



United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA
CITY COUNCIL MEETING
Tuesday, February 10, 2026
7:00 p.m.

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

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I

Ken Koch

Dan Transier

WARD II

Arden Joe Plocher

Craig Soling

WARD III

Chris Funkhouser

Matt Marek

WARD IV

Rusty Corneils

Rusty Hyett

Establishment of Quorum:

Amendments to Agenda:

Presentations:

1. Check Presentations
 - a. Yorkville American Legion Flags of Valor
 - b. Knights of Columbus

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – January 13, 2026
2. Minutes of the Regular City Council – January 27, 2026
3. Bill Payments for Approval
 - \$ 530,093.61 (vendors)
 - \$ 201,328.36 (wire payments)
 - \$ 475,127.67 (payroll period ending 01/30/26)
 - \$ 1,206,549.64 (total)
4. EDC 2026-11 Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services Between the United City of Yorkville and Kendall County

Mayor's Report:

1. CC 2026-04 Ordinance Approving a Minor Amendment to the Approved Planned Unit Development for C1 Yorkville, LLC
2. CC 2026-05 Ordinance Authorizing the Acquisition of Easements for the Construction of Improvements to the City's Water System (Rally Homes, LLC)
3. CC 2026-06 Ordinance authorizing and providing for an installment purchase agreement for the purpose of financing the costs of certain water system capital projects in and for the United City of Yorkville, Kendall County, Illinois, and authorizing and providing for the issuance of a not to exceed \$50,000,000 debt certificate, Series 2026, of said city evidencing the rights to payment under such agreement, prescribing the details of the agreement and certificate, and providing security for and means of payment under the agreement of the certificate.

Public Works Committee Report:

1. PW 2026-09 Ordinance Authorizing the Grant of Certain Easements for the Construction of Improvements to the City's Water System

Economic Development Committee Report:

1. EDC 2026-12 Ordinance Amending the Yorkville City Code (Permit Fee-Plan Review Fee Schedule)

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

1. PZC 2025-14 & EDC 2025-85 Yorkville School District 115
 - a. Ordinance Annexing Certain Territory Located Generally North of River Road, West of Game Farm Road, and East of Eldamain Road, to the United City of Yorkville (Yorkville School District 115)
 - b. Ordinance Authorizing the Execution of an Annexation Agreement By and Between the United City of Yorkville and Yorkville Community Unit School District 115
 - c. Ordinance Approving the Rezoning to the PI Public Institutional Zoning District of Certain Territory Located Generally North of River Road, West of Game Farm Road, and East of Eldamain Road (Yorkville School District 115)

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

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

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: February 18, 2026 – 6:00 p.m. – East Conference Room #337:

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

ECONOMIC DEVELOPMENT: March 3, 2026 – 6:00 p.m. – East Conference Room #337:

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

PUBLIC SAFETY: March 5, 2026 – 6:00 p.m. – East Conference Room #337:

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

PUBLIC WORKS: February 17, 2026 – 6:00 p.m. – East Conference Room #337:

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

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, February 10, 2026
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PRESENTATIONS:

1. Check Presentations
 - a. Yorkville American Legion Flags of Valor
 - b. Knights of Columbus

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. Minutes of the Regular City Council – January 13, 2026

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. Minutes of the Regular City Council – January 27, 2026

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

3. Bill Payments for Approval

Approved _____

As presented

As amended

Notes _____

4. EDC 2026-11 Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services Between the United City of Yorkville and Kendall County

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

MAYOR'S REPORT:

1. CC 2026-04 Ordinance Approving a Minor Amendment to the Approved Planned Unit Development for C1 Yorkville, LLC

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. CC 2026-05 Ordinance Authorizing the Acquisition of Easements for the Construction of Improvements to the City's Water System (Rally Homes, LLC)

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

3. CC 2026-06 Ordinance authorizing and providing for an installment purchase agreement for the purpose of financing the costs of certain water system capital projects in and for the United City of Yorkville, Kendall County, Illinois, and authorizing and providing for the issuance of a not to exceed \$50,000,000 debt certificate, Series 2026, of said city evidencing the rights to payment under such agreement, prescribing the details of the agreement and certificate, and providing security for and means of payment under the agreement of the certificate.

- Approved: Y _____ N _____ Subject to _____
- Removed _____
- Notes _____
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PUBLIC WORKS COMMITTEE REPORT:

1. PW 2026-09 Ordinance Authorizing the Grant of Certain Easements for the Construction of Improvements to the City's Water System

- Approved: Y _____ N _____ Subject to _____
- Removed _____
- Notes _____
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ECONOMIC DEVELOPMENT COMMITTEE REPORT:

1. EDC 2026-12 Ordinance Amending the Yorkville City Code (Permit Fee-Plan Review Fee Schedule)

- Approved: Y _____ N _____ Subject to _____
- Removed _____
- Notes _____
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PLANNING AND ZONING COMMISSION:

1. PZC 2025-14 & EDC 2025-85 Yorkville School District 115

a. Ordinance Annexing Certain Territory Located Generally North of River Road, West of Game Farm Road, and East of Eldamain Road, to the United City of Yorkville (Yorkville School District 115)

Approved: Y _____ N _____ Subject to _____
 Removed _____

b. Ordinance Authorizing the Execution of an Annexation Agreement By and Between the United City of Yorkville and Yorkville Community Unit School District 115

Approved: Y _____ N _____ Subject to _____
 Removed _____

c. Ordinance Approving the Rezoning to the PI Public Institutional Zoning District of Certain Territory Located Generally North of River Road, West of Game Farm Road, and East of Eldamain Road (Yorkville School District 115)

Approved: Y _____ N _____ Subject to _____
 Removed _____

Notes _____

MAYOR'S REPORT (CONT'D):

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

Approved: Y _____ N _____ Subject to _____
 Removed _____
 Notes _____

5. CC 2025-09 Lake Michigan Water Project Update

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



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

Agenda Item Number

Presentation #1

Tracking Number

Agenda Item Summary Memo

Title: Check Presentations

Meeting and Date: City Council – February 10, 2026

Synopsis: A presentation will take place with check presentations to Yorkville American Legion Flags of Valor and Knights of Columbus.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Tim Evans Parks and Recreation
Name Department

Agenda Item Notes:



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

Agenda Item Number

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – January 13, 2026

Meeting and Date: City Council – February 10, 2026

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jori Contrino Administration
Name Department

Agenda Item Notes:

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
HELD IN THE CITY COUNCIL CHAMBERS,
651 PRAIRIE POINTE DRIVE ON
TUESDAY, JANUARY 13, 2026**

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

ROLL CALL

City Clerk Contrino called the roll.

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

Staff in attendance at City Hall: City Administrator Olson, City Clerk Contrino, Chief Jensen, Attorney Tornatore, Public Works Director Dhuse, Finance Director Fredrickson, Parks and Recreation Director Evans, Assistant City Administrator Willrett, Economic Development Coordinator Gregory, Economic Development Director Dubajic Kellogg, and EEI Engineer Sanderson.

Staff in attendance electronically: Community Development Director Barksdale-Noble

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

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

<https://us02web.zoom.us/j/83342188718?pwd=evBuN0odhyjabv4znpj7LZWtTnud76s.1>.

The Zoom meeting ID was 833 4218 8718.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

None.

PUBLIC HEARINGS

1. Yorkville School District 115 – Annexation Agreement

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

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

1. Minutes of the Regular City Council – December 9, 2025
2. Bill Payments for Approval
 - \$ 4,498,594.08 (vendors)
 - \$ 4,964,334.00 (wire payments)
 - \$ 484,221.40 (payroll period ending 12/05/25)
 - \$ 458,889.99 (payroll period ending 12/19/25)
 - \$ 469,173.42 (payroll period ending 01/02/26)
 - \$ 10,875,212.89 (total)

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

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

REPORTS

MAYOR’S REPORT

Resolution 2026-01

**Approving a Settlement Agreement (Whispering
Meadows Community Association, Inc.)
(CC 2026-01)**

Mayor Purcell entertained a motion to approve a Resolution Approving a Settlement Agreement (Whispering Meadows Community Association, Inc.). So moved by Alderman Koch; seconded by Alderman Hyett.

Mayor Purcell shared that this is a reimbursement to the Whispering Meadows Community Association. The Association had previously paid to finish roads in their community. The City is reimbursing them \$40,000 from the settlement the City received. Alderman Marek thanked the Council and his predecessor, Alderman Joel Frieders, for all of the work since 2006 on this situation.

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

Ordinance 2026-01

**Authorizing the borrowing of an aggregate principal amount of not to exceed \$170,000,000 from the United States Environmental Protection Agency for the purpose of paying eligible costs of enhancing the City’s water delivery system; authorizing and providing for the execution and delivery of a WIFIA Loan Agreement and WIFIA Term Sheet relating to such loan; authorizing and providing for the issuance of a general obligation alternate revenue bond in evidence of such borrowing; providing for the imposition of taxes to pay the same and for the collection, segregation and distribution of the net revenues derived by the City from its water delivery system for the payment of said bond; authorizing the issuance of the bond to the United States Environmental Protection Agency; authorizing the establishment of a bond fund and accounts therein for the payment of such bond; and authorizing certain related actions in connection with the issuance of such bond.
(CC 2026-02)**

Mayor Purcell entertained a motion to approve an Ordinance authorizing the borrowing of an aggregate principal amount of not to exceed \$170,000,000 from the United States Environmental Protection Agency for the purpose of paying eligible costs of enhancing the City’s water delivery system; authorizing and providing for the execution and delivery of a WIFIA Loan Agreement and WIFIA Term Sheet relating to such loan; authorizing and providing for the issuance of a general obligation alternate revenue bond in evidence of such borrowing; providing for the imposition of taxes to pay the same and for the collection, segregation and distribution of the net revenues derived by the City from its water delivery system for the payment of said bond; authorizing the issuance of the bond to the United States Environmental Protection Agency; authorizing the establishment of a bond fund and accounts therein for the payment of such bond; and authorizing certain related actions in connection with the issuance of such bond and authorize the Mayor and City Clerk to execute. So moved by Alderman Marek; seconded by Alderman Soling.

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

PUBLIC WORKS COMMITTEE REPORT

No report.

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

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

Alderman Marek reported that work has begun on Book Road in Naperville regarding the Lake Michigan Water Project.

ADDITIONAL BUSINESS

None.

CITIZEN COMMENTS

Lydia Battaglia, a Yorkville resident, raised traffic and safety concerns regarding semi-truck traffic on Boombah Road near the lettuce farm. She noted that a tree is obstructing a posted “No Trucks” sign near the new Public Works facility and that there is no stop sign near Boombah Road and the gymnastics facility by the pond. She requested these issues be reviewed and added to a future Public Works agenda. Ms. Battaglia also spoke in opposition to data center development, citing personal experience, and raised concerns regarding public safety, environmental impacts, property values, and representation of residents.

Leese Poss, a Yorkville resident, stated she has not heard positive impacts associated with data centers and questioned how they benefit Yorkville residents. City Administrator Olson indicated he would provide additional information following the meeting.

Chuck Hasper, a Yorkville resident, asked about planned improvements to Galena Road.

Karen Brady asked whether an environmental impact study has been conducted and referenced studies in other communities showing negative impacts.

Cecilia Martinez, raised questions regarding water and electricity usage for data centers, including whether water would be transported from Lake Michigan and whether renewable energy or offset plans are being considered. She referenced proposed state legislation related to residents living near data centers and expressed concern regarding property values and environmental impacts.

Andy Egner, a Yorkville resident, echoed prior comments and urged the Council to consider long-term impacts.

Sydney Golowacz spoke on behalf of residents and expressed concerns regarding taxes and opposition to data center development, stating the project benefits the City financially but not residents.

Dylan Loos encouraged the Council to consider the residents they represent when making decisions.

Astrid Felix expressed concern regarding prior actions and encouraged residents to attend the upcoming Planning and Zoning Commission meeting regarding the Meyer rezoning.

Patty Mayo-Katslon expressed concern that residents feel their comments are not being adequately heard.

Prsicilla Tolemy, via Zoom, stated that the discussion impacts families and children and expressed opposition to the proposal.

Anna, via Zoom, requested that Council members independently research the issues raised during public comment and expressed concern regarding long-term community impacts.

EXECUTIVE SESSION

None.

ADJOURNMENT

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 8:52 p.m.

Minutes submitted by:

Jori Contrino,
City Clerk, City of Yorkville, Illinois

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UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

CITY COUNCIL MEETING
PUBLIC HEARING

651 Prairie Pointe Drive
Yorkville, Illinois

Tuesday, January 13, 2026

7:00 p.m.

1 PRESENT: (In-person and via Zoom)

2 Mr. John Purcell, Mayor;

3 Mr. Ken Koch, Alderman;

4 Mr. Dan Transier, Alderman;

5 Mr. Craig Soling, Alderman;

6 Mr. Arden Joe Plocher, Alderman;

7 Mr. Chris Funkhouser, Alderman;

8 Mr. Matt Marek, Alderman;

9 Mr. Rusty Corneils, Alderman;

10 Mr. Rusty Hyett, Alderman.

11 ALSO PRESENT:

12 Mr. Bart Olson, City Administrator;

13 Ms. Jori Contrino, City Clerk;

14 Ms. Erin Willrett, Assistant City
15 Administrator;

16 Mr. Rob Fredrickson, Finance Director;

17 Mr. Eric Dhuse, Public Works Director;

18 Mr. James Jensen, Chief of Police;

19 Mr. Tim Evans, Parks and Recreation
20 Director;

21 Ms. Krysti Barksdale-Noble, Community
22 Development Director;

23 Mr. Brad Sanderson, City Engineer.

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APPEARANCES:

OTTOSEN, DiNOLFO, HASENBALG & CASTALDO,
LTD.

BY: MR. SAM TORNATORE
2441 Warrenville Road, Suite 301
Lisle, Illinois 60532
(630) 682-0085

appeared on behalf of the United City of
Yorkville.

- - - - -

REPORTED BY: Christine M. Vitosh

Illinois C.S.R. License No. 084-002883

1 (WHEREUPON, the following
2 proceedings were had in public
3 hearing, commencing at 7:04 p.m.
4 as follows:)

5 MAYOR PURCELL: We have a public hearing
6 for the Yorkville School District 115 annexation
7 agreement. 7:05 p.m. I open the public hearing
8 for Yorkville School District 115 annexation
9 agreement.

10 If anyone here would like to speak
11 regarding the Yorkville School District 115
12 annexation agreement, please step to the
13 microphone, state your name.

14 (No response.)

15 MAYOR PURCELL: No one here would like
16 to speak to the matter? Is there anyone zooming
17 in?

18 ALDERMAN MAREK: Mayor, hold on one
19 second.

20 MR. BECK: I thought maybe you guys were
21 going to present what's going on first. This is
22 the first I heard about this meeting. This is
23 about the school?

24 MAYOR PURCELL: Yeah. This is just a

1 public hearing. We have no presentation tonight.

2 MR. BECK: Oh, no presentation?

3 MAYOR PURCELL: Yeah, no. All they are
4 looking for right now is annexation. They don't
5 have a -- they don't have a -- they have not
6 submitted a plan. Is Krysti not here or --

7 MS. CONTRINO: She is over Zoom.

8 MAYOR PURCELL: Krysti, I don't know if
9 you can hear me. Has the school district
10 submitted a plan yet or not?

11 MR. OLSON: She may not be unmuted
12 either. Let me see if I can fix that.

13 MS. DI VERDE: No, we haven't, Mayor.

14 MAYOR PURCELL: Oh, okay. Perfect.
15 Heather, can you just step to the -- just state
16 that for the record?

17 MS. NOBLE: I'm sorry. I was let in
18 now, Mayor. I am here.

19 MAYOR PURCELL: Okay. Krysti, the
20 school district has not submitted a plan yet; is
21 that correct?

22 MS. NOBLE: Correct. They are just
23 looking for annexation.

24 MAYOR PURCELL: Okay. So this is not

1 normal how we do it, but this is just an
2 annexation, public hearing on annexation. There
3 is no plan submitted.

4 MR. BECK: So what is this then?

5 MS. DURLAND: So protest to it or --

6 MAYOR PURCELL: I mean, if you have
7 comments regarding the annexation, feel free to
8 make comments, but there is no plan. They don't
9 have a layout or anything like that --

10 MS. DURLAND: Okay.

11 MAYOR PURCELL: -- to discuss.

12 MR. BECK: But then if you annex it,
13 then it's already set, correct?

14 MAYOR PURCELL: No, they would --
15 Krysti, correct me if I am wrong. If the
16 annexation -- and this is not a vote for
17 annexation tonight, this is just a public
18 hearing. The vote would take place at
19 potentially what date, the vote for annexation,
20 Krysti?

21 MS. NOBLE: It would be in February.
22 There is a public hearing tomorrow night for the
23 rezoning at the Planning and Zoning Commission.

24 MAYOR PURCELL: And that's in this same

1 room, correct?

2 MS. NOBLE: Correct.

3 MAYOR PURCELL: And that's at 6:00 p.m.?

4 MS. NOBLE: 7:00 p.m.

5 MAYOR PURCELL: 7:00. 7:00 p.m. Okay.

6 And will there be a plan there tomorrow or no
7 plan tomorrow either?

8 MS. NOBLE: The school district has not
9 provided a plan for the site, so there would not
10 be a plan, it would just be a rezoning from the
11 R-1 to the Public Institution zoning district.

12 MAYOR PURCELL: Okay. And a plan --
13 Heather, I am going to ask you, put you on the
14 spot, I'm sorry.

15 MS. DI VERDE: That's okay.

16 MAYOR PURCELL: I am assuming a plan
17 will not be submitted until the school finds out
18 about the referendum; is that correct?

19 MS. DI VERDE: Yes. Wait for the
20 referendum.

21 MAYOR PURCELL: So it could be sometime
22 March depending how the referendum goes, could be
23 later in the year?

24 MS. DI VERDE: Yes.

1 MAYOR PURCELL: Okay.

2 MS. DI VERDE: Yes. So -- Okay.

3 MAYOR PURCELL: Go ahead, yeah, step --
4 Yeah, again, this is not normally how we do this,
5 but there is obviously some confusion.

6 MS. DURLAND: I have a question.

7 MAYOR PURCELL: Sure.

8 MS. DURLAND: Has there been any impact
9 study or anything like that as far as -- River
10 Road is a very narrow road. Is access going to
11 come off of River Road? Where is this coming
12 from?

13 MAYOR PURCELL: So the -- and, again,
14 there is no plan submitted, but the discussions
15 we've had have been the main access would be off
16 of Route 34 because there is a light there.

17 There might be emergency access off
18 of River Road, but that would not -- at least
19 that's the discussion today, that would not be a
20 main access.

21 MS. DURLAND: So will there be a vote
22 then on the annexation I guess is my --

23 MAYOR PURCELL: Tonight there will not
24 be. There will be a vote, as Krysti said, in

1 February on the annexation.

2 MS. DURLAND: Is that a public vote
3 or --

4 MAYOR PURCELL: Absolutely, yeah.

5 MS. DURLAND: Okay.

6 MAYOR PURCELL: Yeah. But tonight is
7 just for people to make comments on the
8 annexation.

9 MS. DURLAND: Okay.

10 MR. BECK: Potentially access to
11 Schaefer or the Eldamain Road --

12 MS. CONTRINO: Yeah, can you ask them
13 for their name?

14 MAYOR PURCELL: I'm sorry. You are
15 supposed to state your name for the record. My
16 apologies.

17 MS. DURLAND: I'm sorry. Cheryl
18 Durland.

19 MAYOR PURCELL: No, I should have stated
20 that.

21 MS. DURLAND: I'm sorry.

22 MR. BECK: I got my name --

23 MS. DURLAND: You speak for yourself.

24 MR. BECK: You are doing such a nice

1 job.

2 MR. BECK: Hi, my name is Jim Beck.

3 MAYOR PURCELL: Jim, I haven't seen you
4 in ages.

5 MR. BECK: And I live on River Road,
6 too. Now, from what I understand is they -- if
7 they do put the school in, which if you annex it
8 and then rezone it, you're going to have a
9 school, period. This is the way it always works.

10 How is that going to impact me if
11 you guys put a road -- I mean, I know there is no
12 plan, but what happens if you put a road to
13 Schaefer Road from the back of the school?

14 You need more than one entrance to
15 the school, correct, for safety?

16 MAYOR PURCELL: I don't know the answer.

17 MR. BECK: I would think so.

18 MAYOR PURCELL: Yeah.

19 MR. BECK: I understand there is going
20 to be a road that goes from the back of the
21 school and going to meet with Eldamain and
22 probably Schaefer Road, okay? That will impact
23 me big time. It will cut right through my farm.

24 I would like to know this before all

1 this is being voted on and be passed because I
2 have got stepped on when they did Eldamain Road.

3 The needs of the many outweigh me.
4 15 acres, they cut off my property. Not very
5 happy. I had nothing to do. All they could say
6 is we're going to take your land if you don't
7 accept our payment, so I just want to make sure
8 that this is not going to happen again.

9 I would like to know if you -- you
10 know, if you annex it and then zone it, you're
11 going to have a school. You know you are.
12 Right? I mean, I would say yes.

13 MAYOR PURCELL: No, we're not disputing
14 that, I just -- I can't tell you what the plan is
15 because there is no plan.

16 MR. BECK: I understand, but once all
17 this extra stuff is done, there would be a
18 school.

19 MAYOR PURCELL: I would probably agree,
20 the school district didn't buy the property with
21 the intent of just leaving it vacant.

22 MR. BECK: Yes. Yes.

23 MAYOR PURCELL: Yeah.

24 MR. BECK: So we need to know for us how

1 it's going to impact us who have lived there and
2 had a farm there for over a hundred years.

3 It makes a lot of difference to me.
4 I know I am only one person, but it does.

5 MAYOR PURCELL: Okay.

6 MR. BECK: So I would like to know this
7 before all this is voted, but we will never know
8 until everything is voted.

9 MAYOR PURCELL: The vote on the
10 annexation will be separate than the vote on the
11 plan. The plan is the later vote. Is that
12 correct, Krysti? Make sure I'm correct.

13 MS. NOBLE: That's correct.

14 MAYOR PURCELL: Okay. Thank you.
15 Okay. Anyone else who wants to comment on the
16 annexation? Step to the microphone, please, and
17 state your name.

18 MR. MACEDO: My name is Gerardo Macedo.
19 I live on River Road. I just want to know how is
20 this going to take effect, when it's supposed to
21 take effect, as opposed to like the rezoning and
22 then annexation, when will this take effect, and
23 how much are you getting into River Road?

24 Because I have lived there for

1 four years, and when I got there, there wasn't
2 nothing but what's already there, and it's
3 changed so much in the last four years that I
4 lived here, and I like the seclusion of River
5 Road, and unfortunately as it is now, it is
6 already a high transited road since you guys
7 opened Eldamain bridge, and it affects it a lot.

8 And I really do not like the idea of
9 having to be annexed or rezoned or any of this,
10 and I don't -- I'm talking too much already, but
11 I just want to say that I am like thoroughly
12 against the idea of being annexed, and that's
13 what I want to say again. I said too much. But
14 thank you.

15 MAYOR PURCELL: Thank you. Is there
16 anyone else who would like to speak at the public
17 hearing for the Yorkville School District 115
18 annexation agreement?

19 MS. SMITH: My name is Amber Smith, I am
20 also a resident on River Road, so we are like the
21 houses where it all comes straight up to.

22 I think that, again, it's hard to
23 make decisions on how we all feel about it and
24 how it will affect us when there is no plan, we

1 don't know what happens next.

2 But also in the pictures of the map
3 where it comes across, like it looks like it
4 comes all the way across River Road into the
5 front of our properties, so I don't know how we
6 know --

7 Does that take our easements? Like
8 how much into that does it come, how far across
9 River Road? Like we all live straight across
10 there and my house is up at the top.

11 MAYOR PURCELL: Krysti?

12 MS. SMITH: I don't know how we find out
13 this information, you know.

14 MAYOR PURCELL: Sure.

15 MS. SMITH: Like we don't know how it's
16 going to affect us to vote on it.

17 MAYOR PURCELL: Krysti?

18 MS. NOBLE: So it does not affect your
19 properties; it's only the parcels that the school
20 district purchased, which are on the map.

21 The map can be a little deceiving
22 because of color bleeding, but it's all within
23 the two parcels that the school district
24 purchased.

1 MS. SMITH: Okay. Because on the
2 picture that we all got, you know, certified, had
3 to sign for at our houses, it comes all the way
4 across River Road, like the lines, into the front
5 of ours.

6 MR. MACEDO: That's not --

7 MS. SMITH: It's not just like -- it's
8 not just color bleeding, like it comes all the
9 way across.

10 MS. NOBLE: I don't know what pictures
11 were sent, maybe it was a map of the location
12 map, so I -- the parcels are listed on the actual
13 map, so it would show that it's two parcels,
14 one -- 0230040006 and 0231226-002, so those are
15 the only two parcels. It does not encroach on
16 anyone else's property.

17 MS. DURLAND: Does it come up to River
18 Road?

19 MS. SMITH: Yeah, it comes all the way
20 up to River Road on the other side. Like where
21 does that end then if the picture that we were
22 all sent are inaccurate?

23 MS. NOBLE: The pictures should not be
24 inaccurate, they should be the same pictures in

1 staff's memo. I would be happy to talk with you
2 later to show you the contours of what's being
3 annexed.

4 MS. SMITH: So we are saying where does
5 it actually end then, right?

6 ALDERMAN SOLING: I see what you're
7 saying.

8 MS. DURLAND: Yeah, because it looks
9 like it comes to River Road, and if it does and
10 it's on River Road --

11 MS. SMITH: I mean, I don't know how we
12 find out that information, but the picture he
13 just showed me also comes all the way across the
14 road.

15 ALDERMAN MAREK: So, Krysti, I think
16 kind of the confusion in the reference -- and
17 Craig did show, is the parcel that ends in 002,
18 if you look at it, it looks like the parcel ends
19 across River Road, but it should abut up to River
20 Road, correct?

21 MS. NOBLE: That is correct.

22 MS. SMITH: That was I think the answer
23 to my question. Thank you, Matt.

24 ALDERMAN MAREK: Thank you.

1 MS. SMITH: Yeah. I don't know what
2 else to say other than like I think that we all
3 have the same sentiment, it's really, really hard
4 to vote on something and how things happen next.

5 I mean, I know first is annexation
6 and then you do rezoning, so that's a completely
7 different thing, so that is the rezoning and then
8 you have the school right next to a jail, and
9 it's -- there is a lot, right? Like once it gets
10 annexed and nobody votes against that it goes --
11 I mean, rezoning is happening tomorrow. Like how
12 do we have -- I guess I don't understand
13 hearings, but how do we rezone or --

14 MAYOR PURCELL: Rezoning is not
15 tomorrow.

16 ALDERMAN KOCH: No, it's not.

17 MAYOR PURCELL: That is -- that is the
18 Plan Commission.

19 MS. SMITH: It's the same thing like
20 this?

21 MAYOR PURCELL: They will have more
22 information and they will talk -- Krysti, what
23 exactly are you going to talk about tomorrow or
24 in general?

1 MS. NOBLE: It's the rezoning of the
2 three parcels. When a property is annexed, it
3 goes automatically to the R-1 District, so they
4 are requesting a rezone -- where schools are
5 outright permitted, but they are requesting to go
6 to the Public Institutional District, which
7 specifically accommodates school entities.

8 MR. BECK: Can we have some picture on
9 the front?

10 MAYOR PURCELL: We are working on it,
11 yeah.

12 MR. BECK: Okay.

13 MAYOR PURCELL: Bear with us.

14 MS. SMITH: I guess I'm new to public
15 hearings. I just don't understand how we like
16 talk about rezoning when we're not even talking
17 about the annexing and then we go -- like it
18 feels like a lot with no information.

19 ALDERMAN SOLING: I understand your
20 question. So when it goes to the Planning and
21 Zoning Commission, it's separate from the City
22 Council.

23 They view -- they take all the
24 information in and they give a recommendation to

1 the City Council for us to vote on the
2 annexation, so the actual physical vote won't
3 come until February.

4 Does that make sense?

5 MS. SMITH: Okay.

6 MAYOR PURCELL: Okay. Bart?

7 MS. SMITH: Okay.

8 MR. OLSON: Sure. So this is a GIS
9 website put up by Kendall County, so I'm doing
10 this on the fly here, I don't have a pre --
11 pre-done map.

12 But Blackberry Woods is here, we've
13 got the Rush-Copley campus here, Route 34 is just
14 to the north. This is the main parcel. I'm
15 going to scroll down because it's a county
16 website, it's not allowing me to go that far.

17 That parcel ends just north of River
18 Road and it also includes this little easement
19 here, which I believe ends at River Road.

20 So the correct answer to how does
21 this impact my property would be you'd have to go
22 back and check your title, you'd have to ask the
23 school district to review their title -- I'm
24 sorry, right there -- and see how the

1 right-of-way of the road -- you know, is it
2 easement or right-of-way and how that impacts
3 your title individually, but the two parcels are
4 this one and then the one that's just to the
5 north of it.

6 MS. SMITH: Yeah. Okay.

7 MAYOR PURCELL: Other questions? Or let
8 me rephrase. Comments. Comments. Any comments?
9 We are trying to answer them, but --

10 MS. DURLAND: Okay. Here is I think the
11 thing -- Cheryl Durland again. I guess here is
12 my issue, even looking at that picture --

13 UNIDENTIFIED AUDIENCE MEMBER: Can we
14 have the map back up?

15 MS. DURLAND: -- if it's different,
16 again, the City comes out on River Road there.
17 There is a big issue already, they put the
18 sanitary district or whatever that plant is
19 there, okay, the road is already very, very
20 narrow.

21 If any part of that property is
22 going to be accessed from River Road, you're
23 going to have to tear down your new sanitary
24 district or to widen the road or condemn -- I

1 can't think of the names, Beckman's property,
2 which is a historical site, part of the
3 underground railroad.

4 I'm concerned -- it just looks bad
5 to me how this is going to work. Already River
6 Road is a problem site. I don't think -- unless
7 you live on it, you can't comprehend how
8 dangerous River Road is.

9 MR. BECK: I think River Road is a
10 scenic --

11 MAYOR PURCELL: Okay. Thank you.

12 MS. DURLAND: I don't know if that's --
13 I think that's something that --

14 MAYOR PURCELL: Look, I think we
15 understand your concern. We're not going to
16 resolve those issues tonight --

17 MS. DURLAND: No, no.

18 MAYOR PURCELL: -- because we don't have
19 a plan.

20 MS. DURLAND: I'm just saying I think
21 when it comes to this annexation and this vote
22 and stuff I think it should be made plainer where
23 that's going, okay?

24 MAYOR PURCELL: Okay.

1 MR. MACEDO: There is just one thing I
2 want to add.

3 MAYOR PURCELL: Sure. Just state your
4 name again, please.

5 MR. MACEDO: Gerardo Macedo. You guys
6 are affecting only about 15 properties, 16
7 properties, I don't know exactly, but the thing
8 is that whether the vote comes in, we could be 15
9 property owners and no matter what our 15
10 properties, even though we all agree on this not
11 being annexed, it will outweigh -- we won't
12 outweigh you guys.

13 MR. BECK: No.

14 MS. DURLAND: No.

15 MR. MACEDO: Not at all.

16 MR. BECK: Not at all.

17 MR. MACEDO: And nothing that we can say
18 is going to change that fact, but every single
19 one of my neighbors agree that they do not want
20 this, but no matter what happens, you guys are
21 still going to annex it no matter what.

22 And this is what's concerning, that
23 in the last four years there's been three
24 accidents outside my house, once with my

1 girlfriend, she got T-boned and she was in the
2 hospital, all right?

3 Once you guys start doing work on
4 River Road, you are going to widen that road and
5 it's going to affect us even more because no
6 matter what we say in here, people are jerks and
7 they are going to drive heavy on that road as
8 they already do.

9 UNIDENTIFIED AUDIENCE MEMBER: They do.

10 MR. MACEDO: There is -- no matter what
11 you say, every single time that I talked to a
12 sheriff, we are going to drive down this road to
13 make sure that people aren't speeding, that does
14 not change that fact.

15 Once there is a road being widened
16 right in front of me, that's going to change the
17 speed from maybe people driving 50 miles an hour
18 to driving 55, 60.

19 There's -- there's got to be a plan
20 to avoid having any other access to River Road,
21 only to emergency vehicles, and there is nothing
22 that you can do to change it unless there is
23 something in paper.

24 MAYOR PURCELL: So, again, this vote is

1 for the annexation. While I understand your
2 concerns and frustrations, this vote -- well,
3 this actually is not a vote, it's a public
4 hearing. The first step the City Council would
5 take would be a vote for annexation. That vote
6 for annexation will not -- it just won't address
7 what you're saying.

8 MR. MACEDO: It won't.

9 MAYOR PURCELL: The plan that they bring
10 forward will --

11 MR. MACEDO: So no matter what we do,
12 even if every single property owner that is being
13 affected does not agree with this annexation --

14 MR. BECK: It's going to happen.

15 MR. MACEDO: -- it's going to happen.

16 MR. BECK: Yep.

17 UNIDENTIFIED AUDIENCE MEMBER: So what
18 do we have to do to oppose the annexation?

19 MAYOR PURCELL: State here that you are
20 opposed to the annexation. That's -- I mean,
21 this is your opportunity.

22 MR. MACEDO: Then what you're going to
23 do is just say oh, 50 property owners, fuck them,
24 we'll still agree.

1 MAYOR PURCELL: Okay. Heather --

2 MR. MACEDO: Sorry, sorry, sorry, sorry,
3 sorry.

4 MAYOR PURCELL: No, Heather's turn.
5 Heather. We understand your opposition.

6 MR. MACEDO: Yes.

7 MAYOR PURCELL: Thank you.

8 MS. DI VERDE: I may be able to help you
9 here. Okay. I am Heather Di Verde, I work for
10 the Yorkville School District. I am executive
11 director of facility operations.

12 So in our application for rezoning
13 and annexation we have not requested for the road
14 to go through. They have been -- in their
15 paperwork it's not -- we are not putting a road
16 through from the north end to the south end, so
17 our road, the road that we will be putting
18 through, will be coming from 34 on Beecher.

19 And we have no plans yet, we are
20 waiting for the referendum and then our
21 architects will be putting something together and
22 then we will be bringing it back to the City, but
23 right now in our application we did put that we
24 are not putting a road through to River Road. We

1 are going to be stopping where our school stops.

2 MR. BECK: So you're going to have only
3 one road accessing the school?

4 MS. DI VERDE: No, we are working with
5 Rush-Copley Hospital --

6 MR. BECK: Okay. All right.

7 MS. DI VERDE: As far as we have had
8 meetings with them as far as using some of their
9 land to get a second egress out off of the
10 property. Does that help?

11 MAYOR PURCELL: That helps, yeah.

12 MS. DI VERDE: Okay.

13 MR. BECK: Just as long as it doesn't
14 run through my farm.

15 MS. DI VERDE: Okay.

16 MR. BECK: How it is.

17 MAYOR PURCELL: Dan?

18 MS. DI VERDE: Yeah, the school district
19 hasn't had plans for that, but again the plans
20 could be coming later.

21 MR. BECK: Could come later after --

22 MS. DI VERDE: We just need to annex and
23 rezone it so we could get a PI zoning.

24 MAYOR PURCELL: Dan?

1 MS. DI VERDE: Sorry.

2 MAYOR PURCELL: Thanks for your --

3 ALDERMAN TRANSIER: When the school
4 district --

5 MAYOR PURCELL: Make sure you speak in
6 the mic, please.

7 ALDERMAN TRANSIER: When the school
8 district is finally prepared to put together a
9 development plan, is it going to be open in a
10 public forum?

11 Are the people who are here today
12 expressing their concerns about how this is going
13 to affect the traffic and the roads in front of
14 their homes, are they going to be allowed to see
15 how the school is going to develop this property?

16 MS. DI VERDE: Yes. Absolutely. We are
17 working with our architects right now. Once --
18 If the referendum passes, then we move forward
19 and then we bring everything out and there will
20 be drawings, you will be able to see where the
21 entrance and exits are, so that will all be in
22 detail.

23 ALDERMAN TRANSIER: And then the final
24 approval for those plans would come to the City

1 Council?

2 MS. DI VERDE: To the City, yeah.

3 ALDERMAN TRANSIER: Right? And that's
4 also a public forum, so the people who --

5 MS. DI VERDE: We have to work with the
6 City as far as detention, water, yes, all of
7 that.

8 ALDERMAN TRANSIER: So these steps are
9 going to be open, these steps are going to be
10 public, and everyone is going to have an
11 opportunity to see how it's going to be --

12 MS. DI VERDE: Yes.

13 ALDERMAN TRANSIER: -- how it's going to
14 proceed.

15 MS. DI VERDE: Yes.

16 ALDERMAN TRANSIER: Thank you.

17 ALDERMAN KOCH: One more question.

18 MAYOR PURCELL: Mr. Koch. Sorry.

19 ALDERMAN KOCH: River Road, is that --

20 MAYOR PURCELL: Talk into your mic.

21 ALDERMAN KOCH: Is River Road a county
22 road, right?

23 MR. BECK: Township. Bristol Township.

24 ALDERMAN KOCH: Township? Okay.

1 MS. DURLAND: Part of it is -- starts
2 out as City and then goes to township.

3 MS. DI VERDE: Then it goes to the City.

4 MS. DURLAND: I think the City runs up
5 to the --

6 MR. DURLAND: PNA Camp.

7 MS. DURLAND: Right?

8 MR. DURLAND: Yeah.

9 MAYOR PURCELL: I don't know where the
10 line is.

11 MR. BECK: Well, to the hill.

12 MS. DURLAND: To the hill, yeah.

13 MR. DURLAND: You should know if you're
14 mayor.

15 (Laughter.)

16 MR. DURLAND: Yeah, you should know.
17 Sorry, John.

18 MAYOR PURCELL: It's going to be in
19 front of your house.

20 MR. DURLAND: We've been friends a long
21 time, John.

22 MAYOR PURCELL: Next week in front of
23 your house, Kenny. Okay. Other comments.

24 MR. DURLAND: I still have two

1 eight-inch dampers from my chimney I want to
2 return for credit.

3 (Laughter.)

4 MAYOR PURCELL: We closed at 7:00.

5 Any other comments or questions on
6 the Yorkville School District 115 annexation
7 agreement? Yep, just come back in, state your
8 name.

9 MR. ZUPANCIC: Hi. My name is Chris
10 Zupancic. I don't live on River Road, but I own
11 a property between those two nice folks over
12 there.

13 MR. BECK: There you go.

14 MR. ZUPANCIC: My main questions or
15 concerns were like where would the stormwater
16 run-off go. You know, like that parcel goes all
17 the way south to directly in line with me and
18 Amber and Gerardo over there, so like the way
19 they grade it would really affect me.

20 If all the stormwater ran off to the
21 south directly, you know, it would probably come
22 down my hill and flood my building out as well as
23 theirs.

24 And then I was curious where they're

1 going to bring the, you know, sewer main through,
2 if they would run it down River Road to the
3 treatment plant directly or if they were going to
4 meander through the neighborhood and tie in on
5 47, or where would that all come from.

6 And then I imagine they've got water
7 main infrastructure already ran out that way
8 because there is subdivisions and stuff, so that
9 would be easy, you know, the water mains are
10 probably sized for expansion, but, you know,
11 where they are going to put all that stuff. Will
12 they tie it on to something existing nearby or
13 will they have to run all new stuff to the
14 treatment plant down River Road or would they need
15 to buy up more property or run a storm sewer down
16 to the river. You know, that's all stuff that is
17 unknown I guess at this time, but those are my
18 concerns, you know, and that's pretty much all
19 I've got to say. Thanks.

20 MAYOR PURCELL: Thank you. Krysti and
21 Brad, those engineering questions would be
22 addressed at what phase?

23 MS. NOBLE: When a plan has been
24 submitted.

1 MAYOR PURCELL: Okay. Thank you.

2 Are there any other comments for the
3 Yorkville School District 115 annexation
4 agreement? Oh.

5 MR. MOUGOLIAS: My name is Thomas
6 Mougolias, I live on River Road as well. Right
7 behind my house is recreation. The DNR has -- I
8 have like a hunting blind. People hunt on the
9 river right behind my house.

10 If they annex it and rezone it, what
11 happens with hunting? We are too close to a
12 school.

13 POLICE CHIEF JENSEN: No.

14 MR. BECK: No, not at all. 400 yards.

15 MR. MOUGOLIAS: From your property line.

16 MR. DURLAND: 400 feet, that's all they
17 need.

18 MR. MOUGOLIAS: 400 feet or 400 yards?

19 MR. BECK: 400 feet.

20 MR. MOUGOLIAS: I thought it was 400
21 yards.

22 MR. BECK: No, 400 feet.

23 MR. MOUGOLIAS: So that would never
24 be --

1 MR. BECK: It won't affect it.

2 MR. MOUGOLIAS: Because from my -- from
3 River Road to the river where it -- it's less
4 than 400 yards, and that's why -- it's probably
5 150.

6 MR. BECK: 400 feet.

7 UNIDENTIFIED AUDIENCE MEMBER: From the
8 building or from the school itself?

9 MR. MOUGOLIAS: From the building or
10 from the property line?

11 MAYOR PURCELL: I guess the DNR will
12 have to decide that. That's not our call.

13 MR. MOUGOLIAS: Because they hunt all --

14 POLICE CHIEF JENSEN: I'll step back
15 here and you can --

16 MAYOR PURCELL: Are there any other
17 comments regarding the Yorkville School District
18 115 annexation agreement?

19 (No response.)

20 MAYOR PURCELL: Is there anyone on Zoom
21 who would like to comment on the Yorkville School
22 District 115 annexation agreement? If so, raise
23 your hand on Zoom, if you know how to do that
24 because I sure wouldn't.

1 MR. OLSON: Or you can type your name
2 into the chat and we will unmute you.

3 MAYOR PURCELL: Oh. You can type your
4 name into the chat and we will unmute you.

5 MR. OLSON: Yeah.

6 (No response.)

7 MAYOR PURCELL: I'm not seeing anyone.
8 Okay. At 7:30 we will close the public hearing
9 for the Yorkville School District 115 annexation
10 agreement.

11 Thank you.

12 (Which were all the proceedings had
13 in the public hearing, concluding
14 at 7:30 p.m.)

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

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

6 That the foregoing public hearing
7 transcript, Pages 1 through 36, was reported
8 stenographically by me by means of machine
9 shorthand, was simultaneously reduced to
10 typewriting via computer-aided transcription
11 under my personal direction, and constitutes a
12 true record of the testimony given and the
13 proceedings had;

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

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

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

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

3 IN WITNESS WHEREOF, I do hereunto set my
4 hand at Leland, Illinois, this 23rd day of
5 January, 2026.

6

7

8 /s/ Christine M. Vitosh

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

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01:36:52 A: 🙌🙌🙌

01:42:56 Angela Egner: 🙌🙌🙌 Lydia 🙌🙌🙌

01:51:12 A: 🙌🙌🙌🙌🙌🙌🙌🙌

01:54:49 David McCurdy: EVERY SINGLE PERSON I have mentioned the proposed data centers has said I better move, and move quick. There is npt ONE single upside to Yorkville getting data centers.

02:05:32 A: 🙌🙌🙌🙌🙌

02:05:34 hillary rice: Exactly! They don't deserve their spot

02:07:06 David McCurdy: I can think of a reason why the mayor and all the aldermen are for the data centers. Gee, I wonder if each of them got some sort of incentive???

02:07:58 Priscilla: We do not agree with this and we deserve to have our voices heard. It is our town, it is our family, it is our livelihood, we matter and this is not the answer.

02:08:41 Priscilla: Priscilla Tolemy

02:11:04 A: 🙌

02:11:14 A: I would like to speak

02:14:33 David McCurdy: They simply DO NOT CARE.



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

Agenda Item Number

Consent Agenda #2

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – January 27, 2026

Meeting and Date: City Council – February 10, 2026

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jori Contrino Administration
Name Department

Agenda Item Notes:

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
HELD IN THE CITY COUNCIL CHAMBERS,
651 PRAIRIE POINTE DRIVE ON
TUESDAY, JANUARY 27, 2026**

Mayor Purcell called the meeting to order at 7:02 p.m. and led the Council in the Pledge of Allegiance.

ROLL CALL

City Clerk Contrino called the roll.

Ward I	Koch	Present
	Transier	Present
Ward II	Plocher	Present (electronic attendance, then arrived in person at 7:43 p.m.)
	Soling	Present
Ward III	Funkhouser	Present
	Marek	Present
Ward IV	Corneils	Present
	Hyett	Absent

Staff in attendance at City Hall: City Administrator Olson, City Clerk Contrino, Chief Jensen, Attorney Castaldo, Public Works Director Dhuse, Community Development Director Barksdale-Noble, Finance Director Fredrickson, Parks and Recreation Director Evans, Assistant City Administrator Willrett, Economic Development Coordinator Gregory, Economic Development Director Dubajic Kellogg, and EEI Engineer Sanderson.

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

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

<https://us02web.zoom.us/j/89272604524?pwd=07UzrwRsVaOvscyqMAwIXsEjOEF4Az.1>

The Zoom meeting ID was 892 7260 4524.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

Mayor Purcell moved Presentation #1 to Presentation #4.

PRESENTATIONS

**Introduction of New Community Development
Employee – Thian Dim, Planner I**

Community Development Director Barksdale-Noble introduced Thian Dim, the new Planner I.

**Introduction and Swearing-In of New Yorkville
Police Department Officer – Cody Evans**

Chief Jensen introduced Cody Evans, the new Patrol Officer for the Yorkville Police Department.

**Introduction and Welcome of Yorkville Police
Department’s Training Coordinator/Evidence
Custodian – Simon Aniello**

Chief Jensen introduced Simon Aniello, the new Training Coordinator and Evidence Custodian for the Yorkville Police Department.

**Yorkville Community Unit School District
– Yorkville CUSD 115 Referendum**

Dr. Matt Zediker, Superintendent of Schools for the Yorkville Community Unit School District 115, gave a presentation on the Yorkville CUSD 115 Referendum (*see attached*).

Mayor Purcell asked whether the referendum is required even though the District currently has funds on hand. Dr. Zediker responded that the referendum is a state requirement to issue bonds. Mayor Purcell then asked whether the bonds are for capital improvements and if they would be 30-year bonds. Dr. Zediker confirmed both. Then Mayor Purcell asked about the project timeline. Dr. Zediker stated that if approved, construction would begin in fall 2026, with student movement beginning in fall 2028. High school

improvements would involve additional logistical coordination. Approximately 90% of the bonded projects would be completed within three years following the final bond issuance, projected around 2030.

Alderman Transier asked when the tax burden will impact taxpayers if the referendum passes. Dr. Zediker stated the tax levy would begin in fall 2027 and that the Board would have discretion regarding repayment structure, which would be discussed at public Board meetings.

Alderman Marek asked about plans for Bristol Grade School, Yorkville Grade School, and the Early Childhood Center. Dr. Zediker stated that Yorkville Grade School would be demolished and replaced with parking and green space. Bristol Grade School would be taken offline, with options including sale or repurposing. The We Grow Kids building could potentially be used for employee daycare, with multiple options under consideration to assist with staff recruitment and retention.

Mayor Purcell asked about plans for the Freshman Academy. Dr. Zediker stated the District is evaluating expanded technical education programming and reconfiguration of space within that building.

Alderman Funkhouser asked about ADA improvements to older buildings and whether those could be completed using existing funds rather than referendum funds. Dr. Zediker stated the District currently has approximately \$20 million available for such improvements, which are not included in the ballot question and may be completed independently of the referendum. The referendum would still be required to borrow the proposed \$130–\$132 million and would allow the District to replace debt that is falling off while maintaining the current tax rate.

Mayor Purcell asked about the estimated costs for the proposed field house and auditorium. Dr. Zediker stated the estimate is approximately \$60 million.

Alderman Marek asked about population projections and future capacity. Dr. Zediker stated the plan is intended to provide adequate space for the next 12–15 years, after which additional discussions would be needed if growth continues. Alderman Marek asked about personnel additions. Dr. Zediker stated some staff additions are anticipated, but not on a large scale.

Alderman Funkhouser commented that while growth is primarily in Yorkville, other municipalities feed into the District, noting that long-term planning challenges have accumulated over the past 25 years. He stated that feedback from the community has emphasized the need for additional educational space and asked about the likelihood of referendum approval.

Alderman Marek asked whether conceptual plans would be available to show how student spaces would be configured. Dr. Zediker stated that large-scale renderings would be available at each building, at town hall meetings, and on the District's website.

Alderman Soling asked whether the expansion plans include additional space for special education and requested clearer visual representations of those areas. Dr. Zediker stated that this project would allow the school to reclaim and redefine spaces. This will allow them to evaluate the best options.

Alderman Marek stated that residents along River Road have expressed concerns and asked whether River Road would be used as an access point. Dr. Zediker stated that River Road is not planned as an access point. Alder Marek also asked whether there has been consideration of better connectivity between the middle school, elementary school, and high school campuses. Dr. Zediker stated that it is something they are willing to discuss, but further out in the future.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

Dave Hubert, a Ward 1 resident of Yorkville, expressed his desire for regular updates on the water system project, especially regarding the current 10% water loss. He mentioned that the project will leave the City with half a billion dollars in debt. Hubert also pointed out that both the City and the schools expect the referendum to lead to increased taxes. Despite this, he announced his support for the referendum. He emphasized the importance of attracting families to the City and urged residents to review their water bills, as he suspects issues with the billing system. Specifically, he noted his own water meter reading shows 900 cubic feet, yet multiple bills reflect the same reading, raising concerns about accuracy.

Fred Davis, a Yorkville resident, shared that he is a 1996 Yorkville graduate and that the schools were packed back then. He stated that he supports the referendum. He said that Aldermen Marek and Funkhouser brought up good questions. Mr. Davis said the old board kept the schools open during COVID, and the teachers and staff did a great job, too.

CONSENT AGENDA

1. Bill Payments for Approval
\$ 4,466,194.10 (vendors)
\$ 480,187.35 (payroll period ending 01/19/26)
\$ 4,946,381.45 (total)
2. **Ordinance 2026-04** Authorizing the Acquisition of Easements for the Installation of Utilities at the Grande Reserve 28 Subdivision – *authorize the Mayor and City Clerk to execute* (PW 2025-107)
3. Water Reports for October to December 2025 (PW 2026-02)
4. **Ordinance 2026-05** Accepting the Dedication of Public Improvements Located at 107 E Stagecoach Trail, Yorkville, IL 60560 – *authorize the Mayor and City Clerk to execute* (PW 2026-06)
5. **Resolution 2026-03** Approving a Request for Change in Plans and Engineer’s Final Payment Estimate for the 2025 Road to Better Roads Project – *authorize the Mayor and City Clerk to execute* (PW 2026-07)
6. ~~Ordinance Authorizing the Grant of Certain Easements for the Construction of Improvements to the City’s Water System – *authorize the Mayor and City Clerk to execute* (PW 2026-09) – **removed and tabled to the February 10, 2026, City Council meeting**~~
7. **Resolution 2026-04** Approving Change Order Number Two Relating to the 2024 Sanitary Sewer Lining Improvements Project – *authorize the Mayor and City Clerk to execute* (PW 2026-11)
8. **Resolution 2026-05** Approving an Engineering Agreement with Engineering Enterprises, Inc. (Route 47 Utility Relocation – Caton Farm Road to Route 71) – *authorize the Mayor and City Clerk to execute* (PW 2026-13)
9. **Resolution 2026-06** Approving a Quote from Metronet to Supply Fiber Internet Service to the City’s New Public Works and Parks Facility – *authorize the Mayor and City Clerk to execute* (PW 2026-14)
10. **Ordinance 2026-06** Accepting the Dedication of Public Improvements Located within the Grande Reserve Unit 7 Subdivision – *authorize the Mayor and City Clerk to execute* (PW 2026-16)
11. Treasurer’s Reports for November and December 2025 (ADM 2026-02)

Mayor Purcell entertained a motion to approve the consent agenda, with the removal and table of Consent Agenda item #6 – Ordinance Authorizing the Grant of Certain Easements for the Construction of Improvements to the City’s Water System, to the February 10, 2026, City Council meeting. So moved by Alderman Soling; seconded by Alderman Transier.

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

REPORTS

MAYOR’S REPORT

Ordinance 2026-07 **Authorizing the Acquisition of Property for Roadway Purposes Pursuant to Eminent Domain**
(CC 2026-03)

Mayor Purcell entertained a motion to approve an Ordinance Authorizing the Acquisition of Property for Roadway Purposes Pursuant to Eminent Domain. So moved by Alderman Transier; seconded by Alderman Marek.

City Administrator Olson reported that funds from the Grande Reserve developer have been available since 2021 to reconstruct Kennedy Road to accommodate expected traffic from the development. The design phase requires the city to acquire 0.84 acres of prescriptive right-of-way and 0.11 acres of a temporary easement along Blackberry Oaks Golf Course, valued at approximately \$1,800. Despite nearly two years of negotiations and offers, including a market-rate offer, tree replacement, and free water service to the property, the city has not yet secured the needed land. This has caused a two-year delay and an estimated additional cost to taxpayers of \$75,000 to \$100,000. Alternative roadway locations were considered, but due to utility conflicts, they would incur costs exceeding \$1 million and add 1 to 2 years of delay. This alternative would still require the acquisition of a right-of-way from Blackberry Oaks. Therefore, staff requests authorization to proceed with eminent domain for a total of 0.95 acres, if necessary, and to continue negotiations before proceeding if approved.

Resolution 2026-11

**2026 Road to Better Roads –
MFT Resolution and Cost Estimate
(PW 2026-15)**

Alderman Corneils entertained a motion to approve a MFT Resolution and Cost Estimate for the 2026 Road to Better Roads program and authorize the Mayor and City Clerk to execute; seconded by Alderman Marek.

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

Resolution 2026-12

**Approving an Agreement for Land Acquisition Consulting
Services with Mathewson Right of Way Company
(PW 2026-17)**

Alderman Corneils entertained a motion to approve a Resolution Approving an Agreement for Land Acquisition Consulting Services with Mathewson Right of Way Company and authorize the Mayor and City Clerk to execute; seconded by Alderman Soling.

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

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

**Health Insurance Broker
RFP Results and Recommendation
(ADM 2026-07)**

Alderman Corneils entertained a motion to authorize staff to continue with Alliant Insurance Services, Inc. as the City's health insurance broker and authorize the mayor and City Clerk to execute; seconded by Alderman Transier.

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

PARK BOARD

No report.

PLANNING AND ZONING COMMISSION

No report.

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

Alderman Koch shared that the Parks and Recreation Department received an award. Parks and Recreation Director Evans shared that the Illinois Park and Recreation Association Conference begins tomorrow and that they will receive an award for Rotary Park. He also shared that Jake Galauner, Recreation Manager, is presenting at the conference.

Alderman Funkhouser shared that the Aurora Area Convention and Visitors Bureau is moving into a new building. They also recently met to review their strategic plan.

STAFF REPORT

No report.

MAYOR’S REPORT (cont’d)

**Public Works and Parks Department
Facility Update**

No report.

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

No report.

ADDITIONAL BUSINESS

None.

CITIZEN COMMENTS

Brad Chamberlin, speaking via Zoom, said he is not opposed to data centers but noted that their presence will affect not only Yorkville but also the surrounding area. He emphasized that growth is sustainable only when planned with long-term benefits in mind. He observed that the rapid pace of data center development passing through Yorkville has raised concerns among residents, whose worries are not being properly addressed. Residents seek transparency, sufficient time to understand the issues, and evidence that their needs are being considered. Mr. Chamberlin suggested that Yorkville consider a temporary moratorium on data center projects. He advocated that the city pause development, collaborate with neighboring communities, and establish a joint review subcommittee for major projects. While impact studies are necessary, he believes they should be conducted independently, not by the developers.

EXECUTIVE SESSION

Mayor Purcell entertained a motion to go into executive session for Litigation. So moved by Alderman Marek; seconded by Alderman Transier.

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

The City Council entered executive session at 8:50 p.m.

The City Council returned to regular session at 9:13 p.m.

ADJOURNMENT

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 9:13 p.m.

Minutes submitted by:

Jori Contrino,
City Clerk, City of Yorkville, Illinois



Y115
Facilities Master Plan

Building · Together

**Yorkville CUSD 115
Referendum Information**

**Yorkville Community Unit School
District 115 is the heart of our
community.**

**We partner together to ensure
bright futures for all our students
and our entire community.**

We are all Yorkville Foxes.





As one of the fastest-growing districts in Illinois, we are able to provide our students the benefits of a larger district while maintaining our small-town feel.

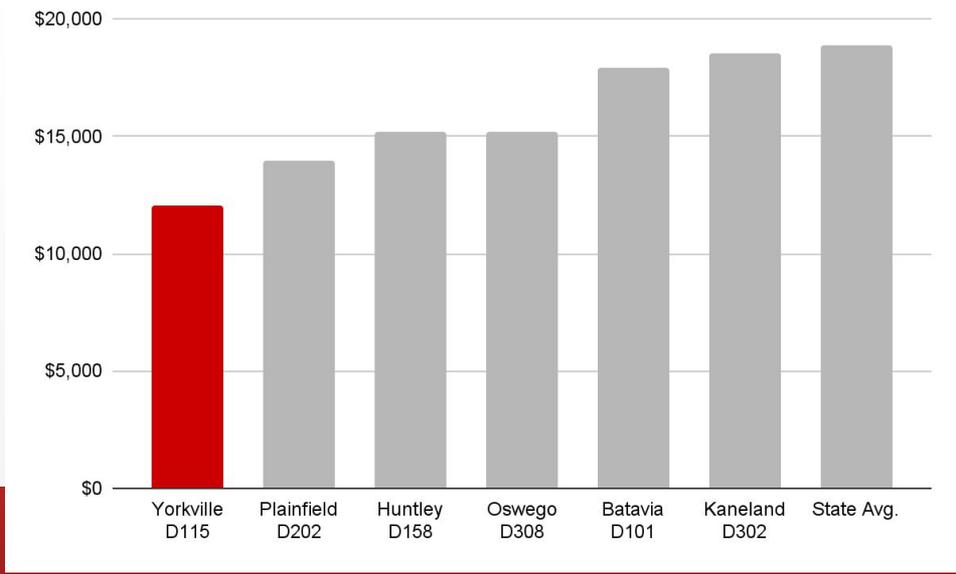
		4 Year (2025)	
Demographic	Rate	District	State
All	Graduation Rate	96.5 % / 546	89 % / 134,920
	Non-Graduation	3.5 %	11 %
	IEP Continuing	1.9 %	1.8 %

Our collaborative approach is working.

Our graduation rate, at nearly 97%, is the best of all our peer districts and significantly higher than the state average.

Nine of our schools are rated commendable, our students have won more accolades inside and outside the classroom than we could list, and many of our teachers and staff have been recognized as leaders in education.





We've accomplished this while being one of the most fiscally responsible districts in the state.

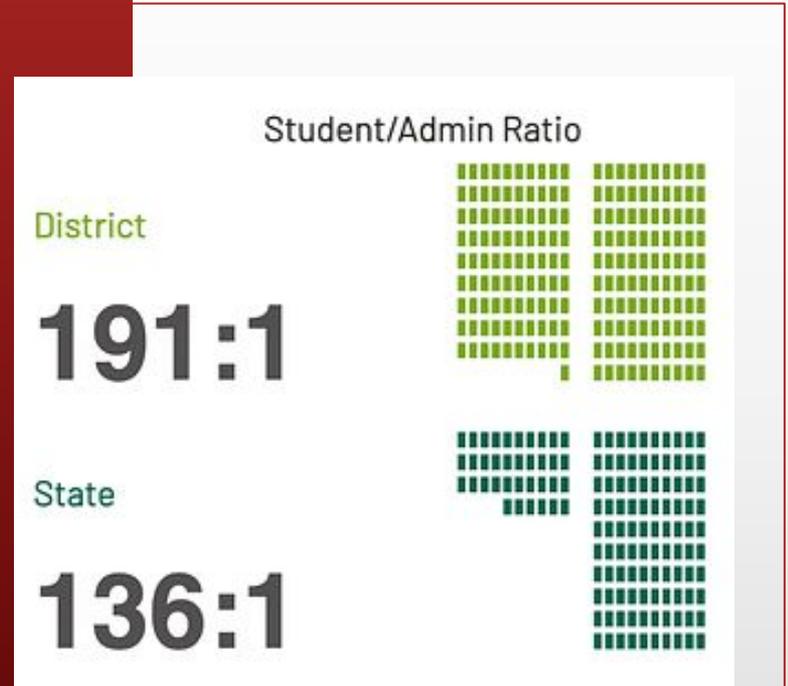
Our spending is less than any peer district and considerably less than the state average.



Our student-to-administrator ratio is 40% higher than the state average, proving we are investing the funding we have into kids and classrooms instead of administrative costs.

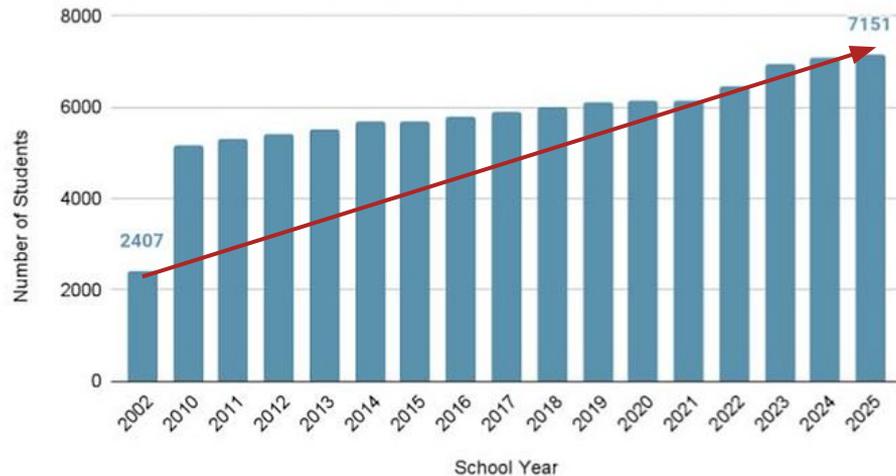
We maintain our facilities to extend them well beyond their typical lifespan and perform as much work in-house as possible to save money.

And we always operate with a balanced budget and maintain a responsible fund balance.



Yorkville CUSD 115
Enrollment Figures from School Year 2002 - 2025

Y115 Student Enrollment



However, our explosive growth has put us in an unsustainable position.

Our enrollment has nearly tripled in the past 20 years.

Every building is overcrowded, with even more growth projected in the future.

This has created packed classrooms, too many transitions for students as we try to fit kids wherever we can, and programming taking place in inadequate spaces.





Because we have historically been an underfunded district in the state, currently only funded at 76% adequacy, we do not have the ability to make the significant infrastructure investments needed to resolve our overcrowding challenges.

And while our teachers and staff do the best they can, the reality is this overcrowding is beginning to hurt our ability to provide our students the quality education our community expects.



While we've invested a lot into student safety, more can be done to upgrade security infrastructure.

High school students have to walk across the street multiple times a day.



Our top-notch music program doesn't have an auditorium, and band is taught in a hallway.

We don't have space for student services, forcing kids to receive support in hallways and any unused corner we can find.

Health offices are too small to properly separate healthy and sick kids.

Special education is crammed into half classrooms without accessible bathrooms, sometimes forcing kids to be changed in the back of the classroom, and they don't have the necessary therapy and sensory spaces.

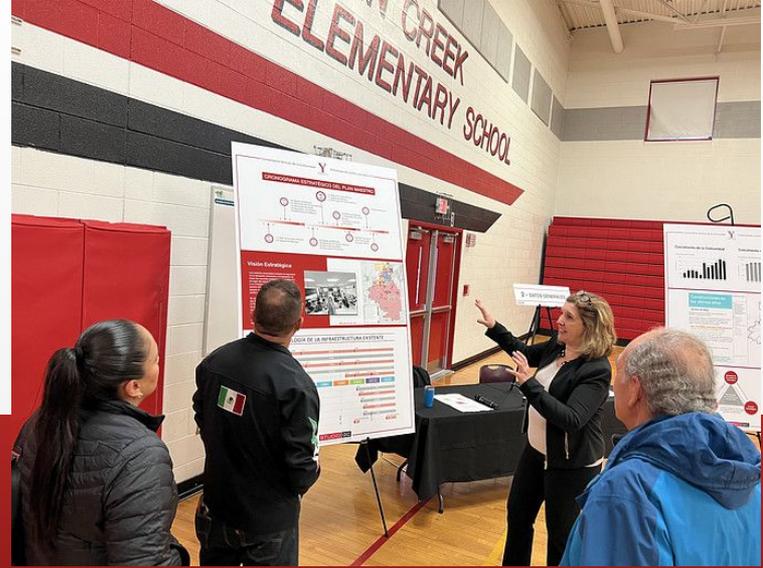
And families are turned away from our early childhood programs because we cannot accommodate more students.





Some of our buildings, mechanicals, and furniture are aging to the point of needing significant renovation or replacement.

We can't provide all the extracurricular activities our students and their families are requesting, and our athletic teams don't have the practice space they need.



Our community has been collaborating on a plan to solve these challenges.

Together, we developed a community-driven plan that addresses the overcrowding our schools face while ensuring we are not put in this position again.

THE COMMUNITY'S PLAN

This consensus \$275 million plan will appear on our ballots in the upcoming March 17th election. Combined with \$20 million in district reserves, the plan will allow the district to:

- Solve Our Overcrowding Issues Now and Into the Future
- Make Our School Buildings Safer and More Accessible
- Improve Learning Environments for All Students



The plan will sustainably address our overcrowding issues by:

Adding a new elementary school.

Adding a new middle school.

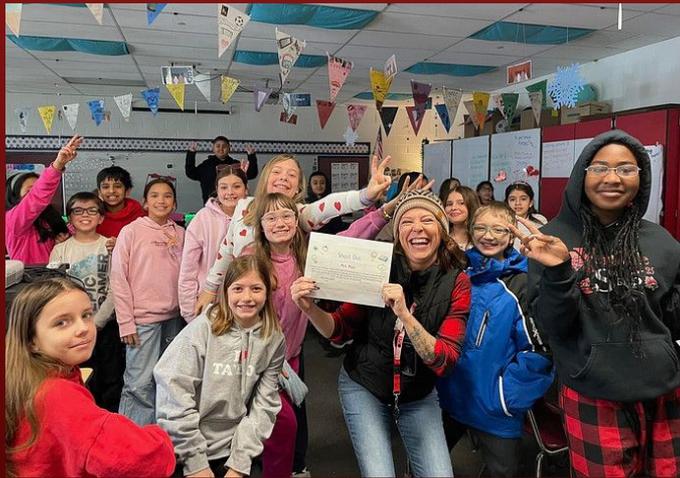
Building a significant addition at the high school.

Transitioning Circle Center Grade School to an early childhood center.





These additional classrooms will accommodate current and future growth which will eliminate overcrowding, reduce student transitions, provide more space for student health and movement, and keep class sizes from growing.



In addition, all grade schools will become K-5 schools and both middle schools will become 6-8 schools, ensuring students stay in their local schools and reducing and balancing transitions throughout the district.

The plan will allow our district to make significant improvements to safety and security, infrastructure, and mechanicals.

By housing all high school students at the expanded main campus, safety concerns over students and teachers crossing the street between buildings will be alleviated.

We will be able to create safer environments for students and teachers, including additional shelter spaces during inclement weather.



We will also be able to complete significant infrastructure work at all schools through investments in:

- Mechanical Systems
- Energy Efficiency
- Plumbing
- Parking Lots
- Building Infrastructure

We will also improve ADA accessibility in early childhood spaces, bathrooms, and playgrounds



The plan will improve educational, support, and extracurricular spaces for all students and teachers.

We will be able to increase and improve spaces for music and performing arts throughout the district, including a new performing arts center at the high school, to provide better opportunities for students in music, theater, and performing arts.



We will be able to increase and improve dedicated spaces for teachers and staff, including improved teacher workspaces, to support stronger relationships between teachers and students and increase academic performance.

We will be able to optimize and increase space for student services, specialized instruction, and health services, leading to healthier students with stronger social and emotional skills.





We will be able to expand and improve programming spaces for early childhood, accelerated learning, special education, dual language, and collaborative learning.

And we will be able to increase gymnasium space at elementary and middle schools and build a new fieldhouse at the high school, accommodating year-round use which increases students' wellness and athletic opportunities.

This is our opportunity to restore pride in our facilities and give our students the quality educational environments they deserve.

- We will be able to further increase academic performance while continuing to be innovative in our extracurricular opportunities.
- We will be able to keep class sizes from growing, so teachers can build relationships with students and provide all kids the support they need to shine.
- And we will be able to reduce and balance transitions between schools.
- All of which will further increase property values for every family in our community.



THE COMMUNITY'S PLAN IS NOW A REFERENDUM

The \$275 million plan includes a new middle school, new elementary school, significant additions at the high school (new academic wing, auditorium, and fieldhouse), Circle Center Grade School transitions to Early Childhood Center, Yorkville Intermediate School special ed upgrades, and significant infrastructure work at all schools.

If successful, the referendum would result in an annual tax increase of \$577 for the average \$323,700 home in the District.

Please utilize our tax calculator to determine your tax impact.



BALLOT QUESTION

To achieve the improvements desired by our community, the Yorkville CUSD 115 Board of Education voted on December 15 to place the following referendum question on the ballot in the upcoming March 17, 2026 primary election:

"Shall the Board of Education of Yorkville Community Unit School District Number 115, Kendall and Kane Counties, Illinois, build and equip two school buildings; build and equip additions to the Yorkville High School Building, including construction of an academic wing, a performing arts center, and a fieldhouse; alter, repair and equip existing school buildings and facilities, including construction of additional classrooms and teacher and student support spaces, and improvements to safety, infrastructure and mechanical systems; improve school sites; and issue bonds of said School District to the amount of \$275,143,683 for the purpose of paying the costs thereof?"



Important Dates – Election Day, March 17, 2026

In-Person Town Halls

- 6:30 pm Wednesday, Jan. 28
Yorkville Middle School.
- 6:30 pm Tuesday, Feb. 3
Circle Center Grade School.
- 6:30 pm Thursday, Feb. 19
Grande Reserve Elementary School.
- 7:00 pm Friday, Feb. 20 (*Spanish Session*)
Autumn Creek Elementary School.
- 10 am Saturday, Feb. 21
Yorkville High School Academy.

Virtual Information Session

- 6:30 pm Tuesday, Feb. 24
Scan the QR Code to Register.



Register to vote today at ova.elections.il.gov

Important Dates – Election Day, March 17, 2026

Request a Vote By Mail Ballot



Kendall County



Kane County

In-Person Early Voting (Feb.5-March 16)



Kendall County



Kane County

Register to vote today at ova.elections.il.gov



Thank you for being part of this collaboration!

If you have additional feedback you would like to share with us,
please contact Brent Edwards at jbedwards@y115.org.

