



## United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

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

### AGENDA CITY COUNCIL MEETING

**Tuesday, January 14, 2025**

**7:00 p.m.**

City Hall Council Chambers

651 Prairie Pointe Drive, Yorkville, IL

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#### Call to Order:

#### Pledge of Allegiance:

#### Roll Call by Clerk: WARD I

Ken Koch

Dan Transier

#### WARD II

Arden Joe Plocher

Craig Soling

#### WARD III

Chris Funkhouser

Matt Marek

#### WARD IV

Seaver Tarulis

Rusty Corneils

#### Establishment of Quorum:

#### Amendments to Agenda:

#### Presentations:

1. YYTFC Nationals Recognition

#### Public Hearings:

#### Citizen Comments on Agenda Items:

#### Consent Agenda:

1. Minutes of the Regular City Council – November 26, 2024
2. Minutes of the Regular City Council – December 10, 2024
3. Bill Payments for Approval
  - \$ 2,468,856.21 (vendors)
  - \$ 2,537,903.67 (wire payments)
  - \$ 425,136.38 (payroll period ending 12/06/24)
  - \$ 416,007.45 (payroll period ending 12/20/24)
  - \$ 426,049.22 (payroll period ending 01/03/25)
  - \$ 6,273,952.93 (total)
4. PW 2024-100 Resolution Approving a Change Order Relating to the Well No. 10 and Raw Water Main Improvements Project – *authorize the Mayor and City Clerk to authorize*
5. PW 2024-110 Resolution Approving the Release of a Performance Guarantee Bond Related to Grande Reserve Unit 3 – *authorize the Mayor and City Clerk to authorize*

**Mayor's Report:**

1. CC 2025-01 Ordinance Approving a Water Easement Agreement with Commonwealth Edison Company (Eldamain Water Main Loop)
2. CC 2025-02 Ordinance Renaming the Streets of Big Grove Lane and Waterman Lane to "Big Grove Circle"
3. CC 2025-03 Public Works and Parks Facility – Final Plan, Cost Estimate, and Authorization to Bid
4. CC 2025-04 Ordinance Amending the Yorkville City Code (Municipal Utility Tax)

**Public Works Committee Report:**

1. PW 2024-101 Ordinance Amending the Code of Ordinances of the United City of Yorkville, Kendall County, Illinois Regulating On-Street Parking (Bailey Road)
2. PW 2024-102 Resolution Approving a Bid to Construct the Eldamain Water Loop North Portion of a Water and Sewer Extension Project (*CI Yorkville, LLC*)
3. PW 2024-103 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Eldamain Water Main Loop – North Contract – Construction Engineering)
4. PW 2024-104 Resolution Approving a Bid to Construct the Eldamain Water Loop South Portion of a Water and Sewer Extension Project (*CI Yorkville, LLC*)
5. PW 2024-105 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Eldamain Water Main Loop – South Contract – Construction Engineering)
6. PW 2024-106 Resolution Approving a Bid to Construct the Southern Sanitary Sewer Connection Portion of a Water and Sewer Extension Project (*CI Yorkville, LLC*)
7. PW 2024-107 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Southern Sanitary Sewer Connection – Construction Engineering)
8. PW 2024-108 2024 Sanitary Sewer Lining Improvements
  - a. Resolution Approving a Bid to Construct Sanitary Sewer Lining Improvements
  - b. Resolution Approving a Change Order Relating to the 2024 Sanitary Sewer Lining Improvements Project
9. PW 2024-109 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2024 Sanitary Sewer Lining, Design and Construction Engineering)
10. PW 2024-111 Resolution Approving an Amendment to the Professional Services Agreement to an Agreement with Kluber, Inc. for the Design of a Public Works Facility

**Economic Development Committee Report:**

**Public Safety Committee Report:**

**Administration Committee Report:**

**Park Board:**



**Planning and Zoning Commission:**

1. PZC 2024-21 & EDC 2024-77 Heartland Meadows West
  - a. Ordinance Approving an Amendment to a Planned Unit Development for Kendall Marketplace
  - b. Ordinance Approving a Preliminary Plan of Subdivision and Final Planned Unit Development Plan for the Property Located North of Blackberry Shore Lane and Between Northland Lane and Cannonball Trail (Heartland Meadows West)
2. PZC 2024-25 & EDC 2024-85 Ordinance Approving an Amendment to the Yorkville Unified Development Ordinance Regarding Fence Standards
3. PZC 2024-26 & EDC 2024-78 Daniels, Malinski Yorkville Family LLLP
  - a. Ordinance Annexing Certain Territory Located North of US Route 34, West of Beecher Road and Kendall Marketplace, and East of Eldamain Road to the United City of Yorkville (DMYF LLLP Property)
  - b. Ordinance Authorizing the Execution of an Annexation Agreement for Certain Territory Located North of US Route 34, West of Beecher Road and Kendall Marketplace, and East of Eldamain Road to the United City of Yorkville (DMYF LLLP Property)
  - c. Ordinance Approving the Rezoning to the M-2 General Manufacturing Zoning District of Certain Territory Generally Located North of US Route 34, West of Beecher Road and Kendall Marketplace, and East of Eldamain Road

**City Council Report:**

**City Clerk's Report:**

**Community and Liaison Report:**

**Staff Report:**

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

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

**Additional Business:**

**Citizen Comments:**

**Executive Session:**

**Adjournment:**

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COMMITTEES, MEMBERS AND RESPONSIBILITIES

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**ADMINISTRATION: February 19, 2025 – 6:00 p.m. – East Conference Room #337**

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

**ECONOMIC DEVELOPMENT: February 4, 2025 – 6:00 p.m. – East Conference Room #337**

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

**PUBLIC SAFETY: March 6, 2025 – 6:00 p.m. – East Conference Room #337**

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

**PUBLIC WORKS: January 21, 2025 – 6:00 p.m. – East Conference Room #337**

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

UNITED CITY OF YORKVILLE  
WORKSHEET  
CITY COUNCIL  
**Tuesday, January 14, 2025**  
7:00 PM  
CITY COUNCIL CHAMBERS

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**AMENDMENTS TO AGENDA:**

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**PRESENTATIONS:**

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1. YYTFC Nationals Recognition

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**CITIZEN COMMENTS ON AGENDA ITEMS:**

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**CONSENT AGENDA:**

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1. Minutes of the Regular City Council – November 26, 2024

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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2. Minutes of the Regular City Council – December 10, 2024

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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3. Bill Payments for Approval

☐ Approved \_\_\_\_\_

☐ As presented

☐ As amended

☐ Notes \_\_\_\_\_

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4. PW 2024-100 Resolution Approving a Change Order Relating to the Well No. 10 and Raw Water Main Improvements Project

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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5. PW 2024-110 Resolution Approving the Release of a Performance Guarantee Bond Related to Grande Reserve Unit 3

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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**MAYOR'S REPORT:**

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1. CC 2025-01 Ordinance Approving a Water Easement Agreement with Commonwealth Edison Company (Eldamain Water Main Loop)

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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2. CC 2025-02 Ordinance Renaming the Streets of Big Grove Lane and Waterman Lane to “Big Grove Circle”

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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3. CC 2025-03 Public Works and Parks Facility – Final Plan, Cost Estimate, and Authorization to Bid

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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4. CC 2025-04 Ordinance Amending the Yorkville City Code (Municipal Utility Tax)

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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## PUBLIC WORKS COMMITTEE REPORT:

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1. PW 2024-101 Ordinance Amending the Code of Ordinances of the United City of Yorkville, Kendall County, Illinois Regulating On-Street Parking (Bailey Road)

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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2. PW 2024-102 Resolution Approving a Bid to Construct the Eldamain Water Loop North Portion of a Water and Sewer Extension Project (*CI Yorkville, LLC*)

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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3. PW 204-103 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Eldamain Water Main Loop – North Contract – Construction Engineering)

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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4. PW 2024-104 Resolution Approving a Bid to Construct the Eldamain Water Loop South  
Portion of a Water and Sewer Extension Project *(CI Yorkville, LLC)*

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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5. PW 2024-105 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.  
(Eldamain Water Main Loop – South Contract – Construction Engineering)

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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6. PW 2024-106 Resolution Approving a Bid to Construct the Southern Sanitary Sewer  
Connection Portion of a Water and Sewer Extension Project *(CI Yorkville, LLC)*

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

☐ Removed \_\_\_\_\_

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7. PW 2024-107 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.  
(Southern Sanitary Sewer Connection – Construction Engineering)

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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8. PW 2024-108 2024 Sanitary Sewer Lining Improvements

a. Resolution Approving a Bid to Construct Sanitary Sewer Lining Improvements

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

☐ Removed \_\_\_\_\_

b. Resolution Approving a Change Order Relating to the 2024 Sanitary Sewer Lining  
Improvements Project

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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9. PW 2024-109 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.  
(2024 Sanitary Sewer Lining, Design and Construction Engineering)

- ☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_
- ☐ Removed \_\_\_\_\_
- ☐ Notes \_\_\_\_\_
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10. PW 2024-111 Resolution Approving an Amendment to the Professional Services Agreement to an  
Agreement with Kluber, Inc. for the Design of a Public Works Facility

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

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1. PZC 2024-21 & EDC 2024-77 Heartland Meadows West

a. Ordinance Approving an Amendment to a Planned Unit Development for Kendall Marketplace

- ☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_
- ☐ Removed \_\_\_\_\_

b. Ordinance Approving a Preliminary Plan of Subdivision and Final Planned Unit Development  
Plan for the Property Located North of Blackberry Shore Lane and Between Northland Lane  
and Cannonball Trail (Heartland Meadows West)

- ☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_
- ☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_  
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2. PZC 2024-25 & EDC 2024-85 Ordinance Approving an Amendment to the Yorkville Unified Development Ordinance Regarding Fence Standards

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_ ☐ Subject to \_\_\_\_\_  
☐ Removed \_\_\_\_\_  
☐ Notes \_\_\_\_\_  
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3. PZC 2024-26 & EDC 2024-78 Daniels, Malinski Yorkville Family LLLP

a. Ordinance Annexing Certain Territory Located North of US Route 34, West of Beecher Road and Kendall Marketplace, and East of Eldamain Road to the United City of Yorkville (DMYF LLLP Property)

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

b. Ordinance Authorizing the Execution of an Annexation Agreement for Certain Territory Located North of US Route 34, West of Beecher Road and Kendall Marketplace, and East of Eldamain Road to the United City of Yorkville (DMYF LLLP Property)

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

c. Ordinance Approving the Rezoning to the M-2 General Manufacturing Zoning District of Certain Territory Generally Located North of US Route 34, West of Beecher Road and Kendall Marketplace, and East of Eldamain Road

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

☐ Notes \_\_\_\_\_  
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**MAYOR'S REPORT (CONT'D):**

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5. CC 2021-04 City Buildings Updates

☐ Approved: **Y** \_\_\_\_\_ **N** \_\_\_\_\_    ☐ Subject to \_\_\_\_\_  
☐ Removed \_\_\_\_\_  
☐ Notes \_\_\_\_\_  
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6. CC 2021-38 Water Study Update

☐ Approved: **Y** \_\_\_\_\_ **N** \_\_\_\_\_    ☐ Subject to \_\_\_\_\_  
☐ Removed \_\_\_\_\_  
☐ Notes \_\_\_\_\_  
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**ADDITIONAL BUSINESS:**

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**CITIZEN COMMENTS:**

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

Agenda Item Number

Consent Agenda #1

Tracking Number

### Agenda Item Summary Memo

**Title:** Minutes of the Regular City Council – November 26, 2024

**Meeting and Date:** City Council – January 14, 2025

**Synopsis:** Approval of Minutes

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

#### Agenda Item Notes:

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**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL  
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,  
HELD IN THE CITY COUNCIL CHAMBERS,  
651 PRAIRIE POINTE DRIVE ON  
TUESDAY, NOVEMBER 26, 2024**

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

**ROLL CALL**

City Clerk Behland called the roll.

Ward I	Koch	Present
	Transier	Present
Ward II	Plocher	Present
	Soling	Absent
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.

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/81150439013?pwd=Lcn6MJ4YwJ0quW1rUcLyBujYFNTnuq.1>.

The Zoom meeting ID was 811 5043 9013.

**QUORUM**

A quorum was established.

**AMENDMENTS TO THE AGENDA**

Mayor Purcell asked if there were any amendments to the agenda. Alderman Plocher made a motion to move Administration Committee Reports #2, #3, #4, and #5 to the Consent agenda; seconded by Alderman Funkhouser.

Motion unanimously approved by a viva voce vote.

**PRESENTATIONS**

**Introduction and Swearing-In of New Yorkville  
Police Department Officer – Jack Wade**

Chief of Police Jensen introduced Jack Wade, and Mayor Purcell swore him in as a patrol officer for the Yorkville Police Department.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS ON AGENDA ITEMS**

None.

**CONSENT AGENDA**

1. Bill Payments for Approval
  - \$ 1,776,915.21 (vendors)
  - \$ 3,128.71 (wire payments)
  - \$ 405,572.23 (payroll period ending 11/08/24)
  - \$ 2,185,616.15 (total)
2. **Ordinance 2024-55** Amending the Code of Ordinances of the United City of Yorkville, Kendall County, Illinois Regulating On-Street Parking (Garden Street) – *authorize the Mayor and City Clerk to execute* (PW 2024-93)
3. **Resolution 2024-55** Approving a Change Order Relating to the 2024 Water Main Improvement Project (Contract B Fox Industrial) – *authorize the Mayor and City Clerk to execute* (PW 2024-95)
4. **Resolution 2024-56** Approving a Request for Change in Plans and Engineer's Final Payment Estimate for the 2024 Road to Better Roads Project – *authorize the Mayor and City Clerk to execute* (PW 2024-97)
5. Treasurer's Report for October 2024 (ADM 2024-46)
6. *Bond Abatement Ordinances (ADM 2024-51)*
  - a. **Ordinance 2024-58** *Abating the tax levied for the year 2024 to pay the principal of and interest on the \$5,575,000 General Obligation Bonds (Alternate Revenue Source), Series 2015A – authorize the Mayor and City Clerk to execute*
  - b. **Ordinance 2024-59** *Abating the tax levied for the year 2024 to pay the principal of and interest on the \$1,235,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2014 – authorize the Mayor and City Clerk to execute*
  - c. **Ordinance 2024-60** *Abating the tax levied for the year 2024 to pay the principal of and interest on the \$4,295,000 General Obligation Bonds (Alternate Revenue Source), Series 2014A – authorize the Mayor and City Clerk to execute*
  - d. **Ordinance 2024-61** *Abating the tax levied for the year 2024 to pay the principal of and interest on the \$8,250,000 General Obligation Bonds (Alternate Revenue Source), Series 2021 – authorize the Mayor and City Clerk to execute*
  - e. **Ordinance 2024-62** *Abating the tax levied for the year 2024 to pay the principal of and interest on the \$5,170,000 General Obligation Bonds (Alternate Revenue Source), Series 2022 – authorize the Mayor and City Clerk to execute*
  - f. **Ordinance 2024-63** *Abating the tax hereto levied for the year 2024 to pay debt service on General Obligation Bonds (Alternate Revenue Source), Series 2023A – authorize the Mayor and City Clerk to execute*
7. *Special Service Area Abatement Ordinances (ADM 2024-52)*
  - a. **Ordinance 2024-64** *Abating Special Service Area Taxes for Special Service Area Number 2003-100 (Raintree Village Project) and Approving the Amended Special Tax Roll – authorize the Mayor and City Clerk to execute*
  - b. **Ordinance 2024-65** *Abating Special Service Area Taxes for Special Service Area Number 2003-101 (Windett Ridge Project) and Approving the Amended Special Tax Roll – authorize the Mayor and City Clerk to execute*
  - c. **Ordinance 2024-66** *Abating Special Service Area Taxes for Special Service Area Number 2004-104 (Central Grande Reserve) and Approving the Amended Special Tax Roll – authorize the Mayor and City Clerk to execute*
  - d. **Ordinance 2024-67** *Abating Special Service Area Taxes for Special Services Area Number 2004-107 (Raintree Village II Project) – authorize the Mayor and City Clerk to execute*
  - e. **Ordinance 2024-68** *Abating Special Service Area Taxes for Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Series 2016 (Autumn Creek Project and Bristol Bay I Project) – authorize the Mayor and City Clerk to execute*
8. **Ordinance 2024-69** *for the Amended Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2025 and Ending April 30, 2026 in and for Special Service Area Number 2004-201 (Fox Hill) – authorize the Mayor and City Clerk to execute (ADM 2024-53)*
9. **Ordinance 2024-70** *for the Amended Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2025 and Ending April 30, 2026 in and for Special Service Area Number 2006-119 (Sunflower Estates) – authorize the Mayor and City Clerk to execute (ADM 2024-54)*



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

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

**Tax Levy**  
(CC 2024-89)

**Resolution 2024-57**

### Requesting Separate Limiting Rates for all City Funds

## Ordinance 2024-56

**for the Levy and Assessment of Taxes for the Fiscal Year  
Beginning on May 1, 2025 and Ending on April 30, 2026**

Mayor Purcell entertained a motion to approve a Resolution Requesting Separate Limiting Rates for all City Funds and authorize the Mayor and City Clerk to execute and to approve an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning on May 1, 2025 and Ending on April 30, 2026 and authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Koch.

Alderman Funkhouser shared that he asked City Administrator Olson what would be impacted if the City held the levy flat, which would cause the City to be out \$175,000. Alderman Funkhouser said he wants to keep it flat and not take new construction this year. Alderman Corneils stated he would be interested in that. Mayor Purcell said to keep in mind that even if they take the new construction only, there will still be an overall decrease. Alderman Plocher said he has no problem taking the new construction as we've done that for many years. Alderman Transier asked what the approximate savings would be, which Alderman Funkhouser said was minimal. Alderman Funkhouser said the school and forest preserve are both taking 5% increases this year.

Alderman Funkhouser made a motion to amend the original motion by not taking new construction and keeping the levy flat; seconded by Alderman Corneils.

Motion to amend the levy failed by a roll call vote. Ayes-4 Nays-4  
Plocher-nay, Funkhouser-aye, Tarulis-aye, Transier-nay,  
Marek-nay, Corneils-aye, Koch-aye, Mayor Purcell-nay

Original motion approved by a roll call vote. Ayes-5 Nays-2  
Funkhouser-nay, Tarulis-nay, Transier-aye, Marek-aye,  
Corneils-aye, Koch-aye, Plocher-aye

## Resolution 2024-58

**Authorizing the Donation of Certain Used Playground  
Equipment to Kids Around the World,  
a Not-For-Profit Entity (Rotary Park)  
(CC 2024-90)**

Mayor Purcell entertained a motion to approve a Resolution Authorizing the Donation of Certain Used Playground Equipment to Kids Around the World, a Not-For-Profit Entity (Rotary Park) and authorize Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Koch.

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

**Ordinance Amending Yorkville City Code Section 2-9-2  
Regarding Planning and Zoning Commission Membership  
(CC 2024-91)**

Mayor Purcell entertained a motion to approve an Ordinance Amending Yorkville City Code Section 2-9-2 Regarding Planning and Zoning Commission Membership and authorize Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Marek.

Mayor Purcell reported to the Council that the Planning and Zoning Commission has seven members; in the past, we have had challenges filling it. Before PZC, the Plan Commission allowed members to live outside city limits, within 1 ½ miles of the corporate limit area. We currently have someone who just moved out of the City, and they would like to stay on the commission. This code amendment would allow only one commission member to live outside the City's limit. This amendment would only allow them to reside 0.5 miles outside the corporate limit area. Alderman Funkhouser shared that he understands the benefits and that the state does allow this, but he thinks it's beneficial to have its residents only. Community Development Director Barksdale-Noble shared that the Plan Commission has had a sitting member since 2016 who did not live within the city limits. Alderman Marek said he prefers to have people living within city limits only. Alderman Tarulis asked if we could improve the recruiting efforts. Alderman Funkhouser stated that the current member knowingly moved out of the City. He asked if the City could add vacancies to the water bill flyers. Alderman Marek asked if meetings had to be canceled due to a lack of quorum, which Community Development Director Barksdale-Noble had said in years past.

After discussion by the Council, Alderman Transier withdrew his motion, and Alderman Marek withdrew his second to the motion.

**Ordinance 2024-57**

**Approving a Water Easement Agreement with  
Commonwealth Edison Company (Timber Ridge)  
(CC 2024-92)**

Mayor Purcell entertained a motion to approve an Ordinance Approving a Water Easement Agreement with Commonwealth Edison Company (Timber Ridge) and authorize Mayor and City Clerk to execute. So moved by Alderman Funkhouser; seconded by Alderman Corneils.

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

**PUBLIC WORKS COMMITTEE REPORT**

**Resolution 2024-59**

**Approving an Engineering Agreement with Engineering  
Enterprises, Inc. (Kennedy Road Roadway Improvements –  
Phase I Engineering Agreement)  
(PW 2024-94)**

Alderman Koch made a motion to approve a Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Kennedy Road Roadway Improvements – Phase I Engineering Agreement) and authorize the Mayor and City Clerk to execute; seconded by Alderman Corneils.

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

**Resolution 2024-60**

**Authorizing the Purchase of 1243 Replacement Water  
Meters in an Amount Not to Exceed \$735,093  
(PW 2024-98)**

Alderman Koch made a motion to approve a Resolution Authorizing the Purchase of 1243 Replacement Water Meters in an Amount Not to Exceed \$735,093 and authorize the Mayor and City Clerk to execute; seconded by Alderman Corneils.

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

**Resolution 2024-61**

**Approving a Quote for Certain Improvements to the Rob Roy  
Drainage Ditch in an Amount Not to Exceed \$124,715  
(PW 2024-99)**

Alderman Koch made a motion to approve a Resolution Approving a Quote for Certain Improvements to the Rob Roy Drainage Ditch in an Amount Not to Exceed \$124,715 and authorize the Mayor and City Clerk to execute; seconded by Alderman Marek.

Public Works Director Dhuse reported to the Council that this work will be done by the end of the calendar year. There will also be around \$70,000 left of the grant that will be returned to the County. Alderman Transier asked if this was related to the settlement. Director Dhuse mentioned that this is above

## **ECONOMIC DEVELOPMENT COMMITTEE REPORT**

No report.

**Resolution 2024-62**

Alderman Transier made a motion to approve a Resolution Authorizing the Purchase of Two Ford Interceptor Sports Utility Vehicles from Marrow Brothers Ford, Inc., in an Amount Not to Exceed \$154,452 and authorize the Mayor and City Clerk to execute; seconded by Alderman Tarulis.

**Resolution 2024-63**

Alderman Transier made a motion to approve a Resolution Approving an Intergovernmental Agreement Between Yorkville Community Unit School District 115 and the United City of Yorkville (School Resource Officer) and authorize the Mayor and City Clerk to execute; seconded by Alderman Marek.

## ADMINISTRATION COMMITTEE REPORT

**Resolution 2024-64**

Alderman Marek made a motion to approve a Resolution Approving Liability, Cyber, and Worker's Compensation Insurance Coverage for the Calendar Year 2025 and authorize the Mayor and City Clerk to execute; seconded by Alderman Koch.

***Please note: Administration Committee Reports #2, #3, #4, and #5 were moved to the Consent Agenda. See Amendments to the Agenda.***

## PARK BOARD

No report.

## PLANNING AND ZONING COMMISSION

**Ordinance 2024-71**

Mayor Purcell entertained a motion to approve an Ordinance Approving the Final Plat of Subdivisions for Grande Reserve Units 18 & 25 and authorize Mayor and City Clerk to execute. So moved by Alderman Koch; seconded by Alderman Marek.

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

**Ordinance 2024-72**

**Approving the Final Plat of Subdivisions for  
Grande Reserve Unit 21  
(PZC 2024-28 & EDC 2024-80)**

Mayor Purcell entertained a motion to approve an Ordinance Approving the Final Plat of Subdivisions for Grande Reserve Units 21 and authorize Mayor and City Clerk to execute. So moved by Alderman Marek; seconded by Alderman Corneils.

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

**CITY COUNCIL REPORT**

No report.

**CITY CLERK’S REPORT**

No report.

**COMMUNITY & LIAISON REPORT**

**Shop with a Cop**

Chief of Police Jensen reported that on Monday, December 2<sup>nd</sup>, the Yorkville Police Department will have its annual Shop with a Cop event with the Kiwanis Club of Yorkville. They are shopping for around 35 kids this year. Then, on December 5<sup>th</sup> at City Hall, they will hold a few sessions for the kids to visit with Santa.

**STAFF REPORT**

No report.

**MAYOR’S REPORT (cont’d)**

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

No update.

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

No update.

**ADDITIONAL BUSINESS**

None.

**CITIZEN COMMENTS**

None.

**EXECUTIVE SESSION**

None.

**ADJOURNMENT**

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 7:51 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 – December 10, 2024

**Meeting and Date:** City Council – January 14, 2025

**Synopsis:** Approval of Minutes

### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

### Agenda Item Notes:

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**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL  
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,  
HELD IN THE CITY COUNCIL CHAMBERS,  
651 PRAIRIE POINTE DRIVE ON  
TUESDAY, DECEMBER 10, 2024**

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

**ROLL CALL**

City Clerk Behland called the roll.

Ward I	Koch	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 Clerk Behland, City Administrator Olson, Chief of Police Jensen, Attorney Castaldo, 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/84265410253?pwd=Jf6ee2k7vb5haLoPBDMvOWNcgNKKfd.1>.

The Zoom meeting ID was 842 6541 0253.

**QUORUM**

A quorum was established.

**AMENDMENTS TO THE AGENDA**

None.

**PRESENTATIONS**

**Check Presentations**

**a. Yorkville American Legion Flags of Valor**

Parks and Recreation Director Evans shared with the Council that the Legion’s Commander was not present; therefore, they will look at a different date for them to return.

**b. Knights of Columbus Holiday Runs**

Parks and Recreation Director Evans presented a check to the Knights of Columbus for their help during this year's holiday runs.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS ON AGENDA ITEMS**

None.

**CONSENT AGENDA**

- Minutes of the Regular City Council – November 12, 2024
- Bill Payments for Approval
  - \$ 2,983,032.91 (vendors)
  - \$ 979,932.70 (wire payments)
  - \$ 420,061.51 (payroll period ending 11/22/24)
  - \$ 4,383,027.12 (total)

3. **Ordinance 2024-73** Approving an Amendment to an Intergovernmental Cooperative Agreement Between the United City of Yorkville, Kendall County, and the City of Plano Governing the Reconstruction of Eldamain Road – *authorize the Mayor and City Clerk to execute* (EDC 2024-86)

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

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

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**REPORTS**

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**MAYOR’S REPORT**

**Meeting Schedule for 2025**  
(CC 2024-93)

Mayor Purcell entertained a motion to approve the meeting schedule for 2025 as presented. So moved by Alderman Koch; seconded by Alderman Corneils.

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

**Appointment to the Library Board – Sharon Mix**  
(CC 2024-94)

Mayor Purcell entertained a motion to approve the Mayor’s appointment of Sharon Mix to the Library Board for a term ending May 2027. So moved by Alderman Corneils; seconded by Alderman Transier.

Motion unanimously approved by a viva voce vote.

**Resolution 2024-65** **Approving a Service Agreement Between Kendall County and the United City of Yorkville for the Provision of Demand-Response Transportation**  
(CC 2024-95)

Mayor Purcell entertained a motion to approve a Resolution Approving a Service Agreement Between Kendall County and the United City of Yorkville for the Provision of Demand-Response Transportation and authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Corneils.

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

**Ordinance 2024-74** **Approving a Lease Agreement for Certain Real Estate in the United City of Yorkville, Kendall County, Illinois**  
(CC 2024-96)

Mayor Purcell entertained a motion to approve an Ordinance Approving a Lease Agreement for Certain Real Estate in the United City of Yorkville, Kendall County, Illinois and authorize the Mayor and City Clerk to execute. So moved by Alderman Marek; seconded by Alderman Soling.

Public Works Director Dhuse stated this is a 12-month lease, then month to month until the new Public Works Facility is finalized. Alderman Funkhouser asked where the funding for the lease was coming from, and Director Dhuse said it was jointly from the water, sewer, and streets fund until May 2025, and then it would be budgeted.

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

**Special Census Cost Estimate  
(CC 2024-97)**

**Resolution 2024-66**

**a. Approving a Memorandum of Understanding  
with the Decennial Census Management  
Division of the U.S. Census Bureau**

Mayor Purcell entertained a motion to approve a Resolution Approving a Memorandum of Understanding with the Decennial Census Management Division of the U.S. Census Bureau and authorize the Mayor and City Clerk to execute. So moved by Alderman Tarulis; seconded by Alderman Marek.

City Administrator Olson reported that the cost estimate for the special census is \$900k, which the City should get back within a year. Alderman Koch asked about the previous estimate being \$300k, which City Administrator Olson said that was for a partial census, which is no longer allowed. Finance Director Fredrickson reiterated that if the city had 4,000 new residents, we would see an additional \$1 million. It was noted that the next census will not be for another five years. Alderman Transier asked how confident staff is that we are over 25,000 people to obtain home rule status. City Administrator Olson shared that they are fairly confident, and some new housing has not been factored in. There are a few townhouses and more still to apply. Mayor Purcell stated that even if the City is shy of the 25,000, they are still financially ahead no matter the outcome. Alderman Funkhouser stated that with it being a full census, he would not expect us to go lower in population.

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

**Ordinance 2024-75**

**b. Authorizing the Third 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 Third 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 Koch; seconded by Alderman Funkhouser.

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

**Municipal Advisor and Bond Counsel Engagement Letters  
(CC 2024-98)**

**Resolution 2024-67**

**a. Approving an Agreement for Speer Financial, Inc. as  
Municipal Debt Issuance Advisor**

Mayor Purcell entertained a motion to approve a Resolution Approving an Agreement for Speer Financial, Inc. as Municipal Debt Issuance Advisor and authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Corneils.

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

**Resolution 2024-68**

**b. Approving an Agreement with Croke Fairchild  
Duarte & Beres, LLP as Bond Counsel**

Mayor Purcell entertained a motion to approve a Resolution Approving an Agreement with Croke Fairchild Duarte & Beres, LLP, as Bond Counsel and authorize the Mayor and City Clerk to execute. So moved by Alderman Marek; seconded by Alderman Soling.

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



**Resolution 2024-69**

**Approving an Agreement with Robert W. Baird  
& Co. as Underwriter for 2025 Series Bond  
(CC 2024-99)**

Mayor Purcell entertained a motion to approve a Resolution Approving an Agreement with Robert W. Baird & Co. as Underwriter for 2025 Series Bonds and authorize the Mayor and City Clerk to execute. So moved by Alderman Corneils; seconded by Alderman Funkhouser.

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

**Ordinance 2024-76**

**Bond Ordinance  
(CC 2024-100)**

Mayor Purcell entertained a motion to approve an Ordinance authorizing and providing for the issuance of one or more series of general obligation alternate revenue bonds in the aggregate principal amount of not to exceed \$68,850,000 for the purposes of paying the costs of enhancing the City's water delivery system, paying the costs of the acquisition of one or more parcels of real property and the construction of a new public works facility thereon, and refunding certain of the City's outstanding alternate revenue bonds, authorizing the execution of one or more bond orders, and providing for the imposition of one or more bond orders, and providing for the imposition of taxes to pay the same and for the collection, segregation and distribution of certain City revenues for the payment of said bonds and authorize the Mayor and City Clerk to execute. So moved by Alderman Marek; seconded by Alderman Koch.

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

**Ordinance 2024-77**

**Amending Title 6, Chapter 2, Section 6:  
Restrictions on Overnight Parking and  
Commercial Vehicle Parking  
(CC 2024-101)**

Mayor Purcell entertained a motion to approve an Ordinance Amending Title 6, Chapter 2, Section 6: Restriction on Overnight Parking and Commercial Vehicle Parking and authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Plocher.

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

**Ordinance 2024-78**

**Amending the Yorkville City Code  
(Non-Home Rule Sales Tax)  
(CC 2024-102)**

Mayor Purcell entertained a motion to approve an Ordinance Amending the Yorkville City Code (Non-Home Rule Sales Tax) and authorize the Mayor and City Clerk to execute. So moved by Alderman Marek; seconded by Alderman Tarulis.

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

**PUBLIC WORKS COMMITTEE REPORT**

No report.

**ECONOMIC DEVELOPMENT COMMITTEE REPORT**

No report.

**PUBLIC SAFETY COMMITTEE REPORT**

No report.

**ADMINISTRATION COMMITTEE REPORT**

No report.

**PARK BOARD**

**Resolution 2024-70**

**Authorizing a Contract with BSN Sports for the Purchase  
of Athletic League Uniforms and Equipment  
(CC 2024-103)**

Mayor Purcell entertained a motion to approve a Resolution Authorizing a Contract with BSN Sports for the Purchase of Athletic League Uniforms and Equipment and authorize the Mayor and City Clerk to execute. So moved by Alderman Marek; seconded by Alderman Corneils.

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

**Resolution 2024-71**

**Authorizing the Execution of an Agreement  
with Pepsi Beverages Company  
(CC 2024-104)**

Mayor Purcell entertained a motion to approve a Resolution Authorizing the Execution of an Agreement with Pepsi Beverages Company and authorize the Mayor and City Clerk to execute. So moved by Alderman Koch; seconded by Alderman Soling.

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

**PLANNING AND ZONING COMMISSION**

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

**Ordinance 2024-79**

**a. Approving the Rezoning to the A-1 Agricultural Zoning  
District of Certain Territory Generally Located at the  
Southwest Corner of Galena and Route 47**

Mayor Purcell entertained a motion to approve an Ordinance Approving the Rezoning to the A-1 Agricultural Zoning District of Certain Territory Generally Located at the Southwest Corner of Galena Road and Route 47 and authorize the Mayor and City Clerk to execute. So moved by Alderman Marek; seconded by Alderman Plocher.

Attorney Kramer, who represents Nexamp, shared that Matt Walsh and Dan Nagel were present tonight for any questions the Council may have. Attorney Kramer stated they were at the City Council about a month ago, where they held their public hearing. That same night, the Kendall Area Transit was on the agenda for them to request extra funds from the City for their operations. Attorney Kramer mentioned that if a private business donates to KAT, the state will triple the donation. Nexamp announced they would like to donate \$25,000 to KAT, which would come to around \$87,500 - \$100,000 with the state's contribution.

Motion approved by a roll call vote. Ayes-6 Nays-2  
Corneils-aye, Koch-aye, Plocher-aye, Funkhouser-nay,  
Tarulis-nay, Transier-aye, Soling-aye, Marek-aye

**Ordinance 2024-80**

**b. Approving a Special Use Permit Allowing Freestanding Solar  
Energy Systems on Certain Territory Generally Located at the  
Southwest Corner of Galena Road and Route 47**

Mayor Purcell entertained a motion to approve an Ordinance Approving a Special Use Permit Allowing Freestanding Solar Energy Systems on Certain Territory Generally Located at the Southwest Corner of Galena Road and Route 47 and authorize the Mayor and City Clerk to execute. So moved by Alderman Marek; seconded by Alderman Transier.

Motion approved by a roll call vote. Ayes-6 Nays-2  
Koch-aye, Plocher-aye, Funkhouser-nay, Tarulis-nay,  
Transier-aye, Soling-aye, Marek-aye, Corneils-aye

**Ordinance 2024-81**

**c. Granting a Property Line Setback Variance for Certain Territory Generally Located at the Southwest Corner of Galena Route and Route 47**

Mayor Purcell entertained a motion to approve an Ordinance Granting a Property Line Setback Variance for Certain Territory Generally Located at the Southwest Corner of Galena Road and Route 47 and authorize the Mayor and City Clerk to execute. So moved by Alderman Corneils; seconded by Alderman Marek.

Motion approved by a roll call vote. Ayes-5 Nays-2 Present-1  
Plocher-aye, Funkhouser-nay, Tarulis-nay, Transier-aye,  
Soling-present, Marek-aye, Corneils-aye, Koch-aye

**Heartland Meadows West –  
First Reading  
(PZC 2024-21 & EDC 2024-77)**

**a. Ordinance Approving an Amendment to a Planned Unit Development for Kendall Marketplace**

**b. Ordinance Approving a Preliminary Plan of Subdivision and Final Planned Unit Development Plan for the Property Located North of Blackberry Shore Lane and Between Northland Land and Cannonball Trail (Heartland Meadows West)**

Attorney Dan Kramer, who represents Heartland Meadows West, shared with the Council that they have been through the Economic Development Committee, the Planning and Zoning Commission, and extensive staff reviews on this project. He shared that the site presented some difficulties, especially with the water line outside of the City's easement, but he was able to work with the city's engineer to ensure everything would fit. Attorney Kramer shared that they believe they have a good plan and hope to receive approval from the Council. Mayor Purcell reminded everyone that this is the 8-acre parcel the City owns. Alderman Funkhouser shared that he wished for many things to be done differently on this project. He explained that the City has plenty of commercial spaces available, and currently, some are adjacent to this project's property, so he disagrees with adding four more commercial lots. He also stated that this area has no SSA. He said this product is excellent but does not want the commercial aspect. He also stated that he wished some of the design criteria had been addressed throughout the process. He believes his comments and the residents' voices in Ward Three are not being heard. Attorney Kramer responded that they always appreciate comments. He said this property has been available for purchase from the City for years. He reported that Markers had already built two developments within the City, Heartland, and Heartland Circle, a beautiful mix of nice residential and commercial offices and a strip center. This strip center holds many asset businesses for the city. They believe these commercial lots will likely be a future doctor's office or medical units. Attorney Kramer said if this is approved at the next City Council meeting, Markers are ready to close on the property.

**CITY COUNCIL REPORT**

No report.

**CITY CLERK'S REPORT**

No report.

**COMMUNITY & LIAISON REPORT**

No report.

**STAFF REPORT**

Chief Jensen shared that the Shop with a Cop event was this past week. They had 45 kids, which is the most they ever shopped for. He thanked the Kiwanis Club of Yorkville, Casey's, Target, and Rosati's for their help and sponsorship. Alderman Funkhouser wanted to thank Chief Jensen, and a special thank you to Sergeant Hart for coordinating and all the officers who participated. He stated it was an outstanding showing of the City's officers.

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

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

No update.

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

No update.

**ADDITIONAL BUSINESS**

None.

**CITIZEN COMMENTS**

Darren Crawford, a Yorkville resident of Ward 3, said he attended the meeting tonight due to Heartland Meadows West. He believes the commercial outlots do not make sense when Kendall Marketplace is near, where so many storefronts are sitting empty. He shared that others in their subdivision feel the same.

Molly Krempski, a Yorkville resident, shared with the Council that she was there to discuss Christmas drag shows. She stated that the founding documents should be the basis for how this government operates. She then read off the IL Constitution. She noted that drag shows are antithetical, maybe even more so when they are Christmas-themed.

**EXECUTIVE SESSION**

None

**ADJOURNMENT**

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 7:48 p.m.

Minutes submitted by:

Jori Behland,  
City Clerk, City of Yorkville, Illinois



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

Agenda Item Number

Consent Agenda #3

Tracking Number

### Agenda Item Summary Memo

**Title:** Bills for Payment

**Meeting and Date:** City Council – January 14, 2025

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

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Amy Simmons Finance  
Name Department

#### Agenda Item Notes:

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\_\_\_\_\_

DATE: 12/13/24  
TIME: 06:31:18  
ID: AP225000.WOW

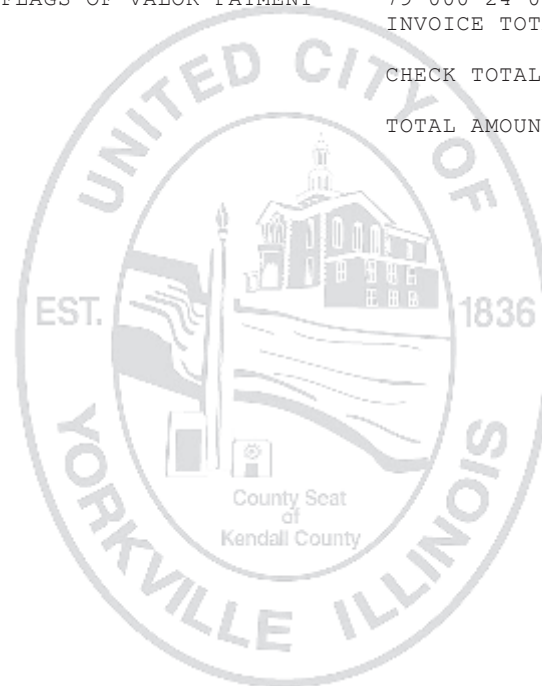
UNITED CITY OF YORKVILLE  
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131251	KCR	KENDALL COUNTY RECORDER'S			12/06/24		
	4016626	12/06/24	01	ORDINANCE APPROVING WATER		90-174-00-00-0011	57.00
			02	EASEMENT AGREEMENT WITH		** COMMENT **	
			03	COMED-TIMBER RIDGE		** COMMENT **	
			04	102 COUNTRYSIDE LIEN RELEASE		25-215-54-00-5448	57.00
						INVOICE TOTAL:	114.00 *
						CHECK TOTAL:	114.00
						TOTAL AMOUNT PAID:	114.00

UNITED CITY OF YORKVILLE  
CHECK REGISTER

CHECK DATE: 12/09/24

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
541794	KNIGHTS	KNIGHTS OF COLUMBUS					
	2024 RUDOLPH		12/04/24	01	2024 RUDOLPH RUN/JINGLE JOG	79-795-56-00-5606	750.00
					INVOICE TOTAL:		750.00 *
					CHECK TOTAL:		750.00
541795	YORKAMER	YORKVILLE AMERICAN LEGION					
	2024 FLAGS		12/04/24	01	2024 FLAGS OF VALOR PAYMENT	79-000-24-00-2470	1,500.00
					INVOICE TOTAL:		1,500.00 *
					CHECK TOTAL:		1,500.00
					TOTAL AMOUNT PAID:		2,250.00



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

DATE: 12/11/24  
TIME: 13:21:59  
ID: AP211001.WOW

UNITED CITY OF YORKVILLE  
CHECK REGISTER

INVOICES DUE ON/BEFORE 12/12/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003883	BEAVERST	VERNNE L. HENNE					
	PYMT#1	12/11/24	01	1203 BADGER PYMT #1-DEC 2024	51-510-54-00-5485		833.34
			02	1203 BADGER PYMT #1-DEC 2024	52-520-54-00-5485		833.33
			03	1203 BADGER PYMT #1-DEC 2024	01-410-54-00-5485		833.33
				INVOICE TOTAL:			2,500.00 *
				DIRECT DEPOSIT TOTAL:			2,500.00
				TOTAL CHECKS PAID:			0.00
				TOTAL DEPOSITS PAID:			2,500.00
				TOTAL AMOUNT PAID:			2,500.00



DATE: 12/19/24  
TIME: 13:33:59  
ID: AP225000.WOW

UNITED CITY OF YORKVILLE  
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131252	KCR	KENDALL COUNTY RECORDER'S			12/13/24		
	4017094	12/13/24	01	ORDINANCE APPROVING REZONING		90-212-00-00-0011	57.00
			02	ORDINANCE APPROVING SPECIAL		90-212-00-00-0011	57.00
			03	USE PERMIT		** COMMENT **	
			04	ORDINANCE GRANTING PROPERTY		90-212-00-00-0011	57.00
			05	LINE SETBACK VARIANCE		** COMMENT **	
				INVOICE TOTAL:			171.00 *
				CHECK TOTAL:			171.00
				TOTAL AMOUNT PAID:			171.00

DATE: 12/19/24  
TIME: 13:45:35  
ID: AP225000.WOW

UNITED CITY OF YORKVILLE  
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131253	KCR	KENDALL COUNTY RECORDER'S			12/17/24		
	4017208	12/17/24	01	ANNEXATION ORDINANCE		90-229-00-00-0011	57.00
			02	ANNEXATION ORDINANCE		90-229-00-00-0011	57.00
			03	REZONING ORDINANCE		90-229-00-00-0011	57.00
				INVOICE TOTAL:			171.00 *
				CHECK TOTAL:			171.00
				TOTAL AMOUNT PAID:			171.00

UNITED CITY OF YORKVILLE  
CHECK REGISTER

CHECK DATE: 12/18/24

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
541799	AACVB	AURORA AREA CONVENTION					
	10/24-SUPER		12/05/24	01	OCT 2024 SUPER 8 HOTEL TAX	01-640-54-00-5481	1,691.09
					INVOICE TOTAL:		1,691.09 *
					CHECK TOTAL:		1,691.09
541800	AEPENERG	AEP ENERGY					
	3025129054-112024		11/20/24	01	10/17-11/15 2702 MILL RD	51-510-54-00-5480	7,842.97
					INVOICE TOTAL:		7,842.97 *
					CHECK TOTAL:		7,842.97
541801	AHEADPUB	AHEAD OF OUR TIME PUBLISHING					
	17548		11/06/24	01	ANNUAL SUBSCRIPTION RENEWAL	01-110-54-00-5460	500.00
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		500.00
541802	ALLIANT	ALLIANT INSURANCE SERVICES INC					
	2879803		12/02/24	01	LIQUOR LIABILITY POLICY	01-110-54-00-5462	1,250.00
				02	RENEWAL	** COMMENT **	
					INVOICE TOTAL:		1,250.00 *
					CHECK TOTAL:		1,250.00
541803	ALLIANT	ALLIANT INSURANCE SERVICES INC					
	2902407		12/02/24	01	2024 LIABILITY INS SERVICE FEE	01-640-52-00-5231	9,382.27
				02	2024 LIABILITY INS SERVICE FEE	01-640-52-00-5231	1,950.80
				03	2024 LIABILITY INS SERVICE FEE	51-510-52-00-5231	1,034.56
				04	2024 LIABILITY INS SERVICE FEE	52-520-52-00-5231	495.93
				05	2024 LIABILITY INS SERVICE FEE	82-820-52-00-5231	777.65
01-110	ADMIN			12-112	SUNFLOWER SSA		
01-120	FINANCE			15-155	MOTOR FUEL TAX (MFT)		
01-210	POLICE			23-230	CITY WIDE CAPITAL		
01-220	COMMUNITY DEVELOPMENT			24-216	BUILDING & GROUNDS		
01-410	STREETS OPERATIONS			25-205	POLICE CAPITAL		
01-640	ADMINISTRATIVE SERVICES			25-212	GENERAL GOVERNMENT CAPITAL		
11-111	FOX HILL SSA			25-215	PUBLIC WORKS CAPITAL		
				25-225	PARK & RECREATION CAPITAL		
				51-510	WATER OPERATIONS		
				52-520	SEWER OPERATIONS		
				79-790	PARKS DEPARTMENT		
				79-795	RECREATION DEPARTMENT		
				82-820	LIBRARY OPERATIONS		
				84-840	LIBRARY CAPITAL		
				87-870	COUNTRYSIDE TIF		
				88-880	DOWNTOWN TIF		
				89-890	DOWNTOWN II TIF		
				90-XXX	DEVELOPER ESCROW		
				95-000	ESCROW DEPOSIT		

CHECK DATE: 12/18/24

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
541803	ALLIANT	ALLIANT INSURANCE SERVICES INC					
	2902407		12/02/24	06	2024 LIABILITY INS SERVICE FEE	01-000-14-00-1400	19,048.85
				07	2024 LIABILITY INS SERVICE FEE	01-000-14-00-1400	3,960.71
				08	2024 LIABILITY INS SERVICE FEE	01-000-14-00-1400	1,578.86
				09	2024 LIABILITY INS SERVICE FEE	51-000-14-00-1400	2,100.48
				10	2024 LIABILITY INS SERVICE FEE	52-000-14-00-1400	1,006.89
					INVOICE TOTAL:		41,337.00 *
					CHECK TOTAL:		41,337.00
541804	ALTORFER	ALTORFER INDUSTRIES, INC					
	P6AC0115274		11/21/24	01	COOLANT	52-520-56-00-5613	139.39
					INVOICE TOTAL:		139.39 *
					CHECK TOTAL:		139.39
541805	ATT	AT&T					
	6305536805-1124		11/25/24	01	11/25-12/24 RIVERFRONT PARK	79-795-54-00-5440	232.05
					INVOICE TOTAL:		232.05 *
					CHECK TOTAL:		232.05
541806	BATTERY S	BATTERY SERVICE CORPORATION					
	0115398		11/22/24	01	3 BATTERIES	01-410-56-00-5628	323.85
					INVOICE TOTAL:		323.85 *
					CHECK TOTAL:		323.85
541807	BCBS	BLUE CROSS BLUE SHIELD					
	F015083-JAN 2025		12/05/24	01	DEARBORN/BCBS EAP-JAN 2025 FEE	01-110-52-00-5222	6.35
				02	DEARBORN/BCBS EAP-JAN 2025 FEE	01-120-52-00-5222	4.23

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 DATE: 12/18/24

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
541807	BCBS	BLUE CROSS BLUE SHIELD					
	F015083-JAN 2025		12/05/24	03	DEARBORN/BCBS EAP-JAN 2025 FEE	01-210-52-00-5222	50.76
				04	DEARBORN/BCBS EAP-JAN 2025 FEE	01-220-52-00-5222	11.63
				05	DEARBORN/BCBS EAP-JAN 2025 FEE	01-410-52-00-5222	9.29
				06	DEARBORN/BCBS EAP-JAN 2025 FEE	24-216-52-00-5222	2.82
				07	DEARBORN/BCBS EAP-JAN 2025 FEE	51-510-52-00-5222	11.38
				08	DEARBORN/BCBS EAP-JAN 2025 FEE	52-520-52-00-5222	4.35
				09	DEARBORN/BCBS EAP-JAN 2025 FEE	79-790-52-00-5222	16.22
				10	DEARBORN/BCBS EAP-JAN 2025 FEE	79-795-52-00-5222	11.28
				11	DEARBORN/BCBS EAP-JAN 2025 FEE	82-820-52-00-5222	7.05
					INVOICE TOTAL:		135.36 *
					CHECK TOTAL:		135.36
541808	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	43983		11/13/24	01	PAPER TOWEL	79-790-56-00-5620	108.54
					INVOICE TOTAL:		108.54 *
	43995		12/02/24	01	PAPER TOWEL	52-520-56-00-5610	108.54
					INVOICE TOTAL:		108.54 *
					CHECK TOTAL:		217.08
541809	COMED	COMMONWEALTH EDISON					
	0228182000-1124		12/02/24	01	10/28-11/25 VAN EMMON LOT	01-110-54-00-5480	22.23
					INVOICE TOTAL:		22.23 *
	1135300100-1124		11/26/24	01	10/28-11/25 456 KENNEDY	52-520-54-00-5480	81.42
					INVOICE TOTAL:		81.42 *
	1870344000-1124		11/27/24	01	10/30-11/27 COUNTRYSIDE PKW PK	79-795-54-00-5480	32.17
					INVOICE TOTAL:		32.17 *
	1951034000-1124		12/03/24	01	10/08-11/06 RT34 & BEECHER	23-230-54-00-5482	103.87
					INVOICE TOTAL:		103.87 *

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 DATE: 12/18/24

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
541809	COMED	COMMONWEALTH EDISON					
	3131491222-1124		12/02/24	01	10/29-11/26 BRUELL ST PUMP	51-510-54-00-5480	468.20
					INVOICE TOTAL:		468.20 *
	3387801111-1124		11/25/24	01	10/25-11/23 872 PRAIRIE	79-795-54-00-5480	287.40
					INVOICE TOTAL:		287.40 *
	3852534000-1124		11/23/24	01	10/25-11/23 RT126 & SCHLHS RD	23-230-54-00-5482	101.29
					INVOICE TOTAL:		101.29 *
	3897838000-1124		12/02/24	01	10/29-11/26 609 N BRIDGE	51-510-54-00-5480	46.46
					INVOICE TOTAL:		46.46 *
	8273737000-1124		11/25/24	01	10/28-11/25 104 E VAN EMMON	01-110-54-00-5480	286.36
					INVOICE TOTAL:		286.36 *
	8507242000-1124		11/27/24	01	10/29-11/26 7 COUNTRYSIDE PKWY	23-230-54-00-5482	212.26
					INVOICE TOTAL:		212.26 *
	9810925111-1124		11/26/24	01	10/28-11/25 276 WINDHAM LIFT	51-510-54-00-5480	138.08
					INVOICE TOTAL:		138.08 *
					CHECK TOTAL:		1,779.74
541810	CONTELEC	CONSTELLATION TELECOM					
	3104		12/01/24	01	DEC 2024 ADMIN LINES	01-110-54-00-5440	241.08
				02	DEC 2024 PUBLIC WORKS LINES	51-510-54-00-5440	421.89
				03	DEC 2024 SEWER DEPT. LINES	52-520-54-00-5440	241.08
				04	DEC 2024 REC DEPT. LINES	79-795-54-00-5440	241.08
				05	DEC 2024 TRAFFIC SIGNAL	01-410-54-00-5435	60.27
				06	MAINTENANCE	** COMMENT **	
					INVOICE TOTAL:		1,205.40 *
					CHECK TOTAL:		1,205.40

01-110 ADMIN  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREETS OPERATIONS  
01-640 ADMINISTRATIVE SERVICES  
11-111 FOX HILL SSA

12-112 SUNFLOWER SSA  
15-155 MOTOR FUEL TAX (MFT)  
23-230 CITY WIDE CAPITAL  
24-216 BUILDING & GROUNDS  
25-205 POLICE CAPITAL  
25-212 GENERAL GOVERNMENT CAPITAL  
25-215 PUBLIC WORKS CAPITAL

25-225 PARK & RECREATION CAPITAL  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPARTMENT  
82-820 LIBRARY OPERATIONS

84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
89-890 DOWNTOWN II TIF  
90-XXX DEVELOPER ESCROW  
95-000 ESCROW DEPOSIT

CHECK DATE: 12/18/24

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
541811	DCONST	D. CONSTRUCTION, INC.					
	2400026.3F		12/04/24	01	ENGINEERS PAYMENT ESTIMATE 3	23-230-60-00-6025	192,555.74
				02	FOR 2024 MFT ROAD PROGRAM	** COMMENT **	
					INVOICE TOTAL:		192,555.74 *
					CHECK TOTAL:		192,555.74
541812	DELAGE	DLL FINANCIAL SERVICES INC					
	83295229		12/02/24	01	JAN 2025 COPIER LEASE	82-820-54-00-5462	536.75
					INVOICE TOTAL:		536.75 *
					CHECK TOTAL:		536.75
541813	DUTEK	THOMAS & JULIE FLETCHER					
	1025241		11/22/24	01	HOSE ASSEMBLY	01-410-56-00-5628	77.00
					INVOICE TOTAL:		77.00 *
					CHECK TOTAL:		77.00
541814	EEI	ENGINEERING ENTERPRISES, INC.					
	81503		10/01/24	01	LOT 1-FOUNTAIN VILLAGE	90-211-00-00-0111	760.50
					INVOICE TOTAL:		760.50 *
					CHECK TOTAL:		760.50
541815	EEI	ENGINEERING ENTERPRISES, INC.					
	81976		11/26/24	01	SOUTHERN SANITARY SEWER	52-520-60-00-6024	2,971.57
				02	CONNECTIONS-LP	** COMMENT **	
					INVOICE TOTAL:		2,971.57 *
	81977		11/26/24	01	QUIK TRIP GAS STATION	90-208-00-00-0111	1,427.00
					INVOICE TOTAL:		1,427.00 *
					CHECK TOTAL:		4,398.57

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

CHECK DATE: 12/18/24

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
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541816	EEI	ENGINEERING ENTERPRISES, INC.					
	81978		11/26/24	01	CENTER ST WATER MAIN EXTENSION	51-510-60-00-6025	5,722.50
					INVOICE TOTAL:		5,722.50 *
					CHECK TOTAL:		5,722.50

541817	EEI	ENGINEERING ENTERPRISES, INC.					
	81979		11/26/24	01	WELL #7 WTP ELECTRICAL	51-510-60-00-6068	324.00
				02	IMPROVEMENTS	** COMMENT **	
					INVOICE TOTAL:		324.00 *
	81980		11/26/24	01	KENDALL MARKETPLACE-LOT 52	90-154-00-00-0111	3,586.00
				02	PHASE 4	** COMMENT **	
					INVOICE TOTAL:		3,586.00 *
	81981		11/26/24	01	LAKE MICHIGAN-WIFIA LOAN AP	51-510-60-00-6011	2,059.75
					INVOICE TOTAL:		2,059.75 *
	81982		11/26/24	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465	4,504.00
					INVOICE TOTAL:		4,504.00 *
	81983		11/26/24	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465	1,900.00
					INVOICE TOTAL:		1,900.00 *
	81984		11/26/24	01	CORNEILS RD SOLAR/BEECHER RD	90-216-00-00-0111	403.00
				02	SOLAR	** COMMENT **	
					INVOICE TOTAL:		403.00 *
	81985		11/26/24	01	GRANDE RESERVE-UNIT 21	90-222-00-00-0111	184.00
					INVOICE TOTAL:		184.00 *
					CHECK TOTAL:		12,960.75

541818	EEI	ENGINEERING ENTERPRISES, INC.					
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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 DATE: 12/18/24

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
541818	EEI	ENGINEERING ENTERPRISES, INC.					
	81986		11/26/24	01	2024 LOCAL ROAD	23-230-60-00-6028	90,444.00
				02	PROGRAM-SUPPLEMENTAL	** COMMENT **	
					INVOICE TOTAL:		90,444.00 *
					CHECK TOTAL:		90,444.00
541819	EEI	ENGINEERING ENTERPRISES, INC.					
	81987		11/26/24	01	GRANDE RESERVE-UNITS 18 & 25	90-228-00-00-0111	1,327.00
					INVOICE TOTAL:		1,327.00 *
	81988		11/26/24	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465	346.50
					INVOICE TOTAL:		346.50 *
	81989		11/26/24	01	GRANDE RESERVE-AVANTI	01-640-54-00-5465	1,970.50
					INVOICE TOTAL:		1,970.50 *
	81990		11/26/24	01	PRESTWICK	01-640-54-00-5465	470.00
					INVOICE TOTAL:		470.00 *
	81991		11/26/24	01	GRANDE RESERVE-UNIT 8	01-640-54-00-5465	1,196.00
					INVOICE TOTAL:		1,196.00 *
	81992		11/26/24	01	WINDETT RIDGE-UNIT 2	90-048-48-00-0111	94.00
					INVOICE TOTAL:		94.00 *
	81993		11/26/24	02	YBSD SSES ANALYSIS	01-640-54-00-5465	4,347.00
					INVOICE TOTAL:		4,347.00 *
	81994		11/26/24	01	PAVEMENT MANAGEMENT UPDATE	23-230-54-00-5465	11,790.00
					INVOICE TOTAL:		11,790.00 *
	81995		11/26/24	01	LM-NORTH RECEIVING STATION	51-510-60-00-6011	26,135.50
					INVOICE TOTAL:		26,135.50 *

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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541819	EEI	ENGINEERING ENTERPRISES, INC.					
	81996		11/26/24	01	LM-SOUTH RECEIVING STATION	51-510-60-00-6011	16,127.50
					INVOICE TOTAL:		16,127.50 *
	81997		11/26/24	01	LM-SOUTH RECEIVING STATION	51-510-60-00-6011	4,350.00
				02	STANDPIPE	** COMMENT **	
					INVOICE TOTAL:		4,350.00 *
	81998		11/26/24	01	LM-NORTHWEST ELEVATED WATER	51-510-60-00-6011	14,974.00
				02	STORAGE TANK	** COMMENT **	
					INVOICE TOTAL:		14,974.00 *
	81999		11/26/24	01	LM-RT126 WATER MAIN	51-510-60-00-6011	1,482.00
				02	IMPROVEMENTS	** COMMENT **	
					INVOICE TOTAL:		1,482.00 *
	82000		11/26/24	01	GRANDE RESERVE-UNITS 10 & 11	90-223-00-00-0111	22,207.63
					INVOICE TOTAL:		22,207.63 *
	82001		11/26/24	01	OLD POST OFFICE-LEGAL	01-640-54-00-5465	1,638.00
				02	SURVEYING	** COMMENT **	
					INVOICE TOTAL:		1,638.00 *
	82002		11/26/24	01	2025 WATER MAIN REPLACEMENT	51-510-60-00-6025	37,096.00
					INVOICE TOTAL:		37,096.00 *
	82003		11/26/24	01	LM-LAND AQUISITION SERVICES	51-510-60-00-6011	1,077.00
					INVOICE TOTAL:		1,077.00 *
	82004		11/26/24	01	YORKVILLE WATER RATE STUDY	51-510-54-00-5465	684.00
					INVOICE TOTAL:		684.00 *
	82005		11/26/24	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465	598.50
					INVOICE TOTAL:		598.50 *
	82006		11/26/24	01	GRANDE RESERVE-UNITS 26 & 27	90-147-00-00-0111	1,883.00
					INVOICE TOTAL:		1,883.00 *
01-110	ADMIN			12-112	SUNFLOWER SSA		
01-120	FINANCE			15-155	MOTOR FUEL TAX (MFT)	25-225	PARK & RECREATION CAPITAL
01-210	POLICE			23-230	CITY WIDE CAPITAL	51-510	WATER OPERATIONS
01-220	COMMUNITY DEVELOPMENT			24-216	BUILDING & GROUNDS	52-520	SEWER OPERATIONS
01-410	STREETS OPERATIONS			25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT
01-640	ADMINISTRATIVE SERVICES			25-212	GENERAL GOVERNMENT CAPITAL	79-795	RECREATION DEPARTMENT
11-111	FOX HILL SSA			25-215	PUBLIC WORKS CAPITAL	82-820	LIBRARY OPERATIONS
						84-840	LIBRARY CAPITAL
						87-870	COUNTRYSIDE TIF
						88-880	DOWNTOWN TIF
						89-890	DOWNTOWN II TIF
						90-XXX	DEVELOPER ESCROW
						95-000	ESCROW DEPOSIT

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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
541819	EEI	ENGINEERING ENTERPRISES, INC.					
	82007		11/26/24	01	GRANDE RESERVE-UNIT 7	01-640-54-00-5465	2,533.00
					INVOICE TOTAL:		2,533.00 *
	82008		11/26/24	01	GRANDE RESERVE-UNITS 15 & 22	01-640-54-00-5465	897.00
					INVOICE TOTAL:		897.00 *
	82009		11/26/24	01	KENDALL MARKETPLACE-LOT 52	90-154-00-00-0111	991.00
				02	PHASE 2 & 3 RESUB	** COMMENT **	
					INVOICE TOTAL:		991.00 *
	82010		11/26/24	01	YBSD SOLIDS HANDLING	01-640-54-00-5465	380.00
				02	IMPROVEMENTS	** COMMENT **	
					INVOICE TOTAL:		380.00 *
	82011		11/26/24	01	GRANDE RESERVE-UNIT 20	01-640-54-00-5465	939.00
					INVOICE TOTAL:		939.00 *
	82012		11/26/24	01	GRANDE RESERVE-UNIT 9	01-640-54-00-5465	1,916.00
					INVOICE TOTAL:		1,916.00 *
	82013		11/26/24	01	BRIGHT FARMS	90-173-00-00-0111	2,664.00
					INVOICE TOTAL:		2,664.00 *
	82014		11/26/24	01	KENDALLWOOD ESTATES-RALLY	90-174-00-00-0111	1,758.00
					INVOICE TOTAL:		1,758.00 *
	82015		11/26/24	01	WELL MONITORING DASHBOARDS	01-640-54-00-5465	105.00
					INVOICE TOTAL:		105.00 *
	82016		11/26/24	01	BRISTOL BAY-UNIT 13	90-179-00-00-0111	210.00
					INVOICE TOTAL:		210.00 *
	82017		11/26/24	01	KENNEDY RD & FREEDOM PLACE	23-230-60-00-6087	324.00
				02	INTERSECTION IMPROVEMENTS	** COMMENT **	
					INVOICE TOTAL:		324.00 *

01-110 ADMIN  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREETS OPERATIONS  
01-640 ADMINISTRATIVE SERVICES  
11-111 FOX HILL SSA

12-112 SUNFLOWER SSA  
15-155 MOTOR FUEL TAX (MFT)  
23-230 CITY WIDE CAPITAL  
24-216 BUILDING & GROUNDS  
25-205 POLICE CAPITAL  
25-212 GENERAL GOVERNMENT CAPITAL  
25-215 PUBLIC WORKS CAPITAL

25-225 PARK & RECREATION CAPITAL  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPARTMENT  
82-820 LIBRARY OPERATIONS

84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
89-890 DOWNTOWN II TIF  
90-XXX DEVELOPER ESCROW  
95-000 ESCROW DEPOSIT

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541819	EEI	ENGINEERING ENTERPRISES, INC.					
	82018		11/26/24	01	CALEDONIA - UNIT 3	90-188-00-00-0111	1,476.00
					INVOICE TOTAL:		1,476.00 *
	82019		11/26/24	01	GENERAL LAKE MICHIGAN/DWC	01-640-54-00-5465	2,214.00
				02	COORDINATION	** COMMENT **	
					INVOICE TOTAL:		2,214.00 *
	82020		11/26/24	01	GRANDE RESERVE-UNIT 4	01-640-54-00-5465	2,402.00
					INVOICE TOTAL:		2,402.00 *
	82021		11/26/24	01	GRANDE RESERVE-UNIT 6	01-640-54-00-5465	94.00
					INVOICE TOTAL:		94.00 *
	82022		11/26/24	01	LAKE MICHIGAN	51-510-60-00-6011	157.50
				02	CONNECTION-CORROSION CONTROL	** COMMENT **	
				03	STUDY	** COMMENT **	
					INVOICE TOTAL:		157.50 *
					CHECK TOTAL:		168,854.63
541820	EEI	ENGINEERING ENTERPRISES, INC.					
	82023		11/26/24	01	PUBLIC WORKS SITE-BOOMBAH BLVD	24-216-60-00-6042	21,480.00
					INVOICE TOTAL:		21,480.00 *
					CHECK TOTAL:		21,480.00
541821	EEI	ENGINEERING ENTERPRISES, INC.					
	82024		11/26/24	01	NORTHPOINTE SUBDIVISION	90-195-00-00-0111	912.00
					INVOICE TOTAL:		912.00 *
	82025		11/26/24	01	WELL #10 AND RAW WATER MAIN	51-510-60-00-6029	8,167.75
					INVOICE TOTAL:		8,167.75 *

01-110 ADMIN  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREETS OPERATIONS  
01-640 ADMINISTRATIVE SERVICES  
11-111 FOX HILL SSA

12-112 SUNFLOWER SSA  
15-155 MOTOR FUEL TAX (MFT)  
23-230 CITY WIDE CAPITAL  
24-216 BUILDING & GROUNDS  
25-205 POLICE CAPITAL  
25-212 GENERAL GOVERNMENT CAPITAL  
25-215 PUBLIC WORKS CAPITAL

25-225 PARK & RECREATION CAPITAL  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPARTMENT  
82-820 LIBRARY OPERATIONS

84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
89-890 DOWNTOWN II TIF  
90-XXX DEVELOPER ESCROW  
95-000 ESCROW DEPOSIT

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541821	EEI	ENGINEERING ENTERPRISES, INC.					
	82026		11/26/24	01	GREEN DOOR KELAKA	90-191-00-00-0111	4,550.50
					INVOICE TOTAL:		4,550.50 *
	82027		11/26/24	01	2024 WATER MAIN REPLACEMENT-A	51-510-60-00-6025	17,738.50
					INVOICE TOTAL:		17,738.50 *
	82028		11/26/24	01	2024 WATER MAIN REPLACEMENT-B	51-510-60-00-6025	510.00
					INVOICE TOTAL:		510.00 *
	82029		11/26/24	01	KENDALL COUNTY BLDG-FOX ST	01-640-54-00-5465	502.00
					INVOICE TOTAL:		502.00 *
					CHECK TOTAL:		32,380.75
541822	EEI	ENGINEERING ENTERPRISES, INC.					
	82030		11/26/24	01	ELDAMAIN WATER MAIN LOOP-LP	51-510-60-00-6024	50,202.82
					INVOICE TOTAL:		50,202.82 *
					CHECK TOTAL:		50,202.82
541823	EEI	ENGINEERING ENTERPRISES, INC.					
	82031		11/26/24	01	MARS WRIGLEY YVR EXPANSION	90-235-00-00-0111	663.00
					INVOICE TOTAL:		663.00 *
	82032		11/26/24	01	2820 BEECHER SOLAR	90-231-00-00-0111	667.50
					INVOICE TOTAL:		667.50 *
	82033		11/26/24	01	WWS NEEDS ASSESSMENT	01-640-54-00-5465	829.50
				02	CALCULATIONS UPDATE	** COMMENT **	
					INVOICE TOTAL:		829.50 *
	82034		11/26/24	01	FY 2026 BUDGET	01-640-54-00-5465	4,074.00
					INVOICE TOTAL:		4,074.00 *

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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541823	EEI	ENGINEERING ENTERPRISES, INC.					
	82035		11/26/24	01	PIONEER DEVELOPMENT	01-640-54-00-5465	2,668.00
					INVOICE TOTAL:		2,668.00 *
	82036		11/26/24	01	HEARTLAND MEADOWS WEST	90-232-00-00-0111	2,673.50
					INVOICE TOTAL:		2,673.50 *
	82037		11/26/24	01	CRIMSON LANE ROW DEDICATION	01-640-54-00-5465	1,341.00
					INVOICE TOTAL:		1,341.00 *
	82038		11/26/24	01	DMYF, LLLP	90-234-00-00-0111	387.00
					INVOICE TOTAL:		387.00 *
	82039		11/29/24	01	TRAFFIC CONTROL SIGNAGE AND	01-640-54-00-5465	8,022.00
				02	MARKINGS	** COMMENT **	
					INVOICE TOTAL:		8,022.00 *
	82040		11/26/24	01	GRANDE RESERVE-UNIT 3	01-640-54-00-5465	2,585.00
					INVOICE TOTAL:		2,585.00 *
					CHECK TOTAL:		23,910.50
541824	FIRSTNET	AT&T MOBILITY					
	287313454005X1203202		11/25/24	01	NOV 2024 MOBILE DEVICES	01-220-54-00-5440	42.20
				02	NOV 2024 MOBILE DEVICES	51-510-54-00-5440	42.20
				03	NOV 2024 MOBILE DEVICES	01-110-54-00-5440	42.20
				04	NOV 2024 MOBILE DEVICES	01-210-54-00-5440	838.04
				05	NOV 2024 MOBILE DEVICES	79-795-54-00-5440	42.20
					INVOICE TOTAL:		1,006.84 *
					CHECK TOTAL:		1,006.84
541825	FIRSTNET	AT&T MOBILITY					
	287313454207X1203202		11/25/24	01	NOV 2024 MOBILE DEVICES	01-220-54-00-5440	253.20

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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541825	FIRSTNET	AT&T MOBILITY					
	287313454207X1203202		11/25/24	02	NOV 2024 MOBILE DEVICES	79-790-54-00-5440	36.24
				03	NOV 2024 MOBILE DEVICES	79-795-54-00-5440	156.88
				04	NOV 2024 MOBILE DEVICES	51-510-54-00-5440	235.32
				05	NOV 2024 MOBILE DEVICES	52-520-54-00-5440	72.48
					INVOICE TOTAL:		754.12 *
					CHECK TOTAL:		754.12
541826	GARDKOCH	GARDINER KOCH & WEISBERG					
	H-2364C-22044		12/12/24	01	KIMBALL HILL I MATTERS	01-640-54-00-5461	246.80
					INVOICE TOTAL:		246.80 *
					CHECK TOTAL:		246.80
541827	GREGORYK	KATELYN GREGORY					
	111324-PDS		12/06/24	01	PDS CONFERENCE MILEAGE	79-795-54-00-5415	195.64
				02	REIMBURSEMENT	** COMMENT **	
					INVOICE TOTAL:		195.64 *
					CHECK TOTAL:		195.64
541828	GROOT	GROOT INC					
	13558329T102		12/01/24	01	NOV 2024 REFUSE SERVICE	01-540-54-00-5442	154,663.07
				02	NOV 2024 SR REFUSE SERVICE	01-540-54-00-5441	4,440.27
					INVOICE TOTAL:		159,103.34 *
					CHECK TOTAL:		159,103.34
541829	HARRIS	HARRIS COMPUTER SYSTEMS					
	FORMXT004044		12/12/24	01	2024 AP TAX FORMS	01-120-56-00-5610	185.70
					INVOICE TOTAL:		185.70 *

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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541829	HARRIS	HARRIS COMPUTER SYSTEMS					
		FORMXT004146	11/27/24	01	2024 PAYROLL TAX FORMS	01-120-56-00-5610	222.58
					INVOICE TOTAL:		222.58 *
		MSIXT0000584	11/27/24	01	NOV 2024 MYGOVHUB FEES	01-120-54-00-5462	340.87
				02	NOV 2024 MYGOVHUB FEES	51-510-54-00-5462	511.30
				03	NOV 2024 MYGOVHUB FEES	52-520-54-00-5462	150.38
					INVOICE TOTAL:		1,002.55 *
					CHECK TOTAL:		1,410.83
541830	HIGHSTAR	HIGH STAR TRAFFIC					
		9992	12/09/24	01	10 POST DELINEATORS	23-230-56-00-5619	1,240.00
					INVOICE TOTAL:		1,240.00 *
					CHECK TOTAL:		1,240.00
541831	IMPERINV	IMPERIAL INVESTMENTS					
		OCT 2024-REBATE	12/09/24	01	OCT 2024 BUSINESS DIST.REBATE	01-000-24-00-2488	2,217.59
					INVOICE TOTAL:		2,217.59 *
					CHECK TOTAL:		2,217.59
541832	INTERDEV	INTERDEV, LLC					
		MSP-1047362	11/30/24	01	IT BILLING FOR NOV 2024	01-640-54-00-5450	19,960.17
					INVOICE TOTAL:		19,960.17 *
					CHECK TOTAL:		19,960.17
541833	IPWMAN	ILLINOIS PUBLIC WORKS					
		2711	12/02/24	01	MEMBERSHIP RENEWAL	51-510-54-00-5460	250.00
					INVOICE TOTAL:		250.00 *
					CHECK TOTAL:		250.00

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



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541834	JIMSTRCK	JIM'S TRUCK INSPECTION LLC					
	205089		08/29/24	01	TRUCK INSPECTION	01-410-54-00-5490	43.00
					INVOICE TOTAL:		43.00 *
	20621		10/28/24	01	TRUCK INSPECTION	01-410-54-00-5490	43.00
					INVOICE TOTAL:		43.00 *
	206222		10/28/24	01	TRUCK INSPECTION	01-410-54-00-5490	43.00
					INVOICE TOTAL:		43.00 *
	206223		10/28/24	01	TRUCK INSPECTION	01-410-54-00-5490	43.00
					INVOICE TOTAL:		43.00 *
	206224		10/28/24	01	TRUCK INSPECTION	01-410-54-00-5490	43.00
					INVOICE TOTAL:		43.00 *
	206225		10/28/24	01	TRUCK INSPECTION	01-410-54-00-5490	65.00
					INVOICE TOTAL:		65.00 *
	206226		10/28/24	01	TRUCK INSPECTION	01-410-54-00-5490	43.00
					INVOICE TOTAL:		43.00 *
	206889		12/06/24	01	TRUCK INSPECTION	79-790-54-00-5495	43.00
					INVOICE TOTAL:		43.00 *
	206909		12/09/24	01	TRUCK INSPECTION	79-790-54-00-5495	43.00
					INVOICE TOTAL:		43.00 *
	206919		12/09/24	01	TRUCK INSPECTION	79-790-54-00-5495	41.00
					INVOICE TOTAL:		41.00 *
					CHECK TOTAL:		450.00
541835	KCGIS	KENDALL COUNTY GIS					
	KCGIS-YRKVL-FY24-Q4		12/09/24	01	9/1/24-11/30/24 QUARTERLY	01-220-54-00-5462	930.00

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 NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
541835	KCGIS	KENDALL COUNTY GIS					
	KCGIS-YRKVL-FY24-Q4		12/09/24	02	BILLING	** COMMENT ** INVOICE TOTAL:	930.00 *
					CHECK TOTAL:		930.00
541836	KCHIGHWA	KENDALL COUNTY HIGHWAY DEPT.					
	2025 IGLOO		12/01/24	01	SALT IGLOO 2025 ANNUAL	01-410-54-00-5462	250.00
				02	MAINTENANCE FEE	** COMMENT ** INVOICE TOTAL:	250.00 *
					CHECK TOTAL:		250.00
541837	KENCOM	KENCOM PUBLIC SAFETY DISPATCH					
	647		12/04/24	01	SEPT-NOV 2024 IP FLEXIBLE	01-640-54-00-5449	115.56
				02	REACH FEES	** COMMENT ** INVOICE TOTAL:	115.56 *
					CHECK TOTAL:		115.56
541838	KENDCROS	KENDALL CROSSING, LLC					
	BD REBATE 10/24		12/09/24	01	OCT 2024 BUSINESS DIST.REBATE	01-000-24-00-2487	6,234.25
					INVOICE TOTAL:		6,234.25 *
					CHECK TOTAL:		6,234.25
541839	KENDEDC	KENDALL COUNTY					
	YORK DRAINAGE ARPA		12/09/24	01	REMAINING ROB ROY DRAINAGE	23-000-24-00-2434	80,404.72
				02	DISTRICT DEPOSIT	** COMMENT ** INVOICE TOTAL:	80,404.72 *
					CHECK TOTAL:		80,404.72

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

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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
541840	KLUBER	KLUBER, INC					
	9315		11/30/24	01	CITY OF YORKVILLE PUBLIC	24-216-60-00-6042	240,413.70
				02	WORKS & PARK MAINTENANCE	** COMMENT **	
				03	BUILDING COMPLETED WORK	** COMMENT **	
					INVOICE TOTAL:		240,413.70 *
					CHECK TOTAL:		240,413.70
541841	MARCO	MARCO TECHNOLOGIES LLC					
	543419402		11/26/24	01	11/20-12/20 COPIER LEASE	01-110-54-00-5485	259.29
				02	11/20-12/20 COPIER LEASE	01-120-54-00-5485	259.27
				03	11/20-12/20 COPIER LEASE	01-220-54-00-5485	518.58
				04	11/20-12/20 COPIER LEASE	01-210-54-00-5485	663.73
				05	11/20-12/20 COPIER LEASE	51-510-54-00-5485	51.47
				06	11/20-12/20 COPIER LEASE	01-410-54-00-5485	51.47
				07	11/20-12/20 COPIER LEASE	52-520-54-00-5485	51.46
				08	11/20-12/20 COPIER LEASE	79-795-54-00-5485	259.29
				09	11/20-12/20 COPIER LEASE	79-790-54-00-5485	154.38
					INVOICE TOTAL:		2,268.94 *
					CHECK TOTAL:		2,268.94
541842	MARTENSO	MARTENSON TURF PRODUCTS					
	97223		10/04/24	01	DYLOX GRANULARS	79-790-56-00-5646	984.30
					INVOICE TOTAL:		984.30 *
	97236		10/07/24	01	DYLOX GRANULARS	79-790-56-00-5646	3,474.00
					INVOICE TOTAL:		3,474.00 *
					CHECK TOTAL:		4,458.30
541843	MIDWSALT	MIDWEST SALT					
	P477644		11/20/24	01	BULK ROCK SALT	51-510-56-00-5638	3,310.62
					INVOICE TOTAL:		3,310.62 *
					CHECK TOTAL:		3,310.62

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 NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
541844	MROWCO	MATHEWSON RIGHT OF WAY CO,					
	24-0387-02		11/30/24	01	LAKE MICHIGAN WATER SYSTEM	51-510-60-00-6011	12,375.00
				02	IMPROVEMENT PROJECT	** COMMENT **	
					INVOICE TOTAL:		12,375.00 *
					CHECK TOTAL:		12,375.00
541845	NEOPOST	QUADIENT FINANCE USA, INC					
	120524		12/05/24	01	REFILL POSTAGE MACHINE	01-000-14-00-1410	300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
541846	NICOR	NICOR GAS					
	00-41-22-8748 4-1124		12/02/24	01	10/31-12/02 1107 PRAIRIE LN	01-110-54-00-5480	55.65
					INVOICE TOTAL:		55.65 *
	15-64-61-3532 5-1124		12/02/24	01	10/31-12/02 1991 CANNONBALL TR	01-110-54-00-5480	54.80
					INVOICE TOTAL:		54.80 *
	20-52-56-2042 1-1124		11/27/24	01	10/29-11/27 420 FAIRHAVEN	01-110-54-00-5480	149.90
					INVOICE TOTAL:		149.90 *
	23-45-91-4862 5-1124		12/03/24	01	11/01-12/03 101 BRUELL	01-110-54-00-5480	150.15
					INVOICE TOTAL:		150.15 *
	37-35-53-1941 1-1124		12/06/24	01	11/06-12/06 185 WOLF ST	01-110-54-00-5480	197.32
					INVOICE TOTAL:		197.32 *
	40-52-64-8356 1-1124		12/04/24	01	11/04-12/04 102 E VAN EMMON	01-110-54-00-5480	346.99
					INVOICE TOTAL:		346.99 *
	46-69-47-6727 1-1124		12/06/24	01	11/06-12/06 1975 N BRIDGE	01-110-54-00-5480	148.14
					INVOICE TOTAL:		148.14 *

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 NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
541846	NICOR	NICOR GAS					
	61-60-41-1000	9-1124	12/03/24	01	11/01-12/03 610 TOWER	01-110-54-00-5480	470.08
					INVOICE TOTAL:		470.08 *
	66-70-44-6942	9-1124	12/06/24	01	11/06-12/06 1908 RAINTREE	01-110-54-00-5480	154.02
					INVOICE TOTAL:		154.02 *
	80-56-05-1157	0-1124	12/06/24	01	11/06-12/06 2512 ROSEMONT	01-110-54-00-5480	59.57
					INVOICE TOTAL:		59.57 *
	83-80-00-1000	7-1124	12/03/24	01	11/01-12/03 610 TOWER UNIT B	01-110-54-00-5480	183.82
					INVOICE TOTAL:		183.82 *
	91-85-68-4012	8-1124	12/04/24	01	10/31-12/02 902 GAME FARM RD	82-820-54-00-5480	1,639.03
					INVOICE TOTAL:		1,639.03 *
					CHECK TOTAL:		3,609.47
541847	RASLAND	R.A.S. LAND MANAGEMENT					
	3770		12/10/24	01	ESTABLISH PROPER GRADING ON	23-230-60-00-6034	124,714.28
				02	BOTH SIDES OF ROB ROY DRAINAGE	** COMMENT **	
				03	DITCH	** COMMENT **	
					INVOICE TOTAL:		124,714.28 *
					CHECK TOTAL:		124,714.28
541848	RSMITS	R. SMITS & SONS					
	120924-2024	LEAF	12/09/24	01	2024 FALL LEAF DISPOSAL	01-540-54-00-5443	8,064.00
					INVOICE TOTAL:		8,064.00 *
					CHECK TOTAL:		8,064.00
541849	RUSHTRCK	RUSH TRUCK CENTER					

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)	52-520	SEWER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	51-510	WATER 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 NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
541849	RUSHTRCK	RUSH TRUCK CENTER					
	3039730746		12/03/24	01	THERMOSTAT ASSEMBLY	01-410-54-00-5490	135.65
					INVOICE TOTAL:		135.65 *
					CHECK TOTAL:		135.65
541850	SECSTATE	SECRETARY OF STATE					
	2024 MACK PLATES		12/17/24	01	2024 MACK TRUCK PLATES	25-215-60-00-6070	173.00
					INVOICE TOTAL:		173.00 *
					CHECK TOTAL:		173.00
541851	SENDRAS	SAMANTHA SENDRA					
	111324-PDS		12/06/24	01	PDS CONFERENCE MILEAGE	79-795-54-00-5415	195.64
				02	REIMBURSEMENT	** COMMENT **	
					INVOICE TOTAL:		195.64 *
					CHECK TOTAL:		195.64
541852	SENIOR	SENIOR SERVICES ASSOCIATES, INC					
	2024 SANTA		11/21/24	01	2024 BREAKFAST WITH SANTA	79-795-56-00-5606	645.00
				02	PROCEEDS	** COMMENT **	
					INVOICE TOTAL:		645.00 *
					CHECK TOTAL:		645.00
541853	SPEER	SPEER FINANCIAL, INC.					
	D11/24-30		11/29/24	01	2024 CONTINUING DISCLOSURE	01-120-54-00-5462	1,000.00
					INVOICE TOTAL:		1,000.00 *
					CHECK TOTAL:		1,000.00

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

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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
541854	STANDE	STANDARD EQUIPMENT CO					
	P00815		11/18/24	01	SONETICS REPAIR	51-510-56-00-5640	226.37
					INVOICE TOTAL:		226.37 *
					CHECK TOTAL:		226.37
541855	VITOSH	CHRISTINE M. VITOSH					
	2258		11/19/24	01	11/12/24 MEETING	90-234-00-00-0011	125.00
				02	11/12/24 MEETING-TAX LEVY	01-110-54-00-5462	125.00
					INVOICE TOTAL:		250.00 *
	2259		11/20/24	01	11/13/24 P & Z MEETING	90-234-00-00-0011	150.00
				02	11/13/24 P & Z MEETING	90-232-00-00-0011	150.00
					INVOICE TOTAL:		300.00 *
	CMV 2271		12/03/24	01	12/02/24 ELECTORAL BOARD	01-110-54-00-5462	687.50
					INVOICE TOTAL:		687.50 *
					CHECK TOTAL:		1,237.50
541856	WILCOXM	CATHERINE B. WILCOX					
	2025 HTD-DEPOSIT		12/04/24	01	2025 HOMETOWN DAYS DEPOSIT	79-000-14-00-1400	2,750.00
					INVOICE TOTAL:		2,750.00 *
					CHECK TOTAL:		2,750.00
541857	YBSD	YORKVILLE BRISTOL					
	133-0-120424		12/04/24	01	08/31-10/31 SANITARY SERVICE	51-510-54-00-5480	94.00
				02	FOR 610 TOWER	** COMMENT **	
					INVOICE TOTAL:		94.00 *
					CHECK TOTAL:		94.00

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

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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
541858	YBSD	YORKVILLE BRISTOL					
	2024022		12/04/24	01	DEC 2024 LANDFILL EXPENSE	51-510-54-00-5445	19,539.90
					INVOICE TOTAL:		19,539.90 *
					CHECK TOTAL:		19,539.90
541859	YBSD	YORKVILLE BRISTOL					
	32-0-120424		12/04/24	01	08/31-10/31 SANITARY SERVICE	01-110-54-00-5480	94.00
				02	FOR 102 E VAN EMMON	** COMMENT **	
					INVOICE TOTAL:		94.00 *
	365-0-120424		12/04/24	01	08/31-10/31 SANITARY SERVICE	01-110-54-00-5480	528.00
				02	FOR 651 PRAIRIE POINTE	** COMMENT **	
					INVOICE TOTAL:		528.00 *
	420-0-120424		12/04/24	01	08/31-10/31 SANITARY SERVICE	01-110-54-00-5480	94.00
				02	FOR 185 WOLF ST	** COMMENT **	
					INVOICE TOTAL:		94.00 *
	445-0-120424		12/04/24	01	08/31-10/31 SANITARY SERVICE	79-795-54-00-5480	114.00
				02	FOR 201 W HYDRAULIC	** COMMENT **	
					INVOICE TOTAL:		114.00 *
	487-0-120424		12/04/24	01	08/31-10/31 SANITARY SERVICE	01-110-54-00-5480	94.00
				02	FOR 651 PRAIRIE POINTE	** COMMENT **	
					INVOICE TOTAL:		94.00 *
					CHECK TOTAL:		924.00
541860	YOUNGM	MARLYS J. YOUNG					
	090324-EDC		09/08/24	01	09/03/24 EDC MEETING MINUTES	01-110-54-00-5462	85.00
					INVOICE TOTAL:		85.00 *
	111324-JOINT		11/19/24	01	11/13/24 MEETING MINUTES	01-220-54-00-5462	85.00
					INVOICE TOTAL:		85.00 *

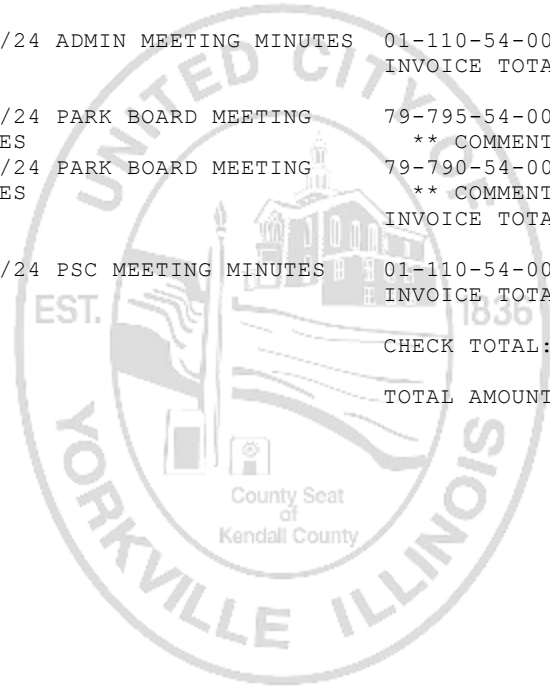
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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 NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
541860	YOUNGM	MARLYS J. YOUNG					
	111324-P&Z		11/25/24	01	11/13/24 P & Z MEETING MINUTES	90-232-00-00-0011	21.25
				02	11/13/24 P & Z MEETING MINUTES	90-234-00-00-0011	21.25
				03	11/13/24 P & Z MEETING MINUTES	90-228-00-00-0011	21.25
				04	11/13/24 P & Z MEETING MINUTES	90-222-00-00-0011	21.25
					INVOICE TOTAL:		85.00 *
	111924-PW		11/30/24	01	11/19/24 PW MEETING MINUTES	01-110-54-00-5462	85.00
					INVOICE TOTAL:		85.00 *
	112024-ADMIN		12/01/24	01	11/20/24 ADMIN MEETING MINUTES	01-110-54-00-5462	85.00
					INVOICE TOTAL:		85.00 *
	112124-PK		12/10/24	01	11/21/24 PARK BOARD MEETING	79-795-54-00-5462	42.50
				02	MINUTES	** COMMENT **	
				03	11/21/24 PARK BOARD MEETING	79-790-54-00-5462	42.50
				04	MINUTES	** COMMENT **	
					INVOICE TOTAL:		85.00 *
	112124-PSC		12/03/24	01	11/21/24 PSC MEETING MINUTES	01-110-54-00-5462	85.00
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		595.00
					TOTAL AMOUNT PAID:		1,362,738.67



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: 12/18/24  
TIME: 07:30:01  
ID: AP211001.WOW

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INVOICES DUE ON/BEFORE 12/19/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541797	AKREN	NATHAN AKRE					
	121424	12/14/24	01	REFEREE	79-795-54-00-5462		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
D003884	OLEARYM	MARTIN J. O'LEARY					
	120724-121424	12/13/24	01	REFEREE	79-795-54-00-5462		350.00
					INVOICE TOTAL:		350.00 *
					DIRECT DEPOSIT TOTAL:		350.00
D003885	PATTONS	SHANE PATTON					
	120724-121424	12/13/24	01	REFEREE	79-795-54-00-5462		220.00
					INVOICE TOTAL:		220.00 *
					DIRECT DEPOSIT TOTAL:		220.00
D003886	PAVLIKB	ROBERT J. PAVLIK					
	120724-121424	12/13/24	01	REFEREE	79-795-54-00-5462		300.00
					INVOICE TOTAL:		300.00 *
					DIRECT DEPOSIT TOTAL:		300.00
D003887	YORKEDU	YORKVILLE EDUCATIONAL					
	FORE 2024	12/04/24	01	2024 FORE YORKVILLE GOLF SPLIT	79-795-56-00-5606		3,770.51
					INVOICE TOTAL:		3,770.51 *
					DIRECT DEPOSIT TOTAL:		3,770.51
					TOTAL CHECKS PAID:		50.00
					TOTAL DEPOSITS PAID:		4,690.51
					TOTAL AMOUNT PAID:		4,690.51

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900156	FNBO	FIRST NATIONAL BANK OMAHA			12/25/24		
	122524-A.SIMMONS	11/30/24	01	NICOR-10/2-11/1 650 PRAIRIE		01-110-54-00-5440	157.45
			02	POINTE DR		** COMMENT **	
			03	KC PRINT-3,000 AP CHECKS		01-120-56-00-5610	405.15
			04	ADS-NOV-OCT 2024 ALARM		82-820-54-00-5462	1,742.76
			05	MONITORING		** COMMENT **	
			06	QUADIENT-11/28-02/27 POSTAGE		01-120-54-00-5485	241.80
			07	MACHINE LEASE		** COMMENT **	
			08	COMCAST-10/20-11/19 651		01-110-54-00-5440	82.02
			09	PRAIRIE POINTE INTERNET		** COMMENT **	
			10	COMCAST-10/20-11/19 651		01-220-54-00-5440	87.48
			11	PRAIRIE POINTE INTERNET		** COMMENT **	
			12	COMCAST-10/20-11/19 651		01-120-54-00-5440	60.15
			13	PRAIRIE POINTE INTERNET		** COMMENT **	
			14	COMCAST-10/20-11/19 651		79-790-54-00-5440	87.48
			15	PRAIRIE POINTE INTERNET		** COMMENT **	
			16	COMCAST-10/20-11/19 651		01-210-54-00-5440	437.42
			17	PRAIRIE POINTE INTERNET		** COMMENT **	
			18	COMCAST-10/20-11/19 651		79-795-54-00-5440	87.49
			19	PRAIRIE POINTE INTERNET		** COMMENT **	
			20	VERIZON-10/02-11/01 IN CAR UNI		01-210-54-00-5440	756.21
			21	GOTO-NOV 2024 PHONE CHARGES		01-110-54-00-5440	165.86
			22	GOTO-NOV 2024 PHONE CHARGES165		01-220-54-00-5440	176.91
			23	GOTO-NOV 2024 PHONE CHARGES		01-120-54-00-5440	121.63
			24	GOTO-NOV 2024 PHONE CHARGES		79-795-54-00-5440	176.91
			25	GOTO-NOV 2024 PHONE CHARGES		01-210-54-00-5440	884.58
				INVOICE TOTAL:			5,671.30 *
	122524-B.BEHRNS	11/30/24	01	MENARDS#110124-LUMBER, SCREWS		01-410-56-00-5620	78.89
			02	MENARDS#112524-PVC GARAGE		24-216-56-00-5656	250.31
			03	DOOR STOP, FASCIA, TRIM		** COMMENT **	
			04	MENARDS#112224-SCREWS, SHIMS,		01-410-56-00-5620	42.44
			05	CARP PENCIL		** COMMENT **	
				INVOICE TOTAL:			371.64 *
	122524-B.BLYSTONE	11/30/24	01	AMAZON-WHITE OUT, PAPER CLIPS,		01-110-56-00-5610	182.11
			02	COPY PAPER, ENVELOPES		** COMMENT **	
			03	MSI TEST TRANSACTION		01-000-48-00-4850	1.00
				INVOICE TOTAL:			183.11 *
	122524-B.OLSON	11/30/24	01	ZOOM-11/23-12/22 USER FEES		01-110-54-00-5462	189.95
				INVOICE TOTAL:			189.95 *
	122524-C.PRUITT	11/30/24	01	RED CROSS-BLOODBORNE		79-795-54-00-5412	35.00
			02	PATHOGENS TRAINING		** COMMENT **	
			03	IL SAFETY-CPR TRAINING		79-795-54-00-5412	60.00
				INVOICE TOTAL:			95.00 *

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900156	FNBO	FIRST NATIONAL BANK OMAHA			12/25/24		
	122524-D.BROWN	11/30/24	01	MENARDS#112024-BLADES, CATALYST	51-510-56-00-5620		48.97
			02	MENARDS#BATTERY	51-510-56-00-5630		134.82
			05	MENARDS#110524-WIPER BLADES	51-510-56-00-5620		80.45
			06	MENARDS#111524-TRIPOD LIGHT	51-510-56-00-5640		174.95
			07	MENARDS#111524-RADON	51-510-56-00-5638		129.99
			08	MITIGATING FAN KIT	** COMMENT **		
			09	HOME DEPO-CONCRETE MIX	51-510-56-00-5640		36.40
			10	GRAINGER-STRAINER SCREEN	51-510-56-00-5620		5.30
			11	GRAINGER-ROLLER CHAIN	51-510-56-00-5620		50.21
			12	GRAINGER-ENGINE BLOCK HEATER	51-510-56-00-5638		184.63
				INVOICE TOTAL:			845.72 *
	122524-D.HENNE	11/30/24	01	MENARDS#112224-CONNECTORS	01-410-56-00-5620		27.97
			02	MENARDS#103024-HINGE STRAP,	01-410-56-00-5620		63.86
			03	PINTLES	** COMMENT **		
			04	MENARDS#103024-BUNGEE SET	01-410-56-00-5620		18.56
			05	MENARDS#112024-SPLICE	23-230-56-00-5642		19.56
			06	NAPA#378300-IGNITION SEALER,	01-410-56-00-5628		31.87
			07	CONNECTORS, HEAT SHRINK	** COMMENT **		
			08	TUBING, BATTERY CABLE LUB	** COMMENT **		
			09	NAPA#378353-BATTERY CABLES	01-410-56-00-5628		36.65
			10	AERO-TARP	01-410-56-00-5620		215.98
				INVOICE TOTAL:			414.45 *
	122524-D.SMITH	11/30/24	01	MENARDS#111524-NAILS, ANCHOR	25-225-60-00-6020		615.69
			02	TIES, LUMBER	** COMMENT **		
			03	MENARDS#102924-GARAGE DOOR	25-225-60-00-6020		871.99
			04	MENARDS#111224-NAILS,	25-225-60-00-6020		776.80
			05	HOUSEWRAP, PLYWOOD	** COMMENT **		
			06	MENARDS#110424-ANCHORS,	25-225-60-00-6020		933.31
			07	NAILS, FOAMSEAL, LUMBER	** COMMENT **		
			08	MENARDS#110624-LUMBER, PLYWOOD	25-225-60-00-6020		83.14
			09	MENARDS#111824-PLYWOOD, LUMBER	25-225-60-00-6020		605.88
			10	MENARDS#112124-RETURNED LUMBER	25-225-60-00-6020		-131.78
			11	MENARDS#112024-LUMBER	25-225-60-00-6020		113.31
			12	MENARDS#111524-LUMBER	25-225-60-00-6020		529.39
			13	MENARDS#110524-LUMBER	25-225-60-00-6020		24.96
			14	CENTRAL SOD-SOD	79-790-56-00-5646		621.00
			15	CENTRAL SOD-SOD	79-790-56-00-5646		480.00
			16	MENARDS#112024-NAILS, ANGLES	25-225-60-00-6020		13.26
			17	HOME DEPO-TAPE MEASURE,	79-790-56-00-5630		108.17
			18	RAFTER SQUARE, SCREWDRIVERS	** COMMENT **		
				INVOICE TOTAL:			5,645.12 *
	122524-D.YODER	11/30/24	01	MENARDS#112224-CONCRETE MIX	01-410-56-00-5640		47.80

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900156	FNBO	FIRST NATIONAL BANK OMAHA			12/25/24		
	122524-D.YODER	11/30/24	02	MENARDS#110124-LEAF RAKES.		01-410-56-00-5630	65.70
			03	SPRING SNAPS		** COMMENT **	
						INVOICE TOTAL:	113.50 *
	122524-E.DHUSE	11/30/24	01	AMAZON-NOTE PADS, FOLDERS,		52-520-56-00-5610	76.40
			02	PENS, HIGHLIGHTERS		** COMMENT **	
			03	AMAZON-OSHA NOTICE SIGNS		52-520-56-00-5610	53.94
						INVOICE TOTAL:	130.34 *
	122524-E.HERNADEZ	11/30/24	01	NAPA#377640-BATTERY CLEANERS		01-410-56-00-5628	21.84
			02	MENARDS#111324-LUMBER		01-410-56-00-5620	270.78
			03	MENARDS#102924-SHEATHING		01-410-56-00-5620	61.76
			04	MENARDS#102924-STRETCH WRAP		01-410-56-00-5620	23.78
						INVOICE TOTAL:	378.16 *
	122524-E.WILLRETT	11/30/24	01	SMARTSIGN-PERMAGUARD ASSETT		01-640-54-00-5450	292.09
			02	TAGS		** COMMENT **	
			03	AMAZON-FLASH DRIVES		01-640-54-00-5450	51.48
			04	FV OCCUPATIONAL-DRUG TESTING		79-795-54-00-5462	100.00
			05	PARAGON-FORTINET SUPPORT		01-640-54-00-5450	593.99
			06	RENEWAL		** COMMENT **	
			07	AMAZON-KEYBOARDS		01-640-54-00-5450	41.88
			08	DELL-OFFICE 365 LICENSES		01-640-54-00-5450	1,792.80
						INVOICE TOTAL:	2,872.24 *
	122524-G.HASTINGS	11/30/24	01	GJOVIKS#449126-OIL CHANGE		01-220-54-00-5490	89.48
						INVOICE TOTAL:	89.48 *
	122524-G.JOHNSON	11/30/24	01	MENARDS#110524-MOUSE, MOUSE PAD		51-510-56-00-5620	13.97
			02	MENARDS#110124-FLOOR SCRAPER		51-510-56-00-5630	21.99
			03	MENARDS#110824-ELECTRICAL TAPE		51-510-56-00-5665	19.92
			04	MENARDS#111524-GLOVES		51-510-56-00-5600	25.98
			05	AMAZON-FLASHLIGHT		51-510-56-00-5620	36.60
						INVOICE TOTAL:	118.46 *
	122524-G.KLEEFISCH	11/30/24	01	MENARDS#111824-DAYLIGHT		25-225-60-00-6020	502.30
			02	MOTION SENSORS, SCREWS, BOLTS,		** COMMENT **	
			03	CONDUIT, DUPLEX COVER,		** COMMENT **	
			04	GROUNDING ROD, INDOOR MAIN		** COMMENT **	
			05	BREAKER, COUPLER, CONNECTORS		** COMMENT **	
			06	MENARDS#111324-MATERIALS FOR		79-790-56-00-5640	137.14
			07	HOLIDAY FLOAT		** COMMENT **	
			08	MENARDS#112224-EXTENSION CORDS		79-790-56-00-5640	68.22
						INVOICE TOTAL:	707.66 *
	122524-G.NELSON	11/30/24	01	PARADISE-OCT 2024 CAR WASHES		01-220-54-00-5462	17.00

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900156	FNBO	FIRST NATIONAL BANK OMAHA			12/25/24		
	122524-G.NELSON	11/30/24	02	AMAZON-NOTEPADS, BADGE		01-220-56-00-5610	80.14
			03	HOLDERS, PENS, STICKY NOTES		** COMMENT **	
			04	AMAZON-NOTEPADS		01-220-56-00-5610	25.98
			05	AMAZON-NOTEPADS RETURNED		01-220-56-00-5610	-24.89
						INVOICE TOTAL:	98.23 *
	122524-G.STEFFENS	11/30/24	01	MENARDS#111324-EXHAUST FLUID		52-520-56-00-5628	154.80
			02	MENARDS#111324-CLEANERS		52-520-56-00-5610	44.76
			03	GRAPER-RADIATOR REPAIR		52-520-56-00-5613	2,183.10
			04	MENARDS#112124-PIPE		52-520-56-00-5620	19.79
			05	MENARDS#103124-END CAPS, TAPE		52-520-56-00-5620	20.92
						INVOICE TOTAL:	2,423.37 *
	122524-J.BEHLAND	11/30/24	01	INTOWNE STORAGE-MONTHLY		01-220-54-00-5485	308.00
			02	STORAGE FEE		** COMMENT **	
			03	BEACON-ONLINE SUBSCRIPTION		01-110-54-00-5460	19.96
			04	RENEWAL		** COMMENT **	
						INVOICE TOTAL:	327.96 *
	122524-J.GALAUNER	11/30/24	01	PMI PHOTO-COACHES PLAQUES		79-795-56-00-5606	125.00
						INVOICE TOTAL:	125.00 *
	122524-J.JACKSON	11/30/24	01	MENARDS#112124-CONTRACTOR		52-520-56-00-5610	61.73
			02	BAGS, SOAP, SANITIZER		** COMMENT **	
			03	MENARDS#110724-BUG SPRAYS		52-520-56-00-5613	37.78
			04	MENARDS#111424-GARBAGE BAGS		52-520-56-00-5610	14.99
						INVOICE TOTAL:	114.50 *
	122524-J.JENSEN	11/30/24	01	YORK CHAMBER-BUSINESS LUNCHEON		01-210-54-00-5415	25.00
						INVOICE TOTAL:	25.00 *
	122524-J.NAVARRO	11/30/24	01	AMAZON-EAR WALL BRACKET		82-820-54-00-5495	35.69
			02	GLOBAL-EMERGENCY LIGHT		24-216-56-00-5656	130.54
			04	FV FIRE-FIRE ALARM INSPECTION		24-216-54-00-5446	414.50
			05	AT 3299 LEHMAN		** COMMENT **	
			06	FV FIRE-FIRE ALARM INSPECTION		24-216-54-00-5446	634.00
			07	AT 610 TOWER		** COMMENT **	
			08	FV FIRE-FIRE ALARM INSPECTION		24-216-54-00-5446	490.25
			09	AT 610 TOWER WELL		** COMMENT **	
			10	FV FIRE-FIRE ALARM INSPECTION		24-216-54-00-5446	482.00
			11	AT VAN EMMON BLDG		** COMMENT **	
			12	AMAZON-PAPER TOWELS		24-216-56-00-5656	79.47
			13	SECURITY BUILDERS-KEYS		24-216-56-00-5656	117.10
			14	FERGUSON-TISSUE, PAPER TOWEL		24-216-56-00-5656	269.45
			15	GORDON-DOWNFLOW UNIT HEATERS		51-510-60-00-6020	6,973.81

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900156	FNBO	FIRST NATIONAL BANK OMAHA			12/25/24		
	122524-J.NAVARRO	11/30/24	16	GRAINGER-MODULE FRAMES		82-820-54-00-5495	10.86
			17	AMAZON-PANDUIT COPPER MODULE		82-820-54-00-5495	47.54
			18	ACE-WASHERS		24-216-56-00-5656	2.31
			19	GRAINGER-RECESSED CONTACTS		24-216-56-00-5656	179.40
				INVOICE TOTAL:			9,866.92 *
	122524-J.PETRAGALLO	11/30/24	01	FARM&FLEET-PANTS		01-220-56-00-5620	44.99
			02	MENARDS#112024-WATER		01-220-56-00-5620	29.90
			03	MENARDS#110824-WATER		01-220-56-00-5620	5.98
				INVOICE TOTAL:			80.87 *
	122524-J.WEISS	11/30/24	01	TARGET-GIFT CARDS		82-000-24-00-2480	25.00
			02	TARGET-DINO TEA PARTY SUPPLIES		82-000-24-00-2480	42.66
			03	DOLLAR TREE-PROGRAM SUPPLIES		82-000-24-00-2480	71.25
			04	AMAZON-NEW YEARS SUPPLIES		82-000-24-00-2480	21.99
			05	AMAZON-CANDY BARS		82-000-24-00-2480	12.62
			06	AMAZON-FORTUNE COOKIES		82-000-24-00-2480	18.98
				INVOICE TOTAL:			192.50 *
	122524-K.BALOG	11/30/24	01	ACCURINT-OCT 2024 SEARCHES		01-210-54-00-5462	200.00
			02	COMCAST-10/15-11/14 SERVICE		24-216-54-00-5446	830.00
			03	CNA SURETY-BOND-STROUP		01-210-54-00-5462	30.00
			04	CNA SURETY-BOND-HAYES		01-210-54-00-5462	30.00
			05	CNA SURETY-BOND-HUNTER		01-210-54-00-5462	30.00
			06	AMAZON-ENVELOPES,HOOKS, POST		01-210-56-00-5610	54.21
			07	IT NOTES, BATTERIES		** COMMENT **	
				INVOICE TOTAL:			1,174.21 *
	122524-K.BARKSDALE	11/30/24	01	ADOBE-MONTHLY CREATIVE CLOUD		01-220-54-00-5462	59.99
			02	ILAPA-PLANN COMMISSIONER		01-220-54-00-5412	500.00
			03	TRAINING WORKSHOP REGISTRATION		** COMMENT **	
				INVOICE TOTAL:			559.99 *
	122524-K.GREGORY	11/30/24	01	MENARDS#110724-NUTCRACKER		79-795-56-00-5606	17.97
			02	SUPPLIES		** COMMENT **	
			03	MENARDS#110724-MERRY & BRIGHT		79-795-56-00-5606	25.00
			04	WINNER GIFT CARD		** COMMENT **	
			05	NCG-JINGLE JOG GIFT CARD		79-795-56-00-5606	25.00
			06	GRACE-JINGLE JOG GIFT CARD		79-795-56-00-5606	50.00
				INVOICE TOTAL:			117.97 *
	122524-K.IHRIG	11/30/24	01	TARGET-CLASSROOM SUPPLIES		79-795-56-00-5606	27.80
			02	IL SAFETY-EPI PEN TRAINING		79-795-54-00-5412	105.00
			03	AMAZON-PRESCHOOL SUPPLIES		79-795-56-00-5606	63.78
			04	DOLLAR TREE-PAINT		79-795-56-00-5606	11.25

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900156	FNBO	FIRST NATIONAL BANK OMAHA			12/25/24		
	122524-K.IHRIG	11/30/24	05	WALMART-POPCORN		79-795-56-00-5606	33.78
			06	AMAZON-PAPER CUTTER		79-795-56-00-5606	203.78
			07	AMAZON-HOLIDAY SUPPLIES		79-795-56-00-5606	50.06
			08	WALMART-WATER		79-795-56-00-5606	4.11
			09	MICHAELS-DIE CUT SHAPES		79-795-56-00-5606	12.00
			10	DOLLAR TREE-WRAPPING PAPER		79-795-56-00-5606	7.50
			11	WALMART-PRESCHOOL SNACKS		79-795-56-00-5606	46.05
				INVOICE TOTAL:			565.11 *
	122524-K.JONES	11/30/24	01	WATER PRODUCTS-GREASE ZERT		51-510-56-00-5640	110.00
			02	FV FIRE-FIRE ALARM SERVICE AT		24-216-54-00-5446	346.50
			03	610 TOWER LANE		** COMMENT **	
			04	METRO		52-520-54-00-5444	2,792.00
			05	INDUSTRY#066773-INSTALLED NEW		** COMMENT **	
			06	TRANSDUCER AND FLOATS		** COMMENT **	
			07	AURORA-SEPT 2024 WATER TESTING		51-510-54-00-5429	343.50
			08	POLLARD-HTD DISK		51-510-56-00-5640	52.50
			09	POLLARD-CHEMICALS		51-510-56-00-5640	90.50
			10	POLLARD-HOSES		51-510-56-00-5640	234.70
			11	POLLARD-GASKETS		51-510-56-00-5640	269.20
			12	METRO INDUSTRY#067180-MONTHLY		52-520-54-00-5444	360.00
			13	LIFT STATION METRO CLOUD DATA		** COMMENT **	
			14	SERVICE		** COMMENT **	
			15	AMPERAGE#2138763-LED		23-230-56-00-5642	20.07
			16	AMPERAGE#2076583-PHOTOCELL		23-230-56-00-5642	1,292.04
			17	AMPERAGE#2141163-BALLAST		23-230-56-00-5642	48.79
			18	AMPERAGE#2140455-LAMPS		23-230-56-00-5642	200.00
			19	ARNESON#256745-OCT 2024 DIESEL		01-410-56-00-5695	146.64
			20	ARNESON#256745-OCT 2024 DIESEL		51-510-56-00-5695	146.64
			21	ARNESON#256745-OCT 2024 DIESEL		52-520-56-00-5695	146.64
			22	ARNESON#256744-OCT 2024 GAS		01-410-56-00-5695	290.49
			23	ARNESON#256744-OCT 2024 GAS		51-510-56-00-5695	290.49
			24	ARNESON#256744-OCT 2024 GAS		52-520-56-00-5695	290.49
			25	ARNESON#256590-OCT 2024 DIESEL		01-410-56-00-5695	302.59
			26	ARNESON#256590-OCT 2024 DIESEL		51-510-56-00-5695	302.60
			27	ARNESON#256590-OCT 2024 DIESEL		52-520-56-00-5695	302.60
			28	ARNESON#740869-WINDSHIELD WASH		01-410-56-00-5695	56.66
			29	ARNESON#740869-WINDSHIELD WASH		51-510-56-00-5695	56.66
			30	ARNESON#740869-WINDSHIELD WASH		52-520-56-00-5695	56.67
			31	WELDSTAR-CYLINDER RENTAL		01-410-54-00-5485	76.80
			32	LAWSON-SCREWS,NUTS,WASHERS		01-410-56-00-5620	149.79
			33	LAWSON-SCREWS,NUTS,WASHERS		51-510-56-00-5620	149.79
			34	LAWSON-SCREWS,NUTS,WASHERS		52-520-56-00-5620	149.79
			35	ARNESON#755566-OIL		01-410-56-00-5695	233.32
			36	ARNESON#755566-OIL		51-510-56-00-5695	233.32



CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900156	FNBO	FIRST NATIONAL BANK OMAHA			12/25/24		
	122524-K.JONES	11/30/24	37	ARNESON#755566-OIL		52-520-56-00-5695	233.31
			38	POLLARD-HYDRO METER		51-510-56-00-5640	864.07
			39	ARNESON#256693-OCT 2024 GAS		01-410-56-00-5695	296.11
			40	ARNESON#256693-OCT 2024 GAS		51-510-56-00-5695	296.11
			41	ARNESON#256693-OCT 2024 GAS		52-520-56-00-5695	296.12
			42	ARNESON#256692-OCT 2024 DIESEL		01-410-56-00-5695	342.94
			43	ARNESON#256692-OCT 2024 DIESEL		51-510-56-00-5695	342.94
			44	ARNESON#256692-OCT 2024 DIESEL		52-520-56-00-5695	342.94
			45	MINER-SERVICE AGRMNT RNWL		01-410-54-00-5462	833.34
			46	MINER-SERVICE AGRMNT RNWL		51-510-54-00-5462	833.33
			47	MINER-SERVICE AGRMNT RNWL		52-520-54-00-5462	833.33
				INVOICE TOTAL:			15,056.32 *
	122524-M.BARANENTE	11/30/24	01	HOBBY LOBBY-CHRISTMAS DECOR		79-795-56-00-5606	43.68
				INVOICE TOTAL:			43.68 *
	122524-M.CARYLE	11/30/24	01	RED CROSS-FIRST AID/CPR AED		01-210-54-00-5412	106.00
			02	TRAINING		** COMMENT **	
			03	COMFORT INN-TRAING LODGING		01-210-54-00-5415	411.25
			04	GJOVIK#447933-BATTERY TERMINAL		01-210-54-00-5495	37.80
			05	GJOVIK#447872-REPLACED MODE		01-210-54-00-5495	1,254.71
			06	DOOR ACTUATOR		** COMMENT **	
			07	GJOVIK#448125-OIL CHANGE,		01-210-54-00-5495	713.19
			08	REPLACED WINDOW MOTOR CABLE		** COMMENT **	
			09	GJOVIK#448727-BRAKE REPAIR		01-210-54-00-5495	1,033.60
			10	AIRGAS-CARBON DIOXIDE		01-210-56-00-5620	55.44
			11	MENARDS#111624-PVC CEMENT		01-210-56-00-5620	10.98
			12	MENARDS#111624-PVC PIPE, ELBOW		01-210-56-00-5620	42.94
			13	TEES, CABLE TIES		** COMMENT **	
			14	THOMAS REUTERS-SOFTWARE		25-205-60-00-6060	454.00
			15	SUBSCRIPTION RENEWAL		** COMMENT **	
			16	A BEEP-LICENSE KEY FOR		01-210-54-00-5495	1,099.35
			17	CONVENTIONAL ENCRYPTION MODULE		** COMMENT **	
				INVOICE TOTAL:			5,219.26 *
	122524-M.MCGREGORY	11/30/24	01	KEYME-KEYS		** COMMENT **	
	122524-M.MCGREGORY	11/30/24	02	1ST PLACE-WATER PUMP		51-510-56-00-5630	1,599.00
			03	GROUND#501698-DIRT		51-510-56-00-5640	126.00
			04	MENARDS#111824-STRAW		51-510-56-00-5640	12.98
			05	MENARDS#111824-HEATER		51-510-56-00-5638	99.98
			06	ACE-KEYS		51-510-56-00-5620	15.96
			07	KEYME-KEYS		51-510-56-00-5620	7.24
				INVOICE TOTAL:			1,861.16 *
	122524-M.NELSON	11/30/24	01	DETECTOR WRHS-PINPOINTER		01-210-56-00-5620	127.95

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900156	FNBO	FIRST NATIONAL BANK OMAHA			12/25/24		
	122524-M.NELSON	11/30/24	02	AMAZON-ENDOSCOPE ACAMERA		01-210-56-00-5620	49.66
			03	FORENSICS-LASER TRAJECTORY KIT		01-210-56-00-5620	674.24
			04	MENARDS#111424-HEADLIGHT BULB		01-210-56-00-5620	19.98
				INVOICE TOTAL:			871.83 *
	122524-M.SENG	11/30/24	01	ACE-RAKES		01-410-56-00-5630	52.98
			02	NAPA#376664-LAMPS		01-410-56-00-5628	59.58
				INVOICE TOTAL:			112.56 *
	122524-M.WARD	11/30/24	01	YORK POST-POSTAGE		82-820-54-00-5452	5.82
				INVOICE TOTAL:			5.82 *
	122524-P.LANDA	11/30/24	01	MENARDS#110124-CONCRETE MIX		25-225-60-00-6010	255.36
			02	WELDSTAR-CHEMICALS		79-790-56-00-5620	128.93
			03	MENARDS#110524-SQUEEGEE		79-790-56-00-5630	85.96
			04	MENARDS#110124-SPRAY PAINT		79-790-56-00-5640	11.96
				INVOICE TOTAL:			482.21 *
	122524-P.LEGENDRE	11/30/24	01	ACE-KEYS		51-510-56-00-5620	15.96
			02	CAEYS-TEA		51-510-54-00-5429	3.19
			03	AMAZON-RAIN SUIT		51-510-56-00-5600	128.69
			04	MENARDS#111424-FLOOR SQUEEGEE		51-510-56-00-5638	38.28
			05	ILSOS-LICENSE RENEWAL		51-510-54-00-5462	61.35
			06	MENARDS#112224-ANCHORS		51-510-56-00-5620	20.63
			07	AMAZON-RAIN COAT		51-510-56-00-5600	97.32
			08	MENARDS#112224-BUSHING, WIRE,		51-510-56-00-5638	176.35
			09	WIRE PULL		** COMMENT **	
			10	GROUND#501699-GRASS SEED,STRAW		51-510-56-00-5640	318.05
				INVOICE TOTAL:			859.82 *
	122524-P.MCMAHON	11/30/24	01	GALLS-SERVICE NAMEPLATES		01-210-56-00-5600	53.79
			02	STREICHERS-VESTS		01-210-56-00-5690	1,280.00
			03	WASH HOUSE-ALTERATIONS		01-210-56-00-5600	10.00
			04	OHERRON-SERVICE UNIFORM-HAYES		01-210-56-00-5600	71.96
			05	OHERRON-SERVICE UNIFORM-WADE		01-210-56-00-5600	76.31
			06	GALLS-COMBAT BOOTS		01-210-56-00-5600	247.21
			07	OHERRON-SERVICE UNIFORM-PEREZ		01-210-56-00-5600	760.84
			08	KC PRINT-CRASH REPORTS,		01-210-54-00-5430	390.30
			09	ENVELOPES, TRESPASS NOTICES		** COMMENT **	
			10	AMAZON-HOLSTER CLIP, FORM		01-210-56-00-5620	196.68
			11	HOLDER		** COMMENT **	
				INVOICE TOTAL:			3,087.09 *
	122524-P.RATOS	11/30/24	01	ICC-MEMBERSHIP RENEWAL		01-220-54-00-5460	170.00
				INVOICE TOTAL:			170.00 *

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900156	FNBO	FIRST NATIONAL BANK OMAHA			12/25/24		
	122524-P.SCODRO	11/30/24	01	MENARDS#110724-MORTAR MIX		51-510-56-00-5640	16.25
			02	NORTAB-TOILET DYE		51-510-56-00-5620	87.51
			03	MENARDS#102924-CAR CHARGER		51-510-56-00-5628	14.49
			04	MENARDS#110724-PAVERS		51-510-56-00-5640	15.00
			05	MENARDS#110724-HAMMER DRILL		51-510-56-00-5630	549.00
				INVOICE TOTAL:			682.25 *
	122524-R.BEDFORD	11/30/24	01	NAPA#378005-CONNECTORS		01-410-56-00-5628	44.70
			02	MENARDS#111424-GORILLA TAPE		01-410-56-00-5620	34.79
			03	HOME DEPO-RAKES		01-410-56-00-5630	55.92
			04	MENARDS#112124-LUMBER		01-410-56-00-5620	87.24
				INVOICE TOTAL:			222.65 *
	122524-R.FREDRICKSON	11/30/24	01	COMCAST-10/13-11/12 610 TOWER		51-510-54-00-5440	119.85
			02	PLANT INTERNET		** COMMENT **	
			03	COMCAST-10/15-11/14 INTERNET		79-795-54-00-5440	221.48
			04	AT 102 E VAN EMMON		** COMMENT **	
			05	NEWTEK-11/11-12/11 WEB HOSTING		01-640-54-00-5450	17.21
			06	IPASS-REFILL TOLL TRANSPONDER		01-000-14-00-1415	20.00
			07	COMCAST-10/29-11/28 185 WOLF		79-790-54-00-5440	269.47
			08	INTERNET, VOICE AND CABLE		** COMMENT **	
			09	COMCAST-10/30-11/29 610 TOWER		52-520-54-00-5440	31.58
			10	INTERNET		** COMMENT **	
			11	COMCAST-10/30-11/29 610 TOWER		01-410-54-00-5440	126.32
			12	INTERNET		** COMMENT **	
			13	COMCAST-10/30-11/29 610 TOWER		51-510-54-00-5440	78.95
			14	INTERNET		** COMMENT **	
				INVOICE TOTAL:			884.86 *
	122524-R.HODOUS	11/30/24	01	MENARDS#110524-WIRE BRUSH,		79-790-56-00-5640	178.81
			02	COTTER PINS, LOG CHAIN, COILS		** COMMENT **	
			03	MENARDS#112224-NAILS		79-790-56-00-5640	15.86
				INVOICE TOTAL:			194.67 *
	122524-R.HORNER	11/30/24	01	MENARDS#111224-WIRE,SCREWS		79-790-56-00-5640	58.23
			02	AMAZON-RATCHET, TAMPER PROOF		79-790-56-00-5630	37.60
			03	BITS		** COMMENT **	
			04	AMAZON-TAX CREDIT		79-790-56-00-5630	-14.99
			05	MENARD#110824-CONCRETE MIX		25-225-60-00-6010	255.36
			06	MENARDS#111524-PVC PIPE,		25-225-60-00-6010	352.65
			07	TUBING, COUPLER, PEA GRAVEL		** COMMENT **	
				INVOICE TOTAL:			688.85 *
	122524-R.MIKOLASEK	11/30/24	01	3D LESSONS-CHARGE IN DISPUTE		01-000-24-00-2440	5.99
			02	3D LESSONS-CHARGE IN DISPUTE		01-000-24-00-2440	7.99

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900156	FNBO	FIRST NATIONAL BANK OMAHA			12/25/24		
	122524-R.MIKOLASEK	11/30/24	03	BLUE PEAK-SKILL MANAGEMENT		01-210-54-00-5462	540.00
			04	SOFTWARE SUBSCRIPTION		** COMMENT **	
			05	PHYSICIANS CARE-BLOOD WORK		01-210-54-00-5411	610.00
						INVOICE TOTAL:	1,163.98 *
	122524-S.AUGUSTINE	11/30/24	01	BEACON-SUBSCRIPTION RENEWAL		82-820-54-00-5460	286.00
			02	MENARDS#112724-CHAIR MAT,		82-820-56-00-5620	175.23
			03	FORKS, TAPE, BRUSH, GLADE OIL		** COMMENT **	
			04	TARGET-REFRESHMENTS		82-820-56-00-5620	28.23
			05	AMAZON-WIRELESS MOUSE		82-820-56-00-5635	16.99
						INVOICE TOTAL:	506.45 *
	122524-S.IWANSKI	11/30/24	01	YORK POST-POSTAGE		82-820-54-00-5452	24.13
			02	AMAZON-EARLY CODING TOY		82-000-24-00-2480	40.14
			03	AMAZON-DVD WALL CHARGER		82-820-56-00-5620	10.80
			04	AMAZON-TWEEZERS		82-000-24-00-2480	14.71
			05	AMAZON-ANATOMY BOOK WITH DOLL		82-000-24-00-2480	31.74
						INVOICE TOTAL:	121.52 *
	122524-S.MENDEZ	11/30/24	01	JEWEL-COOKIES FOR PZC TRAINING		01-220-56-00-5620	33.30
						INVOICE TOTAL:	33.30 *
	122524-S.REDMON	11/30/24	01	FUN EXPRESS-HOLIDAY RACE ITEMS		79-795-56-00-5606	162.58
			02	AT&T-10/24-11/23 INTERNET FOR		79-795-54-00-5440	146.58
			03	TOWN SQUARE SIGN		** COMMENT **	
			04	RUNCO-BATTERIES, BINDER		79-795-56-00-5610	137.07
			05	CLIPS, CUPS, WRITING PADS,		** COMMENT **	
			06	CORRECTION TAPE, MASKING TAPE		** COMMENT **	
			07	AMAZON-SPOONS, CRAYONS, CUPS,		79-795-56-00-5606	515.80
			08	NAPKINS, CANDY CANES		** COMMENT **	
			09	AMAZON-PUSH PINS, NOTEPADS		79-795-56-00-5610	45.50
			10	AMAZON-HOLIDAY RACE BAGS		79-795-56-00-5606	56.98
			11	CHASEWOOD-ROBOTICS AND CODING		79-795-54-00-5462	1,425.00
			12	CONTRACTUAL CLASSES		** COMMENT **	
			13	FUN EXPRESS-BREAKFAST WITH		79-795-56-00-5602	151.61
			14	SANTA SUPPLIES		** COMMENT **	
			15	AMAZON-CANDY CANES, BAGS		79-795-56-00-5606	338.72
			16	ARNESON#262539-NOV 2024 GAS		79-790-56-00-5695	408.12
			17	ARNESON#244743-JUL 2024 GAS		79-790-56-00-5695	741.21
			18	ARNESON#759258-10W30 OIL		79-790-56-00-5695	949.99
			19	GOLD MEDAL#30419628-BRIDGE		79-795-56-00-5607	501.00
			20	CONCESSION SUPPLIES		** COMMENT **	
			21	GOLD MEDAL#30420124-BRIDGE		79-795-56-00-5607	463.90
			22	CONCESSION SUPPLIES		** COMMENT **	
			23	GOLD MEDAL#30419651-BRIDGE		79-795-56-00-5607	67.57

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900156	FNBO	FIRST NATIONAL BANK OMAHA			12/25/24		
	122524-S.REDMON	11/30/24	24	CONCESSION SUPPLIES		** COMMENT **	
			25	ARNESON#245395-AUG 2024 GAS		79-790-56-00-5695	1,077.32
			26	DOLLAR TREE-SAFETY PINS		79-795-56-00-5606	15.00
			27	TARGET-WHIPPED CREAM,SPRINKLES		79-795-56-00-5606	102.23
			28	WATER		** COMMENT **	
			29	COLLINS-RACE AWARDS		79-795-56-00-5606	226.88
			30	AMAZON-HOLIDAY PROGRAMMING		79-795-56-00-5606	127.83
			31	SUPPLIES		** COMMENT **	
				INVOICE TOTAL:			7,660.89 *
	122524-S.SENDRA	11/30/24	01	AMAZON-HOLIDAY CELEBRATION		79-795-56-00-5606	62.16
			02	BACKDROP SUPPLIES		** COMMENT **	
			03	AMAZON-DECK THE TREE DECOR		79-795-56-00-5606	220.37
			04	AMAZON-CRICUT VINYL		79-795-56-00-5606	20.46
			05	DOLLAR TREE-NUTCRACKER		79-795-56-00-5606	13.75
			06	SUPPLIES		** COMMENT **	
			07	AMAZON-SANTA VISIT SUPPLIES		79-795-56-00-5606	32.95
			08	WALMART-HOLIDAY CELEBRATION		79-795-56-00-5606	50.00
			09	NECKLACES		** COMMENT **	
			10	AMAZON-SANTA VISIT SUPPLIES		79-795-56-00-5606	18.87
				INVOICE TOTAL:			418.56 *
	122524-S.SLEEZER	11/30/24	01	MENARDS#103024-HOLIDAY LIGHTS		25-225-60-00-6010	1,134.86
			02	PREMIER ATTACHMENTS-TREE		25-225-60-00-6010	1,480.00
			03	AUGER		** COMMENT **	
			04	GROUND#501714-PLAYMAT		25-225-60-00-6010	1,624.00
			05	GROUND#501692-PLAYMAT		25-225-60-00-6010	1,624.00
			06	GROUND#501691-PLAYMAT		25-225-60-00-6010	1,624.00
			07	GROUND#2067735-FABRIC		25-225-60-00-6010	412.40
			08	GROUND#501630-MULCH		79-790-56-00-5640	1,670.50
				INVOICE TOTAL:			9,569.76 *
	122524-S.STROUP	11/30/24	01	WALGREENS-PROPANE		01-210-56-00-5620	47.98
				INVOICE TOTAL:			47.98 *
	122524-T.HOULE	11/30/24	01	ITR CONCESSION-TOLL CHARGE		79-790-56-00-5620	0.90
			02	MENARDS#112524-ADAPTERS		79-790-56-00-5640	47.80
			03	MENARDS#111524-ADHESIVE,EPOXY		79-790-56-00-5640	8.73
			04	AMAZON-OIL DRAIN VALVE		79-790-56-00-5640	23.96
			05	US BRONZE-PLAQUE		79-790-56-00-5620	317.26
			06	MCCANN-10W30 OIL		79-790-56-00-5640	144.53
			07	CENTRAL SOD-SOD		79-790-56-00-5646	66.00
			10	AMAZON-AUTO TOUCH UP PAINT		79-790-56-00-5640	30.97
			11	AMAZON-V BELT		79-790-56-00-5640	25.45
			12	PROTERO-BAGGER PARTS		79-790-56-00-5640	79.00

