



United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA ECONOMIC DEVELOPMENT COMMITTEE MEETING

Tuesday, February 4, 2025

6:00 p.m.

East Conference Room #337

651 Prairie Pointe Drive, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: January 7, 2025

New Business:

1. EDC 2025-11 Building Permit Report for December 2024
2. EDC 2025-12 Building Inspection Report for December 2024
3. EDC 2025-13 Property Maintenance Report for December 2024
4. EDC 2025-14 Economic Development Report for January 2025
5. EDC 2025-15 Foreclosure Report Update 2024
6. EDC 2025-16 Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services Between the United City of Yorkville and Kendall County
7. EDC 2025-17 Daniels, Malinski Yorkville Family, LLLP (DMYF, LLLP) – Loftus – Rezoning

Old Business:

Additional Business:

UNITED CITY OF YORKVILLE
WORKSHEET
ECONOMIC DEVELOPMENT COMMITTEE
Tuesday, February 4, 2025
6:00 PM
EAST CONFERENCE ROOM #337

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. January 7, 2025

- ☐ Approved _____
- ☐ As presented
- ☐ With corrections

NEW BUSINESS:

1. EDC 2025-11 Building Permit Report for December 2024

- ☐ Informational Item
- ☐ Notes _____
- _____
- _____

2. EDC 2025-12 Building Inspection Report for December 2024

☐ Informational Item

☐ Notes _____

3. EDC 2025-13 Property Maintenance Report for December 2024

☐ Informational Item

☐ Notes _____

4. EDC 2025-14 Economic Development Report for January 2025

☐ Informational Item

☐ Notes _____

5. EDC 2025-15 Foreclosure Report Update 2024

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. EDC 2025-16 Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services Between the United City of Yorkville and Kendall County

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. EDC 2025-17 Daniels, Malinski Yorkville Family, LLLP (DMYF, LLLP) – Loftus – Rezoning

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

ADDITIONAL BUSINESS:



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

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Economic Development Committee – January 7, 2025

Meeting and Date: Economic Development Committee – February 4, 2025

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

**UNITED CITY OF YORKVILLE
ECONOMIC DEVELOPMENT COMMITTEE**

**Tuesday, January 7, 2025, 6:00pm
East Conference Room #337
651 Prairie Pointe Drive, Yorkville, IL**

In Attendance:

Committee Members

Chairman Joe Plocher
Alderman Dan Transier
Alderman Chris Funkhouser

Absent: Alderman Seaver Tarulis

Other City Officials

City Administrator Bart Olson (via Zoom)
Assistant City Administrator Erin Willrett (via Zoom)
Community Development Director Krysti Barksdale-Noble
Planner I Sara Mendez
Code Official Pete Ratosh
Alderman Ken Koch
Alderman Craig Soling (via Zoom)
City Intern Drea Sandoval
City Consultant Lynn Dubajic Kellogg
Community Engagement & Marketing Coordinator/City, Katelyn Gregory

Other Guests

Attorney Dan Kramer	Steve Cross, Costco
Larry Dziurdzik, Costco	Daniel Free, V3
John Phillipchuck, DBC&W Ltd.	Brent Schalhamer, 1115 S. Bridge St.
Dave Schultz, HR Green	Hanna Udiscus, Nexamp/Beecher Rd.
Matthew Kwiatkowski, Nexamp	Michael Keith, Atwell/Beecher Rd.
Patrick Winninger, Fox Haven	Bob & Jenny Lunn
Mike Straitis, Intrepid Properties	Peter Reinhofer, V3
Joe Hamman, Kelaka	Dave Hamman, Kelaka LLC

Via Zoom: Kyle Corneils, Jen Rakas, Amanda McAbee, Richard Williams, Peter W., Matt's Phone, Peter W., Risa Y.

The meeting was called to order at 6:00pm by Chairman Joe Plocher.

Citizen Comments None

Minutes for Correction/Approval December 3, 2024

The minutes were approved as presented.

New Business

1. EDC 2025-01 Building Permit Report for November 2024

Mr. Ratos said 81 building permits were issued with 11 of those for single-family detached and 6 single-family attached, along with 13 commercial permits.

2. EDC 2025-02 Building Inspection Report for November 2024

Inspections totaled 433 and most were for single-family detached homes.

3. EDC 2025-03 Property Maintenance Report for November 2024

There were no cases before the Hearing Officer in November.

4. EDC 2025-04 Economic Development Report for December 2024

Ms. Kellogg referred to the report in the agenda packet and noted that Tropical Smoothie Cafe will open tomorrow morning.

5. EDC 2025-05 Beecher Solar Farm – Special Use and Variance

Ms. Mendez said this is a request for a Special Use and variance for a 30-acre solar farm near Corneils Rd. and Beecher Rd. The variance is to reduce the setback from the required 1,000 foot setback to 482 feet to the nearest solar array to Corneils Road. She said it is likely that Corneils will become a major arterial road in the future. The variance for this setback is not supported by staff. She said the petition will move to PZC on February 12th and will be presented to the City Council on March 11th with a vote on March 25th.

Attorney Kramer said this is the second unit by Nexamp on the Bennett farm. Ms. Hanna Udiscus gave a short presentation to the committee. She said the property is on 2 parcels which total 69.64 acres, however, the project is only on 23.6 acres. It is an area of potential high power users. She provided other details of the solar farm and noted that the city would benefit from \$29,000 in taxes for this property which wasn't in the city before.

Michael Atwell, Civil Engineer for the project, described the setbacks and said 50 feet is the required setback off the sides and rear. He said the same access road will be used for both solar projects. He also described the floodplain, landscaping plan and pollinator mix.

The committee discussed the petition. Chairman Plocher said he would prefer to maintain the 1,000 foot setbacks and would like to see all equipment on one pole, not two. Alderman Transier asked why there were 2 projects instead of consolidating both projects into one. Ms. Udiscus replied the owners decided they would like a second one, long after the first project had been started. Alderman Funkhouser also wants to keep the 1,000 foot setbacks. He noted the state allows solar panels in a flood plain, though the process is more difficult in a floodway. He asked if a new flood study would be done and Mr. Keith said a new one had been done. Mr. Funkhouser said the fence would be more of a concern in a floodway, however, Mr. Keith said IDNR has not expressed concern about the floodway. Mr. Funkhouser asked Ms. Noble to do a follow-up on fences in a floodway. He also discussed the Special Use being separate from the first one and also asked about the lease limits. Alderman Koch noted that the solar project would not be suitable for data centers, but it is only for community solar.

6. EDC 2025-06 1115, LLC – Rezone and PUD

Ms. Noble presented the background for this request. She said Patrick Winninger is the contract purchaser/petitioner and Brent Schalhamer is the owner. The project is a redevelopment of a 14-acre property located at 1115 S. Bridge St., formerly the Perfection site. The new project name would be Fox Haven, a multi-family residential consisting of 18 townhome buildings and

105 dwelling units and it would be re-zoned from R-1 to R-4. One acre of the 14 would be zoned B-3 for commercial. There would be one access point onto Rt. 47 and 2 internal roadways. Ms. Noble said the petitioner will also provide a right in/right out access onto Rt. 47 pending IDOT approval. Mr. Winninger presented a drawing of the project.

For the PUD request, Ms. Noble listed modifications being requested including landscape changes, building separation, masonry reduction and other changes in building materials and in signs.

The PZC Public Hearing is scheduled for February 12th and it will move to City Council on March 11th.

The property owner, Mr. Brent Schalhamer said the property was formerly a golf range and has been for sale several years. Alderman Transier asked if an age-restricted community would be feasible. Mr. Winninger said that use is not as easy and the proposed units will be owned rather than leased. Engineer David Schultz said they will set up a meeting with nearby residents to advise them of the project.

Alderman Funkhouser asked if the commercial property could be changed to additional housing if the commercial doesn't go forward. He inquired about the off-site sign which will be temporary and located on the commercial piece. He said he had issue with reduction in masonry. The committee discussed using shrubs instead of a fence, to serve as a transition zone along with the existing vegetation. A berm was discouraged due to possible drainage issues.

7. EDC 2025-07 Kendall County Petition 24-30 - 1.5 Mile Review (South of 9949 and 10021 Ament Road)

Ms. Mendez said this petition is for a Special Use and Variance for a solar farm. The property is near Windett Ridge, but the City Council will not be seeking an annexation agreement. The setbacks are consistent with Yorkville's. This petition will go before PZC on January 8th and to City Council on January 28th. The committee had no objection to this request.

8. PZC 2025-08 Dave Hamman – Kelaka – Annexation and Rezoning

Ms. Noble said an application was filed for annexation and rezoning for a future data center development. The annexation portion is comprised of 2 parcels totaling about 63 acres and the rezoning applies to all 3 parcels which total about 112 acres. The current R-1 zoning is proposed to be M-2. The existing parcel zoned B-3 and already in Yorkville boundaries, will go to M-2. She said some surrounding properties are already approved or are in the process for M-2 zoning. She said this will go to a Public Hearing for annexation at City Council on February 11th and to a Public Hearing for rezoning at PZC on February 12th. Staff also recommended that the petitioner reach out to nearby Kylyn's Ridge.

Attorney for Kelaka, John Phillipchuck, said they are in agreement with most of the requests, however, not the 100-foot setbacks along Rte. 34 and Eldamain Road since they wish to do a collaboration with Green Door and the DMYF development. They currently do not have a setback on Rt. 34 and the B-3 zoning on Eldamain does not have a setback requirement. He said the Comprehensive Plan is not up to date and the Eldamain bridge is not even mentioned. He said this area is more industrial now. Because of this, he asked for committee approval without the requested restrictions.

Alderman Transier said some citizens of Fox Hall had been concerned about the development. Alderman Funkhouser noted the setbacks of nearby properties and said the proposed setbacks are necessary to preserve the viewshed and integrity of the area since the buildings could be the size of a 2-story Target building. The Attorney asked to delay a decision about the setbacks until a plan and users are brought in. Mr. Olson noted there is a clause in the annexation agreement that the petitioner must come before City Council for approval in the future, so the Council will have discretion on the setbacks. Mr. Hamman said there would be a hardship for the homeowner by the car dealership if the 100 foot setback is imposed.

Mr. Funkhouser requested a 400 foot separation from the nearest building and the nearest property line of Kylyn's Ridge. He also wants a 20-year term on the "M" use and then revert back to an "R" use if not developed. Alderman Transier said he is curious as to what residents think of this request and he also asked for flexibility with setbacks.

9. EDC 2025-09 515 W. Washington Street - Variance

Ms. Mendez presented the details of this variance request. The petitioner, Kyle Corneils, wishes to construct a fence that extends beyond the plane of the primary building facade. Part of the front facade faces the side yard and the setbacks are also affected. Staff is looking for input from EDC and a Public Hearing is scheduled on February 12th. Chairman Plocher said the property is unique and he is OK with the variance and Alderman Transier noted the fence is already up. Staff was instructed to issue a permit and in view of the circumstances, the committee gave their OK and it will move forward.

10. EDC 2025-10 Costco – PUD Amendment, Special Use and Final Plat

Ms. Noble said Steve Cross is the petitioner for Costco and is requesting approval for a 160,000 square foot retail warehouse along with a fuel station and subdivision of 2 parcels into 3 lots for future outlots and stormwater management. There was an updated site plan and elevations provided to the committee. It now aligns with traffic impact studies and provides for a three-quarters access instead of a full access at Tuma Rd. and Rt. 34. Parking stalls will total 956 which includes a future additional 101 stalls. The building materials colors were shown as well.

The petitioner is asking to amend the PUD of the existing Yorkville Crossing development and for a special use for the fuel station. The petitioner is requesting 5 deviations which Ms. Noble listed and noted that staff supports all of them. She also listed other details of the building, signage, storm water management, access points, building materials and design standards.

The Comp Plan designates this property as mid-density residential for which the staff would initiate an amendment. The Final Plat has been reviewed by EEI. It is slated for a Public Hearing January 8th at PZC and a vote on January 28th at City Council.

Steve Cross introduced other team members present and Mr. Dziuzrdzik gave a short presentation. He said the architect (Risa Y.), landscape architect Amanda McAbee and Peter Reinhofer, the traffic consultant were present via Zoom. He said there would be 16 pumps at the fueling station with room to expand to 20 and it is one of the largest in the Midwest. He also explained the stacking and queueing of the pumps. He briefly discussed the architecture and color of the building and asked Risa Y. (via Zoom) to describe the building design and color changes. Steve Cross addressed the panels on the building, sustainability, the use of metals and parking.

Alderman Funkhouser said the 50% to 15% decrease is too great of a deviation for the architecture, however, he is glad for the contrast in the color palette. He also said the wainscoting could be increased, have more plantings and that he likes the change to the Tuma Rd. access. He asked if Costco is looking for an incentive agreement. Mr. Olson said that would be part of the City Council packet on January 28th.

Old Business: None

Additional Business: None

There was no further business and the meeting adjourned at 7:32pm.

Minutes respectfully submitted by Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

EDC 2025-11

Agenda Item Summary Memo

Title: Building Permit Report for December 2024

Meeting and Date: Economic Development Committee – February 4, 2025

Synopsis: All permits issued in December 2024.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: Gina Nelson Community Development
Name Department

Agenda Item Notes:



UNITED CITY OF YORKVILLE

BUILDING PERMIT REPORT

December 2024

TYPES OF PERMITS

\$	Number of Permits Issued	SFD <i>Single Family Detached</i>	SFA <i>Single Family Attached</i>	Multi- Family <i>Apartments Condominiums</i>	Commercial <i>Includes all Permits Issued for Commercial Use</i>	Industrial	Misc.	Construction Cost	Permit Fees
December 2024	47	8	0	0	7	0	32	\$14,001,439.00	\$169,486.17
Calendar Year 2024	1463	201	6	48	130	0	1125	\$148,996,005.00	\$3,221,349.13
Fiscal Year 2025	1019	109	6	48	98	0	805	\$55,586,556.00	\$2,037,915.16
December 2023	94	18	30	0	5	0	41	7,831,989.00	629,409.38
Calendar Year 2023	2271	268	147	0	94	0	1762	106,765,946.00	5,026,528.49
Fiscal Year 2024	1823	181	109	0	60	0	1473	82,471,336.00	4,041,455.56
December 2022	55	5	13	0	2	0	35	3,442,549.00	260,015.93
Calendar Year 2022	1505	170	115	0	110	0	1110	67,057,081.00	2,784,428.93
Fiscal Year 2023	1105	110	103	0	77	0	815	47,847,696.00	2,278,542.18
December 2021	49	8	0	0	4	0	37	1,404,555.00	59,843.95
Calendar Year 2021	1654	249	160	0	127	0	1118	76,241,682.00	2,794,370.58
Fiscal Year 2022	1118	150	136	0	75	0	757	51,519,377.00	1,892,882.89



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

Agenda Item Number

New Business #2

Tracking Number

EDC 2025-12

Agenda Item Summary Memo

Title: Building Inspection Report for December 2024

Meeting and Date: Economic Development Committee – February 4, 2025

Synopsis: All inspections scheduled in December 2024.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: _____
Name Department

Agenda Item Notes:

PERMIT #	ISSUE DATE	LOCATION	TYPE	FEE	INSPECTION CODE	EMP.	SCHED. DATE	COMP. DATE	RES.	COMMENTS
20221554	02/15/2023	423 SAN DIEGO LN	SFA	BB3	REI	BC	12/17/2024			ROUGH ELECTRICAL
				BB3	REI	BC	12/17/2024			ROUGH FRAME
20221555	02/15/2023	425 SAN DIEGO LN	SFA	BB3	REI	BC	12/17/2024			ROUGH ELECTRICAL
				BB3	REI	BC	12/17/2024			ROUGH FRAME
20221556	02/15/2023	427 SAN DIEGO LN	SFA	BB3	REI	BC	12/17/2024			ROUGH ELECTRICAL
				BB3	RFR	BC	12/17/2024			MIKE
20221557	02/15/2023	429 SAN DIEGO LN	SFA	BB3	REI	BC	12/17/2024			ROUGH ELECTRICAL
				BB3	RFR	BC	12/17/2024			
20221558	02/15/2023	431 SAN DIEGO LN	SFA	BB3	REI	BC	12/17/2024			F rough electrical - SEE INSPECTION NOTE S
				BB3	RFR	BC	12/17/2024			F SEE INSPECTION NOTES
20230048	01/23/2023	110 E PARK ST	ADD	BLD	FIN	BC	12/19/2024	12/19/2024	P	TERRY 630-809-8240 ADDITION
				BLD	FEL	BC	12/19/2024	12/19/2024	P	
				BLD	FMC	BC	12/19/2024	12/19/2024	F	
20231578	08/21/2023	3360 SEELEY ST	SOL	EPR	FIN	BF	12/06/2024	12/06/2024	P	SOLAR -- JOSH 224-330-9458
				EPR	FEL	BF	12/06/2024	12/06/2024	F	GROUND ROD NEEDS TO BE TESTED ON SITE FOR 25 OHMS OR LESS OR INSTALL 2ND GROUND ROD
				EPR	REI	JP	12/13/2024	12/13/2024	P	SOLAR JOSH 224-330-9458 2ND GROUND ROD INSTALLED
20232326	12/11/2023	202 W VAN EMMON ST	FNC	FNC	PHF	JP	12/15/2024	12/15/2024	P	
20232390	10/11/2024	212 WINDHAM CIR	SFD	RIV	ELS	JP	12/09/2024	12/09/2024	P	JESSICA
				RIV	ROF	JP	12/27/2024	12/27/2024	P	
20240041	12/16/2024	922 S CARLY CIR	BSM	BLD	RFR	BC	12/30/2024	12/30/2024	p	RICHARD
20240117	05/07/2024	2911 CRYDER WAY	SFD	GR1	REI	BC	12/23/2024	12/23/2024	F	ROUGH FRAMING (SUPPORT JOISTS & BEAMS ON FRONT PORCH)
				GR1	REI	BC	12/23/2024	12/23/2024	P	ROUGH MECHANICAL
20240195	09/09/2024	1536 SYCAMORE RD	MF	BLD	PPS	BC	12/02/2024	12/02/2024	P	TRASH CORRAL
				BLD	FOU	BC	12/03/2024	12/03/2024	P	TRASH ENCLOSURE

INSPECTIONS SCHEDULED FROM 12/01/2024 TO 12/31/2024

PERMIT #	ISSUE DATE	LOCATION	TYPE	FEE	INSPECTION CODE EMP.	SCHED. DATE	COMP. DATE	RES.	COMMENTS
20240247	04/01/2024	1124 REDWOOD DR			BLD MIS BC	12/06/2024	12/06/2024	P	
					BLD PPS BC	12/05/2024	12/05/2024	P	LIGHT POLES -- ELECTRICAL
									TRASH ENCLOSURE
			BSM	BLD	FIN JP	12/17/2024	12/17/2024	P	CHUCK 630-596-6947
					BLD FEL JP	12/17/2024	12/17/2024	P	
					BLD FMC JP	12/17/2024	12/17/2024	P	
20240269	03/26/2024	2001 S BRIDGE ST			BLD PLF PBF	12/17/2024	12/17/2024	P	
									BASEMENT -- CHUCK 630-596-6947
			REM	PRF	FIN PR	12/16/2024			LILLIE 630-450-4170
					PRF FEL PR	12/16/2024			
					PRF PLF PR	12/16/2024			
			SFD	HEC	FIN BC	12/05/2024	12/05/2024	F	
20240310	04/12/2024	501 BIRCHWOOD DR							DAVE
					HEC FEL BC	12/05/2024	12/05/2024	P	
					HEC FMC BC	12/05/2024	12/05/2024	P	
					HEC PLF PBF	12/05/2024	12/05/2024	P	
									DAVE 630-878-5792, GAR CODE: 3646
					HEC REI BC	12/06/2024	12/06/2024	P	
20240516	05/03/2024	807 STATE ST			HEC EFL GS	12/12/2024	12/12/2024	R	
									TEMP FOR PARKWAY TREE
			SOL	EPR	FIN BC	12/02/2024	12/02/2024	F	
					EPR FEL BC	12/02/2024	12/02/2024	F	SOLAR - ZACH 708-738-4094
					EPR REI BC	12/16/2024	12/16/2024	P	
									SOLAR -- ZACH 708-738-4094
20240521	05/13/2024	1141 GRACE DR	SFD	HEC	EFL GS	12/13/2024	12/13/2024	P	
									FULL SITE FINAL
					HEC FIN BC	12/17/2024	12/17/2024	F	
									DAVE
					HEC FEL BC	12/17/2024	12/17/2024	F	
					HEC FMC BC	12/17/2024	12/17/2024	P	
20240573	06/05/2024	875 PURCELL ST			HEC PLF PBF	12/17/2024	12/17/2024	P	
									DAVE 630-878-5792
					HEC REI GH	12/19/2024	12/19/2024	P	
									FINAL FRAMING & ELECTRICAL
			BSM	BLD	RFR BC	12/04/2024			BASEMENT -- ERIK 630-802-6179
					BLD REL BC	12/04/2024			
20240629	06/06/2024	3374 SEELEY CT			BLD REI BC	12/06/2024	12/06/2024	P	
									ROUGH FRAMING AND ELECTRICAL
					BLD INS BC	12/06/2024	12/06/2024	P	
			SFD	GR5	FIN GH	12/31/2024	12/31/2024	P	
									RANDY
					GR5 FEL GH	12/31/2024	12/31/2024	P	
					GR5 FMC GH	12/31/2024	12/31/2024	P	

