



United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA
CITY COUNCIL MEETING
Tuesday, July 22, 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. Yorkville Police Department Illinois Enforcement Accreditation Program (ILEAP) Award
2. Yorkville Police Department Distinguished Service Awards: Detective Johnson, Detective Ketchmark, Detective/School Resource Officer Goldsmith, Trooper Enk, Detective Sergeant Nelson, and Deputy Chief Mikolasek
3. Parks and Recreation Department – Recognition of July 4th Volunteers

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – June 24, 2025
2. Bill Payments for Approval
 - \$ 11,481.80 (vendors – FY 25)
 - \$ 3,303,372.14 (vendors – FY 26)
 - \$ 448,860.25 (payroll period ending 07/03/25)
 - \$ 3,763,714.19 (total)
3. PW 2025-66 Resolution Approving a Pipe Line Crossing License Agreement with Illinois Railway LLC (East Alley Water Main Replacement Project) – *authorize the Mayor and City Clerk to execute*
4. PW 2025-67 Resolution Approving Pipe Line Crossing License Agreements with Illinois Railway LLC (2025 Water Main Replacement Project) – *authorize the Mayor and City Clerk to execute*
5. ADM 2025-24 Treasurer's Reports for May and June 2025

Mayor's Report:

1. CC 2025-54 Appointment of FOIA Officer – John Burner
2. CC 2025-55 Resolution Authorizing a Representative to Sign Loan Application and Documents Pertaining to the Public Water Supply Loan Program
3. CC 2025-56 Illinois Public Library and Yorkville Public Library Annual Reports

Public Works Committee Report:

1. PW 2025-65 Resolution Approving a Change Order to a Contract to Construct a 1,500,000 Gallon Standpipe and Water Main
2. PW 2025-68 Resolution Authorizing the Purchase of a Sewer Vac Truck
3. PW 2025-69 Cannonball Estates SSA Plan

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

1. ADM 2025-27 Resolution Approving the Bid and Purchase of Computers, Docking Stations, and Monitors

Park Board:

Planning and Zoning Commission:

1. PZC 2025-07 Project Steel – Prologis (Data Center) – Discussion
2. PZC 2025-08 & EDC 2025-50 Project Cardinal – Pioneer (Data Center) – Discussion
 - a. Ordinance Approving a Planned Unit Development Agreement with Pioneer Development, LLC
 - b. Ordinance Authorizing the Execution of an Annexation Agreement for Certain Territory Located at the Southwest Corner of Baseline Road and North Bridge Street
 - c. Ordinance Approving the Rezoning to the M-2 General Manufacturing Zoning District of Certain Territory Located at the Southwest Corner of Baseline Road and North Bridge Street (State Route 47)
 - d. Ordinance Annexing Certain Territory Located at the Southwest Corner of Baseline Road and North Bridge Street to the United City of Yorkville
3. PZC 2025-10 & EDC 2025-52 Ordinance Approving the Final Plat of Subdivisions for *Heartland Meadows West*
4. PZC 2025-11 & EDC 2025-53 Ordinance Approving the Final Plat of Subdivisions for *Fox Haven Subdivision*

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

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

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: August 20, 2025 – 6:00 p.m. – East Conference Room #337

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

ECONOMIC DEVELOPMENT: August 5, 2025 – 6:00 p.m. – East Conference Room #337

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

PUBLIC SAFETY: September 4, 2025 – 6:00 p.m. – East Conference Room #337

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

PUBLIC WORKS: August 19, 2025 – 6:00 p.m. – East Conference Room #337

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

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, July 22, 2025
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PRESENTATIONS:

1. Yorkville Police Department Illinois Enforcement Accreditation Program (ILEAP) Award
2. Yorkville Police Department Distinguished Service Awards: Detective Johnson, Detective Ketchmark, Detective/School Resource Officer Goldsmith, Trooper Enk, Detective Sergeant Nelson, and Deputy Chief Mikolasek

3. Parks and Recreation Department – Recognition of July 4th Volunteers

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. Minutes of the Regular City Council – June 24, 2025

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. Bill Payments for Approval

☐ Approved _____

☐ As presented

☐ As amended

☐ Notes _____

3. PW 2025-66 Resolution Approving a Pipe Line Crossing License Agreement with Illinois Railway LLC
(East Alley Water Main Replacement Project)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

4. PW 2025-67 Resolution Approving Pipe Line Crossing License Agreements with Illinois Railway LLC
(2025 Water Main Replacement Project)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

5. ADM 2025-24 Treasurer's Reports for May and June 2025

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

MAYOR'S REPORT:

1. CC 2025-54 Appointment of FOIA Officer – John Burner

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. CC 2025-55 Resolution Authorizing a Representative to Sign Loan Application and Documents
Pertaining to the Public Water Supply Loan Program

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

3. CC 2025-56 Illinois Public Library and Yorkville Public Library Annual Reports

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

PUBLIC WORKS COMMITTEE REPORT:

1. PW 2025-65 Resolution Approving a Change Order to a Contract to Construct a 1,500,000
Gallon Standpipe and Water Main

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. PW 2025-68 Resolution Authorizing the Purchase of a Sewer Vac Truck

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

3. PW 2025-69 Cannonball Estates SSA Plan

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

ADMINISTRATION COMMITTEE REPORT:

1. ADM 2025-27 Resolution Approving the Bid and Purchase of Computers, Docking Stations, and Monitors

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

PLANNING AND ZONING COMMISSION:

1. PZC 2025-07 Project Steel – Prologis (Data Center) – Discussion

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. PZC 2024-08 & EDC 2025-50 Project Cardinal – Pioneer (Data Center) – Discussion

- a. Ordinance Approving a Planned Unit Development Agreement with Pioneer Development, LLC
- b. Ordinance Authorizing the Execution of an Annexation Agreement for Certain Territory Located at the Southwest Corner of Baseline Road and North Bridge Street
- c. Ordinance Approving the Rezoning to the M-2 General Manufacturing Zoning District of Certain Territory Located at the Southwest Corner of Baseline Road and North Bridge Street (State Route 47)
- d. Ordinance Annexing Certain Territory Located at the Southwest Corner of Baseline Road and North Bridge Street to the United City of Yorkville

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

3. PZC 2025-10 & EDC 2025-52 Ordinance Approving the Final Plat of Subdivisions for *Heartland Meadows West*

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

4. PZC 2025-11 & EDC 2025-53 Ordinance Approving the Final Plat of Subdivisions for *Fox Haven Subdivision*

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

MAYOR'S REPORT (CONT'D):

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

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

5. CC 2025-09 Lake Michigan Water Project Update

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
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: Yorkville Police Dept. Illinois Enforcement Accreditation Program (ILEAP) Award

Meeting and Date: City Council – July 22, 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 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 #2

Tracking Number

Agenda Item Summary Memo

Title: Distinguished Service Award Presentation

Meeting and Date: City Council – July 22, 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:

A Distinguished Service Award will be presented to Detective Johnson, Detective Ketchmark,

Detective/School Resource Officer Goldsmith, Trooper Enk, Detective Sergeant Nelson, and

Deputy Chief Mikolasek.



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 #3

Tracking Number

Agenda Item Summary Memo

Title: Parks and Recreation Department – Recognition of July 4th Volunteers

Meeting and Date: City Council – July 22, 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: Tim Evans Parks and Recreation
Name Department

Agenda Item Notes:



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

Agenda Item Number

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – June 24, 2025

Meeting and Date: City Council – July 22, 2025

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jori Behland Administration
Name Department

Agenda Item Notes:

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
HELD IN THE CITY COUNCIL CHAMBERS,
651 PRAIRIE POINTE DRIVE ON
TUESDAY, JUNE 24, 2025**

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

ROLL CALL

City Clerk Behland called the roll.

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

Staff in attendance at City Hall: City Clerk Behland, Chief Jensen, Attorney Orr, Public Works Director Dhuse, Community Development Director Barksdale-Noble, Parks and Recreation Director Evans, Assistant City Administrator Willrett, Economic Development Coordinator Gregory, Economic Development Director Dubajic Kellogg, EEI Engineer Sanderson, and Superintendent of Parks Scott Sleezer.

Staff in attendance electronically: City Administrator Olson and Finance Director Fredrickson.

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

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

<https://us02web.zoom.us/j/83358169051?pwd=cxqiyfVJA71KGCMOyo3FaKoFYVptNt.1>.

The Zoom meeting ID was 833 5816 9051.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

Mayor Purcell has requested that Item #3 on the consent agenda, Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2025 Stormwater Basin Inspections), be moved to the regular agenda under Public Works Committee Report.

PRESENTATIONS

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

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

Data Center Presentation

City Administrator Olson provided a brief update on meeting dates, which was the only change made to the presentation since the last City Council meeting. *(See attached presentation)*

PUBLIC HEARINGS

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

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

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

- 1. Bill Payments for Approval
\$ 417,531.82 (vendors – FY 25)
\$ 3,157,396.97 (vendors – FY 26)
\$ 449,914.18 (payroll period ending 06/06/25)
\$ 4,024,842.97 (total)
- 2. **Resolution 2025-77** Approving an Engineering Agreement with Engineering Enterprises, Inc. (Countryside Lift Station Improvements – Design Engineering) – *authorize the Mayor and Clerk to execute* (PW 2025-61)
- 3. **Resolution 2025-78** Approving a Change Order Relating to the Eldamain Water Main Loop – South – *authorize the Mayor and City Clerk to execute* (PW 2025-63)

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

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

REPORTS

MAYOR’S REPORT

Ordinance 2025-52 **Amending School Transition Fees**
(CC 2025-50)

Mayor Purcell entertained a motion to approve an Ordinance Amending School Transition Fees and authorize the Mayor and City Clerk to Execute. So moved by Alderman Koch; seconded by Alderman Corneils.

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

PUBLIC WORKS COMMITTEE REPORT

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

Alderman Soling made a motion to table this item to the July 15, 2025, Public Works Committee meeting; seconded by Alderman Koch.

Motion unanimously approved via a viva voce vote.

Resolution 2025-79 **Approving a Bid to Construct a 1,500,000 Gallon Standpipe, Related Water Mains, and Other Site Improvements (South Receiving Station Standpipe)**
(PW 2025-50)

Alderman Soling made a motion to approve a Resolution Approving a Bid to Construct a 1,500,000 Gallon Standpipe, Related Water Mains, and Other Site Improvements (South Receiving Station Standpipe) and authorize the Mayor and City Clerk to execute; seconded by Alderman Corneils.

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

Resolution 2025-80

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

Alderman Soling made a motion to approve a Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (South Receiving Station Standpipe – Construction) and authorize the Mayor and City Clerk to execute; seconded by Alderman Plocher.

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

Resolution 2025-81

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

Alderman Soling made a motion to approve a Resolution Approving the Release of a Performance Guarantee Bond Related to Ashley Pointe (Prestwick) Subdivision, contingent upon the transfer of property to the United City of Yorkville and authorize the Mayor and City Clerk to execute; seconded by Alderman Koch.

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

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

Independence Day Celebration

Parks and Recreation Director Evans reported that the Independence Day Celebration will take place on Friday, July 4, 2025. The parade will begin at 9:00 am at Yorkville High School and end at Town Square Park. Fireworks will begin at dusk and will be shot off near the corner of Route 47 and Countryside Parkway.

FORE! Yorkville Golf Outing

Parks and Recreation Director Evans thanked everyone who participated and helped at the FORE! Yorkville Golf Outing. He shared that it was a great day.

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

Mayor Purcell entertained a motion to approve a Resolution Authorizing the Purchase of Playground Equipment from Playcraft Systems in an Amount Not to Exceed \$104,150.25 (Cannonball Ridge Park) and authorize the Mayor and City Clerk to execute. So moved by Alderman Soling; seconded by Alderman Koch.

Alderman Funkhouser expressed his belief that the color palette chosen by the Park Board does not match the neighborhood. He recommends switching to the second option in the packet. Alderman Soling mentions that the bright colors attract children. Alderman Funkhouser added that he can provide studies comparing bright colors to cool, calming colors. Alderman Koch asked for Alderman Marek's opinion, since it is his ward as well. Alderman Marek shared that his family makes a point to visit all of the city's parks. He said his kids have never enjoyed any park more than others in terms of color. He thinks parks are starting to lean toward brighter designs, but doesn't have a strong opinion either way.

Alderman Funkhouser made a motion to amend the playground equipment purchase to option #2 as presented in the packet materials; seconded by Alderman Corneils.

Motion to amend approved by a roll call vote. Ayes-4 Nays-1 Present-2
Marek-present, Hyett-aye, Koch-aye, Plocher-present,
Funkhouser-aye, Corneils-aye, Soling-nay

Main motion with amendment fails by a roll call vote. Aye-2 Nays-3 Present-2
Hyett-nay, Koch-nay, Plocher-present, Funkhouser-aye,
Corneils-aye, Soling-nay, Marek-present

PLANNING AND ZONING COMMISSION

Ordinance 2025-53

**Approving an Amendment to the Yorkville
Unified Development Ordinance
Regarding Energy Industrial Uses
(PZC 2025-05)**

Mayor Purcell entertained a motion to approve an Ordinance Approving an Amendment to the Yorkville Unified Development Ordinance Regarding Energy Industrial Uses and authorize the Mayor and City Clerk to execute. So moved by Alderman Corneils; seconded by Alderman Koch.

Community Development Director Barksdale Noble explained at the last meeting that there was a request to revise two parts of the text amendment. Staff had previously recommended a building-to-building separation, meaning a data structure from one building to another, in a residential or commercial context. The request was to measure the distance from the structure to the residential or commercial lot line. After comparing the staff's previous recommendation with the new suggestion of measuring from the structure to the residential or commercial lot line, the staff continues to recommend the structure-to-structure approach. The second component involved fencing standards, which aimed to prohibit the use of chain-link and barbed wire fencing around the entire property. There was also a recommendation to add a new fencing material option of a rigid material, which staff does not oppose. However, staff does not recommend prohibiting chain-link or barbed wire fencing around substations, as developers cannot control fencing around substations once easements are granted to ComEd. Mayor Purcell requested clarification on whether the exterior fencing would be of higher quality, based on the proposed language, which was confirmed. Mayor Purcell then took a head count on both changes and moved forward with the main motion without any amendments.

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

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

No report.

STAFF REPORT

No report.

MAYOR'S REPORT (cont'd)

**Public Works and Parks Department
Facility Update
(CC 2025-08)**

No report.

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

Ordinance 2025-54

**b. Amending Water Service
Rates and Charges**

Mayor Purcell entertained a motion to approve an Ordinance Amending Water Service Rates and Charges and authorize the Mayor and City Clerk to execute. So moved by Alderman Plocher; seconded by Alderman Soling.

Alderman Funkhouser mentioned that the Council has been discussing rate increases for over ten years. The City is currently paying on bonds and will soon be paying on new bonds as well. He emphasized that this is necessary and unrelated to the data centers.

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

ADDITIONAL BUSINESS

None.

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

None.

ADJOURNMENT

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 8:39 p.m.

Minutes submitted by:

Jori Behland,
City Clerk, City of Yorkville, Illinois

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UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

CITY COUNCIL MEETING
PUBLIC HEARING

651 Prairie Pointe
Yorkville, Illinois

Tuesday, June 24, 2025

7:00 p.m.

1 PRESENT: (In-person and via Zoom)

2 Mr. John Purcell, Mayor;

3 Mr. Ken Koch, Alderman;

4 Mr. Craig Soling, Alderman;

5 Mr. Arden Joe Plocher, Alderman;

6 Mr. Chris Funkhouser, Alderman;

7 Mr. Matt Marek, Alderman;

8 Mr. Rusty Hyett, Alderman;

9 Mr. Rusty Corneils, Alderman.

10 ALSO PRESENT:

11 Mr. Bart Olson, City Administrator;

12 Ms. Jori Behland, City Clerk;

13 Ms. Erin Willrett, Assistant City

14 Administrator;

15 Mr. Rob Fredrickson, Finance Director;

16 Mr. Eric Dhuse, Public Works Director;

17 Mr. James Jensen, Chief of Police;

18 Mr. Tim Evans, Parks and Recreation

19 Director;

20 Ms. Krysti Barksdale-Noble, Community

21 Development Director;

22 Mr. Brad Sanderson, City Engineer.

1 APPEARANCES:

2 OTTOSEN, DiNOLFO, HASENBALG & CASTALDO,
3 LTD.

4 BY: MS. KATHLEEN FIELD ORR
1804 North Naper Boulevard, Suite 350
Naperville, Illinois 60563
5 (630) 682-0085

6 appeared on behalf of the United City of
Yorkville;

7 ANCEL, GLINK, P.C.

8 BY: MR. KURT S. ASPROOTH
140 South Dearborn Street, Suite 600
Chicago, Illinois 60603
9 (312) 604-9139

10 appeared on behalf of the Petitioner,
11 Project Steel-Prologis.

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23 REPORTED BY: Christine M. Vitosh

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

I N D E X

WITNESS:	PAGE
J.C. WITT	7
KURT S. ASPROOTH	9
KATIE FRASER	15
CHUCK OVERFRANK	32
WALT STAGNER	35
JOHN ROSE	37

- - - - -

1 (WHEREUPON, the following
2 proceedings were had in public
3 hearing, commencing at 7:16 p.m.
4 as follows:)

5 MAYOR PURCELL: 7:16. I will open the
6 public hearing for the Project Steel-Prologis
7 Data Center annexation agreement. So the public
8 hearing is now open.

9 Were we going to have somebody do a
10 presentation or talk a little? What's -- Krysti,
11 tell me, please.

12 MS. NOBLE: The petitioner is here to do
13 their presentation. If you like I can do a --

14 MAYOR PURCELL: Why don't you start with
15 whatever and then turn it over to them, and
16 just -- the only thing we ask, you probably know
17 this, but when you get up there, just please
18 state your name for the record.

19 MS. NOBLE: So the petitioner is
20 Prologis and they are seeking to annex 16
21 parcels totaling about 540 acres to the City of
22 Yorkville for a master plan high tech data center
23 campus.

24 In addition to annexation, the

1 petitioner, as Bart mentioned, is going to
2 request rezoning to the M-2 District, looking for
3 a special use for a planned unit development and
4 approval of a preliminary PUD plan.

5 Tonight's meeting, the data center
6 campus plan, has been revised from the initial
7 one presented. The revised plan shows a phased
8 development plan of 18 two-story buildings
9 totaling about 6.8 million square feet.

10 The petitioner is here tonight to
11 overview their project, and we can also talk
12 about the draft annexation agreement, which is
13 attached to the packet as well.

14 MAYOR PURCELL: Krysti?

15 MS. NOBLE: Yes.

16 MAYOR PURCELL: How many square feet did
17 you say?

18 MS. NOBLE: 6.8 million square feet.

19 MAYOR PURCELL: With all the buildings?

20 MS. NOBLE: Correct.

21 MAYOR PURCELL: Thank you very much.

22 Okay.

23 Please step up there. We run this a
24 little informal, where you give your

1 presentation, we are going to ask questions,
2 sometimes members of the public might have
3 questions. If you are able to answer those, go
4 ahead. Okay?

5 MR. WITT: Perfect.

6 MAYOR PURCELL: Thank you.

7 J.C. WITT,
8 testified before the City Council as follows:

9 MR. WITT: Good evening, and thank you
10 for the time. My name is J.C. Witt. I run
11 investments for Prologis in the greater Chicago
12 area around data centers, and I am here today to
13 give a little intro on who Prologis is, and I am
14 joined by Clare Chandler, and then Katie Fraser
15 is also dialed in here.

16 So Prologis is a company, global
17 real estate company we like to say with local
18 presence. We own about 1.3 billion square feet
19 of industrial and data center space across the
20 globe.

21 We have been building data centers
22 since 1999 and we have currently about 30 data
23 centers in our portfolio across the United
24 States.

1 We have a pipeline of about -- that
2 number is a little outdated, but two and a half
3 billion in data centers right now that are under
4 construction to add to our portfolio, and A rated
5 company, been around for the better part of
6 40 years doing construction, owning it and
7 leasing it to tenants.

8 We have a local presence in the
9 greater Chicago area that -- in that bottom I 55
10 number is wrong, we had a fat finger there with
11 an extra three, but we have an aggregate total
12 inventory of about 83,000,000 square feet of
13 predominantly industrial with a sprinkling of
14 data center, mainly around the O'Hare Airport
15 submarket.

16 We are an active member in all the
17 communities we invest in. We have active
18 volunteering for Toys for Tots, Boy Scouts for
19 America. We do have an impact day every year.

20 And this is a picture from us doing
21 a feed at the food bank in the greater Chicago
22 area, and I'll pass it over to here to Kurt to
23 get into some of the details of the project.

24 MAYOR PURCELL: Thank you very much.

1 KURT S. ASPROOTH,
2 testified before the City Council as follows:

3 MR. ASPROOTH: Thanks J.C. My name is
4 Kurt Asprooth, I am an attorney with the law firm
5 of Ancel, Glink, I represent Prologis, and we are
6 excited to be here tonight to introduce Project
7 Steel.

8 We are going to give kind of just a
9 very high level overview; obviously this is kind
10 of the start of our process. As we've heard,
11 there's going to be several more hearings as we
12 go through here.

13 Try not to be too redundant. The
14 staff memo, your packet, is very comprehensive as
15 well. I won't try to cover all of that here in
16 this kind of high level overview.

17 So the property in question is about
18 540 acres, it's highlighted in orange on this
19 slide here, generally bounded by Galena Road on
20 the north, Corneils Road on the south and
21 Eldamain on the west.

22 Currently the property is generally
23 farmland. It's bisected by ComEd transmission
24 lines that feed into that subsection there south

1 of Corneils Road, which is highlighted in blue.

2 So for the overall site plan,
3 Prologis is proposing 18 data center buildings;
4 build this in three phases, six buildings for
5 each phase. Each phase will have its own
6 electrical substation.

7 Each phase is also going to be
8 independent, it's going to have its own public
9 improvements, retention ponds, roads and things
10 of that nature.

11 To deliver this value, this level of
12 investment in the City of Yorkville, United City
13 of Yorkville here, we are seeking to annex all of
14 that property into the center.

15 As was mentioned, we are seeking to
16 rezone that to the M-2 district, along with a
17 planned unit development and a preliminary plan
18 as well.

19 So generally we believe this is
20 consistent with the City's Comprehensive Plan.
21 This whole corridor along Eldamain has been
22 designated as kind of an industrial M-2 corridor
23 here, and as Council has heard from other
24 presentations, there is other data center

1 interest in this same area with the Project
2 Cardinal project to the north and CyrusOne
3 project to the south, so this kind of fits in
4 with that general corridor along Eldamain here
5 that is developing as kind of a data center
6 corridor overall.

7 This is kind of the first elevation
8 here, just kind of a conceptual rendering of what
9 that campus is going to look like. Each data
10 center building would be two stories tall between
11 60 and 70 feet in height.

12 They are primarily going to be
13 used -- built using concrete, tilt-up concrete
14 panels, metal panels, materials that are very
15 consistent in data centers across the country.

16 There is going to be some
17 enhancements along some of those frontages there,
18 and Eldamain, Corneils Road, to make sure that we
19 are complying with the City's enhanced -- I
20 believe it's the gateway area there, so that we
21 make sure this looks nice for those important
22 rights-of-way that the city has along this area.

23 You can see there's also going to be
24 internal access drives for each building, along

1 with some equipment yards adjacent to the
2 building, and then we'll have rooftop mechanical
3 on the east that's going to be fully screened
4 there to the full height.

5 This is just another elevation, it's
6 going to show what the proposed data center
7 buildings would look like from kind of eye level
8 here. You can see we are going to have
9 landscaping around the outside of the building
10 and through the parking areas.

11 The goal here is to make sure that
12 this looks attractive if anybody is going to be
13 looking at it from any of those roads. We are
14 really committed to making this kind of an
15 architecturally and aesthetically pleasing
16 development.

17 That's kind of a high level
18 overview. We are certainly happy to answer any
19 questions. Look forward to any feedback from the
20 Council. We look forward to working with --
21 continuing to work with the City on this project.

22 MAYOR PURCELL: Thank you. Anyone else
23 from your group have anything to offer?

24 MR. ASPROOTH: That's all we have.

1 MAYOR PURCELL: Okay. Questions,
2 comments, from the Council? Mr. Funkhouser?

3 ALDERMAN FUNKHOUSER: Why are you
4 looking at me?

5 MAYOR PURCELL: Well, you looked at me.

6 ALDERMAN FUNKHOUSER: Just a couple of
7 quick questions. So I note that the -- part of
8 Beecher is being --

9 MAYOR PURCELL: Make sure you talk into
10 the mic, please.

11 ALDERMAN FUNKHOUSER: Part of Beecher is
12 being vacated per your plan, you are looking to
13 have Beecher on the far east side of the
14 property.

15 That's the only road that you would
16 have that is part of our comprehensive planning
17 of transportation connecting this corridor, is
18 the realigned Beecher Road.

19 Is that -- Would that be fully
20 approved by the plan with the realignment that's
21 being proposed?

22 MR. ASPROOTH: Yes.

23 ALDERMAN FUNKHOUSER: Okay. And then we
24 have imposed hundred foot landscape buffers

1 around perimeters of other developments that have
2 come in for data centers.

3 It doesn't appear that there is a
4 hundred foot, maybe 60-foot buffer, around
5 perimeters.

6 Would you be looking at doing the
7 hundred foot as has been imposed on the other
8 projects as well?

9 MR. WITT: Yes, Chris. I haven't looked
10 at it in detail, but yes, we would be fine with
11 being in align with the other projects that have
12 been --

13 MAYOR PURCELL: So can I ask a question?
14 If you are going to answer, could you step to the
15 mic, please?

16 MR. ASPROOTH: Sorry.

17 MR. WITT: Sorry.

18 MAYOR PURCELL: Sorry, just want to make
19 sure.

20 MR. ASPROOTH: Of course. Of course.

21 MAYOR PURCELL: The attorney
22 understands.

23 MR. WITT: Yes. So to your question,
24 yeah, our idea would be to be in line with the

1 other projects that have been approved. I
2 couldn't tell you in detail looking at the plan
3 where specifically you are saying we are inside
4 the hundred feet, but we can look at those
5 specific areas.

6 ALDERMAN FUNKHOUSER: So the perimeter
7 berming, landscape and hundred foot, you would
8 look to --

9 MR. WITT: Yes.

10 ALDERMAN FUNKHOUSER: And staff would
11 work with you. Okay.

12 And then issues of building height.
13 The restriction within the 1500 foot of
14 residential, the 70 foot, you are good being
15 compliant, or will be compliant with that, or is
16 that an issue for you moving forward?

17 MR. WITT: I am -- Katie, I know you are
18 on the phone. I know you have been more in the
19 weeds on that. Do you mind?

20 KATIE FRASER,
21 testified before the City Council as follows:

22 MS. FRASER: Yes. And to answer the
23 first -- to reiterate the first question on
24 landscaping, we have the hundred foot buffer and

1 we are more than happy to provide that, and for
2 what would be -- what was the next one? The
3 building height. So yeah, for the building
4 height, for all mechanical equipment, all 70 feet
5 that's been requested by City staff.

6 ALDERMAN FUNKHOUSER: And then your
7 buildings, are you primarily using air-cooled
8 technology, or what is the type of methodology
9 you are using for that?

10 MR. WITT: Yeah, great question, and I
11 know there was some preliminary questions, too,
12 about there being an end customer, and so I would
13 think both of those are linked.

14 The way we -- the way we think these
15 projects are most successful is kind of creating
16 a site plan and a design that is most flexible to
17 those customers to come in and create kind of
18 what they have and their specific design needs,
19 and so at this point in time, the actual cooling
20 design has not been finalized for the buildings,
21 and that gets kind of more refined as we move
22 further along in the process and we get a lot
23 more closer feedback to some of those end use
24 customers.

1 ALDERMAN FUNKHOUSER: And that's a good
2 point you have made, is you are not the end user,
3 you are basically just a landlord to say for the
4 users that are going to be leasing your space
5 within the buildings.

6 MR. WITT: That's correct. Yep, yep.
7 Just like all of our industrial, we will buy the
8 land, build the building, and building the
9 building could come all the way down to the
10 server rack on these data centers, and then we
11 will lease that to these users for long-term
12 leases and stay on as the owner.

13 ALDERMAN FUNKHOUSER: And for this site,
14 as I look at it, I do think it is a very dense
15 site for the amount of buildings, amount of
16 square footage, on this one.

17 Looking at the access, the private
18 drives that are through this, have you had
19 conversations with the fire department, or does
20 the staff know, have we had those conversations,
21 are they comfortable with building separation,
22 drive access, et cetera, even through the private
23 facilities?

24 MS. NOBLE: We have. They were part of

1 a planning council review and they had not
2 expressed any concerns.

3 ALDERMAN FUNKHOUSER: That's it for now.

4 MAYOR PURCELL: I want to follow up if I
5 could. The question regarding the cooling
6 systems, are we including in our ordinance that
7 they should be air cooled versus water cooled?

8 MS. NOBLE: No, we do not have a
9 requirement from the land planning aspect on the
10 technology of air cooled versus water cooled.

11 Brad can talk to you more from the
12 engineering perspective.

13 MR. SANDERSON: It's our understanding
14 that a lower intensity water use is being
15 presented, so the exact technology probably is
16 still to be determined, but it's not a water
17 intensive cooling system that's being proposed,
18 and I believe it will be in one of the
19 agreements, but perhaps not in the annexation
20 agreement.

21 MR. WITT: Yes, I can make a comment on
22 that.

23 MAYOR PURCELL: Please.

24 MR. WITT: So throwing air cooled and

1 water cooled around kind of is a very broad brush
2 statement for the cooling system.

3 So I could say we're doing water
4 cooling here, we would actually be using less --
5 we could be using less water than an air cooled
6 system because they have closed loop water
7 systems where it stays in one loop and doesn't
8 evaporate at all, where the air cooled systems
9 use some evaporation, so it just -- they all
10 depend on the specifics of those buildings and
11 the design, but to Brad's point, we are going to
12 work within the confines of the actual water
13 availability, and it's not a heavy water usage.

14 MAYOR PURCELL: Okay. Well --

15 ALDERMAN FUNKHOUSER: That would
16 clarify. My intent was it's a lesser intense
17 water use.

18 MR. WITT: Yes, yes.

19 ALDERMAN KOCH: And is that water in the
20 cooling or is that a glycol-type thing?

21 MAYOR PURCELL: Ken, talk into your mic,
22 please.

23 ALDERMAN KOCH: Is that a glycol-type
24 system or is it water, purely water?

1 MR. WITT: Just purely water, yep.

2 MAYOR PURCELL: Okay.

3 MR. WITT: It gets treated for
4 demineralization, but it's just water.

5 MAYOR PURCELL: Okay. Thank you on
6 that. And then, Chris, you -- and I am not
7 trying to pick a battle here, but you said you
8 thought it was an intense -- not for the water,
9 but just a higher density or more square footage?

10 I did 6.8 million on whatever my
11 math is, 23 and a half million square feet. Is
12 that what 540 acres is, 23 and a half million, is
13 it 43 540 per acre? Yeah, so I mean that's -- I
14 don't know, that doesn't seem real --

15 ALDERMAN FUNKHOUSER: I'm just looking
16 at, you know, the other two data centers that
17 have brought plans forward and the percentage of
18 open space that is on those two plans.

19 This one doesn't have -- If you just
20 take the square footage, it's not an actual
21 apples to apples because that's gross square
22 footage, that's not your actual land square
23 footage that you are taking up, so that's kind of
24 a hard number to just take that 6.7 mil -- or

1 6.8 --

2 MAYOR PURCELL: Eight.

3 ALDERMAN FUNKHOUSER: -- million and
4 then the 17 million, you have to take the actual
5 open space.

6 MAYOR PURCELL: Okay.

7 ALDERMAN FUNKHOUSER: And just looking
8 at -- So that's where your number -- I understand
9 where you are coming from --

10 MAYOR PURCELL: Yeah.

11 ALDERMAN FUNKHOUSER: -- just taking the
12 square footage of the buildings, but it's the
13 footprint on the site.

14 MAYOR PURCELL: Okay.

15 ALDERMAN FUNKHOUSER: I am looking at
16 impervious to pervious types of uses on the site.

17 MAYOR PURCELL: Okay. Thank you. Other
18 Aldermen have questions?

19 (No response.)

20 MAYOR PURCELL: I have a couple more.
21 Do you have a decommissioning plan?

22 MR. WITT: Not at this time, but we will
23 as part of the process.

24 MAYOR PURCELL: Okay. I brought this up

1 at the previous hearing, I know you weren't
2 necessarily here, maybe you were paying
3 attention, maybe you weren't, doesn't really
4 matter, but I asked the same question there.

5 I just think that as the technology
6 changes, no different way than the way solar
7 fields have decommissioning plans, I think it's
8 important, so I appreciate that.

9 What do you plan on doing if this is
10 not built out here in 15 or 20 years?

11 MR. WITT: If the -- Like if we only
12 built out part of the --

13 MAYOR PURCELL: Yeah, let's say you
14 built out a third of it. As the technology
15 changes, you know, all the time.

16 MR. WITT: So I don't -- So we hear this
17 a lot, technology changing. I think that the --
18 what the core value here is the -- is the
19 existing power infrastructure, which isn't going
20 to change.

21 You know, there could be a world, to
22 your point, that you don't need as many buildings
23 to utilize the same amount of power, and in that
24 case, to Chris's question, you would want to say

1 have just a less dense site, but in our world,
2 like when we're actually leasing these buildings,
3 we are doing it kind of on a power perspective,
4 not necessarily on a building square foot
5 perspective, so we're getting to kind of similar
6 economics by utilizing that power, maybe not
7 utilizing the whole footprint.

8 MAYOR PURCELL: Okay. But -- go ahead.

9 MR. WITT: Maybe to answer the question,
10 another question, we don't have an alternate use
11 for the site.

12 MAYOR PURCELL: Okay.

13 MR. WITT: Yeah.

14 MAYOR PURCELL: Okay. If you didn't
15 fill it out in 20 years, would you consider
16 donating the remainder of the land to the city?

17 MR. WITT: Yeah, I think if we utilize
18 all the power and then there is excess -- excess
19 land, I think that's definitely something we
20 could look into.

21 MAYOR PURCELL: Okay. I don't know that
22 I will be here. You will probably be doing this,
23 you look pretty young, but I don't know that I
24 will be here.

1 MR. WITT: Yeah.

2 MAYOR PURCELL: But okay. And then I
3 think maybe Bart has asked this of you, but I
4 would strongly, strongly encourage that your
5 first phase be in the Yorkville School District.

6 I think that would be more favorably
7 received by myself, I can't speak for the
8 Aldermen, but definitely by myself and my
9 community, so just keep that in the back of your
10 minds, please.

11 And then any -- maybe you're not
12 public with this or not, but if this were fully
13 built out, what kind of dollar value do you put
14 on this project?

15 MR. WITT: It's in the billions, and it
16 depends on what you are measuring. So the users
17 themselves are probably going to be investing,
18 you know, it could be upwards of a billion per
19 building depending on what they are putting in
20 the building, so --

21 MAYOR PURCELL: Okay.

22 MR. WITT: -- it's a sizable number.

23 MAYOR PURCELL: Okay.

24 MR. WITT: And we will get -- again, as

1 we refine this and get closer, we will give you
2 all some estimates on tax projections, too.

3 MAYOR PURCELL: Okay. So you don't have
4 those yet then?

5 MR. WITT: I don't. No, we don't.

6 MAYOR PURCELL: Okay. For the property
7 taxes, and also will you have them for your
8 projected utility taxes, too?

9 MR. WITT: Yes.

10 MAYOR PURCELL: Okay.

11 MR. WITT: Yeah, we can include that,
12 yeah.

13 MAYOR PURCELL: Okay. And when did --
14 You said three phases. When would you expect
15 construction to begin on the first phase?

16 MR. WITT: About two years.

17 MAYOR PURCELL: About two years from
18 approval?

19 MR. WITT: Yeah.

20 MAYOR PURCELL: And what is it, a
21 two-year process?

22 MR. WITT: It's not as much a two-year
23 process, it's about a two-year lead time to get
24 the equipment to actually be installing.

1 Most of the equipment you're going
2 to install, first of all, the electrical
3 equipment and getting an interconnection with
4 ComEd, and so that's going to drive a lot of the
5 process.

6 We don't want to -- you don't want
7 to do any site mass grading and have erosion
8 issues when you are not going to use it for, you
9 know, a year or so after, and so you want to make
10 sure that's lined up with when you're actually
11 going to land the energization of the on-site
12 substation and, therefore, the buildings.

13 MAYOR PURCELL: Okay. And then once you
14 start the -- So if -- let's say this gets
15 approved January 1, if it gets approved, I know
16 we have some things to discuss still, from then
17 it's two years before you start construction?

18 MR. WITT: Before you -- yeah, before
19 you have trucks out there doing a lot of mass
20 grading, yeah.

21 MAYOR PURCELL: And then from the point
22 you start construction, approximately how long
23 until one of these facilities would be open?

24 MR. WITT: Year, 18 months. 18, 20

1 months, yeah.

2 MAYOR PURCELL: Okay. So four years
3 out, something like that?

4 MR. WITT: Yeah. Yeah.

5 MAYOR PURCELL: Okay. And this was
6 asked at the last meeting, and I don't understand
7 the rules with the state, but one of the members
8 I think on Zoom asked do you work with organized
9 labor on this and the unions, do you get some
10 type of agreement with them?

11 MR. WITT: It's a good question. I
12 don't know the answer to that. I can get that
13 for you.

14 MAYOR PURCELL: Okay. Because I have
15 been asked that several times. We've got some
16 good union people in the area --

17 MR. WITT: Yeah.

18 MAYOR PURCELL: -- a lot right here in
19 the community --

20 MR. WITT: Yeah.

21 MAYOR PURCELL: They're -- some of them
22 are actually looking forward to working on these
23 projects --

24 MR. WITT: Yeah.

1 MAYOR PURCELL: -- so I'd like to make
2 sure. Okay.

3 MR. WITT: So all of our work -- To my
4 knowledge, all of our work existing in the
5 greater Chicago area has had union labor on the
6 projects, so --

7 MAYOR PURCELL: Okay. That's -- That's
8 fantastic.

9 MR. WITT: But I will get that answer
10 for you. I don't know.

11 MAYOR PURCELL: No, I appreciate it. I
12 just -- These are things I hear from the public
13 and I ask.

14 And then the other thing that is
15 important to me and I guess, therefore, the city
16 as well, we have a real challenge with our school
17 system, and it's a positive thing, our schools
18 are growing because the community is growing, and
19 I would rather be growing than dying like
20 Chicago, for example, but with growth comes the
21 need for future buildings and expansions, so I
22 would like you to consider having a negotiation
23 with the school district, and we would like to be
24 involved with those conversations and have you

1 write an upfront check to the school district to
2 help pay for their building expansions.

3 MR. WITT: Okay. Understood.

4 MAYOR PURCELL: So it's very important
5 to me. I cannot express that enough.

6 I have been here my whole life, I've
7 seen this before, where the town grows and there
8 is need for schools, and I want the school system
9 to be able to get it right, and I think this is
10 an opportunity for you. You talk about how you
11 give back to the community, this is a great
12 opportunity.

13 MR. WITT: Yeah.

14 MAYOR PURCELL: So, Aldermen, any
15 Aldermen have other questions?

16 (No response.)

17 MAYOR PURCELL: Okay. I am going to
18 open it up to anyone in the public. First anyone
19 here in the meeting, anyone have any questions?
20 If you do, please step forward to the microphone
21 and ask away.

22 (No response.)

23 MAYOR PURCELL: Nobody here at the
24 meeting?

1 (No response.)

2 MAYOR PURCELL: Okay. How about -- Oh,
3 Mr. Koch.

4 ALDERMAN KOCH: Just one more. So the
5 process, once it's approved from us, what do you
6 factor for getting the agreement with ComEd?

7 MR. WITT: Yeah, good question. We are
8 in -- ComEd is doing cluster studies now to
9 organize some of their approval process. We are
10 in the third cluster with them. We have been in
11 that cluster for the better part of like three,
12 four months now.

13 We expect an initial feedback from
14 them at the -- in the fall, so October-ish
15 timeline, and they are going to give us more
16 directive at that time as to what's -- what the
17 next milestone timeline is going to be.

18 ALDERMAN KOCH: So for my education
19 then, is each data center project like on its own
20 or are they all in that same kind of cluster?

21 MR. WITT: The way they're doing it is
22 they are doing -- they are grouping them by
23 clusters of area, because they are looking at
24 grade improvements for how they impact each

1 other, because it doesn't make a whole lot of
2 sense to look at one when one is happening right
3 next door and you are not reviewing that in your
4 grade improvement, so they are clustering them
5 together and looking at all those and how they
6 impact the grid and what the cost is going to be
7 per project to get them up and running.

8 ALDERMAN KOCH: Thank you.

9 MAYOR PURCELL: Other questions from
10 Aldermen?

11 (No response.)

12 MAYOR PURCELL: Craig, did you have
13 something? Please.

14 ALDERMAN SOLING: As far as your water
15 discharge goes to the sanitary district, I asked
16 the question last time, too, and I just want to
17 reiterate, there is no heavy metals, there is no
18 glycol, there is no -- nothing that neighbors
19 really need to be concerned about, correct?

20 MR. WITT: No. No.

21 ALDERMAN SOLING: And do you have an
22 idea of what your discharge is per building
23 roughly?

24 MR. WITT: I don't have that number in

1 front of me. Katie, I know you are in the front,
2 I don't know if you maybe have that number.

3 MS. FRASER: No, I don't have that handy
4 at the moment, but we can get back to you on that
5 and get a more final answer.

6 ALDERMAN SOLING: Thank you.

7 MAYOR PURCELL: Thank you, Craig. I'm
8 just looking over my notes here.

9 Are there any questions from anyone
10 on Zoom?

11 (No response.)

12 MAYOR PURCELL: No? Any other Aldermen?
13 I have another question, but any other Aldermen
14 have questions?

15 ALDERMAN KOCH: John.

16 MAYOR PURCELL: Oh, I'm sorry. Please
17 step to the microphone. I'm sorry, I didn't see
18 you there.

19 MR. OVERFRANK: Sorry, I was just
20 thinking about this.

21 MAYOR PURCELL: That's what I'm doing,
22 too. I'm thinking as we're going.

23 CHUCK OVERFRANK,
24 testified before the City Council as follows:

1 MR. OVERFRANK: Chuck Overfrank
2 (phonetic), I'm a resident of Yorkville. I was
3 curious, in one of the pictures, it looks like
4 you might have a battery storage system; is that
5 correct?

6 MR. WITT: I can answer that. No
7 battery storage system. What you might have seen
8 is a contained generator unit, looks kind of like
9 a battery from afar, but it's actually a
10 contained -- enclosure around a generator.

11 MR. OVERFRANK: There is a series of --

12 MR. WITT: Yep, there is a series of
13 those generators running alongside the building,
14 yeah. No batteries.

15 ALDERMEN KOCH: Couple more.

16 MAYOR PURCELL: Go ahead.

17 ALDERMAN KOCH: So to follow up on that,
18 so as technology gets better, if the battery
19 systems would become, you know, a good thing to
20 have, would you guys be able to add them to
21 these, or is once your project is built, it's not
22 really possible?

23 MR. WITT: You mean for the backup
24 generation?

1 ALDERMAN KOCH: Yeah, if you want to put
2 some sort of battery system in.

3 MR. WITT: Yeah, you could. You could
4 easily switch out those generators. I mean, the
5 area they sit in, you could easily take out those
6 bays for a battery unit.

7 The battery technology is pretty far
8 off from what they would need for a long-term
9 viability of generation at this point. I mean,
10 those generators will last you about three days;
11 if you have a battery the same size it will last
12 you about an hour, so I mean, it's a pretty big
13 gap right now.

14 ALDERMAN KOCH: No, I knew that --

15 MR. WITT: Yeah.

16 ALDERMAN KOCH: -- I'm just wondering,
17 because going forward I think you might see --

18 MR. WITT: Hopefully.

19 ALDERMAN KOCH: -- a lot of research and
20 development into that.

21 MR. WITT: Yeah.

22 ALDERMAN SOLING: One more at the end of
23 that, are those diesel generators or are they
24 natural gas?

1 MR. WITT: Yes, they are diesel. Yes.

2 MAYOR PURCELL: Other questions?

3 (No response.)

4 MAYOR PURCELL: So I have a couple more.

5 Oh. Step forward, please, to the microphone,
6 and, again, just state your name and ask the
7 question.

8 WALT STAGNER,
9 testified before the City Council as follows:

10 MR. STAGNER: My name is Walt Stagner.
11 I live here in Yorkville. I've got a couple
12 questions.

13 Will these buildings, the data
14 centers, be isolated somehow from the power grid?
15 How does the power grid that these buildings use
16 interface to everything else? And what happens
17 if the grid goes down, do these buildings go
18 down, too, or are you on a separate power
19 situation?

20 MR. WITT: Good question. So the
21 buildings are connected to the grid and then the
22 diesel generators that we were discussing a
23 minute ago would be what would come in place if
24 the grid goes down.

1 MR. STAGNER: And how long -- okay. So
2 I guess that was sort of asked before. So it
3 would run either until you run out of fuel, is
4 that how that works?

5 MR. WITT: Ideally the grid would come
6 on before that, but you would then have a
7 refueling event if it wasn't coming on within a
8 three-day period.

9 MR. STAGNER: And maybe I missed
10 something, but does the City get to know who the
11 people are that are renting the space?

12 MR. WITT: Yes, they will. Yes.

13 MR. STAGNER: Because I've interfaced
14 with some of the people that have done the data
15 centers in DeKalb, and I'm not sure that that's
16 common knowledge among the people that live
17 there, who is actually occupying the data
18 centers, for example, besides Facebook.

19 MR. WITT: You mean who is --

20 MR. STAGNER: Who the tenants are that
21 actually have the equipment inside the data
22 centers.

23 MR. WITT: Yes, the City will know who
24 that is.

1 MR. STAGNER: Thank you.

2 MR. WITT: Yep.

3 MAYOR PURCELL: Other questions from the
4 public?

5 (No response.)

6 MAYOR PURCELL: Well, I'll ask a couple
7 others and -- yep. Go ahead. Yeah, I will ask a
8 couple others, so if you think of some others,
9 that's what we are here for.

10 MR. ROSE: The residents of Kylyn's
11 Ridge, which is the subdivision Chris knows well,
12 it's going to sit up against some of these
13 properties. Curious about --

14 MAYOR PURCELL: Could you state your
15 name, please?

16 MR. ROSE: John Rose (phonetic).

17 MAYOR PURCELL: Thank you.

18 JOHN ROSE,
19 testified before the City Council as follows:

20 MR. ROSE: Concerned about Daniels
21 North, Daniels South, Kelaka, Hamman-Kelaka,
22 basically all the plots around the Rob Roy farm,
23 and questions about Faxon Road, it's not built
24 heavily enough to support truck traffic.

1 We get a lot of trucks down High
2 Ridge through Kylyn's Ridge, also not suitable
3 for truck traffic, but we see a lot of it, and we
4 are wondering how much will the traffic increase,
5 what will be the nature of the traffic, and what
6 should we expect in terms of when these might be
7 built out.

8 MR. WITT: Yeah.

9 MAYOR PURCELL: So just a couple of
10 things. First of all, the Council recently
11 passed restrictions on truck traffic, I think it
12 was last meeting, was it, or two meetings ago?

13 MR. DHUSE: Yes.

14 MAYOR PURCELL: For some of those roads
15 you mentioned. The second thing is he can
16 address traffic issues related to the Project
17 Steel.

18 Those other issues, if they're not
19 related directly to this project, this is a
20 public hearing for that project, but we have
21 addressed -- to answer your question, we have
22 passed just very recently restrictions on truck
23 traffic through the subdivision.

24 MR. ROSE: And there was also a question

1 about staffing and how many employees would be
2 using those roads as well.

3 MR. WITT: Yep. Yes. So good
4 questions. We will work with the City on what we
5 describe -- and might have a different name, but
6 we described it as a construction routing plan
7 intentionally around that to make sure that the
8 construction routing for the site makes sense for
9 the surrounding community and wherever we are
10 bringing in trucks. That's -- the construction
11 routing is really where any traffic happens.

12 The positive of these buildings are
13 that they are large revenue for the City with
14 very little impact on services to the community,
15 especially, you know, revenue for the school
16 district without any kids going into the schools,
17 and then, again, improvements of off-site without
18 very little traffic around.

19 I mean, you have -- at any one point
20 you might have only a hundred employees when this
21 is fully built out on the site, so very minimal,
22 minimal employee traffic.

23 ALDERMAN KOCH: And how --

24 MAYOR PURCELL: Just one thing to follow

1 up on that. For this one specific, and I can say
2 for others, if and when they get approved, some
3 of these haven't been approved yet, just zoning
4 has, we would not have construction traffic going
5 through any subdivision.

6 I know that's come up before. We
7 would not have construction traffic going through
8 a subdivision, just absolutely not going to
9 happen, so --

10 MR. WITT: Yeah, we wouldn't want that
11 either, just to put that out there.

12 ALDERMAN KOCH: So would you say like a
13 hundred people for the whole build-out, so
14 roughly what would that be per building, because
15 I'm assuming you have a crew 24/7, right, because
16 these don't shut down?

17 MR. WITT: Yeah, so at any -- at any one
18 time you could have as low as a hundred
19 employees, so you have probably your I would say
20 medium to high number would be about ten
21 employees per building with three shifts, so you
22 could say 30 employees per building running 24/7,
23 so if you multiply that by our 18 buildings right
24 now, it's, yeah, 540 employees.

1 MAYOR PURCELL: One per acre?

2 MR. WITT: Yeah, exactly.

3 MAYOR PURCELL: So just curious, Krysti,
4 three and a half homes per acre, that's R-2
5 about, 3.64 or something like that?

6 MS. NOBLE: Yes, 3.64.

7 MAYOR PURCELL: Okay. God, it's amazing
8 what I learn. I'll forget it, though. So let's
9 say three and a half and two cars. Holy cow, you
10 could have seven cars per acre versus one.

11 MR. WITT: Yeah.

12 MAYOR PURCELL: So really the traffic --
13 the concern about traffic is -- I think it is way
14 overblown. I agree, during construction we don't
15 want traffic going through the subdivisions,
16 understand that, but as far as just employees and
17 traffic, that's really not a real concern.

18 MR. WITT: Yeah.

19 MAYOR PURCELL: Ken, did that answer
20 your question?

21 ALDERMAN KOCH: Yes.

22 MAYOR PURCELL: Okay. So 30 employees
23 per building. Interesting. This is once they
24 are completed?

1 MR. WITT: Yeah, once they are
2 completed, and that's three shifts, so ten per
3 shift.

4 MAYOR PURCELL: Yeah, so at any one time
5 it's -- okay. Heck, you have probably more --
6 more delivery trucks going down your street in a
7 day than that. Heck, probably my house honestly.

8 Okay. So I just want you to
9 understand our position. We are not going to
10 allow, you know -- if and when these many new
11 things become fashionable, not here in Yorkville,
12 just not going to happen, so if you've got any
13 grand plans of that, wipe them out right now,
14 okay?

15 MR. WITT: We do not. Appreciate that,
16 yeah.

17 MAYOR PURCELL: I appreciate that, too.
18 And the other thing, I hear about this, is with
19 data centers come higher demand for electric,
20 hence, supply and demand, the electric rates go
21 up.

22 So I am curious, if we were to tell
23 you all we don't want you because we don't want
24 electric rates to go up, I assume some of these

1 would be built somewhere else, or is Yorkville
2 the only town that people are looking because we
3 are so awesome?

4 MR. WITT: No, yeah.

5 MAYOR PURCELL: No, we're not awesome?
6 Come on now.

7 MR. WITT: Well, you are -- you are
8 awesome. There is two parts to that. One is so
9 we are working with ComEd, a lot of what they are
10 doing and studying is figuring out what our cost
11 to the system is going to be, so we have to pay
12 that cost upfront, as an upfront payment to them,
13 for them to commit to then do those improvements
14 for the grid.

15 Then there is a second part of that,
16 which is that this area, ComEd, is a part of a
17 larger utility network, and to your point, any
18 data center going anywhere in that utility
19 network is buying wholesale from that network's
20 pricing and, therefore, moving prices up and
21 down.

22 It's not binary, this area is
23 getting a data center and, therefore, you know,
24 the immediate radius has a rate increase, it's a

1 part of that whole network.

2 MAYOR PURCELL: So eventually, whether
3 it's a year or five, ten years, there is going to
4 be more demand for electricity, unless these
5 things become super efficient and they run on a
6 nine volt battery, maybe they could someday, but
7 as demand goes up, it's going to affect the whole
8 region whether or not these are in Yorkville, is
9 that what I'm hearing you say?

10 MR. WITT: That's correct, yeah.

11 MAYOR PURCELL: Okay. No, that's
12 important because I get that a lot, people say,
13 oh, your rates are going to go way up, it's all
14 because the city is evil people, and I'm not
15 going to say I'm a not bad person, but I don't
16 think I'm going to make the electric rates go up
17 by myself, so okay.

18 Other questions or comments from the
19 Council?

20 (No response.)

21 MAYOR PURCELL: Anyone else in the
22 public? I don't want to miss somebody raising
23 their hand last minute here.

24 (No response.)

1 MAYOR PURCELL: Okay. Zoomland, anyone
2 in Zoomland? One more chance.

3 (No response.)

4 MAYOR PURCELL: Okay. Anything else you
5 want to add, anybody?

6 MR. WITT: No, appreciate the time.
7 Thanks for the great questions.

8 MAYOR PURCELL: All right. I will close
9 the public hearing at 7:52 p.m. Thank you very
10 much.

11 (Which were all the proceedings had
12 in the public hearing, concluding
13 at 7:52 p.m.)

14 ---o0o---

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

IN WITNESS WHEREOF, I do hereunto set my
hand at Leland, Illinois, this 17th day of July,
2025.

/s/ Christine M. Vitosh

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

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JUNE 2025 | PROJECT STEEL

Prologis Data Center Development Overview



Experience + Scale

40+

years real estate and
development expertise

\$198B

assets under
management

1.3B

square feet portfolio
across 20 countries

A3/A

credit rating

25+

years data center
experience

30+

data centers in portfolio

\$2B

spend since 2021 on
data center development

500MW

data centers completed
or under construction
since 2021

Other Americas

128 MSF
624 buildings
2,167 acres

U.S.

797 MSF
3,813 buildings
8,076 acres

Europe

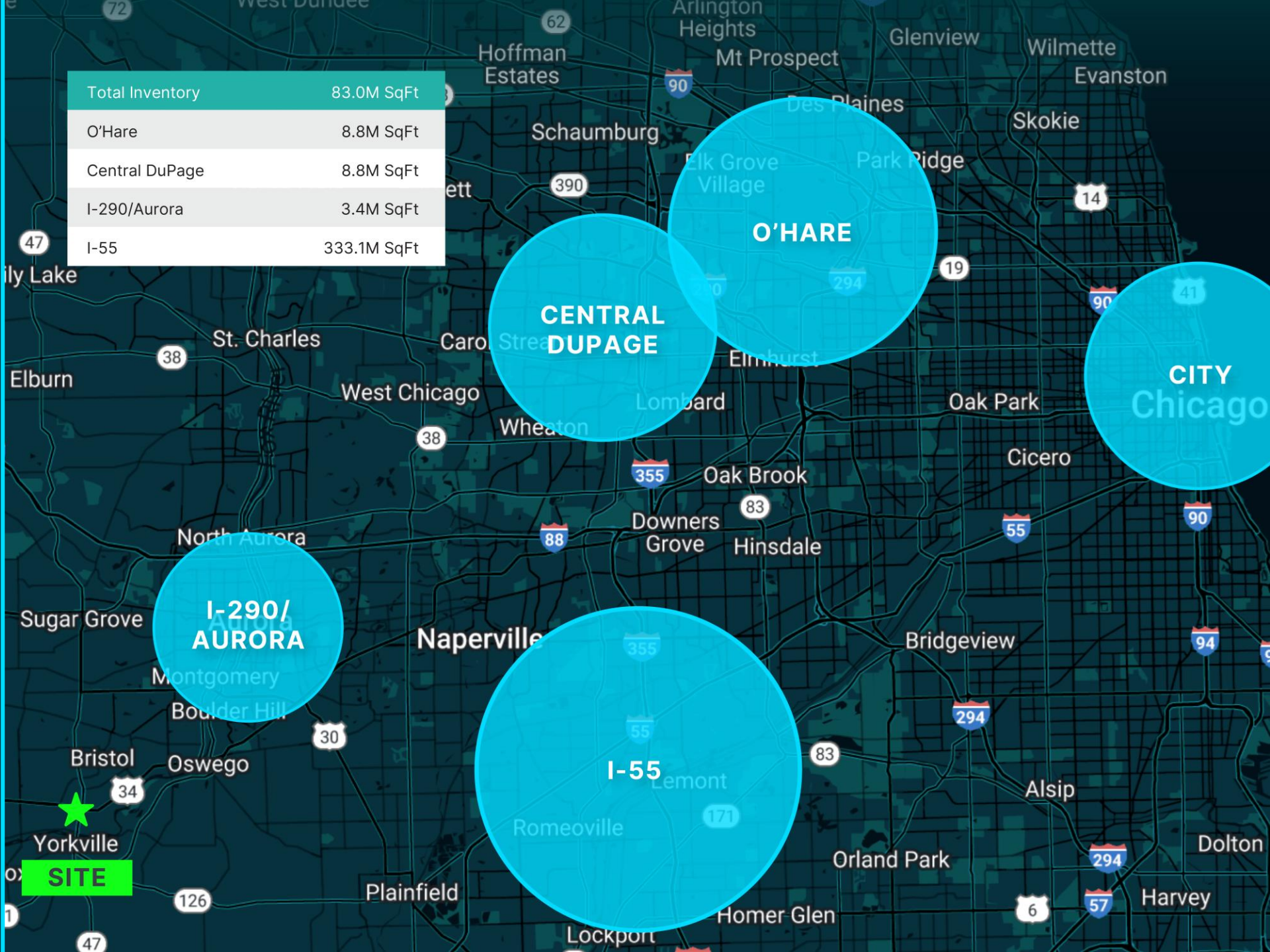
248 MSF
1,139 buildings
2,229 acres

Asia

115 MSF
290 buildings
332 acres

Chicago Market

Total Inventory	83.0M SqFt
O'Hare	8.8M SqFt
Central DuPage	8.8M SqFt
I-290/Aurora	3.4M SqFt
I-55	333.1M SqFt



ABOUT US

Community Involvement

Toys for Tots

Support Over Stigma

Smile Farms

Boy Scouts of America

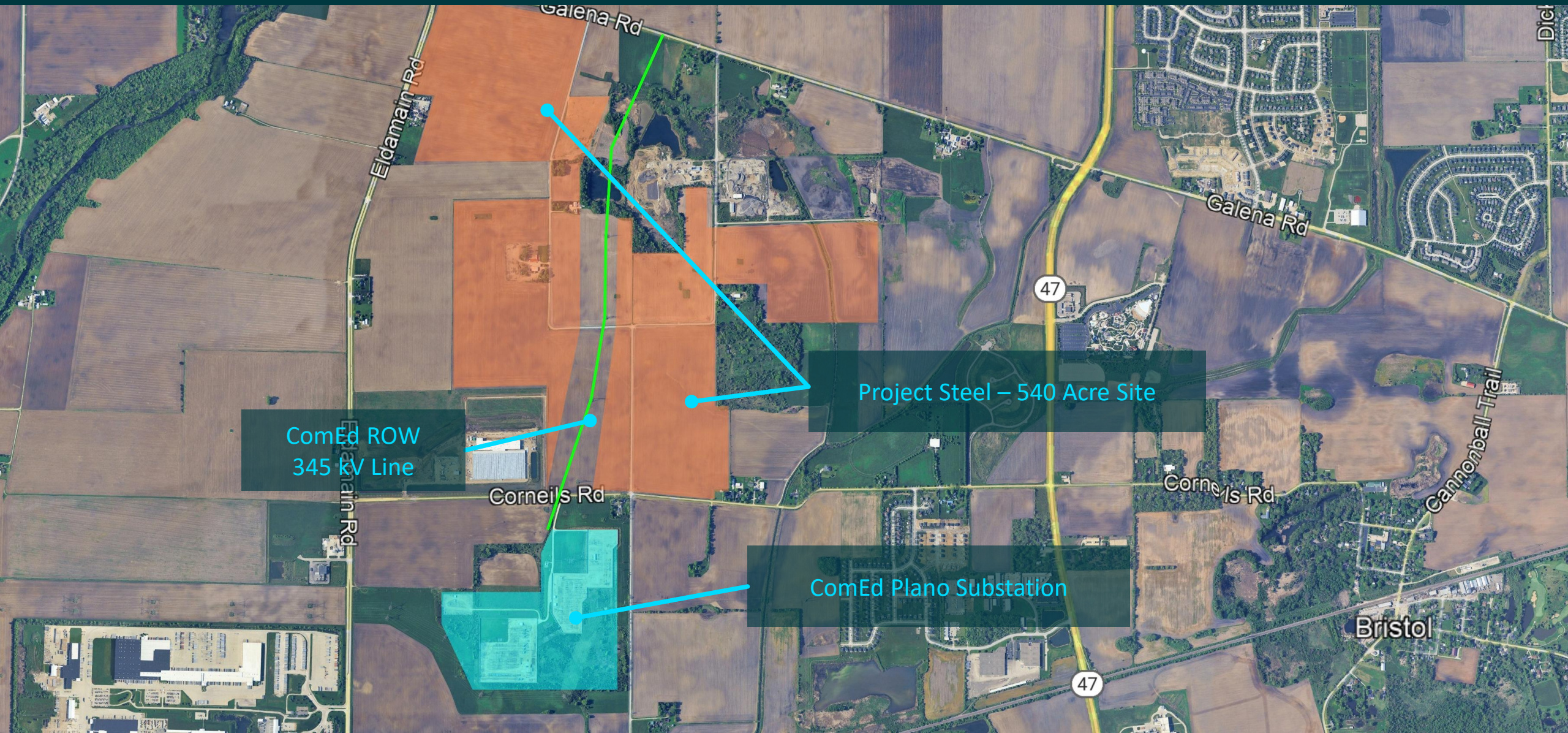
Greater Chicago Food Depository

Nourishing Hope

Rise Against Hunger



Project Steel



ComEd ROW
345 kV Line

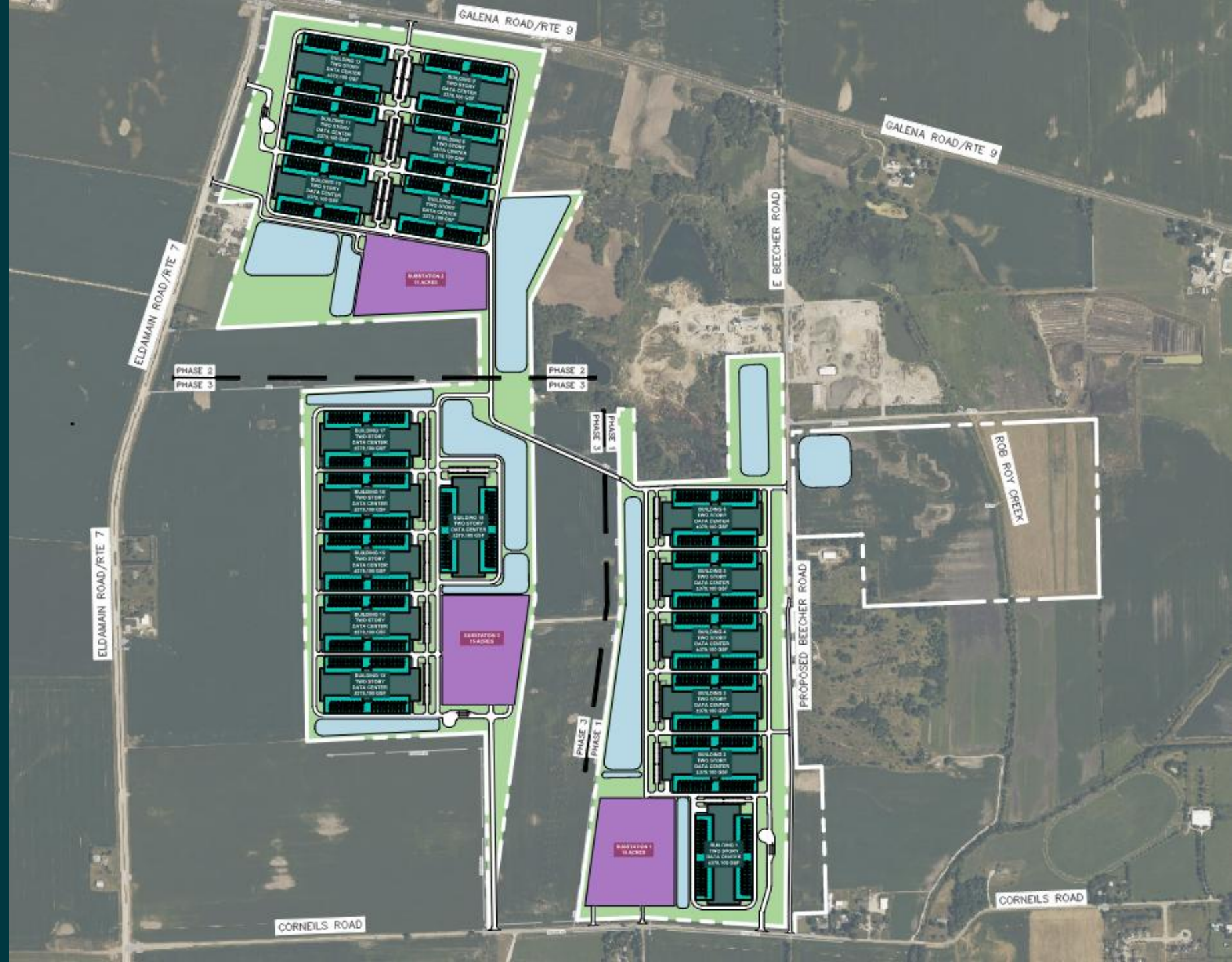
Project Steel – 540 Acre Site

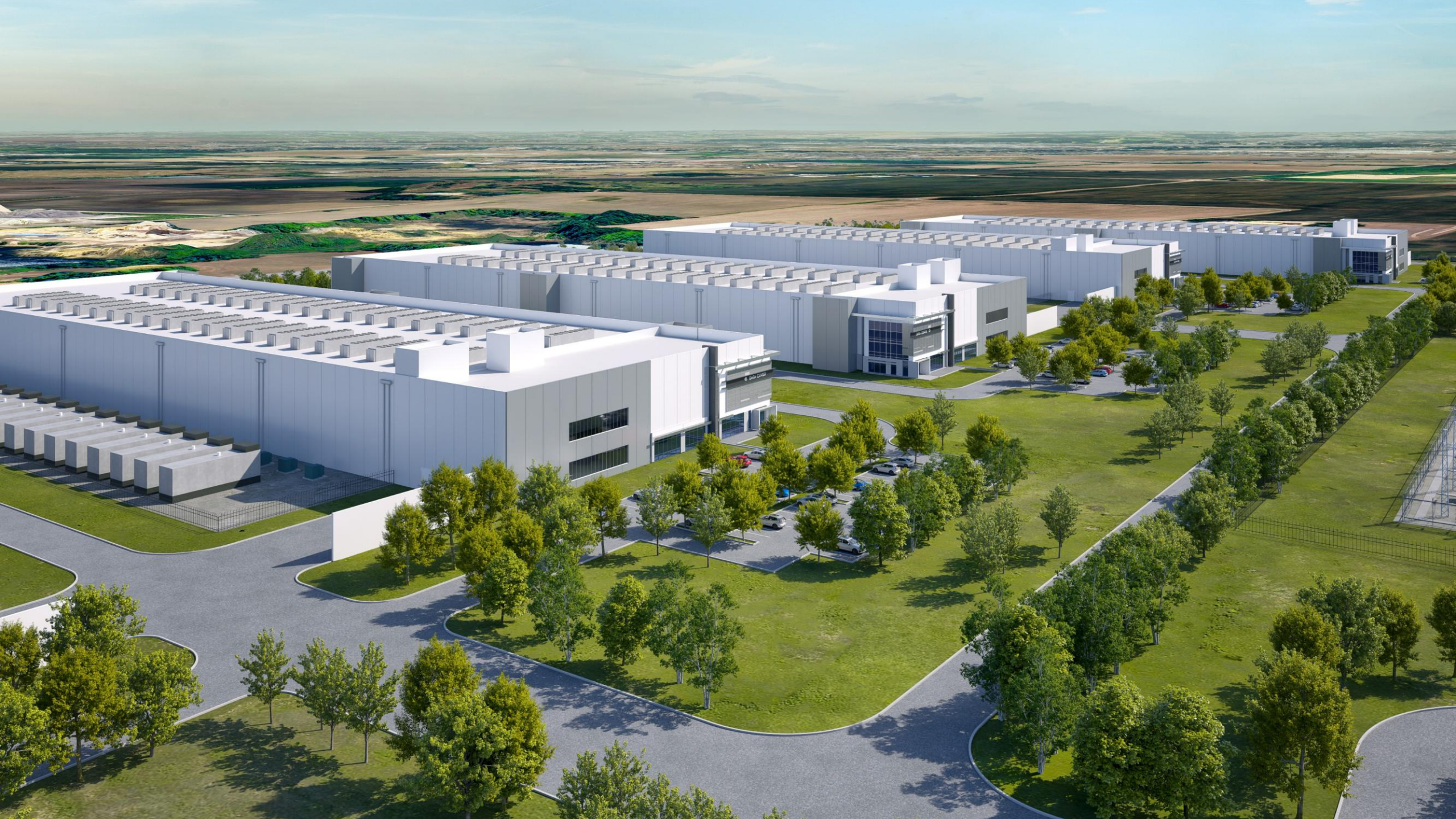
ComEd Plano Substation

Site Plan

KEY FEATURES

- ✓ 18 Data Center Buildings
- ✓ 3 Major Phases
- ✓ 3 Substations
- ✓ ~6.8M SF buildout
- ✓ 15-20 -year project timeline
- ✓ Proposed M2 Zoning











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 #2

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – July 22, 2025

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

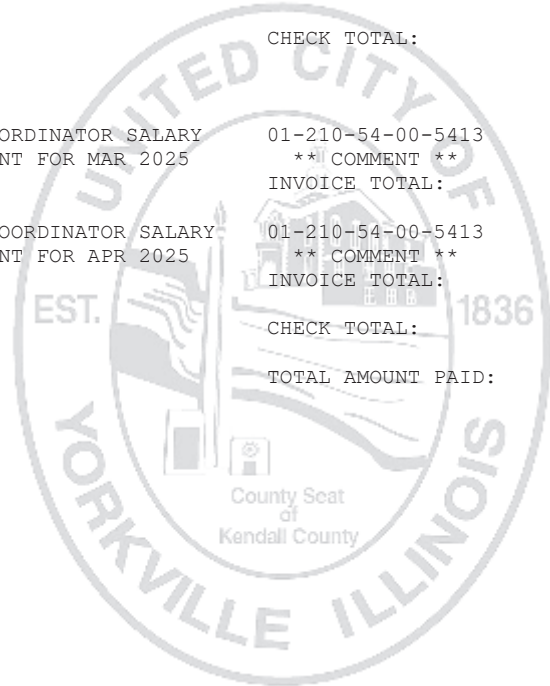
Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons Finance
Name Department

Agenda Item Notes:

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
543206	BFCONSTR	B&F CONSTRUCTION CODE SERVICES					
	20883		05/19/25	01	APR 2025 INSPECTIONS	01-220-54-00-5459	2,800.00
					INVOICE TOTAL:		2,800.00 *
					CHECK TOTAL:		2,800.00
543207	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	44039		01/24/25	01	PAPER TOWEL	52-520-56-00-5620	108.54
					INVOICE TOTAL:		108.54 *
					CHECK TOTAL:		108.54
543208	OSWEGO	VILLAGE OF OSWEGO					
	3185		07/08/25	01	TRAINING COORDINATOR SALARY	01-210-54-00-5413	4,286.63
				02	REIMBURSEMENT FOR MAR 2025	** COMMENT **	
					INVOICE TOTAL:		4,286.63 *
	3186		07/08/25	01	TRAINING COORDINATOR SALARY	01-210-54-00-5413	4,286.63
				02	REIMBURSEMENT FOR APR 2025	** COMMENT **	
					INVOICE TOTAL:		4,286.63 *
					CHECK TOTAL:		8,573.26
					TOTAL AMOUNT PAID:		11,481.80



- 01-110 ADMIN

01-120 FINANCE

01-210 POLICE

01-220 COMMUNITY DEVELOPMENT

01-410 STREETS OPERATIONS

01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
- 12-112 SUNFLOWER SSA

15-155 MOTOR FUEL TAX (MFT)

23-230 CITY WIDE CAPITAL

24-216 BUILDING & GROUNDS

25-205 POLICE CAPITAL

25-212 GENERAL GOVERNMENT CAPITAL

25-215 PUBLIC WORKS CAPITAL
- 25-225 PARK & RECREATION CAPITAL

51-510 WATER OPERATIONS

52-520 SEWER OPERATIONS

79-790 PARKS DEPARTMENT

79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
- 84-840 LIBRARY CAPITAL

87-870 COUNTRYSIDE TIF

88-880 DOWNTOWN TIF

89-890 DOWNTOWN II TIF

90-XXX DEVELOPER ESCROW

95-000 ESCROW DEPOSIT

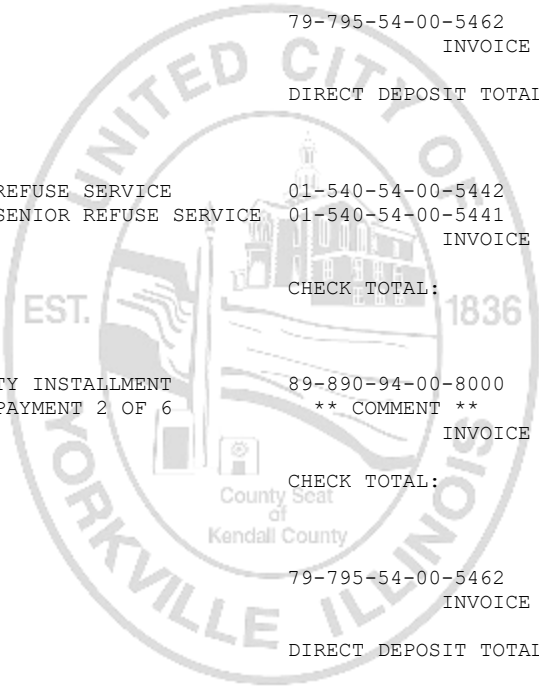
DATE: 07/08/25
TIME: 08:57:32
ID: AP211001

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 26

INVOICES DUE ON/BEFORE 07/11/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543201	GERLB 06/28-07/01	BRETT GERL 07/03/25	01	UMPIRE	79-795-54-00-5462		80.00
				INVOICE TOTAL:			80.00 *
				CHECK TOTAL:			80.00
D004276	GOLINSKA 06/28-07/01	ANDREW GOLINSKI 07/03/25	01	UMPIRE	79-795-54-00-5462		80.00
				INVOICE TOTAL:			80.00 *
				DIRECT DEPOSIT TOTAL:			80.00
543202	GROOT 14520518T102	GROOT INC 06/01/25	01	MAY 2025 REFUSE SERVICE	01-540-54-00-5442		162,905.53
			02	MAY 2025 SENIOR REFUSE SERVICE	01-540-54-00-5441		4,514.29
				INVOICE TOTAL:			167,419.82 *
				CHECK TOTAL:			167,419.82
543203	IMPERINV FS PROPERTY-2 OF 6	IMPERIAL INVESTMENTS 07/03/25	01	FS PROPERTY INSTALLMENT	89-890-94-00-8000		150,000.00
			02	CONTRACT PAYMENT 2 OF 6	** COMMENT **		
				INVOICE TOTAL:			150,000.00 *
				CHECK TOTAL:			150,000.00
D004277	MATSONT 06/28-07/01	THOMAS MATSON 07/03/25	01	UMPIRE	79-795-54-00-5462		80.00
				INVOICE TOTAL:			80.00 *
				DIRECT DEPOSIT TOTAL:			80.00



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

DATE: 07/08/25
TIME: 08:57:32
ID: AP211001

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 26

INVOICES DUE ON/BEFORE 07/11/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004278	MEIERJ JACKSON MEIER						
	06/28-07/01	07/03/25	01	UMPIRE	79-795-54-00-5462		165.00
					INVOICE TOTAL:		165.00 *
					DIRECT DEPOSIT TOTAL:		165.00
D004279	OLEARYM MARTIN J. O'LEARY						
	062925	07/02/25	01	REFEREE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					DIRECT DEPOSIT TOTAL:		100.00
D004280	OLSONM MARK OLSON						
	06/28-07/01	07/03/25	01	UMPIRE	79-795-54-00-5462		80.00
					INVOICE TOTAL:		80.00 *
					DIRECT DEPOSIT TOTAL:		80.00
543204	PILKINGP PAYTON M PILKINGTON						
	06/28-07/01	07/03/25	01	UMPIRE	79-795-54-00-5462		80.00
					INVOICE TOTAL:		80.00 *
					CHECK TOTAL:		80.00
543205	WEX WEX BANK						
	105733065	06/30/25	01	JUNE 2025 GASOLINE	01-210-56-00-5695		6,759.44
			02	JUNE 2025 GASOLINE	01-220-56-00-5695		876.90
					INVOICE TOTAL:		7,636.34 *
					CHECK TOTAL:		7,636.34
D004275							
					TOTAL CHECKS PAID:		325,216.16
					TOTAL DIRECT DEPOSITS PAID:		505.00
					TOTAL AMOUNT PAID:		325,721.16
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 07/18/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004284	DIETERG	GARY M. DIETER					
	070925	07/09/25	01	UMPIRE	79-795-54-00-5462		150.00
				INVOICE TOTAL:			150.00 *
				DIRECT DEPOSIT TOTAL:			150.00
543276	FENILIJ	JOSHUA FENILI					
	071025	07/10/25	01	UMPIRE	79-795-54-00-5462		84.00
				INVOICE TOTAL:			84.00 *
				CHECK TOTAL:			84.00
543277	JSCONST	J & S CONSTRUCTION					
	070325-PAY 4	07/03/25	01	ENGINEERS PAYMENT ESTIMATE 4	51-510-60-00-6024		170,045.25
			02	FOR ELDAMAIN WATER MAIN LOOP	** COMMENT **		
			03	NORTH CONTRACT	** COMMENT **		
				INVOICE TOTAL:			170,045.25 *
				CHECK TOTAL:			170,045.25
D004285	OLEARYM	MARTIN J. O'LEARY					
	070925	07/09/25	01	UMPIRE	79-795-54-00-5462		150.00
				INVOICE TOTAL:			150.00 *
				DIRECT DEPOSIT TOTAL:			150.00
D004286	PATTONS	SHANE PATTON					
	070925	07/09/25	01	UMPIRE	79-795-54-00-5462		110.00
				INVOICE TOTAL:			110.00 *
				DIRECT DEPOSIT TOTAL:			110.00

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

INVOICES DUE ON/BEFORE 07/18/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004287	RIEHIEMG	GRANT RIEHLE-MOELLER					
	070925	07/09/25	01	UMPIRE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					DIRECT DEPOSIT TOTAL:		100.00
543278	RIETZR	ROBERT L. RIETZ JR.					
	070925	07/09/25	01	UMPIRE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
	071025	07/10/25	01	UMPIRE	79-795-54-00-5462		84.00
					INVOICE TOTAL:		84.00 *
					CHECK TOTAL:		184.00
543279	VOITIKM	MICHAEL VOITIK					
	071025	07/10/25	01	UMPIRE	79-795-54-00-5462		84.00
					INVOICE TOTAL:		84.00 *
					CHECK TOTAL:		84.00
543280	WINNINGE	WINNINGER EXCAVATING INC.					
	070125-PAY 3	07/14/25	01	ENGINEERS PAYMENT ESTIMATE 3	51-510-60-00-6024		425,680.81
			02	FOR ELDAMAIN WATER MAIN LOOP	** COMMENT **		
			03	SOUTH CONTRACT	** COMMENT **		
					INVOICE TOTAL:		425,680.81 *
					CHECK TOTAL:		425,680.81
TOTAL CHECKS PAID:							596,078.06
TOTAL DIRECT DEPOSITS PAID:							510.00
TOTAL AMOUNT PAID:							596,588.06
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 07/22/2025

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543209	5STARSOC	5 STAR SOCCER CAMPS INC					
	62625	06/26/25	01	JUN 2025 SOCCER CAMPS	79-795-54-00-5462		3,049.23
				INVOICE TOTAL:			3,049.23 *
				CHECK TOTAL:			3,049.23
543210	7THHEAVE	RICHARD HOFHERR					
	2025 HTD	07/09/25	01	2025 HTD BAND	79-795-56-00-5620		4,500.00
				INVOICE TOTAL:			4,500.00 *
				CHECK TOTAL:			4,500.00
543211	AACVB	AURORA AREA CONVENTION					
	05/25-SUNSET	06/27/25	01	SUNSET HOTEL TAX-MAY 2025	01-640-54-00-5481		8.10
				INVOICE TOTAL:			8.10 *
	06/25-ALL	06/10/25	01	ALL SEASON HOTEL TAX-JUN 2025	01-640-54-00-5481		65.05
				INVOICE TOTAL:			65.05 *
				CHECK TOTAL:			73.15
543212	AEPENERG	AEP ENERGY					
	3025129021-070825	07/08/25	01	06/03-07/02 610 TOWER WELLS	51-510-54-00-5480		9,359.96
				INVOICE TOTAL:			9,359.96 *
	3025129054-062325	06/23/25	01	05/21-06/20 2702 MILL RD	51-510-54-00-5480		7,788.66
				INVOICE TOTAL:			7,788.66 *
				CHECK TOTAL:			17,148.62
543213	ALLSTAR	ALL STAR SPORTS INSTRUCTION					
	254028	07/01/25	01	SUMMER SESSION 1 CLASS	79-795-54-00-5462		7,981.00

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

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

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

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

INVOICES DUE ON/BEFORE 07/22/2025

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543213	ALLSTAR	ALL STAR SPORTS INSTRUCTION					
	254028	07/01/25	02	INSTRUCTION	** COMMENT **		
				INVOICE TOTAL:			7,981.00 *
				CHECK TOTAL:			7,981.00
543214	AMALGAMA	AMALGAMATED BANK OF CHICAGO					
	58340725	07/01/25	01	BOND SERIES 2015A ADMIN FEE	51-510-54-00-5498		349.32
			02	BOND SERIES 2015A ADMIN FEE	87-870-54-00-5498		125.68
				INVOICE TOTAL:			475.00 *
				CHECK TOTAL:			475.00
543215	AMENGLLI	ERIC SUSZYNSKI					
	2025 HTD	07/09/25	01	2025 HTD BAND FINAL PAYMENT	79-795-56-00-5602		2,375.00
				INVOICE TOTAL:			2,375.00 *
				CHECK TOTAL:			2,375.00
D004282	ANTPLACE	ANTHONY PLACE YORKVILLE LP					
	AUG 2025	07/08/25	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	AUG 2025	** COMMENT **		
				INVOICE TOTAL:			390.00 *
				DIRECT DEPOSIT TOTAL:			390.00
543216	ATT	AT&T					
	6305536805-0625	06/25/25	01	06/25-07/24 RIVERFRONT PARK	79-795-54-00-5440		231.33
				INVOICE TOTAL:			231.33 *
				CHECK TOTAL:			231.33

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

INVOICES DUE ON/BEFORE 07/22/2025

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543217	BFCNSTR	B&F CONSTRUCTION CODE SERVICES					
	21054	06/30/25	01	MAY 2025 INSPECTIONS	01-220-54-00-5459		2,840.00
				INVOICE TOTAL:			2,840.00 *
				CHECK TOTAL:			2,840.00
543218	BIRDCHLD	BIRDCHILD LLC					
	2025 HTD	07/09/25	01	2025 HTD BAND	79-795-56-00-5620		2,000.00
				INVOICE TOTAL:			2,000.00 *
				CHECK TOTAL:			2,000.00
543219	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	44182	06/27/25	01	PAPER TOWEL	52-520-56-00-5620		218.04
				INVOICE TOTAL:			218.04 *
				CHECK TOTAL:			218.04
543220	CAROUSEL	HARY WARNER					
	2025 HTD CAR SHOW	07/09/25	01	2025 HOMETOWN DAYS CAR SHOW	79-795-56-00-5602		585.00
				INVOICE TOTAL:			585.00 *
				CHECK TOTAL:			585.00
543221	COMED	COMMONWEALTH EDISON					
	0505912000-0625	07/01/25	01	05/30-06/30 1908 RAINTREE	51-510-54-00-5480		150.00
				INVOICE TOTAL:			150.00 *
	3059341222-0525	06/18/25	01	05/16-06/17 9257 GALENA PARK	79-795-54-00-5480		43.61
				INVOICE TOTAL:			43.61 *
	3387801111-0625	07/01/25	01	05/30-06/30 872 PRAIRIE CR	79-795-54-00-5480		84.75
				INVOICE TOTAL:			84.75 *

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

INVOICES DUE ON/BEFORE 07/22/2025

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543221	COMED	COMMONWEALTH EDISON					
	3741450787-0625	07/01/25	01	06/02-07/01 1201 BADGER UNIT B	51-510-54-00-5480		53.77
				INVOICE TOTAL:			53.77 *
	5336617000-0525	06/18/25	01	05/16-06/17 RT47 & ROSENWINKLE	23-230-54-00-5482		32.97
				INVOICE TOTAL:			32.97 *
	6564924000-0625	06/23/25	01	05/21-06/20 421 POPLAR	23-230-54-00-5482		3,937.73
				INVOICE TOTAL:			3,937.73 *
	7581432222-0625	07/01/25	01	05/30-06/30 1107 PRAIRIE LIFT	52-520-54-00-5480		153.67
				INVOICE TOTAL:			153.67 *
	7706362222-0625	06/23/25	01	05/21-06/20 RT47 & KENNEDY	23-230-54-00-5482		1,336.26
				INVOICE TOTAL:			1,336.26 *
	8273737000-0625	07/01/25	01	06/02-07/01 104 E VAN EMMON	79-795-54-00-5480		566.69
				INVOICE TOTAL:			566.69 *
	9193732222-0525	06/18/25	01	05/16-06/17 4600 N BRIDGE TANK	51-510-54-00-5480		42.63
				INVOICE TOTAL:			42.63 *
				CHECK TOTAL:			6,402.08
543222	CONTELEC	CONSTELLATION TELECOM					
	5379	07/09/25	01	JUL 2025 ADMIN LINES	01-110-54-00-5440		252.52
			02	JUL 2025 PUBLIC WORKS LINES	51-510-54-00-5440		568.17
			03	JUL 2025 SEWER DEPT. LINES	52-520-54-00-5440		252.52
			04	JUL 2025 RECREATION LINES	79-795-54-00-5440		252.52
			05	JUL 2025 TRAFFIC SIGNAL	01-410-54-00-5435		63.13
			06	MAINTENANCE	** COMMENT **		
				INVOICE TOTAL:			1,388.86 *
				CHECK TOTAL:			1,388.86

01-110 ADMIN
01-120 FINANCE
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01-220 COMMUNITY DEVELOPMENT
01-410 STREETS OPERATIONS
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52-520 SEWER OPERATIONS
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79-795 RECREATION DEPARTMENT
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84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN II TIF
90-XXX DEVELOPER ESCROW
95-000 ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 07/22/2025

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543223	COXLAND	COX LANDSCAPING LLC					
	192727	06/25/25	01	SUNFLOWER ESTATES MULCHING	12-112-54-00-5495		1,625.00
				INVOICE TOTAL:			1,625.00 *
	192743	07/07/25	01	MAY 2025 SUNFLOWER ESTATES	12-112-54-00-5495		1,500.00
			02	MOWING	** COMMENT **		
				INVOICE TOTAL:			1,500.00 *
	192744	07/07/25	01	JUN 2025 FOX HILL MOWING	11-111-54-00-5495		1,587.00
				INVOICE TOTAL:			1,587.00 *
	192752	07/08/25	01	SUNFLOWER ESTATES TREE REMOVAL	12-112-54-00-5495		2,150.00
				INVOICE TOTAL:			2,150.00 *
				CHECK TOTAL:			6,862.00
543224	EEI	ENGINEERING ENTERPRISES, INC.					
	83872	06/25/25	01	N. RT47 IMPROVEMENTS	01-640-54-00-5465		5,062.75
				INVOICE TOTAL:			5,062.75 *
	83873	06/25/25	01	TRAFFIC CONTROL SIGNAGE AND	01-640-54-00-5465		4,999.00
			02	MARKINGS	** COMMENT **		
				INVOICE TOTAL:			4,999.00 *
	83874	06/25/25	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		2,231.74
				INVOICE TOTAL:			2,231.74 *
	83875	06/25/25	01	PRESTWICK	01-640-54-00-5465		292.50
				INVOICE TOTAL:			292.50 *
	83876	06/25/25	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465		1,899.00
				INVOICE TOTAL:			1,899.00 *
	83877	06/25/25	01	GRANDE RESERVE-UNITS 26 & 27	90-147-00-00-0111		218.75
				INVOICE TOTAL:			218.75 *

01-110 ADMIN
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25-225 PARK & RECREATION CAPITAL
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT
82-820 LIBRARY OPERATIONS

84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
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89-890 DOWNTOWN II TIF
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543224	EEI	ENGINEERING ENTERPRISES, INC.					
	83878	06/25/25	01	KENDALL MARKETPLACE LOT 52	90-154-00-00-0111		146.25
			02	PHASE 2 & 3	** COMMENT **		
					INVOICE TOTAL:		146.25 *
	83879	06/25/25	01	GRANDE RESERVE UNIT 9	01-640-54-00-5465		270.50
					INVOICE TOTAL:		270.50 *
	83880	06/25/25	01	KENDALLWOOD ESTATES-RALLY	90-174-00-00-0111		2,555.25
					INVOICE TOTAL:		2,555.25 *
	83881	06/25/25	01	WELL MONITORING DASHBOARDS	01-640-54-00-5465		294.75
					INVOICE TOTAL:		294.75 *
	83882	06/25/25	01	BRISTOL BAY-UNIT 13	90-179-00-00-0111		43.75
					INVOICE TOTAL:		43.75 *
	83883	06/25/25	01	CALEDONIA UNIT 3	90-188-00-00-0111		726.75
					INVOICE TOTAL:		726.75 *
	83884	06/25/25	01	LAKR MICHIGAN CONNECTION-	51-510-60-00-6011		376.50
			02	CORROSION CONTROL STUDY	** COMMENT **		
					INVOICE TOTAL:		376.50 *
	83885	06/25/25	01	PUBLIC WORKS SITE-BOOMBAH	24-216-60-00-6042		32,394.75
					INVOICE TOTAL:		32,394.75 *
	83886	06/25/25	01	WELL #10 AND RAW WATER MAIN	51-510-60-00-6029		6,777.00
					INVOICE TOTAL:		6,777.00 *
	83887	06/25/25	01	BRISTOL RIDGE SOLAR 105	90-201-00-00-0111		104.00
					INVOICE TOTAL:		104.00 *
	83888	06/25/25	01	2024 WATER MAIN REPLACEMENT-A	51-510-60-00-6025		1,021.00
					INVOICE TOTAL:		1,021.00 *
					CHECK TOTAL:		59,414.24

01-110 ADMIN
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52-520 SEWER OPERATIONS
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT
82-820 LIBRARY OPERATIONS

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

INVOICES DUE ON/BEFORE 07/22/2025

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543225	EEI	ENGINEERING ENTERPRISES, INC.					
	83890	06/25/25	01	SOUTHERN SANITARY SEWER	52-520-60-00-6024		34,607.00
			02	CONNECTION	** COMMENT **		
					INVOICE TOTAL:		34,607.00 *
					CHECK TOTAL:		34,607.00
543226	EEI	ENGINEERING ENTERPRISES, INC.					
	83891	06/25/25	01	QUIK TRIP GAS STATION	90-208-00-00-0111		371.00
					INVOICE TOTAL:		371.00 *
	83892	06/25/25	01	CENTER ST WATER MAIN EXTENSION	51-510-60-00-6025		2,704.75
					INVOICE TOTAL:		2,704.75 *
	83893	06/25/25	01	WELL #7 WTP ELECTRICAL	51-510-60-00-6068		588.00
			02	IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		588.00 *
	83894	06/25/25	01	KENDALL MARKETPLACE LOT 52	90-154-00-00-0111		195.00
			02	PHASE 4	** COMMENT **		
					INVOICE TOTAL:		195.00 *
	83895	06/25/25	01	LAKE MICHIGAN-WIFIA LOAN APP,	51-510-60-00-6011		8,055.94
					INVOICE TOTAL:		8,055.94 *
	83896	06/25/25	01	RT47 UTILITY RELOCATION	51-510-60-00-6039		540.00
					INVOICE TOTAL:		540.00 *
	83897	06/25/25	01	YORKVILLE SOLAR	90-212-00-00-0111		1,133.50
					INVOICE TOTAL:		1,133.50 *
	83898	06/25/25	01	CORNEILS RD SOLAR/BEECHER	90-216-00-00-0111		1,805.50
			02	RD SOLAR	** COMMENT **		
					INVOICE TOTAL:		1,805.50 *

01-110 ADMIN
01-120 FINANCE
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25-225 PARK & RECREATION CAPITAL
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT
82-820 LIBRARY OPERATIONS

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

INVOICES DUE ON/BEFORE 07/22/2025

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543226	EEI	ENGINEERING ENTERPRISES, INC.					
	83899	06/25/25	01	GRANDE RESERVE UNIT 21	90-222-00-00-0111		9,518.00
				INVOICE TOTAL:			9,518.00 *
	83900	06/25/25	01	GRANDE RESERVE UNIT 28	90-244-00-00-0111		60.75
				INVOICE TOTAL:			60.75 *
	83901	06/25/25	01	2024 LOCAL ROAD PROGRAM	23-230-60-00-6028		2,069.00
				INVOICE TOTAL:			2,069.00 *
	83902	06/25/25	01	PAVEMENT MANAGEMENT UPDATE	23-230-54-00-5465		11,689.60
				INVOICE TOTAL:			11,689.60 *
	83903	06/25/25	01	LM-SOUTH RECEIVING STATION	51-510-60-00-6011		42,607.75
				INVOICE TOTAL:			42,607.75 *
	83904	06/25/25	01	LM-SOUTH RECEIVING STATION	51-510-60-00-6011		12,714.25
			02	STANDPIPE	** COMMENT **		
				INVOICE TOTAL:			12,714.25 *
	83905	06/25/25	01	LM-NORTHWEST ELEVATED WATER	51-510-60-00-6011		2,597.50
			02	STORAGE TANK	** COMMENT **		
				INVOICE TOTAL:			2,597.50 *
	83906	06/25/25	01	LM-RT126 WATER MAIN	51-510-60-00-6011		19,937.50
			02	IMPROVEMENTS	** COMMENT **		
				INVOICE TOTAL:			19,937.50 *
	83907	06/25/25	01	WESTBURY VILLAGE-NVR	90-178-00-00-0111		384.00
				INVOICE TOTAL:			384.00 *
	83908	06/25/25	01	VAN EMMON ST RESURFACING	23-230-60-00-6089		35,884.82
				INVOICE TOTAL:			35,884.82 *
	83910	06/25/25	01	GRANDE RESERVE UNITS 10 & 11	90-223-00-00-0111		1,376.50
				INVOICE TOTAL:			1,376.50 *

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

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

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

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

INVOICES DUE ON/BEFORE 07/22/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543226	EEI	ENGINEERING ENTERPRISES, INC.					
	83911	06/25/25	01	CYRUS ONE	90-227-00-00-0111		512.00
					INVOICE TOTAL:		512.00 *
	83912	06/25/25	01	YORKVILLE WATER RATE STUDY	51-510-54-00-5465		5,545.50
					INVOICE TOTAL:		5,545.50 *
	83913	06/25/25	01	QUIET ZONE STUDY-BNSF	23-230-60-00-6069		357.00
					INVOICE TOTAL:		357.00 *
	83914	06/25/25	01	FAXON ROAD RECONSTRUCTION	23-230-60-00-6046		3,858.50
					INVOICE TOTAL:		3,858.50 *
	83915	06/25/25	01	KENNEDY ROADWAY IMPROVEMENTS	23-230-60-00-6040		6,496.50
					INVOICE TOTAL:		6,496.50 *
	83926	06/25/25	01	2820 BEECHER SOLAR	90-231-00-00-0111		1,950.50
					INVOICE TOTAL:		1,950.50 *
	83927	06/25/25	01	QUIET ZONE STUDY-DOWNTOWN	23-230-60-00-6069		630.00
					INVOICE TOTAL:		630.00 *
	83928	06/25/25	01	2024 SANITARY SEWER LINING	52-520-60-00-6025		163.50
					INVOICE TOTAL:		163.50 *
	83929	06/25/25	01	PIONEER DEVELOPMENT-PROJECT	90-242-00-00-0111		11,663.50
			02	CARDINAL	** COMMENT **		
					INVOICE TOTAL:		11,663.50 *
	83930	06/25/25	01	HEARTLAND MEADOWS WEST	90-232-00-00-0111		1,542.75
					INVOICE TOTAL:		1,542.75 *
	83931	06/25/25	01	EAST ALLEY WATER MAIN	51-510-60-00-6025		13,671.00
			02	IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		13,671.00 *

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

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

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

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

INVOICES DUE ON/BEFORE 07/22/2025

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543226	EEI	ENGINEERING ENTERPRISES, INC.					
	83932	06/25/25	01	COSTCO	90-239-00-00-0111		8,795.75
					INVOICE TOTAL:		8,795.75 *
	83933	06/25/25	01	KENNEDY RD & FREEDOM PLACE	23-230-60-00-6087		985.00
			02	INTERSECTION IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		985.00 *
	83934	06/25/25	01	DWC TRANSMISSION MAIN	51-510-60-00-6011		1,417.00
					INVOICE TOTAL:		1,417.00 *
					CHECK TOTAL:		211,821.86
543227	EEI	ENGINEERING ENTERPRISES, INC.					
	83935	06/25/25	01	ELDAMAIN WATER MAIN LOOP-N	51-510-60-00-6024		25,002.00
					INVOICE TOTAL:		25,002.00 *
					CHECK TOTAL:		25,002.00
543228	EEI	ENGINEERING ENTERPRISES, INC.					
	83936	06/25/25	01	ELDAMAIN WATER MAIN LOOP-S	51-510-60-00-6024		35,235.75
					INVOICE TOTAL:		35,235.75 *
	83937	06/25/25	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		2,659.75
					INVOICE TOTAL:		2,659.75 *
	83938	06/25/25	01	CHRISTIE PROPERTY	90-243-00-00-0111		348.25
					INVOICE TOTAL:		348.25 *
	83939	06/25/25	01	BERTRAM DRIVE CONNECTION	23-230-60-00-6098		700.00
					INVOICE TOTAL:		700.00 *
	83940	06/25/25	01	WELL #9 REHABILITATION	51-510-60-00-6022		878.50
					INVOICE TOTAL:		878.50 *

01-110 ADMIN
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
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15-155 MOTOR FUEL TAX (MFT)
23-230 CITY WIDE CAPITAL
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25-225 PARK & RECREATION CAPITAL
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT
82-820 LIBRARY OPERATIONS

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

INVOICES DUE ON/BEFORE 07/22/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543228	EEI	ENGINEERING ENTERPRISES, INC.					
	83941	06/25/25	01 02	CANNONBALL TRAIL SHARED USE PATH	01-640-54-00-5465 ** COMMENT **		210.00
					INVOICE TOTAL:		210.00 *
	83942	06/25/25	01	PROLOGIS/PROJECT STEEL	90-246-00-00-0111		3,649.00
					INVOICE TOTAL:		3,649.00 *
	83943	06/25/25	01	2026 WATER MAIN IMPORVEMENT	51-510-60-00-6025		12,348.50
					INVOICE TOTAL:		12,348.50 *
	83944	06/25/25	01	YSD 115 - TEMPORARY STRUCTURES	01-640-54-00-5465		939.25
					INVOICE TOTAL:		939.25 *
					CHECK TOTAL:		56,969.00
543229	EEI	ENGINEERING ENTERPRISES, INC.					
	83945	06/25/25	01	2025 LOCAL ROAD PROGRAM	23-230-60-00-6028		84,863.76
					INVOICE TOTAL:		84,863.76 *
					CHECK TOTAL:		84,863.76
543230	EEI	ENGINEERING ENTERPRISES, INC.					
	83946	06/25/25	01	LM-NORTH RECEIVING STATION	51-510-60-00-6011		5,469.23
					INVOICE TOTAL:		5,469.23 *
	83947	06/25/25	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00
					INVOICE TOTAL:		1,900.00 *
	83949	06/25/25	01 02	LM-BLUESTEM WATER MAIN IMPROVEMENT	51-510-60-00-6011 ** COMMENT **		5,421.50
					INVOICE TOTAL:		5,421.50 *
					CHECK TOTAL:		12,790.73

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

INVOICES DUE ON/BEFORE 07/22/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543231	ENCODE	ENCODE PLUS, LLC					
	3166	07/09/25	01	UDO ORDINANCE ADDED TO PORTAL	01-220-54-00-5462		88.00
				INVOICE TOTAL:			88.00 *
				CHECK TOTAL:			88.00
543232	FIRSTNET	AT&T MOBILITY					
	287313454005X0703202	06/25/25	01	JUN 2025 MOBILE DEVICES	01-220-54-00-5440		42.20
			02	JUN 2025 MOBILE DEVICES	51-510-54-00-5440		121.40
			03	JUN 2025 MOBILE DEVICES	01-110-54-00-5440		84.40
			04	JUN 2025 MOBILE DEVICES	01-210-54-00-5440		838.04
			05	JUN 2025 MOBILE DEVICES	79-795-54-00-5440		80.88
				INVOICE TOTAL:			1,166.92 *
				CHECK TOTAL:			1,166.92
543233	FIRSTNET	AT&T MOBILITY					
	287313454207X0703202	06/25/25	01	JUN 2025 MOBILE DEVICES	01-220-54-00-5440		404.12
			02	JUN 2025 MOBILE DEVICES	79-790-54-00-5440		36.24
			03	JUN 2025 MOBILE DEVICES	79-795-54-00-5440		156.88
			04	JUN 2025 MOBILE DEVICES	51-510-54-00-5440		255.35
			05	JUN 2025 MOBILE DEVICES	52-520-54-00-5440		72.48
				INVOICE TOTAL:			925.07 *
				CHECK TOTAL:			925.07
543234	FOXVALSA	FOX VALLEY SANDBLASTING					
	62155	06/06/25	01	SANDBLASTING & RECOATING	25-225-60-00-6010		1,818.62
				INVOICE TOTAL:			1,818.62 *
				CHECK TOTAL:			1,818.62
543235	FRECOSYS	FOX RIVER ECOSYSTEM					

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

INVOICES DUE ON/BEFORE 07/22/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543235	FRECO SYS	FOX RIVER ECOSYSTEM					
	2026 DUES	07/09/25	01	MEMBERSHIP DUES RENEWAL	01-110-54-00-5460		100.00
				INVOICE TOTAL:			100.00 *
				CHECK TOTAL:			100.00
543236	GARD KOCH	GARDINER KOCH & WEISBERG					
	24819	06/13/25	01	GENERAL CITY LEGAL MATTERS	01-640-54-00-5461		200.00
				INVOICE TOTAL:			200.00 *
	25093	07/09/25	01	KIMBALL HILL I MATTERS	01-640-54-00-5461		1,120.00
				INVOICE TOTAL:			1,120.00 *
				CHECK TOTAL:			1,320.00
543237	GLATFELT	GLATFELTER UNDERWRITING SRVS.					
	226634132	06/19/25	01	VEHICLE ADDED TO POLICY	01-640-52-00-5231		2,856.00
				INVOICE TOTAL:			2,856.00 *
				CHECK TOTAL:			2,856.00
543238	GOODCLEA	MICHAEL BRUCCOLERI					
	2025 HTD	07/09/25	01	2025 HTD BAND	79-795-56-00-5620		3,750.00
				INVOICE TOTAL:			3,750.00 *
				CHECK TOTAL:			3,750.00
543239	HIFIEVEN	HI FI EVENTS, INC.					
	2025 HTD	07/09/25	01	2025 HTD STAGE & LIGHTING	79-795-56-00-5602		9,600.00
				INVOICE TOTAL:			9,600.00 *
				CHECK TOTAL:			9,600.00

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

INVOICES DUE ON/BEFORE 07/22/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543240	HIGHSTAR	HIGH STAR TRAFFIC					
	13951	06/20/25	01	TRAFFIC SIGNS	23-230-56-00-5619		1,524.20
				INVOICE TOTAL:			1,524.20 *
	14124	06/30/25	01	STREET SIGNS	23-230-56-00-5619		68.80
				INVOICE TOTAL:			68.80 *
				CHECK TOTAL:			1,593.00
543241	HIVOX	DAVID MIKULSKIS					
	2025 HTD	07/09/25	01	2025 HTD BAND	79-795-56-00-5602		5,000.00
				INVOICE TOTAL:			5,000.00 *
				CHECK TOTAL:			5,000.00
543242	ILPD4778	ILLINOIS STATE POLICE					
	20250504790	05/31/25	01	LIQUOR LICENSE BACKGROUND	01-110-54-00-5462		54.00
			02	CHECK	** COMMENT **		
				INVOICE TOTAL:			54.00 *
				CHECK TOTAL:			54.00
543243	ILPD4811	ILLINOIS STATE POLICE					
	20250504811	05/31/25	01	MESSAGE & MERCHANT	01-110-54-00-5462		54.00
			02	BACKGROUND CHECKS	** COMMENT **		
			03	BACKGROUND CHECKS	79-795-54-00-5462		189.00
			04	BACKGROUND CHECKS	01-110-54-00-5462		54.00
				INVOICE TOTAL:			297.00 *
				CHECK TOTAL:			297.00
543244	IMPERINV	IMPERIAL INVESTMENTS					

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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543244	IMPERINV	IMPERIAL INVESTMENTS					
	MAY 2025-REBATE	07/10/25	01	MAY 2025 BUSINESS DIST REBATE	01-000-24-00-2488		3,572.05
					INVOICE TOTAL:		3,572.05 *
					CHECK TOTAL:		3,572.05
543245	INTEGRAT	INTEGRATED CONTROL					
	W15996	07/02/25	01	ADDED TIMERS TO VAV 1-2 TO	24-216-54-00-5446		360.00
			02	STOP SHORT CYCLING	** COMMENT **		
					INVOICE TOTAL:		360.00 *
					CHECK TOTAL:		360.00
543246	INTERDEV	INTERDEV, LLC					
	CW1049870	06/30/25	01	NETWRIX AUDITOR FOR ACTIVE	01-640-54-00-5450		4,502.54
			02	DIRECTORY-HYBRID LICENSE	** COMMENT **		
					INVOICE TOTAL:		4,502.54 *
	MSP-1049849	06/30/25	01	MONTHLY IT SUPPORT-JUN 2025	01-640-54-00-5450		20,051.94
					INVOICE TOTAL:		20,051.94 *
					CHECK TOTAL:		24,554.48
543247	IPOP	I POP BAND PARTNERSHIP					
	2025 HTD	07/09/25	01	2025 HTD BAND	79-795-56-00-5602		1,500.00
					INVOICE TOTAL:		1,500.00 *
					CHECK TOTAL:		1,500.00
543248	JXENTER	JX ENTERPRISES, INC					
	2256374S	07/01/25	01	INJECTOR REPLACEMENTS	01-410-54-00-5490		17,005.42
					INVOICE TOTAL:		17,005.42 *
					CHECK TOTAL:		17,005.42

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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543249	KENDCROS	KENDALL CROSSING, LLC					
	BD REBATE 05/25	07/10/25	01	MAY 2025 BUSINESS DIST. REBATE	01-000-24-00-2487		7,342.56
					INVOICE TOTAL:		7,342.56 *
					CHECK TOTAL:		7,342.56
543250	KLUBER	KLUBER, INC					
	9660	06/30/25	01	COMPLETED WORK ON CITY OF	24-216-60-00-6042		26,740.40
			02	YORKVILLE PUBLIC WORKS AND	** COMMENT **		
			03	PARKS MAINTENANCE BUILDING	** COMMENT **		
					INVOICE TOTAL:		26,740.40 *
					CHECK TOTAL:		26,740.40
543251	LANEMUCH	LANER, MUCHIN, LTD					
	696620	06/01/25	01	PROFESSIONAL SERVICES THROUGH	01-640-54-00-5463		112.50
			02	05-20-25	** COMMENT **		
					INVOICE TOTAL:		112.50 *
					CHECK TOTAL:		112.50
543252	LAUTAMEN	LAUTERBACH & AMEN, LLP					
	105565	06/26/25	01	APRIL 30, 2025-PROGRESS	01-120-54-00-5414		10,000.00
			02	BILLING	** COMMENT **		
					INVOICE TOTAL:		10,000.00 *
					CHECK TOTAL:		10,000.00
543253	M&D360	M&D 360 PHOTO BOOTH LLC					
	INV10081	05/16/25	01	2025 HTD PHOTO BOOTH	79-795-56-00-5602		1,500.00
					INVOICE TOTAL:		1,500.00 *
					CHECK TOTAL:		1,500.00

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)	52-520	SEWER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	79-790	PARKS DEPARTMENT	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-795	RECREATION DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	82-820	LIBRARY OPERATIONS	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL			95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543254	MARCO	MARCO TECHNOLOGIES LLC					
	558750592	06/26/25	01	06/20-07/20 COPIER LEASE	01-110-54-00-5485		266.29
			02	06/20-07/20 COPIER LEASE	01-120-54-00-5485		266.27
			03	06/20-07/20 COPIER LEASE	01-220-54-00-5485		532.58
			04	06/20-07/20 COPIER LEASE	01-210-54-00-5485		684.73
			05	06/20-07/20 COPIER LEASE	01-410-54-00-5485		53.80
			06	06/20-07/20 COPIER LEASE	51-510-54-00-5485		53.80
			07	06/20-07/20 COPIER LEASE	52-520-54-00-5485		53.79
			08	06/20-07/20 COPIER LEASE	79-790-54-00-5485		161.39
			09	06/20-07/20 COPIER LEASE	79-795-54-00-5485		266.29
				INVOICE TOTAL:			2,338.94 *
				CHECK TOTAL:			2,338.94
543255	MIDAM	MID AMERICAN WATER					
	250074A	06/24/25	01	AIR & VACUUM VALVE	51-510-56-00-5638		1,515.60
				INVOICE TOTAL:			1,515.60 *
	250637A	06/27/25	01	PIPE, ENDS	24-216-56-00-5656		844.14
				INVOICE TOTAL:			844.14 *
				CHECK TOTAL:			2,359.74
543256	MIDWSALT	MIDWEST SALT					
	P482379	05/09/25	01	BULK ROCK SALT	51-510-56-00-5638		3,257.36
				INVOICE TOTAL:			3,257.36 *
	P483163	07/07/25	01	BULK ROCK SALT	51-510-56-00-5638		3,322.69
				INVOICE TOTAL:			3,322.69 *
	P483172	07/07/25	01	BULK ROCK SALT	51-510-56-00-5638		3,047.56
				INVOICE TOTAL:			3,047.56 *
	P483173	07/07/25	01	BULK ROCK SALT	51-510-56-00-5638		3,074.62
				INVOICE TOTAL:			3,074.62 *
				CHECK TOTAL:			12,702.23

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

INVOICES DUE ON/BEFORE 07/22/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543257	MROWCO	MATHEWSON RIGHT OF WAY CO,					
	24-0387-09	06/30/25	01	LAKE MICHIGAN WATER SYSTEM	51-510-60-00-6011		10,557.50
			02	IMPROVEMENT PROJECT	** COMMENT **		
					INVOICE TOTAL:		10,557.50 *
					CHECK TOTAL:		10,557.50
543258	NARVICK	NARVICK BROS. LUMBER CO, INC					
	97322	06/19/25	01	CONCRETE	25-225-60-00-6010		1,373.00
					INVOICE TOTAL:		1,373.00 *
	97353	06/20/25	01	CONCRETE	79-790-56-00-5640		960.00
					INVOICE TOTAL:		960.00 *
					CHECK TOTAL:		2,333.00
543259	NEOPOST	QUADIENT FINANCE USA, INC					
	070225-CITY	07/02/25	01	REFILL POSTAGE MACHINE	01-000-14-00-1410		300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
543260	NICOR	NICOR GAS					
	00-41-22-8748 4-0625	07/02/25	01	06/03-07/02 1107 PRAIRIE LN	01-110-54-00-5480		57.60
					INVOICE TOTAL:		57.60 *
	15-64-61-3532 5-0625	07/02/25	01	06/0*07/02 1991 CANNONBALL	01-110-54-00-5480		60.00
					INVOICE TOTAL:		60.00 *
	20-52-56-2042 1-0625	06/30/25	01	05/30-06/30 420 FAIRHAVEN	01-110-54-00-5480		149.01
					INVOICE TOTAL:		149.01 *
					CHECK TOTAL:		266.61

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

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

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

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

INVOICES DUE ON/BEFORE 07/22/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543261	OSWEGO	VILLAGE OF OSWEGO					
	3182	07/08/25	01	STATE LOBBYIST CHARGE-JUN 2025	51-510-54-00-5462		1,166.67
			02	STATE LOBBYIST CHARGE-JUN 2025	01-640-54-00-5462		1,166.66
			03	FEDERAL LOBBYIST CHRГ-JUN 2025	51-510-54-00-5462		1,562.50
			04	FEDERAL LOBBYIST CHRГ-JUN 2025	01-640-54-00-5462		1,562.50
				INVOICE TOTAL:			5,458.33 *
				CHECK TOTAL:			5,458.33
543262	PIZZO	PIZZO AND ASSOCIATES, LTD					
	341-4	07/01/25	01	NATURALIZATION AREA UPKEEP AT	24-216-54-00-5446		732.19
			02	651 PRAIRIE POINTE DR	** COMMENT **		
				INVOICE TOTAL:			732.19 *
				CHECK TOTAL:			732.19
543263	PLEVELLJ	JACOB PLEVELL					
	2025 HTD	07/09/25	01	2025 HTD BAND	79-795-56-00-5602		3,000.00
				INVOICE TOTAL:			3,000.00 *
				CHECK TOTAL:			3,000.00
543264	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	4770	06/19/25	01	FLAGS OF VALOR	79-795-56-00-5606		428.00
				INVOICE TOTAL:			428.00 *
	4774	06/20/25	01	JULY 4TH SIGNAGE	79-795-56-00-5606		440.00
				INVOICE TOTAL:			440.00 *
	4792	07/01/25	01	2025 RIVER FEST SIGNS	79-795-56-00-5606		2,407.50
				INVOICE TOTAL:			2,407.50 *
	4795	07/02/25	01	2025 RIVER FEST SIGNS	79-795-56-00-5606		96.00
				INVOICE TOTAL:			96.00 *
				CHECK TOTAL:			3,371.50

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

INVOICES DUE ON/BEFORE 07/22/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543265	RCWEGMAN	R.C. WEGMAN CONSTRUCTION					
	3	06/30/25	01	WORK DONE ON YORKVILLE PUBLIC	24-216-60-00-6042		1,615,377.50
			02	WORKS & PARKS DEPARTMENT	** COMMENT **		
			03	FACILITY	** COMMENT **		
				INVOICE TOTAL:			1,615,377.50 *
				CHECK TOTAL:			1,615,377.50
543266	SNOWGIRL	STEPHEN FROST					
	2025 HTD BAND	07/09/25	01	2025 HTD BAND PERFORMANCE	79-795-56-00-5602		5,000.00
				INVOICE TOTAL:			5,000.00 *
				CHECK TOTAL:			5,000.00
543267	SUBURLAB	SUBURBAN LABORATORIES INC.					
	GA5003399	07/01/25	01	WATER TESTING	51-510-54-00-5429		2,578.00
				INVOICE TOTAL:			2,578.00 *
	GAS002961	06/02/25	01	MAY 2025 WATER TESTING	51-510-54-00-5429		938.00
				INVOICE TOTAL:			938.00 *
				CHECK TOTAL:			3,516.00
543268	UNIMAX	UNI-MAX MANAGEMENT CORP					
	5414	06/16/25	01	JUN 2025 OFFICE CLEANING AT	01-110-54-00-5488		369.55
			02	651 PRAIRIE POINTE	** COMMENT **		
			03	JUN 2025 OFFICE CLEANING AT	01-120-54-00-5488		369.55
			04	651 PRAIRIE POINTE	** COMMENT **		
			05	JUN 2025 OFFICE CLEANING AT	01-210-54-00-5488		1,061.38
			06	651 PRAIRIE POINTE	** COMMENT **		
			07	JUN 2025 OFFICE CLEANING AT	79-795-54-00-5488		318.11
			08	651 PRAIRIE POINTE	** COMMENT **		

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

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

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

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

INVOICES DUE ON/BEFORE 07/22/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543268	UNIMAX	UNI-MAX MANAGEMENT CORP					
	5414	06/16/25	09	JUN 2025 OFFICE CLEANING AT	01-220-54-00-5488		203.41
			10	651 PRAIRIE POINTE	** COMMENT **		
			11	JUN 2025 OFFICE CLEANING AT	01-410-54-00-5488		153.00
			12	PW BLDG	** COMMENT **		
			13	JUN 2025 OFFICE CLEANING AT	51-510-54-00-5488		153.00
			14	PW BLDG	** COMMENT **		
			15	JUN 2025 OFFICE CLEANING AT	52-520-54-00-5488		153.00
			16	JUN 2025 OFFICE CLEANING	82-820-54-00-5488		2,106.00
			17	JUN 2025 OFFICE CLEANING AT	79-790-54-00-5488		230.00
			18	185 WOLF	** COMMENT **		
			19	JUN 2025 OFFICE CLEANING AT	79-795-54-00-5488		230.00
			20	BEECHER CONCESSION	** COMMENT **		
			21	JUN 2025 OFFICE CLEANING AT	79-795-54-00-5488		230.00
			22	BRIDGE CONCESSION	** COMMENT **		
			23	JUN 2025 OFFICE CLEANING AT	79-795-54-00-5488		702.00
			24	PRESCHOOL BLDG	** COMMENT **		
			25	JUN 2025 OFFICE CLEANING AT	79-795-54-00-5488		230.00
			26	VAN EMMON	** COMMENT **		
				INVOICE TOTAL:			6,509.00 *
				CHECK TOTAL:			6,509.00
543269	UPCOMING	UP & COMING LLC					
	2025 HTD	07/09/25	01	2025 HTD BAND	79-795-56-00-5602		1,700.00
				INVOICE TOTAL:			1,700.00 *
				CHECK TOTAL:			1,700.00
543270	WATERSER	WATER SERVICES CO.					
	40821	06/30/25	01	TEST & CERTIFY RPZ AT VARIOUS	24-216-54-00-5446		1,575.00
			02	LOCATIONS	** COMMENT **		
				INVOICE TOTAL:			1,575.00 *
				CHECK TOTAL:			1,575.00

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

INVOICES DUE ON/BEFORE 07/22/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543271	WILCOXM CATHERINE B. WILCOX						
	2025 HTD BALANCE	07/09/25	01	2025 HTD FINAL PAYMENT	79-795-56-00-5602		2,750.00
					INVOICE TOTAL:		2,750.00 *
					CHECK TOTAL:		2,750.00
543272	YBSD YORKVILLE BRISTOL						
	2025.013	07/01/25	01	LANDFILL EXPENSE-JUL 2025	51-510-54-00-5445		26,686.46
					INVOICE TOTAL:		26,686.46 *
					CHECK TOTAL:		26,686.46
543273	YORKBIGB YORKVILLE BIG BAND						
	2025 HTD	07/09/25	01	2025 HTD BAND	79-795-56-00-5602		1,200.00
					INVOICE TOTAL:		1,200.00 *
					CHECK TOTAL:		1,200.00
543274	YORKPRPC YORKVILLE PARK & REC						
	2025 HTD	07/09/25	01	2025 HTD START UP CASH	79-795-56-00-5602		10,000.00
					INVOICE TOTAL:		10,000.00 *
					CHECK TOTAL:		10,000.00
543275	YOUNGM MARLYS J. YOUNG						
	061725-PW	06/29/25	01	06/17/25 PW MEETING MINUTES	01-110-54-00-5462		85.00
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		85.00
					TOTAL CHECKS PAID:		2,380,672.92
					TOTAL DIRECT DEPOSITS PAID:		390.00
					TOTAL AMOUNT PAID:		2,381,062.92

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



UNITED CITY OF YORKVILLE PAYROLL SUMMARY July 3, 2025

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	24,087.15	-	24,087.15	1,609.34	1,789.14	27,485.63
FINANCE	14,180.38	-	14,180.38	941.58	1,048.91	16,170.87
POLICE	150,622.04	5,453.66	156,075.70	503.75	11,605.70	168,185.15
COMMUNITY DEV.	37,034.67	-	37,034.67	2,376.11	2,757.93	42,168.71
STREETS	29,445.01	-	29,445.01	1,955.14	2,175.27	33,575.42
BUILDING & GROUNDS	6,877.80	106.48	6,984.28	473.71	531.37	7,989.36
WATER	24,657.06	622.44	25,279.50	1,621.41	1,854.22	28,755.13
SEWER	17,277.98	-	17,277.98	1,147.26	1,264.85	19,690.09
PARKS	40,986.59	233.63	41,220.22	2,486.29	3,096.56	46,803.07
RECREATION	31,712.19	-	31,712.19	1,607.87	2,371.38	35,691.44
LIBRARY	20,059.69	-	20,059.69	808.60	1,477.09	22,345.38
TOTALS	\$ 396,940.56	\$ 6,416.21	\$ 403,356.77	\$ 15,531.06	\$ 29,972.42	\$ 448,860.25

TOTAL PAYROLL

\$ 448,860.25



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, July 22, 2025

ACCOUNTS PAYABLE

DATE

FY 25

City Check Register - FY 25 *(Page 1)*

07/22/2025 11,481.80

SUB-TOTAL:

\$ 11,481.80

FY 26

Manual City Check Register - FY 26 *(Pages 2 - 3)*

07/11/2025 325,721.16

Manual City Check Register - FY 26 *(Pages 4 - 5)*

07/18/2025 596,588.06

City Check Register - FY 26 *(Pages 6 - 27)*

07/22/2025 2,381,062.92

SUB-TOTAL:

\$3,303,372.14

PAYROLL

Bi - Weekly *(Page 28)*

07/03/2025 \$ 448,860.25

SUB-TOTAL:

\$ 448,860.25

TOTAL DISBURSEMENTS:

\$ 3,763,714.19



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

Agenda Item Number

Consent Agenda #3

Tracking Number

PW 2025-66

Agenda Item Summary Memo

Title: East Alley Water Main Improvements – Illinois Railway, LLC License Agreement

Meeting and Date: City Council – July 22, 2025

Synopsis: East Alley Water Main Improvements – Recommendation to Accept the Illinois Railway, LLC License Agreement

Council Action Previously Taken:

Date of Action: PW – 7/15/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-66

Type of Vote Required: Approval

Council Action Requested: Acceptance of the Illinois Railway License Agreement

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
Jori Behland, City Clerk
Rob Fredrickson, Finance Director

Date: July 8, 2025
Subject: East Alley Water Main Improvements – Illinois Railway, LLC License Agreement

During the upcoming fall, the City will be replacing the water main located in East Alley in downtown Yorkville ahead of the planned revitalization of that area. As a part of the project, water main must be installed underneath railroad tracks owned by Illinois Railway, LLC. The City has undergone an extensive permitting process with the railroad including conversations on the cost and language of the License Agreement. The language of the agreement has been reviewed by the City Attorney and carries a one-time license fee of \$4,400.

