



United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA CITY COUNCIL MEETING

Tuesday, June 24, 2025

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. Introduction and Swearing-In of New Yorkville Police Department Officer – Bret Johnson
2. Data Center Presentation

Public Hearings:

1. Project Steel – Prologis (Data Center) – Annexation Agreement

Citizen Comments on Agenda Items:

Consent Agenda:

1. Bill Payments for Approval
 - \$ 417,531.82 (vendors – FY25)
 - \$ 3,157,396.97 (vendors – FY26)
 - \$ 449,914.18 (payroll period ending 06/06/25)
 - \$ 4,024,842.97 (total)
2. PW 2025-61 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Countryside Lift Station Improvements – Design Engineering) – *authorize the Mayor and City Clerk to execute*
3. PW 2025-62 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2025 Stormwater Basin Inspections) – *authorize the Mayor and City Clerk to execute*

Consent Agenda (cont'd):

4. PW 2025-63 Resolution Approving a Change Order Relating to the Eldamain Water Main Loop – South – *authorize the Mayor and City Clerk to execute*

Mayor's Report:

1. CC 2025-50 Ordinance Amending School Transition Fees

Public Works Committee Report:

1. PW 2025-50 Resolution Approving a Bid to Construct a 1,500,000 Gallon Standpipe, Related Water Mains, and Other Site Improvements (South Receiving Station Standpipe)
2. PW 2025-51 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (South Receiving Station Standpipe – Construction)
3. PW 2025-64 Resolution Approving the Release of a Performance Guarantee Bond Related to Ashley Pointe (Prestwick) Subdivision

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

1. CC 2025-52 Resolution Authorizing the Purchase of Playground Equipment from Playcraft Systems in an Amount Not to Exceed \$104,150.25 (Cannonball Ridge Park)

Planning and Zoning Commission:

1. PZC 2025-05 Ordinance Approving an Amendment to the Yorkville Unified Development Ordinance Regarding Energy Industrial Uses

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

2. CC 2025-08 Public Works and Parks Department Facility Update
3. CC 2025-09 Lake Michigan Water Project Update
 - a. Ordinance Amending Water Service Rates and Charges

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: June 18, 2025 – 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: June 3, 2025 – 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: July 3, 2025 – 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: June 17, 2025 – 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, June 24, 2025
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PRESENTATIONS:

1. Introduction and Swearing-In of New Yorkville Police Department Officer – Bret Johnson

2. Data Center Presentation

PUBLIC HEARINGS:

1. Project Steel – Prologis (Data Center) – Annexation Agreement

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. Bill Payments for Approval

Approved _____

As presented

As amended

Notes _____

2. PW 2025-61 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(Countryside Lift Station Improvements – Design Engineering)

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

Removed _____

Notes _____

3. PW 2025-62 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(2025 Stormwater Basin Inspections)

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

Removed _____

Notes _____

4. PW 2025-63 Resolution Approving a Change Order Relating to the Eldamain Water Main Loop – South

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

Removed _____

Notes _____

MAYOR'S REPORT:

1. CC 2025-50 Ordinance Amending School Transition Fees

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

Removed _____

Notes _____

PUBLIC WORKS COMMITTEE REPORT:

1. PW 2025-50 Resolution Approving a Bid to Construct a 1,500,000 Gallon Standpipe, Related Water Mains, and Other Site Improvements (South Receiving Station Standpipe)

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

Removed _____

Notes _____

2. PW 2025-51 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (South Receiving Station Standpipe – Construction)

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

Removed _____

Notes _____

3. PW 2025-64 Resolution Approving the Release of a Performance Guarantee Bond
Related to Ashley Pointe (Prestwick) Subdivision

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

PARK BOARD:

1. CC 2025-52 Resolution Authorizing the Purchase of Playground Equipment from Playcraft
Systems in an Amount Not to Exceed \$104,150.25 (Cannonball Ridge Park)

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

PLANNING AND ZONING COMMISSION:

1. PZC 2025-05 Ordinance Approving an Amendment to the Yorkville Unified Development
Ordinance Regarding Energy Industrial Uses

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

MAYOR'S REPORT (CONT'D):

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

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

Removed _____

Notes _____

3. CC 2025-09 Lake Michigan Water Project Update

a. Ordinance Amending Water Service Rates and Charges

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

Removed _____

Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



| Reviewed By: | |
|-----------------------|-------------------------------------|
| Legal | <input type="checkbox"/> |
| Finance | <input type="checkbox"/> |
| Engineer | <input type="checkbox"/> |
| City Administrator | <input type="checkbox"/> |
| Community Development | <input type="checkbox"/> |
| Purchasing | <input type="checkbox"/> |
| Police | <input checked="" 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: Introduction and Swearing-In of New YPD Officer – Bret Johnson

Meeting and Date: City Council – June 24, 2025

Synopsis: A presentation will take place.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: James Jensen Chief of Police
Name Department

Agenda Item Notes:



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

Agenda Item Number

Presentation #2

Tracking Number

Agenda Item Summary Memo

Title: Data Center Presentation

Meeting and Date: City Council – June 24, 2025

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

The presentation was not complete at the time of packet creation. If it is completed by before the meeting, it will be distributed via a supplemental packet prior to or at the City Council meeting.



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

Agenda Item Number

Public Hearing #1

Tracking Number

Agenda Item Summary Memo

Title: PUBLIC HEARING Project Steel (Prologis) – Annexation Agreement

Meeting and Date: City Council – June 24, 2025

Synopsis: Requests for annexation agreement for an approx. 540-acre data center campus.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval

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

Agenda Item Notes:

See attached memorandum.



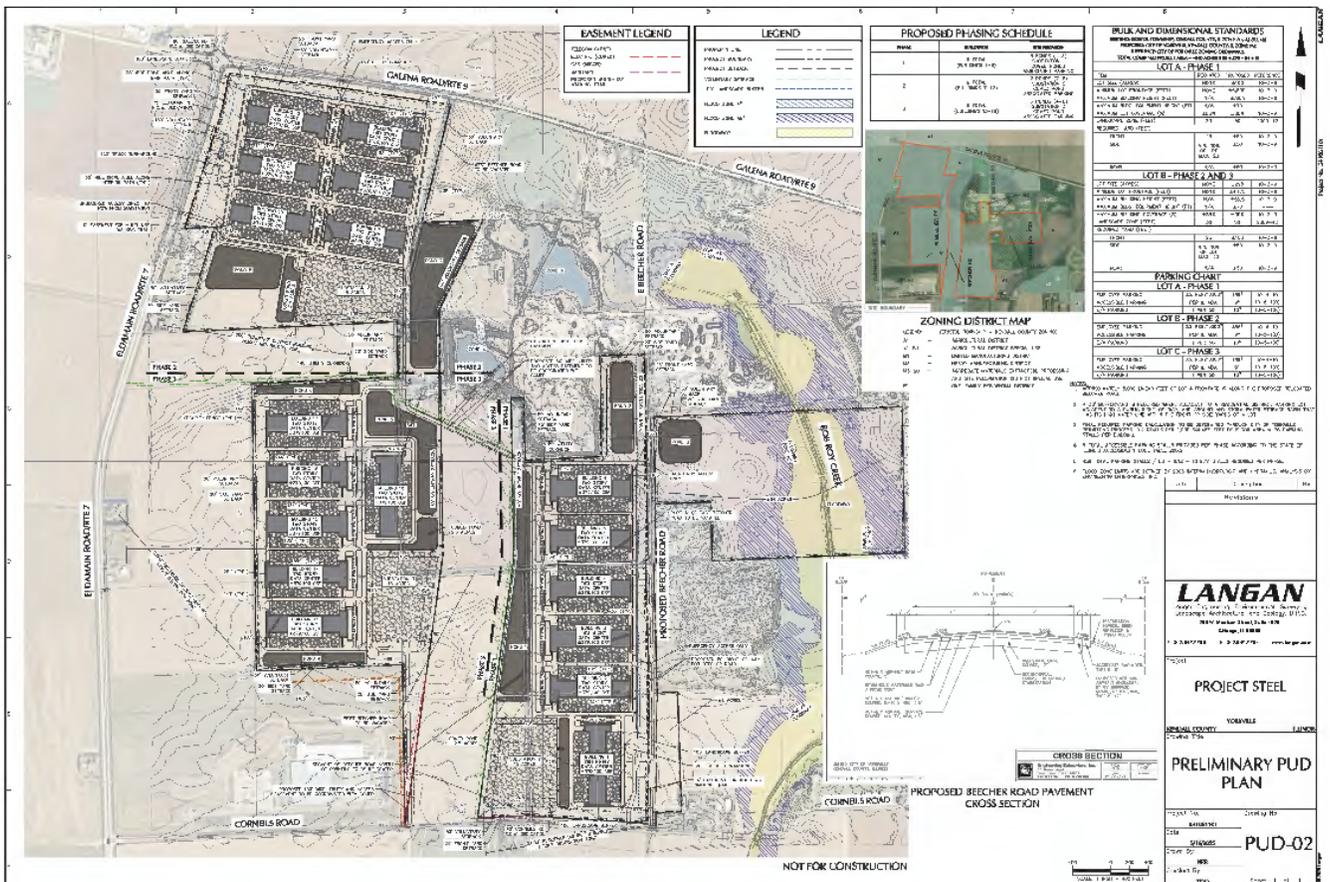
Memorandum

To: City Council
 From: Krysti J. Barksdale-Noble, Community Development Director
 CC: Bart Olson, City Administrator
 Sara Mendez, Senior Planner
 David Hansen, Senior Planner
 Date: June 18, 2025
 Subject: **PZC 2025-07 Project Steel – Annexation & Annexation Agreement**
PUBLIC HEARING: Proposed Data Center Campus

REQUEST SUMMARY:

Prologis, L.P., as the petitioner and contract purchaser, along with property owners Rosenwinkel Family Trust, George Ostreko Jr. et al., Mary Auer, and Jerry G. and Marilee Foltz, is seeking approval to annex sixteen (16) parcels totaling approximately 540 acres into the City for the development of a master-planned, high-tech data center campus. In addition to annexation, the petitioner is requesting rezoning to the M-2 General Manufacturing District, special use approval for a Planned Unit Development (PUD), and approval of a Preliminary PUD Plan.

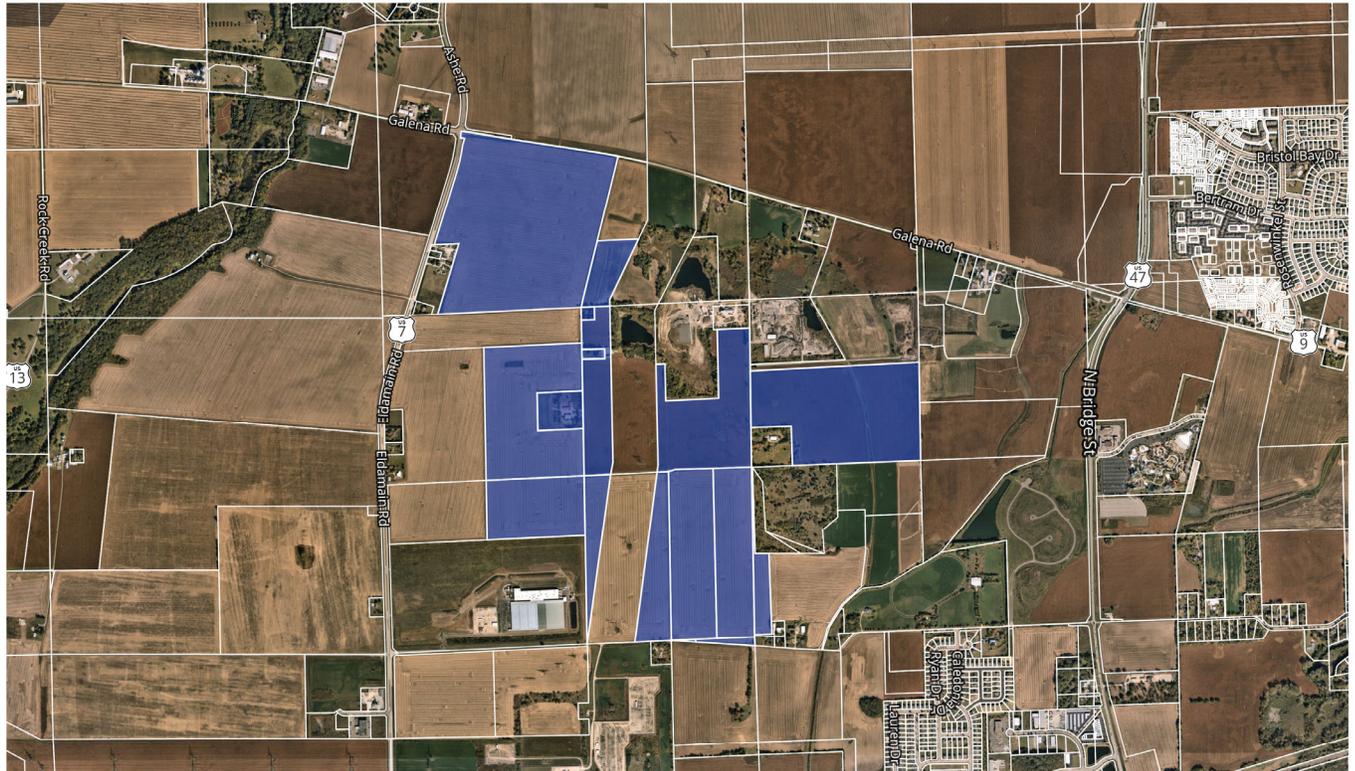
Originally planned with twenty-four (24) two-story data center building totalling over 9.5 million square feet, the revised data center campus has a phased development plan for eighteen (18) two-story buildings totaling approximately 6.8 million square feet with three (3) electrical substations, associated stormwater detention basins, equipment yards, and a request for the vacation of the W. Beecher Road right-of-way. Development is planned in three (3) phases, with each phase including six (6) data center buildings, one (1) substation, and three (3) stormwater basins. If approved, initial construction is anticipated to begin in the summer of 2027, with full campus buildout projected over a 20-year period. Below is the most recent updated Preliminary PUD site plan prepared by Langan.



PROPOSED ANNEXATION:

The subject property area for the proposed data center campus is comprised of sixteen (16) unincorporated parcels totaling 540-acres, as detailed below:

| PIN | ACRES | OWNER | JURISDICTION |
|---------------|---------------|------------------------------------|-------------------------|
| 02-06-300-011 | 142.82 | ROSENWINKEL FAMILY TRUST ET AL 501 | UNINCORPORATED |
| 02-07-100-007 | 55.89 | | UNINCORPORATED |
| 02-07-300-002 | 33.24 | | UNINCORPORATED |
| 02-07-400-002 | 34.18 | | UNINCORPORATED |
| 02-07-400-003 | 41.97 | | UNINCORPORATED |
| 02-07-400-004 | 36.71 | | UNINCORPORATED |
| 02-08-300-004 | 8.27 | | UNINCORPORATED |
| 02-08-100-007 | 82.31 | | UNINCORPORATED |
| 02-18-200-002 | 0.19 | | UNINCORPORATED |
| 02-18-200-003 | 2.01 | | UNINCORPORATED |
| 02-07-200-010 | 25.40 | | GEORGE JR OSTREKO ET AL |
| 02-07-200-001 | 1.24 | UNINCORPORATED | |
| 02-07-200-008 | 52.30 | UNINCORPORATED | |
| 02-07-100-008 | 9.89 | MARY AUER | UNINCORPORATED |
| 02-06-400-005 | 12.48 | | UNINCORPORATED |
| 02-07-200-009 | 1.01 | JERRY G MARILEE FOLTZ | UNINCORPORATED |
| TOTAL | 539.91 | | |



PROJECT STEEL - DATA CENTER

United City of Yorkville, Illinois
 Date: March 17, 2025
 Data: Kendall County



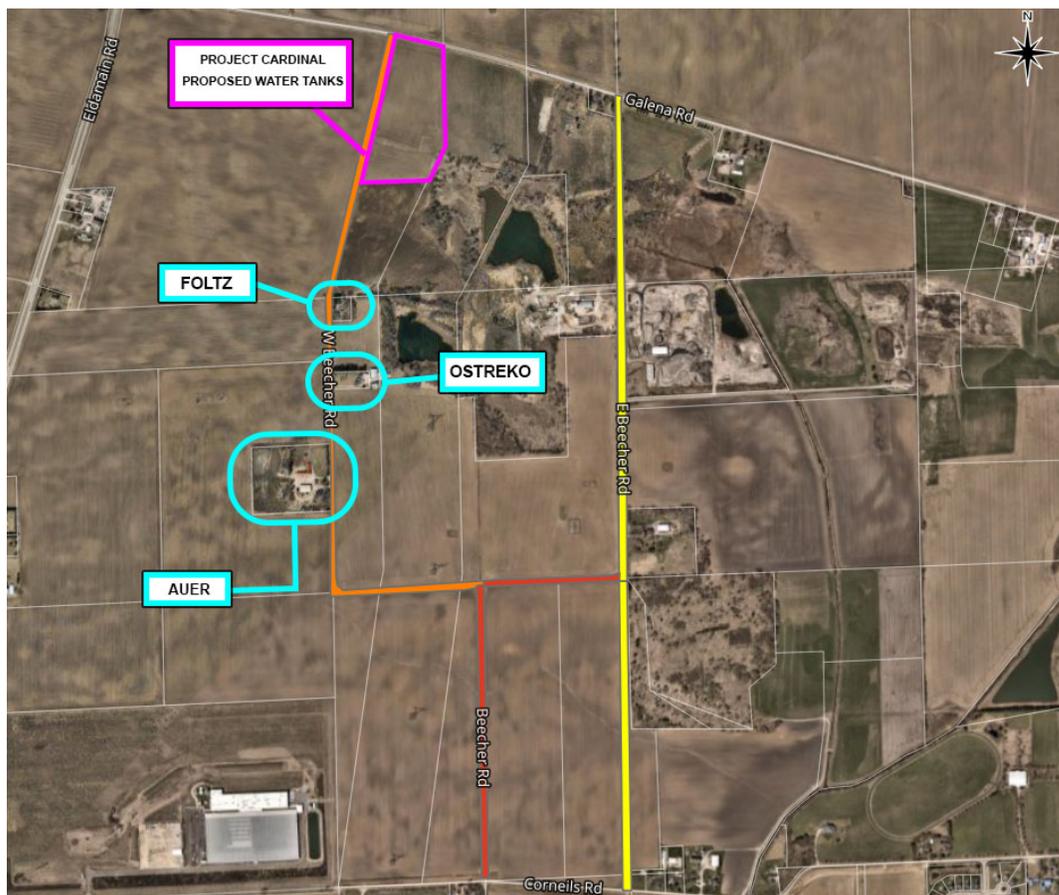
The petitioner is requesting annexation of all sixteen (16) parcels within the subject area, with a simultaneous request to rezone the property to the M-2 General Manufacturing District. Contiguity with the existing City of Yorkville corporate limits is established via adjacent properties, including the Hagemann and Bright Farms parcels to the west, Westbury South Village to the south, and the Bennett and Yorkville Renewables Solar Farm properties, along with Westbury East Village, to the east.

Per Section 10-3-4 of the Yorkville Unified Development Ordinance (UDO), any territory annexed into the City is initially zoned R-1 Single-Family Suburban Residential. Accordingly, the petitioner is seeking to rezone the subject parcels directly to the M-2 District upon annexation.

VACATION OF W. BEECHER ROAD

As previously noted, the layout of the proposed data center campus will require the vacation of the existing W. Beecher Road. This approximately 5,000-foot stretch of two-lane rural roadway lies 0.5 miles east of Eldamain Road and intersects with Galena Road in the northwest quadrant of the proposed Project Steel development. The road curves east at a 90-degree angle for about 1,300 feet before terminating at a T-intersection with East Beecher Road. From there, it continues south as Beecher Road, ultimately intersecting with Corneils Road. This underutilized, unincorporated section of roadway is currently maintained by Bristol Township and provides access to three residential parcels owned by Jerry G. & Marilee Foltz, George Ostreko, and Mary Auer. All three property owners are parties to the development applications, and their homes will be demolished during construction (see map below).

Upon annexation of the subject parcels under Project Steel, jurisdiction over W. Beecher Road will transfer to the City of Yorkville. As such, the petitioner is requesting that the city vacate W. Beecher Road, allowing for its removal along with the residential structures mentioned above. The area will then be redeveloped with substations, retention ponds, data center buildings, and open space as part of the campus design. If the roadway is not vacated, Yorkville's ordinance requires the improvement of W. Beecher Road to current city standards, at the cost of the developer. This would significantly impact the layout and developable area of the irregularly shaped site.



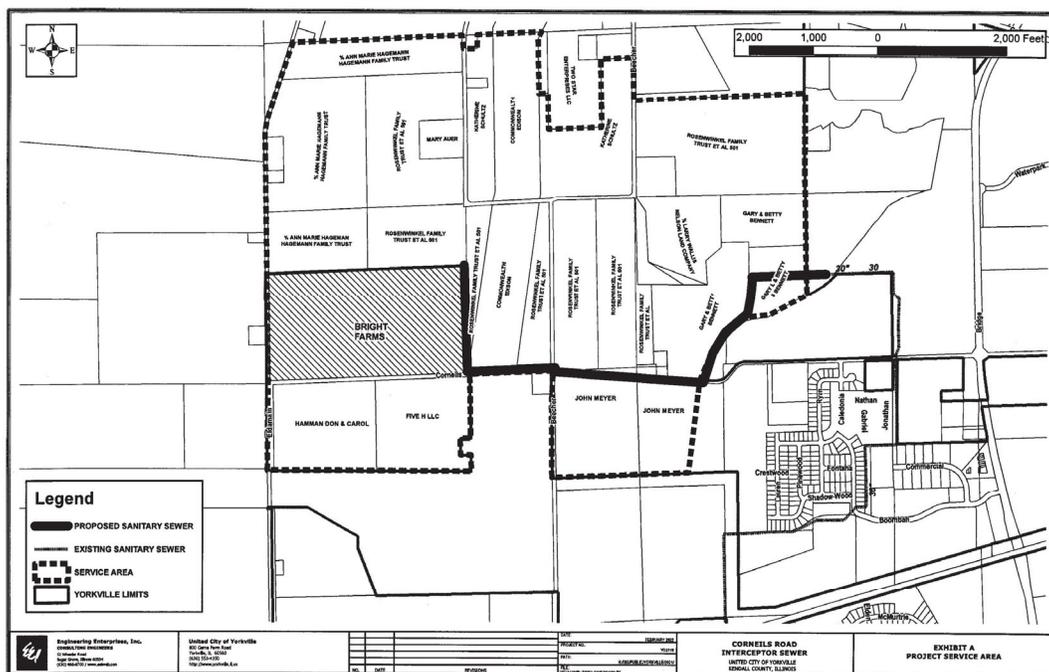
It is also important to note that an approximately 18-acre parcel, located immediately east of W. Beecher Road and south of Galena Road, is proposed to contain above-ground water storage tanks as part of Project Cardinal's data center development. Although the current residential parcels will no longer require access to W. Beecher Road, consideration must be given to future access needs for the adjacent 18-acre parcel, which is under contract and planned for development as part of Project Cardinal. The request to vacate the roadway will require a separate public hearing process. Staff recommends advancing this request through the Public Works Committee and City Council meetings, only if the annexation, PUD, and preliminary PUD plan request are approved.

ELDAMAIN ROAD & BRIGHT FARMS RECAPTURES

In 2011, the City of Yorkville, City of Plano, and Kendall County entered into an intergovernmental agreement regarding the future reconstruction of Eldamain Road from Menards Distribution Center north to Galena Road (Ord. 2011-05). Kendall County agreed to bring Eldamain Road under its jurisdiction and made roadway improvements costing \$6,300,000 for that portion of the roadway. The three (3) governmental entities agreed to equally share the improvements cost which are to be paid through recapture agreements from future annexed properties with frontage along Eldamain Road (refer to attached Eldamain Road Recapture Benefitted Parcels). The recapture amount is approximately ~161.00 per lineal foot of frontage along Eldamain Road. **The estimated total recapture is approximately \$295,000.** Below is an estimated amount of the proposed annexed parcel which is obligated to pay per the intergovernmental agreements at time of final plat:

| <i>PARCEL</i> | <i>ESTIMATED FRONTAGE</i> | <i>ESTIMATED RECAPTURE</i> |
|---------------|----------------------------|----------------------------|
| 02-06-300-011 | ~ 1,832 linear feet | \$294,952 |
| TOTAL | ~ 1,832 linear feet | \$294,952 |

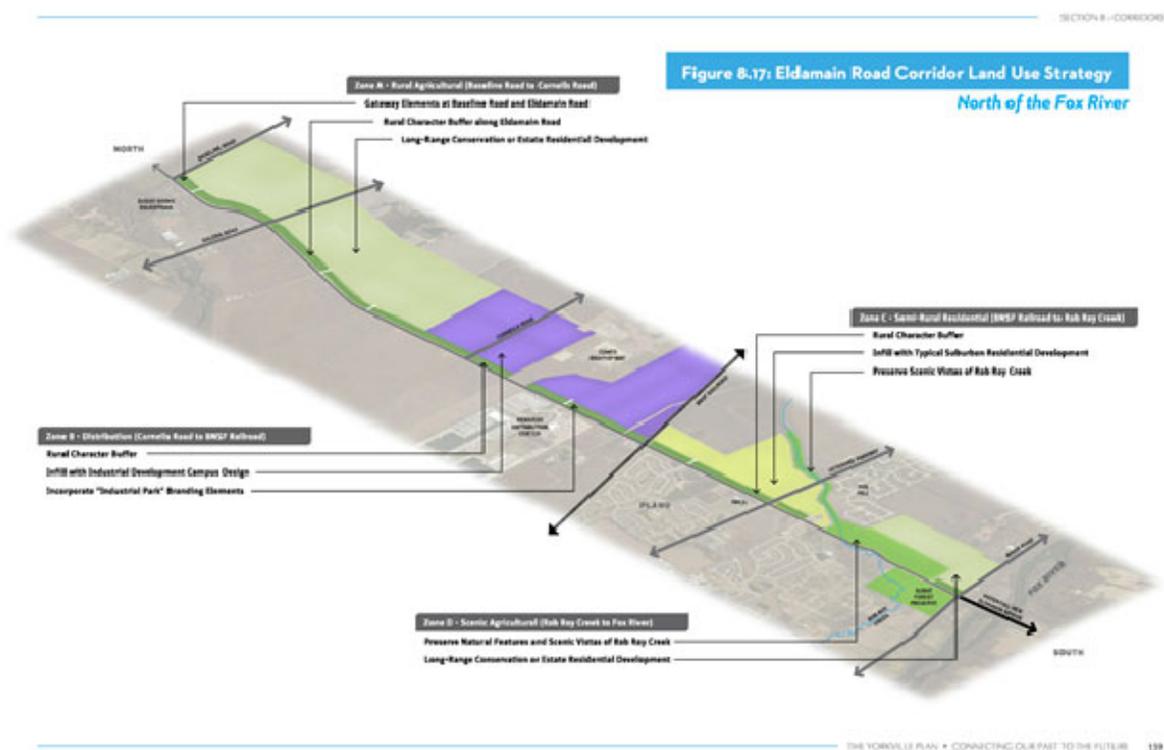
The Project Steel property is also subject to the Bright Farms/Corneils Road Interceptor recapture agreement. This 2022 agreement between the City and the Bright Farms greenhouse developer on Eldamain Road outlines the extension of sanitary sewer service to the area (see map below), including the design, land acquisition, and construction of approximately 8,500 linear feet of sewer interceptor—at a total estimated cost of up to \$3.2 million. While Bright Farms was responsible for fronting the majority of the project costs, the agreement includes a recapture provision allowing Bright Farms to recover approximately \$1.9 million from future properties that benefit from the infrastructure. Once a final land plan is confirmed and a water usage estimate is completed, the City Engineer will determine the applicable recapture fee for Project Steel.



COMPREHENSIVE PLAN:

The 2016 Comprehensive Plan Update designates the subject property for Project Steel as “Estate/Conservation Residential (ECR)”. The “Estate/Conservation Residential (ECR)” is intended to provide flexibility for residential design which will accommodate low-density detached single-family housing. The current future land use designation reflects a holding category for parcels not likely to develop within the 10-year horizon of the comprehensive plan’s timeline. 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.

Overall, staff supports the proposed PUD for a data center campus, as the corridor along Eldamain Road has been identified in the Comprehensive Plan for manufacturing development and has also experienced a recent trend of development for M-2 land uses (specifically data centers). However, staff would like to note the following recommendations from the Comprehensive Plan related to the subject property:



In Figure 8.17: Eldamain Road Corridor Land Use Strategy of the Yorkville 2016 Comprehensive Plan Update (North of the Fox River) the subject area is identified as “Zone B – Distribution (Corneils Road to BNSF Railroad)” meaning this area is recommended for modern industrial park incorporating branding and placemaking elements, as well as a 50’ to 100’ buffer to maintain the zone’s semi-rural visual character. The recommended enhanced perimeter landscaping along Eldamain Road for the proposed Preliminary Planned Unit Development Plan will accomplish this comprehensive plan goal.

ANNEXATION AGREEMENT

A draft annexation agreement has been prepared by the City Attorney, and a plat of annexation prepared by the City Engineer is included as an exhibit to the annexation ordinance. Both documents are attached for your review. The agreement sets forth the terms for annexing approximately 540 acres of unincorporated land into the corporate limits of Yorkville and is contingent upon the developer closing on the subject parcels. It also requires the approval and execution of a Planned Unit Development (PUD) Agreement and references separate Utility Infrastructure and Development Agreements. The agreement is binding for a period of 20 years and applies to all successors and assigns. It will only take effect upon the

City's receipt of a Closing Notice confirming Prologis has acquired the property; if not executed within three years, it will be rendered null and void.

PLANNED UNIT DEVELOPMENT (PUD)/ DEVELOPMENT AGREEMENTS

The petitioner is also pursuing approval for a Planned Unit Development (PUD) in connection with the proposed data center campus. While this request is separate from the annexation, it includes multiple proposed deviations from the M-2 General Manufacturing District standards to accommodate the unique functionality and security requirements of a hyperscale data center. Notable requests include applying setback requirements to the overall site perimeter instead of individual lots, lowering the parking ratio with a fee-in-lieu for electric vehicle charging infrastructure, and requesting exemption from future zoning amendments for a 20-year term. Additional modifications involve the use of private internal roadways, limited pedestrian access due to security measures, reduced interior parking lot landscaping, 12-foot security fencing, and specialized screening for mechanical equipment. Architecturally, the petitioner proposes using precast concrete and insulated metal panels, with upgraded façades along Eldamain Road, Galena Road, and E. Beecher Road to meet the City's standards for gateway corridor development.

To help mitigate the scale and intensity of the approximately 540-acre project, staff is requesting a series of public benefits and infrastructure commitments be secured through a separate development agreement. These include improvements to adjacent roads and intersections, dedication of easements for future multi-use trails, and financial contributions toward parks, school capacity, and downtown enhancement efforts. Utility upgrades and off-site extensions may also be subject to recapture provisions. Enhanced landscape buffering is proposed through a 100-foot-wide setback with 8-foot berms along key frontages, while additional requirements call for thorough mechanical equipment screening, a comprehensive noise study with long-term monitoring, limited generator testing hours, and submission of an emergency operations plan coordinated with local first responders. Collectively, these measures are designed to align the project with city infrastructure goals while minimizing impacts to nearby residents.

COMMUNITY MEETING:

In accordance with Section 10-8-13-B-1-a of the Unified Development Ordinance, the Plan Council may recommend that the petitioner hold a community meeting with nearby property owners to present the proposed Annexation, Rezoning, and Planned Unit Development (PUD). This meeting, conducted at the petitioner's expense and at a location of their choosing, is intended to inform residents and gather input prior to the Planning and Zoning Commission public hearing.

Given the scale and intensity of the proposed data center campus, City staff has required the petitioner to engage directly with neighboring homeowners along Eldamain Road, E. Beecher Road, and Corneils Road, as well as residents of the Caledonia subdivision located approximately 0.5 miles southeast of the project site prior to the Planning and Zoning Commission (PZC) public hearing. A meeting is planned with the residents in the month of July. Feedback gathered from residents at that meeting will be provided by the petitioner at the hearing.

STAFF COMMENTS:

The petitioner is requesting annexation of the subject property into the United City of Yorkville, along with a rezoning to the M-2 General Manufacturing District. Per the terms outlined in the draft annexation agreement, the annexation is contingent upon the approval of both the rezoning and the Planned Unit Development (PUD) associated with the proposed data center campus. City staff is in support of the annexation, as it aligns with the continued industrial development momentum along the Eldamain Road corridor and aids in closing unincorporated "gap" areas within Yorkville's boundaries—promoting more cohesive growth and enabling the City to guide high-quality development in a strategic and coordinated manner.

Attachments:

1. Draft Annexation Agreement
2. Draft Plat of Annexation prepared by EEI, Inc.
3. Copy of Petitioner's Application for Annexation dated March 14, 2025
4. Legal Descriptions prepared by Langan Engineering
5. Project Steel Narrative prepared by Gregory W. Jones, attorney, Ancel Glink dated March 14, 2025
6. Revised Preliminary PUD Site Plan dated 05/16/2025 submitted by Prologis and prepared by Langan Engineering.
7. Revised Conceptual Landscape Plan dated 05/16/2025 submitted by Prologis and prepared by Langan Engineering.
8. Architectural Renderings submitted by Prologis
9. Public Hearing Notice
10. Plan Council Packet Materials 04-24-2025

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter (“*Agreement*”)), is made and entered into this ___ day of _____ 2025, by and between the United City of Yorkville, a municipal corporation, hereinafter referred to as “*City*” and Prologis, L.P., hereinafter referred to as “*Developer*”.

WITNESSETH:

WHEREAS, the Developer is contract purchaser of the real property, which is legally described in *Exhibit A* attached hereto, consisting of approximately 540 acres, more or less (the “*Subject Property*”); and

WHEREAS, it is the desire of the Developer to provide for the annexation of the Subject Property and to use the Subject Property in accordance with the terms of this Agreement, a Planned Unit Development Agreement, attached hereto as *Exhibit B* (the “*PUD Agreement*”) and the ordinances of the City; and, to provide that when annexed, the Subject Property is to be zoned as M-2 General Manufacturing District with a special use for a Planned Unit Development (the “*PUD*”) as set forth in the PUD Agreement; and

WHEREAS, it is the desire of the Mayor and City Council (the “*Corporate Authorities*”) to annex the Subject Property and permit the zoning and the PUD, all being pursuant to the terms and conditions of this Agreement and the ordinances of the City; and

WHEREAS, Developer 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 Unified Development Ordinance and the Municipal Code (the “*Municipal Code*”); and

WHEREAS, the Developer and City agree that upon Annexation to the City the Subject Property shall be placed in the M-2 General Manufacturing District and that a special use for a Planned Unit Development shall be granted in conformance with the PUD Agreement; 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, zoning and development 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 Developer agree as follows:

Section 1. Incorporation of Preambles and Exhibits.

The Preamble set forth above and all Exhibits attached hereto are incorporated herein as if fully set forth in this Section 1.

Section 2. Annexation.

The Developer has filed with the City Clerk a duly and properly executed petition pursuant to, and in accordance with, the provisions of Section 5/7-1-1 *et seq.* of the Illinois Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville. Contemporaneously with the approval of this Agreement the City shall adopt an ordinance annexing the Subject Property, which annexation shall be conditioned upon the City's receipt of the Closing Notice as provided in Section 9.

Section 3. Conditions of Annexation.

- A. The City hereby agrees, contemporaneously with annexation, the City shall undertake procedures as required by the City's Unified Development Ordinance to rezone the Subject Property as M-2 General Manufacturing District and grant a special use permit for a Planned Unit Development consistent with the PUD Agreement. The rezoning and PUD approval shall be adopted to become effective upon the receipt of the Closing Notice as provided in Section 9.
- B. The Planned Unit Development established pursuant to the terms of the attached PUD Agreement shall be recorded against and run with the land, and shall be binding upon and inure to the benefit of the Parties to this Agreement and to all subsequent owners and assignees. Termination of the Planned Unit Development shall require the adoption of an Ordinance Rescinding the Planned Unit Development by an affirmative vote from City Council.

- C. Developer shall be required to submit any and all plans for review and approval by the City Council prior to commencing any construction, grading or other work on the Subject Property. No building or other permits shall be issued by the City regarding the Subject Property, nor shall any construction commence on the Subject Property without first obtaining approval from City Council under this Section 3(D).
- D. Prior to the issuance of any building permits, Developer shall be required to enter into a Utility Infrastructure Agreement, a Development Agreement, and a Planned Use Development Agreement with the City for the Subject Property, all of which shall be effective upon receipt of the Closing Notice as provided in Section 9.

Section 4. 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 Developers 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 5. 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.

- A. Before any failure of any party 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.
- B. 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. In no event shall the City or its officers, employees, or agents be held liable for monetary damages.
- C. In the event the performance of any covenant to be performed hereunder by Developer or the City is delayed or prevented by causes beyond the reasonable control of the party responsible for such performance (including, without limitation: acts of God; inclement weather; strikes or labor disputes; material shortages; supply chain disruptions;

lockouts; delays in delivery of equipment or materials; delays in the provision of electric utility or transmission interconnections or capacity; regulatory changes or moratoria; governmental actions; changes in law; pandemics or public health emergencies; or any similar event), the time for such performance shall be extended by the period of such delay.

Section 6. Notices

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

With a copy to:

JC Witt
Prologis, LP
6250 N. River Road, Suite 1100
Rosemont, Illinois 60018

Greg Jones
Ancel Glink, P.C.
140 South Dearborn Street, Suite 600
Chicago, Illinois 60603

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

Section 7. 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 extent of any such conflict or inconsistency.

Section 8. 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.

Section 9. Closing Notice.

The Parties acknowledge that as of the date of approval of this Agreement, Developer is the contract purchaser of the Subject Property. At the time the City Council approves this

Agreement, the Annexation Ordinance and all entitlement approval ordinances approved herewith shall be held by the City until such time as Developer or its assign takes title to the Subject Property as hereafter provided. To this end, this Agreement, the Annexation Ordinance and all entitlement ordinances shall become effective as of the date of recording of this Agreement (the "Effective Date"). This Agreement, the Annexation Ordinance and all entitlement ordinances shall not be filed or recorded unless Developer or its assignee takes title to the Subject Property. This Agreement may be executed by the Developer within three (3) years of the date of the ordinance approving this Agreement. In the event Developer does not execute the Agreement within such three-year period, then this Agreement, the Annexation Ordinance and all entitlement ordinances shall be null and void. The City Clerk shall cause the Agreement to be recorded against the Subject Property only after receipt of notice ("Closing Notice") that the Developer or its assignee has acquired the Subject Property. If the City Clerk does not receive a Closing Notice dated prior to said three-year period, then this Agreement shall be null and void, and the City Clerk shall not thereafter record the Agreement.

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:

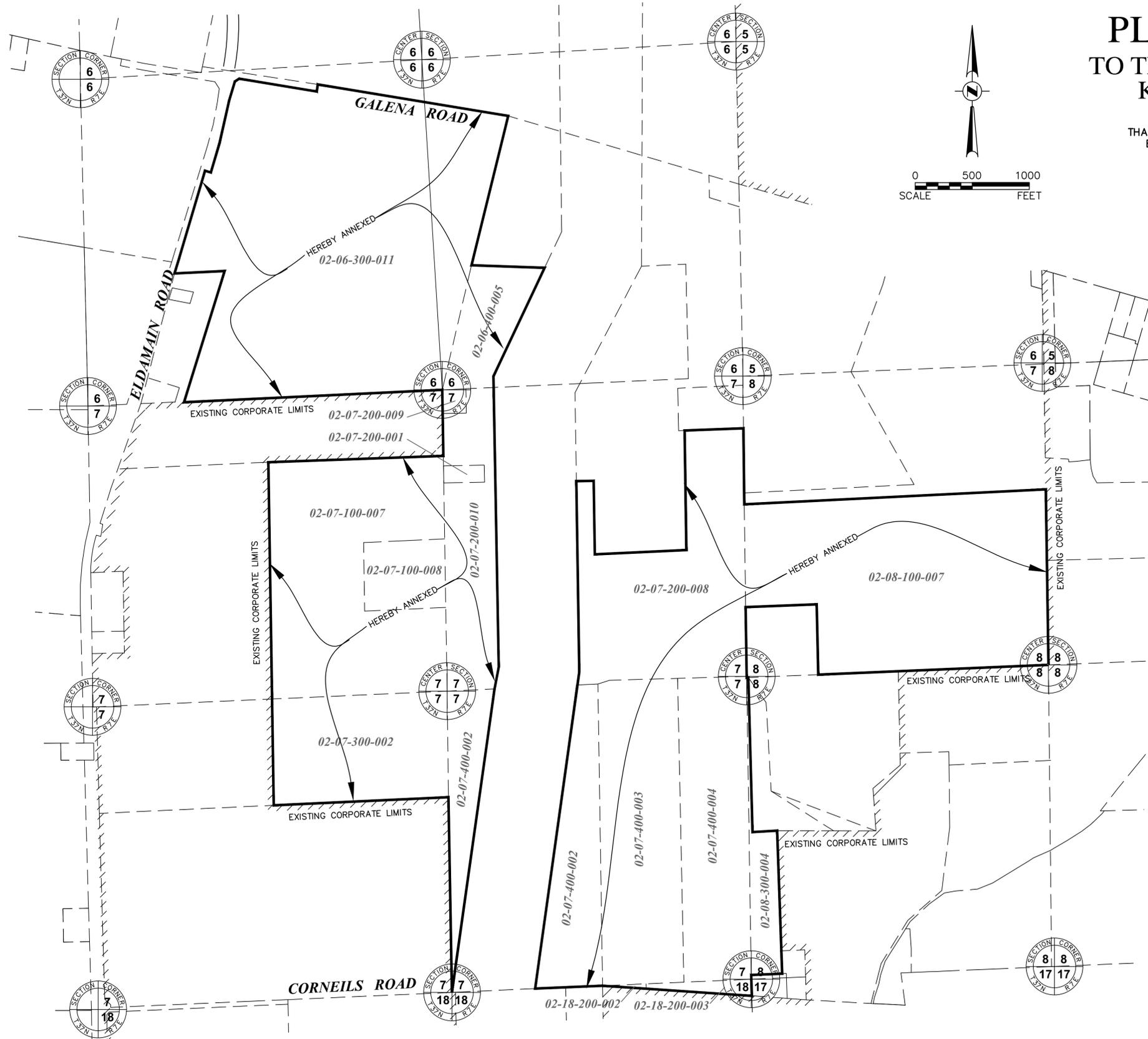
City Clerk

PROLOGIS L.P.

By: _____

PLAT OF ANNEXATION TO THE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS

THAT PART OF SECTIONS 6, 7, 8 AND 18, TOWNSHIP 37 NORTH, RANGE 7
EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS



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 17th DAY OF JUNE 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
651 PRAIRIE POINT DRIVE
YORKVILLE, IL 60560

| NO. | DATE | REVISIONS |
|-----|------|-----------|
| | | |
| | | |
| | | |

PLAT OF ANNEXATION

DATE: JUNE 17, 2025
PROJECT NO. Y02508
FILE NO Y02508 ANNEXATION
PAGE 1 OF 1



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

| | | | | | |
|---|---------------|---------------|---|---------------------------------|--|
| DATE: 3/14/2025 | | PZC NUMBER: | | DEVELOPMENT NAME: Project Steel | |
| PETITIONER INFORMATION | | | | | |
| NAME: JC Witt | | | COMPANY: Prologis, L.P. | | |
| MAILING ADDRESS: 6250 N. River Road Suite 1100 | | | | | |
| CITY, STATE, ZIP: Rosemont, IL 60018 | | | TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME | | |
| EMAIL: jwitt@prologis.com | | | FAX: | | |
| PROPERTY INFORMATION | | | | | |
| NAME OF HOLDER OF LEGAL TITLE: | | | | | |
| IS THE PROPERTY OCCUPIED OR VACANT: Occupied and vacant (used for seasonal farming) | | | | | |
| IF OCCUPIED, PLEASE LIST ALL NAMES OF ELECTORS (THOSE REGISTERED TO VOTE) RESIDING ON THE PROPERTY: See enclosed annexation petitions. | | | | | |
| IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN: | | | | | |
| PROPERTY STREET ADDRESS: | | | | | |
| DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: Southeast of the intersection of Galena Road and Eldamain Road | | | | | |
| CURRENT ZONING CLASSIFICATION: Agricultural | | | | | |
| ZONING AND LAND USE OF SURROUNDING PROPERTIES | | | | | |
| NORTH: Agricultural | | | | | |
| EAST: Agricultural | | | | | |
| SOUTH: Brightfarms (PUD), Com Ed Substations, Residential | | | | | |
| WEST: PUD, Agricultural | | | | | |
| KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S) | | | | | |
| 02-06-300-011 | 02-07-400-003 | 02-18-200-002 | 02-07-200-008 | | |
| 02-07-100-007 | 02-07-400-004 | 02-18-200-003 | 02-07-100-008 | | |
| 02-07-300-002 | 02-08-300-004 | 02-07-200-010 | 02-06-400-005 | | |
| 02-07-400-002 | 02-08-100-007 | 02-07-200-001 | 02-07-200-009 | | |



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

PLEASE DESCRIBE IN DETAIL ANY ADDITIONAL REQUESTS TO BE MADE UPON ANNEXATION APPROVAL.

See project narrative.

ATTORNEY INFORMATION

NAME: Greg Jones

COMPANY: Ancel Glink, P.C.

MAILING ADDRESS: 140 South Dearborn Street, Suite 600

CITY, STATE, ZIP: Chicago, IL 60603

TELEPHONE: 312-604-9195

EMAIL: gjones@ancelglink.com

FAX: 312-782-0943

ENGINEER INFORMATION

NAME: Andrew Uttan, PE

COMPANY: Langan Engineering

MAILING ADDRESS: 200 West Madison Street, Suite 1920

CITY, STATE, ZIP: Chicago, IL 60606

TELEPHONE: 312-547-7700

EMAIL: auttan@langan.com

FAX: 312-547-7701

LAND PLANNER/SURVEYOR INFORMATION

NAME: Anthony Maione, PS

COMPANY: Langan Engineering

MAILING ADDRESS: 200 West Madison Street, Suite 1920

CITY, STATE, ZIP: Chicago, IL 60606

TELEPHONE: 312-547-7700

EMAIL: amaione@Langan.com

FAX: 312-547-7701

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.

3/14/2025

PETITIONER SIGNATURE

DATE

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

OWNER SIGNATURE

DATE

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



United City of Yorkville
 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: |
|-----------------|----------------------|-------------------|

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: JC Witt | COMPANY: Prologis |
| MAILING ADDRESS: 6250 N. River Road Suite 1100 | |
| CITY, STATE, ZIP: Rosemont, IL 60018 | TELEPHONE: 972-884-9242 |
| EMAIL: jwitt@prologis.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.

JC Witt

Senior Vice President

PRINT NAME

TITLE

3/14/2025

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:

| | |
|--|----------|
| Up to one (1) acre | \$5,000 |
| Over one (1) acre, but less than ten (10) acres | \$10,000 |
| Over ten (10) acres, but less than forty (40) acres | \$15,000 |
| Over forty (40) acres, but less than one hundred (100) | \$20,000 |
| In excess of one hundred (100.00) acres | \$25,000 |

LEGAL DEPOSITS:

| | |
|--|---------|
| Less than two (2) acres | \$1,000 |
| Over two (2) acres, but less than ten (10) acres | \$2,500 |
| Over ten (10) acres | \$5,000 |

Attachment 1

Annexation Territory

02-06-300-011: No address.

02-07-100-007 No address.

02-07-300-002 No address

02-07-400-002 No address

02-07-400-003 No address

02-07-400-004 No address

02-08-300-004 No address

02-08-100-007 No address

02-18-200-002 No address

02-18-200-003 No address

02-07-200-010 No address

02-07-200-001 1128 Beecher Rd W Bristol, IL 60512

02-07-200-008 No address

02-07-100-008 1327 Beecher Rd W Bristol, IL 60512

02-06-400-005 No address

02-07-200-009 1010 Beecher Rd W Bristol, IL 60512

OWNER'S CONSENT AND AUTHORIZATION

I hereby certify that I am the owner of the property commonly known as the Rosenwinkel Properties ("Subject Property"). I hereby consent to Prologis, L.P. and its affiliates (collectively, "Petitioner") filing all annexation, zoning, and entitlement applications concerning the Subject Property and hereby authorize the Petitioner to act on my behalf during the processing of these applications.

Subject Property Parcels:

- 02-06-300-001
- 02-07-100-007
- 02-07-300-002
- 02-07-400-002
- 02-07-400-003
- 02-07-400-004
- 02-08-300-004
- 02-08-100-007
- 02-18-200-002
- 02-18-200-003

Ximel P...
Name:

SUBSCRIBED AND SWORN TO
before me this 13th day of March, 2025

Robin E. Guzman
(Notary Public)

[seal]



OWNER'S CONSENT AND AUTHORIZATION

I hereby certify that I am the owner of the property commonly known as the Rosenwinkel Properties ("Subject Property"). I hereby consent to Prologis, L.P. and its affiliates (collectively, "Petitioner") filing all annexation, zoning, and entitlement applications concerning the Subject Property and hereby authorize the Petitioner to act on my behalf during the processing of these applications.

Subject Property Parcels:

- 02-06-300-001
- 02-07-100-007
- 02-07-300-002
- 02-07-400-002
- 02-07-400-003
- 02-07-400-004
- 02-08-300-004
- 02-08-100-007
- 02-18-200-002
- 02-18-200-003

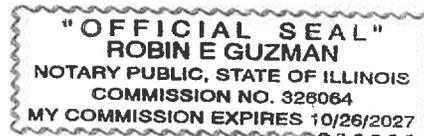
X *Gamara Rosenwinkel*

Name:

SUBSCRIBED AND SWORN TO
before me this 13th day of March, 2025

Robin E. Guzman
(Notary Public)

[seal]



OWNER'S CONSENT AND AUTHORIZATION

I hereby certify that I am the owner of the property commonly known as the Rosenwinkel Properties ("Subject Property"). I hereby consent to Prologis, L.P. and its affiliates (collectively, "Petitioner") filing all annexation, zoning, and entitlement applications concerning the Subject Property and hereby authorize the Petitioner to act on my behalf during the processing of these applications.

Subject Property Parcels:

- 02-06-300-001
- 02-07-100-007
- 02-07-300-002
- 02-07-400-002
- 02-07-400-003
- 02-07-400-004
- 02-08-300-004
- 02-08-100-007
- 02-18-200-002
- 02-18-200-003

X John Rosenwinkel
Name:

SUBSCRIBED AND SWORN TO
before me this 3rd day of March, 2025

Robin E. Guzman
(Notary Public)

[seal]



OWNER'S CONSENT AND AUTHORIZATION

I hereby certify that I am the owner of the property commonly known as the Rosenwinkel Properties ("Subject Property"). I hereby consent to Prologis, L.P. and its affiliates (collectively, "Petitioner") filing all annexation, zoning, and entitlement applications concerning the Subject Property and hereby authorize the Petitioner to act on my behalf during the processing of these applications.

Subject Property Parcels:

- 02-06-300-001
- 02-07-100-007
- 02-07-300-002
- 02-07-400-002
- 02-07-400-003
- 02-07-400-004
- 02-08-300-004
- 02-08-100-007
- 02-18-200-002
- 02-18-200-003

Howard Rosenwinkel
X *Rebecca Rosenwinkel*
Name:

SUBSCRIBED AND SWORN TO
before me this 13th day of March, 2025

Robin E. Guzman
(Notary Public)

[seal]



OWNER'S CONSENT AND AUTHORIZATION

I hereby certify that I am the owner of the property commonly known as the Rosenwinkel Properties ("Subject Property"). I hereby consent to Prologis, L.P. and its affiliates (collectively, "Petitioner") filing all annexation, zoning, and entitlement applications concerning the Subject Property and hereby authorize the Petitioner to act on my behalf during the processing of these applications.

Subject Property Parcels:

- 02-06-300-001
- 02-07-100-007
- 02-07-300-002
- 02-07-400-002
- 02-07-400-003
- 02-07-400-004
- 02-08-300-004
- 02-08-100-007
- 02-18-200-002
- 02-18-200-003

X Mark Rosenwinkel

Name:

SUBSCRIBED AND SWORN TO
before me this 13th day of March, 2025

Robin E. Guzman
(Notary Public)

[seal]



OWNER'S CONSENT AND AUTHORIZATION

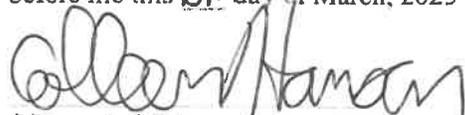
I hereby certify that I am the owner of the property commonly known as the Rosenwinkel Properties ("Subject Property"). I hereby consent to Prologis, L.P. and its affiliates (collectively, "Petitioner") filing all annexation, zoning, and entitlement applications concerning the Subject Property and hereby authorize the Petitioner to act on my behalf during the processing of these applications.

Subject Property Parcels:

- 02-06-300-001
- 02-07-100-007
- 02-07-300-002
- 02-07-400-002
- 02-07-400-003
- 02-07-400-004
- 02-08-300-004
- 02-08-100-007
- 02-18-200-002
- 02-18-200-003

X 
Name:

SUBSCRIBED AND SWORN TO
before me this 13th day of March, 2025


(Notary Public)

[seal]



UNITED CITY OF YORKVILLE**PETITION FOR ANNEXATION**

Pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the undersigned Petitioners seek to annex certain territory to the United City of Yorkville, Illinois ("*City*") and in furtherance thereof, state as follows:

1. The Petitioners signing this Petition constitute all of the owners of record of the property described in Attachment 1 to this Petition ("*Annexation Territory*").
2. There are either (i) no electors residing in the Annexation Territory or (ii) at least 51% of the electors residing in the Annexation Territory have joined this petition as evidenced by their signatures to this Petition.
3. As of the date of this Petition, the Annexation Territory is not within any other municipality and is wholly unincorporated.
4. The Annexation Territory is contiguous to the corporate limits of the City.
5. The Petition conforms in form and substance to the requirements of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.
6. The Petitioners desire that the Village annex the Annexation Territory to the City conditioned upon Rosenwinkel, Schultz, Auer and Foltz Properties or its assign, and the City entering into a mutually acceptable annexation agreement to govern the terms and conditions of the annexation and development of the Annexation Territory.

WHEREFORE, the Petitioners respectfully request that the Village annex the Annexation Territory to the City in accordance with and pursuant to Section 7-1-8 of the Illinois Municipal Code.

[SIGNATURES ON FOLLOWING PAGE]

SCHULTZ

Petitioner Signatures

(Owners of Record)

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an owner of record of land within the Annexation Territory, and that the allegations are true and correct to the best of his/her knowledge:

| <u>Owner's Name</u> | <u>Owner's Address/PIN</u> | <u>Owner's Signature</u> |
|--------------------------------|--|--------------------------|
| X Edward F. Schultz Trustee | 1128 W. Beecher Rd Bristol, IL 60512 | _____ |
| <i>Edward F. Schultz</i> | _____ | _____ |
| <i>George Ostreko, Jr</i> | _____ | _____ |
| George Ostreko, Jr | 1410 E Beecher Road Bristol, IL 60512 | _____ |

(Electors, if any)

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an elector residing within the Annexation Territory, and that the allegations are true and correct to the best of his/her knowledge:

| <u>Elector's Name</u> | <u>Elector's Address/PIN</u> | <u>Elector's Signature</u> |
|--------------------------|---|----------------------------|
| X Edeard F. Schultz | 1128 W. Beecher Rd Bristol, IL 60512 | _____ |
| <i>Edward F. Schultz</i> | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

OWNER'S CONSENT AND AUTHORIZATION

I hereby certify that I am the owner of the property commonly known as the Schultz Properties ("Subject Property"). I hereby consent to Prologis, L.P. and its affiliates (collectively, "Petitioner") filing all annexation, zoning, and entitlement applications concerning the Subject Property and hereby authorize the Petitioner to act on my behalf during the processing of these applications.

Subject Property Parcels:

02-07-200-010

02-07-200-001

02-07-200-008

Edward F. Schultz Living Trust
dated October 14, 2024

X Edward F. Schultz

Name: Edward F. Schultz
Trustee

George Ostreko, Jr.
George Ostreko, Jr.

SUBSCRIBED AND SWORN TO
before me this 31 day of March, 2025

[Handwritten signature]
(Notary Public)

[seal]



UNITED CITY OF YORKVILLE

PETITION FOR ANNEXATION

Pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the undersigned Petitioners seek to annex certain territory to the United City of Yorkville, Illinois (“**City**”) and in furtherance thereof, state as follows:

1. The Petitioners signing this Petition constitute all of the owners of record of the property described in **Attachment 1** to this Petition (“**Annexation Territory**”).

2. There are either (i) no electors residing in the Annexation Territory or (ii) at least 51% of the electors residing in the Annexation Territory have joined this petition as evidenced by their signatures to this Petition.

3. As of the date of this Petition, the Annexation Territory is not within any other municipality and is wholly unincorporated.

4. The Annexation Territory is contiguous to the corporate limits of the City.

5. The Petition conforms in form and substance to the requirements of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.

6. The Petitioners desire that the Village annex the Annexation Territory to the City conditioned upon Rosenwinkel, Schultz, Auer and Foltz Properties or its assign, and the City entering into a mutually acceptable annexation agreement to govern the terms and conditions of the annexation and development of the Annexation Territory.

WHEREFORE, the Petitioners respectfully request that the Village annex the Annexation Territory to the City in accordance with and pursuant to Section 7-1-8 of the Illinois Municipal Code.

[SIGNATURES ON FOLLOWING PAGE]

Petitioner Signatures

(Owners of Record)

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an owner of record of land within the Annexation Territory, and that the allegations are true and correct to the best of his/her knowledge:

Owner's Name

Estate of Mary C. Auer,
Crystal Jernigan,
Independent Administrator

Owner's Address/PIN

1327 W. Beecher Rd.
Plano, IL 60545
02-07-100-008
02-06-400-005

Owner's Signature

DocuSigned by:
Crystal Jernigan
82C37A3F73424C0...

(Electors, if any)

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an elector residing within the Annexation Territory, and that the allegations are true and correct to the best of his/her knowledge:

Elector's Name

Elector's Address/PIN

Elector's Signature

Attachment 1

Annexation Territory Legal Description

Rosenwinkel Parcels:

02-06-300-001

02-07-100-007

02-07-300-002

02-07-400-002

02-07-400-003

02-07-400-004

02-08-300-004

02-08-100-007

02-18-200-002

02-18-200-003

Schultz Parcels:

02-07-200-010

02-07-200-001

02-07-200-008

Auer Parcels:

02-07-100-008

02-06-400-005

Foltz Parcel:

02-07-200-009

OWNER'S CONSENT AND AUTHORIZATION

I hereby certify that I am the owner of the property commonly known as the Auer ("Subject Property"). I hereby consent to Prologis, L.P. and its affiliates (collectively, "Petitioner") filing all annexation, zoning, and entitlement applications concerning the Subject Property and hereby authorize the Petitioner to act on my behalf during the processing of these applications.

Subject Property Parcels:

02-07-100-008

02-06-400-005

Estate of Mary C. Auer

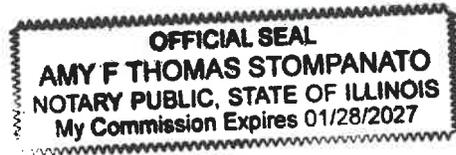
By: Crystal Jernigan
DocuSigned by: 82C37A3F73424C0...

Crystal Jernigan, Independent Administrator

SUBSCRIBED AND SWORN TO
before me this 23 day of ~~March~~ ^{April}, 2025

Amy F Thomas Stompanato
(Notary Public)

[seal]



UNITED CITY OF YORKVILLE**PETITION FOR ANNEXATION**

Pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the undersigned Petitioners seek to annex certain territory to the United City of Yorkville, Illinois ("*City*") and in furtherance thereof, state as follows:

1. The Petitioners signing this Petition constitute all of the owners of record of the property described in Attachment 1 to this Petition ("*Annexation Territory*").
2. There are either (i) no electors residing in the Annexation Territory or (ii) at least 51% of the electors residing in the Annexation Territory have joined this petition as evidenced by their signatures to this Petition.
3. As of the date of this Petition, the Annexation Territory is not within any other municipality and is wholly unincorporated.
4. The Annexation Territory is contiguous to the corporate limits of the City.
5. The Petition conforms in form and substance to the requirements of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.
6. The Petitioners desire that the Village annex the Annexation Territory to the City conditioned upon Rosenwinkel, Schultz, Auer and Foltz Properties or its assign, and the City entering into a mutually acceptable annexation agreement to govern the terms and conditions of the annexation and development of the Annexation Territory.

WHEREFORE, the Petitioners respectfully request that the Village annex the Annexation Territory to the City in accordance with and pursuant to Section 7-1-8 of the Illinois Municipal Code.

[SIGNATURES ON FOLLOWING PAGE]

SCHULTZ

Petitioner Signatures

(Owners of Record)

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an owner of record of land within the Annexation Territory, and that the allegations are true and correct to the best of his/her knowledge:

| <u>Owner's Name</u> | <u>Owner's Address/PIN</u> | <u>Owner's Signature</u> |
|--------------------------------|--|--------------------------|
| X Edward F. Schultz Trustee | 1128 W. Beecher Rd Bristol, IL 60512 | _____ |
| <i>Edward F. Schultz</i> | _____ | _____ |
| <i>George Ostreko, Jr</i> | _____ | _____ |
| George Ostreko, Jr | 1410 E Beecher Road Bristol, IL 60512 | _____ |

(Electors, if any)

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an elector residing within the Annexation Territory, and that the allegations are true and correct to the best of his/her knowledge:

| <u>Elector's Name</u> | <u>Elector's Address/PIN</u> | <u>Elector's Signature</u> |
|--------------------------|---|----------------------------|
| X Edeard F. Schultz | 1128 W. Beecher Rd Bristol, IL 60512 | _____ |
| <i>Edward F. Schultz</i> | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

OWNER'S CONSENT AND AUTHORIZATION

I hereby certify that I am the owner of the property commonly known as the Schultz Properties ("Subject Property"). I hereby consent to Prologis, L.P. and its affiliates (collectively, "Petitioner") filing all annexation, zoning, and entitlement applications concerning the Subject Property and hereby authorize the Petitioner to act on my behalf during the processing of these applications.

Subject Property Parcels:

02-07-200-010

02-07-200-001

02-07-200-008

Edward F. Schultz Living Trust
dated October 14, 2024

X Edward F. Schultz

Name: Edward F. Schultz
Trustee

George Ostreko, Jr.
George Ostreko, Jr.

SUBSCRIBED AND SWORN TO
before me this 31 day of March, 2025

[Handwritten signature]
(Notary Public)

[seal]



UNITED CITY OF YORKVILLE

PETITION FOR ANNEXATION

Pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the undersigned Petitioners seek to annex certain territory to the United City of Yorkville, Illinois (“**City**”) and in furtherance thereof, state as follows:

1. The Petitioners signing this Petition constitute all of the owners of record of the property described in **Attachment 1** to this Petition (“**Annexation Territory**”).

2. There are either (i) no electors residing in the Annexation Territory or (ii) at least 51% of the electors residing in the Annexation Territory have joined this petition as evidenced by their signatures to this Petition.

3. As of the date of this Petition, the Annexation Territory is not within any other municipality and is wholly unincorporated.

4. The Annexation Territory is contiguous to the corporate limits of the City.

5. The Petition conforms in form and substance to the requirements of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.

6. The Petitioners desire that the Village annex the Annexation Territory to the City conditioned upon Rosenwinkel, Schultz, Auer and Foltz Properties or its assign, and the City entering into a mutually acceptable annexation agreement to govern the terms and conditions of the annexation and development of the Annexation Territory.

WHEREFORE, the Petitioners respectfully request that the Village annex the Annexation Territory to the City in accordance with and pursuant to Section 7-1-8 of the Illinois Municipal Code.

[SIGNATURES ON FOLLOWING PAGE]

Petitioner Signatures

(Owners of Record)

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an owner of record of land within the Annexation Territory, and that the allegations are true and correct to the best of his/her knowledge:

Owner's Name

Estate of Mary C. Auer,
Crystal Jernigan,
Independent Administrator

Owner's Address/PIN

1327 W. Beecher Rd.
Plano, IL 60545
02-07-100-008
02-06-400-005

Owner's Signature

DocuSigned by:
Crystal Jernigan
82C37A3F73424C0...

(Electors, if any)

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an elector residing within the Annexation Territory, and that the allegations are true and correct to the best of his/her knowledge:

Elector's Name

Elector's Address/PIN

Elector's Signature

Attachment 1

Annexation Territory Legal Description

Rosenwinkel Parcels:

02-06-300-001

02-07-100-007

02-07-300-002

02-07-400-002

02-07-400-003

02-07-400-004

02-08-300-004

02-08-100-007

02-18-200-002

02-18-200-003

Schultz Parcels:

02-07-200-010

02-07-200-001

02-07-200-008

Auer Parcels:

02-07-100-008

02-06-400-005

Foltz Parcel:

02-07-200-009

OWNER'S CONSENT AND AUTHORIZATION

I hereby certify that I am the owner of the property commonly known as the Auer ("Subject Property"). I hereby consent to Prologis, L.P. and its affiliates (collectively, "Petitioner") filing all annexation, zoning, and entitlement applications concerning the Subject Property and hereby authorize the Petitioner to act on my behalf during the processing of these applications.

Subject Property Parcels:

02-07-100-008

02-06-400-005

Estate of Mary C. Auer

By: Crystal Jernigan
DocuSigned by: 82C37A3F73424C0...

Crystal Jernigan, Independent Administrator

SUBSCRIBED AND SWORN TO
before me this 23 day of ~~March~~ ^{April}, 2025

Amy F Thomas Stompanato
(Notary Public)

[seal]



Proposed Consolidated Parcel A

Being a part of Section 7 and the South ½ of Section 6, Township 37 North, Range 7 East, being located in Will County and State of Illinois bounded and described as follows:

Beginning at a Drill Hole Found being the Southeast Corner of the Southwest Quarter of said Section 6, also being the Northwest Corner of the Northeast Quarter of said Section 7, Township 37 North, Range 7 East, said point being the Place of Beginning for the parcel herein described;

Course No.1 Thence North 87°19'02" East along the North line of said Northeast Quarter of Section 7, a distance of 208.10 feet to a point at the Northeast corner of Kendall County parcel 02-07-200-009 now or formerly owned by Jerry G. & Marilee Foltz;

Course No.2 Thence South 00°53'18" East along the East line of said Kendall County parcel 02-07-200-009, a distance of 214.52 feet to a point at the Southeast corner of said parcel;

Course No.3 Thence South 89°06'42" West along the South line of said Kendall County parcel 02-07-200-009, a distance of 208.00 feet to a point in the West line of said Northeast Quarter of Section 7, said point also being the Southwest corner of said parcel;

Course No.4 Thence South 00°53'18" East along said West line of the Northeast Quarter of Section 7, a distance of 373.43 feet to a point at the Northwest corner of Kendall County parcel 02-07-100-002 now or formerly owned by Yorkville Nexus III LLC, as recorded in Document No. 202400010316 of the Kendall County records;

Course No.5 Thence South 87°20'23" West along said Yorkville Nexus III LLC land passing through a found 1" pipe at a distance of 21.80 feet, a total distance of 1540.44 feet to a set 5/8" rebar with cap "LANGAN ENG." at a Northeast Corner of Kendall County parcel 02-07-100-014 now or formerly owned by Yorkville Nexus III LLC, as recorded in Document No. 202400010316 of the Kendall County records;

Course No.6 Thence South 00°53'18" East along said Yorkville Nexus III Land and Kendall county parcel 02-07-300-005 now or formerly owned by Yorkville Nexus III LLC as recorded in Document No. 202400010316 of the Kendall County records being a line parallel to the East line of the Northwest Quarter of said section 7, a distance of 2073.03 feet to a 5/8" rebar with cap "LANGAN ENG." set in the North line of the Southwest Quarter of said Section 7;

Course No.7 Thence South 00°53'09" East along said Yorkville Nexus III Land being a line parallel to the East line of the Southwest Quarter of said section 7, a distance of 934.59 feet to a set 5/8" rebar with cap "LANGAN ENG." along the North line of Kendall County parcel 02-07-300-004 now or formerly owned by Illinois Greenhouse LLC, as recorded in Document No. 202200008845 of the Kendall County records;

Course No.8 Thence North 87°20'23" East along said Greenhouse LLC land, a distance of 1540.44 feet to a set 5/8" rebar with cap "LANGAN ENG." along the East line of the Southwest Quarter of said Section 7;

Course No.9 Thence South 00°53'09" East along said East line of the Southwest Quarter of said Section 7, a distance of 1712.61 feet to a ¾" inch iron pipe found at the Southeast corner of the Southwest Quarter of said Section 7;

Course No.10 Thence North $07^{\circ}57'11''$ East along Kendall County parcel 02-07-400-001 now or formerly owned by Commonwealth Edison, a distance of 2692.07 feet to a $5/8''$ rebar with cap "LANGAN ENG." set along the North line of the Southeast Quarter of said Section 7;

Course No.11 Thence continuing North $07^{\circ}57'11''$ East along Kendall County parcel 02-07-200-003 now or formerly owned by Commonwealth Edison, a distance of 197.38 feet to a $5/8''$ rebar with cap "LANGAN ENG." set at an angle point thereof;

Course No.12 Thence North $00^{\circ}52'32''$ West along said Commonwealth Edison parcel 02-07-200-003, a distance of 2460.47 feet to a set $5/8''$ rebar with cap "LANGAN ENG." at a point along the North line of the Northeast Quarter of said Section 7;

Course No.13 Thence North $00^{\circ}52'32''$ West along Kendall County parcel 02-06-400-002 now or formerly owned by Commonwealth Edison, a distance of 100.37 feet to a set $5/8''$ rebar with cap "LANGAN ENG.";

Course No.13 Thence North $25^{\circ}58'37''$ East along said Commonwealth Edison parcel 02-06-400-002, a distance of 1049.27 feet to a set $5/8''$ rebar with cap "LANGAN ENG." at the southeast corner of Kendall County parcel 02-06-400-001 now or formerly owned by Dale L Konicek LLC as recorded in Document No. 201702819 of the Kendall County Records;

Course No.14 Thence South $87^{\circ}59'38''$ West along said Konicek LLC land passing through a found 1" iron pipe at a distance of 1.92 feet and a found 1" iron pipe at a distance of 644.41 feet, a total distance of 645.62 feet to a set Railroad Spike in the centerline of Beecher Road;

Course No.15 Thence North $13^{\circ}51'44''$ East along said Beecher Road, a distance of 1351.75 feet to a MAG nail set at the centerline of Galena Road, width varies;

Course No.16 Thence North $80^{\circ}37'24''$ West along said centerline of Galena Road, a distance of 1700.21 feet to a MAG nail set at the Northeast corner of a parcel of land conveyed to the County of Kendall for highway or other public purpose as recorded in Document No. 200300007826 of the Kendall County records;

Thence the following seven (7) course and distances along said Kendall County parcel;

Course No.17 Thence South $08^{\circ}36'02''$ West a distance of 63.15' to a point;

Cours No.18 Thence North $80^{\circ}37'24''$ West a distance of 691.60' to a point;

Course No.19 Thence South $57^{\circ}39'02''$ West a distance of 45.32' to a point;

Course No.20 Thence South $16^{\circ}42'03''$ West a distance of 172.08' to a point of curvature;

Course No.21 Thence with a curve deflecting to the right an arc length of 388.30 feet, having a radius of 2914.79 feet, a delta of $07^{\circ}37'58''$, a chord bearing of South $12^{\circ}48'52''$ West, and a chord length of 388.01 feet;

Course No.22 Thence South $16^{\circ}32'25''$ West a distance of 267.93' to a point;

Course No.23 Thence North $73^{\circ}22'09''$ West a distance of 53.45' to a MAG nail set in the centerline of Eldamain Road, width varies;

Course No.24 Thence South $16^{\circ}32'25''$ West along said centerline of Eldamain Road, a distance of 819.06 feet to a set MAG nail;

Course No.25 Thence South $17^{\circ}00'48''$ West along said Eldamain Road, a distance of 122.84 feet to a MAG nail set at the Northwest corner of Kendall County parcel 02-06-300-009 now or formerly owned by Latham Schleining and Tammi M Schleining as recorded in Document No. 201408168 of the Kendall County records;

Course No.26 Thence North $87^{\circ}15'26''$ East along said Schleining Land, a distance of 443.00 feet to a found $\frac{1}{2}''$ rebar;

Course No.27 Thence South $17^{\circ}00'48''$ East along said Schleining Land, a distance of 1149.27 feet to a set $\frac{5}{8}''$ rebar with cap "LANGAN ENG." along the South line of said Section 6;

Course No.28 Thence North $87^{\circ}15'26''$ East along the South line of said Section 6, a distance of 2255.11 feet to the Place of Beginning, said parcel containing 13,051,959 square feet or 299.6317 acres of land according to a survey by LANGAN Engineering and Environmental Services dated March, 2025 and being the same more or less and being subject to all legal highways and easements. The basis of bearings of this survey is based on the Illinois State Plane Coordinate System, East Zone, NAD 83, per GPS observations in March, 2025.

Proposed Consolidated Parcel B

That Part of the West ½ of Section 8 and the East ½ of Section 7 all in Township 37 North, Range 7 East of the Third Principal Meridian, being located in Kendall County and State of Illinois bounded and described as follows:

Beginning at a 1" Iron Pipe found being the Center of said Section 8, Township 37 North, Range 7 East, said point being the Place of Beginning for the parcel herein described;

Course No. 1 Thence South 87°34'35" West along the South line of the Northwest Quarter of said Section 7, a distance of 2029.07 feet to a set 5/8" rebar with cap "LANGAN ENG." at the Southeast corner of Kendall County parcel 02-08-100-005 now or formerly owned by George & Anne Marie Ostreko, as recorded in Document No. 84000193 of the Kendall County records;

Course No.2 Thence North 01°18'34" West along said Ostreko land, a distance of 617.97 feet to a set 5/8" rebar with cap "LANGAN ENG." at the Northeast Corner of said Kendall County parcel 02-08-100-005;

Course No.3 Thence South 87°45'53" West along said Ostreko land, a distance of 625.76 feet to a set 5/8" rebar with cap "LANGAN ENG." in the West line of said Northwest Quarter of Section 8, said point also being the Northwest Corner of said Kendall County parcel 02-08-100-005;

Course No.4 Thence South 00°51'47" East along said West line, a distance of 620.14 feet to a ¾" Iron Pipe found at the Southwest Corner of said Northwest Quarter of Section 8, said point also being the Southwest Corner of said Kendall County parcel 02-08-100-005;

Course No.5 Thence North 87°34'35" East along the South line of said Northwest Quarter of Section 8, a distance of 14.00 feet to the Northeast corner of Kendall County parcel 02-08-300-014 now or formerly owned by Larry A. Wallis & Charles Van Thompson, from which point a ¾" Iron Pipe lies 0.15' East and 0.15' North;

Course No.6 Thence South 01°33'15" East along a West line of said Wallis & Thompson Land, a distance of 1358.39 feet to a set 5/8" rebar with cap "LANGAN ENG." at an angle point thereon;

Course No.7 Thence North 87°46'06" East along a South line of said Wallis & Thompson Land, a distance of 216.72 feet to a set 5/8" rebar with cap "LANGAN ENG." at an angle point thereon;

Course No.8 Thence South 01°49'08" East along a West line of said Wallis & Thompson Land, a distance of 1057.46 feet to a set 5/8" rebar with cap "LANGAN ENG." at an angle point thereon;

Course No.9 Thence South 01°43'16" East along a West line of said Wallis & Thompson Land, a distance of 200.71 feet to a set 5/8" rebar with cap "LANGAN ENG." at an angle point thereon;

Course No.10 Thence South 87°32'04" West along a North line of said Wallis & Thompson land, a distance of 272.68 feet to a 1" Iron Pipe found along the West line of the Southwest Quarter of said Section 8;

Course No.11 Thence South $00^{\circ}45'21''$ East along said West line of the Southwest Quarter of section 8, a distance of 37.42 feet to the Southwest Corner of said Section 8 being referenced by a found $3/4''$ iron pipe;

Course No.12 Thence continuing South $00^{\circ}45'21''$ East along the West line of the Northwest Quarter of section 17, a distance of 143.44 feet to the centerline of Corneils Road;

Course No.13 Thence North $86^{\circ}15'51''$ West along said centerline of Corneils Road, a distance of 1322.08 feet to a MAG nail set at the intersection of the centerline of Beecher Road;

Course No.14 Thence South $87^{\circ}30'36''$ West along the centerline of said Beecher Road, a distance of 566.16 feet to a MAG nail set at the Southeast corner of Kendall County parcel 02-07-400-001 now or formerly owned by Commonwealth Edison;

Course No.15 Thence North $07^{\circ}57'11''$ East along said Commonwealth Edison Parcel 02-07-400-001, a distance of 2694.50 feet to a MAG nail set in the South line of said Northeast Quarter of Section 7, said point also being the Southeast corner of Kendall County parcel 02-07-200-003 now or formerly owned by Commonwealth Edison;

Course No.16 Thence continuing North $07^{\circ}57'11''$ East along said Commonwealth Edison Parcel 02-07-200-003, a distance of 115.68 feet to a $5/8''$ rebar with cap "LANGAN ENG." set at an angle point;

Course No.17 Thence North $00^{\circ}52'32''$ West along said Commonwealth Edison Parcel 02-07-200-003, a distance of 1681.96 feet to a set $5/8''$ rebar with cap "LANGAN ENG." At the Southeast corner of Kendall County parcel 02-07-200-015 now or formerly owned by Two Star Enterprises LLC as recorded in Document No. 20140529 of the Kendall County records;

Course No.18 Thence North $89^{\circ}07'28''$ East along a south line of Kendall County parcel 02-07-200-015 now or formerly owned by Two Star Enterprises, LLC as recorded in Document No. 20140529 of the Kendall County records, a distance of 137.17 feet to a set $5/8''$ rebar with cap "LANGAN ENG." at an angle point thereon;

Course No.19 Thence South $00^{\circ}52'32''$ East along a West line of said Two Star Enterprises LLC land, a distance of 646.01 feet to a set $5/8''$ rebar with cap "LANGAN ENG." at an angle point thereon;

Course No.20 Thence North $87^{\circ}19'40''$ East along a South line of said Two Star Enterprises LLC land, a distance of 807.16 feet to a set $5/8''$ rebar with cap "LANGAN ENG." at an angle point thereon;

Course No.21 Thence North $00^{\circ}51'47''$ West along a South line of said Two Star Enterprises LLC land, a distance of 1051.29 feet to a set $5/8''$ rebar with cap "LANGAN ENG." at an angle point thereon;

Course No.22 Thence North $87^{\circ}19'02''$ East along a South line of said Two Star Enterprises LLC land, a distance of 514.86 feet to a set Railroad Spike along the West line of said Section 8 also being the centerline of said Beecher Road;

Course No.23 Thence South $00^{\circ}51'47''$ East along the East line of said Northeast Quarter of Section 7, a distance of 668.33 feet to a MAG nail set at the Southeast corner of Kendall County parcel 02-08-100-006 now or formerly owned by Milroy Farms LLC as recorded in Document No. 201218002 of the Kendall County records;

Course No.24 Thence North $87^{\circ}34'15''$ East along a South line of said Kendall County parcel 02-08-100-006, a distance of 2655.99 feet to a set $5/8''$ rebar with cap "LANGAN ENG." along the East line of the Northeast Quarter of said Section 8;

Course No.25 Thence South $01^{\circ}00'08''$ East along said East line of the Northeast Quarter of section 8, a distance of 1528.63 feet to the Place of Beginning, said parcel containing 10,886,275 square feet or 249.9145 acres of land according to a survey by LANGAN Engineering and Environmental Services dated March 2025 and being the same more or less and being subject to all legal highways and easements. The basis of bearings of this survey is based on the Illinois State Plane Coordinate System, East Zone, NAD 83, per GPS observations in March, 2025.



A Professional Corporation
140 South Dearborn Street, Suite 600
Chicago, IL 60603
www.ancelglink.com

Gregory W. Jones
gjones@ancelglink.com
(P) 312.604.9195
(F) 312.782.0943

March 14, 2025

Via: E-Mail and Messenger

Krysti J. Barksdale-Noble, AICP
Community Development Director
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560

**Re: Prologis, L.P. Annexation and Development Application
Project Steel, Yorkville, Illinois**

Dear Krysti,

We represent Prologis, L.P. (“**Prologis**”), the contract purchaser of +/- 540 acres of property (“**Subject Property**”) located in unincorporated Kendall County that is contiguous to the United City of Yorkville’s (“**Yorkville**”) municipal boundary. The Subject Property is generally located east of Eldamain Road between Corneils Road on the south and Galena Road on the north. Prologis is pleased to have the opportunity to invest in Yorkville by submitting the enclosed annexation and entitlement application for the Subject Property.

I. Background

Prologis proposes to annex the Subject Property and obtain approval of rezoning, preliminary planned unit development (“**PUD**”), and right-of-way vacation to facilitate development of a campus containing up to 24 data center buildings, electrical substations, and related improvements. Each data center building may contain up to 400,000 square feet of floor area, producing over 9 million square feet for the entire project. The parcels comprising the Subject Property are identified on Exhibit A and are zoned a mix of A1, Agriculture, A1, Special Use Agriculture, and M2, Heavy Industrial in accordance with the Kendall County Zoning Ordinance.

The Subject Property is primarily used for farming and is bordered on the east and north by agricultural uses. BrightFarms’ industrial greenhouse facility is located south of the Subject Property and, south of that, is a Commonwealth Edison substation facility and the site of Cyrus One’s recently-approved data center campus. Excluding the current and pending developments south of the Subject Property, the area is predominantly agricultural property.

Yorkville’s 2016 Comprehensive Plan Update (“**Comprehensive Plan**”) designates the Subject Property’s future land use as “estate/conservation residential” and the land immediately south of the Subject Property as “general industrial.” Notably, the Comprehensive Plan acknowledges future land use designations are intended to be adjusted as circumstances warrant change. (Comprehensive Plan p. 80) As discussed further below, the increasing need for data center infrastructure nationwide and Yorkville’s recent embrace of data center and industrial

development on nearby properties supports revisiting the Comprehensive Plan's future land use designation, which was adopted nearly a decade ago before the benefits of and demand for data centers became so apparent.

II. Proposal

Prologis proposes to annex and facilitate development of the Subject Property in 3 phases, all as detailed in the Phasing Plan enclosed as Exhibit B. Construction on the first phase is anticipated to begin during the summer of 2027, and Prologis anticipates the Subject Property will be fully developed over the course of 20 years. Each phase will be served by its own stormwater and other infrastructure that will be built in tandem with the private improvements included in each phase. Due to the project's scale and the need to coordinate with third-party utility providers, including (among others) Commonwealth Edison ("**ComEd**") and the Yorkville-Bristol Sanitary District, the precise start dates for each phase will necessarily depend on a variety of factors that are currently fluid.

Upon completion, Prologis expects the Subject Property to be home to 24 data center facilities that include more than 9 million square feet of floor area, 3 ComEd substations, up to 8 stormwater detention facilities, a realigned and reconstructed public street (East Beecher Road), and related public and private improvements. Prologis' investment in the Subject Property is expected to exceed one billion dollars.

Prologis seeks approval of several requests to facilitate the Subject Property's development, including:

- 1) Annexation of the Subject Property and approval of an annexation agreement;
- 2) A map amendment to zone the Subject Property M-2 General Manufacturing ("**M2 District**") upon annexation;
- 3) Vacation and realignment of Beecher Road to create a secure data center campus and increase traffic efficiencies in the area; and
- 4) A special use for a preliminary PUD, including the deviations / variations identified in Section II(d) below.

In addition to the above entitlement requests, Prologis proposes to enter into a public utility infrastructure agreement with Yorkville to allow Prologis to recover its upfront investment in water infrastructure, wastewater infrastructure, and Beecher Road improvements.