For more information, visit y115.org/facilitymasterplan



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

Agenda Item Number

Consent Agenda #3

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – February 10, 2026

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons Finance
Name Department

Agenda Item Notes:

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900172	FNBO	FIRST NATIONAL BANK OMAHA			01/25/26		
	012526-A.DENSBURGER	12/31/25	01	PROACTIVE-COVERT MEDIA		01-210-54-00-5412	-250.00
			02	CONSULTING TRAINING		** COMMENT **	
			03	CANCELLATION REFUND		** COMMENT **	
						INVOICE TOTAL:	-250.00 *
	012526-A.ROSA	12/31/25	01	MENARDS#122225-WATER		01-220-56-00-5620	35.88
						INVOICE TOTAL:	35.88 *
	012526-A.ROZBORSKI	12/31/25	01	NAPA#401674-FILTERS		01-410-56-00-5628	73.47
			02	NAPA#402240-WIPER BLADES		01-410-56-00-5628	26.98
						INVOICE TOTAL:	100.45 *
	012526-A.SIMMONS	12/30/25	01	GO TO-DEC 2025 651 PP PHONES		01-110-54-00-5440	180.74
			02	GO TO-DEC 2025 651 PP PHONES		01-220-54-00-5440	192.79
			03	GO TO-DEC 2025 651 PP PHONES		01-120-54-00-5440	132.54
			04	GO TO-DEC 2025 651 PP PHONES		79-795-54-00-5440	192.79
			05	GO TO-DEC 2025 651 PP PHONES		01-210-54-00-5440	963.95
			06	NICOR-11/3-12/3 651 PRAIRIE		01-110-54-00-5480	161.44
			07	POINTE		** COMMENT **	
			08	COMCAST-11/20-12/19 651		01-110-54-00-5440	82.55
			09	PRAIRIE POINT INTERNET		** COMMENT **	
			10	COMCAST-11/20-12/19 651		01-220-54-00-5440	88.06
			11	PRAIRIE POINT INTERNET		** COMMENT **	
			12	COMCAST-11/20-12/19 651		01-120-54-00-5440	60.54
			13	PRAIRIE POINT INTERNET		** COMMENT **	
			14	COMCAST-11/20-12/19 651		01-210-54-00-5440	440.28
			15	PRAIRIE POINT INTERNET		** COMMENT **	
			16	COMCAST-11/20-12/19 651		79-795-54-00-5440	88.06
			17	PRAIRIE POINT INTERNET		** COMMENT **	
			18	COMCAST-11/20-12/19 651		79-790-54-00-5440	88.04
			19	PRAIRIE POINT INTERNET		** COMMENT **	
						INVOICE TOTAL:	2,671.78 *
	012526-A.ZITT	12/31/25	01	ILLCO-PVC HOSE		51-510-56-00-5620	36.48
			02	ILLCO-PVC HOSE		51-510-56-00-5620	72.96
			03	ACE-KEYS		51-510-56-00-5620	12.85
			04	MENARDS#121625-GRIPPER, SHEARS		51-510-56-00-5620	38.82
			05	FIELD BOX		** COMMENT **	
						INVOICE TOTAL:	161.11 *
	012526-B.BEHRENS	12/31/25	01	HOME DEPO-HOLE SAWS		01-410-56-00-5620	56.82
			02	HOME DEPO-ARBOR W/PILOT		01-410-56-00-5620	10.97
			03	MENARDS#121825-STRING LIGHTS,		01-410-56-00-5620	115.96
			04	PASTE WAX		** COMMENT **	
						INVOICE TOTAL:	183.75 *

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900172	FNBO	FIRST NATIONAL BANK OMAHA		01/25/26		
	012526-B.BLYSTONE	12/31/25	01 USPS-CERTIFIED MAILING COSTS 02 COR YSD #115 REZONING		01-220-54-00-5452 ** COMMENT **	1,006.08
					INVOICE TOTAL:	1,006.08 *
	012526-B.JONES	12/31/25	01 NAPA#402613-FLAPS, LUBE, OIL 02 MENARDS#121925-PIPE		01-410-56-00-5628 01-410-56-00-5620	181.85 20.58
					INVOICE TOTAL:	202.43 *
	012526-B.OLSON	12/31/25	01 ZOOMM-12/23-1/22 USAGE FEE		01-110-54-00-5462	248.95
					INVOICE TOTAL:	248.95 *
	012526-B.WOLF	12/30/25	01 MENARDS#121525-PVC PIP, 02 COUPLING, TEES, ELBOWS 03 MENARDS#121125-PRUNER, PRUNING 04 SAW 05 MENARDS#120225-CAR WASH 06 MENARDS#121825-EPOXY		79-790-56-00-5646 ** COMMENT ** 79-790-56-00-5630 ** COMMENT ** 79-790-56-00-5620 79-790-56-00-5620	20.55 44.97 3.99 8.88
					INVOICE TOTAL:	78.39 *
	012526-D.BROWN	12/31/25	01 AMAZON-EX[ANDING FILES 02 MENARDS#121125-OUTDOOR FAUCET 03 AMAZON=PHONE CASE 04 AMAZON-PHONE NCASE 05 MENARDS#121825-RECIP BLADES 06 GRAINGER-GLOVES		51-510-56-00-5620 51-510-56-00-5620 51-510-56-00-5620 51-510-56-00-5620 51-510-56-00-5620 51-510-56-00-5620	49.00 4.58 33.98 34.98 42.46 37.92
					INVOICE TOTAL:	202.92 *
	012526-D.HENNE	12/31/25	01 NAPA#402865-PIPE CONNECTOR 02 NAPA#402855-CLAMPS 03 HOME DEPO-IMPACT & BIT SETS 04 MENARDS#121125-DEAD LATCH		01-410-56-00-5628 01-410-56-00-5628 01-410-56-00-5630 01-410-56-00-5620	28.04 74.97 49.85 10.98
					INVOICE TOTAL:	163.84 *
	012526-D.SMITH	12/31/25	01 MENARDS#112625-ROPE LIGHTS 02 MENARDS#112625-HOLIDAY DECOR 03 MENARDS#112625-HOLIDAY LIGHTS 04 MENARDS#120225-LIGHTS, SCREWS, 05 SPRAY PAINT 06 HOME DEPO-TOTES 07 MENARDS#120425-SHOP CLEANING 08 SUPPLIES		25-225-60-00-6010 25-225-60-00-6010 25-225-60-00-6010 25-225-60-00-6010 ** COMMENT ** 79-790-56-00-5620 79-790-56-00-5620 ** COMMENT **	16.99 26.27 51.92 199.87 139.40 72.37
					INVOICE TOTAL:	506.82 *
	012526-D.YODER	12/31/25	01 O'REILLY-SPEAKER 02 MENARDS#121725- EPOXY, LP		01-410-56-00-5628 01-410-56-00-5620	39.99 116.91

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900172	FNBO	FIRST NATIONAL BANK OMAHA		01/25/26		
	012526-D.YODER	12/31/25	03 REFILLS, PROPANE CYLINDERS		** COMMENT **	
			04 HOME DEPO-SQUEEGEE		01-410-56-00-5620	107.91
			05 MENARDS#121725-LP RETURN		01-410-56-00-5620	-17.78
			06 MENARDS#122325-FUEL PREMIX		01-410-56-00-5620	45.08
			07 NAPA#402954-CLAMPS		01-410-56-00-5628	19.49
			08 NAPA#402663-OIL FILTER		01-410-56-00-5628	7.98
			09 DUTEK#1028432-HOSES		01-410-56-00-5628	76.50
			10 DUTEK#1028429-HOSES		01-410-56-00-5628	51.50
			11 MENARDS#120825-NUTS,BOLTS,		01-410-56-00-5620	25.02
			12 WRENCH		** COMMENT **	
			13 MENARDS#112525-QUICK LINKS		01-410-56-00-5620	35.91
			14 MENARDS#121625-SPEAKER WIRE		01-410-56-00-5620	15.88
					INVOICE TOTAL:	524.39 *
	012526-E.DHUSE	12/31/25	01 AMAZON-MARKERS,CALENDAR		52-520-56-00-5610	78.99
			02 GAS-N-WASH-MONTHLY CAR WASHES		01-410-56-00-5628	29.95
					INVOICE TOTAL:	108.94 *
	012526-E.HERNANDEZ	12/31/25	01 MENARDS#120425- WASH MIT,		01-410-56-00-5620	97.00
			02 GLOVES, AIR FRESHNERS, CAR		** COMMENT **	
			03 CLEANERS		** COMMENT **	
			04 MENARDS#121625-HYDRAULIC FLUID		01-410-56-00-5620	71.76
			05 ACE-COUPLER		01-410-56-00-5620	17.98
					INVOICE TOTAL:	186.74 *
	012526-E.WILLRETT	12/31/25	01 PARAGON-ADOBE PRO FOR TEAMS		01-640-54-00-5450	230.50
			02 PARAGON-3 DELL COMPUTERS		01-640-54-00-5450	6,944.94
			03 PELRA-		01-110-54-00-5460	230.00
			04 PARAGON-DELL POWER ADAPTERS		01-640-54-00-5450	68.99
			05 STERCHI-DRUG TESTING		01-220-54-00-5462	150.00
			06 STERCHI-DRUG TEST		01-210-54-00-5462	60.00
			07 DELL-VLA CORECAL BRIDGE		01-640-54-00-5450	367.00
			08 AMAZON-CYBERPOWER STANDBY		01-640-54-00-5450	194.73
			09 PARAGON-DELL COMPUTER,MONITORS		01-640-54-00-5450	2,314.98
			10 AMAZON-MONITOR		01-640-54-00-5450	35.48
			11 DELL-PROTECTIVE CASES		01-640-54-00-5450	212.96
			12 AMAZON-LAPTOP STAND		01-640-54-00-5450	26.78
					INVOICE TOTAL:	10,836.36 *
	012526-G.JOHNSON	12/31/25	01 NAPA#403711-FILTER		51-510-56-00-5628	15.96
			02 GAS N WASH-CAR WASH		51-510-54-00-5490	15.00
			03 MENARDS#122625-LOPPER,		51-510-56-00-5620	62.96
			04 SHAROE, CAUTION TAPE		** COMMENT **	
			05 MENARDS#112825-BATTERIES		51-510-56-00-5620	15.88
					INVOICE TOTAL:	109.80 *

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900172	FNBO	FIRST NATIONAL BANK OMAHA		01/25/26		
	012526-G.K;EEFISCH	12/31/25	01 MENARDS#120225-FAN SPEED		79-790-56-00-5640	54.99
			02 RIVER VIEW-CARGO LATCH REPAIR		79-790-54-00-5495	539.26
			03 MENARDS#120425-CHARGER		79-790-56-00-5640	89.97
			04 MENARDS#121525-BALLAST,		79-790-56-00-5640	175.38
			05 BULBS, PAINT, BRUSHES		** COMMENT **	
			06 MENARDS#120525- CHARGER,		79-790-56-00-5640	351.92
			07 BATTERY, WASHERS, CLEANERS,		** COMMENT **	
			08 NIPPLES, LOCKNUTS		** COMMENT **	
					INVOICE TOTAL:	1,211.52 *
	012526-G.NELSON	12/31/25	01 AMAZON-TREE TOPPER		01-220-56-00-5620	14.99
			02 AMAZON-GARLAND HOLDER		01-220-56-00-5620	29.96
			03 PARADISE-SEPT 2025 CAR WASHES		01-220-54-00-5462	51.00
			04 OSWEGO PRINT-BUILDING		01-220-56-00-5620	231.68
			05 INSPECTION FORMS		** COMMENT **	
			06 AMAZON-TAPE DISPENSER		01-220-56-00-5610	8.33
			07 AMAZON-HANGING MAGAZINE		01-220-56-00-5610	106.77
			08 HOLDERS, CARD HOLDERS, DESK		** COMMENT **	
			09 SUPPLIES		** COMMENT **	
			10 USPS-CERTIFIED MAILINGS FOR		01-220-54-00-5452	125.76
			11 YSD#115 REZONING REQUEST		** COMMENT **	
					INVOICE TOTAL:	568.49 *
	012526-G.STEFFENS	12/31/25	01 MENARDS#121725-SHOVEL		52-520-56-00-5620	13.99
			02 HOME DEPO-TOOL SET		52-520-56-00-5630	99.00
			03 MENARDS#120525-PLUNGERS		52-520-56-00-5620	11.67
			04 HOME DEPO-TOOLS FOR SEWER WORK		52-520-56-00-5630	223.97
			05 MENARDS#120125-EXHAUST FLUID		01-410-56-00-5628	1,238.40
			06 HOME DEPO-SHOVEL		52-520-56-00-5620	29.97
					INVOICE TOTAL:	1,617.00 *
	012526-J.ANDERSON	12/31/25	01 MENARDS#121925-NUTS, BOLTS,		79-790-56-00-5640	35.19
			02 WASHERS		** COMMENT **	
			03 MENARDS#121125-POLE SAW,		79-790-56-00-5630	139.47
			04 PRUNER BLADES, REPLACEMENT		** COMMENT **	
			05 CHAIN. OIL		** COMMENT **	
					INVOICE TOTAL:	174.66 *
	012526-J.BAUER	12/31/25	01 SET.COM-WHIP ANTENNAS		51-510-56-00-5640	89.79
					INVOICE TOTAL:	89.79 *
	012526-J.BEHLAND	12/31/25	01 TRIBUNE-SOUTH RECEIVING		51-510-60-00-6011	714.00
			02 STATION PH		** COMMENT **	
			03 TRIBUNE-QUIKTRIP SSA PH		90-208-00-00-0011	1,071.00
			04 NOTICE		** COMMENT **	

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900172	FNBO	FIRST NATIONAL BANK OMAHA			01/25/26		
	012526-J.BEHLAND	12/31/25	05	TRIBUNE-COSTCO SSA PH NOTICE		90-239-00-00-0011	909.50
			06	TRIBUNE-ANNUAL TREASURERS		01-110-54-00-5426	1,428.00
			07	REPORT		** COMMENT **	
			08	IN TOWNE STORAGE-MONTHLY		01-220-54-00-5485	338.00
			09	STORAGE RENTAL		** COMMENT **	
			10	SHAW MEDIA-FIRE & POLICE RULE		01-110-54-00-5426	52.70
			11	CHANGE NOTICE		** COMMENT **	
				INVOICE TOTAL:			4,513.20 *
	012526-J.GALAUNER	12/31/25	01	BSN#932110927-SOCCER JERSEYS		79-795-56-00-5606	383.00
				INVOICE TOTAL:			383.00 *
	012526-J.JACKSON	12/31/25	01	MENARDS#120525-CLEANERS		52-520-56-00-5620	34.06
				INVOICE TOTAL:			34.06 *
	012526-J.JENSEN	12/30/25	01	COD-CLOSE QUARTER DRONE		01-210-54-00-5412	298.00
			02	TRAINING FOR 2 STAFF		** COMMENT **	
			03	CIRCLE K-GASOLINE		01-210-56-00-5695	29.49
			04	LOGO FACTORY-FLEECE &		01-210-56-00-5600	387.45
			05	PULLOVER GARMENTS		** COMMENT **	
				INVOICE TOTAL:			714.94 *
	012526-J.NAVARRO	12/31/25	01	HOME DEPO-SHOVEL		24-216-56-00-5656	39.47
			02	FERGUSON-PAPER TOWELS, TISSUE		24-216-56-00-5656	382.76
			03	AMAZON-BULBS		24-216-56-00-5656	128.46
			04	AMAZON-BULBS		24-216-56-00-5656	251.79
			05	AMAZON-HAND TOWELS, GARBAGE		24-216-56-00-5656	199.10
			06	BAGS		** COMMENT **	
				INVOICE TOTAL:			1,001.58 *
	012526-J.WEISS	12/31/25	01	AMAZON-RING POPS RETURNED		82-000-24-00-2480	-13.99
			02	AMAZON-HAIR CLIPS		82-000-24-00-2480	31.92
			03	DOLLAR TREE-KIDS CRAFT ITEMS		82-000-24-00-2480	29.75
			04	ANDERSONS-BOOKS		82-820-56-00-5686	37.76
			05	AMAZON-FILE BOX		82-000-24-00-2480	25.70
			06	TARGET-WATER, MILK		82-000-24-00-2480	10.46
			07	AMAZON-BABY WIPES, RING POPS		82-000-24-00-2480	35.07
				INVOICE TOTAL:			156.67 *
	012526-JULIE.GALAUNE	12/31/25	01	TARGET-CRAYONS, KNIVES		79-795-56-00-5606	34.14
				INVOICE TOTAL:			34.14 *
	012526-K.BALOG	12/31/25	01	ACCURINT-OCT 2025 SEARCHES		01-210-54-00-5462	200.00
			02	COMCAST-11/15-12/14 ETHERNET		24-216-54-00-5446	873.25
			03	AMAZON-FILE SORTER		01-210-56-00-5610	14.11

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900172	FNBO	FIRST NATIONAL BANK OMAHA			01/25/26		
	012526-K.BALOG	12/31/25	04	AMAZON-DESK CALENDARS		01-210-56-00-5610	52.50
			05	AMAZON-NOTE PADS, ORGANIZER		01-210-56-00-5610	37.30
			06	AMAZON-FOLDERS, STICKY NOTES,		01-210-56-00-5610	150.71
			07	FOLDERS		** COMMENT **	
			08	ACCURINT-NOV 2025 SEARCHES		01-210-54-00-5462	200.00
				INVOICE TOTAL:			1,527.87 *
	012526-K.BARKSDALE	12/31/25	01	ADOBE-MONTHLY CREATIVE CLOUD		01-220-54-00-5462	69.99
			02	USER FEES		** COMMENT **	
			03	USPS-MEYER CERTIFIED MAILING		90-249-00-00-0111	1,205.20
			04	COSTS		** COMMENT **	
			05	USPS-CERTIFIED MAILING COSTS		01-220-54-00-5452	408.72
			06	ASSOCIATED WITH YSD DIST#115		** COMMENT **	
			07	REZONING		** COMMENT **	
				INVOICE TOTAL:			1,683.91 *
	012526-K.GREGORY	12/31/25	01	AMAZON-BINDER DIVIDERS		01-110-56-00-5610	15.48
			02	AMAZON-BINDERS, FOLDERS, TABS		01-110-56-00-5610	78.96
			03	CNA-NOTARY SURETY BOND		01-110-54-00-5462	30.00
			04	AAN-ILLINOIS NOTARY COURSE		01-110-54-00-5412	29.00
				INVOICE TOTAL:			153.44 *
	012526-K.IHRIG	12/31/25	01	TRAVELING WORLD OF		79-795-56-00-5606	375.00
			02	REPTILES-PRESCHOOL CLASS		** COMMENT **	
			03	EXHIBIT		** COMMENT **	
			04	DOLLAR TREE-CLOTHES PINS		79-795-56-00-5606	1.25
			05	TARGET-FILTERS, POST IT NOTES		79-795-56-00-5606	17.96
			06	TARGET-PRESCHOOL SUPPLIES		79-795-56-00-5606	10.49
			07	WALMART-FILE BOXES, NOTES,		79-795-56-00-5606	46.56
			08	CANDY CANES		** COMMENT **	
			09	TARGET-HOLIDAY SUPPLIES		79-795-56-00-5606	86.27
			10	TARGET-CANDY CANES		79-795-56-00-5606	5.98
			11	DOLLAR TREE-HOLIDAY PARTY		79-795-56-00-5606	11.25
			12	SUPPLIES		** COMMENT **	
			13	TARGET-SCISSORS, PAPER		79-795-56-00-5606	23.17
			14	AMAZON-HOLIDAY BAGS		79-795-56-00-5606	47.99
			15	AMAZON-BOOKS		79-795-56-00-5606	47.16
			16	AMAZON-CLASSROOM SUPPLIES		79-795-56-00-5606	76.86
				INVOICE TOTAL:			749.94 *
	012526-K.JONES	12/31/25	01	AUORA#242199-SEPT 2025 WATER		51-510-54-00-5429	367.50
			02	TESTING		** COMMENT **	
			04	WATER PRODUCTS-B BOX		51-510-56-00-5640	1,024.00
			05	ARNESON#281787-NOV 2025 GAS		01-410-56-00-5695	223.11
			06	ARNESON#281787-NOV 2025 GAS		51-510-56-00-5695	223.11

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900172	FNBO	FIRST NATIONAL BANK OMAHA			01/25/26		
	012526-K.JONES	12/31/25	07	ARNESON#281787-NOV 2025 GAS		52-520-56-00-5695	223.10
			08	ARNESON#281788-NOV 2025 DSL		01-410-56-00-5695	369.35
			09	ARNESON#281788-NOV 2025 DSL		51-510-56-00-5695	369.35
			10	ARNESON#281788-NOV 2025 DSL		52-520-56-00-5695	369.35
			11	HIGH STAR#16954-LOK BANDS		23-230-56-00-5619	1,432.65
			12	TRU GREEN-OCT 2025 GROUND CARE		52-520-54-00-5444	289.79
			13	TRU GREEN-OCT 2025 GROUND CARE		51-510-54-00-5445	1,123.99
			14	TRU GREEN-OCT 2025 GROUND CARE		24-216-54-00-5446	612.71
			15	TERA#503152-ALIGNMENT		01-410-56-00-5640	179.95
			16	WATER PRODUCTS-CURB BOX		51-510-56-00-5640	696.00
			17	ARNESON#281855-NOV 2025 GAS		01-410-56-00-5695	295.76
			18	ARNESON#281855-NOV 2025 GAS		51-510-56-00-5695	295.76
			19	ARNESON#281855-NOV 2025 GAS		52-520-56-00-5695	295.75
			20	ARNESON#281856-NOV 2025 DSL		01-410-56-00-5695	1,226.53
			21	WELDSTAR-NITROGEN		01-410-54-00-5485	34.02
			22	WELDSTAR-6 CYLINDERS		01-410-54-00-5485	419.07
			23	OF CHEMICALS		** COMMENT **	
			24	WELDSTAR-WIRE SPOOL		01-410-54-00-5485	171.60
			25	WELDSTAR-GAS CYLINDERS		01-410-54-00-5485	99.96
			26	WELDSTAR-NITROGEN		01-410-54-00-5485	34.02
			27	AQUAFIX-VITASTIM GREASE		52-520-56-00-5613	1,149.08
			28	ARNESON#287402-NOV 2025 GAS		01-410-56-00-5695	235.81
			29	ARNESON#287402-NOV 2025 GAS		51-510-56-00-5695	235.81
			30	ARNESON#287402-NOV 2025 GAS		52-520-56-00-5695	235.80
			31	ARNESON#287403-NOV 2025 DSL		01-410-56-00-5695	689.92
			32	ARNESON#287403-NOV 2025 DSL		51-510-56-00-5695	689.92
			33	ARNESON#287403-NOV 2025 DSL		52-520-56-00-5695	689.93
			34	METRO INDUSTRY-MONTHLY METRO		52-520-54-00-5444	360.00
			35	CLOUD DATA SERVICE FOR LIFT		** COMMENT **	
			36	STATIONS		** COMMENT **	
			37	ARNESON#287454-NOV 2025 GAS		01-410-56-00-5695	172.52
			38	ARNESON#287454-NOV 2025 GAS		51-510-56-00-5695	172.52
			39	ARNESON#287454-NOV 2025 GAS		52-520-56-00-5695	172.52
			40	ARNESON#287881-DEC 2025 DSL		01-410-56-00-5695	1,040.16
			41	ARNESON#287455-NOV 2025 DSL		01-410-56-00-5695	581.26
			42	ARNESON#287455-NOV 2025 DSL		51-510-56-00-5695	581.26
			43	ARNESON#287455-NOV 2025 DSL		52-520-56-00-5695	581.27
			44	ARNESON#287867-DEC 2025 GAS		01-410-56-00-5695	2,002.33
			45	AMPERAGE#2285746-HYDRAULIC ST		23-230-56-00-5642	2,046.00
			46	REPAIR PARTS		** COMMENT **	
			47	ARNESON#284914-DEC 2025 GAS		01-410-56-00-5695	3,156.99
			48	UNIFIRST-FIRST AID SUPPLIES		52-520-56-00-5620	130.97
			49	WATER PRODUCTS-ITEM RETURN CR		51-510-56-00-5640	-720.00
				INVOICE TOTAL:			24,580.50 *
	012526-M.BARBANENTE	12/31/25	01	DUNKIN-HOT COCOA		79-795-56-00-5606	134.95

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900172	FNBO	FIRST NATIONAL BANK OMAHA		01/25/26		
	012526-M.BARBANENTE	12/31/25	02 JEWEL-DECK THE HALL FOOD		79-795-56-00-5606	40.95
			03 TARGET-HOLIDAY PROGRAM ITEMS		79-795-56-00-5606	256.12
			04 WALGREENS-PHOTO DEVELOPING		79-795-56-00-5606	9.36
			05 TARGET-COOKIES		79-795-56-00-5606	107.76
			06 TARGET-CHRISTMAS CARDS		79-795-56-00-5606	27.76
			07 WALGREENS-PHOTO DEVELOPING		79-795-56-00-5606	9.75
			08 DUNKIN-COFFEE		79-795-56-00-5606	25.99
			09 DUNKIN-COFFEE		79-795-56-00-5606	25.99
					INVOICE TOTAL:	638.63 *
	012526-M.CARYLE	12/31/25	02 MENARDS#120325-WIPERS		01-210-56-00-5620	39.98
			03 TERA#504344-OIL CHANGE, BRAKES		01-210-54-00-5495	740.29
			04 TERA#504118-SQUAD REPAIR		01-210-54-00-5495	3,083.04
			05 TERA#504048-OIL CHANGE,BRAKES		01-210-54-00-5495	501.56
			06 TERA#504049-OIL CHANGE		01-210-54-00-5495	66.74
			07 REUTERS-NOV 2025 PROFLEX		01-210-54-00-5419	476.70
			08 SOFTWARE SUBSCRIPTION		** COMMENT **	
			09 NEMRT-INSTRUCTOR DEVELOPMENT		01-210-54-00-5412	125.00
			10 TRAINING FOR 2 STAFF		** COMMENT **	
			11 LOGO FACTORY-CREWNECKS,FLEECE		01-210-56-00-5600	271.29
			12 LOGO FACTORY-PULLOVERS		01-210-56-00-5600	264.32
					INVOICE TOTAL:	5,568.92 *
	012526-M.CISIJA	12/31/25	01 AMAZON-DIGITAL RECORDER,		01-110-56-00-5610	169.24
			02 FOLDERS, BINDERS,POST IT NOTES		** COMMENT **	
			03 AMAZON-SPOONS, KLEENEX, CLIPS		01-110-56-00-5610	44.31
					INVOICE TOTAL:	213.55 *
	012526-M.CURTIS	12/31/25	01 AMAZON-CALENDAR, FOOD STORAGE		82-000-24-00-2480	77.39
			02 BAGS, ENGLISH PRACTICE BOOK		** COMMENT **	
			03 AMAZON-PERSONAL CHARGES MADE		01-000-24-00-2440	110.09
			04 IN ERROR-TO BE REIMBURSED		** COMMENT **	
					INVOICE TOTAL:	187.48 *
	012526-M.MCGREGORY	12/31/25	01 MENARDS#120525-DRILLING HAMMER		51-510-56-00-5620	18.99
			02 MENARDS#140525-DRY LUBE DRIP		51-510-56-00-5620	4.68
					INVOICE TOTAL:	23.67 *
	012526-M.NELSON	12/31/25	01 WALGREENS-GIFT CARD		01-210-56-00-5650	55.95
			02 SIRCHIE-NARK II REAGENT		01-210-56-00-5620	45.44
					INVOICE TOTAL:	101.39 *
	012526-M.SENG	12/31/25	01 RURAL KING-SOCKETS, NIPPLES		01-410-56-00-5620	12.97
			02 MENARDS#120525-PVS, SHANK		01-410-56-00-5620	101.01
			03 ADAPTERS, TRANS FLUID		** COMMENT **	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900172	FNBO	FIRST NATIONAL BANK OMAHA		01/25/26		
	012526-M.SENG	12/31/25	04 MENARDS#112525-MALECAM		01-410-56-00-5620	10.98
			05 NAPA#402337-WINDSHIELD FLUID		01-410-56-00-5628	64.62
			06 NAPA#401823-WIPER BLADES		01-410-56-00-5628	53.96
			07 M&K TRUCK-LAMP		01-410-56-00-5628	86.60
			08 PRINT SOURCE-		01-410-54-00-5490	175.00
					INVOICE TOTAL:	505.14 *
	012526-M.WARD	12/31/25	01 DEMCO-CUTTING PADS,BOOK COVERS		82-820-56-00-5620	137.73
			02 AMAZON-BOOKS		82-820-56-00-5686	17.70
					INVOICE TOTAL:	155.43 *
	012526-P.LANDA	12/31/25	01 MENARDS#121225-PRUNER		79-790-56-00-5630	14.49
			02 ACE-TRANSPONDER KEY		79-790-56-00-5620	104.99
			03 ACE-TRANSPONDER KEY		79-790-56-00-5620	104.99
			04 ACE-SPARE TRUCK KEY		79-790-56-00-5620	7.99
					INVOICE TOTAL:	232.46 *
	012526-P.LEGENDRE	12/31/25	01 MENARDS#121025-CONSOLE		52-520-56-00-5620	33.97
			02 ORGANIZER, SCOOP		** COMMENT **	
			03 HOME DEPO-GROUT BRUSH, SOCKET		52-520-56-00-5630	250.91
			04 SET, RATCHETS		** COMMENT **	
			05 STANDARD-HOSE, ENDS, TOGGLES		52-520-56-00-5628	1,906.72
					INVOICE TOTAL:	2,191.60 *
	012526-P.MCMAHON	12/31/25	01 OHERRON-SERVICE UNIFORM ITEMS		01-210-56-00-5600	73.76
			02 TARGET-CAPRI SUN, WATER		01-210-56-00-5620	37.11
			03 MENARDS#120425-HOOKS		01-210-56-00-5620	8.98
			04 MENARDS#120425-PAPER PLATES		01-210-56-00-5620	8.99
			05 GALLS-DEFENSE TECH MK-3 STREAM		01-210-56-00-5620	192.89
			06 CAT SCALE-TRUCK WEIGHING		01-210-56-00-5620	14.75
			07 GALLS-NAMEPLATES		01-210-56-00-5600	32.19
			08 WASH HOUSE-ALTERATIONS		01-210-56-00-5600	12.48
			09 KENDALL PRINT-BUSINESS CARDS		01-210-54-00-5430	48.00
			10 GAS N WASH-NOV 2025 CAR WASHES		01-210-54-00-5495	10.40
			11 OHERRON-SERVICE UNIFORM ITEMS		01-210-56-00-5600	679.36
					INVOICE TOTAL:	1,118.91 *
	012526-P.RATOS	12/31/25	01 AMAZON-HOT CHOCOLATE		01-220-56-00-5620	29.34
			02 VALVOLINE-OIL CHANGE		01-220-54-00-5490	97.97
					INVOICE TOTAL:	127.31 *
	012526-P.SCODRO	12/31/25	01 MENARDS#121025-NUTS, WASHERS		51-510-56-00-5620	23.88
			02 MENARDS#122625-CLEANING ITEMS		51-510-56-00-5620	37.66
			03 HOME DEPO-HARDHAT HEADLAMP		51-510-56-00-5620	69.97
			04 MENARDS#112625-SPLIT KETS, CAP		51-510-56-00-5620	4.06

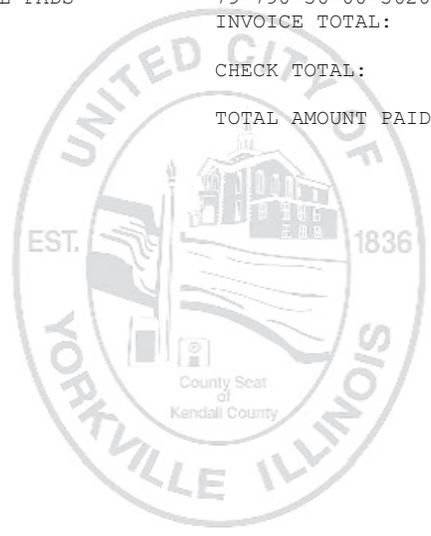
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900172	FNBO	FIRST NATIONAL BANK OMAHA		01/25/26		
	012526-P.SCODRO	12/31/25	05 MENARDS#120525-PEN GUAGE, 06 CLEANERS 07 MENARDS#120925-IRON OUT 08 SUMMIT SAFETY-RAIN PANTS		51-510-56-00-5620 ** COMMENT ** 51-510-56-00-5620 51-510-56-00-5600 INVOICE TOTAL:	29.44 71.97 53.32 290.30 *
	012526-R.BEDFORD	12/31/25	01 MENARDS#120525-O-RINGS, TEFLON 02 MENARDS#121525-DETAILER, TOWELS 03 MENARDS#121925-TUBING 04 RURAL KING-HEX PLUGS 05 MENARDS#120325-MAILBOXES, POST 06 MOUNTS, SCREWS 07 MENARDS#121125-SLEDGE HAMMER, 08 RIP BARS 09 MENARDS#122325-POST MOUNTS 10 NAPA#402696-MUD FLAPS		01-410-56-00-5620 01-410-56-00-5620 01-410-56-00-5620 01-410-56-00-5620 01-410-56-00-5640 ** COMMENT ** 01-410-56-00-5620 ** COMMENT ** 01-410-56-00-5640 01-410-56-00-5628 INVOICE TOTAL:	27.73 22.45 69.94 5.98 257.31 149.88 119.94 55.98 709.21 *
	012526-R.CONARD	12/31/25	01 FOX RIDGE STONE-GRAVEL 02 MENARDS#120825-ORANGE CORD		51-510-56-00-5640 51-510-56-00-5620 INVOICE TOTAL:	50.00 7.74 57.74 *
	012526-R.HART	12/31/25	01 ROSATIS-PIZZAS		01-210-56-00-5650 INVOICE TOTAL:	108.25 108.25 *
	012526-R.HODOUS	12/31/25	01 MCCANN-FILTERS 02 WELDSTAR-WIRE SPOOL 03 MENARDS#121925-WELDING WIRE		79-790-56-00-5640 79-790-56-00-5640 79-790-56-00-5640 INVOICE TOTAL:	596.33 63.34 17.98 677.65 *
	012526-R.MIKOLASEK	12/31/25	01 ILEAS-2026 CONFERENCE 02 REGISTRATION FOR 2 STAFF 03 SHOREWOOD-BALLASTIC VEST		01-210-54-00-5412 ** COMMENT ** 01-210-56-00-5690 INVOICE TOTAL:	600.00 500.00 1,100.00 *
	012526-S.AUGUSTINE	12/31/25	01 AMAZON-BOOKS 02 QUILL-COPY PAPER 03 AMAZON-JOURNAL, SPACE HEATER 04 KRUEGER-CHAIR DOLLY 05 AMAZON-BOOKS 06 AMAZON-BOOKS 07 AMAZON-CAN LINERS 08 AMAZON-WINDEX 09 AMAZON-CAN LINERS 10 AMAZON-PAPER TOWELS, SOAP		82-820-56-00-5686 82-820-56-00-5610 82-820-56-00-5610 82-000-24-00-2480 82-820-56-00-5686 82-820-56-00-5686 82-820-56-00-5621 82-820-56-00-5621 82-820-56-00-5621 82-820-56-00-5621	12.24 295.70 72.55 282.33 121.38 34.09 116.70 46.34 53.10 211.60

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900172	FNBO	FIRST NATIONAL BANK OMAHA		01/25/26		
	012526-S.AUGUSTINE	12/31/25	11 AMAZON-HAND TOWELS, SOAP, 12 TISSUE, CLEANING WIPES 13 DELL-10 KEYBOARDS, 10 DESKTOPS		82-820-56-00-5621 ** COMMENT ** 84-840-56-00-5635	534.20 6,453.80 8,234.03 *
	012526-S.DIAZ	12/31/25	01 AMAZON-COPY PAPER		01-110-56-00-5610 INVOICE TOTAL:	125.34 125.34 *
	012526-S.IWANSKI	12/31/25	01 USPS-BOOK POSTAGE 02 AMAZON-TAPE, CALENDAR		82-820-54-00-5452 82-820-56-00-5610 INVOICE TOTAL:	280.77 52.14 332.91 *
	012526-S.LOMBARDO	12/31/25	01 MENARDS#120825-PEA GRAVEL, ICE 02 MELT, CEMENT		79-790-56-00-5620 ** COMMENT ** INVOICE TOTAL:	61.48 61.48 *
	012526-S.REDMON	12/31/25	01 AT&T-12/24-01/23 INTERNET FOR 02 TOWN SQUARE PARK SIGN 03 NCSI-NOV 2025 BACKGROUND CHECK 04 AMAZON-TREE STORAGE BAGS 05 ARNESON#287453-NOV 2025 DIESEL 06 ARNESON#281854-NOV 2025 GAS 07 ARNESON#287451-NOV 2025 GAS 08 ARNESON#281899-NOV 2025 GAS 09 UNIFIRST-FIRST AID SUPPLIES 10 EXPRESS SIGNS-TOWN SQUARE SIGN 11 REPAIR		79-795-54-00-5440 ** COMMENT ** 79-795-54-00-5462 79-795-56-00-5606 79-790-56-00-5695 79-790-56-00-5695 79-790-56-00-5695 79-790-56-00-5695 79-790-56-00-5620 23-230-56-00-5619 ** COMMENT ** INVOICE TOTAL:	183.57 1,995.00 135.11 233.70 416.66 444.81 641.46 172.55 1,390.50 5,613.36 *
	012526-S.REMUS	12/31/25	01 BSA TROOP 34-CHRISTMAS TREES 02 JIMMY JOHNS-PRESCHOOL TEACHER 03 LUNCH		79-795-56-00-5606 79-795-56-00-5606 ** COMMENT ** INVOICE TOTAL:	2,330.79 93.32 2,424.11 *
	012526-S.SENDRA	12/31/25	01 AMAZON-SANTA VISIT SUPPLIES 02 TARGET-SANTA VISIT COOKIES 03 AMAZON-HOLIDAY BACKDROP 04 SUPPLIES		79-795-56-00-5606 79-795-56-00-5606 79-795-56-00-5606 ** COMMENT ** INVOICE TOTAL:	119.92 49.94 99.96 269.82 *
	012526-S.SLEEZER	12/31/25	01 AUTO ZONE-WIPER BLADES 02 MENARDS#121125-LED LIGHTS 03 RUSSO#21371605-SPREADER 04 RONDO#202182-FENDER 05 RIVERVIEW#4525-BATTERY		79-790-56-00-5640 25-225-60-00-6010 79-790-56-00-5630 79-790-56-00-5640 79-790-56-00-5640	73.98 259.08 579.99 529.90 188.96

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900172	FNBO	FIRST NATIONAL BANK OMAHA		01/25/26		
	012526-S.SLEEZER	12/31/25	06 WELDSTAR-WIRE SPOOL		79-790-56-00-5640	40.44
			07 RIVERFRONT#728127-BATTERY		79-790-56-00-5640	215.60
					INVOICE TOTAL:	1,887.95 *
	012526-T.HOULE	12/31/25	01 MENARDS#120125-SMOKE DETECTOR		79-790-56-00-5620	140.31
			02 MENARDS#112625-DRILL BITS		79-790-56-00-5630	7.08
			03 MENARDS#112625-DRILL BIT		79-790-56-00-5630	3.19
			04 AMAZON-EQUIPMENT WASHER		79-790-56-00-5640	54.00
			05 GOOGLE PLAY-ISA FLASHCARDS		79-790-54-00-5412	16.23
			06 MONTHLY ACCESS		** COMMENT **	
			07 AMAZON-LOCK NUTS		79-790-56-00-5640	52.30
			08 AMAZON-WELDING CONTACT TIPS		79-790-56-00-5640	31.98
			09 AMAZON-EDGER SHAFT REPLACEMENT		79-790-56-00-5640	63.48
					INVOICE TOTAL:	368.57 *
	012526-T.MILSCHEWSKI	12/31/25	01 HOME DEPO-HEATER		24-216-56-00-5656	238.00
			02 MENARDS#120425-DUCT KNIFE		24-216-56-00-5656	12.99
			03 MENARDS#112525-ICE MELT		24-216-56-00-5656	239.93
			04 MENARDS#121925-SOLDERING IRON		24-216-56-00-5656	24.98
			05 MENARDS#120525-ICE MELT		24-216-56-00-5656	86.93
			06 MENARDS#121925-THERMOMETER,		24-216-56-00-5656	63.44
			07 COURSE SALT		** COMMENT **	
					INVOICE TOTAL:	666.27 *
	012526-T.SCOTT	12/31/25	01 HOME DEPO-HAND WARMERS		79-790-56-00-5620	22.41
			02 NAPA#403291-PIGTAILS		79-790-56-00-5640	3.38
			03 NAPA#402340-FILTERS, BATTERY		79-790-56-00-5640	17.68
			04 LUG		** COMMENT **	
			05 GRAINCO-LP GAS REFILL		79-790-56-00-5620	66.34
			06 MENARDS#112625-CONCRETE MIX		25-225-60-00-6010	1,720.32
					INVOICE TOTAL:	1,830.13 *
	012526-UCOY	12/31/25	01 DELL- YEAR THREE CONTRACT		01-640-54-00-5450	33,831.42
			02 PAYMENT FOR CONTINUATION FOR		** COMMENT **	
			03 LICENSING MICROSOFT OFFICE		** COMMENT **	
			04 365.		** COMMENT **	
					INVOICE TOTAL:	33,831.42 *
	012625-R.FREDRICKSON	12/31/25	01 IPASS-REFILL TRANSPONDER		01-000-14-00-1415	20.00
			02 COMCAST-11/13-12/12 610 TOWER		51-510-54-00-5440	128.91
			03 INTERNET		** COMMENT **	
			04 COMCAST-102 E VAN EMMON		79-795-54-00-5440	251.86
			05 INTERNET AND CABLE		** COMMENT **	
			06 NEWTEK-12/11-01/11 WEB HOSTING		01-640-54-00-5450	17.90
			07 COMCAST-11/29-12/28 185 WOLF		79-790-54-00-5440	332.54

UNITED CITY OF YORKVILLE
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900172	FNBO	FIRST NATIONAL BANK OMAHA		01/25/26		
	012625-R.FREDRICKSON	12/31/25	08 ST INTERNET, CABLE AND VOICE		** COMMENT **	
			09 COMCAST-11/30-12/29 610 TOWER		51-510-54-00-5440	78.95
			10 INTERNET		** COMMENT **	
			11 COMCAST-11/30-12/29 610		52-520-54-00-5440	31.58
			12 TOWER INTERNET		** COMMENT **	
			13 COMCAST-11/30-12/29 610		01-410-54-00-5440	126.32
			14 TOWER INTERNET		** COMMENT **	
					INVOICE TOTAL:	988.06 *
	012625-R.HORNER	12/31/25	01 AMAZON-DRUM BARREL PADS		79-790-56-00-5620	29.99
					INVOICE TOTAL:	29.99 *
					CHECK TOTAL:	126,944.42
					TOTAL AMOUNT PAID:	126,944.42



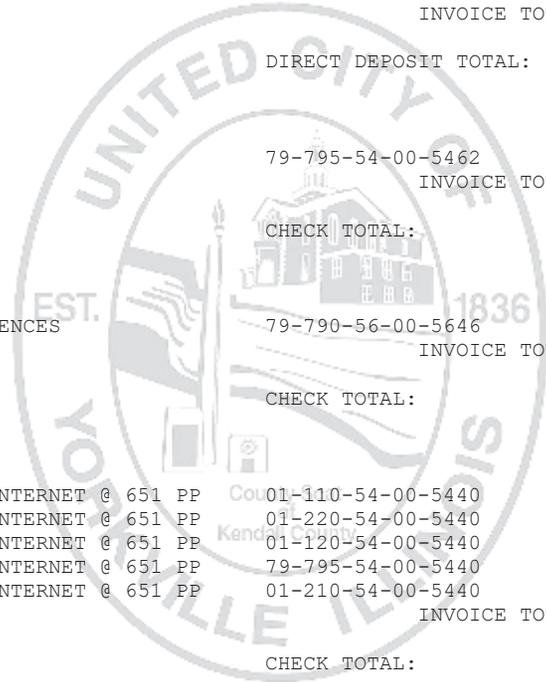
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131282	KCR	KENDALL COUNTY RECORDER'S		01/16/26		
	4035144	01/16/26	01 QUIKTRIP ESTABLISHMENT		90-208-00-00-0011	57.00
			02 ORDINANCE		** COMMENT **	
			03 COSTCO ESTABLISHMENT		90-239-00-00-0011	57.00
			04 ORDINANCE		** COMMENT **	
					INVOICE TOTAL:	114.00 *
					CHECK TOTAL:	114.00
					TOTAL AMOUNT PAID:	114.00



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

INVOICES DUE ON/BEFORE 01/30/2026

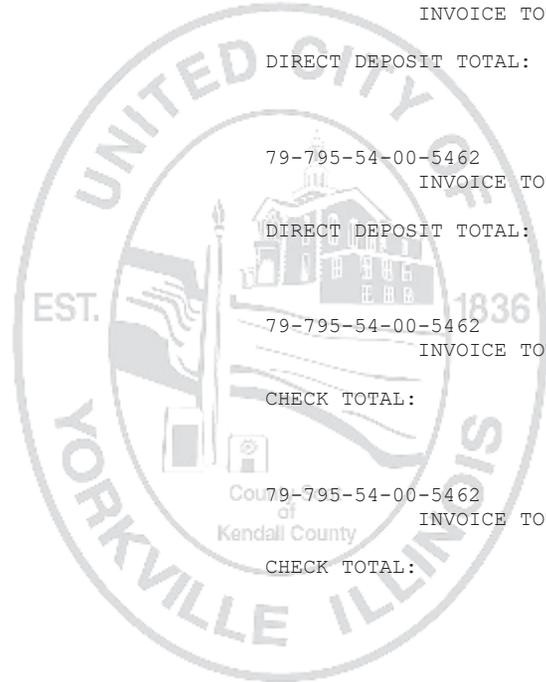
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004667	BEEBED 011726	DAVID BEEBE 01/17/26	01	REFEREE	79-795-54-00-5462		150.00 INVOICE TOTAL: 150.00 *
					DIRECT DEPOSIT TOTAL:		150.00
D004668	DIETERG 011726	GARY M. DIETER 01/17/26	01	REFEREE	79-795-54-00-5462		200.00 INVOICE TOTAL: 200.00 *
					DIRECT DEPOSIT TOTAL:		200.00
544263	HILLESLE 011726	ERIC HILLESLAND 01/17/26	01	REFEREE	79-795-54-00-5462		150.00 INVOICE TOTAL: 150.00 *
					CHECK TOTAL:		150.00
544264	MASTERH 261370303	MASTER HALCO, INC 01/16/26	01	BALLFIELD FENCES	79-790-56-00-5646		8,162.40 INVOICE TOTAL: 8,162.40 *
					CHECK TOTAL:		8,162.40
544265	METRONET 1872272-011826	METRO FIBERNET LLC 01/18/26	01	1/18-2/17 INTERNET @ 651 PP	01-110-54-00-5440		66.87
			02	1/18-2/17 INTERNET @ 651 PP	01-220-54-00-5440		76.42
			03	1/18-2/17 INTERNET @ 651 PP	01-120-54-00-5440		38.21
			04	1/18-2/17 INTERNET @ 651 PP	79-795-54-00-5440		76.42
			05	1/18-2/17 INTERNET @ 651 PP	01-210-54-00-5440		382.08
					INVOICE TOTAL:		640.00 *
					CHECK TOTAL:		640.00



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

INVOICES DUE ON/BEFORE 01/30/2026

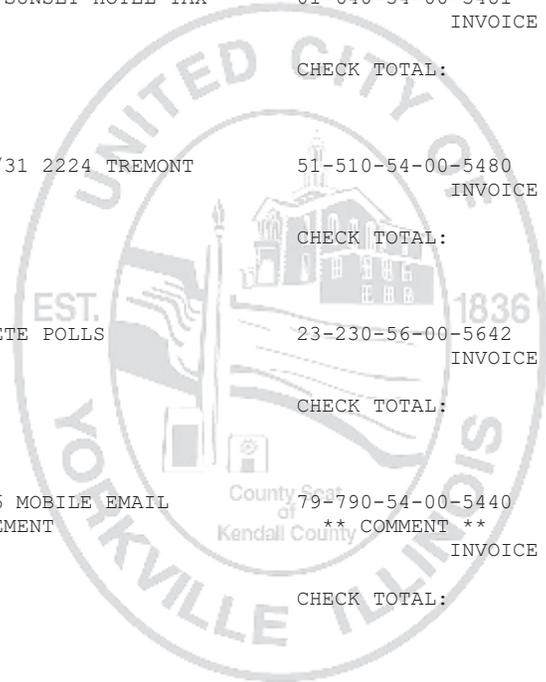
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004669	OLEARYC CYNTHIA O'LEARY YORKVILLE REC BASKET	01/13/26	01	WINTER 2026 REF ASSIGNING FEE	79-795-54-00-5462		1,344.00 INVOICE TOTAL: 1,344.00 *
						DIRECT DEPOSIT TOTAL:	1,344.00
D004670	OLEARYM MARTIN J. O'LEARY 011726	01/17/26	01	REFEREE	79-795-54-00-5462		200.00 INVOICE TOTAL: 200.00 *
						DIRECT DEPOSIT TOTAL:	200.00
D004671	PATTONS SHANE PATTON 011726	01/17/26	01	REFEREE	79-795-54-00-5462		330.00 INVOICE TOTAL: 330.00 *
						DIRECT DEPOSIT TOTAL:	330.00
544266	RIETZJ JACKSON RIETZ 011726	01/17/26	01	REFEREE	79-795-54-00-5462		300.00 INVOICE TOTAL: 300.00 *
						CHECK TOTAL:	300.00
544267	RIETZR ROBERT L. RIETZ JR. 011726	01/17/26	01	REFEREE	79-795-54-00-5462		300.00 INVOICE TOTAL: 300.00 *
						CHECK TOTAL:	300.00
						TOTAL CHECKS PAID:	9,552.40
						TOTAL DIRECT DEPOSITS PAID:	2,224.00
						TOTAL AMOUNT PAID:	11,776.40



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

INVOICES DUE ON/BEFORE 02/10/2026

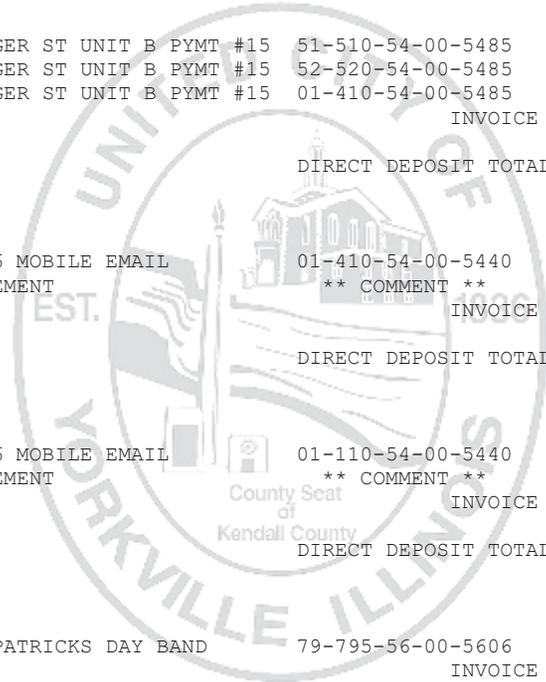
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544268	AACVB	AURORA AREA CONVENTION						
	12/25-ALL	01/14/26	01	DEC 2025 ALL SEASON HOTEL TAX	01-640-54-00-5481		46.43	
					INVOICE TOTAL:		46.43 *	
	12/25-HAMPTON	01/23/26	01	DEC 2025 HAMPTON INN HOTEL TAX	01-640-54-00-5481		4,330.51	
					INVOICE TOTAL:		4,330.51 *	
	12/25-SUNSET	01/23/26	01	DEC 2025 SUNSET HOTEL TAX	01-640-54-00-5481		12.42	
					INVOICE TOTAL:		12.42 *	
					CHECK TOTAL:		4,389.36	
544269	AEPENERG	AEP ENERGY						
	3025129010-010626	01/06/26	01	12/01-12/31 2224 TREMONT	51-510-54-00-5480		13,987.52	
					INVOICE TOTAL:		13,987.52 *	
					CHECK TOTAL:		13,987.52	
544270	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC						
	6585-2338524	01/14/26	01	STRESSCRETE POLLS	23-230-56-00-5642		21,317.00	
					INVOICE TOTAL:		21,317.00 *	
					CHECK TOTAL:		21,317.00	
544271	ANDERSJA	JARED ANDERSON						
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	79-790-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00 *	
					CHECK TOTAL:		45.00	
544272	BARBANEM	MARISA BARBANENTE						



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

INVOICES DUE ON/BEFORE 02/10/2026

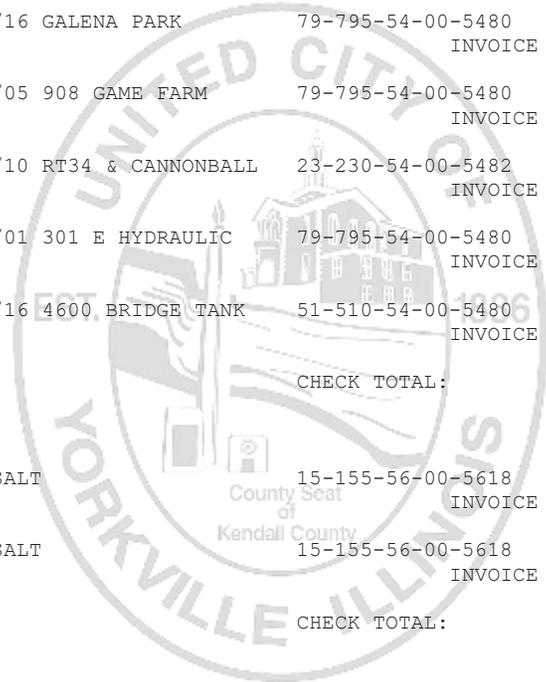
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544272	BARBANEM MARISA BARBANENTE						
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
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					CHECK TOTAL:		45.00
D004673	BEAVERST VERNNE L. HENNE						
	15	01/26/26	01	1203 BADGER ST UNIT B PYMT #15	51-510-54-00-5485		833.34
			02	1203 BADGER ST UNIT B PYMT #15	52-520-54-00-5485		833.33
			03	1203 BADGER ST UNIT B PYMT #15	01-410-54-00-5485		833.33
					INVOICE TOTAL:		2,500.00 *
					DIRECT DEPOSIT TOTAL:		2,500.00
D004674	BEDFORDR RYAN BEDFORD						
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004675	BEHLANDJ JORI CONTRINO						
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544273	BOWERINJ JAMIE R. BOWERING						
	2026 ST PATRICKS	01/26/26	01	2026 ST PATRICKS DAY BAND	79-795-56-00-5606		900.00
					INVOICE TOTAL:		900.00 *
					CHECK TOTAL:		900.00



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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544274	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	44288	01/13/26	01	PAPER TOWEL	52-520-56-00-5620		109.02
					INVOICE TOTAL:		109.02 *
					CHECK TOTAL:		109.02
544275	COMED	COMMONWEALTH EDISON					
	3059341222-011726	01/17/26	01	12/15-01/16 GALENA PARK	79-795-54-00-5480		63.34
					INVOICE TOTAL:		63.34 *
	5946707000-011126	01/11/26	01	12/02-01/05 908 GAME FARM	79-795-54-00-5480		417.31
					INVOICE TOTAL:		417.31 *
	6242447000-011226	01/12/26	01	12/09-01/10 RT34 & CANNONBALL	23-230-54-00-5482		34.18
					INVOICE TOTAL:		34.18 *
	6918342222-120225	12/02/25	01	10/30-12/01 301 E HYDRAULIC	79-795-54-00-5480		69.70
					INVOICE TOTAL:		69.70 *
	9193732222-011726	01/17/26	01	12/15-01/16 4600 BRIDGE TANK	51-510-54-00-5480		104.29
					INVOICE TOTAL:		104.29 *
					CHECK TOTAL:		688.82
544276	COMPASS	COMPASS MINERALS AMERICA					
	1606025	01/14/26	01	HIGHWAY SALT	15-155-56-00-5618		14,350.46
					INVOICE TOTAL:		14,350.46 *
	1608094	01/16/26	01	HIGHWAY SALT	15-155-56-00-5618		7,748.44
					INVOICE TOTAL:		7,748.44 *
					CHECK TOTAL:		22,098.90
D004676	CONARDR	RYAN CONARD					

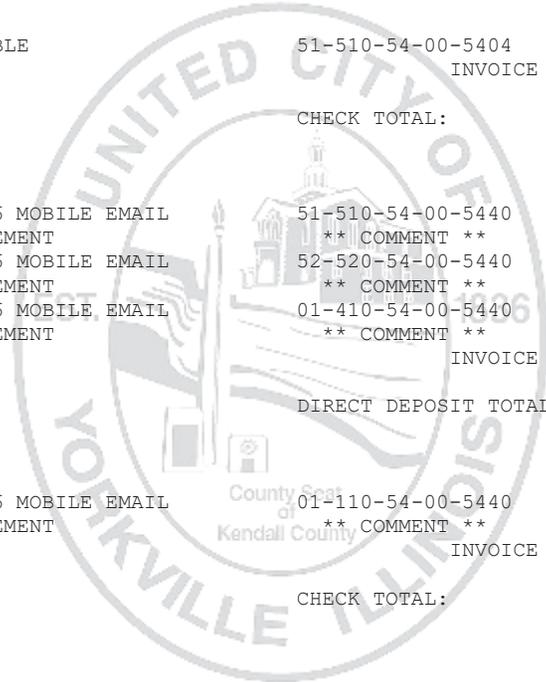


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

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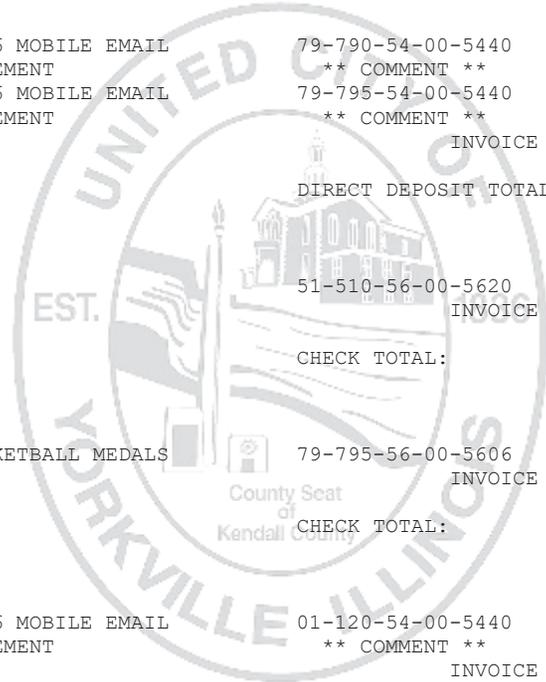
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D004676	CONARDR RYAN CONARD 020126	02/01/26	01	JAN 2026 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544277	COREMAIN CORE & MAIN LP Y349650	01/08/26	01	PULSE CABLE	51-510-54-00-5404		1,473.18
					INVOICE TOTAL:		1,473.18 *
					CHECK TOTAL:		1,473.18
D004677	DHUSEE DHUSE, ERIC 020126	02/01/26	01	JAN 2026 MOBILE EMAIL	51-510-54-00-5440		15.00
			02	REIMBURSEMENT	** COMMENT **		
			03	JAN 2026 MOBILE EMAIL	52-520-54-00-5440		15.00
			04	REIMBURSEMENT	** COMMENT **		
			05	JAN 2026 MOBILE EMAIL	01-410-54-00-5440		15.00
			06	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544278	DIAZS STACY DIAZ 020126	02/01/26	01	JAN 2026 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
D004678	DLK DLK, LLC						



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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004678	DLK DLK, LLC						
	307	01/28/26	01	JAN 2026 ECONOMIC DEVELOPMENT	01-640-54-00-5486		10,344.10
			02	HOURS	** COMMENT **		
					INVOICE TOTAL:		10,344.10 *
					DIRECT DEPOSIT TOTAL:		10,344.10
D004679	EVANST TIM EVANS						
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	79-790-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	JAN 2026 MOBILE EMAIL	79-795-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544279	FERGUSON FERGUSON WATERWORKS #2516						
	0542775	01/05/26	01	8FT GATE	51-510-56-00-5620		312.54
					INVOICE TOTAL:		312.54 *
					CHECK TOTAL:		312.54
544280	FOXVALLE FOX VALLEY TROPHY & AWARDS						
	T332	01/07/26	01	BOYS BASKETBALL MEDALS	79-795-56-00-5606		874.50
					INVOICE TOTAL:		874.50 *
					CHECK TOTAL:		874.50
D004680	FREDRICR ROB FREDRICKSON						
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

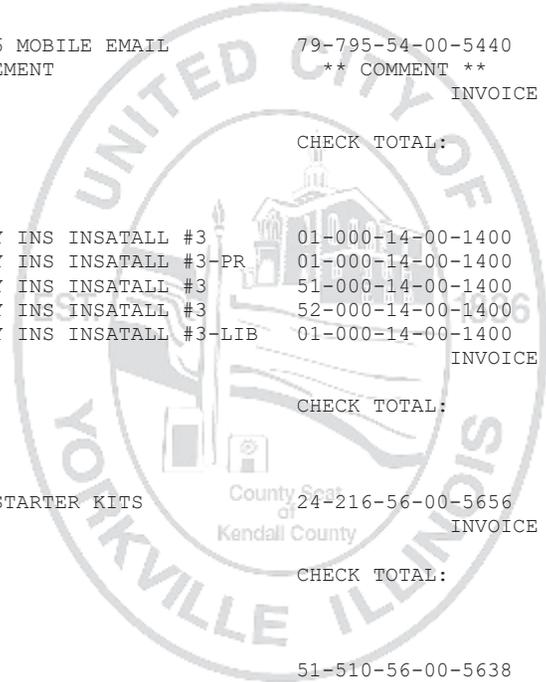


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004681	GALAUNEJ	JAKE GALAUNER					
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544281	GALAUNJU	JULIE GALAUNER					
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
544282	GLATFELT	GLATFELTER UNDERWRITING SRVS.					
	293985133-3	12/19/25	01	LIABILITY INS INSATALL #3	01-000-14-00-1400		27,003.96
			02	LIABILITY INS INSATALL #3-PR	01-000-14-00-1400		5,614.77
			03	LIABILITY INS INSATALL #3	51-000-14-00-1400		2,977.67
			04	LIABILITY INS INSATALL #3	52-000-14-00-1400		1,427.38
			05	LIABILITY INS INSATALL #3-LIB	01-000-14-00-1400		2,238.22
					INVOICE TOTAL:		39,262.00 *
					CHECK TOTAL:		39,262.00
544283	GROUPEL	GROUPE LACASSA LLC					
	1359348	01/14/26	01	LIGHTS, STARTER KITS	24-216-56-00-5656		2,168.60
					INVOICE TOTAL:		2,168.60 *
					CHECK TOTAL:		2,168.60
544284	HACH	HACH COMPANY					
	14812810	12/31/25	01	PHOSVER	51-510-56-00-5638		54.59
					INVOICE TOTAL:		54.59 *

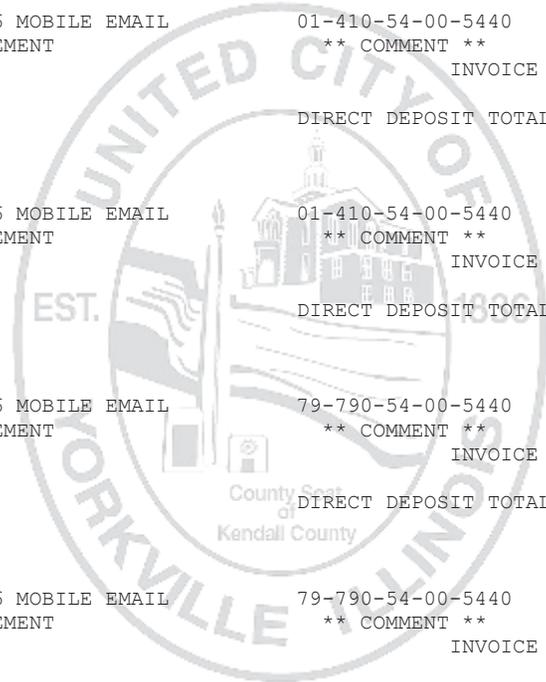


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544284	HACH 14820930	HACH COMPANY 01/08/26	01	CHLORINE	51-510-56-00-5638		508.00
					INVOICE TOTAL:		508.00 *
					CHECK TOTAL:		562.59
D004682	HENNED 020126	DURK HENNE 02/01/26	01	JAN 2026 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004683	HERNANDN 020126	NOAH HERNANDEZ 02/01/26	01	JAN 2026 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004684	HODOUSR 020126	RICHARD HODOUS 02/01/26	01	JAN 2026 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004685	HORNERR 020126	RYAN HORNER 02/01/26	01	JAN 2026 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

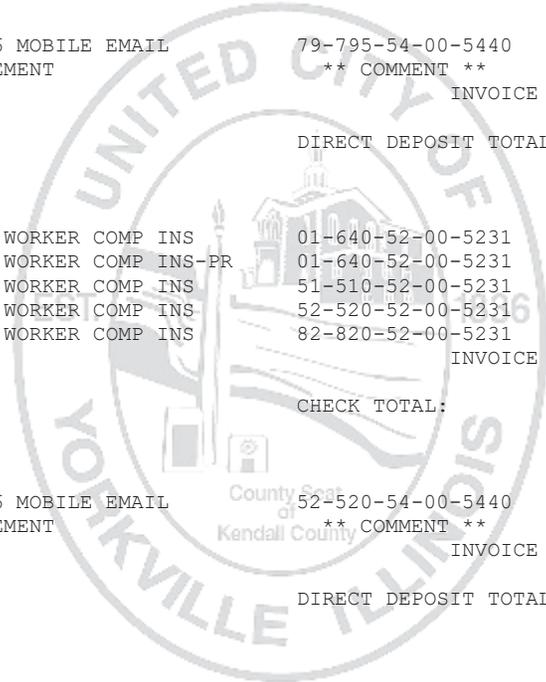


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

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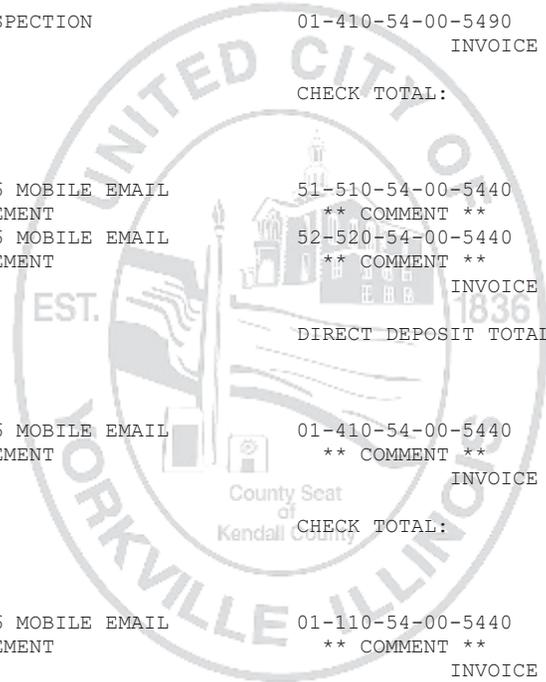
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D004686	HOULEA 020126	ANTHONY HOULE 02/01/26	01	JAN 2026 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004687	IHRIGK 020126	KIRSTEN IHRIG 02/01/26	01	JAN 2026 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544285	IPRF 100820	ILLINOIS PUBLIC RISK FUND 01/19/26	01	MAR 2026 WORKER COMP INS	01-640-52-00-5231		12,099.88
			02	MAR 2026 WORKER COMP INS-PR	01-640-52-00-5231		2,461.40
			03	MAR 2026 WORKER COMP INS	51-510-52-00-5231		1,147.42
			04	MAR 2026 WORKER COMP INS	52-520-52-00-5231		518.30
			05	MAR 2026 WORKER COMP INS	82-820-52-00-5231		978.00
					INVOICE TOTAL:		17,205.00 *
					CHECK TOTAL:		17,205.00
D004688	JACKSONJ 020126	JAMIE JACKSON 02/01/26	01	JAN 2026 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544286	JDDOOR J & D DOOR SALES, INC						



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

INVOICES DUE ON/BEFORE 02/10/2026

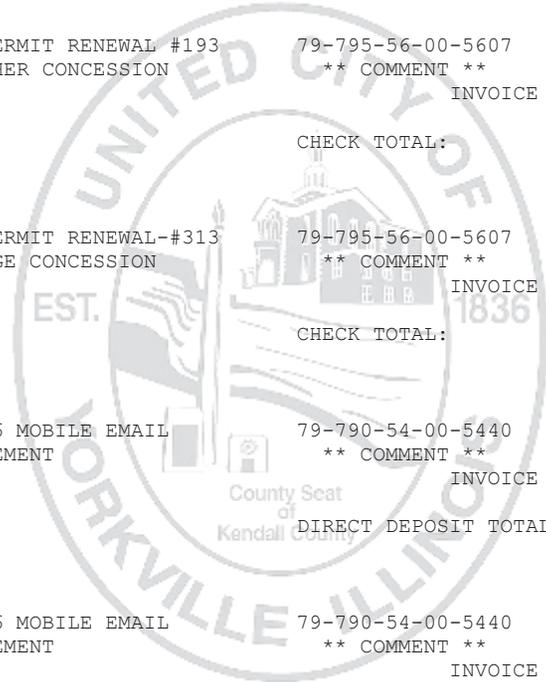
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544286	JDDOOR	J & D DOOR SALES, INC					
	126048	12/17/25	01	MOTOR CAPACITOR REPAIR	24-216-54-00-5446		205.00
					INVOICE TOTAL:		205.00 *
					CHECK TOTAL:		205.00
544287	JIMSTRCK	JIM'S TRUCK INSPECTION LLC					
	211756	09/26/25	01	TRUCK INSPECTION	01-410-54-00-5490		43.00
					INVOICE TOTAL:		43.00 *
					CHECK TOTAL:		43.00
D004689	JOHNGEOR	GEORGE JOHNSON					
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	51-510-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	JAN 2026 MOBILE EMAIL	52-520-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544288	JONESB	BRANDON JONES					
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
544289	JONESKIM	KIMBERLY KAY JONES					
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
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01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 02/10/2026

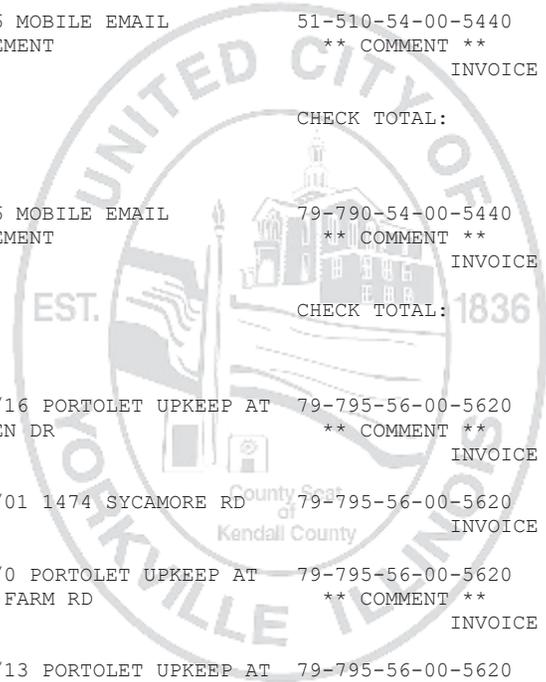
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544290	JULIE 2026-2003	JULIE, INC. 01/06/26	01	QUARTERLY LOCATING CHARGES	52-520-54-00-5483		2,292.19
			02	QUARTERLY LOCATING CHARGES	01-410-54-00-5483		2,292.19
					INVOICE TOTAL:		4,584.38 *
					CHECK TOTAL:		4,584.38
544291	KCHHS PERMIT 193-2026-2027	KENDALL COUNTY HEALTH 01/27/26	01	ANNUAL PERMIT RENEWAL #193	79-795-56-00-5607		175.00
			02	FOR BEECHER CONCESSION	** COMMENT **		
					INVOICE TOTAL:		175.00 *
					CHECK TOTAL:		175.00
544292	KCHHS PERMIT 313-2026-2027	KENDALL COUNTY HEALTH 01/27/26	01	ANNUAL PERMIT RENEWAL-#313	79-795-56-00-5607		175.00
			02	FOR BRIDGE CONCESSION	** COMMENT **		
					INVOICE TOTAL:		175.00 *
					CHECK TOTAL:		175.00
D004690	KLEEFISG 020126	GLENN KLEEFISCH 02/01/26	01	JAN 2026 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004691	LANDAP 020126	PAUL LANDA 02/01/26	01	JAN 2026 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00