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900156	FNBO	FIRST NATIONAL BANK OMAHA			12/25/24		
	122524-T.HOULE	11/30/24	13	FLATSOS#33875-TIRE		79-790-54-00-5495	160.00
			14	MENARDS#112524-ADAPTER		79-790-56-00-5640	23.90
			15	MENARDS#112024-CHAIN, SCREWS		79-790-56-00-5640	50.75
			16	MENARDS#111924-LIGHTS, BOWS		25-225-60-00-6010	30.93
				INVOICE TOTAL:			1,010.18 *
	122524-T.LOWRY	11/30/24	01	MENARDS#110724-LED SNOWFLAKES		79-790-56-00-5620	288.77
			02	MENARDS#112024-DRILL BITS,		79-790-56-00-5630	53.63
			03	TIEDOWN STRAPS		** COMMENT **	
			04	MENARDS#110624-LUMBER		25-225-60-00-6020	7.98
			05	MENARDS#110624-WEDGE ANCHORS		25-225-60-00-6020	29.46
			06	HOME DEPO-HOLIDAY DECORATIONS		25-225-60-00-6010	620.64
				INVOICE TOTAL:			1,000.48 *
	122524-T.MILSCHEWSKI	11/30/24	01	GJOVIKS#449152-OIL CHANGE,		01-410-54-00-5490	481.21
			02	REPLACE HOOD LATCH		** COMMENT **	
			03	ILLCO#1489254-BELTS		01-410-54-00-5490	68.87
			04	MENARDS#112224-TEST PLUGS		24-216-56-00-5656	24.16
			05	MENARDS#112024-4 CYCLE PREMIX		24-216-56-00-5656	45.08
			06	MENARDS#111824-SHEET METAL		24-216-56-00-5656	29.95
			07	MENARDS#112524-FLASH VALVE		24-216-56-00-5656	22.77
			08	SEAL KIT, CAPS		** COMMENT **	
			09	HOME DEPO-BULBS		82-820-54-00-5495	22.94
			11	HOME DEPO-PLANTER AUGER		24-216-56-00-5656	19.98
			12	HOME DEPO-BULBS		82-820-54-00-5495	70.76
			13	MENARDS#110724-ADHESIVE		24-216-56-00-5656	3.24
			14	MENARDS#103124-WALL PLATE,		24-216-56-00-5656	4.97
			15	SCREW DRIVER		** COMMENT **	
				INVOICE TOTAL:			793.93 *
	122524-T.SCOTT	11/30/24	01	MENARDS#112124-ANTIFREEZE		79-790-56-00-5620	53.82
				INVOICE TOTAL:			53.82 *
	122524-UCOY	11/30/24	01	DELL-30 WINDOWS LICENSES		01-640-54-00-5450	24,501.60
				INVOICE TOTAL:			24,501.60 *
	122524-J.ANDERSON	11/30/24	01	ACE-PROPANE REFILL		79-790-56-00-5620	63.98
			02	MENARDS#112124-HOLIDAY LIGHTS		25-225-60-00-6010	140.80
			03	SUNBELT-2 DAY AUGER RENTAL		79-790-56-00-5640	80.50
				INVOICE TOTAL:			285.28 *
				CHECK TOTAL:			111,108.52
				TOTAL AMOUNT PAID:			111,108.52

UNITED CITY OF YORKVILLE  
CHECK REGISTER

CHECK DATE: 12/30/24

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
541861	G&LCOUNT	G & L COUNTERTOPS, INC					
	10407-1		12/19/24	01	DEPOSIT FOR COM/DEV COUNTERTOP	24-216-56-00-5656	4,140.00
					INVOICE TOTAL:		4,140.00 *
					CHECK TOTAL:		4,140.00
					TOTAL AMOUNT PAID:		4,140.00



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
541862	AACVB	AURORA AREA CONVENTION					
	11/24-ALL	12/11/24	01	ALL SEASON HOTEL TAX-NOV 2024	01-640-54-00-5481		38.44
					INVOICE TOTAL:		38.44 *
	11/24-HAMPTON	12/23/24	01	NOV 2024 HAMPTON INN HOTEL TAX	01-640-54-00-5481		4,182.98
					INVOICE TOTAL:		4,182.98 *
	11/24-SUNSET	12/13/24	01	SUNSET HOTEL TAX-NOV 2024	01-640-54-00-5481		3.24
					INVOICE TOTAL:		3.24 *
	11/24-SUPER	12/10/24	01	SUPER 8 HOTEL TAX-NOV 2024	01-640-54-00-5481		1,364.69
					INVOICE TOTAL:		1,364.69 *
					CHECK TOTAL:		5,589.35
541863	ACG	APPLIED COMMUNICATIONS GROUP					
	7910.1	12/11/24	01	TROUBLESHOOT CHAMBER SOUND	24-216-54-00-5446		350.00
			02	SYSTEM	** COMMENT **		
					INVOICE TOTAL:		350.00 *
					CHECK TOTAL:		350.00
541864	ADVAAUTO	ADVANCED AUTOMATION & CONTROLS					
	24-4805	12/11/24	01	INSTALL LS POWER SUPPLY	51-510-54-00-5445		580.40
					INVOICE TOTAL:		580.40 *
					CHECK TOTAL:		580.40
541865	AEPENERG	AEP ENERGY					
	3025129010-121024	12/10/24	01	10/28-12/03 2224 TREMONT	51-510-54-00-5480		11,873.18
					INVOICE TOTAL:		11,873.18 *
	3025129021-121024	12/10/24	01	10/04-11/04 610 TOWER WELLS	51-510-54-00-5480		8,240.61
					INVOICE TOTAL:		8,240.61 *
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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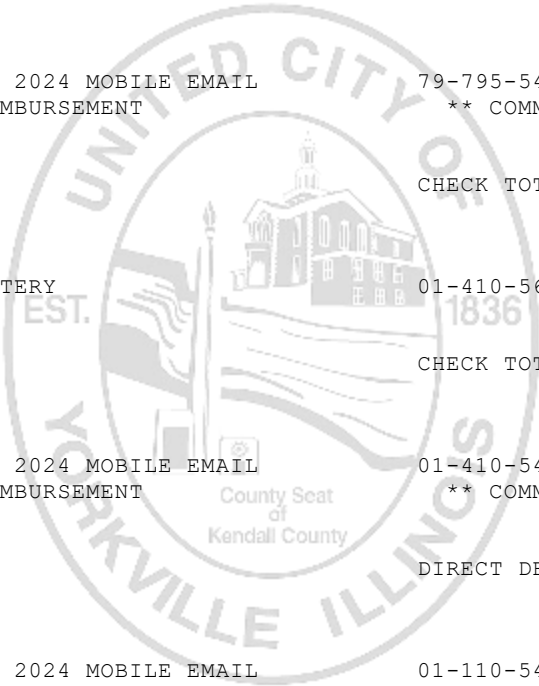
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541865	AEPENERG AEP ENERGY						
	3025129065-120324	12/03/24	01	10/28-11/25 2921 BRISTOL RDG	51-510-54-00-5480		5,519.59
					INVOICE TOTAL:		5,519.59 *
					CHECK TOTAL:		25,633.38
D003888	ALVAREZA AARON ALVAREZ						
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
541866	AMEHOIST AMERICAN HOIST & MANLIFT, INC						
	31412	10/22/24	01	OCT 2024 ELEVATOR MAINTENANCE	24-216-54-00-5446		165.00
					INVOICE TOTAL:		165.00 *
	31973	12/10/24	01	12/06/24 FAID TESTING	24-216-54-00-5446		285.00
					INVOICE TOTAL:		285.00 *
					CHECK TOTAL:		450.00
541867	ANDERSJA JARED ANDERSON						
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
541868	ARTLIP ARTLIP & SONS, INC.						
	213317	12/23/24	01	HEAT REPAIR AT 651 PP	24-216-54-00-5446		265.92
					INVOICE TOTAL:		265.92 *
					CHECK TOTAL:		265.92
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				

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541869	ATLAS	ATLAS BOBCAT					
	Q02702	12/02/24	01	SD FORK FRAMES	01-410-56-00-5630		1,781.75
					INVOICE TOTAL:		1,781.75 *
					CHECK TOTAL:		1,781.75
541870	BARBANEM	MARISA BARBANENTE					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
541871	BATTERY S	BATTERY SERVICE CORPORATION					
	0115734	12/06/24	01	BATTERY	01-410-56-00-5628		215.90
					INVOICE TOTAL:		215.90 *
					CHECK TOTAL:		215.90
D003889	BEDFORDR	RYAN BEDFORD					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003890	BEHLANDJ	JORI BEHLAND					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
	MCIL DUES	12/17/24	01	2025 MUNICIPAL CLERKS ANNUAL	01-110-54-00-5460		65.00



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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D003890	BEHLANDJ JORI BEHLAND						
	MCIL DUES	12/17/24	02	DUE RENEWAL REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		65.00 *
					DIRECT DEPOSIT TOTAL:		110.00
D003891	BLYSTONB BOBBIE BLYSTONE						
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003892	BROWND DAVID BROWN						
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
541872	CECCHIN CECCHIN PLUMBING & HEATING INC						
	121324	12/13/24	01	ENGINEERS PAYMENT ESTIMATE 3	51-510-60-00-6029		85,283.79
			02	FOR WELL 10 RAW WATER MAIN	** COMMENT **		
			03	IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		85,283.79 *
					CHECK TOTAL:		85,283.79
541873	CENTRALL CENTRAL LIMESTONE COMPANY, INC						
	40806	12/16/24	01	GRAVEL	51-510-56-00-5620		289.04
					INVOICE TOTAL:		289.04 *
					CHECK TOTAL:		289.04

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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541874	COMED	COMMONWEALTH EDISON					
	0228182000-00924	12/20/24	01	08/28-09/27 VAN EMMON LOT	23-230-54-00-5482		20.71
					INVOICE TOTAL:		20.71 *
	0228182000-0824	12/16/24	01	07/30-08/28 VAN EMMON LOT	23-230-54-00-5482		11.82
					INVOICE TOTAL:		11.82 *
	1951034000-01124	12/13/24	01	11/06-12/02 RT34 & BEECHER	23-230-54-00-5482		104.92
					INVOICE TOTAL:		104.92 *
	3059341222-1124	12/14/24	01	11/12-12/12 9257 GALENA PK	79-795-54-00-5480		53.92
					INVOICE TOTAL:		53.92 *
	5336617000-1224	12/16/24	01	11/12-12/12 RT47 & ROSENWINKLE	23-230-54-00-5482		62.07
					INVOICE TOTAL:		62.07 *
	6242447000-1124	12/06/24	01	11/05-12/05 RT34 & CANNONBALL	23-230-54-00-5482		21.52
					INVOICE TOTAL:		21.52 *
	7706362222-01124	12/17/24	01	11/15-12/16 RT47 & KENNEDY	23-230-54-00-5482		1,490.82
					INVOICE TOTAL:		1,490.82 *
	9193732222-1124	12/14/24	01	11/12-12/12 4600 N BRIDGE	51-510-54-00-5480		97.31
					INVOICE TOTAL:		97.31 *
					CHECK TOTAL:		1,863.09
D003893	CONARDR	RYAN CONARD					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
541875	DANIELKR	DANIEL KRAMER					

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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541875	DANIELKR	DANIEL KRAMER					
	2024-1139	RFND	12/26/24	01 REFUND FOR 2 PUBLIC HEARING	01-000-42-00-4210		100.00
			02	SIGNS	** COMMENT **		
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
D003894	DHUSEE	DHUSE, ERIC					
	010125		01/01/25	01 DEC 2024 MOBILE EMAIL	01-410-54-00-5440		15.00
			02	REIMBURSEMENT	** COMMENT **		
			03	DEC 2024 MOBILE EMAIL	51-510-54-00-5440		15.00
			04	REIMBURSEMENT	** COMMENT **		
			05	DEC 2024 MOBILE EMAIL	52-520-54-00-5440		15.00
			06	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003895	DLK	DLK, LLC					
	284		12/27/24	01 DEC 2024 ECONOMIC DEVELOPMENT	01-640-54-00-5486		9,750.00
			02	HOURS	** COMMENT **		
					INVOICE TOTAL:		9,750.00 *
	289		12/27/24	01 OCT-DEC 2024 ECONOMIC	01-640-54-00-5486		16,500.00
			02	DEVELOPMENT BANKED HOURS	** COMMENT **		
					INVOICE TOTAL:		16,500.00 *
					DIRECT DEPOSIT TOTAL:		26,250.00
D003896	EVANST	TIM EVANS					
	010125		01/01/25	01 DEC 2024 MOBILE EMAIL	79-790-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		

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
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11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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D003896	EVANST	TIM EVANS					
	010125	01/01/25	03	DEC 2024 MOBILE EMAIL	79-795-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
541876	FOX RIDGE	FOX RIDGE STONE					
	10170	12/14/24	01	GRAVEL	51-510-56-00-5640		110.00
					INVOICE TOTAL:		110.00 *
					CHECK TOTAL:		110.00
D003897	FREDRICR	ROB FREDRICKSON					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003898	GALAUNEJ	JAKE GALAUNER					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
541877	GLATFELT	GLATFELTER UNDERWRITING SRVS.					
	164243131-PREMIUM	12/16/24	01	2025 LIABILITY INS PREMIUM	01-640-52-00-5231		62,961.55
			02	2025 LIABILITY INS PREMIUM-P	01-640-52-00-5231		13,091.21
			03	2025 LIABILITY INS PREMIUM	51-510-52-00-5231		6,942.65

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
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541877	GLATFELT	GLATFELTER UNDERWRITING SRVS.					
	164243131-PREMIUM	12/16/24	04	2025 LIABILITY INS PREMIUM	52-520-52-00-5231		3,328.03
			05	2025 LIABILITY INS PREMIUM	82-820-52-00-5231		5,218.56
				INVOICE TOTAL:			91,542.00 *
				CHECK TOTAL:			91,542.00
D003899	HENNED	DURK HENNE					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
D003900	HERNANDN	NOAH HERNANDEZ					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
541878	HIGHSTAR	HIGH STAR TRAFFIC					
	10164	12/11/24	01	MISC SIGNS	23-230-56-00-5619		285.30
				INVOICE TOTAL:			285.30 *
	10165	12/11/24	01	STREET SIGNS	23-230-56-00-5619		370.30
				INVOICE TOTAL:			370.30 *
	10252	12/19/24	01	MISC SIGNS	23-230-56-00-5619		259.65
				INVOICE TOTAL:			259.65 *
	10287	12/24/24	01	NO PARKING SIGN	23-230-56-00-5619		120.90
				INVOICE TOTAL:			120.90 *
				CHECK TOTAL:			1,036.15
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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541879	HODOUSR	RICHARD HODOUS					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
D003901	HORNERR	RYAN HORNER					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003902	HOULEA	ANTHONY HOULE					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003903	IHRIGK	KIRSTEN IHRIG					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
541880	INTERDEV	INTERDEV, LLC					
	MSP-1047699	12/31/24	01	MONTHLY OT BILLING FOR DEC	01-640-54-00-5450		19,960.17
			02	2024	** COMMENT **		
					INVOICE TOTAL:		19,960.17 *
					CHECK TOTAL:		19,960.17
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				



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541881	INTERSTA	INTERSTATE POWER SYSTEMS, INC					
	R042049719.:01	11/15/24	01	ANNUAL INSPECTION	52-520-56-00-5613		1,768.67
					INVOICE TOTAL:		1,768.67 *
				CHECK TOTAL:			1,768.67
541882	IPRF	ILLINOIS PUBLIC RISK FUND					
	97309	12/16/24	01	FEB 2025 WORK COMP INS	01-640-52-00-5231		13,402.34
			02	FEB 2025 WORK COMP INS-P	01-640-52-00-5231		2,726.36
			03	FEB 2025 WORK COMP INS	51-510-52-00-5231		1,270.93
			04	FEB 2025 WORK COMP INS	52-520-52-00-5231		574.09
			05	FEB 2025 WORK COMP INS	82-820-52-00-5231		1,083.28
					INVOICE TOTAL:		19,057.00 *
				CHECK TOTAL:			19,057.00
D003904	JACKSONJ	JAMIE JACKSON					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
D003905	JOHNGEOR	GEORGE JOHNSON					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	51-510-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	DEC 2024 MOBILE EMAIL	52-520-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
541883	KENCOM	KENCOM PUBLIC SAFETY DISPATCH					
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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541883	KENCOM	KENCOM PUBLIC SAFETY DISPATCH					
	656	12/06/24	01	ANNUAL COST SHARING	01-640-54-00-5449		170,416.07
			02	REIMBURSEMENT FOR FY2025	** COMMENT **		
					INVOICE TOTAL:		170,416.07 *
					CHECK TOTAL:		170,416.07
D003906	KLEEFISG	GLENN KLEEFISCH					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
541884	KONICAMI	KONICA MINOLTA BUSINESS					
	51899132	12/04/24	01	NOV 2024 DOCUMENT SCANNING	01-220-54-00-5462		595.50
					INVOICE TOTAL:		595.50 *
	51899135	12/04/24	01	NOV 2024 DOCUMENT SCANNING	01-220-54-00-5462		325.50
					INVOICE TOTAL:		325.50 *
	51899136	12/04/24	01	NOV 2024 DOCUMENT SCANNING	01-220-54-00-5462		1,965.25
					INVOICE TOTAL:		1,965.25 *
	51899137	12/04/24	01	NOV 2024 DOCUMENT SCANNING	01-220-54-00-5462		2,174.54
					INVOICE TOTAL:		2,174.54 *
					CHECK TOTAL:		5,060.79
541885	LANDAP	PAUL LANDA					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	79-790-54-00-5440		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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541886	LAWSON	LAWSON PRODUCTS					
	9312058365	12/05/24	01	CABLE TIES	01-410-56-00-5620		282.31
					INVOICE TOTAL:		282.31 *
				CHECK TOTAL:			282.31
541887	LEGENDRP	PATRICK LEGENDRE					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
				CHECK TOTAL:			45.00
541888	LINDCO	LINDCO EQUIPMENT SALES INC					
	2214751-SWL	12/18/24	01	VIKING DUMP TRUCK	25-215-60-00-6070		146,738.62
					INVOICE TOTAL:		146,738.62 *
				CHECK TOTAL:			146,738.62
541889	LOMBARDS	STEVEN LOMBARDO					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
				CHECK TOTAL:			45.00
541890	MARCO	MARCO TECHNOLOGIES LLC					
	545613523	12/27/24	01	12/20/24-1/20/25 COPIER LEASE	01-110-54-00-5485		259.29
			02	12/20/24-1/20/25 COPIER LEASE	01-120-54-00-5485		259.27
			03	12/20/24-1/20/25 COPIER LEASE	01-220-54-00-5485		518.58
			04	12/20/24-1/20/25 COPIER LEASE	01-210-54-00-5485		663.73

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
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11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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541890	MARCO	MARCO TECHNOLOGIES LLC					
	545613523	12/27/24	05	12/20/24-1/20/25 COPIER LEASE	01-410-54-00-5485		51.47
			06	12/20/24-1/20/25 COPIER LEASE	51-510-54-00-5485		51.47
			07	12/20/24-1/20/25 COPIER LEASE	52-520-54-00-5485		51.46
			08	12/20/24-1/20/25 COPIER LEASE	79-790-54-00-5485		154.39
			09	12/20/24-1/20/25 COPIER LEASE	79-795-54-00-5485		259.28
				INVOICE TOTAL:			2,268.94 *
				CHECK TOTAL:			2,268.94
D003907	MCGREGOM	MATTHEW MCGREGORY					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
541891	MESIMPSON	M.E. SIMPSON CO, INC					
	43564	12/12/24	01	500 BLAINE ST LEAK DETECTION	51-510-56-00-5640		645.00
				INVOICE TOTAL:			645.00 *
				CHECK TOTAL:			645.00
541892	METRONET	METRO FIBERNET LLC					
	1872272-121824	12/18/24	01	12/18-01/17 INTERNET @ 651 PP	01-110-54-00-5440		66.87
			02	12/18-01/17 INTERNET @ 651 PP	01-120-54-00-5440		76.42
			03	12/18-01/17 INTERNET @ 651 PP	01-120-54-00-5440		38.21
			04	12/18-01/17 INTERNET @ 651 PP	79-795-54-00-5440		76.42
			05	12/18-01/17 INTERNET @ 651 PP	01-210-54-00-5440		382.08
				INVOICE TOTAL:			640.00 *
				CHECK TOTAL:			640.00

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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541893	MIDWSALT	MIDWEST SALT					
	P478097	12/11/24	01	BULK ROCK SALT	51-510-56-00-5638		3,190.72
					INVOICE TOTAL:		3,190.72 *
	P478205	12/17/24	01	BULK ROCK SALT	51-510-56-00-5638		3,631.94
					INVOICE TOTAL:		3,631.94 *
					CHECK TOTAL:		6,822.66
D003908	MILSCHET	TED MILSCHEWSKI					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
541894	MOHMS	MIDWEST OCCUPATIONAL HEALTH MS					
	212577	11/01/24	01	CDL EMPLOYEE DOT TRAINING	01-410-54-00-5412		150.00
			02	CDL EMPLOYEE DOT TRAINING	79-790-54-00-5412		50.00
			03	CDL EMPLOYEE DOT TRAINING	52-520-54-00-5412		50.00
					INVOICE TOTAL:		250.00 *
					CHECK TOTAL:		250.00
541895	MUNIWELL	MUNICIPAL WELL & PUMP					
	22989	12/12/24	01	ENGINEERS PAYMENT ESTIMATE 1	51-510-60-00-6029		230,731.20
			02	FOR WELL 10 CONSTRUCTION	** COMMENT **		
					INVOICE TOTAL:		230,731.20 *
					CHECK TOTAL:		230,731.20
D003909	NASUTAE	EMILY NASUTA					

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
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D003909	NASUTAE	EMILY NASUTA					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003910	NAVARROJ	JESUS NAVARRO					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
541896	NEOPOST	QUADIEN T FINANCE USA, INC					
	010425-CITY	01/03/25	01	POSTAGE MACHINE REFILL	01-000-14-00-1410		300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
541897	NICOR	NICOR GAS					
	16-00-27-3553 4-1124	12/10/24	01	11/11-12/10 1301 CAROLYN CT	01-110-54-00-5480		53.28
					INVOICE TOTAL:		53.28 *
	31-61-67-2493 1-1124	12/09/24	01	11/08-12/09 276 WINDHAM	01-110-54-00-5480		52.12
					INVOICE TOTAL:		52.12 *
	95-16-10-1000 4-1124	12/13/24	01	11/13-12/12 1 RT47	01-110-54-00-5480		51.66
					INVOICE TOTAL:		51.66 *
					CHECK TOTAL:		157.06
541898	OSWEGO	VILLAGE OF OSWEGO					
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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541898	OSWEGO	VILLAGE OF OSWEGO					
	2935	12/12/24	01	WATER CORROSION	51-510-60-00-6011		10,058.72
			02	ASSESSMENT-MAY 2024	** COMMENT **		
					INVOICE TOTAL:		10,058.72 *
	2937	12/12/24	01	WATER CORROSION	51-510-60-00-6011		26,398.21
			02	ASSESSMENT-JULY 2024	** COMMENT **		
					INVOICE TOTAL:		26,398.21 *
	2939	12/12/24	01	AUG 2024 WATER CORROSION	51-510-60-00-6011		13,410.58
			02	ASSESSMENT	** COMMENT **		
					INVOICE TOTAL:		13,410.58 *
	2941	12/12/24	01	WATER CORROSION	51-510-60-00-6011		7,431.85
			02	ASSESSMENT-SEPT 2024	** COMMENT **		
					INVOICE TOTAL:		7,431.85 *
	2943	12/12/24	01	WATER CORROSION	51-510-60-00-6011		19,896.78
			02	ASSESSMENT-OCT 2024	** COMMENT **		
					INVOICE TOTAL:		19,896.78 *
	2945	12/12/24	01	WATER STUDY -	51-510-60-00-6011		586.81
			02	08/01/24-10/31/24	** COMMENT **		
					INVOICE TOTAL:		586.81 *
					CHECK TOTAL:		77,782.95
541899	OTTOSEN	OTTOSEN DINOLFO					
	11317	11/30/24	01	MISC ADMIN LEGAL MATTERS	01-640-54-00-5456		15,410.00
					INVOICE TOTAL:		15,410.00 *
	11318	11/30/24	01	DOWNTOWN TIF MATTERS	88-880-54-00-5462		230.00
					INVOICE TOTAL:		230.00 *
	11319	11/30/24	01	NOV 2024 MEETINGS	01-640-54-00-5465		1,600.00
					INVOICE TOTAL:		1,600.00 *
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
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541899	OTTOSEN	OTTOSEN DINOLFO					
	11320	11/30/24	01	KENDALL MARKETPLACE AND	90-232-00-00-0011		143.75
			02	HEARTLAND MEADOWS WEST MATTERS	** COMMENT **		
			03	GREEN DOOR MATTERS	90-191-00-00-0011		868.25
				INVOICE TOTAL:			1,012.00 *
	11321	11/30/24	01	COUNTRYSIDE TIF MATTERS	87-870-54-00-5462		218.50
				INVOICE TOTAL:			218.50 *
	11322	11/30/24	01	DOWNTOWN TIF II MATTERS	89-890-54-00-5462		425.50
				INVOICE TOTAL:			425.50 *
	11323	11/30/24	01	WIDENING OF KENNEDY RD MATTER	01-640-54-00-5456		414.00
				INVOICE TOTAL:			414.00 *
	11324	11/30/24	01	COSTCO MATTERS	90-239-00-00-0011		736.00
				INVOICE TOTAL:			736.00 *
	11325	11/30/24	01	IEPA WATER LOAN MATTERS	01-640-54-00-5456		1,656.00
				INVOICE TOTAL:			1,656.00 *
	11326	11/30/24	01	KENDALL MARKETPLACE TOWNHOMES	90-154-00-00-0011		46.00
			02	GRANDE RESERVE MATTERS	90-228-00-00-0011		230.00
			03	GRANDE RESERVE #21 MATTERS	90-222-00-00-0011		345.00
			04	GRANDE RESERVE #27 MATTERS	90-147-00-00-0011		115.00
				INVOICE TOTAL:			736.00 *
	11327	11/30/24	01	TIMBER RIDGE MATTERS	90-174-00-00-0011		230.00
				INVOICE TOTAL:			230.00 *
	11331	11/30/24	01	APPLIED COMMUNICATION VS.	01-640-54-00-5461		345.00
			02	LITE CONSTRUCTION MATTERS	** COMMENT **		
				INVOICE TOTAL:			345.00 *
	11332	11/30/24	01	DMYF, LLC MATTERS	90-234-00-00-0011		1,150.00
				INVOICE TOTAL:			1,150.00 *
				CHECK TOTAL:			24,163.00
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				

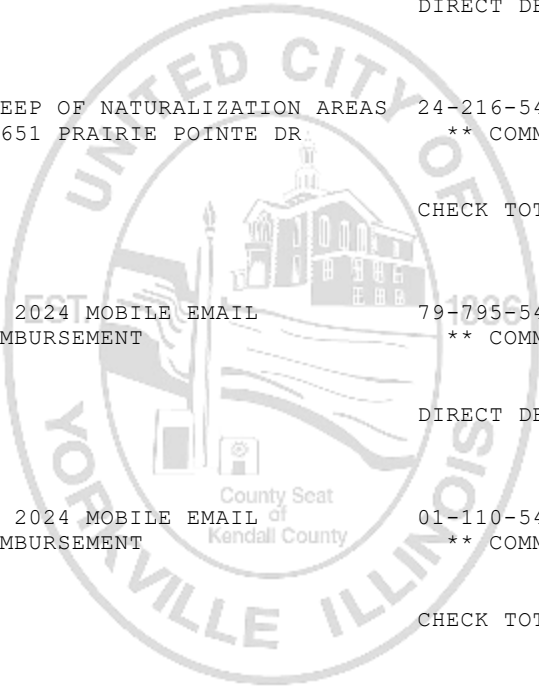


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D003911	PIAZZA	AMY SIMMONS					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
541900	PIZZO	PIZZO AND ASSOCIATES, LTD					
	340-8	12/01/24	01	UPKEEP OF NATURALIZATION AREAS	24-216-54-00-5446		732.19
			02	AT 651 PRAIRIE POINTE DR	** COMMENT **		
					INVOICE TOTAL:		732.19 *
					CHECK TOTAL:		732.19
D003912	PRUITTC	CAYLA PRUITT					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
541901	PURCELLJ	JOHN PURCELL					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
D003913	RATOSP	PETE RATOS					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	01-220-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00



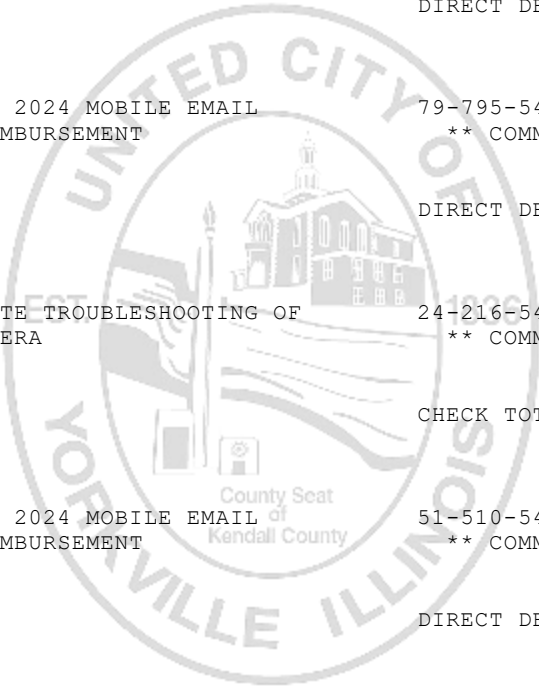
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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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D003914	REDMONST	STEVE REDMON					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003915	ROSBOROS	SHAY REMUS					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
541902	SCIENTEL	SCIENTEL SOLUTIONS LLC					
	008226	12/13/24	01	ONSTE TROUBLESHOOTING OF	24-216-54-00-5446		1,424.00
			02	CAMERA	** COMMENT **		
					INVOICE TOTAL:		1,424.00 *
					CHECK TOTAL:		1,424.00
D003916	SCODROP	PETER SCODRO					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003917	SCOTTTR	TREVOR SCOTT					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00



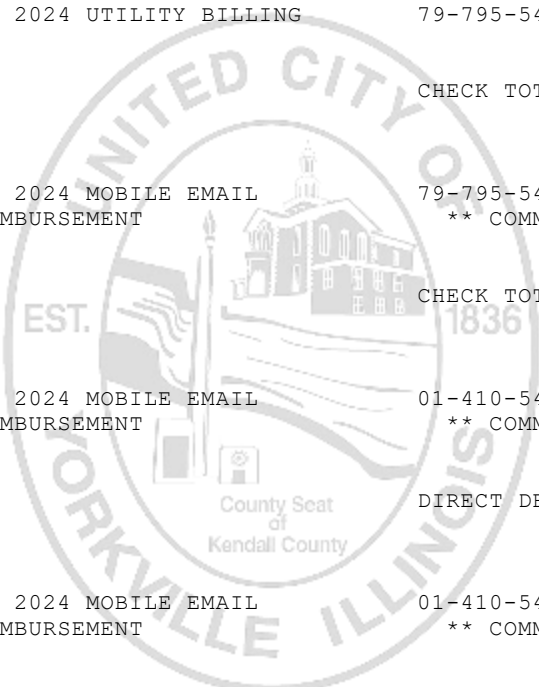
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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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541903	SEBIS	SEBIS DIRECT					
	109594	12/12/24	01	NOV 2024 UTILITY BILLING	01-120-54-00-5430		297.10
			02	NOV 2024 UTILITY BILLING	01-220-54-00-5430		62.50
			03	NOV 2024 UTILITY BILLING	51-510-54-00-5430		398.05
			04	NOV 2024 UTILITY BILLING	52-520-54-00-5430		185.68
			05	NOV 2024 UTILITY BILLING	79-795-54-00-5426		280.76
				INVOICE TOTAL:			1,224.09 *
				CHECK TOTAL:			1,224.09
541904	SENDRAS	SAMANTHA SENDRA					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				CHECK TOTAL:			45.00
D003918	SENGM	MATT SENG					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
D003919	SLEEZERJ	JOHN SLEEZER					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
	122624-CDL	12/26/24	01	CDL LICENSE REIMBURSEMENT	01-410-54-00-5462		66.46
				INVOICE TOTAL:			66.46 *
				DIRECT DEPOSIT TOTAL:			111.46



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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D003920	SLEEZERS	SCOTT SLEEZER					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003921	SMITHD	DOUG SMITH					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
541905	STANDE	STANDARD EQUIPMENT CO					
	PICPAK	12/09/24	01	WATER HANDGUN, ADAPTERS	52-520-56-00-5628		256.16
					INVOICE TOTAL:		256.16 *
					CHECK TOTAL:		256.16
D003922	STEFFANG	GEORGE A STEFFENS					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
541906	SUBURLAB	SUBURBAN LABORATORIES INC.					
	GA4000558	11/01/24	01	WATER TESTING	51-510-54-00-5429		3,948.83
					INVOICE TOTAL:		3,948.83 *
					CHECK TOTAL:		3,948.83

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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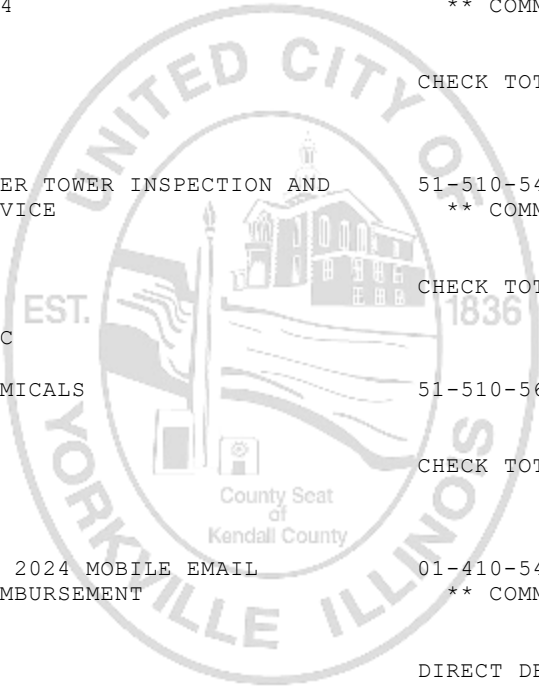
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D003923	THOMASL	LORI THOMAS					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
541907	TRAFFIC	TRAFFIC CONTROL CORPORATION					
	155718	12/19/24	01	GREEN LEDS	01-410-54-00-5435		129.00
				INVOICE TOTAL:			129.00 *
				CHECK TOTAL:			129.00
541908	UNIMAX	UNI-MAX MANAGEMENT CORP					
	5205	12/17/24	01	651 PP OFFICE CLEANING-DEC	01-110-54-00-5448		369.55
			02	2024	** COMMENT **		
			03	651 PP OFFICE CLEANING-DEC	01-120-54-00-5488		369.55
			04	2024	** COMMENT **		
			05	651 PP OFFICE CLEANING-DEC	01-210-54-00-5488		1,061.38
			06	2024	** COMMENT **		
			07	651 PP OFFICE CLEANING-DEC	79-795-54-00-5488		318.11
			08	2024	** COMMENT **		
			09	651 PP OFFICE CLEANING-DEC	01-220-54-00-5488		203.41
			10	2024	** COMMENT **		
			11	PW FACILITY OFFICE	01-410-54-00-5488		153.00
			12	CLEANING-DEC 2024	** COMMENT **		
			13	PW FACILITY OFFICE	51-510-54-00-5488		153.00
			14	CLEANING-DEC 2024	** COMMENT **		
			15	PW FACILITY OFFICE	52-520-54-00-5488		153.00
			16	CLEANING-DEC 2024	** COMMENT **		
			17	LIBRARY OFFICE CLEANING-DEC	82-820-54-00-5488		2,106.00
			18	2024	** COMMENT **		
			19	185 WOLF OFFICE CLEANING-DEC	79-790-54-00-5488		230.00
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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541908	UNIMAX	UNI-MAX MANAGEMENT CORP					
	5205	12/17/24	20	2024	** COMMENT **		
			21	PRESCHOOL OFFICE CLEANING-DEC	79-795-54-00-5488		702.00
			22	2024	** COMMENT **		
			23	VAN EMMON OFFICE CLEANING-DEC	79-795-54-00-5488		230.00
			24	2024	** COMMENT **		
				INVOICE TOTAL:			6,049.00 *
				CHECK TOTAL:			6,049.00
541909	VICKERYJ	JUDE VICKERY					
	13905	10/28/24	01	WATER TOWER INSPECTION AND	51-510-54-00-5462		1,600.00
			02	SERVICE	** COMMENT **		
				INVOICE TOTAL:			1,600.00 *
				CHECK TOTAL:			1,600.00
541910	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	6927179	11/27/24	01	CHEMICALS	51-510-56-00-5638		5,895.00
				INVOICE TOTAL:			5,895.00 *
				CHECK TOTAL:			5,895.00
D003924	WEBERR	ROBERT WEBER					
	010125	01/01/25	01	DEC 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
541911	WEX	WEX BANK					
	101901235	12/31/24	01	DEC 2024 GASOLINE	01-210-56-00-5695		6,360.31



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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541911	WEX 101901235	WEX BANK 12/31/24	02	DEC 2024 GASOLINE	01-220-56-00-5695		267.26
					INVOICE TOTAL:		6,627.57 *
					CHECK TOTAL:		6,627.57
541912	WILLMAN 2024-0055-724 VETERA	WILLMAN & GROESCH 12/19/24	01	SURETY GUARANTEE REFUND	01-000-24-00-2415		2,200.00
					INVOICE TOTAL:		2,200.00 *
					CHECK TOTAL:		2,200.00
D003925	WILLRETE 010125	ERIN WILLRETT 01/01/25	01	DEC 2024 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003926	WOLFB 010125	BRANDON WOLF 01/01/25	01	DEC 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003927	YODERD 010125	DAVID YODER 01/01/25	01	DEC 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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

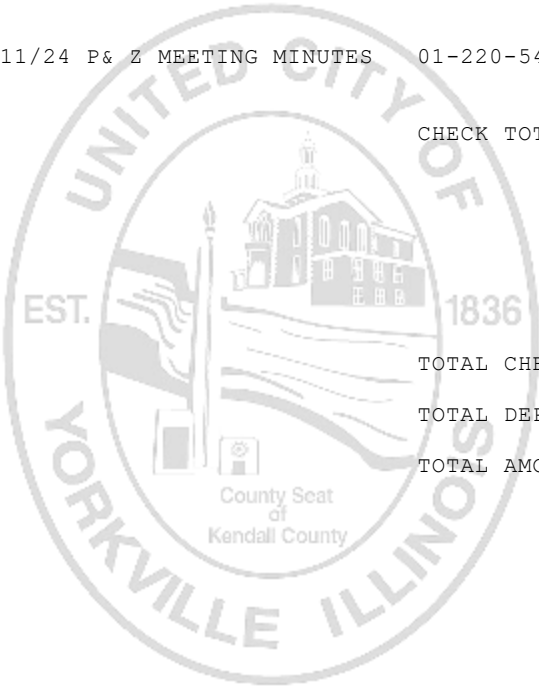
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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
541913	YOUNGM	MARLYS J. YOUNG					
	100124-EDC	10/08/24	01	10/01/24 EDC MEETING MINUTES	01-110-54-00-5462		85.00
					INVOICE TOTAL:		85.00 *
	120324 EDC	12/17/24	01	12/03/24 EDC MEETING MINUTES	01-110-54-00-5462		85.00
					INVOICE TOTAL:		85.00 *
	121124-P&Z	12/18/24	01	12/11/24 P & Z MEETING MINUTES	01-220-54-00-5462		85.00
					INVOICE TOTAL:		85.00 *
				CHECK TOTAL:			255.00

TOTAL CHECKS PAID:	952,836.05
TOTAL DEPOSITS PAID:	28,136.46
TOTAL AMOUNT PAID:	980,972.51



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 December 6, 2024

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 144.00	\$ -	\$ 144.00	\$ -	\$ 11.02	\$ 155.02
ALDERMAN	440.16	-	440.16	-	33.68	473.84
ADMINISTRATION	19,750.35	-	19,750.35	1,151.45	956.51	21,858.31
FINANCE	15,719.10	-	15,719.10	925.17	1,181.45	17,825.72
POLICE	156,140.73	14,543.40	170,684.13	416.27	12,402.48	183,502.88
COMMUNITY DEV.	27,026.52	-	27,026.52	1,598.96	2,017.99	30,643.47
STREETS	29,613.06	-	29,613.06	1,732.24	2,188.25	33,533.55
BUILDING & GROUNDS	6,356.08	-	6,356.08	379.31	484.89	7,220.28
WATER	21,125.22	121.17	21,246.39	1,153.55	1,557.34	23,957.28
SEWER	13,203.55	-	13,203.55	769.77	968.92	14,942.24
PARKS	34,480.56	612.42	35,092.98	2,024.92	2,637.78	39,755.68
RECREATION	28,207.91	-	28,207.91	1,356.00	2,117.98	31,681.89
LIBRARY	17,614.74	-	17,614.74	676.15	1,295.33	19,586.22
TOTALS	\$ 369,821.98	\$ 15,276.99	\$ 385,098.97	\$ 12,183.79	\$ 27,853.62	\$ 425,136.38

**TOTAL PAYROLL**

**\$ 425,136.38**



## UNITED CITY OF YORKVILLE PAYROLL SUMMARY December 20, 2024

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 1,607.34	\$ -	\$ 1,607.34	\$ -	\$ 122.97	\$ 1,730.31
ALDERMAN	5,990.00	-	5,990.00	-	458.28	6,448.28
ADMINISTRATION	19,987.22	-	19,987.22	1,165.27	974.63	22,127.12
FINANCE	16,542.05	-	16,542.05	964.40	959.57	18,466.02
POLICE	142,301.76	4,130.09	146,431.85	405.33	10,480.84	157,318.02
COMMUNITY DEV.	27,026.54	-	27,026.54	1,575.65	1,987.40	30,589.59
STREETS	29,724.75	379.30	30,104.05	1,755.04	2,157.42	34,016.51
BUILDING & GROUNDS	6,356.07	-	6,356.07	370.56	473.41	7,200.04
WATER	22,239.20	1,090.27	23,329.47	1,259.25	1,656.46	26,245.18
SEWER	16,394.98	-	16,394.98	955.82	1,144.59	18,495.39
PARKS	34,545.99	-	34,545.99	1,969.71	2,565.33	39,081.03
RECREATION	30,640.91	-	30,640.91	1,385.16	2,285.05	34,311.12
LIBRARY	17,979.48	-	17,979.48	676.15	1,323.21	19,978.84
TOTALS	\$ 371,336.29	\$ 5,599.66	\$ 376,935.95	\$ 12,482.34	\$ 26,589.16	\$ 416,007.45

**TOTAL PAYROLL**

**\$ 416,007.45**



## UNITED CITY OF YORKVILLE PAYROLL SUMMARY January 3, 2025

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	19,568.46	-	19,568.46	1,299.34	1,437.24	22,305.04
FINANCE	15,781.59	-	15,781.59	1,047.91	1,174.76	18,004.26
POLICE	153,078.55	14,646.52	167,725.07	471.61	12,535.37	180,732.05
COMMUNITY DEV.	28,789.05	-	28,789.05	1,908.26	2,167.18	32,864.49
STREETS	26,708.70	641.69	27,350.39	1,816.09	2,019.21	31,185.69
BUILDING & GROUNDS	6,356.08	-	6,356.08	431.99	484.85	7,272.92
WATER	21,977.64	568.45	22,546.09	1,408.09	1,658.21	25,612.39
SEWER	16,141.94	-	16,141.94	1,071.81	1,186.70	18,400.45
PARKS	35,192.32		35,192.32	2,325.49	2,643.92	40,161.73
RECREATION	27,043.91	-	27,043.91	1,626.97	2,031.49	30,702.37
LIBRARY	16,804.39	-	16,804.39	770.10	1,233.34	18,807.83
TOTALS	\$ 367,442.63	\$ 15,856.66	\$ 383,299.29	\$ 14,177.66	\$ 28,572.27	\$ 426,049.22

**TOTAL PAYROLL**

**\$ 426,049.22**



## UNITED CITY OF YORKVILLE

### BILL LIST SUMMARY

Tuesday, January 14, 2025

#### ACCOUNTS PAYABLE

#### DATE

Clerk's Check #131251 Kendall County Recorder <i>(Page 1)</i>	12/06/2024	\$	114.00
Manual City Check Register <i>(Page 2)</i>	12/09/2024		2,250.00
Manual City Check Register <i>(Page 3)</i>	12/12/2024		2,500.00
Clerk's Check #131252 Kendall County Recorder <i>(Page 4)</i>	12/13/2024		171.00
Clerk's Check #131253 Kendall County Recorder <i>(Page 5)</i>	12/17/2024		171.00
Manual City Check Register <i>(Pages 6 - 28)</i>	12/18/2024		1,362,738.67
Manual City Check Register <i>(Page 29)</i>	12/19/2024		4,690.51
City MasterCard Bill Register <i>(Pages 30 - 41)</i>	12/25/2024		111,108.52
Manual City Check Register <i>(Page 42)</i>	12/30/2024		4,140.00
City Check Register <i>(Pages 43 - 67)</i>	01/14/2025		980,972.51

**SUB-TOTAL:**

**\$2,468,856.21**

#### WIRE PAYMENTS

Dearborn Insurance -Jan 2025	01/03/2025	\$	3,071.13
Blue Cross/ Blue Shield Insurance-Jan 2025	12/31/2024		160,575.46
Amalgamated Bank of Chicago - 2023A Bond - Interest PMT	12/23/2024		225,921.88
Amalgamated Bank of Chicago - 2023A Bond - Principal PMT	12/23/2024		150,000.00
Amalgamated Bank of Chicago - 2014C Bond -Interest PMT	12/23/2024		2,025.00
Amalgamated Bank of Chicago - 2014C Bond -Principal PMT	12/23/2024		135,000.00
Amalgamated Bank of Chicago - 2021 Bond -Interest PMT	12/23/2024		98,950.00
Amalgamated Bank of Chicago - 2021 Bond -Principal PMT	12/23/2024		345,000.00
Key Govt Finance-2022 Debt Service- Interest PMT	12/23/2024		14,960.20
Key Govt Finance-2022 Debt Service - Principal PMT	12/23/2024		1,300,000.00
BNY Mellon - 2006 Bond - Interest PMT	12/23/2024		2,400.00
BNY Mellon - 2006 Bond - Principal PMT	12/23/2024		100,000.00

**TOTAL PAYMENTS:**

**\$2,537,903.67**

#### PAYROLL

Bi - Weekly <i>(Page 28)</i>	12/06/2024	\$	425,136.38
Bi - Weekly <i>(Page 62)</i>	12/20/2024		416,007.45
Bi - Weekly <i>(Page 62)</i>	01/03/2025		426,049.22

**SUB-TOTAL:**

**\$ 1,267,193.05**

**TOTAL DISBURSEMENTS:**

**\$ 6,273,952.93**



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

Agenda Item Number

Consent Agenda #4

Tracking Number

PW 2024-100

### Agenda Item Summary Memo

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

**Meeting and Date:** City Council – January 14, 2025

**Synopsis:** Consideration of Change Order No. 1 – Final Balancing

### Council Action Previously Taken:

Date of Action: PW – 12/17/14 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-100

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

**Submitted by:** Brad Sanderson

Name

Engineering

Department

### Agenda Item Notes:

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

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



# Memorandum

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

Date: December 17, 2024

Subject: Well No. 10 and Raw Water Main Improvements – Change Order No. 1  
(Balancing)

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

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

## **Background:**

The United City of Yorkville and Cecchin Site Utilities entered into an agreement for a contract value of **\$1,335,053.00** for the above referenced project. There have been no other subsequent change orders to date.

## **Questions Presented:**

Should the City approve Change Order No. 1 – Final Balancing, which would **increase** the contract value by \$14,463.67.

## **Discussion:**

The change order would increase the contract value to \$1,349,516.67 based upon final measurement of quantities in the field.

We are recommending approval of the change order.

## **Action Required:**

Consideration of approval of Change Order No. 1 – Final Balancing.

**Resolution No. 2025-\_\_\_\_\_**

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

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

**WHEREAS**, the City has approved a contract in the amount of \$1,335,053.00 with Cecchin Site Utilities (“Cecchin”), for a project commonly known as the Well No. 10 and Raw Water Main Improvements, the price of which has increased from the original contract amount in the amount of \$14,463.67 (the “*Change Order*”) due to the final balancing of the contract and a change in contract value based upon final measurements in the field; and

**WHEREAS**, this change order being an increase of less than \$25,000, and no other change orders having been submitted on this project, a finding under Section 33E-9 of the Illinois Criminal Code (720 ILCS 5/33E-9) is not required for approval of this change order; and

**WHEREAS**, it has been recommended to the Mayor and City Council (the “*Corporate Authorities*”) that a Change Order increasing the total contract price to the amount of \$1,349,516.67, as set forth in the proposal from Cecchin, be approved.

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

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

**Section 2.** The Corporate Authorities hereby find and declare that the Change Order to the Well No. 10 and Raw Water Main Improvements contract with Cecchin Site Utilities, which

results in a total increase of \$14,463.67, is hereby approved, and the City Administrator is authorized to execute the Change Order as hereinabove identified.

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

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

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

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

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

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

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

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

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

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

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

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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



CHANGE ORDER

Order No. 1 – Final Balancing

Date: December 17, 2024

Agreement Date: May 2, 2024

NAME OF PROJECT: Well No.10 and Raw Water Main Improvements

OWNER: United City of Yorkville

CONTRACTOR: Cecchin Site Utilities

The following changes are hereby made to the CONTRACT DOCUMENTS:

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$1,335,053.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$1,335,053.00

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$14,463.67

The new CONTRACT PRICE including this CHANGE ORDER will be: \$1,349,516.67

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The date for completion for all work will be: \_\_\_\_\_

Justification

This change order reflects the contract value based upon final measurements in the field.

Approvals Required

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

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

Accepted by: \_\_\_\_\_ Cecchin Site Utilities

PAYABLE TO: Cecchin Site Utilities  
ADDRESS: 1701 Quincy Ave. Suite 500  
Naperville, IL-60540

ENGINEERS PAYMENT ESTIMATE NO. 4 - FINAL  
WELL NO. 10 RAW WATER MAIN IMPROVEMENTS  
UNITED CITY OF YORKVILLE

PAY PERIOD  
FROM: 9/28/2024 TO: 11/26/2024

ITEM NO.	ITEMS	UNIT	QUANTITY	AWARDED VALUE	ADDED QUANTITY	DEDUCTED QUANTITY	UNIT PRICE	COMPLETED QUANTITY THIS PAY PERIOD	COMPLETED VALUE THIS PAY PERIOD	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUE	
1	TREE ROOT PRUNING	EACH	3	\$ 750.00			\$ 250.00		\$ -	3.0	\$ 750.00	
2	TREE PRUNING (EQUIPMENT CLEARANCE)	LS	1	\$ 3,500.00			\$ 3,500.00		\$ -	1.0	\$ 3,500.00	
3	TREE PROTECTION	EACH	10	\$ 1,500.00			\$ 150.00		\$ -	10.0	\$ 1,500.00	
4	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	2	\$ 7,950.00			\$ 3,975.00		\$ -	2.0	\$ 7,950.00	
5	CONNECTION TO EXISTING WATER MAIN, 6-INCH	EACH	1	\$ 3,950.00			\$ 3,950.00		\$ -	1.0	\$ 3,950.00	
6	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	3	\$ 13,575.00			\$ 4,525.00		\$ -	3.0	\$ 13,575.00	
7	PRESSURE CONNECTION WITH TAPPING SLEEVE, AND 8" TAPPING VALVE IN VALVE BOX	EACH	1	\$ 20,000.00		1	\$ 20,000.00		\$ -	0.0	\$ -	
8	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 6-INCH	LF	55	\$ 8,745.00	103.0		\$ 159.00		\$ -	158.0	\$ 25,122.00	
9	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	LF	537	\$ 73,032.00	5.0		\$ 136.00		\$ -	542.0	\$ 73,712.00	
10	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	LF	3,576	\$ 522,096.00			\$ 146.00		\$ -	3576.0	\$ 522,096.00	
11	STEEL CASING PIPE, BORED AND JACKED, 20-INCH DIA. 0.25-INCH THICKNESS	FOOT	50	\$ 34,250.00	19.0		\$ 685.00		\$ -	69.0	\$ 47,265.00	
12	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 12-INCH	EACH	5	\$ 41,625.00			\$ 8,325.00		\$ -	5.0	\$ 41,625.00	
13	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	EACH	4	\$ 25,140.00		1	\$ 6,285.00		\$ -	3.0	\$ 18,855.00	
14	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 6-INCH	EACH	1	\$ 5,495.00			\$ 5,495.00		\$ -	1.0	\$ 5,495.00	
15	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	10	\$ 82,400.00			\$ 8,240.00		\$ -	10.0	\$ 82,400.00	
16	FIRE HYDRANT TO BE REMOVED	EACH	3	\$ 1,995.00			\$ 665.00		\$ -	3.0	\$ 1,995.00	
17	DUCTILE IRON FITTINGS	LB	4,945	\$ 69,230.00	508.0		\$ 14.00		\$ -	5453.0	\$ 76,342.00	
18	WATER MAIN PROTECTION, PVC C-900, 18-INCH	LF	23	\$ 4,370.00	23.0		\$ 190.00		\$ -	46.0	\$ 8,740.00	
19	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TON	50	\$ 2,000.00		50	\$ 40.00		\$ -	0.0	\$ -	
20	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TON	50	\$ 2,000.00		50	\$ 40.00		\$ -	0.0	\$ -	
21	FOUNDATION MATERIAL	CY	50	\$ 4,750.00		50	\$ 95.00		\$ -	0.0	\$ -	
22	EXPLORATORY EXCAVATION	EACH	3	\$ 1,500.00			\$ 500.00		\$ -	3.0	\$ 1,500.00	
23	VALVE VAULT TO BE ABANDONED	EACH	5	\$ 2,500.00		1	\$ 500.00		\$ -	4.0	\$ 2,000.00	
24	VALVE VAULT TO BE REMOVED	EACH	1	\$ 550.00		1	\$ 550.00		\$ -	0.0	\$ -	
25	VALVE BOX TO BE ABANDONED	EACH	1	\$ 100.00	1.0		\$ 100.00		\$ -	2.0	\$ 200.00	
26	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	5	\$ 3,250.00			\$ 650.00		\$ -	5.0	\$ 3,250.00	
27	INLET PROTECTION	EACH	4	\$ 800.00			\$ 200.00		\$ -	4.0	\$ 800.00	
28	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 8,000.00			\$ 8,000.00		\$ -	1.0	\$ 8,000.00	
29	STORM SEWER REMOVAL AND REPLACEMENT, PVC ASTM 2241, 6-INCH	LF	30	\$ 1,650.00			\$ 55.00		\$ -	30.0	\$ 1,650.00	
30	STORM SEWER REMOVAL AND REPLACEMENT, PVC WATER MAIN QUALITY, 30-INCH	LF	24	\$ 7,800.00		24	\$ 325.00		\$ -	0.0	\$ -	
31	SANITARY SEWER REMOVAL AND REPLACEMENT, PVC SDR26, 8-INCH	LF	21	\$ 8,085.00		21	\$ 385.00		\$ -	0.0	\$ -	
32	HMA CLASS 'D' PATCH, 4"	SY	1,868	\$ 87,796.00	518.0		\$ 47.00		\$ -	2386.0	\$ 112,142.00	
33	HOT-MIX ASPHALT SURFACE REMOVAL - FULL DEPTH WATER MAIN TRENCH	SY	1,868	\$ 14,944.00	467.0		\$ 8.00		\$ -	2335.0	\$ 18,680.00	
34	HOT-MIX ASPHALT BIKE PATH REMOVAL AND REPLACEMENT	SY	234	\$ 14,742.00	79.0		\$ 63.00		\$ -	313.0	\$ 19,719.00	
35	COMB. CONC. CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	30	\$ 2,460.00	37.5		\$ 82.00		\$ -	67.5	\$ 5,535.00	
36	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT	SQFT	1,800	\$ 28,800.00	361.5		\$ 16.00		\$ -	2161.5	\$ 34,584.00	
37	DETECTABLE WARNING	SQFT	30	\$ 1,290.00	6.0		\$ 43.00		\$ -	36.0	\$ 1,548.00	
38	INLET TO REMOVED AND RESET	EACH	1	\$ 4,700.00			\$ 4,700.00		\$ -	1.0	\$ 4,700.00	
39	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SY	117	\$ 8,892.00	159.0		\$ 76.00		\$ -	276.0	\$ 20,976.00	
40	AGGREGATE PATH REMOVAL AND REPLACEMENT	SY	583	\$ 9,911.00		292	\$ 17.00		\$ -	291.5	\$ 4,955.50	
41	PAINT PAVEMENT MARKING - LINE, 4-INCH	LF	160	\$ 3,520.00	106.1		\$ 22.00		\$ -	266.1	\$ 5,855.00	
42	RIP RAP REMOVAL AND REPLACEMENT	SY	65	\$ 4,290.00			\$ 66.00		\$ -	65.0	\$ 4,290.00	
43	RESTORATION	SQYD	8,600	\$ 86,000.00	2055.0		\$ 10.00		\$ -	10655.0	\$ 106,550.00	
44	RESTORATION (SOD)	SQYD	3,140	\$ 59,660.00		3140	\$ 19.00		\$ -	0.0	\$ -	
45	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 8,500.00			\$ 8,500.00		\$ -	1.0	\$ 8,500.00	
46	SILT FENCE	FOOT	1,740	\$ 6,960.00		665	\$ 4.00		\$ -	1075.0	\$ 4,300.00	
47	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	30,000	\$ 30,000.00			\$ 1.00		\$ -	0.0	\$ -	
BID VALUE AWARDED:				\$ 1,335,053.00	VALUE COMPLETED - THIS REQUEST:				\$ -	- TO DATE:		\$ 1,304,606.50

MISCELLANEOUS ADDITIONS				QUANTITY	UNIT PRICE	VALUES
1	RAW WATER FIRE HYDRANT CUSTODIAN LOCKS (7) COR#1			6	\$ 703.00	\$ 4,218.00
2	MODIFY EXISTING VALVE VAULT IN LIEU OF VALVE VAULT #14 COR#3			1	\$ 8,356.64	\$ 8,357.00
3	RELOCATE AND CONNECT 2" WATER SERVICE FOR YORKVILLE GRADE SCHOOL COR#4			1	\$ 11,034.64	\$ 11,034.64
4	ADDITIONAL VAC TRUCK AND LABOR TO CROSS UNDER EX 30" STORM SEWER			1	\$ 7,650.00	\$ 7,650.00
5	16" VALVE REMOVAL AND REPLACEMENT WITH 16" DIP AND 2 SLEEVES			1	\$ 12,947.53	\$ 12,947.53
6	RAW WATER FIRE HYDRANT CUSTODIAN LOCKS (7) COR#1			1	\$ 703.00	\$ 703.00
DEBITS				VALUES		
1	PAY ESTIMATE 1				\$ 668,479.05	
2	PAY ESTIMATE 2				\$ 585,050.83	
3	PAY ESTIMATE 3				\$ 85,283.79	
4						
5						

SUMMARY	
TOTAL MISCELLANEOUS EXTRAS AND CREDITS	\$ 44,910.17
TOTAL COMPLETED CONSTRUCTION COSTS	\$ 1,349,516.67
DEDUCT RETAINAGE	\$ -
TOTAL AMOUNT DUE TO CONTRACTOR	\$ 1,349,516.67
TOTAL DEBITS	\$ 1,338,813.67
NET AMOUNT DUE - THIS PAYMENT	\$ 10,703.00

ENGINEERING ENTERPRISES, INC.  
52 WHEELER ROAD  
SUGAR GROVE, ILLINOIS 60554

PREPARED BY:

APPROVED BY:



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

Agenda Item Number

Consent Agenda #5

Tracking Number

PW 2024-110

### Agenda Item Summary Memo

**Title:** Grande Reserve Unit 3 – Performance Guarantee Release

**Meeting and Date:** City Council – January 14, 2025

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

### Council Action Previously Taken:

Date of Action: PW – 12/17/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-110

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

**Submitted by:** Brad Sanderson

Name

Engineering

Department

### Agenda Item Notes:

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

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



# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Krysti Barksdale-Noble, Community Dev. Dir.  
Jori Behland, City Clerk

Date: December 17, 2024  
Subject: Grande Reserve Unit 3

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The developer has completed the remaining punch list items from the one-year warranty period. We are now recommending a full release of their remaining performance guarantee bond. The value of the guarantee to be released is \$98,055.00. The public improvements were accepted on January 9, 2024.

The developer will provide a separate guarantee to cover the costs of the remaining sidewalk within the undeveloped lot. That guarantee will be released after the completion of the sidewalk.

The full guarantee of \$98,055.00 should not be released until the sidewalk security is in place.

Please let us know if you have any questions.

**Resolution No. 2025-\_\_\_\_\_**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING THE RELEASE OF A PERFORMANCE GUARANTEE BOND RELATED TO GRANDE RESERVE UNIT 3**

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

**WHEREAS**, Grande Reserve (Chicago) ASLI VI, L.L.L.P., an Illinois limited liability limited partnership (“Developer”) submitted a Performance Guarantee Bond in the amount of \$98,055.00 to the City, related to the development of Grande Reserve Unit 3 (the “Project”); and

**WHEREAS**, the Developer has completed the Project and all punch-list items from the Project’s one year warranty period; and

**WHEREAS**, City staff and engineering consultants recommend the release of the Performance Guarantee Bond to the Developer.

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

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

**Section 2.** That the full Performance Guarantee Bond in the amount of 98,055.00 be released to Grande Reserve (Chicago) ASLI VI, L.L.L.P., as recommended by the City’s engineering consultants, Engineering Enterprises, Inc.

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

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

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

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

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

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

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

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

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

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

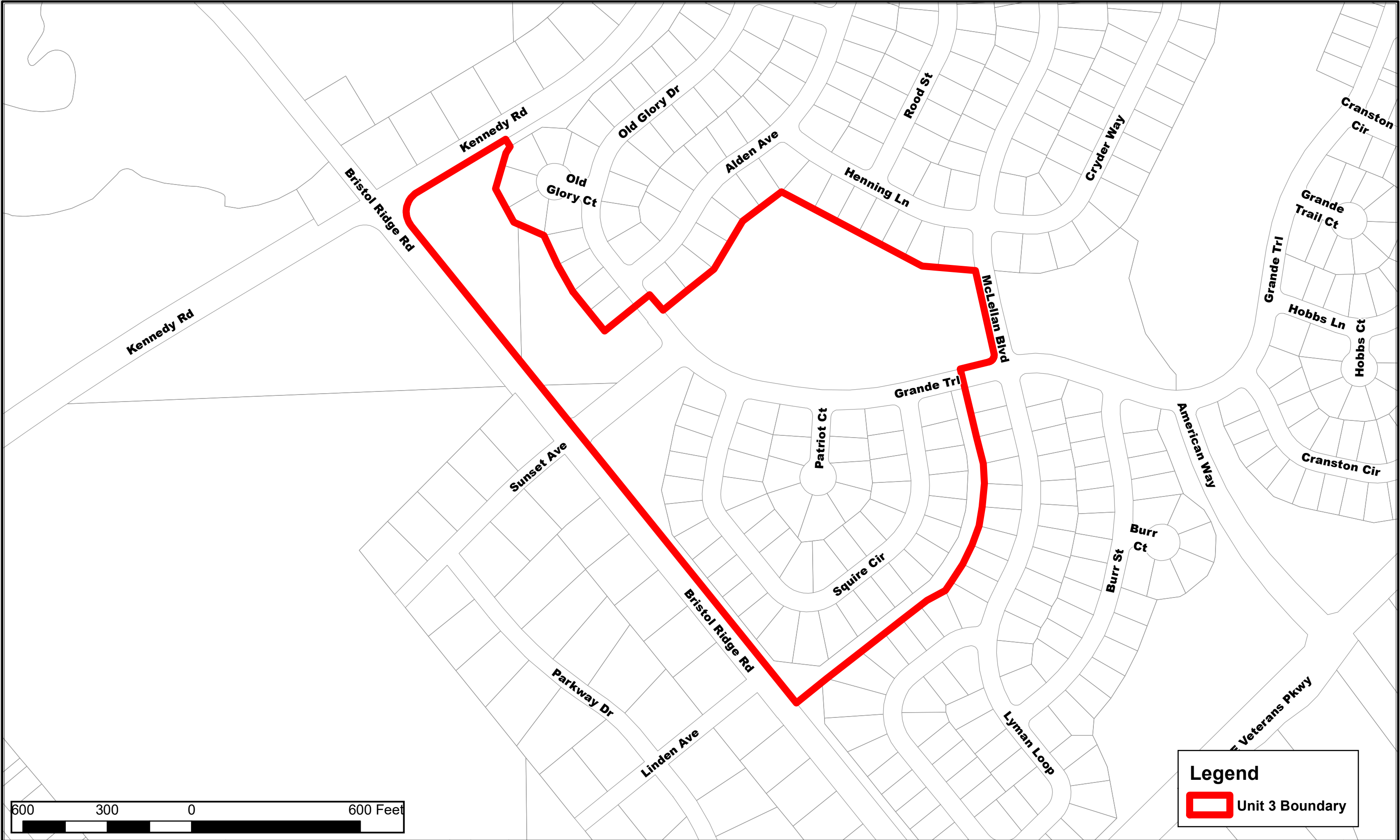
RUSTY CORNEILS \_\_\_\_\_

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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









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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2025-01

### Agenda Item Summary Memo

**Title:** Eldamain Water Main Loop – ComEd Water Main Easement

**Meeting and Date:** City Council – January 14, 2025

**Synopsis:** Consideration of Acceptance

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Acceptance

**Submitted by:** Brad Sanderson Engineering  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Krysti Barksdale-Noble, Community Dev. Dir.  
Jori Behland, City Clerk

Date: January 3, 2025  
Subject: Eldamain Water Main Loop – Comed Water Main Easement

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The Comed easement documents necessary for the construction of the water main for the Eldamain Water Main Loop are attached. The city attorney has reviewed the documents.

Per Ordinance 2024-31, the cost of the easement will be paid for by C1 Yorkville, LLC.

We recommend that the City consider approving and accepting the easement.

If you have any questions, please let me know.

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, ILLINOIS APPROVING A WATER EASEMENT  
AGREEMENT WITH COMMONWEALTH EDISON COMPANY**

**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 limited liability company of the State of Delaware (“Developer”), submitted a proposal to the City to develop approximately two hundred twenty nine (229) acres at the northeast corner of Eldamain and Faxon Road (the “*Development Site*”); and

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

**WHEREAS**, Commonwealth Edison Company, an Illinois Corporation (“ComEd”) is the owner of certain property commonly known as Plano TSS 167 (the “*Grantor’s Property*”) through which it is necessary to install a sixteen (16) inch water main to service the Development Site; and

**WHEREAS**, the City is prepared to work with ComEd to acquire the easement for the installation of the sixteen (16) inch water main and is prepared to approve the Water Easement Agreement with ComEd in the form attached hereto.

**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 Water Easement Agreement by and between Commonwealth Edison Company, an Illinois Corporation and the United City of Yorkville, in the form attached hereto and made a part hereof is hereby approved, and the Mayor is hereby authorized to execute.

**Section 3.** Upon execution by the Mayor, the City Clerk is directed to record the aforesaid Water Easement Agreement with the County Clerk of Kendall County, Illinois.

**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. 2025.

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

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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

This Document was Prepared by:  
When Recorded, Return to:  
Three Lincoln Centre 4<sup>th</sup> FL  
Oakbrook Terrace IL 60181

## **WATER EASEMENT AGREEMENT**

THIS Water Easement Agreement (“Easement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation (“Grantor”), with a mailing address of P.O. Box 767, Chicago, Illinois 60690-0676, and United City of Yorkville, 651 Prairie Pointe Drive, Yorkville IL 60560 (“Grantee”).

### **RECITALS:**

A. Grantor is the owner of a parcel of land in City of Yorkville\_, County of Kendall and State of Illinois, commonly known as Plano TSS 167 described in Exhibit A attached hereto and made a part hereof (“Grantor’s Property”).

B. Grantor utilizes Grantor’s Property for Grantor’s own business operations, which operations, for purposes hereof, shall include without limitation the construction, reconstruction, maintenance, repair, upgrade, expansion, addition, renewal, replacement, relocation, removal, use and operation of Grantor’s equipment and facilities, whether now existing or hereafter to be installed, in, at, over, under, along or across Grantor’s Property (collectively, “Grantor’s Operations”).

C. Grantee desires to install a sixteen-inch (16”) water line across Grantor’s Property in the location legally described and attached hereto as Plat of Survey, Exhibit B

NOW, THEREFORE, in consideration of Ten and No/100ths Dollars, the payments, covenants, terms, and conditions to be made, performed, kept and observed by Grantee hereunder and other good and lawful consideration, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Subject to the terms and provisions of this Easement, Grantor hereby grants and conveys, without warranty of title, a perpetual, non-exclusive easement for the right and privilege to use the Easement Premises for the following purposes and for no other purpose whatsoever: construction and maintenance of a sixteen-inch (16") water line in substantial conformity with the engineering plan sheets 2, 3, 4, 25, 26, 32, 33, 42, 43, 44, 45, of 50, prepared by Engineers Enterprise Inc, Consulting Engineers, 52 Wheeler Road, Sugar Grove IL 60554 dated March 2024 and known as Improvement plans for Eldamain Water Main Loop, United City of Yorkville, Kendall County Illinois attached hereto as Exhibit C and made a part hereof .(hereinafter referred to as the "Facilities").

2. Grantee's Use. The following general conditions shall apply to Grantee's use of the Easement Premises:

(a) Grantee shall procure and maintain at its own expense, prior to entry upon Grantor's Property hereunder, all licenses, consents, permits, authorizations and other approvals required from any federal, state or local governmental authority in connection with the construction, placement, use and operation of the Easement Premises and the Facilities, and Grantee shall strictly observe all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Easement Premises or Grantee's operations thereon. Grantor may from time to time request reasonable evidence that all such approvals have been obtained by Grantee and are in full force and effect. In no event shall Grantee seek any governmental approvals that may affect in any way Grantor's Operations, including without limitation any zoning approvals, without in each instance obtaining Grantor's prior written consent, which consent may be granted or withheld in Grantor's sole discretion.

(b) In the event any aspect of Grantee's construction, placement, maintenance, repair, use or operation of the Easement Premises and the Facilities at any time violates or is forbidden by any law, statute, rule, regulation, order or requirement of any governmental authority, Grantee shall immediately discontinue such operations and at its own expense take all required corrective action, including without limitation removal of all or any portion of the Facilities from Grantor's Property if required, within the lesser of (i) thirty (30) days from Grantee's notice of such violation or (ii) the period of time required by law for the correction of such violation.

(c) Grantee's use of the Easement Premises shall be conducted in a manner that does not conflict or interfere with Grantor's Operations.

(d) This Easement and the rights granted hereunder are subject and subordinate in all respects to all matters and conditions affecting the Easement Premises (whether recorded or unrecorded).

(e) Grantee's obligations and liabilities to Grantor under this Easement with respect to the Easement Premises and the Facilities and all other matters shall not be limited or in any manner impaired by any agreements entered into by and between Grantee and any third parties, including without limitation any agreements related to the construction or installation of the Facilities, and Grantee shall be and remain liable to Grantor for the installation and operation of the Facilities in accordance with the terms and conditions of this Easement, notwithstanding Grantee's failure or refusal to accept delivery of or title to such facilities from any such third parties.

(f) Without limiting the generality of the foregoing, this Easement and the rights granted hereunder are subject and subordinate in all respects to the existing and future rights of Grantor and its

lessees, licensees and grantees, existing roads and highways, the rights of all existing utilities, all existing railroad rights-of-way, water courses and drainage rights that may be present in Grantor's Property. If required, Grantee shall secure the engineering consent of such prior grantees as a prerequisite to exercising its rights hereunder and provide Grantor with a copy of the same.

3. Term. The term of this Easement shall be perpetual, unless sooner terminated in accordance with the provisions of this Easement, and shall commence as of the date first hereinabove written.

[4. Fees. In partial consideration of this Easement, Grantee shall pay Grantor a certain sum of money as set forth in a separate agreement between Grantor and Grantee, which amount shall be due and payable to Grantor, prior to Grantor's execution of this Easement.]

5. Rights Reserved to Grantor.

(a) Grantor's rights in and to the Easement Premises, Grantor's Property and Grantor's Operations are and shall remain superior to Grantee's rights granted hereunder. Grantor shall not be liable to Grantee for damage to the Facilities due to Grantor's Operations and/or the installation, operation, maintenance or removal of any present or future facilities of Grantor.

(b) Grantor reserves the right to grant additional leases, licenses, easements and rights hereafter to third parties through, under, over and across all or any portion of Grantor's Property, including the Easement Premises, so long as there is no material adverse impact on Grantee's rights in and use of the Easement Premises pursuant to the terms of this Easement. In the event of a violation of this Paragraph 5(b), Grantee's sole and exclusive remedy against Grantor shall be seeking an injunction preventing such third party from creating such material adverse impact on Grantee's rights as aforesaid.

6. Relocation and Restoration of Easement Premises. The following terms and conditions shall govern the rights and obligations of the parties with respect to relocation and restoration of the Easement Premises:

(a) In the event any alteration, expansion, upgrade, relocation or other change in Grantor's Operations interferes or conflicts with Grantee's use of the Easement Premises hereunder, Grantor shall notify Grantee in writing of such proposed change and the conflict posed by this Easement or the presence of the Facilities on the Easement Premises. Such notice shall contain Grantor's estimate of the additional costs Grantor will incur if the proposed change in Grantor's Operations must be altered to avoid or minimize any conflict or interference with Grantee's use of the Easement Premises. Within ten (10) days after receipt of such notice, Grantee shall notify Grantor in writing of its election to (i) make such changes in the Facilities, at Grantee's cost, as in the judgment of Grantor may be required to avoid or minimize any conflict or interference with the proposed change in Grantor's Operations, including without limitation the relocation of the Easement Premises and the Facilities to another location owned by and designated by Grantor, or (ii) reimburse Grantor for all additional costs incurred by Grantor in altering the proposed change in Grantor's Operations to avoid or minimize such conflict or interference. In the event Grantee fails to notify Grantor in writing of such election within such ten (10) day period, Grantee shall be conclusively deemed to have elected to reimburse Grantor for its additional costs as provided in clause (ii) hereinabove. In the event Grantee elects to make all changes to the Easement Premises and/or the Facilities, including relocation to another location designated by Grantor, required to avoid conflict with the proposed change in Grantor's Operations, Grantee, at its sole cost and in accordance with all applicable terms and conditions of this Easement, shall promptly take all steps necessary to complete such changes and relocation within a reasonable time but in no event later than sixty (60) days after the date of such election. In the event Grantee elects to reimburse Grantor for the

additional costs to be incurred by Grantor, Grantee shall make such payment within thirty (30) days after Grantor's demand therefor.

(b) Grantee agrees that, within thirty (30) days after the termination of this Easement for any reason, Grantee shall, at its sole cost and expense and only if directed to do so by Grantor in Grantor's sole discretion, remove all of the Facilities from Grantor's Property and restore and repair Grantor's Property to the condition existing prior to the installation of the Facilities. In the event Grantee fails to so remove the Facilities and restore and repair Grantor's Property, Grantor may elect to do so at Grantee's sole cost and expense, and, in such event, Grantor may dispose of the Facilities without any duty to account to Grantee therefor. Grantee shall pay all costs and expenses incurred by Grantor in removing the Facilities, including any storage costs, and any costs incurred by Grantor in restoring and repairing Grantor's Property. Any facilities and equipment that Grantee fails to remove from Grantor's Property within thirty (30) days after the termination of this Easement shall be conclusively deemed to have been abandoned by Grantee and shall become the sole property of Grantor, without liability or obligation to account to Grantee therefor.

7. Condition of Grantor's Property. Grantee has examined the Easement Premises and knows its condition. Grantee hereby accepts the condition of the Easement Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS**. No representations as to the condition, repair or compliance thereof with any laws, and no agreements to make any alterations, repairs or improvements in or about the Easement Premises have been made by or on behalf of Grantor. By accepting possession of the Easement Premises, Grantee shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Easement Premises.

8. Conditions Governing Construction, Repair, Maintenance and Other Work.

(a) All work performed by Grantee pursuant to this Easement, including without limitation all work related to the installation, alteration, maintenance (excluding only routine maintenance), repair, relocation, replacement or removal of the Easement and the Facilities, shall be performed in accordance with plans and specifications approved in writing by Grantor prior to the commencement of such work. Grantor shall review and approve any amendments, additions or other changes to such approved plans and specifications, prior to the performance of any work identified therein. Grantor shall have the right (but not the obligation) to supervise Grantee's performance of any such work at the Easement Premises (or any component thereof) and, in the event that Grantor so elects, Grantee shall reimburse Grantor for any and all costs of such supervision, together with a charge for Grantor's overhead, as determined by Grantor.

(b) Prior to the performance of any work, Grantee shall (i) obtain all applicable permits, approvals and authorizations required from any federal, state or local governmental authorities and furnish Grantor with satisfactory evidence that all such approvals have been obtained and (ii) furnish Grantor with certificates of insurance for each contractor and subcontractor evidencing such contractor's or subcontractor's compliance with the requirements of Section 11 hereof.

(c) Except for emergency repairs affecting the health and safety of the public, Grantee shall provide Grantor with not less than thirty (30) days advance notice of any work (including routine maintenance) so that Grantor may take such protective actions as Grantor deems necessary to ensure the safety and reliability of Grantor's facilities in the area of Grantee's proposed work. Grantee shall postpone the commencement of its work until such time as Grantor has completed any and all such protective work. Any cost and expense of such protective work shall be borne by Grantee and paid by Grantee within thirty (30) days after receipt of a bill therefor.



(d) Grantee hereby agrees that, in the event that Grantee (or any employee, agent, representative, contractor, licensee, invitee or guest of Grantee) performs any grading, leveling, digging or other work of any kind on the Grantor's Property (to the extent expressly permitted under the terms of this Easement) and damages any improvements, fixtures, facilities, equipment, or other property located (now or in the future) at Grantor's Property, then Grantee will either (at Grantor's sole election), (x) promptly cause any such improvements, fixtures, facilities, equipment or other property to be repaired and restored to the same or better condition as the same were in immediately prior to such damage or destruction, or (y) promptly pay Grantor the amount which Grantor estimates (as set forth in a written notice from Grantor to Grantee) will cover the cost and expense of repairing and restoring such damage or destruction. Prior to performing any such grading, leveling, digging or excavation work on the Easement Premises (which work shall be subject to Grantor's prior written approval), Grantee will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Easement Premises are located in the City of Chicago, or in the event the Easement Premises are located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction where the Easement Premises are located, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Easement Premises.

(e) Except for emergency repairs affecting the health and safety of the public, which emergency repairs should be called in within the first 8-hours of entering Grantor's Property and confirmed by Grantor, Grantee shall (in addition to the notice required under subparagraph (c) above) notify Grantor's at telephone number (800) Edison1, at least forty-eight (48) hours in advance of entering Grantor's Property for the performance of any work (including routine maintenance). The timing and scheduling of such work shall be subject to Grantor's prior approval. In the event Grantee is required to perform any emergency repair work affecting the health and safety of the public, Grantee shall notify Grantor in writing of such repair work within forty-eight (48) hours after the performance of such repairs.

(f) Grantee hereby acknowledges that the Easement Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Easement Premises. Grantee agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Easement Premises, and provide the proper protection required by such persons or entities, in connection with Grantee's use and occupancy of the Easement Premises. Grantee further agrees to furnish Grantor copies of the correspondence between the any such persons or entities and Grantee. Grantee agrees that this requirement shall apply to any installations currently located on, above or below the Easement Premises and any and all future installations on, above or below the Easement Premises.

(g) Grantor may withhold its approval to the performance of any work hereunder whenever any of the following conditions exist: (i) Grantee is in default under this Easement, (ii) the performance of such work and the use and occupancy of Grantor's Property contemplated by such work in Grantor's judgment will interfere with Grantor's Operations or any other then existing uses of Grantor's Property, or (iii) Grantor and Grantee have failed to enter into such supplemental agreements as Grantor deems necessary or advisable regarding the performance of such work. Grantor retains the right to suspend or stop all such work if in Grantor's sole judgment the ongoing performance of such work endangers Grantor's facilities or threatens to interfere with Grantor's Operations, and Grantor shall incur no liability for any additional cost or expense incurred by Grantee or any third parties in connection with such work stoppage.

(h) All work shall be performed in a good and workmanlike manner and in accordance with all applicable laws, statutes, building codes and regulations of applicable governmental authorities. Without limiting the generality of the foregoing, Grantee shall cause all work and the placement of the

Easement Premises and the Facilities to meet the applicable requirements of 83 Ill. Admin. Code Part 305, as amended from time to time, and shall cause all workers performing any work on behalf of Grantee, its contractors and subcontractors, to be equipped for and conform to OSHA safety regulations. Upon completion of the work, Grantee shall (i) provide waivers of liens from each contractor and such other evidence of lien-free completion of the work as Landlord may require and (ii) restore all adjacent and other affected areas of Grantor's Property to their original condition preceding the commencement of such work.

(i) Grantee shall promptly notify Grantor of any damage caused to Grantor's facilities arising out of or related to the performance of such work, including without limitation damage to crops, fences, pasture land or livestock, landscaping and the like and Grantee will reimburse Grantor on demand for the cost of any such repairs and other expenses incurred by Grantor as a result of such damage. The formula described in Section 15(b) shall be used to determine the amount due Grantor as reimbursement for the cost of such repairs. No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas) having a height which exceeds the maximum allowable height under applicable OSHA height standards in effect from time to time, shall be driven, moved or transported on the Easement Premises without Grantor's prior written consent.

(j) There shall be no impairment of any natural or installed drainage facilities occasioned by any work related to the Easement Premises and/or the Facilities and Grantee at its cost shall repair and replace all drainage tiles damaged or destroyed during the performance of such work.

(k) The following additional specific requirements shall apply to the performance of the work related to the Easement Premises and/or the Facilities:

(i) Grantee agrees that the Facilities will be installed in strict conformity with the plans attached hereto as Exhibit B.

(ii) Should any proposed changes to the Easement Premises and/or the Facilities be required, either before or after installation, Grantee, or its successors, shall first submit such changes to Grantor, in the form of revised plans for Grantor's review and approval.

(iii) Where the Facilities cross Grantor's fiber optic cable (TBON), Grantor may require that split plastic duct shall be installed and secured around Grantor's underground fiber optic cables in order to protect the fiber optic cable from any damage during any backfilling operation, all of which shall be performed at Grantee's sole cost and expense.

(v) Grantee agrees, upon completion of the installation of the Facilities, Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of Grantor's Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from Grantor's Property that has been displaced by the placement of the Facilities. At Grantor's sole election, Grantor may permit Grantee to evenly spread any portion of the remaining topsoil over the Easement Premises so long as Grantee shall not cause or permit the existing ground grade on the Easement Premises to be increased or decreased above or below the existing grade level of the Easement Premises as of the date hereof.

(vi) Grantee agrees that all of Grantor's Property as affected by the construction of the Facilities shall be leveled, dressed and the area re-seeded using grass over and along Grantee's entire construction project site, except for those areas that are either tenant occupied for agricultural purposes and/or those areas that involve in wetland construction, where governmental wetland restoration requirements shall take precedence. Grantee shall manage the re-seeding process until a firm grass

growth has been established on Grantor's Property. Grantee agrees to leave Grantor's Property in a neat, clean and orderly condition and to the satisfaction of Grantor, including, but not limited to, the re-seeding of Grantor's Property as required.

(vii) Grantee covenants and agrees that, in the event that Grantee installs (or is required (by Grantor or otherwise) to install) any fencing and/or gates in connection with Grantee's work at the Easement Premises (or its use or occupancy of the Easement Premises), Grantee will install, maintain and operate such fences and/or gates in strict compliance with any and all fencing and locking rules, regulations and guidelines which Grantor may deliver to Grantee from time to time.

(viii) Grantee acknowledges and confirms that, in connection with Grantor's review and/or approval of the plans and specifications for Grantee's work at the Easement Premises (as provided in Subsection 8(a) above), Grantor may require that barricades ("Barricades") be installed on the Easement Premises in order to protect Grantor's Operations and/or other equipment, improvements and facilities of Grantor and other users and occupants of the Easement Premises. Any such Barricades shall be installed either (at Grantor's sole option): (i) by Grantee, at Grantee's sole cost and expense, in a manner satisfactory to Grantor, or (ii) by Grantor, in which event Grantee shall pay to Grantor, prior to such installation, Grantor's reasonable estimate of the cost of such installation of the Barricades.

9. Covenants of Grantee. Grantee hereby covenants and agrees as follows (which covenants shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) Grantee shall obtain and maintain all rights, licenses, consents and approvals required from any governmental authorities or third parties with respect to the installation, use or operation of the Easement Premises and/or the Facilities on Grantor's Property and, at Grantor's request, Grantee shall provide Grantor with evidence thereof. Grantee shall cause the Easement Premises and the Facilities to be maintained at all times in good repair and in accordance with all requirements of applicable law, and Grantee shall not permit any nuisances or other unsafe or hazardous conditions to exist in, on or under Grantor's Property in connection with the Easement Premises and/or the Facilities or Grantee's use or occupancy of Grantor's Property. In the event Grantee fails to fully and faithfully perform all such repair and maintenance obligations, Grantor shall have right (but not the obligation) after thirty (30) days' written notice to Grantee, to cause such repairs and maintenance to be performed and charge the cost thereof to Grantor. In the event Grantor elects to perform such repair and maintenance, the amount due Grantor from Grantee as reimbursement shall be determined using the formula described in Section 15(b) hereof.

(b) Grantee shall install the Facilities and use and occupy the Easement Premises in a manner that avoids any interference with Grantor's Operations. Within fifteen (15) days after Grantor's demand therefor, Grantee shall reimburse Grantor for all costs incurred by Grantor as a result of injury or damage to persons, property or business, including without limitation the cost of repairing any damage to Grantor's equipment or facilities or costs arising from electrical outages, caused by the use and occupancy of the Easement Premises by Grantee, its representatives, employees, agents, contractors, subcontractors and invitees.

(c) Grantee hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Easement Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Grantee or its employees, agents, consultants, representatives, contractors, subcontractors or materialmen, or otherwise. In the event any such lien or claim for lien is filed, Grantee will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days

after notice from Grantor, Grantor, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Grantee that Grantor shall have no duty to investigate the validity thereof), and Grantee shall promptly upon notice thereof reimburse Grantor for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Grantor in connection with such lien or claim of lien. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all liens or claims for lien arising out of or in any way connected with Grantee's use and occupancy of the Easement Premises.

(d) In addition to, and not in lieu of, the other payments which Grantee is required to make under this Easement, Grantee shall pay the following amounts to Grantor in respect of real estate taxes and assessments, in each case no later than thirty (30) days after Grantor's written demand therefor:

(i) All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Grantee at the Easement Premises for all periods during which this Easement is in effect, plus

(ii) Any increase in the real estate taxes and other assessments payable with respect to the Easement Premises (or any tax parcel of which the Easement Premises is a part) which is allocable to this Easement, Grantee's use or occupancy of the Easement Premises, or any improvements, structures or fixtures constructed, installed or placed by Grantee at the Easement Premises (but without duplication of any amount payable pursuant to clause (a) above), for all periods during which this Easement is in effect.

For purposes of this Easement real estate taxes or assessments "for" or "with respect to" any particular period (or portion thereof) shall mean the real estate taxes or assessments which accrue with respect to such period, irrespective of the fact that such taxes or assessments may be due and payable within a different period.

[TO BE USED IF GRANTEE IS A MUNICIPALITY OR OTHER TAX EXEMPT ENTITY:

Grantee hereby covenants and agrees that Grantee shall, no later than the "Tax Exemption Date" (as hereinafter defined), at Grantee's sole cost and expense, execute and deliver all documents, instruments petitions and applications, and take all other actions which may be necessary and/or appropriate, in order to cause the Easement Premises to be exempted from the payment of real estate taxes, to the extent that it is possible, under applicable law. In the event that Grantee is successful in obtaining any such real estate tax exemption for the Easement Premises, then Grantee shall thereafter cause such real estate tax exemption to be continued for each tax year (or portion thereof) during which this Easement is in effect (and Grantee shall execute such documents, instruments, petitions and applications, and take such other actions which may be necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Grantee is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Easement Premises, then Grantee shall thereafter use commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and shall, from time to time if Grantor so requests, take such actions as may be necessary to apply for such exemption (or continuation). For purposes hereof, the term "Tax Exemption Date" shall mean the date that is the earlier of: (i) sixty (60) days after the date of this Easement, or (ii) the deadline for submitting a real estate tax exemption petition or application for the real estate taxes for the year in which this Easement is executed and delivered.]

(e) Grantee shall notify Grantor in writing within thirty (30) days after the date Grantee ceases to use the Easement Premises and/or the Facilities and shall provide Grantor with a properly executed release of this Easement.

10. General Indemnity. To the maximum extent permitted under applicable law, Grantee agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor and Exelon Corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "Indemnified Parties") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "Losses"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "Claims"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns ("Grantee Parties") at, on or about Grantor's Property, and/or (ii) any breach or violation of this Easement on the part of Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Indemnified Parties shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

11. Waiver. Any entry onto Grantor's Property by Grantee Parties shall be at such parties' sole risk, and Grantor makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding Grantor's Property or the condition of Grantor's Property (including, without limitation, the environmental condition thereof). To the fullest extent permitted under applicable law, each of Grantee Parties hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever release the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by such Grantee Parties in connection with any entry onto Grantor's Property pursuant to this Easement. This Section will survive termination of this Easement.

12. Insurance.

Grantee agrees to require its contractors, before commencing any work on the Easement Premises to purchase and maintain, or at the option of Grantee to itself purchase and maintain, at the cost of Grantee or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Grantor as follows:

COVERAGE #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, –and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence

COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (04 13)) covering all contractors, subcontractors and all their subcontractors with limits not less than Five

Million dollars (\$5,000,000.00) per occurrence covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date the work is accepted. Grantor shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

### COVERAGE #3

Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

Policies covering contractors may substitute lower limits for any of the policies listed above, provided that Contractors maintains an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars (\$5,000,000) per occurrence for general liability and one million dollars (\$1,000,000) for automobile liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

Grantee may substitute lower limits for any of the policies listed above, provided that Grantee maintains an umbrella or excess liability policy or policies which provide a total minimum limit of \$5,000,000.00 per occurrence for general liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

If any work on the Easement Premises involves or includes Contractor handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Grantee and/or contractors shall purchase and maintain pollution legal liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Leased Premises. Coverage shall be maintained in an amount of at least two million dollars (\$2,000,000) per loss and aggregate. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. Grantor shall be included as an additional insured and the policy shall be primary with respect to Grantor as the additional insured.

There shall be furnished to Grantor, prior to commencing the work above described a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1, #2, and #3 of this paragraph and shall be delivered to Grantor upon written request. Insurance coverage as required herein shall be kept in force until all work has been completed. Grantee will provide proof the coverages afforded under the

policies will not be canceled or materially changed until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Exelon.

Grantee shall provide evidence of the required insurance coverage under Coverage #2 and #3, which shall be delivered to Grantor upon execution of this document. The insurance under Coverage #2 and #3 shall be kept in force through the term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Grantee may, at its discretion, obtain.

Insurance coverage provided by Grantee and its contractors shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by Grantor; any endorsement limiting coverage available to Grantor which is otherwise required by this Article; and any policy or endorsement language that (i) negates coverage to Grantor for Grantor's own negligence, (ii) limits the duty to defend Grantor under the policy, (iii) provides coverage to Grantor only if Grantee or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured, or (v) limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

- (1) Be primary and non-contributory to any other insurance carried by Grantor
- (2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and
- (3) Provide for a waiver of all rights of subrogation which Grantee's, or its Contractors' insurance carrier might exercise against Grantor; and
- (4) Any Excess or Umbrella liability coverage will not require contribution before it will apply

Grantor hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of policies as may be required from Grantee and/or its contractors.

#### WAIVER OF SUBROGATION

Grantee and its contractors shall waive all rights of subrogation against Grantor under those policies procured in accordance with this Easement.

a.

#### 13. Environmental Protection.

(a) Grantee covenants and agrees that Grantee shall conduct its operations on the Easement Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further

covenants that neither Grantee, nor any of Grantee Parties, shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Substances (as hereinafter defined) in, on, under or from the Easement Premises. Without limiting any other indemnification obligations of Grantee contained herein, Grantee hereby agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied, assessed or asserted by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Substances used, brought upon, transported, stored, kept, discharged, spilled or released by any Grantee Parties or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Easement Premises. For purposes of this Easement, the term "Hazardous Substances" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Substances, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute, ordinance or common law pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

(b) If there are wetlands on the Easement Premises, or if wetlands should develop on the Easement Premises during the term of this Easement, Grantee shall strictly comply with and observe all applicable Environmental Laws. At Grantor's request, Grantee, at its cost, shall furnish Grantor with a survey of the Easement Premises delineating any wetland areas located on the Easement Premises. Under no circumstances shall Grantee change the physical characteristics of any wetland areas located on the Easement Premises or any adjoining land or place any fill material on any portion of the Easement Premises or adjoining land, without in each instance obtaining Grantor's prior written consent (which may be granted or withheld in Grantor's sole discretion), and only then in compliance with applicable Environmental Laws.

(c) Grantee shall provide Grantor with prompt written notice upon Grantee's obtaining knowledge of any potential or known release or threat of release of any Hazardous Substances affecting the Easement Premises.

(d) This Section shall survive the expiration or other termination of the Easement.

14. Defaults. The occurrence of any of the following shall constitute an event of default ("Event of Default") under this Easement:

(a) Grantee shall fail to pay when due any amount payable to Grantee hereunder and such failure continues for a period of ten (10) days after notice thereof from Grantor; or



(b) Grantee shall breach or violate any of its duties or obligations set forth in Section 9(c) or Section 12 of this Easement; or

(c) Grantee shall at any time be in default in any other covenants and conditions of this Easement to be kept, observed and performed by Grantee and such default continue for more than thirty (30) days (or such shorter time period as may specifically set forth in this Easement) after notice from Grantor; or

(d) A receiver, assignee or trustee shall be appointed for Grantee or if the Grantee shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Grantee; or

(e) Grant shall fail to complete construction of the Facilities on or before 12 months after the date of this Easement or shall fail to operate or maintain the Facilities for a period of twelve (12) consecutive months.

15. Remedies. Upon the occurrence of an Event of Default, Grantor may exercise any one or more of the following remedies (which remedies shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) terminate this Easement and all rights and privileges of Grantee under this Easement by written notice to Grantee; or

(b) take any and all corrective actions Grantor deems necessary or appropriate to cure such default and charge the cost thereof to Grantee, together with (i) interest thereon at the rate of nine (9%) percent and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred by Grantor in administering such cure, such payment to be made by Grantee upon Grantor's presentment of demand therefor; or

(c) any other remedy available at law or in equity to Grantor, including without limitation specific performance of Grantee's obligations hereunder. Grantee shall be liable for and shall reimburse Grantor upon demand for all reasonable attorney's fees and costs incurred by Grantor in enforcing Grantee's obligations under this Easement, whether or not Grantor files legal proceedings in connection therewith. No delay or omission of Grantor to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Easement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance of payment by Grantor of any of the fees or charges set forth in this Easement shall not constitute a waiver of any breach or violation of the terms or conditions of this Easement.

16. Notices. Whenever notice is required to be given pursuant to this Easement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Grantor:

Commonwealth Edison Company  
P.O. Box 767  
Chicago, Illinois 60690-0767  
Attn: Director of Real Estate Services

with a copy to:

Exelon Business Services Company  
Law Department  
P.O. Box 805379  
Chicago, Illinois 60680-5379  
Attn: Assistant General Counsel – Real Estate

If to Grantee:

United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville IL 60560  
Attn: \_\_\_\_\_

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

17. No Assignment by Grantee. This Easement and the rights and obligations of the parties hereto shall be binding upon and inure to the benefit of the parties and their respective successors, personal representatives and assigns and the owners of Grantee's Property and Grantor's Property, from time to time; provided, however, that Grantee shall have no right to assign all or any portion of its right, title, interest or obligation in this Easement or under this Easement without the prior written consent of Grantor, which consent may be granted or withheld by Grantor in its sole and exclusive discretion. Any attempt by Grantee to assign all or any portion of its interest hereunder in violation of the foregoing shall be void and of no force and effect. The terms "Grantor" and "Grantee" as used herein are intended to include the parties and their respective legal representatives, successors and assigns (as to Grantee such assigns being limited to its permitted assigns), and the owners of Grantor's Property and Grantee's Property, from time to time. For purposes of this Easement, any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Grantee shall constitute an assignment of this Easement, and shall be subject to the terms and provisions of this Section 17. For purposes hereof, a "controlling" interest in Grantee shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Grantee, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Grantee, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

18. Entire Agreement. This Easement, the exhibits and addenda, if any, contain the entire agreement between Grantor and Grantee regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

19. Transfer by Grantor. Upon any transfer or conveyance of the Easement Premises by Grantor, the transferor shall be released from any liability under this Easement, and the transferee shall be bound by and deemed to have assumed the obligations of Grantor arising after the date of such transfer or conveyance.

20. No Oral Change. This Easement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

21. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

22. Governing Law, Venue. The terms and provisions of this Easement shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Easement (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

23. Time is of the Essence. Time is of the essence of each and every provision of this Easement.

24. Severability. In the event that any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this Easement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as applied to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this Easement. In the event any provision of this Easement is held to be invalid, illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefor to restore this Easement to its original intent and effect.

25. No Reinstatement. No receipt of money by Grantor from Grantee, after the expiration or termination of this Easement shall renew, reinstate, continue or extend the term of this Easement.

26. Non-Affiliated. By signing this Easement, Grantee affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, and their respective parents, subsidiaries and affiliates, nor has any affiliated interest in the Commonwealth Edison Company or Exelon Corporation, and their respective parents, subsidiaries and affiliates.

27. Counterparts. This Easement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

28. No Assessment. By signing this Easement Grantee agrees that Grantor or its public utility successor shall not be assessed for any improvements to be constructed pursuant hereto as a local improvement project or otherwise charged for the cost of such improvements.

29. No Third Party Beneficiaries. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement nor any of the rights and privileges conferred herein.

30. Illinois Commerce Commission Approval. Grantor and Grantee acknowledge that Grantor is a public utility regulated by the Illinois Commerce Commission ("Commission") and other governmental authorities, and this Easement and the obligations of the parties hereto are subject to all legal requirements applicable to Grantor as a public utility. Although it is not expected that the Commission's or other governmental authority's approval will be required for this Easement, the rights and obligations of the parties hereunder are conditioned upon the Commission's and any other applicable governmental authority's approval of this Easement, under any circumstances in which such approval is required. It is further agreed and understood that this Easement may be terminated by Grantor immediately at any time in the event that Grantor is required to do so by the Commission or some other governmental authority.

31. Labor Relations. Neither Grantee nor any of Grantee's authorized agents shall, at any time, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Easement Premises, or permit any materials to be delivered to or used in the Easement Premises, if, in Grantor's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of Grantor's Property (or any other property) by Grantor, Grantee or others, or the use and enjoyment of Grantor's Property by Grantor or other lessees or occupants of Grantor's Property. In the event of such interference or conflict, upon Grantor's request, Grantee shall cause all contractors, mechanics or laborers causing such interference or conflict to leave Grantor's Property immediately.

32. Independent System Operator. In the event responsibility for management or operation of all or any portion of Grantor's electrical transmission facilities located in or on the Grantor's Property is transferred or assigned by Grantor to an independent system operator ("ISO") or another third party, then Grantee agrees to recognize the right of such ISO or third party to exercise all or any part of Grantor's rights under this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their proper officers thereunto duly authorized as of the day and year first hereinabove written.

**COMMONWEALTH EDISON COMPANY**

By: \_\_\_\_\_  
Shemeka Wesby

Director of Real Estate and Environmental Services

**UNITED CITY OF YORKVILLE**

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

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

Title: \_\_\_\_\_

**SCHEDULE OF EXHIBITS**

- A Legal description of Grantor's Property
- B Easement Premises- Plat of Survey
- C Plans
- D Additional Requirements



**EXHIBIT A TO EASEMENT AGREEMENT**

**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

**SE OF SECTION 07, TOWNSHIP 37 NORTH , RANGE 07 OF THE 3rd PM  
BRISTOL TWN, KENDALL COUNTY**

***PIN/TAX ID NUMBER: 02-07-400-001***

**EXHIBIT B TO EASEMENT AGREEMENT**

**EASEMENT PREMISES**

See attached.



EXHIBIT C

PLANS

## EXHIBIT D

### ADDITIONAL REQUIREMENTS

1. Engineering review was completed using plans titled “IMPROVEMENT PLANS FOR ELDAMAIN WATER MAIN LOOP” as depicted in the attached. If the final design deviates from these plans, revised plans must be sent to Grantor Engineering for review and comments before any work is performed.
2. A Grantor T&S individual will be provided as a single point of contact during the duration of the construction period. Please contact Tina Kowalczyk 1+224-244-1826 a minimum of 48 hours prior to the start and upon completion of the project.
3. The Grantee is advised that venting of pipe contents is not permitted under the existing Grantor overhead transmission facilities. The Grantee shall contact the Overhead Transmission Engineering department if the above note cannot be adhered to.
4. The Grantee is advised that no blowoff valves, manholes, or other underground structures may be installed on Grantor property.
5. Subsurface utility installations and excavations shall be a minimum of fifteen (15) feet away from any transmission structure.
6. No material or equipment should enter into the above mentioned fifteen (15) foot buffer area around each structure.
7. The Grantee and/or its contractor are advised that if heavy snow, rains and/or a large amount of water enters the excavation site and/or pooling occurs within the excavation site, The Grantee and/or its contractor must immediately backfill the excavation area and the Overhead Transmission engineering department must be contacted for further instructions.
8. The petitioner and/or its contractor must place barriers if the excavated area must remain open overnight.
9. The Grantee and/or its contractor cannot place obstructions on Grantor property that will restrict our ability to access, operate and maintain existing and future transmission and distribution facilities.
10. The Grantee and/or its contractor cannot leave construction equipment and materials on Grantor Property when there is no work activity.
11. The Grantee’s equipment cannot exceed fourteen (14) feet in height on the Grantor Transmission ROW during mobilization or travel.
12. The Grantee and/or its contractor may not place excavated spoil within the 15-foot restriction zone around structures at any time. Spoil piles must be no taller than 5’. Under no circumstances may any vehicle drive on top of spoils.
13. The Grantee and/or its contractor cannot change grade on the subject property and must ensure that the existing drainage is not affected and water does not pool on Grantor property or adjacent properties.
14. The Grantee’s facilities on ComEd’s property should be designed for HS20 axle loading per AASHTO highway specifications in order to withstand Grantor construction traffic.

The Grantee must be made aware that Grantor does use heavy equipment and cannot be responsible for any damage to the Grantee's facilities that may occur due to Grantor's right to access our property to operate and maintain new and existing transmission and distribution facilities.

15. The Grantee is responsible for its own research and implementation, if necessary, of cathodic protection and grounding of the proposed facilities at the sole cost of the petitioner.
16. When working in the vicinity of Grantor's electric transmission lines during the installation, Grantor requires a minimum of fifteen (15) feet working clearance distance must be maintained between the booms, arms or other parts that can be raised on the equipment utilized by the petitioner and/or its contractor and Grantor's existing 138,000 volt electric transmission conductors, and a minimum of twenty (20) feet working clearance distance must be maintained between the booms, arms or other parts that can be raised on the equipment utilized by the petitioner and/or its contractor and ComEd's existing 345,000 volt electric transmission conductors. There are also 765kV circuits present at the western location along Eldamain Rd, which require a minimum of forty-five (45) feet working clearance distance must be maintained between the booms, arms or other parts that can be raised on the equipment utilized by the petitioner and/or its contractor and ComEd's existing 765,000 volt electric transmission conductors. **Under no circumstances should truck beds be raised underneath Grantor transmission lines. This note should be added to any construction drawings.**
17. Any damage to Grantor's equipment caused by the petitioner and/or its contractor will be repaired at the Grantee's expense.
18. If the Grantee and/or its contractor determines a line outage will be required to safely work within the vicinity of the existing Overhead Transmission facilities a minimum of a 16-week prior notification will be required. The outage dates cannot be guaranteed due to system concerns and/or weather conditions. The petitioner is responsible for any costs associated with outages and their coordination. Outages on the overhead transmission facilities will not be permitted between the months of May 15 and September 15.
19. Upon completion of the project, the petitioner must remove any equipment, construction debris and material from the right-of-way and restore any other disturbed areas of the right-of-way to their pre-construction condition.

#### Environmental

**Note: The items in red must be submitted to GRANTOR for review and approval as indicated. Grantee is responsible for all costs** associated with any of the noted requirements (consulting, permitting, clean-up, sampling, audit, restoration, etc.).

#### Easement Requirements

1. The property may only be used for the stated purposes of the installation of a 16-inch watermain, as submitted in the plans entitled, *IMPROVEMENT PLANS FOR ELDAMAIN WATER MAIN LOOP*, dated 06/27/2024. **Any revision to the request must be submitted to Grantor for review and approval. Grantee must submit a formal request to Grantor Real Estate and obtain written approval from Grantor for any other proposed uses of Grantor property.**
2. **Grantee shall provide a KMZ file of the newly installed water main on Grantor -owned property.**

3. Grantee will be held responsible for future maintenance of the water main. This includes keeping the ROW free of garbage, debris, and any third-party dumping. If third-party dumping occurs on or around the easement area, Grantee must notify Grantor immediately or be held responsible for cleanup of any illegally dumped materials.
4. Without prior authorization from Grantor, Grantee is not permitted to develop the unpaved areas or change the grade of the subject property in any ways other than what was submitted in this request. This includes activities of adding gravel or other fill-in activities to the surface of Grantor property.
5. No hazardous materials, including petroleum products, may be stored, used, or transferred on Grantor property.
6. All leaks, spills, overflows, or similar will be immediately addressed by Grantee at their expense.
7. In the event of a leak/spill on Grantor property, Grantee must notify Grantor within 24 hours and provide a written report within 5 business days.
8. Grantee is responsible for the maintenance of any onsite stormwater management system at the subject property and will be held responsible for any adverse drainage issues that arise for the duration of the easement. Inlet filters must be placed on all storm sewer manholes on Grantor property and must be properly maintained throughout the course of construction.

### **Construction Project Requirements**

9. All construction equipment must be free of leaks, and any leaks of oils or chemicals that occur must be cleaned up immediately and reported to the appropriate agencies as needed.
10. Daily equipment inspections must be conducted to verify proper working condition before equipment use on Grantor property. Written records of equipment inspections must be available to Grantor upon request.
11. No demolition or equipment staging is permitted on Grantor-owned property during construction activities other than what has been approved by Grantor for the temporary easement request.
12. Concrete washout activities are prohibited on Grantor property.
13. Vehicle and equipment fueling is prohibited on Grantor property.
14. A spill kit of appropriate size must be present and accessible at all times during construction activities on Grantor property.
15. In the event that drain tiles are damaged, Grantee shall repair or replace, as appropriate, the damaged drain tiles and accept responsibility for any adverse drainage issues and related damages that may arise.
16. Grantor must provide written authorization for the discharge from excavation dewatering activities on Grantor property. If approved, dewatering activities must be conducted in accordance with Illinois Urban Manual (IUM) guidelines.
17. A frac-out containment plan/inadvertent return plan must be submitted for HDD activities.

### **Excavation, Spoils, and Materials**

18. If the project requires removal of soil or waste from Grantor property, this must be removed by a Grantor Environmental Contractor of Choice (ECOC) and taken to a Grantor approved landfill. It is prohibited to dispose of any like material at a Clean Construction or Demolition Debris (CCDD) landfill.
19. Hydrovac spoils are not permitted to be reused on Grantor property and must be disposed in accordance with the above requirement.
20. Grading of excess soil is prohibited on Grantor property.
21. If the project requires additional soil and gravel, only certified "clean" fill shall be used. The source of the clean fill must be approved by ESD. For approval, the following conditions must be met.
  - a. A certificate of virgin material must be obtained from the source of any aggregate material.

- b. Soils must be certified clean by the source and/or analyzed every 500 cubic yards for total concentrations of the comprehensive suite of parameters listed in Title 35 Illinois Administrative Code (35 IAC) Part 740, Site Remediation Program (SRP) Appendix A, Target Compound List (TCL), and verified to meet the Illinois Environmental Protection Agency's (IEPA's) Clean Construction or Demolition Debris Fill Operations and Uncontaminated Soil Fill Operations standards (35 IAC Part 1100), Maximum Allowable Concentrations (MACs).
- 22. Stratification of soil horizons is required for all excavation and backfilling activities.
- 23. All soil must be managed in accordance with IUM guidelines.
- 24. No construction debris, soil, fill material, or spoils may be stored on Grantor property.
- 25. Environmental sampling is not permitted on Grantor property without written approval and guidance by Grantor.

#### **Wetlands Requirements**

- 26. Grantee must follow all federal, state, and local wetlands requirements, including United States Army Corps of Engineers (USACE) and Kendall County regulations and guidelines, as applicable.

#### **Environmental Regulations and Permits**

- 27. All applicable regulations must be followed, including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control (SESC) Plan to minimize sediment pollution in stormwater runoff, as well as any other required practices. If the plans change, a revision must be sent to ESD.
- 28. All applicable environmental permits must be obtained, including Wetlands and National Pollutant Discharge Elimination System (NPDES) stormwater permits as required under the Clean Water Act, as well as any other applicable environmental permits.
- 29. **Grantee must submit copies of all required environmental permits to Grantor prior to project start, including Illinois Environmental Protection Agency (IEPA) Permit LPC-662, an IEPA Water Permit, an IEPA National Pollutant Discharge Elimination System (NPDES) ILR10 Construction Permit, and Rob Roy Drainage District Plan Approval.**
- 30. Grantee must follow all applicable environmental laws and regulations including those not specifically mentioned herein.
- 31. Requirements of all permits must be followed which could include site monitoring, reporting, and restoration extending well beyond the construction time period.

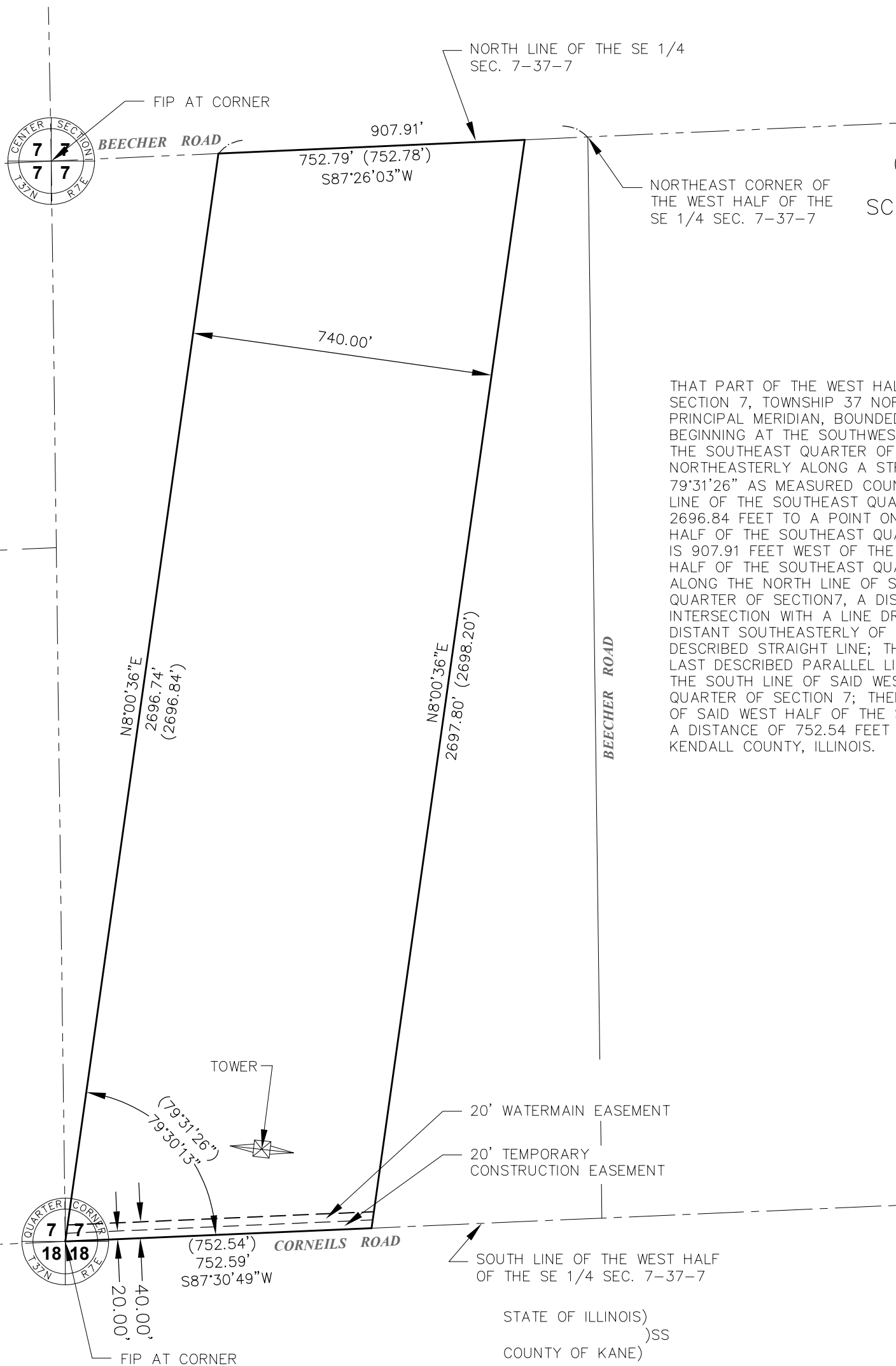
#### **Condition of Property**

- 32. Grantee must provide documentation of current property conditions before the project is started (e.g. Phase I, topographic maps, surveys, photographs).
- 33. Any damage caused to ComEd's property by Grantee must be repaired immediately at the Grantee's expense.
- 34. Grantee must provide full restoration of Grantor property when the project is complete, including seeding as necessary.
- 35. **Grantee must provide documentation (including photographs) of the property after project completion, including an As-Built survey.**

**Should Grantor request additional information in the future, Grantee must be prepared to provide the following materials to Grantor (please reference SR 6532041 in any communications with ComEd):**

- 36. A letter that summarizes the results of their analysis of what types of environmental permits, plans, and controls are required (e.g., wetlands, SWPPP, SESC, endangered species impacts, etc.).
- 37. A copy of the environmental permit applications for the project.
- 38. A copy of any environmental reports required by the permits.
- 39. Copies of certificates of clean fill.
- 40. Inspection records.

# PLAT OF SURVEY



STATE OF ILLINOIS)  
COUNTY OF KANE)

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES INC., HAVE PERFORMED A BOUNDARY SURVEY OF THE PROPERTY DESCRIBED IN THE ABOVE LEGAL DESCRIPTION, AS SHOWN BY THE ANNEXED PLAT. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. FIELD WORK PERFORMED APRIL 2023

GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS, THIS DAY OF , 202 .

BY: MARK G. SCHELLER  
PROFESSIONAL LAND SURVEYOR #3581  
(EXPIRES 11-30-24)

ENGINEERING ENTERPRISES, INC.  
PROFESSIONAL DESIGN FIRM #184-002003  
(EXPIRES 04-30-25)



PROJECT NO: Y02319  
FILE NO: Y02319-COMED PLAT



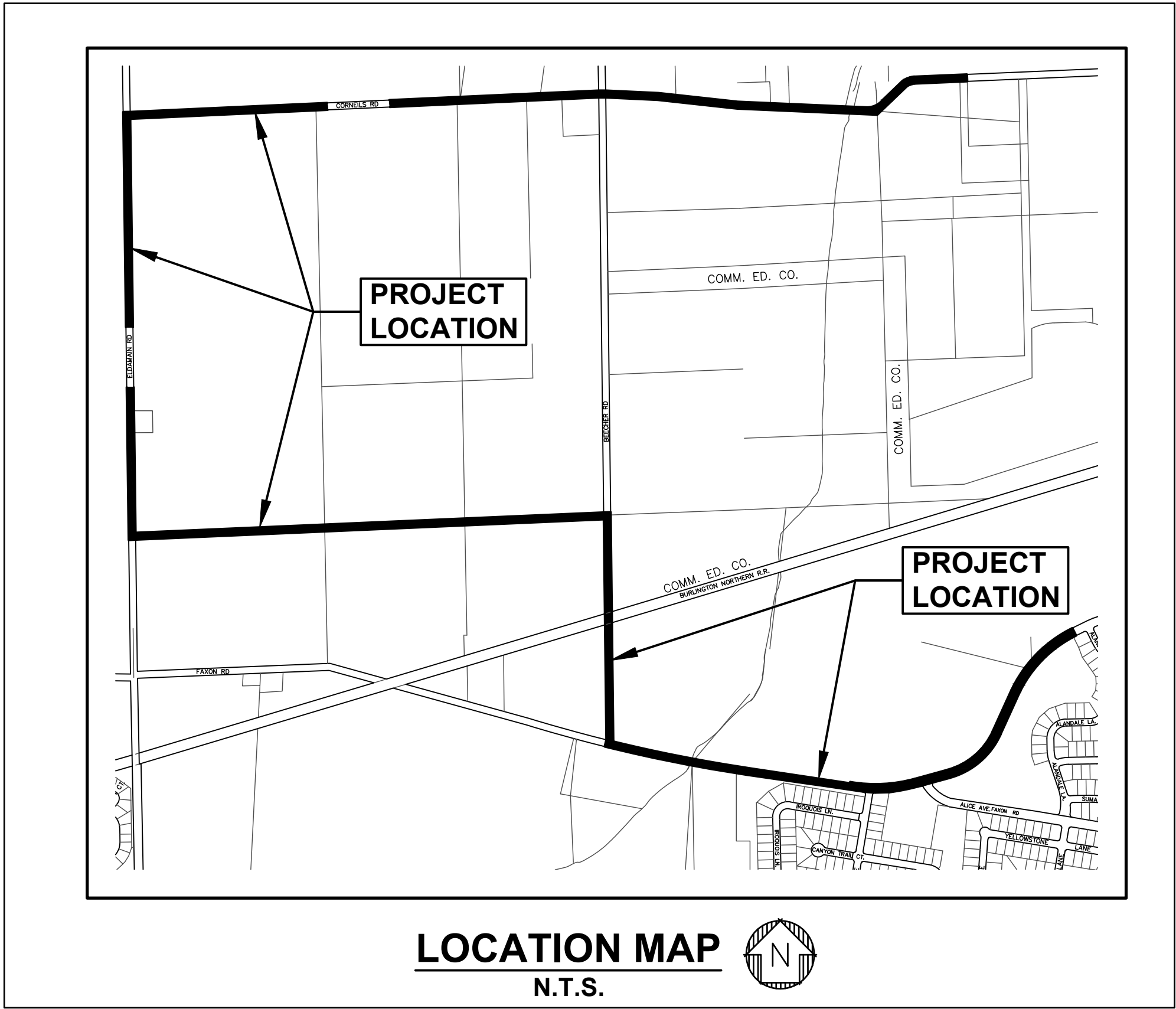
**Engineering Enterprises, Inc.**  
**CONSULTING ENGINEERS**  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
630.466.6700 / www.eeiweb.com

IMPROVEMENT PLANS  
FOR  
**ELDAMAIN WATER  
MAIN LOOP**  
UNITED CITY OF YORKVILLE  
KENDALL COUNTY, ILLINOIS

COMED PERMIT ISSUE: MARCH 2024

**UNITED CITY OF YORKVILLE OFFICIALS**

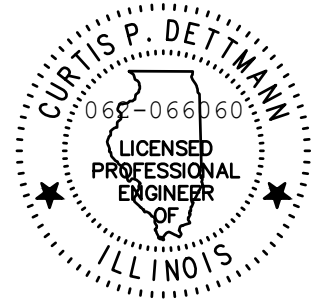
JOHN PURCELL	MAYOR
JORI BEHLAND	CITY CLERK
BART OLSON	CITY ADMINISTRATOR
ERIC DHUSE	DIRECTOR OF PUBLIC WORKS
CHRIS FUNKHOUSER	ALDERMAN
KEN KOCH	ALDERMAN
MATT MAREK	ALDERMAN
RUSTY CORNELIS	ALDERMAN
ARDEN JOE PLOCHER	ALDERMAN
CRAIG SOLING	ALDERMAN
SEAVER TARULIS	ALDERMAN
DANIEL V. TRANSIER	ALDERMAN



CLIENT:  
UNITED CITY OF YORKVILLE  
651 PRAIRIE POINTE DRIVE  
YORKVILLE, IL 60560  
630-553-4350

**50 YEARS** **SEE**

**Engineering Enterprises, Inc.**  
Consulting Engineers  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
630.466.6700 / [www.eeiweb.com](http://www.eeiweb.com)  
PROFESSIONAL DESIGN FIRM # 184-002003



**ENGINEER'S CERTIFICATION**

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED  
UNDER MY DIRECT SUPERVISION.

DATED AT SUGAR GROVE, ILLINOIS,

THIS 11TH DAY OF JANUARY, 2024.

CURTIS P. DETTMANN, P.E.  
ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 062-066060  
EXPIRATION DATE: 11/30/25

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4. SUMMARY OF QUANTITIES AND LEGEND	26. <del>ELDAMAIN ROAD PLAN AND PROFILE STA 305+50 TO STA 313+50</del>
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12. <del>FAYON ROAD PLAN AND PROFILE STA 205+50 TO STA 213+50</del>	34. <del>CORNELIS ROAD PLAN AND PROFILE STA 363+50 TO STA 371+50</del>
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22. <del>OFFSITE PLAN AND PROFILE STA 257+50 TO STA 258+50</del>	44.-45. TYPICAL DETAILS
23. <del>ELDAMAIN ROAD PLAN AND PROFILE STA 258+50 TO STA 259+50</del>	46.-50. <del>DOT STANDARD DETAILS</del>

SITE REFERENCE MARK 1
CROSS IN TOP OF NORTHWEST WING WALL OF BRIDGE OVER ROB ROY CREEK AT CORNELIS ROAD
ELEVATION = 644.98 (NAVD88)

SITE REFERENCE MARK 2
MAG NAIL IN NORTHEAST CORNER OF UTILITY POLE AT THE SOUTHWEST CORNER OF CORNELIS ROAD AND BEECHER ROAD.
ELEVATION = 658.39 (NAVD88)

SITE REFERENCE MARK 3
TOP OF CONCRETE FENCE POST ON THE NORTH SIDE OF CORNELIS ROAD 200'± WEST OF COMED FACILITY ENTRANCE
ELEVATION = 667.98 (NAVD88)



Plotter: June 27, 2024 @ 9:51 AM By: Kris Pung — Tab: 02 Notes — 22x34

GENERAL NOTES AND CONSTRUCTION SPECIFICATIONS

1. THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" ADOPTED JANUARY 1, 2022, THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", SEVENTH EDITION, DATED 2014, AND REVISIONS THERETO, THESE IMPROVEMENT PLANS AND DETAILS, SPECIAL PROVISIONS AND ORDINANCES OF THE UNITED CITY OF YORKVILLE, ILLINOIS SHALL GOVERN APPLICABLE PORTIONS OF THIS PROJECT.
2. THE CONTRACTOR SHALL BE REQUIRED TO MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS, STRUCTURES, POLES, CABLES AND PIPE LINES, BEFORE CONSTRUCTION BEGINS. THEY SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE ENGINEER AND CITY AT THEIR OWN EXPENSE.
3. THE CONTRACTOR SHALL EXAMINE THE PLANS AND SPECIFICATIONS, VISIT THE SITE OF THE WORK AND INFORM THEMSELVES FULLY WITH THE WORK INVOLVED, GENERAL AND LOCAL CONDITIONS, ALL FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS AND ALL OTHER PERTINENT ITEMS WHICH MAY AFFECT THE COST AND TIME OF COMPLETION OF THIS PROJECT BEFORE SUBMITTING A PROPOSAL.
4. PRIOR TO SUBMITTING THEIR BID, THE CONTRACTOR SHALL CALL THE ATTENTION OF THE ENGINEER TO ANY MATERIAL OR EQUIPMENT HE DEEMS INADEQUATE AND TO ANY ITEM OF WORK OMITTED.
5. THE PAY ITEMS SHALL BE AS NOTED IN THE SUMMARY OF QUANTITIES/PROPOSAL. ANY ITEM OF WORK THAT IS SHOWN ON THE PLANS TO BE PERFORMED BY THE CONTRACTOR, FOR WHICH THERE IS NO PAY ITEM, SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE PROJECT.
6. THE UNDERGROUND CONTRACTOR SHALL BE RESPONSIBLE TO PLACE ON GRADE AND COORDINATE WITH OTHER CONTRACTORS ALL UNDERGROUND STRUCTURE FRAMES SUCH AS CATCH BASINS, INLETS, MANHOLES, HYDRANTS, BUFFALO BOXES, VALVES, ETC. NO ADDITIONAL COMPENSATION SHALL BE PAID AND SAID ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO OTHER ITEMS OF CONSTRUCTION.
7. THE CONTRACTOR SHALL RESTORE ANY AREA DISTURBED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL USE. THIS SHALL INCLUDE FINISH GRADING, ESTABLISHMENT OF A VEGETATIVE COVER (SEEDING OR SOD), GENERAL CLEANUP AND PAVEMENT REPLACEMENT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE AND HEALTHFUL WORKING CONDITIONS THROUGHOUT THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
9. THE ENGINEER WILL BE GIVEN FORTY-EIGHT (48) HOURS NOTICE FOR ANY STAKING THAT IS TO BE DONE. EACH OF THE VARIOUS ITEMS OF WORK COVERED BY THIS CONTRACT WILL BE STAKED ONCE. ADDITIONAL STAKING REQUIRED DUE TO THE NEGLIGENCE OF THE CONTRACTOR SHALL BE PAID FOR BY THE CONTRACTOR AT THE CURRENT HOURLY RATE.
10. THE CONTRACTOR SHALL INFORM THE ENGINEER BEFORE WORK COMMENCES ON EACH CATEGORY OF CONSTRUCTION, I.E. WATER MAIN, GRADING, PAVEMENT AND DRAINAGE IMPROVEMENT. A TWENTY-FOUR (24) HOUR NOTICE SHALL BE GIVEN FOR ANY ITEM THAT REQUIRES FINAL TESTING AND INSPECTION SUCH AS CONCRETE WORK, PAVING, WATER MAINS OR SANITARY SEWERS.
11. THE ENGINEER SHALL REPLACE ALL LOT IRONS DAMAGED OR REMOVED DURING CONSTRUCTION OF THIS PROJECT AND THE CONTRACTOR SHALL PAY SAID COST OF REPLACEMENT.
12. BEFORE ACCEPTANCE BY THE CITY AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVED BY THE ENGINEER. FINAL PAYMENT SHALL BE MADE AFTER ALL OF THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED.
13. THE CONTRACTOR WILL HAVE IN THEIR POSSESSION ON THE JOB SITE A COPY OF THE PLANS AND SPECIFICATIONS DURING CONSTRUCTION.
14. IF ANY APPROVED EQUAL ITEMS ARE REQUIRED, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR APPROVAL.
15. ANY DRAIN AND/OR FIELD TILE ENCOUNTERED BY THE CONTRACTOR DURING THE INSTALLATION OF THE IMPROVEMENTS SHALL BE RETURNED TO ORIGINAL CONDITION. THIS WORK TO BE CONSIDERED INCIDENTAL TO THE CONTRACT.
16. ALL ROAD SIGNS, STREET SIGNS AND TRAFFIC SIGNS WHICH NEED TO BE RELOCATED OR MOVED DUE TO CONSTRUCTION SHALL BE TAKEN DOWN AND STORED BY THE CONTRACTOR AT THEIR OWN EXPENSE, EXCEPT THOSE WHICH ARE NECESSARY FOR PROPER TRAFFIC CONTROL WHICH SHALL BE TEMPORARILY RESET UNTIL COMPLETION OF CONSTRUCTION OPERATIONS. AFTER COMPLETION OF THE WORK, THE CONTRACTOR SHALL RESET, AT HIS EXPENSE, ALL SAID SIGNS.
17. NO EXCAVATIONS WILL BE PERMITTED TO REMAIN OPEN OVER ANY WEEKEND.
18. "BAND-SEAL" OR SIMILAR COUPLINGS SHALL BE USED WHEN JOINING SEWER PIPES OF DISSIMILAR MATERIALS.
19. AS-BUILT DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS SOON AS THE SITE IMPROVEMENTS ARE COMPLETED. ANY CHANGE IN LENGTH, LOCATION OR ALIGNMENT SHALL BE SHOWN IN RED.
20. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ANY REQUIRED INSPECTIONS OR OBSERVATIONS WITH THE ENGINEER AND/OR UNITED CITY OF YORKVILLE.
21. SPECIAL ATTENTION IS DRAWN TO THE FACT THAT ARTICLE 105.06 OF THE STANDARD SPECIFICATIONS REQUIRES THE CONTRACTOR TO HAVE A COMPETENT SUPERINTENDENT ON THE PROJECT SITE AT ALL TIMES, IRRESPECTIVE OF THE AMOUNT OF WORK SUBLET. THE SUPERINTENDENT SHALL BE CAPABLE OF READING AND UNDERSTANDING THE PLANS AND SPECIFICATIONS, SHALL HAVE FULL AUTHORITY TO EXECUTE ORDERS TO EXPEDITE THE PROJECT, SHALL BE RESPONSIBLE FOR SCHEDULING AND HAVE CONTROL OF ALL WORK AS THE AGENT OF THE CONTRACTOR. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN A SUSPENSION OF WORK AS PROVIDED IN ARTICLE 108.07.
22. THE ENGINEER AND CITY ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OR FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.
23. THE CONTRACTOR SHALL CONSTRUCT THE WATER MAIN TO AVOID CONFLICTS WITH THE EXISTING WATER AND SANITARY SERVICES.
24. THE CONTRACTOR SHALL CONFIRM DEPTHS AND LOCATIONS OF EXISTING UTILITIES AND SERVICES PRIOR TO THE START OF CONSTRUCTION (INCIDENTAL). WHEN ANY CONFLICT OCCURS IN A PAVEMENT CROSSING, THE UTILITY VERIFICATION SHALL BE COORDINATED TO LIMIT THE LENGTH OF TIME NEEDED FOR LANE CLOSURES. ALL UTILITY CROSSINGS SHALL BE WITNESSED BY THE ENGINEER AND SHALL BE CONSTRUCTED ACCORDING TO THE WATER MAIN PROTECTION REQUIREMENTS OF THE IEPA.
25. THE CONTRACTOR SHALL VERIFY THE LOCATION OF THE EXISTING B-BOXES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL MAKE ADJUSTMENTS TO THE WATER MAIN ALIGNMENT TO AVOID CONFLICTS WITH THE EXISTING B-BOXES. THE LOCATION OF THE NEW B-BOXES AND ANY ADJUSTMENTS SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO CONSTRUCTION. THE VERIFICATION AND ADJUSTMENTS OF THE B-BOXES SHALL BE CONSIDERED INCIDENTAL TO THE WATER MAIN OR WATER SERVICE CONSTRUCTION.
26. THE CONTRACTOR SHALL MAKE REASONABLE EFFORTS TO PROTECT SIDEWALK AND CURB AND GUTTER THAT IS NOT DIRECTLY IMPACTED BY THE WATER MAIN TRENCH. SIDEWALK AND CURB AND GUTTER DAMAGED DURING CONSTRUCTION WILL BE REMOVED AND REPLACED AS DEEMED NECESSARY BY THE CITY AND ENGINEER. ANY UNNECESSARILY DAMAGED SIDEWALK AND CURB AND GUTTER WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

27. BITUMINOUS PAVEMENT OVER THE UTILITY TRENCH SHALL BE SAWCUT BEFORE EXCAVATION AND SAWCUT PRIOR TO PATCHING TO LEAVE A NEAT LINE FOR PAVEMENT REMOVAL (INCIDENTAL). MAX PAYMENT WIDTH FOR PAVEMENT REMOVAL SHALL BE ACCORDING TO THE FOLLOWING CHART. ANY PAVEMENT REMOVAL BEYOND THESE LIMITS SHALL BE AT THE CONTRACTOR'S EXPENSE:

MAX PAY WIDTH FOR PAVEMENT REMOVAL, FULL DEPTH

PIPE DIAMETER	MAX PAVEMENT PAY WIDTH
SERVICE	3.1'
4"	3.4'
6"	3.6'
8"	3.8'
10"	4.0'
12"	4.2'

28. ALL CA-6 TRENCH BACKFILL SHALL BE COMPACTED TO 95% STANDARD PROCTOR IN MAXIMUM 12" LIFTS USING MANUAL EQUIPMENT. ALL NON-STRUCTURAL BACKFILL SHALL BE COMPACTED TO 85% STANDARD PROCTOR USING MANUAL EQUIPMENT. NO SETTLING WILL BE ALLOWED. SEE NOTE 19 OF THE WATER MAIN CONSTRUCTION NOTES.
29. BEDDING PER "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" SHALL BE PROVIDED FOR ALL WATER MAIN REGARDLESS OF THE LOCATION OF THE TRENCH.
30. ALL BEDDING & BACKFILL IS INCIDENTAL TO THE COST ITEM BEING INSTALLED. BEDDING AND BACKFILL MATERIAL WILL NOT BE MEASURED FOR PAYMENT.
31. ANY 6" OR 8" WATER MAIN REQUIRED TO COMPLETE THE CONNECTION TO THE EXISTING WATER MAIN (I.E. BETWEEN THE TEE AND SLEEVE) AS SHOWN IN THE CONNECTION DETAIL SHALL BE CONSIDERED INCIDENTAL TO THE CONNECTION TO EXISTING 6" OR 8" WATER MAIN.
32. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL INSTALL INLET FILTERS ON ALL OPEN LID PAVEMENT STRUCTURES AND CURB INLETS TRIBUTARY TO THE CONSTRUCTION AREA IN ACCORDANCE WITH THE SWPPP, SPECIAL PROVISIONS AND DETAILS.
33. ALL RESIDENTS AND BUSINESSES SHALL BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO SHUTTING DOWN THEIR WATER SERVICE AND DRIVEWAY REMOVAL.
34. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR AND ENGINEER SHALL INVENTORY THE LOCATION, SIZE, TYPE, AND CONDITION OF ALL EXISTING SIGNS. ANY SIGN DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
35. ALL SIGNS SHALL BE ERECTED IN STRICT CONFORMANCE WITH SECTION 720 OF THE STANDARD SPECIFICATIONS AND BY STATE PREQUALIFIED CONTRACTOR PERSONNEL SUCH AS A SUBCONTRACTOR THAT SPECIALIZES IN TRAFFIC CONTROL AND SIGN PLACEMENT. TO INSURE THIS OPERATION IS PERFORMED CORRECTLY THERE WILL BE A WALKTHROUGH ON THE JOB WITH THE ENGINEER AS PART OF THE OVERALL PUNCH LIST.
36. ALL WORK INVOLVING SIGNS SHALL BE GOVERNED BY THE FOLLOWING REQUIREMENTS:

A. SIGNS SHALL NOT BE MOVED UNTIL PROGRESS OF WORK NECESSITATES IT.

B. THE CONTRACTOR WILL BE REQUIRED TO TEMPORARILY RESET ALL SIGNS THAT INTERFERE WITH THEIR WORK DURING CONSTRUCTION OPERATIONS. ALL SUCH SIGNS MUST BE MAINTAINED STRAIGHT AND CLEAN FOR THE DURATION OF THE TEMPORARY SETTING. THE SIGNS MUST BE RE-ERECTED AT A TEMPORARY LOCATION IN A WORKMANLIKE MANNER AND BE VISIBLE TO TRAFFIC FOR WHICH IT IS INTENDED.