Additional details concerning each of Prologis' requests is below, including responses to the applicable UDO standards.

a) Annexation and Annexation Agreement

Annexation petitions are attached as Exhibit C and a draft annexation plat will be provided shortly. The Subject Property encompasses approximately 540 acres, is contiguous to Yorkville's corporate boundaries on the south, west, and east, and is eligible for annexation into the Village. Prologis anticipates entering into an annexation agreement with Yorkville containing mutually beneficial terms governing the Subject Property's annexation and future development.

b) Map Amendment

Prologis proposes to rezone the Subject Property from its current Kendall County zoning designations to Yorkville's M2 District. Data centers and electrical substations are both identified as permitted uses in the M2 District. (UDO Sec. 10-3-12(B)) Prologis' responses to the UDO's rezoning standards are below.

Standard 1: State how the map amendment is consistent with the Comprehensive Plan and the purposes of the UDO.

The Comprehensive Plan identifies the Subject Property's future land use as "estate/conservation residential;" however, the Comprehensive Plan also acknowledges future land use designations are intended to be adjusted as circumstances warrant change. Area development patterns and opportunities have changed significantly since the Comprehensive Plan's adoption in 2016. The need for data center infrastructure has increased dramatically in recent years – something that Yorkville has acknowledged by amending the UDO to encourage data center projects generally, and, more specifically, by approving a data center project just south of the Subject Property. Yorkville has embraced industrial and energy redevelopments along the Eldamain Road corridor, including on property immediately south of the Subject Property, which (like the Subject Property) the Comprehensive Plan designated for future development as estate/conservation residential. Zoning the Subject Property M2 upon annexation is a logical extension of the zoning and development pattern Yorkville has already embraced.

Standard 2: State how the map amendment is consistent with the existing and planned uses of nearby properties.

The Eldamain Road corridor is planned for industrial and energy uses. Yorkville approved a data center project last summer at the intersection of Eldamain Road and Faxon Road. ComEd distribution lines bisect the Subject Property and a large substation is located just south of the Subject Property. An industrial-grade farming facility (BrightFarms) is located immediately south of the Subject Property, and we understand a solar farm will shortly be built east of the Subject Property. Yorkville has recently invested significantly in regional water and sanitary sewer infrastructure upgrades that would support the redevelopment of the Subject Property with additional industrial and energy uses. Prologis' development represents the logical extension of the existing use pattern and realization of Yorkville's intended outcome for the area.

Standard 3: State how the proposed zoning designation is suitable for the Subject Property.

The M2 District provides suitable regulation for future development of the Subject Property. The properties on the east side of Eldamain Road adjacent to the Subject Property and extending south to the train tracks (a distance of 2+ miles) are almost uniformly zoned M2. Applying the M2 District to the Subject Property is consistent with the area's existing zoning composition. Further, the M2 District accommodates large-lot, campus-style developments consistent with Prologis' proposal. The Subject Property is large enough to mitigate potential off-site impacts (although few such impacts are anticipated) through the use of buffers greatly in excess of minimum setbacks, screening, and perimeter landscaping. Further, the proposed data center and electric utility uses are permitted by right in the M2 District.

Standard 4: 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 property located immediately west of the Subject Property is zoned M2 – the same zoning designation Prologis seeks for the Subject Property. The property located south of the Subject Property is occupied by an industrial agricultural use (BrightFarms) and is zoned PUD. The east side of the Eldamain Road corridor from Faxon Road on the south to Corneils Road on the north is uniformly zoned M2. Rezoning the Subject Property to the M2 District is the logical northward extension of the M2 Zoning District.

Standard 5: State how the Subject Property will meet the minimum frontage and area requirements in the M2 District.

The M2 District does not establish minimum lot size or lot width standards. Regardless, the Subject Property has frontage on four public streets – Eldamain Road, Galena Road, Corneils Road, and Beecher Road – and contains 540 acres. The Subject Property will utilize that space and right of way adjacency to develop a thoughtful campus that is mindful of adjacent land uses and aesthetic integrity.

Standard 6: State the community need for the proposed land use.

Technological advances have increased the need for data center infrastructure to support the modern economy and a rapidly advancing society. Developing the Subject Property as a data center campus will position Yorkville and the entire region for continued growth while delivering increased tax revenue and infrastructure upgrades necessary to support Yorkville.

Standard 7: State the length of time the Subject Property has been vacant as zoned considered in the context of the land development in the area in the vicinity of the Subject Property.

The Subject Property has been farmed for many years. The Comprehensive Plan acknowledges the Subject Property will redevelop upon annexation, and Yorkville has recently and consistently

embraced industrial and energy uses in the surrounding area. Allowing the Subject Property to redevelop as a data center campus will allow the Subject Property to be improved in a manner that is consistent with Yorkville's development goals for the Eldamain Road corridor.

c. Right of Way Vacation

Beecher Road is a low-volume, 2-lane, rural road without curb, gutter, or other public improvements that currently bisects the Subject Property from north to south. While Beecher Road has historically provided adequate access for nearby agricultural uses, the road's location presents significant challenges to the Subject Property's successful redevelopment. Beecher Road bisects all 3 substation lots and 4 planned stormwater facilities as it meanders east and north through the Subject Property. Designing around Beecher Road is challenging at best and produces a layout that is less accessible and less secure for data center operators.

Prologis proposes to realign Beecher Road to the east to provide a clear, unimpeded path of travel that aligns with the existing E. Beecher Road. This requires vacating W. Beecher Road and part of E. Beecher Road so Prologis can construct a new E. Beecher Road consistent with Yorkville's standards for collector streets. The proposed realigned will not eliminate access for properties located adjacent to Beecher Road as it exists today. Prologis will continue to provide access to those properties that rely solely on Beecher Road for access, including the property located at 1010 Beecher Road. Prologis is confident that the realigned Beecher Road will benefit both the Subject Property and the region by providing a predictable, efficient, and safe roadway network.

d. Special Use for a Planned Unit Development

The UDO requires all lots containing 4 or more acres in the M2 District develop as a PUD. Prologis seeks approval of a special use for a preliminary PUD to develop the Subject Property as a data center campus. Below are responses to the UDO's relevant standards and a list of requested UDO deviations.

Special Use Standards

Standard 1: The establishment, maintenance, or operation of the Special Use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.

The proposed data center campus will promote the public health, safety, and welfare. The proposed M2 zoning designation allows data centers and electric substations as a permitted use, communicating Yorkville's commitment to attracting and supporting these types of developments. The development will produce significant construction jobs as well as long-term employment opportunities for area residents and generate significant tax revenue for Yorkville. Prologis seeks to invest significantly in the 500+ acre Subject Property that has long been used for agricultural purposes and help Yorkville to establish itself as a regional leader in the modern economy.

Standard 2: The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within or near the neighborhood in which it is to be located.

Despite the high level of investment associated with creating a data center campus of this scale, data centers are passive uses that rarely impose negative impacts on surrounding properties. The Subject Property is divided by ComEd right of way – one of the reasons the Subject Property is appealing for data center users. The property located west of the Subject Property is zoned M2 – the same zoning designation Prologis seeks here. Properties to the north are occupied by an industrial concrete plant (Kendall County Concrete) and, north of Galena Road, additional agricultural uses. To the east is a solar farm that should shortly come on-line and additional agricultural uses.

To mitigate potential impacts on neighboring properties, Prologis proposes setbacks that greatly exceed those required by the M2 Zoning District and enhanced landscaping along the Subject Property’s perimeter. The development is consistent with nearby uses and zoning rights and, in some cases, far less intense than neighboring uses. Prologis’ proposed investment in the Subject Property is estimated, upon completion, to exceed one billion dollars, which will increase nearby property values.

Standard 3: The establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding properties for uses permitted in the district.

Yorkville previously determined that it is sound policy to allow data centers as a permitted use in the M2 Zoning District. The data center and substation uses are not responsible for Prologis’ special use request; the UDO allows those uses by right. Instead, the special use request is driven by the UDO’s requirement that the Subject Property develop as a PUD because of its size. Allowing Prologis to establish a permitted use on the Subject Property will promote consistent development along the Eldamain Road corridor – much of which is also zoned M2. Developing the Subject Property as a PUD also provides predictability to nearby property owners, as Prologis is committing to construct the development on a schedule and in accordance with certain plans and agreements. This level of transparency is both unique and beneficial to surrounding property owners.

Standard 4: Adequate utilities, access roads, drainage or other necessary facilities have been or shall be provided.

The Subject Property is nearly surrounded by public streets that provide more than sufficient access for this relatively passive use. Consistent with industry standards and end-user requirements for data centers, vehicle access to the Subject Property will be provided primarily by private access drives, all of which will be privately constructed, maintained, and operated. This arrangement significantly reduces maintenance obligations Yorkville would otherwise assume if the access drives were publicly dedicated rights of way. Each data center facility will have a

“looped” driveway to provide emergency services and others necessary access to all sides of each structure.

Prologis will also invest significantly in regional water and sewer utility upgrades necessary to serve the Subject Property and promote future redevelopment opportunities in the area. The Subject Property will also be served by numerous stormwater facilities that will provide a greater degree of control than presently exists during storm events.

Standard 5: Adequate measures shall be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.

Data centers are a relatively passive use. Unlike other commercial and industrial uses, data centers generally do not generate significant traffic, particularly during morning and evening peaks. The development is designed to primarily accommodate vehicle traffic internally, which reduces the need for users to rely on public streets when navigating within the campus. Nevertheless, the development is accessible from Galena Road, Eldamain Road, Corneils Road, and the realigned E. Beecher Road. This design reduces reliance on public streets while still preserving a healthy level of access to the Subject Property.

Standard 6: The proposed Special Use is not contrary to the objectives of the City’s adopted Comprehensive Plan.

The 2016 Comprehensive Plan expressly acknowledges that Yorkville should update future land use designations as circumstances change. Since 2016, the data center industry has grown exponentially, a change that Yorkville has positioned itself well to capitalize upon. Yorkville recently approved a data center project south of the Subject Property and has actively rezoned much of the Eldamain Road corridor to the M2 Zoning District. Yorkville’s UDO – the document primarily responsible for implementing the Comprehensive Plan’s vision – allows data centers and supporting uses as a permitted use in the M2 Zoning District. Allowing a data center to be built on the Subject Property represents the logical implementation of the policy direction Yorkville has adopted over the last few years.

Planned Unit Development Standards

Standard 1: Please state how the PUD is consistent with the goals, objectives, and policies set forth in the Comprehensive Plan and other adopted City plans and policy documents.

The Comprehensive Plan acknowledges that future land use designations should change as circumstances change. Since the Comprehensive Plan’s adoption in 2016, the demand for data center infrastructure has increased exponentially. Simultaneously, Yorkville modified its UDO to allow data centers as a permitted use in certain zoning districts, approved a data center project just south of the Subject Property on Eldamain Road, and modified the future land use designation of the adjacent property (to the west) from “estate/conservation residential” to “industrial.” Prologis’

plan to develop the Subject Property as a data center campus represents the logical northward extension of the land use pattern Yorkville has embraced along the Eldamain Road corridor.

Standard 2: Please state how the PUD is laid out and developed as a unit in accordance with an integrated overall design, in which the various land uses function as a cohesive whole and support one another.

The Subject Property will be developed in a comprehensive and cohesive manner consistent with the preliminary plan accompanying Prologis' application. The preliminary plan divides the work into 3 phases, each of which will be self-sufficient. Prologis proposes only two uses for the Subject Property: (1) data centers; and (2) electric substations. These two uses are complimentary to and reliant upon each other, and the Subject Property will be developed as sufficient power capacity is secured. The Subject Property's perimeter features enhanced setbacks and landscape treatments that communicate a high level of design and provide a consistent and quality "front door" for the development.

Standard 3: Please state how the PUD is designed, located, and proposed to be operated and maintained so that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety, and welfare.

The proposed development will not impair the supply of light or air to nearby properties, nor will it substantially increase the danger of fire or endanger the public health, safety, and welfare. The development features 2-story data center facilities located on predominantly flat land. The height of these buildings, coupled with perimeter setbacks that greatly exceed what is required by the UDO, will not materially impact light supply. Within the site, the buildings are set back from each other at a sufficient distance to have no meaningful impact on light or air supply. Each data center facility is surrounded by a drive aisle wide enough to accommodate 2-way traffic, including emergency services vehicles.

Standard 4: Please state how the PUD includes uses that are generally compatible and consistent with the uses of adjacent parcels. If the uses are not generally compatible, all adverse impacts have been mitigated through screening, landscaping, public open space, and other buffering features that protect uses within the development and surrounding properties.

The proposed data center campus is consistent with the use and zoning of nearby properties. As discussed earlier, much of the Eldamain Road corridor is zoned M2 – the same designation sought for the Subject Property. Yorkville recently approved a data center campus on property located south of the Subject Property. ComEd right of way occupied by transmission lines passes through the middle of the Subject Property, and a large ComEd substation is located south of the Subject Property on the opposite side of Corneils Road. Establishing a data center campus (which is permitted by right in the M2 district) on the Subject Property is consistent with Yorkville's existing and future development goals for the area.

Standard 5: Please state how the PUD is designed so that adequate utilities, road access, stormwater management, and other necessary facilities will be provided to serve it.

The Subject Property is nearly surrounded by public streets that provide more than sufficient access for this relatively passive use. Consistent with industry standards and end-user requirements for data centers, vehicle access to the Subject Property will be provided primarily by private access drives, all of which will be privately constructed, maintained, and operated. This arrangement significantly reduces maintenance obligations Yorkville would otherwise assume if the access drives were publicly dedicated rights of way. Each data center facility will have a “looped” driveway to provide emergency services and others necessary access to all sides of each structure.

Prologis will also invest significantly in regional water and sewer utility upgrades necessary to serve the Subject Property and promote future redevelopment opportunities in the area. The Subject Property will also be served by numerous stormwater facilities that will provide a greater degree of control during storm events than presently exists.

Standard 6: Please state how the PUD does not substantially adversely impact an archaeological, historical, or cultural resource, included on the local, state, or federal register, located on or off the parcels proposed for development.

The proposed development does not substantially adversely impact any known archaeological, historical, or cultural resource. Prologis is unaware of any such resources and, should one be identified, Prologis will work cooperatively with Yorkville to address any reasonable concerns.

UDO Deviations

- 1) Interior Setbacks (UDO Sec. 10-3-9): The UDO requires each M2-zoned lot to provide a 25’ front yard setback and a 20’ interior side yard setback. The proposed campus-style development will be served primarily by private access drives and requires relief from these setback requirements. Prologis instead proposes that setbacks for the Subject Property only be measured from the property’s perimeter.
- 2) Energy Use Standards (UDO Sec. 10-4-10): The UDO provides that a data center qualifies as an “energy industrial use.” Prologis seeks a deviation to ensure that any UDO standards Yorkville subsequently adopts governing energy industrial uses will not apply to the Subject Property.
- 3) Off-Street Parking (UDO Sec. 10-5-1(H)(5)): The UDO requires data centers to provide 0.3 parking spaces for each 1,000 square feet of floor area. Prologis expects each data center to contain approximately 379,100 square feet, which would require 114 parking spaces per building. Prologis proposes to provide 47 parking spaces for each building, which is consistent with both industry standards and actual parking demand experienced at

Prologis' other data center facilities. Further, parking shall not be calculated on a lot-by-lot basis.

- 4) Off-Street Loading (UDO Sec. 10-5-1(Q)): Prologis requests that Yorkville accept 1 loading space for each data center facility, and waive any requirement for further loading space accommodation.
- 5) Cross Access (UDO Sec. 10-5-1(F)): The UDO requires cross access between properties; however, based on security concerns associated with data center projects and the general lack of development adjacent to the Subject Property, Prologis asks Yorkville to waive this requirement.
- 6) Pedestrian Circulation (UDO Sec. 10-5-1(N)): Prologis plans to provide sufficient pedestrian walkways between parking lots and data center facilities; however, Prologis does not plan to provide pedestrian connections between data center facilities. In Prologis' experience, employees and visitors infrequently visit more than one data center facility at a time. Further, the sheer size of the Subject Property and anticipated security protocols makes it unlikely that visitors would travel on foot between data center facilities. Prologis asks Yorkville to waive this requirement.
- 7) Bicycle Parking (UDO Sec. 10-5-1(O)): The Subject Property's location eliminates any reasonable likelihood that bike parking would receive any meaningful, regular use. Prologis requests that Yorkville waive bike parking requirements for the Subject Property.
- 8) Landscaping (UDO Sec. 10-5-3): The UDO requires significant landscaping to be installed in and around parking lots and around building foundations. The secure nature of the proposed campus reduces the value received when such landscaping is provided in a public-facing development. In place of interior landscape requirements, Prologis proposes to install enhanced landscaping along those parts of the Subject Property's perimeter that are adjacent to public streets (i.e., Eldamain Road, Galena Road, Corneils Road, and Beecher Road).
- 9) Mechanical Unit Screening (UDO Sec. 10-5-4(B) and (C)): The UDO requires ground and roof mounted mechanical units to be screened. The development will feature primarily ground mounted units, as is customary in data center developments, but there will also be rooftop mechanical units. Recognizing that these units will be set back far from any public roadway, Prologis seeks Yorkville's approval of the following screening standards: (1) vinyl fencing for ground mounted units equal to the height of the generator unit, excluding stacks protruding above the generator; and (2) no screening for rooftop units.
- 10) Fences (UDO Sec. 10-5-5): The UDO prohibits fences from extending beyond the front plane of the primary building façade and limits fence height to no more than 8 feet. Prologis seeks Yorkville's approval of fencing in the locations identified on the preliminary plan, portions of which are located closer to the right of way than the building facade.

Prologis also seeks approval to construct fences measuring up to 12 feet in height to ensure the Subject Property is appropriately secured.

- 11) Appearance Standards (UDO Sec. 10-5-8-(4)): The UDO provides that industrial buildings must meet certain design standards, including requiring that any building measuring longer than 100 feet must incorporate recesses along at least 30% of the façade facing a street. Recognizing that the data center facilities are set back significantly from adjacent rights of way, Prologis seeks to waive appearance standards in exchange for Prologis' commitment to construct the buildings of masonry, pre-cast materials.
- 12) Frontage on a Public Street (UDO Sec. 10-7-2): The UDO requires all new lots abut a public street. Acknowledging that Prologis is proposing a secure data center campus primarily served by private drives, Prologis asks Yorkville to waive this requirement and approve – in the future – subdivision of the Subject Property into lots that Prologis reasonably determines sufficient to facilitate the use, operation, maintenance, and disposition of the Subject Property.
- 13) Street Standards (UDO Sec. 10-7-3 and 10-7-4): The UDO establishes standards for street construction and circulation. Excluding the realigned Beecher Road, the proposed development does not include new streets. Accordingly, Prologis asks Yorkville to waive these requirements.

e. Incentive Requests

Prologis plans to invest significantly in constructing water and wastewater extensions and a half mile of new public right of way – East Beecher Road. This public infrastructure will both support Prologis' development and accelerate Yorkville's realization of the land use goals set forth in the Comprehensive Plan. Among other things, Prologis' investment will eliminate the need for a large, up-front, investment in regional-scale public infrastructure and "set the stage" for redevelopment that would otherwise not be feasible. Neighboring properties and Yorkville as a whole will benefit significantly from Prologis' investment in public infrastructure.

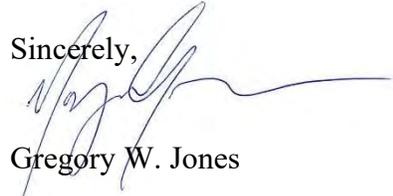
Prologis proposes entering into a public utility infrastructure agreement allowing Prologis to recover its up-front investment in public improvements over a period of 20 years. There are two funding sources for reimbursement: (1) a share of the utility tax generated by the Subject Property; and (2) recapture fees paid by properties that benefit from the improvements Prologis constructs. The agreement will also provide reasonable assurances regarding water capacity to ensure Prologis can fully develop the Subject Property. Prologis would appreciate an opportunity to further discuss with Yorkville the specific terms of this agreement.

III. Conclusion

Prologis respectfully requests Yorkville approve its application for annexation and development to facilitate the future redevelopment of the Subject Property. Please do not hesitate to contact me with questions.

ANCEL GLINK
March 14, 2025
Page 12

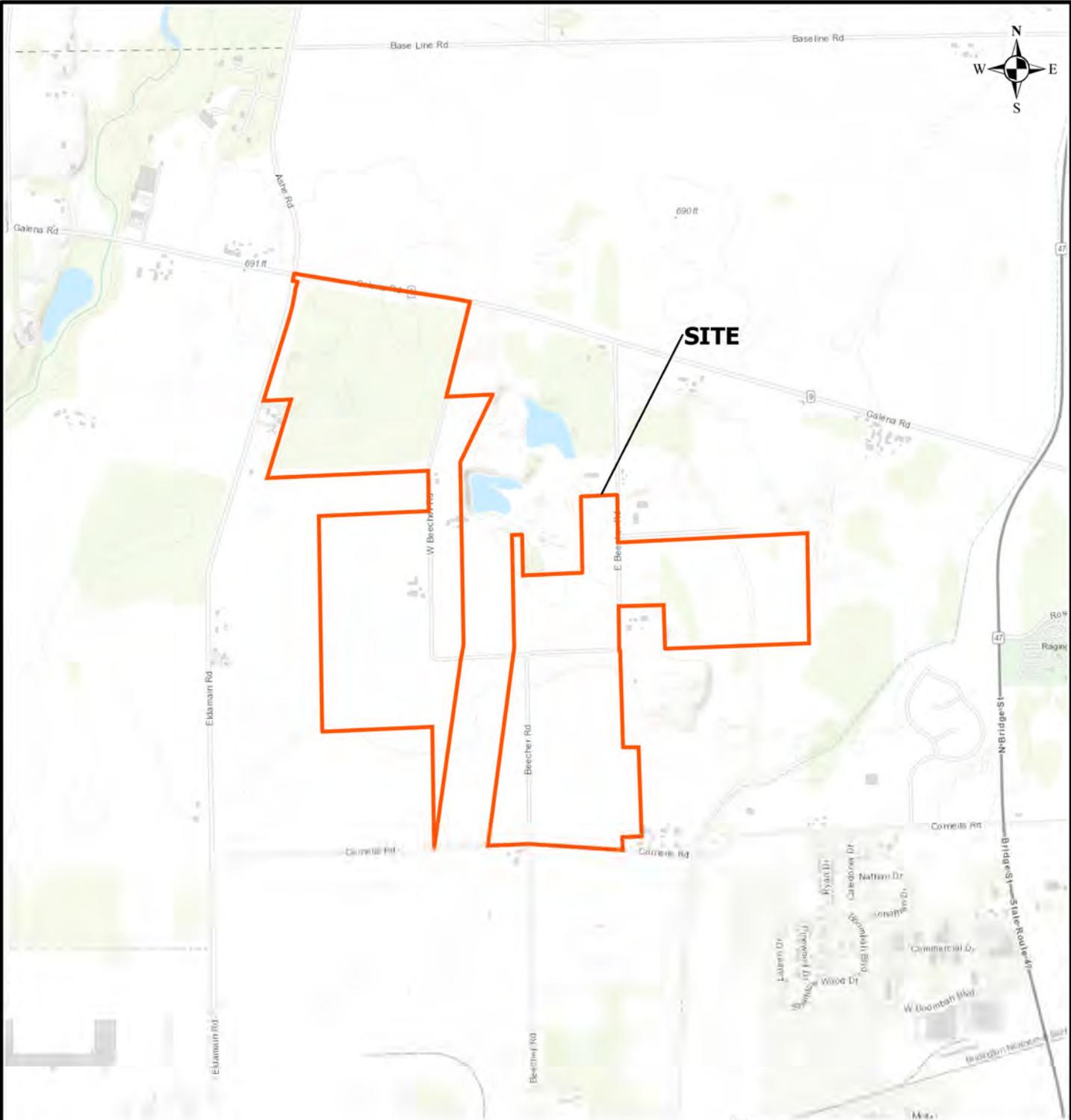
Sincerely,

A handwritten signature in blue ink, appearing to read 'Gregory W. Jones', with a long horizontal flourish extending to the right.

Gregory W. Jones

cc: JC Witt, Prologis (via e-mail)
Katie Fraser, Prologis (via e-mail)

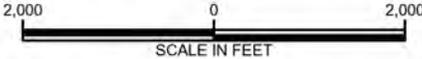
Enclosures



Legend

 Project Steel

- Notes:**
1. Site located in the Yorkville USGS Quadrangle.
 2. Topographic basemap is provided through Langan's Esri ArcGIS software licensing and ArcGIS online, National Geographic Society, i-cubed.
 3. Site boundary is based on ReportAll Parcels, all features shown are approximate.



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Project
Project Steel
(Yorkville)
 BRISTOL
 KENDALL COUNTY IL

Figure Title
SITE LOCATION
MAP

Project No.
 541061101
 Date
 2/2/2025
 Scale
 1"=2,000'
 Drawn By
 RDB
 Figure
A

EXHIBIT B

| PROPOSED PHASING SCHEDULE | | |
|----------------------------------|------------------------------|---|
| PHASE | BUILDINGS | SITE FEATURES |
| 1 | 7 TOTAL (BUILDINGS 1-7) | 5 PONDS (1-5) SUBSTATION 1 ASSOCIATED PARKING |
| 2 | 9 TOTAL (BUILDINGS 8-16) | 2 PONDS (8-9) SUBSTATION 2 ASSOCIATED PARKING |
| 3 | 8 TOTAL (BUILDINGS 17-24) | 2 PONDS (6-7) SUBSTATION 3 ASSOCIATED PARKING |

EASEMENT LEGEND

| | |
|----------------------------------|-----|
| TELECOM (AT&T) | --- |
| ELECTRIC (COMED) | --- |
| GAS (NICOR) | --- |
| SANITARY | --- |
| PROPOSED MULTI-USE WALKING TRAIL | --- |

LEGEND

| | |
|----------------------------|-----|
| PROPERTY LINE | --- |
| PROJECT BOUNDARY | --- |
| PROJECT SETBACK | --- |
| VOLUNTARY SETBACK | --- |
| 100' LANDSCAPE BUFFER | --- |
| FLOOD ZONE A ⁶ | --- |
| FLOOD ZONE AE ⁶ | --- |
| FLOODWAY ⁶ | --- |

PROPOSED PHASING SCHEDULE

| PHASE | BUILDINGS | SITE FEATURES |
|-------|---------------------------|--|
| 1 | 6 TOTAL (BUILDINGS 1-6) | 3 PONDS (1-3) SUBSTATION 1 COMED PONDS ASSOCIATED PARKING |
| 2 | 6 TOTAL (BUILDINGS 7-12) | 2 PONDS (7-8) SUBSTATION 2 COMED POND ASSOCIATED PARKING |
| 3 | 6 TOTAL (BUILDINGS 13-18) | 3 PONDS (4-6) SUBSTATION 3 COMED POND ASSOCIATED PARKING |

BULK AND DIMENSIONAL STANDARDS

EXISTING: BRISTOL TOWNSHIP, KENDALL COUNTY, IL ZONE A1, A1-SU, M2
PROPOSED: CITY OF YORKVILLE, KENDALL COUNTY, IL ZONE M2
REFERENCE: CITY OF YORKVILLE ZONING ORDINANCE
TOTAL COMBINED PROJECT AREA = ±540 ACRES (150 + 298 + 84 + 8)

LOT A - PHASE 1

| ITEM | REQUIRED | PROPOSED | REFERENCE |
|-------------------------------------|-------------------------|---------------------|-----------|
| LOT SIZE (ACRES) | NONE | ±150 | 10-3-9 |
| MINIMUM LOT FRONTAGE (FEET) | NONE | ±6,800 ¹ | 10-3-9 |
| MAXIMUM BUILDING HEIGHT (FEET) | N/A | ±56.5 | 10-3-9 |
| MAXIMUM BLDG. EQUIPMENT HEIGHT (FT) | N/A | ±70 | --- |
| MAXIMUM LOT COVERAGE (%) | ±85% | ±60% | 10-3-9 |
| LANDSCAPE ZONE (FEET) | 30 | 50 | 2009-42 |
| REQUIRED YARD (FEET) | | | |
| FRONT | 25 | ±80 | 10-3-9 |
| SIDE | MIN. 10% OF LOT MAX. 20 | ±50 | 10-3-9 |
| REAR | N/A | ±50 | 10-3-9 |

LOT B - PHASE 2 AND 3

| ITEM | REQUIRED | PROPOSED | REFERENCE |
|-------------------------------------|-------------------------|----------|-----------|
| LOT SIZE (ACRES) | NONE | ±298 | 10-3-9 |
| MINIMUM LOT FRONTAGE (FEET) | NONE | ±4,175 | 10-3-9 |
| MAXIMUM BUILDING HEIGHT (FEET) | N/A | ±56.5 | 10-3-9 |
| MAXIMUM BLDG. EQUIPMENT HEIGHT (FT) | N/A | ±70 | --- |
| MAXIMUM LOT COVERAGE (%) | ±85% | ±30% | 10-3-9 |
| LANDSCAPE ZONE (FEET) | 30 | 50 | 2009-42 |
| REQUIRED YARD (FEET) | | | |
| FRONT | 25 | ±150 | 10-3-9 |
| SIDE | MIN. 10% OF LOT MAX. 20 | ±50 | 10-3-9 |
| REAR | N/A | ±50 | 10-3-9 |

PARKING CHART

LOT A - PHASE 1

| | | | |
|--------------------|----------------------------|------------------|-----------|
| EMPLOYEE PARKING | 0.2 PER/1,000 ³ | 456 ³ | 10-4-10 |
| ACCESSIBLE PARKING | PER IL ADA | 9 ⁴ | 10-5-1(D) |
| E/V PARKING | 1 PER 50 | 10 ⁵ | 10-5-1(K) |

LOT B - PHASE 2

| | | | |
|--------------------|----------------------------|------------------|-----------|
| EMPLOYEE PARKING | 0.2 PER/1,000 ³ | 456 ³ | 10-4-10 |
| ACCESSIBLE PARKING | PER IL ADA | 9 ⁴ | 10-5-1(D) |
| E/V PARKING | 1 PER 50 | 10 ⁵ | 10-5-1(K) |

LOT C - PHASE 3

| | | | |
|--------------------|----------------------------|------------------|-----------|
| EMPLOYEE PARKING | 0.2 PER/1,000 ³ | 456 ³ | 10-4-10 |
| ACCESSIBLE PARKING | PER IL ADA | 9 ⁴ | 10-5-1(D) |
| E/V PARKING | 1 PER 50 | 10 ⁵ | 10-5-1(K) |

- LEGEND:
A1 = AGRICULTURAL DISTRICT
A1-SU = AGRICULTURAL DISTRICT SPECIAL USE
M1 = LIMITED MANUFACTURING DISTRICT
M2 = HEAVY MANUFACTURING DISTRICT
M3-SU = AGGREGATE MATERIALS EXTRACTION, PROCESSING AND SITE RECLAMATION DISTRICT SPECIAL USE
R1 = ONE-FAMILY RESIDENTIAL DISTRICT
- NOTES:
1. APPROXIMATELY 5,000 LINEAR FEET OF LOT A FRONTAGE IS ALONG THE PROPOSED RELOCATED BEECHER ROAD.
2. A 30' BUFFERYARD IS REQUIRED WHEN: ADJACENT TO A RESIDENTIAL DISTRICT, PARKING LOT, ADJACENT TO A PUBLIC RIGHT-OF-WAY, AND AROUND ANY STORM WATER STORAGE BASIN THAT HAS ITS HIGH WATER LINE WITHIN THE FRONT OR SIDE YARDS OF A LOT.
3. FINAL REQUIRED PARKING CALCULATION TO BE DETERMINED THROUGH CITY OF YORKVILLE PERMITTING PROCESS. 0.2 STALLS PER 1,000 SQUARE FEET OF FLOOR AREA = 76 PARKING STALLS PER BUILDING.
4. 9 TOTAL ACCESSIBLE PARKING STALLS PROVIDED PER PHASE ACCORDING TO THE STATE OF ILLINOIS ACCESSIBILITY CODE TABLE 208.2
5. 456 TOTAL PARKING STALLS / 50 = 9.12 = 10 E/V STALLS REQUIRED PER PHASE.
6. FLOOD ZONE LIMITS ARE DEFINED BY 2005 INTERIM HYDROLOGIC AND HYDRAULIC ANALYSIS BY ENGINEERING ENTERPRISES, INC.



ZONING DISTRICT MAP

(BRISTOL TOWNSHIP - KENDALL COUNTY ZONING)

- LEGEND:
A1 = AGRICULTURAL DISTRICT
A1-SU = AGRICULTURAL DISTRICT SPECIAL USE
M1 = LIMITED MANUFACTURING DISTRICT
M2 = HEAVY MANUFACTURING DISTRICT
M3-SU = AGGREGATE MATERIALS EXTRACTION, PROCESSING AND SITE RECLAMATION DISTRICT SPECIAL USE
R1 = ONE-FAMILY RESIDENTIAL DISTRICT

| Date | Description | No. |
|-----------|-------------|-----|
| Revisions | | |

LANGAN

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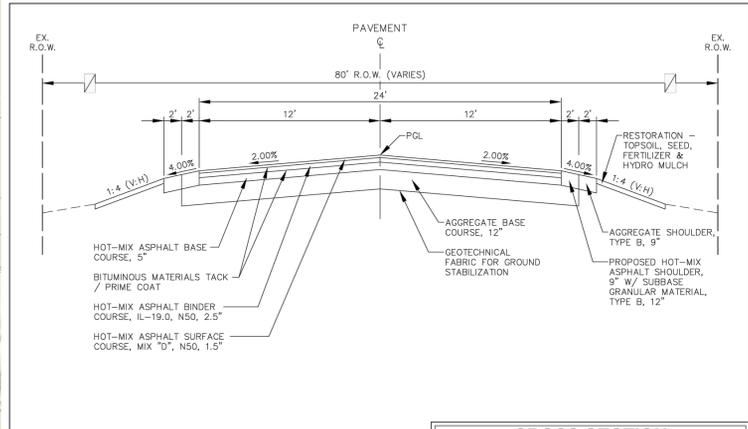
Project

PROJECT STEEL

YORKVILLE
KENDALL COUNTY ILLINOIS

PRELIMINARY PUD PLAN

| | |
|--------------|-------------|
| Project No. | Drawing No. |
| 541061101 | PUD-02 |
| Date | 5/16/2025 |
| Drawn By | NRR |
| Checked By | TDO |
| Sheet 1 of 1 | |

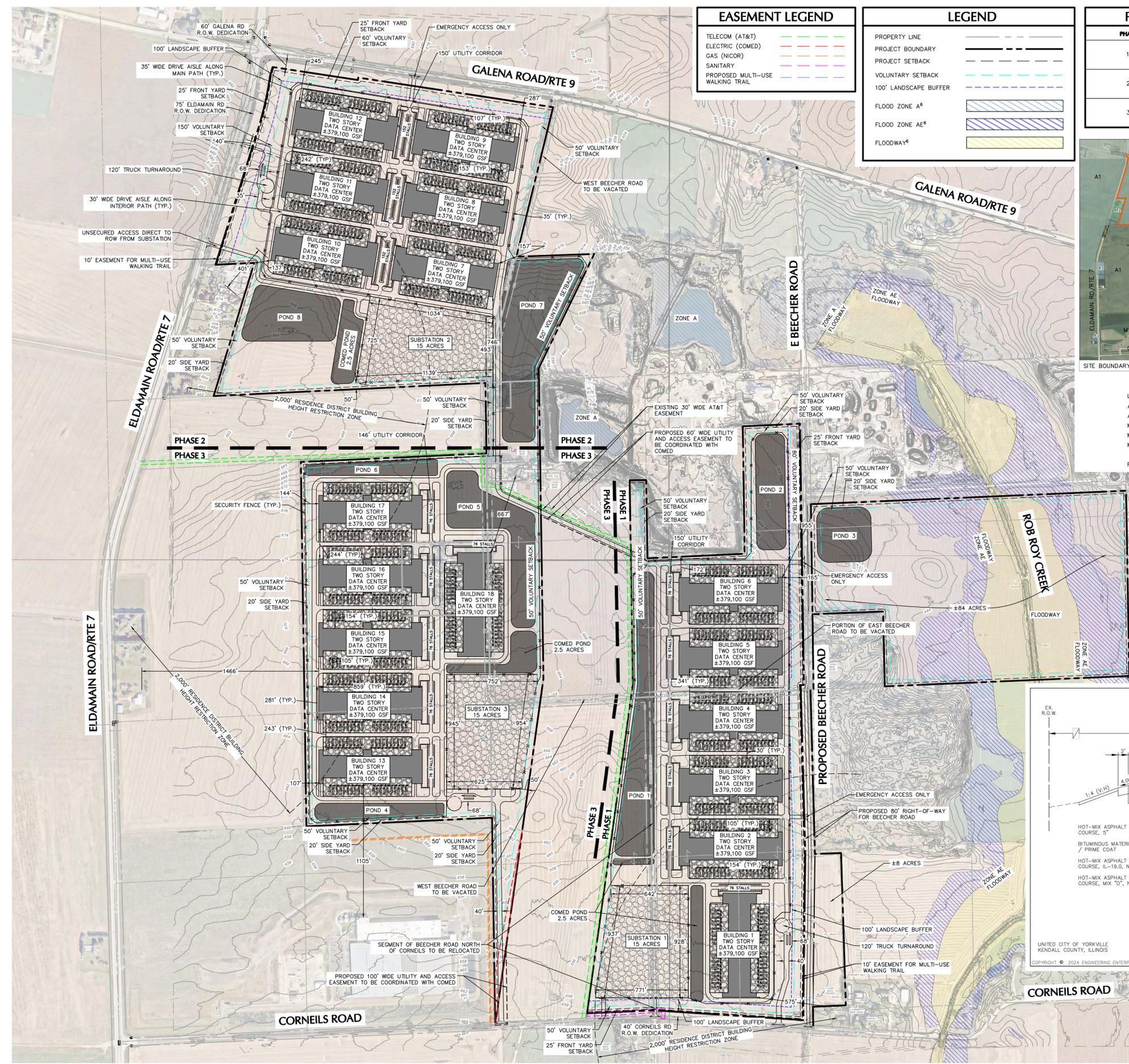


CROSS SECTION

| | | |
|---------------------------------|-----------|----------|
| Engineering Enterprises, Inc. | SCALE | DRAWN BY |
| 50 Wacker Drive, Illinois 60054 | 1" = 400' | KSP |
| 830.466.6700 - www.eerweb.com | DATE | REVIEW |
| | 05/23/24 | |

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS
COPYRIGHT © 2024 ENGINEERING ENTERPRISES, INC.

PROPOSED BEECHER ROAD PAVEMENT CROSS SECTION



NOT FOR CONSTRUCTION





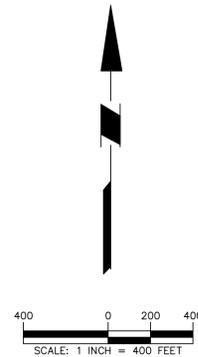
LEGEND

| | | | |
|----------------------------------|-----|-----------------|--|
| PROPERTY LINE | --- | GRAVEL/PAVEMENT | |
| PROJECT BOUNDARY | --- | POND | |
| PROJECT SETBACK | --- | ZONE A | |
| VOLUNTARY SETBACK | --- | ZONE AE | |
| 100' LANDSCAPE BUFFER | --- | BUFFER PLANTING | |
| PROPOSED MULTI-USE WALKING TRAIL | --- | MEADOW MIX | |
| BUILDING | | EVERGREEN TREE | |
| LAWN | | SHADE TREE | |
| ENHANCED PLANTING | | ORNAMENTAL TREE | |

PLANT SCHEDULE

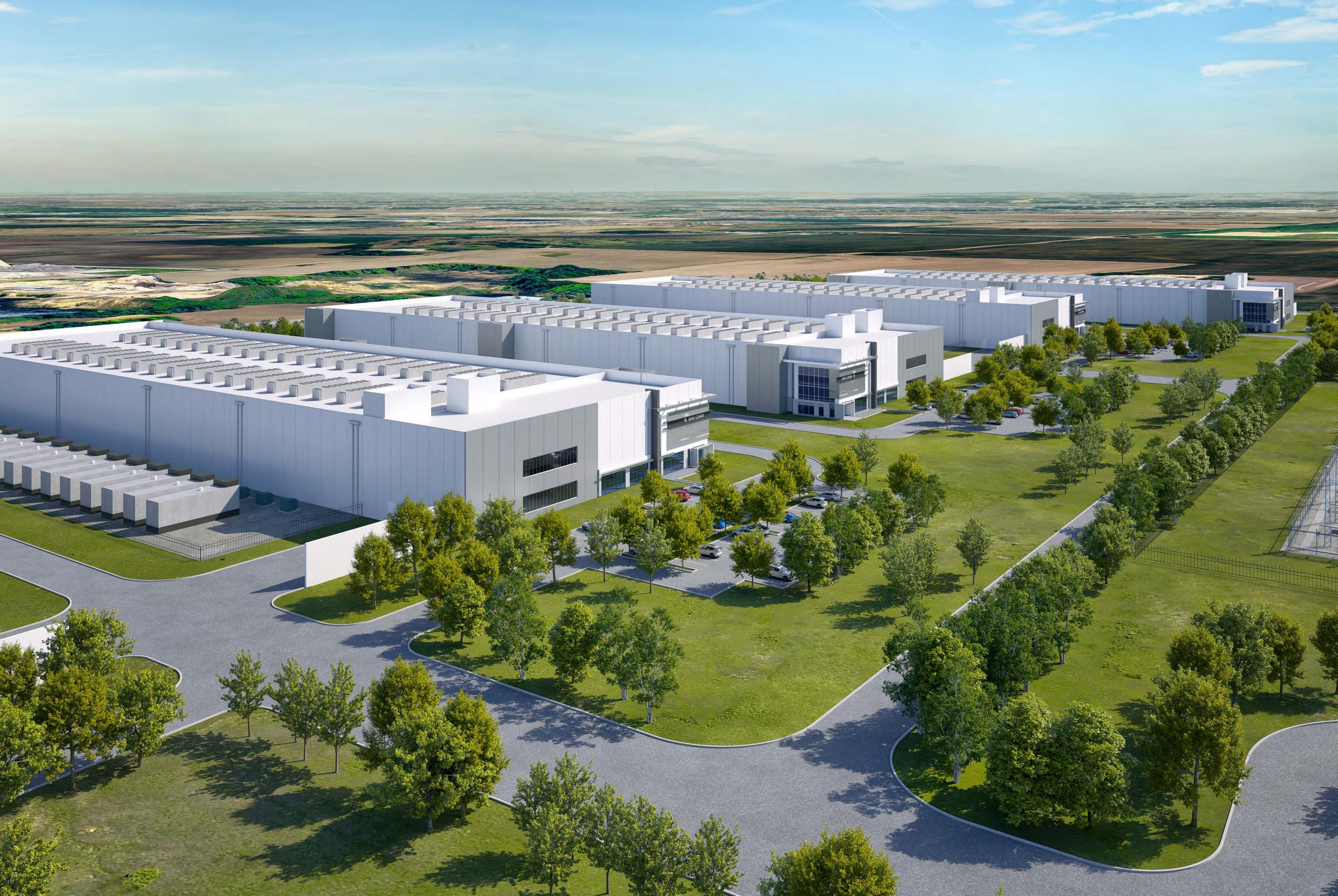
| KEY | BOTANICAL / COMMON NAME | SIZE | ROOT |
|-------------------------|--|---------------|------|
| DECIDUOUS TREES | | | |
| ARR | ACER RUBRUM 'RED SUNSET' / RED SUNSET RED MAPLE | 2 1/2-3" CAL. | B&B |
| ASG | ACER SACCHARUM 'GREEN MOUNTAIN' / GREEN MOUNTAIN SUGAR MAPLE | 2 1/2-3" CAL. | B&B |
| BR | BETULA NIGRA / RIVER BIRCH | 2 1/2-3" CAL. | B&B |
| CO | CELTIS OCCIDENTALIS / COMMON HACKBERRY | 2 1/2-3" CAL. | B&B |
| GS | GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE' / SKYLINE HONEY LOCUST | 2 1/2-3" CAL. | B&B |
| PV | PRUNUS VIRGINIANA 'SCHUBERT' / SCHUBERT CHOKECHERRY | 2 1/2-3" CAL. | B&B |
| OB | QUERCUS BICOLOR / SWAMP WHITE OAK | 2 1/2-3" CAL. | B&B |
| TA | TILIA AMERICANA / AMERICAN LINDEN | 2 1/2-3" CAL. | B.R. |
| UA | ULMUS AMERICANA / AMERICAN ELM | 2 1/2-3" CAL. | B&B |
| UP | ULMUS AMERICANA 'PRINCETON' / PRINCETON AMERICAN ELM | 2 1/2-3" CAL. | B&B |
| EVERGREEN TREES | | | |
| JE | JUNIPERUS VIRGINIANA / EASTERN REDCEDAR | 6-8' HT. | B&B |
| PD | PICEA GLAUCA 'DENSATA' / BLACK HILLS WHITE SPRUCE | 6-8' HT. | B&B |
| TN | THUJA OCCIDENTALIS 'NIGRA' / BLACK ARBORVITAE | 6-8' HT. | B&B |
| TT | THUJA OCCIDENTALIS 'TECHNY' / TECHNY ARBORVITAE | 6-8' HT. | B&B |
| ORNAMENTAL TREES | | | |
| AG | AESCULUS GLABRA 'JN SELECT' / EARLY GLOW™ OHIO BUCKEYE | 8-10' HT. | B&B |
| ALE | AMELANCHIER LAEVIS / ALLEGHENY SERVICEBERRY | 8-10' HT. | B&B |
| CI | CRATAEGUS CRUS-GALLI INERMIS / THORNLESS COCKSPUR HAWTHORN | 8-10' HT. | B&B |
| CV | CRATAEGUS VIRIDIS 'WINTER KING' / WINTER KING HAWTHORN | 8-10' HT. | B&B |
| MR | MALUS X 'ROYAL RAINDROPS' / ROYAL RAINDROPS CRABAPPLE | 8-10' HT. | B&B |
| VB | VIBURNUM PRUNIFOLIUM / BLACKHAW VIBURNUM | 8-10' HT. | B&B |

| Date | Description | No. |
|--|--------------|-----|
| Revisions | | |
| Langan Engineering, Environmental, Surveying, Landscape Architecture, and Geology, D.P.C. 200 W Madison Street, Suite 1920 Chicago, IL 60606 T: 312.547.7700 F: 312.547.7701 www.langan.com | | |
| Project | | |
| <h2 style="margin: 0;">PROJECT STEEL</h2> | | |
| YORKVILLE KENDALL COUNTY ILLINOIS | | |
| <h1 style="margin: 0;">CONCEPTUAL LANDSCAPE PLAN</h1> | | |
| Project No. | Drawing No. | |
| 541061101 | LP101 | |
| Date | Drawn By | |
| 05/16/2025 | SD | |
| Checked By | MS | |
| | Sheet 1 of 1 | |



NOT FOR CONSTRUCTION

Project No. 541061101





DATA CENTER ↻

200 West Madison Street, Suite 1920 Chicago, IL 60606 T: 312.547.7700 F: 312.547.7701

To: Bradley P. Sanderson P.E., City of Yorkville

From: Christopher A. Prisk, P.E., PTOE

CC: Timothy O’Neill, P.E.

Date: March 14, 2025

Re: Trip Generation Memorandum
Project Steel
City of Yorkville, Kendall County, Illinois
Langan Project No.: 541061101

I. Project Overview

The proposed Project Steel data center campus is anticipated to consist of 24,379,100 gross square foot (GSF) data center buildings located between, Galena Road, Eldamain Road, and Corneils Road in the city of Yorkville, Illinois. The proposed campus is anticipated to be constructed over three phases, with phase one comprising of seven buildings, phase two comprising of nine buildings, and phase three including the remaining eight buildings.

The proposed development includes two full access driveways. The first driveway, associated with Phase 1, is proposed along Corneils Road via Beecher Road. The second driveway, associated with Phases 2 and 3, is proposed along Eldamain Road. As part of the development, Beecher Road will be realigned so that the north leg connects to Corneils Road east of its existing connection. The preliminary Planned Unit Development (PUD) site plan is included as **Figure 1**.

II. Trip Generation

ITE Methodology

Trip generation for proposed developments are typically calculated using data contained in the *Trip Generation Manual, 11th Edition*, published by the Institute of Transportation Engineers (ITE). According to the trip generation calculations the anticipated trips for each phase of the development is as follows:

- Phase 1 – Seven Buildings
 - 292 AM Peak Hour trips (161 In, 131 Out)
 - 239 PM Peak Hour trips (72 In, 167 Out)
 - 2,627 ADT
- Phase 2 – Nine Buildings
 - 375 AM Peak Hour trips (206 In, 169 Out)
 - 307 PM Peak Hour trips (92 In, 215 Out)
 - 3,378 ADT

Technical Memorandum

- Phase 3 – Eight Buildings
 - 334 AM Peak Hour trips (184 In, 150 Out)
 - 239 PM Peak Hour trips (82 In, 191 Out)
 - 3,002 ADT

The resulting total trip generation for all three phases of the data center campus is 1,001 AM Peak Hour trips (551 In, 450 Out), 819 PM Peak Hour trips (246 In, 573 Out), and 9,007 average daily trips. These trip generation calculations are summarized in **Table 1A**.

It should be noted that the trip generation data for data centers (Land use code [LUC] 160) contained within the 11th Edition of the *Trip Generation Manual* contains few data points in the AM and PM peak hour of adjacent street windows. Additionally, the information is from the 2010s and for a rapidly developing technology, the trip generation data should not be assumed representative of modern data center uses. As such, the client has provided employment information and shift scheduling for the purposes of calculating trip generation.

Client Site-Specific Methodology

Each data center building is anticipated to require a staff of 30 people split amongst shifts to provided 24/7 coverage. The first shift, the morning shift, is anticipated to contain 50% of the staff and will run between 6:00 AM and 2:00PM. The afternoon shift is anticipated to contain 25% of the total employees and will run between 12:00 PM and 8:00PM. Finally, the remaining 25% of employees will work the night shift from 8:00PM - 8:00 AM. Given these shift times, the majority of traffic generated by the campus will occur outside the AM and PM adjacent street windows. Assuming all staff trips will be made in single occupancy vehicles, the resulting trip generation for each phase is anticipated to be as follows:

- Phase 1 – Seven Buildings
 - 56 AM Peak Hour trips (0 In, 56 Out)
 - 0 PM Peak Hour trips (0 In, 0 Out)
 - 420 ADT
- Phase 2 – Nine Buildings
 - 72 AM Peak Hour trips (0 In, 72 Out)
 - 0 PM Peak Hour trips (0 In, 0 Out)
 - 540 ADT
- Phase 3 – Eight Buildings
 - 64 AM Peak Hour trips (0 In, 64 Out)
 - 0PM Peak Hour trips (0 In, 0 Out)
 - 480 ADT

Combing all three phases, the proposed 24 building data center campus is anticipated to generate 192 AM Peak Hour Trips (0 In, 192 Out), 0 PM Peak Hour trips, and 1,440 Average Daily trips based on the client's site-specific methodology. The trip generation calculations using the campus employment information are summarized in **Table 1B**.

Technical Memorandum

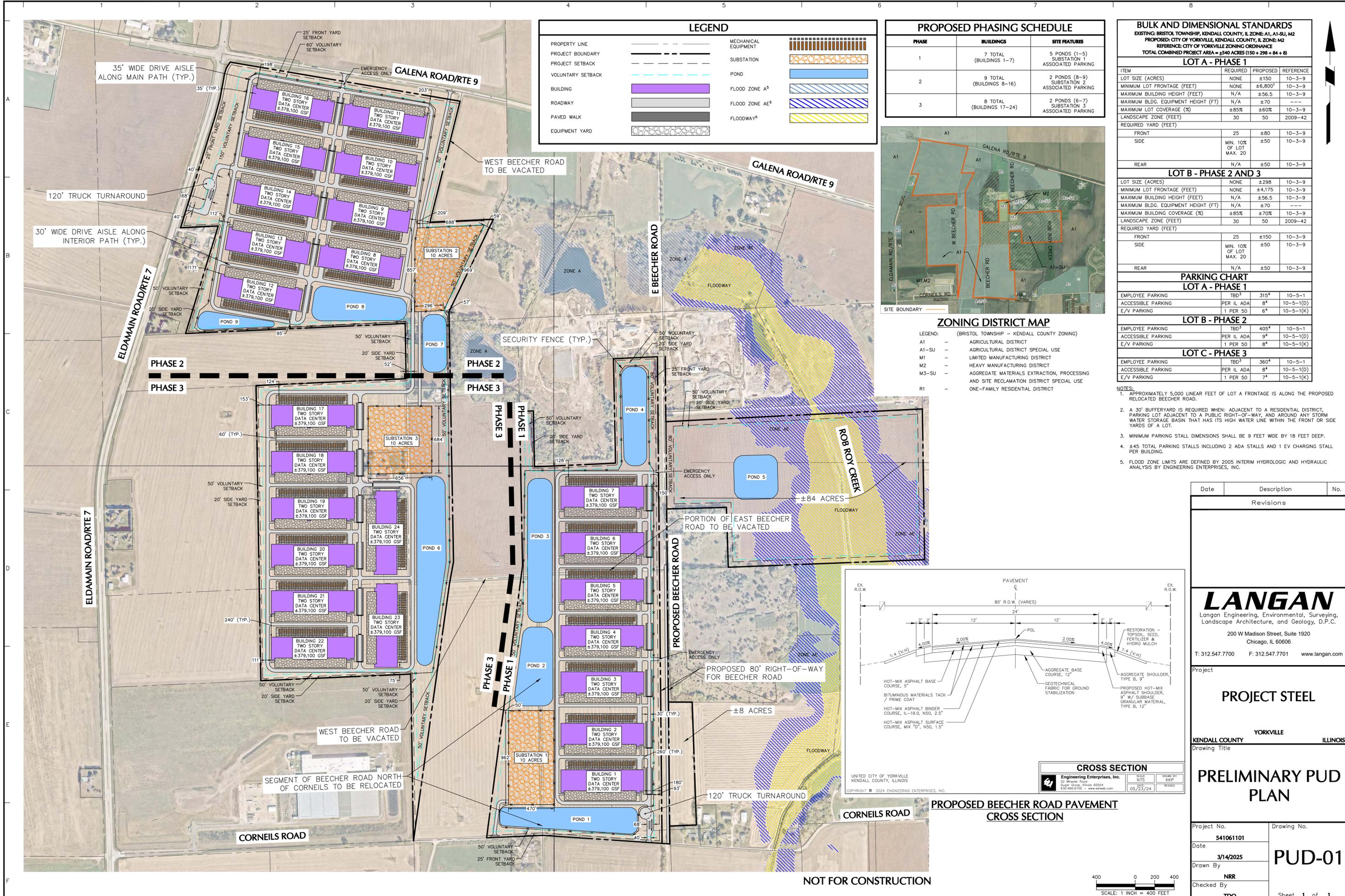
Trip Generation Memorandum
Project Steel
Langan Project No.: 541061101
March 14, 2025 - Page 3 of 3

III. Conclusions

Given the potential shortcomings in the ITE trip generation data, it is recommended that the trip generation projections based on the client's site-specific methodology be used for traffic study evaluations and / or analyses. Using these projections, the proposed Project Steel development is anticipated to generate over 100 trips during the AM peak hour of adjacent street following the completion of the majority of phase two. The city of Yorkville does not appear to post trip generation thresholds for traffic impact studies. Given that the users for this development have not yet been identified, we propose that if a TIS is deemed required, it shall be completed in the Final PUD Process. That will ensure accurate employee data and traffic counts for the proposed users are utilized. This will ensure appropriate traffic mitigations and improvements are implemented for each phase of the project.

FIGURES

- Figure 1** – Preliminary PUD Site Plan
- Figure 2** – Study Intersections



LEGEND

| | | | |
|-------------------|-----------|----------------------------|-----------|
| PROPERTY LINE | --- | MECHANICAL EQUIPMENT | [Pattern] |
| PROJECT BOUNDARY | --- | SUBSTATION | [Pattern] |
| PROJECT SETBACK | --- | POND | [Pattern] |
| VOLUNTARY SETBACK | --- | FLOOD ZONE A ⁵ | [Pattern] |
| BUILDING | [Pattern] | FLOOD ZONE AE ⁵ | [Pattern] |
| ROADWAY | [Pattern] | FLOODWAY ⁵ | [Pattern] |
| PAVED WALK | [Pattern] | | |
| EQUIPMENT YARD | [Pattern] | | |

PROPOSED PHASING SCHEDULE

| PHASE | BUILDINGS | SITE FEATURES |
|-------|---------------------------|---|
| 1 | 7 TOTAL (BUILDINGS 1-7) | 5 PONDS (1-5) SUBSTATION 1 ASSOCIATED PARKING |
| 2 | 9 TOTAL (BUILDINGS 8-16) | 2 PONDS (8-9) SUBSTATION 2 ASSOCIATED PARKING |
| 3 | 8 TOTAL (BUILDINGS 17-24) | 2 PONDS (6-7) SUBSTATION 3 ASSOCIATED PARKING |

BULK AND DIMENSIONAL STANDARDS

EXISTING: BRISTOL TOWNSHIP, KENDALL COUNTY, IL ZONE A1, A1-SU, M2
PROPOSED: CITY OF YORKVILLE, KENDALL COUNTY, IL ZONE M2
REFERENCE: CITY OF YORKVILLE ZONING ORDINANCE
TOTAL COMBINED PROJECT AREA = ±540 ACRES (150 + 298 + 84 + 8)

LOT A - PHASE 1

| ITEM | REQUIRED | PROPOSED | REFERENCE |
|-------------------------------------|-------------------------|---------------------|-----------|
| LOT SIZE (ACRES) | NONE | ±150 | 10-3-9 |
| MINIMUM LOT FRONTAGE (FEET) | NONE | ±6,800 ¹ | 10-3-9 |
| MAXIMUM BUILDING HEIGHT (FEET) | N/A | ±56.5 | 10-3-9 |
| MAXIMUM BLDG. EQUIPMENT HEIGHT (FT) | N/A | ±70 | --- |
| MAXIMUM LOT COVERAGE (%) | ±85% | ±60% | 10-3-9 |
| LANDSCAPE ZONE (FEET) | 30 | 50 | 2009-42 |
| REQUIRED YARD (FEET) | | | |
| FRONT | 25 | ±80 | 10-3-9 |
| SIDE | MIN. 10% OF LOT MAX. 20 | ±50 | 10-3-9 |
| REAR | N/A | ±50 | 10-3-9 |

LOT B - PHASE 2 AND 3

| ITEM | REQUIRED | PROPOSED | REFERENCE |
|-------------------------------------|-------------------------|----------|-----------|
| LOT SIZE (ACRES) | NONE | ±298 | 10-3-9 |
| MINIMUM LOT FRONTAGE (FEET) | NONE | ±4,175 | 10-3-9 |
| MAXIMUM BUILDING HEIGHT (FEET) | N/A | ±56.5 | 10-3-9 |
| MAXIMUM BLDG. EQUIPMENT HEIGHT (FT) | N/A | ±70 | --- |
| MAXIMUM LOT COVERAGE (%) | ±85% | ±70% | 10-3-9 |
| LANDSCAPE ZONE (FEET) | 30 | 50 | 2009-42 |
| REQUIRED YARD (FEET) | | | |
| FRONT | 25 | ±150 | 10-3-9 |
| SIDE | MIN. 10% OF LOT MAX. 20 | ±50 | 10-3-9 |
| REAR | N/A | ±50 | 10-3-9 |

PARKING CHART

LOT A - PHASE 1

| | | | |
|--------------------|------------------|------------------|-----------|
| EMPLOYEE PARKING | TBD ² | 315 ⁴ | 10-5-1 |
| ACCESSIBLE PARKING | PER IL ADA | 8 ⁴ | 10-5-1(D) |
| E/V PARKING | 1 PER 50 | 6 ⁴ | 10-5-1(K) |

LOT B - PHASE 2

| | | | |
|--------------------|------------------|------------------|-----------|
| EMPLOYEE PARKING | TBD ² | 405 ⁴ | 10-5-1 |
| ACCESSIBLE PARKING | PER IL ADA | 9 ⁴ | 10-5-1(D) |
| E/V PARKING | 1 PER 50 | 8 ⁴ | 10-5-1(K) |

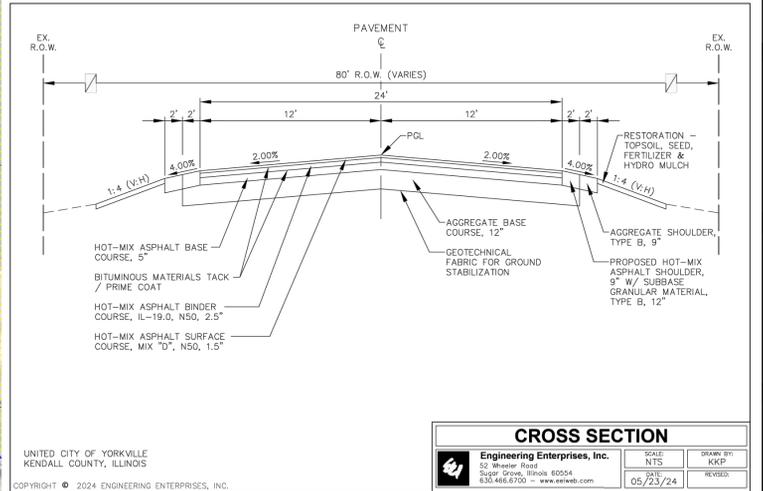
LOT C - PHASE 3

| | | | |
|--------------------|------------------|------------------|-----------|
| EMPLOYEE PARKING | TBD ² | 360 ⁴ | 10-5-1 |
| ACCESSIBLE PARKING | PER IL ADA | 8 ⁴ | 10-5-1(D) |
| E/V PARKING | 1 PER 50 | 7 ⁴ | 10-5-1(K) |

- NOTES:**
- APPROXIMATELY 5,000 LINEAR FEET OF LOT A FRONTAGE IS ALONG THE PROPOSED RELOCATED BEECHER ROAD.
 - A 30' BUFFERYARD IS REQUIRED WHEN: ADJACENT TO A RESIDENTIAL DISTRICT, PARKING LOT ADJACENT TO A PUBLIC RIGHT-OF-WAY, AND AROUND ANY STORM WATER STORAGE BASIN THAT HAS ITS HIGH WATER LINE WITHIN THE FRONT OR SIDE YARDS OF A LOT.
 - MINIMUM PARKING STALL DIMENSIONS SHALL BE 9 FEET WIDE BY 18 FEET DEEP.
 - ±45 TOTAL PARKING STALLS INCLUDING 2 ADA STALLS AND 1 EV CHARGING STALL PER BUILDING.
 - FLOOD ZONE LIMITS ARE DEFINED BY 2005 INTERIM HYDROLOGIC AND HYDRAULIC ANALYSIS BY ENGINEERING ENTERPRISES, INC.



- ### ZONING DISTRICT MAP
- LEGEND: (BRISTOL TOWNSHIP - KENDALL COUNTY ZONING)
- A1 - AGRICULTURAL DISTRICT
 - A1-SU - AGRICULTURAL DISTRICT SPECIAL USE
 - M1 - LIMITED MANUFACTURING DISTRICT
 - M2 - HEAVY MANUFACTURING DISTRICT
 - M3-SU - AGGREGATE MATERIALS EXTRACTION, PROCESSING AND SITE RECLAMATION DISTRICT SPECIAL USE
 - R1 - ONE-FAMILY RESIDENTIAL DISTRICT



PROPOSED BEECHER ROAD PAVEMENT CROSS SECTION

| Date | Description | No. |
|-----------|-------------|-----|
| Revisions | | |

LANGAN

Langan Engineering, Environmental, Surveying,
Landscape Architecture, and Geology, D.P.C.

200 W Madison Street, Suite 1920
Chicago, IL 60606

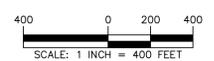
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PROJECT STEEL

YORKVILLE
KENDALL COUNTY ILLINOIS

PRELIMINARY PUD PLAN

| | | | |
|-------------|-----------|-------------|--------|
| Project No. | 541061101 | Drawing No. | PUD-01 |
| Date | 3/14/2025 | | |
| Drawn By | NRR | | |
| Checked By | TDO | | |
| | | Sheet | 1 of 1 |



NOT FOR CONSTRUCTION

TABLES

- Table 1A** – ITE Trip Generation
- Table 1B** – Client Site-Specific Trip Generation

Table 1A
 Site Trip Generation (ITE Methodology)
 Project Steel

| Land Use | ITE Code | Size | Units | AM Peak Hour | | | PM Peak Hour | | | Weekday |
|---|------------|------------------|-----------|--------------|------------|--------------|--------------|------------|------------|--------------|
| | | | | IN | OUT | TOTAL | IN | OUT | TOTAL | ADT |
| <u>PROPOSED</u> | | | | | | | | | | |
| Phase 1 - Seven Buildings | 160 | 2,653,700 | SF | 161 | 131 | 292 | 71 | 166 | 237 | 2,627 |
| Phase 2 - Nine Buildings | 160 | 3,411,900 | SF | 206 | 169 | 375 | 92 | 215 | 307 | 3,378 |
| Phase 3 - Eight Buildings | <u>160</u> | <u>3,032,800</u> | <u>SF</u> | 184 | 150 | 334 | 82 | 191 | 273 | 3,002 |
| Total Proposed External Vehicular Site Trips | | | | 551 | 450 | 1,001 | 245 | 572 | 817 | 9,007 |

Notes:

Trip generation calculations based on ITE Trip Generation Manual, 11th Edition average rates.

Weekday ADT is a bi-directional traffic volume (In + Out).

Mode split reduction was not applied to the calculations due to a lack of multi-modal infrastructure in the study area.

AM Peak Hour of Adjacent Street 7:00 AM - 9:00 AM

PM Peak Hour of Adjacent Street 4:00 PM - 6:00 PM

Table 1B
 Site Trip Generation (Client Site-Specific)
 Project Steel

| Land Use | ITE Code | Size | Units | AM Peak Hour | | | PM Peak Hour | | | Weekday |
|---|----------|------|-----------|--------------|------------|------------|--------------|----------|----------|--------------|
| | | | | IN | OUT | TOTAL | IN | OUT | TOTAL | ADT |
| <u>PROPOSED</u> | | | | | | | | | | |
| Phase 1 - 2,653,700 GSF | --- | 7 | Buildings | 0 | 56 | 56 | 0 | 0 | 0 | 420 |
| Phase 2 - 3,411,900 GSF | --- | 9 | Buildings | 0 | 72 | 72 | 0 | 0 | 0 | 540 |
| Phase 3 - 3,032,800 GSF | --- | 8 | Buildings | 0 | 64 | 64 | 0 | 0 | 0 | 480 |
| Total Proposed External Vehicular Site Trips | | | | 0 | 192 | 192 | 0 | 0 | 0 | 1,440 |

Notes:

- Trip generation calculations based on information provided by the client.
- Each data center is assumed to need a staff of 30 employees
- Day shift 50% of total employees: 6:00 AM - 2:00 PM
- Afternoon shift 25% of the total employees: 12:00 PM - 8:00 PM
- Night shift 25% of the total employees: 8:00 PM - 8:00 AM
- Weekday ADT is a bi-directional traffic volume (In + Out).
- Mode split reduction was not applied to the calculations due to a lack of multi-modal infrastructure in the study area.
- AM Peak Hour of Adjacent Street 7:00 AM - 9:00 AM
- PM Peak Hour of Adjacent Street 4:00 PM - 6:00 PM

IMPASSE II[®]

High Security Steel Palisade Fence



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Conforms to IEEE grounding standards.

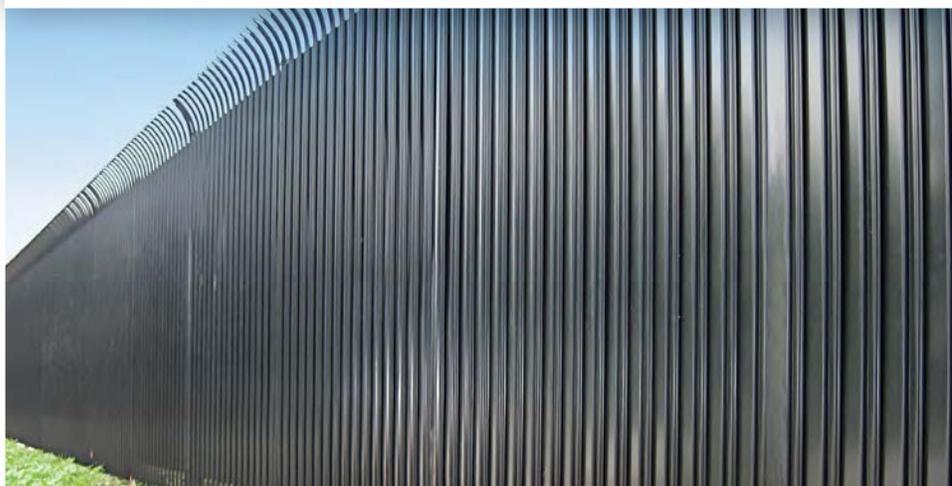


UNPARALLELED PROTECTION

Maintaining a secure perimeter is your first line of defense against potential threats. Impasse II fence systems serve as a visual deterrent backed with heavy steel components that give a higher level of protection compared to the traditional chain link or architectural mesh fence alternatives.

Primary applications

- Military Sites
- Government Facilities
- Petroleum & Chemical Facilities
- Power Plants & Substations
- Airports
- Data Centers
- Ports of Entry
- Water Treatment & Storage

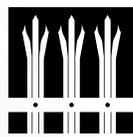


SCALABLE DESIGN



TRIDENT™

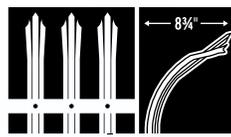
STYLES



TRIDENT™



STRONGHOLD™



GAUNTLET™

PALES

2.75" W X 14 GA.

RAILS

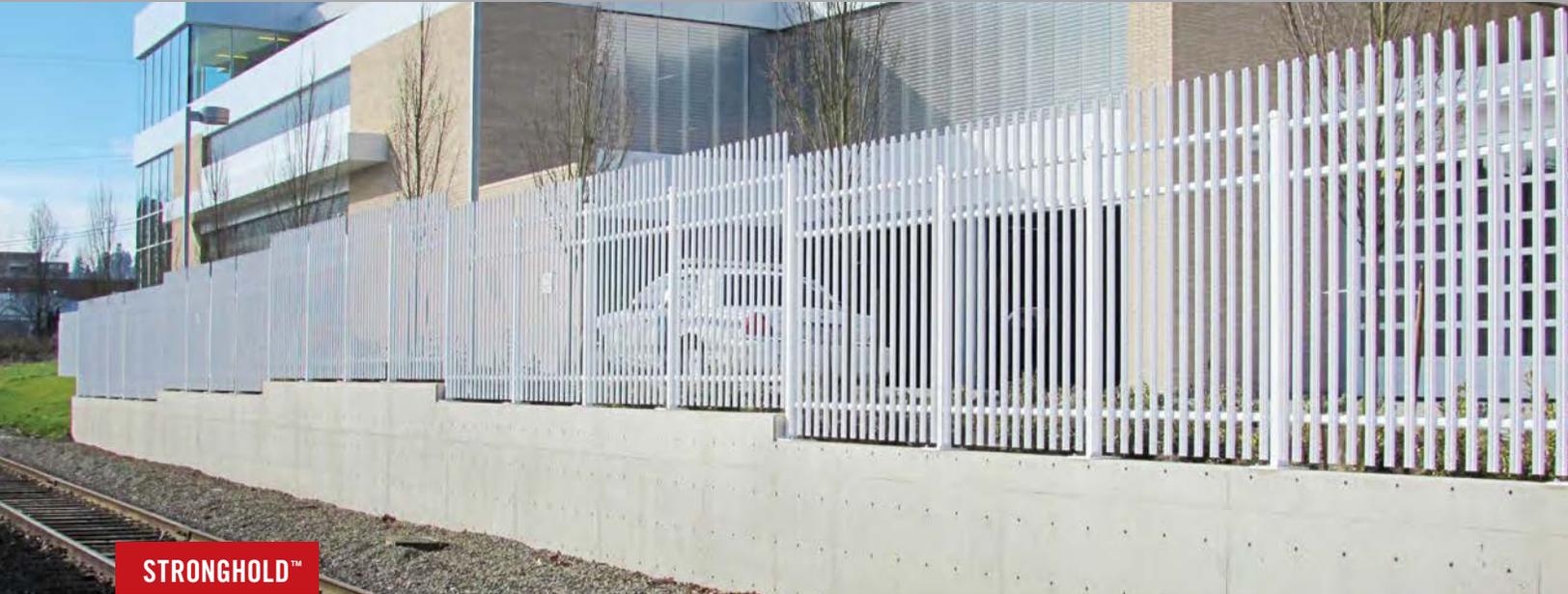
2" X 2" X 11 GA.

I-BEAM POSTS

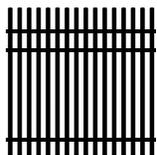
3" X 2.75" X 12 GA.
4" X 2.75" X 11 GA.

HEIGHTS

6', 7', 8', 9', 10'

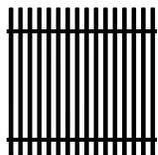


PANELS



3-RAIL PANELS

Available in
6', 7', 8', 9'
& 10' heights



2-RAIL PANELS

Available in
6', 7' & 8' heights

6' not available in Gauntlet

COLORS



BLACK



BRONZE

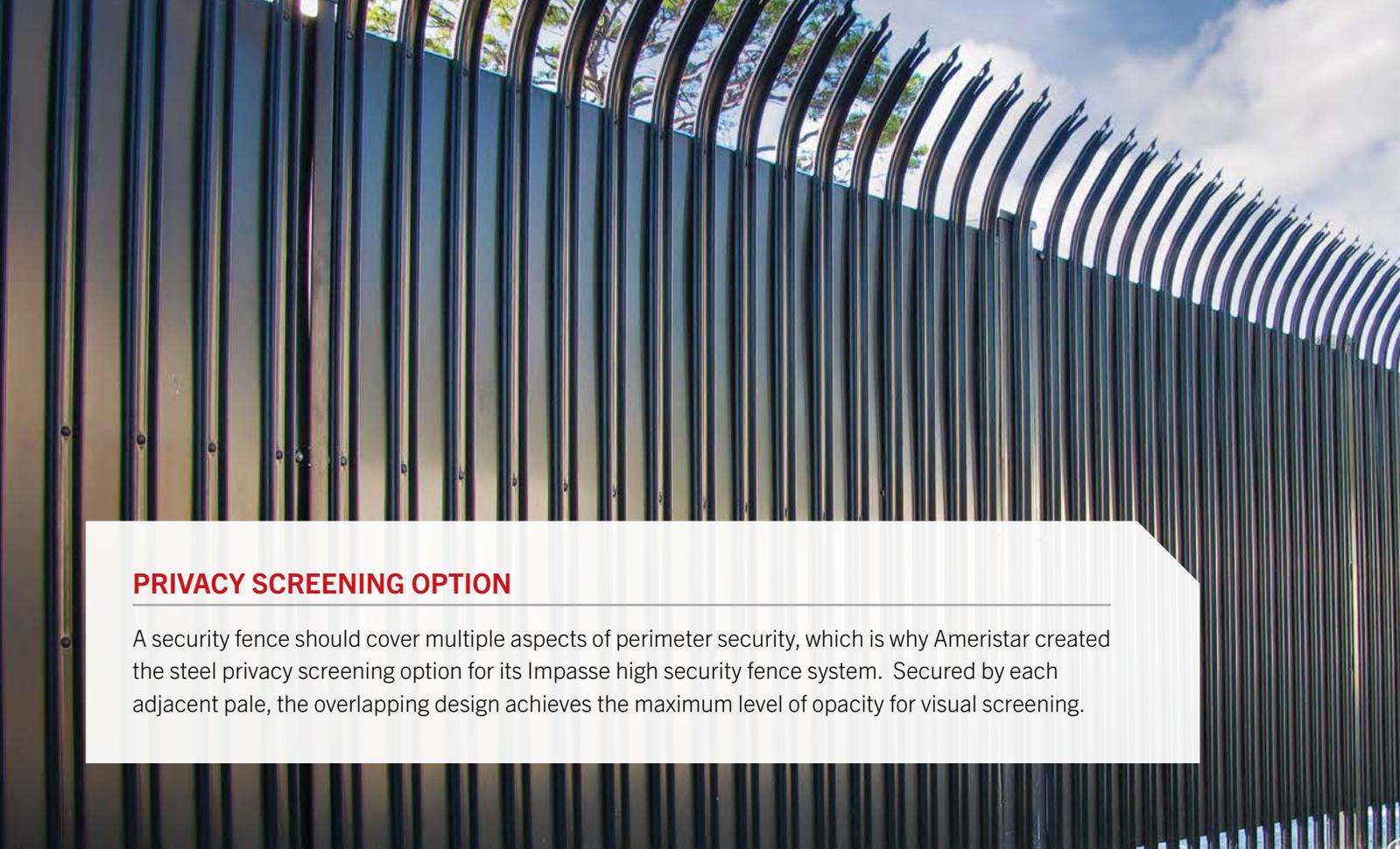


SAND



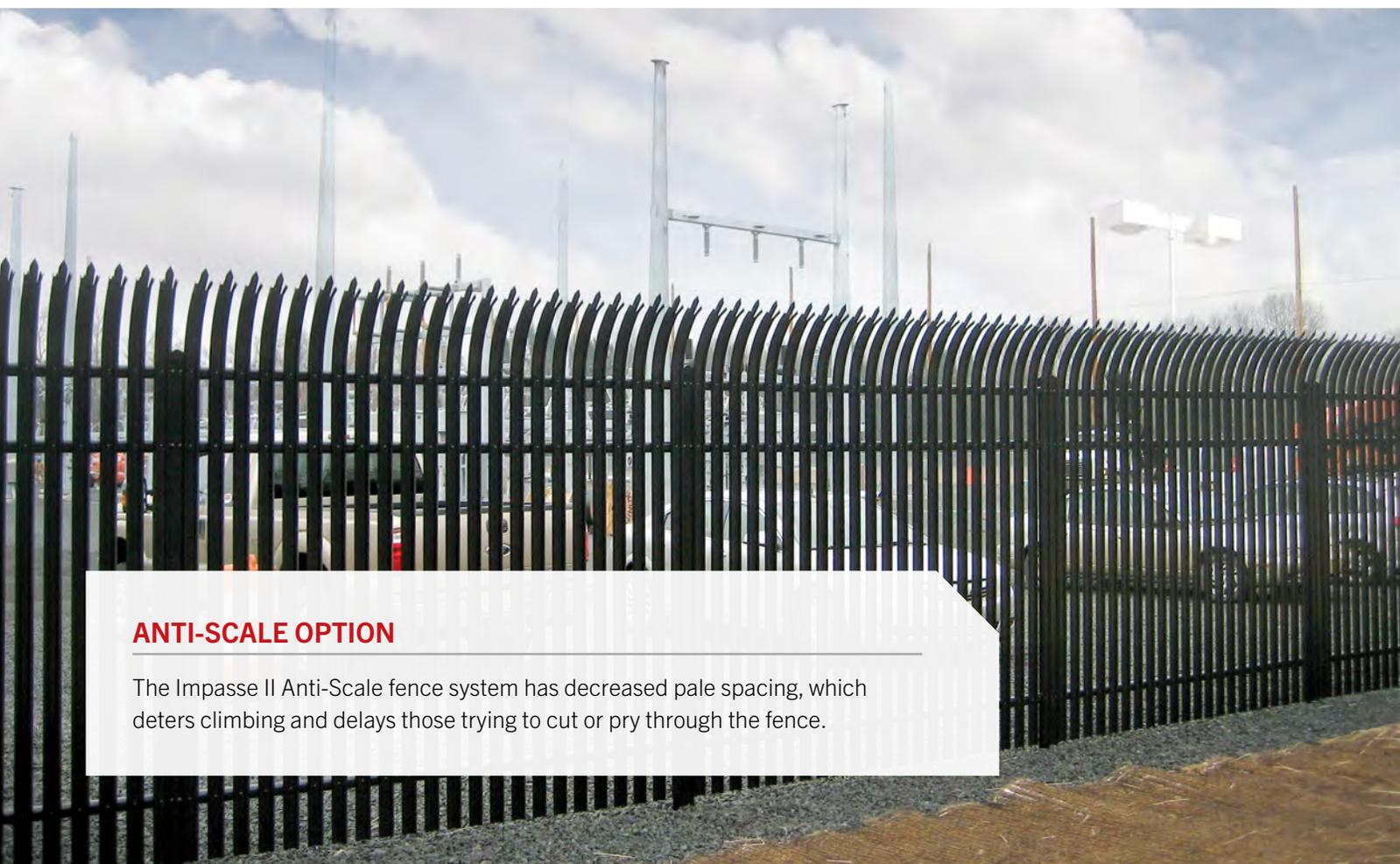
WHITE

*Refer to color sample for actual color
Custom colors also available.*



PRIVACY SCREENING OPTION

A security fence should cover multiple aspects of perimeter security, which is why Ameristar created the steel privacy screening option for its Impasse high security fence system. Secured by each adjacent pale, the overlapping design achieves the maximum level of opacity for visual screening.



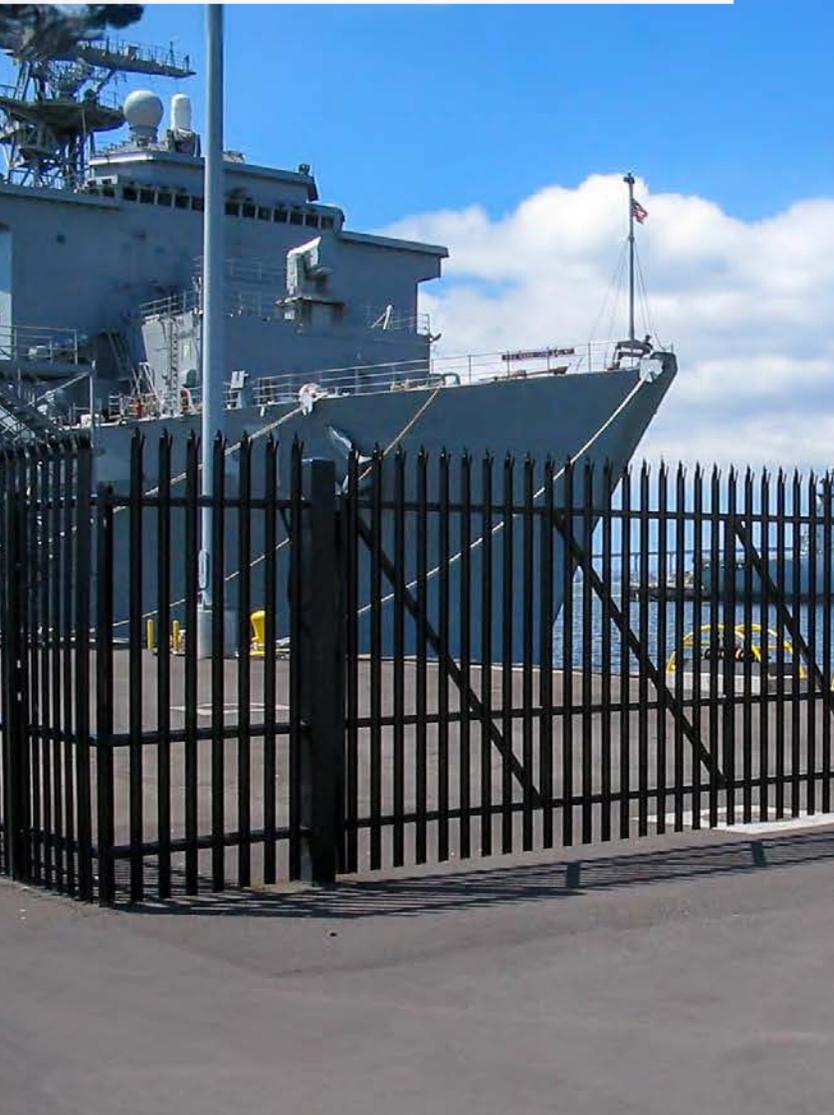
ANTI-SCALE OPTION

The Impasse II Anti-Scale fence system has decreased pale spacing, which deters climbing and delays those trying to cut or pry through the fence.

SLIDE AND SWING GATES

Egress & ingress requirements are unique to each application. Managing traffic flow & usage demands are of the utmost importance, which is why Impasse II is manufactured in a variety of gate types built to balance function, security & beauty.