INSPECTIONS SCHEDULED FROM 12/01/2024 TO 12/31/2024

PERMIT #	ISSUE DATE	LOCATION	TYPE	FEE	INSPECTION CODE EMP.	SCHED. DATE	COMP. DATE	RES.	COMMENTS
20240630	06/06/2024	3384 SEELEY CT	SFD	GR5	PLF PBF	12/31/2024	12/31/2024	P	RANDY 331-231-1642 RTTETTEMER@DRHORTON.COM
				GR5	EFL GS	12/30/2024	12/30/2024	R	WINTER CONDITIONS
				GR5	FIN BC	12/18/2024	12/18/2024	P	LATE AM -- RANDY
				GR5	FEL BC	12/18/2024	12/18/2024	P	
				GR5	FMC BC	12/18/2024	12/18/2024	P	
				GR5	PLF PBF	12/18/2024	12/18/2024	P	LATE AM -- RTTETTEMER@DRHORTON.COM
20240631	06/06/2024	2757 BERRYWOOD LN	SFD	GR5	EFL GS	12/18/2024	12/18/2024	R	WINTER CONDITIONS
				GR5	FIN GH	12/05/2024	12/05/2024	P	RANDY
				GR5	FEL GH	12/05/2024	12/05/2024	P	
				GR5	FMC GH	12/05/2024	12/05/2024	P	
				GR5	PLF PBF	12/05/2024	12/05/2024	P	RTTETTEMER@DRHORTON.COM
				GR5	EFL PW	12/04/2024	12/04/2024	R	OK TO TEMP
20240632	06/06/2024	2753 BERRYWOOD LN	SFD	GR5	REI GH	12/09/2024	12/09/2024	P	FINAL ELECTRIC
				GR5	FIN JP	12/05/2024	12/05/2024	P	RANDY
				GR5	FEL JP	12/05/2024	12/05/2024	P	
				GR5	FMC JP	12/05/2024	12/05/2024	P	
				GR5	PLF PBF	12/05/2024	12/05/2024	P	RTTETTEMER@DRHORTON.COM
				GR5	EFL PW	12/04/2024	12/04/2024	R	OK TO TEMP
20240649	08/14/2024	532 BISCAYNE CT	SFD	BB1	FIN GH	12/18/2024	12/18/2024	P	
				BB1	FEL GH	12/18/2024	12/18/2024	F	
				BB1	FMC GH	12/18/2024	12/18/2024	P	
				BB1	PLF PBF	12/18/2024	12/18/2024	P	JOEMANUE@NVRINC.COM
				BB1	EFL GS	12/16/2024	12/16/2024	R	WINTER CONDITIONS
				BB1	REI GH	12/19/2024	12/19/2024	P	JOE FINAL ELECTRICAL
20240677	06/05/2024	209 E CENTER ST	ELE	ELE	FEL BF	12/13/2024	12/13/2024	P	MARK -- UPGRADE
20240683	06/14/2024	641 ASH CT	SFD	TRE	FIN JP	12/18/2024	12/18/2024	P	JASON
				TRE	FEL JP	12/18/2024	12/18/2024	P	
				TRE	FMC JP	12/18/2024	12/18/2024	P	
				TRE	PLF PBF	12/18/2024	12/18/2024	P	JJACOBS@RALLYHOMES.NET

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PERMIT #	ISSUE DATE	LOCATION		FEE TYPE	INSPECTION CODE EMP.	SCHED. DATE	COMP. DATE	RES.	COMMENTS
			TRE	EFL GS	12/18/2024	12/18/2024	R		
20240684	06/14/2024	465 TIMBER OAK LN	SFD TRE	FIN JP	12/05/2024	12/05/2024	P		WINTER CONDITIONS JASON
			TRE	FEL JP	12/05/2024	12/05/2024	P		
			TRE	FMC JP	12/05/2024	12/05/2024	P		
			TRE	PLF PBF	12/05/2024	12/05/2024	P		JJACOBS@RALLYHOMES.NET
20240707	08/08/2024	452 BISCAYNE LN	SFD BB1	FIN GH	12/05/2024	12/05/2024	P		
			BB1	FEL GH	12/05/2024	12/05/2024	P		NEED TEMP FILL AT FRONT & REAR PORCHES
			BB1	FMC GH	12/05/2024	12/05/2024	P		
			BB1	PLF PBF	12/05/2024	12/05/2024	P		JOEMANUE@NVRINC.COM
			BB1	EFL GS	12/12/2024	12/12/2024	P		TEMP
20240708	08/08/2024	512 BISCAYNE CT	SFD BB1	REI GH	12/05/2024	12/05/2024	P		
			BB1	REI GH	12/05/2024	12/05/2024	P		ELECTRICAL
			BB1	EFL JB	12/09/2024	12/09/2024	P		MECHANICAL
20240758	08/08/2024	4429 TAMPA DR	SFD BB1	EFL PW	12/04/2024	12/04/2024	R		WINTER CONDITIONS
20240791	08/14/2024	4436 TAMPA DR	SFD BB1	FIN BC	12/26/2024	12/26/2024	F		OK TO TEMP
			BB1	FEL BC	12/26/2024	12/26/2024	F		JOE - SEE INSPECTION SHEET
			BB1	FMC BC	12/26/2024	12/26/2024	P		SEE INSPECTION SHEET
			BB1	PLF PBF	12/26/2024	12/26/2024	P		JOEMANUE@NVRINC.COM
			BB1	EFL GS	12/16/2024	12/16/2024	R		WINTER CONDITIONS
			BB1	REI BC	12/30/2024	12/30/2024	P		FRAMING
			BB1	REI BC	12/30/2024	12/30/2024	P		ELECTRICAL
20240792	08/14/2024	552 BISCAYNE CT	SFD BB1	FIN GH	12/16/2024	12/16/2024	P		JOE
			BB1	FEL GH	12/16/2024	12/16/2024	F		
			BB1	FMC GH	12/16/2024	12/16/2024	P		
			BB1	PLF PBF	12/16/2024	12/16/2024	P		JOEMANUE@NVR.COM
			BB1	REI GH	12/18/2024	12/18/2024	P		FINAL ELECT -- JOE
			BB1	EFL GS	12/16/2024	12/16/2024	R		WINTER CONDITIONS

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PERMIT #	ISSUE DATE	LOCATION	TYPE	FEE	INSPECTION CODE EMP.	SCHED. DATE	COMP. DATE	RES.	COMMENTS
20240845	08/12/2024	328 POPLAR DR	SFD	RIV	RFR BC	12/06/2024	12/06/2024	P	TIM
				RIV	REL BC	12/06/2024	12/06/2024	P	
				RIV	RMC BC	12/06/2024	12/06/2024	P	
				RIV	PLR PR	12/05/2024	12/05/2024	P	
									TIM
				RIV	INS PR	12/09/2024	12/09/2024	P	
20240880	07/12/2024	577 E KENDALL DR	CRM	BLD	PLU PBF	12/12/2024			FLOOR DRAIN IN ELEVATOR PIT -- MYRON 815 -540-0444
20240886	07/18/2024	3088 CONSTITUTION WAY	SFD	GR1	FIN BC	12/05/2024	12/05/2024	P	JIM
				GR1	FEL BC	12/05/2024	12/05/2024	P	
				GR1	FMC BC	12/05/2024	12/05/2024	P	
				GR1	PLF PBF	12/05/2024	12/05/2024	P	
									JFLAHERT@NVRINC.COM
				GR1	EFL DB	12/06/2024	12/06/2024	P	TEMP - WINTER CONDITIONS
20240957	08/08/2024	3029 CONSTITUTION WAY	SFD	GR1	FIN GH	12/10/2024	12/10/2024	F	JIM
				GR1	FEL GH	12/10/2024	12/10/2024	P	
				GR1	FMC GH	12/10/2024	12/10/2024	P	
				GR1	PLF PR	12/10/2024	12/10/2024	P	
									JFLAHERT@NVRINC.COM
				GR1	REI GH	12/12/2024	12/12/2024	P	FINAL FRAMING -- JIM
				GR1	EFL GS	12/13/2024	12/13/2024	R	OK TO TEMP
20240984	08/08/2024	3056 CONSTITUTION WAY	SFD	GR1	FIN GH	12/12/2024	12/12/2024	P	JIM
				GR1	FEL GH	12/12/2024	12/12/2024	P	
				GR1	FMC GH	12/12/2024	12/12/2024	P	
				GR1	PLF PBF	12/12/2024	12/12/2024	P	
									JFLAHERT@NVRINC.COM
				GR1	EFL GS	12/16/2024	12/16/2024	R	WINTER CONDITIONS
20241008	07/29/2024	209 E CENTER ST	REM	BLD	FIN BF	12/13/2024	12/13/2024	F	RENOVATION -- MARK 630-677-3101
				BLD	FMC BF	12/13/2024	12/13/2024	P	
				BLD	PLF PBF	12/13/2024	12/13/2024	F	
									MARK 630-677-3101
20241044	10/15/2024	4541 GARDINER AVE	SOL	EPR	FIN BF	12/09/2024	12/09/2024	F	SOLAR -- OSWALDO 312-714-4239
				EPR	FEL BF	12/09/2024	12/09/2024	F	
20241050	08/05/2024	104 E SCHOOLHOUSE RD	CCO	OCC	OCC BC	12/03/2024	12/03/2024	F	KHARISMA 630-888-8046 -- SEE INSPECTION REPORT
20241118	08/28/2024	2875 OLD GLORY DR	SFD	GR1	FIN JP	12/26/2024	12/26/2024	P	JIM

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					GR1 FEL JP	12/26/2024	12/26/2024	P	
					GR1 FMC JP	12/26/2024	12/26/2024	P	
					GR1 PLF PBF	12/26/2024	12/26/2024	P	
									JFLAHERT@NVRINC.COM
20241119	08/28/2024	492 BISCAYNE LN	SFD	BB1	FIN GH	12/18/2024	12/18/2024	P	JOE
				BB1	FEL GH	12/18/2024	12/18/2024	F	
				BB1	FMC GH	12/18/2024	12/18/2024	P	
				BB1	PLF PBF	12/18/2024	12/18/2024	P	
									JOEMANUE@NVRINC.COM
				BB1	EFL GS	12/16/2024	12/16/2024	R	WINTER CONDITIONS
				BB1	REI GH	12/19/2024	12/19/2024	P	FINAL - ELECTRICAL
20241121	09/06/2024	1122 SPRING ST	SOL	EPR	FIN BF	12/20/2024			SOLAR FRANK 224-237-8025
					EPR FEL BF	12/20/2024			
20241130	08/21/2024	114 COLONIAL PKWY D	REM	BLD	FIN PR	12/18/2024	12/18/2024	P	CAROLYN 630-933-9323 -- BATHROOM
					BLD FEL PR	12/18/2024	12/18/2024	P	
					BLD FMC PR	12/18/2024	12/18/2024	P	
					BLD PLF PR	12/18/2024	12/18/2024	P	
20241138	08/21/2024	782 GREENFIELD TURN	BSM	BLD	FIN BC	12/16/2024	12/16/2024	P	COREY 630-546-6533
					BLD FEL BC	12/16/2024	12/16/2024	F	TWO RECEPTACLES NOT GROUNDED
					BLD REI BC	12/19/2024	12/19/2024	P	FINAL ELECTRICAL COREY 630-546-6533
20241148	09/19/2024	110 W VETERANS PKWY	BDO	BLD	ABC PR	12/09/2024	12/09/2024	P	
				BLD	FIN BC	12/30/2024	12/30/2024	F	BRENDEN 847-769-0074
					BLD FEL BC	12/30/2024	12/30/2024	F	
					BLD FMC BC	12/30/2024	12/30/2024	P	
					BLD OCC BC	12/30/2024	12/30/2024	F	
					BLD OCC BKF	12/30/2024			
20241177	09/23/2024	807 W JOHN ST	CRM	BP1	ABC BC	12/18/2024	12/18/2024	P	RYAN 630-220-6263
20241227	09/25/2024	3038 JETER ST	SFD	GR1	RFR GH	12/04/2024	12/04/2024	P	JIM
					GR1 REL GH	12/04/2024	12/04/2024	P	
					GR1 RMC GH	12/04/2024	12/04/2024	P	
					GR1 PLR PR	12/04/2024	12/04/2024	P	
									JFLAHERT@NVRINC.COM
					GR1 INS JP	12/06/2024	12/06/2024	P	JIM
20241228	10/01/2024	2858 OLD GLORY DR	SFD	GR1	BG GH	12/03/2024	12/03/2024	P	MW
					GR1 GPL JP	12/03/2024	12/03/2024	P	

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20241236	10/15/2024	2903 ALDEN AVE	GR1	STP	GH	12/23/2024	12/23/2024	P	MW - FRONT & REAR
			SOL	EPR	REI BC	12/16/2024	12/16/2024	F	SOLAR - THOMAS 224-645-4871; SEE INSPECT ION TICKET
			EPR	REI	BC	12/27/2024	12/27/2024	P	SOLAR FINAL -- SHANE 779-910-4669
20241241	09/12/2024	2001 MUIRFIELD DR	WIN	MSC	FIN JP	12/17/2024	12/17/2024	P	WINDOWS -- KAYLEE 630-463-7663
20241243	10/01/2024	2857 OLD GLORY DR	SFD	GR1	FOU JP	12/02/2024	12/02/2024	P	MW
			GR1	WAT	PBF	12/09/2024	12/09/2024	P	FAMILYSEWEROFFICE@YAHOO.COM
			GR1	BKF	JP	12/09/2024	12/09/2024	P	MW
20241244	10/01/2024	2861 OLD GLORY DR	GR1	PLU	PBF	12/31/2024	12/31/2024	F	JIM 224-828-3245 JFLAHERT@NVRINC.COM
			SFD	GR1	FTG GH	12/03/2024	12/03/2024	P	MW
			GR1	FOU	JP	12/09/2024	12/09/2024	P	MW
20241245	10/01/2024	2848 OLD GLORY DR	GR1	WAT	PBF	12/13/2024	12/13/2024	P	ALSFAMILYCONSTRUCTION.COM
			GR1	BKF	GH	12/16/2024	12/16/2024	P	MW
			GR1	PLU	PBF	12/31/2024	12/31/2024	P	JIM 224-828-3245 JFLAHERT@NVRINC.COM
20241246	09/25/2024	2854 OLD GLORY DR	SFD	GR1	STP GH	12/19/2024	12/20/2024	P	FR & R -- MW
			SFD	GR1	RFR JP	12/12/2024	12/12/2024	P	JIM
			GR1	REL	JP	12/12/2024	12/12/2024	P	
20241268	10/04/2024	505 TIMBER OAK LN	GR1	RMC	JP	12/12/2024	12/12/2024	P	
			GR1	PLR	PBF	12/12/2024	12/12/2024	P	JFLAHERT@NVRINC.COM
			GR1	INS	GH	12/16/2024	12/16/2024	F	JIM
20241268	10/04/2024	505 TIMBER OAK LN	GR1	REI	GH	12/17/2024	12/17/2024	P	INSULATION
			GR1	STP	GH	12/19/2024	12/19/2024	P	FRONT&REAR KARINA 815-839-8175
			SFD	TRE	PLR PBF	12/30/2024			Jason - 630-632-7433 JJACOBS@RALLYHOMES. NET
20241304	10/16/2024	3045 CONSTITUTION WAY	TRE	REL	GH	12/30/2024	12/30/2024	P	
			TRE	RFR	GH	12/30/2024	12/30/2024	F	
			TRE	RMC	GH	12/30/2024	12/30/2024	P	
20241304	10/16/2024	3045 CONSTITUTION WAY	SFD	GR1	WAT PBF	12/02/2024	12/02/2024	P	FAMILYSEWEROFFICE@YAHOO.COM

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			GR1		BKF JP	12/03/2024	12/03/2024	P	MW
			GR1		GPL JP	12/11/2024	12/11/2024	P	JIM
			GR1		PLU PBF	12/20/2024			JFLAHERT@NVRINC.COM
			GR1		BSM GH	12/23/2024	12/23/2024	P	MW
20241306	10/11/2024	312 TIMBER OAK LN	SFD	BP1	PLU PR	12/20/2024			TYRELL
20241309	10/15/2024	802 BRISTOL AVE	SFD	HMD	ESW PR	12/04/2024	12/04/2024	P	JOHN 815-414-8100
				HMD	FTG BC	12/17/2024	12/17/2024	P	JOHN 630-546-8057
				HMD	FOU BC	12/30/2024	12/30/2024	P	JOHN 630-546-8057
20241323	10/16/2024	2663 BIG GROVE LN	SFD	GR5	WAT PBF	12/06/2024			FAMILYSEWEROFFICE@YAHOO.COM ** CANCELLED 12/6/2024 8:10AM**
			GR5		WAT PBF	12/09/2024	12/09/2024	P	FAMILYSEWEROFFICE@YAHOO.COM
			GR5		BKF GH	12/09/2024	12/09/2024	P	
			GR5		GPL JP	12/11/2024	12/11/2024	P	AM -- 11 AT THE LATEST -- ANDREW
			GR5		PLU PBF	12/18/2024	12/18/2024	P	AMEEKS@NVRINC.COM
			GR5		BSM JP	12/18/2024	12/18/2024	P	MW
20241339	10/16/2024	2688 BIG GROVE LN	SFD	GR5	FOU GH	12/09/2024	12/09/2024	P	
				GR5	WAT PBF	12/16/2024	12/16/2024	P	ALSFAMILYCONSTRUCTION.COM
			GR5		BKF GH	12/16/2024	12/16/2024	P	MW
			GR5		GPL JP	12/18/2024	12/18/2024	P	ANDREW
			GR5		PLU PBF	12/27/2024	12/27/2024	P	ANDREW 331-431-7342 -- AMEEKS@NVRINC.CO M
20241340	10/16/2024	2667 BIG GROVE LN	SFD	GR5	GPL GH	12/02/2024	12/02/2024	P	ANDREW
			GR5		BSM GH	12/02/2024	12/02/2024	P	MW
			GR5		GAR GH	12/02/2024	12/02/2024	P	MW
			GR5		REL BC	12/23/2024			ANDREW
			GR5		RFR BC	12/23/2024			ANDREW

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			GR5		RMC BC	12/23/2024			ANDREW
			GR5		PLR PBF	12/23/2024	12/23/2024	P	AMEEKS@NVRINC.COM
			GR5		INS JP	12/27/2024	12/27/2024	P	ANDREW
20241348	10/11/2024	2803 GAINS CT	WIN	MSC	FIN JP	12/18/2024	12/18/2024	P	WINDOWS BRIANNE 630-854-8877
20241361	10/17/2024	621 GREENFIELD TURN	SFD	CHD	PLU PR	12/18/2024	12/18/2024	P	
20241370	10/16/2024	3348 JONATHAN DR	FNC	FNC	FIN JP	12/05/2024	12/05/2024	P	FENCE -- ROBERTO 630-290-7030
20241372	10/16/2024	GILLESPIE LN	FNC	FNC	PHF JP	12/27/2024	12/27/2024	P	JENN -- RETENTION FENCE
20241382	10/21/2024	2176 COUNTRY HILLS DR	SOL	EPR	FIN BC	12/02/2024	12/02/2024	P	SOLAR - MATT 815-531-2540
20241383	10/28/2024	421 NORWAY CIR	ADD	BLD	FTG JP	12/05/2024	12/05/2024	P	FRANK WILLMAN 630-744-9477
			BLD	PPS	PR	12/10/2024	12/10/2024	P	
			BLD	PLU	PR	12/10/2024	12/10/2024	P	
20241384	10/30/2024	2867 OLD GLORY DR	SFD	GR1	FTG GH	12/11/2024	12/11/2024	P	MW
			GR1	FOU	JP	12/19/2024	12/19/2024	P	MW
			GR1	WAT	PBF	12/23/2024	12/23/2024	P	FAMILYSEWEROFFICE@YAHOO.COM
			GR1	BKF	JP	12/26/2024	12/26/2024	P	MW
			GR1	PLU	PBF	12/31/2024	12/31/2024	P	JIM 224-828-3245 JFLAHERT@NVRINC.COM
20241386	10/28/2024	3108 JUSTICE DR	FNC	FNC	PHF GH	12/04/2024	12/04/2024	P	GATES
20241388	10/22/2024	2643 KELLOGG CT	BSM	BP1	RFR GH	12/09/2024	12/09/2024	P	BASEMENT -- JIM 224-324-0813
			BP1	REL	GH	12/09/2024	12/09/2024	P	
			BP1	RMC	GH	12/09/2024	12/09/2024	P	
			BP1	PLR	PBF	12/09/2024	12/09/2024	P	JIM 224-324-0813
			BP1	INS	BC	12/18/2024	12/18/2024	P	JIM
20241390	10/25/2024	4312 E MILLBROOK CIR	BSM	BP1	RFR BC	12/20/2024	12/20/2024	P	BASEMENT -- VICTOR
			BP1	REL	BC	12/20/2024	12/20/2024	P	
			BP1	RMC	BC	12/20/2024	12/20/2024	P	
			BP1	INS	BC	12/30/2024	12/30/2024	P	VICTOR
20241393	10/22/2024	407 ADAMS ST	REP	BP1	GAR JP	12/02/2024	12/02/2024	P	GISELLE 224-425-2172