C. ALL SIGNS SHALL BE INSTALLED OR RELOCATED IN PERMANENT LOCATIONS AS SHOWN ON THE PLANS ONCE THE ROADWAY IS COMPLETED. THIS WORK SHALL BE PAID FOR USING THE APPROPRIATE PAY ITEM.

D. ALL REMOVED SIGNS WILL BE RETURNED TO THE CITY, AS APPLICABLE.

E. LONGER POSTS MAY BE REQUIRED AT TEMPORARY OR PERMANENT SIGN LOCATIONS TO MAINTAIN PROPER SIGN HEIGHT.
37. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN EXISTING FIELD CONDITIONS PRIOR TO BIDDING ON THIS PROJECT. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR FAILURE TO VERIFY EXISTING DIMENSIONS OR CONDITIONS.
38. THE CONTRACTOR SHALL MAINTAIN EXISTING SIDE STREET ACCESS, EXISTING DRIVEWAY ACCESS AND PEDESTRIAN ACCESS TO ABUTTING PROPERTY AT ALL TIMES DURING CONSTRUCTION OF THE PROJECT, UNLESS OTHERWISE NOTED IN THE PLANS OR DIRECTED BY THE ENGINEER. THIS WORK SHALL BE INCLUDED IN THE ITEM "AGGREGATE FOR TEMPORARY ACCESS".
39. SAWING OF REMOVAL ITEMS AS NOTED ON THE PLANS, SPECIFIED IN THE STANDARD SPECIFICATIONS, OR AS REQUIRED BY THE ENGINEER SHALL BE INCLUDED IN THE COST OF THE ITEM BEING REMOVED.
40. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING FRESH CONCRETE FROM DAMAGE AND VANDALISM. ANY DAMAGED OR VANDALIZED CONCRETE SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
41. THE CONTRACTOR SHALL BE REQUIRED TO MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS, STRUCTURES, POLES, CABLES AND PIPE LINES, BEFORE CONSTRUCTION BEGINS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE ENGINEER AND CITY AT THEIR OWN EXPENSE. ANY SHEETING AND/OR SHORING USED FOR THIS IMPROVEMENT SHALL BE CONSIDERED INCIDENTAL IN THE COST OF THE CONTRACT.
42. THE CONTRACTOR SHALL PROTECT ALL EXISTING FACILITIES (E.G. CURB, SIDEWALK, PAVEMENT) THAT ARE NOT CALLED OUT TO BE REMOVED ON THE PLANS. ANY FACILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE RESTORED TO A CONDITION EQUAL TO THAT EXISTING BEFORE THE DAMAGE OCCURRED.
43. WHERE NEW WORK MEETS EXISTING FEATURES TO REMAIN, THE CONTRACTOR SHALL FIELD CHECK ALL DIMENSIONS AND ELEVATIONS BEFORE PROCEEDING WITH CONSTRUCTION. IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
44. THE CONTRACTOR WILL BE REQUIRED TO COMPLY WITH ALL STATE REGULATIONS REGARDING AIR, WATER AND NOISE POLLUTION. THE CONTRACTOR IS PROHIBITED FROM BURNING ANY MATERIAL WITHIN OR ADJACENT TO THE IMPROVEMENT.
45. ALL TYPE I AND II BARRICADES SHALL BE WEIGHTED DOWN WITH TWO SANDBAGS EACH. (ONE WEIGHTED SANDBAG ACROSS EACH BOTTOM RAIL). ALL TYPE III BARRICADES SHALL REQUIRE FOUR SANDBAGS EACH.
46. ALL DISTURBED AREAS WITHIN THE PROJECT THAT ARE NOT OTHERWISE SURFACED SHALL BE CLEANED, LAYERED WITH TOPSOIL, SEEDDED, AND HYDROMULCHED. ADDITIONAL AREAS DAMAGED BY MACHINERY, CONSTRUCTION EQUIPMENT, CONTRACTOR NEGLIGENCE OR OVER-EXCAVATION SHALL BE RESTORED TO A CONDITION EQUAL TO THAT EXISTING BEFORE THE DAMAGE INCURRED AT THE COST OF THE CONTRACTOR.
47. THE CONTRACTOR SHALL DISPOSE OF ALL SIDEWALK, CURB AND GUTTER, PAVEMENT AND ALL OTHER EXCAVATED MATERIAL NOT FOR SALVAGE AT THEIR EXPENSE. ALL EXCESS EXCAVATED MATERIAL NOT FOR SALVAGE SHALL BE RELOCATED THROUGHOUT THE PROJECT AS SPECIFIED IN THE SPECIAL PROVISION. NO PAYMENT WILL BE MADE FOR HAULING OR TRUCKING TO DISPOSAL LOCATIONS.
48. RELOCATED MAILBOXES TO BE INSTALLED SUCH THAT FACE OF BOX AND BOX HEIGHT MEET ALL LOCAL AND FEDERAL GUIDELINES

WATER MAIN CONSTRUCTION

1. ALL WATER MAIN CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", LATEST EDITION, AND REVISIONS THERETO, THE NOTES AND ON THE PLANS, AND IN ACCORDANCE WITH CODES AND ORDINANCES OF THE UNITED CITY OF YORKVILLE, ILLINOIS.
2. ALL WATER MAIN SHALL BE DUCTILE IRON PIPE CLASS S2 WITH MECHANICAL OR PUSH-ON JOINTS AND SHALL CONFORM TO ANSI A21.51 (AWWA C151), ANSI A21.50 (AWWA C150) AND ANSI A21.11 (AWWA C111). PIPE SHALL BE MANUFACTURED IN THE UNITED STATES.
3. ALL FITTINGS SHALL BE DUCTILE IRON AND SHALL CONFORM TO ANSI A21.53 (AWWA C153). FITTINGS AND ACCESSORIES SHALL BE MANUFACTURED IN THE UNITED STATES.
4. ALL PIPE AND FITTINGS SHALL BE CEMENT LINED IN ACCORDANCE WITH ANSI A21.4 (AWWA C104).
5. ALL FITTINGS SHALL BE MECHANICAL JOINT AND INSTALLED WITH RETAINER GLANDS UNLESS OTHERWISE SHOWN ON THE DRAWINGS.
6. ALL MECHANICAL JOINT FITTINGS, VALVES AND HYDRANTS SHALL BE RESTRAINED WITH RETAINER GLANDS. RETAINER GLANDS SHALL BE EBAA IRON MEGALUG SERIES 1100 OR APPROVED EQUAL.
7. ALL WATER MAIN AND FITTINGS SHALL BE WRAPPED WITH POLYETHYLENE. POLYETHYLENE SHALL HAVE A THICKNESS OF 8-MIL IN ACCORDANCE WITH ANSI A21.5 (AWWA C105).
8. LONG RADIUS CURVES, EITHER HORIZONTAL OR VERTICAL, MAY BE LAID WITH STANDARD PIPE BY DEFLECTIONS AT THE JOINTS. MAXIMUM DEFLECTION AT PIPE JOINTS AND LAYING RADIUS FOR THE VARIOUS PIPE LENGTHS SHALL BE IN ACCORDANCE WITH AWWA C600. WHEN RUBBER GASKET PIPE IS LAID ON A CURVE, THE PIPE SHALL BE JOINTED IN A STRAIGHT ALIGNMENT AND THEN DEFLECTED TO THE CURVED ALIGNMENT. TRENCHES SHALL BE MADE WIDER ON CURVES FOR THIS PURPOSE.
9. ALL GATE VALVES SHALL BE RESILIENT WEDGE TYPE CONFORMING TO AWWA C515 AND HAVE A NON-RISING STEM, WITH A STANDARD OPERATING NUT, AND SHALL OPEN IN A COUNTER-CLOCKWISE DIRECTION. GATE VALVES 10-INCHES OR LARGER SHALL BE IN VALVE VAULTS. GATE VALVES UNDER 10-INCHES SHALL BE EITHER IN VALVE VAULTS OR A CAST IRON VALVE BOXES AND SHALL BE LOCATED OUTSIDE OF PAVEMENT AND/OR SIDEWALKS. IF THE GATE VALVE MUST BE INSTALLED WITHIN PAVEMENT, THEN IT SHALL ONLY BE IN A VALVE VAULT.
10. ALL VALVES 16-INCHES OR LARGER SHALL BE BUTTERFLY VALVES WITH A NON-RISING STEM, SHALL HAVE A STANDARD OPERATING NUT AND SHALL OPEN IN A COUNTER-CLOCKWISE DIRECTION. BUTTERFLY VALVES SHALL BE CLOW OR PRATT BUTTERFLY VALVES IN ACCORDANCE WITH AWWA C-504-00. BUTTERFLY VALVES SHALL BE IN VALVE VAULTS.
11. ALL VALVE BOXES SHALL BE CAST IRON, TWO PIECE 5 1/4" SHAFTS, SCREW-TYPE TYLER MODEL 664-S OR APPROVED EQUAL WITH A VALVE BOX STABILIZER. LIDS ARE TO BE MARKED "WATER" (VALVE BOX EXTENSIONS IF REQUIRED ARE CONSIDERED INCIDENTAL).
12. ALL HYDRANTS SHALL BE IN ACCORDANCE WITH AWWA C502 AND SHALL BE A CLOW F-2545 (MEDALLION) OR A AMERICAN FLOW CONTROL. WATEROUS W6-67-250 WITH ONE 4-1/2" STEAMER NOZZLE AND TWO 2-1/2" HOSE NOZZLES, WITH NATIONAL STANDARD TREADS, A NATIONAL STANDARD OPERATING NUT, AND ABOVE GROUND BREAK FLANGE. ALL HYDRANTS SHALL HAVE AN AUXILIARY GATE VALVE WITH A CAST IRON VALVE BOX..
13. REPAIR COUPLINGS SHALL BE SMITH BLAIR (ROCKWELL) D.1. COUPLING TYPE 441 OR EQUAL. COUPLINGS SHALL BE PROVIDED AT LOCATIONS SHOWN ON THE PLANS OR AS REQUIRED TO MAKE PIPE CONNECTIONS.
14. ALL TEES, BENDS, FIRE HYDRANTS AND VALVES SHALL BE ADEQUATELY SUPPORTED WITH A CONCRETE BASE, AND SUPPORTED LATERALLY WITH POURED IN PLACE THRUST BLOCKING AGAINST UNDISTURBED EARTH.
15. ALL WATER MAINS SHALL HAVE A MINIMUM DEPTH OF COVER OF 5'-6".
16. ALL PRESSURE TAPS TO AN EXISTING CITY MAIN SHALL BE MADE WITH A CLOW OR AMERICAN FLOW CONTROL (WATEROUS) DUCTILE IRON MECHANICAL JOINT TAPPING SLEEVE FOR SAME SIZE TAPS WITH THE MAIN. DISSIMILAR SIZE TAPS AND MAINS SHALL BE MADE WITH STAINLESS STEEL TAPPING SLEEVES AND SHALL BE MUELLER H-304, SMITH BLAIR (ROCKWELL) 662-663 OR 664-665 OR ROMAC SST. A CLOW OR AMERICAN FLOW CONTROL (WATEROUS) RESILIENT TAPPING VALVE AND SHALL BE INSTALLED WITH THE TAPPING SLEEVE. THE TAPPING SLEEVE AND VALVE SHALL BE CONSTRUCTED IN A VALVE VAULT WITH CONCENTRIC CONE.
17. NO WATER SERVICE TAPS SHALL BE MADE PRIOR TO THE CITY RECEIVING THE IEPA OPERATING PERMIT.
18. WATER MAINS AND WATER SERVICE LINES SHALL BE PROTECTED FROM SANITARY SEWERS, STORM SEWERS, COMBINED SEWERS, HOUSE SEWER SERVICE CONNECTIONS AND DRAINS IN ACCORDANCE WITH TITLE 35: ENVIRONMENTAL PROTECTION SUBTITLE F: PUBLIC WATER SUPPLIES, CHAPTER I: POLLUTION CONTROL BOARD, PART 604 DESIGN, OPERATION AND MAINTENANCE CRITERIA, SECTION 604.1440 SANITARY SEPARATION FOR FINISHED WATER MAIN.
19. WHENEVER POSSIBLE, A WATER MAIN MUST BE LAID AT LEAST TEN FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED DRAIN OR SEWER LINE. SHOULD LOCAL CONDITIONS EXIST WHICH WOULD PREVENT A LATERAL SEPARATION OF TEN FEET, A WATER MAIN MAY BE LAID CLOSER THAN TEN FEET TO A STORM OR SANITARY SEWER PROVIDED THAT THE WATER MAIN INVERT IS AT LEAST EIGHTEEN INCHES ABOVE THE CROWN OF THE SEWER, AND IS EITHER IN A SEPARATE TRENCH OR IN THE SAME TRENCH ON AN UNDISTURBED EARTH SHELF LOCATED TO ONE SIDE OF THE SEWER. IF IT IS IMPOSSIBLE TO OBTAIN PROPER HORIZONTAL OR VERTICAL SEPARATION AS DESCRIBED ABOVE, THEN THE SEWER MUST ALSO BE CONSTRUCTED PER SECTION 604.1440 AND PRESSURE TESTED TO THE MAXIMUM EXPECTED SURCHARGE HEAD TO ASSURE WATER TIGHTNESS BEFORE BACKFILLING.
20. WHENEVER WATER MAINS MUST CROSS HOUSE SEWERS, STORM SEWERS OR SANITARY SEWERS, THE WATER MAIN SHALL BE LAID AT SUCH AN ELEVATION THAT THE INVERT OF THE WATER MAIN IS EIGHTEEN INCHES ABOVE THE CROWN OF THE DRAIN OR SEWER. THIS VERTICAL SEPARATION MUST BE MAINTAINED FOR THAT PORTION OF THE WATER MAIN LOCATED WITHIN TEN FEET HORIZONTALLY OF ANY SEWER OR DRAIN CROSSED. THIS MUST BE MEASURED AS THE NORMAL DISTANCE FROM THE WATER MAIN TO THE DRAIN OR SEWER. IF IT IS IMPOSSIBLE TO OBTAIN THE PROPER VERTICAL SEPARATION AS DESCRIBED ABOVE OR IF IT IS NECESSARY FOR THE WATER MAIN TO PASS UNDER A SEWER OR DRAIN, THEN THE SEWER MUST BE CONSTRUCTED OF WATER MAIN TYPE MATERIAL (AS NOTED IN ITEM 2). THIS CONSTRUCTION MUST EXTEND ON EACH SIDE OF THE CROSSING UNTIL THE NORMAL DISTANCE FROM THE WATER MAIN TO THE SEWER OR DRAIN LINE IS AT LEAST TEN FEET. IN MAKING SUCH CROSSINGS, CENTER A LENGTH OF WATER MAIN PIPE OVER/UNDER THE SEWER TO BE CROSSED SO THAT THE JOINTS WILL BE EQUIDISTANT FROM THE SEWER AND AS REMOTE THEREFROM AS POSSIBLE. WHERE A WATER MAIN MUST CROSS UNDER A SEWER, A VERTICAL SEPARATION OF EIGHTEEN INCHES BETWEEN THE INVERT OF THE SEWER AND THE CROWN OF THE WATER MAIN SHALL BE MAINTAINED, ALONG WITH MEANS TO SUPPORT THE SEWER LINE TO PREVENT THEIR SETTLING AND BREAKING THE WATER MAIN.
21. VALVE VAULTS SHALL BE ADJUSTED WITH PRECAST CONCRETE ADJUSTING RINGS TO A MAXIMUM OF 0'-8".
22. HYDROSTATIC TESTS – THE CONTRACTOR SHALL PERFORM HYDROSTATIC TESTS IN ACCORDANCE WITH DIVISION IV, SECTION 41 OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION, AND APPLICABLE PROVISIONS OF AWWA C-600 AND C-605. THE WATER MAINS SHALL MAINTAIN A 150 PSI AVERAGE FOR UP TO 4 HOURS DURING THE TEST. THE TEST PRESSURE SHALL NOT DROP MORE THAN 2 PSI FOR THE DURATION OF THE TEST. ALLOWABLE LEAKAGE SHALL BE AS SET FOURTH IN STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION. THE CITY WATER OPERATOR IN CHARGE OR PERSON AUTHORIZED BY THE CITY WATER OPERATOR IN CHARGE SHALL BE PRESENT DURING ALL TESTING. THE CONTRACTOR SHALL USE A PRESSURE GAGE SUPPLIED BY THE CITY FOR THE TEST.
23. DISINFECTION OF THE WATER MAIN – UPON COMPLETION OF THE NEWLY LAID WATER MAINS, THE WATER MAINS SHALL BE DISINFECTED IN ACCORDANCE WITH THE AMERICAN WATER WORKS ASSOCIATION, PROCEDURE DESIGNATION, AWWA C-651, LATEST EDITION. WATER SHALL BE TESTED TO ASSURE THAT 50MG/L OF CL2 IS IN DISINFECTED WATER. THE CITY OPERATOR IN CHARGE OR PERSON AUTHORIZED BY THE CITY SHALL PERFORM SAMPLING AND PROCESSING OF THE TEST SAMPLE AND TEST RESULTS. THE COST OF THE WATER SAMPLING AND TESTING SHALL BE BORNE BY THE CITY. WATER MUST PASS TWO CONSECUTIVE DAYS OF SAMPLING TESTS BY A STATE APPROVED LAB.
24. WATER VALVES AND FIRE HYDRANTS SHALL ONLY BE OPERATED BY UNITED CITY OF YORKVILLE WATER DEPARTMENT PERSONNEL. PLEASE CONTACT THE WATER DEPARTMENT AT 630-553-4372.
25. BUFFALO BOXES SHALL NOT BE SET DIRECTLY IN PAVEMENT. IF THE BUFFALO BOX IS INSTALLED WITHIN PAVEMENT, THE TOP OF THE BUFFALO BOX SHALL BE SET 3-INCHES BELOW THE PAVEMENT GRADE AND AN INSPECTION FRAME, NEENAH R-1973 OR EAST JORDAN 1570.

SOIL EROSION AND SEDIMENTATION CONTROL

THE CONTRACTOR SHALL PROVIDE SOIL EROSION AND SEDIMENTATION CONTROL IN ACCORDANCE WITH THE "PROCEDURES AND STANDARDS FOR SOIL EROSION AND SEDIMENTATION CONTROL IN NORTHEASTERN ILLINOIS" (REVISED JULY, 1988) PREPARED BY THE NORTHEASTERN ILLINOIS EROSION AND SEDIMENTATION CONTROL STEERING COMMITTEE AND THE "ILLINOIS URBAN MANUAL", PUBLISHED BY THE USDA/NRCS FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (LATEST EDITION) AND IN ACCORDANCE WITH THE PLANS.

SOIL STABILIZATION

1. TOPSOIL AND VEGETATIVE COVER – STRIP TOPSOIL AND REMOVE EXISTING VEGETATION. STOCKPILE ON-SITE (FOR REUSE) AT LOCATION DESIGNATED.
2. TEMPORARY SEEDING – TEMPORARY SEEDING SHALL BE PROVIDED WITHIN 15 DAYS TO ANY DISTURBED AREAS THAT ARE SCHEDULED TO REMAIN DENUDED FOR LONGER THAN 60 DAYS. IF REQUIRED, ALL TEMPORARY SEEDING SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE CONTRACT.
3. PERMANENT SEEDING – IMMEDIATELY FOLLOWING FINISH GRADING AND TOPSOIL PLACEMENT INSTALL SEEDING IN AREAS AS DESIGNATED ON PLANS.
4. PAVED AREAS – INSTALL THE AGGREGATE BASE AS SOON AS POSSIBLE IN THE CONSTRUCTION SEQUENCE TO PROVIDE REQUIRED STABILIZATION.
5. SLOPE PROTECTION – PROTECT SEEDING ON STEEP SLOPES WITH EROSION CONTROL BLANKET.

SEDIMENT CONTROL

1. ADJACENT PROPERTY – PROTECT ADJACENT PROPERTY FROM SEDIMENT DEPOSITION BY PRESERVING A VEGETATED BUFFER STRIP OR BY SEDIMENT BARRIERS OR FILTERS AT THE LOWER PERIMETER OF THE LOT.
2. SEDIMENTATION CONTROL SHALL BE PROVIDED IN ALL AREAS AROUND THE PERIMETER OF ALL STOCKPILE AREAS.
3. STORM SEWER INLET PROTECTION

A. GRASS AREAS – INSTALL AND MAINTAIN INLET PROTECTORS AT EACH OPEN GRATE STORM STRUCTURE UNTIL AREA TRIBUTARY TO SAID CATCH BASIN HAS BEEN COMPLETELY REVEGETATED.

B. PAVED AREAS – INSTALL AND MAINTAIN INLET PROTECTORS AT ALL INLET STRUCTURES UNTIL AREAS TRIBUTARY TO SAID INLET HAVE BEEN PAVED AND /OR COMPLETELY REVEGETATED.
4. DITCH CHECKS SHALL BE INSTALLED AND STAKED IN PLACE AT 250 LINEAR FEET MAXIMUM SPACING IN ALL SWALES. ALL DITCH CHECKS SHALL BE CONSIDERED INCIDENTAL TO CONTRACT.
5. PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT (MUD) BY RUNOFF OR VEHICLE TRACKING ONTO STATE, COUNTY OR TOWNSHIP HIGHWAYS OR LOCAL STREETS. IF NECESSARY, STATE, COUNTY OR TOWNSHIP HIGHWAYS OR LOCAL STREETS SHALL BE CLEANED DAILY AT THE END OF EACH WORK DAY OR AS REQUIRED TO KEEP MUD AND/OR OTHER DEBRIS OFF OF ANY HIGHWAY OR STREET.
6. REMOVAL OF CONTROL MEASURES – DISPOSES OF ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED.
7. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES TO BE CHECKED WEEKLY AND AFTER EACH RAIN. CLEAN AND RESTORE AS REQUIRED.



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Bar represents 1" at  
FULL size plotted  
scale. Percentage  
to 1" to be applied  
to stated scales.

NO.	DATE			REVISIONS

ELDAMAIN WATER MAIN LOOP

GENERAL NOTES AND  
CONSTRUCTION SPECIFICATIONS

DATE: MARCH	2024
PROJECT NO:	Y02319
FILE:	Y02319-CVR
SHEET	2 OF 50

Path: H:\\$D\$KPROJ\VO\_YORKVILLE\Y02319\DWG\_FINAL\_ENG\Y02319-CVR

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**AWWA C651-14 SECTION 4.11: DISINFECTION PROCEDURES WHEN CUTTING INTO OR REPAIRING EXISTING MAINS**

4.11.1 GENERAL

THE PLANNED, UNPLANNED, OR EMERGENCY REPAIR OF A WATER MAIN OR APPURTENANCES (E.G., VALVE) IS TIME SENSITIVE—AN IMPORTANT GOAL IS TO MINIMIZE THE DISRUPTION OF WATER SERVICE TO CUSTOMERS. NONETHELESS, THE REPAIR WORK NEEDS TO BE ACCOMPLISHED USING SANITARY AND SAFE PROCEDURES BY WELL-TRAINED CREWS WITH PROPER SUPERVISION AND GUIDANCE. REFER TO PREVENTIVE AND CORRECTIVE MEASURES DESCRIBED PREVIOUSLY IN SEC. 4.8.2, 4.8.4, AND 4.8.5. FOLLOW ALL PERSONAL PROTECTION PRECAUTIONS WHEN WORKING WITH CHLORINE SOLUTIONS.

4.11.2 BASIC DISINFECTION

WORK SHOULD FOLLOW BASIC DISINFECTION AND CONTAMINATION PREVENTION PROCEDURES:

- 1.PREVENTING CONTAMINANTS FROM ENTERING THE EXISTING PIPE DURING THE REPAIR SUCH AS BY MAINTAINING POSITIVE PRESSURE IN THE LEAKING PIPE UNTIL THE REPAIR SITE ON THE PIPE IS FULLY EXPOSED, BY MAINTAINING A DEWATERED TRENCH, AND BY KEEPING ALL PIPE MATERIALS BEING USED IN THE REPAIR IN A CLEAN AND SANITARY CONDITION.
- 2.INSPECTING AND CLEANING, FOLLOWED BY DISINFECTION OF SPRAYING OR SWABBING WITH A MINIMUM 1 PERCENT CHLORINE SOLUTION:
  - a.EXPOSED PORTIONS OF EXISTING PIPE INTERIOR SURFACES
  - b.PIPE MATERIALS USED IN THE REPAIR
  - c.HANDHELD MATERIALS AND TOOLS USED TO MAKE THE REPAIR
- 3.AS APPROPRIATE, ADVISING AFFECTED CUSTOMERS TO ADEQUATELY FLUSH THEIR SERVICE LINES UPON RETURN TO SERVICE.

4.11.3 SELECTION OF DISINFECTION PROCEDURE

THE DISINFECTION PROCEDURE SELECTED SHOULD BE DETERMINED BY THE CONDITIONS AND SEVERITY OF THE MAIN BREAK. MANY LEAKS OR BREAKS CAN BE REPAIRED UNDER CONTROLLED CONDITIONS WITHOUT DEPRESSURIZING THE WATER MAIN, SUCH AS WHEN APPLYING A CLAMP TO A SMALL CRACK OR HOLE, THUS PREVENTING CONTAMINANTS FROM ENTERING THE WATER SYSTEM. IN MOST OTHER SITUATIONS, THE WATER MAIN CAN BE MAINTAINED PRESSURIZED UNTIL THE BREAK SITE IS SECURED AND THE PIPE IS FULLY EXPOSED. SOME CIRCUMSTANCES (E.G., SEVER EROSION OF THE LOCAL ENVIRONMENT OR ICING OF THE ROADWAY) THAT IMPACT PUBLIC SAFETY MAY REQUIRE THAT WATER PRESSURE BE SUBSTANTIALLY REDUCED PRIOR TO EXPOSING THE PIPE IN THE AREA OF THE LEAK. IN SOME CASES, SITUATIONS BECOME CATASTROPHIC WHERE THERE IS A PIPE BLOWOUT AND A LOSS OF WATER PRESSURE PRIOR TO SHUTDOWN, REQUIRING DISINFECTION PROCEDURES EQUIVALENT TO THOSE OF A NEW MAIN INSTALLATION. THE PROCEDURES DESCRIBED IN SEC. 4.11.3.1 THROUGH 4.11.3.3 DESCRIBED THE CONTAMINATION RISKS AND THE ASSOCIATED DISINFECTION AND SAMPLING REQUIREMENTS FOR DIFFERENT SCENARIOS OF PIPELINE REPAIR. SPECIFIC SITUATIONS NOT CAPTURED BELOW NEED TO NE EVALUATED AND THE APPROPRIATE DISINFECTION AND SAMPLING METHODS FOLLOWED.

NOTE THAT THE PROCEDURES EXPLAINED IN SEC. 4.11.3.1, 4.11.3.2, AND 4.11.3.3 FOR DISTRIBUTION MAINS MAY NEED TO BE MODIFIED FOR LARGE TRANSMISSION MAINS. LARGE MAINS MAY NEED ADDITIONAL WORK (SUCH AS HAVING A VALVE REPLACED OR REQUIRING A SPECIAL ORDER ON A CONNECTION), MAY BE OUT OF SERVICE FOR MORE THAN A DAY, OR MAY NOT BE ABLE TO ACCOMMODATE A SCOUR FLUSH. THESE MODIFICATIONS NEED TO BE MADE ON A CASE-BY-CASE BASIS BUT SHOULD STILL TAKE INTO ACCOUNT THE PROCEDURES OUTLINED IN ANSI/AWWA C651.

4.11.3.1

CONTROLLED PIPE REPAIR WITHOUT DEPRESSURIZATION. IN THIS SITUATION, ACTIVITIES ARE WELL CONTROLLED AND A FULL SHUTDOWN IS NOT NEEDED, THUS MAINTAINING POSITIVE PRESSURE TO THE AREA OF SHUTDOWN AND AROUND THE BREAK SITE AT ALL TIMES. THE REPAIR SITE IS EXPOSED AD THE TRENCH S ADEQUATELY DEWATERED SO THAT THE REPAIR SITE CAN BE CLEANED AND DISINFECTED BY SPRAYING OR SWABBING WITH A MINIMUM 1 PERCENT CHLORINE SOLUTION. THE WATER MAIN IS THEN RETURNED TO SERVICE WITH FLUSHING TO OBTAIN THREE VOLUMES OF WATER TURNS, MAKING SURE THAT THE FLUSHED WATER IS VISUALLY CLEAR. NO BACTERIOLOGICAL TESTING IS NECESSARY. IT IS ADVISABLE TO CHECK FOR A TYPICAL SYSTEM CHLORIDE RESIDUAL, AND IF NOT FOUND, TO CONTINUE FLUSHING UNTIL RESIDUALS ARE RESTORED TO LEVELS MAINTAINED IN THE DISTRIBUTION SYSTEM BY THE WATER UTILITY—IF THE SYSTEM OPERATES WITH A DISINFECTANT RESIDUAL.

4.11.3.2

CONTROLLED PIPE REPAIR WITH DEPRESSURIZATION AFTER SHUTDOWN. IN THIS SITUATION, AFTER THE REPAIR SITE HAS BEEN EXPOSED AND SECURED FROM TRENCH SOIL/WATER CONTAMINATION, THE WATER MAIN IS DEPRESSURIZED BY A SHUTDOWN TO COMPLETE THE REPAIR. THE REPAIR SITE SHOULD BE CLEANED AND DISINFECTED BY SPRAYING OR SWABBING WITH A MINIMUM 1 PERCENT CHLORIDE SOLUTIONS. THE WATER MAIN IS THEN RETURNED TO SERVICE WITH FLUSHING TO SCOUR THE PIPE AND OBTAIN THREE VOLUMES OF WATER TURNS, MAKING SURE THAT THE FLUSHED WATER IS VISUALLY CLEAR. IT IS ADVISABLE TO CHECK FOR A TYPICAL SYSTEM CHLORIDE RESIDUAL, AND IF NTO FOUND, TO CONTINUE FLUSHING UNTIL RESIDUALS ARE RESTORED TO LEVELS MAINTAINED IN THE DISTRIBUTION SYSTEM BY THE WATER UTILITY—IF THE SYSTEM OPERATES WITH A DISINFECTANT RESIDUAL.

**AWWA C651-14 SECTION 4.11: DISINFECTION PROCEDURES WHEN CUTTING INTO OR REPAIRING EXISTING MAINS (CONTINUED)**

WHEN THE EXISTING PIPE HAS TO BE OPENED AND THE INTERIOR SURFACES OF THE WATER SYSTEM EXPOSED TO THE ENVIRONMENT, ADDITIONAL PROCEDURES NEED TO BE FOLLOWED. THE EXISTING PIPE SHOULD BE INSPECTED AND CLEANED WITH THE HELP OF FLUSHING WATER INTO THE TRENCH, WHERE POSSIBLE, UNTIL THE FLUSH WATER RUNS VISUALLY CLEAR. THE REPAIR SITE SHOULD BE ACCESSIBLE AND THE TRENCH ADEQUATELY DEWATERED SO THAT THE REPAIR SITE CAN BE CLEANED AND DISINFECTED BY SPRAYING OR SWABBING WITH A MINIMUM 1 PERCENT CHLORINE SOLUTION. ADDITIONALLY, ANY ACCESSIBLE UPSTREAM AND DOWNSTREAM INTERIOR OF THE EXISTING PIPE SHOULD BE DISINFECTED BY SWABBING OR SPRAYING WITH A MINIMUM OF 1 PERCENT CHLORIDE SOLUTION. IF THE REPAIR REQUIRES A FULL PIPE SECTION REPLACEMENT, THE NEW PIPE SHOULD BE INSPECTED, CLEANED AND DISINFECTED FROM BOTH ENDS BY SWABBING WITH A MINIMUM 1 PERCENT CHLORIDE SOLUTION. THE WATER MAIN MAY THEN BE RETURNED TO SERVICE AFTER FLUSHING TO SCOUR THE PIPE AND OBTAIN THREE VOLUMES OF WATER TURNOVER. THE FLUSHED WATER SHOULD RUN VISUALLY CLEAR, HAVE A MEASURABLE CHLORIDE RESIDUAL IF THE SYSTEM OPERATES WITH A RESIDUAL, AND BE CHECKED WITH BACTERIOLOGICAL TESTING. THE PIPELINE MAY BE RETURNED TO SERVICE PRIOR TO OBTAINING BACTERIOLOGICAL RESULTS.

4.11.3.3

UNCONTROLLED PIPE BREAK WITH A LIKELIHOOD OF WATER CONTAMINATION OR LOSS OF SANITARY CONDITIONS DURING REPAIR. IN SITUATIONS IN WHICH THE EXISTING MAIN TO BE REPAIRED COULD NOT BE PROTECTED AND KEPT FREE OF CONTAMINATION AND THERE ARE OBVIOUS SIGNS OF CONTAMINATION (E.G., MUDDY TRENCH WATER FLOWING INTO THE BROKEN PIPE AND A LEAKING SEWER PIPE IN THE TRENCH, OR CATASTROPHIC PIPE FAILURE WHERE PIPE IS OPEN AND THERE IS A LIKELIHOOD THAT CONTAMINATION WAS DRAWN INTO THE ACTIVE SYSTEM) OR WHEN A CONTROLLED REPAIR SITUATION TURNS INTO A SITUATION IN WHICH THE INTERNAL PIPE AND WATER HAVE BECOME CONTAMINATED, THE PROCEDURES OUTLINES IN SEC. 4.3, 4.4, 4.5, OR 4.6 SHOULD BE FOLLOWED WHERE PRACTICAL. THE METHODS SPECIFY CHLORINE DOSES OF 25–300 MG/L; HOWEVER, SUCH LEVELS MAY PRESENT GREATER HARM IF THE LINE OR SERVICE CANNOT BE RELIABLY ISOLATED OR SHUT DOWN EXPOSURE OF CUSTOMERS TO HIGH CONCENTRATIONS OF CHLORINE CANNOT BE CONTROLLED. FREE CHLORINE RESIDUALS UP TO 4 MG/L (BASED ON ANNUAL AVERAGES) ARE ALLOWED BY FEDERAL DRINKING WATER REGULATIONS; THEREFORE THIS LEVEL IS SUGGESTED AS A MINIMUM TO BE MAINTAINED FOR AT LEAST 16 HR IN CONJUNCTION WITH FLUSHING, COLIFORM SAMPLING, AND ASSOCIATED CUSTOMER EDUCATION. SUCH SITUATIONS REQUIRE CAREFUL REVIEW AND NEED TO BALANCE THE PUBLIC HEALTH RISKS OF THE PIPELINE FAILURE AS WELL AS THE REPAIR PROCESS.

WHERE PRACTICAL AND APPROPRIATE CONSIDERING THE RISKS OF PUBLIC EXPOSURE TO HIGH CONCENTRATIONS OF CHLORINE, IN ADDITION TO THE PROCEDURES PREVIOUSLY DESCRIBED IN THIS STANDARD, THE SECTION OF PIPE IN WHICH THE BREAK IS LOCATED SHALL BE ISOLATED, ALL SERVICE CONNECTIONS SHUT OFF, AND THE SECTION FLUSHED AND DISINFECTED. IF THE SLUG CHLORINATION METHOD IS EMPLOYED, THE DOSE MAY BE INCREASED TO AS MUCH AS 300 MG/L AND THE CONTACT TIME REDUCED TO AS LITTLE AS 15 MIN. AFTER CHLORINATION AND REPAIR, PERFORM SCOUR FLUSHING AS 3.0 FT/SEC (0.91 M/SEC) OR GREATER FOR A MINIMUM OF THREE PIPE VOLUMES AND CONTINUE UNTIL DISCOLORED WATER IS NOT OBSERVED AND THE CHLORINE RESIDUA IS RESTORED TO THE LEVELS MAINTAINED IN THE DISTRIBUTION SYSTEM BY THE WATER UTILITY.

FOR LARGER-DIAMETER PIPE (12 IN. AND GREATER), IF A WATER VELOCITY OF 3.0 FT/SEC (0.91 M/SEC) CANNOT BE ACHIEVED, IT IS A DESIRABLE TO FLUSH AT THE MAXIMUM FLOW FOR THE MAIN UNTIL THREE PIPE VOLUMES HAVE BEEN DISPLACED BEFORE RETURNING THE MAIN TO SERVICE. THE FLUSHED WATER SHOULD RUN VISUALLY CLEAR, AND HAVE TYPICAL SYSTEM CHLORINE RESIDUAL (IF THE SYSTEM OPERATES WITH A DISINFECTANT RESIDUAL).

FOR VERY-LARGE-DIAMETER PIPE (WHERE PERSONNEL MAY SAFELY ENTER THE PIPE), IN LIEU OF FLUSHING FOLLOWING DISINFECTION, THE INTERIOR OF THE PIPE AT THE REPAIR SITE MAY BE CLEARED BY SWEEPING OR HIGH PRESSURE WASH USING POTABLE WATER BEFORE DISINFECTION. STANDING WATER AND DEBRIS FROM THE CLEANING MUST BE REMOVED FROM THE PIPE PRIOR TO DISINFECTION. THE AFFECTED PIPE SHALL BE DISINFECTED BY SWABBING OR SPRAYING WITH A MINIMUM 1 PERCENT CHLORINE SOLUTION.

AFTER FOLLOWING THE APPROPRIATE METHODS ABOVE, PRIOR TO RETURNING THE PIPE TO SERVICE, THE EFFICACY OF THE DISINFECTION PROCEDURE SHALL BE VERIFIED BY TESTING FOR THE ABSENCE OF COLIFORM BACTERIA. IF ALLOWED BY LOCAL REGULATIONS, THE PIPELINE MAY BE RETURNED TO LIMITED SERVICE PRIOR TO OBTAINING BACTERIOLOGICAL RESULTS WITH PROPER NOTIFICATION OF THE AFFECTED CUSTOMERS.

4.11.4 TEMPORARY SERVICE LINES

TEMPORARY WATER SERVICE LINES TO CUSTOMERS DURING MAIN REPAIR ACTIVITIES SHALL BE DISINFECTED PRIOR TO USE. MATERIALS SHALL MEET THE NSF/ANSI 61 CERTIFICATION FOR POTABLE WATER USE. DISINFECTION SHOULD BE ACCOMPLISHED BY THE PROCEDURES IN SEC. 4.4 OR 4.5 FOLLOWED BY SCOUR FLUSHING AT 3.0 FT/SEC (0.91 M/SEC) OR GREATER FOR A MINIMUM OF THREE PIPE VOLUMES (SEE TABLE 3), OR UNTIL THE WATER RUNS VISUALLY CLEAR AND PREFERABLY A MEASURABLE CHLORINE RESIDUAL IS RESTORED.

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0 1  
Bar represents 1" at  
FULL size plotted  
scale. Percentage  
to 1" to be applied  
to stated scales.

NO.	DATE	REVISIONS		

**ELDAMAIN WATER MAIN LOOP**

**GENERAL NOTES AND  
CONSTRUCTION SPECIFICATIONS**

DATE: MARCH	2024
PROJECT NO:	Y02319
FILE:	Y02319-CVR
SHEET	<b>3</b> OF <b>50</b>

Path: H:\S05KPROJ\YO\_YORKVILLE\2023\Y02319.DWG FINAL ENG\Y02319-CVR



Plotted: November 20, 2024 @ 2:45 PM By: Jim Schmidt -- Tab: 04 50Q -- 22x34

SUMMARY OF QUANTITIES

ITEM NO.	ITEM	UNIT	QUANTITY
WATER MAIN IMPROVEMENTS			
1	TREE REMOVAL	AC	0.23
2	CONNECTION TO EXISTING WATER MAIN, 16-INCH	EACH	3
3	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	LF	24
4	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH	LF	11,141
5	GATE VALVE AND VALVE VAULT, 12-INCH	EACH	2
6	BUTTERFLY VALVE AND VALVE VAULT, 16-INCH	EACH	17
7	PRESSURE CONNECTION, 16-INCH	EACH	1
8	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	11
9	FIRE HYDRANT TO BE REMOVED	EACH	1
10	DUCTILE IRON FITTINGS	LB	10,768
11	STEEL CASING PIPE, 30-INCH (.3" WALL THICKNESS) BORED AND JACKED	LF	252
12	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TONS	200
13	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TONS	200
14	FOUNDATION MATERIAL	CY	200
15	EXPLORATORY EXCAVATION	EACH	8
16	VALVE VAULT TO BE REMOVED	EACH	1
17	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1
18	FULL DEPTH PAVEMENT PATCHING	SY	63
19	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SY	59
20	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	SY	55
21	MAILBOX TO BE REMOVED AND RESET	EACH	1
22	STABILIZED CONSTRUCTION ENTRANCE	EACH	5
23	PERIMETER EROSION BARRIER	LF	11,141
24	DRAIN TILE REPLACEMENT	LF	200
25	RESTORATION	L SUM	1
26	TRAFFIC CONTROL AND PROTECTION	LS	1
27	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	100,000

LEGEND

EXISTING	DESCRIPTION	PROPOSED
	SANITARY SEWER	
	SANITARY SEWER FORCEMAIN	
	STORM SEWER	
	WATER MAIN	
	WATER SERVICE & B-BOX	
	SEWER SERVICE	
	CONTOUR	
	FENCE	
	GUARDRAIL	
	GAS MAIN	
	TELEPHONE CABLE	
	FIBER OPTIC	
	OVERHEAD UTILITY	
	UNDERGROUND ELECTRIC	
	UNDERGROUND CABLE TV	
	SILT FENCE	
	MANHOLE	
	CATCH BASIN	
	INLET	
	FLARED END SECTION	
	STORM SEWER CLEANOUT	
	WELL	
	FIRE HYDRANT	
	VALVE VAULT	
	VALVE BOX	
	REDUCER	
	SANITARY SEWER CLEANOUT	
	LIGHT POLE	
	BOLLARD	
	GAS VALVE	
	MAILBOX	
	ELECTRIC MANHOLE	
	ELECTRIC PEDESTAL	
	CABLE TV PEDESTAL	
	TELEPHONE PEDESTAL	
	HANDHOLE	
	SIGNAL VAULT	
	TRAFFIC CONTROL VAULT	
	TRAFFIC SIGNAL STANDARD	
	LIGHT POLE	
	SOIL BORING	
	SIREN	
	DECIDUOUS TREE	
	CONIFEROUS TREE	
	BUSH	
	TREE LINE	
	SPOT GRADE	
	TRENCH BACKFILL	
	SIGNS	
	FOUND IRON PIPE	
	GUY ANCHOR	
	FLAG POLE	
	UTILITY POLE	
	UTILITY PEDESTAL	
	HANDHOLE	
	STRUCTURE TO BE ADJUSTED	
	FILL & ABANDON WATER VALVE VAULT	
	HOME ADDRESS	

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KENDALL COUNTY, ILLINOIS

0 1  
Bar represents 1" at  
FULL size plotted  
scale. Percentage  
to 1" to be applied  
to stated scales.

1	11/19/24	ADDENDUM NO. 1
NO.	DATE	REVISIONS

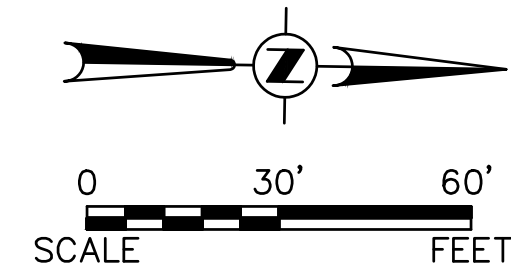
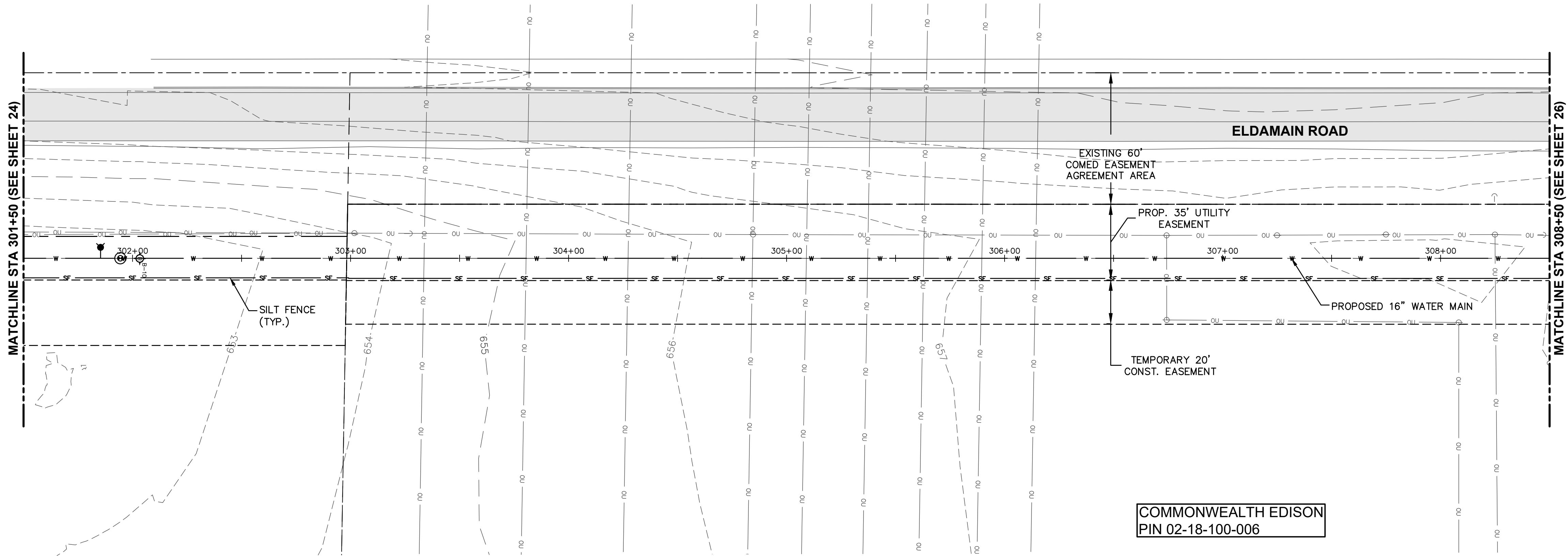
ELDAMAIN WATER MAIN LOOP  
NORTH

SUMMARY OF QUANTITIES  
AND LEGEND

DATE: OCTOBER	2024
PROJECT NO:	Y02319
FILE:	Y02319--CVR NORTH
SHEET	4 OF 29

Path: H:\SDSKPROJ\VO\_YORKVILLE\2023\Y02319\DWG FINAL ENG NORTH\Y02319--CVR NORTH

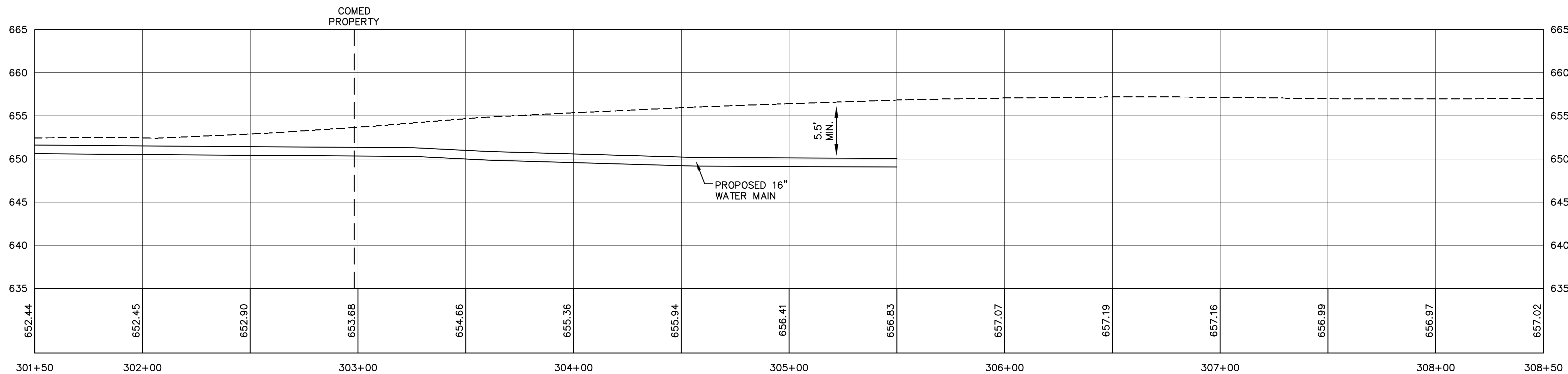
Plotlet: June 27, 2024 @ 9:55 AM By: Kris Pung - Tab: 25 Eldamain Rd



WATER MAIN STRUCTURES

- XA** VALVE VAULT NO. XA  
12" GATE VALVE  
IN 60" VAULT  
STA XX+XX, XX.X' RT/LT  
RIM = XXX.XX
- XB** FIRE HYDRANT NO. XB  
AND 6" AUX. VALVE  
STA XX+XX, XX' RT/LT  
BURY ELEV. = XXX.XX

COMMONWEALTH EDISON  
PIN 02-18-100-006



LEGEND

- HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT
- PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT
- HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT
- COMB CONC C&G REMOVAL AND REPLACEMENT
- WATER MAIN TRENCH
- INLET FILTER

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YORKVILLE, IL 60560

NO.	DATE	REVISIONS

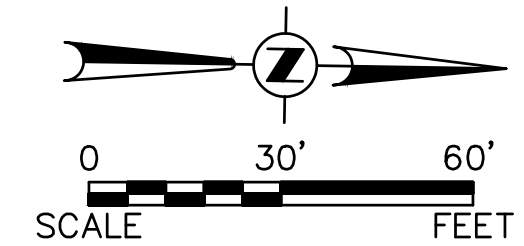
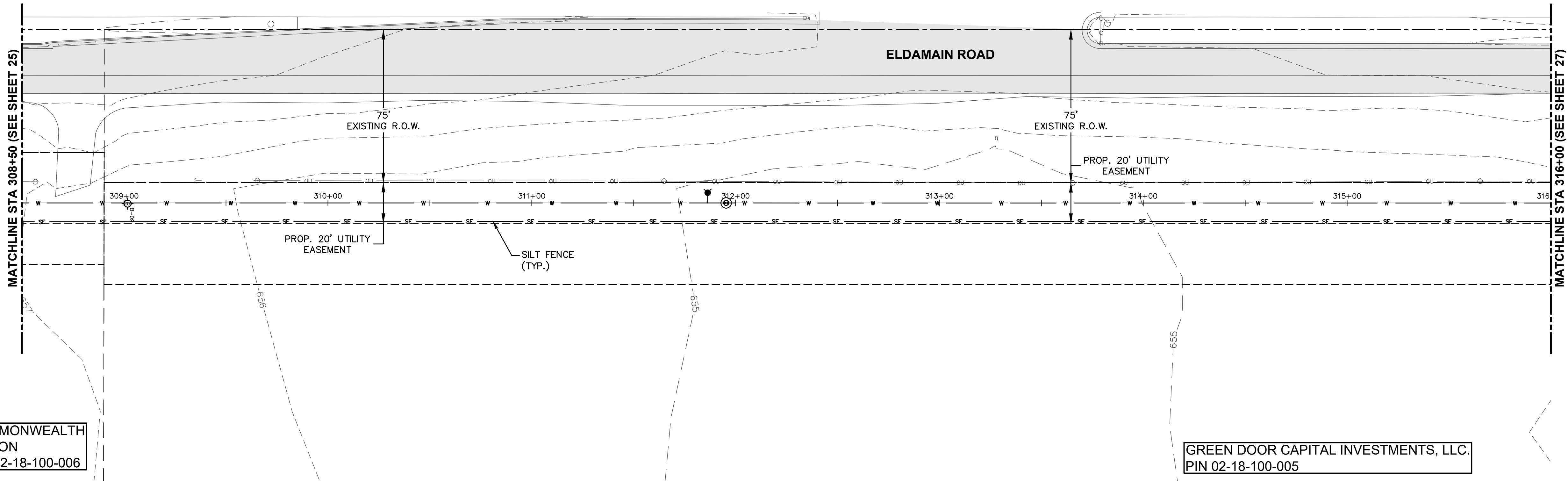
**ELDAMAIN WATER MAIN LOOP**

**ELDAMAIN ROAD**  
**PLAN AND PROFILE**  
**STA 301+50 TO STA 308+50**

DATE: MARCH	2024
PROJECT NO:	Y02319
FILE:	Y02319-PP02-30SC
SHEET	<b>25</b> OF <b>50</b>

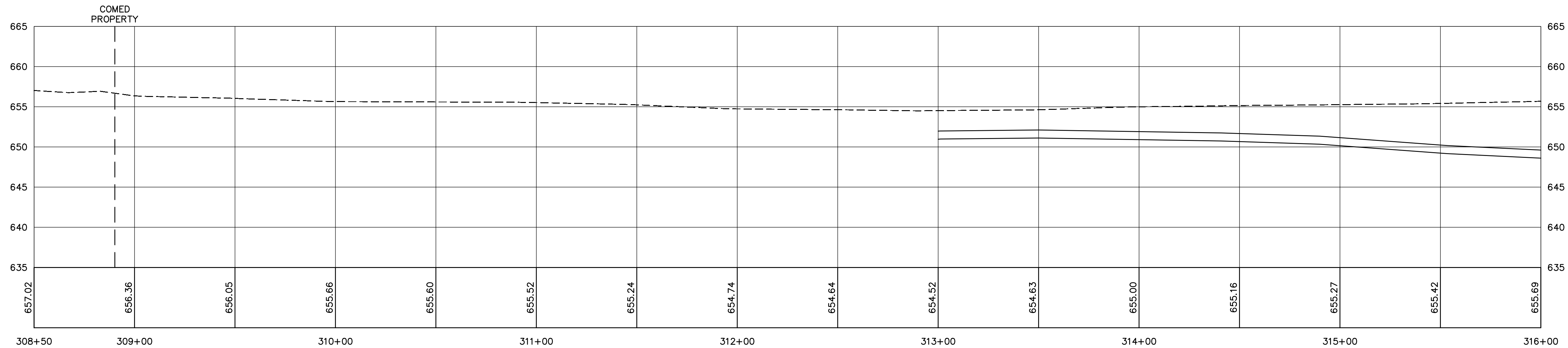
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Plotted: June 27, 2024 @ 9:55 AM By: Kris Pung - Tab: 26 Eldamain Rd



WATER MAIN STRUCTURES

- XA VALVE VAULT NO. XA  
12" GATE VALVE  
IN 60" VAULT  
STA XX+XX, XX.X' RT/LT  
RIM = XXX.XX
- XB FIRE HYDRANT NO. XB  
AND 6" AUX. VALVE  
STA XX+XX, XX' RT/LT  
BURY ELEV. = XXX.XX



LEGEND

- HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT
- PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT
- HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT
- COMB CONC C&G REMOVAL AND REPLACEMENT
- WATER MAIN TRENCH
- INLET FILTER

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NO.	DATE	REVISIONS

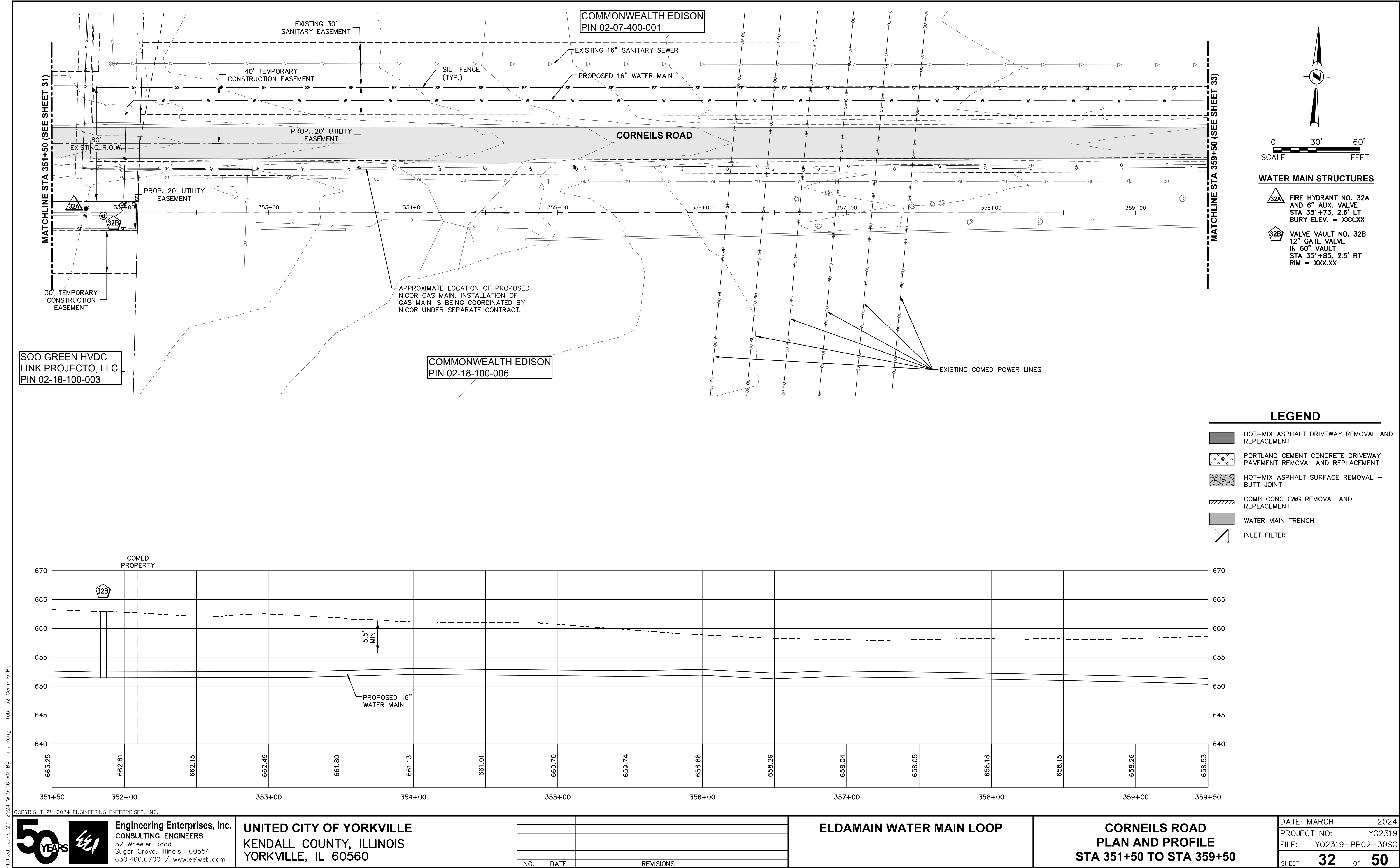
ELDAMAIN WATER MAIN LOOP

ELDAMAIN ROAD  
PLAN AND PROFILE  
STA 308+50 TO STA 316+00

DATE: MARCH	2024
PROJECT NO:	Y02319
FILE:	Y02319-PP02-30SC
SHEET	26 OF 50

PATH:\305\PROJ\Y0-YORKVILLE\Y02319\DWG-FINAL-ENG\Y02319-PP02-30SC

Plotted: June 27, 2024 @ 9:56 AM By: Kris Pung - Tab: 32\_Corneils Rd



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YORKVILLE, IL 60560

NO.	DATE	REVISIONS

**ELDAMAIN WATER MAIN LOOP**

**CORNEILS ROAD**  
**PLAN AND PROFILE**  
**STA 351+50 TO STA 359+50**

DATE: MARCH 2024  
PROJECT NO: Y02319  
FILE: Y02319-PP02-30SC

SHEET **32** OF **50**

PATH: \\SUSKPROJ\0 - YORKVILLE\2023\Y02319\DWG\FINAL\_ENG\Y02319-PP02-30SC





Plotted: June 27, 2024 @ 9:57 AM By: Kris Pung - Tab: 42\_SWPPP - 22x34

STORMWATER POLLUTION PREVENTION PLAN

A COPY OF THIS PLAN, ALONG WITH ALL INSPECTION REPORTS, WILL BE KEPT AT THE SITE AT ALL TIMES. THE PERMITEE SHALL RETAIN COPIES OF STORMWATER POLLUTION PREVENTION PLANS AND ALL REPORTS AND NOTICES REQUIRED BY THIS PERMIT FOR A PERIOD OF AT LEAST THREE YEARS FROM THE DATE THE PERMIT COVERAGE EXPIRES OR IS TERMINATED.

SITE DESCRIPTION:

PROJECT NAME AND LOCATION:  
ELDAMAIN WATER MAIN LOOP,  
UNITED CITY OF YORKVILLE, IL  
PROJECT DESCRIPTION:  
INSTALL 16" AND 12" DUCTILE IRON WATER MAIN AND APPURTENANCES.  
TOTAL AREA DISTURBED = 6.0 ACRES  
RUNOFF COEFFICIENT OF SITE AFTER CONSTRUCTION = 0.05  
SOILS:

- 67A -HARPSTER SILT CLAY LOAM, 3.6 AC
- 148C2 -PROCTOR SILT LOAM, 0.6 AC
- 149A -BRENTON SILT LOAM, 1.7 AC
- 152A -DRUMMER SILT CLAY LOAM, 3.7 AC
- 206A -THORP SILT LOAM, 2.3 AC
- 325B -DRESDEN SILT LOAM, 1.5 AC
- 330A -PEOTONE SILT CLAY LOAM, 13.9 AC
- 663A -CLARE SILT LOAM, 16.5 AC
- 663B -CLARE SILT LOAM, 2.0 AC
- 679A -BLACKBERRY SILT LOAM, 16.8 AC
- 791B -RUSH SILT LOAM, 0.2 AC

RECEIVING WATERS: ROB ROY CREEK  
EXISTING SITE CONDITIONS: AGRICULTURE

SEQUENCE OF CONSTRUCTION ACTIVITIES

- 1. INSTALL EROSION CONTROL MEASURES
- 2. CONSTRUCT WATER MAIN
- 3. BACKFILL WATER MAIN TRENCH
- 4. RESTORE AGRICULTURAL FIELD
- 5. REMOVE TEMPORARY EROSION CONTROL MEASURES ONCE VEGETATION HAS BEEN ESTABLISHED

EROSION AND SEDIMENT CONTROLS

REFER TO THE PLAN AND PROFILE SHEETS IN THIS PLAN SET.

EROSION AND SEDIMENT CONTROL MUST BE INSTALLED PER ILLINOIS URBAN MANUAL.  
TEMPORARY SEEDING - AS NEEDED PER DETAIL  
PERMANENT SEEDING - PER PLAN  
SILT FENCE - PER PLAN  
VEGETATIVE FILTERS - PRESERVE EXISTING GRASS AND VEGETATION  
DOWNSTREAM OF IMPROVEMENTS TO ACT AS A VEGETATIVE FILTER.  
ADDITIONAL EROSION AND SEDIMENT CONTROLS WILL BE INSTALLED AT THE DIRECTION OF THE CITY OR RESIDENT ENGINEER.  
PERMANENT STABILIZATION - ALL DISTURBED AREAS WILL BE SEEDED, FERTILIZED, AND HYDOMULCHED.

STORMWATER MANAGEMENT

RUNOFF WILL TRAVEL OVERLAND TO THE EXISTING DITCHES OR TO ROB ROY CREEK.

WASTE DISPOSAL

ALL WASTE MATERIAL WILL BE COLLECTED AND DISPOSED OF PROPERLY. THE PROJECT SITE WILL BE KEPT CLEAR OF ALL HUMAN AND CONSTRUCTION DEBRIS. NO WASTE MATERIAL, INCLUDING GAS OR OIL, WILL BE BURIED ON-SITE.

HAZARDOUS WASTE WILL BE DISPOSED OF AS SPECIFIED BY THE CITY ENGINEER, THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, OR THE MANUFACTURER OF THE MATERIAL, WHICH EVER IS STRICTER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR THE PROPER DISPOSAL OF ALL HAZARDOUS WASTE PRODUCED AS A PART OF THIS CONSTRUCTION PROJECT.

SANITARY WASTE WILL BE COLLECTED IN PORTABLE UNITS AND DRAINED AS SPECIFIED BY THE CITY ENGINEER.

ANY SPILLED OIL, GAS, OR OTHER CONSTRUCTION MATERIAL WILL BE CONTAINED AND CLEANED IMMEDIATELY. CONTAMINATED SOIL WILL BE DISPOSED OF IN AN APPROVED MANNER AT A LICENSED LANDFILL.

A SINGLE CONCRETE WASHOUT AREA WILL BE DESIGNATED BY THE CONTRACTOR FOR USE DURING THE DURATION OF THE PROJECT. THE WASHOUT AREA WILL BE DUG OUT OR BERMED UP TO CONTAIN ALL WASHOUT MATERIAL. ALL AFFECTED SOILS AND CONCRETE SPOILS WILL BE REMOVED FROM THE SITE UPON COMPLETION OF THE CONCRETE PLACEMENT ACTIVITIES.

OTHER REQUIREMENTS

THE KENDALL COUNTY STORMWATER MANAGEMENT ORDINANCE WILL GOVERN ALL EROSION CONTROL AND STORMWATER MANAGEMENT OPERATIONS.

IF ANY SITE AREA IS TO REMAIN DISTURBED FOR OVER 7 DAYS THEN THE CONTRACTOR MUST INITIATE STABILIZATION MEASURES.

NO FUEL OR OIL WILL BE STORED ON-SITE WITHOUT PROPER CONTAINMENT AND WRITTEN PERMISSION FROM THE UNITED CITY OF YORKVILLE.

THE CONTRACTOR WILL PREVENT OFF-SITE TRACKING OF SEDIMENTS. IF THE PROPOSED EROSION CONTROL MEASURES ARE NOT SUFFICIENT, FURTHER MEASURES MUST BE IMPLEMENTED. ANY SEDIMENT LEFT ON THE PUBLIC ROADWAY WILL BE CLEANED OFF EVERY NIGHT.

DUST CONTROL, IF DEEMED NECESSARY BY THE CITY ENGINEER, WILL BE DONE BY MEANS OF A WATER TRUCK SPRAYING WATER ON THE SURFACE OF THE SITE.

NON-STORMWATER DISCHARGES

IT IS EXPECTED THAT THE FOLLOWING NON-STORMWATER DISCHARGES WILL OCCUR FROM THIS SITE DURING THE CONSTRUCTION PERIOD:

- PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED
- DUST CONTROL WATER

ALL NON-STORMWATER DISCHARGES WILL BE SHEET DRAINED OFF SITE.

MAINTENANCE AND INSPECTION PROCEDURES

THE GENERAL CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REGULAR INSPECTION OF ALL EROSION CONTROL MEASURES AND FOR RECORDING AND KEEPING A RECORD OF EACH INSPECTION. THIS PROCESS WILL CONTINUE UNTIL FINAL STABILIZATION IS ACHIEVED AND A NOTICE OF TERMINATION IS RECEIVED BY THE OWNER. INSPECTIONS WILL BE PERFORMED AND RECORDED BY QUALIFIED INDIVIDUALS EVERY WEEK (MINIMUM) AND WITHIN 24 HOURS OF A 1/2" RAINFALL EVENT. A QUALIFIED INDIVIDUAL IS EITHER A LICENSED PROFESSIONAL ENGINEER (P.E.), A CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC), A CERTIFIED EROSION SEDIMENT AND STORM WATER INSPECTOR (CESSWI) OR OTHER KNOWLEDGEABLE PERSON WHO POSSESSES THE SKILLS TO ASSESS CONDITIONS AT THE CONSTRUCTION SITE THAT COULD IMPACT STORM WATER QUALITY AND TO ASSESS THE EFFECTIVENESS OF ANY SEDIMENT AND EROSION CONTROL MEASURES SELECTED TO CONTROL THE QUALITY OF STORMWATER DISCHARGES FROM THE CONSTRUCTION ACTIVITIES. IF THE INSPECTOR IS NOT A P.E., CPESC, OR CESSWE, THEN THE INSPECTORS QUALIFICATIONS AND EXPERIENCE MUST BE SUMMARIZED ON THE INSPECTION FORMS.

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

ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER. ANY NECESSARY REPAIRS WILL BE INITIATED IMMEDIATELY.

SEDIMENT BUILDUP WILL BE REMOVED FROM SILT FENCES WHEN IT HAS REACHED 1/3 THE HEIGHT OF THE FABRIC.

SEDIMENT BUILDUP WILL BE REMOVED FROM OTHER EROSION CONTROLS AS NEEDED TO MAINTAIN STORMWATER FLOW THROUGH THE SITE AND AVOID SEDIMENT FROM BYPASSING THE EROSION CONTROLS.

EROSION CONTROL MEASURES WILL BE REPAIRED, MAINTAINED, OR INCREASED AT THE DIRECTION OF THE CITY ENGINEER.

A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. THE REPORT SHALL SUMMARIZE THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE STORMWATER POLLUTION PREVENTION PLAN, AND ACTIONS TAKEN TO SOLVE ANY PROBLEMS OBSERVED.

ADDITIONAL SOIL AND WATER CONSERVATION NOTES:

STOCKPILES OF SOIL AND OTHER BUILDING MATERIALS TO REMAIN IN PLACE MORE THAN TREE (3) DAYS SHALL BE FURNISHED WITH EROSION AND SEDIMENT CONTROL MEASURES (I.E. PERIMETER SILT FENCE). STOCKPILES NOT BEING ACTIVITY WORKED AND TO REMAIN IN PLACE FOR 14 DAYS OR MORE SHALL RECEIVE TEMPORARY SEEDING.

DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS IN THE ILLINOIS URBAN MANUAL REVISED, LATEST EDITION.

A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.

PRIOR TO COMMENCING LAND-DISTURBING ACTIVITIES IN AREAS OTHER THAN INDICATED ON THESE PLANS, (INCLUDING BUT NOT LIMITED TO, ADDITIONAL PHASES OF DEVELOPMENT AND OFF-SITE BORROW OF WASTE AREAS) THE NEED FOR SUPPLEMENTARY EROSION CONTROL MEASURES SHALL BE DISCUSSED WITH THE CITY AND/OR THE RESIDENT ENGINEER.

THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE CITY OR THE RESIDENT ENGINEER.

DURING DEWATERING OPERATIONS, WATER WILL BE PUMPED INTO SEDIMENT BASINS OR SILT TRAPS. DEWATERING DIRECTLY INTO FIELD TILES OR STORMWATER STRUCTURES IS PROHIBITED.

THE CONDITION OF THE CONSTRUCTION SITE FOR WINTER SHUTDOWN SHALL BE ADDRESSED EARLY IN THE FALL GROWING SEASON SO THAT SLOPES AND OTHER BARE EARTH AREAS MAY BE STABILIZED WITH TEMPORARY AND/OR PERMANENT VEGETATIVE COVER FOR PROPER EROSION AND SEDIMENT CONTROL. ALL OPEN AREAS THAT ARE TO REMAIN IDLE THROUGHOUT THE WINTER SHALL RECEIVE TEMPORARY EROSION CONTROL MEASURES INCLUDING TEMPORARY SEEDING, MULCHING AND/OR EROSION CONTROL BLANKET PRIOR TO THE END OF THE FALL GROWING SEASON. THE AREAS TO BE WORKED BEYOND THE END OF THE GROWING SEASON MUST INCORPORATE SOIL STABILIZATION MEASURES THAT DO NOT RELY ON VEGETATIVE COVER SUCH AS EROSION CONTROL BLANKET AND HEAVY MULCHING.

BERMS MUST BE STABILIZED IMMEDIATELY UPON RECEIVING FINAL GRADING. STRAW MULCH WITH NETTING OR EROSION CONTROL BLANKET SHALL BE USED ON SIDE SLOPES AND SUMMIT.

PRIORITY SHALL BE GIVEN TO THE COMPLETION AND STABILIZATION OF THE DETENTION AREAS. WORK IN THESE AREAS SHALL NOT BE PROLONGED IN ATTEMPT THAT ALL FINAL GRADING AND STABILIZATION CAN TAKE PLACE AT ONE TIME.

ALL ADJACENT STREETS MUST BE KEPT CLEAR OF DEBRIS, INSPECTED DAILY, AND CLEANED WHEN NECESSARY.

IT IS THE RESPONSIBILITY OF THE LAND OWNER AND/OR GENERAL CONTRACTOR TO INFORM ANY SUBCONTRACTORS WHO MAY PERFORM WORK ON THIS PROJECT, OF THE REQUIREMENTS IN IMPLEMENTING AND MAINTAINING THESE EROSION CONTROL PLANS AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS SET FORTH BY THE ILLINOIS EPA.

NOTES:

- 1. WINTER SHUTDOWN SHALL BE ADDRESSED EARLY IN FALL GROWING SEASON SO THAT SLOPES AND OTHER BARE EARTH AREAS MAY BE STABILIZED WITH TEMPORARY AND/OR PERMANENT VEGETATIVE COVER FOR PROPER EROSION AND SEDIMENT CONTROL.
- 2. STRAW BALES SHALL NOT BE USED AS A SUBSTITUTE FOR THE PROPOSED INLET PROTECTORS.

CONTRACTOR'S CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (ILR10) THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS A PART OF THIS CERTIFICATION.

GENERAL CONTRACTOR

COMPANY NAME

COMPANY ADDRESS

COMPANY PHONE NUMBER

PRINTED NAME AND TITLE

SIGNATURE

DATE

SUB-CONTRACTOR #1

SUB-CONTRACTORS RESPONSIBILITY

COMPANY NAME

COMPANY ADDRESS

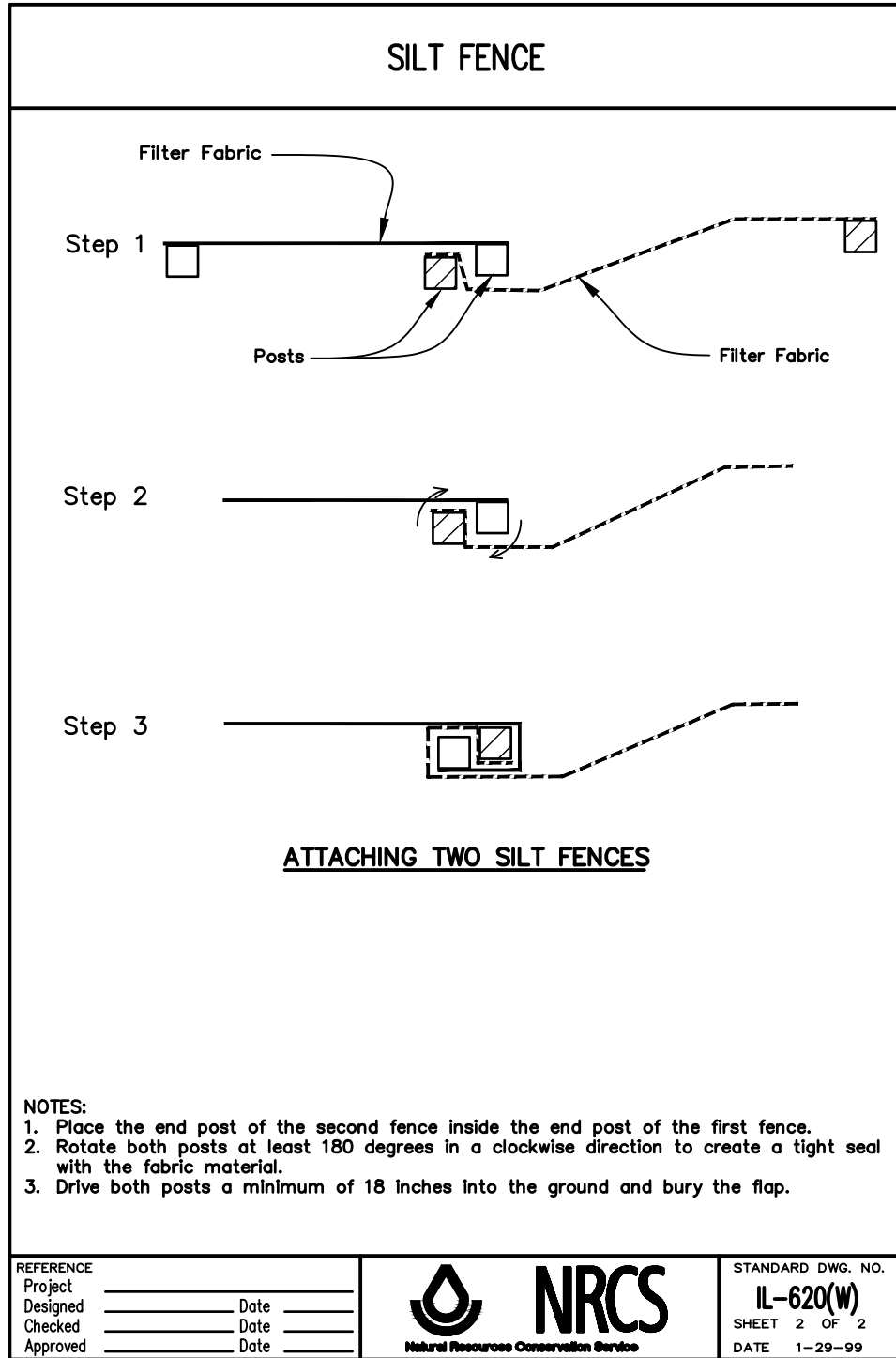
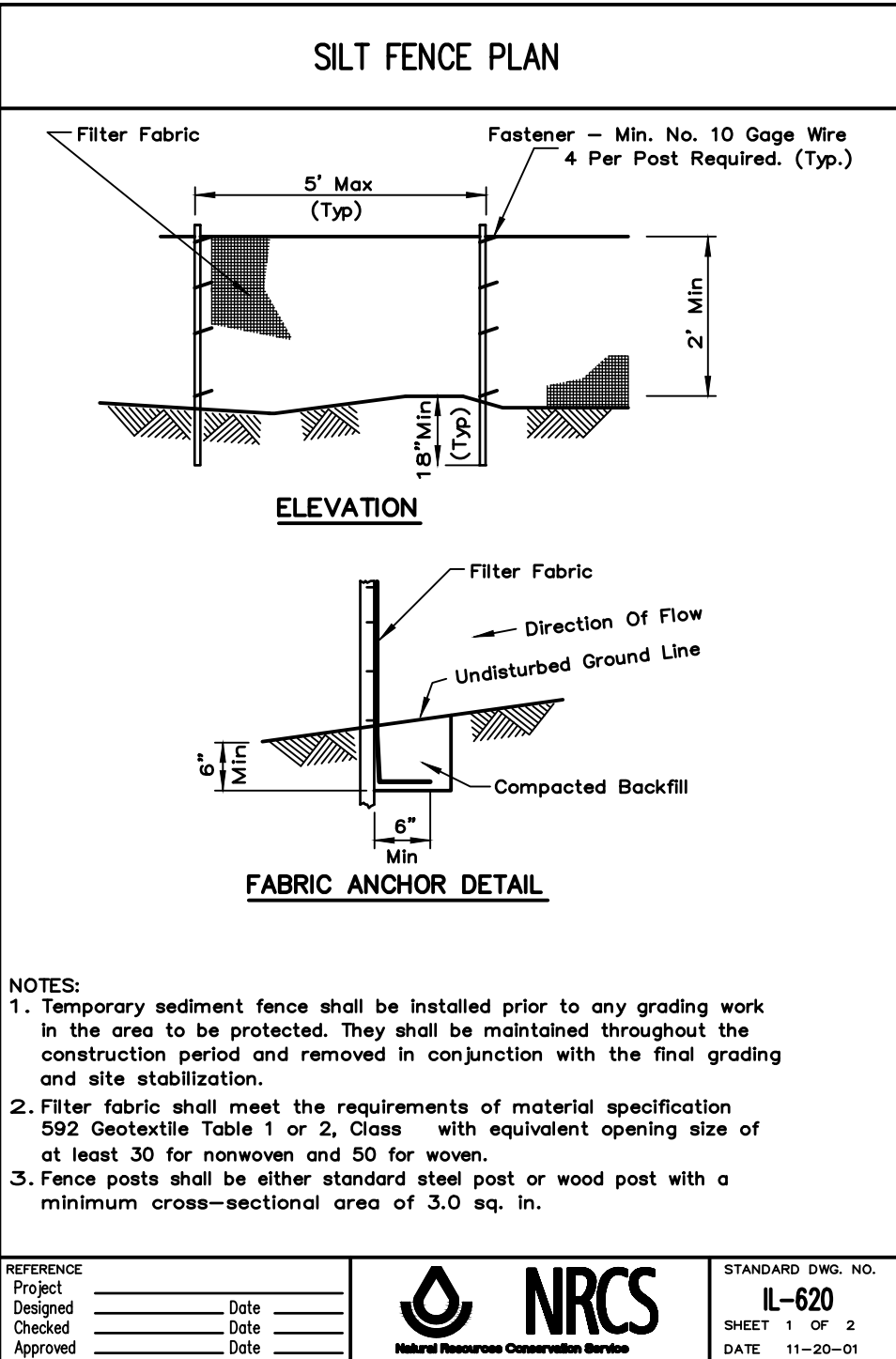
COMPANY PHONE NUMBER

PRINTED NAME AND TITLE

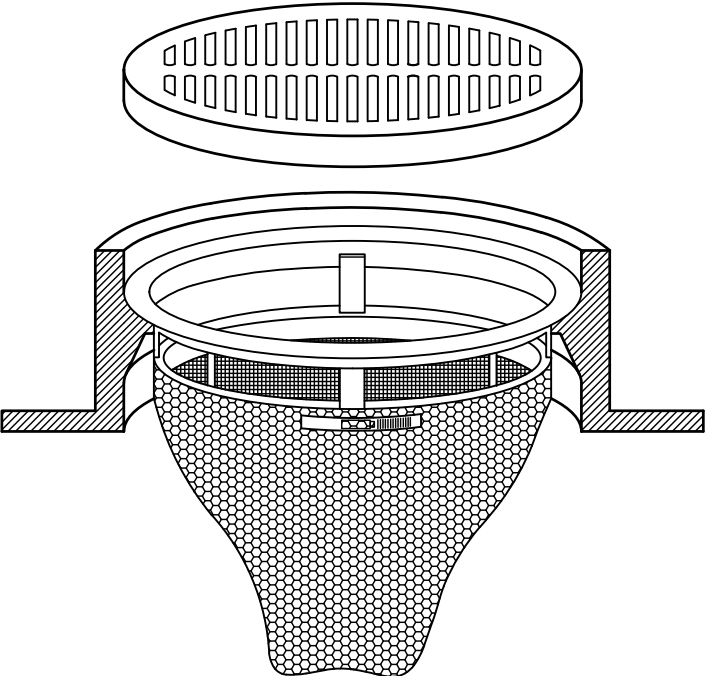
SIGNATURE

DATE

USE ADDITIONAL SHEETS FOR ADDITIONAL SUB-CONTRACTORS. EACH SHEET WILL HAVE THE PROJECT NAME AND LOCATION AS DESCRIBED IN THE SITE DESCRIPTION ON THIS SHEET. EACH ADDITIONAL SUB-CONTRACTOR WILL PROVIDE THEIR RESPONSIBILITY, COMPANY NAME, ADDRESS AND PHONE NUMBER, PRINTED NAME AND TITLE, SIGNATURE AND DATE. THIS INFORMATION WILL BE KEPT WITH THIS PLAN.



WITHIN 5' OF TRAIL, PARKING LOT AND OTHER DISTURBANCES - 16.5 LBS./AC. TIMOTHY 16.5 LBS./AC. ORCHARD GRASS 16.5 LBS./AC. KENTUCKY BLUE GRASS	
TANNER ROAD RIGHT OF WAY - IDOT CLASS 2A SALT TOLERANT ROADSIDE MIX	
ALL OTHER DISTURBED AREAS - FPDCK MESIC PRAIRIE MIX	
GRASSED WATERWAY AREA: CLASS 5 SEEDING MIXTURE	
PERMANENT SEEDING MIXTURE - 15 LBS./AC. KENTUCKY BLUEGRASS 15 LBS./AC. SMOOTH BROMEGRASS	
TEMPORARY SEEDING MIXTURE - 150 LBS./AC. RYE OR WHEAT 100 LBS./AC. OATS	
MULCHING: STRAW MULCH - 4000 LBS./AC. HYDRAULIC MULCH - 750 LBS. MULCH PLUS 1000 GALLONS OF WATER/AC. ORGANIC MULCH - 2000 LBS./AC.	
SEEDING SCHEDULE	JAN FEB MARCH APRIL MAY JUNE JULY AUG SEPT OCT NOV DEC
PERMANENT SEEDING MIXTURE NON IRRIGATED IRRIGATED DORMANT (DOUBLE RATE)	
TEMPORARY SEEDING MIXTURE RYE OR WHEAT OATS	
MULCHING	
FERTILIZER MIXTURE FOR PROPOSED SEEDING AREAS NITROGEN (N) 120 LBS./AC. PHOSPHORUS (P) 52 LBS./AC. OR 120 LBS./AC. P <sub>2</sub> O <sub>5</sub> POTASSIUM (K) 100 LBS./AC. OR 120 LBS./AC. K <sub>2</sub> O	
COPYRIGHT © 2024 ENGINEERING ENTERPRISES, INC.	
SEEDING INFORMATION & SCHEDULE	
Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove, Illinois 60554 Phone: (630) 466-9350	SCALE: N.T.S. DATE: 8/24/94
FOLDER: EE-SE	DRAWING NUMBER: SI-03#
DRAWN BY: BLM	REVIEW: 02/25/08

	
NOTES: 1. INLET FILTER SYSTEM SHALL CONSIST OF A REPLACEABLE REINFORCED FILTER BAG SUSPENDED FROM A RETAINER RING OR FRAME. 2. INLET FILTER APPROVED MANUFACTURERS: MARATHON MATERIALS - CATCH-ALL FILTERS, LANG INDUSTRIES - DRAIN FILTERS, IPP - INLET FILTERS, OR ENGINEER APPROVED EQUIAL. 3. THE FILTER BAG SHALL BE CONSTRUCTED OF A NON-WOVEN POLYPROPYLENE FILTER GEOTEXTILE FABRIC WITH A MINIMUM WEIGHT OF 4 OZ./SQ.YD., A MINIMUM FLOW RATE OF 145 GAL./MIN./SQ.FT., AND DESIGNED FOR A MINIMUM SILT AND DEBRIS CAPACITY OF 2 CU. FT. THE FILTER BAG SHALL BE REINFORCED WITH A POLYESTER MESH FABRIC WITH A MINIMUM WEIGHT OF 4 OZ./SQ.YD. 4. THE FILTER BAG SHALL BE SUSPENDED FROM A GALVANIZED STEEL RING OR FRAME, CONFORMING TO ASTM-A36, UTILIZING A STAINLESS STEEL BAND AND LOCKING CLAMP. THE FRAME SHALL BE DESIGNED WITH AN OVERFLOW FEATURE TO PREVENT ANY PONDING DURING HEAVY RAINFALL.	
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INLET PROTECTION	
Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove, Illinois 60554 Phone: (630) 466-9350	SCALE: N.T.S. DATE: 8/03/06
FOLDER: EE-MI	DRAWING NUMBER: 10
DRAWN BY: CLN	REVIEW: 2/13/09

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

UNITED CITY OF YORKVILLE  
KENDALL COUNTY, ILLINOIS  
YORKVILLE, IL 60560

0 1  
Bar represents 1" at  
FULL size plotted  
scale. Percentage  
to 1" to be applied  
to stated scales.

NO.	DATE	REVISIONS	

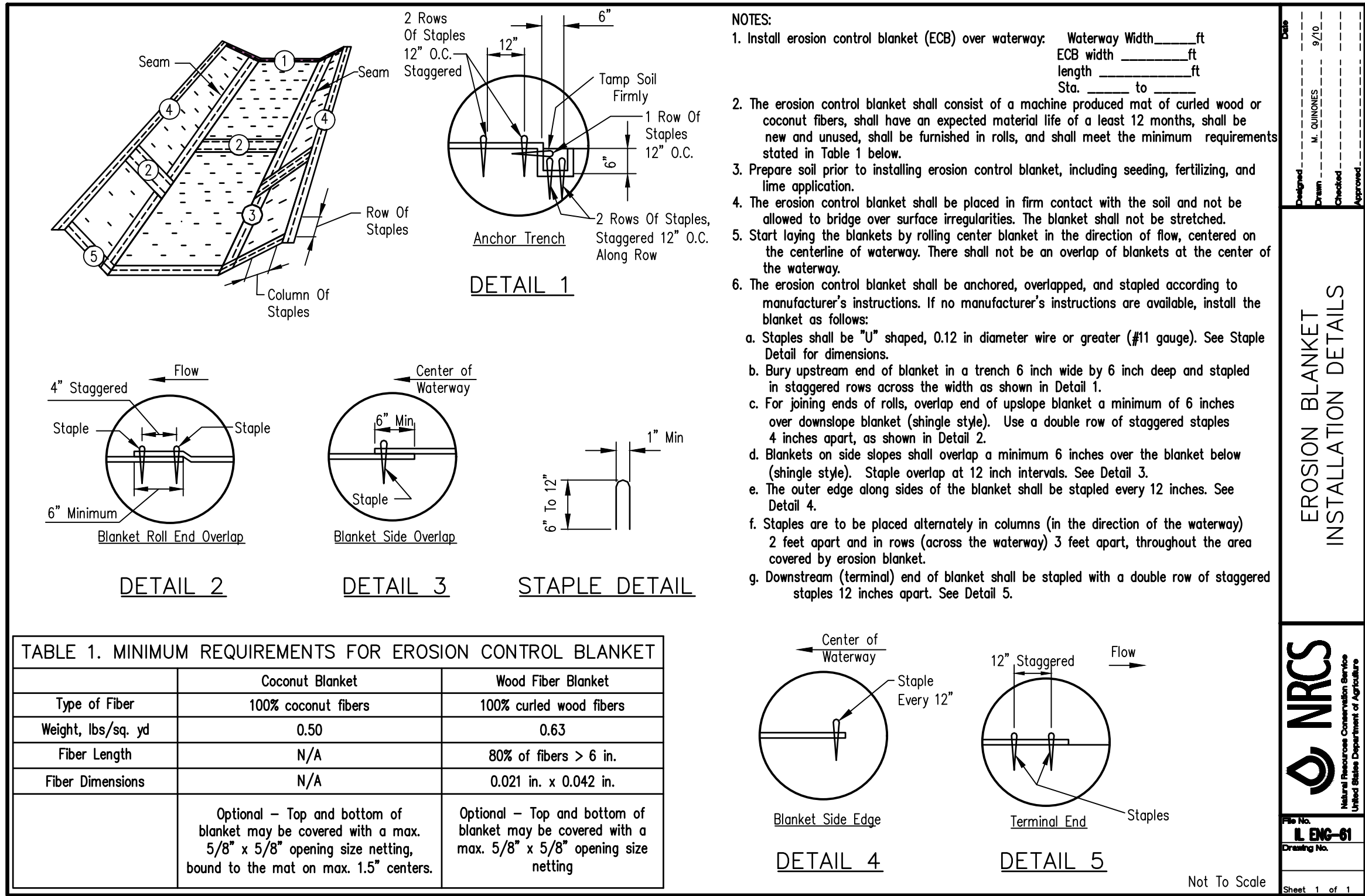
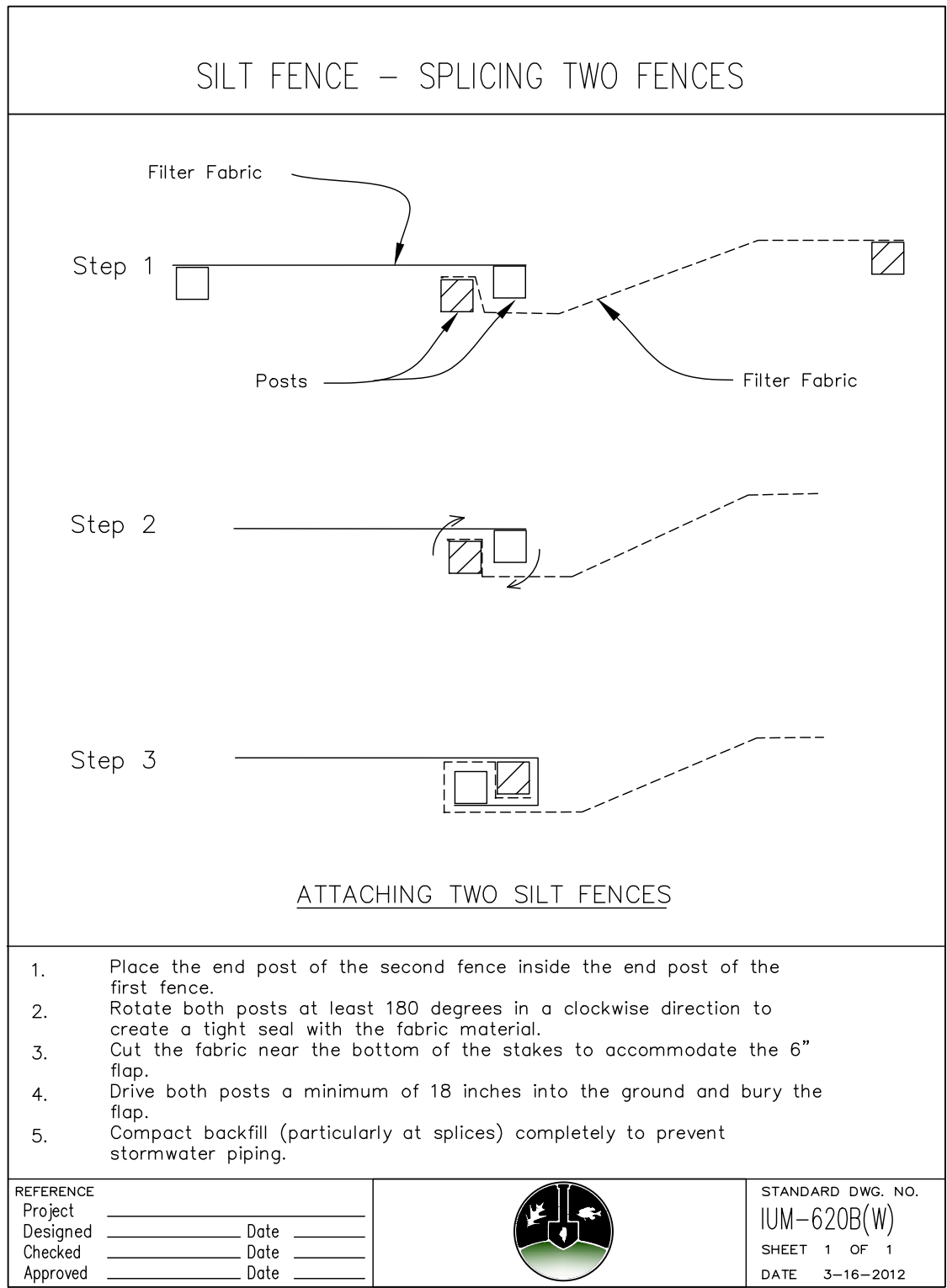
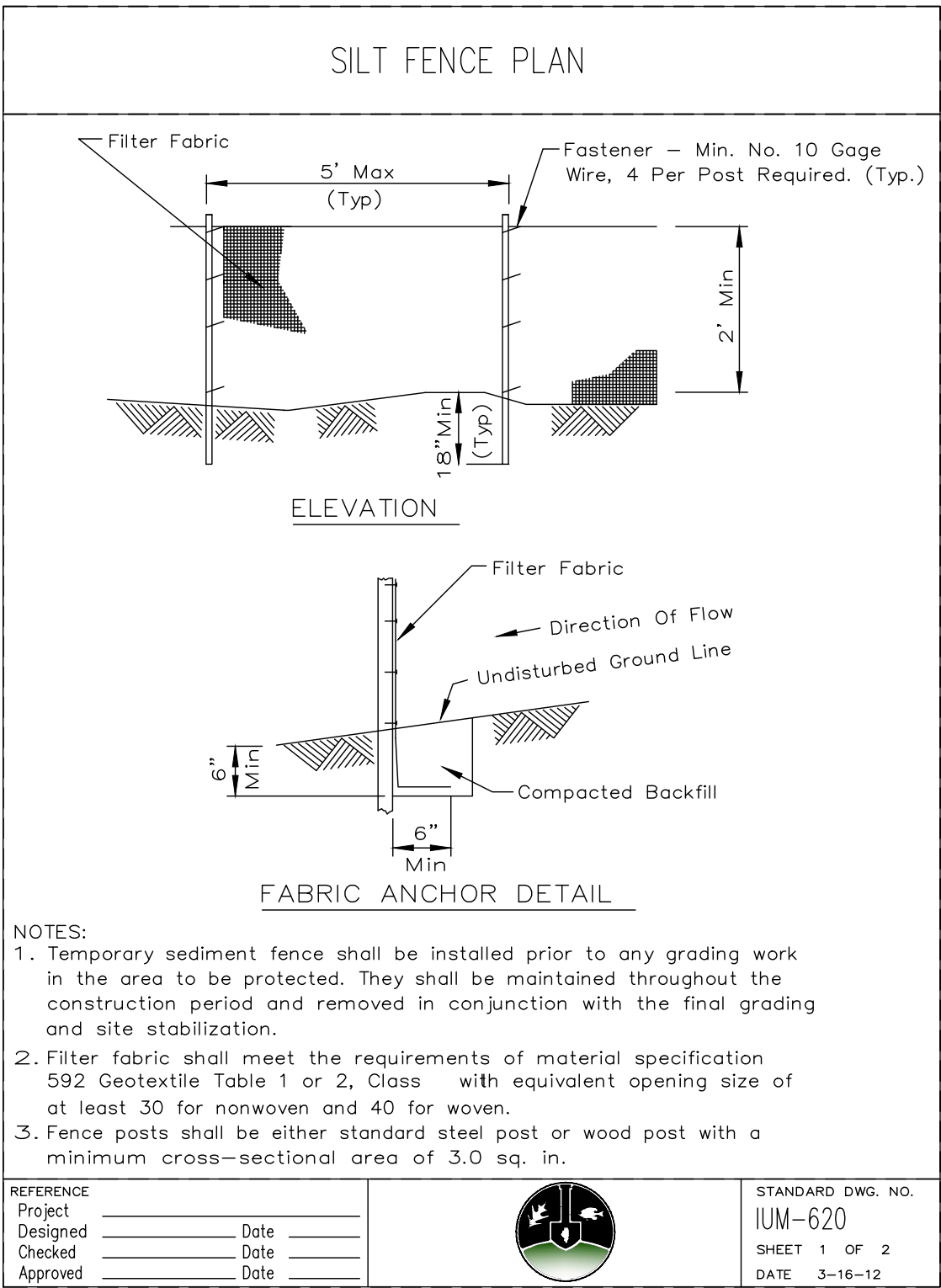
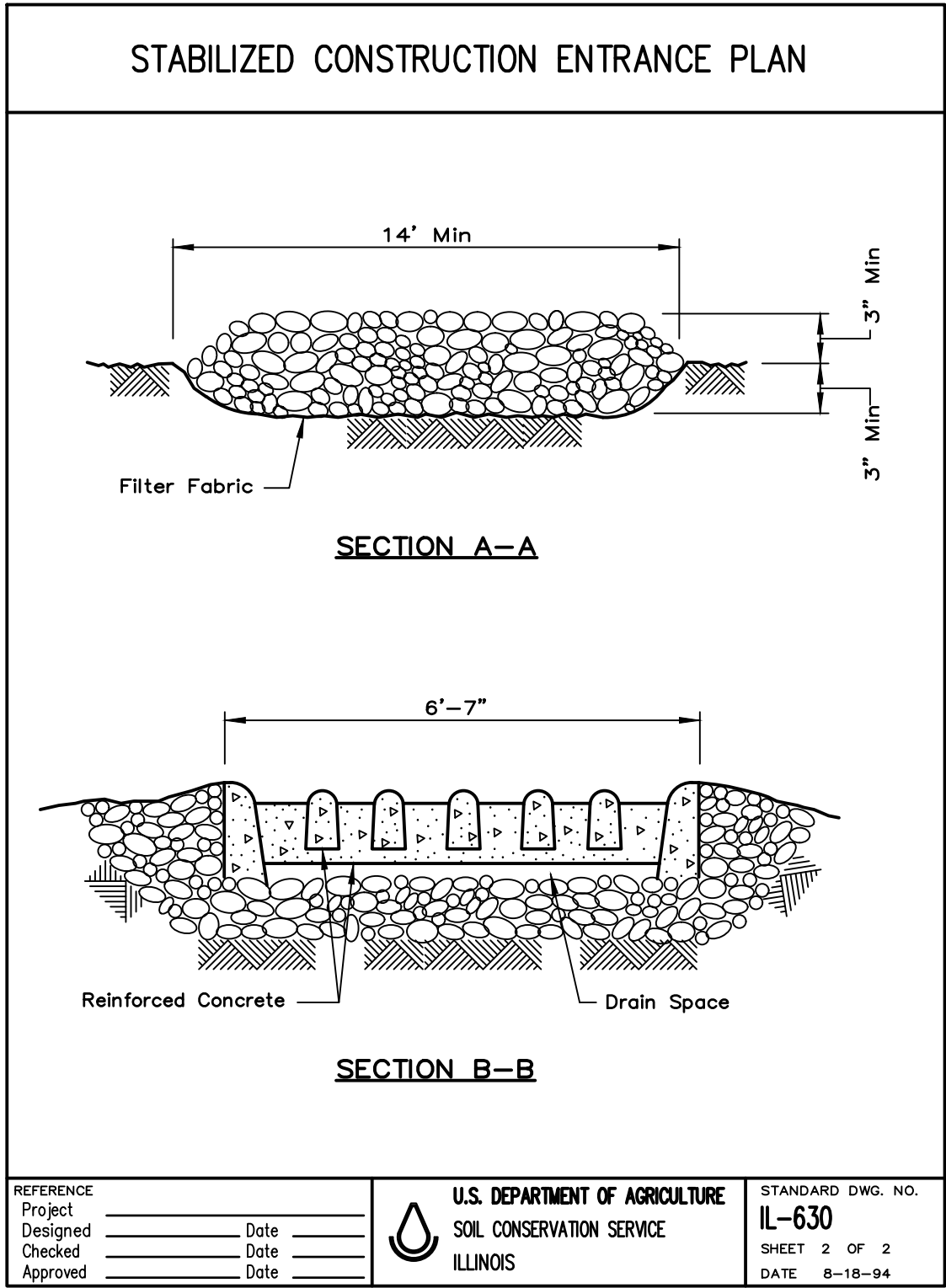
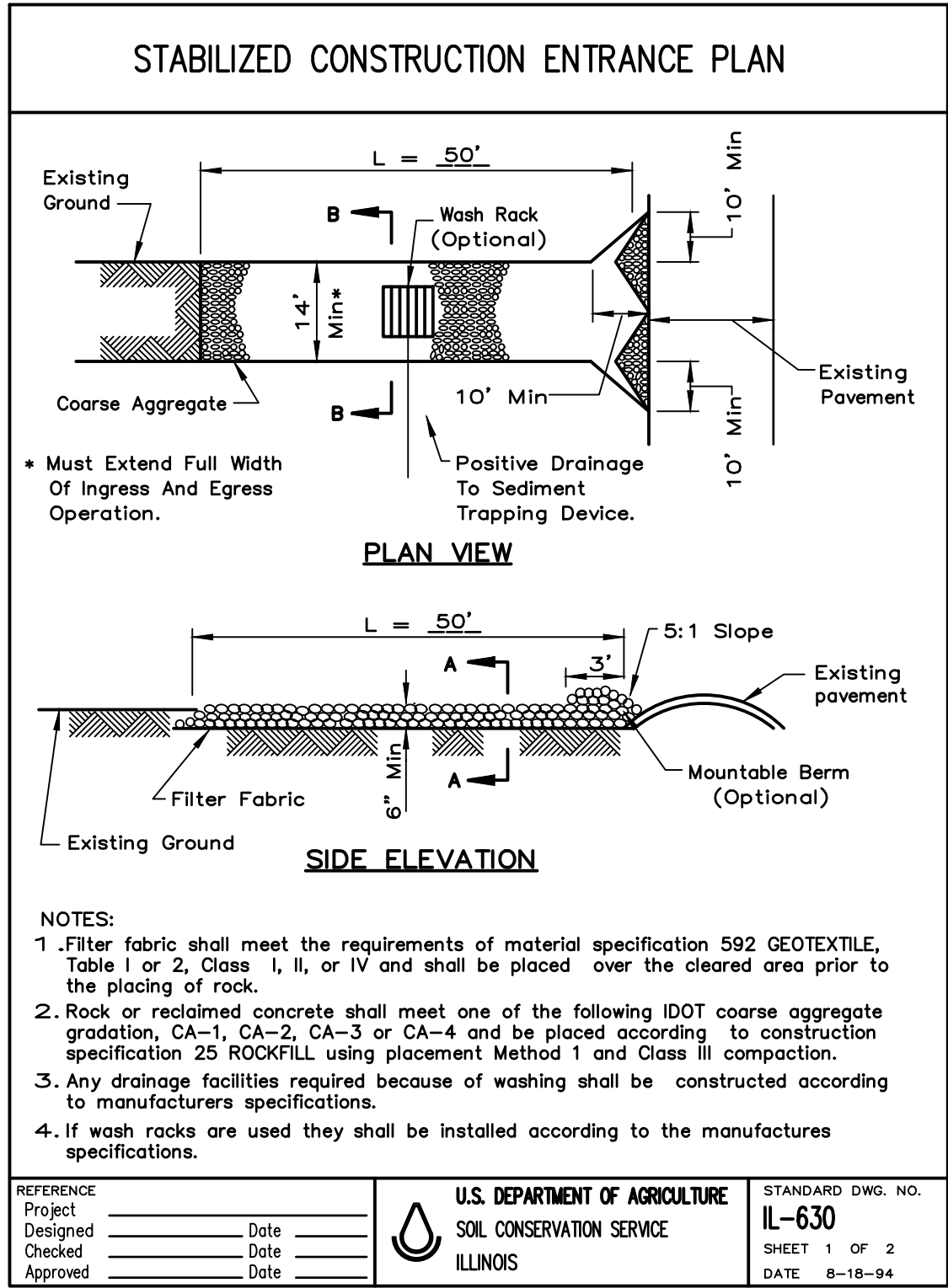
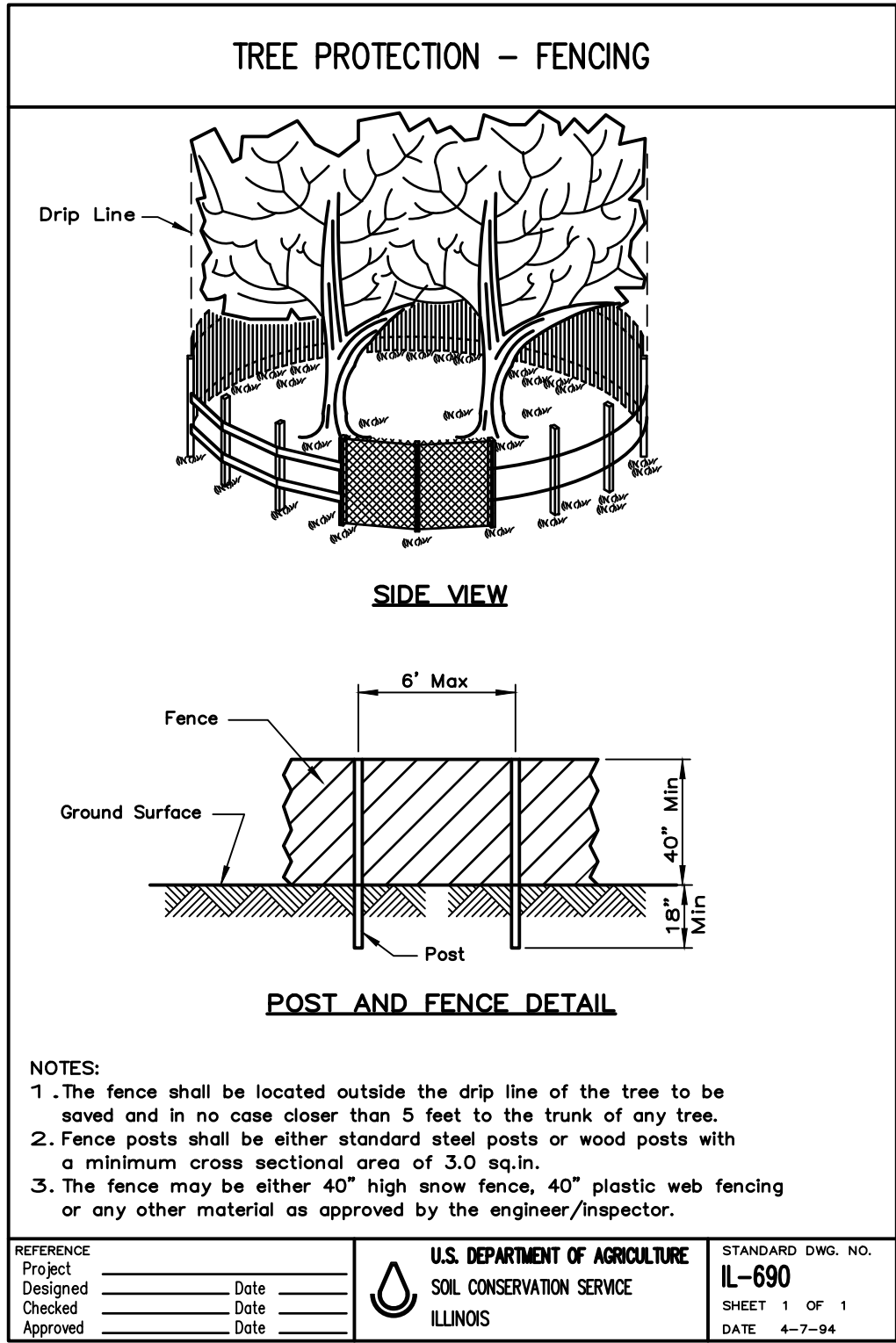
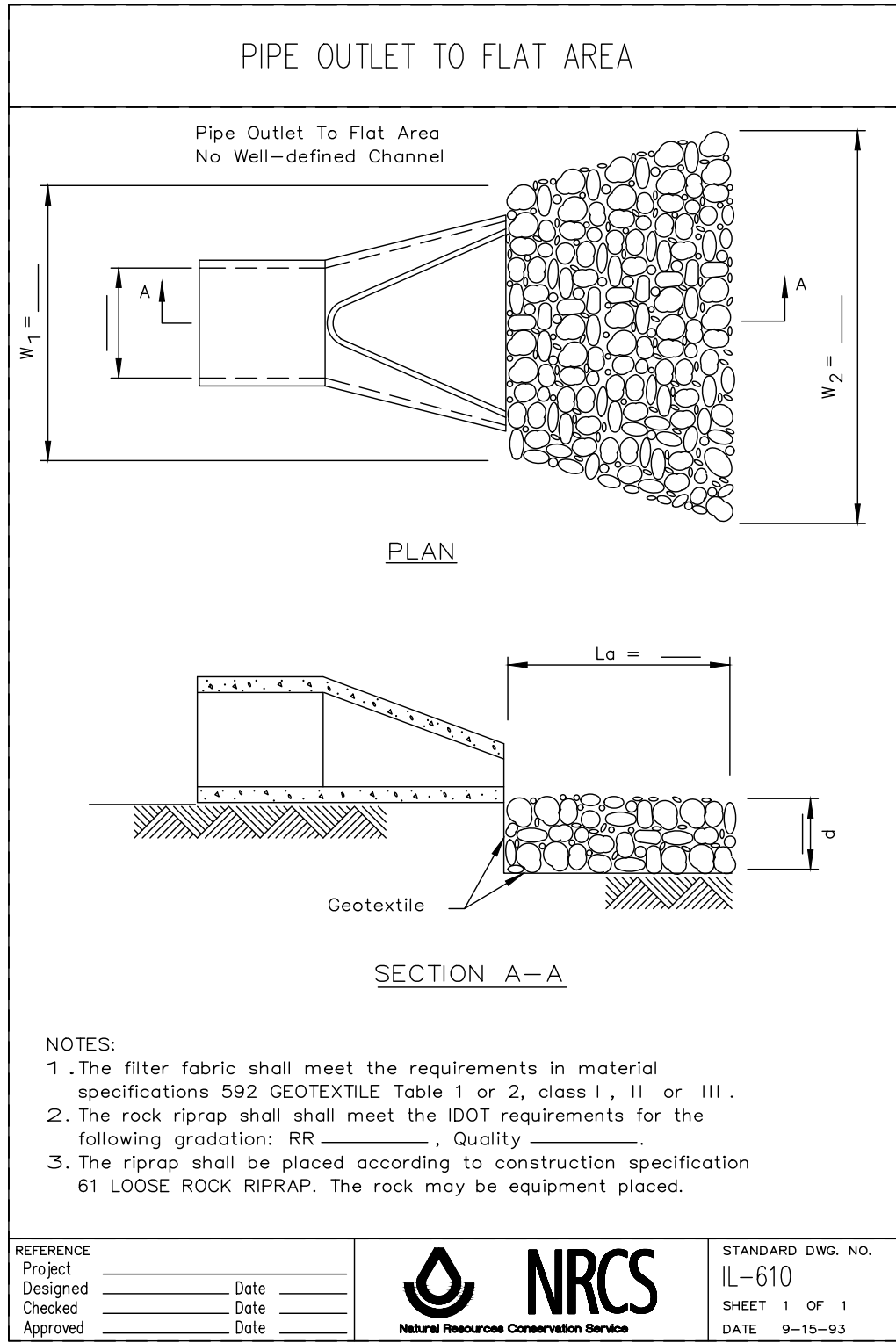
ELDAMAIN WATER MAIN LOOP

STORMWATER POLLUTION  
PREVENTION PLAN

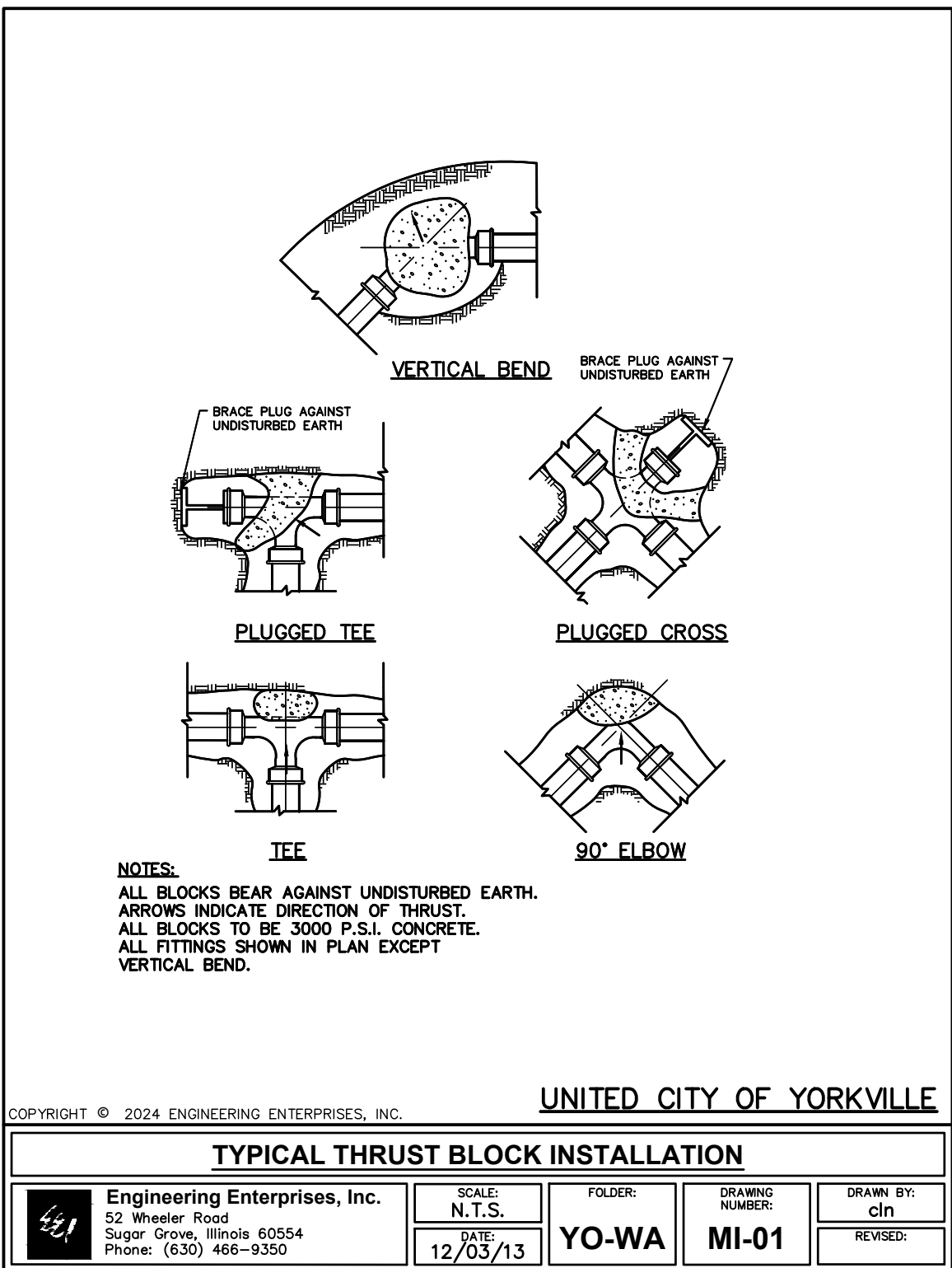
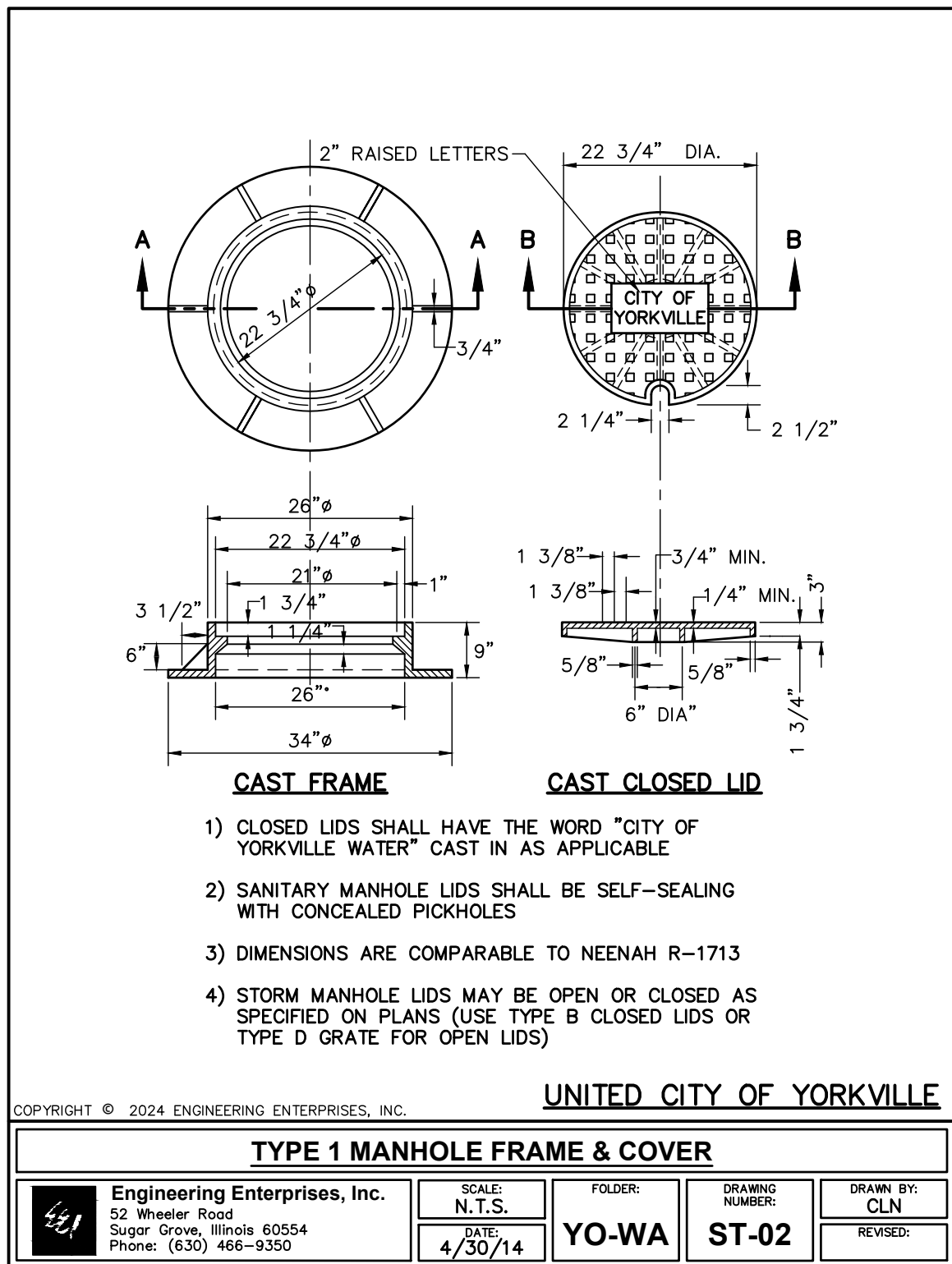
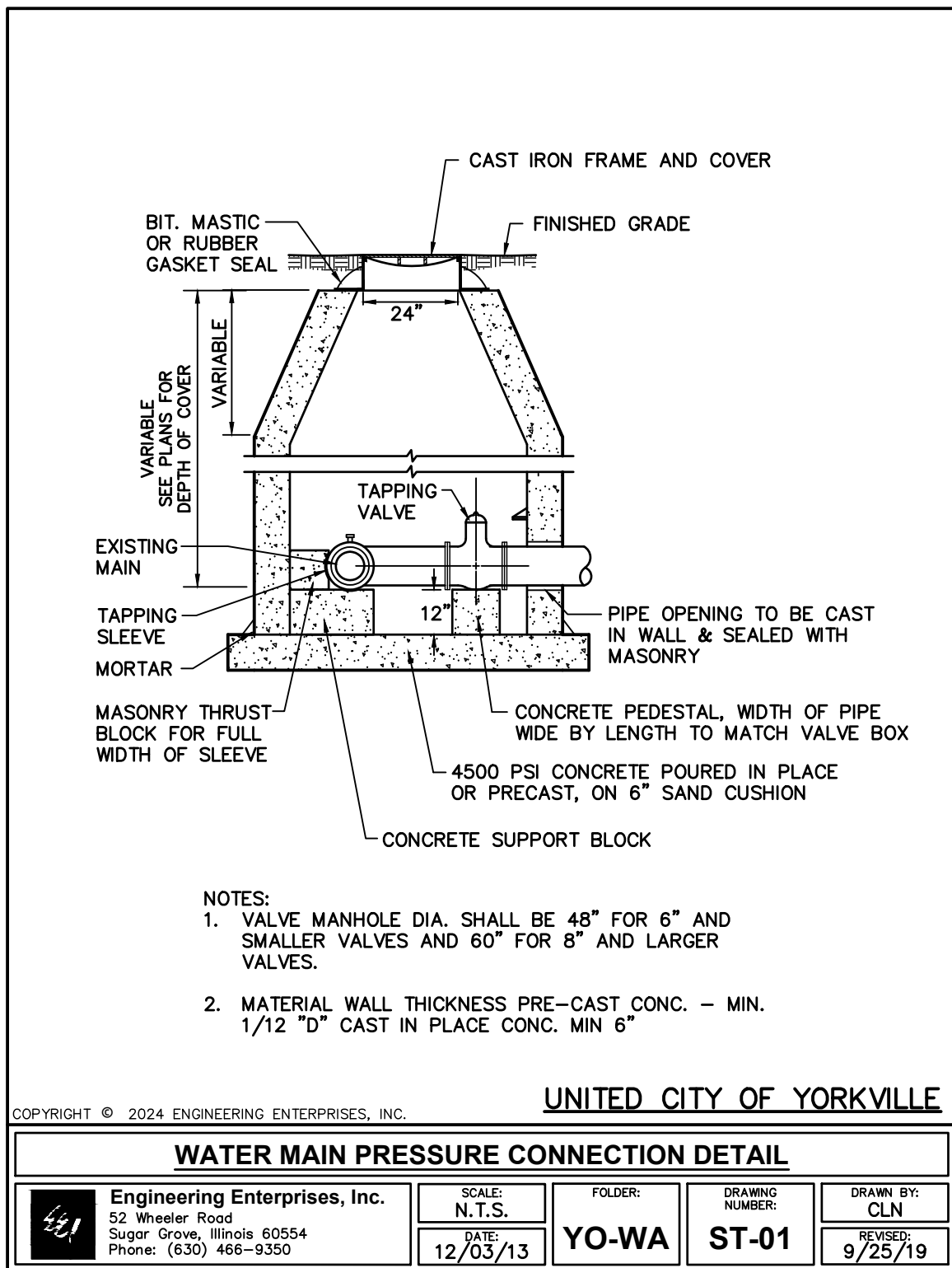
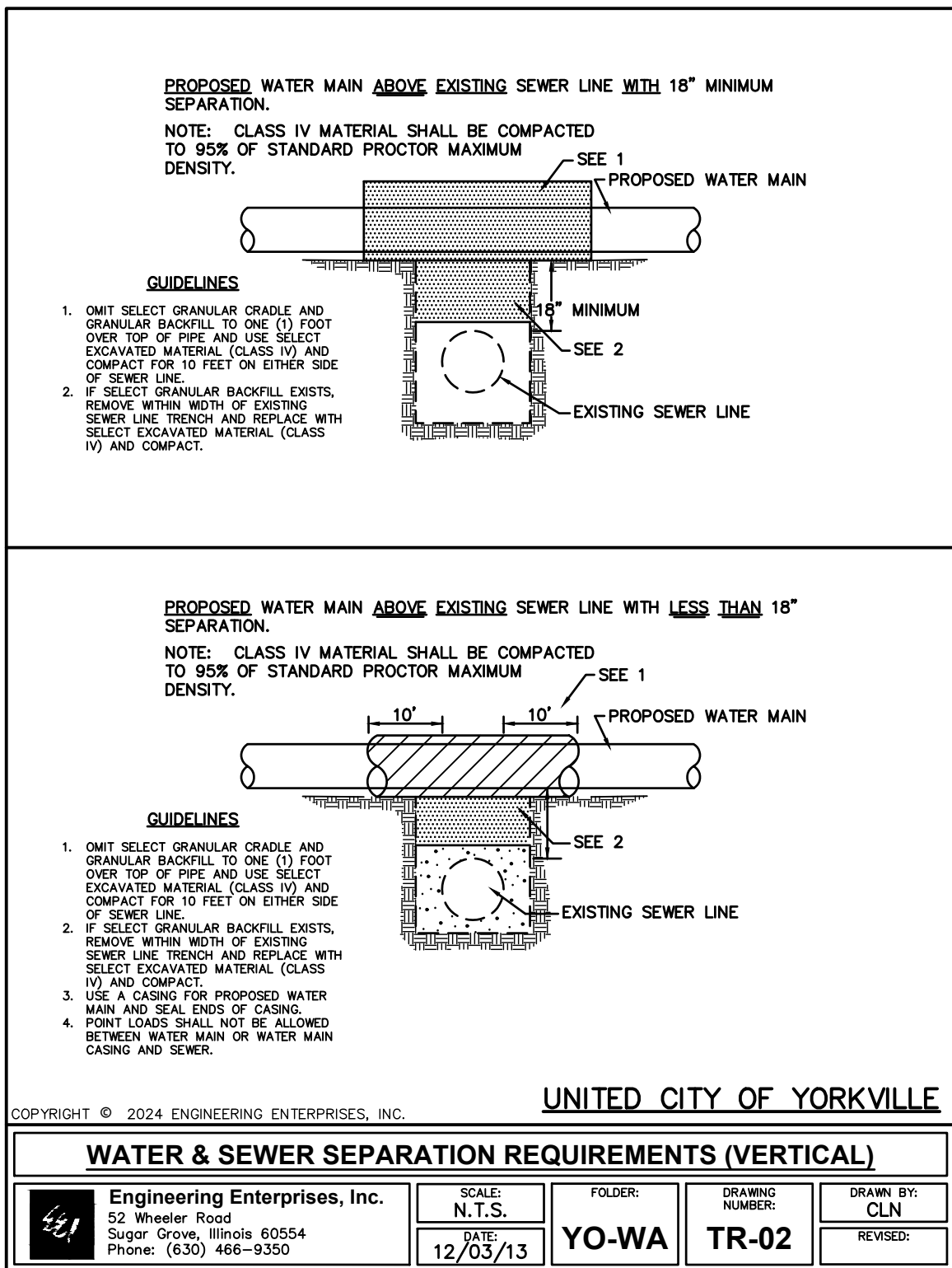
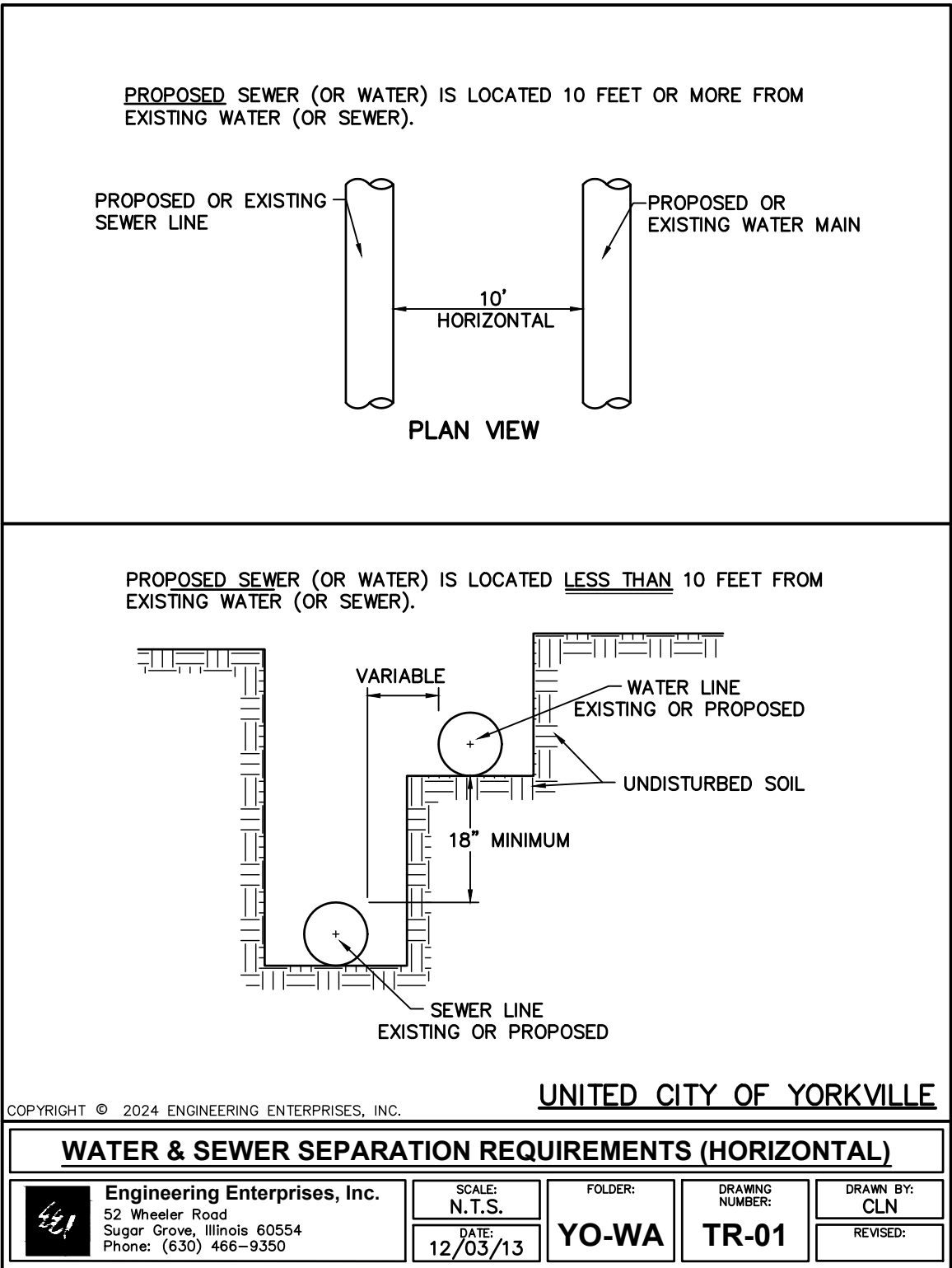
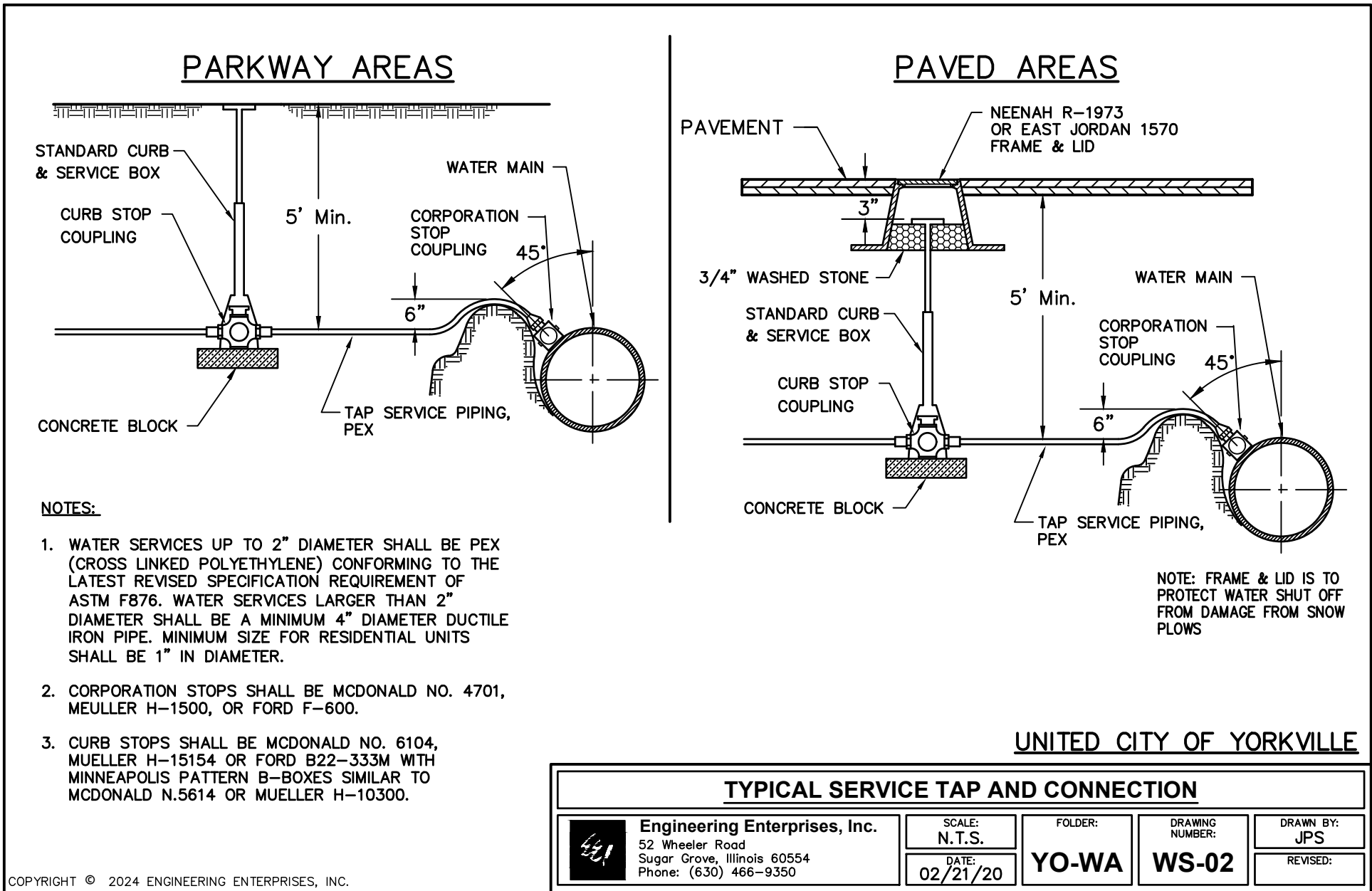
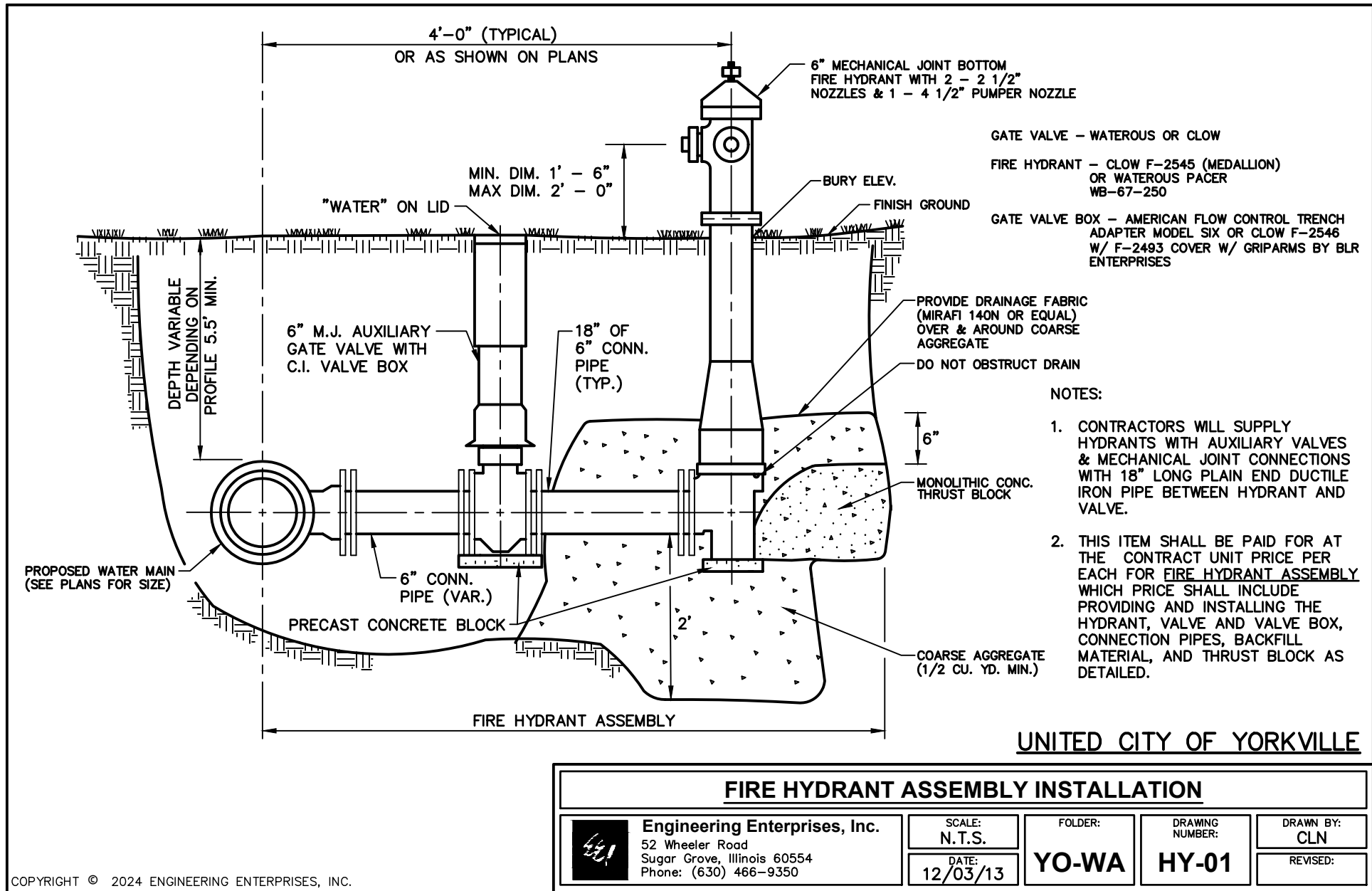
DATE: MARCH 2024  
PROJECT NO: Y02319  
FILE: Y02319-SWPPP  
SHEET 42 OF 50

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Plotted: June 27, 2024 @ 9:56 AM By: Kris Pung - Tab: 44 Details - 22x34

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

UNITED CITY OF YORKVILLE  
KENDALL COUNTY, ILLINOIS  
YORKVILLE, IL 60560

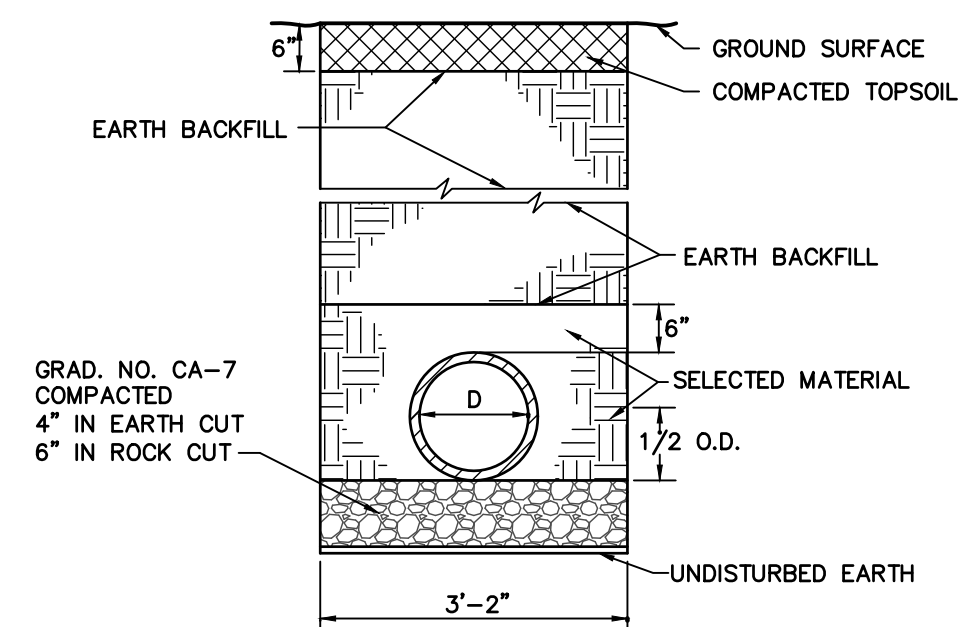
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Bar represents 1" at  
FULL size plotted  
scale. Percentage  
to 1" to be applied  
to stated scales.