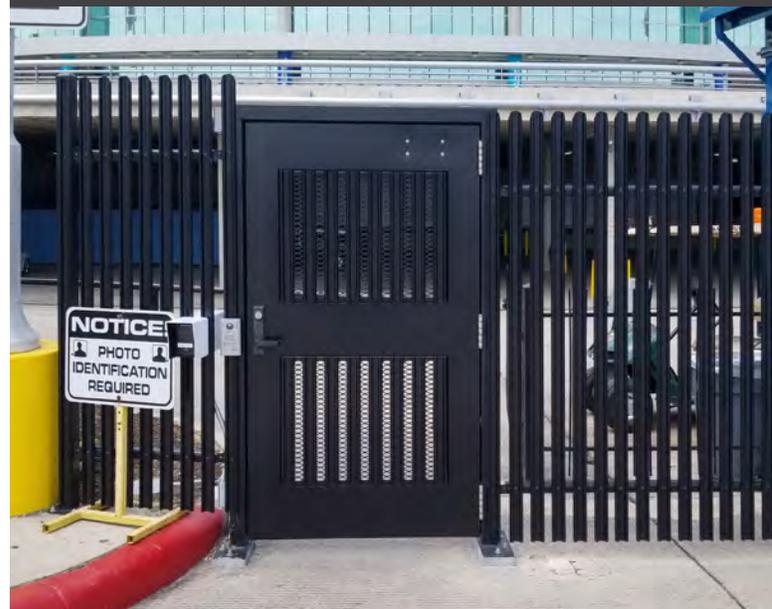
Ameristar Traverse™ & Passport™ sliding gates perfectly match the perimeter fence system to create a seamless & stunning design while exuding a commanding presence of security built to unite perimeter and entry.



PASSPORT™



TRAVERSE™



EXODUS

CORROSION TESTING

Corrosion occurs more easily without the proper preparation and protection, which is why Ameristar has put our fence products to the test based on **ASTM B117** standards. The results speak for themselves.

CORROSION-PROCESS



PAINTED STEEL



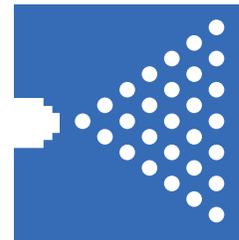
PRIMED & PAINTED STEEL

PERMACOAT™

THE INDUSTRY STANDARD SINCE 1992

In our unique PermaCoat process, our pre-galvanized steel base undergoes an 11-stage cleansing and preparation process. PermaCoat's corrosion resistance exceeds that of painted surfaces with a "no-mar" polyester powder top coat. This dual coating not only withstands weathering but also reduces scratch and burnishing marks often seen during shipping.

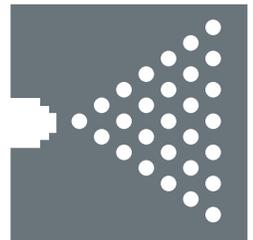
PRE-TREATMENT



ALKALINE WASH

Cleans metal for proper adhesion of zinc phosphate

1



FIXIDINE RINSE

Rinses excess alkaline prior to zinc phosphate application

2



Impasse II is backed by over 30 years of excellence in the fencing industry.





SINGLE COAT PROCESS

Iron Phosphate + Polyester Powder Coat



SINGLE COAT PROCESS

Phosphate + Polyester Powder Coat

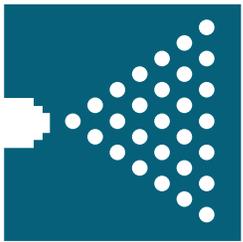


PERMACOAT PROCESS

Phosphate + Epoxy Powder Coat + Polyester Powder Coat



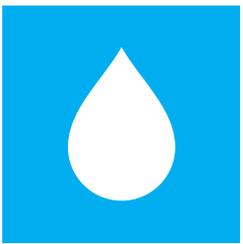
After these **7 stages**, the steel surface will be completely prepped for the **next 4 coating stages** by **removing everything** that **inhibits** proper adhesion.



PHOSPHATE

Corrosion resistant layer that assists in bonding powder coating

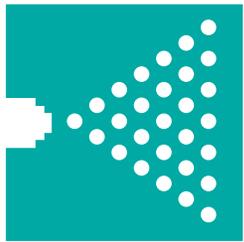
3



CLEAR WATER RINSE

A bit of clean H₂O to prep for the next phase

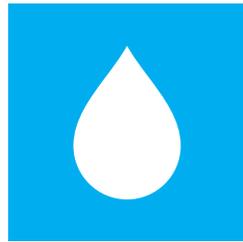
4



NON-CHROMATE SEAL

Barrier to prevent moisture from reaching base metal

5



CLEAR WATER RINSE

Final wash in H₂O to remove any excess debris or particles

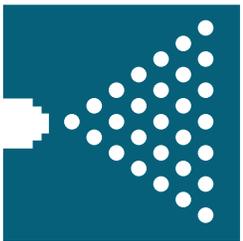
6



DRYING OVEN

Eliminates all moisture prior to double coating

7



EPOXY POWDER COAT

Epoxy powder is electrostatically applied

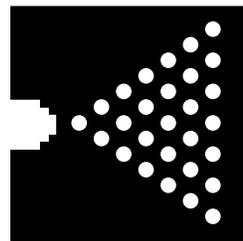
8



EPOXY GEL OVEN

Powder is gelled & cured to finish coat

9



POLYESTER POWDER

TGIC powder is electro-statically applied

10



FINISH CURING OVEN

Seals finish for years of maintenance-free use

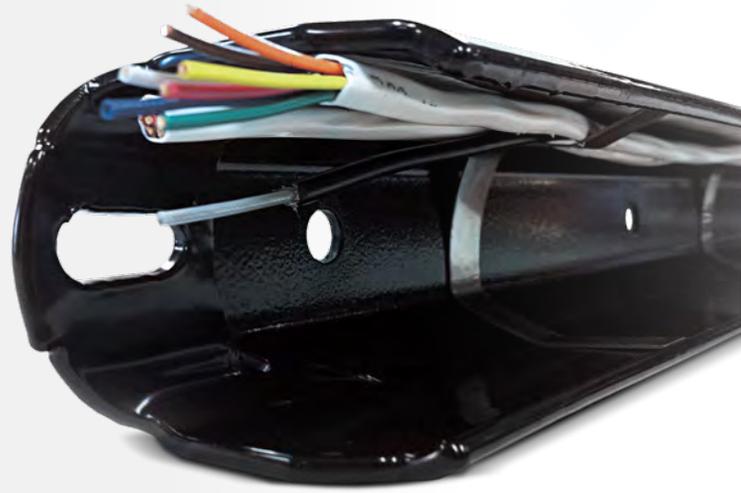
11

DOUBLE COATING



SYSTEMS INTEGRATION

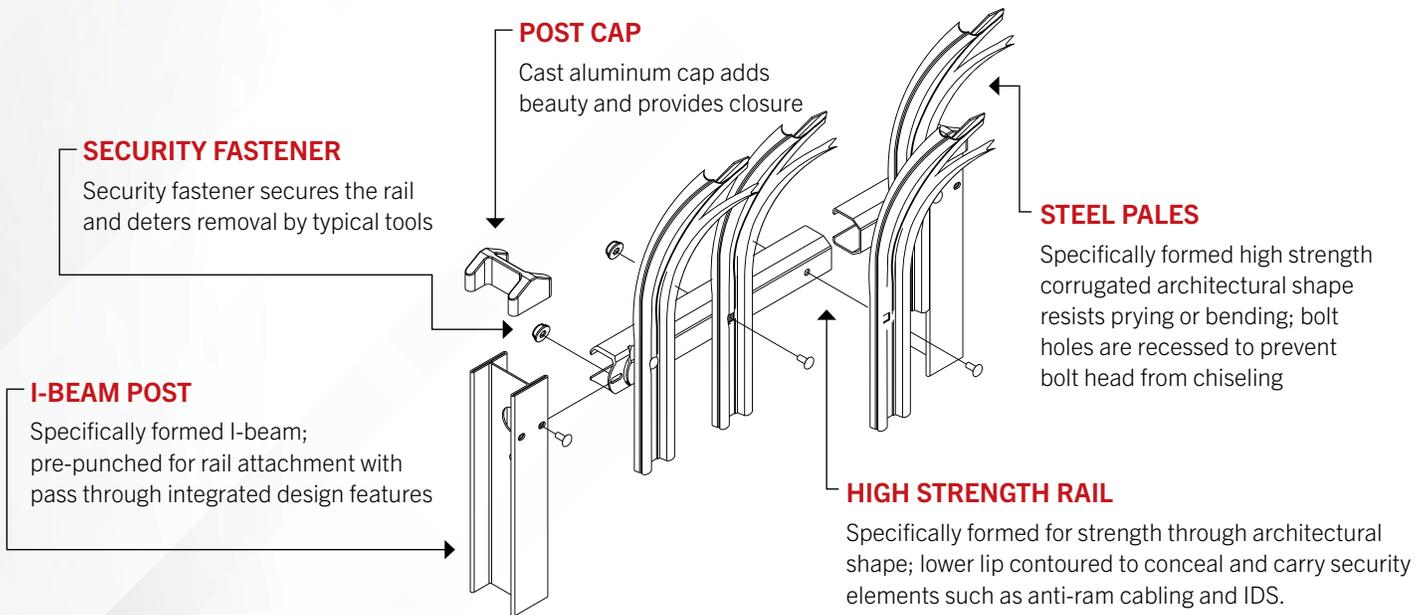
The Impasse II framework is a raceway for wiring, conduits, and/or security cabling required around the perimeter of a project. This integrated design eliminates the need for costly trenching and boring, becoming a value-added solution for perimeter security upgrades.



(Inside of rail shown above / view from protected side)

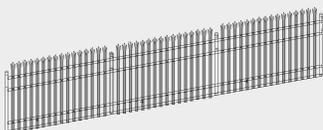
When installing these security elements, use Impasse II as a platform:

- Communication & Video Cables
- Access Control Wiring
- Intrusion Detection / Fiber Optic Cables
- Conduits
- Anti-Ram Cabling (Stalwart)

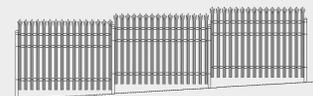


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Certificate of Publication:

Order Number: 7825996
Purchase Order: Project Steel - Annexation

State of Illinois - Kane

Chicago Tribune Media Group does hereby certify that it is the publisher of the The Beacon-News. The The Beacon-News is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Aurora, Township of Aurora, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 6/06/2025, and the last publication of the notice was made in the newspaper dated and published on 6/06/2025.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

PUBLICATION DATES: **Jun 06, 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

7th Day of June, 2025, by

Chicago Tribune Media Group



Jeremy Gates

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PUBLIC NOTICE NOTICE OF PUBLIC HEARING ON AN ANNEXATION AGREEMENT BEFORE UNITED CITY OF YORKVILLE CITY COUNCIL

NOTICE IS HEREBY GIVEN THAT Prologis, L.P., as the petitioner and contract purchaser, along with property owners Rosenwinkel Family Trust, George Ostreko Jr. Et Al, Mary Auer, and Jerry G. Marilee Foltz, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting annexation pursuant to an annexation agreement of a tract of property into the City's municipal boundary. The subject property consists of sixteen (16) parcels totaling approximately 540 acres and is generally located east of Eldamain Road between Corneils Road on the south and Galena Road on the north. The land is currently undeveloped and used for farming. The purpose of this annexation is to allow for a future data center development. The legal description of the subject parcels are as follows:

Proposed Consolidated Parcel A

Being a part of Section 7 and the South ½ of Section 6, Township 37 North, Range 7 East, being located in Will County and State of Illinois bounded and described as follows:

Beginning at a Drill Hole Found being the Southeast Corner of the Southwest Quarter of said Section 6, also being the Northwest Corner of the Northeast Quarter of said Section 7, Township 37 North, Range 7 East, said point being the Place of Beginning for the parcel herein described;

Course No.1 Thence North 87°19'02" East along the North line of said Northeast Quarter of Section 7, a distance of 208.10 feet to a point at the Northeast corner of Kendall County parcel 02-07-200-009 now or formerly owned by Jerry G. & Marilee Foltz;

Course No.2 Thence South 00°53'18" East along the East line of said Kendall County parcel 02-07-200-009, a distance of 214.52 feet to a point at the Southeast corner of said parcel;

Course No.3 Thence South 89°06'42" West along the South line of said Kendall County parcel 02-07-200-009, a distance of 208.00 feet to a point in the West line of said Northeast Quarter of Section 7, said point also being the Southwest corner of said parcel;

Course No.4 Thence South 00°53'18" East along said West line of the Northeast Quarter of Section 7, a distance of 373.43 feet to a point at the Northwest corner of Kendall County parcel 02-07-100-002 now or formerly owned by Yorkville Nexus III LLC, as recorded in Document No. 202400010316 of the Kendall County records;

Course No.5 Thence South 87°20'23" West along said Yorkville Nexus III LLC land passing through a found 1" pipe at a distance of 21.80 feet, a total distance of 1540.44 feet to a set 5/8" rebar with cap "LANGAN ENG." at a Northeast Corner of Kendall County parcel 02-07-100-014 now or formerly owned by Yorkville Nexus III LLC, as recorded in Document No. 202400010316 of the Kendall County records;

Course No.6 Thence South 00°53'18" East along said Yorkville Nexus III Land and Kendall county parcel 02-07-300-005 now or formerly owned by Yorkville Nexus III LLC as recorded in Document No. 202400010316 of the Kendall County records being a line parallel to the East line of the Northwest Quarter of said section 7, a distance of 2073.03 feet to a 5/8" rebar with cap "LANGAN ENG." set in the North line of the Southwest Quarter of said Section 7;

Course No.7 Thence South 00°53'09" East along said Yorkville Nexus III Land being a line parallel to the East line of the Southwest Quarter of said section 7, a distance of 934.59 feet to a set 5/8" rebar with cap "LANGAN ENG." along the North line of Kendall County parcel 02-07-300-004 now or formerly owned by Illinois Greenhouse LLC, as recorded in Document No. 202200008845 of the Kendall County records;

Course No.8 Thence North 87°20'23" East along said Greenhouse LLC land, a distance of 1540.44 feet to a set 5/8" rebar with cap "LANGAN ENG." along the East line of the Southwest Quarter of said Section 7;

Course No.9 Thence South 00°53'09" East along said East line of the Southwest Quarter of said Section 7, a distance of 1712.61 feet to a ¾" inch iron pipe found at the Southeast corner of the Southwest Quarter of said Section 7;

Course No.10 Thence North 07°57'11" East along Kendall County parcel 02-07-400-001 now or formerly owned by Commonwealth Edison, a distance of 2692.07 feet to a 5/8" rebar with cap "LANGAN ENG." set along the North line of the Southeast Quarter of said Section 7;

Course No.11 Thence continuing North 07°57'11" East along Kendall County parcel 02-07-200-003 now or formerly owned by Commonwealth Edison, a distance of 197.38 feet to a 5/8" rebar with cap "LANGAN ENG." set at an angle point thereof;

Course No.12 Thence North 00°52'32" West along said Commonwealth Edison parcel 02-07-200-003, a distance of 2460.47 feet to a set 5/8" rebar with cap "LANGAN ENG." at a point along the North line of the Northeast Quarter of said Section 7;

Course No.13 Thence North 00°52'32" West along Kendall County parcel 02-06-400-002 now or formerly owned by Commonwealth Edison, a distance of 100.37 feet to a set 5/8" rebar with cap "LANGAN ENG.";

Course No.13 Thence North 25°58'37" East along said Commonwealth Edison parcel

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02-06-400-002, a distance of 1049.27 feet to a set 5/8" rebar with cap "LANGAN ENG." at the southeast corner of Kendall County parcel 02-06-400-001 now or formerly owned by Dale L Konicek LLC as recorded in Document No. 201702819 of the Kendall County Records;

Course No.14 Thence South 87°59'38" West along said Konicek LLC land passing through a found 1" iron pipe at a distance of 1.92 feet and a found 1" iron pipe at a distance of 644.41 feet, a total distance of 645.62 feet to a set Railroad Spike in the centerline of Beecher Road;

Course No.15 Thence North 13°51'44" East along said Beecher Road, a distance of 1351.75 feet to a MAG nail set at the centerline of Galena Road, width varies;

Course No.16 Thence North 80°37'24" West along said centerline of Galena Road, a distance of 1700.21 feet to a MAG nail set at the Northeast corner of a parcel of land conveyed to the County of Kendall for highway or other public purpose as recorded in Document No. 200300007826 of the Kendall County records;

Thence the following seven (7) course and distances along said Kendall County parcel;

Course No.17 Thence South 08°36'02" West a distance of 63.15' to a point;

Course No.18 Thence North 80°37'24" West a distance of 691.60' to a point;

Course No.19 Thence South 57°39'02" West a distance of 45.32' to a point;

Course No.20 Thence South 16°42'03" West a distance of 172.08' to a point of curvature;

Course No.21 Thence with a curve deflecting to the right an arc length of 388.30 feet, having a radius of 2914.79 feet, a delta of 07°37'58", a chord bearing of South12°48'52" West, and a chord length of 388.01 feet;

Course No.22 Thence South 16°32'25" West a distance of 267.93' to a point;

Course No.23 Thence North73°22'09" West a distance of 53.45' to a MAG nail set in the centerline of Eldamain Road, width varies;

Course No.24 Thence South 16°32'25" West along said centerline of Eldamain Road, a distance of 819.06 feet to a set MAG nail;

Course No.25 Thence South 17°00'48" West along said Eldamain Road, a distance of 122.84 feet to a MAG nail set at the Northwest corner of Kendall County parcel 02-06-300-009 now or formerly owned by Latham Schleining and Tammi M Schleining as recorded in Document No. 201408168 of the Kendall County records;

Course No.26 Thence North 87°15'26" East along said Schleining Land, a distance of 443.00 feet to a found ½" rebar;

Course No.27 Thence South 17°00'48" East along said Schleining Land, a distance of 1149.27 feet to a set 5/8" rebar with cap "LANGAN ENG." along the South line of said Section 6;

Course No.28 Thence North 87°15'26" East along the South line of said Section 6, a distance of 2255.11 feet to the Place of Beginning, said parcel containing 13,051,959 square feet or 299.6317 acres of land according to a survey by LANGAN Engineering and Environmental Services dated March, 2025 and being the same more or less and being subject to all legal highways and easements. The basis of bearings of this survey is based on the Illinois State Plane Coordinate System, East Zone, NAD 83, per GPS observations in March, 2025.

Proposed Consolidated Parcel B

That Part of the West ½ of Section 8 and the East ½ of Section 7 all in Township 37 North, Range 7 East of the Third Principal Meridian, being located in Kendall County and State of Illinois bounded and described as follows:

Beginning at a 1" Iron Pipe found being the Center of said Section 8, Township 37 North, Range 7 East, said point being the Place of Beginning for the parcel herein described;

Course No.1 Thence South 87°34'35" West along the South line of the Northwest Quarter of said Section 7, a distance of 2029.07 feet to a set 5/8" rebar with cap "LANGAN ENG." at the Southeast corner of Kendall County parcel 02-08-100-005 now or formerly owned by George & Anne Marie Ostreko, as recorded in Document No. 84000193 of the Kendall County records;

Course No.2 Thence North 01°18'34" West along said Ostreko land, a distance of 617.97 feet to a set 5/8" rebar with cap "LANGAN ENG." at the Northeast Corner of said Kendall County parcel 02-08-100-005;

Course No.3 Thence South 87°45'53" West along said Ostreko land, a distance of 625.76 feet to a set 5/8" rebar with cap "LANGAN ENG." in the West line of said Northwest Quarter of Section 8, said point also being the Northwest Corner of said Kendall County parcel 02-08-100-005;

Course No.4 Thence South 00°51'47" East along said West line, a distance of 620.14 feet to a ¾" Iron Pipe found at the Southwest Corner of said Northwest Quarter of Section 8, said point also being the Southwest Corner of said Kendall County parcel 02-08-100-005;

Course No.5 Thence North 87°34'35" East along the South line of said Northwest Quarter of Section 8, a distance of 14.00 feet to the Northeast corner of Kendall County parcel 02-08-300-014 now or formerly owned by Larry A. Wallis & Charles Van Thompson, from which point a ¾" Iron Pipe lies 0.15' East and 0.15' North;

Course No.6 Thence South 01°33'15" East along a West line of said Wallis & Thompson Land,

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a distance of 1358.39 feet to a set 5/8" rebar with cap "LANGAN ENG." at an angle point thereon;

Course No.7 Thence North 87°46'06" East along a South line of said Wallis & Thompson Land, a distance of 216.72 feet to a set 5/8" rebar with cap "LANGAN ENG." at an angle point thereon;

Course No.8 Thence South 01°49'08" East along a West line of said Wallis & Thompson Land, a distance of 1057.46 feet to a set 5/8" rebar with cap "LANGAN ENG." at an angle point thereon;

Course No.9 Thence South 01°43'16" East along a West line of said Wallis & Thompson Land, a distance of 200.71 feet to a set 5/8" rebar with cap "LANGAN ENG." at an angle point thereon;

Course No.10 Thence South 87°32'04" West along a North line of said Wallis & Thompson land, a distance of 272.68 feet to a 1" Iron Pipe found along the West line of the Southwest Quarter of said Section 8;

Course No.11 Thence South 00°45'21" East along said West line of the Southwest Quarter of section 8, a distance of 37.42 feet to the Southwest Corner of said Section 8 being referenced by a found 3/4" iron pipe;

Course No.12 Thence continuing South 00°45'21" East along the West line of the Northwest Quarter of section 17, a distance of 143.44 feet to the centerline of Corneils Road;

Course No.13 Thence North 86°15'51" West along said centerline of Corneils Road, a distance of 1322.08 feet to a MAG nail set at the intersection of the centerline of Beecher Road;

Course No.14 Thence South 87°30'36" West along the centerline of said Beecher Road, a distance of 566.16 feet to a MAG nail set at the Southeast corner of Kendall County parcel 02-07-400-001 now or formerly owned by Commonwealth Edison;

Course No.15 Thence North 07°57'11" East along said Commonwealth Edison Parcel 02-07-400-001, a distance of 2694.50 feet to a MAG nail set in the South line of said Northeast Quarter of Section 7, said point also being the Southeast corner of Kendall County parcel 02-07-200-003 now or formerly owned by Commonwealth Edison;

Course No.16 Thence continuing North 07°57'11" East along said Commonwealth Edison Parcel 02-07-200-003, a distance of 115.68 feet to a 5/8" rebar with cap "LANGAN ENG." set at an angle point;

Course No.17 Thence North 00°52'32" West along said Commonwealth Edison Parcel 02-07-200-003, a distance of 1681.96 feet to a set 5/8" rebar with cap "LANGAN ENG." At the Southeast corner of Kendall County parcel 02-07-200-015 now or formerly owned by Two Star Enterprises LLC as recorded in Document No. 20140529 of the Kendall County records;

Course No.18 Thence North 89°07'28" East along a south line of Kendall County parcel 02-07-200-015 now or formerly owned by Two Star Enterprises, LLC as recorded in Document No. 20140529 of the Kendall County records, a distance of 137.17 feet to a set 5/8" rebar with cap "LANGAN ENG." at an angle point thereon;

Course No.19 Thence South 00°52'32" East along a West line of said Two Star Enterprises LLC land, a distance of 646.01 feet to a set 5/8" rebar with cap "LANGAN ENG." at an angle point thereon;

Course No.20 Thence North 87°19'40" East along a South line of said Two Star Enterprises LLC land, a distance of 807.16 feet to a set 5/8" rebar with cap "LANGAN ENG." at an angle point thereon;

Course No.21 Thence North 00°51'47" West along a South line of said Two Star Enterprises LLC land, a distance of 1051.29 feet to a set 5/8" rebar with cap "LANGAN ENG." at an angle point thereon;

Course No.22 Thence North 87°19'02" East along a South line of said Two Star Enterprises LLC land, a distance of 514.86 feet to a set Railroad Spike along the West line of said Section 8 also being the centerline of said Beecher Road;

Course No.23 Thence South 00°51'47" East along the East line of said Northeast Quarter of Section 7, a distance of 668.33 feet to a MAG nail set at the Southeast corner of Kendall County parcel 02-08-100-006 now or formerly owned by Milroy Farms LLC as recorded in Document No. 201218002 of the Kendall County records;

Course No.24 Thence North 87°34'15" East along a South line of said Kendall County parcel 02-08-100-006, a distance of 2655.99 feet to a set 5/8" rebar with cap "LANGAN ENG." along the East line of the Northeast Quarter of said Section 8;

Course No.25 Thence South 01°00'08" East along said East line of the Northeast Quarter of section 8, a distance of 1528.63 feet to the Place of Beginning, said parcel containing 10,886,275 square feet or 249.9145 acres of land according to a survey by LANGAN Engineering and Environmental Services dated March 2025 and being the same more or less and being subject to all legal highways and easements. The basis of bearings of this survey is based on the Illinois State Plane Coordinate System, East Zone, NAD 83, per GPS observations in March, 2025.

Pin: 02-06-300-011, 02-07-100-007, 02-07-300-002, 02-07-400-002, 02-07-400-003, 02-07-400-004, 02-08-200-004, 02-08-400-007, 02-18-200-002, 02-18-200-003, 02-07-200-010

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02-07-400-004, 02-06-300-004, 02-06-100-007, 02-18-200-002, 02-18-200-003, 02-07-200-010, 02-07-200-001, 02-07-200-008, 02-07-100-008, 02-06-400-005, and 02-07-200-009.

NOTICE IS HEREWITH GIVEN THAT the City Council for the United City of Yorkville will conduct a Public Hearing for the purpose of considering and hearing testimony as to an ordinance authorizing the annexation to the City of the above-described tract of property on Tuesday, June 24, 2025 at 7 p.m. at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560. An accurate map of the property proposed to be annexed to the City and form of the proposed annexation agreement are on file in the office of the Community Development Director.

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

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, and will be accepted up to the date of the public hearing. For more project information, please scan the QR code below.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.



JORI BEHLAND
City Clerk

To: Krysti Barksdale-Noble
From: Katie Fraser, JC Witt
Date: May 16, 2025
Subject: Response to Plan Council Meeting Follow-Up Letter

Dear Krysti,

Thank you and all the staff at the City of Yorkville for your time on April 24, 2025. Below are responses to the individual comments/feedback items that were provided in the letter dated April 28, 2025. We look forward to further discussion and collaboration with you and your colleagues regarding these matters. Please do not hesitate to contact me with any questions or concerns.

GENERAL APPLICATION COMMENTS:

Item 1:

The petitioner has provided ownership authorization for submitted applications for the parcels owned by George Ostreko Jr. (#02-07-200-010, #02-07-200-001, and #02-07-200-008) and Mary Auer (#02-07100-008 and 02-06-400-005).

Item 2:

The petitioner shall provide the remaining ownership authorization from property owner Jerry G. and Marilee Foltz (#02-07-200-009).

PLD Response: Owner authorization form will be provided upon receipt.

PRELIMINARY PUD PLAN COMMENTS:

Item 3:

The petitioner will provide dimensioned distances in feet (US) of proposed data center buildings/structures to the adjacent property lines on a revised Site Plan.

PLD Response: Requested dimensions will be added to the site plan.

Item 4:

The petitioner will provide dimensioned distances in feet (US) of proposed data center buildings/structures to the nearest existing residential or commercial structures on a revised Site Plan.

PLD Response: Requested dimensions will be added to the site plan.

Item 5:

The petitioner shall provide a “2,000 ft. Residence District Building Height Restriction Zone” buffer on the Preliminary PUD Plan indicating which proposed data center buildings will fall within this zone.

PLD Response: Requested buffer will be added to the Preliminary PUD Plan.

Item 6:

The petitioner will confirm if they intend to accommodate the proposed realignment of E. Beecher Road as recommended by the City Engineer and Public Works Director.

PLD Response: Petitioner requests additional meeting with City Engineer and Public Works Director to discuss East Beecher Road Realignment. PLD strongly prefers option 5 or 5A.

- a. If so, the petitioner will address roadway alignments recommended by City Engineer on a revised Site Plan.

PLD Response: Site plan will be revised following meeting with City Engineer and Public Works Director.

Item 7:

The petitioner will confirm whether they still wish to pursue the vacation of W. Beecher Road and, if so, explain how access will be provided to the approximately 18-acre parcel located south of Galena Road (#02-06-400-001), which is included in the proposed Project Cardinal development.

PLD Response: PLD proposes to vacate West Beecher Road. The 18-acre parcel located east of the site (“Neighboring Property”) can add access off of Galena Road, either where the existing Beecher Road Access currently is or at a new access point further to the east. The revised site plan eliminates the proposed curb cut adjacent to the Neighboring Property; this should alleviate concerns regarding proximity of curb cuts on Galena Road.

Item 8:

The petitioner will indicate the recommended easements for trails and proposed sidewalks on an updated Site Plan.

PLD Response: Proposed trails have been added to the site plan.

Item 9:

The petitioner will verify the correct parking count on the Site Plan.

PLD Response: Parking count will be verified on the revised site plan.

Item 10:

The petitioner will provide a traffic study and traffic management plan.

PLD Response: PLD will provide a traffic study and traffic management plan. Scoping for traffic study will require input from City Engineer and Public Works Director.

Item 11:

The petitioner will provide a revised Landscape Plan indicating the proposed areas they seek relief from the recommended eight (8) foot tall berm within the required 100-foot landscape buffer. Architectural renderings or illustrative view shed exhibits are highly recommended to demonstrate the proposed vegetative screening in the areas seeking relief.

PLD Response: PLD intends to work with the City on the appropriate location for berms based on sound and viewsheds.

Item 12:

The petitioner will provide architectural building elevation plans indicating proposed building materials and dimensions. The plans shall also illustrate greater architectural articulation, variation in materials, and a more dynamic color palette to those buildings visible from Eldamain, E. Beecher and Galena Roads.

PLD Response: Project architect is working on generating the requested building elevations. PLD intends to have elevations completed ahead of the scheduled EDC meeting.

Item 13:

The petitioner will provide a pre-construction/existing conditions noise study of subject property and narrative of mitigation steps they intend to employ to ensure compliance with the City's noise ordinance standards.

PLD Response: PLD is actively working to identify a consultant to perform the requested baseline noise study. The proposed plan will be communicated to the city ahead of execution to confirm the city requirement is being satisfied.

Item 14:

The petitioner will provide details on the fence type and material.

PLD Response: Cut sheets of the proposed fence type and material have been provided with this response.

Item 15:

The petitioner will provide additional narrative or details regarding the proposed use of ion-lithium batteries within the data center campus structures.

PLD Response: Project team is working on the requested narrative for lithium batteries. Additional meeting is requested with the fire department.

DEVELOPMENT OFFSETS:

Item 16:

The petitioner is requested to provide the planned average and maximum day water use for the development. The anticipated sanitary sewer flows should also be provided. These numbers will then be used to determine the infrastructure needed to serve this development.

PLD Response: Revised water estimates will be provided ahead of EDC meeting date.

Item 17:

The petitioner is requested to provide estimates of utility taxes and property taxes expected to be generated per building.

PLD Response: PLD is working on utility and property tax estimates and will provide upon completion.

Item 18:

Regarding the requested contributions for entryway/gateway signage, regional park development, and other discussed community investments, staff plans to provide a total estimated amount and a per-acre fee for each data center developer, proportionate to the scale and impact of their respective developments. A detailed estimate from the City is forthcoming and will be provided to the petitioner in advance of the EDC meeting for their consideration.

PLD Response: Noted.

COMMUNITY MEETING COMMENTS:

Item 19:

While not discussed in the meeting, per Section 10-8-5-B-1-a of the Unified Development Ordinance, a community meeting conducted by the petitioner of area/neighborhood property owners, explaining the proposed data center campus development, at their own expense and at a location of their choosing may be required prior to the Planning and Zoning Commission public hearing date.

PLD Response: Community meeting will be scheduled ahead of City Council hearing date.

- b. Accordingly, the petitioner will reach out to the various homeowners' adjacent properties along Eldamain Road, E. Beecher Road, Corneils Road, and residents within the Caledonia residential subdivision approximately 0.5 miles southeast of the proposed data center campus.

PLD Response: Noted.

- c. This outreach will need to occur prior to the City Council and Planning and Zoning Commission (PZC) public hearings providing an opportunity to present the plan and gather feedback from residents.

PLD Response: Noted.



ENGINEERING ENTERPRISES, INC.

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www.eeiweb.com

April 4, 2025

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

**Re: *Project Steel
Annexation, Rezoning, and PUD Submittal – 1st Submittal
United City of Yorkville***

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Annexation, Rezoning, and Planned Unit Development Applications
- Preliminary PUD Plan (1 sheet) dated March 14, 2025 and prepared by Langan Engineering
- Conceptual Landscape Plan (1 sheet) dated March 14, 2025 and prepared by Langan Engineering
- Trip Generation Memo dated March 14, 2025 and prepared by Langan Engineering
- Other Supporting Documentation

Our review of these plans and reports are to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

General

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies.
 - Kendall County for access to Galena Road and Eldamain Road
 - IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction.
 - IEPA Water and Sanitary Sewer Permits
 - Yorkville Bristol Sanitary District (YBSD) approval is needed for the connection of the proposed sanitary lines to the existing sanitary sewer.
2. Since the project is a non-residential development on more than 3 acres it must meet the stormwater detention requirements per the Stormwater Ordinance. A stormwater permit application in accordance with the United City of Yorkville Stormwater Management Ordinance (Kendall County Ordinance) will be required.

3. Any impacts to wetlands should be designed in accordance with the United City of Yorkville's Wetland Protection Regulations.
4. The following will need to be submitted with Final Engineering Plans:
 - a. Truck turning exhibits for delivery and emergency vehicles
 - b. Photometric plan
 - c. Landscape plan, including a tree preservation plan
 - d. Field tile survey
 - e. Engineer's Opinion of Probable Costs
5. Additional forms and information can be found at <https://www.yorkville.il.us/333/Engineering-Department>.

Preliminary PUD Plan

6. All proposed Galena Road connections will need to be reviewed and approved by the Kendall County Highway Department. Galena Road is an access level 2 highway, which denotes private access spacing of 1,320 feet. The access points should align with the proposed Project Cardinal access points to the north.
7. Kendall County is seeking a total of 120' of right-of-way dedication (60' along the north side) along Galena Road. City utility easements will be required outside of the right-of-way.
8. The proposed Eldamain Road connection will need to be reviewed and approved by the Kendall County Highway Department. Eldamain Road is an access level 2 highway, which denotes private access spacing of 1,320 feet. Generally, they have commented that the location is acceptable, but it may have to be shifted slightly to the south to achieve a 1/3 mile spacing from Galena Road.
9. Kendall County is seeking a total of 150' of right-of-way dedication (75' along the east side) along Eldamain Road. City utility easements will be required outside of the right-of-way.
10. The City will have jurisdiction over the proposed new Beecher Road. A minimum of 80 feet right-of-way will be required.
11. Consideration should be given to reconstructing E. Beecher Road from the project property limits to Galena Road.
12. Intersection improvements at E. Beecher Road and Galena Road may be required.
13. West Beecher is proposed to be vacated. The developer should confirm that this will not adversely affect properties adjacent to the roadway and all adjacent properties have appropriate access.
14. The proposed new Beecher Road does not align with the existing Beecher Road south of Corneils Road. This is not acceptable to the City. The roadways will need to align with no jogs.
15. Corneils Road will need to be reconstructed across the frontage of the property. Consideration should be given to reconstructing across ComEd's parcel as well.
16. We will require a right-of-way dedication of 40 feet (80 feet total planned for the corridor) along the south property line of the development adjacent to Corneils Road.

17. The proposed access point located just west of new Beecher Road appears to be too close to the intersection.
18. A detailed traffic study will be required to determine the improvements needed along adjacent roadways. The study should account for anticipated construction traffic also. Please refer to section 10-A-10 of the UDO.
19. The improvements required to the water system to serve this development will require a detailed study. A detailed scope will be prepared and provided to the developer. The City may need land dedicated to public water infrastructure.
20. The connections to the sanitary sewer will generally come from existing interceptor sewers. The improvements required to serve this development will require detailed study. We will begin to develop a plan.
21. The developer should identify the proposed construction access points.
22. Access to sanitary manholes, water valves, shut-offs, etc. will need to be coordinated during final design.
23. The planned outfall locations for the stormwater basins will be evaluated during final design. The evaluation will need to include downstream capacities.

If you have any questions or require additional information, please contact our office.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC



Bradley P. Sanderson, P.E.
Chief Operating Officer / President

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Gina Nelson, Admin Assistant (via email)
Ms. Sara Mendez, City Planner (via email)
Mr. David Hansen, Senior Planner (via email)
Ms. Jori Behland, City Clerk (via email)
Building Department (via email) Bzpermits@yorkville.il.us
Mr. JC Witt, Prologis (via email)
Mr. Greg Jones, Ancel Glink (via email)
Mr. Andrew Uttan, Langan Engineering (via email)
TNP, PGW2, EEI (via e-mail)

MEMORANDUM

April 7, 2025

To: Krysti J. Barksdale-Noble, Community Development Director, United City of Yorkville,
knoble@yorkville.il.us

From: Aimee Lalime, INCE Bd. Cert.
Nathan Sevener, INCE Bd. Cert.

Re: Project Steel Proposed Three-Phase Data Center Campus and On-site Substations Development
Preliminary Comments on Potential Noise Transmission to the Community

Per Soundscape Engineering's consulting services contract with the United City of Yorkville, we are providing the following preliminary comments regarding potential noise transmission from the proposed three-phase development of a data center campus with on-site substations to the surrounding community.

At this time, there is insufficient Project information available to allow calculation of noise transmission from the proposed Development to the surrounding community. However, based on our experience, review of the Preliminary PUD Plan dated 3/14/25, and the uses of the properties near the proposed site, we can provide the following comments for your consideration.

1. Chapter 4 of the Yorkville Code of Ordinances restricts noise transmission to both residential and commercial land uses. The limit on sound transmission to residential land uses during the nighttime is the most restrictive (50 dBA). Since the proposed Data Center Campus can be expected to operate during both daytime and nighttime, nighttime sound level limits will need to be considered when evaluating noise transmission from the proposed Data Center Campus.
2. In our experience, the primary noise sources associated with Data Centers are the electrical power generators and the cooling equipment.
3. The Applicant should note, in particular, that the Noise Ordinance includes a 10 dB sound level limit penalty for noise that is tonal in character. Some types of cooling equipment, such as chillers, can emit tonal noise.
4. There is a large residential development within Yorkville limits located approximately 2700 ft Southeast of the closest Project Steel building shown in the preliminary PUD (on Ryan Drive, Caledonia Drive, and Lauren Drive). The distance between the proposed data center buildings and these residences will be beneficial, and we expect the project can meet the noise ordinance at this distance with planning and if noise mitigation measures are implemented.
5. The closest residential land use within the City of Yorkville is 1400 feet east of the nearest data center building, located at 1414 Eldamain Road. For properties at this distance, it may be difficult for the Data Center Campus to comply with the City's Noise Ordinance.

6. Based on our noise control engineering experience and review of similar-sized data center campuses, the project will need to consider noise control early in the design, using thoughtful site planning, locating cooling equipment and generators as far as possible from residents, and selecting low-noise equipment. Since the nighttime ordinance is more stringent, it may be necessary for some of the equipment to be programmed to operate at quieter, but less efficient, operating modes during nighttime hours. In addition to equipment selection, load settings, and siting, meeting the noise ordinance may also require noise control screening, compressor wraps, or other approaches for the outdoor cooling equipment. Noise control enclosures and mufflers will most likely be needed for the generators.
7. The Applicant should provide a noise impact assessment report for review by the City. The report should describe how the assessment was performed, list the specific noise-generating equipment associated with operation of the Data Center Campus and On-site Substation, describe any noise control approaches and equipment that will be included in the project design, and confirm that the City's noise ordinance will be met. Noise source data for the cooling equipment shall be based on actual sound level measurements of the specific equipment planned for the project, made in accordance with nationally recognized standards, not on interpolated, extrapolated, or otherwise calculated sound levels.
8. The City should consider whether it wishes to require the applicant to perform post-construction acoustic testing to demonstrate compliance with the noise ordinance, potentially at completion of each project phase.
9. We understand that some members of the community are concerned about noise emissions from the planned data center campus. The community noise ordinance protects Yorkville residents by limiting noise transmission to residential land uses to 60 dBA during the day and 50 dBA at night. In addition, tonal noise sources are required to be 10 dBA below those values (50 dBA daytime and 40 dBA at night). For reference, the Route 47 traffic noise at the closest Bristol Bay condos (400' from the roadway) is estimated to be as low as 55 dBA at night and as high as 63 dBA during the day. This suggests that residences located near busy roadways will not experience a significant impact from data center noise.
10. Our comments are only in relation to the City of Yorkville noise ordinance and do not consider compliance relative to any other jurisdictions, including Kendall County or the Illinois Pollution Control Board.
11. Similarly, our comments are focused on residential and commercial land uses that are currently within the City of Yorkville. There are, however, several single-family residences located very near the proposed development that are not currently within the City of Yorkville. These residences are located immediately across the road to the West, South, and East of the proposed Data Center Campus on Eldamain, Corneils, and East Beecher Roads.

****END OF MEMORANDUM****

MEMORANDUM

April 28, 2025

To: Krysti J. Barksdale-Noble, Community Development Director, United City of Yorkville,
knoble@yorkville.il.us

From: Aimee Lalime, INCE Bd. Cert.
Nathan Sevener, INCE Bd. Cert.

Re: Project Steel Proposed Data Center Campus and On-site Substations Development
Follow-Up to Acoustics Questions during April 24th Plan Council Meeting

On April 24, 2025, the City of Yorkville hosted a pre-plan meeting and a Plan Council meeting to discuss the proposed Project Cardinal Data Center Campus and on-site substation development. Here are our follow-up comments in responses to our acoustics-related discussion:

1. *Continuous Noise Monitoring:* The City is interested in requiring continuous noise monitoring during the construction and operation of the Project Steel and Project Cardinal data centers. We spoke with two sound level meter manufacturers, NTi and Larson Davis, regarding their continuous noise monitor offerings. The estimated cost for the hardware is \$12,000 - \$25,000 per monitor. This includes the purchase of a sound level meter, microphone, outdoor case, permanent mounting, solar power, and modem. There are also labor costs associated with site selection, installation coordination, setup, training, and data review. Let us know if you would like us to investigate further.
2. *Equipment Placement:* As discussed in the Plan Council meeting, the best location for mechanical equipment is on the side of the building opposite the residents, with the rooftop behind sound barrier screens being the next best location. The worst location is on the side of the building closest to residents. It is not necessary to restrict the project from mounting equipment on the roof, as long as the project demonstrates that the ordinance is fully met.
3. *Operational Conditions:* We recommend an update to item 31.kk.ii in the Plan Council Packet. Instead of requiring the operational noise levels to not exceed the pre-development baseline, we recommend requiring the project to meet the noise ordinance. Matching the pre-development baseline may be impractical for a project of this scale, and the ordinance is designed to balance the city's needs for development and protect residents from excessive noise.

****END OF MEMORANDUM****



Memorandum

To: Plan Council
From: Krysti Barksdale-Noble, Community Development Director
Date: April 2, 2025
Subject: **PZC 2025-07 Project Steel – Annex, Rezone, PUD & Prelim Plan**
SEC of Galena Road & Eldamain Road east toward E. Beecher Road
Proposed Data Center Campus and On-Site Substation Development

I have reviewed the completed applications for Annexation, Rezone, Planned Unit Development (PUD), Preliminary PUD Plan and Project Narrative for Project Steel received March 14, 2025 as submitted by Ancel Glink P.C., attorney, on behalf of Prologis, L.P., petitioner, as well as a conceptual Preliminary PUD Plan dated 03/14/25, Proposed Phasing Schedule, Conceptual Landscape Plan dated 03/14/25, a Trip Generation Memorandum and exterior building renderings all prepared by Langan.

The petitioner, as contract purchaser, along with property owner Rosenwinkel Family Trust Et Al, is seeking approval for the annexation of sixteen (16) parcels totaling 540 acres (subject property). These parcels will be part of a master planned high-tech data center campus. The petitioner also requests the rezoning of the subject property to within the M-2 General Manufacturing District, special use authorization for a Planned Unit Development (PUD), and approval of a preliminary PUD Plan which involves the phased construction of twenty-four (24) two-story data center buildings totaling approximately 9.5 million square feet, three (3) electrical substations, associated stormwater detention basins, equipment yards, and a proposed right-of-way vacation of W. Beecher Road.

The plan proposes three (3) phases of development with each phase of development including between 7-9 data center buildings, one (1) substation, and eight (8) associated stormwater basins. If approved, construction is anticipated to begin in summer of 2027, with full campus buildout happening over the course of 20 years.

As part of the petitioner's application for Planned Unit Development (PUD), there is a request for **thirteen (13) deviations** to the Yorkville Unified Development Ordinance (UDO) from the base M-2 General Manufacturing District standards related to bulk and dimensional regulations; energy industrial use requirements; cross access; minimum parking requirements; pedestrian circulation; bicycle parking; off-street loading space requirements; landscaping; screening of mechanical units; fencing; appearance standards; lots; street design improvements and connectivity requirements. **Each of these requested deviations will be detailed separately in this review memo under subsequent headings.**

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

GENERAL APPLICATION COMMENTS:

1. Staff has reviewed the list of property owners of the subject property prepared by the petitioner and submitted as part of the application and noted several owners of record's affidavit as part of the aforementioned petitions were not included.
 - a. **According to the Kendall County tax records the owner of parcels #02-07-200-010, -001, and -008 is GEORGE OSTREKO JR ET AL; owner of parcels 02-07-100-008 and 02-06-400-005 is MARY AUER; and the owner of parcel 02-07-200-009 is JERRY G. MARILEE FOLTZ.**
 - b. **Please have the owners of record execute a notarized application stating they are party to the annexation, rezoning, PUD and Preliminary PUD Plan application requests.**

GENERAL ANNEXATION COMMENTS:

2. **SUBJECT PROPERTY** - The subject property area for the proposed data center campus is comprised of sixteen (16) unincorporated parcels totaling 540-acres as broken down below:

| PIN | ACRES | OWNER | JURISDICTION |
|---------------|---------------|------------------------------------|-------------------------|
| 02-06-300-011 | 142.82 | ROSENWINKEL FAMILY TRUST ET AL 501 | UNINCORPORATED |
| 02-07-100-007 | 55.89 | | UNINCORPORATED |
| 02-07-300-002 | 33.24 | | UNINCORPORATED |
| 02-07-400-002 | 34.18 | | UNINCORPORATED |
| 02-07-400-003 | 41.97 | | UNINCORPORATED |
| 02-07-400-004 | 36.71 | | UNINCORPORATED |
| 02-08-300-004 | 8.27 | | UNINCORPORATED |
| 02-08-100-007 | 82.31 | | UNINCORPORATED |
| 02-18-200-002 | 0.19 | | UNINCORPORATED |
| 02-18-200-003 | 2.01 | | UNINCORPORATED |
| 02-07-200-010 | 25.40 | | GEORGE JR OSTREKO ET AL |
| 02-07-200-001 | 1.24 | UNINCORPORATED | |
| 02-07-200-008 | 52.30 | UNINCORPORATED | |
| 02-07-100-008 | 9.89 | MARY AUER | UNINCORPORATED |
| 02-06-400-005 | 12.48 | | UNINCORPORATED |
| 02-07-200-009 | 1.01 | JERRY G MARILEE FOLTZ | UNINCORPORATED |
| TOTAL | 539.91 | | |

3. **PLAT OF ANNEXATION** – A plat of annexation shall be an exhibit to the annexing ordinance. The city engineer will prepare the exhibit.
4. **CONTIGUITY** – Contiguity with the current City of Yorkville corporate boundaries is established through the Hagemann and Bright Farms parcels to the west, Westbury South Village to the south, and the Bennett and Yorkville Renewables Solar Farm properties along with Westbury East Village to the east.
5. **ANNEXATION AGREEMENT** – The petitioner states they anticipate entering into an annexation agreement with the City “containing mutually beneficial terms governing the Subject Property’s annexation and future development.”

GENERAL ZONING COMMENTS:

6. **SUBJECT PROPERTY ZONING** – The petitioner is seeking to rezone all sixteen (16) parcels upon annexation within the subject area to M-2 General Manufacturing District.
- a. Per Section 10-3-4 of the Yorkville Unified Development Ordinance (UDO), any territory annexed to the city shall automatically be classified within the R-1 Single-Family Suburban Residential District. Therefore, the petitioner is seeking rezoning the parcels to be annexed to the M-2 General Manufacturing District.
7. **SURROUNDING LAND USE & ZONING** - The following is a summary of the current zoning classifications and land uses of the properties immediately surrounding the subject site. This information provides context for the existing development patterns in the area and helps assess the compatibility of the proposed use with adjacent properties and overall community planning objectives:

| | Zoning | Land Use |
|-------|---|---|
| North | A-1 (Kendall County) | Farmland |
| | M-1 Limited Manufacturing (Kendall County) | Agricultural |
| | M-3 Manufacturing Special Use (Kendall County) | Earth Materials Extraction, Processing and Site |
| | Galena Road (Rte. 30) | Transportation Land Use |
| East | A-1 Agricultural (Kendall County) | Farmland |
| | A-1 Agricultural Special Use (Kendall County) | Farmland |
| | A-1 Agricultural Special Use (Yorkville) | Farmland (Solar Farms) |
| | R-2 Single-Family Traditional District Beecher Road | Farmland (Westbury East Village) Transportation Land Use |
| South | A-1 Agricultural District Special Use (Kendall County) | Camp Mutty Paws (Dog Kennel) |
| | M-1/M-2 Limited/General Manufacturing (Yorkville) | Bright Farms |
| | R-4 General Multi-Family Residence District | Farmland (Westbury South Village) |
| | Commonwealth Edison – Transmission Station Corneils Road | Utility Land Use Transportation Land Use |
| West | M-2 General Manufacturing District (Yorkville) | Farmland (Hagemann) |
| | M-1 Limited Manufacturing (Kendall County) | Auto Repair (Jet’s Towing) |
| | A-1 Agricultural/R-1 District (Kendall County) | Residential Land Use |
| | Eldamain Road | Transportation Land Use |

b. **Petitioner has provided written responses to the Standards for Rezoning which will be entered into the record during the public hearing process.**

8. **PERMITTED USES** – Per Table 10-3-12 (B) of the Yorkville Unified Development Ordinance (UDO), “data center” and “electric substation” are permitted land uses in the M-2 General Manufacturing District. Data centers are defined as Energy Industrial Uses per Table 10-3-12(B) in the Unified Development Ordinance.

PLANNED UNIT DEVELOPEMENT (PUD) COMMENTS:

9. **PLANNED UNIT DEVELOPMENT STANDARDS** – Section 10-8-8 of City’s Unified Development Ordinance (UDO) establishes standards for Planned Unit Development (PUDs). PUDs are allowed to modify standards of the base district as long as the requested modifications are specifically identified and demonstrates how each allowance is compatible with surrounding development, is necessary for proper development of the site, and is aligned with at least one (1) modification standard found in Section 10-8-8D of the UDO.

c. An application for Planned Unit Development (PUD) was **not included** in the packet submittal. However, responses to the PUD standards were provided in the narrative prepared by Gregory W. Jones of Ancel Glink.

i. **Staff recommends a formal application for Planned Unit Development (PUD) be provided which identifies at least one (1) modification standard found in Section 10-8-8D of the UDO.**

d. **Staff recommends the petitioner consider the following modification standards which may be applicable to the proposed data center campus development:**

- i. Modification Standard #11 “Funding or Construction of Public Roadways”. The Planned Unit Development includes the construction of roadways adjacent to the subject site as planned in the City of Yorkville Comprehensive Plan, Kendall County Long-Range Transportation Plan, or another transportation plan adopted by a local, County, or regional entity.
 - 1. **Staff believes this modification standard does apply, as the proposed development may be required to make roadway improvements to E. Beecher Road, Corneils Road, and at the intersection at Galena Road and E. Beecher Road.**
- ii. Modification Standard #12 “Regional Utility Improvements”. The Planned Unit Development involves the construction of a utility improvement identified in the City or Yorkville Comprehensive Plan or other policy document adopted by a local, County, or regional entity.
 - 1. **Staff believes this modification standard does apply, as the proposed development will be required to construct and extend public utilities (water and sanitary) to the property.**
- e. **The petitioner has provided written responses to the standards for special use and for Planned Unit Development (PUD) which will be entered into the record during the public hearing process.**

PRELIMINARY PUD PLAN COMMENTS:

10. **PRELIMINARY PLAN APPROVAL** – Per Section 10-8-6. Subdivision Procedures of the Unified Development Ordinance, approval of the Preliminary Plan is tentative only and shall be effective for a period of twelve (12) months.

- f. However, Section 10-8-8-H of the Unified Development Ordinance Expiration and Lapse of Approval states, any Planned Unit Development in which there has been no Building Permit issued nor any portion of the property platted after three (3) years since approval by the City Council, the Planned Unit Development shall be considered null and void and shall be brought back before the Planning and Zoning Commission and the City Council for consideration prior to any development on the property. The underlining zoning of the Planned Unit Development shall not expire, only the Planned Unit Development overlay shall expire.
- g. Therefore, staff interprets the expiration of the Preliminary PUD Plan is three (3) years after approval of the Planned Unit Development if no portion of the property is final platted.

11. **PROPOSED PHASING SCHEDULE** – The petitioner proposes to develop the subject property in three (3) phases over an estimated twenty (20) year period, with each phase being served by its own stormwater and other infrastructure. According to the Project Steel’s narrative, construction of the first phase is anticipated to begin during the summer of 2027. Below is the proposed phase development:

| PROPOSED PHASING SCHEDULE | | |
|---------------------------|------------------------------|---|
| PHASE | BUILDINGS | SITE FEATURES |
| 1 | 7 TOTAL (BUILDINGS 1-7) | 5 PONDS (1-5) SUBSTATION 1 ASSOCIATED PARKING |
| 2 | 9 TOTAL (BUILDINGS 8-16) | 2 PONDS (8-9) SUBSTATION 2 ASSOCIATED PARKING |
| 3 | 8 TOTAL (BUILDINGS 17-24) | 2 PONDS (6-7) SUBSTATION 3 ASSOCIATED PARKING |

- h. Staff recommends the phasing plan consider minimizing impacts on nearby residential structures by prioritizing initial development at the farthest distance from existing residential structures.
- i. What is proposed for the future development of the 84 acres on the east side of proposed realigned E. Beecher Road?

12. **BUILDING SETBACKS/BUILDING SEPARATION** – Per the Table 10-3-9(A) Bulk and Dimensional Standards, the following compares current M-2 General Manufacturing District building setback standards with the proposed Planned Unit Development (PUD) requested modifications (**Deviation #1**):

| BUILDING SETBACKS | REQUIRED MINIMUM SETBACKS M-2 DISTRICT | PROPOSED MINIMUM SETBACKS SITE PLAN (Phase 1)* | PROPOSED MINIMUM SETBACKS SITE PLAN (Phases 2-3)* |
|---|---|---|--|
| FRONT YARD (Eldamain Road & Beecher Road) | 25' | 80' | 150' |
| INTERIOR SIDE/CORNER YARDS (North – Galena Road/South-Corneils Road) | Min. 10% of lot/Max. 20' | 50' | 50' |
| REAR YARD (ComEd Right-of-Way) | 0' | 50' | 50' |

*The petitioner is seeking to have the setbacks apply only to the boundary/perimeter of the subject property rather than each individual building on the site. Due to the irregularity of the subject property configuration, Eldamain Road and the proposed relocated E. Beecher Road are the established front yards, Galena and Corneils Roads are the interior side/corner yards, and the ComEd right-of-way is the established rear yard.

- a. It appears most buildings on the Site Plan exceed the required minimum building setbacks for the M-2 District.
 - 1. Please provide dimensioned distances in feet (US) of proposed buildings to the adjacent property lines.
- b. Does the petitioner anticipate consolidating the various parcels into a single zoning lot or will the parcels be resubdivided for each building/user?
 - 1. Regardless on the future platting of the data center campus, City Council approval will be required for any Final Plat. The petitioner is seeking a zero (0) foot building setback for all buildings within the campus-style development, as Section 10-8-6-C-6.c(6) of the Unified Development Ordinance requires building setback lines meeting the minimum standard on all lots. Staff supports this request due to the site being served primarily by internal private access drives.
- c. **Building Separation** – In consideration of the internal setback relief of buildings within the data center campus, staff recommends a minimum 500-foot building separation from the nearest data center building or structure (primary or accessory) to the nearest residential or commercial structure.

1. **Please provide dimensioned distances in feet (US) of proposed buildings to the nearest existing residential or commercial structures.**
13. **ENERGY INDUSTRIAL USES** - Use standards for Energy Industrial Uses are reserved for future regulations, if ever approved, under Section 10-4-10 in the Unified Development Ordinance.
 - j. The petitioner is seeking waiver of future standards adopted being applicable to this subject property after adoption of the Planned Unit Development (Deviation #2).
 - k. The City is currently in the process of adopting specific development standards for data center campus developments.
 - l. **Staff is open to granting a lock on future regulations under this section of the Unified Development Ordinance (UDO) for a period of ten (10) years, provided the applicant agrees to all staff-recommended development standards outlined in this memorandum, which incorporate the proposed best practices, design guidelines, and operational requirements intended to ensure the least impactful and high-quality development across the data center campus.**
14. **NUCLEAR ENERGY USES** – Staff requires the petitioner agree that the data center campus be strictly prohibited from using, generating, storing, or deploying nuclear energy as a power source within the City. This includes, but is not limited to, nuclear reactors, small modular reactors (SMRs), or any other nuclear-based technology.
15. **MAXIMUM BUILDING HEIGHT** - The M-2 District does not have a maximum building height per Table 10-3-9(A) in the Unified Development Ordinance. However, the petitioner has provided overall building heights for the proposed two-story data center buildings to top of the building’s roof and to the top of rooftop equipment. As proposed buildings will not exceed 56.5’ to top of structure and 70’ to top of rooftop equipment.
 - m. **Staff recommends a maximum overall height for data center buildings within 2,000 feet of a residential structure shall be 70 feet. No rooftop mechanical equipment will be allowed within this buffer, unless specifically approved by City Council.**
 - i. **The petitioner shall provide a “2,000 ft. Residence District Building Height Restriction Zone” buffer on the Preliminary PUD Plan indicating which proposed data center buildings will fall within this zone.**
16. **MAXIMUM LOT COVERAGE** – Per Section 10-3-9(A) of the Unified Development Ordinance, the maximum lot coverage for the M-2 District (inclusive of sidewalks, parking areas and all impervious surfaces) is 85% of the gross lot area. According to the Site Data Table on the Preliminary PUD Plan, lot coverage calculations are provided as 60% in Phase 1 and 70% in Phases 2 and 3.
17. **VEHICULAR/PEDESTRIAN ACCESS** – The site features a total of seven (7) access points, including two (2) primary access drives—one from Corneils Road and one from Eldamain Road. Additionally, there are three (3) emergency access points: one off Galena Road and two along the proposed realigned E. Beecher Road. The site also includes two (2) direct access drives—one from Galena Road serving Substation #2 and one from Corneils Road serving Substation #1. All access points connect to an internal 30-foot-wide looped roadway system, which provides

circulation throughout the development, linking all 24 data center buildings, associated equipment yards, three (3) substations, and nine (9) stormwater basins.

- ii. **Will the two (2) access drives to the substations intended exclusively for the user and ComEd, and will these access points will also be locked and secured? It appears some of these access drives are outside the fenced perimeter.**
 - iii. **It appears the proposed primary access points to the data center will be fenced. Will these entry points be guarded stations requiring extensive security verification before entry?**
 - iv. **It is essential that realignment of E. Beecher Road remains a seamless roadway—there can be no jogs or 90-degree curves. It must function as intended in our comprehensive plan, which may necessitate the reorientation or reconfiguration of buildings near Substation 1. Additionally, the road should serve as an attractive entry to the community, with proper beautification efforts, such as landscaping, berms, setbacks, and aesthetically designed buildings facing Beecher.**
 - 1. **Staff defers to City Engineer and Public Works Director regarding site access and roadway alignments.**
- n. Cross Access – Per Section 10-5-1-F of the Unified Development Ordinance, the petitioner is seeking relief from the providing cross access between adjoining developments which minimizes access points along streets, encourages shared parking, and allows for vehicular access between land uses (**Deviation #5**).
- i. According to Section 10-5-1-F-2-c The Zoning Administrator may waive or modify the requirement for vehicular cross access on determining that such cross access is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive area, would create unsafe conditions, or there exists an inability to connect to adjacent property. City Council shall have the authority to waive or modify vehicular cross access requirements for all public review processes involving review by City Council.
 - ii. **Staff has concerns regarding access for adjacent parcels. The control over adjacent parcels is a key concern. Currently, Prologis does not control all parcels in the area of the roadway, making it difficult for the City to justify blocking access to W Beecher for the Hagemann parcel, as well as the vacant parcels at the southeast corner of W. Beecher and Galena Road. Therefore, at this point staff does not support this deviation.**
- o. Pedestrian Circulation – Per Section 10-5-1-N Pedestrian Circulation Standards of the Unified Development Ordinance required off-street parking areas to on-site pedestrian circulation systems and connection to existing and future planned trails. The petitioner states that walkways between parking areas and building entrances will be provided on-site, however they seek a waiver for public access and connection to public sidewalks and bicycle trails due to the nature and security of the proposed land use (Deviation #6).
- i. According to Section 10-5-1-N-5, the Zoning Administrator may waive this requirement upon determining that no walkway exists, a future walkway is

unlikely to exist, or such connection would create a safety hazard. **Staff supports the waiver.**

ii. **In consideration of the requested waiver, staff requests the petitioner constructs and provides easements for a ten-foot (10') multi-use walking trail on the outer perimeter of the proposed data center at the following locations:**

1. **Along E. Beecher Road from Corneils Road to Galena Road.**
2. **Along Eldamain Road to Galena Road.**
3. **Along Corneils Road to E. Beecher Road**

18. **ELDAMAIN ROAD RECAPTURE** - In 2011, the City of Yorkville, City of Plano, and Kendall County entered into an intergovernmental agreement regarding the future reconstruction of Eldamain Road from Menards Distribution Center north to Galena Road (Ord. 2011-05). Kendall County agreed to bring Eldamain Road under its jurisdiction and made roadway improvements costing \$6,300,000 for that portion of the roadway. The three (3) governmental entities agreed to equally share the improvements cost which are to be paid through recapture agreements from future annexed properties with frontage along Eldamain Road (refer to attached Eldamain Road Recapture Benefitted Parcels).

a. The recapture amount is approximately ~161.00 per lineal foot of frontage along

| <i>PARCEL</i> | <i>ESTIMATED FRONTAGE</i> | <i>ESTIMATED RECAPTURE</i> |
|---------------|----------------------------|----------------------------|
| 02-06-300-011 | ~ 1,832 linear feet | \$294,952 |
| TOTAL | ~ 1,832 linear feet | \$294,952 |

Eldamain Road. **The estimated total recapture is approximately \$295,000.** Below is an estimated amount of the proposed annexed parcel which is obligated to pay per the intergovernmental agreements at time of final plat:

19. **PARKING** - According to the Site Plan submitted, there are 1,080 total parking spaces to be provided on the property to accommodate the proposed twenty-four (24) building data center campus and electric substation uses as detailed below:

| <i>Location</i> | <i>Sq. Ft.</i> | <i>Provided Parking Spaces</i> | <i>Parking Required 0.3 Per 1,000 Sq. Ft.</i> |
|-----------------|----------------|--------------------------------|---|
| <i>Phase 1</i> | | | |
| Building 1 | 379,100 | 45 | 114 |
| Building 2 | 379,100 | 45 | 114 |
| Building 3 | 379,100 | 45 | 114 |
| Building 4 | 379,100 | 45 | 114 |
| Building 5 | 379,100 | 45 | 114 |
| Building 6 | 379,100 | 45 | 114 |
| Building 7 | 379,100 | 45 | 114 |
| <i>Phase 2</i> | | | |
| Building 8 | 379,100 | 45 | 114 |
| Building 9 | 379,100 | 45 | 114 |

| | | | |
|----------------|------------------|--------------|--------------|
| Building 10 | 379,100 | 45 | 114 |
| Building 11 | 379,100 | 45 | 114 |
| Building 12 | 379,100 | 45 | 114 |
| Building 13 | 379,100 | 45 | 114 |
| Building 14 | 379,100 | 45 | 114 |
| Building 15 | 379,100 | 45 | 114 |
| Building 16 | 379,100 | 45 | 114 |
| Phase 3 | | | |
| Building 17 | 379,100 | 45 | 114 |
| Building 18 | 379,100 | 45 | 114 |
| Building 19 | 379,100 | 45 | 114 |
| Building 20 | 379,100 | 45 | 114 |
| Building 21 | 379,100 | 45 | 114 |
| Building 22 | 379,100 | 45 | 114 |
| Building 23 | 379,100 | 45 | 114 |
| Building 24 | 379,100 | 45 | 114 |
| TOTAL | 9,477,500 | 1,080 | 2,736 |

- p. Per Table 10-5-1(H)(5) Minimum Parking Requirements of the Yorkville Unified Development Ordinance, staff would classify the data center campus for the purposes of off-site parking as an industrial use, which requires a minimum of 0.3 parking spaces per 1,000 sq. ft. of net floor area (NFA) for uses greater than 8,000 sq. ft. While there is no specific information provided as to the individual proposed buildings, the petitioner estimates the average building size is 379,100 sq. ft. requiring ~114 parking spaces per building, however, they contend the actual parking demand will be approximately 45 spaces per building (Deviation #3).
- i. Note, Preliminary PUD Plan states 45 spaces per building, while the narrative stated 47 parking spaces per building. Staff has deferred to the Preliminary PUD Plan, but the petitioner must verify the correct parking count.
- q. Staff has estimated the total required parking for the subject property is 2,736 spaces, including 55 ADA accessible spaces. Additionally, per Section 10-5-1K-1 of the Unified Development Ordinance, the petitioner is required to install the infrastructure for a minimum of 55 electric vehicle charging stations.
- i. The petitioner is proposing to provide 25 ADA accessible parking spaces and 21 E/V parking stalls.
- ii. Staff is not opposed to the requested shared parking request and proposed reduction in off-street parking, however, staff recommends a fee in lieu of the difference in the required electrical vehicle charging station infrastructure and provided stations (34) which will be used to install electric charging stations in the downtown or at other public facilities.
- r. Bicycle Parking – Per Section 10-5-1-O-2 of the Unified Development Ordinance to provision of bicycle parking is encouraged, not required, and if utilized on a development site will allow for a reduction of required off-street parking. The petitioner is seeking a waiver to not provide off-street bicycle parking (Deviation #7).
- i. No waiver required as it is a parking bonus mechanism, not a requirement.

- s. Off-Street Loading – Per Section 10-5-1-Q of the Unified Development Ordinance, the number of off-street shall be determined on a case-by-case basis, and in the instance of special uses, loading berths adequate number and size to serve such use, as determined by the Zoning Administrators, shall be provided. The petitioner requests a minimum of one (1) off-street loading space per data center campus building on the subject property (**Deviation #4**). **Staff supports the request.**
20. **TRAFFIC IMPACT** – The petitioner has provided a Trip Generation Technical Memo prepared by Langan providing basic trip generation modeling for the proposed data center campus at full buildout. The preliminary report estimates a daily total of 1,440 trips. **Staff defers to the City Engineer regarding Trip Generation Technical Memo.**
- t. **Traffic Management Plan** – **Staff does recommend a traffic management plan be required during construction, including a communication strategy and an on-site point of contact during construction.**
21. **LANDSCAPING** – Section 10-5-3 establishes landscape standards for new developments. While the petitioner has not submitted a landscape plan, they are seeking relief from the minimum requirements (**Deviation #8**).
- u. Per staff’s review, the following sections of the Landscape Plan would apply:
- i. Section 10-5-3-C. Building Foundation Landscape Zone - All nonresidential, mixed-use, and multi-family development where a front yard setback is required, with the exception of food processing facilities regulated by the FDA, shall include landscape located at the building foundation as required by this section. Landscape required by this section shall be in addition to landscape required under other sections of this title. It is the objective of this section to provide a softening effect at the base of buildings.
1. **Petitioner is seeking relief from this standard. However, plans indicate a buffer planting area around the individual data center building.**
- a. **The petitioner shall verify if the building foundation landscape zone is being met or not per the Conceptual Landscape Plan.**
- ii. Section 10-5-3-D. Parking Area Perimeter Landscape Zone - Landscape required by this section shall be in addition to landscape required under other sections of this title. It is the objective of this section to provide screening between off-street parking areas and rights-of-way, and to provide for the integration of stormwater management with required landscaping.
1. **Petitioner has indicated parking area buffer (perimeter) landscape zone plantings on Conceptual Landscape Plans.**
- iii. Section 10-5-3-E. Parking Area Interior Landscape Zone - All off-street parking areas shall include landscape and trees located within the off-street parking area as required by this section. Trees and landscape required by this section shall be in addition to trees and landscape required under other sections of this title. It is the objective of this section to provide shade within parking areas, break up large expanses of parking area pavement, support stormwater management where appropriate, improve the appearance of parking lots as viewed from rights-of-way, and provide a safe pedestrian environment.

1. Petitioner is seeking relief from this standard. Staff supports this request.

- iv. Section 10-5-3-F. Transition Zone Landscape Requirements - Transition zone landscape shall be required along interior side and rear property lines of all nonresidential, mixed use, and multi-family development. It is not expected that the transition area will totally screen such uses but rather will minimize land use conflicts and enhance aesthetics.
- Petitioner has indicated a 50' wide buffer planting area with shade, ornamental, and evergreen tree mix. The petitioner also proposes enhanced entry landscaping to the two (2) primary access points located at Corneils Road and Eldamain Road.
 - Staff recommends a 100' Transition Type D Zone Landscape Buffer on the Conceptual Landscape Plan.**



3. Staff recommends the installation of an 8-foot-tall berm along all perimeters of the data center campus as part of the 100' landscape buffer due to the site's adjacency to four (4) public roadways.

22. **MECHANICAL SCREENING** – Per Section 10-5-4 Screening of the Unified Development Ordinance, ground/wall-mounted and roof mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be screened from public view. Petitioner is seeking to establish standards for screening both types of mechanical units (**Deviation #9**).

- Petitioner proposes to utilize primarily ground mounted mechanical equipment with the equipment yard but will also utilize rooftop mounted equipment.
- As proposed, ground mounted mechanical equipment will be screened with vinyl fencing equal to the height of the generator units but excluding any stacks protruding above the unit. No additional screening is proposed for rooftop mechanical units.
 - It is staff's preference that mechanical equipment, particularly backup generators and condensers, are not located on the rooftop. Rather placed on the side of the building(s) or the opposite side of the facility, farthest from residential structures.**
 - If approved to be placed on the rooftop, staff recommends they be enclosed in penthouses with sound damping construction and use of the lowest-noise equipment available, such as hospital-grade mufflers on generators, to aid in minimizing noise impacts on surrounding properties.**
 - All major mechanical equipment (generators, chillers, HVAC units) shall be fully enclosed or screened by solid barriers.**

- iv. **Staff defers to the sound engineering consultant for any additional recommendations with regards to mechanical screening.**

23. **FENCING** – Per Section 10-5-5-B-1 of the Unified Development Ordinance states fences may be built up to the property line but shall not extend beyond the front plane of the primary building facade in residential and business districts. Maximum height for fencing in manufacturing districts is eight (8) feet.

- x. **Petitioner has not provided manufacturers brochure of proposed security fencing. However, they are requesting to have twelve (12) foot tall security fence extend beyond the front plane of the primary building façade (Deviation #10).**
 - i. **Since the fence placement requirement only applies to residential and business district uses, staff is supportive of the request as this property is within a manufacturing district.**
 - ii. **Petitioner must provide details on the fence type and material.**
 - iii. **Staff questions the request for a twelve-foot (12'-0") tall security fence which exceeds the maximum permitted eight-foot (8'-0") tall fence when previous data center developers have requested ten foot (10') tall fences.**
 - 1. **The petitioner needs to justify this request before staff can provide a recommendation.**
 - iv. **Will the fences be locked with access (assuming via a Knox Box) to ComEd officials and EMS teams (assuming Bristol Kendall Fire District and Yorkville Police Department)?**

24. **BATTERY STORAGE** – Per Table 10-3-12(B) of the Unified Development Ordinance, “Battery Uses” are permitted within the M-2 General Manufacturing District. “Battery Uses” are defined as a use that enables battery manufacturing, charging, recycling, warehousing, storage, and related uses. This may also include uses that derive energy from renewable sources, such as wind and solar power, to be collected, stored, and then released for later use to an electric grid, power plant or private user.

- y. The petitioner’s plans do not indicate that battery uses, or storage, is proposed for the development. **Please verify if battery uses or storage is planned for the proposed data center campus.**
- z. If so, staff will require the following:
 - i. **Battery uses and storage systems shall be located in a separate standalone building a minimum of 50 feet away from any adjacent structure and must be readily accessible by the fire protection district for firefighting efforts.**
 - ii. **An approved fire safety and evacuation plan shall be prepared and maintained for occupancies that involve activities for the research and development, testing, manufacturing, handling, or storage of lithium-ion batteries or lithium metal batteries, or the repair or servicing of vehicles powered by lithium – ion batteries or lithium metal batteries. (See comment #31 Recommended Operational Conditions)**
 - iii. **A fire detection and alarm system is required for indoor storage rooms and outdoor storage. The method of fire detection is either an air-aspirating system or a radiant- energy sensing system. Indoor rooms are also required to be sprinklered and separated from the remainder of the occupancy by two-hour barriers. This structure must provide a 2-hour fire-resistance-**

rated enclosure and must have an automatic sprinkler system and detection system.

25. **APPEARANCE STANDARDS** – Per Section 10-5-8-C-4 Industrial Uses masonry products or precast concrete shall be incorporated on at least fifty (50) percent of the total building, as broken down as follows: The "front facade" (defined as that facade that faces a street that includes a main entry to the building) shall itself incorporate masonry products or precast concrete on at least fifty (50) percent of the facade. Any other facade that abuts a street shall incorporate masonry products or precast concrete. The use of masonry products or precast concrete is encouraged on the remaining facades. Where precast concrete panels or split face block is utilized, the use of colors, patterns, or other architectural features within these panels/blocks is encouraged.

aa. The petitioner has submitted exterior building renderings featuring a minimalist façade with clean lines and a predominantly white or light grey exterior, likely composed of metal panels or precast concrete for durability and thermal efficiency. However, the design incorporates few windows and architectural interest only at the building entrance.

i. **Staff recommends the petitioner provide architectural building elevation plans indicating proposed building materials and dimensions.**

bb. **While the use of precast concrete panels aligns with the material requirements of the Appearance Standards, the overall design and color palette fall short of meeting those standards and fail to present an aesthetically acceptable appearance on the long blank expanses of the side facades.**

cc. Further, Section 10-5-8-C-4b.(2) requires industrial buildings with facades greater than one hundred (100) feet in length shall incorporate recesses, projections, windows, or other ornamental/architectural features along at least thirty (30) percent of the length of the facade abutting a public street in an effort to break up the mass of the structure. **Petitioner is seeking relief from this requirement (Deviation #11).**

i. **To achieve compliance with the Appearance Standards and enhance the visual quality of the proposed development, staff recommends the petitioner revise the building elevations to incorporate greater architectural articulation, variation in materials, and a more dynamic color palette. Elements such as vertical and horizontal modulation, material transitions, and fenestration should be integrated to break up the monolithic appearance of the side facades and improve overall aesthetics.**

ii. **Staff further recommends buildings visible from Eldamain, E. Beecher and Galena Roads have the highest aesthetic standards that can be economically achieve. It is important that these structures which will be located at the entrance into the City will make a statement.**

26. **LOTS** – The petitioner is seeking waiver from the requirement for lots to have access on a public street due to the unique nature of the secure data center campus (**Deviation #12**).

dd. Per Section 10-7-2 requires all lots to conform with district standards and states all lots shall front or abut on a public street. Since the site has internal private roadways, **staff is supportive of the request.**

27. **STREET DESIGN AND IMPROVEMENTS** – The petitioner is requesting exemption from the requirements of Section 10-7-3 in the Unified Development Ordinance (**Deviation #13**).

ee. Standards in this section apply only to publicly dedicated roadways. No internal roads are proposed for public dedication. **Staff supports this request but refer to previous comments under #17.**

ff. **Staff defers to the City Engineer regarding the realignment of E. Beecher Road.**

28. **SIGNAGE** – The petitioner does not appear to propose any wall/building mounted signage on the exterior elevations but does propose ground-mounted entry way signage on Corneils Road, Eldamain Road, and Galena Road.

gg. Per Section 10-6-6 of the Unified Development Ordinance, single tenant buildings shall be permitted a total of two (2) primary wall signs or one (1) primary wall sign per one hundred (100) linear feet of building frontage. One (1) additional wall sign shall be allowed per additional hundred (100) feet of building frontage. Only one (1) primary wall sign shall be displayed on any single building façade.

hh. Single-tenant monument signs may have a maximum sign area of 32 square feet and a maximum height of 8 feet is designed utilizing base quality materials. Signs constructed of high-quality materials are permitted a maximum sign area of 48 square feet and a maximum height of 12 feet.

ii. Multi-tenant signs are permitted a maximum sign area of 32 square feet and a maximum height of 10 feet is designed utilizing base quality materials. Signs constructed of high-quality materials are permitted a maximum sign area of 64 square feet and a maximum height of 14 feet.

i. **See comments under #32 Comprehensive Plan and #33 Development Offsets entryway and placemaking elements.**

29. **SITE ADDRESSING** – **Will the internal roadways be named for individual addressing, or will the petitioner seek a single site address off of Eldamain Road or Corneils Road with internal building numbering/identification?**

30. **LIGHTING** – A photometric plan shall be provided along with manufacturers cut sheets of the proposed light standards to be installed within the parking lot area, per Section 10-5-7 of the Unified Development Ordinance. Maximum illumination at the property line shall not exceed zero (0) foot-candle and no glare shall spill onto adjacent properties or rights of way.

jj. **How tall do you anticipate the light standards will be for the data center campus?**

i. **Maximum light standard height for manufacturing districts is 35 ft. Staff may recommend a shorter height.**

31. **RECOMMENDED OPERATIONAL CONDITIONS** – The following is a list of operational conditions recommended by staff to be included in the Planned Unit Development for all future data center campus developments, aimed at addressing resident concerns and maintaining quality of life:

kk. **Noise Study** – All applications for data centers shall provide a noise study as part of the building permitting process which will be subject to review by the City's sound engineering consultant which entails:

- i. A pre-construction noise study including baseline noise measurements of the current environment and predictive modeling in phased and at full buildout to ensure the facility’s design will meet local noise limits
 - ii. A mitigation plan in their noise study to ensure that operational noise does not exceed the pre-development baseline measured at the property.
 - iii. Annual noise monitoring is recommended to be conducted by the City’s sound engineering consultant for a period of three (3) years after construction is completed to verify ongoing noise compliance.
- ll. **Operational Testing** – Operational testing of emergency backup generators shall be limited to the following:
 - i. Only between the hours of 11am-5pm on weekdays and non-holidays.
- mm. **Emergency Operations Plan (EOP)** - Emergency Operations Plan (EOP) shall be submitted and approved by the City and Fire Protection District (BKFD) prior to issuance of a building permit and must include:
 - i. Procedures for fire suppression, hazardous material spills, evacuation, and communication in case of an incident.
 - ii. Training sessions/drill and or walkthroughs with fire and police shall be required prior to occupancy permit.
 - iii. Designated contacts for emergency services and a plan to broadcast information if an incident could affect the public.
 - iv. Must work with KenCom emergency managers to be part of text or siren alert systems.
- nn. **Building Code Standards** – The following building code standards shall apply:
 - i. Installing advanced early fire detection in server rooms, using fire-resistive construction beyond code minimums on walls facing neighborhoods, or providing additional hazardous material safeguards.
 - ii. Compliance with the National Fire Protection Association (NFPA) 855.

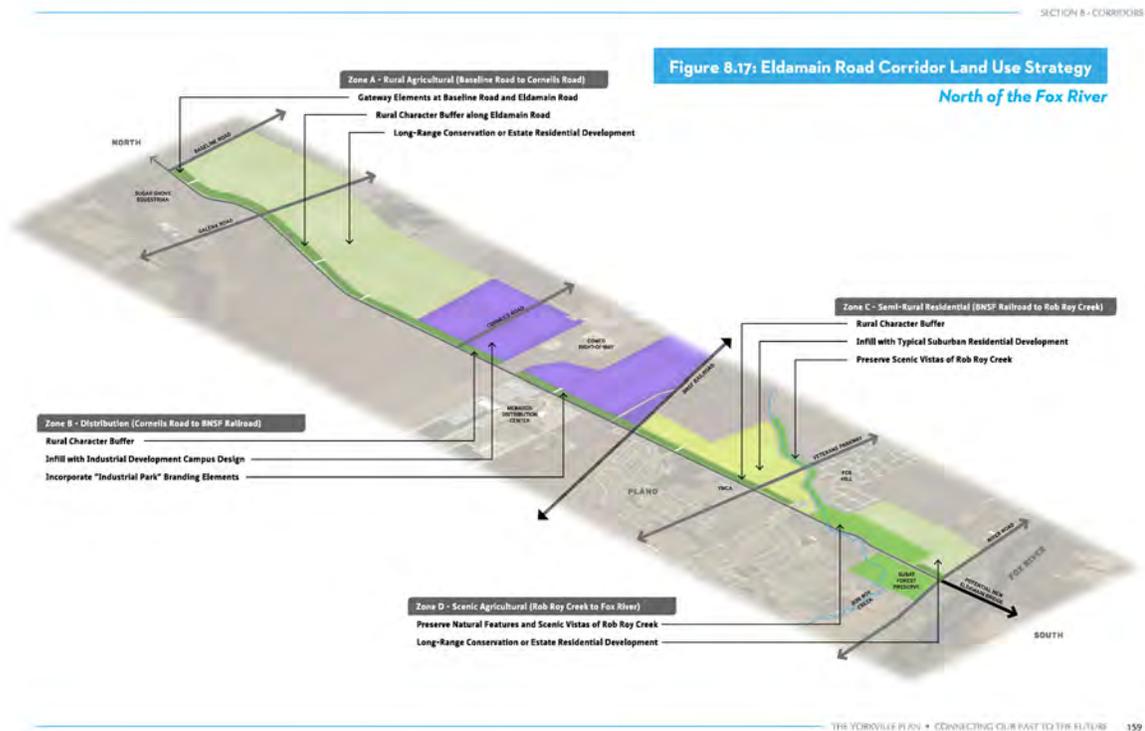
32. **COMPREHENSIVE PLAN** – The 2016 Comprehensive Plan Update designates the subject property for Project Steel as “Estate/Conservation Residential (ECR)”. The “Estate/Conservation Residential (ECR)” is intended to provide flexibility for residential design which will accommodate low-density detached single-family housing.

oo. **The current future land use designation reflects a holding category for parcels not likely to develop within the 10-year horizon of the comprehensive plan’s timeline. 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.”**

pp. **Overall, staff supports the proposed PUD for a data center campus, as the corridor along Eldamain Road has been identified in the Comprehensive Plan for manufacturing development and has also experienced a recent trend of development for M-2 land uses (specifically data centers). However, staff would**

like to note the following recommendations from the Comprehensive Plan related to the subject property:

- i. In Figure 8.17: Eldamain Road Corridor Land Use Strategy of the Yorkville 2016 Comprehensive Plan Update (North of the Fox River) the subject area is identified as “Zone B – Distribution (Corneils Road to BNSF Railroad)” meaning this area is recommended for modern industrial park incorporating branding and placemaking elements, as well as a 50’ to 100’ buffer to maintain the zone’s semi-rural visual character.



33. **DEVELOPMENT OFFSETS** - As part of the City’s efforts to balance the scale and impact of the proposed 540-acre data center development, the petitioner is expected to provide appropriate development offsets that support the broader community. These include contributing to gateway signage that enhances the City’s identity, donating land and funding the development of a regional public park, community investment within the City’s downtown, and dedicating land to the local fire protection district for a future facility to address increased service demands as described below:

qq. **Entryway/Gateway Signs**

- i. **Staff requests the petitioner provides the necessary easements and funds the design, fabrication, and cost for the installation of one (1) Gateway Element/Entryway Monument Signs located at the southeast corner of Galena Road/Eldamain.**

- 1. Staff further believes this will also assist the petitioner in meeting PUD Modification Standard #4 “Placemaking.” The Planned Unit Development has a distinctive identity and brand that is utilized in the signs, streetscape, architecture, public gathering spaces, open spaces, etc.

rr. Parks & Recreation

- i. Staff requests the petitioner purchase and donates specific land identified by the Parks and Recreation Department Director within the vicinity of the data center development to be utilized for a future regional park site. The petitioner will also provide upfront funding for the development of the park facility.