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20241395	10/22/2024	2875 ROOD ST	ESS	EPR	FIN BF	12/23/2024	12/23/2024	P	SOLAR -- SHANE 779-910-4669
				EPR	FEL BF	12/23/2024	12/23/2024	P	
20241403	11/01/2024	365 TIMBER OAK LN	SFD	TRE	ESW PBF	12/05/2024	12/05/2024	P	FAMILYSEWEROFFICE@YAHOO.COM
20241404	11/01/2024	525 TIMBER OAK LN	SFD	TRE	ESW PBF	12/02/2024	12/02/2024	P	FAMILYSEWEROFFICE@YAHOO.COM
				TRE	GPL BC	12/04/2024	12/04/2024	P	JASON
20241407	10/24/2024	2948 OLD GLORY DR	FNC	FNC	FIN JP	12/02/2024	12/02/2024	P	FENCE
20241408	11/01/2024	608 E VETERANS PKWY, STE 3	CRM	BLD	ABC BC	12/20/2024	12/20/2024	P	GREG
				BLD	FIN BC	12/26/2024	12/26/2024	P	MARKER INC 630-977-1869
				BLD	FEL BC	12/26/2024	12/26/2024	P	
				BLD	FMC BC	12/26/2024	12/26/2024	P	
20241416	10/30/2024	2334 OLIVE LN	BSM	BSM	FIN PR	12/17/2024	12/17/2024	P	CLEAN EDGE
				BSM	FEL PR	12/17/2024	12/17/2024	P	
				BSM	FMC PR	12/17/2024	12/17/2024	P	
				BSM	PLF PR	12/17/2024	12/17/2024	P	
20241417	10/29/2024	3005 CONSTITUTION WAY	FNC	FNC	PHF JP	12/02/2024	12/02/2024	F	TONY NO CREW/HOLES ON SITE
				FNC	PHF JP	12/17/2024	12/17/2024	P	TONY
				FNC	FIN JP	12/19/2024	12/19/2024	P	FENCE - TONY - 630-406-8410 EXT 212
20241423	10/30/2024	3168 JUSTICE DR	BSM	BLD	FIN BC	12/20/2024	12/20/2024	P	BASEMENT -- VICTOR
				BLD	FEL BC	12/20/2024	12/20/2024	P	
				BLD	FMC BC	12/20/2024	12/20/2024	P	
20241433	11/12/2024	435 TIMBER OAK LN	SFD	TRE	FOU JP	12/09/2024	12/09/2024	P	MW
				TRE	BKF GH	12/19/2024	12/19/2024	P	KARINA 815-839-8175
20241438	11/08/2024	215 HILLCREST AVE	SGN	SGN	FIN GH	12/17/2024	12/17/2024	P	SIGN
20241439	11/12/2024	229-A HILLCREST AVE	FNC	FNC	FIN JP	12/06/2024	12/06/2024	P	FENCE -- BRIAN
20241440	11/13/2024	2690 BIG GROVE CIR	SFD	GR5	FTG GH	12/12/2024	12/12/2024	P	MW LATE AM
				GR5	FOU GH	12/23/2024	12/23/2024	P	MW
				GR5	WAT PBF	12/30/2024	12/30/2024	P	FAMILYSEWEROFFICE@YAHOO.COM
20241441	11/13/2024	2692 BIG GROVE CIR	SFD	GR5	FTG BC	12/27/2024	12/27/2024	P	MW

INSPECTIONS SCHEDULED FROM 12/01/2024 TO 12/31/2024

PERMIT #	ISSUE DATE	LOCATION	TYPE	FEE	INSPECTION CODE EMP.	SCHED. DATE	COMP. DATE	RES.	COMMENTS
20241442	11/13/2024	2628 SUTHERLAND CT	SFD	GR5	FTG BC	12/05/2024	12/05/2024	P	MW
				GR5	FOU JP	12/10/2024	12/10/2024	P	MW
				GR5	WAT PBF	12/16/2024	12/16/2024	P	ALSFAMILYCONSTRUCTION.COM
				GR5	BKF GH	12/16/2024	12/16/2024	P	MW
				GR5	GPL GH	12/20/2024	12/20/2024	P	ANDREW
				GR5	PLU PBF	12/27/2024	12/27/2024	P	ANDREW 331-431-7342 -- AMEEKS@NVRINC.CO
									M
20241443	11/13/2024	2630 SUTHERLAND CT	SFD	GR5	FTG GH	12/20/2024	12/20/2024	P	MW
20241448	11/07/2024	820 PARKSIDE LN	SOL	EPR	FIN BF	12/02/2024	12/02/2024	F	SOLAR SEAN 224-623-3478
				EPR	FEL BF	12/02/2024	12/02/2024	F	
				EPR	REI JP	12/06/2024	12/06/2024	P	SOLAR -- DARRIN 708-506-1912
20241449	11/08/2024	1208 EVERGREEN LN	SOL	EPR	FIN BF	12/06/2024	12/06/2024	P	SOLAR -- JASON 815-621-5178
				EPR	FEL BF	12/06/2024	12/06/2024	P	
20241450	11/25/2024	582 BURNING BUSH DR	WIN	MSC	FIN BC	12/31/2024			WINDOWS
20241452	11/14/2024	1386 SPRING ST	SFD	HEC	FTG JP	12/11/2024	12/11/2024	P	KEN 630-546-0735
				HEC	FOU JP	12/19/2024	12/19/2024	P	KEN - 630-546-0735
				HEC	BKF JP	12/26/2024	12/26/2024	P	
20241491	11/22/2024	2823 CRYDER WAY	SFD	GR1	FTG JP	12/09/2024	12/09/2024	P	REMY
				GR1	FOU GH	12/13/2024	12/13/2024	F	JESSICA
				GR1	REI GH	12/13/2024	12/13/2024	P	FOUNDATION
				GR1	BKF JP	12/26/2024	12/26/2024	P	REMY
20241493	11/13/2024	3089 GRANDE TR	BSM	BSM	PLU PR	12/02/2024	12/02/2024	P	CLEAN EDGE 630-364-0224/SERVICE@CLEANEDG
									ECONSTRUCTION.COM
			BSM	RFR PR	12/05/2024	12/05/2024	P	CLEAN EDGE	
			BSM	REL PR	12/05/2024	12/05/2024	P		
			BSM	RMC PR	12/05/2024	12/05/2024	P		
			BSM	PLR PR	12/05/2024	12/05/2024	P		CLEAN EDGE 630-364-0224
			BSM	INS BC	12/06/2024	12/06/2024	P		CLEAN EDGE

INSPECTIONS SCHEDULED FROM 12/01/2024 TO 12/31/2024

PERMIT #	ISSUE DATE	LOCATION	TYPE	FEE	INSPECTION CODE EMP.	SCHED. DATE	COMP. DATE	RES.	COMMENTS
20241497	11/12/2024	843 PARKSIDE LN	SOL	EPR	FIN BF	12/02/2024	12/02/2024	F	SOLAR SEAN 224-623-3478
				EPR	FEL BF	12/02/2024	12/02/2024	F	
				EPR	REI JP	12/06/2024	12/06/2024	P	SOLAR -- DARRIN 708-506-1912
20241498	11/12/2024	821 PARKSIDE LN	SOL	EPR	FIN BF	12/02/2024	12/02/2024	P	SOLAR SEAN 224-623-3478
				EPR	FEL BF	12/02/2024	12/02/2024	P	
20241501	11/13/2024	204 W BEECHER ST	ROF	ROF	ROF JP	12/18/2024	12/18/2024	P	ANGEL 630-688-5671
			ROF	RFR	JP	12/20/2024	12/20/2024	F	ROOF FRAMING -- ANGEL re-use of used material not allowed (gussets), self-made trusses not allowed w/o approval, burnt members need replacing
			ROF	RFR	PR	12/23/2024			ANGEL 630-688-5671
			ROF	RFR	PR	12/30/2024			ROOF FRAMING -- ANGEL
20241503	11/25/2024	2002 RAINTREE RD	SPA	SPA	FIN BC	12/20/2024	12/20/2024	F	SWIM SPA -- SARAH 630-251-3965
			SPA	REI	BC	12/31/2024			FINAL SWIM SPA
20241507	11/21/2024	3073 GRANDE TR	FNC	FNC	PHF JP	12/06/2024	12/06/2024	P	JACKIE 708-316-9740
20241508	11/21/2024	3358 GABRIEL DR	FNC	FNC	PHF JP	12/10/2024	12/10/2024	P	TONY
			FNC	FIN	JP	12/12/2024	12/12/2024	P	FENCE -- TONY
20241510	11/27/2024	3105 CONSTITUTION WAY	FNC	FNC	PHF JP	12/09/2024	12/09/2024	P	STEPHANIE 224-220-1042
			FNC	FIN	JP	12/13/2024	12/13/2024	P	FENCE
20241514	11/22/2024	2466 JUSTICE CT	SOL	EPR	FIN BF	12/23/2024	12/23/2024	F	SOLAR -- RYAN 815-409-5467
				EPR	FEL BF	12/23/2024	12/23/2024	F	
				EPR	REI BC	12/27/2024	12/27/2024	P	SOLAR REINSPECTION -
20241515	11/22/2024	3072 CONSTITUTION WAY	SOL	EPR	FIN BF	12/20/2024			SOLAR -- RYAN 815-409-5467
				EPR	FEL BF	12/20/2024			
20241517	11/21/2024	2874 MCLELLAN BLVD	SFD	GR1	FTG GH	12/30/2024	12/30/2024	P	MW PASSED AS NOTED
20241520	11/27/2024	2635 SEELEY ST	FNC	FNC	PHF JP	12/02/2024	12/02/2024	P	HANNAH 331-454-4041
20241535	11/21/2024	2801 BERRYWOOD LN	BSM	BLD	RFR BC	12/30/2024	12/30/2024	P	VICTOR
			BLD	REL	BC	12/30/2024	12/30/2024	P	

INSPECTIONS SCHEDULED FROM 12/01/2024 TO 12/31/2024

PERMIT #	ISSUE DATE	LOCATION	TYPE	FEE	INSPECTION CODE EMP.	SCHED. DATE	COMP. DATE	RES.	COMMENTS
20241540	12/03/2024	702 ARROWHEAD DR	BSM		BLD RMC BC 12/30/2024 BLD RFR GH 12/11/2024 BLD REL GH 12/11/2024 BLD RMC GH 12/11/2024 BLD PLR PBF 12/11/2024	12/30/2024 12/11/2024 12/11/2024 12/11/2024 12/11/2024	12/30/2024 12/11/2024 12/11/2024 12/11/2024 12/11/2024	P P F F P	LISA@BMFMODELINGLLC.COM ROUGH ELECTRIC
20241543	12/09/2024	4534 W MILLBROOK CIR	PTO	PTO	FIN JP 12/20/2024	12/26/2024	12/26/2024	P	ROUGH MECHANICAL
20241545	12/11/2024	545 TIMBER OAK LN	SFD	SUN	FTG JP 12/17/2024	12/17/2024	12/17/2024	P	PAVER PATIO ELIE 331-223-1977
				SUN	FOU JP 12/27/2024			P	MW
20241548	12/06/2024	207 SPRUCE CT	FNC	FNC	PHF JP 12/10/2024	12/10/2024	12/10/2024	P	MW
20241551	12/04/2024	246 WALSH CIR	ROF	ROF	ROF JP 12/09/2024	12/09/2024	12/09/2024	P	TYRELL 630-608-9688
20241558	12/17/2024	3153 PINWOOD DR	ROF	ROF	ROF JP 12/20/2024	12/20/2024	12/20/2024	P	JOHN 630-881-7106
20241559	12/09/2024	911 HAMPTON LN	ROF	ROF	ROF JP 12/26/2024	12/26/2024	12/26/2024	P	DANIEL 786-370-9053
20241563	12/12/2024	2845 MCLELLAN BLVD	SFD	GR1	FTG BC 12/18/2024	12/18/2024	12/18/2024	P	MW
				GR1	FOU GH 12/30/2024	12/30/2024	12/30/2024	P	MW
20241568	12/12/2024	847 GREENFIELD TURN	FNC	FNC	PHF JP 12/18/2024	12/18/2024	12/18/2024	P	STEPHANIE - 708-964-7062
				FNC	FIN JP 12/20/2024	12/20/2024	12/20/2024	P	FENCE - STEPHANIE - 708-964-7062
20241570	12/09/2024	2483 WAVERLY CIR	BSM	BLD	RFR BC 12/27/2024	12/27/2024	12/27/2024	P	BASEMENT CLEAN EDGE 630-364-0224
				BLD	REL BC 12/27/2024	12/27/2024	12/27/2024	P	
				BLD	RMC BC 12/27/2024	12/27/2024	12/27/2024	P	
				BLD	PLR PBF 12/27/2024			P	SERVICE@CLEANEDGECONSTRUCTION.COM 630-364-0224 **PLEASE CALL WHEN ON YOUR WAY**
				BLD	INS GH 12/30/2024	12/30/2024	12/30/2024	P	CLEAN EDGE 630-364-0224
20241571	12/16/2024	424 SUTTON ST	ROF	ROF	ROF JP 12/17/2024	12/17/2024	12/17/2024	P	PAUL - 224-543-8556
20241573	12/19/2024	2005 CONEFLOWER CT	FNC	FNC	PHF JP 12/27/2024	12/27/2024	12/27/2024	P	MARIA
20241580	12/16/2024	213 LEISURE ST	FNC	FNC	PHF JP 12/20/2024	12/20/2024	12/20/2024	F	STEPHANIE - 708-964-7062 ELECTRIC WIR E damaged during dig, crew left unfinish ed

DATE: 01/02/2025
TIME: 09:16:28
ID: PT440000.WOW

UNITED CITY OF YORKVILLE
INSPECTION REPORT

PAGE: 14

INSPECTIONS SCHEDULED FROM 12/01/2024 TO 12/31/2024

PERMIT #	ISSUE DATE	LOCATION	TYPE	FEE	INSPECTION CODE EMP.	SCHED. DATE	COMP. DATE	RES.	COMMENTS
20241584	12/17/2024	3234 LEHMAN CROSSING	FNC	FNC	PHF JP	12/19/2024	12/19/2024	P	
									KRIS - 815-834-1200
					FNC FIN JP	12/20/2024	12/20/2024	P	
									FENCE
20241587		202 SPRUCE CT	FNC	FNC	PHF JP	12/26/2024	12/26/2024	P	
									TIKA HAAKE 630-440-1244

INSPECTIONS SCHEDULED FROM 12/01/2024 TO 12/31/2024

PERMIT #	ISSUE DATE	LOCATION	TYPE	FEE	INSPECTION CODE EMP.	SCHED. DATE	COMP. DATE	RES.	COMMENTS

PERMIT TYPE SUMMARY:		ADD ADDITION			6				
		BDO COMMERCIAL BUILD-OUT			6				
		BSM BASEMENT REMODEL			49				
		CCO COMMERCIAL OCCUPANCY PERMIT			1				
		CRM COMMERCIAL REMODEL			6				
		ELE ELECTRIC			1				
		ESS BATTERY ENERGY STORAGE SYSTEMS			2				
		FNC FENCE			23				
		MF MULTI-FAMILY (APARTMENT/CONDO)			4				
		PTO PATIO / PAVERS			1				
		REM REMODEL			10				
		REP REPAIR			1				
		ROF ROOFING			8				
		SFA SINGLE-FAMILY ATTACHED			10				
		SFD SINGLE-FAMILY DETACHED			197				
		SGN SIGN			1				
		SOL SOLAR PANELS			29				
		SPA SAUNA / HOT TUB			2				
		WIN WINDOW REPLACEMENT			3				
INSPECTION SUMMARY:		ABC ABOVE CEILING			3				
		BG BASEMENT AND GARAGE FLOOR			1				
		BKF BACKFILL			10				
		BSM BASEMENT FLOOR			3				
		EFL ENGINEERING FINAL SITE			18				
		ELS ELECTRIC SERVICE			1				
		ESW SEWER / WATER			3				
		FEL FINAL ELECTRIC			39				
		FIN FINAL INSPECTION			53				
		FMC FINAL MECHANICAL			25				
		FOU FOUNDATION			13				
		FTG FOOTING			13				
		GAR GARAGE FLOOR			2				
		GPL GREEN PLATE INSPECTION			7				
		INS INSULATION			10				
		MIS MISCELLANEOUS			1				
		OCC OCCUPANCY INSPECTION			3				
		PHF POST HOLE - FENCE			15				
		PLF PLUMBING - FINAL OSR READY			22				
		PLR PLUMBING - ROUGH			9				
		PLU PLUMBING - UNDERSLAB			12				
		PPS PRE-POUR, SLAB ON GRADE			3				
		REI REINSPECTION			34				
		REL ROUGH ELECTRICAL			12				
		RFR ROUGH FRAMING RESCHECK SFD SFA			19				
		RMC ROUGH MECHANICAL			11				
		ROF ROOF UNDERLAYMENT ICE & WATER			6				

INSPECTIONS SCHEDULED FROM 12/01/2024 TO 12/31/2024

PERMIT #	ISSUE DATE	LOCATION	TYPE	FEE	INSPECTION CODE EMP.	SCHED. DATE	COMP. DATE	RES.	COMMENTS

		STP STOOPS			3				
		WAT WATER			9				
INSPECTOR SUMMARY:		BC BOB CREADEUR			93				
		BF B&F INSPECTOR CODE SERVICE			23				
		BKF BRISTOL KENDALL FIRE DEPT			1				
		DB DARRELL BUSCH			1				
		GH GINA HASTINGS			76				
		GS GEORGE STEFFENS			12				
		JB JON BAUER			1				
		JP JOHN PETRAGALLO			78				
		PBF PLUMBER			43				
		PR PETER RATOS			29				
		PW			3				
STATUS SUMMARY:	A	JP			1				
	C	BC			16				
	C	BF			4				
	C	GH			2				
	C	GS			1				
	C	JP			18				
	C	PBF			2				
	C	PR			4				
	I	BC			68				
	I	BF			19				
	I	BKF			1				
	I	DB			1				
	I	GH			52				
	I	GS			2				
	I	JB			1				
	I	JP			56				
	I	PBF			33				
	I	PR			24				
	I	PW			2				
	T	BC			9				
	T	GH			22				
	T	GS			9				
	T	JP			3				
	T	PBF			8				
	T	PR			1				
	T	PW			1				
REPORT SUMMARY:					360				



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

Agenda Item Number

New Business #3

Tracking Number

EDC 2025-13

Agenda Item Summary Memo

Title: Property Maintenance Report for December 2024

Meeting and Date: Economic Development Committee – February 4, 2025

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: Pete Ratos Community Development
Name Department

Agenda Item Notes:



Memorandum

To: Economic Development Committee
From: Pete Ratos, Code Official
CC: Bart Olson, Krysti Barksdale-Noble, Jori Behland
Date January 2, 2025
Subject: December Property Maintenance

Property Maintenance Adjudication Report December 2024

There was 1 case heard in December 2024:

12-02-2024

N 5841 1100 Block of Hampton Ln Tampering with city water supply Liable \$150.00



Case Report

12/01/2024 - 12/31/2024

Case #	Case Date	ADDRESS OF COMPLAINT	TYPE OF VIOLATION	STATUS	VIOLATION LETTER SENT	FOLLOW UP STATUS	CITATION ISSUED	DATE OF HEARING	POSTED	FINDINGS	PUBLIC WORKS TO MOW
20240178	12/19/2024	2800 Blk McLellan	Littering	CLOSED							
20240177	12/19/2024	305 Colton	Parking on Unapproved Location	IN VIOLATION							
20240176	12/3/2024	1203 Badger	Zoning Violation	PENDING							
20240175	12/2/2024	210 S Bridge St	Garbage/Refuse	CLOSED							

Total Records: 4

1/2/2025



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

New Business #4

Tracking Number

EDC 2025-14

Agenda Item Summary Memo

Title: Economic Development Report for January 2025

Meeting and Date: Economic Development Committee – February 4, 2025

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



651 Prairie Pointe Drive • Yorkville, Illinois • 60560

Phone 630-209-7151

Monthly Report – February 2025 EDC Meeting of the United City of Yorkville

January 2025 Activity New Development:

- **Complete Medical Recovery (CMR) – 129 Commercial Drive. Unit 9 – Yorkville Business Center:** Dr. Eric Andersen is leading an outstanding group of medical providers, in a relocation and expansion for their businesses. This group currently practices at 1949 S Bridge Street (Fountain Village Center) in 2,300 square feet of space. They purchased their new 12,300 square foot, two-story space, on January 6, 2025. There will be a 1,000 square foot fitness studio on the first floor that will open on March 15th; this is new to their practice. All of the medical providers will move into the new expanded location on May 1st, 2025. These include Walton Chiropractic, A Touch of Ginger, Complete Muscle Recovery, Complete Medical Recovery, Complete Mind Recovery and Complete Medical Radiance. They will also offer access to an infrared sauna, hyperbaric chamber, and a retail store for purchase of supplements. You can learn more amount this practice by visiting their website www.cmrhealthgroup.com
- **Valentino's – 600 E. Veterans Parkway – Heartland Center:** Valentino's Italian Restaurant is focusing on opening in mid-February 2025. Yorkville resident, business owner, and Chef Joe Poretta is developing a menu that will offer a variety of both classic and new Italian dishes. The space will offer a relaxed family-style atmosphere, and will also offer areas to host special events. This location was the former home to Silver Fox Bar & Grill.
- **The District Salon Suites, A Collection of Industry Professionals – 201 W. Hydraulic:** Katie Ash entrepreneur and owner of Salon Social in downtown Yorkville, is opening an additional new business in the former Yorkville Parks and Rec building. The Williams Group purchased this building from the City in September 2024. The District Salon Suites will occupy the nearly 4,000 square foot space, and will open around July 1st, 2025. The building will be a fully renovated facility with 15-17 luxury salon suites on site. The District will house those stylists that have graduated from commission salons. These are individuals who have spent years building a clientele that can now support self-employment.