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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544293	LAWSON 9312970036	LAWSON PRODUCTS 11/07/25	01	CONNECTORS	01-410-56-00-5620		353.46
					INVOICE TOTAL:		353.46 *
					CHECK TOTAL:		353.46
544294	LEGENDRP 020126	PATRICK LEGENDRE 02/01/26	01	JAN 2026 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
544295	LOMBARDS 020126	STEVEN LOMBARDO 02/01/26	01	JAN 2026 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
544296	LRS PS676175	LRS, LLC 09/18/25	01	09/19-10/16 PORTOLET UPKEEP AT	79-795-56-00-5620		190.00
			02	600 HAYDEN DR	** COMMENT **		
					INVOICE TOTAL:		190.00 *
					INVOICE TOTAL:		54.28
					INVOICE TOTAL:		54.28 *
					INVOICE TOTAL:		177.14
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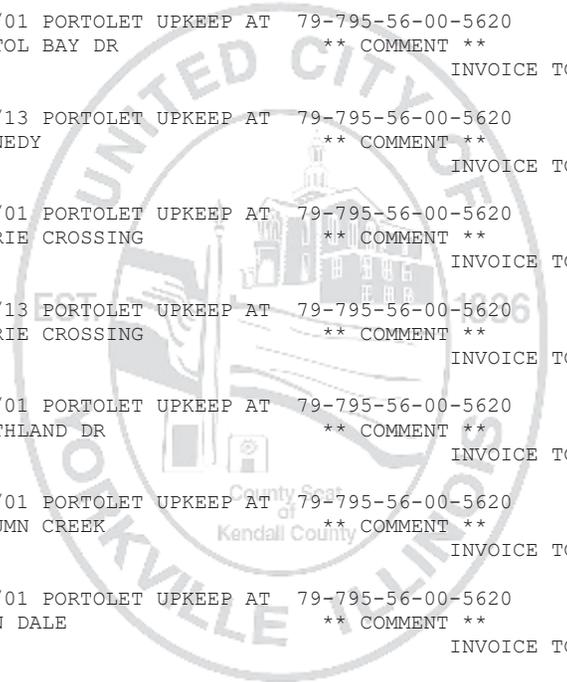


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544296	LRS LRS, LLC						
	PS680202	10/16/25	02	2775 GRANDE TRAIL	** COMMENT **		
					INVOICE TOTAL:		190.00 *
	PS680203	10/16/25	01	09/19-10/16 PORTOLET UPKEEP AT	79-795-56-00-5620		118.00
			02	600 HAYDEN DR	** COMMENT **		
					INVOICE TOTAL:		118.00 *
	PS680204	10/16/25	01	10/17-11/01 PORTOLET UPKEEP AT	79-795-56-00-5620		54.28
			02	427 BRISTOL BAY DR	** COMMENT **		
					INVOICE TOTAL:		54.28 *
	PS680205	10/16/25	01	10/17-11/13 PORTOLET UPKEEP AT	79-795-56-00-5620		190.00
			02	3651 KENNEDY	** COMMENT **		
					INVOICE TOTAL:		190.00 *
	PS680206	10/16/25	01	10/17-11/01 PORTOLET UPKEEP AT	79-795-56-00-5620		54.28
			02	872 PRAIRIE CROSSING	** COMMENT **		
					INVOICE TOTAL:		54.28 *
	PS680207	10/16/25	01	10/17-11/13 PORTOLET UPKEEP AT	79-795-56-00-5620		190.00
			02	920 PRAIRIE CROSSING	** COMMENT **		
					INVOICE TOTAL:		190.00 *
	PS680208	10/16/25	01	10/17-11/01 PORTOLET UPKEEP AT	79-795-56-00-5620		54.28
			02	2807 NORTHLAND DR	** COMMENT **		
					INVOICE TOTAL:		54.28 *
	PS680209	10/16/25	01	10/17-11/01 PORTOLET UPKEEP AT	79-795-56-00-5620		54.28
			02	2736 AUTUMN CREEK	** COMMENT **		
					INVOICE TOTAL:		54.28 *
	PS680210	10/16/25	01	10/17-11/01 PORTOLET UPKEEP AT	79-795-56-00-5620		54.28
			02	2735 ALAN DALE	** COMMENT **		
					INVOICE TOTAL:		54.28 *

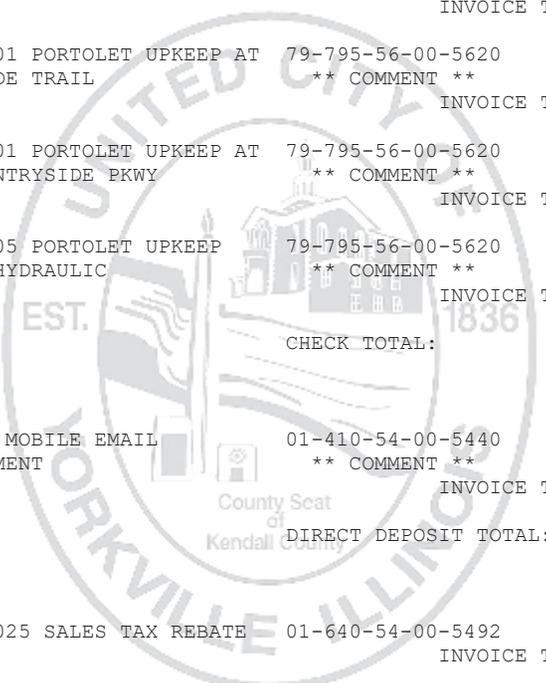


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

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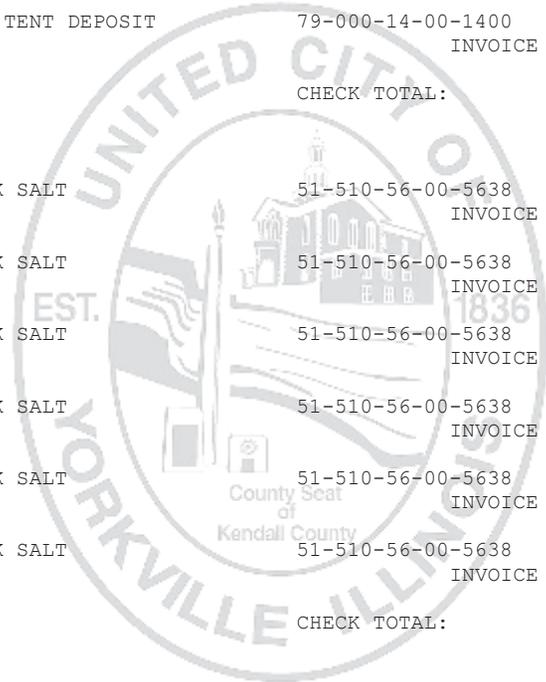
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544296	LRS LRS, LLC						
	PS680211	10/16/25	01	10/17-11/01 PORTOLET UPKEEP AT	79-795-56-00-5620		108.57
			02	600 HAYDEN DR	** COMMENT **		
					INVOICE TOTAL:		108.57 *
	PS680212	10/16/25	01	10/17-11/13 PORTOLET UPKEEP AT	79-795-56-00-5620		275.50
			02	428 BRISTOL BAY DR	** COMMENT **		
					INVOICE TOTAL:		275.50 *
	PS680213	10/16/25	01	10/17-11/01 PORTOLET UPKEEP AT	79-795-56-00-5620		54.28
			02	3142 GRANDE TRAIL	** COMMENT **		
					INVOICE TOTAL:		54.28 *
	PS680214	10/16/25	01	10/17-11/01 PORTOLET UPKEEP AT	79-795-56-00-5620		54.28
			02	105 W COUNTRYSIDE PKWY	** COMMENT **		
					INVOICE TOTAL:		54.28 *
	PS691370	01/08/26	01	01/09-02/05 PORTOLET UPKEEP	79-795-56-00-5620		383.00
			02	AT 131 E HYDRAULIC	** COMMENT **		
					INVOICE TOTAL:		383.00 *
					CHECK TOTAL:		2,256.45
D004692	MCGREGOM MATTHEW MCGREGORY						
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544297	MENINC MENARDS INC						
	103125-STREBATE	01/08/26	01	AUG-OCT 2025 SALES TAX REBATE	01-640-54-00-5492		116,320.61
					INVOICE TOTAL:		116,320.61 *
					CHECK TOTAL:		116,320.61



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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544298	METIND INV080248	METROPOLITAN INDUSTRIES, INC. 01/08/26	01	RAINTREE LS REPLACEMENT PUMP	52-520-60-00-6074		15,729.00 INVOICE TOTAL: 15,729.00 *
				CHECK TOTAL:			15,729.00
544299	MIDWESTT 2026 HTD DEPOSIT	MIDWEST TENTS & EVENTS 01/20/26	01	2026 HTD TENT DEPOSIT	79-000-14-00-1400		4,677.50 INVOICE TOTAL: 4,677.50 *
				CHECK TOTAL:			4,677.50
544300	MIDWSALT 451098	MIDWEST SALT 12/08/25	01	BULK ROCK SALT	51-510-56-00-5638		3,402.74 INVOICE TOTAL: 3,402.74 *
	451518	12/19/25	01	BULK ROCK SALT	51-510-56-00-5638		3,395.17 INVOICE TOTAL: 3,395.17 *
	451522	12/19/25	01	BULK ROCK SALT	51-510-56-00-5638		3,243.93 INVOICE TOTAL: 3,243.93 *
	451523	12/19/25	01	BULK ROCK SALT	51-510-56-00-5638		3,221.26 INVOICE TOTAL: 3,221.26 *
	451540	12/19/25	01	BULK ROCK SALT	51-510-56-00-5638		3,523.72 INVOICE TOTAL: 3,523.72 *
	452151	12/01/25	01	BULK ROCK SALT	51-510-56-00-5638		3,189.50 INVOICE TOTAL: 3,189.50 *
				CHECK TOTAL:			19,976.32
D004693	MILSCHET TED MILSCHEWSKI						

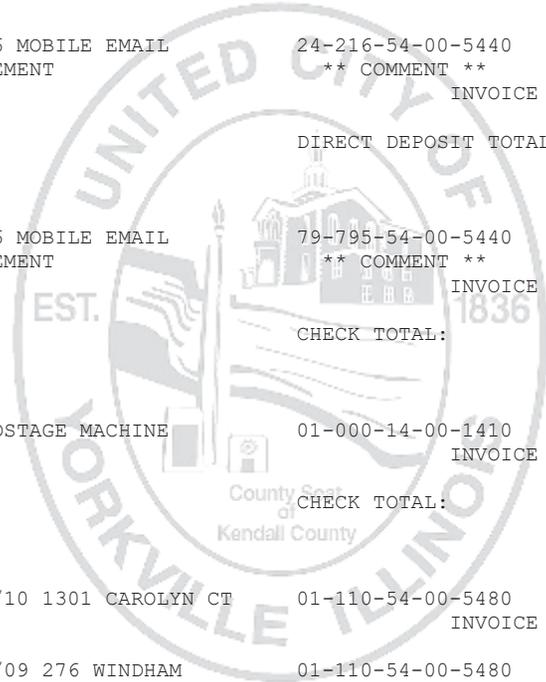


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| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004693	MILSCHET TED MILSCHEWSKI						
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004694	NAVARROJ JESUS NAVARRO						
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544301	NELSONL LUKE NELSON						
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
544302	NEOPOST QUADIENT FINANCE USA, INC						
	012126	01/21/26	01	REFILL POSTAGE MACHINE	01-000-14-00-1410		300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
544303	NICOR NICOR GAS						
	16-00-27-3553 4-0112	01/12/26	01	12/10-01/10 1301 CAROLYN CT	01-110-54-00-5480		66.81
					INVOICE TOTAL:		66.81 *
	31-61-67-2493 1-0109	01/09/26	01	12/09-01/09 276 WINDHAM	01-110-54-00-5480		66.19
					INVOICE TOTAL:		66.19 *

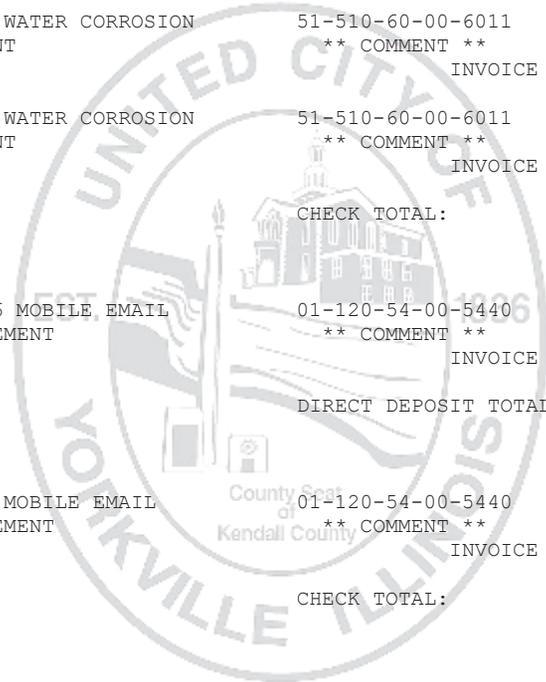


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

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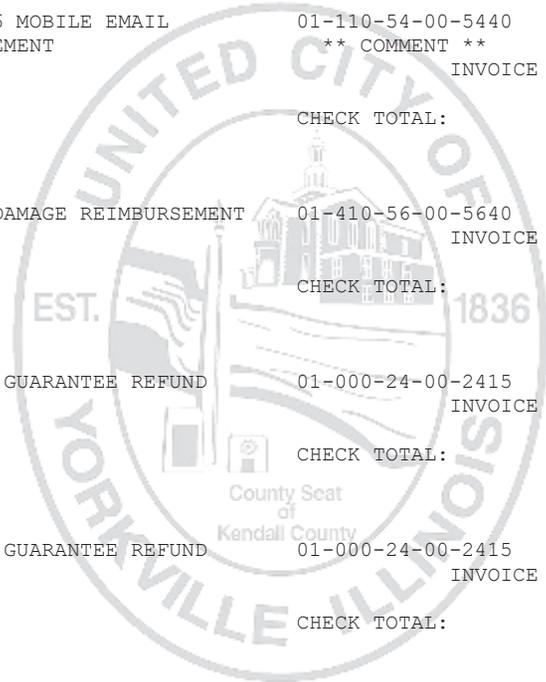
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544303	NICOR NICOR GAS						
	95-16-10-1000 4-0114	01/14/26	01	12/09-01/13 1 RT 47	01-110-54-00-5480		74.67
					INVOICE TOTAL:		74.67 *
					CHECK TOTAL:		207.67
544304	OSWEGO VILLAGE OF OSWEGO						
	3453	01/22/26	01	OCT 2025 WATER CORROSION	51-510-60-00-6011		19,054.49
			02	ASSESSMENT	** COMMENT **		
					INVOICE TOTAL:		19,054.49 *
	3455	01/22/26	01	NOV 2025 WATER CORROSION	51-510-60-00-6011		14,642.12
			02	ASSESSMENT	** COMMENT **		
					INVOICE TOTAL:		14,642.12 *
					CHECK TOTAL:		33,696.61
D004695	PIAZZA AMY SIMMONS						
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544305	POOLEK KAELIN POOLE						
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
544306	PRINTSRC LAMBERT PRINT SOURCE, LLC						



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

INVOICES DUE ON/BEFORE 02/10/2026

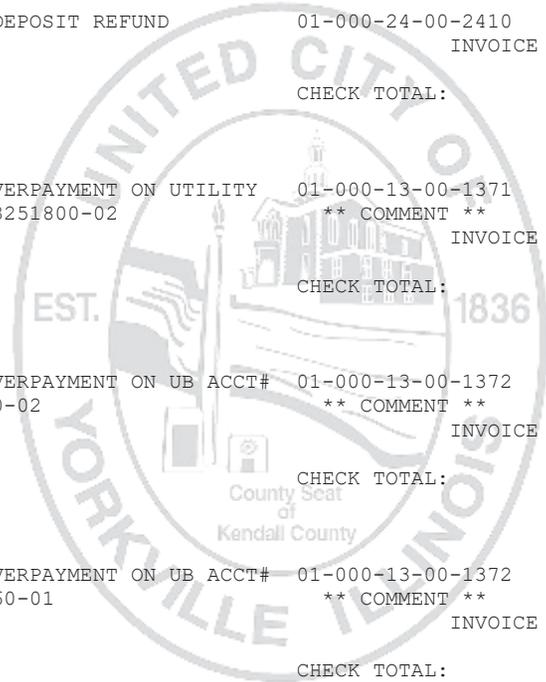
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544306	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	5172	01/18/26	01	VEHICLE DECALS	79-790-54-00-5495		195.00
					INVOICE TOTAL:		195.00 *
					CHECK TOTAL:		195.00
544307	PURCELLJ	JOHN PURCELL					
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
544308	R0000887	MARY JO KLAUS					
	010926-MENARDS REIMB	01/28/26	01	MAILBOX DAMAGE REIMBURSEMENT	01-410-56-00-5640		38.94
					INVOICE TOTAL:		38.94 *
					CHECK TOTAL:		38.94
544309	R0001975	RYAN HOMES					
	20230053-2748 CURTIS	01/22/26	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		375.00
					INVOICE TOTAL:		375.00 *
					CHECK TOTAL:		375.00
544310	R0002288	LENNAR					
	20210790-1165 HAWK H	01/22/26	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		600.00
					INVOICE TOTAL:		600.00 *
					CHECK TOTAL:		600.00
544311	R0002312	LENNY'S GAS & WASH					



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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544311	R0002312	LENNY'S GAS & WASH					
	2019-1448-LENNYS	01/23/26	01	SURETY DEPOSIT REFUND	01-000-24-00-2415		14,000.00
					INVOICE TOTAL:		14,000.00 *
					CHECK TOTAL:		14,000.00
544312	R0002564	HEARTLAND CIRCLE RESIDENTIAL					
	011426-DEP RFND	01/21/26	01	BEECHER DEPOSIT REFUND	01-000-24-00-2410		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
544313	R0002605	KAREN STEFANSKI					
	012226-RFND	01/22/26	01	REFUND OVERPAYMENT ON UTILITY	01-000-13-00-1371		1,091.28
			02	ACCT#0103251800-02	** COMMENT **		
					INVOICE TOTAL:		1,091.28 *
					CHECK TOTAL:		1,091.28
544314	R0002733	BRIAN LUCCA					
	012226-RFND	01/22/26	01	REFUND OVERPAYMENT ON UB ACCT#	01-000-13-00-1372		190.02
			02	010145520-02	** COMMENT **		
					INVOICE TOTAL:		190.02 *
					CHECK TOTAL:		190.02
544315	R0002734	CHRIS NOLE					
	012226-RFND	01/22/26	01	REFUND OVERPAYMENT ON UB ACCT#	01-000-13-00-1372		251.59
			02	0101308660-01	** COMMENT **		
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					CHECK TOTAL:		251.59

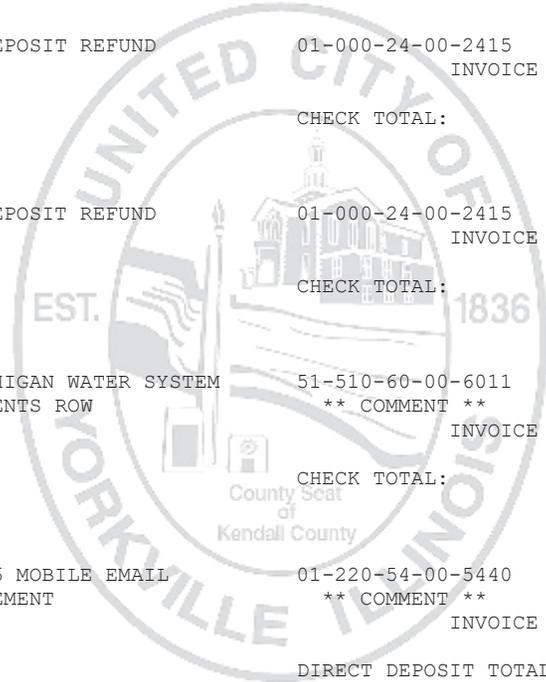


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544316	R0002735 ADAM SINGER 012226-RFND	01/22/26	01	REFUND OVERPAYMENT ON UB ACCT#	01-000-13-00-1372		216.81
			02	0101161050-01	** COMMENT **		
					INVOICE TOTAL:		216.81 *
					CHECK TOTAL:		216.81
544317	R0002736 MTX CARRIER, INC 169 COMMERCIAL	01/26/26	01	SURETY DEPOSIT REFUND	01-000-24-00-2415		5,664.00
					INVOICE TOTAL:		5,664.00 *
					CHECK TOTAL:		5,664.00
544318	R0002737 RESTORE CHURCH RESTORE CHURCH-RFND	01/26/26	01	SURETY DEPOSIT REFUND	01-000-24-00-2415		5,640.00
					INVOICE TOTAL:		5,640.00 *
					CHECK TOTAL:		5,640.00
544319	RALLYHOM RALLY HOMES, LLC PARCEL#0014PE & TE R	01/30/26	01	LAKE MICHIGAN WATER SYSTEM	51-510-60-00-6011		5,000.00
			02	IMPROVEMENTS ROW	** COMMENT **		
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		5,000.00
D004696	RATOSP PETE RATOS 020126	02/01/26	01	JAN 2026 MOBILE EMAIL	01-220-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
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					DIRECT DEPOSIT TOTAL:		45.00

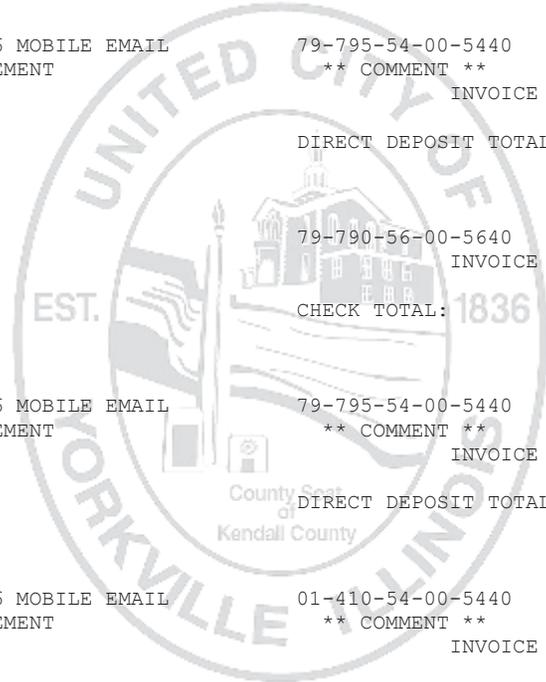


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

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544320	READYSET	READY SET RESCUE TRAINING, LLC					
	26-02-25-01	01/21/26	01	CPR RENEWAL TRAINING	79-790-54-00-5412		547.20
			02	CPR RENEWAL TRAINING	79-795-54-00-5412		684.00
				INVOICE TOTAL:			1,231.20 *
				CHECK TOTAL:			1,231.20
D004697	REDMONST	STEVE REDMON					
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
544321	REINDERS	REINDERS, INC.					
	6087980-00	01/23/26	01	FILTERS	79-790-56-00-5640		104.95
				INVOICE TOTAL:			104.95 *
				CHECK TOTAL:			104.95
D004698	ROSBOROS	SHAY REMUS					
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
D004699	ROZBORSA	ADAM ROZBORSKI					
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00

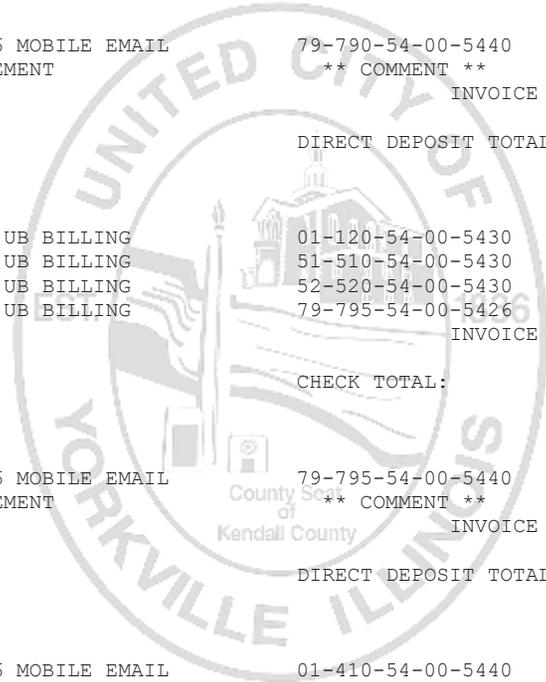


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

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D004700	SCODROP PETER SCODRO						
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004701	SCOTTTR TREVOR SCOTT						
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544322	SEBIS SEBIS DIRECT						
	129045	01/20/26	01	DEC 2025 UB BILLING	01-120-54-00-5430		21.55
			02	DEC 2025 UB BILLING	51-510-54-00-5430		28.88
			03	DEC 2025 UB BILLING	52-520-54-00-5430		13.47
			04	DEC 2025 UB BILLING	79-795-54-00-5426		138.90
					INVOICE TOTAL:		202.80 *
					CHECK TOTAL:		202.80
D004702	SENDRAS SAMANTHA SENDRA						
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004703	SENGM MATT SENG						
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	01-410-54-00-5440		45.00

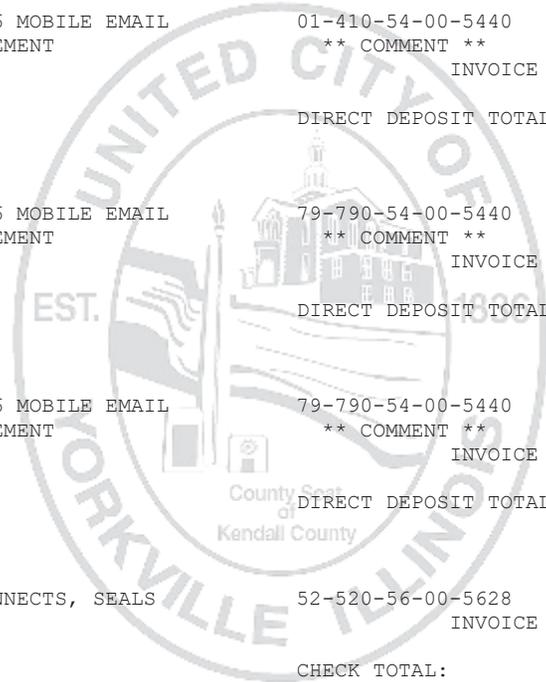


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

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D004703	SENGM MATT SENG						
	020126	02/01/26	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004704	SLEEZERJ JOHN SLEEZER						
	020126	01/21/26	01	JAN 2026 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004705	SLEEZERS SCOTT SLEEZER						
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004706	SMITHD DOUG SMITH						
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544323	STANDE STANDARD EQUIPMENT CO						
	PO8238	01/09/26	01	QUICK CONNECTS, SEALS	52-520-56-00-5628		386.50
					INVOICE TOTAL:		386.50 *
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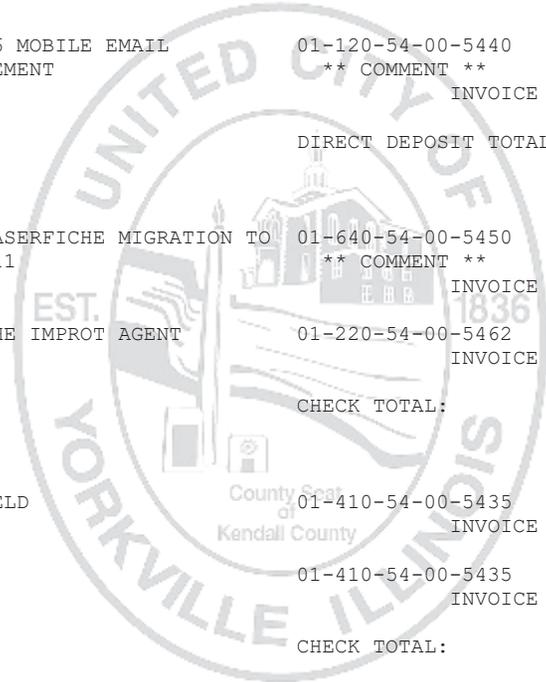


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| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004707	STEFFANG 020126	GEORGE A STEFFENS 02/01/26	01	JAN 2026 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004708	THOMASL 020126	LORI THOMAS 02/01/26	01	JAN 2026 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544324	TKBASSOC 15925	TKB ASSOCIATES, INC. 01/23/26	01	REMOTE LASERFICHE MIGRATION TO	01-640-54-00-5450		1,560.00
			02	VERSION 11	** COMMENT **		
					INVOICE TOTAL:		1,560.00 *
			01	LASERFICHE IMPROT AGENT	01-220-54-00-5462		1,885.05
					INVOICE TOTAL:		1,885.05 *
					CHECK TOTAL:		3,445.05
544325	TRAFFIC 162792	TRAFFIC CONTROL CORPORATION 01/09/26	01	SNOW SHIELD	01-410-54-00-5435		345.00
					INVOICE TOTAL:		345.00 *
			01	VISOR	01-410-54-00-5435		110.00
					INVOICE TOTAL:		110.00 *
					CHECK TOTAL:		455.00

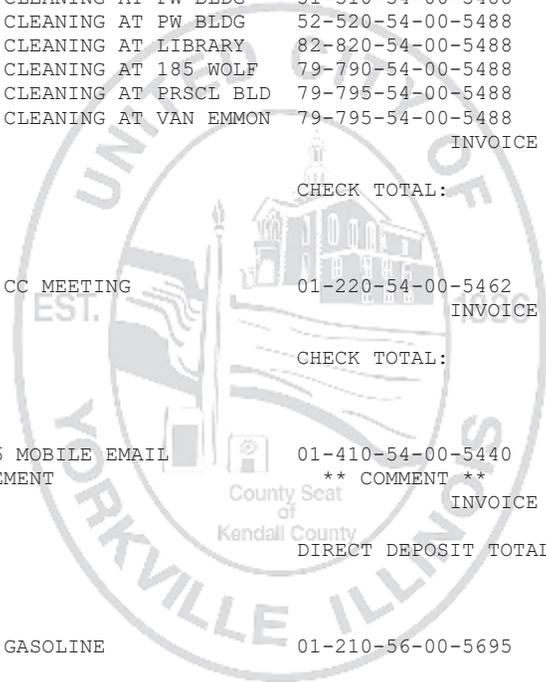


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| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520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

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544326	UNIMAX	UNI-MAX MANAGEMENT CORP						
	5653	01/15/26	01	JAN 2026 CLEANING AT 651 PP	01-110-54-00-5488		383.23	
			02	JAN 2026 CLEANING AT 651 PP	01-120-54-00-5488		383.23	
			03	JAN 2026 CLEANING AT 651 PP	01-210-54-00-5488		1,100.70	
			04	JAN 2026 CLEANING AT 651 PP	79-795-54-00-5488		329.90	
			05	JAN 2026 CLEANING AT 651 PP	01-210-54-00-5488		210.94	
			06	JAN 2026 CLEANING AT PW BLDG	01-410-54-00-5488		158.67	
			07	JAN 2026 CLEANING AT PW BLDG	51-510-54-00-5488		158.67	
			08	JAN 2026 CLEANING AT PW BLDG	52-520-54-00-5488		158.66	
			09	JAN 2026 CLEANING AT LIBRARY	82-820-54-00-5488		2,184.00	
			10	JAN 2026 CLEANING AT 185 WOLF	79-790-54-00-5488		238.00	
			11	JAN 2026 CLEANING AT PRSCL BLD	79-795-54-00-5488		728.00	
			12	JAN 2026 CLEANING AT VAN EMMON	79-795-54-00-5488		238.00	
				INVOICE TOTAL:			6,272.00 *	
				CHECK TOTAL:			6,272.00	
544327	VITOSH	CHRISTINE M. VITOSH						
	2415	01/26/26	01	01-13-26 CC MEETING	01-220-54-00-5462		423.00	
				INVOICE TOTAL:			423.00 *	
				CHECK TOTAL:			423.00	
D004709	WEBERR	ROBERT WEBER						
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	01-410-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
				INVOICE TOTAL:			45.00 *	
				DIRECT DEPOSIT TOTAL:			45.00	
544328	WEX	WEX BANK						
	110335336	01/31/26	01	JAN 2026 GASOLINE	01-210-56-00-5695		5,630.85	

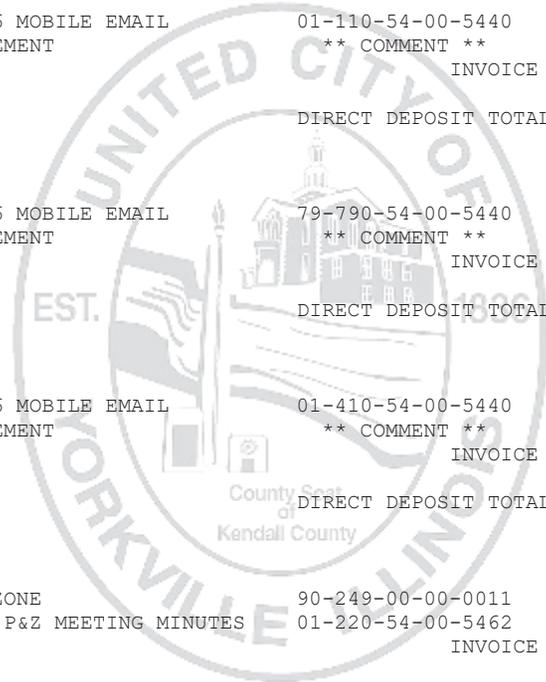


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

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 CHECK REGISTER

INVOICES DUE ON/BEFORE 02/10/2026

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544328	WEX 110335336	WEX BANK 01/31/26	02	JAN 2026 GASOLINE	01-220-56-00-5695		566.67
					INVOICE TOTAL:		6,197.52 *
					CHECK TOTAL:		6,197.52
D004710	WILLRETE 020126	ERIN WILLRETT 02/01/26	01 02	JAN 2026 MOBILE EMAIL REIMBURSEMENT	01-110-54-00-5440		45.00
				** COMMENT **	INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004711	WOLFB 020126	BRANDON WOLF 02/01/26	01 02	JAN 2026 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440		45.00
				** COMMENT **	INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004712	YODERD 020126	DAVID YODER 02/01/26	01 02	JAN 2026 MOBILE EMAIL REIMBURSEMENT	01-410-54-00-5440		45.00
				** COMMENT **	INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544329	YOUNGM 011426-PZ	MARLYS J. YOUNG 01/25/26	01 02	MEYER REZONE 01/14/26 P&Z MEETING MINUTES	90-249-00-00-0011 01-220-54-00-5462		68.00 17.00
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		85.00



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

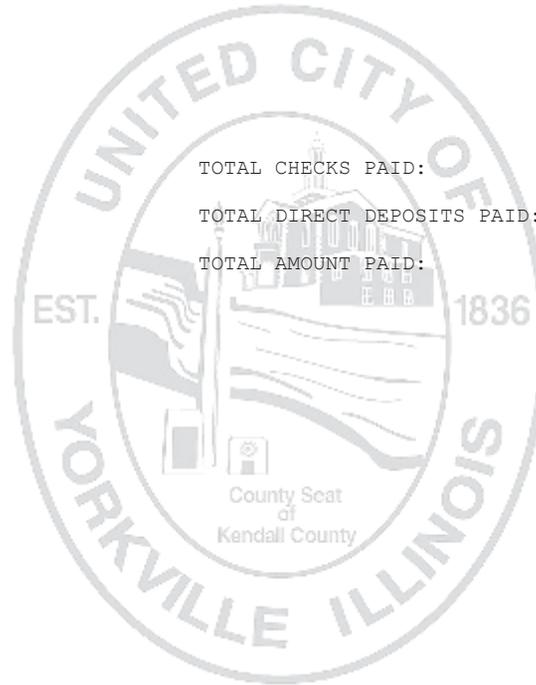
INVOICES DUE ON/BEFORE 02/10/2026

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544330	ZITTA	AUGUST ZITT					
	020126	02/01/26	01	JAN 2026 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00

TOTAL CHECKS PAID: 376,704.69

TOTAL DIRECT DEPOSITS PAID: 14,554.10

TOTAL AMOUNT PAID: 391,258.79



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



UNITED CITY OF YORKVILLE PAYROLL SUMMARY January 30, 2026

	<u>REGULAR</u>	<u>OVERTIME</u>	<u>TOTAL</u>	<u>IMRF</u>	<u>FICA</u>	<u>TOTALS</u>
ADMINISTRATION	23,389.85	-	23,389.85	1,840.78	1,769.91	27,000.54
FINANCE	17,242.47	-	17,242.47	1,356.98	1,317.43	19,916.88
POLICE	164,200.17	2,042.91	166,243.08	828.16	12,338.85	179,410.09
COMMUNITY DEV.	40,593.92	-	40,593.92	3,135.74	3,041.75	46,771.41
STREETS	32,115.61	3,893.60	36,009.21	2,833.93	2,749.48	41,592.62
BUILDING & GROUNDS	6,977.18	110.20	7,087.38	557.78	542.19	8,187.35
WATER	24,913.04	434.54	25,347.58	1,934.15	1,930.67	29,212.40
SEWER	17,593.79	-	17,593.79	1,384.60	1,345.83	20,324.22
PARKS	37,091.42	-	37,091.42	2,919.09	2,827.81	42,838.32
RECREATION	31,682.03	-	31,682.03	1,893.68	2,423.66	35,999.37
LIBRARY	21,160.22	-	21,160.22	1,111.64	1,602.61	23,874.47
TOTALS	\$ 416,959.70	\$ 6,481.25	\$ 423,440.95	\$ 19,796.53	\$ 31,890.19	\$ 475,127.67

TOTAL PAYROLL \$ 475,127.67



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, February 10, 2026

ACCOUNTS PAYABLE

DATE

City MasterCard Bill Register <i>(Pages 1 - 13)</i>	12/25/2025	\$	126,944.42
Clerk's Check #131282 Kendall County Recorder <i>(Page 14)</i>	01/16/2026		114.00
Manual City Check Register <i>(Pages 15 - 16)</i>	01/30/2026		11,776.40
City Check Register <i>(Pages 17 - 42)</i>	02/10/2026		391,258.79
SUB-TOTAL:		\$	530,093.61

WIRE PAYMENTS

Blue Cross/ Blue Shield Insurance-Jan 2026	01/30/2026	\$	201,328.36
TOTAL PAYMENTS:			\$201,328.36

PAYROLL

Bi - Weekly <i>(Page 43)</i>	01/30/2026	\$	475,127.67
SUB-TOTAL:		\$	475,127.67

TOTAL DISBURSEMENTS:		\$	1,206,549.64
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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"/>
Economic Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #4

Tracking Number

EDC 2026-11

Agenda Item Summary Memo

Title: Kendall County Intergovernmental Agreement Renewal – Inspection Services

Meeting and Date: City Council – February 10, 2026

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 – 2/3/26 Action Taken: Moved forward to CC consent agenda.

Item Number: EDC 2026-11

Type of Vote Required: Majority

Council Action Requested: Approval

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

Agenda Item Notes:

See attached memo.



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 7, 2026
 Subject: **Renewed Kendall County Intergovernmental Agreement**
 Reciprocal Building Inspection and Plumbing Inspection Services

Summary

In May 2013, the City approved Resolution 2013-13, authorizing an intergovernmental agreement between the City of Yorkville and Kendall County to provide shared building inspection services on an as-needed basis for an initial term of three (3) years. In 2014, the City approved an amendment to the agreement through Resolution 2014-34, which added shared plumbing inspection services.

Since that time, the agreement has been renewed annually through the following resolutions: Resolution 2016-08 (March 2016); Resolution 2017-15 (March 2017); Resolution 2018-05 (March 2018); Resolution 2019-11 (March 2019); Resolution 2020-08 (March 2020); Resolution 2021-05; Resolution 2023-04; and Resolution 2024-04. The most recent renewal was approved in 2025 via Resolution 2025-19. Each renewal extended the reciprocal inspection services for an additional one-year term.

Although the City continues to outsource a portion of its inspection services to B&F, staff believes this intergovernmental arrangement has functioned effectively for both the City and Kendall County over the past nearly thirteen (13) years. The table below summarizes the number of reciprocal inspections conducted by each entity for calendar years 2017 through 2025:

	2017	2018	2019	2020	2021	2022	2023	2024	2025
Kendall County inspections conducted by City	23	40	5	3	10	70	38	27	25
City inspections conducted by Kendall County	11	0	0	0	0	7	0	0	0

City-conducted inspections for Kendall County fluctuated during this period, with notable peaks in 2018 (40 inspections) and a significant surge in 2022 (70 inspections), followed by a return to more moderate but consistent levels from 2023 through 2025 (ranging from 25 to 38 inspections annually). Kendall County's inspections conducted on behalf of the City were minimal and sporadic, occurring only in 2017 (11 inspections) and 2022 (7 inspections), with no activity recorded in the remaining years.

The current agreement is scheduled to expire on February 11, 2026. The attached draft agreement proposes to extend the existing shared services arrangement for an additional one-year term, with the option for annual renewals upon written agreement by both parties.

Proposed Agreement

The agreement provides substitute inspection services for the City of Yorkville and Kendall County in instances where the respective Code Officials are on vacation or otherwise unavailable to perform their regular duties.

Services are provided on an as-needed basis and include footing, backfill, foundation wall, concrete slab, rough framing, rough electrical, underground electrical, electrical service, insulation, roofing, and final inspections. The agreement also includes rough plumbing and final plumbing inspections; however, it does not include plumbing plan review or permit approval.

Staff Comments/Recommendation

Both the City of Yorkville Building Department and the Kendall County Building Department view this reciprocal inspection arrangement as a beneficial and effective back-up service. Accordingly, staff recommends approval of the proposed one-year extension of the agreement.

The Kendall County Planning, Building and Zoning Committee (PB&Z) is expected to review the proposed agreement within the next month. Staff will be available at Tuesday night's meeting to address any questions regarding the attached proposal.

Attachments

1. Draft Resolution
2. Draft Yorkville-Kendall County Intergovernmental Agreement
3. Resolution 2025-19

Resolution No. 2026-_____

**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 - 2026*, attached
hereto and made a part hereof by reference as Exhibit A, is hereby approved, and John Purcell,
Mayor, and Jori Contrino, 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. 2026.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois
this ____ day of _____, A.D. 2026.

MAYOR

Attest:

CITY CLERK

Exhibit A
**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING
INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS
AND THE UNITED CITY OF YORKVILLE, ILLINOIS - 2026**

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
504 South Main 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 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

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. 2025-19

**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 11th day of February, A.D. 2025.


CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this 14th day of February, A.D. 2025.

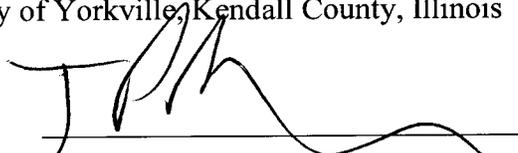

MAYOR

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 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

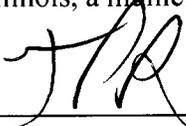
respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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

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

By: _____ By: _____
Chair, Kendall County Board



Mayor

Date: _____ Date: _____

February 14, 2025

Attest:

Attest:

County Clerk



City Clerk

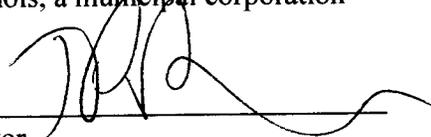
respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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:  By: _____
Chair, Kendall County Board

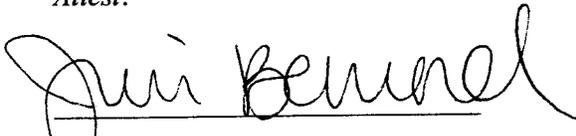

Mayor

Date: 2/18/25

Date: 2/27/25

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"/>
Economic Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2026-04

Agenda Item Summary Memo

Title: C-1 Yorkville (Cyrus One) – Minor PUD Amendment

Meeting and Date: City Council – February 10, 2026

Synopsis: Approval of a proposed minor Planned Unit Development (PUD) Amendment for
Cyrus One data center campus.

Council Action Previously Taken:

Date of Action: CC – 7/9/24 Action Taken: Approval of Planned Unit Development

Item Number: PZC 2024-15 & EDC 2024-41

Type of Vote Required: Majority

Council Action Requested: Approval

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

Agenda Item Notes:



Memorandum

To: City Council
 From: Krysti J. Barksdale-Noble, Community Development Director
 CC: Bart Olson, City Administrator
 Sara Mendez, Senior Planner
 David Hansen, Senior Planner
 Date: January 30, 2026
 Subject: **Cyrus One - Minor Amendment to Planned Unit Development**
 Request for Revised Substation Size and Location

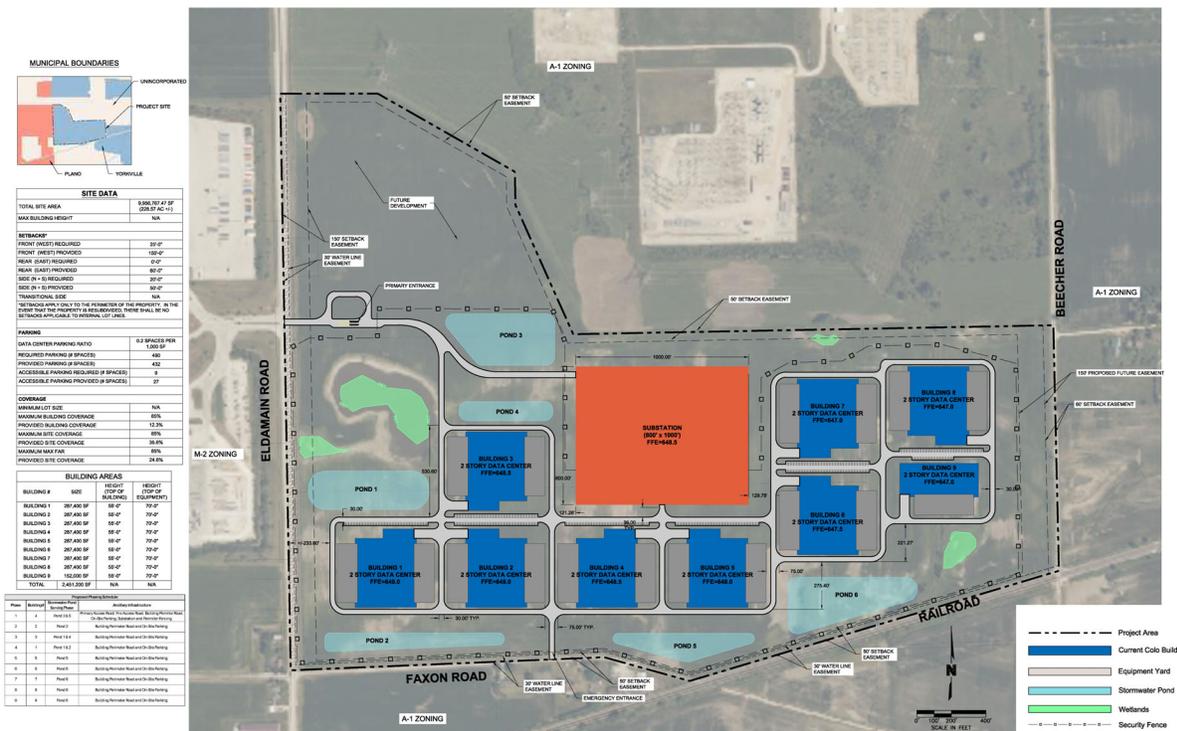
REQUEST SUMMARY

C1 Yorkville, LLC (CyrusOne) is requesting approval of a Minor Amendment to the approved Planned Unit Development (PUD) for the CyrusOne data center campus, generally located north of Faxon Road and east of Eldamain Road. The request involves a revision to the size and location of the electrical substation and removal of one (1) previously approved building within the initial project area, as depicted on the attached Amended Preliminary PUD Plan.

Although the approved PUD Agreement allows certain minor amendments to be approved administratively by the Zoning Administrator, the petitioner has elected to follow the full review process under the Unified Development Ordinance (UDO) and is seeking formal City Council approval. This approach is intended to promote transparency and help maintain the overall construction schedule.

CURRENT PUD AGREEMENT

The subject property was approved as a Planned Unit Development (PUD) for an approximately 230-acre data center consisting of nine (9) buildings totaling 2.45 million square feet in July 2024 pursuant to Ordinance 2024-33. As depicted below, the approved Preliminary PUD Plan depicts the multi-building data center campus with an 800,000 square foot on-site electrical substation intended to serve the entire development.



MUNICIPAL BOUNDARIES	
UNINCORPORATED	PROJECT SITE
PLAND	YORKVILLE

SITE DATA	
TOTAL SITE AREA	808,000 SF OF (0.025 AC +/-)
MAX BUILDING HEIGHT	N/A
SETBACKS	
FRONT (FEET) PROVIDED	30'-0"
FRONT (FEET) REQUIRED	100'-0"
REAR (FEET) PROVIDED	10'-0"
REAR (FEET) REQUIRED	80'-0"
SIDE (A - IS) PROVIDED	30'-0"
SIDE (A - IS) REQUIRED	80'-0"
SIDE (B - IS) PROVIDED	30'-0"
SIDE (B - IS) REQUIRED	80'-0"
TRANSITION LINE	
TRANSITION LINE TO THE PERIMETER OF THE PROPERTY, IN THE EVENT THAT THE PROPERTY IS REDEVELOPED, THERE SHALL BE NO SETBACKS APPLICABLE TO INTERNAL LOT LINES	
PARKING	
DATA CENTER PARKING REQUIRED	83 SPACES PER 2,000 SF
REQUIRED PARKING (SPACES)	482
PROVIDED PARKING (SPACES)	8
ACCESSIBLE PARKING REQUIRED (SPACES)	27
ACCESSIBLE PARKING PROVIDED (SPACES)	0
COVERAGE	
OVERLAP LOT SIZE	N/A
MAXIMUM BUILDING COVERAGE	65%
PROVIDED BUILDING COVERAGE	88%
MAXIMUM SITE COVERAGE	88%
PROVIDED SITE COVERAGE	88%
MAXIMUM ROAD FARE	88%
PROVIDED SITE COVERAGE	24.8%

BUILDING AREAS			
BUILDING #	SIZE	HEIGHT (TOP OF BUILDING)	HEIGHT (TOP OF EQUIPMENT)
BUILDING 1	287,400 SF	88'-0"	70'-0"
BUILDING 2	287,400 SF	88'-0"	70'-0"
BUILDING 3	287,400 SF	88'-0"	70'-0"
BUILDING 4	287,400 SF	88'-0"	70'-0"
BUILDING 5	287,400 SF	88'-0"	70'-0"
BUILDING 6	287,400 SF	88'-0"	70'-0"
BUILDING 7	287,400 SF	88'-0"	70'-0"
BUILDING 8	287,400 SF	88'-0"	70'-0"
BUILDING 9	182,000 SF	88'-0"	70'-0"
TOTAL	2,450,000 SF	N/A	N/A

Item	Description
1	Area 101
2	Area 102
3	Area 103
4	Area 104
5	Area 105
6	Area 106
7	Area 107
8	Area 108
9	Area 109
10	Area 110

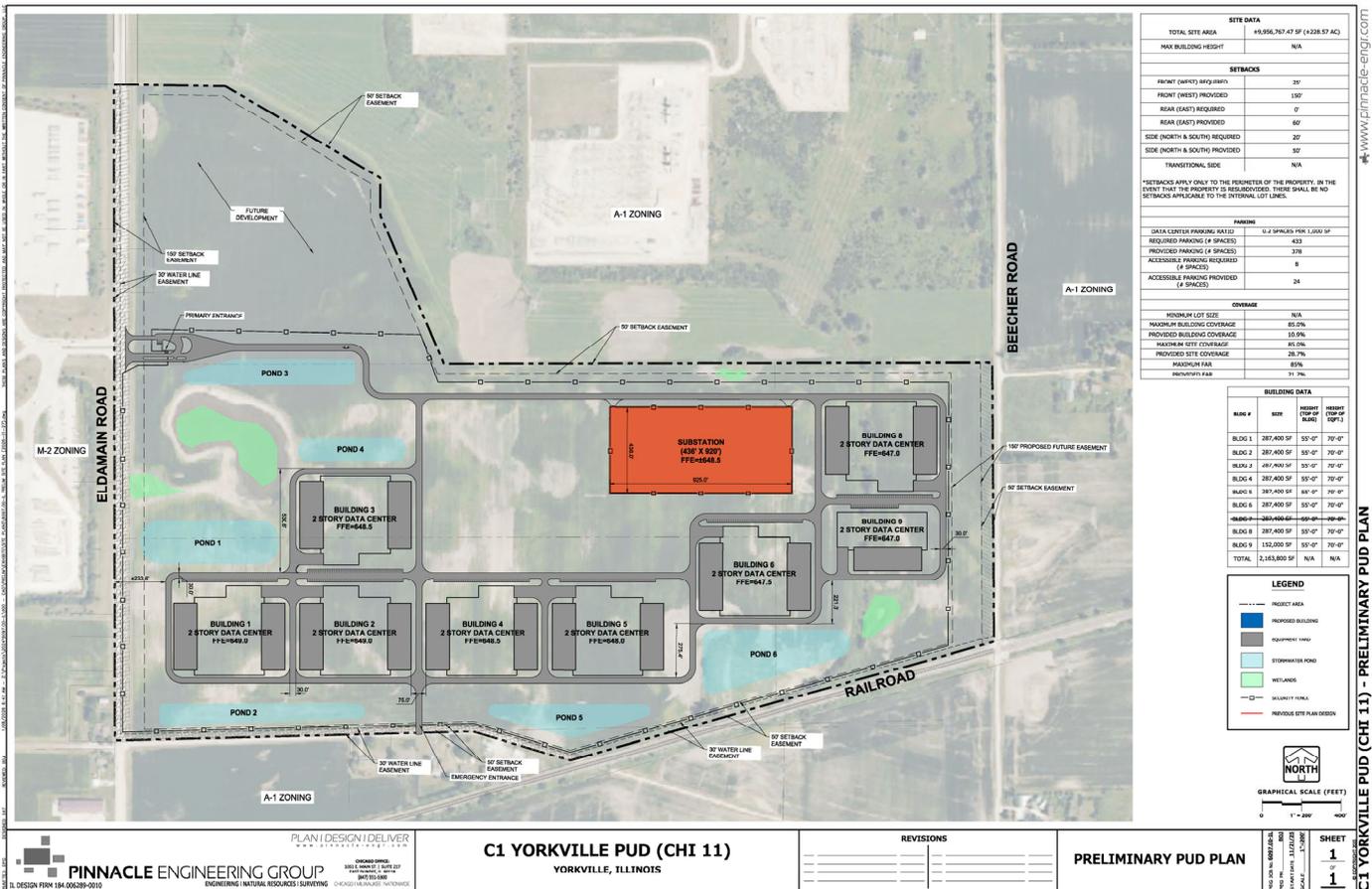
CYRUS ONE - YORKVILLE, ILLINOIS - PRELIMINARY PUD PLAN
 SCALE: 1" = 300' AT FULL SIZE (SCALE)
 DATE: May 21, 2024

Under Section 7.1.G.3 of the approved PUD Agreement, certain changes to site layout, building placement, and infrastructure may be classified as Minor PUD Amendments, provided they do not materially alter the overall development concept or increase impacts to surrounding properties.

PROPOSED AMENDMENT

As shown on the proposed Amended Preliminary PUD Plan submitted by the petitioner, CyrusOne proposes the following modifications within the initial project area:

- Reduction in substation size, from approximately 800,000 square feet to approximately 400,000 square feet.
- Relocation of the substation slightly east, effectively eliminating the previously approved location of Building #7. Buildings #6, 8 and 9 are now positioned to the south and east of the new substation layout.
- Elimination of Building #7 reduces the total building area of the plan from 2,451,200 square feet to 2,163,800 square feet.
- Corresponding adjustments to internal roadway configuration and stormwater facilities to accommodate the revised substation footprint and grading requirements.



The revised plan maintains compliance with all applicable setback, coverage, and access standards and does not increase the intensity, density, or building floor area of the development beyond what was previously approved. The proposed changes are illustrated below on the Amended Preliminary PUD Plan prepared by Pinnacle Engineering Group and summarized in the petitioner's cover letter dated December 23, 2025.

This request for a minor PUD Amendment is driven by the anticipated 2026 delivery of transformers for Phase 1 of the development, which originally included Building #4, the substation, and Ponds #3 and #4. To ensure readiness for transformer delivery and installation at the substation, the developer must begin site grading and construction of the substation concrete pad in Spring 2026.

Additionally, as part of this request, CyrusOne has indicated that it anticipates submitting a fully amended PUD and new site plan for the overall campus in the future, which would require a formal public hearing process in accordance with the UDO.

ANALYSIS/UDO REQUIREMENTS

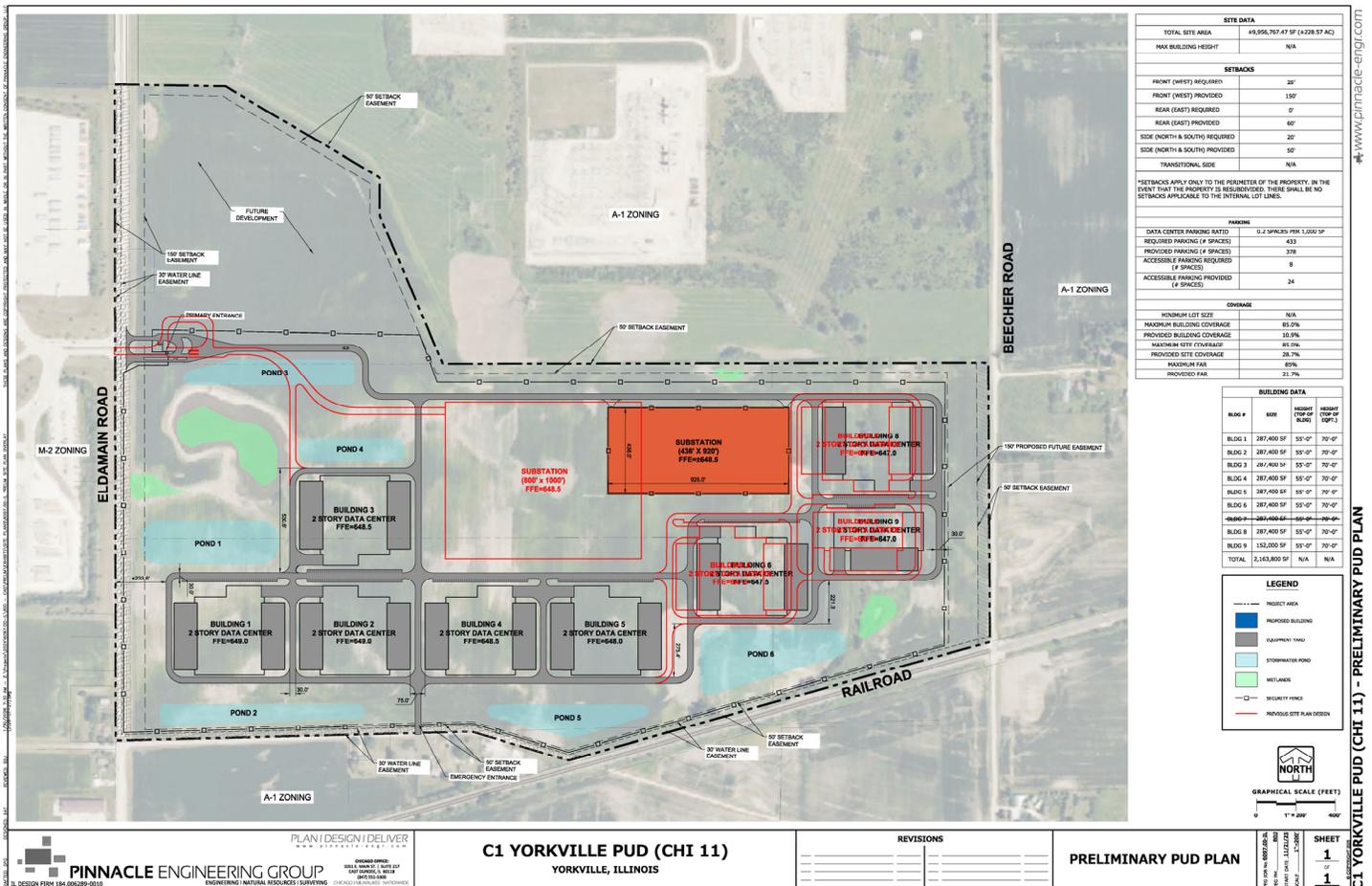
Pursuant to Section 10-8-8(G)(4)(b) of the Unified Development Ordinance (UDO), staff is required to provide a recommendation to the City Council for Minor Planned Unit Development (PUD) Amendments. A Minor PUD Amendment is defined as a proposed change to an approved PUD that remains consistent with the standards and conditions under which the PUD was approved, does not alter the overall concept or intent of the development, and does not constitute a major amendment.

A Major PUD Amendment includes any proposed change that results in one or more of the following:

- An increase in density.
- An increase in building height.
- A reduction in open space exceeding five (5) percent.
- A modification to the proportion of housing types.
- Changes to parking areas that are inconsistent with the UDO.
- An increase in approved gross floor area of more than five hundred (500) square feet.
- An alteration to the alignment of roads, utilities, or drainage.
- Any other change that is inconsistent with a standard or condition imposed by the City Council at the time of PUD approval and/or the approved Site Plan, as determined by the Zoning Administrator.

As none of the above criteria apply, staff has determined that the request qualifies as a Minor PUD Amendment. Although administrative approval would otherwise be permissible under the existing Cyrus One PUD Agreement, the petitioner has requested City Council consideration, which is consistent with the UDO. Pursuant to Section 10-8-8 of the UDO, final approval of a Minor PUD Amendment requires City Council review and approval by a two-thirds (2/3) affirmative vote.

Below is a comparison of the currently approved Cyrus One site plan with the proposed site layout of the new substation, removed Building #7 and new entry road configuration outlined in red.



ADMINISTRATIVE DECISION/RECOMMENDATION

Based on review of the submitted materials and the standards of the approved PUD Agreement, staff finds that:

- The proposed changes represent a Minor PUD Amendment as defined in Section 7.1.G.3 of the PUD Agreement.
- The amendment reduces infrastructure footprint and does not increase development intensity.
- The overall site design, access, and operational characteristics of the campus remain generally consistent with the approved PUD.
- No adverse impacts to surrounding properties or public infrastructure have been identified as a result of the proposed revision.

Therefore, staff recommends approval of the Minor PUD Amendment as depicted on the Amended Preliminary PUD Plan.

Staff and the petitioner will be available at Tuesday night’s meeting to discuss the proposed minor PUD amendment request and answer any questions.

Attachments:

1. Draft Approving Ordinance
2. Petitioner's Application
3. Copy of Ordinance No. 2024-33
4. Original Cyrus One Preliminary PUD Plan, prepared by Olsson dated May 21, 2024.
5. Proposed Amended CI Yorkville PUD (CHI 11) Preliminary PUD Plan, prepared by Pinnacle Engineering Group dated 11/21/25.
6. Comparison Cyrus One Preliminary PUD Plan, prepared by Pinnacle Engineering Group dated 11/21/25.

Ordinance No. 2026-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS APPROVING A MINOR AMENDMENT TO THE APPROVED
PLANNED UNIT DEVELOPMENT FOR C1 YORKVILLE, LLC**

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

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

WHEREAS, as part of their proposal, C1 Yorkville submitted an application to the City for a special use planned unit development (“*PUD*”) with a preliminary site plan (the “*Site Plan*”) for the Development Site which the Mayor and City Council approved on July 9, 2024; and

WHEREAS, C1 Yorkville has now requested approval of minor changes to the approved Site Plan for the PUD due to the relocation and reduction in the size of the substation thereby eliminating Building 7 and corresponding adjustments to the internal roadway configuration and stormwater facilities to accommodate the new substation footprint; and

WHEREAS, after a review of the request to amend the Site Plan of the PUD, it has been determined that such amendment is a minor amendment to the Site Plan (“*Minor PUD Amendment*”) in compliance with all applicable setbacks, coverage and access standards and does not increase the intensity of the Development Site; and

WHEREAS, in consideration of the foregoing facts, the Zoning Administrator of the City recommends approval of this Minor PUD Amendment.

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

Section 1. All Preambles hereinabove set forth are incorporated herein as if restated in this Section 1.

Section 2. The amended Site Plan of the Planned Unit Development, as depicted on Exhibit B attached hereto, is hereby approved.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2026.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2026.