NO.	DATE	REVISIONS

ELDAMAIN WATER MAIN LOOP


DETAILS

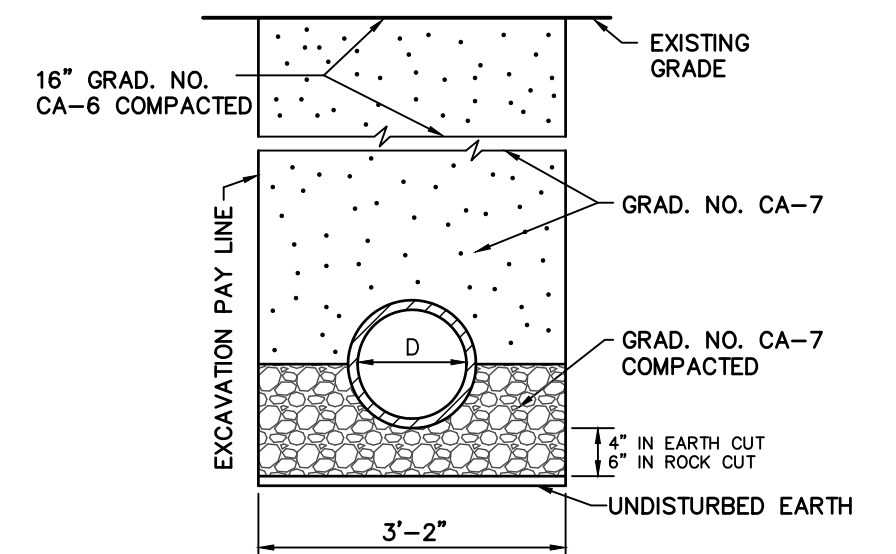
DATE: MARCH 2024  
PROJECT NO: Y02319  
FILE: Y02319-CVR  
SHEET 44 OF 50



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UNITED CITY OF YORKVILLE

<h2 style="text-align: center;">WATER MAIN TRENCH SECTION IN GRASSED AREAS</h2>					
	<b>Engineering Enterprises, Inc.</b> 52 Wheeler Road Sugar Grove, Illinois 60054 Phone: (630) 466-9350	SCALE: <b>N.T.S.</b>	FOLDER:  	DRAWING NUMBER:  	DRAWN BY: <b>CLN</b>
		DATE: <b>12/03/13</b>	<b>YO-WA</b>	<b>TR-03</b>	REVISED:



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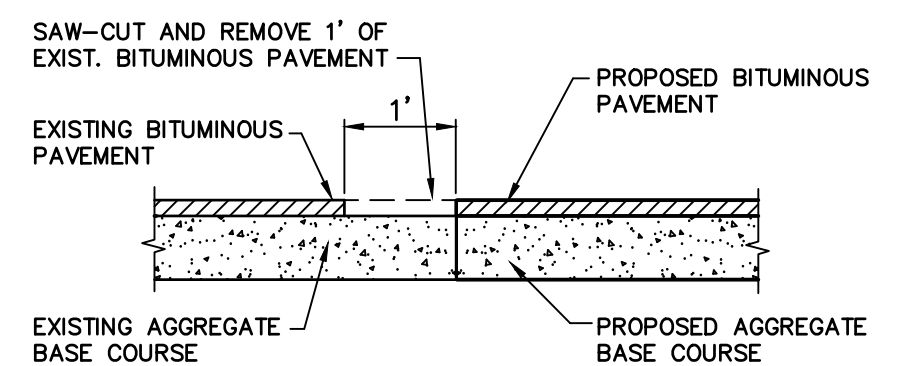
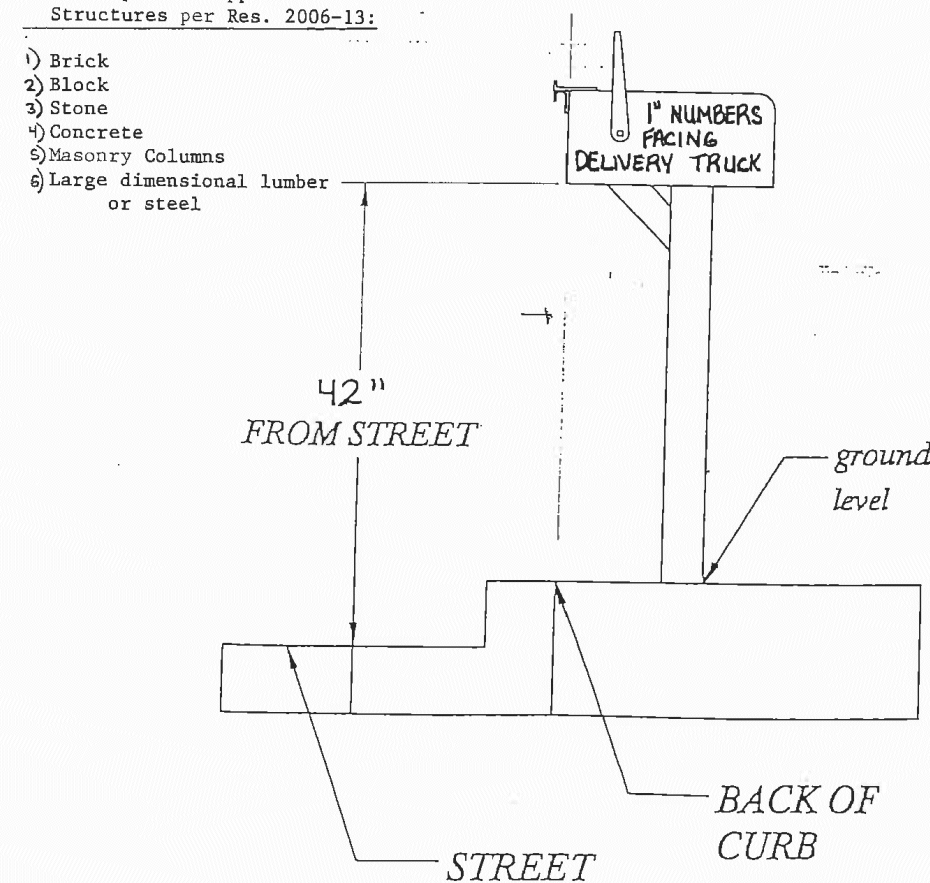
UNITED CITY OF YORKVILLE

<b>WATER MAIN TRENCH SECTION FOR PAVED AREAS &amp; DRIVEWAYS</b>				
 <b>Engineering Enterprises, Inc.</b> 52 Wheeler Road Sugar Grove, Illinois 60054 Phone: (630) 466-9350	SCALE: <b>N.T.S.</b>	FOLDER: <b>YO-WA</b>	DRAWING NUMBER: <b>TR-04</b>	DRAWN BY: <b>CLN</b>
	DATE: <b>12/03/13</b>	REVISD: <b>02/05/20</b>		

UNITED CITY OF YORKVILLE  
MAILBOX INSTALLATION SPECIFICATIONS


1. Mailbox height is to be 42", measured from the bottom of the mailbox to street surface.
2. The front of the mailbox shall be vertically-aligned with the back of the curb.
3. The front of the mailbox MAY NOT extend over the front of the curb, and SHALL NOT be set back from the back of the curb.

Unacceptable Support  
Structures per Res. 2006-13:



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### TYPICAL BUTT JOINT DETAIL

 <b>Engineering Enterprises, Inc.</b> 52 Wheeler Road Sugar Grove, Illinois 60554 Phone: (630) 466-9350	SCALE: <b>N.T.S.</b>	FOLDER:  <b>EE-PV</b>	DRAWING NUMBER:  <b>PS-12</b>	DRAWN BY: <b>RJW</b>
	DATE: <b>6/12/97</b>	REVISED:		



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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2025-02

### Agenda Item Summary Memo

**Title:** Renaming of Big Grove Lane and Waterman Lane to "Big Grove Circle"

**Meeting and Date:** City Council – January 14, 2025

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

### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: January 9, 2025  
Subject: Ordinance renaming streets – Big Grove Circle

---

## **Summary**

Consideration of an ordinance changing the name of Big Grove Lane and Waterman Lane to “Big Grove Circle”.

## **Background**

The City Council last discussed this in October 2019, when the City Council approved the Unit 27 Final Plat for Grande Reserve. Within this plat is a small-looped road containing two eyebrow-style cul-de-sacs which had been planned to have two names of Waterman Lane for the southern half and Big Grove Lane for the northern half. For ease of use and to prevent confusion, KenCom has requested us to rename the entire looped section under one name as “Big Grove Circle”. There are no houses built on this street at this time.

## **Recommendation**

Staff recommends approval of an ordinance changing the name of Big Grove Lane and Waterman Lane to “Big Grove Circle”.

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

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL  
COUNTY, ILLINOIS RENAMING THE STREETS OF BIG GROVE  
LANE AND WATERMAN LANE TO BIG GROVE CIRCLE**

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

**WHEREAS**, pursuant to Ordinance No. 2019-60, passed October 22, 2019, the Mayor and City Council approved the Final Plat of Subdivision for Grand Reserve Unit 27 which included Sheet 3 of 5 (the “*Final Plat*”) prepared by Manhard Consulting all of which recorded with the Recorder of Kendall County in November 23, 2020 as document number 202000023793, a copy of which is attached hereto as Exhibit A, and named all of the streets in said Unit 27 of Grand Reserve; and

**WHEREAS**, the City has received a request to rename the streets of Big Grove Lane and Waterman Lane as depicted in the Final Plat to the name of Big Grove Circle as illustrated on the address location map prepared by Engineering Enterprises, Inc. a copy of which is attached hereto as Exhibit B; and

**WHEREAS**, the Mayor and City Council are prepared to approve the change of the names of the streets are hereinafter requested.

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

**Section 1.** That the foregoing preambles are hereby incorporated in this Ordinance as if fully restated herein.

**Section 2.** That streets now known as Big Grove Lane and Waterman Lane pursuant to a Final Plat of Subdivision of Grand Reserve Unit 27, are hereby renamed Big Grove Circle as depicted on Exhibit B attached hereto.

**Section 3.** This Ordinance shall be in full force and effect immediately upon its passage by the Mayor and City Council and approval as provided by law.

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

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

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVAR TARULIS	_____	RUSTY CORNEILS	_____

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

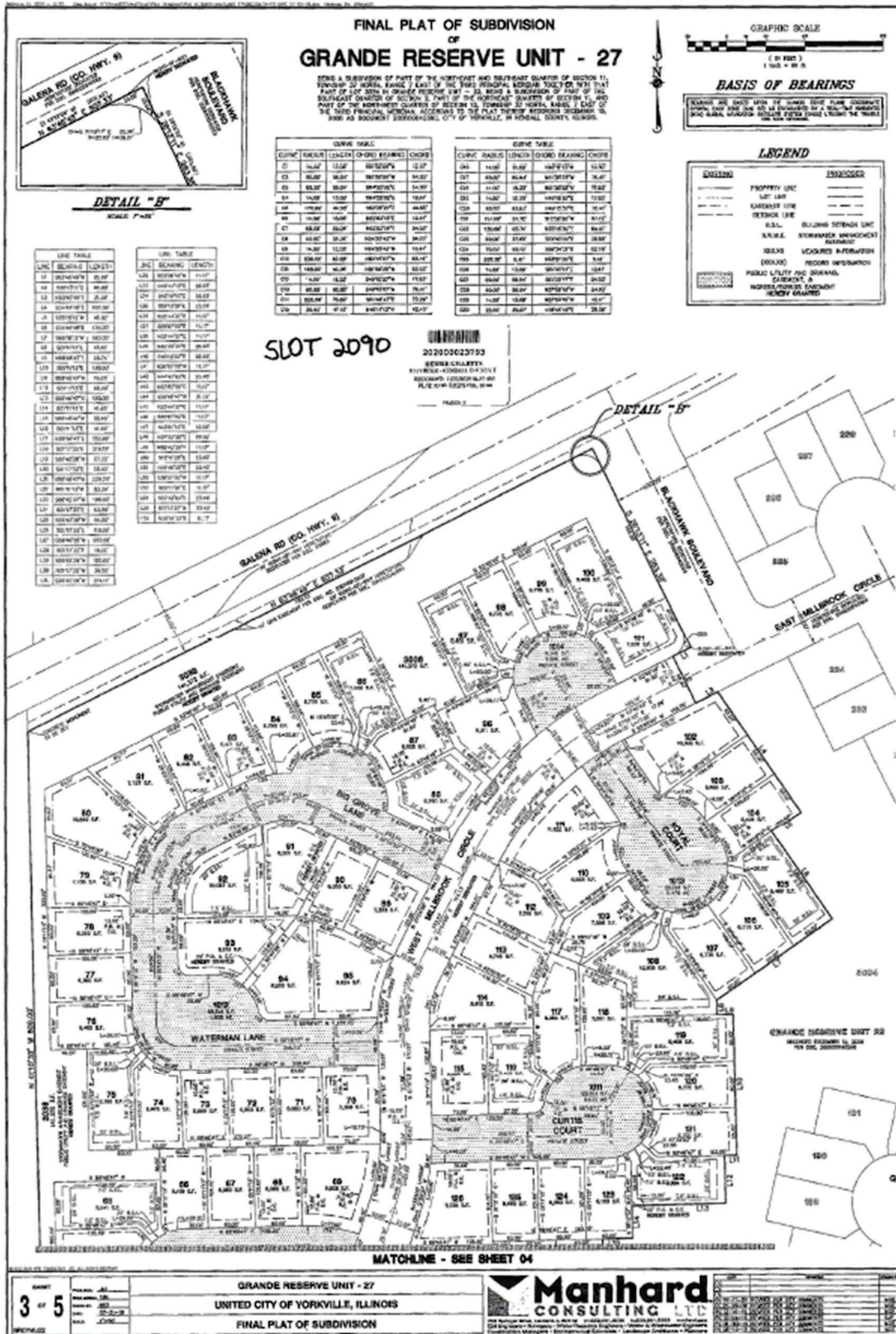
\_\_\_\_\_  
MAYOR

*Attest:*

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

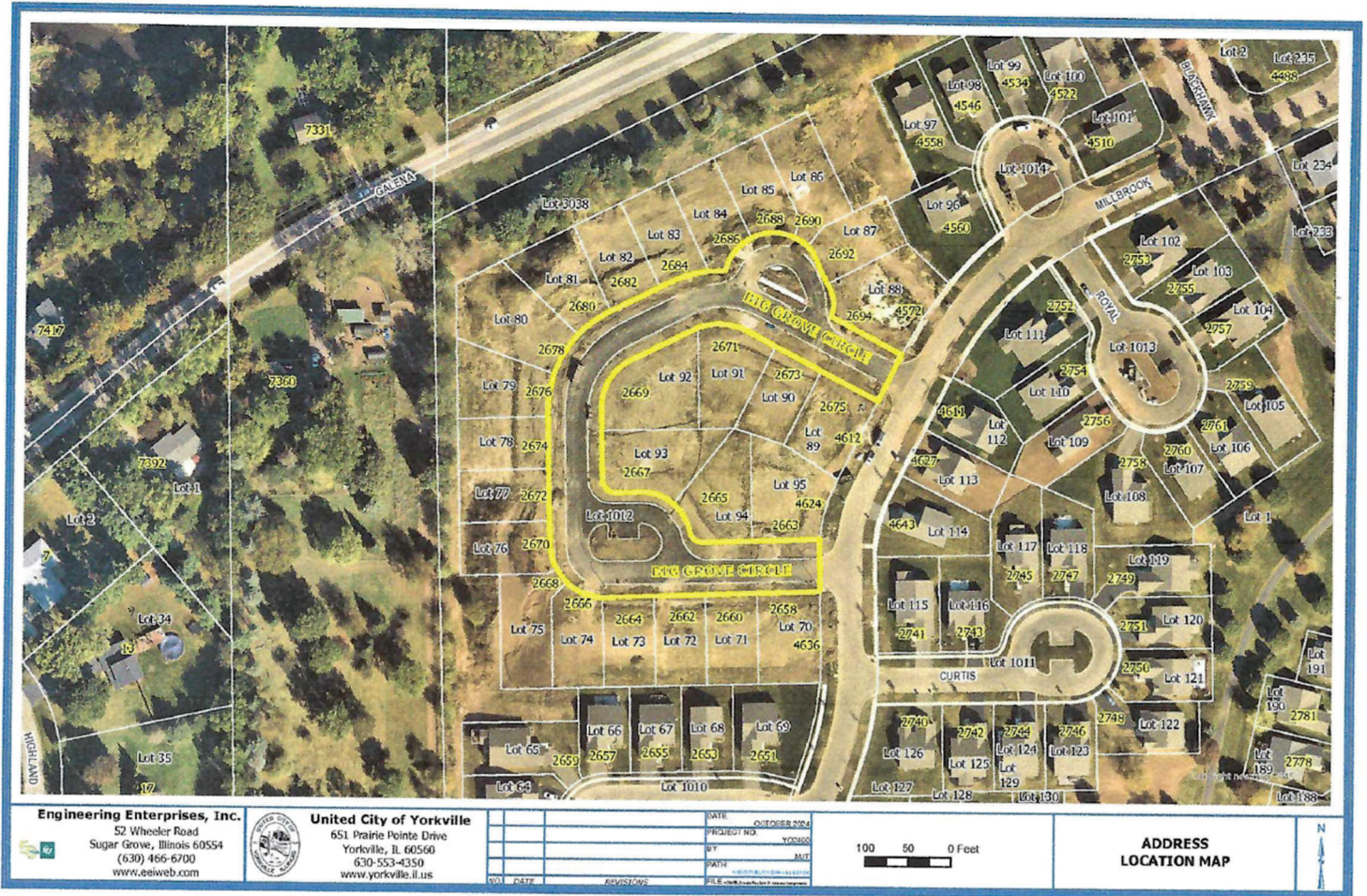


# Exhibit A





# Exhibit B





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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2025-03

### Agenda Item Summary Memo

**Title:** Public Works and Parks Facility – Final Plan, Cost Estimate, and Authorization to Bid

**Meeting and Date:** City Council – January 14, 2025

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

### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: January 9, 2025  
Subject: Public Works and Parks Facility – final plan, cost estimate, and authorization to bid

---

## **Summary**

Review of the final floor plans and cost estimates for the Public Works and Parks facility and authorization to go to bid.

## **Background**

This item was last discussed by the City Council in November 2024, when the City Council approved a contract with RC Wegman to serve as construction manager for the project, and in August 2024, when the City Council reviewed final conceptual building plans and cost estimates from Kluber. Since then, the City's (Kluber/Wegman/City) team has finalized the floor plan and layout of the building, including making some high-level design decisions on the fueling station, mezzanine buildout, and mechanic's bay. The City's team is ready to finalize bid documents and put the project out to bid as early as February 3<sup>rd</sup>. In general, the floorplan and size of the building have not changed since the August 2024 City Council meeting. Additionally, RC Wegman has completed their cost estimates on the building which are in the same ballpark as the Kluber August 2024 cost estimates. Representatives from Kluber and RC Wegman are expected to be present at the City Council meeting to review the attached powerpoint and to answer questions from the City Council.

## **Recommendation**

In order to put the project out to bid on the City's planned timeline of an April 2025 construction start and completion by August 2026, staff recommends approval of the building scope and cost estimates, and seeks City Council authorization to put the project out to bid in February 2025.



FINAL BOARD PRESENTATION

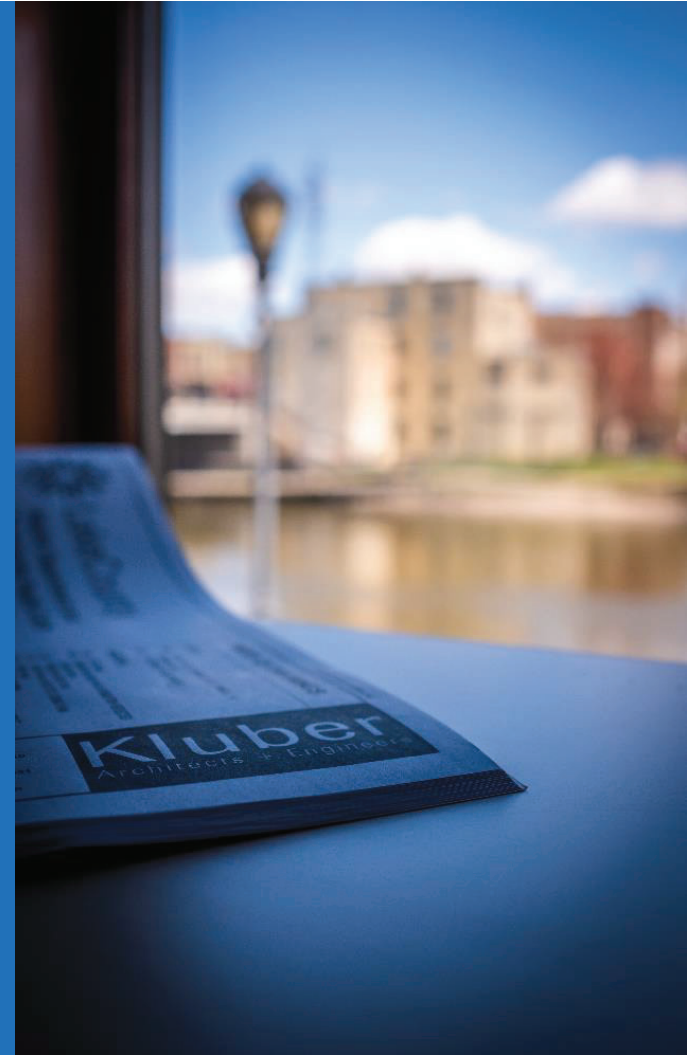
January 14, 2025

# Yorkville Combined Public Works & Parks Department Facility

SUBMITTED TO:  
**United City of Yorkville**  
651 Prairie Point Drive  
Yorkville, Illinois 60560



# Final Floor Plans



Building Layout  
Remains the Same  
as Schematic Design  
with minor space  
adjustments

Parks Apparatus   ←   →   Public Works Apparatus

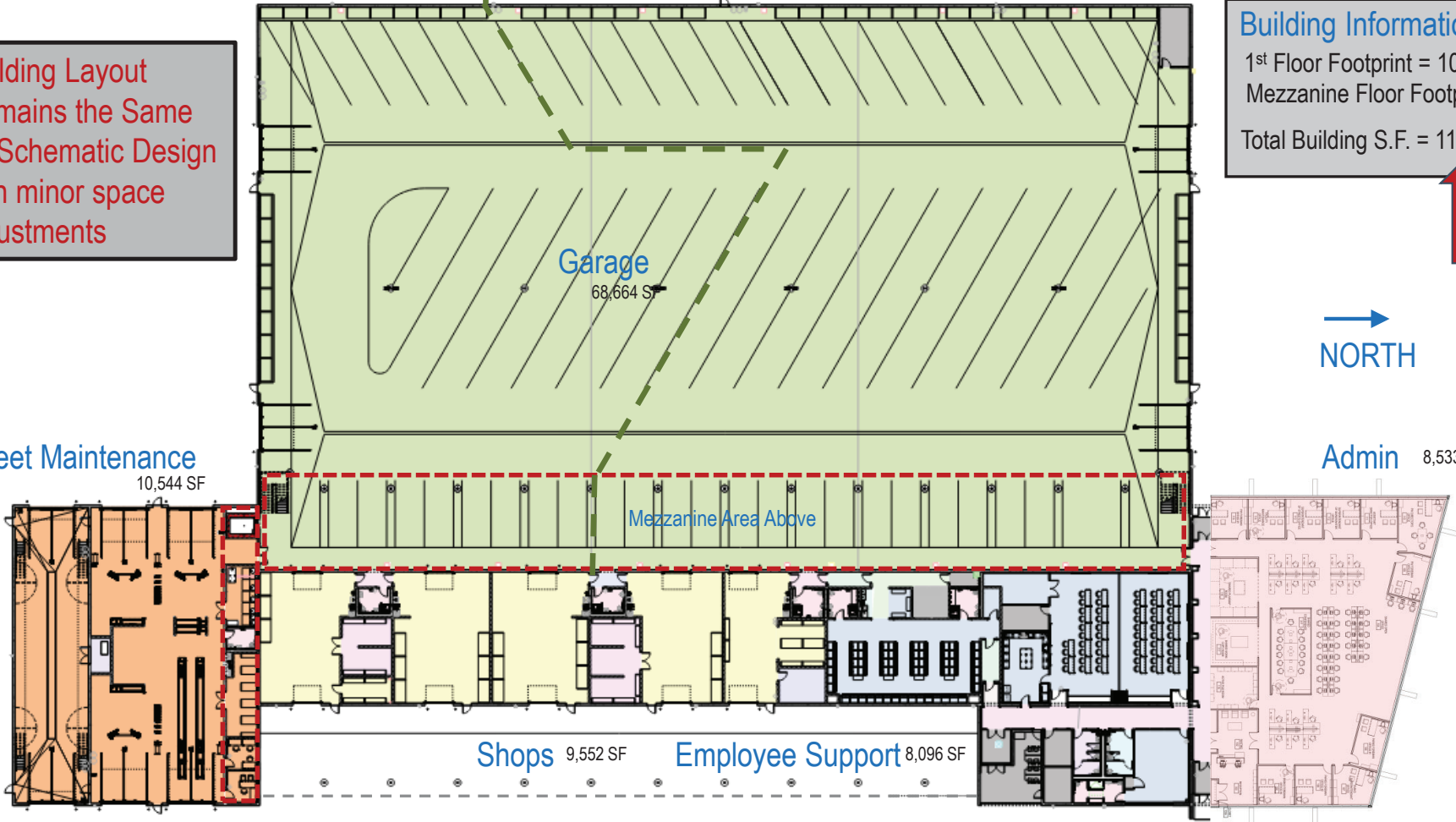
**Building Information:**  
1st Floor Footprint = 105,390 SF  
Mezzanine Floor Footprint = 10,922 SF  
Total Building S.F. = 116,312 SF

↑  
**Total SF  
Unchanged  
Since the  
Design  
Development  
Phase**

→  
**NORTH**

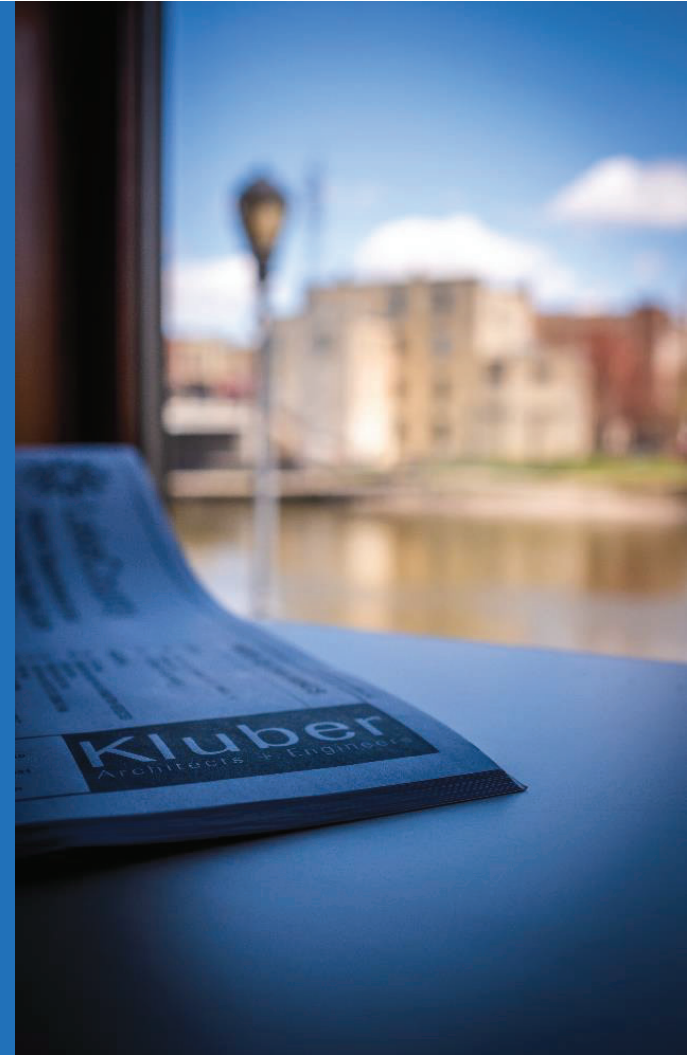
**Fleet Maintenance**  
10,544 SF

**Admin** 8,533 SF





# Design Images





Public Parking:  
10 public stalls, 3 handicap.

Main Building  
Entrance.

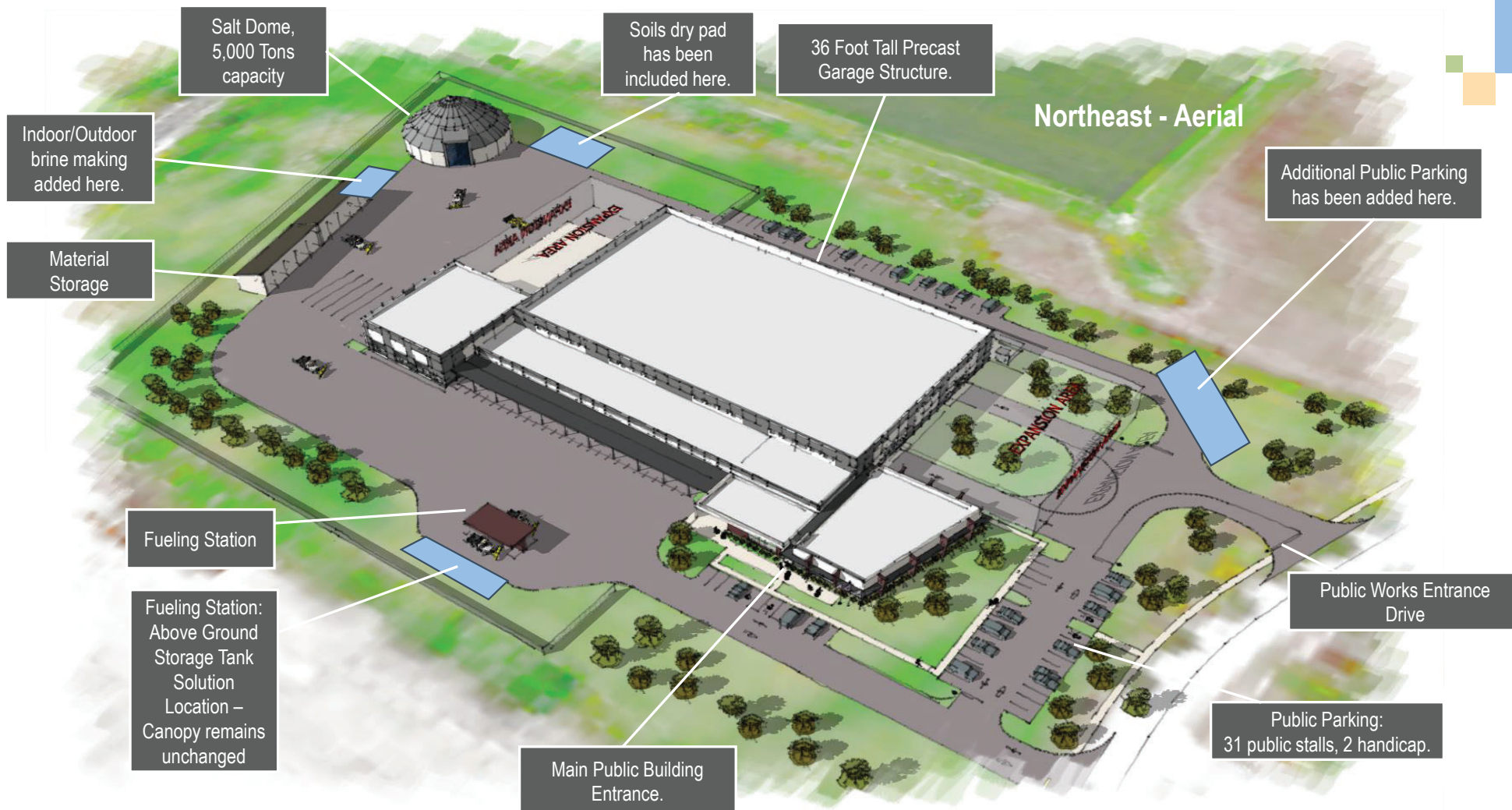
Street View

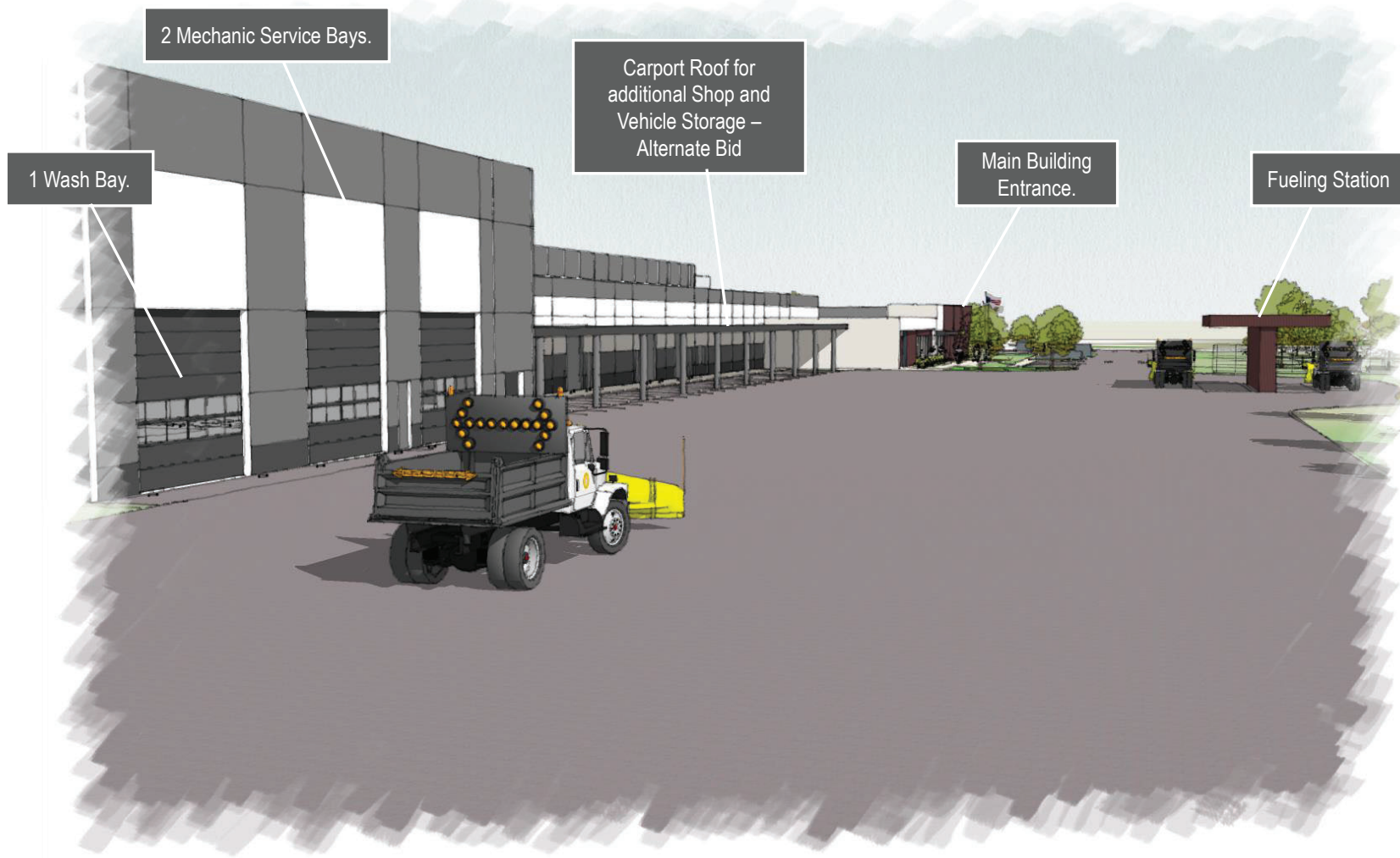












# Final Cost Opinion



# Final Cost Opinion (12/18/2024)



**R.C. WEGMAN**  
CONSTRUCTION COMPANY

Item	Description: Construction Costs	Total SF	Kluber Original Budget Range:			RC Wegman Final Budget Range:			Comments
B	Sub-Total New Construction Cost	116,311	\$ 23,950,546	to	\$ 25,655,235	\$ 23,428,593	to	\$ 26,061,116	Building breakout - including RCW Fees and General Conditions reimbursables & Construction Testing.
C	Sub-Total Site Development Cost		\$ 3,000,000	to	\$ 3,300,000	\$ 6,165,839	to	\$ 6,834,358	Site breakout (Everything outside of building footprint: Salt Structure, Fuel Station, Materials Storage & Dry Pad) - including RCW Fees
D	Sub-Total Construction Cost		\$ 26,950,546	to	\$ 28,955,235	\$ 29,594,432	to	\$ 32,895,474	
E	Design Contingency (3% of Line D)		\$ 808,516	to	\$ 868,657	\$ 540,538	to	\$ 600,831	RCW Final Budget includes 2% Design Contingency, not 3%
F	Sub-Total Const. Cost with Design Contingency		\$ 27,759,063	to	\$ 29,823,892	\$ 30,134,970	to	\$ 33,496,305	
G	Construction Contingency		\$ 2,775,906	to	\$ 2,982,389	\$ 1,351,344	to	\$ 1,502,076	RCW Final Budget includes 5% Construction Contingency, not 10%
H	Sub-Total Const. Cost with Const. Contingency		\$ 30,534,969	to	\$ 32,806,281	\$ 31,486,314	to	\$ 34,998,381	

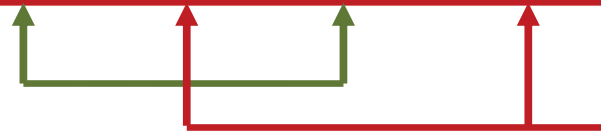


# Final Cost Opinion (12/18/2024)



**R.C. WEGMAN**  
CONSTRUCTION COMPANY

Item	Description: Soft Costs	Total SF	Kluber Original Budget Range:		RC Wegman Final Budget Range:		Comments
J	Fixtures, Furniture and Equipment (10% of Line F)		\$ 2,775,906	to \$ 2,982,389	\$ 1,721,613	to \$ 1,721,613	DD Budget includes 6% of Construction Cost for FF&E, plus \$100,000 owner moving expenses. Note: Fleet maintenance equipment and lifts, wash bay equipment and storage shelving now included in Construction Cost above.
K	Administrative Expenses* (2% of Line F)		\$ 555,181	to \$ 596,478	\$ 166,200	to \$ 166,200	Not percentage based. Includes RCW Preconstruction Services, Utility Connection Fee Allowances.
L	A/E Fees (Includes Civil Engineering Service Fees Contracted Direct By Owner)		\$ 2,020,860	to \$ 2,171,179	\$ 2,002,656	to \$ 2,002,656	Includes Kluber, EEI Design Fees + Soil Boring sampling costs
M	Total Soft Costs (J+K+L)		\$ 5,351,947	to \$ 5,750,046	\$ 3,890,469	to \$ 3,890,469	
N	Total Project Budget		\$ 35,886,916	to \$ 38,556,327	\$ 35,376,783	to \$ 38,888,850	
P	Alternates for Consideration:						
1	Alt. #1 - Carport Construction: East of Shops	6,943	\$ 860,932	to \$ 958,134	\$ 545,935	to \$ 545,935	
Q	Grand Total Project Budget with Alternate #1		\$ 36,747,848	\$ 39,514,461	\$ 35,922,718	\$ 39,434,785	



**Updated, Final Total Project Budget  
is Comparable to the Kluber Initial  
Schematic Design Estimates**

# Project Schedule







## YORKVILLE PUBLIC WORKS AND PARKS FACILITY MILESTONE DATES

TASK	DATES
Receive "For Bid" Documents from Kluber	January 15, 2025
Review Drawings, Create Work Scopes and Front End	January 16 - 31, 2025
Project Out to Bid	February 3, 2025
Bid Opening	February 25, 2025
Scope Review Meetings / Create GMP	February 26 - March 7, 2025
GMP Amendment to Yorkville	March 10, 2025
Yorkville Council Approval Process	March 11 - 25, 2025
Start Construction	April 1, 2025
Project Complete	August 31, 2026



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 2025-04

### Agenda Item Summary Memo

**Title:** Municipal Utility Tax Code Amendment

**Meeting and Date:** City Council – January 14, 2025

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

### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Jori Behland, City Clerk  
CC: Bart Olson, City Administrator  
Date: January 14, 2025  
Subject: Municipal Utility Tax Code Amendment

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## **Summary**

Approval of an Ordinance amending the City's code referring to the Municipal Utility Tax.

## **Background**

In 2001, the City Council passed Ordinance 2001-05, which amended the municipal utility tax. After a recent review, staff discovered that Ordinance 2001-05 was never codified in the municipal code. Staff has confirmed that the amounts shown on the City's ComEd utility bill as being collected match those specified in Ordinance 2001-05.

To address this oversight, the City Attorney has prepared a new ordinance to codify the municipal utility tax. This action ensures consistency and clarity in the municipal code moving forward. The cents per kilowatt-hour specified in Ordinance 2001-05 remain unchanged in the new ordinance. The penalty provisions from Ordinance 2001-05, which outlined a fine of not less than \$100 and not exceeding \$200, were not included in the new ordinance. The current code's penalties default to the city's general penalty provision under Chapter 4 of the municipal code, which specifies fines ranging from \$75 to \$750.

## **Recommendation**

Staff recommends approval of this ordinance to finalize its codification.

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

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL  
COUNTY, ILLINOIS AMENDING THE YORKVILLE CITY CODE**

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

**Section 1.** Section 3-2-4 B1.c(1)A of Title 3, Chapter 2 of the Yorkville City Code is hereby amended by deleting said section in its entirety and replacing it with the following:

- A. A tax is imposed on all persons engaged in the use or consumption of electricity within the corporate limits of the City at the following rates calculated on a monthly basis for each pair chosen:
- i. For the first 2,000 kilowatt-hours used or consumed in a month;  
0.562 cents per kilowatt-hour;
  - ii. For the next 48,000 kilo-watt-hours used or consumed in a month;  
0.369 cents per kilowatt-hour;
  - iii. For the next 50,000 kilowatt-hours used or consumed in a month;  
0.332 cents per kilowatt-hour;
  - iv. For the next 400,000 kilowatt-hours used or consumed in a month;  
0.323 cents per kilowatt-hour;
  - v. For the next 500,000 kilowatt-hours used or consumed in a month;  
0.313 cents per kilowatt-hour;
  - vi. For the next 2,000,000 kilowatt-hours used or consumed in a month;  
0.295 cents per kilowatt-hour;
  - vii. For the next 2,000,000 kilowatt-hours used or consumed in a month;  
0.290 cents per kilowatt-hour;
  - viii. For the next 5,000,000 kilowatt-hours used or consumed in a month;  
0.286 cents per kilowatt-hour;
  - ix. For the next 10,000,000 kilowatt-hours used or consumed in a month;  
0.281 cents per kilowatt-hour;
  - x. For all electricity used or consumed in excess of 20,000,000 kilowatt-hours in a month; .0277 cents per kilowatt-hour.

The tax rates set forth in the preceding table will be used at least through December 31, 2008, are proportional to the rates enumerated in 65 ILCS 5/8-11-2 (as modified by Public Act 90-561), and do not exceed the revenue that could have been collected during 1997 using the rates enumerated in 65 ILCS 5/8-11-2 (prior to being modified by Public Act 90-561).

**Section 2.** Section 3-2-4H of Title 3, Chapter 2 of the Yorkville City Code is hereby amended by deleting said section in its entirety and replacing it with the following:

H. None of the taxes authorized by this section may be imposed with respect to any transaction in interstate commerce or otherwise to the extent to which the business or privilege may not, under the Constitution and statutes of the United States, be made the subject of taxation by this State or any political sub-division thereof; nor shall any persons engaged in the business of distributing, supplying, furnishing, selling or transmitting gas, water, electricity, or engaged in the business of transmitting messages, or using or consuming electricity acquired in a purchase at retail, be subject to taxation under the provisions of Ordinance for those transactions that are or may become subject to taxation under the provisions of the “Municipal Retailers’ Occupation Tax Act” authorized by Section 8-11-1; nor shall any tax authorized by this section be imposed upon any person engaged in a business or on any privilege unless the tax is imposed in like manner and at the same rate upon all persons engaged in businesses of the same class in the City, whether privately or City owned or operated, or exercising the same privilege within the City.

**Section 3.** Ordinance No. 2001-4 passed and approved by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois on January 25, 2001, is hereby repealed.

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

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

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CITY CLERK

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

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

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

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

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

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

SEAVAR TARULIS \_\_\_\_\_

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

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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



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

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2024-101

### Agenda Item Summary Memo

**Title:** Grande Reserve – Bailey and Mill Rd. Parking

**Meeting and Date:** City Council – January 14, 2025

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

### Council Action Previously Taken:

Date of Action: PW – 12/17/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-101

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

**Submitted by:** Brad Sanderson

Name

Engineering

Department

### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: January 9, 2025  
Subject: Parking restrictions on Bailey Road near Mill Road

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## **Summary**

Consideration of a parking restriction on Bailey Road along the west side of the roadway between Mill Road and Beresford Drive.

## **Background**

This item was discussed by the Public Works Committee in December 2024 (packet materials attached). At that meeting, the Committee recommended a more narrow parking restriction than what was shown in the committee meeting packet – settling on a restriction along the westside of Bailey Road between Mill Road and Beresford Drive. This proposed restriction would prevent cars from parking along both sections of this roadway (which would throttle down traffic in both directions) and would further prevent any car from parking too close to the intersection.

Given the limited area proposed for the parking restriction, the Committee recommended against the full public input process. No resident mailers have been sent, and the ordinance in front of the City Council at this meeting is ready to be voted on immediately.

## **Recommendation**

Staff recommends approval of the ordinance implementing parking restrictions along Bailey Road.



**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS REGULATING ON-STREET PARKING**

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

**Section 1.** Title 6, Chapter 2, Section 6-2-2, of the United City of Yorkville Code of Ordinances is hereby amended by adding the following:

**6-2-2: PARKING PROHIBITED ON DESIGNATED STREETS:**

**BAILEY ROAD**

A “no parking” zone shall be created on the west side of Bailey Road from Mill Road through the intersection of Beresford Drive.

**Section 2.** If any Section, subsection, sentence, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

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

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

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

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

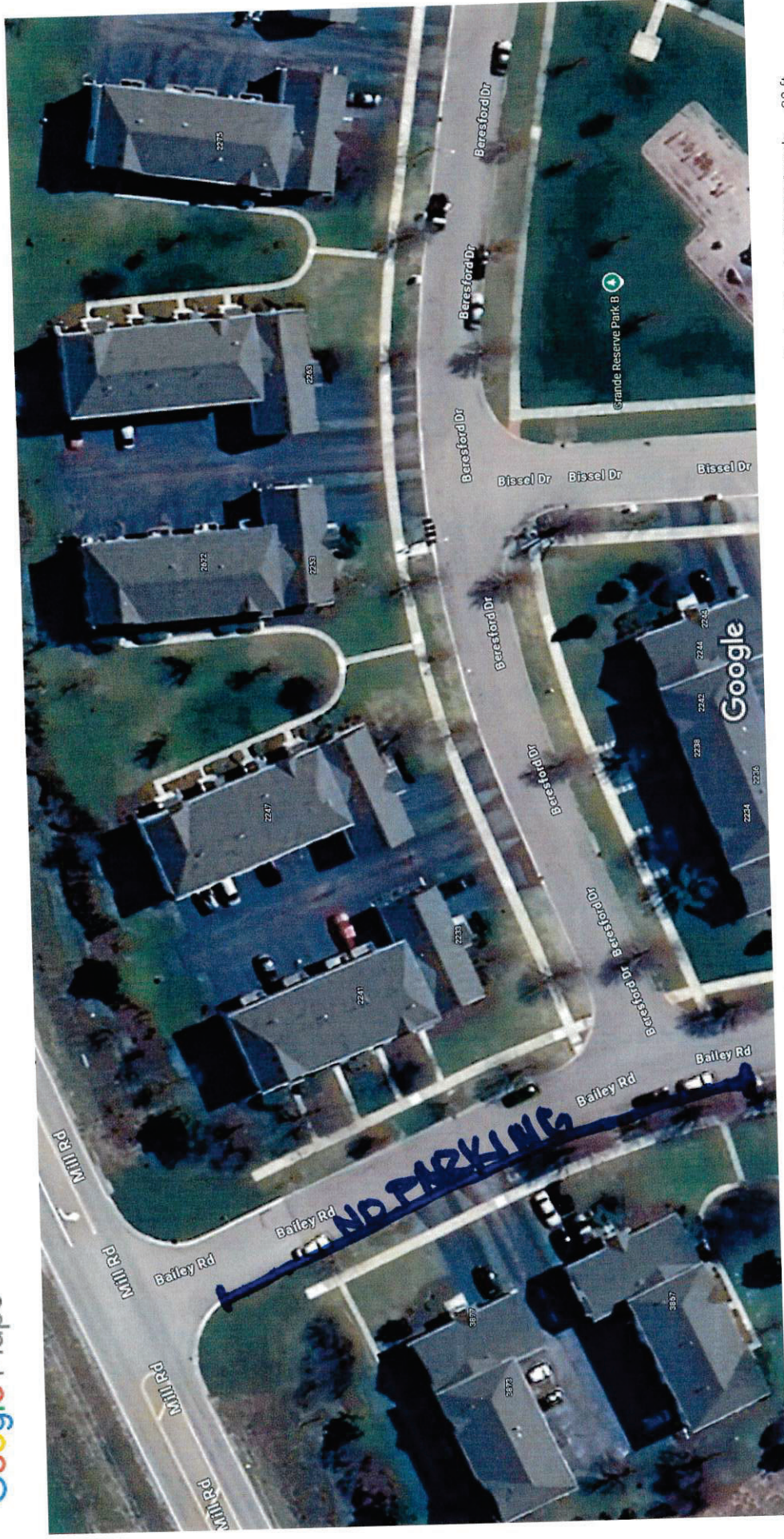
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MAYOR

*Attest:*

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CITY CLERK







# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Krysti Barksdale-Noble, Community Dev. Dir.  
Jori Behland, City Clerk

Date: November 12, 2024  
Subject: Grande Reserve – Bailey Rd and Mill Rd.

A safety concern at the corner of Mill Rd and Bailey Rd in Grande Reserve North was brought to attention by a resident. Vehicles have been parked along both sides of Bailey Rd. between Mill Rd. and Beresford Drive, narrowing the road to the point that only one travel lane is safely available.



**Figure 1:** Bailey Rd looking North from Mill Rd

With 27-feet of asphalt width, and a 1-foot gutter flag, Bailey Road can provide one 8-foot parking lane (including the 1-foot gutter flag). This would allow for two-way traffic with two through lanes of the minimum 10-feet in each direction.

Since there are mail boxes and a greater amount of driveways along the west side of Bailey Road, it is therefore recommended to post “No Parking This Side Of Street” signs, R7-200 along the west side (southbound) Bailey Road. A minimum of four regularly spaced signs are recommended.

Parking is also prohibited within 15 feet of a hydrant, 20-feet of a crosswalk, and within 30-feet of the approach leg to any intersection with a stop sign.

It is therefore recommended to install “No Parking Between Signs” at 15-feet on each side of each fire hydrant, and “No Parking Here to Corner” at 30-feet from the stop sign at the northbound end of Bailey Road at Mill Road. At the south end of Bailey Road, where the fire hydrant is close to the crosswalk, one “No Parking Here to Corner” sign can be utilized 15-feet north of the fire hydrant.







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

**United City of Yorkville**  
651 Prairie Pointe Drive  
Yorkville, IL 60560  
630-553-4350

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

DATE:	DECEMBER 2024
PROJECT NO.:	Y02400
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2024\Y02400
FILE:	Y02400_Bailey_Road_NoParking.kwd





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

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2024-102

### Agenda Item Summary Memo

**Title:** Eldamain Water Main Loop – North Contract Award

**Meeting and Date:** City Council – January 14, 2025

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

### Council Action Previously Taken:

Date of Action: PW – 12/17/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-102

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Contract Award

**Submitted by:** Brad Sanderson

Name

Engineering

Department

### Agenda Item Notes:

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# Memorandum

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

Date: December 4, 2024  
Subject: Eldamain Water Main Loop – North

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Bids were received, opened and tabulated for work to be done on the Eldamain Water Main Loop – North at 11:00 a.m., November 27, 2024. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record.

Per Ordinance 2024-31, the project's funding is by C1 Yorkville, LLC.

The low bid was below our engineer's estimate and within the FY2025 budget. We recommend the acceptance of the bid and approval of award be made to the low bidder, J & S Construction Sewer and Water Inc., P.O. Box 760 Oswego, IL 60543, in the total amount of **\$1,999,133.68**, contingent upon the receipt of the funds from C1 Yorkville, LLC.

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

**Resolution No. 2025-\_\_\_\_\_**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,  
ILLINOIS APPROVING A BID TO CONSTRUCT THE ELDAMAIN WATER LOOP  
NORTH PORTION OF A WATER AND SEWER EXTENSION PROJECT  
(C1 Yorkville, LLC)**

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

**WHEREAS**, 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 Roads (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 “C1 Project”); and

**WHEREAS**, the C1 Project will require the City to extend water and sewer service to the Development Site, including the engineering design for the extensions and acquisition of required temporary and permanent easements necessary to construct the C1 Project (the “Utility Project”); and

**WHEREAS**, the Mayor and City Council (the “Corporate Authorities”) approved City of Yorkville Ordinance No. 2024-31 on July 9, 2024, approving certain agreements with C1 Yorkville, wherein the City agreed to construct the Utility Project on the condition that C1 Yorkville bear all costs incurred in constructing the Utility Project; and

**WHEREAS**, in compliance with all applicable Illinois laws, bids were accepted to complete a portion of the Utility Project, known as the “Eldamain Water Loop – North”, and a public bid opening was held at 11:00 a.m. on November 27, 2024; and



**WHEREAS**, the City’s engineers and staff find that the lowest responsible bidder is J & S Construction Sewer and Water, Inc., P.O. Box 760, Oswego, Illinois 60543 (“J & S Construction”), with a total bid amount of \$1,999,133.68 (the “Project Cost”); and

**WHEREAS**, it has been recommended to the Corporate Authorities that the bid by J & S Construction be accepted, contingent upon receipt of funds from C1 Yorkville to pay the Project Cost.

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

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

**Section 2.** The Corporate Authorities hereby find and declare that a bid by is J & S Construction Sewer and Water, Inc., P.O. Box 760, Oswego, Illinois 60543, to complete the “Eldamain Water Loop – North” project at a cost of \$1,999,133.68 is the lowest responsible bid, and therefore accept the bid, contingent on receipt of adequate funds from C1 Yorkville to pay the Project Cost.

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

*[Remainder of page intentionally left blank. Roll call vote follows.]*

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

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

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

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

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

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

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

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

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

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

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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

**BID SUMMARY**  
**ELDAMAIN WATER MAIN LOOP - NORTH CONTRACT**  
**UNITED CITY OF YORKVILLE**

BID TABULATION BIDS RECEIVED 11:00 A.M. 11/27/2024	<b>PirTano Construction Co., LLC.</b> 1766 Armitage Court Addison, IL 60101	<b>Martam Construction, Inc.</b> 1200 Gasket Drive Elgin, IL-60120	<b>Kane County Excavating</b> P.O. Box 554 Hampshire, IL 60140	<b>Performance Const - &amp; Eng.</b> 217 W. John Street Plano, IL-60545
<b>BID TOTAL</b>	\$3,160,995.93	\$3,961,262.50	\$2,859,106.00	\$2,758,877.00
<b>BID BOND</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>SIGNED BID</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>ADDENDUM NO. 1</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>ADDENDUM NO. 2</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
BID TABULATION BIDS RECEIVED 11:00 A.M. 11/27/2024	<b>J &amp; S Construction Sewer and Water Inc.</b> P.O. Box 760 Oswego, IL 60543	<b>Neslund &amp; Associates, Inc.</b> 115 S. River Road North Aurora, IL 60542	<b>Fischer Excavating, Inc.</b> 1567 N Heine Rd Freeport, IL-61032	<b>H. Linden &amp; Sons Sewer and Water, Inc.</b> 722 E. South St., Unit D Plano, IL-60545
<b>BID TOTAL</b>	\$1,999,133.68	\$2,346,656.85	\$2,685,268.75	\$3,133,394.00
<b>BID BOND</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>SIGNED BID</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>ADDENDUM NO. 1</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>ADDENDUM NO. 2</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
BID TABULATION BIDS RECEIVED 11:00 A.M. 11/27/2024	<b>Conley Excavating, Inc.</b> 1555 Gramercy Pl Morris, IL-60450	<b>Acqua Contractors</b> 551 S IL Route 83 Elmhurst, IL-60126	<b>Winner Excavating, Inc.</b> 1211 Deer St Yorkville, IL-60560	<b>Benchmark Construction</b> 2260 Southwind Blvd Bartlett, IL-60103
<b>BASE BID TOTAL</b>	\$3,061,746.75	\$3,750,000.00	\$2,448,532.18	\$3,088,000.00
<b>BID BOND</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>SIGNED BID</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>ADDENDUM NO. 1</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>ADDENDUM NO. 2</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
BID TABULATION BIDS RECEIVED 11:00 A.M. 11/27/2024	<b>Trine Construction Corp.</b> 1041 Trine Court St. Charles, IL-60174	<b>Scanlon Excavating &amp; Concrete, Inc.</b> 630 S 7000 W Road Kankakee, IL 60901		
<b>BASE BID TOTAL</b>	\$2,780,000.00	\$2,996,941.45		
<b>BID BOND</b>	<b>X</b>	<b>X</b>		
<b>SIGNED BID</b>	<b>X</b>	<b>X</b>		
<b>ADDENDUM NO. 1</b>	<b>X</b>	<b>X</b>		
<b>ADDENDUM NO. 2</b>	<b>X</b>	<b>X</b>		

BID TABULATION ELDAMAIN WATER MAIN LOOP - NORTH CONTRACT UNITED CITY OF YORKVILLE																				
		BID TABULATION BIDS RECD 11/27/2024		Acqua Contractors 551 S IL Route 83 Elmhurst, IL-60126		Benchmark Construction 2260 Southwind Blvd Bartlett, IL-60103		Conley Excavating, Inc. 1555 Gramercy Pl Morris, IL-60450		Fischer Excavating, Inc. 1567 N Heine Rd Freeport, IL-61032		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		J & S Construction Sewer and Water Inc. P.O. Box 760 Oswego, IL 60543		Kane County Excavating P.O. Box 554 Hampshire, IL 60140		Martam Construction, Inc. 1200 Gasket Drive Elgin, IL-60120		
ITEM				UNIT		UNIT		UNIT		UNIT		UNIT		UNIT		UNIT		UNIT		
NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	
1	TREE REMOVAL	ACRE	0.23	\$ 15,000.00	\$ 3,450.00	\$ 42,000.00	\$ 9,660.00	\$ 37,000.00	\$ 8,510.00	\$ 42,000.00	\$ 9,660.00	\$ 15,000.00	\$ 3,450.00	\$ 12,000.00	\$ 2,760.00	\$ 50,000.00	\$ 11,500.00	\$ 40,000.00	\$ 9,200.00	
2	CONNECTION TO EXISTING WATER MAIN, 16-INCH	EACH	3	\$ 15,000.00	\$ 45,000.00	\$ 9,500.00	\$ 28,500.00	\$ 5,430.00	\$ 16,290.00	\$ 8,350.00	\$ 25,050.00	\$ 10,000.00	\$ 30,000.00	\$ 4,000.00	\$ 12,000.00	\$ 7,600.00	\$ 22,800.00	\$ 16,860.00	\$ 50,580.00	
3	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	LF	24	\$ 240.00	\$ 5,760.00	\$ 191.00	\$ 4,584.00	\$ 225.00	\$ 5,400.00	\$ 176.00	\$ 4,224.00	\$ 168.00	\$ 4,032.00	\$ 158.00	\$ 3,792.00	\$ 140.00	\$ 3,360.00	\$ 286.00	\$ 6,864.00	
4	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH	LF	11,141	\$ 225.00	\$ 2,506,725.00	\$ 193.00	\$ 2,150,213.00	\$ 167.00	\$ 1,860,547.00	\$ 149.00	\$ 1,660,009.00	\$ 169.00	\$ 1,882,829.00	\$ 121.00	\$ 1,348,061.00	\$ 147.00	\$ 1,637,727.00	\$ 224.00	\$ 2,495,584.00	
5	GATE VALVE AND VALVE VAULT, 12-INCH	EACH	2	\$ 10,000.00	\$ 20,000.00	\$ 8,500.00	\$ 17,000.00	\$ 9,600.00	\$ 19,200.00	\$ 8,440.00	\$ 16,880.00	\$ 9,000.00	\$ 18,000.00	\$ 6,500.00	\$ 13,000.00	\$ 8,300.00	\$ 16,600.00	\$ 13,680.00	\$ 27,360.00	
6	BUTTERFLY VALVE AND VALVE VAULT, 16-INCH	EACH	17	\$ 12,000.00	\$ 204,000.00	\$ 10,400.00	\$ 176,800.00	\$ 10,215.00	\$ 173,655.00	\$ 10,785.00	\$ 183,345.00	\$ 15,000.00	\$ 255,000.00	\$ 7,600.00	\$ 129,200.00	\$ 10,100.00	\$ 171,700.00	\$ 16,670.00	\$ 283,390.00	
7	PRESSURE CONNECTION, 16-INCH	EACH	1	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 39,900.00	\$ 39,900.00	\$ 33,432.00	\$ 33,432.00	\$ 19,000.00	\$ 19,000.00	\$ 1,420.00	\$ 1,420.00	\$ 33,500.00	\$ 33,500.00	\$ 58,200.00	\$ 58,200.00	
8	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	11	\$ 12,000.00	\$ 132,000.00	\$ 10,800.00	\$ 118,800.00	\$ 9,100.00	\$ 100,100.00	\$ 8,395.00	\$ 92,345.00	\$ 12,000.00	\$ 132,000.00	\$ 8,000.00	\$ 88,000.00	\$ 7,500.00	\$ 82,500.00	\$ 11,860.00	\$ 130,460.00	
9	FIRE HYDRANT TO BE REMOVED	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 200.00	\$ 200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,144.00	\$ 1,144.00	\$ 750.00	\$ 750.00	\$ 745.00	\$ 745.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	
10	DUCTILE IRON FITTINGS	LB	10,768	\$ 1.00	\$ 10,768.00	\$ 9.00	\$ 96,912.00	\$ 13.00	\$ 139,984.00	\$ 10.50	\$ 113,064.00	\$ 10.00	\$ 107,680.00	\$ 0.01	\$ 107.68	\$ 12.00	\$ 129,216.00	\$ 9.00	\$ 96,912.00	
11	STEEL CASING PIPE, 30-INCH (.3" WALL THICKNESS) BORED AND JACKED	LF	252	\$ 800.00	\$ 201,600.00	\$ 688.00	\$ 173,376.00	\$ 1,240.00	\$ 312,480.00	\$ 1,121.00	\$ 282,492.00	\$ 1,200.00	\$ 302,400.00	\$ 740.00	\$ 186,480.00	\$ 767.00	\$ 193,284.00	\$ 1,190.00	\$ 299,880.00	
12	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TONS	200	\$ 60.00	\$ 12,000.00	\$ 47.00	\$ 9,400.00	\$ 1.00	\$ 200.00	\$ 61.00	\$ 12,200.00	\$ 50.00	\$ 10,000.00	\$ 10.00	\$ 2,000.00	\$ 45.00	\$ 9,000.00	\$ 80.00	\$ 16,000.00	
13	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TONS	200	\$ 60.00	\$ 12,000.00	\$ 15.00	\$ 3,000.00	\$ 1.00	\$ 200.00	\$ 21.00	\$ 4,200.00	\$ 50.00	\$ 10,000.00	\$ 10.00	\$ 2,000.00	\$ 45.00	\$ 9,000.00	\$ 45.00	\$ 9,000.00	
14	FOUNDATION MATERIAL	CY	200	\$ 30.00	\$ 6,000.00	\$ 85.00	\$ 17,000.00	\$ 40.00	\$ 8,000.00	\$ 72.00	\$ 14,400.00	\$ 1.00	\$ 200.00	\$ 10.00	\$ 2,000.00	\$ 45.00	\$ 9,000.00	\$ 83.00	\$ 16,600.00	
15	EXPLORATORY EXCAVATION	EACH	8	\$ 800.00	\$ 6,400.00	\$ 1,000.00	\$ 8,000.00	\$ 500.00	\$ 4,000.00	\$ 778.00	\$ 6,224.00	\$ 450.00	\$ 3,600.00	\$ 120.00	\$ 960.00	\$ 200.00	\$ 1,600.00	\$ 1,120.00	\$ 8,960.00	
16	VALVE VAULT TO BE REMOVED	EACH	1	\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 825.00	\$ 825.00	\$ 1,200.00	\$ 1,200.00	\$ 680.00	\$ 680.00	
17	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 22,330.00	\$ 22,330.00	\$ 11,720.00	\$ 11,720.00	\$ 15,000.00	\$ 15,000.00	\$ 2,500.00	\$ 2,500.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00	
18	FULL DEPTH PAVEMENT PATCHING	SY	63	\$ 170.00	\$ 10,710.00	\$ 230.00	\$ 14,490.00	\$ 154.00	\$ 9,702.00	\$ 198.00	\$ 12,474.00	\$ 115.00	\$ 7,245.00	\$ 155.00	\$ 9,765.00	\$ 65.00	\$ 4,095.00	\$ 161.00	\$ 10,143.00	
19	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SY	59	\$ 72.00	\$ 4,248.00	\$ 100.00	\$ 5,900.00	\$ 130.00	\$ 7,670.00	\$ 103.00	\$ 6,077.00	\$ 64.00	\$ 3,776.00	\$ 65.00	\$ 3,835.00	\$ 65.00	\$ 3,835.00	\$ 74.00	\$ 4,366.00	
20	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	SY	55	\$ 90.00	\$ 4,950.00	\$ 75.00	\$ 4,125.00	\$ 30.00	\$ 1,650.00	\$ 18.00	\$ 990.00	\$ 10.00	\$ 550.00	\$ 2.00	\$ 110.00	\$ 65.00	\$ 3,575.00	\$ 38.00	\$ 2,090.00	
21	MAILBOX TO BE REMOVED AND RESET	EACH	1	\$ 800.00	\$ 800.00	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 456.00	\$ 456.00	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 750.00	\$ 750.00	\$ 400.00	\$ 400.00	
22	STABILIZED CONSTRUCTION ENTRANCE	EACH	5	\$ 10,000.00	\$ 50,000.00	\$ 6,300.00	\$ 31,500.00	\$ 1,200.00	\$ 6,000.00	\$ 1,450.00	\$ 7,250.00	\$ 2,000.00	\$ 10,000.00	\$ 1,740.00	\$ 8,700.00	\$ 2,000.00	\$ 10,000.00	\$ 3,360.00	\$ 16,800.00	
23	PERIMETER EROSION BARRIER	LF	11,141	\$ 3.00	\$ 33,423.00	\$ 4.00	\$ 44,564.00	\$ 3.75	\$ 41,778.75	\$ 2.75	\$ 30,637.75	\$ 2.00	\$ 22,282.00	\$ 3.00	\$ 33,423.00	\$ 4.00	\$ 44,564.00	\$ 3.50	\$ 38,993.50	
24	DRAIN TILE REPLACEMENT	LF	200	\$ 50.00	\$ 10,000.00	\$ 93.00	\$ 18,600.00	\$ 65.00	\$ 13,000.00	\$ 104.00	\$ 20,800.00	\$ 48.00	\$ 9,600.00	\$ 21.00	\$ 4,200.00	\$ 69.00	\$ 13,800.00	\$ 88.00	\$ 17,600.00	
25	RESTORATION	L SUM	1	\$ 117,916.00	\$ 117,916.00	\$ 8,176.00	\$ 8,176.00	\$ 97,000.00	\$ 97,000.00	\$ 29,195.00	\$ 29,195.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 240,000.00	\$ 240,000.00	\$ 160,000.00	\$ 160,000.00	
26	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 210,000.00	\$ 210,000.00	\$ 6,500.00	\$ 6,500.00	\$ 71,000.00	\$ 71,000.00	\$ 6,500.00	\$ 6,500.00	\$ 160,000.00	\$ 160,000.00	\$ 33,000.00	\$ 33,000.00	\$ 75,000.00	\$ 75,000.00	\$ 60,000.00	\$ 60,000.00	
27	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	100,000	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	
	BASE BID TOTAL (ITEMS 1-50)				\$ 3,750,000.00		\$ 3,088,000.00		\$ 3,061,746.75		\$ 2,685,268.75		\$ 3,133,394.00		\$ 1,999,133.68		\$ 2,859,106.00		\$ 3,961,262.50	
ABOVE/BELOW ENGINEERS ESTIMATE						-9.93%		-25.83%		-26.46%		-35.50%		-24.74%		-51.98%		-31.33%		-4.86%
CORRECTED NUMBERS FROM BID																				

BID TABULATION ELDAMAIN WATER MAIN LOOP - NORTH CONTRACT UNITED CITY OF YORKVILLE													
Neslund & Associates, Inc. 115 S. River Road North Aurora, IL-60542		Performance Const - & Eng. 217 W. John Street Plano, IL-60545		PirTano Construction Co., LLC. 1766 Armitage Court Addison, IL 60101		Scanlon Excavating & Concrete, Inc. 630 S 7000 W Road Kankakee, IL 60901		Trine Construction Corp. 1041 Trine Court St. Charles, IL-60174		Winner Excavating, Inc. 1211 Deer St Yorkville, IL-60560		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
UNIT		UNIT		UNIT		UNIT		UNIT		UNIT		UNIT	
PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
\$ 77,485.00	\$ 17,821.55	\$ 15,000.00	\$ 3,450.00	\$ 5,891.00	\$ 1,354.93	\$ 35,000.00	\$ 8,050.00	\$ 37,500.02	\$ 8,625.00	\$ 40,000.00	\$ 9,200.00	\$ 30,000.00	\$ 6,900.00
\$ 7,060.00	\$ 21,180.00	\$ 10,000.00	\$ 30,000.00	\$ 5,484.00	\$ 16,452.00	\$ 8,500.00	\$ 25,500.00	\$ 9,230.00	\$ 27,690.00	\$ 6,000.00	\$ 18,000.00	\$ 13,000.00	\$ 39,000.00
\$ 89.75	\$ 2,154.00	\$ 130.00	\$ 3,120.00	\$ 204.00	\$ 4,896.00	\$ 225.00	\$ 5,400.00	\$ 169.45	\$ 4,066.80	\$ 200.00	\$ 4,800.00	\$ 210.00	\$ 5,040.00
\$ 124.00	\$ 1,381,484.00	\$ 150.00	\$ 1,671,150.00	\$ 183.00	\$ 2,038,803.00	\$ 170.00	\$ 1,893,970.00	\$ 157.23	\$ 1,751,699.43	\$ 143.00	\$ 1,593,163.00	\$ 225.00	\$ 2,506,725.00
\$ 6,695.00	\$ 13,390.00	\$ 10,000.00	\$ 20,000.00	\$ 7,999.00	\$ 15,998.00	\$ 8,500.00	\$ 17,000.00	\$ 9,710.31	\$ 19,420.26	\$ 9,000.00	\$ 18,000.00	\$ 10,000.00	\$ 20,000.00
\$ 7,715.00	\$ 131,155.00	\$ 12,000.00	\$ 204,000.00	\$ 10,226.00	\$ 173,842.00	\$ 10,500.00	\$ 178,500.00	\$ 12,854.75	\$ 218,530.75	\$ 10,500.00	\$ 178,500.00	\$ 12,000.00	\$ 204,000.00
\$ 32,900.00	\$ 32,900.00	\$ 10,000.00	\$ 10,000.00	\$ 35,527.00	\$ 35,527.00	\$ 25,000.00	\$ 25,000.00	\$ 1.00	\$ 1.00	\$ 6,500.00	\$ 6,500.00	\$ 12,000.00	\$ 12,000.00
\$ 6,870.00	\$ 75,570.00	\$ 8,000.00	\$ 88,000.00	\$ 8,115.00	\$ 89,265.00	\$ 8,100.00	\$ 89,100.00	\$ 8,653.98	\$ 95,193.78	\$ 9,600.00	\$ 105,600.00	\$ 10,000.00	\$ 110,000.00
\$ 1,025.00	\$ 1,025.00	\$ 750.00	\$ 750.00	\$ 467.00	\$ 467.00	\$ 1,000.00	\$ 1,000.00	\$ 329.64	\$ 329.64	\$ 750.00	\$ 750.00	\$ 2,000.00	\$ 2,000.00
\$ 9.50	\$ 102,296.00	\$ 11.00	\$ 118,448.00	\$ 9.35	\$ 100,680.80	\$ 1.25	\$ 13,460.00	\$ 0.01	\$ 107.68	\$ 0.01	\$ 107.68	\$ 5.00	\$ 53,840.00
\$ 963.00	\$ 242,676.00	\$ 850.00	\$ 214,200.00	\$ 1,196.00	\$ 301,392.00	\$ 1,125.00	\$ 283,500.00	\$ 878.48	\$ 221,376.96	\$ 915.00	\$ 230,580.00	\$ 1,200.00	\$ 302,400.00
\$ 22.80	\$ 4,560.00	\$ 10.00	\$ 2,000.00	\$ 35.00	\$ 7,000.00	\$ 30.00	\$ 6,000.00	\$ 40.25	\$ 8,050.00	\$ 19.00	\$ 3,800.00	\$ 70.00	\$ 14,000.00
\$ 22.80	\$ 4,560.00	\$ 10.00	\$ 2,000.00	\$ 15.00	\$ 3,000.00	\$ 30.00	\$ 6,000.00	\$ 40.25	\$ 8,050.00	\$ 19.00	\$ 3,800.00	\$ 80.00	\$ 16,000.00
\$ 54.00	\$ 10,800.00	\$ 5.00	\$ 1,000.00	\$ 92.00	\$ 18,400.00	\$ 100.00	\$ 20,000.00	\$ 74.75	\$ 14,950.00	\$ 1.00	\$ 200.00	\$ 60.00	\$ 12,000.00
\$ 2,285.00	\$ 18,280.00	\$ 100.00	\$ 800.00	\$ 648.00	\$ 5,184.00	\$ 500.00	\$ 4,000.00	\$ 1,437.50	\$ 11,500.00	\$ 500.00	\$ 4,000.00	\$ 1,200.00	\$ 9,600.00
\$ 505.00	\$ 505.00	\$ 750.00	\$ 750.00	\$ 493.00	\$ 493.00	\$ 650.00	\$ 650.00	\$ 307.67	\$ 307.67	\$ 750.00	\$ 750.00	\$ 2,500.00	\$ 2,500.00
\$ 35,450.00	\$ 35,450.00	\$ 30,000.00	\$ 30,000.00	\$ 26,664.00	\$ 26,664.00	\$ 20,000.00	\$ 20,000.00	\$ 9,230.00	\$ 9,230.00	\$ 34,000.00	\$ 34,000.00	\$ 70,000.00	\$ 70,000.00
\$ 193.00	\$ 12,159.00	\$ 150.00	\$ 9,450.00	\$ 256.00	\$ 16,128.00	\$ 100.00	\$ 6,300.00	\$ 143.75	\$ 9,056.25	\$ 180.00	\$ 11,340.00	\$ 85.00	\$ 5,355.00
\$ 94.00	\$ 5,546.00	\$ 65.00	\$ 3,835.00	\$ 198.00	\$ 11,682.00	\$ 100.00	\$ 5,900.00	\$ 74.75	\$ 4,410.25	\$ 81.00	\$ 4,779.00	\$ 40.00	\$ 2,360.00
\$ 21.00	\$ 1,155.00	\$ 25.00	\$ 1,375.00	\$ 58.00	\$ 3,190.00	\$ 25.00	\$ 1,375.00	\$ 23.00	\$ 1,265.00	\$ 42.00	\$ 2,310.00	\$ 40.00	\$ 2,200.00
\$ 325.00	\$ 325.00	\$ 350.00	\$ 350.00	\$ 283.00	\$ 283.00	\$ 300.00	\$ 300.00	\$ 172.50	\$ 172.50	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
\$ 2,765.00	\$ 13,825.00	\$ 1,000.00	\$ 5,000.00	\$ 2,065.00	\$ 10,325.00	\$ 2,500.00	\$ 12,500.00	\$ 4,025.00	\$ 20,125.00	\$ 2,500.00	\$ 12,500.00	\$ 4,500.00	\$ 22,500.00
\$ 3.30	\$ 36,765.30	\$ 1.00	\$ 11,141.00	\$ 2.20	\$ 24,510.20	\$ 3.45	\$ 38,436.45	\$ 3.16	\$ 35,205.56	\$ 2.50	\$ 27,852.50	\$ 4.00	\$ 44,564.00
\$ 67.00	\$ 13,400.00	\$ 15.00	\$ 3,000.00	\$ 69.00	\$ 13,800.00	\$ 50.00	\$ 10,000.00	\$ 23.80	\$ 4,760.00	\$ 40.00	\$ 8,000.00	\$ 125.00	\$ 25,000.00
\$ 62,675.00	\$ 62,675.00	\$ 75,000.00	\$ 75,000.00	\$ 134,000.00	\$ 134,000.00	\$ 175,000.00	\$ 175,000.00	\$ 120,750.00	\$ 120,750.00	\$ 59,000.00	\$ 59,000.00	\$ 500,000.00	\$ 500,000.00
\$ 5,000.00	\$ 5,000.00	\$ 150,058.00	\$ 150,058.00	\$ 7,659.00	\$ 7,659.00	\$ 50,000.00	\$ 50,000.00	\$ 85,126.11	\$ 85,126.11	\$ 10,500.00	\$ 10,500.00	\$ 75,000.00	\$ 75,000.00
\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00
	\$ 2,346,656.85		\$ 2,758,877.00		\$ 3,160,995.93		\$ 2,996,941.45		\$ 2,779,999.64		\$ 2,448,532.18		\$ 4,163,484.00
-43.64%		-33.74%		-24.08%		-28.02%		-33.23%		-41.19%		-	



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

Agenda Item Number

Public Works Committee #3

Tracking Number

PW 2024-103

### Agenda Item Summary Memo

**Title:** Cyrus One / Eldamain Water Main Loop – North Contract Construction Agreement

**Meeting and Date:** City Council – January 14, 2025

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

### Council Action Previously Taken:

Date of Action: PW – 12/17/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-103

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

**Submitted by:** Bart Olson

Name

Administration

Department

### Agenda Item Notes:

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

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



# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: December 12, 2024  
Subject: Cyrus One / Eldamain Water Loop – northern contract,  
construction engineering agreement

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## **Summary**

Consideration of a construction engineering agreement with EEI to cover the northern portion of the Eldamain Water Loop to the Cyrus One property.

## **Background**

This item was last discussed by the City Council in July 2024 when the City Council approved a development agreement with Cyrus One, covering construction of utilities to the development. Since then, staff have finished the design of the utilities and put the project out to bid (separate agenda item). Accordingly, EEI has submitted a construction engineering agreement for our review.

The EEI proposal for construction engineering is for a total estimated amount of \$191,445, covering \$184,195 in estimated labor expenses and \$7,250 in estimated direct expenses. These costs are included in the FY 25 and FY 26 budget, and ultimately these costs will be covered by Cyrus One.

## **Recommendation**

Staff recommends approval of the construction engineering agreement with EEI covering the northern portion of the Eldamain Water Loop to the Cyrus One property.

**Resolution No. 2025-\_\_\_\_\_**

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING  
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

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

**WHEREAS**, the City's Public Works Department plans to extend City water service, including constructing the Eldamain Water Main Loop (the "Project"); and

**WHEREAS**, completion of the Project will require engineering services conducted by an outside engineering firm; and

**WHEREAS**, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

**WHEREAS**, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

**WHEREAS**, the City administration recommends approval of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council (the "Corporate Authorities") of the United City of Yorkville, Kendall County, Illinois, as follows:

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

**Section 2.** The Mayor and City Clerk are hereby authorized to execute the *Eldamain Water Main Loop – North Contract, United City of Yorkville, Professional Services Agreement –*



*Construction Engineering*, attached hereto as *Exhibit A*.

**Section 3.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

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

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

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

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

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

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

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

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

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

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

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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

**Eldamain Water Main Loop – North Contract  
United City of Yorkville  
Professional Services Agreement – Construction Engineering**

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

**A. Services:**

The ENGINEER shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Construction engineering will be provided for approximately 11,100 linear feet of 16-inch and 25 linear feet of 12-inch water main improvements along Eldamain Road and Corneils Road. (see Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

**B. Term:**

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination.

**C. Compensation and maximum amounts due to Contractor:**

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at **\$184,195**. Direct expenses are estimated at **\$7,250**. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

**E. Ownership of Records and Documents:**

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without Contractor's consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

**F. Governing Law:**

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

**G. Independent Contractor:**

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose.

**H. Certifications:**

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

**Felony Certification:** The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

**Barred from Contracting:** The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

**Drug Free Workplace:** The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

**Non-Discrimination, Certification, and Equal Employment Opportunity:** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

**International Boycott:** The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

**Record Retention and Audits:** If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor

agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: ☒ United States Citizen ☐ Resident Alien ☐ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☒ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.

#### **I. Indemnification:**

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

#### **J. Insurance:**

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

#### **K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements

between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

<b>Attachment A:</b>	Standard Terms and Conditions
<b>Attachment B:</b>	Scope of Services
<b>Attachment C:</b>	Estimate of Level of Effort and Associated Cost
<b>Attachment D:</b>	Anticipated Project Schedule
<b>Attachment E:</b>	Location Map
<b>Attachment F:</b>	2024 Standard Schedule of Charges

#### **L. Notices:**

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

City Administrator and City Clerk  
United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, IL 60560

For the ENGINEER:

Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this \_\_\_\_day of \_\_\_\_\_, 2024.

United City of Yorkville:

Engineering Enterprises, Inc.:

\_\_\_\_\_  
John Purcell  
Mayor

\_\_\_\_\_  
Brad Sanderson, P.E.  
Chief Operating Officer / President

\_\_\_\_\_  
Jori Behland  
City Clerk

\_\_\_\_\_  
Angie Smith  
Executive Assistant

## STANDARD TERMS AND CONDITIONS

**Agreement:** These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

**Standard of Care:** In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

**Construction Engineering and Inspection:** The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

**Opinion of Probable Construction Costs:** ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

**Copies of Documents & Electronic Compatibility:** Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

**Changed Conditions:** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

**Hazardous Conditions:** OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

**Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of



profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**Termination:** This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

**Payment of Invoices:** Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

**Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

**Force Majeure:** Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

**Additional Terms or Modification:** All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

**Assignment:** Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

**Waiver:** A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**Attorney's Fees:** In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

**Fiduciary Duty:** Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

**Headings:** The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.



**Attachment B – Scope of Services  
Eldamain Water Main Loop – North Contract  
United City of Yorkville**

The United City of Yorkville intends to install approximately 11,100 linear feet of 16-inch and 25 linear feet of 12-inch water main improvements along Eldamain Road and Corneils Road.

Our proposed scope of services for **Construction Engineering** will include the following:

**3.1 Construction Administration**

- Prepare for, Attend and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Prepare and Handout Construction Notice Flyers to Residents Including Temporary Water Loss Notices
- Coordinate with City Services (Garbage, Mail, Etc.)
- Review Engineering Plans, Specifications and Prepare Field Book
- Prepare Pay Estimates and Change Orders
- Gather Invoices and Waivers of Lien
- Provide Weekly Updates to City or as Required Based on Onsite Activities

**3.2 Construction Layout and Record Drawings**

- Stake Proposed Water Main
- Perform Post Construction Field Survey for Record Drawings
- Prepare and Review Record Drawings

**3.3 Construction Observation and Documentation**

- Review Staked Water Main
- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Resident Engineering Services for Construction
- Coordinate Any Required Testing on Behalf of the City and Review Test Reports
- Provide Quantity Tracking, Documentation and Daily Field Reports
- Perform Punch Walks, Prepare Punch List Letters and Provide Follow Up Inspections and Recommend Acceptance When Appropriate (2 Each)
- Prepare Project Closeout Paperwork

**The following scope of services will be provided by EEI's Subconsultant:**

- Rubino Engineering – Material Testing for Quality Assurance

The above scope for "Eldamain Water Main Loop – North Contract" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of base contract and will be billed in accordance with the Standard Schedule of Charges.

# ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2319-P NORTH CONTRACT	
PROJECT TITLE	DATE	
Eldamain Water Main Loop - North Contract	12/10/24	
	PREPARED BY	
	CPD	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	PE	PT	PM	SPT2	PS	ADMIN	HOURS	COST
		RATE	\$241	\$234	\$210	\$168	\$153	\$210	\$175	\$168	\$72		
<b>CONSTRUCTION ENGINEERING</b>													
3.1	Contract Administration		9	7	42	44	41		-	-	2	145	\$ 26,436
3.2	Construction Layout and Record Drawings		-	4	-	2	4	5	71	57	-	143	\$ 24,935
3.3	Observation and Documentation		2	2	46	20	774		-	-	6	850	\$132,824
	Construction Engineering Subtotal:		11	13	88	66	819	5	71	57	8	1,138	\$184,195
<b>PROJECT TOTAL:</b>													
<b>11   13   88   66   819   5   71   57   8   1,138   184,195</b>													

<b>DIRECT EXPENSES</b>	
Printing/Scanning =	\$ 200
Vehicle =	\$ 4,550
Material Testing =	\$ 2,500
Environmental Assessment =	\$ -
<b>DIRECT EXPENSES =</b>	<b>\$ 7,250</b>

<b>LABOR SUMMARY</b>	
EEI Labor Expenses =	\$161,144
Surveying Expenses =	\$ 23,051
Drafting Expenses =	\$ -
<b>TOTAL LABOR EXPENSES</b>	<b>\$184,195</b>

<b>TOTAL COSTS</b>	<b>\$191,445</b>
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ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2319-P	
PROJECT TITLE	DATE	PREPARED BY
Eldamain Water Main Loop - North Contract	12/10/2024	VH/CPD

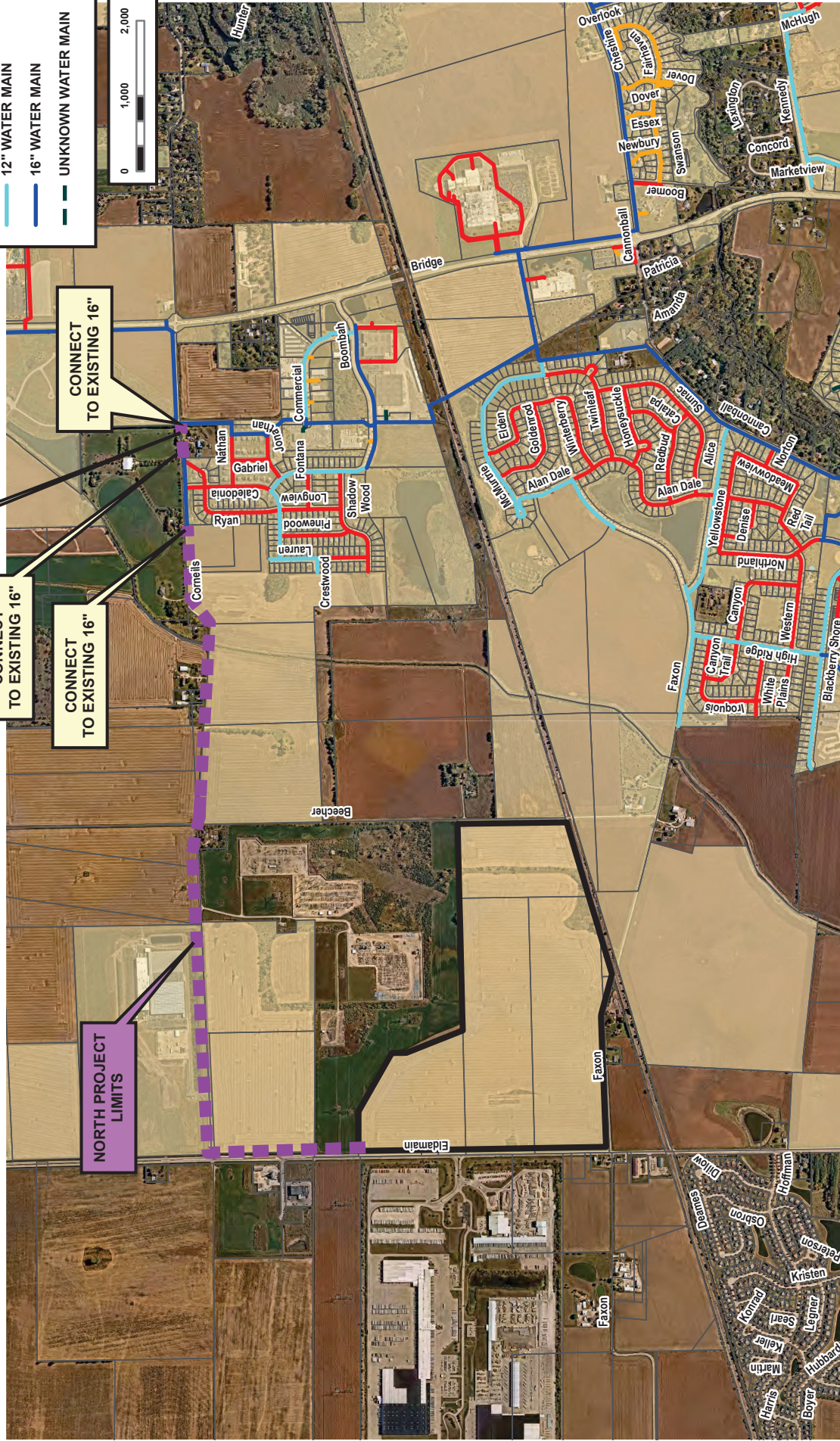
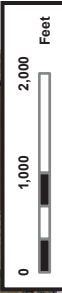
TASK NO.	TASK DESCRIPTION	2025																							
		January				February				March				April				May				June			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
CONSTRUCTION ENGINEERING																									
3.1	Contract Administration																								
3.2	Construction Layout and Record Drawings																								
3.3	Observation and Documentation - Water Main																								







- POTENTIAL DEVELOPMENT
- 6" WATER MAIN
  - 8" WATER MAIN
  - 10" WATER MAIN
  - 12" WATER MAIN
  - 16" WATER MAIN
  - UNKNOWN WATER MAIN



DATE	DECEMBER 2024
PROJECT NO.	Y02019
PATH	H:\GIS\PROJECTS\YORKVILLE\2024\
FILE	Y02019_Eldamain Water Main.dwg

NO.	DATE	REVISIONS

United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, IL 60550  
(830) 353-4350  
<http://www.yorkville.il.us>

Engineering Enterprises, Inc.  
CONSULTING ENGINEERS  
53 Wheeler Road  
Sage Grove, Illinois 60554  
(815) 465-6787 / [www.eeinc.com](http://www.eeinc.com)



ELDAMAIN  
WATER MAIN LOOP

ELDAMAIN WATER MAIN LOOP  
NORTH  
ATTACHMENT E



## STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

### VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 20.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 225.00
Expert Testimony		\$ 275.00





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

Agenda Item Number

Public Works Committee #4

Tracking Number

PW 2024-104

### Agenda Item Summary Memo

**Title:** Eldamain Water Main Loop – South Contract Award

**Meeting and Date:** City Council – January 14, 2025

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

### Council Action Previously Taken:

Date of Action: PW – 12/17/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-104

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Contract Award

**Submitted by:** Brad Sanderson  
Name

Engineering  
Department

### Agenda Item Notes:

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# Memorandum

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

Date: December 4, 2024  
Subject: Eldamain Water Main Loop – South

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Bids were received, opened and tabulated for work to be done on the Eldamain Water Main Loop – South at 11:00 a.m., December 3, 2024. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record.

Per Ordinance 2024-31, the project's funding is by C1 Yorkville, LLC.

The low bid was below our engineer's estimate and within the FY2025 budget. We recommend the acceptance of the bid and approval of award be made to the low bidder, Winner Excavating, Inc., 1211 Deer St. Yorkville, IL 60560, in the total amount of **\$2,679,397.65**, contingent upon the receipt of the funds from C1 Yorkville, LLC.

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

**Resolution No. 2025-\_\_\_\_\_**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,  
ILLINOIS APPROVING A BID TO CONSTRUCT THE ELDAMAIN WATER LOOP  
SOUTH PORTION OF A WATER AND SEWER EXTENSION PROJECT  
(C1 Yorkville, LLC)**

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

**WHEREAS**, 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 Roads (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 “C1 Project”); and

**WHEREAS**, the C1 Project will require the City to extend water and sewer service to the Development Site, including the engineering design for the extensions and acquisition of required temporary and permanent easements necessary to construct the C1 Project (the “Utility Project”); and

**WHEREAS**, the Mayor and City Council (the “Corporate Authorities”) approved City of Yorkville Ordinance No. 2024-31 on July 9, 2024, approving certain agreements with C1 Yorkville, wherein the City agreed to construct the Utility Project on the condition that C1 Yorkville bear all costs incurred in constructing the Utility Project; and

**WHEREAS**, in compliance with all applicable Illinois laws, bids were accepted to complete a portion of the Utility Project, known as the “Eldamain Water Loop – South”, and a public bid opening was held at 11:00 a.m. on December 3, 2024; and



**WHEREAS**, the City’s engineers and staff find that the lowest responsible bidder is Winner Excavating, Inc., 1211 Deer St. Yorkville, IL 60560, with a total bid amount of \$2,679,397.65 (the “Project Cost”); and

**WHEREAS**, it has been recommended to the Corporate Authorities that the bid by Winner be accepted, contingent upon receipt of funds from C1 Yorkville to pay the Project Cost.

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

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

**Section 2.** The Corporate Authorities hereby find and declare that a bid by Winner Excavating, Inc., 1211 Deer Street, Yorkville, Illinois 60560, to complete the “Eldamain Water Loop – South” project at a cost of \$2,679,397.65 is the lowest responsible bid, and therefore accept the bid, contingent on receipt of adequate funds from C1 Yorkville to pay the Project Cost.

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

*[Remainder of page intentionally left blank. Roll call vote follows.]*

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

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

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

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

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

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

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

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

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

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

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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

**BID SUMMARY**  
**ELDAMAIN WATER MAIN LOOP - SOUTH CONTRACT**  
**UNITED CITY OF YORKVILLE**

BID TABULATION BIDS RECEIVED 11:00 A.M. 12/3/2024	<b>J &amp; S Construction Sewer and Water Inc.</b> P.O. Box 760 Oswego, IL 60543	<b>Winninger Excavating, Inc.</b> 1211 Deer St Yorkville, IL-60560	<b>Benchmark Construction</b> 2260 Southwind Blvd Bartlett, IL-60103	<b>C. Szabo Contracting, Inc.</b> 331 Elliot Ave. West Chicago, IL 60185
<b>BID TOTAL</b>	\$2,779,793.25	\$2,679,397.65	\$3,488,000.00	\$3,629,052.00
<b>BID BOND</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>SIGNED BID</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>ADDENDUM NO. 1</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>ADDENDUM NO. 2</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>



**BID TABULATION**  
**ELDAMAIN WATER MAIN LOOP - SOUTH CONTRACT**  
**UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 12/3/2024		Winninger Excavating 8845 Schoger Drive Naperville, IL 60564		J&S Construction PO Box 760 Oswego, IL 60543		Benchmark Construction 2260 Southwind Blvd Bartlett, IL 60103		C. Szabo Contracting, Inc. 331 Elliot Ave West Chicago, IL 60185		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL	AC	0.6	\$ 20,000.00	\$ 12,000.00	\$ 18,000.00	\$ 10,800.00	\$ 19,000.00	\$ 11,400.00	\$ 20,000.00	\$ 12,000.00	\$ 30,000.00	\$ 18,000.00
2	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	3	\$ 5,000.00	\$ 15,000.00	\$ 3,300.00	\$ 9,900.00	\$ 8,200.00	\$ 24,600.00	\$ 6,031.00	\$ 18,093.00	\$ 8,000.00	\$ 24,000.00
3	CONNECTION TO EXISTING WATER MAIN, 16-INCH	EACH	1	\$ 5,500.00	\$ 5,500.00	\$ 4,000.00	\$ 4,000.00	\$ 9,500.00	\$ 9,500.00	\$ 10,242.00	\$ 10,242.00	\$ 10,000.00	\$ 10,000.00
4	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	LF	1,405	\$ 110.00	\$ 154,550.00	\$ 89.00	\$ 125,045.00	\$ 161.00	\$ 226,205.00	\$ 157.00	\$ 220,585.00	\$ 160.00	\$ 224,800.00
5	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH	LF	11,443	\$ 139.00	\$ 1,590,577.00	\$ 151.00	\$ 1,727,893.00	\$ 187.00	\$ 2,139,841.00	\$ 171.00	\$ 1,956,753.00	\$ 145.00	\$ 1,659,235.00
6	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 12-INCH	EACH	3	\$ 8,200.00	\$ 24,600.00	\$ 6,700.00	\$ 20,100.00	\$ 8,500.00	\$ 25,500.00	\$ 9,267.00	\$ 27,801.00	\$ 10,000.00	\$ 30,000.00
7	BUTTERFLY VALVE AND VALVE VAULT, 16-INCH	EACH	18	\$ 9,200.00	\$ 165,600.00	\$ 8,100.00	\$ 145,800.00	\$ 10,400.00	\$ 187,200.00	\$ 10,125.00	\$ 182,250.00	\$ 10,000.00	\$ 180,000.00
8	PRESSURE CONNECTION, 12"	EACH	2	\$ 5,800.00	\$ 11,600.00	\$ 6,000.00	\$ 12,000.00	\$ 18,000.00	\$ 36,000.00	\$ 4,865.00	\$ 9,730.00	\$ 6,000.00	\$ 12,000.00
9	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	18	\$ 9,500.00	\$ 171,000.00	\$ 8,200.00	\$ 147,600.00	\$ 10,800.00	\$ 194,400.00	\$ 7,270.00	\$ 130,860.00	\$ 10,000.00	\$ 180,000.00
10	WATER MAIN TO BE REMOVED	LF	1,208	\$ 10.00	\$ 12,080.00	\$ 20.00	\$ 24,160.00	\$ 8.00	\$ 9,664.00	\$ 22.00	\$ 26,576.00	\$ 20.00	\$ 24,160.00
11	FIRE HYDRANT TO BE REMOVED	EACH	2	\$ 750.00	\$ 1,500.00	\$ 1,435.00	\$ 2,870.00	\$ 500.00	\$ 1,000.00	\$ 736.00	\$ 1,472.00	\$ 2,000.00	\$ 4,000.00
12	DUCTILE IRON FITTINGS	LB	13,525	\$ 0.01	\$ 135.25	\$ 0.01	\$ 135.25	\$ 9.00	\$ 121,725.00	\$ 1.00	\$ 13,525.00	\$ 1.00	\$ 13,525.00
13	WATER MAIN PROTECTION, PVC C-900, 18-INCH	LF	87	\$ 85.00	\$ 7,395.00	\$ 113.00	\$ 9,831.00	\$ 200.00	\$ 17,400.00	\$ 145.00	\$ 12,615.00	\$ 150.00	\$ 13,050.00
14	STEEL CASING PIPE, 30-INCH (.3" WALL THICKNESS) BORED AND JACKED	LF	190	\$ 904.00	\$ 171,760.00	\$ 945.00	\$ 179,550.00	\$ 858.00	\$ 163,020.00	\$ 842.00	\$ 159,980.00	\$ 1,000.00	\$ 190,000.00
15	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TONS	200	\$ 10.00	\$ 2,000.00	\$ 15.00	\$ 3,000.00	\$ 50.00	\$ 10,000.00	\$ 10.00	\$ 2,000.00	\$ 50.00	\$ 10,000.00
16	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TONS	200	\$ 10.00	\$ 2,000.00	\$ 15.00	\$ 3,000.00	\$ 15.00	\$ 3,000.00	\$ 10.00	\$ 2,000.00	\$ 60.00	\$ 12,000.00
17	FOUNDATION MATERIAL	CY	200	\$ 1.00	\$ 200.00	\$ 40.00	\$ 8,000.00	\$ 85.00	\$ 17,000.00	\$ 33.00	\$ 6,600.00	\$ 40.00	\$ 8,000.00
18	EXPLORATORY EXCAVATION	EACH	6	\$ 500.00	\$ 3,000.00	\$ 860.00	\$ 5,160.00	\$ 1,000.00	\$ 6,000.00	\$ 150.00	\$ 900.00	\$ 1,000.00	\$ 6,000.00
19	VALVE VAULT TO BE ABANDONED	EACH	1	\$ 750.00	\$ 750.00	\$ 480.00	\$ 480.00	\$ 500.00	\$ 500.00	\$ 719.00	\$ 719.00	\$ 500.00	\$ 500.00
20	VALVE VAULT TO BE REMOVED	EACH	3	\$ 750.00	\$ 2,250.00	\$ 1,500.00	\$ 4,500.00	\$ 300.00	\$ 900.00	\$ 1,175.00	\$ 3,525.00	\$ 750.00	\$ 2,250.00
21	WATER MAIN TESTING - PRESSURE AND DISINFECTION	L SUM	1	\$ 40,000.00	\$ 40,000.00	\$ 13,600.00	\$ 13,600.00	\$ 5,000.00	\$ 5,000.00	\$ 37,669.00	\$ 37,669.00	\$ 50,000.00	\$ 50,000.00
22	FULL DEPTH PAVEMENT PATCHING	SY	90	\$ 180.00	\$ 16,200.00	\$ 155.00	\$ 13,950.00	\$ 250.00	\$ 22,500.00	\$ 259.00	\$ 23,310.00	\$ 85.00	\$ 7,650.00
23	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	40	\$ 145.00	\$ 5,800.00	\$ 125.00	\$ 5,000.00	\$ 150.00	\$ 6,000.00	\$ 158.00	\$ 6,320.00	\$ 50.00	\$ 2,000.00
24	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	SY	21	\$ 50.00	\$ 1,050.00	\$ 10.00	\$ 210.00	\$ 75.00	\$ 1,575.00	\$ 116.00	\$ 2,436.00	\$ 40.00	\$ 840.00
25	SIGN TO BE REMOVED AND RESET	EACH	1	\$ 350.00	\$ 350.00	\$ 450.00	\$ 450.00	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00
26	STABILIZED CONSTRUCTION ENTRANCE	EACH	4	\$ 2,500.00	\$ 10,000.00	\$ 1,950.00	\$ 7,800.00	\$ 6,300.00	\$ 25,200.00	\$ 3,826.00	\$ 15,304.00	\$ 4,000.00	\$ 16,000.00
27	INLET PROTECTION	EACH	9	\$ 250.00	\$ 2,250.00	\$ 290.00	\$ 2,610.00	\$ 200.00	\$ 1,800.00	\$ 225.00	\$ 2,025.00	\$ 200.00	\$ 1,800.00



BID TABULATION  
ELDAMAIN WATER MAIN LOOP - SOUTH CONTRACT  
UNITED CITY OF YORKVILLE

		BID TABULATION BIDS RECD 12/3/2024		Winninger Excavating 8845 Schoger Drive Naperville, IL 60564		J&S Construction PO Box 760 Oswego, IL 60543		Benchmark Construction 2260 Southwind Blvd Bartlett, IL 60103		C. Szabo Contracting, Inc. 331 Elliot Ave West Chicago, IL 60185		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
28	PERIMETER EROSION BARRIER	LF	12,848	\$ 2.30	\$ 29,550.40	\$ 3.00	\$ 38,544.00	\$ 4.00	\$ 51,392.00	\$ 4.00	\$ 51,392.00	\$ 3.00	\$ 38,544.00
29	PIPE CULVERT REMOVAL AND REPLACEMENT	LF	30	\$ 80.00	\$ 2,400.00	\$ 23.00	\$ 690.00	\$ 71.00	\$ 2,130.00	\$ 111.00	\$ 3,330.00	\$ 110.00	\$ 3,300.00
30	FENCE REMOVAL AND REPLACEMENT	LF	155	\$ 30.00	\$ 4,650.00	\$ 30.00	\$ 4,650.00	\$ 116.00	\$ 17,980.00	\$ 12.00	\$ 1,860.00	\$ 100.00	\$ 15,500.00
31	TEMPORARY CONSTRUCTION FENCE	LF	155	\$ 5.00	\$ 775.00	\$ 13.00	\$ 2,015.00	\$ 75.00	\$ 11,625.00	\$ 8.00	\$ 1,240.00	\$ 100.00	\$ 15,500.00
32	RAILROAD TRACK REMOVAL	LF	125	\$ 15.00	\$ 1,875.00	\$ 130.00	\$ 16,250.00	\$ 50.00	\$ 6,250.00	\$ 58.00	\$ 7,250.00	\$ 100.00	\$ 12,500.00
33	DRAIN TILE REPLACEMENT	LF	200	\$ 40.00	\$ 8,000.00	\$ 21.00	\$ 4,200.00	\$ 93.00	\$ 18,600.00	\$ 52.00	\$ 10,400.00	\$ 50.00	\$ 10,000.00
34	RESTORATION	L SUM	1	\$ 80,000.00	\$ 80,000.00	\$ 54,000.00	\$ 54,000.00	\$ 5,593.00	\$ 5,593.00	\$ 225,000.00	\$ 225,000.00	\$ 150,000.00	\$ 150,000.00
35	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	1	\$ 9,000.00	\$ 9,000.00	\$ 8,000.00	\$ 8,000.00	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00	\$ 35,000.00	\$ 35,000.00
36	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 14,000.00	\$ 14,000.00	\$ 64,000.00	\$ 64,000.00	\$ 5,000.00	\$ 5,000.00	\$ 335,690.00	\$ 335,690.00	\$ 75,000.00	\$ 75,000.00
37	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	100,000	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00
BASE BID TOTAL (ITEMS 1-50)				1.00	\$ 2,679,397.65	1.00	\$ 2,779,793.25	1.00	\$ 3,488,000.00	1.00	\$ 3,629,052.00	1.00	\$ 3,155,654.00
TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST					-15.09%		-11.91%		10.53%		15.00%		-
CORRECTED NUMBERS FROM BID													



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

Agenda Item Number

Public Works Committee #5

Tracking Number

PW 2024-105

### Agenda Item Summary Memo

**Title:** Cyrus One / Eldamain Water Main Loop – South Contract Construction Agreement

**Meeting and Date:** City Council – January 14, 2025

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

### Council Action Previously Taken:

Date of Action: PW – 12/17/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-105

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

**Submitted by:** Bart Olson

Name

Administration

Department

### Agenda Item Notes:

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

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



# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: December 12, 2024  
Subject: Cyrus One / Eldamain Water Loop – southern contract,  
construction engineering agreement

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## **Summary**

Consideration of a construction engineering agreement with EEI to cover the southern portion of the Eldamain Water Loop to the Cyrus One property.

## **Background**

This item was last discussed by the City Council in July 2024 when the City Council approved a development agreement with Cyrus One, covering construction of utilities to the development. Since then, staff have finished the design of the utilities and put the project out to bid (separate agenda item). Accordingly, EEI has submitted a construction engineering agreement for our review.

The EEI proposal for construction engineering is for a total estimated amount of \$230,778, covering \$222,603 in estimated labor expenses and \$8,175 in estimated direct expenses. These costs are included in the FY 25 and FY 26 budget, and ultimately these costs will be covered by Cyrus One.

## **Recommendation**

Staff recommends approval of the construction engineering agreement with EEI covering the southern portion of the Eldamain Water Loop to the Cyrus One property.

**Resolution No. 2025-\_\_\_\_\_**

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING  
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

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

**WHEREAS**, the City's Public Works Department plans to extend City water service, including constructing the Eldamain Water Main Loop (the "Project"); and

**WHEREAS**, completion of the Project will require engineering services conducted by an outside engineering firm; and

**WHEREAS**, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

**WHEREAS**, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

**WHEREAS**, the City administration recommends approval of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council (the "Corporate Authorities") of the United City of Yorkville, Kendall County, Illinois, as follows:

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

**Section 2.** The Mayor and City Clerk are hereby authorized to execute an *Eldamain Water Main Loop – South Contract, United City of Yorkville, Professional Services Agreement* –



*Construction Engineering*, attached hereto as *Exhibit A*.

**Section 3.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

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

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

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

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

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

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

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

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

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

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

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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

**Eldamain Water Main Loop – South Contract  
United City of Yorkville  
Professional Services Agreement – Construction Engineering**

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

**A. Services:**

The ENGINEER shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Construction engineering will be provided for approximately 1,450 linear feet of 12-inch and 11,500 linear feet of 16-inch water main improvements along Faxon Road, Beecher Road, BNSF ROW, and Eldamain Road. (see Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

**B. Term:**

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination.

**C. Compensation and maximum amounts due to Contractor:**

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at **\$222,603**. Direct expenses are estimated at **\$8,175**. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

**E. Ownership of Records and Documents:**

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without Contractor's consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

**F. Governing Law:**

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

**G. Independent Contractor:**

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose.

**H. Certifications:**

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

**Felony Certification:** The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

**Barred from Contracting:** The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

**Drug Free Workplace:** The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

**Non-Discrimination, Certification, and Equal Employment Opportunity:** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

**International Boycott:** The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

**Record Retention and Audits:** If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor

agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a:   x   United States Citizen        Resident Alien        Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one):        Individual        Real Estate Agent        Sole Proprietorship        Government Entity        Partnership        Tax Exempt Organization (IRC 501(a) only)   x   Corporation        Not for Profit Corporation        Trust or Estate        Medical and Health Care Services Provider Corp.

#### **I. Indemnification:**

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

#### **J. Insurance:**

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

#### **K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements

between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

<b>Attachment A:</b>	Standard Terms and Conditions
<b>Attachment B:</b>	Scope of Services
<b>Attachment C:</b>	Estimate of Level of Effort and Associated Cost
<b>Attachment D:</b>	Anticipated Project Schedule
<b>Attachment E:</b>	Location Map
<b>Attachment F:</b>	2024 Standard Schedule of Charges

#### **L. Notices:**

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

City Administrator and City Clerk  
United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, IL 60560

For the ENGINEER:

Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this \_\_\_\_day of \_\_\_\_\_, 2024.

United City of Yorkville:

Engineering Enterprises, Inc.:

\_\_\_\_\_  
John Purcell  
Mayor

\_\_\_\_\_  
Brad Sanderson, P.E.  
Chief Operating Officer / President

\_\_\_\_\_  
Jori Behland  
City Clerk

\_\_\_\_\_  
Angie Smith  
Executive Assistant

## STANDARD TERMS AND CONDITIONS

**Agreement:** These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

**Standard of Care:** In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

**Construction Engineering and Inspection:** The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

**Opinion of Probable Construction Costs:** ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

**Copies of Documents & Electronic Compatibility:** Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

**Changed Conditions:** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

**Hazardous Conditions:** OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

**Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of



profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**Termination:** This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

**Payment of Invoices:** Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

**Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

**Force Majeure:** Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

**Additional Terms or Modification:** All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

**Assignment:** Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

**Waiver:** A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**Attorney's Fees:** In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

**Fiduciary Duty:** Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

**Headings:** The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.



**Attachment B – Scope of Services  
Eldamain Water Main Loop – South Contract  
United City of Yorkville**

The United City of Yorkville intends to install approximately 1,450 linear feet of 12-inch and 11,500 linear feet of 16-inch water main improvements along Faxon Road, Beecher Road, BNSF ROW, and Eldamain Road.

Our proposed scope of services for **Construction Engineering** will include the following:

**3.1 Construction Administration**

- Prepare for, Attend and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Prepare and Handout Construction Notice Flyers to Residents Including Temporary Water Loss Notices
- Coordinate with City Services (Garbage, Mail, Etc.)
- Review Engineering Plans, Specifications and Prepare Field Book
- Prepare Pay Estimates and Change Orders
- Gather Invoices and Waivers of Lien
- Provide Weekly Updates to City or as Required Based on Onsite Activities

**3.2 Construction Layout and Record Drawings**

- Stake Proposed Water Main
- Perform Post Construction Field Survey for Record Drawings
- Prepare and Review Record Drawings

**3.3 Construction Observation and Documentation**

- Review Staked Water Main
- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Resident Engineering Services for Construction
- Coordinate Any Required Testing on Behalf of the City and Review Test Reports
- Provide Quantity Tracking, Documentation and Daily Field Reports
- Perform Punch Walks, Prepare Punch List Letters and Provide Follow Up Inspections and Recommend Acceptance When Appropriate (2 Each)
- Prepare Project Closeout Paperwork

**The following scope of services will be provided by EEI's Subconsultant:**

- Rubino Engineering – Material Testing for Quality Assurance

The above scope for "Eldamain Water Main Loop – South Contract" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of base contract and will be billed in accordance with the Standard Schedule of Charges.

# ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES

CLIENT	PROJECT NUMBER			
United City of Yorkville	YO2319-P			
PROJECT TITLE	DATE			
Eldamain Water Main Loop - South Contract	12/10/24			
	PREPARED BY			CPD

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	PE	PT	PM	SPT2	PS	ADMIN	HOURS	COST
		RATE	\$241	\$234	\$210	\$168	\$153	\$210	\$175	\$168	\$72		
CONSTRUCTION ENGINEERING													
3.1	Contract Administration		9	10	48	60	47		-	-	2	176	\$ 32,004
3.2	Construction Layout and Record Drawings		-	6	-	4	4	9	73	59	-	155	\$ 27,265
3.3	Observation and Documentation		2	2	66	40	924		-	-	6	1,040	\$163,334
	Construction Engineering Subtotal:		11	18	114	104	975	9	73	59	8	1,371	\$222,603
PROJECT TOTAL: 11   18   114   104   975   9   73   59   8    1,371   222,603													

DIRECT EXPENSES	
Printing/Scanning =	\$ 150
Vehicle =	\$ 5,525
Material Testing =	\$ 2,500
Environmental Assessment =	\$ -
DIRECT EXPENSES =	\$ 8,175

LABOR SUMMARY	
EEI Labor Expenses =	\$198,026
Surveying Expenses =	\$ 24,577
Drafting Expenses =	\$ -
TOTAL LABOR EXPENSES	\$222,603

TOTAL COSTS	\$230,778
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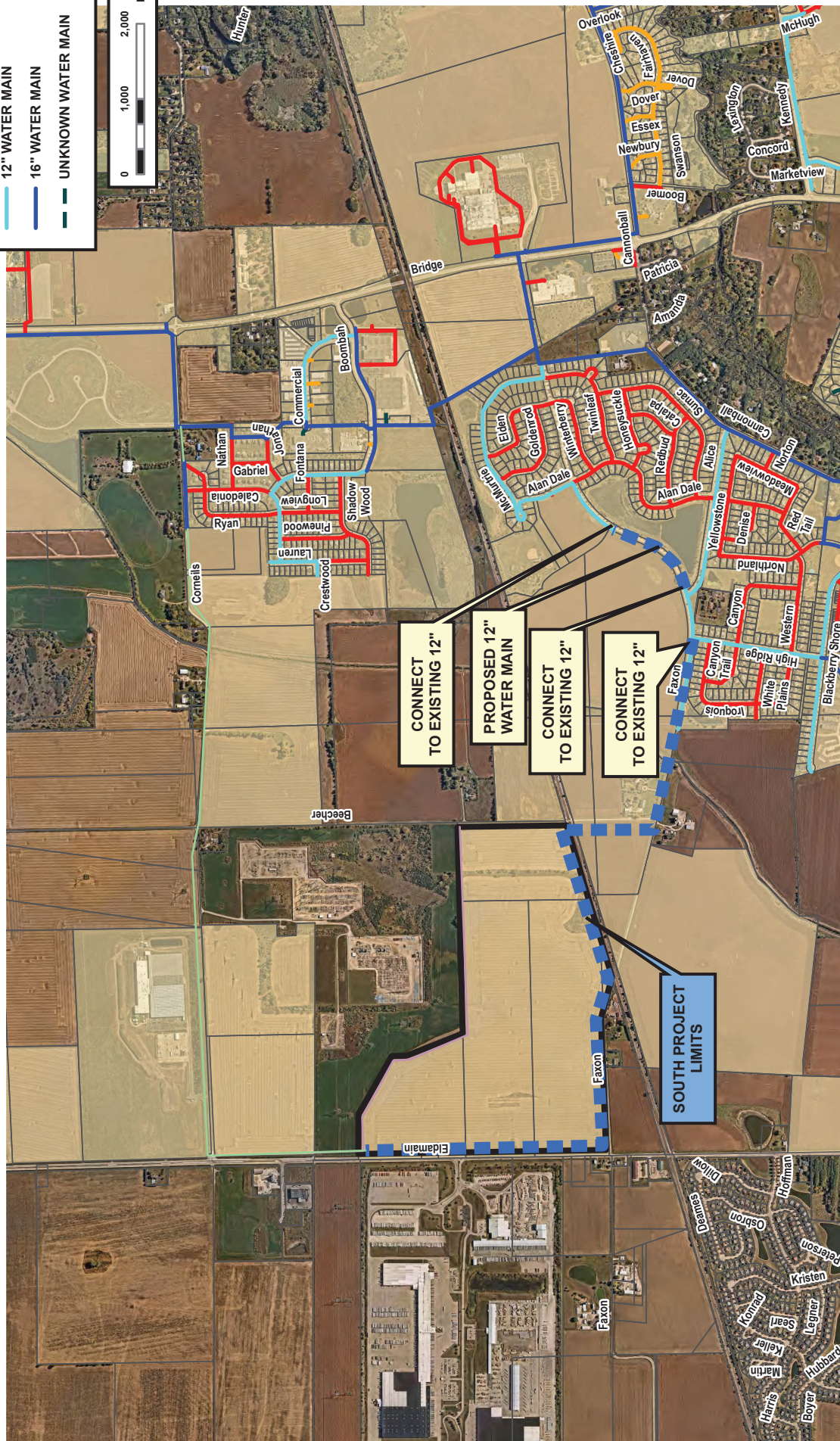
ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2319-P	
PROJECT TITLE	DATE	PREPARED BY
Eldamain Water Main Loop - South Contract	12/10/2024	VH/CPD

TASK NO.	TASK DESCRIPTION	2025																							
		January				February				March				April				May				June			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
CONSTRUCTION ENGINEERING																									
3.1	Contract Administration																								
3.2	Construction Layout and Record Drawings																								
3.3	Observation and Documentation - Water Main																								





[illegible]



## STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

### VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 20.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 225.00
Expert Testimony		\$ 275.00





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

Agenda Item Number

Public Works Committee #6

Tracking Number

PW 2024-106

### Agenda Item Summary Memo

**Title:** Southern Sanitary Sewer Connection – Contract Award

**Meeting and Date:** City Council – January 14, 2025

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

### Council Action Previously Taken:

Date of Action: PW – 12/17/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-106

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Contract Award

**Submitted by:** Brad Sanderson  
Name

Engineering  
Department

### Agenda Item Notes:

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# Memorandum

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

Date: December 17, 2024  
Subject: Southern Sanitary Sewer Connection

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Bids were received, opened, and tabulated for work to be done on the Southern Sanitary Sewer Connection at 11:00 a.m., December 5, 2024. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record.

Per Ordinance 2024-31, the project's funding is by C1 Yorkville, LLC.

We recommend the acceptance of the Bid and approval of award be made to the low bidder, Fischer Excavating, Inc., 1567 N. Heine Road, Freeport, IL 61032 in the total amount of **\$826,384.00**, contingent upon the receipt of the funds from C1 Yorkville, LLC and the final acquisition of the easement.

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

**Resolution No. 2025-\_\_\_\_\_**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,  
ILLINOIS APPROVING A BID TO CONSTRUCT THE SOUTHERN SANITARY  
SEWER CONNECTION PORTION OF A WATER AND SEWER EXTENSION  
PROJECT  
(C1 Yorkville, LLC)**

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

**WHEREAS**, 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 Roads (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 “C1 Project”); and

**WHEREAS**, the C1 Project will require the City to extend water and sewer service to the Development Site, including the engineering design for the extensions and acquisition of required temporary and permanent easements necessary to construct the C1 Project (the “Utility Project”); and

**WHEREAS**, the Mayor and City Council (the “Corporate Authorities”) approved City of Yorkville Ordinance No. 2024-31 on July 9, 2024, approving certain agreements with C1 Yorkville, wherein the City agreed to construct the Utility Project on the condition that C1 Yorkville bear all costs incurred in constructing the Utility Project; and

**WHEREAS**, in compliance with all applicable Illinois laws, bids were accepted to complete a portion of the Utility Project, known as the “Southern Sanitary Sewer Connection”, and a public bid opening was held at 11:00 a.m. on December 5, 2024; and



**WHEREAS**, the City’s engineers and staff find that the lowest responsible bidder is Fischer Excavating, Inc., 1567 N. Heine Road, Freeport, Illinois 61032 (“Fischer”), with a total bid amount of \$826,384.00 (the “Project Cost”); and

**WHEREAS**, it has been recommended to the Corporate Authorities that the bid by Fischer be accepted, contingent upon receipt of funds from C1 Yorkville to pay the Project Cost.

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

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

**Section 2.** The Corporate Authorities hereby find and declare that a bid by Fischer Excavating, Inc., 1567 N. Heine Road, Freeport, Illinois 61032, to complete the “Southern Sanitary Sewer Connection” project at a cost of \$826,384.00 is the lowest responsible bid, and therefore accept the bid, contingent on receipt of adequate funds from C1 Yorkville to pay the Project Cost.

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

*[Remainder of page intentionally left blank. Roll call vote follows.]*

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

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

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

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

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

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

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

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

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

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

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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

BID TABULATION SOUTHERN SANITARY SEWER CONNECTION UNITED CITY OF YORKVILLE													
		BID TABULATION BIDS RECD 12/5/2024		Fischer Excavating, Inc. 1567 N Heine Rd Freeport, IL-61032		Performance Construction & Engineering, LLC 217 W. John Street Plano, IL-60545		J & S Construction Sewer And Water Inc P.O. Box 760 Oswego, IL-60543		Winnering Excavating 8845 Schoger Dr Naperville, IL-60564		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	STABILIZED CONSTRUCTION ENTRANCE	EACH	2	\$ 743.00	\$ 1,486.00	\$ 3,500.00	\$ 7,000.00	\$ 1,700.00	\$ 3,400.00	\$ 3,000.00	\$ 6,000.00	\$ 4,500.00	\$ 9,000.00
2	TREE REMOVAL	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 10,500.00	\$ 10,500.00	\$ 450.00	\$ 450.00	\$ 5,500.00	\$ 5,500.00	\$ 10,000.00	\$ 10,000.00
3	PERIMETER EROSION BARRIER	FOOT	4,050	\$ 3.00	\$ 12,150.00	\$ 2.50	\$ 10,125.00	\$ 3.00	\$ 12,150.00	\$ 2.00	\$ 8,100.00	\$ 4.00	\$ 16,200.00
4	FOUNDATION MATERIAL	CUYD	50	\$ 75.00	\$ 3,750.00	\$ 12.00	\$ 600.00	\$ 15.00	\$ 750.00	\$ 75.00	\$ 3,750.00	\$ 60.00	\$ 3,000.00
5	SELECT GRANULAR BACKFILL	CUYD	380	\$ 66.00	\$ 25,080.00	\$ 1.00	\$ 380.00	\$ 38.00	\$ 14,440.00	\$ 40.00	\$ 15,200.00	\$ 55.00	\$ 20,900.00
6	DRAIN TILE REPLACEMENT	FOOT	100	\$ 100.00	\$ 10,000.00	\$ 45.00	\$ 4,500.00	\$ 12.00	\$ 1,200.00	\$ 50.00	\$ 5,000.00	\$ 80.00	\$ 8,000.00
7	TYPE A SANITARY MANHOLE, 4' DIA, TYPE 1 FRAME AND CLOSED LID	EACH	7	\$ 12,241.00	\$ 85,687.00	\$ 12,500.00	\$ 87,500.00	\$ 5,100.00	\$ 35,700.00	\$ 10,000.00	\$ 70,000.00	\$ 10,000.00	\$ 70,000.00
8	ADDITIONAL DEPTH OF MANHOLE	FOOT	67	\$ 240.00	\$ 16,080.00	\$ 10.00	\$ 670.00	\$ 113.00	\$ 7,571.00	\$ 400.00	\$ 26,800.00	\$ 35.00	\$ 2,345.00
9	SANITARY SEWER, PVC C900, DR-21, 12-INCH	FOOT	1,822	\$ 243.00	\$ 442,746.00	\$ 225.00	\$ 409,950.00	\$ 284.00	\$ 517,448.00	\$ 222.00	\$ 404,484.00	\$ 225.00	\$ 409,950.00
10	SANITARY SEWER PVC C900, 12-INCH, CERTA-LOK	FOOT	110	\$ 134.00	\$ 14,740.00	\$ 235.00	\$ 25,850.00	\$ 75.00	\$ 8,250.00	\$ 140.00	\$ 15,400.00	\$ 235.00	\$ 25,850.00
11	BORE AND JACK 24" STEEL CASING PIPE (SANITARY SEWER NOT INCLUDED)	FOOT	110	\$ 812.00	\$ 89,320.00	\$ 625.00	\$ 68,750.00	\$ 1,230.00	\$ 135,300.00	\$ 1,279.00	\$ 140,690.00	\$ 800.00	\$ 88,000.00
12	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$ 4,555.00	\$ 4,555.00	\$ 7,500.00	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00	\$ 6,500.00	\$ 6,500.00	\$ 2,500.00	\$ 2,500.00
13	DEFLECTION TESTING SANITARY SEWER	FOOT	1,932	\$ 1.00	\$ 1,932.00	\$ 3.00	\$ 5,796.00	\$ 1.00	\$ 1,932.00	\$ 2.00	\$ 3,864.00	\$ 7.00	\$ 13,524.00
14	TELEVISION SANITARY SEWER	FOOT	1,932	\$ 3.00	\$ 5,796.00	\$ 3.25	\$ 6,279.00	\$ 3.00	\$ 5,796.00	\$ 2.50	\$ 4,830.00	\$ 7.00	\$ 13,524.00
15	SANITARY MANHOLE VACUUM TESTING	EACH	7	\$ 346.00	\$ 2,422.00	\$ 1,700.00	\$ 11,900.00	\$ 350.00	\$ 2,450.00	\$ 200.00	\$ 1,400.00	\$ 750.00	\$ 5,250.00
16	PRESSURE TESTING SANITARY SEWER	FOOT	1,932	\$ 1.00	\$ 1,932.00	\$ 3.00	\$ 5,796.00	\$ 0.50	\$ 966.00	\$ 2.00	\$ 3,864.00	\$ 7.00	\$ 13,524.00
17	HMA PAVEMENT REMOVAL AND REPLACEMENT	SQYD	22	\$ 345.00	\$ 7,590.00	\$ 160.00	\$ 3,520.00	\$ 155.00	\$ 3,410.00	\$ 500.00	\$ 11,000.00	\$ 100.00	\$ 2,200.00
18	FLOW DIVERSION OF ROB ROY CREEK	LSUM	1	\$ 6,318.00	\$ 6,318.00	\$ 60,000.00	\$ 60,000.00	\$ 85,000.00	\$ 85,000.00	\$ 138,000.00	\$ 138,000.00	\$ 45,000.00	\$ 45,000.00
19	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL, TYPE 2	TONS	100	\$ 78.00	\$ 7,800.00	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00	\$ 25.00	\$ 2,500.00	\$ 60.00	\$ 6,000.00
20	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 50,000.00	\$ 50,000.00	\$ 10,000.00	\$ 10,000.00	\$ 19,000.00	\$ 19,000.00	\$ 25,000.00	\$ 25,000.00
21	RESTORATION	LSUM	1	\$ 27,000.00	\$ 27,000.00	\$ 71,154.00	\$ 71,154.00	\$ 22,500.00	\$ 22,500.00	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00
22	ALLOWANCE - ITEMS ORDERED BY ENGINEER	DOLLAR	50,000	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
23	TOTAL				\$ 826,384.00		\$ 898,770.00		\$ 925,713.00		\$ 966,882.00		\$ 889,767.00
	ABOVE/BELOW ENGINEERS ESTIMATE					-7.12%	1.01%	4.04%	8.67%				
	CORRECTED NUMBERS FROM BID												



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

Agenda Item Number

Public Works Committee #7

Tracking Number

PW 2024-107

### Agenda Item Summary Memo

**Title:** Cyrus One/Southern Sanitary Sewer Connection – Construction Engineering Agreement

**Meeting and Date:** City Council – January 14, 2025

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

### Council Action Previously Taken:

Date of Action: PW – 12/17/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-107

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

**Submitted by:** Bart Olson

Name

Administration

Department

### Agenda Item Notes:

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

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



# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: December 12, 2024  
Subject: Cyrus One / Southern Sanitary Sewer Connection – construction engineering agreement

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## **Summary**

Consideration of a construction engineering agreement with EEI to cover the sanitary sewer extension to the Cyrus One property.

## **Background**

This item was last discussed by the City Council in July 2024 when the City Council approved a development agreement with Cyrus One, covering construction of utilities to the development. Since then, staff have finished the design of the utilities and put the project out to bid (separate agenda item). Accordingly, EEI has submitted a construction engineering agreement for our review.

The EEI proposal for construction engineering is for a total estimated amount of \$95,001, covering \$87,251 in estimated labor expenses and \$7,750 in estimated direct expenses. These costs are included in the FY 25 and FY 26 budget, and ultimately these costs will be covered by Cyrus One.

## **Recommendation**

Staff recommends approval of the construction engineering agreement with EEI covering the sanitary sewer extension to the Cyrus One property.

**Resolution No. 2025-\_\_\_\_\_**

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING  
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

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

**WHEREAS**, the City's Public Works Department plans to extend the City's sanitary sewers, including constructing the Southern Sanitary Sewer Connection (the "Project"); and

**WHEREAS**, completion of the Project will require engineering services conducted by an outside engineering firm; and

**WHEREAS**, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

**WHEREAS**, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

**WHEREAS**, the City administration recommends approval of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council (the "Corporate Authorities") of the United City of Yorkville, Kendall County, Illinois, as follows:

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

**Section 2.** The Mayor and City Clerk are hereby authorized to execute a *Southern Sanitary Sewer Connection, United City of Yorkville, Professional Services Agreement* –

*Construction Engineering*, attached hereto as *Exhibit A*.

**Section 3.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

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

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

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

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

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

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

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

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

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

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

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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

**Southern Sanitary Sewer Connection  
United City of Yorkville  
Professional Services Agreement – Construction Engineering**

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

**A. Services:**

The ENGINEER shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Construction engineering will be provided for approximately 1,930 linear feet of 12-inch sanitary sewer improvements primarily east of Beecher Road along the BNSF railroad. (see Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

**B. Term:**

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination.

**C. Compensation and maximum amounts due to Contractor:**

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$87,251. Direct expenses are estimated at \$7,750. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any



attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

#### **E. Ownership of Records and Documents:**

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without Contractor's consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

#### **F. Governing Law:**

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

#### **G. Independent Contractor:**

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose.

#### **H. Certifications:**

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

**Felony Certification:** The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

**Barred from Contracting:** The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

**Drug Free Workplace:** The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

**Non-Discrimination, Certification, and Equal Employment Opportunity:** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

**International Boycott:** The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

**Record Retention and Audits:** If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor

agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: ☒ United States Citizen ☐ Resident Alien ☐ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☒ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.

#### **I. Indemnification:**

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

#### **J. Insurance:**

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

#### **K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements

between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

<b>Attachment A:</b>	Standard Terms and Conditions
<b>Attachment B:</b>	Scope of Services
<b>Attachment C:</b>	Estimate of Level of Effort and Associated Cost
<b>Attachment D:</b>	Anticipated Project Schedule
<b>Attachment E:</b>	Location Map
<b>Attachment F:</b>	2024 Standard Schedule of Charges

#### L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

City Administrator and City Clerk  
United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, IL 60560

For the ENGINEER:

Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2024.

United City of Yorkville:

Engineering Enterprises, Inc.:

\_\_\_\_\_  
John Purcell  
Mayor

\_\_\_\_\_  
Brad Sanderson, P.E.  
Chief Operating Officer / President

\_\_\_\_\_  
Jori Behland  
City Clerk

\_\_\_\_\_  
Angie Smith  
Executive Assistant

## ATTACHMENT A – STANDARD TERMS AND CONDITIONS

**Agreement:** These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

**Standard of Care:** In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

**Construction Engineering and Inspection:** The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

**Opinion of Probable Construction Costs:** ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

**Copies of Documents & Electronic Compatibility:** Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

**Changed Conditions:** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

**Hazardous Conditions:** OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations. ENGINEER agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.

**Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**Termination:** This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

**Payment of Invoices:** Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

**Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

**Force Majeure:** Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

**Additional Terms or Modification:** All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

**Assignment:** Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

**Waiver:** A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**Attorney's Fees:** In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

**Fiduciary Duty:** Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

**Headings:** The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.



**Attachment B – Scope of Services  
Southern Sanitary Sewer Connection  
United City of Yorkville**

The United City of Yorkville intends to install approximately 1,930 linear feet of 12-inch sanitary sewer improvements primarily east of Beecher Road along the BNSF railroad.

Our proposed scope of services for **Construction Engineering** will include the following:

**3.1 Construction Administration**

- Prepare for, Attend and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Review Engineering Plans, Specifications and Prepare Field Book
- Prepare Pay Estimates and Change Orders
- Gather Invoices and Waivers of Lien
- Provide Weekly Updates to City or as Required Based on Onsite Activities

**3.2 Construction Layout and Record Drawings**

- Stake Proposed Water Main
- Perform Post Construction Field Survey for Record Drawings
- Prepare and Review Record Drawings

**3.3 Construction Observation and Documentation**

- Review Staked Sanitary Sewer
- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Resident Engineering Services for Construction
- Coordinate Any Required Testing on Behalf of the City and Review Test Reports
- Provide Quantity Tracking, Documentation and Daily Field Reports
- Perform Punch Walks, Prepare Punch List Letters and Provide Follow Up Inspections and Recommend Acceptance When Appropriate (2 Each)
- Prepare Project Closeout Paperwork

The above scope for “Southern Sanitary Sewer Connection” summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of base contract and will be billed in accordance with the Standard Schedule of Charges.

# ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES

CLIENT					PROJECT NUMBER				
United City of Yorkville					YO2321-P				
PROJECT TITLE					DATE			PREPARED BY	
Southern Sanitary Sewer Connection					12/6/24			KDW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	PT	PM	SPT2	PE	ADMIN	HOURS	COST
		RATE	\$246	\$210	\$168	\$153	\$210	\$175	\$168	\$72		
CONSTRUCTION ENGINEERING												
3.1	Contract Administration		2	33	-	20	-	-	-	-	55	\$ 10,482
3.2	Construction Layout and Record Drawings		-	1	-	2	-	29	19	-	51	\$ 8,783
3.3	Observation and Documentation		2	10	-	426	-	-	-	3	441	\$ 67,986
Construction Engineering Subtotal:			4	44	-	448	-	29	19	3	547	\$ 87,251
PROJECT TOTAL:			4	44	-	448	-	29	19	3	547	87,251

## Assumptions

RE on site for 40 days at 10 hours/day

## DIRECT EXPENSES

Printing/Scanning =	\$ 150
Vehicle =	\$ 2,600
Railroad Permitting =	\$ 5,000
	\$ -
<b>DIRECT EXPENSES =</b>	<b>\$ 7,750</b>

## LABOR SUMMARY

EEL Labor Expenses =	\$ 78,984
Surveying Expenses =	\$ 8,267
Drafting Expenses =	\$ -
<b>TOTAL LABOR EXPENSES</b>	<b>\$ 87,251</b>

<b>TOTAL COSTS</b>	<b>\$ 95,001</b>
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ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2321-P	
PROJECT TITLE		DATE	PREPARED BY
Southern Sanitary Sewer Connection		12/6/2024	KDW

TASK NO.	TASK DESCRIPTION	2025																							
		January				February				March				April				May				June			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
CONSTRUCTION ENGINEERING																									
3.1	Contract Administration																								
3.2	Construction Layout and Record Drawings																								
3.3	Observation and Documentation - Water Main																								





Engineering Enterprises, Inc.  
CONSULTING ENGINEERS  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
(815) 466-6700 / www.eeiweb.com

United City of Yorkville  
853 Prairie Pointe Drive  
Yorkville, IL 60550  
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS			

DATE:	DECEMBER 2024
PROJECT NO.:	YC0321
PATH:	H:\GIS\PUBLIC\YORKVILLE\0321
FILE:	YC0321-Attachments D

**SOUTHERN SANITARY  
SEWER CONNECTION**  
UNITED CITY OF YORKVILLE  
KENDALL COUNTY, ILLINOIS

**ATTACHMENT E  
LOCATION MAP**



# Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024



EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

## VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 20.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 225.00
Expert Testimony		\$ 275.00





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

Agenda Item Number

Public Works Committee #8

Tracking Number

PW 2024-108

### Agenda Item Summary Memo

**Title:** 2024 Sanitary Sewer Lining Improvements – Contract Award and Change Order No. 1

**Meeting and Date:** City Council – January 14, 2025

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

### Council Action Previously Taken:

Date of Action: PW – 12/17/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-108

**Type of Vote Required:** Majority

**Council Action Requested:** Recommendation of Contract Award and Consideration of

Change Order No. 1

**Submitted by:** Brad Sanderson

Name

Engineering

Department

### Agenda Item Notes:

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

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



# Memorandum

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

Date: December 17, 2024  
Subject: 2024 Sanitary Sewer Lining Improvements

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Bids were received, opened, and tabulated for work to be done on the 2024 Sanitary Sewer Lining Improvements at 11:00 a.m., December 3, 2024. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record.

The low bid was above our engineer's estimate and above the FY25 budget. This was anticipated, with the intent to adjust quantities prior to construction to maximize the amount of work performed within the budget.

We have adjusted the scope with a suggested change order in consultation with Public Works prioritizing the sewers in the worst condition.

Therefore, we recommend the acceptance of the bid and approval of award be made to the low bidder, Insituform Technologies, 11948 Longmont Dr., Maryland Heights, MO 63043 in the total amount of **\$522,036.76**.

Additionally, we recommend the approval of Change Order No. 1, which will decrease the contract value by \$134,561.40 for a total value of \$387,475.36.

This project will be coded out of the Sewer Main Replacement Program (52-520-60-00-6025) in the Sewer Fund, which is currently budgeted at \$390,000.

**Resolution No. 2025-\_\_\_\_\_**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,  
ILLINOIS APPROVING A BID TO CONSTRUCT SANITARY SEWER LINING  
IMPROVEMENTS**

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

**WHEREAS**, certain sanitary sewers within the City require improvement and rehabilitation, including the installation of lining along the interior of sanitary sewer pipes; and

**WHEREAS**, in compliance with all applicable Illinois laws, bids were accepted to construct 2024 Sanitary Sewer Lining Improvements, and a public bid opening was held at 11:00 a.m. on December 3, 2024; and

**WHEREAS**, the City’s engineers and staff find that the lowest responsible bidder Insituform Technologies, 11948 Longmont Drive, Maryland Heights, Missouri 63043 (“Insituform”), with a total bid amount of \$522,036.76 (the “Project Cost”); and

**WHEREAS**, it has been recommended to the Corporate Authorities that the bid by Insituform be accepted.

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

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

**Section 2.** The Corporate Authorities hereby find and declare that a bid by Insituform Technologies, 11948 Longmont Drive, Maryland Heights, Missouri 63043, to construct the 2024 Sanitary Sewer Lining Improvements project at a cost of \$522,036.76 is the lowest responsible

bid, and therefore accept the bid.

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

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

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

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

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

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

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

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

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

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

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

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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



BID TABULATION 2024 SANITARY SEWER LINING IMPROVEMENTS UNITED CITY OF YORKVILLE													
		BID TABULATION BIDS RECD 12/3/2024		Insituform Technologies USA, LLC 11948 Longmont Dr. Maryland Heights, MO 63043		National Power Rodding Corp 2500 Arthington St. Chicago, IL 60612-4108		Hoerr Construction, Inc. P.O. Box 65 Goodfield, IL 61742		Performance Pipelining, Inc. 1551 W. Norris Dr. Ottawa, IL 61350		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	CURED -IN-PLACE HEAT CURED PIPE LINING, 8-INCH	FOOT	1,585	\$ 32.61	\$ 51,686.85	\$ 47.27	\$ 74,922.95	\$ 56.00	\$ 88,760.00	\$ 47.00	\$ 74,495.00	\$ 42.00	\$ 66,570.00
2	CURED-IN-PLACE HEAT CURED PIPE LINING, 12-INCH	FOOT	2,148	\$ 68.36	\$ 146,837.28	\$ 56.21	\$ 120,739.08	\$ 70.00	\$ 150,360.00	\$ 61.00	\$ 131,028.00	\$ 57.00	\$ 122,436.00
3	CURED-IN-PLACE HEAT CURED PIPE LINING, 15-INCH	FOOT	2,353	\$ 64.71	\$ 152,262.63	\$ 81.00	\$ 190,593.00	\$ 80.00	\$ 188,240.00	\$ 82.00	\$ 192,946.00	\$ 73.00	\$ 171,769.00
4	POINT REPAIR, 8-INCH	EACH	1	\$ 19,250.00	\$ 19,250.00	\$ 20,125.00	\$ 20,125.00	\$ 21,000.00	\$ 21,000.00	\$ 13,650.00	\$ 13,650.00	\$ 13,500.00	\$ 13,500.00
5	GROUT JOINTS	EACH	15	\$ 3,275.00	\$ 49,125.00	\$ 900.00	\$ 13,500.00	\$ 1,240.00	\$ 18,600.00	\$ 1.00	\$ 15.00	\$ 670.00	\$ 10,050.00
6	HEAVY CLEANING	FOOT	500	\$ 7.50	\$ 3,750.00	\$ 10.00	\$ 5,000.00	\$ 14.00	\$ 7,000.00	\$ 8.00	\$ 4,000.00	\$ 6.00	\$ 3,000.00
7	BYPASS PUMPING	LSUM	1	\$ 1,000.00	\$ 1,000.00	\$ 30,000.00	\$ 30,000.00	\$ 2,000.00	\$ 2,000.00	\$ 48,000.00	\$ 48,000.00	\$ 10,000.00	\$ 10,000.00
8	TYPE A SANITARY MANHOLE, 4' DIA, TYPE 1 FR, CL	EACH	4	\$ 12,650.00	\$ 50,600.00	\$ 13,225.00	\$ 52,900.00	\$ 13,225.00	\$ 52,900.00	\$ 20,017.00	\$ 80,068.00	\$ 8,500.00	\$ 34,000.00
9	ADDITIONAL DEPTH MANHOLE	FOOT	5	\$ 55.00	\$ 275.00	\$ 57.50	\$ 287.50	\$ 60.00	\$ 300.00	\$ 485.00	\$ 2,425.00	\$ 200.00	\$ 1,000.00
10	CALLSS "D" PATCH, 4-INCH	SQ YD	30	\$ 275.00	\$ 8,250.00	\$ 287.50	\$ 8,625.00	\$ 295.00	\$ 8,850.00	\$ 65.00	\$ 1,950.00	\$ 100.00	\$ 3,000.00
11	RAILROAD INSURANCE	LSUM	1	\$ 4,000.00	\$ 4,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00	\$ 5,000.00	\$ 5,000.00
12	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,000.00	\$ 7,000.00
13	RAILROAD FLAGGER ALLOWANCE	DOLLAR	5,000	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
14	ALLOWANCE - ITEMS ORDERED BY ENGINEER	DOLLAR	20,000	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00
	BASE BID TOTAL				\$ 522,036.76		\$ 569,192.53		\$ 573,010.00		\$ 593,827.00		\$ 472,325.00
ABOVE/BELOW ENGINEERS ESTIMATE				10.52%		20.51%		21.32%		25.72%		-	
CORRECTED NUMBERS FROM BID													



**Resolution No. 2025-\_\_\_\_\_**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL  
COUNTY, ILLINOIS APPROVING A CHANGE ORDER RELATING TO THE 2024  
SANITARY SEWER LINING IMPROVEMENTS PROJECT**

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

**WHEREAS**, the City has approved a contract in the amount of \$522,036.76 with Insituform Technologies, 11948 Longmont Drive, Maryland Heights, Missouri 63043 (“Insituform”), for a project commonly known as the 2024 Sanitary Sewer Lining Improvements, the price of which has decreased from the original contract amount in the amount of \$134,561.40 (the “*Change Order*”) due to the amount budgeted for this project being \$390,000 causing a necessary decrease in the scope of the project and amount of sewer lines to be rehabilitated; and

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

**WHEREAS**, it has been recommended to the Mayor and City Council (the “*Corporate Authorities*”) that a Change Order decreasing the total contract price to the amount of \$387,475.36 is necessary, as set forth in the proposal from Insituform.

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

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

**Section 2.** The Corporate Authorities hereby find and declare that the Change Order to the 2024 Sewer Lining Improvements project with Insituform Technologies, which results in a total decrease of \$134,561.40, is required and that such decrease is in the best interests of the City and is authorized by law.

**Section 3.** The Change Order is hereby approved, and the City Administrator is authorized to execute the Change Order as hereinabove identified.

**Section 4.** That this resolution shall be in full force and effect from and after its passage and approval according to law.

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

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

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

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

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

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

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

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

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

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

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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CITY CLERK

CHANGE ORDER

Order No. 1

Date: December 10, 2024

Agreement Date: N/A

NAME OF PROJECT: 2024 Sanitary Sewer Lining Improvements

OWNER: United City of Yorkville

CONTRACTOR: Insituform Technologies

The following changes are hereby made to the CONTRACT DOCUMENTS:

1) See attached detail (\$134,561.40)

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 522,036.76

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ 522,036.76

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~)(decreased) by:  
\$ 134,561.40

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 387,475.36

Justification:

- 1) The bid value of the contract exceeded the budgeted value for sanitary sewer lining improvements. The scope was adjusted to fall under the budgeted construction value, prioritizing the lines in the worst condition. The anticipated value of the improvements eliminated is \$134,561.40.

Change to CONTRACT TIME:

The contract time is increased/~~decreased~~ by 0 days.

Requested by: \_\_\_\_\_ Insituform Technologies.

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

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



Engineering Enterprises, Inc.

2024 SANITARY SEWER LINING IMPROVEMENTS  
QUANTITY ADJUSTMENTS - CHANGE ORDER NO. 1

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	BID QUANTITY	BID AMOUNT	ADJUSTED QUANTITY	AWARD AMOUNT
1	CURED -IN-PLACE HEAT CURED PIPE LINING, 8-INCH	FOOT	\$ 32.61	1,585	\$ 51,686.85	865	\$ 28,207.65
2	CURED-IN-PLACE HEAT CURED PIPE LINING, 12-INCH	FOOT	\$ 68.36	2,148	\$ 146,837.28	1,878	\$ 128,380.08
3	CURED-IN-PLACE HEAT CURED PIPE LINING, 15-INCH	FOOT	\$ 64.71	2,353	\$ 152,262.63	2,353	\$ 152,262.63
4	POINT REPAIR, 8-INCH	EACH	\$ 19,250.00	1	\$ 19,250.00	1	\$ 19,250.00
5	GROUT JOINTS	EACH	\$ 3,275.00	15	\$ 49,125.00	5	\$ 16,375.00
6	HEAVY CLEANING	FOOT	\$ 7.50	500	\$ 3,750.00	500	\$ 3,750.00
7	BYPASS PUMPING	LSUM	\$ 1,000.00	1	\$ 1,000.00	1	\$ 1,000.00
8	TYPE A SANITARY MANHOLE, 4' DIA, TYPE 1 FR, CL	EACH	\$ 12,650.00	4	\$ 50,600.00	0	\$ -
9	ADDITIONAL DEPTH MANHOLE	FOOT	\$ 55.00	5	\$ 275.00	0	\$ -
10	CALLSS "D" PATCH, 4-INCH	SQ YD	\$ 275.00	30	\$ 8,250.00	30	\$ 8,250.00
11	RAILROAD INSURANCE	LSUM	\$ 4,000.00	1	\$ 4,000.00	0	\$ -
12	TRAFFIC CONTROL AND PROTECTION	LSUM	\$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00
13	RAILROAD FLAGGER ALLOWANCE	DOLLAR	\$ 1.00	5,000	\$ 5,000.00	0	\$ -
14	ALLOWANCE - ITEMS ORDERED BY ENGINEER	DOLLAR	\$ 1.00	20,000	\$ 20,000.00	20,000	\$ 20,000.00
TOTAL					\$ 522,036.76		\$ 387,475.36



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

Agenda Item Number

Public Works Committee #9

Tracking Number

PW 2024-109

### Agenda Item Summary Memo

**Title:** 2024 Sanitary Sewer Lining – Design and Construction Engineering Agreement

**Meeting and Date:** City Council – January 14, 2025

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

### Council Action Previously Taken:

Date of Action: PW – 12/17/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-109

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

**Submitted by:** Bart Olson

Name

Administration

Department

### Agenda Item Notes:

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

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



# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: December 12, 2024  
Subject: 2024 Sanitary sewer lining – design and construction engineering

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## **Summary**

Consideration of a design and construction engineering agreement with EEI to cover the 2024 sanitary sewer lining projects.

## **Background**

This item was last discussed by the City Council in Spring 2024 when the City Council approved the FY 25 budget which includes \$440,000 in FY 2025 for sanitary sewer replacement. Since then, the staff have bid out the sanitary sewer lining project for 2024 (separate agenda item) and EEI has prepared a design and construction engineering agreement to cover the work to be completed next Summer.

The EEI proposal for design and construction engineering is for a fixed fee amount of \$16,074 (design) and a fee based on hourly rates estimated at \$18,280 in total (construction). These costs are included in the FY 25 and FY 26 budget.

## **Recommendation**

Staff recommends approval of the design and construction engineering agreement with EEI covering the 2024 sanitary sewer lining program.

Resolution No. 2025-\_\_\_\_\_

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING  
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

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

**WHEREAS**, the City's Public Works Department plans to install a lining along the interior of certain sanitary sewer pipes (the "Project"); and

**WHEREAS**, completion of the Project will require engineering services conducted by an outside engineering firm; and

**WHEREAS**, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

**WHEREAS**, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

**WHEREAS**, the City administration recommends approval of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council (the "Corporate Authorities") of the United City of Yorkville, Kendall County, Illinois, as follows:

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

**Section 2.** The Mayor and City Clerk are hereby authorized to execute an *Agreement for Professional Services – 2024 Sanitary Sewer Lining, Design and Construction Engineering*,



attached hereto as *Exhibit A*.

**Section 3.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

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

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

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

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

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

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

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

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

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

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

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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

**Agreement for Professional Services**  
**2024 Sanitary Sewer Lining, Design and Construction Engineering**

THIS AGREEMENT, by and between the *United City of Yorkville*, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

**A. Services:**

The Engineer shall furnish the necessary personnel, materials, equipment, and expertise to make the necessary investigations, analysis, and calculations along with exhibits, cost estimates, and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Design and construction engineering will be provided for approximately 5,100 linear feet of sanitary sewer lining in various locations in the City (see Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

**B. Term:**

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination.

**C. Compensation and maximum amounts due to Contractor:**

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment B. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$16,074. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$18,280. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

In the event that this contract is designated in Section B hereof as an Ongoing Contract, Contractor, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year

**E. Ownership of Records and Documents:**

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

**F. Governing Law:**

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kane County, Illinois.

**G. Independent Contractor:**

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose.

**H. Certifications:**

**Employment Status:** The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

**Anti-Bribery:** The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

**Loan Default:** If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

**Felony Certification:** The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

**Barred from Contracting:** The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

**Drug Free Workplace:** The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

**Non-Discrimination, Certification, and Equal Employment Opportunity:** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

**International Boycott:** The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

**Record Retention and Audits:** If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal

sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: ☒ United States Citizen ☐ Resident Alien ☐ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☒ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.

#### **I. Indemnification:**

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

#### **J. Insurance:**

The contractor agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied).

#### **K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are

included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

**Attachment A:** Standard Terms and Conditions

**Attachment B:** Scope of Services

**Attachment C:** Estimated Level of Effort and Associated Cost

**Attachment D:** Anticipated Project Schedule

**Attachment E:** Location Map

**Attachment F:** 2024 Standard Schedule of Charges

#### **L. Notices:**

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

City Administrator and City Clerk  
United City of Yorkville  
651 Prairie Point Drive  
Yorkville, IL 60560

For the Contractor:

Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

\_\_\_\_\_  
John Purcell  
Mayor

\_\_\_\_\_  
Brad Sanderson, PE  
Chief Operating Officer / President

\_\_\_\_\_  
Jori Behland  
City Clerk

\_\_\_\_\_  
Angie Smith  
Executive Assistant

## STANDARD TERMS AND CONDITIONS

**Agreement:** These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

**Standard of Care:** In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

**Construction Engineering and Inspection:** The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

**Opinion of Probable Construction Costs:** ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

**Copies of Documents & Electronic Compatibility:** Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

**Changed Conditions:** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

**Hazardous Conditions:** OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations. ENGINEER agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.



**Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**Termination:** This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

**Payment of Invoices:** Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

**Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

**Force Majeure:** Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

**Additional Terms or Modification:** All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

**Assignment:** Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

**Waiver:** A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**Attorney's Fees:** In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

**Fiduciary Duty:** Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

**Headings:** The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.



**2024 Sanitary Sewer Lining  
United City of Yorkville, IL  
Professional Services Agreement - Design and Construction Engineering**

**Attachment B – Scope of Services**

**DESIGN ENGINEERING – 2024 Sanitary Sewer Lining**

**2.1 Project Management and Administration**

- Management of Personnel and the Engineering Contract
- Coordination with the City
- Coordinate Televising of Sewer and Review of Existing Conditions

**2.2 Project Meetings**

- Project Kick-Off Meeting Between the City and EEI

**2.3 Bid Package, Specifications and Estimates**

- Preparation of 50% Specifications
- Preparation of 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.

**2.4 Bidding and Contracting**

- Prepare Bidders List and Ad for Bid
- Submit Ad for Bid to the Local Paper and Post Bidding Documents on QuestCDN
- Address Bid Questions and Prepare Addenda
- Attend Bid Opening
- Prepare Bid Tab, Bid Summary, and Recommendation of Award
- Execute Contract Documents

**Our proposed scope of services for Construction Engineering will include the following:**

**3.1 Construction Administration**

- Prepare for, Attend and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Prepare and Handout Construction Notice Flyers to Residents
- Coordinate with City Services (Garbage, Mail, Etc.)
- Prepare Pay Estimates and Change Orders
- Gather Invoices and Waivers of Lien
- Provide Weekly Updates to City or as Required Based on Onsite Activities

**3.2 Construction Observation and Documentation**

- Provide Resident Engineering Services for Construction
- Provide Quantity Tracking, Documentation and Daily Field Reports
- Perform Punch Walks, Prepare Punch List Letters and Provide Follow Up Inspections and Recommend Acceptance When Appropriate (2 Each)
- Prepare Project Closeout Paperwork

The above scope for "2024 Sanitary Sewer Lining" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of base contract and will be billed in accordance with the Standard Schedule of Charges.

**ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST  
PROFESSIONAL ENGINEERING SERVICES**

**CLIENT**

United City of Yorkville

**PROJECT TITLE**

2024 Sanitary Sewer Lining

**PREPARED BY**

KDW

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPT 2	PE	SPM	SPT 2	PT	SPT 2	SPT 1	ADMIN		HOURS	COST
		RATE	\$246	\$210	\$175	\$168	\$234	\$175	\$153	\$175	\$164	\$72			
DESIGN ENGINEERING															
2.1	Project Management and Administration	-		6	-	4	-	-	-	-	-	-		10	\$ 1,932
2.2	Project Meetings		2	2	-	4	-	-	-	-	-	-		8	\$ 1,584
2.3	Bid Package, Specifications and Estimates	-		7	-	24	-	-	-	-	-	-		31	\$ 5,502
2.4	Bidding and Contracting	-		12	-	24	-	-	-	-	-	7		43	\$ 7,056
Insert Task Subtotal:			2	27	-	56	-	-	-	-	-	7	-	92	\$ 16,074
CONSTRUCTION ENGINEERING															
3.1	Construction Administration		2	14	20	-	-	-	-	-	-	2		38	\$ 7,076
3.2	Observation and Documentation	-		6	56	-	-	-	-	-	-	2		64	\$ 11,204
Insert Task Subtotal:			2	20	76	-	-	-	-	-	-	4	-	102	\$ 18,280
PROJECT TOTAL:			2	27	-	56	-	-	-	-	-	7	-	92	34,354

**DIRECT EXPENSES**

Vehicle Charges =	\$	650
Cleaning & Televising =	\$	-
<b>DIRECT EXPENSES =</b>	<b>\$</b>	<b>650</b>

**LABOR SUMMARY**

EEL Labor Expenses =	\$	34,354
<b>TOTAL LABOR EXPENSES</b>	<b>\$</b>	<b>34,354</b>

<b>TOTAL COSTS</b>	<b>\$</b>	<b>35,004</b>
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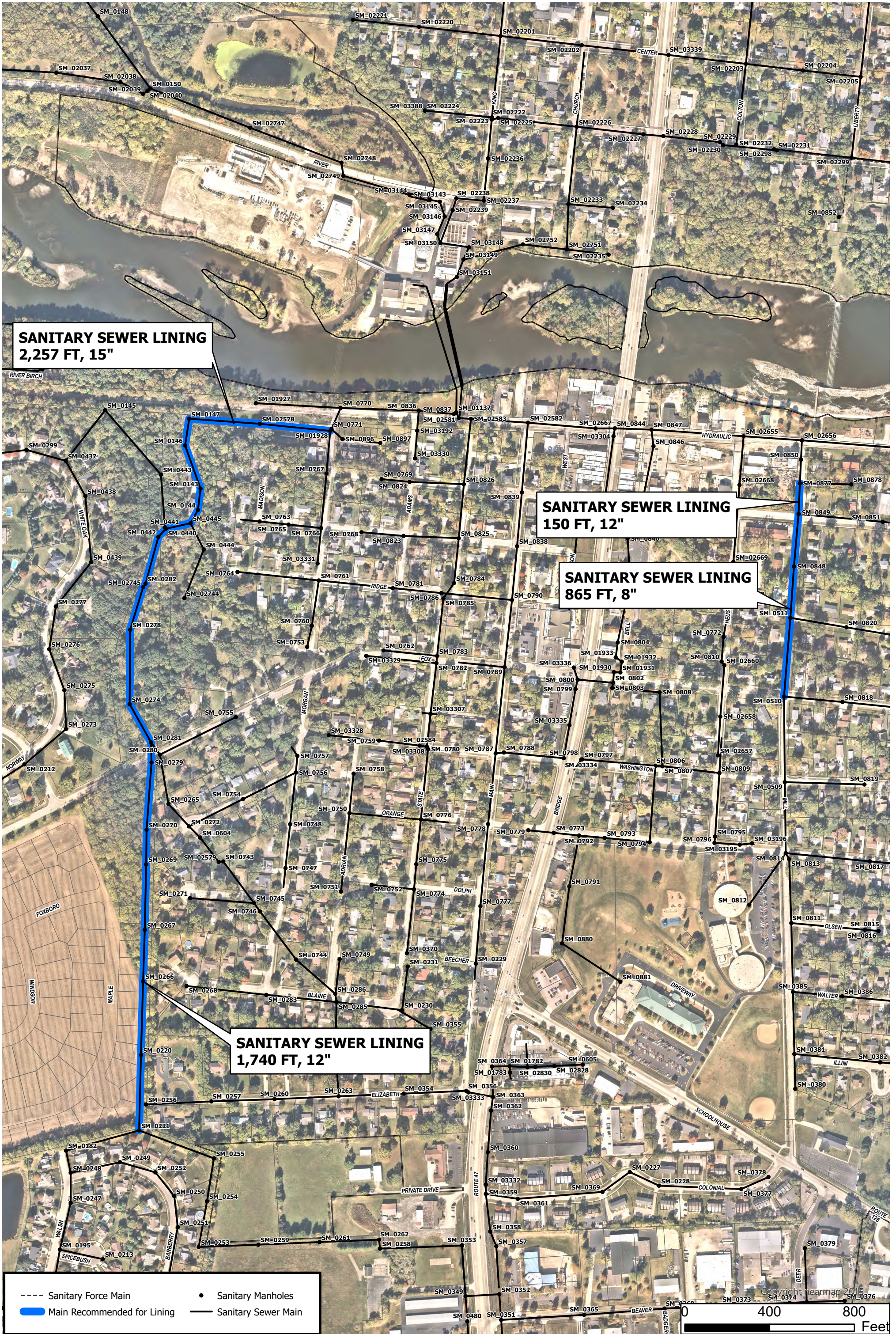


## ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT						PROJECT NUMBER				
United City of Yorkville						YO2450-P				
PROJECT TITLE						DATE		PREPARED BY		
2024 Sanitary Sewer Lining						12/10/24		KDW		
TASK NO.	TASK DESCRIPTION									
		2024				2025				
		SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
DESIGN ENGINEERING										
2.1	Project Management and Administration									
2.2	Project Meetings									
2.3	Bid Package, Specifications and Estimates									
2.4	Bidding and Contracting									
CONSTRUCTION ENGINEERING										
3.1	Construction Administration									
3.2	Observation and Documentation									







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Sanitary Force Main


Main Recommended for Lining

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Sanitary Manholes

—

Sanitary Sewer Main



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



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


DATE:	DECEMBER 2024
PROJECT NO.:	YO2450
BY:	MJT
PATH:	
FILE:	

2024 SANITARY SEWER LINING

ATTACHMENT E  
LOCATION MAP

Copyright nearmap 2015

0 400 800 Feet







# Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024



EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

## VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 20.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 225.00
Expert Testimony		\$ 275.00



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

Agenda Item Number

Public Works Committee #10

Tracking Number

PW 2024-111

### Agenda Item Summary Memo

**Title:** Kluber Contract Amendment – Building Expansion

**Meeting and Date:** City Council – January 14, 2025

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

### Council Action Previously Taken:

Date of Action: PW – 12/17/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-111

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

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

### Agenda Item Notes:

At the 2/13/24 City Council meeting, a resolution was passed and the contract with Kluber for  
the design of the new Public Works facility was approved.



# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: December 12, 2024  
Subject: Kluber contract amendment, building expansion

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## **Summary**

Consideration of a contract amendment with Kluber to cover the increased scope and size of the Public Works and Parks Maintenance Facility.

## **Background**

The City Council last discussed this in February 2024, when a formal architectural design agreement was approved with Kluber for the Public Works and Parks Maintenance Facility at a total basic services fee of \$1,362,400. Since that meeting, the City has expanded the footprint of the building from 87,000 s.f. to 116,311 s.f. by adding rooms, expanding spaces, and reorienting the building. All of these changes came about from City Council and staff tours of the South Elgin and Montgomery Public Works Facility.

While the staff described the February 2024 contract approval as a flat fee that would not change, the nuance to the statement is that the fee would not have changed should the building scope and size remained relatively similar nor would it have changed had the bid price been higher or lower than estimates. Changes in scope and size of the building are contemplated within the agreement to cause a contract amendment to cover Kluber's workload, and I feel a 33% increase in building size between February 2024 and current fits that practice. For example, we have information that similar mid-contract increases in scope and contract price occurred in Aurora (from \$1.8m to \$2m) and Carol Stream (from \$45k to \$287k), and somewhat similar contract price changes occurred in Woodridge and Hampshire (both utilized a slightly different contract model).

The base services contract price increase from Kluber is proposed to be \$1.671m, up from \$1.362m which is a 22% increase and less than the 33% increase in square footage of the building. This has the effect of lowering the percentage of the overall project dedicated to basic services architect fees previously in the 6.2% to 6.6% range, now down to 5.6% to 6.0%. As a reminder, there are roughly \$167,760 in supplementary services in the contract that are not included in the previously mentioned figures, and these supplementary services are not proposed to change as part of this contract amendment. These basic services numbers are still in line with industry averages and keep us within most recent budget estimates for the project. Further, no City budget amendment is needed to cover this increased cost.

**Recommendation**

Staff recommends approval of the contract amendment with Kluber to cover the increased size and scope of the Public Works and Parks Maintenance Facility.



**Resolution No. 2025-\_\_\_\_\_**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL  
COUNTY, ILLINOIS APPROVING AN AMENDMENT TO THE PROFESSIONAL  
SERVICES AGREEMENT TO AN AGREEMENT WITH KLUBER, INC.  
FOR THE DESIGN OF A PUBLIC WORKS FACILITY**

**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 this State; and,

**WHEREAS**, the City has acquired certain property commonly known as Lot 4 of the Yorkville Business Center on Boombah Boulevard for the purpose of constructing a public works facility (the "*PW Facility*"); and

**WHEREAS**, to design the new PW Facility, the City, after considering various proposals from architectural firms with which it had worked in the past, determined that Kluber, Inc. of Aurora, Illinois has the expertise necessary to undertake this project and approved the AIA Document B133-2019, Standard Form of Agreement between the Architect and City with Kluber, Inc on February 13, 2024.; and

**WHEREAS**, due to several changes to the Schematic Design submitted by Kluber, Inc., the estimated cost of the PW Facility increased from \$20,000,000 to approximately \$29,000,000 thereby requiring an adjustment to Kluber's compensation as provided in the AIA Document G802-2017, Amendment to the Professional Services Agreement attached hereto; and,

**WHEREAS**, the Mayor and City Council have reviewed the compensation adjustment and find it to be reasonable as the increase has been the result of many changes and a substantial increase in the size of the PW Facility, all as hereinafter provided.

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

**Section 1.** That the AIA Document, being a Standard Form of Amendment to the Professional Services Agreement, by and between the United City of Yorkville and Kluber, Inc. attached hereto and made a part hereof by this reference is hereby approved and the Mayor is hereby authorized to execute said Agreement on behalf of the United City of Yorkville.

**Section 2.** That this Resolution shall be in full force and effect upon its passage and approval as provided by law.

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

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

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

---

CITY CLERK

# AIA® Document G802® – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
1370 - United City of Yorkville - New  
Public Works Facility

**AGREEMENT INFORMATION:**  
Date: February 13, 2024

**AMENDMENT INFORMATION:**  
Amendment Number: 002  
Date: October 15, 2024

**OWNER:** *(name and address)*  
United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, IL 60560

**ARCHITECT:** *(name and address)*  
Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

The Owner and Architect amend the Agreement as follows:

Basic Services fee adjustment calculated based on §1.1.2 & §1.1.3 where the proposed facility was estimated to be 87,000 square feet and the Cost of the Work was \$20,000,000. The Schematic Design Phase deliverable dated July 12, 2024 reflected an increase in the Project scope to 116,311 square feet and an increased Cost of the Work between \$27,759,063 and \$29,823,892. Basic Services fee calculation adjustment is based on the lower bound value noted above.

The Architect's compensation and schedule shall be adjusted as follows:

### Compensation Adjustment:

#### §11.1 Basic Services compensation

Schematic Design:	\$250,695.00	(Previous: \$204,360.00)
Design Development Phase:	\$467,965.00	(Previous: \$381,470.00)
Construction Document Phase:	\$601,670.00	(Previous: \$490,465.00)
Procurement Phase:	\$ 16,715.00	(Previous: \$ 13,625.00)
Construction Phase:	\$334,255.00	(Previous: \$272,480.00)
Total Revised Basic Services Fee:	\$1,671,300.00	(Previous: \$1,362,400.00)

#### §11.2 Supplemental Services compensation

No adjustments, to remain as scheduled (\$167,670.00)

### Schedule Adjustment:

#### §1.1.4.1

##### Design Phase Milestone dates:

Schematic Design: July 2024

Design Development: October 2024

Construction Documents: January 2025

Procurement: First Quarter 2025

#### §1.1.4.2

Construction Commencement date: Second Quarter 2025. To be determined by Owner and Construction Manager

#### §1.1.4.3

Substantial Completion date: Third Quarter 2026. To be determined by Owner and Construction Manager

#### §4.2.5

Increase to thirty-six (36) months.

---

**SIGNATURES:**

Kluber, Inc.

ARCHITECT *(Firm name)*



SIGNATURE

Michael T. Kluber

President

PRINTED NAME AND TITLE

October 15, 2024

DATE

United City of Yorkville

OWNER *(Firm name)*

SIGNATURE

John Purcell

Mayor

PRINTED NAME AND TITLE

DATE

**Resolution No. 2024-09**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,  
APPROVING AN AGREEMENT WITH KLUBER, INC. FOR THE  
DESIGN OF A PUBLIC WORKS FACILITY**

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

**WHEREAS**, the City has acquired property commonly known as Lot 4 of the Yorkville Business Center on Boombah Boulevard for the purpose of constructing an 87,000 square foot public works facility (the "PW Facility"); and

**WHEREAS**, to design the new PW Facility, the City considered receiving various proposals from architectural firms with which it worked in the past and upon due consideration determined that Kluber Inc. of Aurora, Illinois has the expertise necessary to undertake this project; and

**WHEREAS**, after discussion and review of the Schematic Design submitted by Kluber, Inc., the City Administrator, City Engineer and the City Public Works Director are prepared to recommend that the Mayor and City Council approve the Agreement with Kluber, Inc. in the form attached hereto.

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

**Section 1.** That the AIA Document 8133-209, being a standard form of Agreement Between Owner and Architect, by and between the United City of Yorkville and Kluber, Inc. attached hereto and made a part hereof by this reference is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the United City of Yorkville.

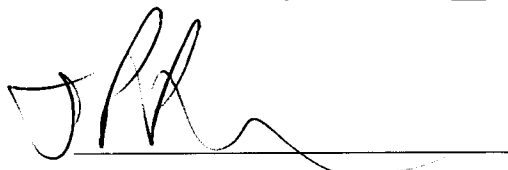
**Section 2.** That this Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 13<sup>th</sup> day of February, A.D. 2024.

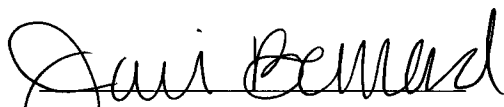
  
CITY CLERK

KEN KOCH	AYE	DAN TRANSIER	AYE
ARDEN JOE PLOCHER	AYE	CRAIG SOLING	AYE
CHRIS FUNKHOUSER	AYE	MATT MAREK	AYE
SEAVAR TARULIS	NAY	RUSTY CORNEILS	AYE

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this 16<sup>th</sup>  
day of February, A.D. 2024.

  
MAYOR

*Attest:*

  
CITY CLERK

# AIA® Document B133® – 2019

## **Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition**

AGREEMENT made as of the    day of February in the year Two Thousand Twenty-Four  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address, and other information)

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

and the Architect:  
(Name, legal status, address, and other information)

Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

for the following Project:  
(Name, location, and detailed description)

1370 – United City of Yorkville – New Public Works Facility

The Construction Manager (if known):  
(Name, legal status, address, and other information)

To be determined. Not selected at the time of this Agreement.

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(1901492567)



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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The Program and limited Schematic Design deliverable has been completed by Kluber, Inc. titled 'Yorkville Maintenance Facility' dated November 14, 2022.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The proposed facility as presented in § 1.1.1 above is approximately 87,000 square feet on Lot 4 of the Yorkville Business Center of Boombah Boulevard. A follow-up meeting with the Owner on October 17, 2023, it was determined to progress into the full Schematic Design Phase to simplify the building footprint and possibly reduce the overall square footage in order to reduce the budget for the Cost of the Work.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Architect's preliminary assumption (with site development) is twenty million dollars. (\$20,000,00000). This budget will be used for Architect's preliminary fee calculations for the Stipulated Sum for Basic Services noted in § 11.1.1. The compensation for Basic Services will be reviewed and finalized at the end of the Schematic Design Phase and adjusted (if required) as mutually agreed between Owner and Architect.

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design: March 2024  
Design Development: May 2024  
Construction Documents: July 2024  
Procurement: July/August 2024

.2 Construction commencement date:

September 2024

.3 Substantial Completion date or dates:

July 2025, to be confirmed by Owner and Construction Manager.

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:  
(Indicate agreement type.)

☒ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Not anticipated.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Bart Olson  
City Administrator  
United City of Yorkville

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User Notes:

(1901492567)

651 Prairie Pointe Drive  
Yorkville, IL 60560

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

None

§ 1.1.10 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Construction Manager:

*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)*

To be determined.

.2 Land Surveyor:

Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

.3 Geotechnical Engineer:

Contracted through Engineering Enterprises, Inc.  
Rubino Engineering, Inc.  
425 Shepard Drive  
Elgin, IL 60123

.4 Civil Engineer:

Engineering Enterprises, Inc. (Civil Engineering & Landscape Design)  
52 Wheeler Road  
Sugar Grove, IL 60554

.5 Other consultants and contractors:

*(List any other consultants and contractors retained by the Owner.)*

Construction Material Testing (To be determined).

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

*(List name, address, and other contact information.)*

Chris Hansen, AIA  
Project Manager  
Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

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§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Jeffrey Bruns  
Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

.2 Mechanical Engineer:

Donald Ware  
Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

.3 Electrical Engineer:

Michael Kluber  
Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

§ 1.1.12.2 Consultants retained under Supplemental Services:

Integrity Environmental Services, Inc (Fuel Station)  
1220 Iroquois Avenue, Suite 100  
Naperville, IL 60563

Commissioning  
TBD

§ 1.1.13 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA

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User Notes:

Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero (\$ 1,000,000.00 ) each accident, One Million Dollars and Zero (\$ 1,000,000.00 ) each employee, and One Million Dollars and Zero (\$ 1,000,000.00 ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero (\$ 2,000,000.00 ) per claim and Five Million Dollars and Zero (\$ 5,000,000.00 ) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional

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insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

### § 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or

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procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

### § 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

### § 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design

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Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### § 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### § 3.6 Procurement Phase Services

#### § 3.6.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any.

*(Paragraphs deleted)*

#### § 3.6.2 Competitive Bidding

§ 3.6.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

*(Paragraph deleted)*

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 providing PDF files of the Bidding Documents to the Construction Manager for their distribution to prospective bidders;

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- .2 attend a pre-bid conference for prospective bidders organized and conducted by the Construction Manager;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the Construction Manager for the prospective bidders in the form of addenda; and
- .4 attend the opening of bids organized and conducted by the Construction Manager, Construction Manager to document and distribute the bidding results, as directed by the Owner.

§ 3.6.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.7 Construction Phase Services

#### § 3.7.1 General

§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.7.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.7.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

#### § 3.7.2 Evaluations of the Work

*(Paragraph deleted)*

§ 3.7.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

*(Paragraph deleted)*

§ 3.7.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 3.7.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.7.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

*(Paragraph deleted)*

§ 3.7.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

*(Paragraph deleted)*

### § 3.7.3 Certificates for Payment to Construction Manager

*(Paragraph deleted)*

§ 3.7.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.7.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.7.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

*(Paragraph deleted)*

### § 3.7.4 Submittals

*(Paragraph deleted)*

§ 3.7.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.7.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

*(Paragraph deleted)*

§ 3.7.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the

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appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.7.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

*(Paragraphs deleted)*

§ 3.7.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

*(Paragraph deleted)*

#### § 3.7.5 Changes in the Work

*(Paragraphs deleted)*

§ 3.7.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

*(Paragraphs deleted)*

§ 3.7.5.2 The Architect shall maintain records relative to changes in the Work.

*(Paragraph deleted)*

#### § 3.7.6 Project Completion

*(Paragraph deleted)*

§ 3.7.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.7.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.7.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.7.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

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§ 3.7.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager (Part of Basic Services)	Architect
§ 4.1.1.2 Programming (Completed by Architect)	Architect
§ 4.1.1.3 Final Update of Preliminary Designs (Part of Basic Services)	Architect
<i>(Row deleted)</i>	
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning (Completed by Architect)	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Owner
§ 4.1.1.10 Landscape design	Owner
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating (after Schematic Design Phase)	Construction Manager
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction (Part of Basic Services)	Architect
§ 4.1.1.16 As-designed record drawings (Part of Basic Services)	Architect
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants. Limited to as required for the Architect to prepare its Instruments of Service.	Architect
<i>(Row deleted)</i>	

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§ 4.1.1.22 Telecommunications/data design (Limited)	Architect
§ 4.1.1.23 Security evaluation and planning	Architect
§ 4.1.1.24 Commissioning	Architect
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided
§ 4.1.1.30 Audio/Visual Systems Design	Owner
§ 4.1.1.31 Fuel Station Design	Architect
§ 4.1.1.32 Site Storage Bin Design	Architect
§ 4.1.1.33 Salt Dome Design	Architect

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

§4.1.2.1.1 Programing: Completed by Architect under separate contract.

§4.1.2.1.2 Site evaluation and planning: Completed by Architect under separate contract.

§4.1.2.1.3 Architectural Interior Design:

- Preliminary interior design product selections for interior finishes including color options and recommended building placement to Owner for approval.
- Refine interior design selections based upon initial Owner input.
- Present final interior design selections to the Owner for formal approval.
- Document final interior design color selections on the contract documents prior to bidding.
- Note: Built-in casework design is included for the building as part of Basic Services.

§4.1.2.1.4 Architect's Coordination of Owner's Consultants: Coordination of Owner's consultants as required to complete Architect's Instruments of Service. Anticipated to be Owner's civil engineer, landscape designer and geotechnical engineer.

§4.1.2.1.5 Telecommunications/Data Systems Design:

- Design includes interior building communications wiring, jack terminations, patch panels and associated MDF rack design and specifications.
- All other "Telecommunications and data equipment" will be provided by others. This includes but is not limited to: routers, servers, switches, UPS units, and phone systems and handsets and desktop/laptop computers.

§4.1.2.1.6 Door Control : Security Systems Design:

- Meet with the Owner to develop physical security objectives for Site Security, Access Control, and Surveillance and identify security measures to meet the identified objectives.
- Design and develop specifications for physical security systems including Door Access Control and Monitoring, Video Surveillance System and other security systems.
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structural cabling system and hardware to support associated security systems.

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§ 4.1.2.1.7 Commissioning: Architect will retain Consultant for Commissioning services. Scope TBD.

§ 4.1.2.1.8 Furniture, furnishings, and equipment design: General layout of furniture for purposes of function and connection locations for the office area. Furniture bid package is not included. Owner agrees to purchase from a government purchasing contract and will identify which furniture vendor will be assigned to coordinate purchase and design layout with Architect.

- Permanent garage equipment will be included as part of Basic Services and will be included in the bidding documents. This fixed equipment includes the following equipment:
  - Fixed lifts
  - Lubrication and fluid equipment
  - Wash bay equipment
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structured cabling system and hardware to support associated security systems.
- Design supplementary electrical, technology and structural services for visual/environmental display and other A/V systems

§ 4.1.2.1.9 Fuel Station design: Architect will retain Integrity Environmental Services, Inc. for the fueling station.

§ 4.1.2.1.10 Site material storage bin design: Architect provide design services for the site material storage bins.

§ 4.1.2.1.11 Salt Dome design: Architect will provide performance based specifications for salt dome structure.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

None.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to

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requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 36 ( thirty-six ) visits to the site by the Architect during construction assuming a construction duration of 18 months.
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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§ 4.2.5 If the services covered by this Agreement have not been completed within 24 ( twenty-four ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall



require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager,

Init.

shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

Init.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, including consequential damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, including consequential damages, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

*(Paragraph deleted)*

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

Init.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

*(Paragraphs deleted)*

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

Init.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement

Init.

shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

**.1 Stipulated Sum**  
(Insert amount)

\$1,362,400.00 (One million three-hundred sixty-two thousand four hundred dollars) based on the Cost of Work noted (excluding the site improvements) as noted in §1.1.3.

Note: This Stipulated Sum includes a \$17,600.00 credit for limited Schematic Design Phase services previously completed under separate contract.

**.2 Percentage Basis**  
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

**.3 Other**  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 4.1.1.2 Programming:	Completed under separate contract.
§ 4.1.1.6 Site evaluation and planning:	Completed under separate contract.
§ 4.1.1.11 Architectural Interior Design	\$17,400.00**
§ 4.1.1.21 Architects coordination of the Owner's consultants	\$24,450.00**
§ 4.1.1.22 Telecommunications/data design	\$21,750.00**
§ 4.1.1.23 Security evaluation and planning:	\$14,790.00**
§ 4.1.1.24 Commissioning (TBD)	\$25,000.00 (Allowance)
§ 4.1.1.27 Furniture, furnishings, and equipment design	\$13,050.00**
§ 4.1.1.31 Fuel Station design (Integrity Environmental Services, Inc.)	\$25,730.00**
§ 4.1.1.32 Storage Bin Design	\$15,750.00**
§ 4.1.1.33 Salt Dome Design (delegated design)	\$9,750.00**

\*\* Denotes will be billed in proportion to Basic Services Phases noted in § 11.5.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

At Architect's hourly billing rates as set forth in § 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent ( 15 %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty-eight	percent (	28	%)
Construction Documents Phase	Thirty-six	percent (	36	%)
Procurement Phase	One		1	%
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Kluber Architects + Engineers Staff	Hourly Rate
Principal.....	\$225.00
Project Manager.....	\$175.00
Project Mechanical Engineer III.....	\$165.00
Project Mechanical Engineer II.....	\$140.00
Project Mechanical Engineer I.....	\$115.00
Project Electrical Engineer III.....	\$165.00
Project Electrical Engineer II.....	\$140.00
Project Electrical Engineer I.....	\$115.00
Project Structural Engineer III.....	\$165.00
Project Structural Engineer II.....	\$140.00
Project Structural Engineer I.....	\$115.00
Project Technologist.....	\$165.00
Project Architect III.....	\$135.00
Project Architect II.....	\$115.00
Project Architect I.....	\$95.00
Interior Designer III.....	\$115.00
Interior Designer II.....	\$95.00
Interior Designer I.....	\$75.00
Construction Observer.....	\$95.00
Senior Project Coordinator.....	\$75.00
Project Coordinator.....	\$55.00
Mark-up for hourly Projects (indirect costs, OH & P).....	20.0%

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**Employee or Category**

**Rate (\$0.00)**

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

*(Paragraphs deleted)*

- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0.0 %) of the expenses incurred. Estimated to be \$4,500.00 (excludes Owner's consultants).

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

§ 11.10.1.1 An initial payment of ( \$ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ( \$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

**§ 11.10.2 Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's

*(Paragraphs deleted)*

invoice but in the event no later than as required by statute for governmental entities.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

§ 12.1 Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted

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by law, the total liability, in the aggregate, of Kluber, Inc.'s officers, directors, partners, employees, agents, and Kluber's Consultants, and any of them to Owner/Client and anyone claiming by, through, or under Owner/Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Subagreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kluber's officers, directors, partners, employees, agents, or Kluber's Consultants, or any of them shall not exceed the total amount of two times fee, excluding reimbursable expenses, up to the and not exceeding the insurance policy limits. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.

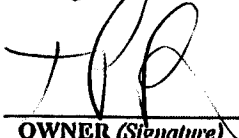
#### ARTICLE 13 SCOPE OF THE AGREEMENT

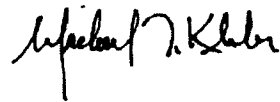
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133<sup>TAL</sup>-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203<sup>TAL</sup>-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:  
(Insert the date of the E203-2013 incorporated into this agreement.)
- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)
  - ☐ AIA Document E234<sup>TAL</sup>-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.  
(Insert the date of the E234-2019 incorporated into this agreement.)
  - ☐ Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

  
\_\_\_\_\_  
OWNER (Signature)  
John Purcell, Mayor  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)  
Michael T. Kluber, President  
(Printed name, title, and license number, if required)

Int.

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User Notes:

(1901492567)

## **Additions and Deletions Report for AIA® Document B133® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:22:40 ET on 01/12/2024.

### **PAGE 1**

AGREEMENT made as of the day of February in the year Two Thousand Twenty-Four

...

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

...

Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

...

1370 – United City of Yorkville – New Public Works Facility

...

To be determined. Not selected at the time of this Agreement.

### **PAGE 2**

The Program and limited Schematic Design deliverable has been completed by Kluber, Inc. titled 'Yorkville Maintenance Facility' dated November 14, 2022.

...

The proposed facility as presented in § 1.1.1 above is approximately 87,000 square feet on Lot 4 of the Yorkville Business Center of Boombah Boulevard. A follow-up meeting with the Owner on October 17, 2023, it was determined to progress into the full Schematic Design Phase to simplify the building footprint and possibly reduce the overall square footage in order to reduce the budget for the Cost of the Work.

...

Architect's preliminary assumption (with site development) is twenty million dollars. (\$20,000,00000). This budget will be used for Architect's preliminary fee calculations for the Stipulated Sum for Basic Services noted in § 11.1.1. The compensation for Basic Services will be reviewed and finalized at the end of the Schematic Design Phase and adjusted (if required) as mutually agreed between Owner and Architect.

### **PAGE 3**

Schematic Design: March 2024

Design Development: May 2024  
Construction Documents: July 2024  
Procurement: July/August 2024

...

September 2024

...

July 2025, to be confirmed by Owner and Construction Manager.

...

[ X ] AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

Not anticipated.

...

None

...

Bart Olson  
City Administrator  
United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, IL 60560  
PAGE 4

None

...

To be determined.

...

Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

...

Contracted through Engineering Enterprises, Inc.  
Rubino Engineering, Inc.  
425 Shepard Drive  
Elgin, IL 60123

...

Engineering Enterprises, Inc. (Civil Engineering & Landscape Design)

52 Wheeler Road  
Sugar Grove, IL 60554

...

Construction Material Testing (To be determined).

...

Chris Hansen, AIA  
Project Manager  
Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506  
**PAGE 5**

Jeffrey Bruns  
Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

...

Donald Ware  
Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

...

Michael Kluber  
Kluber, Inc.  
41 W. Benton Street  
Aurora, IL 60506

...

Integrity Environmental Services, Inc (Fuel Station)  
1220 Iroquois Avenue, Suite 100  
Naperville, IL 60563

Commissioning  
TBD

...

N/A  
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§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero (\$ 1,000,000.00 ) each accident, One Million Dollars and Zero (\$ 1,000,000.00 ) each employee, and One Million Dollars and Zero (\$ 1,000,000.00 ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero (\$ 2,000,000.00 ) per claim and Five Million Dollars and Zero (\$ 5,000,000.00 ) in the aggregate.

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### § 3.6 Construction Phase Services

#### § 3.6 Procurement Phase Services

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any.

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™ 2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201 2017, these modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201 2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

### § 3.6.2 Evaluations of the Work

#### § 3.6.2 Competitive Bidding

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work. Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing

of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by**

- .1 providing PDF files of the Bidding Documents to the Construction Manager for their distribution to prospective bidders;**
- .2 attend a pre-bid conference for prospective bidders organized and conducted by the Construction Manager;**
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the Construction Manager for the prospective bidders in the form of addenda; and**
- .4 attend the opening of bids organized and conducted by the Construction Manager, Construction Manager to document and distribute the bidding results, as directed by the Owner.**

**§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.**

**§ 3.7 Construction Phase Services**

**§ 3.7.1 General**

**§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.**

**§ 3.7.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.**

**§ 3.7.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.**

**§ 3.7.2 Evaluations of the Work**

**§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.**

§ 3.7.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

~~§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.~~

§ 3.7.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.7.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.7.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

~~§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.~~

§ 3.7.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

~~§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.~~

§ 3.7.3 Certificates for Payment to Construction Manager

~~§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.~~

§ 3.7.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.7.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

#### § 3.6.4 Submittals

§ 3.7.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

#### § 3.7.4 Submittals

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.7.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.7.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely



upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.7.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.7.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

~~§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.~~

~~§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.~~

§ 3.7.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

~~§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.~~

### § 3.7.5 Changes in the Work

~~§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.~~

### § 3.6.6 Project Completion

~~§ 3.6.6.1 The Architect shall:~~

- ~~1 — conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;~~
- ~~2 — issue Certificates of Substantial Completion;~~
- ~~3 — forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and~~
- ~~4 — issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.~~

§ 3.7.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.7.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

#### § 3.7.6 Project Completion

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.7.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.7.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.7.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.7.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.7.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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§ 4.1.1.1 Assistance with Selection of Construction Manager (Part of Basic Services)	Architect
§ 4.1.1.2 Programming (Completed by Architect)	Architect
§ 4.1.1.3 Final Update of Preliminary Designs (Part of Basic Services)	Architect
<del>§ 4.1.1.3 Multiple Preliminary Designs</del>	
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning (Completed by Architect)	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Owner
§ 4.1.1.10 Landscape design	Owner
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating (after Schematic Design Phase)	Construction Manager
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction (Part of Basic Services)	Architect
§ 4.1.1.16 As-designed record drawings (Part of Basic Services)	Architect
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants, Limited to as required for the Architect to prepare its Instruments of Service.	Architect
<del>§ 4.1.1.21 Architect's coordination of the Owner's consultants</del>	
§ 4.1.1.22 Telecommunications/data design (Limited)	Architect
§ 4.1.1.23 Security evaluation and planning	Architect
§ 4.1.1.24 Commissioning	Architect
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided
§ 4.1.1.30 Audio/Visual Systems Design	Owner
§ 4.1.1.31 Fuel Station Design	Architect
§ 4.1.1.32 Site Storage Bin Design	Architect
§ 4.1.1.33 Salt Dome Design	Architect

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**§4.1.2.1.1 Programing: Completed by Architect under separate contract.**

**§4.1.2.1.2 Site evaluation and planning: Completed by Architect under separate contract.**

**§4.1.2.1.3 Architectural Interior Design:**

- Preliminary interior design product selections for interior finishes including color options and recommended building placement to Owner for approval.

- Refine interior design selections based upon initial Owner input.
- Present final interior design selections to the Owner for formal approval.
- Document final interior design color selections on the contract documents prior to bidding.
- Note: Built-in casework design is included for the building as part of Basic Services.

**§4.1.2.1.4 Architect's Coordination of Owner's Consultants:** Coordination of Owner's consultants as required to complete Architect's Instruments of Service. Anticipated to be Owner's civil engineer, landscape designer and geotechnical engineer.

**§4.1.2.1.5 Telecommunications/Data Systems Design:**

- Design includes interior building communications wiring, jack terminations, patch panels and associated MDF rack design and specifications.
- All other "Telecommunications and data equipment" will be provided by others. This includes but is not limited to: routers, servers, switches, UPS units, and phone systems and handsets and desktop/laptop computers.

**§4.1.2.1.6 Door Control : Security Systems Design:**

- Meet with the Owner to develop physical security objectives for Site Security, Access Control, and Surveillance and identify security measures to meet the identified objectives.
- Design and develop specifications for physical security systems including Door Access Control and Monitoring, Video Surveillance System and other security systems.
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structural cabling system and hardware to support associated security systems.

**§ 4.1.2.1.7 Commissioning:** Architect will retain Consultant for Commissioning services. Scope TBD.

**§ 4.1.2.1.8 Furniture, furnishings, and equipment design:** General layout of furniture for purposes of function and connection locations for the office area. Furniture bid package is not included. Owner agrees to purchase from a government purchasing contract and will identify which furniture vender will be assigned to coordinate purchase and design layout with Architect.

- Permanent garage equipment will be included as part of Basic Services and will be included in the bidding documents. This fixed equipment includes the following equipment:
  - Fixed lifts
  - Lubrication and fluid equipment
  - Wash bay equipment
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structured cabling system and hardware to support associated security systems.
- Design supplementary electrical, technology and structural services for visual/environmental display and other A/V systems

**§ 4.1.2.1.9 Fuel Station design:** Architect will retain Integrity Environmental Services, Inc. for the fueling station.

**§ 4.1.2.1.10 Site material storage bin design:** Architect provide design services for the site material storage bins.

**§ 4.1.2.1.11 Salt Dome design:** Architect will provide performance based specifications for salt dome structure.

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None.

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- 1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- 2 36 ( thirty-six ) visits to the site by the Architect during construction assuming a construction duration of 18 months.
- 3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 Two ( 2 ) inspections for any portion of the Work to determine final completion

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§ 4.2.5 If the services covered by this Agreement have not been completed within 24 ( twenty-four ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, including consequential damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, including consequential damages, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

~~§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

...

[ X ] Litigation in a court of competent jurisdiction  
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### **§ 8.3 Arbitration**

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

### **§ 8.3.4 Consolidation or Joinder**

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 8.4~~ The provisions of this Article 8 shall survive the termination of this Agreement.

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

...

None

...

None

PAGE 23

\$1,362,400.00 (One million three-hundred sixty-two thousand four hundred dollars) based on the Cost of Work noted (excluding the site improvements) as noted in §1.1.3.

Note: This Stipulated Sum includes a \$17,600.00 credit for limited Schematic Design Phase services previously completed under separate contract.

...

<u>§ 4.1.1.2 Programming:</u>	<u>Completed under separate contract.</u>
<u>§ 4.1.1.6 Site evaluation and planning:</u>	<u>Completed under separate contract.</u>
<u>§ 4.1.1.11 Architectural Interior Design</u>	<u>\$17,400.00**</u>
<u>§ 4.1.1.21 Architects coordination of the Owner's consultants</u>	<u>\$24,450.00**</u>
<u>§ 4.1.1.22 Telecommunications/data design</u>	<u>\$21,750.00**</u>
<u>§ 4.1.1.23 Security evaluation and planning:</u>	<u>\$14,790.00**</u>
<u>§ 4.1.1.24 Commissioning (TBD)</u>	<u>\$25,000.00 (Allowance)</u>
<u>§ 4.1.1.27 Furniture, furnishings, and equipment design</u>	<u>\$13,050.00**</u>
<u>§ 4.1.1.31 Fuel Station design (Integrity Environmental Services, Inc.)</u>	<u>\$25,730.00**</u>
<u>§ 4.1.1.32 Storage Bin Design</u>	<u>\$15,750.00**</u>
<u>§ 4.1.1.33 Salt Dome Design (delegated design)</u>	<u>\$9,750.00**</u>

\*\* Denotes will be billed in proportion to Basic Services Phases noted in § 11.5.

...

At Architect's hourly billing rates as set forth in § 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent ( 15 %), or as follows:

PAGE 24

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty-eight</u>	percent (	<u>28</u>	%)

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User Notes:

(1901492567)

Construction Documents Phase	<u>Thirty-six</u>	percent (	<u>36</u>	%)
<u>Procurement Phase</u>	<u>One</u>		<u>1</u>	%
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

...

<u>Kluber Architects + Engineers Staff</u>	<u>Hourly Rate</u>
<u>Principal.....</u>	<u>\$225.00</u>
<u>Project Manager.....</u>	<u>\$175.00</u>
<u>Project Mechanical Engineer III.....</u>	<u>\$165.00</u>
<u>Project Mechanical Engineer II.....</u>	<u>\$140.00</u>
<u>Project Mechanical Engineer I.....</u>	<u>\$115.00</u>
<u>Project Electrical Engineer III.....</u>	<u>\$165.00</u>
<u>Project Electrical Engineer II.....</u>	<u>\$140.00</u>
<u>Project Electrical Engineer I.....</u>	<u>\$115.00</u>
<u>Project Structural Engineer III.....</u>	<u>\$165.00</u>
<u>Project Structural Engineer II.....</u>	<u>\$140.00</u>
<u>Project Structural Engineer I.....</u>	<u>\$115.00</u>
<u>Project Technologist.....</u>	<u>\$165.00</u>
<u>Project Architect III.....</u>	<u>\$135.00</u>
<u>Project Architect II.....</u>	<u>\$115.00</u>
<u>Project Architect I.....</u>	<u>\$95.00</u>
<u>Interior Designer III.....</u>	<u>\$115.00</u>
<u>Interior Designer II.....</u>	<u>\$95.00</u>
<u>Interior Designer I.....</u>	<u>\$75.00</u>
<u>Construction Observer.....</u>	<u>\$95.00</u>
<u>Senior Project Coordinator.....</u>	<u>\$75.00</u>
<u>Project Coordinator.....</u>	<u>\$55.00</u>
<u>Mark-up for hourly Projects (indirect costs, OH &amp; P).....</u>	<u>20.0%</u>

PAGE 25

- ~~.1 — Transportation and authorized out of town travel and subsistence;~~
- ~~.2 — Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3 — Permitting and other fees required by authorities having jurisdiction over the Project;~~

...

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- ~~.9 — All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 — Site office expenses;~~
- ~~.11 — Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~
- ~~.12 — Other similar Project related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0.0 %) of the expenses incurred. Estimated to be \$4,500.00 (excludes Owner's consultants).

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. ~~Amounts unpaid (—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~  
~~(Insert rate of monthly or annual interest agreed upon.)~~

~~—%—invoice but in the event no later than as required by statute for governmental entities.~~

...

§ 12.1 Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Kluber, Inc.'s officers, directors, partners, employees, agents, and Kluber's Consultants, and any of them to Owner/Client and anyone claiming by, through, or under Owner/Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Subagreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kluber's officers, directors, partners, employees, agents, or Kluber's Consultants, or any of them shall not exceed the total amount of two times fee, excluding reimbursable expenses, up to the and not exceeding the insurance policy limits. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.

PAGE 26

John Purcell, Mayor

Michael T. Kluber, President

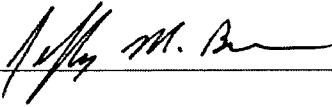


## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Jeffrey M. Bruns, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:22:40 ET on 01/12/2024 under Order No. 4104245145 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



(Title)

Project Manager

(Dated)

01/12/2024



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 2024-21 & EDC 2024-77

### Agenda Item Summary Memo

**Title:** Heartland Meadows West (Kendall Marketplace)

**Meeting and Date:** City Council – January 14, 2025

**Synopsis:** Proposed Planned Unit Development (PUD) Amendment, Preliminary and Final

PUD Plan for age-restricted residential and commercial development.

#### Council Action Previously Taken:

Date of Action: PZC – 11/13/24 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2024-21 & EDC 2024-77

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

#### Agenda Item Notes:

See attached memorandum.



# Memorandum

To: City Council  
From: Krysti J. Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Sara Mendez, Planner I  
Date: November 21, 2024  
Subject: **PZC 2024-21 Heartland Meadows West (Kendall Marketplace)**  
Proposed PUD Amendment and Preliminary & Final PUD Plan

---

## **REQUEST SUMMARY:**

Marker Inc., the petitioner, along with the property owner, the United City of Yorkville, seeks to amend the Kendall Marketplace Planned Unit Development (PUD) Agreement. They are requesting approval for a preliminary subdivision plat and a final PUD plan to develop Heartland Meadows West. This mixed-use project will feature twenty single-family residential lots for an active adult community, along with four commercial outlots. The proposed zoning designations are R-2 Single-Family Traditional Residential District for the residential lots and B-3 General Retail District for the commercial lots. The approximately 8.29-acre site, currently vacant, is located within the Kendall Marketplace development, north of Blackberry Shore Lane and between Northland Lane and Cannonball Trail.

## **COMMERCIAL PURCHASE & SALE AGREEMENT:**

After several years of the subject property siting fallow, the City of Yorkville and Heartland Meadows, LLC, entered into a “Commercial Purchase and Sales Agreement” on January 23, 2024 which established specific conditions for the development of the parcel for residential and commercial uses. However, the originally approved concept plan designates the land use for the subject parcel as “civic purposes”. While the existing Kendall Marketplace development has underlying zoning that permits the proposed single-family dwellings and allows for various commercial uses—such as retail, services, entertainment, dining, medical, and vehicle-related activities—the proposed residential and commercial uses for this parcel requires an amendment to the approved Planned Unit Development (PUD).

The agreement allows a Feasibility Period and Platting/Entitlement Period, with the deadline for petition submission set for July 23, 2024, and entitlements required by January 23, 2025.

The purchaser is also tasked with establishing a business owner’s association in conjunction with final plat approval to oversee cross-access easements and maintenance for the commercial parking lots in proportion to their area. Additionally, commercial parcels must align with the B-3 Zoning District standards or less intense B-1 or B-2 classifications.

Further, the agreement permits the purchaser to secure water and sanitary sewer connection fees at rates effective as of December 1, 2023, for five years following City Council’s final plat approval. Residential water connection fees are set at \$5,554, while sanitary sewer connection rates are \$2,000, with commercial rates varying by meter size and number of drain units. Covenants will apply to the residential lots, limiting them to a 55+ active adult community, with lot dimensions conforming to the minimum standards previously used in the Heartland Meadows subdivision. Finally, signage installation is permitted post-Feasibility Period, provided it complies with Unified Development Ordinance (UDO) standards.

## **PUD AMENDMENT/PRELIMINARY& FINAL PUD PLAN:**

Below is a summary of the requested deviations from the Unified Development Ordinance (UDO) and previously approved Kendall Marketplace PUD the petitioner is seeking in the PUD Amendment:

1. **Underlying Zoning:** Residential land use will have a R-2 Single-Family Traditional Residential District underlying zoning and the commercial land use will have a B-3 General Business underlying zoning.

2. **Rear Yard Setback Reduction:** Request to reduce the standard 40 feet setback to 20 feet due to a 16-inch City water main running parallel to the northern boundary.
3. **R-2 Bulk Regulations:**
  - a. Minimum lot area reduced from 12,000 sq. ft. to 5,000 sq. ft.
  - b. Minimum lot width reduced from 80 feet to 50 feet.
  - c. Front yard setback reduced from 30 feet to 20 feet.
  - d. Rear yard setback reduced from 40 feet to 20 feet.
  - e. Side yard setback reduced from 10 feet to 5 feet.
  - f. Corner yard setback reduced from 30 feet to 10 feet, except for Lot 2 which will have a 15-foot corner yard setback.
4. **B-3 Bulk Regulations:**
  - a. Minimum front yard setback reduced from 50 feet to 30 feet.
5. **Parking Requirements:**
  - a. Infrastructure for a minimum of three (3) electric vehicle charging stations must be installed.
  - b. Cross Access Easement for the commercial parcels shall be provided in the Final Plat of Subdivision.
  - c. A minimum of one (1) off-street loading space per commercial building shall be provided.
6. **Public Street Design:**
  - a. A requested deviation to omit a required center island in the primary cul-de-sac.
7. **Landscaping Requirements:**
  - a. Transition Zone “C” landscaping adjusted between residential and commercial areas.
  - b. Parkway tree requirements partially moved to private property, exceeding the usual 25% allowance.
8. **Cul-de-Sac Length:**
  - a. Primary cul-de-sac at 500 feet, slightly exceeding usual design constraints.
9. **Appearance Standards:**
  - a. Shall Adhere to the Article III of the original Kendall Marketplace Development Agreement (Ord. 2006-125) for single-family detached residential dwelling units and commercial design standards.
10. **Deed Restrictions:**
  - a. Residential dwelling units limited to age 55+ for 25 years under a homeowners' association (HOA) agreement.
11. **Development Fees:**
  - a. Draft Fee Schedule provided as Exhibit to PUD Agreement which secures water and sanitary sewer connection fees at rates effective as of December 1, 2023, for five years following City Council’s final plat approval.
  - b. Developer to provide written evidence to the City in the form of an executed resolution from the Yorkville Community School District #115 that the School Transition Fee shall be waived on all single-family residential units.

### **STAFF COMMENTS:**

These deviations aim to accommodate site-specific constraints and the project's focus on a mixed-use active adult community. The petitioner has submitted a revised Site Plan which addresses the staff comments, feedback from the Economic Development Committee, and the recommendations from the Planning and Zoning Commission.

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.

### **PUD AMENDMENT & PRELIMINARY/FINAL PUD PLAN REQUESTS:**

The Planning and Zoning Commission held a public hearing regarding the proposed Planned Unit Development (PUD) Amendment and Preliminary/Final PUD Plan for the subject property on November 13, 2024. The commission made the following actions on the motions below:

1. **Planned Unit Development (PUD) Amendment**

***In consideration of testimony presented during a Public Hearing on November 13, 2024 and standards for Planned Unit Development Approval, the Planning and Zoning Commission recommends approval to the City Council of a request for an amendment to the Kendall Marketplace Planned Unit Development Agreement to develop Heartland Meadows West, a mixed-use project featuring twenty (20) single-family residential lots for an active adult community and four (4) commercial outlots with underlying zoning designations of R-2 Single-Family Traditional Residential District and B-3 General Retail District for an approximately 8.3 acre parcel located on the north side of Blackberry Shore Lane, between Northland Lane and Cannonball Trail, subject to the conditions enumerated in a staff memorandum dated November 6, 2024.***

**Action Item:**

Millen-aye; Linnane-aye; Forristall-aye; Vinyard-aye; Williams-aye; Hyett-aye; Crouch-aye  
**7 ayes; 0 no**

2. **Preliminary & Final PUD Plans**

***The Planning and Zoning Commission recommends approval to the City Council of the Heartland Meadows West Preliminary Plat of Subdivision prepared by Dale Floyd Land Engineering and Heartland Meadows West Final PUD Plan prepared by Tebrugge Engineering and dated August 12, 2024 subject to review comments prepared by EEI, Inc. dated October 3, 2024, and further subject to the four (4) commercial lots having a minimum thirty (30) foot front yard setback and Residential Lot 2 having a fifteen (15) foot corner side yard setback.***

**Action Item:**

Millen-aye; Linnane-aye; Forristall-aye; Vinyard-aye; Williams-aye; Hyett-aye; Crouch-aye  
**7 ayes; 0 no**

**Attachments:**

1. Draft Kendall Marketplace PUD Amendment Ordinance
2. Draft Preliminary and Final PUD Plan Ordinance
3. Revised Heartland Meadows West Site Plan prepared by Marker, Inc.
4. Opposition E-mail from Mary Czapar dated 11-11-24
5. PZC Memo dated November 6, 2024
6. Copy of Petitioner's Application
7. Preliminary Plat of Subdivision of Heartland Meadows West (2 sheets) prepared by Dale Floyd Land Surveying
8. Final Plan (1 sheet) dated August 12, 2024 and prepared by Tebrugge Engineering
9. Civil Site Plan (1 sheet) dated August 12, 2024 and prepared by Tebrugge Engineering
10. Landscape Plan (1 sheet) dated August 12, 2024 and prepared by Tebrugge Engineering
11. Draft Operation and Commercial Center Easement Agreement for Heartland Meadows West PUD
12. Plan Council Packet Materials 10-10-24
13. EEI Review Letter to the City dated October 3, 2024
14. Kendall Marketplace Development Agreement (Ord. 2006-125)
15. Commercial Purchase and Sale Agreement dated January 23, 2024
16. Public Hearing Notice

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

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING AN AMENDMENT TO A PLANNED UNIT DEVELOPMENT FOR KENDALL MARKETPLACE**

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

**WHEREAS**, the Mayor and City Council approved by Ordinance Number 2006-125 dated October 26, 2006, AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR KENDALL MARKETPLACE, establishing an amendment to the Kendall Marketplace planned unit development which was recorded in the office of the Kendall County Recorder as document 200700002839 on January 24, 2007; and

**WHEREAS**, the Mayor and City Council approved by Ordinance Number 2018-30 dated May 16, 2018, AN ORDINANCE APPROVING AMENDED CONDITIONS THE FOR KENDALL MARKETPLACE PLANNED UNIT DEVELOPMENT, establishing single-family detached residential unit design standards to the Kendall Marketplace planned unit development which was recorded in the office of the Kendall County Recorder as document 201800007714 on June 7, 2018; and

**WHEREAS**, Marker, Inc. (the “*Petitioner*”) desires to develop an approximately 8.29-acre site that is located within the Kendall Marketplace Planned Unit Development, north of Blackberry Shore Lane and between Northland Lane and Cannonball Trail (the “*Parcel*”) with an active adult community and commercial developments; and

**WHEREAS**, the Petitioner has filed an application to amend the Planned Unit Development for Kendall Marketplace (the “*Amended PUD*”), seeking to change the permitted land uses on the Parcel from civic purposes to residential and commercial uses, along with requesting certain variances from the City’s Unified Development Ordinances (the “*UDO*”); and

**WHEREAS**, a legal notice of publication regarding a public hearing before the Planning and Zoning Commission (the “*PZC*”) on the proposed Amended PUD was duly published in a newspaper of general circulation in the City, not more than thirty (30) nor less than fifteen (15) days prior to the public hearing; and

**WHEREAS**, the PZC convened and held a public hearing on November 13, 2024, for the consideration of the Amended PUD; and

**WHEREAS**, the PZC reviewed the standards set forth in Sections 10-8-5D and 10-8-8E of the UDO; and

**WHEREAS**, upon conclusion of said public hearing, the PZC made findings of fact and a recommendation to the Mayor and City Council (“Corporate Authorities”) to approve the Amended PUD; and

**WHEREAS**, the Corporate Authorities have reviewed the findings and recommendation of the PZC and therefore agree to amend the Planned Unit Development for Kendall Marketplace (the “*Amended PUD*”) to accommodate the Petitioner’s request, said Amended PUD being substantially in the form attached hereto.

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

**Section 1.** The above recitals are incorporated herein and made a part of this Ordinance.

**Section 2.** The Amended PUD is hereby approved substantially in the form attached hereto as “Exhibit A”, subject to certain conditions set forth in Section 4 of this Ordinance.

**Section 4.** The Parcel shall be constructed, operated, and maintained pursuant to the Amended PUD and in accordance with the following conditions:

- a. The four (4) lots on the Parcel that are designated for commercial use shall be subject to a thirty (30) foot front yard setback.
- b. The minimum bulk regulations for R-2 zoned residential lots shall be re:
  - Minimum Lot Area shall be 5,000 square feet
  - Minimum Lot Width shall be 50 feet
  - Minimum Front Yard setback shall be 20 feet
  - Minimum Rear Yard setback shall be 20 feet
  - Minimum Interior Side Yard setback shall be 5 feet
  - Minimum Corner Side Yard setback shall be 10 feet
- c. Residential Lot 2, located along the western boundary of the Parcel, shall be subject to a fifteen (15) foot corner side yard building setback.
- d. The Petitioner shall install infrastructure to accommodate a minimum of three (3) electric vehicle charging stations for the lots that are designated for commercial use.
- e. A minimum of one (1) off-street loading space per commercial building shall be provided.
- f. The Petitioner is allowed to omit the required center island in the primary cul-de-sac and such cul-de-sac shall not exceed 500 feet in length.
- g. The Petitioner must include cross-access easements for the four (4) lots that are designated for commercial use in the Final Plat of Subdivision.
- h. The Petitioner shall provide a Type C Transition Yard, per Section 10-5-3, Table 10-5-3(F)(3) of the UDO, at the rear of the double-frontage commercial lots along the primary cul-de-sac between the commercial and residential land uses.
- i. Section 10-7-3-B-4-c of the UDO requires a canopy tree be planted for every forty (40) linear feet of parkway. Per 10-7-3-B-4-c-1, up to 25% of these canopy trees are



- permitted to be planted on private property, subject to certain conditions. The Petitioner shall disclose the percentage of canopy trees to be planted on private property. Should this percentage exceed 25%, a deviation in the PUD shall be required.
- j. Per the Commercial Purchase & Sale Agreement, the development shall be constructed and operated as an age-targeted community with occupancy of the housing units restricted to at least one (1) principal resident who is fifty-five (55) years of age or greater, which age restriction shall not be modified for a period of twenty-five (25) years from approval of the Final Plat for the Planned Use Development plan for the Parcel.
- k. Per Article III of the Development Agreement (Ord. 2006-125) for Kendall Marketplace, there are special provisions for design standards. In addition to the City's Appearance Code, for Single-Family Detached Residential Units the Petitioner must incorporate:
- Masonry products on the front façade of 75% of the total units.
  - A minimum of 75% of the front façade of each building shall have masonry products. A 10% reduction will be given for each major architectural feature on the front façade.
  - A minimum of 50% of each building elevations shall incorporate premium siding material.
  - Primary structures shall be constructed upon either a basement or foundation – slab construction shall not be used.
- l. The Petitioner shall adhere to the below Commercial Design Standards per the original Kendall Marketplace Development Agreement as follows:
- The Petitioner shall adhere to all guidelines within the Appearance Code section for Non-residential building design for unbuilt sites for commercial, office and institutional uses, per section 10-5-8 of the Unified Development Ordinance.
  - 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 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. The use of masonry products or precast concrete is encouraged on the remaining facades.
  - All commercial, office and institutional buildings shall consist of solid and durable facade materials and be compatible with the character and scale of the surrounding area.
  - Masonry products shall not be painted.
- m. The Petitioner shall provide written evidence to the City in the form of an executed resolution from the Yorkville Community School District #115 that the School Transition Fee shall be waived on all single-family residences.
- n. The Petitioner shall adhere to the fees listed in the fee schedule attached hereto as "Exhibit B."

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

*[Remainder of page intentionally left blank. Roll call vote follows.]*

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

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

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

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

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

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

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

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

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

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

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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

EXHIBIT A

Revised Heartland Meadows West Site Plan

Scale:  $1'' = 30'-0''$

# V1.8b

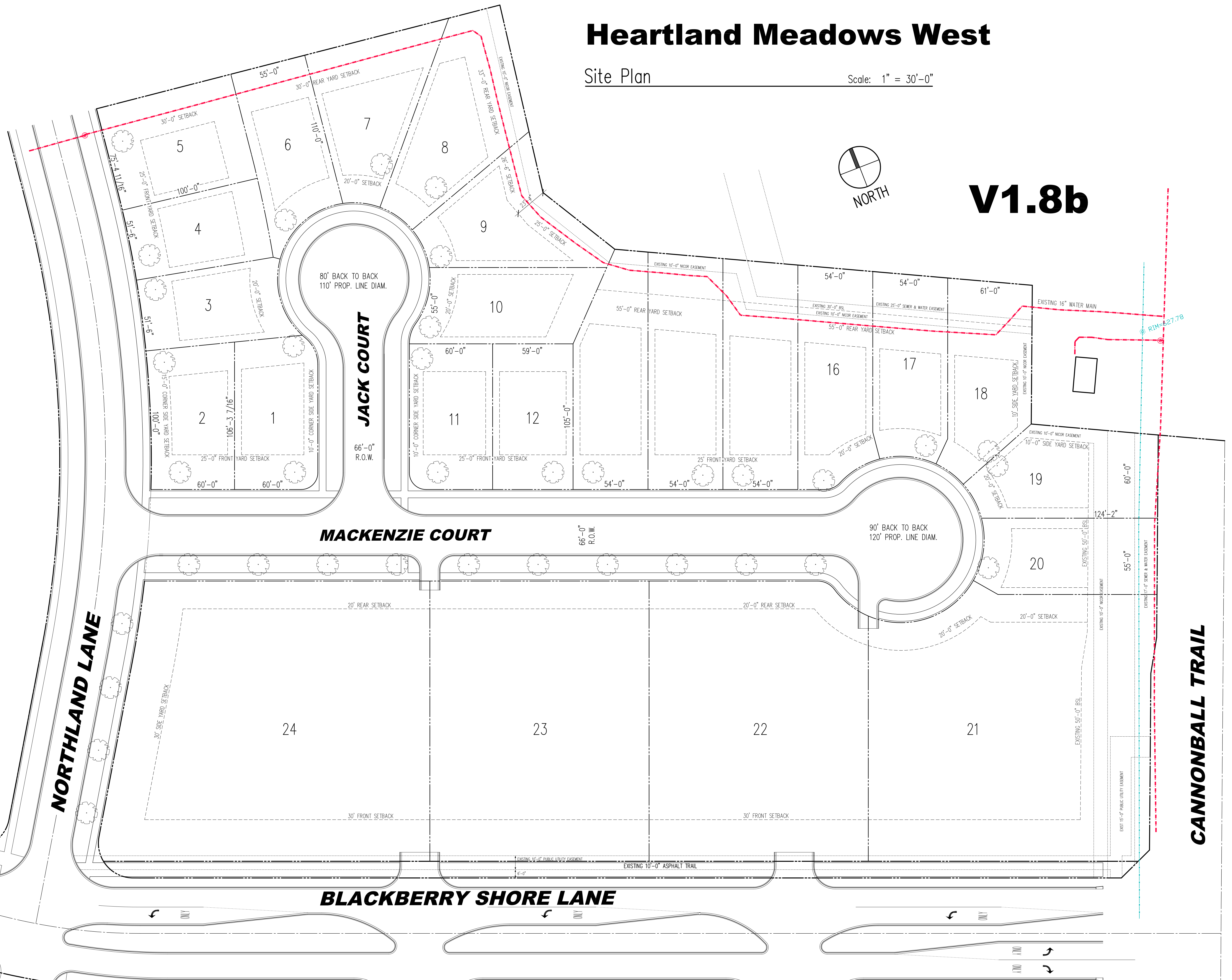


EXHIBIT B

Heartland Meadows West Fee Schedule

# Heartland Meadows West

## FEES PER UNIT

**FIVE (5) YEAR FEE LOCK EXPIRATION**

A paid receipt from the School District Office, 602-A Center Parkway  
Yorkville, must be presented to the City prior to issuance of permit

(see note "a" below)

\$0

Separate Yorkville-Bristol Sanitary District fee - made payable to Y.B.S.D.

\$1,400

### United City of Yorkville Fees

1. Building Permit				
Cost \$650 plus \$0.20 per square foot (SF)				\$650 + \$0.20(SF)
2. Water Connection Fees		SF		\$5,554
	(see note "b" below)			
3. Water Meter Cost		Detached Units		\$550
4. City Sewer Connection Fees		(see note "b" below)		\$2,000
5. Water and Sewer Inspection Fee				\$25
6. Public Walks/Driveway Inspection Fee				\$35
7. Development Fees				
Public Works			\$700	
Police			\$300	
Building			\$1,759	
Library			\$500	
Parks & Recreation			\$50	
Engineering			\$100	
Bristol-Kendall Fire			<u>\$1,200</u>	
	Development Fees Total		\$4,609	
8. Land Cash Fees		Apartment	Townhome	Duplex
Park		N / A	N / A	N / A
School		<u>N / A</u>	<u>N / A</u>	<u>N / A</u>
	<b>Land-Cash Fees Total</b>	\$0.00	\$0.00	\$0.00
				<b>Single Family</b>
				\$3,000.00
				<u>\$4,780.48</u>
				<b>\$7,780.48</b>
9. Road Contribution				\$2,000

#### Notes:

a. Fee is reduced to \$0 per Resolution from Yorkville School District #115

b. Fee is locked at December 1, 2023 rate for 5 years per Commercial Purchase and Sale Agreement

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING A PRELIMINARY PLAN OF SUBDIVISION AND FINAL PLANNED UNIT DEVELOPMENT PLAN FOR THE PROPERTY LOCATED NORTH OF BLACKBERRY SHORE LANE AND BETWEEN NORTHLAND LANE AND CANNONBALL TRAIL (Heartland Meadows West)**

**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**, Marker, Inc., an Illinois corporation (the "Applicant") is the contract purchaser from the United City of Yorkville (the “Owner”) of certain property located north of Blackberry Shore Lane and between Northland Lane and Cannonball Trail, Yorkville, Illinois (the "Subject Property") legally described on the preliminary plat of subdivision attached hereto and made a part hereof by reference as Exhibit A, and are seeking subdivision of the Subject Property into 20 residential and 4 commercial lots (collectively the "Project"); and

**WHEREAS**, after publication of notice and notice to property owners within five hundred (500) feet of the Subject Property, the Planning and Zoning Commission (the “PZC”) convened and held a public hearing on November 13, 2024, to consider subdivision of the Subject Property; and

**WHEREAS**, the PZC reviewed the standards set forth in Sections 10-8-5D and 10-8-8E of the Yorkville Unified Development Ordinance and made a recommendation to the Mayor and City Council (the “Corporate Authorities”) for approval of the subdivision by its Preliminary Plat of Subdivision and final Planned Unit Development plan; and

**WHEREAS**, in response to conditions placed on the Project by the PZC, the Applicant submitted a revised site plan on November 20, 2024, attached hereto as “*Exhibit B*”.

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

**Section 1.** The above recitals are incorporated herein and made a part of this Ordinance.

**Section 2.** The Corporate Authorities hereby approve:

- a. The preliminary plan of subdivision entitled *Heartland Meadows West Preliminary Plat of Subdivision*, prepared by Dale Floyd Land Engineering and attached hereto and made a part hereof by reference as “*Exhibit A*” for the subdivision of the Subject Property, legally described on Exhibit A with Property Index Number 02-20-351-006; and



- b. The *Heartland Meadows West Final PUD Plan* prepared by Tebrugge Engineering, dated August 12, 2024 and attached hereto and made a part hereof by reference as “*Exhibit C*”;
- c. The *Heartland Meadows West Landscape Plan* prepared by Tebrugge Engineering and attached hereto and made a part hereof by reference as “*Exhibit D*”;

said approval subject to final review comments prepared by EEI, Inc., dated October 3, 2024 and attached hereto as “*Exhibit E*”.

**Section 3.** The approval of the preliminary plan of subdivision and final Planned Unit Development plan shall be subject to the following conditions:

- a. The four (4) lots on the Parcel that are designated for commercial use shall be subject to a thirty (30) foot front yard setback.
- b. The minimum bulk regulations for R-2 zoned residential lots shall be re:
  - Minimum Lot Area shall be 5,000 square feet
  - Minimum Lot Width shall be 50 feet
  - Minimum Front Yard setback shall be 20 feet
  - Minimum Rear Yard setback shall be 20 feet
  - Minimum Interior Side Yard setback shall be 5 feet
  - Minimum Corner Side Yard setback shall be 10 feet
- c. Residential Lot 2, located along the western boundary of the Parcel, shall be subject to a fifteen (15) foot corner side yard building setback.
- d. The Petitioner shall install infrastructure to accommodate a minimum of three (3) electric vehicle charging stations for the lots that are designated for commercial use.
- e. A minimum of one (1) off-street loading space per commercial building shall be provided.
- f. The Petitioner is allowed to omit the required center island in the primary cul-de-sac and such cul-de-sac shall not exceed 500 feet in length.
- g. The Petitioner must include cross-access easements for the four (4) lots that are designated for commercial use in the Final Plat of Subdivision.
- h. The Petitioner shall provide a Type C Transition Yard, per Section 10-5-3, Table 10-5-3(F)(3) of the UDO, at the rear of the double-frontage commercial lots along the primary cul-de-sac between the commercial and residential land uses.
- i. Section 10-7-3-B-4-c of the UDO requires a canopy tree be planted for every forty (40) linear feet of parkway. Per 10-7-3-B-4-c-1, up to 25% of these canopy trees are permitted to be planted on private property, subject to certain conditions. The Petitioner shall disclose the percentage of canopy trees to be planted on private property. Should this percentage exceed 25%, a deviation in the PUD shall be required.
- j. Per the Commercial Purchase & Sale Agreement, the development shall be constructed and operated as an age-targeted community with occupancy of the housing units

- restricted to at least one (1) principal resident who is fifty-five (55) years of age or greater, which age restriction shall not be modified for a period of twenty-five (25) years from approval of the Final Plat for the Planned Use Development plan for the Parcel.
- k. Per Article III of the Development Agreement (Ord. 2006-125) for Kendall Marketplace, there are special provisions for design standards. In addition to the City's Appearance Code, for Single-Family Detached Residential Units the Petitioner must incorporate:
- Masonry products on the front façade of 75% of the total units.
  - A minimum of 75% of the front façade of each building shall have masonry products. A 10% reduction will be given for each major architectural feature on the front façade.
  - A minimum of 50% of each building elevations shall incorporate premium siding material.
  - Primary structures shall be constructed upon either a basement or foundation – slab construction shall not be used.
- l. The Petitioner shall adhere to the below Commercial Design Standards per the original Kendall Marketplace Development Agreement as follows:
- The Petitioner shall adhere to all guidelines within the Appearance Code section for Non-residential building design for unbuilt sites for commercial, office and institutional uses, per section 10-5-8 of the Unified Development Ordinance.
  - 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 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. The use of masonry products or precast concrete is encouraged on the remaining facades.
  - All commercial, office and institutional buildings shall consist of solid and durable facade materials and be compatible with the character and scale of the surrounding area.
  - Masonry products shall not be painted.
- m. The Petitioner shall provide written evidence to the City in the form of an executed resolution from the Yorkville Community School District #115 that the School Transition Fee shall be waived on all single-family residences.
- n. The Petitioner shall adhere to the fees listed in the fee schedule attached hereto as "Exhibit F."

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

*[Remainder of page intentionally left blank. Roll call vote follows.]*

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

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

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

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

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

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

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

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

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

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

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

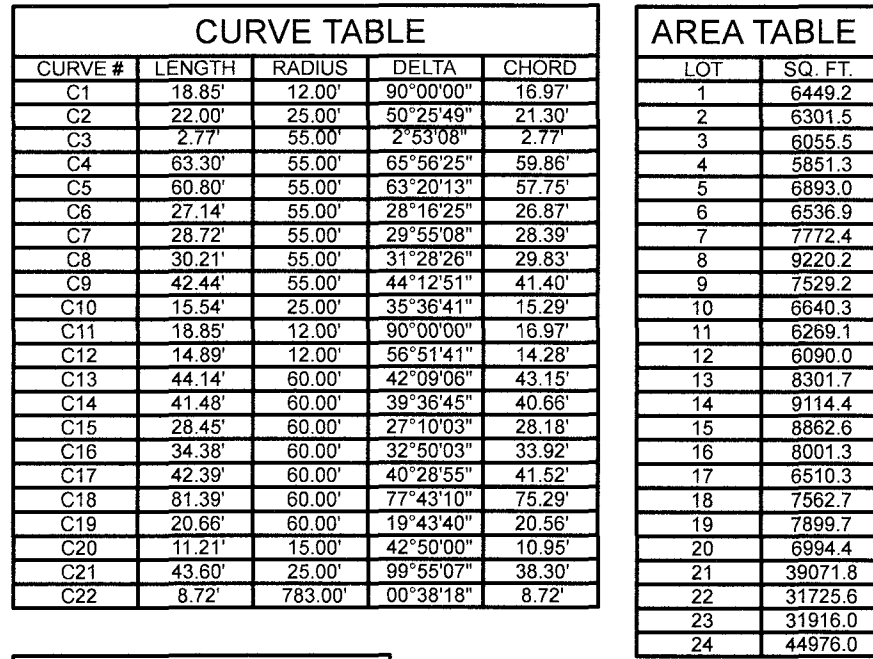
*Attest:*

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

EXHIBIT A

Heartland Meadows West Preliminary Plat of Subdivision

LOT 22 IN KENDALL MARKETPLACE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 19, THE SOUTH HALF OF SECTION 20, AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS



SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, THOMAS J. SIECK, JR., ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-039098, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:

LOT 22 IN KENDALL MARKETPLACE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 19, THE SOUTH HALF OF SECTION 20, AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED IN ACCORDANCE WITH THE PLAT ACT AND THE ILLINOIS ADMINISTRATIVE CODE, SECTION 1270.56 MINIMUM STANDARDS OF PRACTICE. 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, DATED, JULY 9, 2024  
ALL OF THE PROPERTY IS LOCATED IN ZONE X, AREAS OF MINIMAL FLOODING.

I FURTHER CERTIFY THAT ALL SUBDIVISION MONUMENTS WILL BE SET, AND I HAVE DESCRIBED THEM ON THIS FINAL PLAT AS REQUIRED BY THE PLAT ACT (765 ILCS 205/6). THE EXTERIOR SUBDIVISION MONUMENTS HAVE BEEN SET AND INTERIOR MONUMENTS WILL BE SET WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT (SECTION 1270-56 OF THE ILLINOIS PROFESSIONAL LAND SURVEYOR ACT OF 1989).

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE, ILLINOIS, WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND SEAL AT \_\_\_\_\_, ILLINOIS, THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 35-003908  
License Expires 11-30-2024.





PRELIMINARY PLAT OF SUBDIVISION OF  
HEARTLAND MEADOWS WEST

OWNERSHIP CERTIFICATE  
(corporation)

STATE OF ILLINOIS) ) ss  
COUNTY OF GENEVA)

THIS IS TO CERTIFY THAT \_\_\_\_\_ AN ILLINOIS CORPORATION, IS THE FEE 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 INDICATED ON THIS PLAT AS 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 \_\_\_\_ town , \_\_\_\_state , THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_Corporation Name\_\_\_\_  
\_\_\_\_complete address\_\_\_\_

SIGN SIGN

TITLE TITLE

PRINTED NAME PRINTED NAME

NOTARY CERTIFICATE  
(Corporation)

STATE OF ILLINOIS) ) ss  
COUNTY OF GENEVA)

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ AND \_\_\_\_\_, PERSONALLY KNOWN TO ME TO BE THE

PRESIDENT AND SECRETARY OF \_\_\_\_\_Corporation AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
NOTARY PUBLIC

COUNTY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS) )ss  
COUNTY OF KENDALL)

ACCEPTED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
KENDALL COUNTY ENGINEER

IDOT CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO PARAGRAPH 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS", AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

\_\_\_\_\_  
DISTRICT ENGINEER

CITY PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS) )ss  
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE PLANNING AND ZONING COMMISSION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
CHAIRMAN

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS) )ss  
COUNTY OF KENDALL)

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

DATED AT YORKVILLE, ILLINOIS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
CITY ENGINEER

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS) )ss  
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE

UNITED CITY OF YORKVILLE, ILLINOIS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
MAYOR

CITY ADMINISTRATOR'S CERTIFICATE

STATE OF ILLINOIS) )ss  
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE

UNITED CITY OF YORKVILLE, ILLINOIS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS) )ss  
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE

UNITED CITY OF YORKVILLE, ILLINOIS, BY ORDINANCE No. \_\_\_\_\_

AT A MEETING HELD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024

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

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS) )ss  
COUNTY OF KENDALL)

I, \_\_\_\_\_, 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 REDEEMABLE 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 \_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
COUNTY CLERK

RECORDER'S CERTIFICATE

STATE OF ILLINOIS) )ss  
COUNTY OF KENDALL)

THIS INSTRUMENT NO. \_\_\_\_\_ WAS FILED FOR RECORD

IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON THIS \_\_\_\_

DAY OF \_\_\_\_\_, 2024, AT \_\_\_\_\_ O'CLOCK \_\_\_\_M.

\_\_\_\_\_  
KENDALL COUNTY RECORDER

CITY UTILITY EASEMENTS

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "CITY UTILITY EASEMENT OR C.U.E." TOGETHER WITH A RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES. SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER MAIN, SANITARY SEWER OR STORM DRAINAGE SYSTEMS OF THE UNITED CITY OF YORKVILLE, EXCEPT THAT THE EASEMENTS MAY BE GRADED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

STORM WATER MANAGEMENT EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE AND TO ITS SUCCESSORS AND ASSIGNS, OVER ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT" (abbreviated S.M.E.) ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE STORM SEWERS AND THE STORMWATER MANAGEMENT AREA, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, SANITARY SEWERS, WATER MAINS, ELECTRIC AND COMMUNICATION CABLES, CONNECTIONS, DITCHES, SWALES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT. NO CHANGE TO THE TOPOGRAPHY OR STORMWATER MANAGEMENT STRUCTURES WITHIN THE EASEMENT AREA SHALL BE MADE WITHOUT EXPRESS WRITTEN CONSENT OF THE CITY ENGINEER, BUT SAME MAY BE USED FOR PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

THE OWNER OF THE PROPERTY SHALL REMAIN RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER MANAGEMENT AREA AND APPURTENANCES. THE UNITED CITY OF YORKVILLE WILL PERFORM ONLY EMERGENCY PROCEDURES AS DEEMED NECESSARY BY THE CITY ENGINEER OF THE UNITED CITY OF YORKVILLE.

PEDESTRIAN AND BIKE TRAIL EASEMENT PROVISIONS

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS OVER ALL AREAS ON THE PLAT MARKED "PEDESTRIAN EASEMENT", "BIKE TRAIL EASEMENT", "PEDESTRIAN AND BIKE TRAIL EASEMENT", "LANDSCAPE BUFFER EASEMENT" OR "STORMWATER MANAGEMENT EASEMENT", TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE PEDESTRIAN AND BICYCLE TRAILS, PAVED OR UNPAVED, FOR THE USE AND ENJOYMENT OF THE GENERAL PUBLIC. THE ABOVE NAMED ENTITIES SHALL BE PERPETUALLY RESPONSIBLE FOR THE PROPER MAINTENANCE OF THE PEDESTRIAN AND BICYCLE TRAILS AND ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE EASEMENT AREAS HEREIN GRANTED WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, INSPECTION, MAINTENANCE AND OPERATION THEREOF. NO TEMPORARY OR PERMANENT BUILDINGS, STRUCTURES OR OBSTRUCTIONS SHALL BE PLACED ON OR OVER SAID EASEMENTS THAT INTERFERE WITH THE RIGHTS HEREIN GRANTED.

LANDSCAPE BUFFER EASEMENT PROVISIONS

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS OVER ALL AREAS ON THE PLAT MARKED "LANDSCAPE BUFFER EASEMENT" TO INSTALL, PLANT, MAINTAIN, INSPECT, REMOVE AND REPLACE TREES, SHRUBS, BUSHES, GRASS, PLANTS, GROUNDCOVERS AND OTHER FORMS OF VEGETATION AND LANDSCAPING FEATURES. NO TEMPORARY OR PERMANENT BUILDINGS, STRUCTURES OR OBSTRUCTIONS SHALL BE PLACED ON OR OVER SAID EASEMENTS NOR SHALL ANY SUCH VEGETATION BE REMOVED, (EXCEPT TO REPLACE DEAD OR DISEASED VEGETATION WITH LIKE VEGETATION), WITHOUT THE WRITTEN AUTHORITY OF THE UNITED CITY OF YORKVILLE.

THE OWNER OF THE PROPERTY SHALL BE PERPETUALLY RESPONSIBLE FOR THE PROPER MAINTENANCE OF THE LANDSCAPE BUFFER EASEMENT AREAS AND APPURTENANCES.

FUTURE RIGHT OF WAY EASEMENT PROVISIONS

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS OVER ALL AREAS ON THE PLAT MARKED "EASEMENT FOR FUTURE RIGHT OF WAY". THE DEVELOPMENT RIGHTS TO SAID EASEMENT AREA SHALL BE HELD BY THE UNITED CITY OF YORKVILLE FOR THE EXPRESS PURPOSE OF FUTURE CONVEYANCE, BY THE THEN OWNER OF SAID EASEMENT AREA OR PORTION THEREOF, TO THE STATE OF ILLINOIS FOR USE IN CONSTRUCTING ROADWAYS, SIDEWALKS, UTILITIES, LIGHTING, LANDSCAPING AND OTHER PUPOSES GENERALLY APPURTENANT TO HIGHWAYS. SAID EASEMENT AREAS MAY BE USED AS A LANDSCAPE BUFFER UNTIL SUCH TIME AS THE STATE OF ILLINOIS ACCEPTS SAID CONVEYANCE, AT WHICH TIME THE "LANDSCAPE BUFFER EASEMENT" AND ALL RIGHTS PREVIOUSLY GRANTED THERewith SHALL BE TERMINATED. NO TEMPORARY OR PERMANENT BUILDINGS, STRUCTURES OR OBSTRUCTIONS SHALL BE PLACED ON OR OVER SAID EASEMENTS, EXCEPT THOSE ALLOWED IN LANDSCAPE BUFFERS.

EASEMENT PROVISIONS

A NON-EXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY, AMERITECH ILLINOIS a.k.a. ILLINOIS BELL TELEPHONE COMPANY, GRANTEES.

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (or similar designation) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (or similar designation), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS" AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS, SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (or similar designation) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (or similar designation), WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2, AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF THE REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH MAY BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING", AND "COMMON AREA". THE TERMS "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

UNITED CITY OF YORKVILLE  
EASEMENT PROVISIONS

PUBLIC UTILITY AND DRAINAGE EASEMENT

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO SBC AMERITECH, NICOR, COM, JONES INTERCABLE, AND OTHER PUBLIC UTILITIES, AND HOLDERS OF EXISTING FRANCHISES GRANTED BY THE CITY OF YORKVILLE, ILLINOIS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT" (P.U. & D.E.) TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES UNDER THE SURFACE OF THE "PUBLIC UTILITY & DRAINAGE EASEMENT", INCLUDING WITHOUT LIMITATION TO TELEPHONE CABLE, GAS MAINS, ELECTRIC LINES, CABLE TELEVISION LINES, AND ALL NECESSARY FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON.

A NON-EXCLUSIVE EASEMENT IS ALSO HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE, ILLINOIS TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE AND INSPECT FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, STORM SEWERS, SANITARY SEWERS AND ELECTRICITY, WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT", TOGETHER WITH A RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES.

THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THEIR UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO. NO PERMANENT BUILDINGS, STRUCTURES, OR OBSTRUCTIONS SHALL BE CONSTRUCTED IN, UPON, OR OVER ANY AREAS DESIGNATED AS "PUBLIC UTILITY & DRAINAGE EASEMENT", BUT SUCH AREAS MAY BE USED FOR GARDENS, SHRUBS, TREES, LANDSCAPING, DRIVEWAYS, AND OTHER RELATED PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE USES HEREIN DESCRIBED.