January 2025 Previously Reported Updates:

- **Tropical Smoothie Café – 110 W Veterans Parkway – Yorkville Plaza (Walgreens Center):** Sam & Bhavesh Patel will open their 4th Tropical Smoothie Café in this 1,600 square foot space in Yorkville. The business opened on January 8, 2025. Their other locations are in St. Charles, Elgin & Huntley. This national franchise was first opened in 1997. Tropical Smoothie Café offers fresh and healthy made-to-order smoothies, wraps, sandwiches, flatbreads and bowls that instantly boost your mood. Typical hours are 7AM to 9PM.
- **Tri-County Property Management – 308 N Bridge Street:** Partners Mike Russ and Jason Aloissio purchased this building in Yorkville, and plan to open an office for their property management company, in early 2025. This company offers many services for both residential and commercial building owners. Their services include everything from accounting, to managing both occupied units and vacancies. You can learn more amount this company by visiting their website www.tcpm.com
- **Living Rite Psychiatry Office – 215 Hillcrest Ave, Suite C:** Living Rite is in the process of opening a second office in Yorkville. They currently operate a Therapy Office at 924 N Bridge Street. This psychiatry office is being relocated to Yorkville from Sycamore. They hope to be fully moved into this office by February 2025.
- **D Construction – 1304 Sunset, Suite E:** This company is well known as a major road building company. D Construction has opened a construction office in Yorkville to provide support for the many projects that they are involved with, in the Yorkville area. The office is now open.
- **Primary Maintenance LLC – 1111 S. Bridge:** Yorkville resident Jon Beushausen has relocated and expanded his property maintenance company from 1304 Game Farm Road, to this location on Bridge Street. This new location is approximately 2,500 square feet. This office is now open.
- **Hofmann Fluid Power – 109 Beaver Street – Fox Industrial Park:** John Hofmann relocated his business to Yorkville in 2020 at 210 Beaver. Now John has purchase 109 Beaver Street. He plans on expanding into the former "Meadowvale" building, and most recently "Seal School"; in early 2025. The new building is 30,000 square feet in size.
- **Kharisma's Kuddles – 104 E. Schoolhouse Rd:** Kharisma Benard will open a daycare for children ages 2 to 6, and also offer before and after school care for elementary school children, at this location. She is going through approvals with DCFS at this time, and hopes to be open later this year
- **Triple T Express Car Wash - 1981 S. Bridge Street – Fountain Village Development:** Local residents Allison and Steve English have applied for a building permit to construct a new free-standing tunnel car wash, just north of Walgreens. This will be the first car wash on Yorkville's "south-side". A tunnel car wash is automated car wash that uses belts to move a vehicle through a series of cleaning stations. They are hopeful to begin construction in early 2025, and have this business open in late 2025.
- **Opal Banquets & New Hotel – 577 E Kendall Drive – Kendall Crossing:** Hotel owner Sonny Shah is preparing to apply for a building permit to complete his project at Kendall Crossing. The foundation for this building was made back in 2019. At this time, the plan includes a first-floor banquet center that will accommodate 450 guests, a small restaurant and bar that will be open to the public, a second-floor roof top bar, and 4 additional floors of hotel rooms. The hotel "flag" is HYATT STUDIOS. This hotel type is a new offering for the "Hyatt" brand, and the first of these offerings will open in 2025 nationwide. Construction has begun, and the goal is an opening by Dec 31, 2025.
- **Children's Courtyard – 708 E Veterans Parkway – Heartland Center:** Children's Courtyard is owned by the Learning Care Group, which is the second largest early education and childcare operator in the US. They have a total of 11 childcare center brands. Yorkville will be a Children's Courtyard, which specializes in offering an active learning experience. This building was formerly, The Heartland School. The new school will create 30 new jobs and serve approximately 170 students. The building will undergo a complete interior renovation, adding state of the art equipment, and upgrading of the playground. The reason that they have not been able to open their new location, is that the site has to be certified by the State of Illinois. This process is very time intensive. Director Jessica Wathen hopes to open in early 2025. You can learn more by visiting their website <https://www.childrenscourtyard.com>
- **QuikTrip – Located at the northeast corner of Routes 47 and 71:** This is the new developer/business who has purchase this property. QuikTrip is new to Illinois, but NOT a new company. It is a privately held company that was founded in 1958 and is based in Tulsa, Oklahoma. QuikTrip has grown to more than an \$11 billion company, with more than 900 stores in 14 states. They have over 24,000 employees nationwide. Construction is slated to begin shortly. Demo began on January 13th, 2025. Opening of Yorkville's QuikTrip is slotted for late 2025.
- **Continue working with a variety of other potential business owners.** There are a variety of parties doing due diligence on space to lease and buildings and land to purchase. Information will be forthcoming.

Respectfully submitted,
Lynn Dubajic Kellogg
651 Prairie Pointe Drive
Yorkville, IL 60560
lynn@dlkllc.com
630-209-7151 cell



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

Agenda Item Number

New Business #5

Tracking Number

EDC 2025-15

Agenda Item Summary Memo

Title: Foreclosure Tracking Report

Meeting and Date: Economic Development Committee – February 4, 2025

Synopsis: Annual update on newly filed foreclosures from calendar year 2024.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: Krysti Barksdale-Noble Community Development
Name Department

Agenda Item Notes:



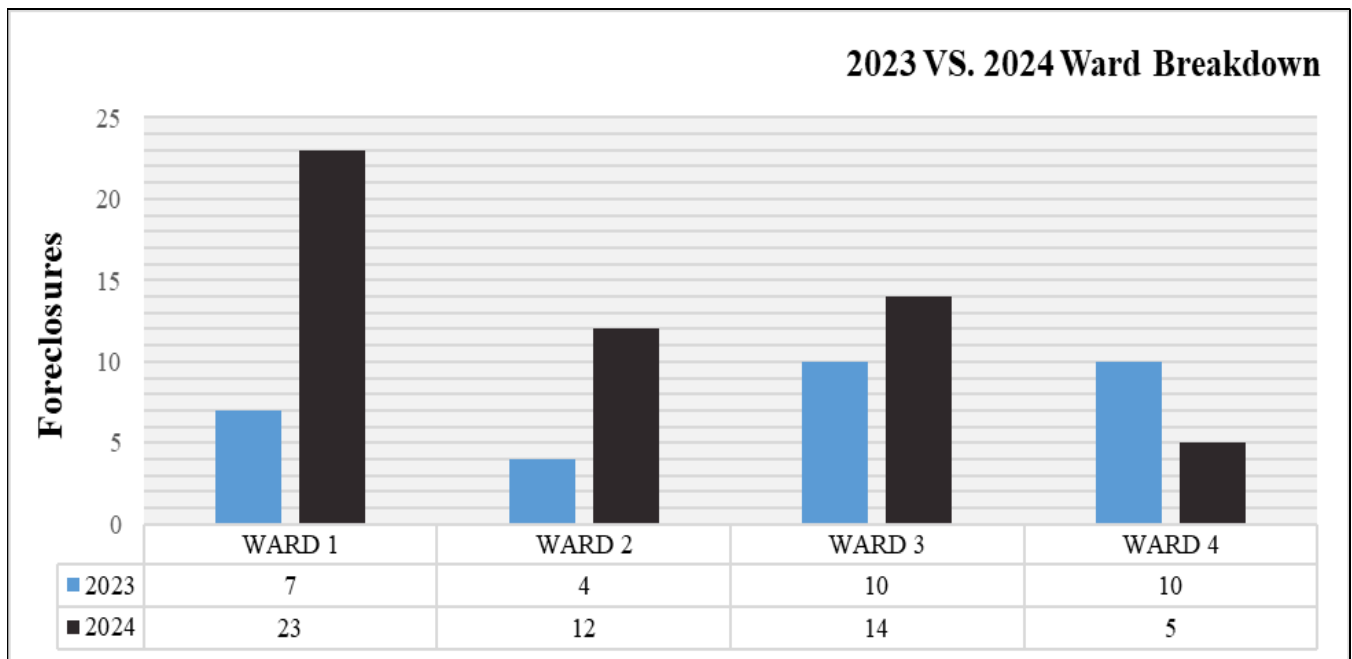
Memorandum

To: Economic Development Committee
From: Alexandria Sandoval, Community Development Intern
CC: Bart Olson, Administrator
Krysti Barksdale-Noble, Community Development Director
Date: December 27, 2024
Subject: Foreclosure Report Update 2024

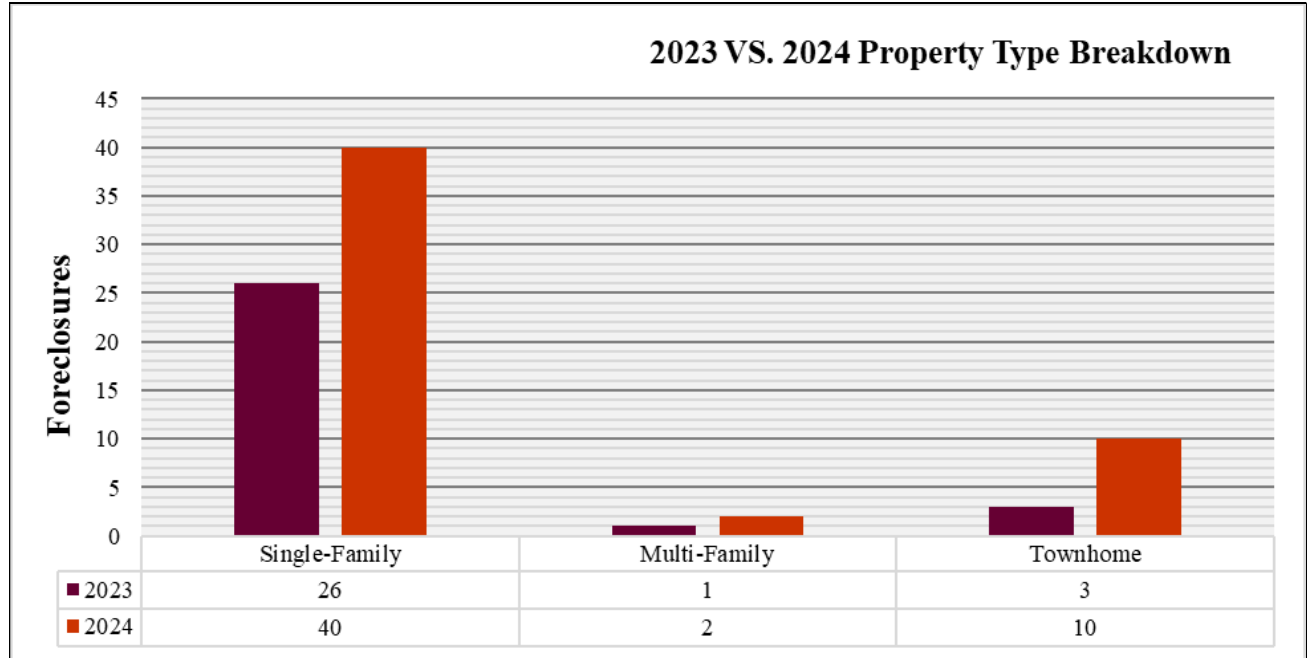
SUMMARY

Below is the foreclosure comparison from calendar year 2024. These results are compared to the same months for 2023, and all data is provided by <http://www.public-record.com>. Based on these results, the total number of foreclosures increased from 31 in CY 2023 to 54 in CY 2024. The following graphs illustrate the trend in foreclosures for 2023 and 2024. It also breaks down the number of foreclosures by ward, subdivision, and residential property type (single-family, townhome, multi-family).

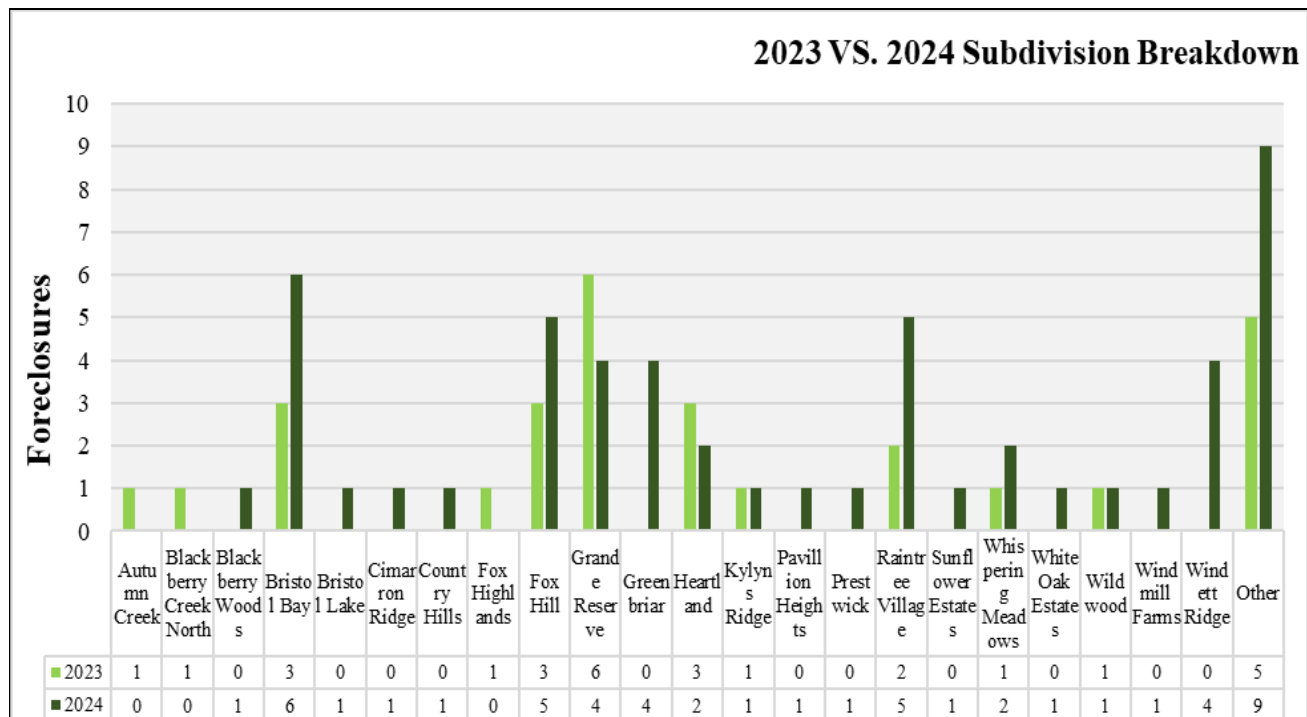
WARD BREAKDOWN



RESIDENTIAL PROPERTY TYPE BREAKDOWN



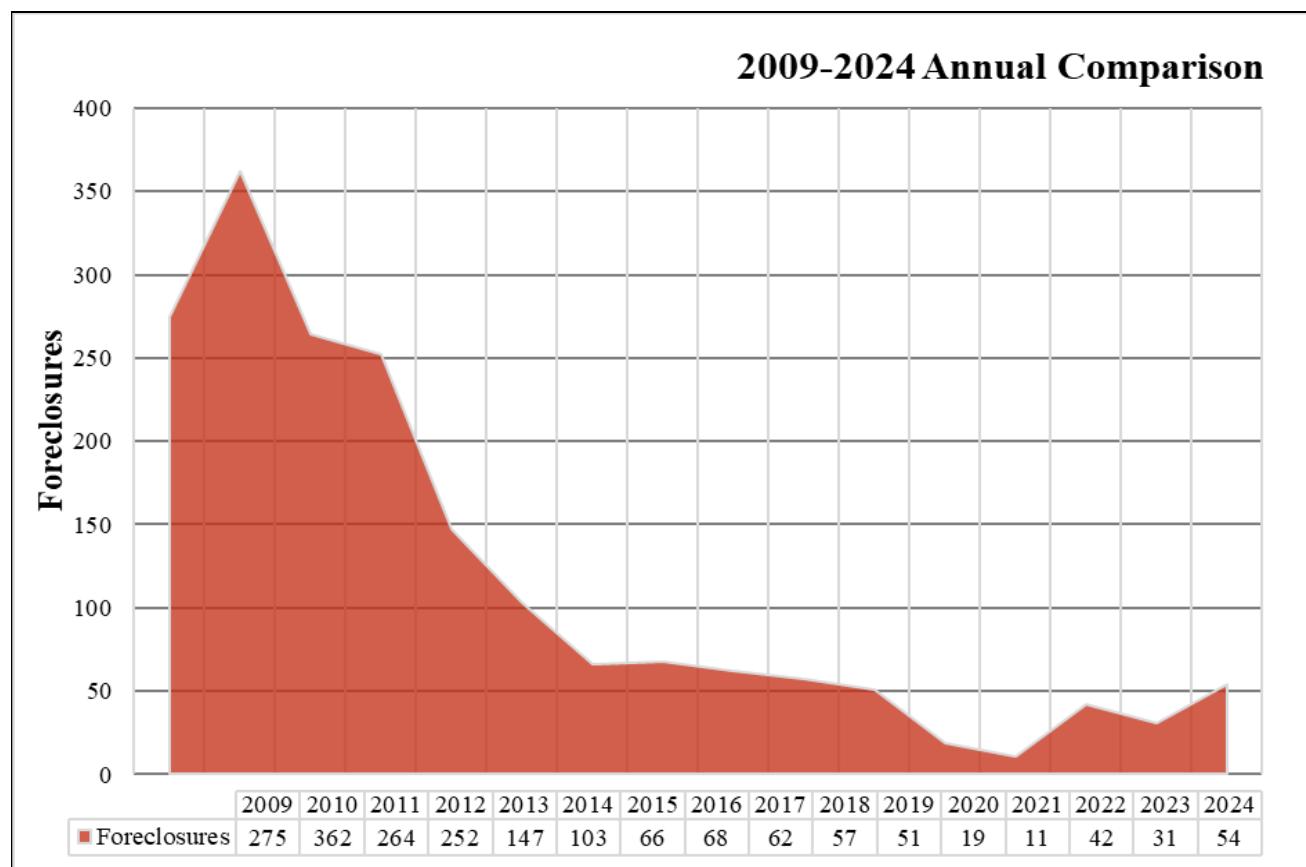
SUBDIVISION BREAKDOWN



FUTURE TRENDS

According to the Q3 2024 U.S. Foreclosure Market Report from ATTOM, parent company of RealtyTrac (<https://www.attomdata.com/news/market-trends/foreclosures/attom-q3-and-september-2023-u-s-foreclosure-market-report/>), Illinois once again had high concentrations of the most at-risk markets in the country, including Kendall County as one of the most at-risk counties. Illinois has a newly filed foreclosure rate of 1 in every 3,398 homes (down from 1 in every 873 homes in 2023). Nationally, the U.S. housing market experienced a slight increase in foreclosures, with a 4% increase from the previous quarter and 11% decrease from last year.

Illinois ranks #9 of all states in foreclosure filings. While making predictions on such a small sample size in Yorkville is difficult, the report highlighted Kendall county as a high-risk county. Based on this assessment, it is likely that foreclosure rates in Yorkville will continue to increase in 2025. As illustrated in the annual comparison below, 2024 saw the sixth highest number of new foreclosure filings over the past decade.