1. Staff further believes this will assist in the petitioner meeting PUD Modification Standard #10 “Provision of a Regional Park.” The Planned Unit Development includes a park of sufficient size and with high quality amenities adequate to draw visitors and provide recreational opportunities for residents throughout the region in addition to serving residents of Yorkville.

ss. Utility Infrastructure

- i. It is expected that a separate development agreement will cover the expansion of water, sewer, and sanitary sewer district services, including service commitments, cost offsets, and the associated design engineering agreements.

tt. Utility & Property Taxes

- i. Staff requests the petitioner provide estimates of utility taxes and property taxes expected to be generated per building, and whether we can publicly disclose those estimates.

uu. Community Investment

- i. Staff recommends a community investment donation from the petitioner to support the development of the Hydraulic District project. This contribution which can be separate to, or in combination with, the Parks and Recreation donation in comment #33. Staff believes this contribution reflects a commitment to fostering long-term community partnerships and ensuring that large-scale developments like the data center generate shared benefits. The Hydraulic District project is a catalyst for revitalization, economic growth, and quality-of-life improvements, and the petitioner’s investment will help accelerate these outcomes for the broader community.

vv. Bristol Kendall Fire District

- i. Staff requests the petitioner purchase and donate (or provide cash in lieu of) a minimum of five (5) acres for a future fire station with potential locations at the following at the discretion of the fire protection district:

1. Site #1 the unplanned ~8-acre parcel located at the NEC of Corneils and Future Beecher Road

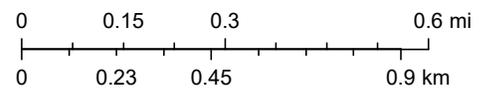
2. Site #2 within the ~84-acre area of “future development” on the eastside of the Proposed Beecher Road.

Eldamain Road Recapture Benefitted Parcels



6/26/2024, 1:45:10 PM

1:23,646



Nearmap, Map data from OpenStreetMap



Yorkville Police Department Memorandum
 651 Prairie Pointe Drive
 Yorkville, Illinois 60560
 Telephone: 630-553-4340
 Fax: 630-553-1141

Date: March 24, 2025
To: Krysti Barksdale-Noble (Community Development Director)
From: James Jensen (Chief of Police)
Reference: List Project Name: Project Steel Data Center - Prologis
 List Applicant Name:
 List Project Manager:
 List Project Number: PZC 2025-08

Please see comments listed below pertaining to the project referenced above:

Roadway & Property Signage

Handicapped Signage Required: Yes No

**Signage must meet MUTCD Standards

**Fine amount must be listed on sign

Speed Limit Signage Required/Recommended Yes No

School Zone Special Signage Yes No

Special Speed Zone Signage Requested Yes No

Comments: **All roadways other than surrounding primary roadways are private and do not require speed limit signage.**

NO Construction Traffic Signage being requested? Yes No

Comment #1: **Proper construction routes should be identified. Secondary roadways such as Corneils should not be used. Signage would be requested.**

Comment #2: **Construction routes should be clearly posted and shared with employees. Alternate routes should be identified due to upcoming Route 47 construction and the closing of the intersection of Route 47 & Galena Road.**

Comment #3: **Yorkville Police Department would request direct contact with construction managers in case a traffic problem has been identified.**

We request that all signage is posted prior to the first occupancy permit being issued for each POD or phase.

All traffic control signage must conform to MUTCH Standards specific to location, size, color, and height levels

Roadway



Yorkville Police Department Memorandum

651 Prairie Pointe Drive
Yorkville, Illinois 60560
Telephone: 630-553-4340
Fax: 630-553-1141

Do you have intersection Concerns? Yes No

Comments: **We do have intersection concerns with the private driveways coming out onto Galena Roadway. This roadway is well traveled with higher speed limits (55mph). Proper signage is being requested.**

Entrance/Exits match up with adjacent driveways? Yes No

Total Entrance/Exits for development? **3 – Galena Road**

Are vehicle entrance/exits safe? Yes No

Are warning signs for cross traffic requested? Yes No

Comments: **Direct entrances/exits to Galena Road should be reviewed, clearly marked and properly signed.**

Emergency Contact for after hours during construction

Comments: **Yorkville Police Department would request additional meetings with security leadership to discuss law enforcement response and expected responsibilities during and after construction.**

Is this a gated or controlled access development? Yes No

If yes, will police & Fire and Access? Yes No

Comments: **Yorkville Police Department would request additional meetings with security leadership to discuss law enforcement response and expected responsibilities during and after construction.**

Security

Will security cameras be in use? Yes No

Comments: **Yorkville Police Department would request additional meetings with security leadership to discuss law enforcement response and expected responsibilities during and after construction.**

Will the business/management provide the police department remote access to the camera system (User credentials only)? Yes No



Yorkville Police Department Memorandum
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Telephone: 630-553-4340
Fax: 630-553-1141

Comments: **Yorkville Police Department would request additional meetings with security leadership to discuss law enforcement response and expected responsibilities during and after construction.**

What are the business Hours of Operation?

Comments: **Yorkville Police Department would request additional meetings with security leadership to discuss law enforcement response and expected responsibilities during and after construction.**

Will the property be alarmed? Yes No

Comments: **Yorkville Police Department would request additional meetings with security leadership to discuss law enforcement response and expected responsibilities during and after construction.**

Will you provide Floor Plans/Maps to the police department Yes No

Comments: **Yorkville Police Department would request additional meetings with security leadership to discuss law enforcement response and expected responsibilities during and after construction.**

Emergency Contact information is being requested.

Comments: **Yorkville Police Department would request additional meetings with security leadership to discuss law enforcement response and expected responsibilities during and after construction.**

Miscellaneous Comments

Noise Ordinance Concerns Yes No

Comments: **Concerns specific to noise on site (i.e. generators)**

Criminal Investigations Procedures

Comments: **Yorkville Police Department would request additional meetings with security leadership to discuss law enforcement response and expected responsibilities during and after construction.**

Emergency Operations & Continuity of Operations



Yorkville Police Department Memorandum

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4340

Fax: 630-553-1141

Comments: Yorkville Police Department would request additional meetings with security leadership to discuss law enforcement response and expected responsibilities during and after construction.

I hope you find this information helpful, and we look forward to reviewing the revisions. If you should have any questions, comments, or concerns please do not hesitate to contact me.

From: [Tim Evans](#)
To: [Krysti Barksdale-Noble](#)
Cc: [Scott Sleezer](#)
Subject: Data Centers - P&R Land Cash Requests
Date: Friday, March 14, 2025 7:24:38 AM

Hello Krysti,

I know we have had some minor discussion about Data Center and P&R Land Cash requests, but just to put something in writing, the following would be P&R staff initial requests:

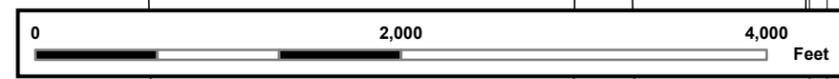
1. Land Cash, so that the City is able to purchase land and develop parks sites somewhere else in the City.
2. If possible, new trails:
 - a. Trail along Beecher from Rt34 to Galena
 - b. Trail along Eldamain from Rt 34 to Baseline
 - c. Trail along Baseline from Ashe/Eldamain to Rt47
 - d. Trail along Corneils from Eldamain to Rt 47
 - e. Trail along Faxon from Beecher to Alen Dale Ln

Thank You,

Timothy V. Evans, CPRP
Director of Parks and Recreation
United City of Yorkville Parks and Recreation Department
630-553-4357 / tevans@yorkville.il.us
Like the Yorkville Parks and Recreation Department at:
<https://www.facebook.com/YorkvilleParksandRec/>
Register for classes at:
www.yorkvilleparksandrecreation.com



City of Yorkville 2.0: [Facebook](#), [Twitter](#), and [YouTube](#)



**PROPOSED 10'
SHARED-USE PATH**

ELDAMAIN

W. BEECHER

GALENA

E. BEECHER

N-BRIDGE

**Project Steel
557 ac**

**PROPOSED 10'
SHARED-USE PATH**

CORNEILS

■ ■ Proposed Shared-Use Path

 ▨ Project Steel Development



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

United City of Yorkville
 651 Prairie Pointe Drive
 Yorkville, IL 60560
 (630) 553-4350
<http://www.yorkville.il.us>

| NO. | DATE | REVISIONS |
|-----|------|-----------|
| | | |
| | | |
| | | |
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| | |
|--------------|-----------------------------------|
| DATE: | MAY 2025 |
| PROJECT NO.: | YO2508 |
| PATH: | H:\GIS\PUBLIC\YORKVILLE\2024\ |
| FILE: | YO2451_PROJECT STEEL PATH EXHIBIT |

PROJECT STEEL

**EXHIBIT XX
PROPOSED PATH LOCATIONS**

From: [Bart Olson](#)
To: [REDACTED]
Cc: [Jori Behland](#); [Krysti Barksdale-Noble](#)
Subject: RE: Written Comment for May 6th 2025 meeting
Date: Thursday, March 27, 2025 3:44:47 PM

Hello Elizabeth,

Thanks for providing these questions so far in advance. I can answer some of them now, and I will forward your questions and my responses to the aldermen in advance of the May meeting:

1) The plan provided shows water/storm basins being utilized throughout the plan to help mediate noise pollution to residences in addition to help create a more aesthetically pleasing environment. Why was there no plan to put a storm basin in front of my home that is located at the corner of Baseline Road and Mighell Rd? -I would like to formally request that this Plan be revised to include a storm basin located in front of my home that is similar to the majority of the homes surrounding this location.

a) City response - This is the first draft of a plan submitted by a petitioner with little feedback given so far by the City. I am acknowledging your request and we will communicate it to the developer and the committee members. On a technical basis, I am not sure if the area in front of your home will lend itself to a drainage basin, but I am guessing you would be more comfortable if there was more distance from your home to the buildings (i.e. maybe they can buffer the area with equivalent distances or noise reduction measures without a basin). The City has engaged a sound engineer that will be reviewing this site plan to see if there are ways we can improve it, and we will be recommending the developer to commit to a sound study post construction so we can monitor the noise in the area.

2) what is the developer and or committee doing about noise pollution? this large of a data center could cause significant noise pollution in this area to residents, causing neurological and mental health stressors in addition to medical issues and complications. These kinds of complications have been reported in numerous research studies by residence who live next to these types of data centers.

a) City response - I mentioned above about our sound engineer. We have spoken with our government counterparts in Loudoun County Virginia, which is the data center capital of the world. They have spoken a bit about noise complaints being the most frequent issue cited by neighbors, but they tended to downplay the severity of it compared to your assertion of medical issues and complications. If you have any research studies that you'd like us to review, please forward them along.

3) how much data is being processed or projected to be processed through this facility? How much of this data is identified as United States data, local data, and worldly data?

a) City response - I don't believe there are public estimates of the amount of data expected for this facility, nor am I familiar with that being a standard metric to study data centers elsewhere in the world. Usually, data centers are compared on an acreage, square footage, or power use basis. I don't believe there's a way to identify where the data originates publicly either (I suppose it would depend on the end-user of the systems within the building).

4) what is the plan and committee doing to help ensure safety of not just this data center, but the residence that live in this area. I'm speaking specifically not to cyber attacks but terrorism that could come in the form of destroying the data center-being that it could be providing significant data resources to individual throughout the world.

a) City response - The City is in touch with the Department of Homeland Security and the FBI Field Office in Chicago on these issues. Generally, the property will be heavily monitored by security guards and systems and all access to the development will be heavily restricted through gated access.

5) what is the developers plan to ensure that during the construction of this facility garbage and debris, including significant dust and dirt kick up is kept to a minimum and does not impact the residents who are living in this area?

a) City response - The City has robust development rules that address on-site cleanliness and street debris concerns. We also have rules about dust abatement during mass grading which involve on-site watering and other measures.

6) when it comes to cooling this facility why would the developers identify this area as a prime location for a data center that needs to be cooled significantly when during the spring to early fall months, this area is incredibly hot and humid.

a) City response - External temperature has little bearing on the internal operation of the buildings. Data centers are interested in this area primarily because it has adequate power supply and infrastructure.

7) how does the developer plan to mediate the cooling issue of this data center so that it doesn't impact local residence?

a) City response - I'm not sure what you mean here - but, the water usage of the buildings will be reviewed by the City to make sure we have adequate capacity, the power usage will be reviewed and endorsed by ComEd before a power allocation is given, and we're looking to manage any noise generated on site through the sound engineer review of the plans.

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

-----Original Message-----

From: Jori Behland <jBehland@yorkville.il.us>

Sent: Tuesday, March 25, 2025 2:08 PM

To: Krysti Barksdale-Noble <knoble@yorkville.il.us>; Bart Olson <BOlson@yorkville.il.us>

Cc: Monica Cisija <mcisija@yorkville.il.us>

Subject: FW: Written Comment for May 6th 2025 meeting

Please see the comments/questions below regarding Project Cardinal. Would you like us to forward this to the elected officials?

Thank you,

Jori Behland
City Clerk

651 Prairie Pointe • Yorkville, IL 60560

630-553-8567 (Direct)

630-553-4350 (City Hall)

jbehland@yorkville.il.us <https://linkprotect.cudasvc.com/url?>

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VDpnX2WVragfVpYGNIUV6sk8Kb0KJmNw,,&typo=1

-----Original Message-----

From: Elizabeth Fotopoulos <[REDACTED]>

Sent: Tuesday, March 25, 2025 1:18 PM
To: Jori Behland <jBehland@yorkville.il.us>
Subject: Written Comment for May 6th 2025 meeting

This is for the meeting on May 6th 2025
Elizabeth Fotopoulos
“Economic development committee: project cardinal data center”

My questions for the committee are

- 1) The plan provided shows water/storm basins being utilized throughout the plan to help mediate noise pollution to residences in addition to help create a more aesthetically pleasing environment. Why was there no plan to put a storm basin in front of my home that is located at the corner of Baseline Road and Mighell Rd?
-I would like to formally request that this Plan be revised to include a storm basin located in front of my home that is similar to the majority of the homes surrounding this location.
- 2) what is the developer and or committee doing about noise pollution? this large of a data center could cause significant noise pollution in this area to residents, causing neurological and mental health stressors in addition to medical issues and complications. These kinds of complications have been reported in numerous research studies by residence who live next to these types of data centers.
- 3) how much data is being processed or projected to be processed through this facility? How much of this data is identified as United States data, local data, and worldly data?
- 4)what is the plan and committee doing to help ensure safety of not just this data center, but the residence that live in this area. I'm speaking specifically not to cyber attacks but terrorism that could come in the form of destroying the data center-being that it could be providing significant data resources to individual throughout the world.
- 5) what is the developers plan to ensure that during the construction of this facility garbage and debris, including significant dust and dirt kick up is kept to a minimum and does not impact the residents who are living in this area?
- 6) when it comes to cooling this facility why would the developers identify this area as a prime location for a data center that needs to be cooled significantly when during the spring to early fall months, this area is incredibly hot and humid.
- 7) how does the developer plan to mediate the cooling issue of this data center so that it doesn't impact local residence?

Thank you,
Elizabeth

Sent from my iPhone



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

Agenda Item Number

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – June 24, 2025

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

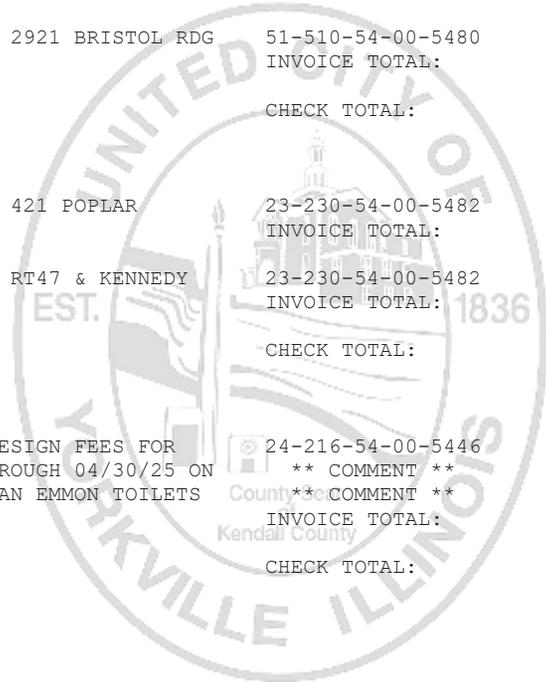
Council Action Requested: Approval

Submitted by: Amy Simmons Finance
Name Department

Agenda Item Notes:

CHECK DATE: 06/24/25

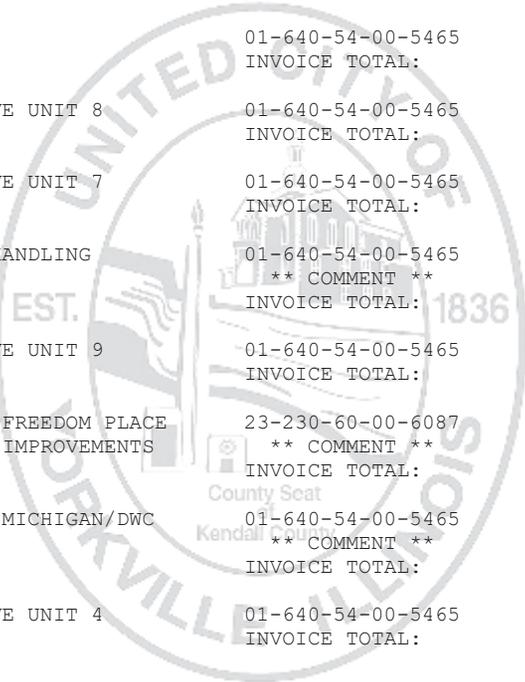
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| 542986 | AACVB | AURORA AREA CONVENTION | | | | | | |
| | 4/25-HOLIDAY | | 06/06/25 | 01 | HOLIDAY INN HOTEL TAX-APR 2025 | 01-640-54-00-5481 | 4,926.63 | |
| | | | | | | INVOICE TOTAL: | 4,926.63 * | |
| | 4/25-SUPER | | 06/05/25 | 01 | SUPER 8 HOTEL TAX-APR 2025 | 01-640-54-00-5481 | 979.23 | |
| | | | | | | INVOICE TOTAL: | 979.23 * | |
| | | | | | | CHECK TOTAL: | 5,905.86 | |
| 542987 | AEPENERG | AEP ENERGY | | | | | | |
| | 3025129065-060325 | | 06/03/25 | 01 | 02/27-04/01 2921 BRISTOL RDG | 51-510-54-00-5480 | 487.10 | |
| | | | | | | INVOICE TOTAL: | 487.10 * | |
| | | | | | | CHECK TOTAL: | 487.10 | |
| 542988 | COMED | COMMONWEALTH EDISON | | | | | | |
| | 6564924000-0425 | | 05/22/25 | 01 | 04/21-05/21 421 POPLAR | 23-230-54-00-5482 | 5,194.17 | |
| | | | | | | INVOICE TOTAL: | 5,194.17 * | |
| | 7706362222-0425 | | 05/22/25 | 01 | 04/21-05/21 RT47 & KENNEDY | 23-230-54-00-5482 | 1,414.33 | |
| | | | | | | INVOICE TOTAL: | 1,414.33 * | |
| | | | | | | CHECK TOTAL: | 6,608.50 | |
| 542989 | CORDOGAN | CORDOGAN CLARK & ASSOCIATES | | | | | | |
| | 28195 | | 05/15/25 | 01 | SCHEMATIC DESIGN FEES FOR | 24-216-54-00-5446 | 1,850.00 | |
| | | | | 02 | SERVICES THROUGH 04/30/25 ON | ** COMMENT ** | | |
| | | | | 03 | YORKVILLE VAN EMMON TOILETS | ** COMMENT ** | | |
| | | | | | | INVOICE TOTAL: | 1,850.00 * | |
| | | | | | | CHECK TOTAL: | 1,850.00 | |
| 542990 | EET | ENGINEERING ENTERPRISES, INC. | | | | | | |



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

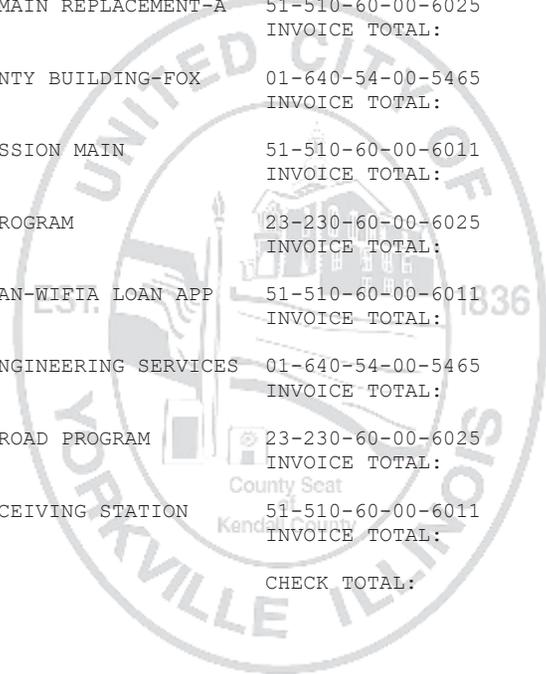
CHECK DATE: 06/24/25

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT | |
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| 542990 | EEI | ENGINEERING ENTERPRISES, INC. | | | | | | |
| | 83637 | | 05/29/25 | 01 | NORTH RT47 IMPROVEMENTS | 01-640-54-00-5465 | 117.00 | |
| | | | | | | INVOICE TOTAL: | 117.00 * | |
| | 83638 | | 05/29/25 | 01 | TRAFFIC CONTROL SIGNAGE & | 01-640-54-00-5465 | 9,166.50 | |
| | | | | 02 | MARKINGS | ** COMMENT ** | | |
| | | | | | | INVOICE TOTAL: | 9,166.50 * | |
| | 83639 | | 05/29/25 | 01 | UTILITY PERMIT REVIEWS | 01-640-54-00-5465 | 2,173.50 | |
| | | | | | | INVOICE TOTAL: | 2,173.50 * | |
| | 83640 | | 05/29/25 | 01 | PRESTWICK | 01-640-54-00-5465 | 267.00 | |
| | | | | | | INVOICE TOTAL: | 267.00 * | |
| | 83641 | | 05/29/25 | 01 | GRANDE RESERVE UNIT 8 | 01-640-54-00-5465 | 794.00 | |
| | | | | | | INVOICE TOTAL: | 794.00 * | |
| | 83643 | | 05/29/25 | 01 | GRANDE RESERVE UNIT 7 | 01-640-54-00-5465 | 94.00 | |
| | | | | | | INVOICE TOTAL: | 94.00 * | |
| | 83645 | | 05/29/25 | 01 | YBSD SOLIDS HANDLING | 01-640-54-00-5465 | 1,169.00 | |
| | | | | 02 | IMPROVEMENTS | ** COMMENT ** | | |
| | | | | | | INVOICE TOTAL: | 1,169.00 * | |
| | 83646 | | 05/29/25 | 01 | GRANDE RESERVE UNIT 9 | 01-640-54-00-5465 | 949.00 | |
| | | | | | | INVOICE TOTAL: | 949.00 * | |
| | 83649 | | 05/29/25 | 01 | KENNEDY RD & FREEDOM PLACE | 23-230-60-00-6087 | 264.50 | |
| | | | | 02 | INTERSECTION IMPROVEMENTS | ** COMMENT ** | | |
| | | | | | | INVOICE TOTAL: | 264.50 * | |
| | 83651 | | 05/29/25 | 01 | GENERAL LAKE MICHIGAN/DWC | 01-640-54-00-5465 | 315.00 | |
| | | | | 02 | COORDINATION | ** COMMENT ** | | |
| | | | | | | INVOICE TOTAL: | 315.00 * | |
| | 83654 | | 05/29/25 | 01 | GRANDE RESERVE UNIT 4 | 01-640-54-00-5465 | 94.00 | |
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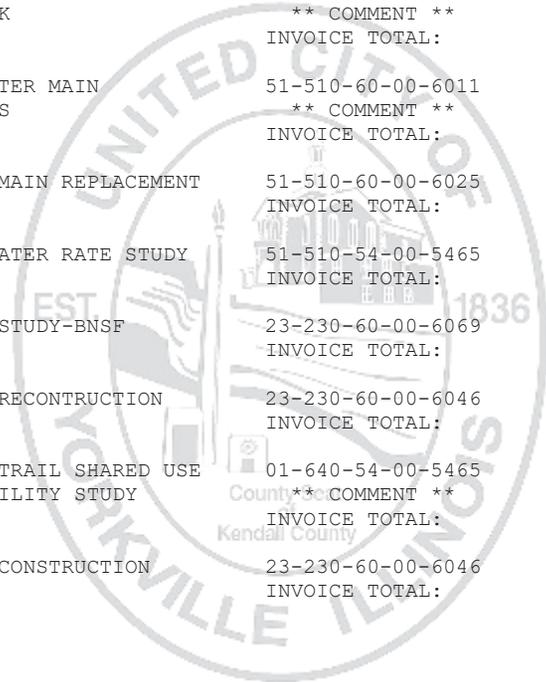
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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 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 | | |

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT | |
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| 542990 | EEI | ENGINEERING ENTERPRISES, INC. | | | | | | |
| | 83655 | | 05/29/25 | 01 | LAKE MICHIGAN | 51-510-60-00-6011 | 723.00 | |
| | | | | 02 | CONNECTION-CORROSION CONTROL | ** COMMENT ** | | |
| | | | | 03 | STUDY | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 723.00 * | |
| | 83656 | | 06/09/25 | 01 | WATER AUDIT & NON-REVENUE | 51-510-54-00-5465 | 234.00 | |
| | | | | 02 | WATER REDUCTION | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 234.00 * | |
| | 83658 | | 05/29/25 | 01 | 2024 WATER MAIN REPLACEMENT-A | 51-510-60-00-6025 | 795.00 | |
| | | | | | INVOICE TOTAL: | | 795.00 * | |
| | 83659 | | 05/29/25 | 01 | KENDALL COUNTY BUILDING-FOX | 01-640-54-00-5465 | 105.00 | |
| | | | | | INVOICE TOTAL: | | 105.00 * | |
| | 83661 | | 05/29/25 | 01 | DWC TRANSMISSION MAIN | 51-510-60-00-6011 | 157.50 | |
| | | | | | INVOICE TOTAL: | | 157.50 * | |
| | 83662 | | 05/29/25 | 01 | 2024 ROAD PROGRAM | 23-230-60-00-6025 | 204.00 | |
| | | | | | INVOICE TOTAL: | | 204.00 * | |
| | 83664 | | 05/29/25 | 01 | LAKE MICHIGAN-WIFIA LOAN APP | 51-510-60-00-6011 | 2,068.50 | |
| | | | | | INVOICE TOTAL: | | 2,068.50 * | |
| | 83665 | | 05/29/25 | 01 | MUNICIPAL ENGINEERING SERVICES | 01-640-54-00-5465 | 1,900.00 | |
| | | | | | INVOICE TOTAL: | | 1,900.00 * | |
| | 83669 | | 05/29/25 | 01 | 2024 LOCAL ROAD PROGRAM | 23-230-60-00-6025 | 1,348.00 | |
| | | | | | INVOICE TOTAL: | | 1,348.00 * | |
| | 83670 | | 05/29/25 | 01 | LM-SOUTH RECEIVING STATION | 51-510-60-00-6011 | 19,190.50 | |
| | | | | | INVOICE TOTAL: | | 19,190.50 * | |
| | | | | | CHECK TOTAL: | | 42,129.00 | |



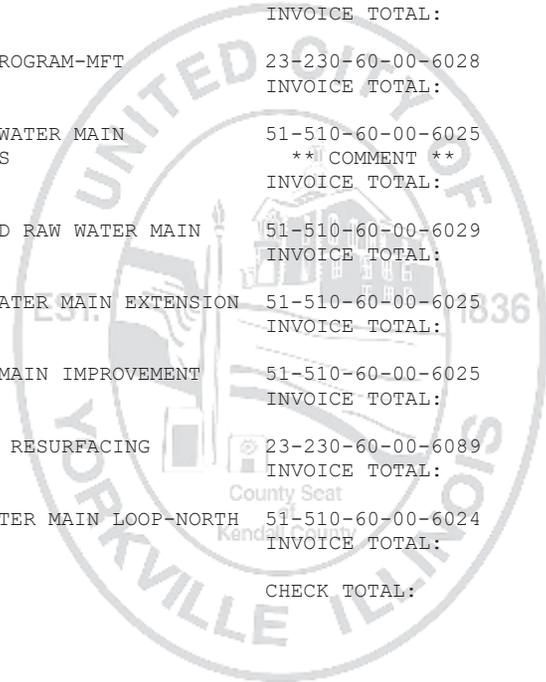
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|--------|-------------------------|--------|----------------------------|--------|---------------------------|--------|------------------|
| 01-110 | ADMIN | 12-112 | SUNFLOWER SSA | 25-225 | PARK & RECREATION CAPITAL | 84-840 | LIBRARY CAPITAL |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

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT | |
|---------|----------|-------------------------------|--------------|--------|-----------------------------|-------------------|-------------|--|
| 542991 | EEI | ENGINEERING ENTERPRISES, INC. | | | | | | |
| | 83671 | | 05/29/25 | 01 | LM-SOUTH RECEIVING STATION | 51-510-60-00-6011 | 48,172.39 | |
| | | | | 02 | STANDPIPE | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 48,172.39 * | |
| | | | | | CHECK TOTAL: | | 48,172.39 | |
| 542992 | EEI | ENGINEERING ENTERPRISES, INC. | | | | | | |
| | 83672 | | 05/29/25 | 01 | LM-NORTHWEST ELEVATED WATER | 51-510-60-00-6011 | 2,585.14 | |
| | | | | 02 | STORAGE TANK | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 2,585.14 * | |
| | 83673 | | 05/29/25 | 01 | LM-RT126 WATER MAIN | 51-510-60-00-6011 | 18,649.00 | |
| | | | | 02 | IMPROVEMENTS | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 18,649.00 * | |
| | 83675 | | 05/29/25 | 01 | 2025 WATER MAIN REPLACEMENT | 51-510-60-00-6025 | 1,048.02 | |
| | | | | | INVOICE TOTAL: | | 1,048.02 * | |
| | 83676 | | 05/29/25 | 01 | YORKVILLE WATER RATE STUDY | 51-510-54-00-5465 | 13,391.00 | |
| | | | | | INVOICE TOTAL: | | 13,391.00 * | |
| | 83677 | | 05/29/25 | 01 | QUIET ZONE STUDY-BNSF | 23-230-60-00-6069 | 475.00 | |
| | | | | | INVOICE TOTAL: | | 475.00 * | |
| | 83678 | | 05/29/25 | 01 | BEECHER RD RECONSTRUCTION | 23-230-60-00-6046 | 3,884.73 | |
| | | | | | INVOICE TOTAL: | | 3,884.73 * | |
| | 83679 | | 05/29/25 | 01 | CANNONBALL TRAIL SHARED USE | 01-640-54-00-5465 | 1,176.00 | |
| | | | | 02 | PATH-FEASIBILITY STUDY | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 1,176.00 * | |
| | 83680 | | 05/29/25 | 01 | FAXON RD RECONSTRUCTION | 23-230-60-00-6046 | 5,376.90 | |
| | | | | | INVOICE TOTAL: | | 5,376.90 * | |



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

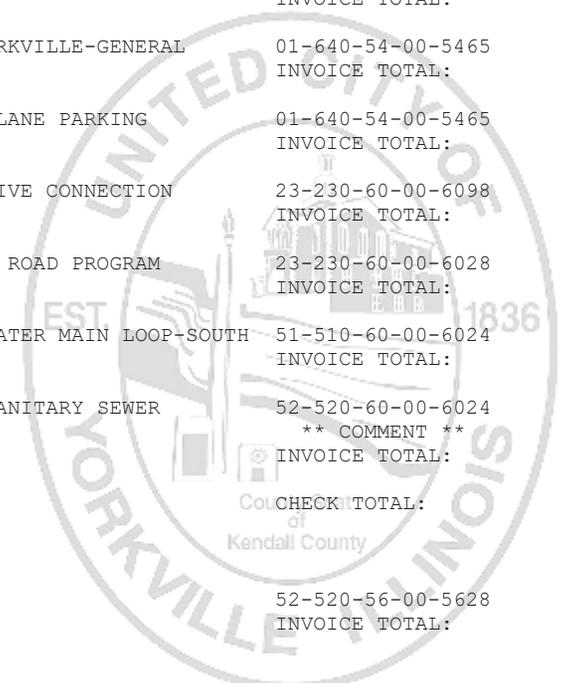
| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT | |
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| 542992 | EEI | ENGINEERING ENTERPRISES, INC. | | | | | | |
| | 83682 | | 05/29/25 | 01 | KENNEDY RD ROADWAY | 23-230-60-00-6040 | 3,260.50 | |
| | | | | 02 | IMPROVEMENTS-PHASE 1 | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 3,260.50 * | |
| | 83684 | | 05/29/25 | 01 | WWS NEEDS ASSESSMENT | 01-640-54-00-5465 | 2,100.00 | |
| | | | | 02 | CALCULATIONS UPDATE | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 2,100.00 * | |
| | 83685 | | 05/29/25 | 01 | QUIET ZONE STUDY-DOWNTOWN | 23-230-60-00-6069 | 139.50 | |
| | | | | | INVOICE TOTAL: | | 139.50 * | |
| | 83687 | | 05/29/25 | 01 | 2025 ROAD PROGRAM-MFT | 23-230-60-00-6028 | 6,958.32 | |
| | | | | | INVOICE TOTAL: | | 6,958.32 * | |
| | 83688 | | 05/29/25 | 01 | EAST ALLEY WATER MAIN | 51-510-60-00-6025 | 8,188.67 | |
| | | | | 02 | IMPROVEMENTS | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 8,188.67 * | |
| | 83689 | | 05/29/25 | 01 | WELL #10 AND RAW WATER MAIN | 51-510-60-00-6029 | 10,015.00 | |
| | | | | | INVOICE TOTAL: | | 10,015.00 * | |
| | 83690 | | 05/29/25 | 01 | CENTER ST WATER MAIN EXTENSION | 51-510-60-00-6025 | 2,216.25 | |
| | | | | | INVOICE TOTAL: | | 2,216.25 * | |
| | 83694 | | 05/29/25 | 01 | 2026 WATER MAIN IMPROVEMENT | 51-510-60-00-6025 | 6,170.00 | |
| | | | | | INVOICE TOTAL: | | 6,170.00 * | |
| | 83695 | | 05/29/25 | 01 | E.VAN EMMON RESURFACING | 23-230-60-00-6089 | 5,148.62 | |
| | | | | | INVOICE TOTAL: | | 5,148.62 * | |
| | 83696 | | 05/29/25 | 02 | ELDAMAIN WATER MAIN LOOP-NORTH | 51-510-60-00-6024 | 52,018.50 | |
| | | | | | INVOICE TOTAL: | | 52,018.50 * | |
| | | | | | CHECK TOTAL: | | 142,801.15 | |



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

CHECK DATE: 06/24/25

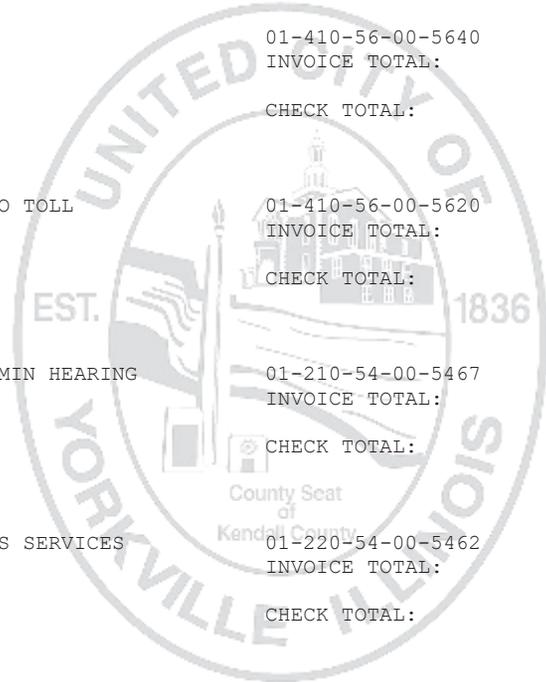
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|---------|----------|-------------------------------|--------------|--------|--------------------------------|-------------------|-------------|--|
| 542993 | EEI | ENGINEERING ENTERPRISES, INC. | | | | | | |
| | 83697 | | 05/29/25 | 01 | PUBLIC WORKS SITE-BOOMBAH BLVD | 24-216-60-00-6042 | 17,738.82 | |
| | | | | | | INVOICE TOTAL: | 17,738.82 * | |
| | | | | | | CHECK TOTAL: | 17,738.82 | |
| 542994 | EEI | ENGINEERING ENTERPRISES, INC. | | | | | | |
| | 83698 | | 05/29/25 | 01 | LM-NORTH RECEIVING STATION | 51-510-60-00-6011 | 5,706.98 | |
| | | | | | | INVOICE TOTAL: | 5,706.98 * | |
| | 83699 | | 05/29/25 | 01 | CITY OF YORKVILLE-GENERAL | 01-640-54-00-5465 | 2,985.25 | |
| | | | | | | INVOICE TOTAL: | 2,985.25 * | |
| | 83700 | | 05/29/25 | 01 | NORTHLAND LANE PARKING | 01-640-54-00-5465 | 5,491.00 | |
| | | | | | | INVOICE TOTAL: | 5,491.00 * | |
| | 83701 | | 05/29/25 | 01 | BERTRAM DRIVE CONNECTION | 23-230-60-00-6098 | 10,021.00 | |
| | | | | | | INVOICE TOTAL: | 10,021.00 * | |
| | 83702 | | 05/29/25 | 01 | 2025 LOCAL ROAD PROGRAM | 23-230-60-00-6028 | 20,610.30 | |
| | | | | | | INVOICE TOTAL: | 20,610.30 * | |
| | 83703 | | 05/29/25 | 01 | ELDAMAIN WATER MAIN LOOP-SOUTH | 51-510-60-00-6024 | 32,053.00 | |
| | | | | | | INVOICE TOTAL: | 32,053.00 * | |
| | 83704 | | 05/29/25 | 01 | SOUTHERN SANITARY SEWER | 52-520-60-00-6024 | 23,103.75 | |
| | | | | 02 | CONNECTION | ** COMMENT ** | | |
| | | | | | | INVOICE TOTAL: | 23,103.75 * | |
| | | | | | | CHECK TOTAL: | 99,971.28 | |
| 542995 | EJ EQUIP | EJ EQUIPMENT | | | | | | |
| | P49156 | | 11/13/24 | 01 | CYLINDERS | 52-520-56-00-5628 | 132.33 | |
| | | | | | | INVOICE TOTAL: | 132.33 * | |



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

CHECK DATE: 06/24/25

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|---------------------|----------------------------|--------------|--------|--------------------------|-------------------|-------------|
| 542995 | EJ EQUIP | EJ EQUIPMENT | | | | | |
| | W18613 | | 11/14/24 | 01 | REPLACE HYDRAULIC FILTER | 52-520-54-00-5490 | 601.77 |
| | | | | | | INVOICE TOTAL: | 601.77 * |
| | W18815 | | 02/21/25 | 01 | REPAIR DEBRIS TANK | 52-520-54-00-5490 | 11,694.18 |
| | | | | | | INVOICE TOTAL: | 11,694.18 * |
| | | | | | | CHECK TOTAL: | 12,428.28 |
| 542996 | GROUND | GROUND EFFECTS INC. | | | | | |
| | 499689-000 | | 09/05/24 | 01 | DIRT | 01-410-56-00-5640 | 504.00 |
| | | | | | | INVOICE TOTAL: | 504.00 * |
| | | | | | | CHECK TOTAL: | 504.00 |
| 542997 | ILTOLL | ILLINOIS TOLLWAY | | | | | |
| | VN5307587612 | | 04/24/25 | 01 | UNPAID VIDEO TOLL | 01-410-56-00-5620 | 50.35 |
| | | | | | | INVOICE TOTAL: | 50.35 * |
| | | | | | | CHECK TOTAL: | 50.35 |
| 542998 | INGEMUNS | INGEMUNSON LAW OFFICES LTD | | | | | |
| | 13287A | | 06/02/25 | 01 | APR 2025 ADMIN HEARING | 01-210-54-00-5467 | 150.00 |
| | | | | | | INVOICE TOTAL: | 150.00 * |
| | | | | | | CHECK TOTAL: | 150.00 |
| 542999 | KCGIS | KENDALL COUNTY GIS | | | | | |
| | KCGIS-YRKVL-FY25-Q2 | | 06/09/25 | 01 | MAR 2025 GIS SERVICES | 01-220-54-00-5462 | 3,294.00 |
| | | | | | | INVOICE TOTAL: | 3,294.00 * |
| | | | | | | CHECK TOTAL: | 3,294.00 |

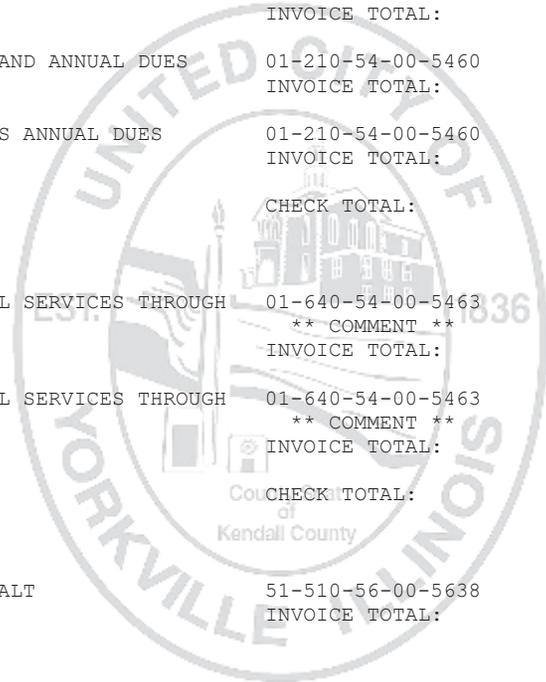


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| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520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

CHECK DATE: 06/24/25

FY 25

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT | |
|---------|----------|-------------------------------|--------------|--------|--------------------------------|-------------------|------------|--|
| 543000 | KENCOM | KENCOM PUBLIC SAFETY DISPATCH | | | | | | |
| | 694-A | | 06/04/25 | 01 | MAR-APR 2025 IP FLEXIBLE REACH | 01-640-54-00-5449 | 77.04 | |
| | | | | 02 | MONTHLY FEES | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 77.04 * | |
| | | | | | CHECK TOTAL: | | 77.04 | |
| 543001 | KENDCPA | KENDALL COUNTY CHIEFS OF | | | | | | |
| | 1256 | | 06/06/25 | 01 | SRT ANNUAL DUES | 01-210-54-00-5460 | 2,500.00 | |
| | | | | | INVOICE TOTAL: | | 2,500.00 * | |
| | 1260 | | 06/06/25 | 01 | MOBILE COMMAND ANNUAL DUES | 01-210-54-00-5460 | 500.00 | |
| | | | | | INVOICE TOTAL: | | 500.00 * | |
| | 1265 | | 06/06/25 | 01 | MAJOR CRIMES ANNUAL DUES | 01-210-54-00-5460 | 500.00 | |
| | | | | | INVOICE TOTAL: | | 500.00 * | |
| | | | | | CHECK TOTAL: | | 3,500.00 | |
| 543002 | LANEMUCH | LANER, MUCHIN, LTD | | | | | | |
| | 688777 | | 04/01/25 | 01 | PROFESSIONAL SERVICES THROUGH | 01-640-54-00-5463 | 562.50 | |
| | | | | 02 | 03/20/25 | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 562.50 * | |
| | 694019 | | 05/01/25 | 01 | PROFESSIONAL SERVICES THROUGH | 01-640-54-00-5463 | 393.75 | |
| | | | | 02 | 04/20/25 | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 393.75 * | |
| | | | | | CHECK TOTAL: | | 956.25 | |
| 543003 | MIDWSALT | MIDWEST SALT | | | | | | |
| | P478759 | | 01/03/25 | 01 | BULK ROCK SALT | 51-510-56-00-5638 | 3,631.94 | |
| | | | | | INVOICE TOTAL: | | 3,631.94 * | |

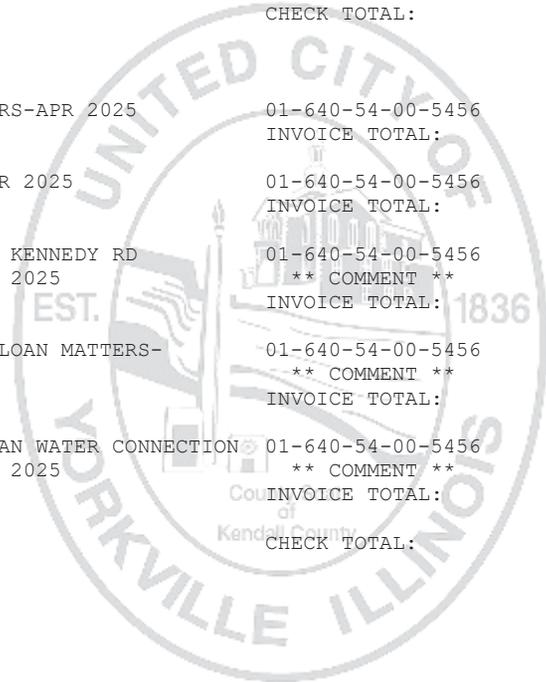


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| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520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

CHECK DATE: 06/24/25

FY 25

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|----------|-----------------|--------------|--------|--------------------------------|-------------------|------------|
| 543003 | MIDWSALT | MIDWEST SALT | | | | | |
| | P478760 | | 01/03/25 | 01 | BULK ROCK SALT | 51-510-56-00-5638 | 3,705.64 |
| | | | | | | INVOICE TOTAL: | 3,705.64 * |
| | P480892 | | 02/01/25 | 01 | BULK ROCK SALT | 51-510-56-00-5638 | 3,229.08 |
| | | | | | | INVOICE TOTAL: | 3,229.08 * |
| | P480893 | | 02/01/25 | 01 | BULK ROCK SALT | 51-510-56-00-5638 | 3,187.39 |
| | | | | | | INVOICE TOTAL: | 3,187.39 * |
| | | | | | | CHECK TOTAL: | 13,754.05 |
| 543004 | OTTOSEN | OTTOSEN DINOLFO | | | | | |
| | 14311 | | 04/30/25 | 01 | ADMIN MATTERS-APR 2025 | 01-640-54-00-5456 | 9,899.92 |
| | | | | | | INVOICE TOTAL: | 9,899.92 * |
| | 14312 | | 04/30/25 | 01 | MEETINGS-APR 2025 | 01-640-54-00-5456 | 1,600.00 |
| | | | | | | INVOICE TOTAL: | 1,600.00 * |
| | 14314 | | 04/30/25 | 01 | WIDENING OF KENNEDY RD | 01-640-54-00-5456 | 598.00 |
| | | | | 02 | MATTERS-APR 2025 | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 598.00 * |
| | 14316 | | 04/30/25 | 01 | IEPA WATER LOAN MATTERS- | 01-640-54-00-5456 | 1,702.00 |
| | | | | 02 | APR 2025 | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 1,702.00 * |
| | 14321 | | 04/30/25 | 01 | LAKE MICHIGAN WATER CONNECTION | 01-640-54-00-5456 | 3,139.50 |
| | | | | 02 | MATTERS-APR 2025 | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 3,139.50 * |
| | | | | | | CHECK TOTAL: | 16,939.42 |



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

CHECK DATE: 06/24/25

FY 25

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|----------|----------------|--------------|--------|-----------------------------|-------------------|------------|
| 543005 | SEBIS | SEBIS DIRECT | | | | | |
| | 118904 | | 05/16/25 | 01 | APR 2025 UB PENALTY BILLING | 01-120-54-00-5430 | 19.83 |
| | | | | 02 | APR 2025 UB PENALTY BILLING | 51-510-54-00-5430 | 26.56 |
| | | | | 03 | APR 2025 UB PENALTY BILLING | 52-520-54-00-5430 | 12.39 |
| | | | | 04 | APR 2025 UB PENALTY BILLING | 79-795-54-00-5426 | 155.55 |
| | | | | | INVOICE TOTAL: | | 214.33 * |
| | | | | | CHECK TOTAL: | | 214.33 |
| | | | | | TOTAL AMOUNT PAID: | | 417,531.82 |



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

CHECK DATE: 06/11/25

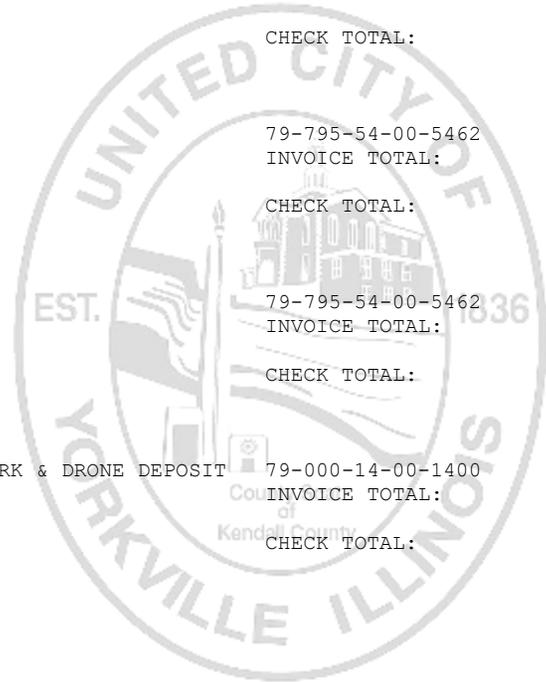
| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|-------------------|----------------------------|--------------|------------------------------|--------------------|------------|----------|
| 542985 | LAWCORP | THE LAW OFFICE CORPORATION | | | | | |
| | 061125-EAST ALLEY | 06/11/25 | 01 | EASY ALLEY WATERMAIN PROJECT | 51-510-60-00-6025 | 2,500.00 | |
| | | | | | INVOICE TOTAL: | 2,500.00 * | |
| | | | | | CHECK TOTAL: | | 2,500.00 |
| | | | | | TOTAL AMOUNT PAID: | | 2,500.00 |



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

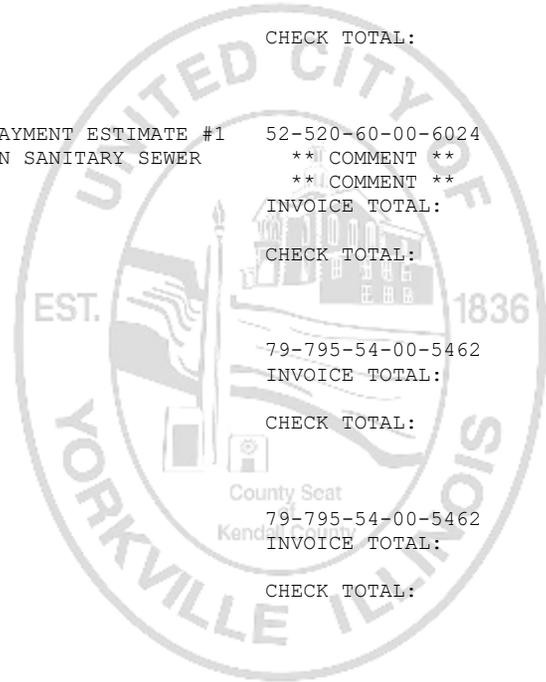
CHECK DATE: 06/13/25

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|--------------------|--------------------------------|--------------|--------|-------------------------------|-------------------|-------------|
| 542962 | BEEBED | DAVID BEEBE | | | | | |
| | 05/31-06/06 | | 06/09/25 | 01 | UMPIRE | 79-795-54-00-5462 | 75.00 |
| | | | | | | INVOICE TOTAL: | 75.00 * |
| | | | | | | CHECK TOTAL: | 75.00 |
| 542963 | BOCEKL | LIAM BOCEK | | | | | |
| | 05/31-06/06 | | 06/09/25 | 01 | UMPIRE | 79-795-54-00-5462 | 35.00 |
| | | | | | | INVOICE TOTAL: | 35.00 * |
| | | | | | | CHECK TOTAL: | 35.00 |
| 542964 | BOOKERR | ROBERT G. BOOKER | | | | | |
| | 05/31-06/06 | | 06/09/25 | 01 | UMPIRE | 79-795-54-00-5462 | 90.00 |
| | | | | | | INVOICE TOTAL: | 90.00 * |
| | | | | | | CHECK TOTAL: | 90.00 |
| 542965 | CALHOUNC | CAMDEN CALHOUN | | | | | |
| | 05/31-06/06 | | 06/09/25 | 01 | UMPIRE | 79-795-54-00-5462 | 115.00 |
| | | | | | | INVOICE TOTAL: | 115.00 * |
| | | | | | | CHECK TOTAL: | 115.00 |
| 542966 | CHIDRONE | CHICAGO DRONE LIGHT SHOWS, INC | | | | | |
| | 2026 FIREWORKS-DEP | | 06/09/25 | 01 | 2026 FIREWORK & DRONE DEPOSIT | 79-000-14-00-1400 | 18,750.00 |
| | | | | | | INVOICE TOTAL: | 18,750.00 * |
| | | | | | | CHECK TOTAL: | 18,750.00 |
| 542967 | CULLENT | TREVOR CULLEN | | | | | |



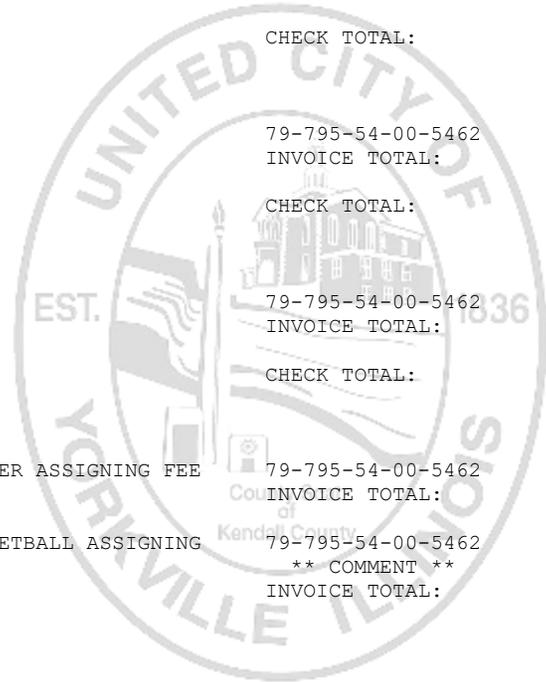
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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE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

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|------------------|-------------------------|--------------|--------|-------------------------------|-------------------|--------------|
| 542967 | CULLENT | TREVOR CULLEN | | | | | |
| | 05/31-06/06 | | 06/09/25 | 01 | UMPIRE | 79-795-54-00-5462 | 70.00 |
| | | | | | | INVOICE TOTAL: | 70.00 * |
| | | | | | | CHECK TOTAL: | 70.00 |
| 542968 | FENILIJ | JOSHUA FENILI | | | | | |
| | 060525 | | 06/05/25 | 01 | UMPIRE | 79-795-54-00-5462 | 168.00 |
| | | | | | | INVOICE TOTAL: | 168.00 * |
| | | | | | | CHECK TOTAL: | 168.00 |
| 542969 | FISCHER | FISCHER EXCAVATING, INC | | | | | |
| | 060225-PAY EST#1 | | 06/02/25 | 01 | ENGINEERS PAYMENT ESTIMATE #1 | 52-520-60-00-6024 | 474,924.60 |
| | | | | 02 | FOR SOUTHERN SANITARY SEWER | ** COMMENT ** | |
| | | | | 03 | CONNECTION | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 474,924.60 * |
| | | | | | | CHECK TOTAL: | 474,924.60 |
| 542970 | FISHERJ | JOHN FISHER | | | | | |
| | 05/31-06/06 | | 06/09/25 | 01 | UMPIRE | 79-795-54-00-5462 | 75.00 |
| | | | | | | INVOICE TOTAL: | 75.00 * |
| | | | | | | CHECK TOTAL: | 75.00 |
| 542971 | GAMBROK | KATE GAMBRO | | | | | |
| | 05/31-06/06 | | 06/09/25 | 01 | UMPIRE | 79-795-54-00-5462 | 160.00 |
| | | | | | | INVOICE TOTAL: | 160.00 * |
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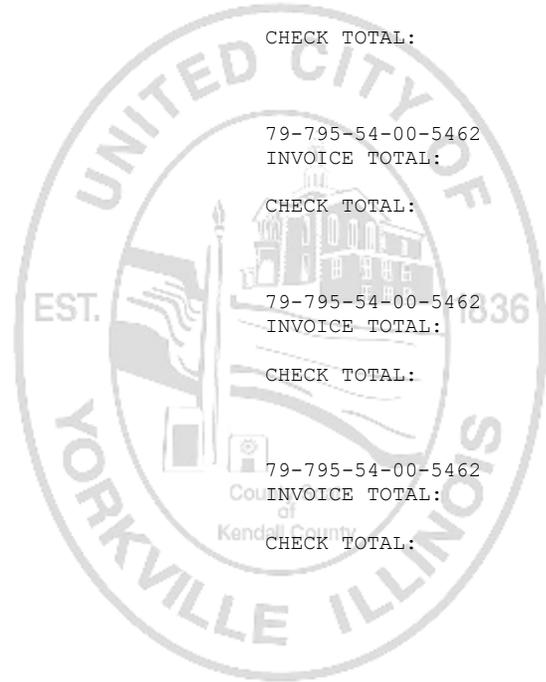
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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 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 | | |

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|----------------------|-----------------------|--------------|--------|-----------------------------|-------------------|----------|
| 542972 | GONZALER | RAYMUNDO GONZALEZ | | | | | |
| | 05/31-06/06 | | 06/09/25 | 01 | UMPIRE | 79-795-54-00-5462 | 150.00 |
| | | | | | | INVOICE TOTAL: | 150.00 * |
| | | | | | | CHECK TOTAL: | 150.00 |
| 542973 | HUNTR | RUSSEL J. HUNT | | | | | |
| | 05/31-06/06 | | 06/09/25 | 01 | REFEREE | 79-795-54-00-5462 | 300.00 |
| | | | | | | INVOICE TOTAL: | 300.00 * |
| | | | | | | CHECK TOTAL: | 300.00 |
| 542974 | KNICKERJ | JACKSON KNICKERBOCKER | | | | | |
| | 05/31-06/06 | | 06/09/25 | 01 | UMPIRE | 79-795-54-00-5462 | 70.00 |
| | | | | | | INVOICE TOTAL: | 70.00 * |
| | | | | | | CHECK TOTAL: | 70.00 |
| 542975 | KOCURJ | JAXSON KOCUR | | | | | |
| | 05/31-06/06 | | 06/09/25 | 01 | UMPIRE | 79-795-54-00-5462 | 45.00 |
| | | | | | | INVOICE TOTAL: | 45.00 * |
| | | | | | | CHECK TOTAL: | 45.00 |
| 542976 | OLEARYC | CYNTHIA O'LEARY | | | | | |
| | REC SPRING 2025 | | 05/29/25 | 01 | SPRING SOCCER ASSIGNING FEE | 79-795-54-00-5462 | 690.00 |
| | | | | | | INVOICE TOTAL: | 690.00 * |
| | YORKVILLE REC BASKET | | 05/29/25 | 01 | SUMMER BASKETBALL ASSIGNING | 79-795-54-00-5462 | 228.00 |
| | | | | 02 | FEE | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 228.00 * |



| | | | | | | | |
|--------|-------------------------|--------|----------------------------|--------|---------------------------|--------|------------------|
| 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 | | | | |

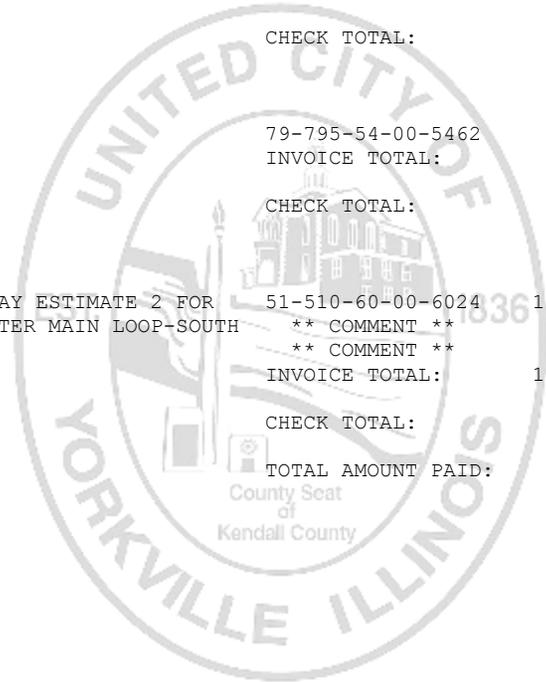
| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|----------------------|---------------------|--------------|-------------------------------|-------------------|-----------|----------|
| 542976 | OLEARYC | CYNTHIA O'LEARY | | | | | |
| | YORKVILLE REC KICKBA | 06/09/25 | 01 | SPRING KICKBALL ASSIGNING FEE | 79-795-54-00-5462 | 114.00 | |
| | | | | | INVOICE TOTAL: | 114.00 * | |
| | | | | | CHECK TOTAL: | | 1,032.00 |
| 542977 | OLEARYM | MARTIN J. O'LEARY | | | | | |
| | 05/31-06/06 | 06/09/25 | 01 | UMPIRE | 79-795-54-00-5462 | 100.00 | |
| | | | | | INVOICE TOTAL: | 100.00 * | |
| | | | | | CHECK TOTAL: | | 100.00 |
| 542978 | PACHONE | EDWIN PACHON | | | | | |
| | 05/31-06/06 | 06/09/25 | 01 | REFEREE | 79-795-54-00-5462 | 300.00 | |
| | | | | | INVOICE TOTAL: | 300.00 * | |
| | | | | | CHECK TOTAL: | | 300.00 |
| 542979 | PILKINGP | PAYTON M PILKINGTON | | | | | |
| | 05/31-06/06 | 06/09/25 | 01 | UMPIRE | 79-795-54-00-5462 | 35.00 | |
| | | | | | INVOICE TOTAL: | 35.00 * | |
| | | | | | CHECK TOTAL: | | 35.00 |
| 542980 | RADCLIFK | KEVIN RADCLIFFE | | | | | |
| | 05/31-06/06 | 06/09/25 | 01 | UMPIRE | 79-795-54-00-5462 | 75.00 | |
| | | | | | INVOICE TOTAL: | 75.00 * | |
| | | | | | CHECK TOTAL: | | 75.00 |
| 542981 | RIETZR | ROBERT L. RIETZ JR. | | | | | |



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

CHECK DATE: 06/13/25

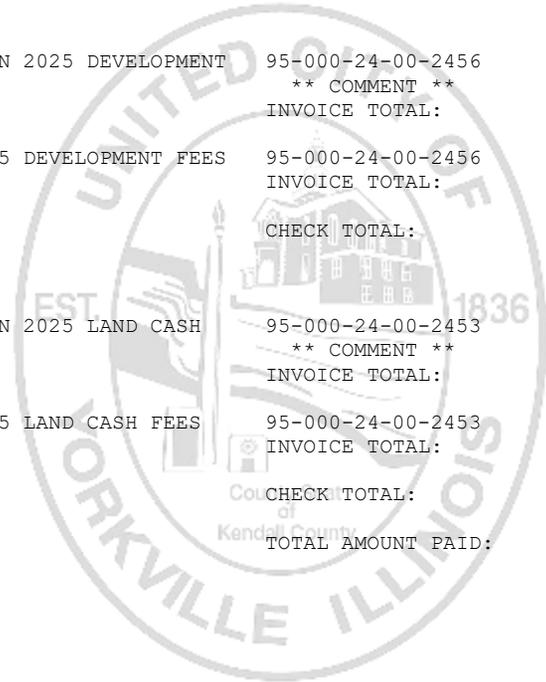
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|---------|------------------|---------------------------|--------------|--------|--------------------------------|--------------------|----------------|
| 542981 | RIETZR | ROBERT L. RIETZ JR. | | | | | |
| | 060525 | | 06/05/25 | 01 | UMPIRE | 79-795-54-00-5462 | 168.00 |
| | | | | | | INVOICE TOTAL: | 168.00 * |
| | | | | | | CHECK TOTAL: | 168.00 |
| 542982 | VOITIKM | MICHAEL VOITIK | | | | | |
| | 060525 | | 06/05/25 | 01 | UMPIRE | 79-795-54-00-5462 | 168.00 |
| | | | | | | INVOICE TOTAL: | 168.00 * |
| | | | | | | CHECK TOTAL: | 168.00 |
| 542983 | WALTJOSH | JOSH WALTERS | | | | | |
| | 05/31-06/06 | | 06/09/25 | 01 | UMPIRE | 79-795-54-00-5462 | 75.00 |
| | | | | | | INVOICE TOTAL: | 75.00 * |
| | | | | | | CHECK TOTAL: | 75.00 |
| 542984 | WINNINGE | WINNINGER EXCAVATING INC. | | | | | |
| | PAY EST#2-6/4/25 | | 06/04/25 | 01 | ENGINEERS PAY ESTIMATE 2 FOR | 51-510-60-00-6024 | 1,050,762.08 |
| | | | | 02 | ELDAMAIN WATER MAIN LOOP-SOUTH | ** COMMENT ** | |
| | | | | 03 | CONTRACT | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 1,050,762.08 * |
| | | | | | | CHECK TOTAL: | 1,050,762.08 |
| | | | | | | TOTAL AMOUNT PAID: | 1,547,742.68 |



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

CHECK DATE: 06/17/25

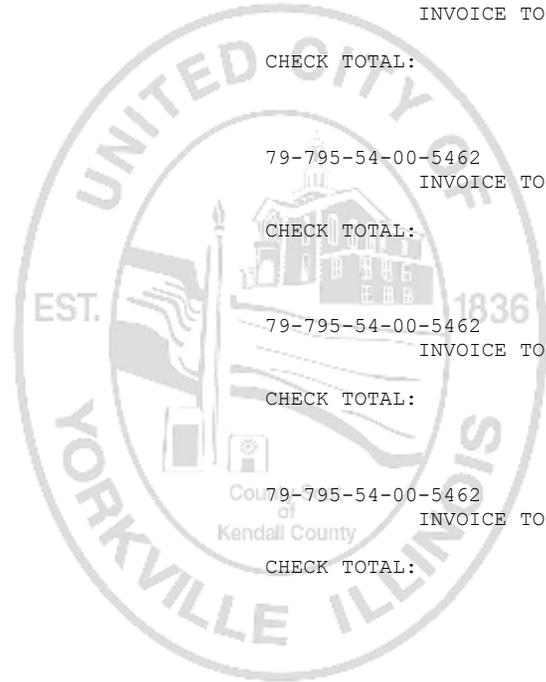
| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT | |
|---------|-----------|------------------------------|--------------|--------|-------------------------------|--------------------|-------------|--|
| 543081 | BKFD | BRISTOL KENDALL FIRE DEPART. | | | | | | |
| | 013125-LC | | 06/12/25 | 01 | NOV 2024-JAN 2025 DEVELOPMENT | 95-000-24-00-2452 | 72,617.30 | |
| | | | | 02 | FEES | ** COMMENT ** | | |
| | | | | | | INVOICE TOTAL: | 72,617.30 * | |
| | 043025-LC | | 06/12/25 | 01 | FEB-APR 2025 DEVELOPMENT FEES | 95-000-24-00-2452 | 34,500.00 | |
| | | | | | | INVOICE TOTAL: | 34,500.00 * | |
| | | | | | | CHECK TOTAL: | 107,117.30 | |
| 543082 | OSWEFIRE | OSWEGO FIRE PROTECTION DIST. | | | | | | |
| | 013125-LC | | 06/12/25 | 01 | NOV 2024-JAN 2025 DEVELOPMENT | 95-000-24-00-2456 | 2,192.40 | |
| | | | | 02 | FEES | ** COMMENT ** | | |
| | | | | | | INVOICE TOTAL: | 2,192.40 * | |
| | 043025-LC | | 06/12/25 | 01 | FEB-APR 2025 DEVELOPMENT FEES | 95-000-24-00-2456 | 2,192.40 | |
| | | | | | | INVOICE TOTAL: | 2,192.40 * | |
| | | | | | | CHECK TOTAL: | 4,384.80 | |
| 543083 | YORKSCHO | YORKVILLE SCHOOL DIST #115 | | | | | | |
| | 013125-LC | | 06/12/25 | 01 | NOV 2024-JAN 2025 LAND CASH | 95-000-24-00-2453 | 29,137.86 | |
| | | | | 02 | FEES | ** COMMENT ** | | |
| | | | | | | INVOICE TOTAL: | 29,137.86 * | |
| | 043025-LC | | 06/12/25 | 01 | FEB-APR 2025 LAND CASH FEES | 95-000-24-00-2453 | 23,198.00 | |
| | | | | | | INVOICE TOTAL: | 23,198.00 * | |
| | | | | | | CHECK TOTAL: | 52,335.86 | |
| | | | | | | TOTAL AMOUNT PAID: | 163,837.96 | |



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

INVOICES DUE ON/BEFORE 06/20/2025

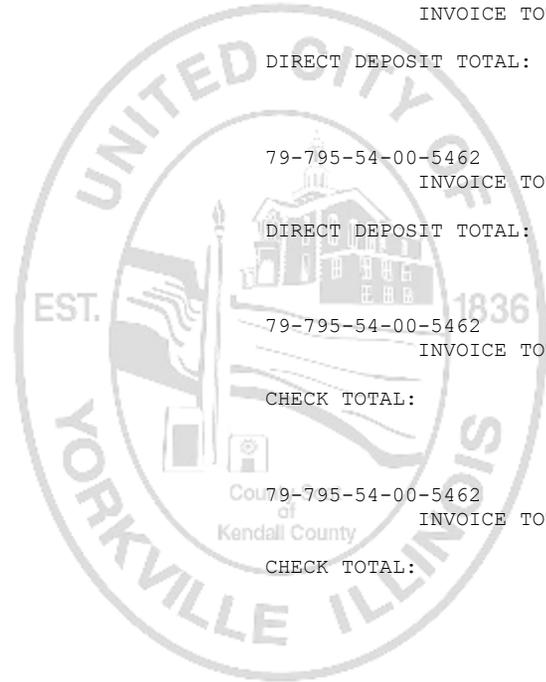
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|---------|------------------------|-------------------------------|-----------|-------------|-------------------|--------------|----------|
| 543066 | BEEBED 06/09-0613 | DAVID BEEBE 06/13/25 | 01 | UMPIRE | 79-795-54-00-5462 | | 150.00 |
| | | | | | INVOICE TOTAL: | | 150.00 * |
| | | | | | CHECK TOTAL: | | 150.00 |
| 543067 | BOCEKC 06/09-0613 | CARTER ALEN BOCEK 06/13/25 | 01 | UMPIRE | 79-795-54-00-5462 | | 35.00 |
| | | | | | INVOICE TOTAL: | | 35.00 * |
| | | | | | CHECK TOTAL: | | 35.00 |
| 543068 | BOCEKL 06/09-0613 | LIAM BOCEK 06/16/25 | 01 | UMPIRE | 79-795-54-00-5462 | | 70.00 |
| | | | | | INVOICE TOTAL: | | 70.00 * |
| | | | | | CHECK TOTAL: | | 70.00 |
| 543069 | CALHOUNC 06/09-0613 | CAMDEN CALHOUN 06/16/25 | 01 | UMPIRE | 79-795-54-00-5462 | | 55.00 |
| | | | | | INVOICE TOTAL: | | 55.00 * |
| | | | | | CHECK TOTAL: | | 55.00 |
| 543070 | CARTERB 06/09-0613 | BENJAMIN CARTER 06/16/25 | 01 | UMPIRE | 79-795-54-00-5462 | | 35.00 |
| | | | | | INVOICE TOTAL: | | 35.00 * |
| | | | | | CHECK TOTAL: | | 35.00 |
| 543071 | CONFORTM | MASON CONFORTI | | | | | |



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

INVOICES DUE ON/BEFORE 06/20/2025

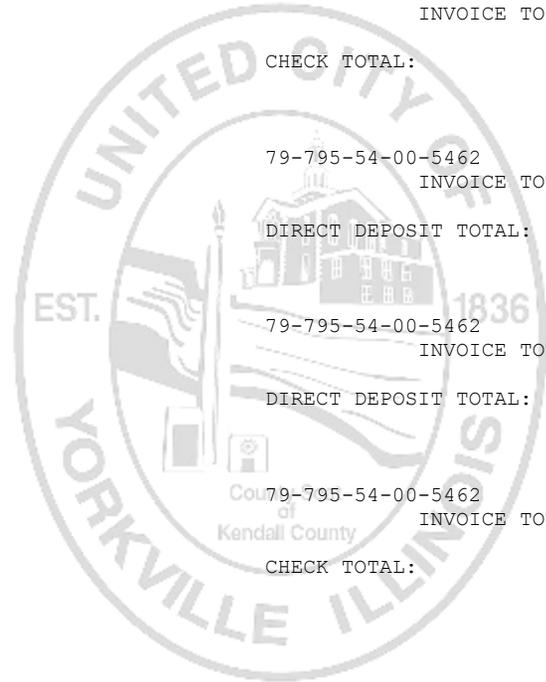
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|---------|----------------------------|-----------------|-----------|-------------|-----------------------|--------------|----------|
| 543071 | CONFORTM MASON CONFORTI | 06/09-06/13 | 06/16/25 | 01 UMPIRE | 79-795-54-00-5462 | | 150.00 |
| | | | | | INVOICE TOTAL: | | 150.00 * |
| | | | | | CHECK TOTAL: | | 150.00 |
| D004183 | DIETERG GARY M. DIETER | 061125 | 06/11/25 | 01 REFEREE | 79-795-54-00-5462 | | 150.00 |
| | | | | | INVOICE TOTAL: | | 150.00 * |
| | | | | | DIRECT DEPOSIT TOTAL: | | 150.00 |
| D004184 | FAYMANJ JOSEPH FAYMAN | 06/09-06/13 | 06/16/25 | 01 UMPIRE | 79-795-54-00-5462 | | 90.00 |
| | | | | | INVOICE TOTAL: | | 90.00 * |
| | | | | | DIRECT DEPOSIT TOTAL: | | 90.00 |
| 543072 | FENILIJ JOSHUA FENILI | 061225 | 06/12/25 | 01 UMPIRE | 79-795-54-00-5462 | | 168.00 |
| | | | | | INVOICE TOTAL: | | 168.00 * |
| | | | | | CHECK TOTAL: | | 168.00 |
| 543073 | FISHERJ JOHN FISHER | 06/09-06/13 | 06/16/25 | 01 UMPIRE | 79-795-54-00-5462 | | 150.00 |
| | | | | | INVOICE TOTAL: | | 150.00 * |
| | | | | | CHECK TOTAL: | | 150.00 |
| 543074 | GERLL LILLY GERL | | | | | | |



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

INVOICES DUE ON/BEFORE 06/20/2025

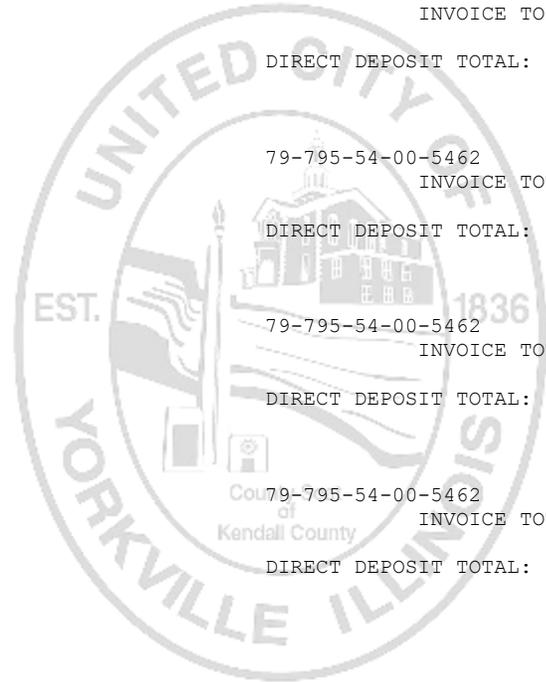
| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------------------|-----------------|-----------|-------------|-----------------------|--------------|----------|
| 543074 | GERLL LILLY GERL | 06/09-06/13 | 06/16/25 | 01 UMPIRE | 79-795-54-00-5462 | | 45.00 |
| | | | | | INVOICE TOTAL: | | 45.00 * |
| | | | | | CHECK TOTAL: | | 45.00 |
| 543075 | GONZALER RAYMUNDO GONZALEZ | 06/09-06/13 | 06/16/25 | 01 UMPIRE | 79-795-54-00-5462 | | 150.00 |
| | | | | | INVOICE TOTAL: | | 150.00 * |
| | | | | | CHECK TOTAL: | | 150.00 |
| D004185 | HAWKSC CHRIS HAWKS | 06/09-06/13 | 06/16/25 | 01 UMPIRE | 79-795-54-00-5462 | | 75.00 |
| | | | | | INVOICE TOTAL: | | 75.00 * |
| | | | | | DIRECT DEPOSIT TOTAL: | | 75.00 |
| D004186 | KNICKERB BRANDON KNICKERBOCKER | 06/09-06/13 | 06/16/25 | 01 UMPIRE | 79-795-54-00-5462 | | 45.00 |
| | | | | | INVOICE TOTAL: | | 45.00 * |
| | | | | | DIRECT DEPOSIT TOTAL: | | 45.00 |
| 543076 | KOCURJ JAXSON KOCUR | 06/09-06/13 | 06/16/25 | 01 UMPIRE | 79-795-54-00-5462 | | 45.00 |
| | | | | | INVOICE TOTAL: | | 45.00 * |
| | | | | | CHECK TOTAL: | | 45.00 |
| D004187 | MAYNARDL LAURENCE R. MAYNARD | | | | | | |



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

INVOICES DUE ON/BEFORE 06/20/2025

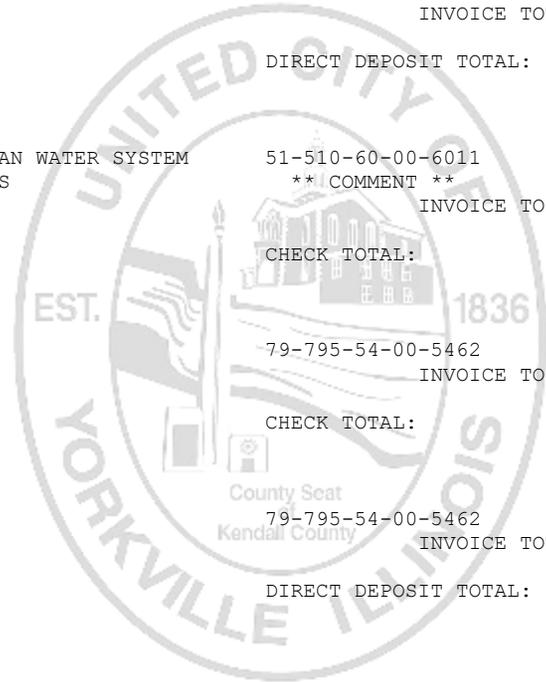
| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|---------------------------------|-------------------------|-----------|-------------|-----------------------|--------------|----------|
| D004187 | MAYNARDL LAURENCE R. MAYNARD | 06/09-06/13 06/16/25 | 01 | UMPIRE | 79-795-54-00-5462 | | 90.00 |
| | | | | | INVOICE TOTAL: | | 90.00 * |
| | | | | | DIRECT DEPOSIT TOTAL: | | 90.00 |
| D004188 | MEIERJ JACKSON MEIER | 06/09-06/13 06/16/25 | 01 | UMPIRE | 79-795-54-00-5462 | | 150.00 |
| | | | | | INVOICE TOTAL: | | 150.00 * |
| | | | | | DIRECT DEPOSIT TOTAL: | | 150.00 |
| D004189 | OLEARYM MARTIN J. O'LEARY | 06/11/25 | 01 | REFEREE | 79-795-54-00-5462 | | 150.00 |
| | | | | | INVOICE TOTAL: | | 150.00 * |
| | | | | | DIRECT DEPOSIT TOTAL: | | 150.00 |
| D004190 | OLSONM MARK OLSON | 06/09-06/13 06/16/25 | 01 | UMPIRE | 79-795-54-00-5462 | | 35.00 |
| | | | | | INVOICE TOTAL: | | 35.00 * |
| | | | | | DIRECT DEPOSIT TOTAL: | | 35.00 |
| D004191 | PARSONSH HARRISON PARSONS | 06/09-06/13 06/16/25 | 01 | UMPIRE | 79-795-54-00-5462 | | 125.00 |
| | | | | | INVOICE TOTAL: | | 125.00 * |
| | | | | | DIRECT DEPOSIT TOTAL: | | 125.00 |
| D004192 | PATTONS SHANE PATTON | | | | | | |



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

INVOICES DUE ON/BEFORE 06/20/2025

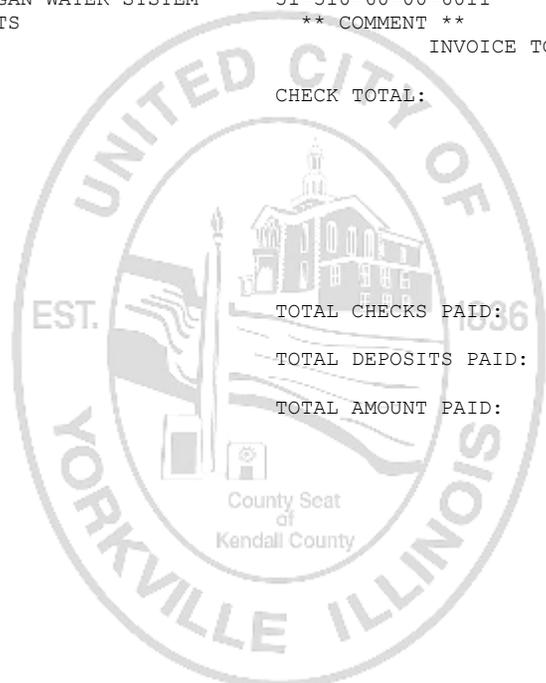
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|---------|---|-----------------|-----------|----------------------------|-----------------------|--------------|-------------|
| D004192 | PATTONS SHANE PATTON | | | | | | |
| | 06/09-06/13 | 06/16/25 | 01 | UMPIRE | 79-795-54-00-5462 | | 150.00 |
| | | | | | INVOICE TOTAL: | | 150.00 * |
| | | | | | DIRECT DEPOSIT TOTAL: | | 150.00 |
| D004193 | PAVLIK ROBERT J. PAVLIK | | | | | | |
| | 06/09-06/13 | 06/16/25 | 01 | UMPIRE | 79-795-54-00-5462 | | 75.00 |
| | | | | | INVOICE TOTAL: | | 75.00 * |
| | | | | | DIRECT DEPOSIT TOTAL: | | 75.00 |
| 543077 | RAINYLAN RAINY LAND INVESTMENTS, LLC | | | | | | |
| | PARCEL 0016PE & TE | 06/13/25 | 01 | LAKE MICHIGAN WATER SYSTEM | 51-510-60-00-6011 | | 18,000.00 |
| | | | 02 | IMPROVEMENTS | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 18,000.00 * |
| | | | | | CHECK TOTAL: | | 18,000.00 |
| 543078 | RIETZR ROBERT L. RIETZ JR. | | | | | | |
| | 061225 | 06/12/25 | 01 | UMPIRE | 79-795-54-00-5462 | | 168.00 |
| | | | | | INVOICE TOTAL: | | 168.00 * |
| | | | | | CHECK TOTAL: | | 168.00 |
| D004194 | STRIKEK KNOX STRIKE | | | | | | |
| | 06/09-06/13 | 06/16/25 | 01 | UMPIRE | 79-795-54-00-5462 | | 35.00 |
| | | | | | INVOICE TOTAL: | | 35.00 * |
| | | | | | DIRECT DEPOSIT TOTAL: | | 35.00 |
| 543079 | VOITIKM MICHAEL VOITIK | | | | | | |