MAYOR

Attest:

CITY CLERK

EXHIBIT A

PARCEL ONE:

THAT PART OF THE SOUTH 1/2 OF SECTION 18 AND THE NORTHWEST 1/4 OF SECTION 19, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 1030.91 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, 3352.25 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, 844.76 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 26 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 18, 231.91 FEET; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 852.71 FEET; THENCE NORTH 73 DEGREES 28 MINUTES 36 SECONDS WEST, 514.80 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 88 DEGREES 38 MINUTES 24 SECONDS WEST, ALONG SAID SOUTH LINE OF SAID SOUTHWEST 1/4 1816.32 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE SOUTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 1917.41 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST TO A POINT ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION, 3126.88 FEET; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 223.50 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, 886.50 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, TO A POINT ON SAID WEST LINE, 3352.25 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG SAID WEST LINE, 886.50 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL THREE:

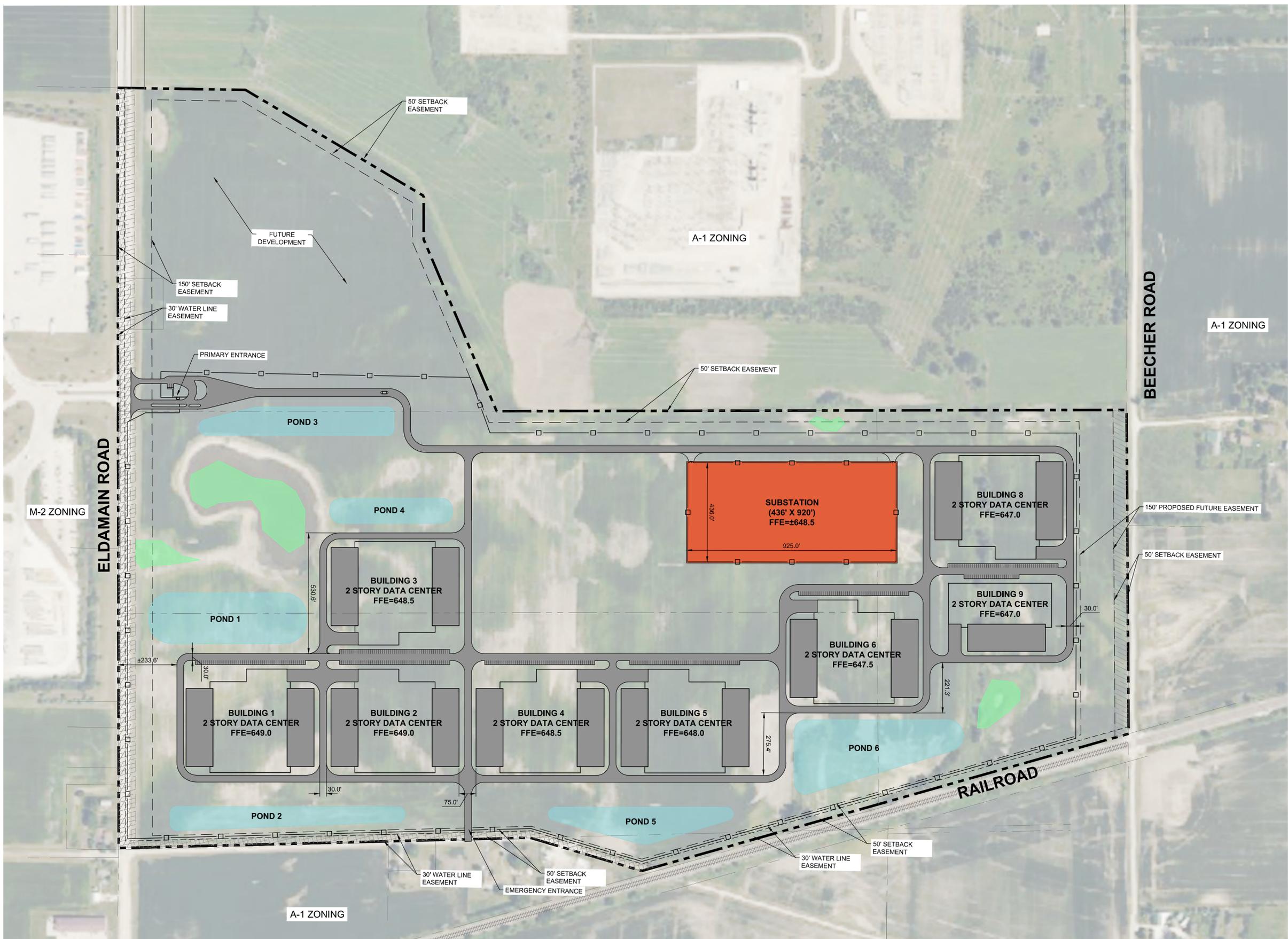
THAT PART OF THE WEST 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 00 MINUTES 54 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, 1929.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 01

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

PARCEL FOUR:

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

1/28/2026 6:42 AM - Z:\Projects\2024\6097\00-IL\600 - CAD\PRELIM\COMBTS\SITE PLANS\6097\00-IL\PREL SITE PLAN (2026-01-27).dwg
 THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC
 REVIEWED: BDJ
 DESIGNED: DAT
 DRAFTED: DDC



SITE DATA	
TOTAL SITE AREA	±9,956,767.47 SF (±228.57 AC)
MAX BUILDING HEIGHT	N/A
SETBACKS	
FRONT (WEST) REQUIRED	25'
FRONT (WEST) PROVIDED	150'
REAR (EAST) REQUIRED	0'
REAR (EAST) PROVIDED	60'
SIDE (NORTH & SOUTH) REQUIRED	20'
SIDE (NORTH & SOUTH) PROVIDED	50'
TRANSITIONAL SIDE	N/A
*SETBACKS APPLY ONLY TO THE PERIMETER OF THE PROPERTY. IN THE EVENT THAT THE PROPERTY IS RESUBDIVIDED, THERE SHALL BE NO SETBACKS APPLICABLE TO THE INTERNAL LOT LINES.	
PARKING	
DATA CENTER PARKING RATIO	0.2 SPACES PER 1,000 SF
REQUIRED PARKING (# SPACES)	433
PROVIDED PARKING (# SPACES)	378
ACCESSIBLE PARKING REQUIRED (# SPACES)	8
ACCESSIBLE PARKING PROVIDED (# SPACES)	24
COVERAGE	
MINIMUM LOT SIZE	N/A
MAXIMUM BUILDING COVERAGE	85.0%
PROVIDED BUILDING COVERAGE	10.9%
MAXIMUM SITE COVERAGE	85.0%
PROVIDED SITE COVERAGE	28.7%
MAXIMUM FAR	85%
PROVIDED FAR	21.7%

BUILDING DATA			
BLDG #	SIZE	HEIGHT (TOP OF BLDG)	HEIGHT (TOP OF EQPT.)
BLDG 1	287,400 SF	55'-0"	70'-0"
BLDG 2	287,400 SF	55'-0"	70'-0"
BLDG 3	287,400 SF	55'-0"	70'-0"
BLDG 4	287,400 SF	55'-0"	70'-0"
BLDG 5	287,400 SF	55'-0"	70'-0"
BLDG 6	287,400 SF	55'-0"	70'-0"
BLDG 7	287,400 SF	55'-0"	70'-0"
BLDG 8	287,400 SF	55'-0"	70'-0"
BLDG 9	152,000 SF	55'-0"	70'-0"
TOTAL	2,163,800 SF	N/A	N/A

LEGEND

- PROJECT AREA
- PROPOSED BUILDING
- EQUIPMENT YARD
- STORMWATER POND
- WETLANDS
- SECURITY FENCE
- PREVIOUS SITE PLAN DESIGN

NORTH

GRAPHICAL SCALE (FEET)

0 1" = 200' 400'

PLAN | DESIGN | DELIVER
 www.pinnacle-engr.com

PINNACLE ENGINEERING GROUP
 ENGINEERING | NATURAL RESOURCES | SURVEYING

CHICAGO OFFICE:
 1053 E. MAIN ST., SUITE 217
 EAST DUNDEE, IL 60118
 (847) 551-5300

CHICAGO | MILWAUKEE | NATIONWIDE

C1 YORKVILLE PUD (CHI 11)
 YORKVILLE, ILLINOIS

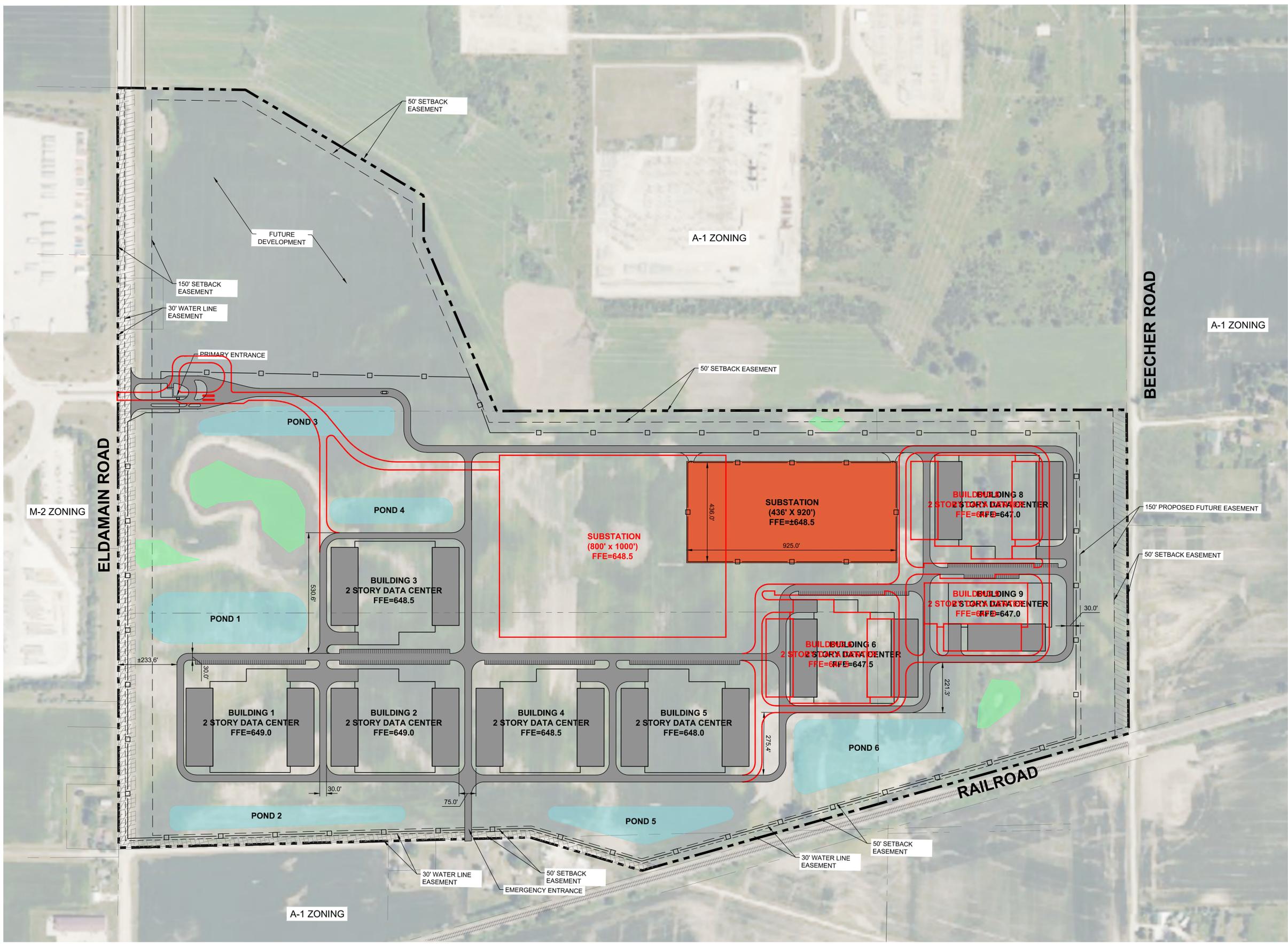
REVISIONS	

PRELIMINARY PUD PLAN

REG JOB No. 6097-00-IL REG PM START DATE 11/21/25 SCALE 1"=200'	SHEET 1 OF 1
--	--

www.pinnacle-engr.com
 C1 YORKVILLE PUD (CHI 11) - PRELIMINARY PUD PLAN

1/30/2026 7:33 AM - Z:\Projects\2024\6097.00-IL\600 - CAD\PRELIM\CHIBITS\SITE PLANS\6097.00-IL PRELIM SITE PLAN OVERLAY
 THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC
 DRAWN: DPIC
 DESIGNED: DAT
 REVIEWED: BDJ
 © COPYRIGHT 2025



SITE DATA	
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SETBACKS	
FRONT (WEST) REQUIRED	25'
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MINIMUM LOT SIZE	N/A
MAXIMUM BUILDING COVERAGE	85.0%
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BLDG 6	287,400 SF	55'-0"	70'-0"	
BLDG 7	287,400 SF	55'-0"	70'-0"	
BLDG 8	287,400 SF	55'-0"	70'-0"	
BLDG 9	152,000 SF	55'-0"	70'-0"	
TOTAL	2,163,800 SF	N/A	N/A	

LEGEND

- PROJECT AREA
- PROPOSED BUILDING
- EQUIPMENT YARD
- STORMWATER POND
- WETLANDS
- SECURITY FENCE
- PREVIOUS SITE PLAN DESIGN

NORTH

GRAPHICAL SCALE (FEET)

0 1" = 200' 400'

PLAN | DESIGN | DELIVER
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 CHICAGO | MILWAUKEE | NATIONWIDE
 ENGINEERING | NATURAL RESOURCES | SURVEYING
 IL DESIGN FIRM 184.006289-0010

C1 YORKVILLE PUD (CHI 11)
 YORKVILLE, ILLINOIS

REVISIONS	

PRELIMINARY PUD PLAN
 SHEET
1
 OF
1

C1 YORKVILLE PUD (CHI 11) - PRELIMINARY PUD PLAN
 www.pinnacle-engr.com

January 28, 2026

Ms. Krysti J. Barksdale-Noble, AICP
Community Development Director
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
knoble@yorkville.il.us

RE: Minor Amendment to CyrusOne Planned Unit Development

Dear Ms. Barksdale-Noble,

In July of 2024 the City of Yorkville approved the annexation and zoning for development of property owned by C1 Yorkville, LLC, and generally located north of Faxon Road and east of Eldemain Road. Owner has made minor revisions to the approved site plan and now seeks approval of a minor amendment to the planned unit development. Please accept the enclosed materials in support of our application for a minor amendment.

The Amended Preliminary PUD Plan for the Subject Property reflects the following minor changes:

- The size of the substation has been reduced from approximately 800,000 square feet to 400,000 square feet and the configuration of the substation has been modified accordingly;
- With the revised layout of the substation, Building 7 has been eliminated from the plan, reducing total building area of the plan from 2,451,200 to 2,163,800 square feet;
- Access at Eldemain road has been reconfigured with bifurcated ingress/egress drives;
- The internal roadway configuration has been updated based on substation design and stormwater requirements;
- Detention basins along the northernmost internal access road have been reconfigured to accommodate engineering issues.

Owner reasonably anticipates delivery of the transformers for phase 1 development of the property in 2026. To prepare for delivery of the transformers, Owner must commence site grading and improvement of the substation pad in the spring of 2026. The proposed minor change, which will facilitate said work, is consistent with the process set forth in the Planned Unit Development Agreement which governs the property.

We appreciate your cooperation processing this request. Should you have any questions or concerns, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Russell G. Whitaker, III". The signature is fluid and cursive, with a prominent initial "R" and a long, sweeping underline.

Russell G. Whitaker, III
Attorney for C1 Yorkville, LLC
russ@rw-attorneys.com



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

APPLICATION FOR AGREEMENT AMENDMENT

INTENT AND PURPOSE

Annexation Agreements specify the desired requested approvals from the petitioner that will affect the property and successor owners. Planned Unit Development (PUD) Agreements are unique and a complex form of development which differs from the conventional approval process allowing for flexibility in the design and land use of larger scale developments. Such approvals require agreements that are contractual in nature, therefore an amendment must be sought when a change, minor or substantial, in the original terms of the Annexation or Planned Unit Development (PUD) Agreement occurs.

This packet explains the process to successfully submit and complete an Application to Amend an Annexation or Planned Unit Development Agreement. It includes a detailed description of the process, outlines required submittal materials, and contains the application.

For a complete explanation of what is legally required to amend a Planned Unit Development, please refer to "Title 10, Chapter 8, Section 8G: Amendments to Approved Planned Unit Development" of the Yorkville, Illinois Unified Development Ordinance.

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 application is received, 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 AGREEMENT AMENDMENT

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

PUBLIC HEARING

Annexation Agreement amendments require a public hearing held by the City Council which meets on the second and fourth Tuesday of the month. PUD Agreement amendments require a public hearing held by the Planning and Zoning Commission which meets on the second Wednesday of the month.

The petitioner will attend and present their request at a public hearing. The reviewing body will conduct the public hearing on the request, take public comments, and discuss the request.

For Annexation Agreement Amendments: 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.

For PUD Agreement Amendments: 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 annexation request will be reviewed. If the amendment is for an Annexation Agreement this meeting may be held at the same meeting of the public hearing. 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, if applicable
- Posting Public Hearing Sign(s)
- Signed Certified Affidavit of Mailings, if applicable
- Attendance at All Meetings

CITY STAFF

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



United City of Yorkville
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APPLICATION FOR AGREEMENT AMENDMENT

SAMPLE MEETING SCHEDULE

PLANNED UNIT DEVELOPMENT AGREEMENT AMENDMENT

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	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30						29	30						29	30						29	30					

Plan Council Meeting Economic Development Committee Planning & Zoning Commission Public Hearing City Council

ANNEXATION AGREEMENT AMENDMENT

MONTH 1							MONTH 2							MONTH 3						
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	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30						29	30						29	30					

Plan Council Meeting Economic Development Committee City Council Public Hearing

Meeting Date

Updated Materials Submitted for Meeting

Public Notice Mailing Window

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 and Section 10-8-2 General Application Requirements)



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

APPLICATION FOR AGREEMENT AMENDMENT

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 checked="" type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$ 500.00
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$250 = \$ \underline{\hspace{2cm}}$ <p style="text-align: center;"># of Acres Acres over 5 Amount for Extra Acres Total Amount</p>			
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres		Total: \$
<i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>			
$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$200 = \$ \underline{\hspace{2cm}}$ <p style="text-align: center;"># of Acres Acres over 5 Amount for Extra Acres Total Amount</p>			
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$250 = \$ \underline{\hspace{2cm}}$ <p style="text-align: center;"># of Acres Acres over 5 Amount for Extra Acres Total Amount</p>			
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:		Total: \$
<input type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input type="checkbox"/> Over 10 acres			\$1,000.00 \$2,500.00 \$5,000.00
TOTAL AMOUNT DUE:			\$500.00



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 Website: www.yorkville.il.us

APPLICATION FOR AGREEMENT AMENDMENT

DATE: 12/23/2025	PZC NUMBER:	DEVELOPMENT NAME: C1 Yorkville PUD	
PETITIONER INFORMATION			
NAME: John Hatem	COMPANY: C1 Yorkville LLC		
MAILING ADDRESS: 2850 N. Harwood St., Ste. 2200			
CITY, STATE, ZIP: Dallas, TX 75201	TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME 469-289-2037		
EMAIL: jhatem@cyrusone.com	FAX:		
PROPERTY INFORMATION			
NAME OF HOLDER OF LEGAL TITLE: C1 Yorkville LLC			
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN: n/a			
PROPERTY STREET ADDRESS: 2700 Eldamain Road, Yorkville, IL 60560			
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: NEC of Eldamain Road and Faxon Road			
CURRENT ZONING CLASSIFICATION: M-2			
LIST ALL GOVERNMENTAL ENTITIES OR AGENCIES REQUIRED TO RECEIVE NOTICE UNDER ILLINOIS LAW:			
ZONING AND LAND USE OF SURROUNDING PROPERTIES			
NORTH: Kendall County A1			
EAST: United City of Yorkville A-1 / Kendall County A1-SU			
SOUTH: Kendall County A1			
WEST: City of Plano M-2			
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)			
02-18-300-004	02-18-300-001		
02-19-100-004	02-18-300-002		
02-19-100-005	02-18-400-004		
02-18-300-003			



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

APPLICATION FOR AGREEMENT AMENDMENT

PROPERTY INFORMATION

NAME OF AGREEMENT: Planned Unit Development Agreement with C1 Yorkville LLC

DATE OF RECORDING: 7/26/2024

SUMMARIZE THE ITEMS TO BE AMENDED FROM THE EXISTING AGREEMENT:

See attached correspondence.

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", if applicable. N/A

Petitioner must attach a true and correct copy of the existing agreement and title it as "Exhibit C".

Petitioner must attach amendments from the existing agreement and title it as "Exhibit D". N/A



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

APPLICATION FOR AGREEMENT AMENDMENT

ATTORNEY INFORMATION

NAME: **Russell Whitaker** COMPANY: **Rosanova & Whitaker, Ltd.**
 MAILING ADDRESS: **445 Jackson Ave., Suite 200**
 CITY, STATE, ZIP: **Naperville, IL 60540** TELEPHONE: **630-355-4600**
 EMAIL: **russ@rw-attorneys.com** FAX:

ENGINEER INFORMATION

NAME: **Dwight Trostle** COMPANY: **Pinnacle Engineering Group**
 MAILING ADDRESS: **2001 York Road, Suite 100**
 CITY, STATE, ZIP: **Oak Brook, IL 60523** TELEPHONE: **224-802-2723**
 EMAIL: **datrostle@pinnacle-engr.com** FAX:

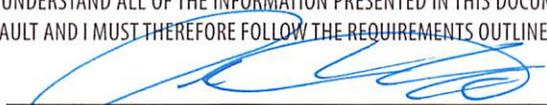
LAND PLANNER/SURVEYOR INFORMATION

NAME: **Dwight Trostle** COMPANY: **Pinnacle Engineering Group**
 MAILING ADDRESS: **2001 York Road, Suite 100**
 CITY, STATE, ZIP: **Oak Brook, IL 60523** TELEPHONE: **224-802-2723**
 EMAIL: **datrostle@pinnacle-engr.com** FAX:

AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.



 PETITIONER SIGNATURE

12/17/2025

 DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

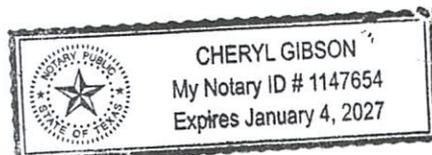


 OWNER SIGNATURE

12/17/2025

 DATE

**THIS APPLICATION MUST BE NOTARIZED
 PLEASE NOTARIZE HERE:**



Cheryl Gibson 12/17/2025



United City of Yorkville
 800 Game Farm Road
 Yorkville, Illinois, 60560
 Telephone: 630-553-4350
 Fax: 630-553-7575
 Website: www.yorkville.il.us

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS:
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PETITIONER DEPOSIT ACCOUNT FUND:

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

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

NAME: John Hatem	COMPANY: C1 Yorkville LLC
MAILING ADDRESS: 2850 N. Harwood St., Ste. 2200	
CITY, STATE, ZIP: Dallas, TX 75201	TELEPHONE: 469-289-2037
EMAIL: jhatem@cyrusone.com	FAX:

FINANCIALLY RESPONSIBLE PARTY:

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

John Hatem

President

PRINT NAME

TITLE

12/17/2025

SIGNATURE*

DATE

**The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)*

INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS

ENGINEERING DEPOSITS:		LEGAL DEPOSITS:	
Up to one (1) acre	\$5,000	Less than two (2) acres	\$1,000
Over one (1) acre, but less than ten (10) acres	\$10,000	Over two (2) acres, but less than ten (10) acres	\$2,500
Over ten (10) acres, but less than forty (40) acres	\$15,000	Over ten (10) acres	\$5,000
Over forty (40) acres, but less than one hundred (100)	\$20,000		
In excess of one hundred (100.00) acres	\$25,000		

EXHIBIT A

PARCEL ONE:

THAT PART OF THE SOUTH 1/2 OF SECTION 18 AND THE NORTHWEST 1/4 OF SECTION 19, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 1030.91 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, 3352.25 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, 844.76 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 26 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 18, 231.91 FEET; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 852.71 FEET; THENCE NORTH 73 DEGREES 28 MINUTES 36 SECONDS WEST, 514.80 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 88 DEGREES 38 MINUTES 24 SECONDS WEST, ALONG SAID SOUTH LINE OF SAID SOUTHWEST 1/4 1816.32 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE SOUTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 1917.41 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST TO A POINT ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION, 3126.88 FEET; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 223.50 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, 886.50 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, TO A POINT ON SAID WEST LINE, 3352.25 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, ALONG SAID WEST LINE, 886.50 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

PARCEL THREE:

THAT PART OF THE WEST 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 00 MINUTES 54 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, 1929.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 01

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

PARCEL FOUR:

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

EXHIBIT C

202400008501

DEBBIE GILLETTE

RECORDER - KENDALL COUNTY, IL

RECORDED: 07/26/2024 10:22 AM

RECORDING FEE 57.00

PAGES: 22

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

ORDINANCE NO. 2024-33

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS APPROVING A PLANNED UNIT DEVELOPMENT
AGREEMENT WITH C1 YORKVILLE, LLC

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 9th day of July, 2024

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on July 10, 2024.

Ordinance No. 2024-33

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING A PLANNED UNIT DEVELOPMENT AGREEMENT WITH C1 YORKVILLE, LLC

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

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

WHEREAS, as part of their proposal, C1 Yorkville submitted an application to the City for a special use planned unit development for the Development Site which the City has found to be complete and consistent with the City’s purpose and intent of the planned unit development regulations and the polices for industrial development in the Eldamain Road corridor; and

WHEREAS, in order to establish the specific development standards, regulations, limitations and conditions regarding the construction of the Project, the City and C1 Yorkville have negotiated a Planned Unit Development Agreement, (the “*PUD Agreement*”) substantially in the form attached hereto, setting forth all development regulations and conditions for the construction and operation of the Project; and

WHEREAS, the City and C1 Yorkville have reviewed the PUD Agreement, as attached, and are prepared to proceed with the Project in accordance with the standards and the requirements for its construction and operation as set forth therein. The City is prepared to approve the PUD Agreement, as hereinafter provided, as it believes that the construction of the Project shall add regional utility improvements and tangible benefits to the City and its residents.

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

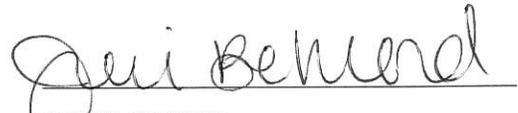
Section 1. All of the Preambles hereinabove set forth are incorporated herein as if restated.

Section 2. Planned Unit Development Agreement By and Between the United City of Yorkville and C1 Yorkville LLC is hereby approved substantially in the form attached hereto and made a part hereof.

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

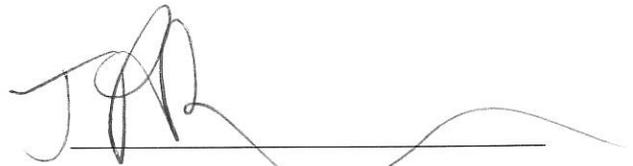
Section 4. This Ordinance shall be in full force and effect after its passage, publication, and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 9th day of July, A.D. 2024.


CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this 12th day of July, A.D. 2024.


MAYOR

Attest:


CITY CLERK

Planned Unit Development
Agreement By and Between The
United City of Yorkville and
C1 Yorkville LLC

This Planned Unit Development Agreement by and between the United City of Yorkville, Kendall County, Illinois and C1 Yorkville, LLC, a limited liability company of the State of Delaware is entered into this 9th day of JULY, 2024.

Article 1. Preambles

1.1 The United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non-home rule municipality pursuant to the 1970 Constitution of the State of Illinois and the laws of the State.

1.2 The Project. C1 Yorkville LLC, a limited liability company of the State of Delaware (the “Developer”) is the contract purchaser of 228.93 acres located at the northeast corner of Eldamain and Faxon Road, identified as parcel numbers 02-18-300-001, -002, -003, and -004; 02-19-100-004 and -005; and 02-18-400-004 (collectively the “Subject Property”) upon which the Developer intends to develop a secured data center campus (the “Project”). The Project is generally depicted on the site plan attached hereto as Exhibit A (the “Site Plan”) and consists of nine buildings, six stormwater basins and an onsite electrical substation to be constructed in phases over a period of up to twenty (20) years.

1.3 Zoning. The Subject Property is zoned M-2 General Manufacturing District. A data center and an electrical substation are permitted “Energy Industrial Uses” in the M-2 District.

1.4 The Planned Unit Development. Under the City’s Unified Development Ordinance (“UDO”), any development encompassing four (4) or more acres shall be approved as a planned unit development. The Developer has submitted an application for a special use planned unit development for the Project (the “Application”). The Application includes thirteen proposed variations which may be allowed under the UDO if (i) such deviations are compatible with surrounding development and, (ii) such deviations are justified through the provision of tangible benefits to the City. The City has reviewed the Application and found it to be complete and consistent with the purpose and intent of the planned unit development regulations. The Project requires the extension of a watermain and sanitary sewer service to the Subject Property thereby benefiting future development within the City and the Project is compatible with the surrounding agricultural use, distribution center and ComEd transfer station.

Article 2. Development Standards

2.0 PUD Approval. The City has reviewed the Developer’s Application and found it to be complete. The Project is consistent with the purpose and intent of the planned unit development regulations; facilitating a unified development that is consistent with the City’s plans and policies for industrial development in the Eldamain Road corridor. The Project includes the construction of regional utility improvements that provide tangible benefits to the City, thereby providing necessary justification for the modifications to standards as required under the UDO. The Project

meets the standards for the approval of a special use, the additional standards of review for a planned unit development, and the standards for approval of variations under the planned unit development. The City hereby approves a special use for a planned unit development with specified variations for the Subject Property as generally depicted on the Site Plan, subject to the terms more specifically herein set forth.

2.1 Energy Industrial Uses. A data center is classified as an “Energy Industrial Use” pursuant to Table 10-3-12(B) of the UDO. Section 10-4-10 of the UDO is reserved for additional regulations applicable to Energy Industrial Uses. The Developer has requested and the City hereby agrees that any future standards adopted to further regulate Energy Industrial Uses shall be waived and not applicable to the Subject Property.

2.2 Terms for Construction. The Developer has advised the City of its intent to construct the Project over a twenty (20) year period and has submitted a preliminary phasing plan to the City, attached hereto as Exhibit B (the “*Phasing Plan*”). The City hereby approves the Phasing Plan. Developer’s reimbursement of the City for construction costs associated with the public utility improvements necessary to facilitate the Development of the Subject Property, which shall occur pursuant to the terms of a separate agreement by and between the Parties, shall satisfy any timing obligation of Developer under the UDO to apply for final plat or plan approvals, to apply for a building permit, or otherwise.

2.3 Building Setbacks. The Developer has requested and the City hereby approves modification of required building setbacks as established by the UDO for the Subject Property. Setbacks shall apply only to the perimeter of the Subject Property with Eldamain Road being deemed the “front yard” and Beecher Road being deemed the “rear yard”. The front yard setback shall be one hundred fifty (150) feet from the existing Eldamain Road right-of-way. The rear yard setback shall be sixty (60) feet from the Beecher Road right-of-way. The side yard setback, measured to the north and south lines of the Subject Property, shall be fifty (50) feet. In anticipation of possible resubdivision of the Subject Property into individual lots, the City agrees to a zero (0) lot line for all structures to be platted within the interior of the Subject Property. Moreover, the City hereby agrees that lots within the PUD shall not be required to abut a public street. The building setbacks established in this paragraph shall apply exclusively to buildings. Fences, signage, drive aisles, parking spaces, and other improvements to the Subject Property are expressly permitted within the defined setbacks.

2.4 Parking Requirements. Pursuant to the City’s UDO, .3 parking spaces are required per 1000 square feet net floor space for industrial developments. The City hereby grants the Developer’s request of .2 parking spaces per 1000 square feet net floor area. Developer may pay a fee-in-lieu of constructing required parking spaces, provided that the total number of parking spaces at build-out is not less than four hundred (400) (inclusive of ADA spaces) and that a minimum of ten (10) parking spaces are equipped with electrical vehicle charging stations. Any fee-in-lieu of parking shall be based on the number of spaces not constructed, shall be consistent with prevailing fees charged by the City, and shall be payable as a condition to the issuance of the building permit for the ninth building.

2.5 Access to the Subject Property. The City Engineer has approved and the City hereby agrees to the Developer’s proposal for two (2) points of access to the Subject Property, one (1)

off of Eldamain and one (1) off of Faxon Road, as generally depicted on the Site Plan. The Project shall be developed with private roads or private drive aisles which may be secured to restrict access into/through the Subject Property. The City hereby waives requirements for vehicular cross access in light of the private roads and secured nature of the campus as depicted on the Site Plan. Where access is gated or otherwise restricted, Developer shall work with emergency service providers to ensure access via a Knox box or such other means as may be agreed upon between the parties.

2.6 Pedestrian Circulation. The City's UDO requires connections between off-street parking, on-site pedestrian circulation systems, and existing and future planned trails. The Project shall incorporate walkways between parking areas and building entrances within the Subject Property. The City hereby waives any requirement with respect to public access or external pedestrian connections in light of the private roads and secured nature of the campus as depicted on the Site Plan.

2.7 Off Street Loading. No more than one (1) loading space shall be required per building.

2.8 Landscaping. The City's UDO establishes standards for landscape improvements for the Project. In light of the secured nature of the campus, the Parties have agreed to emphasize external Transition Zone plantings in lieu of other planting requirements internal to the Subject Property. Along Eldamain, Faxon, and Beecher roadway frontages, the Developer shall install landscape material consistent with the Transition Zone Type D Standards as generally depicted on the Landscape Plan attached hereto as Exhibit C (the "*Landscape Plan*"). The Parties acknowledge and agree that the aforementioned Transition Zone landscape standards are above and beyond the requirements of the UDO and in light of Developer's agreement to install said Transition Zone landscaping, the City hereby waives all other landscape requirements under Section 10-5-3 of the Code.

2.9 Mechanical Screening and Fencing. In light of the setbacks and the landscape screening that Developer has voluntarily incorporated into the Project, the City hereby agrees to waive visual screening requirements pursuant to Section 10-5-4 of the UDO. Notwithstanding the foregoing, the Parties acknowledge and agree that the Project is subject to the requirements of the City's Noise Ordinance, Title 4, Chapter 4 of the City Code. As a condition to the issuance of a Building Permit for each building, the Developer shall submit to the City a sound study to be reviewed by a third-party sound engineer hired by the City. The sound study shall evaluate the proposed mechanical equipment for each building and model sound levels as regulated by the Noise Ordinance. The City shall have no obligation to issue a Building Permit until the applicable sound study identifies necessary and appropriate sound attenuation, if required, necessary to comply with the Noise Ordinance. The Developer shall be required to install sound attenuation as may be required by the sound study to comply with the Noise Ordinance.

2.10 Lots; Street Design. The City hereby waives the requirement in Section 10-7-2 of the UDO that all lots shall front or abut on a public street. The City also waives the street design standards set forth in Section 10-7-3 of the UDO. Said waivers are granted in consideration of the security contemplated for the Project and the restricted nature of access internal to the Subject Property. Due to the restricted nature of access to the Project, the City reserves the right to issue a single site address for the Subject Property off Eldamain Road.

2.11 Appearance Standards. The Developer has submitted prototype building elevations for the Project, a copy of which is attached hereto as Exhibit D (the “*Building Elevations*”). The Building Elevations are representative of architectural design and building materials to be utilized for the Project but are not intended to be an exact depiction of any building that may be constructed as part of the Project. The Developer shall provide updated elevations with any application for final plat or at such time as Developer submits for a Building Permit, as may be applicable. The City shall approve updated elevations which are consistent with the quality and character of the Building Elevations. The City hereby waives the requirements of Section 10-5-8-c-4b.(2) of the UDO requiring recesses, projections, windows, and other ornamental/architectural features due to the setbacks of the buildings from the abutting roads and the Developer’s obligations for the landscaping as provided in Section 3.2.

2.12 Signage. The Developer shall install a monument sign on Eldamain Road at the entrance to the Project. The Developer may install a monument sign on Faxon Road at the entrance to the Project. The monument signs shall comply with the requirements of Section 10-6 of the UDO. Developer may install wall signs as permitted under Section 10-6 of the UDO.

2.13 Lighting. The Developer agrees to submit to the City for its approval a photometric plan along with manufacturer’s cut sheets of the proposed lighting standards to be installed within the parking area of the Subject Property. The photometric plan shall be provided with any application for final plat or at such time as Developer submits for a Building Permit, as may be applicable. The Project shall be required to comply with applicable outdoor lighting standards pursuant to Section 10-5-7 of the UDO.

Article 3. Developer Obligations

3.1 Permits. The Developer covenants and agrees to obtain all required permits for the development of the Project and to construct all improvements in accordance with applicable City ordinances and all permits as issued. The Developer further agrees to obtain all approvals and permits from any other governmental units or agencies as may be required in connection with the construction and operation of the Project.

3.2 Engineering and Roadway Reconstruction. Under the UDO the Developer is responsible for rebuilding Faxon Road (“Faxon Road Improvements”) and Beecher Road (“Beecher Road Improvements”) across the frontage of the Subject Property (collectively the “Road Improvements”). The Road Improvements shall be constructed pursuant to the cross section attached hereto as Exhibit E. A preliminary cost estimate for the Road Improvements is attached hereto as Exhibit F. In lieu of Developer completing the design and physical construction of said Road Improvements, the City has agreed to design and construct the Road Improvements subject to Developer’s payment of the costs incurred by the City.

The City shall complete construction of the Road Improvements, less the surface course, by August 31, 2025. Upon execution of the contract for the engineering design of the Roadway Improvements the City shall send notice of same along with a copy of the design contract to Developer. Developer shall pay to the City the cost of the engineering design for the Road Improvements within thirty (30) days of receipt of the contract therefor. The City agrees to use

best efforts to design the Road Improvements to minimize disturbance of existing utilities (i.e. ComEd poles on Beecher Road) and without requirement for additional right-of-way acquisition. Should the City incur costs associated with the acquisition of right-of-way or should the City incur costs with respect to relocation of existing utilities, the Developer shall be responsible for fifty percent (50%) of said costs. The City shall provide Developer a courtesy copy of 30% design drawings for the Road Improvements and of the 90% design drawings along with an updated estimate of construction costs for each.

When the City finalizes the contract for construction of the Road Improvements the City shall provide Developer a copy of the final construction contract and an invoice for Developer's share of the anticipated cost to construct the Road Improvements. The invoice shall reflect the contracted cost for construction of the Road Improvements less: i) sums contributed by a third party toward construction of improvements to the same section of roadway; and ii) any costs for which Developer is not responsible (the product of which calculation is the "Developer's Road Cost"). The Developer's Road Cost shall be multiplied by 115% (cost of right-of-way acquisition shall be excluded from the 15% contingency calculation) to account for contingencies (the "Pre-Construction Estimate"). Developer shall pay the Pre-construction Estimate to the City within 30 days of the receipt of the invoice therefore.

The City's construction of the Road Improvements shall be "Substantially Complete" upon installation of the binder course. Upon Substantial Completion, the City shall provide Developer an accounting of final costs associated with its construction of the Road Improvements (the "Final Accounting"). The Final Accounting shall include 115% of the cost to be incurred for the installation of the final surface course. If the Final Accounting, including the 115% for the cost for the final surface course, shows that the Pre-Construction Estimate paid by Developer was greater than the actual costs incurred by the City for the Developer was responsible, then the City shall reimburse Developer the difference. If the Final Accounting shows that the Pre-Construction Estimate paid by Developer was less than the actual costs incurred by the City for which Developer was responsible, then the City shall issue a final invoice reflecting the balance due from Developer and Developer shall remit payment therefore within thirty days.

(c) Eldamain Road. Eldamain Road is under the jurisdiction of Kendall County. Developer shall secure a permit from Kendall County for the construction of necessary road improvements at the intersection of Eldamain Road and the primary entrance to the Subject Property. Said road improvements to be permitted by Kendall County shall be constructed pursuant to the schedule required by Kendall County. The City anticipates that the County will required a traffic impact study to permit the access off Eldamain. In the event that a traffic impact study is required, Developer shall provide the City a courtesy copy of the study and any revisions to the study.

3.3 Dedications. The City acknowledges that it has already secured necessary and appropriate right-of-way dedications associated with the development of the Subject Property. The City agrees that it shall not require any additional right-of-way dedications associated with the development of the Subject Property. The City makes no representation with respect to any right-of-way dedication that may be required by Kendall County associated with the improvement of Eldamain Road.

3.4 Maintain Improvements in Good and Clean Condition. The Developer shall maintain the Subject Property in reasonably good and clean condition at all times during the development by the Developer, which shall include promptly removing all mud, dirt, and debris that is deposited on any street, sidewalk, or other public property in or adjacent to the Subject Property by the Developer or any agent of or contractor hired by, or on behalf of the Developer and repair any damage to any public property that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, the Developer.

3.5 No Liability for City Review. Developer acknowledges and agrees that (i) the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development of the Project or use of any portion of the Subject Property or the improvements and (ii) the City's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.

3.6 Hold Harmless and Indemnification. Developer shall hold harmless the City, and all of its elected, appointed officials, and employees (collectively the "City Parties") from any and all third-party claims that may asserted against the City Parties in connection with (i) the City's review and approval of any plans or improvements or (ii) the City's issuance of any approval, permit or certificate.

Article 4. City Obligations

4.1 Challenges. In the event of any challenge to the City's annexation or zoning of the Subject Property, the City agrees that, in cooperation with the Developer, the City shall undertake such process as is necessary and appropriate to correct any deficiency associated with the annexation or zoning of the Subject Property. In such event, the City agrees that the Parties shall not be required to await adjudication of any such challenge, but that the Parties should proactively undertake such process as is necessary to reapprove the annexation and zoning on terms consistent with the approvals set forth herein.

4.2 City Assistance. The City agrees to cooperate and provide any reasonable assistance requested by Developer in applying for and obtaining any and all approvals or permits necessary for the development of the Subject Property as long as the Developer reimburses whatever costs and expenses the City incurs in providing assistance. The City will cooperate with Developer's specified vendors to assert applicable tax exemptions relating to purchase of materials to be incorporated into the public improvements, consistent with the Illinois Department of Revenue Regulations, the Retailers' Occupation Tax and with all requirements of law (including providing the City's form tax exempt letter as may be required).

4.3 UDO Freeze. For the term of this Agreement no amendment to the UDO which imposes more stringent requirements on the development or use of the Subject Property shall be applicable to the Subject Property. Upon the expiration of this Agreement pursuant to terms set forth in this Agreement, the Subject Property shall be governed by the underlying M-2 zoning as

modified by the approved planned unit development and shall be subject to the prevailing terms of the City's Code.

4.4 Equal Treatment. The City acknowledges that Developer is making a substantial up-front investment in the Subject Property in consideration of the rights herein granted to construct multiple buildings on the Subject Property over a twenty (20) year period. While the City will not freeze permit fees or building codes applicable to the Subject Property, the City hereby agrees not to impose new fees, requirements, or code provisions which would uniquely burden (i.e. not generally applicable to other commercial users) Developer's intended development, use, and operation of the Subject Property or the development, use and operation of data centers in general.

4.5 Certificate of Occupancy. The City shall issue a certificate of occupancy for each building constructed on the Subject Property when the building is fully capable of being served by sanitary sewers, storm sewers, water main, public/private roads, natural gas (as may be applicable), and electric utilities, and is otherwise in conformance with City Codes and other applicable state laws, and all applicable fees have been paid. The City agrees to issue temporary or conditional occupancy permits in the event that weather conditions prohibit the installation of certain subdivision improvements such as sidewalks, private drive aisles, and required landscaping.

Article 5. Term

The term of this Planned Unit Development Agreement commences and will be in full force and effect upon its execution by the parties and terminate on the first to occur: (i) development of all acreage of the Subject Property per Site Plan; or, (ii) the twentieth anniversary of the issuance by the City of the first Building Permit for the Subject Property.

Article 6. Notices

Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, returned receipt requested, at the address set forth below, or (c) by email transmission, when transmitted to email address set forth below, when actually received provided that any email transmission shall be accompanied by a delivery of a written notice via first class mail to the addresses below.

Notices and communications to Developer shall be addressed to, and delivered at, the following addresses:

With a copy to:

C1 Yorkville, LLC
2820 N. Harwood Street, Suite 2200

Russell G. Whitaker III
Rosanova and Whitaker, Ltd.

Dallas, Texas 75201
Attn: Legal Department

445 Jackson Ave., Suite 200
Naperville, Illinois 60540

C1 Yorkville, LLC
Attn: Legal Department
2820 N. Harwood Street, Suite 2200
Dallas, Texas 75201

Notices and communications to the City shall be addressed to and delivered at these addresses:

With a copy to:

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

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Ste. 350
Naperville, Illinois 60563
Attn: Attorney Kathleen Field Orr

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to such party, but no notice of a change of address or addressee shall be effective until actually received.

Article 7. Mutual Understandings

7.0 Violations. In the event of a material breach of this Agreement, the Parties agree that the defaulting Party shall have thirty (30) days after notice of said breach to correct the same or diligently commence to cure said breach prior to the non-breaching Party's seeking of any remedy provided for herein. However, any breach by Developer reasonably determined by the City to involve health or safety issues may be the subject of immediate action by the City without notice of thirty (30) day delay. The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

7.1 Amendments. This Agreement and the zoning applicable to the Subject Property may not be amended without the mutual consent of the Parties. Any amendment to the terms, covenants and agreements as set forth in this Planned Unit Development Agreement shall be in accordance with the provisions of Section 10-8-8G of the UDO which provides as follows:

G. Amendments to Approved Planned Unit Development.

1. **Determination of Level of Change.** Upon receiving a Planned Unit Development Amendment application, the Zoning Administrator shall determine whether the amendment is a major amendment, or a minor amendment based on the criteria detailed in Section 10-8-8(G)(2) below.

2. **Major Amendment.** A major amendment is any proposed change to an approved Planned Unit Development that results in one or more of the following changes:
 - a. More than a ten percent (10%) increase in the square footage of the buildings;
 - b. Any structure greater than 100' in height;
 - c. Except as other set forth above, any deviation from the site data standards set forth on the Site Plan.
 - d. Any deviation from applicable provisions of the UDO;
3. **Minor Amendment.** A minor amendment is any proposed change to an approved Planned Unit Development that is consistent with the standards and conditions upon which the Planned Unit Development was approved, which does not alter the concept or intent of the Planned Unit Development and is not considered a major amendment as detailed in Section 10-8-8(G)(2).

4. **Approval Processes.**

a. **Major Amendment.** A major amendment to an approved Planned Unit Development shall follow the procedure set in Section 10-8-8(F) of the UDO.

b. **Minor Amendment.**

(i) **Zoning Administrator Review.** The minor amendment shall be reviewed and approved by the Zoning Administrator.

7.2. Governing Law. This Planned Unit Development Agreement and the terms, provisions, and conditions herein shall be governed by and construed and enforced in accordance with the laws of the State of Illinois and if enforced by judicial proceedings, the parties agree that such proceedings shall be conducted in the Circuit Court of Kendall County, Illinois.

7.3 Counterparts. This Agreement is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

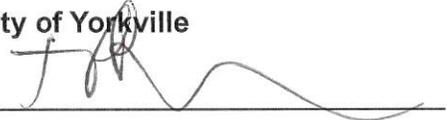
7.4 Force Majeure. In the event the performance of any covenant to be performed hereunder by a Party is delayed for causes which are beyond the reasonable control of the Party responsible for such performance (which causes shall include, but not be limited to, acts of God; inclement weather conditions; global pandemic; strikes; material shortages; lockouts; the revocation, suspension, or inability to secure any necessary governmental permit, other than a City license

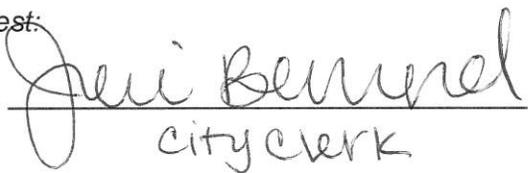
or permit; and any similar case), the time for such performance shall be extended by the amount of time of such delay.

7.5 Successor and Assigns. This Agreement shall inure to the benefit of, and be valid and binding upon, the Parties and their successors and assigns for the term of the Agreement. It is understood and agreed by the Parties hereto that in the event any part of the Subject Property is sold or conveyed at any time during the term of this Agreement, all unaccrued obligations and responsibilities of the prior title holder to said part of the Subject Property conveyed shall be released and be assumed by such purchaser of the part of the Subject Property conveyed, and the prior title holder shall be fully released from all unaccrued obligations which relate thereto. Notwithstanding the foregoing, the City shall not be required to release any Surety until the successor owner has posted replacement Surety for the improvement obligations being assumed by said successor owner, which Surety shall be in a form and amount acceptable to the City. In the event that part of the Subject Property is to be conveyed, the respective owners may enter into an agreement parsing respective obligations under this Agreement between the respective owners and the City shall not unreasonably withhold its consent to any such agreement.

7.6 Severability. Should any provision of this Agreement or application thereof to any party or circumstance be held invalid, and such invalidity does not affect other provisions or applications of this Agreement which can be given effect without the invalid application or provision, then all remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

United City of Yorkville
By: 
Mayor

Attest:
By: 
city clerk

Date: July 12, 2024

C1 Yorkville, LLC
By: 

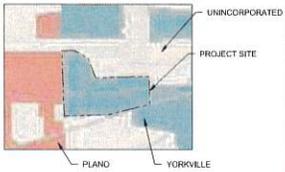
Date: July 24, 2024

EXHIBIT LIST

Exhibit A-	Site Plan
Exhibit B-	Phasing Plan
Exhibit C-	Landscape Plan
Exhibit D-	Building Elevations
Exhibit E-	Roadway Cross Section
Exhibit F-	Road Improvement Cost Estimate

Exhibit A

MUNICIPAL BOUNDARIES



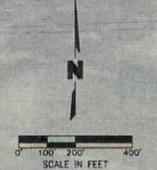
SITE DATA	
TOTAL SITE AREA	9,956,767.27 SF (228.57 AC +/-)
MAX BUILDING HEIGHT	N/A
SETBACKS*	
FRONT (WEST) REQUIRED	25'-0"
FRONT (WEST) PROVIDED	150'-0"
REAR (EAST) REQUIRED	0'-0"
REAR (EAST) PROVIDED	80'-0"
SIDE (N + S) REQUIRED	20'-0"
SIDE (N + S) PROVIDED	50'-0"
TRANSITIONAL SIDE	N/A
*SETBACKS APPLY ONLY TO THE PERIMETER OF THE PROPERTY. IN THE EVENT THAT THE PROPERTY IS REGROWDED, THERE SHALL BE NO SETBACKS APPLICABLE TO INTERNAL LOT LINES.	
PARKING	
DATA CENTER PARKING RATIO	0.2 SPACES PER 1,000 SF
REQUIRED PARKING (# SPACES)	400
PROVIDED PARKING (# SPACES)	432
ACCESSIBLE PARKING REQUIRED (# SPACES)	9
ACCESSIBLE PARKING PROVIDED (# SPACES)	27
COVERAGE	
MINIMUM LOT SIZE	N/A
MAXIMUM BUILDING COVERAGE	85%
PROVIDED BUILDING COVERAGE	12.3%
MAXIMUM SITE COVERAGE	85%
PROVIDED SITE COVERAGE	35.6%
MAXIMUM MAX FAR	85%
PROVIDED SITE COVERAGE	24.6%

BUILDING AREAS			
BUILDING #	SIZE	HEIGHT (TOP OF BUILDING)	HEIGHT (TOP OF EQUIPMENT)
BUILDING 1	287,400 SF	55'-0"	70'-0"
BUILDING 2	287,400 SF	55'-0"	70'-0"
BUILDING 3	287,400 SF	55'-0"	70'-0"
BUILDING 4	287,400 SF	55'-0"	70'-0"
BUILDING 5	287,400 SF	55'-0"	70'-0"
BUILDING 6	287,400 SF	55'-0"	70'-0"
BUILDING 7	287,400 SF	55'-0"	70'-0"
BUILDING 8	287,400 SF	55'-0"	70'-0"
BUILDING 9	152,000 SF	55'-0"	70'-0"
TOTAL	2,451,200 SF	N/A	N/A

Phase	Building#	Stormwater Pond	Sanitary/Sewer	Accidental Release
1	4	Pond 3 & 5	Primary Accum. Res. Tank	Primary Accum. Res. Tank
2	3	Pond 2	Building Perimeter Res. Tank	Building Perimeter Res. Tank
3	3	Pond 1 & 4	Building Perimeter Res. Tank	Building Perimeter Res. Tank
4	1	Pond 1 & 2	Building Perimeter Res. Tank	Building Perimeter Res. Tank
5	5	Pond 5	Building Perimeter Res. Tank	Building Perimeter Res. Tank
6	6	Pond 6	Building Perimeter Res. Tank	Building Perimeter Res. Tank
7	7	Pond 6	Building Perimeter Res. Tank	Building Perimeter Res. Tank
8	8	Pond 6	Building Perimeter Res. Tank	Building Perimeter Res. Tank
9	9	Pond 6	Building Perimeter Res. Tank	Building Perimeter Res. Tank



- Project Area
- Current Colo Build
- Equipment Yard
- Stormwater Pond
- Wetlands
- Security Fence



CYRUS ONE - YORKVILLE, ILLINOIS - PRELIMINARY PUD PLAN

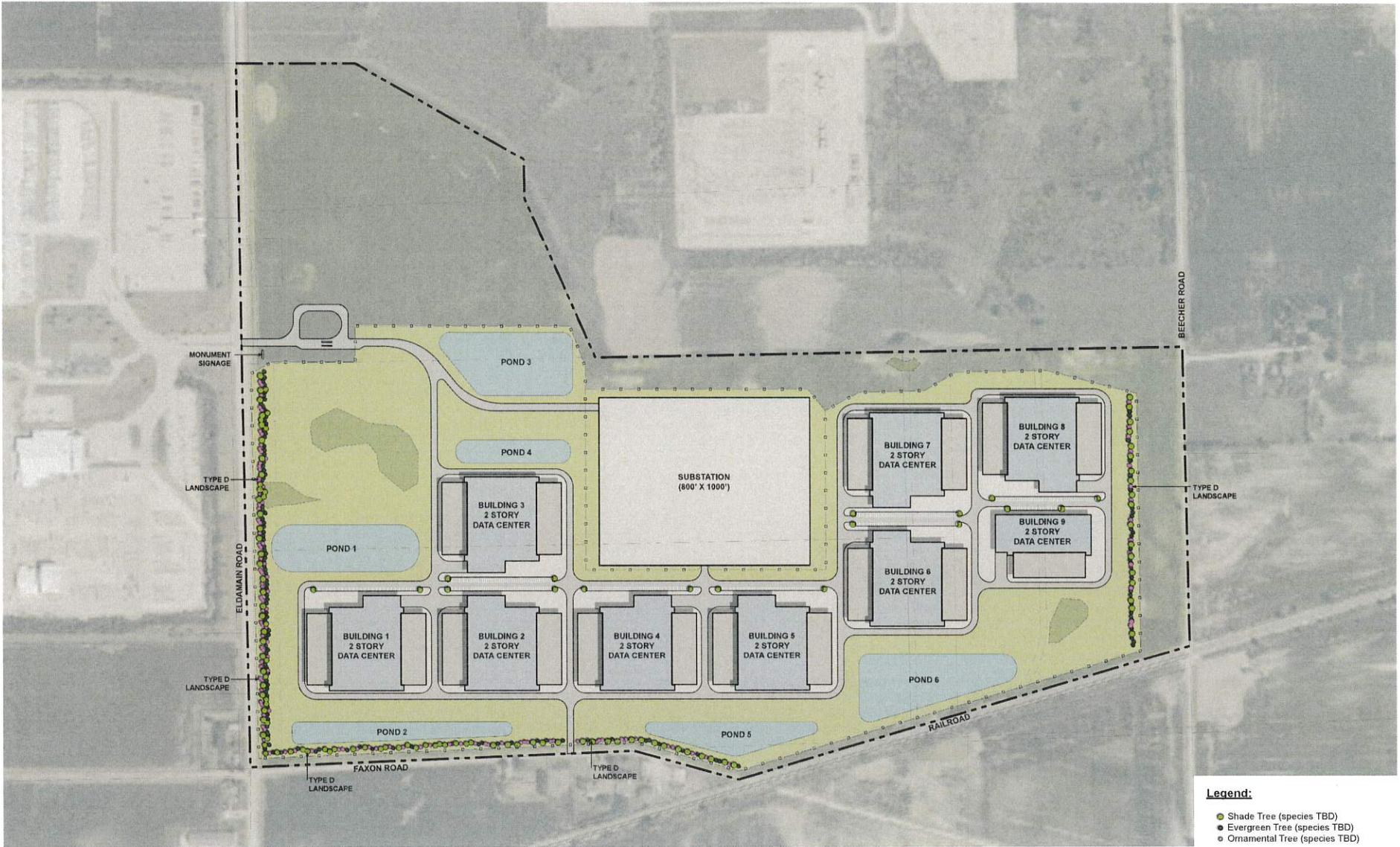
SCALE: 1" = 200' AT FULL SIZE (24x36)
 DATE: May 21, 2024



Exhibit B

Phasing Plan			
Phase	Building #	Stormwater Pond Serving Phase	Ancillary Infrastructure
1	4	Pond 3 & 5	Primary Access Road, Fire Access Road, Building Perimeter Road, On-Site Parking, Substation and Perimeter Fencing.
2	2	Pond 2	Building Perimeter Road and On-Site Parking.
3	3	Pond 1 & 4	Building Perimeter Road and On-Site Parking.
4	1	Pond 1 & 2	Building Perimeter Road and On-Site Parking.
5	5	Pond 5	Building Perimeter Road and On-Site Parking.
6	6	Pond 6	Building Perimeter Road and On-Site Parking.
7	7	Pond 6	Building Perimeter Road and On-Site Parking.
8	8	Pond 6	Building Perimeter Road and On-Site Parking.
9	9	Pond 6	Building Perimeter Road and On-Site Parking.

Note: Sequence and phasing may be revised or combined to optimize construction logistics or based on customer demand and power availability.



CYRUS ONE PRELIMINARY PLAN

Yorkville, Illinois

06-06-2024 / 023-06943

Exhibit C

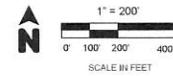
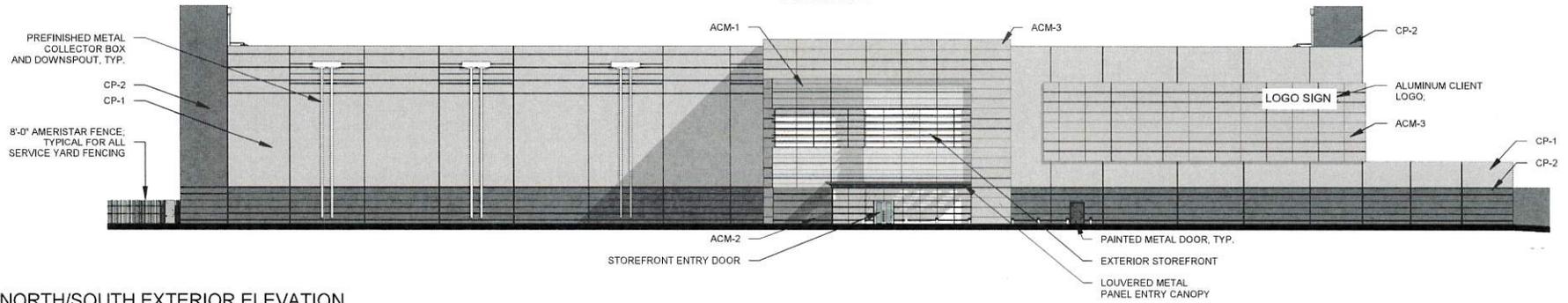
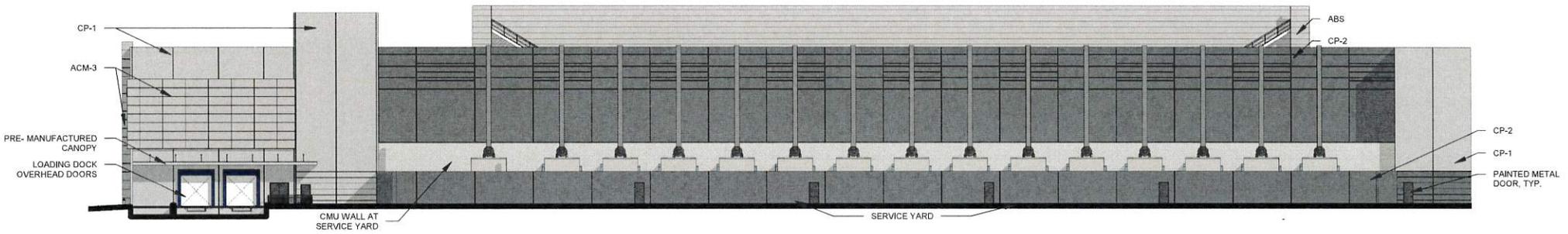


Exhibit D



2 NORTH/SOUTH EXTERIOR ELEVATION

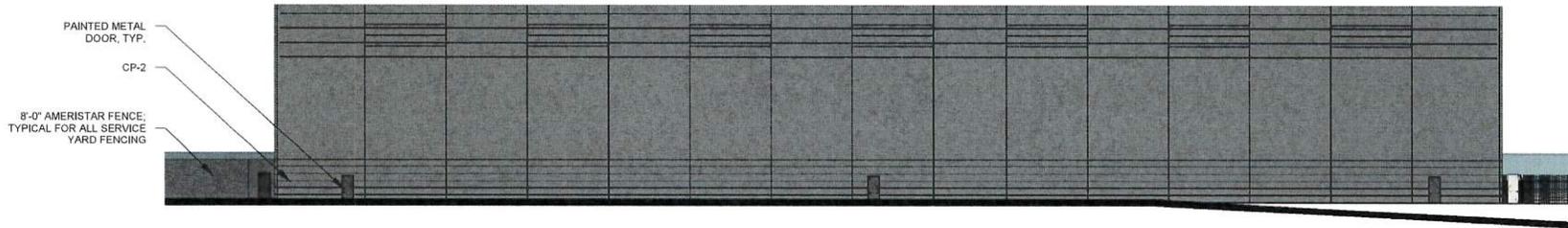


1 EAST/WEST EXTERIOR ELEVATION

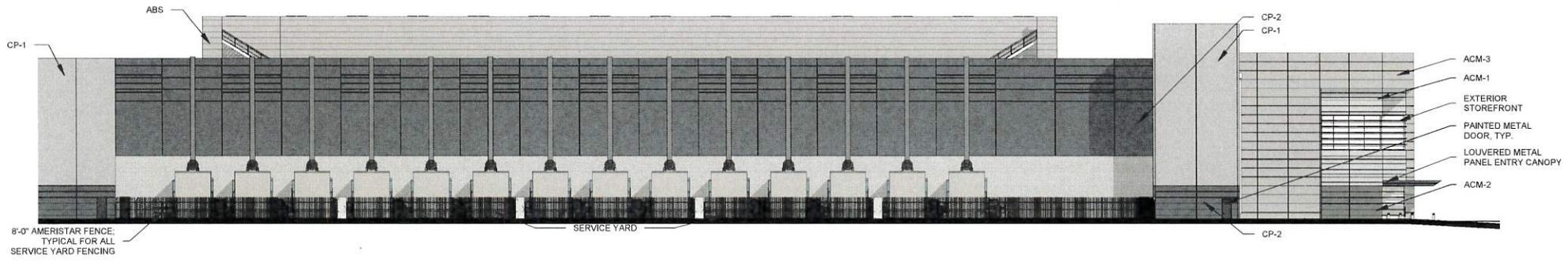
- CP-1 | TILT-UP CONCRETE PANEL
PAINTED
SHERWIN WILLIAMS SW 7075 WEB GRAY
ELASTOMERIC COATED
- CP-2 | TILT-UP CONCRETE PANEL
PAINTED
BENJAMIN MOORE 2121-40 SILVER HALF DOLLAR
ELASTOMERIC COATED
- ACM-1 | ALPOLIC COMPOSITE METAL PANEL
MITSUBISHI CHEMICAL COMPOSITES
MICA MNC CLEAR
- ACM-2 | ALPOLIC COMPOSITE METAL PANEL
MITSUBISHI CHEMICAL COMPOSITES
MZG MICA GREY
- ACM-3 | ALPOLIC COMPOSITE METAL PANEL
MITSUBISHI CHEMICAL COMPOSITES
PEX PEWTER METALLIC
- ABS | ACOUSTIC BARRIER SCREEN WALL

EXTERIOR ELEVATIONS

-1/32" = 1'-0" -



2 NORTH/SOUTH EXTERIOR ELEVATION



1 EAST/WEST EXTERIOR ELEVATION

- 

CP-1 | TILT-UP CONCRETE PANEL
PAINTED
SHERWIN WILLIAMS SW 7075 WEB GRAY
ELASTOMERIC COATED
- 

CP-2 | TILT-UP CONCRETE PANEL
PAINTED
BENJAMIN MOORE 2121-40 SILVER HALF DOLLAR
ELASTOMERIC COATED
- 

ACM-1 | ALPOLIC COMPOSITE METAL PANEL
MITSUBISHI CHEMICAL COMPOSITES
MICA MNC CLEAR
- 

ACM-2 | ALPOLIC COMPOSITE METAL PANEL
MITSUBISHI CHEMICAL COMPOSITES
MZG MICA GREY
- 

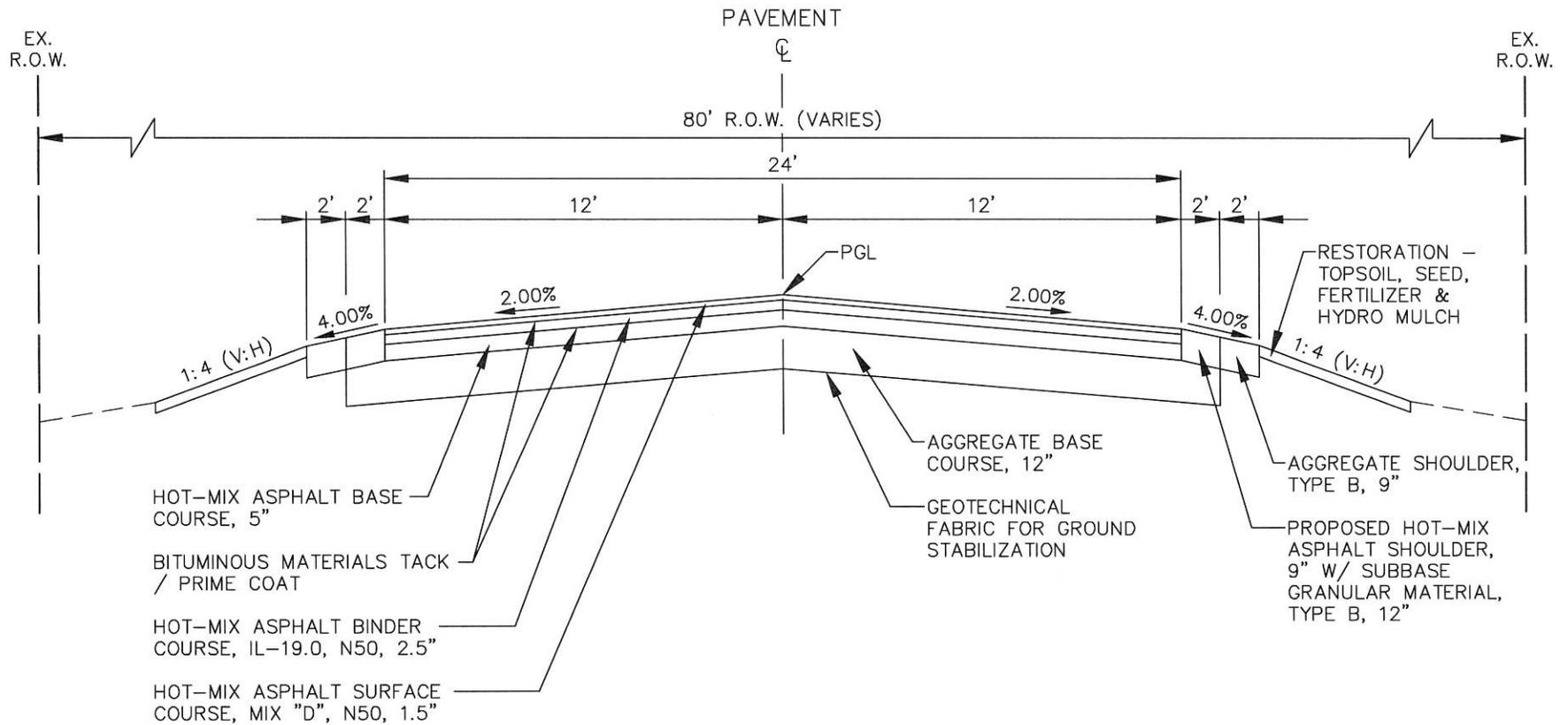
ACM-3 | ALPOLIC COMPOSITE METAL PANEL
MITSUBISHI CHEMICAL COMPOSITES
PEX PEWTER METALLIC
- 

ABS | ACOUSTIC BARRIER SCREEN WALL

EXTERIOR ELEVATIONS

-1/32" = 1'-0" -

PROPOSED FAXON ROAD AND BEECHER ROAD PAVEMENT SECTION



Plotted: May 23, 2024 @ 3:47 PM By: Kris Pung - Tab: Proposed Section

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

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<h3>CROSS SECTION</h3>		
<p>Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove, Illinois 60554 630.466.6700 - www.eeiweb.com</p>	SCALE: NTS	DRAWN BY: KKP
	DATE: 05/23/24	REVISED:

Path: H: \SDSKPROJ\YO_YORKVILLE\2024\Y02426\DWG EXHIBIT\Y02426-TYPSECTIONS

PRELIMINARY COST ESTIMATE



JOB NO:	YO2426-DR
DESIGNED:	JHS/CJO
DATE:	July 1, 2024
PROJECT TITLE:	Faxon Road Reconstruction

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	175	\$ 25.00	\$ 4,375.00
2	EARTH EXCAVATION	CY	5,440	\$ 40.00	\$ 217,600.00
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	7,510	\$ 3.00	\$ 22,530.00
4	AGGREGATE BASE COURSE, 12"	SY	7,510	\$ 22.00	\$ 165,220.00
5	HOT-MIX ASPHALT BASE COURSE, 5"	SY	6,215	\$ 30.00	\$ 186,450.00
6	BITUMINOUS MATERIALS (PRIME/TACK COAT)	LB	5,595	\$ 0.20	\$ 1,119.00
7	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	985	\$ 90.00	\$ 88,650.00
8	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	540	\$ 100.00	\$ 54,000.00
9	AGGREGATE SHOULDERS, TYPE B, 9"	SY	1,035	\$ 20.00	\$ 20,700.00
10	HOT-MIX ASPHALT SHOULDERS, 9"	SY	1,035	\$ 60.00	\$ 62,100.00
11	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	9,300	\$ 1.00	\$ 9,300.00
12	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	12	\$ 8.00	\$ 96.00
13	PIPE CULVERT REMOVAL	FOOT	180	\$ 40.00	\$ 7,200.00
14	PIPE CULVERTS, CLASS C, TYPE 1, 12"	FOOT	180	\$ 100.00	\$ 18,000.00
15	AGGREGATE SUBGRADE IMPROVEMENT	CY	605	\$ 40.00	\$ 24,200.00
16	RESTORATION	SY	6,215	\$ 15.00	\$ 93,225.00
17	GRADING AND SHAPING DITCHES	FOOT	4,660	\$ 10.00	\$ 46,600.00
18	GUARDRAIL REMOVAL AND REPLACEMENT	FOOT	45	\$ 110.00	\$ 4,950.00
19	SIGN PANEL ASSEMBLY REMOVAL AND REPLACEMENT	EACH	3	\$ 400.00	\$ 1,200.00
20	RELOCATE EXISTING MAILBOX	EACH	2	\$ 750.00	\$ 1,500.00
21	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 30,000.00	\$ 30,000.00
22	MOBILIZATION	L SUM	1	\$ 75,000.00	\$ 75,000.00
23	ELDAMAIN ROAD INTERSECTION IMPROVEMENTS	L SUM	1	\$ 300,000.00	\$ 300,000.00

SUBTOTAL	\$	1,434,015.00
CONTINGENCY (20%)	\$	287,000.00
TOTAL	\$	1,721,015.00
DESIGN ENGINEERING	\$	172,000.00
CONSTRUCTION ENGINEERING	\$	172,000.00
ROW ACQUISITION	\$	100,000.00
TOTAL PRELIMINARY COST ESTIMATE	\$	2,165,015.00

Notes:

24' Edge to Edge Pavement, Plus 4' Shoulders (2' Asphalt, 2' Stone)

Grading and Shaping Ditches Accounts for Full Length of Project

Earth Excavation Accounts for Removal of Pavement, Stone, Base, Clay, Etc. to a Depth of 21"

Earth Excavation Includes Removal of Unsuitable Material for Potential Undercuts

Any Fill Material Necessary is Included in the Cost of Earth Excavation



PRELIMINARY COST ESTIMATE



JOB NO:	YO2426-DR
DESIGNED:	JHS/CJO
DATE:	July 1, 2024
PROJECT TITLE:	Beecher Road Reconstruction

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	110	\$ 25.00	\$ 2,750.00
2	EARTH EXCAVATION	CY	3,420	\$ 40.00	\$ 136,800.00
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	4,725	\$ 3.00	\$ 14,175.00
4	AGGREGATE BASE COURSE, 12"	SY	4,725	\$ 22.00	\$ 103,950.00
5	HOT-MIX ASPHALT BASE COURSE, 5"	SY	3,910	\$ 30.00	\$ 117,300.00
6	BITUMINOUS MATERIALS (PRIME/TACK COAT)	LB	3,520	\$ 0.20	\$ 704.00
7	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	565	\$ 90.00	\$ 50,850.00
8	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	340	\$ 100.00	\$ 34,000.00
9	AGGREGATE SHOULDERS, TYPE B, 9"	SY	655	\$ 20.00	\$ 13,100.00
10	HOT-MIX ASPHALT SHOULDERS, 9"	SY	655	\$ 60.00	\$ 39,300.00
11	THERMOPLASTIC PAVEMENT MARKING - LETTERS & SYMBOLS	SF	125	\$ 4.00	\$ 500.00
12	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	5,860	\$ 1.00	\$ 5,860.00
13	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	48	\$ 8.00	\$ 384.00
14	PIPE CULVERT REMOVAL	FOOT	50	\$ 40.00	\$ 2,000.00
15	PIPE CULVERTS, CLASS C, TYPE 1, 12"	FOOT	50	\$ 100.00	\$ 5,000.00
16	AGGREGATE SUBGRADE IMPROVEMENT	CY	380	\$ 40.00	\$ 15,200.00
17	RESTORATION	SY	3,910	\$ 15.00	\$ 58,650.00
18	GRADING AND SHAPING DITCHES	FOOT	2,930	\$ 10.00	\$ 29,300.00
19	SIGN PANEL ASSEMBLY REMOVAL AND REPLACEMENT	EACH	6	\$ 400.00	\$ 2,400.00
20	RELOCATE EXISTING MAILBOX	EACH	1	\$ 750.00	\$ 750.00
21	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 20,000.00	\$ 20,000.00
22	MOBILIZATION	L SUM	1	\$ 40,000.00	\$ 40,000.00

SUBTOTAL	\$	692,973.00
CONTINGENCY (20%)	\$	139,000.00
TOTAL	\$	831,973.00
DESIGN ENGINEERING	\$	83,000.00
CONSTRUCTION ENGINEERING	\$	83,000.00
ROW ACQUISITION	\$	50,000.00
TOTAL PRELIMINARY COST ESTIMATE	\$	1,047,973.00

Notes:

24' Edge to Edge Pavement, Plus 4' Shoulders (2' Asphalt, 2' Stone)

Grading and Shaping Ditches Accounts for Full Length of Project

Earth Excavation Accounts for Removal of Pavement, Stone, Base, Clay, Etc. to a Depth of 21"

Earth Excavation Includes Removal of Unsuitable Material for Potential Undercuts

Any Fill Material Necessary is Included in the Cost of Earth Excavation





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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2026-05

Agenda Item Summary Memo

Title: Rally Homes, LLC Easements

Meeting and Date: City Council – February 10, 2026

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: February 5, 2026
Subject: Acquisition of an easement from Rally Homes for the Lake Michigan Water Supply Project

Summary

Consideration of an ordinance authorizing the acquisition of a permanent easement and temporary easement from Rally Homes for the City's Lake Michigan water supply project.

Background

The City is responsible for acquiring several easements along Route 126 generally between the intersection at Mill St and the intersection at Route 71. Staff has come to terms with Rally Homes for one permanent easement and one temporary easement for the Lake Michigan water project. The permanent easement is for 0.04 acres (1,642 square feet) and the temporary easement is for 0.06 acres (2,464 square feet) at a cost of \$5,000 plus closing costs. These properties must be acquired under federal land acquisition procedures to maintain WIFIA loan eligibility for the related expenses.

Recommendation

Staff recommends approval of an ordinance authorizing the acquisition of a permanent easement from Rally Homes for the City's Lake Michigan water supply project.