We recommend the acceptance and approval of the License Agreement with Illinois Railway, LLC.

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

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A PIPE LINE CROSSING LICENSE AGREEMENT WITH ILLINOIS RAILWAY LLC

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

WHEREAS, as a part of the City’s East Alley Water Main Replacement Project, it is necessary to install a water main underneath railroad tracks owned by Illinois Railway, LL (the “*Illinois Railway*”); and

WHEREAS, Illinois Railway has agreed to grant the City a license for a 9.05 inch iron carrier fresh water pipe line inside a twenty-four (24) inch casing under its railway tracks for a one time fee of \$4,400; and

WHEREAS, it is necessary to construct this water main on Illinois Railway’s property as a part of the improvements the City has undertaken to its public water supply system and therefore the City is prepared to approve the Pipe Line Crossing License in the form attached to this Resolution.

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

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

Section 2. That the Pipe Line Crossing Agreement by and between the City of Yorkville and Illinois Railway, LLC, attached hereto as *Exhibit A* and made a part hereof by reference, is

hereby approved, and the Mayor and City Clerk are hereby authorized to execute and deliver said License on behalf of the United City of Yorkville.

Section 3. This Resolution shall be in full force and effect from and after 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

PIPE LINE CROSSING LICENSE

THIS LICENSE ("License") shall be effective on the last date of signature set forth below (the "Effective Date"), by Illinois Railway, LLC ("Licensor") and City of Yorkville ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

1. TERM:

This License shall take effect as of the Effective Date, and unless sooner terminated per the terms outlined in Section 9 and 10 of this License, shall remain in effect regardless of performance or non-performance of any of the covenants and agreements contained in this License and regardless of any fee having been paid in advance for any period without regard to any loss or damage incurred by either Party as a result of such termination or cancellation. Licensor will not execute this License until it receives a signed original from Licensee, and in no event is entry under this License permitted until Licensor returns a fully-executed copy to Licensee.

2. LOCATION:

In consideration of the license fee or other sums of money Licensee agrees to pay to Licensor, and of the covenants and agreements of Licensee as set forth in this License, Licensor hereby grants a license and permission to Licensee to construct, install, use, maintain, repair, relocate, operate and replace a fresh water Pipe Line, as more particularly described in Licensee's application, marked Exhibit "A", attached to this License and made a part of it by this reference, situated on, across, along or over Licensor's property at or near the City of Yorkville, County of Kendall, and State of Illinois (the "Premises"). The term Pipe Line shall be deemed to mean the actual line(s) and any and all appurtenances and that portion of Licensor's property, in so far as they relate to said Pipe Line. The location of the Pipe Line is more particularly described on the drawing marked Exhibit "B", attached to this License and made a part of it by this reference, but generally described as follows:

A 9.05" (inch) ductile iron carrier fresh water Pipe Line inside 24" steel (inch) casing, crossing Licensor's property, located at or near Mile Post No. 49.70, as shown on Exhibit "B".

3. LICENSE FEE:

- A. Licensee shall pay to Licensor as one time License Fee the sum of four thousand four hundred dollars (USD \$4,400.00), payable in advance on or prior to the Effective Date of this License. Licensee shall pay to Licensor any and all sales tax, if any and if applicable, which may occur as a result of the payment of the above license or other fees payable under this License.

4. SPECIFICATIONS:

- A. The Pipe Line shall be constructed, installed, used, maintained, repaired and operated in strict accordance with any and all current requirements and specifications adopted by the American Railway Engineering and Maintenance of Way Association, and in compliance with any and all law, statute, regulation or order of any federal, state or municipal governmental body or any agency thereof or

created thereby (collectively, "Laws"). Provided however, that all materials and workmanship employed in the construction, installation, use, maintenance, repair and operation of the Pipe Line shall be subject to the approval of the Licensor's Chief Engineer or authorized representative.

- B. An underground Pipe Line crossing under track(s) at a ninety degree (90°) angle, shall be encased in conduit for a MINIMUM of forty-eight feet (48'), twenty-four feet (24') on either side measured from the centerline of the track(s) or the full width of Licensor's property if less than forty-eight (48') feet. Crossings of a degree substantially greater or less than ninety degrees (90°) shall be encased in conduit for the full width of the track structure. The top of the encasement pipe shall be a MINIMUM of five and one half (5½') feet beneath surface of ground at all points within Licensor's property.
- C. Any appurtenance to the Pipe Line shall be constructed and maintained to a MINIMUM clearance of no less than fifteen (15') feet from the centerline of any track(s). The side clearance of fifteen (15') feet shall be maintained for a height of twenty-seven feet (27'). All Pipe Line(s) shall be constructed, as nearly as possible to cross under any track(s) at a right angle to said track(s).
- D. Licensee shall, except in emergencies, give not less than seventy-two (72) hours prior written notice to Licensor of the day, hour and location that it proposes to undertake any construction, installation, repair, relocation, replacement or maintenance work to the Pipe Line or otherwise on the Premises and in the event of an emergency shall notify Licensor as soon as possible. After completion of construction, relocation, installation or replacement of the Pipe Line, Licensee shall be required to execute Licensor's standard Right of Entry for any maintenance or repair work on the Pipe Line that requires entry onto Licensor's property or right-of-way. The Right of Entry Permit fee shall be waived for emergency repair and routine maintenance on the pipeline.
- E. Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified in this License; and for the purposes of the safety, protective and indemnification provisions of this License, such contractors and subcontractors, their agents, servants and employees, and other persons on the Licensor property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.
- F. Licensee shall, at no expense to Licensor, obtain all permits and approvals required to exercise its rights provided for pursuant to this License and Licensee shall install, maintain and operate its facilities in accordance with all requirements of such permits, approvals, the Law and any lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the Pipe Line and the construction or use of the Pipe Line or other of Licensee's facilities on Licensor's property or the operation of any of them.
- G. Licensor shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

5. PRESENT OCCUPATIONS:

Licensee shall make appropriate arrangements with any person or entity occupying Licensor's property which may be affected by the relocation, installation, construction or any maintenance or repair of the Pipe Line. Licensee's Pipe Line will not unreasonably interfere with the use of Licensor's property, or create any undue hardship on the person or entity occupying said property.

6. RISK, LIABILITY, INDEMNITY:

- A. Licensee acknowledges that persons and property on or near the Premises are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others; and Licensee accepts this License subject to such dangers.

- B.
 - a. **LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS LICENSOR, ITS PARENTS, OWNERS, AND AFFILIATES, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS CONFERRED BY THIS LICENSE) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT TO IT, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.**

 - b. **THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY ASSUMED BY LICENSEE UNDER THIS LICENSE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKERS' COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.**

 - c. **LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE PREMISES.**

 - d. **AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR**

INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

7. INSURANCE:

- A. Licensee shall purchase and maintain insurance as specified below covering the License, all the work, services, and obligations assumed or performed hereunder, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X by A. M. Best Company:
- i. **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing (CG 24 17 endorsement or equivalent).
 - ii. **Workers' Compensation and Employers' Liability Insurance** providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop gap endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.
 - iii. **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensee shall provide an MCS 90 endorsement.
 - iv. **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability, Employers' Liability, and Business Automobile Liability Insurances.
- The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.
- B. All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensor and any subsidiary, owner, parent or affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents,

shareholders, and employees ("Required Parties") as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

- C. All insurance shall provide Licensor a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.
- D. If Licensee cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.
- E. Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License.
- F. All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of the Required Parties.
- G. Notwithstanding the foregoing, Licensee may self-insure for any of the above required insurance coverages subject to the requirements specified in this paragraph. Licensee shall provide Licensor with audited financial statements and Licensor may, at its discretion, which shall not be unreasonably withheld, deem such financial statements acceptable prior to authorizing Licensee to self-insure. Licensee shall provide a letter of self-insurance to Licensor specifically stating which lines of coverage are self-insured and the amount of self-insurance maintained. The amount of any excess insurance that attaches to self-insurance below the required limits of insurance shall be identified in the letter and evidenced on a certificate of insurance. This letter of self-insurance shall be signed by Licensee's Risk Manager or another designated authorized signatory. With respect to Workers' Compensation, Licensee shall also provide state-issued self-insured authorization documents to Licensor, where applicable by state law.
- H. Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent or broker who have been instructed by Licensee to procure the insurance coverage required by this License. Upon signature of this License and renewal of insurance, if Licensee fails to maintain or provide evidence to Licensor of any insurance coverage required under this License, Licensor may terminate this License effective immediately.
- I. Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

8. WAIVER:

Licensee waives the right to question the validity of this License or any of the terms and provisions of it, or the right or power of Licensor to execute and enforce this License. This License is made without covenant on the part of Licensor to warrant its title to the property involved with the Pipe Line, or to give or to defend Licensee in the peaceful possession of the property and Licensee shall waive all right to claim damages in the event Licensee shall be evicted, ejected or required to surrender possession of the property by anyone owning or claiming title to or any interest in the property, or by reason of failure of title of Licensor, or for any other cause whatsoever. Licensee further agrees to indemnify and save harmless Licensor and to assume all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Licensor) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of Licensor's title affecting the right of Licensor to make this grant.

9. REPAIRS AND RELOCATION:

- A. Licensee will at all times maintain the Pipe Line in a safe and secure manner and in a condition satisfactory to Licensor. Licensor may request Licensee to change the location of the Pipe Line, or any part of it, or to make reasonable repairs or changes as the judgment of Licensor deems necessary in order to avoid interference with or danger in the use or operation of Licensor's railroad, or any of its present or future appurtenances. In the event it is desired by Licensor to use its property or any portion of it, occupied or impacted by the Pipe Line, then Licensee shall, at its sole expense, and within thirty (30) days after notice from Licensor to do so, (or on shorter notice in case of an emergency), make changes to the Pipe Line as required or remove the Pipe Line, or as much of the Pipe Line as is located upon the portion of the property as required by Licensor.
- B. If Licensee shall fail to perform any of its obligations contained in this License as to the maintenance of safe conditions in and about the Pipe Line or to make any necessary repairs, or to relocate the Pipe Line, then Licensor may cause such condition to be made safe, or change of location to be made, or repairs to be made, or Pipe Line to be removed from Licensor's property. Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost of the work, plus fifteen percent (15%) of the cost as a charge for the supervision, accounting, and use of tools; or Licensor may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.
- C. In case Licensor shall at any time, or from time to time, require the removal of only a portion of the Pipe Line, this License shall continue in force and be applicable to the portion or portions of the Pipe Line remaining from time to time until the entire Pipe Line has been removed and the License Fees or other fees payable under this License shall be adjusted accordingly.

10. TERMINATION:

If Licensee fails to keep or perform any of Licensee's covenants contained in this License, upon ninety (90) days written notice to Licensee and an opportunity to cure with such cure being completed within such ninety (90) day period or if such cure cannot be completed within ninety (90) days, in such time as necessary so long as Licensee is diligently pursuing such cure and in no event longer than one hundred eighty (180) days, Licensor shall have the right to terminate this License.

In addition to the foregoing, Licensor shall have the right to terminate this License and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than ninety (90) days prior to each anniversary of the effective date thereof, upon the occurrence of any of the following events:

- a. If Licensee shall permanently discontinue the use of operations of the Pipe Line; or
- b. If Licensor shall be required by any change in applicable Federal law after the Effective Date to remove, relocate, reconstruct, or discontinue operation of Licensor's railroad and any such removal, relocation, reconstruction, or discontinuance of operation of Licensor's railroad cannot be accomplished without removal of the Pipeline; or
- c. If Licensor determines and substantiates to Licensee that the Pipe Line endangers or threatens Licensor's employees or the safe operation or maintenance of the railroad.

11. RESTORATION:

Upon termination of this License, in accordance with the provisions of Section 10 of this License, Licensee shall promptly remove the Pipe Line from Licensor's property, and restore the property to its prior condition, or a condition satisfactory to Licensor. If Licensee fails to remove the Pipe Line within ninety days (90) after termination of this License, Licensor may remove same, and charge the expense of such removal to the Licensee on the basis provided in Section 9.B of this License.

12. MISCELLANEOUS:

- A. This License is executed by all Parties under current interpretation of any and all applicable Laws. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination of them, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.
- B. In the event this License is part of a package of agreements for Licensee, this License and all other such documents shall be read as compatible parts of the package and not in contradiction to each other, such that in the event of apparent conflict in any duties under this License or the package of agreements, Licensor shall designate which clause(s) shall survive or control any others.
- C. Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

If to Licensor:
 Illinois Railway, LLC
 ATTN: Real Estate
 252 Clayton Street, 4th Floor
 Denver, Colorado 80206

If to Licensee:

 ATTN: City of Yorkville
 651 Prairie Pointe Dr.
 Yorkville, IL 60560
 Phone: (630) 770-9915

WITH A COPY TO:
 ATTN: General Counsel
 252 Clayton Street, 4th Floor
 Denver, Colorado 80206

- D. No oral promises, oral agreements, or oral warranties shall be deemed a part of this License, nor shall any alteration, amendment, supplement or waiver of any of the provisions of this License be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.
- E. This License is made subject to the rights previously or simultaneously granted by or through Licensor for any surface, sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of fences, pipelines, communication lines, power lines, railroad tracks and signals, and any and all appurtenances applicable to them. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Pipe Line by Licensee.
- F. This License and all of the provisions contained in it shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Notwithstanding the forgoing, Licensee agrees not to assign this License or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of License may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensor. Notwithstanding the foregoing, Licensee shall remain liable to Licensor as a guarantor of Licensee's successor in interest to this License.
- G. Nothing in this License shall be construed to place any responsibility on Licensor for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities.
- H. Any approval given or supervision exercised by Licensor under this License, or failure of Licensor to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License.
- I. The failure of the Licensor to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.
- J. Licensee further indemnifies Licensor against any and all liens that may be placed against Licensor's property in the course of construction of this crossing, and agrees to immediately satisfy any liens so placed.
- K. In the event that Licensor shall incur any costs or expenses, including attorneys' fees and costs, in enforcing Licensee's covenants and agreements under this License, Licensee shall reimburse Licensor for all such costs, expenses and legal fees as an additional fee under this License.
- L. This License shall be governed under the laws of the State of Illinois, and venue shall be proper in the federal or state courts of the State of Illinois for any action arising under the terms of this License or

performance of it. The section headings of this License have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this License. This License shall be read with all changes of gender and number required by the context. Time shall be of the essence in this License and each of the provisions of it.

- M. Licensors remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.
- N. All of the obligations, representations and warranties of the Licensee accruing under this License during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term.
- O. Licensors shall not be responsible for any loss, damage, delay or non-performance caused by accidents, labor difficulties, acts of God, governmental action or by any other cause which is unavoidable or beyond its reasonable control.
- P. Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.
- Q. All exhibits attached to this License are incorporated by reference as if fully set forth in this License.

IN WITNESS WHEREOF, the Parties have executed this License as of the last date of execution set forth below:

Licensor: Illinois Railway, LLC	Licensee: City of Yorkville
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

☐

Check the box if this is a RUSH application. Add \$1,500 USD (\$1,903 CAD) in addition to the application fee listed below.

PIPELINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Proposed plans must be approved by the railroad and a crossing agreement must be fully executed between the railroad and the applicant before construction can begin. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirements of the railroad. One original of this form shall be submitted, accompanied by letter- sized Engineer Stamped Plans, elevation section of crossing from field survey, location in respect to Mile Post, width of railroad right of way, location of adjacent structures that may impede the crossing, and all information required in Figures 1 and 2 of AREMA Specifications, Part 5. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall be shown.

Provide location (i.e. address, city, street, railroad milepost) and engineer stamped plans of the proposed leased premises with dimensions, coordinates and directions. Also depict any planned improvements on the leased premises with dimensions from nearest track (may incur additional costs or agreements for above ground occupancy). In addition, annual fees will be assessed pursuant to a written lease agreement. Please return the completed application, proposed plans indicating the location of the pipe, and a check for the non-refundable fee of \$6,000 USD (\$7,611 CAD).

Make check(s) payable to:

OmniTRAX Inc.
C/O AR Real Estate Department
252 Clayton Street, 4th Floor
Denver, CO 80206

If the application is approved, the applicant agrees to reimburse property owner for any cost incurred by property owner incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation as provided in the agreement to be executed.

Incomplete applications may result in processing delays. Applications submitted without the required fees will not be processed.

Please note, if the submitted application and prints require review by any independent environmental (HAZMAT) or other outside consultants, this review will be at applicant's sole cost and in addition to the aforementioned fees.

Canadian residents/businesses, this fee is a taxable supply, please include applicable GST

STANDARD APPLICATION PROCESS IS 60 DAYS. REQUESTS FOR RUSH SERVICE: Once a **COMPLETE** application and required fees are received, including the rush fee of \$1,500 USD (\$1,903 CAD), a draft agreement will be made available for review within twenty one (21) business days. Please be sure to mark the box above.

Once an executable agreement is submitted to you, the license must be fully negotiated and executed within thirty (30) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: SS



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

If you have not reviewed the Railroad's Utility Accommodation Policy, please contact our Real Estate office at omnitrax.real.estate@omnitrax.com or 303.398.0441 to receive a copy prior to submittal of this application

SECTION 1:

1. Complete Legal Name of Applicant: Engineering Enterprises, Inc.
2. Agreement to be in the name of (if different from above): United City of Yorkville
3. Type of Entity (please mark one): Corporation ☐ LLC ☐ Individual ☒ Municipality ☐
Partnership ☐ General ☐ Limited ☐ Other ☐
4. If applicable, state/province of incorporation or organization: Yorkville, IL
5. Federal Tax Identification number (U.S. Leases): _____
6. Mailing Address: 651 Prairie Pointe Dr, Yorkville, IL 60560
7. Overnight Delivery Service Address (if different): _____
8. Contact Person: Sydney Shaffer Title: Project Engineer
9. Phone No.: (630) 466 - 6763 Fax No.: (630) 466 - 6701
10. Email: sshaffer@eeiweb.com
11. Email Address Where Notices Can be Sent to: sshaffer@eeiweb.com
12. **Billing Contact Name, Phone Number, and Address Required:**
Sydney Shaffer 630-466-6763
52 Wheeler Rd. Sugar Grove, IL 60554
13. Railroad Name: Illinois Railway
- Nearest Milepost: IR: 50 DOT No.: 065028W
- Track Station (from): _____ Track Station (to): _____
- Property Address REQUIRED:**
202 S Bridge St Yorkville, IL 60560
- Section: 33 Township: 37N Range: 7E
- City: Yorkville County: Kendall State: IL
- Geographical Coordinates Required**
Latitude: 41.64212 Longitude: -88.44665
- Located on the (N/S/E/W) E side of (landmark, intersection)
S Bridge St and E Hydraulic Ave

SECTION 2:

All specifications meet or exceed Railroad's Utility Accommodation Policy **INITIAL HERE:** _____

OR Variance requested – PLEASE DESCRIBE IN DETAIL (attach separate sheet if necessary):

See attached variance letter.

- Temporary track support or rewapping required? () Yes ☒ No If yes, please describe: _____



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

- Wires, poles, obstructions to be relocated? () Yes ☒ No If yes, please describe _____
- Product to be conveyed: Water
- Flammable? () Yes ☒ No Temp _____
- Max. Working Pressure: 70 PSI. Field Test Pressure: 150 PSI.
Type test: 2 Hour 150psi Pressure Test as described in Section 41-2.14 of the Standard Specifications for Water and Sewer Construction in Illinois
- Location of shut-off valve: 27 ft south and 27 ft northwest of the railroad crossing at E Hydraluc Ave and East Alley
- PIPE SPECIFICATIONS:**

	CARRIER PIPE	CASING PIPE
Material	<u>Ductile Iron</u>	<u>Steel</u>
Material Specifications and Grade	<u>ANSI/AWWA A21.51/C151 CLASS 52</u>	<u>ASTM A139 (ANSI B36.10); Grade B</u>
Min. Yield Strength of Mat. PSI	<u>42,000</u>	<u>35,000</u>
Mill Test Pressure PSI	<u>500</u>	<u>2,800</u>
Inside Diameter	<u>8 in.</u>	<u>15.25 in.</u>
Wall Thickness	<u>0.33 in.</u>	<u>0.219 in.</u>
Outside Diameter	<u>9.05 in.</u>	<u>16 in.</u>
Type of Seam	_____	_____
Laying Lengths	<u>20 ft</u>	<u>20 ft</u>
Kind of Joints	<u>Mechanical</u>	<u>Welded</u>
Total Length within RR R/O/W	<u>50 ft</u>	<u>50 ft</u>

VENTS: # 0 Size _____ Ht. above ground _____

SEALS: Both ends X One end _____ BURY: Base of rail to top of casing 5 ft. 6 in.

BURY (Not beneath tracks): 5 ft. 6 in. BURY (Roadway pipe): 5 ft. 6 in.

CATHODIC PROTECTION: ☒ Yes () No

PROTECTIVE COATING: ☒ Yes () No Kind: Bituminous

Type, size, and spacing of insulators or supports: 2.5", Cascade Stainless Steel casing Spacers, Every 10'

- Method of Installation: Dry Jacking and Boring



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

By submitting this application for credit, you authorize OmniTRAX or affiliate, to make any inquiries necessary to determine credit worthiness. You release your banking instruction release details that would assist to determine creditworthiness.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for any NSF/Non-Sufficient Checks.

Date: 3/31/25

Signature: 

Name Printed: Sydney Shaffer

Title: Project Engineer

Phone No.: 630-466-6763

Fax No: 630-466-6701

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION

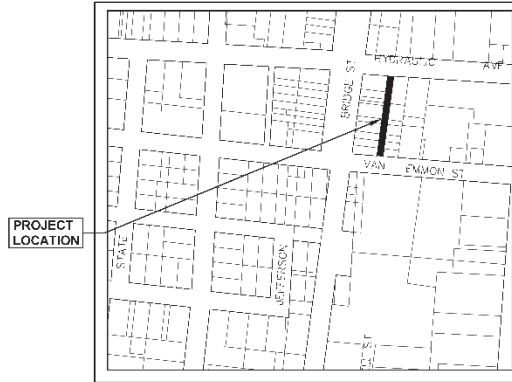
UNITED CITY OF YORKVILLE
IEPA PERMIT SUBMITTAL: MARCH 2025
BID ISSUE: MAY 2025

UNITED CITY OF YORKVILLE OFFICIALS

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

INDEX OF SHEETS

1. COVER SHEET
- 2-3. GENERAL NOTES AND CONSTRUCTION SPECIFICATIONS
SUMMARY OF QUANTITIES AND LEGEND
4. EAST ALLEY PLAN AND PROFILE
STA 10+00 TO STA 14+00
- 6-7. TYPICAL DETAILS



LOCATION MAP
N.T.S.

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



Engineering Enterprises, Inc.
Consulting Engineers
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com
PROFESSIONAL DESIGN FIRM # 184-002003



ENGINEER'S CERTIFICATION

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

DATED AT SUGAR GROVE, ILLINOIS,
THIS 10TH DAY OF MARCH, 2025.

Veronica Hall
VERONICA HALL P.E.
ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 082-052951
EXPIRATION DATE: 11/30/25



SITE REFERENCE MARK 1

NORTHEAST BOLT COVER ON THE TRAFFIC LIGHT BASE
AT THE NORTH-EAST CORNER OF VAN EMMON ST AND
RT. 47

ELEVATION = 595.30

SITE REFERENCE MARK 2

RAILROAD SPIKE IN THE SOUTHWEST SIDE OF THE
UTILITY POLE AT THE ENTRANCE TO BOB'S BEST SEPTIC
ELEVATION = 584.81

REVISIONS

REVISIONS

SOIL EROSION AND SEDIMENTATION CONTROL

- REF ID: A66523

	Engineering Enterprises, Inc. CONSULTING ENGINEERS 92 Wheeler Road Naperville, Illinois 60563 Tel: 630.670.0100 / www.eeiinc.com	KENDALL CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS	<div style="border: 1px solid black; padding: 2px; width: 50px; margin: 0 auto;"> 2 </div> <p style="font-size: 8px; margin-top: 5px;"> Size = 1" = 10' printed FILE size Add-on: 100% scales to print size </p>	EAST ALLEY WATER MAIN IMPROVEMENTS	GENERAL NOTES AND CONSTRUCTION SPECIFICATIONS	DATE: MAY 2025 PROJECT NO: Y0245-01 FILE: Y02457-CW
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AWWA C651-23 SECTION 5.5: DISINFECTION PROCEDURES WHEN CUTTING INTO OR REPAIRING EXISTING MAINS

5.5.1 GENERAL. THE PLANNED, UNPLANNED, OR EMERGENCY REPAIR OF A WATER MAIN OR APPURTENANCE (E.G., VALVE) IS TIME-SENSITIVE, SO AN IMPORTANT GOAL IS TO MINIMIZE THE DISRUPTION OF WATER SERVICE TO CUSTOMERS. NONETHELESS, THE REPAIR WORK NEEDS TO BE ACCOMPLISHED USING SANITARY AND SAFE PROCEDURES BY WELL-TRAINED CREWS WITH PROPER SUPERVISION AND GUIDANCE. REFER TO PREVENTIVE AND CORRECTIVE MEASURES DESCRIBED PREVIOUSLY IN SEC. 5.2.2, SEC. 5.2.3, SEC. 5.2.4, AND SEC. 5.2.5. FOLLOW ALL PERSONAL PROTECTION PRECAUTIONS WHEN WORKING WITH CHLORINE SOLUTIONS.

5.5.2 BASIC DISINFECTION. WORK SHOULD FOLLOW BASIC DISINFECTION AND CONTAMINATION PREVENTION PROCEDURES:

1. PREVENTING CONTAMINANTS FROM ENTERING THE EXISTING PIPE DURING THE REPAIR SUCH AS BY MAINTAINING POSITIVE PRESSURE IN THE LEAKING PIPE UNTIL THE REPAIR SITE ON THE PIPE IS FULLY EXPOSED, BY MAINTAINING A DETAILED TRENCH, AND BY KEEPING ALL PIPE MATERIALS BEING USED IN THE REPAIR IN A CLEAN AND SANITARY CONDITION.

2. INSPECTION, CLEANING, AND DISINFECTION (BY SPRAYING OR SWABING WITH A MINIMUM 1 PERCENT CHLORINE SOLUTION) OF EXPOSED PORTIONS OF EXISTING PIPE INTERIOR SURFACES.

PIPE MATERIALS USED IN THE REPAIR

HANDLED MATERIALS AND TOOLS USED TO MAKE THE REPAIR

3. AS APPROPRIATE, ADVISING AFFECTED CUSTOMERS TO ADEQUATELY FLUSH THEIR SERVICE LINES UPON RETURN TO SERVICE.

5.5.3 SELECTION OF DISINFECTION PROCEDURE. THE DISINFECTION PROCEDURE SELECTED SHOULD BE DETERMINED BY THE CONDITIONS AND SEVERITY OF THE MAIN BREAK. MANY LEAKS OR BREAKS CAN BE REPAIRED UNDER CONTROLLED CONDITIONS WITHOUT DEPRESSURIZING THE WATER MAIN, SUCH AS WHEN APPLYING A CLAMP TO A SMALL CRACK OR HOLE. THIS PREVENTING CONTAMINANTS FROM ENTERING THE WATER SYSTEM. IN MOST OTHER SITUATIONS, THE WATER MAIN CAN BE MAINTAINED PRESSURIZED UNTIL THE BREAK SITE IS SECURED AND THE PIPE IS FULLY EXPOSED. SOME CIRCUMSTANCES (E.G., SEVERE DISRUPTION OF THE LOCAL ENVIRONMENT OR LOSS OF THE ROADWAY) THAT IMPACT PUBLIC SAFETY MAY REQUIRE THAT WATER PRESSURE BE SUBSTANTIALLY REDUCED BEFORE EXPOSING THE PIPE IN THE AREA OF THE LEAK. SOME SITUATIONS BECOME CATASTROPHIC WHEN THERE IS A PIPE BLOWOUT AND A LOSS OF WATER PRESSURE BEFORE SHUTDOWN, REQUIRING DISINFECTION PROCEDURES EQUIVALENT TO THOSE OF A NEW MAIN INSTALLATION. THE PROCEDURES DETAILED IN SEC. 5.5.3.1 THROUGH SEC. 5.5.3.3 DESCRIBE THE CONTAMINATION RISKS AND THE ASSOCIATED DISINFECTION AND SAMPLING REQUIREMENTS FOR DIFFERENT SCENARIOS OF PIPELINE REPAIR FOR SPECIFIC SITUATIONS THAT ARE NOT COVERED IN SEC. 5.5.3.1 THROUGH SEC. 5.5.3.3. CAREFUL EVALUATION WILL BE NEEDED TO DETERMINE THE APPROPRIATE DISINFECTION AND SAMPLING METHODS REQUIRED.

NOTE THAT THE PROCEDURES EXPLAINED IN SEC. 5.5.3.1, SEC. 5.5.3.2, AND SEC. 5.5.3.3 FOR DISTRIBUTION MAINS MAY NEED TO BE MODIFIED FOR LARGE TRANSMISSION MAINS. LARGE MAINS MAY NEED ADDITIONAL WORK (SUCH AS VALVE REPLACEMENT OR A SPECIAL ORDER REQUIRED FOR CONNECTION), MAY BE OUT OF SERVICE FOR MORE THAN A DAY, OR MAY NOT BE APPROPRIATE FOR A SCOUR FLUSH. THESE MODIFICATIONS NEED TO BE MADE ON A CASE-BY-CASE BASIS, BUT THE PROCEDURES OUTLINED IN AAS/AWWA C651 SHOULD STILL BE TAKEN INTO CONSIDERATION.

5.5.3.1 CONTROLLED PIPE REPAIR WITHOUT DEPRESSURIZATION. IN THIS SITUATION, ACTIVITIES ARE WELL-CONTROLLED, AND A FULL SHUTDOWN IS NOT NEEDED, THUS MAINTAINING POSITIVE PRESSURE TO THE AREA OF SHUTDOWN AND AROUND THE BREAK SITE AT ALL TIMES.

THE REPAIR SITE IS EXPOSED, AND THE TRENCH IS ADEQUATELY DETAILED SO THAT THE REPAIR SITE CAN BE CLEANED AND DISINFECTED BY SPRAYING OR SWABING WITH A MINIMUM 1 PERCENT CHLORINE SOLUTION. THE WATER MAIN IS THEN RETURNED TO SERVICE WITH FLUSHING TO OBTAIN THREE VOLUMES OF WATER TURNOVER, MAKING SURE THAT THE FLUSHED WATER IS VISUALLY CLEAR. NO BACTERIOLOGICAL TESTING IS NECESSARY. IT IS ADVISABLE TO CHECK FOR A TYPICAL SYSTEM CHLORINE RESIDUAL AND, IF IT IS NOT FOUND, TO CONTINUE FLUSHING UNTIL RESIDUALS ARE RESTORED TO LEVELS MAINTAINED IN THE DISTRIBUTION SYSTEM BY THE WATER UTILITY (IF THE SYSTEM OPERATES WITH A DISINFECTANT RESIDUAL).

5.5.3.2 CONTROLLED PIPE REPAIR WITH DEPRESSURIZATION AFTER SHUTDOWN. IN THIS SITUATION, AFTER THE REPAIR SITE HAS BEEN EXPOSED AND SECURED FROM TRENCH SOLID WATER CONTAMINATION, THE WATER MAIN IS DEPRESSURIZED BY A SHUTDOWN TO COMPLETE THE REPAIR. THE REPAIR SITE SHOULD BE CLEANED AND DISINFECTED BY SPRAYING OR SWABING WITH A MINIMUM 1 PERCENT CHLORINE SOLUTION. THE WATER MAIN IS THEN RETURNED TO SERVICE WITH FLUSHING TO SCOUR THE PIPE AND OBTAIN THREE VOLUMES OF WATER TURNOVER, MAKING SURE THAT THE FLUSHED WATER IS VISUALLY CLEAR. IT IS ADVISABLE TO CHECK FOR A TYPICAL SYSTEM CHLORINE RESIDUAL AND, IF IT IS NOT FOUND, TO CONTINUE FLUSHING UNTIL RESIDUALS ARE RESTORED TO LEVELS MAINTAINED IN THE DISTRIBUTION SYSTEM BY THE WATER UTILITY (IF THE SYSTEM OPERATES WITH A DISINFECTANT RESIDUAL).

AWWA C651-23 SECTION 5.5: DISINFECTION PROCEDURES WHEN CUTTING INTO OR REPAIRING EXISTING MAINS (CONTINUED)

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

5.5.3.3 UNCONTROLLED PIPE BREAK WITH A LIKELIHOOD OF WATER CONTAMINATION OR LOSS OF SANITARY CONDITIONS DURING REPAIR. IN SITUATIONS WHERE THE EXISTING MAIN

TO BE REPAIRED CANNOT BE PROTECTED AND KEPT FREE OF CONTAMINATION AND THERE ARE OBVIOUS SIGNS OF CONTAMINATION (E.G., MUDDY TRENCH WATER FLOWING INTO THE BROKEN PIPE, A LEAKING SEWER PIPE IN THE TRENCH, OR A CATASTROPHIC PIPE FAILURE WHERE THE PIPE IS OPEN AND THERE IS A LIKELIHOOD THAT CONTAMINATION WAS DRAWN INTO THE ACTIVE SYSTEM) OR WHEN A CONTROLLED REPAIR SITUATION EXISTS INTO A SITUATION IN WHICH THE INTERNAL PIPE AND WATER HAVE BECOME CONTAMINATED, THE PROCEDURES OUTLINED IN SEC. 4.3, SEC. 4.4, SEC. 4.5, OR SEC. 4.6 SHOULD BE FOLLOWED WHERE PRACTICAL. THESE METHODS SPECIFY CHLORINE DOSES OF 25 TO 200 MG/L; HOWEVER, SUCH LEVELS MAY PRESENT GREATER HARM IF THE LINE OR SERVICES CANNOT BE RELIABLY ISOLATED OR SHUT DOWN AND EXPOSURE OF CUSTOMERS TO HIGH CONCENTRATIONS OF CHLORINE CANNOT BE CONTROLLED. THIS CHLORINE RESIDUALS UP TO 4 MG/L (BASED ON ANNUAL AVERAGES) ARE ALLOWED BY FEDERAL DRINKING WATER REGULATIONS. THEREFORE, THIS LEVEL IS SUGGESTED AS A MINIMUM TO BE MAINTAINED FOR AT LEAST 16 H IN CONJUNCTION WITH FLUSHING, COLIFORM SAMPLING, AND ASSOCIATED CUSTOMER EDUCATION. SUCH SITUATIONS REQUIRE CAREFUL REVIEW AND NEED TO BALANCE THE PUBLIC HEALTH RISKS OF THE PIPELINE FAILURE AS WELL AS THE REPAIR PROCESS.

WHERE PRACTICAL AND APPROPRIATE, CONSIDERING THE RISKS OF PUBLIC EXPOSURE TO HIGH CONCENTRATIONS OF CHLORINE, AND IN ADDITION TO THE PROCEDURES PREVIOUSLY DESCRIBED IN THIS STANDARD, THE SECTION OF PIPE IN WHICH THE BREAK IS LOCATED SHALL BE ISOLATED, ALL SERVICE CONNECTIONS SHUT OFF, AND THE SECTION FLUSHED AND DISINFECTED. IF THE SLUG CHLORINATION METHOD IS EMPLOYED, THE DOSE MAY BE INCREASED TO 45 MG/L AS WELL AS 200 MG/L, AND THE CONTACT TIME REDUCED TO AS LITTLE AS 15 MIN. AFTER CHLORINATION AND REPAIR, PERFORM SCOUR FLUSHING AT 3.0 FT/S (0.91 M/S) OR GREATER FOR A MINIMUM OF THREE PIPE VOLUMES AND CONTINUE UNTIL DISCOLORED WATER IS NOT OBSERVED AND THE CHLORINE RESIDUAL IS RESTORED TO THE LEVELS MAINTAINED IN THE DISTRIBUTION SYSTEM BY THE WATER UTILITY.

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

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

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

5.6. TEMPORARY SERVICE LINES. TEMPORARY WATER SERVICE LINES TO CUSTOMERS DURING MAIN REPAIR ACTIVITIES SHALL BE DISINFECTED BEFORE USE. MATERIALS SHALL MEET THE NSF/ANSI/CAN 61 CERTIFICATION FOR POTABLE WATER USE. DISINFECTION SHALL BE ACCOMPLISHED BY THE PROCEDURES IN SEC. 4.4 OR SEC. 4.5 FOLLOWED BY SCOUR FLUSHING AT 3.0 FT/S (0.91 M/S) OR GREATER FOR A MINIMUM OF THREE PIPE VOLUMES (SEE TABLE 33) OR UNTIL THE WATER RUNS VISUALLY CLEAR AND PREFERABLY A MEASURABLE CHLORINE RESIDUAL IS RESTORED.

SUMMARY OF QUANTITIES

ITEM NO.	ITEM	UNIT	QUANTITY
WATER MAIN IMPROVEMENTS			
1	WATER MAIN D.I.P. CLASS 52, WITH POLYETHYLENE WRAP BANCH	FOOT	15
2	WATER MAIN D.I.P. CLASS 52, WITH POLYETHYLENE WRAP BANCH	FOOT	268
3	WATER MAIN D.I.P. CLASS 52, WITH POLYETHYLENE WRAP BANCH, 10SS RESTRAINED	FOOT	85
4	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	49
5	CONNECTION TO EXISTING WATER MAIN BANCH	FOOT	1
6	DISCONNECT AND REMOVAL EXISTING WATER MAIN	EACH	1
7	GATE VALVE (FLANGE) SEAT IN 48" VALVE END	EACH	1
8	GATE VALVE (FLANGE) SEAT IN 48" VALVE END	EACH	1
9	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	1
10	VALVE VAULT TO BE AS NOTED	EACH	1
11	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	742
12	WATER MAIN PROTECTION, 1" DIA.	FOOT	2
13	WATER SERVICE PIPE, 18" DIA.	FOOT	962
14	WATER SERVICE CONNECTION, 1" DIA.	EACH	13
15	CONCRETE RETAINING WALL REMOVAL	FOOT	6.5
16	NON-SPECIAL NONHAZARDOUS SOLID WASTE DISPOSAL, TYPE 1	TONS	50
17	NON-SPECIAL NONHAZARDOUS SOLID WASTE DISPOSAL, TYPE 2	TONS	25
18	POOR MASONRY	CY	15
19	SANITARY SEWER SERVICE CLEANOUT	EACH	9
20	SANITARY SEWER SERVICE PIPE, PVC SDR 26, 18" DIA.	FOOT	55
21	SANITARY SEWER SERVICE CONNECTION	EACH	1
22	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	962
23	18" DIA. CHLORINE PIPE, 100# AND JOINT	EACH	9
24	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	462
25	18" DIA. CHLORINE PIPE, 100# AND JOINT	EACH	3
26	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	1
27	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	25
28	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	25
29	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	25
30	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	25
31	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	25
32	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	25
33	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	25
34	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	25
35	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	25
36	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	25
37	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	25
38	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	25
39	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	25
40	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	25
41	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	25
42	18" DIA. CHLORINE PIPE, 100# AND JOINT	FOOT	25

LEGEND

EXISTING	DESCRIPTION	PROPOSED
+	SANITARY SEWER	+
+	STORM SEWER	+
+	18" DIA. CHLORINE PIPE	+
+	WATER MAIN & BOX	+
+	SEWER SERVICE	+
+	CONCRETE	+
+	GAS MAIN	+
+	TELEPHONE CABLE	+
+	SALT FLUSH	+
+	MANHOLE	+
+	CATCH BASIN	+
+	INLET	+
+	OUTLET	+
+	VALVE VAULT	+
+	TRIE	+
+	ELEVATION	+
+	TRENCH BACKFILL	+
+	SMALL LIGHT	+
+	FOUND RIGID PIPE	+
+	GUY WIRE	+
+	FLAP POLE	+
+	UTILITY POLE	+
+	UTILITY POLE	+
+	HANDHOLE	+
+	STRAY SALES	+
+	NEW DESIGNATED FOR REMOVAL	+
+	TRIE PROTECTION REQUIRED	+
+	BITUMASTIC PAVEMENT	+
+	CONCRETE	+
+	GRAVEL	+

DESIGNED BY: 5051 PLUMBING PLUMBERS, INC.

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CONSULTING ENGINEERS
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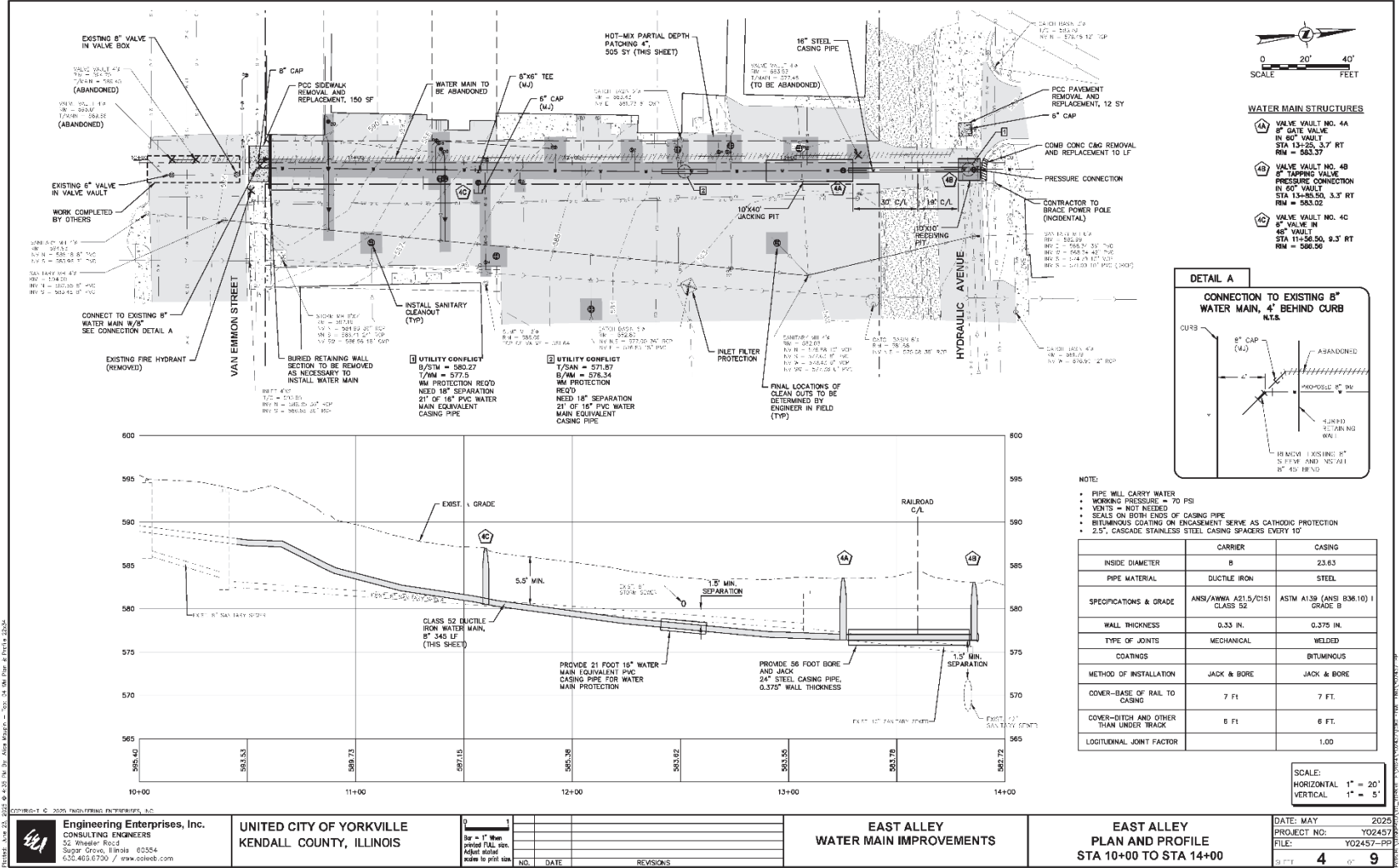
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

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EAST AVAL
WATER MAIN IMPROVEMENTS

GENERAL NOTES,
CONSTRUCTION SPECIFICATIONS AND
SUMMARY OF QUANTITIES

DATE: MAY 2020
PROJECT NO: Y02457
FILE: Y02457-CVR
SHEET: 3 OF 9



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
50 Wheeler Road
Sugar Grove, Illinois 60554
630.403.6730 / www.eeinc.com

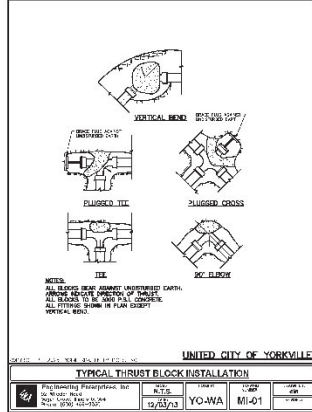
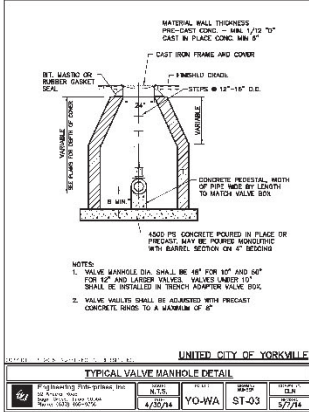
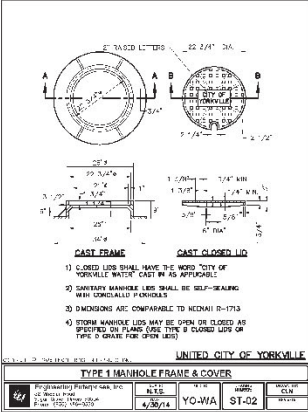
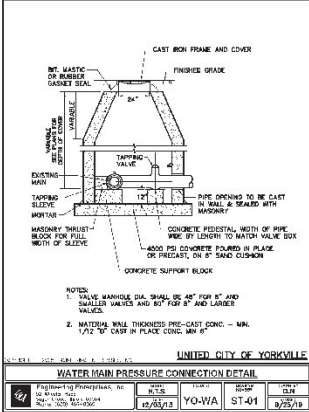
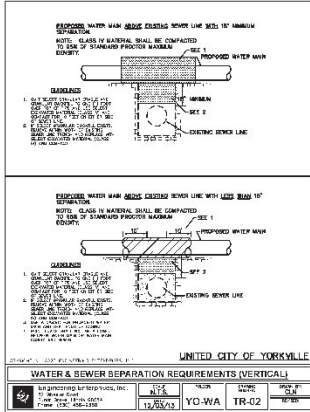
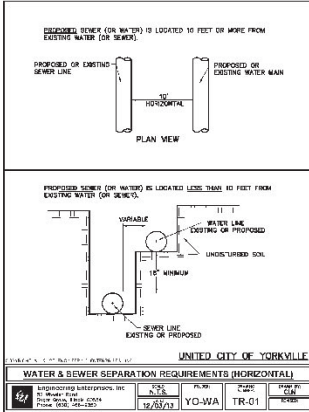
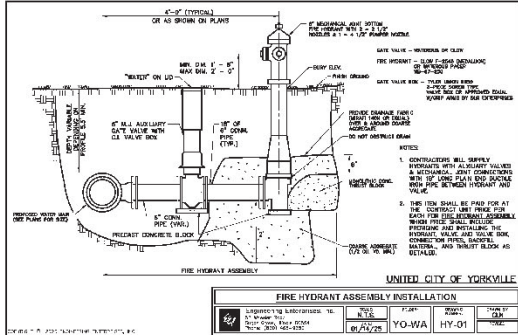
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

0	1			
Bar = 1" when printed FULL size. Adjust stated scale to print size.				

EAST ALLEY
WATER MAIN IMPROVEMENTS

EAST ALLEY
PLAN AND PROFILE
STA 10+00 TO STA 14+00

DATE: MAY 2025
PROJECT NO: Y02457
FILE: Y02457-PP
SHEET 4 OF 9



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
500 West 1st Street
Naperville, IL 60563
TEL: 630.410.0000 / FAX: 630.410.0001

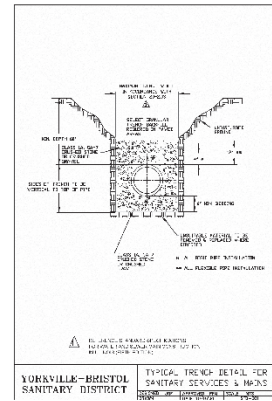
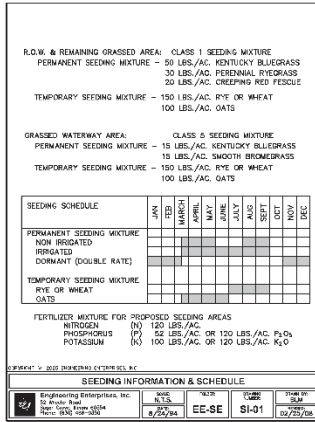
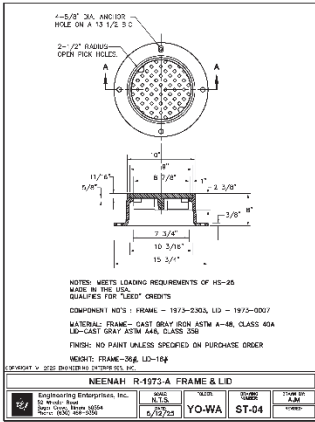
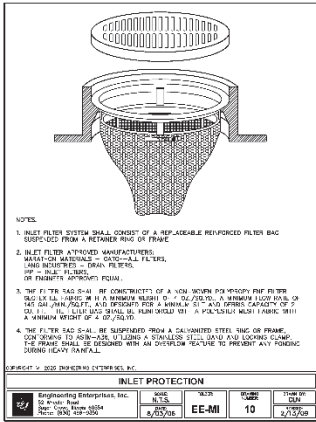
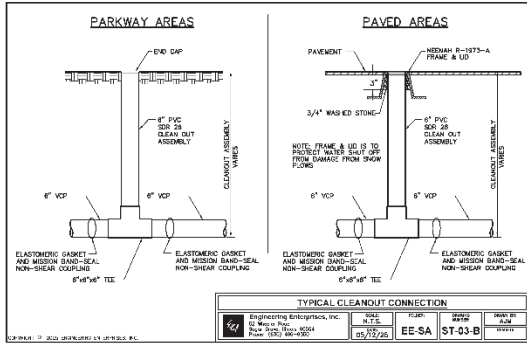
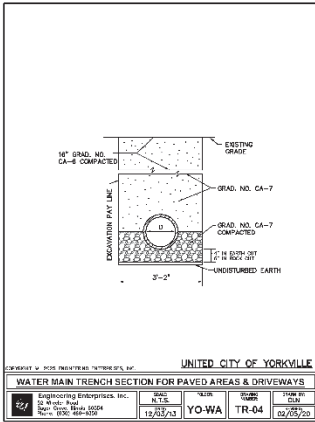
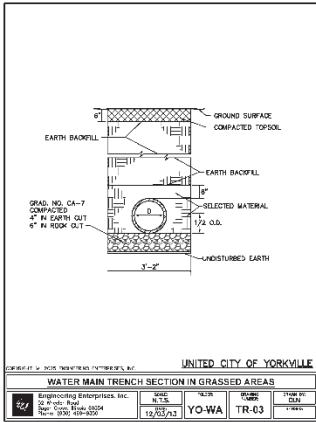
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

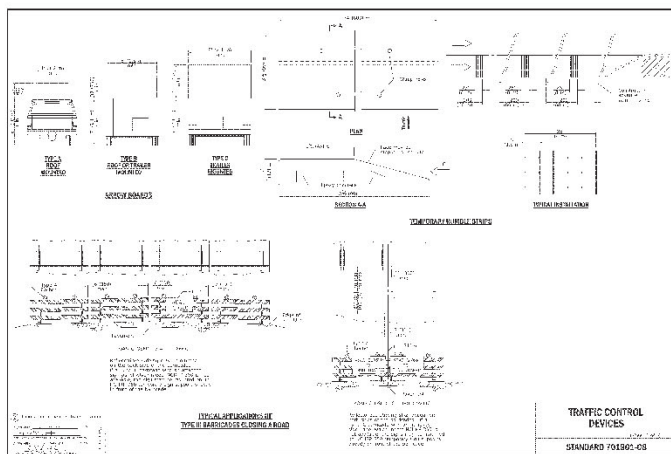
NO.	DATE	REVISIONS
1	4/30/14	ISSUED FOR PERMIT

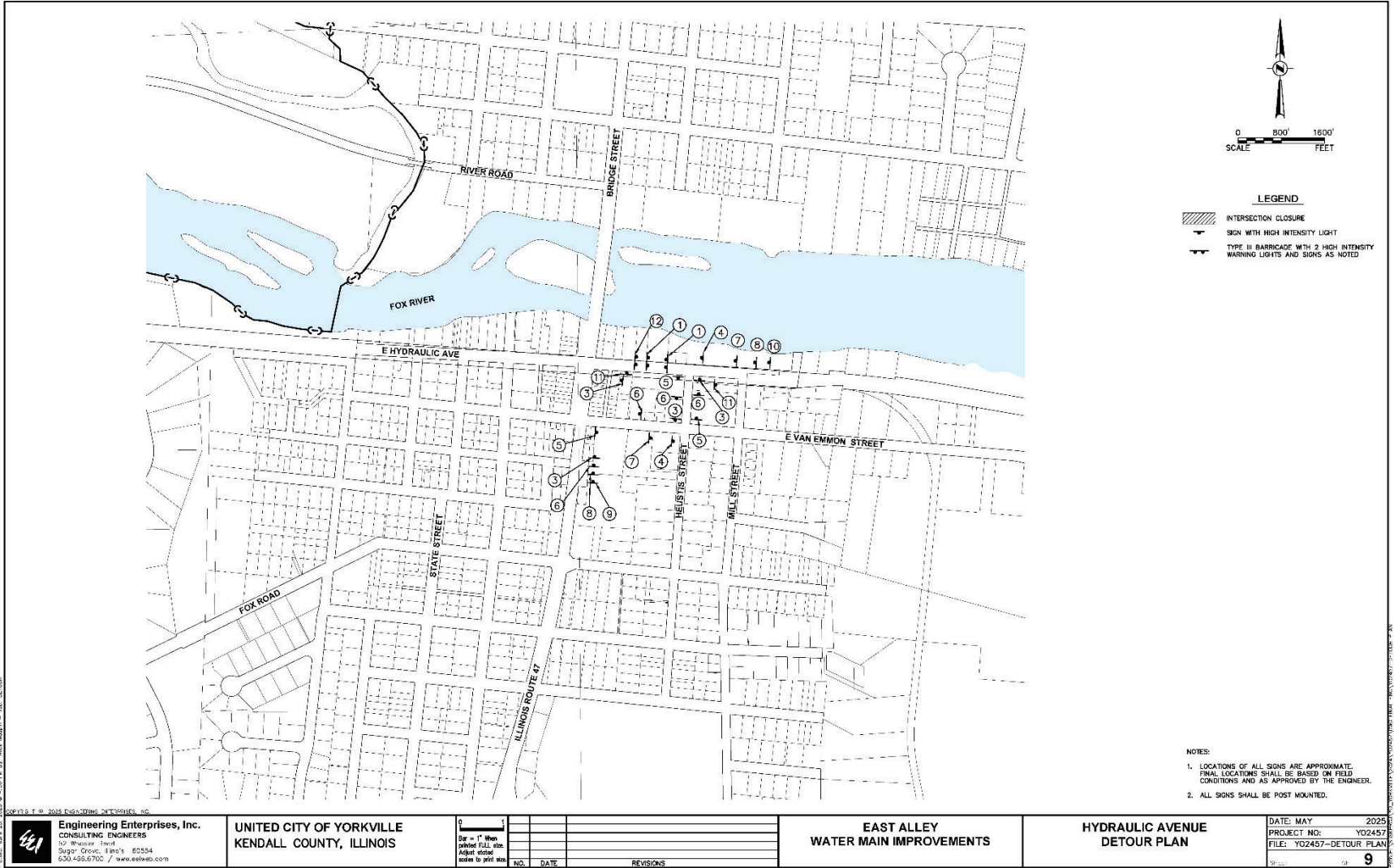
EAST ALLEY
WATER MAIN IMPROVEMENTS

TYPICAL DETAILS

DATE: MAY 2025
PROJECT NO: Y02457
FILE: Y02457-CVR
SHEET: 5 OF 9









THE ILLINOIS RAILWAY, LLC



Map HERE, Garmin, INCREMENT P, NGA, USGS, County of Will, Maxar, Microsoft

- Legend**
- ◆ MILE POST
 - TRACK
 - IR TRACK
 - INDUSTRY OWNED
 - IR TRACKAGE RIGHTS
 - PIPELINE CROSSING
 - IR ROW

GRID COORDINATES
Longitude: -88.44665
Latitude: 41.64212
Yorkville • Kendall Co • IL



PIPELINE CROSSING LICENSE NUMBER 410501

Customer: GENESEO COMMUNICATIONS LLC

Checked By: CJ **Drawn By:** NS

Date: 6/26/2025 **Exhibit:** B

Document Path: S:\LANDRAIL, LLC\Mapping Project\GIS\IR\IR Exhibits\IR Exhibits.aprx

EXHIBIT B



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

Agenda Item Number

Consent Agenda #4

Tracking Number

PW 2025-67

Agenda Item Summary Memo

Title: 2025 Water Main Replacement – Illinois Railway, LLC License Agreements

Meeting and Date: City Council – July 22, 2025

Synopsis: 2025 Water Main Replacement – Recommendation to Accept the Illinois Railway, LLC License Agreements

Council Action Previously Taken:

Date of Action: PW – 7/15/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-67

Type of Vote Required: Majority

Council Action Requested: Acceptance of the Illinois Railway, LLC License Agreements

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: July 15, 2025
Subject: 2025 Water Main Replacement – Illinois Railway, LLC License Agreements

During the upcoming summer, the City will be replacing significant stretches of water main located in downtown Yorkville. As a part of the project, water main must be installed underneath railroad tracks owned by Illinois Railway, LLC in four separate locations. The City has undergone an extensive permitting process with the railroad including conversations on the cost and language of the License Agreements. There are four license agreements, one for each crossing located at Adams and Hydraulic, State and Hydraulic, S. Main and Hydraulic, and West Alley and Hydraulic. The License Agreement language has been reviewed by the City Attorney and each carry a one-time license fee of \$3,700 for a total fee amount of \$14,800.

We recommend the acceptance and approval of the License Agreements with Illinois Railway, LLC.

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

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL
COUNTY, ILLINOIS, APPROVING PIPE LINE CROSSING LICENSE
AGREEMENTS WITH ILLINOIS RAILWAY LLC**

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

WHEREAS, as a part of the City’s 2025 Water Main Replacement Project, it is necessary to install water mains underneath railroad tracks owned by Illinois Railway, LL (the “*Illinois Railway*”) at the crossings located at Adams and Hydraulic, State and Hydraulic, S. Main and Hydraulic and West Alley and Hydraulic; and

WHEREAS, Illinois Railway has agreed to grant the City licenses to install water mains at the four crossings each for a one-time fee of \$3,700, for a total of \$14,800 ; and

WHEREAS, it is necessary to construct these water mains on Illinois Railway’s property as a part of the City’s Water Main Replacement Project for the purpose of improving its public water supply system and therefore the City is prepared to approve the Pipe Line Crossing Licenses in the forms attached to this Resolution and approve the payment of a total of \$14,800.

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

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

Section 2. That the Pipe Line Crossing Agreements by and between the City of Yorkville and Illinois Railway, LLC, in the forms attached hereto, for the railroad crossings located at Adams and Hydraulic, State and Hydraulic, S. Main and Hydraulic and West Alley and Hydraulic are

hereby approved and the payment of \$3,700 per crossing is hereby authorized. The Mayor and City Clerk are hereby authorized to execute and deliver said Licenses on behalf of the United City of Yorkville.

Section 3. This Resolution shall be in full force and effect from and after 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

PIPE LINE CROSSING LICENSE

THIS LICENSE ("License") shall be effective on the last date of signature set forth below (the "Effective Date"), by Illinois Railway, LLC ("Licensor") and City of Yorkville ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

1. TERM:

This License shall take effect as of the Effective Date, and unless sooner terminated per the terms outlined in Section 9 and 10 of this License, shall remain in effect regardless of performance or non-performance of any of the covenants and agreements contained in this License and regardless of any fee having been paid in advance for any period without regard to any loss or damage incurred by either Party as a result of such termination or cancellation. Licensor will not execute this License until it receives a signed original from Licensee, and in no event is entry under this License permitted until Licensor returns a fully-executed copy to Licensee.

2. LOCATION:

In consideration of the license fee or other sums of money Licensee agrees to pay to Licensor, and of the covenants and agreements of Licensee as set forth in this License, Licensor hereby grants a license and permission to Licensee to construct, install, use, maintain, repair, relocate, operate and replace a fresh water Pipe Line, as more particularly described in Licensee's application, marked Exhibit "A", attached to this License and made a part of it by this reference, situated on, across, along or over Licensor's property at or near the City of Yorkville, County of Kendall, and State of Illinois (the "Premises"). The term Pipe Line shall be deemed to mean the actual line(s) and any and all appurtenances and that portion of Licensor's property, in so far as they relate to said Pipe Line. The location of the Pipe Line is more particularly described on the drawing marked Exhibit "B", attached to this License and made a part of it by this reference, but generally described as follows:

A 9.05"(inch) carrier inside a 16" (inch) casing diameter, fresh water Pipe Line crossing Licensor's property, located at or near Mile Post No. 49.91, as shown on Exhibit "B".

3. LICENSE FEE:

- A. Licensee shall pay to Licensor as one time License Fee the sum of three thousand seven hundred dollars (USD \$3,700.00), payable in advance on or prior to the Effective Date of this License. Licensee shall pay to Licensor any and all sales tax, if any and if applicable, which may occur as a result of the payment of the above license or other fees payable under this License.

4. SPECIFICATIONS:

- A. The Pipe Line shall be constructed, installed, used, maintained, repaired and operated in strict accordance with any and all current requirements and specifications adopted by the American Railway Engineering and Maintenance of Way Association, and in compliance with any and all law, statute, regulation or order of any federal, state or municipal governmental body or any agency thereof or created thereby (collectively, "Laws"). Provided however, that all materials and workmanship employed

in the construction, installation, use, maintenance, repair and operation of the Pipe Line shall be subject to the approval of the Licensor's Chief Engineer or authorized representative.

- B. An underground Pipe Line crossing under track(s) at a ninety degree (90°) angle, shall be encased in conduit for a MINIMUM of forty-eight feet (48'), twenty-four feet (24') on either side measured from the centerline of the track(s) or the full width of Licensor's property if less than forty-eight (48') feet. Crossings of a degree substantially greater or less than ninety degrees (90°) shall be encased in conduit for the full width of the track structure. The top of the encasement pipe shall be a MINIMUM of five and one half (5½') feet beneath surface of ground at all points within Licensor's property.
- C. Any appurtenance to the Pipe Line shall be constructed and maintained to a MINIMUM clearance of no less than fifteen (15') feet from the centerline of any track(s). The side clearance of fifteen (15') feet shall be maintained for a height of twenty-seven feet (27'). All Pipe Line(s) shall be constructed, as nearly as possible to cross under any track(s) at a right angle to said track(s).
- D. Licensee shall, except in emergencies, give not less than seventy-two (72) hours prior written notice to Licensor of the day, hour and location that it proposes to undertake any construction, installation, repair, relocation, replacement or maintenance work to the Pipe Line or otherwise on the Premises and in the event of an emergency shall notify Licensor as soon as possible. After completion of construction, relocation, installation or replacement of the Pipe Line, Licensee shall be required to execute Licensor's standard Right of Entry for any maintenance or repair work on the Pipe Line that requires entry onto Licensor's property or right-of-way. The Right of Entry Permit fee shall be waived for emergency repair and routine maintenance on the pipeline.
- E. Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified in this License; and for the purposes of the safety, protective and indemnification provisions of this License, such contractors and subcontractors, their agents, servants and employees, and other persons on the Licensor property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.
- F. Licensee shall, at no expense to Licensor, obtain all permits and approvals required to exercise its rights provided for pursuant to this License and Licensee shall install, maintain and operate its facilities in accordance with all requirements of such permits, approvals, the Law and any lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the Pipe Line and the construction or use of the Pipe Line or other of Licensee's facilities on Licensor's property or the operation of any of them.
- G. Licensor shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

5. PRESENT OCCUPATIONS:

Licensee shall make appropriate arrangements with any person or entity occupying Licensor's property which may be affected by the relocation, installation, construction or any maintenance or repair of the Pipe Line. Licensee's Pipe Line will not unreasonably interfere with the use of Licensor's property, or create any undue hardship on the person or entity occupying said property.

6. RISK, LIABILITY, INDEMNITY:

A. Licensee acknowledges that persons and property on or near the Premises are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others; and Licensee accepts this License subject to such dangers.

B.

- a. **LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS LICENSOR, ITS PARENTS, OWNERS, AND AFFILIATES, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS CONFERRED BY THIS LICENSE) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT TO IT, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.**
- b. **THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY ASSUMED BY LICENSEE UNDER THIS LICENSE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKERS' COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.**
- c. **LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE PREMISES.**
- d. **AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY**

LICENSEE.

7. INSURANCE:

- A. Licensee shall purchase and maintain insurance as specified below covering the License, all the work, services, and obligations assumed or performed hereunder, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X by A. M. Best Company:
 - i. **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing (CG 24 17 endorsement or equivalent).
 - ii. **Workers' Compensation and Employers' Liability Insurance** providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop gap endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.
 - iii. **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensee shall provide an MCS 90 endorsement.
 - iv. **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability, Employers' Liability, and Business Automobile Liability Insurances.

The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.
- B. All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensors and any subsidiary, owner, parent or affiliates of Licensors, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents, shareholders, and employees ("Required Parties") as additional insured and include wording which

states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

- C. All insurance shall provide Licensor a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.
- D. If Licensee cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.
- E. Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License.
- F. All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of the Required Parties.
- G. Notwithstanding the foregoing, Licensee may self-insure for any of the above required insurance coverages subject to the requirements specified in this paragraph. Licensee shall provide Licensor with audited financial statements and Licensor may, at its discretion, which shall not be unreasonably withheld, deem such financial statements acceptable prior to authorizing Licensee to self-insure. Licensee shall provide a letter of self-insurance to Licensor specifically stating which lines of coverage are self-insured and the amount of self-insurance maintained. The amount of any excess insurance that attaches to self-insurance below the required limits of insurance shall be identified in the letter and evidenced on a certificate of insurance. This letter of self-insurance shall be signed by Licensee's Risk Manager or another designated authorized signatory. With respect to Workers' Compensation, Licensee shall also provide state-issued self-insured authorization documents to Licensor, where applicable by state law.
- H. Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent or broker who have been instructed by Licensee to procure the insurance coverage required by this License. Upon signature of this License and renewal of insurance, if Licensee fails to maintain or provide evidence to Licensor of any insurance coverage required under this License, Licensor may terminate this License effective immediately.
- I. Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

8. WAIVER:

Licensee waives the right to question the validity of this License or any of the terms and provisions of it,

or the right or power of Licensor to execute and enforce this License. This License is made without covenant on the part of Licensor to warrant its title to the property involved with the Pipe Line, or to give or to defend Licensee in the peaceful possession of the property and Licensee shall waive all right to claim damages in the event Licensee shall be evicted, ejected or required to surrender possession of the property by anyone owning or claiming title to or any interest in the property, or by reason of failure of title of Licensor, or for any other cause whatsoever. Licensee further agrees to indemnify and save harmless Licensor and to assume all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Licensor) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of Licensor's title affecting the right of Licensor to make this grant.

9. REPAIRS AND RELOCATION:

- A. Licensee will at all times maintain the Pipe Line in a safe and secure manner and in a condition satisfactory to Licensor. Licensor may request Licensee to change the location of the Pipe Line, or any part of it, or to make reasonable repairs or changes as the judgment of Licensor deems necessary in order to avoid interference with or danger in the use or operation of Licensor's railroad, or any of its present or future appurtenances. In the event it is desired by Licensor to use its property or any portion of it, occupied or impacted by the Pipe Line, then Licensee shall, at its sole expense, and within thirty (30) days after notice from Licensor to do so, (or on shorter notice in case of an emergency), make changes to the Pipe Line as required or remove the Pipe Line, or as much of the Pipe Line as is located upon the portion of the property as required by Licensor.
- B. If Licensee shall fail to perform any of its obligations contained in this License as to the maintenance of safe conditions in and about the Pipe Line or to make any necessary repairs, or to relocate the Pipe Line, then Licensor may cause such condition to be made safe, or change of location to be made, or repairs to be made, or Pipe Line to be removed from Licensor's property. Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost of the work, plus fifteen percent (15%) of the cost as a charge for the supervision, accounting, and use of tools; or Licensor may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.
- C. In case Licensor shall at any time, or from time to time, require the removal of only a portion of the Pipe Line, this License shall continue in force and be applicable to the portion or portions of the Pipe Line remaining from time to time until the entire Pipe Line has been removed and the License Fees or other fees payable under this License shall be adjusted accordingly.

10. TERMINATION:

If Licensee fails to keep or perform any of Licensee's covenants contained in this License, upon ninety (90) days written notice to Licensee and an opportunity to cure with such cure being completed within such ninety (90) day period or if such cure cannot be completed within ninety (90) days, in such time as necessary so long as Licensee is diligently pursuing such cure and in no event longer than one hundred eighty (180) days, Licensor shall have the right to terminate this License.

In addition to the foregoing, Licensor shall have the right to terminate this License and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than ninety (90) days prior to each anniversary of the effective date thereof, upon the occurrence of any of the following events:

- a. If Licensee shall permanently discontinue the use of operations of the Pipe Line; or
- b. If Licensors shall be required by any change in applicable Federal law after the Effective Date to remove, relocate, reconstruct, or discontinue operation of Licensors railroad and any such removal, relocation, reconstruction, or discontinuance of operation of Licensors railroad cannot be accomplished without removal of the Pipeline; or
- c. If Licensors determines and substantiates to Licensee that the Pipe Line endangers or threatens Licensors employees or the safe operation or maintenance of the railroad.

11. RESTORATION:

Upon termination of this License, in accordance with the provisions of Section 10 of this License, Licensee shall promptly remove the Pipe Line from Licensors property, and restore the property to its prior condition, or a condition satisfactory to Licensors. If Licensee fails to remove the Pipe Line within ninety days (90) after termination of this License, Licensors may remove same, and charge the expense of such removal to the Licensee on the basis provided in Section 9.B of this License.

12. MISCELLANEOUS:

- A. This License is executed by all Parties under current interpretation of any and all applicable Laws. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination of them, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.
- B. In the event this License is part of a package of agreements for Licensee, this License and all other such documents shall be read as compatible parts of the package and not in contradiction to each other, such that in the event of apparent conflict in any duties under this License or the package of agreements, Licensors shall designate which clause(s) shall survive or control any others.
- C. Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

If to Licensors:

ATTN: Real Estate
252 Clayton Street, 4th Floor
Denver, Colorado 80206

WITH A COPY TO:
ATTN: General Counsel
252 Clayton Street, 4th Floor
Denver, Colorado 80206

If to Licensee:

ATTN: City of Yorkville
651 Prairie Pointe Dr.
Yorkville, IL 60560
Phone: (630) 770-9915

- D. No oral promises, oral agreements, or oral warranties shall be deemed a part of this License, nor shall

any alteration, amendment, supplement or waiver of any of the provisions of this License be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.

- E. This License is made subject to the rights previously or simultaneously granted by or through Licensor for any surface, sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of fences, pipelines, communication lines, power lines, railroad tracks and signals, and any and all appurtenances applicable to them. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Pipe Line by Licensee.
- F. This License and all of the provisions contained in it shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Notwithstanding the forgoing, Licensee agrees not to assign this License or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of License may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensor. Notwithstanding the foregoing, Licensee shall remain liable to Licensor as a guarantor of Licensee's successor in interest to this License.
- G. Nothing in this License shall be construed to place any responsibility on Licensor for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities.
- H. Any approval given or supervision exercised by Licensor under this License, or failure of Licensor to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License.
- I. The failure of the Licensor to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.
- J. Licensee further indemnifies Licensor against any and all liens that may be placed against Licensor's property in the course of construction of this crossing, and agrees to immediately satisfy any liens so placed.
- K. In the event that Licensor shall incur any costs or expenses, including attorneys' fees and costs, in enforcing Licensee's covenants and agreements under this License, Licensee shall reimburse Licensor for all such costs, expenses and legal fees as an additional fee under this License.
- L. This License shall be governed under the laws of the State of Illinois, and venue shall be proper in the federal or state courts of the State of Illinois for any action arising under the terms of this License or performance of it. The section headings of this License have been inserted for convenience of reference

only and they shall not be referred to in the interpretation of this License. This License shall be read with all changes of gender and number required by the context. Time shall be of the essence in this License and each of the provisions of it.

- M. Licensors remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.
- N. All of the obligations, representations and warranties of the Licensee accruing under this License during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term.
- O. Licensors shall not be responsible for any loss, damage, delay or non-performance caused by accidents, labor difficulties, acts of God, governmental action or by any other cause which is unavoidable or beyond its reasonable control.
- P. Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.
- Q. All exhibits attached to this License are incorporated by reference as if fully set forth in this License.

IN WITNESS WHEREOF, the Parties have executed this License as of the last date of execution set forth below:

Licensor: Illinois Railway, LLC	Licensee: City of Yorkville
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

☐

Check the box if this is a RUSH application. Add \$1,500 USD (\$1,903 CAD) in addition to the application fee listed below.

PIPELINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Proposed plans must be approved by the railroad and a crossing agreement must be fully executed between the railroad and the applicant before construction can begin. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirements of the railroad. One original of this form shall be submitted, accompanied by letter- sized Engineer Stamped Plans, elevation section of crossing from field survey, location in respect to Mile Post, width of railroad right of way, location of adjacent structures that may impede the crossing, and all information required in Figures 1 and 2 of AREMA Specifications, Part 5. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall be shown.

Provide location (i.e. address, city, street, railroad milepost) and engineer stamped plans of the proposed leased premises with dimensions, coordinates and directions. Also depict any planned improvements on the leased premises with dimensions from nearest track (may incur additional costs or agreements for above ground occupancy). In addition, annual fees will be assessed pursuant to a written lease agreement. Please return the completed application, proposed plans indicating the location of the pipe, and a check for the non-refundable fee of \$6,000 USD (\$7,611 CAD).

Make check(s) payable to:

OmniTRAX Inc.
C/O AR Real Estate Department
252 Clayton Street, 4th Floor
Denver, CO 80206

If the application is approved, the applicant agrees to reimburse property owner for any cost incurred by property owner incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation as provided in the agreement to be executed.

Incomplete applications may result in processing delays. Applications submitted without the required fees will not be processed.

Please note, if the submitted application and prints require review by any independent environmental (HAZMAT) or other outside consultants, this review will be at applicant's sole cost and in addition to the aforementioned fees.

Canadian residents/businesses, this fee is a taxable supply, please include applicable GST

STANDARD APPLICATION PROCESS IS 60 DAYS. REQUESTS FOR RUSH SERVICE: Once a COMPLETE application and required fees are received, including the rush fee of \$1,500 USD (\$1,903 CAD), a draft agreement will be made available for review within twenty one (21) business days. Please be sure to mark the box above.

Once an executable agreement is submitted to you, the license must be fully negotiated and executed within thirty (30) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: AMN



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

If you have not reviewed the Railroad's Utility Accommodation Policy, please contact our Real Estate office at omnitrax.real.estate@omnitrax.com or 303.398.0441 to receive a copy prior to submittal of this application

SECTION 1:

1. Complete Legal Name of Applicant: Engineering Enterprises Inc.
2. Agreement to be in the name of (if different from above): United City of Yorkville
3. Type of Entity (please mark one): Corporation ☐ LLC ☐ Individual ☒ Municipality ☐
Partnership ☐ General ☐ Limited ☐ Other ☐
4. If applicable, state/province of incorporation or organization: The United City of Yorkville, IL
5. Federal Tax Identification number (U.S. Leases): _____
6. Mailing Address: 651 Prairie Pointe Dr., Yorkville, IL 60560
7. Overnight Delivery Service Address (if different): _____
8. Contact Person: Adam Noon Title: Project Engineer
9. Phone No.: (630) 770-9915 Fax No.: (630) 466-6701
10. Email: anoon@eeiweb.com
11. Email Address Where Notices Can be Sent to: anoon@eeiweb.com
12. **Billing Contact Name, Phone Number, and Address Required:**
Adam Noon 630-770-9915
52 Wheeler Rd., Sugar Grove, IL 60554
13. Railroad Name: Illinois Railway
Nearest Milepost: IR: 50 DOT No.: 065033T
Track Station (from): _____ Track Station (to): _____
Property Address REQUIRED:
308 W. Hydraulic Ave, Yorkville, IL 60560
Section: 32 Township: 37 Range: 7
City: Yorkville County: Kendall State: IL
Geographical Coordinates Required
Latitude: 41.642432 Longitude: -88.450318
Located on the (N/S/E/W) S side of (landmark, intersection)
Adams St. and W. Hydraulic Ave.

SECTION 2:

All specifications meet or exceed Railroad's Utility Accommodation Policy **INITIAL HERE:** _____

OR Variance requested – PLEASE DESCRIBE IN DETAIL (attach separate sheet if necessary):

See attached variance letter.

- Temporary track support or rewrapping required? () Yes (☒) No If yes, please describe: _____



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

- Wires, poles, obstructions to be relocated? () Yes (✓) No If yes, please describe _____
- Product to be conveyed: Water
- Flammable? () Yes (✓) No Temp _____
- Max. Working Pressure: 70 PSI. Field Test Pressure: 150 PSI.
Type test: 2 Hour 150psi Pressure Test as described in Section 41-2.14 of the Standard Specifications for Water and Sewer Construction in Illinois
- Location of shut-off valve: W. Hydraulic Ave. and Adams St. as well as 312 Morgan St.
- **PIPE SPECIFICATIONS:** **ANSI/AWWA A21.51/C151, ANSI/AWWA A21.4/C104**

	CARRIER PIPE	CASING PIPE
Material	Ductile Iron	Steel
Material Specifications and Grade	ANSI/AWWA A21.51/C151 Class 52	ASTM A139 (ANSI B36.10); Grade B
Min. Yield Strength of Mat. PSI	42,000	35,000
Mill Test Pressure PSI	500	2,800
Inside Diameter	8 in.	15.25 in.
Wall Thickness	0.33 in.	0.219 in.
Outside Diameter	9.05 in.	16 in.
Type of Seam		
Laying Lengths	20 ft.	20 ft.
Kind of Joints	Mechanical	Welded
Total Length within RR R/O/W	50 ft.	50 ft.

VENTS: # 0 Size _____ Ht. above ground _____

SEALS: Both ends X One end _____ BURY: Base of rail to top of casing 5.5 ft. 0 in.

BURY (Not beneath tracks): 5.5 ft. 0 in. BURY (Roadway pipe): 5.5 ft. 0 in.

CATHODIC PROTECTION: (✓) Yes () No

PROTECTIVE COATING: (✓) Yes () No Kind: Bituminous

Type, size, and spacing of insulators or supports: 2.5", Cascade Stainless Steel Casing Spacers, Every 10'

- Method of Installation: Dry Jacking and Boring



**APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT
UNDER/OVER PROPERTIES AND TRACKS**

Telephone (303) 398-4588, Fax (866) 524 - 4141

By submitting this application for credit, you authorize OmniTRAX or affiliate, to make any inquiries necessary to determine credit worthiness. You release your banking instruction release details that would assist to determine creditworthiness.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for any NSF/Non-Sufficient Checks.

Date: 11/26/24

Signature: Adam Noon
Signer ID: GWIZESBY13

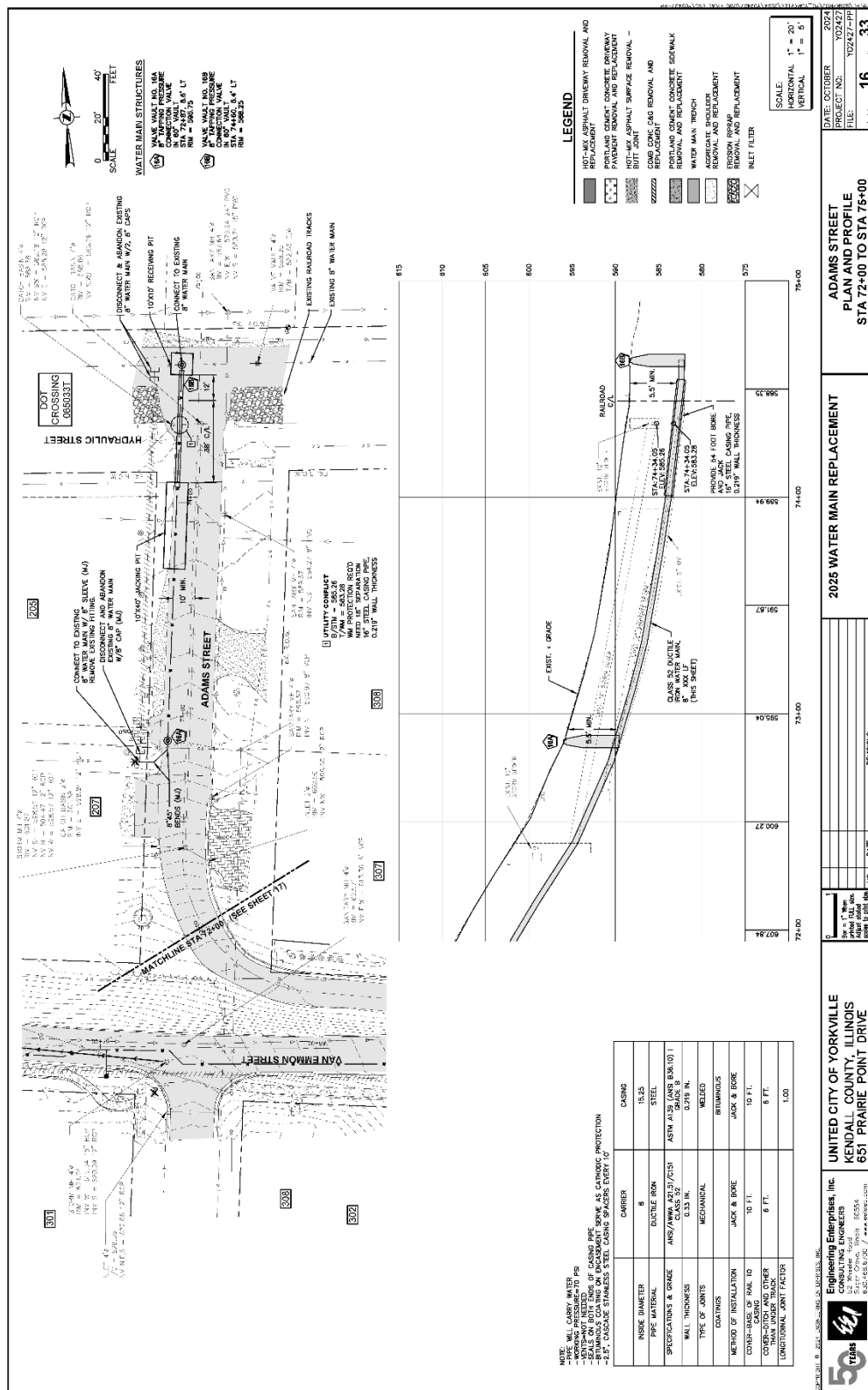
Name Printed: Adam Noon

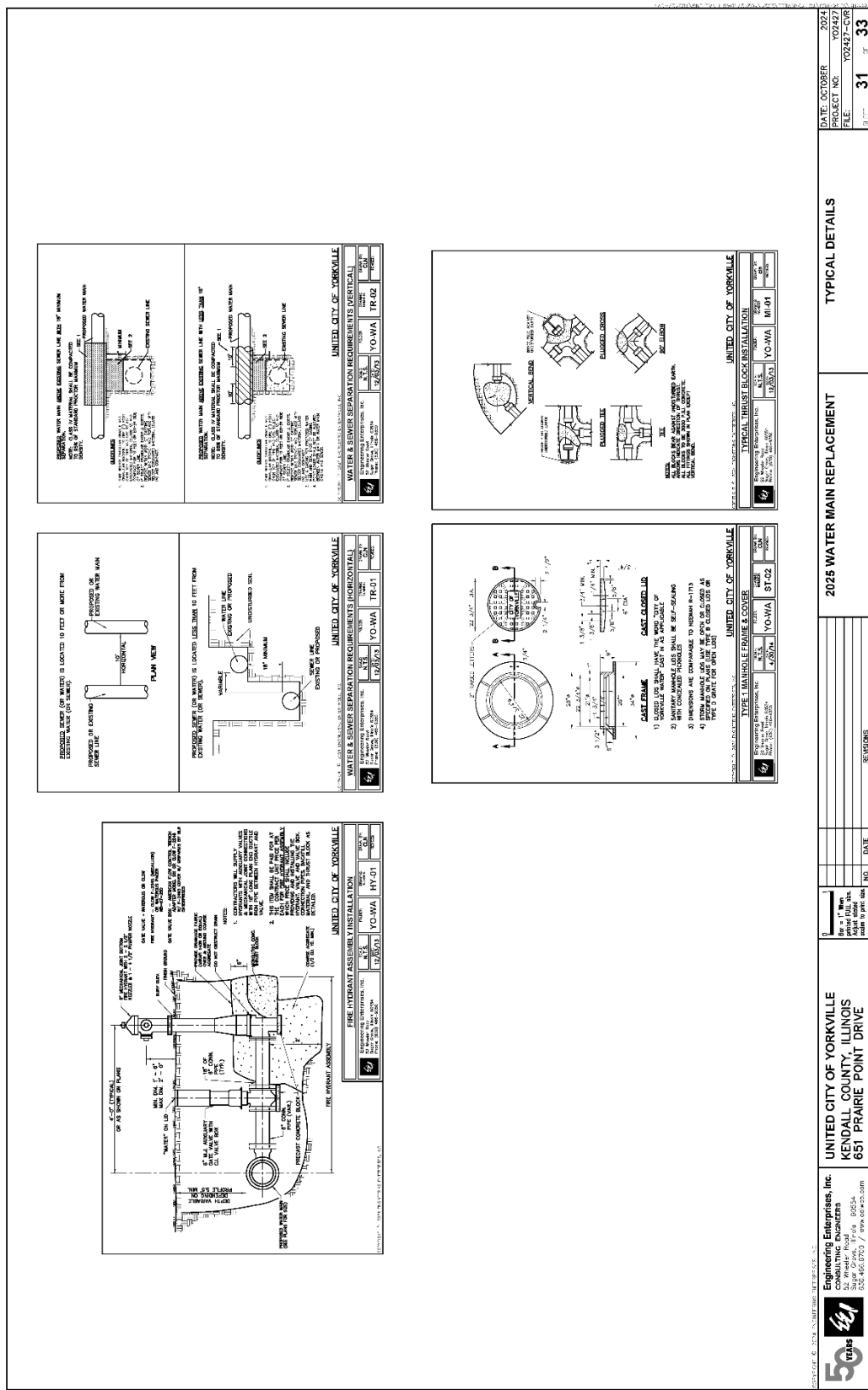
Title: Project Engineer

Phone No.: 630-770-9915

Fax No: 630-466-6701

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION





[illegible]

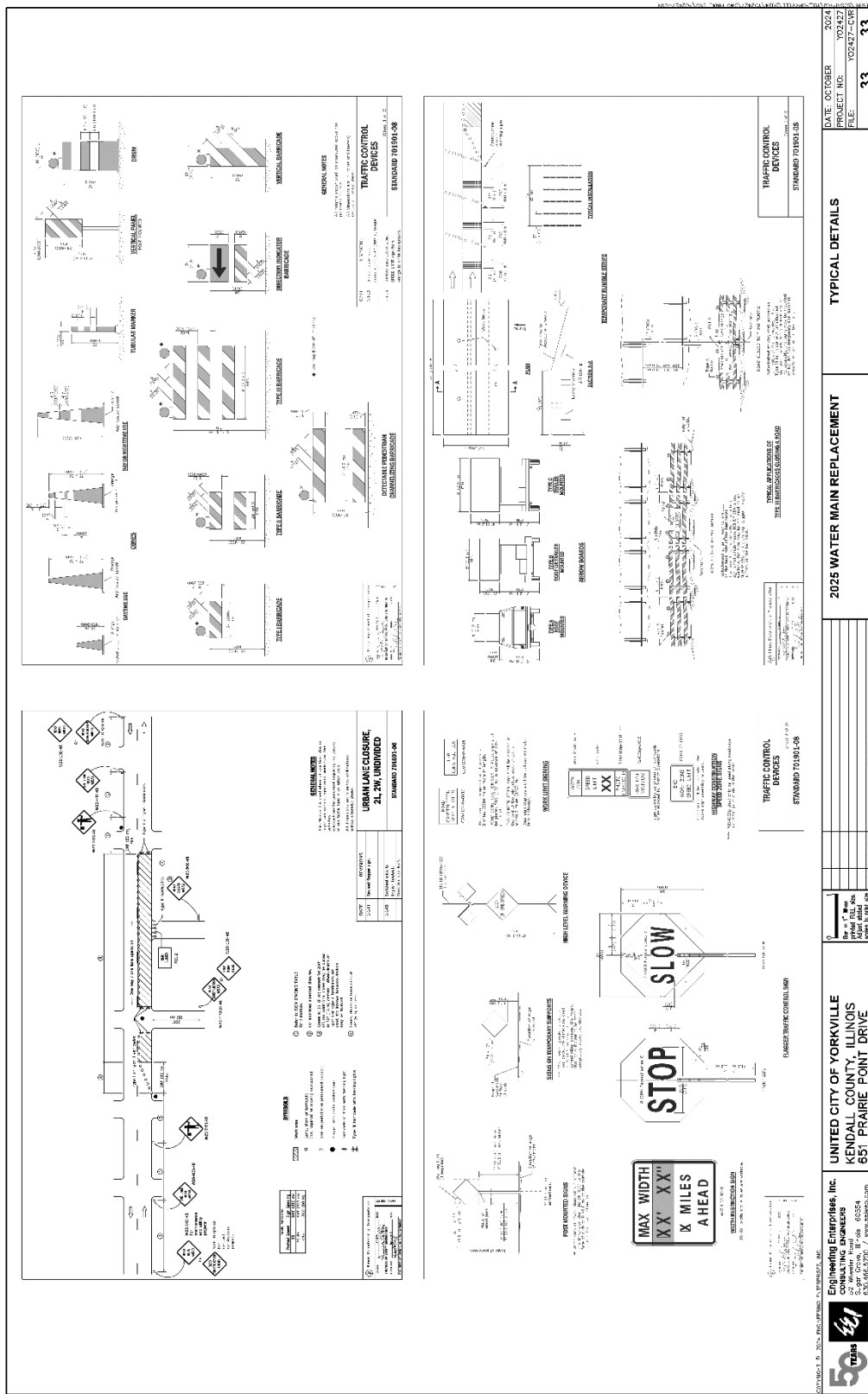


EXHIBIT B



PIPE LINE CROSSING LICENSE

THIS LICENSE ("License") shall be effective on the last date of signature set forth below (the "Effective Date"), by Illinois Railway, LLC ("Licensor") and City of Yorkville ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

1. TERM:

This License shall take effect as of the Effective Date, and unless sooner terminated per the terms outlined in Section 9 and 10 of this License, shall remain in effect regardless of performance or non-performance of any of the covenants and agreements contained in this License and regardless of any fee having been paid in advance for any period without regard to any loss or damage incurred by either Party as a result of such termination or cancellation. Licensor will not execute this License until it receives a signed original from Licensee, and in no event is entry under this License permitted until Licensor returns a fully-executed copy to Licensee.

2. LOCATION:

In consideration of the license fee or other sums of money Licensee agrees to pay to Licensor, and of the covenants and agreements of Licensee as set forth in this License, Licensor hereby grants a license and permission to Licensee to construct, install, use, maintain, repair, relocate, operate and replace a fresh water Pipe Line, as more particularly described in Licensee's application, marked Exhibit "A", attached to this License and made a part of it by this reference, situated on, across, along or over Licensor's property at or near the City of Yorkville, County of Kendall, and State of Illinois (the "Premises"). The term Pipe Line shall be deemed to mean the actual line(s) and any and all appurtenances and that portion of Licensor's property, in so far as they relate to said Pipe Line. The location of the Pipe Line is more particularly described on the drawing marked Exhibit "B", attached to this License and made a part of it by this reference, but generally described as follows:

A 9.05" (inch) carrier inside 16" (inch) casing diameter, fresh water Pipe Line crossing
Licensor's property, located at or near Mile Post No. 49.85, as shown on Exhibit "B".

3. LICENSE FEE:

- A. Licensee shall pay to Licensor as one time License Fee the sum of three thousand seven hundred dollars (USD \$3,700.00), payable in advance on or prior to the Effective Date of this License. Licensee shall pay to Licensor any and all sales tax, if any and if applicable, which may occur as a result of the payment of the above license or other fees payable under this License.

4. SPECIFICATIONS:

- A. The Pipe Line shall be constructed, installed, used, maintained, repaired and operated in strict accordance with any and all current requirements and specifications adopted by the American Railway Engineering and Maintenance of Way Association, and in compliance with any and all law, statute, regulation or order of any federal, state or municipal governmental body or any agency thereof or

created thereby (collectively, "Laws"). Provided however, that all materials and workmanship employed in the construction, installation, use, maintenance, repair and operation of the Pipe Line shall be subject to the approval of the Licensor's Chief Engineer or authorized representative.

- B. An underground Pipe Line crossing under track(s) at a ninety degree (90°) angle, shall be encased in conduit for a MINIMUM of forty-eight feet (48'), twenty-four feet (24') on either side measured from the centerline of the track(s) or the full width of Licensor's property if less than forty-eight (48') feet. Crossings of a degree substantially greater or less than ninety degrees (90°) shall be encased in conduit for the full width of the track structure. The top of the encasement pipe shall be a MINIMUM of five and one half (5½') feet beneath surface of ground at all points within Licensor's property.
- C. Any appurtenance to the Pipe Line shall be constructed and maintained to a MINIMUM clearance of no less than fifteen (15') feet from the centerline of any track(s). The side clearance of fifteen (15') feet shall be maintained for a height of twenty-seven feet (27'). All Pipe Line(s) shall be constructed, as nearly as possible to cross under any track(s) at a right angle to said track(s).
- D. Licensee shall, except in emergencies, give not less than seventy-two (72) hours prior written notice to Licensor of the day, hour and location that it proposes to undertake any construction, installation, repair, relocation, replacement or maintenance work to the Pipe Line or otherwise on the Premises and in the event of an emergency shall notify Licensor as soon as possible. After completion of construction, relocation, installation or replacement of the Pipe Line, Licensee shall be required to execute Licensor's standard Right of Entry for any maintenance or repair work on the Pipe Line that requires entry onto Licensor's property or right-of-way. The Right of Entry Permit fee shall be waived for emergency repair and routine maintenance on the pipeline.
- E. Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified in this License; and for the purposes of the safety, protective and indemnification provisions of this License, such contractors and subcontractors, their agents, servants and employees, and other persons on the Licensor property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.
- F. Licensee shall, at no expense to Licensor, obtain all permits and approvals required to exercise its rights provided for pursuant to this License and Licensee shall install, maintain and operate its facilities in accordance with all requirements of such permits, approvals, the Law and any lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the Pipe Line and the construction or use of the Pipe Line or other of Licensee's facilities on Licensor's property or the operation of any of them.
- G. Licensor shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

5. PRESENT OCCUPATIONS:

Licensee shall make appropriate arrangements with any person or entity occupying Licensor's property which may be affected by the relocation, installation, construction or any maintenance or repair of the Pipe Line. Licensee's Pipe Line will not unreasonably interfere with the use of Licensor's property, or create any undue hardship on the person or entity occupying said property.

6. RISK, LIABILITY, INDEMNITY:

- A. Licensee acknowledges that persons and property on or near the Premises are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others; and Licensee accepts this License subject to such dangers.
- B.
 - a. **LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS LICENSOR, ITS PARENTS, OWNERS, AND AFFILIATES, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS CONFERRED BY THIS LICENSE) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT TO IT, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.**
 - b. **THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY ASSUMED BY LICENSEE UNDER THIS LICENSE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKERS' COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.**
 - c. **LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE PREMISES.**
 - d. **AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR**

INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

7. INSURANCE:

- A. Licensee shall purchase and maintain insurance as specified below covering the License, all the work, services, and obligations assumed or performed hereunder, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X by A. M. Best Company:
- i. **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing (CG 24 17 endorsement or equivalent).
 - ii. **Workers' Compensation and Employers' Liability Insurance** providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop gap endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.
 - iii. **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensee shall provide an MCS 90 endorsement.
 - iv. **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability, Employers' Liability, and Business Automobile Liability Insurances.
- The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.
- B. All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensor and any subsidiary, owner, parent or affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents,

shareholders, and employees ("Required Parties") as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

- C. All insurance shall provide Licensor a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.
- D. If Licensee cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.
- E. Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License.
- F. All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of the Required Parties.
- G. Notwithstanding the foregoing, Licensee may self-insure for any of the above required insurance coverages subject to the requirements specified in this paragraph. Licensee shall provide Licensor with audited financial statements and Licensor may, at its discretion, which shall not be unreasonably withheld, deem such financial statements acceptable prior to authorizing Licensee to self-insure. Licensee shall provide a letter of self-insurance to Licensor specifically stating which lines of coverage are self-insured and the amount of self-insurance maintained. The amount of any excess insurance that attaches to self-insurance below the required limits of insurance shall be identified in the letter and evidenced on a certificate of insurance. This letter of self-insurance shall be signed by Licensee's Risk Manager or another designated authorized signatory. With respect to Workers' Compensation, Licensee shall also provide state-issued self-insured authorization documents to Licensor, where applicable by state law.
- H. Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent or broker who have been instructed by Licensee to procure the insurance coverage required by this License. Upon signature of this License and renewal of insurance, if Licensee fails to maintain or provide evidence to Licensor of any insurance coverage required under this License, Licensor may terminate this License effective immediately.
- I. Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

8. WAIVER:

Licensee waives the right to question the validity of this License or any of the terms and provisions of it, or the right or power of Licensor to execute and enforce this License. This License is made without covenant on the part of Licensor to warrant its title to the property involved with the Pipe Line, or to give or to defend Licensee in the peaceful possession of the property and Licensee shall waive all right to claim damages in the event Licensee shall be evicted, ejected or required to surrender possession of the property by anyone owning or claiming title to or any interest in the property, or by reason of failure of title of Licensor, or for any other cause whatsoever. Licensee further agrees to indemnify and save harmless Licensor and to assume all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Licensor) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of Licensor's title affecting the right of Licensor to make this grant.

9. REPAIRS AND RELOCATION:

- A. Licensee will at all times maintain the Pipe Line in a safe and secure manner and in a condition satisfactory to Licensor. Licensor may request Licensee to change the location of the Pipe Line, or any part of it, or to make reasonable repairs or changes as the judgment of Licensor deems necessary in order to avoid interference with or danger in the use or operation of Licensor's railroad, or any of its present or future appurtenances. In the event it is desired by Licensor to use its property or any portion of it, occupied or impacted by the Pipe Line, then Licensee shall, at its sole expense, and within thirty (30) days after notice from Licensor to do so, (or on shorter notice in case of an emergency), make changes to the Pipe Line as required or remove the Pipe Line, or as much of the Pipe Line as is located upon the portion of the property as required by Licensor.
- B. If Licensee shall fail to perform any of its obligations contained in this License as to the maintenance of safe conditions in and about the Pipe Line or to make any necessary repairs, or to relocate the Pipe Line, then Licensor may cause such condition to be made safe, or change of location to be made, or repairs to be made, or Pipe Line to be removed from Licensor's property. Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost of the work, plus fifteen percent (15%) of the cost as a charge for the supervision, accounting, and use of tools; or Licensor may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.
- C. In case Licensor shall at any time, or from time to time, require the removal of only a portion of the Pipe Line, this License shall continue in force and be applicable to the portion or portions of the Pipe Line remaining from time to time until the entire Pipe Line has been removed and the License Fees or other fees payable under this License shall be adjusted accordingly.

10. TERMINATION:

If Licensee fails to keep or perform any of Licensee's covenants contained in this License, upon ninety (90) days written notice to Licensee and an opportunity to cure with such cure being completed within such ninety (90) day period or if such cure cannot be completed within ninety (90) days, in such time as necessary so long as Licensee is diligently pursuing such cure and in no event longer than one hundred eighty (180) days, Licensor shall have the right to terminate this License.

In addition to the foregoing, Licensor shall have the right to terminate this License and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than ninety (90) days prior to each anniversary of the effective date thereof, upon the occurrence of any of the following events:

- a. If Licensee shall permanently discontinue the use of operations of the Pipe Line; or
- b. If Licensor shall be required by any change in applicable Federal law after the Effective Date to remove, relocate, reconstruct, or discontinue operation of Licensor's railroad and any such removal, relocation, reconstruction, or discontinuance of operation of Licensor's railroad cannot be accomplished without removal of the Pipeline; or
- c. If Licensor determines and substantiates to Licensee that the Pipe Line endangers or threatens Licensor's employees or the safe operation or maintenance of the railroad.

11. RESTORATION:

Upon termination of this License, in accordance with the provisions of Section 10 of this License, Licensee shall promptly remove the Pipe Line from Licensor's property, and restore the property to its prior condition, or a condition satisfactory to Licensor. If Licensee fails to remove the Pipe Line within ninety days (90) after termination of this License, Licensor may remove same, and charge the expense of such removal to the Licensee on the basis provided in Section 9.B of this License.

12. MISCELLANEOUS:

- A. This License is executed by all Parties under current interpretation of any and all applicable Laws. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination of them, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.
- B. In the event this License is part of a package of agreements for Licensee, this License and all other such documents shall be read as compatible parts of the package and not in contradiction to each other, such that in the event of apparent conflict in any duties under this License or the package of agreements, Licensor shall designate which clause(s) shall survive or control any others.
- C. Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

If to Licensor:

ATTN: Real Estate
252 Clayton Street, 4th Floor
Denver, Colorado 80206

WITH A COPY TO:

ATTN: General Counsel
252 Clayton Street, 4th Floor
Denver, Colorado 80206

If to Licensee:

ATTN: City of Yorkville
651 Prairie Pointe Dr.
Yorkville, IL 60560
Phone: (630) 770-9915

- D. No oral promises, oral agreements, or oral warranties shall be deemed a part of this License, nor shall any alteration, amendment, supplement or waiver of any of the provisions of this License be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.
- E. This License is made subject to the rights previously or simultaneously granted by or through Licensor for any surface, sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of fences, pipelines, communication lines, power lines, railroad tracks and signals, and any and all appurtenances applicable to them. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Pipe Line by Licensee.
- F. This License and all of the provisions contained in it shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Notwithstanding the forgoing, Licensee agrees not to assign this License or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of License may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensor. Notwithstanding the foregoing, Licensee shall remain liable to Licensor as a guarantor of Licensee's successor in interest to this License.
- G. Nothing in this License shall be construed to place any responsibility on Licensor for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities.
- H. Any approval given or supervision exercised by Licensor under this License, or failure of Licensor to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License.
- I. The failure of the Licensor to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.
- J. Licensee further indemnifies Licensor against any and all liens that may be placed against Licensor's property in the course of construction of this crossing, and agrees to immediately satisfy any liens so placed.
- K. In the event that Licensor shall incur any costs or expenses, including attorneys' fees and costs, in enforcing Licensee's covenants and agreements under this License, Licensee shall reimburse Licensor for all such costs, expenses and legal fees as an additional fee under this License.
- L. This License shall be governed under the laws of the State of Illinois, and venue shall be proper in the federal or state courts of the State of Illinois for any action arising under the terms of this License or

performance of it. The section headings of this License have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this License. This License shall be read with all changes of gender and number required by the context. Time shall be of the essence in this License and each of the provisions of it.

- M. Licensors remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.
- N. All of the obligations, representations and warranties of the Licensee accruing under this License during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term.
- O. Licensors shall not be responsible for any loss, damage, delay or non-performance caused by accidents, labor difficulties, acts of God, governmental action or by any other cause which is unavoidable or beyond its reasonable control.
- P. Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.
- Q. All exhibits attached to this License are incorporated by reference as if fully set forth in this License.

IN WITNESS WHEREOF, the Parties have executed this License as of the last date of execution set forth below:

Licensor: Illinois Railway, LLC	Licensee: City of Yorkville
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A



**APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT
UNDER/OVER PROPERTIES AND TRACKS**

Telephone (303) 398-4588, Fax (866) 524 - 4141

☐

Check the box if this is a **RUSH** application. Add \$1,500 USD (\$1,903 CAD) in addition to the application fee listed below.

PIPELINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Proposed plans must be approved by the railroad and a crossing agreement must be fully executed between the railroad and the applicant before construction can begin. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirements of the railroad. One original of this form shall be submitted, accompanied by letter- sized Engineer Stamped Plans, elevation section of crossing from field survey, location in respect to Mile Post, width of railroad right of way, location of adjacent structures that may impede the crossing, and all information required in Figures 1 and 2 of AREMA Specifications, Part 5. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall be shown.

Provide location (i.e. address, city, street, railroad milepost) and engineer stamped plans of the proposed leased premises with dimensions, coordinates and directions. Also depict any planned improvements on the leased premises with dimensions from nearest track (may incur additional costs or agreements for above ground occupancy). In addition, annual fees will be assessed pursuant to a written lease agreement. Please return the completed application, proposed plans indicating the location of the pipe, and a check for the **non-refundable** fee of **\$6,000 USD (\$7,611 CAD)**.

Make check(s) payable to:

**OmniTRAX Inc.
C/O AR Real Estate Department
252 Clayton Street, 4th Floor
Denver, CO 80206**

If the application is approved, the applicant agrees to reimburse property owner for any cost incurred by property owner incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation as provided in the agreement to be executed.

Incomplete applications may result in processing delays. Applications submitted without the required fees will not be processed.

Please note, if the submitted application and prints require review by any independent environmental (HAZMAT) or other outside consultants, this review will be at applicant's sole cost and in addition to the aforementioned fees.

Canadian residents/businesses, this fee is a taxable supply, please include applicable GST

STANDARD APPLICATION PROCESS IS 60 DAYS. REQUESTS FOR RUSH SERVICE: Once a **COMPLETE** application and required fees are received, including the rush fee of **\$1,500 USD (\$1,903 CAD)**, a draft agreement will be made available for review within twenty one (21) business days. Please be sure to mark the box above.