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

INVOICES DUE ON/BEFORE 06/20/2025

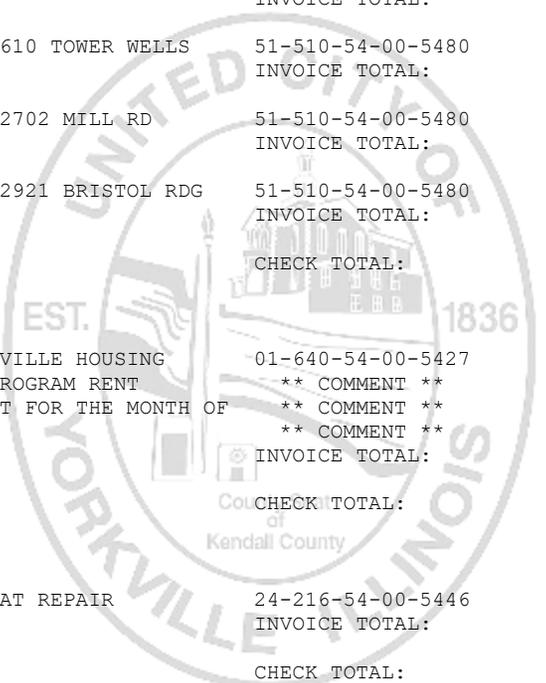
| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-------------------------------------|-----------------|-----------|----------------------------|----------------------|--------------|--------------|
| 543079 | VOITIKM MICHAEL VOITIK | | | | | | |
| | 061225 | 06/12/25 | 01 | UMPIRE | 79-795-54-00-5462 | | 168.00 |
| | | | | | INVOICE TOTAL: | | 168.00 * |
| | | | | | CHECK TOTAL: | | 168.00 |
| 543080 | WHEATLND WHEATLAND TITLE COMPANY | | | | | | |
| | PARCELL 0001 | 06/10/25 | 01 | LAKE MICHIGAN WATER SYSTEM | 51-510-60-00-6011 | | 117,598.50 |
| | | | 02 | IMPROVEMENTS | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 117,598.50 * |
| | | | | | CHECK TOTAL: | | 117,598.50 |
| | | | | | TOTAL CHECKS PAID: | | 136,987.50 |
| | | | | | TOTAL DEPOSITS PAID: | | 1,170.00 |
| | | | | | TOTAL AMOUNT PAID: | | 138,157.50 |



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

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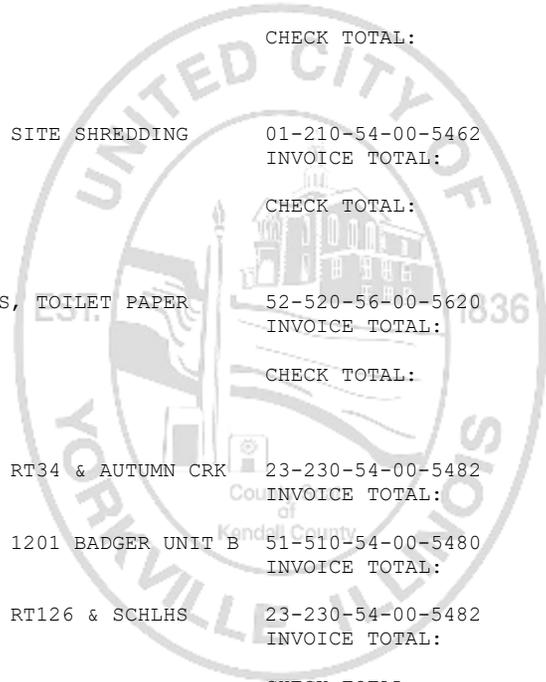
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|---------|-------------------|----------------------------|--------------|--------|--------------------------------|-------------------|-------------|
| 543006 | AACVB | AURORA AREA CONVENTION | | | | | |
| | 05/25-ALL | | 06/10/25 | 01 | MAY 2025 ALL SEASON HOTEL TAX | 01-640-54-00-5481 | 63.44 |
| | | | | | INVOICE TOTAL: | | 63.44 * |
| | | | | | CHECK TOTAL: | | 63.44 |
| 543007 | AEPENERG | AEP ENERGY | | | | | |
| | 3025129010-060425 | | 06/04/25 | 01 | 05/01-06/02 2224 TREMONT | 51-510-54-00-5480 | 13,416.69 |
| | | | | | INVOICE TOTAL: | | 13,416.69 * |
| | 3025129021-060625 | | 06/06/25 | 01 | 05/02-06/03 610 TOWER WELLS | 51-510-54-00-5480 | 8,629.68 |
| | | | | | INVOICE TOTAL: | | 8,629.68 * |
| | 3025129054-052325 | | 05/23/25 | 01 | 04/21-05/21 2702 MILL RD | 51-510-54-00-5480 | 9,058.32 |
| | | | | | INVOICE TOTAL: | | 9,058.32 * |
| | 3025129065-060525 | | 06/05/25 | 01 | 05/01-06/02 2921 BRISTOL RDG | 51-510-54-00-5480 | 6,868.26 |
| | | | | | INVOICE TOTAL: | | 6,868.26 * |
| | | | | | CHECK TOTAL: | | 37,972.95 |
| 543008 | ANTPLACE | ANTHONY PLACE YORKVILLE LP | | | | | |
| | JULY 2025 | | 06/10/25 | 01 | CITY OF YORKVILLE HOUSING | 01-640-54-00-5427 | 390.00 |
| | | | | 02 | ASSISTANCE PROGRAM RENT | ** COMMENT ** | |
| | | | | 03 | REIMBURSEMENT FOR THE MONTH OF | ** COMMENT ** | |
| | | | | 04 | JULY 2025 | ** COMMENT ** | |
| | | | | | INVOICE TOTAL: | | 390.00 * |
| | | | | | CHECK TOTAL: | | 390.00 |
| 543009 | ARTLIP | ARTLIP & SONS, INC. | | | | | |
| | 214852 | | 06/05/25 | 01 | CITY HALL HEAT REPAIR | 24-216-54-00-5446 | 658.39 |
| | | | | | INVOICE TOTAL: | | 658.39 * |
| | | | | | CHECK TOTAL: | | 658.39 |



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

CHECK DATE: 06/24/25

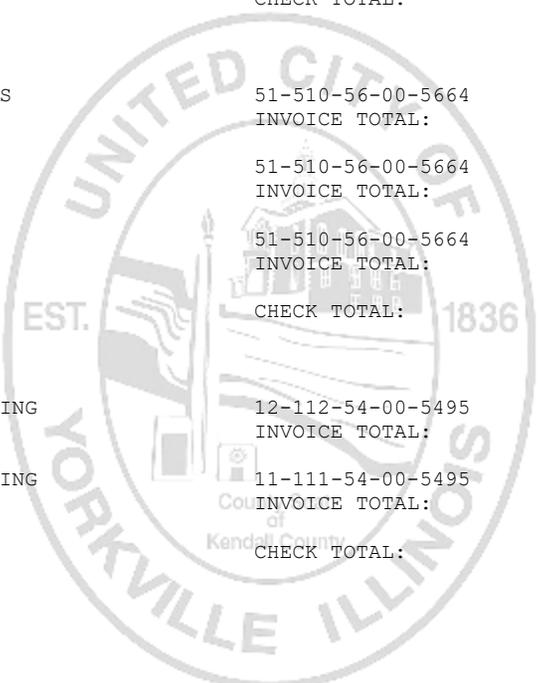
| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|-----------------|----------------------------|--------------|--------|--------------------------------|-------------------|------------|
| 543010 | ATT | AT&T | | | | | |
| | 6305536805-0525 | | 05/25/25 | 01 | 05/25-06/24 RIVERFRONT PK | 79-795-54-00-5440 | 231.33 |
| | | | | | | INVOICE TOTAL: | 231.33 * |
| | | | | | | CHECK TOTAL: | 231.33 |
| 543011 | BACKROAD | KYLE E MILLER | | | | | |
| | 2025 RIVERFEST | | 06/09/25 | 01 | 2025 RIVERFEST BAND | 79-795-56-00-5606 | 2,000.00 |
| | | | | | | INVOICE TOTAL: | 2,000.00 * |
| | | | | | | CHECK TOTAL: | 2,000.00 |
| 543012 | BEAVER | BEAVER SHREDDING, INC | | | | | |
| | 64594 | | 06/04/25 | 01 | 06/04/25 ON SITE SHREDDING | 01-210-54-00-5462 | 100.00 |
| | | | | | | INVOICE TOTAL: | 100.00 * |
| | | | | | | CHECK TOTAL: | 100.00 |
| 543013 | CAMBRIA | CAMBRIA SALES COMPANY INC. | | | | | |
| | 44161 | | 05/30/25 | 01 | PAPER TOWELS, TOILET PAPER | 52-520-56-00-5620 | 142.35 |
| | | | | | | INVOICE TOTAL: | 142.35 * |
| | | | | | | CHECK TOTAL: | 142.35 |
| 543014 | COMED | COMMONWEALTH EDISON | | | | | |
| | 1709169000-0525 | | 06/04/25 | 01 | 05/05-06/04 RT34 & AUTUMN CRK | 23-230-54-00-5482 | 236.17 |
| | | | | | | INVOICE TOTAL: | 236.17 * |
| | 3741450787-0525 | | 06/02/25 | 01 | 05/01-06/02 1201 BADGER UNIT B | 51-510-54-00-5480 | 57.40 |
| | | | | | | INVOICE TOTAL: | 57.40 * |
| | 98.75 | | 06/09/25 | 01 | 04/30-05/30 RT126 & SCHLHS | 23-230-54-00-5482 | 98.75 |
| | | | | | | INVOICE TOTAL: | 98.75 * |
| | | | | | | CHECK TOTAL: | 392.32 |



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

CHECK DATE: 06/24/25

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|----------|--------------------------------|--------------|--------|-----------------------------|-------------------|------------|
| 543015 | CONTELEC | CONSTELLATION TELECOM | | | | | |
| | 5061 | | 06/01/25 | 01 | JUN 2025 ADMIN LINES | 01-110-54-00-5440 | 241.08 |
| | | | | 02 | JUN 2025 PUBLIC WORKS LINES | 51-510-54-00-5440 | 542.43 |
| | | | | 03 | JUN 2025 SEWER DEPT LINES | 52-520-54-00-5440 | 241.08 |
| | | | | 04 | JUN 2025 RECREATION LINES | 79-795-54-00-5440 | 241.08 |
| | | | | 05 | JUN 2025 TRAFFIC SIGNAL | 01-410-54-00-5435 | 60.27 |
| | | | | 06 | MAINTENANCE | ** COMMENT ** | |
| | | | | | INVOICE TOTAL: | | 1,325.94 * |
| | | | | | CHECK TOTAL: | | 1,325.94 |
| 543016 | COREMAIN | CORE & MAIN LP | | | | | |
| | W982381 | | 05/15/25 | 01 | METERS, FLAGS | 51-510-56-00-5664 | 4,847.58 |
| | | | | | INVOICE TOTAL: | | 4,847.58 * |
| | W996403 | | 05/22/25 | 01 | METERS | 51-510-56-00-5664 | 1,150.00 |
| | | | | | INVOICE TOTAL: | | 1,150.00 * |
| | X022824 | | 05/22/25 | 01 | CABLE, FLAGS | 51-510-56-00-5664 | 1,573.26 |
| | | | | | INVOICE TOTAL: | | 1,573.26 * |
| | | | | | CHECK TOTAL: | | 7,570.84 |
| 543017 | COXLAND | COX LANDSCAPING LLC | | | | | |
| | 192711 | | 05/30/25 | 01 | MAY 2025 MOWING | 12-112-54-00-5495 | 1,200.00 |
| | | | | | INVOICE TOTAL: | | 1,200.00 * |
| | 192712 | | 05/30/25 | 01 | MAY 2025 MOWING | 11-111-54-00-5495 | 1,269.60 |
| | | | | | INVOICE TOTAL: | | 1,269.60 * |
| | | | | | CHECK TOTAL: | | 2,469.60 |
| 543018 | CROKE | CROKE FAIRCHILD DUARTE & BERES | | | | | |

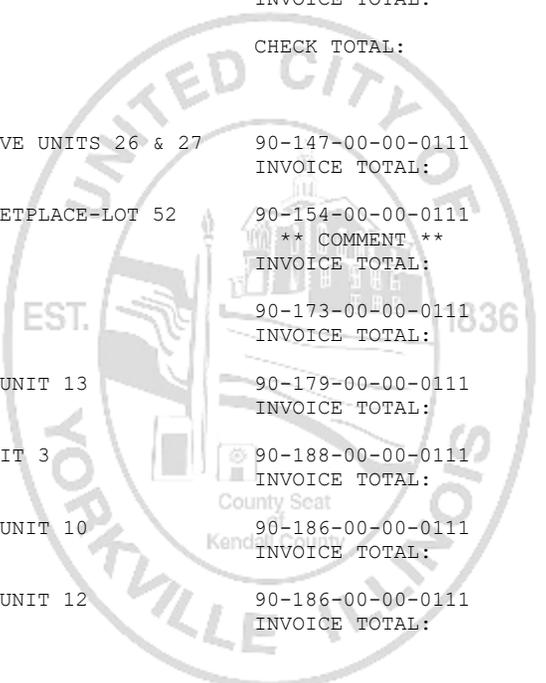


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|--------|-------------------------|--------|----------------------------|--------|---------------------------|--------|------------------|
| 01-110 | ADMIN | 12-112 | SUNFLOWER SSA | 25-225 | PARK & RECREATION CAPITAL | 84-840 | LIBRARY CAPITAL |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

CHECK DATE: 06/24/25

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| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT | |
|---------|----------------|--------------------------------|--------------|--------|------------------------------|-------------------|-------------|--|
| 543018 | CROKE | CROKE FAIRCHILD DUARTE & BERES | | | | | | |
| | 128879 | | 06/05/25 | 01 | COUNSEL FOR IEPA LOAN | 51-510-54-00-5402 | 10,571.25 | |
| | | | | | | INVOICE TOTAL: | 10,571.25 * | |
| | | | | | | CHECK TOTAL: | 10,571.25 | |
| 543019 | DINNERBL | DINNERBELL PRODUCTIONS | | | | | | |
| | 2025 RIVERFEST | | 06/09/25 | 01 | 2025 RIVERFEST BAND | 79-795-56-00-5606 | 1,200.00 | |
| | | | | | | INVOICE TOTAL: | 1,200.00 * | |
| | | | | | | CHECK TOTAL: | 1,200.00 | |
| 543020 | EEI | ENGINEERING ENTERPRISES, INC. | | | | | | |
| | 83642 | | 05/29/25 | 01 | GRANDE RESERVE UNITS 26 & 27 | 90-147-00-00-0111 | 210.00 | |
| | | | | | | INVOICE TOTAL: | 210.00 * | |
| | 83644 | | 05/29/25 | 01 | KENDALL MARKETPLACE-LOT 52 | 90-154-00-00-0111 | 282.00 | |
| | | | | 02 | PHASE 2 & 3 | ** COMMENT ** | | |
| | | | | | | INVOICE TOTAL: | 282.00 * | |
| | 83647 | | 05/29/25 | 01 | BRIGHT FARMS | 90-173-00-00-0111 | 556.00 | |
| | | | | | | INVOICE TOTAL: | 556.00 * | |
| | 83648 | | 05/29/25 | 01 | BRISTOL BAY UNIT 13 | 90-179-00-00-0111 | 94.00 | |
| | | | | | | INVOICE TOTAL: | 94.00 * | |
| | 83650 | | 05/29/25 | 01 | CALEDONIA UNIT 3 | 90-188-00-00-0111 | 1,280.50 | |
| | | | | | | INVOICE TOTAL: | 1,280.50 * | |
| | 83652 | | 05/29/25 | 01 | BRISTOL BAY UNIT 10 | 90-186-00-00-0111 | 94.00 | |
| | | | | | | INVOICE TOTAL: | 94.00 * | |
| | 83653 | | 05/29/25 | 01 | BRISTOL BAY UNIT 12 | 90-186-00-00-0111 | 47.00 | |
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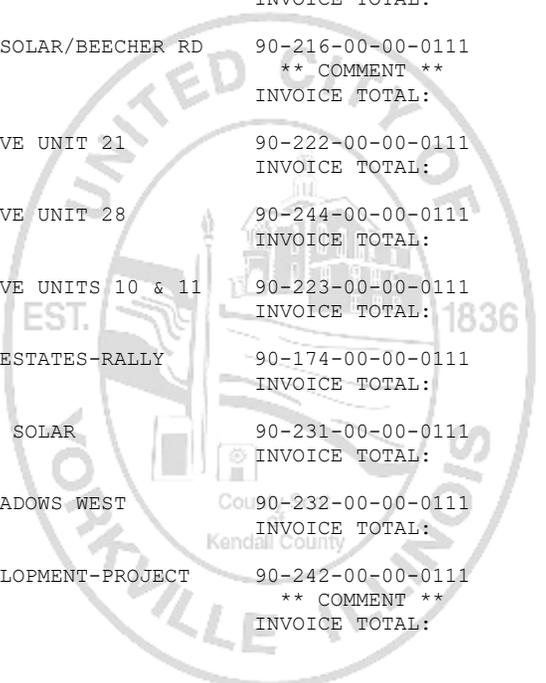


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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 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 | | |

CHECK DATE: 06/24/25

FY 26

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT | |
|---------|----------|-------------------------------|--------------|--------|------------------------------|-------------------|-------------|--|
| 543020 | EEI | ENGINEERING ENTERPRISES, INC. | | | | | | |
| | 83657 | | 05/29/25 | 01 | NORTHPOINTE SUBDIVISION | 90-195-00-00-0111 | 126.00 | |
| | | | | | | INVOICE TOTAL: | 126.00 * | |
| | 83660 | | 05/29/25 | 01 | QUIK TRIP GAS STATION | 90-208-00-00-0111 | 12,943.50 | |
| | | | | | | INVOICE TOTAL: | 12,943.50 * | |
| | 83663 | | 05/29/25 | 01 | KENDALL MARKETPLACE-LOT 52 | 90-154-00-00-0111 | 282.00 | |
| | | | | 02 | PHASE 4 | ** COMMENT ** | | |
| | | | | | | INVOICE TOTAL: | 282.00 * | |
| | 83666 | | 05/29/25 | 01 | CORNEILS RD SOLAR/BEECHER RD | 90-216-00-00-0111 | 540.00 | |
| | | | | 02 | SOLAR | ** COMMENT ** | | |
| | | | | | | INVOICE TOTAL: | 540.00 * | |
| | 83667 | | 05/29/25 | 01 | GRANDE RESERVE UNIT 21 | 90-222-00-00-0111 | 8,642.00 | |
| | | | | | | INVOICE TOTAL: | 8,642.00 * | |
| | 83668 | | 05/29/25 | 01 | GRANDE RESERVE UNIT 28 | 90-244-00-00-0111 | 638.50 | |
| | | | | | | INVOICE TOTAL: | 638.50 * | |
| | 83674 | | 05/29/25 | 01 | GRANDE RESERVE UNITS 10 & 11 | 90-223-00-00-0111 | 5,323.00 | |
| | | | | | | INVOICE TOTAL: | 5,323.00 * | |
| | 83681 | | 05/29/25 | 01 | KENDALLWOOD ESTATES-RALLY | 90-174-00-00-0111 | 3,131.00 | |
| | | | | | | INVOICE TOTAL: | 3,131.00 * | |
| | 83683 | | 05/29/25 | 01 | 2820 BEECHER SOLAR | 90-231-00-00-0111 | 6,800.00 | |
| | | | | | | INVOICE TOTAL: | 6,800.00 * | |
| | 83686 | | 05/29/25 | 01 | HEARTLAND MEADOWS WEST | 90-232-00-00-0111 | 190.00 | |
| | | | | | | INVOICE TOTAL: | 190.00 * | |
| | 83691 | | 05/29/25 | 01 | PIONEER DEVELOPMENT-PROJECT | 90-242-00-00-0111 | 10,384.00 | |
| | | | | 02 | CARDINAL | ** COMMENT ** | | |
| | | | | | | INVOICE TOTAL: | 10,384.00 * | |

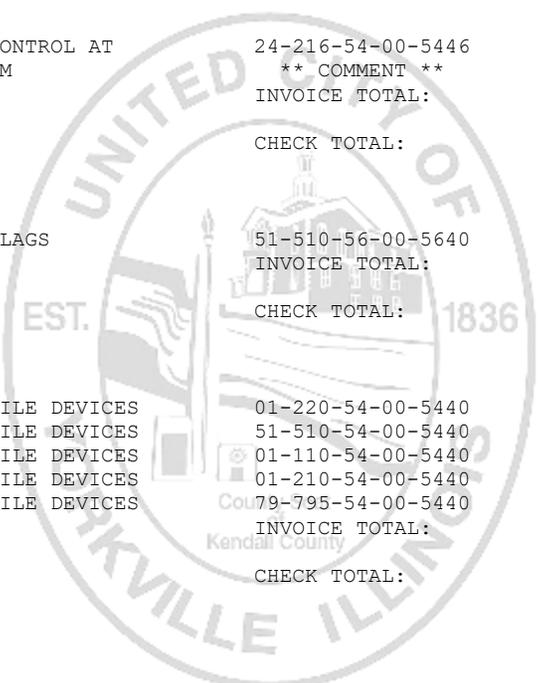


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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE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

CHECK DATE: 06/24/25

FY 26

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT | |
|---------|----------------------|-------------------------------|--------------|--------|-------------------------|-------------------|-------------|--|
| 543020 | EEI | ENGINEERING ENTERPRISES, INC. | | | | | | |
| | 83692 | | 05/29/25 | 01 | COSTCO | 90-239-00-00-0111 | 6,261.50 | |
| | | | | | | INVOICE TOTAL: | 6,261.50 * | |
| | 83693 | | 05/29/25 | 01 | PROLOGIS/PROJECT STEEL | 90-246-00-00-0111 | 4,174.50 | |
| | | | | | | INVOICE TOTAL: | 4,174.50 * | |
| | | | | | | CHECK TOTAL: | 61,999.50 | |
| 543021 | ENCAP | ENCAP, INC. | | | | | | |
| | 11037 | | 05/22/25 | 01 | VEGETATION CONTROL AT | 24-216-54-00-5446 | 12,800.00 | |
| | | | | 02 | YORKVILLE DAM | ** COMMENT ** | | |
| | | | | | | INVOICE TOTAL: | 12,800.00 * | |
| | | | | | | CHECK TOTAL: | 12,800.00 | |
| 543022 | FERGUSON | FERGUSON WATERWORKS #2516 | | | | | | |
| | 0519489 | | 05/27/25 | 01 | WIRE STAFF FLAGS | 51-510-56-00-5640 | 2,260.04 | |
| | | | | | | INVOICE TOTAL: | 2,260.04 * | |
| | | | | | | CHECK TOTAL: | 2,260.04 | |
| 543023 | FIRSTNET | AT&T MOBILITY | | | | | | |
| | 287313454005X0603202 | | 05/25/25 | 01 | MAY 2025 MOBILE DEVICES | 01-220-54-00-5440 | 42.20 | |
| | | | | 02 | MAY 2025 MOBILE DEVICES | 51-510-54-00-5440 | 57.26 | |
| | | | | 03 | MAY 2025 MOBILE DEVICES | 01-110-54-00-5440 | 84.40 | |
| | | | | 04 | MAY 2025 MOBILE DEVICES | 01-210-54-00-5440 | 838.04 | |
| | | | | 05 | MAY 2025 MOBILE DEVICES | 79-795-54-00-5440 | 16.41 | |
| | | | | | | INVOICE TOTAL: | 1,038.31 * | |
| | | | | | | CHECK TOTAL: | 1,038.31 | |
| 543024 | FIRSTNET | AT&T MOBILITY | | | | | | |

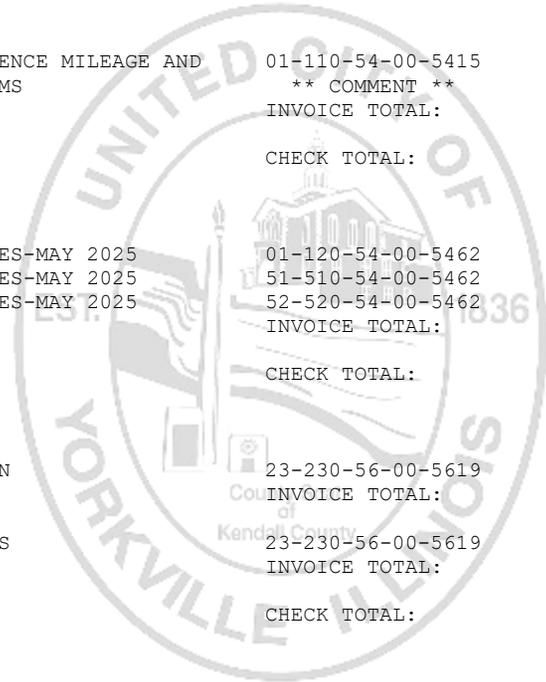


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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE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

CHECK DATE: 06/24/25

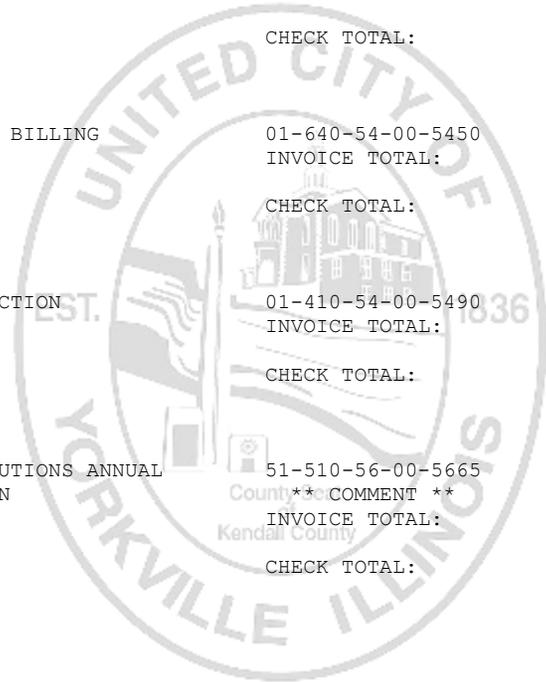
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| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|----------------------|-------------------------|--------------|--------|-----------------------------|-------------------|------------|
| 543024 | FIRSTNET | AT&T MOBILITY | | | | | |
| | 287313454207X0603202 | | 05/25/25 | 01 | MAY 2025 MOBILE DEVICES | 01-220-54-00-5440 | 401.51 |
| | | | | 02 | MAY 2025 MOBILE DEVICES | 79-790-54-00-5440 | 36.24 |
| | | | | 03 | MAY 2025 MOBILE DEVICES | 79-795-54-00-5440 | 156.88 |
| | | | | 04 | MAY 2025 MOBILE DEVICES | 51-510-54-00-5440 | 235.32 |
| | | | | 05 | MAY 2025 MOBILE DEVICES | 52-520-54-00-5440 | 72.48 |
| | | | | | INVOICE TOTAL: | | 902.43 * |
| | | | | | CHECK TOTAL: | | 902.43 |
| 543025 | GREGORYK | KATELYN GREGORY | | | | | |
| | 061125-REMB | | 06/12/25 | 01 | IEDA CONFERENCE MILEAGE AND | 01-110-54-00-5415 | 256.70 |
| | | | | 02 | MEAL PERDIEMS | ** COMMENT ** | |
| | | | | | INVOICE TOTAL: | | 256.70 * |
| | | | | | CHECK TOTAL: | | 256.70 |
| 543026 | HARRIS | HARRIS COMPUTER SYSTEMS | | | | | |
| | MSIXT0000620 | | 05/27/25 | 01 | MYGOVHUB FEES-MAY 2025 | 01-120-54-00-5462 | 354.32 |
| | | | | 02 | MYGOVHUB FEES-MAY 2025 | 51-510-54-00-5462 | 531.49 |
| | | | | 03 | MYGOVHUB FEES-MAY 2025 | 52-520-54-00-5462 | 156.32 |
| | | | | | INVOICE TOTAL: | | 1,042.13 * |
| | | | | | CHECK TOTAL: | | 1,042.13 |
| 543027 | HIGHSTAR | HIGH STAR TRAFFIC | | | | | |
| | 13392 | | 06/03/25 | 01 | PARKING SIGN | 23-230-56-00-5619 | 52.50 |
| | | | | | INVOICE TOTAL: | | 52.50 * |
| | 13530 | | 06/04/25 | 01 | STREET SIGNS | 23-230-56-00-5619 | 752.30 |
| | | | | | INVOICE TOTAL: | | 752.30 * |
| | | | | | CHECK TOTAL: | | 804.80 |



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

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|-----------------|-------------------------------|--------------|--------|-------------------------------|-------------------|-------------|
| 543028 | IMPERINV | IMPERIAL INVESTMENTS | | | | | |
| | APR 2025-REBATE | | 06/09/25 | 01 | APR 2025 BUSINESS DIST REBATE | 01-000-24-00-2488 | 3,258.44 |
| | | | | | | INVOICE TOTAL: | 3,258.44 * |
| | | | | | | CHECK TOTAL: | 3,258.44 |
| 543029 | INGEMUNS | INGEMUNSON LAW OFFICES LTD | | | | | |
| | 13287-B | | 06/02/25 | 01 | MAY ADMIN HEARING | 01-210-54-00-5467 | 250.00 |
| | | | | | | INVOICE TOTAL: | 250.00 * |
| | | | | | | CHECK TOTAL: | 250.00 |
| 543030 | INTERDEV | INTERDEV, LLC | | | | | |
| | MSP-1049480 | | 05/31/25 | 01 | MAY 2025 IT BILLING | 01-640-54-00-5450 | 20,012.61 |
| | | | | | | INVOICE TOTAL: | 20,012.61 * |
| | | | | | | CHECK TOTAL: | 20,012.61 |
| 543031 | JIMSTRCK | JIM'S TRUCK INSPECTION LLC | | | | | |
| | 210015 | | 06/04/25 | 01 | TRUCK INSPECTION | 01-410-54-00-5490 | 65.00 |
| | | | | | | INVOICE TOTAL: | 65.00 * |
| | | | | | | CHECK TOTAL: | 65.00 |
| 543032 | KARA | KARA COMPANY INC | | | | | |
| | 390936 | | 05/20/25 | 01 | NETWORK SOLUTIONS ANNUAL | 51-510-56-00-5665 | 1,575.00 |
| | | | | 02 | SUBSCRIPTION | | |
| | | | | | | County**COMMENT** | |
| | | | | | | Kendal County | |
| | | | | | | INVOICE TOTAL: | 1,575.00 * |
| | | | | | | CHECK TOTAL: | 1,575.00 |
| 543033 | KENCOM | KENCOM PUBLIC SAFETY DISPATCH | | | | | |

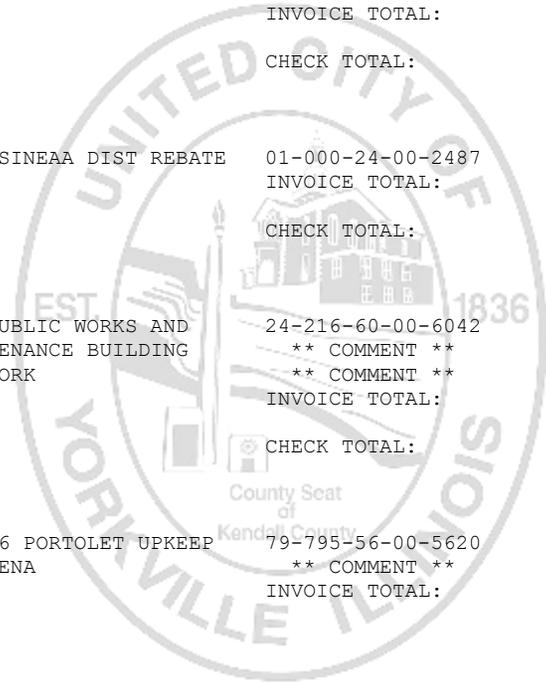


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|--------|-------------------------|--------|----------------------------|--------|---------------------------|--------|------------------|
| 01-110 | ADMIN | 12-112 | SUNFLOWER SSA | 25-225 | PARK & RECREATION CAPITAL | 84-840 | LIBRARY CAPITAL |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

CHECK DATE: 06/24/25

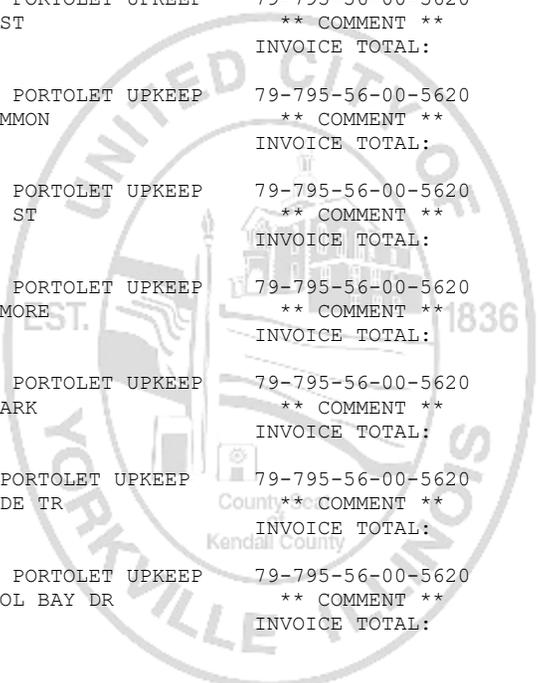
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| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT | |
|---------|-----------------|-------------------------------|--------------|--------|-------------------------------|-------------------|-------------|--|
| 543033 | KENCOM | KENCOM PUBLIC SAFETY DISPATCH | | | | | | |
| | 694 | | 06/04/25 | 01 | MAY 2025 IP FLEXIBLE REACH | 01-640-54-00-5449 | 38.52 | |
| | | | | 02 | MONTHLY FEE | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 38.52 * | |
| | | | | | CHECK TOTAL: | | 38.52 | |
| 543034 | KENDALH | KENDALL COUNTY HISTORICAL | | | | | | |
| | 052125 | | 05/21/25 | 01 | COST FOR SCANNING COY MINUTES | 01-110-54-00-5462 | 525.00 | |
| | | | | | INVOICE TOTAL: | | 525.00 * | |
| | | | | | CHECK TOTAL: | | 525.00 | |
| 543035 | KENDCROS | KENDALL CROSSING, LLC | | | | | | |
| | BD REBATE 04/25 | | 06/09/25 | 01 | APR 2025 BUSINEAA DIST REBATE | 01-000-24-00-2487 | 6,373.13 | |
| | | | | | INVOICE TOTAL: | | 6,373.13 * | |
| | | | | | CHECK TOTAL: | | 6,373.13 | |
| 543036 | KLUBER | KLUBER, INC | | | | | | |
| | 9580 | | 05/31/25 | 01 | YORKVILLE PUBLIC WORKS AND | 24-216-60-00-6042 | 24,808.00 | |
| | | | | 02 | PARKS MAINTENANCE BUILDING | ** COMMENT ** | | |
| | | | | 03 | COMPLETED WORK | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 24,808.00 * | |
| | | | | | CHECK TOTAL: | | 24,808.00 | |
| 543037 | LRS | LRS, LLC | | | | | | |
| | PS6569153 | | 05/29/25 | 01 | 05/30-06/26 PORTOLET UPKEEP | 79-795-56-00-5620 | 275.50 | |
| | | | | 02 | AT 9231 GALENA | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 275.50 * | |



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

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|----------|----------------|--------------|--------|-----------------------------|-------------------|----------|
| 543037 | LRS | LRS, LLC | | | | | |
| | PS659136 | | 05/29/25 | 01 | 05/30-06/26 PORTOLET UPKEEP | 79-795-56-00-5620 | 213.00 |
| | | | | 02 | AT TOWN SQUARE PARK | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 213.00 * |
| | PS659137 | | 05/29/25 | 01 | 05/30-06/26 PORTOLET UPKEEP | 79-795-56-00-5620 | 308.00 |
| | | | | 02 | AT RIVER FRONT PARK | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 308.00 * |
| | PS659138 | | 05/29/25 | 01 | 05/30-06/26 PORTOLET UPKEEP | 79-795-56-00-5620 | 95.00 |
| | | | | 02 | AT 901 MILL ST | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 95.00 * |
| | PS659139 | | 05/29/25 | 01 | 05/30-06/26 PORTOLET UPKEEP | 79-795-56-00-5620 | 95.00 |
| | | | | 02 | AT 374 VAN EMMON | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 95.00 * |
| | PS659140 | | 05/29/25 | 01 | 05/30-06/26 PORTOLET UPKEEP | 79-795-56-00-5620 | 95.00 |
| | | | | 02 | AT 1711 JOHN ST | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 95.00 * |
| | PS659141 | | 05/29/25 | 01 | 05/30-06/26 PORTOLET UPKEEP | 79-795-56-00-5620 | 95.00 |
| | | | | 02 | AT 1474 SYCAMORE | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 95.00 * |
| | PS659142 | | 05/29/25 | 01 | 05/30-06/26 PORTOLET UPKEEP | 79-795-56-00-5620 | 310.00 |
| | | | | 02 | AT BEECHER PARK | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 310.00 * |
| | PS659143 | | 05/29/25 | 01 | 05/30-06/26 PORTOLET UPKEEP | 79-795-56-00-5620 | 95.00 |
| | | | | 02 | AT 2775 GRANDE TR | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 95.00 * |
| | PS659144 | | 05/29/25 | 01 | 05/30-06/26 PORTOLET UPKEEP | 79-795-56-00-5620 | 95.00 |
| | | | | 02 | AT 427 BRISTOL BAY DR | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 95.00 * |

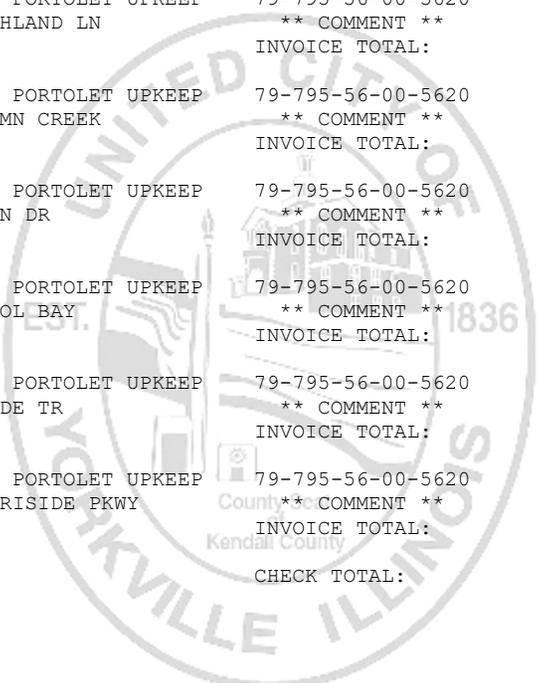


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|--------|-------------------------|--------|----------------------------|--------|---------------------------|--------|------------------|
| 01-110 | ADMIN | 12-112 | SUNFLOWER SSA | 25-225 | PARK & RECREATION CAPITAL | 84-840 | LIBRARY CAPITAL |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

CHECK DATE: 06/24/25

FY 26

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|----------|----------------|--------------|--------|-----------------------------|-------------------|----------|
| 543037 | LRS | LRS, LLC | | | | | |
| | PS659145 | | 05/29/25 | 01 | 05/30-06/26 PORTOLET UPKEEP | 79-795-56-00-5620 | 190.00 |
| | | | | 02 | AT 3651 KENNEDY | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 190.00 * |
| | PS659146 | | 05/29/25 | 01 | 05/30-06/26 PORTOLET UPKEEP | 79-795-56-00-5620 | 95.00 |
| | | | | 02 | AT PRAIRIE CROSSING | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 95.00 * |
| | PS659147 | | 05/29/25 | 01 | 05/30-06/26 PORTOLET UPKEEP | 79-795-56-00-5620 | 95.00 |
| | | | | 02 | AT 2807 NORTHLAND LN | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 95.00 * |
| | PS659148 | | 05/29/25 | 01 | 05/30-06/26 PORTOLET UPKEEP | 79-795-56-00-5620 | 95.00 |
| | | | | 02 | AT 2736 AUTUMN CREEK | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 95.00 * |
| | PS659149 | | 05/29/25 | 01 | 05/30-06/26 PORTOLET UPKEEP | 79-795-56-00-5620 | 190.00 |
| | | | | 02 | AT 600 HAYDEN DR | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 190.00 * |
| | PS659150 | | 05/29/25 | 01 | 05/30-06/26 PORTOLET UPKEEP | 79-795-56-00-5620 | 275.50 |
| | | | | 02 | AT 428 BRISTOL BAY | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 275.50 * |
| | PS659151 | | 05/29/25 | 01 | 05/30-06/26 PORTOLET UPKEEP | 79-795-56-00-5620 | 95.00 |
| | | | | 02 | AT 3142 GRANDE TR | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 95.00 * |
| | PS659152 | | 05/29/25 | 01 | 05/30-06/26 PORTOLET UPKEEP | 79-795-56-00-5620 | 95.00 |
| | | | | 02 | AT 105 COUNTRYSIDE PKWY | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 95.00 * |
| | | | | | | CHECK TOTAL: | 2,807.00 |



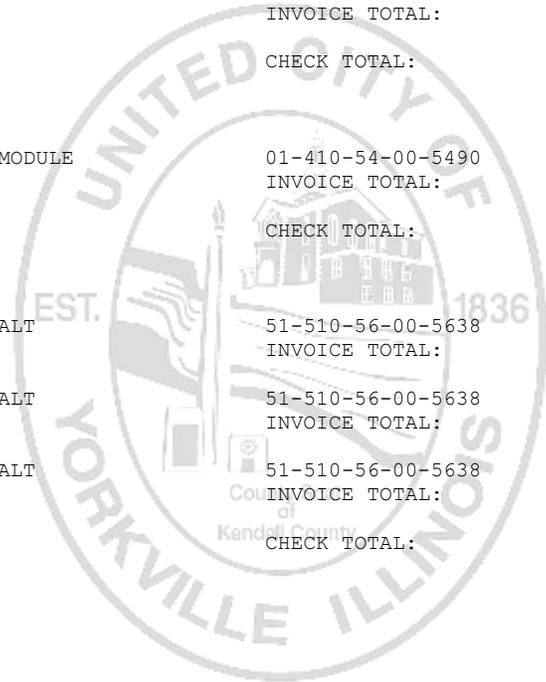
543038 MARCO MARCO TECHNOLOGIES LLC

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

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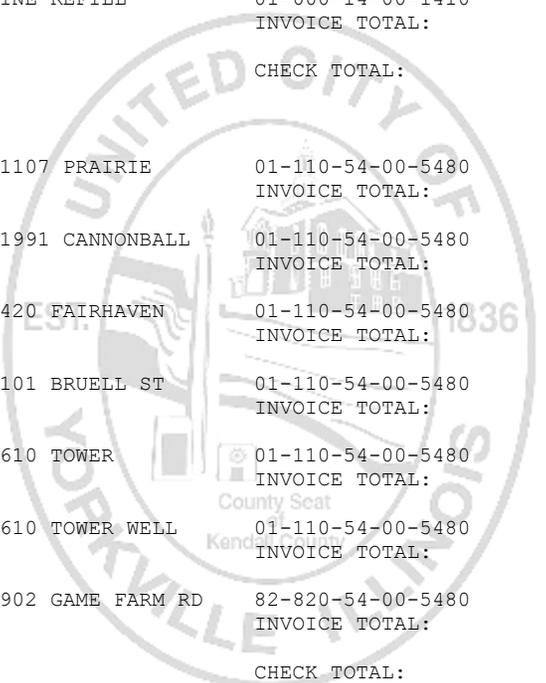
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|---------|-----------|----------------------------|--------------|--------|----------------------------|-------------------|------------|
| 543038 | MARCO | MARCO TECHNOLOGIES LLC | | | | | |
| | 556491785 | | 05/27/25 | 01 | 05/20-06/20 COPIER CHARGES | 01-110-54-00-5485 | 266.29 |
| | | | | 02 | 05/20-06/20 COPIER CHARGES | 01-120-54-00-5485 | 266.27 |
| | | | | 03 | 05/20-06/20 COPIER CHARGES | 01-220-54-00-5485 | 532.58 |
| | | | | 04 | 05/20-06/20 COPIER CHARGES | 01-210-54-00-5485 | 684.73 |
| | | | | 05 | 05/20-06/20 COPIER CHARGES | 01-410-54-00-5485 | 53.80 |
| | | | | 06 | 05/20-06/20 COPIER CHARGES | 51-510-54-00-5485 | 53.80 |
| | | | | 07 | 05/20-06/20 COPIER CHARGES | 52-520-54-00-5485 | 53.79 |
| | | | | 08 | 05/20-06/20 COPIER CHARGES | 79-795-54-00-5485 | 266.29 |
| | | | | 09 | 05/20-06/20 COPIER CHARGES | 79-790-54-00-5485 | 161.39 |
| | | | | | INVOICE TOTAL: | | 2,338.94 * |
| | | | | | CHECK TOTAL: | | 2,338.94 |
| 543039 | MECHANIC | MECHANICS LAB LLC | | | | | |
| | 6059 | | 05/30/25 | 01 | REPAIR EGR MODULE | 01-410-54-00-5490 | 3,934.84 |
| | | | | | INVOICE TOTAL: | | 3,934.84 * |
| | | | | | CHECK TOTAL: | | 3,934.84 |
| 543040 | MIDWSALT | MIDWEST SALT | | | | | |
| | P482557 | | 05/22/25 | 01 | BULK ROCK SALT | 51-510-56-00-5638 | 3,065.32 |
| | | | | | INVOICE TOTAL: | | 3,065.32 * |
| | P482585 | | 05/23/25 | 01 | BULK ROCK SALT | 51-510-56-00-5638 | 2,968.55 |
| | | | | | INVOICE TOTAL: | | 2,968.55 * |
| | P482593 | | 05/23/25 | 01 | BULK ROCK SALT | 51-510-56-00-5638 | 3,255.88 |
| | | | | | INVOICE TOTAL: | | 3,255.88 * |
| | | | | | CHECK TOTAL: | | 9,289.75 |
| 543041 | MROWCO | MATHEWSON RIGHT OF WAY CO, | | | | | |



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

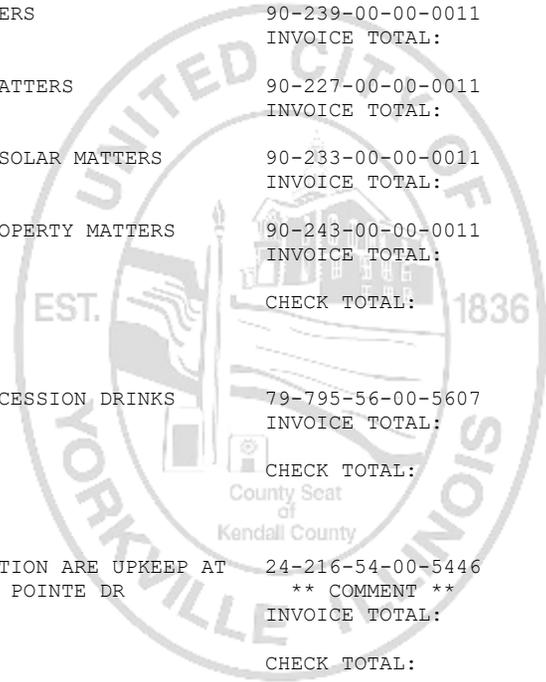
CHECK DATE: 06/24/25

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|----------------------|----------------------------|--------------|--------|------------------------------|-------------------|-------------|
| 543041 | MROWCO | MATHEWSON RIGHT OF WAY CO, | | | | | |
| | 24-0387-08 | | 05/31/25 | 01 | LAKE MICHIGAN WATER SYSTEM | 51-510-60-00-6011 | 10,482.50 |
| | | | | 02 | IMPROVEMENT PROJECT | ** COMMENT ** | |
| | | | | | INVOICE TOTAL: | | 10,482.50 * |
| | | | | | CHECK TOTAL: | | 10,482.50 |
| 543042 | NEOPOST | QUADIENT FINANCE USA, INC | | | | | |
| | 061125-CITY | | 06/11/25 | 01 | POSTAGE MACHINE REFILL | 01-000-14-00-1410 | 300.00 |
| | | | | | INVOICE TOTAL: | | 300.00 * |
| | | | | | CHECK TOTAL: | | 300.00 |
| 543043 | NICOR | NICOR GAS | | | | | |
| | 00-41-22-8748 4 | | 06/03/25 | 01 | 05/02-06/03 1107 PRAIRIE | 01-110-54-00-5480 | 56.96 |
| | | | | | INVOICE TOTAL: | | 56.96 * |
| | 15-64-61-3532 5-0525 | | 06/03/25 | 01 | 05/02-06/03 1991 CANNONBALL | 01-110-54-00-5480 | 59.37 |
| | | | | | INVOICE TOTAL: | | 59.37 * |
| | 20-52-56-2042 1-0525 | | 05/30/25 | 01 | 04/30-05/30 420 FAIRHAVEN | 01-110-54-00-5480 | 150.21 |
| | | | | | INVOICE TOTAL: | | 150.21 * |
| | 23-45-91-4862 5-0525 | | 06/04/25 | 01 | 05/05-06/04 101 BRUELL ST | 01-110-54-00-5480 | 152.32 |
| | | | | | INVOICE TOTAL: | | 152.32 * |
| | 61-60-41-1000 9-0525 | | 06/04/25 | 01 | 05/05-06/04 610 TOWER | 01-110-54-00-5480 | 101.68 |
| | | | | | INVOICE TOTAL: | | 101.68 * |
| | 83-80-00-1000 7-0525 | | 06/04/25 | 01 | 05/05-06/04 610 TOWER WELL | 01-110-54-00-5480 | 65.64 |
| | | | | | INVOICE TOTAL: | | 65.64 * |
| | 91-85-68-4012 8-0525 | | 06/04/25 | 01 | 05/02-06/03 902 GAME FARM RD | 82-820-54-00-5480 | 1,411.64 |
| | | | | | INVOICE TOTAL: | | 1,411.64 * |
| | | | | | CHECK TOTAL: | | 1,997.82 |



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

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT | |
|---------|----------|---------------------------|--------------|--------|-------------------------------|-------------------|------------|--|
| 543044 | OTTOSEN | OTTOSEN DINOLFO | | | | | | |
| | 14166 | | 04/30/25 | 01 | PROJECT STEELE MATTERS | 90-246-00-00-0011 | 897.00 | |
| | | | | | | INVOICE TOTAL: | 897.00 * | |
| | 14167 | | 04/30/25 | 01 | PROJECT CARDINAL MATTERS | 90-242-00-00-0011 | 1,012.00 | |
| | | | | | | INVOICE TOTAL: | 1,012.00 * | |
| | 14313 | | 04/30/25 | 01 | CYRUS ONE MATTERS | 90-227-00-00-0011 | 46.00 | |
| | | | | | | INVOICE TOTAL: | 46.00 * | |
| | 14315 | | 04/30/25 | 01 | COSTCO MATTERS | 90-239-00-00-0011 | 437.00 | |
| | | | | | | INVOICE TOTAL: | 437.00 * | |
| | 14318 | | 04/30/25 | 01 | CYRUS ONE MATTERS | 90-227-00-00-0011 | 1,069.50 | |
| | | | | | | INVOICE TOTAL: | 1,069.50 * | |
| | 14319 | | 04/30/25 | 01 | BEECHER RD SOLAR MATTERS | 90-233-00-00-0011 | 230.00 | |
| | | | | | | INVOICE TOTAL: | 230.00 * | |
| | 14320 | | 04/30/25 | 01 | CHRISTIE PROPERTY MATTERS | 90-243-00-00-0011 | 126.50 | |
| | | | | | | INVOICE TOTAL: | 126.50 * | |
| | | | | | | CHECK TOTAL: | 3,818.00 | |
| 543045 | PEPSI | PEPSI-COLA GENERAL BOTTLE | | | | | | |
| | 67312001 | | 06/06/25 | 01 | BEECHER CONCESSION DRINKS | 79-795-56-00-5607 | 388.00 | |
| | | | | | | INVOICE TOTAL: | 388.00 * | |
| | | | | | | CHECK TOTAL: | 388.00 | |
| 543046 | PIZZO | PIZZO AND ASSOCIATES, LTD | | | | | | |
| | 341-3 | | 06/01/25 | 01 | NATURALIZATTION ARE UPKEEP AT | 24-216-54-00-5446 | 732.19 | |
| | | | | 02 | 651 PRAIRIE POINTE DR | ** COMMENT ** | | |
| | | | | | | INVOICE TOTAL: | 732.19 * | |
| | | | | | | CHECK TOTAL: | 732.19 | |

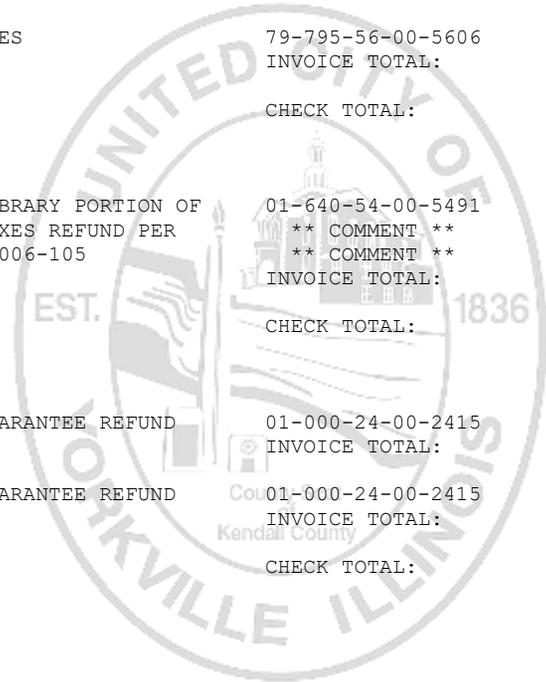


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|--------|-------------------------|--------|----------------------------|--------|---------------------------|--------|------------------|
| 01-110 | ADMIN | 12-112 | SUNFLOWER SSA | 25-225 | PARK & RECREATION CAPITAL | 84-840 | LIBRARY CAPITAL |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

CHECK DATE: 06/24/25

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| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|---------------|--------------------------------|--------------|--------|-----------------------------|-------------------|------------|
| 543047 | POLLARD | FERGUSON ENTERPRISES LLC #3325 | | | | | |
| | 0287931 | | 05/27/25 | 01 | HYD METER | 51-510-56-00-5640 | 1,012.69 |
| | | | | | | INVOICE TOTAL: | 1,012.69 * |
| | | | | | | CHECK TOTAL: | 1,012.69 |
| 543048 | PRINTSRC | LAMBERT PRINT SOURCE, LLC | | | | | |
| | 4732 | | 06/04/25 | 01 | GOLF OUTING SIGNAGE | 79-795-56-00-5606 | 650.00 |
| | | | | | | INVOICE TOTAL: | 650.00 * |
| | 4747 | | 06/10/25 | 01 | GOLF TROPHIES | 79-795-56-00-5606 | 454.50 |
| | | | | | | INVOICE TOTAL: | 454.50 * |
| | | | | | | CHECK TOTAL: | 1,104.50 |
| 543049 | R0000474 | NEIL BORNEMAN | | | | | |
| | 060225 | | 06/02/25 | 01 | CITY AND LIBRARY PORTION OF | 01-640-54-00-5491 | 1,285.45 |
| | | | | 02 | PROPERTY TAXES REFUND PER | ** COMMENT ** | |
| | | | | 03 | ORDINANCE 2006-105 | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 1,285.45 * |
| | | | | | | CHECK TOTAL: | 1,285.45 |
| 543050 | R0001975 | RYAN HOMES | | | | | |
| | 20240791-4436 | TAMPA | 05/29/25 | 01 | SECURITY GUARANTEE REFUND | 01-000-24-00-2415 | 5,000.00 |
| | | | | | | INVOICE TOTAL: | 5,000.00 * |
| | 20240792-552 | BISCAYN | 06/10/25 | 01 | SECURITY GUARANTEE REFUND | 01-000-24-00-2415 | 5,000.00 |
| | | | | | | INVOICE TOTAL: | 5,000.00 * |
| | | | | | | CHECK TOTAL: | 10,000.00 |
| 543051 | R0002655 | EARTHWISE PET SHOP | | | | | |

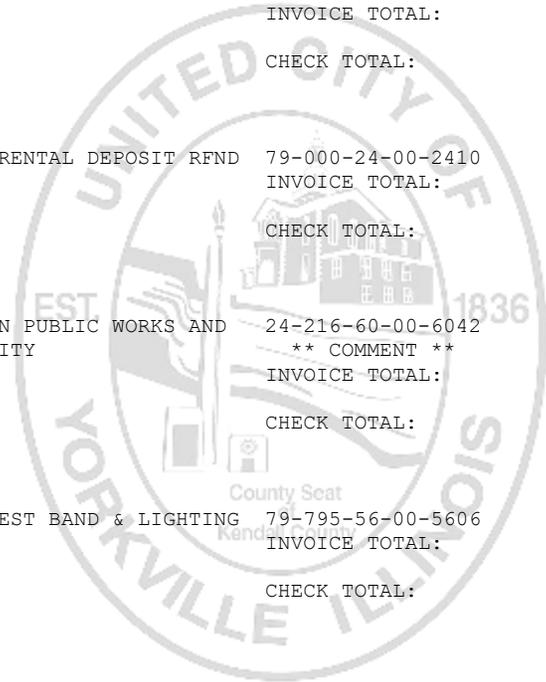


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|--------|-------------------------|--------|----------------------------|--------|---------------------------|--------|------------------|
| 01-110 | ADMIN | 12-112 | SUNFLOWER SSA | 25-225 | PARK & RECREATION CAPITAL | 84-840 | LIBRARY CAPITAL |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

CHECK DATE: 06/24/25

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| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|-----------------|--------------------------|--------------|--------|--------------------------------|-------------------|--------------|
| 543051 | R0002655 | EARTHWISE PET SHOP | | | | | |
| | 224825 | | 06/07/25 | 01 | PET ADOPTION EVENT DEPOSIT | 79-000-24-00-2410 | 500.00 |
| | | | | 02 | REFUND | ** COMMENT ** | |
| | | | | | INVOICE TOTAL: | | 500.00 * |
| | | | | | CHECK TOTAL: | | 500.00 |
| 543052 | R0002706 | MYRANDA BENAVIDEZ | | | | | |
| | 053125 | | 05/31/25 | 01 | BEECHER DEPOSIT REFUND | 01-000-24-00-2410 | 550.00 |
| | | | | | INVOICE TOTAL: | | 550.00 * |
| | | | | | CHECK TOTAL: | | 550.00 |
| 543053 | R0002707 | ANGELA FREIDT | | | | | |
| | 224826 | | 06/07/25 | 01 | RIVERFRONT RENTAL DEPOSIT RFND | 79-000-24-00-2410 | 100.00 |
| | | | | | INVOICE TOTAL: | | 100.00 * |
| | | | | | CHECK TOTAL: | | 100.00 |
| 543054 | RCWEGMAN | R.C. WEGMAN CONSTRUCTION | | | | | |
| | 2 | | 05/31/25 | 01 | WORK DONE ON PUBLIC WORKS AND | 24-216-60-00-6042 | 670,630.67 |
| | | | | 02 | PARKS FACILITY | ** COMMENT ** | |
| | | | | | INVOICE TOTAL: | | 670,630.67 * |
| | | | | | CHECK TOTAL: | | 670,630.67 |
| 543055 | REHMD | DARRELL REHM | | | | | |
| | 2025 RIVER FEST | | 06/10/25 | 01 | 2025 RIVERFEST BAND & LIGHTING | 79-795-56-00-5606 | 600.00 |
| | | | | | INVOICE TOTAL: | | 600.00 * |
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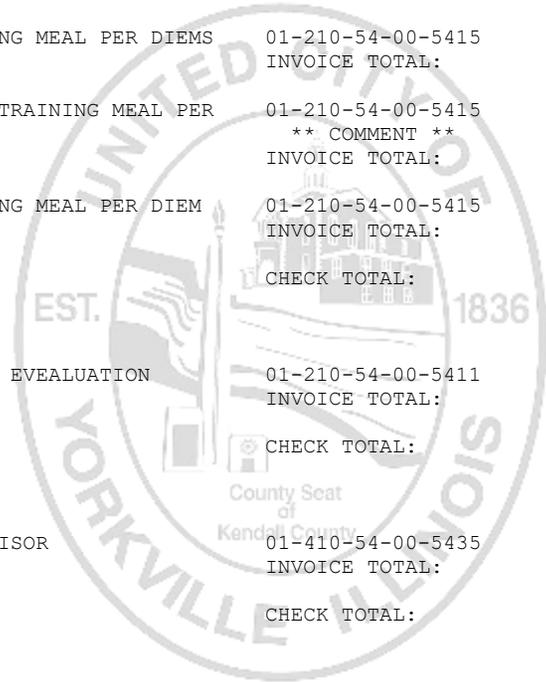


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|--------|-------------------------|--------|----------------------------|--------|---------------------------|--------|------------------|
| 01-110 | ADMIN | 12-112 | SUNFLOWER SSA | 25-225 | PARK & RECREATION CAPITAL | 84-840 | LIBRARY CAPITAL |
| 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 | | | | |

CHECK DATE: 06/24/25

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| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|-----------------|-----------------------------|--------------|--------|--------------------------------|-------------------|------------|
| 543056 | RIPSCH | MATTHEW RIPSCH | | | | | |
| | 2025 RIVERFEST | | 06/09/25 | 01 | 2025 RIVERFEST BAND | 79-795-56-00-5606 | 1,200.00 |
| | | | | | | INVOICE TOTAL: | 1,200.00 * |
| | | | | | | CHECK TOTAL: | 1,200.00 |
| 543057 | SCHWARTJ | JACOB A SCHWARTZ | | | | | |
| | 060425-PER DIEM | | 06/12/25 | 01 | FIRELD OPERATION MEAL PER DIEM | 01-210-54-00-5415 | 44.00 |
| | | | | | | INVOICE TOTAL: | 44.00 * |
| | 061325-PERDIEM | | 06/02/25 | 01 | SLEA TRAINING MEAL PER DIEMS | 01-210-54-00-5415 | 110.00 |
| | | | | | | INVOICE TOTAL: | 110.00 * |
| | 062725-PER DIEM | | 06/12/25 | 01 | ROMEOWILLE TRAINING MEAL PER | 01-210-54-00-5415 | 100.00 |
| | | | | 02 | DIEMS | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 100.00 * |
| | 072825-PER DIEM | | 06/12/25 | 01 | HSTI TRAINING MEAL PER DIEM | 01-210-54-00-5415 | 22.00 |
| | | | | | | INVOICE TOTAL: | 22.00 * |
| | | | | | | CHECK TOTAL: | 276.00 |
| 543058 | STANDARD | STANDARD & ASSOCIATES, INC. | | | | | |
| | SA000061566 | | 05/28/25 | 01 | PERSONALITY EVEALUATION | 01-210-54-00-5411 | 495.00 |
| | | | | | | INVOICE TOTAL: | 495.00 * |
| | | | | | | CHECK TOTAL: | 495.00 |
| 543059 | TRAFFIC | TRAFFIC CONTROL CORPORATION | | | | | |
| | 158580 | | 06/05/25 | 01 | SNOW CONE VISOR | 01-410-54-00-5435 | 345.00 |
| | | | | | | INVOICE TOTAL: | 345.00 * |
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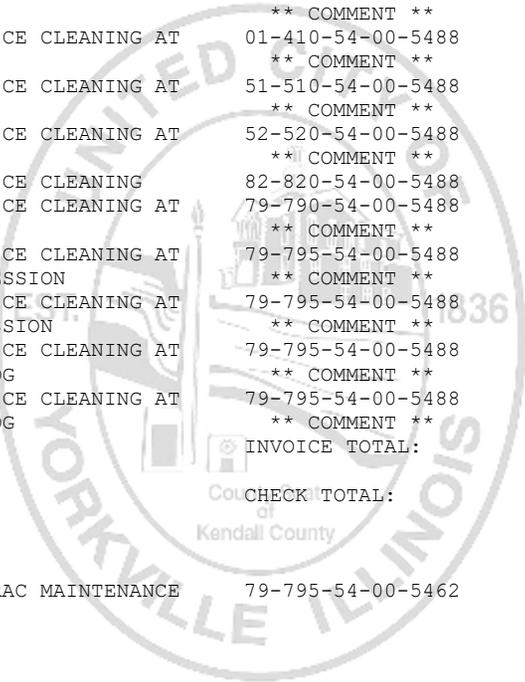


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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 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 | | |

CHECK DATE: 06/24/25

FY 26

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT | |
|---------|----------|-------------------------|--------------|--------|-----------------------------|-------------------|------------|--|
| 543060 | UNIMAX | UNI-MAX MANAGEMENT CORP | | | | | | |
| | 5381 | | 05/18/25 | 01 | MAY 2025 OFFICE CLEANING AT | 01-110-54-00-5488 | 369.55 | |
| | | | | 02 | 651 PP | ** COMMENT ** | | |
| | | | | 03 | MAY 2025 OFFICE CLEANING AT | 01-120-54-00-5488 | 369.55 | |
| | | | | 04 | 651 PP | ** COMMENT ** | | |
| | | | | 05 | MAY 2025 OFFICE CLEANING AT | 01-210-54-00-5488 | 1,061.38 | |
| | | | | 06 | 651 PP | ** COMMENT ** | | |
| | | | | 07 | MAY 2025 OFFICE CLEANING AT | 79-795-54-00-5488 | 318.11 | |
| | | | | 08 | 651 PP | ** COMMENT ** | | |
| | | | | 09 | MAY 2025 OFFICE CLEANING AT | 01-220-54-00-5488 | 203.41 | |
| | | | | 10 | 651 PP | ** COMMENT ** | | |
| | | | | 11 | MAY 2025 OFFICE CLEANING AT | 01-410-54-00-5488 | 153.00 | |
| | | | | 12 | PW FACILITY | ** COMMENT ** | | |
| | | | | 13 | MAY 2025 OFFICE CLEANING AT | 51-510-54-00-5488 | 153.00 | |
| | | | | 14 | PW FACILITY | ** COMMENT ** | | |
| | | | | 15 | MAY 2025 OFFICE CLEANING AT | 52-520-54-00-5488 | 153.00 | |
| | | | | 16 | PW FACILITY | ** COMMENT ** | | |
| | | | | 18 | MAY 2025 OFFICE CLEANING | 82-820-54-00-5488 | 2,106.00 | |
| | | | | 19 | MAY 2025 OFFICE CLEANING AT | 79-790-54-00-5488 | 230.00 | |
| | | | | 20 | 185 WOLF ST | ** COMMENT ** | | |
| | | | | 21 | MAY 2025 OFFICE CLEANING AT | 79-795-54-00-5488 | 230.00 | |
| | | | | 22 | BEECHER CONCESSION | ** COMMENT ** | | |
| | | | | 23 | MAY 2025 OFFICE CLEANING AT | 79-795-54-00-5488 | 230.00 | |
| | | | | 24 | BRIDGE CONCESSION | ** COMMENT ** | | |
| | | | | 25 | MAY 2025 OFFICE CLEANING AT | 79-795-54-00-5488 | 702.00 | |
| | | | | 26 | PRESCHOOL BLDG | ** COMMENT ** | | |
| | | | | 27 | MAY 2025 OFFICE CLEANING AT | 79-795-54-00-5488 | 230.00 | |
| | | | | 28 | VAN EMMON BLDG | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 6,509.00 * | |
| | | | | | CHECK TOTAL: | | 6,509.00 | |



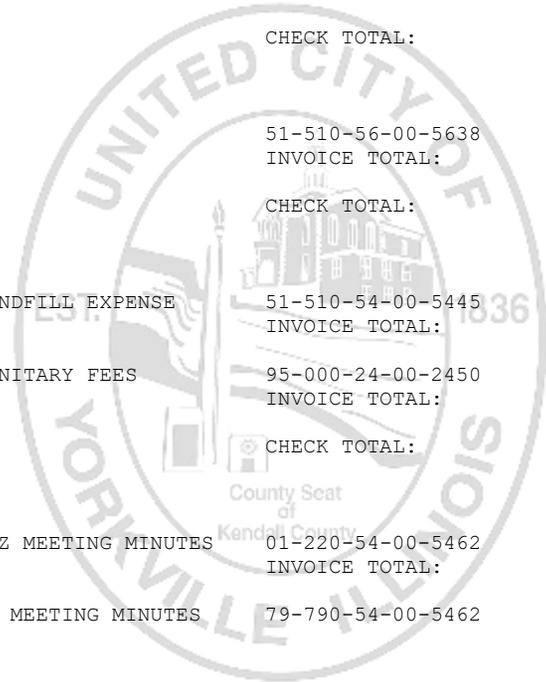
| | | | | | | | | |
|--------|----------|-----------------|----------|----|----------------------------|-------------------|-----------|--|
| 543061 | VERMONT | VERMONT SYSTEMS | | | | | | |
| | VS017005 | | 06/02/25 | 01 | RECTRAC/WBTRAC MAINTENANCE | 79-795-54-00-5462 | 20,699.20 | |

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

CHECK DATE: 06/24/25

FY 26

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT | |
|---------|------------|--------------------------------|--------------|--------|------------------------------|-------------------|--------------|--|
| 543061 | VERMONT | VERMONT SYSTEMS | | | | | | |
| | VS017005 | | 06/02/25 | 02 | FEE RENEWAL | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 20,699.20 * | |
| | | | | | CHECK TOTAL: | | 20,699.20 | |
| 543062 | VITOSH | CHRISTINE M. VITOSH | | | | | | |
| | 2340 | | 05/31/25 | 01 | 05/14/25 P&z MEETING | 01-220-54-00-5462 | 268.25 | |
| | | | | | INVOICE TOTAL: | | 268.25 * | |
| | | | | | CHECK TOTAL: | | 268.25 | |
| 543063 | WATERSYS | WATER SOLUTIONS UNLIMITED, INC | | | | | | |
| | 7084422 | | 05/30/25 | 01 | CHEMICALS | 51-510-56-00-5638 | 2,308.50 | |
| | | | | | INVOICE TOTAL: | | 2,308.50 * | |
| | | | | | CHECK TOTAL: | | 2,308.50 | |
| 543064 | YBSD | YORKVILLE BRISTOL | | | | | | |
| | 2025.011 | | 06/01/25 | 01 | JUN 2025 LANDFILL EXPENSE | 51-510-54-00-5445 | 33,169.17 | |
| | | | | | INVOICE TOTAL: | | 33,169.17 * | |
| | 25-MAY | | 06/03/25 | 01 | MAY 2025 SANITARY FEES | 95-000-24-00-2450 | 314,578.34 | |
| | | | | | INVOICE TOTAL: | | 314,578.34 * | |
| | | | | | CHECK TOTAL: | | 347,747.51 | |
| 543065 | YOUNGM | MARLYS J. YOUNG | | | | | | |
| | 051425-P&Z | | 05/26/25 | 01 | 05/14/25 P&Z MEETING MINUTES | 01-220-54-00-5462 | 85.00 | |
| | | | | | INVOICE TOTAL: | | 85.00 * | |
| | 051525-PR | | 05/30/25 | 01 | 05/15/25 PR MEETING MINUTES | 79-790-54-00-5462 | 42.50 | |



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

CHECK DATE: 06/24/25

H["48

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|--------------|-----------------|--------------|--------|--------------------------------|--------------------|--------------|
| 543065 | YOUNGM | MARLYS J. YOUNG | | | | | |
| | 051525-PR | | 05/30/25 | 02 | 05/15/25 PR MEETING MINUTES | 79-795-54-00-5462 | 42.50 |
| | | | | | | INVOICE TOTAL: | 85.00 * |
| | 052025-PW | | 06/03/25 | 01 | 05/20/25 PW MEETING MINUTES | 01-110-54-00-5462 | 85.00 |
| | | | | | | INVOICE TOTAL: | 85.00 * |
| | 052125-ADMIN | | 06/04/25 | 01 | 05/21/25 ADMIN MEETING MINUTES | 01-110-54-00-5462 | 85.00 |
| | | | | | | INVOICE TOTAL: | 85.00 * |
| | | | | | | CHECK TOTAL: | 340.00 |
| | | | | | | TOTAL AMOUNT PAID: | 1,305,158.83 |



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



UNITED CITY OF YORKVILLE PAYROLL SUMMARY June 6, 2025

| | <u>REGULAR</u> | <u>OVERTIME</u> | <u>TOTAL</u> | <u>IMRF</u> | <u>FICA</u> | <u>TOTALS</u> |
|-------------------------------|----------------------|---------------------|----------------------|---------------------|---------------------|----------------------|
| ADMINISTRATION | 26,855.29 | - | 26,855.29 | 1,793.14 | 2,000.91 | 30,649.34 |
| FINANCE | 28,718.52 | - | 28,718.52 | 1,906.93 | 2,161.07 | 32,786.52 |
| POLICE | 164,808.10 | 16,183.89 | 180,991.99 | 532.59 | 13,503.16 | 195,027.74 |
| COMMUNITY DEV. | 48,468.54 | - | 48,468.54 | 3,191.09 | 3,622.30 | 55,281.93 |
| STREETS | 31,976.97 | - | 31,976.97 | 2,123.26 | 2,368.95 | 36,469.18 |
| BUILDING & GROUNDS | 7,341.64 | - | 7,341.64 | 497.44 | 558.72 | 8,397.80 |
| WATER | 27,029.24 | 630.17 | 27,659.41 | 1,789.21 | 2,036.29 | 31,484.91 |
| SEWER | 19,224.12 | - | 19,224.12 | 1,276.46 | 1,413.78 | 21,914.36 |
| PARKS | 49,208.04 | 719.05 | 49,927.09 | 3,108.79 | 3,762.60 | 56,798.48 |
| RECREATION | 37,352.99 | - | 37,352.99 | 2,136.00 | 2,802.92 | 42,291.91 |
| LIBRARY | 18,664.52 | - | 18,664.52 | 820.24 | 1,370.34 | 20,855.10 |
| TOTALS | \$ 459,647.97 | \$ 17,533.11 | \$ 477,181.08 | \$ 19,175.15 | \$ 35,601.04 | \$ 531,957.27 |

TOTAL PAYROLL

\$ 531,957.27



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, June 24, 2025

ACCOUNTS PAYABLE

DATE

FY 25

City Check Register - FY 25 *(Pages 1 - 10)*

06/24/2025 417,531.82

SUB-TOTAL: \$ 417,531.82

FY 26

Manual City Check Register - FY 25 *(Page 11)*

06/11/2025 2,500.00

Manual City Check Register - FY 25 *(Pages 12 - 16)*

06/13/2025 1,547,742.68

Manual City Check Register - FY 25 *(Page 17)*

06/17/2025 163,837.96

Manual City Check Register - FY 25 *(Pages 18 - 23)*

06/20/2025 138,157.50

City Check Register - FY 26 *(Pages 24 - 43)*

06/24/2025 1,305,158.83

SUB-TOTAL: \$3,157,396.97

PAYROLL

Bi - Weekly *(Page 44)*

06/06/2025 \$ 449,914.18

SUB-TOTAL: \$ 449,914.18

TOTAL DISBURSEMENTS: \$ 4,024,842.97



| 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 checked="" type="checkbox"/> |
| Parks and Recreation | <input type="checkbox"/> |

Agenda Item Number

Consent Agenda #2

Tracking Number

PW 2025-61

Agenda Item Summary Memo

Title: Countryside Lift Station Design Engineering Agreement

Meeting and Date: City Council – June 24, 2025

Synopsis: Design engineering proposal for the rehab of countryside lift station

Council Action Previously Taken:

Date of Action: PW – 6/17/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-61

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: June 3, 2025
Subject: Countryside Lift Station Design Engineering Contract

Summary

A proposed design engineering contract from EEI for the rehabilitation of the Countryside Lift Station.

Background

The countryside lift station was put into service 20 years ago, in 2005. Since that time, we have performed all necessary maintenance and preventative maintenance, but there comes a time when an overhaul is needed. This is especially true when dealing with an environment such as a lift station that handles thousands of gallons of sewage per day, every day, nonstop for 20 years.

This rehab is focusing on the following areas:

1. Discharge piping repair or replacement with recoating. The corrosive environment has eaten away at the protective coating and piping.
2. Replace the pump access hatches with aluminum hatches with fall protection. Currently there are metal grates that are becoming corroded.
3. Install new gas meters in the pump control room and wet well area. Integrate gas detection into the SCADA system.
4. Install piping for vac truck to hook to to clean wet wells.
5. Clean and rehab the interior sump area
6. Repair or replace pump motors and mounting flanges.
7. Install a dehumidifier in the wet well area.

EEI is proposing a flat fee contract of \$55,738 and direct expenses of \$14,600 for a total contract amount of \$70,388. This is to perform the research, put together a project manual, design, permit with the IEPA, and bid the project out.

Recommendation

Staff recommends approval of this contract with EEI in an amount not to exceed \$70,388.

Resolution No. 2025-_____

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

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

WHEREAS, the City's Public Works Department plans to conduct certain improvements to the Countryside Lift Station (the "Project"); and

WHEREAS, completion of the Project will require engineering services conducted by an outside engineering firm; and

WHEREAS, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

WHEREAS, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

WHEREAS, the City administration recommends approval of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council (the "Corporate Authorities") of the United City of Yorkville, Kendall County, Illinois, as follows:

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

Section 2. The Mayor and City Clerk are hereby authorized to execute a *Countryside Lift Station Improvements, United City of Yorkville, Professional Services Agreement – Design*

Engineering, attached hereto as *Exhibit A*.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval according to law.

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

City Clerk

***Countryside Lift Station Improvements
United City of Yorkville
Professional Services Agreement – Design Engineering***

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Design Engineering for the lift station indicated in Attachment E will be provided. Construction Engineering services are not included and would be provided in a separate agreement. Engineering will be in accordance with all City and Illinois Environmental Protection Agency requirements.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$58,414. Direct Expenses are estimated at \$16,100. The total contract amount is **\$74,514**. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.



E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The Village's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the Village for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).



Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal



sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: United States Citizen ___ Resident Alien ___ Non-Resident Alien
The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ___ Individual ___ Real Estate Agent ___ Sole Proprietorship ___ Government Entity ___ Partnership ___ Tax Exempt Organization (IRC 501(a) only) Corporation ___ Not for Profit Corporation ___ Trust or Estate ___ Medical and Health Care Services Provider Corp.

I. Indemnification:

Contractor shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are



included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimate of Level of Effort and Associated Cost
- Attachment D:** Estimated Schedule
- Attachment E:** Location Map
- Attachment F:** 2025 Standard Schedule of Charges



L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

For the ENGINEER:

City Administrator and City Clerk
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ____ day of _____, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, PE
Chief Operating Officer / President

Jori Behland
City Clerk

Angie Smith
Director of Marketing & Business
Development



STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of



profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.



**Countryside Lift Station Improvements
United City of Yorkville, IL
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

The United City of Yorkville plans to improve its Countryside Lift Station facilities. The improvements will include replacing the discharge header piping, valves, flowmeters, submersible pumps, and pump access hatches. Additionally, there will be rehabilitation of the wet well sump areas, ventilation improvements, installation of new gas detection meters, vector piping, and a new dehumidifier in the wet well area.

The following list of work items establishes the scope of design engineering services for this project

DESIGN ENGINEERING

2.1 Project Administration

- Management of Personnel and the Engineering Contract
- Budget Tracking
- Coordination with Sub-Consultants (Archer Consulting Engineers & Hutter Trankina Engineering)
- QC/QA of Final Plans, Specifications and Estimates

2.2 Project Meetings and Site Visits

- Attend One (1) Project Initiation Meeting and One (1) Design Review Meeting
- Conduct Two (2) Site Visits of Lift Station – One (1) After Project Initiation Meeting and One (1) with Sub-Consultants

2.3 Design and Preparation of 50% Design Submittal

- Preparation of 50% of Design Submittal (Project Manual and Drawings)
- Coordination with Sub-Consultants and Equipment Manufacturers
- Preparation of Engineer's Opinion of Probable Construction Cost
- Addressing City Review Comments on 50% Design Submittal

2.4 IEPA Construction Permit Coordination

- Prepare IEPA Construction Permit Application and Acquire Permit
- Address IEPA Review Comments

2.5 Preparation of 100% Design Submittal

- Preparation of 100% of Design Submittal (Project Manual and Drawings) for Bidding
- Additional Coordination with Sub-Consultants and Equipment Manufacturers
- Addressing City Review Comments on 100% Design Submittal

2.6 Bidding and Contracting

- Preparation of Advertisement for Bids
- Attend Pre-Bid Meeting and Lead Site Tour
- Respond of Bidding Inquiries
- Maintain Bidder List, Coordinate Addenda and Distribution
- Attend Bid Opening, Review Bids, and Prepare Bid Tabulation and Recommendation of Award
- Facilitate Execution of Contract Documents with Contractor and Village



The following scope of services will be provided by EEI's subconsultants Archer Consulting Engineers & Hutter Trankina Engineering:

- Archer Consulting Engineers - Electrical Design, Plans and Specifications
- Hutter Trankina Engineering - Structural Design, Plans, and Specifications

EXCLUSIONS:

- Easement Negotiations
- Preparation of Easement Agreements
- Right-Of-Way Negotiations and Appraisals
- Construction Engineering Services
- Design Phase Geotechnical Engineering or CCDD Coordination
- Preliminary Environmental Site Assessment (PESA)
- Archeological Surveys
- Obtain IEPA Operating Permit
- Environmental Surveys including but not limited to Tree Surveys
- No Allowance for Public Involvement or Public Meetings

The above scope for "Countryside Lift Station" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



**ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

| | | | |
|---------------------------------------|-------------|-----------------------|--|
| CLIENT | | PROJECT NUMBER | |
| United City of Yorkville | | YO2443-P | |
| PROJ | DATE | PREPARED BY | |
| United City of Yorkville | 5/22/25 | KEP | |
| Countryside Lift Station Improvements | | | |

| TASK NO. | TASK DESCRIPTION | ROLE RATE | PIC \$251 | PM \$218 | PE \$175 | SPS II \$182 | CAD TECH \$171 | ADMIN \$70 | HOURS | COST |
|----------|------------------|-----------|-----------|----------|----------|--------------|----------------|------------|-------|------|
|----------|------------------|-----------|-----------|----------|----------|--------------|----------------|------------|-------|------|

| DESIGN ENGINEERING | | | | | | | | | | |
|-------------------------------------|--|--|----------|-----------|------------|----------|-----------|----------|------------|------------------|
| 2.1 | Project Administration | | 2 | 6 | | | | | 8 | \$ 1,810 |
| 2.2 | Project Meetings and Site Visits | | | 8 | 8 | | | | 16 | \$ 3,144 |
| 2.3 | Design and Preparation of 50% Design Submittal | | 2 | 36 | 82 | | 48 | | 168 | \$ 30,908 |
| 2.4 | IEPA Construction Permit Coordination | | | 10 | 12 | | | | 22 | \$ 4,280 |
| 2.5 | Preparation of 100% Design Submittal | | 2 | 16 | 28 | | 24 | | 70 | \$ 12,994 |
| 2.6 | Bidding and Contracting | | 2 | 6 | 12 | | 8 | | 28 | \$ 5,278 |
| Design Engineering Subtotal: | | | 8 | 82 | 142 | - | 80 | - | 312 | \$ 58,414 |

| | | | | | | | | | | |
|-----------------------|--|--|----------|-----------|------------|----------|-----------|----------|------------|------------------|
| PROJECT TOTAL: | | | 8 | 82 | 142 | - | 80 | - | 312 | \$ 58,414 |
|-----------------------|--|--|----------|-----------|------------|----------|-----------|----------|------------|------------------|

NOTES:

1. See Attachment B for Detailed Scope of Services and Exclusions

| DIRECT EXPENSES | |
|-------------------------------------|------------------|
| Printing/Scanning/Vehicle Charges = | \$ 600 |
| Archer Design Services = | \$ 10,500 |
| HTE Design Services = | \$ 5,000 |
| DIRECT EXPENSES = | \$ 16,100 |

| LABOR SUMMARY | |
|-----------------------------|------------------|
| EEI Labor Expenses = | \$ 58,414 |
| TOTAL LABOR EXPENSES | \$ 58,414 |

| | |
|--------------------|------------------|
| TOTAL COSTS | \$ 74,514 |
|--------------------|------------------|



ATTACHMENT D: ESTIMATED SCHEDULE

| CLIENT | | PROJECT NUMBER | | | | | | | | | |
|--|--|----------------|-----|-----|------|-----|-------------|-----|-----|------|--|
| United City of Yorkville | | YO2443-P | | | | | | | | | |
| PROJECT TITLE | | DATE | | | | | PREPARED BY | | | | |
| Countryside Lift Station Improvements - Design Engineering | | 5/22/25 | | | | | KEP | | | | |
| TASK NO. | TASK DESCRIPTION | | | | | | | | | | |
| | | 2025 | | | | | | | | 2026 | |
| | | JUN | JUL | AUG | SEPT | OCT | NOV | DEC | JAN | FEB | |
| 2.1 | Project Administration | | | | | | | | | | |
| 2.2 | Project Meetings and Site Visits | | | | | | | | | | |
| 2.3 | Design and Preparation of 50% Design Submittal | | | | | | | | | | |
| 2.4 | IEPA Construction Permit Coordination | | | | | | | | | | |
| 2.5 | Preparation of 100% Design Submittal | | | | | | | | | | |
| 2.6 | Bidding and Contracting | | | | | | | | | | |
| | Construction* | | | | | | | | | | |

* A separate construction engineering agreement will be provided.