Ordinance No. 2026-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS AUTHORIZING THE ACQUISITION OF EASEMENTS FOR
THE CONSTRUCTION OF IMPROVEMENTS TO THE CITY’S WATER SYSTEM
(Rally Homes, LLC)**

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

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

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

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

WHEREAS, in order to proceed, it is necessary to acquire a temporary construction easement and permanent easement for the construction of the Water Main Project and the Water Source Project all as hereinafter provided.

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

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

Section 2. The following easements, as attached hereto, are to be conveyed to the City and are hereby approved and accepted:

- A. Temporary Construction Easement from Rally Homes, LLC, an Illinois limited liability company, dated January 19, 2026, and located on the parcel identified by PIN No. 05-04-201-007, for the purpose of construction of a watermain and appurtenance thereto; and

B. Permanent Construction Easement from Rally Homes, LLC, an Illinois limited liability company, dated January 19, 2026, and located on the parcel identified by PIN No. 05-04-201-007, for the installation, maintenance, repair, replacement, and servicing of all water lines and supply systems, valves, boxes and hydrants and all attendant facilities and/or appurtenances thereto.

Section 3. The City Council hereby authorizes a single payment to Rally Homes, LLC of \$5,000.00 for the above acquisitions as necessary for the construction of the Water Main Project and the Water Source Project.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2026.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2026.

MAYOR

Attest:

CITY CLERK

Owner Rally Homes, LLC,
a limited liability company
Address 641 East Schoolhouse Road,
Yorkville, Illinois
Route Lake Michigan Water System
Improvements
County Kendall
Parcel No. 0014TE
P.I.N. No. 05-04-201-007

TEMPORARY CONSTRUCTION EASEMENT

Rally Homes, LLC, a limited liability company, a limited liability company organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois (the "*Grantor*"), for and in consideration of One Dollar (\$1), receipt of which is hereby acknowledged, hereby grants, sells and conveys to the United City of Yorkville, Kendall County, Illinois, its successors and assignees (Grantee), a temporary construction easement for the purpose of construction of a watermain and appurtenances thereto, on, over, and through the real estate legally described on Exhibit A attached hereto (the "*Premises*").

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

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

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

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

Dated this 19 day of January, ~~2025~~ ²⁰²⁶

Rally Homes, LLC,
a limited liability company

Company Name

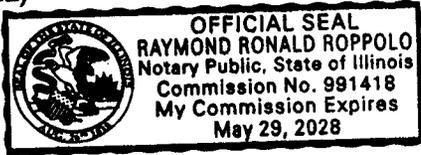
By: Anthony Montalbano
Signature

Anthony Montalbano, Manager
Print Name and Title

State of Illinois)
County of Kendall) ss

This instrument was acknowledged before me on January 19th ~~2025~~ ²⁰²⁶, by Anthony Montalbano, as Manager of Rally Homes, LLC, a limited liability company.

(SEAL)



Ray Roppolo
Notary Public

My Commission Expires: May 29 2028

This instrument was prepared by:

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

Grantee's Address:

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

Return To:
Wheatland Title Company
105 W. Veterans Parkway, Yorkville, IL 60560
EET-2024 KL-2027.0
(20f2)

EXHIBIT A

PARCEL 014TE – 30' TEMPORARY CONSTRUCTION EASEMENT

THAT PART OF LOT 91 IN KENDALLWOOD ESTATES DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 91; THENCE NORTH 01 DEGREES 15 MINUTES 25 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 91, A DISTANCE OF 23.46 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 59 DEGREES 44 MINUTES 22 SECONDS WEST, 82.12 FEET TO THE WEST LINE OF SAID LOT 91; THENCE NORTH 01 DEGREES 15 MINUTES 25 SECONDS WEST, ALONG SAID WEST LINE, 35.19 FEET; THENCE SOUTH 59 DEGREES 44 MINUTES 22 SECONDS EAST, 82.12 FEET TO THE EAST LINE OF SAID LOT 91; THENCE SOUTH 01 DEGREES 15 MINUTES 25 SECONDS EAST, ALONG SAID EAST LINE, 35.19 FEET TO THE POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

Owner Rally Homes, LLC,
a limited liability company
Address 641 East Schoolhouse Road,
Yorkville, Illinois
Route Lake Michigan Water System
Improvements
County Kendall
Parcel No. 0014PE
P.I.N. No. 05-04-201-007

PERMANENT EASEMENT
(Limited Liability Company)

Rally Homes, LLC, a limited liability company, organized and existing under and by virtue of the laws of the State of Illinois, (Grantor), for and in consideration of Three Thousand Five Hundred and 00/100's Dollars (\$3,500.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the member(s) of the Grantor, hereby represents that Grantor owns the fee simple title to and grants, bargains and conveys to the United City of Yorkville, Kendall County, Illinois, a municipal corporation (Grantee),

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

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

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

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

This Permanent Easement is made, executed and delivered pursuant to a resolution duly adopted at a meeting of the members of the said limited liability company held on the 19 day of JANUARY, 2026.

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

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

Dated this 19 day of January, ~~2025~~ ²⁰²⁶.

Rally Homes, LLC,
a limited liability company
Company Name

By: Anthony Montalbano
Signature

Anthony Montalbano, Manager
Print Name and Title

State of Illinois)
County of Kendall) ss

This instrument was acknowledged before me on January 19th, ~~2025~~ ²⁰²⁶, by Anthony Montalbano, as Manager of Rally Homes, LLC, a limited liability company.

(SEAL)



Ray Roppolo
Notary Public

My Commission Expires: May 29 2028

This instrument was prepared by:

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

Grantee's Address:

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

Return To: (10F2)
Wheatland Title Company
105 W. Veterans Parkway, Yorkville, IL 60560
EET-2024 KL-2027.0

EXHIBIT A

PARCEL 014PE – 20' PERMANENT WATERMAIN EASEMENT

THAT PART OF LOT 91 IN KENDALLWOOD ESTATES DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 91; THENCE NORTH 59 DEGREES 44 MINUTES 22 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 91, A DISTANCE OF 82.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 91; THENCE NORTH 01 DEGREES 15 MINUTES 25 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 91, A DISTANCE OF 23.46 FEET; THENCE SOUTH 59 DEGREES 44 MINUTES 22 SECONDS EAST, 82.12 FEET TO THE EAST LINE OF SAID LOT 91; THENCE SOUTH 01 DEGREES 15 MINUTES 25 SECONDS EAST, ALONG SAID EAST LINE, 23.46 FEET TO THE POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.



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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2026-06

Agenda Item Summary Memo

Title: Ordinance Approving 2026 Debt Certificate

Meeting and Date: City Council – February 10, 2026

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson Finance
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: February 4, 2026
Subject: Ordinance Approving 2026 Debt Certificates

Summary

Approval of an ordinance authorizing the City to enter into an Installment Purchase Agreement and issue a General Obligation Debt Certificate, Series 2026 (the “Debt Certificate”), in a principal amount not to exceed \$50,000,000, to finance water system capital improvements associated with the Lake Michigan water sourcing project.

Background

As Council is aware, the City is advancing a multi-year transition to Lake Michigan water, which is expected to be primarily financed through an upcoming WIFIA loan. While the WIFIA loan agreement and accompanying term sheet were approved by Council on January 13th, the timing of the WIFIA loan closing is subject to final review and approval by the U.S. EPA and, based on current discussions, is anticipated to occur in late March 2026. In the interim, the City is required to make its first-quarter deposit to the DuPage Water Commission (DWC) in the amount of \$12.56 million, which is due on February 25th. Existing proceeds from the 2025A bond issue, totaling approximately \$1.5 million, are insufficient to fully fund this obligation. As a result, a short-term timing gap exists between required project payments and the receipt of long-term WIFIA financing, necessitating the use of interim financing to maintain the project schedule.

In anticipation of this need, staff requested that the City’s municipal advisor, Speer Financial, issue a Request for Proposals (RFP) in late December for a Line of Credit on behalf of the City. As outlined in Speer’s memorandum (Exhibit C), the RFP was distributed to 46 financial institutions, resulting in two proposals—submitted by Huntington Bank and Webster Bank—as summarized on page two of the memo. While both proposals were competitive, staff believes the Huntington Bank proposal represents the stronger option, as it provides greater funding flexibility (up to \$50 million compared to \$30 million) and allows for earlier prepayment, albeit at a modestly higher interest rate (3.83% v. 3.50%).

As outlined in the revised Huntington Bank term sheet (Exhibit B) and the ordinance (Exhibit A), the City may borrow up to \$50 million at a fixed interest rate of 3.83%, with interest payable semi-annually beginning December 30, 2026, annual principal payments starting December 30, 2027, and final maturity occurring on December 30, 2029. The Huntington Bank term sheet requires that the City draw down the entire loan amount, but not more than \$50 million, at the closing of this transaction. The City has the flexibility to draw down the entire \$50 million, or any lesser amount, at the closing. The City will not be able to make any other draws on the Huntington Bank facility after the closing. The financing also allows for optional prepayment, in whole or in part and without penalty, any time after January 15, 2027, providing the City with flexibility to retire the debt as WIFIA proceeds are received. While structured as a debt certificate, the financing effectively functions in many respects like a traditional line of credit by providing short-term liquidity to manage construction-period cash-flow

timing. Because the City is a non-home rule municipality and cannot establish a revolving line of credit, the debt certificate structure is used to achieve similar cash-flow management objectives within the City's legal authority.

Beyond the immediate funding need, the Lake Michigan water sourcing projects will involve ongoing timing differences between when project costs are incurred and when reimbursement funds are received. The DWC requires advance deposits, while WIFIA reimbursements are only available after eligible costs have been incurred, with reimbursement processing times that may extend several weeks. As a result, the City will likely need to periodically fund project expenses upfront throughout the construction period in order to maintain project schedules.

Any debt certificate proceeds not immediately required for project expenditures would be invested in the City's investment accounts, including the Illinois Funds and accounts administered by PMTA (formerly PMA). As of February 4th, the Illinois Funds are yielding approximately 3.8% on an annualized basis and are rated AAmmf by Fitch Ratings. PMTA-administered accounts include I-Prime, which is rated AAAM by S&P, as well as the City's FDIC-insured cash sweep account at Encore Bank; are both currently yielding approximately 3.6%. Investment earnings on unspent proceeds are expected to partially offset interest expense while maintaining a high degree of liquidity and principal safety.

This approach is consistent with assumptions incorporated into the prior budget process. The FY 2026 Water Fund budget includes a \$35 million line of credit, assumed at a 4.50% interest rate with an estimated annual interest cost of approximately \$1.575 million. The debt certificate structure now being proposed reflects the same cash-flow management concept contemplated during last year's budget development, while providing greater interest-rate certainty and lower overall borrowing costs. Based on current market conditions, a \$35 million draw at the proposed debt certificate rate of 3.83%, combined with the investment of available proceeds in the vehicles described above yielding approximately 3.6% to 3.8%, would be expected to result in a relatively modest net annual carrying cost, subject to actual investment performance and draw timing. While a portion of the proceeds would be periodically drawn to fund DWC deposits and other project expenditures prior to reimbursement through the WIFIA program, the estimated net annual cost is expected to range from approximately \$10,000 to \$80,000, depending on the investment mix and the timing of cash flows.

As an alternative to using the proposed debt certificate solely as a short-term liquidity tool, the City could elect to draw a larger portion—potentially up to the full \$50 million—of the authorized debt certificate proceeds to fund project costs over a longer period, thereby deferring initial draws on the WIFIA loan. At current market conditions, borrowing \$50 million at the debt certificate's fixed interest rate of 3.83% would result in annual interest expense of approximately \$1.915 million, compared to approximately \$2.415 million under an assumed WIFIA interest rate of 4.83%, yielding an estimated annual savings of roughly \$500,000. While the WIFIA program permits interest payments to be deferred for up to five years following WIFIA loan closing, any deferred interest is capitalized and repaid over the life of the WIFIA loan, increasing total long-term borrowing costs. By contrast, interest on the debt certificate must be paid currently, which would require the City to fund approximately \$1.915 million of annual interest expense during the construction period and therefore represents a near-term cash-flow obligation. Accordingly, the policy tradeoff is primarily one of timing rather than cost: utilizing lower-cost debt certificate financing reduces total long-term interest expense by limiting capitalized WIFIA interest, but does so at the expense of near-term liquidity, whereas greater reliance on WIFIA preserves cash flow in the short term while increasing total debt service over time.

The Debt Certificate is not secured by property taxes, but is instead a lawful general obligation of the City payable from any funds of the City lawfully available and annually appropriated for such purpose. In the ordinance, the City agrees to appropriate funds of the City annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Debt Certificate.

Recommendation

Staff recommends approval of the ordinance to authorize issuance of the General Obligation Debt Certificate, Series 2026, and will recommend a draw amount within the next week in conjunction with development of the FY 2027 Water Fund budget.

ORDINANCE NO. 2026-_____

AN ORDINANCE AUTHORIZING AND PROVIDING FOR AN INSTALLMENT PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING THE COSTS OF CERTAIN WATER SYSTEM CAPITAL PROJECTS IN AND FOR THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A NOT TO EXCEED \$50,000,000 DEBT CERTIFICATE, SERIES 2026, OF SAID CITY EVIDENCING THE RIGHTS TO PAYMENT UNDER SUCH AGREEMENT, PRESCRIBING THE DETAILS OF THE AGREEMENT AND CERTIFICATE, AND PROVIDING SECURITY FOR AND MEANS OF PAYMENT UNDER THE AGREEMENT OF THE CERTIFICATE.

* * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “City”), is a duly organized and existing non-home rule municipality created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as amended, 65 ILCS 5/1-1-1 *et seq.* (the “Municipal Code”), and the Local Government Debt Reform Act of the State of Illinois, and in particular Section 17(b) thereof (the “Debt Reform Act”, and together with the Municipal Code, the “Installment Purchase Provisions”), in each case, as supplemented and amended (collectively, “Applicable Law”), and

WHEREAS, the City has for many years owned and operated a municipally-owned combined waterworks and sewerage system (the “System”) pursuant to Division 129 of Article 11 of the Municipal Code; and

WHEREAS, the Mayor and the City Council of the City (the “Corporate Authorities”) have considered the needs of the City with respect to the System and, in doing so, have determined that it is advisable, necessary and in the best interests of the City to: (i) finance the enhancement of the System by replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and constructing a new water supply line and connection to the DuPage Water Commission for a new source of water

(collectively, the “*Project*”), and (ii) pay the costs of issuance of the Certificate (as such term is hereinafter defined), all for the benefit of the inhabitants of the City; and

WHEREAS, the estimated cost of the Project to be financed by the City by issuance of the Certificate, including engineering, legal, financial, printing and publication costs, capitalized interest, if any, and other expenses (collectively, the “*Project Costs*”), is not more than \$50,000,000; and

WHEREAS, sufficient funds of the City are not currently available to pay the Project Costs, and it will, therefore, be necessary to borrow money in the amount of not to exceed \$50,000,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the Applicable Law, the City has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than twenty (20) years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Corporate Authorities shall determine, if the City will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Corporate Authorities find that it is desirable and in the best interests of the City to avail of the provisions of the Installment Purchase Provisions to (i) authorize an Installment Purchase Agreement (the “*Agreement*”) more particularly as described and provided below in the text of this Ordinance; (ii) name as counter-party to the Agreement the City Treasurer (the “*Treasurer*”), as nominee-seller; (iii) authorize the Mayor and City Clerk to execute and attest, respectively, the Agreement on behalf of the City and to file same with said Clerk in his or her

capacity as keeper of the records and files of the City; and (iv) issue a certificate evidencing the indebtedness incurred under the Agreement in the aggregate amount of not to exceed \$50,000,000:

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE CORPORATE AUTHORITIES OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. Incorporation of Preambles; Definitions. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do incorporate them into this Ordinance by this reference. In addition to the words and terms as defined in the preambles hereto, the defined words and terms used in this Ordinance shall have the meanings given them unless the context or use clearly indicates another or different meaning is intended. The headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

SECTION 2. Authorization. It is necessary and advisable for the residents of the City to pay the costs of the Project and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of the certificate evidencing the indebtedness incurred under the Agreement.

SECTION 3. Agreement is a General Obligation; Annual Appropriation; Contract to Issue Certificate. The City hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a lawful general obligation of the City payable from any funds of the City lawfully available and annually appropriated for such purpose. The City represents and warrants that the total amount due under the Agreement, together with all other indebtedness of the City, is within all applicable statutory and constitutional debt limitations of the State of Illinois. The City irrevocably agrees to appropriate funds of the City annually and in a

timely manner so as to provide for the making of all payments when due under the terms of the Agreement. The funds from the sale of the Certificate be and they are hereby appropriated and set aside for the purpose hereinbefore set out.

SECTION 4. Execution and Filing of the Agreement. From and after the effective date of this Ordinance, the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth in Section 5 of this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the City Clerk and retained in the City records and shall constitute authority for the issuance of the Certificate hereinafter authorized.

SECTION 5. Form of the Agreement. Subject to such discretion of the officers signatory to the document as described herein, the Agreement shall be in substantially the form as follows:

Installment Purchase Agreement for purchase of real or personal property,
or both, in and for the United City of Yorkville, Kendall County, Illinois.

* * *

THIS INSTALLMENT PURCHASE AGREEMENT (this “*Agreement*”) dated as of February ____, 2026, by and between the Treasurer (as hereinafter defined), as Nominee-Seller (the “*Seller*”), and the United City of Yorkville, Kendall County, Illinois, a duly organized and existing non-home rule municipality incorporated and existing under the provisions of the laws of the State of Illinois (the “*City*”):

WITNESSETH:

A. The City Council of the City (the “*Corporate Authorities*”) has determined to (i) finance the enhancement of the City’s combined waterworks and sewerage system (the “*System*”) by replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and constructing a new water supply line and connection to the DuPage Water Commission for a new source of water (collectively, the “*Project*”), and (ii) pay the costs of issuance of the Certificate (as hereinafter defined), all for the benefit of the inhabitants of the City.

B. Pursuant to the provisions of the Illinois Municipal Code (the “*Municipal Code*”), and the Local Government Debt Reform Act of the State of Illinois, and in particular Section 17(b) thereof (the “*Debt Reform Act*”, and together with the Municipal Code, the “*Installment Purchase Provisions*”), in each case, as supplemented and amended (collectively, “*Applicable Law*”), the City has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than twenty (20) years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Corporate Authorities shall

determine, if the City will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 10th day of February, 2026, the Corporate Authorities, pursuant to Applicable Law and the need to provide for the Project, adopted an ordinance (the “*Ordinance*”) authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance the Project, and the issuance of a certificate evidencing the indebtedness so incurred.

D. The Ordinance is (i) incorporated herein by reference; and (ii) made a part hereof as if set out at this place in full; and each of the terms as defined in the Ordinance is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to make, construct, and acquire the Project on the terms as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the City as follows:

1. **MAKE AND ACQUIRE THE PROJECT**

The Seller agrees to make, construct, equip, acquire and provide for the Project upon real estate owned by the City.

2. **CONVEYANCE**

The City conveys to the Seller any portion of the Project heretofore acquired by the City and to be paid from proceeds of the Certificate (as defined in the Ordinance). The Seller agrees to convey each part of the Project to the City and to perform all necessary work and convey all

necessary materials and equipment; and the City agrees to purchase the Project from the Seller and pay for the Project the purchase price of not to exceed \$50,000,000, plus the amount of investment earnings which are earned on the amount deposited with the City's Treasurer (the "Treasurer") from the sale of the Certificate and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$50,000,000, plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificate.

3. **PAYMENTS**

The payment of the entire purchase price in an amount not to exceed \$50,000,000 shall: (a) be payable in installments due on the dates and in the amounts; (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts; and (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption); all as provided for payment of the Certificate as set forth in the Ordinance.

4. **ASSIGNMENT**

Rights to payment of the Seller as provided in this Agreement are assigned to the owners of the Certificate as a matter of law under the Installment Purchase Provisions. This Agreement and any right, title, or interest herein, shall not be further assignable so long as the Certificate remains outstanding; *provided, however*, that assignment for the benefit of refunding certificates which may be issued in the future to refund the Certificate shall be permitted. The Certificate, evidencing the indebtedness incurred hereby, is assignable (registrable) as provided in the Ordinance.

5. **TAX COVENANTS**

The covenants relating to the tax-exempt status of the Certificate, as set forth in the Ordinance, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

6. **TITLE**

(a) *Vesting of Title.* Title in and to any part of the Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the City.

(b) *Damage, Destruction and Condemnation.* If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the City shall continue to make payments as promised herein and in the Certificate and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

7. **LAWFUL CORPORATE OBLIGATION**

The City hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the City payable from the general funds of the City and such other sources of payment as are otherwise lawfully available. The City represents and warrants that the total amount due the Seller hereunder, together with all other

indebtedness of the City, is within all applicable statutory and constitutional debt limitations of the State of Illinois. The City agrees to appropriate funds of the City annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement and to apply the proceeds thereof to the payment of principal and interest on this Agreement.

8. **GENERAL COVENANT AND RECITAL**

It is hereby certified and recited by the Seller and the City, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

9. **NO SEPARATE TAX**

THE SELLER AND THE CITY RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE CITY OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

10. **DEFAULT**

In the event of a default in payment hereunder by the City, the Seller or any Certificate holder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

(the balance of this page is intentionally left blank)

IN WITNESS WHEREOF, the Seller has caused this Installment Purchase Agreement to be executed, and his or her signature to be attested by the City Clerk, and the City has caused this Installment Purchase Agreement to be executed by the Mayor, and also attested by the City Clerk and the seal of the City to be hereunto affixed, all as of the day and year first above written.

SELLER: Signature: _____

_____,
as Nominee-Seller and the City Treasurer

Attest:

By: _____
Its: City Clerk

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

By: _____
Its: Mayor

[SEAL]

Attest:

By: _____
Its: City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk (the “*City Clerk*”) of the United City of Yorkville, Kendall County, Illinois (the “*City*”), and as such officer I do hereby certify that on the ___ day of February, 2026, there was filed in my office a properly certified copy of that certain document, executed by the Mayor, attested by me in my capacity as City Clerk, and further executed, as Nominee-Seller, by the City Treasurer, also attested by me, dated as of February ___, 2026, and entitled “Installment Purchase Agreement for purchase of real or personal property, or both, in and for the United City of Yorkville, Kendall County, Illinois”; and supporting the issuance of a certain Debt Certificate, Series 2026, of the City; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ___ day of February, 2026.

By: _____
 City Clerk

SECTION 6. Certificate Details. For the purpose of providing for the Project, there shall be issued and sold a single Certificate. The Certificate shall be payable to the Purchaser (as hereinafter defined) or registered assigns as provided therein. The maximum principal face amount (the “*Face Amount*”) of the Certificate shall be shown on the face of the Certificate as \$50,000,000, but only so much of the Face Amount as is shown as advanced by the Purchaser and received for value (the “*Outstanding Principal Amount*” as subject to reduction as hereinbelow provided), as evidenced by the Certificate, shall be payable. The Purchaser shall make a single advance of the Outstanding Principal Amount (the “*Advance*”) on the dated date of the Certificate, and following such date no further advances shall be requested or made. The Certificate shall be designated “Debt Certificate, Series 2026” (the “*Certificate*”). The Certificate shall be dated as of the date of the Advance and shall also bear the date of authentication thereof. The Certificate shall be in fully registered form. The Outstanding Principal Amount of the Certificate from time to time outstanding shall bear interest at the rate of 3.83% per annum, payable semiannually on June 30 and December 30 of each year, commencing on December 30, 2026. The Outstanding Principal Amount of the Certificate shall become due and payable annually on each December 30, commencing on December 30, 2027, in the following amounts:

<u>Maturity</u>	<u>Principal Amounts</u>
December 30, 2027	\$ _____
December 30, 2028	\$ _____
December 30, 2029	\$ _____

The Outstanding Principal Amount at any time shall be made up of the Advance less redemptions and prepayments of principal. The Certificate shall bear interest on the Outstanding Principal Amount from time to time at the rate aforesaid, in each case from the time advanced until paid or duly provided for, such interest computed on the basis of a 360-day year, and being payable

on the dates set forth above. All payments of principal of and interest on the Certificate shall be payable in lawful money of the United States of America at the office of The Huntington National Bank, Chicago, Illinois, as certificate registrar and paying agent (the “*Certificate Registrar*”).

The Certificate shall be signed by the manual or facsimile signature of the Mayor and City Clerk, and shall be countersigned by the Treasurer, and the seal of the City shall be affixed thereto or printed thereon, and in case any officer whose signature shall appear on the Certificate shall cease to be such officer before the delivery of the Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Certificate shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Certificate Registrar as authenticating agent of the City and showing the date of authentication. The Certificate shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon the Certificate shall be conclusive evidence that the Certificate has been authenticated and delivered under this Ordinance. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar.

SECTION 7. Registration of Certificate; Persons Treated as Owners. The City shall cause books (the “*Certificate Register*”) for the registration and for the transfer of the Certificate as provided in this Ordinance to be kept at the office maintained for such purpose by the Certificate Registrar, which is hereby constituted and appointed the registrar of the City. The City is authorized

to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the City for use in the transfer and exchange of the Certificate.

The Certificate may be transferred as a whole but not in part, but only in the manner, subject to the limitations, and upon payment of the changes set forth in this Ordinance. Upon surrender for transfer of the Certificate at the principal corporate trust office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by, the registered owner or an attorney for such registered owner, duly authorized in writing, the City shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Certificate of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The execution by the City of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate, *provided, however*, the principal amount of the Certificate authenticated by the Certificate Registrar shall not at any one time exceed the authorized principal amount of Certificate less the amount of the Certificate which has been paid.

The Certificate Registrar shall not be required to transfer or exchange the Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange the Certificate after notice calling the Certificate for redemption has been mailed, nor during a period of fifteen (15) days of mailing of a notice of redemption of the Certificate.

The person in whose name the Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on the Certificate shall be made only to or upon the order of the registered owner thereof or his, her or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificate, but the City or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of the Certificate except in the case of the issuance of a Certificate for the unredeemed portion of the Certificate.

SECTION 8. Redemption. The Certificate shall be subject to redemption prior to maturity, at the option of the City, in whole or in part, from any available funds, at any time from and after January 15, 2027, at the redemption price of par plus accrued interest to the date of redemption. The City shall, at least ten (10) days prior to any optional redemption date, notify the Certificate Registrar of such redemption date and of the principal amount of the Certificate to be redeemed.

SECTION 9. Redemption Procedure. Unless waived by the holder of Certificate, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the City by mailing the redemption notice by first class mail at least five (5) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the redemption date,

- (2) the redemption price,
- (3) the amount of the Certificate to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon the Certificate or portion thereof called for redemption,
- (5) the place where the Certificate is to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Certificate Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Prior to any redemption date, the City shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of the Certificate or portion thereof which is to be redeemed on that date.

Unless moneys sufficient to pay the redemption price of the Certificate or portion thereof to be redeemed shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditioned upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem the Certificate or portion thereof, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that the Certificate or portion thereof will not be redeemed.

Notice of redemption having been given as aforesaid, the Certificate or portion thereof so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Certificate or portion thereof shall cease to bear interest. Upon surrender of the Certificate for redemption in accordance with said notice, the Certificate or relevant portion thereof shall be paid by the Certificate Registrar at the redemption price. Installments of interest

due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of the Certificate, there shall be prepared for the registered holder a new Certificate in the amount of the unpaid principal.

SECTION 10. Form of Certificate. The Certificate shall be in substantially the following form:

REGISTERED
NO. 1

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF KENDALL
UNITED CITY OF YORKVILLE
DEBT CERTIFICATE, SERIES 2026**

Registered Owner: Huntington Public Capital Corporation

Maximum Principal Amount: Fifty Million Dollars (\$50,000,000)

Dated Date: February __, 2026

KNOW ALL PERSONS BY THESE PRESENTS, that the United City of Yorkville, Kendall County, Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, the Outstanding Principal Amount of this Certificate. The “*Outstanding Principal Amount*” is that amount, not to exceed the Maximum Principal Amount of this Certificate as set forth above, shown as advanced as is noted on this Certificate in the form of Advances for Value hereon. The Outstanding Principal Amount is subject to reduction for redemption and prepayment thereof as hereinafter provided. The City promises to pay interest on the Outstanding Principal Amount at the rate of 3.83% per annum. The Outstanding Principal Amount of this Certificate shall become due and payable annually upon presentation of this Certificate on each December 30, commencing on December 30, 2027, in the following amounts:

<u>Maturity</u>	<u>Principal Amounts</u>
December 30, 2027	\$ _____
December 30, 2028	\$ _____
December 30, 2029	\$ _____

This Certificate shall bear interest on the Outstanding Principal Amount from time to time at the rate aforesaid, in each case from the time advanced until paid or duly provided for, such interest computed on the basis of a 360-day year, and being payable semiannually on June 30 and December 30 of each year, commencing on December 30, 2026.

Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Certificate Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of The Huntington National Bank, Chicago, Illinois, as certificate registrar and paying agent (the "*Certificate Registrar*"), payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner hereof as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

This Certificate is issued by the City to (i) finance the enhancement of the City's combined waterworks and sewerage system (the "*System*") by replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and constructing a new water supply line and connection to the DuPage Water Commission for a new source of water (collectively, the "*Project*"), and (ii) pay the costs of issuance of this Certificate, all for the benefit of the inhabitants of the City, in full compliance with the provisions of the Illinois Municipal Code (the "*Municipal Code*"), and the Local Government Debt Reform Act of the State of Illinois, and in particular Section 17(b) thereof (the "*Debt Reform Act*"), and all laws amendatory thereof and supplementary thereto, and is authorized by the Mayor

and City Council of the City by an ordinance duly and properly adopted for that purpose on February 10, 2026, in all respects as provided by law. This Certificate has been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the “*Agreement*”), dated the date hereof, entered into by and between the City and the City Treasurer thereof, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this Certificate assents.

This Certificate is subject to optional redemption in whole or in part at any time from and after January 15, 2027, at the redemption price of par plus accrued interest to the date of redemption. Notice of any such redemption shall be sent by first class mail not less than five (5) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Certificate at the address shown on the registration books of the City maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

This Certificate is subject to provisions relating to registration, transfer and exchange, and such other terms and provisions relating to security and payment, as are set forth in the Ordinance; to which reference is hereby expressly made; and to all the terms of which the Registered Owner hereof is hereby notified and shall be subject.

The City and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Certificate Registrar shall be affected by any notice to the contrary.

The table and form following the signatures on this Certificate and entitled “Advances for Value” is an integral part of this Certificate as if fully set forth at this place and is incorporated herein by this reference thereto.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Certificate have existed and have been properly done, happened, and been performed in regular and due form and time as required by law; that the obligation to make payments due hereon is a lawful direct general obligation of the City payable from the corporate funds of the City and such other sources of payment as are otherwise lawfully available; that the total amount due under the Installment Purchase Agreement, represented by this Certificate, together with all other indebtedness of the City, is within all statutory and constitutional debt limitations; and that the City shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due.

THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE CITY OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

IN WITNESS WHEREOF, the United City of Yorkville, Kendall County, Illinois, by its City Council, has caused this Certificate to be signed by the Mayor and the City Clerk, and to be countersigned by the City Treasurer, and has caused the seal of the City to be affixed hereto or printed hereon, all as of the Dated Date identified above.

UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

[SEAL]

By: _____
Its: Mayor

By: _____
Its: City Clerk

Countersigned:

By: _____
Its: City Treasurer

Date of Authentication: February____, 2026

**CERTIFICATE
OF
AUTHENTICATION**

Certificate Registrar and Paying Agent:
The Huntington National Bank,
Chicago, Illinois

This Certificate is the Certificate described in the within-mentioned ordinance and is the Debt Certificate, Series 2026, of the United City of Yorkville, Kendall County, Illinois

By:
Its: Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfer unto:

(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint _____

Attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

ADVANCES FOR VALUE

This Certificate is valid to the amount set forth below, such amount being its Outstanding Principal Amount (subject to reduction for redemption and prepayment, as provided herein).

AMOUNT ADVANCED	DATE ADVANCED	SIGNATURE OF TREASURER
\$	February ____, 2026	<hr/>

SECTION 11. Sale of Certificate. The Certificate shall be executed as in this Ordinance provided as soon after the passage of this Ordinance as may be, shall be deposited with the Treasurer and shall thereupon be delivered to Huntington Public Capital Corporation (the “*Purchaser*”) upon payment of the par amount of the Advances for Value on the Certificate (the “*Purchase Price*”); the contract for sale of the Certificate heretofore entered into is in all respects ratified, approved and confirmed, it being hereby found and determined that the Certificate has been sold at such price and bears interest at such rate that neither the true interest cost (yield) nor the net interest rate received upon such sale exceeds the maximum rate otherwise authorized by Illinois law and that said contract is in the best interests of the City. The sale of the Certificate to the Purchaser on the terms set forth herein is hereby in all respects approved and confirmed, it being hereby determined that no person holding any office of the City, either by selection or appointment, is in any manner financially interested, either directly in his or her own name, or indirectly in the name of any other person, association, trust or corporation, in the Purchaser.

The Mayor, the City Clerk or the Treasurer or designees or assigns, or any of them acting together (the “*Designated Officials*”) as shall be appropriate shall be and are also hereby authorized and directed to approve or execute, or both, the Agreement and such other documents of sale of the Certificate as may be necessary, including, without limitation, a tax compliance agreement and an IRS Form 8038-G, if applicable, and such closing documents as shall be necessary for the issuance and sale of the Certificate. The Designated Officials are hereby authorized to execute, without further official action or direction by the City Council, such additional documents as shall be required to effectuate the delivery of the Certificate.

The officers, agents and employees of the City, including, without limitation, the Designated Officials, are hereby authorized, empowered and directed to do all such acts and things and to execute and deliver all such documents and certificates as may be necessary to carry out and comply with the provisions of this Ordinance. All acts and undertakings of the officers of the City which are in conformity with the purposes and intent of this Ordinance and in furtherance of the issuance and sale of the Certificate shall be, and the same hereby are, in all respects, ratified, approved and confirmed.

The selection and retention of (i) Croke Fairchild Duarte & Beres LLC, Chicago, Illinois, to serve as bond counsel (“*Bond Counsel*”), (ii) Ottosen DiNolfo Hasenbalg & Castaldo, Ltd., to serve as City counsel; (iii) Speer Financial, Inc. as the City’s Municipal Advisor, and (iv) all other participants or substitutes required to sell the Certificate is hereby ratified, confirmed and approved.

SECTION 12. Use of Certificate Proceeds. There is hereby created and established a special fund of the City known as the “Debt Certificate Fund of 2026” (the “*Certificate Fund*”) to be held by the Treasurer, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by this Ordinance. The Certificate Fund shall be the fund for the payment of the principal of and interest on the Certificate at maturity or on interest payment dates or redemption. Funds lawfully available for the purpose of paying the principal of and interest on the Certificate shall be deposited into the Certificate Fund and used solely and only for such purpose. Interest income or investment profit earned in the Certificate Fund shall be retained in the Certificate Fund for payment of the principal of or interest on the Certificate on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the City, transferred to such other fund as may be determined. The

Certificate is secured by a pledge of all moneys on deposit in the Certificate Fund, and such pledge is irrevocable until the Certificate has been paid in full or until the obligations of the City are discharged under this Ordinance. Accrued interest and premium received at the time of delivery of the Certificate, if any, shall be deposited into the Certificate Fund.

The principal proceeds of the Certificate and any premium received on the delivery of the Certificate are hereby appropriated to pay the costs of issuance of the Certificate and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the “Capital Improvement Account of the City” (the “*Project Fund*”), hereby created. It is hereby found and determined and hereby declared and set forth that the Corporate Authorities (i) have not entered into an agreement of any kind with any entity, party or person (including, but not limited to, the Purchaser) to not expend the proceeds of the Certificate deposited into the Project Fund for any period of time, and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificate deposited into the Project Fund for any period of time. Proceeds of the Certificate shall be deposited into the Project Fund, and the Project Fund shall be used for the purpose of paying for the costs of the Project and costs of issuance. Interest received from deposits in the Project Fund shall, at the discretion of the Corporate Authorities, either be transferred for the payment of the principal of and interest on the Certificate on the interest payment date next after such interest is received or be retained in the Project Fund. In the event that any moneys remain in the Project Fund upon completion of the Project, the City shall deposit the remaining moneys in the Project Fund in the Certificate Fund and shall cause such moneys to be used to pay the interest on the Certificate on the earliest possible date.

In addition to the funds established hereunder, the Mayor is authorized and directed to establish, and the Treasurer is further authorized to hold, any and all funds and/or accounts they deem necessary or convenient to the accomplishment of the purposes set forth in this Ordinance.

Moneys in the Project Fund shall be used to pay costs of the Project in accordance with the following procedures:

1. Contracts (“*Work Contracts*”) have been or shall be awarded, from time to time, by the Corporate Authorities for the work on the Project; and the Corporate Authorities represents and covenants that each Work Contract has been or will be let in strict accordance with the applicable laws of the State of Illinois, and the rules and procedures of the City for same.

2. Pursuant to this Ordinance or any subsequent ordinance or ordinances to be duly adopted, the Corporate Authorities shall identify all or a designated portion of each Work Contract to the Agreement. This Ordinance, any such further ordinance and said Work Contracts shall be filed of record with the City Clerk and the City Treasurer. The adoption and filing of any such ordinance or ordinances and the Work Contracts with such officers shall constitute authority for the City Treasurer to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further ordinances, resolutions, orders, vouchers, warrants, or other proceedings as are required under the applicable laws of the State of Illinois, and the rules and procedures of the City for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the Installment Purchase Provisions, the City Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificate.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificate to one or more related funds of the City already in existence and in accordance with good accounting practice; provided, however, that this shall not relieve such officers of the duty to account and invest such funds and the proceeds of the Certificate, as herein provided, as if the funds described above had in fact been created.

SECTION 13. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the

Certificate) if taking, permitting or omitting to take such action would cause any portion of the Certificate to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the “Code”), or would otherwise cause the interest on the Certificate to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from Federal income taxation for interest paid on the Certificate, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

In furtherance of the foregoing provisions, but without limiting their generality, the City agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by Bond Counsel, including, without limitation, a tax compliance agreement; (c) to consult with such counsel and to comply with such advice as may be given; (d) to file such forms, statements and supporting documents as may be required and in a timely manner; (d) to pay to the United States, as necessary, such sums of money representing required rebates of excessive arbitrage profits relating to the Certificate; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, municipal advisors, attorneys and other persons to assist the City in such compliance.

The City recognizes that Section 149(a) of the Code requires the Certificate to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Certificate is delivered. In this connection, the City

agrees that it will not take any action to permit the Certificate to be issued in, or converted into, bearer or coupon form.

The Certificate is not a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

SECTION 14. List of Certificate Holders. The Certificate Registrar shall maintain a list of the names and addresses of the holders of the Certificate and upon any transfer shall add the name and address of the new Certificate holder and eliminate the name and address of the transferor Certificate holder.

SECTION 15. Duties of Certificate Registrar. If requested by the Certificate Registrar, the Mayor and City Clerk are authorized to execute the Certificate Registrar’s standard form of agreement between the City and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

- (a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Certificate holders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Certificate as provided herein;
- (d) to cancel and/or destroy any Certificate which has been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the City at least annually a certificate with respect to any Certificate cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of the amount of the Certificate paid, the amount of the Certificate outstanding and payments made with respect to interest on the Certificate.

SECTION 16. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 17. Repeal. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted: February 10, 2026.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 10th day of February, 2026.

By: _____
Its: Mayor

Attest:

By: _____
Its: City Clerk

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented by adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt said ordinance as read. Upon the roll being called, the following Trustees voted AYE: _____

_____ and the following Trustees voted NAY: _____

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Secretary to record the same in full in the records of the City Council of the United City of Yorkville, Kendall County, Illinois, which was done. Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

By: _____
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the “*City Clerk*”), and as such official I am the keeper of the records and files of the Corporate Authorities. I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Corporate Authorities held on the 10th day of February, 2026, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR AN INSTALLMENT PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING THE COSTS OF CERTAIN WATER SYSTEM CAPITAL PROJECTS IN AND FOR THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A NOT TO EXCEED \$50,000,000 DEBT CERTIFICATE, SERIES 2026, OF SAID CITY EVIDENCING THE RIGHTS TO PAYMENT UNDER SUCH AGREEMENT, PRESCRIBING THE DETAILS OF THE AGREEMENT AND CERTIFICATE, AND PROVIDING SECURITY FOR AND MEANS OF PAYMENT UNDER THE AGREEMENT OF THE CERTIFICATE,

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting, a true, correct and complete copy of said agenda as so posted is attached hereto as Exhibit A, that

said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said City, this ____ day of February, 2026.

[SEAL]

By: _____
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the “City”), and as such officer I do hereby certify that on the ____ day of February, 2026, there was filed with me, and placed on deposit in my records, a properly certified copy of an ordinance adopted by the Corporate Authorities on the 10th day of February, 2026, and entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR AN INSTALLMENT PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING THE COSTS OF CERTAIN WATER SYSTEM CAPITAL PROJECTS IN AND FOR THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A NOT TO EXCEED \$50,000,000 DEBT CERTIFICATE, SERIES 2026, OF SAID CITY EVIDENCING THE RIGHTS TO PAYMENT UNDER SUCH AGREEMENT, PRESCRIBING THE DETAILS OF THE AGREEMENT AND CERTIFICATE, AND PROVIDING SECURITY FOR AND MEANS OF PAYMENT UNDER THE AGREEMENT OF THE CERTIFICATE,

together with any Work Contracts identified by the adoption of said ordinance and attached thereto as *Exhibit 1*, and that the same have all been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this ____ day of February, 2026.

By: _____
 City Clerk

[SEAL]

TERM SHEET

DATE:	February 3, 2026
ISSUE:	General Obligation Debt Certificate (the "Certificate")
ISSUER/BORROWER:	United City of Yorkville, Illinois ("Issuer")
PURCHASER/LENDER:	Huntington Public Capital Corporation ("Huntington")
USE OF PROCEEDS:	Proceeds will be used for water system improvements related to the Issuer's objective to connect to Lake Michigan water.
SECURITY:	The Certificate will be a general obligation of the Issuer, payable from the general funds of the Issuer and other lawfully available sources. There is no separate tax authority or unlimited special taxing authority related to the general obligation on this. Proceeds of the WIFIA loan are specifically pledged to repay this Certificate, and must be used for that purpose in alignment with the financing plan (subject to any changes in the financing plan).
PRINCIPAL AMOUNT:	Not to exceed \$50,000,000
BOND COUNSEL:	Croke Fairchild Duarte & Beres
PURCHASER'S COUNSEL:	TBD
FEE TO HUNTINGTON FOR PURCHASER'S COUNSEL:	\$5,000
CLOSING DATE:	February 23, 2026
TAX STATUS:	Tax-Exempt (Non-Bank Qualified)
FINAL MATURITY:	December 30, 2029
INTEREST RATE:	Fixed Rate: 3.83% - interest on the Certificate will be computed on the basis of a 30-day month and a 360-day year. This rate is subject to credit approval.
DRAW FEATURE:	Proceeds of the Certificate must be fully drawn at closing – investment options to maximize earnings can be provided by Huntington.
TRANSACTION FEES:	All transaction fees, including those of Bond Counsel and Purchaser's Counsel, shall be the responsibility of the Issuer.
INTEREST PAYMENTS:	Interest will be payable semi-annually on June 30 and December 30, commencing December 30, 2026.
PRINCIPAL PAYMENTS:	Principal will be payable on December 30 each year commencing December 30, 2027, final amortization schedule will be agreed upon in awarded – principal amortization will not be backloaded.
OPTIONAL PREPAYMENT:	The Certificate is subject to prepayment without penalty, in whole or in part, beginning January 15, 2027.

DIRECT PLACEMENT: Huntington is extending credit as a lender in the usual course of its loan business through the purchase of the Certificate for its own account in its normal and customary business practice, with no intention on the resale, distribution or transfer thereof.

DOCUMENTATION: Transaction documents shall be prepared by Bond Counsel, subject to review and approval by Huntington and its counsel.

PAYING AGENT: Issuer

RATING: Not required by Huntington

POS/OFFICIAL STATEMENT: Not required by Huntington

CUSIP: Not required by Huntington

DTC CLOSING: Not required by Huntington

CREDIT APPROVAL: The terms set forth herein reflect a proposed, preliminary structure and are subject to Huntington’s review and acceptance of documentation.

PROPOSAL EXPIRATION: This proposal shall expire at Huntington’s option if (a) Huntington has not received the Issuer’s written acceptance by February 10, 2026, and (b) if the closing date of the Certificate has not occurred by February 24, 2026.

HUNTINGTON CONTACT: Jonathan K. Schatz, Assistant Vice President
Huntington Public Capital
Phone: (414) 351-8503
Email: Jonathan.k.schatz@huntington.com

Respectfully Submitted,



ACCEPTED BY:

United City of Yorkville, IL

Signature

Printed Name

Title

Date

Huntington Public Capital® ("HPC"), a division of The Huntington National Bank (the "Bank"), is providing the information contained in this document for discussion purposes only in connection with an arm's-length transaction under discussion between you and HPC. If you are a "municipal entity" or "obligated person" within the meaning of the municipal advisor rules (the "Rules") of the Securities and Exchange Commission, Rule 15Ba1-1 et seq. this information is provided to you pursuant to and in reliance upon the "bank exemption," and/or other exemptions and/or the "general information" exclusion provided under the Rules. HPC is acting for its own interest and has financial and other interests that differ from yours. HPC is not acting as a municipal advisor or financial advisor, and has no fiduciary duty, to you or any other person pursuant to the Rules. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of the Rules. HPC is not recommending that you take or refrain from taking any action with respect to the information contained in this document. Before acting on this information, you should discuss it with your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate. As used in this notice, the "Rules" means Section 15B of the Securities Exchange Act of 1934, the Securities and Exchange Commission's Rule 15Ba1-1, et seq., and any related municipal advisor rules of the Municipal Securities Rulemaking Board, all as they may be amended from time to time.

MEMO

To: Mr. Rob Fredrickson
United City of Yorkville

From: Anthony Miceli, Senior Vice President
Speer Financial, Inc.

Date: January 15, 2026

Re: Line of Credit / Credit Facility – Proposal Summary

Speer Financial distributed a Request for Proposal (“RFP”) for Line of Credit on behalf of the City on December 29, 2025. The RFP was distributed to 76 individuals a 46 different banking institutions. Responses were due by January 15, 2026.

The City received two response to its RFP. One from Huntington Bank and another from Webster Bank. A summary of the terms of each proposal is listed below. Each proposal received is also attached to this Memo.

Speer canvased several of the banks that did not provide a response to the RFP. Below is a summary of the responses received:

BANK	RESPONSE
WINTRUST:	Initially interested but the lack of a banking relationship and the size of the facility cause them not to bid.
FIRST SECURE COMMUNITY BANK:	Size is too large. The Bank would only be interested in partnering with another bank, but could only lend up to \$10 million
REGIONS BANK:	Not in the bank’s target market.
FIRST NATIONAL BANK OF OMAHA:	Initially interested in the opportunity, but no response to the RFP provided.

SPEER FINANCIAL, INC.

SUMMARY OF THE PROPOSALS

ITEM	Huntington Bank	Webster Bank
FACILITY AMOUNT:	Up to \$50,000,000	Up to \$30,000,000
DRAWDOWN:	Full amount must be drawn at closing.	Full amount must be drawn at closing.
TERM:	12/30/2029 Final Maturity with level repayment beginning 12/30/2027.	12/30/2029 maturity
INTEREST RATE:	Fixed at 3.76% Alternate option if a shorter Optional Prepayment is requested (see below), fixed at 3.84%	Fixed at 3.50%
OPTIONAL PREPAYMENT:	Subject to optional prepayment without penalty, in whole or in part, beginning 12/30/2027. Alternate Option: The City can request a first optional prepayment to begin 1/30/2027, and the interest rate will increase to 3.84%.	No Call from closing through January 30, 2027. <i>(Term sheet lists a first call as 7/1/2027 however the bank subsequently agreed to shorten to January 2027)</i> Up to \$10,000,000 can be called beginning January 30, 2027. Up to \$20,000,000 can be called July 1, 2028 Remaining balance callable from July 1, 2029 to maturity.
INTEREST REPAYMENT:	Semi-Annual Interest repayment	Not disclosed
PROPOSED COSTS AND EXPENSES:	\$5,000 bank counsel fee	\$6,500 bank counsel fee

SPEER FINANCIAL, INC.

Of the two proposals received, the bid by Huntington Securities provides for up to the full amount requested by the City. The Huntington proposal also offers more flexible early repayment options with either a first call of 12/30/2027 or 1/30/2027, with an 8 basis point difference in interest rate for the shorter option. Both options require the entire facility to be drawn at closing, which increases interest cost but eliminates any non-usage fees. The drawn project amount can be invested to offset accrued interest. The Webster Bank proposal offers a lower rate of interest at 3.50%, but does not offer the full amount requested by the City, and also has more stringent early repayment provisions.

The City will need to determine the value of the additional funding and early call provisions versus the lower interest rate offered and determine which proposal better suits the needs of the City. Once a bank is chosen, we will work on presenting an ordinance to the City Council on January 27 and then closing the loan by mid-February.

Afm
1/15/2026



TERM SHEET

DATE:	January 14, 2026
ISSUE:	General Obligation Debt Certificate (the "Certificate")
ISSUER/BORROWER:	United City of Yorkville, Illinois ("Issuer")
PURCHASER/LENDER:	Huntington Public Capital Corporation ("Huntington")
USE OF PROCEEDS:	Proceeds will be used for water system improvements related to the Issuer's objective to connect to Lake Michigan water.
SECURITY:	The Certificate will be a general obligation of the Issuer, payable from the general funds of the Issuer and other lawfully available sources. There is no separate tax authority or unlimited special taxing authority related to the general obligation on this. Proceeds of the WIFIA loan are specifically pledged to repay this Certificate, and must be used for that purpose in alignment with the financing plan (subject to any changes in the financing plan).
PRINCIPAL AMOUNT:	Not to exceed \$50,000,000
BOND COUNSEL:	Croke Fairchild Duarte & Beres
PURCHASER'S COUNSEL:	TBD
FEE TO HUNTINGTON FOR PURCHASER'S COUNSEL:	\$5,000
CLOSING DATE:	February 17, 2026
TAX STATUS:	Tax-Exempt (Non-Bank Qualified)
FINAL MATURITY:	December 30, 2029
INTEREST RATE:	Fixed Rate: 3.76% - interest on the Certificate will be computed on the basis of a 30-day month and a 360-day year. This rate is subject to credit approval.
DRAW FEATURE:	Proceeds of the Certificate must be fully drawn at closing – investment options to maximize earnings can be provided by Huntington.
TRANSACTION FEES:	All transaction fees, including those of Bond Counsel and Purchaser's Counsel, shall be the responsibility of the Issuer.
INTEREST PAYMENTS:	Interest will be payable semi-annually on June 30 and December 30, commencing December 30, 2026.
PRINCIPAL PAYMENTS:	Principal will be payable on December 30 each year commencing December 30, 2027, final amortization schedule will be agreed upon in awarded – principal amortization will not be backloaded.
OPTIONAL PREPAYMENT:	The Certificate is subject to prepayment without penalty, in whole or in part, beginning December 30, 2027.

DIRECT PLACEMENT: Huntington is extending credit as a lender in the usual course of its loan business through the purchase of the Certificate for its own account in its normal and customary business practice, with no intention on the resale, distribution or transfer thereof.

DOCUMENTATION: Transaction documents shall be prepared by Bond Counsel, subject to review and approval by Huntington and its counsel.

PAYING AGENT: Issuer

RATING: Not required by Huntington

POS/OFFICIAL STATEMENT: Not required by Huntington

CUSIP: Not required by Huntington

DTC CLOSING: Not required by Huntington

CREDIT APPROVAL: The terms set forth herein reflect a proposed, preliminary structure and are subject to Huntington's review and acceptance of documentation.

PROPOSAL EXPIRATION: This proposal shall expire at Huntington's option if (a) Huntington has not received the Issuer's written acceptance by January 28, 2026, and (b) if the closing date of the Certificate has not occurred by February 17, 2026.

HUNTINGTON CONTACT: Jonathan K. Schatz, Assistant Vice President
Huntington Public Capital
Phone: (414) 351-8503
Email: Jonathan.k.schatz@huntington.com

Respectfully Submitted,



ACCEPTED BY:

United City of Yorkville, IL

Signature

Printed Name

Title

Date

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Troy Grasinger
Managing Director
Webster Public Finance Corporation

310.415.1791
Email: tgrasinger@websterbank.com
Website: www.websteronline.com

TERM SHEET

TYPE OF FINANCING: The Lender will finance the Debt Certificates (the “Certificates”) in the total amount of up to **\$30,000,000**.

ISSUER: United City of Yorkville, IL (the “City”)

PURCHASER/LENDER: Webster Public Finance Corporation (“Webster”, “Bank” or the “Lender”), a subsidiary of Webster Bank, National Association.

AMOUNT: **\$30,000,000**

TAX-EXEMPT RATE: **3.50%** - Fixed through Maturity Date.

MATURITY DATE: **12/30/2029**

ANTICIPATED CLOSE DATE: On or around February 18, 2026.

INTEREST RATE LOCK: The Interest Rates quoted above are valid for a closing on or before February 18, 2026.

SECURITY: The Certificates will be secured by all legally available funds of the City.

PREPAYMENT: The City shall have the right to pre-pay the Certificates, provided that the City gives the Lender at least thirty (30) days prior written notice of its intent to do so. The prepayment options are as follows:

Year:	Amount:
Close – 6/30/2027	No Call
7/1/2027 – 6/30/2028	Up to \$10,000,000
7/1/2028 – 6/30/2029	Up to \$20,000,000
7/1/2029 - Maturity	Any Remaining Balance

FEES OF LENDER: **\$6,500** fee for Bank Counsel. The costs of issuance incurred by the City, such as financial advisory and Issuer counsel fees, are payable by the City.

DOCUMENTATION: The City shall provide standard documentation for the Certificates, subject to review & approval by the Bank. The City shall provide an opinion of legal counsel attesting to the legal, valid, binding and enforceable nature of the Certificates as well as a tax opinion.

IRS CIRCULAR 230 DISCLOSURE:

Lender and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not written or intended to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with the Lender of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

DIRECT BANK LOAN:

The Lender intends to classify the obligation as a privately placed Loan. As such, the Loan will feature (but will not be limited to) the following restrictions:

- The obligation will not be assigned a CUSIP
- The obligation will not be registered with the DTC;
- The obligation will feature transfer restrictions such that transfer is restricted to Bank affiliates, or to Qualified Institutional Buyers, each of which is a commercial bank with minimum capital, etc.;
- The obligation cannot be marketed pursuant to an offering document;
- The obligation will be issued as a single obligation in an authorized denomination equal to the amount of the borrowing.

ADVISORY DISCLOSURE:

Lender is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and its related rules and regulations. In providing this Term Sheet, Lender is not providing any advice, advisory services, or recommendations with respect to the structure, timing, terms, or similar matters concerning an issuance of municipal securities. This Term Sheet is a commercial, arms-length proposal that does not create a fiduciary duty by Lender to the City. The City may engage, separately and at its own cost, an advisor to review this Term Sheet and the proposed transaction on the City's behalf.

CREDIT APPROVAL:

This Term Sheet is subject to formal credit approval by Lender and the negotiation of mutually acceptable documentation. For due diligence, Lender will require detail on the special assessment revenue, the City's three (3) most recent audited financial statements, its most recently adopted budget, and any other information that Lender may reasonably require.

PROPOSAL EXPIRATION:

Unless accepted by the City or extended in writing by Lender at its sole discretion, this Term Sheet shall expire on January 23, 2026. Once accepted, this Term Sheet shall expire if the Certificates are not funded by February 18, 2026.

Upon receipt of the signed Term Sheet, we will endeavor to provide you with a timely commitment and we will use good faith efforts to negotiate and finance the Certificates based on the terms herein. It is a pleasure to offer this financing proposal to the City, and we look forward to your favorable review.

Very truly yours,

Troy Grasinger
Managing Director
tgrasinger@websterbank.com

**Agreed to and Accepted by:
United City of Yorkville, IL**

_____ (Name)

_____ (Title)

_____ (Date)



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

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2026-09

Agenda Item Summary Memo

Title: DuPage Water Commission Site Easements – South and North Receiving Stations

Meeting and Date: City Council – February 10, 2026

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: CC – 1/27/26 Action Taken: This agenda item was tabled to the February 10, 2026 City Council meeting.

Item Number: PW 2026-09

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: December 23, 2025
Subject: DWC Site Easements

DWC will be constructing metering stations at both receiving station sites as part of the Lake Michigan improvements. Accordingly, easements are necessary to provide DWC the ability to construct and maintain.

The documents have been reviewed by the City Attorney and we are recommending approval and execution.

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

Ordinance No. 2026-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AUTHORIZING THE GRANT OF CERTAIN EASEMENTS FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE CITY’S WATER SYSTEM

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

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

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

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

WHEREAS, The DuPage Water Commission will need to construct and will require continuous access to metering stations at two receiving station sites being constructed by the City (the “Metering Stations”); and

WHEREAS, in order to proceed, it is necessary to grant easements to the DuPage Water Commission for the construction of and access to the Metering Stations as hereinafter provided.

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

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

Section 2. The following easements conveyed by the City to the DuPage Water Commission are hereby approved and accepted:

- A. A perpetual, non-exclusive permanent easement at the property identified by PIN No. 05-03-300-043 and commonly known as 8621 IL Route 126, Yorkville, IL 60560 for the purpose of laying, installing, maintaining, operating, renewing,

repairing, replacing and removing water mains, manholes and manhole structures, metering stations and other facilities and equipment related thereto; and

- B. A perpetual, non-exclusive permanent easement at the property identified by PIN No. 02-11-300-015 and commonly known as 3299 Lehman Crossing, Yorkville, IL 60560 for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, metering stations and other facilities and equipment related thereto.

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

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2026.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2026.

MAYOR

Attest:

CITY CLERK

**GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION**

The United City of Yorkville, Illinois, a local municipal corporation, its successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, does hereby give and grant unto said Grantee, its successors and assigns, a perpetual, non-exclusive easement for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, metering stations and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"), whether below grade or above grade:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

together with reasonable right of access thereto for said purposes. Grantor and Grantee understand and agree that Grantor shall also construct, lay, install, maintain, operate, renew, repair, replace and remove Grantor's facilities and equipment (hereinafter "Grantor's Facilities"), in, upon, under, along and across the Easement Premises and its adjacent property below grade, at grade or above grade. The parties agree to cooperate in determining where Grantee's Facilities shall be located so as to not interfere with Grantor's Facilities now or in the future and shall document their agreement in writing. Grantee shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantor's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantor's Facilities, whether below grade or above grade, or the Easement Premises, shall not interfere with Grantor's access to the Easement Premises or Grantor's Facilities, and shall not connect or permit the connection of Grantor's Facilities to any of Grantee's Facilities at any time whatsoever without the prior written consent of Grantor. Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities, whether below grade or above grade, or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's Facilities at any time whatsoever without the prior written consent of Grantee.

Grantee agrees to rough grade and place an erosion control blanket on any portion of the Easement Premises damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises. Grantee shall also be responsible for restoring that portion of the Easement Premises damaged

and/or disturbed by Grantee during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering the Easement Premises for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantee agrees that other than the Easement Premises, no portion of Grantor's property shall be used, damaged, or disturbed.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from this Grant of Permanent Easement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Easement Premises or any other part of Grantor's property in exercising its rights granted herein. Grantee shall access the Easement Premises and Grantee's Facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and Grantor will provide such temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Easement Premises described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Permanent Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., _____.

UNITED CITY OF YORKVILLE

DUPAGE WATER COMMISSION

By: MAYOR

By: Paul May, General Manager

ATTEST:

ATTEST:

By: City Clerk

By: Danna Mundall, Clerk

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

8621 IL Route 126 _____
Yorkville, IL 60560 _____
PIN: 05-03-300-043 _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, _____.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as General Manager of the DuPage Water Commission, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, _____.

Notary Public

EXHIBIT A

Legal Description/Depiction of Easement Premises

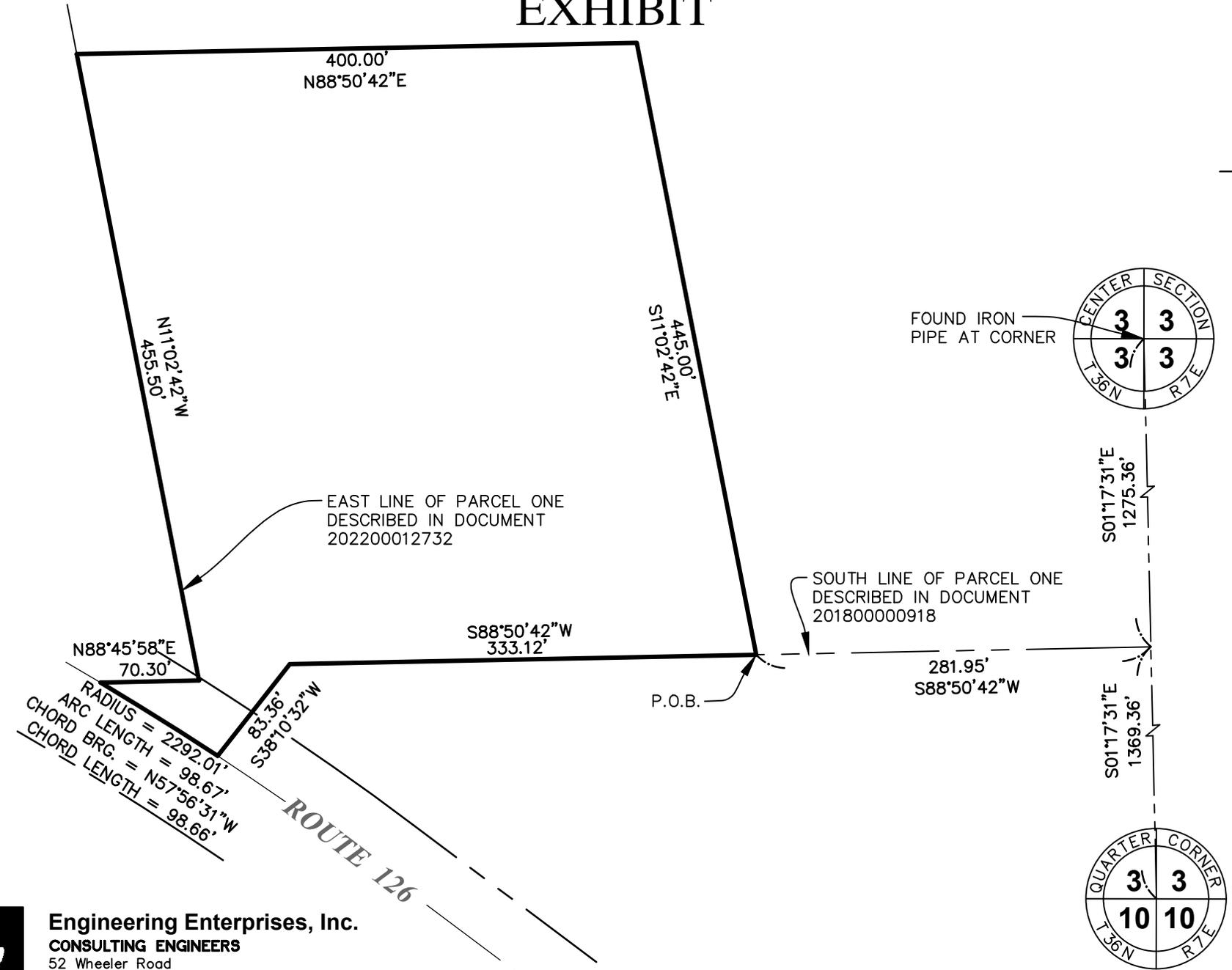
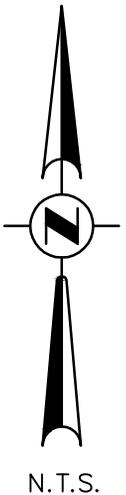
Legal Description

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EASE OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 01 DEGREES 17 MINUTES 31 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 1275.36 FEET TO THE SOUTH LINE OF PARCEL 1 DESCRIBED IN DOCUMENT 201800000918 RECORDED IN THE KENDALL COUNTY RECORDERS OFFICE; THENCE SOUTH 88 DEGREES 50 MINUTES 42 SECONDS WEST, ALONG SAID SOUTH LINE, 281.95 FEET TO THE SOUTHEAST CORNER OF A PARCEL DESCRIBED IN DOCUMENT 202500008078, RECORDED IN THE KENDALL COUNTY RECORDERS OFFICE FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 50 MINUTES 42 SECONDS WEST, ALONG THE SOUTH LINE OF SAID PARCEL, 333.12 FEET TO THE NORTHEAST CORNER OF A PARCEL DESCRIBED IN DOCUMENT 202500004340, RECORDED IN THE KENDALL COUNTY RECORDERS OFFICE; THENCE SOUTH 38 DEGREES 10 MINUTES 32 SECONDS WEST, 83.36 FEET TO THE CENTER LINE OF STATE ROUTE 126; THENCE NORTHWESTERLY 98.67 FEET, ALONG SAID CENTERLINE, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 2292.01 FEET, CHORD BEARING NORTH 57 DEGREES 56 MINUTES 31 SECONDS WEST AND CHORD LENGTH OF 98.66 FEET TO THE SOUTH LINE OF PARCEL 1 DESCRIBED IN DOCUMENT 202200012732; THENCE NORTH 88 DEGREES 45 MINUTES 58 SECONDS EAST, ALONG SAID SOUTH LINE, 70.30 FEET TO THE EAST LINE OF SAID PARCEL 1 DESCRIBED IN SAID DOCUMENT 202200012732; THENCE NORTH 11 DEGREES 02 MINUTES 42 SECONDS WEST, ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 455.50 FEET; THENCE NORTH 88 DEGREES 50 MINUTES 42 SECONDS EAST, A DISTANCE OF 400.00 FEET; THENCE SOUTH 11 DEGREES 02 MINUTES 42 SECONDS EAST, A DISTANCE OF 445.00 FEET TO THE POINT OF BEGINNING. ALL IN KENDALL COUNTY, ILLINOIS.

PIN: 05-03-300-043

EXHIBIT



EAST LINE OF PARCEL ONE
DESCRIBED IN DOCUMENT
202200012732

SOUTH LINE OF PARCEL ONE
DESCRIBED IN DOCUMENT
201800000918

N88°45'58"E
70.30'
RADIUS = 2292.01'
ARC LENGTH = 98.67'
CHORD BRG. = N57°56'31"W
CHORD LENGTH = 98.66'

ROUTE 126



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

FILE NO: YO2416-DWC-EASE

**GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION**

The United City of Yorkville, Illinois, a local municipal corporation, its successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, does hereby give and grant unto said Grantee, its successors and assigns, a perpetual, non-exclusive easement for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, metering stations and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"), whether below grade or above grade:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

together with reasonable right of access thereto for said purposes. Grantor and Grantee understand and agree that Grantor shall also construct, lay, install, maintain, operate, renew, repair, replace and remove Grantor's facilities and equipment (hereinafter "Grantor's Facilities"), in, upon, under, along and across the Easement Premises and its adjacent property below grade, at grade or above grade. The parties agree to cooperate in determining where Grantee's Facilities shall be located so as to not interfere with Grantor's Facilities now or in the future and shall document their agreement in writing. Grantee shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantor's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantor's Facilities, whether below grade or above grade, or the Easement Premises, shall not interfere with Grantor's access to the Easement Premises or Grantor's Facilities, and shall not connect or permit the connection of Grantor's Facilities to any of Grantee's Facilities at any time whatsoever without the prior written consent of Grantor. Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities, whether below grade or above grade, or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's Facilities at any time whatsoever without the prior written consent of Grantee.

Grantee agrees to rough grade and place an erosion control blanket on any portion of the Easement Premises damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises. Grantee shall also be responsible for restoring that portion of the Easement Premises damaged

and/or disturbed by Grantee during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering the Easement Premises for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantee agrees that other than the Easement Premises, no portion of Grantor's property shall be used, damaged, or disturbed.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from this Grant of Permanent Easement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Easement Premises or any other part of Grantor's property in exercising its rights granted herein. Grantee shall access the Easement Premises and Grantee's Facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and Grantor will provide such temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Easement Premises described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Permanent Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., _____.

UNITED CITY OF YORKVILLE

DUPAGE WATER COMMISSION

By: MAYOR

By: Paul May, General Manager

ATTEST:

ATTEST:

By: City Clerk

By: Danna Mundall, Clerk

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

3299 Lehman Crossing
Yorkville, IL 60560
PIN: 02-11-300-015

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, _____.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as General Manager of the DuPage Water Commission, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, _____.

Notary Public

EXHIBIT A

Legal Description/Depiction of Easement Premises

Legal Description

LOT 3013 IN THE FINAL PLAT OF GRANDE RESERVE UNIT 8, PER DOCUMENT 200400023009, UNITED CITY OF YORKVILLE, IN KENDALL COUNTY, ILLINOIS.

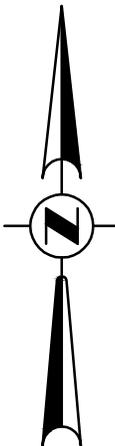
PIN: 02-11-300-015

EXHIBIT



GRANDE RESERVE UNIT 8
DOC # 200400023009

LOT 3013



N.T.S.



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

FILE NO: YO2415-DWC-EASE



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 28, 2026
Subject: **Data Center/Non-Residential Permit Fees**
Amendment to Data Center Building Permit & New MEP Plan Review Fee

SUMMARY

Staff is recommending targeted amendments to the City's building permit fee structure for large-scale data center developments. The proposed revisions are intended to better align permit and plan review fees with the extraordinary scale, technical complexity, and inspection demands of hyperscale facilities, while supporting a sustainable staffing model within the Community Development Department.

The proposed amendments include:

1. Increasing the building permit fee from \$1.00 to \$5.00 per square foot; and
2. Establishing a new Mechanical, Electrical, and Plumbing (MEP) plan review fee of \$0.75 per square foot for building area exceeding 200,000 square feet.

These changes are designed to offset anticipated staffing needs associated with current and proposed data center developments, including the planned hiring of an in-house Electrical Inspector in FY 2027 and a Mechanical Inspector in FY 2028.

BACKGROUND

The City of Yorkville continues to experience significant interest in large-scale data center developments, including CyrusOne, Project Cardinal, and Project Steel. These projects differ substantially from conventional commercial, industrial, or residential subdivision developments due to their size, intensity of MEP infrastructure, and the volume of inspections required throughout construction.

Recent large projects such as Bright Farms and Costco required a high level of staff coordination, plan review, and inspection oversight. Bright Farms, approximately 480,000 square feet, involved a total of 177 inspections, while Costco, roughly 160,000 square feet, required 188 inspections, including a mix of daily and weekly scheduled inspections. While these projects were intensive, they were still manageable through a combination of existing staff capacity and limited consultant support. By contrast, the proposed data center developments represent an order-of-magnitude increase in both technical complexity and inspection frequency and cannot be effectively reviewed or inspected in house with the City's current departmental staffing levels. Without a revised fee structure, the City would be required to absorb a significant portion of these costs through the General Fund or rely extensively on outside consultants without a proportional cost-recovery mechanism.