Once an executable agreement is submitted to you, the license must be fully negotiated and executed within thirty (30) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: AMN



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

If you have not reviewed the Railroad's Utility Accommodation Policy, please contact our Real Estate office at omnitrax.real.estate@omnitrax.com or 303.398.0441 to receive a copy prior to submittal of this application

SECTION 1:

1. Complete Legal Name of Applicant: Engineering Enterprises Inc.
2. Agreement to be in the name of (if different from above): United City of Yorkville
3. Type of Entity (please mark one): Corporation ☐ LLC ☐ Individual ☒ Municipality ☐
Partnership ☐ General ☐ Limited ☐ Other ☐
4. If applicable, state/province of incorporation or organization: The United City of Yorkville
5. Federal Tax Identification number (U.S. Leases):
6. Mailing Address: 651 Prairie Pointe Drive Yorkville, IL 60560
7. Overnight Delivery Service Address (if different):
8. Contact Person: Adam Noon Title: Project Engineer
9. Phone No.: (630) 770-9915 Fax No.: (630) 466-6701
10. Email: anoon@eeiweb.com
11. Email Address Where Notices Can be Sent to: anoon@eeiweb.com
12. **Billing Contact Name, Phone Number, and Address Required:**
Adam Noon 630-770-9915
52 Wheeler Rd., Sugar Grove, IL 60554
13. Railroad Name: Illinois Railway
Nearest Milepost: IR:50 DOT No.: 065032L
Track Station (from): Track Station (to):
Property Address REQUIRED:
201 State St, Yorkville, IL 60560
Section: 32 Township: 37 Range: 7
City: Yorkville County: Kendall State: IL
Geographical Coordinates Required
Latitude: 41.642378 Longitude: -88.449325
Located on the (N/S/E/W) S side of (landmark, intersection)
W. Hydraulic Ave. and State St.

SECTION 2:

All specifications meet or exceed Railroad's Utility Accommodation Policy **INITIAL HERE:** _____

OR Variance requested – PLEASE DESCRIBE IN DETAIL (attach separate sheet if necessary):

See attached variance letter. _____

- Temporary track support or rewinding required? () Yes ☒ No If yes, please describe: _____



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

- Wires, poles, obstructions to be relocated? () Yes ☒ No If yes, please describe _____

Product to be conveyed: Water

Flammable? () Yes ☒ No Temp _____

- Max. Working Pressure: 70 PSI. Field Test Pressure: 150 PSI.
Type test: 2 Hour 150 psi Pressure Test as described in Section 41-2.14 of the Standard Specifications for Water and Sewer Construction in Illinois

Location of shut-off valve: State St. and W. Hydraulic Ave. and State St. and W. Van Emmon St.

- PIPE SPECIFICATIONS: ANSI/AWWA A21.51/C151, ANSI/AWWA A21.4/C104

	CARRIER PIPE	CASING PIPE
Material	<u>Ductile Iron</u>	<u>Steel</u>
Material Specifications and Grade	<u>ANSI/AWWA A21.51/C151 Class 52</u>	<u>ASTM A139 (ANSI B36.10); Grade B</u>
Min. Yield Strength of Mat. PSI	<u>42,000</u>	<u>35,000</u>
Mill Test Pressure PSI	<u>500</u>	<u>2,800</u>
Inside Diameter	<u>8 in.</u>	<u>15.25 in.</u>
Wall Thickness	<u>0.33 in.</u>	<u>0.219 in.</u>
Outside Diameter	<u>9.05 in.</u>	<u>16 in.</u>
Type of Seam	_____	_____
Laying Lengths	<u>20 ft.</u>	<u>20 ft.</u>
Kind of Joints	<u>Mechanical</u>	<u>Welded</u>
Total Length within RR R/O/W	<u>77 ft.</u>	<u>77 ft.</u>

VENTS: # 0 Size _____ Ht. above ground _____

SEALS: Both ends ☒ One end _____ BURY: Base of rail to top of casing 5.5 ft. 0 in.

BURY (Not beneath tracks): 5.5 ft. 0 in. BURY (Roadway pipe): 5.5 ft. 0 in.

CATHODIC PROTECTION: ☒ Yes () No

PROTECTIVE COATING: ☒ Yes () No Kind: Bituminous

Type, size, and spacing of insulators or supports: 2.5", Cascade Stainless Steel Casing Spacers, Every 10'

- Method of Installation: Dry Jacking and Boring



**APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT
UNDER/OVER PROPERTIES AND TRACKS**

Telephone (303) 398-4588, Fax (866) 524 - 4141

By submitting this application for credit, you authorize OmniTRAX or affiliate, to make any inquiries necessary to determine credit worthiness. You release your banking instruction release details that would assist to determine credit worthiness.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for any NSF/Non-Sufficient Checks.

Date: 10/28/24

Signature: Adam Noon

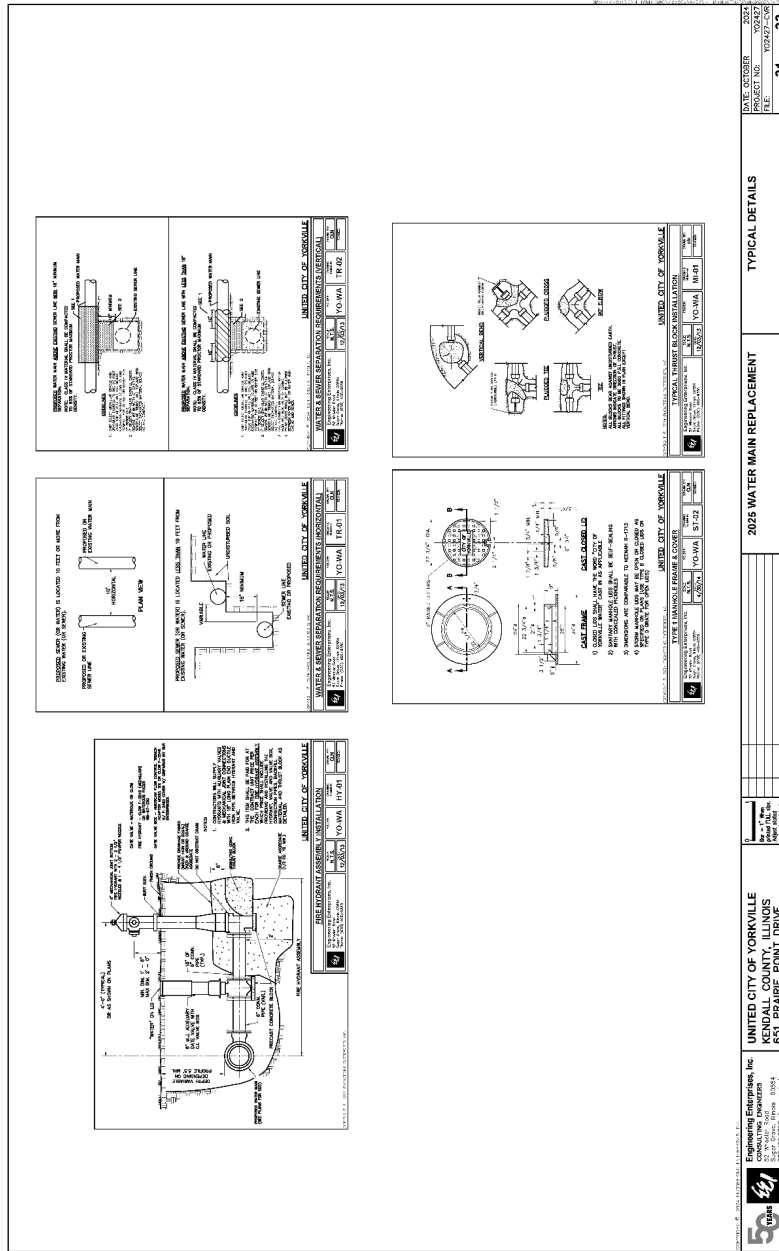
Name Printed: Adam Noon

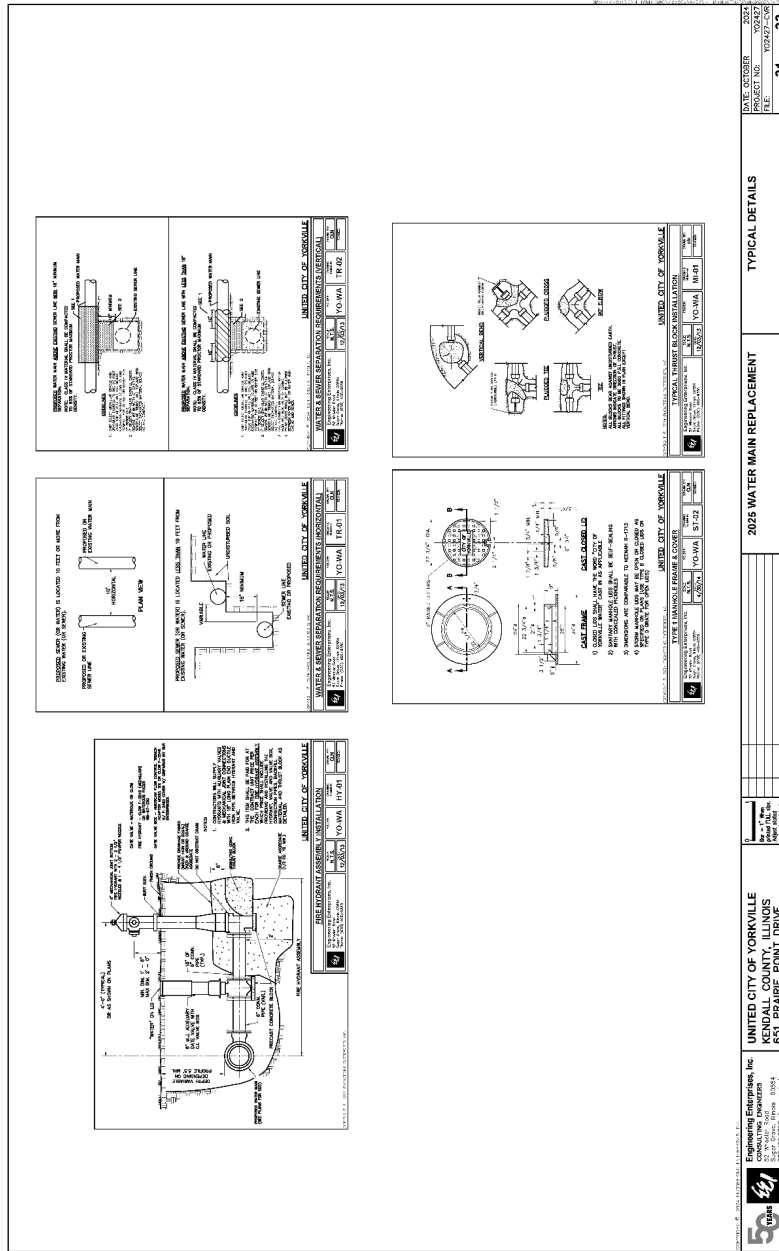
Title: Project Engineer

Phone No.: 630-770-9915

Fax No: 630-466-6701

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION





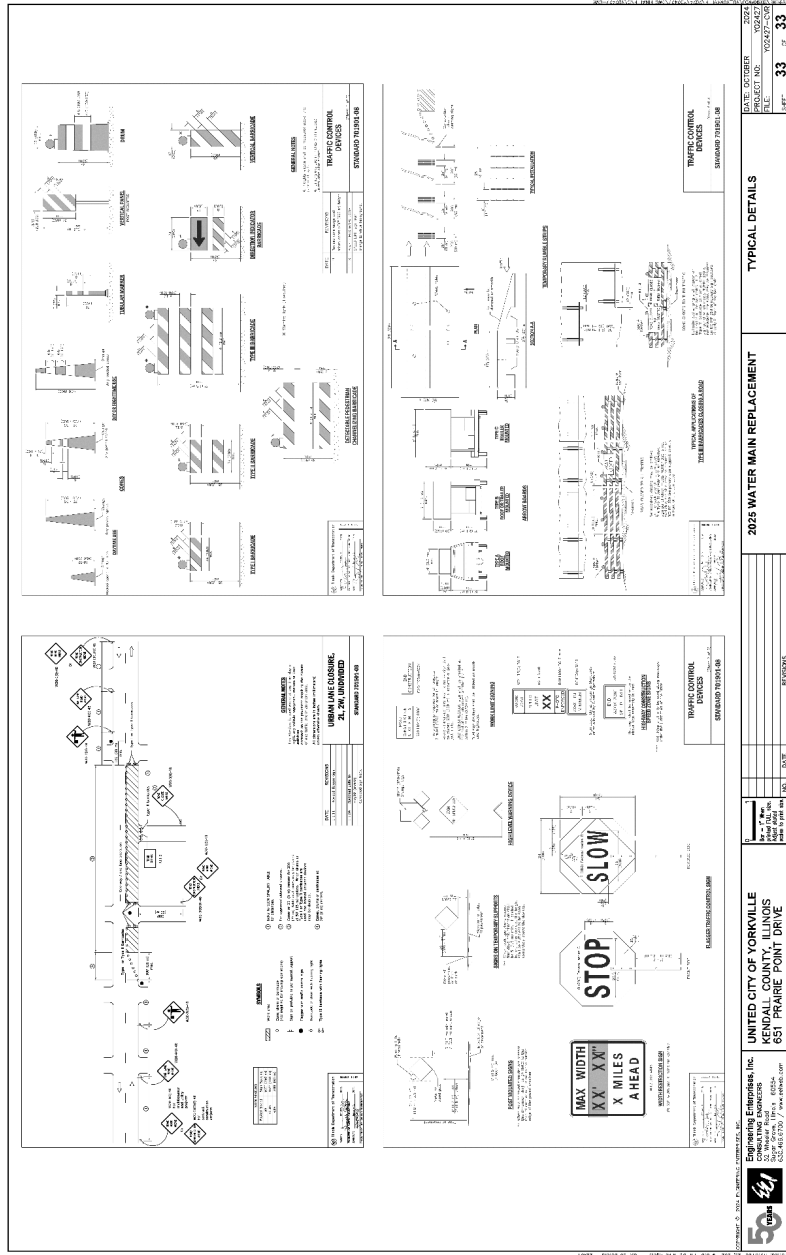
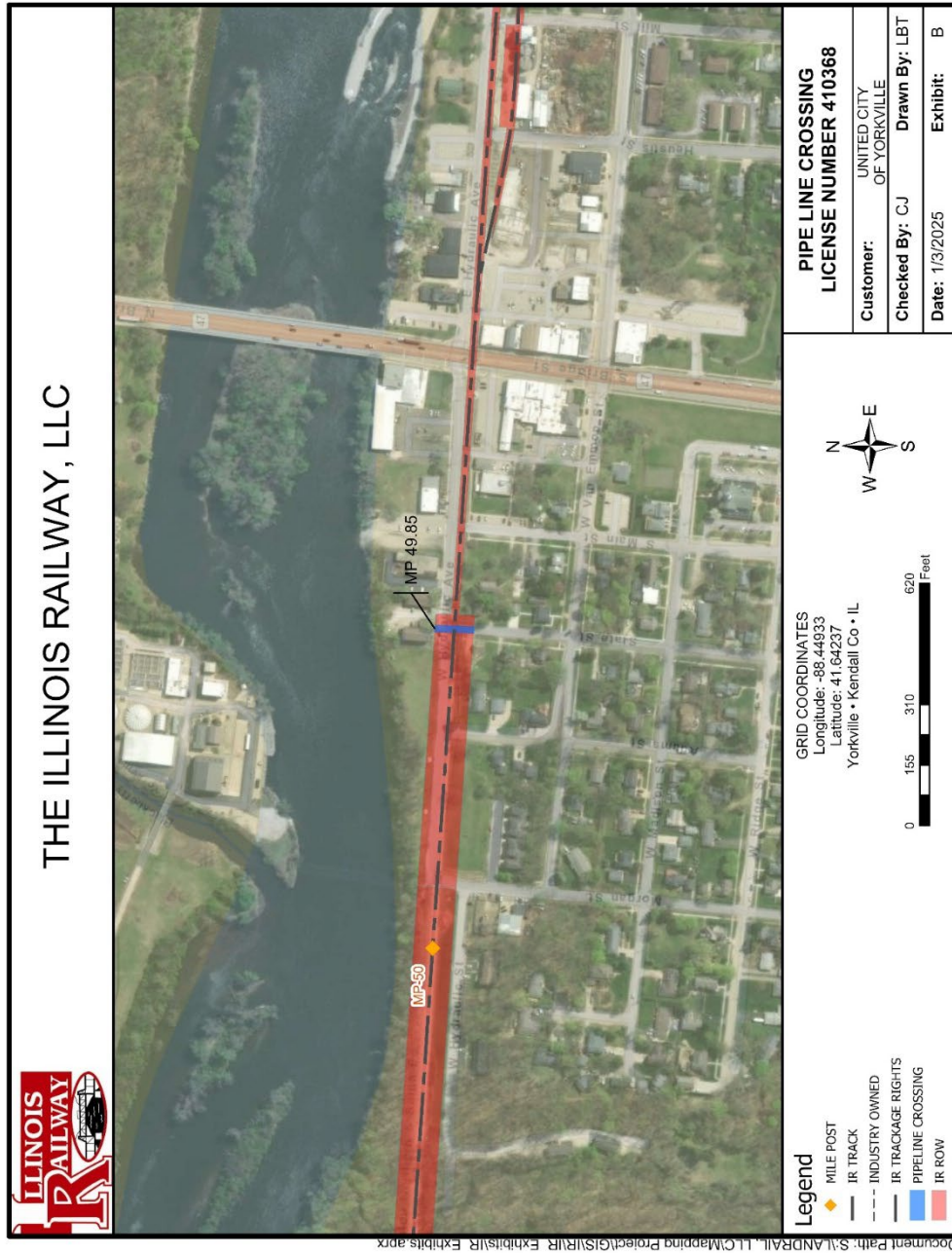


EXHIBIT B



PIPE LINE CROSSING LICENSE

THIS LICENSE ("License") shall be effective on the last date of signature set forth below (the "Effective Date"), by Illinois Railway, LLC ("Licensor") and City of Yorkville ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

1. TERM:

This License shall take effect as of the Effective Date, and unless sooner terminated per the terms outlined in Section 9 and 10 of this License, shall remain in effect regardless of performance or non-performance of any of the covenants and agreements contained in this License and regardless of any fee having been paid in advance for any period without regard to any loss or damage incurred by either Party as a result of such termination or cancellation. Licensor will not execute this License until it receives a signed original from Licensee, and in no event is entry under this License permitted until Licensor returns a fully-executed copy to Licensee.

2. LOCATION:

In consideration of the license fee or other sums of money Licensee agrees to pay to Licensor, and of the covenants and agreements of Licensee as set forth in this License, Licensor hereby grants a license and permission to Licensee to construct, install, use, maintain, repair, relocate, operate and replace a fresh water Pipe Line, as more particularly described in Licensee's application, marked Exhibit "A", attached to this License and made a part of it by this reference, situated on, across, along or over Licensor's property at or near the City of Yorkville, County of Kendall, and State of Illinois (the "Premises"). The term Pipe Line shall be deemed to mean the actual line(s) and any and all appurtenances and that portion of Licensor's property, in so far as they relate to said Pipe Line. The location of the Pipe Line is more particularly described on the drawing marked Exhibit "B", attached to this License and made a part of it by this reference, but generally described as follows:

A 9.05" (inch) carrier inside 16" (inch) casing diameter, fresh water Pipe Line crossing
Licensor's property, located at or near Mile Post No. 49.80, as shown on Exhibit "B".

3. LICENSE FEE:

- A. Licensee shall pay to Licensor as one time License Fee the sum of three thousand seven hundred dollars (USD \$3,700.00), payable in advance on or prior to the Effective Date of this License. Licensee shall pay to Licensor any and all sales tax, if any and if applicable, which may occur as a result of the payment of the above license or other fees payable under this License.

4. SPECIFICATIONS:

- A. The Pipe Line shall be constructed, installed, used, maintained, repaired and operated in strict accordance with any and all current requirements and specifications adopted by the American Railway Engineering and Maintenance of Way Association, and in compliance with any and all law, statute, regulation or order of any federal, state or municipal governmental body or any agency thereof or

created thereby (collectively, "Laws"). Provided however, that all materials and workmanship employed in the construction, installation, use, maintenance, repair and operation of the Pipe Line shall be subject to the approval of the Licensor's Chief Engineer or authorized representative.

- B. An underground Pipe Line crossing under track(s) at a ninety degree (90°) angle, shall be encased in conduit for a MINIMUM of forty-eight feet (48'), twenty-four feet (24') on either side measured from the centerline of the track(s) or the full width of Licensor's property if less than forty-eight (48') feet. Crossings of a degree substantially greater or less than ninety degrees (90°) shall be encased in conduit for the full width of the track structure. The top of the encasement pipe shall be a MINIMUM of five and one half (5½') feet beneath surface of ground at all points within Licensor's property.
- C. Any appurtenance to the Pipe Line shall be constructed and maintained to a MINIMUM clearance of no less than fifteen (15') feet from the centerline of any track(s). The side clearance of fifteen (15') feet shall be maintained for a height of twenty-seven feet (27'). All Pipe Line(s) shall be constructed, as nearly as possible to cross under any track(s) at a right angle to said track(s).
- D. Licensee shall, except in emergencies, give not less than seventy-two (72) hours prior written notice to Licensor of the day, hour and location that it proposes to undertake any construction, installation, repair, relocation, replacement or maintenance work to the Pipe Line or otherwise on the Premises and in the event of an emergency shall notify Licensor as soon as possible. After completion of construction, relocation, installation or replacement of the Pipe Line, Licensee shall be required to execute Licensor's standard Right of Entry for any maintenance or repair work on the Pipe Line that requires entry onto Licensor's property or right-of-way. The Right of Entry Permit fee shall be waived for emergency repair and routine maintenance on the pipeline.
- E. Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified in this License; and for the purposes of the safety, protective and indemnification provisions of this License, such contractors and subcontractors, their agents, servants and employees, and other persons on the Licensor property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.
- F. Licensee shall, at no expense to Licensor, obtain all permits and approvals required to exercise its rights provided for pursuant to this License and Licensee shall install, maintain and operate its facilities in accordance with all requirements of such permits, approvals, the Law and any lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the Pipe Line and the construction or use of the Pipe Line or other of Licensee's facilities on Licensor's property or the operation of any of them.
- G. Licensor shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

5. PRESENT OCCUPATIONS:

Licensee shall make appropriate arrangements with any person or entity occupying Licensor's property which may be affected by the relocation, installation, construction or any maintenance or repair of the Pipe Line. Licensee's Pipe Line will not unreasonably interfere with the use of Licensor's property, or create any undue hardship on the person or entity occupying said property.

6. RISK, LIABILITY, INDEMNITY:

- A. Licensee acknowledges that persons and property on or near the Premises are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others; and Licensee accepts this License subject to such dangers.

- B.
 - a. **LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS LICENSOR, ITS PARENTS, OWNERS, AND AFFILIATES, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS CONFERRED BY THIS LICENSE) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT TO IT, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.**

 - b. **THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY ASSUMED BY LICENSEE UNDER THIS LICENSE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKERS' COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.**

 - c. **LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE PREMISES.**

 - d. **AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR**

INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

7. INSURANCE:

- A. Licensee shall purchase and maintain insurance as specified below covering the License, all the work, services, and obligations assumed or performed hereunder, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X by A. M. Best Company:
- i. **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing (CG 24 17 endorsement or equivalent).
 - ii. **Workers' Compensation and Employers' Liability Insurance** providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop gap endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.
 - iii. **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensee shall provide an MCS 90 endorsement.
 - iv. **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability, Employers' Liability, and Business Automobile Liability Insurances.
- The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.
- B. All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensor and any subsidiary, owner, parent or affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents,

shareholders, and employees ("Required Parties") as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

- C. All insurance shall provide Licensor a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.
- D. If Licensee cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.
- E. Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License.
- F. All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of the Required Parties.
- G. Notwithstanding the foregoing, Licensee may self-insure for any of the above required insurance coverages subject to the requirements specified in this paragraph. Licensee shall provide Licensor with audited financial statements and Licensor may, at its discretion, which shall not be unreasonably withheld, deem such financial statements acceptable prior to authorizing Licensee to self-insure. Licensee shall provide a letter of self-insurance to Licensor specifically stating which lines of coverage are self-insured and the amount of self-insurance maintained. The amount of any excess insurance that attaches to self-insurance below the required limits of insurance shall be identified in the letter and evidenced on a certificate of insurance. This letter of self-insurance shall be signed by Licensee's Risk Manager or another designated authorized signatory. With respect to Workers' Compensation, Licensee shall also provide state-issued self-insured authorization documents to Licensor, where applicable by state law.
- H. Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent or broker who have been instructed by Licensee to procure the insurance coverage required by this License. Upon signature of this License and renewal of insurance, if Licensee fails to maintain or provide evidence to Licensor of any insurance coverage required under this License, Licensor may terminate this License effective immediately.
- I. Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

8. WAIVER:

Licensee waives the right to question the validity of this License or any of the terms and provisions of it, or the right or power of Licensor to execute and enforce this License. This License is made without covenant on the part of Licensor to warrant its title to the property involved with the Pipe Line, or to give or to defend Licensee in the peaceful possession of the property and Licensee shall waive all right to claim damages in the event Licensee shall be evicted, ejected or required to surrender possession of the property by anyone owning or claiming title to or any interest in the property, or by reason of failure of title of Licensor, or for any other cause whatsoever. Licensee further agrees to indemnify and save harmless Licensor and to assume all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Licensor) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of Licensor's title affecting the right of Licensor to make this grant.

9. REPAIRS AND RELOCATION:

- A. Licensee will at all times maintain the Pipe Line in a safe and secure manner and in a condition satisfactory to Licensor. Licensor may request Licensee to change the location of the Pipe Line, or any part of it, or to make reasonable repairs or changes as the judgment of Licensor deems necessary in order to avoid interference with or danger in the use or operation of Licensor's railroad, or any of its present or future appurtenances. In the event it is desired by Licensor to use its property or any portion of it, occupied or impacted by the Pipe Line, then Licensee shall, at its sole expense, and within thirty (30) days after notice from Licensor to do so, (or on shorter notice in case of an emergency), make changes to the Pipe Line as required or remove the Pipe Line, or as much of the Pipe Line as is located upon the portion of the property as required by Licensor.
- B. If Licensee shall fail to perform any of its obligations contained in this License as to the maintenance of safe conditions in and about the Pipe Line or to make any necessary repairs, or to relocate the Pipe Line, then Licensor may cause such condition to be made safe, or change of location to be made, or repairs to be made, or Pipe Line to be removed from Licensor's property. Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost of the work, plus fifteen percent (15%) of the cost as a charge for the supervision, accounting, and use of tools; or Licensor may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.
- C. In case Licensor shall at any time, or from time to time, require the removal of only a portion of the Pipe Line, this License shall continue in force and be applicable to the portion or portions of the Pipe Line remaining from time to time until the entire Pipe Line has been removed and the License Fees or other fees payable under this License shall be adjusted accordingly.

10. TERMINATION:

If Licensee fails to keep or perform any of Licensee's covenants contained in this License, upon ninety (90) days written notice to Licensee and an opportunity to cure with such cure being completed within such ninety (90) day period or if such cure cannot be completed within ninety (90) days, in such time as necessary so long as Licensee is diligently pursuing such cure and in no event longer than one hundred eighty (180) days, Licensor shall have the right to terminate this License.

In addition to the foregoing, Licensor shall have the right to terminate this License and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than ninety (90) days prior to each anniversary of the effective date thereof, upon the occurrence of any of the following events:

- a. If Licensee shall permanently discontinue the use of operations of the Pipe Line; or
- b. If Licenser shall be required by any change in applicable Federal law after the Effective Date to remove, relocate, reconstruct, or discontinue operation of Licenser's railroad and any such removal, relocation, reconstruction, or discontinuance of operation of Licenser's railroad cannot be accomplished without removal of the Pipeline; or
- c. If Licenser determines and substantiates to Licensee that the Pipe Line endangers or threatens Licenser's employees or the safe operation or maintenance of the railroad.

11. RESTORATION:

Upon termination of this License, in accordance with the provisions of Section 10 of this License, Licensee shall promptly remove the Pipe Line from Licenser's property, and restore the property to its prior condition, or a condition satisfactory to Licenser. If Licensee fails to remove the Pipe Line within ninety days (90) after termination of this License, Licenser may remove same, and charge the expense of such removal to the Licensee on the basis provided in Section 9.B of this License.

12. MISCELLANEOUS:

- A. This License is executed by all Parties under current interpretation of any and all applicable Laws. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination of them, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.
- B. In the event this License is part of a package of agreements for Licensee, this License and all other such documents shall be read as compatible parts of the package and not in contradiction to each other, such that in the event of apparent conflict in any duties under this License or the package of agreements, Licenser shall designate which clause(s) shall survive or control any others.
- C. Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

If to Licenser:

ATTN: Real Estate
252 Clayton Street, 4th Floor
Denver, Colorado 80206

WITH A COPY TO:

ATTN: General Counsel
252 Clayton Street, 4th Floor
Denver, Colorado 80206

If to Licensee:

ATTN: City of Yorkville
651 Prairie Pointe Dr.
Yorkville, IL 60560
Phone: (630) 770-9915

- D. No oral promises, oral agreements, or oral warranties shall be deemed a part of this License, nor shall any alteration, amendment, supplement or waiver of any of the provisions of this License be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.
- E. This License is made subject to the rights previously or simultaneously granted by or through Licensor for any surface, sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of fences, pipelines, communication lines, power lines, railroad tracks and signals, and any and all appurtenances applicable to them. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Pipe Line by Licensee.
- F. This License and all of the provisions contained in it shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Notwithstanding the forgoing, Licensee agrees not to assign this License or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of License may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensor. Notwithstanding the foregoing, Licensee shall remain liable to Licensor as a guarantor of Licensee's successor in interest to this License.
- G. Nothing in this License shall be construed to place any responsibility on Licensor for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities.
- H. Any approval given or supervision exercised by Licensor under this License, or failure of Licensor to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License.
- I. The failure of the Licensor to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.
- J. Licensee further indemnifies Licensor against any and all liens that may be placed against Licensor's property in the course of construction of this crossing, and agrees to immediately satisfy any liens so placed.
- K. In the event that Licensor shall incur any costs or expenses, including attorneys' fees and costs, in enforcing Licensee's covenants and agreements under this License, Licensee shall reimburse Licensor for all such costs, expenses and legal fees as an additional fee under this License.
- L. This License shall be governed under the laws of the State of Illinois, and venue shall be proper in the federal or state courts of the State of Illinois for any action arising under the terms of this License or

performance of it. The section headings of this License have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this License. This License shall be read with all changes of gender and number required by the context. Time shall be of the essence in this License and each of the provisions of it.

- M. Licensors remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.
- N. All of the obligations, representations and warranties of the Licensee accruing under this License during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term.
- O. Licensors shall not be responsible for any loss, damage, delay or non-performance caused by accidents, labor difficulties, acts of God, governmental action or by any other cause which is unavoidable or beyond its reasonable control.
- P. Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.
- Q. All exhibits attached to this License are incorporated by reference as if fully set forth in this License.

IN WITNESS WHEREOF, the Parties have executed this License as of the last date of execution set forth below:

Licensor: Illinois Railway, LLC	Licensee: City of Yorkville
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

☐

Check the box if this is a **RUSH** application. Add \$1,500 USD (\$1,903 CAD) in addition to the application fee listed below.

PIPELINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Proposed plans must be approved by the railroad and a crossing agreement must be fully executed between the railroad and the applicant before construction can begin. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirements of the railroad. One original of this form shall be submitted, accompanied by letter- sized Engineer Stamped Plans, elevation section of crossing from field survey, location in respect to Mile Post, width of railroad right of way, location of adjacent structures that may impede the crossing, and all information required in Figures 1 and 2 of AREMA Specifications, Part 5. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall be shown.

Provide location (i.e. address, city, street, railroad milepost) and engineer stamped plans of the proposed leased premises with dimensions, coordinates and directions. Also depict any planned improvements on the leased premises with dimensions from nearest track (may incur additional costs or agreements for above ground occupancy). In addition, annual fees will be assessed pursuant to a written lease agreement. Please return the completed application, proposed plans indicating the location of the pipe, and a check for the non-refundable fee of **\$6,000 USD (\$7,611 CAD)**.

Make check(s) payable to:

**OmniTRAX Inc.
C/O AR Real Estate Department
252 Clayton Street, 4th Floor
Denver, CO 80206**

If the application is approved, the applicant agrees to reimburse property owner for any cost incurred by property owner incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation as provided in the agreement to be executed.

Incomplete applications may result in processing delays. Applications submitted without the required fees will not be processed.

Please note, if the submitted application and prints require review by any independent environmental (HAZMAT) or other outside consultants, this review will be at applicant's sole cost and in addition to the aforementioned fees.

Canadian residents/businesses, this fee is a taxable supply, please include applicable GST

STANDARD APPLICATION PROCESS IS 60 DAYS. REQUESTS FOR RUSH SERVICE: Once a **COMPLETE** application and required fees are received, including the rush fee of \$1,500 USD (\$1,903 CAD), a draft agreement will be made available for review within twenty one (21) business days. Please be sure to mark the box above.

Once an executable agreement is submitted to you, the license must be fully negotiated and executed within thirty (30) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: AMN



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

If you have not reviewed the Railroad's Utility Accommodation Policy, please contact our Real Estate office at omnitrax.real.estate@omnitrax.com or 303.398.0441 to receive a copy prior to submittal of this application

SECTION 1:

1. Complete Legal Name of Applicant: Engineering Enterprises Inc.
2. Agreement to be in the name of (if different from above): United City of Yorkville
3. Type of Entity (please mark one): Corporation ☐ LLC ☐ Individual ☒ Municipality ☐
Partnership ☐ General ☐ Limited ☐ Other ☐
4. If applicable, state/province of incorporation or organization: The United City of Yorkville, IL
5. Federal Tax Identification number (U.S. Leases): _____
6. Mailing Address: 651 Prairie Pointe Dr., Yorkville, IL 60560
7. Overnight Delivery Service Address (if different): _____
8. Contact Person: Adam Noon Title: Project Engineer
9. Phone No.: (630) 770-9915 Fax No.: (630) 466-6701
10. Email: anoon@eeiweb.com
11. Email Address Where Notices Can be Sent to: anoon@eeiweb.com
12. **Billing Contact Name, Phone Number, and Address Required:**
Adam Noon 630-770-9915
52 Wheeler Rd., Sugar Grove, IL 60554
13. Railroad Name: Illinois Railroad
Nearest Milepost: IR:50 DOT No.: 065031E
Track Station (from): _____ Track Station (to): _____
Property Address REQUIRED:
204 W. Hydraulic Ave, Yorkville, IL 60560
Section: 32 Township: 37 Range: 7
City: Yorkville County: Kendall State: IL
Geographical Coordinates Required
Latitude: 41.642330 Longitude: -88.448359
Located on the (N/S/E/W) S side of (landmark, intersection)
W. Hydraulic Ave. and S. Main St.

SECTION 2:

All specifications meet or exceed Railroad's Utility Accommodation Policy **INITIAL HERE:** _____

OR Variance requested – PLEASE DESCRIBE IN DETAIL (attach separate sheet if necessary):

See variance letter.

- Temporary track support or rewinding required? () Yes (X) No If yes, please describe: _____



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

- Wires, poles, obstructions to be relocated? () Yes (X) No If yes, please describe _____
- Product to be conveyed: Water
- Flammable? () Yes (X) No Temp _____
- Max. Working Pressure: 70 PSI. Field Test Pressure: 150 PSI.
Type Test: 2 Hour 150psi Pressure Test as described in Section 41-2.14 of the Standard Specifications for Water and Sewer Construction in Illinois
- Location of shut-off valve: W. Hydraulic Ave. and S. Main St. as well as S. Main St. and Madison St.
- PIPE SPECIFICATIONS: ANSI/AWWA A21.51/C151, ANSI/AWWA A21.4/C104

	CARRIER PIPE	CASING PIPE
Material	Ductile Iron	Steel
Material Specifications and Grade	ANSI/AWWA A21.51/C151 Class 52	ASTM A139 (ANSI B36.10); Grade B
Min. Yield Strength of Mat. PSI	42,000	35,000
Mill Test Pressure PSI	500	2,800
Inside Diameter	8 in.	15.25 in.
Wall Thickness	0.33 in.	0.219 in.
Outside Diameter	9.05 in.	16 in.
Type of Seam		
Laying Lengths	20 ft.	20 ft.
Kind of Joints	Mechanical	Welded
Total Length within RR R/O/W	73 ft.	73 ft.

VENTS: # 0 Size _____ Ht. above ground _____

SEALS: Both ends X One end _____ BURY: Base of rail to top of casing 5.5 ft. 0 in.

BURY (Not beneath tracks): 5.5 ft. 0 in. BURY (Roadway pipe): 5.5 ft. 0 in.

CATHODIC PROTECTION: (X) Yes () No

PROTECTIVE COATING: (X) Yes () No Kind: Bituminous

Type, size, and spacing of insulators or supports: 2.5", Cascade Stainless Steel Casing Spacers, Every 10'

- Method of Installation: Dry Jacking and Boring



**APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT
UNDER/OVER PROPERTIES AND TRACKS**

Telephone (303) 398-4588, Fax (866) 524 - 4141

By submitting this application for credit, you authorize OmniTRAX or affiliate, to make any inquiries necessary to determine credit worthiness. You release your banking instruction release details that would assist to determine creditworthiness.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for any NSF/Non-Sufficient Checks.

Date: 11/26/24

Signature: *Adam Noon*
Signer ID: CWIZESBY13...

Name Printed: Adam Noon

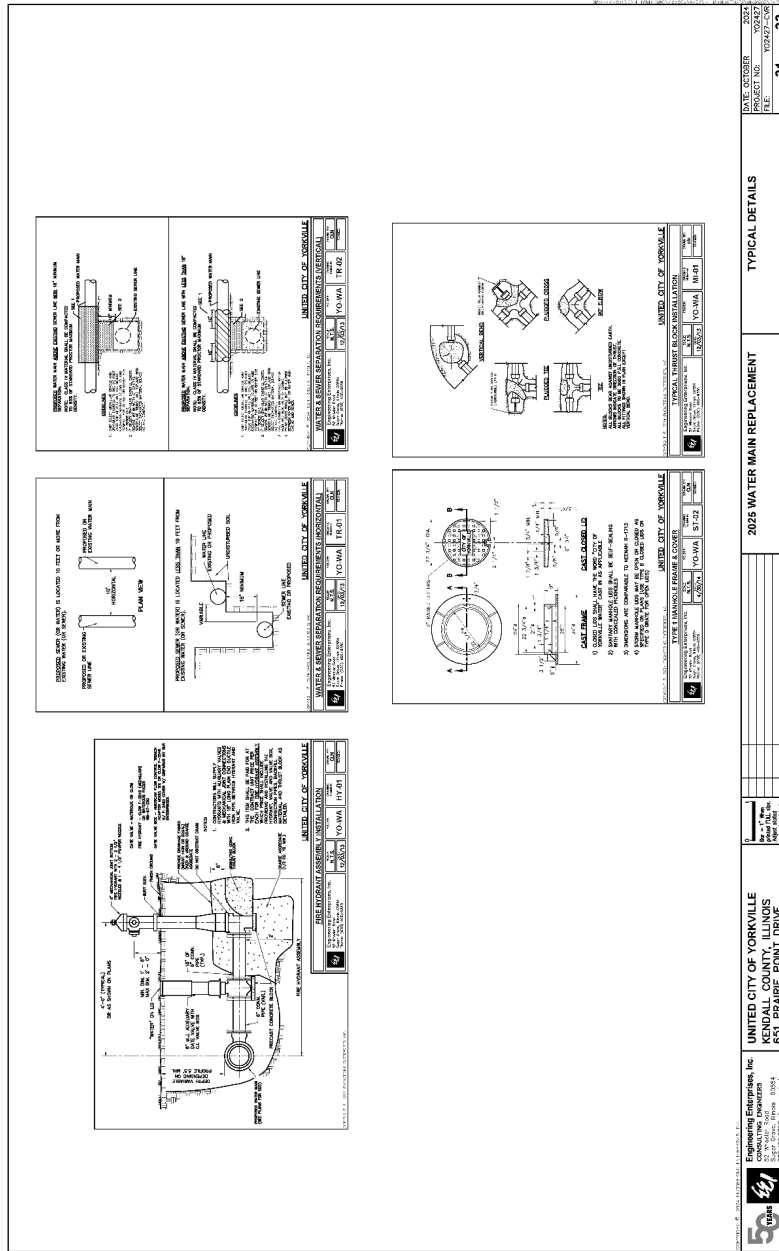
Title: Project Engineer

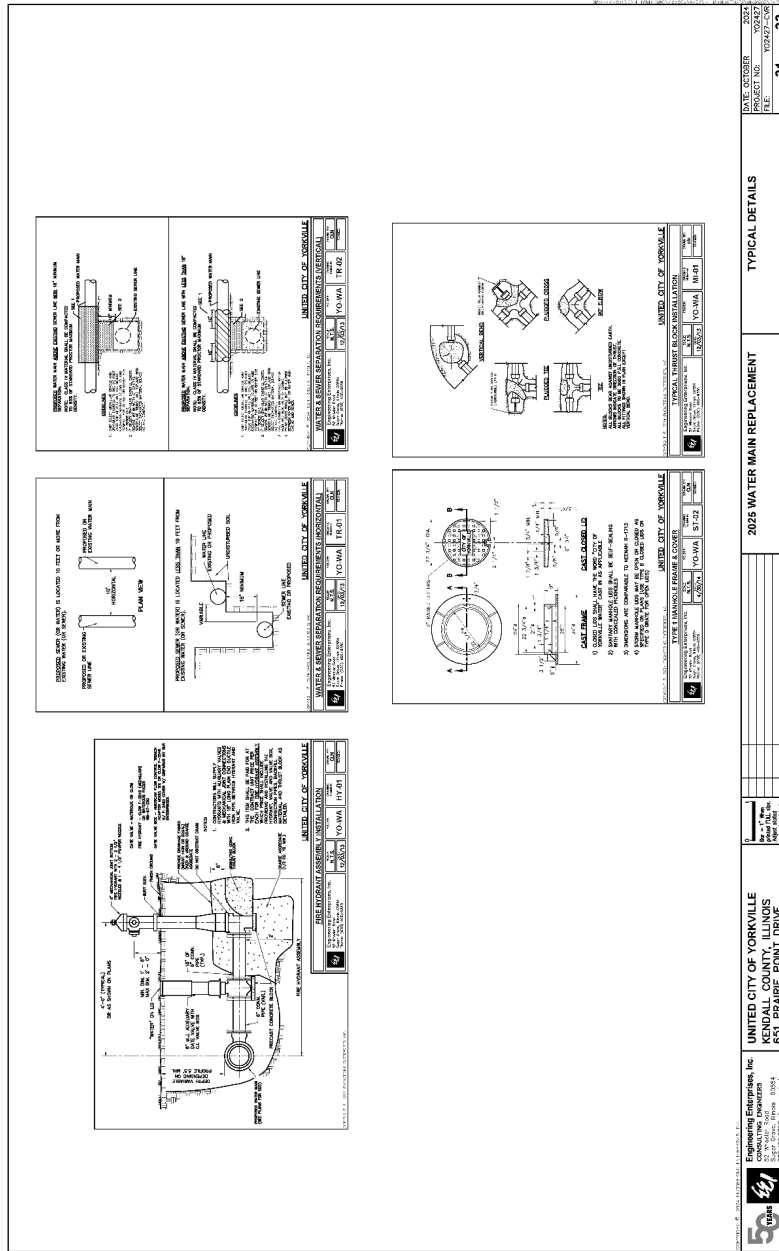
Phone No.: 630-770-9915

Fax No: 630-466-6701

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION







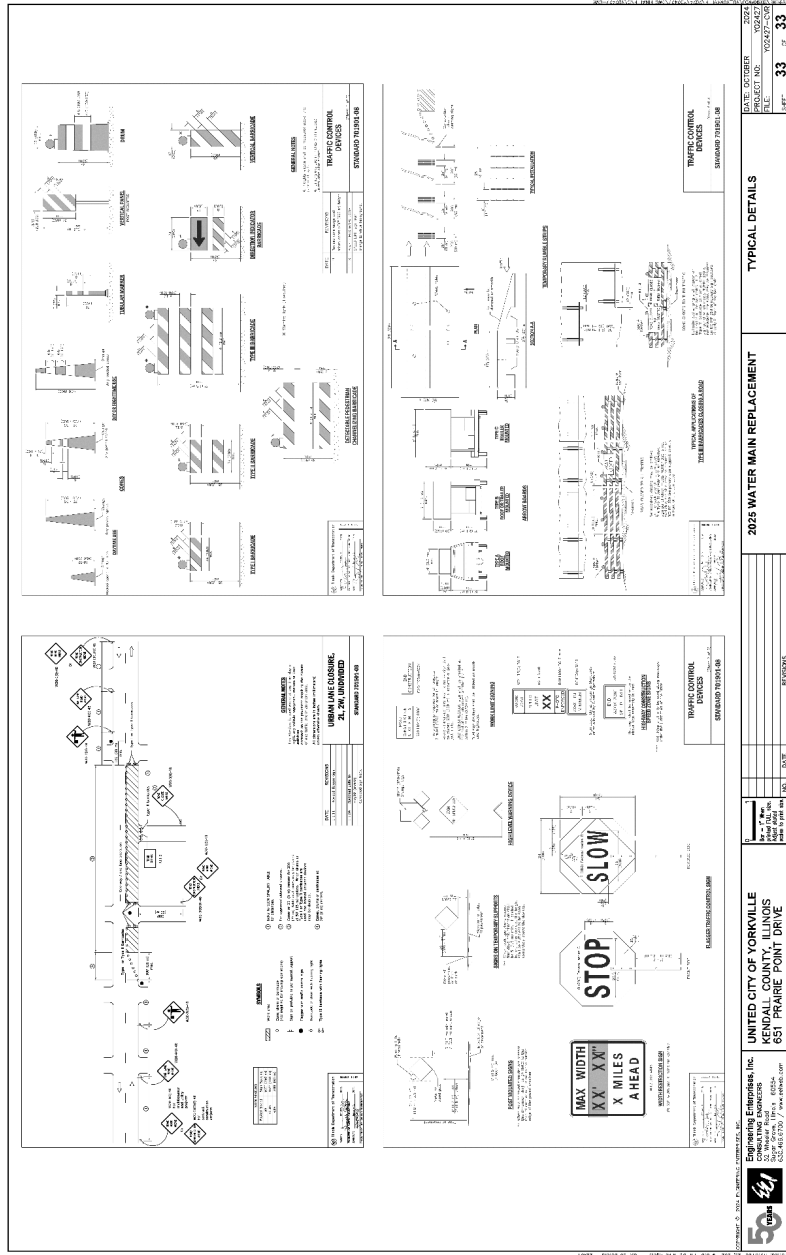


EXHIBIT B



Document Path: S:\ILANDRAIL.LLC\Mapping Project\GIS\IR\IR Exhibits\IR Exhibits.aprx

PIPE LINE CROSSING LICENSE

THIS LICENSE ("License") shall be effective on the last date of signature set forth below (the "Effective Date"), by Illinois Railway, LLC ("Licensor") and City of Yorkville ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

1. TERM:

This License shall take effect as of the Effective Date, and unless sooner terminated per the terms outlined in Section 9 and 10 of this License, shall remain in effect regardless of performance or non-performance of any of the covenants and agreements contained in this License and regardless of any fee having been paid in advance for any period without regard to any loss or damage incurred by either Party as a result of such termination or cancellation. Licensor will not execute this License until it receives a signed original from Licensee, and in no event is entry under this License permitted until Licensor returns a fully-executed copy to Licensee.

2. LOCATION:

In consideration of the license fee or other sums of money Licensee agrees to pay to Licensor, and of the covenants and agreements of Licensee as set forth in this License, Licensor hereby grants a license and permission to Licensee to construct, install, use, maintain, repair, relocate, operate and replace a fresh water Pipe Line, as more particularly described in Licensee's application, marked Exhibit "A", attached to this License and made a part of it by this reference, situated on, across, along or over Licensor's property at or near the City of Yorkville, County of Kendall, and State of Illinois (the "Premises"). The term Pipe Line shall be deemed to mean the actual line(s) and any and all appurtenances and that portion of Licensor's property, in so far as they relate to said Pipe Line. The location of the Pipe Line is more particularly described on the drawing marked Exhibit "B", attached to this License and made a part of it by this reference, but generally described as follows:

A 9.05" (inch) carrier inside 16" (inch) casing diameter, fresh water Pipe Line crossing
Licensor's property, located at or near Mile Post No. 49.76, as shown on Exhibit "B".

3. LICENSE FEE:

- A. Licensee shall pay to Licensor as one time License Fee the sum of three thousand seven hundred dollars (USD \$3,700.00), payable in advance on or prior to the Effective Date of this License. Licensee shall pay to Licensor any and all sales tax, if any and if applicable, which may occur as a result of the payment of the above license or other fees payable under this License.

4. SPECIFICATIONS:

- A. The Pipe Line shall be constructed, installed, used, maintained, repaired and operated in strict accordance with any and all current requirements and specifications adopted by the American Railway Engineering and Maintenance of Way Association, and in compliance with any and all law, statute, regulation or order of any federal, state or municipal governmental body or any agency thereof or

created thereby (collectively, "Laws"). Provided however, that all materials and workmanship employed in the construction, installation, use, maintenance, repair and operation of the Pipe Line shall be subject to the approval of the Licensor's Chief Engineer or authorized representative.

- B. An underground Pipe Line crossing under track(s) at a ninety degree (90°) angle, shall be encased in conduit for a MINIMUM of forty-eight feet (48'), twenty-four feet (24') on either side measured from the centerline of the track(s) or the full width of Licensor's property if less than forty-eight (48') feet. Crossings of a degree substantially greater or less than ninety degrees (90°) shall be encased in conduit for the full width of the track structure. The top of the encasement pipe shall be a MINIMUM of five and one half (5½') feet beneath surface of ground at all points within Licensor's property.
- C. Any appurtenance to the Pipe Line shall be constructed and maintained to a MINIMUM clearance of no less than fifteen (15') feet from the centerline of any track(s). The side clearance of fifteen (15') feet shall be maintained for a height of twenty-seven feet (27'). All Pipe Line(s) shall be constructed, as nearly as possible to cross under any track(s) at a right angle to said track(s).
- D. Licensee shall, except in emergencies, give not less than seventy-two (72) hours prior written notice to Licensor of the day, hour and location that it proposes to undertake any construction, installation, repair, relocation, replacement or maintenance work to the Pipe Line or otherwise on the Premises and in the event of an emergency shall notify Licensor as soon as possible. After completion of construction, relocation, installation or replacement of the Pipe Line, Licensee shall be required to execute Licensor's standard Right of Entry for any maintenance or repair work on the Pipe Line that requires entry onto Licensor's property or right-of-way. The Right of Entry Permit fee shall be waived for emergency repair and routine maintenance on the pipeline.
- E. Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified in this License; and for the purposes of the safety, protective and indemnification provisions of this License, such contractors and subcontractors, their agents, servants and employees, and other persons on the Licensor property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.
- F. Licensee shall, at no expense to Licensor, obtain all permits and approvals required to exercise its rights provided for pursuant to this License and Licensee shall install, maintain and operate its facilities in accordance with all requirements of such permits, approvals, the Law and any lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the Pipe Line and the construction or use of the Pipe Line or other of Licensee's facilities on Licensor's property or the operation of any of them.
- G. Licensor shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

5. PRESENT OCCUPATIONS:

Licensee shall make appropriate arrangements with any person or entity occupying Licensor's property which may be affected by the relocation, installation, construction or any maintenance or repair of the Pipe Line. Licensee's Pipe Line will not unreasonably interfere with the use of Licensor's property, or create any undue hardship on the person or entity occupying said property.

6. RISK, LIABILITY, INDEMNITY:

- A. Licensee acknowledges that persons and property on or near the Premises are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others; and Licensee accepts this License subject to such dangers.

- B.
 - a. **LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS LICENSOR, ITS PARENTS, OWNERS, AND AFFILIATES, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS CONFERRED BY THIS LICENSE) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT TO IT, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.**

 - b. **THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY ASSUMED BY LICENSEE UNDER THIS LICENSE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKERS' COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.**

 - c. **LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE PREMISES.**

 - d. **AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR**

INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

7. INSURANCE:

- A. Licensee shall purchase and maintain insurance as specified below covering the License, all the work, services, and obligations assumed or performed hereunder, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X by A. M. Best Company:
- i. **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing (CG 24 17 endorsement or equivalent).
 - ii. **Workers' Compensation and Employers' Liability Insurance** providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop gap endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.
 - iii. **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensee shall provide an MCS 90 endorsement.
 - iv. **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability, Employers' Liability, and Business Automobile Liability Insurances.
- The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.
- B. All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensor and any subsidiary, owner, parent or affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents,

shareholders, and employees ("Required Parties") as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

- C. All insurance shall provide Licensor a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.
- D. If Licensee cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.
- E. Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License.
- F. All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of the Required Parties.
- G. Notwithstanding the foregoing, Licensee may self-insure for any of the above required insurance coverages subject to the requirements specified in this paragraph. Licensee shall provide Licensor with audited financial statements and Licensor may, at its discretion, which shall not be unreasonably withheld, deem such financial statements acceptable prior to authorizing Licensee to self-insure. Licensee shall provide a letter of self-insurance to Licensor specifically stating which lines of coverage are self-insured and the amount of self-insurance maintained. The amount of any excess insurance that attaches to self-insurance below the required limits of insurance shall be identified in the letter and evidenced on a certificate of insurance. This letter of self-insurance shall be signed by Licensee's Risk Manager or another designated authorized signatory. With respect to Workers' Compensation, Licensee shall also provide state-issued self-insured authorization documents to Licensor, where applicable by state law.
- H. Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent or broker who have been instructed by Licensee to procure the insurance coverage required by this License. Upon signature of this License and renewal of insurance, if Licensee fails to maintain or provide evidence to Licensor of any insurance coverage required under this License, Licensor may terminate this License effective immediately.
- I. Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

8. WAIVER:

Licensee waives the right to question the validity of this License or any of the terms and provisions of it, or the right or power of Licensor to execute and enforce this License. This License is made without covenant on the part of Licensor to warrant its title to the property involved with the Pipe Line, or to give or to defend Licensee in the peaceful possession of the property and Licensee shall waive all right to claim damages in the event Licensee shall be evicted, ejected or required to surrender possession of the property by anyone owning or claiming title to or any interest in the property, or by reason of failure of title of Licensor, or for any other cause whatsoever. Licensee further agrees to indemnify and save harmless Licensor and to assume all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Licensor) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of Licensor's title affecting the right of Licensor to make this grant.

9. REPAIRS AND RELOCATION:

- A. Licensee will at all times maintain the Pipe Line in a safe and secure manner and in a condition satisfactory to Licensor. Licensor may request Licensee to change the location of the Pipe Line, or any part of it, or to make reasonable repairs or changes as the judgment of Licensor deems necessary in order to avoid interference with or danger in the use or operation of Licensor's railroad, or any of its present or future appurtenances. In the event it is desired by Licensor to use its property or any portion of it, occupied or impacted by the Pipe Line, then Licensee shall, at its sole expense, and within thirty (30) days after notice from Licensor to do so, (or on shorter notice in case of an emergency), make changes to the Pipe Line as required or remove the Pipe Line, or as much of the Pipe Line as is located upon the portion of the property as required by Licensor.
- B. If Licensee shall fail to perform any of its obligations contained in this License as to the maintenance of safe conditions in and about the Pipe Line or to make any necessary repairs, or to relocate the Pipe Line, then Licensor may cause such condition to be made safe, or change of location to be made, or repairs to be made, or Pipe Line to be removed from Licensor's property. Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost of the work, plus fifteen percent (15%) of the cost as a charge for the supervision, accounting, and use of tools; or Licensor may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.
- C. In case Licensor shall at any time, or from time to time, require the removal of only a portion of the Pipe Line, this License shall continue in force and be applicable to the portion or portions of the Pipe Line remaining from time to time until the entire Pipe Line has been removed and the License Fees or other fees payable under this License shall be adjusted accordingly.

10. TERMINATION:

If Licensee fails to keep or perform any of Licensee's covenants contained in this License, upon ninety (90) days written notice to Licensee and an opportunity to cure with such cure being completed within such ninety (90) day period or if such cure cannot be completed within ninety (90) days, in such time as necessary so long as Licensee is diligently pursuing such cure and in no event longer than one hundred eighty (180) days, Licensor shall have the right to terminate this License.

In addition to the foregoing, Licensor shall have the right to terminate this License and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than ninety (90) days prior to each anniversary of the effective date thereof, upon the occurrence of any of the following events:

- a. If Licensee shall permanently discontinue the use of operations of the Pipe Line; or
- b. If Licenser shall be required by any change in applicable Federal law after the Effective Date to remove, relocate, reconstruct, or discontinue operation of Licenser's railroad and any such removal, relocation, reconstruction, or discontinuance of operation of Licenser's railroad cannot be accomplished without removal of the Pipeline; or
- c. If Licenser determines and substantiates to Licensee that the Pipe Line endangers or threatens Licenser's employees or the safe operation or maintenance of the railroad.

11. RESTORATION:

Upon termination of this License, in accordance with the provisions of Section 10 of this License, Licensee shall promptly remove the Pipe Line from Licenser's property, and restore the property to its prior condition, or a condition satisfactory to Licenser. If Licensee fails to remove the Pipe Line within ninety days (90) after termination of this License, Licenser may remove same, and charge the expense of such removal to the Licensee on the basis provided in Section 9.B of this License.

12. MISCELLANEOUS:

- A. This License is executed by all Parties under current interpretation of any and all applicable Laws. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination of them, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.
- B. In the event this License is part of a package of agreements for Licensee, this License and all other such documents shall be read as compatible parts of the package and not in contradiction to each other, such that in the event of apparent conflict in any duties under this License or the package of agreements, Licenser shall designate which clause(s) shall survive or control any others.
- C. Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

If to Licenser:

ATTN: Real Estate
252 Clayton Street, 4th Floor
Denver, Colorado 80206

WITH A COPY TO:

ATTN: General Counsel
252 Clayton Street, 4th Floor
Denver, Colorado 80206

If to Licensee:

ATTN: City of Yorkville
651 Prairie Pointe Dr.
Yorkville, IL 60560
Phone: (630) 770-9915

- D. No oral promises, oral agreements, or oral warranties shall be deemed a part of this License, nor shall any alteration, amendment, supplement or waiver of any of the provisions of this License be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.
- E. This License is made subject to the rights previously or simultaneously granted by or through Licensor for any surface, sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of fences, pipelines, communication lines, power lines, railroad tracks and signals, and any and all appurtenances applicable to them. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Pipe Line by Licensee.
- F. This License and all of the provisions contained in it shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Notwithstanding the forgoing, Licensee agrees not to assign this License or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of License may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensor. Notwithstanding the foregoing, Licensee shall remain liable to Licensor as a guarantor of Licensee's successor in interest to this License.
- G. Nothing in this License shall be construed to place any responsibility on Licensor for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities.
- H. Any approval given or supervision exercised by Licensor under this License, or failure of Licensor to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License.
- I. The failure of the Licensor to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.
- J. Licensee further indemnifies Licensor against any and all liens that may be placed against Licensor's property in the course of construction of this crossing, and agrees to immediately satisfy any liens so placed.
- K. In the event that Licensor shall incur any costs or expenses, including attorneys' fees and costs, in enforcing Licensee's covenants and agreements under this License, Licensee shall reimburse Licensor for all such costs, expenses and legal fees as an additional fee under this License.
- L. This License shall be governed under the laws of the State of Illinois, and venue shall be proper in the federal or state courts of the State of Illinois for any action arising under the terms of this License or

performance of it. The section headings of this License have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this License. This License shall be read with all changes of gender and number required by the context. Time shall be of the essence in this License and each of the provisions of it.

- M. Licensors remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.
- N. All of the obligations, representations and warranties of the Licensee accruing under this License during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term.
- O. Licensors shall not be responsible for any loss, damage, delay or non-performance caused by accidents, labor difficulties, acts of God, governmental action or by any other cause which is unavoidable or beyond its reasonable control.
- P. Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.
- Q. All exhibits attached to this License are incorporated by reference as if fully set forth in this License.

IN WITNESS WHEREOF, the Parties have executed this License as of the last date of execution set forth below:

Licensor: Illinois Railway, LLC	Licensee: City of Yorkville
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

☐

Check the box if this is a **RUSH** application. Add \$1,500 USD (\$1,903 CAD) in addition to the application fee listed below.

PIPELINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Proposed plans must be approved by the railroad and a crossing agreement must be fully executed between the railroad and the applicant before construction can begin. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirements of the railroad. One original of this form shall be submitted, accompanied by letter- sized Engineer Stamped Plans, elevation section of crossing from field survey, location in respect to Mile Post, width of railroad right of way, location of adjacent structures that may impede the crossing, and all information required in Figures 1 and 2 of AREMA Specifications, Part 5. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall be shown.

Provide location (i.e. address, city, street, railroad milepost) and engineer stamped plans of the proposed leased premises with dimensions, coordinates and directions. Also depict any planned improvements on the leased premises with dimensions from nearest track (may incur additional costs or agreements for above ground occupancy). In addition, annual fees will be assessed pursuant to a written lease agreement. Please return the completed application, proposed plans indicating the location of the pipe, and a check for the non-refundable fee of **\$6,000 USD (\$7,611 CAD)**.

Make check(s) payable to:

OmniTRAX Inc.
C/O AR Real Estate Department
252 Clayton Street, 4th Floor
Denver, CO 80206

If the application is approved, the applicant agrees to reimburse property owner for any cost incurred by property owner incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation as provided in the agreement to be executed.

Incomplete applications may result in processing delays. Applications submitted without the required fees will not be processed.

Please note, if the submitted application and prints require review by any independent environmental (HAZMAT) or other outside consultants, this review will be at applicant's sole cost and in addition to the aforementioned fees.

Canadian residents/businesses, this fee is a taxable supply, please include applicable GST

STANDARD APPLICATION PROCESS IS 60 DAYS. REQUESTS FOR RUSH SERVICE: Once a **COMPLETE** application and required fees are received, including the rush fee of **\$1,500 USD (\$1,903 CAD)**, a draft agreement will be made available for review within twenty one (21) business days. Please be sure to mark the box above.

Once an executable agreement is submitted to you, the license must be fully negotiated and executed within thirty (30) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: **AMN**



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

If you have not reviewed the Railroad's Utility Accommodation Policy, please contact our Real Estate office at omnitrax.real.estate@omnitrax.com or 303.398.0441 to receive a copy prior to submittal of this application

SECTION 1:

1. Complete Legal Name of Applicant: Engineering Enterprises Inc.
2. Agreement to be in the name of (if different from above): United City of Yorkville
3. Type of Entity (please mark one): Corporation ☐ LLC ☐ Individual ☒ Municipality ☐
Partnership ☐ General ☐ Limited ☐ Other ☐
4. If applicable, state/province of incorporation or organization: The United City of Yorkville
5. Federal Tax Identification number (U.S. Leases): _____
6. Mailing Address: 651 Prairie Pointe Dr, Yorkville, IL 60560
7. Overnight Delivery Service Address (if different): _____
8. Contact Person: Adam Noon Title: Project Engineer
9. Phone No.: (630) 770-9915 Fax No.: (630) 466-6701
10. Email: anoon@eeiweb.com
11. Email Address Where Notices Can be Sent to: anoon@eeiweb.com
12. **Billing Contact Name, Phone Number, and Address Required:**
Adam Noon 630-770-9915
52 Wheeler Rd, Sugar Grove, IL 60554
13. Railroad Name: Illinois Railway
Nearest Milepost: IR:50 DOT No.: 065030K
Track Station (from): _____ Track Station (to): _____
Property Address REQUIRED:
110 W. Hydraulic Ave, Yorkville, IL 60560
Section: 32 Township: 37 Range: 7
City: Yorkville County: Kendall State: IL
Geographical Coordinates Required
Latitude: 41.642309 Longitude: -88.447665
Located on the (N/S/E/W) W side of (landmark, intersection)
W. Hydraulic Ave. and Rt. 47

SECTION 2:

All specifications meet or exceed Railroad's Utility Accommodation Policy **INITIAL HERE:** _____

OR Variance requested – PLEASE DESCRIBE IN DETAIL (attach separate sheet if necessary):

See attached variance letter.

- Temporary track support or rewinding required? () Yes (✓) No If yes, please describe: _____



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

- Wires, poles, obstructions to be relocated? () Yes (✓) No If yes, please describe _____
- Product to be conveyed: Water
- Flammable? () Yes (✓) No Temp _____
- Max. Working Pressure: 70 PSI. Field Test Pressure: 150 PSI.
Type test: 2 Hour 150psi Pressure Test as described in Section 41-2.14 of the Standard Specifications for Water and Sewer Construction in Illinois
- Location of shut-off valve: 125 W. Hydraulic Ave and 116 W. Hydraulic Ave.
- **PIPE SPECIFICATIONS:** ANSI/AWWA A21.51/C151, ANSI/AWWA A21.4/C104

	CARRIER PIPE	CASING PIPE
Material	Ductile Iron	Steel
Material Specifications and Grade	ANSI/AWWA A21.51/C151 Class 52	ASTM A139 (ANSI B36.10); Grade B
Min. Yield Strength of Mat. PSI	42,000	35,000
Mill Test Pressure PSI	500	2,800
Inside Diameter	8 in.	15.25 in.
Wall Thickness	0.33 in.	0.219 in.
Outside Diameter	9.05 in.	16 in.
Type of Seam		
Laying Lengths	20 ft.	20 ft.
Kind of Joints	Mechanical	Welded
Total Length within RR R/O/W	66 ft.	66 ft.

VENTS: # 0 Size _____ Ht. above ground _____

SEALS: Both ends X One end _____ BURY: Base of rail to top of casing 5.5 ft. 0 in.

BURY (Not beneath tracks): 5.5 ft. 0 in. BURY (Roadway pipe): 5.5 ft. 0 in.

CATHODIC PROTECTION: (✓) Yes () No

PROTECTIVE COATING: (✓) Yes () No Kind: Bituminous

Type, size, and spacing of insulators or supports: 2.5", Cascade Stainless Steel Casing Spacers, Every 10'

- Method of Installation: Dry Jacking and Boring



**APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT
UNDER/OVER PROPERTIES AND TRACKS**

Telephone (303) 398-4588, Fax (866) 524 - 4141

By submitting this application for credit, you authorize OmniTRAX or affiliate, to make any inquiries necessary to determine credit worthiness. You release your banking instruction release details that would assist to determine creditworthiness.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for any NSF/Non-Sufficient Checks.

Date: 11/26/24

Signature: Adam Noon
Signer ID: GWZFESBY13

Name Printed: Adam Noon

Title: Project Engineer

Phone No.: 630-770-9915

Fax No: 630-466-6701

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS
RAILROAD PERMIT SUBMITTAL: OCTOBER 2024
BID ISSUE: XXXXX 2024
CONSTRUCTION ISSUE: XXXXX 2024

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



UNITED CITY OF YORKVILLE
651 PRAIRIE POINTE DRIVE
YORKVILLE, IL 60580
630-553-4350



Engineering Enterprises, Inc.
Consulting Engineers
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeweb.com
PROFESSIONAL DESIGN FIRM # 184-002803

2.	COVER SHEET	16.	SOUTH MAIN STREET PLAN AND PROFILE STA 94+50 TO STA 94+60
3.	GENERAL NOTES AND CONSTRUCTION SPECIFICATIONS GENERAL NOTES AND UTILITIES AND LICENSED	17.	SOUTH MAIN STREET PLAN AND PROFILE STA 94+60 TO STA 103+50
4.	OVERALL PLAN	18.	SOUTH MAIN STREET PLAN AND PROFILE STA 103+50 TO STA 109+00
5.	OVERALL PLAN	19.	SOUTH MAIN STREET PLAN AND PROFILE STA 109+00 TO STA 123+50
6.	MORGAN STREET PLAN AND PROFILE STA 14+50 TO STA 14+50	20.	SOUTH MAIN STREET PLAN AND PROFILE STA 123+50 TO STA 124+00
7.	MORGAN STREET PLAN AND PROFILE STA 14+50 TO STA 14+50	21.	WABASH STREET PLAN AND PROFILE STA 124+00 TO STA 124+00
8.	MORGAN STREET PLAN AND PROFILE STA 19+00 TO STA 23+50	22.	WASHINGTON STREET PLAN AND PROFILE STA 130+00 TO STA 130+00
9.	MORGAN STREET PLAN AND PROFILE STA 23+50 TO STA 29+00	23.	WASHINGTON STREET PLAN AND PROFILE STA 130+00 TO STA 131+50
10.	MADISON STREET PLAN AND PROFILE STA 34+50 TO STA 34+50	24.	WASHINGTON STREET PLAN AND PROFILE STA 131+50 TO STA 141+50
11.	MADISON STREET PLAN AND PROFILE STA 39+00 TO STA 44+00	25.	WEST AILEY STREET PLAN AND PROFILE STA 145+00 TO STA 148+00
12.	MADISON COURT PLAN AND PROFILE STA 50+00 TO STA 50+50	26.	OTTIE'S PLAN AND PROFILE STA 148+00 TO STA 151+00
13.	VAN HANON STREET PLAN AND PROFILE STA 60+00 TO STA 60+00	27.	OTTIE'S PLAN AND PROFILE STA 151+00 TO STA 171+50
14.	VAN HANON STREET PLAN AND PROFILE STA 64+00 TO STA 67+00	31-33.	TYPICAL DETAILS
15.	ADAMS STREET PLAN AND PROFILE STA 72+00 TO STA 72+00		
16.	STATE STREET PLAN AND PROFILE STA 80+00 TO STA 80+00		
17.	SOUTH MAIN STREET PLAN AND PROFILE STA 90+00 TO STA 94+50		

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

DATED AT SUGAR GROVE, ILLINOIS,

THIS _____ DAY OF _____, 2024.

KYLE D. WELTE, P.E.
ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 062-084662
EXPIRATION DATE: 11/30/25

REVISIONS



ARROW FLANGE BOLT ON HYDRANT AT THE NORTHWEST
CORNER OF WASHINGTON ST AND STATE ST.
ELEVATION = 649.36

WEST FLANGE BOLT ON HYDRANT AT NORTHWEST
CORNER OF HYDRAULIC AVE AND MORGAN ST.
ELEVATION = 593.85

NORTHEAST FLANGE BOLT ON HYDRANT AT NORTHEAST
CORNER OF HYDRAULIC ST AND ADAMS ST.
ELEVATION = 588.95

AWWA C900-16 SECTION 4.11: DISINFECTION PROCEDURES WHEN CUTTING INTO OR REPAIRING EXISTING MAINS

4.11.1 GENERAL

THE PLUMBER, UNLAPSED, OR OTHERWISE REPAIR OF A WATER MAIN OR APPURTENANCES (E.G., VALVES) IS THE SENSITIVE-AN IMPORTANT GOAL IS TO MINIMIZE THE DISRUPTION OF WATER SERVICE TO CUSTOMERS. HOWEVER, THE REPAIR WORK NEEDS TO BE ACCOMPLISHED USING SANITARY AND SAFE PROCEDURES BY WELL-TRAINED PERSONNEL WITH PROPER SUPERVISION AND GUIDANCE. AFTER TO PREVENTIVE AND CORRECTIVE MEASURES DESCRIBED PREVIOUSLY IN SECS. 4.8.2, 4.8.4, 4.8.6, AND 4.8.8, FOLLOW ALL PERSONAL PROTECTION PRECAUTIONS WHEN WORKING WITH CHLORINE SOLUTIONS.

4.11.2 BASIC DISINFECTION

WORK SHOULD FOLLOW BASIC DISINFECTION AND CONTAMINATION PREVENTION PROCEDURES:

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

4.11.3 SELECTION OF DISINFECTION PROCEDURE

THE DISINFECTION PROCEDURE SELECTED SHOULD BE DETERMINED BY THE CONDITIONS AND SEVERITY OF THE MAIN BREAK. MANY LEAKS OR BREAKS CAN BE REPAIRED UNDER CONTROLLED CONDITIONS WITHOUT DISRUPTING THE WATER MAIN, SUCH AS WHEN APPLYING A CLAMP TO A SMALL CRACK OR HOLE. THIS PREVENTS CONTAMINANTS FROM ENTERING THE WATER SYSTEM. IN MOST OTHER SITUATIONS, THE WATER MAIN CAN BE MAINTAINED PRESSURIZED UNTIL THE BREAK SITE IS SECURED AND THE PIPE IS FULLY EXPOSED. SOME CIRCUMSTANCES (E.G., SEVERE EXPOSURE OF THE LOCAL ENVIRONMENT OR ONE OF THE HIGHWAYS THAT IMPACT PUBLIC SAFETY) MAY REQUIRE THAT WATER PRESSURE BE SUBSTANTIALLY REDUCED PRIOR TO EXPOSING THE PIPE IN THE AREA OF THE LEAK. IN SOME CASES, SITUATIONS BECOMING CATASTROPHIC (E.G., THERE IS A PIPE BLOCKAGE AND A LOSS OF WATER PRESSURE, PRIOR TO NEW INSTALLATION, THE PROCEDURES DESCRIBED IN SEC. 4.11.3.1 THROUGH 4.11.3.3 DESCRIBE THE CONTAMINATION RISKS AND THE ASSOCIATED DISINFECTION AND SANITARY REQUIREMENTS FOR DIFFERENT SCENARIOS OF PIPE REPAIR. SITUATION SITUATIONS NOT COVERED BELOW NEED TO BE EVALUATED AND THE APPROPRIATE DISINFECTION AND SAMPLING METHODS FOLLOWED.

NOTE THAT THE PROCEDURES EXPLAINED IN SECS. 4.11.3.1, 4.11.3.2, AND 4.11.3.3 FOR DISTRIBUTION MAINS MAY NEED TO BE MODIFIED FOR LARGER TRANSMISSION MAINS. LARGER MAINS MAY NEED ADDITIONAL WORK (SUCH AS HAVING A VALVE RELEASED OR POSITIONING A SPECIAL ORDER ON A CONNECTION) MAY BE OUT OF SERVICE FOR LONGER THAN A DAY, OR MAY NOT BE ABLE TO ACCOMMODATE A SLOW FLUSH. THESE MODIFICATIONS NEED TO BE MADE ON A CASE-BY-CASE BASIS BUT SHOULD FOLLOW THE INFO ACCORDING THE PROCEDURES OUTLINED IN AWWA/CMAA C900.

4.11.3.1

CONTROLLED PIPE REPAIR WITHOUT DEPRESSURIZATION. IN THIS SITUATION, ACTIVITIES ARE WELL-CONTROLLED AND A FULL DISINFECTION IS NOT NEEDED. THIS SITUATION MAINTAINS POSITIVE PRESSURE TO THE AREA OF SHUTDOWN AND AROUND THE BREAK SITE AT ALL TIMES. THE REPAIR SITE IS EXPOSED AS THE TRENCH IS ADEQUATELY DEWATERED SO THAT THE REPAIR SITE CAN BE CLEANED AND DISINFECTED BY SPRAYING OR SPRINKLING WITH A MINIMUM 1 PERCENT CHLORINE SOLUTION. THE WATER MAIN IS THEN RETURNED TO SERVICE WITH FLUSHING TO OBTAIN THREE VOLUMES OF WATER TURNOVER, MAKING SURE THAT THE FLUSHED WATER IS VISUALLY CLEAR. IT IS ADVISABLE TO CHECK FOR A TYPICAL SYSTEM CHLORINE RESIDUAL, AND IF NOT FOUND, TO CONTINUE FLUSHING UNTIL RESIDUALS ARE RESTORED TO LEVELS MAINTAINED IN THE DISTRIBUTION SYSTEM BY THE WATER UTILITY OR THE SYSTEM OPERATES WITH A DISINFECTANT RESIDUAL.

4.11.3.2

CONTROLLED PIPE REPAIR WITH DEPRESSURIZATION AFTER SHUTDOWN. IN THIS SITUATION, AFTER THE REPAIR SITE HAS BEEN EXPOSED AND SECURED FROM TRENCH GAS/STEAM CONTAMINATION, THE WATER MAIN IS DEPRESSURIZED BY A SHUTDOWN TO COMPLETE THE REPAIR. THE REPAIR SITE SHOULD BE CLEANED AND DISINFECTED BY SPRAYING OR SPRINKLING WITH A MINIMUM 1 PERCENT CHLORINE SOLUTION. THE WATER MAIN IS THEN RETURNED TO SERVICE WITH FLUSHING TO OBTAIN THREE VOLUMES OF WATER TURNOVER, MAKING SURE THAT THE FLUSHED WATER IS VISUALLY CLEAR. IT IS ADVISABLE TO CHECK FOR A TYPICAL SYSTEM CHLORINE RESIDUAL, AND IF NOT FOUND, TO CONTINUE FLUSHING UNTIL RESIDUALS ARE RESTORED TO LEVELS MAINTAINED IN THE DISTRIBUTION SYSTEM BY THE WATER UTILITY OR THE SYSTEM OPERATES WITH A DISINFECTANT RESIDUAL.

AWWA C900-16 SECTION 4.11: DISINFECTION PROCEDURES WHEN CUTTING INTO OR REPAIRING EXISTING MAINS (CONTINUED)

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

4.11.3.3

UNCONTROLLED PIPE BREAK WITH A LIKELIHOOD OF WATER CONTAMINATION OR LOSS OF SANITARY CONDITIONS DURING REPAIR. IN SITUATIONS IN WHICH THE EXISTING MAIN TO BE REPAIRED COULD NOT BE PROTECTED AND MOST FREE OF CONTAMINATION AND THERE ARE GRAVING SITES OF CONTAMINATION (E.G., MUDDY TRENCH WATER FLOWING INTO THE EXISTING MAIN AND A LEAKING SERVICE PIPE IN THE TRENCH OR DAMAGING PIPE FAILURE WHERE PIPE IS OPEN AND THERE IS A LIKELIHOOD THAT CONTAMINATION HAS DRIVEN INTO THE EXISTING SYSTEM) OR WHEN A CONTROLLED REPAIR SITUATION TURNING INTO A SITUATION IN WHICH THE INTERNAL PIPE AND WATER HAVE BECOME CONTAMINATED, THE PROCEDURES OUTLINED IN SECS. 4.11.3.1, 4.11.3.2, OR 4.11.3.3 SHOULD BE FOLLOWED. WHERE PRACTICAL, THE METHOD SHOULD CHLORINE DOSE OF 20-300 MG/L. HOWEVER, SUCH LEVELS MAY PRESENT GREATER RISKS IF THE LINE IS DEWATERED. CANNOT BE RELIABLE RELIABLE OF MUST OBTAIN EVIDENCE OF CUSTOMERS TO HIGH CONCENTRATIONS OF CHLORINE CANNOT BE CONTROLLED. THREE CHLORINE RESIDUALS OF 0.4 MG/L BASED ON MINIMUM ALLOWABLE RESIDUALS BY FEDERAL DRINKING WATER REGULATIONS. THEREFORE THIS LEVEL IS SUGGESTED AS A MINIMUM TO BE MAINTAINED FOR AT LEAST 16 HOURS IN ADDITION TO FLUSHING, CUSTOMER SAMPLING AND ASSOCIATED CUSTOMER EDUCATION. SUCH SITUATIONS REQUIRE CAREFUL REVIEW AND NEED TO RELAY THE PUBLIC HEALTH RISKS OF THE PIPELINE FAILURE AS WELL AS THE REPAIR PROCESS.

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

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

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

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

4.11.4 TEMPORARY SERVICE LINES

TEMPORARY WATER SERVICE LINES TO CUSTOMERS DURING MAIN REPAIR ACTIVITIES SHALL BE DISINFECTED PRIOR TO USE. MATERIALS SHALL MEET THE NEW/OLD AND CERTIFICATION FOR POTABLE WATER USE. DISINFECTION SHOULD BE ACCOMPLISHED BY THE PROCEDURES IN SEC. 4.4 OR AS FOLLOWS BY SLOW FLUSHING UNTIL 3.0 FT/SEC (0.91 M/SEC) OR GREATER FOR A MINIMUM OF THREE PIPE VOLUMES (SEE TABLE 2), OR UNTIL THE WATER MAIN VISUALLY CLEAR AND PROBABLY A MEASURABLE CHLORINE RESIDUAL IS RESTORED.

SUMMARY OF QUANTITIES

ITEM	UNIT	QUANTITY
1. TRENCH EXCAVATION	EA	1
2. TRENCH EXCAVATION	EA	1
3. TRENCH EXCAVATION	EA	1
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100. TRENCH EXCAVATION	EA	1

LEGEND

EXISTING	DESCRIPTION	PROPOSED
1	SANITARY SEWER OVERHEAD	1
2	SANITARY SEWER UNDERGROUND	2
3	WATER MAIN	3
4	WATER SERVICE LINE	4
5	SEWER SERVICE LINE	5
6	SEWER	6
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2025 WATER MAIN REPLACEMENT

GENERAL NOTES AND CONSTRUCTION SPECIFICATIONS SUMMARY OF QUANTITIES

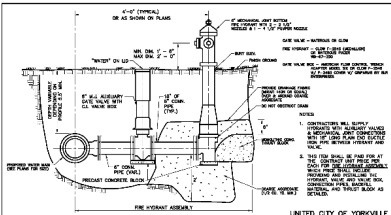
DATE: OCTOBER 2024
PROJECT NO.: Y02427
FILE: Y02427-01
SHEET: 3 OF 33

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
50 WEST 10TH AVE. SUITE 200
KENDALL COUNTY, ILLINOIS 60141
TEL: 618-266-7000 FAX: 618-266-7001
WWW.EEINC.COM

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS
851 PRAIRIE POINT DRIVE

DATE: 10/24/2024
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CHECKED BY: [Signature]
APPROVED BY: [Signature]

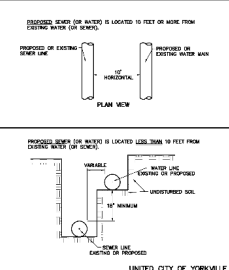
Agreement No. 410370



UNITED CITY OF YORKVILLE

RISER HYDRANT ASSEMBLY INSTALLATION

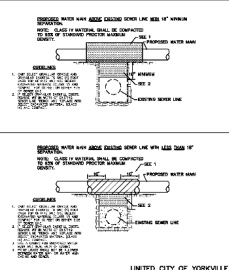
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UNITED CITY OF YORKVILLE

WATER & SEWER SEPARATION REQUIREMENTS HORIZONTAL

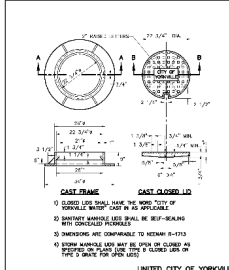
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UNITED CITY OF YORKVILLE

WATER & SEWER SEPARATION REQUIREMENTS VERTICAL

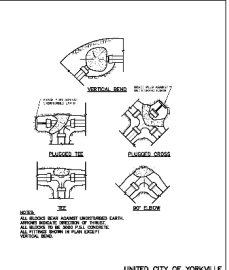
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UNITED CITY OF YORKVILLE

TYPE 1 MANHOLE FRAME & COVER


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SCALE: AS SHOWN



UNITED CITY OF YORKVILLE

TYPICAL THRUST BLOCK INSTALLATION

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SCALE: AS SHOWN



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
1100 N. 1st St.
St. Joseph, MO 64506
816.234.5500 / www.eeinc.com

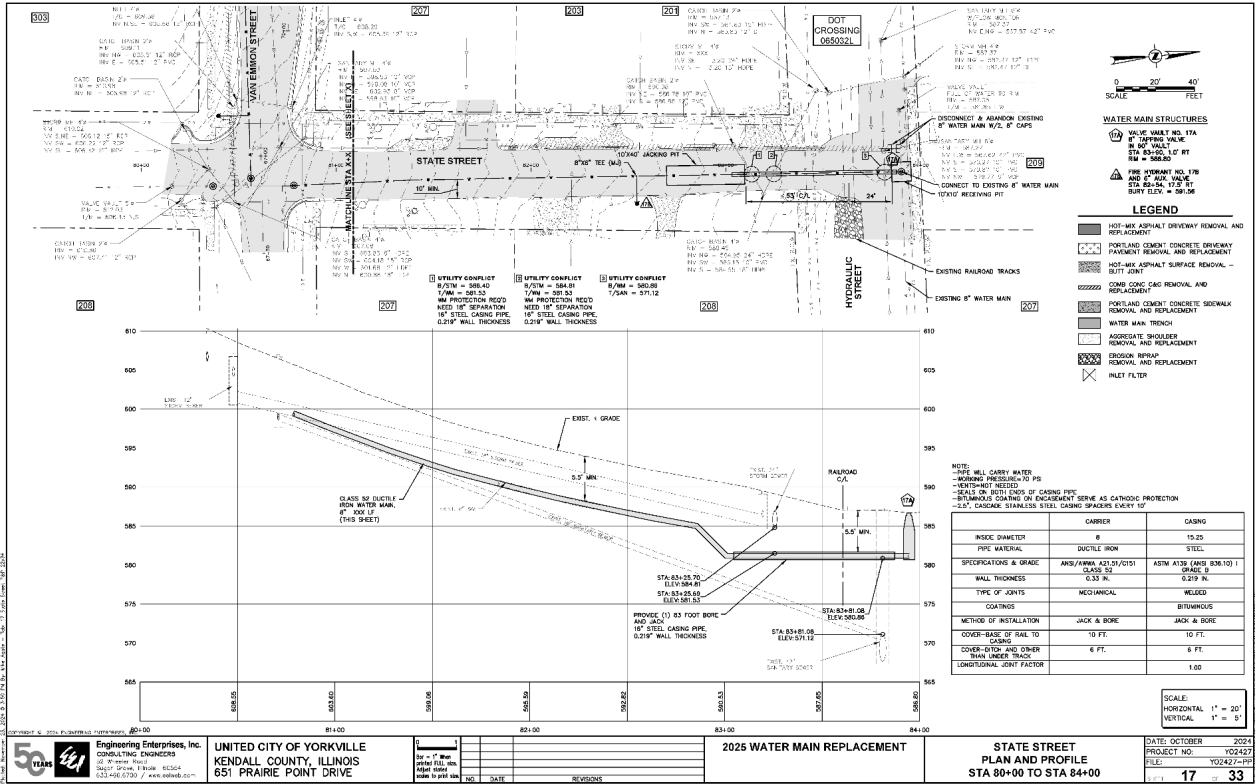
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS
651 PRAIRIE POINT DRIVE

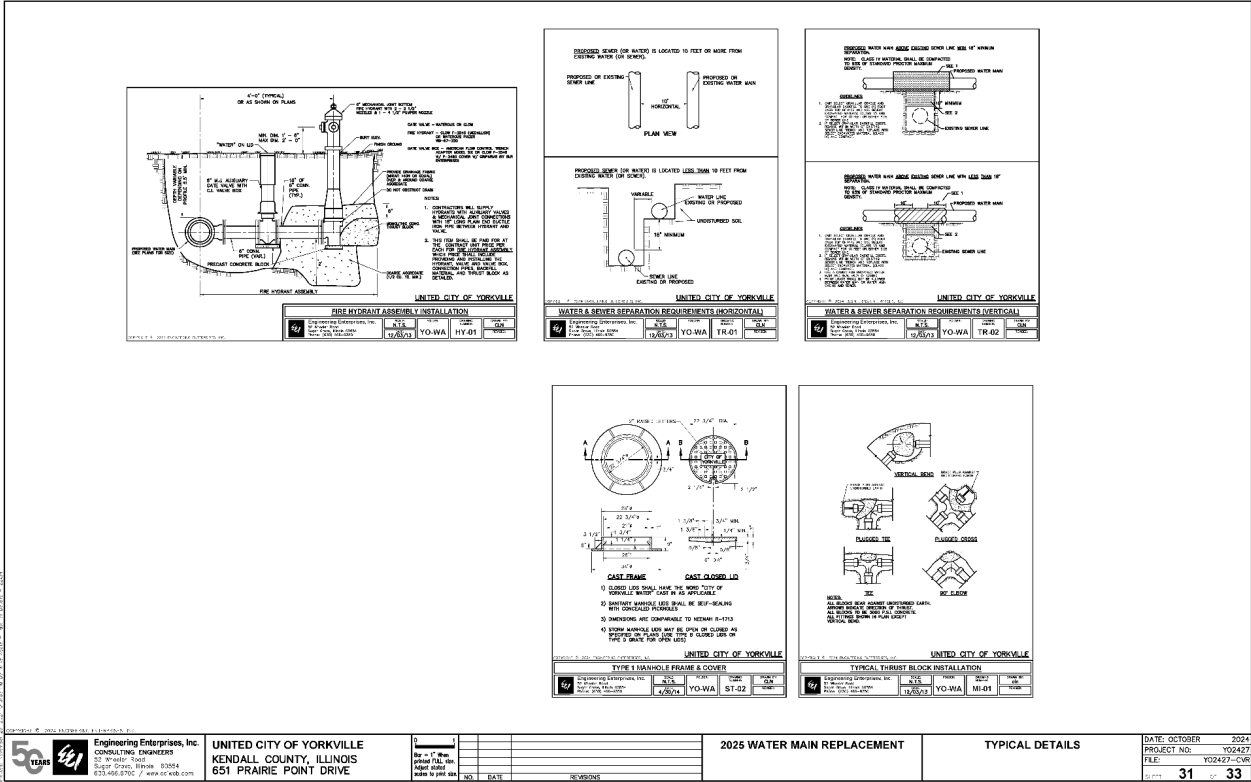
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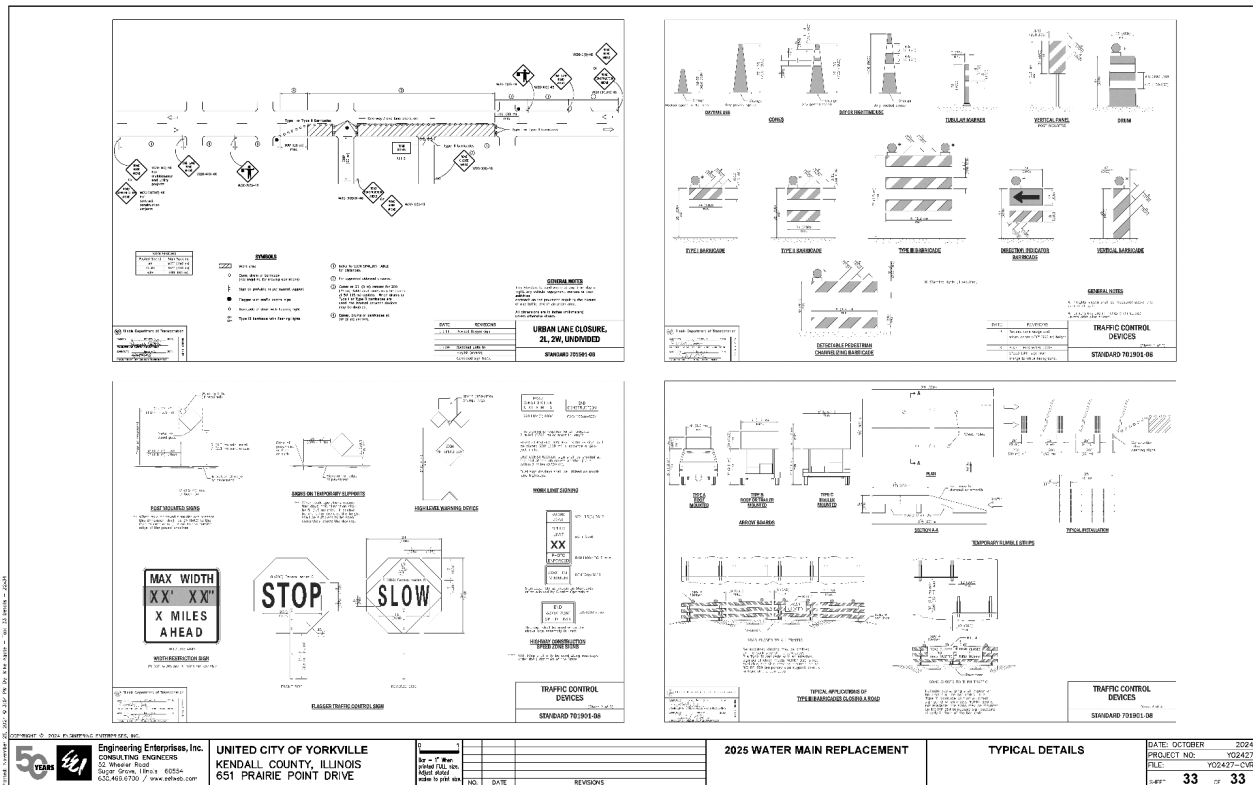
2025 WATER MAIN REPLACEMENT

TYPICAL DETAILS

DATE: OCTOBER 2024
PROJECT NO: Y02427
FILE: Y02427-CAD
31 33







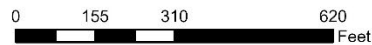


THE ILLINOIS RAILWAY, LLC



- Legend**
- ◆ MILE POST
 - IR TRACK
 - - - INDUSTRY OWNED
 - IR TRACKAGE RIGHTS
 - PIPELINE CROSSING
 - IR ROW

GRID COORDINATES
Longitude: -88.44767
Latitude: 41.64229
Yorkville • Kendall Co • IL



PIPE LINE CROSSING LICENSE NUMBER 410370

Customer: UNITED CITY OF YORKVILLE	
Checked By: CJ	Drawn By: LBT
Date: 1/3/2025	Exhibit: B

EXHIBIT B



Reviewed By:	
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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

Consent Agenda #5

Tracking Number

ADM 2025-24

Agenda Item Summary Memo

Title: Treasurer's Reports for May and June 2025

Meeting and Date: City Council – July 22, 2025

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM – 7/16/25 Action Taken: Moved forward to CC Consent agenda.

Item Number: ADM 2025-24

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:



UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ended May 31, 2025

Cash Basis

	May Revenues	YTD Revenues	Revenue Budget	% of Budget	May Expenses	YTD Expenses	Expense Budget	% of Budget
General Fund								
01 - General	\$ 2,082,332	\$ 2,082,332	\$ 25,738,613	8%	\$ 1,441,196	\$ 1,441,196	\$ 25,738,613	6%
Special Revenue Funds								
15 - Motor Fuel Tax	79,829	79,829	1,125,830	7%	-	-	1,475,000	0%
79 - Parks and Recreation	489,166	489,166	4,042,732	12%	301,820	301,820	4,329,254	7%
87 - Countryside TIF	12,254	12,254	249,100	5%	39,927	39,927	378,957	11%
88 - Downtown TIF	36,124	36,124	396,672	9%	1,022	1,022	88,822	1%
89 - Downtown TIF II	23,186	23,186	296,932	8%	-	-	187,020	0%
11 - Fox Hill SSA	1,072	1,072	24,000	4%	-	-	65,640	0%
12 - Sunflower SSA	177	177	22,000	1%	2,710	2,710	43,640	6%
Capital Project Funds								
25 - Vehicle & Equipment	61,706	61,706	607,916	10%	65,646	65,646	1,251,952	5%
23 - City-Wide Capital	372,966	372,966	7,660,678	5%	51,175	51,175	10,991,669	0%
24 - Buildings & Grounds	81,646	81,646	3,731,995	2%	24,695	24,695	31,827,532	0%
Enterprise Funds								
* 51 - Water	274,493	274,493	104,600,040	0%	209,445	209,445	110,611,404	0%
* 52 - Sewer	114,735	114,735	4,508,341	3%	64,829	64,829	7,283,833	1%
Library Funds								
82 - Library Operations	78,956	78,956	1,187,771	7%	55,819	55,819	1,335,485	4%
84 - Library Capital	17,384	17,384	50,750	34%	-	-	128,000	0%
Total Funds	\$ 3,726,024	\$ 3,726,024	\$ 154,243,370	2%	\$ 2,258,283	\$ 2,258,283	\$ 195,736,821	1%

* Fund Balance Equivalency

As Treasurer of the United City of Yorkville, I hereby attest, to the best of my knowledge, that the information contained in this Treasurer's Report is accurate as of the date detailed herein. Further information is available in the Finance Department.

Rob Fredrickson, Finance Director/Treasurer



UNITED CITY OF YORKVILLE
TREASURER'S REPORT - for the month ended June 30, 2025

Cash Basis

	June Revenues	YTD Revenues	Revenue Budget	% of Budget	June Expenses	YTD Expenses	Expense Budget	% of Budget
General Fund								
01 - General	\$ 3,845,791	\$ 5,928,122	\$ 25,738,613	23%	\$ 2,200,481	\$ 3,641,677	\$ 25,738,613	14%
Special Revenue Funds								
15 - Motor Fuel Tax	80,279	160,108	1,125,830	14%	-	-	1,475,000	0%
79 - Parks and Recreation	384,597	873,764	4,042,732	22%	298,818	600,639	4,329,254	14%
87 - Countryside TIF	37,745	50,000	249,100	20%	1,022	40,948	378,957	11%
88 - Downtown TIF	166,462	202,585	396,672	51%	1,022	2,043	88,822	2%
89 - Downtown TIF II	124,088	147,274	296,932	50%	-	-	187,020	0%
11 - Fox Hill SSA	11,526	12,598	24,000	52%	1,270	1,270	65,640	2%
12 - Sunflower SSA	10,823	11,000	22,000	50%	1,200	3,910	43,640	9%
Capital Project Funds								
25 - Vehicle & Equipment	28,353	90,059	607,916	15%	11,939	77,585	1,251,952	6%
23 - City-Wide Capital	385,004	757,969	7,660,678	10%	564,827	616,002	10,991,669	6%
24 - Buildings & Grounds	31,950	113,596	3,731,995	3%	1,518,423	1,543,118	31,827,532	5%
Enterprise Funds								
* 51 - Water	2,354,476	2,628,969	104,600,040	3%	2,104,957	2,314,401	110,611,404	2%
* 52 - Sewer	839,274	954,009	4,508,341	21%	541,986	606,815	7,283,833	8%
Library Funds								
82 - Library Operations	498,899	578,086	1,187,771	49%	79,038	134,856	1,335,485	10%
84 - Library Capital	8,357	25,741	50,750	51%	-	-	128,000	0%
Total Funds	\$ 8,807,624	\$ 12,533,878	\$ 154,243,370	8%	\$ 7,324,982	\$ 9,583,265	\$ 195,736,821	5%

* Fund Balance Equivalency

As Treasurer of the United City of Yorkville, I hereby attest, to the best of my knowledge, that the information contained in this Treasurer's Report is accurate as of the date detailed herein. Further information is available in the Finance Department.

Rob Fredrickson, Finance Director/Treasurer



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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2025-54

Agenda Item Summary Memo

Title: Appointment of Freedom of Information Officer – John Burner

Meeting and Date: City Council – July 22, 2025

Synopsis: Appointment of the City's Administrative Intern, John Burner, as a FOIA Officer.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
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 2025-55

Agenda Item Summary Memo

Title: Illinois Environmental Protection Agency (IEPA) Authorizing Resolution

Meeting and Date: City Council – July 22, 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: July 17, 2025
Subject: IEPA Authorizing Resolution

Summary

Approval of a resolution authorizing the City's Finance Director to sign all loan application forms and associated documentation required for participation in the Illinois Environmental Protection Agency's (IEPA) Public Water Supply Loan Program. This includes both current and future IEPA loans, loans issued through the State Revolving Fund, and any other financing agreements necessary to support improvements to the City's public water infrastructure.

Background

City staff is in the final stages of securing two low-interest loans through the Illinois Environmental Protection Agency (IEPA) Public Water Supply Loan Program. These loans, totaling \$23,896,668, carry a highly favorable interest rate of 1.87% over a 30-year term and will support key infrastructure projects aligned with Yorkville's long-term strategy to transition its municipal water supply from local aquifers to Lake Michigan, in partnership with the DuPage Water Commission (DWC). The approved loans will finance the following projects:

2025 Water Main Replacement Program – Approved for \$5,267,284, this project marks the third consecutive year of the City's ongoing effort to replace aging water mains throughout the distribution system. The primary objective is to reduce system-wide water loss to below 10%, which is a threshold established by the Illinois Department of Natural Resources (IDNR) that must be met before the City can begin drawing water from Lake Michigan.

North Receiving Station and Northwest Elevated Water Storage Tank – With a loan amount of \$18,629,384, this project will establish the infrastructure necessary to receive Lake Michigan water from the DWC and provide for its consistent and reliable distribution throughout the City's water system. In addition, the elevated storage tank will supply essential operational storage capacity and help the City meet the minimum system storage requirements set by the DWC.

In addition to these two loans, the City was recently notified that it has been awarded a third IEPA loan to finance the 2026 Water Main Replacement Program. This loan totals \$5,390,000, carries a competitive 2.16% interest rate over 30 years, and is anticipated to receive final approval and execution by June 2026. This additional funding will allow the City to continue its multi-year strategy of systematically improving its water infrastructure in preparation for the Lake Michigan waters sourcing transition.

To promote operational efficiency and streamline the administration of these loan agreements—including the processing of reimbursement requests for eligible project expenses—the attached resolution designates the City's Finance Director as the authorized signatory for all documents related to current and future IEPA loans. However, please note that the authority to incur IEPA loan financing, or any other form of debt, remains solely with the City Council. The two current IEPA loans were originally authorized by the City Council via ordinance in November 2023, and subsequently reauthorized at higher amounts in March and April 2025 to reflect updated cost estimates. The 2026 IEPA loan will be presented to the City Council for formal authorization later this fall.

Recommendation

Staff recommends approval of the attached resolution.

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AUTHORIZING A REPRESENTATIVE TO SIGN LOAN APPLICATIONS AND DOCUMENTS PERTAINING TO THE PUBLIC WATER SUPPLY LOAN PROGRAM

WHEREAS, application documentation for loans for the Public Water Supply Loan Program and the loans for the City’s improvements to its Public Water Supply System require that the Mayor and the City Council of the United City of Yorkville (the “City”) to authorize a representative to sign the application forms and all supporting documentation required for the IEPA Loan #L17-6788, the IEPA Loan #L17-6789 and all other loans being made in connection with improvements to the City’s Public Water System, including loans from the State Revolving Loan Fund, all as hereinafter provided.

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

Section 1. That Rob Fredrickson, Finance Director of the United City of Yorkville, is hereby authorized to sign all loan application forms and all other documents pertaining to the Public Water Supply Loan Program including current and future IEPA Loans, loans from the State Revolving Loan Fund and all other loans required to make improvements to the City’s Public Water System.

Section 2. *Effective Date.* This Resolution shall be in full force and effect forthwith upon its adoption.

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



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 #3

Tracking Number

CC 2025-56

Agenda Item Summary Memo

Title: Yorkville Public Library Annual Reports

Meeting and Date: City Council – July 22, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Shelley Augustine Library
Name Department

Agenda Item Notes:



To: Yorkville City Council
From: Shelley Augustine – Library Director
Date: July 16, 2025
Subject: YPL Annual Reports

I am pleased to share with you the FY25 Illinois Public Library Annual Report (IPLAR) and the FY25 Annual Report for the Yorkville Public Library.

The IPLAR is a report that all Illinois public libraries must submit annually to the Illinois State Library. This report is used to collect statistical data about public libraries, including information on collections, expenditures, and salaries.

The Yorkville Public Library's annual report outlines our 5-year strategic plan, key achievements, usage statistics, financial overview, and ongoing efforts to serve the community through accessible, inclusive, and innovative library services.

Highlights from this year's report include record setting statistics in:

- Library Visits: : 90,339 visitors to the library with over 113,624 items circulated.
- Programs & Outreach: The Library delivered 1,376 programs serving 27,246 attendees, including youth literacy initiatives, ELL (English language learning) programs, workforce development workshops, and community partnerships. This is a **194.65% increase** in the number of programs and a **269.34% increase** in attendance since FY22.

We remain committed to supporting lifelong learning, civic engagement, and equitable access to information for all residents.

Thank you for your continued support of the Yorkville Public Library and the services and valuable resources we provide for the community.

IPLAR

IDENTIFICATION (1.1 - 1.31)

This section is information about the administrative entity. "Administrative Entity" is defined as the agency that is legally established under local or state law to provide public library service to the population of a local jurisdiction. The administrative entity may have a single outlet or it may have more than one outlet (an outlet is a location, whether a central library, branch or bookmobile). The majority of the information in this section is pre-filled. If information needs to be updated, enter the corrected information in the box provided on the next line of the survey.

1.1 ISL Control # [PLS 151, PLS 701]	30727
1.2 ISL Branch # [PLS 151, PLS 701]	00
1.3a FSCS ID [PLS 150, PLS 700]	IL0600
1.3b FSCS_SEQ [PLS 700]	002
1.4a Legal Name of Library [PLS 152]	Yorkville Public Library
1.4b If the library's name has changed, then enter the updated answer here.	
1.4c Was this an official name change?	
1.5a Facility Street Address [PLS 153]	902 Game Farm Road
1.5b If the facility's street address has changed, then enter the updated answer here.	
1.5c Was this a physical location change?	
1.6a Facility City [PLS 154]	Yorkville
1.6b If the facility's city has changed, then enter the updated answer here.	
1.7a Facility Zip [PLS 155]	60560
1.7b If the facility's zip code has changed, then enter the updated answer here.	
1.8a Mailing Address [PLS 157]	902 Game Farm Road
1.8b If the facility's mailing address has changed, then enter the updated answer here.	
1.9a Mailing City [PLS 158]	Yorkville
1.9b If the facility's mailing city has changed, then enter the updated answer here.	
1.10a Mailing Zip [PLS 159]	60560
1.10b If the facility's mailing zip code has changed, then enter the updated answer here.	
1.11a Library Telephone Number [PLS 162]	6305534354
1.11b If the telephone number has changed, then enter the updated answer here.	
1.12a Library FAX Number	6305530823
1.12b If the fax number has changed, then enter the updated answer here.	
1.13 Website	http://www.yorkville.lib.il.us

Library Director's Information

Please enter the full name, title and e-mail address of the library director.

1.14 Name	Shelley Augustine
1.15 Title	Library Director
1.16 Library Director's E-mail	saugustine@yorkville.lib.il.us

Library Information

Please provide the requested information about the library type.

1.17a Type of library	City
1.17b If the library type has changed, then enter the updated answer here.	
1.18 Is the main library a combined public and school library?	No
1.19 Does your library contract with another library to RECEIVE ALL your library services?	No

Contract for Services

Please provide the full legal name(s) of the library(ies) with which your library contracts for service. If you need more than one line, a new one will appear once text has been entered in the first box.

Number of contracting libraries:	

Legal name of library you contract with:	
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Administrative Information

Libraries are required by statute [75 ILCS 5/4-10(5), 75 ILCS 16/30-65(a)(2)] to provide a statement as to any extensions of library service or any changes to the limits or boundaries of library service areas. Most of the information in this section will be pre-filled. If the information is incorrect, please enter the updated information in the box provided on the next line of the survey. If your library has had a population change, you must submit official verification to the Illinois State Library.

1.21a County in which the administrative entity is located [PLSC 161]	Kendall
1.21b If the administrative entity's county has changed, then enter the updated answer here.	
1.22a Did the administrative entity's legal service area boundaries change during the past year? [PLS 205]	No
1.22b IF YES, indicate the reason for the boundary change	
1.23a Population residing in tax base (Use the latest official federal census figure) [PLS 208]	21,533
1.23b If the population residing in the tax base has had a LEGAL change, then enter the updated answer here.	
1.23c Documentation of legal population change	
1.24 If the population has changed from the prior year's answer, then indicate the reason.	
1.25a This library is currently a member of what Illinois library system?	RAILS
1.25b If the library's system has changed, then enter the updated answer here.	

Federal Public Library Criteria

According to the Institute of Museum and Library Services' Public Library Survey, a public library is an entity that is established under state enabling laws or regulations to serve a community, district, or region, and that provides at least the following:

1. An organized collection of printed or other library materials, or a combination thereof;
2. Paid staff;
3. An established schedule in which services of the staff are available to the public;
4. The facilities necessary to support such a collection, staff, and schedule; and
5. Is supported in whole or in part with public funds.

1.26 Does this library have an organized collection of printed or other library materials, or a combination thereof?	Yes
1.27 Does this library have paid staff?	Yes
1.28 Does this library have an established schedule in which services of the staff are available to the public?	Yes
1.29 Does the library have the facilities necessary to support such a collection, staff, and schedule?	Yes
1.30 Is this library supported in whole or in part with public funds?	Yes
1.31 Does this public library meet ALL the criteria of the FSCS public library definition? [PLS 203]	Yes

SERVICE OUTLETS (2.1 - 2.16)

This section gathers information about the service outlets (centrals, branches, bookmobiles) of your library. Locations can only be added to this survey by State Library staff. If you have a branch or bookmobile and do not see its name listed in question 2.3a, please contact IPLAR@ilsos.gov so that it can be added.

2.1a Total number of bookmobiles [PLS 211 & PLS 712]	0
2.1b Total number of branch libraries [PLS 210]	0
2.2a Are any of the branch libraries a combined public and school library?	
2.2b If YES, provide the name of the branch or branches in the box provided.	

Service Outlet Name

Location	2.3a Branch or Bookmobile Legal Name [PLS 702]	2.3b If the outlet's legal name has changed, then enter the updated answer here.	2.3c Was this an official name change?
YORKVILLE P.L.	YORKVILLE PUBLIC LIBRARY		

ISL Control Number

Location	2.4 ISL Control # [PLS 701]	2.5 ISL Branch # [PLS 701]
YORKVILLE P.L.	30727	3072700

Street Address

Location	2.6a Street Address [PLS 703]	2.6b If the outlet's street address has changed, then enter the updated answer here.	2.6c Was this a physical location change?
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YORKVILLE P.L.	902 GAME FARM ROAD		
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Address

Location	2.7a City [PLS 704]	2.7b If the outlet's city has changed, then enter the updated answer here.	2.8a Zip Code [PLS 705]	2.8b If the outlet's zip code has changed, then enter the updated answer here.
YORKVILLE P.L.	YORKVILLE		60560	

County & Phone

Location	2.9a County [PLS 707]	2.9b If the outlet's county has changed, then enter the updated answer here.	2.10a Telephone [PLS 708]	2.10b If the outlet's phone number has changed, then enter the updated answer here.
YORKVILLE P.L.	Kendall		6305534354	

Square Feet

Location	2.11a Square Footage of Outlet [PLS 711]	2.11b If the facility's square footage has changed, then enter the updated answer here.	2.11c Indicate the reason for the change/variance in square footage for this annual report as compared to the previous annual report.
YORKVILLE P.L.	40,000		

IDs

Hours and Attendance

Location	2.12 Total public service hours PER YEAR for this service outlet [PLS 713]	2.13 Total number of weeks, during the fiscal year, this service outlet was open for service to the public [PLS 714]	2.14 Total annual attendance/visits in the outlet
YORKVILLE P.L.	2,860	52	90,339

ANNUAL REPORT DATA (3.1 - 3.7)

Please enter the time period covered by this annual report and the name and contact information for the person preparing the report. The report period should cover the time from the end of the previous IPLAR through the end of your most current fiscal year. If your library switched to a new fiscal year during the latest period, this may mean that your report needs to cover more or less than a twelve (12) month period.

3.1 Fiscal Year Start Date (mm/dd/year) [PLS 206]	05/01/2024
3.2 Fiscal Year End Date (mm/dd/year) [PLS 207]	04/30/2025
3.3 Number of months in this fiscal year	12
3.4 Name of person preparing this annual report	Shelley Augustine
3.5 Telephone Number of Person Preparing Report	630-553-4354
3.6 FAX Number	-1 No Fax
3.7 E-Mail Address	saugustine@yorkville.lib.il.us

REFERENDA (4.1 - 4.7)

Please enter information regarding any referenda the library was involved in during the fiscal year report period. A referendum requires a question be submitted to the voters at an election held under the general election law. Examples are: bond issue, district establishment, tax increase.

4.1a Was your library involved in a referendum during the fiscal year reporting period?	No
4.1b How many referenda was your library involved in?	

Referendum 1

4.2 Referendum Type	4.3 If Other, what was the referendum type?	4.4 Referendum Date (mm/dd/year)	4.5 Passed or Failed?	4.6 Effective Date (mm/dd/year)	4.7 Referendum ballot language documentation

Referendum 2

4.2 Referendum Type	4.3 If Other, what was the referendum type?	4.4 Referendum Date (mm/dd/year)	4.5 Passed or Failed?	4.6 Effective Date (mm/dd/year)	4.7 Referendum ballot language documentation

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Referendum 3

4.2 Referendum Type	4.3 If Other, what was the referendum type?	4.4 Referendum Date (mm/dd/year)	4.5 Passed or Failed?	4.6 Effective Date (mm/dd/year)	4.7 Referendum ballot language documentation

Referendum 4

4.2 Referendum Type	4.3 If Other, what was the referendum type?	4.4 Referendum Date (mm/dd/year)	4.5 Passed or Failed?	4.6 Effective Date (mm/dd/year)	4.7 Referendum ballot language documentation

Referendum 5

4.2 Referendum Type	4.3 If Other, what was the referendum type?	4.4 Referendum Date (mm/dd/year)	4.5 Passed or Failed?	4.6 Effective Date (mm/dd/year)	4.7 Referendum ballot language documentation

CURRENT LIBRARY BOARD (5.1 - 5.13)

Please report the number of board seats and the number of vacancies. Be sure to provide current board member information; including name, position, telephone number, e-mail address, home address, and term expiration date. If there are vacancies, please explain.

All personal identifying information is FOIA exempt and will NOT be released to the public. The only information that the Illinois State Library will release upon request is the board member name, trustee position and term expiration date.

Report the most current information available.