COUNTRYSIDE LIFT STATION
1975 N. BRIDGE ST, YORKVILLE, IL 60560



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



United City of Yorkville
 651 Prairie Pointe Dr.
 Yorkville, IL 60560
 630-553-4350
 www.yorkville.il.us

| NO. | DATE | REVISIONS |
|-----|------|-----------|
| | | |
| | | |
| | | |

| | |
|--------------|---------------------------------|
| DATE: | SEPTEMBER 2024 |
| PROJECT NO.: | YO2443 |
| BY: | MJT |
| PATH: | |
| FILE: | YO2443_COUNTRYSIDE LIFT STATION |



ATTACHMENT E
COUNTRYSIDE LIFT STATION
IMPROVEMENTS
LOCATION MAP



Copyright nearmap 2015



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

| EMPLOYEE DESIGNATION | CLASSIFICATION | HOURLY RATE |
|-------------------------------------|----------------|-------------|
| Senior Principal | E-4 | \$256.00 |
| Principal | E-3 | \$251.00 |
| Senior Project Manager | E-2 | \$243.00 |
| Project Manager | E-1 | \$218.00 |
| Senior Project Engineer/Surveyor II | P-6 | \$208.00 |
| Senior Project Engineer/Surveyor I | P-5 | \$193.00 |
| Project Engineer/Surveyor | P-4 | \$175.00 |
| Senior Engineer/Surveyor | P-3 | \$161.00 |
| Engineer/Surveyor | P-2 | \$146.00 |
| Associate Engineer/Surveyor | P-1 | \$132.00 |
| Senior Project Technician II | T-6 | \$182.00 |
| Senior Project Technician I | T-5 | \$171.00 |
| Project Technician | T-4 | \$159.00 |
| Senior Technician | T-3 | \$146.00 |
| Technician | T-2 | \$132.00 |
| Associate Technician | T-1 | \$115.00 |
| GIS Technician II | G-2 | \$130.00 |
| GIS Technician I | G-1 | \$119.00 |
| Engineering/Land Surveying Intern | I-1 | \$ 85.00 |
| Executive Administrative Assistant | A-4 | \$ 80.00 |
| Administrative Assistant | A-3 | \$ 75.00 |

VEHICLES. DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS*

| | | |
|--|--------------------------------|----------|
| Vehicle for Construction Observation | | \$ 20.00 |
| Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone | | \$235.00 |
| Expert Testimony | | \$290.00 |
| In-House Scanning and Reproduction | \$0.25/Sq. Ft. (Black & White) | |
| | \$1.00/Sq. Ft. (Color) | |
| Reimbursable Expenses (Direct Costs) | Cost | |
| Services by Others (Direct Costs) | Cost + 10% | |

* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY



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

Agenda Item Number

Consent Agenda #3

Tracking Number

PW 2025-62

Agenda Item Summary Memo

Title: 2025 Stormwater Basin Inspections Engineering Agreement

Meeting and Date: City Council – June 24, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 6/17/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-62

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: June 11, 2025
Subject: 2025 Stormwater Basin Inspection PSA

Summary

A proposed PSA from EEI to perform engineering inspections on certain stormwater basins in the city and provide an inspection report to the owner(s) of the basin.

Background

This has been an ongoing program in the City for many years now. Each year we rotate a quadrant of the city for investigation of basins and follow up inspections with last year's inspections as well.

The inspection entails walking the entirety of each site and identifying any areas of concern such as clogged pipes or outfalls, invasive plants such as cattails, willows, and phragmites, erosion along the shoreline, illegal outfalls, evidence of animals such as beavers and muskrats, and trash or excessive debris in the pond. In essence, we look for anything that would cause the basin to not function correctly.

Depending on the basin, they may look at other factors such as overland release water ways, retaining walls, naturalized plantings, and landscaping around the basin to make sure everything is healthy and functioning as it should.

These inspections are important to all residents to ensure that the stormwater basins are functioning properly and will be able to handle and process storm water properly when needed.

For this PSA, EEI is proposing to inspect 24 basins and follow up on 40 basins that were inspected last year to mark the progress or lack thereof with the owners. For this service a fixed fee of \$19,764 is proposed.

Since this is not linked to a specific project or ongoing development, this would be funded out of the Engineering Services budget in the Administrative Services section.

Recommendation

Staff recommends approval of this contract.

Resolution No. 2025-_____

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

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

WHEREAS, the City's Public Works Department plans to conduct inspection on certain stormwater basins throughout the City (the "Project"); and

WHEREAS, completion of the Project will require engineering services conducted by an outside engineering firm; and

WHEREAS, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

WHEREAS, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

WHEREAS, the City administration recommends approval of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council (the "Corporate Authorities") of the United City of Yorkville, Kendall County, Illinois, as follows:

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

Section 2. The Mayor and City Clerk are hereby authorized to execute an *Agreement for Professional Services – Engineering – 2025 Stormwater Basin Inspections*, attached hereto as

Exhibit A.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval according to law.

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

City Clerk

Agreement for Professional Services – Engineering
United City of Yorkville
2025 Stormwater Basin Inspections

THIS AGREEMENT, by and between the *United City of Yorkville*, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Engineering services shall be provided as indicated on the Scope of Services on Attachment B. The Engineer shall work with the City to develop an inspection schedule consistent with available funding. All Engineering will be in accordance with the City's Stormwater Management Plan and NPDES MS4 Permit requirements.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Engineering Services will be paid for monthly based on the hours worked on the project. The Estimated Hourly and Direct Costs for the Engineering Services is \$19,764.00. The hourly rates for this project are shown in Attachment F. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.



E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without Contractor's consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.



Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: United States Citizen Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes



be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied).

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows: *The list of Attachments are as follows:*

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: 2025 Standard Schedule of Charges



L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the *City*:

For the Contractor:

City Administrator and City Clerk
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ___ day of _____, 2025.

United City of Yorkville

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, P.E.
Chief Operating Officer / President

Jori Behland
City Clerk

Angela R. Smith
Director of Marketing and
Business Development



STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations. ENGINEER agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.



Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.



**Agreement for Professional Services - Engineering
United City of Yorkville
2025 Stormwater Basin Inspections**

Attachment B – Scope of Services

The United City of Yorkville requests inspection services for their Stormwater Basin Inspection Program required by the City's Stormwater Management Plan under the City's NPDES MS4 permit with IEPA. The 2025 Inspections are in the Southwest Quadrant of the City.

The following list of work items establishes the scope of engineering services for this project:

ENGINEERING SERVICES:

2.1 Project Management and Administration

- Management of Personnel and the Engineering Contract
- Inspection and Compliance Tracking
- Coordination with the City

2.2 2025 Basin Inspections (SW Quadrant – 24 Sites)

- On-Site Field Inspection
- Inspection Report Preparation

2.3 2024 Basin Inspection Follow Up (40 Sites)

- On-Site Field Inspections
- Correspondence/Update Report

2.4 Property Owner Coordination

- Respond to Questions
- Field Meetings as Requested

EXCLUSIONS

The above scope of services does not include the following:

- Preparation of Maintenance Plans
- Wetland Services
- Construction Services
- Land Surveying Services

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with EEI's Standard Schedule of Charges (Attachment D) in affect at the time the extra work is performed.



**ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

| | | |
|-----------------------------------|-------------|--------------------|
| CLIENT | | |
| UNITED CITY OF YORKVILLE | | |
| PROJECT TITLE | DATE | PREPARED BY |
| 2025 STORMWATER BASIN INSPECTIONS | 6/9/2025 | TNP |

| TASK NO. | WORK ITEM ¹ | ROLE | PRINCIPAL | SENIOR PM | SENIOR PE II | PROJECT TECH | CAD | ADMIN | HOURS | COST |
|-------------------------------------|---------------------------------------|------|-----------|-----------|--------------|--------------|----------|----------|------------|------------------|
| | | RATE | \$256 | \$243 | \$218 | \$159 | \$159 | \$75 | | |
| ENGINEERING SERVICES | | | | | | | | | | |
| 2.1 | Project Management and Administration | | 1 | 2 | | 8 | | | 11 | \$ 2,014 |
| 2.2 | 2025 Basin Inspection | | 1 | 4 | | 36 | | | 41 | \$ 6,952 |
| 2.3 | 2024 Basin Inspection Follow Up | | 1 | 4 | | 40 | | | 45 | \$ 7,588 |
| 2.4 | Property Owner Coordination | | 1 | 4 | | 8 | | | 13 | \$ 2,500 |
| Design Engineering Subtotal: | | | 4 | 14 | - | 92 | - | - | 110 | \$ 19,054 |
| PROJECT TOTAL: | | | 4 | 14 | - | 92 | - | - | 110 | 19,054 |

Notes:

1. See Detailed Scope and Exclusions on Attachment B - Scope of Services

| DIRECT EXPENSES | |
|--------------------------|---------------|
| Printing/Scanning = | \$ 150 |
| Mileage = | \$ 560 |
| DIRECT EXPENSES = | \$ 710 |

| LABOR SUMMARY | |
|-----------------------------|------------------|
| EEI Labor Expenses = | \$ 19,054 |
| TOTAL LABOR EXPENSES | \$ 19,054 |

| | |
|--------------------|------------------|
| TOTAL COSTS | \$ 19,764 |
|--------------------|------------------|





ENGINEERING ENTERPRISES, INC.

Attachment D

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

| EMPLOYEE DESIGNATION | CLASSIFICATION | HOURLY RATE |
|-------------------------------------|----------------|-------------|
| Senior Principal | E-4 | \$256.00 |
| Principal | E-3 | \$251.00 |
| Senior Project Manager | E-2 | \$243.00 |
| Project Manager | E-1 | \$218.00 |
| Senior Project Engineer/Surveyor II | P-6 | \$208.00 |
| Senior Project Engineer/Surveyor I | P-5 | \$193.00 |
| Project Engineer/Surveyor | P-4 | \$175.00 |
| Senior Engineer/Surveyor | P-3 | \$161.00 |
| Engineer/Surveyor | P-2 | \$146.00 |
| Associate Engineer/Surveyor | P-1 | \$132.00 |
| Senior Project Technician II | T-6 | \$182.00 |
| Senior Project Technician I | T-5 | \$171.00 |
| Project Technician | T-4 | \$159.00 |
| Senior Technician | T-3 | \$146.00 |
| Technician | T-2 | \$132.00 |
| Associate Technician | T-1 | \$115.00 |
| GIS Technician II | G-2 | \$130.00 |
| GIS Technician I | G-1 | \$119.00 |
| Engineering/Land Surveying Intern | I-1 | \$ 85.00 |
| Executive Administrative Assistant | A-4 | \$ 80.00 |
| Administrative Assistant | A-3 | \$ 75.00 |

VEHICLES. DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS*

| | | |
|--|--------------------------------|----------|
| Vehicle for Construction Observation | | \$ 20.00 |
| Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone | | \$235.00 |
| Expert Testimony | | \$290.00 |
| In-House Scanning and Reproduction | \$0.25/Sq. Ft. (Black & White) | |
| | \$1.00/Sq. Ft. (Color) | |
| Reimbursable Expenses (Direct Costs) | Cost | |
| Services by Others (Direct Costs) | Cost + 10% | |

* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY



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

Agenda Item Number

Consent Agenda #4

Tracking Number

PW 2025-63

Agenda Item Summary Memo

Title: Eldamain Water Main Loop – South (Change Order No. 1)

Meeting and Date: City Council – June 24, 2025

Synopsis: Eldamain Water Main Loop South – Consideration of Change Order No. 1

Council Action Previously Taken:

Date of Action: PW – 6/17/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-63

Type of Vote Required: Majority

Council Action Requested: Consideration of Change Order

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:



Memorandum

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

Date: June 4, 2025
Subject: Eldamain Water Main Loop - South

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

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

Background:

The United City of Yorkville and Winner Excavating, Inc. entered into an agreement for a Contract value of **\$2,679,397.65** for the above-referenced project. The project's funding is by C1 Yorkville, LLC.

Question Presented:

Should the City approve Change Order No. 1, which would **increase** the contract amount by \$77,744.00.

Discussion:

Due to the developer's change of plans to keep the private railroad tracks between Eldamain and Beacher Rd. It was required that an additional 86 feet of Pay Item number 14 (Steel Casing Pipe 30-Inch, Bored and Jacked) be added to the project. The additional cost comes from additional material costs, additional labor for the Jack and Boring process, and digging the boring pits on either side of the track.

Action Required:

Consideration of approval of Change Order No. 1 in the amount of \$77,744.00.

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING A CHANGE ORDER RELATING TO THE ELDAMAIN WATER MAIN LOOP – SOUTH

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

WHEREAS, the City had approved a contract in the amount of \$2,679,397.65 with Winninger Excavating, Inc. (“*Winninger*”), for a project commonly known as the Eldamain Water Main Loop – South (the “*Project*”); and

WHEREAS, C1 Yorkville, LLC, a Delaware limited liability company (“C1 Yorkville”) has agreed to pay the costs of the Project, as it is necessary to a data center project that C1 Yorkville plans to develop; and

WHEREAS, the price of the Project has since increased in the amount of \$77,744.00 (the “*Change Order*”) as C1 Yorkville has decided to keep an existing private railroad track in place on the Project site, requiring Winninger to purchase additional materials for the Project and conduct boring under the tracks; and

WHEREAS, all change orders increasing or decreasing the cost of a public contract by at least \$25,000 must meet the required findings that circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or the change is germane to the original contract as signed; or the Change Order is in the best interest of the City as required by Section 33E-9 of the Illinois Criminal Code (720 ILCS 5/33E-9); and

WHEREAS, it has been recommended to the Mayor and City Council (the “*Corporate Authorities*”) that a Change Order increasing the total contract price to the amount of \$2,757,141.65 is in the best interest of the City, as set forth in the proposal from Winninger.

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

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

Section 2. The Corporate Authorities hereby find and declare that Change Order No. 1 to the Eldamain Water Main Loop - South contract with Winninger Excavating, Inc., which results in a total increase in the amount of \$77,744.00, is required and that such increase is in the best interests of the City.

Section 3. The Change Order is hereby approved, and the City Administrator is authorized to execute the Change Order as hereinabove identified.

Section 4. That this resolution shall be in full force and effect from and after its passage and approval according to law.

[Remainder of Page Intentionally Blank; Roll Call Vote to Follow]

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

CITY CLERK

CHANGE ORDER

Order No. 1

Date: June 4, 2025

Agreement Date: January 17, 2025

NAME OF PROJECT: Eldamain Water Main Loop - South

OWNER: United City of Yorkville

CONTRACTOR: Winninger Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1) Addition of 86 LF of Steel Casing Pipe 30-Inch Bored and Jacked \$77,744.00

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 2,679,397.65

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ 2,679,397.65

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)(decreased) by:

\$ 77,744.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 2,757,141.65

Justification:

- 1) Due to the developers changing of plans to no longer remove the private tracks between Eldamain and Beacher Rd. An additional 86 feet to Pay Item number 14 (Steel Casing Pipe, 30-Inch, Jack and Bored) was required.

Change to CONTRACT TIME:

The contract time is increased/decreased by 0 days.

Requested by: _____ Winninger Excavating, Inc.

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ United City of Yorkville



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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2025-50

Agenda Item Summary Memo

Title: Proposed School Transition Fee for Residential Development – Yorkville CSD# 115

Meeting and Date: City Council – June 24, 2025

Synopsis: _____

Council Action Previously Taken:

Date of Action: CC – 6/10/25 Action Taken: A first reading was held at the 6/10/25 City Council meeting.

Item Number: CC 2025-50

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

Ordinance No. 2025-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AMENDING SCHOOL TRANSITION FEES

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

WHEREAS, the City has experienced substantial residential growth since 2000 having a population at that time of approximately 6,000 and growing to a population of over 25,000 in 2025, thereby impacting Yorkville Community School District #115 (“*SD #115*”) which serves almost the entire City; and

WHEREAS, in 1993, the City imposed a fee per new permit issued for a residential unit in the amount of \$1,500 (the “School Transition Fee”) to assist SD #115 to address the need for additional classroom space and educational facilities as a result of the growth of its student population; and

WHEREAS, because the City continued to grow, in 2002, the City increased the School Transition Fee to \$3,000 per residential unit permit, however, since 2002 through 2024, the City has issued over 6000 permits for residential units which has had a significant and substantial impact on SD #115 mandating additional expansion to all of its facilities and operations and an increase in its staffing requirements; and, in response thereto, the City increased the School Transition Fee on March 11, 2025 to \$5000 per residential unit permit on an interim basis, pending receipt of an assessment from SD #115 with data on the increases in enrollment, costs of necessary utility expansion and technology upgrades and, the most recent operating costs per pupil; and

WHEREAS, SD #115 has undertaken an assessment of its current facilities and operating expenditures required per student including projections on the future demands being placed on SD #115 as the growth of the City continues at an annual average of 4.07% and has provided the City with a request for an increase in the School Transition Fee supported by current data; and

WHEREAS, the City has reviewed the assessment study from SD #115 and its request and is prepared to amend the School Transition Fee to reflect the actual impact on SD #115 as a direct result of the continuing growth of the City, 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. The foregoing preambles are hereby incorporated into this Section 1 as if fully restated.

Section 2. The City hereby agrees to impose the following School Transition Fees applicable to all residential development not heretofore the subject of an approval planned unit development agreement with the City:

| | |
|--|------------------|
| Standard Residential Housing | \$7,000 per unit |
| Multi-Family Housing (duplexes, condominiums, apartments) | \$5,000 per unit |
| Age-Restricted Senior Housing | \$0.00 per unit |

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

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

CITY CLERK

Proposed School Transition Fee Schedule for Residential Development Yorkville Community School District #115

Purpose

To mitigate the impact of new residential development on Yorkville Community School District #115's educational facilities, the District proposes an updated school transition fee for new residential construction within the United City of Yorkville. This fee is intended to provide essential funding for infrastructure, classroom capacity, and educational resources necessary to accommodate a growing student population.

Background: Current Transition Fee

From 2003 through March 11, 2025, the District assessed a school transition fee of \$3,000 per residential unit. On March 11, 2025, an interim placeholder fee of \$5,000 was adopted pending the completion of a comprehensive fee study. That study is now complete, and the District recommends the following updated fee schedule.

Proposed Transition Fee Schedule

| Residential Development Type | Proposed Fee per Unit | Rationale |
|--|------------------------------|--|
| Standard Residential Housing | \$7,000 | New residential units are projected to generate 57 students per 100 units, placing substantial demand on school facilities and services. The proposed fee reflects updated construction and operational costs. |
| Multi-Family Housing (duplexes, condos, apartments) | \$5,000 | Multi-family residential units are projected to generate 32 students per 100 units. The fee is adjusted proportionally to reflect the student yield and associated costs. |
| Age-Restricted Senior Housing (55+) | \$0 | These developments are designed for households where all residents are 55 years of age or older, with no children under 18 permitted as permanent residents. These units generate negligible student enrollment. |

Justification

- Enrollment growth due to new housing has significantly increased since the original fee was adopted.
- The costs of facility expansion, technology upgrades, and staffing have risen substantially.
- The proposed fees are based on updated demographic analyses and cost projections.
- The \$0 fee for senior housing acknowledges its minimal impact on student enrollment.

Supporting Study Data

In FY22, the District collected transition fees from 340 new residential units, totaling \$861,000. By 2023, these same units generated approximately \$2,040,000 in property tax revenue (approximately \$6,000 per unit). The resulting \$1,179,000 gap illustrates the shortfall between one-time fees and ongoing operational needs.

Operating Costs per Pupil per Year

- In FY13: \$9,866
- In FY24: \$13,706
- **38% increase** in operating costs per pupil

63% of school district operating revenue comes from property taxes (63% of \$13,706 is approximately \$8,700). According to the attached demographic data (April 2025, p. 18), the K–12 student yield remains stable:

- **Single-Family Homes:** 57 students per 100 units
 - Estimated annual cost: \$781,242
 - Estimated revenue: \$500,000
- **Multi-Family Homes:** 32 students per 100 units
 - Estimated annual cost: \$438,592
 - Estimated revenue: \$500,000*

*Note: Some multi-family units were previously assessed only a \$1,500 fee rather than \$3,000.

Request for Action

Yorkville Community School District #115 respectfully requests that the United City of Yorkville adopt the proposed school transition fee schedule. \$7,000 for traditional single-family, \$5,000 for multi-family (duplex, condo, or apartment), and \$0 for age-restricted units.

This action is essential to ensure adequate funding for high-quality educational services as residential development continues.

| FY2022 | | | | | |
|---------------------------------|-----------------------|-----------------------|-------------------|--|-------------------|
| Transition Fees Received | | | | | |
| Date | Builder | Address | Transition | 2023 Y115 Portion (payable in 2024) | Difference |
| 6/21/2022 | Lennar Chicago | 662 Ashworth Ln. | \$1,500.00 | \$5,083.90 | -\$3,583.90 |
| 6/21/2022 | Lennar Chicago | 2428 Richmond Ave | \$1,500.00 | \$4,708.03 | -\$3,208.03 |
| 6/21/2022 | Lennar Chicago | 2407 Fairfield Ave | \$1,500.00 | \$2,474.24 | -\$974.24 |
| 6/21/2022 | Lennar Chicago | 2411 Fairfield Ave | \$1,500.00 | \$4,273.54 | -\$2,773.54 |
| 6/21/2022 | Lennar Chicago | 2466 Fairfield Ave | \$1,500.00 | \$4,345.56 | -\$2,845.56 |
| 6/21/2022 | Lennar Chicago | 2312 Richmond Ave | \$1,500.00 | \$4,013.82 | -\$2,513.82 |
| 5/6/2022 | R. Marker Associates | 1192 Taus Circle | \$3,000.00 | \$9,124.76 | -\$6,124.76 |
| 4/8/2022 | Lennar Chicago | 1842 Wren Road | \$1,500.00 | \$4,488.17 | -\$2,988.17 |
| 4/8/2022 | Lennar Chicago | 1844 Wren Road | \$1,500.00 | \$4,788.80 | -\$3,288.80 |
| 4/8/2022 | Lennar Chicago | 1846 Wren Road | \$1,500.00 | \$4,650.02 | -\$3,150.02 |
| 4/8/2022 | Lennar Chicago | 1848 Wren Road | \$1,500.00 | \$4,613.27 | -\$3,113.27 |
| 4/8/2022 | Lennar Chicago | 622 Ashworth Lane | \$1,500.00 | \$4,996.16 | -\$3,496.16 |
| 4/8/2022 | Lennar Chicago | 642 Ashworth Lane | \$1,500.00 | \$6,452.34 | -\$4,952.34 |
| 4/8/2022 | Lennar Chicago | 668 Braemore Lane | \$1,500.00 | \$6,583.37 | -\$5,083.37 |
| 4/8/2022 | Lennar Chicago | 2456 Richmond Avenue | \$1,500.00 | \$6,659.05 | -\$5,159.05 |
| 4/8/2022 | Lennar Chicago | 608 Braemore Lane | \$1,500.00 | \$5,240.21 | -\$3,740.21 |
| 4/8/2022 | McCue Builders | 1222 Cannonball Trail | \$3,000.00 | \$7,885.00 | -\$4,885.00 |
| 4/25/2022 | Lennar Chicago | 2451 Fairfield Avenue | \$1,500.00 | \$6,942.89 | -\$5,442.89 |
| 4/25/2022 | Lennar Chicago | 2294 Richmond Avenue | \$1,500.00 | \$4,908.93 | -\$3,408.93 |
| 4/25/2022 | Lennar Chicago | 648 Braemore Lane | \$1,500.00 | \$6,443.35 | -\$4,943.35 |
| 4/25/2022 | Lennar Chicago | 538 Braemore Lane | \$1,500.00 | \$6,752.75 | -\$5,252.75 |
| 4/25/2022 | Lennar Chicago | 665 Braemore Lane | \$1,500.00 | \$3,002.37 | -\$1,502.37 |
| 4/25/2022 | Tim Greyer Builders | 3495 Ryan Drive | \$3,000.00 | \$5,854.09 | -\$2,854.09 |
| 4/27/2022 | Village of Montgomery | 3410 Helene Rieder | \$3,000.00 | \$5,262.47 | -\$2,262.47 |
| 4/27/2022 | Village of Montgomery | 3412 Helene Rieder | \$3,000.00 | \$5,256.94 | -\$2,256.94 |
| 4/27/2022 | Village of Montgomery | 3414 Helene Rieder | \$3,000.00 | \$4,946.05 | -\$1,946.05 |
| 4/27/2022 | Village of Montgomery | 3416 Helene Rieder | \$3,000.00 | \$5,267.26 | -\$2,267.26 |
| 4/27/2022 | Village of Montgomery | 3350 Helene Rieder | \$3,000.00 | \$4,951.58 | -\$1,951.58 |
| 4/27/2022 | Village of Montgomery | 3352 Helene Rieder | \$3,000.00 | \$5,256.94 | -\$2,256.94 |
| 4/27/2022 | Village of Montgomery | 3354 Helene Rieder | \$3,000.00 | \$5,256.94 | -\$2,256.94 |
| 4/27/2022 | Village of Montgomery | 3356 Helene Rieder | \$3,000.00 | \$5,267.26 | -\$2,267.26 |
| 3/2/2022 | Village of Montgomery | 3401 Helene Rieder | \$3,000.00 | \$5,267.26 | -\$2,267.26 |
| 3/2/2022 | Village of Montgomery | 3403 Helene Rieder | \$3,000.00 | \$5,256.94 | -\$2,256.94 |
| 3/2/2022 | Village of Montgomery | 3405 Helene Rieder | \$3,000.00 | \$5,256.94 | -\$2,256.94 |
| 3/2/2022 | Village of Montgomery | 3407 Helene Rieder | \$3,000.00 | \$5,262.47 | -\$2,262.47 |
| 3/25/2022 | Lennar Chicago | 2387 Fairfield Avenue | \$1,500.00 | \$6,399.64 | -\$4,899.64 |
| 3/25/2022 | Lennar Chicago | 2375 Fairfield Avenue | \$1,500.00 | \$6,163.30 | -\$4,663.30 |
| 3/25/2022 | Lennar Chicago | 2361 Fairfield Avenue | \$1,500.00 | \$6,830.03 | -\$5,330.03 |

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|------------|-----------------------|-------------------------|------------|------------|-------------|
| 3/25/2022 | Lennar Chicago | 2349 Fairfield Avenue | \$1,500.00 | \$6,761.45 | -\$5,261.45 |
| 3/25/2022 | Lennar Chicago | 502 Ashworth Lane | \$1,500.00 | \$7,318.38 | -\$5,818.38 |
| 3/25/2022 | Lennar Chicago | 522 Ashworth Lane | \$1,500.00 | \$4,984.54 | -\$3,484.54 |
| 3/25/2022 | Lennar Chicago | 542 Ashworth Lane | \$1,500.00 | \$7,318.38 | -\$5,818.38 |
| 3/25/2022 | Lennar Chicago | 572 Ashworth Lane | \$1,500.00 | \$7,009.67 | -\$5,509.67 |
| 3/25/2022 | Lennar Chicago | 602 Ashworth Lane | \$1,500.00 | \$7,629.27 | -\$6,129.27 |
| 3/25/2022 | Lennar Chicago | 505 Braemore Lane | \$1,500.00 | \$7,318.38 | -\$5,818.38 |
| 3/25/2022 | Lennar Chicago | 525 Braemore Lane | \$1,500.00 | \$5,783.71 | -\$4,283.71 |
| 3/25/2022 | Lennar Chicago | 605 Braemore Lane | \$1,500.00 | \$6,904.34 | -\$5,404.34 |
| 3/25/2022 | Lennar Chicago | 555 Braemore Lane | \$1,500.00 | \$6,186.62 | -\$4,686.62 |
| 3/25/2022 | McCue Builders | 1956 Meadowlark Lane | \$3,000.00 | \$8,340.39 | -\$5,340.39 |
| | | | | | |
| 2/16/2022 | Tim Greyer Builders | 1376 Spring Street | \$3,000.00 | \$8,322.67 | -\$5,322.67 |
| 2/28/2022 | Lennar Chicago | 561 Ashworth Lane | \$1,500.00 | \$6,793.60 | -\$5,293.60 |
| 2/28/2022 | Lennar Chicago | 1122 Hawk Hollow Drive | \$1,500.00 | \$4,989.20 | -\$3,489.20 |
| 2/28/2022 | Lennar Chicago | 1120 Hawk Hollow Drive | \$1,500.00 | \$5,348.46 | -\$3,848.46 |
| 2/28/2022 | Lennar Chicago | 1112 Hawk Hollow Drive | \$1,500.00 | \$5,166.35 | -\$3,666.35 |
| 2/28/2022 | Lennar Chicago | 1110 Hawk Hollow Drive | \$1,500.00 | \$5,036.08 | -\$3,536.08 |
| 2/28/2022 | Lennar Chicago | 1125 Hawk Hollow Drive | \$1,500.00 | \$4,653.75 | -\$3,153.75 |
| 2/28/2022 | Lennar Chicago | 1127 Hawk Hollow Drive | \$1,500.00 | \$4,788.80 | -\$3,288.80 |
| 2/28/2022 | Lennar Chicago | 1129 Hawk Hollow Drive | \$1,500.00 | \$4,986.34 | -\$3,486.34 |
| 2/28/2022 | Lennar Chicago | 1131 Hawk Hollow Drive | \$1,500.00 | \$4,488.17 | -\$2,988.17 |
| | | | | | |
| 1/13/2022 | Lennar Chicago | 2493 Fairfield Avenue | \$1,500.00 | \$7,629.27 | -\$6,129.27 |
| 1/13/2022 | Lennar Chicago | 2333 Fairfield Avenue | \$1,500.00 | \$6,793.22 | -\$5,293.22 |
| 1/13/2022 | Lennar Chicago | 2327 Fairfield Avenue | \$1,500.00 | \$6,163.30 | -\$4,663.30 |
| 1/13/2022 | Lennar Chicago | 2305 Fairfield Avenue | \$1,500.00 | \$6,830.03 | -\$5,330.03 |
| 1/13/2022 | Lennar Chicago | 2248 Fairfax Way | \$1,500.00 | \$7,035.22 | -\$5,535.22 |
| 1/13/2022 | Lennar Chicago | 2236 Fairfax Way | \$1,500.00 | \$7,104.11 | -\$5,604.11 |
| 1/13/2022 | Lennar Chicago | 521 Ashworth Lane | \$1,500.00 | \$6,163.30 | -\$4,663.30 |
| 1/13/2022 | Lennar Chicago | 501 Ashworth Lane | \$1,500.00 | \$6,830.03 | -\$5,330.03 |
| 1/13/2022 | Lennar Chicago | 2264 Fairfax Way | \$1,500.00 | \$6,793.22 | -\$5,293.22 |
| 1/13/2022 | McCue Builders | 841 Greenfield Turn | \$3,000.00 | \$7,671.36 | -\$4,671.36 |
| 1/13/2022 | RMT Properties | 2001 Prairie Grass Lane | \$3,000.00 | \$4,631.06 | -\$1,631.06 |
| 1/21/2022 | Lennar Chicago | 2288 Fairfax Way | \$1,500.00 | \$7,565.35 | -\$6,065.35 |
| 1/21/2022 | Lennar Chicago | 508 Bramore Lane | \$1,500.00 | \$6,770.65 | -\$5,270.65 |
| 1/21/2022 | Lennar Chicago | 2401 Fairfield Lane | \$1,500.00 | \$7,006.93 | -\$5,506.93 |
| 1/26/2022 | Village of Montgomery | 3391 Helene Rieder | \$3,000.00 | \$5,640.33 | -\$2,640.33 |
| 1/26/2022 | Village of Montgomery | 3393 Helene Rieder | \$3,000.00 | \$5,256.94 | -\$2,256.94 |
| 1/26/2022 | Village of Montgomery | 3395 Helene Rieder | \$3,000.00 | \$5,256.94 | -\$2,256.94 |
| 1/26/2022 | Village of Montgomery | 3397 Helene Rieder | \$3,000.00 | \$5,262.47 | -\$2,262.47 |
| 1/26/2022 | Village of Montgomery | 3400 Helene Rieder | \$3,000.00 | \$5,262.47 | -\$2,262.47 |
| 1/26/2022 | Village of Montgomery | 3402 Helene Rieder | \$3,000.00 | \$5,256.94 | -\$2,256.94 |
| 1/26/2022 | Village of Montgomery | 3404 Helene Rieder | \$3,000.00 | \$5,630.00 | -\$2,630.00 |
| 1/26/2022 | Village of Montgomery | 3406 Helene Rieder | \$3,000.00 | \$5,267.26 | -\$2,267.26 |
| | | | | | |
| 12/14/2021 | Lennar Chicago | 2362 Richmond Avenue | \$1,500.00 | \$6,793.22 | -\$5,293.22 |
| 12/15/2021 | Village of Montgomery | 3381 Helene Rieder | \$3,000.00 | \$5,267.26 | -\$2,267.26 |

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|------------|-----------------------|--------------------|------------|------------|-------------|
| 12/15/2021 | Village of Montgomery | 3383 Helene Rieder | \$3,000.00 | \$5,256.94 | -\$2,256.94 |
| 12/15/2021 | Village of Montgomery | 3385 Helene Rieder | \$3,000.00 | \$5,256.94 | -\$2,256.94 |
| 12/15/2021 | Village of Montgomery | 3387 Helene Rieder | \$3,000.00 | \$5,262.47 | -\$2,262.47 |
| | | | | | |
| 11/12/2021 | K. Hovnanian | 2056 Dunbar Court | \$3,000.00 | \$6,591.77 | -\$3,591.77 |
| 11/24/2021 | Village of Montgomery | 2630 Cielo Court | \$3,000.00 | \$6,907.45 | -\$3,907.45 |
| 11/24/2021 | Village of Montgomery | 3440 Big Bend | \$3,000.00 | \$5,881.08 | -\$2,881.08 |
| 11/24/2021 | Village of Montgomery | 2635 White Sands | \$3,000.00 | \$5,687.02 | -\$2,687.02 |
| 11/24/2021 | Village of Montgomery | 2636 White Sands | \$3,000.00 | \$6,997.54 | -\$3,997.54 |
| 11/24/2021 | Village of Montgomery | 2675 White Sands | \$3,000.00 | \$5,361.96 | -\$2,361.96 |
| 11/24/2021 | Village of Montgomery | 2618 Cielo Court | \$3,000.00 | \$5,973.97 | -\$2,973.97 |
| 11/24/2021 | Village of Montgomery | 2618 White Sands | \$3,000.00 | \$7,035.59 | -\$4,035.59 |
| 11/24/2021 | Village of Montgomery | 3458 Pecos | \$3,000.00 | \$5,687.02 | -\$2,687.02 |
| 11/24/2021 | Village of Montgomery | 3444 Big Bend | \$3,000.00 | \$5,881.08 | -\$2,881.08 |
| 11/24/2021 | Village of Montgomery | 3449 Pecos | \$3,000.00 | \$5,687.02 | -\$2,687.02 |
| 11/24/2021 | Village of Montgomery | 3448 Big Bend | \$3,000.00 | \$5,724.39 | -\$2,724.39 |
| 11/24/2021 | Village of Montgomery | 2612 White Sands | \$3,000.00 | \$7,072.15 | -\$4,072.15 |
| 11/24/2021 | Village of Montgomery | 2630 White Sands | \$3,000.00 | \$7,069.85 | -\$4,069.85 |
| 11/24/2021 | Village of Montgomery | 2624 White Sands | \$3,000.00 | \$6,667.63 | -\$3,667.63 |
| 11/24/2021 | Village of Montgomery | 2600 White Sands | \$3,000.00 | \$6,677.76 | -\$3,677.76 |
| 11/24/2021 | Village of Montgomery | 3425 Pecos | \$3,000.00 | \$4,757.15 | -\$1,757.15 |
| 11/24/2021 | Village of Montgomery | 3462 Pecos | \$3,000.00 | \$5,068.04 | -\$2,068.04 |
| 11/24/2021 | Village of Montgomery | 3360 Cloud Croft | \$3,000.00 | \$5,900.54 | -\$2,900.54 |
| 11/24/2021 | Village of Montgomery | 2555 Van Horn | \$3,000.00 | \$5,881.08 | -\$2,881.08 |
| 11/24/2021 | Village of Montgomery | 3402 Pecos | \$3,000.00 | \$5,068.04 | -\$2,068.04 |
| 11/24/2021 | Village of Montgomery | 2665 White Sands | \$3,000.00 | \$5,361.96 | -\$2,361.96 |
| 11/24/2021 | Village of Montgomery | 2606 White Sands | \$3,000.00 | \$6,907.45 | -\$3,907.45 |
| 11/24/2021 | Village of Montgomery | 3406 Pecos | \$3,000.00 | \$5,687.02 | -\$2,687.02 |
| 11/24/2021 | Village of Montgomery | 3314 Pecos | \$3,000.00 | \$6,677.76 | -\$3,677.76 |
| 11/24/2021 | Village of Montgomery | 3410 Pecos | \$3,000.00 | \$5,068.04 | -\$2,068.04 |
| 11/24/2021 | Village of Montgomery | 3476 Big Bend | \$3,000.00 | \$5,881.08 | -\$2,881.08 |
| 11/24/2021 | Village of Montgomery | 3472 Big Bend | \$3,000.00 | \$5,724.39 | -\$2,724.39 |
| 11/24/2021 | Village of Montgomery | 3390 Helene Rieder | \$3,000.00 | \$5,262.47 | -\$2,262.47 |
| 11/24/2021 | Village of Montgomery | 3392 Helene Rieder | \$3,000.00 | \$5,256.94 | -\$2,256.94 |
| 11/24/2021 | Village of Montgomery | 3394 Helene Rieder | \$3,000.00 | \$5,256.94 | -\$2,256.94 |
| 11/24/2021 | Village of Montgomery | 3396 Helene Rieder | \$3,000.00 | \$5,267.26 | -\$2,267.26 |
| 11/24/2021 | Village of Montgomery | 2636 Pecos | \$3,000.00 | \$6,791.98 | -\$3,791.98 |
| 11/24/2021 | Village of Montgomery | 2551 Van Horn | \$3,000.00 | \$5,402.93 | -\$2,402.93 |
| 11/24/2021 | Village of Montgomery | 2626 Cielo Court | \$3,000.00 | \$6,723.77 | -\$3,723.77 |
| 11/24/2021 | Village of Montgomery | 3392 Big Bend | \$3,000.00 | \$6,795.21 | -\$3,795.21 |
| 11/24/2021 | Village of Montgomery | 3388 Big Bend | \$3,000.00 | \$7,072.15 | -\$4,072.15 |
| 11/24/2021 | Village of Montgomery | 2645 White Sands | \$3,000.00 | \$5,687.02 | -\$2,687.02 |
| 11/24/2021 | Village of Montgomery | 3370 Helene Rieder | \$3,000.00 | \$5,262.47 | -\$2,262.47 |
| 11/24/2021 | Village of Montgomery | 3372 Helene Rieder | \$3,000.00 | \$4,881.01 | -\$1,881.01 |
| 11/24/2021 | Village of Montgomery | 3374 Helene Rieder | \$3,000.00 | \$5,256.94 | -\$2,256.94 |
| 11/24/2021 | Village of Montgomery | 3376 Helene Rieder | \$3,000.00 | \$5,267.26 | -\$2,267.26 |
| 11/24/2021 | Village of Montgomery | 3384 Big Bend | \$3,000.00 | \$6,723.77 | -\$3,723.77 |
| 11/24/2021 | Village of Montgomery | 2635 Pecos | \$3,000.00 | \$6,997.54 | -\$3,997.54 |

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|------------|---------------------|--------------------------|------------|------------|-------------|
| | | | | | |
| 10/7/2021 | Tim Greyer Builders | 1133 Taus Circle | \$3,000.00 | \$8,128.86 | -\$5,128.86 |
| 10/15/2021 | K. Hovnanian | 2142 Whitekirk Lane | \$3,000.00 | \$7,000.90 | -\$4,000.90 |
| 10/15/2021 | K. Hovnanian | 2112 Whitekirk Lane | \$3,000.00 | \$6,522.69 | -\$3,522.69 |
| 10/15/2021 | K. Hovnanian | 2162 Whitekirk Lane | \$3,000.00 | \$6,362.58 | -\$3,362.58 |
| 10/15/2021 | M. Kyes | 722 Omaha Drive | \$3,000.00 | \$8,222.69 | -\$5,222.69 |
| | | | | | |
| 9/10/2021 | K. Hovnanian | 2067 Aberdeen Court | \$3,000.00 | \$6,262.16 | -\$3,262.16 |
| 9/10/2021 | K. Hovnanian | 2077 Aberdeen Court | \$3,000.00 | \$6,686.15 | -\$3,686.15 |
| 9/10/2021 | K. Hovnanian | 2102 Whitekirk Lane | \$3,000.00 | \$7,152.86 | -\$4,152.86 |
| 9/10/2021 | Lennar Chicago | 2274 Richmond Avenue | \$1,500.00 | \$8,002.33 | -\$6,502.33 |
| 9/10/2021 | Lennar Chicago | 2282 Richmond Avenue | \$1,500.00 | \$6,699.27 | -\$5,199.27 |
| 9/10/2021 | Lennar Chicago | 2288 Richmond Avenue | \$1,500.00 | \$7,317.82 | -\$5,817.82 |
| 9/10/2021 | Lennar Chicago | 581 Ashworth Lane | \$1,500.00 | \$7,318.38 | -\$5,818.38 |
| 9/10/2021 | Lennar Chicago | 621 Ashworth Lane | \$1,500.00 | \$7,691.44 | -\$6,191.44 |
| 9/24/2021 | K. Hovnanian | 2082 Whitekirk Lane | \$3,000.00 | \$6,292.57 | -\$3,292.57 |
| 9/24/2021 | K. Hovnanian | 2068 Aberdeen Lane | \$3,000.00 | \$7,154.41 | -\$4,154.41 |
| 9/30/2021 | Lennar Chicago | 2182 Fairfax Way | \$1,500.00 | \$7,082.10 | -\$5,582.10 |
| 9/30/2021 | Lennar Chicago | 2196 Fairfax Way | \$1,500.00 | \$6,593.57 | -\$5,093.57 |
| 9/30/2021 | Lennar Chicago | 661 Ashworth Lane | \$1,500.00 | \$7,318.38 | -\$5,818.38 |
| 9/30/2021 | Lennar Chicago | 641 Ashworth Lane | \$1,500.00 | \$6,388.39 | -\$4,888.39 |
| 9/30/2021 | Lennar Chicago | 2222 Fairfax Way | \$1,500.00 | \$7,629.27 | -\$6,129.27 |
| 9/30/2021 | Lennar Chicago | 2204 Fairfax Way | \$1,500.00 | \$6,699.27 | -\$5,199.27 |
| 9/30/2021 | Lennar Chicago | 2282 Fairfax Way | \$1,500.00 | \$7,318.38 | -\$5,818.38 |
| 9/30/2021 | McCue Builders | 1965 Meadowlark Lane | \$3,000.00 | \$8,399.96 | -\$5,399.96 |
| | | | | | |
| 8/12/2021 | K. Hovnanian | 1782 Callander | \$3,000.00 | \$6,860.61 | -\$3,860.61 |
| 8/19/2021 | K. Hovnanian | 2078 Whitekirk Lane | \$3,000.00 | \$6,657.06 | -\$3,657.06 |
| 8/19/2021 | K. Hovnanian | 2072 Whitekirk Lane | \$3,000.00 | \$6,690.01 | -\$3,690.01 |
| 8/19/2021 | K. Hovnanian | 2066 Dunbar Court | \$3,000.00 | \$7,735.40 | -\$4,735.40 |
| 8/19/2021 | Lennar Chicago | 1151 Hawk Hollow Drive | \$1,500.00 | \$4,488.17 | -\$2,988.17 |
| 8/19/2021 | Lennar Chicago | 1153 Hawk Hollow Drive | \$1,500.00 | \$4,788.80 | -\$3,288.80 |
| 8/19/2021 | Lennar Chicago | 1155 Hawk Hollow Drive | \$1,500.00 | \$4,613.27 | -\$3,113.27 |
| 8/19/2021 | Lennar Chicago | 1157 Hawk Hollow Drive | \$1,500.00 | \$5,305.06 | -\$3,805.06 |
| 8/19/2021 | Lennar Chicago | 1144 Hawk Hollow Drive | \$1,500.00 | \$4,488.17 | -\$2,988.17 |
| 8/19/2021 | Lennar Chicago | 1146 Hawk Hollow Drive | \$1,500.00 | \$4,613.27 | -\$3,113.27 |
| 8/19/2021 | Lennar Chicago | 1148 Hawk Hollow Drive | \$1,500.00 | \$4,788.80 | -\$3,288.80 |
| 8/19/2021 | Lennar Chicago | 1152 Hawk Hollow Drive | \$1,500.00 | \$4,747.45 | -\$3,247.45 |
| 8/19/2021 | Lennar Chicago | 601 Ashworth Lane | \$1,500.00 | \$6,477.61 | -\$4,977.61 |
| 8/19/2021 | Lennar Chicago | 1124 Hawk Hollow Drive | \$1,500.00 | \$5,120.52 | -\$3,620.52 |
| 8/19/2021 | Lennar Chicago | 1126 Hawk Hollow Drive | \$1,500.00 | \$4,339.13 | -\$2,839.13 |
| 8/19/2021 | Lennar Chicago | 1128 Hawk Hollow Drive | \$1,500.00 | \$4,788.80 | -\$3,288.80 |
| 8/19/2021 | Lennar Chicago | 1132 Hawk Hollow Drive | \$1,500.00 | \$4,488.17 | -\$2,988.17 |
| 8/19/2021 | Lennar Chicago | 2221 Country Hills Drive | \$1,500.00 | \$7,682.30 | -\$6,182.30 |
| 8/19/2021 | Lennar Chicago | 2201 Country Hills Drive | \$1,500.00 | \$7,770.53 | -\$6,270.53 |
| 8/19/2021 | Lennar Chicago | 2252 Richmond Avenue | \$1,500.00 | \$7,629.27 | -\$6,129.27 |
| 8/19/2021 | Lennar Chicago | 2266 Richmond Avenue | \$1,500.00 | \$6,699.27 | -\$5,199.27 |
| 8/19/2021 | McCue Builders | 966 S. Carly Circle | \$3,000.00 | \$8,339.71 | -\$5,339.71 |

| | | | | | |
|------------|---------------------|--------------------------|------------|------------|-------------|
| 8/27/2021 | Tim Greyer Builders | 1331 Spring Street | \$3,000.00 | \$8,254.14 | -\$5,254.14 |
| | | | | | |
| 7/16/2021 | Lennar Chicago | 2202 Hearthstone Avenue | \$1,500.00 | \$6,152.11 | -\$4,652.11 |
| 7/16/2021 | Lennar Chicago | 2203 Richmond Avenue | \$1,500.00 | \$7,565.35 | -\$6,065.35 |
| 7/16/2021 | Lennar Chicago | 2223 Richmond Avenue | \$1,500.00 | \$6,388.39 | -\$4,888.39 |
| 7/16/2021 | Lennar Chicago | 2243 Richmond Avenue | \$1,500.00 | \$6,830.03 | -\$5,330.03 |
| 7/16/2021 | Lennar Chicago | 2263 Richmond Avenue | \$1,500.00 | \$6,761.45 | -\$5,261.45 |
| 7/16/2021 | Lennar Chicago | 2091 Country Hills Drive | \$1,500.00 | \$7,318.18 | -\$5,818.18 |
| 7/16/2021 | Lennar Chicago | 2101 Country Hills Drive | \$1,500.00 | \$6,830.03 | -\$5,330.03 |
| 7/16/2021 | Lennar Chicago | 2121 Country Hills Drive | \$1,500.00 | \$6,388.39 | -\$4,888.39 |
| 7/16/2021 | Lennar Chicago | 2141 Country Hills Drive | \$1,500.00 | \$7,318.38 | -\$5,818.38 |
| 7/16/2021 | Lennar Chicago | 2161 Country Hills Drive | \$1,500.00 | \$6,830.03 | -\$5,330.03 |
| 7/23/2021 | K. Hovnanian | 2055 Dunbar Court | \$3,000.00 | \$6,261.92 | -\$3,261.92 |
| 7/30/2021 | K. Hovnanian | 2065 Dunbar Court | \$3,000.00 | \$7,231.89 | -\$4,231.89 |
| 7/30/2021 | Lennar Chicago | 1134 Hawk Hollow Drive | \$1,500.00 | \$4,624.78 | -\$3,124.78 |
| 7/30/2021 | Lennar Chicago | 1135 Hawk Hollow Drive | \$1,500.00 | \$4,747.45 | -\$3,247.45 |
| 7/30/2021 | Lennar Chicago | 1136 Hawk Hollow Drive | \$1,500.00 | \$4,788.80 | -\$3,288.80 |
| 7/30/2021 | Lennar Chicago | 1137 Hawk Hollow Drive | \$1,500.00 | \$4,788.80 | -\$3,288.80 |
| 7/30/2021 | Lennar Chicago | 1138 Hawk Hollow Drive | \$1,500.00 | \$4,650.02 | -\$3,150.02 |
| 7/30/2021 | Lennar Chicago | 1139 Hawk Hollow Drive | \$1,500.00 | \$4,650.02 | -\$3,150.02 |
| 7/30/2021 | Lennar Chicago | 1141 Hawk Hollow Drive | \$1,500.00 | \$4,488.17 | -\$2,988.17 |
| 7/30/2021 | Lennar Chicago | 1142 Hawk Hollow Drive | \$1,500.00 | \$4,653.75 | -\$3,153.75 |
| 7/30/2021 | Lennar Chicago | 1143 Hawk Hollow Drive | \$1,500.00 | \$4,624.78 | -\$3,124.78 |
| 7/30/2021 | Lennar Chicago | 1145 Hawk Hollow Drive | \$1,500.00 | \$4,788.80 | -\$3,288.80 |
| 7/30/2021 | Lennar Chicago | 1147 Hawk Hollow Drive | \$1,500.00 | \$4,650.02 | -\$3,150.02 |
| 7/30/2021 | Lennar Chicago | 1149 Hawk Hollow Drive | \$1,500.00 | \$4,653.75 | -\$3,153.75 |
| 8/12/2021 | NVR/Ryan Homes | 2902 Alden Avenue | \$3,000.00 | \$7,537.99 | -\$4,537.99 |
| 8/27/2021 | NVR/Ryan Homes | 2898 Alden Avenue | \$3,000.00 | \$7,851.49 | -\$4,851.49 |
| 9/30/2021 | NVR/Ryan Homes | 2881 Alden Avenue | \$3,000.00 | \$7,765.81 | -\$4,765.81 |
| 8/12/2021 | DRH Inc. | 3722 Bailey Road | \$3,000.00 | \$5,627.58 | -\$2,627.58 |
| 8/12/2021 | DRH Inc. | 3724 Bailey Road | \$3,000.00 | \$5,592.76 | -\$2,592.76 |
| 8/12/2021 | DRH Inc. | 3726 Bailey Road | \$3,000.00 | \$4,824.49 | -\$1,824.49 |
| 8/12/2021 | DRH Inc. | 3728 Bailey Road | \$3,000.00 | \$5,219.69 | -\$2,219.69 |
| 8/12/2021 | DRH Inc. | 3730 Bailey Road | \$3,000.00 | \$5,219.69 | -\$2,219.69 |
| 8/12/2021 | DRH Inc. | 3732 Bailey Road | \$3,000.00 | \$5,254.51 | -\$2,254.51 |
| 8/12/2021 | DRH Inc. | 3734 Bailey Road | \$3,000.00 | \$5,219.69 | -\$2,219.69 |
| 8/12/2021 | DRH Inc. | 3736 Bailey Road | \$3,000.00 | \$4,824.49 | -\$1,824.49 |
| 8/12/2021 | DRH Inc. | 3738 Bailey Road | \$3,000.00 | \$5,219.69 | -\$2,219.69 |
| 8/12/2021 | DRH Inc. | 3740 Bailey Road | \$3,000.00 | \$5,254.51 | -\$2,254.51 |
| 11/19/2021 | DRH Inc. | 3822 Bailey Road | \$3,000.00 | \$5,254.51 | -\$2,254.51 |
| 11/19/2021 | DRH Inc. | 3824 Bailey Road | \$3,000.00 | \$5,219.69 | -\$2,219.69 |
| 11/19/2021 | DRH Inc. | 3826 Bailey Road | \$3,000.00 | \$4,824.49 | -\$1,824.49 |
| 3/25/2022 | DRH Inc. | 2809 Berrywood Lane | \$3,000.00 | \$6,256.57 | -\$3,256.57 |
| 5/31/2022 | DRH Inc. | 2801 Berrywood Lane | \$3,000.00 | \$5,499.68 | -\$2,499.68 |
| 8/31/2021 | DRH Inc. | 3841 Bissel Drive | \$3,000.00 | \$5,254.51 | -\$2,254.51 |
| 8/31/2021 | DRH Inc. | 3843 Bissel Drive | \$3,000.00 | \$5,219.69 | -\$2,219.69 |
| 8/31/2021 | DRH Inc. | 3845 Bissel Drive | \$3,000.00 | \$4,824.49 | -\$1,824.49 |
| 8/31/2021 | DRH Inc. | 3847 Bissel Drive | \$3,000.00 | \$5,219.69 | -\$2,219.69 |

| | | | | | |
|------------|-------------------------|-------------------|------------|------------|-------------|
| 8/31/2021 | DRH Inc. | 3849 Bissel Drive | \$3,000.00 | \$5,254.51 | -\$2,254.51 |
| 9/24/2021 | DRH Inc. | 3827 Bissel Drive | \$3,000.00 | \$5,254.51 | -\$2,254.51 |
| 9/24/2021 | DRH Inc. | 3821 Bissel Drive | \$3,000.00 | \$5,254.51 | -\$2,254.51 |
| 9/24/2021 | DRH Inc. | 3823 Bissel Drive | \$3,000.00 | \$4,824.49 | -\$1,824.49 |
| 9/24/2021 | DRH Inc. | 3825 Bissel Drive | \$3,000.00 | \$5,219.69 | -\$2,219.69 |
| 11/19/2021 | DRH Inc. | 3807 Bissel Drive | \$3,000.00 | \$5,219.69 | -\$2,219.69 |
| 11/19/2021 | DRH Inc. | 3809 Bissel Drive | \$3,000.00 | \$5,254.51 | -\$2,254.51 |
| 11/19/2021 | DRH Inc. | 3801 Bissel Drive | \$3,000.00 | \$5,254.51 | -\$2,254.51 |
| 11/19/2021 | DRH Inc. | 3803 Bissel Drive | \$3,000.00 | \$5,219.69 | -\$2,219.69 |
| 11/19/2021 | DRH Inc. | 3805 Bissel Drive | \$3,000.00 | \$4,824.49 | -\$1,824.49 |
| 11/19/2021 | DRH Inc. | 3739 Bissel Drive | \$3,000.00 | \$5,108.89 | -\$2,108.89 |
| 11/19/2021 | DRH Inc. | 3747 Bissel Drive | \$3,000.00 | \$4,892.83 | -\$1,892.83 |
| 11/19/2021 | DRH Inc. | 3749 Bissel Drive | \$3,000.00 | \$5,100.56 | -\$2,100.56 |
| 11/19/2021 | DRH Inc. | 3741 Bissel Drive | \$3,000.00 | \$5,219.69 | -\$2,219.69 |
| 11/19/2021 | DRH Inc. | 3743 Bissel Drive | \$3,000.00 | \$5,197.56 | -\$2,197.56 |
| 11/19/2021 | DRH Inc. | 3745 Bissel Drive | \$3,000.00 | \$4,157.95 | -\$1,157.95 |
| 6/24/2022 | DRH Inc. | 3744 Bissel Drive | \$3,000.00 | \$4,048.08 | -\$1,048.08 |
| 6/24/2022 | DRH Inc. | 3746 Bissel Drive | \$3,000.00 | \$4,423.20 | -\$1,423.20 |
| 6/24/2022 | DRH Inc. | 3742 Bissel Drive | \$3,000.00 | \$4,428.23 | -\$1,428.23 |
| 6/24/2022 | DRH Inc. | 3738 Bissel Drive | \$3,000.00 | \$4,198.55 | -\$1,198.55 |
| 6/24/2022 | DRH Inc. | 3736 Bissel Drive | \$3,000.00 | \$4,794.58 | -\$1,794.58 |
| 6/24/2022 | DRH Inc. | 3726 Bissel Drive | \$3,000.00 | \$4,159.87 | -\$1,159.87 |
| 6/24/2022 | DRH Inc. | 3728 Bissel Drive | \$3,000.00 | \$4,892.83 | -\$1,892.83 |
| 6/24/2022 | DRH Inc. | 3732 Bissel Drive | \$3,000.00 | \$4,935.29 | -\$1,935.29 |
| 6/24/2022 | DRH Inc. | 3734 Bissel Drive | \$3,000.00 | \$4,935.29 | -\$1,935.29 |
| 10/15/2021 | Abby Properties | 4043 Brady Street | \$3,000.00 | \$5,672.10 | -\$2,672.10 |
| 10/15/2021 | Abby Properties | 4045 Brady Street | \$3,000.00 | \$5,672.10 | -\$2,672.10 |
| 10/15/2021 | Abby Properties | 4063 Brady Street | \$3,000.00 | \$5,672.10 | -\$2,672.10 |
| 10/15/2021 | Abby Properties | 4065 Brady Street | \$3,000.00 | \$5,672.10 | -\$2,672.10 |
| 10/15/2021 | Abby Properties | 4083 Brady Street | \$3,000.00 | \$5,361.21 | -\$2,361.21 |
| 11/19/2021 | Abby Properties | 4003 Brady Street | \$3,000.00 | \$5,672.10 | -\$2,672.10 |
| 11/19/2021 | Abby Properties | 4005 Brady Street | \$3,000.00 | \$5,672.10 | -\$2,672.10 |
| 11/19/2021 | Abby Properties | 4026 Brady Street | \$3,000.00 | \$5,361.21 | -\$2,361.21 |
| 11/19/2021 | Abby Properties | 4028 Brady Street | \$3,000.00 | \$5,672.10 | -\$2,672.10 |
| 11/19/2021 | Abby Properties | 4097 Brady Street | \$3,000.00 | \$5,570.06 | -\$2,570.06 |
| 11/19/2021 | Abby Properties | 4099 Brady Street | \$3,000.00 | \$5,570.06 | -\$2,570.06 |
| 11/19/2021 | Abby Properties | 4006 Brady Street | \$3,000.00 | \$5,361.21 | -\$2,361.21 |
| 11/19/2021 | Abby Properties | 4008 Brady Street | \$3,000.00 | \$5,672.10 | -\$2,672.10 |
| 7/16/2021 | Clean Edge Construction | 2867 Cryder Way | \$3,000.00 | \$8,305.63 | -\$5,305.63 |
| 8/27/2021 | Clean Edge Construction | 2861 Cryder Way | \$3,000.00 | \$8,159.14 | -\$5,159.14 |
| 5/23/2022 | McCue Builders | 2892 Cryder Way | \$3,000.00 | \$8,737.52 | -\$5,737.52 |
| 1/13/2022 | NVR/Ryan Homes | 2727 Ellory Court | \$3,000.00 | \$5,531.08 | -\$2,531.08 |
| 1/13/2022 | NVR/Ryan Homes | 2735 Ellory Court | \$3,000.00 | \$5,841.97 | -\$2,841.97 |
| 2/28/2022 | NVR/Ryan Homes | 2728 Ellory Court | \$3,000.00 | \$4,969.86 | -\$1,969.86 |
| 2/28/2022 | NVR/Ryan Homes | 2736 Ellory Court | \$3,000.00 | \$5,280.75 | -\$2,280.75 |
| 3/11/2022 | NVR/Ryan Homes | 2731 Ellory Court | \$3,000.00 | \$5,653.82 | -\$2,653.82 |
| 5/23/2022 | NVR/Ryan Homes | 2726 Ellory Court | \$3,000.00 | \$5,071.52 | -\$2,071.52 |
| 6/21/2022 | NVR/Ryan Homes | 2732 Ellory Court | \$3,000.00 | \$4,557.87 | -\$1,557.87 |

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|------------|----------------|-------------------------|------------|------------|-------------|
| 11/12/2021 | NVR/Ryan Homes | 3053 Grande Trail | \$3,000.00 | \$7,643.43 | -\$4,643.43 |
| 11/12/2021 | NVR/Ryan Homes | 3063 Grande Trail | \$3,000.00 | \$7,605.33 | -\$4,605.33 |
| 1/13/2022 | NVR/Ryan Homes | 3073 Grande Trail | \$3,000.00 | \$7,643.63 | -\$4,643.63 |
| 2/8/2022 | NVR/Ryan Homes | 3022 Grande Trail | \$3,000.00 | \$8,572.75 | -\$5,572.75 |
| 2/28/2022 | NVR/Ryan Homes | 3131 Grande Trail | \$3,000.00 | \$8,254.15 | -\$5,254.15 |
| 2/28/2022 | NVR/Ryan Homes | 3089 Grande Trail | \$3,000.00 | \$7,535.69 | -\$4,535.69 |
| 2/28/2022 | NVR/Ryan Homes | 3079 Grande Trail | \$3,000.00 | \$7,765.81 | -\$4,765.81 |
| 3/11/2022 | NVR/Ryan Homes | 3035 Grande Trail | \$3,000.00 | \$8,347.60 | -\$5,347.60 |
| 3/31/2022 | NVR/Ryan Homes | 3059 Grande Trail | \$3,000.00 | \$7,581.49 | -\$4,581.49 |
| 3/31/2022 | NVR/Ryan Homes | 3083 Grande Trail | \$3,000.00 | \$7,955.26 | -\$4,955.26 |
| 3/31/2022 | NVR/Ryan Homes | 3082 Grande Trail | \$3,000.00 | \$7,955.26 | -\$4,955.26 |
| 3/31/2022 | NVR/Ryan Homes | 3062 Grande Trail | \$3,000.00 | \$7,565.35 | -\$4,565.35 |
| 4/29/2022 | NVR/Ryan Homes | 3121 Grande Trail | \$3,000.00 | \$7,535.69 | -\$4,535.69 |
| 6/21/2022 | NVR/Ryan Homes | 3039 Grande Trail | \$3,000.00 | \$7,596.44 | -\$4,596.44 |
| 9/24/2021 | DRH Inc. | 2464 Justice Court | \$3,000.00 | \$6,433.22 | -\$3,433.22 |
| 9/24/2021 | DRH Inc. | 2462 Justice Court | \$3,000.00 | \$6,256.57 | -\$3,256.57 |
| 7/16/2021 | DRH Inc. | 3125 Justice Drive | \$3,000.00 | \$6,256.57 | -\$3,256.57 |
| 7/16/2021 | DRH Inc. | 3121 Justice Drive | \$3,000.00 | \$6,356.61 | -\$3,356.61 |
| 7/23/2021 | DRH Inc. | 3109 Justice Drive | \$3,000.00 | \$5,851.54 | -\$2,851.54 |
| 7/23/2021 | DRH Inc. | 2461 Justice Drive | \$3,000.00 | \$6,433.22 | -\$3,433.22 |
| 7/23/2021 | DRH Inc. | 2463 Justice Drive | \$3,000.00 | \$6,256.57 | -\$3,256.57 |
| 8/12/2021 | DRH Inc. | 2466 Justice Drive | \$3,000.00 | \$6,356.61 | -\$3,356.61 |
| 8/12/2021 | DRH Inc. | 2471 Justice Drive | \$3,000.00 | \$5,886.67 | -\$2,886.67 |
| 8/31/2021 | DRH Inc. | 3161 Justice Drive | \$3,000.00 | \$6,256.57 | -\$3,256.57 |
| 9/24/2021 | DRH Inc. | 3108 Justice Drive | \$3,000.00 | \$6,256.57 | -\$3,256.57 |
| 10/7/2021 | DRH Inc. | 3149 Justice Drive | \$3,000.00 | \$5,851.54 | -\$2,851.54 |
| 10/7/2021 | DRH Inc. | 3151 Justice Drive | \$3,000.00 | \$5,362.89 | -\$2,362.89 |
| 10/7/2021 | DRH Inc. | 3155 Justice Drive | \$3,000.00 | \$6,256.57 | -\$3,256.57 |
| 10/7/2021 | DRH Inc. | 3159 Justice Drive | \$3,000.00 | \$6,045.72 | -\$3,045.72 |
| 10/7/2021 | DRH Inc. | 3104 Justice Drive | \$3,000.00 | \$5,851.54 | -\$2,851.54 |
| 10/7/2021 | DRH Inc. | 3102 Justice Drive | \$3,000.00 | \$5,673.78 | -\$2,673.78 |
| 10/7/2021 | DRH Inc. | 3106 Justice Drive | \$3,000.00 | \$5,851.54 | -\$2,851.54 |
| 2/28/2022 | NVR/Ryan Homes | 2638 Kellogg Court | \$3,000.00 | \$5,841.97 | -\$2,841.97 |
| 5/23/2022 | NVR/Ryan Homes | 2632 Kellogg Court | \$3,000.00 | \$5,542.89 | -\$2,542.89 |
| 9/30/2021 | NVR/Ryan Homes | 3002 McLellan Blvd | \$3,000.00 | \$7,416.25 | -\$4,416.25 |
| 11/30/2021 | NVR/Ryan Homes | 3020 McLellan Blvd | \$3,000.00 | \$7,895.39 | -\$4,895.39 |
| 12/14/2021 | NVR/Ryan Homes | 3012 McLellan Blvd | \$3,000.00 | \$7,808.15 | -\$4,808.15 |
| 2/8/2022 | NVR/Ryan Homes | 3021 McLellan Blvd | \$3,000.00 | \$7,537.99 | -\$4,537.99 |
| 2/28/2022 | NVR/Ryan Homes | 3025 McLellan Blvd | \$3,000.00 | \$8,554.35 | -\$5,554.35 |
| 11/12/2021 | NVR/Ryan Homes | 4763 W Millbrook Circle | \$3,000.00 | \$4,987.83 | -\$1,987.83 |
| 2/8/2022 | NVR/Ryan Homes | 4831 W Millbrook Circle | \$3,000.00 | \$5,544.82 | -\$2,544.82 |
| 4/25/2022 | NVR/Ryan Homes | 4775 W Millbrook Circle | \$3,000.00 | \$5,544.82 | -\$2,544.82 |
| 9/24/2021 | NVR/Ryan Homes | 2702 Nickerson Court | \$3,000.00 | \$5,233.93 | -\$2,233.93 |
| 11/30/2021 | NVR/Ryan Homes | 2712 Nickerson Court | \$3,000.00 | \$5,280.75 | -\$2,280.75 |
| 12/21/2021 | NVR/Ryan Homes | 2711 Nickerson Court | \$3,000.00 | \$5,710.21 | -\$2,710.21 |
| 1/13/2022 | NVR/Ryan Homes | 2706 Nickerson Court | \$3,000.00 | \$4,676.94 | -\$1,676.94 |
| 2/28/2022 | NVR/Ryan Homes | 2713 Nickerson Court | \$3,000.00 | \$4,987.83 | -\$1,987.83 |
| 4/25/2022 | NVR/Ryan Homes | 2705 Nickerson Court | \$3,000.00 | \$5,233.93 | -\$2,233.93 |

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|------------|-------------------------|--------------------------|---------------|------------------------------|----------------|-----------------|
| 6/21/2022 | NVR/Ryan Homes | 2701 Nickerson Court | \$3,000.00 | \$4,718.73 | -\$1,718.73 | |
| 1/13/2022 | NVR/Ryan Homes | 2874 Old Glory Drive | \$3,000.00 | \$8,573.87 | -\$5,573.87 | |
| 2/8/2022 | NVR/Ryan Homes | 2868 Old Glory Drive | \$3,000.00 | \$7,535.69 | -\$4,535.69 | |
| 4/29/2022 | Clean Edge Construction | 2968 Old Glory Drive | \$3,000.00 | \$7,080.80 | -\$4,080.80 | |
| 7/16/2021 | Clean Edge Construction | 2954 Old Glory Way | \$3,000.00 | \$8,305.63 | -\$5,305.63 | |
| 8/12/2021 | NVR/Ryan Homes | 2719 Potter Court | \$3,000.00 | \$5,383.00 | -\$2,383.00 | |
| 10/15/2021 | NVR/Ryan Homes | 2716 Potter Court | \$3,000.00 | \$5,710.21 | -\$2,710.21 | |
| 11/12/2021 | NVR/Ryan Homes | 2722 Potter Court | \$3,000.00 | \$5,531.08 | -\$2,531.08 | |
| 11/12/2021 | NVR/Ryan Homes | 2717 Potter Court | \$3,000.00 | \$5,544.82 | -\$2,544.82 | |
| 5/6/2022 | NVR/Ryan Homes | 2718 Potter Court | \$3,000.00 | \$4,471.76 | -\$1,471.76 | |
| 5/23/2022 | NVR/Ryan Homes | 2724 Potter Court | \$3,000.00 | \$4,168.83 | -\$1,168.83 | |
| 8/27/2021 | NVR/Ryan Homes | 2875 Rood Street | \$3,000.00 | \$7,893.09 | -\$4,893.09 | |
| 11/12/2021 | NVR/Ryan Homes | 2892 Rood Street | \$3,000.00 | \$8,292.45 | -\$5,292.45 | |
| 12/14/2021 | NVR/Ryan Homes | 2885 Rood Street | \$3,000.00 | \$8,254.15 | -\$5,254.15 | |
| 3/25/2022 | DRH Inc. | 3341 Seeley Street | \$3,000.00 | \$6,433.22 | -\$3,433.22 | |
| 4/25/2022 | DRH Inc. | 3345 Seeley Street | \$3,000.00 | \$5,644.31 | -\$2,644.31 | |
| 4/25/2022 | DRH Inc. | 3349 Seeley Street | \$3,000.00 | \$6,047.65 | -\$3,047.65 | |
| 4/25/2022 | DRH Inc. | 3353 Seeley Street | \$3,000.00 | \$5,644.31 | -\$2,644.31 | |
| 7/16/2021 | NVR/Ryan Homes | 2056 Squire Circle | \$3,000.00 | \$8,283.31 | -\$5,283.31 | |
| 7/16/2021 | NVR/Ryan Homes | 4838 W. Millbrook Circle | \$3,000.00 | \$5,883.81 | -\$2,883.81 | |
| 8/12/2021 | NVR/Ryan Homes | 4819 W. Millbrook Circle | \$3,000.00 | \$5,493.21 | -\$2,493.21 | |
| 8/12/2021 | NVR/Ryan Homes | 4822 W. Millbrook Circle | \$3,000.00 | \$4,763.62 | -\$1,763.62 | |
| | | | Totals | \$861,000.00 | \$2,040,636.35 | -\$1,179,636.35 |
| | | | | Property Tax Analysis | | |
| | | | | Max | \$9,124.76 | |
| | | | | Min | \$2,474.24 | |
| | | | | Mean | \$6,001.87 | |



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

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2025-50

Agenda Item Summary Memo

Title: South Receiving Station Standpipe – Contract Award

Meeting and Date: City Council – June 24, 2025

Synopsis: South Receiving Station Standpipe – Recommendation to Issue Notice of Award

Council Action Previously Taken:

Date of Action: PW – 6/17/25 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-50

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Notice of Award

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: June 10, 2025
Subject: South Receiving Station Standpipe

This memo is a supplement to the package reviewed at the May 12th Public Works committee meeting and addresses the following key items:

1. Site selection process
2. Funding requirements
3. Site soils and foundation design
4. Recommendation

Site Selection Process

The southern portion of the Restore Church parcel was identified early in the planning process as an ideal location for the Standpipe, Southern Receiving Station and DWC Metering Station. Key factors influencing the site decision included the site's elevations, openness, and strategic location of the site.

The target elevation range was a major determinant in moving forward with this site, as it directly impacts the tank height requirements and ultimately the cost of the tank. Subsequently, the elevation range constraint limited the number of viable parcels/sites considered for the Standpipe, Southern Receiving Station and DuPage Water Commission (DWC) Metering Station improvements.

Funding Requirements

Project funding is being secured through the Water Infrastructure Finance and Innovation Act (WIFIA) program. This program requires several environmental approvals for each specific site, each of which takes a substantial amount of time to obtain—typically between 8 to 12 months.

Relocating the project to an alternative site at this stage would restart the environmental review process, likely resulting in a 1 to 2-year delay in the construction timeline. As currently scheduled, all three infrastructure components are slated for completion by the end of 2027, with the City planning to begin utilizing the Lake Michigan Water in the summer of 2028. If the City were to adjust locations, the schedules would not be met. A significant amount of re-design would be required also for not only the City projects, but the DWC metering station and pipeline projects.

In addition, the City is in the final stages of purchasing the property, which must also follow the federal requirements for WIFIA funding. This process also has a lengthy timeline.

Site Soils and Foundation Design

As part of the design process, several soil borings were conducted to depths of 100'. The report is provided as part of the bid package. The resulting geotechnical report was included in the project bid package. However, no significant issues were identified in the report.

For projects of this type, foundation design is typically the responsibility of the contractor and their structural engineers. A “shallow” foundation is considered standard practice, provided the soil conditions meet the structural design needs.

Late in the bidding process, the bidders’ structural engineers determined that the proper foundation design for this site was a “deep” foundation. The structural design of the foundation is iterative and both shallow and deep foundation alternatives were considered. Ultimately, through design iterations, it was determined a “deep” foundation would be a more practical and robust design alternative due to suboptimal soil conditions at greater depths. CBI indicated that the approximate cost difference between a typical “shallow” foundation and the “deep” foundation proposed specifically for this project is approximately \$700,000.

It is worth noting that the use of deep foundations for water tanks is not unusual. Our team has participated in several similar projects utilizing this method.

Recommendation

We recommend the acceptance of the bid and approval of the Notice of Award be made to the low bidder, CB&I Storage Solutions, LLC, 14105 S. Route 59, Plainfield, IL 60554 in the total amount of \$6,578,339.60, contingent upon successful acquisition of the property by the City.

This recommendation is based on the following considerations:

- **Timeliness:** Any delay in awarding the contract will jeopardize the 2027 completion timeline. The standpipe is essential for operational readiness in connecting to the Lake Michigan water supply via DWC.
- **Market Conditions and Bidding Environment:** Construction costs are expected to continue rising; delaying the project may increase overall costs. In addition, additional engineering costs would be needed to re-bid the project. Furthermore, only two (2) contractors in the country have the ability to construct a standpipe of this size. We do not anticipate that additional bidders will come forward if this is bid once again.
- **Value Engineering:** We will collaborate with CBI to identify opportunities for cost savings through value engineering. Any recommended changes will be brought before the Council for approval through formal change orders.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS APPROVING A BID TO CONSTRUCT A 1,500,000 GALLON STANDPIPE,
RELATED WATER MAINS, AND OTHER SITE IMPROVEMENTS**
(South Receiving Station Standpipe)

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

WHEREAS, the City plans to construct a 1,500,000-gallon standpipe, and install approximately 330 feet of water main, along with conducting site grading, and other site improvements (the “Project”); and

WHEREAS, the Project is required for the City to connect to Lake Michigan water through the DuPage Water Commission; and

WHEREAS, the cost of the Project shall be paid through a combination of Water Infrastructure Finance Innovation Act loans (the “Loan”) and City funds; and

WHEREAS, the City is currently negotiating the purchase of the property where the Project is to be constructed (the “Property”), and the formal award of any bid on the Project shall be contingent on the City securing the Property; and

WHEREAS, in compliance with all applicable Illinois laws, bids were accepted to construct the Project and a public bid opening was held at 1:00 p.m. on May 12, 2025; and

WHEREAS, the City’s engineers and staff find that the lowest responsible bidder is CB&I Storage Tank Solutions LLC, 14105 S. Route 59, Plainfield, IL 60554 (“CB&I”), with a total bid amount of \$6,578,339.60 (the “Project Cost”); and

WHEREAS, it has been recommended to the Corporate Authorities that the bid by CB&I be accepted, contingent on the City securing the Loan and purchasing the Property; and

WHEREAS, a Notice to Award the bid shall be issued to CB&I.

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

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

Section 2. The Corporate Authorities hereby find and declare that a bid by CB&I Storage Tank Solutions LLC, 14105 S. Route 59, Plainfield, IL 60554 to complete the Project at a cost of \$6,578,339.60 is the lowest responsible bid and therefore accept the bid, contingent on the City purchasing the Property and securing the Loan.

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

[Remainder of page intentionally blank; roll call vote follows]

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

CITY CLERK



**BID TABULATION
SOUTH RECEIVING STATION STANDPIPE
UNITED CITY OF YORKVILLE**

| | | BID TABULATION BIDS RECD 5/12/2025 | | CB&I Storage Tank Solutions 14105 S. Route 59 Plainfield, IL 60554 | |
|----------|---|---------------------------------------|----------|--|---------------|
| ITEM NO. | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
| 1 | TREE REMOVAL (6 TO 15 UNITS DIAMETER) | UNIT | 100 | \$ 48.90 | \$ 4,890.00 |
| 2 | TREE REMOVAL (OVER 15 UNITS DIAMETER) | UNIT | 100 | \$ 73.30 | \$ 7,330.00 |
| 3 | TEMPORARY FENCE | FOOT | 1,730 | \$ 6.70 | \$ 11,591.00 |
| 4 | PERIMETER EROSION BARRIER | FOOT | 3,450 | \$ 4.60 | \$ 15,870.00 |
| 5 | AGGREGATE DITCH CHECKS | TONS | 70 | \$ 216.70 | \$ 15,169.00 |
| 6 | STABILIZED CONSTRUCTION ENTRANCE | SQYD | 120 | \$ 122.20 | \$ 14,664.00 |
| 7 | EROSION CONTROL BLANKET | SQYD | 19,510 | \$ 2.60 | \$ 50,726.00 |
| 8 | TEMPORARY SEEDING | ACRE | 4 | \$ 4,138.90 | \$ 16,555.60 |
| 9 | TOPSOIL EXCAVATION | CUYD | 3,300 | \$ 23.60 | \$ 77,880.00 |
| 10 | EARTH EXCAVATION (SITEWORK ONLY) | CUYD | 5,010 | \$ 23.40 | \$ 117,234.00 |
| 11 | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS | CUYD | 100 | \$ 92.50 | \$ 9,250.00 |
| 12 | AGGREGATE SUBGRADE IMPROVEMENT | CUYD | 100 | \$ 124.80 | \$ 12,480.00 |
| 13 | NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1 | TONS | 300 | \$ 89.30 | \$ 26,790.00 |
| 14 | NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2 | TONS | 300 | \$ 37.70 | \$ 11,310.00 |
| 15 | GEOTEXTILE FABRIC | SQYD | 2,600 | \$ 3.80 | \$ 9,880.00 |
| 16 | AGGREGATE SUBGRADE IMPROVEMENT 12-INCH | SQYD | 2,300 | \$ 33.40 | \$ 76,820.00 |
| 17 | FOUNDATION MATERIAL | CUYD | 150 | \$ 193.20 | \$ 28,980.00 |
| 18 | WATER MAIN, D.I.P., CLASS 54, WITH POLYETHYLENE WRAP, 16-INCH | FOOT | 180 | \$ 316.70 | \$ 57,006.00 |
| 19 | WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH | FOOT | 150 | \$ 290.00 | \$ 43,500.00 |
| 20 | DUCTILE IRON FITTINGS | POUND | 1,600 | \$ 18.70 | \$ 29,920.00 |



**BID TABULATION
SOUTH RECEIVING STATION STANDPIPE
UNITED CITY OF YORKVILLE**

BID TABULATION
BIDS RECD 5/12/2025
CB&I Storage Tank Solutions
14105 S. Route 59
Plainfield, IL 60554

| ITEM NO. | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|---|------|----------|-----------------|-----------------|
| 21 | FIELD LOK GASKET, 16" | EACH | 12 | \$ 677.80 | \$ 8,133.60 |
| 22 | BUTTERFLY VALVE AND VALVE VAULT, 16" VALVE IN 60" VAULT | EACH | 2 | \$ 38,472.20 | \$ 76,944.40 |
| 23 | FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ | EACH | 3 | \$ 23,594.40 | \$ 70,783.20 |
| 24 | WATER MAIN TESTING - PRESSURE AND DISINFECTION | LSUM | 1 | \$ 1,166.70 | \$ 1,166.70 |
| 25 | SPLASH PAD | EACH | 1 | \$ 2,055.60 | \$ 2,055.60 |
| 26 | STONE RIPRAP, CLASS A3 | SQYD | 15 | \$ 229.10 | \$ 3,436.50 |
| 27 | PORTLAND CEMENT CONCRETE SIDEWALK 6-INCH | SQFT | 350 | \$ 20.60 | \$ 7,210.00 |
| 28 | QUAZITE HANDHOLE | EACH | 3 | \$ 11,361.10 | \$ 34,083.30 |
| 29 | RIGID CONDUIT, 2" DIA. GALVANIZED | FOOT | 145 | \$ 348.80 | \$ 50,576.00 |
| 30 | HIGH SPEED SCADA ANTENNA INSTALLATION COMPLETE | EACH | 1 | \$ 5,992.00 | \$ 5,992.00 |
| 31 | CCTV COMMUNICATIONS ANTENNA INSTALLATION COMPLETE | EACH | 1 | \$ 5,992.00 | \$ 5,992.00 |
| 32 | STANDPIPE WATER STORAGE TANK - 1,500,000 GALLON CYLINDRICAL WITH ARCHITECTURAL PILASTERS AND ROOF INCLUDING DESIGN AND CONSTRUCTION | LSUM | 1 | \$ 4,886,367.70 | \$ 4,886,367.70 |
| 33 | TESTING AND DISINFECTION FOR FINAL COMPLETION | LSUM | 1 | \$ 5,556.00 | \$ 5,556.00 |
| 34 | EXTERIOR PAINTING, COMPLETE | LSUM | 1 | \$ 329,433.00 | \$ 329,433.00 |
| 35 | INTERIOR PAINTING, COMPLETE (WET AREA) | LSUM | 1 | \$ 252,222.00 | \$ 252,222.00 |
| 36 | INTERIOR PAINTING, COMPLETE (DRY AREA) | LSUM | 1 | \$ 89,431.00 | \$ 89,431.00 |
| 37 | LETTERING AND LOGO | LSUM | 1 | \$ 11,111.00 | \$ 11,111.00 |
| 38 | ALLOWANCE - ITEMS ORDERED BY THE ENGINEER | UNIT | 100,000 | \$ 1.00 | \$ 100,000.00 |
| | TOTAL (Items 1-38) | | | | \$ 6,578,339.60 |

Highlighted box indicates updated total from bid.