THE OCCUPATION AND USE OF THE NON-EXCLUSIVE EASEMENT HEREIN GRANTED AND RESERVED FOR THE ABOVE NAMED ENTITIES BY EACH OF SUCH ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH OR PRECLUDE THE OCCUPATION AND USE THEREOF BY OTHER ENTITIES FOR WHICH SUCH EASEMENTS ARE GRANTED AND RESERVED. THE CROSSING AND RECROSSING OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH, DAMAGE, OR DISTURB ANY TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO EXISTING WITHIN THE EASEMENTS BEING CROSSED OR RECROSSED. NO USE OR OCCUPATION OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL CAUSE ANY CHANGE IN GRADE OR IMPAIR OR CHANGE THE SURFACE DRAINAGE PATTERNS.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

EXHIBIT B

Revised Heartland Meadows West Site Plan



Scale:  $1'' = 30'-0''$

# V1.8b

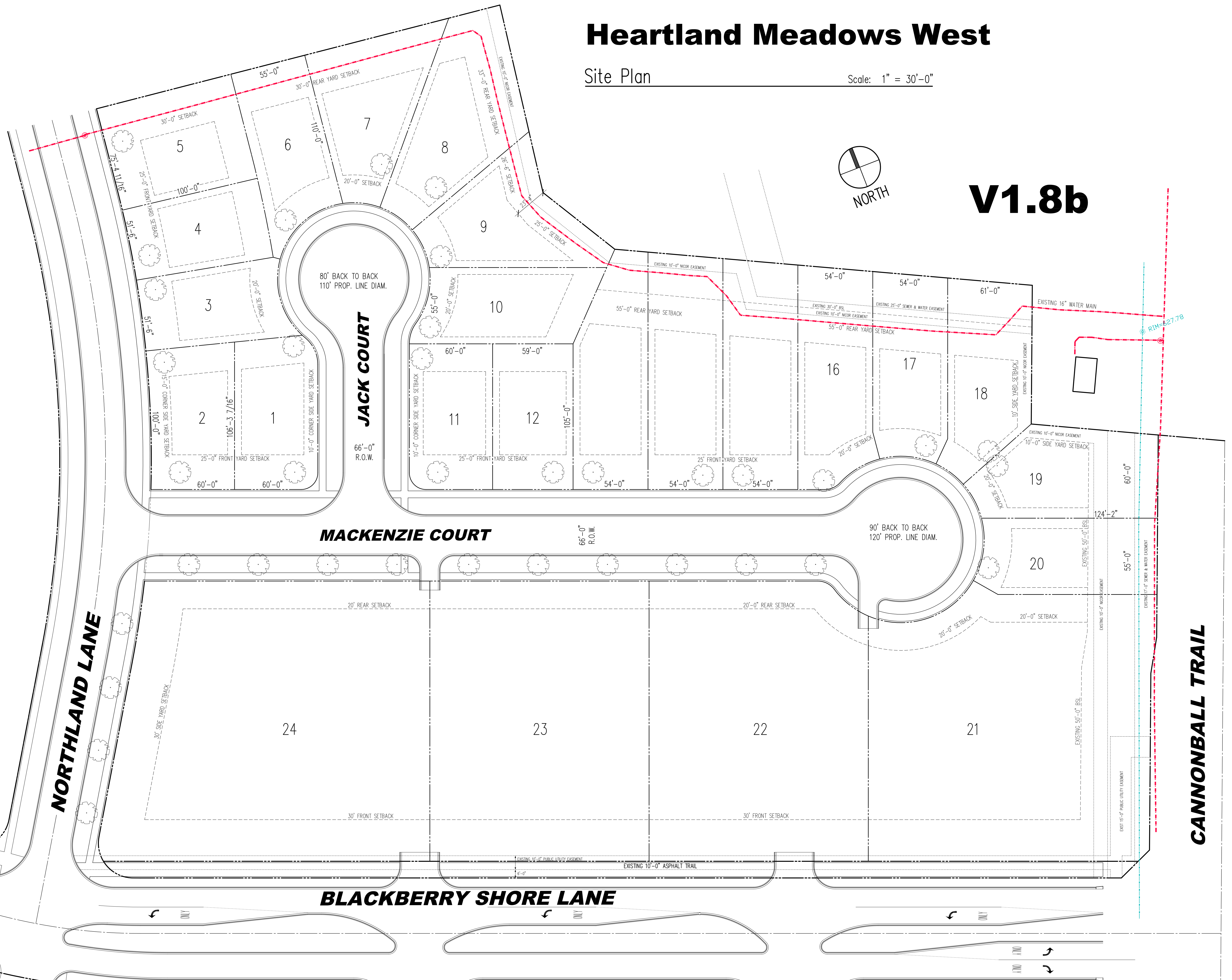
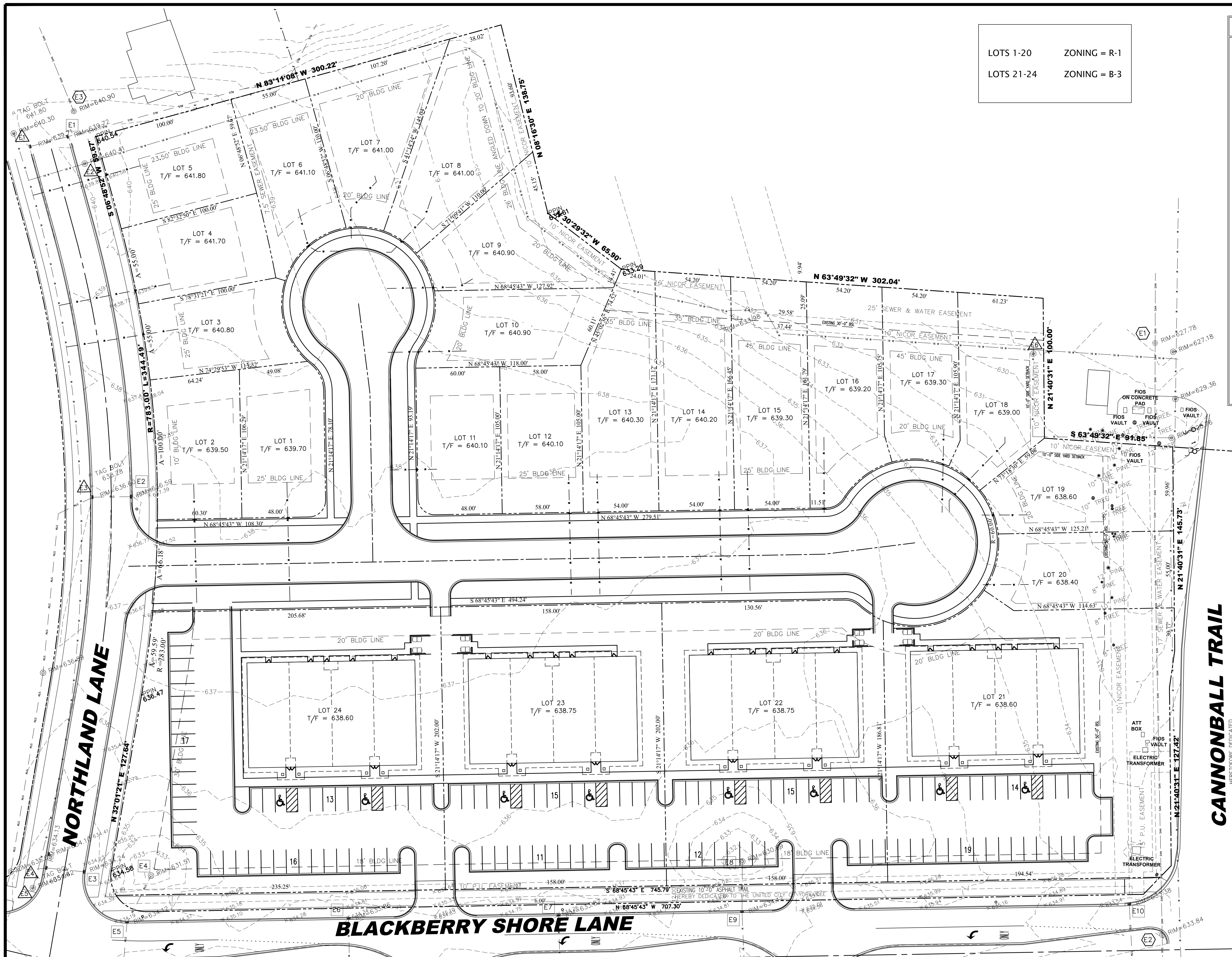


EXHIBIT C

Heartland Meadows West Final PUD Plan





LOTS 1-20 ZONING = R-1  
LOTS 21-24 ZONING = B-3

**LEGEND**

PROPERTY BOUNDARY  
EXISTING CONTOUR LINE  
EXISTING STORM SEWER  
EXISTING SANITARY SEWER LINE  
EXISTING WATERMAIN  
EXISTING UNDERGROUND ELECTRIC  
EXISTING OVERHEAD ELECTRIC  
EXISTING GAS SERVICE  
EXISTING TELEPHONE  
PROPOSED CONTOUR LINE  
PROPOSED WATERMAIN  
PROPOSED STORM SEWER  
PROPOSED SANITARY SEWER LINE  
PROPOSED GREASE SERVICE LINE  
PROPOSED VENT LINE  
EXISTING FENCELINE  
PROPOSED SILT FENCE  
EXISTING SPOT SHOT  
PROPOSED SPOT GRADE

WATER: EXIST PROP B-BOX HYDRANT VALVE VALVE VAULT INLET-CURB INLET OR MANHOLE FLARED END SECTION

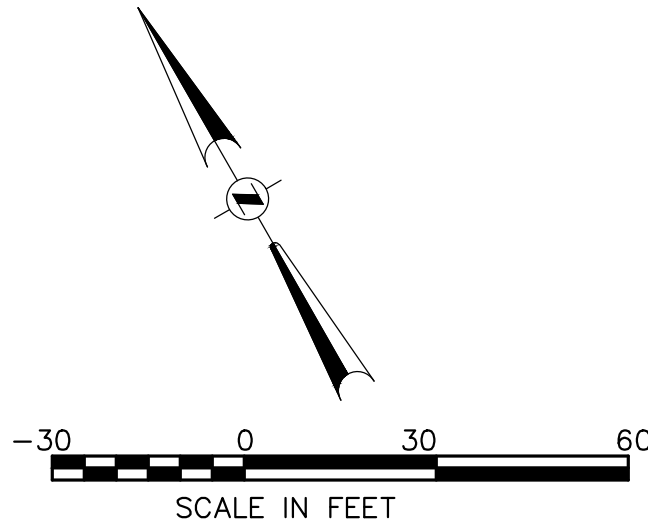
STORM: CLEANOUT MANHOLE

SANITARY: GRAVEL ASPHALT CONCRETE

PAVEMENT: R.O.W. MONUMENT PROPERTY PIN P.K. NAIL CHISELED MARK BENCHMARK HUB & TACK SOIL BORING OVERLAND RELIEF FLOW DIRECTION

UTILITY POLE GUY WIRE LOC. UTIL. CABLE UTIL. PEDESTAL LIGHT POLE TRAFFIC SIGNAL ELECTRIC VAULT GAS VALVE

AREA TABLE	
LOT	SQ. FT.
1	6449.2
2	6301.5
3	6055.5
4	5851.3
5	6893.0
6	6536.9
7	7772.4
8	9220.2
9	7529.2
10	6640.3
11	6269.1
12	6090.0
13	8301.7
14	9114.4
15	8862.6
16	8001.3
17	6510.3
18	7562.7
19	7899.7
20	6994.4
21	39071.8
22	31725.6
23	31916.0
24	44976.0



TEBRUGGE ENGINEERING  
400 E. CHURCH STREET - SUITE A • SANDWICH, IL 60488  
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS


PREPARED FOR:  
**MARKER, INC.**  
608 E VETERANS PK WY, YORKVILLE, IL

HEARTLAND MEADOWS WEST  
**FINAL PLAN**

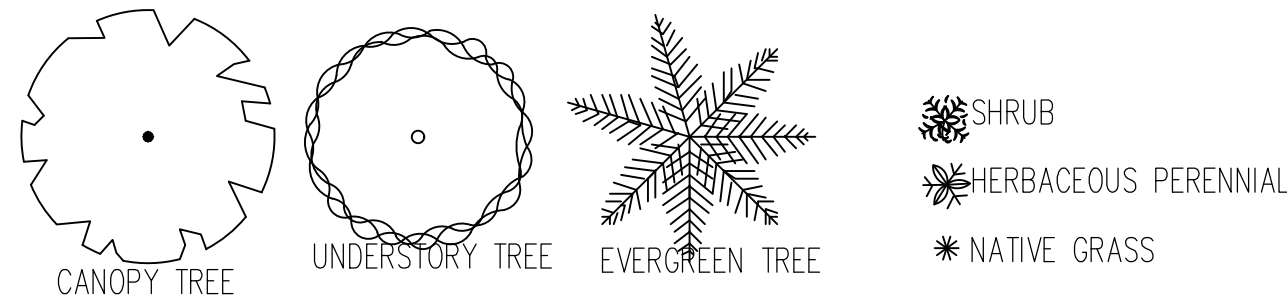
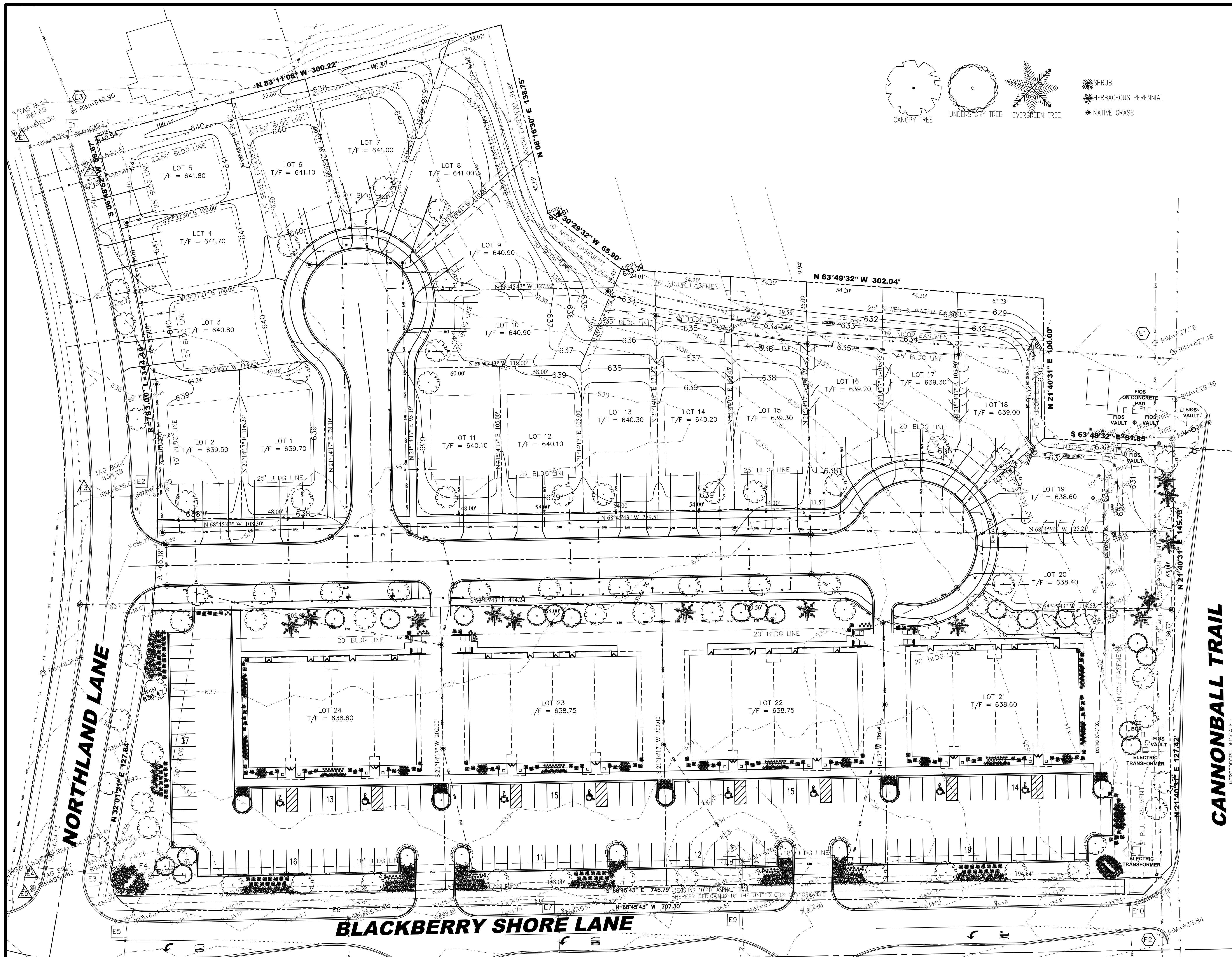
PROJECT INFORMATION  
Date: XXX XX, XX  
Drawn: [Signature]  
Scale: 1" = 30'  
Proj No: 24 316 04

SHEET NUMBER  
**1**  
OF 1 SHEET

EXHIBIT D

Heartland Meadows West Landscape Plan





TEBRUGGE ENGINEERING  
400 E. CHURCH STREET - SUITE A • SANDVICH, IL 60448  
PHONE: (815) 786-0195    TEBRUGGEENGINEERING.COM

REVISIONS

PREPARED FOR:  
**MARKER, INC.**  
608 E VETERANS PK WY, YORKVILLE, IL

HEARTLAND MEADOWS WEST  
**LANDSCAPE PLAN**

PROJECT INFORMATION	Date	XXX XX, XX
Drawn	Scale	1" = 30'
SHEET NUMBER	Proj No.	24 316 04

**1**  
C OF 1 SHEET

EXHIBIT E

Engineering Enterprises, Inc. (EEL, Inc.) Review Comments



October 3, 2024

Ms. Krysti Barksdale-Noble  
Community Development Director  
United City of Yorkville  
651 Prairie Pointe  
Yorkville, IL 60560

**Re: Heartland Meadows West  
PUD Amendment Submittal – 1<sup>st</sup> Submittal  
United City of Yorkville**

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Civil Site Plan (1 sheet) dated August 12, 2024, and prepared by Tebrugge Engineering
- Final Plan (1 sheet) dated August 12, 2024, and prepared by Tebrugge Engineering
- Landscape Plan (1 sheet) dated August 12, 2024, and prepared by Tebrugge Engineering
- Preliminary Plat of Subdivision (2 sheets), and prepared by Dale Floyd Land Surveying
- Other supporting documents

Our review of these plans and reports are to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

## General

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies.
  - IEPA NPDES General Construction Permit may be 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.
  - City of Yorkville Stormwater Management Permit and supporting documentation
2. The following will need to be submitted with Final Engineering Plans:
- a. Truck turning exhibits for delivery and emergency vehicles
  - b. Photometric plan
  - c. Storm Sewer Calculations
  - d. Engineer's Opinion of Probable Costs
3. Additional forms and information can be found at <https://www.yorkville.il.us/333/Engineering-Department>.

#### **Final & Civil Site Plan**

We have completed a cursory review of the preliminary engineering plans. A detailed review will be completed with the submittal of final engineering. The following comments should be considered when developing final engineering.

- 4. The water main on Cannonball south of the BP/PRV station is in a different pressure zone from the main on Northland Avenue. The subdivision should be in the pressure zone associated with the main on Northland. Therefore, the second water main connection needs to be moved from the main on Cannonball to the 12" water main located on the south side of Blackberry Shore Lane.
- 5. Proposed information for the water, sanitary and storm and all utility conflicts needs to be provided with final engineering (only layout is shown on the provided plan sheet).
- 6. The final engineering plans must include specifications and construction details.
- 7. Erosion control/SWPPP sheets must be included at final engineering.
- 8. The City should confirm that the configuration of the proposed curb cuts and service drives off of the public street for the townhome dumpster enclosures is acceptable. If so, the western one needs to connect to the dumpster area.
- 9. Detention is provided in the Kendall Marketplace detention basin. The existing manhole E4 is the appropriate connection point to the storm sewer. The condition of the manhole needs to be assessed including room for the proposed storm sewer connection with the manhole configuration.
- 10. Sanitary manhole 5 should be moved out of the driveway.



11. The engineer should confirm the dimensions from the sanitary sewer to the buildings between lots 19 and 20 and the proposed depth.
12. Label the proposed streets with street names.
13. The dimensions of the cul-de-sac and the proposed street widths need to be shown.
14. The water and sanitary services for the commercial buildings are not shown.
15. The emergency overland flow route for the site will need to be shown on the plans and designed with Bulletin 75 rainfall data and must conform to the master stormwater plan for the development.

#### **Landscape Plan**

16. The comments in the attached review letter from the City's landscaping consultant must be addressed and a revised landscaping plan submitted.

#### **Preliminary Plat of Subdivision**

17. A date and location map need to be added to the plat.
18. The locations and names of adjacent lots/subdivisions should be shown.
19. The zoning of adjacent contiguous parcels should be listed.
20. The width of all existing adjacent streets should be labeled.
21. Label the size of and document numbers for all existing easements in the subdivision.
22. Use the standard, unaltered United City of Yorkville certificates for the final plat.
23. Label the size of the easement between Lots 15 and 16.
24. Lots 1 through 20 do not conform to the R-1 district requirements for lot area, minimum lot width, building setbacks, and minimum side and rear yards. We understand a PUD is being sought.
25. Lots 21 through 24 do not conform to the B-3 district requirements for lot area, minimum lot width, building setbacks and minimum side and rear yards. We understand a PUD is being sought.
26. A 10' (minimum) public utility and drainage easement is required for rear yards.
27. The storm sewer across the rear of Lots 10, 13, 14, 15, 16, 17 and 18 must be in an easement.
28. Label the easements on the plat between lots 19 and 20.

29. Show and label the easements over lots 21 through 24.
30. Revise Exterior boundary dimensions C21 and C22.
31. The IDOT certificate should be removed.
32. Add the name and address of the owner, developer and surveyor to the plat.

If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in dark ink, appearing to read 'Bradley P. Sanderson', with a long, sweeping horizontal stroke extending to the right.

Bradley P. Sanderson, P.E.  
Chief Operating Officer / President

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)  
Ms. Erin Willrett, Assistant City Administrator (via email)  
Mr. Eric Dhuse, Director of Public Works (via email)  
Mr. Pete Ratos, Building Department (via email)  
Ms. Dee Weinert, Admin Assistant (via email)  
Ms. Gina Nelson, Admin Assistant (via email)  
Ms. Jori Behland, City Clerk (via email)  
Mr. Greg Marker, Marker, Inc. (via email)  
Mr. Dan Kramer (via email)  
Mr. John Tebrugge, Tebrugge Engineering (via email)  
TNP, PGW2, EEI (via e-mail)

# *Hey and Associates, Inc.*

Engineering, Ecology and Landscape Architecture

*8755 W. HIGGINS ROAD, SUITE 853*

*CHICAGO, ILLINOIS 60631*

*PHONE (773) 693-9200*

*FAX (773) 693-9200*

September 25, 2024

Pamela Whitfield, PE, CFM  
Senior Project Engineer II  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

Project No.: 21-0275 AM

Re: Landscape Plan Review  
Heartland Meadows West

Dear Pamela:

We have completed our first landscape plan review of the proposed Heartland Meadows West development located northwest of Blackberry Shore Lane and Cannonball Trail in Yorkville.

## **Landscape Plan – NOT RECOMMENDED FOR APPROVAL**

For reasons described below, this landscape plan is not recommended for approval at this time. A response letter from the petitioner which addresses all review comments should be provided with their next submittal.

### **REVIEW COMMENTS**

Comments must be addressed before landscape plan approval can be recommended. If there are any changes to the proposed project, additional comments may be provided. Please note that the requirements of each section are in addition to the requirements of all other sections of the ordinance (i.e., trees and other plant materials cannot be "double counted" to meet multiple requirements).

### **Building Foundation Landscape Zone**

The graphic symbols used on the plan are illegible and plant species names, quantities, and sizes are not given. Requirements are not met.

### **Parking Area Perimeter Landscape Zone**

The graphic symbols used on the plan are illegible and plant species names, quantities, and sizes are not given. Requirements are not met.

### **Parking Area Interior Landscape Zone**

The graphic symbols used on the plan are illegible and plant species names, quantities, and sizes are not given. Parking area islands shall be spaced not more than 10 continuous spaces apart. Requirements are not met.

### **Transition Zone**

The graphic symbols used on the plan are illegible and plant species names, quantities, and sizes are not given. A Type A Transition Zone is required along Northland Lane between the proposed office development and adjacent commercial development. A Type C Transition Zone is required between the proposed office development and proposed residential development. Requirements are not met.

### **Species Diversity Requirements**

Compliance with species diversity requirements cannot be assessed at this time due to lack of information on the plan. Requirements are not met.

### **Tree Preservation and Removal**

A review of Google Earth and Google Streetview imagery suggests there are trees on the subject property, but no tree inventory, preservation/removal plan, or replacement plan is provided. Requirements are not met.

### **Street Trees**

A minimum of 1 canopy tree is required per every 40 linear feet of parkway. Requirements are not met.

### **Wetlands**

A review of Google Earth and Google Streetview imagery suggests there are no wetlands on the subject property.

### **SUMMARY**

This review was based upon the following documents, pursuant to relevant landscape requirements of the City's Unified Development Ordinance and Wetland Regulations.

- Landscape Plan, 1 sheet, prepared by Tebrugge Engineering, not dated

Let us know if there are any questions or comments.

Sincerely,



Tim Pollowy, PLA, ASLA  
Senior Landscape Architect

EXHIBIT F

Heartland Meadows West Fee Schedule

# Heartland Meadows West

## FEES PER UNIT

**FIVE (5) YEAR FEE LOCK EXPIRATION**

A paid receipt from the School District Office, 602-A Center Parkway  
Yorkville, must be presented to the City prior to issuance of permit

(see note "a" below)

\$0

Separate Yorkville-Bristol Sanitary District fee - made payable to Y.B.S.D.

\$1,400

### United City of Yorkville Fees

1. Building Permit					
Cost \$650 plus \$0.20 per square foot (SF)					\$650 + \$0.20(SF)
2. Water Connection Fees		SF		\$5,554	
	(see note "b" below)				
3. Water Meter Cost		Detached Units		\$550	
4. City Sewer Connection Fees		(see note "b" below)			\$2,000
5. Water and Sewer Inspection Fee					\$25
6. Public Walks/Driveway Inspection Fee					\$35
7. Development Fees					
Public Works				\$700	
Police				\$300	
Building				\$1,759	
Library				\$500	
Parks & Recreation				\$50	
Engineering				\$100	
Bristol-Kendall Fire				<u>\$1,200</u>	
Development Fees Total				\$4,609	
8. Land Cash Fees		Apartment	Townhome	Duplex	Single Family
Park		N / A	N / A	N / A	\$3,000.00
School		<u>N / A</u>	<u>N / A</u>	<u>N / A</u>	<u>\$4,780.48</u>
<b>Land-Cash Fees Total</b>		\$0.00	\$0.00	\$0.00	<b>\$7,780.48</b>
9. Road Contribution					\$2,000

#### Notes:

a. Fee is reduced to \$0 per Resolution from Yorkville School District #115

b. Fee is locked at December 1, 2023 rate for 5 years per Commercial Purchase and Sale Agreement



## Heartland Meadows West Subdivision

### CHARACTER OF THE PUD:

Heartland Meadows West subdivision will have two distinctive parts.

The first part will be an active adult community designed for residents 55 and older. It will be smaller lots that will allow residents to downsize from their larger homes yet still reside in a single family home on their own lot. The lot size variance requested is due to this concept. Yard maintenance and snow plowing will be done by a management company servicing all the homes in the community. As our previous subdivision, Heartland Meadows, has shown, there is a demand for this type of project. It allows people who still want to live in a single family home, who don't want to or aren't able to take care of all the exterior maintenance in a traditional single family home with traditional R2 zoning. We are also requesting smaller diameter cul-de-sacs. On the northern one especially, there is no good way to do a standard size cul-de-sac without making several of the lots unbuildable. We feel the short, full width, street lengths make this a reasonable request.

The second part of the subdivision would be a small four lot B3 commercial subdivision, envisioned as a buffer between the residential zoning to the north and the high impact commercial use of the Home Depot to the south across Blackberry Shore Lane. We also felt that the combination of the two parts worked as a transition from the traditional homes on standard size lots just to the north of this subdivision instead of an all commercial project or an all residential project.



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 AGREEMENT AMENDMENT

DATE: September 11, 2024	PZC NUMBER:	DEVELOPMENT NAME: Heartland Meadows West	
<b>PETITIONER INFORMATION</b>			
NAME: Greg Marker		COMPANY: Marker, Inc	
MAILING ADDRESS: 608 E. Veterans Pkwy, Suite 1			
CITY, STATE, ZIP: Yorkville, IL 60560		TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME 630-553-3322	
EMAIL: gjmarker@markerinc.com		FAX:	
<b>PROPERTY INFORMATION</b>			
NAME OF HOLDER OF LEGAL TITLE: United City of Yorkville			
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:			
PROPERTY STREET ADDRESS: 721 Blackberry Shore Lane, Yorkville, IL 60560			
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: 8.29 acres vacant land on the north side of Blackberry Shore Lane between Northland Lane and Cannonball Trail			
CURRENT ZONING CLASSIFICATION:			
LIST ALL GOVERNMENTAL ENTITIES OR AGENCIES REQUIRED TO RECEIVE NOTICE UNDER ILLINOIS LAW: United City of Yorkville			
<b>ZONING AND LAND USE OF SURROUNDING PROPERTIES</b>			
NORTH: R2			
EAST: R3-Kendall County			
SOUTH: PUD - Kendall Market Place			
WEST: PUD - Kendall Market Place			
<b>KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)</b>			
02-20-351-006			





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 AGREEMENT AMENDMENT

## PROPERTY INFORMATION

NAME OF AGREEMENT: An Ordinance Authorizing the Execution of a Development Agreement for Kendall Market Place

DATE OF RECORDING: 1-10-2007

### SUMMARIZE THE ITEMS TO BE AMENDED FROM THE EXISTING AGREEMENT:

Petitioner requests a 20 foot rear yard setback on Lots 8 and 9 due to the City of Yorkville Water Main located approximately 16 feet out to the Nicor Gas Easement and 26 feet outside of the Recorded City of Yorkville Watermain Easement.

Petitioner also requests a 5 foot side yard setback for active adult housing.

Petitioner requests R2/B3 PUD

## 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".

Petitioner must attach a true and correct copy of the existing agreement and title it as "Exhibit C".

Petitioner must attach amendments from the existing agreement and title it as "Exhibit D".



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 AGREEMENT AMENDMENT

## ATTORNEY INFORMATION

NAME: Attorney Daniel J. Kramer  
COMPANY: Law Offices of Daniel J. Kramer  
MAILING ADDRESS: 1107A S. Bridge Street  
CITY, STATE, ZIP: Yorkville, Illinois 60560  
TELEPHONE: 630-553-9500  
EMAIL:  
FAX: 630-553-5764

## ENGINEER INFORMATION

NAME: John Tebrugge  
COMPANY: Tebrugge Engineering  
MAILING ADDRESS: 410 E. Church Street, Suite A  
CITY, STATE, ZIP: Sandwich, IL 60548  
TELEPHONE: 815-786-0195  
EMAIL: info@tebruggeengineering.com  
FAX:

## LAND PLANNER/SURVEYOR INFORMATION

NAME: Tom Siek  
COMPANY: Dale Floyd Land Surveying LLC  
MAILING ADDRESS: 2600 Kesslinger Road, Suite A  
CITY, STATE, ZIP: Geneva, IL 60134  
TELEPHONE: 630-232-7705  
EMAIL: dfls@sbcglobal.net  
FAX:

## AGREEMENT


I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

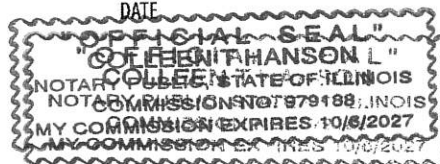
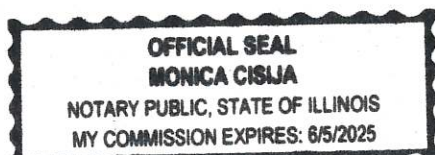
  
PETITIONER SIGNATURE

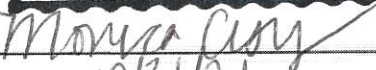
9.12.2024  
DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

  
OWNER SIGNATURE

10-31-24  
DATE



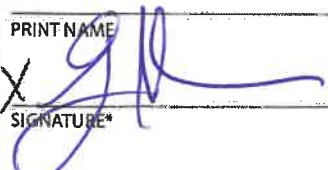
  
10/31/24





United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, Illinois, 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575  
Website: www.yorkville.il.us

## APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 721 Blackberry Shore Lane, Yorkville																								
<b>PETITIONER DEPOSIT ACCOUNT FUND:</b> 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 <b>INVOICE &amp; WORKSHEET PETITION APPLICATION</b> . 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.																										
<b>ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY</b>																										
NAME: Greg Marker		COMPANY: Marker, Inc.																								
MAILING ADDRESS: 608 E. Veterans Parkway, Suite 1																										
CITY, STATE, ZIP: Yorkville, IL 60560		TELEPHONE: 630-553-3322																								
EMAIL: gjmarker@markerinc.com		FAX:																								
<b>FINANCIALLY RESPONSIBLE PARTY:</b> 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.																										
Greg Marker																										
PRINT NAME		TITLE																								
		9-12-2024																								
SIGNATURE*		DATE																								
<i>*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)</i>																										
<b>INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS</b>																										
<table><tr><td><b>ENGINEERING DEPOSITS:</b></td><td></td><td><b>LEGAL DEPOSITS:</b></td><td></td></tr><tr><td>Up to one (1) acre</td><td>\$5,000</td><td>Less than two (2) acres</td><td>\$1,000</td></tr><tr><td>Over one (1) acre, but less than ten (10) acres</td><td>\$10,000</td><td>Over two (2) acres, but less than ten (10) acres</td><td>\$2,500</td></tr><tr><td>Over ten (10) acres, but less than forty (40) acres</td><td>\$15,000</td><td>Over ten (10) acres</td><td>\$5,000</td></tr><tr><td>Over forty (40) acres, but less than one hundred (100)</td><td>\$20,000</td><td></td><td></td></tr><tr><td>In excess of one hundred (100.00) acres</td><td>\$25,000</td><td></td><td></td></tr></table>			<b>ENGINEERING DEPOSITS:</b>		<b>LEGAL DEPOSITS:</b>		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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**CERTIFIED MAILING  
AFFIDAVIT**

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF KENDALL )

I/We, Greg Marker, petitioner, being first duly sworn, do hereby state under oath that to the best of my knowledge the **attached list is a true, correct and complete list of all permanent parcel numbers, and names and addresses of owners**, of all lots and parts of lots located within 500 feet (exclusively of any public streets and alleys) of the property legally described on the attached application for annexation, rezoning, special use permit, planned unit development, variation, or other zoning amendment. I further state that said list was obtained from the current tax rolls of the Kendall County Treasurer's Office. I further state that I mailed by U.S. Certified Mail, Return Receipt Requested, a copy of the Public Notice of Public Hearing before the United City of Yorkville Planning and Zoning Commission for the Public Hearing held on Wednesday, \_\_\_\_\_, at the United City of City Council Chambers, Yorkville, Illinois. The notice was mailed to the attached list of all of the permanent parcel numbers and names and addresses of owners at the U.S. Post office on \_\_\_\_\_, 20\_\_\_\_.

X   
Signature of Petitioner(s)



Subscribed and sworn to before me this  
12th day of September, 2024  
  
Notary Public





United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, Illinois, 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575  
Website: www.yorkville.il.us

# APPLICATION FOR PUBLIC HEARING SIGN

<b>PERMIT NUMBER:</b>		<b>DATE/TIME RECEIVED:</b>	
SITE ADDRESS: 721 Blackberry Shore Lane, Yorkville, IL 60560		PARCEL NUMBER: 02-20-351-006	
SUBDIVISION: Kenddall Market Place		LOT/UNIT: Lot 22	
<b>APPLICANT INFORMATION</b>			
NAME: Marker, Inc.		TELEPHONE: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS 630-553-3322	
ADDRESS: 608 Veterans Parkway, Suite 1		E-MAIL: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS gjmarker@markerinc.com	
CITY, STATE, ZIP: Yorkville, IL 60560		FAX:	
<b>SIGN INFORMATION</b>			
DATE OF PICK UP:		NUMBER OF SIGNS: 1	
DATE OF PUBLIC HEARING:		SIGN RETURN DATE:	
<p>The undersigned hereby states that they have acquired Public Hearing Signs from the United City of Yorkville's Community Development Department and agrees to return said sign/s to Yorkville City Hall, 651 Prairie Pointe Drive, 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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# APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 721 Blackberry Shore Lane, Yorkville
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## PETITIONER DEPOSIT ACCOUNT FUND:

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## ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

NAME: Greg Marker COMPANY: Marker, Inc.

MAILING ADDRESS: 608 E. Veteran's Pkwy, Suite 1D

CITY, STATE, ZIP: Yorkville, IL 60560 TELEPHONE: 630-553-3322

EMAIL: gjmarker@markerinc.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.

Greg Marker

manager

PRINT NAME

TITLE

08-16-2024

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:

Up to one (1) acre	\$5,000
Over one (1) acre, but less than ten (10) acres	\$10,000
Over ten (10) acres, but less than forty (40) acres	\$15,000
Over forty (40) acres, but less than one hundred (100)	\$20,000
In excess of one hundred (100.00) acres	\$25,000

### LEGAL DEPOSITS:

Less than two (2) acres	\$1,000
Over two (2) acres, but less than ten (10) acres	\$2,500
Over ten (10) acres	\$5,000

**CERTIFIED MAILING  
AFFIDAVIT**

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF KENDALL )

I/We, Marker, Inc., 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

16th day of August, 2024

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





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# APPLICATION FOR VARIANCE

## INTENT AND PURPOSE

The purpose of a variance is to provide relief from certain regulations of the zoning ordinance to permit the use of land in a way that is not otherwise permitted under the ordinance. A variance is granted when the terms of the zoning ordinance, if literally applied, would create an unreasonable hardship on the landowner, making the property virtually useless.

This packet explains the process to successfully submit and complete an Application for a Variance Request. It includes a detailed description of the process, outlines required submittal materials, and contains the application for variance.

For a complete explanation of what is legally required throughout the Variance Request process, please refer to "Title 10, Chapter 4, Section 7 Variations" of the Yorkville, Illinois City Code.

## APPLICATION PROCEDURE

### STEP

# 1

#### APPLICATION SUBMITTAL

### SUBMIT APPLICATION, FEES, AND PLANS TO THE COMMUNITY DEVELOPMENT DEPT.

The following must be submitted:

- ☒ One (1) original signed and notarized application.
- ☒ Legal description of the property in Microsoft Word.
- ☒ Three (3) copies each of exhibits, proposed drawings, location map, and site plan. All exhibits and plans must be an appropriate size for all details and descriptions to be legible.
- ☒ Appropriate application and filing fee. Checks may be written to the United City of Yorkville.
- ☒ Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.
- ☒ One (1) electronic copy (PDF) of all materials submitted including application and exhibits.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. An incomplete submittal could delay the scheduling of the project.

The petitioner is responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the City to cover these fees.

Once a submitted and complete, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.

### STEP

# 2

#### PLAN COUNCIL

### MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

***This step is dependent on the complexity of the request and may be skipped at the discretion of staff.***

The petitioner must present the proposed request to the Plan Council. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.





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# APPLICATION FOR VARIANCE

## STEP

# 3

### ECONOMIC DEVELOPMENT COMMITTEE

#### MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner must present the proposed request to the Economic Development Committee. The committee consists of four alderman who will provide feedback to the petitioner regarding their request. This feedback allows the petitioner to gather comments and concerns prior to full City Council considerations. It also allows the City Council members to review the request prior to its arrival at City Council.

## STEP

# 4

### PLANNING & ZONING COMMISSION

#### MEETS ON THE 2ND WEDNESDAY OF THE MONTH

The petitioner will attend and present their request at a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council.

If the variance request adheres to any of the following standards then the variance may be granted by the Planning and Zoning Commission without City Council approval:

- ☐ Reducing a required setback by no more than twenty-five percent (25%).
- ☐ Reducing the lot width or lot size regulation not less than ninety percent (90%) of the required width or area.
- ☐ Permitting the same off street parking spaces for two or more uses provided each use does not take place at approximately the same hours of the same days of the week.
- ☐ Reducing the required off street parking spaces or loading spaces by no more than one (1) or twenty percent (20%) of the regulations (whichever is greater).
- ☐ Increasing by not more than twenty-five percent (25%) the maximum distance that required parking spaces are permitted to be located from the use served.
- ☐ Allowing for the deferment of required parking facilities for a reasonable period of time as specified in the variance.
- ☐ Increasing no more than ten percent (10%) the maximum gross floor area of any use so limited by the applicable regulations.
- ☐ If eminent domain by any authorized government agency results in exceeding one of the previously listed variance requests.

The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. The public hearing notice will be drafted by the City as well as published in a local newspaper. Additionally, a public hearing notice sign must be placed on the property no less than fifteen (15) days prior to the public hearing.

A certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Certified Mailing Affidavit form is attached to this document.

## STEP

# 5

### CITY COUNCIL

#### MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

*This step may be skipped if the variance request adheres to the authorized requests listed above.*

The petitioner will attend the City Council meeting where the recommendation of the variance will be considered. City Council will make the final approval of the variance. If approved, City staff will have a drafted ordinance to be signed by the Council and must be recorded with the County Clerk before any further steps may be taken by the petitioner.



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# APPLICATION FOR VARIANCE

## SUMMARY OF RESPONSIBILITIES

Below is a summary breakdown of what will be required by the petitioner and what will be completed by the City:

### PETITIONER

- ☐ Signed and Notarized Application
- ☐ Required Plans, Exhibits, and Fees
- ☐ Certified Mailing of Public Notice
- ☐ Signed Certified Affidavit of Mailings
- ☐ Attendance at All Meetings

### CITY STAFF

- ☐ Detailed Schedule After Complete Submission
- ☐ Public Hearing Notice Language
- ☐ Posting of the Public Notice in a Local Newspaper
- ☐ Public Hearing Sign Application
- ☐ Draft Ordinance & Signatures for Recording

## SAMPLE MEETING SCHEDULE

**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	31				

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 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 VARIANCE

## DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the submission requirements. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The applicant has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The applicant has not responded in writing to a request for information or documentation from the initial planning and zoning commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011)



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# APPLICATION FOR VARIANCE

INVOICE & WORKSHEET PETITION APPLICATION			
<b>CONCEPT PLAN REVIEW</b>	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
<b>AMENDMENT</b>	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
<b>ANNEXATION</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres  _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres                      Acres over 5                      Amount for Extra Acres                      Total Amount		Total: \$
<b>REZONING</b>	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres <i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>  _____ - 5 = _____ x \$10 = _____ + \$200 = \$ _____ # of Acres                      Acres over 5                      Amount for Extra Acres                      Total Amount		Total: \$
<b>SPECIAL USE</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres  _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres                      Acres over 5                      Amount for Extra Acres                      Total Amount		Total: \$
<b>ZONING VARIANCE</b>	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
<b>PRELIMINARY PLAN FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>PUD FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>FINAL PLAT FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>ENGINEERING PLAN REVIEW DEPOSIT</b>	<input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$
<b>OUTSIDE CONSULTANTS DEPOSIT</b>	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use: <input type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input type="checkbox"/> Over 10 acres		Total: \$
<b>TOTAL AMOUNT DUE:</b>			

[illegible]



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# APPLICATION FOR VARIANCE

## ATTORNEY INFORMATION

NAME: Attorney Daniel J. Kramer

COMPANY:

MAILING ADDRESS: 1107A S. Bridge Street

CITY, STATE, ZIP: Yorkville, IL 60560

TELEPHONE: 630-553-9500

EMAIL: [dkramer@dankramerlaw.com](mailto:dkramer@dankramerlaw.com)

FAX:

## ENGINEER INFORMATION

NAME: John Tebrugge

COMPANY: Tebrugge Engineering

MAILING ADDRESS: 410 E. Church Street - Suite A

CITY, STATE, ZIP: Sandwich, IL 60548

TELEPHONE: 815-786-0195

EMAIL: [info@tebruggeengineering.com](mailto:info@tebruggeengineering.com)

FAX:

## LAND PLANNER/SURVEYOR INFORMATION

NAME: Tom Sieck

COMPANY: Dale Floyd Land Surveying LLC

MAILING ADDRESS: 2600 Kessinger Road, Suite A

CITY, STATE, ZIP: Geneva, IL 60134

TELEPHONE: 630-232-7705

EMAIL: [dfis@sbcglobal.net](mailto:dfis@sbcglobal.net)

FAX:

## ATTACHMENTS

Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".

Petitioner must list the names and addresses of any adjoining or contiguous landowners within 500 feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".

## VARIANCE STANDARDS

PLEASE CONFIRM THE PROPOSED VARIATION IS CONSISTENT WITH THE OFFICIAL COMPREHENSIVE PLAN AND OTHER DEVELOPMENT STANDARDS AND POLICIES OF THE CITY.



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# APPLICATION FOR VARIANCE

## VARIANCE STANDARDS

PLEASE STATE THE VARIANCE REQUESTED AND THE CITY ORDINANCE INCLUDING THE SECTION NUMBERS TO BE VARIED:

Petitioner requests a 20 foot rear yard setback on Lots 8 and 9 due to the City of Yorkville Water Main located approximately 16 feet out o the Nicor Gas Easement and 26 feet outside of the Reocrded City of Yorkville Watermain Easement.

Petitioner also requests a 5 foot side yard stet back for active adult housing.

PLEASE STATE HOW THE PARTICULAR SURROUNDINGS, SHAPE OR TOPOGRAPHICAL CONDITIONS OF THE SPECIFIC PROPERTY INVOLVED, A PARTICULAR HARDSHIP TO THE OWNER WOULD RESULT, AS DISTINGUISHED FROM A MERE INCONVENIENCE, IF THE STRICT LETTER OF REGULATIONS WAS CARRIED OUT:

The request for 5 foot side yard is based on an active adult housing where there are smaller lots and common area maintenance provided by the Assoication that will govern the property as opposed to the indivdual homeonwers. Petitioner has done a similar Development in the United City of Yorkville called Heartland Meadows with the exact same perofmrance standard and setbacks.

There is an exisiting watermain that is located considerable outside of the City's easement.

PLEASE STATE HOW THE CONDITIONS UPON WHICH THE APPLICATION FOR A VARIATION IS BASED ARE UNIQUE TO THE PROPERTY FOR WHICH THE VARIATION IS SOUGHT AND ARE NOT APPLICABLE, GENERALLY, TO OTHER PROPERTY WITHIN THE SAME ZONING CLASSIFICATION:

The lots side yard setbacks are conformity with active adulthousing again where the homeowners prefer smaller yards given the 55 and older age restriction.

PLEASE STATE HOW THE ALLEGED DIFFICULTY OR HARDSHIP IS CAUSED BY THIS TITLE AND HAS NOT BEEN CREATED BY ANY PERSON PRESENTLY HAVING AN INTEREST IN THE PROPERTY:

Same answer as above. It is a model that has worked well in the United City of Yorkville and the surrounding Kendall County Area for people aged 55 and older active adult communities.



United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, Illinois, 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575  
Website: [www.yorkville.il.us](http://www.yorkville.il.us)

# APPLICATION FOR VARIANCE

## VARIANCE STANDARDS

PLEASE STATE HOW THE GRANTING OF THE VARIATION WILL NOT BE DETRIMENTAL TO THE PUBLIC WELFARE OR INJURIOUS TO OTHER PROPERTY OR IMPROVEMENTS IN THE NEIGHBORHOOD IN WHICH THE PROPERTY IS LOCATED:

The proposed side yard requirements in no way effect the livability of the community and again have worked well in existing communities.

The setback requirement for rear yard is based on the fact that the City has a larger water main running through the subject real property that is considerably outside the City recorded Easement and is located in an area of what would be backyards of the developed property.

PLEASE STATE HOW THE PROPOSED VARIATION WILL NOT IMPAIR AN ADEQUATE SUPPLY OF LIGHT AND AIR TO ADJACENT PROPERTY, OR SUBSTANTIALLY INCREASE THE CONGESTION IN THE PUBLIC STREETS, OR INCREASE THE DANGER TO THE PUBLIC SAFETY, OR SUBSTANTIALLY DIMINISH OR IMPAIR PROPERTY VALUES WITHIN THE NEIGHBORHOOD:

In no way will the proposed variances in any way harm adequate light, value of surrounding property, or increase congestion.

## AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

\_\_\_\_\_  
PETITIONER SIGNATURE

\_\_\_\_\_  
DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
DATE

**THIS APPLICATION MUST BE  
NOTARIZED PLEASE NOTARIZE HERE:**





United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, Illinois, 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575  
Website: www.yorkville.il.us

# APPLICATION FOR VARIANCE

## VARIANCE STANDARDS

PLEASE STATE HOW THE GRANTING OF THE VARIATION WILL NOT BE DETRIMENTAL TO THE PUBLIC WELFARE OR INJURIOUS TO OTHER PROPERTY OR IMPROVEMENTS IN THE NEIGHBORHOOD IN WHICH THE PROPERTY IS LOCATED:

PLEASE STATE HOW THE PROPOSED VARIATION WILL NOT IMPAIR AN ADEQUATE SUPPLY OF LIGHT AND AIR TO ADJACENT PROPERTY, OR SUBSTANTIALLY INCREASE THE CONGESTION IN THE PUBLIC STREETS, OR INCREASE THE DANGER TO THE PUBLIC SAFETY, OR SUBSTANTIALLY DIMINISH OR IMPAIR PROPERTY VALUES WITHIN THE NEIGHBORHOOD:

## AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

  
PETITIONER SIGNATURE

8.16.2024  
DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
DATE

**THIS APPLICATION MUST BE  
NOTARIZED PLEASE NOTARIZE HERE:**



*Colleen T. Hanson* 8/16/24



United City of Yorkville  
800 Game Farm Road  
Yorkville, Illinois, 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575  
Website: [www.yorkville.il.us](http://www.yorkville.il.us)

# APPLICATION FOR 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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Yorkville, Illinois, 60560  
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Fax: 630-553-7575  
Website: [www.yorkville.il.us](http://www.yorkville.il.us)

# APPLICATION FOR PUD PRELIMINARY PLAN & FINAL PLAT

DATE:	PZC NUMBER:	DEVELOPMENT NAME: Heartland Meadows West
<b>PETITIONER INFORMATION</b>		
NAME: Greg Marker		COMPANY: Marker, Inc.
MAILING ADDRESS: 608 E Veteran's Pkwy., Suite 1		
CITY, STATE, ZIP: Yorkville, IL 60560		TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME 630-553-3322
EMAIL: gjmarker@markerinc.com		FAX:
<b>PROPERTY INFORMATION</b>		
NAME OF HOLDER OF LEGAL TITLE:		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS:		
TYPE OF REQUEST:		
<input checked="" type="checkbox"/> PRELIMINARY PLAN <input checked="" type="checkbox"/> FINAL PLAT <input type="checkbox"/> AMENDED PRELIMINARY PLAN <input type="checkbox"/> AMENDED FINAL PLAT		
TOTAL LOT ACREAGE: 8.29 acres		CURRENT ZONING CLASSIFICATION: PUD
<b>ATTACHMENTS</b>		
Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".		



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Telephone: 630-553-4350  
Fax: 630-553-7575  
Website: www.yorkville.il.us

# APPLICATION FOR PUD PRELIMINARY PLAN & FINAL PLAT

## ATTORNEY INFORMATION

NAME: Daniel J Kramer

COMPANY:

MAILING ADDRESS: 1107 A S. Bridge St.

CITY, STATE, ZIP: Yorkville, IL 60560

TELEPHONE: 630-553-9500

EMAIL: dkramer@dankramerlaw.com

FAX: 630-553-5764

## ENGINEER INFORMATION

NAME: John Tebrugge

COMPANY: Tebrugge Engineering

MAILING ADDRESS: 410 E Church St. - Suite A

CITY, STATE, ZIP: Sandwich, IL 60548

TELEPHONE: 815-786-0195

EMAIL: info@tebruggeengineering.com

FAX:

## LAND PLANNER/SURVEYOR INFORMATION

NAME: Tom Sieck

COMPANY: Dale Floyd Land Surveying LLC

MAILING ADDRESS: 2600 Kesslinger Road, Suite A

CITY, STATE, ZIP: Geneva, IL 60134

TELEPHONE: 630-232-7705

EMAIL: dfls@sbcglobal.net

FAX: 630-232-7725

## AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

PETITIONER SIGNATURE

DATE

8-16-2024

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

OWNER SIGNATURE

DATE

10-31-24



Colleen Hanson 8/16/24




Monica Cisla  
10/31/24

**CERTIFIED MAILING**  
**AFFIDAVIT**

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF KENDALL )

I/We, Marker, Inc., 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 \_\_\_\_\_, 2024.

  
\_\_\_\_\_  
Signature of Petitioner(s)

Subscribed and sworn to before me this

16th day of August, 2024

  
\_\_\_\_\_  
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

## APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 721 Blackberry Shore Lane, Yorkville
-----------------	-------------------------	--

### PETITIONER DEPOSIT ACCOUNT FUND:

It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

### ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

NAME: Greg Marker	COMPANY: Marker, Inc.
MAILING ADDRESS: 608 E. Veterans Pkwy., Suite 1	
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: 630-553-3322
EMAIL: gjmarker@markerinc.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.

Greg Marker

PRINT NAME

TITLE

SIGNATURE\*

DATE

*\*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)*

### INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS

#### ENGINEERING DEPOSITS:

Up to one (1) acre	\$5,000
Over one (1) acre, but less than ten (10) acres	\$10,000
Over ten (10) acres, but less than forty (40) acres	\$15,000
Over forty (40) acres, but less than one hundred (100)	\$20,000
In excess of one hundred (100.00) acres	\$25,000


#### LEGAL DEPOSITS:

Less than two (2) acres	\$1,000
Over two (2) acres, but less than ten (10) acres	\$2,500
Over ten (10) acres	\$5,000



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651 Prairie Pointe Drive  
Yorkville, Illinois, 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575  
Website: www.yorkville.il.us

# APPLICATION FOR PUBLIC HEARING SIGN

<b>PERMIT NUMBER:</b>		<b>DATE/TIME RECEIVED:</b>	
SITE ADDRESS: 721 Blackberry Shore Lane, Yorkville, IL 60560		PARCEL NUMBER: 02-20-351-006	
SUBDIVISION: Kendall Market Place		LOT/UNIT: Lot 22	
<b>APPLICANT INFORMATION</b>			
NAME: Marker, Inc.		TELEPHONE: <input checked="" type="radio"/> HOME <input type="radio"/> BUSINESS 630-553-3322	
ADDRESS: 608 Veterans Pkwy., Suite 1		E-MAIL: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS gjmarker@markerinc.com	
CITY, STATE, ZIP: Yorkville, IL 60560		FAX:	
<b>SIGN INFORMATION</b>			
DATE OF PICK UP:		NUMBER OF SIGNS:	
DATE OF PUBLIC HEARING:		SIGN RETURN DATE:	
<p>The undersigned hereby states that they have acquired Public Hearing Signs from the United City of Yorkville's Community Development Department and agrees to return said sign/s to Yorkville City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, immediately following the date of the public hearing.</p> <p>Petitioner or Representative agrees to pay to the United City of Yorkville a deposit of \$50 for each sign. The deposit will be returned to the petitioner when the public hearing sign/s have been returned to the City.</p> <p>Petitioner or Representative further agrees to pay to the United City of Yorkville the full amount of the purchase price for each sign not returned to the United City of Yorkville within seven (7) days after the date of the public hearing.</p>			
 SIGNATURE/AUTHORIZED AGENT		<u>8.16.2024</u> DATE	
DATE RETURNED: _____			
RECEIVED BY: _____		PZC# _____	

**CERTIFIED MAILING  
AFFIDAVIT**

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF KENDALL )

I/We, Marker, Inc., 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

16th day of August, 2024

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



DAVID J JUNE M KISSER  
3580 CANNONBALL TRL  
YORKVILLE IL 60560

HOME DEPOT USA INC  
PROPERTY TAX DEPARTMENT 6887  
PO BOX 105842  
ATLANTA GA 303485842

AKB TRUST  
ALEX K KIRSTEN M BALOG  
2096 NORTHLAND LN  
YORKVILLE IL 60560

ABBY PROPERTIES LLC  
1951 RENA LN  
YORKVILLE IL 60560

COUNTRYSIDE CENTER INC  
514D COUNTRYSIDE CENTER  
YORKVILLE IL 60560

RIEBOCK KRISTA DUMANOVIC SASHA  
556 RED TAIL LN  
YORKVILLE IL 60560

MARJORIE J SYOEN LIV TR  
592 RED TAIL LN  
YORKVILLE IL 60560

JOEL J NICKIRAH DICKERSON  
882 GILLESPIE LN  
YORKVILLE IL 60560

KYLE DIANE HAMMOND  
2112 NORTHLAND LN  
YORKVILLE IL 60560

c o MID-AMERICA KENDALL HOLDINGS I LLC  
ONE PARKVIEW PLAZA 9TH FLR  
OAKBROOK TERRACE IL 60181

UNITED CITY OF YORKVILLE  
651 PRAIRIE POINTE DR  
YORKVILLE IL 60560

UNITED CITY OF YORKVILLE  
651 PRAIRIE POINTE DR  
YORKVILLE IL 60560

JEAN B WADSWORTH TRUST  
13491 S VAN DYKE RD  
PLAINFIELD IL 60544

ANDREW C CAROL BAUMGARDT  
656 RED TAIL CT  
YORKVILLE IL 60560

JACK ROSEMARIE GREWER  
2084 NORTHLAND LN  
YORKVILLE IL 60560

NELSON MELISSA J HEDLUND NELSON NATHAN J  
2088 NORTHLAND LN  
YORKVILLE IL 60560

JUDITH M VANT  
3630 CANNONBALL TRL  
YORKVILLE IL 60560

RICHARD VINYARD  
2123 NORTHLAND LN  
YORKVILLE IL 60560

GREENWOOD GLOBAL INC KENDALL HOLDINGS I LLC  
707 SKOKIE BLVD STE 600  
NORTHBROOK IL 60062

ZIMMERMAN PATRICIA ANDELBRADT BRANDYN  
2074 NORTHLAND LN  
YORKVILLE IL 60560

BOCK BARBARA C REV TRUST BOCK JAMES L REV TRUST  
534 RED TAIL LN  
YORKVILLE IL 60560

JEAN B WADSWORTH TRUST  
13491 S VAN DYKE RD  
PLAINFIELD IL 60544

LOWELL P IVERSON  
3814 CANNONBALL TRL  
YORKVILLE IL 60560

c o MID-AMERICA KENDALL HOLDINGS I LLC  
ONE PARKVIEW PLAZA 9TH FLR  
OAKBROOK TERRACE IL 60181

PITT EDDIE COOPER KIMBERLY M  
2078 NORTHLAND LN  
YORKVILLE IL 60560

MARLA S HARKINS  
3840 CANNONBALL TRL  
YORKVILLE IL 60560

JOSEPH E KERRY L BROWN  
608 RED TAIL CT  
YORKVILLE IL 60560

CANTER CHRISTINA E CANTER KAI  
522 RED TAIL LN  
YORKVILLE IL 60560

JERRY D PATRICIA S SHERROW  
2107 NORTHLAND LN  
YORKVILLE IL 60560

UNITED CITY OF YORKVILLE  
651 PRAIRIE POINTE DR  
YORKVILLE IL 60560

JESUS A MARIA F CARRERA  
2092 NORTHLAND LN  
YORKVILLE IL 60560

MARK R PAULEY  
510 RED TAIL LN  
YORKVILLE IL 60560

SUSAN L NORSTROM  
880 GILLESPIE LN  
YORKVILLE IL 60560

c/o MID-AMERICA KENDALL HOLDINGS I LLC  
ONE PARKVIEW PLAZA 9TH FLR  
OAKBROOK TERRACE IL 60181

LISA MARIE CARTER  
688 RED TAIL CT  
YORKVILLE IL 60560

PAUL AMY LATSCH  
624 RED TAIL CT  
YORKVILLE IL 60560

c/o MID-AMERICA KENDALL HOLDINGS I LLC  
ONE PARKVIEW PLAZA 9TH FLR  
OAKBROOK TERRACE IL 60181

GREG ULNER  
3651 CANNONBALL TRL  
YORKVILLE IL 60560

UNITED CITY OF YORKVILLE  
651 PRAIRIE POINTE DR  
YORKVILLE IL 60560

KYLYNS CROSSING HOMEOWN ASSN  
226 S BRIDGE ST  
YORKVILLE IL 60560

UNITED CITY OF YORKVILLE  
651 PRAIRIE POINTE DR  
YORKVILLE IL 60560

RANGEL ELENA LEON PAULINO  
578 RED TAIL LN  
YORKVILLE IL 60560

PRELIMINARY PLAN OF SUBDIVISION OF  
**HEARTLAND MEADOWS WEST**  
 A RESUBDIVISION OF

LOT 23 IN KENDALL HARTPLAGE BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 19 IN THE SOUTH HALF OF SECTION 28 AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 27 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS



CURVE TABLE		AREATABLE	
STATION	CHORD	AREA	PERCENT
1	1.00	0.00	0.00
2	1.00	0.00	0.00
3	1.00	0.00	0.00
4	1.00	0.00	0.00
5	1.00	0.00	0.00
6	1.00	0.00	0.00
7	1.00	0.00	0.00
8	1.00	0.00	0.00
9	1.00	0.00	0.00
10	1.00	0.00	0.00
11	1.00	0.00	0.00
12	1.00	0.00	0.00
13	1.00	0.00	0.00
14	1.00	0.00	0.00
15	1.00	0.00	0.00
16	1.00	0.00	0.00
17	1.00	0.00	0.00
18	1.00	0.00	0.00
19	1.00	0.00	0.00
20	1.00	0.00	0.00
21	1.00	0.00	0.00
22	1.00	0.00	0.00
23	1.00	0.00	0.00
24	1.00	0.00	0.00

STATION	CHORD	AREA	PERCENT
1	1.00	0.00	0.00
2	1.00	0.00	0.00
3	1.00	0.00	0.00
4	1.00	0.00	0.00
5	1.00	0.00	0.00
6	1.00	0.00	0.00
7	1.00	0.00	0.00
8	1.00	0.00	0.00
9	1.00	0.00	0.00
10	1.00	0.00	0.00
11	1.00	0.00	0.00
12	1.00	0.00	0.00
13	1.00	0.00	0.00
14	1.00	0.00	0.00
15	1.00	0.00	0.00
16	1.00	0.00	0.00
17	1.00	0.00	0.00
18	1.00	0.00	0.00
19	1.00	0.00	0.00
20	1.00	0.00	0.00
21	1.00	0.00	0.00
22	1.00	0.00	0.00
23	1.00	0.00	0.00
24	1.00	0.00	0.00

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS  
 COUNTY OF KANE

THIS IS TO CERTIFY THAT I, THOMAS J. BECK, JR., ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2000, AS THE REQUEST OF THE OWNER, I HEREBY HAVE SURVEYED, SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY: LOT 23 IN KENDALL HARTPLAGE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 19 IN THE SOUTH HALF OF SECTION 28 AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 27 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PLAN HEREON DRAWN WAS PREPARED IN ACCORDANCE WITH THE PLAT ACT AND THE ILLINOIS JOUENMENTAL CODE, SECTION 10-11, BEING THE ILLINOIS EVIDENCE OF PRACTICE. ALL DEVIATIONS ARE SHOWN IN / ELL AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT NO PART OF THE ABOVE DESCRIBED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BASED ON FIRM DATED JULY 1, 2004. ALL OF THE PROPERTY IS LOCATED IN ZONE 2 AREAS OF UNIFORM FLOODING.

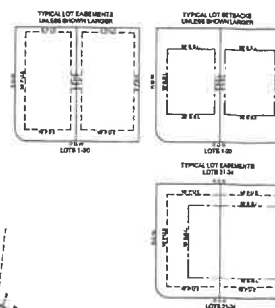
I FURTHER CERTIFY THAT ALL SUBDIVISION MONUMENTS WILL BE SET AND MAINTAINED IN ACCORDANCE WITH THE PLAT ACT AND THE ILLINOIS JOUENMENTAL CODE. THE EXISTING SUBDIVISION MONUMENTS WILL BE SET AND MAINTAINED. MONUMENTS WILL BE SET WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT SECTION 10-11 OF THE ILLINOIS PROFESSIONAL LAND SURVEYOR ACT OF 1985.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAN HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE, ILLINOIS, WHICH IS EXERCISING THE SPECIAL POWER AUTHORIZED BY PARAGRAPH 13 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

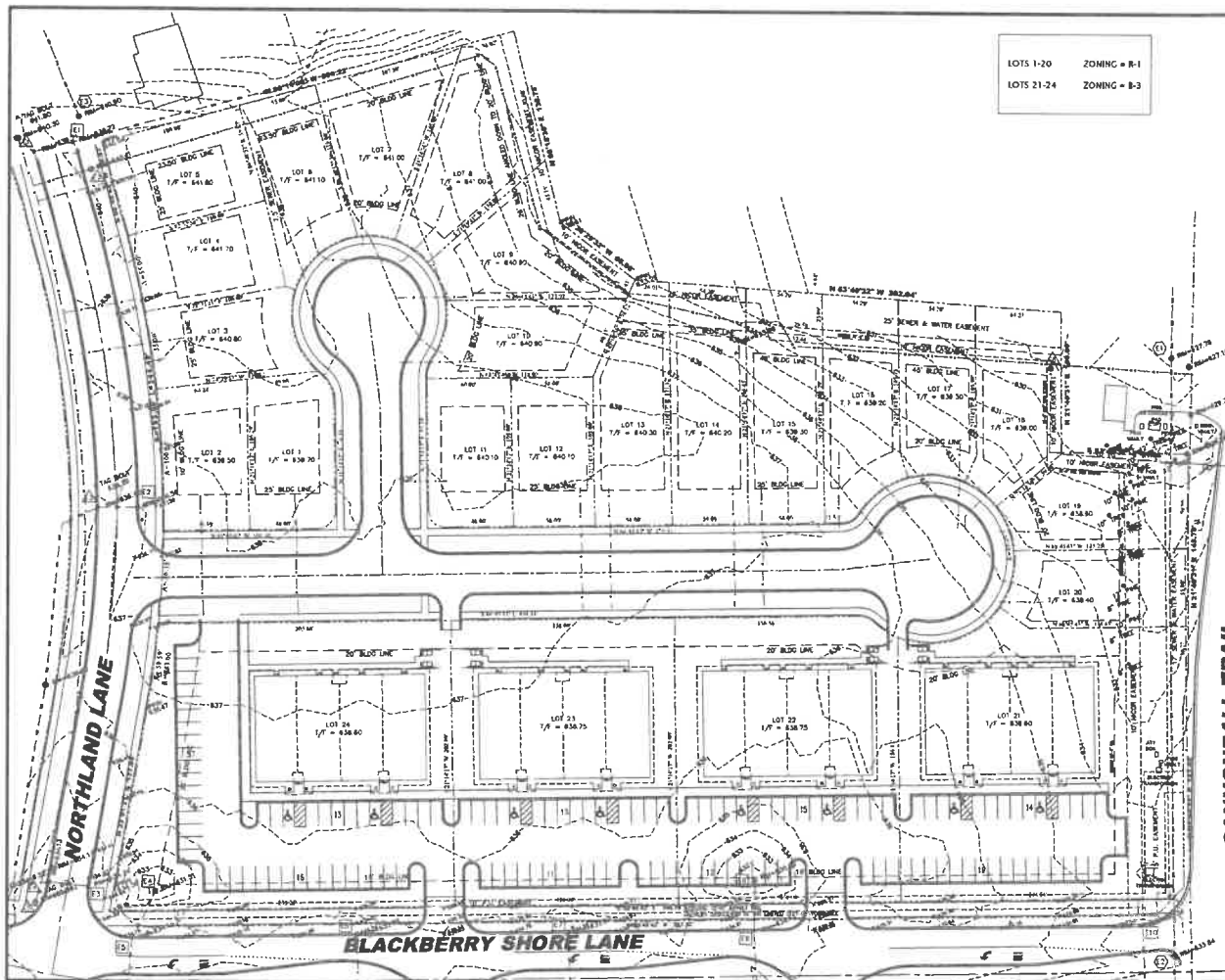
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

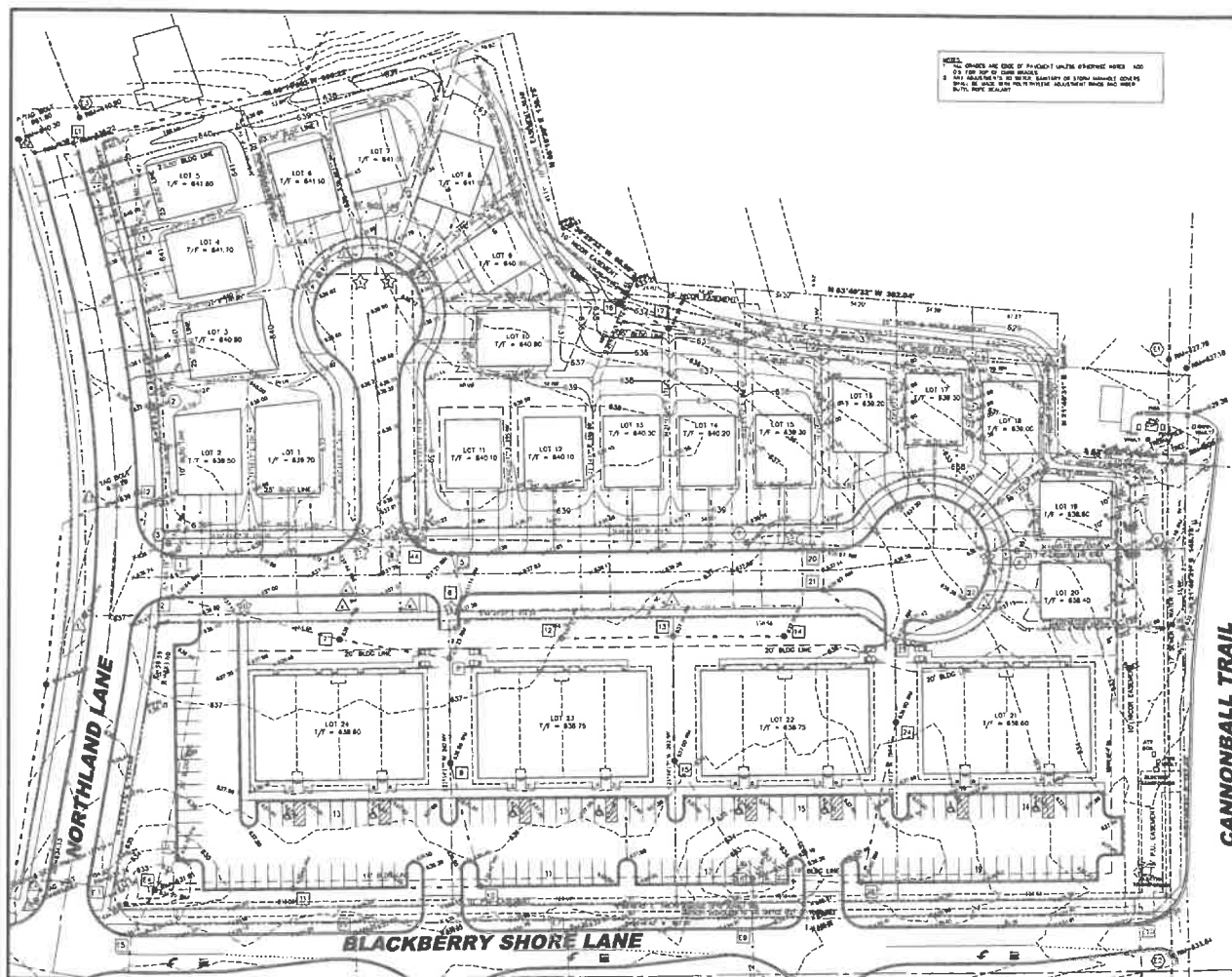
GIVEN UNDER MY HAND AND SEAL AT \_\_\_\_\_ ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

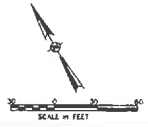
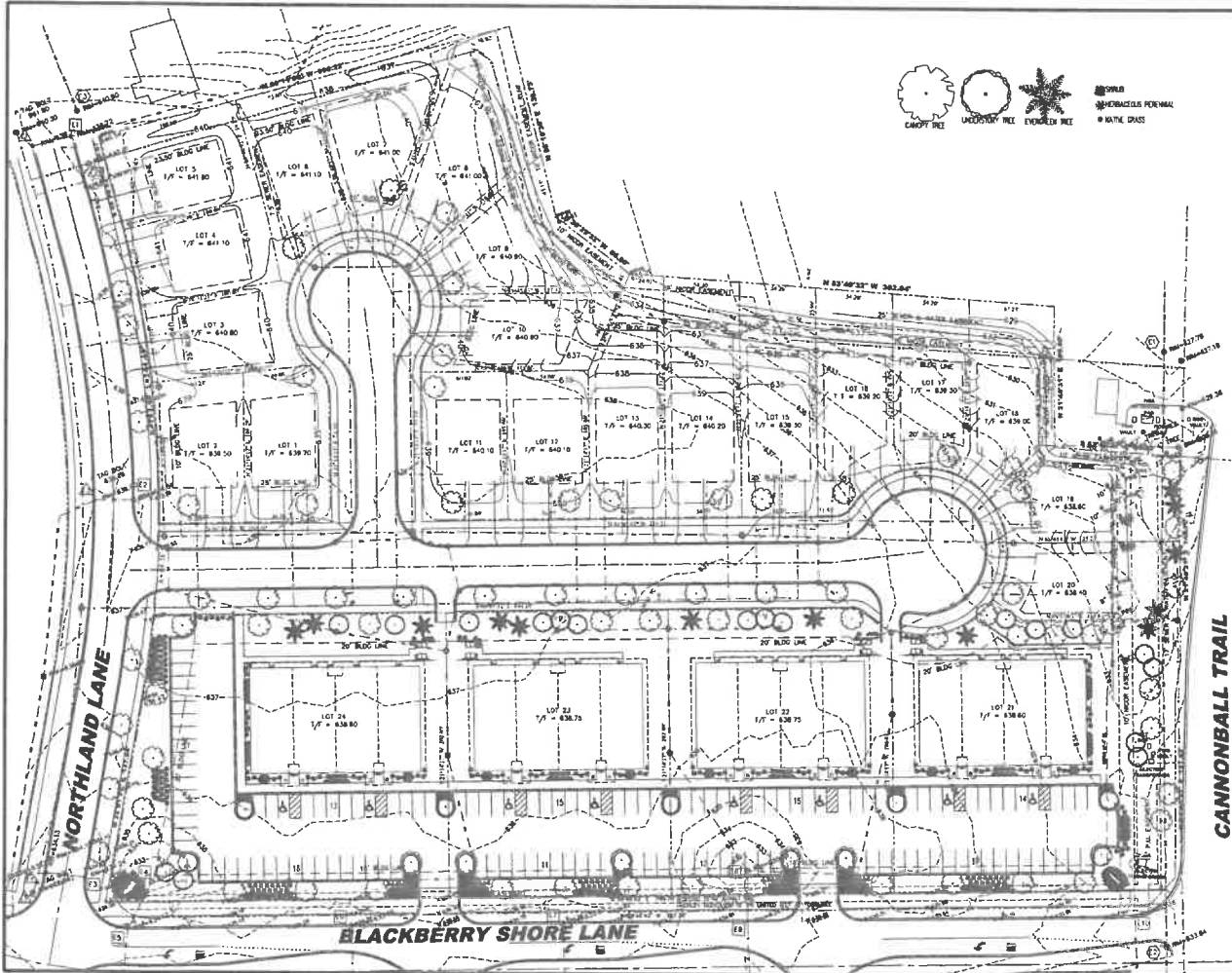
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2000  
 License Expires 11-30-2004













# Memorandum

To: Plan Council  
From: Krysti Barksdale-Noble, Community Development Director  
Date: September 30, 2024  
Subject: **PZC 2024-21 Heartland Meadows West (Kendall Marketplace)**  
Proposed PUD Amendment and Preliminary & Final PUD Plan

I have reviewed the application for Planned Unit Development (PUD) Agreement Amendment to Ord. 2006-125, as amended, for Kendall Marketplace, as well as a Landscape Plan prepared by Tebrugge Engineering, Preliminary Plat of Subdivision & Final PUD Plan for Heartland Meadows West prepared by Tebrugge Engineering, received August 22, 2024 and September 12, 2024 as submitted by Daniel Kramer on behalf of Marker Inc., petitioner.

The petitioner is seeking to amend the Kendall Marketplace Planned Unit Development (PUD) Agreement and is requesting approval for both a preliminary subdivision plat and the final PUD plan. The proposal is to develop Heartland Meadows West, a mixed-use project that includes twenty (20) single-family residential lots for an active adult community and four (4) commercial outlots. The proposed zoning designations are R-2 Single-Family Traditional Residential District for the residential area and B-3 General Retail District for the commercial area.

Additionally, the petitioner is requesting a reduction in rear yard setbacks from 40 feet to 20 feet due to a 16-inch City water main running parallel to the northern parcel line. They are also asking for a reduction in interior and corner side yard setbacks from 10 feet and 30 feet, respectively, to 5 feet. The site, approximately 8.29 acres of vacant land, is located north of Blackberry Shore Lane, between Northland Lane and Cannonball Trail, within the Kendall Marketplace development.

Based upon my review of the application documents and plans, I have compiled the following comments:

## **GENERAL ZONING/PUD AMENDMENT COMMENTS:**

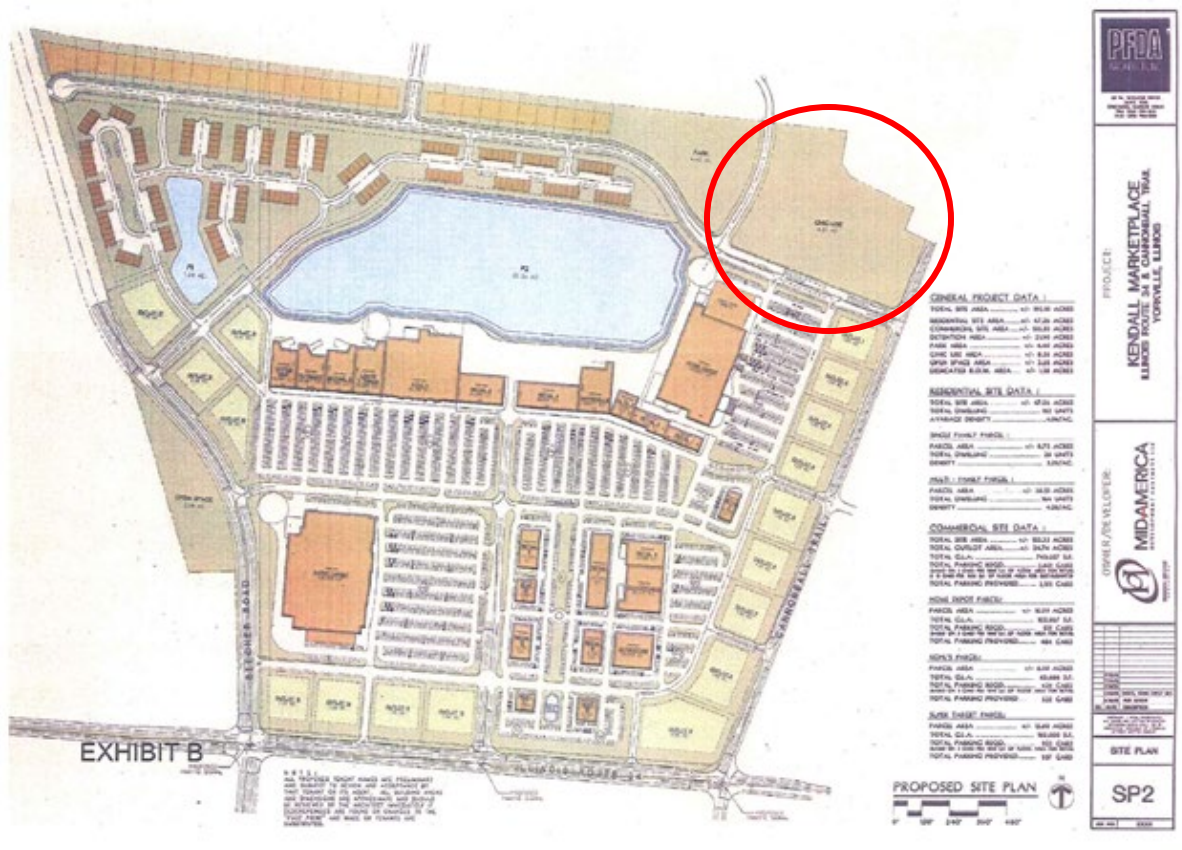
1. **ZONING** – Per Ord. 2006-125, the Kendall Marketplace development, of which the subject parcel is located within, has a PUD zoning classification to allow for uses permitted within the B-3, R-2, and R-3 zoning districts. The following are the current immediate surrounding zoning and land uses:

Zoning		Land Use
North	R-2 Single-Family Residence District	Cannonball Estates Subdivision
East	R-3 (Kendall County)	Single-Family Residential
South	Planned Unit Development (B-3)	Kendall Marketplace (Home Depot)
West	Planned Unit Development (R-3)	Kendall Marketplace (Baseball Field)
		Kendall Market Place (Townes of Kendall Marketplace)

2. **PERMITTED USES** – Per Table 10-3-12 (B) of the Yorkville Unified Development Ordinance (UDO), “single-family dwellings” are permitted land uses in the R-2 District. The B-3 District allows for a variety of commercial uses such as retail, service, entertainment, eating/drinking, medical, and vehicle related uses.



3. **LAND USE** - Per Article II of the Development Agreement (Ord. 2006-125) for Kendall Marketplace, “[t]he development of the property shall be generally pursuant to the Conceptual Plans attached hereto and incorporated herein as Exhibit “B” as illustrated below:



- a. The approved land use for subject parcel was designated for a civic use. The proposed residential and commercial uses require an amendment to the approved planned unit development.
4. **AMENDMENTS TO APPROVED PUD** – Section 10-8-8G of City’s Unified Development Ordinance (UDO) establishes criteria for major and minor planned unit development amendments. It is the finding of the Zoning Administrator that the request is deemed a major amendment to the approved Kendall Marketplace PUD based upon the (a) **increased density** and (b) **modification in the proportion of housing types**.
- a. The breakdown of change in approved land uses within the Kendall Marketplace PUD is provided in the table below:

	APPROVED PUD PLAN (Acres)	PROPOSED PUD AMENDMENT (Acres)	% CHANGE
Residential	47.26	3.33	+7%
Commercial	105.33	3.39	+3.3%
Detention	21.90	0	-
Park	4.40	0	-
Civic	8.35	0	-
Open Space	3.28	0	-
Dedicated R.O.W.	1.58	1.57	+99%
<b>TOTAL AREA</b>	<b>192.1</b>	<b>8.29</b>	

5. **DESIGN STANDARDS** – Per Article III of the Development Agreement (Ord. 2006-125) for Kendall Marketplace, there are special provisions for design standards in addition to the City’s Appearance Code, as explained below:
- a. **Residential** – Single-Family Detached Residential Units must incorporate:
    - i. Masonry products on the front façade of 75% of the total units.
    - ii. A minimum of 75% of the front façade of each building shall have masonry products. A 10% reduction will be given for each major architectural feature on the front façade.
    - iii. A minimum of 50% of each building elevations shall incorporate premium siding material.
    - iv. Primary structures shall be constructed upon either a basement or foundation – slab construction shall not be used.
    - v. **Is the petitioner seeking to revise these standards for this portion of the development? If so, how? Will elevations be provided for approval?**
    - vi. **Anti-monotony regulations provided in Section 10-7-8 of the Unified Development Ordinance shall also apply.**
  - b. **Commercial** – Commercial Design Standards are subject to:
    - i. All guidelines” within the Appearance Code section for Non-residential building design for unbuilt sites for commercial, office and institutional uses, per section 10-5-8 of the Unified Development Ordinance.
    - ii. This requires 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 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. The use of masonry products or precast concrete is encouraged on the remaining facades.
    - iii. All commercial, office and institutional buildings shall consist of solid and durable facade materials and be compatible with the character and scale of the surrounding area.
    - iv. Masonry products shall not be painted.
    - v. **Is the petitioner seeking to revise these standards for this portion of the development? If so, how? Will elevations be provided for approval?**
6. **PERMIT FEES** - Per “Exhibit D” and “ Exhibit E” of the Development Agreement (Ord. 2006-125) for Kendall Marketplace includes residential and commercial permit fees (see attached).
- a. **Is the petitioner seeking to revise any of these permit fees?**
  - b. **Water and sanitary connection fees for residential and commercial land uses are adjusted per the Commercial Purchase and Sales Agreement dated January 23, 2024 (see comment #8d).**
  - c. **School Transition Fees – The developer will provide written evidence to the City in the form of an executed resolution from the Yorkville Community School District #115 that the School Transition Fee shall be waived on all single-family residences within the proposed development due to it being an age restricted**

**community in conformity with the US Housing and Urban Development standards.**

7. **HOA – Is the developer proposing to create an HOA since no common or open space is proposed?**
8. **DEED RESTRICTION – The development shall be constructed and operated as an age-targeted community with occupancy of the housing units restricted to at least one (1) principal resident who is 55 years of age or greater which shall not be modified for a period of twenty-five (25) years from approval of the Final Planned Unit Development plan.**
9. **PUD MODIFICATION STANDARDS** - 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 not identified at least one (1) modification standard the proposed PUD will meet per Section 10-8-8D.
    - i. Staff believes modification standard #7 “Age-Targeted Development” applies, as the proposed development will include residential dwelling units, amenities, and design characteristics intended to accommodate the lifestyles and needs of senior citizens.
  - b. **Petitioner shall provide written responses to the following standards for special use and for Planned Unit Development (PUD) which will be entered into the record during the public hearing process:**
    - i. 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.
    - ii. 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.
    - iii. 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.
    - iv. 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.
    - v. 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.

- vi. 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.

### **COMMERCIAL PURCHASE & SALE AGREEMENT**

10. Per the Commercial Purchase and Sales Agreement executed on January 23, 2024 between the United City of Yorkville (“Seller”) and Heartland Meadows, LLC (“Purchaser”), petitioner, the following provisions apply:

- a. The agreement included a “Feasibility Period” and “Platting/Entitlement Period”. The feasibility review deadline was June 23<sup>rd</sup> making the deadline to submit a petition for entitlement approval by July 23<sup>rd</sup>. **Per the agreement, the purchaser has until January 23, 2025 to obtain entitlements.**
- b. **The purchaser must create a business owner’s association in conjunction with the final plat approval** providing for cross access easements among the four (4) commercial parking lot which are to be maintained by the Association in proportion to the parking area within the lot lines of each individual lot or combined lot.
- c. The commercial parcels shall be in substantial conformity with the UDO’s B-3 Zoning District or less intense zoning classifications under the B-1 and B-2 districts.
- d. The agreement permits the purchaser to **lock in the water and sanitary sewer connection fees in effect as of December 1, 2023 for five (5) years following the date of the City Council approval of the Final Plat of the subject property.**
  - i. The rate of the water connection for single-family detached residential lots on December 1, 2023 was \$5,554; the sanitary sewer connection rate was \$2,000.
  - ii. The rate of the water connection for commercial lots on December 1, 2023 is determined on meter size; the sanitary sewer connection rate was \$400 per number of drain units.
  - iii. **Attached is a sample fee sheet based upon the previously approved PUD agreement and the Commercial Purchase and Sale Agreement.**
- e. The residential lots shall have covenants limited to a 55 year and older active adult community. **The lot sizes will conform to bulk, at least to the minimum lot size and setback requirements, used by the purchaser developed for the Heartland Meadows subdivision (see comment #9).**
- f. Signage may be installed on the property at the close of the Feasibility Period provided that any signage shall conform to the UDO regulations.

### **SITE PLAN/FINAL PLAN COMMENTS:**

- 11. **R-2 SINGLE-FAMILY TRADITIONAL RESIDENCE BULK REGULATIONS** – Per the Table 10-3-9(A) Bulk and Dimensional Standards, the following compares current R-2 Single-Family Traditional Residence District standards with the proposed Planned Unit Development (PUD) for the residential lots:

	R-2 Zoning Regulations	Approved Heartland Meadows	Proposed Heartland Meadows West
Min. Lot Area	12,000 sq. ft.	5,000 sq. ft	5,000 sq. ft <sup>1</sup>
Min. Lot Width	80 feet	50 feet	Undetermined
Front Yard Setback	30 feet	25 feet	25 feet
Rear Yard Setback	40 feet	20 feet	20 feet
Side Yard Setback	10 feet	5 feet	5 feet
Corner Yard Setback	30 feet	10 feet	10 feet
Max. Lot Coverage	45%	22.5% (Entire Development) Max. 65% (Individual Lots)	Undetermined
Max. Dwelling Height	30 feet	1 story	1 story

- a. The proposed PUD does not meet the minimum lot area requirement of 12,000 sq. ft. for the R-2 district. **Is the petitioner seeking to add a request for deviation to this standard in the PUD Agreement Amendment?**
- b. The proposed PUD does not meet the minimum lot width requirement of 80 ft. for the R-2 district. **Is the petitioner seeking to add a request for deviation to this standard in the PUD Agreement Amendment? If so, please provide lot width, measured at the building setback line, for Lots #7, #8, #9, #19 and #20, so that staff may determine the minimum lot width deviation requested.**
- c. **Does the petitioner believe the maximum 45% lot coverage for the R-2 District can be met for this development or is a deviation requested for the PUD?**

12. **B-3 BULK REGULATIONS** – Per the Table 10-3-9(A) Bulk and Dimensional Standards, the following compares current B-3 General Business District standards with the proposed Planned Unit Development (PUD) for the commercial lots:

	B-3 Zoning Regulations	Proposed Heartland Meadows West
Min. Lot Area	10,000 sq. ft.	~31,700 sq. ft <sup>2</sup>
Front Yard Setback	50 feet	18 feet
Rear Yard Setback	20 feet	20 feet
Side Yard Setback	20 feet	Undetermined
Corner Yard Setback	30 feet	30 feet
Max. Lot Coverage	80%	Undetermined
Max. Building Height	80 feet	Undetermined

- a. The proposed PUD does not meet the minimum front yard setback requirement of 50 ft. (assuming Blackberry Shore Lane is the front yard) for the B-3 district. **Is the petitioner seeking to add a request for deviation to this standard in the PUD Agreement Amendment?**
- b. **For the bulk requirements listed as undetermined, staff asks the petitioner to verify they will or will not meet this standard.**

<sup>1</sup> Proposed minimum lot area is 5,851 sq. ft. Proposed maximum lot area is 9,220 sq. ft. Proposed average lot area is 7,241 sq. ft.

<sup>2</sup> Proposed min. lot area is 31,725 sq. ft. Proposed max. lot area is 44,976 sq. ft. Proposed average lot area is 44,983 sq. ft.

13. **ACCESS** – As proposed, the site has three (3) points of access. Two (2) off of Blackberry Shore Lane for the commercial lots and one (1) off of Northland Lane for the residential lots. The access points off of Blackberry Shore Lane leads to off-street parking lots for the commercial uses. The access off of Northland Lane leads to an unnamed future public roadway ending into two (2) cul-de-sacs.

- a. Connectivity – It appears the proposed two (2) access points along Blackberry Shore Lane line up with the existing access points to Home Depot in the Kendall Marketplace development to the south.
  - i. It is also noted that there are two (2) access points located at the rear of the commercial lots that connect to the future public roadway. These access points will be used by service vehicles (such as garbage trucks, delivery vehicles, and emergency services). There is no direct through-access from the commercial parking lots to the future public roadway serving the residential parcels.
- b. Cross Access/Shared Parking – According to Section 10-5-1-F of the Unified Development Ordinance, developments are encouraged to provide cross access between adjacent properties to reduce the number of access points on streets, promote shared parking, and allow vehicular movement between different land uses. **Since the proposed commercial lots meet the criteria for shared parking, the developer is required to include cross access easements for the commercial parcels in the Final Plat of Subdivision.**

14. **PARKING** - According to the Preliminary PUD Plan submitted, there are 132 total parking spaces to be provided on the property to accommodate the proposed four (4) commercial outlots as distributed by lot below:

LOT #	# of Parking Spaces Provided
21	33
22	27
23	26
24	46
<b>TOTAL</b>	<b>132</b>

- a. Per Table 10-5-1(H)(5) Minimum Parking Requirements of the Yorkville Unified Development Ordinance, staff would classify the lots, for the purposes of off-site parking, as commercial retail/service uses less than 8,000 sq. ft., 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, certain allowed reductions to the required parking may be available once final use type is determined.
  - i. **A typical parking stall dimension should be provided on Final Plan.**
- b. **Additionally, per Section 10-5-1K-1 of the Unified Development Ordinance, the developer must install the infrastructure to accommodate a minimum of three (3) electric vehicle charging stations is required.**

- c. 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 (planned unit developments), loading berths adequate number and size to serve such use, as determined by the Zoning Administrators, shall be provided. **What is the petitioner requesting as a minimum number of off-street loading space for the commercial buildings on the site?**
- 15. **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 site has an existing 10’ wide multi-use pedestrian/walking trail along Blackberry Shore Lane and sidewalk installed along the frontage of Northland Lane.
  - a. **Is the petitioner proposing to install sidewalk along Cannonball Trail?**
- 16. **DOUBLE FRONTAGE LOTS** – Section 10-7-2-D of the Unified Development Ordinance states double frontage and reverse frontage lots shall be avoided, except where necessary to overcome disadvantages of topography and orientation, and where a limited access highway, railroad right-of-way, major street, or similar situation exists.
  - a. **However, double frontage lots are permitted when adjoining a local or collector road and providing Type C Transition Yard landscaping (see comments under Landscape Plan).**
- 17. **STREET DESIGN** – Per Section 10-7-5-A of the Unified Development Ordinance, cul-de-sacs shall not exceed five hundred (500) feet in length, measured from the entrance to the center of the turn-around.
  - a. The proposed primary cul-de-sac street length is approximately 500 feet, as measured by staff. **The petitioner must verify or request deviation from this requirement.** The secondary cul-de-sac street length is approximately 200 feet.
  - b. **Islands in the center of cul-de-sacs with a minimum radius of fifteen (15) feet shall be required.** Islands shall use mountable curbing only that allows vehicular access to the islands. Islands may be planted with vegetation, however, such vegetation shall not exceed four (4) feet at maturity to allow for vision clearance across the cul-de-sac’s diameter.
    - i. **The radius of the primary cul-de-sac is 60’, the petitioner must acknowledge if an island is proposed for the primary cul-de-sac or if a deviation is requested.**
  - c. **Local Residential Street Design shall have a minimum right-of-way width of 66’ and provide the following elements on both sides of the street: sidewalk, parkway, and on-street parking.**
- 18. **COMPREHENSIVE PLAN** – The 2016 Comprehensive Plan Update designates this property as “Parks and Open Space” which is defined typically for a broad range of recreational activity, trails, and green space. However, in some instances, the Comprehensive Plan acknowledges, that open space designation may be reserved until future market demand could support commercial development. Further, the Comprehensive Plan encourages development that meets the needs of the aging population in Yorkville. Additionally, the recently adopted “Elevating Aging-in-Community/Lifecycle Living in Yorkville – A Strategic Guide” recommended the city pursue appropriate and affordable housing to support older residents staying in Yorkville.

- a. **Therefore, staff supports the proposed PUD and its consistency with the proposed underlining residential and commercial land uses as they are consistent with the previously approved Kendall Marketplace Planned Unit Development.**

#### **PRELIMINARY PLAT OF SUBDIVISION COMMENTS:**

19. **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.**

20. **STREET NAME** – Per Section 10-8-6-C-6-c-(10) of the Unified Development Ordinance, the name of each road or street in the plat shall be printed thereon, which name shall not duplicate the name of any other street, unless it is an extension thereof.

- a. **Is the petitioner proposing a name for the future dedicated cul-de-sacs?**

#### **LANDSCAPE PLAN COMMENTS:**

21. **LANDSCAPING** – Section 10-5-3 establishes landscape standards for new developments.

- a. Per staff's review, the following sections of the Landscape Plan would apply to the **commercial lots**:

- i. **Section 10-5-3-C. Building Foundation Landscape Zone** – Defer to engineer's comments.
- ii. **Section 10-5-3-D. Parking Area Perimeter Landscape Zone** – Defer to engineer's comments.
- iii. **Section 10-5-3-E. Parking Area Interior Landscape Zone** – Defer to engineer's comments.
- 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.

1. **The rear of the double-frontage commercial lots shall provide a Type C Transition Yard along the primary cul-de-sac between the commercial and residential land uses as described below:**





Table 10-5-3(F)(3) Transition Zone Types					
Specification		Type A (3)	Type B (3)	Type C (3)	Type D (3)
(a)	Minimum Zone Width (1)	8 feet	10 feet	15 feet	20 feet
(b)	Minimum Fence/Wall Height (2)	optional	optional	6 feet	6 feet
<i>Minimum Number of Landscape Elements per 100 Linear Feet</i>					
(c)	Understory Tree	optional	3	4	5
(d)	Canopy/Evergreen Tree	4	3	4	5
(e)	Shurbs/Native Grasses	optional	15	25	35
<i>Notes:</i>					
(1) Required yard setbacks may be utilized for transition zone landscape.					
(2) Fence or wall requirements may be satisfied by a solid evergreen hedge with a maximum height of six (6) feet, as approved by the Zoning Administrator.					
(3) Landscaping elements can be arranged to match to natural topography or natural features of the site and may be arranged in groupings to enhance site aesthetics as approved by the Zoning Administrator.					

- b. Per staff's review, the following sections of the Landscape Plan would apply to the **residential lots**:
- i. According to Section 10-7-3-B-4-c of the Unified Development Ordinance, a minimum of one (1) canopy tree shall be planted per every 40 linear feet of parkway.
  - ii. Parkway Trees – Section 10-7-3-B-4-c-1 of the Unified Development Ordinance **allows for the substitution of up to 25 percent of the street trees to be planted on private property within the subdivision as long as the following is met:**
    1. The trees are located on the private property within the same subdivision as the parkway trees they will be substituted for.
    2. Trees located within front yard of lot
    3. The trees provided on the private property are provided in addition to any other landscape requirements.
    4. The trees shall meet the planting specifications of Section 10-5-3-A of the Unified Development Ordinance.
    5. The trees shall enhance the visual quality of the neighborhood and achieve the same visual effects as trees planted in parkways as

proposed by the developer and approved by the Zoning Administrator.

- iii. **Developer shall provide the percentage of parkway trees proposed to be planted on private property for the residential lots. If amount exceeds 25%, a deviation in the PUD is required.**

22. **SIGNAGE** – The petitioner has not provided a signage plan for the Heartland Meadows West development.

- a. **Are monument signs proposed on the commercial and residential lots?**
  - i. **If so, will they meet Chapter 6 – Sign Standards of the Unified Development Ordinance or will a deviation be needed?**
  - ii. **Staff recommends a sign sample be presented for the commercial multi-tenant monument signs.**



October 3, 2024

Ms. Krysti Barksdale-Noble  
Community Development Director  
United City of Yorkville  
651 Prairie Pointe  
Yorkville, IL 60560

**Re: Heartland Meadows West  
PUD Amendment Submittal – 1<sup>st</sup> Submittal  
United City of Yorkville**

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Civil Site Plan (1 sheet) dated August 12, 2024, and prepared by Tebrugge Engineering
- Final Plan (1 sheet) dated August 12, 2024, and prepared by Tebrugge Engineering
- Landscape Plan (1 sheet) dated August 12, 2024, and prepared by Tebrugge Engineering
- Preliminary Plat of Subdivision (2 sheets), and prepared by Dale Floyd Land Surveying
- Other supporting documents

Our review of these plans and reports are to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

### **General**

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies.
  - IEPA NPDES General Construction Permit may be 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.
  - City of Yorkville Stormwater Management Permit and supporting documentation
2. The following will need to be submitted with Final Engineering Plans:
- a. Truck turning exhibits for delivery and emergency vehicles
  - b. Photometric plan
  - c. Storm Sewer Calculations
  - d. Engineer's Opinion of Probable Costs
3. Additional forms and information can be found at <https://www.yorkville.il.us/333/Engineering-Department>.

#### **Final & Civil Site Plan**

We have completed a cursory review of the preliminary engineering plans. A detailed review will be completed with the submittal of final engineering. The following comments should be considered when developing final engineering.

- 4. The water main on Cannonball south of the BP/PRV station is in a different pressure zone from the main on Northland Avenue. The subdivision should be in the pressure zone associated with the main on Northland. Therefore, the second water main connection needs to be moved from the main on Cannonball to the 12" water main located on the south side of Blackberry Shore Lane.
- 5. Proposed information for the water, sanitary and storm and all utility conflicts needs to be provided with final engineering (only layout is shown on the provided plan sheet).
- 6. The final engineering plans must include specifications and construction details.
- 7. Erosion control/SWPPP sheets must be included at final engineering.
- 8. The City should confirm that the configuration of the proposed curb cuts and service drives off of the public street for the townhome dumpster enclosures is acceptable. If so, the western one needs to connect to the dumpster area.
- 9. Detention is provided in the Kendall Marketplace detention basin. The existing manhole E4 is the appropriate connection point to the storm sewer. The condition of the manhole needs to be assessed including room for the proposed storm sewer connection with the manhole configuration.
- 10. Sanitary manhole 5 should be moved out of the driveway.

11. The engineer should confirm the dimensions from the sanitary sewer to the buildings between lots 19 and 20 and the proposed depth.
12. Label the proposed streets with street names.
13. The dimensions of the cul-de-sac and the proposed street widths need to be shown.
14. The water and sanitary services for the commercial buildings are not shown.
15. The emergency overland flow route for the site will need to be shown on the plans and designed with Bulletin 75 rainfall data and must conform to the master stormwater plan for the development.

#### **Landscape Plan**

16. The comments in the attached review letter from the City's landscaping consultant must be addressed and a revised landscaping plan submitted.

#### **Preliminary Plat of Subdivision**

17. A date and location map need to be added to the plat.
18. The locations and names of adjacent lots/subdivisions should be shown.
19. The zoning of adjacent contiguous parcels should be listed.
20. The width of all existing adjacent streets should be labeled.
21. Label the size of and document numbers for all existing easements in the subdivision.
22. Use the standard, unaltered United City of Yorkville certificates for the final plat.
23. Label the size of the easement between Lots 15 and 16.
24. Lots 1 through 20 do not conform to the R-1 district requirements for lot area, minimum lot width, building setbacks, and minimum side and rear yards. We understand a PUD is being sought.
25. Lots 21 through 24 do not conform to the B-3 district requirements for lot area, minimum lot width, building setbacks and minimum side and rear yards. We understand a PUD is being sought.
26. A 10' (minimum) public utility and drainage easement is required for rear yards.
27. The storm sewer across the rear of Lots 10, 13, 14, 15, 16, 17 and 18 must be in an easement.
28. Label the easements on the plat between lots 19 and 20.

29. Show and label the easements over lots 21 through 24.
30. Revise Exterior boundary dimensions C21 and C22.
31. The IDOT certificate should be removed.
32. Add the name and address of the owner, developer and surveyor to the plat.

If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.  
Chief Operating Officer / President

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)  
Ms. Erin Willrett, Assistant City Administrator (via email)  
Mr. Eric Dhuse, Director of Public Works (via email)  
Mr. Pete Ratos, Building Department (via email)  
Ms. Dee Weinert, Admin Assistant (via email)  
Ms. Gina Nelson, Admin Assistant (via email)  
Ms. Jori Behland, City Clerk (via email)  
Mr. Greg Marker, Marker, Inc. (via email)  
Mr. Dan Kramer (via email)  
Mr. John Tebrugge, Tebrugge Engineering (via email)  
TNP, PGW2, EEI (via e-mail)

# *Hey and Associates, Inc.*

Engineering, Ecology and Landscape Architecture

*8755 W. HIGGINS ROAD, SUITE 853*

*CHICAGO, ILLINOIS 60631*

*PHONE (773) 693-9200*

*FAX (773) 693-9200*

September 25, 2024

Pamela Whitfield, PE, CFM  
Senior Project Engineer II  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

Project No.: 21-0275 AM

Re: Landscape Plan Review  
Heartland Meadows West

Dear Pamela:

We have completed our first landscape plan review of the proposed Heartland Meadows West development located northwest of Blackberry Shore Lane and Cannonball Trail in Yorkville.

## **Landscape Plan – NOT RECOMMENDED FOR APPROVAL**

For reasons described below, this landscape plan is not recommended for approval at this time. A response letter from the petitioner which addresses all review comments should be provided with their next submittal.

### **REVIEW COMMENTS**

Comments must be addressed before landscape plan approval can be recommended. If there are any changes to the proposed project, additional comments may be provided. Please note that the requirements of each section are in addition to the requirements of all other sections of the ordinance (i.e., trees and other plant materials cannot be "double counted" to meet multiple requirements).

### **Building Foundation Landscape Zone**

The graphic symbols used on the plan are illegible and plant species names, quantities, and sizes are not given. Requirements are not met.

### **Parking Area Perimeter Landscape Zone**

The graphic symbols used on the plan are illegible and plant species names, quantities, and sizes are not given. Requirements are not met.

### **Parking Area Interior Landscape Zone**

The graphic symbols used on the plan are illegible and plant species names, quantities, and sizes are not given. Parking area islands shall be spaced not more than 10 continuous spaces apart. Requirements are not met.

### **Transition Zone**

The graphic symbols used on the plan are illegible and plant species names, quantities, and sizes are not given. A Type A Transition Zone is required along Northland Lane between the proposed office development and adjacent commercial development. A Type C Transition Zone is required between the proposed office development and proposed residential development. Requirements are not met.

### **Species Diversity Requirements**

Compliance with species diversity requirements cannot be assessed at this time due to lack of information on the plan. Requirements are not met.

### **Tree Preservation and Removal**

A review of Google Earth and Google Streetview imagery suggests there are trees on the subject property, but no tree inventory, preservation/removal plan, or replacement plan is provided. Requirements are not met.

### **Street Trees**

A minimum of 1 canopy tree is required per every 40 linear feet of parkway. Requirements are not met.

### **Wetlands**

A review of Google Earth and Google Streetview imagery suggests there are no wetlands on the subject property.

### **SUMMARY**

This review was based upon the following documents, pursuant to relevant landscape requirements of the City's Unified Development Ordinance and Wetland Regulations.

- Landscape Plan, 1 sheet, prepared by Tebrugge Engineering, not dated

Let us know if there are any questions or comments.

Sincerely,



Tim Pollowy, PLA, ASLA  
Senior Landscape Architect





**Yorkville Police Department Memorandum**  
**651 Prairie Pointe Drive**  
**Yorkville, Illinois 60560**  
**Telephone: 630-553-4340**  
**Fax: 630-553-1141**

**Date:** September 9, 2024  
**To:** Krysti Barksdale-Noble (Community Development Director)  
**From:** James Jensen (Chief of Police)  
**Reference:** Plan Review: PZC 2024-21  
List Project Name: Heartland Meadows West  
List Applicant Name: Greg Marker  
List Project Manager: Greg Marker  
List Project Location: 721 Blackberry Shore Lane, Yorkville, IL

Please see comments listed below pertaining to the project referenced above:

**Signage**

Handicapped Signage Required:   X   Yes        No

**\*\*Signage must meet MUTCD Standards**

**\*\*Fine amount must be listed on sign**

Speed Limit Signage Required/Recommended   X   Yes        No

School Zone Special Signage        Yes        No

Special Speed Zone Signage Requested        Yes        No

Comments: **Properly posted speed limit signs should be placed on Northland Lane and Blackberry Shore Lane, along with interior roadways of the development**

No Parking Signage Required?   X   Yes        No

  X   No Parking After 2" Snow Fall

No Parking Locations: **Current no parking signs are posted along Northland and Blackberry Shore. These no parking zones should remain the same.**

Dedicated parking signage needed?        Yes   X   No

  X   Located by Park – **This development is located next to a park. Parking is allowed on the park side of the street and already posted.**

       School



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\_\_\_\_ Common Parking Area

Are there Street Name Conflicts?

\_\_\_\_ Yes    **X** No

Comments:

Pedestrian/Bike Path Crossing Signage?

**X** Yes    \_\_\_\_ No

Comments: **Proper signage should be included if a bike path will be added to the development.**

NO Construction Traffic Signage being requested?

**X** Yes    \_\_\_\_ No

Location: **Construction traffic should be kept only to Northland Lane (entrance to development) and Blackberry Shore Lane. Construction traffic should not go into the subdivision.**

*\*\*\*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 MUTCD Standards specific to location, size, color, and height levels\*\*\**

## **Roadway**

Street Width: **If parking is allowed on both sides of the roadway there needs to be room for vehicular traffic.**

Should parking be allowed on BOTH sides of road? \_\_\_\_ Yes    \_\_\_\_ No

Should parking be restricted to fire hydrant side? \_\_\_\_ Yes    \_\_\_\_ No

Center Roadway Medians:

\_\_\_\_ Yes    \_\_\_\_ No

Limit Parking on Median?

\_\_\_\_ Yes    \_\_\_\_ No

Signage Needed?

\_\_\_\_ Yes    \_\_\_\_ No

Room for Emergency Veh. w/ one lane Obstructed?

\_\_\_\_ Yes    \_\_\_\_ No

Do you have intersection Concerns?

**X** Yes    \_\_\_\_ No

Comments: **Northland Lane can be very busy when there are games being played at the ball fields. Careful attention should be paid to signage and landscaping for site line issues.**

## **Landscape**



## Yorkville Police Department Memorandum

651 Prairie Pointe Drive  
Yorkville, Illinois 60560  
Telephone: 630-553-4340  
Fax: 630-553-1141

Low Growth or Ground Cover Landscaping? ☐ Yes ☐ No  
Low Growth or Ground Cover Landscaping by windows? ☐ Yes ☐ No  
Low Growth or Ground Cover Landscaping by Entrances ☒ Yes ☐ No

\*\*\*Landscaping located near the entrance/exits should include ONLY low growth or ground cover so as to not obstruct site lines\*\*\*

### Ingress / Egress

Entrance/Exits match up with adjacent driveways? ☐ Yes ☒ No  
Total Entrance/Exits for development? 3

Are vehicle entrance/exits safe? ☐ Yes ☐ No  
Are warning signs for cross traffic requested? ☒ Yes ☐ No

Raised Median & Signage for Right in & Right Out? ☐ Yes ☒ No  
Concerns: \_\_\_\_\_

Emergency Contact for after hours during construction: \_\_\_\_\_  
\_\_\_\_\_

Is this a gated or controlled access development? ☐ Yes ☒ No  
If yes, will police & Fire and Access? ☐ Yes ☐ No

### Miscellaneous

Individual Mailboxes? ☐ Yes ☒ No  
Cluster Mailbox Kiosks? ☒ Yes ☐ No  
Will this cause traffic choke points? ☒ Yes ☐ No

Comments: **Will there be individual, or cluster mailbox kiosks being used? If they will be using cluster mailbox kiosks they should be placed so as not to disrupt the flow of traffic.**

Are sidewalks being planned for the development? ☒ Yes ☐ No



## Yorkville Police Department Memorandum

651 Prairie Pointe Drive  
Yorkville, Illinois 60560  
Telephone: 630-553-4340  
Fax: 630-553-1141

Are sidewalk crosswalks needed? ☒ Yes ☐ No  
Are there bike paths planned for the subdivision? ☐ Yes ☒ No  
Proper Signage needed for bike paths ☒ Yes ☐ No  
☒ Stop Signs ☐ Yield Signs ☒ NO Motorized Vehicles  
☐ Trespassing ☐ Other \_\_\_\_\_

Are there HOA Controlled Roadway OR Parking Areas? ☒ Yes ☐ No  
Comments: **This is an age restricted HOA. City is responsible for roadways.**

Who is responsible for re-surfacing and re-striping? **This is an age restricted HOA. All streets are maintained and plowed by the City of Yorkville.**

### Security

Will security cameras be in use? ☐ Yes ☒ No  
Comments: **Cameras can be installed by individual owners.**

Will the business/management provide the police department remote access to the camera system (User credentials only)? ☐ Yes ☐ No  
Comments:

What are the business Hours of Operation? \_\_\_\_\_

Will the property be alarmed? ☐ Yes ☐ No  
Comments:

Will you provide Floor Plans/Maps to the police department ☐ Yes ☐ No  
Comments: **Will building floor plans be made available in case of an emergency for law enforcement use?**

Will a Knox Box be placed on Site? ☐ Yes ☐ No  
Location of Knox Box:



## **Yorkville Police Department Memorandum**

**651 Prairie Pointe Drive**

**Yorkville, Illinois 60560**

**Telephone: 630-553-4340**

**Fax: 630-553-1141**

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.

STATE OF ILLINOIS                 )  
  ) ss  
COUNTY OF KENDALL             )

200700002839  
Filed for Record in  
KENDALL COUNTY, ILLINOIS  
PAUL ANDERSON  
01-24-2007 At 11:47 am.  
ORDINANCE                 71.00  
RHSP Surcharge             10.00

**ORDINANCE NO. 2006- 125**

**AN ORDINANCE AUTHORIZING THE EXECUTION  
OF AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR  
KENDALL MARKETPLACE**

WHEREAS, it is prudent and in the best interest of the UNITED CITY OF YORKVILLE, Kendall County, Illinois, to enter into a certain amended and restated Development Agreement for Kendall Marketplace (Attached hereto and made a part hereof as "Exhibit "A") pertaining to certain real estate described in the Agreement; and

WHEREAS, a draft of the restated and amended Development Agreement has been considered by the City Council; and


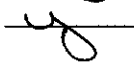
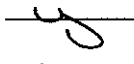

WHEREAS, the legal owners of record of the territory which is the subject of said Development Agreement are ready, willing and able to enter into said Development Agreement and to perform the obligations as required hereunder; and

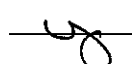
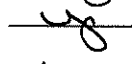
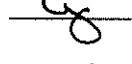

WHEREAS, the procedures for the execution of said Development Agreement have been fully complied with; and

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AS FOLLOWS;

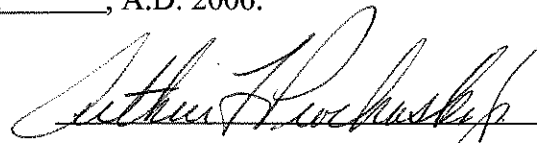
Section 1: The Mayor and the City Clerk are herewith authorized and directed to execute, on behalf of the City, the amended and restated Development Agreement, a copy of which is attached hereto and made a part hereof as Exhibit "A"

Section 2: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

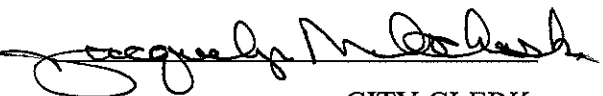
JAMES BOCK   
VALERIE BURD   
JASON LESLIE   
ROSE SPEARS 

JOSEPH BESCO   
PAUL JAMES   
MARTY MUNNS   
DEAN WOLFER 

Approved by me, as Mayor of the United City of Yorkville, Kendall County,  
Illinois, this 24 Day of October, A.D. 2006.

  
MAYOR

Passed by the City Council of the United City of Yorkville, Kendall County,  
Illinois this 24 day of October, A.D. 2006.

ATTEST:   
CITY CLERK

Prepared by:

John Justin Wyeth  
City Attorney  
United City of Yorkville  
800 Game Farm Road  
Yorkville, IL 60560



**DEVELOPMENT AGREEMENT**  
**'Kendall Marketplace'**

This Development Agreement, hereinafter referred to as "Agreement", is made and entered into this 24 day of OCTOBER, 2006 by and between, Cannonball LLC, hereinafter referred to as "DEVELOPER" and the United City of Yorkville, Illinois, a Municipal Corporation, hereinafter referred to as "CITY". The DEVELOPER and the CITY may hereinafter be referred to as the Parties.

**WITNESSETH**

WHEREAS, the DEVELOPER is the contract purchaser of certain real property, hereinafter referred to as the "Property", located in the CITY and legally described as set forth in Exhibit "A" attached hereto and incorporated by references as if more fully set forth; and

WHEREAS, the Property is generally located at the northwest corner of US 34 and Cannonball Trail and consists of approximately 193 acres; and

WHEREAS, the DEVELOPER seeks a PUD zoning classification to allow for uses permitted within the B-3, R-2 and R-3 zoning classifications to exist on the property;

WHEREAS, the CITY has determined that the terms and conditions set forth herein will serve a public use and will promote the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of the CITY; and

WHEREAS, the DEVELOPER, its vendors, grantees, assigns, successors, trustees and all others holding interest in the property now or in the future, agree and enter into this contract, which shall operate as a covenant running with the land and be binding upon any developer and its representatives, and future owners of the land;

NOW, THEREFORE, the CITY and DEVELOPER, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

**ARTICLE I**

**GENERAL COMPLIANCE WITH ORDINANCES**

DEVELOPER hereby agrees to comply with all CITY ordinances, and this Agreement shall alter said ordinances only as specifically set forth herein. Where the ordinances of the CITY conflict with the provisions herein, this Agreement shall control.



## ARTICLE II

### PROPERTY DEVELOPMENT

The Development of the Property shall be generally pursuant to the Conceptual Plans attached hereto and incorporated herein as Exhibit "B".

The development of the subject real property described in the attached Exhibit "A" shall be subject to approval of all Ordinances of the CITY; Site Plan approval, engineering approval (by CITY staff or outside review engineering consultant as elected by the CITY) and Site Plan approval by the City Council in conformance with the United City of Yorkville Zoning Ordinance, Subdivision Control Ordinance, City Reimbursement of Consultants and Review Fees Ordinances, Municipal Building Fee, City Land-Cash Ordinance, and City Development Fee Ordinance, payable at the time of Site Plan approval, which have been voluntarily contracted to between the parties and agreed to by DEVELOPER. All said fees are described in the attached Exhibits 'D' and 'E'.

DEVELOPER agrees that the Final Site Plan shall substantially comply with all requirements as set out in the United City of Yorkville Zoning Ordinance and Subdivision Control Ordinance currently in effect when development approval is requested, unless provided for differently in this Agreement.

Utilities and Public Improvements. That On-Site infrastructure construction and engineering shall be governed by the standards contained in the Yorkville Subdivision Control Ordinance and other applicable Ordinances unless specifically addressed in this agreement, in which case this agreement shall control.

## ARTICLE III

### SPECIAL PROVISIONS

DESIGN STANDARDS: The below design standards are in addition to the required standards of the CITY regulated by the City's Appearance Code (Title 8, Chapter 15).

1. Single-Family Detached Residential Unit Design Standards:
  - a. Masonry products\* shall be incorporated on the front façade\* of 75% of the total units.
  - b. A minimum of 75% of the front façade\* of each building shall incorporate masonry products\*. A 10% reduction of the required masonry area will be given for each major architectural feature on the front façade.
  - c. A minimum of 50% of each building elevation shall incorporate premium siding material\*

- d. Primary structures shall be constructed upon either a basement or foundation – ‘slab’ construction shall not be used.
2. Single-Family Attached Residential Unit Design Standards:
- a. Masonry products\* shall be incorporated on the front façade\* of 100% of the total townhome buildings.
  - b. A minimum of 50% of the front façade\* of each building shall incorporate masonry products\*.
  - c. A minimum of 50% of each building elevation shall incorporate premium siding material\*.
  - d. Each unit shall include two (2) enclosed parking spaces.
3. Commercial Design Standards:
- a. All ‘Guidelines’ within the Appearance Code section ‘V Criteria For Appearance, 4. Non-Residential, b. Building Design, 1. Commercial, Office and Institutional Uses, b. Guidelines for unbuilt sites’ shall be required applications.
  - b. Signage:
    - i. All free standing monument signage must include a 100% masonry product\* base no less than the width of the sign area.
  - c. The retail user known and labeled on the Concept and Preliminary PUD Plans as “Home Depot” shall be permitted fencing surrounding the outdoor sales area at the north side of the building to be up to twenty feet (20’) in height.

## RESIDENTIAL FEES

- 1. In addition to all required application, permit and connection fees the following fees shall be collected for each residential unit at time of Building Permit:
  - a. \$2,000 City Road Fee
  - b. \$1,549 County Road Fee

## CANNONBALL TRAIL OFF-SITE LANDSCAPING

The DEVELOPER agrees to provide the owners of the properties along the east side of Cannonball Trail directly adjacent to the Subject Property and depicted on Exhibit “C” with the following:

- 1. A landscape plan designed specifically for the Cannonball Trail frontage of their property that will minimize the visual impact of the development of the subject property;
- 2. All plant material necessary to implement the landscape plan and installation of said plant material;

The landscape contribution to the adjacent property owners is subject to the following conditions:

1. Mutual agreement between the DEVELOPER and the adjacent property owners of the appropriate landscape plan;
2. The adjacent property owners will grant the DEVELOPER a construction easement to install the landscaping;

#### SIGNAGE

The CITY agrees to permit special signage for the Subject Property as detailed in Exhibit "F" and including two (2) pylon signs 29'-4" in height and 191.5 square feet in sign area;

#### ARTICLE IV

##### EFFECTIVE DATE

The effective date of this Agreement shall be the date this Agreement is approved and executed and delivered by the DEVELOPER and CITY.

#### CITY:

UNITED CITY OF YORKVILLE,  
an Illinois municipal corporation

By: 

Title: Mayor

Attest: 

Title: City Clerk

Dated: 11/19/07

#### DEVELOPER:

CANNONBALL, LLC

By: The Harlem Irving Companies,  
Inc.

an Illinois corporation, Manager

By: 

DONALD W. BAILEY, VICE PRESIDENT

Attest: 

GREGORY E. FIX, GENERAL COUNSEL

Dated: 11/17/07

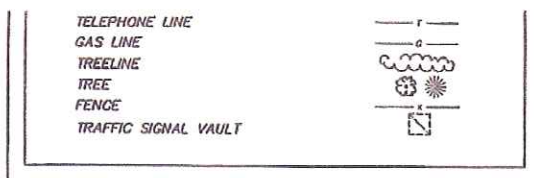


Exhibit "A"

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 19, PART OF THE SOUTH 1/2 OF SECTION 20 AND PART OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF SAID SOUTH EAST 1/4 SECTION 19; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTH EAST 1/4 310.20 FEET; THENCE WESTERLY PERPENDICULAR TO SAID EAST LINE 198.0 FEET FOR THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE LAST DESCRIBED COURSE 198.0 FEET; THENCE SOUTH ALONG SAID EAST LINE 310.20 FEET TO SAID SOUTH EAST CORNER; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH WEST 1/4 OF SECTION 29, 429.15 FEET TO THE CENTER LINE OF U.S. ROUTE NO. 34; THENCE EASTERLY ALONG SAID CENTER LINE, WHICH FORMS AN ANGLE OF 95 DEGREES, 41 MINUTES, 25 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 2059.30 FEET TO THE CENTER LINE EXTENDED SOUTHERLY OF CUT-OFF ROAD; THENCE NORTHERLY ALONG SAID CUT-OFF ROAD CENTER LINE EXTENDED AND SAID CENTER LINE WHICH FORMS AN ANGLE OF 106 DEGREES, 47 MINUTES, 23 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 1816.44 FEET TO THE NORTH WEST CORNER OF OAK KNOLLS SUBDIVISION; THENCE NORTHERLY ALONG SAID CUT-OFF ROAD CENTER LINE WHICH FORMS AN ANGLE OF 180 DEGREES, 26 MINUTES, 14 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 746.59 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 86 DEGREES, 39 MINUTES, 00 SECONDS WITH THE CENTER LINE OF CUT-OFF ROAD GOING NORTHERLY FROM THE LAST DESCRIBED POINT, MEASURED COUNTER CLOCKWISE THEREFROM, 441.97 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 33 DEGREES, 20 MINUTES, 00 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 65.90 FEET; THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 38 DEGREES, 44 MINUTES, 00 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 138.82 FEET; THENCE WESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 271 DEGREES, 25 MINUTES, 4 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTER CLOCKWISE THEREFROM, 2658.89 FEET TO A POINT ON THE EAST LINE OF SAID SOUTH EAST 1/4 OF SECTION 12 WHICH IS 147.18 FEET SOUTH OF THE NORTH EAST CORNER OF SAID SOUTH EAST 1/4; THENCE WESTERLY ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 580.80 FEET; THENCE WESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 176 DEGREES, 11 MINUTES, 47 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTER CLOCKWISE THEREFROM, 258.97 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST 1/4 WHICH IS 1826.22 FEET EASTERLY OF THE CENTER OF SAID SECTION 19; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 62 DEGREES, 59 MINUTES, 10 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 2411.25 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF U.S. ROUTE NO. 34 AND THE CENTERLINE OF CANNONBALL TRAIL; THENCE NORTH 21 DEGREES, 49 MINUTES, 35 SECONDS EAST ALONG THE CENTERLINE OF CANNONBALL TRAIL, 555.0 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 68 DEGREES, 10 MINUTES, 25 SECONDS WEST, 48.0 FEET, THENCE SOUTH 21 DEGREES, 49 MINUTES, 35 SECONDS WEST, PARALLEL TO SAID CENTERLINE OF CANNONBALL TRAIL, 470.0 FEET; THENCE SOUTH 57 DEGREES, 49 MINUTES, 35 SECONDS WEST, 74.81 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID U.S. ROUTE NO. 34; THENCE EASTERLY ALONG SAID NORTHERLY LINE, 96.05 FEET TO THE CENTERLINE OF CANNONBALL TRAIL; THENCE NORTH 21 DEGREES, 49 MINUTES, 35 SECONDS EAST, ALONG SAID CENTERLINE, 502.78 FEET TO THE POINT OF BEGINNING, AND EXCEPT THAT PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP AND RANGE AFORESAID, 429.15 FEET TO THE CENTERLINE OF U.S. ROUTE NO. 34; THENCE EASTERLY ALONG SAID CENTERLINE, WHICH FORMS AN ANGLE OF 95 DEGREES 41 MINUTES 25 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 2059.30 FEET TO THE CENTERLINE EXTENDED SOUTHERLY OF CANNONBALL TRAIL; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID CANNONBALL TRAIL, WHICH FORMS AN ANGLE OF 106 DEGREES 47 MINUTES 23 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 1816.44 FEET TO THE NORTHWEST CORNER OF OAK KNOLLS SUBDIVISION; THENCE CONTINUING NORTHERLY ALONG SAID CENTERLINE, WHICH FORMS AN ANGLE OF 180 DEGREES 26 MINUTES 14 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 746.59 FEET FOR THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 94 DEGREES 29 MINUTES 17 SECONDS WITH SAID CENTERLINE, MEASURED CLOCKWISE THEREFROM, 140.00 FEET; THENCE SOUTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 85 DEGREES 30 MINUTES 43 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM AND PARALLEL WITH SAID CENTERLINE, 100.00 FEET; THENCE EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 94 DEGREES 29 MINUTES 17 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 140.00 FEET TO SAID CENTERLINE; THENCE NORTHERLY ALONG SAID CENTERLINE, WHICH FORMS AN ANGLE OF 85 DEGREES 30 MINUTES 43 SECONDS WITH THE LAST DESCRIBED COURSE, 100.00 FEET TO THE POINT OF BEGINNING), IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

To Mid America, and Chicago Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes Items 1, 2, 3, 4, 7a, 8, 10, and 11a of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Illinois, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Dated at Yorkville, Illinois, March 22, 2006.

*Craig L. Duy*  
Craig L. Duy, IPLS No. 3359  
License Expiration: 11/30/2008





**GENERAL PROJECT DATA :**

TOTAL SITE AREA ..... +/- 192.30 ACRES  
RESIDENTIAL SITE AREA ..... +/- 47.26 ACRES  
COMMERCIAL SITE AREA ..... +/- 105.33 ACRES  
DETENTION AREA ..... +/- 2.590 ACRES  
PARK AREA ..... +/- 4.40 ACRES  
CIVIC USE AREA ..... +/- 8.33 ACRES  
OPEN SPACE AREA ..... +/- 3.28 ACRES  
DEDICATED R.O.W. AREA ..... +/- 1.58 ACRES

**RESIDENTIAL SITE DATA :**

TOTAL SITE AREA ..... +/- 47.26 ACRES  
TOTAL DWELLING ..... 192 UNITS  
AVERAGE DENSITY ..... 4.06/AC.

**SINGLE FAMILY PARCEL :**

PARCEL AREA ..... +/- 8.75 ACRES  
TOTAL DWELLING ..... 28 UNITS  
DENSITY ..... 3.20/AC.

**MULTI - FAMILY PARCEL :**

PARCEL AREA ..... +/- 38.51 ACRES  
TOTAL DWELLING ..... 164 UNITS  
DENSITY ..... 4.26/AC.

**COMMERCIAL SITE DATA :**

TOTAL SITE AREA ..... +/- 105.33 ACRES  
TOTAL OUTLOT AREA ..... +/- 24.74 ACRES  
TOTAL G.L.A. .... 743,057 S.F.  
TOTAL PARKING REQD. .... 3,831 CARS  
BASED ON 3 CARS PER 1000 S.F. OF FLOOR AREA FOR RETAIL  
& 10 CARS PER 1000 S.F. OF FLOOR AREA FOR RESTAURANTS  
TOTAL PARKING PROVIDED ..... 3,911 CARS

**HOME DEPOT PARCEL:**

PARCEL AREA ..... +/- 10.59 ACRES  
TOTAL G.L.A. .... 102,167 S.F.  
TOTAL PARKING REQD. .... 555 CARS  
BASED ON 3 CARS PER 1000 S.F. OF FLOOR AREA FOR RETAIL  
TOTAL PARKING PROVIDED ..... 484 CARS

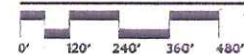
**KOHL'S PARCEL:**

PARCEL AREA ..... +/- 8.50 ACRES  
TOTAL G.L.A. .... 65,686 S.F.  
TOTAL PARKING REQD. .... 429 CARS  
BASED ON 3 CARS PER 1000 S.F. OF FLOOR AREA FOR RETAIL  
TOTAL PARKING PROVIDED ..... 532 CARS

**SUPER TARGET PARCEL:**

PARCEL AREA ..... +/- 15.80 ACRES  
TOTAL G.L.A. .... 185,000 S.F.  
TOTAL PARKING REQD. .... 925 CARS  
BASED ON 3 CARS PER 1000 S.F. OF FLOOR AREA FOR RETAIL  
TOTAL PARKING PROVIDED ..... 957 CARS

**PROPOSED SITE PLAN**



**EXHIBIT B**

PROPOSED  
TRAFFIC SIGNAL

NOTE:  
ALL PROPOSED TENANT NAMES ARE PRELIMINARY  
AND SUBJECT TO REVIEW AND ACCEPTANCE BY  
THAT TENANT OR ITS AGENT. ALL BUILDING AREAS  
AND DIMENSIONS ARE APPROXIMATE AND SHOULD  
BE REVIEWED BY THE ARCHITECT IMMEDIATELY IF  
DISCREPANCIES ARE FOUND OR CHANGES TO THE  
"FOOT PRINT" ARE MADE OR TENANTS ARE  
SUBSTITUTED.

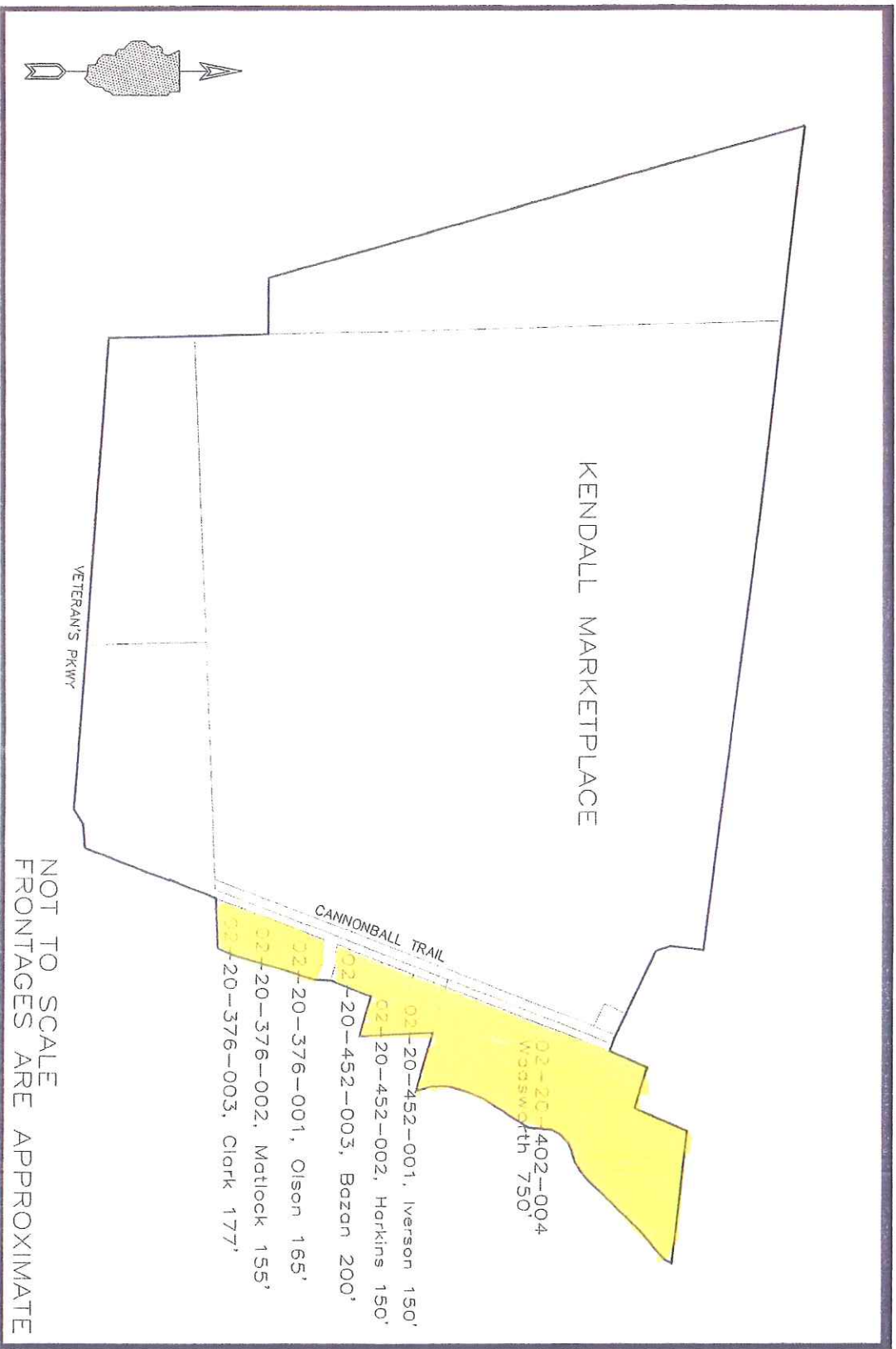
PROPOSED  
TRAFFIC SIGNAL

PROPOSED  
TRAFFIC SIGNAL



# CANNONBALL TRAIL PROPER IES

Exhibit C



**EXHIBIT D - RESIDENTIAL DEVELOPMENT FEES**

	<b>Name of Fee</b>	<b>Amount</b>	<b>Time of Payment</b>
1	School District Transition Fee	\$3,000 per unit	Paid to School District Office prior to issuance for building permit
2	Yorkville Bristol Sanitary District Connection Fee	\$1,400 per unit	At time of building permit, paid at City Hall with separate check made out to YBSD
3	Yorkville Bristol Sanitary District Annexation Fee	\$3,523 per acre	Paid for entire development, at time of annexation to sanitary district
4	Yorkville Bristol Sanitary District Infrastructure Fee	\$3,523 per acre	Paid for entire development, at time of annexation to sanitary district
5	Building Permit Fee	\$650 + \$.020 per square foot	Building Permit
6	Water Connection Fee	\$3,700 per unit	Building Permit
7	Water Meter Cost (not applicable to fee lock)	\$390 per unit	Building Permit
8	City Sewer Connection Fee	\$2,000 per unit	Building Permit
9	Water and Sewer Inspection Fee	\$25 per unit	Building Permit
10	Public Walks and Driveway Inspection Fee	\$35 per unit	Building Permit
11a	Public Works (Development Impact Fee)	\$700 per unit	Building Permit
11b	Police (Development Impact Fee)	\$300 per unit	Building Permit
11c	Municipal Building (Development Impact Fee)	see "time of payment"	Municipal Building Impact Fee is set up as \$5,509 per unit if paid at time of permit, or \$3,288 per unit if paid at time of final plat for all units in the entirety of the annexed development.
11d	Library (Development Impact Fee)	\$500 per unit	Building Permit
11e	Parks and Rec (Development Impact Fee)	\$50 per unit	Building Permit
11f	Engineering (Development Impact Fee)	\$100 per unit	Building Permit
11g	Bristol Kendall Fire District (Development Impact Fee)	\$1,200 per unit	Building Permit
12	Parks Land Cash Fee	Calculated by ordinance, \$80,000 per acre	Building Permit or Final Plat, depending on annexation/development agreement and land/cash donations negotiated
13	School Land Cash Fee	Calculated by ordinance, \$80,000 per acre	Building Permit or Final Plat, depending on annexation/development agreement and land/cash donations negotiated
14	Road Contribution Fund	\$2,000 per unit	Building Permit
15	County Road Fee	\$1,549 per unit, escalating each calendar year at a rate determined by ordinance	Building Permit
16	Weather Warning Siren	\$75 per acre	Final Plat
17	Administration Review Fee	1.75% of Approved Engineer's Estimate of Cost of Land Improvements	Final Plat
18	Engineering Review Fee	1.25% of Approved Engineer's Estimate of Cost of Land Improvements	Final Plat



# United City of Yorkville

County Seat of Kendall County  
800 Game Farm Road  
Yorkville, Illinois, 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575  
Website: [www.yorkville.il.us](http://www.yorkville.il.us)

EXHIBIT E

## COMMERCIAL PERMIT FEES

### Permit/Plan Review

Building Permit	\$750.00 plus \$0.20 per square foot
Plan Review	Based on building size (See Attached)

### Contributions

Development Fee	\$3000.00* - See Attached Ordinance 2004-55 (Increase in Bristol-Kendall Fire Protection District Fee)
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### Water/Sewer

Sewer Tap	See Attached Ordinance #96-11	
Water Tap	<u>Water Meter Size</u>	<u>Water Connection Fee</u>
	1"	\$ 3,700
	1 1/2"	\$ 4,000
	2"	\$ 5,000
	3"	\$ 8,000
	4"	\$15,000
	6" and larger	TBD

Water Meter	<u>Water Meter Size</u>	<u>Water Meter Price</u>
	1"	\$ 485.00
	1 1/2"	\$ 790.00
	2"	\$2800.00
	3"	\$3550.00
	4"	\$5420.00
	6"	\$8875.00

Engineering Inspections	\$60.00
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River Crossing Fee	\$25.00 per drain unit. See attached Ordinance 97-11
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\*\*Engineering and Landscaping review fees will be billed separately.