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"/>

Agenda Item Number

New Business #6

Tracking Number

EDC 2025-16

Agenda Item Summary Memo

Title: Kendall County Intergovernmental Agreement Renewal – Inspection Services

Meeting and Date: Economic Development Committee – February 4, 2025

Synopsis: Annual renewal of the Intergovernmental Agreement between the United City of Yorkville and Kendall County related to building & plumbing inspection services.

Council Action Previously Taken:

Date of Action: EDC – 2/13/24 Action Taken: Approval of Renewed Agreement

Item Number: EDC 2024-13

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti J. Barksdale-Noble Community Development
Name Department

Agenda Item Notes:



Memorandum

To: Economic Development Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Pete Ratos, Building Code Official
Date: January 17, 2025
Subject: **Renewed Kendall County Intergovernmental Agreement**
Reciprocal Building Inspection and Plumbing Inspection Services

Summary

In May 2013, the City approved Resolution 2013-13 which executed an intergovernmental agreement between the City of Yorkville and Kendall County for shared building inspection services, on an as need basis, for a term of three (3) years. And in 2014, the City approved an amendment to the agreement which added shared plumbing services via Resolution 2014-34 and a renewal to this agreement was approved in March 2016 via Resolution 2016-08; Resolution 2017-15 in March 2017; Resolution 2018-05 in March 2018; Resolution 2019-11 in March 2019; Resolution 2020-08 in March 2020; Resolution 2021-05; and Resolution 2023-04. Each extending the reciprocal service for an additional year. Last year's agreement renewal was approved via Res. 2024-10.

Although the City now outsources a portion of its inspection services to B&F, staff feels this arrangement has worked very well for both the County and the City over the last twelve (12) years. The following chart illustrates the number of reciprocal inspections conducted by each governmental entity for calendar years from 2016 to 2024:

	2016	2017	2018	2019	2020	2021	2022	2023	2024
Kendall County inspections conducted by City	148	23	40	5	3	10	70	38	27
City inspections conducted by Kendall County	58	11	0	0	0	0	7	0	0

Since the existing agreement is set to expire on February 13, 2025, the proposed attached draft agreement is intended to continue the existing shared services agreement for an additional year with an option to renew annually upon written agreement between the City and the County.

Proposed Agreement

The basic substance of the agreement offers substitute inspection services for the City of Yorkville and Kendall County should the Code Officials of the respective government agencies be on vacation or otherwise unavailable to conduct their normal duties.

The agreement, which is on an as need basis, consists of the following services when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electrical service inspections; insulation inspections; roofing inspections and final inspections. In addition to these services, the agreement also includes rough plumbing and final plumbing inspections but does not include plan review or permit approval of plumbing work.

Staff Comments/Recommendation

Both Yorkville's Building Department staff and Kendall County's Building Department believe that this back-up for inspection services is beneficial. Therefore, we support the extension of the agreement for an additional year. Kendall County's Planning Building and Zoning Committee (PB&Z) will be reviewing this proposed amendment in within the next month, as well. Should you have any specific questions regarding the attached proposal; staff will be available at Tuesday night's meeting.

Attachments

1. Draft Resolution
2. Draft Yorkville-Kendall County Intergovernmental Agreement
3. Resolution 2024-10

Resolution No. _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN THE UNITED CITY
OF YORKVILLE AND KENDALL COUNTY**

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

Section 1. That the *Intergovernmental Agreement for Reciprocal Building Inspections
Services Between Kendall County, Illinois and the United City of Yorkville, Illinois - 2025*,
attached hereto and made a part hereof by reference as Exhibit A, is hereby approved, and John
Purcell, Mayor, and Jori Behland, City Clerk, be and are hereby authorized to execute said
agreement on behalf of the United City of Yorkville.

Section 2. 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

Exhibit A
INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING
INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS
AND THE UNITED CITY OF YORKVILLE, ILLINOIS - 2025

THIS INTERGOVERNMENTAL AGREEMENT (“*the Agreement*”) by and between the County of Kendall, a unit of local government of the State of Illinois (“*Kendall County*”) and the United City of Yorkville, Kendall County, Illinois (the “*City*”) a municipal corporation of the State of Illinois, is as follows:

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the City and Kendall County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), the County and City (collectively referred to as the “*Parties*”) are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and

WHEREAS, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2.

- a. The Parties agree that Kendall County Code Official Brian Holdiman and the United City of Yorkville Building Code Official Peter Ratos shall perform the following services on the other party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.
- b. The Parties agree that the United City of Yorkville Building Code Official Peter Ratos may, in his discretion, perform plumbing inspections on Kendall County's behalf when requested. In instances where Ratos performs plumbing inspections and finds

violations and a code enforcement action is required in court or administrative adjudication, Ratos may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratos attend an administrative or court hearing in regard to violations, then he shall be given reasonable notice of no less than fourteen (14) days for such hearing and he shall attend as requested.

Section 3. The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval, and; initial site inspections prior to a permit being issued.

Section 4. Upon request, the Parties agree to coordinate and assist each other in the parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

- a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2(a) for their respective jurisdiction; and/or
- b. If Kendall County Code Official Holdiman or City Building Code Official has a conflict of interest in performing one or more of the inspections set forth in Section 2(a) for their respective jurisdiction; and/or
- c. If the Kendall County Plumbing Contractor is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform plumbing inspections for his or her respective jurisdiction; and/or
- d. If the Kendall County Plumbing Contractor has a conflict of interest in performing plumbing inspections for his or her respective jurisdiction.

For purposes of this Agreement, the party requesting assistance shall be referred to as “the home jurisdiction” and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as “the visiting inspector”.

Section 5. In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

Section 6. When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the Kendall County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by Kendall County at the time of the inspection.

Section 7. When a home jurisdiction requests the visiting inspector’s assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours’ notice when there is a foreseeable need for the other party’s inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector’s services are needed pursuant to Section 4.

Section 8. Inspections must be completed using the proper jurisdiction’s forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector

and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

Section 9. Neither the City nor Kendall County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of the other party.

Section 10. There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

Section 11. When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use their own equipment, tools and vehicles, and the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

Section 12. The City and Kendall County shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the inspections to be performed by the other party under this agreement. As such,

when the City performs an inspection for Kendall County, the City will defend with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County as set forth above relating to the City's and the City Building Code Official's actions in the performance of their duties under this Agreement. When Kendall County performs an inspection for the City, Kendall County will defend with counsel of the City's own choosing, indemnify and hold harmless the City as set forth above relating to Kendall County's and the County Code Official's actions in the performance of their duties under this Agreement.

Section 13. Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or Kendall County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

Section 14. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements.

Section 15. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this

Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 16. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt:

If to the County: Director
 Kendall County Planning, Building & Zoning
 111 West Fox Street
 Yorkville, Illinois 60560
 Fax: 630-553-4179

 With copy to:
 Kendall County State's Attorney
 807 John Street
 Yorkville, Illinois, 60560
 Fax: 630-553-4204

If to the City: Community Development Director
 United City of Yorkville Building Safety and Zoning
 651 Prairie Pointe Drive
 Yorkville, Illinois 60560
 Fax: 630-553-7264

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

Section 17. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Section 18. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except

as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

Section 19. Nothing contained in this Agreement, nor any act of Kendall County or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the City. Further, nothing in this agreement should be interpreted to give Kendall County or the City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 20. When performing inspections under the terms of this Agreement, Kendall County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or Kendall County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

Section 21. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below: (a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 (or its equivalent) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall

apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (b) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage; (c) Workers' Compensation: as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If the Jurisdiction maintains broader coverage and/or higher limits than the minimums shown above, the both Jurisdictions require and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to both Jurisdictions. The insurance policies are to contain, or be endorsed to contain, the following provisions: (a) Additional Insured Status-Both jurisdictions, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the jurisdiction including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the jurisdiction's insurance; (b) Notice of Cancellation-Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity; (c) Verification of Coverage-Each Jurisdiction shall furnish the other with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to other before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the other's obligation to provide them.

Each Jurisdiction reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Section 22. This Agreement shall be in full force and effect for a period of one (1) year from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.

Section 23. Either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party's duties as laid out herein. For the purpose of this agreement, "bad faith" is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if Kendall County Code Official Brian Holdiman's or City Building Code Official Pete Ratosh's employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

Section 24. The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits, and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

Section 25. Kendall County and the City each hereby warrant and represent that their

respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the date below in the United City of Yorkville, Illinois.

County of Kendall, a unit of local government
of the State of Illinois

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

By: _____
Chair, Kendall County Board

By: _____
Mayor

Date: _____

Date: _____

Attest:

Attest:

County Clerk

City Clerk

Resolution No. 2024-10

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN THE UNITED CITY
OF YORKVILLE AND KENDALL COUNTY**

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

Section 1: That the *Intergovernmental Agreement for Reciprocal Building Inspections
Services Between Kendall County, Illinois and the United City of Yorkville, Illinois - 2024*,
attached hereto and made a part hereof by reference as Exhibit A, is hereby approved, and John
Purcell, Mayor, and Jori Behland, City Clerk, be and are hereby authorized to execute said
agreement on behalf of the United City of Yorkville.

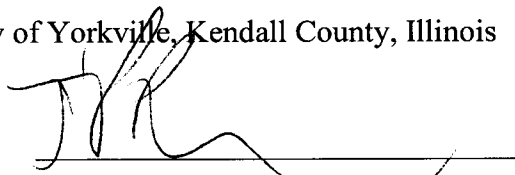
Section 2: This Resolution shall be in full force and effect upon its passage and approval
as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this
13th 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	AYE	RUSTY CORNEILS	AYE

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois
this 16th day of February, A.D. 2024.


MAYOR

COUNTY OF KENDALL, ILLINOIS
RESOLUTION 2024-Db

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN
KENDALL COUNTY, ILLINOIS AND THE UNITED CITY OF YORKVILLE,
ILLINOIS**

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, Kendall County and the United City of Yorkville are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), Kendall County and the United City of Yorkville are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, Kendall County and the United City of Yorkville wish to share their resources and assist each other in the performance of building inspections.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby approves the *Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and the United City of Yorkville, Illinois*, which is attached hereto and made a part hereof by reference as Exhibit A; and

BE IT FURTHER RESOLVED that the Kendall County Board Chairman is hereby authorized to execute said intergovernmental agreement on behalf of Kendall County.

Approved and adopted by the County Board of Kendall County, Illinois, this 20th day of February, 2024.

Board Chairman Signature:

Attest:



Matt Kellogg, Chairman
County Board



Debbie Gillette
County Clerk

Exhibit A
**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING
INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS
AND THE UNITED CITY OF YORKVILLE, ILLINOIS - 2024**

THIS INTERGOVERNMENTAL AGREEMENT (*"the Agreement"*) by and between the County of Kendall, a unit of local government of the State of Illinois (*"Kendall County"*) and the United City of Yorkville, Kendall County, Illinois (the *"City"*) a municipal corporation of the State of Illinois, is as follows:

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the City and Kendall County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), the County and City (collectively referred to as the *"Parties"*) are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and

WHEREAS, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2.

- a. The Parties agree that Kendall County Code Official Brian Holdiman and the United City of Yorkville Building Code Official Peter Ratos shall perform the following services on the other party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.
- b. The Parties agree that the United City of Yorkville Building Code Official Peter Ratos may, in his discretion, perform plumbing inspections on Kendall County's behalf when requested. In instances where Ratos performs plumbing inspections and finds

violations and a code enforcement action is required in court or administrative adjudication, Ratos may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratos attend an administrative or court hearing in regard to violations, then he shall be given reasonable notice of no less than fourteen (14) days for such hearing and he shall attend as requested.

Section 3. The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval, and; initial site inspections prior to a permit being issued.

Section 4. Upon request, the Parties agree to coordinate and assist each other in the parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

- a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2(a) for their respective jurisdiction; and/or
- b. If Kendall County Code Official Holdiman or City Building Code Official has a conflict of interest in performing one or more of the inspections set forth in Section 2(a) for their respective jurisdiction; and/or
- c. If the Kendall County Plumbing Contractor is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform plumbing inspections for his or her respective jurisdiction; and/or
- d. If the Kendall County Plumbing Contractor has a conflict of interest in performing plumbing inspections for his or her respective jurisdiction.

For purposes of this Agreement, the party requesting assistance shall be referred to as “the home jurisdiction” and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as “the visiting inspector”.

Section 5. In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

Section 6. When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the Kendall County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by Kendall County at the time of the inspection.

Section 7. When a home jurisdiction requests the visiting inspector’s assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours’ notice when there is a foreseeable need for the other party’s inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector’s services are needed pursuant to Section 4.

Section 8. Inspections must be completed using the proper jurisdiction’s forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector

and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

Section 9. Neither the City nor Kendall County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of the other party.

Section 10. There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

Section 11. When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use their own equipment, tools and vehicles, and the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

Section 12. The City and Kendall County shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the inspections to be performed by the other party under this agreement. As such,

when the City performs an inspection for Kendall County, the City will defend with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County as set forth above relating to the City's and the City Building Code Official's actions in the performance of their duties under this Agreement. When Kendall County performs an inspection for the City, Kendall County will defend with counsel of the City's own choosing, indemnify and hold harmless the City as set forth above relating to Kendall County's and the County Code Official's actions in the performance of their duties under this Agreement.

Section 13. Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or Kendall County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

Section 14. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements.

Section 15. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this

Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 16. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt:

If to the County: Director
Kendall County Planning, Building & Zoning
111 West Fox Street, Room 203
Yorkville, Illinois 60560
Fax: 630-553-4179

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560
Fax: 630-553-4204

If to the City: Community Development Director
United City of Yorkville Building Safety and Zoning
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Fax: 630-553-7264

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

Section 17. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Section 18. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except

as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

Section 19. Nothing contained in this Agreement, nor any act of Kendall County or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the City. Further, nothing in this agreement should be interpreted to give Kendall County or the City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 20. When performing inspections under the terms of this Agreement, Kendall County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or Kendall County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

Section 21. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below: (a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 (or its equivalent) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall

apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (b) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage; (c) Workers' Compensation: as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If the Jurisdiction maintains broader coverage and/or higher limits than the minimums shown above, the both Jurisdictions require and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to both Jurisdictions. The insurance policies are to contain, or be endorsed to contain, the following provisions: (a) Additional Insured Status-Both jurisdictions, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the jurisdiction including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the jurisdiction's insurance; (b) Notice of Cancellation-Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity; (c) Verification of Coverage-Each Jurisdiction shall furnish the other with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to other before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the other's obligation to provide them.

Each Jurisdiction reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Section 22. This Agreement shall be in full force and effect for a period of one (1) year from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.

Section 23. Either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party's duties as laid out herein. For the purpose of this agreement, "bad faith" is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if Kendall County Code Official Brian Holdiman's or City Building Code Official Pete Ratos' employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

Section 24. The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits, and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

Section 25. Kendall County and the City each hereby warrant and represent that their

respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the date below in the United City of Yorkville, Illinois.

County of Kendall, a unit of local government
of the State of Illinois

By:


Chair, Kendall County Board

By:

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


Mayor

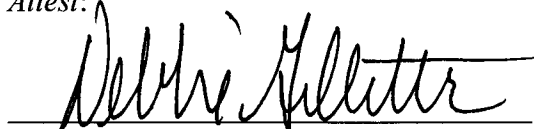
Date:

2/20/24

Date:

2/16/2024

Attest:


County Clerk

Attest:


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

New Business #7

Tracking Number

EDC 2025-17

Agenda Item Summary Memo

Title: Daniels, Malinski Yorkville Family, LLLP (DMYF, LLLP) – Loftus – Rezoning

Meeting and Date: Economic Development Committee – February 4, 2025

Synopsis: Request for rezoning approval for future data center land use.

Council Action Previously Taken:

Date of Action: CC – 4/11/23 Action Taken: Approved Annexation & Rezoning

Item Number: EDC 2023-05

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, post at 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



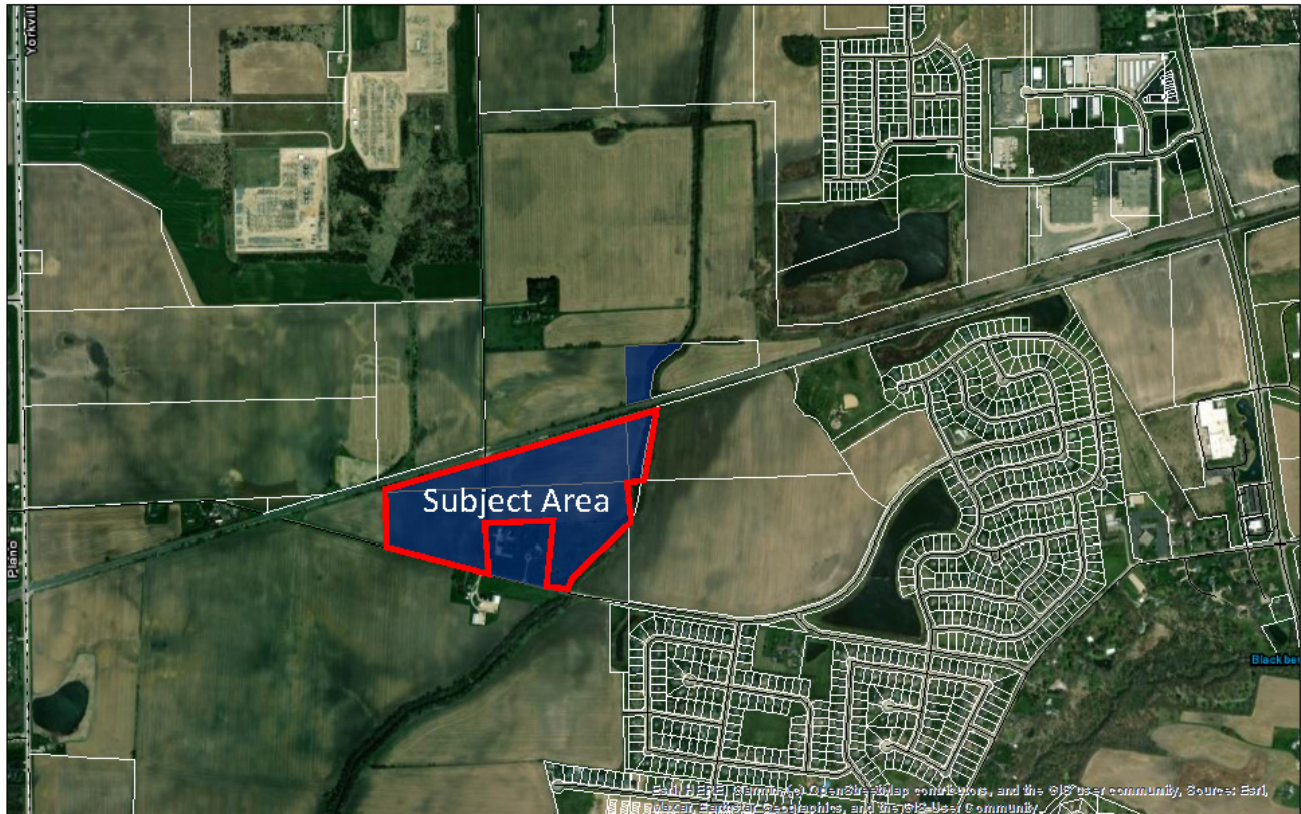
Memorandum

To: Economic Development Committee
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Planner I
David Hansen, Senior Planner
Date: January 30, 2025
Subject: **PZC 2025-01 DMYF Loftus (Daniels, Malinski Yorkville Family, LLLP)**
Request for Rezoning

SUMMARY:

An application for rezoning has been submitted by Drew Daniels, on behalf of Daniels Malinski Yorkville Family, LLLP, to the United City of Yorkville, Kendall County, Illinois. The request seeks a rezoning classification for a property consisting of two (2) parcels totaling approximately 53.7 acres, including parcel #02-18-400-006 and portions of parcels #02-19-200-001 and #02-17-300-002. This request, however, excludes an approximately 8-acre existing homestead owned by the Robert M. and Ildefonsa Loftus Living Trust.

The subject property is generally located north of Faxon Road, east of Beecher Road, and south of the Burlington Northern Santa Fe (BNSF) railroad, as shown below. The petitioner is seeking approval to rezone the property from A-1 Agricultural District to M-2 General Manufacturing District for the development of a future data center.



DMYF - LOFTUS

United City of Yorkville, Illinois

Date: December 18, 2024

File Location: I:\ARCGIS TEMPLATES\DMYF - LOFTUS



PROPERTY BACKGROUND:

[illegible][illegible]

REZONING REQUEST:

The petitioner is requesting a rezoning from A-1 Agricultural to M-2 General Manufacturing District to accommodate the future development of a proposed data center. Data centers are facilities that house networked computers, storage systems, and computing infrastructure, enabling organizations to collect, process, store, and distribute data. This rezoning aligns with the recent trend of annexation and/or rezoning within the northeast quadrant of Eldamain Road and US 34 in the City to the M-2 zoning district for potential data center developments.