**BID SUMMARY
SOUTH RECEIVING STATION STANDPIPE
UNITED CITY OF YORKVILLE**

| | | | | |
|--|---|--|--|--|
| BID TABULATION BIDS RECEIVED 1:00 P.M. 05/12/25 | CB&I Storage Tank Solutions 14105 S. Route 59 Plainfield, IL 60554 | | | |
| TOTAL BID | \$6,578,339.60 | | | |
| ADDENDUM #1 | X | | | |
| ADDENDUM #2 | X | | | |
| ADDENDUM #3 | X | | | |
| ADDENDUM #4 | X | | | |
| BID BOND | X | | | |
| SIGNED BID | X | | | |
| ATTENDED PRE-BID MEETING | X | | | |



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

Agenda Item Number

New Business #6

Tracking Number

PW 2025-50

Agenda Item Summary Memo

Title: South Receiving Station Standpipe – Contract Award

Meeting and Date: Public Works Committee – May 20, 2025

Synopsis: South Receiving Station Standpipe – Recommendation to Issue Notice of Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Notice of Award

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: May 12, 2025
Subject: South Receiving Station Standpipe

Bids were received, opened, and tabulated for work to be done on the South Receiving Station Standpipe at 1:00 p.m., May 12, 2025. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids is attached for your information and record.

This project consists of the design and construction of a 1,500,000-gallon standpipe with a top capacity line at 850 feet, as well as the installation of approximately 330 feet of 16-inch ductile iron water main, site grading, and other site improvements as set forth in the bid documents.

In the United States, only six (6) contractors specialize in elevated tank construction. Of those, just two firms - CBI Storage Solutions, LLC (CBI) and Caldwell Tanks (Caldwell) - construct standpipes of this scale. Both were engaged during the bidding process, attended the pre-bid meeting, and submitted questions throughout.

Although two bids were expected, only one bid was received on the day of opening - from CBI, in the amount of \$6,578,339.60. The City's budget for this project was \$5.85M.

Following the bid opening, Caldwell indicated they chose not to submit a bid primarily due to concerns with the site's soil conditions. These conditions would require a significantly larger mat foundation, potentially exceeding 100 feet in diameter, which raised engineering concerns within their team. Additionally, given the current competitive market, Caldwell is able to be selective in choosing projects. Their decision not to bid came after reviewing the foundation data, which was shared after the bid opening.

After understanding the rationale for Caldwell not bidding, research was completed to understand the reasoning behind the increase in cost over our budget which was updated in December 2024 as well as to confirm that CBI felt confident in the soils and foundation design. Below are the major reasons for the cost increase:

- 1) **Steel Cost:** Plate steel costs have increased by over 25% since the budget estimate was prepared.
- 2) **Foundation:** Due to the soil conditions, CBI opted for a deep foundation using piles rather than a shallower mat foundation, resulting in higher costs.
- 3) **Warranty:** While the budget assumed a one-year warranty, the bid documents required a three-year warranty to cover the anticipated operational timeline for Lake Michigan Water integration.

- 4) **Cost increase in utilities and site work:** CBI subcontracts this work and indicated that they seek at least three bids per trade. However, these costs have risen significantly.
- 5) **Market Conditions:** The market is experiencing increased demand for tank construction, with fewer qualified contractors available. This limited competition is contributing to higher bid prices.

The City has several potential options moving forward including, but not limited to, the following:

1. **Award the Bid As-Is** and allow for City staff and EEI to collaborate with CBI on value engineering opportunities. Then, City staff and EEI can negotiate change orders with CBI following project award.
2. **Defer the Decision** until the next Public Works Committee meeting in June to allow time for EEI to solicit value engineering cost reductions from CBI before making a final recommendation.

Our concern with this is that any potential delay in schedule could jeopardize the current completion date of the end of 2027.

3. **Reject All Bids and Rebid** with a deep foundation and potentially remove certain utility/site work elements. These items could be reallocated to other projects that may attract more competitive bids.

Our concern about this is that it is likely that we still will only receive one bid and it is possible that the amount will be higher. In addition, this will probably push the schedule for a completion date in fall/winter of 2028.

The current schedule calls for completion at the end of 2027, which aligns with the DWC timeline.

This project is intended to be funded through a combination of Water Infrastructure Finance and Innovation Act (WIFIA), and local funds.

Lastly, the land on which this tank is to be built has not been formally purchased. The owner has agreed on a price and City's land acquisition specialist is working on the final paperwork. The contract award, would have to be contingent upon the City purchasing the property.

We request formal direction from the Public Works Committee on how to proceed. Please let us know if you have any questions or need additional information.



**BID TABULATION
SOUTH RECEIVING STATION STANDPIPE
UNITED CITY OF YORKVILLE**

| | | BID TABULATION BIDS RECD 5/12/2025 | | CB&I Storage Tank Solutions 14105 S. Route 59 Plainfield, IL 60554 | |
|----------|---|---------------------------------------|----------|--|---------------|
| ITEM NO. | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
| 1 | TREE REMOVAL (6 TO 15 UNITS DIAMETER) | UNIT | 100 | \$ 48.90 | \$ 4,890.00 |
| 2 | TREE REMOVAL (OVER 15 UNITS DIAMETER) | UNIT | 100 | \$ 73.30 | \$ 7,330.00 |
| 3 | TEMPORARY FENCE | FOOT | 1,730 | \$ 6.70 | \$ 11,591.00 |
| 4 | PERIMETER EROSION BARRIER | FOOT | 3,450 | \$ 4.60 | \$ 15,870.00 |
| 5 | AGGREGATE DITCH CHECKS | TONS | 70 | \$ 216.70 | \$ 15,169.00 |
| 6 | STABILIZED CONSTRUCTION ENTRANCE | SQYD | 120 | \$ 122.20 | \$ 14,664.00 |
| 7 | EROSION CONTROL BLANKET | SQYD | 19,510 | \$ 2.60 | \$ 50,726.00 |
| 8 | TEMPORARY SEEDING | ACRE | 4 | \$ 4,138.90 | \$ 16,555.60 |
| 9 | TOPSOIL EXCAVATION | CUYD | 3,300 | \$ 23.60 | \$ 77,880.00 |
| 10 | EARTH EXCAVATION (SITEWORK ONLY) | CUYD | 5,010 | \$ 23.40 | \$ 117,234.00 |
| 11 | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS | CUYD | 100 | \$ 92.50 | \$ 9,250.00 |
| 12 | AGGREGATE SUBGRADE IMPROVEMENT | CUYD | 100 | \$ 124.80 | \$ 12,480.00 |
| 13 | NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1 | TONS | 300 | \$ 89.30 | \$ 26,790.00 |
| 14 | NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2 | TONS | 300 | \$ 37.70 | \$ 11,310.00 |
| 15 | GEOTEXTILE FABRIC | SQYD | 2,600 | \$ 3.80 | \$ 9,880.00 |
| 16 | AGGREGATE SUBGRADE IMPROVEMENT 12-INCH | SQYD | 2,300 | \$ 33.40 | \$ 76,820.00 |
| 17 | FOUNDATION MATERIAL | CUYD | 150 | \$ 193.20 | \$ 28,980.00 |
| 18 | WATER MAIN, D.I.P., CLASS 54, WITH POLYETHYLENE WRAP, 16-INCH | FOOT | 180 | \$ 316.70 | \$ 57,006.00 |
| 19 | WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH | FOOT | 150 | \$ 290.00 | \$ 43,500.00 |
| 20 | DUCTILE IRON FITTINGS | POUND | 1,600 | \$ 18.70 | \$ 29,920.00 |



**BID TABULATION
SOUTH RECEIVING STATION STANDPIPE
UNITED CITY OF YORKVILLE**

BID TABULATION
BIDS RECD 5/12/2025
CB&I Storage Tank Solutions
14105 S. Route 59
Plainfield, IL 60554

| ITEM NO. | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|---|------|----------|-----------------|-----------------|
| 21 | FIELD LOK GASKET, 16" | EACH | 12 | \$ 677.80 | \$ 8,133.60 |
| 22 | BUTTERFLY VALVE AND VALVE VAULT, 16" VALVE IN 60" VAULT | EACH | 2 | \$ 38,472.20 | \$ 76,944.40 |
| 23 | FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ | EACH | 3 | \$ 23,594.40 | \$ 70,783.20 |
| 24 | WATER MAIN TESTING - PRESSURE AND DISINFECTION | LSUM | 1 | \$ 1,166.70 | \$ 1,166.70 |
| 25 | SPLASH PAD | EACH | 1 | \$ 2,055.60 | \$ 2,055.60 |
| 26 | STONE RIPRAP, CLASS A3 | SQYD | 15 | \$ 229.10 | \$ 3,436.50 |
| 27 | PORTLAND CEMENT CONCRETE SIDEWALK 6-INCH | SQFT | 350 | \$ 20.60 | \$ 7,210.00 |
| 28 | QUAZITE HANDHOLE | EACH | 3 | \$ 11,361.10 | \$ 34,083.30 |
| 29 | RIGID CONDUIT, 2" DIA. GALVANIZED | FOOT | 145 | \$ 348.80 | \$ 50,576.00 |
| 30 | HIGH SPEED SCADA ANTENNA INSTALLATION COMPLETE | EACH | 1 | \$ 5,992.00 | \$ 5,992.00 |
| 31 | CCTV COMMUNICATIONS ANTENNA INSTALLATION COMPLETE | EACH | 1 | \$ 5,992.00 | \$ 5,992.00 |
| 32 | STANDPIPE WATER STORAGE TANK - 1,500,000 GALLON CYLINDRICAL WITH ARCHITECTURAL PILASTERS AND ROOF INCLUDING DESIGN AND CONSTRUCTION | LSUM | 1 | \$ 4,886,367.70 | \$ 4,886,367.70 |
| 33 | TESTING AND DISINFECTION FOR FINAL COMPLETION | LSUM | 1 | \$ 5,556.00 | \$ 5,556.00 |
| 34 | EXTERIOR PAINTING, COMPLETE | LSUM | 1 | \$ 329,433.00 | \$ 329,433.00 |
| 35 | INTERIOR PAINTING, COMPLETE (WET AREA) | LSUM | 1 | \$ 252,222.00 | \$ 252,222.00 |
| 36 | INTERIOR PAINTING, COMPLETE (DRY AREA) | LSUM | 1 | \$ 89,431.00 | \$ 89,431.00 |
| 37 | LETTERING AND LOGO | LSUM | 1 | \$ 11,111.00 | \$ 11,111.00 |
| 38 | ALLOWANCE - ITEMS ORDERED BY THE ENGINEER | UNIT | 100,000 | \$ 1.00 | \$ 100,000.00 |
| | TOTAL (Items 1-38) | | | | \$ 6,578,339.60 |

Highlighted box indicates updated total from bid.

**BID SUMMARY
SOUTH RECEIVING STATION STANDPIPE
UNITED CITY OF YORKVILLE**

| | | | | |
|--|---|--|--|--|
| BID TABULATION BIDS RECEIVED 1:00 P.M. 05/12/25 | CB&I Storage Tank Solutions 14105 S. Route 59 Plainfield, IL 60554 | | | |
| TOTAL BID | \$6,578,339.60 | | | |
| ADDENDUM #1 | X | | | |
| ADDENDUM #2 | X | | | |
| ADDENDUM #3 | X | | | |
| ADDENDUM #4 | X | | | |
| BID BOND | X | | | |
| SIGNED BID | X | | | |
| ATTENDED PRE-BID MEETING | X | | | |



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

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2025-51

Agenda Item Summary Memo

Title: South Receiving Station Standpipe Construction Engineering Agreement

Meeting and Date: City Council – June 24, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 6/17/25 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-51

Type of Vote Required: Majority

Council Action Requested: Approval

| | | |
|----------------------|-------------------|---------------------|
| Submitted by: | <u>Eric Dhuse</u> | <u>Public Works</u> |
| | Name | Department |

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: April 29, 2025
Subject: South Receiving Station Standpipe – Const. Eng. Agreement

Summary

A proposed Professional Services Agreement from EEI for the construction engineering for the south receiving station standpipe.

Background

This 1.5-million-gallon standpipe will be located on Rt. 126 just to the southeast of Rt. 71. The standpipe will be on the same parcel as the receiving station and will help distribute water evenly across the town. This will also help us achieve our DWC mandate of having 2 times the storage as our average day water use.

EEI is proposing an hourly rate professional service agreement in the amount of \$394,744 to perform construction engineering services on this project. The services proposed would get us from the pre-construction meeting through the one-year warranty inspection. EEI would provide shop review for all shop drawings, construction oversight, IEPA coordination, and preparation of all O & M manuals and warranties.

There is \$280,000 budgeted in FY 26 for this project, and an additional \$120,000 in FY27 for a total \$400,000.

Recommendation

Staff recommends approval of this professional service agreement with EEI in the amount of \$394,744.

Resolution No. 2025-_____

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

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

WHEREAS, the City's Public Works Department plans to construct a 1.5-million-gallon standpipe at 8621 IL Route 126 for the future South Receiving Station, including site grading and connection water main (the "Project"); and

WHEREAS, completion of the Project will require engineering services conducted by an outside engineering firm; and

WHEREAS, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

WHEREAS, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

WHEREAS, the City administration recommends approval of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council (the "Corporate Authorities") of the United City of Yorkville, Kendall County, Illinois, as follows:

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

Section 2. The Mayor and City Clerk are hereby authorized to execute an *Agreement*

for Professional Services – South Receiving Station Standpipe (Construction), attached hereto as Exhibit A.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval according to law.

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

City Clerk

Agreement for Professional Services
South Receiving Station Standpipe (Construction)
United City of Yorkville

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

The ENGINEER shall furnish the necessary personnel, materials, equipment and expertise to provide construction administration, coordination, layout, and inspection and to complete all necessary engineering services to the City as indicated on the included Attachment B. *Services to be provided include all professional engineering services for the construction of a new elevated water storage tank. All Engineering will be in accordance with all City, Standards for Sewer and Water Main Construction in Illinois and Illinois Department of Transportation requirements.*

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C and associated Scope of Work included as Attachment B. Construction Engineering will be paid for on an hourly or actual basis in a not to exceed amount of \$394,744. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges. All payments will be made accordingly to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.



E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without ENGINEER'S consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

G. Independent Contractor:

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The ENGINEER certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The ENGINEER certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the ENGINEER is an individual, the ENGINEER certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The ENGINEER certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.



Barred from Contracting: The ENGINEER certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The ENGINEER certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that ENGINEERS, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The ENGINEER agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The ENGINEER shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The ENGINEER agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The ENGINEER certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the ENGINEER (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The ENGINEER agrees to cooperate fully with any audit and to provide full access to all relevant materials.



United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The ENGINEER certifies that he/she is a: United States Citizen Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the ENGINEER certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

ENGINEER shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the



remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimated Level of Effort and Associated Cost
- Attachment D:** Anticipated Project Schedule
- Attachment E:** 2025 Standard Schedule of Charges
- Attachment F:** EPA 5700-49 Certification of Debarment Suspension
- Attachment G:** IEPA Contract Requirements
- Attachment H:** Supplemental WIFIA Contract Clauses

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:
 City Administrator and City Clerk
 United City of Yorkville
 651 Prairie Pointe Drive
 Yorkville, IL 60560

For the ENGINEER:
 Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove Illinois 60554

Either of the parties may designate in writing from time-to-time substitute addresses or persons in connection with required notices.

Agreed to this ___day of _____, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

 John Purcell
 Mayor

 Bradley P. Sanderson
 Chief Operating Officer /President

 Jori Behland
 City Clerk

 Todd Wells
 Project Manager



STANDARD TERMS AND CONDITIONS

Attachment A

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations. ENGINEER



agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.



SCOPE OF SERVICES
Attachment B
SOUTH RECEIVING STATION STANDPIPE
CONSTRUCTION ENGINEERING
United City of Yorkville, IL

The United City of Yorkville is constructing a 1.5 MG Standpipe on a 4.01-acre site at 8621 IL Route 126 for the future South Receiving Station, including site grading and connection water main. Our scope of services related to this project includes Construction Engineering. Below is a list of work items in more detail:

CONSTRUCTION ENGINEERING

3-1 Construction Administration

- Precon Meeting (Preparation and Attendance)
- Review of Shop Drawings
- Obtain/Provide All Construction Documents from Contractor
- Prepare and Coordinate Operating Permit from the IEPA
- Prepare Pay Estimates
- Daily/Weekly Updates to City
- Bi-weekly Progress Meetings (Assuming 52 Active Construction Weeks)
- On-going Communication/Coordination with Contractor (RFIs)
- Review and Delivery of Warranties
- Perform Substantial Completion Inspection
- Punchlist
- Two-Year Anniversary Review & Warranty

3-2 Construction Layout and Record Drawings

3-3 Construction Observation (Assuming 52 Active Construction Weeks) - Construction observation work will range from part-time to full-time efforts depending on the contractor's work activity and the criticality of the associated work activity.

DIRECT EXPENSES/SUB-CONSULTANTS

- Mileage
- Geotechnical Engineering Services
- Electrical Engineering Services

This Scope of Work and associated Estimated Level of Effort and Associated Cost (Attachment D) assume a project completion date of November 27, 2026, except for warranty on anniversary review work which would be completed by November 27, 2029. If work extends beyond this completion date, the additional work shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



Furthermore, the above scope for “SOUTH RECEIVING STATION STANDPIPE – CONSTRUCTION ENGINEERING” summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



**ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

| | | | |
|--|--|-----------------------|--------------------|
| CLIENT | | PROJECT NUMBER | |
| United City of Yorkville | | YO 2417 | |
| PROJECT TITLE | | DATE | PREPARED BY |
| South Receiving Station Standpipe - Construction Engineering | | 4/25/25 | TAW |

| TASK NO. | TASK DESCRIPTION | ROLE | PIC | SPM | PM | SPE II | PE | PLS | CADD | ADMIN | HOURS | COST |
|--|---|--------|-----------|----------|-----------|------------|--------------|-----------|----------|----------|--------------|-------------------|
| | | PERSON | BPS | MGS | TAW | MWS | AMN | JMB | KKP | DRA | | |
| | | RATE | \$256 | \$243 | \$218 | \$208 | \$175 | \$182 | \$182 | \$75 | | |
| 3.1 CONSTRUCTION ADMINISTRATION | | | | | | | | | | | | |
| | Precon Meeting (Preparation and Attendance) | | 3 | | 6 | 3 | 3 | | | | 15 | \$ 3,225 |
| | Review of Shop Drawings | | | | | 8 | 28 | | | | 36 | \$ 6,564 |
| | Obtain/Provide Construction Documents | | | | | 4 | 4 | | | | 8 | \$ 1,532 |
| | Prepare and Coordinate Operating Permit from IEPA | | | | | 4 | 4 | | | | 8 | \$ 1,532 |
| | Daily/Weekly Updates to City | | | | 13 | 52 | 52 | | | | 117 | \$ 22,750 |
| | Bi-Weekly Progress Meetings | | 22 | | 11 | 22 | 22 | | | | 77 | \$ 16,456 |
| | Communication/Coordination with Contractor (RFIs) | | | | 8 | 16 | 40 | | | 8 | 72 | \$ 12,672 |
| | Review and Delivery of Warranty | | | | 1 | 1 | 1 | | | | 3 | \$ 601 |
| | Perform Substantial Complete Inspection | | | | 2 | 8 | 8 | | | | 18 | \$ 3,500 |
| | Punchlist | | | | | 8 | 16 | | | | 24 | \$ 4,464 |
| | Three-Year Anniversary Review and Warranty | | | | | 8 | 16 | | | | 24 | \$ 4,464 |
| | Task Subtotal: | | 25 | - | 41 | 134 | 194 | - | - | 8 | 402 | \$ 77,760 |
| 3.2 CONSTRUCTION LAYOUT AND RECORD DRAWINGS | | | | | | | | | | | | |
| | Office Preparation | | | 4 | | | | | | | 4 | \$ 972 |
| | Field Staking | | | | | | | 35 | | | 35 | \$ 6,370 |
| | As-Builts | | | | | | | 10 | | | 10 | \$ 1,820 |
| | Easement Review and Staking | | | | | | | 3 | | | 3 | \$ 546 |
| | Task Subtotal: | | - | 4 | - | - | - | 48 | - | - | 52 | \$ 9,708 |
| 3.3 CONSTRUCTION OBSERVATION | | | | | | | | | | | | |
| | Construction Observation | | | | 22 | 284 | 1,320 | | | | 1,626 | \$ 294,868 |
| | Task Subtotal: | | - | - | 22 | 284 | 1,320 | - | - | - | 1,626 | \$ 294,868 |
| PROJECT TOTAL: | | | 25 | 4 | 63 | 418 | 1,514 | 48 | - | 8 | 2,080 | \$ 382,336 |

EEL STAFF

BPS Bradley P. Sanderson, PE
TAW Todd A. Wells, PE
MWS Michael W. Schweisthal, PE
AMN Adam M. Noon, EI
MGS Mark G. Scheller, PLS
JMB Joshua M. Boatman, PLS
KKP Kristopher K. Pung
DRA Deborah R. Anderson

DIRECT EXPENSES

Mileage = \$ 3,380
Geotechnical Engineering = \$ 10,000

DIRECT EXPENSES = \$ 13,380

LABOR SUMMARY

EEL Labor Expenses = \$ 381,364
TOTAL LABOR EXPENSES \$ 381,364

TOTAL COSTS \$ 394,744



ATTACHMENT D: ESTIMATED SCHEDULE

| | | | |
|--|--|-----------------------|--------------------|
| CLIENT | | PROJECT NUMBER | |
| United City of Yorkville | | YO 2417 | |
| PROJECT TITLE | | DATE | PREPARED BY |
| South Receiving Station Standpipe - Construction Engineering | | 4/25/25 | TAW |

| TASK NO. | TASK DESCRIPTION | 2025 | | | | | | | | | | | |
|---------------------------------|--|------|-----|-----|-------|-----|------|------|-----|------|-----|-----|-----|
| | | JAN | FEB | MAR | APRIL | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC |
| CONSTRUCTION ENGINEERING | | | | | | | | | | | | | |
| 3.1 | Construction Administration | | | | | | | | | | | | |
| 3.2 | Construction Layout and Administration | | | | | | | | | | | | |
| 3.3 | Construction Observation | | | | | | | | | | | | |
| TASK NO. | TASK DESCRIPTION | 2026 | | | | | | | | | | | |
| | | JAN | FEB | MAR | APRIL | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC |
| CONSTRUCTION ENGINEERING | | | | | | | | | | | | | |
| 3.1 | Construction Administration | | | | | | | | | | | | |
| 3.2 | Construction Layout and Administration | | | | | | | | | | | | |
| 3.3 | Construction Observation | | | | | | | | | | | | |

NOTE: The anniversary review and associated warranty work are anticipated to complete in November 2029.





ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

| EMPLOYEE DESIGNATION | CLASSIFICATION | HOURLY RATE |
|--|----------------|-------------|
| Senior Principal | E-4 | \$256.00 |
| Principal | E-3 | \$251.00 |
| Senior Project Manager | E-2 | \$243.00 |
| Project Manager | E-1 | \$218.00 |
| Senior Project Engineer/Surveyor II | P-6 | \$208.00 |
| Senior Project Engineer/Surveyor I | P-5 | \$193.00 |
| Project Engineer/Surveyor | P-4 | \$175.00 |
| Senior Engineer/Surveyor | P-3 | \$161.00 |
| Engineer/Surveyor | P-2 | \$146.00 |
| Associate Engineer/Surveyor | P-1 | \$132.00 |
| Senior Project Technician II | T-6 | \$182.00 |
| Senior Project Technician I | T-5 | \$171.00 |
| Project Technician | T-4 | \$159.00 |
| Senior Technician | T-3 | \$146.00 |
| Technician | T-2 | \$132.00 |
| Associate Technician | T-1 | \$115.00 |
| Engineering/Land Surveying Intern | I-1 | \$ 85.00 |
| Director of Marketing and Business Development | M-4 | \$135.00 |
| Marketing Coordinator | M-2 | \$100.00 |
| Executive Administrative Assistant | A-4 | \$ 80.00 |
| Administrative Assistant | A-3 | \$ 75.00 |

VEHICLES. DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS*

| | | |
|--|--------------------------------|----------|
| Vehicle for Construction Observation | | \$ 20.00 |
| Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone | | \$235.00 |
| Expert Testimony | | \$290.00 |
| In-House Scanning and Reproduction | \$0.25/Sq. Ft. (Black & White) | |
| | \$1.00/Sq. Ft. (Color) | |
| Reimbursable Expenses (Direct Costs) | Cost | |
| Services by Others (Direct Costs) | Cost + 10% | |

* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY



EPA Project Control Number

United States Environmental Protection Agency
Washington, D.C. 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Todd A. Wells - Project Manager

Typed Name and Title of Authorized Representative

4/25/2025

Signature of Authorized Representative

Date

I am unable to certify to the above statements. May explanation is attached.

ATTACHMENT G
IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES

Audit and Access to Records Clause:

- A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- D. The final audit report shall include the written comments, if any, of the audited parties.
- E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees:

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters:

Form EPA 5700-49 is signed and attached as part of Attachment F-2.

USEPA Nondiscrimination Clause:

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause:

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs".

ATTACHMENT H
SUPPLEMENTAL USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES

ECONOMIC AND MISCELLANEOUS AUTHORITIES

DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the [Project]. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

NEW RESTRICTIONS ON LOBBYING

Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.



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

Agenda Item Number

Public Works Committee #3

Tracking Number

PW 2025-64

Agenda Item Summary Memo

Title: Ashley Pointe (Prestwick) Subdivision – Performance Guarantee Release

Meeting and Date: City Council – June 24, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 6/17/25 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-64

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
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk

Date: June 9, 2025
Subject: Ashley Pointe (Prestwick) Subdivision

The developer has completed the remaining punch list items from the one-year warranty period. The last remaining item was the park site development. The Parks and Recreation department has signed off on the park site conditions. We are now recommending a full release of their remaining performance guarantee bond. The value of the guarantee to be released is \$57,960.00.

The public improvements were accepted on April 28, 2020.

Please let us know if you have any questions.

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING THE RELEASE OF A PERFORMANCE GUARANTEE BOND RELATED TO ASHLEY POINTE (PRESTWICK) SUBDIVISION

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, Stewart Spreading, Inc., an Illinois corporation (“Developer”) submitted a Performance Guarantee Bond in the amount of \$57,960.00 to the City, related to the development of the Ashley Pointe (Prestwick) Subdivision (the “Project”); and

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

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

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

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

Section 2. That the full Performance Guarantee Bond in the amount of \$57,960.00 be released to Stewart Spreading, Inc., as recommended by the City’s engineering consultants, Engineering Enterprises, Inc.

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

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

CITY CLERK



Legend

 Unit Boundary

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



United City of Yorkville
 800 Game Farm Road
 Yorkville, IL 60560
 630-553-4350
 www.yorkville.il.us

| NO. | DATE | REVISIONS |
|-----|------|-----------|
| | | |
| | | |
| | | |

DATE: APRIL 2020
 PROJECT NO.: YQ1216
 BY: MJT
 PATH: H:\GIS\PUBLIC\YORKVILLE\2012
 FILE: YQ1216_Ashley Pointe Unit 1.MXD

UNIT 1
 UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS

ASHLEY POINTE





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

Agenda Item Number

Park Board #1

Tracking Number

CC 2025-52

Agenda Item Summary Memo

Title: Cannonball Ridge Park Playground Equipment Purchase Proposal

Meeting and Date: City Council – June 24, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PB – 6/16/25 Action Taken: Moved forward to City Council agenda.

Item Number: _____

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval

Submitted by: Tim Evans Parks and Recreation
Name Department

Agenda Item Notes:

Memorandum



To: Yorkville City Council
From: Tim Evans, Director of Parks and Recreation
CC: Scott Sleezer, Supt. of Parks
Date: June 17, 2025
Subject: Cannonball Ridge Park Playground Equipment Purchase Proposal

Subject

Cannonball Ridge Park Playground Equipment Purchase Proposal

Background

As shown on the attached playground replacement schedule, the Cannonball Ridge Park playground is twenty (20) years old and is reaching the end of its useful lifespan. Cannonball Ridge Park (2087 Northland Ln) currently has a basketball court, two (2) playgrounds, picnic area, shelter, skateboard elements, baseball field, and a sled hill.

Unique to this park, Cannonball Ridge Park has two (2) playgrounds, one for children 2-5 years old and one for children 5-12 years old. Both are original to the development and were purchased from PLAYCRAFT SYSTEMS manufacturer. As we have done with previous, new playground equipment at other City park sites, staff is planning on rehabbing both of these playgrounds in lieu of a complete tear down and replacement. The rehab will consist of keeping the swing frames, playground poles, one of the slides (it was recently replaced) and a web climber, as it links the 5-12 year old playground equipment. Staff will be replacing:

- a. Decks
- b. Climbers
- c. Slides
- d. Play panels
- e. Railings
- f. Stairs
- g. Transfer platforms
- h. Swings and adding an inclusive swing seat

The redevelopment and rehabbing of these two (2) playgrounds will also allow the City to update these two (2) playgrounds to the current American Disabilities Act (ADA) standards while also providing new playground equipment and colors to the community within the approved budget amount. Plus, it will be a slightly quicker installation process than a complete playground replacement.

The new playground equipment components will also include:

1. Unique playground features and inclusive play activities to support the development of all children, regardless of abilities.
2. Molded swings, to help children maintain a neutral body position.
3. Various climbers offering beginning, intermediate, and advanced levels of graduated play.
4. Cozy spots to offer a quiet space where children can retreat for sensory and social relief.

5. Half panels allow adequate space underneath each panel for individuals to use a mobility device.
6. New brighter equipment colors, which will attract children's attention, stimulate their senses, and enhance their play experience. These brighter colors will also play a role in safety, making the playground equipment more visible and helping children distinguish between different areas. The Park Board approved colors and two other options are attached.

As part of the current year's Parks and Recreation capital budget, the City designated \$123,900 to update the two (2) playground equipment pieces and swings at Cannonball Ridge Park. The capital budget is attached. Similar to the City utilizing Sourcewell for purchasing P&R trucks, staff used OMNIA Partners, a national procurement organization dedicated to optimizing procurement for organizations and providing access to group purchasing contracts with leading national suppliers, for volume savings and a streamlined procurement process for thousands of products and services, including playground equipment.

Utilizing this process to ensure the best price quote, PLAYCRAFT SYSTEMS was selected and is also the current playground equipment manufacturer for Cannonball Ridge Park. With staff planning to rehab the playgrounds, P&R will need to purchase the new playground equipment pieces from PLAYCRAFT SYSTEMS. Their quote and design information is attached. Due to the uncertainty with tariffs, staff is only able to receive a quote price guarantee in thirty (30) day increments. The new playground equipment quote from PLAYCRAFT SYSTEMS Manufacturer is for \$104,150.25 and is valid until July 5th, 2025. The additional funds of \$19,749.75 will be used to install the new playground equipment pieces.

Recommendation

Staff seeks City Council approval of the Park Board recommendation on the Cannonball Ridge Park playground equipment purchase and rehab proposal from PLAYCRAFT SYSTEMS in an amount not to exceed \$104,150.25.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
AUTHORIZING THE PURCHASE OF PLAYGROUND EQUIPMENT FROM
PLAYCRAFT SYSTEMS IN AN AMOUNT NOT TO EXCEED \$104,150.25**

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

WHEREAS, the City’s Municipal Code provides that the City may approve contracts for supplies and equipment that have not been competitively bid by a two-thirds affirmative vote of the City Council; and

WHEREAS, the playground equipment located at Cannonball Ridge Park (the “*Park*”) is reaching the end of its useful lifespan; and

WHEREAS, the City’s Parks and Recreation department has determined that the playground equipment at the Park should not be completely replaced but rather should be rehabilitated; and

WHEREAS, rehabilitation of the playground equipment shall consist of replacing items such as slides, railings, stairs, platforms, and other equipment, and updating the playground equipment at the Park to meet American Disability Act standards; and

WHEREAS, the City has \$123,900.00 in the Fiscal Year 2026 budget for the purchase of playground equipment for Park; and

WHEREAS, Playcraft Systems (the “*Supplier*”), the supplier of the Park’s current playground equipment, provided the City with a quote (the “*Quote*”), attached hereto and incorporated herein as *Exhibit A*; and

WHEREAS, the City used OMNIA Partners procurement system to obtain the Quote from the Supplier, and finds the Supplier’s price to be reasonable; and

WHEREAS, pursuant to the provisions of the Quote, the total cost of the playground equipment for Cannonball Ridge Park is \$104,150.25; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the health and safety of the City and its residents to waive the competitive bidding requirement and to authorize and approve the purchase of the playground equipment from the Supplier in accordance with the provisions of the Quote.

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

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

Section 2. The competitive bidding requirement is hereby waived pursuant to the City's Municipal Code, and the City Administrator is authorized and directed to proceed with the purchase of the playground equipment described in *Exhibit A*, from Playcraft Systems, in an amount not to exceed \$104,150.25.

Section 3. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

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

CITY CLERK

| | | | |
|-------------------|-------|--------------|-------|
| KEN KOCH | _____ | DAN TRANSIER | _____ |
| ARDEN JOE PLOCHER | _____ | CRAIG SOLING | _____ |
| CHRIS FUNKHOUSER | _____ | MATT MAREK | _____ |
| RUSTY CORNEILS | _____ | RUSTY HYETT | _____ |

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

MAYOR

Attest:

CITY CLERK

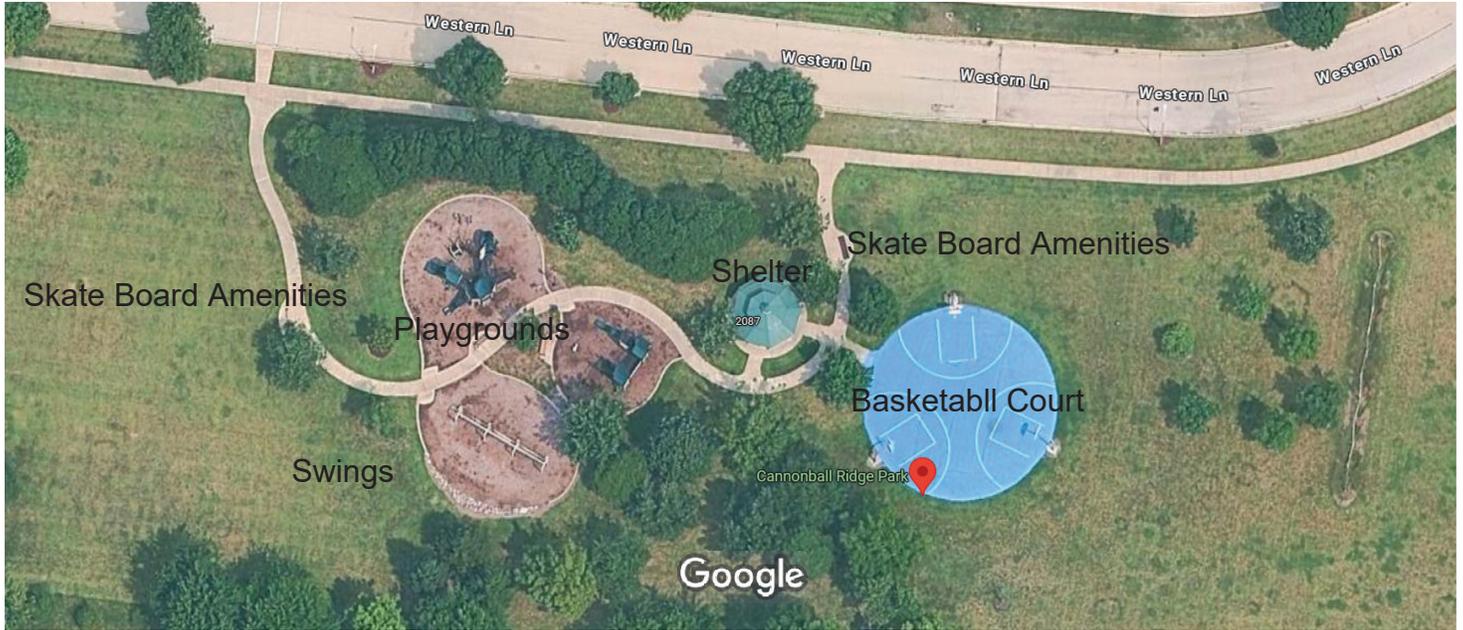
Cannonball Ridge Park



Imagery ©2025 Airbus, Maxar Technologies, Vexcel Imaging US, Inc., Map data ©2025 200 ft



Cannonball Ridge Park



Imagery ©2025 Airbus, Vexcel Imaging US, Inc., Map data ©2025 Google 20 ft

Current Playground



Current Playground



Current Swings



Playground Replacement Schedule

The industry standard for the useful life of a playground is fifteen to twenty years. We are scheduling replacement at twenty years. Yorkville playgrounds are inspected and maintained regularly. Depending on manufacture and parts availability, replacement will be on a case-by-case basis. Three percent has been added for every year to compensate for manufacturing increases and inflation. These costs do not include playground removal and installation. Playgrounds in blue represent playgrounds that were built in-house by the Parks Department.

| Site | Manufacture | Built | Cost | Install Cost | Replacement Date/Cost (Equipment Only) |
|--------------------|---------------------------|-------|--------------|--------------|--|
| Prestwick | Playcraft | 2025 | \$69,365.10 | \$14,400.00 | 2045/\$110k |
| Rice | Playcraft | 2024 | \$90,402.60 | \$13,900.00 | 2044/\$140k |
| Sleezer | Little Tikes | 2024 | \$76,092.06 | \$10,700.00 | 2044/\$121k |
| Kiwanis | Little Tikes | 2024 | \$73,725.87 | \$10,200.00 | 2044/117k |
| Countryside | Little Tikes | 2023 | \$27,265.07 | \$14,200.00 | 2043/\$50k |
| Fox Hill | Miracle | 2022 | \$39078.19 | \$6,500.00 | 2042/\$80k |
| Price | Miracle | 2022 | \$37,613.71 | \$6,500.00 | 2042/\$80k |
| Caledonia | Burke | 2020 | \$75,414 | \$10,700.00 | 2040/\$100k |
| Autumn Creek North | Burke | 2020 | \$54,636.00 | \$10,700.00 | 2040/\$80k |
| Purcell | Burke | 2020 | \$47,666.00 | \$10,800.00 | 2040/\$65k |
| Beecher | Burke | 2021 | \$135,064.00 | \$18,500.00 | 2041/\$150k |
| Windett Ridge | Burke | 2018 | \$45626.00 | ? | 2038/\$78k |
| Riverfront | Burke | 2017 | \$81,815.00 | ? | 2037/\$150k |
| Grande Reserve B | Little Tikes | 2014 | \$39,669.19 | \$12,219.27 | 2034/\$95k |
| Raintree B | Playcraft | 2011 | | | 2031/\$135k |
| Bristol Bay A | L/Structures/Little Tikes | 2010 | | | 2030/\$125k |
| Greens | L/Structures/Playcraft | 2008 | | | 2028\$120k |
| Heartland Circle | Miracle | 2008 | | | 2028/\$128k |
| Cobb | Gametime | 2008 | | | 2028/\$65k |
| Riemenschnider | Little Tikes/Kompan | 2007 | | | 2027/\$125k |
| Bristol Station | Miracle/Playworld | 2007 | | | 2027/\$125k |

| | | | |
|-----------------|----------------------|------|-------------|
| Stepping Stones | Little Tikes | 2007 | 2027/\$100k |
| Hiding Spot | Game Time | 2007 | 2027/\$135k |
| Raintree A | Little Tikes | 2006 | 2026/\$70k |
| Bridge | Landscape Structures | 2006 | 2026/\$70k |
| Sunflower | Playcraft | 2006 | 2026/\$85k |
| Gilbert | Gametime | 2005 | 2025/\$60k |
| Cannonball | Playcraft | 2005 | 2025/\$105k |
| Rotary | Playworld | 2004 | 2024/\$100k |

Park & Recreation Capital (25-225) - Vehicles / Equipment / Park Improvements Summary

| Account Number | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | Totals |
|------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| Description | Projected | Proposed | Projected | Projected | Projected | Projected | |
| 25-225-60-00-6070 | | | | | | | |
| Vehicles | \$ 91,840 | \$ 229,000 | \$ 147,000 | \$ 180,000 | \$ 225,000 | \$ 226,000 | \$ 1,098,840 |
| Pickup Truck | 39,680 | - | 55,000 | 56,000 | - | 60,000 | 210,680 |
| Pickup Truck | 52,160 | 54,000 | 54,000 | 54,000 | - | 60,000 | 274,160 |
| Bucket Truck | - | 175,000 | - | - | - | - | 175,000 |
| Recreation Van | - | - | 38,000 | - | 45,000 | 46,000 | 129,000 |
| Pickup Truck | - | - | - | - | 60,000 | 60,000 | 120,000 |
| Dump Truck | - | - | - | 70,000 | - | - | 70,000 |
| Utility Truck | - | - | - | - | 60,000 | - | 60,000 |
| Utility Truck | - | - | - | - | 60,000 | - | 60,000 |
| 25-225-60-00-6060 | | | | | | | |
| Equipment | \$ 192,010 | \$ 72,000 | \$ 188,000 | \$ 81,000 | \$ 44,000 | \$ 104,000 | \$ 681,010 |
| Mower | 15,520 | 16,000 | 16,000 | 17,000 | 17,000 | 17,000 | 98,520 |
| Boom Sprayer | - | - | 30,000 | - | - | - | 30,000 |
| Skid Steer | 72,440 | - | - | - | - | - | 72,440 |
| Watering Trailer and Tank | 12,650 | - | - | - | - | - | 12,650 |
| Safety Barriers | - | - | - | - | - | - | - |
| Lightening Detectors | 31,200 | - | - | - | - | - | 31,200 |
| Gator | - | - | 20,000 | - | - | - | 20,000 |
| Forrester Attachment | 45,000 | - | - | - | - | - | 45,000 |
| Wing Mower | - | - | 70,000 | - | - | - | 70,000 |
| Fork Truck | - | 30,000 | - | - | - | - | 30,000 |
| Miscellaneous Recreation Equipment | 5,000 | 16,000 | 15,000 | 15,000 | 15,000 | 15,000 | 81,000 |
| Utility Brush Mower | - | - | 10,000 | - | - | - | 10,000 |
| Replace Trash Cans | 10,200 | 10,000 | 10,000 | 12,000 | 12,000 | 12,000 | 66,200 |
| Trailer | - | - | 7,000 | - | - | - | 7,000 |
| Trailer | - | - | 10,000 | - | - | - | 10,000 |
| Paint Sprayer | - | - | - | 20,000 | - | - | 20,000 |
| Mower | - | - | - | 17,000 | - | - | 17,000 |
| John Deere 4500 Tractor | - | - | - | - | - | 60,000 | 60,000 |
| Grand Totals | \$ 283,850 | \$ 301,000 | \$ 335,000 | \$ 261,000 | \$ 269,000 | \$ 330,000 | \$ 1,779,850 |
| Account Number | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | Totals |
| Description | Projected | Proposed | Projected | Projected | Projected | Projected | |
| 25-225-60-00-6010 | | | | | | | |
| Park Improvements | \$ 229,080 | \$ 173,900 | \$ 230,000 | \$ 330,000 | \$ 270,000 | \$ 630,000 | \$ 1,862,980 |
| Playgrounds - Rotary Park | 191,369 | - | 50,000 | - | - | - | 241,369 |
| Playgrounds - Prestwick Park | - | 50,000 | - | - | - | - | 50,000 |
| Riverfront Park Projects | - | - | 50,000 | - | - | - | 50,000 |
| Playground Installation Funds | 37,711 | - | 25,000 | 25,000 | 25,000 | 25,000 | 137,711 |
| Playgrounds - Cannonball Park | - | 123,900 | - | - | - | - | 123,900 |
| Playgrounds - Sunflower Park | - | - | 105,000 | - | - | - | 105,000 |
| Grande Reserve - Park C | - | - | - | 40,000 | - | - | 40,000 |
| Playgrounds - Bridge Park | - | - | - | 90,000 | - | - | 90,000 |
| Playgrounds - Raintree A Park | - | - | - | - | 90,000 | - | 90,000 |
| Playgrounds - Stepping Stones Park | - | - | - | 125,000 | - | - | 125,000 |
| Playgrounds - Bristol Bay Park | - | - | - | 50,000 | - | - | 50,000 |
| Playgrounds - Hiding Spot Park | - | - | - | - | - | 165,000 | 165,000 |
| Playgrounds - Gilbert Park | - | - | - | - | - | 80,000 | 80,000 |
| Playgrounds - Bristol Station Park | - | - | - | - | 155,000 | - | 155,000 |
| Grande Reserve - Park F | - | - | - | - | - | 120,000 | 120,000 |
| Grande Reserve - Park G | - | - | - | - | - | 120,000 | 120,000 |
| Grande Reserve - Park H | - | - | - | - | - | 120,000 | 120,000 |
| Grand Totals | \$ 512,930 | \$ 474,900 | \$ 565,000 | \$ 591,000 | \$ 539,000 | \$ 960,000 | \$ 3,642,830 |



QUOTATION

| | |
|-------------------|----------|
| DATE: | 6/5/2025 |
| QUOTE VALID TILL: | 7/5/2025 |
| QUOTE #: | |
| QUOTE TYPE: | REVISION |
| CUSTOMER #: | 0 |

| | |
|----------------------|---|
| PROJECT NAME | City of Yorkville - Cannonball Ridge Park |
| CUSTOMER NAME | UNITED CITY OF YORKVILLE |
| CONTACT NAME | RYAN HORNER |
| CONTACT PHONE | 630.885.4919 |
| CONTACT EMAIL | rhorner@yorkville.il.us |

| | |
|----------------|--|
| BILL TO | SCOTT SLEEZER |
| | 651 PRAIRIE POINT DRIVE, YORKVILLE, IL 60560 |
| SHIP TO | RYAN HORNER |
| | 185 WOLF STREET, YORKVILLE, IL 60560 |

| CATEGORY | PART NUMBER | DESCRIPTION | COLOR | QTY | RETAIL | CONTRACT | | PAYMENT TERMS |
|-----------|----------------|--|-------|-----|-------------|--------------------|----------|---------------------|
| | | | | | | OMNIA | DISCOUNT | NET 30 |
| | | | | | | SUB TOTAL | | TOTAL |
| STRUCTURE | R50E5FCFC | R5 Custom Play System (5-12 Year Old) | | 1 | \$56,771.00 | \$56,771.00 | 10% | \$51,093.90 |
| STRUCTURE | R5021FCDC | R5 Custom Play System (2-5 Year Old) | | 1 | \$39,588.00 | \$39,588.00 | 10% | \$35,629.20 |
| STRUCTURE | R50EA26AA | Sensory Play Wall (Custom) | | 1 | \$6,954.00 | \$6,954.00 | 10% | \$6,258.60 |
| PARTS | CS-1517-CHAIN | WEB LINK CHAIN W/ HDWR | | 1 | \$536.95 | \$536.95 | 10% | \$483.26 |
| PARTS | CS-PC1302-SIGN | HDPE SIGN INSERT AGES 2-5 W/ HDWR | | 1 | \$242.59 | \$242.59 | 10% | \$218.33 |
| PARTS | CS-7002 | POST CAP DOME R5 W/ HARDWARE | | 16 | \$36.79 | \$588.64 | 10% | \$529.78 |
| PARTS | CS-PC1303-SIGN | HDPE SIGN INSERT AGES 5-12 W/ HDWR | | 1 | \$242.59 | \$242.59 | 10% | \$218.33 |
| CUSTOM | CUSTOMFEE | HOURLY ENGINEERING CUSTOM FEE FOR AGE/SAFETY SIGNS | | 2 | \$155.25 | \$310.50 | 0% | \$310.50 |
| SURCHARGE | SURCHARGE | Material price increase surcharge | | 1 | \$2,908.36 | \$2,908.36 | 0% | \$2,908.36 |
| | | | | | | SUB TOTAL | | \$97,650.25 |
| | | | | | | TAX | | \$0.00 |
| | | | | | | FREIGHT | | \$6,500.00 |
| | | | | | | GRAND TOTAL | | \$104,150.25 |

| |
|--|
| NOTES |
| Credit Card payments for invoices over \$1000 will incur a 3.5% service fee. Wire transactions will require fees to be paid by customer. AMEX is not accepted. |

| | |
|---|-------------|
| I authorize Playcraft Systems LLC to begin production of the order associated with this estimate and agree to the payment terms and overall terms and conditions (pg2). | |
| Signature: | Print Name: |
| Title: | Date: |

PLAYCRAFT SYSTEMS LLC
 123 NORTH VALLEY DR, GRANTS PASS, OR 97526
 P: 541-955-9199 E: SALES@PLAYCRAFTSYSTEMS.COM

TERMS & CONDITIONS

IMPORTANT: PLEASE REVIEW ALL DETAILS OF THIS QUOTE. PLAYCRAFT SYSTEMS IS NOT RESPONSIBLE FOR UNREPORTED ERRORS.

1. Assembly and installation not included unless otherwise noted. Payment and performance bonds are not included unless otherwise stated. Engineered stamped drawings are not included unless otherwise stated. If required, additional charges will apply. Customer responsible for quoted quantities and model numbers. Price reflects quoted quantity. Taxes may not be displayed on the quote, but will be billed where required by law.
2. Payment terms are stated on the quote. By signing the quote you are agreeing to the stated payment terms and authorizing Playcraft Systems LLC to move forward with the production of the equipment. New customers may be required to submit a credit application or payment with the order. Construction liens and notices may be issued. All past due accounts are subject to 1.5% monthly finance charge. Any cancellation after purchase authorization will be subject to a 30% restocking fee based upon purchased price.
3. Shipping estimate is based upon trucks costs at the time of the quote and may be adjusted at time of order.
4. Unloading of the equipment is the customer's responsibility unless otherwise noted on the quote. Shipment arrives by common carrier. Liftgates will not be included unless noted on the quote. Equipment will be palletized and some pallets may require machinery to unload. Delivery drivers will not assist the unload process. Customer is responsible for receiving and checking quantities and condition at time of delivery. All damaged equipment or shortages of equipment must be noted at time of delivery.
5. Installation does not include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted on the quote. Demo of existing equipment or safety surfacing is not included unless otherwise noted on the quote. Installation and site work pricing is based upon normal soil conditions, which would allow an auger or a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation additional fees may apply. It is the customer's responsibility to call and mark all underground utilities before construction begins on the site. Any delay of installation for this may result in additional fees.
6. Site work is not included in this quote unless otherwise noted. Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving. Customer is responsible for ground preparation. Before installation can begin the site must be excavated accordingly, clear of debris and compacted. Concrete pads/sidewalks are not included unless otherwise noted on the quote. Surface mount anchors are not included unless noted on the quote.
7. The overall security of the site is the customer's responsibility. Temporary fencing around the site is recommended. We are not responsible for vandalism or injuries even with the provision of the fencing.
8. Play equipment must be installed over an impact absorbing surface. Surfacing is not provided unless noted on the quote. ADA compliancy to the site is the customer's responsibility unless noted on the quote.
9. Prevailing wages are not included unless otherwise noted. All prevailing wage projects must be noted before quoted. If prevailing wages are included, special work fees are not included. Additional labor charges may apply if alternate labor is required.

| | |
|---|--------------------|
| I hereby agree to the terms and conditions listed above. | |
| <i>Signature:</i> | <i>Print Name:</i> |
| <i>Title:</i> | <i>Date:</i> |



NOTE: MEASUREMENTS ARE BASED OFF OF GOOGLE EARTH AND NEED TO BE VERIFIED.

NEW LEFT CURVE SLIDE
 *WILL NOT FIT CURRENT USE ZONE. CUSTOMER TO MODIFY EXISTING CONCRETE CURB TO FIT OR SIGN WAIVER ACKNOWLEDGING SLIDE DOES NOT HAVE PROPER USE ZONE PER ASTM CPSC GUIDELINES.

NEW RIGHT CURVE SLIDE
 *WILL NOT FIT CURRENT USE ZONE. CUSTOMER TO MODIFY EXISTING CONCRETE CURB TO FIT OR SIGN WAIVER ACKNOWLEDGING SLIDE DOES NOT HAVE PROPER USE ZONE PER ASTM CPSC GUIDELINES.

5-12 PLAY STRUCTURE MODIFICATIONS:

- KEEP ALL EXISTING POSTS EXCEPT (3) POSTS AT CURRENT CRAWL TUBE & OVERHEAD LADDER
- REMOVE CRAWL TUBE (BY CUSTOMER)
- REMOVE OVERHEAD LADDER (BY CUSTOMER)
- KEEP STEEL WALL NEAR TUBE SLIDE
- KEEP (2) ENTRY GATES FOR WEBLINK CLIMBER
- NEW NET FOR WEBLINK CLIMBER
- (3) NEW TALL POSTS FOR ORBIT WHEEL & GYRO SPINNER
- REMOVE (2) ROOFS (BY CUSTOMER)

2-5 PLAY STRUCTURE MODIFICATIONS:

- KEEP ALL EXISTING POSTS
- KEEP PARTIAL ENCLOSURES AT TRANSFER STATION
- REMOVE OVERHEAD LADDER (BY CUSTOMER)
- REMOVE SPRING TOY (BY CUSTOMER)
- REMOVE (2) ROOFS (BY CUSTOMER)

NEW RIGHT CURVE SLIDE
 *WILL NOT FIT CURRENT USE ZONE. CUSTOMER TO MODIFY EXISTING CONCRETE CURB TO FIT OR SIGN WAIVER ACKNOWLEDGING SLIDE DOES NOT HAVE PROPER USE ZONE PER ASTM CPSC GUIDELINES.

CUSTOMER NOTE:

- THIS IS A CONCEPTUAL DESIGN AND SHOULD NOT BE CONSIDERED A CONSTRUCTION DOCUMENT AND IS INTENDED ONLY TO BE A GUIDE FOR PLACEMENT. NO INVESTIGATION WAS MADE FOR SUB-SURFACE CONDITIONS RELATED TO UTILITIES OR PERCOLATION/DRAINAGE OF WATER, OR OTHER ISSUES REQUIRED BY CUSTOMER OR GOVERNMENT ENTITY.
- THE DESIGN WAS PREPARED WITHOUT ANY SURVEYS OR ENGINEERING DOCUMENTS AND ASSUMES AREA FOR EQUIPMENT SLOPE 2% OR LESS. CUSTOMERS ACCEPT ALL RESPONSIBILITY FOR THE IMPLEMENTATION OF THE DESIGN. THIS DESIGN IS COPYRIGHTED MATERIAL AND MAY NOT BE USED WITHOUT WRITTEN CONSENT OF SPACES FOR PLAY, INC.
- YOUR SCHOOL MAY BE REQUIRED TO GET APPROVAL OR PERMITS FOR THE FOLLOWING: CHILD CARE LICENSING, LOCAL CITY OR GOVERNMENT ENTITY, LAND ORD, OR HOA ORGANIZATIONS IF APPLICABLE, TO INSTALL THE ABOVE PRODUCTS AT YOUR SCHOOL.
- PERMITS MAY ALSO BE REQUIRED FOR SHADE STRUCTURES, SPECIFIC GROUND COVERING, OR PERMANENTLY INSTALLED PRODUCTS, WHICH COULD RESULT IN ADDITIONAL COSTS.
- SPACES FOR PLAY WILL NOT BE RESPONSIBLE FOR MEETING STATE OR LOCAL ADA ACCESSIBLE INTERNATIONAL OR LOCAL BUILDING AND FACILITIES CODES. APPROVAL OF SFP DESIGN SHOULD BE STAMPED AND APPROVED BY A LOCAL ARCHITECT IF REQUIRED PRIOR TO SFP PROJECT FINAL SALE.



Spaces For Play

Sara L. Kreiss
 Founder - MA, CPSI, NPFS
 Playground Design/BUILD
 sara@spacesforplay.com 708-404-7272

Revisions Made:

| Date: | By: |
|---------|-----|
| 3-11-25 | CK |
| 5-6-25 | CK |
| | |
| | |

| | | | | | | | |
|-----------|---|-------|--------|--------|-----------|-----------|----|
| Design: | Sara Kreiss | Date: | 5/6/25 | Scale: | 1/8" = 1' | Frontier: | |
| Filename: | Design - City of Yorkville - Cannonball Ridge Park (5-6-25).dwg | Date: | | Scale: | | Drawn By: | CK |

Must have written consent from Spaces For Play, Inc. to use this plan. Copyright © 2025 Spaces For Play, Inc.

YORKVILLE - CANNONBALL RIDGE PARK
 2087 NORTHLAND LANE
 YORKVILLE, IL 60560
 2-5 & 5-12 YEAR OLD PLAYGROUND DESIGN

CITY OF YORKVILLE - CANNONBALL RIDGE PARK

TOP VIEW

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------------|------------|-----------------|--------|-------|
| 12 | 9/6 | 0/0 | 4/4 | 3/3 |
| CHILD CAPACITY | 121 | MAX FALL HEIGHT | 102 | |

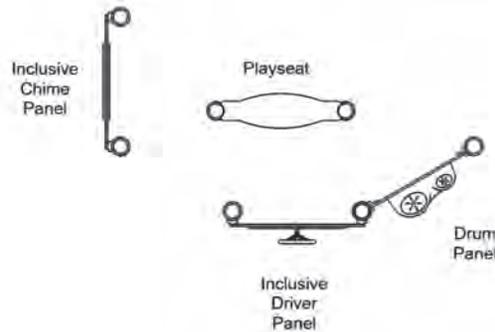
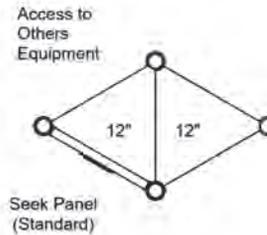
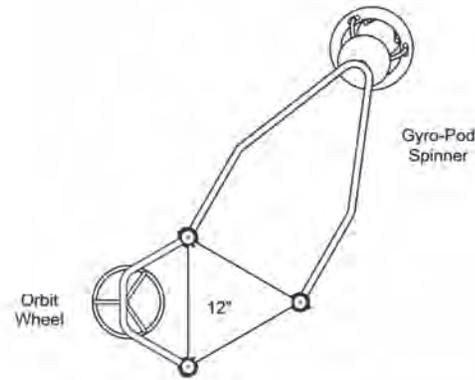
R5

FOR KIDS
AGES
5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE # R50E5FCFC
PROJECT # SFP25D446EC
DATE 4/28/2025

Spaces For Play

MIN. USE ZONE 42' x 45' (12.597m x 13.586m)



CITY OF YORKVILLE - CANNONBALL RIDGE PARK

TOP VIEW

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|--------------------|------------|---------------------|--------|-------|
| 12 | 9/6 | 0/0 | 4/4 | 3/3 |
| CHILD CAPACITY 121 | | MAX FALL HEIGHT 102 | | |

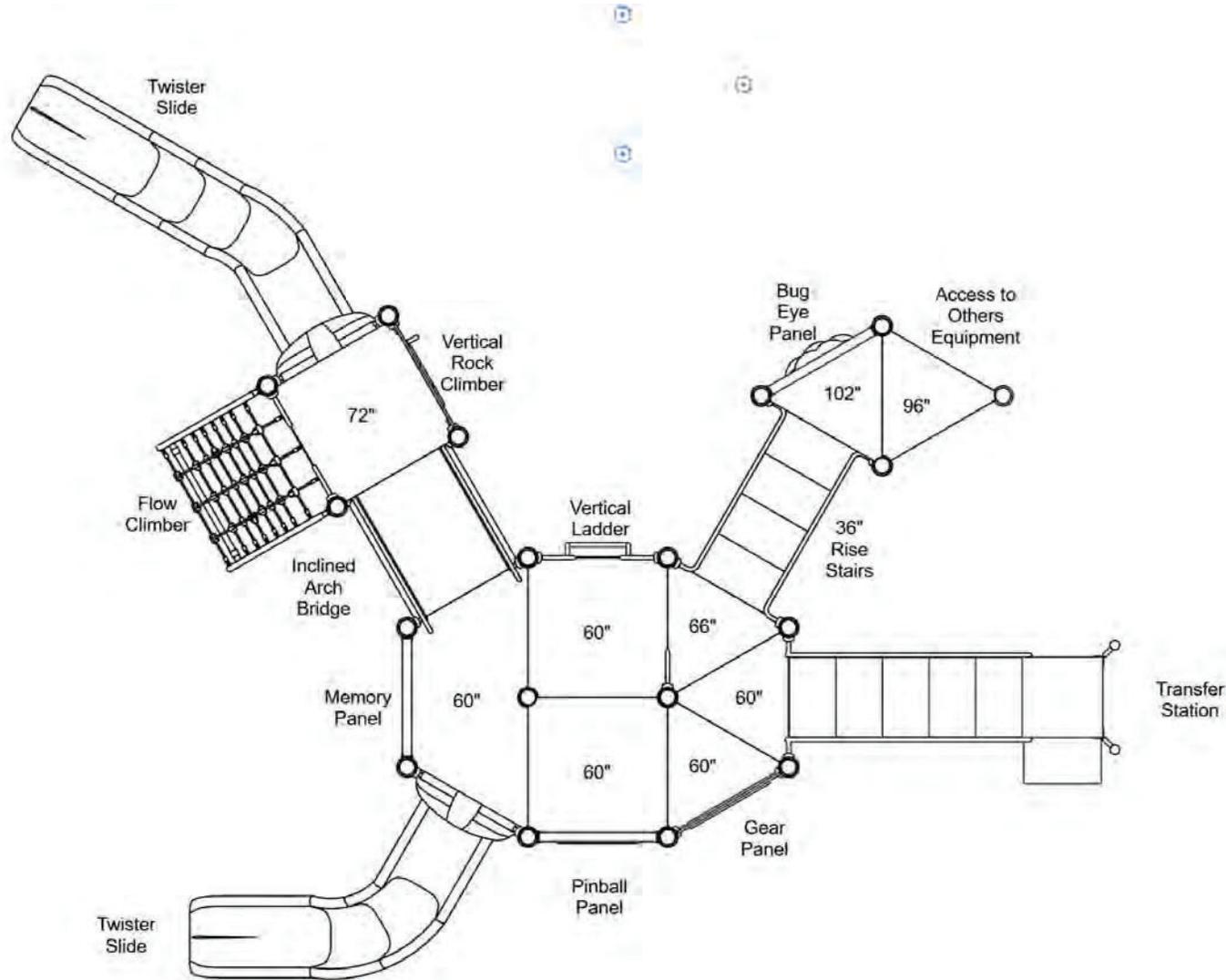
R5

FOR KIDS
AGES
5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE # R50E5FCFC
PROJECT # SFP25D446EC
DATE 4/28/2025

Spaces For Play

MIN. USE ZONE 42' x 45' (12.597m x 13.586m)



CITY OF YORKVILLE - CANNONBALL RIDGE PARK

TOP VIEW

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------------|------------|-----------------|--------|-------|
| 7 | 7/4 | 0/0 | 2/2 | 2/2 |
| CHILD CAPACITY | 72 | MAX FALL HEIGHT | 72 | |

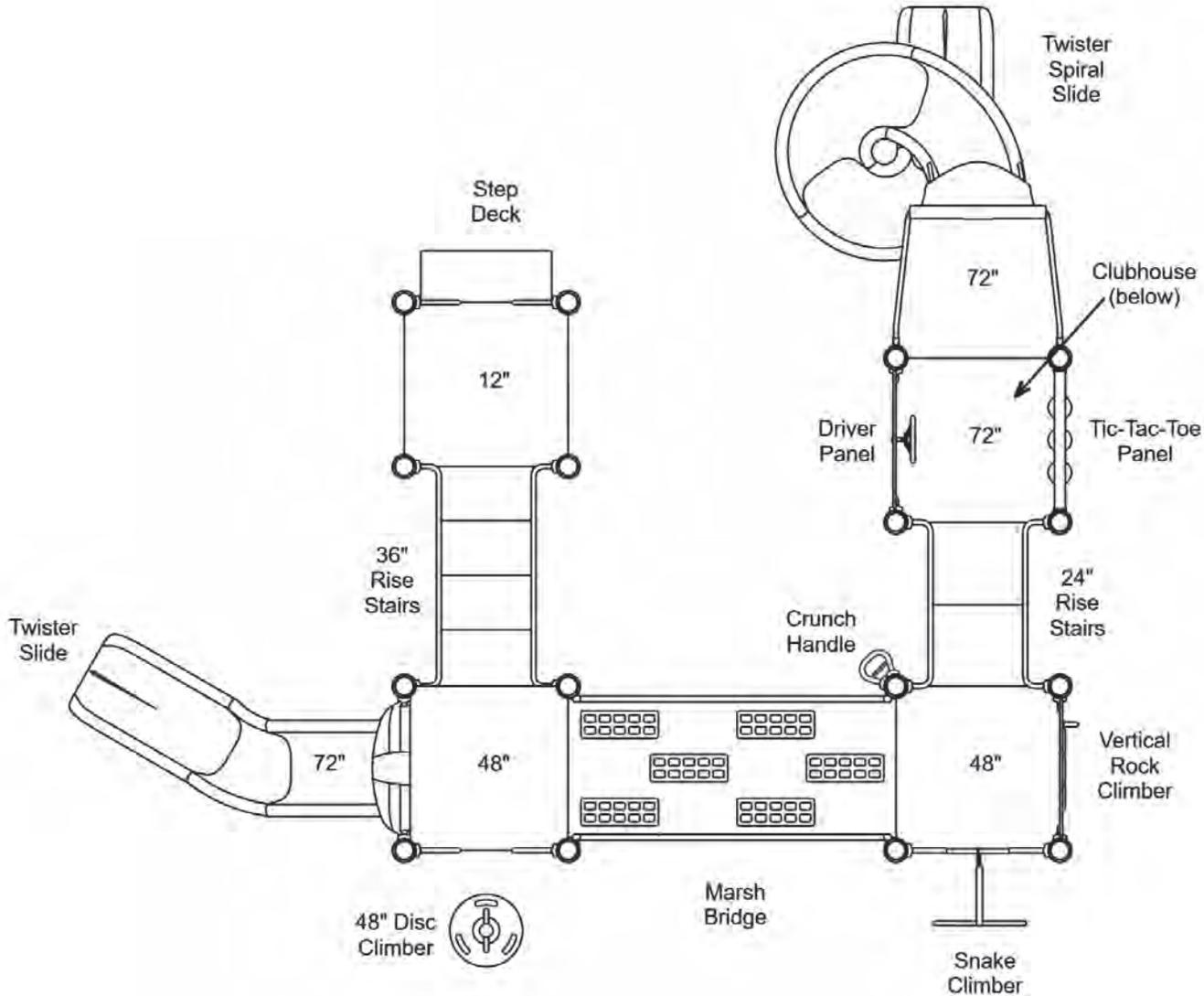
R5

FOR KIDS
AGES
2-5

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE # R5021FCDC
PROJECT # SFP25D446EC
DATE 4/28/2025

Spaces For Play

MIN. USE ZONE 36' x 34' (10.701m x 10.344m)



CITY OF YORKVILLE - CANNONBALL RIDGE PARK

TOP VIEW

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------------|------------|-----------------|--------|-------|
| 0 | 0/0 | 0/0 | 6/0 | 3/0 |
| CHILD CAPACITY | 5 | MAX FALL HEIGHT | 0 | |



Sensory Play Wall
Custom



GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

STRUCTURE # R50EA26AA
PROJECT # SFP25D446EC
DATE 4/28/2025

Spaces For Play
MIN. USE ZONE 0' x 0' (0m x 0m)



CITY OF YORKVILLE - CANNONBALL RIDGE PARK

TOP VIEW (Footings)

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

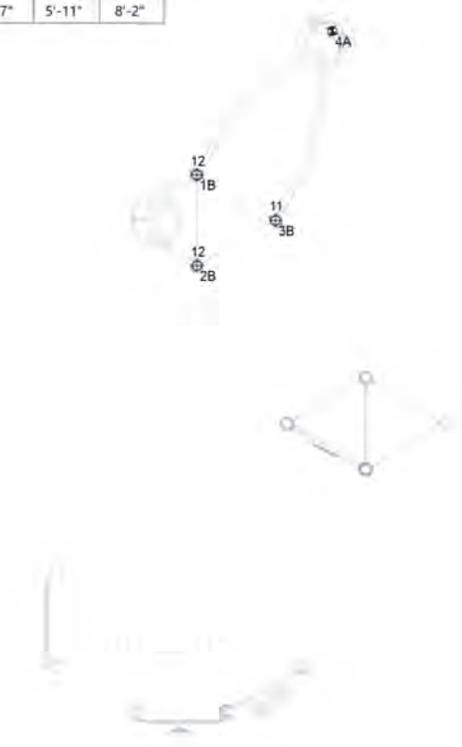
| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------------|------------|-----------------|--------|-------|
| 12 | 9/6 | 0/0 | 4/4 | 3/3 |
| CHILD CAPACITY | 121 | MAX FALL HEIGHT | 102 | |

R5

FOR KIDS
AGES
5-12

| MOUNT LOCATIONS TABLE | | | |
|-----------------------|-------------|-----------------------|-----------|
| # | TYPE | SIZE/DEPTH | LOCATIONS |
| A | EF18 | W:18" x L:18" x D:30" | 1 |
| B | POSTFOOTING | W:18" x L:18" x D:30" | 3 |

| MOUNT ORDINATE TABLE | | | |
|----------------------|-------|---------|-------|
| # | X | Y | DIAG |
| 1 | 0'-0" | 0'-0" | 0'-0" |
| 2 | 0'-0" | -3'-9" | 3'-9" |
| 3 | 3'-3" | -1'-10" | 3'-9" |
| 4 | 5'-7" | 5'-11" | 8'-2" |



STRUCTURE # R50E5FCFC
PROJECT # SFP25D446EC
DATE 4/28/2025

Spaces For Play

MIN. USE ZONE 42' x 45' (12.597m x 13.586m)



CITY OF YORKVILLE - CANNONBALL RIDGE PARK

TOP VIEW (Footings)

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

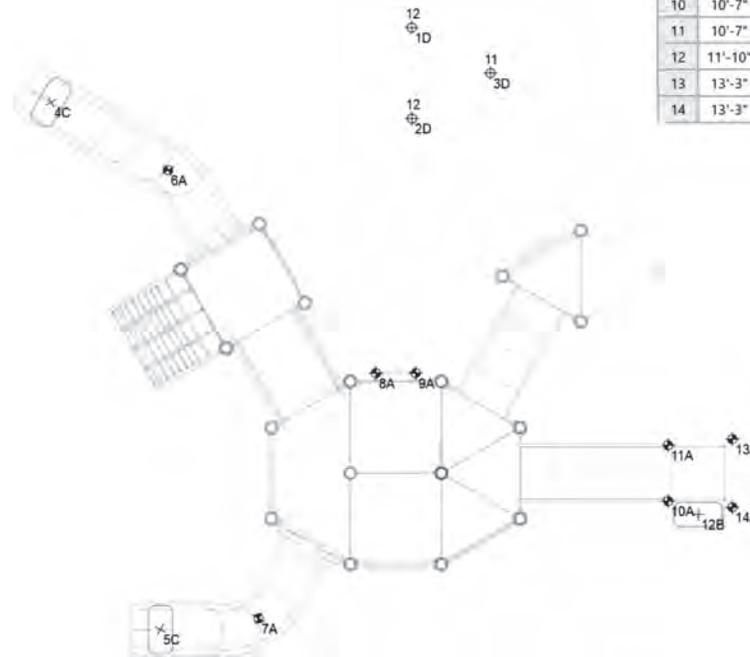
| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------------|------------|-----------------|--------|-------|
| 12 | 9/6 | 0/0 | 4/4 | 3/3 |
| CHILD CAPACITY | 121 | MAX FALL HEIGHT | 102 | |

R5

FOR KIDS
AGES
5-12

| MOUNT LOCATIONS TABLE | | | |
|-----------------------|-------------|-------------------------|-----------|
| # | TYPE | SIZE/DEPTH | LOCATIONS |
| A | EF12 | W:12" x L:12" x D:18" | 8 |
| B | EFO | W:12" x L:24" x D:21.5" | 1 |
| C | EFO | W:12" x L:24" x D:25" | 2 |
| D | POSTFOOTING | W:18" x L:18" x D:30" | 3 |

| MOUNT ORDINATE TABLE | | | |
|----------------------|----------|----------|---------|
| # | X | Y | DIAG |
| 1 | 0'-0" | 0'-0" | 0'-0" |
| 2 | 0'-0" | -3'-9" | 3'-9" |
| 3 | 3'-3" | -1'-10" | 3'-9" |
| 4 | -14'-10" | -3'-1" | 15'-2" |
| 5 | -10'-4" | -24'-9" | 26'-10" |
| 6 | -10'-1" | -5'-10" | 11'-8" |
| 7 | -6'-4" | -24'-4" | 25'-1" |
| 8 | -1'-6" | -14'-3" | 14'-4" |
| 9 | 0'-2" | -14'-3" | 14'-3" |
| 10 | 10'-7" | -19'-6" | 22'-2" |
| 11 | 10'-7" | -17'-2" | 20'-2" |
| 12 | 11'-10" | -20'-0" | 23'-3" |
| 13 | 13'-3" | -16'-11" | 21'-6" |
| 14 | 13'-3" | -19'-9" | 23'-9" |



STRUCTURE # R50E5FCFC
PROJECT # SFP25D446EC
DATE 4/28/2025

Spaces For Play

MIN. USE ZONE 42' x 45' (12.597m x 13.586m)



CITY OF YORKVILLE - CANNONBALL RIDGE PARK

TOP VIEW (Footings)

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

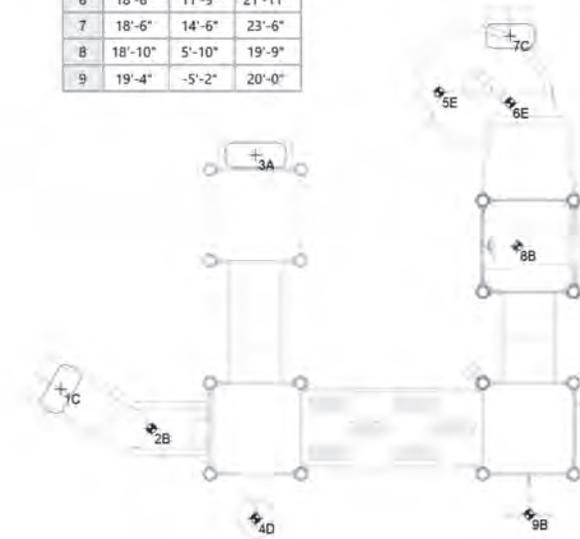
| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------------|------------|-----------------|--------|-------|
| 7 | 7/4 | 0/0 | 2/2 | 2/2 |
| CHILD CAPACITY | 72 | MAX FALL HEIGHT | 72 | |

R5

FOR KIDS
AGES
2-5

| MOUNT LOCATIONS TABLE | | | |
|-----------------------|------|-------------------------|-----------|
| # | TYPE | SIZE/DEPTH | LOCATIONS |
| A | EFO | W:12" x L:30" x D:15.5" | 1 |
| B | EF12 | W:12" x L:12" x D:18" | 3 |
| C | EFO | W:12" x L:24" x D:25" | 2 |
| D | EF24 | W:24" x L:24" x D:36" | 1 |
| E | EF18 | W:18" x L:18" x D:30" | 2 |

| MOUNT ORDINATE TABLE | | | |
|----------------------|---------|--------|---------|
| # | X | Y | DIAG |
| 1 | 0'-0" | 0'-0" | 0'-0" |
| 2 | 3'-9" | -1'-8" | 4'-1" |
| 3 | 8'-0" | 9'-7" | 12'-6" |
| 4 | 8'-0" | -5'-4" | 9'-8" |
| 5 | 15'-7" | 12'-3" | 19'-10" |
| 6 | 18'-6" | 11'-9" | 21'-11" |
| 7 | 18'-6" | 14'-6" | 23'-6" |
| 8 | 18'-10" | 5'-10" | 19'-9" |
| 9 | 19'-4" | -5'-2" | 20'-0" |



STRUCTURE # R5021FCDC
PROJECT # SFP25D446EC
DATE 4/28/2025

Spaces For Play

MIN. USE ZONE 36' x 34' (10.701m x 10.344m)



CITY OF YORKVILLE - CANNONBALL RIDGE PARK

TOP VIEW (Footings)

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------------|------------|-----------------|--------|-------|
| 0 | 0/0 | 0/0 | 6/0 | 3/0 |
| CHILD CAPACITY | 5 | MAX FALL HEIGHT | 0 | |

R5

FOR KIDS
AGES
5-12

| MOUNT LOCATIONS TABLE | | | |
|-----------------------|-------------|-----------------------|-----------|
| # | TYPE | SIZE/DEPTH | LOCATIONS |
| A | EF12 | W:12" x L:12" x D:18" | 2 |
| B | POSTFOOTING | W:18" x L:18" x D:30" | 2 |

| MOUNT ORDINATE TABLE | | | |
|----------------------|--------|-------|--------|
| # | X | Y | DIAG |
| 1 | 0'-0" | 0'-0" | 0'-0" |
| 2 | 12'-0" | 0'-0" | 12'-0" |
| 3 | 4'-2" | 0'-0" | 4'-2" |
| 4 | 7'-10" | 0'-0" | 7'-10" |



STRUCTURE # R50EA26AA
PROJECT # SFP25D446EC
DATE 4/28/2025

Spaces For Play

MIN. USE ZONE 0' x 0' (0m x 0m)



CITY OF YORKVILLE - CANNONBALL RIDGE PARK

SITE PLAN

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------|------------|-----------------|--------|-------|
| 19 | 16/10 | 0/0 | 12/6 | 4/3 |

R5

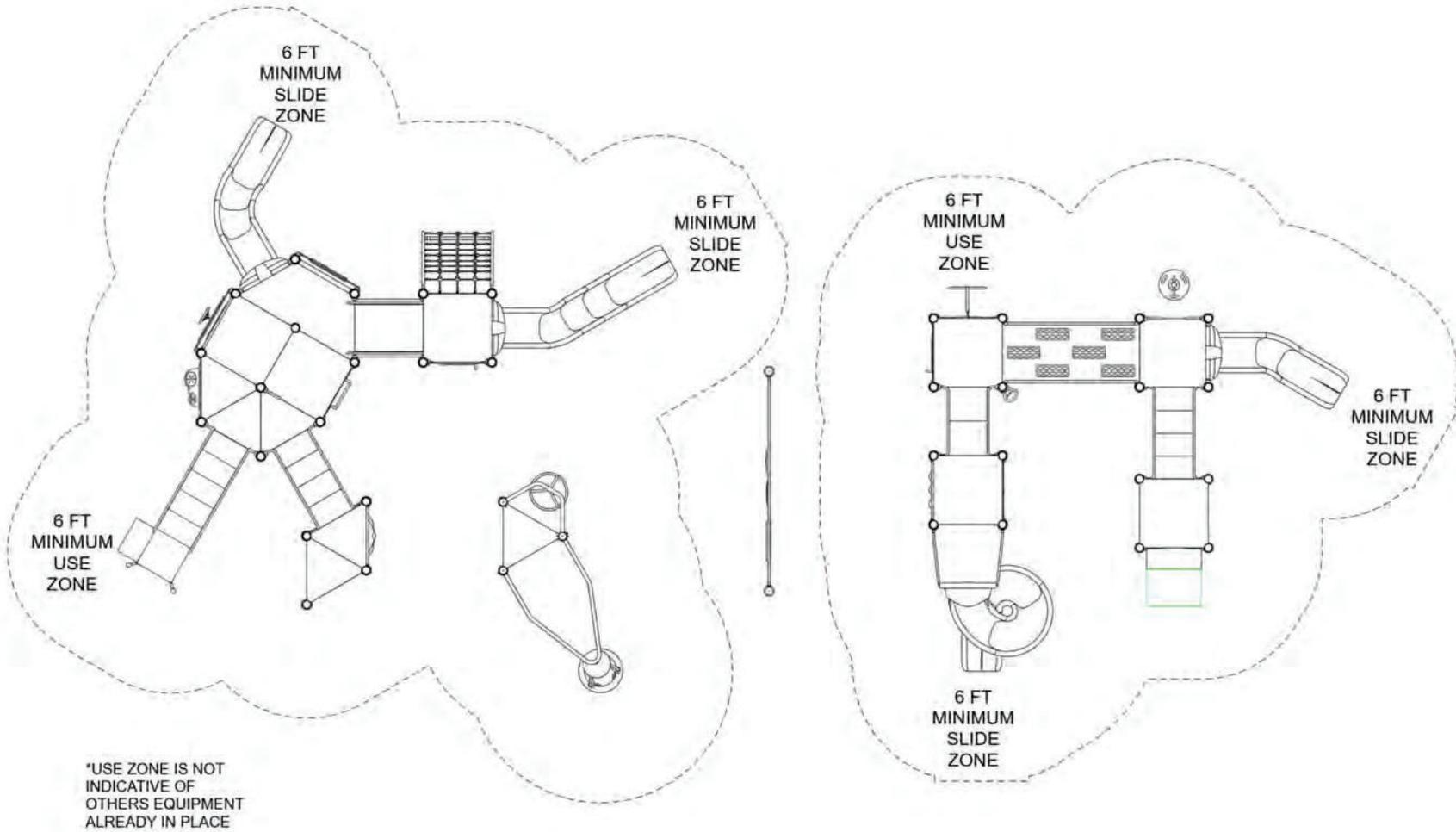
FOR KIDS
AGES
[Mixed]

GENERAL NOTES

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT # SFP25D446EC
DATE 4/28/2025

Spaces For Play
MIN. USE ZONE 0' x 0' (0m x 0m)



CITY OF YORKVILLE - CANNONBALL RIDGE PARK

SITE PLAN (FOOTINGS)

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

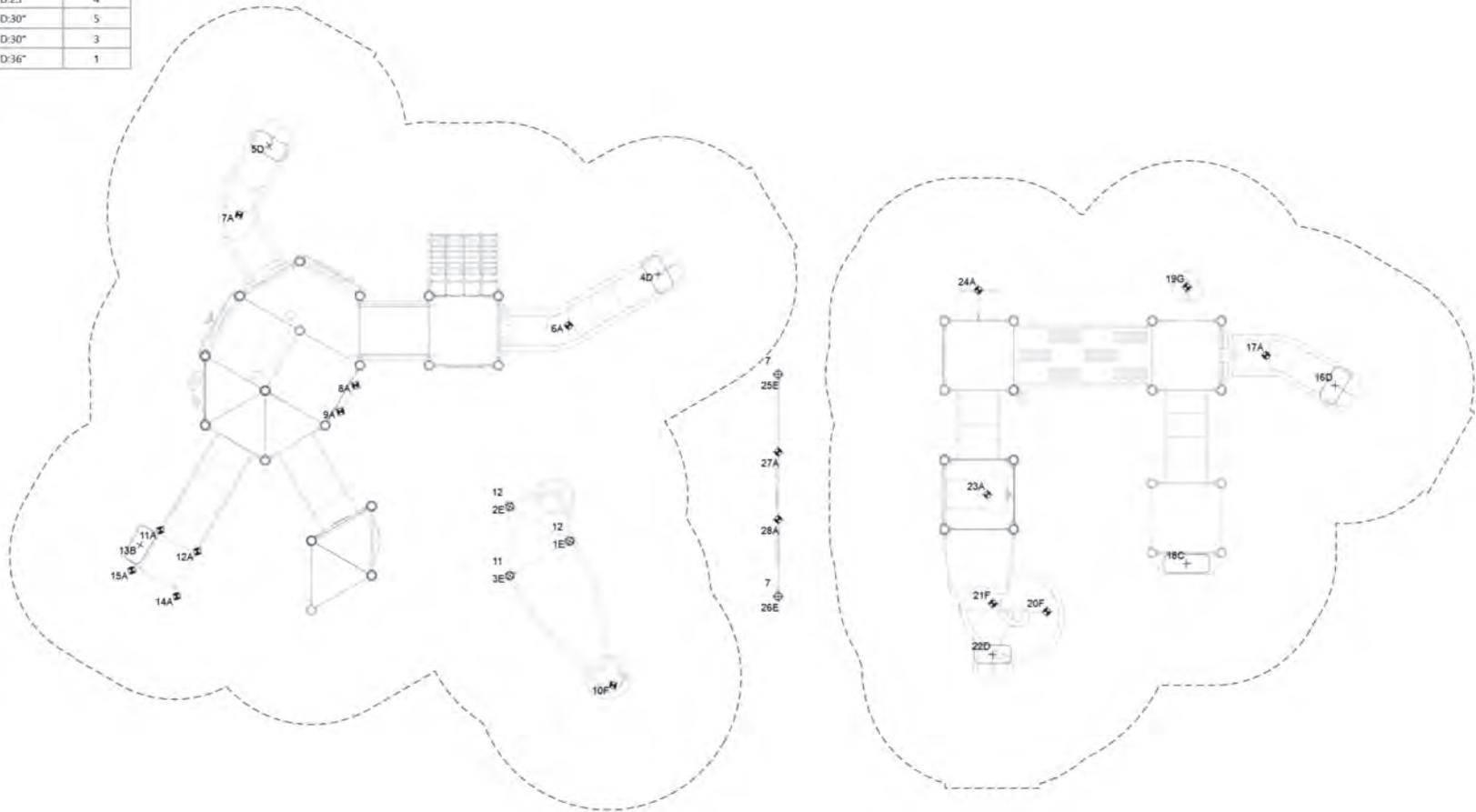
| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------|------------|-----------------|--------|-------|
| 19 | 16/10 | 0/0 | 12/6 | 4/3 |