PROPOSED FEE AMENDMENTS

Staff recommends the following amendments to the data center building permit fee structure:

Building Permit Fee Increase

Increase the building permit fee from **\$1.00 per square foot to \$5.00 per square foot**, with the intent that the additional revenue generated will support the proposed hiring of new inspection staff directly related to data center development:

- The hiring of a full-time Electrical Inspector in FY 2027; and
- The hiring of a full-time Mechanical Inspector in FY 2028.

These positions are critical to maintaining timely inspections, minimizing project delays, and ensuring compliance with applicable building, electrical, and mechanical codes during concurrent construction of multiple large buildings.

New MEP Plan Review Fee

Establish a new **MEP plan review fee of \$0.75 per square foot** for building area exceeding **200,000 square feet**. This fee would apply to large, complex hyperscale developments and is intended to cover staff time associated with:

- Detailed internal review of mechanical, electrical, and plumbing systems.
- Coordination with third-party consultants when reviews are partially outsourced.
- Ongoing interdepartmental and interagency coordination required for these projects.

This fee recognizes that while some plan review components may be outsourced, City staff will continue to play a significant role in review oversight, coordination, and approvals.

FINANCIAL IMPACT AND COMPARATIVE ANALYSIS

Staff prepared the attached spreadsheet which provides a comparison between the original fee structure, the recently adopted fees, and the proposed amended fees. It also provides a projected per-building permit revenue for each approved or proposed data center development. Below is a summary of those findings:

CYRUS ONE - Data Center Information											
Building Name	Top of Building	Top of Equipment	Ground(sq. ft)	Total(sq. ft)	Est. Cubic Feet	Adopted Building Permit Fee (\$1,000+\$1.00 per sq. ft.)	Adopted Plan Review Fee (\$850+\$9.50 per 10,000 cu. ft. over 200,000)	PROPOSED Building Permit Fee (\$1,000+\$5.00 per sq. ft.)	Adopted Plan Review Fee (\$850+\$9.50 per 10,000 cu. ft. over 200,000)	PROPOSED NEW MEP Plan Review Fee (\$0.75 per sq. ft. over 200,000)	Est. # of Inspections
Building 1	55 feet	70 feet	143,700	287,400	20,118,000	\$ 288,400.00	\$ 19,872.10	\$ 1,438,000.00	\$ 19,872.10	\$ 65,550.00	287
Building 2	55 feet	70 feet	143,700	287,400	20,118,000	\$ 288,400.00	\$ 19,872.10	\$ 1,438,000.00	\$ 19,872.10	\$ 65,550.00	287
Building 3	55 feet	70 feet	143,700	287,400	20,118,000	\$ 288,400.00	\$ 19,872.10	\$ 1,438,000.00	\$ 19,872.10	\$ 65,550.00	287
Building 4	55 feet	70 feet	143,700	287,400	20,118,000	\$ 288,400.00	\$ 19,872.10	\$ 1,438,000.00	\$ 19,872.10	\$ 65,550.00	287
Building 5	55 feet	70 feet	143,700	287,400	20,118,000	\$ 288,400.00	\$ 19,872.10	\$ 1,438,000.00	\$ 19,872.10	\$ 65,550.00	287
Building 6	55 feet	70 feet	143,700	287,400	20,118,000	\$ 288,400.00	\$ 19,872.10	\$ 1,438,000.00	\$ 19,872.10	\$ 65,550.00	287
Building 7	55 feet	70 feet	143,700	287,400	20,118,000	\$ 288,400.00	\$ 19,872.10	\$ 1,438,000.00	\$ 19,872.10	\$ 65,550.00	287
Building 8	55 feet	70 feet	143,700	287,400	20,118,000	\$ 288,400.00	\$ 19,872.10	\$ 1,438,000.00	\$ 19,872.10	\$ 65,550.00	287
Building 9	55 feet	70 feet	143,700	287,400	20,118,000	\$ 288,400.00	\$ 19,872.10	\$ 1,438,000.00	\$ 19,872.10	\$ 65,550.00	287
Totals	55 feet	70 feet	1,289,300	2,589,600	181,062,000	\$ 2,595,600.00	\$ 176,848.90	\$ 12,942,000.00	\$ 176,848.90	\$ 589,950.00	2,585

PROJECT STEEL (PROLOGS) - Data Center Information											
Building Name	Top of Building	Top of Equipment	Ground(sq. ft)	Total(sq. ft)	Est. Cubic Feet	Adopted Building Permit Fee (\$1,000+\$1.00 per sq. ft.)	Adopted Plan Review Fee (\$850+\$9.50 per 10,000 cu. ft. over 200,000)	PROPOSED Building Permit Fee (\$1,000+\$5.00 per sq. ft.)	Adopted Plan Review Fee (\$850+\$9.50 per 10,000 cu. ft. over 200,000)	PROPOSED NEW MEP Plan Review Fee (\$0.75 per sq. ft. over 200,000)	Est. # of Inspections
Building 1	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 2	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 3	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 4	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 5	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 6	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 7	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 8	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 9	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 10	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 11	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 12	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 13	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 14	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 15	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 16	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 17	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 18	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Totals	56.5 feet	70 feet	3,411,900	6,823,800	477,666,000	\$ 6,841,800.00	\$ 467,462.70	\$ 34,137,000.00	\$ 467,462.70	\$ 2,417,850.00	6,822

PROJECT CARDINAL (PIONEER) - Data Center Information											
Building Name	Top of Building	Top of Equipment	Ground(sq. ft)	Total(sq. ft)	Est. Cubic Feet	Adopted Building Permit Fee (\$1,000+\$1.00 per sq. ft.)	Adopted Plan Review Fee (\$850+\$9.50 per 10,000 cu. ft. over 200,000)	PROPOSED Building Permit Fee (\$1,000+\$5.00 per sq. ft.)	Adopted Plan Review Fee (\$850+\$9.50 per 10,000 cu. ft. over 200,000)	PROPOSED NEW MEP Plan Review Fee (\$0.75 per sq. ft. over 200,000)	Est. # of Inspections
Building 1	55 feet	78 feet	680,600	1,361,200	105,173,600	\$ 1,362,200.00	\$ 101,629.92	\$ 6,837,000.00	\$ 101,629.92	\$ 870,895.50	1361
Building 2	55 feet	78 feet	680,591	1,361,182	105,172,196	\$ 1,362,182.00	\$ 101,629.59	\$ 6,836,910.00	\$ 101,629.59	\$ 870,896.50	1361
Building 3	55 feet	78 feet	390,000	780,000	60,840,000	\$ 781,000.00	\$ 58,588.00	\$ 3,904,000.00	\$ 58,588.00	\$ 495,000.00	780
Building 4	55 feet	78 feet	390,000	780,000	60,840,000	\$ 781,000.00	\$ 58,588.00	\$ 3,904,000.00	\$ 58,588.00	\$ 495,000.00	780
Building 5	55 feet	78 feet	680,591	1,361,182	105,172,196	\$ 1,362,182.00	\$ 101,629.59	\$ 6,836,910.00	\$ 101,629.59	\$ 870,896.50	1361
Building 6	55 feet	78 feet	680,591	1,361,182	105,172,196	\$ 1,362,182.00	\$ 101,629.59	\$ 6,836,910.00	\$ 101,629.59	\$ 870,896.50	1361
Building 7	55 feet	78 feet	680,591	1,361,182	105,172,196	\$ 1,362,182.00	\$ 101,629.59	\$ 6,836,910.00	\$ 101,629.59	\$ 870,896.50	1361
Building 8	55 feet	78 feet	680,591	1,361,182	105,172,196	\$ 1,362,182.00	\$ 101,629.59	\$ 6,836,910.00	\$ 101,629.59	\$ 870,896.50	1361
Building 9	55 feet	78 feet	680,591	1,361,182	105,172,196	\$ 1,362,182.00	\$ 101,629.59	\$ 6,836,910.00	\$ 101,629.59	\$ 870,896.50	1361
Building 10	55 feet	78 feet	680,591	1,361,182	105,172,196	\$ 1,362,182.00	\$ 101,629.59	\$ 6,836,910.00	\$ 101,629.59	\$ 870,896.50	1361
Building 11	55 feet	78 feet	680,591	1,361,182	105,172,196	\$ 1,362,182.00	\$ 101,629.59	\$ 6,836,910.00	\$ 101,629.59	\$ 870,896.50	1361
Building 12	55 feet	78 feet	390,000	780,000	60,840,000	\$ 781,000.00	\$ 58,588.00	\$ 3,904,000.00	\$ 58,588.00	\$ 495,000.00	780
Building 13	55 feet	78 feet	680,591	1,361,182	105,172,196	\$ 1,362,182.00	\$ 101,629.59	\$ 6,836,910.00	\$ 101,629.59	\$ 870,896.50	1361
Building 14	55 feet	78 feet	680,591	1,361,182	105,172,196	\$ 1,362,182.00	\$ 101,629.59	\$ 6,836,910.00	\$ 101,629.59	\$ 870,896.50	1361
Totals	55 feet	78 feet	8,698,210	17,392,020	1,380,415,590	\$ 17,327,020.00	\$ 1,299,534.78	\$ 83,579,100.00	\$ 1,299,534.78	\$ 10,884,795.00	17,311

Overall, the proposed revised fee **structure represents an approximately 270% increase per building compared to the current model.** Even with this increase, Yorkville’s proposed fees remain slightly below, but generally comparable to, permit fees assessed by peer communities such as Aurora, Elk Grove Village, and Hoffman Estates, as seen below in a comparison of the proposed City permit fees and recently constructed data center buildings in the representative communities:

AURORA - DATA CENTER PERMIT FEES		
Building Address	Total (sq. ft)	Total Permit Fees
2805 Diehl Rd.	428,000	\$ 3,228,414.60
2905 Diehl Rd.	425,000	\$ 2,580,321.28
Totals	853,000	\$ 5,808,735.88

YORKVILLE - DATA CENTER FEE COMPARISON							
Building Name	Top of Building	Total (sq. ft)	Est. Cubic Feet	Proposed Building Permit	Proposed Plan Review	Proposed MEP Fee	Total Permit Fee
Building 1	55 feet	428,000	23,540,000	\$ 2,141,000.00	\$ 23,123.00	\$ 171,000.00	\$ 2,335,123.00
Building 2	55 feet	425,000	23,375,000	\$ 2,126,000.00	\$ 22,966.25	\$ 168,750.00	\$ 2,317,716.25
							\$ 4,652,839.25

ELK GROVE VILLAGE - DATA CENTER PERMIT FEES		
Building Name	Total (sq. ft)	Total Permit Fees
1905 Lunt Ave.	379,662	\$ 2,367,193.25
Totals	379,662	\$ 2,367,193.25

YORKVILLE - DATA CENTER FEE COMPARISON							
Building Name	Top of Building	Total (sq. ft)	Est. Cubic Feet	Proposed Building Permit	Proposed Plan Review	Proposed MEP Fee	Total Permit Fee
Building 1	Undetermined	379,662	10,028,000	\$ 1,899,310.00	\$ 10,286.60	\$ 134,746.50	\$ 1,909,596.60
							\$ 1,909,596.60

HOFFMAN ESTATES - DATA CENTER PERMIT FEES		
Building Name	Total (sq. ft)	Total Permit Fees
3333 Beverly Rd.	250,000	\$ 1,761,462.04
Totals		\$ 1,761,462.04

YORKVILLE - DATA CENTER FEE COMPARISON							
Building Name	Top of Building	Total (sq. ft)	Est. Cubic Feet	Proposed Building Permit	Proposed Plan Review	Proposed MEP Fee	Total Permit Fee
Building 1	55 feet	250,000	13,750,000	\$ 1,251,000.00	\$ 13,822.50	\$ 37,500.00	\$ 1,264,822.50
							\$ 1,264,822.50

PROJECT TIMING CONSIDERATIONS

CyrusOne has indicated a tentative construction start toward the end of calendar year 2026. **This anticipated timeline reinforces the importance of implementing the proposed fee amendments in advance of permit submittals.** This will allow the City to plan staffing, budget appropriately, and ensure adequate review and inspection capacity prior to construction.

Given the likelihood that multiple data center buildings may be constructed concurrently across different developments, advance preparation is essential to avoid review backlogs, inspection delays, and increased reliance on emergency consulting services.

STAFF COMMENTS

Staff recommends proceeding with the proposed building permit and MEP plan review fee amendments to ensure appropriate and proportional cost recovery for hyperscale development projects, maintain adequate staffing levels to support timely and high-quality plan review and inspection services, and align the City’s fee structure with best practices used by comparable municipalities.

The revised fee structure improves proportional cost recovery while remaining competitive and defensible when evaluated against peer communities with similar data center development activity. Staff will be available to discuss the proposed amendments, the attached fee analysis, and anticipated staffing impacts in greater detail at the upcoming Committee meeting.

Attachments:

1. Draft Ordinance
2. Proposed redlined amendments to Section 8-10-1 Building Permit Fees
3. Amended Building Permit Fee Structure Spreadsheet
4. Data Center Permit Fee Comparison and Revenue Projections

Ordinance No. 2026-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS AMENDING THE YORKVILLE CITY CODE
(Permit Fee-Plan Review Fee Schedule)**

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

WHEREAS, pursuant to the Yorkville City Code, the City has established regulations and permitting requirements for the construction of all buildings within the boundaries of the City; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the City to Amend the City Code to revise permit fees and plan review fees to compensate for the administrative costs incurred to review plans and permits applications and all inspections as deemed necessary during construction, all as hereinafter.

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

Section 1. That the Yorkville City Code be amended to delete Section 8-10-1A in its entirety and replace it with the following:

8-10-1: Fee schedule; payment fees; fee waiver; miscellaneous fees; surcharge; stop work order; refunds; certificate of occupancy; sewer connection fee:

The hereinafter set forth fee schedule for the Building Department is the applicable fee rate schedule of the United City of Yorkville.

A. *Fee Schedule:*

Building permit fee:	
New commercial	\$750.00, plus \$0.20 per square foot
Data center (new and alteration) per building	\$1,000.00, plus \$5.00 per square foot
Addition commercial	\$500.00, plus \$0.20 per square foot
Alteration commercial	\$350.00, plus \$0.10 per square foot
New multiple-family residential	\$350.00, plus \$0.15 per square foot
Alteration multiple-family residential	\$175.00, plus \$0.10 per square foot
New one- and two-family residential	\$650.00, plus \$0.20 per square foot
Addition one- and two-family residential	\$125.00, plus \$0.10 per square foot
Alteration one- and two-family residential	\$50.00, plus \$0.05 per square foot
Improvements requiring a permit (plan review fee included):	
Commercial/residential roofing	\$50.00
Fence, patio, window replacement, or siding	\$50.00
Deck	\$135.00
Residential driveway	\$50.00
Commercial driveway/parking lot	\$90.00, plus any additional engineering review fees (per Resolution 2002-27), plus any additional consultant fees
Storage shed, pergola, arbor, or gazebo	\$50.00
Inground swimming pool	\$135.00
Above ground swimming pool	\$90.00
Portable (temporary) swimming pool	No charge
Electrical service panel replacement	\$50.00
Electrical alteration (excluding fixture replacement)	\$50.00
Sign permit (without electric)	\$50.00
Sign permit (with electric)	\$100.00
Plumbing alteration (excluding fixture replacement)	\$135.00, plus any additional consultant fees
Detached garage	\$180.00
Demolition permit	\$90.00
Building relocation	\$50.00
Temporary parking (travel trailers)	\$200.00
Tent or similar type structure	\$50.00
Elevator/escalator units	\$50.00 per unit, plus any additional consultant fees
"Other" permits not listed that require code compliance or inspection approval	\$50.00
"Occupancy permit"	\$50.00
"Temporary occupancy permit"	\$200.00
Telecommunication tower	\$750.00
Equipment shelter building for tower	\$750.00

Additional antenna or a single user group of antennas on existing tower	\$250.00
Small wireless facility on an existing utility pole or wireless support structure	\$650.00
Small wireless facility in a consolidated application for more than 1 facility on existing poles or wireless support structure	\$350.00
Small wireless facility installation on a new utility pole	\$1,000.00
Plan review fees:	
New commercial: Plan review fee based on the size of the building in cubic feet	
<u>Building Size</u>	<u>Plan Review Fee</u>
Up to 60,000 cubic feet	\$355.00
60,001 to 80,000 cubic feet	\$400.00
80,001 to 100,000 cubic feet	\$475.00
100,001 to 150,000 cubic feet	\$550.00
150,001 to 200,000 cubic feet	\$650.00
Over 200,000 cubic feet	\$650.00, plus \$6.50 per 10,000 cubic feet over or, any consultant plan review fees
Mechanical, Electrical, Plumbing (MEP): Plan review fee for any non-residential building over 200,000 square feet.	\$0.75 per square foot
New Data Center (new and alteration): Plan review fee based on the size of each building in cubic feet:	
<u>Building Size</u>	<u>Plan Review Fee</u>
Over 200,000 cubic feet	\$950.00, plus \$9.50 per 10,000 cubic feet over or, any consultant plan review fees
Alteration commercial: Plan review fee based on the size of the building in cubic feet	
<u>Building Size</u>	<u>Plan Review Fee</u>
Up to 60,000 cubic feet	\$177.50
60,001 to 80,000 cubic feet	\$200.00
80,001 to 100,000 cubic feet	\$237.50
100,001 to 150,000 cubic feet	\$275.00
150,001 to 200,000 cubic feet	\$325.00
Over 200,000 cubic feet	\$325.00, plus \$3.25 per 10,000 cubic feet over or, any consultant plan review fees
New residential	\$100.00 per "dwelling unit", or any consultant plan review fees
Engineering review fee	See section 11-8-2 of this Code
Fire protection systems:	
Fire detection/alarm systems	\$115.00 per 10,000 square feet of floor area, or any consultant fees
Fire sprinkler systems: This fee based on the following criteria:	
<u>Number of Sprinkler Heads</u>	<u>Permit Fee</u>
Up to 200	\$250.00
201 to 300	\$300.00

301 to 500	\$400.00
Over 500	\$450.00, plus \$0.60 per sprinkler over 500, or any consultant fees
Alternate fire suppression systems:	
Standpipe	\$175.00 per standpipe riser
Specialized extinguisher agent (dry or other chemical agent)	\$125.00 per 50 pounds agent
Hood and duct cooking extinguisher agent	\$150.00 flat rate, per system, or any consultant fees
Solar energy farm	\$7,000.00 per one thousand solar arrays
Wind energy system (commercial purposes)	\$2,000.00
Wind energy system (residential purposes)	\$500.00

Section 2. This Ordinance shall be in full force and effect upon its passage, publication, and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2026.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2026.

MAYOR

Attest:

CITY CLERK

8-10-1: Fee schedule; payment of fees; fee waiver; miscellaneous fees; surcharge; stop work order; refunds; certificate of occupancy; sewer connection fee:

The hereinafter set forth fee schedule for the Building Department is the applicable fee rate schedule for the United City of Yorkville:

A. *Fee schedule:*

Building permit fee:	
New commercial	\$750.00, plus \$0.20 per square foot
Data center (new and alteration) per building	\$1,000.00, plus \$ 1.00 5.00 per square foot
Addition commercial	\$500.00, plus \$0.20 per square foot
Alteration commercial	\$350.00, plus \$0.10 per square foot
New multiple-family residential	\$350.00, plus \$0.15 per square foot
Alteration multiple-family residential	\$175.00, plus \$0.10 per square foot
New one- and two-family residential	\$650.00, plus \$0.20 per square foot
Addition one- and two-family residential	\$125.00, plus \$0.10 per square foot
Alteration one- and two-family residential	\$50.00, plus \$0.05 per square foot
Improvements requiring a permit (plan review fee included):	
Commercial/residential roofing	\$50.00
Fence, patio, window replacement, or siding	\$50.00
Deck	\$135.00
Residential driveway	\$50.00
Commercial driveway/parking lot	\$90.00, plus any additional engineering review fees (per Resolution 2002-27), plus any additional consultant fees
Storage shed, pergola, arbor, or gazebo	\$50.00
Inground swimming pool	\$135.00
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Portable (temporary) swimming pool	No charge
Electrical service panel replacement	\$50.00
Electrical alteration (excluding fixture replacement)	\$50.00
Sign permit (without electric)	\$50.00
Sign permit (with electric)	\$100.00
Plumbing alteration (excluding fixture replacement)	\$135.00, plus any additional consultant fees
Detached garage	\$180.00
Demolition permit	\$90.00
Building relocation	\$50.00

Temporary parking (travel trailers)	\$200.00
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"Other" permits not listed that require code compliance or inspection approval	\$50.00
"Occupancy permit"	\$50.00
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Small wireless facility in a consolidated application for more than 1 facility on existing poles or wireless support structure	\$350.00
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<u>Building Size</u>	<u>Plan Review Fee</u>
Up to 60,000 cubic feet	\$355.00
60,001 to 80,000 cubic feet	\$400.00
80,001 to 100,000 cubic feet	\$475.00
100,001 to 150,000 cubic feet	\$550.00
150,001 to 200,000 cubic feet	\$650.00
Over 200,000 cubic feet	\$650.00, plus \$6.50 per 10,000 cubic feet over or, any consultant plan review fees
<u>Mechanical, Electrical, Plumbing (MEP): Plan review fee for any non-residential building over 200,000 square feet.</u>	<u>\$0.75 per square foot</u>
New Data Center (new and alteration): Plan review fee based on the size of each building in cubic feet:	
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Over 200,000 cubic feet	\$950.00, plus \$9.50 per 10,000 cubic feet over or, any consultant plan review fees
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80,001 to 100,000 cubic feet	\$237.50
100,001 to 150,000 cubic feet	\$275.00
150,001 to 200,000 cubic feet	\$325.00
Over 200,000 cubic feet	\$325.00, plus \$3.25 per 10,000 cubic feet over or, any consultant plan review fees
New residential	\$100.00 per "dwelling unit", or any consultant plan review fees
Engineering review fee	See section 11-8-2 of this Code
Fire protection systems:	
Fire detection/alarm systems	\$115.00 per 10,000 square feet of floor area, or any consultant fees
Fire sprinkler systems: This fee based on the following criteria:	
<u>Number of Sprinkler Heads</u>	<u>Permit Fee</u>
Up to 200	\$250.00
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Over 500	\$450.00, plus \$0.60 per sprinkler over 500, or any consultant fees
Alternate fire suppression systems:	
Standpipe	\$175.00 per standpipe riser
Specialized extinguisher agent (dry or other chemical agent)	\$125.00 per 50 pounds agent
Hood and duct cooking extinguisher agent	\$150.00 flat rate, per system, or any consultant fees
Solar energy farm	\$7,000.00 per one thousand solar arrays
Wind energy system (commercial purposes)	\$2,000.00
Wind energy system (residential purposes)	\$500.00

- B. *Payment of fees:* A permit shall not be valid until the fees prescribed by law have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, has been paid.
- C. *Fee waiver for public governmental agencies:* Permit fees associated with construction, alteration, or addition to any public governmental agency may be subject to a fifty percent (50%) to one hundred percent (100%) discount with approval and consent of the City Administrator. All out of pocket expenses and charges by outside agencies or consultants shall be paid in full prior to final approval and/or issuance of the certificate of occupancy.
- D. *Miscellaneous fees:* During the construction or remodeling process, inspections shall be made to ensure compliance with applicable building codes, ordinances, or any state and federal regulations.

Plumbing inspection fee \$45.00 each,
..... or any consultant fees

Miscellaneous inspection fee\$35.00 each

In the event that a building official or City Engineer determines, after a requested inspection, that the work fails to comply with the approved plans associated with the permit or fails to meet the requirements imposed by a local ordinance or a state statute, the permit holder may be subject to reinspection fees in accordance with the following schedule:

Building department:

First reinspection\$50.00

Second reinspection\$75.00

3 or more reinspections\$100.00 each

Engineering department reinspections\$100.00 each

- E. *Surcharge:* It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by the building code, or cause same to be done, in conflict with or in violation of any of the provisions of the building code. Any work performed prior to obtaining the appropriate permit shall be subject to a permit fee surcharge in the amount of fifty percent (50%) of the permit fee at a minimum charge of fifty dollars (\$50.00).
- F. *Stop work order:* Upon notice from the building official that work on any building or structure is being prosecuted contrary to the provisions of the locally adopted building code or in an unsafe and dangerous manner, such work shall be immediately stopped. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work; and shall state the conditions under which work will be permitted to resume. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines in the amount of two hundred dollars (\$200.00) to seven hundred fifty dollars (\$750.00) per offense. Each and every day constitutes a separate offense and shall be fined accordingly.
- G. *Refunds:* Any and all permits subject to a refund shall be subject to review and approval by the City Administrator.
- H. *Certificate of occupancy:* No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of the building code or of other ordinances of the United City of Yorkville. Certificates presuming to give authority to violate or cancel the provisions of the building code or other ordinances of the United City of Yorkville shall not be valid.
- I. *Sewer connection fee:*
 - 1. A fee is hereby established payable for each PE or drain unit at the issuance of every building permit issued by the City, for any parcel of real property located within the sanitary sewer service area depicted in exhibit A attached to the ordinance codified herein and incorporated herein by reference.
 - a. For purposes of residential sanitary sewer conversions, PE shall be calculated at the rate of twenty-five dollars (\$25.00) per PE for single-family residential properties.
 - b. For all other properties the fee shall be calculated on the basis of twenty-five dollars (\$25.00) per drain unit, as calculated per section 7-6-4-1 of this Code.

-
- c. The above fees will, in addition, accumulate interest from the time of expenditure by the City at a rate of eight percent (8%) per annum.
 2. The above fees are to be paid for all building permits issued on real property located within the sanitary sewer service area depicted in exhibit A attached to the ordinance codified herein and incorporated herein by reference, for which a new sanitary sewer connection is required.
 3. The fee is applicable to both property within the City and property outside the City boundaries which hook on to the City sanitary sewer system and are serviced by Yorkville-Bristol Sanitary District plant.
 4. This fee shall be required to be paid on all affected real properties after the ordinance codified herein is passed and approved by the City Council; and due publication thereof.
 5. The fees to be charged under the terms of the ordinance codified herein shall be imposed for a period of twenty (20) years from the passage date hereof.

This fee is in addition to any other fees charged by the City for any other purpose including any other sanitary sewer fees.

(Ord. 2010-23, 5-25-2010; amd. Ord. 2011-08, 3-22-2011; Ord. 2018-44, 7-24-2018; Ord. 2023-39, § 2, 11-14-2023; Ord. 2025-65, § 1, 9-9-2025)

AURORA - DATA CENTER PERMIT FEES		
Building Address	Total (sq. ft)	Total Permit Fees
2805 Diehl Rd.	428,000	\$ 3,228,414.60
2905 Diehl Rd.	425,000	\$ 2,580,321.28
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Totals	379,662	\$ 2,367,193.25

*10,028,000 cubic-feet

HOFFMAN ESTATES - DATA CENTER PERMIT FEES		
Building Name	Total (sq. ft)	Total Permit Fees
3333 Beverly Rd.	250,000	\$ 1,761,462.04
Totals		\$ 1,761,462.04

YORKVILLE - DATA CENTER FEE COMPARISON							
Building Name	Top of Building	Total (sq. ft)	Est. Cubic Feet	Proposed Building Permit	Proposed Plan Review	Proposed MEP Fee	Total Permit Fee
Building 1	55 feet	428,000	23,540,000	\$ 2,141,000.00	\$ 23,123.00	\$ 171,000.00	\$ 2,335,123.00
Building 2	55 feet	425,000	23,375,000	\$ 2,126,000.00	\$ 22,966.25	\$ 168,750.00	\$ 2,317,716.25
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YORKVILLE - DATA CENTER FEE COMPARISON							
Building Name	Top of Building	Total (sq. ft)	Est. Cubic Feet	Proposed Building Permit	Proposed Plan Review	Proposed MEP Fee	Total Permit Fee
Building 1	Undetermined	379,662	10,028,000	\$ 1,899,310.00	\$ 10,286.60	\$ 134,746.50	\$ 1,909,596.60
							\$ 1,909,596.60

YORKVILLE - DATA CENTER FEE COMPARISON							
Building Name	Top of Building	Total (sq. ft)	Est. Cubic Feet	Proposed Building Permit	Proposed Plan Review	Proposed MEP Fee	Total Permit Fee
Building 1	55 feet	250,000	13,750,000	\$ 1,251,000.00	\$ 13,822.50	\$ 37,500.00	\$ 1,264,822.50
							\$ 1,264,822.50

CYRUS ONE - Data Center Information											
Building Name	Top of Building	Top of Equipment	Ground (sq. ft)	Total (sq. ft)	Est. Cubic Feet	Adopted Building Permit Fee (\$1,000 + \$1.00 per sq. ft.)	Adopted Plan Review Fee (\$950 + \$9.50 per 10,000 cu. ft. over 200,000)	PROPOSED Building Permit Fee (\$1,000 + \$5.00 per sq. ft.)	Adopted Plan Review Fee (\$950 + \$9.50 per 10,000 cu. ft. over 200,000)	PROPOSED NEW MEP Plan Review Fee (\$0.75 per sq. ft. over 200,000)	Est. # of Inspections
Building 1	55 feet	70 feet	143,700	287,400	20,118,000	\$ 288,400.00	\$ 19,872.10	\$ 1,438,000.00	\$ 19,872.10	\$ 65,550.00	287
Building 2	55 feet	70 feet	143,700	287,400	20,118,000	\$ 288,400.00	\$ 19,872.10	\$ 1,438,000.00	\$ 19,872.10	\$ 65,550.00	287
Building 3	55 feet	70 feet	143,700	287,400	20,118,000	\$ 288,400.00	\$ 19,872.10	\$ 1,438,000.00	\$ 19,872.10	\$ 65,550.00	287
Building 4	55 feet	70 feet	143,700	287,400	20,118,000	\$ 288,400.00	\$ 19,872.10	\$ 1,438,000.00	\$ 19,872.10	\$ 65,550.00	287
Building 5	55 feet	70 feet	143,700	287,400	20,118,000	\$ 288,400.00	\$ 19,872.10	\$ 1,438,000.00	\$ 19,872.10	\$ 65,550.00	287
Building 6	55 feet	70 feet	143,700	287,400	20,118,000	\$ 288,400.00	\$ 19,872.10	\$ 1,438,000.00	\$ 19,872.10	\$ 65,550.00	287
Building 7	55 feet	70 feet	143,700	287,400	20,118,000	\$ 288,400.00	\$ 19,872.10	\$ 1,438,000.00	\$ 19,872.10	\$ 65,550.00	287
Building 8	55 feet	70 feet	143,700	287,400	20,118,000	\$ 288,400.00	\$ 19,872.10	\$ 1,438,000.00	\$ 19,872.10	\$ 65,550.00	287
Building 9	55 feet	70 feet	143,700	287,400	20,118,000	\$ 288,400.00	\$ 19,872.10	\$ 1,438,000.00	\$ 19,872.10	\$ 65,550.00	287
Totals	55 feet	70 feet	1,293,300	2,586,600	181,062,000	\$ 2,595,600.00	\$ 178,848.90	\$ 12,942,000.00	\$ 178,848.90	\$ 589,950.00	2,583

Adopted Total Building Permit Revenue per Bldg \$ 308,272.10
 Adopted Overall Building Permit Revenue \$ 2,774,448.90
 Proposed Total Building Permit Revenue per Bldg \$ 1,523,422.10
 Proposed Overall Building Permit Revenue \$ 13,710,798.90

Proposed Hourly Salary for all inspectors + new Electrical Inspector and Mechanical Inspector \$ 587.61
 Proposed Overall Permit Fee per square foot \$ 5.00

PROJECT STEEL (PROLOGIS) - Data Center Information											
Building Name	Top of Building	Top of Equipment	Ground (sq. ft)	Total (sq. ft)	Est. Cubic Feet	Adopted Building Permit Fee (\$1,000 + \$1.00 per sq. ft.)	Adopted Plan Review Fee (\$950 + \$9.50 per 10,000 cu. ft. over 200,000)	PROPOSED Building Permit Fee (\$1,000 + \$5.00 per sq. ft.)	Adopted Plan Review Fee (\$950 + \$9.50 per 10,000 cu. ft. over 200,000)	PROPOSED NEW MEP Plan Review Fee (\$0.75 per sq. ft. over 200,000)	Est. # of Inspections
Building 1	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 2	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 3	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 4	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 5	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 6	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 7	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 8	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 9	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 10	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 11	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 12	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 13	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 14	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 15	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 16	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 17	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Building 18	56.5 feet	70 feet	189,550	379,100	26,537,000	\$ 380,100.00	\$ 25,970.15	\$ 1,896,500.00	\$ 25,970.15	\$ 134,325.00	379
Totals	56.5 feet	70 feet	3,413,900	6,827,800	477,666,000	\$ 6,841,800.00	\$ 467,462.70	\$ 34,137,000.00	\$ 467,462.70	\$ 2,417,850.00	6,822

Adopted Total Building Permit Revenue per Bldg \$ 406,070.15
 Adopted Overall Building Permit Revenue \$ 3,305,262.70
 Proposed Total Building Permit Revenue per Bldg \$ 2,056,795.15
 Proposed Overall Building Permit Revenue \$ 37,022,312.70

Proposed Hourly Salary for all inspectors + new Electrical Inspector and Mechanical Inspector \$ 587.61
 Proposed Overall Permit Fee per square foot \$ 5.00

PROJECT CARDINAL (PIONEER) - Data Center Information											
Building Name	Top of Building	Top of Equipment	Ground (sq. ft)	Total (sq. ft)	Est. Cubic Feet	Adopted Building Permit Fee (\$1,000 + \$1.00 per sq. ft.)	Adopted Plan Review Fee (\$950 + \$9.50 per 10,000 cu. ft. over 200,000)	PROPOSED Building Permit Fee (\$1,000 + \$5.00 per sq. ft.)	Adopted Plan Review Fee (\$950 + \$9.50 per 10,000 cu. ft. over 200,000)	PROPOSED NEW MEP Plan Review Fee (\$0.75 per sq. ft. over 200,000)	Est. # of Inspections
Building 1	55 feet	78 feet	680,600	1,361,200	106,173,600	\$ 1,362,200.00	\$ 101,624.92	\$ 6,807,000.00	\$ 101,624.92	\$ 870,886.50	1361
Building 2	55 feet	78 feet	680,591	1,361,182	106,172,196	\$ 1,362,182.00	\$ 101,623.59	\$ 6,806,910.00	\$ 101,623.59	\$ 870,886.50	1361
Building 3	55 feet	78 feet	390,000	780,000	60,840,000	\$ 781,000.00	\$ 58,558.00	\$ 3,901,000.00	\$ 58,558.00	\$ 495,000.00	780
Building 4	55 feet	78 feet	390,000	780,000	60,840,000	\$ 781,000.00	\$ 58,558.00	\$ 3,901,000.00	\$ 58,558.00	\$ 495,000.00	780
Building 5	55 feet	78 feet	680,591	1,361,182	106,172,196	\$ 1,362,182.00	\$ 101,623.59	\$ 6,806,910.00	\$ 101,623.59	\$ 870,886.50	1361
Building 6	55 feet	78 feet	680,591	1,361,182	106,172,196	\$ 1,362,182.00	\$ 101,623.59	\$ 6,806,910.00	\$ 101,623.59	\$ 870,886.50	1361
Building 7	55 feet	78 feet	680,591	1,361,182	106,172,196	\$ 1,362,182.00	\$ 101,623.59	\$ 6,806,910.00	\$ 101,623.59	\$ 870,886.50	1361
Building 8	55 feet	78 feet	680,591	1,361,182	106,172,196	\$ 1,362,182.00	\$ 101,623.59	\$ 6,806,910.00	\$ 101,623.59	\$ 870,886.50	1361
Building 9	55 feet	78 feet	680,591	1,361,182	106,172,196	\$ 1,362,182.00	\$ 101,623.59	\$ 6,806,910.00	\$ 101,623.59	\$ 870,886.50	1361
Building 10	55 feet	78 feet	680,591	1,361,182	106,172,196	\$ 1,362,182.00	\$ 101,623.59	\$ 6,806,910.00	\$ 101,623.59	\$ 870,886.50	1361
Building 11	55 feet	78 feet	680,591	1,361,182	106,172,196	\$ 1,362,182.00	\$ 101,623.59	\$ 6,806,910.00	\$ 101,623.59	\$ 870,886.50	1361
Building 12	55 feet	78 feet	390,000	780,000	60,840,000	\$ 781,000.00	\$ 58,558.00	\$ 3,901,000.00	\$ 58,558.00	\$ 495,000.00	780
Building 13	55 feet	78 feet	680,591	1,361,182	106,172,196	\$ 1,362,182.00	\$ 101,623.59	\$ 6,806,910.00	\$ 101,623.59	\$ 870,886.50	1361
Building 14	55 feet	78 feet	680,591	1,361,182	106,172,196	\$ 1,362,182.00	\$ 101,623.59	\$ 6,806,910.00	\$ 101,623.59	\$ 870,886.50	1361
Totals	55 feet	78 feet	8,656,519	17,313,030	1,350,415,560	\$ 17,327,020.00	\$ 1,293,534.78	\$ 86,579,100.00	\$ 1,293,534.78	\$ 10,884,765.00	17,311

Adopted Total Building Permit Revenue per Bldg \$ 1,461,824.92
 Adopted Overall Building Permit Revenue \$ 18,620,554.78
 Proposed Total Building Permit Revenue per Bldg \$ 7,779,524.92
 Proposed Overall Building Permit Revenue \$ 98,757,399.78

Proposed Hourly Salary for all inspectors + new Electrical Inspector and Mechanical Inspector \$ 587.61
 Proposed Overall Permit Fee per square foot \$ 5.00

Adopted Total Est. Revenue \$ 28,704,266.38
 Proposed Total Est. Revenue \$ 149,490,511.38



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"/>
Economic Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2025-14 & EDC 2025-85

Agenda Item Summary Memo

Title: PZC 2025-14 YSD 115 (Annexation & Rezone)

Meeting and Date: City Council – February 10, 2026

Synopsis: Request for annexation and rezoning to accommodate public school facilities.

Council Action Previously Taken:

Date of Action: PZC – 1/14/26 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2025-14 & EDC 2025-85

Type of Vote Required: Annexing Ordinance – Majority
Annexation Agreement Ordinance – Supermajority (6 out of 9)
Rezoning Ordinance – Majority

Council Action Requested: Approval

Submitted by: Sara Mendez Community Development
Name Department

Agenda Item Notes:

See attached memo.



Memorandum

To: City Council
From: Sara Mendez, Senior Planner
CC: Bart Olson, City Administrator
Krysti Barksdale-Noble, Community Development Director
David Hansen, Senior Planner
Thian Dim, Planner I
Date: February 2, 2026
Subject: **PZC 2025-14 YSD 115**
Proposed Annexation & Rezoning Request for school facilities

SUMMARY:

An application for annexation and rezoning has been submitted by Heather DiVerde, on behalf of the Yorkville School District 115, to the United City of Yorkville, Kendall County, Illinois. The request is seeking approval to annex three (3) parcels #02-30-400-006, #02-31-226-002, and #02-29-300-002 totaling approximately 155-acres and is generally located north of River Road, west of Game Farm Road, and east of Eldmain Road. Additionally, the petitioner is seeking approval for rezoning the three (3) subject parcels from the R-1 Single-Family Suburban Residence District to PI Public Institutional District accommodate public school facilities.



YSD 115

United City of Yorkville, Illinois
Date: September 23, 2025
Data: Kendall County



ANNEXATION REQUEST:

As mentioned, the applicant seeks annexation of three (3) unincorporated parcels, #02-30-400-006, #02-31-226-002, and #02-29-300-002 totaling approximately 155-acres to accommodate public school facilities. Contiguity of subject parcels #02-30-400-006 and #02-31-226-002 and Yorkville’s current corporate boundary is established immediately north of John Street (Rush Copley). Contiguity of subject parcel #02-29-300-002 and Yorkville’s current corporate boundary is established immediately west of Game Farm Road (Yorkville School District 115 High School).

REZONING REQUEST:

Per Section 10-3-4 of the Yorkville Unified Development Ordinance (UDO), any territory annexed to the city shall automatically be classified within the R-1 Single-Family Suburban Residential District. Therefore, the petitioner is seeking rezoning within the PI Public Institutional District for the three (3) subject parcels.

Table 10-3-12(B) Institutional, Public, and Utility of Yorkville’s Unified Development Ordinance identifies schools, public or private, as a permitted use in the PI Public Institutional District.

PLANNING & ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission held a public hearing for the rezoning request for the subject parcels on January 14, 2026. The commission made the following actions on the motion below:

In consideration of testimony presented during a Public Hearing on January 14, 2026 and discussion of findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for rezoning from the R-1 Single-Family Suburban Residence District to the PI Public Institutional District, to accommodate public school facilities for Yorkville School District 115, for three (3) parcels totaling approximately 155-acres (PINS #02-30-400-006, #02-31-226-002, and #02-29-300-002), generally located north of River Road, west of Game Farm Road, and east of Eldamain Road.

Action Item:

Linnane – aye; Green – aye; Williams – aye; Crouch – aye; Vinyard – aye; Wally – aye
6 ayes; 0 nays

ATTACHMENTS:

1. Draft Annexation Ordinance
2. Draft Ordinance Approving Annexation Ordinance
3. Draft Annexation Agreement
4. Draft Rezoning Ordinance
5. Planning and Zoning Commission Staff Memo
6. Plan Council memo dated 10.27.25
7. Public Hearing Notice - Rezoning
8. Annexation Application
9. Rezoning Application
10. Legal Description of PINS #02-30-400-006, #02-31-226-002, and PIN #02-29-300-002
11. Plat of Annexation of PINS #02-30-400-006 and #02-31-226-002
12. Plat of Annexation of PIN #02-29-300-002
13. Email Regarding Rezoning dated 01.23.26

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS
ANNEXING CERTAIN TERRITORY LOCATED GENERALLY NORTH OF
RIVER ROAD, WEST OF GAME FARM ROAD, AND EAST OF ELDAMAIN
ROAD, TO THE UNITED CITY OF YORKVILLE
(Yorkville School District 115)**

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

WHEREAS, a duly executed *PETITION FOR ANNEXATION*, signed by an authorized representative of Yorkville Community Unit School District 115, the owner of record, has been filed with the City, requesting that certain territory legally described hereinafter be annexed to the City; and

WHEREAS, there are no electors residing within said territory; and

WHEREAS, the said territory is not within the corporate limits of any municipality, but is contiguous to the City; and

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by state statute; and

WHEREAS, the legal owners or record of said territory and the City have entered into a valid and binding annexation agreement relating to such territory; and

WHEREAS, all petitions, documents and other necessary legal requirements are in full compliance with the terms of the annexation agreement and with the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code; and

WHEREAS, it is in the best interests of the City that said territory be annexed.

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

Section 1. That the property to be annexed is identified by property index numbers 02-30-400-006, 02-31-226-002, and 02-29-300-002 and legally described and depicted in the Plats of Annexation, attached hereto as *Exhibit A* and *Exhibit B*.

Section 2. That the territory described in Section 1 above is hereby annexed to the United City of Yorkville, Illinois.

Section 3. That the City Clerk is hereby directed within 90 days from the effective date of this ordinance to record or cause to be recorded with the Office of the Kendall County Recorder and to file with the Kendall County Clerk a certified copy of this Ordinance, together with each *Plat of Annexation* appended to this Ordinance.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[Remainder of page intentionally blank; roll call vote follows]

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2026.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2026.

MAYOR

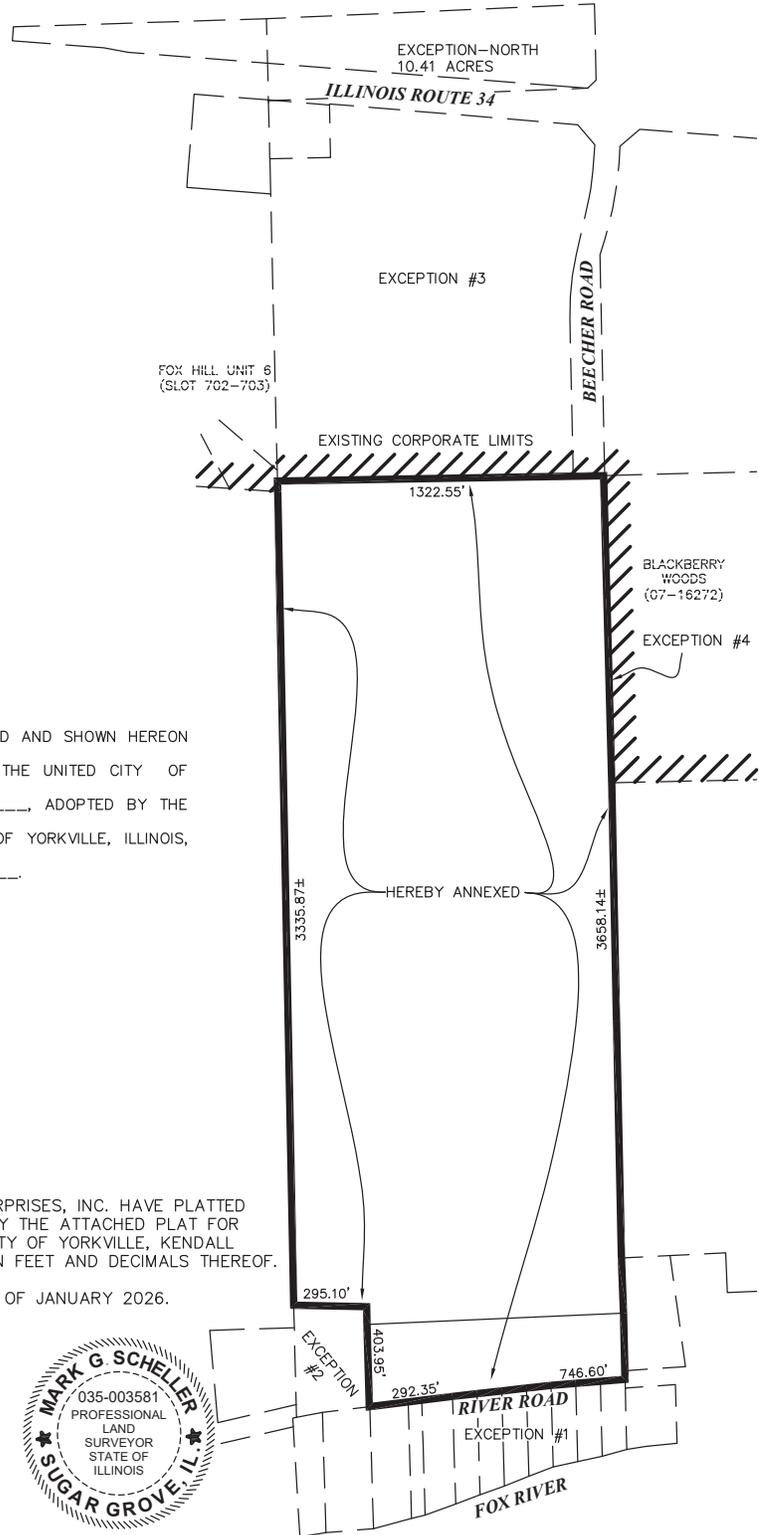
Attest:

CITY CLERK

PLAT OF ANNEXATION TO THE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS



0 500 1000
SCALE FEET
P.I.N.S 02-30-400-006
02-31-226-002



STATE OF ILLINOIS)
COUNTY OF KENDALL)ss

THIS IS TO CERTIFY THAT THE TERRITORY DESCRIBED AND SHOWN HEREON WAS INCORPORATED INTO AND MADE A PART OF THE UNITED CITY OF YORKVILLE, ILLINOIS BY ORDINANCE No. _____, ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20____.

CITY CLERK

STATE OF ILLINOIS)
COUNTY OF KANE)S.S.

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES, INC. HAVE PLATTED THE PROPERTY DESCRIBED HEREON, AS SHOWN BY THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

DATED AT SUGAR GROVE, ILLINOIS, THIS 6th DAY OF JANUARY 2026.

BY: 
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3581
(EXP. 11/30/26)



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

PROJECT NO: Y02529
FILE NO: Y02529 ANNEX 02-31-226-002

PLAT OF ANNEXATION TO THE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS

THE EAST HALF OF THE NORTHEAST QUARTER (EXCEPT 10.41 ACRES ON THE NORTH END THEREOF), AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, AND THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31 NORTH OF THE FOX RIVER, CONTAINING 20.42 ACRES, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE TOWN OF BRISTOL, IN THE COUNTY OF KENDALL, AND STATE OF ILLINOIS; SUBJECT TO THE RIGHT-OF-WAY FOR HIGHWAY PURPOSES DESCRIBED IN DEED RECORD 72 PAGE 560 AND DEED RECORD 98 PAGE 131, RECORDS OF KENDALL COUNTY, ILLINOIS.

EXCEPTION 1

(EXCEPTING THEREFROM) THE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED, DATED JUNE 7TH, 1947, MADE BY EDWARD J. HEINZ AND MARY D. HEINZ, HIS WIFE, TO LAURENCE J. FLYNN, ALMA FLYNN, WILLIAM C. BUCKBERG, RECORDED IN WARRANTY DEED RECORD 97 PAGE 435, RECORDS OF KENDALL COUNTY, ILLINOIS.

EXCEPTION 2

(AND EXCEPTING) THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30 AND OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 31, 277.6 FEET TO THE CENTERLINE OF THE NORTH RIVER ROAD; THENCE SOUTH 86 DEGREES 06 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE 746.6 FEET; THENCE SOUTH 84 DEGREES 36 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE 292.35 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 53 MINUTES 00 SECONDS EAST 403.95 FEET; THENCE NORTH 87 DEGREES 12 MINUTES 00 SECONDS WEST 295.1 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE EAST HALF OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, 454 FEET TO SAID CENTERLINE OF NORTH RIVER ROAD; THENCE NORTH 82 DEGREES 46 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE 202.65 FEET; THENCE NORTH 84 DEGREES 23 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE 93.7 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

EXCEPTION 3

(AND ALSO EXCEPTING) THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 39 MINUTES 10 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 378.90 FEET TO THE NORTH RIGHT-OF-WAY LINE OF U.S. ROUTE NO. 34 FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 39 MINUTES 10 SECONDS EAST ALONG SAID EAST LINE, 1532.20 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 00 SECONDS WEST 1322.55 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER; THENCE NORTHERLY ALONG SAID WEST LINE, 1670.29 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE EASTERLY ALONG SAID NORTH LINE, 1330.88 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE EASTERLY ALONG SAID NORTH LINE, 1330.88 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 48.647 ACRES.

EXCEPTION 4

(AND ALSO EXCEPTING) THAT PART OF THE EAST HALF OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND STONE AT THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE NORTH 01 DEGREE 10 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 2650.43 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 30 FOR THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 10 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE, 502.04 FEET; THENCE SOUTH 88 DEGREES 45 MINUTES 41 SECONDS WEST 2.48 FEET; THENCE NORTH 01 DEGREE 14 MINUTES 18 SECONDS WEST, 1241.43 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 52 SECONDS EAST, 2.19 FEET TO A POINT ON SAID EAST LINE, SAID POINT BEING 739.40 FEET NORTHERLY OF SAID EAST QUARTER CORNER; THENCE SOUTH 01 DEGREE 18 MINUTES 22 SECONDS EAST ALONG SAID EAST LINE, 739.40 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS



Engineering Enterprises, Inc. CONSULTING ENGINEERS

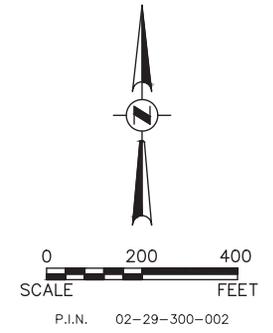
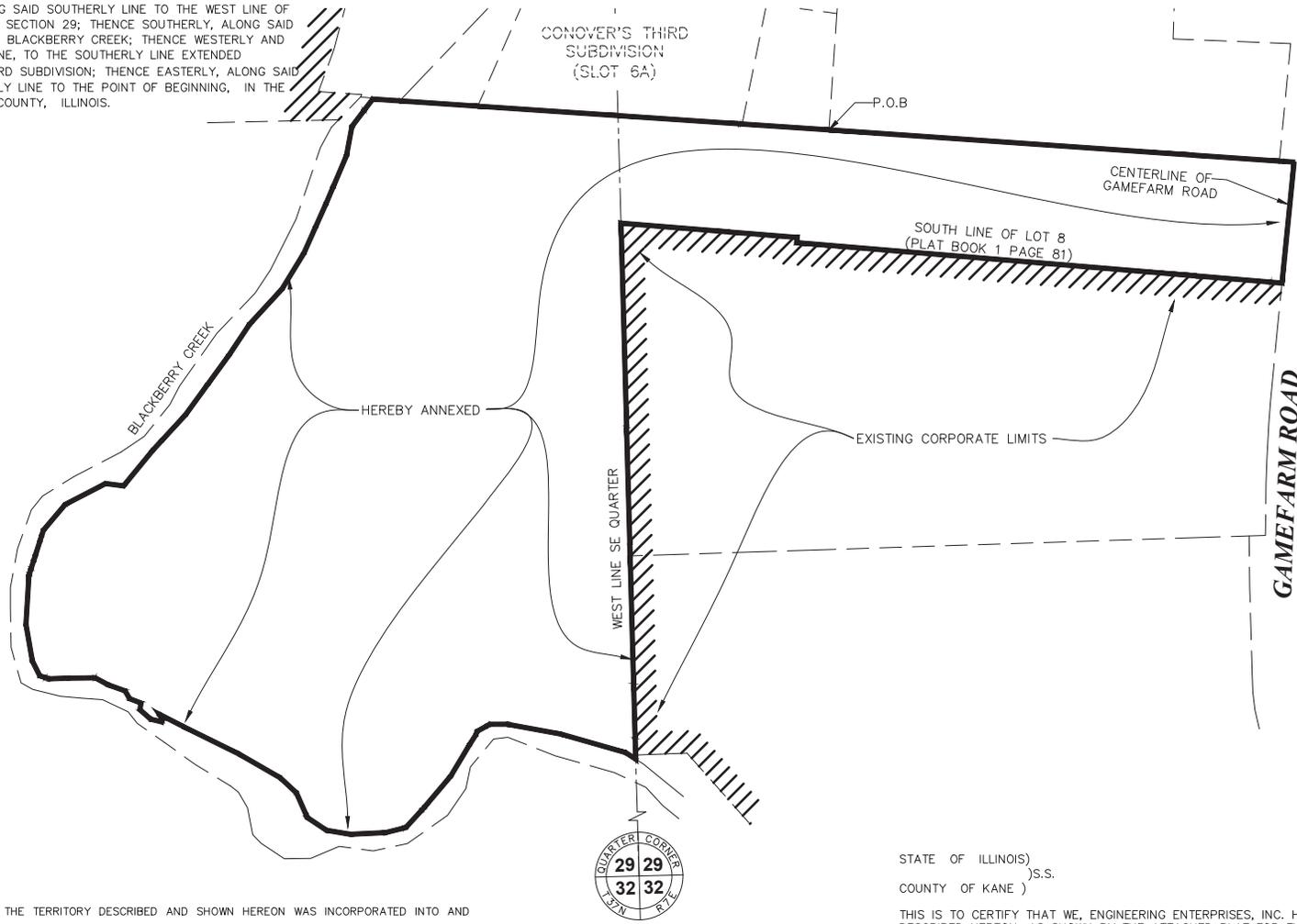
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

PROJECT NO: Y02529
FILE NO: Y02529 ANNEX 02-31-226-002

LEGAL DESCRIPTION:

THAT PART OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG THE EXTENSION OF THE SOUTHERLY LINE OF SAID SUBDIVISION, TO THE CENTER LINE OF GAME FARM ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE OF GAME FARM ROAD TO THE SOUTHERLY LINE OF LOT 8 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN BY PLAT BOOK 1 PAGE 81; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTHERLY, ALONG SAID WEST LINE, TO THE CENTERLINE OF BLACKBERRY CREEK; THENCE WESTERLY AND NORTHERLY, ALONG SAID CENTERLINE, TO THE SOUTHERLY LINE EXTENDED WESTERLY OF SAID CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG SAID EXTENDED LINE AND THE SOUTHERLY LINE TO THE POINT OF BEGINNING, IN THE UNITED CITY YORKVILLE, KENDALL COUNTY, ILLINOIS.

PLAT OF ANNEXATION TO THE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS



STATE OF ILLINOIS)
COUNTY OF KENDALL)ss

THIS IS TO CERTIFY THAT THE TERRITORY DESCRIBED AND SHOWN HEREON WAS INCORPORATED INTO AND MADE A PART OF THE UNITED CITY OF YORKVILLE, ILLINOIS BY ORDINANCE No. _____, ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20__.

CITY CLERK

STATE OF ILLINOIS)
COUNTY OF KANE)S.S.

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES, INC. HAVE PLATTED THE PROPERTY DESCRIBED HEREON, AS SHOWN BY THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF MONTGOMERY, KANE COUNTY, ILLINOIS. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

DATED AT SUGAR GROVE, ILLINOIS, THIS 25th DAY OF SEPTEMBER 2025.

BY: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3581
(EXP. 11/30/26)



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

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

NO.	DATE	REVISIONS

DATE: SEPTEMBER 25, 2025
PROJECT NO. Y02529
FILE NO Y02529 ANNEX HS
PAGE 1 OF 1

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT
BY AND BETWEEN THE UNITED CITY OF YORKVILLE AND
YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115**

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

WHEREAS, Yorkville Community Unit School District 115 (the "*Owner*"), desires to enter into an Annexation Agreement (the "*Agreement*"), regarding property owned by the Owner which is approximately 155 acres legally described and identified in the Agreement, attached hereto as Exhibit A (the "*Subject Property*"); and

WHEREAS, the Subject Property is contiguous with the existing corporate limits of the City and is not within the boundary of any other city; and

WHEREAS, a public hearing was conducted by the Mayor and City Council (the "*Corporate Authorities*") on the Agreement on January 13, 2025, and all notices required by law have been given by the City and Owner; and

WHEREAS, the statutory procedures provided in Section 11-15.1-1 of the Illinois Municipal Code for the execution of the annexation agreement have been fully complied with; and

WHEREAS, the Corporate Authorities have concluded that the approval and execution of the proposed Agreement, attached hereto, is in the best interests of the health, safety, and welfare of the City.

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

Section 1. The above recitals are incorporated and made a part of this Ordinance.

Section 2. The *Annexation Agreement* attached hereto and made a part hereof by reference as Exhibit B, be and is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver said Agreement.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2026.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2026.

MAYOR

Attest:

CITY CLERK

parcels #02-30-400-006 & #02-31-226-002

Exhibit A

STATE OF ILLINOIS)

)SS

COUNTY OF LASALLE)

To: CHICAGO TITLE INSURANCE COMPANY

This is to certify that this map or plat and the survey on which it was 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 does not include Table A items. The initial fieldwork was completed on 09/06/2024.

Legal Description as Provided on Title Commitment

The East Half of the Northeast Quarter (Except 10.41 acres on the North End thereof), and the East Half of the Southeast Quarter of Section 30, and that part of the East Half of the Northeast Quarter of Section 31 North of the Fox River, containing 20.42 acres, all in Township 37 North, Range 7 East of the Third Principal Meridian, situated in the Town of Bristol, in the County of Kendall, and State of Illinois; subject to the Right-of-Way for Highway Purposes described in Deed Record 72 Page 560 and Deed Record 98 Page 131, Records of Kendall County, Illinois.

Exception 1

(EXCEPTING THEREFROM) The tract of land described in the Warranty Deed, dated June 7th, 1947, Made by Edward J. Heinz and Mary D. Heinz, his wife, to Laurence J. Flynn, Alma Flynn, William C. Buckberg, recorded in Warranty Deed Record 97 Page 435, Records of Kendall County, Illinois.

Exception 2

(AND EXCEPTING) That part of the East Half of the Southeast Quarter of Section 30 and of the East Half of the Northeast Quarter of Section 31, Township 37 North Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Section 31; thence South along the East line of said Section 31, 277.6 feet to the centerline of the North River road; thence South 86 degrees 06 minutes 00 seconds West along said Centerline 746.6 feet; thence South 84 degrees 36 minutes 00 seconds West along said Centerline 292.35 feet for the Point of Beginning; thence North 00 degrees 53 minutes 00 seconds East

403.95 feet; thence North 87 degrees 12 minutes 00 seconds West 295.1 feet to the West line of the Southeast Quarter of the East Half of said Section 30; thence South 00 degrees 53 minutes 00 seconds West along said West line and the West line of the East Half of the Northeast Quarter of Section 31, 454 feet to said Centerline of North River Road; thence North 82 degrees 46 minutes 00 seconds East along said centerline 202.65 feet; thence North 84 degrees 23 minutes 00 seconds East along said Centerline 93.7 feet to the Point of Beginning, in the Township of Bristol, Kendall County, Illinois.

Exception 3

(AND ALSO EXCEPTING) That part of the Northeast Quarter of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 39 minutes 10 seconds East along the East line of said Northeast Quarter 378.90 feet to the North Right-of-Way line of U.S. Route No. 34 for a Point of Beginning; thence South 00 degrees 39 minutes 10 seconds East along said East line, 1532.20 feet; thence South 89 degrees 05 minutes 00 seconds West 1322.55 feet to the West line of the East Half of said Northeast Quarter; thence Northerly along said West line, 1670.29 feet to said North Right-of-Way line; thence Easterly along said North line, 1330.88 feet to said North Right-of-Way line; Thence Easterly along said North line, 1330.88 feet to the Point of beginning in Bristol Township, Kendall County, Illinois and containing 48.647 acres.

Exception 4

(AND ALSO EXCEPTING) That part of the East Half of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian being described as follows: Commencing at a found Stone at the Southeast corner of said Section 30; thence North 01 degree 10 minutes 20 seconds West along the East line of said Section 30, a distance of 2650.43 feet to the East Quarter corner of said Section 30 for the Point of Beginning; thence South 01 degrees 10 minutes 20 seconds East along said East line, 502.04 feet; thence South 88 degrees 45 minutes 41 seconds West 2.48 feet; thence North 01 degree 14 minutes 18 seconds West, 1241.43 feet; thence North 88 degrees 29 minutes 52 seconds East, 2.19 feet to a point on said East line, said Point being 739.40 feet Northerly of said East Quarter corner; thence South 01 degree 18 minutes 22 seconds East along said East line, 739.40 feet to the Point of Beginning, all in Township of Bristol, Kendall County, Illinois.

SCHEDULE B - PART II

General Exceptions

1. Rights or claims of parties in possession not shown by Public Records (Not known to surveyor at time of Survey.)

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (Not known to surveyor at time of Survey.)

3. Easements, or claims of easements, not shown by the Public Records. (Not known to surveyor at time of Survey.)

4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records (Not known to surveyor at time of Survey.)

5. Taxes or special assessments which are not shown as existing liens by the Public Records (Not known to surveyor at time of Survey.)

21. Rights of the Public, the State of Illinois, and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein. North River Road: County of Kendall (As shown on Survey.)

22. Rights of Way for drainage tiles, ditches, feeders, laterals, and underground pipes, if any. (As shown on Survey.)

24. Easement Contract Grant of Permanent Sewer and Water easement and Temporary Construction Easement recorded July 27, 1994 as document 9407616 (1994-07616), made by Merchants National Bank of Aurora, as Trustee under Trust Agreement dated October 2, 1973 and known as Trust Number 2175 to the City of Yorkville, a municipal corporation of Illinois (As shown on Survey.)

25. Water lines and manholes appurtenant to the easement shown above, as shown on Plat of Survey made by R.B. & Associates Land Surveyors, Inc. dated February 26, 2004 JOB#2004-11888-001 b (As shown on Survey.)

26. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: Illinois Bell Telephone Company, it's successors and assigns.

Purpose: Easement

Recording Date: February 27, 1974

Recording No.: 74-752

Affects: The S1/2 (South Half) of a public road known as U.S.

Route 34 in the East 1/2 (East Half) of the NE 1/4 (Northeast Quarter) 30-37-7 (Section 30, Township 37 North, Range 7 East) (Easement is in no part contained within the bounds of this parcel. See description and area marked "Exception 3", wherein above easement is contained in-whole or in-part.)

27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Yorkville-Bristol Sanitary District

Purpose: Easement

Recording Date: December 14, 2004

Recording No.: 200400034866

(As shown on Survey.)

YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT

PARCEL 02-29-300-002

THAT PART OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG THE EXTENSION OF THE SOUTHERLY LINE OF SAID SUBDIVISION, TO THE CENTER LINE OF GAME FARM ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE OF GAME FARM ROAD TO THE SOUTHERLY LINE OF LOT 8 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN BY PLAT BOOK 1 PAGE 81; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTHERLY, ALONG SAID WEST LINE, TO THE CENTERLINE OF BLACKBERRY CREEK; THENCE WESTERLY AND NORTHERLY, ALONG SAID CENTERLINE, TO THE SOUTHERLY LINE EXTENDED WESTERLY OF SAID CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG SAID EXTENDED LINE AND THE SOUTHERLY LINE TO THE POINT OF BEGINNING, IN THE UNITED CITY YORKVILLE, KENDALL COUNTY, ILLINOIS.

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter (“*Agreement*”), is made and entered into this ___ day of _____ 2026, by and between the United City of Yorkville, a municipal corporation, hereinafter referred to as “*City*” and the Board of Education of Yorkville Community Unit School District 115, hereinafter referred to as “*Owner*”.

WITNESSETH:

WHEREAS, the Owner owns fee simple interest to the real property, which is legally and further depicted in the Plats of Annexation attached hereto as *Exhibit A* and *Exhibit B*, consisting of approximately 155 acres, more or less (the “*Subject Property*”); and

WHEREAS, it is the desire of the Owner to provide for the annexation of the Subject Property and to use the Subject Property in accordance with the terms of this Agreement and the ordinances of the City; and, to provide that when annexed, the Subject Property is to be zoned as PI Public Institutional District; and

WHEREAS, it is the desire of the Mayor and City Council (the “*Corporate Authorities*”) to annex the Subject Property and permit the zoning, all being pursuant to the terms and conditions of this Agreement and the ordinances of the City; and

WHEREAS, Owner and City have or will perform and execute all acts required by law to effectuate such annexation; and

WHEREAS, all notices and publications as required by law relating to the zoning of the Subject Property and the Agreement have been published and given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Municipal Code (the “*Municipal Code*”); and

WHEREAS, the Corporate Authorities of the City have duly fixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Municipal Code; and

WHEREAS, the Planning and Zoning Commission of the City has duly held all public hearings relating to zoning, all as required by the provisions of the City's Zoning Code and the Municipal Code; and

WHEREAS, the Owner and City agree that upon Annexation to the City of the Subject Property shall be placed in the PI Public Institutional District; and

WHEREAS, in accordance with the powers granted to the City by the provisions of Section 11-15.1-1 *et seq.* of the Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*), relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the future annexation, and zoning of the Subject Property and to provide for various other matters related directly or indirectly to the annexation and use of the Subject Property during the term of this Agreement as authorized by the provisions of said statutes.

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the City and the Owner agree as follows:

Section 1. Annexation.

The Owner has filed with the Clerk of the City a duly and properly executed petition pursuant to, and in accordance with, the provisions of Section 5/7-1-1 *et seq.* of the Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville.

Section 2. Zoning.

The City hereby agrees, contemporaneously with annexation, that the City shall undertake procedures as required by the City's Unified Development Ordinance to rezone the Subject Property as PI Public Institutional District.

Section 3. Binding Effect and Term.

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees, and successor lessees, and upon any successor municipal authority of the City and the successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto.

Section 4. Notices and Remedies.

Upon a breach of this Agreement, the parties hereto agree that the venue shall be the Circuit Court of Kendall County. It is further understood by the parties hereto that upon breach of this Agreement the non-defaulting party may exercise any remedy available at law or equity.

Before any failure of any part of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

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

With a copy to: Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
2441 Warrenville Road
Suite 310
Lisle, Illinois 60532
Attn: Kathleen Field Orr

To the Owner: Yorkville Community Unit School District
800 Game Farm Road
Yorkville, Illinois 60560
Attn: Superintendent

With a copy to: Hodges Loizzi, Eisenhammer, Rodick & Kohn LLP
500 Park Boulevard,
Suite 1000
Itasca, IL 60143
Attn: Kerry B. Pipal

Section 5. Agreement to Prevail over Ordinances.

In the event of any conflict between this Agreement and any ordinances of the City in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provisions of this Agreement shall prevail to the of any such conflict or inconsistency.

Section 6. Provisions.

If any provision of this Agreement or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions, and provisions of this Agreement and, to that end, any terms, conditions, and provisions of this Agreement are declared to be severable.

[Remainder of page intentionally blank, signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Annexation Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, an Illinois
municipal corporation

By: _____
Mayor

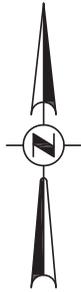
Attest:

City Clerk

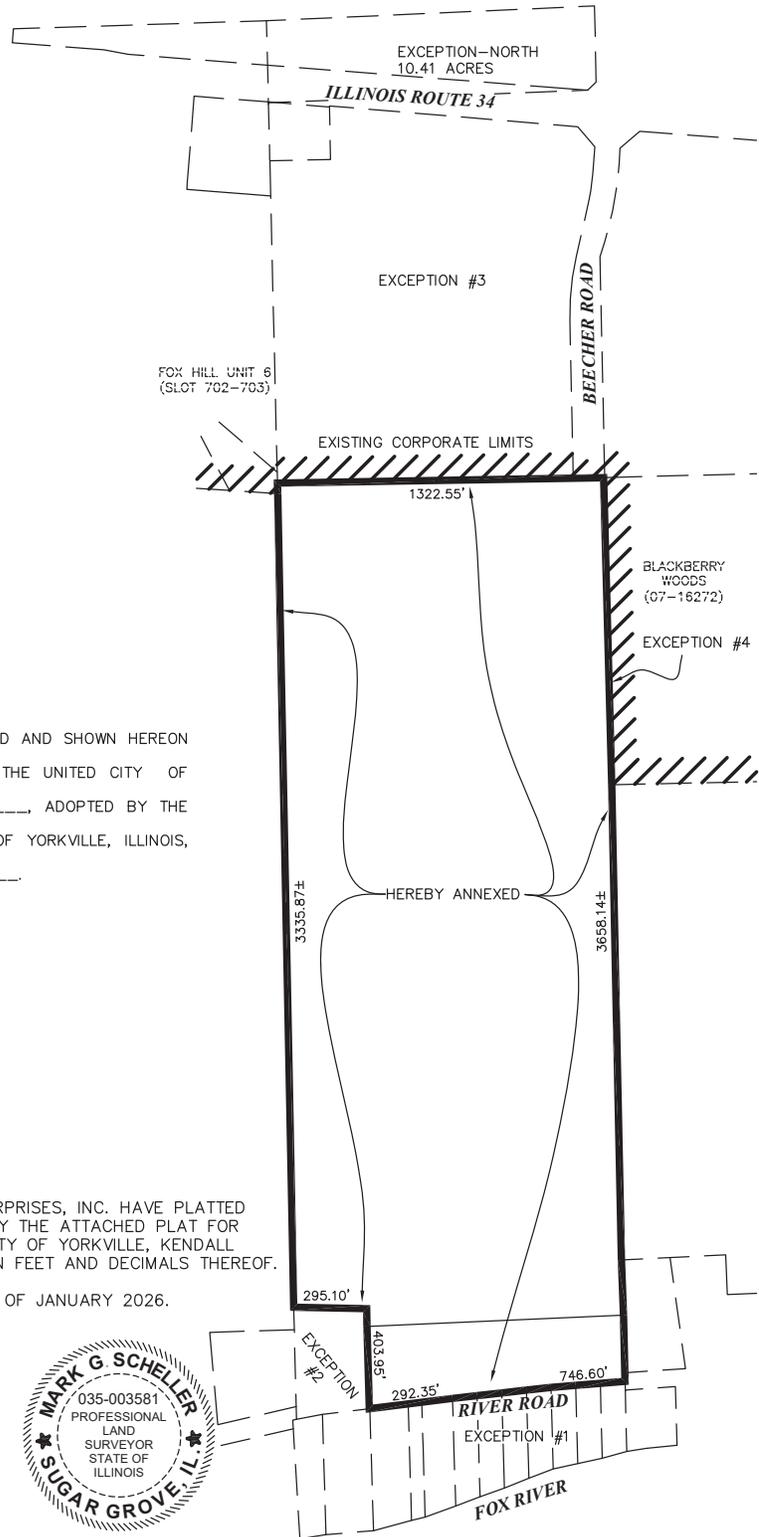
BOARD OF EDUCATION OF
YORKVILLE COMMUNITY UNIT
SCHOOL DISTRICT 115

By: _____

PLAT OF ANNEXATION TO THE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS



0 500 1000
SCALE FEET
P.I.N.S 02-30-400-006
02-31-226-002



STATE OF ILLINOIS)
COUNTY OF KENDALL)ss

THIS IS TO CERTIFY THAT THE TERRITORY DESCRIBED AND SHOWN HEREON WAS INCORPORATED INTO AND MADE A PART OF THE UNITED CITY OF YORKVILLE, ILLINOIS BY ORDINANCE No. _____, ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20____.