5.1 Total number of board seats	9
5.2 Total number of vacant board seats	0
5.2b Please explain	
5.3 This public library board of trustees attests that the current board is legally established, organized, and the terms of office for library trustees are all unexpired.	Yes
5.4 IF NO, please explain	

First Member

5.5 Name	Theron Garcia
5.6 Trustee Position	President
5.7 Present Term Ends (mm/year)	05/2026
5.8 Telephone Number	630-440-5586
5.9 E-mail Address	theron.garcia@yorkville.lib.il.us
5.10 Home Address	P.O. Box 1062
5.11 City	Yorkville
5.12 State	IL
5.13 Zip Code	60560

Second member

5.5 Name	Sharon Mix
5.6 Trustee Position	Other
5.7 Present Term Ends (mm/year)	05/2027
5.8 Telephone Number	630-383-8171
5.9 E-mail Address	sharon.mix@yorkville.lib.il.us
5.10 Home Address	578 W Barberry Cir
5.11 City	Yorkville
5.12 State	IL

5.13 Zip Code	60560
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Third member

5.5 Name	Jackie Milschewski
5.6 Trustee Position	Treasurer
5.7 Present Term Ends (mm/year)	05/2028
5.8 Telephone Number	630-251-8083
5.9 E-mail Address	jackie.milschewski@yorkville.lib.il.us
5.10 Home Address	401 Heustis St
5.11 City	Yorkville
5.12 State	IL
5.13 Zip Code	60560

Fourth member

5.5 Name	Valerie Burd
5.6 Trustee Position	Other
5.7 Present Term Ends (mm/year)	05/2026
5.8 Telephone Number	630-220-6484
5.9 E-mail Address	valerie.burd@yorkville.lib.il.us
5.10 Home Address	300 E Hydraulic Ave
5.11 City	Yorkville
5.12 State	IL
5.13 Zip Code	60560

Fifth member

5.5 Name	Tara Schumacher
5.6 Trustee Position	Other
5.7 Present Term Ends (mm/year)	5/2027
5.8 Telephone Number	630-362-0913
5.9 E-mail Address	tara.schumacher@yorkville.lib.il.us
5.10 Home Address	302 Oakwood St
5.11 City	Yorkville
5.12 State	IL
5.13 Zip Code	60560

Sixth member

5.5 Name	Ryan Forristall
5.6 Trustee Position	Other
5.7 Present Term Ends (mm/year)	05/2028
5.8 Telephone Number	815-570-9046
5.9 E-mail Address	ryan.forristall@yorkville.lib.il.us
5.10 Home Address	1984 Banbury Ave
5.11 City	Yorkville
5.12 State	Illinois
5.13 Zip Code	60560

Seventh member

5.5 Name	Keri Pesola
5.6 Trustee Position	Vice-President
5.7 Present Term Ends (mm/year)	5/2028
5.8 Telephone Number	630-870-0109
5.9 E-mail Address	keri.pesola@yorkville.lib.il.us
5.10 Home Address	1162 Spring St

5.11 City	Yorkville
5.12 State	IL
5.13 Zip Code	60560

Eighth member

5.5 Name	Jason Hedman
5.6 Trustee Position	Secretary
5.7 Present Term Ends (mm/year)	5/2026
5.8 Telephone Number	630-385-2923
5.9 E-mail Address	jason.hedman@yorkville.lib.il.us
5.10 Home Address	1092 Canary Ave
5.11 City	Yorkville
5.12 State	IL
5.13 Zip Code	60560

Ninth member

5.5 Name	Wendy Gatz
5.6 Trustee Position	Other
5.7 Present Term Ends (mm/year)	5/2027
5.8 Telephone Number	630-383-8039
5.9 E-mail Address	wendy.gatz@yorkville.lib.il.us
5.10 Home Address	1319 Evergreen Ln
5.11 City	Yorkville
5.12 State	IL
5.13 Zip Code	60560

FACILITY/FACILITIES (6.1-6.3b)

Please provide the requested information about the library's facilities.

6.1 Total Number of Meeting Rooms	1
6.2 Total number of times meeting room(s) used by the public during the fiscal year	339
6.3 Total Number of Study Rooms	3
6.3b Total number of times study room(s) used by the public during the fiscal year	1,081

Capital Needs Assessment

Public Act 96-0037, the Public Library Construction Act, requires the Illinois Secretary of State to file a comprehensive assessment report of the capital needs of all Illinois public libraries to the General Assembly every two years. In an effort to compile this data, please fill in the requested information below. If you have any questions about this section, please contact Mark Shaffer (217-524-4901 or mshaffer@ilsos.gov) at the Illinois State Library.

Age of Facility

Please indicate the number of buildings in each category below.

	5 years or less	6-10 years	11-25 years	26-50 years	51-100 years	100+ years
Number of Facilities			1			

Type of Work Needed

Please provide estimates of the costs for the type of work needed. If you do not have branch locations, the "Other Facilities" columns should be pre-populated with zeros. If not, please enter zeros to complete the section.

	Headquarters - Number of Buildings	Headquarters - Estimate \$	Other Facilities - Number of Buildings	Other Facilities - Estimate \$
General repair/remodeling	1	\$0	0	\$0
Structural repairs (walls, foundations, etc.)	1	\$0	0	\$0
Roof repair/replacement	1	\$0	0	\$0
Heating/ventilation/air conditioning	1	\$30,000	0	\$0
Electrical systems other than alarms	1	\$0	0	\$0

Plumbing systems	1	\$0	0	\$0
Egress systems (doors, stairs, etc.)	1	\$0	0	\$0
Fire protection (detectors, alarms, etc.)	1	\$0	0	\$0
Asbestos abatement	1	\$0	0	\$0
Security measures	1	\$0	0	\$0
Energy conservation	1	\$55,000	0	\$0
Repair of sidewalks, curbing, parking areas	1	\$0	0	\$0
Accessibility measures	1	\$0	0	\$0
Technology upgrading	1	\$33,000	0	\$0
New building construction (construction of a new facility)	1	\$0	0	\$0
Building additions (adding square feet to existing facility)	1	\$0	0	\$0

Type of Work in Progress

Please provide estimates of the costs for the type of work currently in progress. If you do not have branch locations, the "Other Facilities" columns should be pre-populated with zeros. If not, please enter zeros to complete the section.

	Headquarters - Number of Buildings	Headquarters - Estimate \$	Other Facilities - Number of Buildings	Other Facilities - Estimate \$
General repair/remodeling	1	\$0	0	\$0
Structural repairs (walls, foundations, etc.)	1	\$0	0	\$0
Roof repair/replacement	1	\$0	0	\$0
Heating/ventilation/air conditioning	1	\$0	0	\$0
Electrical systems other than alarms	1	\$0	0	\$0
Plumbing systems	1	\$0	0	\$0
Egress systems (doors, stairs, etc.)	1	\$0	0	\$0
Fire protection (detectors, alarms, etc.)	1	\$0	0	\$0
Asbestos abatement	1	\$0	0	\$0
Security measures	1	\$0	0	\$0
Energy conservation	1	\$0	0	\$0
Repair of sidewalks, curbing, parking areas	1	\$0	0	\$0
Accessibility measures	1	\$0	0	\$0
Technology upgrading	1	\$0	0	\$0
New building construction (construction of a new facility)	1	\$0	0	\$0
Building additions (adding square feet to existing facility)	1	\$0	0	\$0

ASSETS AND LIABILITIES (7.1 - 7.13)

The below sections request information regarding property, fiscal accumulations and outstanding liabilities. These sections are required by statute [75 ILCS 5/4-10, 75 ILCS 16/30-65] to be included in the annual report. Please provide the requested information in each section.

Property

Libraries are required by statute [75 ILCS 5/4-10(4), 75 ILCS 16/30-65(a)(3)] to provide a statement as to property acquired through legacy, purchase, gift or otherwise. Please provide this information in the section below.

7.1 What is the estimated current fair market value for the library's real estate (land and buildings including garages, sheds, etc.)?	\$9,338,905
7.2 During the last fiscal year, did the library acquire any real and/or personal property?	No

IF YES, how much of the property was acquired through the following options? (Enter dollar amount for each option 7.3-7.6 that applies)

7.3 Purchase	
7.4 Legacy	
7.5 Gift	
7.6 Other	

7.7 Provide a general description of the property acquired.	
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Fiscal Accumulations

Libraries are required by statute [75 ILCS 5/4-10(7), 75 ILCS 16/30-65(a)(4)] to provide a statement as to the amount of any fiscal accumulations and the reasons for the accumulations. Please provide this information in the section below.

7.8 Does your library have fiscal accumulations (reserve funds, outstanding fund balances, etc.)?	Yes
7.9 IF YES, then provide a statement that details the dollar amount(s) and the reason(s) for the fiscal accumulations.	\$1,112,541 for Library Operations. \$212,208 for Library Capital.

Liabilities

Libraries are required by statute [75 ILCS 5/4-10(8), 75 ILCS 16/30-65(a)(5)] to provide a statement as to any outstanding liabilities, including for bonds still outstanding. Please provide this information in the section below.

7.10 Does your library have any outstanding liabilities including bonds, judgments, settlements, etc.?	No
7.11 IF YES, what is the total amount of the outstanding liabilities?	
7.12 IF YES, then prepare a statement that identifies each outstanding liability and its specific dollar amount.	

OPERATING RECEIPTS BY SOURCE (8.1 - 8.21)

Libraries are required by statute [75 ILCS 5/4-10(1)(9), 75 ILCS 16/30-65(a)(6)] to provide an itemized statement of operating receipts. "Operating receipts" are the monies received and utilized during the library's fiscal year to support the provision of ongoing, day-to-day library services. Only include funds received during the report period. If the library was awarded a grant, but only received part of the funds during the report period, report only the portion of the grant received, not the whole amount of the grant.

Exclude revenue for major capital expenditures, contributions to endowments, revenue passed through to another agency, funds unspent in previous fiscal years (e.g. carryover), and tax anticipation warrants.

NOTE: Round answers to the nearest whole dollar.

Local Government

This includes all local government funds designated by the community, district, or region and available for expenditure by the public library. For example, include receipts from: local property taxes (library taxes), impact fees (IL Highway Code), the Mobile Home Local Services Tax Act. Do not include the value of any contributed or in-kind services or the value of any gifts and donations, library fines, fees, or grants. Do not include state, federal, and other funds passed through local government for library use. Report these funds with state government revenue or federal government revenue, as appropriate.

8.1 Local government [PLS 300] (includes all local government funds designated by the community, district, or region and available for expenditure by the public library, except capital income from bond sales which must be reported in 12.1a only) ¹	\$1,894,494
8.1a Is this library's annual tax levy/fiscal appropriation subject to tax caps [the Property Tax Extension Limitation Law, 35 ILCS 200/18-185, et seq.]?	Yes
8.1b Local government funds for the ensuing or upcoming/current fiscal year (includes all local government funds designated by the community, district, or region and available for expenditure by the public library, except capital income from bond sales.)	\$1,107,295

State Government

These are all funds distributed to public libraries by state government for expenditure by the public libraries, except for federal money distributed by the state. This includes funds from such sources as penal fines, license fees, and mineral rights.

Note: If operating revenue from consolidated taxes is the result of state legislation, the revenue should be reported under state revenue (even though the revenue may be from multiple sources).

If you are not sure if funds you received through the State of Illinois are federal or state funds, please contact IPLAR@ilsos.gov or the Library Development Group at 217-524-8836.

8.2 Per capita grant	\$31,977
8.3 Equalization aid grant	\$0
8.4 Personal property replacement tax	\$8,317
8.5 Other State Government funds received	\$0
8.6 If Other, please specify	

8.7 Total State Government Funds (8.2 + 8.3 + 8.4 + 8.5) [PLS 301]	\$40,294
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Federal Government

This includes all federal government funds distributed to public libraries for expenditure by the public libraries, including federal money distributed by the State of Illinois (e.g., LSTA grants paid directly to your library).

If you are unsure if the funds you received through the State of Illinois were federal or state funds, please contact IPLAR@ilsos.gov or the Library Development Group at 217-524-8836.

8.8 LSTA funds received	\$0
8.9 E-Rate funds received	\$2,673
8.10 Other federal funds received	\$0
8.11 If Other, please specify	0
8.12 Total Federal Government Funds (8.8 + 8.9 + 8.10) [PLS 302]	\$2,673

Other Income

This is all operating revenue other than that reported under local, state, and federal funds. Include, for example, monetary gifts and donations received in the current year, interest, library fines, fees for library services, or grants. Do not include the value of any contributed or in-kind services or the value of any non-monetary gifts and donations.

8.13 Monetary Gifts and Donations	\$0
8.14 Other receipts intended to be used for operating expenditures	\$63,918
8.15 TOTAL all other receipts (8.13 + 8.14) [PLS 303]	\$63,918
8.16 Other non-capital receipts placed in reserve funds	\$0

Total Operating Receipts

8.17 TOTAL receipts (8.1 + 8.7 + 8.12 + 8.15) [PLS 304]	\$2,001,379
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Safeguarding of Library Funds

This section requests information to verify that libraries meet the statutory required minimum level of insurance for library funds [75 ILCS 5/4-9 and 75 ILCS 16/30-45(e)]. According to these statutes, "the library shall provide the Illinois State Library a copy of the library's certificate of insurance at the time the library's annual report is filed."

For municipalities of less than 500,000 population, 75 ILCS 5/4-9 requires that the bond be "...not less than 10% of the total funds received by the library in the last fiscal year...", or the insurance policy or other insurance instrument's coverage "...shall be in an amount at least equal to 50% of the average amount of the library's operating fund from the prior 3 fiscal years."

For public library districts, 75 ILCS 16/30-45(e) requires that the bond be "...based upon a minimum of 10% of the total funds received by the district in the last previous fiscal year...", or the insurance policy or other insurance instrument's coverage "... shall be in an amount at least equal to 10% of the average amount of the district's operating fund from the prior 3 fiscal years."

8.18a The library safeguards its funds using which option?	Surety Bond
8.18b Proof of Certificate of Insurance for Library Funds	-1Have Surety Bond
8.19 What is the coverage amount of either the surety bond OR the insurance policy/insurance instrument?	\$895,000
8.20 Is the amount of the surety bond, insurance policy or other insurance instrument in compliance with library law?	Yes
8.21 The designated custodian of the library's funds is:	Library Treasurer

OPERATING EXPENDITURES BY CATEGORY (9.1 - 11.2)

Libraries are required by statute [75 ILCS 5/4-10(2), 75 ILCS 16/30-65(a)(6)] to provide an itemized statement as to how operating revenues have been expended during the fiscal year report period. "Operating expenditures" are the current and recurrent costs necessary to support the provision of library services.

Include: Significant costs, especially benefits and salaries, that are paid by other taxing agencies (government agencies with the authority to levy tax) "on behalf of" the library may be included if the information is available to the reporting agency. Only such funds that are supported by expenditure documents (such as invoices, contracts, payroll records, etc.) at the point of disbursement should be included.

Exclude: Do not report the value of free items, estimated costs, and capital expenditures.

NOTE: Round answers to the nearest whole dollar.

STAFF EXPENDITURES (9.1-9.3)

This section gathers information on staff benefits and salaries. If the information is available, include benefits and salaries for staff that are paid by other taxing agencies (government agencies with the authority to levy tax) "on behalf of" the library.

NOTE: Round answers to the nearest whole dollar.

9.1 Salaries and wages for all library staff [PLS 350]	\$469,441
9.2a Fringe benefits, for all library staff, paid for from either the library's or the municipal corporate authority's appropriation [PLS 351]	\$185,328
9.2b If this library answered question 9.2a as zero, please select an explanation from the drop-down box.	
9.3 Total Staff Expenditures (9.1 + 9.2) [PLS 352]	\$654,769

COLLECTION EXPENDITURES (10.1 - 10.4)

Include expenditures for all materials in all formats (e.g., print, microform, electronic) whether purchased, leased or licensed. Exclude charges or fees for interlibrary loans and expenditures for document delivery.

NOTE: Round answers to the nearest whole dollar.

10.1 Printed Materials (books, newspapers, etc.) [PLS 353]	\$49,330
10.2 Electronic Content Expenditures (e-books, databases, etc.) [PLS 354]	\$8,359
10.3a Other Physical Materials Expenditures [PLS 355]	\$5,074
10.3b Please list the types of materials purchased in 10.3a	DVD's, Audio Books, and CD's
10.4 TOTAL Collection Expenditures (10.1 + 10.2 + 10.3) [PLS 356]	\$62,763

OTHER OPERATING EXPENDITURES (11.1 - 11.2)

This includes all expenditures other than those reported for Staff Expenditures and Collection Expenditures. Exclude purchases of major fixed assets, which should be reported in capital expenditures (12.7).

NOTE: Round answers to the nearest whole dollar.

11.1 All other operating expenditures not included above (supplies, utilities, legal fees, etc.) [PLS 357]	\$1,054,190
11.2 TOTAL operating expenditures (9.3 + 10.4 + 11.1) [PLS 358]	\$1,771,722

CAPITAL REVENUE AND EXPENDITURES (12.1 - 12.7)

This section gathers information on capital revenue and expenditures. Provide information for funds received and spent during the fiscal year report period only. If the library was awarded a grant, but only received part of the funds during the report period, report only the amount of the funds received, not the entire grant award.

Capital Revenue

Include funds received during the fiscal year report period for: site acquisitions; new building(s); additions to or renovations of existing buildings; furnishings, equipment, and initial collections for new buildings, building additions, or building renovations; computer hardware and software used to support library operations, to link to networks, or to run information products; new vehicles; or other one-time major projects.

Exclude revenue for: replacement and/or repair of existing furnishings and equipment, regular purchase of library materials, investments for capital appreciation, income passed through to another agency (e.g., fines), and funds unspent in previous fiscal year (e.g., carryover).

NOTE: Round answers to the nearest whole dollar.

12.1a Local Government: Capital Income from Bond Sales	\$0
12.1b Local Government: Other	\$0
12.1c Total Local Government (12.1a + 12.1b) [PLS 400]	\$0
12.2 State Government [PLS 401]	\$0
12.3 Federal Government [PLS 402]	\$0
12.4 Other Capital Revenue [PLS 403]	\$112,270
12.5 If Other, please specify	\$110,000 Development fees. \$2,237 interest. \$33 misc. income.

12.6 Total Capital Revenue (12.1c + 12.2 + 12.3 + 12.4) [PLS 404]	\$112,270
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Capital Expenditures

Include funds expended during the fiscal year report period for: site acquisitions; new building(s); additions to or renovations of existing buildings; furnishings, equipment, and initial collections for new buildings, building additions, or building renovations; computer hardware and software used to support library operations, to link to networks, or to run information products; new vehicles; or other one-time major projects.

Exclude expenditures for: replacement and/or repair of existing furnishings and equipment, regular purchase of library materials, investments for capital appreciation, income passed through to another agency (e.g., fines), and funds unspent in previous fiscal year (e.g., carryover).

NOTE: Round answers to the nearest whole dollar.

12.7 Total Capital Expenditures [PLSC 405]	\$233,908
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PERSONNEL (13.1 - 13.46)

Include all positions funded in the library's budget whether those positions are filled or not. Report position figures as of the last day of the fiscal year. Include only paid employees. Do NOT include volunteers.

Report personnel in the appropriate categories based on the type of library work being performed rather than on an employee's educational qualifications.

The FTE (full-time equivalent/employee) calculator utilizes the IMLS/PLSC national standard for a full-time work week as 40 hours per week. Illinois libraries should report each staff member's hours per week based on the number of hours worked. If your library considers 35-39+ hours per week as a full-time work week, then report using those figures. DO NOT inflate the hours your library considers as a full-time work week in order to force the resulting calculation to equal 1 FTE. For national comparison purposes, your library must report the total hours per week based on your local standard. For example, for an Illinois library that considers 37.5 hours per week as a full-time work week, the FTE calculation reported nationally will be .9375 or .94 rather than 1.00.

Group A

This category includes all LIBRARIANS with MASTER'S DEGREES from an American Library Association (ALA) ACCREDITED program of Library and Information Studies. Another row will automatically appear once data is entered in the current row.

Summary	13.1 Position Title	13.2 Primary Work Area	13.3 Hourly Rate	13.4 Total Hours/Week

Group A Total

13.5 Total Group A: FTE ALA-MLS (13.4 / 40) [PLS 250]	0.00
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Group A hidden group hours

Group B

This category includes other librarians. Include employees with the TITLE of LIBRARIAN who either have other types of library education (non-American Library Association (ALA) accredited library degrees; undergraduate library science majors or minors) OR do paid work that usually requires professional training and skill in the theoretical or scientific aspects of library work, or both, as distinct from its mechanical or clerical aspects. Another row will automatically appear once data is entered in the current row.

Summary	5	5	5	42.5700025.36000	40.0000040.00000
	13.6 Position Title	13.7 Primary Work Area	13.8 Education Level	13.9 Hourly Rate	13.10 Total Hours/Week
	Library Director	Library Director	Less than a Bachelor's degree with LTA	\$42.57	40.00
	Director of Adult Services	Adult Services	Master's Degree (non-ALA program)	\$25.36	40.00
	Director of Youth Services	Children's Services	Bachelor's Degree: No library science	\$25.38	40.00
	Circulation Manager	Circulation	Less than a Bachelor's degree	\$29.61	40.00
	Technical Services Manager	Cataloging	Less than a Bachelor's degree with LTA	\$22.05	40.00

Group B Total

13.11 Total Group B: FTE Other Librarians (13.10/40)	5.00
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13.12 Total FTE Librarians (13.5 + 13.11) [PLS 251]	5.00
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Group C

This category includes full-time and part-time professional staff without the title of librarian and administrative support specialists (personnel director, business manager, public relations, other non-library specialists), information technology professionals (IT director, webmaster) and other technical and clerical employees.

13.13 Total hours worked in a typical week by all Group C employees	220.00
13.14 Minimum hourly rate actually paid	\$15.00
13.15 Maximum hourly rate actually paid	\$16.54
13.16 Total FTE Group C employees (13.13 / 40)	5.50

Group D

This category includes full-time and part-time pages or shelveers.

13.17 Total hours worked in a typical week by all Group D employees	0.00
13.18 Minimum hourly rate actually paid	\$0.00
13.19 Maximum hourly rate actually paid	\$0.00
13.20 Total FTE Group D employees (13.17 / 40)	0.00

Group E

This category includes full-time and part-time building maintenance, security or plant operation employees.

13.21 Total hours worked in a typical week by all Group E employees	0.00
13.22 Minimum hourly rate actually paid	\$0.00
13.23 Maximum hourly rate actually paid	\$0.00
13.24 Total FTE Group E employees (13.21 / 40)	0.00
13.25 Total FTE Other Paid Employees from Groups C, D, and E (13.16 + 13.20 + 13.24) [PLS 252]	5.50
13.26 Total FTE Paid Employees (13.12 + 13.25) [PLS 253]	10.50

Librarian Vacancies

Include only those budgeted librarian positions vacant on the last day of this fiscal year for which there was an active search while the position remained vacant. Another row will automatically appear once data is entered in the current row.

Summary							
	13.27 Position Title	13.28 Primary Work Area	13.29 Education Level	13.30 Total Hours/Week	13.31 Number of Weeks Vacant during report period.	13.32 Annual Salary Range Minimum	13.33 Annual Salary Range Maximum

Newly Created Librarian Positions

Include any newly created librarian positions which were created during the fiscal year reporting period. Another row will automatically appear once data is entered in the current row.

Summary						
	13.34 Position Title	13.35 Primary Work Area	13.36 Education Level	13.37 Total Hours/Week	13.38 Current Status: Filled or Unfilled	13.39 Date Filled (mm/year, if applicable)

Eliminated Librarian Positions

An eliminated librarian position is one that was budgeted for during the previous fiscal year period but was not in the budget for the current report period.

Another row will automatically appear once data is entered in the current row.

Summary							
	13.40 Position Title	13.41 Primary Work Area	13.42 Education Level	13.43 Total Hours/Week	13.44 Date Eliminated (mm/year)	13.45 Last Annual Salary Paid	13.46 Reason Eliminated

LIBRARY VISITS (14.1 - 14.1a)

This section collects information on the number of library visits. This is prefilled, based on the answer from Section 2.14.

14.1 Total annual visits/attendance in the library [PLS 501]	90,339
14.1a Library Visits Reporting Method [PLS 501a]	Annual Count

PROGRAMS, ACTIVITIES & ATTENDANCE (15.1 - 15.38)

Synchronous Programs:

A program is any planned event which introduces the group attending to any of the broad range of library services or activities or which directly provides information to participants. Programs may cover use of the library, library services, or library tours. Programs may also provide cultural, recreational, or educational information, often designed to meet a specific social need. Examples of these types of programs include film showings; lectures; story hours; literacy, English as a second language, citizenship classes; and book discussions.

Count all programs, whether held on- or off-site, or held virtually as a group that are sponsored or co-sponsored by the library. Exclude programs sponsored by other groups that use library facilities. If programs are offered as a series, count each program in the series. For example, a film series offered once a week for eight weeks should be counted as eight programs.

Exclude library activities delivered on a one-to-one basis, rather than to a group, such as one-to-one literacy tutoring, services to homebound, resume writing assistance, homework assistance, and mentoring activities.

Note: For more information, please refer to the Counting Opinions login screen for links to: "Guidance for Programs: Live Virtual and Recorded", "How to Count Programs and Activities", and "Virtual Programming Guidelines".

Self-Directed Activities:

A self-directed activity is any planned event for which the patron can participate on their own (instead of at a designated time with a group). Registration is not required. A staff member may monitor the activity, but may or may not directly interact with the participants. Examples of these types of events include drop-in craft sessions, take and make kits, library scavenger hunts (when not done as part of a group), etc.

Count all self-directed activities, whether held on- or off-site, that are sponsored or co-sponsored by the library. Exclude activities sponsored by other groups that use library facilities. If activities are offered as a series, count each activity in the series.

Note: For more information, please refer to the Counting Opinions login screen for links to: "Guidance for Programs: Live Virtual and Recorded", "How to Count Programs and Activities", and "Virtual Programming Guidelines".

	15.1 Synchronous Programs (All Group Programs by Age)	15.2 Attendance	15.3 Self Directed Activities	15.4 Self Directed Activity Participants
Children (0-5)	192	3,848	47	5,131
Children (6-11)	179	3,554	48	5,132
Young Adults (12-18)	120	1,442	49	1,290
Adults (19 and older)	670	5,656	71	1,193
General Interest	0	0	0	0
Total	1,161	14,500	215	12,746

Onsite, Offsite and Virtual (All Group Programs by Type)

	15.29 Program Sessions	15.30 Program Attendance
Synchronous In-Person Onsite Program Sessions	1,116	13,079
Synchronous In-Person Offsite Program Sessions	25	1,276
Synchronous Virtual Program Sessions	20	145
Total	1,161	14,500

Historic - retired 2021

15.1 Total Number of Children's Programs Retired 2021	
15.2 Children's Program Attendance Retired 2021	

15.3 Total Number of Children's Passive Programs Retired 2021	
15.4 Children's Passive Program Attendance Retired 2021	

Asynchronous Virtual Presentations (Subset of Self-Directed Activities)

15.37 Total Number of Asynchronous (Virtual) Program Presentations [PLS 620]	24
15.38 Total Views of Asynchronous (Virtual) Program Presentations [PLS 630]	4,800

REGISTERED USERS (16.1 - 16.4)

This section collects information about the number of resident and non-resident library users. A registered user is a library user who has applied for and received an identification number or card from the public library that has established conditions under which the user may borrow library materials and gain access to other library resources.

Note: Files should have been purged within the past three (3) years.

16.1 Total Number of Unexpired Resident Cards	6,047
16.2a Total Number of Unexpired Non-resident Cards	97
16.2a (1) Of the total in 16.2a, how many Cards for Kids Act cards were issued?	5
16.2a (2) Of the total in 16.2a, how many Disabled Veterans cards were issued?	16
16.2b What was the total amount of the fees collected from the sale of non-resident cards during the past fiscal year?	\$11,311.00
16.3 Total Number of Registered Users (16.1 + 16.2a) [PLS 503]	6,144
16.4 Is your library's registered user/patron file purged a minimum of one time every three years?	Yes
16.5 Does the library charge overdue fines to any users when they fail to return physical print materials by the date due? [PLS 504]	No
16.6 Did your library board adopt a policy to waive the non-resident fee for persons under the age of 18?	No

RESOURCES OWNED (17.1 - 17.25)

Libraries are required by statute [75 ILCS 5/4-10(3), 75 ILCS 16/30-65(a)(6)] to provide a statement as to the number and character of items in the library's collection available for use as of the last day of the fiscal year report period.

This section of the survey collects data on selected types of materials. It does not cover all materials (i.e., microforms, loose sheet music, maps, and pictures) for which expenditures are reported under Print Materials Expenditures, Electronic Materials Expenditures, and Other Material Expenditures. Under this category report only items the library has acquired as part of the collection and cataloged, whether purchased, lease, licensed, or donated as gifts that have been purchased, leased or licensed by the library, a consortium, the state library, a donor or other person or entity. Included items must only be accessible with a valid library card or at a physical library location; inclusion in the catalog is not required. Do not include items freely available without monetary exchange. Do not include items that are permanently retained by the patron; count only items that have a set circulation period where it is available for their use.

17.1 Print Materials [PLS 450]	71,373
17.2 Current Print Serial Subscriptions	40
17.3 Total Print Materials (17.1+17.2)	71,413
17.4 Audio Recordings: Physical Units Held at end of the fiscal year [PLS 452]	4,003
17.5 DVDs/Videos: Physical Units Held at end of the fiscal year [PLS 454]	3,437
17.6 Other Circulating Physical Items [PLS 462]	1,835
17.7 Total Physical Items in Collection [PLS 461]	80,648

Electronic Materials and Collections

This section asks how the library obtains electronic materials, research databases and online learning platforms. Please answer yes or no to the following questions.

17.8 Did your library provide access to e-Books purchased solely by the library? Answer yes or no. [PLS 525]	No
17.9 Did your library provide access to e-Books purchased via a consortium, cooperative, or other similar group at the local, regional, or state level? Answer yes or no. [PLS 526]	Yes
17.10 Did your library provide access to e-Books provided by the State Library at no or minimal cost to your library? This is prefilled. [PLS 527]	No
17.11 Did your library provide access to e-Serials purchased solely by the library? Answer yes or no. [PLS 528]	No
17.12 Did your library provide access to e-Serials purchased via a consortium, cooperative, or other similar group at the local, regional, or state level? Answer yes or no. [PLS 529]	No
17.13 Did your library provide access to e-Serials provided by the State Library at no or minimal cost to your library? This is prefilled. [PLS 530]	No
17.14 Did your library provide access to e-Audio purchased solely by the library? Answer yes or no. [PLS 531]	No

17.15 Did your library provide access to e-Audio purchased via a consortium, cooperative, or other similar group at the local, regional, or state level? Answer yes or no. [PLS 532]	Yes
17.16 Did your library provide access to e-Audio provided by the State Library at no or minimal cost to your library? This is prefilled. [PLS 533]	No
17.17 Did your library provide access to e-Video purchased solely by the library? Answer yes or no. [PLS 534]	No
17.18 Did your library provide access to e-Video purchased via a consortium, cooperative, or other similar group at the local, regional, or state level? Answer yes or no. [PLS 535]	No
17.19 Did your library provide access to e-Video provided by the State Library at no or minimal cost to your library? This is prefilled. [PLS 536]	No
17.20 Did your library provide access to research databases purchased solely by the library? Answer yes or no. [PLS 537]	Yes
17.21 Did your library provide access to research databases purchased via a consortium, cooperative, or other similar group at the local, regional, or state level? Answer yes or no. [PLS 538]	No
17.22 Did your library provide access to research databases provided by the State Library at no or minimal cost to the administrative entity? This is prefilled. [PLS 539]	Yes
17.23 Did your library provide access to online learning platforms purchased solely by the library? Answer yes or no. [PLS 540]	Yes
17.24 Did your library provide access to online learning platforms purchased via a consortium, cooperative, or other similar group at the local, regional, or state level? Answer yes or no. [PLS 541]	Yes
17.25 Did your library provide access to online learning platforms provided by the State Library at no or minimal cost to your library? This is prefilled. [PLS 542]	Yes

USE OF RESOURCES (18.1 - 18.19)

Libraries are required by statute [75 ILCS 5/4-10(3), 75 ILCS 16/30-65(a)(6)] to provide a statement as to the number and character of items circulated by the library. Report for the library's entire fiscal year.

18.1 Circulation of Adult Physical Material	36,076
18.2 Circulation of Young Adult Physical Material	3,799
18.3 Circulation of Children's Physical Material [PLS 549]	46,743
18.4 Total number of physical materials loaned (18.1 + 18.2 + 18.3)	86,618

Report circulation, including renewals, by the material types below.

18.5 Books- Physical	78,023
18.6 Videos/DVDs- Physical	5,229
18.7 Audios (include music)- Physical	2,189
18.8 Magazines/Periodicals- Physical	180
18.9 Other Items- Physical [PLS 561]	997
18.10 Physical Item Circulation (18.5-18.9) [PLS 553]	86,618
18.11 Did your library offer automatic renewal for any physical materials during the reporting period? [PLS 505]	No
18.12 e-Book Circulation [PLS 545]	12,342
18.13 e-Serial Circulation [PLS 546]	0
18.14 e-Audio Circulation [PLS 547]	14,664
18.15 e-Video Circulation [PLS 548]	0
18.16 Use of Electronic Materials [PLS 552]	27,006
18.17 Total Circulation of Materials [PLS 550]	113,624
18.18 Interlibrary Loans Provided TO Other Libraries [PLS 575]	7,538
18.19 Interlibrary Loans Received FROM Other Libraries [PLS 576]	18,559

PATRON SERVICES (19.1-19.2)

This section gathers information on services the library provides to its patrons. Please fill in the information requested.

Reference Transactions

Reference Transactions are information consultations in which library staff recommend, interpret, evaluate, and/or use information resources to help others to meet particular information needs.

A reference transaction includes information and referral service as well as unscheduled individual instruction and assistance in using information sources (including web sites and computer-assisted instruction). Count Readers Advisory questions as reference transactions.

NOTE: It is essential that libraries do not include directional transactions in the report of reference transactions. Directional transactions include giving instruction for locating staff, library users, or physical features within the library. Examples of directional transactions include, "Where is the reference librarian? Where is Susan Smith? Where is the rest room? Where are the 600s? Can you help me make a photocopy?"

If an annual count is not available, then select a typical week and multiply by 52 to estimate the annual count.

19.1 Total Annual Reference Transactions [PLS 502]	8,736
19.1a Reference Transactions Reporting Method [PLS 502a]	Annual Estimate Based on Typical Week(s)

One-on-One Tutorials

One-on-one tutorials are when a staff member spends a considerable amount of time tutoring or teaching a patron on a specific subject. Note that these are different from programs, which are put on for a group, and reference transactions, which are limited to information consultations (see definition above).

19.2 Total Annual One-on-One Tutorials	-1Unknown
--	-----------

AUTOMATION (20.1 - 20.5)

This section is collecting information about automation technology in your library. Please provide the requested information below.

20.1 Total number of ALL computers in the library	60
20.2 Total number of PUBLIC USE (Internet and non-Internet accessible) computers in the library	31
20.3 Is your library's catalog automated?	Yes
20.4 Is your library's catalog accessible via the web?	Yes
20.5 Does your library have a telecommunications messaging device for the hearing impaired?	No

INTERNET (21.1 - 21.9)

This section collects information about internet services in the library facility. Please provide the requested information below.

21.1 Does your library have Internet access?	Yes
21.2a What is the maximum speed of your library's Internet connection? (Select one)	45 Mbps or more
21.2b If Other, please specify	
21.3 What is the monthly cost of the library's internet access?	\$250
21.4 Number of Internet Computers Available for Public Use [PLS 650]	25
21.5 Number of Uses (Sessions) of Public Internet Computers Per Year [PLS 651]	3,050
21.5a Reporting Method for Number of Uses of Public Internet Computers Per Year [PLS 651a]	Annual Count
21.6 Wireless Sessions Per Year [PLS 652]	6,808
21.6a Reporting Method for Wireless Sessions [PLS 652a]	Annual Count
21.7 Does your library utilize Internet filters on some or all of the public access computers?	Yes
21.8 Does your library provide instruction (workshops, classes) to patrons on the use of the Internet?	Yes

E-RATE (22.1 - 22.3)

E-Rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). The program provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications and Internet access.

22.1 Did your library apply directly for E-rate discounts for the fiscal year?	Yes
22.2a If YES, did your library apply for Category 1, Category 2 or both?	Both
22.2b IF YES, what is the dollar amount that your library was awarded for the fiscal year report period?	\$5,346
22.3 If NO, why did your library NOT participate in the E-rate program?	

STAFF DEVELOPMENT & TRAINING (23.1 - 23.3)

This section focuses on staff development and training. Please provide the requested information below.

23.1 How much money did your library spend on staff development and training this fiscal year? (Round answer to the nearest whole dollar.)	\$2,354
23.2 Does the above amount include travel expenses?	Yes
23.3 How many hours of training did employees receive this year?	250.00

COMMENTS AND SUGGESTIONS (24.1-24.3)

Please use this section to provide further information about your library and/or comments or suggestions for changes to the IPLAR process. We will use the comments you supply to better represent your data to the Public Library Survey and to help improve future versions of the IPLAR.

24.1 Are there any other factors that may have affected your library's annual report data of which you would like to make us aware?	-1No Comments
---	---------------

24.2 Are there any unique programs or services your library provided during the report period of which you would like to make us aware?	-1No Comments
24.3 Please provide any comments, suggestions or concerns about the Illinois Public Library Annual Report (IPLAR).	-1No Comments

PUBLIC LIBRARY DISTRICT SECRETARY'S AUDIT (25.1-25.5) DISTRICT LIBRARIES ONLY

Public Library Districts are required by statute [75 ILCS 16/30-65(a)(1),(c)(d)] to submit the Public Library District Secretary's Audit.

NOTE: If there ARE any errors or discrepancies, please list and explain fully.

NOTE: Only DISTRICT libraries need to complete this Section, all other libraries should select "Not Applicable" for all questions in this section.

25.1 Were the secretary's records found to be complete and accurate?	Not Applicable
25.2 If NO, please list and explain any errors or discrepancies.	-1Not Applicable
25.3 First board member completing the audit	-1Not Applicable
25.4 Second board member completing the audit	-1Not Applicable
25.5 Date the Secretary's Audit was completed	-1Not Applicable

IPLAR CERTIFICATION

Please have the library director, board president and board secretary type their names in the boxes provided to certify that they agree with the following statement:

This Illinois Public Library Annual Report (IPLAR) is being filed in accordance with 75 ILCS 5/4-10 (municipal libraries) or 75 ILCS 16/30-65 (public library districts). The undersigned authorized agents for this public library: (1) accept and acknowledge that the appended IPLAR is essentially accurate and correct; (2) transmit the appended IPLAR for review and any subsequent resolution; and, (3) agree that the electronic IPLAR copy submitted to the Illinois State Library shall serve as the official file copy.

	Electronic Signature	Date
Library Director	Shelley Augustine	6/25/25
President	Theron Garcia	6/25/25
Secretary	Jason Hedman	6/25/25

IPLAR SUBMISSION REMINDERS

Follow these steps for IPLAR submission:

1. Select the "Verify" button located at the top of the screen.
2. Review the form and resolve any required fields or edit checks (they will be highlighted in red). In the case of edit checks, explain pragmatically why this year's answer is equal to, less than, or more than the previous year's answer.
3. Select the "Submit/Lock" button at the top of the page.

NOTE: All required questions must be answered and all edit checks must contain narrative notes in order for the survey to electronically submit, otherwise you will be taken to a review screen listing the questions that require additional information. If you have trouble getting the form to submit/lock, please contact Pat Burg (217-785-1168, pburg@ilsos.gov).

¹, 8.1 This number is correct. (0-2025-06-23)

Annual Report

Fiscal Year 2024-2025





Strategic Plan 2024 - 2029

VISION

Connect Community,
Explore Opportunities,
Enrich Minds

MISSION

We are a welcoming community hub of connection and information in which to explore and discover the infinite possibilities of lifelong learning.



Maximize Community Engagement and Library Services

GOALS

1.1

Strengthen local partnerships and expand outreach services to the community

1.2

Broaden communications to raise awareness of all the library offers

1.3

Innovate services to better connect the community to inclusive programs and collections



Optimize Usage of Library Spaces

GOALS

2.1

Analyze library spaces and make updates based on community needs



Prioritize the Future Growth of the Organization

GOALS

3.1

Cultivate organizational development to support staff and Trustees

3.2

Plan for growth of services to support the expanding population

3.3

Ensure long-term financial sustainability

A Year In Review

86,618

Physical Items
Checked Out

27,006

Electronic Materials
Checked Out

1,241
6,244

New Cards
Issued/total active
card holders

3,050

Computer Sessions

90,339

Visits to the Library

62,863

Visits to the
Website

1,376/
27,246

In-Person Programs
offered/attendance

\$1.8M

Library Users Saved



Revenues

**PROPERTY TAXES &
PERSONAL PROPERTY TAX**

\$1,012,671

**PROPERTY TAXES -
DEBT SERVICE**

\$864,034

STATE & FEDERAL GRANTS

\$31,977

Fees, Fines, Interest, & Misc

\$92,459

Expenditures

SALARIES, WAGES, & BENEFITS

\$654,769

OPERATIONS

\$1,054,190

LIBRARY MATERIALS

\$62,763

Exciting Changes, Programs, and Services happening at your library!

● Upgraded Services and Equipment

- Added UDEMY database (a well-organized learning platform with a wide variety of courses led by professionals who are experts in their fields)
- The Library upgraded the server and firewall
- Hired an engineering firm to create a RPF for replacing the library's HVAC chiller
- In January, a new chiller was delivered and installed
- Look for a new micro food pantry to be installed in the Fall of 2025

● Programs and Policies

- This year was spent planning and preparing our new 3-5 year Strategic Plan which includes new mission and vision statements
- Added a drop in technology help day
- Computer classes for seniors
- Added a collectible card program - Magic: The Gathering Club
- Unveiled a new art installation that was created by our community members, staff, and volunteers
- Updated the Circulation, Collection Development, Library Services, Internet, and Photographing & Recording Policies

● Future building improvement plans

- Upgrade the library lighting to LED
- Replacing the HVAC units in the Michelle Pfister Meeting Room



As we reflect on the past fiscal year, we are filled with gratitude and pride for the role our library continues to play in the heart of our community. In FY25 the Yorkville Public Library remained steadfast in its vision to connect community, explore opportunities, and enrich minds. With your continued support, we have made great strides in expanding access, deepening engagements, and responding to the evolving needs of our patrons.

This year over 90,000 community members walked through our doors, making the library a vibrant hub of learning, creativity, and connection. We welcomed patrons of all ages and backgrounds, offering a safe and inclusive space for reading, studying, relaxing, and exploring.

Programming continued to be a cornerstone of our service. We hosted 1,376 programs this year, with a total attendance of 27,246. Record-breaking participation for the library! Each program was designed to engage, educate, and inspire.

None of our accomplishments would be possible without the unwavering support of our community - including our patrons, Friends of the Library, volunteers, donors, and local partners. You are the heart of our story.

Whether you visited once or a hundred times this year, borrowed a book or attended a program, volunteered your time or simply cheered us on from afar - thank you. Together, we are building a stronger, smarter, and more connected community.

With gratitude,

Shelley Augustine - Library Director



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

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2025-65

Agenda Item Summary Memo

Title: South Receiving Station Standpipe Change Order No. 1

Meeting and Date: City Council – July 22, 2025

Synopsis: Consideration of Change Order No. 1

Council Action Previously Taken:

Date of Action: PW – 7/15/25 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-65

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php



Memorandum

To: 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: July 1, 2025
Subject: South Receiving Station Standpipe Change Order No. 1

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

A Change Order, as defined by 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 CB&I Storage Solutions, LLC. have entered into an agreement for a Contract value of **\$6,578,339.60** for the above-referenced project.

Question Presented:

Should the City approve Change Order No. 1 which would **decrease** the contract amount by \$384,400.00.

Discussion:

The United City of Yorkville is constructing a new standpipe water storage tank near the intersection of Rt. 126 and Rt. 71. The City is constructing the standpipe due to its need for additional storage when the City switches over to Lake Michigan water. Throughout the bidding process EEI was in dialogue with different Contractors, who indicated they were interested in bidding the project. However, only one bid was received from CB&I Storage Solutions, LLC. The bid value stated above was higher than the budget for the project. This prompted EEI to engage in conversations with CB&I in an attempt to find value engineering options that could reduce the total cost of the project.

The first option is to reduce the warranty on the tank. The project as bid had a warranty of three (3) years to allow for the Lake Michigan supply main to be built to bring water to the site. Originally it was believed that the tank would not be used until the Lake Michigan supply main was brought to the site, however, the intention now is to put the tank into service once construction is completed. By reducing the warranty to one (1) year, which is more typical for projects of this type, CB&I will provide a credit of \$141,900. This value represents the risk associated with taking on a warranty for that additional time.

The second option CB&I provided was to allow for the use of allowable stresses as identified in Section 14 of the AWWA D100 specification in lieu of a uniform allowance. Different design standards are available for steel storage tanks, each with varying levels of conservatism. The specifications within the South Receiving Station Standpipe bid documents currently do not allow for the use of higher allowable stresses as identified in Section 14 of the AWWA D100 specification, and alternative design basis. As a result, the tank design, as bid, was assumed to incorporate higher, conservative safety margins as it relates to the allowable stresses. However, for the design of standpipes, it is common practice to use the AWWA D100 Section 14 standard. AWWA D100 Section 14 is an alternative design basis specifically suited for tall, slender tanks with ground-supported flat-bottoms such as standpipes and offers a design

methodology that allows for reduced shell thickness based on allowable compressive stresses, rather than requiring uniform thickness calculations across all vertical zones. CB&I has indicated that switching to this standard could reduce the steel weight of the tank by approximately 50 tons, resulting in significant cost savings. It is important to note that, even with this design approach, the tank must still meet all applicable load requirements such as dead weight, live loads, wind, and seismic forces. By permitting the use of AWWA D100 Section 14, the design becomes less conservative but remains structurally sound, offering a more cost-effective solution due to lighter shell construction and reduced anchorage requirements. The reduction in steel thickness allows for a cost reduction of \$242,500.

Action Required:

Consideration of approval of Change Order No. 1 in the amount of \$384,400.00.

Resolution No. 2025-_____

**A RESOLUTION APPROVING A CHANGE ORDER TO A CONTRACT TO
CONSTRUCT A 1,500,000 GALLON STANDPIPE AND WATER MAIN**

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, on June 24, 2025, the Mayor and City Council accepted a bid from CB&I Storage Tank Solutions LLC of Plainfield, Illinois (“*CB&I*”) in the amount of \$6,578,339.60 (the “*Bid*”) to construct a 1,500,000 gallon standpipe and 330 feet of water main in connection with the City’s procurement of a new source water supply from the DuPage Water Commission; and,

WHEREAS, after acceptance of the Bid, the City Engineer was able to renegotiate two components of the Bid including the cost of a three (3) year warranty and the use of an alternative design basis for the 1,500,000 gallon standpipe thereby reducing the Bid by a total of \$384,400.00 (the “Change Order”); and,

WHEREAS, the Mayor and the City Council have reviewed the Change Order and the recommendation presented by the City Engineer and have determined that approval of this Change Order is in the best interests of the City.

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

Section 1. The foregoing preambles are hereby adopted as if fully restated in this Section 1.

Section 2. That the Change Order submitted by CB&I in the total amount of \$384,400 is hereby approved.

Section 3. That this Resolution shall be in full force and effect upon its passage and approval as provided by law.

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

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: 7/15/2025

Agreement Date: _____

NAME OF PROJECT: South Receiving Station Standpipe

OWNER: United City of Yorkville

CONTRACTOR: CB&I Storage Solutions, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. CB&I provided credit reduction for a total of \$384,400

Justification:

CB&I provided a credit reduction of \$141,900 to reduce the warranty from three years to one year. CB&I also provided a credit reduction of \$242,500 to implement API 650 allowable stresses as opposed to the specified standard.

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 6,578,339.60

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ 6,578,339.60

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~) (decreased)

by: \$ 384,400.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 6,193,939.60

CHANGE ORDER NO. C-_____

Page 2

Change to CONTRACT TIME:

The CONTRACT TIME will be (~~increased~~) (decreased) by 0 calendar days.

The date for completion of all work will be 11/27/2026 (Date.)

Approvals Required:

To be effective this order must be approved by the agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: _____ CONTRACTOR

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ United City of Yorkville



CB&I Storage Solutions
14105 S. Route 59
Plainfield, IL 60544
O: 815-439-6214
C: 224-377-9296
george.johnson@cbi.com

June 17, 2025

United City of Yorkville | South Receiving Station Standpipe

Todd Wells
Project Manager
Engineering Enterprises, Inc.
52-Wheeler Rd.
Sugar Grove, IL 60554

Subject: Value Credit Summary

Dear Todd,

In response to the requested revisions to the project, we are pleased to offer the following value credits:

- **Warranty Adjustment:** Credit for changing the warranty period from 3 years to 1 year - **\$141,900**
- **API Allowable Utilization:** Credit for implementing API allowances - **\$242,500**

Total Value Credit: \$384,400

These credits would be reflected as a change order if the city decided to move forward. Please don't hesitate to reach out if you have any questions or require additional information.

Sincerely,

On behalf of CB&I Storage Solutions,

A handwritten signature in blue ink, appearing to read 'George Johnson', written over a light blue horizontal line.

George Johnson
Business Development Manager



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

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2025-68

Agenda Item Summary Memo

Title: New Vactor 2100i Fan Sewer Cleaner Purchase

Meeting and Date: City Council – July 22, 2025

Synopsis: Proposed trade-in of current unit and purchase of new unit. This purchase was approved in the FY26 Budget.

Council Action Previously Taken:

Date of Action: PW – 7/15/25 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-68

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name

Public Works
Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: July 1, 2025
Subject: Purchase of Sewer Vac Truck

Summary

Staff is proposing the purchase of a new sewer cleaning truck. This purchase is budgeted in the approved FY26 budget in the amount of \$650,000.

Background

The City last purchased a sewer cleaning truck in 2015. 10 years later, it is time for a replacement. The PW department utilizes this truck in the sewer, water, and street department.

As the name implies, our sewer cleaning truck cleans miles of sanitary sewer each year to make sure our mains are working properly and there are no obstructions that can cause backups. This truck also cleans our lift station wet wells and manholes as well.

In the street department, this truck performs the crucial operation of cleaning catch basins and inlets on our storm sewer system each spring and as needed. This is a requirement of our NPDES MS-4 permit. This permit is our general storm water permit that guides us in operating a public storm sewer system. This truck also performs hydro-excavations for light poles and around utilities when performing excavations.

The water department utilizes the truck to assist with water main breaks, general excavation, and hydro-excavating valves and b-boxes when they need repair. This truck saves us time, energy, and money all while making the job safer as well.

Our last truck like this even assisted with a grain bin extrication. It was used like a giant vacuum cleaner to remove grain from around an individual that had become stuck. After having this type of truck for 20 years, it has become an invaluable asset. This truck is vital to all our public works departments and one of our most useful tools.

Unfortunately, these trucks come with a very large price tag. We looked at 3 different brands of trucks, with the average cost being ~\$614,000. Every brand has their own technology and features, but for the most part, the trucks are a giant vacuum for cleaning debris, and a hose reel on the front that can clean 600'-1000' of pipe at a time.

After demonstrating all 3 in the field, we asked the employees that use the truck the most to give us their feedback.

The majority of the employees liked the Vactor brand truck from Standard Equipment. This truck is built right here in Illinois in LaSalle-Peru and serviced in Elmhurst.

Below is a list of the top features that come standard, or that we have specified on this truck with a brief explanation of what they can do for us and why we specified them.

1. RDB (rapid deployment boom) that allows the operator to extend the suction boom out 10' and extends the debris hose out 15' which eliminates the need to put tube extensions on the truck. When we are performing the annual storm sewer catch basin cleaning, this will save us a lot of time and work since we won't have to take the tubes on and off each time, we move more than a few feet.
2. H.A.L.O. (Hands-free accessory lighting option) this is a battery-operated light on a reel that drops into the manhole or wet well, to light it up while we are working in it. Most of the time, you have someone holding a spotlight and shining it in the manhole to light it up. This person is stuck doing that job and can't really move to help with anything else. This accessory will serve as that person and allow us to perform much more efficiently. This accessory is also explosionproof and waterproof which are mandatory in this environment. **This accessory is an additional \$3720**
3. Sludge pump offload system – this will allow us to empty the debris tank while still operating the hydro-excavator. When the crew is repairing a water main break, cleaning storm sewers, or hydro-excavating a large job, we can pump the water out to the storm sewer without stopping operations. Again, this is a tremendous time saver. The crew won't have to break down the truck, leave the site to dump at the Tower Lane site or at YBSD, then return to the site and set up again. **This accessory is an additional \$17,298**

This truck is a very expensive purchase and taken is very seriously. We know that this truck must work for us for 10 solid years, and maybe longer. This truck must be reliable, durable, serviceable, user friendly, and our vendor must be able to provide parts, service, and support throughout this time. We feel that the Vactor Unit and Standard Equipment can do this for us.

The cost of this unit is as follows:

Base Cost Model 2100i w/Western Star Chassis	\$634,033.67
H.A.L.O. Hands Free Accessory Lighting Option	\$3,720
Sludge Pump Offload System	\$17,298
Total Cost of Unit with Accessories	\$655,051.67
<u>Trade in of 2014 Vac Con Combination Machine</u>	<u>\$95,000</u>
Net Cost to City of Yorkville	\$560,061.67

In the approved budget, we have \$650,000 for the cost of the unit and \$125,000 for our trade in. this makes the net cost \$525,000 which creates an overage of \$35,061. To make up for that, staff is proposing to use the savings from the Blackberry North generator that was approved in May.

We originally budgeted \$153,000 for the replacement and the price came in at \$74,000 leaving us a positive balance of \$79,000.

The difference in trade in price and the budgeted amount is due to the fact that all the vendors feel that they would have to replace the tank on the truck because it is becoming too thin and may rupture. They do not feel comfortable reselling the unit as is. The estimated cost of the replacement is about \$75,000.

I have attached the other vendor's quotes along with a breakdown of each quote below.

EJ Equipment Vac Con unit. This is the brand of truck we currently own and operate. We have had less than good luck with this truck, the repairs of been very frequent and expensive and the time for service has been lengthy. This truck also has a twin engine with fan setup, which seems to be the older technology, whereas the other trucks we demonstrated had single engines with hydraulic pumps. This truck did not offer rapid deployment boom either, we feel that feature is a key component for our operations.

The cost of this unit is as follows:

Vac Con CV312HE/1300 Combination sewer cleaner	\$608,761
<u>Trade in of 2014 Vac Con Combination Machine</u>	<u>\$125,000</u>
Net Cost to City of Yorkville	\$483,761

This truck is not available with the rapid deployment boom, the sludge pump system, or the HALO lighting. This is also the 2-engine unit and the brand we currently own and have not been very satisfied with the truck. This truck was also quoted with a Freightliner chassis instead of a Western Star which is approximately a \$25,000 increase. Lastly, the vendor can offer more on trade in since they can replace the tank on the truck for less cost than the other vendors.

The last vendor was Brown Equipment Company. They quoted us a Sewer Equipment of America unit. We had not seen this brand of truck before, even though the company has been around for a long time. This unit had some really nice features, especially with the boom. This unit was more what we are looking for, but they do not offer the rapid deployment boom. We feel this is a key feature that we will utilize to save time and improve safety. This is our second choice of truck, out of the 3 that were tested.

Sewer Equipment of America Model 900	\$599,000
In stock unit discount	\$33,000
<u>Trade in of 2014 Vac Con Combination Machine</u>	<u>\$90,000</u>
Net Cost to City of Yorkville	\$476,000

This truck does include a pump system but does not include the rapid deployment boom or the HALO lighting. This is a demo quote, so there are hours on the machine and miles on the chassis, hence the discounted price.

All of the quotes were Sourcewell contracts.

Recommendation

Staff recommends the purchase of the Vactor 2100i from Standard Equipment with the specified accessories and a Western Star chassis in the amount of in the amount of \$655,051.67 and the trade in of the 2014 Vac Con unit with a credit of \$95,000, for a total cost to the city \$560,061.67.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, AUTHORIZING THE PURCHASE OF A SEWER VAC TRUCK**

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 Public Works Department has determined that the City’s sewer cleaning truck, which is ten years old, must be replaced as it is used in the water, sewer and street department; and

WHEREAS, Standard Equipment of Elmhurst, Illinois (the “*Supplier*”) has submitted a quote for a New Vactor 2100i Fan Sewer Cleaner on a Western Star 47x Chassis with needed accessories (the “*Equipment*”) for a total of \$655,051.67 (the “*Quote*”); and

WHEREAS, the total cost of \$655,051.67 is to be reduced by a credit of \$95,000 for the trade-in of the City’s Van Con Combination Machine; however, the total purchase price remains \$35,061 over budget and the Director of Public Works has requested that this overage be offset by the acquisition of other equipment during this fiscal year which has been under budget; and

WHEREAS, the City used Sourcewell competitive procurement system to obtain the Quote from the Supplier and finds the Supplier’s price to be reasonable; 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 authorize and approve the purchase of the Equipment from the Supplier as hereinafter provided.

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

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

Section 2. The City Administrator is authorized and directed to proceed with the purchase of the Equipment for an amount not to exceed \$655,051.67 and to trade-in the City's Van Con Combination Machine and receive in trade-in credit of \$95,000.

Section 3. That this Resolution shall be in full force and effect from and after 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 CORNELIS	_____	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

STANDARD EQUIPMENT

Subsidiary of Federal Signal Corporation

625 S. Illinois Rt. 83, Elmhurst, IL 60126 • 312-829-1919 • sale@standardequipment.com



Date:

4 - 22 - 2025

Offered By:

Nate Berk
Sales Representative
(312) 208-6383

Equipment Provided for:

The City of Yorkville
100 W. Woodstock St.
Crystal Lake, IL 60014

Equipment Quote



Standard Equipment is pleased to present The City of Yorkville with the following quotation for a New Vactor 2100i Fan Sewer Cleaner on a Western Star 47X Chassis.





Dealership Information

Family-owned and operated since 1969, Standard Equipment Company provides environmental equipment solutions for municipalities, contractors, and companies. We have built a reputation for excellence by offering the finest new equipment, a large selection of parts, excellent service, and unparalleled customer support. We customize environmental equipment solutions for every situation by putting our customer's needs first. Standard's greatest ability is dependability.



Manufacturer Information

Vactor's origins as an American manufacturer go back more than a century, and their expertise and leadership in sewer cleaning date back more than fifty years. In that time, they have been more than a manufacturer. As a pioneer and an innovator, they have found ways to help communities save money, improve the quality of life for people, and improve the productivity and safety of the individuals who operate their equipment.

This commitment to innovation inspired them to create the very first combination sewer cleaner in 1969.

Today, they remain driven to bring you the safest, most capable, versatile, quietest, and most efficient equipment possible. Durable, reliable equipment that delivers the quality and value you deserve and should demand. Equipment you can count on today, tomorrow, and years into the future.

Vactor 2100i

It employs advanced technology that not only enhances the performance of the equipment but the individuals who operate it. Less fatigue. More comfort. Push button operation. Greater precision. Superior power and performance. Controls that truly put the operator in control. All of this in a system designed to be the ultimate in ruggedness, reliability, simplicity, and value.

- **IntuiTouch® one-touch in-cab controls** for PTO/Transfer Case activation at the touch of a button
- **IntuiTouch control panel** that combines all cleaning system functions into one, articulating control panel
- **RDB 1015™ Rapid Deployment Boom** that telescopes out 10' and extends the debris hose down 15' eliminating the need for additional tubes
- **Patent pending H.A.L.O.™** (Hands-Free Accessory Light Option) brings a new level of safety and efficiency to every jobsite
- Low maintenance **Jet Rodder® Water Pump** provides smooth continuous flows and optional "jackhammer" action
- Multi-Flow system offers operation at lower RPM for better fuel economy without sacrificing performance, less component wear and greater product life
- Modul-Flex design provides for maximum capacities and optimum weight distribution on every truck
- Quieter engine design, high ground clearance, lower water fill point and other features to improve the operator experience
- Choose from over 100 precision-engineered enhancements to fully customize your 2100i

Equipment Description

2100i with Single Engine Dual Stage Fan, 12 Yard Debris Body

Equipment Features

- Under Engine Toolbox
- Aluminum Fenders
- Mud Flaps
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Hoist Cylinder
- Handgun Assembly
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- (3) Nozzles with Carbide Inserts with Rack
- Suction Tube Storage
- 1" Nozzle Pipe
- 10' Leader Hose
- Flat Rear Door with Hydraulic Locks
- Dual Stainless-Steel Float Shut Off System
- Fixed Rear Door Pipe Rack -7" Pipe
- Subframe Mounted -2 Pipe Rack -7"
- Lube Manifold, with Lube Chart
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Debris Body-Up Message and Alarm
- Low Water Indicator on Screen with Alarm and Water Pump Flow Indicator
- 3" Y -Strainer at Passenger Side Fill with 25' Fill Hose
- Additional Water Tank Sight Gauge
- Liquid Float Level Indicator
- Single Engine Dual Stage Fan
- Digital Water Pressure Gauge
- Front Joystick Boom Control
- Boom Hose Storage
- Boom Out of Position Message and Alarm
- Rodder System Accumulator - Jack Hammer on/off Control with manual valve
- 3" Y -Strainer at the Water Pump
- Midship Handgun Coupling
- Chassis Engine Cooling Package
- Side Mounted Water Pump
- Digital Hose Footage Counter
- Hose Reel Manual Hydraulic Extend/Retract
- Hose Reel Chain Cover
- Hydraulic Tank Shutoff Valves
- Rodder Pump Drain Valves
- Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity

Equipment Features Continued

- Tachometer/Chassis Engine with Hourmeter
- Water Pump Hour Meter
- PTO Hour Meter
- Hydraulic Oil Temp Alarm
- Circuit Breakers
- LED Lights- Clearance- Back-up- Stop- Tail & Turn
- Tow Hooks- Front and Rear
- Electronic Back-Up Alarm
- 7" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Module Paint- DuPont Imron Elite - Wet on Wet
- Vactor 2100i Body Decal- Standard
- Debris Body Flushout
- Rear Door Valve Flushout
- 6" Rear Door Knife Valve with Camloc - 3:00 position
- 6" Rear Door Knife Valve with Camloc with Port -6:00 position
- Full Rear Door Swinging Screen
- Centrifugal Separators (Cyclones)
- Folding Pipe Rack - Streetside -7" Pipe
- Folding Pipe Rack - Curbside -7" Pipe
- Air Purge
- Additional Water- 1500-Gallon Total
- Digital Water Level Indicator
- Digital Debris Body Level Indicator Tied to Vacuum Relief
- Backpack Wireless Controls with hose reel controls- 2-way communications- and LCD Display
- Rotatable Boom Inlet Hose
- 180 deg. 10' x 15' Rapid Deployment Boom
- Heavy Duty RDB Hose
- 60 GPM/2500 PSI Jet Rodder pump
- Cold Weather Recirculator- PTO Driven- 25 GPM
- Handgun Couplers- Front and Rear
- Hose Reel- Freespool
- Hydro Excavation Kit - Includes Lances with Shield Nozzles- Storage Tray- and Vacuum Tube
- Fan Flushout System
- Cyclone Washout System
- RDB Washout Coupling
- Vactor Standard Manual with Cloud Parts
- 600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD
- Rodder Hose Pinch Roller
- High Pressure Hose Reel
- Hose Wind Guide (Dual Roller)- Auto- Power Indexing
- Front Hose Reel Tool Storage
- Rear Directional Control- LED Arrowstick
- 14 Light Package- 14 Federal Signal Strobe Lights- LED
- Amber Lights for Flashing Light Package

Equipment Features Continued

- LED Mid-Ship Turn Signals
- Worklights (2), Self-Leveling Boom LED
- Worklights (2)- LED- Rear Door
- Worklight- LED- Operators Station
- Worklight- LED- Hose Reel Manhole
- Worklight- LED- Passenger Side
- Worklight- LED- Driver Side
- Camera System- Front- Rear and Both Sides
- Sludge pump off-load hydraulic supply/return lines only
- Safety Cone Storage Rack - Post Style
- Toolbox- Front Bumper Mounted- 16 x 12 x 18 with (2) LED Side Markers
- Toolbox- Behind Cab - 16w 30h x 96d
- Toolbox- Driver Side Chassis Frame- 24w x 24h x 24d
- Toolbox- Driver Side Subframe- 60w x 20h x 12d
- Vactor Logos – Applied

Chassis Information:

- Chassis Year – 2025
- Chassis Make – Western Star
- Chassis Model – 47X
- Chassis GVWR – 66,000 lbs.
- Chassis Powertrain – 370 HP, Automatic Transmission, Tandem Axle 6x4

Additional Options

- | | |
|---|--------------|
| ○ H.A.L.O. (Handsfree Accessory Light Option) | +\$3,720.00 |
| ○ Sludge Pump Offload System - 4" Rear Door | +\$17,289.00 |

*Additional Options are **NOT** included in the total quoted price.

Trade-In Information

Chassis

- 2014
- Peterbilt
- Paccar
- VIN: 2NP3LJ0X8FM266717
- Miles: 20,761
- Hours: 3,882

Body

- 2014
- Vac-Con
- Dual Engine Combination Machine
- S/N: V312LHAE-0

*Miles and hours are based on when the unit was inspected on 3/25/2025

Price Quote



Standard Equipment and Vactor are proud holders of a Sourcewell competitively bid procurement contract. Sourcewell allows government agencies to control the cost of procurement and ensure that they are getting the equipment they want at a competitively bid price. For more information about Sourcewell, you can find them on the web at www.sourcewell-mn.gov.

Quotes include all Tax, Title, and License Fees if applicable.

Item Description	Delivered Cost
New Vactor 2100i Sewer Cleaner 2025 Western Star 47X Chassis	\$634,033.67

Sourcewell contract 101221-VTR

Unit Purchase Price

1. Please note that the prices quoted are subject to applicable tariffs and duties, which may affect the final cost.
2. Below is the trade value assigned to the equipment shown on page 7 of this quote. For the value shown, Standard Equipment expects to take possession of the machine to be handed over at the time of trade in the same condition, (normal wear and tear notwithstanding), as on the evaluation date of March 25th, 2025.
3. Standard Equipment must review trade-in equipment 30 days prior to delivery and requests that the machine is/has:
 - a. Made available for inspection.
 - b. DOT compliant - Recent D.O.T. is/has been performed within 30 days.
 - c. No active check engine/transmission warning lights illuminated.
 - d. Proof of available Title i.e., photocopy of front and back.
4. Standard Equipment has the right to reject the trade-in if terms 2 and 3 are not met.
5. Price does not include state or local taxes.
6. Price includes title and plating fees.
7. FOB Standard Equipment Elmhurst, Illinois 60126.
8. Quote is valid for 7 days from 4/22/2025.
9. Payment is due at the time of purchase.

Unit Total Price:	\$634,033.67
Unit Quantity:	-\$95,000.00
Total Quoted Price:	\$539,033.67

I/we have read and understand the terms outlined below and on the reverse and agree to them as part of this order as if they were printed above my/our signature(s). The above and the terms below and on the reverse shall comprise the entire agreement affecting this purchase and no other agreement, understanding, representation, condition or warranty either expressed or implied by law or otherwise is part of this transaction. Unless otherwise specified the Purchase price is payable in cash on the date of delivery of the Equipment to the carrier. It is understood and agreed that the Purchase Price is subject to increase at anytime without notice by JJE to the extent that JJE has incurred increased cost between the date hereof and the delivery date caused by increases in manufacturers' list prices, government regulations, freight rates, labour costs and other causes beyond JJE's control. The Purchaser acknowledges having received a true copy hereof. This agreement is not subject to annulment or cancellation by the Purchaser without prior written consent of JJE.

The City of Yorkville

X

Signature

Name: _____

Date: _____

Standard Equipment Company

X

Signature

Name: Greg Zukowski

Date: 4/22/2025

Terms and Conditions

1. Payment in full is required at time of delivery. The sale price specified on page one of this Agreement does not include taxes or shipping and other transportation charges. Unless otherwise specified, all shipments are F.O.B. Elmhurst IL. The Purchaser shall pay all insurance, taxes, shipping charges, and other costs or expenses relating to the sale and transfer of the Equipment, it being the intent that the sales price shall be net to the JJE of any and all costs or expenses. In the event of cancellation of this agreement, the Purchaser shall assume all costs associated with the cancellation. All Purchaser supplied chassis must meet the requirements of the body manufacturer and Joe Johnson Equipment ("JJE"). The costs of any chassis modifications or repairs shall be borne by the Purchaser. All warranty work is F.O.B. JJE, Elmhurst IL.
2. RISK OF LOSS. After delivery of the Equipment in good order to the Carrier of Purchaser's choice, risk of loss shall be with the Purchaser and JJE's responsibility shall cease. As long as JJE remains unpaid it shall have a lien on the Equipment and shall have a right to repossession and disposal of the Equipment notwithstanding delivery to the Carrier.
3. SHIPPING. a) If shipment is delayed beyond the time stipulated pursuant to this Agreement by any cause beyond the control of JJE, the delivery date shall be extended for a period equal to the delay due to such cause. JJE will in no way be held liable for loss or damages, direct or consequential, due to delays in delivery caused by events outside our direct control. b) If shipment is delayed by fault of the Purchaser, payment of the Purchase Price shall not be delayed thereby and the Equipment shall be at the Purchaser's risk of damage or loss from any cause whatsoever and any expense incurred in handling, storage or insuring the Equipment shall be paid by the Purchaser.
4. WAIVER OF CLAIMS. Acceptance of the Equipment by the Purchaser from the Carrier will constitute a waiver of all claims against JJE for damage or delay from any cause.
5. TITLE. Title to the Equipment and to all repairs, replacements of and accessions to the Equipment shall not pass to the Purchaser after delivery but shall remain in JJE until payment in full of the Purchase Price together with all other amounts due hereunder.
6. DEFAULT. If the Purchaser defaults in compliance with any term or condition of this Agreement, or defaults in payment of any installment of the Purchase Price or any applicable taxes or charges relating to the Equipment, or uses the Equipment for an illegal purpose, or if levy is made upon the Equipment, or if any bankruptcy, receivership, winding-up or insolvency proceedings are instituted by or against the Purchaser, or if at any time JJE deems itself insecure in respect of the foregoing then and in any such events the entire balance of the Purchase Price and all notes given therefore together with all expenses, costs and solicitors fees incurred by JJE in the collection of the Purchase Price shall become immediately due and payable on account of the Purchase Price shall remain the property of JJE as payment for the use and depreciation of the Equipment and not as a penalty.
7. REPOSSESSION AND REMEDIES. Subject to the applicable laws:
 - a) JJE, in addition to all remedies available at law or hereunder, may take possession of the Equipment without notice or demand and without legal process and for the purpose of taking possession of and removing the Equipment JJE or its assigns or agents may enter into or upon the Purchaser's lands and premises using such forces as is necessary in the circumstances. The Purchaser hereby waives all claims for damages arising out of the re-possession, removal or re-sale of the Equipment as against the Purchaser or Purchaser's assigns.
 - b) If the Equipment comes into possession of JJE through the re-possession, voluntary surrender thereof by the Purchaser or otherwise, JJE may at its option sell the Equipment for its own account or may re-sell the Equipment on behalf of the Purchaser either at a public or private sale in such manner and for such amount and upon such terms as JJE may deem proper with or without notice, and prior to any sale JJE may house or store the Equipment and repair or re-condition the same, and JJE may bid and purchase on any sale. From the proceeds of any sale JJE may deduct all expenses for the re-taking, housing, storing, repairing, re-conditioning and selling of the Equipment including the costs of JJE's solicitors as between solicitor and client.
 - c) JJE shall also have the right to sue the Purchaser for any amount which is due and unpaid and such rights shall not be affected by the re-possession and sale of the Equipment nor shall the right of re-possession and sale be merged in any judgment JJE may recover on any notes given for the Purchase Price for any security therefore. The execution and delivery of promissory notes or the entry of judgment for any amount which is due and unpaid or the taking of additional security therefore shall not constitute payment or a waiver of any term, provision or condition herein contained. JJE shall have the right to enforce one or more remedies successively or concurrently and such action shall not operate to stop or prevent JJE from pursuing any other remedy which it may have.
8. LIABILITY AND INDEMNIFICATION. JJE shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in the operation of the Equipment, nor for any damages resulting to Purchaser by reason of any delays or any alleged failure of the Equipment to operate. Purchaser shall defend, indemnify and hold harmless JJE, its subsidiary and affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to employees of Purchaser, as a result of the maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Purchaser's failure to comply with this order.
9. INTERPRETATION / CHOICE OF LAW. The Purchaser and JJE agree that this Agreement shall be interpreted, construed and be governed by and in accordance with the laws of the State of Illinois. The Purchaser and JJE further agree that should any term or condition, or any part thereof, contained in this Agreement be unenforceable or prohibited by present or future provincial or federal laws, then such term or condition, or part thereof, shall be ineffective to the extent of such unenforceability or prohibition. Failure at any time by JJE to exercise any of its rights under this Agreement shall not constitute a waiver thereof nor prejudice JJE's right to enforce it thereafter.
10. ENTIRE AGREEMENT. It is acknowledged and agreed that this Agreement constitutes the entire agreement between JJE and Purchaser and there are no representations, warranties, conditions or guarantees, expressed or implied, statutory or otherwise, other than contained herein.
11. DISCLAIMER. Except as may be expressly set out in the Description of Equipment term of this Agreement there are no expressed or implied warranties on the part of JJE as to the quality, merchantability, capability or fitness for a particular purpose of the equipment which is the subject of this agreement.
12. INTEREST. Interest on any overdue payment shall be at the rate of eighteen (%) percent per annum, without prejudice to any other conditions of this Agreement.
13. INSURANCE. The Purchaser hereby undertakes to keep the Equipment fully insured against loss by reason of accident, fire, theft and all other risks to an amount not less than the amount owed to JJE, such insurance being payable to JJE, until the Purchase Price of the Equipment together with all interest and costs which may have been incurred, have been paid. The Purchaser undertakes to supply evidence of such insurance satisfactory to JJE upon demand. If the Purchaser does not place such insurance on the Equipment, JJE shall have the right to affect such insurance at the expense of the Purchaser, who hereby undertakes to pay the premium for the same.
14. TRADE-INS. The Purchaser hereby warrants and represents that all equipment and machinery granted, sold or assigned to JJE in connection with this Agreement in satisfaction of the Purchase Price or otherwise shall be free and clear of all liens, levies, charges and encumbrances. The Purchaser further agrees to indemnify and hold harmless JJE from and against liens, levies, charges and encumbrances that the Purchaser may be required to pay or discharge in respect of such machinery or equipment.
15. FURTHER ASSURANCES. This Agreement may be assigned by JJE without notice to Purchaser. Purchaser may not assign this Agreement without JJE's consent, which may be withheld at JJE's sole discretion. The Purchaser hereby authorizes JJE to file such financing statements and do such acts, matters and effects as JJE may deem appropriate to protect its interests in the Equipment until payment in full of the Purchase Price together with all amounts due hereunder.



Vac-Con Combination Sewer Cleaner PRO Reel Mounted on Freightliner 114SD 6x4 Chassis

Main Information

Model	312HE/1300
Vacuum System	3-Stage Centrifugal Fan, Hydrostatic Drive
Boom	10' Aluminum Telescoping Boom
Hose Reel	PRO Reel (Precision Reel Operation) Articulating to driver's and curb side (800 x 1" Capacity)
Jet Rodder Hose	600' x 3/4" Jet Rodder Hose
Water System	60 GPM @ 3000 PSI , GIANT, GM 6.0 GAS 172 HP

Standard Equipment:

Vacuum Drive: Hydrostatic via transfer case
1/4" Corten Steel Debris Tank
Full opening rear door
Hydraulic rear door locks, with door grabber with safety latch
5" Butterfly valve with 10' lay flat hose
Debris tank Dumping: minimum 50 deg., hydraulic scissors lift - power up/power down
Cross-linked polyethylene water tank
Automatic Vacuum Breaker and overfill protection
8" vacuum intake hose
Hose guide (Tiger Tail)
20 GPM @ 750 PSI wash down handgun with 25' of hose and nozzle
1) each sanitary and penetrator nozzle
20.5' aluminum intake pipe (1-3', 1-5', 1-6', and 1-6.5' nozzle)
12-month standard warranty

Debris Body Options

Qty Description

- 1 6" Knife Valve with Center Post and Handle
- 1 A Flat Style Rear Door
- 1 Built in Body Prop - Support Frame Mounted
- 1 Debris Body "Power Flush" System, 8 jets
- 1 Rear splash guard - tank mounted
- 1 Screen assembly over drain in debris tank

Water System Options

Qty Description

- 1 1/4 turn ball valve tank drain
- 1 Air Purge Winterization System
- 1 Power Guide "Reel Power" level wind guide
- 1 Hydroexcavation Package Includes: 50-foot hose reel with, 1/2" lance with single forward spray nozzle, Storage tubes, Heavy duty unloader valve, Main control ball valve, Variable flow valve
- 1 Spray Gun, High Pressure, Variable Spray ENZ

- 1 Pre-Tank Water Filter (In-line)
- 1 Water Pump Remote Oil Drain
- 1 Winter Recirculating connection for high pressure circuit.
- 1 Winter Recirculating System for Rodder Hose

Misc Machine Options

Qty Description

- 1 Automatic Lube Kit for Centrifugal Compressor
- 1 Auxiliary Engine Remote Oil Drain
- 1 Cone Rack, Hinged Style/Deck
- 1 Long Handle Storage Placement - Mounted in Storage Box Under Shelf
- 1 Remote Boom Grease Zerk Assembly (Ground Level - includes water pump drive)
- 1 Remote Debris Tank Grease Assembly (Ground Level)
- 1 Transfer Case Vacuum Drive
- 1 Behind Cab Boom Support frame mounted
- 1 Aux Engine Driven Hydraulics

Lighting & Electrical Options

Qty Description

- 2 Mirror Mounted LED Strobe Light with Limb Guard - Whelen L31HAF
- 1 LED 6 Strobes - (2) front bumper / (2) mid-ship / (2) rear bumper - Whelen TLIF Amber/White
- 1 LED Arrow stick - Whelen TAM85 Traffic Advisor
- 1 LED Boom Mounted Flood Lights with Limb Guard - Whelen
- 1 LED Flood Light - Level Wind Guide - Whelen
- 1 LED Midbody Flood Lights with guards - Whelen (Driverside and Curbside)
- 1 LED Rear Mounted Flood Lights with Limb Guard - Whelen
- 1 Remote Control (Wireless): Boom, Vacuum Breaker, Throttle & Debris Body
- 2 Traffic Safety Camera with Color Monitor – Rear and front PRO Reel
- 1 Precision Power System (OPP)-Electronic Controller System-Includes: a color monitor, electronic footage counter, water tank level indicator and pressure compensated hydraulics

Nozzles & Leader Hose

Qty Description

- 1 3/4" x 15' Length Leader Hose
- 1 3/4" Nozzle rack
- 1 HD Ripsaw with coupler

Toolboxes & Pipe Storage Racks

Qty Description

- 1 Aluminum Storage Box 16" X 42" X 96", Behind Cab
- 2 Aluminum Toolbox, 30"W x 20"H x 20"D, Rear mounted
- 1 Aluminum Toolbox, 24"W x 35"H x 18"D, Side mounted
- 1 Lazy Susan Pipe Rack (Holds 5 Pipes)

Vacuum Tubing

Qty Description

- 1 5' x 8" Aluminum Pipe, extra
- 1 8" Quick Clamp, spare

Paint

Qty Description

- 1 Paint: TBA

Truck Chassis Information

Freightliner 114SD Plus 6x4 66000GVWR ISL370 3000RDS

E J EQUIPMENT, INC.
PO Box 665 • 6949 N. 3000 E. Rd.
Manteno, IL 60950
PH: (815) 468-0250 • Fax: (815) 468-8055
www.ejequipment.com



Ship To: IN STORE PICKUP

Branch 01 - CENTRAL		
Date 02/19/2025	Time 14:33:05 (O)	Page 1
Account No. YORKV001	Phone No. 6305534350	Estimate No. Q05846
Ship Via		Purchase Order
Tax ID Number		
ERIC LESAGE		Salesperson S23 / S23

Invoice To: CITY OF YORKVILLE
610 TOWER LANE
YORKVILLE IL 60560

Attention: John Bauer

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** QUOTE VALID: 03/21/2025 Amount

VAC-CON V312HE/1300 LHP COMBINATION SEWER CLEANER 608761.00
MOUNTED ON A FREIGHTLINER 114SD, 6X4 CHASSIS
PLEASE SEE ATTACHED BUILD SHEET FOR EQUIPMENT SPECS

Trade Ins
=====

Serial #: 08146924 125000.00-
2014 VAC-CON V312 COMBINATION SEWER CLEANER

Authorization: _____ Subtotal: 483761.00
Quote Total: 483761.00

X

Received By

E J EQUIPMENT, INC.
PO Box 665 • 6949 N. 3000 E. Rd.
Manteno, IL 60950
PH: (815) 468-0250 • Fax: (815) 468-8055
www.ejequipment.com



Ship To: IN STORE PICKUP

Branch 01 - CENTRAL		
Date 02/19/2025	Time 14:33:05 (O)	Page 1
Account No. YORKV001	Phone No. 6305534350	Estimate No. Q05846
Ship Via		Purchase Order
Tax ID Number		
ERIC LESAGE		Salesperson S23 / S23

Invoice To: CITY OF YORKVILLE
 610 TOWER LANE
 YORKVILLE IL 60560

Attention: John Bauer

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** QUOTE VALID: 03/21/2025 Amount

VAC-CON V312HE/1300 LHP COMBINATION SEWER CLEANER 608761.00
 MOUNTED ON A FREIGHTLINER 114SD, 6X4 CHASSIS
 PLEASE SEE ATTACHED BUILD SHEET FOR EQUIPMENT SPECS

Trade Ins
 =====

Serial #: 08146924 125000.00-
 2014 VAC-CON V312 COMBINATION SEWER CLEANER

Authorization: _____ Subtotal: 483761.00
 Quote Total: 483761.00

X

Received By



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q14706
6/10/2025

Bill To

City of Yorkville IL
610 Tower Ln
Yorkville IL 60560
United States

Ship To

City of Yorkville IL
610 Tower Ln
Yorkville IL 60560
United States

TOTAL

\$476,000.00

Sales Rep: Craig Miskowicz

Expires

7/10/2025

PO #**Quote Information****Shipping Method**

Item	Description	Qty	Price	Extended Price
SEWER-900-12-TA-SPP	SEWER EQUIPMENT COMPANY OF AMERICA MODEL 900-ECO-12-TA-SPP CHASSIS - WESTERN STAR,47XSF IN STOCK UNIT VIN :5KKHBPDV0SLVL2490 SEE ATTACHED BUILD SHEET FOR SPECS	1	\$599,000.00	\$599,000.00
BEC SALES ALLOWANCE - UNDERGROUND	PARTNERS DISCOUNT	1	(\$33,000.00)	(\$33,000.00)
Trade In Discount	MAKE:VACON MODEL: YEAR:2015 VIN:2NP3LJ0X8FM266717 *Must pass DOT inspection. *Must be in similar working condition as to when trade- in evaluation was performed.	1	(\$90,000.00)	(\$90,000.00)

Payment Information

A 3% fee will be applied to credit card transactions process through our system. Please note that this fee will only be applied to credit card transactions, and all other payment methods will remain without any additional fees, including the option to pay via ACH. For inquiries about this update or assistance with setting up ACH payments, please contact accounting@brownequipment.net.

Subtotal \$476,000.00

Tax (0%) \$0.00

Total \$476,000.00

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q14706
6/10/2025

FINAL INVOICE AMOUNT MAY BE SUBJECT TO ADDITIONAL MATERIAL AND MANUFACTURING SURCHARGES INCLUDING ANY TARIFFS THAT MAY ARISE. THIS ESTIMATE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS ESTIMATE.

PLEASE NOTE THAT A RESTOCKING FEE AND SHIPPING COSTS MAY BE ADDED TO ELIGIBLE PART RETURNS.

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



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Vehicle Quote

#Q14706
6/10/2025

TERMS AND CONDITIONS

1. **ACCEPTANCE.** This quotation is an offer to sell products (equipment and/or parts) and/or service to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Warranties are per manufacturer's written warranty or unless specified. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller's is capable of settling any such labor problem.

6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the goods purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Indiana law to any claims its buyer might assert against Seller with respect to goods repaired, manufactured or sold by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Evansville, IN or the common pleas court for Vanderburgh County, Indiana. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. **PASSAGE OF TITLE.** Except with respect to title for vehicles that have a certificate of title or for equipment vehicles for which the full purchase price has not been paid, title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or re-consign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation. With respect to title for vehicles that have a certificate of title or vehicles for which the full purchase price has not been paid to the Seller, title will only transfer on the delivery of the certificate of title and payments due from the Buyer to the Seller has been paid in full. After the Buyer takes possession of a piece of equipment from the Seller, the risk of loss passes to the Buyer regardless of whether the legal title is transferred to the Buyer. Buyer will indemnify and hold harmless the seller with respect to any losses, damages, or claims related to the vehicle(s) after the Buyer receives possession of the vehicle(s), including any attorney's fees or costs associated with the indemnity or the enforcement of the Seller's rights herein.

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



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2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q14706
6/10/2025

8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-½% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify for itself that they conform to the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. **TAXES.** Any applicable sales, excise and/or use taxes, if any, due under the laws of any state, any local government authority, or the federal government of the United States, in connection with the purchase and sale of any equipment, parts, and/or services shall be the responsibility of the Buyer.

16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

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Vehicle Quote

#Q14706
6/10/2025

19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of five (5) days after the wanted date shown on the face of the order or within five (5) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or

(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 50% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Indiana. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Evansville, Indiana, or, in the absence of jurisdiction, the Vanderburgh County Court of Common Pleas in Evansville, IN.

Name(Printed)

Signature

Title

Date

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input checked="" 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 checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Public Works Committee #3

Tracking Number

PW 2025-69

Agenda Item Summary Memo

Title: Cannonball Estates SSA Plan

Meeting and Date: City Council – July 22, 2025

Synopsis: Please see below for agenda item notes.

Council Action Previously Taken:

Date of Action: PW – 7/15/25 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-69

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson
Name

Administration
Department

Agenda Item Notes:

At the time of packet creation, updated packet materials for the Cannonball Estates SSA budget
were not available. The updated packet materials will be distributed via a supplemental packet
prior to the meeting, or the packet materials will be verbally presented at the meeting.



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input checked="" 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 checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #5

Tracking Number

PW 2025-69

Agenda Item Summary Memo

Title: Cannonball Estates SSA Plan

Meeting and Date: Public Works Committee – July 15, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: July 10, 2025
Subject: Cannonball Estates SSA Plan

Summary

Discussion of the Cannonball Estates common area maintenance, including implementation of a backup SSA and the communication strategy to residents.

Background

A few months ago, the City was notified by the last remaining Cannonball Estates HOA board member that the HOA board had effectively disbanded, that no dues were being collected from the subdivision residents, and that maintenance on the common areas had ceased. The board member asked the City to begin maintenance of the common areas, and indicated they would spend the remaining HOA funds on detention basin maintenance, per the City's directions after our last basin inspection. Since then, the City has mowed the berm and tracked the cost, and has researched our ability to implement the backup HOA SSA.

The City has the ability to accept maintenance of the common areas in the subdivision through the backup HOA SSA. This subdivision's backup HOA SSA was created in a way that allows the City to simply do the maintenance, and then file an annual HOA SSA tax levy at the end of the calendar year. Accordingly, we have drafted the following proposed annual budget:

Cannonball Estates Units I and II

	Work Item	Quantity	Unit	Price	Cost	Yr. Cost
1	Mowing	4.3	AC	\$60	\$258	\$7,224
2	Edging	1	LS	\$7,500	\$7,500	\$7,500
3	Mulch	350	CUYD	\$75	\$26,250	\$26,250
4	Tree Trim	1	LS	\$10,000	\$10,000	\$10,000
5	Tree Repl.	10	EA	\$500	\$5,000	\$5,000
6	Pond Mowing	2.56	AC	\$60.00	\$154	\$4,301
7	Pond Maint.	1	LS	\$3,000.00	\$3,000	\$3,000
Yearly Cost						\$63,275
Mgmt. Fee 15%						\$9,491
Total Cost						\$72,766
Cost per Home (111 lots)						\$656

Of note on the prior budget estimate, there is a fair amount of deferred maintenance in the subdivision that should be completed according to City standards. We would expect the annual fee to drop to between \$400 and \$500 per home after a few years. Additionally, the management fee is a ballpark cost estimate, and reflects the City having to outsource the management of the various maintenance programs to an outside firm. The City has not contacted any management companies yet, and this cost may change.

Per common understandings at time of subdivision approvals, the City does not wish to be responsible for common area maintenance of any subdivision. Accordingly, we wish to communicate with the residents a last chance notice to reform their HOA and take on the responsibility of common area maintenance (which allows them to control and plan their own dues) vs. leaving it to the City (where they will have no control over the maintenance or the dues). Thus, we have drafted a letter to every home in the subdivision (attached). We seek the City Council's feedback on the letter and the general communication process moving forward.

Recommendation

Staff seeks review of the annual budget and letter to the residents. If the City Council agrees with those two items, we would seek to send the letter to residents in the next few weeks, and bring the issue back to a committee meeting later in the calendar year in advance of the tax levy contemplated for the end of the calendar year.



United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

July X, 2025

<HOA Contact Name>

<Mailing Address>

<City, State Zip>

Dear <HOA Contact Name>,

It has come to the City's attention that the Cannonball Estates Homeowner's Association (HOA) has ceased maintaining the common areas within your subdivision. City staff has confirmed with the Association's representative that there are currently no plans to resume this maintenance moving forward.

Cannonball Estates Subdivision is subject to a backup Special Service Area (SSA), which enables the City to perform the necessary maintenance and recover the associated costs through a tax levy applied to each subdivision residents' property tax bills. This backup SSA and an annual SSA tax levy can be implemented by the City unilaterally.

Based on our current estimates, the cost to maintain the common areas is approximately \$656 per home annually. While this amount may decrease in future years, there is significant deferred maintenance that must be addressed during the initial year of the City-led maintenance.

The maintenance of common areas is a subdivision specific responsibility, agreed to by the City and the property owners of your subdivision when the subdivision was approved by the City Council in 1999. This arrangement of common area maintenance responsibility by the residents of each subdivision is in place in most subdivisions in the City built in that era. The City prefers that you and your neighbors reconstitute the HOA and perform the common area maintenance, which would allow you full control of what maintenance work occurs, when it occurs, and how much it costs to complete said work. Therefore, unless the HOA notifies the City it will resume full maintenance responsibilities prior to [INSERT DATE], the City intends to proceed with enacting the SSA tax levy on [INSET DATE] and assume maintenance of the common areas.

We appreciate your efforts to work cooperatively with the City of Yorkville. If you have any questions or need additional information, please contact me at 630-553-4350 or bolson@yorkville.il.us.

Sincerely,

Bart Olson
City Administrator

October 11, 2000

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ORDINANCE NO. 2000-56

**ENABLING ORDINANCE TO CREATE SPECIAL TAX SERVICE AREA 2000-53 FOR
CANNONBALL ESTATES SUBDIVISION**

NOW COMES, ALANDALE FARMS & DEVELOPMENT CORPORATION, "OWNER"
of CANNONBALL ESTATES SUBDIVISION, and the UNITED CITY OF YORKVILLE herein
after referred to as "CITY" who agree to create a back-up Special Tax Service Area upon the
following terms and conditions:

WHEREAS, ALAN DALE FARMS & DEVELOPMENT CORPORATION, OWNER,
wishes to provide additional security to the UNITED CITY OF YORKVILLE for purposes of
guaranteeing unique and special municipal services to the CANNONBALL ESTATES
SUBDIVISION and to provide a back-up mechanism for subdivision signage, common areas and
detention within the subdivision in the event the Homeowners Association or Developers thereof fail
to maintain those features; and

WHEREAS, the owner of 100% of the subject real property hereinafter described in the
attached Exhibit "A" has entered into a Declaration of Covenant and Restrictions providing for
repair and maintenance of monuments, signage, landscaping, other common area maintenance

responsibilities, and administrative expenses for said Development; and

WHEREAS, the Declaration of Covenants and Restrictions of record dated _____
_____ have provided a primary duty with the Homeowners Association of the CANNONBALL
ESTATES SUBDIVISION to have maintenance and repair responsibility for the above specified
purposes; and

WHEREAS, the CITY is desirous of providing a back-up mechanism providing for the
payment of any cost of maintenance and repair of the above-described purposes as well as any
common elements, and subdivision entrance monumentation and signage to the CANNONBALL
ESTATES SUBDIVISION and if the Homeowners Association of the CANNONBALL ESTATES
SUBDIVISION does not satisfactorily, in the opinion of the City Administration of the UNITED
CITY OF YORKVILLE, maintain those items above listed up to a safe and passable standard for
the residents of said CANNONBALL ESTATES SUBDIVISION that a mechanism be established
in order to provide that services are provided, which shall not become a tax burden on the general
citizenry of the UNITED CITY OF YORKVILLE; and

WHEREAS, pursuant to 35 ILCS 200\27-5 et. seq. provides for the creation of Special Tax
Service Area for the provision of municipal services to be assessed to a given area to finance those
maintenance and improvements to the specifically designated area, providing unique and special
services contained in said Special Tax Service Area; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE UNITED
CITY OF YORKVILLE AS FOLLOWS:

SECTION I

That a Special Tax Service Area is created for the above-stated purposes in the CANNONBALL ESTATES SUBDIVISION covering all platted lots within said SUBDIVISION, known as "CANNONBALL ESTATES SUBDIVISION".

That the area designated for coverage by said Special Tax Service Area is as set out in the attached Exhibit "A" to this Ordinance.

SECTION II

That said Special Tax Service Area is being created as a secondary source of financing to provide for any maintenance and repair of landscaping, subdivision entrance monumentation, and signage within common areas not carried out by the Cannonball Estates Homeowners Association as well as the associated administrative expenses incurred by the CITY.

SECTION III

That prior to the imposition of any levy of taxes pursuant to an act creating a Special Tax Service Area Tax Act, 35 ILCS 200\27-5 et seq., a hearing shall be held in accordance with said Statute providing for the amount of taxes to be levied, the purposes for which said taxes are levied, and the necessity of levying said tax against the CANNONBALL ESTATES SUBDIVISION only in the event that the Homeowners Association of said Subdivision or Developer does not maintain the above specified improvements, as well as common areas, subdivision entrance monumentation and signage of said Subdivision in a safe and passable manner.

SECTION IV


That any tax so levied shall be levied based on the assessed value of each of the taxable units located within said Subdivision. Notification of said levy shall be given in accordance with said Statute above cited in conformance with Illinois Compiled Statutes as to each individual dwelling unit owner on any platted lot in said Subdivision.

SECTION V


The UNITED CITY OF YORKVILLE shall have power to issue Bonds pursuant to said Special Service Area Tax Act to complete said work and to levy repayment on an annual real estate tax bill basis against each dwelling unit within the CANNONBALL ESTATES SUBDIVISION; but in no event shall said assessment exceed \$.50 per \$100.00 of equalized assessed valuation.

THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT UPON ITS PASSAGE
AND APPROVAL.

PAUL JAMES



RICHARD STICKA



VALERIE BURD



LARRY KOT



DAVE DOCKSTADER



MIKE ANDERSON



ROSE SPEARS



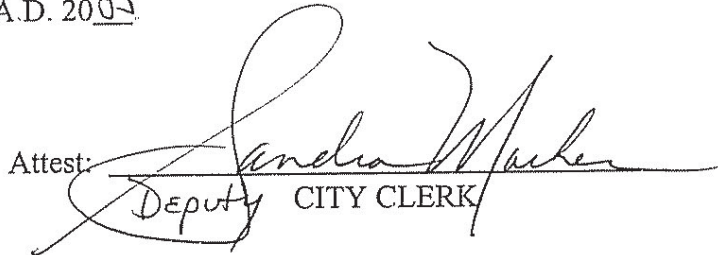
THOMAS SOWINSKI



APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
26th day of October, A.D. 2009.


MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this
26th day of October, A.D. 2009.

Attest: 
Deputy CITY CLERK

Prepared by and return to:
Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.9500

LEGAL DESCRIPTION

Commencing at the Northwest corner of Oak Knolls Subdivision; thence North $22^{\circ}13'29''$ East along the center line of Cut-Off Road, 746.59 feet (this point hereinafter referred to as point A); thence North $63^{\circ}17'14''$ West, 441.97 feet; thence North $29^{\circ}57'14''$ West, 65.90 feet; thence North $08^{\circ}46'46''$ East, 138.82 feet for a point of beginning; thence North $82^{\circ}38'28''$ West along a line which extended intersects the West line of the Southwest Quarter of said Section 20, 147.18 feet southerly of the Northwest corner of said Southwest Quarter, 773.17 feet to a point which is 1885.72 feet, as measured along said extended line, easterly of said West line; thence North $04^{\circ}21'17''$ East, 1549.95 feet to the center line of Faxon Road; thence South $80^{\circ}35'51''$ East along said center line, 1928.17 feet to the center line of Cut-Off Road; thence South $26^{\circ}48'57''$ West along said Cut-Off Road center line, 1563.73 feet to a point which is 356.10 feet, as measured along said center line, northerly of point A aforesaid; thence North $83^{\circ}07'22''$ West, 551.70 feet to the point of beginning in Bristol Township, Kendall County, Illinois, and containing 56.607 acres.

October 11, 2000

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

ORDINANCE 2000- 57

**AN ORDINANCE ESTABLISHING SPECIAL
TAX SERVICE AREA NUMBER 2000 03 FOR
CANNONBALL ESTATES SUBDIVISION**

BE IT ORDAINED BY THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Authority to Establish Special Service Area.

Special Service Areas are established pursuant to Article VII, Section 7, of the Constitution
of the State of Illinois, in force July 1, 1971, which provides:

"Counties and municipalities which are not home-rule units shall have only powers granted
to them by law and the powers...(6) to levy or impose additional taxes upon areas within their
boundaries in the manner provided by law for the provision of special services to those areas
and for the payment of debt incurred in order to provide those special services."

and are established pursuant to the provisions of an Act to provide the manner of levying or
imposing taxes for the provision of special services to areas within the boundaries of home-rule
units and non-home-rule municipalities and counties and pursuant to the Revenue Act of 1939.

SECTION 2: Findings.

A. The question of the establishment of the Special Tax Service Area hereinafter

described as a Special Tax Service Area is considered by the City Council pursuant to an Ordinance entitled "Enabling Ordinance to Create Special Service Area 2000-56 for Cannonball Estates Subdivision", in the United City of Yorkville, and pursuant to a waiver and consent to the imposition of a Special Tax Service Area executed by the owner of 100% interest in said subdivision, without the necessity of any public hearing, or period for objection pursuant to 35 ILCS 200/27-5 (1998).

B. The special tax shall be levied and shall be assessed as follows on all of the real property included in the special service area:

A maximum of (percent of assessed valuation), i.e.; \$.50 per \$100.00 of equalized assessed valuation. Said assessments may be made at any time by City Ordinance for an indefinite period of time; or for a time determined in said Ordinance after all required public hearings. At the hearing, all persons affected will be given an opportunity to be heard. The assessment made at said hearing will only be for the purpose of accomplishing extraordinary and unique repairs and maintenance as set out above in said subdivision. It is necessary to provide a back-up method to insure that monuments, signage, and landscaping within the common areas of Cannonball Estates Subdivision, as well as any other common areas designated in the Declaration of Covenants and Restrictions dated _____ and Final Plats of the Cannonball Estates Subdivision, to the Recorder of the United City of Yorkville a source of funding in the event said Homeowner's Association fails to maintain and repair said facilities in a safe and useable condition as is determined by the City Council of the United City of Yorkville. The United City of Yorkville shall further be reimbursed for any administrative costs incurred if any assessment is necessary to be made. This program is necessary for public safety and is in the best interest of maintaining real property values within the Cannonball Estates Subdivision as described in the attached Exhibit "A".

C. Prior to the assessments being made for any part of the work done listed above, the United City of Yorkville shall give the persons affected advance notice of a Public Hearing as per Illinois Compiled Statutes governing Special Tax Service Areas to be held so that input may be had as to said assessment

SECTION 3: This Special Tax Services Area shall run for an indefinite period of time.

SECTION 4: All Ordinances or parts of Ordinances in conflict with these provisions are repealed.

SECTION 5: This Ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.

PAUL JAMES



RICHARD STICKA



VALERIE BURD



LARRY KOT

DAVE DOCKSTADER



MIKE ANDERSON



ROSE SPEARS



THOMAS SOWINSKI



APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
24th day of October, A.D. 2020.

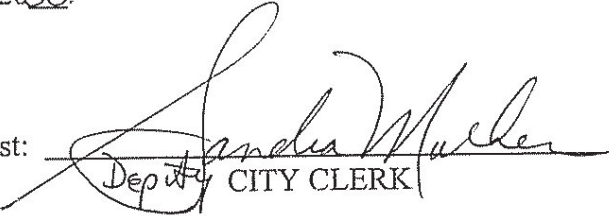


MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this

26th day of October, A.D. 2000.

Attest:


Deputy CITY CLERK

Prepared by:
Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.9500

LEGAL DESCRIPTION

Commencing at the Northwest corner of Oak Knolls Subdivision; thence North $22^{\circ}13'29''$ East along the center line of Cut-Off Road, 746.59 feet (this point hereinafter referred to as point A); thence North $63^{\circ}17'14''$ West, 441.97 feet; thence North $29^{\circ}57'14''$ West, 65.90 feet; thence North $08^{\circ}46'46''$ East, 138.82 feet for a point of beginning; thence North $82^{\circ}38'28''$ West along a line which extended intersects the West line of the Southwest Quarter of said Section 20, 147.18 feet southerly of the Northwest corner of said Southwest Quarter, 773.17 feet to a point which is 1885.72 feet, as measured along said extended line, easterly of said West line; thence North $04^{\circ}21'17''$ East, 1549.95 feet to the center line of Faxon Road; thence South $80^{\circ}35'51''$ East along said center line, 1928.17 feet to the center line of Cut-Off Road; thence South $26^{\circ}48'57''$ West along said Cut-Off Road center line, 1563.73 feet to a point which is 356.10 feet, as measured along said center line, northerly of point A aforesaid; thence North $83^{\circ}07'22''$ West, 551.70 feet to the point of beginning in Bristol Township, Kendall County, Illinois, and containing 56.607 acres.

20: 0012507
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
07-16-2001 At 09:09 AM.
CONSENT 18.00

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

CANNONBALL ESTATES SUBDIVISION
CONSENT TO CREATION OF SPECIAL SERVICE TAX AREA

NOW COMES, ALAN DALE FARMS & DEVELOPMENT CORPORATION, the Owner of 100% of the real property of Cannonball Estates Subdivision who does hereby irrevocably consent and agree to the creation of a Special Tax Service Tax Area pursuant to 35 ILCS 200/27-5 (1998) et. seq. and do further waive notice of all right to hearings and publications thereof.

The undersigned further waive notice and consent to imposition of said Special Tax Service Area as a back-up funding mechanism for said improvements and maintenance on the real property described in the attached Exhibit "A".

This waiver and consents shall be binding upon Owner and its successors, heirs, and assigns.

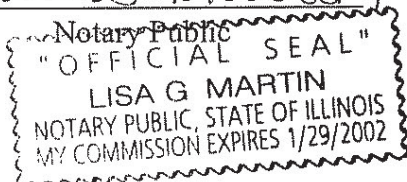
ALAN DALE FARMS & DEVELOPMENT
CORPORATION

BY: Alan Martin

Signed and sworn to before me

October 16, 2000

Lisa G. Martin



Prepared by:

Law Offices of Daniel J. Kramer
1107A S. Bridge St.
Yorkville, IL 60560
630.553.9500

LEGAL DESCRIPTION

Commencing at the Northwest corner of Oak Knolls Subdivision; thence North $22^{\circ}13'29''$ East along the center line of Cut-Off Road, 746.59 feet (this point hereinafter referred to as point A); thence North $63^{\circ}17'14''$ West, 441.97 feet; thence North $29^{\circ}57'14''$ West, 65.90 feet; thence North $08^{\circ}46'46''$ East, 138.82 feet for a point of beginning; thence North $82^{\circ}38'28''$ West along a line which extended intersects the West line of the Southwest Quarter of said Section 20, 147.18 feet southerly of the Northwest corner of said Southwest Quarter, 773.17 feet to a point which is 1885.72 feet, as measured along said extended line, easterly of said West line; thence North $04^{\circ}21'17''$ East, 1549.95 feet to the center line of Faxon Road; thence South $80^{\circ}35'51''$ East along said center line, 1928.17 feet to the center line of Cut-Off Road; thence South $26^{\circ}48'57''$ West along said Cut-Off Road center line, 1563.73 feet to a point which is 356.10 feet, as measured along said center line, northerly of point A aforesaid; thence North $83^{\circ}07'22''$ West, 551.70 feet to the point of beginning in Bristol Township, Kendall County, Illinois, and containing 56.607 acres.

BEING A SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 37 NORTH,
RANGE 7 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

[illegible]

STATE OF ILLINOIS)
) S.S.
COUNTY OF DU PAGE)

DATE OF USE: ILLINOIS 23rd DAY OF September 2000

STATE OF ILLINOIS)
)
) ss.
COUNTY OF KENDALL)

AND I/WE HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND NAME FORESAID.

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

APPROVED BY: WILLIAM L. HARRIS DATE: 7-10-01

STATE OF ILLINOIS)
COUNTY OF KENDALL)

James B. Thompson

STATE OF ILLINOIS)
)
COUNTY OF KENDALL)

Ген. Савин

STATE OF ILLINOIS
COUNTY OF KENDALL

NON-EXCLUSIVE BASIS NOT BE HEREBY RESERVED FOR AND GRANTED TO ELLINGS BELL TELEPHONE COMPANY, NORTHERN ILLINOIS GAS COMPANY, COMMONWEALTH ELECTRIC COMPANY, JONES INTERSTATE CITY PUBLIC UTILITIES, AND HOLDERS OF EXISTING FRANCHISES GRANTED BY THE CITY OF YORKVILLE, ILLINOIS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITH THE AREAS SHOWN ON THE ATTACHED MAP. NO EXCAVATION, NO CONSTRUCTION, INSTALL, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND REPAIR OF ANY TYPE OF UTILITY, GAS, WATER, OR DISTRIBUTION SYSTEMS AND LINES UNDER THE SURFACE OF THE "FORNARDI AND UTILITY FACILITY", INCLUDING WITHOUT LIMITATION TO TELEPHONE CABLE, GAS MAINS, ELECTRIC LINES, CABLE TELEVISION LINES, AND ALL NECESSARY FACILITIES APPROPRIATE THEREON, TOGETHER WITH THE RIGHT OF ACCESS THEREON FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH PURPOSES, SHALL BE GRANTED TO THE CITY OF YORKVILLE TO INSTALL, MAINTAIN, REPAIR, RECONSTRUCT, REMOVE, REPLACE, MAINTAIN AND REPAIR THE UTILITY LINES AND EQUIPMENT, UNDER THE SURFACE OF THE FACILITY, TO BE INSTALLED, MAINTAINED, REPAIRED, RECONSTRUCTED, REMOVED, REPLACED, MAINTAINED AND REPAIRED.

A NON-EXCLUSIVE EASEMENT IS ALSO HEREBY RESERVED FOR AND GRANTED TO THE CITY OF TORRVILLE, ILLINOIS TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE AND INSPECT FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, STORM SEWERS, AND SANITARY SEWERS, WITHIN THE AREAS SHOWN ON THE PLAT AS "DRAINAGE AND UTILITY EASEMENT" TOGETHER WITH A RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES.

THE ABOVE NAMED ENTITIES HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED AS "DRAINAGE AND UTILITY EASEMENT" WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THEIR UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THEREIN. NO PERMANENT BUILDINGS, STRUCTURES, OR OBSTRUCTIONS SHALL BE CONSTRUCTED IN, UPON, OR OVER ANY AREAS DESIGNATED AS "DRAINAGE AND UTILITY EASEMENT", BUT SUCH AREAS MAY BE USED FOR GARDENS, SHRUBS, TREES, LANDSCAPING, DRIVEWAYS, AND OTHER RELATED PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE USES HEREIN DESCRIBED.

THE OCCUPATION AND USE OF THE NON-EXCLUSIVE HEREIN GRANTED AND RESERVED FOR THE ABOVE NAMED ENTITIES BY EACH OF SUCH ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH OR INFRINGE THE OCCUPATION AND USE THEREOF BY OTHER ENTITIES FOR THE OCCUPATION AND USE OF THE NON-EXCLUSIVE HEREIN GRANTED AND RESERVED. THE CROSSING AND RECROSSINGS OF SAID EASEMENTS BY ANY AND ALL ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH, DAMAGE, OR DISTURB ANY TRANSMISSIONS AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO EXISTING WITHIN THE EASEMENTS BEING CROSSING OR RECROSSING. NO USE OF OCCUPATION OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL CAUSE ANY CHANGE IN GRADE OR IMPAIR OR CHANGE THE SURFACE DRAINAGE PATTERNS.

FOLLOWING ANY WORK TO BE PERFORMED BY THE CITY OF YONKORE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURBS, GUTTERS, TREES, LAWN OR SHRUBBERY PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED FOLLOWING SUCH MAINTENANCE WORK TO BACKFILL AND REPAIR ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY CRACKS OR CONCRETE SURFACES, TO REMOVE ALL EXCESS DEBRIS AND SPILL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

PEDRO J. COWLES-INDIANA, A REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OF ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS, WHICH THE SUBDIVIDER HAS A RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL BE MAINTAINED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE

DATE: 22 DAY OF September, 2000 A.D.
John C. Caldwell
 ILLINOIS REGISTERED PROFESSIONAL ENGINEER No. 062-0042207

STATE OF ILLINOIS)
) S.S.
COUNTY OF KENDALL)

I, John J. Smith, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY
 CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED ON THE REQUIRED GUARANTEED
 COLLATERAL HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED IMPROVEMENTS
 DATED AT YORKVILLE, ILLINOIS THIS 15th DAY OF February, 2000.

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

APPROVED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF
YORKVILLE, KENDALL COUNTY, ILLINOIS, THIS 15th DAY OF
February, 2000

STATE OF FLORIDA)
) S.S.
 COUNTY OF _____)

APPROVED BY THE PLANNING COMMISSION OF THE UNITED CITY OF YORKVILLE, KENDAL
COUNTY, ILLINOIS, THIS 21st DAY OF June, 2000, A.D.

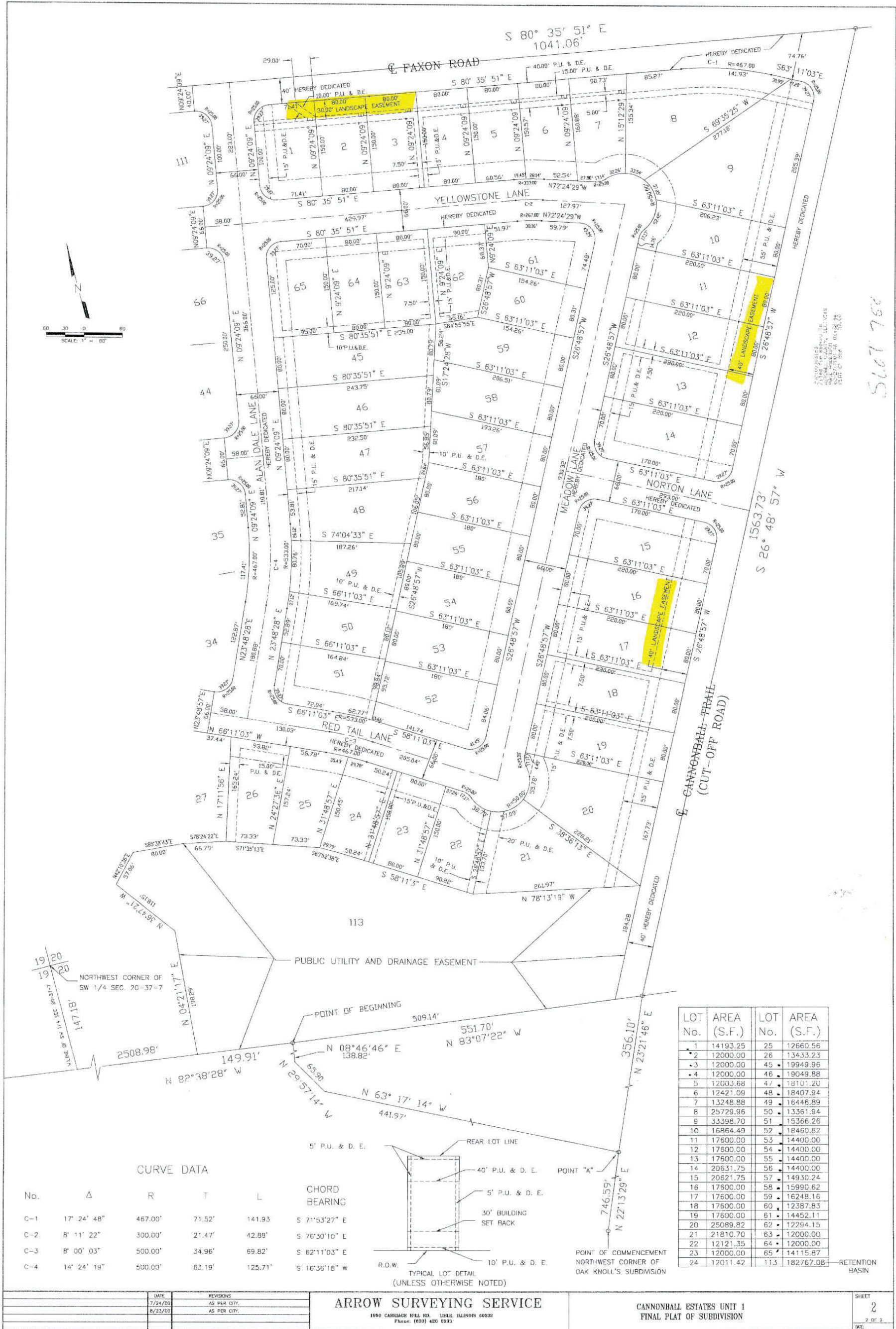
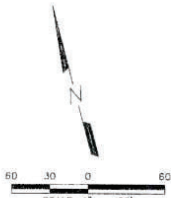
STATE OF ILLINOIS)
) ss.
COUNTY OF HENDALL)

APPROVED BY THE CITY COUNCIL OF THE UNITED CITY OF THE VILLAGE OF YORKVILLE
KENDALL COUNTY, ILLINOIS THIS 5th DAY OF January, 2000 A.D.