R5

FOR KIDS
AGES
[Mixed]

| MOUNT LOCATIONS TABLE | | | |
|-----------------------|-------------|-------------------------|-----------|
| # | TYPE | SIZE/DEPTH | LOCATIONS |
| A | EF12 | W:12" x L:12" x D:18" | 13 |
| B | EFO | W:12" x L:24" x D:21.5" | 1 |
| C | EFO | W:12" x L:30" x D:15.5" | 1 |
| D | EFO | W:12" x L:24" x D:25" | 4 |
| E | PostFooting | W:18" x L:18" x D:30" | 5 |
| F | EF18 | W:18" x L:18" x D:30" | 3 |
| G | EF24 | W:24" x L:24" x D:36" | 1 |

| MOUNT ORDNATE TABLE | | | |
|---------------------|---------|---------|---------|
| # | X | Y | DIAG |
| 1 | 0'-0" | 0'-0" | 0'-0" |
| 2 | 3'-3" | -1'-10" | 3'-9" |
| 3 | 3'-3" | -1'-11" | 3'-9" |
| 4 | 4'-9" | -14'-5" | 15'-2" |
| 5 | 16'-3" | -21'-4" | 26'-10" |
| 6 | 0'-1" | -11'-7" | 11'-7" |
| 7 | 17'-11" | -17'-7" | 25'-1" |
| 8 | 11'-7" | -8'-4" | 14'-3" |
| 9 | 12'-5" | -6'-11" | 14'-3" |
| 10 | 2'-4" | -7'-10" | 8'-2" |
| 11 | 22'-2" | -0'-7" | 22'-2" |
| 12 | 20'-2" | -0'-7" | 20'-2" |
| 13 | 23'-3" | -0'-3" | 23'-3" |
| 14 | 21'-3" | -3'-0" | 21'-6" |
| 15 | 23'-8" | -1'-7" | 23'-9" |
| 16 | 41'-5" | -8'-4" | 42'-3" |
| 17 | 37'-8" | -10'-0" | 39'-0" |
| 18 | 33'-5" | -1'-3" | 33'-5" |
| 19 | 33'-5" | -13'-8" | 36'-1" |
| 20 | 25'-10" | -3'-10" | 26'-1" |
| 21 | 22'-11" | -3'-5" | 23'-2" |
| 22 | 22'-11" | -6'-2" | 23'-9" |
| 23 | 22'-7" | -2'-6" | 22'-9" |
| 24 | 22'-2" | -13'-6" | 25'-11" |
| 25 | 11'-4" | -9'-0" | 14'-6" |
| 26 | 11'-4" | -3'-0" | 11'-9" |
| 27 | 11'-4" | -4'-10" | 12'-4" |
| 28 | 11'-4" | -1'-2" | 11'-5" |



PROJECT # SFP25D446EC
DATE 4/28/2025

Spaces For Play
MIN. USE ZONE 0' x 0' (0m x 0m)

CITY OF YORKVILLE - CANNONBALL RIDGE PARK
SW VIEW

R5
FOR KIDS
AGES
5-12



STRUCTURE # R50E5FCFC
PROJECT # SFP25D446EC
DATE 4/28/2025

CITY OF YORKVILLE - CANNONBALL RIDGE PARK
NE VIEW

R5

FOR KIDS
AGES
5-12



STRUCTURE # R50E5FCFC
PROJECT # SFP25D446EC
DATE 4/28/2025



CITY OF YORKVILLE - CANNONBALL RIDGE PARK
SW VIEW

R5
FOR KIDS
AGES
2-5



STRUCTURE # R5021FCDC
PROJECT # SFP25D446EC
DATE 4/28/2025

CITY OF YORKVILLE - CANNONBALL RIDGE PARK
NE VIEW

R5
FOR KIDS
AGES
2-5



STRUCTURE # R5021FCDC
PROJECT # SFP25D446EC
DATE 4/28/2025

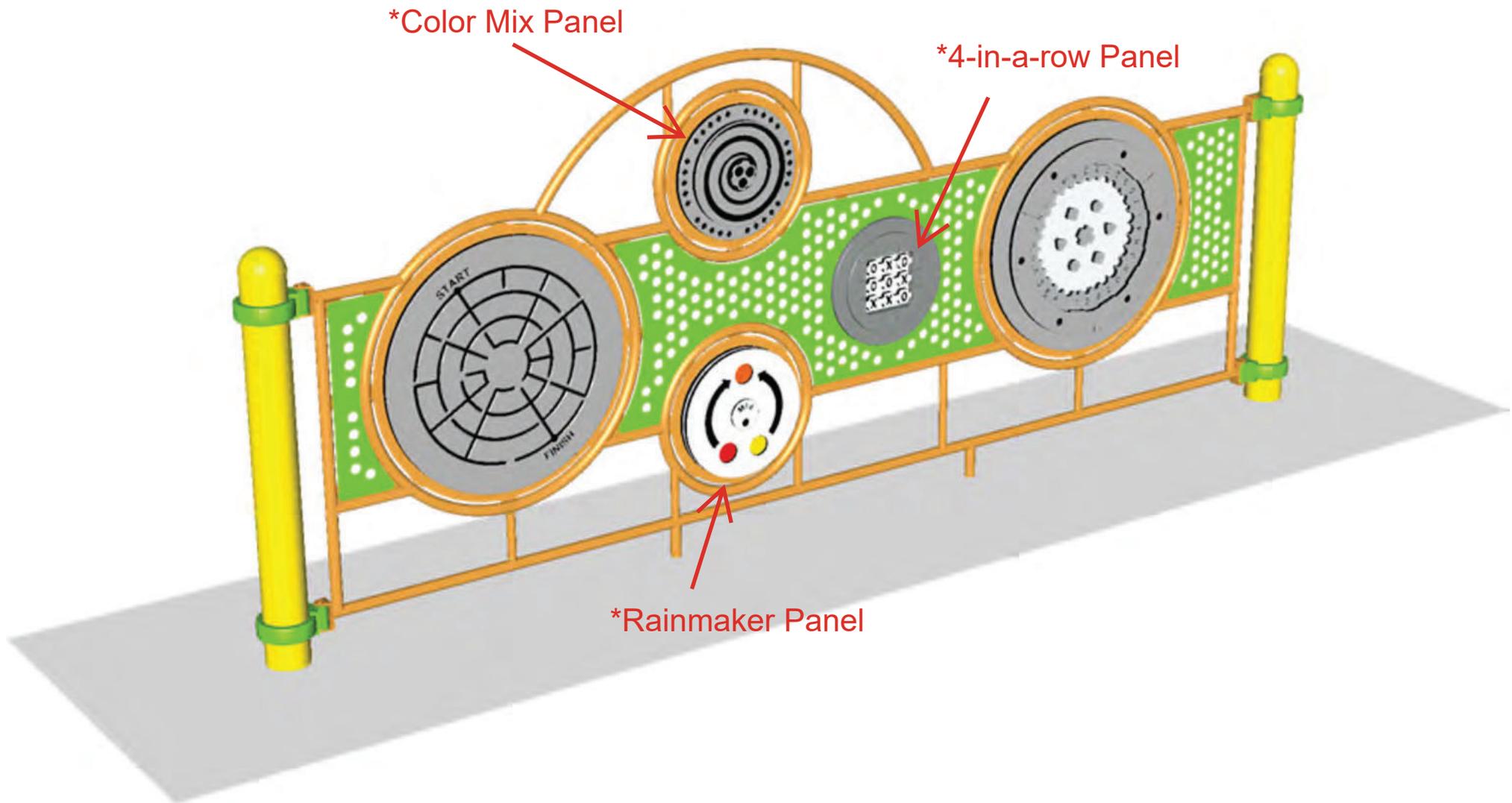
CITY OF YORKVILLE - CANNONBALL RIDGE PARK

SW VIEW

*Custom Panels
to be swapped

R5

FOR KIDS
AGES
5-12



STRUCTURE # R50EA26AA
PROJECT # SFP25D446EC
DATE 4/28/2025

CITY OF YORKVILLE - CANNONBALL RIDGE PARK
NE VIEW

R5

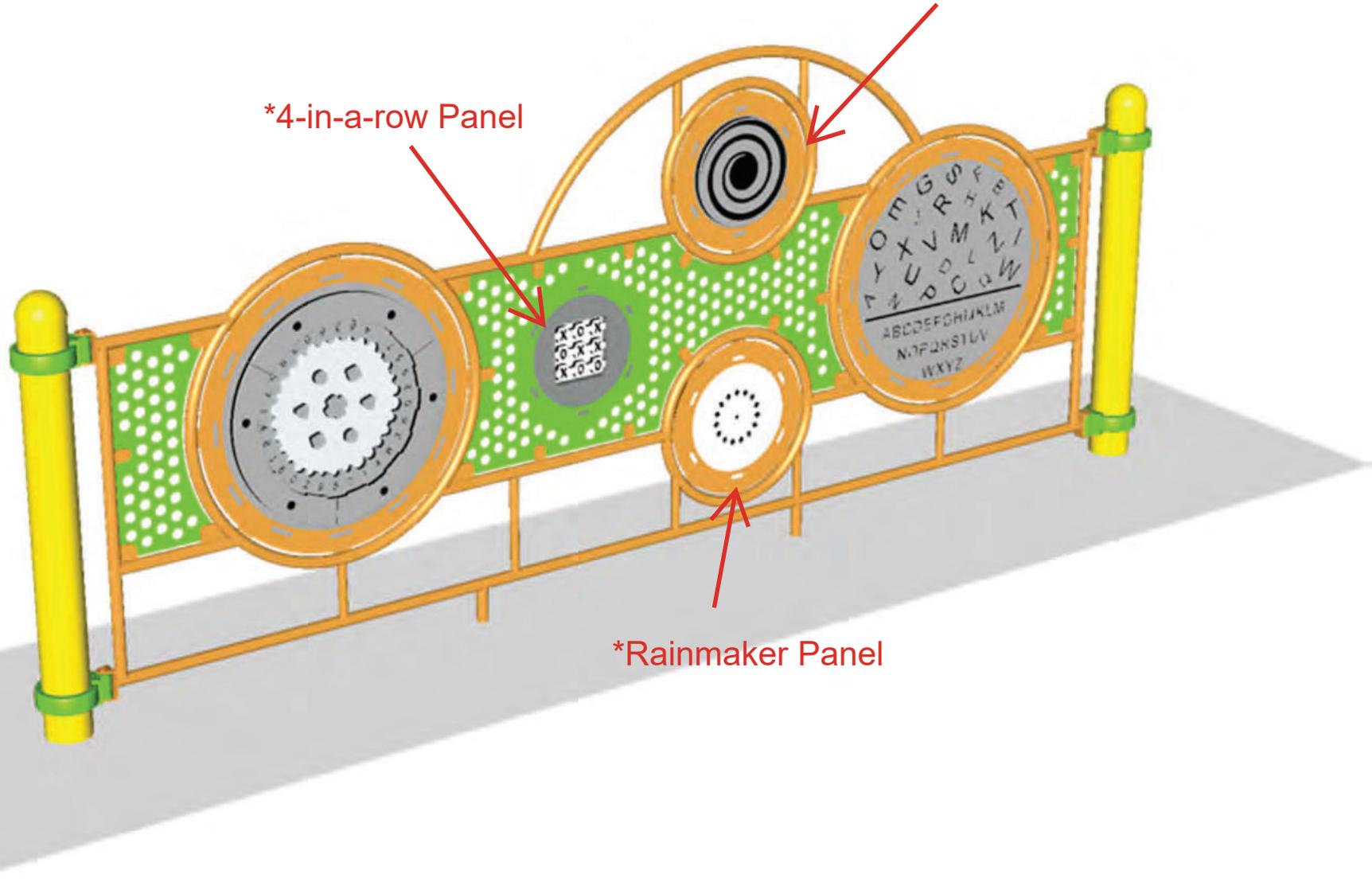
FOR KIDS
AGES
5-12

*Custom Panels
to be swapped

*Color Mix Panel

*4-in-a-row Panel

*Rainmaker Panel



STRUCTURE # R50EA26AA
PROJECT # SFP25D446EC
DATE 4/28/2025

CITY OF YORKVILLE - CANNONBALL RIDGE PARK

Project # SFP25D446EC

Date 4/28/2025

| Item / Part Number | Description | Qty |
|---------------------------|----------------------------------|------------|
| [R50E5FCFC] | | |
| HS-1004-R | Collars | 79 |
| GF-7002 | Dome Cap, R5 | 3 |
| S-1011-R5-11ft | Post, 11ft R5 | 1 |
| S-1012-R5-12ft | Post, 12ft R5 | 2 |
| S-1101-R5 | Square Deck | 3 |
| S-1102-R5 | Tri-Deck | 8 |
| S-1103-R5 | Hex Deck, Half (5 Post) | 1 |
| S-1206-36R5 | ADA Stairs, 36in Rise w/ Walls | 1 |
| S-1209-48-R5 | Transfer Station, 60in-L (W) | 1 |
| S-1210-60 | Climber, Vertical Ladder 54-60in | 1 |
| S-1237-6R5 | Climber, Vertical Rock 66-72in | 1 |
| S-1261-R5F | Climber, Flow | 1 |
| S-1303-TW-R5 | Twister Entry Panel w/ Hood | 2 |
| S-1309-2-R5 | Half Walls (Pair) R5 | 2 |
| S-1309-R5 | Half Walls (Single, Right) | 1 |
| S-1514-45R5 | Bridge, Inclined Arch (45in) | 1 |
| S-1608-R5 | Memory Panel | 1 |
| S-1618-R5 | Seek Panel (Standard) | 1 |
| S-1628-R5 | Inclusive Panel, Driver | 1 |
| S-1631-R5 | Pinball Panel | 1 |
| S-1632-R5 | Bug Eye Panel | 1 |
| S-1644-R5 | Gear Panel | 1 |
| S-1658-R5G | Drum Panel | 1 |
| S-1687-R5 | Inclusive Panel, Chime | 1 |
| S-1710-5-RR | Slide, Twister 60in (R2) | 1 |
| S-1710-6-LSS | Slide, Twister 72in (L-S2) | 1 |
| S-1945-R5 | Orbit Wheel | 1 |
| S-1962-R5 | Playseat | 1 |
| S-1974-R5 | Gyro-Pod Spinner | 1 |
| [R5021FCDC] | | |
| HS-1004-R | Collars | 50 |
| S-1101-R5 | Square Deck | 4 |
| S-1202-R5 | Step Deck, 12in | 1 |
| S-1206-24R45 | ADA Stairs, 24in Rise w/ Walls | 1 |
| S-1206-36R5 | ADA Stairs, 36in Rise w/ Walls | 1 |
| S-1222-4R | Climber, Snake 42-48in | 1 |

CITY OF YORKVILLE - CANNONBALL RIDGE

| Item / Part Number | Description | Qty |
|---------------------------|--------------------------------|------------|
| S-1233-4-HW | Climber, Disc 42-48in (w/ HW) | 1 |
| S-1237-4R5 | Climber, Vertical Rock 42-48in | 1 |
| S-1303-TW-R5 | Twister Entry Panel w/ Hood | 1 |
| S-1309-2-R5 | Half Walls (Pair) R5 | 1 |
| S-1310-R5 | Transition Wall | 1 |
| S-1519-90R5 | Bridge, Marsh (90in) | 1 |
| S-1616-R5 | Tic-Tac-Toe Panel | 1 |
| S-1625-R5 | Driver Panel | 1 |
| S-1639-R5 | Clubhouse | 1 |
| S-1706-S6L-R5 | Slide, Twister Spiral 72in (L) | 1 |
| S-1710-4-R | Slide, Twister 48in (R) | 1 |
| S-1937-R5 | Crunch Handle | 1 |
| R50EA26AA | | |
| HS-1004-R | Collars | 4 |
| GF-7002 | Dome Cap, R5 | 2 |
| S-1007-R5-07ft | Post, 07ft R5 | 2 |
| S-1981-SWC | Sensory Play Wall (Cognitive) | 1 |

2nd Color Option



3rd Color Option





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

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2025-05

Agenda Item Summary Memo

Title: Data Center Development Standards (Text Amendment)

Meeting and Date: City Council – June 24, 2025

Synopsis: Proposed a text amendment to establish specific regulations for data center developments.

Council Action Previously Taken:

Date of Action: CC – 6/10/25 Action Taken: This agenda item was tabled to 6/24/25.

Item Number: PZC 2025-05

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Sara Mendez Community Development
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Sara Mendez, Planner I
CC: Bart Olson, City Administrator
Krysti Barksdale-Noble, Community Development Director
David Hansen, Senior Planner
Date: June 3, 2025
Subject: **PZC 2025-05** Data Center Development Standards – Text Amendment

UPDATE

The following item was placed on the May and the June Economic Development Committee (EDC) meeting agendas for discussion. However, both EDC meetings had a lack of quorum, and the item could not be discussed. Due to the unique circumstances, the Zoning Administrator has determined that the following item should be placed on the City Council agenda for discussion and consideration. Although abnormal, the City's Unified Development Ordinance gives the Zoning Administrator discretion over the text amendment process, which includes the item's meeting schedule. Ultimately, the City Council has the authority to consider the item or require the item to go back to the Economic Development Committee to provide any suggestions prior to City Council consideration.

Additionally, the City's sound engineering consultant, Soundscape Engineering, provided updated language for the proposed data center standards in Section 10-4-10. Energy Industrial Standards. These additional comments provide detailed updates that establish clear expectations for noise control throughout the life of a data center project. This additional language strengthens the City's regulatory oversight by requiring real-world noise data, specific mitigation measures, and long-term monitoring, all aimed at ensuring compliance with the City's noise ordinance and minimizing impacts on surrounding properties.

Summary

A request to amend Section 10-4-10. Energy Industrial Use Standards in the Unified Development Ordinance regarding data center facilities. The proposed amendments would introduce development regulations petitioners would be required to follow.

Planning & Zoning Action

In consideration of testimony presented during a Public Hearing on May 14, 2025 and discussions conducted at that meeting, the Planning and Zoning Commission recommends approval to the City Council of a request to amend Section 10-4-10, Energy Industrial Use Standards, of the Unified Development Ordinance to establish development regulations for data center facilities, as presented in a staff memorandum dated May 7, 2025.

Action:

Linnane – aye, Green – aye, Williams – aye, Crouch – aye, Vinyard – aye, Forristall – aye.

6 ayes; 0 nays

Attachments

1. Draft Approving Ordinance
2. Planning and Zoning Commission Memo
3. Proposed Amendments to Section 10-4-10 Energy Industrial Use Standards
4. Ordinance 2023-30

5. Updated Language for Noise Study Regulations provided by Soundscape Engineering, dated 06.02.25
6. Public Hearing Notice Affidavit

Ordinance No. 2025-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN AMENDMENT TO THE YORKVILLE UNIFIED DEVELOPMENT ORDINANCE REGARDING ENERGY INDUSTRIAL USES

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

WHEREAS, pursuant to Section 10-8-11 of the United City of Yorkville Unified Development Ordinance (“UDO”) the City may initiate amendments to the Zoning Ordinance; and

WHEREAS, the City filed a request seeking an amendment to the UDO to establish standards for Energy Industrial Uses; and

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on May 14, 2025 to consider the request and forward a recommendation to the City Council to approve the requested text amendment.

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

Section 1. That the above recitals are hereby incorporated and made a part of this Ordinance.

Section 2. That Section 10-4-10. Energy Use Standards of the United City of Yorkville Unified Development Ordinance is hereby repealed in its entirety and replaced with the following:

10-4-10. Energy Industrial Uses

A. Landscape Buffer – when adjacent to non-manufacturing zoned land use

1. In addition to Section 10-5-3 the following requirements apply:
 - a. Minimum of 100 foot-landscape buffer when adjacent to non-manufacturing zoned land use (i.e. residential, commercial, school, public institutional, etc.).
 - b. The buffer area shall be dedicated exclusively to dense landscaping, including trees and shrubs, and shall not be used for stormwater detention, roadways, walking trails, surface parking, or similar improvements.
 - c. Required 8-foot-tall berms when adjacent to residential subdivisions.

B. Landscape Buffer – when adjacent to roads

1. Minimum of a 100-foot landscape buffer along any public roadway .

- a. Landscape buffer shall be consistent with Transition Zone D in Section 10-5-3.F.
- b. The buffer area shall be dedicated exclusively to dense landscaping, including trees and shrubs, and shall not be used for stormwater detention, roadways, walking trails, surface parking, or similar improvements.

C. Building Separation

1. Minimum of a 500-foot building separation from the nearest data center building or structure (primary or accessory) to the nearest residential or commercial structure.

D. Maximum Height

1. Maximum height for data centers within 1,500 feet of a residential structure shall be 70 feet including rooftop mechanical equipment.
 - a. The use of rooftop mounted HVAC or other mechanical units shall require the approval of City Council.

E. Noise Study and Noise Mitigation

1. All applications for data centers shall provide an initial noise study at Planned Unit Development (PUD) review and a final noise study at permitting review, which will be subject to review by the City's sound engineering consultant.
2. The initial noise study must include the following:
 - a. A pre-construction noise study shall include baseline noise measurements of the current environment and predictive modeling in phased and at full buildout to ensure the facility's design will meet local noise limits as detailed in Title 4, Chapter 4 of Yorkville's Code of Ordinances.
 - b. For the initial study, noise source data for the cooling equipment can be based on generic or manufacturer-provided data. The purpose of the initial study is to refine the site layout and cooling scheme as needed to meet the ordinance.
3. For the final noise study, noise source data for the cooling equipment shall be based on actual sound level measurements of the specific equipment planned for the project, made in accordance with nationally recognized standards, not on interpolated, extrapolated, or otherwise calculated sound levels.
4. Data center developers must include a mitigation plan in their final noise study to ensure that operational noise does not exceed the local noise limits detailed in Yorkville's Code of Ordinances, which includes the penalty for tonal equipment.
5. All major mechanical equipment (i.e generators, chillers, HVAC units) shall be fully enclosed or screened by solid barriers. If rooftop mechanical equipment is approved, they shall be enclosed in penthouses with sound dampening construction or screened with acoustic barriers as needed to meet the City noise ordinance.
 - a. Whenever possible, backup generators and condensers shall be placed on the side of the building(s) or the facility, that is farthest from residential structures.
6. The Applicant must provide a noise impact assessment report for review by the City. The report must describe how the assessment was performed, list the specific noise-generating equipment associated with operation of the Data Center Campus and On-site Substation, describe any noise control approaches and equipment that will be included in the project design, and confirm that the City's noise ordinance will be met.

7. An annual noise monitoring will be conducted by the City's sound engineering consultant for 3 years after construction completion to verify ongoing noise compliance. Alternatively, continuous noise monitoring devices shall be installed at the onset of construction and reports provided to the City throughout the life of the development to help verify ongoing noise ordinance compliance.

F. Operational Testing

1. Operational testing of emergency backup generators shall be limited to between the hours of 11am to 5pm on weekdays only, non-holidays.

G. Nuclear Energy

1. Data centers are strictly prohibited from using, generating, storing, or deploying nuclear energy as a power source within the City. This includes, but is not limited to, nuclear reactors, small modular reactors (SMRs), or any other nuclear-based energy.

H. Phasing Plan

1. Implement a phased construction plan that minimizes impacts on residential structures by prioritizing initial development at the farthest distance from existing residential structures.

I. Fencing

1. Fencing shall be security style aluminum, steel, wrought iron, or similar materials.
2. Chain-link or barbed wire fencing is prohibited along public facing edges and properties adjacent to residential land uses.

J. Lighting and Photometric

1. Lighting and photometric plans must be submitted at the time of application and adhere to Section 10-5-7 Outside Lighting.

K. Traffic Management Plan

1. A Traffic Management Plan shall be required during construction, including a communication strategy and an on-site point of contact during construction.

L. Battery Storage

1. Battery storage systems shall be located a minimum of 50 feet away from any adjacent structure and must be readily accessible by Bristol Kendal Fire Protection District (BKFD) for firefighting efforts.

M. Emergency Operations Plan

1. Emergency Operations Plan (EOP) shall be submitted and approved by the City and the Bristol Kendal Fire Protection District (BKFD) prior to issuance of a building permit and must include:
 - a. Procedures for fire suppression, hazardous material spills, evacuation, and communication in case of an incident.
 - b. The location of any battery storage systems.
 - c. Training sessions/drills and or walkthroughs with fire and police shall be required prior to occupancy permit.
 - d. Designated contacts for emergency services and a plan to broadcast information if an incident could affect the public.
 - e. Must work with KenCom emergency managers to be part of text or siren alert systems.

N. Building Code Enhanced Standards

1. Installing advanced early fire detection in server rooms, using fire-resistive construction beyond code minimums on walls facing neighborhoods, or providing additional hazardous material safeguards.
2. Compliance with National Fire Protection Association 855.

O. Appearance Standards

1. Appearance standards shall comply with the requirements outlined in Section 10-5-8.4.

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

[Remainder of page intentionally left blank. Roll call vote follows.]

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

CITY CLERK



Memorandum

To: Planning and Zoning Commission
 From: Sara Mendez, Planner I
 CC: Bart Olson, City Administrator
 Krysti Barksdale-Noble, Community Development Director
 Lynn Dubajic, Economic Development Consultant
 Date: May 7, 2025
 Subject: **PZC 2025-05** Data Center Development Standards – Text Amendment

Summary

A request to amend Section 10-4-10. Energy Industrial Use Standards in the Unified Development Ordinance regarding data center facilities. The proposed amendments would introduce development regulations petitioners would be required to follow.

Need for Data Center Development Standards:

Over the past year, the City has been approached by multiple data center developers and speculative petitioners, highlighting the increasing interest in this sector. Additionally, there has been a rise in speculative zoning applications for data centers without a confirmed end user. Currently, there are ~3,000 acres of land in pivotal locations near the ComEd transmission station off of Eldamain Road that could support data center development. However, the City does not have specific regulations regarding intensive “Energy Industrial Uses” such as data center developments. To ensure responsible growth and maintain high development standards, it is crucial for the City to establish clear data center regulations that developers must follow.

Research on Municipalities/Counties with Data Center Specified Regulations:

As data center development continues to grow exponentially, many zoning ordinances across the United States do not yet explicitly address development standards for these uses. However, some municipalities are proactively updating their zoning regulations to accommodate the increasing demand.

Loudoun County, Virginia—known as “Data Center Alley”—has the highest concentration of data centers in the world, with approximately 200 existing facilities and 117 more in development. To manage this rapid growth, on February 6, 2024, the Loudoun County Board of Supervisors directed staff to initiate a Comprehensive Plan Amendment (CPAM) and a Zoning Ordinance Amendment (ZOAM) to update policies and standards for data centers and electrical substations.

The table below outlines various data center development standards implemented in Loudoun County. While Yorkville is not looking to adopt Loudoun County’s standards exactly, it aims to implement similar best practices tailored to the City’s specific needs. Notably, Loudoun County’s regulations do not include specific setbacks for commercial, public institutional, or school uses, which Yorkville intends to incorporate into its approach.

| Type of Standard | Standard for Loudoun County, Virginia |
|---|---|
| <p style="text-align: center;">Landscape</p> | <p>The plant unit composition requirements apply exclusively to buffer or road corridor buffer areas. The specifications are as follows:</p> <ul style="list-style-type: none"> • Large Deciduous Trees: Up to 30% of the required plant units. • Small Deciduous Trees: Up to 30% of the |

| | |
|--|---|
| | <p>required plant units.</p> <ul style="list-style-type: none"> • Evergreen Trees: A minimum of 40% and a maximum of 70% of the required plant units, with trees being at least 8 feet tall when planted. • Shrubs, Ornamental Grasses, and Perennials: Up to 20% of the required plant units. |
| Minimum Building/Structure Setback | 200 feet from the shared property line of a residential area only. |
| Building separation from data center structure to residential | No regulation in place. |
| Maximum Building Height | <p>The maximum building height for data centers is determined by the zoning district. The following are the zoning districts data centers are permitted in and their maximum building height:</p> <ol style="list-style-type: none"> 1. Industrial Park (IP): 100 feet 2. General Industry (GI): 100 feet 3. Mineral Resource – Heavy Industry (MR-HI): 45 feet |
| Noise study | A noise study is required. |
| Generator Noise Testing Hours | <p>When adjacent to residential areas:</p> <ol style="list-style-type: none"> 1. May 1st – September 30th 5pm-7pm 2. October 1st – April 30th 11am-5pm |
| Light and Glare | <p>Data centers must include a photometric plan that shows all exterior lighting, including all security lighting.</p> <p>Maximum Illumination: lighting must not cause illumination in excess of 0.25 foot-candles above background light levels measured at the lot line of any adjacent lot or road right-of-way</p> |
| Nuclear Energy | Possibly considering due to the high demand of data centers in Virginia. |
| Specific Buffer and Berm Requirements | <p>Buffer Type C is required with the specified plantings and located on an earthen berm that has a minimum height of 6 feet and a grade lower than 2:1.</p> <p>Buffer Type C: Opaque, intended to provide the greatest degree of screening feasible and minimize visual contact between uses, creating a strong impression of total separation.</p> |

Prince William County, Virginia, is also a rapidly growing hub for data centers. As of February 2024, the county had at least 44 data center buildings totaling 8.3 million square feet. To encourage development in areas with existing infrastructure capable of supporting data centers, the county established the Data Center Opportunity Zone Overlay District.

In Prince William County, data centers are permitted by right within the overlay district, as well as in various office, industrial, and manufacturing zoning districts. The table below outlines the standards established for the Data Center Opportunity Zone Overlay District:

| Type of Standard | Standard for Prince William County, Virginia |
|--|---|
| Screening of Mechanical Equipment | Mechanical equipment must be screened from major roads and residential properties using a building, existing vegetation, or a visually solid fence, wall, or panel. |
| Buffer Yard Requirement | <p>A buffer yard is required between data centers and adjacent residential properties.</p> <p>A six-foot earthen berm with Type C plantings must be installed unless existing topography, vegetation, or a six-foot solid fence provides equivalent screening.</p> <p>Type C: Designed to provide maximum screening, minimizing visual exposure between uses and creating a clear sense of separation.</p> |
| Fencing | <p>Chain-link and barbed wire fencing are prohibited along public and private streets.</p> <p>Permitted fencing includes Stalwart IS Anti-Ram Barrier & Impasse II, a high-security steel system with an integrated crash-rated barrier.</p> |
| Floor Area Ratio (FAR) Increase | Data centers within the Data Center Opportunity Zone Overlay District may have a FAR up to 1.0, provided all other development standards are met. |
| Substations | Must be screened from major roads and residential areas with 10-foot opaque fencing. |
| Building Facades Near Historic District | Buildings visible from the Manassas Battlefield Park must have non-reflective, dark green or brown facades to blend into the tree line. |

Chandler, Arizona has seen significant data center development, with notable facilities including H5 Data Centers’ Phoenix Data Center and Digital Realty’s Chandler Data Center. In December 2022, the City of Chandler modified its zoning code to define the location and operation of data centers. The zoning code took effect in January 2023. The table below outlines the standards established in Chandler’s Zoning Code to address data centers:

Type of Standard

Standard for Chandler, Arizona

| | |
|---|---|
| <p>Restriction on Data Center Operations</p> | <p>Data Centers are not permitted to operate unless explicitly approved as part of a Planned Area Development zoning district.</p> <p>Data centers that are ancillary to another primary use are permitted if:</p> <ol style="list-style-type: none">1. They occupy no more than 10% of the building footprint2. They serve the enterprise function of the on-site property owner and are not used to lease data storage or processing services to third parties3. They are not housed in a separate, stand-alone structure on the parcel |
| <p>Notification to Residents</p> | <p>The data center operator or property owner must notify all residents and homeowners' associations within a 0.5-mile radius of the property about their intent to build and operate a data center. This notice must be mailed to all postal addresses and homeowners' association addresses within the specified radius from the property line of the proposed data center site.</p> |
| <p>Neighborhood Meetings</p> | <p>Data center operator must schedule and attend 2 neighborhood meetings with residents to describe the project and the proposed sound-mitigation aspects of the project design.</p> <p>Notice of the neighborhood meetings must be mailed to all residents and homeowner associations within a 0.5-mile radius of the parcel.</p> <p>A representative of the developer or owner with decision-making authority on the design of the data center must attend the neighborhood meetings.</p> <p>Data center operator or property owner must also post a sign on the subject property, at least 15 days before each neighborhood meeting. The sign must be located along an arterial street or other high-visibility location</p> <p>The sign must include the following:</p> <ol style="list-style-type: none">1. The applicant's name and contact information2. Brief description of the data center project3. Date, time, and location of the neighborhood meeting |

| | |
|--|--|
| <p>Neighborhood Liaison Requirement</p> | <p>After issuance of a certificate of occupancy and commencement of the operation of the data center, the operator of a data center must provide an on-site neighborhood liaison between the hours of 8am and 10pm MST each day to respond to complaints about noise emanating from the data center.</p> |
| <p>Pre-Development Sound Study Requirement</p> | <p>Before the first neighborhood meeting, the property owner proposing a data center must conduct a sound study by a third-party acoustic engineer to document baseline noise levels, including measurements at the property line of the nearest residentially zoned or noise-sensitive property.</p> <p>The property owner must provide a copy of the results of the study to the City of Chandler before the 1st neighborhood meeting.</p> |
| <p>Post-Construction Noise Monitoring Requirements</p> | <p>After receiving either a certificate of occupancy or a certificate of completion, the data center operator must conduct a noise study by a third-party acoustical engineer to document noise levels at the property line of the nearest residentially zoned or planned property during peak operation of the data center's mechanical equipment.</p> <p>Data center operator must conduct an additional noise study annually during peak operation of the data center mechanical equipment for 5 years after completion of the initial post-construction noise study.</p> <p>Data center operator must provide the results of the noise study to the City of Chandler within 30 days of the anniversary date on which the certificate of occupancy or certificate of completion was issued by the City.</p> |
| <p>Backup Power Generator Notification Requirements</p> | <p>If data center operator intends to use backup power generator, the operator must maintain a public website announcing the times when the generators will be in operation.</p> <p>Any routine operation of the backup generators, including for testing purposes, must be announced on the website 24 hours in advance.</p> <p>The operator must also notify the City of Chandler Communications and Public Affairs Department at least 24 hours in advance.</p> <p>Backup generators may operate between the hours of</p> |

9am and 5pm, Monday – Friday, excluding holidays.

Data center operator must provide the address of the website where the notices required.

Approved & Proposed Data Centers

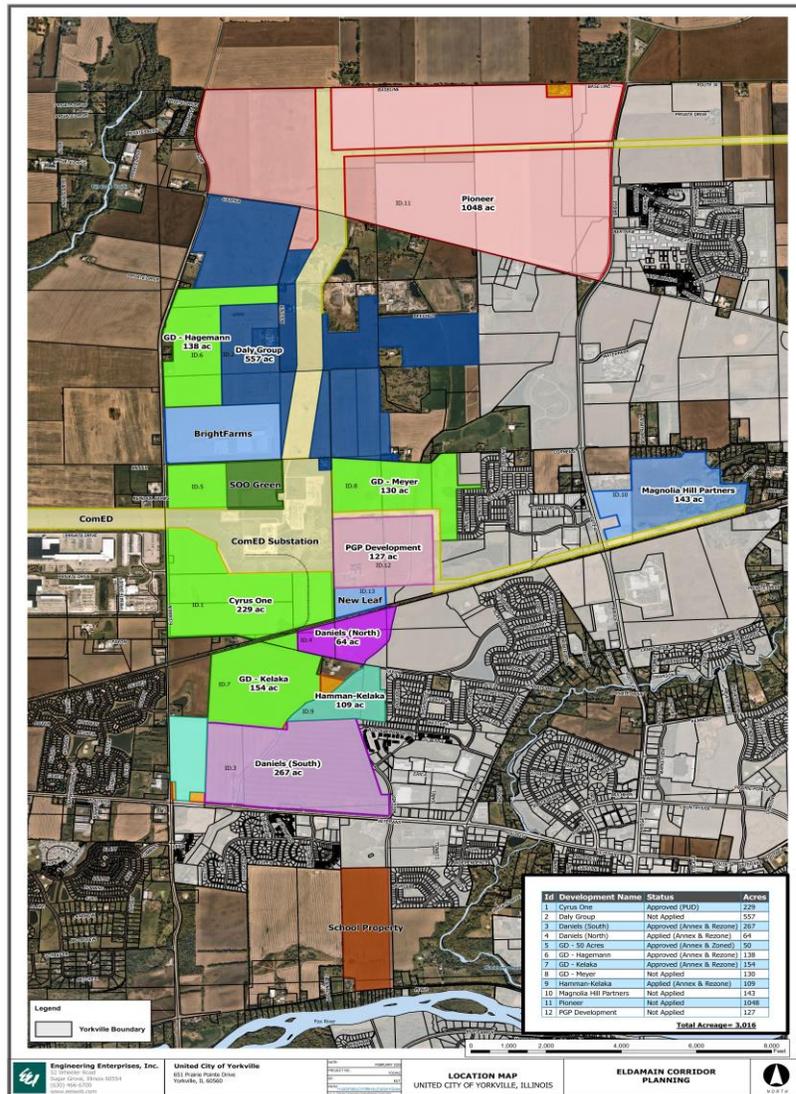
Since Yorkville identified data centers as permitted land uses in the M-2 General Manufacturing District in the Zoning Ordinance in 2023 and established a placeholder in the recently adopted Unified Development Ordinance for future development standards under Energy Industrial Uses, the City has experienced a growing interest in data center development. With the approval of Yorkville’s first data center project, Cyrus One in 2024, there has been a significant increase in speculative entitlement requests, including annexations and rezonings, for potential data center developments. This trend highlights the need for clearly defined standards to guide future projects and ensure alignment with the City’s long-term planning goals.

The table and map below highlight twelve (12) data center projects that have been approved, are currently under review, or involve site inquiries with stated intentions to apply within the City of Yorkville:

| <i>Development Name</i> | <i>Acres</i> | <i>Zoning</i> | <i>Application Status</i> | <i>Approval Status</i> | <i>Nearest Distance to Residential Property Line</i> | <i>Residential Subdivision</i> |
|---------------------------------|--------------|--|---------------------------|----------------------------------|--|--------------------------------|
| <i>Cyrus One</i> | 229 acres | M-2 Limited Manufacturing District | Applied | Approved (PUD) (2024) | ~2,230 feet | Whispering Meadows |
| <i>Prologis (Project Steel)</i> | 557 acres | Unincorporated | Applied | Pending (Annex, Rezone, & PUD) | ~3,500 feet | Caledonia |
| <i>Daniels (South)</i> | 267 acres | M-2 Limited Manufacturing District | Applied | Approved (Annex & Rezone) (2025) | ~130 feet | Fox Hill |
| <i>Daniels (North)</i> | 64 acres | A-1 Agricultural District | Applied | Pending (Annex & Rezone) | ~98 feet | Whispering Meadows |
| <i>Green Door – 50 acres</i> | 50 acres | M-2 Limited Manufacturing District | N/A | Approved | ~4,300 feet | Caledonia |
| <i>Green Door - Hagemann</i> | 138 acres | M-2 Limited Manufacturing District | Applied | Approved (Annex & Rezone) (2024) | ~7,300 feet | Caledonia |
| <i>Green Door – Kelaka</i> | 154 acres | M-2 Limited Manufacturing District | Applied | Approved (Annex & Rezone) (2024) | ~1,500 feet | Kylyn’s Ridge |
| <i>Green Door – Meyer</i> | 130 acres | R-4 General Multi-Family Residence District (Westbury South Village) | Not Applied | N/A | ~0 feet* | Caledonia |

| | | | | | | |
|-----------------------------------|-------------|---|-------------|----------------------------------|-------------|---------------|
| <i>Hamman-Kelaka</i> | 109 acres | B-3 General Business District/Unincorporated | Applied | Approved (Annex & Rezone) (2025) | ~0 feet* | Kylyn's Ridge |
| <i>Magnolia Hill Partners</i> | 143 acres | Unincorporated | Not Applied | N/A | ~2,600 feet | Autumn Creek |
| <i>Pioneer (Project Cardinal)</i> | 1,048 acres | Planned Unit Development (PUD) (Westhaven & Bailey Meadows) | Applied | Pending (Annex, Rezone, & PUD) | ~460 feet | Bristol Bay |
| <i>PGP Development</i> | 127 acres | Unincorporated | Not Applied | N/A | ~650 feet | Caledonia |

*Immediately adjacent to residential property line



The table below outlines the approved Planned Unit Development (PUD) and data center projects, including those submitted without a land plan, and highlights the regulations each petitioner has agreed to follow per the applicable Planned Unit Development Agreement/Annexation Agreement.

| <i>Development Name</i> | <i>Regulations Agreed to be Followed</i> |
|-------------------------|---|
| <i>Cyrus One</i> | <ol style="list-style-type: none"> 1. Building Setbacks: <ul style="list-style-type: none"> • Front Yard (Eldamain Road): 150-foot setback from the road’s right-of-way • Rear Yard (Beecher Road): 60-foot setback from the road’s right of way • Side Yard (north and south property lines): 50-foot setback 2. Parking: <ul style="list-style-type: none"> • .2 parking spaces per 1,000 square feet net floor area • Required to construct a minimum of 400 total spaces, including 10 electric vehicle (EV) charging spots. 3. Access to Subject Property: <ul style="list-style-type: none"> • 1 access point off Eldamain Road and 1 access off Faxon Road 4. Off-Street Loading: <ul style="list-style-type: none"> • No more than 1 loading space shall be required per building 5. Landscaping: <ul style="list-style-type: none"> • The developer must install landscaping along Eldamain, Faxon, and Beecher roadways that meets Transition Zone Type D Standards, while other internal landscaping requirements under UDO Section 10-5-3 are waived 6. Mechanical Screening and Fencing: <ul style="list-style-type: none"> • Must comply with the City’s Noise Ordinance (Title 4, Chapter 4. Noise Ordinance) 7. Appearance Standards: <ul style="list-style-type: none"> • Must submit updated building elevations with a final plat application or building permit request. 8. Lots; Street Design <ul style="list-style-type: none"> • Exempt from Section 10-7-2 and 10-7-3 in the UDO 9. Signage: <ul style="list-style-type: none"> • Must follow Section 10-6 (Sign Standards) in the UDO 10. Lighting: <ul style="list-style-type: none"> • Must submit photometric plan along with manufacturer’s cut sheet of proposed lighting standards installed in parking area |
| <i>Daniels (South)</i> | There are no zoning and land development regulations to follow due to the absence of a formal land plan. |

| | |
|------------------------------|---|
| <i>Green Door - Hagemann</i> | There are no zoning and land development regulations to follow due to the absence of a formal land plan. |
| <i>Green Door – Kelaka</i> | There are no zoning and land development regulations to follow due to the absence of a formal land plan. |
| <i>Hamman-Kelaka</i> | <ol style="list-style-type: none"> 1. Building Restriction: <ul style="list-style-type: none"> • No buildings shall be erected on the property identified by Parcel Index Number 02-19-200-008. Surface parking, roads and stormwater management facilities shall be permitted on this parcel. 2. Data Center Building to Residential Structure: <ul style="list-style-type: none"> • No buildings shall be erected closer than 400 feet to nearest existing residential structure. 3. Landscape Buffer and Berm Requirement: <ul style="list-style-type: none"> • 100-foot landscaped buffer with an 8 foot tall berm shall be installed between the proposed data center and the Kylyn’s Ridge subdivision immediately adjacent and to the east of the Subject Property, and the homes located on Blackberry Shore Lane immediately adjacent and to the south of the Subject Property. This buffer shall include elements such as vegetation, solid fencing, green walls, stormwater management area, living groundcover, and turf to ensure effective visual screening and physical separation between land uses. 4. Building Height: <ul style="list-style-type: none"> • Any buildings located within 1,500 feet of a residential subdivision shall be no more than seventy (70) feet tall, including all rooftop equipment. 5. Equal Distance Restrictions for Adjacent Residential Areas: <ul style="list-style-type: none"> • Any distance restrictions on development at the Subject Property that provide a benefit for the Kylyn’s Ridge subdivision, including landscaped buffers, shall also be applied for the benefit of the homes along Blackberry Shore Lane immediately adjacent and to the south of the Subject Property. |

Proposed Text Amendments:

As municipalities like Loudoun County, Prince William County, and the City of Chandler experience rapid data center growth, they have implemented zoning standards tailored to these developments. Similarly, the City of Yorkville is working to adopt specific data center regulations. Since identifying data centers as a permitted use in the M-2 General Manufacturing District in 2023, the City has approved its first Planned Unit Development for the Cyrus One data center. Additionally, there has been a rise in speculative entitlement requests, including annexations and rezonings, for potential data center projects. However, the City’s M-2 General Manufacturing District does not currently include specific development standards for data centers. To ensure responsible growth and maintain high development standards, it is crucial for the City to establish clear data center regulations that developers must follow. The table below compares the standards the City is considering implementing with the current M-2 General Manufacturing District standards and the City’s existing code:

| Standard | M-2 General Manufacturing District/ City Code | Proposed Standards |
|--|--|---|
| <p>Landscape Buffer – when adjacent to non-manufacturing zoned land use</p> | <p>Section 10-5-3 in the Unified Development Ordinance establishes landscape standards for new developments. The following landscape requirements would apply to data center developments: building foundation landscaping, parking area perimeter landscaping, parking area interior landscaping, and transition zone landscaping.</p> <p>Table 10-5-3(F)(2) Application of Transition Zone Types states Industrial land uses are required to utilize Transition Zone “D” landscape buffer when adjacent to the following land uses: single-family residential, all other residential, public/institutional, retail, service/medica/office, lodging, eating/drinking, entertainment, vehicle related, and industrial/transportation.</p> <p>The UDO states Type D has a Minimum Zone Width of 20 feet and the Minimum Fence/Wall height is 6 feet, which may also be satisfied with a solid evergreen hedge. The Minimum Number of Landscape Elements per 100 Linear Feet are as followed:</p> <ol style="list-style-type: none"> 1. Understory Tree: 5 2. Canopy/Evergreen Tree: 5 3. Shrubs/Native Grasses: 35 | <p>In addition to Section 10-5-3 the following requirements will apply:</p> <p>Minimum of 100-foot landscape buffer when adjacent to any non-manufacturing zoned land use (i.e. residential, commercial, public institutional, school, etc.)</p> <ol style="list-style-type: none"> 1. Landscape buffer shall be consistent with Transition Zone D in Section 10-5-3.F of the Unified Development Ordinance 2. The buffer area shall be dedicated exclusively to dense landscaping, including trees and shrubs, and shall not be used for stormwater detention, roadways, walking trails, surface parking, or similar improvements. 3. Required 8-foot-tall berms when adjacent to residential subdivisions <p><i>Discussion:</i></p> <ol style="list-style-type: none"> 1. <i>Is the City open to granting relief from the landscape standards or will applications be reviewed on a case-by-case basis?</i> |
| <p>Landscape Buffer – Road</p> | <p>Please refer to the Landscape Regulations above</p> | <p>Minimum of a 100-foot landscape buffer along any public roadway</p> <ol style="list-style-type: none"> 1. Landscape buffer shall be consistent with Transition Zone D in Section 10-5-3.F of the Unified |

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| | | <p>Development Ordinance</p> <p>2. The buffer area shall be dedicated exclusively to dense landscaping, including trees and shrubs, and shall not be used for stormwater detention, roadways, walking trails, surface parking, or similar improvements.</p> |
| Building separation | <p>The Unified Development Ordinance does not currently impose a minimum building separation requirement between a data center building or structure (primary or accessory) and the nearest residential or commercial structure.</p> | <p>Minimum of a 500-foot building separation from the nearest data center building or structure (primary or accessory) to the nearest residential or commercial structure.</p> |
| Maximum Height | <p>Table 10-3-9(A) of the Unified Development Ordinance indicates that the M-2 General Manufacturing District currently has no maximum building height restriction.</p> | <p>Maximum height for data centers within 1,500 feet of a residential structure shall be 70 feet including roof top mechanical equipment</p> <p>a. No rooftop mounted HVAC or other mechanical units are allowed within this buffer, unless specifically approved by City Council</p> <p><u>Discussion:</u></p> <p>1. <i>To be consistent with maximum height in other districts (B-1, B-2, and B-3), will the city consider a maximum height of 80 feet if the data center is not within 1,500 feet of a residential structure?</i></p> |
| Noise Study | <p>Although the City does not have an explicit requirement for data centers to conduct a noise study, it engaged a sound engineer to evaluate the preliminary PUD for the now-approved Cyrus One data center—the City’s first Planned Unit Development for data center</p> | <p>All applications for data centers shall provide a noise study which will be subject to review by the City’s sound engineering consultant</p> <p>1. A pre-construction noise study shall include baseline noise</p> |

use—while considering the surrounding existing and future land uses. Cyrus One is expected to conduct a formal noise study at the permitting stage for further review.

measurements of the current environment and predictive modeling in phased and at full buildout to ensure the facility’s design will meet local noise limits

- a. Consider sharing with the public or at least neighboring property owners for full transparency
- 2. Data center developers must include a mitigation plan in their noise study to ensure that operational noise does not exceed the pre-development baseline measured at the property.
- 3. All major mechanical equipment (generators, chillers, HVAC units) shall be fully enclosed or screened by solid barriers. If rooftop mechanical equipment is approved, they shall be enclosed in penthouses with sound dampening construction
- b. Backup generators and condensers shall be placed on the side of the building(s) or the opposite side of the facility, farthest from residential structures.

Discussion:

1. Should the City implement an annual noise monitoring conducted by the City’s sound engineering consultant for 3 years after construction completion to verify ongoing noise compliance?

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| <p>Operational Testing</p> | <p>Based on the Table 1 Sound Level Limits in the Code of Ordinances (Chapter 4 Noise Ordinance), if a data center is located near a residential land use property, it must keep noise levels below 60 dBA during the day (7am-10pm) and below 50 dBA at night (10pm-7pm).</p> <p>If a data center is located near a commercial or public parks and other open public space land use properties, it must keep noise level below 67dBA during the day (7am-10pm) and night time (10pm-7am).</p> | <p>Operational testing of emergency backup generators shall be limited to between the hours of 11am to 5pm on weekdays only, non-holidays.</p> <p><u>Discussion:</u></p> <ol style="list-style-type: none"> 1. <i>The city may want to consider implementing strict noise limits for data centers at all receiving property land uses property ensuring they do not exceed the current Noise Ordinance</i> 2. <i>Does the City want to require lower dBA for residential land uses at night?</i> 3. <i>Additionally, the City is considering requiring operators to use the lowest-noise equipment available, such as hospital-grade mufflers on generators, to help minimize noise impacts on surrounding properties.</i> |
| <p>Nuclear Energy</p> | <p>There is currently no standard in place, but the City strongly opposes the use of nuclear energy.</p> | <p>Data centers are strictly prohibited from using, generating, storing, or deploying nuclear energy as a power source within the City. This includes, but is not limited to, nuclear reactors, small modular reactors (SMRs), or any other nuclear-based technology.</p> |
| <p>Phasing Plan</p> | <p>There is currently no requirement for a phased construction plan in place for data centers to minimize impacts on residential structures.</p> | <p>Implement a phased construction plan that minimizes impacts on residential structures by prioritizing initial development at the farthest distance from existing residential structures.</p> |
| <p>Fencing</p> | <p>Permitted Materials in the M-2 District:</p> <ol style="list-style-type: none"> 1. Stone 2. Brick | <p>Fencing shall be security style aluminum, steel, wrought iron, or similar materials.</p> <p>Chain-link or barbed wire fencing is prohibited along public-facing</p> |

| | | |
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| | <ol style="list-style-type: none"> 3. Natural rot resistant wood (cedar, cyprus, redwood) 4. Cast or wrought iron 5. Plastic 6. Aluminum 7. Composite wood and plastic 8. Vinyl coated chain-link (rear and side yard only in all zoning district) 9. Galvanized chain-link (only on M-1 and M-2 properties adjacent to other M-1 or M-2 property) <p>The maximum height for fences in the manufacturing district is 8 feet for the front, corner side, interior side, and rear yard</p> | edges and properties adjacent to residential land uses. |
| Lighting and Photometric | Table 10-5-7(E) Outside Lighting Height Standards allows for manufacturing districts to have a maximum lighting height of 35 feet. | <p>Lighting and photometric plans must provide and adhere to Section 10-5-7. Outside Lighting of the Unified Development Ordinance.</p> <p><i>Discussion:</i></p> <p><i>1. Table 10-5-7(E) Outside Lighting Height Standards allows for manufacturing districts to have a maximum lighting height of 35 feet. Should the City consider lowering the light pole standard maximum?</i></p> |
| Traffic Management Plan | Section 10-A-10. Traffic Study in Unified Development Ordinance does not explicitly require a Traffic Management Plan, rather, it focuses on a Traffic Impact Study, which is an analysis of existing and projected traffic conditions. | A Traffic Management Plan shall be required during construction, including a communication strategy and an on-site point of contact during construction. |
| Battery Storage | The battery storage standards require 4-hour fire wall protection and must not be adjacent to any combustible materials. | Battery storage systems shall be located a minimum of 50 feet away from any adjacent structure and must be readily accessible by BKFD for firefighting efforts. |

| | | |
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| <p>Emergency Operations Plan (EOP)</p> | <p>Typically, high hazard uses in the City are required to have an Emergency Operations Plan (EOP). While the City has its own EOP, there is no specific requirement for data centers to have an individual Emergency Operations Plan</p> | <p>Emergency Operations Plan (EOP) shall be submitted and approved by the City and Fire Protection District (BKFD) prior to issuance of a building permit and must include:</p> <ol style="list-style-type: none"> 1. Procedures for fire suppression, hazardous material spills, evacuation, and communication in case of an incident 2. Training sessions/drill and or walkthroughs with fire and police shall be required prior to occupancy permit 3. Designated contacts for emergency services and a plan to broadcast information if an incident could affect the public 4. Must work with KenCom emergency managers to be part of text or siren alert systems |
| <p>Building Code Enhanced Standards</p> | <p>The City has adopted the 2018 edition of the International Code Council (ICC), which includes provisions for energy storage.</p> | <p>Installing advanced early fire detection in server rooms, using fire-resistive construction beyond code minimums on walls facing neighborhoods, or providing additional hazardous material safeguards.</p> <p>Compliance with NFPA 855</p> |
| <p>Appearance Standards</p> | <p>Section 10-5-8. C.4 sets appearance guidelines and standards for industrial uses, which include the following:</p> <p>Guidelines:</p> <ol style="list-style-type: none"> 1. At least 50% of the total building shall incorporate masonry products or precast concrete. The front facade, facing a street with the main entry, must be at least 50% masonry or | |

precast concrete, while any facade abutting a street must also include masonry or precast concrete.

Masonry or precast concrete is encouraged on all remaining facades.

When using precast concrete panels or split-face block, incorporating colors, patterns, or architectural features is encouraged.

2. Building entryways shall be clearly identified. Building components, such as windows, doors, eaves and parapets shall be in proportion to one another.
3. The location of parking lots in a manner that is logical, safe, and pedestrian friendly is encouraged. In this respect, the location of parking lots in the rear or side of a building is encouraged.

Standards:

1. Industrial buildings shall consist of solid and durable facade materials and be compatible with the character and scale of the surrounding area.
2. Industrial buildings with facades greater than 100 feet in length shall incorporate recesses, projections, windows or other ornamental/architectural features along at least 30% of the length of the facade abutting a public street in an effort to break up the mass of the structure.

Lastly, through Ordinance 2023-30, the City defined "battery uses," "data centers," and "refrigerated warehouses (cold storage)" and established off-street parking regulations for these land uses.

However, during the transition from the Zoning Ordinance to the Unified Development Ordinance (UDO), the table outlining off-street parking regulations was not incorporated, although was used in the calculations for determining minimum parking standards for Cyrus One. Staff is requesting to formally add the table below to the UDO to ensure these regulations are applied to data centers.

| Use | Minimum Spaces Required |
|--|---|
| Energy Industrial Uses: | |
| Battery Storage: | |
| Less than 70,000 square feet | Minimum of 20 parking spaces |
| More than 70,001 square feet | 0.3 per 1,000 square feet of floor area |
| Data Center: | |
| Less than 70,000 square feet | Minimum of 20 parking spaces |
| More than 70,001 square feet | 0.3 per 1,000 square feet of floor area |
| Refrigerated Warehouse (Cold Storage) | |
| Less than 150,000 square feet | 0.5 per 1,000 square feet of floor area |
| More than 150,001 square feet | 0.3 per 1,000 square feet of floor area. |

Proposed Motion

In consideration of testimony presented during a Public Hearing on May 14, 2025 and discussions conducted at that meeting, the Planning and Zoning Commission recommends approval to the City Council of a request to amend Section 10-4-10, Energy Industrial Use Standards, of the Unified Development Ordinance to establish development regulations for data center facilities, as presented in a staff memorandum dated May 7, 2025 and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

Attachments

1. Proposed Amendments to Section 10-4-10 Energy Industrial Use Standards
2. Ordinance 2023-30
3. Public Hearing Notice Affidavit

10-4-10. Energy Industrial Uses

A. Landscape Buffer – when adjacent to non-manufacturing zoned land use

1. In addition to [Section 10-5-3](#) the following requirements apply:
 - a. Minimum of 100 foot-landscape buffer when adjacent to non-manufacturing zoned land use (i.e. residential, commercial, school, public institutional, etc.).
 - b. The buffer area shall be dedicated exclusively to dense landscaping, including trees and shrubs, and shall not be used for stormwater detention, roadways, walking trails, surface parking, or similar improvements.
 - c. Required 8-foot-tall berms when adjacent to residential subdivisions.

B. Landscape Buffer – when adjacent to roads

1. Minimum of a 100-foot landscape buffer along any public roadway .
 - a. Landscape buffer shall be consistent with Transition Zone D in [Section 10-5-3.F](#).
 - b. The buffer area shall be dedicated exclusively to dense landscaping, including trees and shrubs, and shall not be used for stormwater detention, roadways, walking trails, surface parking, or similar improvements.

C. Building Separation

1. Minimum of a 500-foot building separation from the nearest data center building or structure (primary or accessory) to the nearest residential or commercial structure.

D. Maximum Height

1. Maximum height for data centers within 1,500 feet of a residential structure shall be 70 feet including rooftop mechanical equipment.
 - a. The use of rooftop mounted HVAC or other mechanical units shall require the approval of City Council.

E. Noise Study and Noise Mitigation

1. All applications for data centers shall provide an initial noise study at Planned Unit Development (PUD) review and a final noise study at permitting review, both of which will be subject to review by the City's sound engineering consultant.
2. The initial noise study must include the following:
 - a. A pre-construction noise study shall include baseline noise measurements of the current environment and predictive modeling in phased and at full buildout to ensure the facility's design will meet local noise limits as detailed in [Title 4, Chapter 4 of Yorkville's Code of Ordinances](#).
 - b. For the initial study, noise source data for the cooling equipment can be based on generic or manufacturer-provided data. The purpose of the initial study is to refine the site layout and cooling scheme as needed to meet the ordinance.
3. For the final noise study, noise source data for the cooling equipment shall be based on actual sound level measurements of the specific equipment planned for the project, made in accordance with nationally recognized standards, not on interpolated, extrapolated, or otherwise calculated sound levels.
4. Data center developers must include a mitigation plan in their final noise study to ensure that operational noise does not exceed the local noise limits detailed in Yorkville's Code of Ordinances, including the penalty for tonal equipment.

5. All major mechanical equipment (i.e generators, chillers, HVAC units) shall be fully enclosed or screened by solid barriers. If rooftop mechanical equipment is approved, they shall be enclosed in penthouses with sound dampening construction or screened with acoustic barriers as needed to meet the City noise ordinance.
 - a. Whenever possible, backup generators and condensers shall be placed on the side of the building(s) or the facility, that is farthest from residential structures.
6. The Applicant must provide a noise impact assessment report for review by the City. The report must describe how the assessment was performed, list the specific noise-generating equipment associated with operation of the Data Center Campus and On-site Substation, describe any noise control approaches and equipment that will be included in the project design, and confirm that the City's noise ordinance will be met.
7. An annual noise monitoring will be conducted by the City's sound engineering consultant for 3 years after construction completion to verify ongoing noise compliance. Alternatively, continuous noise monitoring devices shall be installed at the onset of construction and reports provided to the City throughout the life of the development to help verify ongoing noise ordinance compliance.

F. Operational Testing

1. Operational testing of emergency backup generators shall be limited to between the hours of 11am to 5pm on weekdays only, non-holidays.

G. Nuclear Energy

1. Data centers are strictly prohibited from using, generating, storing, or deploying nuclear energy as a power source within the City. This includes, but is not limited to, nuclear reactors, small modular reactors (SMRs), or any other nuclear-based energy.

H. Phasing Plan

1. Implement a phased construction plan that minimizes impacts on residential structures by prioritizing initial development at the farthest distance from existing residential structures.

I. Fencing

1. Fencing shall be security style aluminum, steel, wrought iron, or similar materials.
2. Chain-link or barbed wire fencing is prohibited along public facing edges and properties adjacent to residential land uses.

J. Lighting and Photometric

1. Lighting and photometric plans must be submitted at the time of application and adhere to [Section 10-5-7 Outside Lighting](#).

K. Traffic Management Plan

1. A Traffic Management Plan shall be required during construction, including a communication strategy and an on-site point of contact during construction.

L. Battery Storage

1. Battery storage systems shall be located a minimum of 50 feet away from any adjacent structure and must be readily accessible by Bristol Kendal Fire Protection District (BKFD) for firefighting efforts.

M. Emergency Operations Plan

1. Emergency Operations Plan (EOP) shall be submitted and approved by the City and the Bristol Kendal Fire Protection District (BKFD) prior to issuance of a building permit and must include:

- a. Procedures for fire suppression, hazardous material spills, evacuation, and communication in case of an incident.
- b. The location of any battery storage systems.
- c. Training sessions/drills and or walkthroughs with fire and police shall be required prior to occupancy permit.
- d. Designated contacts for emergency services and a plan to broadcast information if an incident could affect the public.
- e. Must work with KenCom emergency managers to be part of text or siren alert systems.

N. Building Code Enhanced Standards

1. Installing advanced early fire detection in server rooms, using fire-resistive construction beyond code minimums on walls facing neighborhoods, or providing additional hazardous material safeguards.
2. Compliance with National Fire Protection Association 855.

O. Appearance Standards

1. Appearance standards shall comply with the requirements outlined in [Section 10-5-8.4](#).

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

ORDINANCE NO. 2023-30

ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, AMENDING THE ZONING ORDINANCE IDENTIFY, DEFINE, AND
REGULATE ENERGY INDUSTRIAL USES

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 26th day of September, 2023

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on September 27, 2023.

Ordinance No. 2023-30

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE ZONING ORDINANCE IDENTIFY, DEFINE, AND REGULATE ENERGY INDUSTRIAL USES

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, pursuant to Section 10-4-10 of the United City of Yorkville Zoning Ordinance (“Zoning Ordinance”) the City may initiate amendments to the Zoning Ordinance; and,

WHEREAS, the City filed a petition seeking an amendment to the Zoning Ordinance to identify Energy Industrial Uses as uses consisting of “battery uses”, “data centers” and “refrigerated warehouses (cold storage)” as their own line items in Table 10.06.04 Manufacturing Uses; and,

WHEREAS, the City filed a petition seeking an amendment to the Zoning Ordinance to define “battery uses”, “data center”, and “refrigerated warehouse (cold storage)” as permitted uses within the M-1 and M-2 zoning districts; and,

WHEREAS, the City filed a petition seeking an amendment to the Zoning Ordinance to add off-street parking regulations for Energy Industrial Uses in Section Table 10.16.03 regarding battery uses, data centers, and refrigerated warehouses (cold storage), to reflect the proposed new definitions; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on September 13, 2023, to consider each of these requests and made findings of fact and recommendations to the City Council to approve all of the requested text amendments.

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

Section 1: That the above recitals are hereby incorporated and made a part of this Ordinance.

Section 2: That a Section 10-2-3 of the United City of Yorkville Zoning Ordinance is hereby amended to add the following definitions:

BATTERY STORAGE USES: A use that enables battery manufacturing, charging, recycling, warehousing, storage, and related uses. This may also include uses that derive energy from renewable sources, such as wind and solar power, to be collected, stored, and then released for later use to an electric grid, power plant or private user.

DATA CENTER: A facility comprised of networked computers, storage systems, and computing infrastructure which organizations use to assemble, process, store and disseminate data. Cryptocurrency centers, which use networked computers, storage systems, and computing infrastructure to manage the flow of digital or virtual currencies, shall be included in the definition.

REFRIGERATED WAREHOUSE (COLD STORAGE): A facility which is artificially or mechanically cooled in order to maintain the integrity and quality of perishable goods.

Section 3: That a Section 10-6-0, Table 10.06.04 of the United City of Yorkville Zoning Ordinance to add the land uses as follows:

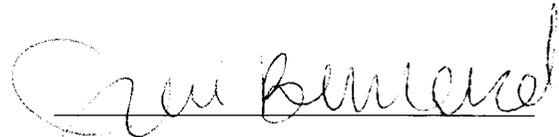
| | A-1 | OS-1 | OS-2 | E-1 | R-1 | R-2 | R-2D | R-3 | R-4 | O | B-1 | B-2 | B-3 | B-4 | M-1 | M-2 |
|---------------------------------------|-----|------|------|-----|-----|-----|------|-----|-----|---|-----|-----|-----|-----|-----|-----|
| Battery Storage Uses | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | P |
| Data Center | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | P |
| Refrigerated Warehouse (Cold Storage) | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | P |

Section 4: That a Section 10-16-3-F, Table 10.16.03 of the United City of Yorkville Zoning Ordinance is hereby amended to add language regulating off-street parking for the land uses as follows:

| Use | Minimum Spaces Required |
|---------------------------------------|---|
| <i>Energy Industrial Uses:</i> | |
| Battery Storage | |
| Less than 70,000 square feet | Minimum 20 parking spaces |
| More than 70,001 square feet | 0.3 per 1,000 square feet of floor area |
| Data Center | |
| Less than 70,000 square feet | Minimum 20 parking spaces |
| More than 70,001 square feet | 0.3 per 1,000 square feet of floor area |
| Refrigerated Warehouse (Cold Storage) | |
| Less than 150,000 square feet | 0.5 per 1,000 square feet of floor area |
| More than 150,001 square feet | 0.3 per 1,000 square feet of floor area |

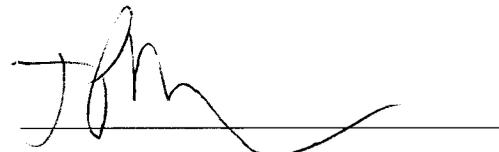
Section 5: This Ordinance shall be in full force and effect after its passage, publication, and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 26th day of September, A.D. 2023.


CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ~~26~~²⁸ day of September, A.D. 2023.


MAYOR

MEMORANDUM

June 2, 2025

To: Krysti J. Barksdale-Noble, Community Development Director, United City of Yorkville,
knoble@yorkville.il.us

From: Aimee Lalime, INCE Bd. Cert.
Nathan Sevener, INCE Bd. Cert.

Re: Proposed Updates to the Noise Study Section of the Ordinance Updates to Section 10-4-10
“Energy Industrial Uses”

The United City of Yorkville plans to amend Section 10-4-10. Energy Industrial Use Standards in the Unified Development Ordinance regarding data center facilities. Soundscape proposes the following amendments to the draft ordinance updates (shown in blue text):

E. Noise Study

1. All applications for data centers shall provide an initial noise study at PUD review and a final noise study at permitting review, both of which will be subject to review by the City’s sound engineering consultant.
2. The initial noise study must include the following:
 - a. A pre-construction noise study shall include baseline noise measurements of the current environment and predictive modeling in phased and at full buildout to ensure the facility’s design will meet local noise limits as detailed in Title 4, Chapter 4 of Yorkville’s Code of Ordinances.
 - b. For the initial study, noise source data for the cooling equipment can be based on generic or manufacturer-provided data. The purpose of the initial study is to refine the site layout and cooling scheme as needed to meet the ordinance.
 - c. For the final noise study, noise source data for the cooling equipment shall be based on actual sound level measurements of the specific equipment planned for the project, made in accordance with nationally recognized standards, not on interpolated, extrapolated, or otherwise calculated sound levels.
 - d. Data center developers must include a mitigation plan in their noise study to ensure that operational noise does not exceed the local noise limits detailed in Yorkville’s Code of Ordinances, including the penalty for tonal equipment.

- e. All major mechanical equipment (i.e generators, chillers, HVAC units) shall be fully enclosed or screened by sound barriers. If rooftop mechanical equipment is approved, they shall be enclosed in penthouses with sound dampening construction or screened with acoustic barriers as needed to meet the City noise ordinance.
 - i. Wherever possible, backup generators and condensers shall be placed on the side of the building(s) or the facility, that is farthest from residential structures.
 - f. The Applicant must provide a noise impact assessment report for review by the City. The report must describe how the assessment was performed, list the specific noise-generating equipment associated with operation of the Data Center Campus and On-site Substation, describe any noise control approaches and equipment that will be included in the project design, and confirm that the City's noise ordinance will be met.
3. An annual noise monitoring will be conducted by the City's sound engineering consultant for 3 years after construction completion to verify ongoing noise compliance. Alternatively, continuous noise monitoring devices shall be installed at the onset of construction and reports provided to the City throughout the life of the development to help verify ongoing noise ordinance compliance.

****END OF MEMORANDUM****

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: 7802242
Purchase Order: PZC 2025-05: Data Center Text

State of Illinois - Kane

Chicago Tribune Media Group does hereby certify that it is the publisher of the The Beacon-News. The The Beacon-News is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Aurora, Township of Aurora, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 4/25/2025, and the last publication of the notice was made in the newspaper dated and published on 4/25/2025.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

PUBLICATION DATES: **Apr 25, 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

28th Day of April, 2025, by

Chicago Tribune Media Group



Jeremy Gates

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE THE UNITED CITY OF YORKVILLE
PLANNING AND ZONING COMMISSION
PZC 2025-05**

NOTICE IS HEREBY GIVEN THAT the Planning and Zoning Commission of the United City of Yorkville will conduct a public hearing on May 14, 2025, at 7:00PM at the Yorkville City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, regarding an amendment to Section 10-4-10 Energy Industrial Use Standards regarding data center development of the Yorkville Unified Development Ordinance.

The proposed text amendment seeks to establish specific regulations for data center developments. These regulations include standards related to noise control, landscape buffering, building separation from residential properties, height limitations, and other design and operational requirements

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

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

JORI BEHLAND
City Clerk





| Reviewed By: | |
|-----------------------|-------------------------------------|
| Legal | <input 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 #2

Tracking Number

CC 2025-08

Agenda Item Summary Memo

Title: Public Works and Parks Department Facility Update

Meeting and Date: City Council – June 24, 2025

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.



| Reviewed By: | |
|-----------------------|-------------------------------------|
| Legal | <input checked="" type="checkbox"/> |
| Finance | <input checked="" 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 #3

Tracking Number

CC 2025-09

Agenda Item Summary Memo

Title: Proposed Multi-Year Water Rate Ordinance – FY 2026 thru FY 2065

Meeting and Date: City Council – June 24, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson Finance
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: June 18, 2025
Subject: Proposed Multi-Year Water Rate Increases – FY 25 thru FY 65

Summary

Approval of an ordinance authorizing annual water rate increases to codify the City's five-year water rate plan and establish ongoing 3% increases through Fiscal Year 2065. This long-term rate structure is necessary to satisfy the revenue coverage requirements associated with the City's participation in the U.S. Environmental Protection Agency's (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) loan program. The WIFIA loan is anticipated to provide approximately \$128 million in financing for vital water infrastructure improvements related to the City's transition to Lake Michigan as its primary water source.

Background

This item was most recently discussed at the June 10th City Council meeting, during which City Administrator Olson presented the City's Five-Year Water Rate Plan. The plan outlines the projected increases in water sales revenue required to meet the City's anticipated financial obligations from Fiscal Year (FY) 2026 through FY 2030. These revenue targets are consistent with the projections included in the Adopted FY 2026 Budget and are summarized below:

- **FY 2026 Adopted** – \$7.0 million (+25% over FY 2025 projected revenue of \$5.6 million)
- **FY 2027 Projected** – \$8.8 million (+25%)
- **FY 2028 Projected** – \$10.6 million (+20%)
- **FY 2029 Projected** – \$12.7 million (+20%)
- **FY 2030 Projected** – \$15.2 million (+20%)

To achieve these revenue benchmarks, corresponding adjustments to the City's bi-monthly water rates are required. The proposed rate structure is based on the findings of a detailed Water Rate Study conducted by Engineering Enterprises, Inc. (EEI) over the past several months. The proposed rates include both a **minimum (base) charge**, which covers the first 350 cubic feet of water use and incorporates the current Water Infrastructure Fee, and a **volumetric charge** for each additional 100 cubic feet consumed. The proposed rate adjustments are as follows:

- **FY 2025 (Current)**: \$49.50 minimum fee, plus \$5.80 per 100 cubic feet
- **FY 2026 Proposed**: \$58.27 minimum fee, plus \$7.28 per 100 cubic feet
- **FY 2027 Proposed**: \$68.97 minimum fee, plus \$9.10 per 100 cubic feet
- **FY 2028 Proposed**: \$79.67 minimum fee, plus \$10.92 per 100 cubic feet
- **FY 2029 Proposed**: \$92.45 minimum fee, plus \$13.10 per 100 cubic feet
- **FY 2030 Proposed**: \$107.73 minimum fee, plus \$15.72 per 100 cubic feet
- **FY 2031 through FY 2063**: Annual increases of **3.0%** to both the minimum fee and volumetric rate

As outlined in the Water Rate Presentation, the financial impact of these rate changes will vary based on customer usage levels. The City’s customer base is generally distributed among the following categories:

- **Minimum Residential User** (≤350 cubic feet): ~11% of all users
- **Average Residential User** (351–1,000 cubic feet): ~41% of all users
- **High Residential User** (1,001–1,600 cubic feet): ~24% of all users
- **Average Yorkville Restaurant:** ~10,000 cubic feet per billing cycle
- **Large Commercial User:** ~70,000 cubic feet per billing cycle

Estimated bi-monthly bills have been calculated for each of these user types and are presented below on a per-bill basis, as well as annualized and aggregated over the five-year plan to help illustrate the total financial impact.

| Fiscal Year | Proposed Water Rates and Bill Impacts | | | | | | | | | | | |
|----------------------------|---------------------------------------|---------|-------------------------------|-------|-------------------------------|-------|----------------------------|-------|-------------------------------------|-------|----------------------------|-------|
| | Bi-Monthly Figures | | | | | | | | | | | |
| | Base Rate Plus Infrastructure Fee | | Minimum Residential User Bill | | Average Residential User Bill | | High Residential User Bill | | Average Yorkville Restaurant's Bill | | Large Commercial User Bill | |
| | Rate per 100 cubic feet | | Increase % | | Increase % | | Increase % | | Increase % | | Increase % | |
| 25 (Previous) | \$49.50 | \$5.80 | \$ 50 | | \$ 87 | 0.0% | \$ 122 | | \$ 609 | | \$ 4,089 | |
| 26 (Current) | \$58.27 | \$7.28 | \$ 58 | 17.7% | \$ 106 | 21.1% | \$ 149 | 22.4% | \$ 761 | 24.9% | \$ 5,129 | 25.4% |
| 27 | \$68.97 | \$9.10 | \$ 69 | 18.4% | \$ 128 | 21.3% | \$ 183 | 22.4% | \$ 947 | 24.5% | \$ 6,407 | 24.9% |
| 28 | \$79.67 | \$10.92 | \$ 80 | 15.5% | \$ 151 | 17.6% | \$ 216 | 18.3% | \$ 1,133 | 19.7% | \$ 7,685 | 20.0% |
| 29 | \$92.45 | \$13.10 | \$ 92 | 16.0% | \$ 178 | 17.9% | \$ 256 | 18.5% | \$ 1,357 | 19.7% | \$ 9,217 | 19.9% |
| 30 | \$107.73 | \$15.72 | \$ 108 | 16.5% | \$ 210 | 18.2% | \$ 304 | 18.7% | \$ 1,625 | 19.8% | \$ 11,057 | 20.0% |
| <i>Average Annual Bill</i> | | | \$489 | | \$926 | | \$1,330 | | \$6,987 | | \$47,394 | |
| <i>5 Year Total Paid</i> | | | \$2,443 | | \$4,631 | | \$6,652 | | \$34,936 | | \$236,968 | |

As outlined in the draft ordinance (Exhibit A), the proposed water rates for Fiscal Year 2026 are scheduled to take effect on July 1, 2025. Customers will first see the updated rates reflected on their August 31st utility bills, which covers usage for the July–August billing period. Utility bills issued on or before June 30th will continue to be calculated using the current rate structure.

Beginning in FY 2027, annual rate adjustments are proposed to occur on May 1st of each subsequent year to align with the start of the City’s fiscal year, as this timing provides a consistent framework for rate implementation and facilitates integration with the City’s annual budget process. Additionally, the proposed ordinance eliminates the current bi-monthly Water Infrastructure Fee of \$16.50. Instead of assessing this charge separately, the associated costs will be incorporated into the revised minimum base charge, resulting in a more streamlined and transparent billing structure for customers.

As previously noted, the City does not anticipate significant changes to the Five-Year Water Rate Plan. This expected stability is driven in large part by the known financial obligations tied to the City’s participation in the WIFIA loan program. Substantial repayments on the WIFIA loan—exceeding \$8 million annually—are projected to begin in FY 2033. The current rate structure has been designed to ensure that the City remains well-positioned to meet these future obligations, along with other existing and future long-term debt service commitments.

That said, several factors may positively influence the City's financial position and reduce the need for future rate increases over the next five years, including:

- The receipt of capital contributions or connection fees from new large-scale commercial users, such as industrial facilities or data centers;

- Actual construction costs for the Lake Michigan water infrastructure project coming in lower than current engineering estimates; and
- Favorable wholesale water pricing associated with the City of Joliet's planned connection to Lake Michigan in 2030.

Although long-term rate projections beyond Fiscal Year 2030 are necessarily speculative, their inclusion is required as part of the ordinance supporting the WIFIA loan closing process, which is anticipated to occur later this fall. This is a standard component of WIFIA program compliance and is intended to demonstrate the City's long-range ability to meet future debt obligations. As part of the loan approval process, the City must show that net revenues within the Water Fund—defined as total operating revenues less operating expenses—are sufficient to maintain a minimum debt service coverage ratio of 1.25x on all senior lien debt. This includes not only the WIFIA loan itself, but also the City's existing Series 2023A and 2025A water revenue bonds. This 1.25x coverage ratio must be sustained through the full term of the WIFIA loan, which is projected to extend through Fiscal Year 2063 to 2065, depending on the final substantial completion date of all WIFIA related projects. In contrast, the City's upcoming Illinois Environmental Protection Agency (IEPA) loans are classified as subordinate debt under the terms of the bond ordinance. As such, they are subject to a lower minimum coverage requirement of 1.0x, as permitted under IEPA lending guidelines.

The City's municipal advisor, Speer Financial, has conducted a preliminary review of the proposed water rate structure and has informally confirmed that the City possesses the financial capacity to support up to approximately \$131.7 million in WIFIA loan proceeds while still maintaining compliance with the required 1.25x senior debt service coverage ratio. This analysis indicates that the Water Fund can accommodate the anticipated borrowing without compromising the financial covenants tied to the WIFIA loan or the City's existing Series 2023A and 2025A bonds. Moreover, this projected capacity provides the City with a degree of financial flexibility moving forward. Should unexpected project costs arise, or should the City choose to pursue additional rate relief measures in the future, there is room within the current rate framework to absorb those needs without violating coverage requirements. A formal revenue coverage report will be prepared by Speer Financial as part of the WIFIA loan's closing process. This report will serve as an independent third-party verification of the City's ability to meet its long-term debt obligations under the proposed rate structure.

Significantly, once the WIFIA loan is finalized, the City will be permitted to use existing Water Fund reserves (i.e., fund balance equivalency) to satisfy the additional 0.25x portion of the required 1.25x coverage. This flexibility within the financing structure reduces the immediate reliance on water sales revenue and is expected to help moderate future water rate increases. As a result, it supports long-term rate stability for Yorkville's utility customers while maintaining compliance with WIFIA loan requirements.

Finally, the proposed ordinance allows the City Council to review and adjust water rates annually as part of the budget process and to revise the ordinance itself if necessary. This flexibility ensures that future rate changes can reflect actual construction progress, funding updates, and broader economic conditions as the City transitions to Lake Michigan as its long-term water source

Recommendation

Staff recommends approval of the attached ordinance.

Ordinance No. 2025- _____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AMENDING WATER SERVICE RATES AND CHARGES

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 pursuant to Sections 11-117-12 and 11-129-6 of the Illinois Municipal Code (65 ILCS 5/11-117-12 and 5/11-129-6) has the authority to charge reasonable rates for water and sanitary sewer service that are sufficient to meet operation and maintenance costs, to provide a depreciation fund and to meet principal and interest payments of any utility bonds; and,

WHEREAS, due to future limitations of water systems served by wells in the Kendall County and surrounding region, the City has determined it is in the best interests of the City stakeholders to change from the Ironton-Galesville ground water source to a sustainable Lake Michigan water source and has contracted with the DuPage Water Commission, a county water commission which owns and operates a water works system as a supplier of Lake Michigan water to member costumers (the “Commission”) that contract for water services; and,

WHEREAS, as the result of the City’s contract for water services from the Commission the City has been required to replace its existing watermains and to acquire property in order to construct all of the infrastructure deemed necessary to connect to the Commission’s water service system (the “Project”); and,

WHEREAS, the City has been required to issue bonds and enter into several loan agreements to finance the cost of the Project thereby necessitating annual increases to meet the debt service payments; and,

WHEREAS, the City has determined that it is in the best interests of the City to proceed with the Project and raise water rates as hereinafter provided in order to ensure healthy and adequate service to the City for the foreseeable future.

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 foregoing recitals shall be and are hereby incorporated as findings of fact as if set forth herein.

Section 2. That Title 7 of Chapter 5, Section 7-5-5-1A of the Yorkville City Code is hereby amended by deleting Section 7-5-5-1A in its entirety and replacing it with the following:

A. Water Rates Established

1. The water infrastructure improvement and maintenance fee of eight dollars and twenty-five cents (\$8.25) per month charged to each utility customer is hereby repealed as of July 1, 2025.

2. The water rates shall be:

\$58.27 up to 350 cubic feet of usage, effective July 1, 2025

\$7.28 per 100 cubic feet of usage over 350 cubic feet, effective July 1, 2025

\$68.97 up to 350 cubic feet of usage, effective May 1, 2026

\$9.10 per 100 cubic feet of usage over 350 cubic feet, effective May 1, 2026

\$79.67 up to 350 cubic feet of usage, effective May 1, 2027

\$10.92 per 100 cubic feet of usage over 350 cubic feet, effective May 1, 2027

\$92.45 up to 350 cubic feet of usage, effective May 1, 2028

\$13.10 per 100 cubic feet of usage over 350 cubic feet, effective May 1, 2028

\$107.73 up to 350 cubic feet of usage, effective May 1, 2029

\$15.72 per 100 cubic feet of usage over 350 cubic feet, effective May 1, 2029

- 3. Commencing May 1, 2030, and every May 1 for each year through and including May 1, 2064, the base rate of up to 350 cubic feet of usage and every 100 cubic feet over 350 cubic feet shall on May 1 of every year increase at the rate of three percent (3%).

Section 3. 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 _____, 2025.

| | | | |
|-------------------|-------|----------------|-------|
| KEN KOCH | _____ | DAN TRANSIER | _____ |
| ARDEN JOE PLOCHER | _____ | CRAIG SOLING | _____ |
| CHRIS FUNKHOUSER | _____ | MATT MAREK | _____ |
| RUSTY HYETT | _____ | RUSTY CORNEILS | _____ |

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2025.

Mayor

Attest:

City Clerk