CITY CLERK

STATE OF ILLINOIS)
COUNTY OF KANE)S.S.

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES, INC. HAVE PLATTED THE PROPERTY DESCRIBED HEREON, AS SHOWN BY THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

DATED AT SUGAR GROVE, ILLINOIS, THIS 6th DAY OF JANUARY 2026.

BY: 
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3581
(EXP. 11/30/26)



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

PROJECT NO: Y02529
FILE NO: Y02529 ANNEX 02-31-226-002

PLAT OF ANNEXATION TO THE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS

THE EAST HALF OF THE NORTHEAST QUARTER (EXCEPT 10.41 ACRES ON THE NORTH END THEREOF), AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, AND THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31 NORTH OF THE FOX RIVER, CONTAINING 20.42 ACRES, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE TOWN OF BRISTOL, IN THE COUNTY OF KENDALL, AND STATE OF ILLINOIS; SUBJECT TO THE RIGHT-OF-WAY FOR HIGHWAY PURPOSES DESCRIBED IN DEED RECORD 72 PAGE 560 AND DEED RECORD 98 PAGE 131, RECORDS OF KENDALL COUNTY, ILLINOIS.

EXCEPTION 1

(EXCEPTING THEREFROM) THE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED, DATED JUNE 7TH, 1947, MADE BY EDWARD J. HEINZ AND MARY D. HEINZ, HIS WIFE, TO LAURENCE J. FLYNN, ALMA FLYNN, WILLIAM C. BUCKBERG, RECORDED IN WARRANTY DEED RECORD 97 PAGE 435, RECORDS OF KENDALL COUNTY, ILLINOIS.

EXCEPTION 2

(AND EXCEPTING) THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30 AND OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 31, 277.6 FEET TO THE CENTERLINE OF THE NORTH RIVER ROAD; THENCE SOUTH 86 DEGREES 06 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE 746.6 FEET; THENCE SOUTH 84 DEGREES 36 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE 292.35 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 53 MINUTES 00 SECONDS EAST 403.95 FEET; THENCE NORTH 87 DEGREES 12 MINUTES 00 SECONDS WEST 295.1 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE EAST HALF OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, 454 FEET TO SAID CENTERLINE OF NORTH RIVER ROAD; THENCE NORTH 82 DEGREES 46 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE 202.65 FEET; THENCE NORTH 84 DEGREES 23 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE 93.7 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

EXCEPTION 3

(AND ALSO EXCEPTING) THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 39 MINUTES 10 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 378.90 FEET TO THE NORTH RIGHT-OF-WAY LINE OF U.S. ROUTE NO. 34 FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 39 MINUTES 10 SECONDS EAST ALONG SAID EAST LINE, 1532.20 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 00 SECONDS WEST 1322.55 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER; THENCE NORTHERLY ALONG SAID WEST LINE, 1670.29 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE EASTERLY ALONG SAID NORTH LINE, 1330.88 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE EASTERLY ALONG SAID NORTH LINE, 1330.88 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 48.647 ACRES.

EXCEPTION 4

(AND ALSO EXCEPTING) THAT PART OF THE EAST HALF OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND STONE AT THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE NORTH 01 DEGREE 10 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 2650.43 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 30 FOR THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 10 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE, 502.04 FEET; THENCE SOUTH 88 DEGREES 45 MINUTES 41 SECONDS WEST 2.48 FEET; THENCE NORTH 01 DEGREE 14 MINUTES 18 SECONDS WEST, 1241.43 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 52 SECONDS EAST, 2.19 FEET TO A POINT ON SAID EAST LINE, SAID POINT BEING 739.40 FEET NORTHERLY OF SAID EAST QUARTER CORNER; THENCE SOUTH 01 DEGREE 18 MINUTES 22 SECONDS EAST ALONG SAID EAST LINE, 739.40 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS



Engineering Enterprises, Inc. CONSULTING ENGINEERS

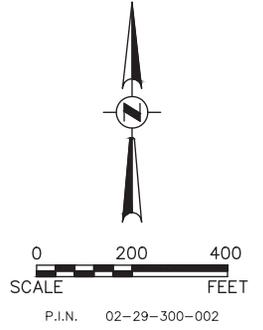
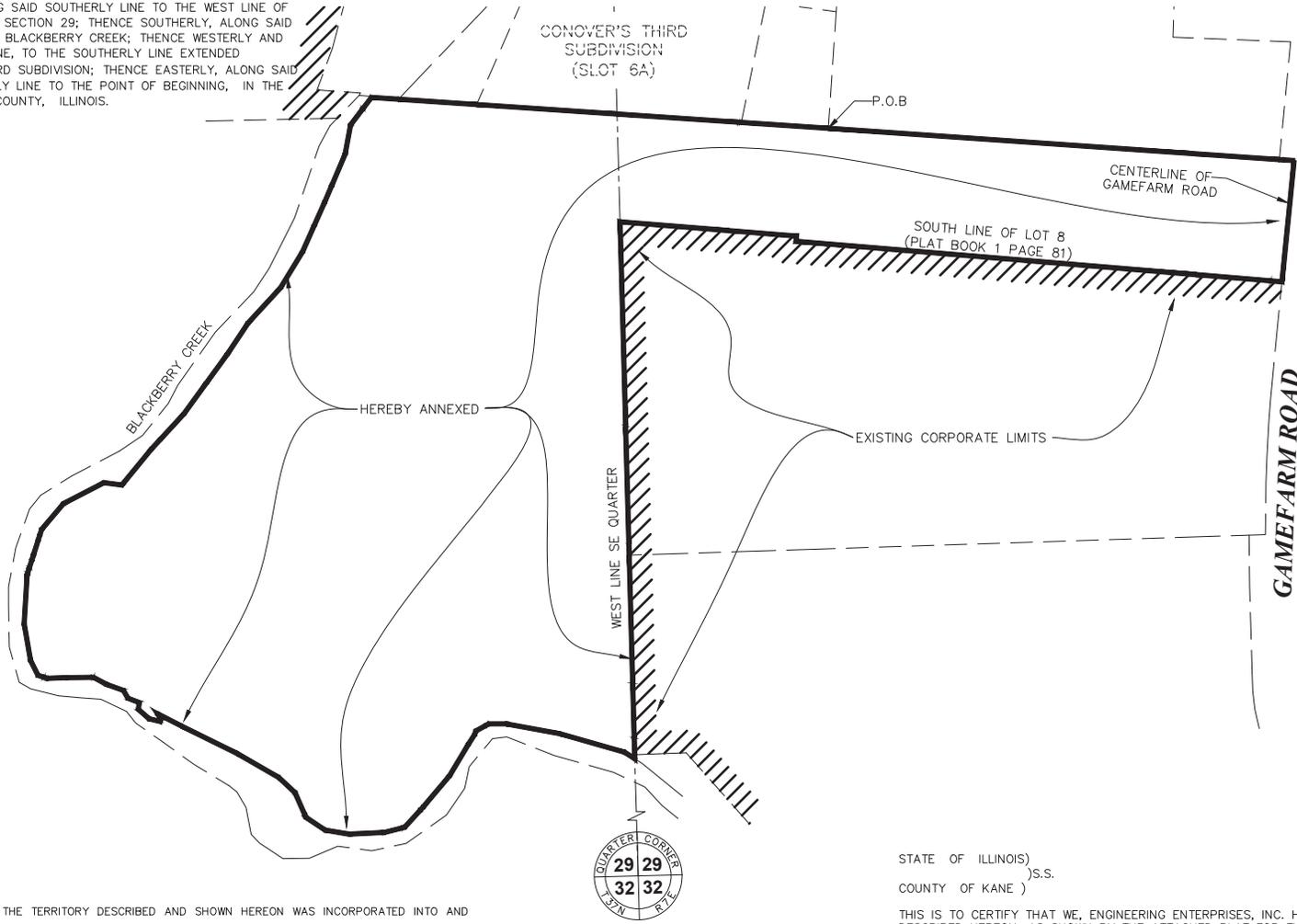
52 Wheeler Road
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PROJECT NO: Y02529
FILE NO: Y02529 ANNEX 02-31-226-002

LEGAL DESCRIPTION:

THAT PART OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG THE EXTENSION OF THE SOUTHERLY LINE OF SAID SUBDIVISION, TO THE CENTER LINE OF GAME FARM ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE OF GAME FARM ROAD TO THE SOUTHERLY LINE OF LOT 8 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN BY PLAT BOOK 1 PAGE 81; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTHERLY, ALONG SAID WEST LINE, TO THE CENTERLINE OF BLACKBERRY CREEK; THENCE WESTERLY AND NORTHERLY, ALONG SAID CENTERLINE, TO THE SOUTHERLY LINE EXTENDED WESTERLY OF SAID CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG SAID EXTENDED LINE AND THE SOUTHERLY LINE TO THE POINT OF BEGINNING, IN THE UNITED CITY YORKVILLE, KENDALL COUNTY, ILLINOIS.

PLAT OF ANNEXATION TO THE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS



STATE OF ILLINOIS)
COUNTY OF KENDALL)ss

THIS IS TO CERTIFY THAT THE TERRITORY DESCRIBED AND SHOWN HEREON WAS INCORPORATED INTO AND MADE A PART OF THE UNITED CITY OF YORKVILLE, ILLINOIS BY ORDINANCE No. _____, ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20__.

CITY CLERK

STATE OF ILLINOIS)
COUNTY OF KANE)S.S.

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES, INC. HAVE PLATTED THE PROPERTY DESCRIBED HEREON, AS SHOWN BY THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF MONTGOMERY, KANE COUNTY, ILLINOIS. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

DATED AT SUGAR GROVE, ILLINOIS, THIS 25th DAY OF SEPTEMBER 2025.

BY: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3581
(EXP. 11/30/26)



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

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

NO.	DATE	REVISIONS

DATE: SEPTEMBER 25, 2025
PROJECT NO. Y02529
FILE NO Y02529 ANNEX HS
PAGE 1 OF 1

Ordinance No. 2026-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE REZONING TO THE PI PUBLIC INSTITUTIONAL ZONING DISTRICT OF CERTAIN TERRITORY LOCATED GENERALLY NORTH OF RIVER ROAD, WEST OF GAME FARM ROAD, AND EAST OF ELDAMAIN ROAD (Yorkville School District 115)

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

WHEREAS, Yorkville School District 115 (“Applicant”), owns approximately 155 acres of property, located generally north of River Road, west of Game Farm Road, and east of Eldamain Road (“Subject Property”) within the corporate limits of the City, legally described in *Exhibit A* and as shown on *Exhibit B* attached hereto and made a part hereof; and

WHEREAS, the Applicant desires to rezone the Subject Property, which is currently classified as R-1 Single-Family Suburban Residence Zoning District into the PI Public Institutional Zoning District; and

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on January 14, 2026, to consider the rezoning after publication of notice and notice to property owners within five hundred (500) feet of the Subject Property; and

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 10-8-12 of the City’s Unified Development Ordinance and made findings of fact and recommended approval of the rezoning to the Mayor and City Council (“Corporate Authorities”); and

WHEREAS, the Corporate Authorities have received and considered the recommendation of the Planning and Zoning Commission.

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

Section 1. The above recitals are incorporated herein and made a part of this Ordinance.

Section 2. The Planning and Zoning Commission recommended approval of this rezoning request after making the Findings of Fact that are attached hereto as *Exhibit C*.

Section 3. That the Corporate Authorities hereby approve the rezoning of the Subject Property, legally described in the attached *Exhibit A*, with Property Index Numbers 02-29-300-002, 02-30-400-006 and 02-31-226-002, into the PI Public Institutional Zoning District.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2026.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2026.

MAYOR

Attest:

CITY CLERK

parcels #02-30-400-006 & #02-31-226-002

Exhibit A

STATE OF ILLINOIS)

)SS

COUNTY OF LASALLE)

To: CHICAGO TITLE INSURANCE COMPANY

This is to certify that this map or plat and the survey on which it was 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 does not include Table A items. The initial fieldwork was completed on 09/06/2024.

Legal Description as Provided on Title Commitment

The East Half of the Northeast Quarter (Except 10.41 acres on the North End thereof), and the East Half of the Southeast Quarter of Section 30, and that part of the East Half of the Northeast Quarter of Section 31 North of the Fox River, containing 20.42 acres, all in Township 37 North, Range 7 East of the Third Principal Meridian, situated in the Town of Bristol, in the County of Kendall, and State of Illinois; subject to the Right-of-Way for Highway Purposes described in Deed Record 72 Page 560 and Deed Record 98 Page 131, Records of Kendall County, Illinois.

Exception 1

(EXCEPTING THEREFROM) The tract of land described in the Warranty Deed, dated June 7th, 1947, Made by Edward J. Heinz and Mary D. Heinz, his wife, to Laurence J. Flynn, Alma Flynn, William C. Buckberg, recorded in Warranty Deed Record 97 Page 435, Records of Kendall County, Illinois.

Exception 2

(AND EXCEPTING) That part of the East Half of the Southeast Quarter of Section 30 and of the East Half of the Northeast Quarter of Section 31, Township 37 North Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Section 31; thence South along the East line of said Section 31, 277.6 feet to the centerline of the North River road; thence South 86 degrees 06 minutes 00 seconds West along said Centerline 746.6 feet; thence South 84 degrees 36 minutes 00 seconds West along said Centerline 292.35 feet for the Point of Beginning; thence North 00 degrees 53 minutes 00 seconds East

403.95 feet; thence North 87 degrees 12 minutes 00 seconds West 295.1 feet to the West line of the Southeast Quarter of the East Half of said Section 30; thence South 00 degrees 53 minutes 00 seconds West along said West line and the West line of the East Half of the Northeast Quarter of Section 31, 454 feet to said Centerline of North River Road; thence North 82 degrees 46 minutes 00 seconds East along said centerline 202.65 feet; thence North 84 degrees 23 minutes 00 seconds East along said Centerline 93.7 feet to the Point of Beginning, in the Township of Bristol, Kendall County, Illinois.

Exception 3

(AND ALSO EXCEPTING) That part of the Northeast Quarter of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 39 minutes 10 seconds East along the East line of said Northeast Quarter 378.90 feet to the North Right-of-Way line of U.S. Route No. 34 for a Point of Beginning; thence South 00 degrees 39 minutes 10 seconds East along said East line, 1532.20 feet; thence South 89 degrees 05 minutes 00 seconds West 1322.55 feet to the West line of the East Half of said Northeast Quarter; thence Northerly along said West line, 1670.29 feet to said North Right-of-Way line; thence Easterly along said North line, 1330.88 feet to said North Right-of-Way line; Thence Easterly along said North line, 1330.88 feet to the Point of beginning in Bristol Township, Kendall County, Illinois and containing 48.647 acres.

Exception 4

(AND ALSO EXCEPTING) That part of the East Half of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian being described as follows: Commencing at a found Stone at the Southeast corner of said Section 30; thence North 01 degree 10 minutes 20 seconds West along the East line of said Section 30, a distance of 2650.43 feet to the East Quarter corner of said Section 30 for the Point of Beginning; thence South 01 degrees 10 minutes 20 seconds East along said East line, 502.04 feet; thence South 88 degrees 45 minutes 41 seconds West 2.48 feet; thence North 01 degree 14 minutes 18 seconds West, 1241.43 feet; thence North 88 degrees 29 minutes 52 seconds East, 2.19 feet to a point on said East line, said Point being 739.40 feet Northerly of said East Quarter corner; thence South 01 degree 18 minutes 22 seconds East along said East line, 739.40 feet to the Point of Beginning, all in Township of Bristol, Kendall County, Illinois.

SCHEDULE B - PART II

General Exceptions

1. Rights or claims of parties in possession not shown by Public Records (Not known to surveyor at time of Survey.)

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (Not known to surveyor at time of Survey.)

3. Easements, or claims of easements, not shown by the Public Records. (Not known to surveyor at time of Survey.)

4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records (Not known to surveyor at time of Survey.)

5. Taxes or special assessments which are not shown as existing liens by the Public Records (Not known to surveyor at time of Survey.)

21. Rights of the Public, the State of Illinois, and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein. North River Road: County of Kendall (As shown on Survey.)

22. Rights of Way for drainage tiles, ditches, feeders, laterals, and underground pipes, if any. (As shown on Survey.)

24. Easement Contract Grant of Permanent Sewer and Water easement and Temporary Construction Easement recorded July 27, 1994 as document 9407616 (1994-07616), made by Merchants National Bank of Aurora, as Trustee under Trust Agreement dated October 2, 1973 and known as Trust Number 2175 to the City of Yorkville, a municipal corporation of Illinois (As shown on Survey.)

25. Water lines and manholes appurtenant to the easement shown above, as shown on Plat of Survey made by R.B. & Associates Land Surveyors, Inc. dated February 26, 2004 JOB#2004-11888-001 b (As shown on Survey.)

26. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: Illinois Bell Telephone Company, it's successors and assigns.

Purpose: Easement

Recording Date: February 27, 1974

Recording No.: 74-752

Affects: The S1/2 (South Half) of a public road known as U.S.

Route 34 in the East 1/2 (East Half) of the NE 1/4 (Northeast Quarter) 30-37-7 (Section 30, Township 37 North, Range 7 East) (Easement is in no part contained within the bounds of this parcel. See description and area marked "Exception 3", wherein above easement is contained in-whole or in-part.)

27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Yorkville-Bristol Sanitary District

Purpose: Easement

Recording Date: December 14, 2004

Recording No.: 200400034866

(As shown on Survey.)

YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT

PARCEL 02-29-300-002

THAT PART OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG THE EXTENSION OF THE SOUTHERLY LINE OF SAID SUBDIVISION, TO THE CENTER LINE OF GAME FARM ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE OF GAME FARM ROAD TO THE SOUTHERLY LINE OF LOT 8 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN BY PLAT BOOK 1 PAGE 81; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTHERLY, ALONG SAID WEST LINE, TO THE CENTERLINE OF BLACKBERRY CREEK; THENCE WESTERLY AND NORTHERLY, ALONG SAID CENTERLINE, TO THE SOUTHERLY LINE EXTENDED WESTERLY OF SAID CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG SAID EXTENDED LINE AND THE SOUTHERLY LINE TO THE POINT OF BEGINNING, IN THE UNITED CITY YORKVILLE, KENDALL COUNTY, ILLINOIS.



YSD 115

United City of Yorkville, Illinois
Date: September 23, 2025
Data: Kendall County





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 HOW THE MAP AMENDMENT IS CONSISTENT WITH THE COMPREHENSIVE PLAN AND THE PURPOSES OF THE UNIFIED DEVELOPMENT ORDINANCE:

The proposed map amendment aligns with the Comprehensive Plan by supporting the development of public institutional facilities, such as schools, which are recognized as essential community services. The rezoning to the PI (Public Institutional) District is consistent with the Unified Development Ordinance's purpose of accommodating properties operated by public entities to provide necessary services. This amendment also reflects the Comprehensive Plan's emphasis on rational land use planning and the provision of infrastructure to support community growth.

PLEASE STATE HOW THE MAP AMENDMENT IS COMPATIBLE WITH THE EXISTING AND PLANNED USES AND ZONING OF NEARBY PROPERTIES:

The map amendment is compatible with the surrounding land uses and zoning, as the parcel is transitioning from agricultural use to a public institutional designation. This change supports the planned growth of Yorkville, addressing the need for additional school facilities due to population increases. The proposed zoning ensures that the property will serve the community while maintaining harmony with nearby residential and agricultural areas, as outlined in the Comprehensive Plan and zoning standards.

PLEASE STATE HOW THE SUBJECT PROPERTY IS SUITABLE FOR THE PURPOSES OF THE PROPOSED ZONING DISTRICT:

The subject property is highly suitable for the proposed PI (Public Institutional) zoning district. As a 110.025-acre parcel of former agricultural land, it provides ample space to accommodate public school facilities that are essential for serving the growing Yorkville community. The property's location aligns with the Comprehensive Plan's goals of supporting community infrastructure and ensuring accessibility to public services. Additionally, the transition from agricultural use to institutional use is consistent with the area's development trends and the Unified Development Ordinance's intent to provide necessary services while maintaining compatibility with surrounding land uses.

PLEASE STATE HOW THE PROPOSED MAP AMENDMENT WILL NOT RESULT IN AN INDIVIDUAL PARCEL ZONED IN ONE ZONING DISTRICT THAT IS NOT SHARED BY ANY ADJACENT PARCELS:

The proposed map amendment will not result in an individual parcel zoned in a district that is not shared by adjacent parcels. The rezoning to the PI (Public Institutional) District aligns with the surrounding land use patterns and planned developments, as outlined in the Comprehensive Plan. Adjacent parcels are either currently zoned for compatible uses or are planned for similar public, institutional, or community-serving purposes, ensuring continuity and integration with the broader zoning framework.



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APPLICATION FOR REZONING

REZONING STANDARDS

PLEASE STATE HOW THE PROPOSED PARCEL(S) TO BE REZONED SHALL MEET THE MINIMUM FRONTAGE AND AREA REQUIREMENTS OF THE REQUESTED ZONING DISTRICT AS SPECIFIED IN SECTION 10-3-9(A) IN THE UNIFIED DEVELOPMENT ORDINANCE, UNLESS OTHERWISE GRANTED RELIEF AS SPECIFIED IN SECTION 10-8-9 VARIATIONS:

The proposed parcel(s) to be rezoned will meet the minimum frontage and area requirements of the PI (Public Institutional) zoning district as specified in Section 10-3-9(A) of the Unified Development Ordinance. The parcel's size of 110.025 acres exceeds the minimum area requirements, and its configuration ensures compliance with frontage standards. No relief or variations are anticipated to be necessary under Section 10-8-9, as the property is well-suited to meet all zoning requirements for the proposed district.

PLEASE STATE THE COMMUNITY NEED FOR THE PROPOSED LAND USE:

The proposed land use addresses a critical community need by providing space for public school facilities to accommodate Yorkville's growing population. The student population since 2002 has grown by 4,744 students. The last buildings were constructed in 2009 when the student population was 5,100. The student population as of 2025 is 7,151. The District needs to increase the capacity across all grade levels. As highlighted in the Comprehensive Plan, the city is experiencing significant residential growth, leading to increased demand for educational infrastructure. Rezoning the parcel to the PI (Public Institutional) District ensures the community has the necessary resources to support current and future students, aligning with the city's vision for sustainable development and enhanced public services. This land use will directly contribute to the well-being and educational success of Yorkville's residents.

PLEASE STATE THE LENGTH OF TIME THE PROPERTY HAS BEEN VACANT AS ZONED CONSIDERED IN THE CONTEXT OF LAND DEVELOPMENT IN THE AREA IN THE VICINITY OF THE SUBJECT PROPERTY:

The subject property has not been vacant in the traditional sense. The property has historically been agricultural. Farmed as a family farm for generations and served the broader community in a different way. The subject property is well suited for development as public infrastructure for the Yorkville School District.



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

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.

Heav L D Rude
 PETITIONER SIGNATURE

10.16.25
 DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

John A. Schuch
 OWNER SIGNATURE

10/16/25
 DATE

**THIS APPLICATION MUST BE
 NOTARIZED PLEASE NOTARIZE HERE:**



*Catherine Renee
 Davis
 10/16/25*



Memorandum

To: Planning and Zoning Commission
From: Sara Mendez, Senior Planner
CC: Bart Olson, City Administrator
Krysti Barksdale-Noble, Community Development Director
David Hansen, Senior Planner
Date: January 5, 2026
Subject: **PZC 2025-14 YSD 115**
Proposed Annexation & Rezoning Request for school facilities

SUMMARY:

An application for annexation and rezoning has been submitted by Heather DiVerde, on behalf of the Yorkville School District 115, to the United City of Yorkville, Kendall County, Illinois. The request is seeking approval to annex three (3) parcels #02-30-400-006, #02-31-226-002, and #02-29-300-002 totaling approximately 155-acres and is generally located north of River Road, west of Game Farm Road, and east of Eldmain Road. Additionally, the petitioner is seeking approval for rezoning the three (3) subject parcels from the R-1 Single-Family Suburban Residence District to PI Public Institutional District accommodate public school facilities.



YSD 115

United City of Yorkville, Illinois
Date: September 23, 2025
Data: Kendall County



PROPERTY BACKGROUND:

The subject property is currently unincorporated and zoned A-1 Agricultural in Kendall County. It comprises three (3) parcels totaling approximately 155-acres.

Parcel #02-29-300-002 is adjacent to the Yorkville School District (YSD) 115 high school and includes a portion of the school building, as well as the baseball field and pickleball courts. Parcels #02-30-400-006 and #02-31-226-002 are nonadjacent to parcel #02-29-300-002 but located directly west of the high school and is utilized as farmland.

PURPOSE OF ANNEXATION AND REZONING REQUEST:

Due to Yorkville’s growing population, the proposed annexation and rezoning of the three (3) parcels addresses a critical community need of providing adequate space for public school facilities. According to the School District’s rezoning application, the student population has increased by 4,744 students since 2002. The last school buildings were constructed in 2009, when enrollment was approximately 5,100 students. As of 2025, the student population has reached approximately 7,151. In response to this significant growth over the past two decades, the district has emphasized the need to expand capacity at all grade levels to ensure adequate accommodations for Yorkville’s continuing development.

ANNEXATION REQUEST:

As mentioned, the applicant seeks annexation of three (3) unincorporated parcels, #02-30-400-006, #02-31-226-002, and #02-29-300-002 totaling approximately 155-acres to accommodate public school facilities. Contiguity of subject parcels #02-30-400-006 and #02-31-226-002 and Yorkville’s current corporate boundary is established immediately north of John Street (Rush Copley). Contiguity of subject parcel #02-29-300-002 and Yorkville’s current corporate boundary is established immediately west of Game Farm Road (Yorkville School District 115 High School).

Annexation is contingent upon City Council approval of a requested rezoning to the PI Public Institutional District.

A draft annexation agreement has been provided for review and comment. Staff has the Plat of Annexation for parcels #02-30-400-006, #02-31-226-002, and #02-29-300-002. A public hearing for the proposed annexation was held on **January 13, 2026** before the City Council.

REZONING REQUEST:

Per Section 10-3-4 of the Yorkville Unified Development Ordinance (UDO), any territory annexed to the city shall automatically be classified within the R-1 Single-Family Suburban Residential District. Therefore, the petitioner is seeking rezoning within the PI Public Institutional District for the three (3) subject parcels.

Table 10-3-12(B) Institutional, Public, and Utility of Yorkville’s Unified Development Ordinance identifies schools, public or private, as a permitted use in the PI Public Institutional District. Section 10-8-12 of the Unified Development Ordinance also states specific standards for rezoning which all recommendation bodies will review. The petitioner has provided responses to the established standards for each of the criteria provided in the application.

Due to the subject parcels not being adjacent to each other, the following are the current immediate surrounding zoning and land uses of parcels #02-30-400-006 and #02-31-226-002 which are proposed to be rezoned:

Zoning		Land Use
North	PI Public Institutional District B-3 General Business District (PUD) R-3 Multi-Family Attached Residence District	Kendall County Government Center Rush Copley Fox Hill
East	Unincorporated Kendall County R-2 Single-Family Traditional Residence District R-4 General Multi-Family Residence District PI Public Institutional District R-1 Single-Family Suburban Residence District	Farmland Blackberry Woods Blackberry Woods Yorkville School District (YSD) 115 High School Cemetery
South	Unincorporated Kendall County R-1 Single-Family Suburban Residence District	Farmland Residential
West	Unincorporated Kendall County	Farmland

While below are the current immediate surrounding zoning and land uses of parcel #02-29-300-002 which is proposed to be rezoned:

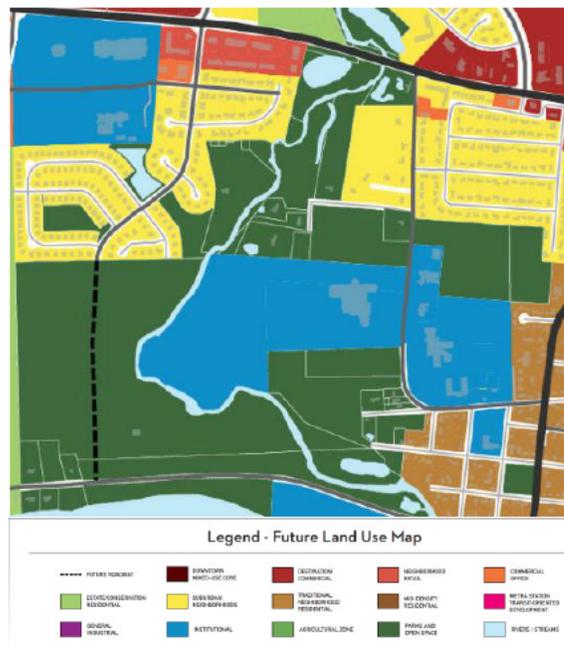
Zoning		Land Use
North	Unincorporated Kendall County R-2 Single-Family Traditional Residence District R-4 General Multi-Family Residence District	Farmland Blackberry Woods Blackberry Woods
East	PI Public Institutional District R-1 Single-Family Suburban Residence District	Yorkville School District (YSD) 115 High School Cemetery
South	Unincorporated Kendall County	Farmland
West	Unincorporated Kendall County	Farmland

COMPREHENSIVE PLAN

The 2016 Comprehensive Plan Update designates parcels #02-30-400-006 and #02-31-226-002 as “Parks and Open Space” and parcel #02-29-300-002 “Institutional”.

The “Parks and Open Space” designation is meant to preserve recreational areas and open space for either public or private use. **If the annexation and rezoning are approved, staff would seek to amend the Comprehensive Plan to reclassify the 110-acre parcel as Institutional (I) which is consistent with the proposed land use.**

The Institutional designation is generally intended for Yorkville municipal facilities, Kendall County government offices, and facilities of other entities, including the Bristol-Kendall Fire Protection District, the Yorkville-Bristol Sanitary District, Yorkville Community Unit School District 115, and other government facilities.



Parcel #02-29-300-002 aligns the 2016 Comprehensive Plan. Therefore, if the annexation and rezoning were approved, no update to the Comprehensive Plan would be necessary.

FUTURE ROAD CONNECTION AND LAND PLAN:

The City’s 2016 Comprehensive Plan indicates the extension of Beecher Road from John Street to River Road, see image to the right, through two (2) of the subject parcels (PINS #02-30-400-006 and #02-31-226-002). At this time, the School District has indicated to staff at the November 13, 2025, Plan Council meeting, they do not plan to connect Beecher Road to River Road.



Additionally, the Yorkville School District 115 is not pursuing a land plan currently. Therefore, when the school submits a land plan, the plan will be reviewed by the City and likely require a Planned Unit Development due to the acreage of the property exceeding 4-acres and potential for multiple buildings on the site.

MAP AMENDMENT REVIEW STANDARDS:

Per Section 10-8-12 of the Yorkville Unified Development Ordinance, Map Amendments may be proposed by the subject property owner, the Mayor and City Council, the Planning and Zoning Commission, Zoning Administrator, or another City official.

Map Amendment Review Standards. The Planning and Zoning Commission shall make findings of fact regarding Map Amendments based upon the following standards:

1. The proposed Map Amendment is consistent with the Comprehensive Plan and the purposes of this UDO.
2. The proposed Map Amendment is compatible with the existing and planned uses and zoning of nearby properties.
3. The subject property is suitable for the purposes of the proposed zoning district.
4. The proposed Map Amendment will not result in an individual parcel zoned in one zoning district that is not shared by any adjacent parcels.
5. The proposed parcel(s) to be rezoned shall meet the minimum frontage and area requirements of the requested zoning district as specified in Section 10-3-9(A), unless otherwise granted relief as specified in Section 10-8-9. Variations.
6. The community need for the proposed use, and
7. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the subject property.

The petitioner has provided a response to each standard as part of the rezoning application, which is included in this packet as an attachment.

STAFF COMMENTS:

Staff is supportive of the request for annexation and rezoning as it would address the need to expand the district’s facility to ensure adequate accommodations for Yorkville’s continuing growth. A public hearing was held at the January 13, 2026 City Council meeting for the annexation agreement. The final vote is scheduled for the February 10, 2026 City Council meeting.

PROPOSED MOTION:

In consideration of testimony presented during a Public Hearing on January 14, 2025 and discussion of findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for rezoning from the R-1 Single-Family Suburban Residence District to the PI Public Institutional District, to accommodate public school facilities for Yorkville School District 115, for three (3) parcels totaling approximately 155-acres (PINS #02-30-400-006, #02-31-226-002, and #02-29-300-002), generally located north of River Road, west of Game Farm Road, and east of Eldamain Road, subject to {insert any additional conditions of the Planning and Zoning Commission}...

ATTACHMENTS:

1. Plan Council memo dated 10.27.25
2. Public Hearing Notice - Rezoning
3. Annexation Application
4. Rezoning Application
5. Legal Description of PINS #02-30-400-006, #02-31-226-002, and PIN #02-29-300-002
6. Plat of Annexation of PINS #02-30-400-006 and #02-31-226-002
7. Plat of Annexation of PIN #02-29-300-002



Memorandum

To: Plan Council
From: Sara Mendez, Senior Planner
Date: October 27, 2025
Subject: **PZC 2025-14 YSD 115**
Proposed Annexation & Rezoning Request for school facilities

I have reviewed the annexation and rezoning applications for the subject parcels submitted by Heather DiVerde, on behalf of the Yorkville School District 115. The real property consists of three (3) parcels totaling approximately 155-acres and is generally located north of River Road, west of Game Farm Road, and east of Eldamain Road. The petitioner is seeking approval for the annexation and rezoning from the R-1 Single-Family Suburban Residence District to PI Public Institutional District of parcels #02-30-400-006 and #02-31-226-002 to accommodate public school facilities.

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

ANNEXATION COMMENTS:

1. Contiguity of subject parcels #02-30-400-006 and #02-31-226-002 and Yorkville's current corporate boundary is established immediately north of John Street (Rush Copley)
2. Contiguity of subject parcel #02-29-300-002 and Yorkville's current corporate boundary is established immediately west of Game Farm Road (Yorkville School District 115 High School)
3. Per Section 10-3-4 of the Yorkville Unified Development Ordinance (UDO), any territory annexed into the city shall automatically be classified within the R-1 Single-Family Suburban Residence District.
4. **Any approval of the requested rezoning is contingent upon the approval of the annexation petition.**

REZONING COMMENTS:

1. Per Table 10-3-12(B) Institutional, Public, and Utility Uses of the United City of Yorkville's Unified Development Ordinance, schools, public or private, are a permitted use in the R-1 Single-Family Suburban Residence District and PI Public Institutional District.
2. **Although schools are allowed in the R-1 district, staff is recommending the petitioner rezone all three (3) subject parcels to the PI district.**
3. **Staff is requesting the petitioner verify if they intend to rezone all three (3) parcels to the PI district or solely parcels #02-30-400-006 and #02-31-226-002.**
4. Section 10-8-12 of the Unified Development Ordinance states specific standards for rezoning which all recommendation bodied will review. The petitioner has provided responses to the established standards for each of the criteria provided in the application.

PROPERTY BACKGROUND:

The subject property is currently unincorporated and zoned A-1 Agricultural in Kendall County. It comprises three (3) parcels totaling approximately 155-acres.

Below is a map indicating each parcel for reference. Parcel #02-29-300-002 is adjacent to the Yorkville School District (YSD) 115 high school and includes a portion of the school building, as well as the baseball field and pickleball courts. Parcels #02-30-400-006 and #02-31-226-002 are nonadjacent to parcel #02-29-300-002 but located directly west of the high school and is utilized as farmland.



YSD 115

United City of Yorkville, Illinois
 Date: September 23, 2025
 Data: Kendall County



Due to Yorkville’s growing population, the proposed annexation and rezoning of the three (3) parcels addresses a critical community need of providing adequate space for public school facilities. According to the School District’s rezoning application, the student population has increased by 4,744 students since 2002. The last school buildings were constructed in 2009, when enrollment was approximately 5,100 students. As of 2025, the student population has reached approximately 7,151. In response to this significant growth over the past two decades, the district has emphasized the need to expand capacity at all grade levels to ensure adequate accommodations for Yorkville’s continuing development.

GENERAL ZONING/LAND USE COMMENTS:

Due to the subject parcels not being adjacent to each other, the following are the current immediate surrounding zoning and land uses of parcels #02-30-400-006 and #02-31-226-002 which are proposed to be rezoned:

	Zoning	Land Use
North	PI Public Institutional District	Kendall County Government Center
	B-3 General Business District (PUD)	Rush Copley
	R-3 Multi-Family Attached Residence District	Fox Hill
East	Unincorporated Kendall County	Farmland
	R-2 Single-Family Traditional Residence District	Blackberry Woods
	R-4 General Multi-Family Residence District	Blackberry Woods
	PI Public Institutional District	Yorkville School District (YSD) 115 High School
South	R-1 Single-Family Suburban Residence District	Cemetery
	Unincorporated Kendall County	Farmland
	R-1 Single-Family Suburban Residence District	Residential
West	Unincorporated Kendall County	Farmland

While below are the current immediate surrounding zoning and land uses of parcel #02-29-300-002 which is proposed to be rezoned:

	Zoning	Land Use
North	Unincorporated Kendall County	Farmland
	R-2 Single-Family Traditional Residence District	Blackberry Woods
	R-4 General Multi-Family Residence District	Blackberry Woods
East	PI Public Institutional District	Yorkville School District (YSD) 115 High School
	R-1 Single-Family Suburban Residence District	Cemetery
South	Unincorporated Kendall County	Farmland
West	Unincorporated Kendall County	Farmland

- a. **Petitioner has provided written responses to the Standards for Rezoning which will be entered into the record during the public hearing process.**

COMPREHENSIVE PLAN

The 2016 Comprehensive Plan Update designates parcels #02-30-400-006 and #02-31-226-002 as “Estate/Conservation Residential” and parcel #02-29-300-002 “Institutional”.

The “Estate/Conservation Residential (ECR)” is intended to provide flexibility for residential design which will accommodate low-density detached single-family housing. However, the Comprehensive Plan also states, “while the land use map should guide future land use and development and zoning decisions, it is also meant to be adjusted and changed when circumstances warrant a change in planning direction in a given area of the City.

- a) **If the annexation and rezoning are approved, staff would seek to amend the Comprehensive Plan to reclassify the 110-acre parcel as Institutional (I) which is consistent with the proposed land use.**

The Institutional designation is generally intended for Yorkville municipal facilities, Kendall County government offices, and facilities of other entities, including the Bristol-Kendall Fire Protection District, the Yorkville-Bristol Sanitary District, Yorkville Community Unit School District 115, and other government facilities.

- a) **Parcel #02-29-300-002 aligns the 2016 Comprehensive Plan. Therefore, if the annexation and rezoning were approved, no update to the Comprehensive Plan would be necessary.**

FUTURE LAND PLAN:

The Yorkville School District 115 is not pursuing a land plan currently. Therefore, when the school submits a land plan, the plan will be reviewed by the City.

Sold To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville,IL 60560

Bill To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville,IL 60560

Certificate of Publication:

Order Number: 7908976
Purchase Order: YSD 115 PZC

State of Illinois - Kendall

Chicago Tribune Media Group does hereby certify that it is the publisher of the The Beacon-News. The The Beacon-News is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Aurora, Township of Aurora, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 12/19/2025, and the last publication of the notice was made in the newspaper dated and published on 12/19/2025.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

PUBLICATION DATES: **Dec 19, 2025.**

The Beacon-News

In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

22nd Day of December, 2025, by

Chicago Tribune Media Group



Jeremy Gates

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
UNITED CITY OF YORKVILLE
PLANNING AND ZONING COMMISSION
PZC 2025-14**

NOTICE IS HEREBY GIVEN THAT Heather DiVerde, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification, on behalf of the Yorkville School District 115. The real property consists of three (3) parcels totaling approximately 155-acres and is generally located north of River Road, west of Game Farm Road, and east of Eldamain Road. The petitioner is seeking to rezone the property from the R-1 Single-Family Suburban Residence District to the PI Public Institutional District to accommodate public school facilities.

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

PARCEL ONE & TWO:

The East Half of the Northeast Quarter (Except 10.41 acres on the North End thereof), and the East Half of the Southeast Quarter of Section 30, and that part of the East Half of the Northeast Quarter of Section 31 North of the Fox River, containing 20.42 acres, all in Township 37 North, Range 7 East of the Third Principal Meridian, situated in the Town of Bristol, in the County of Kendall, and State of Illinois; subject to the Right-of-Way for Highway Purposes described in Deed Record 72 Page 560 and Deed Record 98 Page 131, Records of Kendall County, Illinois.

Exception 1

(EXCEPTING THEREFROM) The tract of land described in the Warranty Deed, dated June 7th, 1947, Made by Edward J. Heinz and Mary D. Heinz, his wife, to Laurence J. Flynn, Alma Flynn, William C. Buckberg, recorded in Warranty Deed Record 97 Page 435, Records of Kendall County, Illinois.

Exception 2

(AND EXCEPTING) That part of the East Half of the Southeast Quarter of Section 30 and of the East Half of the Northeast Quarter of Section 31, Township 37 North Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Section 31; thence South along the East line of said Section 31, 277.6 feet to the centerline of the North River road; thence South 86 degrees 06 minutes 00 seconds West along said Centerline 746.6 feet; thence South 84 degrees 36 minutes 00 seconds West along said Centerline 292.35 feet for the Point of Beginning; thence North 00 degrees 53 minutes 00 seconds East 403.95 feet; thence North 87 degrees 12 minutes 00 seconds West 295.1 feet to the West line of the Southeast Quarter of the East Half of said Section 30; thence South 00 degrees 53 minutes 00 seconds West along said West line and the West line of the East Half of the Northeast Quarter of Section 31, 454 feet to said Centerline of North River Road; thence North 82 degrees 46 minutes 00 seconds East along said centerline 202.65 feet; thence North 84 degrees 23 minutes 00 seconds East along said Centerline 93.7 feet to the Point of Beginning, in the Township of Bristol, Kendall County, Illinois.

Exception 3

(AND ALSO EXCEPTING) That part of the Northeast Quarter of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00degrees 39 minutes 10 seconds East along the East line of said Northeast Quarter 278.00 feet to the North Right-of-Way

and Northeast Quarter 370.70 feet to the North Right-of-Way line of U.S. Route No. 34 for a Point of Beginning; thence South 00 degrees 39 minutes 10 seconds East along said East line, 1532.20 feet; thence South 89 degrees 05 minutes 00 seconds West 1322.55 feet to the West line of the East Half of said Northeast Quarter; thence Northerly along said West line, 1670.29 feet to said North Right-of-Way line; thence Easterly along said North line, 1330.88 feet to said North Right-of-Way line; Thence Easterly along said North line, 1330.88 feet to the Point of beginning in Bristol Township, Kendall County, Illinois and containing 48.647 acres.

Exception 4

(AND ALSO EXCEPTING) That part of the East Half of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian being described as follows: Commencing at a found Stone at the Southeast corner of said Section 30; thence North 01 degree 10 minutes 20 seconds West along the East line of said Section 30, a distance of 2650.43 feet to the East Quarter corner of said Section 30 for the Point of Beginning; thence South 01 degrees 10 minutes 20 seconds East along said East line, 502.04 feet; thence South 88 degrees 45 minutes 41 seconds West 2.48 feet; thence North 01 degree 14 minutes 18 seconds West, 1241.43 feet; thence North 88 degrees 29 minutes 52 seconds East, 2.19 feet to a point on said East line, said Point being 739.40 feet Northerly of said East Quarter corner; thence South 01 degree 18 minutes 22 seconds East along said East line, 739.40 feet to the Point of Beginning, all in Township of Bristol, Kendall County, Illinois.

SCHEDULE B - PART II

General Exceptions

1. Rights or claims of parties in possession not shown by Public Records (Not known to surveyor at time of Survey.)
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (Not known to the surveyor at time of Survey.)
3. Easements, or claims of easements, not shown by the Public Records. (Not known to surveyor at time of Survey.)
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records (Not known to surveyor at time of Survey.)
5. Taxes or special assessments which are not shown as existing liens by the Public Records (Not known to surveyor at time of Survey.)
21. Rights of the Public, the State of Illinois, and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein. North River Road: County of Kendall (As shown on Survey.)
22. Rights of Way for drainage tiles, ditches, feeders, laterals, and underground pipes, if any. (As shown on Survey.)
24. Easement Contract Grant of Permanent Sewer and Water easement and Temporary Construction Easement recorded July 27, 1994 as document 9407616 (1994-07616), made by Merchants National Bank of Aurora, as Trustee under Trust Agreement dated October 2, 1973 and known as Trust Number 2175 to the City of Yorkville, a municipal corporation of Illinois (As shown on Survey.)
25. Water lines and manholes appurtenant to the easement shown above, as shown on Plat of Survey made by R.B. & Associates Land Surveyors, Inc. dated February 26, 2004 JOB#2004-11888-001 b (As shown on Survey.)
26. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document: Granted to Illinois

incidental thereto, as granted in a document granted to Illinois Bell Telephone Company, its successors and assigns.

Purpose: Easement

Recording Date: February 27, 1974

Recording No.: 74-752

Affects: The S1/2 (South Half) of a public road known as U.S.Route 34 in the East 1/2 (East Half) of the NE 1/4 (Northeast Quarter) 30-37-7 (Section 30, Township 37 North, Range 7 East) (Easement is in no part contained within the bounds of this parcel. See description and area marked "Exception 3", wherein above easement is contained in-whole or in-part.)

27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Yorkville-Bristol Sanitary District

Purpose: Easement

Recording Date: December 14, 2004

Recording No.: 200400034866

(As shown on Survey.)

PARCEL THREE:

THAT PART OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG THE EXTENSION OF THE SOUTHERLY LINE OF SAID SUBDIVISION, TO THE CENTER LINE OF GAME FARM ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE OF GAME FARM ROAD TO THE SOUTHERLY LINE OF LOT 8 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN BY PLAT BOOK 1 PAGE 81; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTHERLY, ALONG SAID WEST LINE, TO THE CENTERLINE OF BLACKBERRY CREEK; THENCE WESTERLY AND NORTHERLY, ALONG SAID CENTERLINE, TO THE SOUTHERLY LINE EXTENDED WESTERLY OF SAID CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG SAID EXTENDED LINE AND THE SOUTHERLY LINE TO THE POINT OF BEGINNING, IN THE UNITED CITY YORKVILLE, KENDALL COUNTY, ILLINOIS.

PINS: 02-30-400-006, 02-31-226-002, and 02-29-300-002

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, January 14, 2026 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

CHICAGO TRIBUNE

media group



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 ANNEXATION

INTENT AND PURPOSE

The purpose of this application is to allow unincorporated land that is contiguous and adjacent to the Yorkville corporate limits to annex into the City. All newly annexed land is automatically zoned to the most restrictive classification under the city's zoning ordinance (R-1 Single-Family Suburban Residence District). Therefore, all voluntary annexation petitions which are seeking a different zoning classification will have to adhere to the rezoning process outlined in "Title 10, Chapter 8, Section 12: Map Amendments."

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

For a complete explanation of what is legally required throughout the process, please refer to "Title 10, Chapter 8, Section 13 Annexations" of the Yorkville, Illinois Unified Development Ordinance.

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 application is received, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.

STEP 2

PLAN COUNCIL

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

This step is dependent on the complexity of requests and may be skipped at the discretion of staff.

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



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

APPLICATION FOR ANNEXATION

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

CITY COUNCIL PUBLIC HEARING

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

If there is **not a request for rezoning or variances as part of an Annexation Agreement**, then the request does not require a public hearing and the petitioner will proceed directly to Step 5.

If there is **a request for rezoning or variances as part of an Annexation Agreement**, a public hearing conducted by the City Council is required. 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. The City Council will hold a public hearing on the request, take public comments and discuss the request.

STEP 5

CITY COUNCIL

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

The petitioner will attend the City Council meeting where the annexation request will be reviewed. Depending on the complexity of the request this meeting may be held at the same meeting of the public hearing. 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.

NECESSARY NOTIFICATIONS

The entities listed below must be notified in writing, by certified or registered mail, of the proposed annexations at least ten (10) days prior to the action taken at City Council. Notices must be delivered to the individual board members at their respective home addresses:

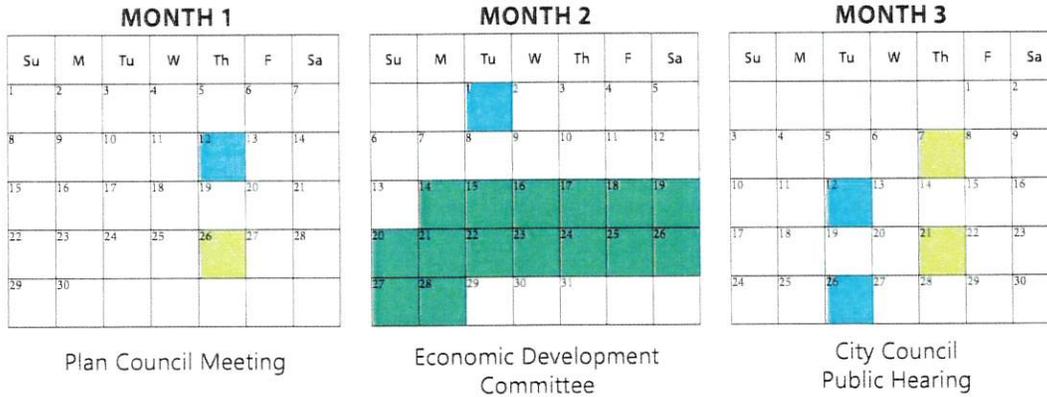
- Trustees of the fire protection district
- Township Highway Commissioner, Township Trustees, Township Supervisor, and Township Clerk, if land to be annexed includes any highway under township jurisdiction



United City of Yorkville
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 Yorkville, Illinois, 60560
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 Fax: 630-553-7375
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APPLICATION FOR ANNEXATION

SAMPLE MEETING SCHEDULE



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 and Section 10-8-2: General Application Requirements)



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APPLICATION FOR ANNEXATION

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input checked="" 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: \$ 500
ANNEXATION	<input checked="" type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$ 1,300.25
$\begin{array}{r} 110.025 \\ - 5 = \\ \hline \end{array}$			
$\begin{array}{r} 105.025 \\ \hline \end{array}$			
$\begin{array}{r} 1,050.25 \\ \hline \end{array}$			
$\begin{array}{r} 1,300.25 \\ \hline \end{array}$			
# of Acres	Acres over 5	Amount for Extra Acres	Total Amount
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres		Total: \$ 1,250.25
<i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>			
$\begin{array}{r} 110.025 \\ - 5 = \\ \hline \end{array}$			
$\begin{array}{r} 105.025 \\ \hline \end{array}$			
$\begin{array}{r} 1,050.25 \\ \hline \end{array}$			
$\begin{array}{r} 1,250.25 \\ \hline \end{array}$			
# of Acres	Acres over 5	Amount for Extra Acres	Total Amount
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
$\begin{array}{r} \\ - 5 = \\ \hline \end{array}$			
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$\begin{array}{r} \\ \hline \end{array}$			
# of Acres	Acres over 5	Amount for Extra Acres	Total Amount
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>		Total: \$
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			\$1,000.00 \$2,500.00 \$5,000.00
TOTAL AMOUNT DUE:			\$3,050.50



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Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR ANNEXATION

DATE:	PZC NUMBER:	DEVELOPMENT NAME:
PETITIONER INFORMATION		
NAME: Heather DiVerde	COMPANY: Yorkville School District 115	
MAILING ADDRESS: 800 Game Farm Road		
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME	630-553-4382
EMAIL: hdiverde@y115.org	FAX: 630-553-4398	
PROPERTY INFORMATION		
NAME OF HOLDER OF LEGAL TITLE: Board of Education of Yorkville School District 115		
IS THE PROPERTY OCCUPIED OR VACANT: Vacant		
IF OCCUPIED, PLEASE LIST ALL NAMES OF ELECTORS (THOSE REGISTERED TO VOTE) RESIDING ON THE PROPERTY: NA		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN: NA		
PROPERTY STREET ADDRESS: 11067 - 11087 River Road, Plano, IL 60545		
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: See Attached Legal Description. South of Route 34, North of River Road, West of Beecher Road, Extended		
CURRENT ZONING CLASSIFICATION: Unincorporated; Agricultural		
ZONING AND LAND USE OF SURROUNDING PROPERTIES		
NORTH: PUD: B-3 General Business District; PI: Public Institutional District		
EAST: R-4: General Multi-Family Residence District; R-2: Single Family Traditional Residence District		
SOUTH: Not Contiguous; R-2: Single Family Traditional Residence District		
WEST: Unincorporated; Agricultural		
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)		
02-30-400-006	02-31-226-002	02-29-300-002



United City of Yorkville
651 Prairie Pointe Drive
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APPLICATION FOR ANNEXATION

PLEASE DESCRIBE IN DETAIL ANY ADDITIONAL REQUESTS TO BE MADE UPON ANNEXATION APPROVAL.
Rezoning to PI: Public Institutional District

ATTORNEY INFORMATION

NAME: Kerry B. Pipal COMPANY: Hodges | Loizzi
MAILING ADDRESS: 500 Park Boulevard, Suite 1000
CITY, STATE, ZIP: Itasca, IL 60143 TELEPHONE: 847-670-9000
EMAIL: kpipal@hlerk.com FAX: 847-670-7334

ENGINEER INFORMATION

NAME: Scott DiGilio COMPANY: RTM Engineering Consultants
MAILING ADDRESS: 1933 North Meacham Road
CITY, STATE, ZIP: Schaumburg, IL 60173 TELEPHONE: 847-756-4180
EMAIL: SDiGilio@RTMEC.com FAX: ———

LAND PLANNER/SURVEYOR INFORMATION

NAME: Kenneth A. Giordano COMPANY: Illinois Valley Surveying and Consultants, Inc
MAILING ADDRESS: 2584 East 350th Road, Suite 100
CITY, STATE, ZIP: Oglesby, IL 61348 TELEPHONE: 815-780-8344
EMAIL: k.giordano@ivsurveying.com FAX: 630-552-7452

ATTACHMENTS

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

Petitioner must attach a Plat of Survey or Proposed Plat of Annexation of the property and title it as "Exhibit B".

Petitioner must provide a written petition signed by a majority of the owners of record of land within the territory to be annexed and also by a majority of the electors, if any, residing within the territory to be annexed. Attach as a separate petition titled as "Exhibit C".



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 ANNEXATION

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.

Heath L. Rende

PETITIONER SIGNATURE

10.16.25

DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

John A. Schuch

OWNER SIGNATURE

10/16/25

DATE

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:



Catherine Renee Davis
10/16/25



United City of Yorkville
 800 Game Farm Road
 Yorkville, Illinois, 60560
 Telephone: 630-553-4350
 Fax: 630-553-7575
 Website: www.yorkville.il.us

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 11067-11087 River Rd. Plano, IL 605
-----------------	----------------------	---

797 Game Farm Road, Yorkville, IL60560

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: Heather DiVerde	COMPANY: Yorkville School District 115
MAILING ADDRESS: 800 Game Farm Road	
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: 630-553-4382
EMAIL: ddiverde@y115.org	FAX: 630-553-4398

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.

Heather DiVerde
 PRINT NAME

Heather DiVerde
 SIGNATURE*

Executive Director
 TITLE of Facility Operations

10.16.25
 DATE

*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)

INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS

ENGINEERING DEPOSITS:	LEGAL DEPOSITS:
Up to one (1) acre \$5,000	Less than two (2) acres \$1,000
Over one (1) acre, but less than ten (10) acres \$10,000	Over two (2) acres, but less than ten (10) acres \$2,500
Over ten (10) acres, but less than forty (40) acres \$15,000	Over ten (10) acres \$5,000
Over forty (40) acres, but less than one hundred (100) \$20,000	
In excess of one hundred (100.00) acres \$25,000	



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APPLICATION FOR PUBLIC HEARING SIGN

PERMIT NUMBER:		DATE/TIME RECEIVED:	
SITE ADDRESS: 11067-11087 River Road, Plano, IL 60545		PARCEL NUMBER: 02-30-400-006/02-31-226-00 02-29-300-002	
SUBDIVISION: NA		LOT/UNIT: NA	
APPLICANT INFORMATION			
NAME: Heather DiVerde		TELEPHONE: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS 630-553-4382	
ADDRESS: 800 Game Farm Road		E-MAIL: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS hdiverde@y115.org	
CITY, STATE, ZIP: Yorkville, IL 60560		FAX: 630-553-4398	
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>			
 SIGNATURE/AUTHORIZED AGENT		10.16.25 DATE	
DATE RETURNED: _____			
RECEIVED BY: _____ PZC# _____			



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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 8, Section 12: Map Amendments" of the Yorkville, Illinois Unified Development Ordinance.

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 application is received, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.

STEP

2

PLAN COUNCIL

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

This step is dependent on the complexity of the request and may be skipped at the discretion of staff.

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



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APPLICATION FOR 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
- Posting Public Hearing Sign(s)
- Signed Certified Affidavit of Mailings
- Attendance at All Meetings

CITY STAFF

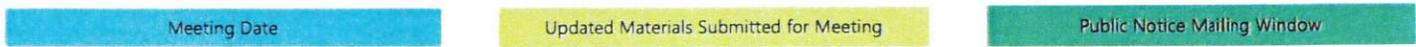
- Detailed Schedule After Complete Submission
- Public Hearing Notice Language
- Posting of the Public Notice in a Local Newspaper
- Public Hearing Sign Application
- Draft Ordinance & Signatures for Recording



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APPLICATION FOR REZONING

SAMPLE MEETING SCHEDULE



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 and Section 10-8-2: General Application Requirements)



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APPLICATION FOR REZONING

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input checked="" type="checkbox"/> Annexation <input type="checkbox"/> Plan <input checked="" type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ <small># of Acres Acres over 5 Amount for Extra Acres Total Amount</small>		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 = \$ _____ <small># of Acres Acres over 5 Amount for Extra Acres Total Amount</small>		Total: \$
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ <small># of Acres Acres over 5 Amount for Extra Acres Total Amount</small>		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:			



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APPLICATION FOR REZONING

DATE:	PZC NUMBER:	DEVELOPMENT NAME:
PETITIONER INFORMATION		
NAME: Heather DiVerde		COMPANY: Yorkville School District 115
MAILING ADDRESS: 800 Game Farm Road		
CITY, STATE, ZIP: Yorkville, IL 60560		TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME 630-533-4382
EMAIL: hdiverde@y115.org		FAX: 630-553-4398
PROPERTY INFORMATION		
NAME OF HOLDER OF LEGAL TITLE: Board of Education of Yorkville Community School District 115		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN: NA		
PROPERTY STREET ADDRESS: 11067 - 11087 River Road, Plano, IL 60545		
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: See Attached Legal Description. South of Route 34, North of River Road, West of Beecher Road, Extended		
CURRENT ZONING CLASSIFICATION: Unincorporated, Agricultural		REQUESTED ZONING CLASSIFICATION: PI: Public Institutional District
COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION:		TOTAL ACREAGE: 110.025
ZONING AND LAND USE OF SURROUNDING PROPERTIES		
NORTH: PUD: B-3 General Business District; PI: Public Institutional District		
EAST: R-4: General Multi-Family Residence District; R-2: Single Family Traditional Residence District		
SOUTH: Not Contiguous; R-2: Single Family Traditional Residence District		
WEST: Unincorporated; Agricultural		
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)		
02-30-400-006	02-31-226-002	



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APPLICATION FOR REZONING

ATTORNEY INFORMATION	
NAME: Kerry B. Pipal	COMPANY: Hodges Loizzi
MAILING ADDRESS: 500 Park Boulevard, Suite 1000	
CITY, STATE, ZIP: Itasca, IL 60143	TELEPHONE: 847-670-9000
EMAIL: kpipal@hlerk.com	FAX: 847-670-7334
ENGINEER INFORMATION	
NAME: Scott DiGilio	COMPANY: RTM Engineering Consultants
MAILING ADDRESS: 1933 North Meacham Road	
CITY, STATE, ZIP: Schaumburg, IL 60173	TELEPHONE: 847-756-4180
EMAIL: SDiGilio@RTMEC.com	FAX: ———
LAND PLANNER/SURVEYOR INFORMATION	
NAME: Kenneth A. Giordano	COMPANY: Illinois Valley Surveying and Consultants, Inc.
MAILING ADDRESS: 2584 East 350th Road, Suite 100	
CITY, STATE, ZIP: Oglesby, IL 61348	TELEPHONE: 815-780-8344
EMAIL: k.giordano@ivsurveying.com	FAX: 630-552-7452
ATTACHMENTS	
<p>Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".</p> <p>Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (500) feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".</p>	



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APPLICATION FOR REZONING

REZONING STANDARDS

PLEASE STATE HOW THE MAP AMENDMENT IS CONSISTENT WITH THE COMPREHENSIVE PLAN AND THE PURPOSES OF THE UNIFIED DEVELOPMENT ORDINANCE:

The proposed map amendment aligns with the Comprehensive Plan by supporting the development of public institutional facilities, such as schools, which are recognized as essential community services. The rezoning to the PI (Public Institutional) District is consistent with the Unified Development Ordinance's purpose of accommodating properties operated by public entities to provide necessary services. This amendment also reflects the Comprehensive Plan's emphasis on rational land use planning and the provision of infrastructure to support community growth.

PLEASE STATE HOW THE MAP AMENDMENT IS COMPATIBLE WITH THE EXISTING AND PLANNED USES AND ZONING OF NEARBY PROPERTIES:

The map amendment is compatible with the surrounding land uses and zoning, as the parcel is transitioning from agricultural use to a public institutional designation. This change supports the planned growth of Yorkville, addressing the need for additional school facilities due to population increases. The proposed zoning ensures that the property will serve the community while maintaining harmony with nearby residential and agricultural areas, as outlined in the Comprehensive Plan and zoning standards.

PLEASE STATE HOW THE SUBJECT PROPERTY IS SUITABLE FOR THE PURPOSES OF THE PROPOSED ZONING DISTRICT:

The subject property is highly suitable for the proposed PI (Public Institutional) zoning district. As a 110.025-acre parcel of former agricultural land, it provides ample space to accommodate public school facilities that are essential for serving the growing Yorkville community. The property's location aligns with the Comprehensive Plan's goals of supporting community infrastructure and ensuring accessibility to public services. Additionally, the transition from agricultural use to institutional use is consistent with the area's development trends and the Unified Development Ordinance's intent to provide necessary services while maintaining compatibility with surrounding land uses.

PLEASE STATE HOW THE PROPOSED MAP AMENDMENT WILL NOT RESULT IN AN INDIVIDUAL PARCEL ZONED IN ONE ZONING DISTRICT THAT IS NOT SHARED BY ANY ADJACENT PARCELS:

The proposed map amendment will not result in an individual parcel zoned in a district that is not shared by adjacent parcels. The rezoning to the PI (Public Institutional) District aligns with the surrounding land use patterns and planned developments, as outlined in the Comprehensive Plan. Adjacent parcels are either currently zoned for compatible uses or are planned for similar public, institutional, or community-serving purposes, ensuring continuity and integration with the broader zoning framework.



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APPLICATION FOR REZONING

REZONING STANDARDS

PLEASE STATE HOW THE PROPOSED PARCEL(S) TO BE REZONED SHALL MEET THE MINIMUM FRONTAGE AND AREA REQUIREMENTS OF THE REQUESTED ZONING DISTRICT AS SPECIFIED IN SECTION 10-3-9(A) IN THE UNIFIED DEVELOPMENT ORDINANCE, UNLESS OTHERWISE GRANTED RELIEF AS SPECIFIED IN SECTION 10-8-9 VARIATIONS:

The proposed parcel(s) to be rezoned will meet the minimum frontage and area requirements of the PI (Public Institutional) zoning district as specified in Section 10-3-9(A) of the Unified Development Ordinance. The parcel's size of 110.025 acres exceeds the minimum area requirements, and its configuration ensures compliance with frontage standards. No relief or variations are anticipated to be necessary under Section 10-8-9, as the property is well-suited to meet all zoning requirements for the proposed district.

PLEASE STATE THE COMMUNITY NEED FOR THE PROPOSED LAND USE:

The proposed land use addresses a critical community need by providing space for public school facilities to accommodate Yorkville's growing population. The student population since 2002 has grown by 4,744 students. The last buildings were constructed in 2009 when the student population was 5,100. The student population as of 2025 is 7,151. The District needs to increase the capacity across all grade levels. As highlighted in the Comprehensive Plan, the city is experiencing significant residential growth, leading to increased demand for educational infrastructure. Rezoning the parcel to the PI (Public Institutional) District ensures the community has the necessary resources to support current and future students, aligning with the city's vision for sustainable development and enhanced public services. This land use will directly contribute to the well-being and educational success of Yorkville's residents.

PLEASE STATE THE LENGTH OF TIME THE PROPERTY HAS BEEN VACANT AS ZONED CONSIDERED IN THE CONTEXT OF LAND DEVELOPMENT IN THE AREA IN THE VICINITY OF THE SUBJECT PROPERTY:

The subject property has not been vacant in the traditional sense. The property has historically been agricultural. Farmed as a family farm for generations and served the broader community in a different way. The subject property is well suited for development as public infrastructure for the Yorkville School District.



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APPLICATION FOR REZONING

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.

Heav L D Rude
PETITIONER SIGNATURE

10.16.25
DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

John A. Schuch
OWNER SIGNATURE

10/16/25
DATE

**THIS APPLICATION MUST BE
NOTARIZED PLEASE NOTARIZE HERE:**



*Catherine Renee
Davis
10/16/25*



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APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 11067 - 11087 River Road, Plano, IL 60545 797 Game Farm Road, Yorkville, IL60560
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PETITIONER DEPOSIT ACCOUNT FUND:

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ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

NAME: Heather DiVerde	COMPANY: Yorkville School District 115
MAILING ADDRESS: 800 Game Farm Road	
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: 630-533-4382
EMAIL: hdiverde@y115.org	FAX: 630-553-4398

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.

Heather DiVerde

Director of Facility Operations, CPS

PRINT NAME

TITLE

Heather DiVerde

10.14.25

SIGNATURE*

DATE

**The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)*

INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS

ENGINEERING DEPOSITS:		LEGAL DEPOSITS:	
Up to one (1) acre	\$5,000	Less than two (2) acres	\$1,000
Over one (1) acre, but less than ten (10) acres	\$10,000	Over two (2) acres, but less than ten (10) acres	\$2,500
Over ten (10) acres, but less than forty (40) acres	\$15,000	Over ten (10) acres	\$5,000
Over forty (40) acres, but less than one hundred (100)	\$20,000		
In excess of one hundred (100.00) acres	\$25,000		

**CERTIFIED MAILING
AFFIDAVIT**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I/We, Heather DiVerde, 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

16 day of October, 2025


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: 11067 - 11087 River Road, Plano, IL 60545		PARCEL NUMBER: 02-30-400-006, 02-31-226-002 ar 02-29-300-002	
SUBDIVISION:		LOT/UNIT:	
APPLICANT INFORMATION			
NAME: Heather DiVerde		TELEPHONE: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS 630-553-4382	
ADDRESS: 800 Game Farm Road		E-MAIL: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS hdiverde@y115.org	
CITY, STATE, ZIP: Yorkville, IL 60560		FAX: 630-553-4398	
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>			
 SIGNATURE/AUTHORIZED AGENT		10.16.25 DATE	
DATE RETURNED: _____			
RECEIVED BY: _____		PZC# _____	

parcels #02-30-400-006 & #02-31-226-002

Exhibit A

STATE OF ILLINOIS)

)SS

COUNTY OF LASALLE)

To: CHICAGO TITLE INSURANCE COMPANY

This is to certify that this map or plat and the survey on which it was 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 does not include Table A items. The initial fieldwork was completed on 09/06/2024.

Legal Description as Provided on Title Commitment

The East Half of the Northeast Quarter (Except 10.41 acres on the North End thereof), and the East Half of the Southeast Quarter of Section 30, and that part of the East Half of the Northeast Quarter of Section 31 North of the Fox River, containing 20.42 acres, all in Township 37 North, Range 7 East of the Third Principal Meridian, situated in the Town of Bristol, in the County of Kendall, and State of Illinois; subject to the Right-of-Way for Highway Purposes described in Deed Record 72 Page 560 and Deed Record 98 Page 131, Records of Kendall County, Illinois.

Exception 1

(EXCEPTING THEREFROM) The tract of land described in the Warranty Deed, dated June 7th, 1947, Made by Edward J. Heinz and Mary D. Heinz, his wife, to Laurence J. Flynn, Alma Flynn, William C. Buckberg, recorded in Warranty Deed Record 97 Page 435, Records of Kendall County, Illinois.

Exception 2

(AND EXCEPTING) That part of the East Half of the Southeast Quarter of Section 30 and of the East Half of the Northeast Quarter of Section 31, Township 37 North Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Section 31; thence South along the East line of said Section 31, 277.6 feet to the centerline of the North River road; thence South 86 degrees 06 minutes 00 seconds West along said Centerline 746.6 feet; thence South 84 degrees 36 minutes 00 seconds West along said Centerline 292.35 feet for the Point of Beginning; thence North 00 degrees 53 minutes 00 seconds East

403.95 feet; thence North 87 degrees 12 minutes 00 seconds West 295.1 feet to the West line of the Southeast Quarter of the East Half of said Section 30; thence South 00 degrees 53 minutes 00 seconds West along said West line and the West line of the East Half of the Northeast Quarter of Section 31, 454 feet to said Centerline of North River Road; thence North 82 degrees 46 minutes 00 seconds East along said centerline 202.65 feet; thence North 84 degrees 23 minutes 00 seconds East along said Centerline 93.7 feet to the Point of Beginning, in the Township of Bristol, Kendall County, Illinois.

Exception 3

(AND ALSO EXCEPTING) That part of the Northeast Quarter of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 39 minutes 10 seconds East along the East line of said Northeast Quarter 378.90 feet to the North Right-of-Way line of U.S. Route No. 34 for a Point of Beginning; thence South 00 degrees 39 minutes 10 seconds East along said East line, 1532.20 feet; thence South 89 degrees 05 minutes 00 seconds West 1322.55 feet to the West line of the East Half of said Northeast Quarter; thence Northerly along said West line, 1670.29 feet to said North Right-of-Way line; thence Easterly along said North line, 1330.88 feet to said North Right-of-Way line; Thence Easterly along said North line, 1330.88 feet to the Point of beginning in Bristol Township, Kendall County, Illinois and containing 48.647 acres.