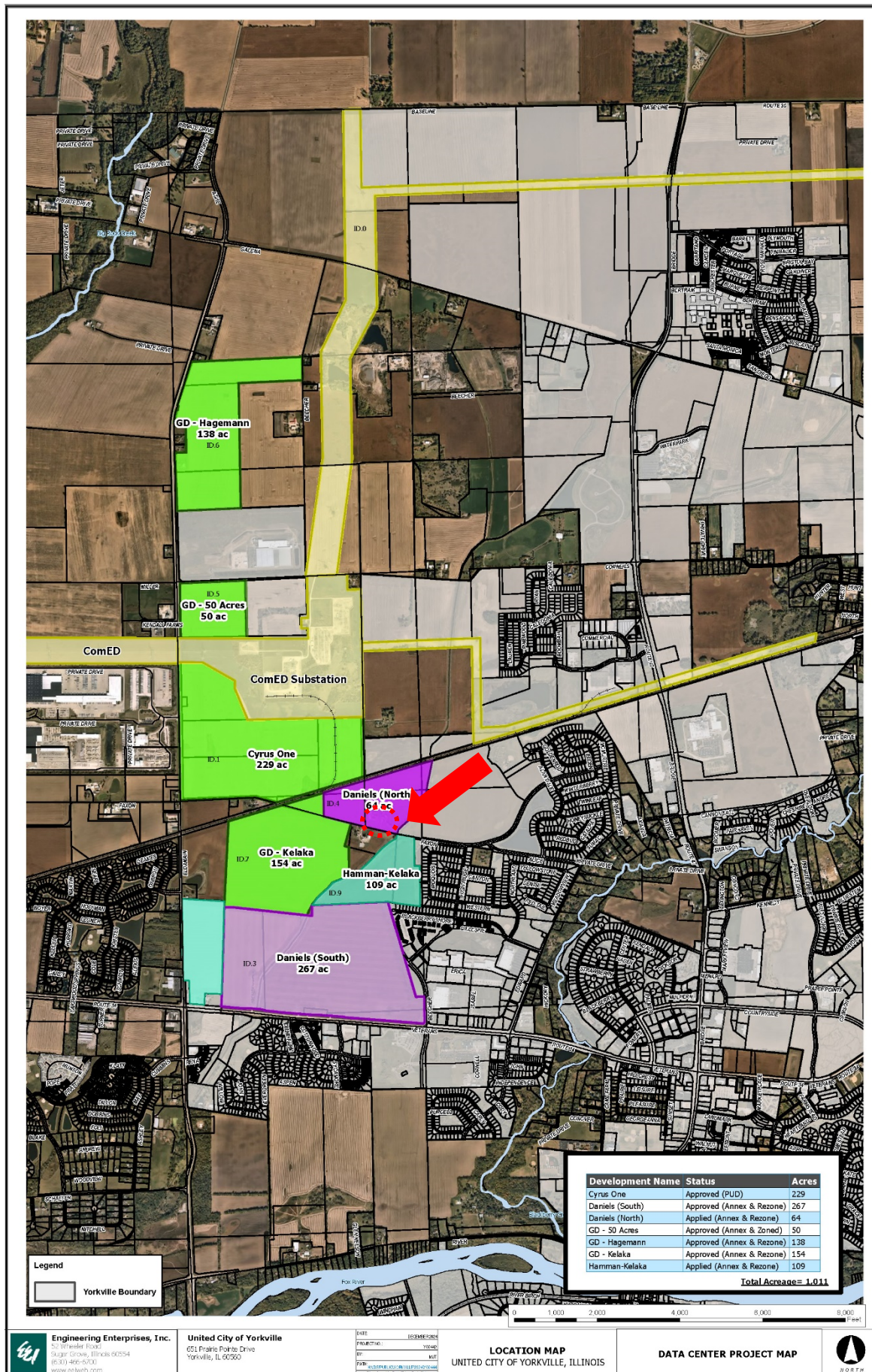
According to Section 10-3-6-F of the Yorkville Unified Development Ordinance (UDO), the M-2 General Manufacturing District is intended for manufacturing, industrial, and related uses that may produce more significant off-site impacts compared to the M-1 Limited Manufacturing District. This district is designed to ensure compatibility between industrial uses and nearby residential or commercial areas, while minimizing off-site impacts such as noise, traffic, and visual disturbances.

As outlined in Table 10-3-12(B) of the UDO, data centers are permitted land uses within the M-2 District. Additionally, the UDO includes specific rezoning standards that must be reviewed by all recommending bodies. The petitioner has provided responses addressing each of these standards in their application.

To evaluate the potential impact of the proposed rezoning and future use of the property, staff has prepared the following chart summarizing the current zoning and land uses of the surrounding area:

Zoning		Land Use
North	M-2 General Manufacturing District	Cyrus One (Data Center)
	A-1 Agricultural District – Special Use	Farmland (New Leaf Energy Solar Farm)
	Burlington Northern Santa Fe (BNSF) Railroad	Transportation Land Use
East	R-2 Single-Family Traditional Residence District	Farmland (Unit 3 Whispering Meadows)
South	Faxon Road	Transportation Land Use
	A-1 Agricultural District	Residential Homestead (Loftus)
	M-2 General Manufacturing District	Farmland (Kelaka – approved for data center)
	A-1 Agricultural District (Kendall County)	Farmland & Single- Family Residence
		Farmland (Hamman-Kelaka - proposed annexation & rezone to M-2 for future data center)
West	A-1 Agricultural District (Kendall County)	Farmland
	M-2 General Manufacturing District	Farmland (Kelaka – approved for data center)

If approved, the Loftus homestead will be surrounded by M-2 General Manufacturing zoning to the north, west, east, and potentially to the south (refer to Data Center Project Map on following page). According to the petitioner, previous discussions with the property owner have indicated there is consideration to sell the 8-acre homestead should a future data center development come to fruition.



BULK REGULATIONS/PLAT OF SUBDIVISION:

Per the Table 10-3-9(A) Bulk and Dimensional Standards, the following are the current M-2 General Business District and A-1 Agricultural District standards:

	M-2 Zoning Regulations	A-1 Zoning Regulations
Min. Lot Area	N/A	N/A
Front Yard Setback	25 feet	100 feet
Rear Yard Setback	N/A	N/A
Side Yard Setback	Min. 10% of lot width/Max. 20 feet	50 feet
Corner Yard Setback	Min. 10% of lot width/Max. 20 feet	N/A
Max. Lot Coverage	85%	N/A
Max. Building Height	N/A	80' Building/30' Dwelling

Upon approval of the rezoning, the petitioner will submit a plat of subdivision for the subject parcels to establish new lot lines and parcel numbers for the rezoned area. This process is intended to prevent “split zoning” on the existing Loftus parcel, which will remain zoned as A-1 Agricultural District.

Per Section 10-8-3D of the Unified Development Ordinance (UDO), titled *Lot Splits*, the Zoning Administrator is authorized to approve or deny lot consolidations or splits if the subdivision meets any one of the following conditions:

1. The split of a single lot into three (3) or fewer lots.
2. Subdivisions created solely for public rights-of-way or other public tracts of land.
3. Lot line or boundary adjustments to an existing filed Final Plat.
4. Correction of errors or omissions on a filed Final Plat, including legal description errors, typographical or mapping errors, lot identification errors, and surveyor corrections.

Since the petitioner is splitting parcel #02-19-200-001 into two (2) parcels—excluding approximately 8 acres for the Loftus homestead—staff will be able to administratively approve the lot split following City Council approval of the rezoning.

PROPOSED CONDITIONS FOR REZONING:

Below are proposed conditions for rezoning staff recommends related to the proposed future data center development which is consistent with provisions required for recently approved similarly situated data center projects. These recommendations will be considered as conditions to the rezoning request:

1. **BUFFER SETBACK/TRANSITION ZONE** – Due to the adjacency of the subject parcels to a future planned phase of a residential development (Unit 3 of Whispering Meadows) to the east, staff recommends that any data center development incorporate a minimum 100-foot landscaped buffer. This buffer should include elements such as vegetation, solid fencing, green walls, stormwater management areas, living groundcover, and/or turf to ensure effective visual screening and physical separation between the land uses. **The petitioner is in agreement with the required minimum 100-foot landscape buffer along the eastern boundary of the parcels to be rezoned.**
2. **SITE PLAN REVIEW** – Staff further recommends that any proposed development plan, regardless if it’s an outright permitted land use, 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 or issuance of a building permit on the Subject Property due to the subject parcels’ adjacency to a future planned phase of a residential development. **The petitioner is in agreement with the requirement for a site plan review before City Council prior to initiating development.**

THE COMPREHENSIVE PLAN:

The 2016 Comprehensive Plan Update designates these parcels as “Estate/Conservation Residential (ECR)” and “Metra Station Transit-Oriented Development (MTOD).” The ECR designation is intended to allow flexibility in residential design, accommodating low-density detached single-family housing while preserving sensitive environmental and scenic features. It also serves as a holding category for parcels unlikely to develop within the plan's 10-year horizon.

The MTOD designation guides the development of a commuter rail station district, with two potential locations identified: this parcel and the northeast corner of IL 47 and the BNSF railroad. At the time of the plan's update, the final location for the Metra station had not been determined. However, following public input, engineering studies, and a recommendation from Metra, the City Council approved the IL 47 location as the preferred site for the future Metra station in 2020.

The Comprehensive Plan also notes that while the land use map serves as a guide for future development and zoning decisions, it is intended to be adjusted when changing circumstances warrant a new planning direction for a specific area.

Due to the recent trend in rezoning and development in the area, the Cyrus One future data center campus to the north, Kelaka properties approved and requested annexation and/or rezoning to M-2 to the south/west and the DMYF, LLLP project pending approval to far south of the subject parcels, staff supports the proposed M-2 General Manufacturing District zoning for a future data center campus development with conditions. If approved for rezoning, the City will initiate an amendment to the Comprehensive Plan to reflect the new M-2 General Manufacturing zoning district. The subject property's future land use designation will be revised from "Estate/Conservation Residential (ECR)" and "Metra Station Transit-Oriented Development (MTOD)" 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.

While not adjacent, the subject parcels are located within 400 feet of existing residential land uses to the south east, the Kylyn's Ridge subdivision. Staff recommends the petitioner reach out to the homeowners' association (HOA) regarding the proposed future land use of the subject property prior to the Planning and Zoning Commission public hearing.

STAFF COMMENTS:

The request is tentatively set for a public hearing before the Planning and Zoning Commission on March 12, 2025, to consider rezoning. Staff and the petitioner are seeking feedback from the Economic Development Committee on this request prior to the public hearing.



Figure 4.3: Future Land Uses North of the Fox River

ATTACHMENTS:

1. Rezoning Application
2. Public Hearing Notice
3. Data Center Project Map
4. Plan Council memo dated January 6, 2025



United City of Yorkville 651
Prairie Pointe Drive
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR REZONING

INTENT AND PURPOSE

Rezoning is a type of map amendment which allows for the reclassification of a property's zoning district. A request for rezoning must not be arbitrary. There are several land use factors which are considered during the review process for a rezoning request including the suitability of surrounding land uses and zoning districts, local development trends, potential traffic impacts, and the overall public health and safety of the community.

This packet explains the process to successfully submit and complete an Application for Rezoning. It includes a detailed description of the process, outlines required submittal materials, and contains the application for rezoning.

For a complete explanation of what is legally required throughout the Special Use process, please refer to "Title 10, Chapter 4, Section 7: Amendments" of the Yorkville, Illinois City Code.

APPLICATION PROCEDURE

STEP

1

APPLICATION SUBMITTAL

SUBMIT APPLICATION, FEES, AND PLANS TO THE COMMUNITY DEVELOPMENT DEPT.

The following must be submitted:

- ☐ One (1) original signed and notarized application.
- ☐ Legal description of the property in Microsoft Word.
- ☐ Three (3) copies each of the exhibits, proposed drawings, location map, and site plan. All exhibits and plans must be an appropriate size for all details and descriptions to be legible.
- ☐ Appropriate application and filing fee. Checks may be written to the United City of Yorkville.
- ☐ Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.
- ☐ One (1) electronic copy (PDF) of all materials submitted including application and exhibits.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. An incomplete submittal could delay the scheduling of the project.

The petitioner is responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the City to cover these fees.

Once a submitted and complete, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.

STEP

2

PLAN COUNCIL

MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

The petitioner must present the proposed request to the Plan Council. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.



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

STEP 3

ECONOMIC DEVELOPMENT COMMITTEE

MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner must present the proposed plan to the Economic Development Committee. The committee consists of four alderman who will provide feedback to the petitioner regarding their request. This feedback allows the petitioner to gather comments and concerns prior to full City Council considerations. It also allows the City Council members to review the request prior to its arrival at City Council.

STEP 4

PLANNING & ZONING COMMISSION

MEETS ON THE 2ND WEDNESDAY OF THE MONTH

The petitioner will attend and present their request at a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council. No rezoning request shall be recommended by the Planning and Zoning Commission unless it follows the standards set forth in City's Zoning Ordinance.

The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. The public hearing notice will be drafted by the City as well as published in a local newspaper. Additionally, a public hearing notice sign must be placed on the property no less than fifteen (15) days prior to the public hearing.

A certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Certified Mailing Affidavit form is attached to this document.

STEP 5

CITY COUNCIL

MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

The petitioner will attend the City Council meeting where the recommendation of the special use will be considered. City Council will make the final approval of the special use. If approved, City staff will have a drafted ordinance to be signed by the Council and must be recorded with the County Clerk before any further steps may be taken by the petitioner.

SUMMARY OF RESPONSIBILITIES

Below is a summary breakdown of what will be required by the petitioner and what will be completed by the City:

PETITIONER

- ☐ Signed and Notarized Application
- ☐ Required Plans, Exhibits, and Fees
- ☐ Certified Mailing of Public Notice
- ☐ Signed Certified Affidavit of Mailings
- ☐ Attendance at All Meetings

CITY STAFF

- ☐ Detailed Schedule After Complete Submission
- ☐ Public Hearing Notice Language
- ☐ Posting of the Public Notice in a Local Newspaper
- ☐ Public Hearing Sign Application
- ☐ Draft Ordinance & Signatures for Recording



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APPLICATION FOR REZONING

SAMPLE MEETING SCHEDULE

MONTH 1							MONTH 2							MONTH 3							MONTH 4						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7			1	2	3	4	5						1	2							
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

Plan Council Meeting

Economic Development
Committee

Planning & Zoning Commission
Public Hearing

City Council

Meeting Date

Updated Materials Submitted for Meeting

Public Notice Mailing Window

This is a sample of what a schedule may look like after submission. The Step 1 Submission must be completed before the Plan Council Meeting can be scheduled. This timeline represents an ideal schedule. Throughout the review process, there may be requests or changes to the submission requested by the committees which may delay the meeting schedule. As illustrated, there is a small amount of time between meeting dates and the deadline for updated materials to be submitted for review. Depending on the complexity and nature of the request, this timeline may be extended to give the petitioner and staff enough time to review requested updates to the submission.

DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the submission requirements. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The applicant has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The applicant has not responded in writing to a request for information or documentation from the initial planning and zoning commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

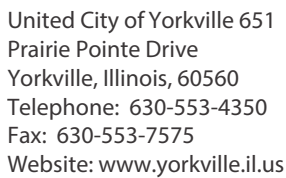
Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011)



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

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
REZONING	<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: \$
SPECIAL USE	<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: \$
ZONING VARIANCE	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
PRELIMINARY PLAN FEE	<input type="checkbox"/> \$500.00		Total: \$
PUD FEE	<input type="checkbox"/> \$500.00		Total: \$
FINAL PLAT FEE	<input type="checkbox"/> \$500.00		Total: \$
ENGINEERING PLAN REVIEW DEPOSIT	<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: \$
OUTSIDE CONSULTANTS DEPOSIT	<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: \$
TOTAL AMOUNT DUE:			

[illegible]



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Yorkville, Illinois, 60560
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Fax: 630-553-7575
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APPLICATION FOR REZONING

ATTORNEY INFORMATION

NAME: COMPANY:

MAILING ADDRESS:

CITY, STATE, ZIP: TELEPHONE:

EMAIL: FAX:

ENGINEER INFORMATION

NAME: COMPANY:

MAILING ADDRESS:

CITY, STATE, ZIP: TELEPHONE:

EMAIL: FAX:

LAND PLANNER/SURVEYOR INFORMATION

NAME: COMPANY:

MAILING ADDRESS:

CITY, STATE, ZIP: TELEPHONE:

EMAIL: FAX:

ATTACHMENTS

Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".

Petitioner must list the names and addresses of any adjoining or contiguous landowners within 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
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Fax: 630-553-7575
Website: 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:

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:

PLEASE STATE THE EXTENT TO WHICH PROPERTY VALUES ARE DIMINISHED BY THE PARTICULAR ZONING RESTRICTIONS:

PLEASE STATE THE EXTENT TO WHICH THE DESTRUCTION OF PROPERTY VALUES OF PETITIONER PROMOTES THE HEALTH, SAFETY, MORALS, AND GENERAL WELFARE OF THE 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 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:

PLEASE STATE THE COMMUNITY NEED FOR THE PROPOSED LAND USE:

WITH RESPECT TO THE SUBJECT PROPERTY, PLEASE STATE THE CARE WITH WHICH THE COMMUNITY HAS UNDERTAKEN TO PLAN ITS LAND USE DEVELOPMENT:

PLEASE STATE THE IMPACT THAT SUCH RECLASSIFICATION WILL HAVE UPON TRAFFIC AND TRAFFIC CONDITIONS ON SAID ROUTES; THE EFFECT, IF ANY, SUCH RECLASSIFICATION AND/OR ANNEXATION WOULD HAVE UPON EXISTING ACCESSES TO SAID ROUTES; AND THE IMPACT OF ADDITIONAL ACCESSES AS REQUESTED BY THE PETITIONER UPON TRAFFIC AND TRAFFIC CONDITIONS AND FLOW ON SAID ROUTES (ORD. 1976-43, 11-4-1976):



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:

PLEASE STATE THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE ZONED PURPOSES:

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

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS:
-----------------	-------------------------	-------------------

PETITIONER DEPOSIT ACCOUNT FUND:

It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

NAME:

COMPANY:

MAILING ADDRESS:

CITY, STATE, ZIP:

TELEPHONE:

EMAIL:

FAX:

FINANCIALLY RESPONSIBLE PARTY:

I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

PRINT NAME

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

CERTIFIED MAILING
AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I/We, _____, petitioner, being first duly sworn, do hereby state under oath that to the best of my knowledge the **attached** list is a true, correct and **complete list of all permanent parcel numbers, and names and addresses of owners**, of all lots and parts of lots located within 500 feet (exclusively of any public streets and alleys) of the property legally described on the attached application for annexation, rezoning, special use permit, planned unit development, variation, or other zoning amendment. I further state that said list was obtained from the current tax rolls of the Kendall County Treasurer's Office. I further state that I mailed by U.S. Certified Mail, Return Receipt Requested, a copy of the Public Notice of Public Hearing before the United City of Yorkville Planning and Zoning Commission for the Public Hearing held on Wednesday, _____, at the United City of City Council Chambers, Yorkville, Illinois. The notice was mailed to the attached list of all of the permanent parcel numbers and names and addresses of owners at the U.S. Post office on _____, 20____.