 DEPUTY CITY CLERK

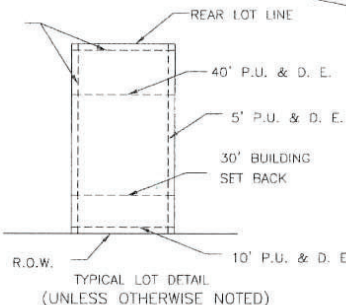

 MAYOR

12/20/00	AS NEW DIV.	1
12/22/00	AS REP DIV.	1
ARROW SURVEYING SERVICE		1 OF 2
1900 CANADIAN HILL RD. SUITE 110/100 MISSISSAUGA, ONT. L4V 1C6		1 OF 2
CANONBALL ESTATES		1 OF 2
FINAL PLAT OF SUBDIVISION		1 OF 2



CURVE DATA				
No.	Δ	R	T	L
C-1	17° 24' 48"	467.00'	71.52'	141.93'
C-2	8° 11' 22"	300.00'	21.47'	42.88'
C-3	8° 00' 03"	500.00'	34.96'	69.82'
C-4	14° 24' 19"	500.00'	63.19'	125.71'

CHORD BEARING
S 71° 53' 27" E
S 76° 30' 10" E
S 62° 11' 03" E
S 16° 36' 18" W



LOT No.	AREA (S.F.)	LOT No.	AREA (S.F.)
1	14193.25	25	12660.56
2	12000.00	26	13433.23
3	12000.00	27	19949.96
4	12000.00	28	19049.88
5	12003.68	29	18101.20
6	12421.09	30	18407.94
7	13248.88	31	16446.89
8	25729.96	32	13361.94
9	33398.70	33	15366.26
10	16864.49	34	18460.82
11	17600.00	35	14400.00
12	17600.00	36	14400.00
13	17600.00	37	14400.00
14	20631.75	38	14400.00
15	20621.75	39	14930.24
16	17600.00	40	15990.62
17	17600.00	41	16248.16
18	17600.00	42	12387.83
19	17600.00	43	14452.11
20	25089.82	44	12294.15
21	21810.70	45	12000.00
22	12121.35	46	12000.00
23	12000.00	47	14115.87
24	12011.42	48	182767.08

ARROW SURVEYING SERVICE
1950 CARRIAGE HILL RD. LINCOLN, NE 68503
Phone: (402) 420-0593

CANNONBALL ESTATES UNIT 1
FINAL PLAT OF SUBDIVISION

SHEET
2
2 OF 2



SCALE: 1" = 60'



CANNONBALL ESTATES UNIT 1
RECORDED FEBRUARY 27, 2001 AS DOC. # 013125

N.W. CORNER OF S.W. 1/4
OF SEC 20-37-7

19 20
19 20
S 0° 41' 34" E 147.18'
S 85° 38' 43" E 1885.72'

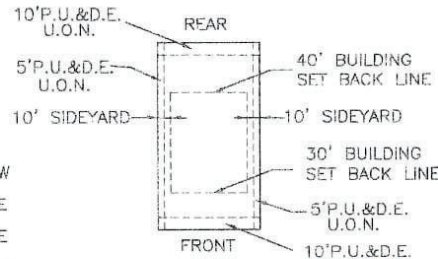
N 82° 38' 28" W 623.26'

200100022425
Listed for Record in
CANNONBALL ESTATES UNIT 1
FILED UNDER 0001
1-25-2001 BY 02101
PLAT OF 508 37.55'

LOT 832

CURVE DATA

No.	+	R	T	L	CHORD BEARING
C-4	14° 24' 19"	500.00'	63.19'	125.71'	S 16° 36' 18" W
C-5	41° 08' 38"	200.00'	75.06'	143.62'	S 16° 13' 02" E
C-6	41° 08' 38"	200.00'	75.06'	143.62'	S 16° 13' 02" E
C-7	41° 08' 38"	175.00'	65.68'	125.67'	S 73° 46' 58" W



LOT #	AREA (S.F.)	LOT #	AREA (S.F.)
27	15228.40	81	12000.00
28	13514.90	82	14423.20
29	18215.60	83	12003.20
30	15404.90	84	12003.20
31	20128.20	85	12015.60
32	20867.60	86	13932.90
33	14452.10	87	13328.90
34	18044.00	88	12044.30
35	14547.50	89	17710.70
36	12422.50	90	13226.90
37	13815.70	91	12043.80
38	19464.70	92	12000.00
39	20249.70	93	12000.00
40	20525.10	94	12000.00
41	16533.90	95	12000.00
42	13301.90	96	12000.00
43	12000.00	97	12000.00
44	14865.87	98	12000.00
45	14115.87	99	12000.00
46	12000.00	100	12000.00
47	12000.00	101	12925.40
48	12000.00	102	24568.70
49	12000.00	103	15278.60
50	12000.00	104	12145.40
51	12000.00	105	12000.00
52	12000.00	106	12000.00
53	13490.90	107	12000.00
54	13052.80	108	12000.00
55	12000.00	109	12000.00
56	12000.00	110	12000.00
57	12000.00	111	15270.25
58	12000.00	112	80003.70
59	12000.00		
60	12000.00		

ARROW SURVEYING SERVICE
1950 CARRAGE HILL RD. LEBANON, ILLINOIS 60032
Phone: (815) 420-1553

CANNONBALL ESTATES
FINAL PLAT OF SUBDIVISION



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

Administration Committee #1

Tracking Number

ADM 2025-27

Agenda Item Summary Memo

Title: Fiscal Year 2026 Computer Purchase Order

Meeting and Date: City Council – July 22, 2025

Synopsis: Please see the attached.

Council Action Previously Taken:

Date of Action: ADM – 7/16/25 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2025-27

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: Administration Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: July 16, 2025
Subject: FY26 Computer Purchase

Summary

Approval of FY26 computer purchases.

Background

In 2019, the City developed a computer replacement schedule. This allowed employees to have access to a computer with a current warranty and also allowed the IT provider to work on models that were consistent. For this fiscal year, staff is recommending purchasing 31 laptops and docking stations, and 4 monitors.

The following pricing/options was presented to staff:

- DCW for a total of \$49,436
- Paragon for a total of \$43,728.34
- Insight* for a total of \$53,531 (*An old model was priced from insight)

Recommendation

Staff is recommending the approval of the Paragon Quotes for the FY26 computer equipment for a total of \$43,728.34. This amount is within the FY6 budget.



DATA CENTER WAREHOUSE

23041 Avenida De La Carlota, Suite 325
Laguna Hills, CA 92653
Phone: (732) 491-8997

Dell

Number: **Q-122566**

Date: **05/22/2025**

Bill To:
Erin Willrett
City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560
Phone: (630)553-4350
Email: ewillrett@yorkville.il.us

Ship To:
Erin Willrett
City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560
Phone: (630)553-4350
Email: ewillrett@yorkville.il.us

Item #	Mfr. Part	Description	Price	Qty.	Extended
*1	7CCG9	Dell Latitude 3000 3550 15.6" Notebook - Full HD - Intel Core i7 13th Gen i7-1355U - 16 GB - 512 GB SSD - Soft Charcoal - Intel Chip - 1920 x 1080 - Windows 11 Pro - Intel - In-plane Switching (IPS) Technology - Front Camera/Webcam - IEEE 802.11ax Wireless LAN Standard Mfr: DELL TECHNOLOGIES	\$ 1,191.00	10	\$ 11,910.00
*2	808-3108	Dell Upgrade from 1Y Next Business Day to 3Y ProSupport - 24 x 7 x Next Business Day - On-site - Technical - Electronic, Physical Mfr: DELL TECHNOLOGIES	\$ 119.00	10	\$ 1,190.00
*3	H60MC	DELL PRO 16 PC16250 ULTRA 7 255U 16GB 512GB 16IN WIN11PRO Mfr: DELL TECHNOLOGIES	\$ 1,435.00	10	\$ 14,350.00
*4	714-0238	SVC CARD DPROL2 1NBD-3PSNBD Mfr: DELL TECHNOLOGIES	\$ 119.00	10	\$ 1,190.00
*5	WV43H	Dell Latitude 5000 5450 14" Notebook - Full HD - Intel Core Ultra 5 135U - 16 GB - 256 GB SSD - Titan Gray - Intel Chip - 1920 x 1080 - Windows 11 Pro - Intel - In-plane Switching (IPS) Technology - Front Camera/Webcam - IEEE 802.11ax Wireless LAN Standard - TAA Compliance Mfr: DELL TECHNOLOGIES	\$ 1,119.00	21	\$ 23,499.00
*6	808-3126	Dell Upgrade from 1Y Next Business Day to 3Y ProSupport - 24 x 7 x Next Business Day - On-site - Technical - Electronic, Physical Mfr: DELL TECHNOLOGIES	\$ 175.00	21	\$ 3,675.00
*7	R2RJH	DELL PRO 14 PC14250 ULTRA 5 235U 16GB 256GB 14IN WIN11PRO Mfr: DELL TECHNOLOGIES	\$ 981.90	21	\$ 20,619.90
*8	714-0238	SVC CARD DPROL2 1NBD-3PSNBD Mfr: DELL TECHNOLOGIES	\$ 119.00	21	\$ 2,499.00
*9	9NKVD	Dell OptiPlex 7000 7020 Plus Desktop Computer - Intel Core i5 14th Gen i5-14500 - 16 GB - 256 GB SSD - Small Form Factor - Black - Intel Chip - Windows 11 Pro - Intel UHD Graphics 770 DDR5 SDRAM - DVD-Writer - English (US) Keyboard - IEEE 802.11ax - 260 W - TAA Compliance Mfr: DELL TECHNOLOGIES	\$ 1,109.00	1	\$ 1,109.00
*10	819-9625	Dell Upgrade from 3Y Next Business Day to 3Y ProSupport - 24 x 7 - On-site - Technical - Electronic and Physical - TAA Compliance Mfr: DELL TECHNOLOGIES	\$ 99.00	1	\$ 99.00
*11	964NF	QBS1250/U5-235/16GB/512GB SSD/W11P - EPEAT Silver Compliance Mfr: DELL TECHNOLOGIES	\$ 1,275.00	1	\$ 1,275.00
*12	718-7944	SVC CARD DPRODTL3 3NBD-3PSNBD Mfr: DELL TECHNOLOGIES	\$ 99.00	1	\$ 99.00
*13	DELL-SD25TB4	DELL PRO THUNDERBOLT 4 SMART DOCK - SD25TB4 Mfr: DELL TECHNOLOGIES	\$ 332.00	31	\$ 10,292.00
13 item(s)			Sub-Total		\$ 91,806.90
			Tax		\$ 0.00
			Freight		\$ 50.00
			Total		\$ 91,856.90
(*) Tax exempted Part(s)					

Quote Valid Until: 06/21/2025

Payment Details

Credit Card [# Expires On:]

Terms and Conditions

Shipping and Delivery Details

Shipping via: UPS Ground



DATA CENTER WAREHOUSE

23041 Avenida De La Carlota, Suite 325
Laguna Hills, CA 92653
Phone: (732) 491-8997

Dell

Number: **Q-122566**

Date: **05/22/2025**

This quote is based on current duty and tax rates. Any increases in duties, tariffs, or related government-imposed fees after this quote but before the order date shall be the sole responsibility of customer.

Please visit <http://datacenterwarehouse.com/terms-and-conditions/> for terms and conditions.

Prepared by: **Steve Squires**

Email: **Steve.Squires@4dcw.com**

Phone: **(732) 491-8997**

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL
COUNTY, ILLINOIS APPROVING THE BID AND PURCHASE OF
COMPUTERS, DOCKING STATIONS, AND MONITORS**

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 solicited for bids for laptop computers, docketing stations and monitors in accordance with the City’s schedule for computer replacement and received three bids for all of said computer equipment ranging from \$53,531, as the highestbid, to \$43,728.34, as the lowest bid; and,

WHEREAS, after a review of each of the bids, the City staff hereby recommends that the City Council accept the lowest bid from Paragon Micro of Chicago, Illinois, in the amount of \$43,728.34 and approve the purchase of all of the computer equipment as itemized in Paragon Micro’s bid documents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council 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. That the bid from Paragon Micro in the amount of \$43,728.34 for thirty-one (31) laptop computers and docking stations and four (4) monitors be accepted and the purchase of said equipment be approved.

Section 3. That this Resolution shall be in full force and effect from and after 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

Paragon Micro

PO Box 775695
Chicago IL 60677-5695



Quote

Q5218178

DUNS: 800436714
TIN: 20-0144408
CAGE CODE: 4ZHT8

Bill To:

City of Yorkville
Accounts Payable
651 Prairie Point
Yorkville IL 60560

Ship To:

City of Yorkville
Erin Willrett
651 Prairie Pointe
Yorkville IL 60560

Date:	Expires:
7/1/2025	7/31/2025
Sales Rep	
Russo, Jeff 847-719-8417 jrusso@paragonmicro.com	
Customer Contact	
Contact: Willrett, Erin Account: CO37513 PO#: Phone: Email: ewillrett@yorkville.il.us	

Quote Name			Terms	Cost Center	
Dell Pro 16 Plus - Ultra7/16GB/512GB SSD/Win11/3Yr Pro (11)			Credit Card		
External Notes					
Qty	MPN	Description	Notes	Unit Price	Total
11	CUST-NB-DELL	<p>Dell Pro 16 Plus - Intel Core Ultra 7 265U / 16GB RAM / 512GB SSD / Win 11 Pro / 16", Non-Touch, FHD+, 300 nit, 45% NTSC, Anti-Glare, FHD+ / IR Camera & Mic / Integrated Intel graphics / Intel Wi-Fi 6E, 2x2, 802.11ax, Bluetooth / 3Yr ProSupport</p> <p>Dell Pro 16 Plus (PB16250) BTX Base 210-BPCM - 1 - Intel(R) Core(TM) Ultra 7 265U vPro(R) (12 TOPS NPU, 12 cores, up to 5.3 GHz) 379-BFXR - 1 - Windows 11 Pro 619-BBQD - 1 - 16 GB: 1 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with Intel Core processors) 370-BCNG - 1 - Integrated Intel® graphics for Intel® Core™ Ultra 7 265U vPro® processor 338-CRJC - 1 - 512 GB SSD 400-BSLJ - 1 - English, French, Spanish, Brazilian Portuguese 619-BBPD - 1 - 16", Non-Touch, FHD+, 300 nit, 45% NTSC, Anti-Glare, FHD+IR Cam 391-BJPT - 1 - No Fingerprint Reader, No Smart Card Reader, includes RJ-45 346-BLJP - 1 - FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone 319-BBKH - 1 - English US backlit Copilot key keyboard with numeric keypad 583-BMQF - 1 - Intel® AX211 WLAN Driver 555-BLRW - 1 - Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® 5.3 card 555-BLLZ - 1 - 3-cell, 55 Wh, ExpressCharge Capable, ExpressCharge Boost Capable 451-BDKX - 1 - 65W AC adapter, USB Type-C 492-BDTG - 1 - E4 Power Cord 1M for US 537-BBDO - 1 - Quick Start Guide 340-DTVS - 1 - Documentation 340-DNBV - 1 - ENERGY STAR Qualified 387-BBLW - 1 - Fixed Hardware Configuration 998-HLJM - 1 - Dell Pro 16 Plus Min Packaging 340-DSMM - 1 - POD Label 389-EDJB - 1 - EPEAT 2018 Registered (Gold) 379-BDZB - 1 - Intel Core Ultra 7 vPro Processor Label 389-FMJ - 1 - Intel(R) Rapid Storage Technology Driver 409-BCYN - 1 - No WWAN (WLAN only) Tray 321-BLQH - 1 - Intel® vPro® Enterprise Technology Enabled 631-BCCF - 1 - Intel(R) Connectivity Performance Suite 640-BBTF - 1 - Dell Limited Hardware Warranty 714-0464 - 1 - ProSupport: Next Business Day Onsite, 1 Year 714-6663 - 1 - ProSupport: Next Business Day Onsite, 2 Year Extended 714-6670 - 1 - ProSupport: 7x24 Technical Support, 3 Years 714-6686 - 1 - Dell Limited Hardware Warranty Extended Year(s) 975-3461 - 1 - Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport 989-3449 - 1 - Activate Your Microsoft 365 For A 30 Day Trial 630-ABBT - 1 - Dell Additional SW - Dell Pro Laptop 658-BFVB - 1 -</p>	Mfg # 3000191856521	1,259.99	13,859.89

Paragon Micro

PO Box 775695
Chicago IL 60677-5695



Quote

Q5218178

Date:	Expires:
7/1/2025	7/31/2025

Qty	MPN	Description	Notes	Unit Price	Total
				Subtotal	13,859.89
				Shipping Cost (FedEx Ground® (2-5 Business Days))	0.00
				Total	\$13,859.89

We value your business and will continue to provide you with excellent service in addition to our comprehensive product line.

SALES TAXES ARE ESTIMATED and may change depending on the rates levied by the destination's tax jurisdiction at the time of invoicing. Finalized invoice will be sent by Paragon Micro's Accounting Department.

PRICING AND INFORMATION DISCLAIMER: All pricing is subject to change without notice. For all prices, products and offers, Paragon Micro, Inc. reserves the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances. While Paragon Micro, Inc. uses reasonable efforts to include accurate and up-to-date information on the Site, Paragon Micro, Inc. makes no warranties or representations as to the Site's accuracy. Paragon Micro, Inc. assumes no liability or responsibility for any errors or omissions in the content on the Site.

Accepted By: Printed Name

Purchase Order #

Authorized Signature

Date

Paragon Micro

PO Box 775695
Chicago IL 60677-5695



Quote

Q5218179

DUNS: 800436714
TIN: 20-0144408
CAGE CODE: 4ZHT8

Bill To:

City of Yorkville
Accounts Payable
651 Prairie Point
Yorkville IL 60560

Ship To:

City of Yorkville
Erin Willrett
651 Prairie Pointe
Yorkville IL 60560

Date:	Expires:
7/1/2025	7/31/2025
Sales Rep	
Russo, Jeff 847-719-8417 jrusso@paragonmicro.com	
Customer Contact	
Contact: Willrett, Erin Account: CO37513 PO#: Phone: Email: ewillrett@yorkville.il.us	

Quote Name			Terms	Cost Center	
Dell Pro 14 Plus - Ultra5/16GB/256GB SSD/Win11/3Yr Pro (20)			Credit Card		
External Notes					
Qty	MPN	Description	Notes	Unit Price	Total
20	CUST-NB-DELL	Dell Pro 14 Plus- Intel Core Ultra 5 235U / 16GB RAM / 256GB SSD / Win 11 Pro / 14", Non-Touch, FHD+, 300 nit, 45% NTSC, Anti-Glare, FHD+ / IR Camera & Mic / Integrated Intel Arc graphics / Intel Wi-Fi 6E, 2x2, 802.11ax, Bluetooth / 3Yr ProSupport Dell Pro 14 Plus (PB14250) BTX Base 210-BPDL - 1 - Intel(R) Core(TM) Ultra 5 235U vPro(R) (12 TOPS NPU, 12 cores, up to 4.9 GHz) 379-BFXD - 1 - Windows 11 Pro 619-BBQD - 1 - 16 GB: 1 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with Intel Core processors) 370-BCNG - 1 - Integrated Intel graphics for Intel Core Ultra 5 235U vPro processor 338-CRMP - 1 - 256 GB TLC SSD 400-BSLV - 1 - English, French, Spanish, Brazilian Portuguese 619-BBPD - 1 - 14", Non-Touch, FHD+, 300 nit, 45% NTSC, Anti-Glare, FHD+IR Cam 391-BJQK - 1 - No Fingerprint Reader, No Smart Card Reader, includes RJ-45 346-BLCZ - 1 - FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone 319-BBKH - 1 - English US backlit Copilot key keyboard, 79-key 583-BMLQ - 1 - Intel(R) AX211 WLAN Driver 555-BLNY - 1 - Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® 5.3 card 555-BLLZ - 1 - 3-cell, 55 Wh, ExpressCharge Capable, ExpressCharge Boost Capable 451-BDKX - 1 - 65W AC adapter, USB Type-C 492-BDTG - 1 - E4 Power Cord 1M for US 470-BCXK - 1 - Quick Start Guide 340-DSJG - 1 - Documentation 340-DNBV - 1 - ENERGY STAR Qualified 387-BBLW - 1 - Fixed Hardware Configuration 998-HNBT - 1 - BTS ARL CPU+65W Adapter,Clamshell 340-DTPP - 1 - POD Label 389-EDJB - 1 - EPEAT 2018 Registered (Gold) 379-BDZB - 1 - Intel(R) vPro(R) Enterprise Technology Enabled 631-BBZZ - 1 - No WWAN (WLAN only) Tray, includes RJ-45, Clamshell 321-BLPD - 1 - Intel(R) Connectivity Performance Suite 640-BBTF - 1 - Intel Rapid Storage Technology Driver 409-BCYM - 1 - Intel Core Ultra 5 vPro Processor Label 389-FJMH - 1 - Dell Limited Hardware Warranty 714-0464 - 1 - ProSupport: Next Business Day Onsite, 1 Year 714-6663 - 1 - ProSupport: Next Business Day Onsite, 2 Year Extended 714-6670 - 1 - ProSupport: 7x24 Technical Support, 3 Years 714-6686 - 1 - Dell Limited Hardware Warranty Extended Year(s) 975-3461 - 1 -	Mfg # 3000191856512	1,029.99	20,599.80

Paragon Micro

PO Box 775695
Chicago IL 60677-5695



Quote

Q5218179

Date:	Expires:
7/1/2025	7/31/2025

Qty	MPN	Description	Notes	Unit Price	Total
				Subtotal	20,599.80
				Shipping Cost (FedEx Ground® (2-5 Business Days))	0.00
				Total	\$20,599.80

We value your business and will continue to provide you with excellent service in addition to our comprehensive product line.

SALES TAXES ARE ESTIMATED and may change depending on the rates levied by the destination's tax jurisdiction at the time of invoicing. Finalized invoice will be sent by Paragon Micro's Accounting Department.

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Accepted By: Printed Name

Purchase Order #

Authorized Signature

Date

Paragon Micro

PO Box 775695
Chicago IL 60677-5695

DUNS: 800436714
TIN: 20-0144408
CAGE CODE: 4ZHT8

Bill To:

City of Yorkville
Accounts Payable
651 Prairie Point
Yorkville IL 60560



Quote

Q5218181

Date:	Expires:
7/1/2025	7/31/2025
Sales Rep	
Russo, Jeff 847-719-8417 jrusso@paragonmicro.com	
Customer Contact	
Contact: Willrett, Erin Account: CO37513 PO#: Phone: Email: ewillrett@yorkville.il.us	

Quote Name			Terms	Cost Center	
Dell Smart Dock SD25TB4 (31)			Credit Card		
External Notes					
Qty	MPN	Description	Notes	Unit Price	Total
31	Custom Dell Dock Sku	Dell Pro Thunderbolt 4 Smart Dock SD25TB4 with 3 years Advanced Exchange Service		274.99	8,524.69
		Subtotal			8,524.69
		Shipping Cost (FedEx Ground® (2-5 Business Days))			0.00
		Total			\$8,524.69

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Accepted By: Printed Name

Purchase Order #

Authorized Signature

Date

Paragon Micro

PO Box 775695
Chicago IL 60677-5695

DUNS: 800436714
TIN: 20-0144408
CAGE CODE: 4ZHT8

Bill To:

City of Yorkville
Accounts Payable
651 Prairie Point
Yorkville IL 60560



Quote

Q5218182

Date:	Expires:
7/1/2025	7/31/2025
Sales Rep	
Russo, Jeff 847-719-8417 jrusso@paragonmicro.com	
Customer Contact	
Contact: Willrett, Erin Account: CO37513 PO#: Phone: Email: ewillrett@yorkville.il.us	

Quote Name			Terms	Cost Center	
Acer EB321HQ - 31.5" / XV240Y - 24" LED (2/2)			Credit Card		
External Notes					
Qty	MPN	Description	Notes	Unit Price	Total
2	UM.JE1AA.A01	Acer EB321HQ - LED monitor - 31.5" - 1920 x 1080 Full HD (1080p) @ 60 Hz - IPS - 300 cd/m² - 4 ms - HDMI, VGA - black		234.99	469.98
2	UM.QX0AA.301	Acer Nitro XV240Y M3bmiprx - XV0 Series - LED monitor - gaming - 24" (23.8" viewable) - 1920 x 1080 Full HD (1080p) @ 180 Hz - IPS - 250 cd/m² - 1000:1 - HDR10 - 0.5 ms - 2xHDMI, DisplayPort - speakers - black		136.99	273.98
		Subtotal			743.96
		Shipping Cost (FedEx Ground® (2-5 Business Days))			0.00
		Total			\$743.96

We value your business and will continue to provide you with excellent service in addition to our comprehensive product line.

SALES TAXES ARE ESTIMATED and may change depending on the rates levied by the destination's tax jurisdiction at the time of invoicing. Finalized invoice will be sent by Paragon Micro's Accounting Department.

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Accepted By: Printed Name

Purchase Order #

Authorized Signature

Date



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

Planning and Zoning Commission #1

Tracking Number

PZC 2025-07

Agenda Item Summary Memo

Title: Project Steel – Prologis (Data Center) – Discussion

Meeting and Date: City Council – July 22, 2025

Synopsis: Please see the attached and below for agenda item notes.

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:

No vote will take place on this agenda item at this meeting. Discussion may or may not occur,
depending on whether members of the City Council have additional questions or wish to discuss
the project. The developer is not expected to attend.

To: Krysti Barksdale-Noble
From: Katie Fraser, JC Witt
Date: July 11, 2025
Subject: Follow up to 6/24 City Council Meeting Items

Dear Krysti,

Thank you and all the staff and City Council members at the City of Yorkville for your time on June 24, 2025. Below are responses to comments and questions that required follow-up. 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.

Item 1 – Decommissioning the development.

Prologis Response: As a clarification to a question about decommissioning, the developer intends to construct and operate a purpose-built data center campus with no alternative future use envisioned for the site. The data center campus buildings and infrastructure (e.g., drive aisles, parking lots, stormwater management facilities) are intended to be “permanent” improvements, much like improvements constructed as part of an office, industrial, or residential development. Accordingly, the only planned decommissioning activity will involve the removal and replacement of mechanical equipment at the end of its operational life.

Item 2 – Does Prologis work with organized labor and does PLD expect to utilize union labor on Project Steel?

Prologis Response: Prologis developments in the Greater Chicago Area, both industrial and data center have historically utilized 100% union labor. Prologis intends to utilize union labor for Project Steel.

Item 3 – Sewer Discharge

Prologis Response: The anticipated sewer discharge per building is approximately 315 GPD. This is a preliminary number and may vary depending on the final design and user of the project.



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

Agenda Item Number

Planning and Zoning Commission #2

Tracking Number

PZC 2025-08 & EDC 2025-50

Agenda Item Summary Memo

Title: Project Cardinal – Pioneer (Data Center) – Discussion

Meeting and Date: City Council – July 22, 2025

Synopsis: Please see below for agenda item notes.

Council Action Previously Taken:

Date of Action: PZC – 7/9/25 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2025-08 & EDC 2025-50

Type of Vote Required: None

Council Action Requested: Informational

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

Agenda Item Notes:

No vote will take place on this agenda item at this meeting. Discussion may or may not occur,
depending on whether members of the City Council have questions or wish to discuss the
project. The developer is not expected to attend.

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php



Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Senior Planner
David Hansen, Senior Planner
Date: July 16, 2025
Subject: **PZC 2024-15 Cyrus One – Planned Unit Development & Preliminary Plan**
Proposed Data Center Campus & On-Site Substation/Switchyard Development

REQUEST SUMMARY:

The petitioner, Pioneer Development, LLC, as contract purchaser, along with property owners Sanjay and Sameer Gupta, Dale L. Konicek, LLC, and The Konicek Family Limited Partnership, is seeking approval for the annexation of seven (7) parcels totaling 305 acres. These parcels will be part of a larger 1,037-acre development consisting of 21 parcels in total, planned for a state-of-the-art data center campus. The request also includes rezoning the area to 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 fourteen (14) two-story data center buildings totaling over 17 million square feet, two (2) electrical substations, a utility switchyard, and associated stormwater detention basins. There are three (3) phases of development anticipated, with full campus buildout expected within 10 years.

In response to feedback from residents and Economic Development Committee members on the Project Cardinal Data Center site plan, the petitioner has made several revisions to address key concerns. These include the addition of an undulating 8-foot-tall, landscaped berm to enhance buffering, the removal of site access from Ashe Road to help preserve its rural character—while still committing to roadway and intersection improvements—updated building elevations with enhanced architectural treatments, particularly for those visible from nearby residences, and the submission of a preliminary noise study to address sound-related concerns. The City’s sound engineering consultant has reviewed the updated study and confirmed that, with the use of non-tonal chillers and appropriate sound mitigation measures, the project can comply with the City’s noise ordinance under the current site layout. Although residents suggested modifying the phasing sequence to a “middle-out” approach, the developer has stated that the construction phasing is driven by ComEd’s power allocation schedule, which necessitates a west-to-east buildout.

ANNEXATION & PUD AGREEMENT REQUESTS:

A public hearing was held by the City Council on June 10, 2025, to consider the petitioner’s request for approval of an annexation agreement. The attached draft agreement between the United City of Yorkville and Pioneer Development, LLC outlines the terms for annexing approximately 305 acres into the City for the development of a data center campus. Upon closing, the property will be zoned M-2 General Manufacturing with a Special Use for a Planned Unit Development (PUD), as described in the accompanying PUD Agreement. The agreement has a 20-year term and allows the City to rezone the property in year 19 if it remains undeveloped, with the Developer waiving the right to oppose such action. It becomes effective upon the Developer’s acquisition of the property and formal notice to the City.

The attached draft Planned Unit Development (PUD) Agreement details the provisions, relief, and obligations of the data center developer and the City regarding the future construction of the subject property such as: installing landscape buffers, continuous noise monitoring, and an emergency operations plan, while separate agreements will address utility, roadway, and fee obligations. The agreement becomes effective upon the developer’s acquisition of the property and runs with the land for all successors and assigns. However, if construction does not begin within three years of the PUD Agreement’s effective date, the land use plan and associated entitlements shall become null and void.

REZONING, PUD & PRELIMINARY PUD PLAN REQUEST:

The Planning and Zoning Commission held a public hearing regarding the proposed Rezoning, special use for Planned Unit Development (PUD), and Preliminary PUD Plan for the subject property on July 9, 2025. The commission made the following actions on the motions below:

1. **Rezoning**

In consideration of testimony presented during a Public Hearing on July 9, 2025 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for rezoning from R-1 Single-Family Suburban Residential District, R-2 Single-Family Traditional Residence District, R-3 Multi-Family Attached Residence District, and B-3 General Business District to M-2 General Manufacturing District for Project Cardinal, a proposed future data center campus, generally located northwest of Route 47 and Galena Road, south of Baseline Road, and east of Ashe Road totaling approximately 1,037 acres.

Action Item:

Linnane-aye; Green-aye; Forristall-aye; Vinyard-aye; Crouch-aye

5 ayes; 0 no

2. **Special Use for Planned Unit Development**

In consideration of testimony presented during a Public Hearing on July 9, 2025 and approval of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council of a request for Special Use authorization of a Planned Unit Development for Project Cardinal, a data center campus, to be generally located northwest of Route 47 and Galena Road, south of Baseline Road, and east of Ashe Road totaling approximately 1,037 acres, subject to the conditions enumerated in a staff memorandum dated July 3, 2025.

Action Item:

Linnane-aye; Green-aye; Forristall-aye; Vinyard-aye; Crouch-aye

5 ayes; 0 no

3. **Preliminary PUD Plan**

The Planning and Zoning Commission recommends approval to the City Council of the Project Cardinal – Preliminary PUD Site Plan prepared by Burns McDonnell, Margulies Hoelzli Architecture, and O² and dated 06/20/2025.

Action Item:

Linnane-aye; Green-aye; Forristall-aye; Vinyard-aye; Crouch-aye

5 ayes; 0 no

Attachments:

1. Draft PUD Approving Ordinance
2. Draft PUD Agreement
3. Draft Annexation Approving Ordinance
4. Draft Annexation Agreement
5. Draft Rezoning Ordinance
6. Draft Annexing Ordinance
7. Plat of Annexation prepared by EEI dated June 4, 2025
8. Copy of Petitioner's Application Package dated March 14, 2025
9. Updated Applications dated March 21, 2025, and May 31, 2025
10. Preliminary PUD Site Plan dated 06/20/2025 submitted by Pioneer Development and prepared by Burns McDonnell, Margulies Hoelzli Architecture, and O²

11. Exterior Elevations dated 06/20/2025 submitted by Pioneer Development and prepared by Burns McDonnell, Margulies Hoelzli Architecture, and O²
12. Photometric Plan dated 7/1/25 prepared by PG Enlighten
13. Landscape Plan dated 07/02/2025 submitted by Pioneer Development and prepared by Burns McDonnell
14. Traffic Methodology Memo, as submitted by Pioneer Development on May 30, 2025, and prepared by Burns McDonnell
15. Preliminary Drainage Memo dated March 14, 2025, as submitted by Pioneer Development, and prepared by Burns McDonnell
16. Wetland Delineation Report for Project Cardinal dated May 23, 2025 and prepared by Burns McDonnell
17. Security Fencing Details dated March 14, 2025, as submitted by Pioneer Development, and prepared by Burns McDonnell
18. Preliminary Sound Study dated July 1, 2025 and prepared by Burns McDonnell
19. Updated Preliminary Sound Study dated July 9, 2025 and prepared by Burns McDonnell
20. Plan Council Response Letter submitted by Pioneer Development
21. EEI Review Letter to the City dated July 8, 2025, June 16, 2025 and April 4, 2025.
22. Project Cardinal Floodplain Exhibit dated March 2025 and prepared by EEI, Inc.
23. Soundscape Engineering Review Memos dated April 7, 2025, April 21, 2025, and July 8, 2025
24. Plan Council Packet Materials 04-10-2025
25. Data Center Development Map - Overall
26. Project Cardinal Road Improvements- ROW Dedication Exhibit prepared by EEI updated May 2025
27. Project Cardinal Shared Path Exhibit prepared by EEI updated May 2025
28. Public Hearing Notice Affidavit
29. Email from Elizabeth Fotopoulos dated March 25, 2025
30. Email from Lawrence Wickter dated July 7, 2025

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL
COUNTY, ILLINOIS APPROVING A PLANNED UNIT DEVELOPMENT
AGREEMENT WITH PIONEER DEVELOPMENT, LLC
(Project Cardinal)**

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, Pioneer Development, LLC, an Illinois limited liability company (“Developer”), submitted a proposal to the City to develop approximately 1,037 acres of land located west of North Bridge Street (Illinois State Route 47), east of Ashe Road, and directly south of East Baseline Road (the “Development Site”) upon which the Developer intends to develop a secured data center campus (the “Project”); and

WHEREAS, as part of their proposal, Developer submitted an application to the City for a special use planned unit development for the Development Site which the City has found to be complete and consistent with the City’s purpose and intent of the planned unit development regulations and policies for residential development within the City; and

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

WHEREAS, the City and Developer have reviewed the PUD Agreement, as attached, and are prepared to proceed with the Project in accordance with the standards and the requirements for its construction and operation as set forth therein; and

WHEREAS, the City is prepared to approve the PUD Agreement, as herein provided, as it believes that the construction of the Project shall bring desirable economic growth to the area and benefit the City and its residents; and

WHEREAS, an existing Planned Unit Development, Westhaven (the “Westhaven PUD”), exists on the Development Site, and is not due to expire until September 27, 2025; and

WHEREAS, the Westhaven PUD remains vacant and undeveloped, and shall be effectively repealed by the approval of the PUD Agreement.

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

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

Section 2. The Westhaven Planned Unit Development, approved by Ordinance No. 2006-132 on October 24, 2006, is hereby repealed in its entirety.

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

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

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

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

Planned Unit Development
Agreement By and Between The
United City of Yorkville and
Pioneer Development, LLC
(Project Cardinal)

This Planned Unit Development Agreement by and between the United City of Yorkville, Kendall County, Illinois and Pioneer Development, LLC, a limited liability company of the State of Illinois is entered into this ____ day of _____, 2025.

Article 1. Preambles

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

1.2 The Project. Pioneer Development, LLC, a limited liability company of the State of Illinois (the “Developer”) is the contract purchaser of a combined 1,037 acres located west of North Bridge Street (Illinois State Route 47), east of Ashe Road, and directly south of East Baseline Road, identified as parcel numbers 02-05-300-003, 02-04-300-032, 02-04-300-024, 02-05-400-021, 02-09-100-031, 02-09-100-030, 02-04-100-015, 02-05-200-007, 02-06-100-022, 02-06-200-002, 02-05-400-022, 02-05-200-006, 02-04-100-016, 02-06-400-008, 02-06-200-003, 02-05-100-003, 02-05-100-005, 02-05-400-009, 02-04-300-018, 02-04-300-017, 02-06-400-001, 02-05-200-004, 02-05-200-001 (collectively the “Subject Property”) upon which the Developer intends to develop a secured data center campus (the “Project”). The Project is generally depicted on the site plan attached hereto as Exhibit A (the “Site Plan”) and consists of fourteen buildings, two onsite electrical substation, a utility switchyard, and associated stormwater basins, to be constructed in phases over a period of approximately ten (10) years.

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

1.4 The Planned Unit Development. Under the City’s Unified Development Ordinance (“UDO”), any development encompassing four (4) or more acres shall be approved as a planned unit development. The Developer has submitted an application for a special use planned unit development for the Project (the “Application”). The Application includes thirteen (13) proposed variations which may be allowed under the UDO if (i) such deviations are compatible with surrounding development, and (ii) such deviations are justified through the provision of tangible benefits to the City. The City has reviewed the Application and found it to be complete and consistent with the purpose and intent of the planned unit development regulations. The Project requires the extension of a watermain and sanitary sewer service to the Subject Property thereby benefiting future development within the City and the Project is compatible with the surrounding agricultural and industrial uses.

1.5 Entitlements Defined. For purposes of this Agreement, “Entitlements” means all zoning rights, special use approvals, waivers, deviations, and development permissions granted under this Agreement for the Subject Property.

Article 2. Development Standards

2.1 PUD Approval. The City has reviewed the Developer’s Application and found it to be complete. The Project is consistent with the purpose and intent of the planned unit development regulations; facilitating a unified development that is consistent with the City’s plans and policies for industrial development around the Eldamain Road corridor. The Project includes the construction of regional utility improvements that provide tangible benefits to the City, along with the construction of roadways adjacent to the Subject Property, consistent with the City’s Comprehensive Plan, thereby providing necessary justification for the modifications to standards as required under the UDO. The Project meets the standards for the approval of a special use, the additional standards of review for a planned unit development, and the standards for approval of variations under the planned unit development. The City hereby approves a special use for a planned unit development with specified variations for the Subject Property as generally depicted on the Site Plan, subject to the terms more specifically herein set forth. The final PUD and PUD Agreement, and all ancillary and related agreements and ordinances shall expire if construction of the Project is not begun within three (3) years of the Effective Date of this PUD Agreement. Construction of the Project is understood to mean the physical alteration of the landscape of the Subject Property in preparation for the construction of structures, as depicted on a final site plan, on the Subject Property. Upon commencement of construction of the Project within three years of the Effective Date of this PUD Agreement, all entitlements, deviations, and standards in this PUD are fully vested and protected from amendments and changes to City ordinances, codes, or regulations for a period of twenty (20) years from the Effective Date. Upon expiration of this vesting period, all such entitlements, deviations, and standards shall remain in full force and effect, continuing indefinitely, subject only to amendment or revocation as expressly provided in Article 5 of this Agreement. No loss of rights, sunset, or reversion shall occur due to inactivity, delayed build-out, or passage of time provided that build out commences with such twenty (20) year period. These entitlements, deviations, and standards explicitly run with the land and bind all successors and assigns.

2.2 Energy Industrial Uses. A data center is classified as an “Energy Industrial Use” pursuant to Table 10-3-12(B) of the UDO. Section 10-4-10 of the UDO is reserved for additional regulations applicable to Energy Industrial Uses. No new or amended standards, code provisions, or special regulations for Energy Industrial Uses shall apply to the Subject Property during the twenty (20) year vested term from the Effective Date of this Agreement, unless Developer agrees in writing or to the extent required by state or federal law.

The Developer is strictly prohibited from generating or storing nuclear energy within the City. Nothing in this provision shall prohibit the Developer from purchasing or using electricity generated at a facility located outside the City.

2.3 Terms for Construction. The Developer has advised the City of its intent to construct the Project over a period of approximately ten (10) years and has submitted a preliminary phasing plan to the City, attached hereto as Exhibit B (the “*Phasing Plan*”). The City hereby approves the Phasing Plan. Developer’s reimbursement of the City for design engineering and construction costs associated with the public utility improvements necessary to facilitate the Development of the Subject Property, shall be addressed pursuant to the separate agreements referenced in Section 4.2. The Phasing Plan’s estimated ten (10)-year build-out schedule is advisory only and non-binding. Developer may accelerate or delay phases without penalty, amendment to this Agreement, or additional City approval. Subject to City Council Approval, the Phasing Plan may be modified or reordered only as required due to a change in Commonwealth Edison’s power allocation, or other events out of Developer’s control, rendering the initially approved Phasing Plan impossible. Said City Council approval shall not be unreasonably withheld.

Developer may accelerate or slow phases at its sole discretion, without penalty or loss of any rights. There shall be no deadlines, penalties, loss of rights, or other consequences if the actual schedule or order of phases differs from these estimates.

2.4 Building Setbacks. The Developer has requested and the City hereby approves modification of required building setbacks as established by the UDO for the Subject Property. Setbacks shall apply only to the perimeter of the Subject Property with Galena Road being deemed the “front yard”, Bridge Street and Ashe Road being deemed the “side yard”, Baseline Road being deemed the “rear yard”. The front yard setback shall be twenty-five (25) feet from the existing Galena Road right-of-way. The rear yard setback shall be twenty-five (25) feet from the Baseline Road right-of-way. The side yard setback, measured to the Bridge Street and Ashe Road rights-of-way, respectively, shall be twenty (20) feet. In anticipation of possible resubdivision of the Subject Property into individual lots, the City agrees to a zero (0) lot line for all structures to be platted within the interior of the Subject Property. Moreover, the City hereby agrees that lots within the PUD shall not be required to abut a public street. The building setbacks established in this paragraph shall apply exclusively to buildings. Fences, signage, drive aisles, parking spaces, and other improvements to the Subject Property are expressly permitted within the defined setbacks. All data center buildings shall be at least five hundred feet (500’) from the nearest residential or commercial structure outside the boundaries of the Subject Property. The five hundred (500) foot building separation required by this section shall be measured from existing, occupied, residential or commercial buildings as of the date of PUD approval. The building separation requirement does not apply to future construction, unoccupied structures, sheds, barns, or temporary buildings. No new building separation obligations will be imposed due to construction, conversion, or change of use of adjacent properties after the PUD approval date.

2.5 Parking Requirements. Pursuant to the City’s UDO, 0.3 parking spaces are required per 1000 square feet net floor space for industrial developments. Developer estimates the average building size on the Subject Property will be approximately 1,878,142 square feet, requiring

approximately 505 parking spaces per building. The City hereby grants Developer's request to set the minimum required parking at 0.2 parking spaces for 1000 square feet (which formula shall equate to approximately 375 parking spaces per building under the Developer's current site plan). Each building shall require no more than 0.2 parking spaces per 1000 square feet of net floor space. Section 10-5-1K-1 of the UDO requires Developer to install a minimum of 104 electric vehicle charging stations ("EV Stations"). Developer requests a waiver from the requirements of the UDO that Developer install at least 104 EV Stations. The City agrees to waive the minimum EV Station requirement, provided the Developer pay a fee-in-lieu for each EV Station that developer chooses not to build.. Any fee-in-lieu for EV charging stations shall be set at a fixed amount per station in a separately executed agreement, and shall not exceed a maximum total cap agreed by Developer and City prior to issuance of the building permit. The City shall have no authority to increase parking or EV charging requirements on the Project, as depicted in the approved Site Plan. in the future. Notwithstanding the foregoing, the City shall have the right to increase parking or EV charging requirements in the event Developer alters or expands the Project. All reviews for parking and EV charging plans that conform to these requirements shall be administrative only, not subject to council or commission review.

2.6 Access to the Subject Property. Subject to the results of a traffic study to be conducted by the Developer and approval from outside agencies (where required), the City Engineer has approved and the City hereby agrees to the Developer's proposal for the construction of certain points of access to the Subject Property, as generally depicted on the Site Plan. The Project shall be developed with private roads or private drive aisles which may be secured to restrict access into/through the Subject Property. The City hereby waives requirements for vehicular cross access in light of the private roads and secured nature of the campus as depicted on the Site Plan. Where access is gated or otherwise restricted, Developer shall work with emergency service providers to ensure access via a knox box or such other means as may be agreed upon between the parties. The number and location of access points to the Subject Property may be adjusted by Developer, subject to City approval and approval of the authority having jurisdiction over the roadway and consistent with applicable engineering standards and public safety requirements. Security gatehouses, guard booths, and surveillance infrastructure shall be expressly permitted at access points, including within setback areas, for campus security purposes.

2.7 Pedestrian Circulation. The City's UDO requires connections between off-street parking, on-site pedestrian circulation systems, and existing and future planned trails. The Project shall incorporate walkways between parking areas and building entrances within the Subject Property. The City hereby waives any requirement with respect to public access or external pedestrian connections in light of the private roads and secured nature of the campus as depicted on the Site Plan. The City requests, and Developer agrees to design, construct and provide exclusive easements for a ten foot (10') wide shared use path on the outer perimeter of the Subject Property, along Ashe Road between Galena Road and Baseline Road, along Baseline Road from Ashe Road to Bridge Street, along Bridge Street between Baseline Road and Galena Road, and along Galena

Road from Ashe Road to Bridge Street, said easements illustrated on the Proposed Path Locations map, attached hereto as Exhibit C. Developer's obligation under this section is limited to designing and constructing the shared use path, and granting the City an exclusive easement for the shared-use path. The City shall be responsible for all maintenance of the shared use path once it has been dedicated to the City.

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

2.9 Traffic Management. Developer agrees to provide the City with a traffic management plan, including a communication strategy and on-site point of contact, for controlling traffic during all phases of construction. Developer further agrees to provide the City with a traffic study. Any construction traffic along roads controlled by Kendall County or the State of Illinois shall require the cooperation of the relevant authority having jurisdiction over the road.

2.10 Landscaping. The City's UDO establishes standards for landscape improvements for the Project. In light of the secured nature of the campus, the Parties have agreed to emphasize external Transition Zone plantings in lieu of other planting requirements internal to the Subject Property. Developer shall comply with Section 10-5-3-C, Building Foundation Landscape Zone, and Section 10-5-3-D Parking Area Perimeter Landscape Zone requirements. Along Bridge, Ashe, Baseline and Galena roadway frontages, the Developer shall install a 100' wide Transition Zone Type D landscape buffer, including an 8-foot-tall berm, as generally depicted on the Landscape Plan attached hereto as Exhibit D (the "*Landscape Plan*"). The City hereby waives all other landscape requirements under Section 10-5-3 of the Code. Berms and transition zone landscaping required by this section shall only be provided at the locations expressly shown on the approved plan. No additional berms or landscape requirements shall be imposed unless Developer agrees in writing. Developer may add berms or increase berm size at its sole discretion.

2.11 Mechanical Screening and Fencing. Whenever possible, mechanical equipment shall be placed on the side of buildings furthest away from residential structures. All major mechanical equipment shall be fully enclosed or screened by solid barriers. Any mechanical equipment approved to be installed on a rooftop shall be enclosed by sound-dampening materials.

Notwithstanding the foregoing, the Parties acknowledge and agree that the Project is subject to the requirements of the City's Noise Ordinance, Title 4, Chapter 4 of the City Code, as may be amended from time to time. As a condition to the issuance of a Building Permit for each building, the Developer shall submit to the City a detailed site plan illustrating the placement of all mechanical equipment and an initial noise study, both of which shall be reviewed by City Council and a third-party sound engineer hired by the City. The noise study shall evaluate the proposed mechanical equipment for each building and model sound levels as regulated by the Noise Ordinance. The City shall issue a Building Permit if the sound study demonstrates the project will comply with the Noise Ordinance, and the Developer agrees to install any sound attenuation measures as identified as necessary to meet that standard. Minor modifications to approved mechanical equipment placement that do not increase projected noise levels beyond ordinance limits may be approved by the Community Development Director without further city council

review. Minor modifications shall mean any modification in the placement of mechanical equipment that keeps the equipment in the same general location as originally approved. Any modifications of the mechanical equipment that would move equipment to a different side of a building than originally proposed, or move equipment from the ground to the roof or from the roof to the ground (substantial modifications) shall require the approval of City Council.

Developer is permitted to install a ten foot (10') tall powder coated black steel security fence around the Subject Property, including typical security features such as controlled entry gates and anti-climb measures permitted by applicable laws. While chain-link and barbed wire fencing is strictly prohibited along the perimeter of the Subject Property, chain-link and barbed wire fencing within the interior of the Subject Property shall be permitted.

2.12 Lots; Street Design. The City hereby waives the requirement in Section 10-7-2 of the UDO that all lots shall front or abut on a public street. The City also waives the street design standards set forth in Section 10-7-3 of the UDO. Said waivers are granted in consideration of the security contemplated for the Project and the restricted nature of access internal to the Subject Property. Due to the restricted nature of access to the Project, the City reserves the right to issue a single site address for the Subject Property off Galena Road. The waivers of public street frontage and street design standards granted in this section are permanent and shall apply to all future plats, subdivisions, phases, and development on the Subject Property. These waivers may not be revoked or modified without the Developer's written consent, and shall run with the land for the benefit of all successors and assigns.

2.13 Appearance Standards. The Project is located adjacent to a main arterial thoroughfare at the City's northern boundary. Therefore, the Project serves as the first development members of the public see as they enter the City when driving south down Bridge Street. Given the location of the Project, Developer shall follow the requirements of Section 10-5-8-c-4b.(2) of the UDO requiring recesses, projections, windows, and other ornamental/architectural features. The Developer has submitted prototype building elevations for the Project, a copy of which is attached hereto as Exhibit E (the "*Building Elevations*"). The Building Elevations are representative of architectural design and building materials to be utilized for the Project but are not intended to be an exact depiction of any building that may be constructed as part of the Project. The Developer shall provide updated elevations with any application for final plat or at such time as Developer submits for a Building Permit, as may be applicable. The City shall approve updated elevations which are consistent with the quality and character of the Building Elevations. Any updated building elevations that are consistent in quality, character, and height with Exhibit E shall be approved administratively, with no further council or commission review for reduction in height required.

2.14 Building Height. The maximum building height for the Project is seventy-eight (78) feet, inclusive of any rooftop mechanical equipment, provided the Developer furnishes the City with a sound study certifying that rooftop placement of mechanical equipment is best and most

appropriate placement for noise mitigation. Absent such a sound study, the maximum building height for the Project shall be fifty-six and a half (56.5) feet to the top of the building structure, and seventy (70) feet to the top of rooftop equipment.

2.15 Signage. Developer may install wall and monument signs as permitted under Section 10-6 of the UDO.

2.16 Lighting. The Developer agrees to submit to the City for its approval a photometric plan along with manufacturer's cut sheets of the proposed lighting standards to be installed within the parking area of the Subject Property. The photometric plan shall be provided with any application for final plat or at such time as Developer submits for a Building Permit, as may be applicable. The Project shall be required to comply with applicable outdoor lighting standards pursuant to Section 10-5-7 of the UDO. Developer's obligation under this section is satisfied by submitting a preliminary photometric plan for one building at PUD approval. Full, detailed photometric plans shall be provided only with permit applications for each building or phase. All reviews and approvals of conforming photometric plans shall be subject to the City's building permit approval process.

2.17 Battery Storage.

(a) Developer covenants that all primary power used for the data center campus on the Subject Property will be delivered from the Commonwealth Edison power grid. The proposed data center campus will not utilize battery energy storage systems as a primary or continuous source of power for normal operations. Notwithstanding anything herein, standard uninterruptible power supply (UPS) battery systems, lithium-ion or other backup battery systems located within data halls or serving server racks, switchgear, or critical infrastructure shall be permitted at all times. Nothing in this section shall prohibit the installation or use of batteries or battery systems in connection with data center operations.

(b) Battery uses and storage systems, other than UPS battery systems, lithium-ion or other backup battery systems located within data halls or serving server racks, switchgear, or critical infrastructure, shall be in a separate standalone building a minimum of 50 feet away from any adjacent structure and must be readily accessible by the Bristol-Kendall Fire Protection District for firefighting efforts. These uses shall also be subject to the following additional safety requirements:

Developer shall prepare and maintain a fire safety and evacuation plan that shall be approved by the Bristol-Kendall Fire Protection District and the Yorkville Police Department 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.

Developer is required to install a fire detection and alarm system for both indoor and outdoor areas where batteries shall be stored. The method of fire detection must either an air-aspirating system or a radiant- energy sensing system. Developer shall install a sprinkler system for indoor rooms where batteries are stored, and must ensure said

rooms are separated from the remainder of the occupancy by two-hour barriers. Any structure where batteries are stored must provide a two-hour fire-resistance-rated enclosure and must have an automatic sprinkler system and detection system.

Article 3. Developer Obligations

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

3.2 Engineering and Roadway Reconstruction. Under the UDO, the Developer is responsible for reconstructing and making certain intersection improvements along the frontage of the Subject Property (the “Road Improvements”). In lieu of Developer completing the design and physical construction of said Road Improvements, the City has agreed to design and construct the Road Improvements subject to Developer’s payment of all costs incurred by the City.

All road, utility, and infrastructure improvements required in connection with the Subject Property, and any allocation of costs to Developer, shall be addressed exclusively in a future, separately negotiated and executed development or utility infrastructure agreement between the Parties. No obligation for construction of improvements or for payment of related costs shall arise under this PUD Agreement until such a separate agreement is executed by all parties. Any deadlines, cost estimates, or exhibits referenced herein are for planning purposes only and are not binding.

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

3.3 East Beecher Road Dedication Offset. Any payment in lieu of extending East Beecher Road shall be set forth only in a future, separately negotiated agreement, supported by detailed cost backup, prorated by phase or building permit, and offset against other impact fees or taxes. No payment obligation arises under this PUD Agreement until such an agreement is fully executed.

3.4 Noise Studies and Noise Monitoring. At the onset of each phase of construction, Developer shall install continuous noise monitoring devices recommended by a sound engineer chosen by the City, at discreet locations chosen by the City’s sound engineers. A preliminary noise monitoring report shall be prepared and submitted to the City within sixty (60) days after each building housing data center equipment on Subject Property is operational. The noise monitoring devices shall be maintained throughout the life of the Project, and the City shall have continuous access to the data they produce. If, at any time, noise levels on the Subject Property exceed those

permitted by the City's noise ordinance, the Developer shall investigate the source of the noise and identify and implement one or more means to mitigate the noise that is resulting in the noise ordinance violation.

The Developer shall be required to submit an initial noise study that shall include: (i) 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; (ii) and 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 City's noise ordinance.

The Developer shall be required to submit a final noise study that shall include: (i) noise source data for the specific equipment planned for the project based on actual sound level measurements of that specific equipment, made in accordance with nationally recognized standards and not on interpolated, extrapolated, or otherwise calculated sound levels; and (ii) a mitigation plan 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.

3.5 Water Usage. All obligations, certifications, or penalties relating to Developer's water usage shall be addressed exclusively in a future, separately negotiated Utility Agreement between Developer and the City. No obligations or penalties for water usage shall arise under this PUD Agreement.

3.6 Dedications. The Developer shall grant to the City certain right-of-way dedications, along all perimeter roads surrounding the Subject Property, pursuant to the map of right-of-way dedications illustrated in Exhibit H, ROW Dedications. Developer's right-of-way dedication obligations are limited solely to the locations and areas shown on Exhibit H. No additional dedications shall be required unless Developer agrees in writing.

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

3.8 No Liability for City Review. Developer acknowledges and agrees that (i) the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development of the Project or use of any portion of the Subject Property or the improvements and (ii) the City's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and

shall not, in any way be deemed to insure Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.

3.9 Cooperation with other Units of Local Government. The proposed Project affects various jurisdictions outside the City of Yorkville, including Kendall County and the Yorkville-Bristol Sanitary District. Developer understands that successful completion of the Project will require the cooperation of other Units of Local Government and could have a detrimental impact on of these other units of local government. To that effect, Developer shall enter into a separate Agreement with the Yorkville-Bristol Sanitary District for upgrades to the Sanitary District's wastewater treatment facilities and sanitary sewer infrastructure and with Kendall County regarding necessary improvements to Galena Road along the frontage of the Subject Property. No obligation for upgrades, improvements, or cost participation with other agencies shall arise under this PUD Agreement. Any such obligations shall only arise if and when a separate, mutually negotiated agreement is fully executed.

3.10 Emergency Operations Plan. Developer shall prepare a plan for emergency situations, including the Developer's plan and procedures for responding to, managing, and recovering from emergencies and disasters (an "Emergency Operations Plan"). The Emergency Operations Plan shall include the Developer's plans for sharing information, and coordinating emergency responses, with emergency response agencies, including, but not limited to, the Bristol-Kendall Fire Protection District and the Yorkville Police Department. The Emergency Operations Plan shall be submitted to the City prior to initial occupancy of the first building.

3.11 Operational Testing. From time to time, Developer will need to test certain operational components of the Data Center, such as generators. Developer agrees to only conduct such operational testing during the hours of 11:00 a.m. to 5:00 p.m., Monday through Friday, and not on any Holidays ("Holiday" shall be defined as any date that has been designated a state holiday by the State of Illinois).

3.12 Development Offsets.

Any obligation to pay development offsets, impact fees, or similar charges shall be addressed exclusively in a future, separately negotiated agreement, with all amounts and terms to be determined based on actual project scope and costs. No such payment obligations arise under this PUD Agreement.

3.13 Hold Harmless and Indemnification. Developer shall hold harmless the City, and all of its elected, appointed officials, and employees (collectively the "City Parties") from any and all third-party claims that may be asserted against the City Parties in connection with (i) the City's review and approval of any plans or improvements, (ii) the City's issuance of any approval, permit or certificate, or (iii) Developer's development, construction, maintenance, or use of the Subject Property. Developer's obligation to indemnify or hold harmless the City Parties shall not apply to claims resulting from the City's own negligence, willful misconduct, or breach of this Agreement, nor to any claim asserted by the City Parties themselves.

3.14 Casualty and Rebuilding Rights. If any structure or improvement on the Subject Property is damaged or destroyed by casualty or natural disaster, Developer or subsequent owner has the explicit right to rebuild or repair such structure or improvement to its original permitted size, height, density, and use without requiring further zoning approvals or public hearings. The City shall promptly issue all necessary permits to facilitate rebuilding consistent with originally approved plans, subject only to compliance with applicable building codes. The PUD entitlements and vested protections shall fully apply to all rebuilt structures.

Article 4. City Obligations

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

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

The City's issuance of any Building Permits shall be contingent upon the Developer entering into the following separate agreements with the City related to the Project and the Subject Property: a Development Agreement, and a Utility Infrastructure Agreement. Such assistance, including the execution of the separate agreements listed above, shall not be unreasonably withheld, conditioned, or delayed by the City, and shall not be conditioned upon Developer entering into any agreement or obligation not expressly required by this PUD Agreement. Such agreements shall be required only as a condition to the issuance of permits for the relevant phases, and shall not affect the vesting or effectiveness of this PUD Agreement.

4.3 UDO Freeze. For the term of this Agreement, no amendment to the Unified Development Ordinance or any City code, ordinance, or regulation shall apply to the Subject Property if it imposes more stringent or additional requirements, unless Developer agrees in writing or required

by state or federal law. All rights and standards granted by this PUD are vested and frozen for the full term. After expiration of this Agreement, the Subject Property shall continue to be governed by the underlying M-2 zoning, together with all special use approvals, entitlements, variations, and standards explicitly granted by this PUD, unless amended pursuant to applicable law with Developer's consent or as otherwise explicitly provided in Article 5..

4.4 Equal Treatment. The City acknowledges Developer's substantial up-front investment in the Subject Property and agrees that, while generally applicable permit fees and building codes are not frozen, the City shall not impose, adopt, or enforce any new fee, requirement, or regulation after the Effective Date other than those agreed to in a Development Agreement or Utility Infrastructure Agreement between the Developer and the City. . These protections shall apply for the full term of this Agreement, and nothing herein overrides the broader UDO freeze or vesting protections provided in this Agreement.

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

Article 5. Term

This Agreement shall remain in full force and effect for a period of twenty (20) years from the Effective Date, unless earlier terminated or amended by mutual written agreement of the Parties, or revoked for material breach as provided herein. No sunset, automatic expiration, or reverter shall occur based on build-out, inactivity, or the passage of time less than twenty (20) years. After expiration of this Agreement, the PUD and all rights granted herein shall remain permanently effective, running with the land, subject only to amendment or revocation pursuant to applicable law, after notice, a public hearing, and shall either for cause or with Developer's written consent.

Article 6. Notices

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

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

With a copy to:

Pioneer Development, LLC
30 N. Gould Street, #38989
Sheridan, Wyoming 82801
Attn: Matt McCarron

David J. Silverman
Mahoney, Silverman & Cross, LLC
822 Infantry Drive, Suite 100
Joliet, Illinois 60435

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

With a copy to:

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

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

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

Article 7. Mutual Understandings

7.1 Contingent Agreements. Any future development, utility, or infrastructure agreements required for the Project shall be separately negotiated and executed, and shall be required as a condition to issuance of permits or commencement of relevant project phases. Failure by Developer to enter into a separate Utility Agreement and Development Agreement shall be considered a material breach and cause for the City to terminate this Agreement under Section 7.3

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

cannot reasonably be completed within thirty (30) days, the cure period shall be reasonably extended as long as diligent efforts are underway.

7.3 Enforcement: Remedies.

Termination of this Agreement, but not the PUD, is permitted only for a material breach that remains uncured after written notice specifying the breach and a thirty (30) day cure period, which shall be reasonably extended if cure cannot be completed within thirty (30) days and diligent efforts are underway. Minor or technical breaches shall not be grounds for termination. Remedies for breach are limited to specific performance, injunctive relief, or termination for a real, uncured material breach. Neither party shall be liable for monetary damages under this Agreement.

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

G. Amendments to Approved Planned Unit Development.

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

4. Approval Processes.

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

b. **Minor Amendment.**

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

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

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

7.7 Force Majeure. In the event the performance of any covenant to be performed hereunder by a Party is delayed for causes which are beyond the reasonable control of the Party responsible for such performance (which causes shall include, but not be limited to, acts of God; inclement weather conditions; global pandemic; strikes; material shortages; lockouts; the revocation, suspension, or inability to secure any necessary governmental permit, other than a City license or permit; and any similar case), the time for such performance shall be extended by the amount of time of such delay. Force majeure shall also include supply chain disruptions, delays or inability to obtain equipment or materials, utility or power grid shortages or delays, and governmental or regulatory actions, inactions, or delays (including those of the City) affecting approvals, permits, or operations. All deadlines, performance obligations, and cure periods under this Agreement shall be automatically extended for the duration of any force majeure event.

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

assign, subdivide, or transfer all or any portion of its interest in the Subject Property and this Agreement to any party, upon written notice to the City. City consent is not required for any such assignment, subdivision, or financing. Upon such transfer, the transferee assumes all obligations for the assigned portion and the transferor is released from further liability for such portion. This Agreement and all rights and obligations hereunder shall run with the land and bind all successors and assigns.

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

7.10 Effective Date. Developer is contract purchaser of the Subject Property. To this end this Agreement shall become effective as of the date of the Developer's, or Developer's assignee's, acquisition of the Subject Property.

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

United City of Yorkville

Attest:

By: _____
Mayor

By: _____

Date: _____, 2025

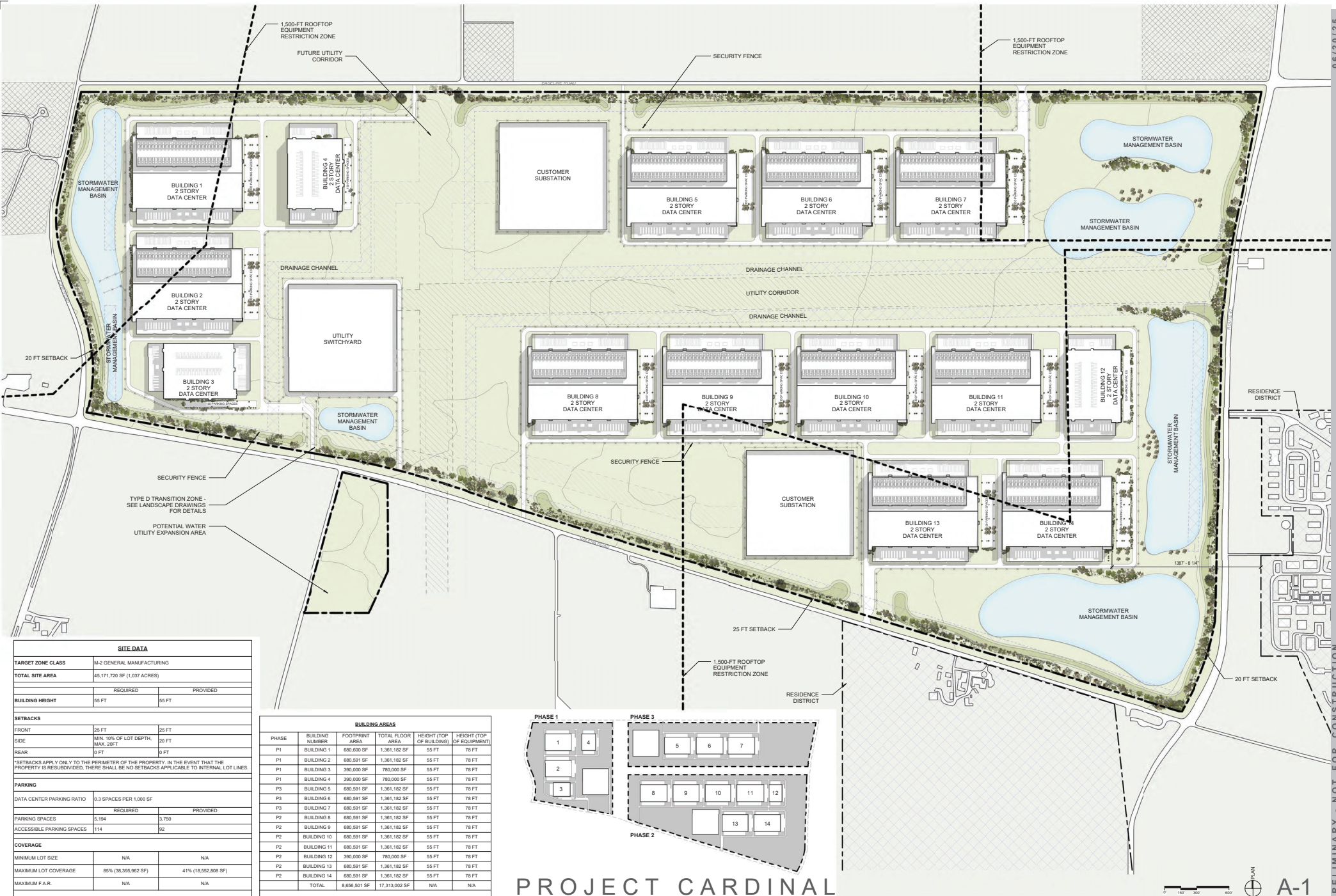
Pioneer Development, LLC

By: _____

Date: _____, 2025

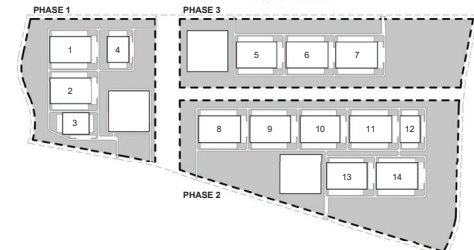
EXHIBIT LIST

Exhibit A-	Site Plan
Exhibit B-	Phasing Plan
Exhibit C-	Proposed Path Locations Map
Exhibit D-	Landscape Plan
Exhibit E-	Building Elevations
Exhibit F-	Roadway Cross Section
Exhibit G-	Road Improvement Cost Estimate
Exhibit H-	ROW Dedications



SITE DATA		
TARGET ZONE CLASS	M-2 GENERAL MANUFACTURING	
TOTAL SITE AREA	45,171,720 SF (1,037 ACRES)	
BUILDING HEIGHT	REQUIRED	PROVIDED
	55 FT	55 FT
SETBACKS		
FRONT	55 FT	25 FT
SIDE	MIN. 10% OF LOT DEPTH, MAX. 20 FT	20 FT
REAR	0 FT	0 FT
*SETBACKS APPLY ONLY TO THE PERIMETER OF THE PROPERTY. IN THE EVENT THAT THE PROPERTY IS RESUBDIVIDED, THERE SHALL BE NO SETBACKS APPLICABLE TO INTERNAL LOT LINES.		
PARKING		
DATA CENTER PARKING RATIO	REQUIRED	PROVIDED
	0.3 SPACES PER 1,000 SF	
PARKING SPACES	5,194	3,750
ACCESSIBLE PARKING SPACES	114	92
COVERAGE		
MINIMUM LOT SIZE	N/A	N/A
MAXIMUM LOT COVERAGE	85% (38,395,962 SF)	41% (18,552,808 SF)
MAXIMUM F.A.R.	N/A	N/A

BUILDING AREAS					
PHASE	BUILDING NUMBER	FOOTPRINT AREA	TOTAL FLOOR AREA	HEIGHT (TOP OF BUILDING)	HEIGHT (TOP OF EQUIPMENT)
P1	BUILDING 1	680,400 SF	1,361,182 SF	55 FT	78 FT
P1	BUILDING 2	390,000 SF	780,000 SF	55 FT	78 FT
P1	BUILDING 3	390,000 SF	780,000 SF	55 FT	78 FT
P1	BUILDING 4	680,591 SF	1,361,182 SF	55 FT	78 FT
P3	BUILDING 5	680,591 SF	1,361,182 SF	55 FT	78 FT
P3	BUILDING 6	680,591 SF	1,361,182 SF	55 FT	78 FT
P3	BUILDING 7	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 8	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 9	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 10	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 11	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 12	390,000 SF	780,000 SF	55 FT	78 FT
P2	BUILDING 13	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 14	680,591 SF	1,361,182 SF	55 FT	78 FT
	TOTAL	8,656,501 SF	17,313,002 SF	N/A	N/A

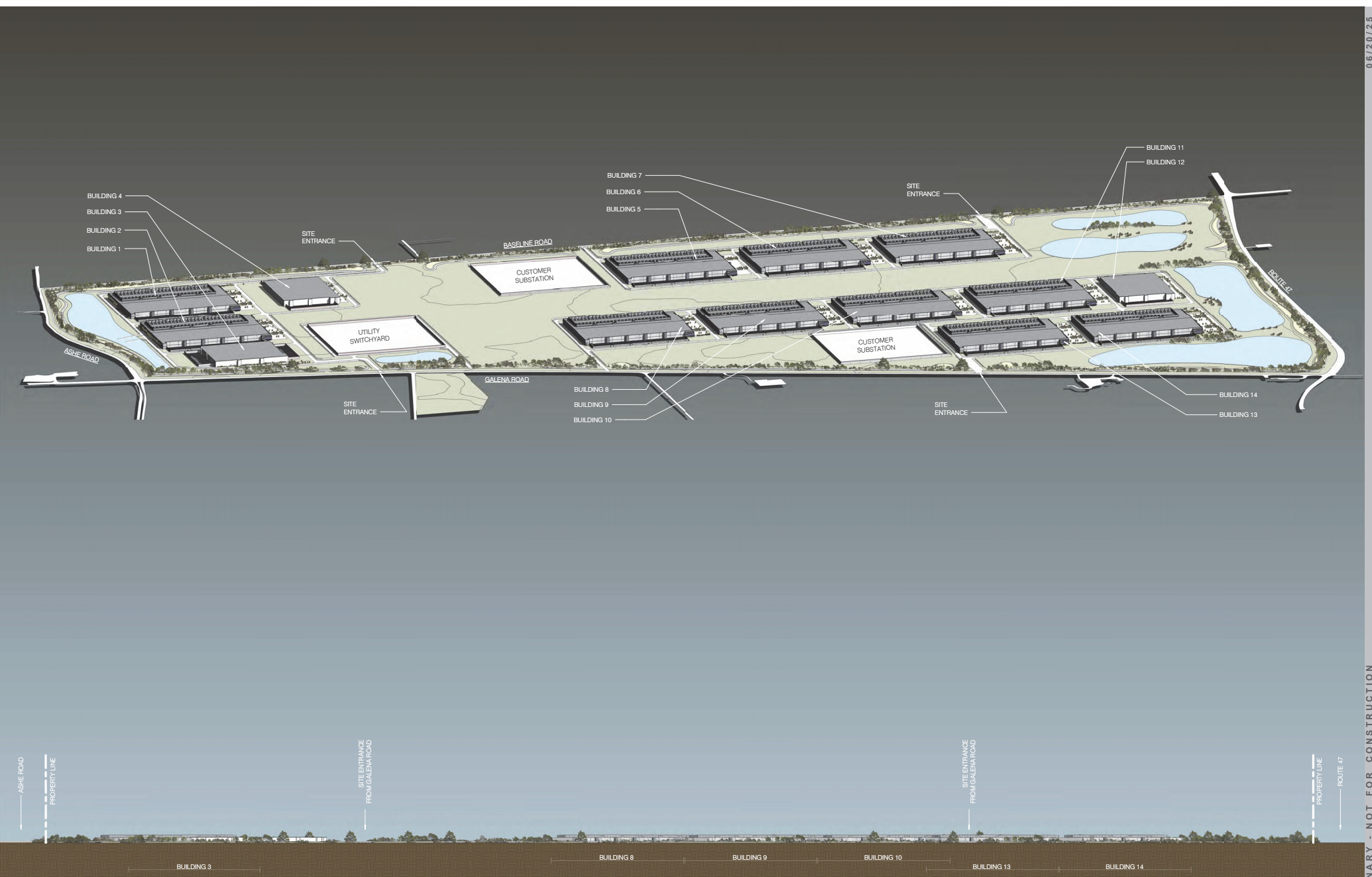


PROJECT CARDINAL

SITE PLAN



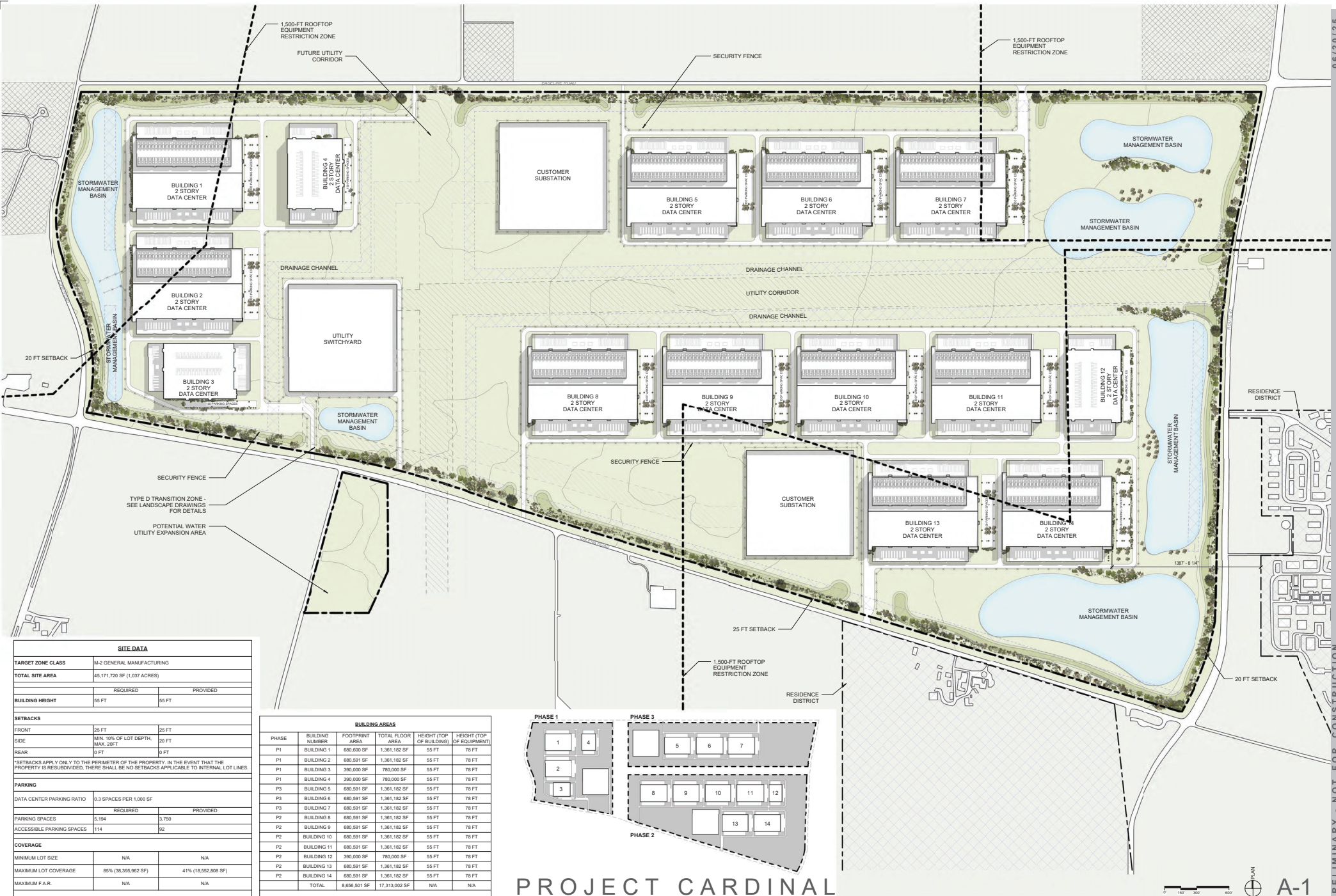
A-1



1 SOUTH SITE ELEVATION - FROM GALENA ROAD
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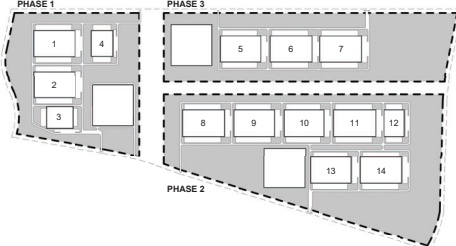
PROJECT CARDINAL

A-8



SITE DATA		
TARGET ZONE CLASS	M-2 GENERAL MANUFACTURING	
TOTAL SITE AREA	45,171,720 SF (1,037 ACRES)	
BUILDING HEIGHT	REQUIRED	PROVIDED
	55 FT	55 FT
SETBACKS		
FRONT	55 FT	25 FT
SIDE	MIN. 10% OF LOT DEPTH, MAX. 20 FT	20 FT
REAR	0 FT	0 FT
*SETBACKS APPLY ONLY TO THE PERIMETER OF THE PROPERTY. IN THE EVENT THAT THE PROPERTY IS RESUBDIVIDED, THERE SHALL BE NO SETBACKS APPLICABLE TO INTERNAL LOT LINES.		
PARKING		
DATA CENTER PARKING RATIO	0.3 SPACES PER 1,000 SF	
PARKING SPACES	REQUIRED	PROVIDED
	5,194	3,750
ACCESSIBLE PARKING SPACES	114	92
COVERAGE		
MINIMUM LOT SIZE	N/A	N/A
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P1	BUILDING 4	390,000 SF	780,000 SF	55 FT	78 FT
P3	BUILDING 5	680,591 SF	1,361,182 SF	55 FT	78 FT
P3	BUILDING 6	680,591 SF	1,361,182 SF	55 FT	78 FT
P3	BUILDING 7	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 8	680,591 SF	1,361,182 SF	55 FT	78 FT
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P2	BUILDING 11	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 12	390,000 SF	780,000 SF	55 FT	78 FT
P2	BUILDING 13	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 14	680,591 SF	1,361,182 SF	55 FT	78 FT
	TOTAL	8,656,501 SF	17,313,002 SF	N/A	N/A



PROJECT CARDINAL

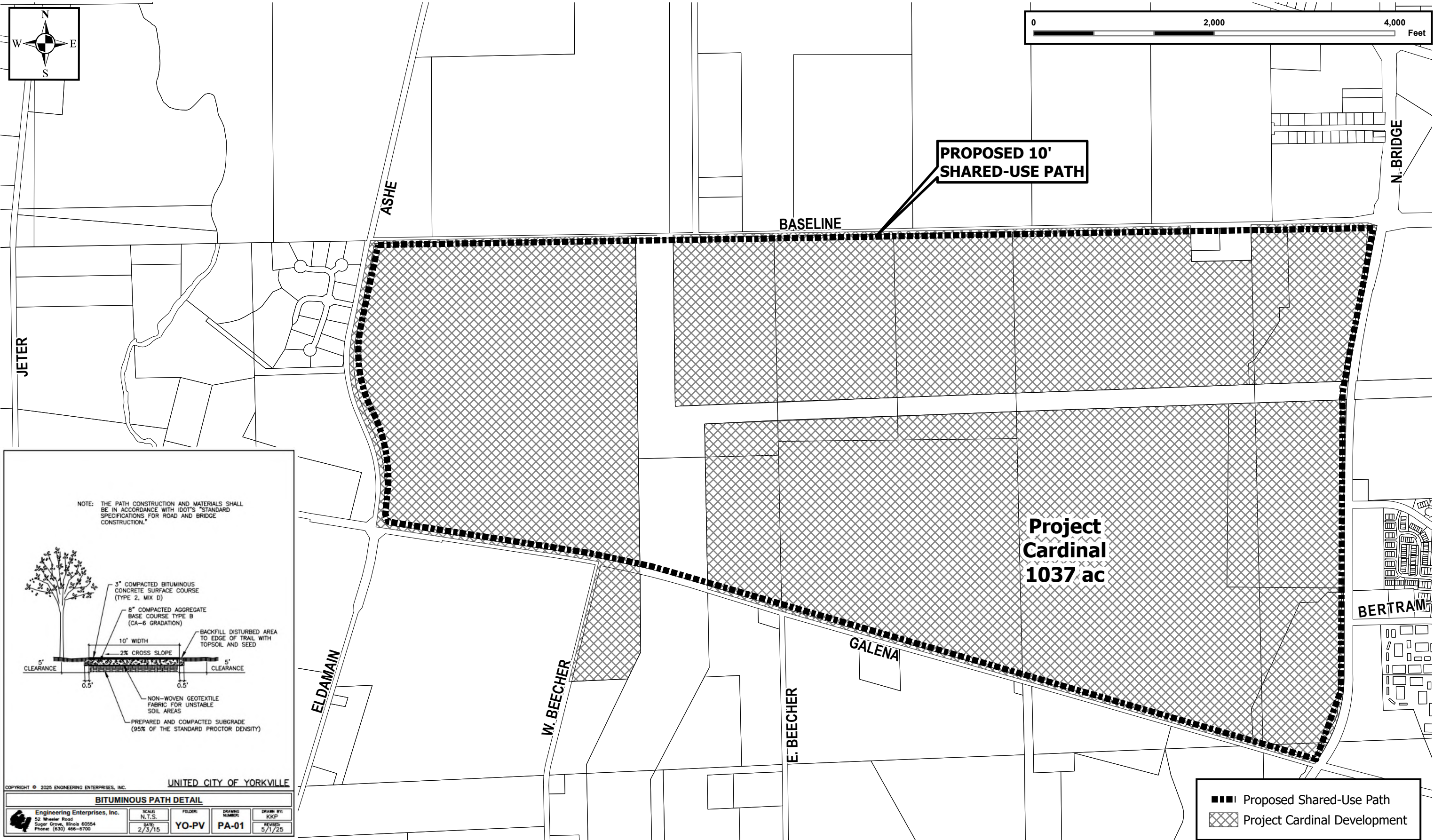
SITE PLAN



A-1

06/20/25

PRELIMINARY - NOT FOR CONSTRUCTION





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

DATE:	MAY 2025
PROJECT NO.:	Y02451
PATH:	H:/GIS/PUBLIC/YORKVILLE/2024/
FILE:	Y02451_PROJECT CARDINAL ROADWAY EXHIBITS

PROJECT CARDINAL

EXHIBIT C
PROPOSED PATH LOCATIONS



1. LOCATION: ALL OFF-STREET PARKING AREAS WHICH ABUT A PUBLIC OR PRIVATE RIGHT-OF-WAY, EXCLUDING ALLEYS, SHALL INCLUDE LANDSCAPE AND TREES AS REQUIRED BY THIS SECTION LOCATED BETWEEN THE BACK OF CURB OF THE OFF-STREET PARKING AREA AND THE RIGHT-OF-WAY.

2. PERIMETER LANDSCAPE SHALL BE ESTABLISHED ALONG THE EDGE OF THE OFF-STREET PARKING AREA AND HAVE A MINIMUM WIDTH OF SEVEN (7) FEET AS MEASURED FROM THE BACK OF CURB OF THE OFF-STREET PARKING AREA, TO ACCOMMODATE VEHICLE BUMPER OVERHANG AND ENSURE PLANTING AREAS THAT ARE ADEQUATE IN SIZE.
- A. ONE (1) SHRUB OR NATIVE GRASSES SHALL BE PLANTED FOR EVERY THREE (3) FEET OF LANDSCAPE AREA LENGTH.
- B. LANDSCAPED AREAS OUTSIDE OF SHRUBS/NATIVE GRASSES AND TREE MASSES SHALL BE PLANTED IN FINISHED GROUND COVER INCLUDING MULCH OR STONEWORK.

keyplan



date	03/13/25
------	----------

CONFIDENTIAL

project	Project Name
---------	--------------

sheet title
PARKING AND BUILDING FOOUNDATION PLANTINGS

L-02

no.	date	description
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[illegible]

registration

PRELIMINARY - NOT FOR
CONSTRUCTION



date

03/13/25

CONFIDENTIAL

project

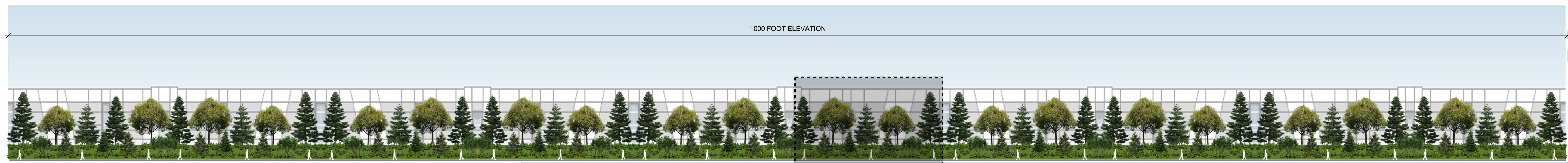
Project Name

sheet title

ELEVATIONS

sheet number

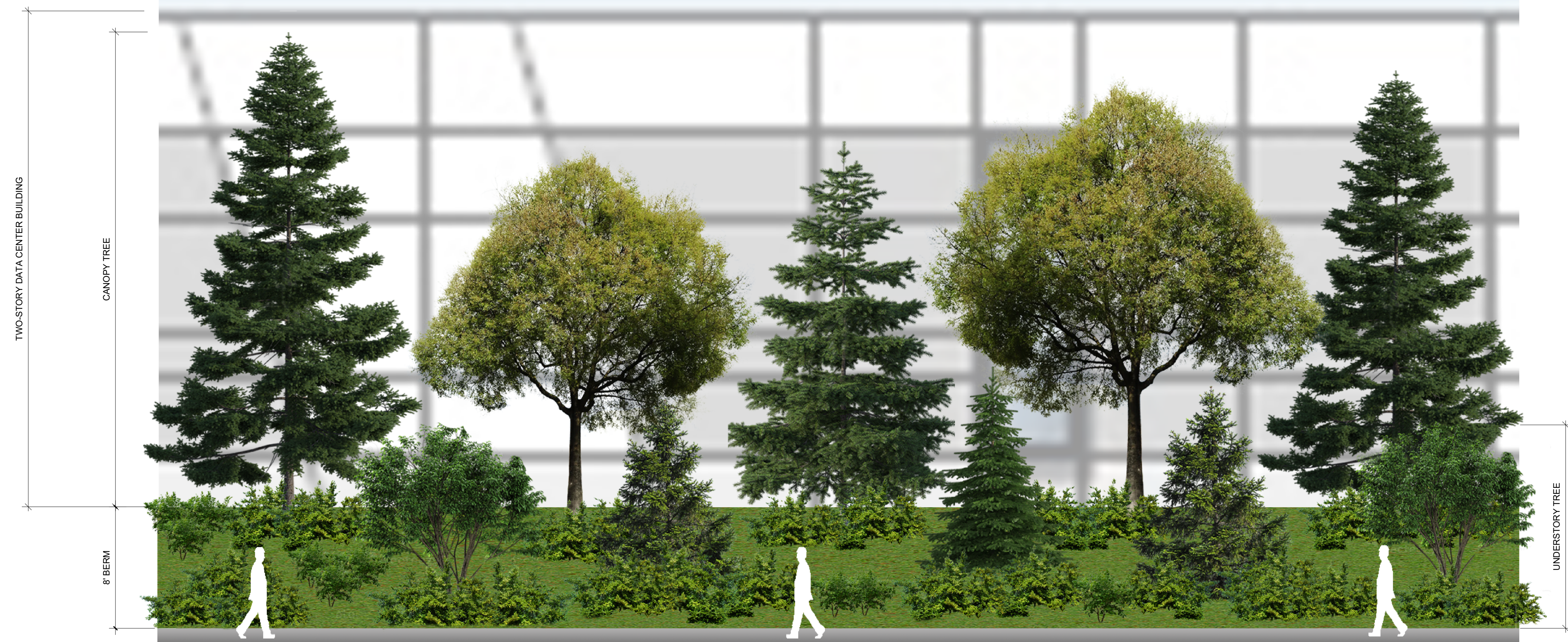
NA3



ENLARGED 1000' ELEVATION FROM RT 47

ENLARGED ELEVATION

100 LINEAR FEET



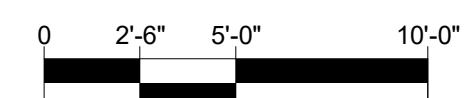
ENLARGED 100' ELEVATION FROM RT 47

TRANSITIONAL ZONE TYPE D REQUIREMENTS

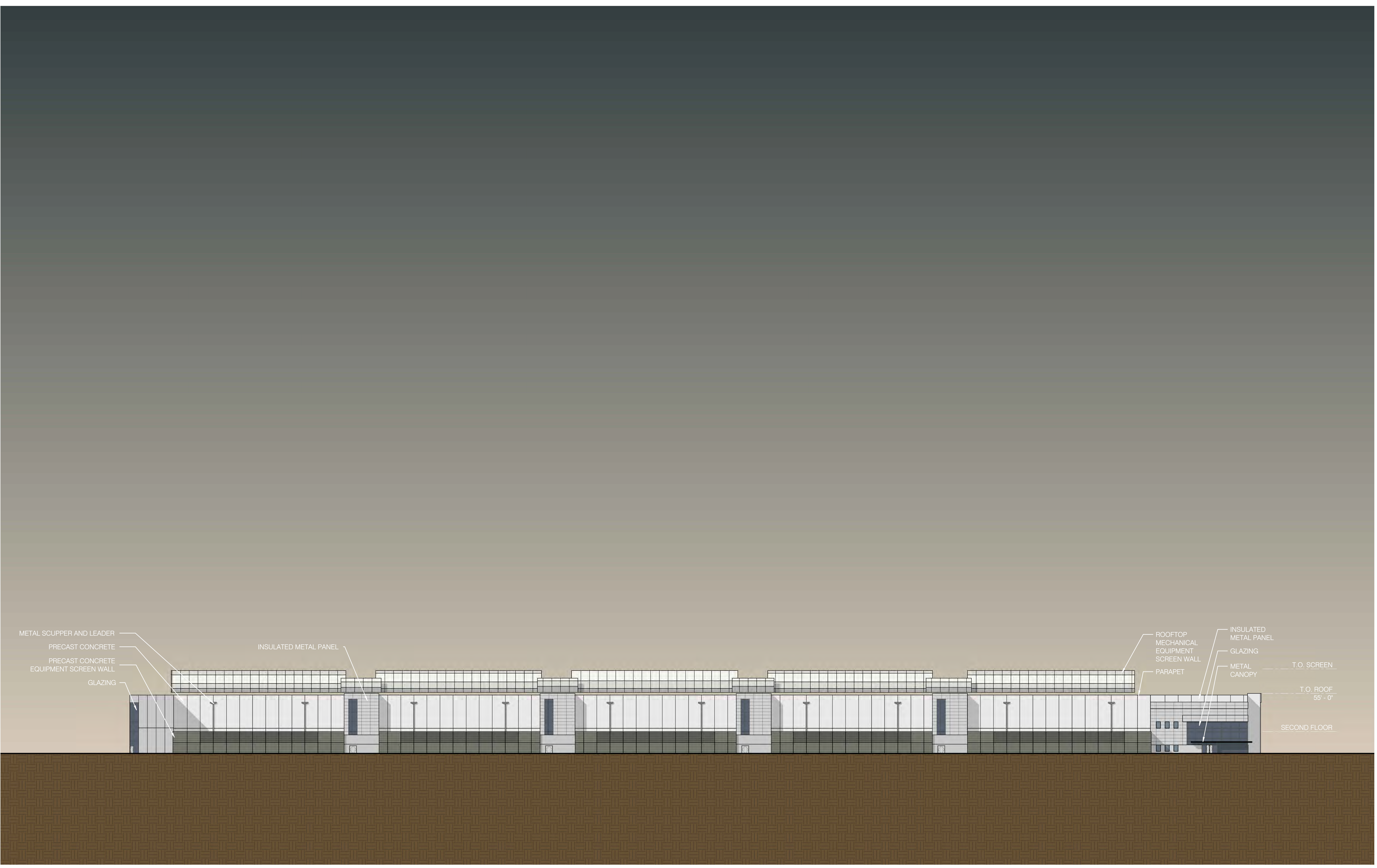
TRANSITIONAL ZONE D:

- A. TRANSITION ZONE TYPE D STANDARDS
- B. MINIMUM ZONE WIDTH- 100' PER FUTURE DATA CENTER ORDINANCE
- C. MINIMUM NUMBER OF LANDSCAPE ELEMENTS PER 100 LINEAR FEET:
 - UNDERSTORY TREES: 5
 - CANOPY/EVERGREEN TREES: 5
 - SHRUBS/NATIVE GRASSES: 35





NOTE:
REQUIRED YARD SETBACKS WILL BE UTILIZED FOR TRANSITION
ZONE LANDSCAPE.



6/5/2025 11:27:34 AM

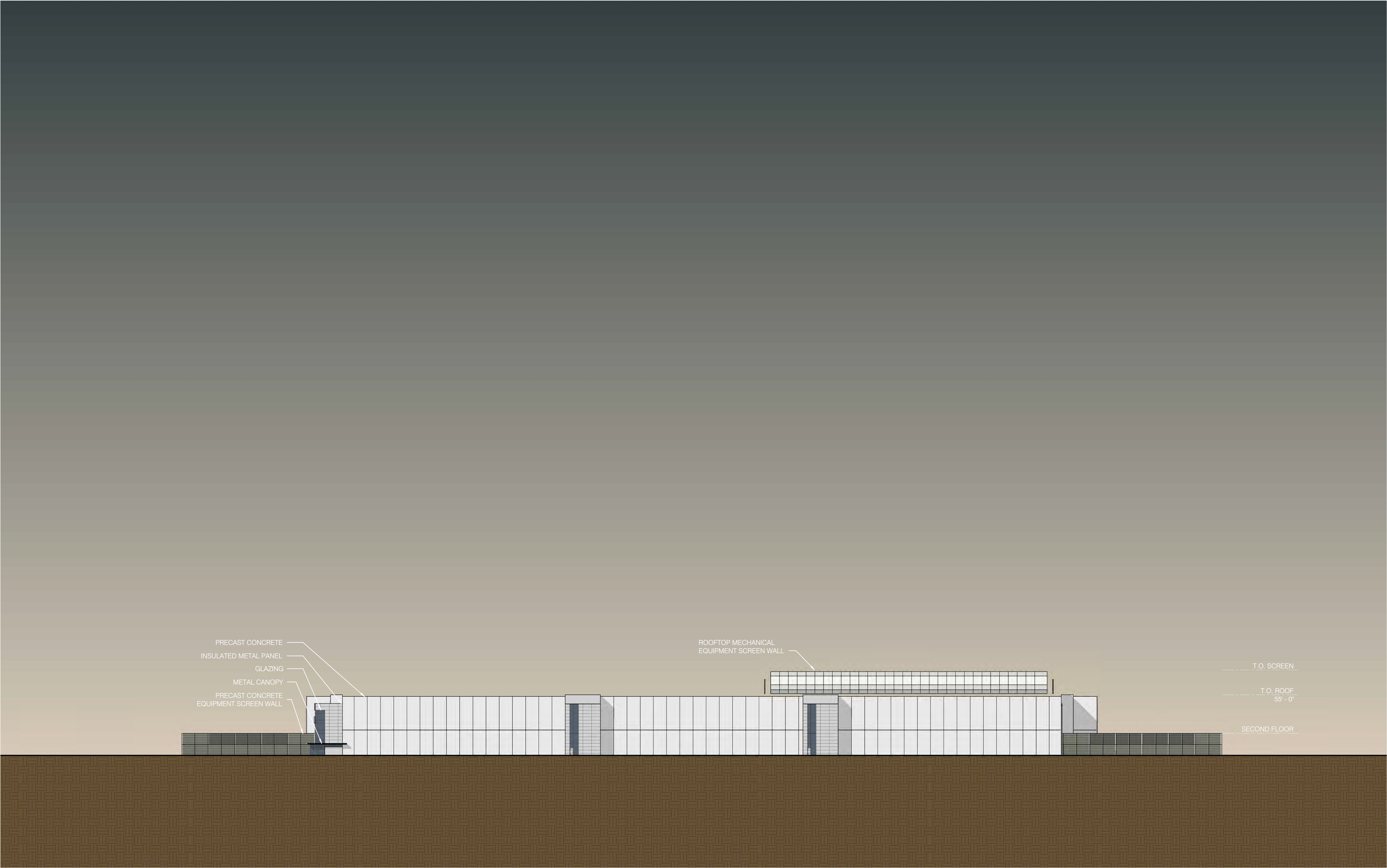


ELEVATION LEGEND

	PRECAST CONCRETE PANEL OR SIMILAR - LIGHT GREY		INSULATED METAL PANEL OR SIMILAR - MEDIUM GREY		GLAZING		PRECAST CONCRETE EQUIPMENT SCREEN WALL
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PROJECT CARDINAL

A-2

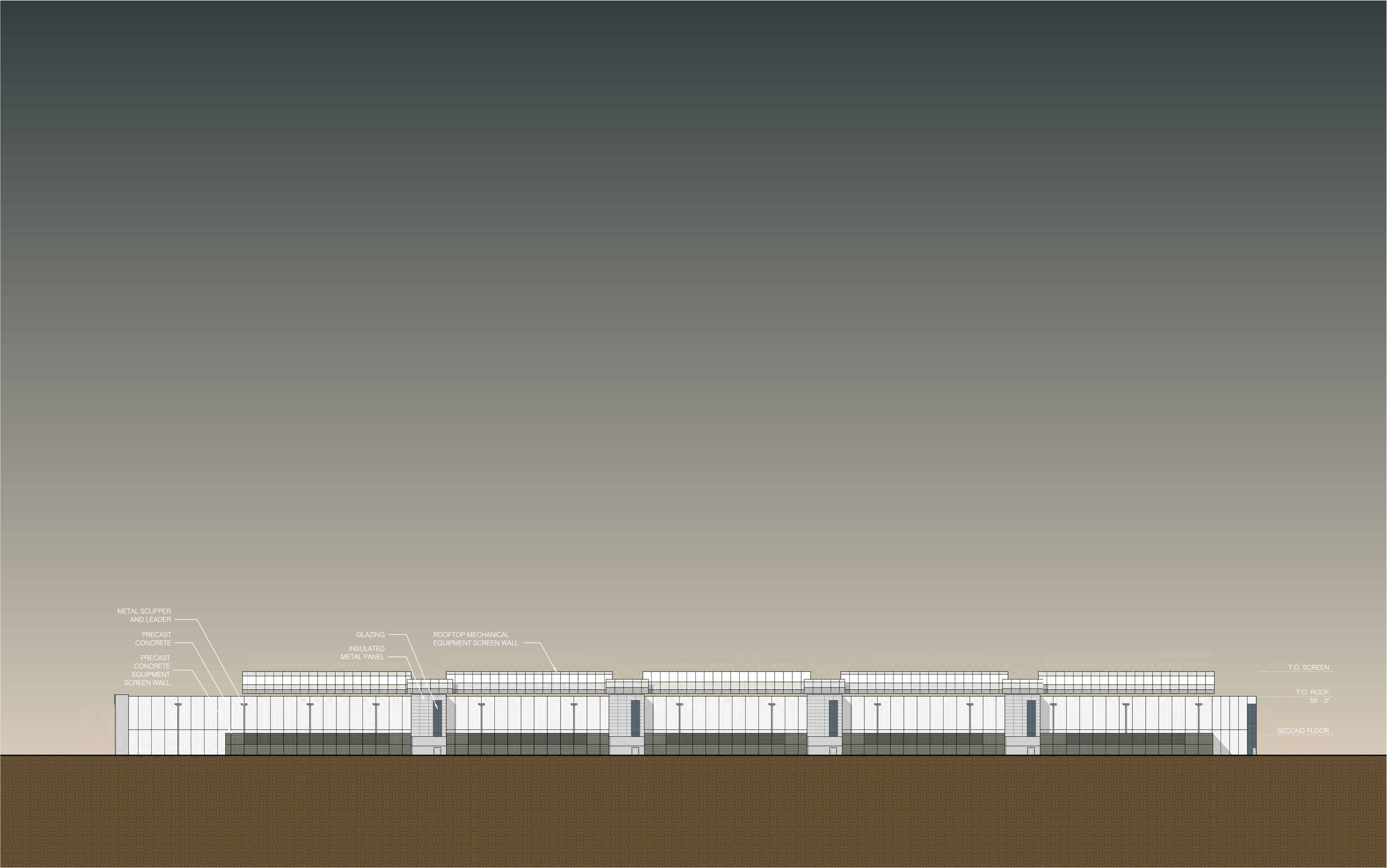


ELEVATION LEGEND

PRECAST CONCRETE PANEL OR SIMILAR - LIGHT GREY	INSULATED METAL PANEL OR SIMILAR - MEDIUM GREY	GLAZING	PRECAST CONCRETE EQUIPMENT SCREEN WALL
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PROJECT CARDINAL

A-3

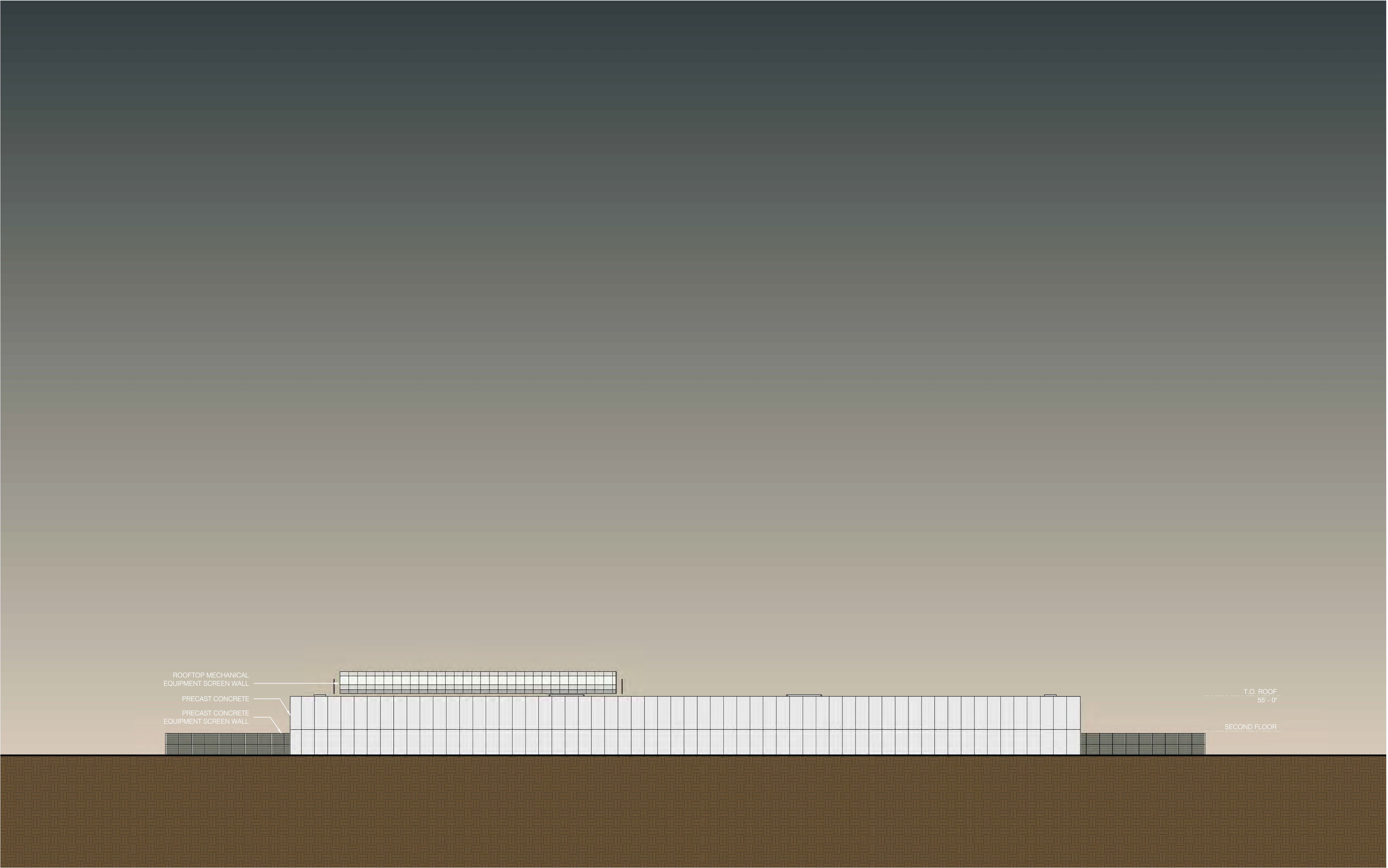


ELEVATION LEGEND

- PRECAST CONCRETE PANEL OR SIMILAR - LIGHT GREY
- INSULATED METAL PANEL OR SIMILAR - MEDIUM GREY
- GLAZING
- PRECAST CONCRETE EQUIPMENT SCREEN WALL

PROJECT CARDINAL

A-4

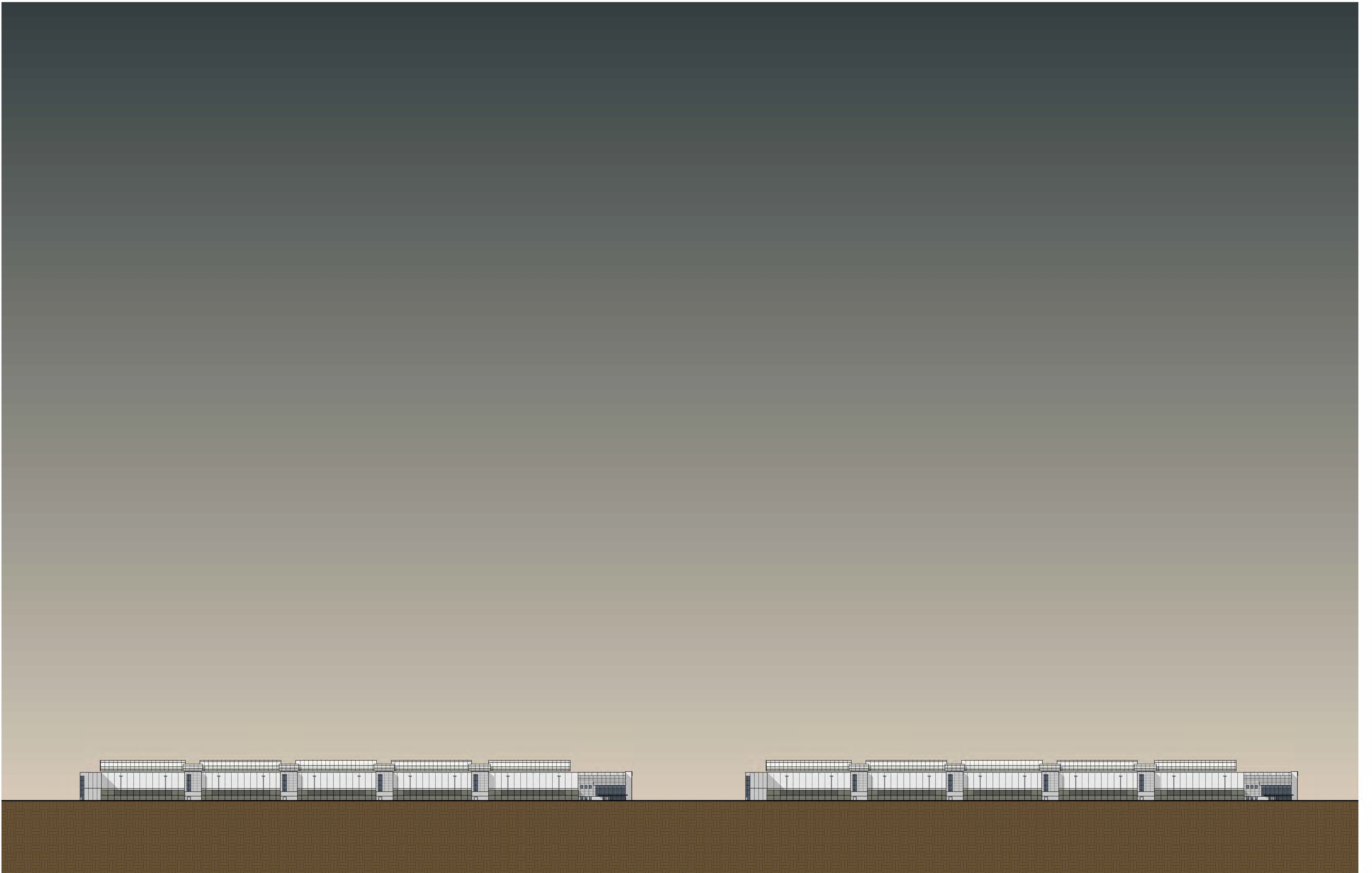


ELEVATION LEGEND

- PRECAST CONCRETE PANEL OR SIMILAR - LIGHT GREY ■ INSULATED METAL PANEL OR SIMILAR - MEDIUM GREY ■ GLAZING ■ PRECAST CONCRETE EQUIPMENT SCREEN WALL

PROJECT CARDINAL

A-5



PROJECT CARDINAL

A-6

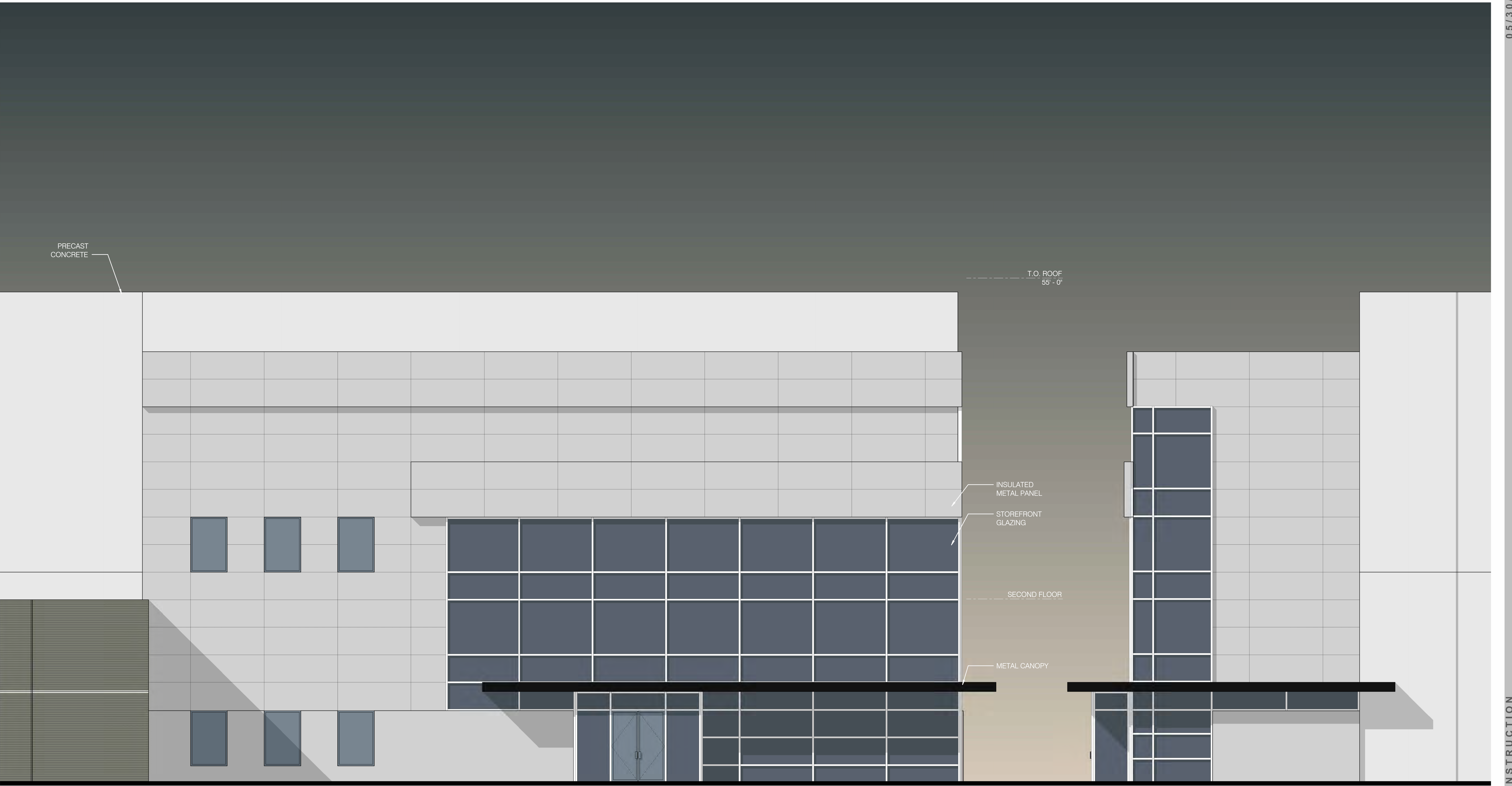


PIONEER DEVELOPMENT

SOUTH ELEVATIONS



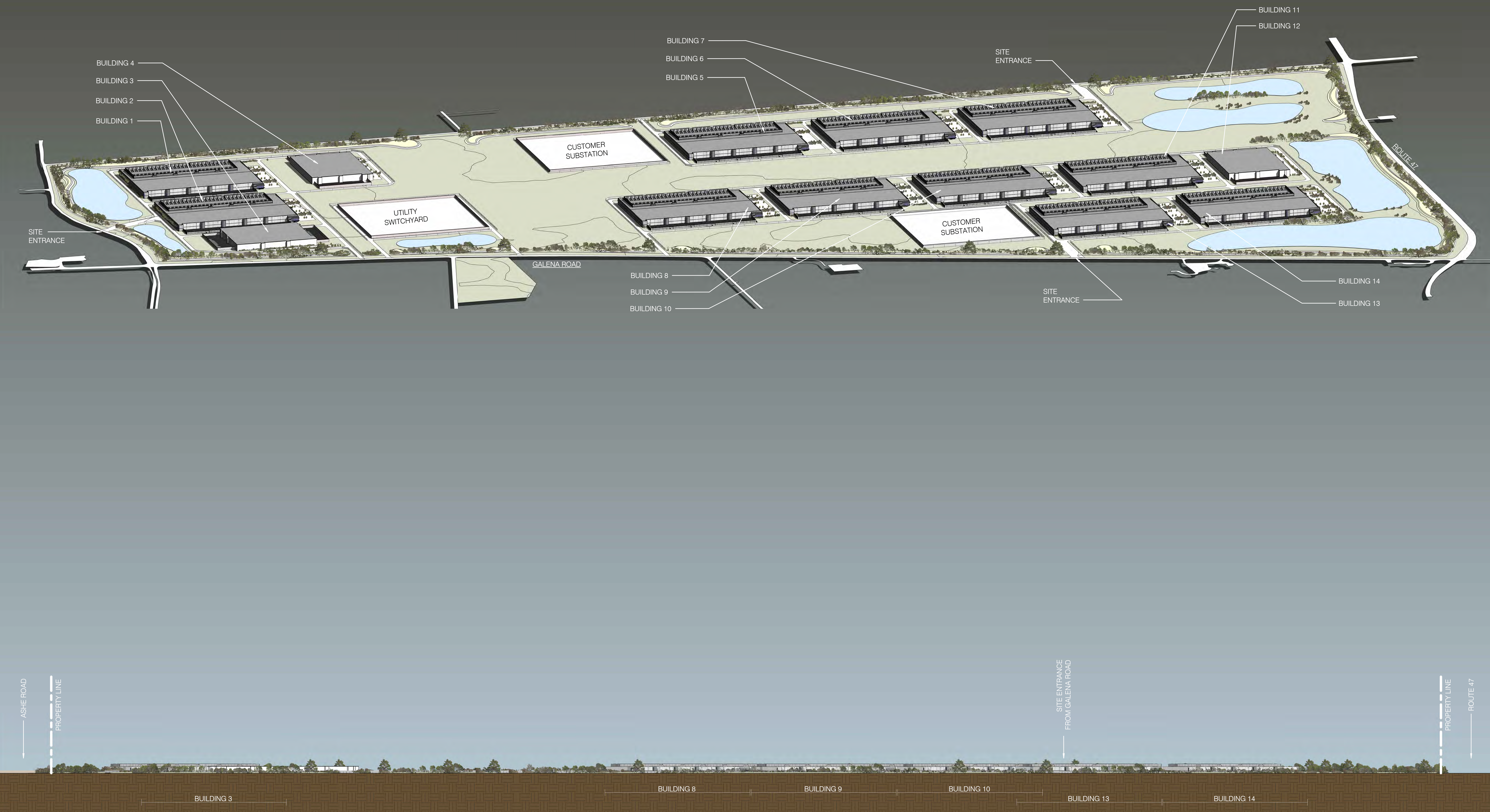
05/30/25
PRELIMINARY - NOT FOR CONSTRUCTION



PROJECT CARDINAL

A-7

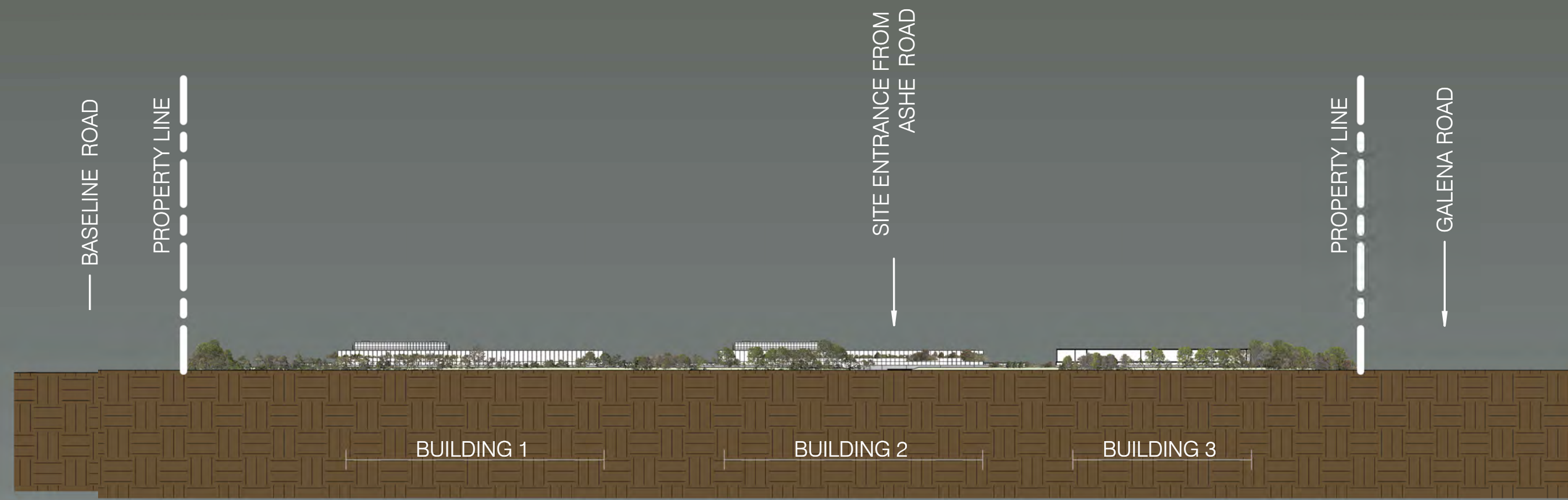
FRONT OF HOUSE



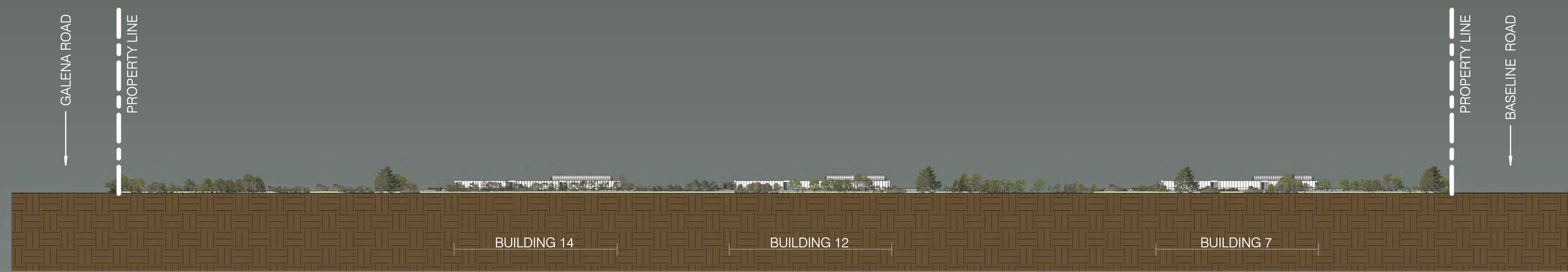
1 SOUTH SITE ELEVATION - FROM GALENA ROAD
SCALE: 1" = 300'-0"

PROJECT CARDINAL

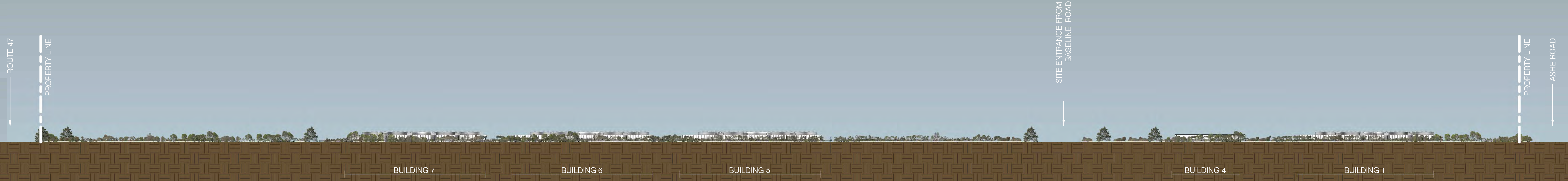
A-8



WEST SITE ELEVATION - FROM ASHE ROAD
SCALE: 1" = 300'-0"



2 EAST SITE ELEVATION - FROM ROUTE 47
SCALE: 1" = 300'-0"



3 NORTH SITE ELEVATION - FROM BASELINE ROAD
SCALE: 1" = 300'-0"

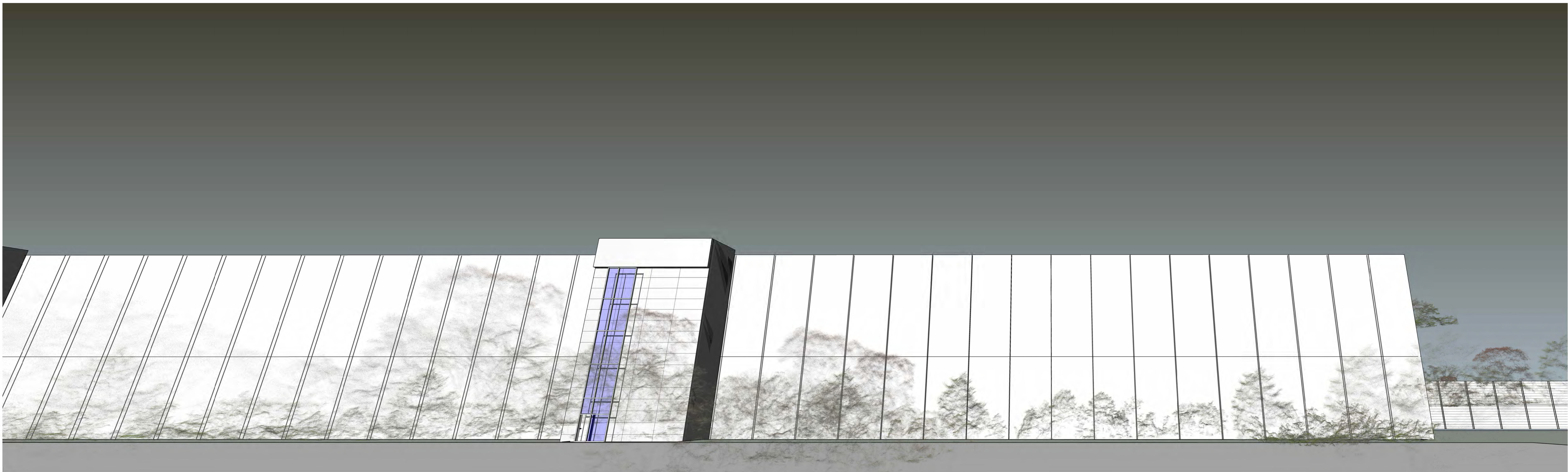
PROJECT CARDINAL

A-9

SITE ELEVATION



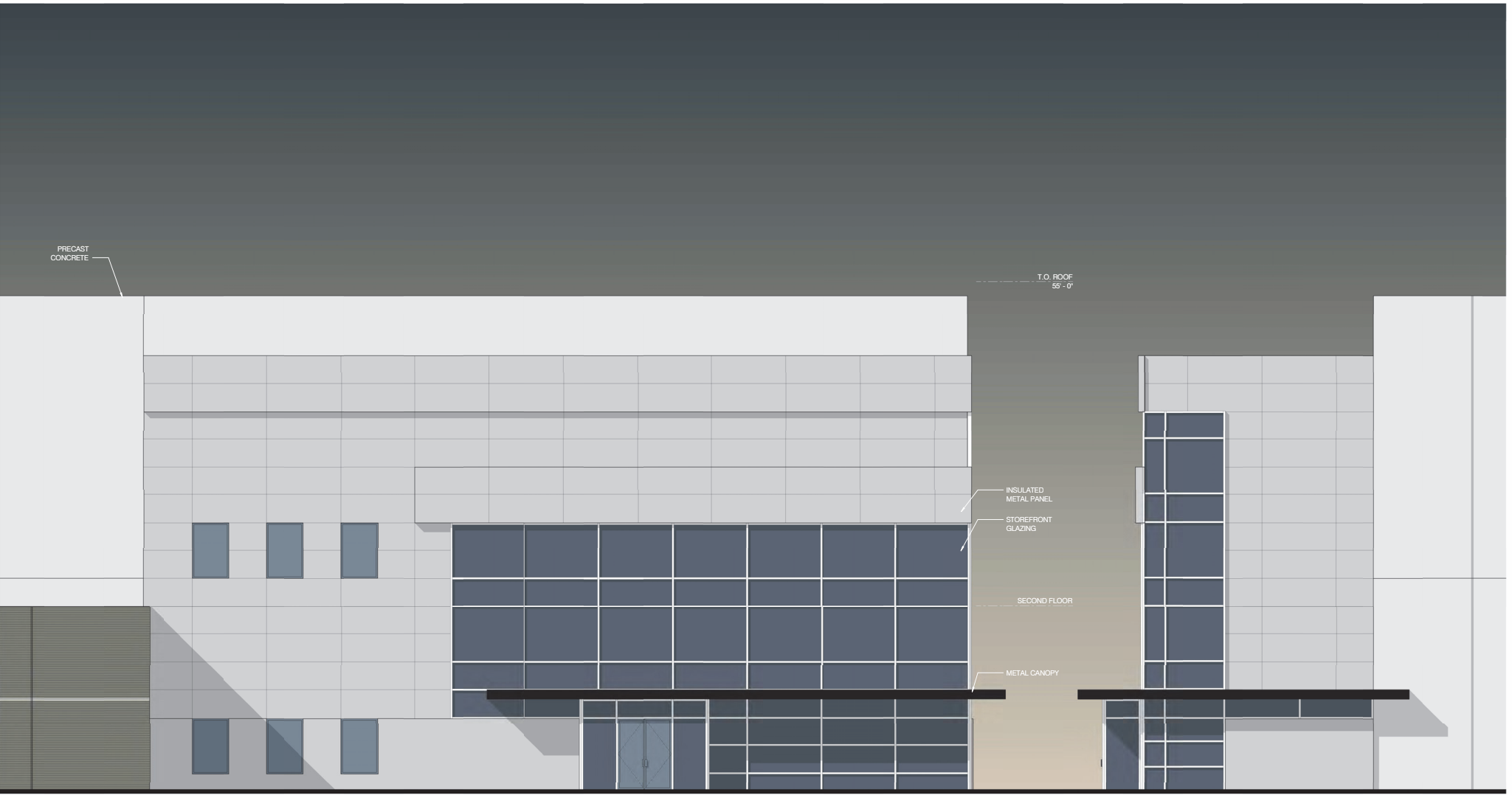
1 PERSPECTIVE: FRONT OF HOUSE CORNER
SCALE: NTS



2 PERSPECTIVE: ROOFTOP EQUIPMENT FROM PARKING LOT
SCALE: NTS

PROJECT CARDINAL

A-10



PROJECT CARDINAL

A-7



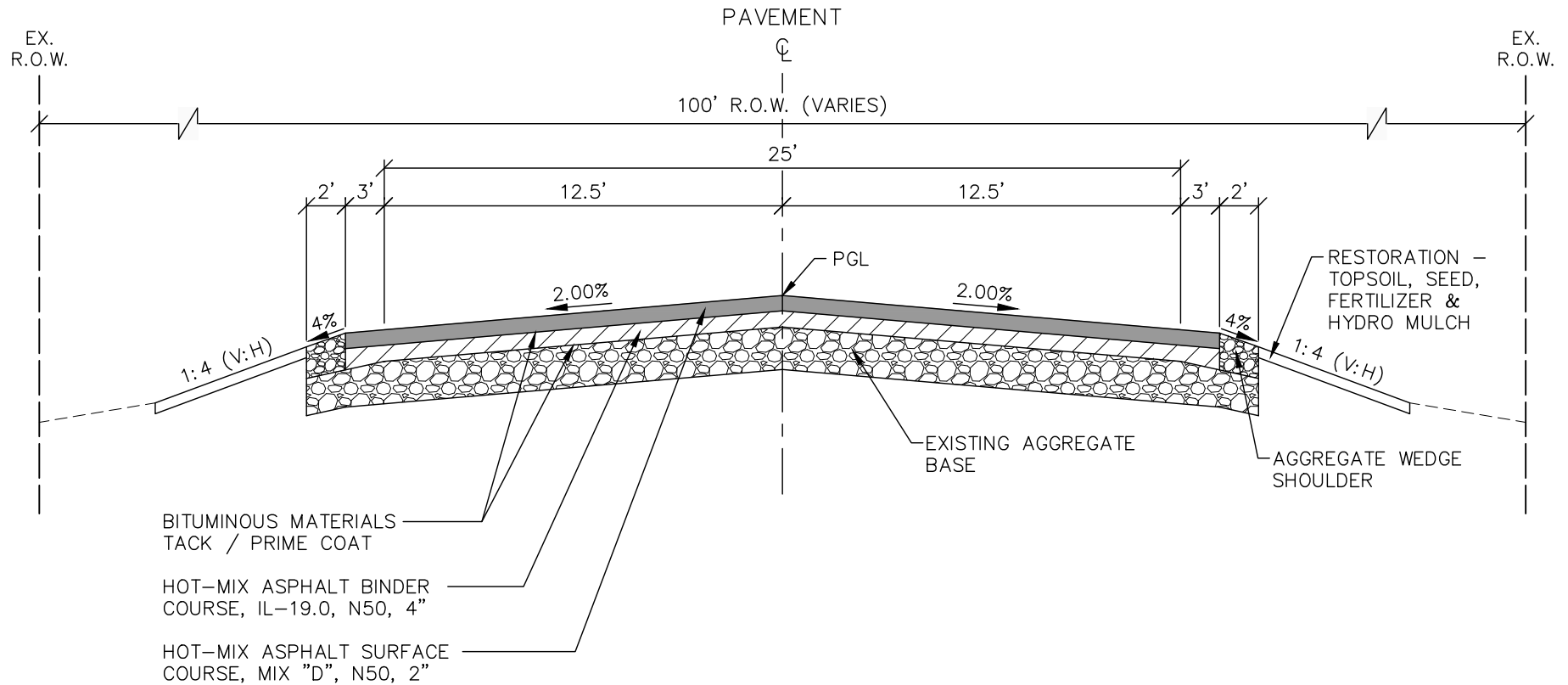
PIONEER DEVELOPMENT

FRONT OF HOUSE



Plotted: May 19, 2025 @ 4:20 PM By: Sarah Lasfalk - Tab: Ashe Road Section

PROPOSED ASHE ROAD PAVEMENT SECTION



CROSS SECTION



Engineering Enterprises, Inc.