\*\*\* Please call the Yorkville Bristol Sanitary District for sanitary permit fees (630) 553-7657



## EXHIBIT E

### MULTIPLE-FAMILY RESIDENTIAL USE GROUPS

A. New Construction Per Unit	\$350.00 plus \$0.15 per s.f.
B. Remodeling Per Unit	\$175.00 plus \$0.10 per s.f.
C. Detached Garage Per Unit without Electrical	\$50.00
D. Detached Garage Per Unit with Electrical	\$100.00
E. Temporary to Start Construction	25% of full permit fee, not to be applied to the full permit fee
F. Temporary Certificate of Occupancy when Requested by the Builder when Circumstances <u>Do Not</u> Warrant	\$50 per unit (non-refundable)

### ALL OTHER USE GROUPS

<input type="checkbox"/> A. New Construction	\$750.00 plus \$0.20 per square foot	<input type="checkbox"/>
B. Additions	\$500.00 plus \$0.20 per square foot	
C. Remodeling	\$350.00 plus \$0.10 per square foot	
D. Temporary to Start Construction	25% of full permit fee, not to be applied to the full permit fee	
E. Temporary Certificate of Occupancy when Requested by the Builder when Circumstances <u>Do Not</u> Warrant	\$200.00 (non-refundable)	

*NOTE:* Building permit fee does not include the plan review fee for the "multiple-family residential use group" and "other use group" categories. The plan review fee will be based on the schedule following the permit fees. Plan review fees to the inspection firm will be paid at the same time as the building permit fee.

# EXHIBIT E

## PLAN REVIEW FEES (May vary due to outside consultant's fee schedules.)

### BUILDING CODE

<i>Building Size</i>	<i>Fee</i>
1 to 60,000 cubic feet	\$355.00
60,001 to 80,000 cubic feet	\$400.00
80,001 to 100,000 cubic feet	\$475.00
100,001 to 150,000 cubic feet	\$550.00
150,001 to 200,000 cubic feet	\$650.00
over 200,000 cubic feet	\$650.00 + \$6.50 per 10,000 cubic feet over 200,000

REMODELING PLAN REVIEW      1/2 of Plan Review Fee Listed Above

ELECTRICAL, MECHANICAL, OR PLUMBING PLAN REVIEW ONLY  
1/4 of Plan Review Fee Listed Above

### FIRE DETECTION/ALARM SYSTEMS

\$115.00 per 10,000 square feet of floor area

### FIRE SPRINKLER SYSTEMS

<i>Number of Sprinklers</i>	<i>Pipe Schedule</i>	<i>Hydraulic Calculated</i>
Up to 200	\$250.00	\$500.00
201-300	\$300.00	\$575.00
301-500	\$400.00	\$775.00
Over 500	\$450.00	\$850.00
PLUS, for each Sprinkler over 500:	\$0.60/each	\$0.95/each

### ALTERNATE FIRE SUPPRESSION SYSTEMS

Standpipe	\$175.00 per Standpipe Riser (No charge with Sprinkler Review)
Specialized Extinguisher Agent (Dry or Other Chemical Agent)	\$125.00 per 50 pounds agent
Hood & Duct Cooking Extinguisher Agent	\$150.00 flat rate per system.

**NOTE:** If any plan has to be sent to an outside consultant other than the inspection firm, the outside consultant's fee(s) will be charged and that fee paid directly to the outside consultant.

STATE OF ILLINOIS        )  
                                  )ss.  
COUNTY OF KENDALL     )

ORDINANCE 2004 - 55

AN ORDINANCE AMENDING ORDINANCE NO.  
2003-31 AN ORDINANCE SETTING FORTH THE STANDARDS  
AND REGULATION FOR PAYMENT FOR DEVELOPMENT  
AND EXTENSION OF UTILITY COSTS UPON ANNEXATION  
AND/OR PLANNED UNIT DEVELOPMENT TO PROVIDE FOR AN  
INCREASE IN THE BRISTOL KENDALL FIRE PROTECTION DISTRICT FEE

WHEREAS, the UNITED CITY OF YORKVILLE is currently experiencing a substantial increase in population, together with the need to expand existing municipal services to provide for orderly growth and adequate municipal services; and

WHEREAS, the BRISTOL KENDALL FIRE PROTECTION DISTRICT provides fire protection, emergency medical services and rescue services for the UNITED CITY OF YORKVILLE; and

WHEREAS, the UNITED CITY OF YORKVILLE has thoroughly reviewed the need for expanding municipal services and the need for capital purchases and reviewed the study conducted by the BRISTOL KENDALL FIRE PROTECTION DISTRICT, a copy of which is attached hereto and incorporated herein by reference, to support increases in the fees provided herein; and

WHEREAS, the UNITED CITY OF YORKVILLE has thoroughly reviewed the cost to be incurred to provide for the expansion of said City; and

## EXHIBIT E

WHEREAS, the City has determined that the following fees bear a rational relationship to the costs anticipated to be incurred by the various governmental entities and departments of the City to be affected; and

WHEREAS, the UNITED CITY OF YORKVILLE has previously enacted Ordinance No: 2003-31 which set standards and regulations for payment of the extension and development of capital costs for utility and governmental purposes; and

WHEREAS, one component of that Ordinance was to collect the sum of Three Hundred and 00/00 dollars (\$300.00) for the acquisition of equipment and vehicles, maintenance of the BRISTOL KENDALL FIRE PROTECTION DISTRICT, and for other capital purchases of said BRISTOL KENDALL FIRE PROTECTION DISTRICT; and

WHEREAS, the UNITED CITY OF YORKVILLE has been requested by the BRISTOL KENDALL FIRE PROTECTION DISTRICT to increase the amount of said fees to the sum of One Thousand and 00/00 Dollars (\$1,000.00) per single-family residential dwelling unit and single-family attached dwellings including, but not limited to, duplexes and town homes; and

WHEREAS, the UNITED CITY OF YORKVILLE has been requested by the BRISTOL KENDALL FIRE PROTECTION DISTRICT to increase the amount of said fees to the sum of Five Hundred and 00/00 Dollars (\$500.00) per unit of any multifamily structure, including, but not limited to, apartment buildings; and

WHEREAS, the UNITED CITY OF YORKVILLE has been requested by the BRISTOL KENDALL FIRE PROTECTION DISTRICT to increase the amount of said fees for all other occupancy classifications as follows:

## EXHIBIT E

- a. The sum of 10.0 cents per square foot, with a minimum fee of One Thousand and 00/00 Dollars (\$1,000.00) effective as of January 1, 2005 up and to April 30, 2006.
- b. The sum of 12.0 cents per square foot, with a minimum fee of One Thousand Two Hundred and 00/00 Dollars (\$1,200.00) effective from May 1, 2006 up and to April 30, 2007.
- c. The sum of 15.0 cents per square foot, with a minimum fee of One Thousand Five Hundred and 00/00 Dollars (\$1,500.00) effective from May 1, 2007

NOW THEREFORE, the UNITED CITY OF YORKVILLE, does upon Motion duly made, seconded and approved by a majority of those voting does hereby ORDAIN:

1. Ordinance 2003-31 is hereby amended to increase the Development Fee for the BRISTOL KENDALL FIRE PROTECTION DISTRICT payable per single-family residential dwelling unit and per single-family attached dwelling including, but not limited to, duplex and town home residential dwelling units from Three Hundred and 00/00 Dollars (\$300.00) to One Thousand and 00/00 Dollars (\$1,000.00) for each unit annexed, zoned, and platted on and subsequent to the effective date within the United City of Yorkville on a subsequent to the effective date of January 1, 2005 payable at the time of issuance of building permit, or payable at the time of building permit for each unit annexed and zoned within the United City of Yorkville on and subsequent to the aforementioned effective date.
2. Ordinance 2003-31 is hereby amended to increase the Development Fee for the BRISTOL KENDALL FIRE PROTECTION DISTRICT per unit of any

## EXHIBIT E

multifamily structure, including, but not limited to, apartment buildings to Five Hundred and 00/00 Dollars (\$500.00) for each unit annexed, zoned, and platted for multifamily residential development within the United City of Yorkville on and subsequent to the effective date of January 1, 2005, payable at the time of issuance of building permit, or payable at the time of building permit for each unit annexed and zoned within the United City of Yorkville on and subsequent to the aforementioned effective date .

3. Ordinance 2003-31 is hereby amended to increase the Development Fee for the BRISTOL KENDALL FIRE PROTECTION DISTRICT for all other occupancy classifications, including but not limited to Office District, B-1 Limited Business District, B-2 General Business District, B-3 Service Business District, B-4 Business District, M-1 Limited Manufacturing District and M-2 General Manufacturing District, as follows:
  - a. The sum of 10.0 cents per square foot, with a minimum fee of One Thousand and 00/00 Dollars (\$1,000.00) for any real property annexed, zoned, and platted within the United City of Yorkville effective as of January 1, 2005 up and to April 30, 2006, payable at the time of issuance of building permit, or payable at the time of building permit for each unit annexed and zoned within the United City of Yorkville on and subsequent to the aforementioned effective date.
  - b. The sum of 12.0 cents per square foot, with a minimum fee of One Thousand Two Hundred and 00/00 Dollars (\$1,200.00) for any real property annexed,

## EXHIBIT E

- zoned, and platted within the United City of Yorkville effective from May 1, 2006 up and to April 30, 2007, payable at the time of issuance of building permit, or payable at the time of building permit for each unit annexed and zoned within the United City of Yorkville on and subsequent to the aforementioned effective date.
- c. The sum of 15.0 cents per square foot, with a minimum fee of One Thousand Five Hundred and 00/00 Dollars (\$1,500.00) for any real property annexed, zoned, and platted within the United City of Yorkville effective from May 1, 2007 forward, payable at the time of issuance of building permit for each unit annexed and zoned within the United City of Yorkville on and subsequent to the aforementioned effective date.
- 4. This Ordinance shall be contingent upon receipt by the UNITED CITY OF YORKVILLE of a written agreement in the form satisfactory to the UNITED CITY OF YORKVILLE which holds the UNITED CITY OF YORKVILLE harmless, including it and agreeing to defend the UNITED CITY OF YORKVILLE of any claim made as a result of the imposition or collection of said fees.
- 5. The various parts, sections, and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a Court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

EXHIBIT E

PAUL JAMES \_\_\_\_\_

MARTY MUNNS Y

RICHARD STICKA Y

WANDA OHARE Y


VALERIE BURD Y

ROSE SPEARS Y

LARRY KOT Y

JOSEPH BESCO Y

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,  
this 12<sup>th</sup> day of October, A.D. 2004.

  
MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois  
this 12<sup>th</sup> day of October, A.D. 2004.

Attest:   
CITY CLERK

Law Offices of Daniel J. Kramer  
1107A S. Bridge Street  
Yorkville, Illinois 60560  
630.553.9500



STATE OF ILLINOIS )

9/10/96

COUNTY OF KENDALL )

) ss.

96-11

AN ORDINANCE AMENDING THE TAP-ON  
FEE SCHEDULE IN THE UNITED CITY OF YORKVILLE

WHEREAS, the cost of providing sanitary sewer services has risen substantially, over the last several years; and

WHEREAS, the City of Yorkville has been required to provide sanitary sewer services and maintenance as a result of an increase in development; and

WHEREAS, the Mayor and City Council of the United City of Yorkville have determined it to be in the best interest of the City and its residents to increase the "Tap-On" fees for sanitary sewer service.

DEFINITIONS

"Outlet" - means each floor drain, wash basin, wash fountain, toilet, urinal, shower, air conditioner drain, water cooler, dentist tray drain or other similar plumbing fixture and any orifice of any machine, vessel tank of any kind, manifolded or simply, through which waste may flow into a sewer; the flow of which ultimately is processed by Water Pollution Control of the Yorkville Bristol Sanitary District.

"Toilet" - means a bathroom, restroom or other facility having no more than 3 outlets (as defined herein).

PROVISIONS

1. Any residential property wishing to hook-up to city sanitary sewer service shall pay to the city a flat rate of \$2,000.00 per dwelling unit. This is in addition to any and all other fees

## EXHIBIT E

charges by any other entity including the applicable sanitary district.

2. Any multi-family building will pay an additional fee of \$400.00 for each drain unit for common area drains which include but are not limited to laundry rooms, floor drains etc. This additional fee shall be paid based on the summation of drain units times the \$400.00 multiplier.

Laundry washer unit	x 1/2
Floor drain	x 1/2
Common use toilet	x 1 1/2
Common use shower	x 1
Common use sink	x 1/2
Pool facilities	x 2
Common use kitchens	x 1 1/2

3. All non-residential properties shall be charged a fee based on the total number of drain units as listed in the attached schedule "A", times a multiplier of \$400.00. This fee is in addition to all other fees charged by any other entity including sanitary districts.

4. All toilets having more than 3 outlets, shall pay at the additional rate of 0.5 drain units per outlet each. This applies to both residential and non-residential properties.

5. A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the front building may be extended to the rear building and the whole considered as one building sewer, but the City of Yorkville does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned.

## EXHIBIT E

6. The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the City and/or State building and plumbing code or other applicable rules and regulations of the City of Yorkville or Yorkville Bristol Sanitary District.

7. No person(s) shall make connection of roof downspouts, foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building drain which in turn is connected directly or indirectly to a public sanitary sewer unless such connection is approved by the City of Yorkville for purposes of disposal of polluted surface drainage.

8. The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City of Yorkville and the Yorkville-Bristol Sanitary District. All such connections shall be made gastight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the City Public Works Department before installation.

9. The applicant for the building sewer permit shall notify the Public Works Department when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the superintendent or his representative.

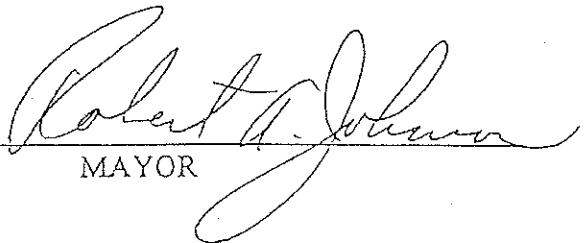
10. All Excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City of Yorkville Public Works Department.

EXHIBIT E

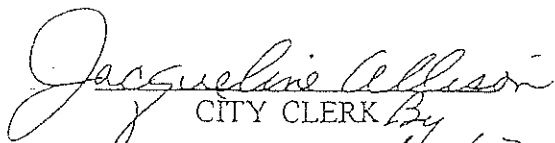
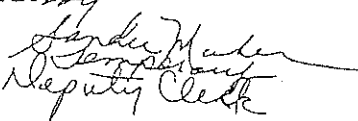
11: This Ordinance will be effective November, 1 1996.

IN ALL OTHER RESPECTS, the fee schedule and rates for the City of Yorkville shall remain unchanged.

Passed this 12<sup>th</sup> day of September, 1996

  
MAYOR

ATTESTED:

  
CITY CLERK By   
Sandra Mader  
Deputy Clerk

Law Offices of Daniel J. Kramer  
1107A South Bridge Street  
Yorkville, Illinois 60560  
630.553.9500

SCHEDULE "A"

EXHIBIT E

<u>USE OF BUILDING</u>	<u>NO. OF DRAIN UNITS</u>
STORES, MERCANTILE AND OFFICE BUILDINGS	
Each private toilet	1
Each public toilet with no more than three outlets	1-½
Each additional outlet	½
Soda Fountain	1
Grocery Stores & Meat Markets with garbage grinders	2
DRIVE-INS	
Each public toilet	1-½
Kitchens	1-½
RESTAURANTS AND THEATERS	
Food service capacity. No. of persons	
0-50	1
50-100	2
100-200	3
Each private toilet	1
Each public toilet	1-½
SERVICE STATIONS	
Each public toilet	1-½
Wash rack	2
CLUBS	
Each toilet	1-½
Restaurant charge as above	
MOTELS AND HOTELS	
Each room with bath or shower and/or toilet	1/3
Each public toilet	1-½
Restaurant charge as above	

## EXHIBIT E

### MOBILE TRAILER PARKS

Each trailer space with sanitary sewer outlet	$\frac{1}{2}$
Each automatic washer unit	$\frac{1}{2}$
Each public toilet	1- $\frac{1}{2}$
Each public shower	1

### LAUNDRIES

Each automatic washer unit	$\frac{1}{2}$
Each public toilet	1- $\frac{1}{2}$

### SELF-SERVICE CAR WASH

Per rack (covered)	1
Per rack (uncovered)	4

### AUTOMATIC CAR WASH

Each production line	10
Each public toilet	1- $\frac{1}{2}$

### NURSING HOMES AND HOSPITALS

Resident capacity of each building determined from  
architect's plans and specifications divided by 4 (Quotient to 2 decimal points)

### SCHOOLS

Student capacity of each building determined from  
architect's plans and specifications divided by 12 (Quotient to 2 decimal points)

### DORMITORIES, FRATERNITIES AND SORORITIES

Resident capacity of each building determined from  
architect's plans and specifications divided by 6 (Quotient to 2 decimal points)

STATE OF ILLINOIS     )  
                                  )ss  
COUNTY OF KENDALL )

EXHIBIT E

**ORDINANCE NO. 2006- 32**

**ORDINANCE AMENDING ORDINANCE 2003-79  
AND REPEALING ORDINANCE 2005-40  
ESTABLISHING MUNICIPAL WATER CONNECTION FEES IN  
THE UNITED CITY OF YORKVILLE**

WHEREAS, the United City of Yorkville has taken up, discussed and considered amending the City Ordinance 2003-79 regarding Municipal Water Connection Fees; and

WHEREAS, in amending City Ordinance 2003-79, City Ordinance 2005-40 (which previously amended Ordinance 2003-79) will by necessity be repealed.

WHEREAS, the Mayor and City Council have discussed that it may be prudent to amend said Ordinance 2003-79 to change certain connection fees by substituting the Charts defining Residential and Non-Residential Connection Fees depicted on the attached Exhibit "A" and Exhibit "B", in place of Exhibit "A" and Exhibit "B" in Ordinance 2003-79.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, upon Motion duly made, seconded and approved by the majority of those members of the City Council voting, hereby enact the water tap-on fee schedule set out in the attached Exhibit "A" and Exhibit "B", and

## EXHIBIT E

1. Any Ordinance or parts thereof in conflict with the provisions of this Ordinance, specifically including Ordinance 2005-40, are hereby repealed to the extent of such conflict with this Ordinance.
2. The portion of this Ordinance affecting the water connection fee as indicated in Exhibit "A" and Exhibit "B" shall become effective on June 15, 2006.

JAMES BOCK



VALERIE BURD



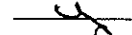
DEAN WOLFER



ROSE SPEARS



JOSEPH BESCO



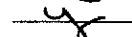
PAUL JAMES



MARTY MUNNS

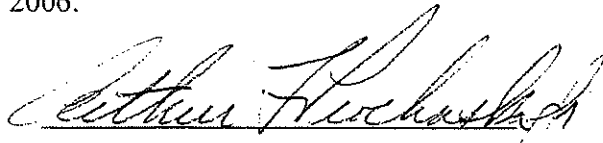


JASON LESLIE



Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this

25 Day of April, A.D. 2006.



MAYOR

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this

25 day of April, A.D. 2006.

ATTEST:



CITY CLERK

Prepared by:

John Justin Wyeth  
City Attorney  
United City of Yorkville  
800 Game Farm Road  
Yorkville, IL 60560



**EXHIBIT A: RESIDENTIAL CONNECTION FEE**

2006 WATER SYSTEM CONNECTION FEE UPDATE

United City of Yorkville, Kendall Co., IL

**EXHIBIT E**

Residence Type	Projected P.E. Per Residence	Connection Fee Based On \$1,057 / P.E.
Efficiency or Studio Apartment	1.00	\$1,057
1 Bedroom Apartment/Condo	1.50	\$1,586
2+ Bedroom Apartment/Condo	3.00	\$3,171
1 Bedroom Townhome	1.50	\$1,586
2+ Bedroom Townhome	3.00	\$3,171
Duplex Home	3.50	\$3,700
Single Family Home	3.50	\$3,700



**Engineering  
Enterprises,  
Inc.**

## EXHIBIT E

### EXHIBIT B: NON-RESIDENTIAL CONNECTION FEE

2006 WATER SYSTEM CONNECTION FEE UPDATE


United City of Yorkville, Kendall Co., IL

Water Meter Size	Water Connection Fee
Less Than Or Equal To 1"	\$3,700
1 1/2"	\$4,000
2"	\$5,000
3"	\$8,000
4"	\$15,000
6" and Larger	TBD

#### Legend

Non-Residential Land Use shall be considered all  
land uses other than those defined in Exhibit A, Page 1

TBD = Connection Fee To Be Determined By City  
Council on a Case-By-Case Basis



**Engineering  
Enterprises,  
Inc.**

EXHIBIT E

STATE OF ILLINOIS	)	4/1/97
	)	5.2.97
COUNTY OF KENDALL	)	5.7.97
		5.15.97
		5.16.97

97-11

**ORDINANCE ESTABLISHING A FEE TO FUND A NEW SANITARY SEWER  
RIVER CROSSING IN THE UNITED CITY OF YORKVILLE**

WHEREAS, the cost of providing sanitary sewer service has risen substantially over the last several years; and

WHEREAS, the City of Yorkville has been required to provide sanitary sewer services and maintenance as a result of the increase in development and usage of City sanitary sewer mains; and

WHEREAS, the Yorkville Bristol Sanitary District which provides sanitary sewer treatment for the sewage transmitted through the City of Yorkville sanitary sewer mains has experienced a dramatic increase in demand for treatment of sanitary sewage; and

WHEREAS, studies conducted by the Yorkville Bristol Sanitary District and considered by the City of Yorkville's Engineer and Economic Development Committee have shown and found that there is not sufficient capacity in the current Fox River crossing siphons to transmit sewage to the Yorkville Bristol Sanitary District Treatment facility located on the north side of the Fox River, capable of addressing the demands from new development; and

WHEREAS, City of Yorkville will front fund the cost of a new river crossing by the Yorkville Sanitary District; and

WHEREAS, the City has established a fund to recover \$595,000.00 to be given to the Yorkville Sanitary District by the City for the construction of a river crossing to transport sewage to the Yorkville Bristol Sanitary District plant on the north side of the Fox River.

## EXHIBIT E

NOW THEREFORE BE IT ORDAINED BY THE UNITED CITY OF YORKVILLE a Sanitary Sewer River Crossing Fee is hereby established to fund a sanitary sewer river crossing in the UNITED CITY OF YORKVILLE under the following terms:

1. A fee is hereby established payable for each P.E. or Drain Unit at the issuance of every building permit issued by the United City of Yorkville, for any parcel of real property located within the Sanitary Sewer Service area depicted in the attached Exhibit "A" incorporated herein by reference.

A) For purposes of residential sanitary sewer conversions, P.E. shall be calculated at the rate of \$25.00 per P.E. for single family residential properties.

B) For all other properties the fee shall be calculated on the basis of \$25.00 per Drain Unit, as calculated per Ordinance No. 96-11.

C) The above fees will in addition, accumulate interest from the time of expenditure by the City at a rate of 8% per annum.

2. The above fees are to be paid for all building permits issued on real property located within the Sanitary Sewer Service area depicted in the attached Exhibit "A" incorporated herein by reference for which a new sanitary sewer connection is required.

3. The fee is applicable to both areas within the United City of Yorkville and areas/property outside the City boundaries which hooks-on to the City of Yorkville Sanitary Sewer System and serviced by Yorkville Bristol Sanitary District Plant.

4. This fee shall be required to be paid on all affected real properties after the effective date this Ordinance is passed and approved by the City Council; and due publication thereof.

5. The fees to be charged under the terms of the Ordinance shall be imposed for a period of

## EXHIBIT E

20 years from the date of the passage of this Ordinance by the City Council of the United City of Yorkville.

This fee is in addition to any other fees charged by the City of Yorkville for any other purpose including any other sanitary sewer fees.

That should any provision of this Ordinance be found to be invalid then the remaining portion of the Ordinance shall remain in full force and effect. This Ordinance shall be effective as to all building permits issued by the UNITED CITY OF YORKVILLE starting June 1, 1997

Passed and approved this 22<sup>nd</sup> day of May, 1997.

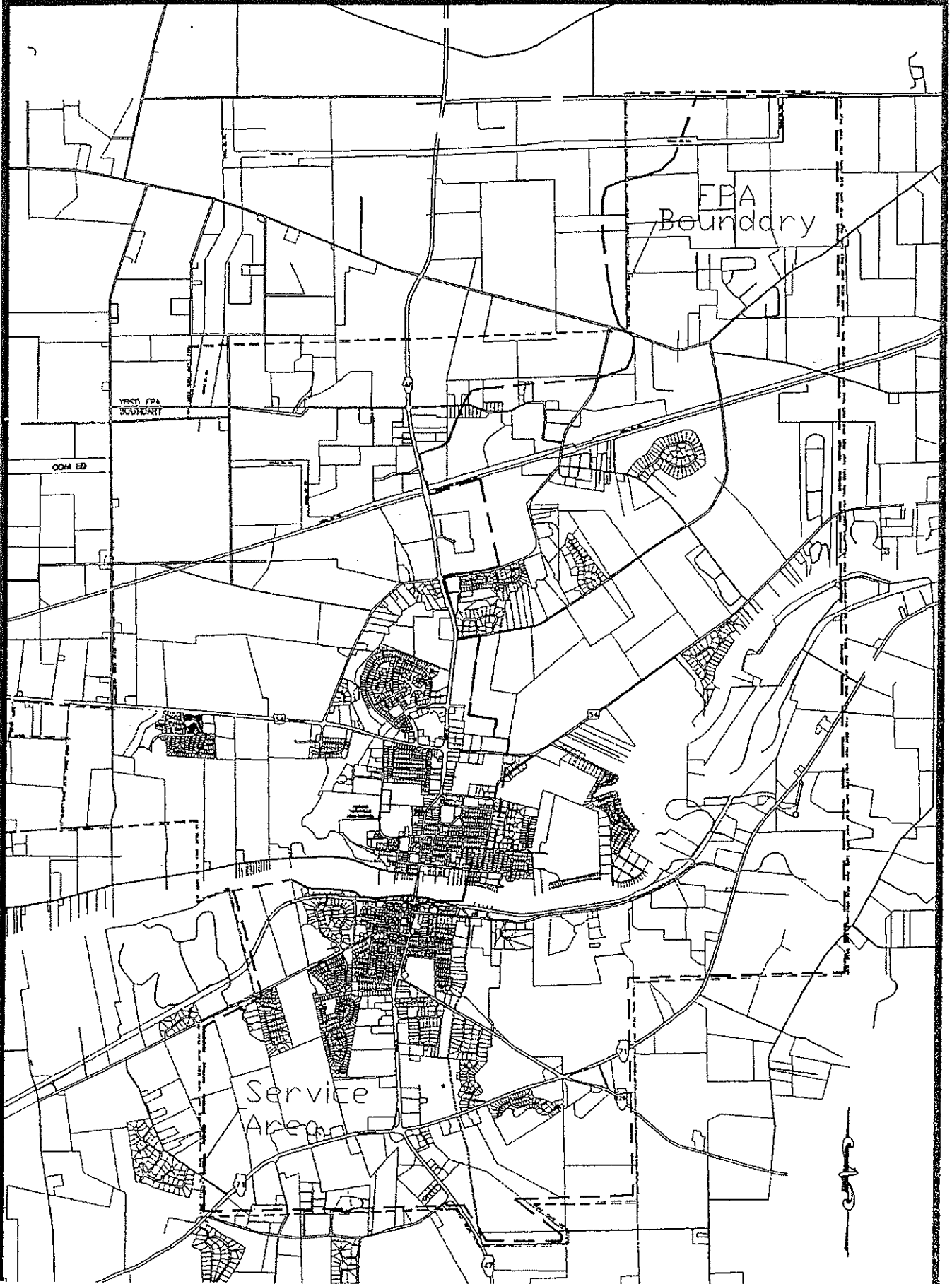
Robert A. Johnson  
MAYOR

ATTEST: Deborah K. Simmons  
CITY CLERK

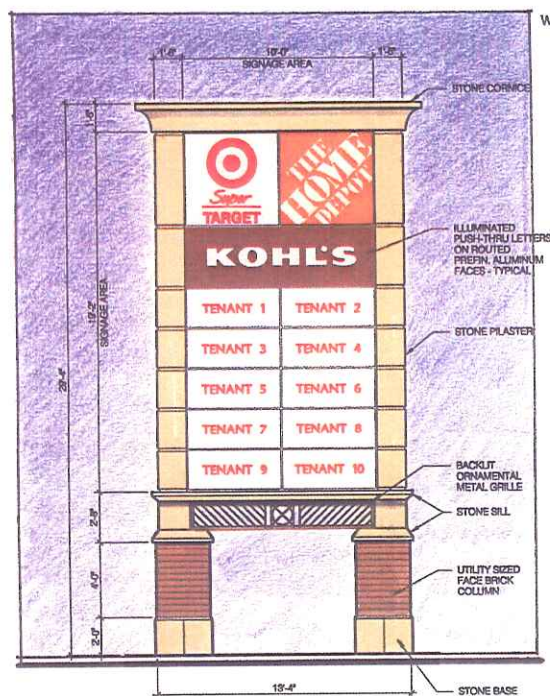
Law Offices of Daniel J. Kramer  
1107A S. Bridge Street  
Yorkville, Illinois 60560  
630.553.9500

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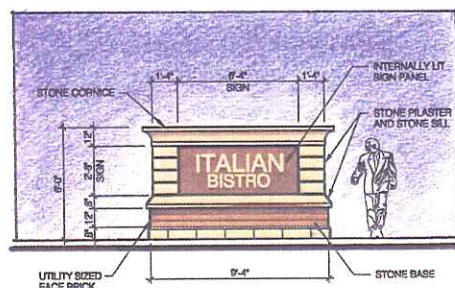
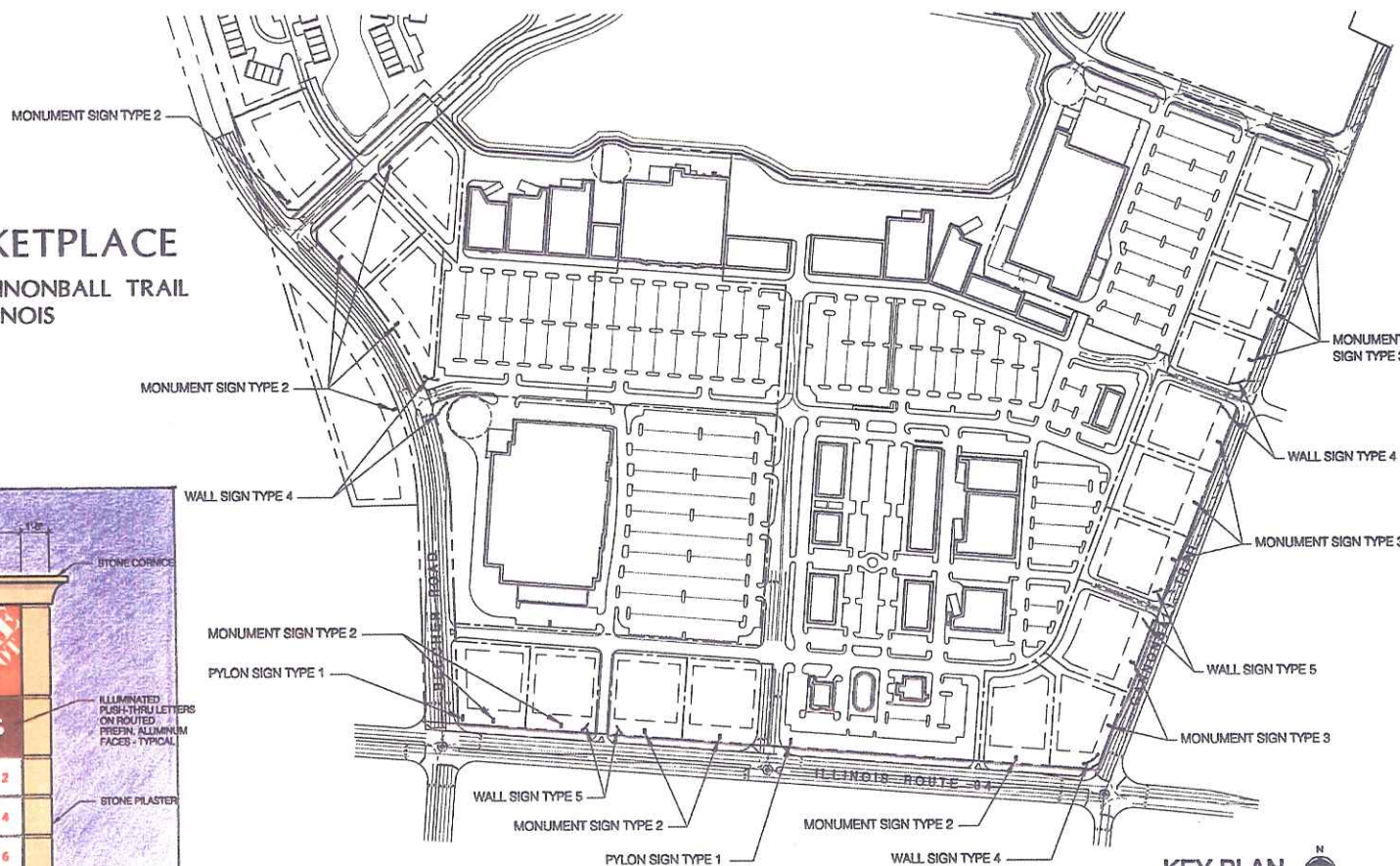
# Sanitary Sewer River Crossing Service Area



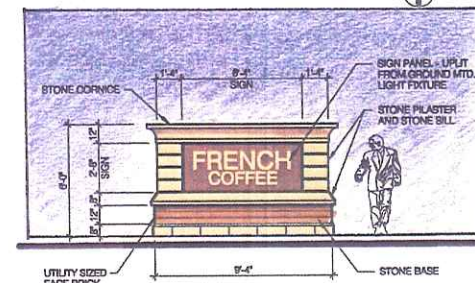
PROJECT:  
KENDALL MARKETPLACE  
ILLINOIS ROUTE 34 & CANNONBALL TRAIL  
YORKVILLE, ILLINOIS



**PYLON SIGN - TYPE ①**  
192 S.F. TOTAL SIGN AREA



**MONUMENT SIGN - TYPE (2)**  
(OUTLOT SIGN)



**MONUMENT SIGN - TYPE (3)**  
(OUTLOT SIGN)

**PFDA**  
ARCHITECTS INC.

30 N. WACKER DRIVE  
SUITE 1000  
CHICAGO, ILLINOIS 60606  
TEL: (312) 795-0200  
FAX: (312) 795-0250

PROJECT: **KENDALL MARKETPLACE**  
**ILLINOIS ROUTE 34 & CANNONBALL TRAIL**  
**YORKVILLE, ILLINOIS**

OWNER/DEVELOPER:

 **MIDAMERICA**  
DEVELOPMENT PARTNERS LLC

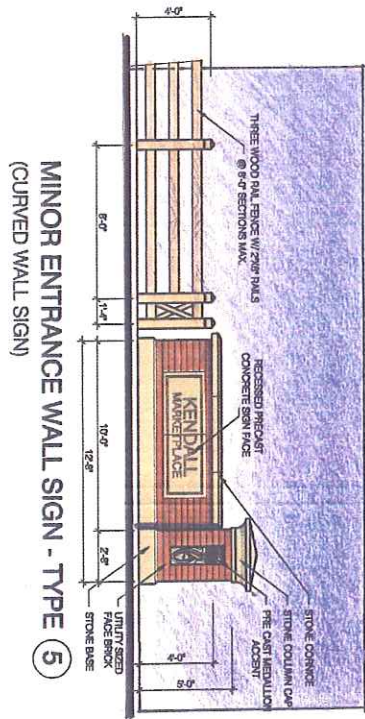
[illegible]

### SITE PLAN

S1

JOB NO.	XXXX
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SHEET NO.	DATE	OWNER/DEVELOPER:	PROJECT:	 <b>MID-AMERICA</b> DEVELOPMENT PARTNERS LLC <small>HASLER BROSCH COMPANY</small>	<b>KENDALL MARKETPLACE</b> ILLINOIS ROUTE 34 & CANNONBALL TRAIL YORKVILLE, ILLINOIS	
S2						



Dated: December 8, 2023

STATE OF ILLINOIS       )  
  )  
COUNTY OF KENDALL )

**COMMERCIAL PURCHASE AND SALE AGREEMENT**

**THIS COMMERCIAL PURCHASE AND SALE AGREEMENT** (this "Agreement") is entered into this 23<sup>rd</sup> day of January, 2024 (the "Effective Date"), which shall be the date the last party executes this Agreement), by and between THE UNITED CITY OF YORKVILLE, ("SELLER") and HEARTLAND MEADOWS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY or Its Assignee to an Authorized Legal Entity to be created by PURCHASER ("PURCHASER"). SELLER and PURCHASER are sometimes collectively referred to as the "Parties."

**RECITALS:**

A. SELLER is the owner of certain real property located in the United City of Yorkville, Sections 17 and 20 of Bristol Township ( "Township"), Kendall County, Illinois, as depicted in the attached legal description as Exhibit "A" approximately Eight Point Three (8.3) gross surveyed acres more or less of real property and identified as PIN: 02-20-351-006 as more accurately described in the legal description to be provided by survey and to be attached hereto as Exhibit "B" upon Agreement of SELLER'S and PURCHASER'S Counsel. The parcel of Real Property being sold herein is referred to as the "Subject Parcel" SELLER has agreed to sell that portion of the Subject Parcel exclusive of the trail along the southern border of the Subject Parcel, the remaining portion of the Subject Parcel hereinafter referred to as the "Subject Property" as depicted in the attached Heartland Meadows West Conceptual Site Plan as set out in the attached Exhibit "C" incorporated herein by reference to PURCHASER for the sum of Four Hundred Five Thousand Dollars (\$405,000.00) the "Purchase Price".

**THEREFORE**, in consideration of the mutual covenants and the undertakings described in this Agreement, and other good and valuable consideration, the receipt and adequacy thereof being expressly acknowledged, the Parties agree as follows:

**1. Agreement to Sell.** SELLER agrees to sell, transfer and convey the Subject Property as set forth in paragraphs A and B above in exchange for the Purchase Price at Closing is set forth in paragraphs A and B above hereof and shall be paid at the Closing in wired funds.

Initials

GM

RP

**2. Earnest Money Deposit.** On or prior to the seventh (7<sup>th</sup>) business day after the Effective Date, PURCHASER shall make a deposit in the form of Cashier's check from PURCHASER, in the amount of Twenty Five Thousand Dollars (\$25,000.00) ("Earnest Money Deposit") to Chicago Title Company, Yorkville, Illinois office ("Title Insurer"), which shall be held in Strict Joint Order ("SJO") escrow by the Title Insurer. Upon expiration of the Platting/Entitlement Period (defined in Section 8 ), provided PURCHASER has not terminated this Agreement as permitted herein, and Seller has not otherwise defaulted and failed to cure its default, the Earnest Money Deposit shall become non-refundable and applicable as a credit against the Purchase Price.

**3. (a) Due Diligence Materials.** Within Fourteen (14) Business days from the Effective Date, SELLER shall, at SELLER's expense, provide PURCHASER a copy of all documents relating to the Subject Property that are in the possession of SELLER, its agents, attorney and consultants including, but not limited to, any reports, investigations, studies, plans or documents pertaining to the Subject Property in SELLER's possession (the "Due Diligence Period").

**(b) Site Access.** PURCHASER shall be granted reasonable access to the Subject Property during the term of the Agreement to obtain soil tests, engineering studies, environmental (hazardous waste) study, and archeological study. Copies of all reports shall be provided to SELLER within Thirty (30) business days of receipt by PURCHASER of each report. Prior to entry of PURCHASER or its agents, employees, or subcontractors on the Subject Property, PURCHASER shall provide SELLER or SELLER's Attorney a Certificate of Insurance for at least One Million Dollar (\$1,000,000.00) Liability Insurance naming SELLER as a party insured for Liability purposes in regard to any onsite testing or investigations.

**4. Evidence of Title.** Within Fourteen (14) Business days from the Effective Date, SELLER shall deliver to PURCHASER a commitment for a Chicago Title ALTA Owner's Title Insurance Policy ( "Commitment"), issued by the Title Insurer in an amount equal to the Purchase Price, naming PURCHASER as the proposed insured and identifying the condition of title to the Subject Property, together with legible copies of all the instruments and documents referenced in the Commitment and all Schedule B documents and including but not limited to all easements which are appurtenant to or burden the Subject Property.

**5. Survey.** SELLER shall provide PURCHASER with a Current ALTA Extended Coverage Survey within 30 business days of SELLER'S written acceptance of this Agreement. The ALTA Survey to be made in accordance and in compliance with the most current ALTA/ ASCM Urban Land Survey Standards and containing Table A Option Numbers 1, 2, 3, 4, 6, 7(a), 7(b), 7(c), 8, 9, 10, 11, 11(a), 11(b), 13, 14, 15 and 16 ("New Survey"). The New Survey shall be sufficient to cause the Title Company to delete the standard printed survey exception and to issue an owner's title policy free from any survey objections other than the Permitted Exceptions. The certification on the Survey shall run to the benefit of the PURCHASER, Title Company, PURCHASER's Lender and SELLER.

**6. Permitted Exceptions.** PURCHASER shall have twenty-one days (21) from receipt of the ALTA Survey and the Commitment, including all Schedule B documents referenced

Initials

GM

therein ("Title Review Period") to review the Survey, the Commitment and all instruments and documents referenced in the Commitment. Permitted Exceptions shall include a limitation on the permitted commercial uses of any portion of the Subject Property as mutually agreed by the Seller and Purchaser and a covenant permitting use of the area of the Subject Property designated for parking for activities in the adjoining park area so long as such use does not interfere with the hours of operation of any business located at the Subject Property. Prior to expiration of the Title Review Period, PURCHASER or PURCHASER's attorney may deliver to SELLER a written objection as to item(s) identified (or which the Title Insurer or surveyor failed to identify) in the Commitment ("PURCHASER's Objection Letter "), SELLER shall have five (5) days from its receipt of PURCHASER's Objection Letter to notify PURCHASER by written notice ( "SELLER Objection Response ") as to whether or not SELLER has elected either (i) to cure any title defects or unpermitted exceptions identified in PURCHASER's Title Notice, or (ii) to cause the Title Insurer to insure the title defects or unpermitted exceptions identified in PURCHASER's Objection Letter in a manner satisfactory to PURCHASER. Any items not raised in PURCHASER's Objection Letter shall be deemed "Permitted Exceptions." If Seller elects , not to cure any matter objected to in the PURCHASER's Objection Letter , then PURCHASER shall have five (5) business days thereafter to notify SELLER by written notice (an "PURCHASER's Title Waiver Notice") as to whether PURCHASER has elected either (i) to waive its objection or objections to the matter or matters not being cured by SELLER, without reduction of the Purchase Price, or (ii) to terminate this Agreement, in which event the Initial Deposit (which has not yet been applied as no closing shall have occurred) shall be promptly returned to PURCHASER. If PURCHASER fails to deliver PURCHASER's Title Waiver Notice, such failure shall be deemed a waiver of such objections and such exceptions shall become Permitted Exceptions.

7. Feasibility Period PURCHASER may terminate this Agreement without fault if it is unable to obtain Zoning, Preliminary Platting approval, and Final Plat Approval within the Platting/Entitlement Period granted herein under Paragraph 3-8 of this Agreement. In the event PURCHASER is able to obtain Zoning and Final Plat Approval granting Entitlements by the United City of Yorkville in order to allow development of the Subject Property in substantial conformity with the Conceptual Site Plan of PURCHASER, incorporated herein as Exhibit "C" as requested for the Subject Property, PURCHASER shall be irrevocably required to purchase the Subject Property. PURCHASER shall use its best efforts to seek approval of its entitlement requests with the United City of Yorkville. Commencing on the Effective Date through the date five (5) months after the Effective Date ("Feasibility Period") the PURCHASER shall be entitled to satisfy itself in its sole discretion, that the Property may be used for PURCHASER's intended purpose, including without limitation, PURCHASER's right to reasonable access to the Property for the purpose of inspecting the physical condition of the Property and obtaining all required third party zoning, Preliminary and Final Platting approval and governmental permits and approvals from any applicable governmental body including but not limited to the United City of Yorkville, Yorkville School District, County of Kendall Stormwater Department, Bristol-Kendall Fire Department, and Illinois EPA.

8. Platting/Entitlement Period. PURCHASER shall file a Petition for Zoning & Site Plan Approval of Preliminary Engineering and a Preliminary Plat, solely at PURCHASER's expense, within thirty (30) days after the expiration of the Feasibility Period, then PURCHASER shall thereafter have one hundred eighty (180) days (the "Platting/Entitlement Period") to obtain approval of Zoning, Final Engineering and a Final Plat of Subdivision from the United City of Yorkville for development of the Subject Property with the following conditions:

Initials

GM / JAR

- A. That the Site Plan shall permit the development of up to 4 separate lots for commercial purposes as set out in the attached Exhibit "C". The individual parking lots to be maintained by the Association of the 4 lots in proportion to the parking area within the lot lines of each individual, or combined lot.

To conform to that request, PURCHASER shall create a Business Owner's Association in conjunction with Final Plat Approval providing for Cross Access Easements to each of the commercial areas; and cross parking agreements for the benefit of the 4 commercial lots.

- B. That the Zoning Class attributable to the commercial area shall be in substantial conformity with the United City of Yorkville B-3 Zoning District in order to permit building of office buildings, restaurants, or any other permitted or Special Use within the B-3 Zoning Classification or the less intense zoning classifications under the United City of Yorkville Unified Development Ordinance for B-1 and B-2 purposes.

The parties hereto acknowledge that the original Subdivision was planned and engineered for development with substantially the same lot coverage proposed in Exhibit "C" and that no additional detention or retention requirements other than connecting to current out lot storm ponds and current storm sewer installation to which the United City of Yorkville can grant access to Purchaser shall be required for development of the commercial or residential proposed on Exhibit "C" hereto.

- C. The parties agree that the City shall lock current existing City water and sanitary sewer connection tap on fees as are in effect as of December 1, 2023 for five (5) years following the date of City Council approval of the final plat of the Subject Property as outlined in Exhibit "C".
- D. That the residential proposed lots in the attached Exhibit "C" will be governed by Covenants and a Planned Unit Development Agreement limited to a 55 year and older active adult community. The lot sizes will conform at least to the minimum lot size and setback requirements that PURCHASER has used in a related Development that has been partially built out in the United City of Yorkville and known as Heartland Meadows.

PURCHASER may terminate this Agreement if it is unable to obtain Zoning Approvals within the Platting/Entitlement Period, by providing SELLER with written notice of termination on or before the expiration of the Platting/Entitlement Period, in which event the Earnest Money shall be released to PURCHASER and the parties shall have no further rights or obligations under this Agreement, with the exception of any surviving obligations of either party hereunder this Agreement, including but not limited to PURCHASER's restoration and indemnity obligations, which shall survive. If PURCHASER does not provide SELLER with written notice of termination on or before the expiration of the Feasibility Period.

If PURCHASER is satisfied with the Subject Property, it will deliver its Notice of Suitability ("NOS") prior to the expiration of the Feasibility Period.

Initials GM / JP

PURCHASER will also have the Platting Entitlement Period to commence and pursue all approvals from the United City of Yorkville and any other applicable authorities which are necessary to construct PURCHASER's intended improvements. PURCHASER's obligation to purchase the land is contingent upon receiving Final Site Plan/Final Plat approval from the United City of Yorkville along with zoning approvals including, without limitation, rezoning and/or re-platting of the Subject Property (if necessary), site plan approvals, fee verification, public financing assistance including, without limitation, department of transportation approvals, and applicable wetland/floodplain authority approvals. In the event that PURCHASER does not proceed with the purchase of either parcel, PURCHASER shall tender to SELLER at no cost all surveys, topography, environmental studies, drawings, evaluations of any kind and government agency reports of any kind obtained by PURCHASER during the Feasibility Period or platting entitlement period other than proprietary financial information at no cost.

Closing to occur within ninety (90) days after receipt of the final site plan approval, Final Engineering and Final Plat approval.

**9. Conditions to Closing.** Without limiting any of the other conditions to the Closing, the obligations of PURCHASER at closing under this Agreement is subject to the satisfaction of the following conditions ("Closing Conditions") as of the Closing Date any of which may be waived by PURCHASER:

**A.** All of the representations and warranties made by SELLER set forth in this Agreement shall be true and correct in all material respects when made. SELLER shall recertify its representations and warranties as of each Closing Date.

**B.** SELLER shall have performed, observed and complied in all material respects with all covenants and agreements required by this Agreement to be performed by SELLER at or prior to such Closing including, without limitation, delivery of all of documents required to be delivered at Closing by SELLER.

**10. Closing Deliveries.** At Closing the Parties shall execute the following documents and take the following actions:

**A. Payment of Purchase Price.** PURCHASER shall pay to SELLER the Purchase Price for the Subject Property plus or minus applicable adjustments and prorations under this Agreement.

**B. Warranty Deed.** SELLER shall deliver to PURCHASER a fully executed and recordable warranty deed for the Property to be purchased at Closing, conveying title to the Subject Property, subject only to the Permitted Exceptions including items set forth in Paragraph 6, the applicable City Zoning Ordinance and encumbrances that have accrued due to the acts or omissions of PURCHASER. The warranty deed shall be accompanied by an Illinois real estate transfer tax valuation affidavit ("PTAX-203"), as the purchase price is not to be reflected on the warranty deed. SELLER shall be responsible for preparation of the PTAX-203, the accuracy of all information contained therein and any supplements thereto that may be required. SELLER shall indemnify, defend and hold harmless PURCHASER from and against any and all claims, liabilities, losses, causes of action, damages, costs or expenses including court costs and reasonable attorney fees incurred by PURCHASER as

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a result of any failure to pay or accurately report Illinois real estate transfer taxes due as a result of PURCHASER's purchase of the Subject Property. The Parties acknowledge that No Revenue Stamps shall be required to be obtained or paid for by either Party since a sale from a Governmental Entity is Exempt under Illinois Compiled Statutes 200/31-45(b).

**C. Non-Foreign Person Affidavit.** SELLER shall furnish to PURCHASER with an affidavit stating that SELLER is not a "foreign person" within the meaning of IRC Section 1445(f)(3), as amended.

**D. Closing Statement.** SELLER and PURCHASER shall execute a closing statement showing the Purchase Price for the real property being acquired at Closing together with all prorations, adjustments and credits, if any, as required under this Agreement. SELLER shall pay for the Owner's Policy. PURCHASER shall pay for recording of the deed and mortgage and the costs of any title endorsements requested by PURCHASER, including any lender's title policy. Title Company closing fees, including any escrow fee, shall be split evenly between the Parties. There is no municipal transfer tax to be paid at a Closing.

**E. Title Insurance Policy.** SELLER shall order and pay for, and Chicago Title Insurance Company shall be prepared to issue, an owner's policy of title insurance subject only to the Permitted Exceptions in an amount equal to the Purchase Price (with extended coverage) with respect to the applicable Property to be purchased at Closing and provide to the Title Company such documents that may reasonably be requested by the Title Company to satisfy any of the Schedule B requirements applicable to SELLER. PURCHASER shall be responsible to pay the cost of any title company endorsements excluding extended coverage that PURCHASER requests or requires; or that are required by PURCHASER's Lender, if any.

**F. Affidavit of Title.** The SELLER shall execute a standard "Affidavit of Title."

**G.** certificate stating that no financing statements executed by or on behalf of Seller have been filed against the Premises since the date of the most recent UCC searches delivered by Seller to Buyer hereunder;

**H.** evidence of any notices, reports or registrations received from or delivered to the Illinois State Fire Marshall under any regulations for Underground Storage Tanks and/or any other federal, state or local health and safety regulations;

**I. Further Assurances.** The parties shall execute such additional documents and instruments and take such further actions as may be reasonably requested by either party or necessary to complete the purchase and sale of the real property at each Takedown in accordance with this Agreement.

**11. Real Estate Tax Prorations** . Real Estate taxes shall be prorated at 105% of the last year's tax bill if any.

**12. Possession.** At closing, SELLER shall deliver to PURCHASER exclusive physical possession of the real property that is acquired by PURCHASER, free and clear of any rights or claims of possession by SELLER or any third party.

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**13. Permits, Fees; Plans and Elevations:**

PURCHASER shall pay any zoning application fees, studies, or engineering drawings with regard to the development Property. PURCHASER shall hold SELLER harmless from payment for any fees or costs for entitlement and permitting matters with respect to the Subject Property which result from or are based on any such zoning or entitlement requests by or approvals obtained by Purchaser. SELLER hereby consents to the right of PURCHASER to file for any necessary Zoning/Platting/Review Requirements as a Contract Purchaser once SELLER executes its acceptance of this Contract in writing.

**14. SELLER's Representations, Warranties and Covenants.** SELLER represents, warrants and covenants to PURCHASER the following:

**A. Power and Capacity.** SELLER has the full power, capacity and legal right to execute and deliver this Agreement and sell the Subject Property to PURCHASER pursuant to the terms of this Agreement. The execution, delivery and performance of this Agreement and the obligations undertaken by SELLER under this Agreement have been duly authorized by all necessary action, and this Agreement has been executed by a duly authorized representative of SELLER and constitutes a valid and binding obligation of SELLER, enforceable in accordance with its terms. At all times during the term of this Agreement, SELLER shall not transfer any portion of the Subject Property or grant or permit any easements, liens, mortgages encumbrances or other interests with respect to the Real property without PURCHASER's prior written consent.

**B. Contractual Obligations.** The execution and delivery of this Agreement, and the performance by SELLER of any and all transactions contemplated by this Agreement, will not breach any contractual covenant or restriction between SELLER and any third- party affecting the real property.

**C. Condemnation Proceedings: Special Assessments.** SELLER has neither received written notice nor has actual knowledge of any condemnation or eminent domain proceeding regarding any of the Subject Property and has not entered into any negotiations for the disposition of any of the Subject Property in lieu of the commencement of condemnation or eminent domain proceedings and, to SELLER's actual knowledge, without duty of inquiry, there are no proceedings pending before any governmental agency to impose a special assessment or other public authority charge against all or any of the Real property.

**D. Litigation.** There is no pending or, to the best of SELLER's actual knowledge, threatened litigation, administrative action or examination, claim or demand relating to the Real property, or any pending or threatened exercise of the power of eminent domain, condemnation proceeding or other, governmental taking with respect to all or any part of the real property. No notice of default under laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the real property, or any like agreement, has been issued or threatened to SELLER.

**E. Condition of the Property.** PURCHASER acknowledges that the Subject Property is being purchased in an "AS IS" condition and SELLER is not making any representation as to the condition of the Property; except as previously stated herein

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**F. Existing Due Diligence Materials.** The Existing Due Diligence Materials are all of the surveys, plats, agreements, declarations, ordinances, soil reports, notices, environmental studies or other report prepared for SELLER that SELLER has in its possession or control. To the best of SELLER's knowledge, the Existing Due Diligence Materials are copies of the original documents in the SELLER's possession.

**G. Environmental.** To the best of SELLER's knowledge, no hazardous substances are located on or have been stored, generated, used, processed or disposed of on or released or discharged from (including ground water contamination) the Real property or the Subject Property, and no above ground or underground storage tanks exist on or have been removed from, the Subject Property. Anything in this Agreement to the contrary notwithstanding, it is expressly understood and agreed that PURCHASER does not assume or agree to be responsible for, and SELLER hereby agrees to defend, indemnify and hold PURCHASER harmless from and against any and all claims, obligations and liabilities and all costs, expenses and attorney's fees incurred based upon or arising out of any obligation, liability, loss, damage or expense, of whatever kind or nature, contingent or otherwise, known or unknown, incurred under, or imposed by, any environmental laws with respect to a Subject Property prior to the Closing and the Subject Property. SELLER's obligation to indemnify PURCHASER with respect to environmental matters shall expressly survive termination of this Agreement in accordance with Section 24 of this Agreement.

**H.** The Subject Property is currently tax exempt and no action has occurred to alter the tax exempt status.

**I.** To the best of SELLER's knowledge and SELLER has received no Notices Ordinances or other notifications of any obligations in connection with the Subject Property or any so-called "**recapture agreement**" involving refund for sewer extension, over sizing utility lines, lighting, roadway or like expense or charge for work or services done upon or relating to the Subject Property which will bind PURCHASER or the Premises from and after the Closing Date.

**J.** All United City of Yorkville Service Contracts, management contracts, and leases with respect to the Property shall be terminated at or prior to closing.

**15. PURCHASER's Representations, Warranties and Covenants.** PURCHASER represents, warrants and covenants to SELLER as follows:

**A. Due Organization.** PURCHASER is a legal entity duly organized and in good standing under the laws of the State of Illinois.

**B. Power and Capacity.** PURCHASER has the full power, capacity, authority and legal right to execute and deliver this Agreement and to perform its obligations under this Agreement.

**C. Due Authorization.** This Agreement has been duly authorized, executed and delivered by PURCHASER and constitutes the legal, valid and binding obligation of

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PURCHASER, enforceable in accordance with its terms. Prior to Closing, any and all documents required by this Agreement to be executed and delivered by PURCHASER shall have been duly authorized, executed and delivered by PURCHASER, and all such documents shall contain legal, valid and binding obligations of PURCHASER enforceable in accordance with their terms.

**16. Signage.** Signage mutually acceptable to SELLER and PURCHASER may be erected at PURCHASER's expense on the Subject Property. SELLER agrees to allow signage to be installed at the close of Feasibility Period provided that any such signage shall be in conformity with any applicable United City of Yorkville Unified Development Ordinance.

**17. Real Estate Commission.** The Parties hereto acknowledge that NO Real Estate Brokerage Commission or Property Manager payment is due to any Third Party that arises out of this transaction.

**18. Condemnation.** In the event that notice of any action, suit or proceeding shall be given for the purpose of condemning all or any portion of the Subject Property prior to the date such real property has been conveyed to PURCHASER, then PURCHASER's rights and obligations under this Agreement with respect to such real property shall terminate, and the proceeds resulting from the condemnation shall be paid to SELLER.

**19. Default.**

**A. PURCHASER Default.** If PURCHASER fails to purchase the Subject Property according to the terms of this Agreement, the SELLER shall provide PURCHASER written notice of said default ("SELLER Default Notice"). PURCHASER shall have thirty (30) days from its receipt of the SELLER Default Notice ("Cure Period") to cure or to substantially commence a cure of the default(s) identified in the SELLER Default Notice. SELLER shall have the right to terminate this Agreement if PURCHASER fails to cure or substantially commence a cure of the default identified in the SELLER Default Notice during the Cure Period. In the event of the termination of this Agreement, SELLER shall retain the any earnest money being held by Title Insurer at the time of such respective default by PURCHASER. Retention of the earnest money shall be deemed liquidated damages as SELLER'S sole and exclusive remedy that Parties agree that the damages suffered by SELLER would be speculative and difficult to ascertain and not a penalty, and the Parties shall have no further rights or obligations under this Agreement, with the exception of obligations which expressly survive termination.

**B. SELLER Default.** If SELLER defaults in the performance of its obligations under this Agreement, and such default is not cured or SELLER has not substantially commenced a cure within thirty (30) days from SELLER's receipt of written notice from PURCHASER, PURCHASER may at Its discretion either (i) terminate this Agreement by written notice to SELLER, in which event the Earnest Money shall be returned to PURCHASER; or commence an action under Illinois law to specifically enforce this Agreement. Thereafter neither party shall have any further claims or obligations hereunder, except such obligations as are herein expressly made to survive such termination; or (ii) seek specific performance of this Agreement.

**20. No Joint Venture.** (a) Neither Party is the agent, partner or joint venture partner of the other; neither Party has any obligation to the other except as specified in this Agreement.

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**21. Non-Waiver.** The failure of either Party to complain of any act or omission on the part of the other Party, no matter how long it may continue, shall not be deemed to be a waiver by any Party to any of its rights hereunder except as expressly provided for in this Agreement.

**22. Third Party Rights.** No Party other than SELLER and PURCHASER and their successors and assigns, shall have any right to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of SELLER and PURCHASER, and their respective successors or assigns, and not for the benefit of any other Party.

**23. Survival.** The representations, warranties and covenants contained in this Agreement shall survive a Takedown with respect to such Property acquired in each respective Takedown for a twelve (12) month period thereafter and shall not merge upon the delivery of the warranty deed for the Property.

**24. Time.** TIME IS OF THE ESSENCE OF ANY AND ALL UNDERTAKINGS AND AGREEMENTS OF THE PARTIES HERETO.

**25. Notices.** All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall be either (i) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier, (ii) sent by email, in which case notice shall be deemed delivered upon transmission of such notice, or (iii) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until two (2) Business Days following actual receipt of such notice. The Parties agree that the attorney for each respective party has the authority to send and receive notices on behalf of such party.

If To SELLER:           United City of Yorkville  
Attn: \_\_\_\_\_  
651 Prairie Pointe Drive  
Yorkville, IL 60560  
Telephone: 630-553-4350  
E-mail: \_\_\_\_\_

With a copy to:       Attorney Kathleen Field Orr  
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.  
1804 North Naper Boulevard, Suite 350  
Naperville, Illinois 60563  
0:312-382-2113, C: 708-267-6244  
[kfo@ottosenlaw.com](mailto:kfo@ottosenlaw.com)

If To PURCHASER: Heartland Meadows, LLC, An Illinois Limited Liability Company  
608 E. Veterans Parkway  
Yorkville, Illinois 60560  
Telephone: 630-553-3322  
Email No: [gmarken@markenllc.com](mailto:gmarken@markenllc.com)

Initials am / JPK

With a copy to: Daniel Kramer  
The Law Office of Dan Kramer  
1107A South Bridge Street  
Yorkville, IL. 60560  
Telephone: 630-553-9500  
Email: [dkramer@dankramerlaw.com](mailto:dkramer@dankramerlaw.com)

Any party to this Agreement may at any time change the address for notices to that party by giving notice in this manner.

**26. Days.** Whenever this Agreement requires that something be done within a specified period of days, that period shall (i) not include the day from which the period commences, (ii) include the day upon which the period expires, (iii) expire at 6:00 p.m., local time in the jurisdiction in the where the Property is located on the day upon which the period expires, and (iv) unless otherwise specified in this Agreement, be construed to mean calendar days; provided, that if the final day of the period falls on a Saturday, Sunday or legal holidays, which shall include but not be limited to December 24, 25 and January 1, the period shall extend to the first business day thereafter. As used in this Agreement, "business day" means each day of the year other than Saturdays, Sundays, legal holidays and days on which national banks in the location where the Subject Property is located are generally authorized or obligated by law to close.

**27. Severability.** If one (1) or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained within the body of this Agreement.

**28. Entire Agreement.** This Agreement embodies the entire understanding between the Parties with respect to the transaction contemplated herein and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded by and merged into this Agreement. Neither this Agreement nor any of its provisions may be waived, modified or amended except by an instrument in writing signed by the party against which enforcement is sought, and then only to the extent set forth in that instrument.

**29. Governing Law.** This Agreement shall be governed by and construed in accordance with the provisions of the laws of the State of Illinois. Kendall County shall be the agreed venue for any action with respect to the subject matter hereof.

**30. Captions; Agreement Preparation.** Captions to paragraphs and sections of this Agreement have been included solely for the sake of convenient reference and are entirely without substantive effect. Each of the Parties has joined in and contributed to drafting this Agreement, and the Parties agree that there shall be no presumption favoring or burdening any one or more Parties based upon draftsmanship.

**31. Successors and Assigns.** Either party shall be entitled to assign its rights or obligations under this Agreement without the consent of the other party so long as such assignment is to entity which is controlled or is a parent entity exercising control over such party. Any other

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assignment shall require the consent of the other party, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon, and its benefits shall inure to, the Parties hereto and their respective heirs, personal representatives, successors and assigns.

**32. Counterparts; Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. For purposes of this Agreement, a facsimile signature or electronic copy of a signature shall be deemed the same as an original.

**33. Confidentiality.** Except to the extent that either party needs to disclose financial terms of this agreement to professionals bound by privileged to their respective client or a Lender, the parties shall keep all financial and closing terms of this Agreement confidential between they and their retained experts.

**34. Illinois Bulk Sales.** SELLER warrants to PURCHASER that it has no obligation to comply with the Illinois Bulk Sale Act in that the subject Real Estate Sale does not comprise a significant portion of the SELLER's real property; or result in a transfer of SELLER's Business.

**35. Time.** SELLER and PURCHASER agree that time is of the essence and that failure of either party to strictly comply with the time limitations contained herein shall be considered as a default unless provided otherwise herein or unless expressly waived in writing by agreement of the non-defaulting party.

**36. Counterpart/PDF Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Further this Agreement may be executed by PDF attached to email transmission and such PDF signatures shall be valid and binding for all purposes when transmitted to the other party. Notwithstanding the foregoing, each party signing by PDF agrees to provide the other with an original signature hereon within two (2) business days of its execution of this Agreement.

Initials GM , JRP

Signature Page Follows

Initials GM / JRP

**THIS AGREEMENT** has been executed by the SELLER hereto on the date set forth below.

**"SELLER"**

United City of Yorkville

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

Mayor

Attest: \_\_\_\_\_

City Clerk

Dated: \_\_\_\_\_

1/30/2024

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**THIS AGREEMENT** has been executed by the PURCHASER hereto on the date set forth below.

**"PURCHASER"**

HEARTLAND MEADOWS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

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

Its: \_\_\_\_\_ Agent \_\_\_\_\_

Dated: 1.30.24

Initials GM JPP

Initials GM JPP



**Exhibit "A"**

**Legal Description**

Lot 22 in Kendall Marketplace, being a Subdivision of part of the Southeast Quarter of Section 19, the South Half of Section 20, and the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian, in the United City of Yorkville, Kendall County, Illinois. PIN: Part of 02-20-351-002 Address: Part of the land located at the Northwest Corner of Route 34 and Cannonball Drive, Yorkville, Illinois.

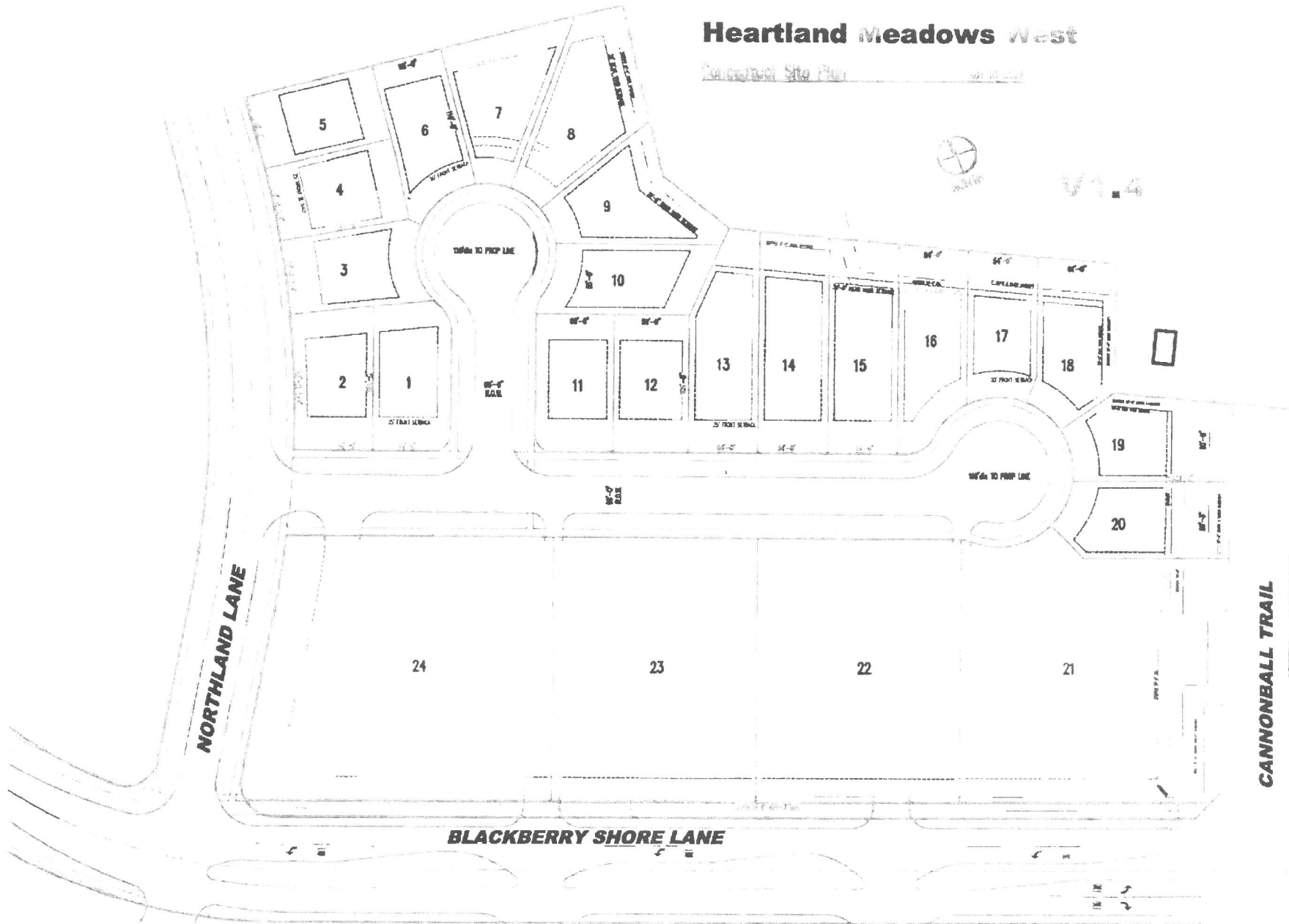
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# Heartland Meadows West

Conceptual Site Plan



Handwritten signature and initials: CM

Exhibit "C"

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: 7710676  
Purchase Order:

State of Illinois - Kendall

**Chicago Tribune Media Group** does hereby certify that it is the publisher of the The Beacon-News. The The Beacon-News is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Aurora, Township of Aurora, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 10/18/2024, and the last publication of the notice was made in the newspaper dated and published on 10/18/2024.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

PUBLICATION DATES: **Oct 18, 2024.**

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The Beacon-News

In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

19th Day of October, 2024, by

**Chicago Tribune Media Group**



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Jeremy Gates

**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING  
BEFORE  
UNITED CITY OF YORKVILLE  
PLANNING AND ZONING  
COMMISSION  
PZC 2024-21**

**NOTICE IS HEREBY GIVEN** THAT Marker Inc., the contract purchaser and petitioner, along with the United City of Yorkville, the property owner, have submitted applications to the City of Yorkville, Kendall County, Illinois. They are requesting an amendment to the Kendall Marketplace Planned Unit Development (PUD) Agreement and seeking preliminary and final PUD plan approval. The request aims to develop Heartland Meadows West, a mixed-use project featuring twenty (20) single-family residential lots for an active adult community and four (4) commercial outlots. The proposed underlying zoning designations are R-2 Single-Family Traditional Residential District for the residential area and B-3 General Retail District for the commercial area. The petitioner is also requesting deviations to the side and rear yard setbacks within the R-2 District. The subject property is located on the north side of Blackberry Shore Lane, between Northland Lane and Cannonball Trail, on an approximately 8.3-acre vacant parcel.

The legal description is as follows:

LOT 22 IN KENDALL MARKETPLACE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 19, THE SOUTH HALF OF SECTION 20, AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

**PIN: 02-120-351-006**

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, November 13, 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

# CHICAGO TRIBUNE

media group

to the United City of Yorkville  
Community Development De-  
partment, City Hall, 651 Prairie  
Pointe Drive, Yorkville, Illinois,  
and will be accepted up to  
the date of the public hearing.  
For more project information,  
please scan the QR code below.

By order of the Corporate Au-  
thorities of the United City of  
Yorkville, Kendall County, Illinois.

JORI BEHLAND  
City Clerk  
10/18/2024 7710676



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

Agenda Item Number

Planning and Zoning Commission #2

Tracking Number

PZC 2024-25 & EDC 2024-85

### Agenda Item Summary Memo

**Title:** PZC 2024-25 UDO Chapter 5 Development Standards Fences (Text Amendment)

**Meeting and Date:** City Council – January 14, 2025

**Synopsis:** Text Amendment to Unified Development Ordinance regarding permitted materials  
in residential districts

#### Council Action Previously Taken:

Date of Action: PZC – 12/11/24 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2024-25 & EDC 2024-85

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Sara Mendez Community Development  
Name Department

#### Agenda Item Notes:

See attached memo.



# Memorandum

To: City Council  
From: Sara Mendez, Planner I  
CC: Bart Olson, City Administrator  
Krysti Barksdale-Noble, Community Development Director  
Date: December 4, 2024  
Subject: **PZC 2024-25** UDO Chapter 5 Development Standards (Fences)

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## **SUMMARY:**

A request to amend Section 10-5-5. Fences in the Unified Development Ordinance regarding the permitted materials for fences in the City's residential districts. The proposed amendment would allow for vinyl coated chain-link fences to be a permitted material in the rear and side yards only in residential districts, where now vinyl coated-chain link fences are solely permitted in the rear and side yard only on properties in nonresidential districts.

## **PROPOSED MOTION:**

*In consideration of testimony presented during a Public Hearing on December 11, 2024 and discussions conducted at that meeting, the Planning and Zoning Commission recommends approval to the City Council of a request to amend Section 10-5-5 Fences in the Unified Development Ordinance to allow vinyl coated chain link be listed as an acceptable fence material in the rear and side yard only in all zoning district as presented in a staff memorandum dated December 4, 2024.*

## **Action:**

Vinyard-aye, Forristall-aye, Hyett-aye, Crouch-aye, Linnane-aye.

**5 ayes; 0 nays**

## **Attachments**

1. Draft Approving Ordinance
2. Proposed redlined amendments to Section 10-5-5 Fences in the Unified Development Ordinance
3. Page 123 of 2015 Zoning Ordinance
4. Public Hearing Notice

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

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,  
APPROVING AN AMENDMENT TO THE YORKVILLE UNIFIED DEVELOPMENT  
ORDINANCE REGARDING FENCE STANDARDS**

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

**WHEREAS**, pursuant to Section 10-8-11 of the United City of Yorkville Unified Development Ordinance (“UDO”) the City may initiate amendments to the Zoning Ordinance; and

**WHEREAS**, the City filed a request seeking an amendment to the UDO to permit vinyl coated chain link fences on residential properties; and

**WHEREAS**, the Planning and Zoning Commission convened and held a public hearing on December 11, 2024 to consider the request and forward a recommendation to the City Council to approve the requested text amendment.

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

**Section 1.** That the above recitals are hereby incorporated and made a part of this Ordinance.

**Section 2.** That Section 10-5-5 Fences of the United City of Yorkville Unified Development Ordinance, specifically 10-5-5(A)(4)(h) regarding vinyl coated chain-link fences, is hereby amended as attached hereto and made a part hereof as *Exhibit A*.

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

*[Remainder of page intentionally left blank. Roll call vote follows.]*



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

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

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

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

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

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

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

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

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

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

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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

## 10-5-5. Fences

### A. Regulations for All Zoning Districts.

1. Fences thirty-six (36) inches or more in height require a building permit.
2. All fences must be erected so that the finished side of the fence faces outward or away from the lot on which the fence is erected.
3. No more than two (2) different types of fencing material are permitted per lot.
4. **Materials.** The materials listed below are acceptable for a fence in any district unless specific districts are specified in this subsection. These materials are an example of acceptable fencing. The Zoning Administrator has the right to approve similar materials not listed as long as they are consistent with the surrounding land use.
  - a. Stone,
  - b. Brick,
  - c. Natural rot resistant wood (cedar, cyprus, redwood),
  - d. Cast or wrought iron,
  - e. Plastic,
  - f. Aluminum,
  - g. Composite wood and plastic,
  - h. Vinyl coated chain-link (rear and side yard only ~~in all zoning districts on properties in nonresidential districts~~).
  - i. Galvanized chain-link (only on M-1 or M-2 properties adjacent to other M-1 or M-2 property).

### B. Placement.

1. 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 and must be located entirely on the property of the owner constructing it.
2. Fences may be constructed within an easement, though future work within the easement may result in the removal of the fence. Fences are not allowed in some types of restricted easements, such as those dedicated for landscape, sidewalks, trails, access or where otherwise limited by an easement document.
3. The property owner is responsible for locating property lines, prior to the installation of the fence.
4. Fences, walls, or hedges shall not encroach on any public right-of-way.
5. It shall be the responsibility of the property owner to ensure that a fence does not block or obstruct the flow of stormwater.
6. All solid fences, walls, hedges, or shrubberies which exceed three (3) feet above the street grade shall comply with the vision clearance standards of Section 10-5-6 of this title.

### C. Prohibited Fences.

1. Fences or enclosures charged with or designed to be charged with electrical current are prohibited, except for underground dog fences.
2. Any fence made of, in whole or in part, cloth, canvas or other like material is prohibited.

3. No fence shall be constructed of used or discarded materials in disrepair, including, but not limited to, pallets, tree trunks, trash, tires, junk, or other similar items as determined by the Zoning Administrator.
- D. **Height.** Except as otherwise permitted in this title, annexation agreements, planned unit developments or any other development related agreements or ordinances, fences shall not exceed the maximum height as listed in Table 10-5-5(D) of this section.

<b>Table 10-5-5(D) Fence Height Standards</b>				
District/Use	Maximum Height per Yard			
	Front Yard	Corner Side Yard	Interior Side Yard	Rear Yard
Residential Districts	3 feet <sup>1</sup>	6 feet	6 feet <sup>2</sup>	6 feet <sup>2</sup>
Business Districts	3 feet <sup>1</sup>	6 feet	6 feet <sup>2</sup>	6 feet <sup>2</sup>
Manufacturing District	8 feet	8 feet	8 feet	8 feet
Public Uses and Utilities	8 feet	8 feet	8 feet	8 feet
<b>Notes:</b>				
1. Fence may be a maximum of four (4) feet in height if opacity does not exceed fifty (50) percent.				
2. Fence may be a maximum of eight (8) feet in height if in a residential district and adjacent to a nonresidential use or in a business district and adjacent to a residential use.				

**E. Regulations for Residential Districts****1. Height**

Except as otherwise permitted in this ordinance, annexation agreements, Planned Unit Developments or any other development related agreements or Ordinances fences shall not exceed the maximum height as listed in Table 10.17.01.

<b>Table 10.17.01 Residential District Fence Heights</b>	
<b>Yard</b>	<b>Maximum Height</b>
Front Yard	3 Feet 4 Feet if at a maximum 50% opacity
Interior Side Yard	6 Feet 8 Feet if adjacent to a non-residential use
Corner Side Yard	3 Feet 4 Feet if at a maximum 50% opacity
Rear Yard	6 Feet 8 Feet if adjacent to a non-residential use

**2. Materials**

The following materials are acceptable for any residential district fence:

- Stone
- Brick
- Natural Rot Resistant Wood (Cedar, Cyprus, Redwood)
- Cast or Wrought Iron
- Plastic
- Aluminum
- Composite Wood and Plastic
- Vinyl Coated Chain Link (rear and side yard only)

3. These materials are an example of acceptable fencing. The Community Development Director has the right to approve similar materials not listed as long as they are consistent with the surrounding land use.

**F. Regulations for Business Districts****1. Height**

Except as otherwise permitted in this ordinance, annexation agreements, Planned Unit Developments or any other development related agreements or Ordinances fences shall not exceed the maximum height as listed in Table 10.17.02.

<b>Table 10.17.02 Business District Fence Heights</b>	
<b>Yard</b>	<b>Maximum Height</b>
Front Yard	3 Feet 4 Feet if at least 50% opacity
Interior Side Yard	6 Feet 8 Feet if adjacent to a residential use
Corner Side Yard	3 Feet 4 Feet if at least 50% opacity
Rear Yard	6 Feet 8 Feet if adjacent to a residential use

**2. Materials**

The following materials are acceptable for any business district fence:

- Stone
- Brick
- Natural Rot Resistant Wood (Cedar, Cyprus, Redwood)
- Cast or Wrought Iron
- Plastic
- Aluminum
- Composite Wood and Plastic
- Vinyl Coated Chain Link (rear and side yard only)

3. These materials are an example of acceptable fencing. The Community Development Director has the right to approve similar materials not listed as long as they are consistent with the surrounding land use.



# Memorandum

To: Planning and Zoning Commission  
From: Sara Mendez, Planner I  
CC: Bart Olson, City Administrator  
Krysti Barksdale-Noble, Community Development Director  
Date: December 4, 2024  
Subject: **PZC 2024-25** UDO Chapter 5 Development Standards (Fences)

## SUMMARY:

A request to amend Section 10-5-5. Fences in the Unified Development Ordinance regarding the permitted materials for fences in the City's residential districts. The proposed amendment would allow for vinyl coated chain-link fences to be a permitted material in residential districts, where now vinyl coated-chain link fences are solely permitted in the rear and side yard only on properties in nonresidential districts.

## BACKGROUND:

The City's Community Development Department has been receiving several inquiries from residents requesting vinyl coated chain link be a permitted fence material on their property. However, due to the City's current standards, the vinyl coated chain link material is not permitted.

In the City's 2015 Zoning Ordinance, vinyl coated chain link was listed as an acceptable material for fences on residential properties in the rear and side yard only. Therefore, residents are strongly urging the City to consider reverting the ordinance back to allow vinyl coated chain link be listed as an acceptable fence material in the rear and side yard of their properties. Below is an image of the 2015 Zoning Ordinance showing the list of permitted materials in residential districts.

Chapter 17: Fencing and Screening													
<b>E. Regulations for Residential Districts</b>													
<b>1. Height</b>													
Except as otherwise permitted in this ordinance, annexation agreements, Planned Unit Developments or any other development related agreements or Ordinances fences shall not exceed the maximum height as listed in Table 10.17.01.													
<table><tr><th colspan="2">Table 10.17.01 Residential District Fence Heights</th></tr><tr><th>Yard</th><th>Maximum Height</th></tr><tr><td>Front Yard</td><td>3 Feet 4 Feet if at a maximum 50% opacity</td></tr><tr><td>Interior Side Yard</td><td>6 Feet 8 Feet if adjacent to a non-residential use</td></tr><tr><td>Corner Side Yard</td><td>3 Feet 4 Feet if at a maximum 50% opacity</td></tr><tr><td>Rear Yard</td><td>6 Feet 8 Feet if adjacent to a non-residential use</td></tr></table>		Table 10.17.01 Residential District Fence Heights		Yard	Maximum Height	Front Yard	3 Feet 4 Feet if at a maximum 50% opacity	Interior Side Yard	6 Feet 8 Feet if adjacent to a non-residential use	Corner Side Yard	3 Feet 4 Feet if at a maximum 50% opacity	Rear Yard	6 Feet 8 Feet if adjacent to a non-residential use
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The following materials are acceptable for any residential district fence:													
<ul style="list-style-type: none"><li>• Stone</li><li>• Brick</li><li>• Natural Rot Resistant Wood (Cedar, Cypress, Redwood)</li><li>• Cast or Wrought Iron</li><li>• Plastic</li><li>• Aluminum</li><li>• Composite Wood and Plastic</li><li>• Vinyl Coated Chain Link (rear and side yard only)</li></ul>													
<b>3. These materials are an example of acceptable fencing. The Community Development Director has the right to approve similar materials not listed as long as they are consistent with the surrounding land use.</b>													

In the summer of 2019, the City began updating its zoning and development controls to make them more user-friendly, modern, and aligned with the community's vision for the future, as outlined in the 2016

Comprehensive Plan. To support this effort, the Unified Development Ordinance (UDO) Advisory Committee was formed to provide guidance and ensure that the project aligned with Yorkville’s vision and goals. Members of the UDO Advisory Committee were appointed by the Mayor and City Council. The table below display the five members of the UDO Advisory Committee.

Name	Title
Chris Funkhouser	Public Safety, Alderman
Daniel Transier	Alderman
Debra Horaz	PZC, White Oaks Homeowners Association
Jeff Olson	PZC, Construction
David Schultz	Resident, Engineer, HR Green

During the December 9, 2021, UDO Advisory Committee meeting, the committee reviewed Chapter 5 Development Standards, which included regulations on fences. The committee unanimously agreed that plastic-coated or plastic strip chain link fences should not be allowed in residential areas, but existing fences using these materials would be grandfathered in until replacement was necessary. Per the meeting minutes, *“The committee discussed the use of galvanized chain link fences in residential, commercial, and industrial areas. Plastic coating or plastic strips could be used in the fence in certain applications. They unanimously decided those fences should not be allowed in residential areas. If they are already present, the fence will be grandfathered in until it must be replaced. They also agreed to leave the height at 6 feet for a fence on a corner lot.”* Therefore, vinyl coated chain link was removed as a permitted material in residential districts and changed to only be allowed in rear and side yards only on properties in nonresidential districts. With the changes of the fencing materials allowed in residential area included, the City adopted the updated Unified Development Ordinance in January 2024.

Due to the influx of requests made by residents and residents noting vinyl coated chain link fences used to be approved by the city, Staff is requesting to amend Section 10-5-5. Fences in the Unified Development Ordinance, to be reverted to the City’s 2015 Zoning Ordinance where vinyl coated chain link are a permitted material in the rear and side yard only on residential properties.

#### **PROPOSED TEXT AMENDMENT:**

Staff is proposing to amend Section 10-5-5. Fences in the Unified Development Ordinance (UDO) related to materials permitted in residential districts. The following is a summary of the proposed amendments:

##### **A. Regulations for All Zoning Districts.**

1. Fences thirty-six (36) inches or more in height require a building permit.
2. All fences must be erected so that the finished side of the fence faces outward or away from the lot on which the fence is erected.
3. No more than two (2) different types of fencing material are permitted per lot.
4. **Materials.** The materials listed below are acceptable for a fence in any district unless specific districts are specified in in this subsection. These materials are an example of acceptable fencing.

The Zoning Administrator has the right to approve similar materials not listed as long as they are consistent with the surrounding land use.

- a. Stone,
- b. Brick,
- c. Natural rot resistant wood (cedar, cyprus, redwood),
- d. Cast or wrought iron,
- e. Plastic,
- f. Aluminum,
- g. Composite wood and plastic,
- h. Vinyl coated chain-link (rear and side yard only in all zoning districts ~~on properties in nonresidential districts~~).
- i. Galvanized chain-link (only on M-1 or M-2 properties adjacent to other M-1 or M-2 property).

**B. Placement.**

1. 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 and must be located entirely on the property of the owner constructing it.
2. Fences may be constructed within an easement, though future work within the easement may result in the removal of the fence. Fences are not allowed in some types of restricted easements, such as those dedicated for landscape, sidewalks, trails, access or where otherwise limited by an easement document.
3. The property owner is responsible for locating property lines, prior to the installation of the fence.
4. Fences, walls, or hedges shall not encroach on any public right-of-way.
5. It shall be the responsibility of the property owner to ensure that a fence does not block or obstruct the flow of stormwater.
6. All solid fences, walls, hedges, or shrubberies which exceed three (3) feet above the street grade shall comply with the vision clearance standards of Section ~~10-5-6~~ of this title.

**C. Prohibited Fences.**

1. Fences or enclosures charged with or designed to be charged with electrical current are prohibited, except for underground dog fences.
2. Any fence made of, in whole or in part, cloth, canvas or other like material is prohibited.
3. No fence shall be constructed of used or discarded materials in disrepair, including, but not limited to, pallets, tree trunks, trash, tires, junk, or other similar items as determined by the Zoning Administrator.

- D. Height.** Except as otherwise permitted in this title, annexation agreements, planned unit developments or any other development related agreements or ordinances, fences shall not exceed the maximum height as listed in Table 10-5-5(D) of this section.

<b>Table 10-5-5(D) Fence Height Standards</b>				
District/Use	Maximum Height per Yard			
	Front Yard	Corner Side Yard	Interior Side Yard	Rear Yard
<b>Residential Districts</b>	3 feet <sup>1</sup>	6 feet	6 feet <sup>2</sup>	6 feet <sup>2</sup>
<b>Business Districts</b>	3 feet <sup>1</sup>	6 feet	6 feet <sup>2</sup>	6 feet <sup>2</sup>
<b>Manufacturing District</b>	8 feet	8 feet	8 feet	8 feet
<b>Public Uses and Utilities</b>	8 feet	8 feet	8 feet	8 feet
Notes:				
<ol style="list-style-type: none"> <li>1. Fence may be a maximum of four (4) feet in height if opacity does not exceed fifty (50) percent.</li> <li>2. Fence may be a maximum of eight (8) feet in height if in height if in a residential district and adjacent to a nonresidential use or in a business district and adjacent to a residential use.</li> </ol>				

### **STAFF COMMENTS:**

Staff supports the proposed text amendment to the Fence Standards in the Unified Development Ordinance, as it addresses ongoing resident requests to revert to the City's 2015 Zoning Ordinance standards. Additionally, allowing vinyl-coated chain link fences in the rear and side yards of residential districts will not impact the public health, safety, or general welfare of City residents. This text amendment request will be brought to City Council on January 14, 2024.

As currently written, the provision in the UDO may seem ambiguous to residents and staff, leading to potential misinterpretation that vinyl-coated chain link fencing is allowed in all residential yards and only in the rear and side yards for non-residential properties. If the proposed text amendment is not approved, staff suggests adding language to clarify this ambiguity.

### **PROPOSED MOTION:**

*In consideration of testimony presented during a Public Hearing on December 11, 2024 and discussions conducted at that meeting, the Planning and Zoning Commission recommends approval to the City Council of a request to amend Section 10-5-5 Fences in the Unified Development Ordinance to allow vinyl coated chain link be listed as an acceptable fence material in the rear and side yard only in all zoning district as presented in a staff memorandum dated December 4, 2024 and further subject to {insert any additional conditions of the Planning and Zoning Commission}...*

### **Attachments**

1. Draft Approving Ordinance
2. Proposed redlined amendments to Section 10-5-5 Fences in the Unified Development Ordinance
3. Page 123 of 2015 Zoning Ordinance
4. Public Hearing Notice



## 10-5-5. Fences

### A. Regulations for All Zoning Districts.

1. Fences thirty-six (36) inches or more in height require a building permit.
2. All fences must be erected so that the finished side of the fence faces outward or away from the lot on which the fence is erected.
3. No more than two (2) different types of fencing material are permitted per lot.
4. **Materials.** The materials listed below are acceptable for a fence in any district unless specific districts are specified in this subsection. These materials are an example of acceptable fencing. The Zoning Administrator has the right to approve similar materials not listed as long as they are consistent with the surrounding land use.
  - a. Stone,
  - b. Brick,
  - c. Natural rot resistant wood (cedar, cyprus, redwood),
  - d. Cast or wrought iron,
  - e. Plastic,
  - f. Aluminum,
  - g. Composite wood and plastic,
  - h. Vinyl coated chain-link (rear and side yard only ~~in all zoning districts on properties in nonresidential districts~~).
  - i. Galvanized chain-link (only on M-1 or M-2 properties adjacent to other M-1 or M-2 property).

### B. Placement.

1. 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 and must be located entirely on the property of the owner constructing it.
2. Fences may be constructed within an easement, though future work within the easement may result in the removal of the fence. Fences are not allowed in some types of restricted easements, such as those dedicated for landscape, sidewalks, trails, access or where otherwise limited by an easement document.
3. The property owner is responsible for locating property lines, prior to the installation of the fence.
4. Fences, walls, or hedges shall not encroach on any public right-of-way.
5. It shall be the responsibility of the property owner to ensure that a fence does not block or obstruct the flow of stormwater.
6. All solid fences, walls, hedges, or shrubberies which exceed three (3) feet above the street grade shall comply with the vision clearance standards of Section 10-5-6 of this title.

### C. Prohibited Fences.

1. Fences or enclosures charged with or designed to be charged with electrical current are prohibited, except for underground dog fences.
2. Any fence made of, in whole or in part, cloth, canvas or other like material is prohibited.

3. No fence shall be constructed of used or discarded materials in disrepair, including, but not limited to, pallets, tree trunks, trash, tires, junk, or other similar items as determined by the Zoning Administrator.
- D. **Height.** Except as otherwise permitted in this title, annexation agreements, planned unit developments or any other development related agreements or ordinances, fences shall not exceed the maximum height as listed in Table 10-5-5(D) of this section.

<b>Table 10-5-5(D) Fence Height Standards</b>				
District/Use	Maximum Height per Yard			
	Front Yard	Corner Side Yard	Interior Side Yard	Rear Yard
Residential Districts	3 feet <sup>1</sup>	6 feet	6 feet <sup>2</sup>	6 feet <sup>2</sup>
Business Districts	3 feet <sup>1</sup>	6 feet	6 feet <sup>2</sup>	6 feet <sup>2</sup>
Manufacturing District	8 feet	8 feet	8 feet	8 feet
Public Uses and Utilities	8 feet	8 feet	8 feet	8 feet
<b>Notes:</b>				
1. Fence may be a maximum of four (4) feet in height if opacity does not exceed fifty (50) percent.				
2. Fence may be a maximum of eight (8) feet in height if in a residential district and adjacent to a nonresidential use or in a business district and adjacent to a residential use.				

**E. Regulations for Residential Districts****1. Height**

Except as otherwise permitted in this ordinance, annexation agreements, Planned Unit Developments or any other development related agreements or Ordinances fences shall not exceed the maximum height as listed in Table 10.17.01.

<b>Table 10.17.01 Residential District Fence Heights</b>	
<b>Yard</b>	<b>Maximum Height</b>
Front Yard	3 Feet 4 Feet if at a maximum 50% opacity
Interior Side Yard	6 Feet 8 Feet if adjacent to a non-residential use
Corner Side Yard	3 Feet 4 Feet if at a maximum 50% opacity
Rear Yard	6 Feet 8 Feet if adjacent to a non-residential use

**2. Materials**

The following materials are acceptable for any residential district fence:

- Stone
- Brick
- Natural Rot Resistant Wood (Cedar, Cyprus, Redwood)
- Cast or Wrought Iron
- Plastic
- Aluminum
- Composite Wood and Plastic
- Vinyl Coated Chain Link (rear and side yard only)

3. These materials are an example of acceptable fencing. The Community Development Director has the right to approve similar materials not listed as long as they are consistent with the surrounding land use.

**F. Regulations for Business Districts****1. Height**

Except as otherwise permitted in this ordinance, annexation agreements, Planned Unit Developments or any other development related agreements or Ordinances fences shall not exceed the maximum height as listed in Table 10.17.02.

<b>Table 10.17.02 Business District Fence Heights</b>	
<b>Yard</b>	<b>Maximum Height</b>
Front Yard	3 Feet 4 Feet if at least 50% opacity
Interior Side Yard	6 Feet 8 Feet if adjacent to a residential use
Corner Side Yard	3 Feet 4 Feet if at least 50% opacity
Rear Yard	6 Feet 8 Feet if adjacent to a residential use

**2. Materials**

The following materials are acceptable for any business district fence:

- Stone
- Brick
- Natural Rot Resistant Wood (Cedar, Cyprus, Redwood)
- Cast or Wrought Iron
- Plastic
- Aluminum
- Composite Wood and Plastic
- Vinyl Coated Chain Link (rear and side yard only)

3. These materials are an example of acceptable fencing. The Community Development Director has the right to approve similar materials not listed as long as they are consistent with the surrounding land use.

PUBLIC NOTICE OF A HEARING BEFORE  
THE UNITED CITY OF YORKVILLE  
PLANNING AND ZONING COMMISSION  
PZC 2024-25

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission of the United City of Yorkville will conduct a public hearing on **December 11, 2024 at 7:00PM** at the Yorkville City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, regarding an amendment to Chapter 5. Development Standards specifically fences within the United City of Yorkville's Unified Development Ordinance.

The proposed text amendment will allow vinyl coated chain link fence material in residential districts.

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



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 #3

Tracking Number

PZC 2024-26 & EDC 2024-78

### Agenda Item Summary Memo

**Title:** PZC 2024-26 DMYF, LLLP (Annexation & Rezoning)

**Meeting and Date:** City Council – January 14, 2025

**Synopsis:** Request for annexation and rezoning for future data center land use.

### Council Action Previously Taken:

Date of Action: PZC – 11/13/24 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2024-26 & EDC 2024-78

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Krysti J. Barksdale-Noble, AICP

Community Development

Name

Department

### Agenda Item Notes:

See attached memo.

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

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

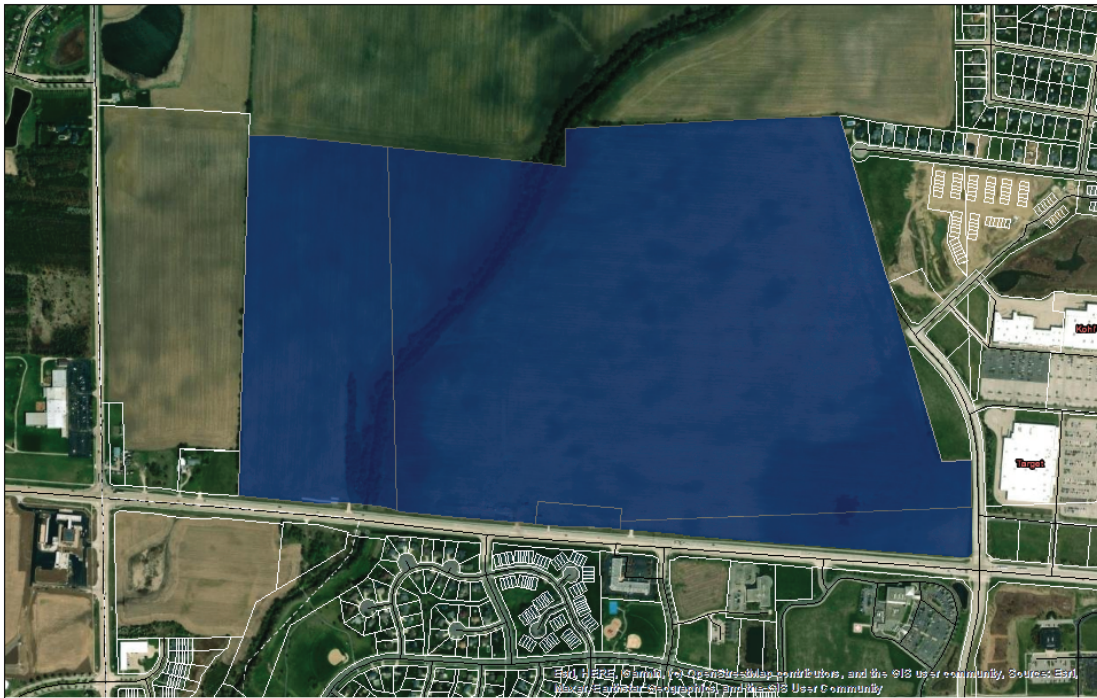


# Memorandum

To: City Council  
From: Krysti Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Sara Mendez, Planner I  
Date: December 4, 2024  
Subject: **PZC 2024-26 DMYF, LLLP (Daniels, Malinski Yorkville Family)**  
Annexation and Rezoning Requests

## SUMMARY:

Applications for annexation and rezoning were submitted by Drew Daniels on behalf of Daniels Malinski Yorkville Family, LLP (DMYF), the petitioner/owner. DMYF, LLLP is seeking to annex four (4) parcels, totaling approximately 270 acres, and rezone them from the R-1 Single-Family Suburban Residence District to the M-2 General Manufacturing District for a future data center, contingent upon approval of annexation by the City Council. The subject property, consisting of parcels #02-30-200-023, #02-19-400-010, #02-19-400-009, and #02-19-300-019, is located just north of US 34 (Veterans Parkway), west of Beecher Road and Kendall Marketplace, and approximately 850 feet east of Eldamain Road.



## **DMYF, LLLP**

United City of Yorkville, Illinois  
Date: September 19, 2024  
File Location: I:\ARCGIS TEMPLATES\DMYF, LLLP



## ANNEXATION REQUEST/AGREEMENT:

As previously mentioned, the applicant seeks annexation of four (4) unincorporated parcels, #02-30-200-023, #02-19-400-010, #02-19-400-009, and #02-19-300-019, totaling approximately 270-acres for the future purpose of constructing and operating a data center land use. Contiguity of the subject parcels and Yorkville's current corporate boundary is established immediately to the east via the Kendall Marketplace commercial development and the recently annexed Kelaka parcel to the north. The

approximately 148-acre Kelaka parcel is currently unimproved but is also entitled for a future industrial/data center.

With regard to the rezoning request, a draft annexation agreement has been drafted that, should a data center user not develop on the parcel, only the following M-2 General Manufacturing land uses will be permitted on the subject property per Table 10-3-12(B) of the Unified Development Ordinance:

1. Automobile sales and services (enclosed) – defined as “An establishment engaged in the sale of automobiles where all operations take place entirely within an enclosed showroom in a primary building.”
2. Bakery (wholesale) - defined as “a bakery in which there is permitted the production and/or wholesaling of baked goods, excluding retail bakery.”
3. Brewery/winery/distillery – defined as “an establishment primarily engaged in brewing fermented malt beverages including beer, ale, malt liquors, and nonalcoholic beer (brewery), manufacturing and bottling wine on the premises (winery), or manufacturing, by distillation, intoxicating spirits on the premises (distillery) but not including on-premises consumption by patrons.”
4. Building material sales – defined as “establishments or places of business primarily engaged in retail or wholesale sale, from the premises, of materials used in the construction of buildings or other structures.”
5. Microdistillery – defined as “a small-scale artisan manufacturing business that blends, ferments, processes, packages, distributes and serves alcoholic spirits on and off the premises and produces no more than fifteen thousand (15,000) gallons per calendar year on-site. The microdistillery facility may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the alcoholic beverages shall be consistent with state law.”
6. Microbrewery/Microwinery – defined as “a combination retail, wholesale, and/or small-scale artisan manufacturing business that brews, ferments, processes, packages, distributes, and serves either beer or wine for sale on- or off-site. A microbrewery shall produce no more than one-hundred fifty-five thousand (155,000) gallons of beer per year for sale on the premises for either on-premises or off-premises consumption. These facilities may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the beverages shall be consistent with state law.”
7. Nursery/greenhouse – defined as “retail business whose principal activity is the selling of plants and having outdoor storage, growing and/or display of plants.”
8. Research laboratories – defined as “a building or group of buildings in which are located facilities for scientific research, investigation, testing or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.”
9. Recreational vehicle sales and services – defined as “an establishment engaged in the sale of recreational vehicles, including motorhomes and pickup campers, travel trailers, tent trailers, and similar vehicles that are designed and constructed for permit sleeping or housekeeping in an outdoor or a showroom enclosed in a primary building.”
10. Storage, single-building climate controlled – defined as “a facility consisting of a single building where individual self-contained units are leased or rented to the general public for dead storage and where the individual storage units are accessed from the interior of the building.”
11. Refrigerated Warehouse (Cold Storage)- defined as “a facility which is artificially or mechanically cooled in order to maintain the integrity and quality of perishable goods.”



12. Agricultural Use – defined as “The employment of land for the primary purpose of raising, harvesting, and selling crops, or feeding (including grazing), breeding, managing, selling, or producing livestock, poultry, furbearing animals, or honeybees, or by dairying and the sale of dairy products, by any other horticultural, floricultural or viticulture use, by animal husbandry, or by any combination thereof. It also includes the current employment of land for the primary purpose of obtaining a profit by stabling or training equines including, but not limited to, providing riding lessons, training clinics and schooling shows.”
13. Retail Store, General – less than one (1) acre - defined as “A building or portion of a building providing area for the selling of new or used goods, wares, and merchandise directly to the consumer for whom the goods are furnished.”
14. Retail Store, General – greater than one (1) acre - defined as “A building or portion of a building providing area for the selling of new or used goods, wares, and merchandise directly to the consumer for whom the goods are furnished.”
15. Medical Clinic/Office – defined as “An establishment where patients are admitted for study and treatment by two (2) or more licensed physicians, dentists, psychologists, or similar professional healthcare practitioners and their professional associates. The term shall include but not be limited to offices of physicians, chiropractors, dentists, and acupuncturists.”
16. Treatment Center – defined as “One (1) or more buildings designed and used for the medical and surgical diagnosis and treatment. This definition excludes hospitals and nursing homes.”

The proposed limited permitted land uses will remain in effect for the duration of the annexation agreement, which spans 20 years. Additionally, a sunset clause is included to revert the property’s zoning to its original R-1 designation, established at the time of annexation, if a data center or other manufacturing use does not materialize within the 20-year period.

The agreement also requires City Council review and approval for any data center or manufacturing use on the property, covering aspects such as layout, buffering, setbacks, and building materials, even if the use is otherwise permitted outright. A Plat of Annexation is included as an exhibit to the agreement. A public hearing for the proposed annexation and annexation agreement was held at the City Council meeting on November 12, 2024.

### **REZONING REQUEST:**

According to Section 10-3-4 of the Yorkville Unified Development Ordinance (UDO), any territory annexed into the city is automatically zoned as R-1 Single-Family Suburban Residential District. In this case, the petitioner is requesting rezoning to the M-2 General Manufacturing District for the development of a proposed data center. Data centers are defined as facilities containing networked computers, storage systems, and computing infrastructure that organizations use to collect, process, store, and distribute data.

The Planning and Zoning Commission held a public hearing for the rezoning request for the subject property on November 13, 2024. The commission made the following actions on the motions below:

### **Proposed Motion:**

*In consideration of testimony presented during a Public Hearing on November 13, 2024 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for rezoning from R-1 Single-Family Residential to M-2 General Manufacturing District for a proposed future data center, contingent upon approval of annexation by the City Council, for a 270-acre property generally located just north of US 34 (Veterans Parkway), west of Beecher Road and Kendall Marketplace, and approximately 850 feet east of Eldamain Road.*



**Action Item:**

Millen-aye; Linnane-aye; Forristall-aye; Vinyard-aye; Williams-aye; Hyett-aye; Crouch-aye  
**7 ayes; 0 no**

**ATTACHMENTS:**

1. Draft Annexation Ordinance
2. Plat of Annexation
3. Draft Ordinance Approving Annexation Agreement
4. Draft Annexation Agreement
5. Draft Rezoning Ordinance
6. Letters from Public
7. City Council Annexation Public Hearing Memo dated November 4, 2024
8. Planning & Zoning Commission Rezoning Public Hearing Memo dated November 5, 2024
9. Annexation Application
10. Rezoning Application
11. Public Hearing Notices
12. Plan Council Packet dated October 8, 2024

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

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS  
ANNEXING CERTAIN TERRITORY LOCATED NORTH OF US ROUTE 34,  
WEST OF BEECHER ROAD AND KENDALL MARKETPLACE, AND EAST OF  
ELDAMAIN ROAD TO THE UNITED CITY OF YORKVILLE  
(DMYF LLLP Property)**

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

**WHEREAS**, a duly executed *PETITION FOR ANNEXATION*, signed by an authorized representative of Daniels Malinski Yorkville Family, LLLP, the owner of record, has been filed with the City, requesting that certain territory legally described hereinafter be annexed to the City; and

**WHEREAS**, there are no electors residing within said territory; and

**WHEREAS**, said territory is not within the corporate limits of any municipality, but is contiguous to the City; and

**WHEREAS**, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by state statute; and

**WHEREAS**, the legal owners or record of said territory and the City have entered into a valid and binding annexation agreement relating to such territory; and

**WHEREAS**, all petitions, documents and other necessary legal requirements are in full compliance with the terms of the annexation agreement and with the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code; and

**WHEREAS**, it is in the best interests of the City that said territory be annexed.

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

**Section 1.** That the property to be annexed is a portion of that property that is identified by property index numbers 02-19-400-010, 02-19-400-009, and 02-19-300-019, and legally described and depicted in the Plat of Annexation, attached hereto as Exhibit A.

**Section 2.** That the territory described in Section 1 above is hereby annexed to the United City of Yorkville, Illinois.

**Section 3.** That the City Clerk is hereby directed within 90 days from the effective date of this ordinance to record or cause to be recorded with the Office of the Kendall County Recorder and to file with the Kendall County Clerk a certified copy of this Ordinance, together with the *Plat of Annexation* appended to this Ordinance.

**Section 4.** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

*[Remainder of Page Intentionally Left Blank, Roll Call Vote to Follow]*

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

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

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

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

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

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

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

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

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

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

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

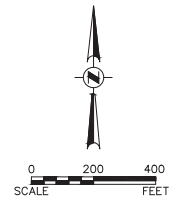
\_\_\_\_\_  
MAYOR

*Attest:*

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

# PLAT OF ANNEXATION

THAT PART OF SECTIONS 19 AND 30, TOWNSHIP 37  
NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN



## LEGAL DESCRIPTION

### PARCEL ONE

THAT PART OF THE SOUTH 1/2 OF SECTION 19 AND THE NORTH 1/2 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 19; THENCE SOUTH 00° 48' 07" EAST ALONG THE QUARTER LINE 257.40 FEET; THENCE NORTH 83° 55' 03" WEST 1944.30 FEET TO A POINT WHICH IS 1930.58 FEET SOUTH 88° 28' 32" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 88° 28' 32" WEST ALONG SAID NORTH LINE 204.60 FEET; THENCE SOUTH 02° 08' 40" WEST 2489.33 FEET TO THE PRESENT CENTER LINE OF U. S. HIGHWAY NO. 34; THENCE EASTERLY ALONG SAID CENTER LINE 2001.79 FEET TO A POINT ON SAID CENTER LINE WHICH IS NORTH 84° 54' 42" WEST FROM THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30 (AS MEASURED ALONG THE CENTER LINE OF SAID U. S. HIGHWAY NO. 34); THENCE NORTH 05° 05' 18" EAST AT RIGHT ANGLES TO SAID CENTER LINE 231.00 FEET; THENCE SOUTH 84° 54' 42" EAST PARALLEL WITH SAID CENTER LINE 565.71 FEET; THENCE SOUTH 05° 05' 18" WEST AT RIGHT ANGLES TO SAID CENTER LINE 231.00 FEET TO SAID CENTER LINE; THENCE SOUTH 84° 54' 42" EAST ALONG SAID CENTER LINE 2370.99 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 00° 39' 04" WEST ALONG SAID EAST LINE 429.15 FEET TO THE NORTHEAST CORNER OF SAID SECTION 30; THENCE NORTH 00° 39' 04" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, 301.20 FEET; THENCE SOUTH 88° 20' 56" WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 227.23 FEET; THENCE NORTH 15° 08' 07" WEST 2403.75 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19 WHICH IS 1826.22 FEET NORTH 88° 28' 32" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 88° 28' 32" WEST ALONG SAID NORTH LINE, 1826.22 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

### PARCEL TWO

THAT PART OF THE SOUTH 1/2 OF SECTION 19 AND THE NORTH 1/2 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF STATE ROUTE 34 AND THE EAST LINE OF SAID SECTION 30; THENCE WESTERLY ALONG THE CENTER LINE OF SAID ROUTE 34, 2370.99 FEET FOR THE POINT OF BEGINNING; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 231 FEET; THENCE WESTERLY PARALLEL TO THE CENTER LINE OF STATE ROUTE 34, 565.71 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 231 FEET TO THE CENTER LINE OF SAID ROUTE 34; THENCE EASTERLY ALONG THE CENTER LINE OF SAID ROUTE 34, 565.71 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF OUTLOT 1 OF FOX HILL UNIT ONE PLANNED UNIT DEVELOPMENT, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, RECORDED IN CABINET 3, SLOTS 508 A&B AND 509 A&B AS DOCUMENTED NO. 9410894 IN THE RECORDER'S OFFICE OF KENDALL COUNTY; THENCE NORTH 06 DEGREES 22 MINUTES 18 SECONDS EAST, ON A BEARING REFERENCED TO AN ASSUMED NORTH, 15,240 METERS (50,00 FEET) TO THE CENTERLINE OF F.A. 591 AND THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 37 MINUTES 42 SECONDS WEST 83,619 METERS (306.82 FEET) ON SAID CENTERLINE; THENCE WESTERLY 213,414 METERS (700.18 FEET) ALONG AN 11,642,530 METERS (38,197.20) RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 84 DEGREES 09 MINUTES 12 SECONDS WEST 213,411 METERS (700.17 FEET); THENCE NORTH 02 DEGREE 08 MINUTES 42 SECONDS EAST 15,263 METERS (50.08 FEET); THENCE EASTERLY 208,048 METERS (682.57 FEET) ALONG AN 11,657,770 METER (38,247.20 FOOT) RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 84 DEGREES 10 MINUTES 17 SECONDS EAST 208,046 METERS (682.56 FEET); THENCE NORTH 85 DEGREES 35 MINUTES 48 SECONDS EAST 25,458 METERS (83.52 FEET); THENCE SOUTH 83 DEGREES 37 MINUTES 42 SECONDS EAST 50,000 METERS (164.04 FEET); THENCE SOUTH 72 DEGREES 50 MINUTES 54 SECONDS EAST 25,449 (83.49 FEET); THENCE SOUTH 83 DEGREES 37 MINUTES 42 SECONDS EAST 2,433 METERS (7.98 FEET); THENCE SOUTH 00 DEGREES 39 MINUTES 02 SECONDS EAST 15,355 METERS (50.38 FEET) TO SAID CENTERLINE; THENCE NORTH 83 DEGREES 37 MINUTES 42 SECONDS WEST 4,311 METERS (14.14 FEET) ALONG SAID CENTERLINE TO THE POINT OF BEGINNING, CONTAINING 0.5095 HECTARE (1.259 ACRES), MORE OR LESS, OF WHICH 0.4738 HECTARE (1.171 ACRES), MORE OR LESS, ARE IN THE EXISTING RIGHT OF WAY, SITUATED IN THE COUNTY OF KENDALL AND STATE OF ILLINOIS.

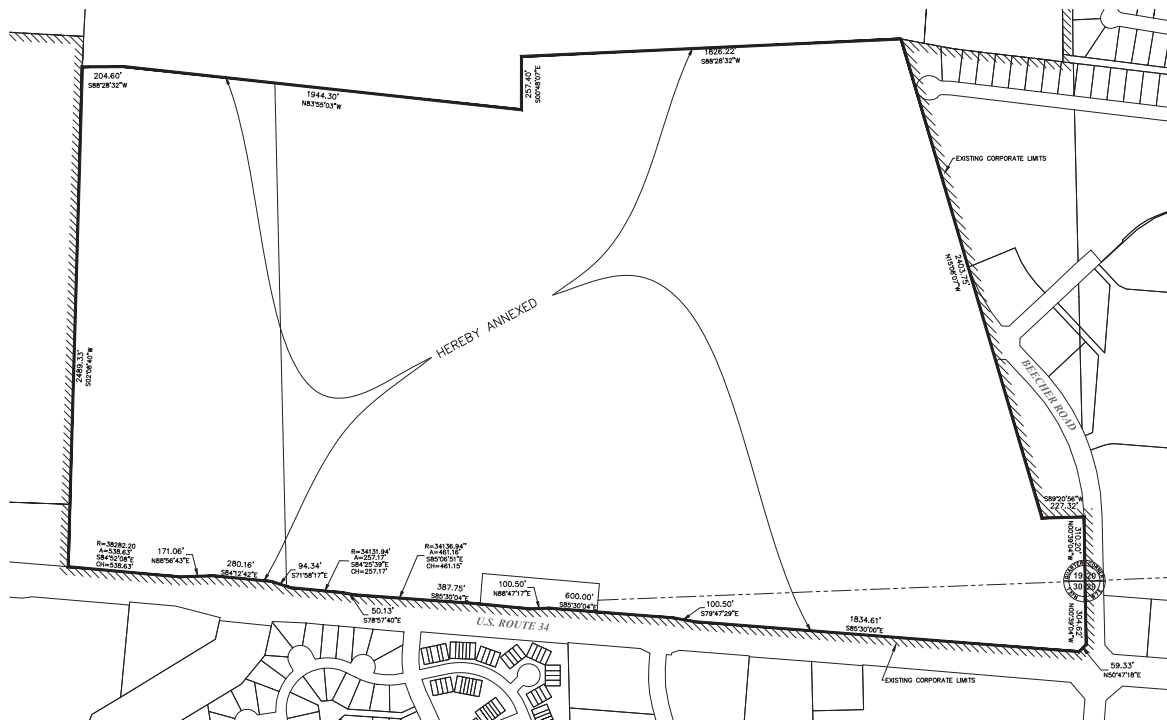
THE ABOVE PARCEL BEING SHOWN ON SHEET 2 OF THE RIGHT OF WAY PLANS FOR F.A. 591 (U.S. ROUTE 34), SECTION 138R, RECORDED AS DOCUMENT NUMBER 9702750, PLAT FILE, 5-55 IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS.

ALSO, EXCEPT THAT PART CONVEYED THE UNITED CITY OF YORKVILLE IN DEED RECORDED AS DOCUMENT NO. 201400012767 TO WIT:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID SECTION 30, THENCE SOUTH 01 DEGREES 14 MINUTES 12 SECONDS EAST, 304.62 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 14 MINUTES 12 SECONDS EAST, 74.37 FEET ALONG SAID EAST LINE OF THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 34; THENCE CONTINUING SOUTH 01 DEGREES 14 MINUTES 12 SECONDS EAST, 50.25 FEET ALONG SAID EAST LINE TO THE CENTERLINE OF U.S. ROUTE 34; THENCE NORTH 85 DEGREES 32 MINUTES 10 SECONDS WEST, 1879.89 FEET ALONG SAID CENTERLINE; THENCE NORTH 04 DEGREES 27 MINUTES 50 SECONDS EAST, 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 34; THENCE NORTH 76 DEGREES 01 MINUTE 45 SECONDS EAST, 79.06 FEET TO A POINT 25.00 FEET NORTHERLY OF SAID NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 34; THENCE SOUTH 85 DEGREES 32 MINUTES 10 SECONDS EAST, 1748.26 FEET PARALLEL WITH AND 25.00 FEET NORTH OF SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 46 DEGREES 36 MINUTES 49 SECONDS EAST 66.09 FEET TO POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PERMANENT TAX NUMBERS: 02-19-300-019; 02-19-400-009, 02-19-400-010; and 02-30-200-023



STATE OF ILLINOIS )  
COUNTY OF KANE )

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES, INC. HAVE PLATTED THE PROPERTY DESCRIBED HEREON, AS SHOWN BY THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

DATED AT SUGAR GROVE, ILLINOIS, THIS 14TH DAY OF NOVEMBER 2024.

BY:   
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3581  
(EXP. 11/30/26)



**Engineering Enterprises, Inc.**  
CONSULTING ENGINEERS  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
630.466.6700 / [www.eeiweb.com](http://www.eeiweb.com)

**UNITED CITY OF YORKVILLE**  
651 PRAIRIE POINT DRIVE  
YORKVILLE, IL 60560

PLAT OF ANNEXATION

DATE: NOVEMBER 14, 2024

PROJECT NO. Y02402

FILE NO Y02402 DMYF

PAGE 1 OF 1

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS,  
AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT  
FOR CERTAIN TERRITORY LOCATED NORTH OF US ROUTE 34,  
WEST OF BEECHER ROAD AND KENDALL MARKETPLACE, AND  
EAST OF ELDAMAIN ROAD TO THE UNITED CITY OF YORKVILLE  
(DMYF LLLP Property)**

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

**WHEREAS**, Daniels Malinski Yorkville Family, LLLP (the "Owner"), desires to enter into an Annexation Agreement (the "Agreement"), regarding property owned by the Owner which is approximately 270 acres, legally described and identified in the Agreement, attached hereto as Exhibit A (the "Subject Property"); and

**WHEREAS**, the Subject Property is contiguous with the existing corporate limits of the City and is not within the boundary of any other city; and

**WHEREAS**, a public hearing was conducted by the Mayor and City Council (the "Corporate Authorities") on the Agreement on November 26, 2024, and all notices required by law have been given by the City and Owner; and

**WHEREAS**, the statutory procedures provided in Section 11-15.1-1 of the Illinois Municipal Code for the execution of the annexation agreement have been fully complied with; and

**WHEREAS**, the Corporate Authorities have concluded that the approval and execution of the proposed Agreement, attached hereto, is in the best interests of the health, safety, and welfare of the City.

**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 and made a part of this Ordinance.

**Section 2.** The *Annexation Agreement* attached hereto and made a part hereof by reference as Exhibit A, be and is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver said Agreement.

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

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

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

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF KENDALL        )

**ANNEXATION AGREEMENT**

This Annexation Agreement (hereinafter ("*Agreement*")), is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between the United City of Yorkville, a municipal corporation, hereinafter referred to as "*City*" and Daniels Malinski Yorkville Family, hereinafter referred to as "*Owner*".

**WITNESSETH:**

**WHEREAS**, the Owner owns fee simple interest to the real property, which is legally described in *Exhibit A* attached hereto, consisting of approximately 270 acres, more or less (the "*Subject Property*"); and

**WHEREAS**, it is the desire of the Owner to provide for the annexation of the Subject Property and to use the Subject Property in accordance with the terms of this Agreement and the ordinances of the City; and, to provide that when annexed, the Subject Property is to be zoned as M-2 General Manufacturing District; and

**WHEREAS**, it is the desire of the Mayor and City Council (the "*Corporate Authorities*") to annex the Subject Property and permit the zoning, all being pursuant to the terms and conditions of this Agreement and the ordinances of the City; and

**WHEREAS**, Owner and City have or will perform and execute all acts required by law to effectuate such annexation; and

**WHEREAS**, all notices and publications as required by law relating to the zoning of the Subject Property and the Agreement have been published and given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Municipal Code (the "*Municipal Code*"); and

**WHEREAS**, the Corporate Authorities of the City have duly fixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Municipal Code; and

**WHEREAS**, the Planning and Zoning Commission of the City has duly held all public hearings relating to zoning, all as required by the provisions of the City's Zoning Code and the Municipal Code (the "*Municipal Code*"); and



**WHEREAS**, the Owner and City agree that upon Annexation to the City of the Subject Property shall be placed in the M-2 General Manufacturing District; and

**WHEREAS**, in accordance with the powers granted to the City by the provisions of Section 11-15.1-1 *et seq.* of the Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*), relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the future annexation, and zoning of the Subject Property and to provide for various other matters related directly or indirectly to the annexation and use of the Subject Property during the term of this Agreement as authorized by the provisions of said statutes.

**NOW THEREFORE**, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the City and the Owner agree as follows:

*Section 1. Annexation.*

The Owner has filed with the Clerk of the City a duly and properly executed petition pursuant to, and in accordance with, the provisions of Section 5/7-1-1 *et seq.* of the Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville.

*Section 2. Conditions of Annexation.*

- A. The City hereby agrees, contemporaneously with annexation, the City shall undertake procedures as required by the City's Unified Development Ordinance to rezone the Subject Property as M-2 General Manufacturing District.
- B. Once rezoned as M-2 General Manufacturing District, should a Data Center not be developed on the Subject Property, only the following uses shall be permitted:

Automobile sales and services (enclosed); Bakery (wholesale); Brewery/winery/distillery; Building material sales; Microdistillery; Microbrewery/Microwinery; Nursery/greenhouse; Research laboratories; Recreational vehicle sales and services; Storage, single-building climate controlled; Refrigerated Warehouse (Cold Storage); Agricultural; Retail store, general – less than one (1) acre; Retail store, general – greater than one (1) acre; Medical clinic/office; Treatment center; Data center.

- C. Until such time as the Subject Property is developed as a Data Center or one of the permitted uses under Section 2(B) of this Agreement the Owner may continue to grow and harvest crops on the Subject Property, as permitted in an Agricultural District.
- D. Should the Subject Property not be developed as one of the permitted uses under Section 2(B) within 20 years of the effective date of this Agreement, the zoning designation for the Subject Property shall revert to R-1 Single Family Suburban Residence District.
- E. Owner shall be required to submit any and all plans for review and approval by the City Council prior to commencing any construction, grading or other work on the Subject

Property. No building or other permits shall be issued by the City regarding the Subject Property, nor shall any construction commence on the Subject Property without first obtaining approval from City Council under this Section 2(E).

*Section 3. Binding Effect and Term.*

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees, and successor lessees, and upon any successor municipal authority of the City and the successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto.

*Section 4. Notices and Remedies.*

Upon a breach of this Agreement, the parties hereto agree that the venue shall be the Circuit Court of Kendall County. It is further understood by the parties hereto that upon breach of this Agreement the non-defaulting party may exercise any remedy available at law or equity.

Before any failure of any part of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

***To the City:*** United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, Illinois 60560  
Attn: City Administrator

***With a copy to:*** Kathleen Field Orr  
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.  
1804 North Naper Boulevard  
Suite 350  
Naperville, Illinois 60563

***To the Owner:*** Drew Daniels  
Daniels Malinski Yorkville Family, LLLP  
405 E. Sheridan Rd.  
Lake Bluff, IL 60044

*Section 5. Agreement to Prevail over Ordinances.*

In the event of any conflict between this Agreement and any ordinances of the City in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provisions of this Agreement shall prevail to the of any such conflict or inconsistency.

*Section 6. Provisions.*

If any provision of this Agreement or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions, and provisions of this Agreement and, to that end, any terms, conditions, and provisions of this Agreement are declared to be severable.

**IN WITNESS WHEREOF**, the parties hereto have caused this Fourth Amendment to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, an Illinois  
municipal corporation

By: \_\_\_\_\_  
Mayor

*Attest:*

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

DANIELS MALINSKI YORKVILLE  
FAMILY, LLLP

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

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

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE REZONING TO THE M-2 GENERAL MANUFACTURING ZONING DISTRICT OF CERTAIN TERRITORY GENERALLY LOCATED NORTH OF US ROUTE 34, WEST OF BEECHER ROAD AND KENDALL MARKETPLACE, AND EAST OF ELDAMAIN ROAD**

**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**, Daniels Malinski Yorkville Family, LLLP, an Illinois limited liability limited partnership (“Applicant”), owns approximately 270 acres of property, located just north of US 34 (Veterans Parkway), west of Beecher Road and Kendall Marketplace, and approximately 850 feet east of Eldamain Road (“Subject Property”) within the corporate limits of the City legally described in Section 2 and as shown on Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, the Applicant desires to rezone the Subject Property, which is currently classified in the R-1 Single Family Suburban Residence District into the M-2 General Manufacturing Zoning District; and

**WHEREAS**, the Planning and Zoning Commission convened and held a public hearing on November 12, 2024, to consider the rezoning after publication of notice and notice to property owners within five hundred (500) feet of the Subject Property; and

**WHEREAS**, the Planning and Zoning Commission reviewed the standards set forth in Section 10-8-12 of the City’s Unified Development Ordinance and made findings of fact and recommendation to the Mayor and City Council (“Corporate Authorities”) for approval of the rezoning; and

**WHEREAS**, an Annexation Agreement between the Applicant and the City was adopted the \_\_\_ day of January, 2025 containing restrictions on the use of the Subject Property and providing that the Subject Property's designation as a M-2 General Manufacturing District shall sunset if no development occurs within a 20 year period; and

**WHEREAS**, the Corporate Authorities have received and considered the recommendation of the Planning and Zoning Commission.