Signature of Petitioner(s)

Subscribed and sworn to before me this

_____ day of _____, 20_____

Notary Public



United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR PUBLIC HEARING SIGN

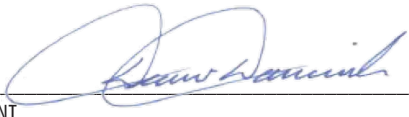
PERMIT NUMBER:		DATE/TIME RECEIVED:
SITE ADDRESS:		PARCEL NUMBER:
SUBDIVISION:		LOT/UNIT:
APPLICANT INFORMATION		
NAME:	TELEPHONE: <input type="radio"/> HOME <input type="radio"/> BUSINESS	
ADDRESS:	E-MAIL: <input type="radio"/> HOME <input type="radio"/> BUSINESS	
CITY, STATE, ZIP:	FAX:	
SIGN INFORMATION		
DATE OF PICK UP:	NUMBER OF SIGNS:	
DATE OF PUBLIC HEARING:	SIGN RETURN DATE:	
<p>The undersigned hereby states that they have acquired Public Hearing Signs from the United City of Yorkville's Community Development Department and agrees to return said sign/s to Yorkville City Hall, 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> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"><div style="width: 60%;"> _____ SIGNATURE/AUTHORIZED AGENT</div><div style="width: 35%; text-align: center;"> _____ DATE</div></div>		
DATE RETURNED: _____		
RECEIVED BY: _____		PZC# _____

Exhibit A

Document:	Application for Rezoning
Petitioner Name:	Drew Daniels
Company Name:	Daniels Malinski Yorkville Family, LLLP
Property Address:	11159 Faxon Road, Yorkville, Illinois 60560
Exhibit A:	Legal Descriptions
PINs:	02-18-400-006
	02-19-200-001
	02-17-300-002

LEGAL DESCRIPTION (DMYF, LLLP)

PARCEL 1

THAT PART OF THE NORTHEAST QUARTER OF SECTION 19 AND PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED BY COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION 19 WHICH IS 35.04 CHAINS WEST OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 35 MINUTES 0 SECONDS EAST TO THE SOUTH LINE OF THE BURLINGTON NORTHERN AND SANTA-FE RAILROAD RIGHT OF WAY FOR THE POINT OF BEGINNING; THENCE NORTH 73 DEGREES 57 MINUTES 17 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 1018.01 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 0 DEGREES 36 MINUTES 36 SECONDS EAST ALONG SAID WEST LINE 287.76 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER SECTION; THENCE SOUTH 0 DEGREES 22 MINUTES 19 SECONDS EAST ALONG THE CENTER LINE OF BEECHER ROAD, 827.13 FEET TO A POINT IN THE CENTERLINE OF FAXON ROAD; THENCE NORTH 74 DEGREES 54 MINUTES 33 SECONDS WEST ALONG SAID CENTERLINE, 1028.98 FEET TO A LINE BEARING SOUTH 0 DEGREES 35 MINUTES 0 SECONDS WEST FROM THE POINT OF BEGINNING, THENCE NORTH 0 DEGREES 35 MINUTES 0 SECONDS EAST ALONG SAID LINE, 565.62 FEET TO THE POINT OF BEGINNING ALL IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

LEGAL DESCRIPTION (DMYF, LLLP)

PARCEL 2

THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, PART OF THE SOUTHEAST QUARTER OF SECTION 18 AND PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17 FOR THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 16 MINUTES 46 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 17, 151.80 FEET; THENCE NORTH 07 DEGREES 55 MINUTES 12 SECONDS EAST, ALONG A LINE THAT INTERSECTS THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 17, 363.0 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID QUARTER, A DISTANCE OF 703.67 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA-FE RAILROAD; THENCE SOUTH 73 DEGREES 23 MINUTES 14 SECONDS WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, 1650.23 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 01 DEGREES 01 MINUTES 58 SECONDS EAST, ALONG SAID WEST LINE 288.11 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER SECTION; THENCE SOUTH 00 DEGREES 58 MINUTES 40 SECONDS EAST, ALONG THE CENTERLINE OF BEECHER ROAD, 474.45 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 20 SECONDS EAST, 631.00; THENCE SOUTH 00 DEGREES 58 MINUTES 40 SECONDS EAST, 629.20 FEET TO THE CENTERLINE OF FAXON ROAD; THENCE SOUTH 79 DEGREES 53 MINUTES 59 SECONDS EAST, ALONG SAID CENTERLINE, 139.38 TO A POINT IN THE CENTERLINE OF THE ROB ROY CREEK; THENCE NORTH 10 DEGREES 19 MINUTES 37 SECONDS EAST, ALONG SAID CENTERLINE, 97.93 FEET TO A POINT; THENCE NORTH 39 DEGREES 00 MINUTES 22 SECONDS EAST, ALONG SAID CENTERLINE, 85.0 FEET TO A POINT; THENCE NORTH 50 DEGREES 57 MINUTES 48 SECONDS EAST, ALONG SAID CENTERLINE, 288.73 FEET TO A POINT; THENCE NORTH 43 DEGREES 04 MINUTES 46 SECONDS EAST, ALONG SAID CENTERLINE, 375.32 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 19; THENCE NORTH 01 DEGREES 17 MINUTES 24 SECONDS EAST, ALONG SAID EAST LINE, 431.95 FEET TO THE POINT OF BEGINNING ALL IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

LEGAL DESCRIPTION (LOFTUS)

PARCEL 3

THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, PART OF THE SOUTHEAST QUARTER OF SECTION 18 AND PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 87 DEGREES 16 MINUTES 46 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 17, 151.80 FEET; THENCE NORTH 07 DEGREES 55 MINUTES 12 SECONDS EAST, ALONG A LINE THAT INTERSECTS THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 17, 363.0 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID QUARTER, A DISTANCE OF 703.67 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA-FE RAILROAD; THENCE SOUTH 73 DEGREES 23 MINUTES 14 SECONDS WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, 1650.23 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 01 DEGREES 01 MINUTES 58 SECONDS EAST, ALONG SAID WEST LINE 288.11 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER SECTION; THENCE SOUTH 00 DEGREES 58 MINUTES 40 SECONDS EAST, ALONG THE CENTERLINE OF BEECHER ROAD 351.80 FEET TO THE POINT OF BEGIINING; THENCE NORTH 89 DEGREES 01 MINUTES 20 SECONDS EAST, 631.00; THENCE SOUTH 00 DEGREES 58 MINUTES 40 SECONDS EAST, 629.20 FEET TO THE CENTERLINE OF FAXON ROAD; THENCE NORTH 79 DEGREES 53 MINUTES 59 SECONDS WEST, ALONG SAID CENTERLINE, 18.88 FEET TO A BEND IN SAID CENTERLINE; THENCE NORTH 77 DEGREES 07 MINUTES 02 SECONDS WEST, ALONG SAID CENTERLINE, 630.84 FEET TO THE CENTERLINE OF SAID BEECHER ROAD; THENCE NORTH 00 DEGREES 58 MINUTES 40 SECONDS WEST, ALONG SAID CENTERLINE, 474.45 FEET TO THE POINT OF BEGINNING ALL IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

From: [Drew Daniels](#)
To: [Krysti Barksdale-Noble](#)
Subject: DMYF - Updated Submittal for Re-Zoning
Date: Tuesday, January 21, 2025 4:34:39 PM
Attachments: [image007.png](#)
[image008.png](#)
[image009.png](#)
[DMYF - City of Yorkville - Former Loftus Property - Application for Rezoning - Exhibit A as of 1-21-25.pdf](#)
[DMYF - DLZ Industrial Surveying - Parcels 1 and 2 ALTA-NSPS Land Title Survey as of 1-14-25.pdf](#)

Hi Krysti,

Please see the attached ALTA dated 1/14/2025 as the Re-Zoning Exhibit and the attached Exhibit A legal showing Parcels 1 & 2. The legal I originally gave to the City included Parcel 3 (Loftus' 8.00-ac parcel) that is no longer being re-zoned to M-2. This should be everything the City needs to move forward with my re-zoning application.

FYI, regarding what you sent me regarding the legal, what I learned was that the highlighted yellow paragraphs in the Parcel 2 and 3 legals were taken from the original legal description in the original title commitment. Eric Cox (the surveyor) wants to keep that part in the legal and that was discussed with EEI. Note that there was a distance that was **changed** in the legal description along the centerline of Beecher Rd. to **351.80 FEET** (line 5 on page 2) that matches the ALTA survey and legal.

Hope this clears things up and let me know if you have any questions.

Thanks,

Drew (847) 942-5916

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

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From: Krysti Barksdale-Noble <knoble@yorkville.il.us>
Sent: Tuesday, January 21, 2025 1:11 PM
To: Drew Daniels <Ddaniels@sextoncompanies.net>
Cc: Mark Scheller <mscheller@eeiweb.com>; Contact_Brad Sanderson <bsanderson@eeiweb.com>; Sara Mendez <smendez@yorkville.il.us>
Subject: RE: DMYF-Loftus

Thanks for confirming, Drew. Can you have your surveyor resubmit the legal description as well as a map of the area to be rezoned? If a map is not able to be provided, I will have our engineer produce

one based upon the resubmitted legal description.

As part of the sale of land, has Parcel 3 (Loftus homestead) been subdivided or a new PIN created? I ask because rezoning is not permitted for portions of a parcel, so if that has not occurred, a plat of subdivision will also need to be requested. We can discuss this in greater detail on Thursday during the Plan Council meeting.

Best Regards,

Krysti J. Barksdale-Noble, AICP

(she/her)

Community Development Director

United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

☎ (630) 553-8573

📠 (630) 742-7808

🌐 www.yorkville.il.us

From: Drew Daniels <Ddaniels@sextoncompanies.net>

Sent: Tuesday, January 21, 2025 12:42 PM

To: Krysti Barksdale-Noble <knoble@yorkville.il.us>

Subject: Re: DMYF-Loftus

Yes

Sent from my iPhone

On Jan 21, 2025, at 12:09 PM, Krysti Barksdale-Noble <knoble@yorkville.il.us> wrote:

So are you confirming you want to exclude parcel 3 from your attached legal description?

From: Drew Daniels <Ddaniels@sextoncompanies.net>

Sent: Tuesday, January 21, 2025 11:45 AM

To: Krysti Barksdale-Noble <knoble@yorkville.il.us>

Subject: RE: DMYF-Loftus

Krysti,

This attached ALTA survey for parcels 1 and 2 (with the legal in the upper corner) are for the 53.426 acres that the DMYF bought from Loftus.
The attached survey for parcel 3 (with the legal in the upper corner) is for the 8 acres that Bob Loftus kept.

Thanks,

Drew (847) 942-5916

www.sextondevelopment.com

<image001.jpg>

From: Krysti Barksdale-Noble <knoble@yorkville.il.us>

Sent: Tuesday, January 21, 2025 11:39 AM

To: Drew Daniels <Ddaniels@sextoncompanies.net>

Cc: Mark Scheller <mscheller@eeiweb.com>

Subject: FW: DMYF-Loftus

Drew,

Per our recent conversation, please see the email below from the surveyor at EEI which indicates the parcels included in the legal description provided in your application for rezoning. Note, it still includes the Loftus homestead site. Please let me know if this is the correct area to be rezoned.

Best Regards,

Krysti J. Barksdale-Noble, AICP

(she/her)

Community Development Director

United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

<image002.png>

(630) 553-8573

<image003.png>

(630) 742-7808

<image004.png>

www.yorkville.il.us

From: Mark Scheller <mscheller@eeiweb.com>

Sent: Monday, January 13, 2025 1:26 PM

To: Krysti Barksdale-Noble <knoble@yorkville.il.us>

Subject: RE: DMYF-Loftus

Hi Kyrsti

Here are the parcels. Let me know if you need something different.

<image005.png>

u

MARK G. SCHELLER, PLS

Senior Project Manager

mscheller@eeiweb.com

Direct: 630.466.6730 / Cell: 630.878.1662 / Main: 630.466.6700

52 Wheeler Rd, Sugar Grove, IL 60554

eeiweb.com

—

— — — —

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<DMYF - City of Yorkville - Former Loftus Property - Application for Rezoning - Exhibit A as of 12-13-24.docx>

Exhibit A

Document:	Application for Rezoning (Updated 1/21/25)
Petitioner Name:	Drew Daniels
Company Name:	Daniels Malinski Yorkville Family, LLLP
Property Address:	11159 Faxon Road, Yorkville, Illinois 60560
Exhibit A:	Legal Descriptions
PINs:	02-18-400-006
	02-19-200-001
	02-17-300-002

LEGAL DESCRIPTION (DMYF, LLLP)

PARCEL 1

THAT PART OF THE NORTHEAST QUARTER OF SECTION 19 AND PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED BY COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION 19 WHICH IS 35.04 CHAINS WEST OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 35 MINUTES 0 SECONDS EAST TO THE SOUTH LINE OF THE BURLINGTON NORTHERN AND SANTA-FE RAILROAD RIGHT OF WAY FOR THE POINT OF BEGINNING; THENCE NORTH 73 DEGREES 57 MINUTES 17 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 1018.01 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 0 DEGREES 36 MINUTES 36 SECONDS EAST ALONG SAID WEST LINE 287.76 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0 DEGREES 22 MINUTES 19 SECONDS EAST ALONG THE CENTER LINE OF BEECHER ROAD, 827.13 FEET TO A POINT IN THE CENTERLINE OF FAXON ROAD; THENCE NORTH 74 DEGREES 54 MINUTES 33 SECONDS WEST ALONG SAID CENTERLINE, 1028.98 FEET TO A LINE BEARING SOUTH 0 DEGREES 35 MINUTES 0 SECONDS WEST FROM THE POINT OF BEGINNING, THENCE NORTH 0 DEGREES 35 MINUTES 0 SECONDS EAST ALONG SAID LINE, 565.62 FEET TO THE POINT OF BEGINNING ALL IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL 2

THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, PART OF THE SOUTHEAST QUARTER OF SECTION 18 AND PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17 FOR THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 16 MINUTES 46 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 17, 151.80 FEET; THENCE NORTH 07 DEGREES 55 MINUTES 12 SECONDS EAST, ALONG A LINE THAT INTERSECTS THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 17, 363.0 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID QUARTER, A DISTANCE OF 703.67 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA-FE RAILROAD; THENCE SOUTH 73 DEGREES 23 MINUTES 14 SECONDS WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, 1650.23 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 01 DEGREES 10 MINUTES 58 SECONDS EAST, ALONG SAID WEST LINE 288.11 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 58 MINUTES 40 SECONDS EAST, ALONG THE CENTERLINE OF BEECHER ROAD, 351.80 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 20 SECONDS EAST, 631.00; THENCE SOUTH 00 DEGREES 58 MINUTES 40 SECONDS EAST, 629.20 FEET TO THE CENTERLINE OF FAXON ROAD; THENCE SOUTH 79 DEGREES 53 MINUTES 59 SECONDS EAST, ALONG SAID CENTERLINE, 139.38 TO A POINT IN THE CENTERLINE OF THE ROB ROY CREEK; THENCE NORTH 10 DEGREES 19 MINUTES 37 SECONDS EAST, ALONG SAID CENTERLINE, 97.93 FEET TO A POINT; THENCE NORTH 39 DEGREES 00 MINUTES 22 SECONDS EAST, ALONG SAID CENTERLINE, 85.0 FEET TO A POINT; THENCE NORTH 50 DEGREES 57 MINUTES 48 SECONDS EAST, ALONG SAID CENTERLINE, 288.73 FEET TO A POINT; THENCE NORTH 43 DEGREES 04 MINUTES 46 SECONDS EAST, ALONG SAID CENTERLINE, 375.32 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 19; THENCE NORTH 01 DEGREES 17 MINUTES 24 SECONDS WEST, ALONG SAID EAST LINE, 431.95 FEET TO THE POINT OF BEGINNING ALL IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

Exhibit B

Document:

Petitioner Name:

Company Name:

Property Address:

Exhibit B:

PINs:

Application for Rezoning

Drew Daniels

Daniels Malinski Yorkville Family, LLLP

11159 Faxon Road, Yorkville, Illinois 60560

500' Notifications

02-18-400-006

02-19-200-001

02-17-300-002

YORKVILLE MEADOWS LLC
C/O SHERRIE CHIOU
80 REMINGTON RD.
SCHAUMBURG IL 60173

KYLYNS RIDGE HOMEOWNERS ASSN
MAXIMUM PROPERTY MGMT
PO BOX 1094
YORKVILLE IL 60560

ROBERT M ILDEFONSA LIV TRUST LOFTUS
11159 FAXON RD
YORKVILLE IL 60560

YORKVILLE MEADOWS LLC
C/O SHERRIE CHIOU
80 REMINGTON RD.
SCHAUMBURG IL 60173

KELAKA LLC
181 S LINCOLNWAY
NORTH AURORA IL 60542

BN&SF RAILWAY CO
PROPERTY TAX DEPARTMENT
PO BOX 961089
FORT WORTH TX 761610089

YORKVILLE NEXUS IV LLC
GREEN DOOR CAPITAL INVESTMENTS LLC
145 S WELLS ST STE 1800
CHICAGO IL 60606

KELAKA LLC
181 S LINCOLNWAY
NORTH AURORA IL 60542

YORKVILLE NEXUS IV LLC
GREEN DOOR CAPITAL INVESTMENTS LLC
145 S WELLS ST STE 1800
CHICAGO IL 60606

YORKVILLE MEADOWS LLC
C/O SHERRIE CHIOU
80 REMINGTON RD.
SCHAUMBURG IL 60173

ROBERT M ILDEFONSA LIV TRUST LOFTUS
11159 FAXON RD
YORKVILLE IL 60560

YORKVILLE MEADOWS LLC
C/O SHERRIE CHIOU
80 REMINGTON RD.
SCHAUMBURG IL 60173

C1 YORKVILLE LLC
2850 N HARWOOD ST STE 2200
DALLAS TX 75201

ROBERT M ILDEFONSA LIV TRUST LOFTUS
11159 FAXON RD
YORKVILLE IL 60560

C1 YORKVILLE LLC
2850 N HARWOOD ST STE 2200
DALLAS TX 75201

LA FORTALEZA LLC
1481 PLAINFIELD RD
OSWEGO IL 60543

ROBERT M ILDEFONSA LIV TRUST LOFTUS
11159 FAXON RD
YORKVILLE IL 60560

DONALD J CAROL S HAMMAN
13351 B FAXON RD
PLANO IL 60545

BN&SF RAILWAY CO
PROPERTY TAX DEPARTMENT
PO BOX 961089
FORT WORTH TX 761610089

YORKVILLE MEADOWS LLC
C/O SHERRIE CHIOU
80 REMINGTON RD.
SCHAUMBURG IL 60173

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BN&SF RAILWAY CO
PROPERTY TAX DEPARTMENT
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FORT WORTH TX 761610089

YORKVILLE MEADOWS LLC
C/O SHERRIE CHIOU
80 REMINGTON RD.
SCHAUMBURG IL 60173

JYJ LLC
2622 BEECHER RD
YORKVILLE IL 60560

SCOTT D PAPENDICK
23W567 PINE DR
CAROL STREAM IL 60188

BN&SF RAILWAY CO
PROPERTY TAX DEPARTMENT
PO BOX 961089
FORT WORTH TX 761610089

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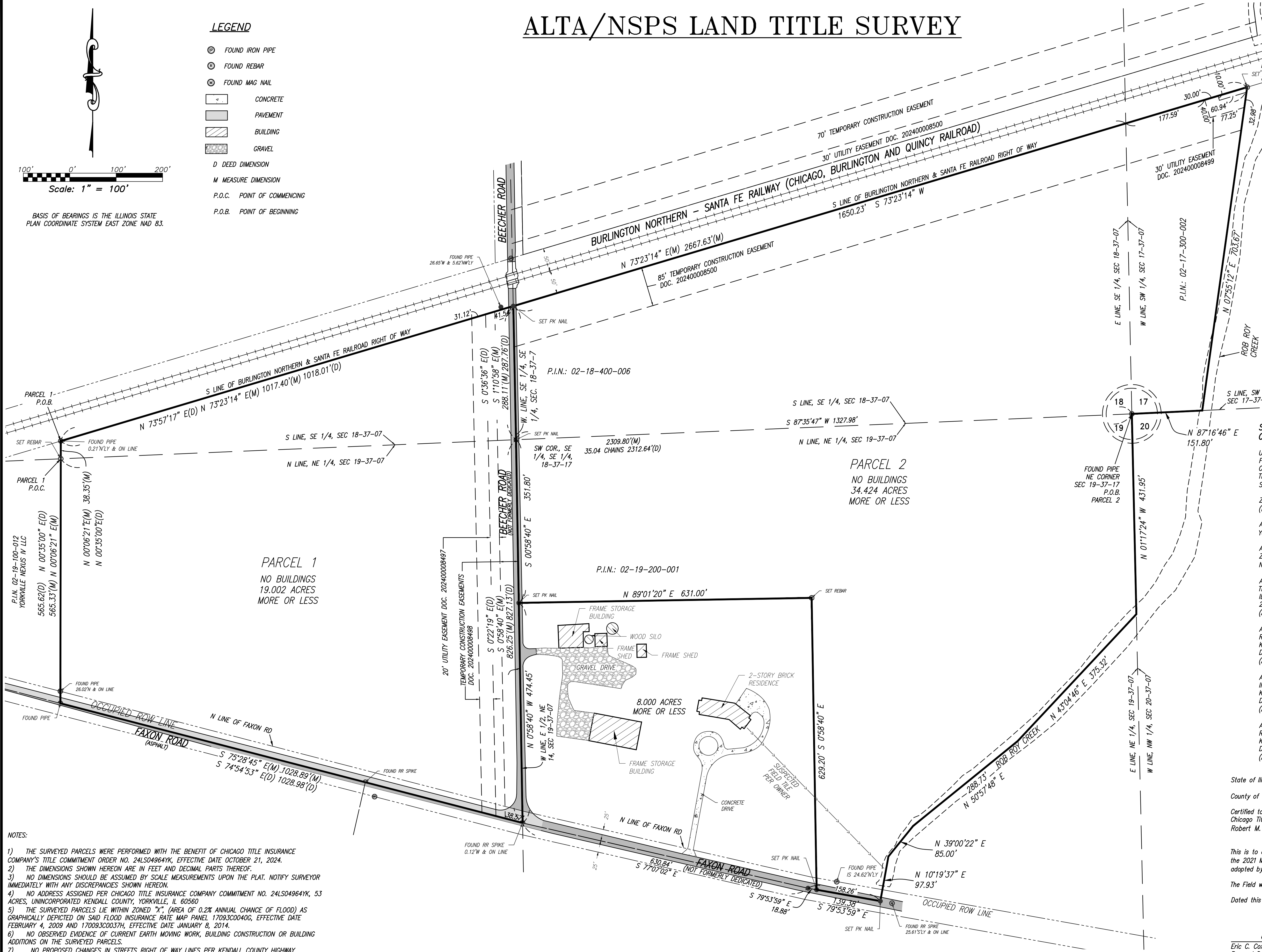
ALTA/NSPS LAND TITLE SURVEY

LEGEND

- FOUND IRON PIPE
- FOUND REBAR
- FOUND MAG NAIL
- CONCRETE
- PAVEMENT
- BUILDING
- GRAVEL
- D DEED DIMENSION
- M MEASURE DIMENSION
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING

Scale: 1" = 100'

BASIS OF BEARINGS IS THE ILLINOIS STATE
PLAN COORDINATE SYSTEM EAST ZONE NAD 83.