52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 - www.eeiweb.com

SCALE:
NTS

DRAWN BY:
SBL

DATE:
05/19/25

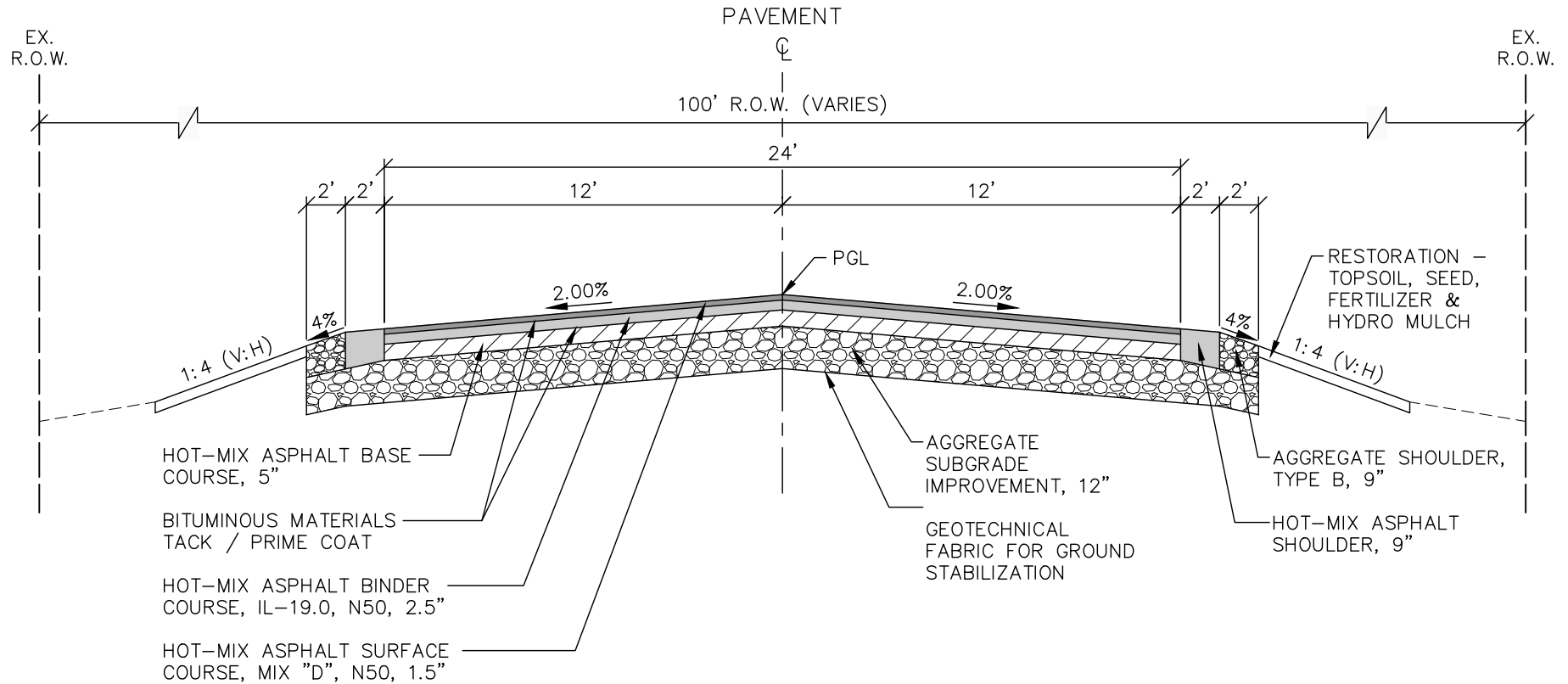
REVISED:

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

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Path: H: \SDSKPROJ\YO_YORKVILLE\2024\Y02451\DWG EXHIBIT\Y02451-TYPSECTIONS

PROPOSED BASELINE ROAD PAVEMENT SECTION



CROSS SECTION



Engineering Enterprises, Inc.

52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 - www.eeiweb.com

SCALE:
NTS

DRAWN BY:
SBL

DATE:
05/19/25

REVISED:

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

PRELIMINARY COST ESTIMATE

JOB NO:	YO2451-DR
DESIGNED:	JHS/CJO
DATE:	May 8, 2025
PROJECT TITLE:	Ashe Road Resurfacing & Intersection Improvements

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	175	\$ 25.00	\$ 4,375.00
2	HOT-MIX ASPHALT SURFACE REMOVAL, 6"	SY	12,920	\$ 6.00	\$ 77,520.00
3	BITUMINOUS MATERIALS (PRIME/TACK COAT)	LB	8,720	\$ 0.20	\$ 1,744.00
4	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	2,975	\$ 90.00	\$ 267,750.00
5	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	1,490	\$ 100.00	\$ 149,000.00
6	AGGREGATE SHOULDERS, TYPE B, 3"	SY	1,445	\$ 20.00	\$ 28,900.00
7	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	13,500	\$ 1.00	\$ 13,500.00
8	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	570	\$ 2.00	\$ 1,140.00
9	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	100	\$ 6.00	\$ 600.00
10	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	65	\$ 10.00	\$ 650.00
11	PIPE CULVERT REMOVAL	FOOT	240	\$ 40.00	\$ 9,600.00
12	PIPE CULVERTS, CLASS C, TYPE 1, 12"	FOOT	240	\$ 150.00	\$ 36,000.00
13	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CY	860	\$ 35.00	\$ 30,100.00
14	AGGREGATE SUBGRADE IMPROVEMENT	CY	860	\$ 35.00	\$ 30,100.00
15	RESTORATION	SY	11,560	\$ 10.00	\$ 115,600.00
16	GRADING AND SHAPING DITCHES	FOOT	6,500	\$ 10.00	\$ 65,000.00
17	SIGN PANEL ASSEMBLY REMOVAL AND REPLACEMENT	EACH	3	\$ 400.00	\$ 1,200.00
18	INTERSECTION IMPROVEMENTS AT BASELINE ROAD	L SUM	0.5	\$ 900,000.00	\$ 450,000.00
19	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 40,000.00	\$ 40,000.00
20	MOBILIZATION	L SUM	1	\$ 80,000.00	\$ 80,000.00

SUBTOTAL	\$	1,402,779.00
CONTINGENCY (20%)	\$	281,000.00
TOTAL	\$	1,683,779.00
DESIGN ENGINEERING (10%)	\$	168,000.00
CONSTRUCTION ENGINEERING (10%)	\$	168,000.00
ROW ACQUISITION	\$	100,000.00
TOTAL PRELIMINARY COST ESTIMATE	\$	2,119,779.00

Notes:

6" Pavement Removal and Overlay

Grading and Shaping Ditches Accounts for Full Length of Project

50% of Intersection Improvements at Baseline Road are Included

ROW Acquisition is Included at the Intersection of Baseline Road



PRELIMINARY COST ESTIMATE

JOB NO:	YO2426-DR
DESIGNED:	JHS/CJO
DATE:	May 8, 2025
PROJECT TITLE:	Baseline Road Reconstruction & Intersection Improvements

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	40	\$ 25.00	\$ 1,000.00
2	EARTH EXCAVATION	CY	25,000	\$ 40.00	\$ 1,000,000.00
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	38,050	\$ 2.00	\$ 76,100.00
4	AGGREGATE SUBGRADE IMPROVEMENT, 12"	SY	38,050	\$ 22.00	\$ 837,100.00
5	HOT-MIX ASPHALT BASE COURSE, 5"	SY	28,530	\$ 30.00	\$ 855,900.00
6	BITUMINOUS MATERIALS (PRIME/TACK COAT)	LB	13,300	\$ 0.20	\$ 2,660.00
7	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	4,110	\$ 90.00	\$ 369,900.00
8	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	2,500	\$ 100.00	\$ 250,000.00
9	AGGREGATE SHOULDERS, TYPE B, 9"	SY	4,760	\$ 20.00	\$ 95,200.00
10	HOT-MIX ASPHALT SHOULDERS, 9"	SY	4,760	\$ 60.00	\$ 285,600.00
11	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	32,216	\$ 1.00	\$ 32,216.00
12	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	33	\$ 8.00	\$ 264.00
13	PIPE CULVERT REMOVAL	FOOT	314	\$ 40.00	\$ 12,560.00
14	PIPE CULVERTS, CLASS C, TYPE 1, 12"	FOOT	314	\$ 100.00	\$ 31,400.00
15	AGGREGATE SUBGRADE IMPROVEMENT	CY	2,800	\$ 40.00	\$ 112,000.00
16	RESTORATION	SY	59,450	\$ 7.50	\$ 445,875.00
17	GRADING AND SHAPING DITCHES	FOOT	21,400	\$ 10.00	\$ 214,000.00
18	SIGN PANEL ASSEMBLY REMOVAL AND REPLACEMENT	EACH	6	\$ 400.00	\$ 2,400.00
19	RELOCATE EXISTING MAILBOX	EACH	3	\$ 750.00	\$ 2,250.00
20	INTERSECTION IMPROVEMENTS AT ASHE ROAD	L SUM	0.5	\$ 900,000.00	\$ 450,000.00
21	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 150,000.00	\$ 150,000.00
22	MOBILIZATION	L SUM	1	\$ 300,000.00	\$ 300,000.00

SUBTOTAL	\$ 5,526,425.00
CONTINGENCY (20%)	\$ 1,105,000.00
TOTAL	\$ 6,631,425.00
DESIGN ENGINEERING (10%)	\$ 663,000.00
CONSTRUCTION ENGINEERING (10%)	\$ 663,000.00
ROW ACQUISITION	\$ 750,000.00
TOTAL PRELIMINARY COST ESTIMATE	\$ 8,707,425.00

Notes:

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

Grading and Shaping Ditches Accounts for Full Length of Project

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

Earth Excavation Includes Removal of Unsuitable Material for Potential Undercuts

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

50% of Intersection Improvements at Ashe Road are Included

ROW Acquisition Includes 50' of ROW on the North Side, plus Plats, Appraisals & Title Commitments



PRELIMINARY COST ESTIMATE

JOB NO:	YO2426-DR
DESIGNED:	CJO
DATE:	May 8, 2025
PROJECT TITLE:	Beecher Road Extension

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	EARTH EXCAVATION	CY	5,416	\$ 40.00	\$ 216,640.00
2	SOIL STABILIZATION	SY	16,250	\$ 7.50	\$ 121,875.00
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	16,250	\$ 2.00	\$ 32,500.00
4	AGGREGATE SUBGRADE IMPROVEMENT, 18"	SY	16,250	\$ 30.00	\$ 487,500.00
5	HOT-MIX ASPHALT BASE COURSE, 5"	SY	12,190	\$ 30.00	\$ 365,700.00
6	BITUMINOUS MATERIALS (PRIME/TACK COAT)	LB	10,970	\$ 0.20	\$ 2,194.00
7	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1,755	\$ 90.00	\$ 157,950.00
8	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	1,055	\$ 100.00	\$ 105,500.00
9	AGGREGATE SHOULDERS, TYPE B, 9"	SY	2,035	\$ 30.00	\$ 61,050.00
10	HOT-MIX ASPHALT SHOULDERS, 9"	SY	2,035	\$ 60.00	\$ 122,100.00
11	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	18,280	\$ 1.00	\$ 18,280.00
12	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	30	\$ 8.00	\$ 240.00
13	PIPE CULVERTS	FOOT	125	\$ 125.00	\$ 15,625.00
14	RESTORATION	SY	4,575	\$ 9.00	\$ 41,175.00
15	GRADING AND SHAPING DITCHES	FOOT	9,140	\$ 10.00	\$ 91,400.00
16	SIGN PANEL ASSEMBLY	EACH	4	\$ 400.00	\$ 1,600.00
17	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 60,000.00	\$ 60,000.00
18	MOBILIZATION	L SUM	1	\$ 120,000.00	\$ 120,000.00

SUBTOTAL \$ 2,021,329.00

CONTINGENCY (20%) \$ 404,000.00

TOTAL \$ 2,425,329.00

DESIGN ENGINEERING (10%) \$ 243,000.00

CONSTRUCTION ENGINEERING (10%) \$ 243,000.00

TOTAL PRELIMINARY COST ESTIMATE \$ 2,911,329.00

Notes:

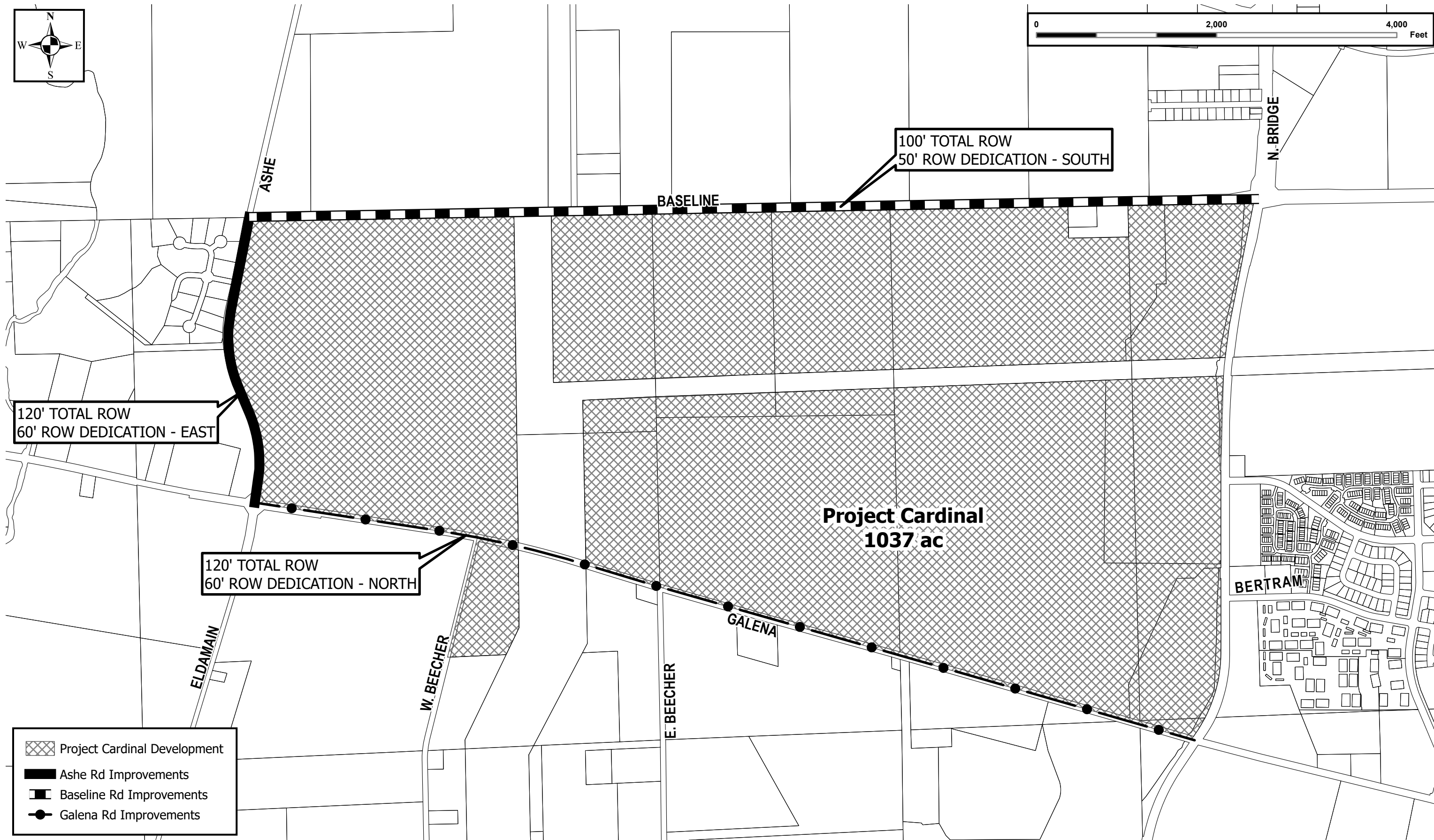
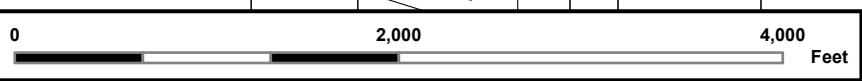
24' Edge to Edge Pavement, Plus 4' Shoulders (2' Asphalt, 2' Stone)


Grading and Shaping Ditches Accounts for Full Length of Project


Earth Excavation Accounts for Removal Under Roadway to a Depth of 12"


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






 Project Cardinal Development

 Ashe Rd Improvements

 Baseline Rd Improvements

 Galena Rd Improvements



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

DATE:	MAY 2025
PROJECT NO.:	Y02451
PATH:	H:/GIS/PUBLIC/YORKVILLE/2024/
FILE:	Y02451_PROJECT CARDINAL ROADWAY EXHIBITS

PROJECT CARDINAL

EXHIBIT XX
ROW DEDICATIONS

Ordinance No. 2025-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT
FOR CERTAIN TERRITORY LOCATED AT THE SOUTHWEST CORNER
OF BASELINE ROAD AND OF NORTH BRIDGE STREET
(Project Cardinal)**

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, Pioneer Development, LLC (the "Developer"), desires to enter into an Annexation Agreement (the "Agreement"), regarding property of which Developer is the contract purchaser, which is approximately 305 acres, legally described and identified in the Agreement, attached hereto as Exhibit A (the "Subject Property"); and

WHEREAS, the Subject Property is contiguous with the existing corporate limits of the City and is not within the boundary of any other city; and

WHEREAS, a public hearing was conducted by the Mayor and City Council (the "Corporate Authorities") on the Agreement on **June 10, 2025**, and all notices required by law have been given by the City and Developer; and

WHEREAS, the statutory procedures provided in Section 11-15.1-1 of the Illinois Municipal Code for the execution of the annexation agreement have been fully complied with; and

WHEREAS, the Corporate Authorities have concluded that the approval and execution of the proposed Agreement, attached hereto, is in the best interests of the health, safety, and welfare of the City.

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

Section 1. The above recitals are incorporated and made a part of this Ordinance.

Section 2. The *Annexation Agreement* attached hereto and made a part hereof by reference as Exhibit A, be and is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver said Agreement.

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

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

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

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
Pioneer Development, LLC, hereinafter referred
to as "*Developer*".

WITNESSETH:

WHEREAS, the Developer is the contract purchaser of the real property, which is legally described
in *Exhibit A* attached hereto, consisting of approximately 305 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, the
Planned Unit Development Agreement attached hereto as *Exhibit B* (the "PUD Agreement"), and
the applicable 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 Planned Unit
Development (the "PUD") as set forth in the PUD and 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 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 and the PUD, 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 of the Subject Property shall be placed in the M-2 General Manufacturing District and that a special use for Planned Unit Development be granted in conformance with Exhibit B; 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 Preamble 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, all owners of record of the Subject Property and at least 51% of electors residing thereon, as identified on *Exhibit C*, attached hereto, have filed with the Clerk of the City a duly and properly executed petition pursuant to, and in accordance with, the provisions of Section 5/7-1-1 *et seq.* of the 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 shall, contemporaneously with approval of this Agreement, adopt an ordinance rezoning the Subject Property as M-2 General Manufacturing District and grant a Special Use Permit for Planned Unit Development consistent with the Planned Unit Development 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. It is recognized that the Developer intends to develop a data center campus on the Subject Property. The zoning and land use entitlements for the Subject Property, as established by this Agreement and the PUD are fully vested and shall survive after the twenty (20) year term of this Agreement, without any 'use it or lose it' trigger, reversion, alternate use, or fallback provision, regardless of the timing or pace of development.
- C. Should the Subject Property remain undeveloped, in the 19th year of this Agreement the

City shall have the right, but not the obligation, to rezone the Subject Property for a use in conformance with the general character of the parcels surrounding the Subject Property. Developer shall not challenge, oppose or otherwise hinder any attempt by the City to rezone the Subject Property pursuant to this section.

- D. The Developer and the City shall enter into the PUD Agreement, a Development Agreement, and a Utility Infrastructure Agreement, all of which shall be effective upon receipt of the Closing Notice as provided in Section 9. The City shall not make any changes to the PUD or the zoning of the Subject Property without the written consent of the Developer.
- E. No obligation to construct or fund any infrastructure, utilities, or public improvements, on-site or off-site, shall arise under this Agreement. Any such obligations shall be set forth exclusively in one or more future, separately executed agreements, to be negotiated in good faith, and subject to mutual agreement as to commercial reasonableness and scope.
- F. No impact fees shall be imposed on the Subject Property unless expressly agreed to in writing by the Developer. Building Permit fees applicable to the Subject Property shall be set forth in a Development Agreement between Developer and the City.
- G. The City represents and warrants that there are currently no recaptures or similar charges due with respect to the Subject Property or any property subject to the PUD. Further, the City shall provide Developer notice of any future recapture or similar charges prior to subjecting such properties to said charges.

Section 4. Binding Effect and Term.

Upon the receipt of the Closing Notice by the City, this Annexation Agreement shall be

binding upon and inure to the benefit of the parties hereto, and their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees, and successor lessees, and upon any successor municipal authority of the City and the successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto.

Section 5. Notices and Remedies.

Upon a breach of this Agreement, the parties hereto agree that the venue shall be the Circuit Court of Kendall County. It is further understood by the parties hereto that upon breach of this Agreement the non-defaulting party may exercise any remedy available at law or equity.

A. Before any failure of any part of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

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 money 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

All notices under this Agreement shall be provided at the following addresses:

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

With a copy to: Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 North Naper Boulevard, Suite 350
Naperville, Illinois 60563
Attn: Kathleen Field Orr

To the Developer: Pioneer Development, LLC
30 N. Gould Street, #38989
Sheridan, Wyoming 82801
Attn: Matt McCarron

With a copy to: David J. Silverman
Mahoney, Silverman & Cross, LLC
822 Infantry Drive, Suite 100
Joliet, Illinois 60435

Section 7. Agreement to Prevail over Ordinances.

In the event of any conflict between this Agreement (or the PUD Agreement) and any ordinances, codes, rules, or regulations of the City, whether existing at the time of execution or adopted or amended during the term of this Agreement, the provisions of this Agreement and the PUD Agreement shall prevail and govern.

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 Developer takes title to the Subject Property(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. 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 within one year of approval of this Agreement, then this Agreement shall be null and void, and the City Clerk shall not thereafter record the Agreement.

Section 10. Assignment.

The Developer may assign this Agreement without any approval by the City. This Agreement shall inure to the benefit of, and be binding upon, the successors in interest of the Developer, and each of them, their respective successors, grantees, lessees (to the extent hereinafter provided), and assigns, upon successor corporate authorities of the City and successor municipalities. The Developer shall provide the City with at least thirty (30) days’ notice of any intended assignment of this Agreement.

The Developer (and any assignee or successor) may further (a) develop the Subject Property in phases; (b) subdivide or transfer all or any portion of the Subject Property; and (c) grant security interests, deeds of trust, or mortgages to any lender, all without City consent and upon written notice to the City. In the event of a default by Developer or its successor, any mortgagee, collateral assignee, or lender of record shall have the right to receive notice of default and shall have an additional sixty (60) days after Developer’s cure period to cure

any default or to assume the Developer's position under this Agreement, including assignment or foreclosure, without further City consent.

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

PIONEER DEVELOPMENT, LLC

By: _____

Ordinance No. 2025-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, APPROVING THE REZONING TO THE M-2 GENERAL
MANUFACTURING ZONING DISTRICT OF CERTAIN TERRITORY
LOCATED AT THE SOUTHWEST CORNER OF BASELINE ROAD
AND NORTH BRIDGE STREET (STATE ROUTE 47)
(Project Cardinal)**

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, Pioneer Development, LLC, an Illinois limited liability company (“Applicant”), is the contract purchaser of approximately 1,037 acres of property, located just south of Baseline Road, west of North Bridge Street (State Route 47), and east of Ashe Road (“Subject Property”) within the corporate limits of the City, legally described in Exhibit A and as shown on Exhibit B attached hereto and made a part hereof; and

WHEREAS, the Applicant desires to rezone the Subject Property, which is currently classified as a mix of R-2 Single-Family Traditional Residence District, R-3 Multi-Family Attached Residence District, and B-3 General Business District into the M-2 General Manufacturing Zoning District; and

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on July 9, 2025, to consider the rezoning after publication of notice and notice to property owners within five hundred (500) feet of the Subject Property; and

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 10-8-12 of the City’s Unified Development Ordinance and made findings of fact and recommended approval of the rezoning to the Mayor and City Council (“Corporate Authorities”); and

WHEREAS, the Planning and Zoning Commission recommend rezoning to M-2 General Manufacturing District, so long as the use of the Subject Property is restricted to M-2 uses that align with other surrounding property uses; and

WHEREAS, the Corporate Authorities have received and considered the recommendation of the Planning and Zoning Commission.

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

Section 1. The above recitals are incorporated herein and made a part of this Ordinance.

Section 2. The Planning and Zoning Commission recommended approval of this rezoning request after making the following Findings of Fact:

- i. Due to recent trends in rezoning and development in the area, the proposed rezoning is consistent with the Comprehensive Plan and the purposes of the City's Unified Development Ordinance UDO.
- ii. Existing zoning classifications in the area of the Subject Property are primarily residential and agricultural. The rezoning is compatible with the existing and planned uses and zoning of nearby properties, as other properties in the immediate area have also requested M-2 zoning from the City for the purpose of developing data centers.
- iii. The subject property is suitable for the purposes of the M-2 zoning district, as has been vacant in its current zoning designation for an extended period. Additionally, the Subject Property's size allows for a data center development with buffering on the outer border to protect uses within surrounding properties.

- iv. The proposed rezoning will result in an individual parcel zoned in one zoning district that is not shared by any adjacent parcels.
- v. The property meets the minimum frontage and area requirements of the M-2 zoning district as specified in Section 10-3-9(A) of the UDO.
- vi. There is a community need for the proposed use, as a data center will not only meet the increasing demand for data centers in the Chicagoland area, but will also provide local infrastructure enhancements and expansion of public utilities.
- vii. The property has been vacant as a blend of agricultural, residential and commercial uses for an extended period.

Section 3. That the Corporate Authorities hereby approve the rezoning of the Subject Property, legally described in the attached *Exhibit A*, with Property Index Numbers 02-05-300-003, 02-04-300-032, 02-04-300-024, 02-05-400-021, 02-09-100-031, 02-09-100-030, 02-04-100-015, 02-05-200-007, 02-06-100-022, 02-06-200-002, 02-05-400-022, 02-05-200-006, 02-04-100-016, 02-06-400-008, 02-06-200-003, 02-05-100-003, 02-05-100-005, 02-05-400-009, 02-04-300-018, 02-04-300-017, 02-06-400-001, 02-05-200-004, 02-05-200-001, into the M-2 General Manufacturing Zoning District.

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

[Remainder of page intentionally blank. Roll call vote follows.]

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

PINS BY OWNER

Galena & 47TH LLC, MPLIV10 LLC	PIN: 02-05-300-003	CITY OF YORKVILLE
	PIN: 02-04-300-032	CITY OF YORKVILLE
	PIN: 02-04-300-024	CITY OF YORKVILLE
	PIN: 02-05-400-021	CITY OF YORKVILLE
	PIN: 02-09-100-031	CITY OF YORKVILLE
	PIN: 02-09-100-030	CITY OF YORKVILLE
Sanjay & Sameer Gupta	PIN: 02-04-100-015	CITY OF YORKVILLE
	PIN: 02-05-200-007	UNINCORPORATED
The Konicek Family Limited Partnership	PIN: 02-06-100-022	UNINCORPORATED
DALE L. KONICEK, LLC	PIN: 02-06-200-002	CITY OF YORKVILLE
	PIN: 02-05-400-022	CITY OF YORKVILLE
	PIN: 02-05-200-006	CITY OF YORKVILLE
	PIN: 02-04-100-016	CITY OF YORKVILLE
	PIN: 02-06-400-008	UNINCORPORATED
	PIN: 02-06-200-003	UNINCORPORATED
	PIN: 02-05-100-003	UNINCORPORATED
	PIN: 02-05-100-005	UNINCORPORATED
	PIN: 02-05-400-009	CITY OF YORKVILLE
	PIN: 02-04-300-018	CITY OF YORKVILLE
	PIN: 02-04-300-017	CITY OF YORKVILLE
	PIN: 02-06-400-001	UNINCORPORATED

LEGAL DESCRIPTION

OWNER: Sanjay & Sameer Gupta

PARCEL 1:

THAT PART OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 5 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WEST 40 CHAINS (RECORD), 2652.01 FEET (MEASURED) TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 38 1/2 LINKS (RECORD), 24.51 FEET (MEASURED) TO THE SOUTH BANK OF A DITCH; THENCE SOUTH 89 DEGREES 30 MINUTES EAST (RECORD), NORTH 88 DEGREES 05 MINUTES 41 SECONDS EAST (MEASURED), 2593.76 FEET (MEASURED) TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 54 MINUTES 03 SECONDS WEST, 232.55 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 68.93 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 59 DEGREES 57 MINUTES 33 SECONDS EAST, 68.88 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH 01 DEGREES 16 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE, 265.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88 DEGREES 05 MINUTES 41 SECONDS WEST, 57.84 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 2 OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH,

RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 4 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH ON THE SECTION LINE 26.80 CHAINS; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION, 14.30 CHAINS; THENCE IN A NORTHEASTERLY DIRECTION TO A POINT ON THE NORTH LINE OF SAID SECTION, 20.67 CHAINS EAST OF THE POINT OF BEGINNING; THENCE WEST ALONG THE SECTION LINE TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PART OF LOT 2 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 16 MINUTES 25 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 265.04 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 531.35 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 27 DEGREES 41 MINUTES 44 SECONDS EAST, 509.62 FEET TO A POINT OF TANGENCY, THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST 150.53 FEET, THENCE NORTH 89 DEGREES 08 MINUTES 11 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 110.00 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED LINE, 912.39 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING 364.44 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 4 (AS MEASURED ALONG SAID NORTH LINE) AND SAID POINT ALSO BEING THE POINT OF TERMINUS; IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

OWNER: Galena & 47th LLC and MPLIV10LLC

PARCEL 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 4 AND THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 01 DEGREE 19 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 990.0 FEET (15 CH.) TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN BOOK 163 AT PAGE 473; THENCE SOUTH 01 DEGREE 19 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE, 1.84 FEET TO A POINT ON THE SOUTHERLY LINE OF LANDS DESCRIBED IN BOOK 152 AT PAGE 392; THENCE SOUTH 87 DEGREES 52 MINUTES 56 SECONDS WEST ALONG SAID SOUTHERLY LINE AND THE WESTERLY EXTENSION THEREOF, 1722.34 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF THE RIGHT-OF-WAY OF ILLINOIS ROUTE 47 AS RECORDED IN DOCUMENT 907257 FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 09 MINUTES 41 SECONDS EAST ALONG SAID WESTERLY LINE, 128.76 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 19 SECONDS EAST ALONG SAID WESTERLY LINE, 10.0 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 41 SECONDS EAST ALONG SAID WESTERLY LINE, 787.46 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, BEING A CIRCULAR CURVE HAVING A RADIUS OF 1596.42 FEET CONCAVE TO THE WEST, THE CHORD OF WHICH BEARS SOUTH 13 DEGREES 43 MINUTES 37 SECONDS WEST, 773.94 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT BEARING NORTH 87 DEGREES 56 MINUTES 55 SECONDS EAST, 719.99 FEET FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY LINE, BEING A CIRCULAR CURVE HAVING A RADIUS OF 1596.42 FEET CONCAVE TO THE WEST, THE CHORD OF WHICH BEARS SOUTH 31 DEGREES 17 MINUTES 50 SECONDS WEST, 205.17 FEET; THENCE SOUTH 34 DEGREES 58 MINUTES 45 SECONDS WEST ALONG SAID WESTERLY LINE, 88.42 FEET TO THE CENTER LINE OF THE CHICAGO-GALENA ROAD; THENCE NORTH 74 DEGREES 20 MINUTES 53 SECONDS WEST, 41.71 FEET TO AN EASTERLY LINE OF SAID LANDS DESCRIBED IN BOOK 152 AT PAGE 392; THENCE NORTH 29 DEGREES 07 MINUTES 39

SECONDS EAST ALONG SAID EASTERLY LINE, 267.87 FEET TO SAID SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 56 MINUTES 55 SECONDS EAST ALONG SAID SOUTH LINE, 9.74 FEET TO A POINT ON THE WESTERLY LINE OF SAID LANDS DESCRIBED IN BOOK 163 AT PAGE 473; THENCE NORTH 27 DEGREES 39 MINUTES 29 SECONDS EAST ALONG SAID WESTERLY LINE, 366.26 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 29 SECONDS EAST ALONG SAID WESTERLY LINE, 756.55 FEET; THENCE DEPARTING FROM SAID WESTERLY LINE NORTH 02 DEGREES 12 MINUTES 23 SECONDS EAST, 581.48 FEET TO A POINT OF THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN BOOK 163 AT PAGE 473; THENCE NORTH 87 DEGREES 52 MINUTES 56 SECONDS EAST ALONG SAID SOUTHERLY LINE, 22.15 FEET TO THE POINT OF BEGINNING IN KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 5, THAT PART OF THE SOUTHWEST 1/4 OF SECTION 4, THAT PART OF THE NORTHEAST 1/4 OF SECTION 8 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON ROD MONUMENTING THE SOUTHEAST CORNER OF SECTION 5; THENCE NORTH 01 DEGREE 15 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1,550.82 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST 409.15 FEET PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 221.96 FEET; THENCE NORTH 37 DEGREES 44 MINUTES 29 SECONDS EAST 115.96 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 43 SECONDS EAST 196.55 FEET TO THE CENTERLINE OF THE ROB ROY DITCH; THENCE SOUTH 02 DEGREES 13 MINUTES 10 SECONDS WEST 1,336.52 FEET ALONG SAID CENTERLINE; THENCE SOUTH 29 DEGREES 12 MINUTES 38 SECONDS WEST 600.81 FEET TO THE CENTERLINE OF GALENA ROAD AS NOW ESTABLISHED; THENCE NORTH 73 DEGREES 55 MINUTES 29 SECONDS WEST ALONG SAID CENTERLINE 677.76 FEET; THENCE NORTH 02 DEGREES 56 MINUTES 50 SECONDS WEST 348.47 FEET; THENCE NORTH 16 DEGREES 11 MINUTES 58 SECONDS EAST 599.13 FEET; THENCE NORTH 28 DEGREES 26 MINUTES 55 SECONDS EAST 750.54 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE WEST HALF OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 642.93 FEET TO A POINT WHICH IS 162.00 FEET SOUTHERLY OF THE ORIGINAL CENTER LINE OF GALENA ROAD; THENCE WESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 102 DEGREES 56 MINUTES 02 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 100.00 FEET TO A POINT WHICH IS 169.50 FEET, AS MEASURED PARALLEL WITH SAID EAST LINE SOUTHERLY OF SAID ORIGINAL CENTER LINE TO THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH SAID EAST LINE, 14.66 FEET TO THE PRESENT CENTER LINE OF GALENA ROAD AS DEPICTED ON A PLAT RECORDED JUNE 5, 1964 AS DOCUMENT NUMBER 145193; THENCE WESTERLY ALONG SAID PRESENT CENTER LINE, 1675.69 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG SAID PRESENT CENTER LINE BEING ALONG A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 42,975.00 FEET, 933.19 FEET; THENCE WESTERLY, ALONG SAID PRESENT CENTER LINE, 64.12 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG SAID WEST LINE, 957.16 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, 920.88 FEET TO A POINT

WHICH IS 2,316.00 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE EASTERLY, 2,651.03 FEET TO A POINT ON THE EAST LINE OF SAID WEST HALF WHICH IS 2,326.70 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID WEST HALF, 2,686.96 FEET TO SAID ORIGINAL CENTER LINE; THENCE WESTERLY ALONG SAID ORIGINAL CENTER LINE, 101.94 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

OWNER: Dale L. Konicek, LLC

TRACT 1:

THAT PART OF THE EAST HALF OF SECTION 5 AND THAT PART OF THE WEST HALF OF SECTION 4, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON PIPE MONUMENT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH 01 DEGREE 15 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1730.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 362.35 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 31 SECONDS EAST 2025.23 FEET TO THE SOUTHERLY LINE OF COMMONWEALTH EDISON COMPANY PROPERTY DESCRIBED IN DOCUMENT 73-2720; THENCE NORTH 87 DEGREES 56 MINUTES 31 SECONDS EAST ALONG SAID SOUTHERLY LINE 1,222.89 FEET TO THE CENTERLINE OF ROB ROY DITCH; THENCE SOUTH 03 DEGREES 43 MINUTES 10 SECONDS EAST ALONG SAID CENTERLINE 577.07 FEET; THENCE SOUTH 01 DEGREE 49 MINUTES 41 SECONDS WEST ALONG SAID CENTERLINE 298.55 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 53 SECONDS EAST 15.64 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257; (THE NEXT 5 CALLS ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257) THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 170.64 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS EAST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 1,000.00 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS WEST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 36.62 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 925.95 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

TRACT 2:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST, LYING NORTHERLY OF A LINE EXTENDING EASTERLY FROM A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER, 2316 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 5, TO A POINT ON THE NORTH AND SOUTH CENTERLINE OF SAID SECTION, 2326.7 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION AND LYING SOUTHERLY OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY LINE PURSUANT TO DOCUMENT 73-2720, IN KENDALL COUNTY, ILLINOIS.

ALSO;

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH ON THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2460.05 FEET TO THE INTERSECTION WITH THE MOST SOUTHERLY LINE OF PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1966 AND KNOWN AS TRUST NUMBER 35339, BY A DEED DATED JANUARY 31, 1972 AND RECORDED JANUARY 31, 1972 AS DOCUMENT 72-467 TO THE POINT OF BEGINNING, THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST

NUMBER 35339, WHICH FORMS AN ANGLE OF 89 DEGREES 57 MINUTES 27 SECONDS TO THE LEFT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 812.66 FEET, THENCE NORTH 90 DEGREES 25 MINUTES 49 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 366.94 FEET, THENCE EASTERLY 88 DEGREES 43 MINUTES 04 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 809.73 FEET TO THE EAST LINE OF SAID SECTION 6, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 378.96 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

ALSO;

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH ON THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2474.60 FEET FOR THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, THENCE WESTERLY ON A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 57 MINUTES 19 SECONDS TO THE RIGHT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 812.66 FEET, THENCE NORTH ALONG A LINE 89 DEGREES 31 MINUTES 03 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 1.61 FEET TO THE INTERSECTION WITH THE MOST SOUTHERLY LINE OF THE PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1966 AND KNOWN AS TRUST NUMBER 35339 BY DEED DATED JANUARY 31, 1972 AND RECORDED JANUARY 31, 1972 AS DOCUMENT 72-467, THENCE EASTERLY ON THE SOUTHERLY LINE OF SAID PROPERTY CONVEYED TO THE LASALLE NATIONAL BANK, A DISTANCE OF 812.66 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 6, THENCE SOUTHERLY ON SAID EAST LINE, 13.55 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

TRACT 3:

LOT 2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 5 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE WEST 40 CHAINS TO THE SOUTHWEST CORNER OF SAID LOT, THENCE NORTH 38 1/2 LINKS TO THE SOUTH BANK OF DITCH, THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS EAST 40 CHAINS TO THE POINT OF BEGINNING AND EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST 1/4, 1961.60 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4, THENCE EAST ALONG SAID NORTH LINE

667.0 FEET, THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE, 396.0 FEET, THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 667.0 FEET, THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 396.0 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPTING THAT PART OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 5 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE WEST 40 CHAINS (RECORD), 2652.01 FEET (MEASURED) TO THE SOUTHWEST CORNER OF SAID LOT 2, THENCE NORTH 38 1/2 LINKS (RECORD), 25.41 FEET (MEASURED) TO THE SOUTH BANK OF A DITCH, THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS EAST (RECORD), NORTH 88 DEGREES 05 MINUTES 41 SECONDS EAST (MEASURED), 2593.76 FEET (MEASURED) TO THE POINT OF BEGINNING, THENCE NORTH 01 DEGREES 54 MINUTES 03 SECONDS WEST, 232.55 FEET TO A POINT ON A NON-TANGENT CURVE, THENCE NORTHEASTERLY 68.93 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00

FEET AND WHOSE CHORD BEARS NORTH 59 DEGREES 57 MINUTES 33 SECONDS EAST, 68.88 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, THENCE SOUTH 01 DEGREES 16 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE, 265.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, THENCE SOUTH 88 DEGREES 05 MINUTES 41 SECONDS WEST, 57.84 FEET TO THE POINT OF BEGINNING) IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

TRACT 4:

THAT PART OF LOT 2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 4, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, THENCE NORTH 01 DEGREES 16 MINUTES 25 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 265.04 FEET TO A POINT ON A NON-TANGENT CURVE, THENCE NORTHEASTERLY 531.35 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 27 DEGREES 41 MINUTES 44 SECONDS EAST, 509.62 FEET TO A POINT OF TANGENCY, THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST 150.53 FEET, THENCE NORTH 89 DEGREES 08 MINUTES 11 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 110.00 FEET, THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED LINE, 912.39 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING 364.44 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 4 (AS MEASURED ALONG SAID NORTH LINE) AND SAID POINT ALSO BEING THE POINT OF TERMINUS, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

TRACT 5:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF SECTION 4, PART OF SECTION 5, PART OF THE NORTHEAST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF GALENA ROAD AS NOW ESTABLISHED ACROSS SAID SECTION 5 WITH THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 5; THENCE NORTH 00 DEGREES 02 MINUTES 49 SECONDS WEST ALONG SAID WEST LINE, 2673.13 FEET TO A POINT 2327.34 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE NORTH 89 DEGREES 36 MINUTES 30 SECONDS WEST 1323.10 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 30 SECONDS EAST 2325.56 FEET TO THE NORTH LINE OF SAID SECTION 5; THENCE SOUTH 89 DEGREES 41 MINUTES 06 SECONDS EAST ALONG SAID NORTH LINE 1319.49 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH 00 DEGREES 02 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 1828.36 FEET; THENCE NORTH 89 DEGREES 08 MINUTES EAST 3596.80 FEET TO THE CENTER LINE OF ROB ROY DITCH; THENCE SOUTH 00 DEGREES 22 MINUTES 03 SECONDS EAST ALONG SAID CENTER LINE 781.86 FEET; THENCE SOUTH 02 DEGREES 43 MINUTES 14 SECONDS WEST ALONG SAID CENTER LINE 300.01 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES EAST 291.15 FEET; THENCE SOUTH 00 DEGREES 56 MINUTES 40 SECONDS WEST 240.28 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 01 SECONDS EAST 1428.51 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 4; THENCE SOUTH 00 DEGREES 02 MINUTES 57 SECONDS EAST ALONG SAID EAST LINE 991.84 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 08 SECONDS WEST 1745.17 FEET TO THE CENTER LINE OF SAID ROB ROY DITCH; THENCE SOUTH 03 DEGREES 28 MINUTES 51 SECONDS WEST ALONG SAID CENTER LINE 1373.75 FEET; THENCE SOUTH 30 DEGREES 24 MINUTES 07 SECONDS WEST ALONG SAID CENTER LINE 600.81 FEET TO THE CENTER LINE OF SAID GALENA ROAD; THENCE NORTH 72 DEGREES 44 MINUTES WEST ALONG SAID

CENTER LINE, 3318.05 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF A LINE EXTENDING EASTERLY FROM A POINT ON SAID WEST LINE OF THE NORTHWEST 1/4 WHICH POINT IS 1876.07 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 5 TO A POINT ON THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 5 WHICH POINT IS 1828.85 FEET SOUTH OF SAID NORTH QUARTER CORNER, AND EXCEPT A STRIP OF LAND 205.00 FEET WIDE IN THE NORTHEAST 1/4 OF SECTION 5 AND THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH ALONG THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 5, A DISTANCE OF 1828.85 FEET TO THE NORTH LINE OF PROPERTY CONVEYED TO THE LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 10, 1967, KNOWN AS TRUST NO. 35913 RECORDED AS DOCUMENT NO. 154368 IN BOOK 152, PAGE 392 AS SAID NORTH LINE IS MONUMENTED AND OCCUPIED, HEREINAFTER REFERRED TO AS LINE "B", FOR THE POINT OR BEGINNING; THENCE EAST ALONG SAID LINE "B", A DISTANCE OF 3596.80 FEET TO THE CENTER LINE OF ROB ROY DITCH; THENCE SOUTHERLY ALONG THE CENTER LINE OF ROB ROY DITCH FORMING AN ANGLE OF 90 DEGREES 29 MINUTES 57 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 205.00 FEET TO THE INTERSECTION WITH A LINE 205.00 FEET PERPENDICULARLY DISTANT SOUTH OF AND PARALLEL WITH THE AFORESAID LINE "B"; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 3598.47 FEET TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 5; THENCE NORTH ALONG SAID NORTH AND SOUTH CENTER LINE 205.02 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPT THAT PART OF THE WEST HALF OF SAID SECTION 4 LYING EAST OF THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 47, IN KENDALL COUNTY, ILLINOIS.

AND ALSO EXCEPTING: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 5, THAT PART OF THE SOUTHWEST 1/4 OF SECTION 4, THAT PART OF THE NORTHEAST 1/4 OF SECTION 8 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON ROD MONUMENTING THE SOUTHEAST CORNER OF SECTION 5; THENCE NORTH 01 DEGREES 15 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE 1,550.82 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST 409.15 FEET PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 221.96 FEET; THENCE NORTH 37 DEGREES 44 MINUTES 29 SECONDS EAST 115.96 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 43 SECONDS EAST 196.55 FEET TO THE CENTERLINE OF THE ROB ROY DITCH; THENCE SOUTH 02 DEGREES 13 MINUTES 10 SECONDS WEST 1336.52 FEET ALONG SAID CENTERLINE; THENCE SOUTH 29 DEGREES 12 MINUTES 38 SECONDS WEST 600.81 FEET TO THE CENTERLINE OF GALENA ROAD AS NOW ESTABLISHED; THENCE NORTH 73 DEGREES 55 MINUTES 29 SECONDS WEST ALONG SAID CENTERLINE 677.76 FEET, THENCE NORTH 02 DEGREES 56 MINUTES 50 SECONDS WEST 348.47 FEET; THENCE NORTH 16 DEGREES 11 MINUTES 58 SECONDS EAST 599.13 FEET; THENCE NORTH 28 DEGREES 25 MINUTES 55 SECONDS EAST 750.54 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS,

AND ALSO EXCEPTING, THAT PART CONVEYED BY WARRANTY DEED RECORDED AUGUST 30, 2007 AS DOCUMENT 200700026496, DESCRIBED AS FOLLOWS: THAT PART OF THE EAST HALF OF SECTION 5 AND THAT PART OF THE WEST HALF OF SECTION 4, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON PIPE MONUMENTING THE SOUTHEAST CORNER OF SAID

SECTION 5; THENCE NORTH 01 DEGREES 15 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1730.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 362.35 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 31 SECONDS EAST 2026.23 FEET TO THE SOUTHERLY LINE OF COMMONWEALTH EDISON COMPANY PROPERTY DESCRIBED IN DOCUMENT 73-2720; THENCE NORTH 87 DEGREES 56 MINUTES 31 SECONDS EAST ALONG SAID SOUTHERLY LINE 1,222.89 FEET TO THE CENTERLINE OF ROB ROY DITCH; THENCE SOUTH 03 DEGREES 43 MINUTES 10 SECONDS EAST ALONG SAID CENTERLINE 577.07 FEET; THENCE SOUTH 01 DEGREES 49 MINUTES 41 SECONDS WEST ALONG SAID CENTERLINE 298.55 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 53 SECONDS EAST 15.64 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257; (THE NEXT 5 CALLS ARE ALONG SAID WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257) THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 170.64 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS EAST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 48 SECONDS EAST, 1,000.00 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS WEST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 38.62 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 925.95 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 5 AND NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 5; THENCE EAST ALONG THE SECTION LINE 1331.4 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 07 MINUTES 00 SECONDS MEASURED FROM WEST TO SOUTH FROM THE SECTION LINE, 2321.5 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 33 MINUTES 00 SECONDS, MEASURED FROM NORTH TO WEST FROM THE LAST DESCRIBED COURSE, 1328.7 FEET TO THE WEST LINE OF SECTION 5; THENCE SOUTHERLY ALONG THE SECTION LINE, FORMING AN ANGLE OF 89 DEGREES 27 MINUTES 00 SECONDS MEASURED FROM EAST TO SOUTH FROM THE LAST DESCRIBED COURSE, 146.4 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 58 MINUTES 00 SECONDS, MEASURED FROM NORTH TO WEST FROM THE SECTION LINE, 1553 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 33 MINUTES 00 SECONDS, MEASURED FROM EAST TO NORTH FROM THE LAST DESCRIBED COURSE, 2461.1 FEET TO THE NORTH LINE OF SECTION 6; THENCE EASTERLY ALONG SAID NORTH LINE 1534 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT 1876.07 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 6, SAID POINT BEING ON THE NORTH LINE OF THE LAND CONVEYED TO COMMONWEALTH EDISON COMPANY BY DOCUMENT NO. R73-2841 (TRACT 1); THENCE WEST ALONG SAID NORTH LINE 1133.17 TO A POINT OF INTERSECTION WITH A LINE 415.0 FEET PERPENDICULARLY DISTANT EAST OF AND PARALLEL WITH THE EAST LINE OF THE LAND CONVEYED TO EARL P. AND EMMA V. KONICEK BY DEED RECORDED AS DOCUMENT NO. 136414 IN BOOK 126, PAGE 41; THENCE NORTH ON SAID PARALLEL LINE, ALSO BEING THE EAST LINE OF THE LAND CONVEYED TO SAID COMMONWEALTH EDISON COMPANY BY DOCUMENT NO. R73-2841, 1897.19 FEET TO THE NORTH LINE OF SAID SECTION 6 AND THE POINT OF TERMINATION; AND ALSO EXCEPT THAT PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF A LINE

EXTENDED EASTERLY FROM A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 5 WHICH POINT IS 1876.07 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 5 TO A POINT ON THE NORTH AND SOUTH CENTER LINE OF SECTION 5, WHICH POINT IS 1828.85 FEET SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION 5, ALL IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

TRACT 6:

PART OF THE EAST 1/2 OF SECTION 6; TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE OF 3407.85 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO SUSAN SCHMIDT BY WARRANTY DEED RECORDED DECEMBER 18, 1929 IN BOOK 80, PAGES 334 AND 335; THENCE WEST ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO SUSAN SCHMIDT A DISTANCE OF 1552.74 FEET TO THE EAST LINE OF PROPERTY CONVEYED TO EARL P KONICEK AND WIFE BY WARRANTY DEED DATED DECEMBER 4, 1961 RECORDED AS DOCUMENT 136414, THENCE SOUTH ALONG THE EAST LINE OF PROPERTY CONVEYED TO EARL P. KONICEK AND WIFE 1240.82 FEET TO THE CENTER LINE OF GALENA ROAD, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE 919.13 FEET TO AN ANGLE POINT WHICH IS 1312.43 FEET PERPENDICULARLY DISTANCE NORTH OF SAID SOUTH LINE OF SAID SECTION 6; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 26 DEGREES 45 MINUTES 35 SECOND TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 332.08 FEET TO THE NORTH LINE OF PARCEL TWO OF PROPERTY CONVEYED TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 45553 BY CONSERVATORS DEED RECORDED SEPTEMBER 17, 1973 AS DOCUMENT 73-4671; THENCE WESTERLY ALONG SAID NORTHERLY LINE FORMING AN ANGLE OF 62 DEGREES 01 MINUTES 01 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE 646.8 FEET TO THE CENTER LINE OF BEECHER ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 1362.40 FEET TO THE CENTER LINE OF GALENA ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE 460.52 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS, ALSO,

THAT PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF GALENA ROAD WITH THE EAST LINE OF SAID SECTION; THENCE NORTH 70 DEGREES 55 MINUTES WEST ALONG SAID CENTER LINE 276 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION 8, 200 FEET; THENCE SOUTH 70 DEGREES 55 MINUTES EAST 270 FEET TO THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 1456.6 FEET TO THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 470.51 FEET TO THE EASTERLY LINE OF PARCEL TWO OF THE PROPERTY CONVEYED TO CHICAGO TITLE AND TRUST COMPANY TRUSTEE UNDER TRUST NUMBER 45553 BY CONSERVATORS DEED RECORDED SEPTEMBER 17, 1973 AS DOCUMENT R73-4671; THENCE NORTHERLY ALONG SAID EASTERLY LINE 1006.52 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE WESTERLY ALONG THE NORTH LINE OF SAID PARCEL TWO 388.83 FEET TO THE INTERSECTION OF SAID NORTH LINE WITH THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN PARCEL ONE OF SAID DOCUMENT 73-4671; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF PARCEL ONE A DISTANCE OF 115.02 FEET TO AN ANGLE POINT ON SAID EASTERLY LINE OF PARCEL ONE WHICH IS 1112.06 FEET PERPENDICULARLY DISTANCE NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE NORTH ALONG A LINE FORMING AN ANGLE 26 DEGREES 45 MINUTES 38 SECOND

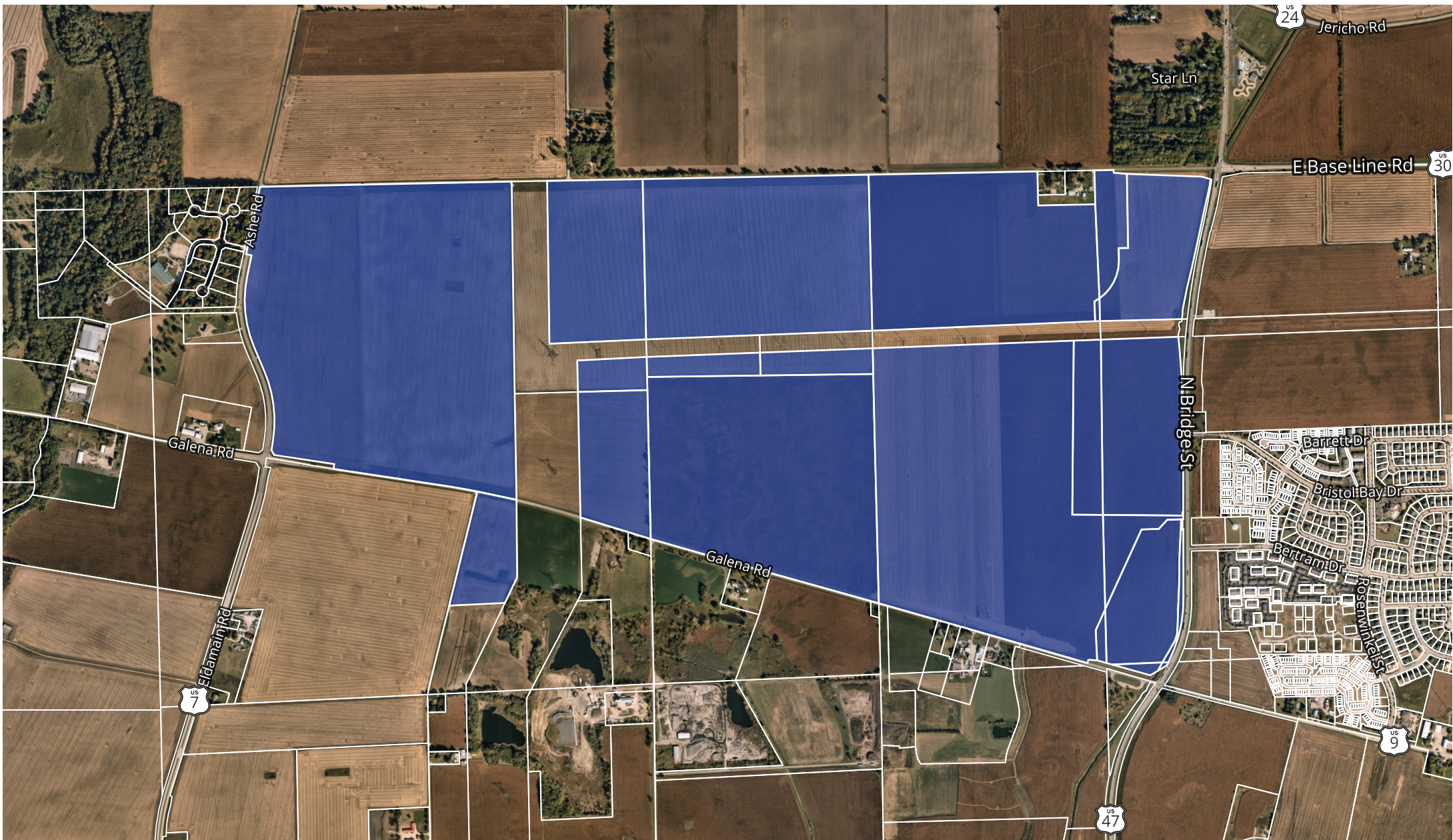
TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 2329.35 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO DIANE R. KAPCHINSKI BY TRUSTEES DEED RECORDED JUNE 14, 1973 AS DOCUMENT 73-28243; THENCE EAST ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO DIANE R. KAPCHINSKI 812.68 FEET TO THE EAST LIEN OF SAID SECTION 6; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 6, 1319.90 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS, EXCEPT THE LEGAL DESCRIPTION INCLUDED IN THE WARRANTY DEED RECORDED AUGUST 24, 2020 AS DOCUMENT 202000016040.

OWNER: The Konicek Family Limited Partnership

A PART OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, THENCE EAST 19.508 CHAINS (1,287.528 FEET) TO AN IRON STAKE FOR PLACE OF BEGINNING, THENCE EAST ON THE NORTH LINE OF SAID SECTION 6, 44.599 CHAINS (2,943.534 FEET), THENCE SOUTH 16 MINUTES WEST 56.242 CHAINS (3,711.972 FEET) TO THE CENTER OF THE HIGHWAY, THENCE NORTH 73 DEGREES 58 MINUTES WEST 3.473 CHAINS (229.218 FEET) ALONG THE CENTER OF THE HIGHWAY, THENCE NORTH 79 DEGREES 37 MINUTES WEST 52.777 CHAINS (3,483.282 FEET) ALONG THE CENTER OF THE HIGHWAY, THENCE NORTH 79 DEGREES 16 MINUTES WEST 8.03 CHAINS (529.98 FEET) ALONG THE CENTER OF THE HIGHWAY TO AN IRON STAKE, THENCE NORTH 18 DEGREES 05 MINUTES EAST 10.258 CHAINS (677.028 FEET) TO AN IRON STAKE, THENCE NORTH 72 DEGREES 01 MINUTE WEST 6.632 CHAINS (437.712 FEET) TO AN IRON STAKE, THENCE NORTH 27 DEGREES 51 MINUTES EAST 11.60 CHAINS (765.6 FEET) TO AN IRON STAKE, THENCE NORTH 89 DEGREES 25 MINUTES EAST 11.535 CHAINS (761.31 FEET) TO THE CENTER OF THE HIGHWAY, THENCE NORTH 12 DEGREES 40 MINUTES EAST TO THE PLACE OF THE BEGINNING, SITUATED IN KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM RIGHT OF WAY DEDICATED FOR ASHE ROAD AND GALENA ROAD AND ALSO; EXCEPTING,

THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 19.508 CHAINS (1287.53 FEET); THENCE SOUTH 12 DEGREES 40 MINUTES WEST, 22.655 CHAINS (1495.23 FEET); THENCE SOUTH 89 DEGREES 25 MINUTES WEST, 11.535 CHAINS (761.31 FEET); THENCE SOUTH 27 DEGREES 50 MINUTES 42 SECONDS WEST, 765.57 FEET; THENCE SOUTH 72 DEGREES 01 MINUTES EAST, 437.71 FEET; THENCE SOUTH 18 DEGREES 05 MINUTES WEST, 637.63 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GALENA ROAD; THENCE SOUTH 77 DEGREES 03 MINUTES 31 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GALENA ROAD, 187.93 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 77 DEGREES 03 MINUTES 31 SECONDS EAST ALONG SAID RIGHT OF WAY LINE 136.30 FEET TO A POINT OF CURVE; THENCE CONTINUING EASTERLY ALONG SAID RIGHT OF WAY, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 14,285.00 FEET AND CHORD BEARING SOUTH 78 DEGREES 06 MINUTES 11 SECONDS EAST, 189.98 FEET TO A POINT OF BEND IN SAID RIGHT OF WAY; THENCE NORTH 14 DEGREES 08 MINUTES 51 SECONDS EAST ALONG SAID RIGHT OF WAY, 20.02 FEET TO A POINT OF BEND; THENCE EASTERLY ALONG SAID RIGHT OF WAY, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 14,265.00 FEET AND CHORD BEARING SOUTH 79 DEGREES 23 MINUTES 57 SECONDS EAST, A DISTANCE OF 453.85 FEET TO A POINT OF TANGENT; THENCE SOUTH 80 DEGREES 18 MINUTES 38 SECONDS EAST ALONG SAID RIGHT OF WAY, 29.82 FEET; THENCE NORTH 10 DEGREES 46 MINUTES 28 SECONDS EAST, 528.48

FEET; THENCE NORTH 79 DEGREES 13 MINUTES 32 SECONDS WEST, 810.97 FEET; THENCE SOUTH 10 DEGREES 46 MINUTES 28 SECONDS WEST, 541.53 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, ALSO EXCEPTING, THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 19.508 CHAINS (1287.53 FEET) TO THE NORTHEAST CORNER OF EQUESTRIAN ESTATES AT LEGACY FARMS; THENCE SOUTH 12 DEGREES 40 MINUTES WEST ALONG THE EASTERLY LINE OF SAID SUBDIVISION AND SAID EAST LINE EXTENDED SOUTHERLY, 22.655 CHAINS (1495.23 FEET); THENCE NORTH 89 DEGREES 25 MINUTES EAST, 29.67 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ASHE ROAD AS RELOCATED FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 25 MINUTES 00 SECONDS WEST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 618.59 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 355.09 FEET; THENCE NORTH 89 DEGREES 25 MINUTES EAST, A DISTANCE OF 683.60 TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ASHE ROAD; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1482.39 FEET, WHOSE CHORD BEARS NORTH 10 DEGREES 57 MINUTES 30 SECONDS WEST, 360.99 FEET TO THE POINT OF BEGINNING IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.



PROJECT CARDINAL - DATA CENTER

United City of Yorkville, Illinois
Date: March 19, 2025
Data: Kendall County



Ordinance No. 2025-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS
ANNEXING CERTAIN TERRITORY LOCATED AT THE SOUTHWEST
CORNER OF BASELINE ROAD AND NORTH BRIDGE STREET
TO THE UNITED CITY OF YORKVILLE
(Project Cardinal)**

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

WHEREAS, a duly executed *PETITION FOR ANNEXATION*, signed by an authorized representative of Pioneer Development, LLC (“Developer”), all owners of record and at least 51% of electors residing thereon, **as identified on Exhibit A**, attached hereto, has been filed with the City, requesting that certain territory legally described hereinafter be annexed to the City; and

WHEREAS, said territory is not within the corporate limits of any municipality, but is contiguous to the City; and

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by state statute; and

WHEREAS, the legal owners or record of said territory and the City have entered into a valid and binding annexation agreement relating to such territory; and

WHEREAS, all petitions, documents and other necessary legal requirements are in full compliance with the terms of the annexation agreement and with the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code; and

WHEREAS, it is in the best interests of the City that said territory be annexed.

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

Section 1. That the property to be annexed is a portion of that property that is identified by property index numbers 02-05-300-003, 02-04-300-032, 02-04-300-024, 02-05-400-021, 02-09-100-031, 02-09-

100-030, 02-04-100-015, 02-05-200-007, 02-06-100-022, 02-06-200-002, 02-05-400-022, 02-05-200-006, 02-04-100-016, 02-06-400-008, 02-06-200-003, 02-05-100-003, 02-05-100-005, 02-05-400-009, 02-04-300-018, 02-04-300-017, 02-06-400-001, 02-05-200-004, 02-05-200-001, and legally described and depicted in the Plat of Annexation, attached hereto as Exhibit B.

Section 2. That the territory described in Section 1 above is hereby annexed to the United City of Yorkville, Illinois.

Section 3. That the City Clerk is hereby directed within 90 days from the effective date of this ordinance to record or cause to be recorded with the Office of the Kendall County Recorder and to file with the Kendall County Clerk a certified copy of this Ordinance, together with the *Plat of Annexation* appended to this Ordinance.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[Remainder of Page Intentionally Left Blank, Roll Call Vote to Follow]

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

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

02-05-200-007

THAT PART OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 5 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WEST 40 CHAINS (RECORD), 2652.01 FEET (MEASURED) TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 38 1/2 LINKS (RECORD), 24.51 FEET (MEASURED) TO THE SOUTH BANK OF A DITCH; THENCE SOUTH 89 DEGREES 30 MINUTES EAST (RECORD), NORTH 88 DEGREES 05 MINUTES 41 SECONDS EAST (MEASURED), 2593.76 FEET (MEASURED) TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 54 MINUTES 03 SECONDS WEST, 232.55 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 68.93 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 59 DEGREES 57 MINUTES 33 SECONDS EAST, 68.88 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH 01 DEGREES 16 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE, 265.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88 DEGREES 05 MINUTES 41 SECONDS WEST, 57.84 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

02-05-100-003 & 02-05-100-005

THAT PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST, LYING NORTHERLY OF A LINE EXTENDING EASTERLY FROM A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER, 2316 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 5, TO A POINT ON THE NORTH AND SOUTH CENTERLINE OF SAID SECTION, 2326.7 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION AND LYING SOUTHERLY OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY LINE PURSUANT TO DOCUMENT 73-2720, IN KENDALL COUNTY, ILLINOIS.

02-06-200-003

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH ON THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2460.05 FEET TO THE INTERSECTION WITH THE MOST SOUTHERLY LINE OF PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1966 AND KNOWN AS TRUST NUMBER 35339, BY A DEED DATED JANUARY 31, 1972 AND RECORDED JANUARY 31, 1972 AS DOCUMENT 72-467 TO THE POINT OF BEGINNING, THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 35339, WHICH FORMS AN ANGLE OF 89 DEGREES 57 MINUTES 27 SECONDS TO THE LEFT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 812.66 FEET, THENCE NORTH 90 DEGREES 25 MINUTES 49 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 366.94 FEET, THENCE EASTERLY 88 DEGREES 43 MINUTES 04 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 809.73 FEET TO THE EAST LINE OF SAID SECTION 6, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 378.96 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS. AND ALSO THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH ON THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2474.60 FEET FOR THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, THENCE WESTERLY ON A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 57 MINUTES 19 SECONDS TO THE RIGHT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 812.66 FEET, THENCE NORTH ALONG A LINE 89 DEGREES 31 MINUTES 03 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST

DESCRIBED LINE, A DISTANCE OF 1.61 FEET TO THE INTERSECTION WITH THE MOST SOUTHERLY LINE OF THE PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1966 AND KNOWN AS TRUST NUMBER 35339 BY DEED DATED JANUARY 31, 1972 AND RECORDED JANUARY 31, 1972 AS DOCUMENT 72-467, THENCE EASTERLY ON THE SOUTHERLY LINE OF SAID PROPERTY CONVEYED TO THE LASALLE NATIONAL BANK, A DISTANCE OF 812.66 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 6, THENCE SOUTHERLY ON SAID EAST LINE, 13.55 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

02-06-400-001

PART OF THE EAST 1/2 OF SECTION 6; TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE OF 3407.85 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO SUSAN SCHMIDT BY WARRANTY DEED RECORDED DECEMBER 18, 1929 IN BOOK 80, PAGES 334 AND 335; THENCE WEST ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO SUSAN SCHMIDT A DISTANCE OF 1552.74 FEET TO THE EAST LINE OF PROPERTY CONVEYED TO EARL P KONICEK AND WIFE BY WARRANTY DEED DATED DECEMBER 4, 1961 RECORDED AS DOCUMENT 136414, THENCE SOUTH ALONG THE EAST LINE OF PROPERTY CONVEYED TO EARL P. KONICEK AND WIFE 1240.82 FEET TO THE CENTER LINE OF GALENA ROAD, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE 919.13 FEET TO AN ANGLE POINT WHICH IS 1312.43 FEET PERPENDICULARLY DISTANCE NORTH OF SAID SOUTH LINE OF SAID SECTION 6; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 26 DEGREES 45 MINUTES 35 SECOND TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 332.08 FEET TO THE NORTH LINE OF PARCEL TWO OF PROPERTY CONVEYED TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 45553 BY CONSERVATORS DEED RECORDED SEPTEMBER 17, 1973 AS DOCUMENT 73-4671; THENCE WESTERLY ALONG SAID NORTHERLY LINE FORMING AN ANGLE OF 62 DEGREES 01 MINUTES 01 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE 646.8 FEET TO THE CENTER LINE OF BEECHER ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 1362.40 FEET TO THE CENTER LINE OF GALENA ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE 460.52 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS,

02-06-400-008

THAT PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF GALENA ROAD WITH THE EAST LINE OF SAID SECTION; THENCE NORTH 70 DEGREES 55 MINUTES WEST ALONG SAID CENTER LINE 276 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION 8, 200 FEET; THENCE SOUTH 70 DEGREES 55 MINUTES EAST 270 FEET TO THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 1456.6 FEET TO THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 470.51 FEET TO THE EASTERLY LINE OF PARCEL TWO OF THE PROPERTY CONVEYED TO CHICAGO TITLE AND TRUST COMPANY TRUSTEE UNDER TRUST NUMBER 45553 BY CONSERVATORS DEED RECORDED SEPTEMBER 17, 1973 AS DOCUMENT R73-4671; THENCE NORTHERLY ALONG SAID EASTERLY LINE 1006.52 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE WESTERLY ALONG THE NORTH LINE OF SAID PARCEL TWO 388.83 FEET TO THE INTERSECTION OF SAID NORTH LINE WITH THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN PARCEL ONE OF SAID DOCUMENT 73-4671; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF PARCEL ONE A DISTANCE OF 115.02 FEET TO AN ANGLE POINT ON SAID EASTERLY LINE OF PARCEL ONE WHICH IS 1112.06 FEET PERPENDICULARLY DISTANCE

NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE NORTH ALONG A LINE FORMING AN ANGLE 26 DEGREES 45 MINUTES 38 SECOND TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 2329.35 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO DIANE R. KAPCHINSKI BY TRUSTEES DEED RECORDED JUNE 14, 1973 AS DOCUMENT 73-28243; THENCE EAST ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO DIANE R. KAPCHINSKI 812.68 FEET TO THE EAST LIEN OF SAID SECTION 6; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 6, 1319.90 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS, EXCEPT THE LEGAL DESCRIPTION INCLUDED IN THE WARRANTY DEED RECORDED AUGUST 24, 2020 AS DOCUMENT 202000016040.

02-06-100-022

A PART OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, THENCE EAST 19.508 CHAINS (1,287.528 FEET) TO AN IRON STAKE FOR PLACE OF BEGINNING, THENCE EAST ON THE NORTH LINE OF SAID SECTION 6, 44.599 CHAINS (2,943.534 FEET), THENCE SOUTH 16 MINUTES WEST 56.242 CHAINS (3,711.972 FEET) TO THE CENTER OF THE HIGHWAY, THENCE NORTH 73 DEGREES 58 MINUTES WEST 3.473 CHAINS (229.218 FEET) ALONG THE CENTER OF THE HIGHWAY, THENCE NORTH 79 DEGREES 37 MINUTES WEST 52.777 CHAINS (3,483.282 FEET) ALONG THE CENTER OF THE HIGHWAY, THENCE NORTH 79 DEGREES 16 MINUTES WEST 8.03 CHAINS (529.98 FEET) ALONG THE CENTER OF THE HIGHWAY TO AN IRON STAKE, THENCE NORTH 18 DEGREES 05 MINUTES EAST 10.258 CHAINS (677.028 FEET) TO AN IRON STAKE, THENCE NORTH 72 DEGREES 01 MINUTE WEST 6.632 CHAINS (437.712 FEET) TO AN IRON STAKE, THENCE NORTH 27 DEGREES 51 MINUTES EAST 11.60 CHAINS (765.6 FEET) TO AN IRON STAKE, THENCE NORTH 89 DEGREES 25 MINUTES EAST 11.535 CHAINS (761.31 FEET) TO THE CENTER OF THE HIGHWAY, THENCE NORTH 12 DEGREES 40 MINUTES EAST TO THE PLACE OF THE BEGINNING, SITUATED IN KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART LYING WESTERLY OF THE WEST LINE OF ASHE ROAD CONVEYED BY DOCUMENT 200200024565.

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

THAT PART OF SECTIONS 5 AND 6, TOWNSHIP 37 NORTH, RANGE 7
EAST OF THE THIRD PRINCIPAL MERIDIAN ,KENDALL COUNTY, ILLINOIS

02-05-200-007

THAT PART OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 5 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WEST 40 CHAINS (RECORD), 2652.01 FEET (MEASURED) TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 38 1/2 LINKS (RECORD), 24.51 FEET (MEASURED) TO THE SOUTH BANK OF A DITCH; THENCE SOUTH 89 DEGREES 30 MINUTES EAST (RECORD), NORTH 88 DEGREES 05 MINUTES 41 SECONDS EAST (MEASURED), 2593.76 FEET (MEASURED) TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 54 MINUTES 03 SECONDS WEST, 232.55 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 68.93 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 59 DEGREES 57 MINUTES 33 SECONDS EAST, 68.88 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH 01 DEGREES 16 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE, 265.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88 DEGREES 05 MINUTES 41 SECONDS WEST, 57.84 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

02-05-100-003 & 02-05-100-005

THAT PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST, LYING NORTHERLY OF A LINE EXTENDING EASTERLY FROM A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER, 2316 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 5, TO A POINT ON THE NORTH AND SOUTH CENTERLINE OF SAID SECTION, 2326.7 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION AND LYING SOUTHERLY OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY LINE PURSUANT TO DOCUMENT 73 2720, IN KENDALL COUNTY, ILLINOIS.

02-06-200-003

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH ON THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2460.05 FEET TO THE INTERSECTION WITH THE MOST SOUTHERLY LINE OF PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1966 AND KNOWN AS TRUST NUMBER 35339, BY A DEED DATED JANUARY 31, 1972 AND RECORDED JANUARY 31, 1972 AS DOCUMENT 72 467 TO THE POINT OF BEGINNING, THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 35339, WHICH FORMS AN ANGLE OF 89 DEGREES 57 MINUTES 27 SECONDS TO THE LEFT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 812.66 FEET, THENCE NORTH 90 DEGREES 25 MINUTES 49 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 366.94 FEET, THENCE EASTERLY 88 DEGREES 43 MINUTES 04 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 809.73 FEET TO THE EAST LINE OF SAID SECTION 6, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 378.96 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS, AND ALSO THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH ON THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2474.60 FEET FOR THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, THENCE WESTERLY ON A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 57 MINUTES 19 SECONDS TO THE RIGHT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 812.66 FEET, THENCE NORTH ALONG A LINE 89 DEGREES 31 MINUTES 03 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 1.61 FEET TO THE INTERSECTION WITH THE MOST SOUTHERLY LINE OF THE PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1966 AND KNOWN AS TRUST NUMBER 35339 BY DEED DATED JANUARY 31, 1972 AND RECORDED JANUARY 31, 1972 AS DOCUMENT 72 467, THENCE EASTERLY ON THE SOUTHERLY LINE OF SAID PROPERTY CONVEYED TO THE LASALLE NATIONAL BANK, A DISTANCE OF 812.66 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 6, THENCE SOUTHERLY ON SAID EAST LINE, 13.55 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

02-06-400-001

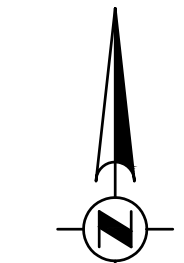
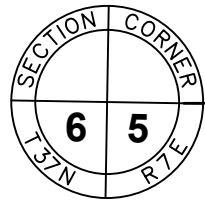
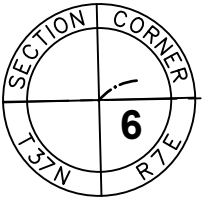
PART OF THE EAST 1/2 OF SECTION 6; TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE OF 3407.85 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO SUSAN SCHMIDT BY WARRANTY DEED RECORDED DECEMBER 18, 1929 IN BOOK 80, PAGES 334 AND 335; THENCE WEST ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO SUSAN SCHMIDT A DISTANCE OF 1552.74 FEET TO THE EAST LINE OF PROPERTY CONVEYED TO EARL P. KONICEK AND WIFE BY WARRANTY DEED DATED DECEMBER 4, 1961 RECORDED AS DOCUMENT 136414, THENCE SOUTH ALONG THE EAST LINE OF PROPERTY CONVEYED TO EARL P. KONICEK AND WIFE 1240.82 FEET TO THE CENTER LINE OF GALENA ROAD, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE 919.13 FEET TO AN ANGLE POINT WHICH IS 1312.43 FEET PERPENDICULARLY DISTANCE NORTH OF SAID SOUTH LINE OF SAID SECTION 6, THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 26 DEGREES 45 MINUTES 35 SECOND TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 332.08 FEET TO THE NORTH LINE OF PARCEL TWO OF PROPERTY CONVEYED TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 45553 BY CONSERVATORS DEED RECORDED SEPTEMBER 17, 1973 AS DOCUMENT 73 4671; THENCE WESTERLY ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 62 DEGREES 01 MINUTES 01 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE 646.8 FEET TO THE CENTER LINE OF BEECHER ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 1362.40 FEET TO THE CENTER LINE OF GALENA ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE 460.52 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

02-06-400-008

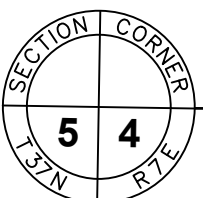
THAT PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF GALENA ROAD WITH THE EAST LINE OF SAID SECTION; THENCE NORTH 70 DEGREES 55 MINUTES WEST ALONG SAID CENTER LINE 276 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION 8, 200 FEET; THENCE SOUTH 70 DEGREES 55 MINUTES EAST 270 FEET TO THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 1456.6 FEET TO THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 470.51 FEET TO THE EASTERLY LINE OF PARCEL TWO OF THE PROPERTY CONVEYED TO CHICAGO TITLE AND TRUST COMPANY TRUSTEE UNDER TRUST NUMBER 45553 BY CONSERVATORS DEED RECORDED SEPTEMBER 17, 1973 AS DOCUMENT R73 4671; THENCE NORTHERLY ALONG SAID EASTERLY LINE 1006.52 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE WESTERLY ALONG THE NORTH LINE OF SAID PARCEL TWO 388.83 FEET TO THE INTERSECTION OF SAID NORTH LINE WITH THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN PARCEL ONE OF SAID DOCUMENT 73 4671; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF PARCEL ONE A DISTANCE OF 115.02 FEET TO AN ANGLE POINT ON SAID EASTERLY LINE OF PARCEL ONE WHICH IS 1112.06 FEET PERPENDICULARLY DISTANCE NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE NORTH ALONG A LINE FORMING AN ANGLE 26 DEGREES 45 MINUTES 38 SECOND TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 2329.35 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO DIANE R. KAPCHINSKI BY TRUSTEES DEED RECORDED JUNE 14, 1973 AS DOCUMENT 73 28243; THENCE EAST ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO DIANE R. KAPCHINSKI 812.68 FEET TO THE EAST LIEN OF SAID SECTION 6; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 6, 1319.90 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS, EXCEPT THE LEGAL DESCRIPTION INCLUDED IN THE WARRANTY DEED RECORDED AUGUST 24, 2020 AS DOCUMENT 20200016040.

02-06-100-022

A PART OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, THENCE EAST 19.508 CHAINS (1,287.528 FEET) TO AN IRON STAKE FOR PLACE OF BEGINNING, THENCE EAST ON THE NORTH LINE OF SAID SECTION 6, 44.599 CHAINS (2,943.534 FEET), THENCE SOUTH 16 MINUTES WEST 56.242 CHAINS (3,711.972 FEET) TO THE CENTER OF THE HIGHWAY, THENCE NORTH 73 DEGREES 58 MINUTES WEST 3.473 CHAINS (229.218 FEET) ALONG THE CENTER OF THE HIGHWAY, THENCE NORTH 79 DEGREES 37 MINUTES WEST 52.777 CHAINS (3,483.282 FEET) ALONG THE CENTER OF THE HIGHWAY, THENCE NORTH 79 DEGREES 16 MINUTES WEST 8.03 CHAINS (529.98 FEET) ALONG THE CENTER OF THE HIGHWAY TO AN IRON STAKE, THENCE NORTH 18 DEGREES 05 MINUTES EAST 10.258 CHAINS (677.028 FEET) TO AN IRON STAKE, THENCE NORTH 72 DEGREES 01 MINUTE WEST 6.632 CHAINS (437.712 FEET) TO AN IRON STAKE, THENCE NORTH 27 DEGREES 51 MINUTES EAST 11.60 CHAINS (765.6 FEET) TO AN IRON STAKE, THENCE NORTH 89 DEGREES 25 MINUTES EAST 11.535 CHAINS (761.31 FEET) TO THE CENTER OF THE HIGHWAY, THENCE NORTH 12 DEGREES 40 MINUTES EAST TO THE PLACE OF THE BEGINNING, SITUATED IN KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART LYING WESTERLY OF THE WEST LINE OF ASHE ROAD CONVEYED BY DOCUMENT 200200024565.



0 500 1000
SCALE FEET



ARC LEN: 68.93'
RADIUS: 533.00'
CHORD: N59°57'33"E
CHORD DIST : 68.88'

02-05-200-007

HEREBY ANNEXED

N01°54'03"W
232.55'

S01°16'25"E
265.04'

EXISTING CORPORATE LIMITS

EXISTING CORPORATE LIMITS

EXISTING CORPORATE LIMITS

EXISTING CORPORATE LIMITS

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STATE OF ILLINOIS)
COUNTY OF KANE)

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES, INC. HAVE PLATTED THE PROPERTY DESCRIBED HEREON, AS SHOWN BY THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

DATED AT SUGAR GROVE, ILLINOIS, THIS 4th 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 4, 2025
PROJECT NO.	Y02451
FILE NO	Y02451 ANNEX
PAGE 1 OF 1	

02-05-200-007

THAT PART OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 5 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WEST 40 CHAINS (RECORD), 2652.01 FEET (MEASURED) TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 38 1/2 LINKS (RECORD), 24.51 FEET (MEASURED) TO THE SOUTH BANK OF A DITCH; THENCE SOUTH 89 DEGREES 30 MINUTES EAST (RECORD), NORTH 88 DEGREES 05 MINUTES 41 SECONDS EAST (MEASURED), 2593.76 FEET (MEASURED) TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 54 MINUTES 03 SECONDS WEST, 232.55 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 68.93 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 59 DEGREES 57 MINUTES 33 SECONDS EAST, 68.88 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH 01 DEGREES 16 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE, 265.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88 DEGREES 05 MINUTES 41 SECONDS WEST, 57.84 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

02-05-100-003 & 02-05-100-005

THAT PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST, LYING NORTHERLY OF A LINE EXTENDING EASTERLY FROM A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER, 2316 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 5, TO A POINT ON THE NORTH AND SOUTH CENTERLINE OF SAID SECTION, 2326.7 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION AND LYING SOUTHERLY OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY LINE PURSUANT TO DOCUMENT 73-2720, IN KENDALL COUNTY, ILLINOIS.

02-06-200-003

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH ON THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2460.05 FEET TO THE INTERSECTION WITH THE MOST SOUTHERLY LINE OF PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1966 AND KNOWN AS TRUST NUMBER 35339, BY A DEED DATED JANUARY 31, 1972 AND RECORDED JANUARY 31, 1972 AS DOCUMENT 72-467 TO THE POINT OF BEGINNING, THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 35339, WHICH FORMS AN ANGLE OF 89 DEGREES 57 MINUTES 27 SECONDS TO THE LEFT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 812.66 FEET, THENCE NORTH 90 DEGREES 25 MINUTES 49 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 366.94 FEET, THENCE EASTERLY 88 DEGREES 43 MINUTES 04 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 809.73 FEET TO THE EAST LINE OF SAID SECTION 6, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 378.96 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS. AND ALSO THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH ON THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2474.60 FEET FOR THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, THENCE WESTERLY ON A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 57 MINUTES 19 SECONDS TO THE RIGHT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 812.66 FEET, THENCE NORTH ALONG A LINE 89 DEGREES 31 MINUTES 03 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST

DESCRIBED LINE, A DISTANCE OF 1.61 FEET TO THE INTERSECTION WITH THE MOST SOUTHERLY LINE OF THE PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1966 AND KNOWN AS TRUST NUMBER 35339 BY DEED DATED JANUARY 31, 1972 AND RECORDED JANUARY 31, 1972 AS DOCUMENT 72-467, THENCE EASTERLY ON THE SOUTHERLY LINE OF SAID PROPERTY CONVEYED TO THE LASALLE NATIONAL BANK, A DISTANCE OF 812.66 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 6, THENCE SOUTHERLY ON SAID EAST LINE, 13.55 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

02-06-400-001

PART OF THE EAST 1/2 OF SECTION 6; TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE OF 3407.85 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO SUSAN SCHMIDT BY WARRANTY DEED RECORDED DECEMBER 18, 1929 IN BOOK 80, PAGES 334 AND 335; THENCE WEST ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO SUSAN SCHMIDT A DISTANCE OF 1552.74 FEET TO THE EAST LINE OF PROPERTY CONVEYED TO EARL P KONICEK AND WIFE BY WARRANTY DEED DATED DECEMBER 4, 1961 RECORDED AS DOCUMENT 136414, THENCE SOUTH ALONG THE EAST LINE OF PROPERTY CONVEYED TO EARL P. KONICEK AND WIFE 1240.82 FEET TO THE CENTER LINE OF GALENA ROAD, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE 919.13 FEET TO AN ANGLE POINT WHICH IS 1312.43 FEET PERPENDICULARLY DISTANCE NORTH OF SAID SOUTH LINE OF SAID SECTION 6; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 26 DEGREES 45 MINUTES 35 SECOND TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 332.08 FEET TO THE NORTH LINE OF PARCEL TWO OF PROPERTY CONVEYED TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 45553 BY CONSERVATORS DEED RECORDED SEPTEMBER 17, 1973 AS DOCUMENT 73-4671; THENCE WESTERLY ALONG SAID NORTHERLY LINE FORMING AN ANGLE OF 62 DEGREES 01 MINUTES 01 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE 646.8 FEET TO THE CENTER LINE OF BEECHER ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 1362.40 FEET TO THE CENTER LINE OF GALENA ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE 460.52 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS,

02-06-400-008

THAT PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF GALENA ROAD WITH THE EAST LINE OF SAID SECTION; THENCE NORTH 70 DEGREES 55 MINUTES WEST ALONG SAID CENTER LINE 276 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION 8, 200 FEET; THENCE SOUTH 70 DEGREES 55 MINUTES EAST 270 FEET TO THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 1456.6 FEET TO THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 470.51 FEET TO THE EASTERLY LINE OF PARCEL TWO OF THE PROPERTY CONVEYED TO CHICAGO TITLE AND TRUST COMPANY TRUSTEE UNDER TRUST NUMBER 45553 BY CONSERVATORS DEED RECORDED SEPTEMBER 17, 1973 AS DOCUMENT R73-4671; THENCE NORTHERLY ALONG SAID EASTERLY LINE 1006.52 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE WESTERLY ALONG THE NORTH LINE OF SAID PARCEL TWO 388.83 FEET TO THE INTERSECTION OF SAID NORTH LINE WITH THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN PARCEL ONE OF SAID DOCUMENT 73-4671; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF PARCEL ONE A DISTANCE OF 115.02 FEET TO AN ANGLE POINT ON SAID EASTERLY LINE OF PARCEL ONE WHICH IS 1112.06 FEET PERPENDICULARLY DISTANCE

NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE NORTH ALONG A LINE FORMING AN ANGLE 26 DEGREES 45 MINUTES 38 SECOND TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 2329.35 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO DIANE R. KAPCHINSKI BY TRUSTEES DEED RECORDED JUNE 14, 1973 AS DOCUMENT 73-28243; THENCE EAST ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO DIANE R. KAPCHINSKI 812.68 FEET TO THE EAST LIEN OF SAID SECTION 6; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 6, 1319.90 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS, EXCEPT THE LEGAL DESCRIPTION INCLUDED IN THE WARRANTY DEED RECORDED AUGUST 24, 2020 AS DOCUMENT 202000016040.

02-06-100-022

A PART OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, THENCE EAST 19.508 CHAINS (1,287.528 FEET) TO AN IRON STAKE FOR PLACE OF BEGINNING, THENCE EAST ON THE NORTH LINE OF SAID SECTION 6, 44.599 CHAINS (2,943.534 FEET), THENCE SOUTH 16 MINUTES WEST 56.242 CHAINS (3,711.972 FEET) TO THE CENTER OF THE HIGHWAY, THENCE NORTH 73 DEGREES 58 MINUTES WEST 3.473 CHAINS (229.218 FEET) ALONG THE CENTER OF THE HIGHWAY, THENCE NORTH 79 DEGREES 37 MINUTES WEST 52.777 CHAINS (3,483.282 FEET) ALONG THE CENTER OF THE HIGHWAY, THENCE NORTH 79 DEGREES 16 MINUTES WEST 8.03 CHAINS (529.98 FEET) ALONG THE CENTER OF THE HIGHWAY TO AN IRON STAKE, THENCE NORTH 18 DEGREES 05 MINUTES EAST 10.258 CHAINS (677.028 FEET) TO AN IRON STAKE, THENCE NORTH 72 DEGREES 01 MINUTE WEST 6.632 CHAINS (437.712 FEET) TO AN IRON STAKE, THENCE NORTH 27 DEGREES 51 MINUTES EAST 11.60 CHAINS (765.6 FEET) TO AN IRON STAKE, THENCE NORTH 89 DEGREES 25 MINUTES EAST 11.535 CHAINS (761.31 FEET) TO THE CENTER OF THE HIGHWAY, THENCE NORTH 12 DEGREES 40 MINUTES EAST TO THE PLACE OF THE BEGINNING, SITUATED IN KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART LYING WESTERLY OF THE WEST LINE OF ASHE ROAD CONVEYED BY DOCUMENT 200200024565.

PROJECT CARDINAL

ANNEXATION, REZONING & PUD APPLICATIONS

UNITED CITY OF YORKVILLE

MARCH 14, 2025

PROJECT CARDINAL

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Section 2.	Application for Annexation
Section 3.	Application for Rezoning
Section 4.	Application for Planned Unit Development (“PUD”)
Section 5.	Petition for Special Use and PUD Approval
Section 6.	Conceptual Site Plan
Section 7.	Building Elevations
Section 8.	Landscape Plan
Section 9.	Traffic Impact Analysis
Section 10.	Stormwater Calculations
Section 11.	Security Fencing
Section 12.	Annexation Map
Section 13.	Legal Description
Section 14.	Consents of Owners
Section 15.	Contiguous Owners
Section 16.	Public Hearing Sign Application
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PROJECT CARDINAL

Section 1

Project Cardinal Introduction

PROJECT CARDINAL

Project Cardinal (“Project”) is an intended state-of-the-art data center campus in the City of Yorkville (“City”) on approximately 1,037 acres of vacant land northwest of Route 47 and Galena Road. The Project is proposed by Pioneer Development, LLC (“Petitioner”), a hyperscale data center developer specializing in advanced digital infrastructure solutions.

The phased Project will include up to fourteen data center buildings as shown on the Concept Site Plan included in Section 6 of this application package. Each phase of the Project is expected to include one building, and each building phase is expected to become operational within twenty-four months of groundbreaking. Subject to market conditions, the first building is slated for operation in 2029, and additional buildings will come online on a ramp schedule as power availability increases. Given Chicagoland’s increasing need for high-performance computing, Project completion is anticipated within the next decade.

Each building in the Project will feature architectural treatments that incorporate elements reminiscent of modern warehouse design, balancing practical necessity with aesthetics to the full extent possible. Facades will include precast concrete walls with metal elements, considering the most current technology and specific tenant requirements.

The Petitioner will install core utilities and site infrastructure, including a utility switchyard, two electrical substations, seven stormwater management basins, three main access roads with security checkpoints, on-site parking, and perimeter fencing.

The Project is innovatively designed to operate with minimal impact on public resources, generate significant tax and other revenue streams at local and state levels and enhance the region’s digital and other infrastructure, while meeting the growing hyperscale technology demands of its prospective tenants.

PROJECT CARDINAL

Section 2

Application for Annexation



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: March 14, 2025	PZC NUMBER:	DEVELOPMENT NAME: Project Cardinal	
PETITIONER INFORMATION			
NAME: Matt McCarron		COMPANY: Pioneer Development, LLC	
MAILING ADDRESS: 30 N. Gould Street, #38989, Sheridan, WY 82801			
CITY, STATE, ZIP: Sheridan, WY 82801		TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME (847) 738-5005	
EMAIL: matt@cirrusfarms.com		FAX:	
PROPERTY INFORMATION			
NAME OF HOLDER OF LEGAL TITLE: The Konicek Family LP, Sanjay & Sameer Gupta, Galena & 47th LLC & MPLIV10 LLC, & Dale L. Konicek LLC			
IS THE PROPERTY OCCUPIED OR VACANT: Vacant			
IF OCCUPIED, PLEASE LIST ALL NAMES OF ELECTORS (THOSE REGISTERED TO VOTE) RESIDING ON THE PROPERTY:			
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: Approximately 1037 acres of vacant land under contract by applicant within the boundaries of Ashe Rd to the West, Baseline Rd to the North, IL-47 to the East, and Galena Rd to the South (excluding farmsteads at 10094 and 10034 Baseline Rd).			
CURRENT ZONING CLASSIFICATION: City of Yorkville: PUD (R-2, R-3, and B-3); Kendall County: A-1 Agricultural			
ZONING AND LAND USE OF SURROUNDING PROPERTIES			
NORTH: Kane County: F-1 Rural Residential District			
EAST: Yorkville: B-3 General Bus., R-3 Multi-Family Attached Res., R-4 General Multi-Family Res., and PUD (R-2, R-3, and B-3)			
SOUTH: Kendall County: A-1 Agricultural and M-1 Limited Manufacturing			
WEST: Kendall County: A-1 Agricultural and RPD-1 Ord. 06-03 w/Special Use Ord. 19-21			
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)			
02-06-100-022	02-06-400-008	02-06-200-003	02-05-100-003
02-05-100-005	02-04-100-015		



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.

In addition to the annexation of the unincorporated parcels to the United City of Yorkville as requested by this application, there will be corresponding applications for rezoning to M-2 General Manufacturing District and for a Special Use for Planned Unit Development for all the parcels to be acquired by applicant within the boundaries of Ashe Rd to the West, Baseline Rd to the North, 47 to the East, and Galena Rd to the South.

ATTORNEY INFORMATION

NAME: David J. Silverman & Ann M. Zaremba COMPANY: Mahoney, Silverman & Cross, LLC

MAILING ADDRESS: 822 Infantry Drive, Suite 100

CITY, STATE, ZIP: Joliet, IL 60435

TELEPHONE: (815) 730-9500

EMAIL: dsilverman@msclawfirm.com

FAX: azaremba@msclawfirm.com

ENGINEER INFORMATION

NAME: Toby Barrons

COMPANY: Burns & McDonnell Engineering Company, Inc.

MAILING ADDRESS: 2175 N. California Blvd, Suite 400

CITY, STATE, ZIP: Walnut Creek, CA 94596

TELEPHONE: (650) 631-6496

EMAIL: tbarrons@burnsmcd.com

FAX:

LAND PLANNER/SURVEYOR INFORMATION

NAME: Dean L. Bauer, PLS (Director of Surveying) COMPANY: Quigg Engineering Inc

MAILING ADDRESS: 245 W. Roosevelt Road, Suite 87

CITY, STATE, ZIP: West Chicago, IL 60185

TELEPHONE: (630) 228-1231 ext. 2501

EMAIL: dbauer@quiggengineering.com

FAX:

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".



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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.

Signed by:

Matt McCarron

3/14/2025 | 12:32 PM PDT

PETITIONER SIGNATURE

DATE

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

{See Consent of Owners - Section 14}

OWNER SIGNATURE

DATE

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



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

APPLICATION FOR ANNEXATION

DATE: March 21, 2025	PZC NUMBER:	DEVELOPMENT NAME: Project Cardinal	
PETITIONER INFORMATION			
NAME: Matt McCarron		COMPANY: Pioneer Development, LLC	
MAILING ADDRESS: 30 N. Gould Street, #38989, Sheridan, WY 82801			
CITY, STATE, ZIP: Sheridan, WY 82801		TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME (847) 738-5005	
EMAIL: matt@cirrusfarms.com		FAX:	
PROPERTY INFORMATION			
NAME OF HOLDER OF LEGAL TITLE: The Konicek Family LP, Sanjay & Sameer Gupta, Galena & 47th LLC & MPLIV10 LLC, & Dale L. Konicek LLC			
IS THE PROPERTY OCCUPIED OR VACANT: Vacant			
IF OCCUPIED, PLEASE LIST ALL NAMES OF ELECTORS (THOSE REGISTERED TO VOTE) RESIDING ON THE PROPERTY:			
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: Approximately 1037 acres of vacant land under contract by applicant within the boundaries of Ashe Rd to the West, Baseline Rd to the North, IL-47 to the East, and Galena Rd to the South (excluding farmsteads at 10094 and 10034 Baseline Rd).			
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CITY, STATE, ZIP: Joliet, IL 60435

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EMAIL: dsilverman@msclawfirm.com

FAX: azaremba@msclawfirm.com

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NAME: Toby Barrons

COMPANY: Burns & McDonnell Engineering Company, Inc.

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CITY, STATE, ZIP: Walnut Creek, CA 94596

TELEPHONE: (650) 631-6496

EMAIL: tbarrons@burnsmcd.com

FAX:

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CITY, STATE, ZIP: West Chicago, IL 60185

TELEPHONE: (630) 228-1231 ext. 2501

EMAIL: dbauer@quiggengineering.com

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APPLICATION FOR ANNEXATION

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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.

DocuSigned by:

Matthew McLarron

3/21/2025

75ACBEAF493F4BA...