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

**Section 1.** The above recitals are incorporated herein and made a part of this Ordinance.

**Section 2.** That the Corporate Authorities hereby approve the rezoning of the Subject Property, legally described as:

PARCEL ONE

THAT PART OF THE SOUTH 1/2 OF SECTION 19 AND THE NORTH 1/2 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 19; THENCE SOUTH 00° 48' 07" EAST ALONG THE QUARTER LINE 257.40 FEET; THENCE NORTH 83° 55' 03" WEST 1944.30 FEET TO A POINT WHICH IS 1930.58 FEET SOUTH 88° 28' 32" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 88° 28' 32" WEST ALONG SAID NORTH LINE 204.60 FEET; THENCE SOUTH 02° 08' 40" WEST 2489.33 FEET TO THE PRESENT CENTER LINE OF U. S. HIGHWAY NO. 34; THENCE EASTERLY ALONG SAID CENTER LINE 2001.79 FEET TO A POINT ON SAID CENTER LINE WHICH IS NORTH 84° 54' 42" WEST FROM THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30 (AS MEASURED ALONG THE CENTER LINE OF SAID U. S. HIGHWAY NO. 34); THENCE NORTH 05° 05' 18" EAST AT RIGHT ANGLES TO SAID CENTER LINE 231.00 FEET; THENCE SOUTH 84° 54' 42" EAST PARALLEL WITH SAID CENTER LINE 565.71 FEET; THENCE SOUTH 05° 05' 18" WEST AT RIGHT ANGLES TO SAID CENTER LINE 231.00 FEET TO SAID CENTER LINE; THENCE SOUTH 84° 54' 42" EAST ALONG SAID CENTER LINE 2370.99 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 00° 39' 04" WEST ALONG SAID EAST LINE 429.15 FEET TO THE NORTHEAST CORNER OF SAID SECTION 30; THENCE NORTH 00° 39' 04" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, 301.20 FEET; THENCE SOUTH 89° 20' 56" WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 227.23 FEET; THENCE NORTH

15° 08' 07" WEST 2403.75 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19 WHICH IS 1826.22 FEET NORTH 88° 28' 32" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 88° 28' 32" WEST ALONG SAID NORTH LINE, 1826.22 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL TWO

THAT PART OF THE SOUTH 1/2 OF SECTION 19 AND THE NORTH 1/2 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF STATE ROUTE 34 AND THE EAST LINE OF SAID SECTION 30; THENCE WESTERLY ALONG THE CENTER LINE OF SAID ROUTE 34, 2370.99 FEET FOR THE POINT OF BEGINNING; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 231 FEET; THENCE WESTERLY PARALLEL TO THE CENTER LINE OF STATE ROUTE 34, 565.71 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 231 FEET TO THE CENTER LINE OF SAID ROUTE 34; THENCE EASTERLY ALONG THE CENTER LINE OF SAID ROUTE 34, 565.71 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF OUTLOT 1 OF FOX HILL UNIT ONE PLANNED UNIT DEVELOPMENT, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, RECORDED IN CABINET 3, SLOTS 508 A&B AND 509 A&B AS DOCUMENTED NO. 9410594 IN THE RECORDER'S OFFICE OF KENDALL COUNTY; THENCE NORTH 06 DEGREES 22 MINUTES 18 SECONDS EAST, ON A BEARING REFERENCED TO AN ASSUMED NORTH, 15.240 METERS (50.00 FEET) TO THE CENTERLINE OF F.A. 591 AND THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 37 MINUTES 42 SECONDS WEST 93.518 METERS (306.82 FEET) ON SAID CENTERLINE; THENCE WESTERLY 213.414 METERS (700.18 FEET) ALONG AN 11,642.530 METERS (38,197.20) RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 84 DEGREES 09 MINUTES 12 SECONDS WEST 213.411 METERS (700.17 FEET); THENCE NORTH 02 DEGREE 08 MINUTES 42 SECONDS EAST 15.263 METERS (50.08 FEET); THENCE EASTERLY 208.048 METERS (682.57 FEET) ALONG AN 11,657.770 METER (38,247.20 FOOT) RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 84 DEGREES 10 MINUTES 17 SECONDS EAST 208.046 METERS (682.56 FEET); THENCE NORTH 85 DEGREES 35 MINUTES 28 SECONDS EAST 25.458 METERS (83.52 FEET); THENCE SOUTH 83 DEGREES 37 MINUTES 42 SECONDS EAST 50.000 METERS (164.04 FEET); THENCE SOUTH 72 DEGREES 50 MINUTES 54 SECONDS EAST 25.449 (83.49 FEET); THENCE SOUTH 83 DEGREES 37 MINUTES 42 SECONDS EAST 2.433 METERS (7.98 FEET); THENCE SOUTH 00 DEGREES 39 MINUTES 02 SECONDS EAST 15.355 METERS (50.38 FEET) TO SAID CENTERLINE; THENCE NORTH 83 DEGREES 37 MINUTES 42 SECONDS WEST 4.311 METERS (14.14 FEET) ALONG SAID CENTERLINE TO THE POINT OF BEGINNING, CONTAINING 0.5095 HECTARE (1.259 ACRES), MORE

OR LESS, OF WHICH 0.4738 HECTARE (1.171 ACRES), MORE OR LESS, ARE IN THE EXISTING RIGHT OF WAY, SITUATED IN THE COUNTY OF KENDALL AND STATE OF ILLINOIS.

THE ABOVE PARCEL BEING SHOWN ON SHEET 2 OF THE RIGHT OF WAY PLANS FOR F.A. 591 (U.S. ROUTE 34), SECTION 13BR, RECORDED AS DOCUMENT NUMBER 9702750, FLAT FILE, 5-55 IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS.

ALSO, EXCEPT THAT PART CONVEYED THE UNITED CITY OF YORKVILLE IN DEED RECORDED AS DOCUMENT NO. 201400012767 TO WIT:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID SECTION 30, THENCE SOUTH 01 DEGREES 14 MINUTES 12 SECONDS EAST, 304.62 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 01 DEGREES 14 MINUTES 12 SECONDS EAST, 74.37 FEET ALONG SAID EAST LINE OF THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 34; THENCE CONTINUING SOUTH 01 DEGREES 14 MINUTES 12 SECONDS EAST, 50.25 FEET ALONG SAID EAST LINE TO THE CENTERLINE OF U.S. ROUTE 34; THENCE NORTH 85 DEGREES 32 MINUTES 10 SECONDS WEST, 1879.99 FEET ALONG SAID CENTERLINE, THENCE NORTH 04 DEGREES 27 MINUTES 50 SECONDS EAST, 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 34; THENCE NORTH 76 DEGREES 01 MINUTE 45 SECONDS EAST, 79.06 FEET TO A POINT 25.00 FEET NORTHERLY OF SAID NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 34; THENCE SOUTH 85 DEGREES 32 MINUTES 10 SECONDS EAST, 1748.26 FEET PARALLEL WITH AND 25.00 FEET NORTH OF SAID NORTHERLY RIGHT OF WAY LINE, THENCE NORTH 46 DEGREES 36 MINUTES 49 SECONDS EAST 66.09 FEET TO POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

with Property Index Numbers 02-19-300-019, 02-19-400-009, 02-19-400-010, and 02-30-200-023

into the M-2 General Manufacturing Zoning District.

**Section 3.** Should the Subject Property not be developed within 20 years of the execution of an annexation agreement, approved on [DATE], by Ordinance [ORDINANCE NO.] the zoning designation on the Subject Property shall revert to R-1 Residential Use.

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

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

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

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

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

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

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

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

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

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

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

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
MAYOR

*Attest:*

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



ERIC C. COX  
3604  
PROFESSIONAL  
LAND  
SURVEYOR  
STATE OF  
ILLINOIS

ERIC C. COX  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3604  
RENEWAL DATE: NOVEMBER 30, 2024  
DLZ INDUSTRIAL SURVEYING, INC. PROFESSIONAL DESIGN FIRM 184002815

**From:** [Chris Funkhouser](#)  
**To:** [Bart Olson](#); [Krysti Barksdale-Noble](#)  
**Subject:** Fwd: Opposition to Proposed Rezoning of Land to Manufacturing  
**Date:** Thursday, November 7, 2024 11:49:59 AM

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Forwarding a letter regarding the DMYF property.

Chris Funkhouser  
Alderman - Ward 3  
The United City of Yorkville  
[Funkhouser.ward3@gmail.com](mailto:Funkhouser.ward3@gmail.com)  
p. 630-772-3569

----- Forwarded message -----

From: **Lindsay Martinez** <[REDACTED]>  
Date: Thu, Nov 7, 2024, 11:35 AM  
Subject: Opposition to Proposed Rezoning of Land to Manufacturing  
To: <[Funkhouser.ward3@gmail.com](mailto:Funkhouser.ward3@gmail.com)>

Dear Chris Funkhouser,

I hope this message finds you well. I am writing to express my concern and opposition regarding the proposal to rezone Case Number: PZC 2024-26 DMYF, LLLP (Annexation and Rezone) to a manufacturing district. As a member of the Yorkville community, I believe that this rezoning could have significant negative impacts on both the environment and the quality of life for residents of Fox Hill. There are several key reasons why I believe this change should not move forward. The Impact on Residential Areas. Allowing manufacturing operations in close proximity to residential neighborhoods could lead to increased noise, air pollution, and light pollution, all of which would negatively affect the health and well-being of local residents. The current zoning supports a balance of residential and commercial spaces, which provides a higher quality of life for families. Environmental Concerns: Manufacturing facilities often bring environmental challenges, including waste disposal issues, runoff, and the potential for hazardous material spills. Our community values green spaces, clean air, and sustainable development, and introducing manufacturing operations could compromise these environmental goals. Traffic and Infrastructure Strain on Diehl Farm Road: Manufacturing businesses typically bring increased truck traffic and demand on local infrastructure, which could overwhelm our current roads and public services. This increase in traffic could also create safety hazards and contribute to congestion in the area, which would be detrimental to both residents and visitors. We already have increased traffic from the Menards DC plant. Rezoning to manufacturing may not align with Yorkville's long-term vision for sustainable growth.

That property should remain zoned for residential purposes in my opinion. In order for Kendall Marketplace to become fully leased and continue to operate effectively, more people (who need homes) are needed, not a building that uses too many resources. Property Values will tank. There is concern that industrial development could negatively affect property values in nearby residential areas. Families and homebuyers are likely to be deterred from settling in a neighborhood that is adjacent to manufacturing zones, which could affect the overall economic stability of the area. I urge the United City of Yorkville to consider

these concerns and explore alternative options for development that would support the community's vision for growth while maintaining the integrity of our residential spaces. The residents of fox hill neighbor have already lost all of the trees along the Rob Roy Creek. We are still waiting for trees to be replanted. That alone has increased the road sounds from 34, Menards DC, trains etc. It is so noisy that we barely open our windows anymore. Our kids would spend all summer at the rob roy creek, but after all of the trees were cut down and left- and just recently the roots were removed. Our neighborhood enjoyed the creek for fishing- but no longer can do so with it being ruined. I would appreciate the opportunity to engage in further dialogue on this matter and discuss potential solutions that balance both economic development and quality of life for residents. Thank you for your time and consideration.

Sincerely,  
Lindsay Martinez



**From:** [Andrew Bennett](#)  
**To:** [Bart Olson](#)  
**Cc:** [John Purcell](#); [Matt Marek](#); [Krysti Barksdale-Noble](#)  
**Subject:** Re: Concerns Regarding Proposed DMYF (Annexation and Zoning Project)  
**Date:** Saturday, November 16, 2024 10:20:48 AM

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Bart - Thank you for your quick responses to my questions. That's helpful, and I'll let you know if I have any follow-up questions.

Have a good weekend,

Andrew Bennett  
[REDACTED]

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**From:** Bart Olson <BOlson@yorkville.il.us>  
**Sent:** Wednesday, November 13, 2024 1:26 PM  
**To:** Andrew Bennett [REDACTED]  
**Cc:** John Purcell <jpurcell@yorkville.il.us>; Matt Marek <mattmarekward3@gmail.com>; Krysti Barksdale-Noble <knoble@yorkville.il.us>  
**Subject:** RE: Concerns Regarding Proposed DMYF (Annexation and Zoning Project)

Hello Andrew,

Thanks for sending this email – it is very helpful. In general, I want to make sure it is understood that although the developer is asking for rezoning to M2, they are only doing so because that's the zoning code where data centers are allowed. The developer has no interest in any other land-use at this time, and I don't believe the broader macro-economic forces within our region will support anything other than data centers on this property. Accordingly, we are looking to restrict the uses on this property to the 12 or so land-uses listed below as an answer to one of your questions. It is highly unlikely, and probably unacceptable to the City Council, that this Route 34 adjacent property would ever turn into a heavy manufacturing area.

Responses to your questions are below, in blue text.

Drop box link to the packet materials for this agenda item -

<https://www.dropbox.com/scl/fi/1vzy3wxmb36sx1btx84e2/4-PH2-Daniels-Malinski-Yorkville-Family-LLLP-Annexation-reduced-size.pdf?rlkey=2eehbdgeowsouaja4mx1a4pu21&st=vm27awp1&dl=0>

Thanks,  
Bart

1. **Environmental Impact:**

- What measures will be implemented to mitigate potential environmental impacts, such as pollution and increased runoff, that may affect our neighborhood? [The City has broad protections in city code that address development and operation standards for things like noise, air quality, etc.](#)

There is also a robust requirement to address drainage issues as part of their development plan. Ultimately, none of these things are discussed in detail here because there is no specific land-use plan or proposal to develop the site. The landowner is simply asking for zoning to allow this property to be marketed to data center users. When those data center users engage with the landowner in the future, they will submit specific plans to the City that will be reviewed by the City Council and staff to make sure they follow City codes.

- Has an environmental impact assessment been conducted, and will the findings be made available to residents? **No. Environmental impact assessments are not specifically required by the City.**

## **2. Traffic and Infrastructure:**

- What traffic studies have been conducted to assess the projected increase in vehicle traffic, particularly along Eldamain and Veterans Parkway, and what plans are in place to manage this increase? **Traffic studies are not conducted at this stage of the development. They would be done when a user wants to build something on the property, and the City would have broad authority to require things like traffic signals, turn lanes, roadway improvements, etc.**
- How does the city plan to address additional infrastructure strain due to heavy vehicle traffic related to manufacturing operations? **This would all be part of the traffic study at a later date. Just clarifying – the City is not recommending heavy manufacturing operations on this site. We are recommending the following land-uses only:**
  1. Auto sales and services
  2. Bakery
  3. Brewery/winery/distillery
  4. Building material sales
  5. Microdistillery
  6. Microbrewery/microwinery
  7. Nursery/greenhouses
  8. Research laboratories
  9. RV sales and services
  10. Storage, single building climate controlled
  11. Refrigerated warehouse
  12. Data centers

## **3. Noise and Light Pollution:**

- What controls will be put in place to limit noise pollution from manufacturing

activities, especially during nighttime hours? The City already has a robust noise ordinance governing operations in all zoning codes. It can be found here - [https://library.municode.com/il/yorkville/codes/code\\_of\\_ordinances?nodeId=TIT4PUHESA\\_CH4NOOR](https://library.municode.com/il/yorkville/codes/code_of_ordinances?nodeId=TIT4PUHESA_CH4NOOR). In general, any of the properties in question would have to operate at a level overnight (10p to 7a) of less than 50db at your (or anyone else's property). Additionally, the City has retained a sound engineer that will be recommending site specific solutions at time of development approval. We have spoken with our staff counterparts in Loudoun County VA (data center capital of the world) to talk through noise concerns and things that can be done like siting buildings and their equipment hundreds of feet away from houses, berming and landscaping with noise buffering in mind, orienting buildings so that the building itself is a buffer from outdoor generators and the like in relationship to houses, etc.

- Will there be restrictions on lighting to prevent disruption in nearby residential areas? The City already has a standard for lighting in developments. In general, the allowable maximum light level at any development property line is zero maintained foot candles

#### 4. **Property Value Impact:**

- Has any analysis been done to understand the impact this rezoning may have on nearby residential property values? If property values decrease, will the city consider compensation for affected homeowners? No. This is an obligation of the developer/landowner to prove to the City Council that it will not have an impact on nearby properties OR that that any negative impact will be mitigated through different measures. The City does not have a mechanism in state code to collect compensation for homeowners who feel they have been negatively impacted. For whatever it's worth, from a pre-development basis – we have seen land go under contract for upwards of \$200,000 per acre, which is almost 8-10x what vacant farmland was going for last year. The school district just purchased 100 acres west of their existing high school for around \$25,000 an acre. So, we have already seen an impact on land values positively. From a long term perspective, data centers are likely to generate millions of dollars of revenues to all local governments and taxpayers annually and cost us very little in municipal services. Most municipalities are trying to attract data centers due to this financial effect; you have the real possibility that property taxes and other revenue sources could improve significantly for residents in the long-term.

#### 5. **Long-term Development Plan:**

- What are the city's long-term development plans for this area? Is this

rezoning likely to be followed by similar changes nearby? The area of the Daniels property specifically was proposed as commercial and residential a couple decades ago and never moved forward. We were excited about the commercial plans for that property, akin to what you see next door in Kendall Marketplace – however, the residential planned previously for the property would be a significant burden on the school district. We are seeing wide interest from multiple data centers for properties generally north of 34, west of 47, east of Eldamain, and south of Baseline Road. I would not anticipate any further interest or plans for data centers south of 34.

- Will buffer zones or natural barriers be included between the manufacturing district and residential areas? Yes, absolutely. When we have a data center user with a plan, we will be asking for significant buffers, berming, and building façade improvements for all buildings near residential or roadways.

**6. Public Health and Safety:**

- What assurances can the city provide that this development will not increase health risks for residents, such as air or water contamination? We have not heard of any air or water impacts from any of the towns with data centers. The data centers will be using municipal water and will be discharging into the sanitary district facilities. In general data centers are cleaner for water discharge than many of the industrial facilities we have in town.
- How will the city ensure that any hazardous materials used or produced on-site are managed safely? We do not anticipate any manufacturing on this site, per the comments above. Hazardous materials stored on site (cleaning chemicals, electrical equipment, etc.) would have to follow the state IEPA standards for workplace hazards.

**7. Transparency and Accountability:**

- How will the city keep residents informed about future developments related to this property? All City meetings are open to the public, and all packet materials the City Council see are available for the public to download at the same time as the City Council members received them. We post general development information on this website - <https://www.yorkville.il.us/502/Current-Projects-Public-Hearings>. Other than that, it is your responsibility as a concerned citizen to track the progress of developments by inquiring with us (we are happy to share information as things progress), attending meetings, reading articles from the press, etc.
- Will there be public reporting on any environmental, traffic, or other impacts as the site develops? The City Council will have to approve a site plan for the development at a later date. When the developer has a data center user,



they will submit technical information for staff to review, and we are happy to walk residents through those plans and our staff feedback at that time.

Bart Olson  
City Administrator  
United City of Yorkville  
651 Prairie Pointe Dr  
Yorkville, IL 60560  
630-553-8537 direct  
[REDACTED] ell  
bolson@yorkville.il.us

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**From:** Andrew Bennett [REDACTED]  
**Sent:** Tuesday, November 12, 2024 7:36 PM  
**To:** Bart Olson <BOlson@yorkville.il.us>  
**Subject:** Concerns Regarding Proposed DMYF (Annexation and Zoning Project)  
**Importance:** High

Hi Bart,

I spoke up during the public hearing on 11/12/24 (I was the only one via Zoom) and am writing as a neighboring resident (Fox Hill subdivision) of the proposed DMYF, LLLP annexation and rezoning project at the northwest corner of West Veterans Parkway (US 34) and Beecher Road. As you know, this project involves changing the zoning classification from R-1 Single-Family Suburban Residential District to M-2 General Manufacturing District to support future manufacturing development (specifically of a large data center).

While we understand the city's need to support economic growth, we have serious concerns about the potential negative impacts this development may have on our community. I would appreciate your assistance in addressing the following questions. During the hearing on 11/12, I asked 2 questions (which you will see below), but would also appreciate answers to the additional questions below:

**8. Environmental Impact:**

- What measures will be implemented to mitigate potential environmental impacts, such as pollution and increased runoff, that may affect our neighborhood?
- Has an environmental impact assessment been conducted, and will the



findings be made available to residents?

**8. Traffic and Infrastructure:**

- What traffic studies have been conducted to assess the projected increase in vehicle traffic, particularly along Eldamain and Veterans Parkway, and what plans are in place to manage this increase?
- How does the city plan to address additional infrastructure strain due to heavy vehicle traffic related to manufacturing operations?

**9. Noise and Light Pollution:**

- What controls will be put in place to limit noise pollution from manufacturing activities, especially during nighttime hours?
- Will there be restrictions on lighting to prevent disruption in nearby residential areas?

**10. Property Value Impact:**

- Has any analysis been done to understand the impact this rezoning may have on nearby residential property values? If property values decrease, will the city consider compensation for affected homeowners?

**11. Long-term Development Plans:**

- What are the city's long-term development plans for this area? Is this rezoning likely to be followed by similar changes nearby?
- Will buffer zones or natural barriers be included between the manufacturing district and residential areas?

**12. Public Health and Safety:**

- What assurances can the city provide that this development will not increase health risks for residents, such as air or water contamination?
- How will the city ensure that any hazardous materials used or produced on-site are managed safely?

**13. Transparency and Accountability:**

- How will the city keep residents informed about future developments related to this property?

- Will there be public reporting on any environmental, traffic, or other impacts as the site develops?

As a community, we want to understand how these issues will be addressed to ensure that the project aligns with the well-being and safety of existing residents. Your insights on these matters would be greatly appreciated.

Thank you very much for your time and assistance!

Andrew Bennett

Yorkville Resident (Fox Hill subdivision)



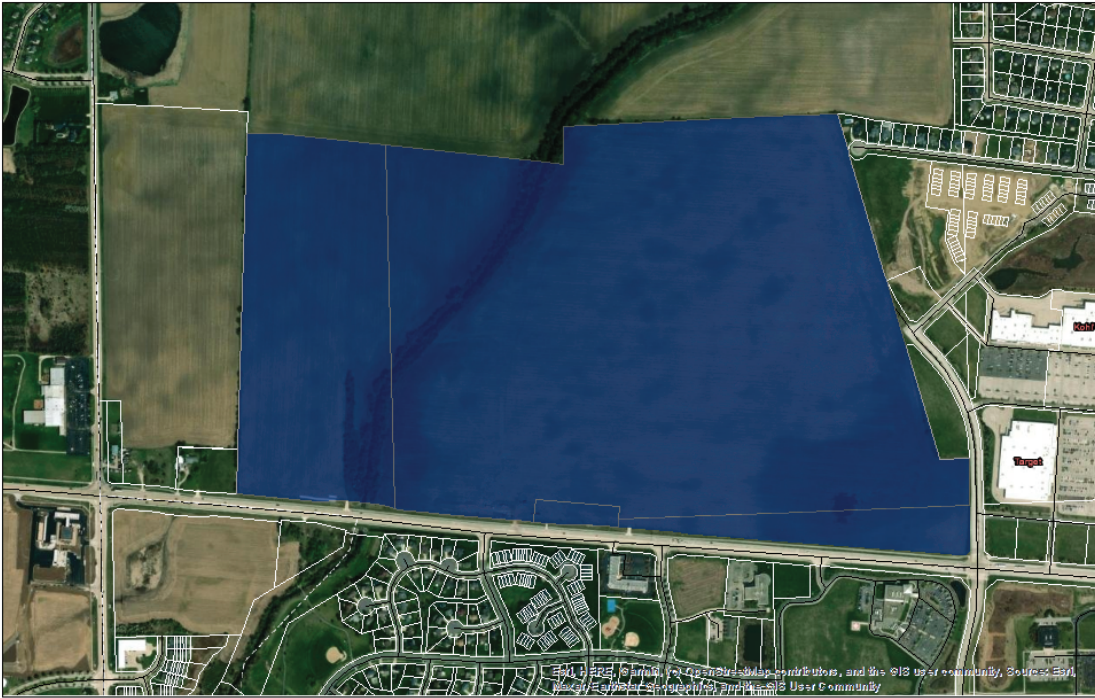


# Memorandum

To: City Council  
From: Krysti Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Sara Mendez, Planner I  
Date: November 4, 2024  
Subject: **PZC 2024-26 DMYF, LLLP (Daniels, Malinski Yorkville Family)**  
**PUBLIC HEARING:** Proposed Annexation Agreement Request

## SUMMARY:

An application for annexation was submitted by Drew Daniels on behalf of Daniels Malinski Yorkville Family, LLP (DMYF), the petitioner/owner, seeking to annex four (4) parcels, totaling approximately 270 acres. The subject property, consisting of parcels #02-30-200-023, #02-19-400-010, #02-19-400-009, and #02-19-300-019, is located just north of US 34 (Veterans Parkway), west of Beecher Road and Kendall Marketplace, and approximately 850 feet east of Eldamain Road. In addition to annexation, the petitioner is requesting rezoning of the property from the R-1 Single-Family Suburban Residence District to the M-2 General Manufacturing District for a future data center, contingent upon approval of annexation by the City Council



## **DMYF, LLLP**

United City of Yorkville, Illinois  
Date: September 19, 2024  
File Location: I:\ARCGIS TEMPLATES\DMYF, LLLP



## PROPERTY BACKGROUND:

The subject property, approximately 270 acres in total, is currently unincorporated and zoned A-1 Agriculture in Kendall County. It consists of four parcels: the largest, roughly 200 acres, is irregularly shaped and adjacent to the Kendall Marketplace development; a 55-acre rectangular parcel is closest to Eldamain Road; and two smaller parcels, approximately 13 acres, are located just north of US 34. The property is currently used for farming, with a portion of Rob Roy Creek running through it. The two largest parcels are also part of the Rob Roy Drainage District.





## **ANNEXATION AGREEMENT:**

As previously mentioned, the applicant seeks annexation of four (4) unincorporated parcels, #02-30-200-023, #02-19-400-010, #02-19-400-009, and #02-19-300-019, totaling approximately 270-acres for the future purpose of constructing and operating a data center land use. Contiguity of the subject parcels and Yorkville's current corporate boundary is established immediately to the east via the Kendall Marketplace commercial development and the recently annexed Kelaka parcel to the north. The approximately 148-acre Kelaka parcel is currently unimproved but is also entitled for a future industrial/data center.

A draft annexation agreement has been provided for review and comment. Should a data center user not develop on the parcel, **staff recommends** only the following M-2 General Manufacturing land uses be permitted on the subject property per Table 10-3-12(B) of the Unified Development Ordinance:

1. Automobile sales and services (enclosed) – defined as “An establishment engaged in the sale of automobiles where all operations take place entirely within an enclosed showroom in a primary building.”
2. Bakery (wholesale) - defined as “a bakery in which there is permitted the production and/or wholesaling of baked goods, excluding retail bakery.”
3. Brewery/winery/distillery – defined as “an establishment primarily engaged in brewing fermented malt beverages including beer, ale, malt liquors, and nonalcoholic beer (brewery), manufacturing and bottling wine on the premises (winery), or manufacturing, by distillation, intoxicating spirits on the premises (distillery) but not including on-premises consumption by patrons.”
4. Building material sales – defined as “establishments or places of business primarily engaged in retail or wholesale sale, from the premises, of materials used in the construction of buildings or other structures.”
5. Microdistillery – defined as “a small-scale artisan manufacturing business that blends, ferments, processes, packages, distributes and serves alcoholic spirits on and off the premises and produces no more than fifteen thousand (15,000) gallons per calendar year on-site. The microdistillery facility may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the alcoholic beverages shall be consistent with state law.”
6. Microbrewery/Microwinery – defined as “a combination retail, wholesale, and/or small-scale artisan manufacturing business that brews, ferments, processes, packages, distributes, and serves either beer or wine for sale on- or off-site. A microbrewery shall produce no more than one-hundred fifty-five thousand (155,000) gallons of beer per year for sale on the premises for either on-premises or off-premises consumption. These facilities may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the beverages shall be consistent with state law.”
7. Nursery/greenhouse – defined as “retail business whose principal activity is the selling of plants and having outdoor storage, growing and/or display of plants.”
8. Research laboratories – defined as “a building or group of buildings in which are located facilities for scientific research, investigation, testing or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.”
9. Recreational vehicle sales and services – defined as “an establishment engaged in the sale of recreational vehicles, including motorhomes and pickup campers, travel trailers, tent trailers, and similar vehicles that are designed and constructed for permit sleeping or housekeeping in an outdoor or a showroom enclosed in a primary building.”
10. Storage, single-building climate controlled – defined as “a facility consisting of a single building where individual self-contained units are leased or rented to the general

public for dead storage and where the individual storage units are accessed from the interior of the building.”

11. Refrigerated Warehouse (Cold Storage)- defined as “a facility which is artificially or mechanically cooled in order to maintain the integrity and quality of perishable goods.”

The above identified limited permitted land uses shall be in effect for the term of the annexation agreement, twenty (20) years. Additionally, **staff also recommends** a Plat of Annexation be provided as an exhibit to the annexation agreement. A public hearing for the proposed annexation is set for November 12, 2024 before the City Council.

### **THE COMPREHENSIVE PLAN:**

The 2016 Comprehensive Plan Update designates this property as “Suburban Neighborhoods (SN)” which is designated primarily for single-family detached residential homes. However, the Comprehensive Plan also states, “while the land use map should guide future land use and development and zoning decisions, it is also meant to be adjusted and changed when circumstances warrant a change in planning direction in a given area of the City.”

Due to the recent trend in rezoning and development in the area, the Kelaka property annexation and rezoning to M-2 and the Cyrus One data center development approval to the north of the subject property, staff supports the proposed M-2 General Manufacturing District zoning for a future data center campus development with conditions.

Upon approval of the annexation and rezoning, the Comprehensive Plan will require an amendment to reflect the new M-2 General Manufacturing zoning district. The subject property’s future land use designation will be revised from “Suburban Neighborhoods (SN)” to “General Industrial (GI)”.

### **COMMUNITY MEETING:**

Section 10-8-13-B-1-a of the Unified Development Ordinance states that a community meeting with area or neighborhood property owners, explaining the proposed annexation, may be required. This meeting, conducted by the petitioner at their own expense and at a location of their choice, may be recommended by the Plan Council before the Planning and Zoning Commission public hearing.

Given the proximity of existing residential land uses to the east (Kendall Marketplace), west (CMP Properties), and south of US 34 (Fox Hill), staff recommended that the petitioner hold a community meeting to discuss the proposed future land use of the property prior to the City Council and Planning and Zoning Commission public hearings. The petitioner has informed staff that they spoke with the adjacent property owner who lives at 1171 Blackberry Shore Lane at the end of the cul-de-sac for single-family homes in Kendall Marketplace about the proposal on October 29, 2024. They also reached out to the homeowner’s association contact for the Townes of Kendall Marketplace townhomes, but at the time of this memo, had not made contact with them to discuss the proposal.

### **STAFF COMMENTS:**

The petitioner is requesting a straightforward annexation of the subject property into the City of Yorkville without seeking any relief or variances from the M-2 General Manufacturing District zoning.





With the additional restrictions on permitted land uses, should the property not develop as a data center as outlined in the proposed agreement, staff supports the annexation request. This aligns with the Comprehensive Plan's recommended strategy of closing unincorporated "gap" areas within Yorkville's corporate boundaries to manage growth and ensure high-quality future development.

**ATTACHMENTS:**

1. Draft Annexation Agreement
2. Annexation Agreement Application
3. Public Hearing Notice
4. Plan Council Packet dated October 8, 2024
5. Email from Petitioner dated November 1, 2024 re: Adjacent Property Owner contact

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF KENDALL        )

### **ANNEXATION AGREEMENT**

This Annexation Agreement (hereinafter ("*Agreement*")), is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the United City of Yorkville, a municipal corporation, hereinafter referred to as "*City*" and Daniels Malinski Yorkville Family, hereinafter referred to as "*Owner*".

#### **WITNESSETH:**

**WHEREAS**, the Owner owns fee simple interest to the real property, which is legally described in *Exhibit A* attached hereto, consisting of approximately 270 acres, more or less (the "*Subject Property*"); and

**WHEREAS**, it is the desire of the Owner to provide for the annexation of the Subject Property and to use the Subject Property in accordance with the terms of this Agreement and the ordinances of the City; and, to provide that when annexed, the Subject Property is to be zoned as M-2 General Manufacturing District; and

**WHEREAS**, it is the desire of the Mayor and City Council (the "*Corporate Authorities*") to annex the Subject Property and permit the zoning, all being pursuant to the terms and conditions of this Agreement and the ordinances of the City; and

**WHEREAS**, Owner and City have or will perform and execute all acts required by law to effectuate such annexation; and

**WHEREAS**, all notices and publications as required by law relating to the zoning of the Subject Property and the Agreement have been published and given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Municipal Code (the "*Municipal Code*"); and

**WHEREAS**, the Corporate Authorities of the City have duly fixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Municipal Code; and

**WHEREAS**, the Planning and Zoning Commission of the City has duly held all public hearings relating to zoning, all as required by the provisions of the City's Zoning Code and the Municipal Code (the "*Municipal Code*"); and



**WHEREAS**, the Owner and City agree that upon Annexation to the City of the Subject Property shall be placed in the M-2 General Manufacturing District; and

**WHEREAS**, in accordance with the powers granted to the City by the provisions of Section 11-15.1-1 *et seq.* of the Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*), relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the future annexation, and zoning of the Subject Property and to provide for various other matters related directly or indirectly to the annexation and use of the Subject Property during the term of this Agreement as authorized by the provisions of said statutes.

**NOW THEREFORE**, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the City and the Owner agree as follows:

*Section 1. Annexation.*

The Owner has filed with the Clerk of the City a duly and properly executed petition pursuant to, and in accordance with, the provisions of Section 5/7-1-1 *et seq.* of the Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville.

*Section 2. Conditions of Annexation.*

- A. The City hereby agrees, contemporaneously with annexation, the City shall undertake procedures as required by the City's Unified Development Ordinance to rezone the Subject Property as M-2 General Manufacturing District.
- B. Once rezoned as M-2 General Manufacturing District, should a Data Center not be developed on the Subject Property, only the following uses shall be permitted:

Automobile sales and services (enclosed); Bakery (wholesale); Brewery/winery/distillery; Building material sales; Microdistillery; Microbrewery/Microwinery; Nursery/greenhouse; Research laboratories; Recreational vehicle sales and services; Storage, single-building climate controlled; Refrigerated Warehouse (Cold Storage).

*Section 3. Binding Effect and Term.*

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees, and successor lessees, and upon any successor municipal authority of the City and the successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto.

*Section 4. Notices and Remedies.*

Upon a breach of this Agreement, the parties hereto agree that the venue shall be the Circuit Court of Kendall County. It is further understood by the parties hereto that upon breach of this Agreement the non-defaulting party may exercise any remedy available at law or equity.

Before any failure of any part of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

***To the City:*** United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, Illinois 60560  
Attn: City Administrator

***With a copy to:*** Kathleen Field Orr  
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.  
1804 North Naper Boulevard  
Suite 350  
Naperville, Illinois 60563

***To the Owner:*** Drew Daniels  
Daniels Malinski Yorkville Family, LLLP  
405 E. Sheridan Rd.  
Lake Bluff, IL 60044

*Section 5. Agreement to Prevail over Ordinances.*

In the event of any conflict between this Agreement and any ordinances of the City in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provisions of this Agreement shall prevail to the of any such conflict or inconsistency.

*Section 6. Provisions.*

If any provision of this Agreement or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions, and provisions of this Agreement and, to that end, any terms, conditions, and provisions of this Agreement are declared to be severable.

**IN WITNESS WHEREOF**, the parties hereto have caused this Fourth Amendment to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, an Illinois  
municipal corporation

By: \_\_\_\_\_  
Mayor

*Attest:*

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

DANIELS MALINSKI YORKVILLE  
FAMILY, LLLP

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

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: 7714192  
Purchase Order:

State of Illinois - Kendall

**Chicago Tribune Media Group** does hereby certify that it is the publisher of the The Beacon-News. The The Beacon-News is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Aurora, Township of Aurora, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 10/21/2024, and the last publication of the notice was made in the newspaper dated and published on 10/21/2024.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

PUBLICATION DATES: **Oct 21, 2024.**

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The Beacon-News

In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

22nd Day of October, 2024, by

**Chicago Tribune Media Group**



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Jeremy Gates

**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING ON AN ANNEXATION AGREEMENT  
BEFORE  
UNITED CITY OF YORKVILLE  
CITY COUNCIL**

**NOTICE IS HEREBY GIVEN THAT** Drew Daniels, on behalf of Daniels Malinski Yorkville Family, LLLP, petitioner/owner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting annexation pursuant to an annexation agreement of a tract of property into the City's municipal boundary. The property consists of four (4) parcels totaling approximately 268.30 acres and is generally located at the northwest corner of West Veterans Parkway (US 34) and Beecher Road. The land is currently undeveloped and used for farming. The purpose of this annexation is to allow for future manufacturing development on the property pursuant to the terms of an annexation agreement.

The legal description of the tract of property is as follows:

**PARCEL ONE**

THAT PART OF THE SOUTH 1/2 OF SECTION 19 AND THE NORTH 1/2 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 19; THENCE SOUTH 00° 48' 07" EAST ALONG THE QUARTER LINE 257.40 FEET; THENCE NORTH 83° 55' 03" WEST 1944.30 FEET TO A POINT WHICH IS 1930.58 FEET SOUTH 88° 28' 32" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 88° 28' 32" WEST ALONG SAID NORTH LINE 204.60 FEET; THENCE SOUTH 02° 08' 40" WEST 2489.33 FEET TO THE PRESENT CENTER LINE OF U. S. HIGHWAY NO. 34; THENCE EASTERLY ALONG SAID CENTER LINE 2001.79 FEET TO A POINT ON SAID CENTER LINE WHICH IS NORTH 84° 54' 42" WEST FROM THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30 (AS MEASURED ALONG THE CENTER LINE OF SAID U. S. HIGHWAY NO. 34); THENCE NORTH 05° 05' 18" EAST AT RIGHT ANGLES TO SAID CENTER LINE 231.00 FEET; THENCE SOUTH 84° 54' 42" EAST PARALLEL WITH SAID CENTER LINE 565.71 FEET; THENCE SOUTH 05° 05' 18" WEST AT RIGHT ANGLES TO SAID CENTER LINE 231.00 FEET TO SAID CENTER LINE; THENCE SOUTH 84° 54' 42" EAST ALONG SAID CENTER LINE 2370.99 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 00° 39' 04" WEST ALONG SAID EAST LINE 429.15 FEET TO THE NORTHEAST CORNER OF SAID SECTION 30; THENCE NORTH 00° 39' 04" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, 301.20 FEET; THENCE SOUTH 89° 20' 56" WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 227.23 FEET; THENCE NORTH 15° 08' 07" WEST 2403.75 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19 WHICH IS 1826.22 FEET NORTH 88° 28' 32" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 88° 28' 32" WEST ALONG SAID NORTH LINE, 1826.22 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

**PARCEL TWO**

THAT PART OF THE SOUTH 1/2 OF SECTION 19 AND THE NORTH 1/2 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF STATE ROUTE 34 AND THE EAST LINE OF SAID SECTION 30; THENCE WESTERLY ALONG THE CENTER LINE OF SAID ROUTE 34, 2370.99 FEET FOR THE POINT OF BEGINNING; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 231 FEET; THENCE WESTERLY PARALLEL TO THE CENTER LINE OF STATE ROUTE 34, 565.71 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 231 FEET TO THE CENTER LINE OF SAID ROUTE 34; THENCE EASTERLY ALONG THE CENTER LINE OF SAID ROUTE 34, 565.71 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.



# CHICAGO TRIBUNE

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EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF OUTLOT 1 OF FOX HILL UNIT ONE PLANNED UNIT DEVELOPMENT, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, RECORDED IN CABINET 3, SLOTS 508 A&B AND 509 A&B AS DOCUMENTED NO. 9410594 IN THE RECORDER'S OFFICE OF KENDALL COUNTY; THENCE NORTH 06 DEGREES 22 MINUTES 18 SECONDS EAST, ON A BEARING REFERENCED TO AN ASSUMED NORTH, 15.240 METERS (50.00 FEET) TO THE CENTERLINE OF F.A. 591 AND THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 37 MINUTES 42 SECONDS WEST 93.518 METERS (306.82 FEET) ON SAID CENTERLINE; THENCE WESTERLY 213.414 METERS (700.18 FEET) ALONG AN 11,642.530 METERS (38,197.20) RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 84 DEGREES 09 MINUTES 12 SECONDS WEST 213.411 METERS (700.17 FEET); THENCE NORTH 02 DEGREE 08 MINUTES 42 SECONDS EAST 15.263 METERS (50.08 FEET); THENCE EASTERLY 208.048 METERS (682.57 FEET) ALONG AN 11,657.770 METER (38,247.20 FOOT) RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 84 DEGREES 10 MINUTES 17 SECONDS EAST 208.046 METERS (682.56 FEET); THENCE NORTH 85 DEGREES 35 MINUTES 28 SECONDS EAST 25.458 METERS (83.52 FEET); THENCE SOUTH 83 DEGREES 37 MINUTES 42 SECONDS EAST 50.000 METERS (164.04 FEET); THENCE SOUTH 72 DEGREES 50 MINUTES 54 SECONDS EAST 25.449 (83.49 FEET); THENCE SOUTH 83 DEGREES 37 MINUTES 42 SECONDS EAST 2.433 METERS (7.98 FEET); THENCE SOUTH 00 DEGREES 39 MINUTES 02 SECONDS EAST 15.355 METERS (50.38 FEET) TO SAID CENTERLINE; THENCE NORTH 83 DEGREES 37 MINUTES 42 SECONDS WEST 4.311 METERS (14.14 FEET) ALONG SAID CENTERLINE TO THE POINT OF BEGINNING, CONTAINING 0.5095 HECTARE (1.259 ACRES), MORE OR LESS, OF WHICH 0.4738 HECTARE (1.171 ACRES), MORE OR LESS, ARE IN THE EXISTING RIGHT OF WAY, SITUATED IN THE COUNTY OF KENDALL AND STATE OF ILLINOIS.

THE ABOVE PARCEL BEING SHOWN ON SHEET 2 OF THE RIGHT OF WAY PLANS FOR F.A. 591 (U.S. ROUTE 34), SECTION 13BR, RECORDED AS DOCUMENT NUMBER 9702750, FLAT FILE, 5-55 IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS.

ALSO, EXCEPT THAT PART CONVEYED THE UNITED CITY OF YORKVILLE IN DEED RECORDED AS DOCUMENT NO. 201400012767 TO WIT:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID SECTION 30, THENCE SOUTH 01 DEGREES 14 MINUTES 12 SECONDS EAST, 304.62 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 01 DEGREES 14 MINUTES 12 SECONDS EAST, 74.37 FEET ALONG SAID EAST LINE OF THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 34; THENCE CONTINUING SOUTH 01 DEGREES 14 MINUTES 12 SECONDS EAST, 50.25 FEET ALONG SAID EAST LINE TO THE CENTERLINE OF U.S. ROUTE 34; THENCE NORTH 85 DEGREES 32 MINUTES 10 SECONDS WEST, 1879.99 FEET ALONG SAID CENTERLINE, THENCE NORTH 04 DEGREES 27 MINUTES 50 SECONDS EAST, 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 34; THENCE NORTH 76 DEGREES 01 MINUTE 45 SECONDS EAST, 79.06 FEET TO A POINT 25.00 FEET NORTHERLY OF SAID NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 34; THENCE SOUTH 85 DEGREES 32 MINUTES 10 SECONDS EAST, 1748.26 FEET PARALLEL WITH AND 25.00 FEET NORTH OF SAID NORTHERLY RIGHT OF WAY LINE, THENCE NORTH 46 DEGREES 36 MINUTES 49 SECONDS EAST 66.09 FEET TO POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PERMANENT TAX NUMBERS: **02-19-300-019; 02-19-400-009, 02-19-400-010; AND 02-30-200-023**

NOTICE IS HEREWITH GIVEN THAT the City Council for the United City of Yorkville will conduct a Public Hearing for the purpose of considering and hearing testimony as to an

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160 N Stetson Avenue, Chicago, IL 60601  
(312) 222-2222 - Fax: (312) 222-4014

# CHICAGO TRIBUNE

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conduct a public hearing for the purpose of considering and hearing testimony as to an ordinance authorizing the annexation to the City of the above-described tract of property on **Tuesday, November 12, 2024 at 7 p.m.** at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560. An accurate map of the property proposed to be annexed to the City and form of the proposed annexation agreement are on file in the office of the Community Development Director.

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. For more project information, please scan the QR code below.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.



JORI BEHLAND  
City Clerk

10/21/2024 - 7714192





# Memorandum

To: Plan Council  
From: Krysti Barksdale-Noble, Community Development Director  
Date: October 8, 2024  
Subject: **PZC 2024-26 Daniels Malinski Yorkville Family, LLLP (DMYF)**  
Proposed Annexation and Rezoning Request

I have reviewed the annexation and rezoning applications for the subject property located just north of US 34 (Veterans Parkway), west of Beecher Road and Kendall Marketplace, and approximately 850 feet east of Eldamain Road. The applications were submitted by Drew Daniels on behalf of Daniels Malinski Yorkville Family, LLP, the petitioner. The petitioner is seeking to annex four (4) parcels, totaling approximately 270 acres, and rezone them from the R-1 Single-Family Suburban Residence District, which would apply upon annexation, to the M-2 General Manufacturing District.

Based upon my review of the application documents and plans, I have compiled the following comments:

## **GENERAL ZONING/LAND USE COMMENTS:**

The subject property, approximately 270 acres in total, is currently unincorporated and zoned A-1 Agriculture in Kendall County. It consists of four parcels: the largest, roughly 200 acres, is irregularly shaped and adjacent to the Kendall Marketplace development; a 55-acre rectangular parcel is closest to Eldamain Road; and two smaller parcels, approximately 13 acres, are located just north of US 34. The property is currently used for farming, with a portion of Rob Roy Creek running through it. The two largest parcels are also part of the Rob Roy Drainage District.

1. **ZONING** – The subject property consists of four (4) parcels (#02-30-200-023, #02-19-400-010, #02-19-400-009, and #02-19-300-019). The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	M-2 General Manufacturing District	Farmland (Kelaka)
	A-1 Agricultural District (Kendall County)	Farmland
East	Planned Unit Development (B-3, R-3, R-2)	Kendall Marketplace (Commercial, Townhomes, Single-Family Residential)
South	US 34 (Veterans Parkway)	Transportation
	B-3 General Business District	Rush Copley Medical Center/Commercial
	R-3 Multi-Family Attached Residence District	Fox Hill Townhomes
	R-2 Single-Family Traditional Residence	Fox Hill
West	B-3 General Business District	Commercial
		Undeveloped/Agriculture (Cobblestone North)

- a. Per Section 10-3-4 of the Yorkville Unified Development Ordinance (UDO), any territory annexed to the city shall automatically be classified within the R-1 Single-Family Suburban Residential District. Therefore, the petitioner is seeking rezoning within the M-2 General Manufacturing District, however, a proposed future land use was not provided on the rezoning application.



- i. **Will the petitioner confirm that the intended future land use for the subject property is for a data center campus?**
2. **PERMITTED USES** – Per Section 10-3-6-F of the Yorkville Unified Development Ordinance (UDO), the M-2 general manufacturing district zoning designation is intended to provide for the location of manufacturing, industrial, and related uses that have greater off-site impacts than those in the M-1 limited manufacturing district. The district is intended to ensure the compatibility of the manufacturing and industrial uses with surrounding residential and commercial uses and to minimize off-site impacts such as noise, traffic, and visual qualities.
  - a. Further, per Table 10-3-12 (B) Permitted and Special Uses of the Unified Development Ordinance, under “Energy Industrial Uses” data centers are permitted land uses.
3. **M-2 BULK REGULATIONS** – Per the Table 10-3-9(A) Bulk and Dimensional Standards, the following are the current M-2 General Business District standards:

M-2 Zoning Regulations	
Min. Lot Area	N/A
Front Yard Setback	25 feet
Rear Yard Setback	N/A
Side Yard Setback	Min. 10% of lot width/Max. 20 feet
Corner Yard Setback	Min. 10% of lot width/Max. 20 feet
Max. Lot Coverage	85%
Max. Building Height	N/A

4. **COMPREHENSIVE PLAN** – The 2016 Comprehensive Plan Update designates this property as “Suburban Neighborhoods (SN)” which is designated primarily for single-family detached residential homes. However, the Comprehensive Plan also states, “while the land use map should guide future land use and development and zoning decisions, it is also meant to be adjusted and changed when circumstances warrant a change in planning direction in a given area of the City.”
  - a. **Due to the recent trend in rezoning and development in the area, the Kelaka property annexation and rezoning to M-2 and the Cyrus One data center development approval to the north of the subject property, staff supports the proposed M-2 General Manufacturing District zoning for a future data center campus development with conditions.**
  - b. **Upon approval of the annexation and rezoning, the Comprehensive Plan will require an amendment to reflect the new M-2 General Manufacturing zoning district. The subject property’s future land use designation will be revised from “Suburban Neighborhoods (SN)” to “General Industrial (GI)”.**

## ANNEXATION COMMENTS:

5. **ANNEXATION AGREEMENT** – Given the subject property's location along a major arterial roadway (US 34) and its proximity to the Kendall Marketplace development, which includes both commercial and residential land uses, staff recommends that the annexation agreement include a condition to consider restricting future manufacturing uses under the M-2 District if a data center campus is not developed on the site.

i. Should a data center user not develop on the parcel, staff would recommend only the following M-2 General Manufacturing land uses be permitted on the subject property per Table 10-3-12(B) of the Unified Development Ordinance:

1. Automobile sales and services (enclosed) – defined as “An establishment engaged in the sale of automobiles where all operations take place entirely within an enclosed showroom in a primary building.”
2. Bakery (wholesale) - defined as “a bakery in which there is permitted the production and/or wholesaling of baked goods, excluding retail bakery.”
3. Brewery/winery/distillery – defined as “an establishment primarily engaged in brewing fermented malt beverages including beer, ale, malt liquors, and nonalcoholic beer (brewery), manufacturing and bottling wine on the premises (winery), or manufacturing, by distillation, intoxicating spirits on the premises (distillery) but not including on-premises consumption by patrons.”
4. Building material sales – defined as “establishments or places of business primarily engaged in retail or wholesale sale, from the premises, of materials used in the construction of buildings or other structures.”
5. Microdistillery – defined as “a small-scale artisan manufacturing business that blends, ferments, processes, packages, distributes and serves alcoholic spirits on and off the premises and produces no more than fifteen thousand (15,000) gallons per calendar year on-site. The microdistillery facility may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the alcoholic beverages shall be consistent with state law.”
6. Microbrewery/Microwinery – defined as “a combination retail, wholesale, and/or small-scale artisan manufacturing business that brews, ferments, processes, packages, distributes, and serves either beer or wine for sale on- or off-site. A microbrewery shall produce no more than one-hundred fifty-five thousand (155,000) gallons of beer per year for sale on the premises for either on-premises or off-premises consumption. These facilities may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the beverages shall be consistent with state law.”
7. Nursery/greenhouse – defined as “retail business whose principal activity is the selling of plants and having outdoor storage, growing and/or display of plants.”

8. Research laboratories – defined as “a building or group of buildings in which are located facilities for scientific research, investigation, testing or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.”
  9. Recreational vehicle sales and services – defined as “an establishment engaged in the sale of recreational vehicles, including motorhomes and pickup campers, travel trailers, tent trailers, and similar vehicles that are designed and constructed for permit sleeping or housekeeping in an outdoor or a showroom enclosed in a primary building.”
  10. Storage, single-building climate controlled – defined as “a facility consisting of a single building where individual self-contained units are leased or rented to the general public for dead storage and where the individual storage units are accessed from the interior of the building.”
  11. Refrigerated Warehouse (Cold Storage)- defined as “a facility which is artificially or mechanically cooled in order to maintain the integrity and quality of perishable goods.”
- ii. The above identified limited permitted land uses shall be in effect for the term of the annexation agreement, twenty (20) years.
6. **PLAT OF ANNEXATION** – A plat of annexation shall be an exhibit to the annexing ordinance. The city engineer will prepare the exhibit.
  7. **COMMUNITY MEETING** – Per Section 10-8-13-B-1-a of the Unified Development Ordinance states a community meeting of area/neighborhood property owners explaining the proposed Annexation conducted by the petitioner at their own expense and at a location of their choosing may be required as a recommendation from the Plan Council prior to the Planning and Zoning Commission public hearing date.
    - a. Due to the proximity of existing residential land uses immediately to the east (Kendall Marketplace), west (CMP Properties) and south of US 34 (Fox Hill) staff recommends the petitioner conduct a community meeting regarding the proposed future land use of the subject property prior to the City Council and Planning and Zoning Commission public hearings.



October 15, 2024

Ms. Krysti Barksdale-Noble  
Community Development Director  
United City of Yorkville  
651 Prairie Pointe  
Yorkville, IL 60560

**Re: DMFY, LLLP  
Annexation and Rezoning Review  
United City of Yorkville**

Dear Krysti:

We have reviewed the application for annexation and rezoning for the above-referenced project dated September 12, 2024.

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering and land surveying 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:

1. Rob Roy Creek traverses the property and there is a floodplain and floodway that need to be taken into account during the ultimate land planning process. The best available data has been provided to the developer's engineer.
2. The City is planning an extension of Beecher Road from Faxon Road to the existing location with the Kendall Marketplace Development. This should be accounted for during the land planning process.
3. The connections to the sanitary sewer will generally come from the existing interceptor sewer located along the property's eastern edge. Additional study will be required to analyze the ability of the City to provide sewer service.
4. The connections to the water distribution system will require additional study. In addition, depending on the ultimate development additional water system infrastructure may be required.
5. Connections to US Route 34 will need to be coordinated with IDOT and the City during the land planning process.
6. Prior to construction, detailed final engineering plans will need to be submitted for review.

Ms. Krysti Barksdale-Noble  
October 15, 2024  
Page 2

If you have any questions or require additional information, please call our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in dark ink, appearing to read 'B. Sanderson', with a long horizontal line extending to the right.

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 Ratosh, Building Department (via email)  
Ms. Sara Mendez, City Planner (via email)  
Ms. Gina Nelson, Admin Assistant (via email)  
Building Department (via email) [Bzpermits@yorkville.il.us](mailto:Bzpermits@yorkville.il.us)  
Ms. Jori Behland, City Clerk (via email)  
Mr. Drew Daniels, Sexton Companies (via email)  
TNP, PGW2, EEI (Via e-mail)

**From:** [Drew Daniels](#)  
**To:** [Krysti Barksdale-Noble](#)  
**Subject:** DMYF - Annexation & Rezoning Follow Up  
**Date:** Friday, November 1, 2024 3:00:58 PM  
**Attachments:** [DMYF - City of Yorkville - U.S. Certified Mail Receipts as of 10-25-24a.pdf](#)  
[DMYF - City of Yorkville - U.S. Certified Mail Receipts as of 10-25-24b.pdf](#)  
[DMYF - City of Yorkville - U.S. Certified Mail Receipts as of 10-26-24.pdf](#)  
[DMYF - City of Yorkville - U.S. Postal Service Certified Mail Receipt as of 10-25-24a.pdf](#)  
[DMYF - City of Yorkville - U.S. Postal Service Certified Mail Receipt as of 10-25-24b.pdf](#)  
[DMYF - City of Yorkville - U.S. Postal Service Certified Mail Receipt as of 10-26-24.pdf](#)

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Hello Krysti,

I'm e-mailing you here with the following updates:

#### Public Notice Mailings

As promised, this e-mail provides you with the supporting documents as they relate to the certified mailings that needed to go out for our annexation and rezoning process. As I mentioned on the phone, the Kendal County GIS system indicated 230 properties within the 500' distance of my four PINs, however after removing the duplicate addresses, we were left with 95 notices that needed to be sent. Attached you will find the 95 certified mail receipts along with the U.S. Post Office payment receipts; there are six files in total. I am also slowly starting to see the return receipts show up and will be sure to bring those the next time I see you. As of today, 31 of the 95 have been returned.

#### Adjacent Property Owners

I also reached out on October 29<sup>th</sup> to Mary Maher-Bartalone, who lives at 1171 Blackberry Shore Lane. We spoke for about 15 minutes on the phone, and I followed up our conversation with an e-mail to her (a copy of this e-mail was also sent to you on October 30<sup>th</sup>, at 2:10 pm). Mary is very aware of what is happening in the area and indicated that she might want to stop in and listen in on one of the meetings regarding the annexation and rezoning in the future. FYI, the e-mail I sent her did supply her with a list of the tentative dates for all our upcoming meetings.

Lastly, in the Plan Counsel follow-up letter I received, the City had also asked for me to reach out to the HOA representative for the Townes of Kendall Marketplace townhome development. The contact provided for the HOA was Jennifer Garcia of Abby Properties, LLC, who I also called on October 29<sup>th</sup>. When I called her office, I spoke with Marco who informed me that Jennifer was out-of-town on vacation, and she wouldn't be back in the office until Monday, November 4<sup>th</sup>. I also asked if there was anyone else in the office that handles the Townes of Kendall Marketplace townhome development, and he said "no". So, I left my name and number with him to give to her and I do plan on following up with her early next week.

Just let me know if you have any questions about anything in this e-mail and have a nice weekend.

Thanks,

Drew (847) 942-5916

[www.sextondevelopment.com](http://www.sextondevelopment.com)



**Drew Daniels**

DIRECTOR OF DEVELOPMENT

Office (224) 212-1250 x126 • Mobile (847) 942-5916 • Fax (224) 212-1260

49 Sherwood Terrace, Suite A • Lake Bluff, Illinois 60044

[www.sextondevelopment.com](http://www.sextondevelopment.com)

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# Memorandum

To: Planning and Zoning Commission  
From: Krysti Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Sara Mendez, Planner I  
Date: November 5, 2024  
Subject: **PZC 2024-26 DMYF, LLLP (Daniels, Malinski Yorkville Family)**  
Rezoning from R-1 Residential to M-2 Manufacturing Upon Annexation

## SUMMARY:

Applications for annexation and rezoning were submitted by Drew Daniels on behalf of Daniels Malinski Yorkville Family, LLP (DMYF), the petitioner/owner. DMYF, LLLP is seeking to annex four (4) parcels, totaling approximately 270 acres, and rezone them from the R-1 Single-Family Suburban Residence District to the M-2 General Manufacturing District for a future data center, contingent upon approval of annexation by the City Council. The subject property, consisting of parcels #02-30-200-023, #02-19-400-010, #02-19-400-009, and #02-19-300-019, is located just north of US 34 (Veterans Parkway), west of Beecher Road and Kendall Marketplace, and approximately 850 feet east of Eldamain Road.



## **DMYF, LLLP**

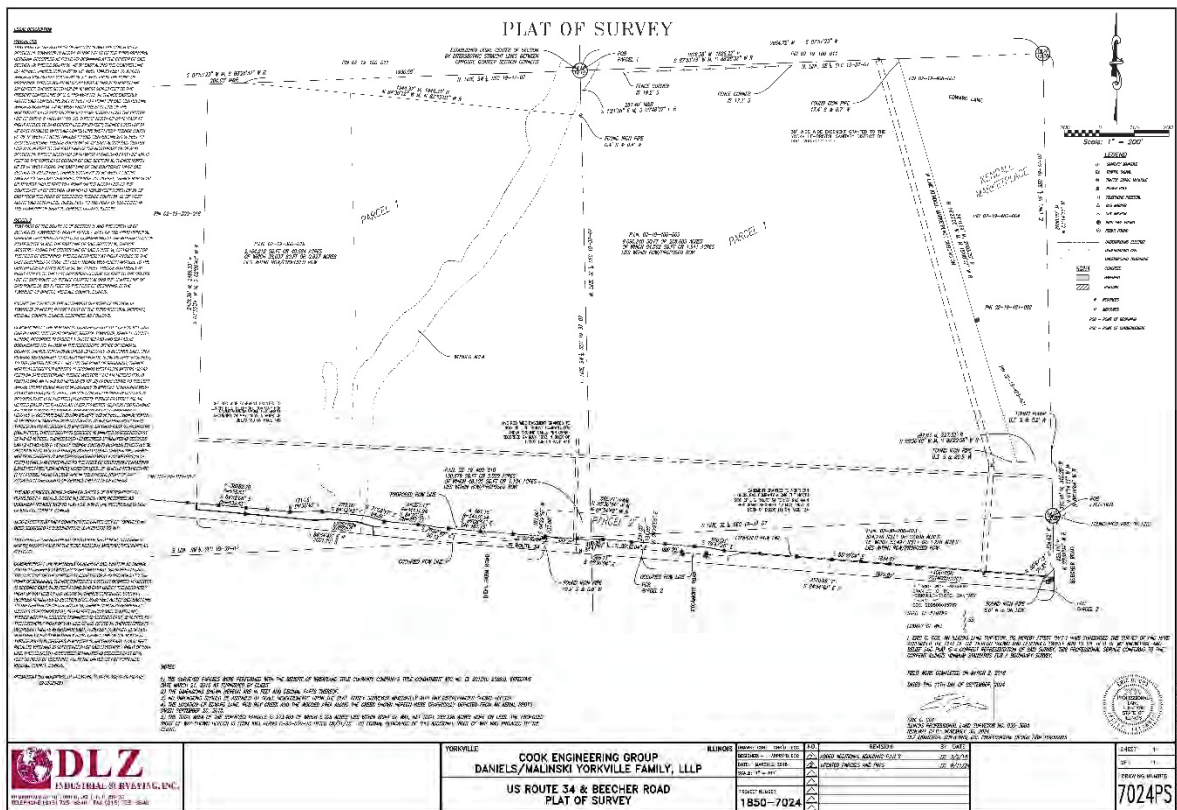
United City of Yorkville, Illinois  
Date: September 19, 2024  
File Location: I:\ARCGIS TEMPLATES\DMYF, LLLP



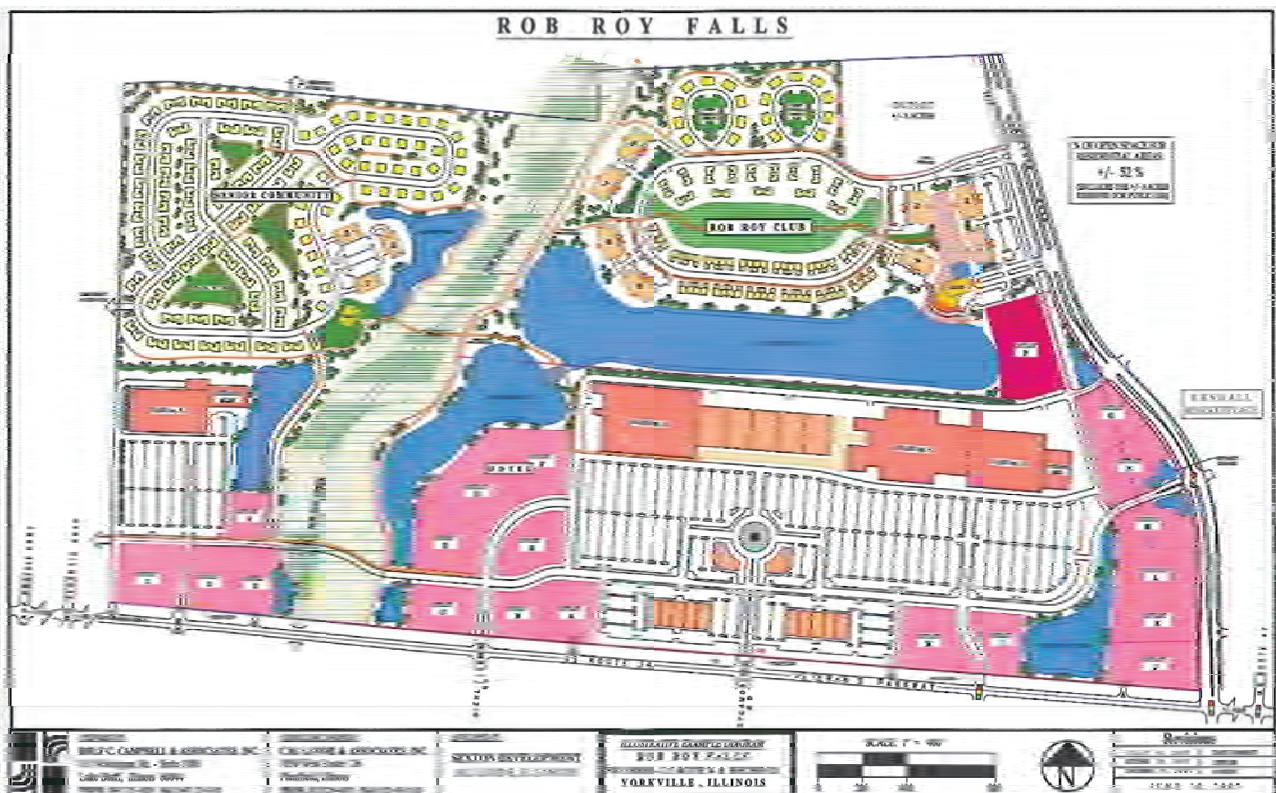
## PROPERTY BACKGROUND:

The subject property, approximately 270 acres in total, is currently unincorporated and zoned A-1 Agriculture in Kendall County. It consists of four parcels: the largest, roughly 200 acres, is irregularly shaped and adjacent to the Kendall Marketplace development; a 55-acre rectangular parcel is closest to Eldamain Road; and two smaller parcels, approximately 13 acres, are located just north of US 34. The property is currently used for farming, with a portion of Rob Roy Creek running through it. The two largest parcels are also part of the Rob Roy Drainage District.





In 2007, a proposal for "Rob Roy Falls" was submitted to the City for this parcel, featuring a Conceptual PUD Plan (provided below). The plan included a commercial component spanning approximately 130 acres, a residential mixed-use area with senior living and multi-family housing on about 72 acres, and a "Rob Roy Club" component covering around 71 acres. However, the annexation and development never materialized, and the land has remained undeveloped farmland for the past 18 years.



## **REZONING REQUEST:**

According to Section 10-3-4 of the Yorkville Unified Development Ordinance (UDO), any territory annexed into the city is automatically zoned as R-1 Single-Family Suburban Residential District. In this case, the petitioner is requesting rezoning to the M-2 General Manufacturing District for the development of a proposed data center. Data centers are defined as facilities containing networked computers, storage systems, and computing infrastructure that organizations use to collect, process, store, and distribute data.

Per Section 10-3-6-F of the Yorkville UDO, the M-2 General Manufacturing District is designated for manufacturing, industrial, and related uses that produce more significant off-site impacts compared to those in the M-1 Limited Manufacturing District. The purpose of this district is to ensure compatibility between industrial uses and nearby residential and commercial areas, while minimizing off-site impacts like noise, traffic, and visual disturbances.

Table 10-3-12(B) of the Unified Development Ordinance specifies that data centers are permitted land uses within the M-2 District. The UDO also outlines specific rezoning standards that will be reviewed by all recommending bodies. The petitioner has provided responses addressing each of these standards in the application.

To assess the potential impact of the proposed rezoning and future use of the property, staff has created the following chart, which summarizes the current zoning and land uses of the surrounding area:

Zoning		Land Use
North	M-2 General Manufacturing District	Farmland (Kelaka)
	A-1 Agricultural District (Kendall County)	Farmland
East	Planned Unit Development (B-3, R-3, R-2)	Kendall Marketplace (Commercial, Townhomes, Single-Family Residential)
South	US 34 (Veterans Parkway)	Transportation
	B-3 General Business District	Rush Copley Medical Center/Commercial
	R-3 Multi-Family Attached Residence District	Fox Hill Townhomes
	R-2 Single-Family Traditional Residence	Fox Hill
West	B-3 General Business District	Commercial
	Undeveloped/Agriculture (Cobblestone North)	

## **ANNEXATION AGREEMENT:**

As previously mentioned, the applicant seeks annexation of four (4) unincorporated parcels, #02-30-200-023, #02-19-400-010, #02-19-400-009, and #02-19-300-019, totaling approximately 270-acres for the future purpose of constructing and operating a data center land use. Contiguity of the subject parcels and Yorkville's current corporate boundary is established immediately to the east via the Kendall Marketplace commercial development and the recently annexed Kelaka parcel to the north. The approximately 148-acre Kelaka parcel is currently unimproved but is also entitled for a future industrial/data center.

With regard to the rezoning request, a draft annexation agreement has been drafted that should a data center user not develop on the parcel, only the following M-2 General Manufacturing land uses will be permitted on the subject property per Table 10-3-12(B) of the Unified Development Ordinance:

1. Automobile sales and services (enclosed) – defined as “An establishment engaged in the sale of automobiles where all operations take place entirely within an enclosed showroom in a primary building.”
2. Bakery (wholesale) - defined as “a bakery in which there is permitted the production and/or wholesaling of baked goods, excluding retail bakery.”

3. Brewery/winery/distillery – defined as “an establishment primarily engaged in brewing fermented malt beverages including beer, ale, malt liquors, and nonalcoholic beer (brewery), manufacturing and bottling wine on the premises (winery), or manufacturing, by distillation, intoxicating spirits on the premises (distillery) but not including on-premises consumption by patrons.”
4. Building material sales – defined as “establishments or places of business primarily engaged in retail or wholesale sale, from the premises, of materials used in the construction of buildings or other structures.”
5. Microdistillery – defined as “a small-scale artisan manufacturing business that blends, ferments, processes, packages, distributes and serves alcoholic spirits on and off the premises and produces no more than fifteen thousand (15,000) gallons per calendar year on-site. The microdistillery facility may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the alcoholic beverages shall be consistent with state law.”
6. Microbrewery/Microwinery – defined as “a combination retail, wholesale, and/or small-scale artisan manufacturing business that brews, ferments, processes, packages, distributes, and serves either beer or wine for sale on- or off-site. A microbrewery shall produce no more than one-hundred fifty-five thousand (155,000) gallons of beer per year for sale on the premises for either on-premises or off-premises consumption. These facilities may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the beverages shall be consistent with state law.”
7. Nursery/greenhouse – defined as “retail business whose principal activity is the selling of plants and having outdoor storage, growing and/or display of plants.”
8. Research laboratories – defined as “a building or group of buildings in which are located facilities for scientific research, investigation, testing or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.”
9. Recreational vehicle sales and services – defined as “an establishment engaged in the sale of recreational vehicles, including motorhomes and pickup campers, travel trailers, tent trailers, and similar vehicles that are designed and constructed for permit sleeping or housekeeping in an outdoor or a showroom enclosed in a primary building.”
10. Storage, single-building climate controlled – defined as “a facility consisting of a single building where individual self-contained units are leased or rented to the general public for dead storage and where the individual storage units are accessed from the interior of the building.”
11. Refrigerated Warehouse (Cold Storage)- defined as “a facility which is artificially or mechanically cooled in order to maintain the integrity and quality of perishable goods.”

The above identified limited permitted land uses are proposed to be in effect for the term of the annexation agreement, twenty (20) years. Additionally, a Plat of Annexation will be provided as an exhibit to the annexation agreement. A public hearing for the proposed annexation and annexation agreement was held on November 12, 2024 at the City Council meeting.

### **THE COMPREHENSIVE PLAN:**

The 2016 Comprehensive Plan Update designates this property as “Suburban Neighborhoods (SN)” which is designated primarily for single-family detached residential homes. However, the Comprehensive Plan also states, “while the land use map should guide future land use and development and zoning decisions, it is also meant to be adjusted and changed when circumstances warrant a change in planning direction in a given area of the City.”



Due to the recent trend in rezoning and development in the area, the Kelaka property annexation and rezoning to M-2 and the Cyrus One data center development approval to the north of the subject property, staff supports the proposed M-2 General Manufacturing District zoning for a future data center campus development with conditions.

Upon approval of the annexation and rezoning, the Comprehensive Plan will require an amendment to reflect the new M-2 General Manufacturing zoning district. The subject property's future land use designation will be revised from "Suburban Neighborhoods (SN)" to "General Industrial (GI)".

### **COMMUNITY MEETING:**

Section 10-8-13-B-1-a of the Unified Development Ordinance states that a community meeting with area or neighborhood property owners, explaining the proposed annexation, may be required. This meeting, conducted by the petitioner at their own expense and at a location of their choice, may be recommended by the Plan Council before the Planning and Zoning Commission public hearing.

Given the proximity of existing residential land uses to the east (Kendall Marketplace), west (CMP Properties), and south of US 34 (Fox Hill), staff recommended that the petitioner hold a community meeting to discuss the proposed future land use of the property prior to the City Council and Planning and Zoning Commission public hearings. The petitioner has informed staff that they spoke with the adjacent property owner who lives at 1171 Blackberry Shore Lane at the end of the cul-de-sac for single-family homes in Kendall Marketplace about the proposal on October 29, 2024. They also reached out to the homeowner's association contact for the Townes of Kendall Marketplace townhomes, but at the time of this memo, had not made contact with them to discuss the proposal. A verbal update will be provided at the Planning and Zoning Commission meeting.

### **STAFF COMMENTS:**

The petitioner is requesting a straightforward annexation of the subject property into the City of Yorkville without seeking any relief or variances from the M-2 General Manufacturing District zoning. With the additional restrictions on permitted land uses, should the property not develop as a data center as outlined in the proposed agreement, staff supports the annexation request. This aligns with the Comprehensive Plan's recommended strategy of closing unincorporated "gap" areas within Yorkville's corporate boundaries to manage growth and ensure high-quality future development.

### **REZONING STANDARDS:**

Section 10-8-12 Map Amendments establishes criteria for findings of fact related to rezoning (map amendment) requests. When the purpose and affect is to change the zoning of a property and amend the City's Zoning Map, the Planning and Zoning Commission shall consider each of the following facts before rendering a decision on the request. The petitioner has provided answers to each of the criteria in the application these standards which are included in the packet for your review and will be entered into the public record as part of the public hearing process. The standards are:

1. The proposed Map Amendment is consistent with the Comprehensive Plan and the purposes of the UDO.



2. The proposed Map Amendment is consistent with the existing and planned uses and zoning of the nearby properties.
3. The subject property is suitable for the purposes of the proposed district.
4. The proposed Map Amendment will not result in an individual parcel zoned in one zoning district that is not shared by the adjacent parcels.
5. The proposed parcel(s) to be rezoned shall meet the minimum frontage and area requirements of the requested rezoning district as specified in Section 10-3-9(A).
6. The community need for the proposed use.
7. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the subject property.

**Proposed Motion:**

*In consideration of testimony presented during a Public Hearing on November 13, 2024 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for rezoning from R-1 Single-Family Residential to M-2 General Manufacturing District for a proposed future data center, contingent upon approval of annexation by the City Council, for a 270-acre property generally located just north of US 34 (Veterans Parkway), west of Beecher Road and Kendall Marketplace, and approximately 850 feet east of Eldamain Road, subject to {insert any additional conditions of the Planning and Zoning Commission}...*

**ATTACHMENTS:**

1. Rezoning Application
2. Public Hearing Notice
3. Plan Council Packet dated October 8, 2024



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 REZONING

DATE:	PZC NUMBER:	DEVELOPMENT NAME:
<b>PETITIONER INFORMATION</b>		
NAME: Drew Daniels		COMPANY: Daniels Malinski Yorkville Family, LLLP
MAILING ADDRESS: 405 E. Sheridan Road		
CITY, STATE, ZIP: Lake Bluff, Illinois 60044		TELEPHONE: <input type="radio"/> BUSINESS <input checked="" type="radio"/> HOME (847) 942-5916
EMAIL: ddaniels@sextoncompanies.net		FAX:
<b>PROPERTY INFORMATION</b>		
NAME OF HOLDER OF LEGAL TITLE: Daniels Malinski Yorkville Family, LLLP		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: 11443 Route 34, Yorkville, Illinois 60560		
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: Farmland fronting U.S. Route 34 (Veterans Parkway) and West of Kendall Marketplace		
CURRENT ZONING CLASSIFICATION: Agricultural		REQUESTED ZONING CLASSIFICATION: M-2
COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION: M-2		TOTAL ACREAGE: 268.30
<b>ZONING AND LAND USE OF SURROUNDING PROPERTIES</b>		
NORTH: East of Creek is Zoned Agricultural and is in Unincorporated Kendall County / West of Creek was recently annexed into York		
EAST: B-3 / Kendall Market Place + R-3 / Future Attached Multi-Family Residences + / R-2 / One Single Family Home		
SOUTH: (N/A) - U.S. Route 34 / W. Veterans Parkway		
WEST: B-3 / GENERAL BUSINESS DISTRICT		
<b>KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)</b>		
02-30-200-023		
02-19-400-010		
02-19-400-009		
02-19-300-019		





United City of Yorkville 651  
Prairie Pointe Drive  
Yorkville, Illinois, 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575  
Website: [www.yorkville.il.us](http://www.yorkville.il.us)

# APPLICATION FOR REZONING

## ATTORNEY INFORMATION

NAME: Margaret Christie

COMPANY: Golan Christie Taglia LLP

MAILING ADDRESS: 70 W. Madison Street, Suite 1500

CITY, STATE, ZIP: Chicago, Illinois 60602

TELEPHONE: (312) 696-2042

EMAIL: MACHristie@GCT.law

FAX:

## ENGINEER INFORMATION

NAME: Michael Cook

COMPANY: Cook Engineering Group

MAILING ADDRESS: 26316 Mapleview Drive

CITY, STATE, ZIP: Plainfield, Illinois 60585

TELEPHONE: (815) 577-1707

EMAIL: mcook@cookenggroup.com

FAX:

## LAND PLANNER/SURVEYOR INFORMATION

NAME: Eric Cox

COMPANY: DLZ Industrial Surveying Inc.

MAILING ADDRESS: 80 McDonald Avenue, Unit D

CITY, STATE, ZIP: Joliet, Illinois 60431

TELEPHONE: (815) 577-1707

EMAIL: ecox@dlz.com

FAX:

## ATTACHMENTS

Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".

Petitioner must list the names and addresses of any adjoining or contiguous landowners within 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".



United City of Yorkville 651  
Prairie Pointe Drive  
Yorkville, Illinois, 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575  
Website: [www.yorkville.il.us](http://www.yorkville.il.us)

# APPLICATION FOR REZONING

## REZONING STANDARDS

PLEASE STATE THE EXISTING ZONING CLASSIFICATION(S) AND USES OF THE PROPERTY WITHIN THE GENERAL AREA OF THE PROPOSED REZONED PROPERTY:

The existing zoning is Agricultural in Unincorporated Kendall County (Bristol Township) and the current uses of the property within the general area is farming.

PLEASE STATE THE TREND OF DEVELOPMENT, IF ANY, IN THE GENERAL AREA OF THE PROPERTY IN QUESTION, INCLUDING CHANGES, IF ANY, WHICH HAVE TAKEN PLACE SINCE THE DAY THE PROPERTY IN QUESTION WAS PLACED IN ITS PRESENT ZONING CLASSIFICATION:

Surrounding properties are being re-zoned (or being considered) to M-2 zoning.

PLEASE STATE THE EXTENT TO WHICH PROPERTY VALUES ARE DIMINISHED BY THE PARTICULAR ZONING RESTRICTIONS:

None to our knowledge

PLEASE STATE THE EXTENT TO WHICH THE DESTRUCTION OF PROPERTY VALUES OF PETITIONER PROMOTES THE HEALTH, SAFETY, MORALS, AND GENERAL WELFARE OF THE PUBLIC:

None





United City of Yorkville 651  
Prairie Pointe Drive  
Yorkville, Illinois, 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575  
Website: [www.yorkville.il.us](http://www.yorkville.il.us)

# APPLICATION FOR REZONING

## REZONING STANDARDS

PLEASE STATE THE LENGTH OF TIME THE PROPERTY HAS BEEN VACANT AS ZONED CONSIDERED IN THE CONTEXT OF LAND DEVELOPMENT IN THE AREA IN THE VICINITY OF THE SUBJECT PROPERTY:

The property has been farmed for decades

PLEASE STATE THE COMMUNITY NEED FOR THE PROPOSED LAND USE:

The surrounding area is being developed as industrial / data center uses, and the potential utility and real estate taxes to the City and the community are important.

WITH RESPECT TO THE SUBJECT PROPERTY, PLEASE STATE THE CARE WITH WHICH THE COMMUNITY HAS UNDERTAKEN TO PLAN ITS LAND USE DEVELOPMENT:

The use is consistent with what is being proposed and approved in the general area and it aligns with surrounding properties in the 2016 Comprehensive Plan update.

PLEASE STATE THE IMPACT THAT SUCH RECLASSIFICATION WILL HAVE UPON TRAFFIC AND TRAFFIC CONDITIONS ON SAID ROUTES; THE EFFECT, IF ANY, SUCH RECLASSIFICATION AND/OR ANNEXATION WOULD HAVE UPON EXISTING ACCESSES TO SAID ROUTES; AND THE IMPACT OF ADDITIONAL ACCESSSES AS REQUESTED BY THE PETITIONER UPON TRAFFIC AND TRAFFIC CONDITIONS AND FLOW ON SAID ROUTES (ORD. 1976-43, 11-4-1976):

Other than the construction traffic when the final development is built, very little to no change in traffic impact. At the moment, there are no existing access roads, but if and when traffic lights are added onto Route 34, they have already been planned for (including the necessary easements granted) by the Illinois Department of Transportation when the widening of Route 34 occurred back in 2018/2019.



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 REZONING

## REZONING STANDARDS

PLEASE STATE THE RELATIVE GAIN TO THE PUBLIC AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL PROPERTY OWNER:

With no known hardship, the development would envision substantial construction jobs as well as long-term jobs all while also providing the City and its' residents with potentially considerable utility / property taxes.

PLEASE STATE THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE ZONED PURPOSES:

The use is consistent with what is being proposed and approved in the general area and it aligns with the 2016 Comprehensive Plan update.

## AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

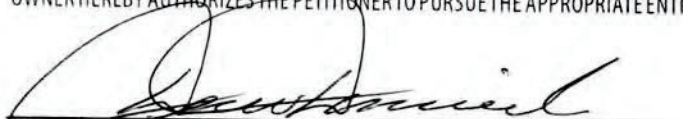
I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

  
PETITIONER SIGNATURE

9/12/2024

DATE

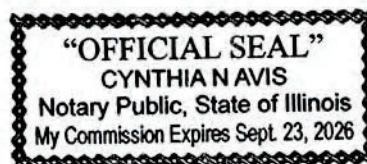
OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

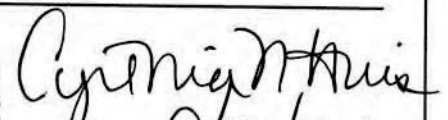
  
OWNER SIGNATURE

9/12/2024

DATE

**THIS APPLICATION MUST BE  
NOTARIZED PLEASE NOTARIZE HERE:**



  
9/12/24





# Exhibit A

---

<b>Document:</b>	<b>Application for Annexation &amp; Rezoning</b>
<b>Petitioner Name:</b>	<b>Drew Daniels</b>
<b>Company Name:</b>	<b>Daniels Malinski Yorkville Family, LLLP</b>
<b>Property Address:</b>	<b>11433 US Route 34 – Kendall County, Illinois</b>
<b>Exhibit A:</b>	<b>Legal Descriptions</b>
<b>PINs:</b>	<b>02-19-300-019</b>
	<b>02-19-400-009</b>
	<b>02-19-400-010</b>
	<b>02-30-200-023</b>

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## **LEGAL DESCRIPTION**

### **PARCEL ONE**

THAT PART OF THE SOUTH 1/2 OF SECTION 19 AND THE NORTH 1/2 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 19; THENCE SOUTH 00° 48' 07" EAST ALONG THE QUARTER LINE 257.40 FEET; THENCE NORTH 83° 55' 03" WEST 1944.30 FEET TO A POINT WHICH IS 1930.58 FEET SOUTH 88° 28' 32" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 88° 28' 32" WEST ALONG SAID NORTH LINE 204.60 FEET; THENCE SOUTH 02° 08' 40" WEST 2489.33 FEET TO THE PRESENT CENTER LINE OF U. S. HIGHWAY NO. 34; THENCE EASTERLY ALONG SAID CENTER LINE 2001.79 FEET TO A POINT ON SAID CENTER LINE WHICH IS NORTH 84° 54' 42" WEST FROM THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30 (AS MEASURED ALONG THE CENTER LINE OF SAID U. S. HIGHWAY NO. 34); THENCE NORTH 05° 05' 18" EAST AT RIGHT ANGLES TO SAID CENTER LINE 231.00 FEET; THENCE SOUTH 84° 54' 42" EAST PARALLEL WITH SAID CENTER LINE 565.71 FEET; THENCE SOUTH 05° 05' 18" WEST AT RIGHT ANGLES TO SAID CENTER LINE 231.00 FEET TO SAID CENTER LINE; THENCE SOUTH 84° 54' 42" EAST ALONG SAID CENTER LINE 2370.99 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 00° 39' 04" WEST ALONG SAID EAST LINE 429.15 FEET TO THE NORTHEAST CORNER OF SAID SECTION 30; THENCE NORTH 00° 39' 04" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, 301.20 FEET; THENCE SOUTH 89° 20' 56" WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 227.23 FEET; THENCE NORTH 15° 08' 07" WEST 2403.75 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19 WHICH IS 1826.22 FEET NORTH 88° 28' 32" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 88° 28' 32" WEST ALONG SAID NORTH LINE, 1826.22 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL TWO

THAT PART OF THE SOUTH 1/2 OF SECTION 19 AND THE NORTH 1/2 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF STATE ROUTE 34 AND THE EAST LINE OF SAID SECTION 30; THENCE WESTERLY ALONG THE CENTER LINE OF SAID ROUTE 34, 2370.99 FEET FOR THE POINT OF BEGINNING; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 231 FEET; THENCE WESTERLY PARALLEL TO THE CENTER LINE OF STATE ROUTE 34, 565.71 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 231 FEET TO THE CENTER LINE OF SAID ROUTE 34; THENCE EASTERLY ALONG THE CENTER LINE OF SAID ROUTE 34, 565.71 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF OUTLOT 1 OF FOX HILL UNIT ONE PLANNED UNIT DEVELOPMENT, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, RECORDED IN CABINET 3, SLOTS 508 A&B AND 509 A&B AS DOCUMENTED NO. 9410594 IN THE RECORDER'S OFFICE OF KENDALL COUNTY; THENCE NORTH 06 DEGREES 22 MINUTES 18 SECONDS EAST, ON A BEARING REFERENCED TO AN ASSUMED NORTH, 15.240 METERS (50.00 FEET) TO THE CENTERLINE OF F.A. 591 AND THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 37 MINUTES 42 SECONDS WEST 93.518 METERS (306.82 FEET) ON SAID CENTERLINE; THENCE WESTERLY 213.414 METERS (700.18 FEET) ALONG AN 11,642.530 METERS (38,197.20) RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 84 DEGREES 09 MINUTES 12 SECONDS WEST 213.411 METERS (700.17 FEET); THENCE NORTH 02 DEGREE 08 MINUTES 42 SECONDS EAST 15.263 METERS (50.08 FEET); THENCE EASTERLY 208.048 METERS (682.57 FEET) ALONG AN 11,657.770 METER (38,247.20 FOOT) RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 84 DEGREES 10 MINUTES 17 SECONDS EAST 208.046 METERS (682.56 FEET); THENCE NORTH 85 DEGREES 35 MINUTES 28 SECONDS EAST 25.458 METERS (83.52 FEET); THENCE SOUTH 83 DEGREES 37 MINUTES 42 SECONDS EAST 50.000 METERS (164.04 FEET); THENCE SOUTH 72 DEGREES 50 MINUTES 54 SECONDS EAST 25.449 (83.49 FEET); THENCE SOUTH 83 DEGREES 37 MINUTES 42 SECONDS EAST 2.433 METERS (7.98 FEET); THENCE SOUTH 00 DEGREES 39 MINUTES 02 SECONDS EAST 15.355 METERS (50.38 FEET) TO SAID CENTERLINE; THENCE NORTH 83 DEGREES 37 MINUTES 42 SECONDS WEST 4.311 METERS (14.14 FEET) ALONG SAID CENTERLINE TO THE POINT OF BEGINNING, CONTAINING 0.5095 HECTARE (1.259 ACRES), MORE OR LESS, OF WHICH 0.4738 HECTARE (1.171 ACRES), MORE OR LESS, ARE IN THE EXISTING RIGHT OF WAY, SITUATED IN THE COUNTY OF KENDALL AND STATE OF ILLINOIS.

THE ABOVE PARCEL BEING SHOWN ON SHEET 2 OF THE RIGHT OF WAY PLANS FOR F.A. 591 (U.S. ROUTE 34), SECTION 13BR, RECORDED AS DOCUMENT NUMBER 9702750, FLAT FILE, 5-55 IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS.

ALSO, EXCEPT THAT PART CONVEYED THE UNITED CITY OF YORKVILLE IN DEED RECORDED AS DOCUMENT NO. 201400012767 TO WIT:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID SECTION 30, THENCE SOUTH 01 DEGREES 14 MINUTES 12 SECONDS EAST, 304.62 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 01 DEGREES 14 MINUTES 12 SECONDS EAST, 74.37 FEET ALONG SAID EAST LINE OF THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 34; THENCE CONTINUING SOUTH 01 DEGREES 14 MINUTES 12 SECONDS EAST, 50.25 FEET ALONG SAID EAST LINE TO THE CENTERLINE OF U.S. ROUTE 34; THENCE NORTH 85 DEGREES 32 MINUTES 10 SECONDS WEST, 1879.99 FEET ALONG SAID CENTERLINE, THENCE NORTH 04 DEGREES 27 MINUTES 50 SECONDS EAST, 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 34; THENCE NORTH 76 DEGREES 01 MINUTE 45 SECONDS EAST, 79.06 FEET TO A POINT 25.00 FEET NORTHERLY OF SAID NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 34; THENCE SOUTH 85 DEGREES 32 MINUTES 10 SECONDS EAST, 1748.26 FEET PARALLEL WITH AND 25.00 FEET NORTH OF SAID NORTHERLY RIGHT OF WAY LINE, THENCE NORTH 46 DEGREES 36 MINUTES 49 SECONDS EAST 66.09 FEET TO POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PERMANENT TAX NUMBERS: 02-19-300-019; 02-19-400-009, 02-19-400-010; and 02-30-200-023

# Exhibit B

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<b>Document:</b>	<b>Application for Annexation &amp; Rezoning</b>
<b>Petitioner Name:</b>	<b>Drew Daniels</b>
<b>Company Name:</b>	<b>Daniels Malinski Yorkville Family, LLLP</b>
<b>Property Address:</b>	<b>11433 US Route 34 – Kendall County, Illinois</b>
<b>Exhibit B:</b>	<b>500' Notifications</b>
<b>PINs:</b>	<b>02-19-300-019</b>
	<b>02-19-400-009</b>
	<b>02-19-400-010</b>
	<b>02-30-200-023</b>

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PAUL R DRESDEN  
9404 W CORSAIR  
FRANKFORT IL 60423

CMP PROPERTIES DEVELOPMENT  
202 RUGLEY RD  
WESTERN SPRINGS IL 60558

SHAWN M MARTINEZ  
1701 COTTONWOOD CT  
YORKVILLE IL 60560

DREW DANIELS LASALLE NATIONAL BANL  
405 E SHERIDAN RD  
LAKE BLUFF IL 60044

111 MAPLE STREET LLC  
1307 SCHIFERL RD  
BARTLETT IL 60103

JOSE NIVIA HERNANDEZ  
1609 COTTONWOOD TRL  
YORKVILLE IL 60560

KELAKA LLC  
181 S LINCOLNWAY  
NORTH AURORA IL 60542

FOX HILL PUD ASSOCIATION INC  
11326 WEXFORD DR  
MOKENA IL 60448

ROGELIO MARGARITA CARRILLO  
1605 COTTONWOOD TR  
YORKVILLE IL 60560

KELAKA LLC  
181 S LINCOLNWAY  
NORTH AURORA IL 60542

DONALD CAMPBELL  
1617 COTTONWOOD TRL  
YORKVILLE IL 60560

ALEXANDRA CRONIN  
1619 COTTONWOOD TR  
YORKVILLE IL 60560

THOMAS W JOSLIN  
1611 COTTONWOOD TRL  
YORKVILLE IL 60560

ROBERT HEATHER L SALDANA  
1613 COTTONWOOD TRL  
YORKVILLE IL 60560

DREW DANIELS LASALLE NATIONAL BANK  
405 E SHERIDAN RD  
LAKE BLUFF IL 60044

FOX HILL PUD ASSOCIATION INC  
11326 WEXFORD DR  
MOKENA IL 60448

DONALD J RICHARD A BRUMMEL  
12340 FAXON RD  
PLANO IL 60545

JERIMY J STEPHANIE M WEATHERLY  
1703 COTTONWOOD CT  
YORKVILLE IL 60560

JESUS ANITA DIAZ  
1615 COTTONWOOD TRL  
YORKVILLE IL 60560

MATTHEW T RACHEL M MILLER  
1607 COTTONWOOD TR  
YORKVILLE IL 60560

PENN KYLE PENN LAWRENCE R  
7249 WHITFIELD RD  
NEWARK IL 60540

BRIAN L SHERRY K HANEY  
1610 COTTONWOOD TRL  
YORKVILLE IL 60560

LETITIA N WASHINGTON  
1616 COTTONWOOD TR  
YORKVILLE IL 60560

PAUL R DRESDEN  
9404 W CORSAIR  
FRANKFORT IL 60423

JAGRUTI K LLC  
14536 GENERAL DR  
PLAINFIELD IL 60544

ABBY PROPERTIES LLC  
1951 RENA LN  
YORKVILLE IL 60560

BRIAN ANTHONY BAILEY ROSE CARRABOTTA  
1131 BLACKBERRY SHORE LN  
YORKVILLE IL 60560

JOHN L RENEE E BRANDT  
1606 COTTONWOOD TR  
YORKVILLE IL 60560

ROBERT HEATHER L SALDANA  
1613 COTTONWOOD TRL  
YORKVILLE IL 60560

DREW DANIELS LASALLE NATIONAL BANL  
405 E SHERIDAN RD  
LAKE BLUFF IL 60044

c/o MID-AMERICA KENDALL HOLDINGS I LLC  
ONE PARKVIEW PLAZA 9TH FLR  
OAKBROOK TERRACE IL 60181

c/o MID-AMERICA KENDALL HOLDINGS I LLC  
ONE PARKVIEW PLAZA 9TH FLR  
OAKBROOK TERRACE IL 60181

KELAKA LLC  
181 S LINCOLNWAY  
NORTH AURORA IL 60542

JONATHAN M KAREN D STALLER  
1151 BLACKBERRY SHORE LN  
YORKVILLE IL 60560

c/o MID-AMERICA KENDALL HOLDINGS I LLC  
ONE PARKVIEW PLAZA 9TH FLR  
OAKBROOK TERRACE IL 60181

DAN KRAMER OAKS AT FOX HILL TOWNHOME ASSOC INC  
1107A S BRIDGE ST  
YORKVILLE IL 60560

ABBY PROPERTIES LLC  
1951 RENA LN  
YORKVILLE IL 60560

BRADY ELIZABETH VOLINSKY BRIAN  
24210 CEDAR CREEK LN  
PLAINFIELD IL 60586

DONALD S MARY A MAHER BARTALONE  
1171 BLACKBERRY SHORE LN  
YORKVILLE IL 60560

ABBY PROPERTIES LLC  
1951 RENA LN  
YORKVILLE IL 60560

DAVID J VOS  
1513 STONERIDGE CIR  
YORKVILLE IL 60560

ABBY PROPERTIES LLC  
1951 RENA LN  
YORKVILLE IL 60560

ALEXANDRA CRONIN  
1619 COTTONWOOD TR  
YORKVILLE IL 60560

ABBY PROPERTIES LLC  
1951 RENA LN  
YORKVILLE IL 60560

HEATHER HOLMES  
1520 COTTONWOOD TR  
YORKVILLE IL 60560

CLAUDIO MARIA G ALVAREZ  
1510 STONERIDGE CIR  
YORKVILLE IL 60560

LORRAINE M MAY  
1540 COTTONWOOD TRL  
YORKVILLE IL 60560

DAN KRAMER OAKS AT FOX HILL TOWNHOME ASSOC INC  
1107A S BRIDGE ST  
YORKVILLE IL 60560

KRISTINE L SMITH  
1512 STONEBRIDGE CIR  
YORKVILLE IL 60560

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OAKBROOK TERRACE IL 60181

AMY STAIE  
1523 STONERIDGE CT  
YORKVILLE IL 60560

ASHLEY BARILLA  
1521 COTTONWOOD TRL  
YORKVILLE IL 60560

JOSEPH A MELISSA L KAIN  
1531 COTTONWOOD TRL  
YORKVILLE IL 60560

c/o MID-AMERICA KENDALL HOLDINGS I LLC  
ONE PARKVIEW PLAZA 9TH FLR  
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ABBY PROPERTIES LLC  
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YORKVILLE IL 60560

TARGET CORPORATION  
%PROPERTY TAX DEPT T-2378  
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MINNEAPOLIS MN 554409456

ANNA WHITE  
1506 STONERIDGE CIR W  
YORKVILLE IL 60560

WARREN E EATON  
1523 COTTONWOOD TR  
YORKVILLE IL 60560

ABBY PROPERTIES LLC  
1951 RENA LN  
YORKVILLE IL 60560

c/o MID-AMERICA KENDALL HOLDINGS I LLC  
ONE PARKVIEW PLAZA 9TH FLR  
OAKBROOK TERRACE IL 60181

MATTHEW T RACHEL M MILLER  
1607 COTTONWOOD TR  
YORKVILLE IL 60560

FOX HILL PUD ASSOCIATION INC  
11326 WEXFORD DR  
MOKENA IL 60448

GREENWOOD GLOBAL INC KENDALL HOLDINGS I LLC  
707 SKOKIE BLVD STE 600  
NORTHBROOK IL 60062

ABBY PROPERTIES LLC  
1951 RENA LN  
YORKVILLE IL 60560

SARAH M GORGES FIRST BANK OF MANHATTAN  
12888 MACKENZIE DR  
YORKVILLE IL 60560

FOX HILL PUD ASSOCIATION INC  
11326 WEXFORD DR  
MOKENA IL 60448

DREW DANIELS LASALLE NATIONAL BANK  
405 E SHERIDAN RD  
LAKE BLUFF IL 60044

JASON E MARCINIAK  
1514 STONERIDGE CIR  
YORKVILLE IL 60560

OTIS BETTE P PAYNE  
1524 COTTONWOOD TRL  
YORKVILLE IL 60560

NANCY L MONDEK TRUST  
1141 BLACKBERRY SHORE LN  
YORKVILLE IL 60560

COPLEY VENTURES INC  
2000 OGDEN AVE  
AURORA IL 60504

KELI NIKKEL  
1501 STONERIDGE CIR  
YORKVILLE IL 60560

BRIAN L SHERRY K HANEY  
1610 COTTONWOOD TRL  
YORKVILLE IL 60560

ANDREW J VICTORIA L WEGRZYN  
1548 COTTONWOOD TRL  
YORKVILLE IL 60560

JERIMY J STEPHANIE M WEATHERLY  
1703 COTTONWOOD CT  
YORKVILLE IL 60560

STEVEN L BRENDA S HUEY  
1519 COTTONWOOD TRL  
YORKVILLE IL 60560

PROPERTY TAX DEPT YORKVILLE-HARPER LLC ETAL  
P O BOX 3666  
OAK BROOK IL 60523

MARK GOC  
1522 COTTONWOOD TR  
YORKVILLE IL 60560

DEBORAH L SPARTO  
1529 COTTONWOOD TRL  
YORKVILLE IL 60560

ANTOINETTE M HASTINGS  
1503 STONERIDGE CIR  
YORKVILLE IL 60560

DIANA A MONARREZ BUENO  
1528 COTTONWOOD TR  
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c/o MID-AMERICA KENDALL HOLDINGS I LLC  
ONE PARKVIEW PLAZA 9TH FLR  
OAKBROOK TERRACE IL 60181

REBECCA C FALTZ  
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AMANDA R THURMAN  
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JAMES M FIORITO  
1502 STONERIDGE CIR  
YORKVILLE IL 60560

JENNIFER L JONATHON D KLOTZ  
1161 BLACKBERRY SHORE LN  
YORKVILLE IL 60560

DAVID DEBRA E MCMASTER  
1603 COTTONWOOD TRL  
YORKVILLE IL 60560

MILES ANDREW K RHODES BRAILYN C  
1536 COTTONWOOD TR  
YORKVILLE IL 60560

FOX HILL SENIOR LIVING YORKVILLE LLC  
230 OHIO ST STE 200  
OSHKOSH WI 54902

DONALD CAMPBELL  
1617 COTTONWOOD TRL  
YORKVILLE IL 60560

KAREN S MUELLER  
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YORKVILLE IL 60560

ELIZABETH MENKE  
583 COACH RD  
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MARY BONNER  
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DANIEL R LORI L MELHOUSE  
1526 COTTONWOOD TRL  
YORKVILLE IL 60560

c/o MID-AMERICA KENDALL HOLDINGS I LLC  
ONE PARKVIEW PLAZA 9TH FLR  
OAKBROOK TERRACE IL 60181

THOMAS W JOSLIN  
1611 COTTONWOOD TRL  
YORKVILLE IL 60560

HECTOR L COTTS  
1518 COTTONWOOD TRL  
YORKVILLE IL 60560

LATANYA GILBERT  
1516 STONERIDGE CIR  
YORKVILLE IL 60560

JOEL ARTEAGA  
1544 COTTONWOOD TR  
YORKVILLE IL 60560

KENNETH E MARY F CRISER  
1121 BLACKBERRY SHORE LN  
YORKVILLE IL 60560

NANCY E TRAINOR  
1539 COTTONWOOD TR  
YORKVILLE IL 60560

COPLEY VENTURES INC  
ATTN CONTROLLER  
2000 OGDEN AVE  
AURORA IL 60504

THOMAS STEPHANIE WAGNER  
1547 COTTONWOOD TRL  
YORKVILLE IL 60560

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ONE PARKVIEW PLAZA 9TH FLR  
OAKBROOK TERRACE IL 60181

PITTMAN JOSEPH W BROOKS BENJAMIN D  
1527 COTTONWOOD TRL  
YORKVILLE IL 60560

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TARGET CORPORATION  
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MINNEAPOLIS MN 554409456

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JESUS ANITA DIAZ  
1615 COTTONWOOD TRL  
YORKVILLE IL 60560

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OAKBROOK TERRACE IL 60181

GREENWOOD GLOBAL INC KENDALL HOLDINGS I LLC  
707 SKOKIE BLVD STE 600  
NORTHBROOK IL 60062

TIFFANIE SHIPP  
1534 COTTONWOOD TR  
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TRACY PHILLIPS  
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YORKVILLE IL 60560

JENNIFER RICE  
1511 STONERIDGE CIR  
YORKVILLE IL 60560

ABBY PROPERTIES LLC  
1951 RENA LN  
YORKVILLE IL 60560

RYAN JANA PALUMBO  
1508 STONERIDGE CIR  
YORKVILLE IL 60560

ABBY PROPERTIES LLC  
1951 RENA LN  
YORKVILLE IL 60560

ABBY PROPERTIES LLC  
1951 RENA LN  
YORKVILLE IL 60560

GUY KIM LOMBARDO  
1604 COTTONWOOD TRL  
YORKVILLE IL 60560

ASPASIA S BEZOS  
1517 STONERIDGE CT  
YORKVILLE IL 60560

DANIEL C WALLER JR  
1602 COTTONWOOD TRL  
YORKVILLE IL 60560

AH4R I IL LLC  
ATTN PROPERTY TAX DEPARTMENT  
23975 PARK SORRENTO SUITE 300  
CALABASAS CA 91302

CHICAGO TITLE LAND  
405 E SHERIDAN RD  
LAKE BLUFF IL 60044

ABBY PROPERTIES LLC  
1951 RENA LN  
YORKVILLE IL 60560

JOSHUA A TORRES  
1538 COTTONWOOD TRL  
YORKVILLE IL 60560

ABBY PROPERTIES LLC  
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YORKVILLE IL 60560

TAMMY J MERRILL  
1504 STONERIDGE CIR  
YORKVILLE IL 60560

PENN KYLE PENN LAWRENCE R  
7249 WHITFIELD RD  
NEWARK IL 60540

JAY A NICHOLSON  
1541 COTTONWOOD TR  
YORKVILLE IL 60560

ABBY PROPERTIES LLC  
1951 RENA LN  
YORKVILLE IL 60560

RENA RAMSEY  
1507 STONERIDGE CIR  
YORKVILLE IL 60560

LETITIA N WASHINGTON  
1616 COTTONWOOD TR  
YORKVILLE IL 60560

ROGELIO MARGARITA CARRILLO  
1605 COTTONWOOD TR  
YORKVILLE IL 60560

SHAWN M MARTINEZ  
1701 COTTONWOOD CT  
YORKVILLE IL 60560

DIANE S HANSON  
1515 STONERIDGE CT  
YORKVILLE IL 60560

JOSE NIVIA HERNANDEZ  
1609 COTTONWOOD TRL  
YORKVILLE IL 60560

TAWNEY BECKER DEC OF TR  
1545 COTTONWOOD TRL  
YORKVILLE IL 60560

DREW DANIELS LASALLE NATIONAL BANL  
405 E SHERIDAN RD  
LAKE BLUFF IL 60044

DAVID J VOS  
1513 STONERIDGE CIR  
YORKVILLE IL 60560

STEVEN L BRENDA S HUEY  
1519 COTTONWOOD TRL  
YORKVILLE IL 60560

DAN KRAMER OAKS AT FOX HILL TOWNHOME ASSOC INC  
1107A S BRIDGE ST  
YORKVILLE IL 60560

LORRAINE M MAY  
1540 COTTONWOOD TRL  
YORKVILLE IL 60560

DEBORAH L SPARTO  
1529 COTTONWOOD TRL  
YORKVILLE IL 60560

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1520 COTTONWOOD TR  
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YORKVILLE IL 60560

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CLAUDIO MARIA G ALVAREZ  
1510 STONERIDGE CIR  
YORKVILLE IL 60560

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1521 STONERIDGE CT  
YORKVILLE IL 60560

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1512 STONEBRIDGE CIR  
YORKVILLE IL 60560

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YORKVILLE IL 60560

AMANDA R THURMAN  
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YORKVILLE IL 60560

ASHLEY BARILLA  
1521 COTTONWOOD TRL  
YORKVILLE IL 60560

WARREN E EATON  
1523 COTTONWOOD TR  
YORKVILLE IL 60560

DAVID DEBRA E MCMASTER  
1603 COTTONWOOD TRL  
YORKVILLE IL 60560

BRADY ELIZABETH VOLINSKY BRIAN  
24210 CEDAR CREEK LN  
PLAINFIELD IL 60586

DREW DANIELS LASALLE NATIONAL BANK  
405 E SHERIDAN RD  
LAKE BLUFF IL 60044

MARY BONNER  
1519 STONERIDGE CT  
YORKVILLE IL 60560



JOEL ARTEAGA  
1544 COTTONWOOD TR  
YORKVILLE IL 60560

ELIZABETH MENKE  
583 COACH RD  
YORKVILLE IL 60560

CHICAGO TITLE LAND  
405 E SHERIDAN RD  
LAKE BLUFF IL 60044

PITTMAN JOSEPH W BROOKS BENJAMIN D  
1527 COTTONWOOD TRL  
YORKVILLE IL 60560

LATANYA GILBERT  
1516 STONERIDGE CIR  
YORKVILLE IL 60560

JAY A NICHOLSON  
1541 COTTONWOOD TR  
YORKVILLE IL 60560

JAMES M FIORITO  
1502 STONERIDGE CIR  
YORKVILLE IL 60560

NANCY E TRAINOR  
1539 COTTONWOOD TR  
YORKVILLE IL 60560

RENA RAMSEY  
1507 STONERIDGE CIR  
YORKVILLE IL 60560

MILES ANDREW K RHODES BRILYN C  
1536 COTTONWOOD TR  
YORKVILLE IL 60560

TIFFANIE SHIPP  
1534 COTTONWOOD TR  
YORKVILLE IL 60560

ROGELIO MARGARITA CARRILLO  
1605 COTTONWOOD TR  
YORKVILLE IL 60560

KAREN S MUELLER  
1532 COTTONWOOD TRL  
YORKVILLE IL 60560

TRACY PHILLIPS  
1515 STONERIDGE CIR  
YORKVILLE IL 60560

DIANE S HANSON  
1515 STONERIDGE CT  
YORKVILLE IL 60560

DANIEL R LORI L MELHOUSE  
1526 COTTONWOOD TRL  
YORKVILLE IL 60560

RYAN JANA PALUMBO  
1508 STONERIDGE CIR  
YORKVILLE IL 60560

TAWNEY BECKER DEC OF TR  
1545 COTTONWOOD TRL  
YORKVILLE IL 60560

HECTOR L COTTS  
1518 COTTONWOOD TRL  
YORKVILLE IL 60560

JESSY J JEAN  
1510 COTTONWOOD TR  
YORKVILLE IL 60560

MIREYA J GRANADOS  
1512 COTTONWOOD TR  
YORKVILLE IL 60560

THOMAS STEPHANIE WAGNER  
1547 COTTONWOOD TRL  
YORKVILLE IL 60560

JOSHUA A TORRES  
1538 COTTONWOOD TRL  
YORKVILLE IL 60560

TAMMY J MERRILL  
1504 STONERIDGE CIR  
YORKVILLE IL 60560

FOX HILL SENIOR LIVING YORKVILLE LLC  
230 OHIO ST STE 200  
OSHKOSH WI 54902

JENNIFER RICE  
1511 STONERIDGE CIR  
YORKVILLE IL 60560

UNITED CITY OF YORKVILLE  
651 PRAIRIE POINTE DR  
YORKVILLE IL 60560

ASPASIA S BEZOS  
1517 STONERIDGE CT  
YORKVILLE IL 60560



COPLEY VENTURES INC  
ATTN CONTROLLER  
2000 OGDEN AVE  
AURORA IL 60504

SARAH M GORGES FIRST BANK OF MANHATTAN  
12888 MACKENZIE DR  
YORKVILLE IL 60560

DAVID J VOS  
1513 STONERIDGE CIR  
YORKVILLE IL 60560

c/o MID-AMERICA KENDALL HOLDINGS I LLC  
ONE PARKVIEW PLAZA 9TH FLR  
OAKBROOK TERRACE IL 60181

RENA RAMSEY  
1507 STONERIDGE CIR  
YORKVILLE IL 60560

KELI NIKKEL  
1501 STONERIDGE CIR  
YORKVILLE IL 60560

c/o MID-AMERICA KENDALL HOLDINGS I LLC  
ONE PARKVIEW PLAZA 9TH FLR  
OAKBROOK TERRACE IL 60181

JASON E MARCINIAK  
1514 STONERIDGE CIR  
YORKVILLE IL 60560

COUNTY OF KENDALL  
GVMNT CAMPUS US 34  
111 W FOX ST  
YORKVILLE IL 60560

TARGET CORPORATION  
%PROPERTY TAX DEPT T-2378  
PO BOX 9456  
MINNEAPOLIS MN 554409456

KRISTINE L SMITH  
1512 STONEBRIDGE CIR  
YORKVILLE IL 60560

TARGET CORPORATION  
%PROPERTY TAX DEPT T-2378  
PO BOX 9456  
MINNEAPOLIS MN 554409456

DREW DANIELS LASALLE NATIONAL BANK  
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LAKE BLUFF IL 60044

CLAUDIO MARIA G ALVAREZ  
1510 STONERIDGE CIR  
YORKVILLE IL 60560

UNITED CITY OF YORKVILLE  
651 PRAIRIE POINTE DR  
YORKVILLE IL 60560

JAGRUTI K LLC  
14536 GENERAL DR  
PLAINFIELD IL 60544

RYAN JANA PALUMBO  
1508 STONERIDGE CIR  
YORKVILLE IL 60560

GREENWOOD GLOBAL INC KENDALL HOLDINGS I LLC  
707 SKOKIE BLVD STE 600  
NORTHBROOK IL 60062

PROPERTY TAX DEPT YORKVILLE-HARPER LLC ETAL  
P O BOX 3666  
OAK BROOK IL 60523

ANNA WHITE  
1506 STONERIDGE CIR W  
YORKVILLE IL 60560

DREW DANIELS LASALLE NATIONAL BANL  
405 E SHERIDAN RD  
LAKE BLUFF IL 60044

JENNIFER RICE  
1511 STONERIDGE CIR  
YORKVILLE IL 60560

TAMMY J MERRILL  
1504 STONERIDGE CIR  
YORKVILLE IL 60560

COPLEY VENTURES INC  
2000 OGDEN AVE  
AURORA IL 60504

ANTOINETTE M HASTINGS  
1503 STONERIDGE CIR  
YORKVILLE IL 60560

JAMES M FIORITO  
1502 STONERIDGE CIR  
YORKVILLE IL 60560

DAN KRAMER OAKS AT FOX HILL TOWNHOME ASSOC INC  
1107A S BRIDGE ST  
YORKVILLE IL 60560

AMANDA R THURMAN  
1505 STONERIDGE CIR  
YORKVILLE IL 60560

TRACY PHILLIPS  
1515 STONERIDGE CIR  
YORKVILLE IL 60560

FOX HILL SENIOR LIVING YORKVILLE LLC  
230 OHIO ST STE 200  
OSHKOSH WI 54902

SYCAMORE HOLDINGS GROUP LLC  
1448-58 SYCAMORE RD JOHN ST  
YORKVILLE IL 60560

JAMES J BETH A WARD  
1458 SYCAMORE RD STE A  
YORKVILLE IL 60560

SYCAMORE HOLDINGS GROUP LLC  
1448-58 SYCAMORE RD JOHN ST  
YORKVILLE IL 60560

CHICAGO TITLE LAND  
405 E SHERIDAN RD  
LAKE BLUFF IL 60044

**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: 7715985

Purchase Order: PZC 2024-26 DMYF (Rezone)

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 10/25/2024, and the last publication of the notice was made in the newspaper dated and published on 10/25/2024.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

PUBLICATION DATES: **Oct 25, 2024.**

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The Beacon-News

In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

26th Day of October, 2024, by

**Chicago Tribune Media Group**



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Jeremy Gates

**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING  
BEFORE  
UNITED CITY OF YORKVILLE  
PLANNING AND ZONING COMMISSION  
PZC 2024-26**

**NOTICE IS HEREBY GIVEN THAT** Drew Daniels, on behalf of Daniels Malinski Yorkville Family, LLLP, petitioner/owner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification. The real property consists of four (4) parcels totaling approximately 268.30 acres and is generally located at the northwest corner of West Veterans Parkway (US 34) and Beecher Road. The petitioner is requesting rezoning approval from R-1 Single-Family Suburban Residential District to M-2 General Manufacturing District (contingent on approval of annexation by the City Council).

The legal description of the tract of property is as follows:

**PARCEL ONE**

THAT PART OF THE SOUTH 1/2 OF SECTION 19 AND THE NORTH 1/2 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 19; THENCE SOUTH 00° 48' 07" EAST ALONG THE QUARTER LINE 257.40 FEET; THENCE NORTH 83° 55' 03" WEST 1944.30 FEET TO A POINT WHICH IS 1930.58 FEET SOUTH 88° 28' 32" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 88° 28' 32" WEST ALONG SAID NORTH LINE 204.60 FEET; THENCE SOUTH 02° 08' 40" WEST 2489.33 FEET TO THE PRESENT CENTER LINE OF U. S. HIGHWAY NO. 34; THENCE EASTERLY ALONG SAID CENTER LINE 2001.79 FEET TO A POINT ON SAID CENTER LINE WHICH IS NORTH 84° 54' 42" WEST FROM THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30 (AS MEASURED ALONG THE CENTER LINE OF SAID U. S. HIGHWAY NO. 34); THENCE NORTH 05° 05' 18" EAST AT RIGHT ANGLES TO SAID CENTER LINE 231.00 FEET; THENCE SOUTH 84° 54' 42" EAST PARALLEL WITH SAID CENTER LINE 565.71 FEET; THENCE SOUTH 05° 05' 18" WEST AT RIGHT ANGLES TO SAID CENTER LINE 231.00 FEET TO SAID CENTER LINE; THENCE SOUTH 84° 54' 42" EAST ALONG SAID CENTER LINE 2370.99 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 00° 39' 04" WEST ALONG SAID EAST LINE 429.15 FEET TO THE NORTHEAST CORNER OF SAID SECTION 30; THENCE NORTH 00° 39' 04" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, 301.20 FEET; THENCE SOUTH 89° 20' 56" WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 227.23 FEET; THENCE NORTH 15° 08' 07" WEST 2403.75 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19 WHICH IS 1826.22 FEET NORTH 88° 28' 32" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 88° 28' 32" WEST ALONG SAID NORTH LINE, 1826.22 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

**PARCEL TWO**

THAT PART OF THE SOUTH 1/2 OF SECTION 19 AND THE NORTH 1/2 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF STATE ROUTE 34 AND THE EAST LINE OF SAID SECTION 30; THENCE WESTERLY ALONG THE CENTER LINE OF SAID ROUTE 34, 2370.99 FEET FOR THE POINT OF BEGINNING; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 231 FEET; THENCE WESTERLY PARALLEL TO THE CENTER LINE OF STATE ROUTE 34, 565.71 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 231 FEET TO THE CENTER LINE OF SAID ROUTE 34; THENCE EASTERLY ALONG THE CENTER LINE OF SAID ROUTE 34, 565.71 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF OUTLOT 1 OF FOX HILL UNIT ONE PLANNED UNIT DEVELOPMENT, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, RECORDED IN CABINET 3, SLOTS 508 A&B AND 509 A&B AS DOCUMENTED NO. 9410594 IN THE RECORDER'S OFFICE OF KENDALL COUNTY; THENCE NORTH 06 DEGREES 22 MINUTES 18 SECONDS EAST, ON A BEARING REFERENCED TO AN ASSUMED NORTH, 15.240 METERS (50.00 FEET) TO THE CENTERLINE OF F.A. 591 AND THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 37 MINUTES 42 SECONDS WEST 93.518 METERS (306.82 FEET) ON SAID CENTERLINE; THENCE WESTERLY 213.414 METERS (700.18 FEET) ALONG AN 11,642.530 METERS (38,197.20) RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 84 DEGREES 09 MINUTES 12 SECONDS WEST 213.411 METERS (700.17 FEET); THENCE NORTH 02 DEGREE 08 MINUTES 42 SECONDS EAST 15.263 METERS (50.08 FEET); THENCE EASTERLY 208.048 METERS (682.57 FEET) ALONG AN 11,657.770 METER (38,247.20 FOOT) RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 84 DEGREES 10 MINUTES 17 SECONDS EAST 208.046 METERS (682.56 FEET); THENCE NORTH 85 DEGREES 35 MINUTES 28 SECONDS EAST 25.458 METERS (83.52 FEET); THENCE SOUTH 83 DEGREES 37



MINUTES 42 SECONDS EAST 50.000 METERS (164.04 FEET); THENCE SOUTH 72 DEGREES 50 MINUTES 54 SECONDS EAST 25.449 (83.49 FEET); THENCE SOUTH 83 DEGREES 37 MINUTES 42 SECONDS EAST 2.433 METERS (7.98 FEET); THENCE SOUTH 00 DEGREES 39 MINUTES 02 SECONDS EAST 15.355 METERS (50.38 FEET) TO SAID CENTERLINE; THENCE NORTH 83 DEGREES 37 MINUTES 42 SECONDS WEST 4.311 METERS (14.14 FEET) ALONG SAID CENTERLINE TO THE POINT OF BEGINNING, CONTAINING 0.5095 HECTARE (1.259 ACRES), MORE OR LESS, OF WHICH 0.4738 HECTARE (1.171 ACRES), MORE OR LESS, ARE IN THE EXISTING RIGHT OF WAY, SITUATED IN THE COUNTY OF KENDALL AND STATE OF ILLINOIS.

THE ABOVE PARCEL BEING SHOWN ON SHEET 2 OF THE RIGHT OF WAY PLANS FOR F.A. 591 (U.S. ROUTE 34), SECTION 13BR, RECORDED AS DOCUMENT NUMBER 9702750, FLAT FILE, 5-55 IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS.

ALSO, EXCEPT THAT PART CONVEYED TO THE UNITED CITY OF YORKVILLE IN DEED RECORDED AS DOCUMENT NO. 201400012767 TO WIT:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID SECTION 30, THENCE SOUTH 01 DEGREES 14 MINUTES 12 SECONDS EAST, 304.62 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 01 DEGREES 14 MINUTES 12 SECONDS EAST, 74.37 FEET ALONG SAID EAST LINE OF THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 34; THENCE CONTINUING SOUTH 01 DEGREES 14 MINUTES 12 SECONDS EAST, 50.25 FEET ALONG SAID EAST LINE TO THE CENTERLINE OF U.S. ROUTE 34; THENCE NORTH 85 DEGREES 32 MINUTES 10 SECONDS WEST, 1879.99 FEET ALONG SAID CENTERLINE, THENCE NORTH 04 DEGREES 27 MINUTES 50 SECONDS EAST, 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 34; THENCE NORTH 76 DEGREES 01 MINUTE 45 SECONDS EAST, 79.06 FEET TO A POINT 25.00 FEET NORTHERLY OF SAID NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 34; THENCE SOUTH 85 DEGREES 32 MINUTES 10 SECONDS EAST, 1748.26 FEET PARALLEL WITH AND 25.00 FEET NORTH OF SAID NORTHERLY RIGHT OF WAY LINE, THENCE NORTH 46 DEGREES 36 MINUTES 49 SECONDS EAST 66.09 FEET TO POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS. PERMANENT TAX NUMBERS: 02-19-300-019; 02-19-400-009, 02-19-400-010; AND 02-30-200-023

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, November 13, 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. For more project information, please scan the QR code below.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

JORI BEHLAND  
City Clerk  
10/25/2024 7715985 HSPAXLP



# Memorandum

To: Plan Council  
From: Krysti Barksdale-Noble, Community Development Director  
Date: October 8, 2024  
Subject: **PZC 2024-26 Daniels Malinski Yorkville Family, LLLP (DMYF)**  
Proposed Annexation and Rezoning Request

I have reviewed the annexation and rezoning applications for the subject property located just north of US 34 (Veterans Parkway), west of Beecher Road and Kendall Marketplace, and approximately 850 feet east of Eldamain Road. The applications were submitted by Drew Daniels on behalf of Daniels Malinski Yorkville Family, LLP, the petitioner. The petitioner is seeking to annex four (4) parcels, totaling approximately 270 acres, and rezone them from the R-1 Single-Family Suburban Residence District, which would apply upon annexation, to the M-2 General Manufacturing District.

Based upon my review of the application documents and plans, I have compiled the following comments:

## **GENERAL ZONING/LAND USE COMMENTS:**

The subject property, approximately 270 acres in total, is currently unincorporated and zoned A-1 Agriculture in Kendall County. It consists of four parcels: the largest, roughly 200 acres, is irregularly shaped and adjacent to the Kendall Marketplace development; a 55-acre rectangular parcel is closest to Eldamain Road; and two smaller parcels, approximately 13 acres, are located just north of US 34. The property is currently used for farming, with a portion of Rob Roy Creek running through it. The two largest parcels are also part of the Rob Roy Drainage District.

1. **ZONING** – The subject property consists of four (4) parcels (#02-30-200-023, #02-19-400-010, #02-19-400-009, and #02-19-300-019). The following are the current immediate surrounding zoning and land uses:

Zoning		Land Use
North	M-2 General Manufacturing District	Farmland (Kelaka)
	A-1 Agricultural District (Kendall County)	Farmland
East	Planned Unit Development (B-3, R-3, R-2)	Kendall Marketplace (Commercial, Townhomes, Single-Family Residential)
South	US 34 (Veterans Parkway)	Transportation
	B-3 General Business District	Rush Copley Medical Center/Commercial
	R-3 Multi-Family Attached Residence District	Fox Hill Townhomes
West	R-2 Single-Family Traditional Residence	Fox Hill
	B-3 General Business District	Commercial
		Undeveloped/Agriculture (Cobblestone North)

- a. Per Section 10-3-4 of the Yorkville Unified Development Ordinance (UDO), any territory annexed to the city shall automatically be classified within the R-1 Single-Family Suburban Residential District. Therefore, the petitioner is seeking rezoning within the M-2 General Manufacturing District, however, a proposed future land use was not provided on the rezoning application.

- i. **Will the petitioner confirm that the intended future land use for the subject property is for a data center campus?**
2. **PERMITTED USES** – Per Section 10-3-6-F of the Yorkville Unified Development Ordinance (UDO), the M-2 general manufacturing district zoning designation is intended to provide for the location of manufacturing, industrial, and related uses that have greater off-site impacts than those in the M-1 limited manufacturing district. The district is intended to ensure the compatibility of the manufacturing and industrial uses with surrounding residential and commercial uses and to minimize off-site impacts such as noise, traffic, and visual qualities.
  - a. Further, per Table 10-3-12 (B) Permitted and Special Uses of the Unified Development Ordinance, under “Energy Industrial Uses” data centers are permitted land uses.
3. **M-2 BULK REGULATIONS** – Per the Table 10-3-9(A) Bulk and Dimensional Standards, the following are the current M-2 General Business District standards:

M-2 Zoning Regulations	
Min. Lot Area	N/A
Front Yard Setback	25 feet
Rear Yard Setback	N/A
Side Yard Setback	Min. 10% of lot width/Max. 20 feet
Corner Yard Setback	Min. 10% of lot width/Max. 20 feet
Max. Lot Coverage	85%
Max. Building Height	N/A

4. **COMPREHENSIVE PLAN** – The 2016 Comprehensive Plan Update designates this property as “Suburban Neighborhoods (SN)” which is designated primarily for single-family detached residential homes. However, the Comprehensive Plan also states, “while the land use map should guide future land use and development and zoning decisions, it is also meant to be adjusted and changed when circumstances warrant a change in planning direction in a given area of the City.”
  - a. **Due to the recent trend in rezoning and development in the area, the Kelaka property annexation and rezoning to M-2 and the Cyrus One data center development approval to the north of the subject property, staff supports the proposed M-2 General Manufacturing District zoning for a future data center campus development with conditions.**
  - b. **Upon approval of the annexation and rezoning, the Comprehensive Plan will require an amendment to reflect the new M-2 General Manufacturing zoning district. The subject property’s future land use designation will be revised from “Suburban Neighborhoods (SN)” to “General Industrial (GI)”.**



## ANNEXATION COMMENTS:

5. **ANNEXATION AGREEMENT** – Given the subject property's location along a major arterial roadway (US 34) and its proximity to the Kendall Marketplace development, which includes both commercial and residential land uses, staff recommends that the annexation agreement include a condition to consider restricting future manufacturing uses under the M-2 District if a data center campus is not developed on the site.

i. Should a data center user not develop on the parcel, staff would recommend only the following M-2 General Manufacturing land uses be permitted on the subject property per Table 10-3-12(B) of the Unified Development Ordinance:

1. Automobile sales and services (enclosed) – defined as “An establishment engaged in the sale of automobiles where all operations take place entirely within an enclosed showroom in a primary building.”
2. Bakery (wholesale) - defined as “a bakery in which there is permitted the production and/or wholesaling of baked goods, excluding retail bakery.”
3. Brewery/winery/distillery – defined as “an establishment primarily engaged in brewing fermented malt beverages including beer, ale, malt liquors, and nonalcoholic beer (brewery), manufacturing and bottling wine on the premises (winery), or manufacturing, by distillation, intoxicating spirits on the premises (distillery) but not including on-premises consumption by patrons.”
4. Building material sales – defined as “establishments or places of business primarily engaged in retail or wholesale sale, from the premises, of materials used in the construction of buildings or other structures.”
5. Microdistillery – defined as “a small-scale artisan manufacturing business that blends, ferments, processes, packages, distributes and serves alcoholic spirits on and off the premises and produces no more than fifteen thousand (15,000) gallons per calendar year on-site. The microdistillery facility may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the alcoholic beverages shall be consistent with state law.”
6. Microbrewery/Microwinery – defined as “a combination retail, wholesale, and/or small-scale artisan manufacturing business that brews, ferments, processes, packages, distributes, and serves either beer or wine for sale on- or off-site. A microbrewery shall produce no more than one-hundred fifty-five thousand (155,000) gallons of beer per year for sale on the premises for either on-premises or off-premises consumption. These facilities may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the beverages shall be consistent with state law.”
7. Nursery/greenhouse – defined as “retail business whose principal activity is the selling of plants and having outdoor storage, growing and/or display of plants.”

8. Research laboratories – defined as “a building or group of buildings in which are located facilities for scientific research, investigation, testing or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.”
  9. Recreational vehicle sales and services – defined as “an establishment engaged in the sale of recreational vehicles, including motorhomes and pickup campers, travel trailers, tent trailers, and similar vehicles that are designed and constructed for permit sleeping or housekeeping in an outdoor or a showroom enclosed in a primary building.”
  10. Storage, single-building climate controlled – defined as “a facility consisting of a single building where individual self-contained units are leased or rented to the general public for dead storage and where the individual storage units are accessed from the interior of the building.”
  11. Refrigerated Warehouse (Cold Storage)- defined as “a facility which is artificially or mechanically cooled in order to maintain the integrity and quality of perishable goods.”
- ii. The above identified limited permitted land uses shall be in effect for the term of the annexation agreement, twenty (20) years.
6. **PLAT OF ANNEXATION** – A plat of annexation shall be an exhibit to the annexing ordinance. The city engineer will prepare the exhibit.
  7. **COMMUNITY MEETING** – Per Section 10-8-13-B-1-a of the Unified Development Ordinance states a community meeting of area/neighborhood property owners explaining the proposed Annexation conducted by the petitioner at their own expense and at a location of their choosing may be required as a recommendation from the Plan Council prior to the Planning and Zoning Commission public hearing date.
    - a. Due to the proximity of existing residential land uses immediately to the east (Kendall Marketplace), west (CMP Properties) and south of US 34 (Fox Hill) staff recommends the petitioner conduct a community meeting regarding the proposed future land use of the subject property prior to the City Council and Planning and Zoning Commission public hearings.



October 15, 2024

Ms. Krysti Barksdale-Noble  
Community Development Director  
United City of Yorkville  
651 Prairie Pointe  
Yorkville, IL 60560

**Re: DMFY, LLLP  
Annexation and Rezoning Review  
United City of Yorkville**

Dear Krysti:

We have reviewed the application for annexation and rezoning for the above-referenced project dated September 12, 2024.

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering and land surveying 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:

1. Rob Roy Creek traverses the property and there is a floodplain and floodway that need to be taken into account during the ultimate land planning process. The best available data has been provided to the developer's engineer.
2. The City is planning an extension of Beecher Road from Faxon Road to the existing location with the Kendall Marketplace Development. This should be accounted for during the land planning process.
3. The connections to the sanitary sewer will generally come from the existing interceptor sewer located along the property's eastern edge. Additional study will be required to analyze the ability of the City to provide sewer service.
4. The connections to the water distribution system will require additional study. In addition, depending on the ultimate development additional water system infrastructure may be required.
5. Connections to US Route 34 will need to be coordinated with IDOT and the City during the land planning process.
6. Prior to construction, detailed final engineering plans will need to be submitted for review.

Ms. Krysti Barksdale-Noble  
October 15, 2024  
Page 2

If you have any questions or require additional information, please call our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in dark ink, appearing to read 'B. Sanderson', with a long horizontal line extending to the right.

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 Ratosh, Building Department (via email)  
Ms. Sara Mendez, City Planner (via email)  
Ms. Gina Nelson, Admin Assistant (via email)  
Building Department (via email) [Bzpermits@yorkville.il.us](mailto:Bzpermits@yorkville.il.us)  
Ms. Jori Behland, City Clerk (via email)  
Mr. Drew Daniels, Sexton Companies (via email)  
TNP, PGW2, EEI (Via e-mail)



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 2021-04

### Agenda Item Summary Memo

**Title:** City Buildings Updates

**Meeting and Date:** City Council – January 14, 2025

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

### Council Action Previously Taken:

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

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

**Type of Vote Required:** None

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

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

### Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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



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 #6

Tracking Number

CC 2021-38

### Agenda Item Summary Memo

**Title:** Water Study Update

**Meeting and Date:** City Council – January 14, 2025

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

### Council Action Previously Taken:

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

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

**Type of Vote Required:** None

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

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

### Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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