LEGAL DESCRIPTION

PARCEL 1:
THAT PART OF THE NORTHEAST QUARTER OF SECTION 19 AND PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED BY COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION 19 WHICH IS 35.04 CHAINS WEST OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 35 MINUTES 0 SECONDS EAST TO THE SOUTH LINE OF THE BURLINGTON NORTHERN AND SANTA-FE RAILROAD RIGHT OF WAY FOR THE POINT OF BEGINNING; THENCE NORTH 73 DEGREES 57 MINUTES 17 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 1018.01 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 0 DEGREES 36 MINUTES 36 SECONDS EAST ALONG SAID WEST LINE, 287.76 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 0 DEGREES 22 MINUTES 19 SECONDS EAST ALONG THE CENTER LINE OF BEECHER ROAD, 827.13 FEET TO A POINT IN THE CENTERLINE OF FAXON ROAD; THENCE NORTH 74 DEGREES 54 MINUTES 33 SECONDS WEST ALONG SAID CENTERLINE, 1028.98 FEET TO A LINE BEARING SOUTH 0 DEGREES 35 MINUTES 0 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 35 MINUTES 0 SECONDS EAST ALONG SAID LINE, 565.62 FEET TO THE POINT OF BEGINNING ALL IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

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THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, PART OF THE SOUTHWEST QUARTER OF SECTION 18 AND PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17 FOR THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 16 MINUTES 46 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 17, 151.80 FEET; THENCE NORTH 07 DEGREES 55 MINUTES 12 SECONDS EAST, ALONG A LINE THAT INTERSECTS THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 17, 363.0 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID QUARTER QUARTER, A DISTANCE OF 703.67 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA-FE RAILROAD; THENCE SOUTH 73 DEGREES 23 MINUTES 14 SECONDS WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, 1650.23 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 01 DEGREES 10 MINUTES 58 SECONDS EAST, ALONG SAID WEST LINE, 288.11 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 58 MINUTES 40 SECONDS EAST, ALONG THE CENTERLINE OF BEECHER ROAD, 351.80 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 20 SECONDS EAST, 631.00; THENCE SOUTH 00 DEGREES 58 MINUTES 40 SECONDS EAST, 629.20 FEET TO THE CENTERLINE OF FAXON ROAD; THENCE SOUTH 79 DEGREES 53 MINUTES 59 SECONDS EAST, ALONG SAID CENTERLINE, 139.38 TO A POINT IN THE CENTERLINE OF THE ROB ROY CREEK; THENCE NORTH 10 DEGREES 19 MINUTES 37 SECONDS EAST, ALONG SAID CENTERLINE, 97.93 FEET TO A POINT; THENCE NORTH 39 DEGREES 00 MINUTES 22 SECONDS EAST, ALONG SAID CENTERLINE, 85.0 FEET TO A POINT; THENCE NORTH 50 DEGREES 57 MINUTES 48 SECONDS EAST, ALONG SAID CENTERLINE, 288.73 FEET TO A POINT; THENCE NORTH 43 DEGREES 04 MINUTES 46 SECONDS EAST, ALONG SAID CENTERLINE, 375.32 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 19; THENCE NORTH 01 DEGREES 17 MINUTES 24 SECONDS WEST, ALONG SAID EAST LINE, 431.95 FEET TO THE POINT OF BEGINNING ALL IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

SCHEDULE B EXCEPTIONS PER CHICAGO TITLE INSURANCE COMPANY'S TITLE COMMITMENT ORDER NO. 24LS04964YK, EFFECTIVE DATE OCTOBER 21, 2024:

U 29. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN GRANT RECORDED IN DEED RECORDED FEBRUARY 14, 1955 IN DEED RECORD 114, PAGE 96. RIGHT TO LAY, MAINTAIN, ALTER, REPAIR, OPERATE AND REMOVE A DRAIN TILE MAIN FOR DRAINAGE SURFACE WATERS AND FOR TRANSPORTATION OF SURFACE WATERS WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID RIGHT OF WAY. (NOT PLOTTABLE)

Z 32: PLAT OF ANNEXATION RECORDED NOVEMBER 15, 2023 AS DOCUMENT NO. 202300013321. (NOT PLOTTABLE)

AA 33: ORDINANCE NO. 2023-08, ANNEXING CERTAIN TERRITORY TO UNITED CITY OF YORKVILLE RECORDED NOVEMBER 17, 2023 AS DOCUMENT NO. 202300013410. (NOT PLOTTABLE)

AB 34: ORDINANCE NO. 2023-09, APPROVING THE REZONING TO THE A-1 AGRICULTURAL ZONING DISTRICT TO UNITED CITY OF YORKVILLE RECORDED NOVEMBER 17, 2023 AS DOCUMENT NO. 202300013411. (SHOWN HEREON)

AM 38: EASEMENT(S) FOR THE PURPOSE(S) SHOWN HEREON AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT TO: THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, ITS SUCCESSORS AND ASSIGNS, RECORDING DATE: JULY 26, 2024, AS DOCUMENT NO: 202400008497 (AFFECTS A 20' UTILITY EASEMENT ALONG PART OF PARCELS 1 AND 2). (SHOWN HEREON)

AN 39: TEMPORARY CONSTRUCTION EASEMENT(S) FOR THE PURPOSE(S) SHOWN HEREON AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT TO: THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, ITS SUCCESSORS AND ASSIGNS, RECORDING DATE: JULY 26, 2024, AS DOCUMENT NO: 202400008498. (AFFECTS PART OF PARCELS 1 AND 2). (SHOWN HEREON)

AO 40: PERMANENT EASEMENT(S) FOR THE PURPOSE(S) SHOWN HEREON AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT GRANTED TO: THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, ITS SUCCESSORS AND ASSIGNS, RECORDING DATE: JULY 26, 2024, AS DOCUMENT NO: 202400008499 (AFFECTS: THAT PART PART OF PARCEL 2 LOCATED IN SECTION 17). (SHOWN HEREON)

AP 41: TEMPORARY CONSTRUCTION EASEMENT(S) FOR THE PURPOSE(S) SHOWN HEREON AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT GRANTED TO: THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, ITS SUCCESSORS AND ASSIGNS, RECORDING DATE: JULY 26, 2024, AS DOCUMENT NO: 202400008500 (AFFECTS PART OF PARCELS 1 AND 2). (SHOWN HEREON)

State of Illinois

County of Will

Certified to:

Chicago Title Insurance Company

Robert M. & Idefonsa Loftus Living Trust, Daniels/Malinski Yorkville Family LLLP

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 11(a), 16, 17, 18 and 19 of Table 'A' thereof.

The field work completed on November 19th, 2024.

Dated this 14th day of January, 2025.

Eric C. Cox, Illinois Professional Land Surveyor No. 035-3604
Renewal Date: November 30, 2026
DLZ Professional Design Firm 184.002815



DLZ
INDUSTRIAL SURVEYING, INC.
80 McDONALD AVENUE, UNIT D, JOLIET, IL 60431
TELEPHONE (815) 725-8840 FAX (815) 725-8849

YORKVILLE		ILLINOIS		DRAWN: RR		CHK'D: -		NO.		REVISION		BY		DATE		SHEET 1	
COOK ENGINEERING GROUP				DESIGNED: -		APPRV'D: -										OF 1	
FAXON ROAD AND BEECHER ROAD				DATE: 11-19-2024													
				SCALE: 1" = 100'													
				Second Scale If Needed													
				PROJECT NUMBER													
				2450-7203-90												DRAWING NUMBER	
																7203AS	

PARCELS 1 & 2
ALTA/NSPS LAND TITLE SURVEY

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
UNITED CITY OF YORKVILLE
PLANNING AND ZONING COMMISSION
PZC 2025-01**

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 two (2) parcels totaling approximately 53.7 acres and is generally located at the north of Faxon Road, east of Beecher Road, and south of the Burlington Northern Santa Fe (BNSF) railroad. The petitioner is requesting rezoning approval from A-1 Agricultural District to M-2 General Manufacturing District for a future data center.

The legal description of the tract of property is as follows:

PARCEL 1

THAT PART OF THE NORTHEAST QUARTER OF SECTION 19 AND PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED BY COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION 19 WHICH IS 35.04 CHAINS WEST OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 35 MINUTES 0 SECONDS EAST TO THE SOUTH LINE OF THE BURLINGTON NORTHERN AND SANTA-FE RAILROAD RIGHT OF WAY FOR THE POINT OF BEGINNING; THENCE NORTH 73 DEGREES 57 MINUTES 17 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 1018.01 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 0 DEGREES 36 MINUTES 36 SECONDS EAST ALONG SAID WEST LINE 287.76 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0 DEGREES 22 MINUTES 19 SECONDS EAST ALONG THE CENTER LINE OF BEECHER ROAD, 827.13 FEET TO A POINT IN THE CENTERLINE OF FAXON ROAD; THENCE NORTH 74 DEGREES 54 MINUTES 33 SECONDS WEST ALONG SAID CENTERLINE, 1028.98 FEET TO A LINE BEARING SOUTH 0 DEGREES 35 MINUTES 0 SECONDS WEST FROM THE POINT OF BEGINNING, THENCE NORTH 0 DEGREES 35 MINUTES 0 SECONDS EAST ALONG SAID LINE, 565.62 FEET TO THE POINT OF BEGINNING ALL IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

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PERMANENT TAX NUMBERS: **02-18-400-006; and portions of 02-19-200-001 and 02-17-300-002**

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, March 12, 2025 at 7 p.m.** at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560.

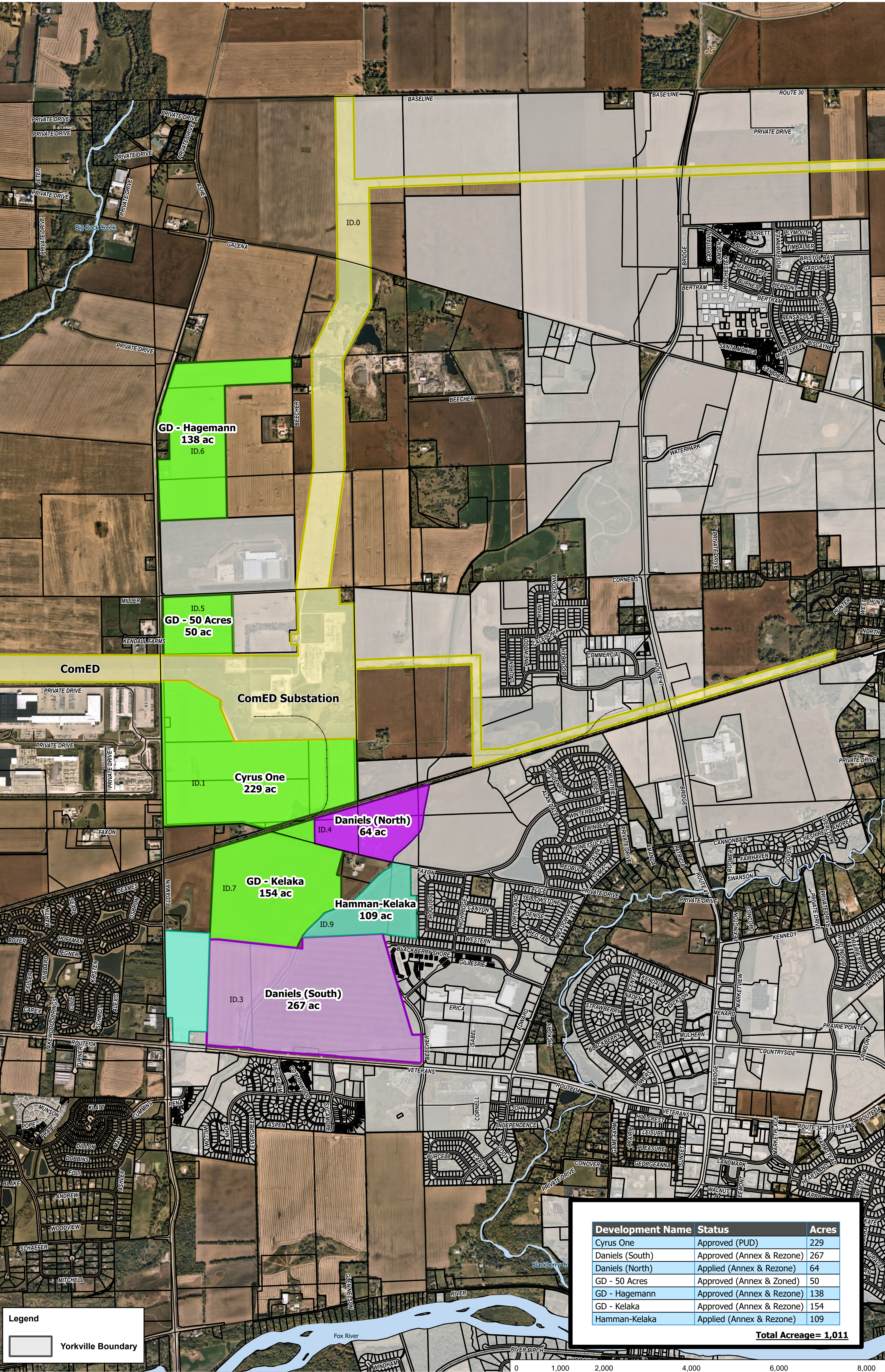
The public hearing may be continued from time to time to dates certain without further notice being published.

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





Development Name	Status	Acres
Cyrus One	Approved (PUD)	229
Daniels (South)	Approved (Annex & Rezone)	267
Daniels (North)	Applied (Annex & Rezone)	64
GD - 50 Acres	Approved (Annex & Zoned)	50
GD - Hagemann	Approved (Annex & Rezone)	138
GD - Kelaka	Approved (Annex & Rezone)	154
Hamman-Kelaka	Applied (Annex & Rezone)	109

Total Acreage= 1,011



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

DATE: DECEMBER 2024
PROJECT NO.: Y02442
BY: MJT
PATH: H:\GIS\PUBLIC\YORKVILLE\2024\Y02444
FILE: Berman Transportation Planning\Berman Corridor Study

LOCATION MAP
UNITED CITY OF YORKVILLE, ILLINOIS

DATA CENTER PROJECT MAP





Memorandum

To: Plan Council
From: Krysti Barksdale-Noble, Community Development Director
Date: January 6, 2025
Subject: **PZC 2025-01 DMYF - Loftus**
Proposed Rezoning Request for Future Data Center

I have reviewed the rezoning application for the subject parcels submitted by Drew Daniels, on behalf of Daniels Malinski Yorkville Family, LLLP, petitioner/owner, and Robert M. and Ildefonsa Loftus Living Trust, owner. The real property consists of three (3) parcels totaling approximately 61 acres generally located north of Faxon Road, east of Beecher Road, and south of the Burlington Northern Santa Fe (BNSF) railroad. The petitioner is requesting rezoning of parcels #02-18-400-006, #0219-200-001 and #02-17-300-002 from A-1 Agricultural District to M-2 General Manufacturing District for a proposed future data center land use.

Based upon my review of the application documents and plans, I have compiled the following comments:

GENERAL ZONING/LAND USE COMMENTS:

The three subject parcels, totaling approximately 61 acres, were annexed into Yorkville, and rezoned as A-1 Agricultural District in 2023 as part of the New Leaf Energy community solar project, through Ordinances 2023-08 and 2023-09. The land is currently farmed, with an existing homestead on the southernmost parcel, and is part of the Rob Roy Drainage District. The New Leaf Energy solar project is in the land preparation phase, with construction expected to begin in mid-2025.

1. **ZONING** – The following are the current immediate surrounding zoning and land uses of parcels #02-18-400-006, #0219-200-001 and #02-17-300-002 which are proposed to be rezoned:

	Zoning	Land Use
North	M-2 General Manufacturing District	Cyrus One (Data Center)
	A-1 Agricultural District – Special Use	Farmland (New Leaf Energy Solar Farm)
	Burlington Northern Santa Fe (BNSF) Railroad	Transportation Land Use
East	R-2 Single-Family Traditional Residence District	Farmland (Unit 3 Whispering Meadows)
South	M-2 General Manufacturing District	Farmland (Kelaka – approved for data center)
	A-1 Agricultural District (Kendall County)	Farmland & Single-Family Residence
		Farmland (Hamman-Kelaka - proposed annexation & rezone to M-2 for future data center)
West	A-1 Agricultural District (Kendall County)	Farmland
	M-2 General Manufacturing District	Farmland (Kelaka – approved for data center)

- a. **Petitioner has provided written responses to the Standards for Rezoning which will be entered into the record during the public hearing process.**
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 these parcels as “Estate/Conservation Residential (ECR)” and “Metra Station Transit-Oriented Development (MTOD).” The ECR designation is intended to allow flexibility in residential design, accommodating low-density detached single-family housing while preserving sensitive environmental and scenic features. It also serves as a holding category for parcels unlikely to develop within the plan's 10-year horizon.

The MTOD designation guides the development of a commuter rail station district, with two potential locations identified: this parcel and the northeast corner of IL 47 and the BNSF railroad. At the time of the plan's update, the final location for the Metra station had not been determined. However, following public input, engineering studies, and a recommendation from Metra, the City Council approved the IL 47 location as the preferred site for the future Metra station in 2020.

The Comprehensive Plan also notes that while the land use map serves as a guide for future development and zoning decisions, it is intended to be adjusted when changing circumstances warrant a new planning direction for a specific area.

- a. **Due to the recent trend in rezoning and development in the area, the Cyrus One future data center campus to the north, Kelaka properties approved and requested annexation and/or rezoning to M-2 to the south/west and the DMYF, LLLP project pending approval to far south of the subject parcels, 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 City will initiate an amendment to the Comprehensive Plan to reflect the new M-2 General Manufacturing zoning district. The subject property's future land use designation will be revised from "Estate/Conservation Residential (ECR)" and "Metra Station Transit-Oriented Development (MTOD)" to "General Industrial (GI)".

LAND PLANNING COMMENTS:

5. **BUFFER SETBACK/TRANSITION ZONE – Due to the adjacency of the subject parcels to a future planned phase of a residential development (Unit 3 of Whispering Meadows) to the east, staff recommends that any data center development incorporate a minimum 100-foot landscaped buffer. This buffer should include elements such as vegetation, solid fencing, green walls, stormwater management areas, living groundcover, and/or turf to ensure effective visual screening and physical separation between the land uses.**
6. **SITE PLAN REVIEW – Staff further recommends that any proposed development plan, regardless if it's an outright permitted land use, 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 or issuance of a building permit on the Subject Property due to the subject parcels' adjacency to a future planned phase of a residential development.**
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. **While not adjacent, the subject parcels are located within 400 feet of existing residential land uses to the south east, the Klyn's Ridge subdivision. Staff recommends the petitioner reach out to the homeowners' association (HOA) regarding the proposed future land use of the subject property prior to the Planning and Zoning Commission public hearing.**



ENGINEERING ENTERPRISES, INC.

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January 6, 2025

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

**Re: DMYF - Loftus
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 December 13, 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 a portion of 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 is available through our office for the design engineer to utilize.
2. Beecher Road will be required to be reconstructed across the frontage of the property. In addition, 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. Faxon Road will be required to be reconstructed across the frontage of the property. A portion of the existing road may also be abandoned.
4. The connections to the sanitary sewer will generally come from an existing interceptor sewer. Additional study will be required to analyze the ability of the City to provide sewer service.
5. The connections to the water distribution system will require additional study and will depend on the site plan. In addition, depending on the ultimate development additional water system infrastructure may be required.
6. Before construction, detailed final engineering plans will need to be submitted for review.

Ms. Krysti Barksdale-Noble
January 6, 2025
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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 flourish 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. Sara Mendez, City Planner (via email)
Ms. Gina Nelson, Admin Assistant (via email)
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Ms. Jori Behland, City Clerk (via email)
Mr. Drew Daniels, Sexton Companies (via email)
TNP, PGW2, EEI (Via e-mail)