PETITIONER SIGNATURE

DATE

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

{See Consent of Owners - Section 14}

OWNER SIGNATURE

DATE

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

PROJECT CARDINAL

Section 3

Application for Rezoning



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

APPLICATION FOR REZONING

DATE:	PZC NUMBER:	DEVELOPMENT NAME:	
PETITIONER INFORMATION			
NAME: Matt McCarron		COMPANY: Pioneer Development, LLC	
MAILING ADDRESS: 30 N. Gould Street, #38989			
CITY, STATE, ZIP: Sheridan, WY 82801		TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME (847) 738-5005	
EMAIL: matt@cirrusfarms.com		FAX:	
PROPERTY INFORMATION			
NAME OF HOLDER OF LEGAL TITLE: The Konicek Family LP, Sanjay & Sameet Gupta, Galena & 47th LLC, MPLIV10, LLC, & Dale L. Konicek LLC			
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: Approximately 1037 acres of vacant land under contract by applicant within the boundaries of Ashe Rd to the West, Baseline Rd to the North, IL-47 to the East and Galena Rd to the South.			
CURRENT ZONING CLASSIFICATION: PUD (R-2, R-3 & B-3) Kendall: A-1		REQUESTED ZONING CLASSIFICATION: M-2	
COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION:		TOTAL ACREAGE: 1037	
ZONING AND LAND USE OF SURROUNDING PROPERTIES			
NORTH: Kane County: F-1 Rural Residential			
EAST: Yorkville: B-3 General Business, R-3 Multi-Family Attached Res., R-4 Multi-Family Res., and PUD (R-2, R-3, & B-3)			
SOUTH: Kendall County: A-1 Agricultural & M-1 Limited Manufacturing			
WEST: Kendall County: A-1 Agricultural & RPD-1 Residential Planned Development Ord. 06-03 w/ Special Use Ord. 19-21			
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)			
02-06-100-022	02-06-200-002	02-06-400-008	02-06-200-003
02-05-400-022	02-05-100-003	02-05-100-005	02-05-200-006
02-04-100-016	02-04-300-018	02-05-400-009	02-04-300-017
02-05-300-003	02-04-300-032	02-05-400-021	02-09-100-030
02-09-100-031	02-04-300-024	02-04-100-015	02-05-200-007



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

APPLICATION FOR REZONING

ATTORNEY INFORMATION

NAME: David J. Silverman & Ann M. Zaremba COMPANY: Mahoney, Silverman & Cross, LLC

MAILING ADDRESS: 822 Infantry Drive, Suite 100

CITY, STATE, ZIP: Joliet, IL 60435 TELEPHONE: (815) 730-9500

EMAIL: dsilverman@msclaw.com & azaremba@msclawfirm.com FAX:

ENGINEER INFORMATION

NAME: Toby Barrons COMPANY: Burns & McDonnell Engineering Company Inc

MAILING ADDRESS: 2715 N. California Blvd, Suite 400

CITY, STATE, ZIP: Walnut Creek, CA 94596 TELEPHONE: (650) 631-6496

EMAIL: tbarrons@burnsmcd.com FAX:

LAND PLANNER/SURVEYOR INFORMATION

NAME: Dean L. Bauer, PLS (Director of Surveying) COMPANY: Quigg Engineering Inc

MAILING ADDRESS: 245 W. Roosevelt Road, Suite 87

CITY, STATE, ZIP: West Chicago, IL 60185 TELEPHONE: (630) 228-1231 ext. 2501

EMAIL: dbauer@quiggengineering.com FAX: (312) 235-6784

ATTACHMENTS

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

Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (500) feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".



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APPLICATION FOR REZONING

REZONING STANDARDS

PLEASE STATE THE EXISTING ZONING CLASSIFICATION(S) AND USES OF THE PROPERTY WITHIN THE GENERAL AREA OF THE PROPOSED REZONED PROPERTY:

Existing zoning classifications within the general area of the Subject Property are primarily agricultural and residential. With the exception of a Kendall County Residential Planned Development to the West, a mixed use Planned Unit Development to the East, and a proposed Kendall County manufacturing use to the South, the property within the general area of the Subject Property is primarily used as vacant farmland.

PLEASE STATE THE TREND OF DEVELOPMENT, IF ANY, IN THE GENERAL AREA OF THE PROPERTY IN QUESTION, INCLUDING CHANGES, IF ANY, WHICH HAVE TAKEN PLACE SINCE THE DAY THE PROPERTY IN QUESTION WAS PLACED IN ITS PRESENT ZONING CLASSIFICATION:

A portion of the Subject Property was originally annexed to the City in 2005 pursuant to Ordinance No. 2005-78 as part of the Westhaven mixed-use residential and commercial planned unit development which was never constructed; A portion of the Subject Property was originally annexed to the City in 2004 pursuant to Ordinance No. 2004-40 as the Bailey Meadows residential development which was never constructed; and the portions of Subject Property for which Petitioner has applied to be annexed to the City are currently zoned as agricultural. The property within the general area of the Subject Property has primarily remained vacant farmland, with the exception of a Kendall County Residential Planned Development to the West, a City mixed use Planned Unit Development to the East, and a Kendall County manufacturing use (proposed data center) to the south.

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

Under the current mixed use planned unit development and agricultural zoning, the Subject Property has remained undeveloped vacant land. Petitioner proposes the development of a data center, which is not a permitted use under the current zoning classification. The proposed data center development, permitted under the requested M-2 General Manufacturing District classification, will greatly increase the value of the Subject Property, and by enhancing public infrastructure, Petitioner will position surrounding properties for further investment, thereby increasing property values.

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

Per Table 10-3-12 (B) of the Unified Development Ordinance, a data center and an electric substation are permitted uses in the M-2 General Manufacturing District. Proposed rezoning of the Subject Property to M-2 District will permit the development of a data center as proposed on the Concept Site Plan attached hereto, promoting the health, safety, morals, and general welfare of the public by required infrastructure enhancements, installations of public utilities, employment opportunities, and increased tax and other revenues. To the extent the data center use is not generally compatible with surrounding properties, under M-2 District zoning standards, Petitioner will be required to mitigate any potential adverse impact through screening, landscaping and open space, and the corresponding application for a Special Use for Planned Unit Development will provide a detailed framework to further protect current and future uses of surrounding properties.



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APPLICATION FOR REZONING

REZONING STANDARDS

PLEASE STATE THE LENGTH OF TIME THE PROPERTY HAS BEEN VACANT AS ZONED CONSIDERED IN THE CONTEXT OF LAND DEVELOPMENT IN THE AREA IN THE VICINITY OF THE SUBJECT PROPERTY:

A portion of the Subject Property was originally annexed to the City in 2005 pursuant to Ordinance No. 2005-78 as part of the Westhaven mixed-use residential and commercial planned unit development which was never constructed; another portion of the Subject Property was originally annexed to the City in 2004 pursuant to Ordinance No. 2004-40 as the Bailey Meadows residential development which was never constructed; and the portion of Subject Property for which Petitioner has applied to be annexed to the City is currently zoned as agricultural. Under the current mixed use planned unit development and agricultural zoning, the property has remained undeveloped vacant land. The property within the general area of the Subject Property has also remained vacant farmland, with the exception of a Kendall County Residential Planned Development to the West, a City mixed use Planned Unit Development to the East, and a Kendall County manufacturing use (proposed data center) to the south.

PLEASE STATE THE COMMUNITY NEED FOR THE PROPOSED LAND USE:

The proposed use as a data center permitted in the M-2 General Manufacturing District will meet the increasing demand for data center services in the broader Chicagoland community, while also locally providing infrastructure enhancements, installations of public utilities, employment opportunities, and increased tax and other revenues associated with the development.

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

Petitioner proposes a data center on the Subject Property, with an integrated design and centrally focused activity, with buffering features on the outer borders that protect uses within the development and surrounding properties. Petitioner is submitting a corresponding application for a Special Use for Planned Unit Development will provide a detailed framework to further protect current and future uses of surrounding properties.

Please also see:

Section 5 - Conceptual Site Plan
Section 6 - Building Elevations
Section 7 - Landscape Plan
Section 10 - Security Fencing

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

The campus will feature 8 secure access points, 3 of which will be access points to the data respective portions of the campus. Primary vehicular ingress and egress to the Data Center Campus buildings will occur through one access point on Ashe Road and two on Route 47. The remaining 5 access points will experience minimal traffic. 3 are for emergency responders and 2 are dedicated to ComEd's authorized personnel for the electrical switchyard along the southwest edge of the campus on Galena Road. Guard stations and a series of automated gates at each driveway will uphold stringent security protocols. All vehicles will proceed through an electric fence system, where credentials and identification must be verified before entry. Unauthorized vehicles will be routed to exit via either Ashe Road or Route 47 respectively. Internal pavement design ensures security checks do not impede public traffic. Please also see Section 9 - Traffic Impact Analysis.



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APPLICATION FOR REZONING

REZONING STANDARDS

PLEASE STATE THE RELATIVE GAIN TO THE PUBLIC AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL PROPERTY OWNER:

Under the current mixed use planned unit development and agricultural zoning, the Subject Property has remained undeveloped vacant land. Petitioner proposes the development of a data center, which is not a permitted use under the current zoning classification. The proposed data center development, permitted under the requested M-2 General Manufacturing District classification, will greatly increase the value of the Subject Property, and by enhancing public infrastructure, Petitioner will position surrounding properties for further investment, thereby increasing property values.

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

The Subject Property is suitable for the desired property for many reasons included above, but also: 1) the amount of land available permits a significant integrated and centrally focused data center with buffering features on the outer borders that protect uses within the development and surrounding properties, and 2) the Subject Property located in the broader Chicagoland community where there is increasing demand for data services.

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.

Signed by:

Matt McLarron

PETITIONER SIGNATURE

3/14/2025 | 12:32 PM PDT

DATE

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

{See Consents of Owners - Section 14}

OWNER SIGNATURE

DATE

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



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651 Prairie Pointe Drive
Yorkville, Illinois, 60560
Telephone: 630-553-4350
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APPLICATION FOR REZONING

DATE: March 20, 2025	PZC NUMBER:	DEVELOPMENT NAME: Project Cardinal	
PETITIONER INFORMATION			
NAME: Matt McCarron		COMPANY: Pioneer Development, LLC	
MAILING ADDRESS: 30 N. Gould Street, #38989			
CITY, STATE, ZIP: Sheridan, WY 82801		TELEPHONE: ☉ BUSINESS ○ HOME (847) 738-5005	
EMAIL: matt@cirrusfarms.com		FAX:	
PROPERTY INFORMATION			
NAME OF HOLDER OF LEGAL TITLE: The Konicek Family LP, Sanjay & Sameer Gupta, Galena & 47th LLC, MPLIV10 LLC & Dale L. Konicek LLC			
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: Approximately 1037 acres of vacant land under contract by applicant within the boundaries of Ashe Rd to the West, Baseline Rd to the North, Route 47 to the East and Galena Rd to the South.			
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ZONING AND LAND USE OF SURROUNDING PROPERTIES			
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EAST: Yorkville: B-3 General Business, R-3 Multi-Family Attached Res., R-4 Multi-Family Res., and PUD (R-2, R-3 & B-3)			
SOUTH: Kendall County: A-1 Agricultural & M-1 Limited Manufacturing			
WEST: Kendall County: A-1 Agricultural & RPD-1 Residential Planned Development Ord. 06-03 w/Special Use Ord. 19-21			
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02-09-100-031	02-04-300-024	02-04-100-015	02-05-200-007
02-06-400-001			



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APPLICATION FOR REZONING

ATTORNEY INFORMATION

NAME: David J. Silverman & Ann M. Zaremba

COMPANY: Mahoney, Silverman & Cross, LLC

MAILING ADDRESS: 822 Infantry Drive, Suite 100

CITY, STATE, ZIP: Joliet, IL 60435

TELEPHONE: (815) 730-9500

EMAIL: dsilverman@msclawfirm.com & azaremba@msclawfirm.co FAX:

ENGINEER INFORMATION

NAME: Toby Barrons

COMPANY: Burns & McDonnell Engineering Company Inc.

MAILING ADDRESS: 2715 N. California Blvd, Suite 400

CITY, STATE, ZIP: Walnut Creek, CA 94596

TELEPHONE: (650) 631-6496

EMAIL: tbarrons@burnsmcd.com

FAX:

LAND PLANNER/SURVEYOR INFORMATION

NAME: Dean L. Bauer, PLS (Director of Surveying)

COMPANY: Quigg Engineering Inc

MAILING ADDRESS: 245 W. Roosevelt Road, Suite 87

CITY, STATE, ZIP: West Chicago, IL 60185

TELEPHONE: (630) 228-1231 ext. 2501

EMAIL: dbauer@quiggengineering

FAX:

ATTACHMENTS

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

Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (500) feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".



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APPLICATION FOR REZONING

REZONING STANDARDS

PLEASE STATE HOW THE MAP AMENDMENT IS CONSISTENT WITH THE COMPREHENSIVE PLAN AND THE PURPOSES OF THE UNIFIED DEVELOPMENT ORDINANCE:

According to the Comprehensive Plan adopted by the City in 2016, the City faced the issue that "...past plans were based on the assumptions of continued, fast-paced residential and commercial growth, which did not materialize after the 2008 recession. A number of zoning districts appear to have been designated with specific development plans anticipated, which, however, did not occur. Zoning and land use districts should be reviewed and revised to better reflect current development trends and to more effectively guide development in the most appropriate locations." A portion of the Subject Property was originally annexed to the City in 2005 pursuant to Ord. No. 2005-78 as part of the Westhaven mixed-use residential and commercial PUD. Another portion of the Subject Property was originally annexed to the City in 2004 pursuant to Ord. No. 2004-40 as the Baily Meadows residential development. Neither development was ever constructed due to the 2008 recession. Rezoning of the Subject Property from residential and mixed-use residential PUD to M-2 General Manufacturing District will better reflect current development trends as discussed in the Comprehensive Plan. Specifically, the map amendment would permit the development of a data center, promoting the health, safety, morals, and general welfare of the public by required infrastructure enhancements, installations of public utilities, employment opportunities, and increased tax and other revenues. The corresponding application for a Special Use for Planned Unit Development along with the Concept Site Plan, Landscape Plan and other attachments hereto present additional framework for data center development consistent with the purposes of the Unified Development Ordinance and Comprehensive Plan.

PLEASE STATE HOW THE MAP AMEDEMMENT IS COMPATIBLE WITH THE EXISTING AND PLANNED USES AND ZONING OF NEARBY PROPERTIES:

Existing zoning classifications within the general area of the Subject Property are primarily agricultural and residential. With the exception of a Kendall County Residential PUD to the West, a mixed-use PUD to the East, and a proposed Kendall County manufacturing use to the South, the property within the general area of the Subject Property is primarily used as vacant farmland. Rezoning the Subject Property to M-2 General Manufacturing will permit the development of a data center, and to the extent the data center use is not generally compatible with surrounding properties, under M-2 District zoning standards, Petitioner will be required to mitigate any potential adverse impact through screening, landscaping and open space. The corresponding application for a Special Use for Planned Unit Development will provide a detailed framework to further protect current and future uses of surrounding properties.

PLEASE STATE HOW THE SUBJECT PROPERTY IS SUITABLE FOR THE PURPOSES OF THE PROPOSED ZONING DISTRICT:

The Subject Property is suitable for the desired M-2 General Manufacturing zoning for many reasons specified herein, but also: 1) the amount of land available permits a significant integrated and centrally focused data center with buffering features on the outer borders that protect uses within the development and surrounding properties, and 2) the Subject Property is located in the broader Chicagoland community where there is increasing demand for data services.

PLEASE STATE HOW THE PROPOSED MAP AMEDEMMENT WILL NOT RESULT IN AN INDIVIDUAL PARCEL ZONED IN ONE ZONING DISTRICT THAT IS NOT SHARED BY ANY ADJACENT PARCELS:

There is a proposed data center development on an adjacent parcel to the South of the Subject Property. This parcel has the Kendall County manufacturing zoning designation that is comparable to the City's M-2 General Manufacturing District.



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APPLICATION FOR REZONING

REZONING STANDARDS

PLEASE STATE HOW THE PROPOSED PARCEL(S) TO BE REZONED SHALL MEET THE MINIMUM FRONTAGE AND AREA REQUIREMENTS OF THE REQUESTED ZONING DISTRICT AS SPECIFIED IN SECTION 10-3-9(A) IN THE UNIFIED DEVELOPMENT ORDINANCE, UNLESS OTHERWISE GRANTED RELIEF AS SPECIFIED IN SECTION 10-8-9 VARIATIONS:

Petitioner proposes a data center according to the attached Conceptual Site Plan (Section 5), Building Elevations (Section 6) and Landscape Plan (Section 7) in accordance with the requirements of 10-3-9(A) of the Unified Development Ordinance, and with deviations as requested by Petitioner in the corresponding application for a Special Use for Planned Unit Development (Section 4 and Section 5).

PLEASE STATE THE COMMUNITY NEED FOR THE PROPOSED LAND USE:

The proposed use as a data center permitted in the M-2 General Manufacturing District will meet the increasing demand for data center services in the broader Chicagoland community, while also providing infrastructure enhancements, installations of public utilities, employment opportunities, and increased tax and other revenues associated with the development.

PLEASE STATE THE LENGTH OF TIME THE PROPERTY HAS BEEN VACANT AS ZONED CONSIDERED IN THE CONTEXT OF LAND DEVELOPMENT IN THE AREA IN THE VICINITY OF THE SUBJECT PROPERTY:

A portion of the Subject Property was originally annexed to the City in 2005 pursuant to Ord. No. 2005-78 as part of the Westhaven mixed-use residential and commercial planned unit development which was never constructed; another portion of the Subject Property was originally annexed to the City in 2004 pursuant to Ord. No. 2004-40 as the Bailey Meadows residential development which was never constructed; and the portion of the Subject Property for which Petitioner has applied to be annexed to the City is currently zoned as agricultural. Under the current mixed use PUD and agricultural zoning, the Subject Property has remained undeveloped vacant land. The property within the general area of the Subject Property has also remained vacant farmland, with the exception of a Kendall County Residential PUD to the West, a City mixed-use PUD to the East, and a Kendall County manufacturing use (proposed data center) to the South.



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APPLICATION FOR REZONING

AGREEMENT

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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.

DocuSigned by:

Matthew McLarron

75ACBEAF493F4BA...

3/21/2025

PETITIONER SIGNATURE

DATE

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

{See Consents of Owners - Section 14}

OWNER SIGNATURE

DATE

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

PROJECT CARDINAL

Section 4

Application for PUD



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

APPLICATION FOR PLANNED UNIT DEVELOPMENT

DATE: March 14, 2025	PZC NUMBER:	DEVELOPMENT NAME: Project Cardinal	
PETITIONER INFORMATION			
NAME: Matt McCarron		COMPANY: Pioneer Development, LLC	
MAILING ADDRESS: 30 N. Gould Street, #38989			
CITY, STATE, ZIP: Sheridan, WY 82801		TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME (847) 738-5005	
EMAIL: matt@cirrusfarms.com		FAX:	
PROPERTY INFORMATION			
NAME OF HOLDER OF LEGAL TITLE: The Konicek Family LP, Sanjay & Sameet Gupta, Galena & 47th LLC, MPLIV10, LLC, & Dale L. Konicek LLC			
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: Approximately 1037 acres of vacant land under contract by Petitioner within the boundaries of Ashe Rd to the West, Baseline Rd to the North, IL-47 to the East and Galena Rd to the South.			
CURRENT ZONING CLASSIFICATION: PUD (R-2, R-3 & B-3) Kendall: A-1		REQUESTED ZONING CLASSIFICATION: M-2	
COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION: PUD (R-2, R-3 & B-3)		TOTAL ACREAGE: Approximately 1037 acres	
LIST ALL GOVERNMENTAL ENTITIES OR AGENCIES REQUIRED TO RECEIVE NOTICE UNDER ILLINOIS LAW:			
ZONING AND LAND USE OF SURROUNDING PROPERTIES			
NORTH: Kane County: F-1 Rural Residential			
EAST: Yorkville: B-3 General Business, R-3 Multi-Family Attached Res., R-4 Multi-Family Res., and PUD (R-2, R-3, & B-3)			
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APPLICATION FOR PLANNED UNIT DEVELOPMENT

ATTORNEY INFORMATION

NAME: David J. Silverman & Ann M. Zaremba COMPANY: Mahoney, Silverman & Cross, LLC
MAILING ADDRESS: 822 Infantry Drive, Suite 100
CITY, STATE, ZIP: Joliet, IL 60435 TELEPHONE: (815) 730-9500
EMAIL: dsilverman@msclaw.com FAX: azaremba@msclawfirm.com

ENGINEER INFORMATION

NAME: Toby Barrons COMPANY: Burns & McDonnell Engineering Company Inc
MAILING ADDRESS: 2715 N. California Blvd, Suite 400
CITY, STATE, ZIP: Walnut Creek, CA 94596 TELEPHONE: (650) 631-6496
EMAIL: tbarrons@burnsmcd.com FAX:

LAND PLANNER/SURVEYOR INFORMATION

NAME: Dean L. Bauer, PLS (Director of Surveying) COMPANY: Quigg Engineering Inc
MAILING ADDRESS: 245 W. Roosevelt Road, Suite 87
CITY, STATE, ZIP: West Chicago, IL 60185 TELEPHONE: (630) 228-1231 ext. 2501
EMAIL: dbauer@quiggengineering.com FAX: (312) 235-6784

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.

Signed by:

Matt McLarron

3/14/2025 | 12:32 PM PDT

PETITIONER SIGNATURE

DATE

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

{See Consents of Owners - Section 14}

OWNER SIGNATURE

DATE

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



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APPLICATION FOR PLANNED UNIT DEVELOPMENT

PROPERTY INFORMATION

IS THE PROPERTY WITHIN CITY LIMITS?

Part of the Subject Property is not within City limits and is the subject of the corresponding Application for Annexation submitted by Petitioner.

☒ YES

☐ NO

DOES A FLOODPLAIN EXIST ON THE PROPERTY?

☐ YES

☒ NO

ATTACHMENTS

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

Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (500) feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".

PUD MODIFICATION STANDARDS

PETITIONER MUST INDICATE WHICH TANGIBLE BENEFIT THE PROPOSED PLANNED UNIT DEVELOPMENT WILL PROVIDE TO THE CITY, AS DEFINED IN SECTION 10-8-8D OF THE UNIFIED DEVELOPMENT ORDINANCE. AT LEAST ONE (1) MUST BE MET:

☒ LANDSCAPE CONSERVATION AND VISUAL ENHANCEMENT

☐ SUSTAINABLE DESIGN

☐ PUBLIC GATHERING SPACE

☐ PLACEMAKING

☐ UNIVERSAL DESIGN

☒ HIGH QUALITY BUILDING MATERIALS

☐ AGE-TARGETED DEVELOPMENT

☐ AFFORDABILITY

☐ PROVISION OF A PUBLIC SCHOOL

☐ PROVISION OF A REGIONAL PARK

☐ FUNDING OR CONSTRUCTION OF PUBLIC ROADWAYS

☒ REGIONAL UTILITY IMPROVEMENTS

As part of the pre-application meeting with community development staff, the petitioner can determine which above PUD modification standard is consistent with the proposed plan.



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 PLANNED UNIT DEVELOPMENT

PUD STANDARDS

PLEASE STATE HOW THE PLANNED UNIT DEVELOPMENT IS CONSISTENT WITH THE GOALS, OBJECTIVES, AND POLICIES SET FORTH IN THE COMPREHENSIVE PLAN AND OTHER ADOPTED PLANS AND POLICY DOCUMENTS OF THE CITY:

Please see attached petition.

PLEASE STATE HOW THE PLANNED UNIT DEVELOPMENT 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 DESIGN SHALL PROVIDE IDENTIFIABLE CENTERS, WHICH FORM FOCUS AREAS OF ACTIVITY IN THE DEVELOPMENT, AND EDGES, WHICH DEFINE THE OUTER BORDERS OF THE DEVELOPMENT, THROUGH THE HARMONIOUS GROUPING OF BUILDINGS, USES, FACILITIES, PUBLIC GATHERING SPACES, AND OPEN SPACE:

Please see attached petition.

PLEASE STATE HOW THE PLANNED UNIT DEVELOPMENT IS DESIGNED, LOCATED, AND PROPOSED TO BE OPERATED AND MAINTAINED SO THAT IT WILL NOT IMPAIR AN ADEQUATE SUPPLY OF LIGHT AND AIR TO ADJACENT PROPERTY AND WILL NOT SUBSTANTIALLY INCREASE THE DANGER OF FIRE OR OTHERWISE ENDANGER THE PUBLIC HEALTH, SAFETY, AND WELFARE:

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APPLICATION FOR PLANNED UNIT DEVELOPMENT

A PLANNED UNIT DEVELOPMENT, IF APPROVED, IS CONSIDERED A SPECIAL USE. IN ADDITION TO THE ABOVE PLANNED UNIT DEVELOPMENT STANDARDS, THE FOLLOWING SPECIAL USE STANDARDS OF REVIEW SHALL ALSO BE CONSIDERED:

SPECIAL USE STANDARDS

PLEASE STATE HOW THE ESTABLISHMENT, MAINTENANCE OR OPERATION OF THE SPECIAL USE WILL NOT BE UNREASONABLY DETRIMENTAL TO OR ENDANGER THE PUBLIC HEALTH, SAFETY, MOALS, COMFORT, OR GENERAL WELFARE:

Please see attached petition.

PLEASE STATE HOW THE SPECIAL USE WILL NOT BE INJURIOUS TO THE USE AND ENJOYMENT OF OTHER PROPRTY 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:

Please see attached petition.



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APPLICATION FOR PLANNED UNIT DEVELOPMENT

SPECIAL USE STANDARDS

PLEASE STATE HOW THE ESTABLISHMENT OF THE SPECIAL USE WILL NOT IMPEDE THE NORMAL AND ORDERLY DEVELOPMENT AND IMPROVEMENT OF SURROUNDING PROPERTY FOR USES PERMITTED IN THE DISTRICT:

Please see attached petition.

PLEASE STATE HOW ADEQUATE UTILITIES, ACCESS ROADS, DRAINAGE, OR OTHER NECESSARY FACILITIES HAVE BEEN OR SHALL BE PROVIDED:

Please see attached petition.

PLEASE STATE HOW ADEQUATE MEASURES SHALL BE TAKEN TO PROVIDE INGRESS OR EGRESS SO DESIGNED AS TO MINIMIZE TRAFFIC CONGESTION IN THE PUBLIC STREETS:

Please see attached petition.

PLEASE STATE HOW THE PROPOSED SPECIAL USE IS NOT CONTRARY TO THE OBJECTIVES OF THE CITY'S ADOPTED COMPREHENSIVE PLAN:

Please see attached petition.



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APPLICATION FOR PLANNED UNIT DEVELOPMENT

DATE: March 20, 2025	PZC NUMBER:	DEVELOPMENT NAME: Project Cardinal	
PETITIONER INFORMATION			
NAME: Matt McCarron		COMPANY: Pioneer Development, LLC	
MAILING ADDRESS: 30 N. Gould Street, #38989			
CITY, STATE, ZIP: Sheridan, WY 82801		TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME (847) 738-5005	
EMAIL: matt@cirrusfarms.com		FAX:	
PROPERTY INFORMATION			
NAME OF HOLDER OF LEGAL TITLE: The Konicek Family LP, Sanjay & Sameet Gupta, Galena & 47th LLC, MPLIV10, LLC, & Dale L. Konicek LLC			
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: Approximately 1037 acres of vacant land under contract by Petitioner within the boundaries of Ashe Rd to the West, Baseline Rd to the North, IL-47 to the East and Galena Rd to the South.			
CURRENT ZONING CLASSIFICATION: PUD (R-2, R-3 & B-3) Kendall: A-1		REQUESTED ZONING CLASSIFICATION: M-2	
COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION: PUD (R-2, R-3 & B-3)		TOTAL ACREAGE: Approximately 1037 acres	
LIST ALL GOVERNMENTAL ENTITIES OR AGENCIES REQUIRED TO RECEIVE NOTICE UNDER ILLINOIS LAW:			
ZONING AND LAND USE OF SURROUNDING PROPERTIES			
NORTH: Kane County: F-1 Rural Residential			
EAST: Yorkville: B-3 General Business, R-3 Multi-Family Attached Res., R-4 Multi-Family Res., and PUD (R-2, R-3, & B-3)			
SOUTH: Kendall County: A-1 Agricultural & M-1 Limited Manufacturing			
WEST: Kendall County: A-1 Agricultural & RPD-1 Residential Planned Development Ord. 06-03 w/ Special Use Ord. 19-21			
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)			
02-06-100-022	02-06-200-002	02-06-400-008	02-06-200-003
02-05-400-022	02-05-100-003	02-05-100-005	02-05-200-006
02-04-100-016	02-04-300-018	02-05-400-009	02-04-300-017
02-05-300-003	02-04-300-032	02-05-400-021	02-09-100-030
02-09-100-031	02-04-300-024	02-04-100-015	02-05-200-007
02-06-400-001			



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APPLICATION FOR PLANNED UNIT DEVELOPMENT

ATTORNEY INFORMATION

NAME: David J. Silverman & Ann M. Zaremba COMPANY: Mahoney, Silverman & Cross, LLC
MAILING ADDRESS: 822 Infantry Drive, Suite 100
CITY, STATE, ZIP: Joliet, IL 60435 TELEPHONE: (815) 730-9500
EMAIL: dsilverman@msclaw.com FAX: azaremba@msclawfirm.com

ENGINEER INFORMATION

NAME: Toby Barrons COMPANY: Burns & McDonnell Engineering Company Inc
MAILING ADDRESS: 2715 N. California Blvd, Suite 400
CITY, STATE, ZIP: Walnut Creek, CA 94596 TELEPHONE: (650) 631-6496
EMAIL: tbarrons@burnsmcd.com FAX:

LAND PLANNER/SURVEYOR INFORMATION

NAME: Dean L. Bauer, PLS (Director of Surveying) COMPANY: Quigg Engineering Inc
MAILING ADDRESS: 245 W. Roosevelt Road, Suite 87
CITY, STATE, ZIP: West Chicago, IL 60185 TELEPHONE: (630) 228-1231 ext. 2501
EMAIL: dbauer@quiggengineering.com FAX: (312) 235-6784

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.

DocuSigned by:
Matthew McLarron
75ACBEAF493F4BA...

3/21/2025

PETITIONER SIGNATURE

DATE

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

{See Consents of Owners - Section 14}

OWNER SIGNATURE

DATE

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



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APPLICATION FOR PLANNED UNIT DEVELOPMENT

PROPERTY INFORMATION

IS THE PROPERTY WITHIN CITY LIMITS?

Part of the Subject Property is not within City limits and is the subject of the corresponding Application for Annexation submitted by Petitioner.

☒ YES

☐ NO

DOES A FLOODPLAIN EXIST ON THE PROPERTY?

☐ YES

☒ NO

ATTACHMENTS

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

Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (500) feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".

PUD MODIFICATION STANDARDS

PETITIONER MUST INDICATE WHICH TANGIBLE BENEFIT THE PROPOSED PLANNED UNIT DEVELOPMENT WILL PROVIDE TO THE CITY, AS DEFINED IN SECTION 10-8-8D OF THE UNIFIED DEVELOPMENT ORDINANCE. AT LEAST ONE (1) MUST BE MET:

☒ LANDSCAPE CONSERVATION AND VISUAL ENHANCEMENT

☐ SUSTAINABLE DESIGN

☐ PUBLIC GATHERING SPACE

☐ PLACEMAKING

☐ UNIVERSAL DESIGN

☒ HIGH QUALITY BUILDING MATERIALS

☐ AGE-TARGETED DEVELOPMENT

☐ AFFORDABILITY

☐ PROVISION OF A PUBLIC SCHOOL

☐ PROVISION OF A REGIONAL PARK

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As part of the pre-application meeting with community development staff, the petitioner can determine which above PUD modification standard is consistent with the proposed plan.



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APPLICATION FOR PLANNED UNIT DEVELOPMENT

PUD STANDARDS

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APPLICATION FOR PLANNED UNIT DEVELOPMENT

PUD STANDARDS

PLEASE STATE HOW THE PLANNED UNIT DEVELOPMENT INCLUDES USES WHICH ARE GENERALLY COMPATIBLE AND CONSISTENT WITH THE USES OF ADJACENT PARCELS. IF THE USES ARE NOT GENERALLY COMPATIBLE, ALL ADVERSE IMPACTS HAVE BEEN MITIGATED THROUGH SCREENING, LANDSCAPING, PUBLIC OPEN SPACE, AND OTHER BUFFERING FEATURES THAT PROTECT USES WITHIN THE DEVELOPMENT AND SURROUNDING PROPERTIES:

Please see attached petition.

PLEASE STATE HOW THE PLANNED UNIT DEVELOPMENT IS DESIGNED SO THAT ADEQUATE UTILITIES, ROAD ACCESS, STORMWATER MANAGEMENT, AND OTHER NECESSARY FACILITIES WILL BE PROVIDED TO SERVE IT. THE PLANNED UNIT DEVELOPMENT SHALL INCLUDE SUCH IMPACT FEES AS MAY BE REASONABLY DETERMINED BY THE CITY COUNCIL. THESE REQUIRED IMPACT FEES SHALL BE CALCULATED IN REASONABLE PROPORTION TO THE IMPACT OF THE PLANNED UNIT DEVELOPMENT ON PUBLIC FACILITIES AND INFRASTRUCTURE:

Please see attached petition.

PLEASE STATE HOW THE PLANNED UNIT DEVELOPMENT DOES NOT SUBSTANTIALLY ADVERSELY IMPACT AN ARCHAEOLOGICAL, HISTORICAL, OR CULTURAL RESOURCE, INCLUDED ON THE LOCAL, STATE, OR FEDERAL REGISTER, LOCATED ON OR OFF THE PARCEL(S) PROPOSED FOR DEVELOPMENT:

Please see attached petition.



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APPLICATION FOR PUD PRELIMINARY PLAN

DATE:	PZC NUMBER:	DEVELOPMENT NAME:
PETITIONER INFORMATION		
NAME:		COMPANY:
MAILING ADDRESS:		
CITY, STATE, ZIP:		TELEPHONE: <input type="radio"/> BUSINESS <input type="radio"/> HOME (847) 738-5005
EMAIL:		FAX:
PROPERTY INFORMATION		
NAME OF HOLDER OF LEGAL TITLE:		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS:		
TYPE OF REQUEST:		
<input type="checkbox"/> PRELIMINARY PLAN <input type="checkbox"/> AMENDED PRELIMINARY PLAN		
TOTAL LOT ACREAGE:		CURRENT ZONING CLASSIFICATION:
ATTACHMENTS		
Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".		



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APPLICATION FOR PUD PRELIMINARY PLAN

ATTORNEY INFORMATION

NAME: COMPANY:

MAILING ADDRESS:

CITY, STATE, ZIP: TELEPHONE:

EMAIL: FAX:

ENGINEER INFORMATION

NAME: COMPANY:

MAILING ADDRESS:

CITY, STATE, ZIP: TELEPHONE:

EMAIL: FAX:

LAND PLANNER/SURVEYOR INFORMATION

NAME: COMPANY:

MAILING ADDRESS:

CITY, STATE, ZIP: TELEPHONE:

EMAIL: FAX:

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.

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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:**

PROJECT CARDINAL

Section 5

Petition for Special Use and PUD Approval

STATE OF ILLINOIS)
)
COUNTY OF KENDALL)
)
UNITED CITY OF YORKVILLE)

PETITION FOR SPECIAL USE AND PLANNED UNIT DEVELOPMENT APPROVAL

THE UNDERSIGNED Petitioner, Pioneer Development LLC, an Illinois limited liability company (hereinafter the “**Petitioner**”), respectfully petitions the United City of Yorkville (the “**City**”) to grant a Special Use for Planned Unit Development with development allowances as detailed on the plans submitted herewith for the Subject Property (as defined and more fully set forth below).

BACKGROUND INFORMATION

1. The owners of the Subject Property are Dale L. Konicek LLC, The Konicek Family Limited Partnership, Galena & 47TH LLC, MPLIV10 LLC, and Sameer and Sanjay Gupta (collectively, the “Owners”) as to each parcel as shown on Exhibit A attached hereto and incorporated herein;

2. The Petitioner is Pioneer Development, LLC, an Illinois limited liability company located at 30 N. Gould Street #38989, Sheridan, WY 82801;

3. The Petitioner is the contract purchaser of the Subject Property;

4. The Subject Property consists of approximately 1,037 acres located between Route 47, Galena Road, Ashe Road, and Baseline Road in the City, as legally described on Exhibit A attached and incorporated herein (the “**Subject Property**”) and illustrated on the Concept Site Plan attached as Exhibit B (hereinafter the “**Preliminary Plan**”);

5. Certain portions of the Subject Property, as shown on Exhibit C attached hereto, have not been annexed to the City, and is the subject property of that certain Application for Annexation submitted to the City by Petitioner on even date herewith;

6. The portion of Subject Property for which Petitioner has applied to be annexed to the City is currently zoned as agricultural;

7. A portion of the Subject Property was originally annexed to the City pursuant to Ordinance No. 2005-78 as part of the Westhaven mixed-use residential and commercial planned unit development which was never constructed;

8. A portion of the Subject Property was originally annexed to the City pursuant to Ordinance No. 2004-40 as the Bailey Meadows residential development which was never constructed;

9. The Subject Property within the City is currently zoned as a mixed use residential and commercial planned unit development;

10. The Subject Property is the subject property of that certain Application for Rezoning submitted to the City by Petitioner on even date herewith, whereby Petitioner requests the rezoning of the Subject Property to M-2 General Manufacturing District under the City of Yorkville Unified Development Ordinance (the “**Code**”);

11. Petitioner proposes to develop the Property as a secure data center campus with two onsite electrical substations and one utility switchyard (the “**Data Center Campus**”), as generally depicted on the Preliminary Plan;

12. The Data Center Campus will be constructed in phases, over an estimated ten (10) year period;

13. The planned unit development will establish standards governing the phased development of the Data Center Campus;

14. As a Data Center Campus, the Subject Property will accommodate up to fourteen (14) stand-alone facilities consisting of networked computers, storage systems, and computing infrastructure used to assemble, process, store, and distribute data; and two (2) onsite electrical substations and one (1) utility switchyard will supply electricity to these facilities; and

15. Petitioner has submitted appropriate supporting details for approval of the Special Use for Planned Unit Development as set forth herein.

PROJECT SUMMARY

Petitioner is a hyperscale data center developer specializing in advanced digital infrastructure solutions. The proposed Yorkville data center campus is designed to operate with minimal impact on public resources while supporting mission-critical operations. Its electricity consumption is projected to generate significant tax revenue at local and state levels, reinforce the region's digital infrastructure, and meet the growing hyperscale technology demands of its tenants.

The Data Center Campus will be a state-of-the-art facility serving the Chicagoland market's increasing need for high-performance computing. As shown on the Preliminary Plan, spanning approximately 1,037 acres, the Data Center Campus will include up to fourteen (14) data center buildings, two (2) electrical substations, and one (1) utility switchyard, with improvements potentially spread across fourteen (14) phases. Petitioner will install core utilities and site infrastructure, including the utility switchyard, two (2) substations, seven (7) stormwater management basins, three (3) main access roads with security checkpoints, on-site parking, and perimeter fencing. Each building is expected to become operational within fifteen (15) to twenty-four (24) months of groundbreaking, with the full buildout anticipated in approximately a decade, subject to market conditions.

The campus will feature eight (8) secure access points, three (3) of which will be access points to the data respective portions of the data center campus. Two (2) access points are dedicated to ComEd's electrical switchyard and three to emergency services, these access points will experience minimal traffic and are restricted to authorized ComEd personnel and emergency responders. The switchyard access point lies along the southwest edge of the campus on Galena Road.

Primary vehicular ingress and egress to the Data Center Campus buildings will occur through one access point on Ashe Road and two on Route 47. Guard stations and a series of automated gates at each driveway will uphold stringent security protocols. All vehicles will proceed through an electrically actuated fence system, where credentials and identification must be verified before entry. Unauthorized vehicles will be routed to exit via either Ashe Road or Route 47 respectively. Internal pavement design ensures security

checks do not impede public traffic. An approximately ten-foot security fence is proposed to encircle the entire campus, including both substations and the switchyard, as shown in the Preliminary Plan.

Each building will feature architectural treatments that incorporate elements reminiscent of modern warehouse design that are as aesthetically pleasing as practically possible. Facades will include advanced glazing, refined articulation, precast concrete walls, and metal elements. The first facility is slated for operation in 2029, contingent on power availability, with additional buildings coming online on a ramp schedule as power availability increases and construction schedules allow. Building height is defined at fifty-five feet (55') to the flat roof, with rooftop equipment bringing total height to a maximum of seventy-eight (78') feet. Actual building specifications may vary in response to evolving technology or specific tenant requirements.

**STANDARDS FOR SPECIAL USE APPROVAL FOR A PLANNED UNIT
DEVELOPMENT PURSUANT TO UDO SECTION 10-8-5(D)**

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

The proposed Data Center Campus will enhance the public health, safety, morals, comfort, and general welfare of the City. Although portions of the Subject Property were originally annexed to the City in 2004 and 2005, respectively, the Subject Property within the City limits has remained farmland, without a productive use consistent with the underlying mixed-use residential and commercial planned unit development zoning for nearly twenty (20) years. The Data Center Campus is a permitted use in the proposed M-2 General Manufacturing District. The development of the Subject Property as the Data Center Campus will drive substantial investment in the City that will generate new construction jobs, create long-term employment opportunities, and produce significant tax and other revenues. Establishing the Data Center Campus will position the City as a competitive regional leader for future tenants and strengthen its status as an emerging employment center in the data technology sector.

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

The Subject Property lies entirely within the boundaries of Baseline Road to the North, Ashe Road to the West, Route 47 to the East and Galena Rd to the South. The parcel to the North is separated from the Subject Property by Baseline Road and consists of farmland in Kane County. The parcel to the West, separated from the Subject Property by Ashe Road, consists of residential homes with large setbacks from Ashe Road and more farmland. To the East, across Route 47, lies a multi-family development. Parcels across Galena Road to the South of the Subject Property consist of unincorporated Kendall County farmland and a parcel that is the subject of a proposed data center development, permitted in that manufacturing zoned district.

Data centers represent significant capital projects and are often drawn to locations with existing utility infrastructure. However, these locations still typically require substantial installations of utility upgrades to meet data center needs, especially demand for electrical capacity. Such developments, typically funded by institutional investors, yield elevated values within a sub-market and strengthen revenue streams for local governmental entities reliant on property taxes. Accordingly, Petitioner's proposed investment in the Data Center Campus, along with planned electrical substation upgrades, will appreciably increase, rather than impair or diminish, the value of adjacent properties.

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

Pending approval of the Application for Rezoning for the Subject Property to M-2 General Manufacturing District submitted to the City by Petitioner, the City recognizes a data center as an appropriate use for the Subject Property. Petitioner's application for a special use is not driven by the proposed data center use alone, but by the Petitioner's proposal for a planned unit development that provides comprehensive standards for multiple data centers in a campus-like configuration developed in phases. By committing to significant infrastructure in the initial phase, the Petitioner seeks assurance that subsequent

phases remain governed by these planned unit development standards rather than being subject to future legislative changes.

This planned unit development framework will not hinder the normal and orderly development of surrounding properties. Instead, it offers clear, consistent guidelines that may provide neighboring property owners with direction for improvement of their properties.

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

The Subject Property is well-positioned with regards to access and utilities.

Based on significant data center development experience of Petitioner, its engineers and consultants, the ingress and egress to the Data Center Campus proposed by Petitioner herein will adequately serve the intended use. Within the Data Center Campus, the Petitioner has designed a network of drive aisles essential to the campus's security and operations. All internal aisles will be privately owned, operated, and maintained, thereby minimizing the burden on public facilities and eliminating the City's responsibility for internal road upkeep. However, Petitioner will grant the City all necessary easements for perpetual private access and utilities, including water line easements as indicated on the Preliminary Plan.

Stormwater management basins will be developed in compliance with applicable regulation. Stormwater basins will be enhanced with native vegetation to create open space, establish new habitats, minimize erosion, and promote infiltration, yielding tangible ecological benefits.

In coordination with City staff, the Petitioner will determine the most optimal way to enhance the municipal sanitary and water services adjacent to the Subject Property before connecting, representing a potentially substantial investment up-front. By enhancing public infrastructure, Petitioner will position surrounding properties for further investment.

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

Petitioner has engaged engineers and consultants with extensive experience in data center facility design and has developed an efficient, secure ingress and egress plan for the Data Center Campus. Substantial setbacks from Route 47 and Ashe Road are incorporated to prevent traffic queues from

extending onto public roadways. Within the Data Center Campus, the drive aisles and gating systems are scaled and spaced to accommodate both arriving vehicles and those denied entry. On Route 47, the two (2) access points are aligned to avoid disrupting the ingress and egress of the Bristol Bay multifamily development to the East. On Ashe Road, the proposed access will not impede traffic flow or other entry to driveways. The Petitioner has retained a traffic engineer to conduct a traffic study to verify roadway capacity, and this study will be provided to the City upon completion.

6. *The proposed Special Use is not contrary to the objectives of the City's adopted Comprehensive Plan.*

According to the Comprehensive Plan adopted by the City in 2016, to guide future industrial development, the City aims to: 1) remove barriers to investment and encourage development through incentives and regulatory relief, 2) focus industrial attraction efforts on near-term industrial, 3) redevelop industrial zones to accommodate diverse facility sizes modern office park settings, 4) Promote best practices in building design, stormwater management, landscaping, and placemaking, and 5) ensure future industrial developments are located near adequate transportation and infrastructure networks. Granting the Special Use for Planned Unit Development to allow the proposed Data Center Campus on the Subject Property aligns with these objectives by removing regulatory barriers and fostering industrial growth. It also provides a framework to promote best practices in building design, stormwater management and landscape buffering. Accordingly, the proposed Special Use is not contrary to the objectives of the City's Comprehensive Plan and furthers its objectives in the near term.

REVIEW STANDARDS FOR APPROVAL OF PLANNED UNIT DEVELOPMENT
PURSUANT TO UDO SECTION 10-8-8(E)

1. ***Plan and Policy Alignment.** The Planned Unit Development is consistent with the goals, objectives, and policies set forth in the Comprehensive Plan and other adopted plans and policy documents of the City.*

As stated above, the proposed Planned Unit Development aligns with the City's Comprehensive Plan objectives for industrial development. Approval of a Planned Unit Development ensures coordinated, large-scale planning for this industrial site and creates a structured framework for the phased investment required by a project of this size.

2. ***Integrated Design with Identifiable Centers and Edges.*** *The Planned Unit Development shall be laid out and developed as a unit in accordance with an integrated overall design, in which the various land uses function as a cohesive whole and support one another. The design shall provide identifiable centers, which form focus areas of activity in the development, and edges, which define the outer borders of the development, through the harmonious grouping of buildings, uses, facilities, public gathering spaces, and open space.*

The Preliminary Plan provides an integrated design featuring three (3) core land uses functioning as a unified whole. A new utility switchyard and two (2) new electric substations will supply power to the fourteen (14) phased data center buildings forming a centralized utility component. The data center buildings, along with parking and access drives, serve as focal points of activity. Perimeter access drives and stormwater ponds define the campus edges, ensuring appropriate drainage for impervious surfaces in compliance with the Code, and creating a cohesive grouping of buildings, infrastructure, and amenities.

3. ***Public Welfare.*** *The Planned Unit Development is designed, located, and proposed to be operated and maintained so that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety, and welfare.*

The proposed Planned Unit Development for the Data Center Campus is generally compatible with and consistent with the uses of adjacent parcels. As mentioned above, the parcel to the North is separated from the Subject Property by Baseline Road and consists of farmland in Kane County. The parcel to the West, separated from the Subject Property by Ashe Road, consists of residential homes with large setbacks from Ashe Road and more farmland. To the East, across Route 47, lies a multi-family development. Parcels across Galena Road to the South of the Subject Property consist of unincorporated Kendall County farmland and a parcel that is the subject of a proposed data center development, permitted in that manufacturing zoned district. The planned improvements are concentrated in the core of the Subject Property, with setbacks exceeding zoning requirements. Around the perimeter of the Data Center Campus, stormwater detention basins serve as open space, further protecting the current and future uses on adjacent parcels.

4. ***Compatibility with Adjacent Land Uses.*** *The Planned Unit Development includes uses which are generally compatible and consistent with the uses of adjacent parcels. If the uses are not generally*

compatible, all adverse impacts have been mitigated through screening, landscaping, public open space, and other buffering features that protect uses within the development and surrounding properties.

As discussed above, the proposed Planned Unit Development for the Data Center Campus is generally compatible with and consistent with the uses of adjacent parcels. The parcel to the North is separated from the Subject Property by Baseline Road and consists of farmland in Kane County. The parcel to the West, separated from the Subject Property by Ashe Road, consists of residential homes with large setbacks from Ashe Road and more farmland. To the East, across Route 47, lies a multi-family development. Parcels across Galena Road to the South of the Subject Property consist of unincorporated Kendall County farmland and a parcel that is the subject of a proposed data center development, permitted in that manufacturing zoned district. Overall, the building setbacks will exceed City Code requirements, and perimeter landscaping and stormwater improvements will create a natural buffer, preserving the suitability of current and future neighboring uses.

5. ***Impact on Public Facilities and Resources.*** *The Planned Unit Development is designed so that adequate utilities, road access, stormwater management, and other necessary facilities will be provided to serve it. The Planned Unit Development shall include such impact fees as may be reasonably determined by the City Council. These required impact fees shall be calculated in reasonable proportion to the impact of the Planned Unit Development on public facilities and infrastructure.*

The proposed Data Center Campus Planned Unit Development is designed to ensure sufficient utilities, road access, stormwater management, and other vital facilities. The Preliminary Plan shows a system of stormwater management basins to handle runoff from new impervious surfaces. Roadway access has been addressed in detail. Although public utilities do not currently reach the Subject Property, Petitioner and City staff are coordinating on a plan for extending and interconnecting these utilities. A substantial investment in utilities and other infrastructure will provide opportunity for nearby development. New electrical substations will also be constructed as a key component of the project. Overall, the Data Center Campus Planned Unit Development will not impose a substantial burden on public facilities; rather, it will enhance them in a way that likely spurs further investment on neighboring properties.

6. ***Archaeological, Historical or Cultural Impact.*** *The Planned Unit Development does not substantially adversely impact an archaeological, historical, or cultural resource, included on the local, state, or federal register, located on or off the parcel(s) proposed for development.*

The proposed Data Center Campus Planned Unit Development does not substantially impact any archaeological, historical, or cultural resources listed on local, state, or federal registers, whether on or off the Subject Property. The Petitioner is conducting the relevant assessments to evaluate wetlands, waters, threatened/endangered species, and historical resources, and will coordinate any required approvals with the City before constructing improvements.

REQUIRED DEVIATIONS FROM UNIFORM DEVELOPMENT ORDINANCE

1. **Table 10-3-9(A) Bulk and Dimensional Standards.**

The Code requires the following setbacks:

Front: twenty-five feet (25');
Side: twenty feet (20'); and

Rear: none (0').

Petitioner requests a deviation that setbacks shall be limited to the outer boundary of the Subject Property. For the purpose of setbacks, Route 47 will serve as the "Front", Ashe Road will be the "Rear", and the north and south edges of the Subject Property will be "Sides". This request includes a waiver of any setback requirements between buildings or setbacks from internal lot lines of any future subdivision.

2. **Chapter 10-4-10 Energy Industrial Uses.**

Under the Code, data centers fall under the "Energy Industrial Use" category, for which there are currently no specific use standards in Chapter 4. Consequently, the proposed Data Center Campus is not subject to any such standards, and any new standards adopted after approval of the Special Use for Planned Unit Development will not apply to the Subject Property.

3. **10-5-1(F) Cross Access.**

Due to the unique security requirements of the Data Center Campus, any cross-access requirements between adjacent developments, as outlined by the Code, shall be waived for the Subject Property.

4. **Table 10-5-1(H)(5) Minimum Parking Requirement.**

In accordance with the Code, the minimum parking requirement is 0.3 spaces per 1,000 square feet for industrial uses greater than 8,000 square feet. Petitioner requests a variance to reduce that requirement to 0.2 parking spaces per 1,000 square feet. The average size of a building in the proposed Data Center Campus is 1,878,142 square feet, requiring 505 parking spaces per building. Petitioner calculates the actual parking demand will be approximately 375 parking spaces per building, under the requested .2 parking spaces per 1,000 square feet. Further, parking within the Data Center Campus will be shared among its constituent buildings and lots, rather than calculated on an individual building or lot basis. However, if exclusive occupant parking spaces are designed for a particular lot or building, those spaces will not be counted toward the overall minimum for the remainder of the campus.

5. **10-5-1 (N) Pedestrian Circulation.**

The Code requires pedestrian walkways between buildings. Where appropriate, the Petitioner will install walkways between parking areas and building entrances, complying with ADA standards. However, there will be no pedestrian connections between buildings or open spaces. Accordingly,

the Petitioner requests a waiver of pedestrian circulation requirements, except those necessary to connect each building to its parking area within the Data Center Campus.

6. **10-5-1(O) Bicycle Parking.**

Under the Code, bicycle parking is required. However, given the surrounding roadways and the Subject Property's intended use, bicycle access is not feasible. Accordingly, the Petitioner requests a waiver of the bicycle parking requirements.

7. **10-5-1(Q) Required Off-Street Loading Spaces.**

In accordance with the Code, the Zoning Administrator determines the required number of off-street loading spaces. Petitioner requests a minimum of one off-street loading space per Data Center Campus building on the Subject Property.

8. **10-5-3 Landscape.**

The Code imposes extensive landscaping requirements in and around parking lots and building areas to enhance community character. Due to the secure nature of the campus and the potential conflicts between landscaping and the mechanical systems unique to a Data Center Campus, the Petitioner seeks to reduce internal landscaped areas. In place of the City's standard requirements set forth in the Code, the Petitioner proposes to adopt the landscaping standards outlined in the Subject Property's landscape plan.

9. **10-5-4(B) & (C) Screening of Mechanical Units.**

The Code mandates screening for both ground-mounted and rooftop-mounted mechanical units. However, due to the nature of the Data Center Campus and its associated mechanical infrastructure, Petitioner proposes an alternative standard. Ground-mounted generator units will be enclosed by vinyl fencing matching the generator's height (excluding any protruding stacks), while rooftop-mounted mechanical units within penthouses will not be required to have additional screening.

10. **10-5-5 Fences.** The Code requires that fencing not extend beyond the front plane of the primary building façade. The Petitioner seeks approval for the fencing specifications and placement as shown on the Preliminary Plan.

11. **10-5-8(4) Appearance Standards, Industrial Uses.** Under the Code, industrial buildings longer than 100 feet must include recesses along at least 30% of any facade facing a public street. However, given the significant setbacks in the Data Center Campus layout and the emphasis on open space along its perimeter, Petitioner requests that these architectural standards be waived provided that buildings are constructed with masonry or precast materials.

12. **10-7-2 Lots.** Pursuant to the Code, each lot must abut a public street, and the Planning and Zoning Commission along with the City Council retain final authority over lot size, shape, and orientation. However, given the unique, secure nature of the Data Center Campus, Petitioner request that the City waive the public street access requirement and agree to approve any future subdivision of the Subject Property that the Petitioner determines reasonably necessary and appropriate for its use, operation, maintenance, or disposition.

13. **10-7-3 Street Design and Improvements & 10-7-4 Circulation and Connectivity.**

The Code establishes standards for street development and circulation within a proposed project. However, because this proposal does not include new streets or internal driveways, Petitioner requests exemption from those requirements.

WHEREFORE, by reason of the foregoing, the undersigned Petitioner requests the City's Plan Council, Economic Development Committee, Planning and Zoning Commission and City Council take the necessary and appropriate action to grant a Special Use for Planned Unit Development with development allowances as detailed on the plans submitted herewith for the Subject Property and pursuant to the appropriate provisions of the Code.

RESPECTFULLY SUBMITTED this 14th day of March, 2025.

PETITIONER:

PIONEER DEVELOPMENT, LLC
an Illinois limited liability company

A handwritten signature in cursive script, appearing to read "Anna M. Silverman".

Mahoney, Silverman & Cross, LLC
Attorney for the Petitioner

EXHIBIT A

PINS BY OWNER

Galena & 47TH LLC, MPLIV10 LLC	PIN: 02-05-300-003	CITY OF YORKVILLE
	PIN: 02-04-300-032	CITY OF YORKVILLE
	PIN: 02-04-300-024	CITY OF YORKVILLE
	PIN: 02-05-400-021	CITY OF YORKVILLE
	PIN: 02-09-100-031	CITY OF YORKVILLE
	PIN: 02-09-100-030	CITY OF YORKVILLE
Sanjay & Sameer Gupta	PIN: 02-04-100-015	CITY OF YORKVILLE
	PIN: 02-05-200-007	UNINCORPORATED
The Konicek Family Limited Partnership	PIN: 02-06-100-022	UNINCORPORATED
DALE L. KONICEK, LLC	PIN: 02-06-200-002	CITY OF YORKVILLE
	PIN: 02-05-400-022	CITY OF YORKVILLE
	PIN: 02-05-200-006	CITY OF YORKVILLE
	PIN: 02-04-100-016	CITY OF YORKVILLE
	PIN: 02-06-400-008	UNINCORPORATED
	PIN: 02-06-200-003	UNINCORPORATED
	PIN: 02-05-100-003	UNINCORPORATED
	PIN: 02-05-100-005	UNINCORPORATED
	PIN: 02-05-400-009	CITY OF YORKVILLE
	PIN: 02-04-300-018	CITY OF YORKVILLE
PIN: 02-04-300-017	CITY OF YORKVILLE	

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

{Please see attached Section 13 – Legal Descriptions.}

EXHIBIT B

PRELIMINARY PLAN

{Please see attached Section 6 – Conceptual Site Plan.}

PROJECT CARDINAL

Section 6

Conceptual Site Plan

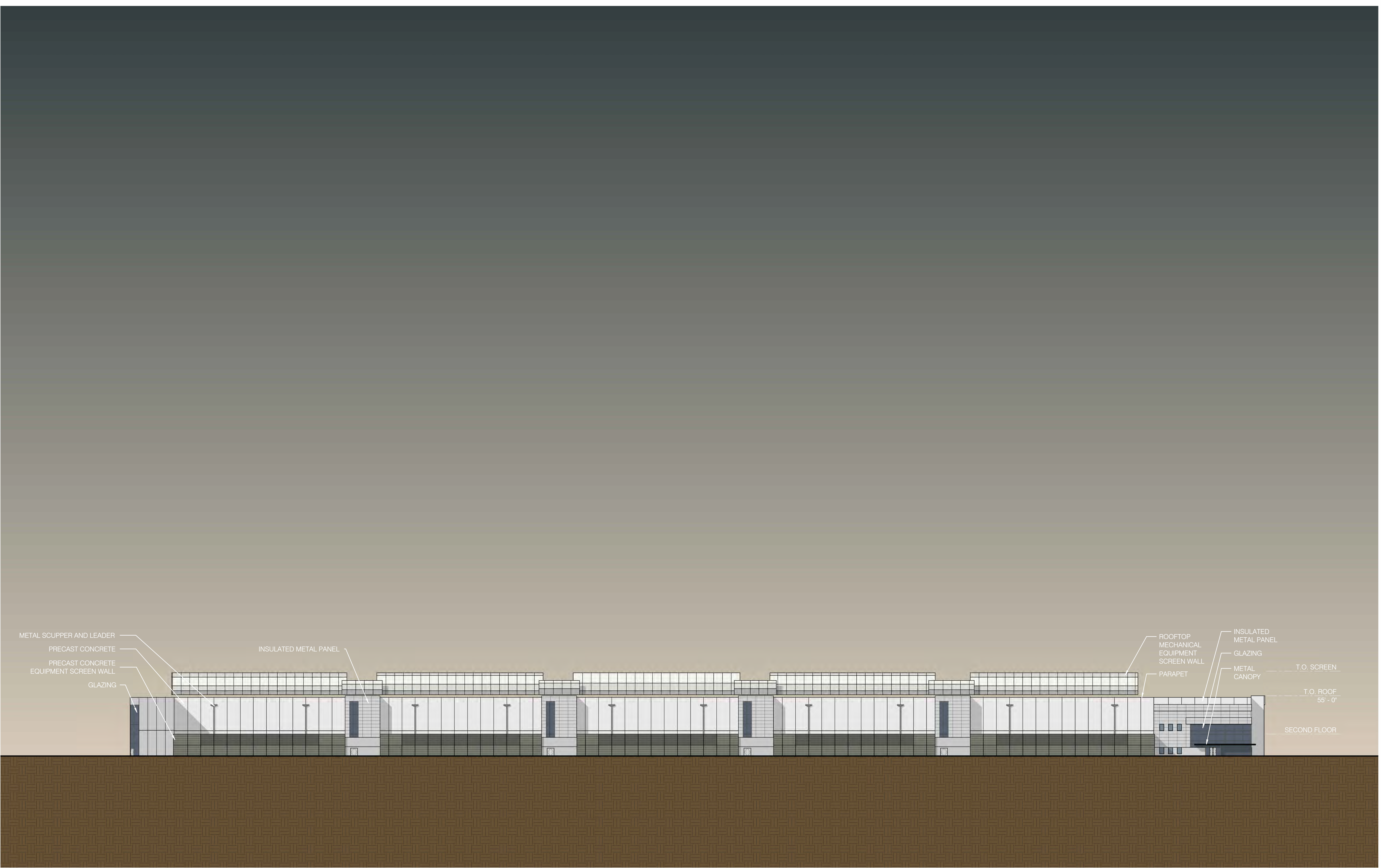


A-1

PROJECT CARDINAL

Section 7

Building Elevations

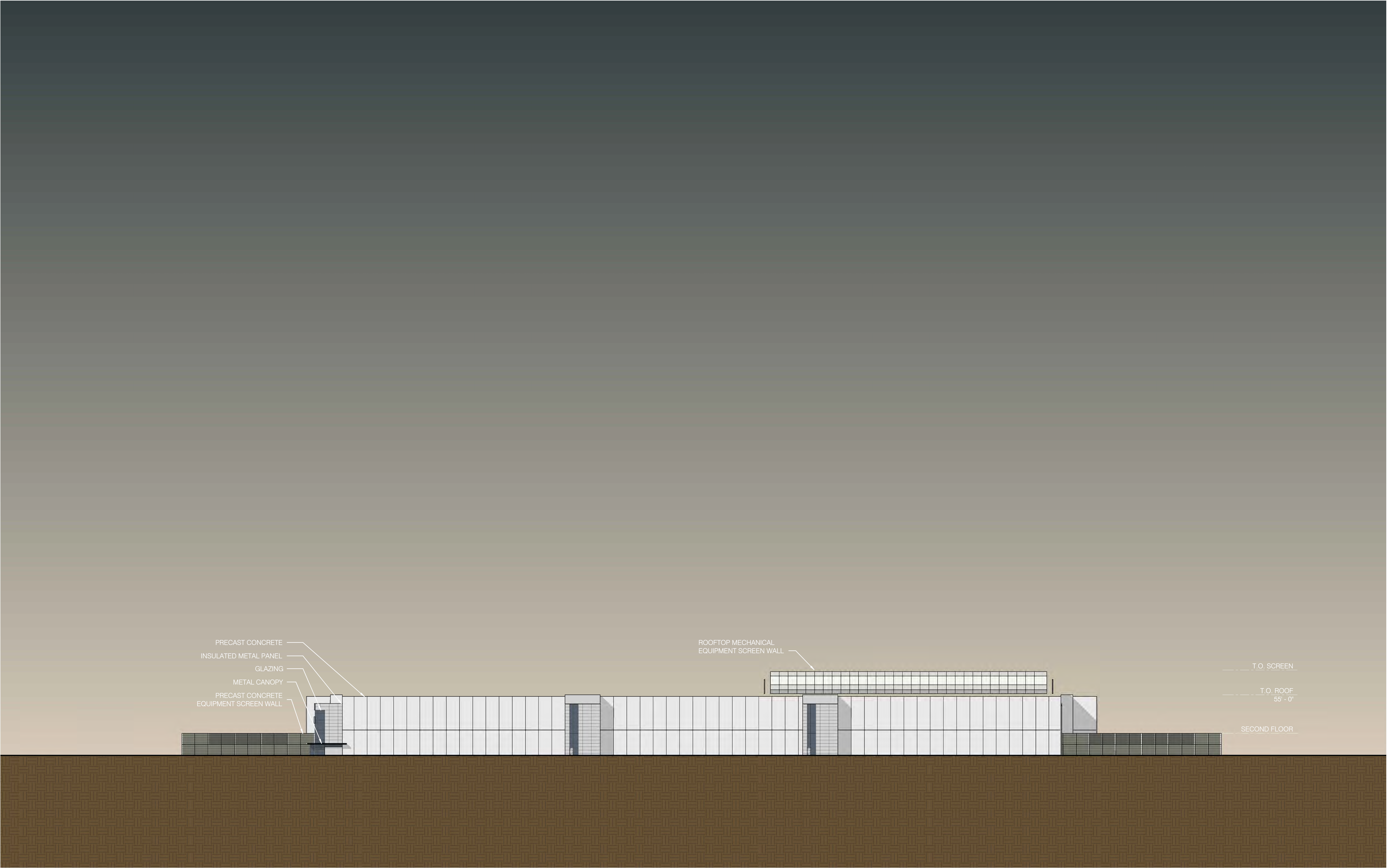


ELEVATION LEGEND


- PRECAST CONCRETE PANEL OR SIMILAR - LIGHT GREY ■ INSULATED METAL PANEL OR SIMILAR - MEDIUM GREY ■ GLAZING ■ PRECAST CONCRETE EQUIPMENT SCREEN WALL

PROJECT CARDINAL

A-2

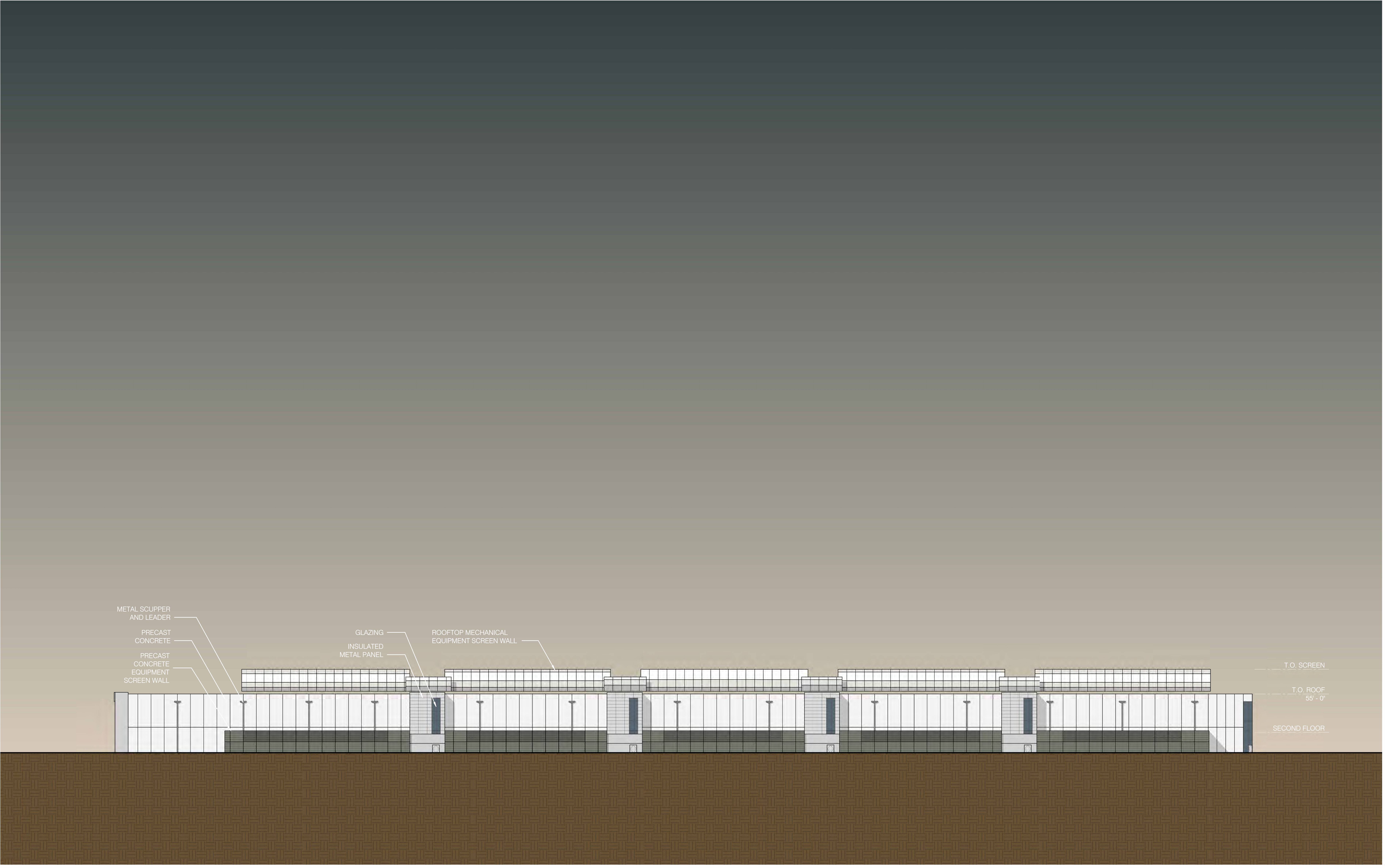


ELEVATION LEGEND

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PROJECT CARDINAL

A-3

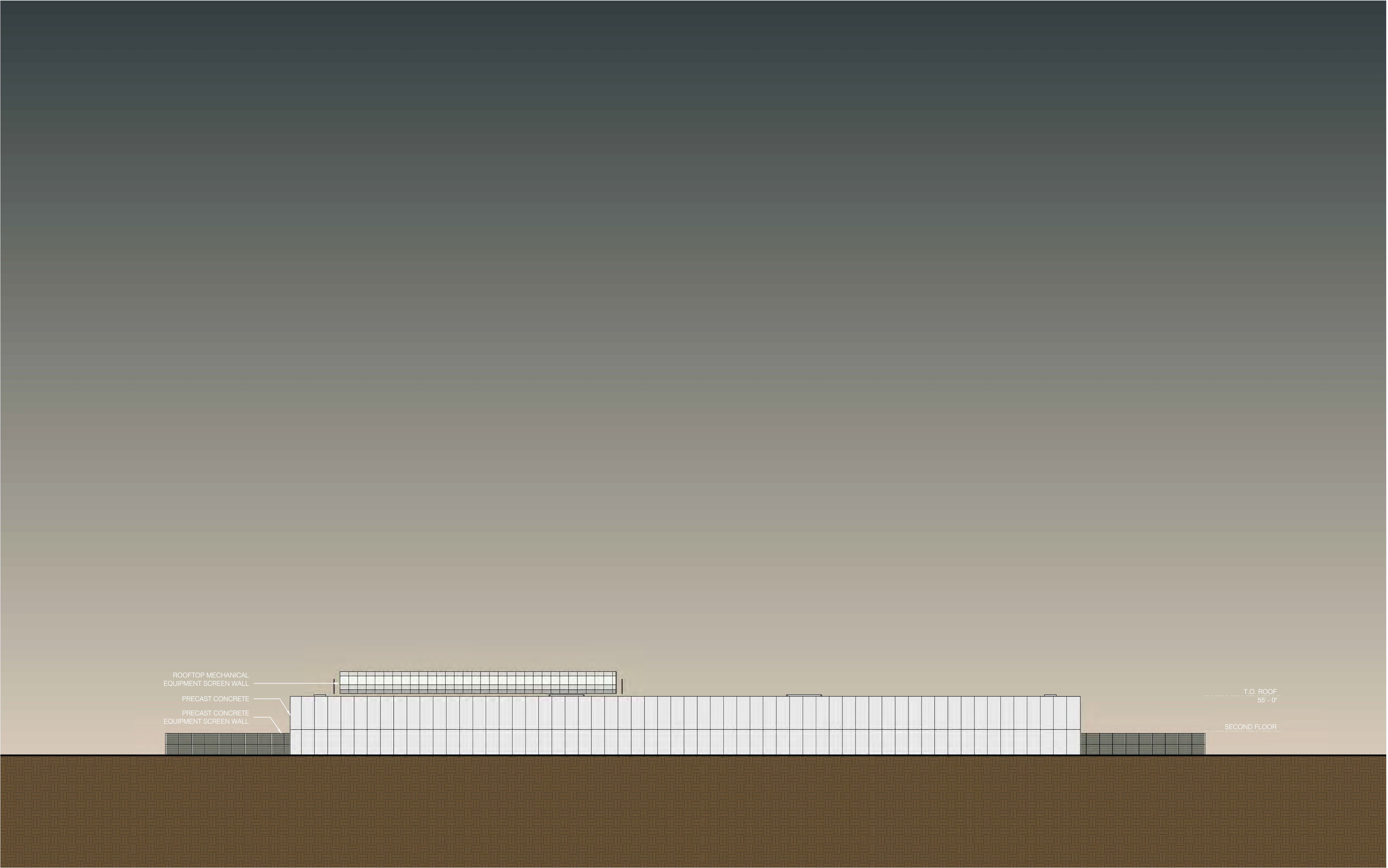


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PROJECT CARDINAL

A-4

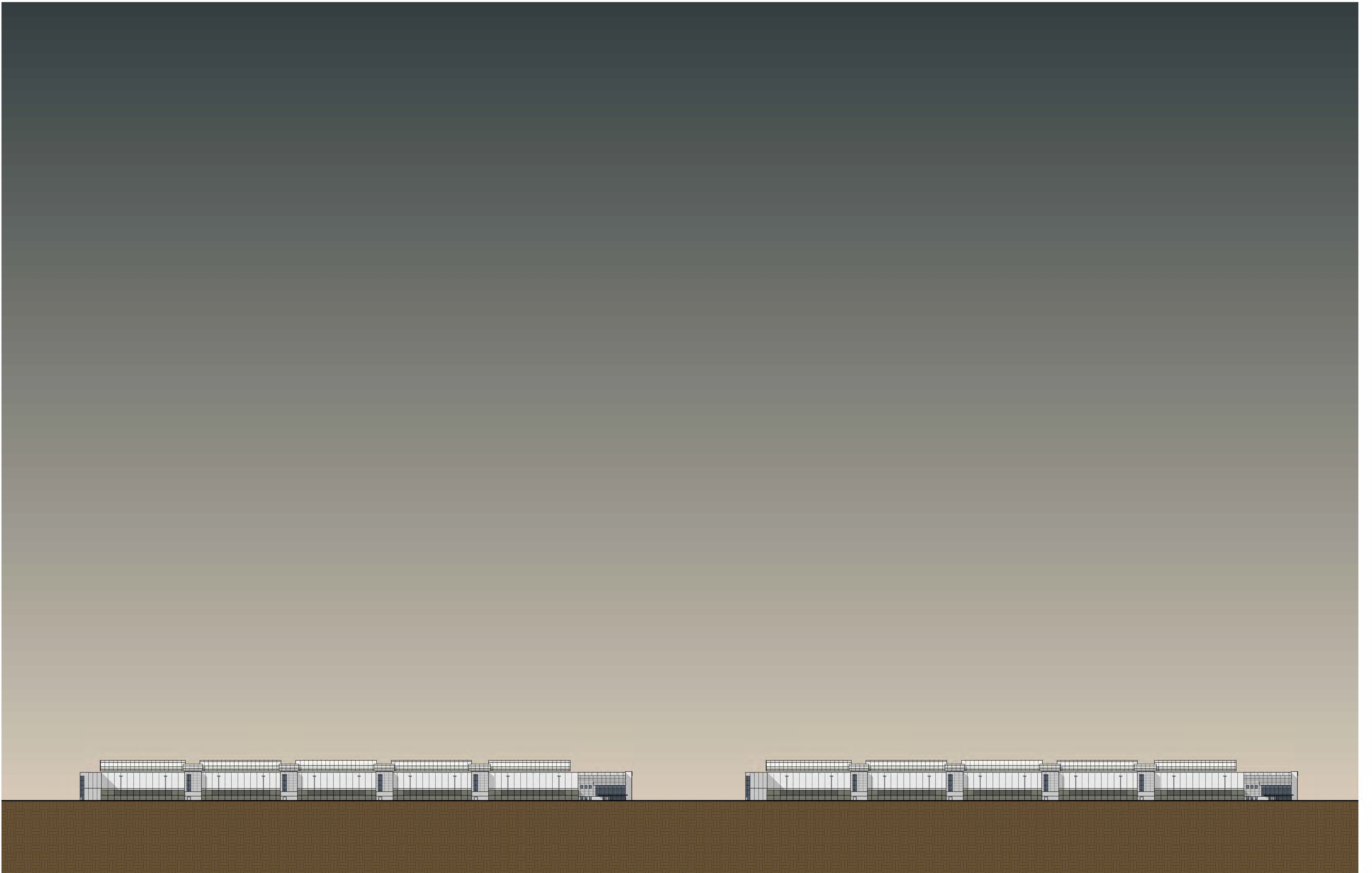


ELEVATION LEGEND

- PRECAST CONCRETE PANEL OR SIMILAR - LIGHT GREY ■ INSULATED METAL PANEL OR SIMILAR - MEDIUM GREY ■ GLAZING ■ PRECAST CONCRETE EQUIPMENT SCREEN WALL

PROJECT CARDINAL

A-5



PROJECT CARDINAL

A-6



PIONEER DEVELOPMENT

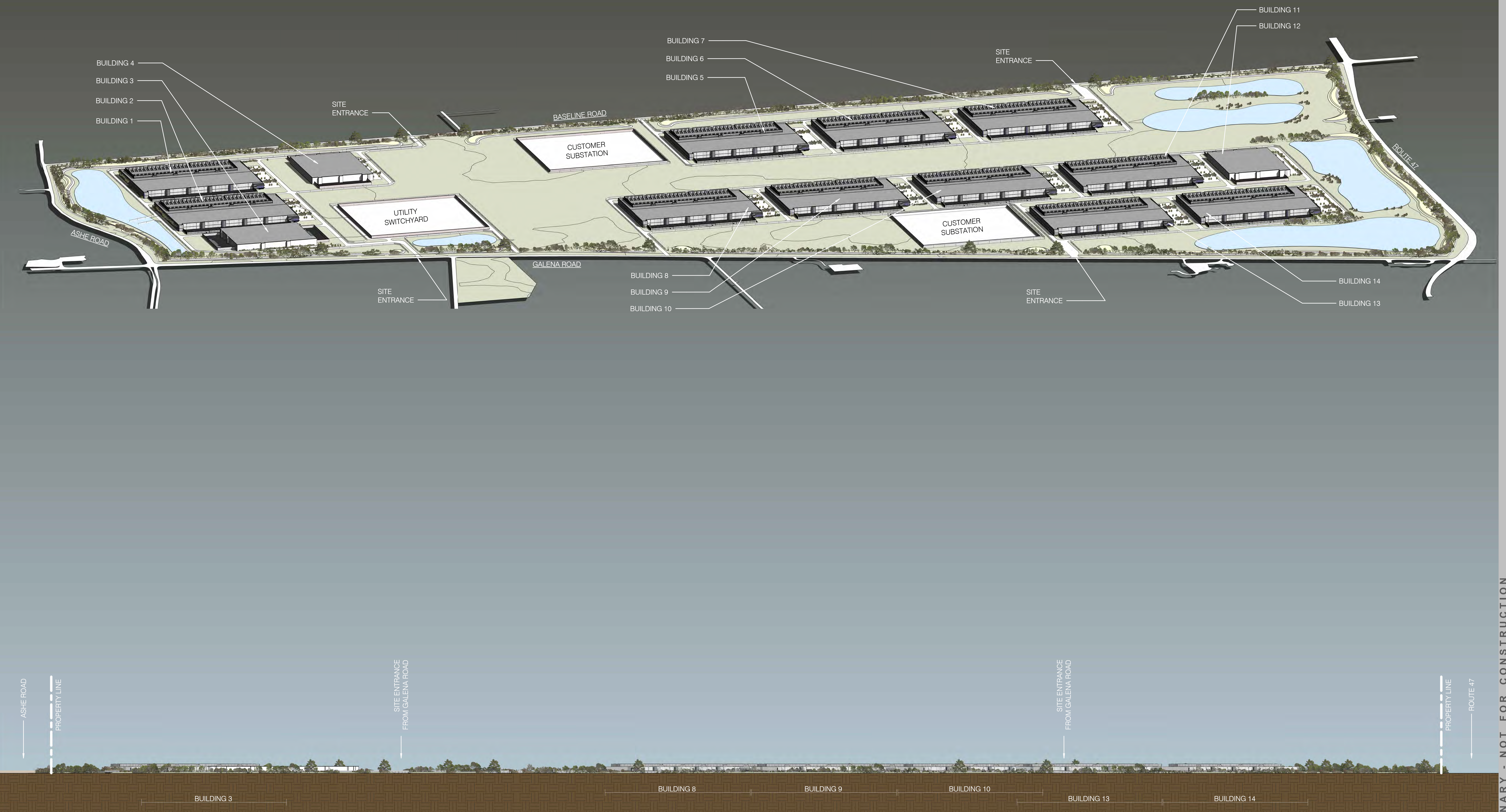
SOUTH ELEVATIONS





PROJECT CARDINAL

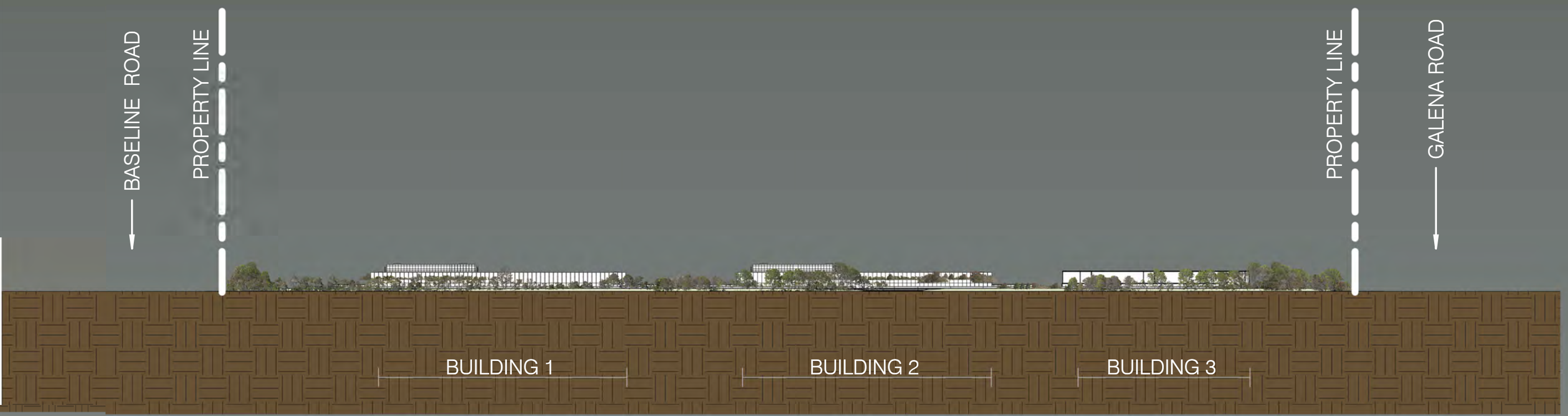
A-7



1 SOUTH SITE ELEVATION - FROM GALENA ROAD
SCALE: 1" = 300'-0"

PROJECT CARDINAL

A-8



2 WEST SITE ELEVATION - FROM ASHE ROAD
SCALE: 1" = 300'-0"



3 EAST SITE ELEVATION - FROM ROUTE 47
SCALE: 1" = 300'-0"



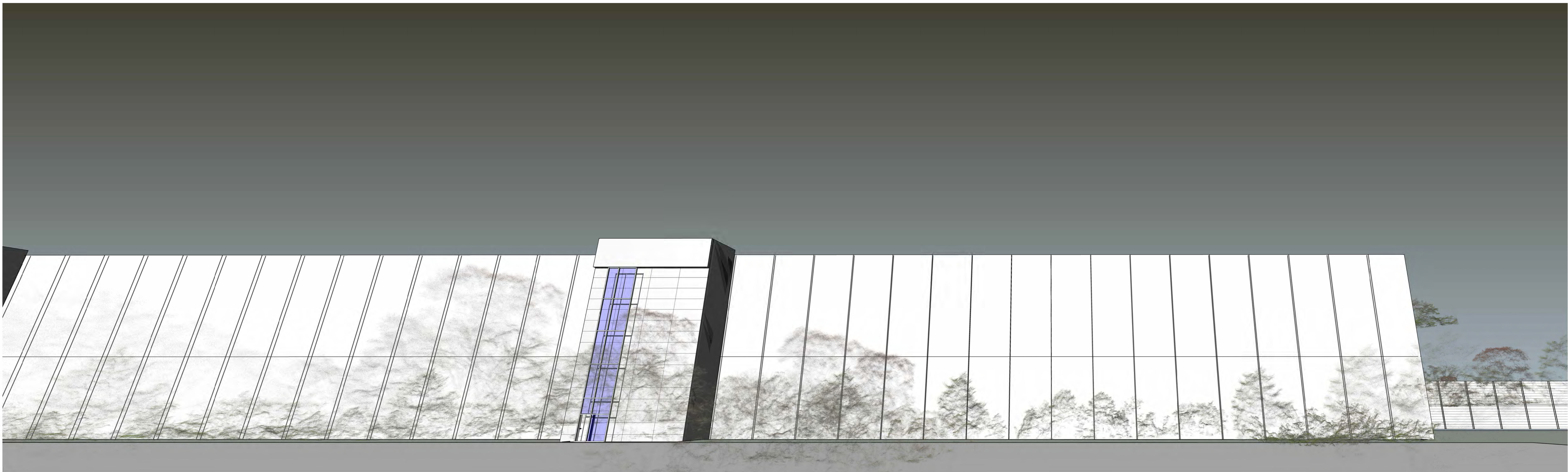
1 NORTH SITE ELEVATION - FROM BASELINE ROAD
SCALE: 1" = 300'-0"

PROJECT CARDINAL

A-9



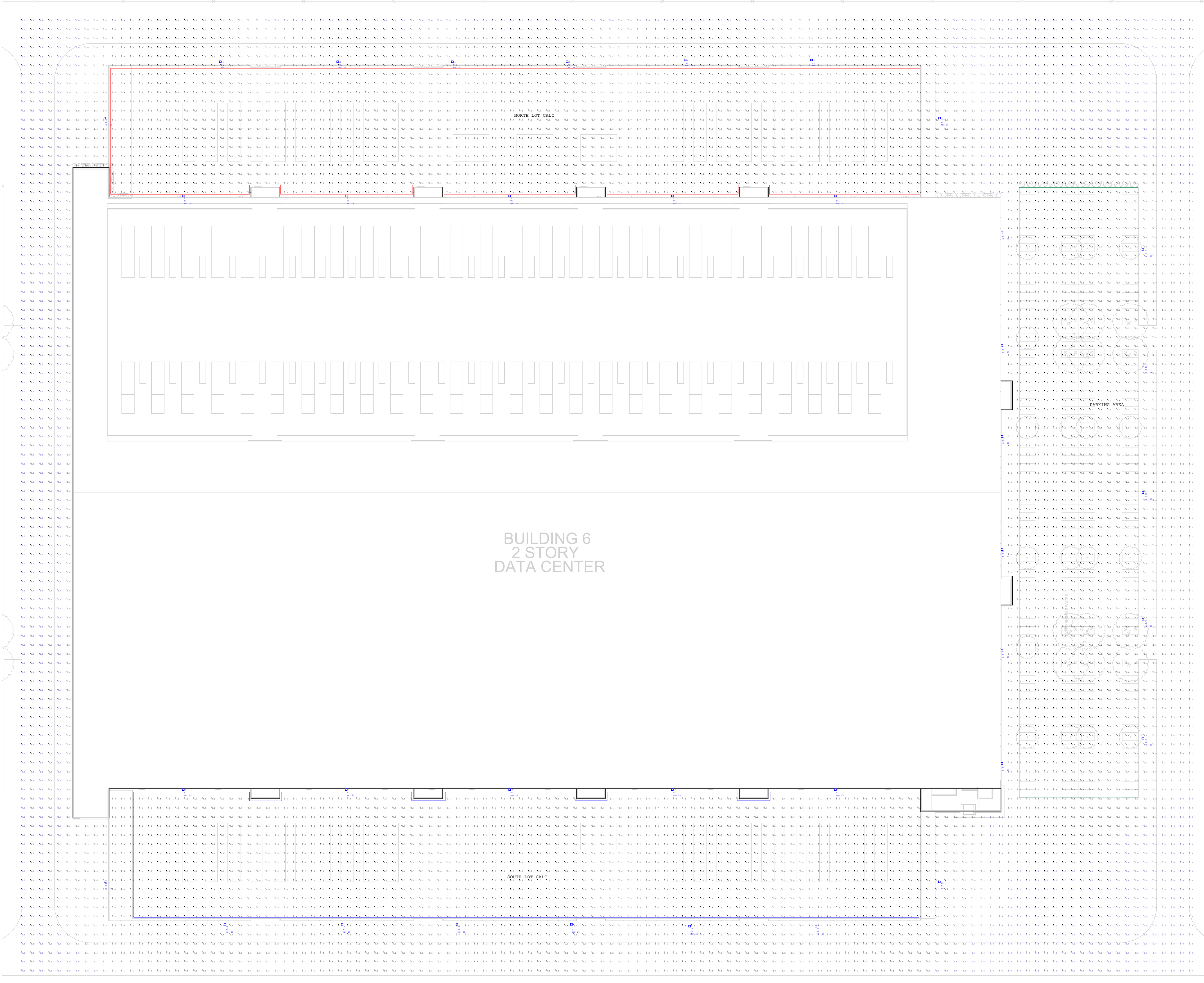
1 PERSPECTIVE: FRONT OF HOUSE CORNER
SCALE: NTS



2 PERSPECTIVE: ROOFTOP EQUIPMENT FROM PARKING LOT
SCALE: NTS

PROJECT CARDINAL

A-10



NOTES

PG-ENLIGHTEN IS NEITHER LICENSED NOR INSURED TO DETERMINE CODE COMPLIANCE. CODE COMPLIANCE REVIEW BY OTHERS.

ANY VARIANCE FROM REFLECTANCE VALUES, OBSTRUCTIONS, LIGHT LOSS FACTORS OR DIMENSIONAL DATA WILL AFFECT THE ACTUAL LIGHT LEVELS OBTAINED.

THIS ANALYSIS IS A MATHEMATICAL MODEL AND CAN BE ONLY AS ACCURATE AS IS PERMITTED BY THE THIRD-PARTY SOFTWARE AND THE IES STANDARDS USED.

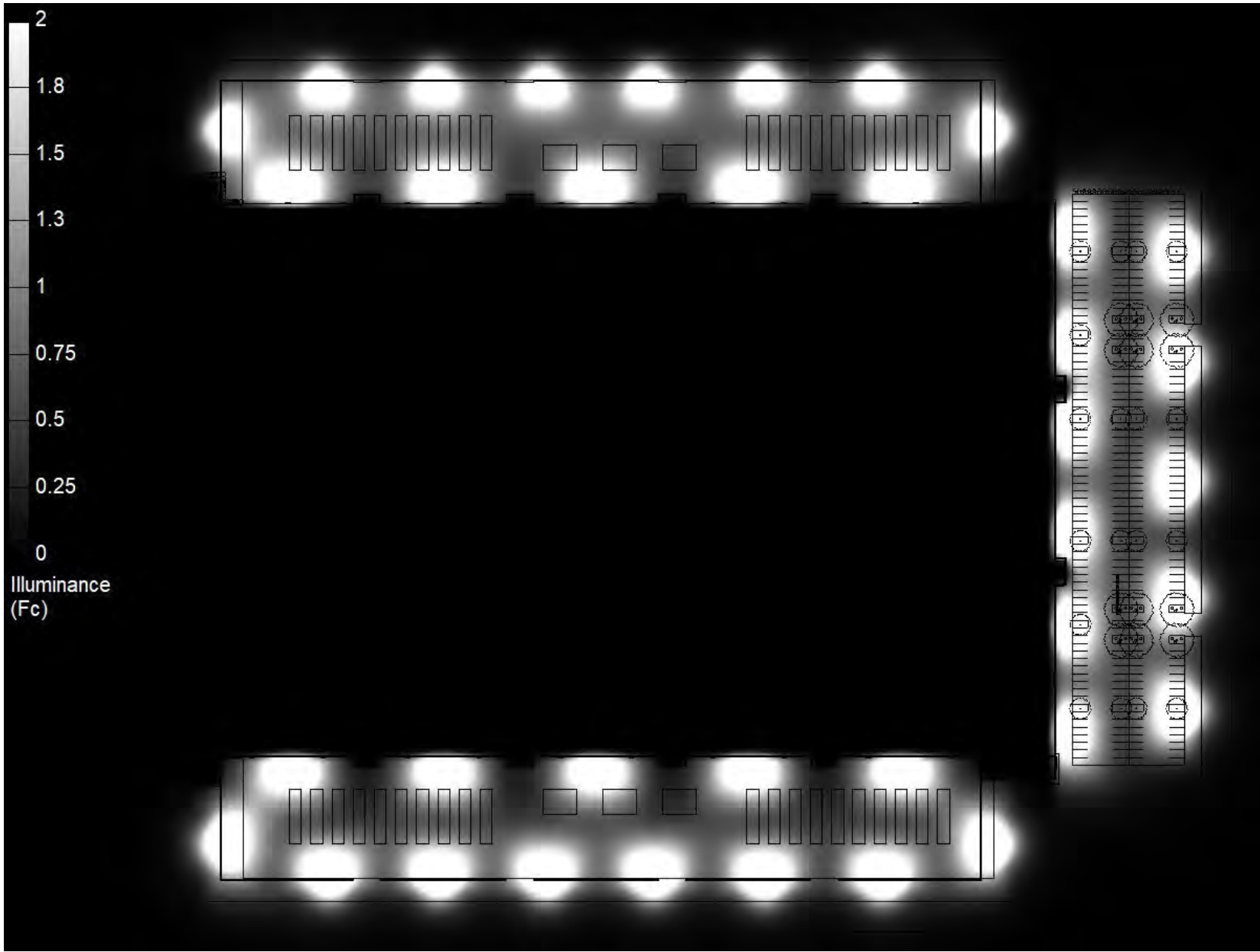
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CALCULATION GRID VALUES 10'-0" O.C.

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Max/Min	Avg/Min	
FULL AREA_FULL AREA	Illuminance	Fc	0.96	7.4	0.0	N.A.	N.A.	
NORTH LOT CALC	Illuminance	Fc	1.43	7.4	0.4	18.50	3.58	
PARKING AREA	Illuminance	Fc	1.38	6.2	0.3	20.67	4.60	
SOUTH LOT CALC	Illuminance	Fc	1.40	6.8	0.1	68.00	14.00	

Luminaire Schedule - Part numbers are provided by the manufacturer and are only intended to be used as a reference to output and optics used.								
Symbol	Qty	Tag	Manufacturer	Description	Arrangement	Luminaire Lumens	Luminaire Watts	LLF
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	16	W1	Industrial Lighting Products Inc	VAM-21L-U-40-T4-[PMB;SLPF]	Single	23204	194.57	0.900



Luminaire Location Summary		
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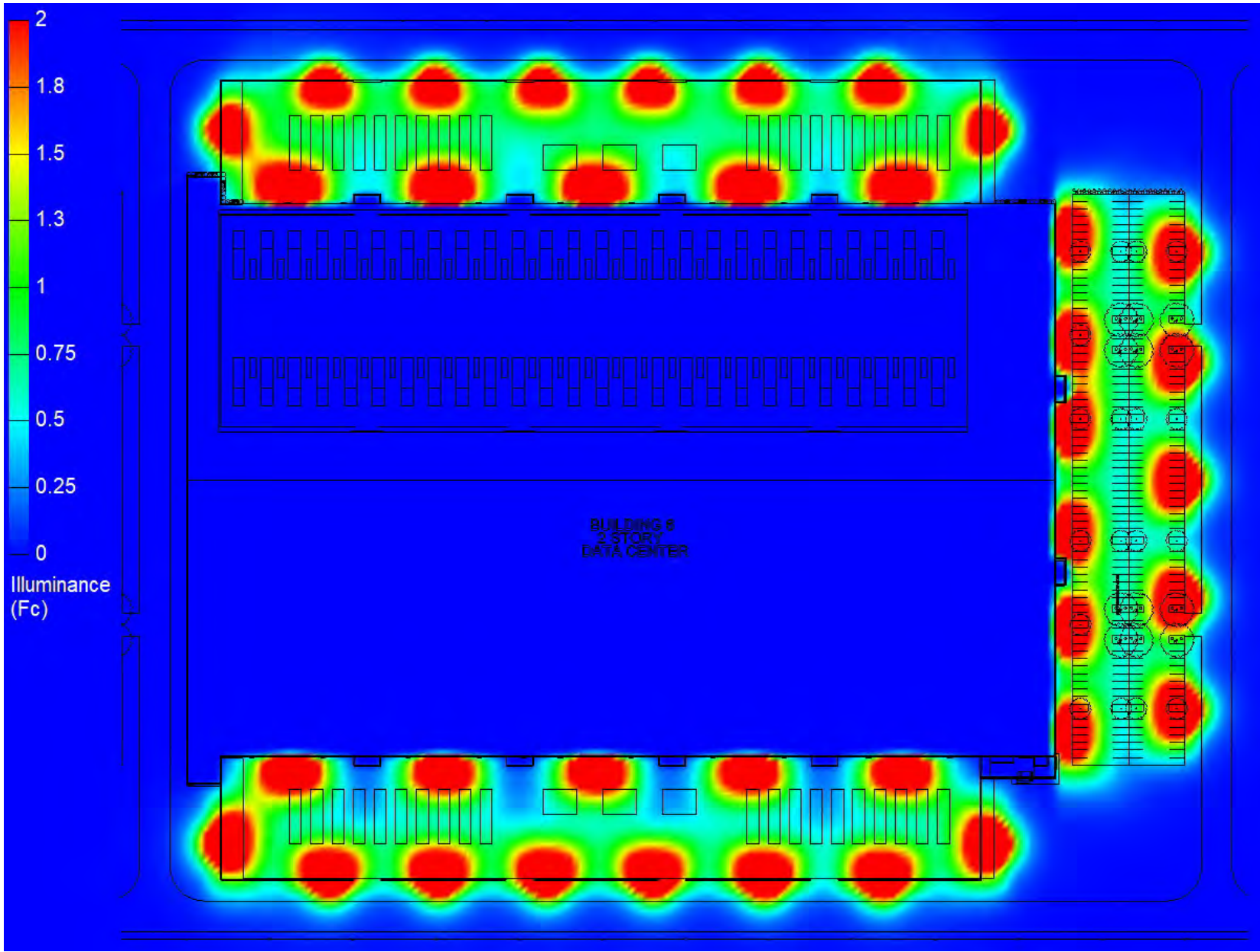
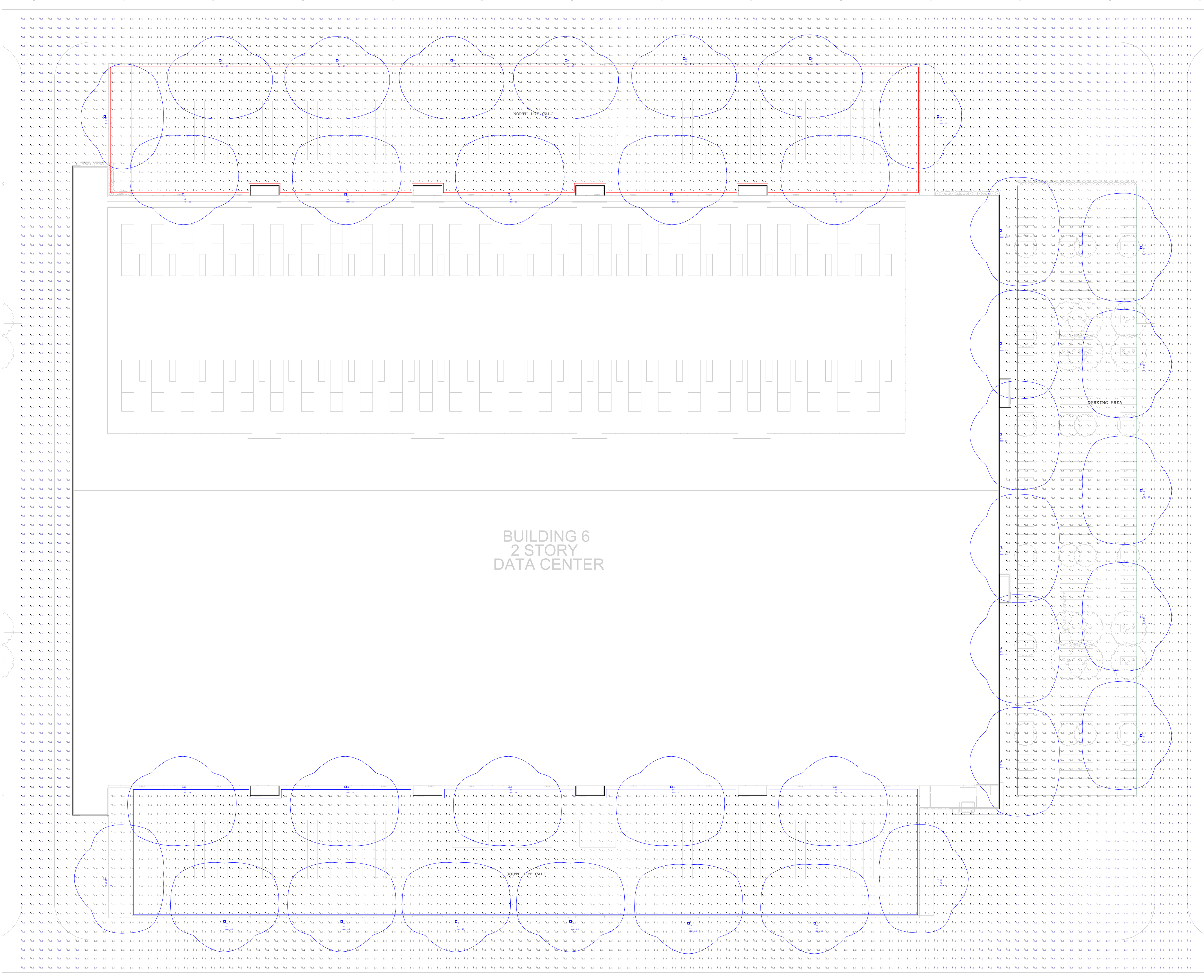
DATA CENTER - PROJECT CARDINAL SITE

CLIENT NAME:
Margulies Hoelzli Architecture

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Lisa Bernacchi
lisa.bernacchi@pg-enlighten.com
708.205.6152

DRAWN BY:
Josh Burge
josh.burge@pg-enlighten.com
847.228.1199





Luminaire Location Summary		
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847.228.1199

PG CONTACT:
Lisa Bernacchi
lisa.bernacchi@pg-enlighten.com
708.205.6152

	DESCRIPTION	DESCRIPTION	DESCRIPTION
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3	XX/XX/XXXX	XX/XX/XXXX	XX/XX/XXXX
REVISIONS			

PROJECT NAME:

DATA CENTER - PROJECT CARDINAL SITE

CLIENT NAME:
Margulies Hoelzli Architecture

PROJECT CARDINAL

Section 8

Landscape Plan



1. LOCATION: ALL OFF-STREET PARKING AREAS WHICH ABUT A PUBLIC OR PRIVATE RIGHT-OF-WAY, EXCLUDING ALLEYS, SHALL INCLUDE LANDSCAPE AND TREES AS REQUIRED BY THIS SECTION LOCATED BETWEEN THE BACK OF CURB OF THE OFF-STREET PARKING AREA AND THE RIGHT-OF-WAY.

2. RIMETER LANDSCAPE SHALL BE ESTABLISHED ALONG THE EDGE OF THE OFF-STREET PARKING AREA AND HAVE A MINIMUM WIDTH OF SEVEN (7) FEET AS MEASURED FROM THE BACK OF CURB OF THE OFF-STREET PARKING AREA, TO ACCOMMODATE VEHICLE BUMPER OVERHANG AND ENSURE PLANTING AREAS THAT ARE ADEQUATE IN SIZE.

A. ONE (1) SHRUB OR NATIVE GRASSES SHALL BE PLANTED FOR EVERY THREE (3) FEET OF LANDSCAPE AREA LENGTH.

B. LANDSCAPED AREAS OUTSIDE OF SHRUBS/NATIVE GRASSES AND TREE MASSES SHALL BE PLANTED IN FINISHED GROUND COVER INCLUDING MULCH OR STONEWORK.

keyplan



**BURNS
MCDONNELL®**

date	03/13/25
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CONFIDENTIAL

project	Project Name
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sheet title
ENLARGED ENTRY PLANS DC1-DC2 MARK-UPS

sheet number	NA2
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PROJECT CARDINAL

Section 9

Traffic Impact Analysis

Methodology Memorandum

Project Understanding

The proposed industrial development is in the City of Yorkville and District 3 of the Illinois Department of Transportation. The site is generally located south of Baseline Road, North of Galena Road, east of Elda main Road, and west of IL 47. The project site is adjacent to both City and State maintained roadways which will require coordination with both interties.

The purposes of the Traffic Impact Analysis (TIA) are to evaluate proposed traffic conditions under build and no-build conditions as it pertains to the proposed development. The TIA will be developed in accordance with the TIA Guidelines contained within the Yorkville, IL Unified Development Ordinance. The proposed scope of services will be performed for normal operating time periods and peak operating time periods.

Scope of Services

The following sections detail the proposed scope of work. The following guidelines will be followed in the preparation of the traffic impact analysis:

- Highway Capacity Manual, 7th Edition
- Institute of Transportation Engineers Trip Generation Manual, 11th Edition
- Yorkville, IL Unified Development Ordinance Traffic Study Guidelines
- IDOT Bureau of Design and Environmental Manual

Project Information

The proposed project site consists of approximately 1,000 acres of Data Center and supporting utility land uses. Two sizes of Data Center buildings are planned for the proposed development, consisting of fourteen (14) total buildings. These include:

- Eleven (11) Data Centers at approximately 1,361,200 SF each
- Three (3) Data Centers at approximately 780,000 SF each

The proposed project site location in relation to Yorkville, IL and Montgomery, IL is shown in Figure 1. A Preliminary Site Plan is shown in Figure 2, depicting general footprint and proposed access locations for the development.



Figure 1: Project Site Location

Definition of the Study Area

The proposed project site is abutted by three IDOT classified roadways and one locally classified roadway, including:

- Hwy 47 – Classified as a Other Principal Arterial by IDOT
- Galena Road – Classified as a Minor Arterial by IDOT
- Ashe Road – Classified as a Minor Arterial by IDOT
- Baseline Road – Classified as a Local Street by IDOT

Figure 3 depicts the surrounding roadways as classified by IDOT.



Figure 3: IDOT Roadway Classifications

Additionally, abutting roadways to the project site are maintained by the following agencies, according to the IDOT Roadway Jurisdiction Map:

- Hwy 47 – Maintained by IDOT
- Galena Road – Maintained by Kendall County
- Ashe Road – Maintained by Kendall County
- Baseline Road – Maintained by Yorkville, IL

Traffic Data Collection

Traffic data collection will be performed for the periods from 7:00 AM-9:00 AM and 4:00 PM-6:00 PM at the following locations:

- Study Int #1 – Eldamain Road at Baseline Road
- Study Int #2 – IL 47 at Baseline Road
- Study Int #3 – IL 47 at Galena Road
- Study Int #4 – Eldamain Road at Galena Road

Trip Generation Data

Trips generated by the proposed development were calculated based upon the intended land use and density. Generated trips were calculated per Institute of Transportation Engineers (ITE) trip generation methodologies utilizing the current *ITE Trip Generation Manual, 11th Edition*. For the purposes of this assessment, Land Use Code 160 – Data Center was referenced. Table 1 summarizes resulting trip generation projections for the proposed development considering each building's respective size and quantity.

Table 1: ITE Trip Generation Calculations

Development		Units	AM Hour			PM Hour		
Number of Buildings	KSF	Daily*	Total*	In*	Out*	Total*	In**	Out**
11	1,361.2	1,348	171	94	77	144	43	101
3	780	772	96	53	43	80	24	56
Total		17,144	2,169	1,193	976	1,824	545	1,279

Note: Trip Generation Calculations Presented per Building

* Average Rate - Referenced Average Rate Equation based on few numbers of studies and less than 0.75 R²

- Weekday: Trips = 0.99 x (Units)
- Weekday, AM Peak Hour of Adjacent Street: Trips = 0.11 x (Units)
- Weekday, PM Peak Hour of Adjacent Street: Trips = 0.09 x (Units)

** Fitted Curve – Referenced Fitted Curve Equation based on an R² greater than 0.75

- Weekday, AM Peak Hour of Adjacent Street: Trips = 0.13 x (Units) – 5.63
- Weekday, PM Peak Hour of Adjacent Street: Trips = 0.11 x (Units) – 5.65

Trip Distribution Assumptions

Trip distribution for the Traffic Study will be approached through review of historical traffic volumes and collected intersection turning movement counts and based on the weighting of traffic demand from currently serviced volumes. Figure 4 depicts the most recent average daily traffic volume data available on IDOT's online data portal.

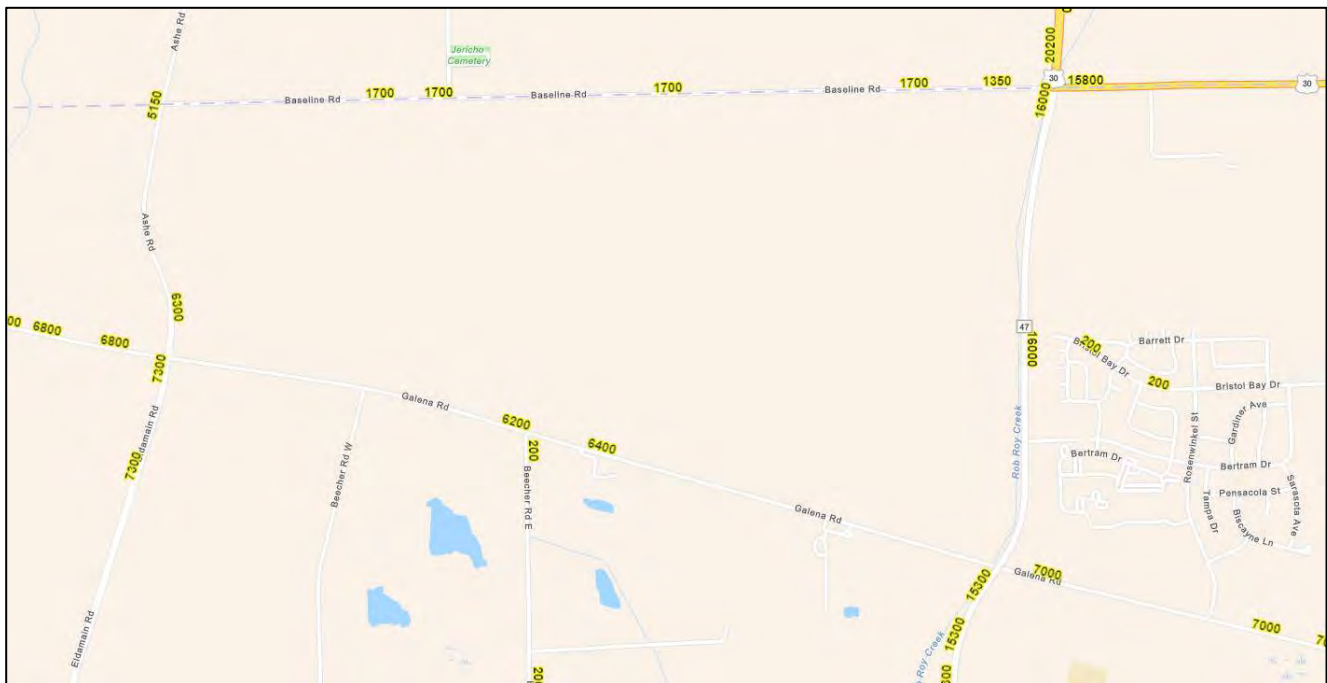


Figure 4: IDOT Average Annual Daily Traffic Volume [Accessed March 13th, 2025]

Background Growth Rate Determination

Future background traffic volume growth is anticipated to be based on correspondence with the Chicago Metropolitan Agency for Planning (CMAP). Following the Traffic Study Scoping Meeting, a request for CMAP growth rates will be prepared. No other area developments are known at this time. Potential area developments that could impact the study area will be requested during the Traffic Study Scoping Meeting.

Intersection Capacity Analysis

Intersection capacity analysis will be performed to *Highway Capacity Manual* methodologies using TrafficWare Synchro version 12. Analysis output files will be provided within the appendix of the report. A target LOS of D or better will be referenced for the purpose of considering traffic mitigation strategies.

As part of the Traffic Study Scoping meeting, existing traffic signal timing sheets within the study area will be requested. In the event that traffic signal timings are not made available, the project team will reference the collected video-based traffic counts to observe typical existing traffic signal cycle-lengths and optimize software traffic signal timings to the phasing splits.

Traffic Analysis Development

The Traffic Study will be prepared according to the following outline:

- I. Introduction**
- II. Project Conditions**
 - a. Land Uses
 - b. Roadway System
 - c. Traffic volumes
 - d. Proposed Development
 - i. Land Use Development
 - ii. Roadway Development
- III. Traffic Forecasts**
 - a. Project Traffic Volumes
 - i. Trip Generation
 - ii. Trip Distribution and Assignment
 - b. Background Traffic Volumes
 - c. Future Traffic Volumes
- IV. Traffic Analysis**
 - a. Auxiliary Lane Analysis
 - b. Traffic Signal Warrant Analysis (if necessary)
 - c. Capacity Analysis
 - i. Existing Scenario
 - ii. Background Scenario
 - iii. Future with Project Scenario
 - iv. Potential Mitigation Scenario
 - d. Queue Length Analysis
 - e. Site Circulation
 - f. Proposed Lane Configuration
- V. Conclusions**



PROJECT CARDINAL

Section 10

Stormwater Calculations



Preliminary Drainage Memo

Project Cardinal

PROJECT NO. 182671

REVISION A

MARCH 14, 2025



Overview

The Subject Property is approximately 1,037 acres located in Yorkville, Kendall County, Illinois. The site boundaries are Baseline Road to the north, Galena Road to the south, Ashe Road to the west, and State Route 47 to the east. The proposed development is currently planned to include fourteen (14) data centers, two (2) owner substations, and one (1) ComEd switchyard. The result of these improvements is anticipated to add approximately 663 acres of impervious area.

The existing site is primarily undeveloped and agricultural use. There are approximately six (6) acres near the northeast that are utilized for single family residential and a cell tower. The eastern portion of the site appears to drain east to Rob Roy Creek, while the northwestern portion drains west past Ashe Road and the southwestern / south central portion past Galena Road.

The FEMA Flood Insurance Rate Map (FIRM) for the Subject Property shows that there are no floodplains within the site. The National Wetlands Inventory (NWI) shows a Riverine along the eastern boundary of the site (Rob Roy Creek). According to NRCS Web Soil Survey, the Subject Property is composed of several soil types. These various hydrologic soil groups determine the potential for stormwater runoff. Approximately 27.3% of the site is class C/D, 42.8% class C, and 29.9% class B/D, all of which have moderate to high runoff potential. Maps representing these findings are provided in Appendix D, E, and F.

Drainage Narrative

The site must follow the regulations set in the Kendall County Stormwater Management Ordinance and the stormwater specifications set in the City of Yorkville Unified Development Ordinance. These regulations require stormwater runoff to be limited to 0.15 cfs/acre in the 100-year storm event, 0.08 cfs/acre in the 25-year storm event, and 0.04 cfs/acre in the 2-year storm event. Additionally, stormwater must be discharged with less flow and in the same locations as prior to development.