Exception 4

(AND ALSO EXCEPTING) That part of the East Half of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian being described as follows: Commencing at a found Stone at the Southeast corner of said Section 30; thence North 01 degree 10 minutes 20 seconds West along the East line of said Section 30, a distance of 2650.43 feet to the East Quarter corner of said Section 30 for the Point of Beginning; thence South 01 degrees 10 minutes 20 seconds East along said East line, 502.04 feet; thence South 88 degrees 45 minutes 41 seconds West 2.48 feet; thence North 01 degree 14 minutes 18 seconds West, 1241.43 feet; thence North 88 degrees 29 minutes 52 seconds East, 2.19 feet to a point on said East line, said Point being 739.40 feet Northerly of said East Quarter corner; thence South 01 degree 18 minutes 22 seconds East along said East line, 739.40 feet to the Point of Beginning, all in Township of Bristol, Kendall County, Illinois.

SCHEDULE B - PART II

General Exceptions

1. Rights or claims of parties in possession not shown by Public Records (Not known to surveyor at time of Survey.)

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (Not known to surveyor at time of Survey.)

3. Easements, or claims of easements, not shown by the Public Records. (Not known to surveyor at time of Survey.)

4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records (Not known to surveyor at time of Survey.)

5. Taxes or special assessments which are not shown as existing liens by the Public Records (Not known to surveyor at time of Survey.)

21. Rights of the Public, the State of Illinois, and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein. North River Road: County of Kendall (As shown on Survey.)

22. Rights of Way for drainage tiles, ditches, feeders, laterals, and underground pipes, if any. (As shown on Survey.)

24. Easement Contract Grant of Permanent Sewer and Water easement and Temporary Construction Easement recorded July 27, 1994 as document 9407616 (1994-07616), made by Merchants National Bank of Aurora, as Trustee under Trust Agreement dated October 2, 1973 and known as Trust Number 2175 to the City of Yorkville, a municipal corporation of Illinois (As shown on Survey.)

25. Water lines and manholes appurtenant to the easement shown above, as shown on Plat of Survey made by R.B. & Associates Land Surveyors, Inc. dated February 26, 2004 JOB#2004-11888-001 b (As shown on Survey.)

26. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: Illinois Bell Telephone Company, it's successors and assigns.

Purpose: Easement

Recording Date: February 27, 1974

Recording No.: 74-752

Affects: The S1/2 (South Half) of a public road known as U.S.

Route 34 in the East 1/2 (East Half) of the NE 1/4 (Northeast Quarter) 30-37-7 (Section 30, Township 37 North, Range 7 East) (Easement is in no part contained within the bounds of this parcel. See description and area marked "Exception 3", wherein above easement is contained in-whole or in-part.)

27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Yorkville-Bristol Sanitary District

Purpose: Easement

Recording Date: December 14, 2004

Recording No.: 200400034866

(As shown on Survey.)

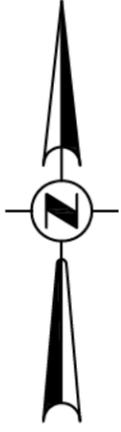
YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT

PARCEL 02-29-300-002

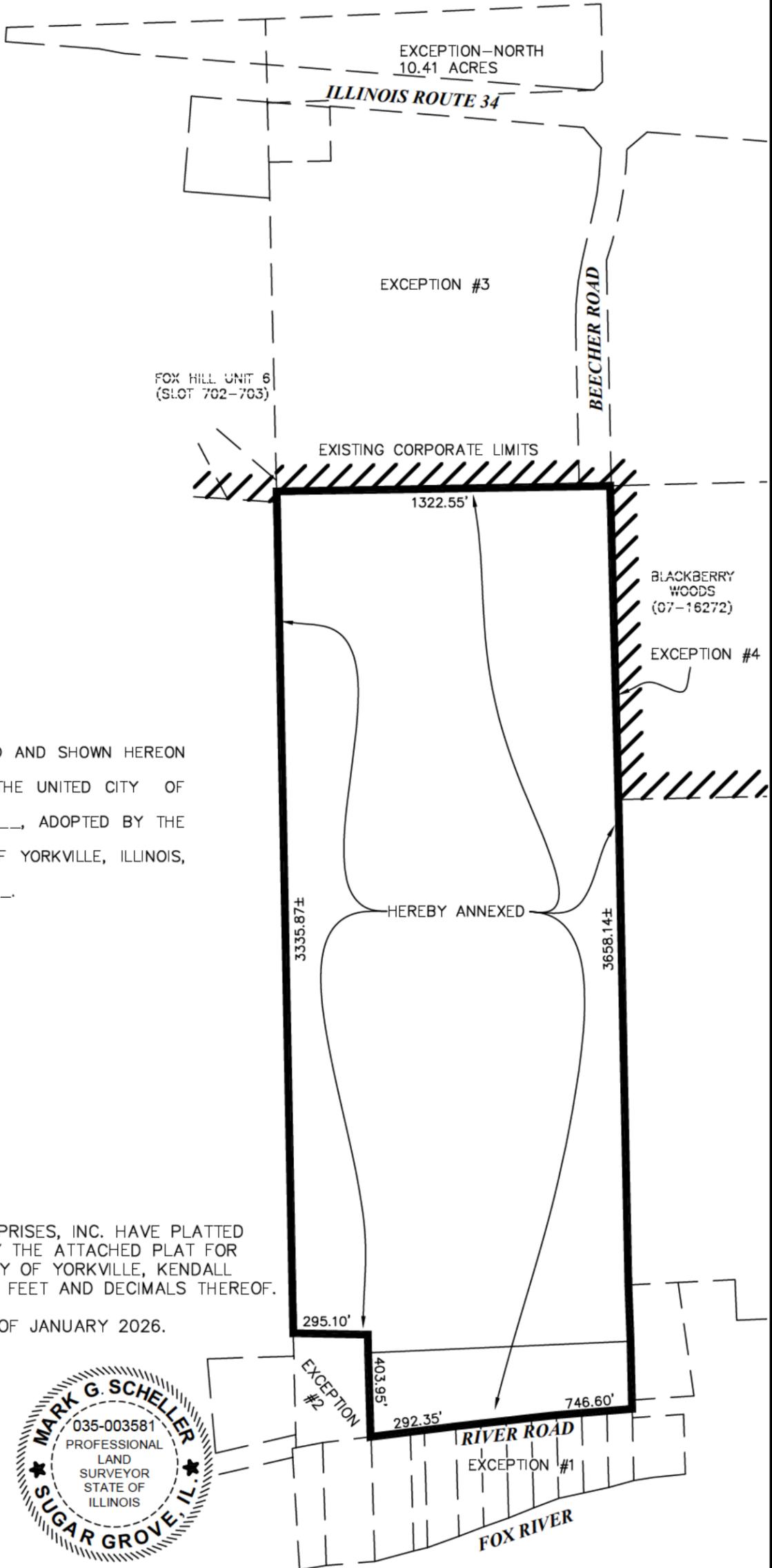
THAT PART OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG THE EXTENSION OF THE SOUTHERLY LINE OF SAID SUBDIVISION, TO THE CENTER LINE OF GAME FARM ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE OF GAME FARM ROAD TO THE SOUTHERLY LINE OF LOT 8 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN BY PLAT BOOK 1 PAGE 81; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTHERLY, ALONG SAID WEST LINE, TO THE CENTERLINE OF BLACKBERRY CREEK; THENCE WESTERLY AND NORTHERLY, ALONG SAID CENTERLINE, TO THE SOUTHERLY LINE EXTENDED WESTERLY OF SAID CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG SAID EXTENDED LINE AND THE SOUTHERLY LINE TO THE POINT OF BEGINNING, IN THE UNITED CITY YORKVILLE, KENDALL COUNTY, ILLINOIS.

PLAT OF ANNEXATION

TO THE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS



0 500 1000
 SCALE FEET
 P.I.N.S 02-30-400-006
 02-31-226-002



STATE OF ILLINOIS)
)ss
 COUNTY OF KENDALL)

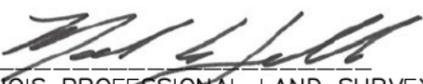
THIS IS TO CERTIFY THAT THE TERRITORY DESCRIBED AND SHOWN HEREON
 WAS INCORPORATED INTO AND MADE A PART OF THE UNITED CITY OF
 YORKVILLE, ILLINOIS BY ORDINANCE No. _____, ADOPTED BY THE
 MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
 THIS _____ DAY OF _____, 20____.

 CITY CLERK

STATE OF ILLINOIS)
)S.S.
 COUNTY OF KANE)

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES, INC. HAVE PLATTED
 THE PROPERTY DESCRIBED HEREON, AS SHOWN BY THE ATTACHED PLAT FOR
 THE PURPOSE OF ANNEXATION TO THE UNITED CITY OF YORKVILLE, KENDALL
 COUNTY, ILLINOIS. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

DATED AT SUGAR GROVE, ILLINOIS, THIS 6th DAY OF JANUARY 2026.

BY: 
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3581
 (EXP. 11/30/26)



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

PROJECT NO: Y02529
 FILE NO: Y02529 ANNEX 02-31-226-002

PLAT OF ANNEXATION

TO THE UNITED CITY OF YORKVILLE

KENDALL COUNTY, ILLINOIS

THE EAST HALF OF THE NORTHEAST QUARTER (EXCEPT 10.41 ACRES ON THE NORTH END THEREOF), AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, AND THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31 NORTH OF THE FOX RIVER, CONTAINING 20.42 ACRES, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE TOWN OF BRISTOL, IN THE COUNTY OF KENDALL, AND STATE OF ILLINOIS; SUBJECT TO THE RIGHT-OF-WAY FOR HIGHWAY PURPOSES DESCRIBED IN DEED RECORD 72 PAGE 560 AND DEED RECORD 98 PAGE 131, RECORDS OF KENDALL COUNTY, ILLINOIS.

EXCEPTION 1

(EXCEPTING THEREFROM) THE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED, DATED JUNE 7TH, 1947, MADE BY EDWARD J. HEINZ AND MARY D. HEINZ, HIS WIFE, TO LAURENCE J. FLYNN, ALMA FLYNN, WILLIAM C. BUCKBERG, RECORDED IN WARRANTY DEED RECORD 97 PAGE 435, RECORDS OF KENDALL COUNTY, ILLINOIS.

EXCEPTION 2

(AND EXCEPTING) THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30 AND OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 31, 277.6 FEET TO THE CENTERLINE OF THE NORTH RIVER ROAD; THENCE SOUTH 86 DEGREES 06 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE 746.6 FEET; THENCE SOUTH 84 DEGREES 36 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE 292.35 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 53 MINUTES 00 SECONDS EAST 403.95 FEET; THENCE NORTH 87 DEGREES 12 MINUTES 00 SECONDS WEST 295.1 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE EAST HALF OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, 454 FEET TO SAID CENTERLINE OF NORTH RIVER ROAD; THENCE NORTH 82 DEGREES 46 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE 202.65 FEET; THENCE NORTH 84 DEGREES 23 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE 93.7 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

EXCEPTION 3

(AND ALSO EXCEPTING) THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 39 MINUTES 10 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 378.90 FEET TO THE NORTH RIGHT-OF-WAY LINE OF U.S. ROUTE NO. 34 FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 39 MINUTES 10 SECONDS EAST ALONG SAID EAST LINE, 1532.20 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 00 SECONDS WEST 1322.55 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER; THENCE NORTHERLY ALONG SAID WEST LINE, 1670.29 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE EASTERLY ALONG SAID NORTH LINE, 1330.88 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE EASTERLY ALONG SAID NORTH LINE, 1330.88 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 48.647 ACRES.

EXCEPTION 4

(AND ALSO EXCEPTING) THAT PART OF THE EAST HALF OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND STONE AT THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE NORTH 01 DEGREE 10 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 2650.43 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 30 FOR THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 10 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE, 502.04 FEET; THENCE SOUTH 88 DEGREES 45 MINUTES 41 SECONDS WEST 2.48 FEET; THENCE NORTH 01 DEGREE 14 MINUTES 18 SECONDS WEST, 1241.43 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 52 SECONDS EAST, 2.19 FEET TO A POINT ON SAID EAST LINE, SAID POINT BEING 739.40 FEET NORTHERLY OF SAID EAST QUARTER CORNER; THENCE SOUTH 01 DEGREE 18 MINUTES 22 SECONDS EAST ALONG SAID EAST LINE, 739.40 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS



Engineering Enterprises, Inc.

CONSULTING ENGINEERS

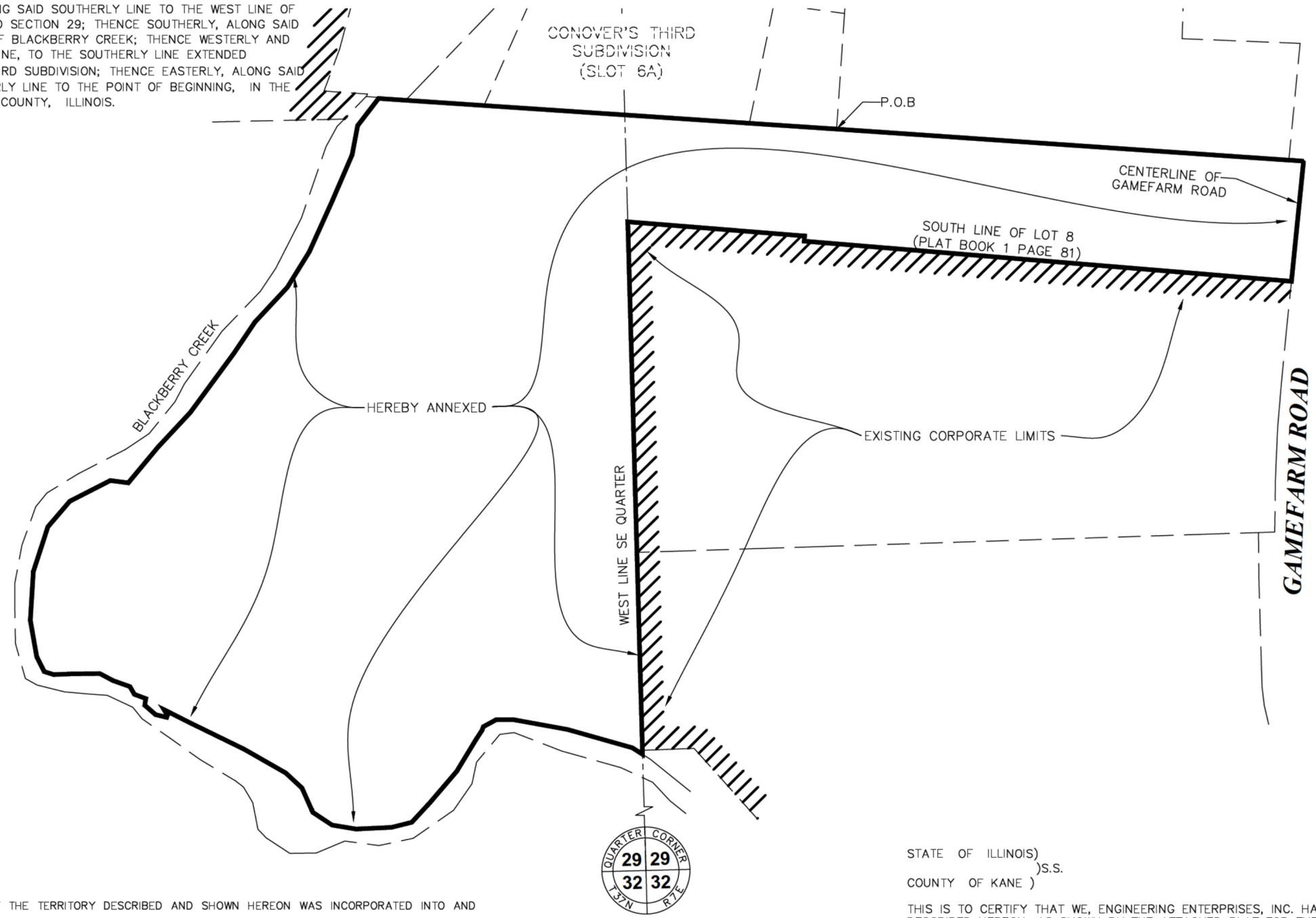
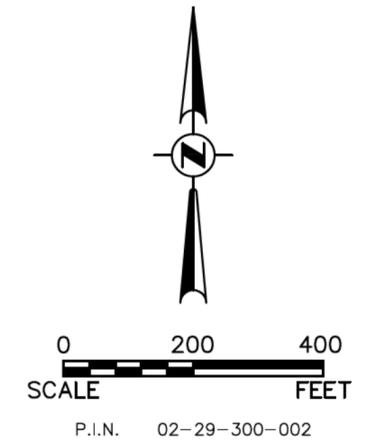
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

PROJECT NO: YO2529
FILE NO: YO2529 ANNEX 02-31-226-002

LEGAL DESCRIPTION:

THAT PART OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG THE EXTENSION OF THE SOUTHERLY LINE OF SAID SUBDIVISION, TO THE CENTER LINE OF GAME FARM ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE OF GAME FARM ROAD TO THE SOUTHERLY LINE OF LOT 8 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN BY PLAT BOOK 1 PAGE 81; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTHERLY, ALONG SAID WEST LINE, TO THE CENTERLINE OF BLACKBERRY CREEK; THENCE WESTERLY AND NORTHERLY, ALONG SAID CENTERLINE, TO THE SOUTHERLY LINE EXTENDED WESTERLY OF SAID CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG SAID EXTENDED LINE AND THE SOUTHERLY LINE TO THE POINT OF BEGINNING, IN THE UNITED CITY YORKVILLE, KENDALL COUNTY, ILLINOIS.

PLAT OF ANNEXATION TO THE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS



STATE OF ILLINOIS)
COUNTY OF KENDALL)^{ss}

THIS IS TO CERTIFY THAT THE TERRITORY DESCRIBED AND SHOWN HEREON WAS INCORPORATED INTO AND MADE A PART OF THE UNITED CITY OF YORKVILLE, ILLINOIS BY ORDINANCE No. _____, ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20__.

CITY CLERK

STATE OF ILLINOIS)
COUNTY OF KANE)^{s.s.}

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES, INC. HAVE PLATTED THE PROPERTY DESCRIBED HEREON, AS SHOWN BY THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF MONTGOMERY, KANE COUNTY, ILLINOIS. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

DATED AT SUGAR GROVE, ILLINOIS, THIS 25th DAY OF SEPTEMBER 2025.

BY: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3581
(EXP. 11/30/26)



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

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

NO.	DATE	REVISIONS

DATE: SEPTEMBER 25, 2025
PROJECT NO. YO2529
FILE NO YO2529 ANNEX HS
PAGE 1 OF 1

From: [Krysti Barksdale-Noble](#)
To: [Sara Mendez](#)
Subject: FW: Regarding rezoning for the new school on River Road
Date: Friday, January 23, 2026 10:33:36 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

FYI – save to the file. Thanks.

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: Bart Olson <BOlson@yorkville.il.us>
Sent: Friday, January 23, 2026 10:29 AM
To: [REDACTED]
Cc: Krysti Barksdale-Noble <knoble@yorkville.il.us>; Jori Contrino <jcontrino@yorkville.il.us>
Subject: RE: Regarding rezoning for the new school on River Road

Hello Karen,

Thanks for confirming – we will include your comments in the packet.

Anyone may speak at the public meeting – I believe we’re tentatively set for the February 10th meeting.

Thanks,

Bart Olson
City Administrator
United City of Yorkville
651 Prairie Point Drive
Yorkville, Illinois 60560
630-553-8537 direct
630-308-0582 cell
bolson@yorkville.il.us

From: [REDACTED]

Sent: Friday, January 23, 2026 9:42 AM

To: Bart Olson <BOlson@yorkville.il.us>

Subject: Re: Regarding rezoning for the new school on River Road

Hello!

Yes I would definitely like my comments included in the public meeting packet. I would be willing to speak at the meeting if that would be better. Please let me know.

I think the LEAST that needs to be done is a traffic study. Those short 2 blocks are so dangerous already from so many people blowing the stops signs.

Thank you for your fast response. It was greatly appreciated. Have a great day. Stay Warm!!

Karen Hurt

On Thursday, January 15, 2026 at 02:27:21 PM CST, Bart Olson <bolson@yorkville.il.us> wrote:

Received, thanks for forwarding.

I would note that the Planning and Zoning Commission meeting did occur last night, and the PZC recommended approval of the School's request for rezoning. The matter will be in front of the City Council at a future meeting, and we will include your comments in the public meeting packet, if you'd like. Please let me know.

Bart Olson
City Administrator
United City of Yorkville
651 Prairie Point Drive
Yorkville, Illinois 60560
630-553-8537 direct
630-308-0582 cell
bolson@yorkville.il.us

-----Original Message-----

From: KAREN HURT <[REDACTED]>
Sent: Thursday, January 15, 2026 1:44 PM
To: Bart Olson <BOlson@yorkville.il.us>
Subject: Regarding rezoning for the new school on River Road

Hi Mr. Olson

I am unable to come to tonight's meeting but I just have one major concern I'd like you to keep in mind.

The River Road location is nice however since the City closed access to River Road from King Street, with zero input or consideration for all the residents who live there, Church Street has become a nightmare. Everyone races through Main Street and Church to get back to River Road. There is no other access to River Road since direct access was removed from Route 47. Very few people stop for the stop sign there. Unfortunately there are children living in the house on the corner and I am

increasingly concerned for their safety. There are no curbs nor sidewalks either and this could result in a car driving into the house. Everyone is always in such a hurry and adding so many more cars heading to and from school would add more craziness to that corner. Since it's right by town square there are lots of people who walk their dogs as well. Having a school on River would make that intersection too dangerous for people to live near. The added cars from all those people heading to the school is something I shudder to contemplate.

If the school is built there another way to get to River from Route 47 will HAVE to be found. Please at least consider restricting access from Church Street to River if you want to use the property on River Road.

Thank you for your consideration. Please respond so I know you received this.

Karen Hurt



Sent from my iPhone



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

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2025-08

Agenda Item Summary Memo

Title: Public Works and Parks Department Facility Update

Meeting and Date: City Council – February 10, 2026

Synopsis: Please see the attached Construction Contingency Adjustments.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

Yorkville Public Works
Construction Contingency Adjustment Log

NO.	DATE ISSUED	DESCRIPTION	ADJUSTMENT	TOTAL	UPDATED CONTINGENCY	DATE RETURNED	COMMENTS
ORIGINAL CONTRUCTION CONTINGENCY					\$ 1,249,598.00		
APRIL 2025							
CA 01	4/17/2025	Per plan changes dated 3/25/25, increase diameter of Structures 10 & 27 from 5' to 6'. RCW Markup	\$ (2,252.80) \$ (214.02)	\$ (2,466.82)	\$ 1,247,131.18	4/17/2025	
CA 02	4/17/2025	Per City request, change 2" water service from Type K copper to Pex with tracer wire. RCW Markup	\$ 3,998.50 \$ -	\$ 3,998.50	\$ 1,251,129.68	4/17/2025	
MAY 2025							
CA 03	5/1/2025	Time spent locating existing water main as it was not shown accurately on the Drawings. Work also included relocating the topsoil pile due to new water main connection. Add 40' of 8" DI and (2) 45 bends for new connection location. Change casing on Catch Basin 26 from Type 1 as noted to a Type 11 curb unit. RCW Markup	\$ (7,337.75) \$ (697.09)	\$ (8,034.84)	\$ 1,243,094.84	5/1/2025	
CA 04	5/15/2025	Revise storm water drainage system per Revision 5. Work included the addition of 16' of 36" RCP, (1) 36" FES, rip rap and connection to STR 27. RCW Markup	\$ (10,898.00) \$ (1,035.31)	\$ (11,933.31)	\$ 1,231,161.53	5/15/2025	
JULY 2025							
CA 05	6/18/2025	Per response to RFI 2, provide ventilation in elevator shaft through roof. RCW Markup	\$ (10,291.50) \$ (977.69)	\$ (11,269.19)	\$ 1,219,892.34	6/26/25	
AUGUST 2025							
CA 06	7/24/2025	Provide an additional 256.5 CY of undercutting at trench excavations as directed by the Testing Company. This proposal is based on a unit cost of \$190/CY and the cost to increase the bond. Please note that the original allowance only covered the first 275 CY of undercuts. RCW Markup	\$ (49,350.00) \$ (4,688.25)	\$ (54,038.25)	\$ 1,165,854.09	08/07/25	
CA 07	8/7/2025	Provide utility public walk. RCW Markup	\$ (1,990.00) \$ (189.05)	\$ (2,179.05)	\$ 1,163,675.04	08/07/25	
October 2025							
CA 09* (Out of Sequence)	10/2/2025	Provide 2-1/2" O.D. line posts at 8' O.C. in lieu of 2" O.D. posts at 10' O.C. Provide 3" O.D. terminal posts in lieu of 2-1/2" O.D. posts. These changes are necessary to meet performance expectations and avoid potential issues such as post deflection, concrete footing failure, or overall system compromise under wind load. RCW Markup	\$ (10,717.35) \$ (1,018.15)	\$ (11,735.50)	\$ 1,151,939.54	10/02/25	Approved at 10/02/25 OAC Meeting.
CA 10	10/2/2025	Provide 8" thick apron with rebar reinforcement between building and asphalt pavement. RCW Markup	\$ (16,100.00) \$ (1,529.50)	\$ (17,629.50)	\$ 1,134,310.04	10/02/25	Approved at 10/02/25 OAC Meeting.
CA 08* (Out of Sequence)	9/24/2025	Berm up excess spoils around the site. RCW Markup	\$ (39,600.00) \$ (3,762.00)	\$ (43,362.00)	\$ 1,090,948.04	10/10/25	Approved via email on 10/10/25. S&K: 6,600 CY at \$6.00 / CY
December 2025							
CA 11	11/11/2025	Per response to RFI 25, increase the size of the gas piping heading towards the Boiler Room to 2-1/2" in lieu of 2". RCW Markup	\$ (498.76) \$ (47.38)	\$ (546.14)	\$ 1,090,401.90	11/12/25	Approved via email on 11/12/25.
CA 12	11/18/2025	Provide temporary enclosures for overhead door openings, window openings and door openings. RCW Markup	\$ (16,596.00) \$ (1,576.62)	\$ (18,172.62)	\$ 1,072,229.28	11/20/25	Approved via email on 11/20/25.
CA 13	11/18/2025	Fire Protection changes due to new flow test results. The new flow tests show less pressure then the pressure indicated on the Drawings. This will result in upsizing the branch lines, riser, and backflow. RCW Markup	\$ (12,882.00) \$ (1,223.79)	\$ (14,105.79)	\$ 1,058,123.49	11/20/25	Approved via email on 11/20/25.
January 2026							
CA 14	12/11/2025	Provide temporary walls and doors in Area A. RCW Markup	\$ (3,384.00) \$ (321.48)	\$ (3,705.48)	\$ 1,054,418.01	01/08/26	Burks CO 4 Approved at OAC Meeting on 01/08/26.
CA 15	12/22/2025	Provide cold weather concrete for slab on grade and aprons poured between 11/09/25 and 11/29/25. RCW Markup (No Markup)	\$ (35,080.00) \$ -	\$ (35,080.00)	\$ 1,019,338.01	1/8/2026	Eagle COP 10 Approved at OAC Meeting on 01/08/26.
CA 16	12/22/2025	Provide temporary heat necessary to continue working inside the building. Costs include the fees for the heaters, hoses and propane gas between 11/11/25 to 11/24/25. RCW Markup	\$ (21,719.17) \$ (2,063.32)	\$ (23,782.49)	\$ 995,555.52	1/8/2026	Approved at OAC Meeting on 01/08/26.

Yorkville Public Works
Construction Contingency Adjustment Log (cont.)

February 2026

CA 17	1/22/2026	Provide additional concrete to increase the size of the generator pad and pour additional sidewalk due to the layout changes related to the generator area.	\$ (6,850.00)	\$ (7,500.75)	\$ 988,054.77	1/30/2026	Approved via email on 01/30/26.
		RCW Markup	\$ (650.75)				
CA 18	1/22/2026	Provide plywood backing, power and data for (11) new tv locations.	\$ (22,657.00)	\$ (24,809.42)	\$ 963,245.35	1/30/2026	Approved via email on 01/30/26. City will furnish and install mounts and tvs.
		RCW Markup	\$ (2,152.42)				
CA 19	1/27/2026	Provide temporary heat necessary to continue working inside the building. Costs include the fees for the heaters, hoses and propane gas between 11/25/25 to 12/24/25.	\$ (15,901.80)	\$ (17,412.47)	\$ 945,832.88	1/30/2026	Approved via email on 01/30/26.
		RCW Markup	\$ (1,510.67)				
CA 20	1/29/2026	Reroute (4) vent piping runs in Area D and upsize them from 2" pipes to 3" pipes. Refer to the attached Drawings. Work also includes (4) new roof penetrations for the new runs and patching of the previous roof penetrations. This work is recommended by the A/E to clean up the vent piping at the mezzanine.	\$ (10,403.00)	\$ (11,391.29)	\$ 934,441.59	1/30/2026	Approved via email on 01/30/26.
		RCW Markup	\$ (988.29)				
CA 21	2/2/2026	Reduce newly installed gas service from 5" to 4" as required by Nicor Gas.	\$ (931.27)	\$ (1,019.74)	\$ 933,421.85		Awaiting comments from the City.
		RCW Markup	\$ (88.47)				

**Yorkville Public Works
Owner Contingency Adjustment Log**

NO.	DATE ISSUED	DESCRIPTION	ADJUSTMENT	TOTAL	UPDATED CONTINGENCY	DATE RETURNED	COMMENTS
ORIGINAL OWNER'S CONTINGENCY					\$ 499,839.00		
JULY 2025							
OA 01	6/25/2025	Per RFI-006, provide Yorkville Mix (4,500 psi with fibers) in exterior concrete walks and aprons only.	\$ (11,400.00)	\$ (12,483.00)	\$ 487,356.00	6/26/2025	
		RCW Markup	\$ (1,083.00)				
OCTOBER 2025							
OA 02	9/17/2025	Provide new window in the PW Director's Office 109.	\$ (10,045.00)	\$ (10,999.28)	\$ 476,356.72	9/23/2025	County Prestress & Precast: \$6,630 Madden Glass: \$2,655 LJ Morse: \$760
		RCW Markup	\$ (954.28)				
January 2026							
OA-03	12/19/2025	Provide resinous flooring and base, including moisture mitigation, in Brine Room 300.	\$	\$	\$ 476,356.73	1/22/2026	Arflow: \$14,113.60 RCW Markup: \$1,340.78 Total: \$15,454.28 City rejected proposal at the January 22, 2026 OAC Meeting.
		RCW Markup	\$				

Yorkville Public Works
Risk Reserve Adjustment Log

NO.	DATE ISSUED	DESCRIPTION	ADJUSTMENT	TOTAL	UPDATED CONTINGENCY	DATE RETURNED	COMMENTS
ORIGINAL RISK RESERVE CONTINGENCY					\$ 750,000.00		
RRA 01	10/2/2025	Cost Impact by tariffs on the Elevator Work Scope.	\$ (12,075.00) \$ (1,147.13)	\$ (13,222.13)	\$ 736,777.87	10/2/2025	Approved at 10/02/25 OAC Meeting.



EAGLE CONCRETE, INC.

Est. 1971

1305 S. River Street, Batavia, IL 60510-9648
Phone: (630) 879-2660 • Fax: (630) 879-2025

CHANGE ORDER REQUEST #9: Site Renovation

Contract Name: Yorkville Public Works and Parks Facility

Job Number: 25083

Contract Number: 2025.01.03A

CO Request Number: 9

Contract Date: June 02, 2025

Date Submitted: November 24, 2025

Contractor: RC WEGMAN CONSTRUCTION
750 MORTON AVE
AURORA IL 60506-2817

Project: YORKVILLE PUBLIC WORKS
306 Boombah Blvd
Yorkville IL 60560

Project Manager: Dan De Wolf
Phone: (630) 777-1968
Email: DanD@rcwegman.com

ECI Project Manager: John Williams
Phone: (630) 425-3014
Email: JohnWilliams@eagleconcrete.com

Project Accountant: Lisa Garcia
Phone: (630) 486-9869
Email: lisag@rcwegman.com

ECI Project Accountant: Krystyna Leo
Phone: (630) 425-3019
Email: KrysLeo@eagleconcrete.com

Task Descriptions(s) / Scope of Work:

ADD APPROX. 62 SF GENERATOR PAD
ADD APPROX. 400 SF WALK AT GENERATOR PAD

Total COR #9 Amount: \$ 6,850.00

Outstanding Change Order Requests:

No.	Date Submitted	Amount
TOTAL		\$ 0.00

Contract Summary:

Original Contract Amount:	\$ 2,857,380.00
Approved CO(s) Amount:	\$ 78,840.00
APPROVED CONTRACT AMOUNT TO DATE:	\$ 2,936,220.00
Outstanding COR(s) Amount:	\$ 0.00
This CO Request Number: 9	\$ 6,850.00
REVISED CONTRACT AMOUNT:	\$ 2,943,070.00

BURKS BROS. DRYWALL, INC.

1207 Badger Street
Yorkville, Illinois 60560
Phone: 630-553-5980
FAX: 630-553-9121

Fax

DATE: 12/17/2025

RC Wegman

Attention: Perry Wegman

750 Morton Ave

Aurora, Il. 60506

Phone 630-844-3000

Fax 630-844-3003

Change Order 6 PR001

Project: Yorkville Public Works & Parks Facility
Yorkville, Il

2025.01

Description of work to be done: Furnish material & labor to install FR 3/4" Plywood backing at (11)
AV1 locations in 11 private offices in the Aministration Area A per sketch PR001 dated
12/16/2025

Material	plywood,fasteners	\$ 386.00
Labor		
12 Hours @ \$137/hr		\$ 1,644.00

Sub-total	\$2,030.00
10%O&P	203.00
Total	\$2,233.00

Proposed Price: \$2,233.00 (Two thousand Two hundred Thirty-three and no/100.)

Additional Charge \$ 2,233.00

Credit:

Michael Burks
Burks Bros. Drywall, Inc.

Accepted by

Date

AWF INC.
AURORA WIRING AND FIXTURE CO.

P.O. Box 1268
Aurora IL. 60507
Phone (630) 859-8777
Fax (630) 898-0874
E Mail - awf251@comcast.net

06/17/2025

Mr. Butch Distajo
RC Wegman Const
750 Morton Ave
Aurora IL 60506

Re: Yorkville Public Works
306 Boombah Boulevard
Yorkville IL 60560

Proposal

AWF Inc. will provide all Labor, Material, Supervision, and Equipment, to provide Electrical work for the RFP-01. There are NO Taxes, Permit, or Utility Co. Fees of any Kind included in Proposal.

Furnish and Install addition QTY of 11 AVI power/data boxes for 11 private offices.

Labor 32hrs @ \$150.00	4800.00
Material	5165.00
CTS	8675.00
Markup 10%	1384.00
Sub Total Price	20024.00
Bond Cost 2%	400.00
Total Price	\$20424.00

Respectfully Submitted by,
Jason Aloisio
Cell # 630-9360415



R.C. WEGMAN CONSTRUCTION COMPANY

750 Morton Avenue
Aurora, Illinois 60506
Office: +1 630 844 3000

CONSTRUCTION MANAGEMENT • GENERAL CONTRACTOR • DESIGN BUILD

WWW.RCWEGMAN.COM

YORKVILLE PUBLIC WORKS

CONSTRUCTION CONTINGENCY ADJUSTMENT CA-19

Date: 01/27/26

Project: Yorkville Public Works

RCW Job No: 2025-01

Submitted To: United City of Yorkville

Attn: Eric Dhuse, Director of Public Works; Bart Olson, City Administrator

Via Email: edhuse@yorkville.il.us; Bolson@yorkville.il.us

Description: Provide temporary heat necessary to continue working inside the building. Costs include the fees for the heaters, hoses and propane gas between 11/25/25 to 12/24/25.

Cost Breakdown: Ferrell Gas Statement (attached) \$ 15,901.80

Subtotal:	\$	15,901.80
RCW Markup	\$	1,510.67
AMOUNT DEDUCTED FROM CONTINGENCY		\$ 17,412.47

Approved By:

UNITED CITY OF YORKVILLE

By: _____

Date: _____



ACCOUNT STATEMENT (cont.)

RC WEGMAN CONSTRUCTION
 750 MORTON AVE
 AURORA, IL 60506-2817

Account No. 237920913
Statement Date 12/25/2025
Statement No. 5009820786
Page No. 2 of 2

DATE	REFERENCE NUMBER	DESCRIPTION	PAYMENTS / CREDITS	CHARGES	ACCOUNT BALANCE
12/12/2025	1132346338	Invoice		739.61	8,873.14
12/16/2025	1132375037	Invoice Yorkville PW 2025-01		774.47	9,647.61
12/24/2025	1132483871	Invoice		1,218.62	10,866.23
11/11/2025	2045117162	Invoice Paid via Ferrell Statement 5009751046		318.23	11,184.46
11/11/2025	2045117192	Invoice		318.23	11,502.69
		SITE TOTAL - YPW&P #2			11,502.69
		SITE - YPW&P #1			
11/12/2025	1132041842	Invoice		352.84	352.84
11/18/2025	1132094306	Invoice Paid via Ferrell Statement 5009751046		1,905.31	2,258.15
11/21/2025	1132135860	Invoice		317.22	2,575.37
11/28/2025	1132190285	Invoice		239.93	2,815.30
12/05/2025	1132271184	Invoice		2,639.48	5,454.78
12/08/2025	1132285585	Invoice		578.89	6,033.67
12/10/2025	1132312823	Invoice		906.05	6,939.72
12/11/2025	1132330375	Invoice Yorkville PW 2025-01		637.85	7,577.57
12/12/2025	1132346335	Invoice		1,220.80	8,798.37
12/16/2025	1132375034	Invoice		1,572.94	10,371.31
12/24/2025	1132483870	Invoice		887.62	11,258.93
11/11/2025	2045116864	Invoice		318.23	11,577.16
11/11/2025	2045116884	Invoice		318.23	11,895.39
11/11/2025	2045117429	Invoice Paid via Ferrell Statement 5009751046		2,805.05	14,700.44
11/11/2025	2045142763	Invoice		1,712.47	16,412.91
		SITE TOTAL - YPW&P #1			16,412.91
		SITE - Rivers Edge Park (KKM)			
12/08/2025	1132273822	Invoice		1,009.11	1,009.11
12/15/2025	1132359983	Invoice RiverEdge 2024-20		919.98	1,929.09
12/03/2025	2045051986	Invoice		211.90	2,140.99
		SITE TOTAL - Rivers Edge Park (KKM)			2,140.99
		MISCELLANEOUS			
12/24/2025	FC-18191871	Late Charges Yorkville PW 2025-01		5.25	5.25
		MISC TOTAL			5.25
		TOTAL ACCOUNT BALANCE:			30,061.84

Payment History For This Period

No payments received for this period.

Your account is past due. Please call our office if you have questions about your bill.



INVOICE

Term: Net 30 Days
 Date: December 24, 2025
 Account #: 237920913
 Sold To: 237920913
 RC Wegman Construction-YPW&P #2
 YPW&P #2
 306 Boombah Blvd
 YORKVILLE, IL 60560

Invoice Number: 1132483871
 PO Number: JOB# 2025-01

Product	Quantity	Unit Price	Total
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE_INDEX	552.30 GAL	\$2.0621	\$1,138.90
		Sub-Total	\$1,138.90
		Taxes	\$79.72
		Total Sale	\$1,218.62

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
 PO BOX 660079, DALLAS TX 75266-0079

INCLUDE YOUR ACCOUNT # AND INVOICE #
 OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature

X



INVOICE

Term: Net 30 Days
 Date: November 28, 2025
 Account #: 237920913
 Sold To: 237920913
 RC Wegman Construction-YPW&P #1
 YPW&P #1
 306 Boombah Blvd
 YORKVILLE, IL 60560

Invoice Number: 1132190285
 PO Number: JOB #2025-01

Product	Quantity	Unit Price	Total
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE_INDEX	100.40 GAL	\$1.9646	\$197.25
HAZMAT_FEE	1.00 EA	\$15.9900	\$15.99
FUEL_SURCHARGE	1.00 EA	\$10.9900	\$10.99

Sub-Total \$224.23
 Taxes \$15.70
 Total Sale \$239.93

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
 PO BOX 660079, DALLAS TX 75266-0079

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R



INVOICE

Term: Net 30 Days
 Date: December 5, 2025
 Account #: 237920913
 Sold To: 237920913
 RC Wegman Construction-YPW&P #1
 YPW&P #1
 306 Boombah Blvd
 YORKVILLE, IL 60560

Invoice Number: **1132271184**
 PO Number: JOB #2025-01

Product	Quantity	Unit Price	Total
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE_INDEX	1,198.40 GAL	\$2.0359	\$2,439.82
HAZMAT_FEE	1.00 EA	\$15.9900	\$15.99
FUEL_SURCHARGE	1.00 EA	\$10.9900	\$10.99
	Sub-Total		\$2,466.80
	Taxes		\$172.68
	Total Sale		\$2,639.48

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS, 2.1

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Customer Signature

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INVOICE

Term: Net 30 Days
 Date: December 8, 2025
 Account #: 237920913
 Sold To: 237920913
 RC Wegman Construction-YPW&P #1
 YPW&P #1
 306 Boombah Blvd
 YORKVILLE, IL 60560

Invoice Number: **1132285585**
 PO Number: JOB #2025-01

Product	Quantity	Unit Price	Total
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE_INDEX	250.80 GAL	\$2.0496	\$514.04
HAZMAT_FEE	1.00 EA	\$15.9900	\$15.99
FUEL_SURCHARGE	1.00 EA	\$10.9900	\$10.99
	Sub-Total		\$541.02
	Taxes		\$37.87
	Total Sale		\$578.89

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
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Customer Signature

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INVOICE

Term: Net 30 Days
 Date: December 5, 2025
 Account #: 237920913
 Sold To: 237920913
 RC Wegman Construction-YPW&P #2
 YPW&P #2
 306 Boombah Blvd
 YORKVILLE, IL 60560

Invoice Number: **1132271186**
 PO Number: JOB# 2025-01

Product	Quantity	Unit Price	Total
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE_INDEX	790.00 GAL	\$2.0359	\$1,608.36
		Sub-Total	\$1,608.36
		Taxes	\$112.59
		Total Sale	\$1,720.95

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
 PO BOX 660079, DALLAS TX 75266-0079

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Customer Signature

X



INVOICE

Term: Net 30 Days
 Date: December 8, 2025
 Account #: 237920913
 Sold To: 237920913
 RC Wegman Construction-YPW&P #2
 YPW&P #2
 306 Boombah Blvd
 YORKVILLE, IL 60560

Invoice Number: **1132285588**
 PO Number: JOB# 2025-01

Product	Quantity	Unit Price	Total
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE_INDEX	768.10 GAL	\$2.0496	\$1,574.30
		Sub-Total	\$1,574.30
		Taxes	\$110.20
		Total Sale	\$1,684.50

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
 PO BOX 660079, DALLAS TX 75266-0079

INCLUDE YOUR ACCOUNT # AND INVOICE #
 OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature

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INVOICE

Term: Net 30 Days
 Date: December 10, 2025
 Account #: 237920913
 Sold To: 237920913
 RC Wegman Construction-YPW&P #1
 YPW&P #1
 306 Boombah Blvd
 YORKVILLE, IL 60560

Invoice Number: 1132312823
 PO Number: JOB #2025-01

Product	Quantity	Unit Price	Total
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE_INDEX	400.70 GAL	\$2.0459	\$819.79
HAZMAT_FEE	1.00 EA	\$15.9900	\$15.99
FUEL_SURCHARGE	1.00 EA	\$10.9900	\$10.99
	Sub-Total		\$846.77
	Taxes		\$59.28
	Total Sale		\$906.05

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
 PO BOX 660079, DALLAS TX 75266-0079

INCLUDE YOUR ACCOUNT # AND INVOICE #
 OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature



INVOICE

Term: Net 30 Days
 Date: December 11, 2025
 Account #: 237920913
 Sold To: 237920913
 RC Wegman Construction-YPW&P #1
 YPW&P #1
 306 Boombah Blvd
 YORKVILLE, IL 60560

Invoice Number: 1132330375
 PO Number: JOB #2025-01

Product	Quantity	Unit Price	Total
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE_INDEX	276.00 GAL	\$2.0621	\$569.14
HAZMAT_FEE	1.00 EA	\$15.9900	\$15.99
FUEL_SURCHARGE	1.00 EA	\$10.9900	\$10.99
	Sub-Total		\$596.12
	Taxes		\$41.73
	Total Sale		\$637.85

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
 PO BOX 660079, DALLAS TX 75266-0079

INCLUDE YOUR ACCOUNT # AND INVOICE #
 OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature



INVOICE

Term: Net 30 Days
 Date: December 10, 2025
 Account #: 237920913
 Sold To: 237920913
 RC Wegman Construction-YPW&P #2
 YPW&P #2
 306 Boombah Blvd
 YORKVILLE, IL 60560

Invoice Number: 1132312826
 PO Number: JOB# 2025-01

Product	Quantity	Unit Price	Total
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE_INDEX	475.50 GAL	\$2.0459	\$972.83
		Sub-Total	\$972.83
		Taxes	\$68.10
		Total Sale	\$1,040.93

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
 PO BOX 660079, DALLAS TX 75266-0079

INCLUDE YOUR ACCOUNT # AND INVOICE #
 OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature



INVOICE

Term: Net 30 Days
 Date: December 11, 2025
 Account #: 237920913
 Sold To: 237920913
 RC Wegman Construction-YPW&P #2
 YPW&P #2
 306 Boombah Blvd
 YORKVILLE, IL 60560

Invoice Number: 1132330378
 PO Number: JOB# 2025-01

Product	Quantity	Unit Price	Total
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE_INDEX	15.40 GAL	\$2.0621	\$31.76
		Sub-Total	\$31.76
		Taxes	\$2.22
		Total Sale	\$33.98

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
 PO BOX 660079, DALLAS TX 75266-0079

INCLUDE YOUR ACCOUNT # AND INVOICE #
 OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature



INVOICE

Term: Net 30 Days
 Date: December 12, 2025
 Account #: 237920913
 Sold To: 237920913
 RC Wegman Construction-YPW&P #1
 YPW&P #1
 306 Boombah Blvd
 YORKVILLE, IL 60560

Invoice Number: 1132346335
 PO Number: JOB #2025-01

Product	Quantity	Unit Price	Total
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE_INDEX	540.20 GAL	\$2.0621	\$1,113.95
HAZMAT_FEE	1.00 EA	\$15.9900	\$15.99
FUEL_SURCHARGE	1.00 EA	\$10.9900	\$10.99
		Sub-Total	\$1,140.93
		Taxes	\$79.87
		Total Sale	\$1,220.80

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
 PO BOX 660079, DALLAS TX 75266-0079

INCLUDE YOUR ACCOUNT # AND INVOICE #
 OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature

X



INVOICE

Term: Net 30 Days
 Date: December 16, 2025
 Account #: 237920913
 Sold To: 237920913
 RC Wegman Construction-YPW&P #1
 YPW&P #1
 306 Boombah Blvd
 YORKVILLE, IL 60560

Invoice Number: 1132375034
 PO Number: JOB #2025-01

Product	Quantity	Unit Price	Total
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE_INDEX	699.80 GAL	\$2.0621	\$1,443.06
HAZMAT_FEE	1.00 EA	\$15.9900	\$15.99
FUEL_SURCHARGE	1.00 EA	\$10.9900	\$10.99
		Sub-Total	\$1,470.04
		Taxes	\$102.90
		Total Sale	\$1,572.94

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
 PO BOX 660079, DALLAS TX 75266-0079

INCLUDE YOUR ACCOUNT # AND INVOICE #
 OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature

X



INVOICE

Term: Net 30 Days
 Date: December 12, 2025
 Account #: 237920913
 Sold To: 237920913
 RC Wegman Construction-YPW&P #2
 YPW&P #2
 306 Boombah Blvd
 YORKVILLE, IL 60560

Invoice Number: 1132346338
 PO Number: JOB# 2025-01

Product	Quantity	Unit Price	Total
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE_INDEX	335.20 GAL	\$2.0621	\$691.22
		Sub-Total	\$691.22
		Taxes	\$48.39
		Total Sale	\$739.61

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
 PO BOX 660079, DALLAS TX 75266-0079

INCLUDE YOUR ACCOUNT # AND INVOICE #
 OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature

X



INVOICE

Term: Net 30 Days
 Date: December 16, 2025
 Account #: 237920913
 Sold To: 237920913
 RC Wegman Construction-YPW&P #2
 YPW&P #2
 306 Boombah Blvd
 YORKVILLE, IL 60560

Invoice Number: 1132375037
 PO Number: JOB# 2025-01

Product	Quantity	Unit Price	Total
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE_INDEX	351.00 GAL	\$2.0621	\$723.80
		Sub-Total	\$723.80
		Taxes	\$50.67
		Total Sale	\$774.47

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
 PO BOX 660079, DALLAS TX 75266-0079

INCLUDE YOUR ACCOUNT # AND INVOICE #
 OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature

X



INVOICE

Term: Net 30 Days
 Date: December 24, 2025
 Account #: 237920913
 Sold To: 237920913
 RC Wegman Construction-YPW&P #1
 YPW&P #1
 306 Boombah Blvd
 YORKVILLE, IL 60560

Invoice Number: **1132483870**
 PO Number: JOB #2025-01

Product	Quantity	Unit Price	Total
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE_INDEX	389.20 GAL	\$2.0621	\$802.57
HAZMAT_FEE	1.00 EA	\$15.9900	\$15.99
FUEL_SURCHARGE	1.00 EA	\$10.9900	\$10.99
	Sub-Total		\$829.55
	Taxes		\$58.07
	Total Sale		\$887.62

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
 PO BOX 660079, DALLAS TX 75266-0079

INCLUDE YOUR ACCOUNT # AND INVOICE #
 OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature

X



INVOICE

Term: Net 30 Days
 Date: December 8, 2025
 Account #: 237920913
 Sold To: 237920913
 RC Wegman Construction-Rivers Edge
 Park
 Rivers Edge Park (KKM)
 398 N Broadway
 AURORA, IL 60505-2642

Invoice Number: **1132273822**
 PO Number: JOB #2024-20*

Product	Quantity	Unit Price	Total
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE_INDEX	396.00 GAL	\$2.2859	\$905.22
HAZMAT_FEE	1.00 EA	\$15.9900	\$15.99
FUEL_SURCHARGE	1.00 EA	\$10.9900	\$10.99
	Sub-Total		\$932.20
	Taxes		\$76.91
	Total Sale		\$1,009.11

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
 PO BOX 660079, DALLAS TX 75266-0079

INCLUDE YOUR ACCOUNT # AND INVOICE #
 OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature

X



INVOICE

Term: Net 30 Days
 Date: December 15, 2025
 Account #: 237920913
 Sold To: 237920913
 RC Wegman Construction-Rivers Edge Park
 Rivers Edge Park (KKM)
 398 N Broadway
 AURORA, IL 60505-2642

Invoice Number: 1132359983
PO Number: Job #2024-20

Product	Quantity	Unit Price	Total
DISTANCE_CHECK_MET	1.00 EA	\$0.0000	\$0.00
PROPANE_INDEX	355.90 GAL	\$2.3121	\$822.88
HAZMAT_FEE	1.00 EA	\$15.9900	\$15.99
FUEL_SURCHARGE	1.00 EA	\$10.9900	\$10.99
		Sub-Total	\$849.86
		Taxes	\$70.12
		Total Sale	\$919.98

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
 PO BOX 660079, DALLAS TX 75266-0079

INCLUDE YOUR ACCOUNT # AND INVOICE #
 OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature



INVOICE

Term: Net 30 Days
 Date: December 3, 2025
 Account #: 237920913
 Sold To: 237920913
 RC Wegman Construction-Rivers Edge Park
 Rivers Edge Park (KKM)
 398 N Broadway
 AURORA, IL 60505-2642

Invoice Number: 2045051986
PO Number: JOB #2024-20.

Product	Quantity	Unit Price	Total
SERVICE_LABOR	2.00 HRS	\$100.0000	\$200.00
FUEL_SURCHARGE	1.00 EA	\$10.9900	\$10.99
		Sub-Total	\$210.99
		Taxes	\$0.91
		Total Sale	\$211.90

ALL SALES FINAL PER TERMS OF AGREEMENT
 PRODUCT HAS BEEN ODORIZED
 UN1075, LIQUEFIED PETROLEUM GAS, 2.1

REMIT PAYMENT TO: FERRELLGAS
 PO BOX 660079, DALLAS TX 75266-0079

INCLUDE YOUR ACCOUNT # AND INVOICE #
 OR A COPY OF THIS INVOICE WITH PAYMENT

Customer Signature

FERRELLGAS - 300129
PO BOX 1003
LIBERTY, MO 64069

25554 - 1 / 11 80710

RC Wegman Construction
750 MORTON AVE
AURORA IL 60506-2817





R.C. WEGMAN CONSTRUCTION COMPANY

750 Morton Avenue
Aurora, Illinois 60506
Office: +1 630 844 3000

CONSTRUCTION MANAGEMENT • GENERAL CONTRACTOR • DESIGN BUILD

WWW.RCWEGMAN.COM

YORKVILLE PUBLIC WORKS

CONSTRUCTION CONTINGENCY ADJUSTMENT CA-20

Date: 01/29/26

Project: Yorkville Public Works

RCW Job No: 2025-01

Submitted To: **United City of Yorkville**
Attn: Eric Dhuse, Director of Public Works; Bart Olson, City Administrator
Via Email: edhuse@yorkville.il.us; Bolson@yorkville.il.us

Description: **Reroute (4) vent piping runs in Area D and upsize them from 2" pipes to 3" pipes. Refer to the attached Drawings. Work also includes (4) new roof penetrations for the new runs and patching of the previous roof penetrations. This work is recommended by the A/E to clean up the vent piping at the mezzanine.**

Cost Breakdown:	JL Adler Proposal (attached)	\$	3,560.00
	JB Contracting Proposal (attached)	\$	6,843.00

	Subtotal:	\$	10,403.00
	RCW Markup	\$	988.29
AMOUNT DEDUCTED FROM CONTINGENCY		\$	11,391.29

Approved By:
UNITED CITY OF YORKVILLE

By: _____

Date: _____

KEYNOTES

KEYNOTES ARE TYPICALLY NOT DUPLICATED WITHIN A GIVEN DETAIL. AN UN-KEYNOTED ITEM IN A DETAIL IS THE SAME AS A KEYNOTED ITEM HAVING THE SAME APPEARANCE WITHIN THE SAME DETAIL.

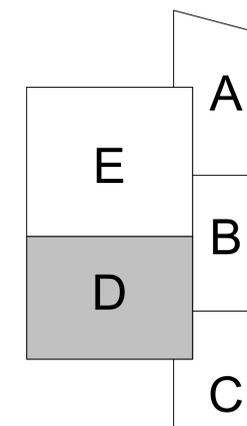
- 22.205 PROVIDE FINAL COMPRESSED AIR CONNECTION TO AIR HOSE REEL. 3/4" UNLESS NOTED OTHERWISE.
- 22.206 PROVIDE FINAL WATER CONNECTION TO WATER HOSE REEL. 1" UNLESS NOTED OTHERWISE. WATER CONNECTION SHALL INCLUDE SHUT-OFF VALVE AND WATTS SERIES LFT DUAL CHECK BACKFLOW PREVENTER.
- 22.214 ROUTE PIPING SO THEY ARE ABOVE OR BELOW WINDOWS. SEE ARCHITECTURAL DRAWINGS FOR ELEVATIONS.
- 22.221 ALL PIPES SHALL BE ROUTED ABOVE BOTTOM CHORD OF JOIST.
- 22.230 PROVIDE STORM PIPE SLOPED AT 1/4" INCH FOOT.

3" VTR at all 4 locations from piers run vent under mezzanine, core through hollowcore, and run up to roof at 4 new penetrations

PLUMBING GENERAL NOTES

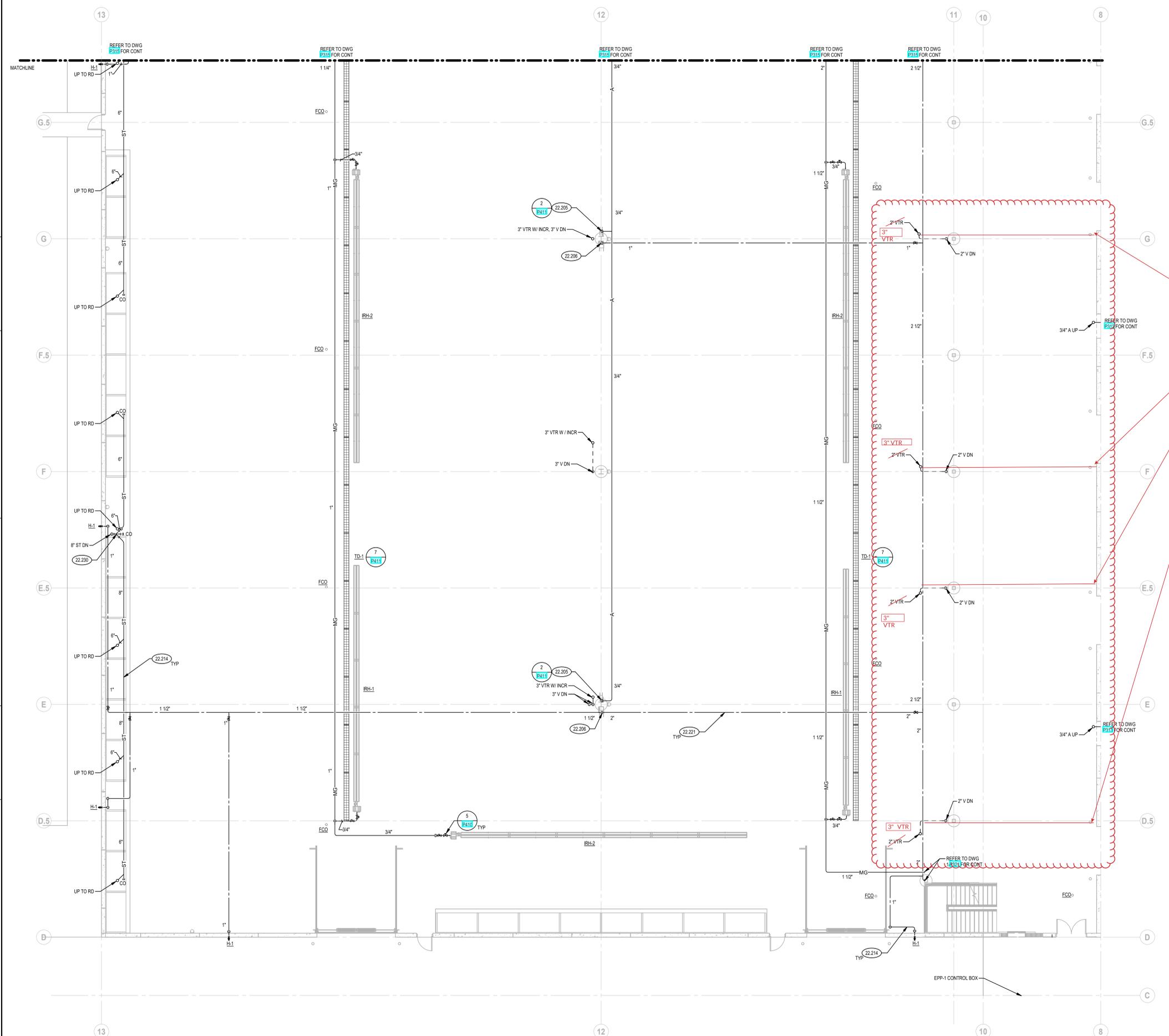
1. REFER TO DRAWING P310 FOR PROJECT GENERAL NOTES.
2. ALL SANITARY, WASTE AND STORM PIPES UP TO AND INCLUDING 3 INCHES SHALL SLOPE AT 1/4 INCH PER FOOT, 4 INCHES AND LARGER SHALL SLOPE AT 1/8 INCH PER FOOT, UNLESS OTHERWISE NOTED.
3. ALL PIPING IS SHOWN DIAGMATICALLY AND DOES NOT SHOW ALL OFFSETS, DROPS AND RISES. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL MATERIAL AND LABOR FOR A COMPLETE AND WORKING SYSTEM.
4. OBTAIN AND PAY ALL COSTS FOR PERMITS, LICENSES, CERTIFICATE FILING AND INSPECTIONS BY AUTHORITIES HAVING JURISDICTION.
5. DO NOT CUT THROUGH THE MASONRY BOND BEAMS OR OTHER STRUCTURAL ELEMENT WHEN INSTALLING OPENINGS REQUIRED FOR ALL PIPING, CONDUITS OR OTHER WORK. COORDINATE WITH THE STRUCTURAL DRAWINGS AND MASON CONTRACTOR FOR ALL BOND BEAM AND STRUCTURAL ELEMENT LOCATIONS. CONTRACTOR CUTTING THROUGH OR OTHERWISE DAMAGING THESE ELEMENTS WILL BE RESPONSIBLE FOR ALL ASSOCIATED ENGINEERING FEES AND SUBSEQUENT RETRO-FIT REINFORCING DEEMED NECESSARY TO REINSTATE THE CONTINUITY OF THE DISRUPTED ELEMENTS.
6. SPACE ALLOCATION, COORDINATION WITH ELECTRICAL, ARCHITECTURAL & OTHER PLUMBING COMPONENTS HAVE BEEN MADE WITH RESPECT TO ALL EQUIPMENT SCHEDULED ON THESE DRAWINGS AND IN THE SPECIFICATIONS OF THE FIRST NAMED MANUFACTURER ONLY. OTHER MANUFACTURERS ARE ACCEPTABLE PROVIDED THEY MEET PERFORMANCE REQUIREMENTS AND AFOREMENTIONED COORDINATION.
7. COORDINATE ROUGH-INS FOR AND INSTALLATION OF PLUMBING FIXTURES WITH ACCESSIBILITY AND MOUNTING INFORMATION CONTAINED ON ARCHITECTURAL DRAWINGS.
8. COORDINATE LOCATIONS OF ROUGH-INS FOR SINKS WITH CASEWORK ELEVATIONS CONTAINED ON ARCHITECTURAL DRAWINGS.
9. DRAINAGE AND VENT SYSTEM SHALL BE PRESSURE TESTED WITH WATER OR AIR.
10. ALL BACKFLOW PREVENTER ASSEMBLIES SHALL BE TESTED AND APPROVED BY A CROSS CONNECTION CONTROL DEVICE INSPECTOR (CCCDI) BEFORE INITIAL OPERATION, AND AT LEAST ANNUALLY THEREAFTER.
11. ALL COFFEE MAKERS, HUMIDIFIERS AND ICE MACHINES WITH A POTABLE WATER SUPPLY LINE SHALL HAVE AN APPROVED DUAL CHECK VALVE DEVICE INSTALLED IN-LINE.

KEYPLAN



FIRST FLOOR PLUMBING PLAN - AREA 'D'

SCALE: 1/8" = 1'-0" ①

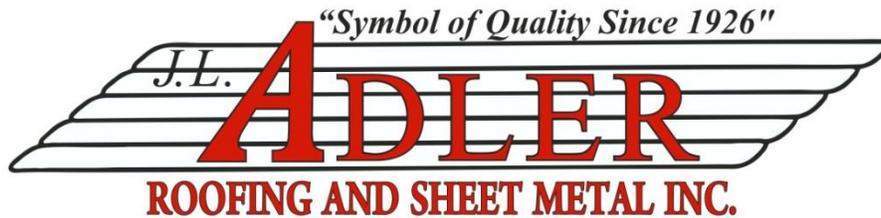


ISSUED	
01/10/25	RIB & PERMIT DOCUMENTS
04/01/25	ISSUED FOR CONSTRUCTION

JOB NO.	21-182-1370
DRAWN	KJD
CHECKED	DDW
APPROVED	DDW

SHEET TITLE	
FIRST FLOOR PLUMBING PLAN - AREA 'D'	
SHEET NUMBER	

P314



Change Order Request – Reroute Vent Piping / Roof Penetrations (Area D)

1/28/2026

Per your request and the attached markups, J.L. Adler Roofing & Sheet Metal, Inc. submits the following change order request for the rerouting of vent piping in Area “D.”

Scope of Work:

- Furnish and install (4) new EPDM pipe boots
- Remove, infill, and permanently seal (4) existing roof penetrations at original locations
- Restore insulation and roofing membrane as required to maintain roof system integrity
- All work to be completed in accordance with manufacturer requirements and project specifications

Change Order Pricing Summary:

- Labor: \$2,688.00
- Materials: \$672.00
- Shipping / Handling: \$200.00

Total Change Order Amount: \$3,560.00

Please review and advise if acceptable so we can proceed upon written approval.

Thank you,

Joe Adler
Vice President / Project Manager
J.L. Adler Roofing & Sheet Metal, Inc.
815-773-1200



2999 St. Vincent Avenue, PO Box 1309
La Salle, IL 61301
Ph: 815-223-9800

PROPOSAL #:15259
DATE:1/28/26
PROJECT: YPW Vent Re-route
PLUMBING

J B CONTRACTING CORP., WILL FURNISH SUPERVISION LABOR, TOOLS, AND MATERIAL AS NEEDED TO COMPLETE THE FOLLOWING SCOPE OF WORK. PRICING IS BASED ON A FORTY HOUR WORK WEEK MONDAY THROUGH FRIDAY FROM 7:00 AM TO 3:30 PM

PLUMBING SCOPE

New Work

Labor- 48.34 hours X 153.30= \$7,410.52

Material- \$1207.96

10% Material Markup- \$120.80

\$8,739.28

Deleted Work

Labor- 10.94 hours X 153.30= \$1,677.10

Material- \$198.80

10% markup- \$19.88

\$1,895.78

Total Add.....\$6,843.50

EXCLUSIONS

- Roof patch, roof flashing

PAYMENT TERMS: _____ 1.5% interest per month 18% per year due on all accounts 30 days past due.

All work to be completed as provided herein. Any Alteration or deviation from above specifications involving extra costs must be in writing. The cost of the alterations or deviation shall be in addition to the above estimate. Proposal withdrawn 30 days from above date. THIS PROPOSAL IS FURTHER SUBJECT TO THE TERMS, CONDITIONS, AND DEFINITIONS SET FORTH ON THE BACK OF THIS PROPOSAL.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. JB Contracting Corp. ("Contractor") is authorized to begin the job specified herein. The undersigned represents and warrants that the undersigned is an authorized agent of Purchaser.

Date of Acceptance: _____

JB Contracting Corporation - PAT BRADY EXT 222

By: _____
Authorized Agent

Purchaser: _____

By: _____
Authorized Agent



R.C. WEGMAN CONSTRUCTION COMPANY

750 Morton Avenue
Aurora, Illinois 60506
Office: +1 630 844 3000

CONSTRUCTION MANAGEMENT • GENERAL CONTRACTOR • DESIGN BUILD

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YORKVILLE PUBLIC WORKS CONSTRUCTION CONTINGENCY ADJUSTMENT CA-21

Date: 02/02/26
Project: Yorkville Public Works
RCW Job No: 2025-01
Submitted To: United City of Yorkville
Attn: Eric Dhuse, Director of Public Works; Bart Olson, City Administrator
Via Email: edhuse@yorkville.il.us; Bolson@yorkville.il.us
Description: Reduce newly installed gas service from 5" to 4" as required by Nicor Gas.

Cost Breakdown: JB Contracting Proposal (attached) \$ 931.27

Subtotal:	\$	931.27
RCW Markup	\$	88.47
AMOUNT DEDUCTED FROM CONTINGENCY		\$ 1,019.74

Approved By:
UNITED CITY OF YORKVILLE

By: _____

Date: _____

J B CONTRACTING CORP.

PO Box 1309, 2999 St. Vincent Ave.
La Salle, IL 61301

Phone (815)223-9800 Fax (815)223-6112

Customer ID 888

Accounts Payable
R.C. Wegman Construction Co.
750 Morton Avenue
Aurora, IL 60506

Phone (630)844-3000 Fax (630)844-3003

Invoice#

59694

Date 01/29/2026

Page# 1

Job ID PSC56455

Yorkville Public Works
IL

Description	Quantity	U/M	Price	Total
Phase ID: 999 Billing Phase				
LABOR AND MATERIAL FOR 5" TO 4" GAS SIZE REDUCTION.				
MATERIAL	1.00		\$162.47	\$162.47
LABOR K. MUDGE	5.00		\$153.76	\$768.80
			Phase 999 Total	\$931.27

FERGUSON

884 S ROHLWING RD
ADDISON, IL 60101-0000

Please contact with Questions: 630-495-2620

JB CONTRACTING CORP
PO BOX 1309
LA SALLE, IL 61301

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1279648	\$75.96	444414	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #1550
PO BOX 802817
CHICAGO, IL 60680-2817

MASTER ACCOUNT NUMBER: 138468

SHIP TO:

JB CONTRACTING CORP
2999 E 350TH ROAD
LA SALLE, IL 61301-0000

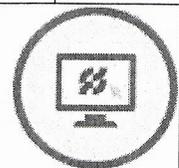
4080
164
1/28/26
PSC 52753
56455
4013

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1550	1550	IL1550	4080	KPB	YORKVILLE	01/27/26	IO 441761
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION		UNIT PRICE	UM	AMOUNT
1	0	GRFWNFS	5 CS 150# STD RF WN FLG			EA	0.00
1	1	GRFWNFP	4 CS 150# STD RF WN FLG		33.660	EA	33.66
1	1	FNWNBGZ1NAR6S	5 150# ZN NA 1/16 RNG NBG SET		36.180	EA	36.18
1	0	GWCRSP	5X4 CS STD WLD CONC RED			EA	0.00
INVOICE SUB-TOTAL							69.84
TAX						Br 1550 Addison	6.12

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to [Ferguson.com](https://www.ferguson.com) and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$75.96
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



884 S ROHLWING RD
ADDISON, IL 60101-0000

Please contact with Questions: 630-495-2620

JB CONTRACTING CORP
PO BOX 1309
LA SALLE, IL 61301

Handwritten:
4080
1412/2/55
psc 504
4013

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1279648-1	\$84.67	444414	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #1550
PO BOX 802817
CHICAGO, IL 60680-2817

MASTER ACCOUNT NUMBER: 138468

SHIP TO:

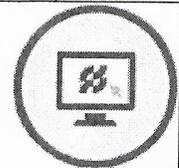
JB CONTRACTING CORP
2999 E 350TH ROAD
LA SALLE, IL 61301-0000

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1550	1550	IL1550	4080	KPB	YORKVILLE	01/28/26	10 441944
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION		UNIT PRICE	UM	AMOUNT
1	1	GRFWNFS	5 CS 150# STD RF WN FLG		51.650	EA	51.65
1	1	GWCRSP	5X4 CS STD WLD CONC RED		26.210	EA	26.21
					INVOICE SUB-TOTAL		77.86
					TAX	Br 1550 Addison	6.81

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

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TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$84.67
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



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"/>
Economic Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #5

Tracking Number

CC 2025-09

Agenda Item Summary Memo

Title: Lake Michigan Water Project Update

Meeting and Date: City Council – February 10, 2026

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.