To meet the County and City requirements for the release rate, the site will be limited to 155.55 cfs in the 100-year event, 82.96 cfs in the 25-year event, and 41.48 cfs in the 2-year event.

The proposed drainage plan will consist of multiple inter-connected open channels that tie into stormwater basins. The ComEd utility switchyard will also have a dedicated stormwater basin. The ponds will then be discharged to existing culverts along the western and southern boundaries, and to Rob Roy Creek to the east. Final building layouts and stormwater pond sizing are subject to change, but all ponds will be discharged at a rate in accordance with the County and City requirements noted above.

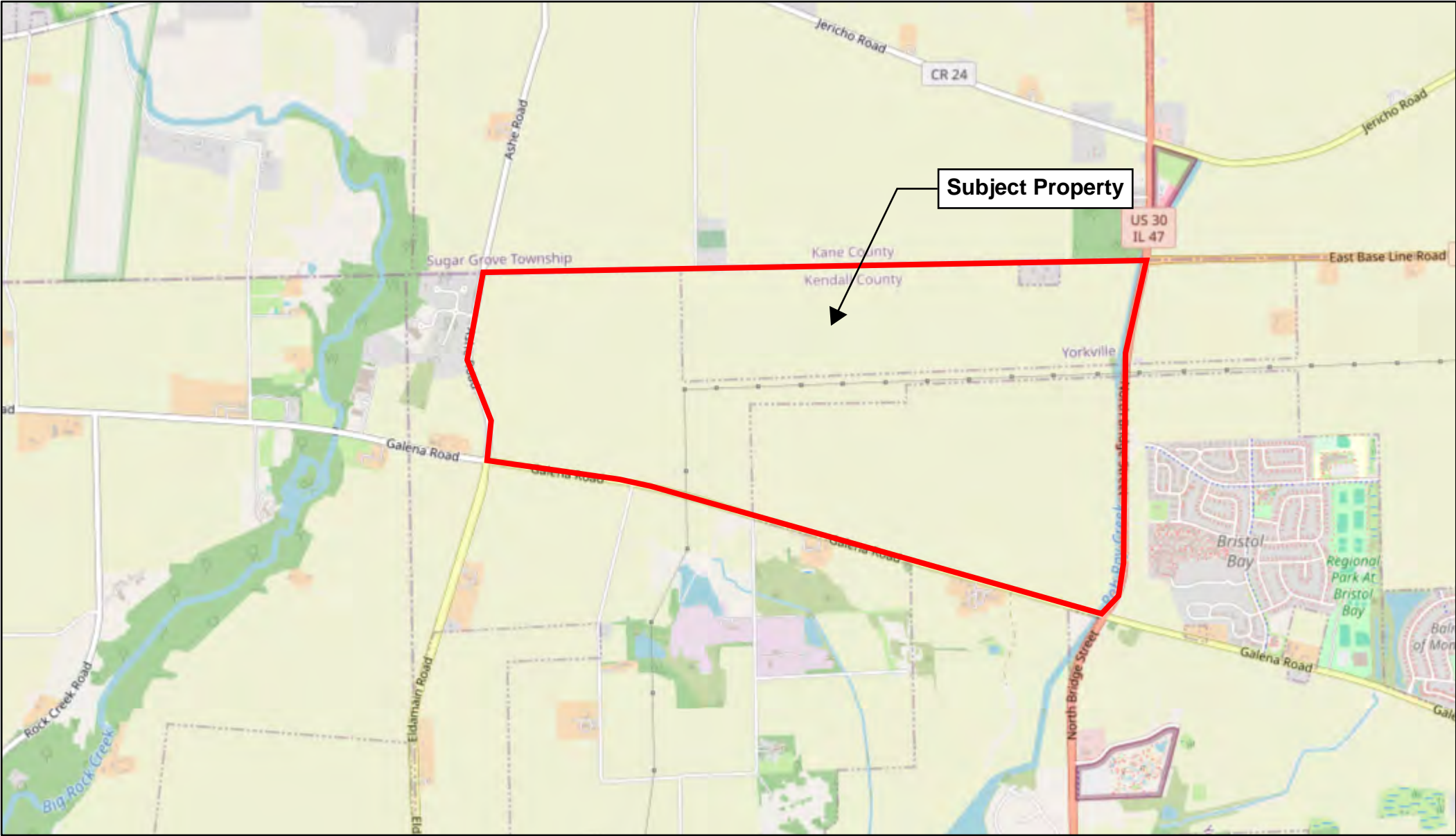
Conclusion

It is our opinion that the proposed stormwater management design is compliant with the Kendall County and City of Yorkville stormwater regulations. The proposed drainage channels and stormwater basins for the data centers, substations, and utility switchyard will provide sufficient storage and meet required discharge rates in the proposed condition.

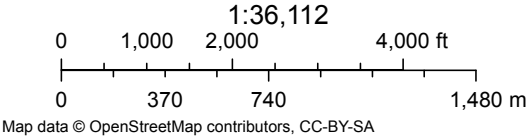


Appendix A – Project Location Map

The National Map Advanced Viewer

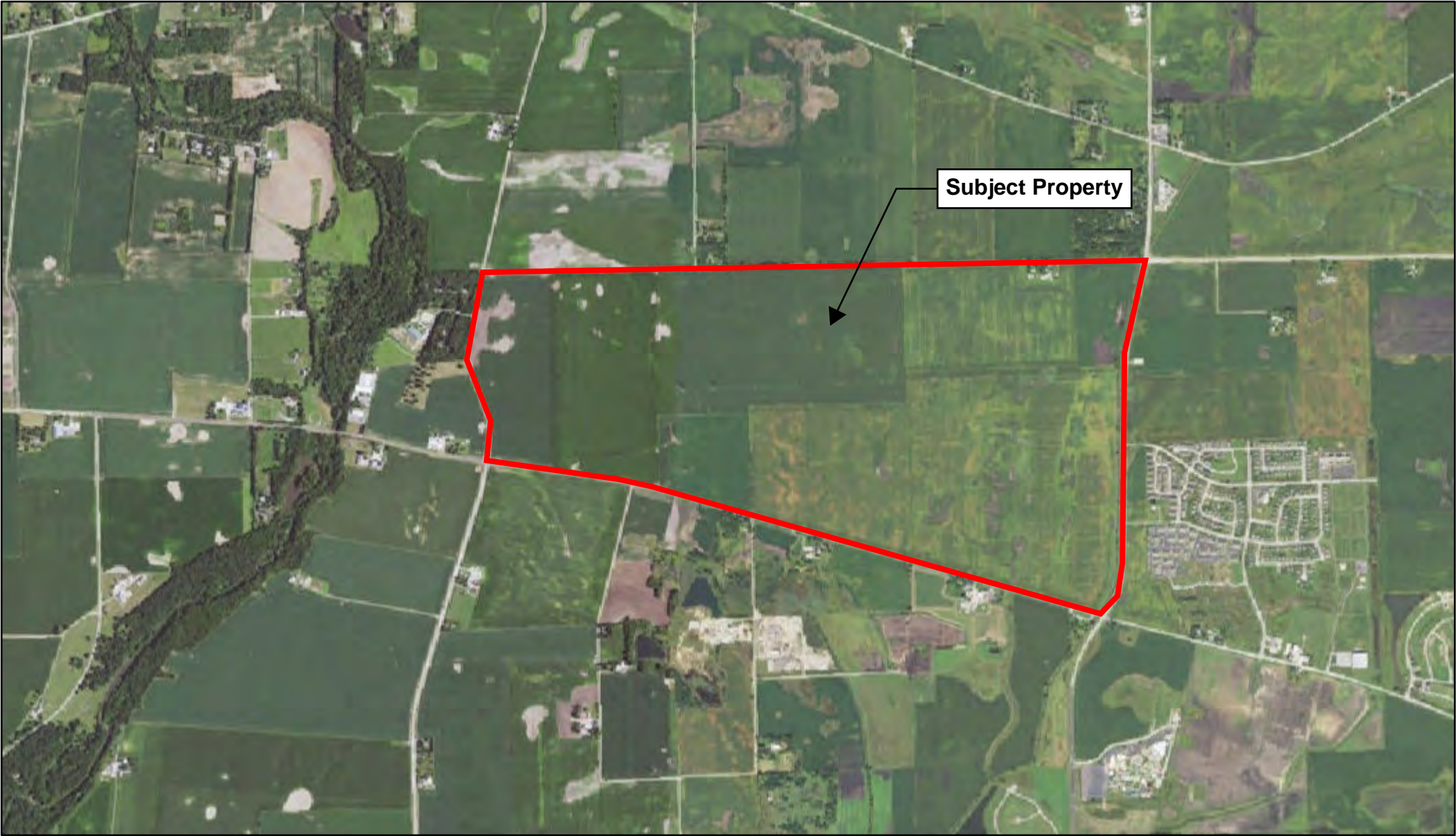


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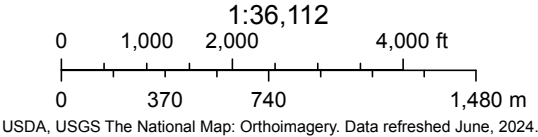


Appendix B – Aerial Map

The National Map Advanced Viewer

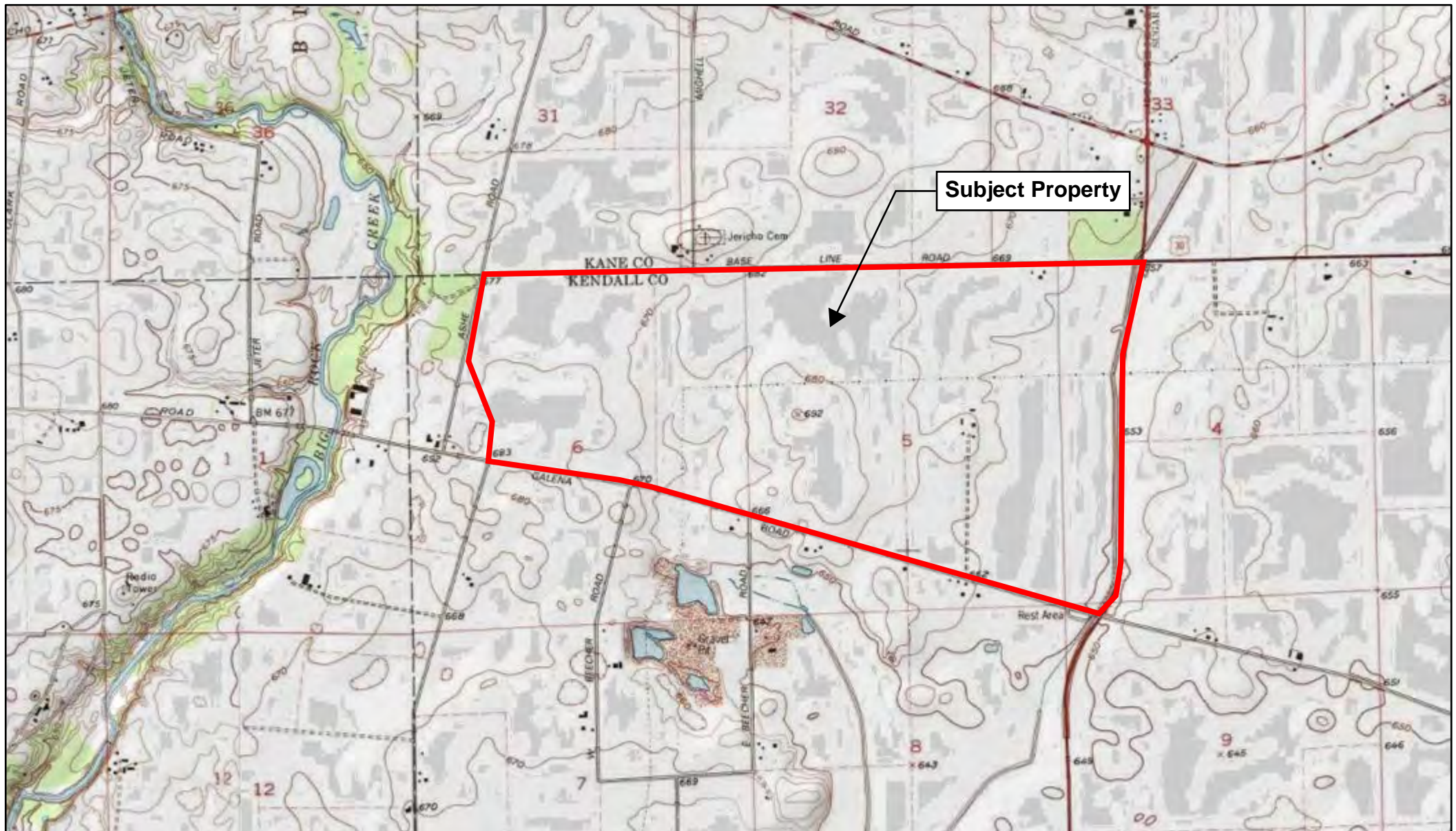


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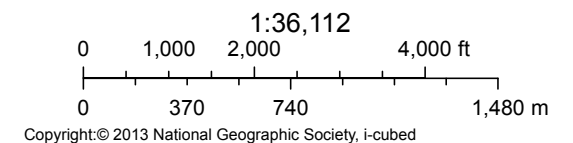


Appendix C – USGS Topographic Map

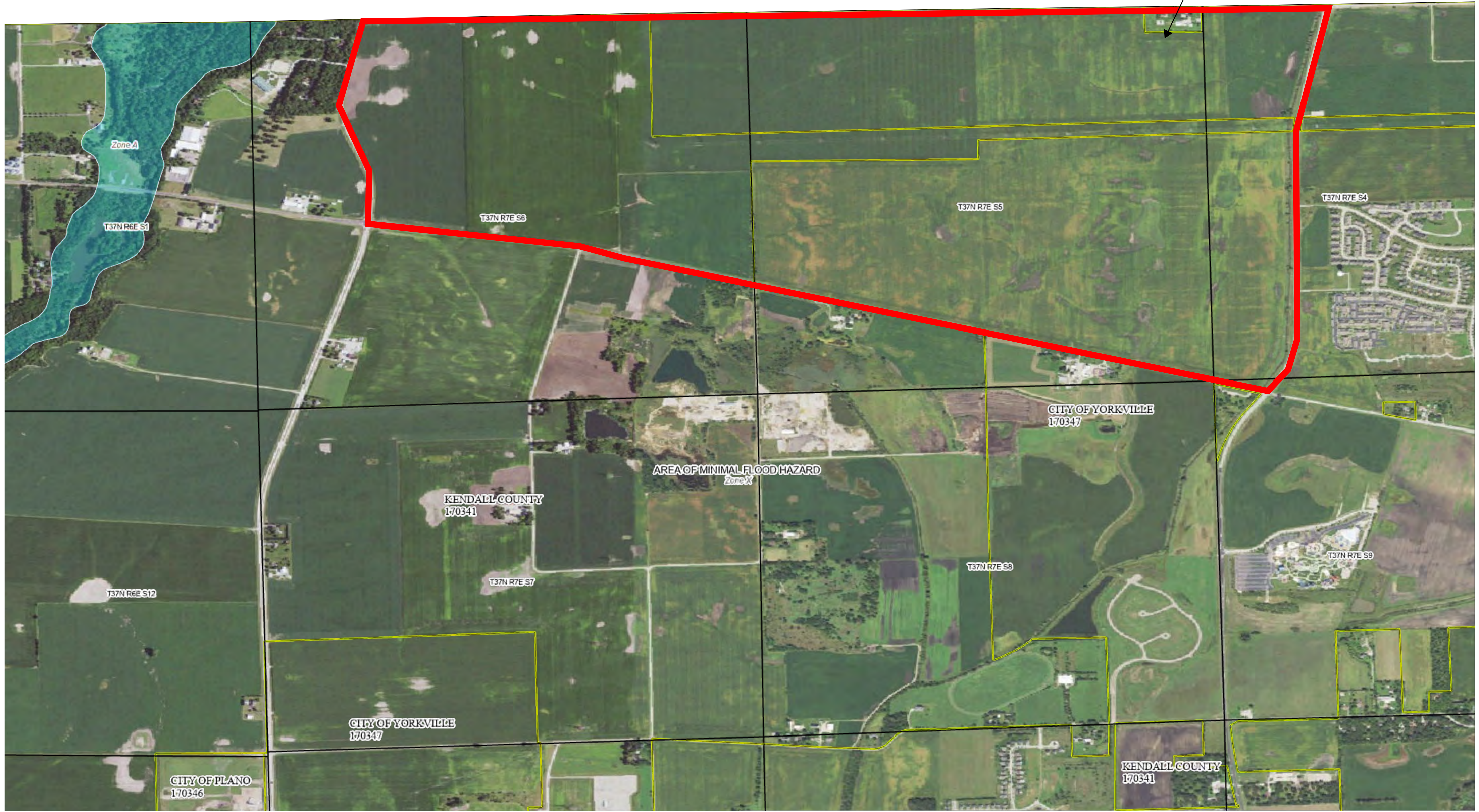
The National Map Advanced Viewer



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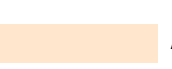
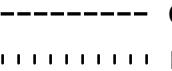
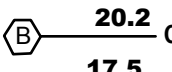
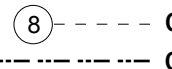








Appendix D – FEMA Flood Insurance Rate Map



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP
FOR DRAFT FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE)
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee See Notes Zone X
OTHER AREAS		Area with Flood Risk due to Levee Zone D
		NO SCREEN Area of Minimal Flood Hazard Zone X
GENERAL STRUCTURES		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
OTHER FEATURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance
		Water Surface Elevation
		Coastal Transect
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Map Information eXchange at 1-877-FEMA-MAP (1-877-336-6627) or visit the FEMA Flood Map Service Center website at <https://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates, refer to the Flood Insurance Study Report for this jurisdiction.

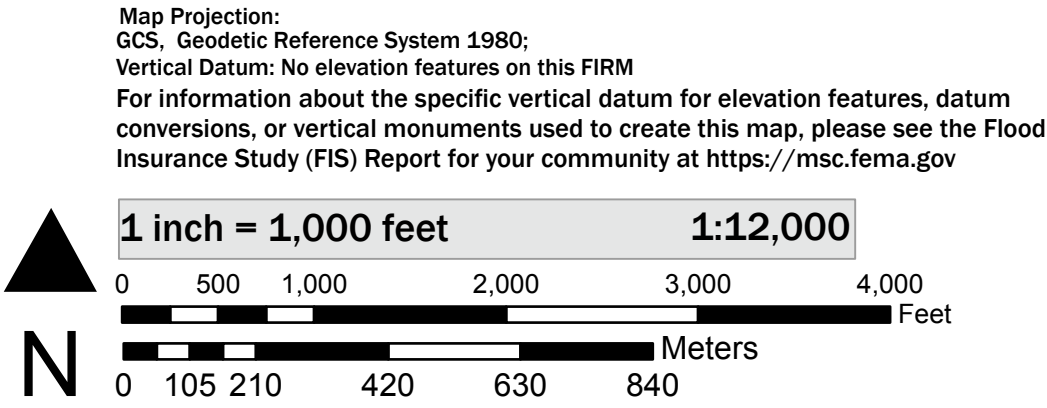
To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Basemap information shown on this FIRM was provided in digital format by USDA, Farm Service Agency (FSA). This information was derived from NAIP, dated April 11, 2018.

This map was exported from FEMA's National Flood Hazard Layer (NFHL) on **3/10/2025 7:13 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time. For additional information, please see the Flood Hazard Mapping Updates Overview Fact Sheet at <https://www.fema.gov/media-library/assets/documents/118418>

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards. This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date.

SCALE



NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

PANEL 30 OF 225

Panel Contains:
COMMUNITY
KENDALL COUNTY
CITY OF YORKVILLE
KANE COUNTY
CITY OF PLANO

170341 0030
170347 0030
NUMBER **PANEL**
170346 0030

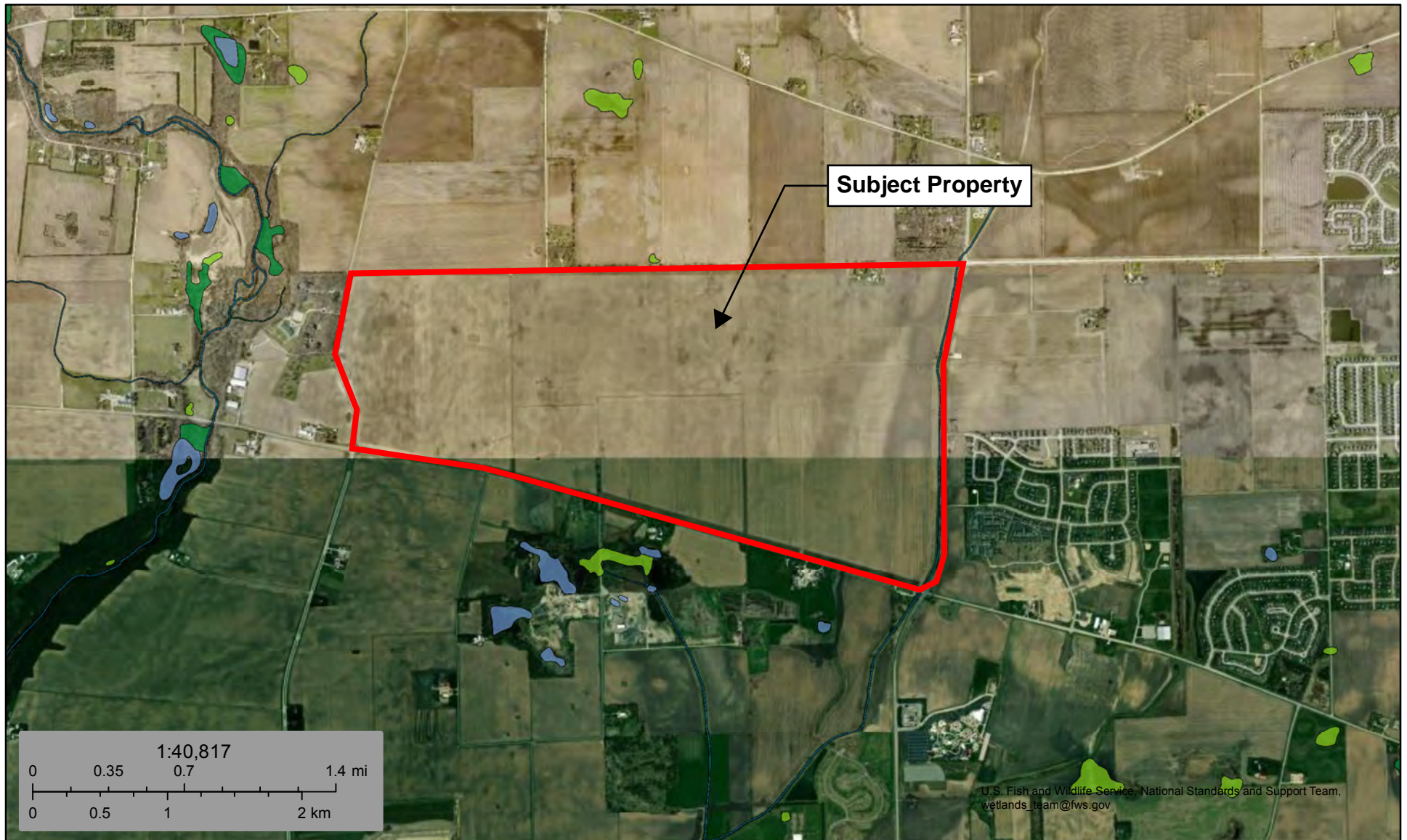
Appendix E – National Wetland Inventory Map



U.S. Fish and Wildlife Service

National Wetlands Inventory

Wetlands



March 10, 2025

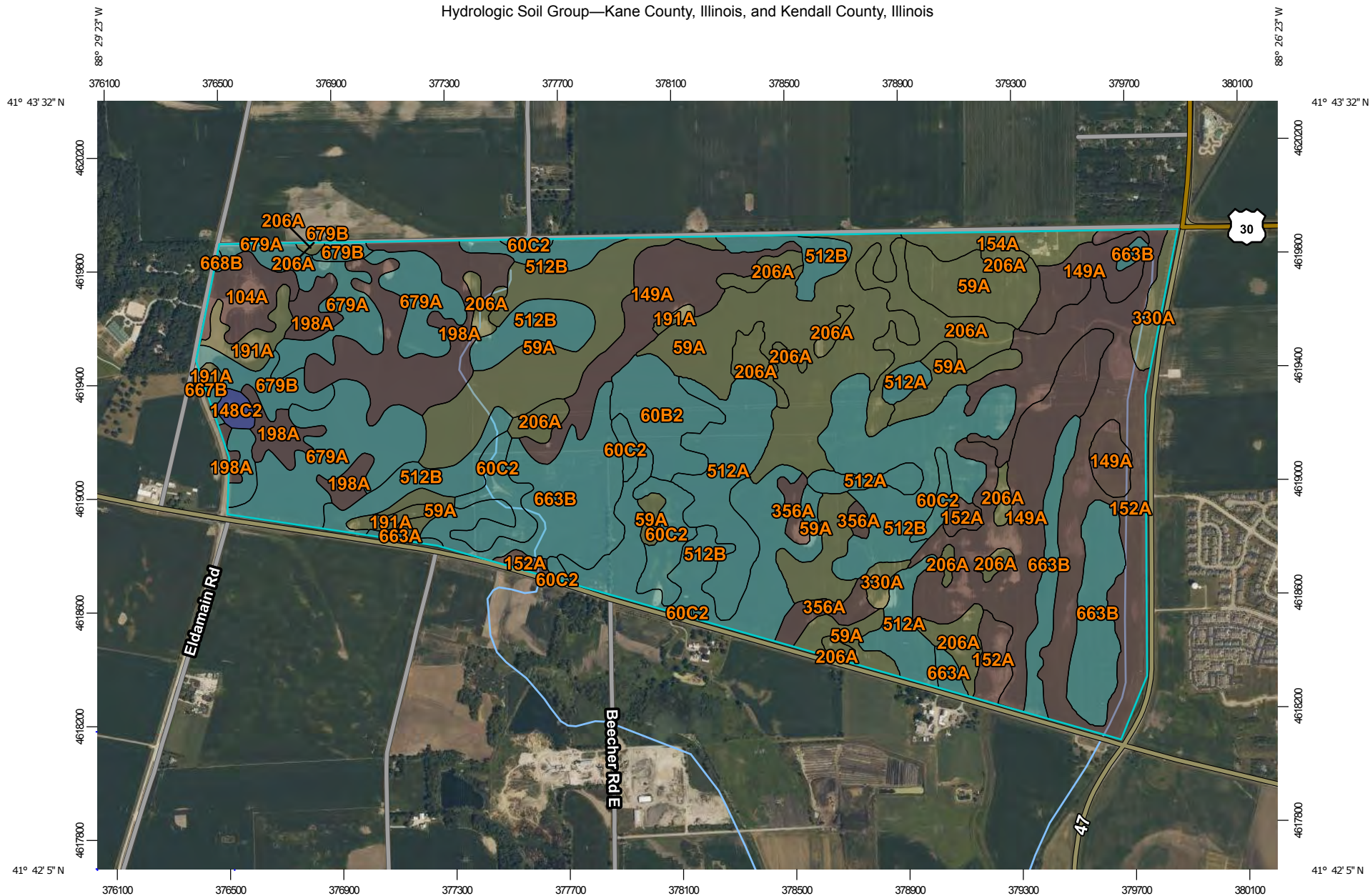
Wetlands

- | | | |
|--------------------------------|-----------------------------------|----------|
| Estuarine and Marine Deepwater | Freshwater Emergent Wetland | Lake |
| Estuarine and Marine Wetland | Freshwater Forested/Shrub Wetland | Other |
| | Freshwater Pond | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Appendix F – Hydrologic Soil Groups Map

Hydrologic Soil Group—Kane County, Illinois, and Kendall County, Illinois



Map Scale: 1:19,100 if printed on A landscape (11" x 8.5") sheet.

0 250 500 1000 1500 Meters

0 500 1000 2000 3000 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84




**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey

3/10/2025
Page 1 of 5

MAP LEGEND

Area of Interest (AOI)









 Area of Interest (AOI)

Soils

Soil Rating Polygons





 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points






 A
 A/D
 B
 B/D

 C
 C/D
 D
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Kane County, Illinois

Survey Area Data: Version 18, Aug 21, 2024

Soil Survey Area: Kendall County, Illinois

Survey Area Data: Version 21, Aug 21, 2024

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 3, 2019—Aug 24, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
206A	Thorp silt loam, 0 to 2 percent slopes	C/D	0.0	0.0%
679A	Blackberry silt loam, 0 to 2 percent slopes	C	0.1	0.0%
679B	Blackberry silt loam, 2 to 5 percent slopes	C	0.0	0.0%
Subtotals for Soil Survey Area			0.1	0.0%
Totals for Area of Interest			1,101.1	100.0%

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
59A	Lisbon silt loam, 0 to 2 percent slopes	C/D	194.9	17.7%
60B2	La Rose silt loam, 2 to 5 percent slopes, eroded	C	24.4	2.2%
60C2	La Rose silt loam, 5 to 10 percent slopes, eroded	C	35.2	3.2%
104A	Virgil silt loam, 0 to 2 percent slopes	B/D	15.1	1.4%
148C2	Proctor silt loam, 5 to 10 percent slopes, eroded	B	3.5	0.3%
149A	Brenton silt loam, 0 to 2 percent slopes	B/D	126.2	11.5%
152A	Drummer silty clay loam, 0 to 2 percent slopes	B/D	104.6	9.5%
154A	Flanagan silt loam, 0 to 2 percent slopes	C/D	12.4	1.1%
191A	Knight silt loam, 0 to 2 percent slopes	C/D	15.5	1.4%
198A	Elburn silt loam, 0 to 2 percent slopes	B/D	66.7	6.1%
206A	Thorp silt loam, 0 to 2 percent slopes	C/D	66.8	6.1%
330A	Peotone silty clay loam, 0 to 2 percent slopes	C/D	10.9	1.0%
356A	Elpaso silty clay loam, 0 to 2 percent slopes	B/D	13.4	1.2%
512A	Danabrook silt loam, 0 to 2 percent slopes	C	61.4	5.6%

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
512B	Danabrook silt loam, 2 to 5 percent slopes	C	155.7	14.1%
663A	Clare silt loam, 0 to 2 percent slopes	C	4.4	0.4%
663B	Clare silt loam, 2 to 5 percent slopes	C	90.1	8.2%
667B	Kaneville silt loam, 2 to 5 percent slopes	C	0.0	0.0%
668B	Somonauk silt loam, 2 to 5 percent slopes	C	0.6	0.1%
679A	Blackberry silt loam, 0 to 2 percent slopes	C	78.7	7.1%
679B	Blackberry silt loam, 2 to 5 percent slopes	C	20.5	1.9%
Subtotals for Soil Survey Area			1,100.9	100.0%
Totals for Area of Interest			1,101.1	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher





PIONEER DEVELOPMENT, LLC

Wetland Delineation Report for Project Cardinal

PROJECT CARDINAL

REVISION 0

MAY 23, 2025



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List of Abbreviations

Abbreviation	Term/Phrase/Name
APT	Antecedent Precipitation Tool
Burns & McDonnell	Burns & McDonnell Engineering Company, Inc.
CWA	Clean Water Act
EPA	Environmental Protection Agency
FAC	Facultative plants
FACU	Facultative upland plants
FACW	Facultative wetland plants
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
FSA	Farm Service Agency
FWD	Farmed Wetland Determination
I	Intermittent
LRR	Land Resource Region
NFHL	National Flood Hazard Layer
NHD	National Hydrography Dataset
NRCS	Natural Resources Conservation Service
NWI	National Wetlands Inventory
NWS	National Weather Service
OBL	Obligate wetland plant
OHWM	Ordinary High Water Mark
PEMf	Palustrine emergent farmed wetland
Project	Project Cardinal
Regional Supplement	Regional supplements to the 1987 Wetlands Delineation Manual
RPW	Relatively Permanent Water
S	Stream
SDA	Soil Data Access
SP	Sample Plot
SSURGO	Soil Survey Geographic
Survey Area	Approximately 1,041 acres of land (Figure 1, Appendix A)



Abbreviation	Term/Phrase/Name
UPL	Upland plants
USACE	U.S. Army Corps of Engineers
USDA	U.S. Department of Agriculture
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
WETS Table	NRCS Climate Analysis for Wetlands Table
WOTUS	Waters of the United States



1.0 Introduction

Burns and McDonnell Engineering Company, Inc. (Burns & McDonnell) was retained by Pioneer Development LLC to conduct a wetland delineation for the proposed Project Cardinal (Project) in Bristol Township, Kendall County, Illinois (Figure 1, Appendix A). The Project would consist of construction, operation, and maintenance of a data center and cooling topologies, and a potential transmission line. The Survey Area, for the purpose of this analysis, includes approximately 1,041 acres of land identified for the proposed Project.

The purpose of this assessment was to identify wetlands and surface waters present within the Survey Area that may be considered “Waters of the United States” (WOTUS) and subject to regulation under the federal Clean Water Act (CWA) by the U.S. Army Corps of Engineers (USACE). The USACE and the U.S. Environmental Protection Agency (EPA) jointly define wetland as: “Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions” (42 Fed. Reg. 37128-29). WOTUS are defined using the definition in 88 FR 61964.

Burns & McDonnell conducted a wetland delineation on April 24, 2025, to identify the location and extent of wetlands present within the Survey Area. This report documents the methods and results of the desktop and field investigations conducted to identify wetlands and surface waters for the Project.

2.0 Methods

The following sections summarize the methods used to complete the desktop review of existing data and to conduct the field investigations within the Survey Area.

2.1 Existing Data Review

Burns and McDonnell reviewed the available background information for the Survey Area prior to conducting the site visits. The information reviewed included the following:

- U.S. Geological Survey (USGS) 7.5-minute topographic maps (Yorkville, IL quadrangle),
- Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM 2017) from the National Flood Hazard Layer (NFHL)
- USGS National Hydrography Dataset (NHD)
- U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) map
- Kendall County Wetland Map
- U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Soil Survey for Kendall County

Maps generated from available data are included as Figures 1-4 in Appendix A

Background data aids in identifying locations of potential wetlands and surface waters. However, as these features may not have been field verified or may have been modified since the data was published, the field analyses supersede the mapped data.

2.2 Wetland Delineation

Identification of wetlands is based on a three-factor approach involving indicators of hydrophytic vegetation, hydric soil, and wetland hydrology, originally set forth by the USACE in the 1987 Environmental Laboratory publication entitled “Corps of Engineers Wetlands Delineation Manual: Technical Report Y-87-1”, commonly referred to as the 1987 Wetlands Delineation Manual (Environmental Laboratory 1987).

The USACE released regional supplements to the 1987 Wetlands Delineation Manual outlining updated technical guidance and procedures for identifying and delineating wetlands that may be subject to regulatory jurisdiction under Section 404 of the CWA or Section 10 of the Rivers and Harbors Act. The Survey Area is located within the following regional supplement (Regional Supplement):

- 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0)

This wetland delineation used the hydrophytic vegetation, hydric soil and wetland hydrology indicators as outlined in the applicable Regional Supplement for each sample point. A general overview of hydrophytic vegetation, hydric soil, and wetland hydrology indicators are provided below. Detailed information for each

indicator can be found in the applicable Regional Supplement. In addition, methodologies for determining wetland quality (where applicable), surface water boundaries, and farmed wetland determinations are provided below.

2.2.1 Hydrophytic Vegetation

To evaluate the presence of hydrophytic vegetation, data are gathered using a graduated series of plots, one for each vegetation stratum. Plot shape and size are dictated by vegetation type, as well as the shape and size of the plant community being evaluated.

The indicator status and percent absolute cover for plants within plots for all vegetation strata are recorded. The indicator status for plant species is based on an estimated probability of occurring in wetlands. This rating system, published by the USACE in 2020 under the title “National Wetland Plant List, version 3.5” (USACE 2020), consists of obligate wetland plants (OBL), facultative-wet plants (FACW), facultative plants (FAC), facultative upland plants (FACU) and upland plants (UPL). Obligate plant species generally grow in water. Facultative plant species can exist in saturated or dry soil conditions, and upland plants typically require dry soil to exist.

2.2.2 Hydric Soil

A description of the soil profile is used to evaluate the presence of hydric soil. The USDA recognizes 28 Land Resource Regions (LRRs) based on soil, climate, and land use. Hydric soil indicators for LRRs presented in the Regional Supplements are a subset of the National Technical Committee for Hydric Soils Field indicators of Hydric Soils in the United States and are regularly modified. The most recent version of Field indicators of Hydric Soils is Version 9.0 (USDA NRCS 2025a), which was used for this delineation.

2.2.3 Wetland Hydrology

Wetland hydrology indicators are separated into four groups and divided into a primary or secondary category based on their estimated reliability in the applicable region. Primary indicators provide stand-alone evidence of a current or recent hydrological event. Secondary indicators provide evidence of recent inundation or saturation when supported by one or more other primary indicators or secondary indicators but should not be used alone.

2.2.4 Surface Water Assessment

Surface waters may only have one or two of the wetland criteria listed above. The USACE defines the ordinary high-water mark (OHWM) as the boundary of surface waters (33 CFR 328.3[F]). The USACE issued an OHWM Identification regulatory guidance letter (USACE, 2005) which defines “the OHWM [as] the line on the shore established by fluctuations of water and is indicated by physical characteristics such as:

- A clear, natural line impressed on the bank;
- Shelving;
- Changes in the character of soil;
- Destruction of terrestrial vegetation;
- The presence of litter and debris; or
- Other appropriate means that consider the characteristics of the surrounding areas.”

On January 8, 2025, the USACE and EPA issued the National Ordinary High Water Mark Field Delineation Manual for Rivers and Streams (National OHWM Manual; 2025). The National OHWM Manual is a non-

mandatory technical resource which can be used in appropriate situations to assist with identifying and delineating the OHWM.

During low streamflow or drought conditions, the OHWM is used to determine the boundary of a surface water. During extremely high streamflow conditions or flood conditions the boundary of the surface waters cannot accurately be determined. Therefore, surface water boundaries should be delineated when normal streamflow conditions are present.

Evidence of the OHWM is used to differentiate boundaries between surface waters and adjacent wetlands. Changes in vegetation can also be evaluated to determine where true hydrophytic (FAC and FACW) plant species are present versus aquatic or OBL species; however, it should be noted that in many cases vegetation is not present within the channels of surface waters. Vegetation adjacent to surface waters may be limited to species overhanging the banks and channels.

If the presence of surface water is questionable, the USACE will typically conduct a review of historic aerial photographs and historic USGS topographic maps to confirm the current or historic presence of surface waters. This can include segments of streams that are entirely enclosed.

2.2.5 Floristic Quality Assessment

The U.S. Army Corps of Engineers (USACE) Chicago District requires a Floristic Quality Assessment (FQA) for all wetlands. The Chicago Region FQA Calculator developed by the USACE Chicago District using the procedures outlined in the Swink and Wilhelm (1994) publication, *Plants of the Chicago Region*, is utilized to calculate the Native Floristic Quality Inventory (FQI) and Native Mean C-value. A Native Mean C-value is calculated for the wetlands to gauge the relative amount of disturbance that has occurred at the site. C-values range from 0 to 10; non-native or weedy species are assigned a value of zero and the highest quality native plants are assigned a value of ten. A low Native Mean C-value indicates that the area has likely been highly disturbed and is typically composed of invasive or weedy species.

Native FQI values range from 0 to 60 and describe the quality of vegetative habitat. A native FQI value under 20 signifies a disturbed area with poor vegetative quality and diversity. a native FQI value between 20 and 34 indicates moderate vegetative quality and diversity; a native FQI value between 35 and 49 is considered to be floristically important; and a native FQI value above 50 represents an area of the highest conservation priority.

2.2.6 High Quality Aquatic Resource

The USACE Chicago District defines a High Quality Aquatic Resource (HQR) as “aquatic areas considered to be regionally critical due to their uniqueness, scarcity, and/or value, and other wetlands considered to perform functions important to the public interest, as defined in 33 CFR Part 320.4(b)(2).” These resources include Advanced Identification sites, bogs, ephemeral wetlands, dune and swale complexes, fens, forested wetlands, sedge meadows, seeps, streams rated A or B for diversity or integrity, or mapped as biologically significant in the Illinois Biological Stream Characterization study, wet prairies, wetlands supporting Federal, or Illinois endangered or threatened species, and wetlands with a Native FQI of 20 or greater or Native Mean C-value of 3.5 or greater. The USACE may consider these areas unsuitable for dredge or fill activities. The Nationwide Permit Program does not include a definition of HQRs, however, the USACE Chicago District uses the above definition when evaluating buffers and mitigation ratios for permanent impacts.

2.3 Farmed Wetland Determination

Where actively farmed areas are present within the Survey Area, the Regional Supplement details methods for identification of wetland hydrology indicators, which includes a Farmed Wetland Determination (FWD). An area that meets the standards of a farmed wetland is not by itself, a jurisdictional wetland. Rather, it is a method that is used in the overall wetland delineation process. A FWD is conducted using methodologies outlined in the National Food Security Act Manual (2010). Climate data, from the closest National Weather Service (NWS) precipitation recording station, is used to determine relative rainfall volume and subsequently define normal and above normal precipitation years. This rainfall and precipitation information is used to create an NRCS Climate Analysis for Wetlands Table (WETS table) which classifies each year as a wet, normal, or dry year. A “Wet Year” indicator slide is selected and serves as a base map to evaluate potential farmed wetland signatures. Then a minimum of five “Normal Years” (preferably 10 years) of Farm Service Agency (FSA) aerial slides are selected and reviewed to determine if the signatures identified from the base map are present. Field investigations are not required for farmed wetland signatures that are not present on three or more “Normal Year” slides out of five, or two of five “Normal Year” slides if the signature is also depicted as a wetland on the NWI Map.

3.0 Results

The following sections describe the results of the existing data review and completed wetland delineation.

3.1 Existing Data Review

Burns & McDonnell reviewed available background information for the Survey Area prior to conducting the site visit. These sources provide an indication of areas where wetlands potentially occur and certain characteristics. A summary of the available background information is presented below and mapped on Figures in Appendix A.

3.1.1 USGS 7.5-minute Topographic Maps

The USGS topographic map indicates the Survey Area crosses predominantly flat terrain (< 5% slopes) of agricultural and undeveloped land. The Survey Area generally drains to the southeast, toward Rob Roy Creek (Figure 2, Appendix A).

3.1.2 FEMA FIRM

The 2017 FIRM indicates there is no FEMA floodplain associated with the unnamed tributary within the Survey Area (Figure 2, Appendix A).

3.1.3 USFWS NWI

The digital format NWI maps were developed by USFWS in collaboration with the USGS, Water Resource Division using data from 1987 and are periodically updated. The maps are prepared primarily by stereoscopic analysis of high-altitude aerial photographs to produce reconnaissance level information on the location, type, and size of wetlands and deepwater habitats. All wetlands are identified based on vegetation, visible hydrology, and geography in accordance with the Cowardin System (Cowardin 1979). According to the USFWS, the aerial photographs reflect conditions during the year and season they were taken; however, there is a margin of error inherent in the use of aerial photographs to delineate wetlands. Therefore, wetland boundaries established through interpretation of aerial photographs may be revised based upon detailed ground survey and historical analysis of an individual site.

A desktop assessment of NWI data indicates one riverine wetland is located within the Survey Area (Figure 3, Appendix A).

3.1.4 USGS NHD

The NHD represents the water drainage network of the United States with features such as rivers, streams, canals, lakes, ponds, coastline, dams, and stream gages. NHD is updated and maintained through partnerships with states and other collaborative bodies. The NHD data indicates Rob Roy Creek and several unnamed tributaries are present within the Survey Area (Figure 3, Appendix A).

3.1.5 USDA NRCS SSURGO

The NRCS Web Soil Survey (USDA NRCS 2025b) is generated from the USDA-NRCS certified data. The NRCS Soil Data Access (SDA) Hydric Soils List (USDA NRCS 2025c) contains a compilation of all map units with either a major or minor component that is at least in part hydric. As the list includes both major and minor

percentages for map units, in some cases most of the map unit may not be hydric. The list is useful in identifying map units that may contain hydric soils.

The NRCS Soils Survey Geographic Database (SSURGO) digital data indicates that 23 soil map units are located within the Survey Area (Figure 4, Appendix A). Of these, five soil units are included on local and national hydric soil lists. These include:

- Drummer silty clay loam, 0 to 2 percent slopes
- Knight silt loam, 0 to 2 percent slopes
- Peotone silty clay loam, 0 to 2 percent slopes
- Elpaso silty clay loam, 0 to 2 percent slopes
- Thorp silt loam, 0 to 2

3.1.6 Farmed Wetland Determination

Climate data from the USEPA Antecedent Precipitation Tool (APT) was used to determine relative rainfall volume and subsequently define normal, dry, and above normal precipitation years. Specific dates were available for Google Earth aerial imagery and the APT was used to define normal, dry, and above normal precipitation for these dates. A total of one “Wet Year” (2013), four “Normal Years” (2015, 2017, 2018, and 2024), and one “Dry Year” (2023) were utilized. Many areas were not sampled in the field due to the absence of one or more wetland indicators. A formal FWD is provided in Appendix D.

3.2 Site Investigation Results

One stream and two wetlands were delineated within the Survey Area. The Antecedent Precipitation Tool (APT) results indicated the Survey Area was experiencing normal conditions at the time of the survey (Appendix B). The wetlands are summarized in Table 1 below and are mapped on Figure 5 in Appendix A. The singular surface water is summarized in Table 3 below and mapped on Figure 5 in Appendix A. Wetland Determination Data Forms from the applicable Regional Supplement were completed for sample points taken in areas determined not to be wetland and are included in Appendix B. As neither wetland featured any vegetation, the FQA was not calculated. Natural color photographs of the sample plots and surface water are included in Appendix C. Locations of sample plots, and stream banks surveyed using a sub-meter accurate Global Positioning System unit.

3.2.1 Wetlands

Two wetlands were delineated within the Survey Area. Refer to Table 1 below for the details:

Table 1: Summary of Wetlands within the Survey Area

Wetland Number ^a	Wetland Type ^b	Dominant Vegetation ^c	Hydric Soil Indicator(s) ^d	Wetland Hydrology Indicator(s) ^e	Area of Wetland Delineated in Survey Area (acre)	WOTUS (Y/N)
W-1	PEMf	--	F6	A3, C9, D2	0.12	N
W-2	PEMf	--	F6	C9, D2	0.08	N

(a) Assigned by Burns & McDonnell staff during the Site Investigation; W = Wetland.

(b) Symbols for wetland type: PEMf = palustrine emergent farmed wetland.

(c) No vegetation was present, both wetlands are located within agricultural fields. Vegetation is assumed to be hydrophytic due to prevalence of other wetland indicators.

(d) Indicator code for hydric soil: F6 = Redox Dark Surface.

(e) Indicator code for wetland hydrology: A3 = Saturation, C9 = Saturation Visible on Aerial Imagery, D2 = Geomorphic Position.



3.2.2 Areas Determined Not to Meet Wetland Criteria

Areas identified during the desktop review due to changes in vegetative cover or occurrence within the NWI dataset were investigated in the field and were determined to not meet wetland criteria. These areas lacked one or more wetland criteria and were not considered wetlands at the time of the site investigation. Table 1 provides a summary of the wetland indicators for sample plots recorded in these areas.

Table 2: Summary of Sample Plots Not Determined to Meet Wetland Criteria within the Survey Area

Sample Plot (SP)	Dominant Vegetation ^a	Hydric Soil Indicator(s) ^b	Wetland Hydrology Indicator(s) ^c
SP-1	Tall fescue	F6	D2, C9
SP-2	Tall fescue	--	C9
SP-5	--	--	A3

(a) Tall fescue (*Lolium arundinaceum*).

(b) Indicator code for hydric soil: F6 = Redox Dark Surface.

(c) Indicator code for wetland hydrology: D2 = Geomorphic Position, C9 – Saturation Visible on Aerial Imagery, A3 = Saturation.

Sample Point 1 (SP-1)

SP-1 is located within a concave depression within an agricultural field and was investigated due to the landform. No indicators of hydrophytic vegetation were present at the time of the site visit. Only one secondary hydrology indicator, Geomorphic Position (D2) and hydric soil were identified at this location. Due to the lack of hydrophytic vegetation and additional hydrology indicators, this area was determined not to meet wetland conditions.

Sample Point 5 (SP-5)

SP-5 is located on a flat, linear area within an agricultural field and was investigated due to Saturation. No indicators of hydrophytic vegetation or hydric soil were present at the time of the site visit. Saturation was present only in the first 3-4 inches of soil and was likely due to recent rain. Due to the lack of hydrophytic vegetation and hydric soil indicators, this area was determined not to meet wetland conditions.

3.2.3 Streams

A total of one surface water was delineated within the Survey Area. Refer to Table 3 below for details of the stream.

Table 3: Summary of Streams within the Survey Area

Stream Number ^a	Stream Type ^b	WOTUS ^c	Stream Name ^d	OHWM Width (feet)	OHWM Bank Height (feet)	Depth at OHWM (feet)	Length of Delineated Stream
S-1	I/RPW	Y	Rob Roy Creek	8	4	4	10,602
Total:							10,602

(a) Assigned by Burns & McDonnell staff during the site investigation; S = stream.

(b) I = Intermittent; RPW = Relatively Permanent Water

(c) Jurisdiction is based on professional judgement using the September 8, 2023, revised definition of WOTUS (88 FR 61964) which conforms to the Sackett v. Environmental Protection Agency supreme court decision dated May 25, 2023.

(d) Stream name follows USGS topographic map, NHD, or state/local data source.

4.0 Summary

Burns & McDonnell conducted a wetland delineation of the Survey Area to identify wetlands and other waterbodies on April 24, 2025. One intermittent stream and two wetlands were delineated within the Survey Area.

The delineated stream within the Survey Area is anticipated to be WOTUS and under the jurisdiction of the USACE. This jurisdictional recommendation is based on professional judgment using the current guidance at the time of this report. Jurisdictional surface waters and wetlands are defined by the “Revised Definition of WOTUS” (88 FR 61964) which conforms to the Sackett v. Environmental Protection Agency supreme court decision dated May 25, 2023.

5.0 References

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<https://www.nrcs.usda.gov/publications/Lists%20of%20Hydric%20Soils%20->

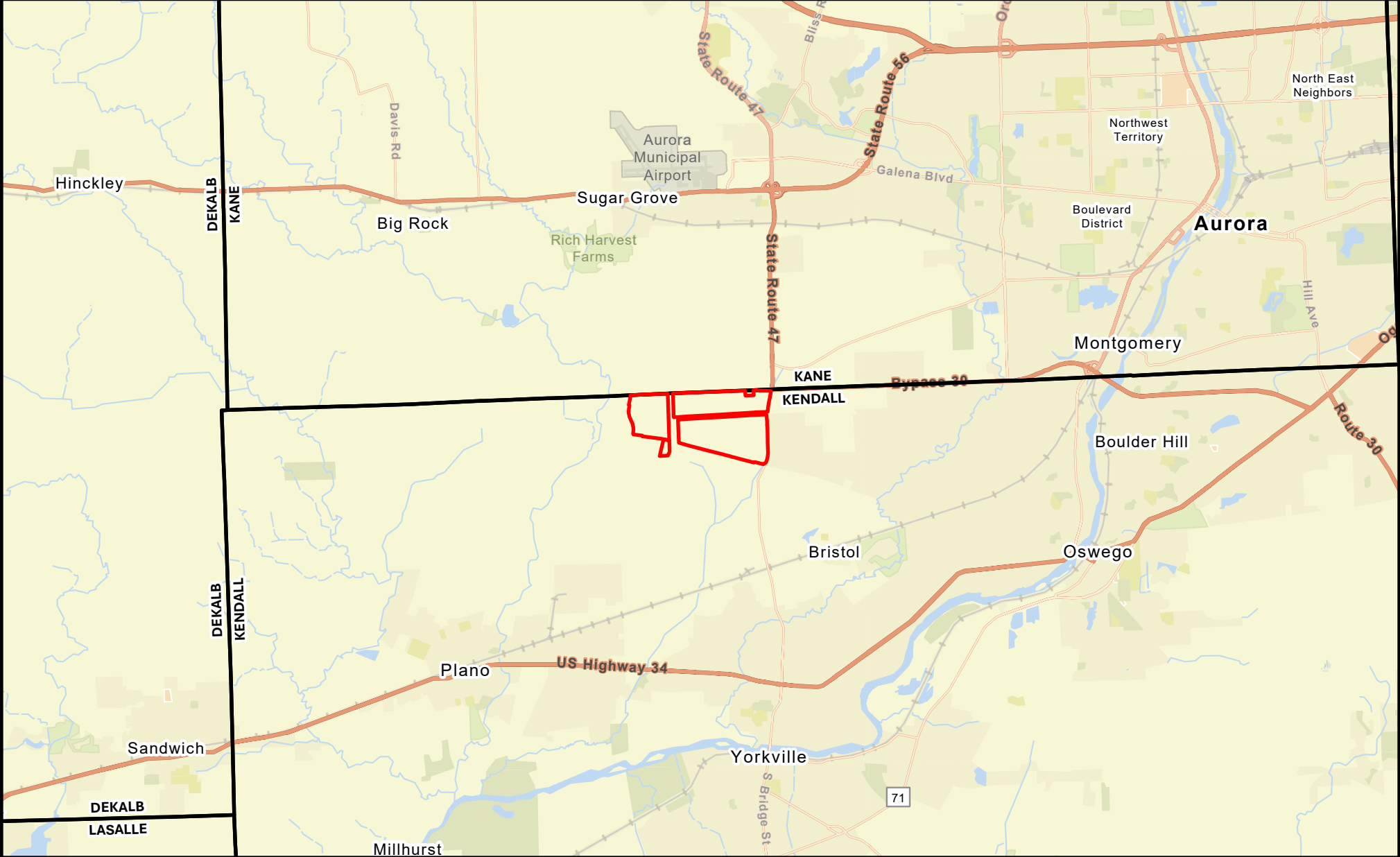



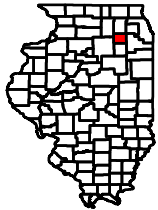
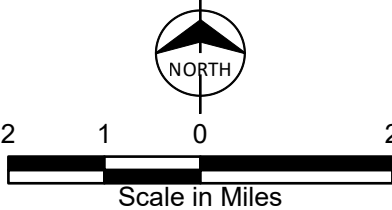

%20Query%20by%20Soil%20Survey%20Area%20Map%20Unit%20Rating.html. Accessed May 2025.

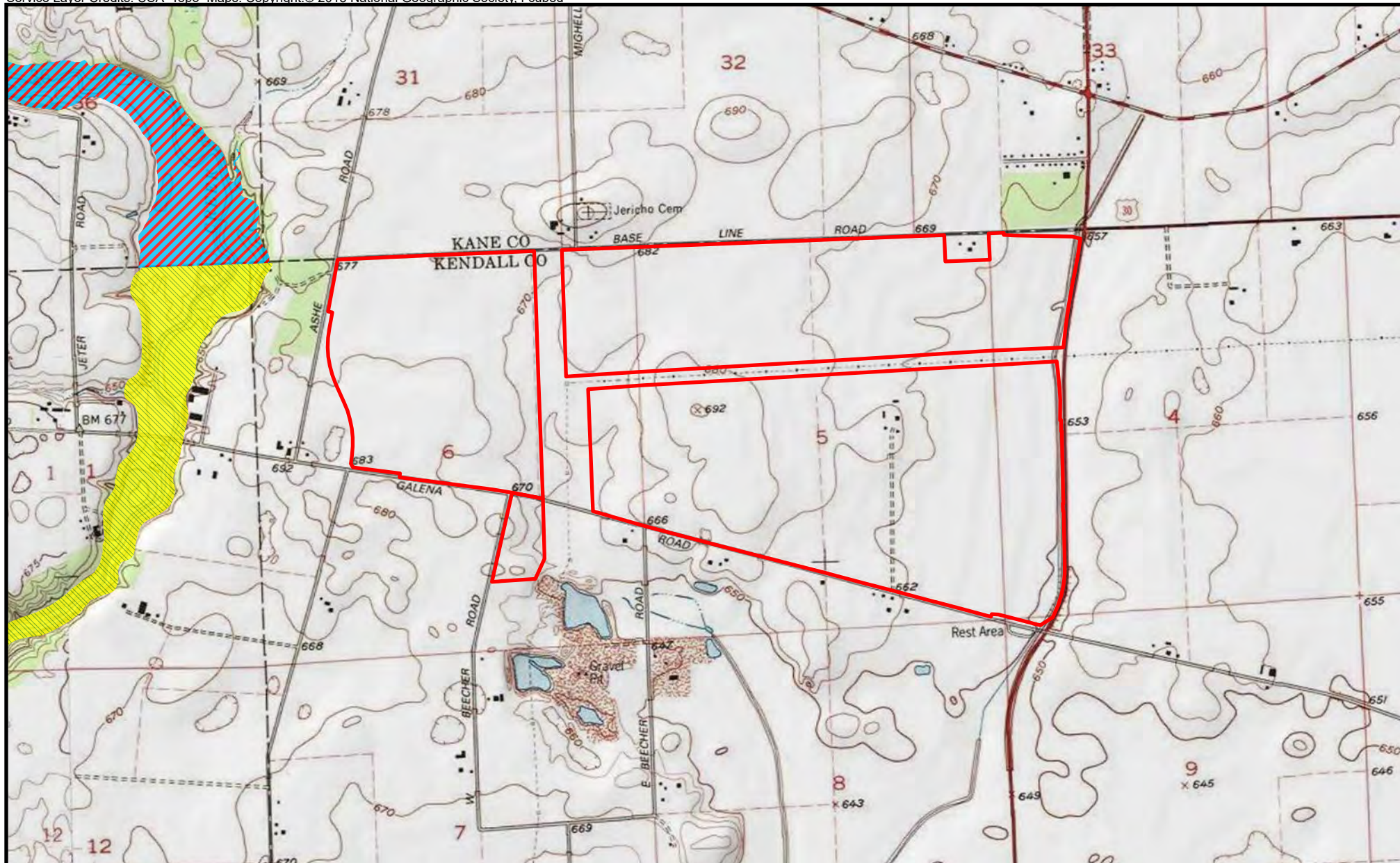
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Appendix A – Figures





 Project Area		 <p>Scale in Miles</p>		<p>Figure 1 Overview Map Project Cardinal Pioneer Development, LLC Kendall County, Illinois</p>
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 Project Area

Flood Zone

 Zone A (100-Year Floodplain)

 Zone AE (100-Year Floodplain)



2,000 1,000 0 2,000



Scale in Feet



Figure 2
 Topographic & FEMA Map
 Project Cardinal
 Pioneer Development, LLC
 Kendall County, Illinois

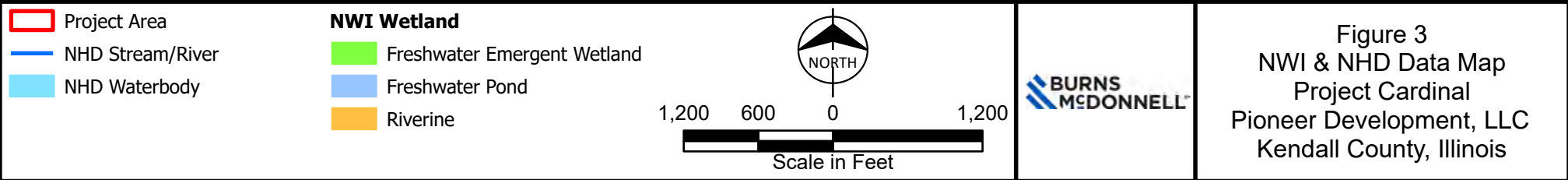
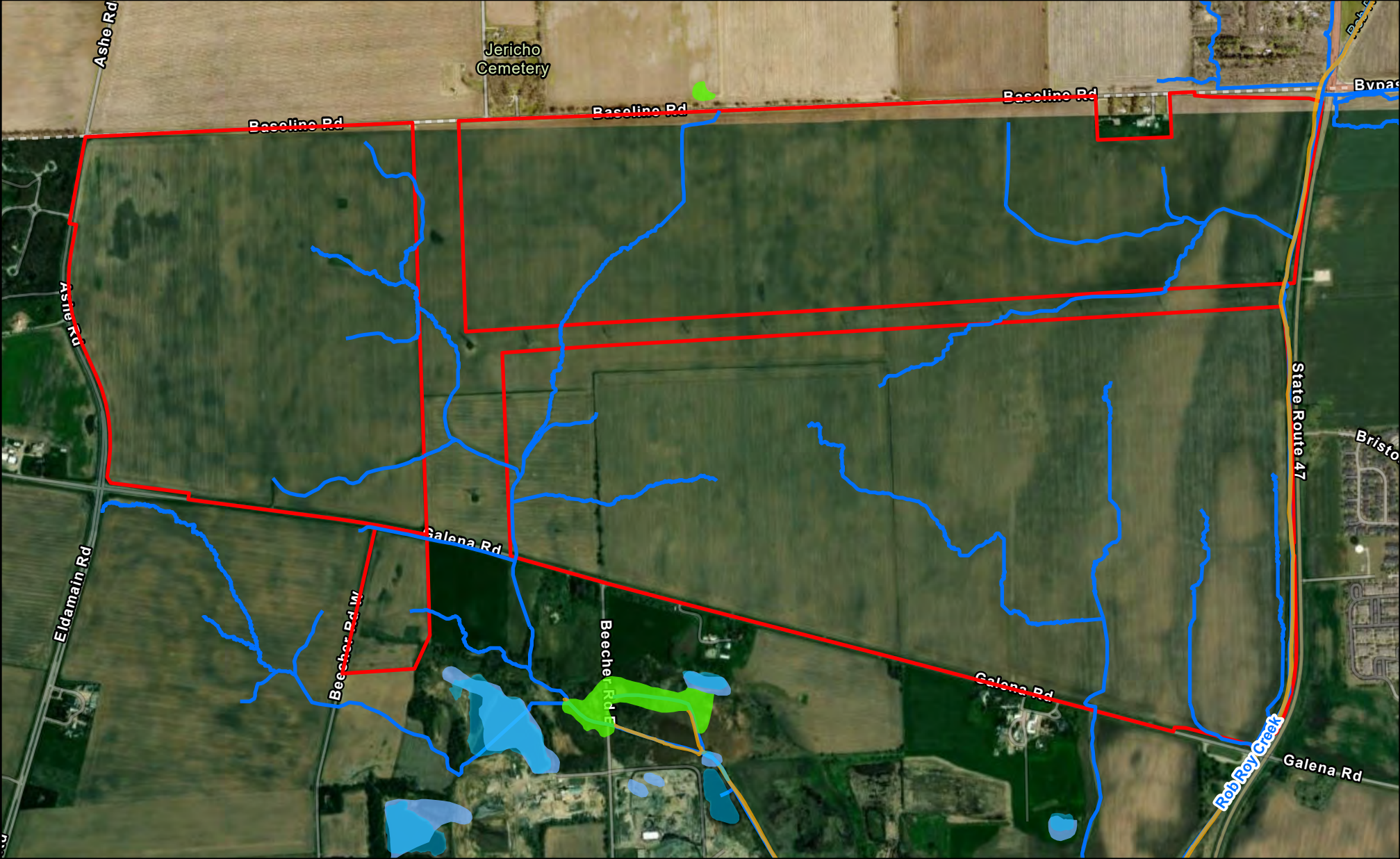
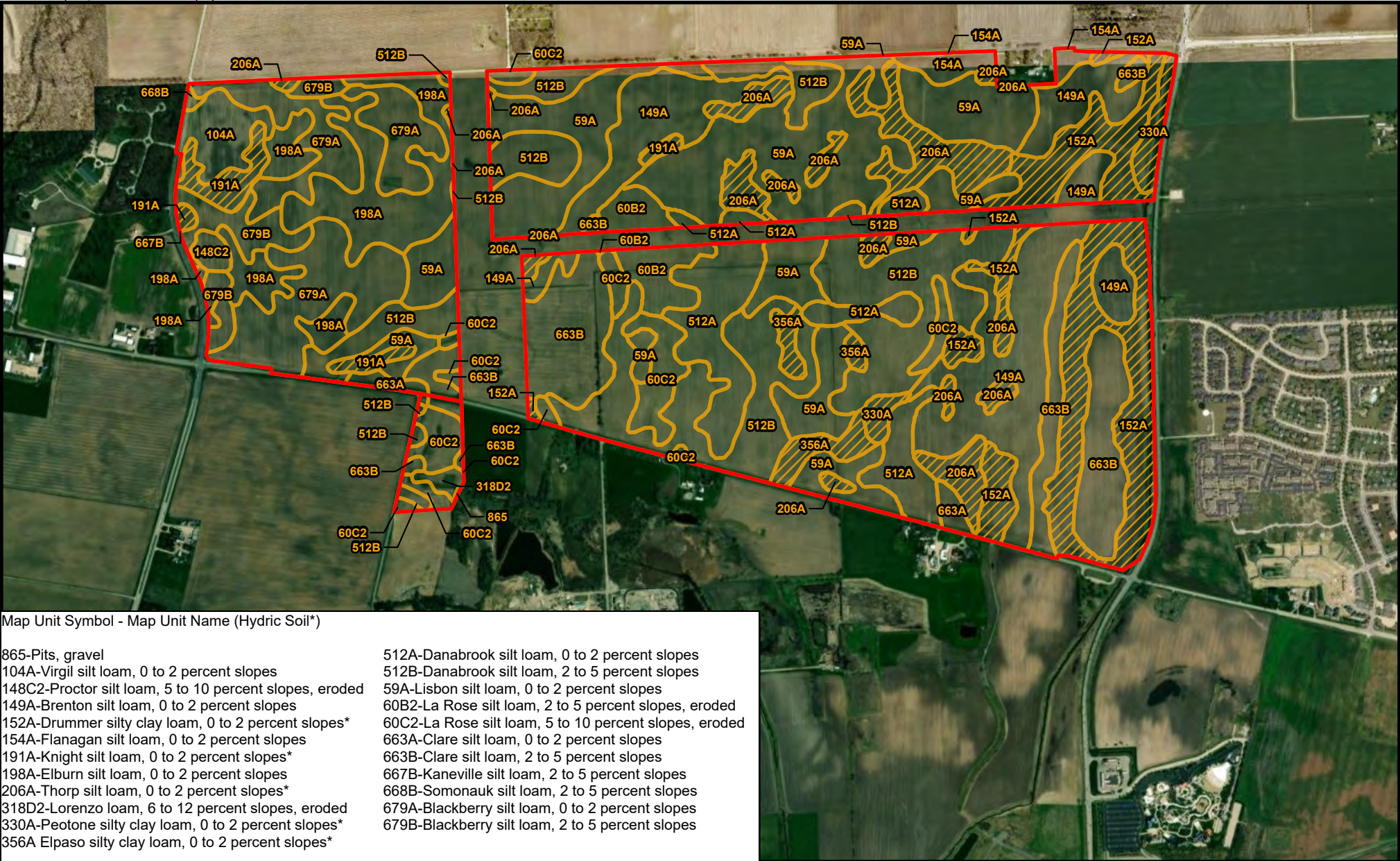


Figure 3
NWI & NHD Data Map
Project Cardinal
Pioneer Development, LLC
Kendall County, Illinois



Map Unit Symbol - Map Unit Name (Hydric Soil*)	
865-Pits, gravel	512A-Danabrook silt loam, 0 to 2 percent slopes
104A-Virgil silt loam, 0 to 2 percent slopes	512B-Danabrook silt loam, 2 to 5 percent slopes
148C2-Proctor silt loam, 5 to 10 percent slopes, eroded	59A-Lisbon silt loam, 0 to 2 percent slopes
149A-Brenton silt loam, 0 to 2 percent slopes	60B2-La Rose silt loam, 2 to 5 percent slopes, eroded
152A-Drummer silty clay loam, 0 to 2 percent slopes*	60C2-La Rose silt loam, 5 to 10 percent slopes, eroded
154A-Flanagan silt loam, 0 to 2 percent slopes	663A-Clare silt loam, 0 to 2 percent slopes
191A-Knight silt loam, 0 to 2 percent slopes*	663B-Clare silt loam, 2 to 5 percent slopes
198A-Elburn silt loam, 0 to 2 percent slopes	667B-Kaneville silt loam, 2 to 5 percent slopes
206A-Thorp silt loam, 0 to 2 percent slopes*	668B-Somonauk silt loam, 2 to 5 percent slopes
318D2-Lorenzo loam, 6 to 12 percent slopes, eroded	679A-Blackberry silt loam, 0 to 2 percent slopes
330A-Peotone silty clay loam, 0 to 2 percent slopes*	679B-Blackberry silt loam, 2 to 5 percent slopes
356A Elpaso silty clay loam, 0 to 2 percent slopes*	

Project Area

SSURGO Soil Map Unit

Non-Hydric Soil

Hydric Soil

NORTH

1,500 750 0 1,500

Scale in Feet

BURNS
MCDONNELL

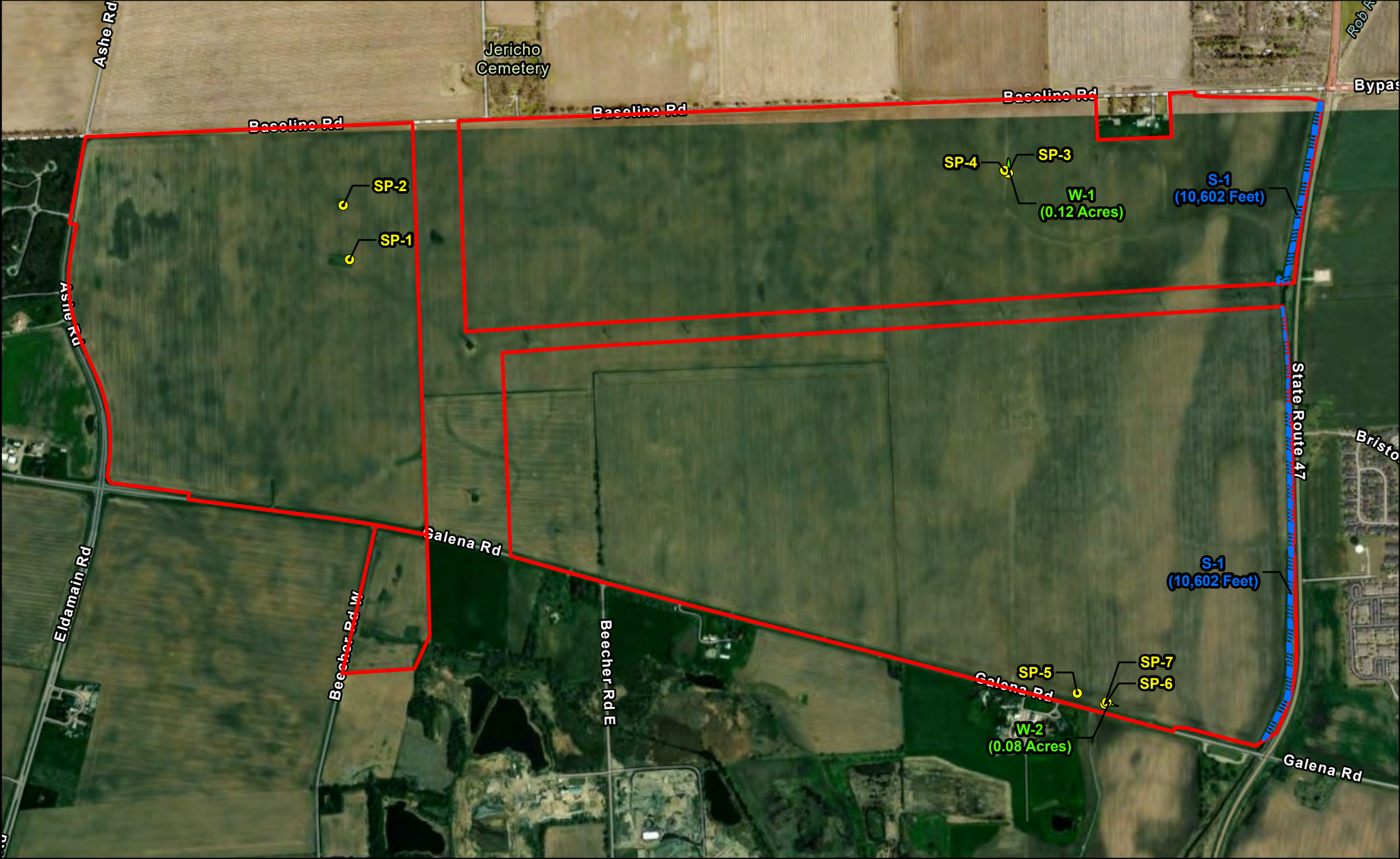
Figure 4

Soils Map

Project Cardinal

Pioneer Development, LLC

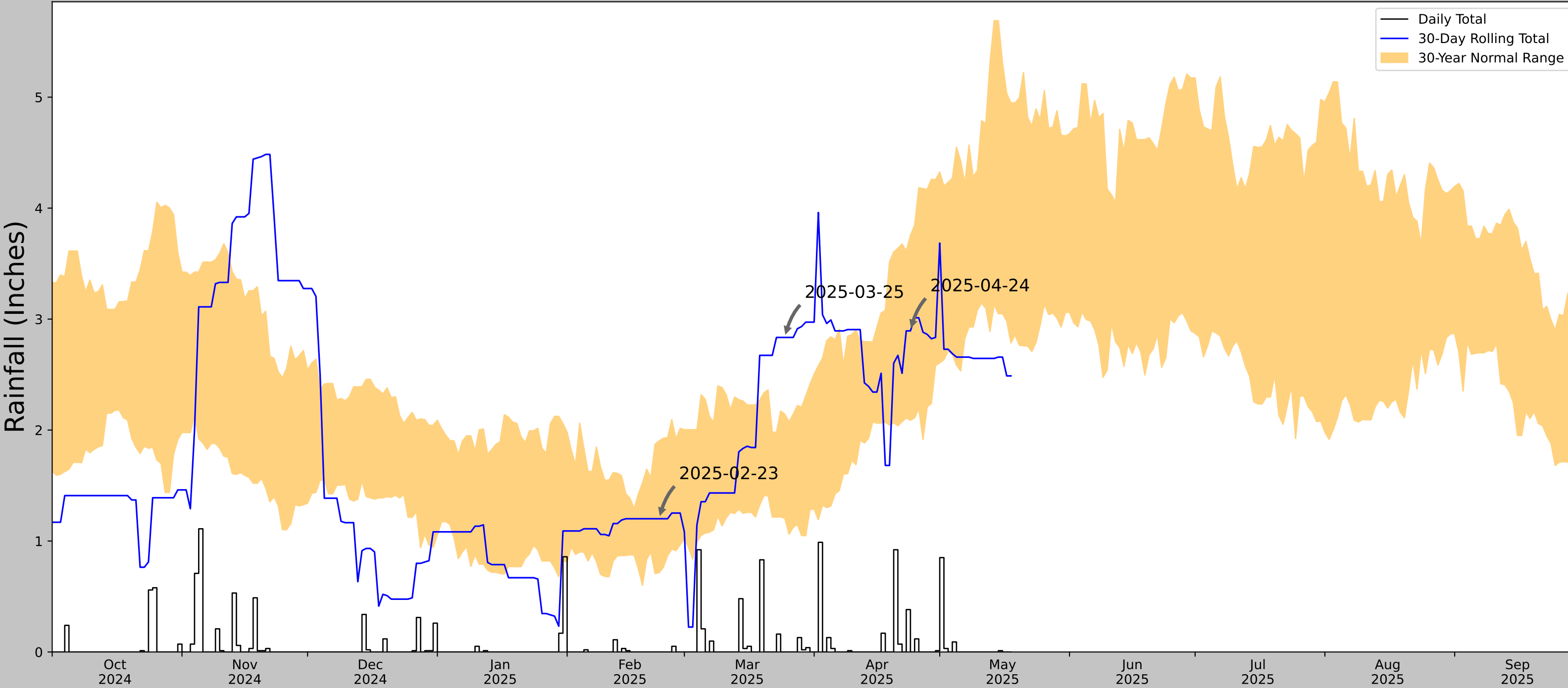
Kendall County, Illinois



<p> Project Area</p> <p>● Sample Plot (SP)</p>	<p>Stream (S)</p> <p>--- Intermittent</p> <p>Wetland (W)</p> <p> PEM</p>	<p>NORTH</p> <p>1,200 600 0 1,200</p> <p>Scale in Feet</p>	<p>BURNS MCDONNELL</p>	<p style="text-align: center;">Figure 5 Wetland Delineation Map Project Cardinal Pioneer Development, LLC Kendall County, Illinois</p>
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Appendix B – Wetland Determination Data Forms & Antecedent Precipitation Tool (APT)

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	41.717319, -88.464525
Observation Date	2025-04-24
Elevation (ft)	675.139
Drought Index (PDSI)	Mild drought
WebWIMP H ₂ O Balance	Wet Season


30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2025-04-24	2.088189	3.752362	2.893701	Normal	2	3	6
2025-03-25	1.204724	2.141732	2.834646	Wet	3	2	6
2025-02-23	0.715748	1.90315	1.200787	Normal	2	1	2
Result							Normal Conditions - 14



**US Army Corps
of Engineers®**

Figures and tables made by the
Antecedent Precipitation Tool
Version 2.0

Developed by:
U.S. Army Corps of Engineers and
U.S. Army Engineer Research and
Development Center



Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
CHICAGO AURORA MUNI AP	41.7714, -88.4814	701.116	3.837	25.977	1.826	9432	90
SUGAR GROVE 0.7 NE	41.7762, -88.4478	714.895	1.763	13.779	0.818	29	0
SUGAR GROVE 1.4 ENE	41.7787, -88.4343	688.976	2.479	12.14	1.146	2	0
AURORA 3.1 WSW	41.7565, -88.3518	704.068	6.758	2.952	3.061	1	0
AURORA WATER	41.7803, -88.3092	674.869	8.894	26.247	4.236	1885	0
WHEATON 3 SE	41.8128, -88.0728	680.118	21.242	20.998	10.005	4	0

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Midwest Region See ERDC/EL TR-10-16; the proponent agency is CECW-COR	OMB Control #: 0710-0024, Exp: 09/30/2027 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: Project Cardinal City/County: Kendall County Sampling Date: 2025-04-24
Applicant/Owner: Pioneer Development, LLC State: Illinois Sampling Point: SP-1
Investigator(s): Burns & McDonnell (C. Most, L. Belleville) Section, Township, Range: S06 T37N R7E
Landform (hillside, terrace, etc.): Depression Local relief (concave, convex, none): Concave
Slope (%): 1 Lat: 41.71797959 Long: -88.47630689 Datum: WGS 84
Soil Map Unit Name: 679A - Blackberry silt loam, 0 to 2 percent slopes NWI classification: _____
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No _____ (If no, explain in Remarks.)
Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No _____
Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes _____ No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes _____ No <input checked="" type="checkbox"/>
Hydric Soil Present? Yes <input checked="" type="checkbox"/> No _____	
Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No _____	

Remarks:
SP-1 is located within an area that was determined not to be wetland. The USACE Antecedent Precipitation Tool indicated the Survey Area was experiencing normal conditions at the time of field surveys.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30 ft r</u>)	Absolute % Cover	Dominant Species?	Indicator Status
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
=Total Cover			
Sapling/Shrub Stratum (Plot size: <u>15 ft r</u>)			
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
=Total Cover			
Herb Stratum (Plot size: <u>5 ft r</u>)			
1. <u>Lolium arundinaceum</u>	<u>40</u>	<input checked="" type="checkbox"/>	<u>UPL</u>
2. <u>Taraxacum officinale</u>	<u>10</u>		<u>FACU</u>
3. <u>Daucus carota</u>	<u>5</u>		<u>UPL</u>
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
=Total Cover			
Woody Vine Stratum (Plot size: <u>30 ft r</u>)			
1. _____	_____	_____	_____
2. _____	_____	_____	_____
=Total Cover			

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 0 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 0.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species <u>0</u>	x 1 = <u>0</u>
FACW species <u>0</u>	x 2 = <u>0</u>
FAC species <u>0</u>	x 3 = <u>0</u>
FACU species <u>10</u>	x 4 = <u>40</u>
UPL species <u>45</u>	x 5 = <u>225</u>
Column Totals: <u>55</u> (A)	<u>265</u> (B)
Prevalence Index = B/A = <u>4.81</u>	

Hydrophytic Vegetation Indicators:

1 - Rapid Test for Hydrophytic Vegetation

2 - Dominance Test is >50%

3 - Prevalence Index is ≤3.0¹

4 - Morphological Adaptations¹ (Provide supporting data in Remarks or on a separate sheet)

Problematic Hydrophytic Vegetation¹ (Explain)

¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes _____ No ☒

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: SP-1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0 - 4	10YR 2/2	100					Silty Clay Loam	
4 - 8	10YR 2/2	80					Silty Clay Loam	
4 - 8	10YR 5/3	20					Silty Clay Loam	
8 - 18	10YR 2/2	20	10YR 5/6	5	C	M	Silty Clay Loam	
8 - 18	10YR 4/2	75					Silty Clay Loam	
-								

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:	Indicators for Problematic Hydric Soils ³ :
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Iron-Manganese Masses (F12)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Red Parent Material (F21) Very
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Shallow Dark Surface (F22)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> Stratified Layers (A5)	
<input type="checkbox"/> 2 cm Muck (A10)	
<input type="checkbox"/> Depleted Below Dark Surface (A11)	
<input type="checkbox"/> Thick Dark Surface (A12)	
<input type="checkbox"/> Iron Monosulfide (A18)	
<input type="checkbox"/> Sandy Mucky Mineral (S1)	
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	
<input type="checkbox"/> Sandy Gleyed Matrix (S4)	
<input type="checkbox"/> Sandy Redox (S5)	
<input type="checkbox"/> Stripped Matrix (S6)	
<input type="checkbox"/> Dark Surface (S7)	
<input type="checkbox"/> Loamy Mucky Mineral (F1)	
<input type="checkbox"/> Loamy Gleyed Matrix (F2)	
<input type="checkbox"/> Depleted Matrix (F3)	
<input checked="" type="checkbox"/> Redox Dark Surface (F6)	
<input type="checkbox"/> Depleted Dark Surface (F7)	
<input type="checkbox"/> Redox Depressions (F8)	

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed): Type: <u>Gravel</u> Depth (inches): <u>18</u>	Hydric Soil Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
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Remarks:

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (minimum of two required)	
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)	
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Drainage Patterns (B10)	
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)	
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Crayfish Burrows (C8)	
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input checked="" type="checkbox"/> Saturation Visible on Aerial Imagery (C9)	
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)	
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input checked="" type="checkbox"/> Geomorphic Position (D2)	
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> FAC-Neutral Test (D5)	
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Data (D9)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Other (Explain in Remarks)		

Field Observations: Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): <input type="text"/> Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): <input type="text"/> Saturation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): <input type="text"/> (includes capillary fringe)	Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
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Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION Continued – Use scientific names of plants.

 Sampling Point: SP-1

<u>Tree Stratum</u>	Absolute % Cover	Dominant Species?	Indicator Status	Definitions of Vegetation Strata: Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height. Sapling/Shrub – Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall. Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants less than 3.28 ft tall. Woody Vine – All woody vines greater than 3.28 ft in height.
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
			=Total Cover	
<u>Sapling/Shrub Stratum</u>				
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
			=Total Cover	
<u>Herb Stratum</u>				
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
14. _____	_____	_____	_____	
15. _____	_____	_____	_____	
16. _____	_____	_____	_____	
17. _____	_____	_____	_____	
18. _____	_____	_____	_____	
19. _____	_____	_____	_____	
20. _____	_____	_____	_____	
21. _____	_____	_____	_____	
22. _____	_____	_____	_____	
			<u>55</u> =Total Cover	
<u>Woody Vine Stratum</u>				
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
			=Total Cover	

Remarks: (Include photo numbers here or on a separate sheet.)

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Midwest Region See ERDC/EL TR-10-16; the proponent agency is CECW-COR	OMB Control #: 0710-0024, Exp: 09/30/2027 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: Project Cardinal City/County: Kendall County Sampling Date: 2025-04-24
Applicant/Owner: Pioneer Development, LLC State: Illinois Sampling Point: SP-2
Investigator(s): Burns & McDonnell (C. Most, L. Belleville) Section, Township, Range: S06 T37N R7E
Landform (hillside, terrace, etc.): Flat Local relief (concave, convex, none): Linear
Slope (%): 0 Lat: 41.71937927 Long: -88.47635621 Datum: WGS 84
Soil Map Unit Name: 679A - Blackberry silt loam, 0 to 2 percent slopes NWI classification: _____
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No _____ (If no, explain in Remarks.)
Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No _____
Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes _____ No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes _____ No <input checked="" type="checkbox"/>
Hydric Soil Present? Yes _____ No <input checked="" type="checkbox"/>	
Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>	

Remarks:
SP-2 is located within an area that was determined not to be wetland. The USACE Antecedent Precipitation Tool indicated the Survey Area was experiencing normal conditions at the time of field surveys.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30 ft r</u>) 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ _____ =Total Cover	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>1</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0.00</u> (A/B)
Sapling/Shrub Stratum (Plot size: <u>15 ft r</u>) 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ _____ =Total Cover	
Herb Stratum (Plot size: <u>5 ft r</u>) 1. <u>Lolium arundinaceum</u> 50 <input checked="" type="checkbox"/> UPL 2. <u>Daucus carota</u> 10 UPL 3. <u>Solanum carolinense</u> 5 FACU 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____ 65 =Total Cover	
Woody Vine Stratum (Plot size: <u>30 ft r</u>) 1. _____ 2. _____ _____ =Total Cover	Prevalence Index worksheet: Total % Cover of: Multiply by: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>0</u> x 2 = <u>0</u> FAC species <u>0</u> x 3 = <u>0</u> FACU species <u>5</u> x 4 = <u>20</u> UPL species <u>60</u> x 5 = <u>300</u> Column Totals: <u>65</u> (A) <u>320</u> (B) Prevalence Index = B/A = <u>4.92</u>
Remarks: (Include photo numbers here or on a separate sheet.)	Hydrophytic Vegetation Indicators: ____ 1 - Rapid Test for Hydrophytic Vegetation ____ 2 - Dominance Test is >50% ____ 3 - Prevalence Index is ≤3.0 ¹ ____ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ____ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
	Hydrophytic Vegetation Present? Yes _____ No <input checked="" type="checkbox"/>

SOIL

Sampling Point: SP-2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0 - 20	10YR 3/2	100					Silty Clay Loam	
-								
-								
-								
-								
-								
-								

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: <input type="checkbox"/> Histosol (A1) <input type="checkbox"/> Histic Epipedon (A2) <input type="checkbox"/> Black Histic (A3) <input type="checkbox"/> Hydrogen Sulfide (A4) <input type="checkbox"/> Stratified Layers (A5) <input type="checkbox"/> 2 cm Muck (A10) <input type="checkbox"/> Depleted Below Dark Surface (A11) <input type="checkbox"/> Thick Dark Surface (A12) <input type="checkbox"/> Iron Monosulfide (A18) <input type="checkbox"/> Sandy Mucky Mineral (S1) <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	<input type="checkbox"/> Sandy Gleyed Matrix (S4) <input type="checkbox"/> Sandy Redox (S5) <input type="checkbox"/> Stripped Matrix (S6) <input type="checkbox"/> Dark Surface (S7) <input type="checkbox"/> Loamy Mucky Mineral (F1) <input type="checkbox"/> Loamy Gleyed Matrix (F2) <input type="checkbox"/> Depleted Matrix (F3) <input type="checkbox"/> Redox Dark Surface (F6) <input type="checkbox"/> Depleted Dark Surface (F7) <input type="checkbox"/> Redox Depressions (F8)	Indicators for Problematic Hydric Soils³: <input type="checkbox"/> Iron-Manganese Masses (F12) <input type="checkbox"/> Red Parent Material (F21) Very <input type="checkbox"/> Shallow Dark Surface (F22) <input type="checkbox"/> Other (Explain in Remarks) ³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.
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Restrictive Layer (if observed): Type: _____ Depth (inches): _____	Hydric Soil Present? Yes _____ No <input checked="" type="checkbox"/>
Remarks:	

HYDROLOGY

Wetland Hydrology Indicators:			
<u>Primary Indicators (minimum of one is required; check all that apply)</u>		<u>Secondary Indicators (minimum of two required)</u>	
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)	
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Drainage Patterns (B10)	
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)	
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Crayfish Burrows (C8)	
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input checked="" type="checkbox"/> Saturation Visible on Aerial Imagery (C9)	
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)	
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> Geomorphic Position (D2)	
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> FAC-Neutral Test (D5)	
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Data (D9)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Other (Explain in Remarks)		

Field Observations: Surface Water Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): _____ Water Table Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): _____ Saturation Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): _____ (includes capillary fringe)	Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:	
Remarks:	

VEGETATION Continued – Use scientific names of plants.

 Sampling Point: SP-2

<u>Tree Stratum</u>	Absolute % Cover	Dominant Species?	Indicator Status	Definitions of Vegetation Strata: Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height. Sapling/Shrub – Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall. Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants less than 3.28 ft tall. Woody Vine – All woody vines greater than 3.28 ft in height.
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
			=Total Cover	
<u>Sapling/Shrub Stratum</u>				
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
			=Total Cover	
<u>Herb Stratum</u>				
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
14. _____	_____	_____	_____	
15. _____	_____	_____	_____	
16. _____	_____	_____	_____	
17. _____	_____	_____	_____	
18. _____	_____	_____	_____	
19. _____	_____	_____	_____	
20. _____	_____	_____	_____	
21. _____	_____	_____	_____	
22. _____	_____	_____	_____	
			65 =Total Cover	
<u>Woody Vine Stratum</u>				
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
			=Total Cover	

Remarks: (Include photo numbers here or on a separate sheet.)

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Midwest Region See ERDC/EL TR-10-16; the proponent agency is CECW-COR	OMB Control #: 0710-0024, Exp: 09/30/2027 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: Project Cardinal City/County: Kendall County Sampling Date: 2025-04-24
Applicant/Owner: Pioneer Development, LLC State: Illinois Sampling Point: SP-3
Investigator(s): Burns & McDonnell (C. Most, L. Belleville) Section, Township, Range: S05 T37N R7E
Landform (hillside, terrace, etc.): Depression Local relief (concave, convex, none): Concave
Slope (%): 1 Lat: 41.7198719 Long: -88.45449415 Datum: WGS 84
Soil Map Unit Name: 59A - Lisbon silt loam, 0 to 2 percent slopes NWI classification: _____
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No _____ (If no, explain in Remarks.)
Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No _____
Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No _____ Hydric Soil Present? Yes <input checked="" type="checkbox"/> No _____ Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No _____	Is the Sampled Area within a Wetland? Yes <input checked="" type="checkbox"/> No _____
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Remarks:
SP-3 is located within palustrine emergent farmed (PEMf) wetland (W)-1. The USACE Antecedent Precipitation Tool indicated the Survey Area was experiencing normal conditions at the time of field surveys.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30 ft r</u>) 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ _____ =Total Cover	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>0</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0.00</u> (A/B)
Sapling/Shrub Stratum (Plot size: <u>15 ft r</u>) 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ _____ =Total Cover	
Herb Stratum (Plot size: <u>5 ft r</u>) 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____ _____ =Total Cover	
Woody Vine Stratum (Plot size: <u>30 ft r</u>) 1. _____ 2. _____ _____ =Total Cover	Prevalence Index worksheet: Total % Cover of: Multiply by: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>0</u> x 2 = <u>0</u> FAC species <u>0</u> x 3 = <u>0</u> FACU species <u>0</u> x 4 = <u>0</u> UPL species <u>0</u> x 5 = <u>0</u> Column Totals: <u>0</u> (A) <u>0</u> (B) Prevalence Index = B/A = <u>0</u>
Remarks: (Include photo numbers here or on a separate sheet.) No vegetation present, sample plot is within an agricultural field. Vegetation is assumed to be hydrophytic due to prevalence of other wetland indicators.	Hydrophytic Vegetation Indicators: ____ 1 - Rapid Test for Hydrophytic Vegetation ____ 2 - Dominance Test is >50% <input checked="" type="checkbox"/> 3 - Prevalence Index is ≤3.0 ¹ ____ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ____ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
	Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No _____

SOIL

Sampling Point: SP-3

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0 - 8	10YR 2/2	100					Silty Clay Loam	
8 - 20	10YR 2/2	60	10YR 5/6	10	C	M	Silty Clay Loam	
8 - 20	10YR 4/2	30					Silty Clay Loam	
-								
-								
-								

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:	Indicators for Problematic Hydric Soils ³ :
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Iron-Manganese Masses (F12)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Red Parent Material (F21) Very
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Shallow Dark Surface (F22)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> Stratified Layers (A5)	
<input type="checkbox"/> 2 cm Muck (A10)	
<input type="checkbox"/> Depleted Below Dark Surface (A11)	
<input type="checkbox"/> Thick Dark Surface (A12)	
<input type="checkbox"/> Iron Monosulfide (A18)	
<input type="checkbox"/> Sandy Mucky Mineral (S1)	
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	
<input type="checkbox"/> Sandy Gleyed Matrix (S4)	
<input type="checkbox"/> Sandy Redox (S5)	
<input type="checkbox"/> Stripped Matrix (S6)	
<input type="checkbox"/> Dark Surface (S7)	
<input type="checkbox"/> Loamy Mucky Mineral (F1)	
<input type="checkbox"/> Loamy Gleyed Matrix (F2)	
<input type="checkbox"/> Depleted Matrix (F3)	
<input checked="" type="checkbox"/> Redox Dark Surface (F6)	
<input type="checkbox"/> Depleted Dark Surface (F7)	
<input type="checkbox"/> Redox Depressions (F8)	

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed): Type: _____ Depth (inches): _____	Hydric Soil Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Remarks:	

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (minimum of two required)	
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)	
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Drainage Patterns (B10)	
<input checked="" type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)	
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Crayfish Burrows (C8)	
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input checked="" type="checkbox"/> Saturation Visible on Aerial Imagery (C9)	
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)	
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input checked="" type="checkbox"/> Geomorphic Position (D2)	
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> FAC-Neutral Test (D5)	
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Data (D9)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Other (Explain in Remarks)		

Field Observations: Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Water Table Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Depth (inches): <u>18</u> Saturation Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Depth (inches): <u>10</u> (includes capillary fringe)	Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:	
Remarks:	

VEGETATION Continued – Use scientific names of plants.

 Sampling Point: SP-3

<u>Tree Stratum</u>	Absolute % Cover	Dominant Species?	Indicator Status	Definitions of Vegetation Strata:
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
			=Total Cover	
<u>Sapling/Shrub Stratum</u>				
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
			=Total Cover	
<u>Herb Stratum</u>				
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
14. _____	_____	_____	_____	
15. _____	_____	_____	_____	
16. _____	_____	_____	_____	
17. _____	_____	_____	_____	
18. _____	_____	_____	_____	
19. _____	_____	_____	_____	
20. _____	_____	_____	_____	
21. _____	_____	_____	_____	
22. _____	_____	_____	_____	
			=Total Cover	
<u>Woody Vine Stratum</u>				
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
			=Total Cover	

Remarks: (Include photo numbers here or on a separate sheet.)

No vegetation present, sample plot is within an agricultural field. Vegetation is assumed to be hydrophytic due to prevalence of other wetland indicators.

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Midwest Region See ERDC/EL TR-10-16; the proponent agency is CECW-COR	OMB Control #: 0710-0024, Exp: 09/30/2027 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: Project Cardinal City/County: Kendall County Sampling Date: 2025-04-24
Applicant/Owner: Pioneer Development, LLC State: Illinois Sampling Point: SP-4
Investigator(s): Burns & McDonnell (C. Most, L. Belleville) Section, Township, Range: S05 T37N R7E
Landform (hillside, terrace, etc.): Depression Local relief (concave, convex, none): Concave
Slope (%): 1 Lat: 41.71997513 Long: -88.45449317 Datum: WGS 84
Soil Map Unit Name: 59A - Lisbon silt loam, 0 to 2 percent slopes NWI classification: _____
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No _____ (If no, explain in Remarks.)
Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No _____
Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes _____ No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes _____ No <input checked="" type="checkbox"/>
Hydric Soil Present? Yes _____ No <input checked="" type="checkbox"/>	
Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>	

Remarks:
SP-4 is located within an upland adjacent to W-1. The USACE Antecedent Precipitation Tool indicated the Survey Area was experiencing normal conditions at the time of field surveys.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30 ft r</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>0</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0.00</u> (A/B)	
1. _____	_____	_____	_____		
2. _____	_____	_____	_____		
3. _____	_____	_____	_____		
4. _____	_____	_____	_____		
5. _____	_____	_____	_____		
=Total Cover				Prevalence Index worksheet: Total % Cover of: Multiply by: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>0</u> x 2 = <u>0</u> FAC species <u>0</u> x 3 = <u>0</u> FACU species <u>0</u> x 4 = <u>0</u> UPL species <u>0</u> x 5 = <u>0</u> Column Totals: <u>0</u> (A) <u>0</u> (B) Prevalence Index = B/A = <u>0</u>	
Sapling/Shrub Stratum (Plot size: <u>15 ft r</u>)					
1. _____	_____	_____	_____		
2. _____	_____	_____	_____		
3. _____	_____	_____	_____		
4. _____	_____	_____	_____		
5. _____	_____	_____	_____		
=Total Cover				Hydrophytic Vegetation Indicators: ____ 1 - Rapid Test for Hydrophytic Vegetation ____ 2 - Dominance Test is >50% ____ 3 - Prevalence Index is ≤3.0 ¹ ____ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ____ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.	
Herb Stratum (Plot size: <u>5 ft r</u>)					
1. _____	_____	_____	_____		
2. _____	_____	_____	_____		
3. _____	_____	_____	_____		
4. _____	_____	_____	_____		
5. _____	_____	_____	_____		
6. _____	_____	_____	_____		
7. _____	_____	_____	_____		
8. _____	_____	_____	_____		
9. _____	_____	_____	_____		
10. _____	_____	_____	_____		
=Total Cover				Hydrophytic Vegetation Present? Yes _____ No <input checked="" type="checkbox"/>	
Woody Vine Stratum (Plot size: <u>30 ft r</u>)					
1. _____	_____	_____	_____		
2. _____	_____	_____	_____		
=Total Cover					

Remarks: (Include photo numbers here or on a separate sheet.)
No vegetation present, sample plot is within an agricultural field.

ENG FORM 6116-7, SEP 2024 Midwest – Version 2.0

SOIL

Sampling Point: SP-4

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0 - 10	10YR 2/1	100					Silty Clay Loam	
10 - 20	10YR 4/3	60					Silty Clay Loam	
10 - 20	10YR 2/1	40					Silty Clay Loam	
-								
-								
-								

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:		Indicators for Problematic Hydric Soils ³ :	
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> Iron-Manganese Masses (F12)	
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Red Parent Material (F21) Very	
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Shallow Dark Surface (F22)	
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Dark Surface (S7)	<input type="checkbox"/> Other (Explain in Remarks)	
<input type="checkbox"/> Stratified Layers (A5)	<input type="checkbox"/> Loamy Mucky Mineral (F1)		
<input type="checkbox"/> 2 cm Muck (A10)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)		
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Depleted Matrix (F3)		
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Redox Dark Surface (F6)		
<input type="checkbox"/> Iron Monosulfide (A18)	<input type="checkbox"/> Depleted Dark Surface (F7)		
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Redox Depressions (F8)		
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)			

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed): Type: _____ Depth (inches): _____	Hydric Soil Present? Yes _____ No <input checked="" type="checkbox"/>
Remarks:	

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (minimum of two required)	
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)	
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Drainage Patterns (B10)	
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)	
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Crayfish Burrows (C8)	
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)	
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)	
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input checked="" type="checkbox"/> Geomorphic Position (D2)	
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> FAC-Neutral Test (D5)	
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Data (D9)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Other (Explain in Remarks)		

Field Observations: Surface Water Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): _____ Water Table Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): _____ Saturation Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): _____ (includes capillary fringe)	Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:	
Remarks:	

VEGETATION Continued – Use scientific names of plants.

 Sampling Point: SP-4

<u>Tree Stratum</u>	Absolute % Cover	Dominant Species?	Indicator Status	Definitions of Vegetation Strata: Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height. Sapling/Shrub – Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall. Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants less than 3.28 ft tall. Woody Vine – All woody vines greater than 3.28 ft in height.
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
			=Total Cover	
<u>Sapling/Shrub Stratum</u>				
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
			=Total Cover	
<u>Herb Stratum</u>				
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
14. _____	_____	_____	_____	
15. _____	_____	_____	_____	
16. _____	_____	_____	_____	
17. _____	_____	_____	_____	
18. _____	_____	_____	_____	
19. _____	_____	_____	_____	
20. _____	_____	_____	_____	
21. _____	_____	_____	_____	
22. _____	_____	_____	_____	
			=Total Cover	
<u>Woody Vine Stratum</u>				
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
			=Total Cover	

Remarks: (Include photo numbers here or on a separate sheet.)

No vegetation present, sample plot is within an agricultural field.

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Midwest Region See ERDC/EL TR-10-16; the proponent agency is CECW-COR	OMB Control #: 0710-0024, Exp: 09/30/2027 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: Project Cardinal City/County: Kendall County Sampling Date: 2025-04-24
Applicant/Owner: Pioneer Development, LLC State: Illinois Sampling Point: SP-5
Investigator(s): Burns & McDonnell (C. Most, L. Belleville) Section, Township, Range: S05 T37N R7E
Landform (hillside, terrace, etc.): Flat Local relief (concave, convex, none): Linear
Slope (%): 0 Lat: 41.70695962 Long: -88.45256564 Datum: WGS 84
Soil Map Unit Name: 152A - Drummer silty clay loam, 0 to 2 percent slopes NWI classification: _____
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No _____ (If no, explain in Remarks.)
Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No _____
Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes _____ No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes _____ No <input checked="" type="checkbox"/>
Hydric Soil Present? Yes _____ No <input checked="" type="checkbox"/>	
Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No _____	

Remarks:
SP-5 is located within an area that was determined not to be wetland. The USACE Antecedent Precipitation Tool indicated the Survey Area was experiencing normal conditions at the time of field surveys.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30 ft r</u>) 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ _____ =Total Cover	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>0</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0.00</u> (A/B)	
Sapling/Shrub Stratum (Plot size: <u>15 ft r</u>) 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ _____ =Total Cover		Prevalence Index worksheet: Total % Cover of: Multiply by: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>0</u> x 2 = <u>0</u> FAC species <u>0</u> x 3 = <u>0</u> FACU species <u>0</u> x 4 = <u>0</u> UPL species <u>0</u> x 5 = <u>0</u> Column Totals: <u>0</u> (A) <u>0</u> (B) Prevalence Index = B/A = <u>0</u>
Herb Stratum (Plot size: <u>5 ft r</u>) 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____ _____ =Total Cover		
Woody Vine Stratum (Plot size: <u>30 ft r</u>) 1. _____ 2. _____ _____ =Total Cover	Hydrophytic Vegetation Indicators: ____ 1 - Rapid Test for Hydrophytic Vegetation ____ 2 - Dominance Test is >50% ____ 3 - Prevalence Index is ≤3.0 ¹ ____ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ____ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.	

Hydrophytic Vegetation Present? Yes _____ No <input checked="" type="checkbox"/>

Remarks: (Include photo numbers here or on a separate sheet.)
No vegetation present, sample plot is within an agricultural field.

SOIL

Sampling Point: SP-5

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0 - 16	10YR 2/1	100					Silty Clay Loam	
16 - 20	10YR 2/1	95	10YR 5/6	5	C	M	Silty Clay Loam	
20 - 26	10YR 2/1	85	10YR 5/6	15	C	M	Silty Clay Loam	
-								
-								
-								

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:	Indicators for Problematic Hydric Soils ³ :
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Iron-Manganese Masses (F12)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Red Parent Material (F21) Very
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Shallow Dark Surface (F22)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> Stratified Layers (A5)	
<input type="checkbox"/> 2 cm Muck (A10)	
<input type="checkbox"/> Depleted Below Dark Surface (A11)	
<input type="checkbox"/> Thick Dark Surface (A12)	
<input type="checkbox"/> Iron Monosulfide (A18)	
<input type="checkbox"/> Sandy Mucky Mineral (S1)	
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed): Type: <u>Compacted clay</u> Depth (inches): <u>26</u>	Hydric Soil Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
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Remarks:

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (minimum of two required)	
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)	
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Drainage Patterns (B10)	
<input checked="" type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)	
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Crayfish Burrows (C8)	
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)	
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)	
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> Geomorphic Position (D2)	
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> FAC-Neutral Test (D5)	
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Data (D9)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Other (Explain in Remarks)		

Field Observations: Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Saturation Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Depth (inches): <u>1-4</u> (includes capillary fringe)	Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
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Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Saturation only present in first four inches.

VEGETATION Continued – Use scientific names of plants.

 Sampling Point: SP-5

<u>Tree Stratum</u>	Absolute % Cover	Dominant Species?	Indicator Status	Definitions of Vegetation Strata: Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height. Sapling/Shrub – Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall. Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants less than 3.28 ft tall. Woody Vine – All woody vines greater than 3.28 ft in height.
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
			=Total Cover	
<u>Sapling/Shrub Stratum</u>				
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
			=Total Cover	
<u>Herb Stratum</u>				
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
14. _____	_____	_____	_____	
15. _____	_____	_____	_____	
16. _____	_____	_____	_____	
17. _____	_____	_____	_____	
18. _____	_____	_____	_____	
19. _____	_____	_____	_____	
20. _____	_____	_____	_____	
21. _____	_____	_____	_____	
22. _____	_____	_____	_____	
			=Total Cover	
<u>Woody Vine Stratum</u>				
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
			=Total Cover	

Remarks: (Include photo numbers here or on a separate sheet.)

No vegetation present, sample plot is within an agricultural field.

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Midwest Region See ERDC/EL TR-10-16; the proponent agency is CECW-COR	OMB Control #: 0710-0024, Exp: 09/30/2027 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: Project Cardinal City/County: Kendall County Sampling Date: 2025-04-24
Applicant/Owner: Pioneer Development, LLC State: Illinois Sampling Point: SP-6
Investigator(s): Burns & McDonnell (C. Most, L. Belleville) Section, Township, Range: S05 T37N R7E
Landform (hillside, terrace, etc.): Depression Local relief (concave, convex, none): Concave
Slope (%): 1 Lat: 41.70670667 Long: -88.45158353 Datum: WGS 84
Soil Map Unit Name: 149A - Brenton silt loam, 0 to 2 percent slopes NWI classification: _____
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No _____ (If no, explain in Remarks.)
Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No _____
Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No _____	Is the Sampled Area within a Wetland? Yes <input checked="" type="checkbox"/> No _____
Hydric Soil Present? Yes <input checked="" type="checkbox"/> No _____	
Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No _____	

Remarks:
SP-6 is located within PEMf W-2. The USACE Antecedent Precipitation Tool indicated the Survey Area was experiencing normal conditions at the time of field surveys.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30 ft r</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>0</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0.00</u> (A/B)	
1. _____	_____	_____	_____		
2. _____	_____	_____	_____		
3. _____	_____	_____	_____		
4. _____	_____	_____	_____		
5. _____	_____	_____	_____		
=Total Cover				Prevalence Index worksheet: Total % Cover of: Multiply by: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>0</u> x 2 = <u>0</u> FAC species <u>0</u> x 3 = <u>0</u> FACU species <u>0</u> x 4 = <u>0</u> UPL species <u>0</u> x 5 = <u>0</u> Column Totals: <u>0</u> (A) <u>0</u> (B) Prevalence Index = B/A = <u>0</u>	
Sapling/Shrub Stratum (Plot size: <u>15 ft r</u>)					
1. _____	_____	_____	_____		
2. _____	_____	_____	_____		
3. _____	_____	_____	_____		
4. _____	_____	_____	_____		
5. _____	_____	_____	_____		
=Total Cover				Hydrophytic Vegetation Indicators: ____ 1 - Rapid Test for Hydrophytic Vegetation ____ 2 - Dominance Test is >50% <input checked="" type="checkbox"/> 3 - Prevalence Index is ≤3.0 ¹ ____ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ____ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.	
Herb Stratum (Plot size: <u>5 ft r</u>)					
1. _____	_____	_____	_____		
2. _____	_____	_____	_____		
3. _____	_____	_____	_____		
4. _____	_____	_____	_____		
5. _____	_____	_____	_____		
6. _____	_____	_____	_____		
7. _____	_____	_____	_____		
8. _____	_____	_____	_____		
9. _____	_____	_____	_____		
10. _____	_____	_____	_____		
=Total Cover				Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No _____	
Woody Vine Stratum (Plot size: <u>30 ft r</u>)					
1. _____	_____	_____	_____		
2. _____	_____	_____	_____		
=Total Cover					

Remarks: (Include photo numbers here or on a separate sheet.)
No vegetation present, sample plot is located within an agricultural field. Vegetation is assumed to be hydrophytic due to prevalence of other wetland indicators.

SOIL

Sampling Point: SP-6

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0 - 6	10YR 2/1	100					Silty Clay Loam	
6 - 20	10YR 2/1	60	10YR 5/6	15	C	M	Silty Clay Loam	
6 - 20			10YR 5/2	25	D	M	Silty Clay Loam	
-								
-								
-								

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:	Indicators for Problematic Hydric Soils ³ :
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Iron-Manganese Masses (F12)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Red Parent Material (F21) Very
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Shallow Dark Surface (F22)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> Stratified Layers (A5)	
<input type="checkbox"/> 2 cm Muck (A10)	
<input type="checkbox"/> Depleted Below Dark Surface (A11)	
<input type="checkbox"/> Thick Dark Surface (A12)	
<input type="checkbox"/> Iron Monosulfide (A18)	
<input type="checkbox"/> Sandy Mucky Mineral (S1)	
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	
<input type="checkbox"/> Sandy Gleyed Matrix (S4)	
<input type="checkbox"/> Sandy Redox (S5)	
<input type="checkbox"/> Stripped Matrix (S6)	
<input type="checkbox"/> Dark Surface (S7)	
<input type="checkbox"/> Loamy Mucky Mineral (F1)	
<input type="checkbox"/> Loamy Gleyed Matrix (F2)	
<input type="checkbox"/> Depleted Matrix (F3)	
<input checked="" type="checkbox"/> Redox Dark Surface (F6)	
<input type="checkbox"/> Depleted Dark Surface (F7)	
<input type="checkbox"/> Redox Depressions (F8)	

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed): Type: _____ Depth (inches): _____	Hydric Soil Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Remarks:	

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (minimum of two required)	
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)	
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Drainage Patterns (B10)	
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)	
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Crayfish Burrows (C8)	
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input checked="" type="checkbox"/> Saturation Visible on Aerial Imagery (C9)	
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)	
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input checked="" type="checkbox"/> Geomorphic Position (D2)	
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> FAC-Neutral Test (D5)	
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Data (D9)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Other (Explain in Remarks)		

Field Observations: Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Saturation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ (includes capillary fringe)	Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:	
Remarks:	

VEGETATION Continued – Use scientific names of plants.

 Sampling Point: SP-6

<u>Tree Stratum</u>	Absolute % Cover	Dominant Species?	Indicator Status	Definitions of Vegetation Strata: Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height. Sapling/Shrub – Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall. Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants less than 3.28 ft tall. Woody Vine – All woody vines greater than 3.28 ft in height.
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
			=Total Cover	
<u>Sapling/Shrub Stratum</u>				
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
			=Total Cover	
<u>Herb Stratum</u>				
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
14. _____	_____	_____	_____	
15. _____	_____	_____	_____	
16. _____	_____	_____	_____	
17. _____	_____	_____	_____	
18. _____	_____	_____	_____	
19. _____	_____	_____	_____	
20. _____	_____	_____	_____	
21. _____	_____	_____	_____	
22. _____	_____	_____	_____	
			=Total Cover	
<u>Woody Vine Stratum</u>				
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
			=Total Cover	

Remarks: (Include photo numbers here or on a separate sheet.)

No vegetation present, sample plot is located within an agricultural field. Vegetation is assumed to be hydrophytic due to prevalence of other wetland indicators.

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Midwest Region See ERDC/EL TR-10-16; the proponent agency is CECW-COR	OMB Control #: 0710-0024, Exp: 09/30/2027 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: Project Cardinal City/County: Kendall County Sampling Date: 2025-04-24
Applicant/Owner: Pioneer Development, LLC State: Illinois Sampling Point: SP-7
Investigator(s): Burns & McDonnell (C. Most, L. Belleville) Section, Township, Range: S05 T37N R7E
Landform (hillside, terrace, etc.): Flat Local relief (concave, convex, none): Linear
Slope (%): 0 Lat: 41.70668964 Long: -88.45166761 Datum: WGS 84
Soil Map Unit Name: 152A - Drummer silty clay loam, 0 to 2 percent slopes NWI classification: _____
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No _____ (If no, explain in Remarks.)
Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No _____
Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes _____ No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes _____ No <input checked="" type="checkbox"/>
Hydric Soil Present? Yes _____ No <input checked="" type="checkbox"/>	
Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>	

Remarks:
SP-7 is located within an upland adjacent to W-2. The USACE Antecedent Precipitation Tool indicated the Survey Area was experiencing normal conditions at the time of field surveys.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30 ft r</u>) 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ _____ =Total Cover	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>0</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0.00</u> (A/B)	
Sapling/Shrub Stratum (Plot size: <u>15 ft r</u>) 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ _____ =Total Cover		Prevalence Index worksheet: Total % Cover of: Multiply by: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>0</u> x 2 = <u>0</u> FAC species <u>0</u> x 3 = <u>0</u> FACU species <u>0</u> x 4 = <u>0</u> UPL species <u>0</u> x 5 = <u>0</u> Column Totals: <u>0</u> (A) <u>0</u> (B) Prevalence Index = B/A = <u>0</u>
Herb Stratum (Plot size: <u>5 ft r</u>) 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____ _____ =Total Cover		
Woody Vine Stratum (Plot size: <u>30 ft r</u>) 1. _____ 2. _____ _____ =Total Cover	Hydrophytic Vegetation Indicators: ____ 1 - Rapid Test for Hydrophytic Vegetation ____ 2 - Dominance Test is >50% ____ 3 - Prevalence Index is ≤3.0 ¹ ____ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ____ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.	

Hydrophytic Vegetation Present? Yes _____ No <input checked="" type="checkbox"/>

Remarks: (Include photo numbers here or on a separate sheet.)
No vegetation present, sample plot is within an agricultural field.

SOIL

Sampling Point: SP-7

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0 - 18	10YR 2/1	100						
18 - 20	10YR 2/1	90	10YR 4/2	8	D	M	Silty Clay Loam	
18 - 20			10YR 5/4	2	C	M	Silty Clay Loam	
-								
-								
-								

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:	Indicators for Problematic Hydric Soils ³ :
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Iron-Manganese Masses (F12)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Red Parent Material (F21) Very
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Shallow Dark Surface (F22)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> Stratified Layers (A5)	
<input type="checkbox"/> 2 cm Muck (A10)	
<input type="checkbox"/> Depleted Below Dark Surface (A11)	
<input type="checkbox"/> Thick Dark Surface (A12)	
<input type="checkbox"/> Iron Monosulfide (A18)	
<input type="checkbox"/> Sandy Mucky Mineral (S1)	
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed): Type: _____ Depth (inches): _____	Hydric Soil Present? Yes _____ No <input checked="" type="checkbox"/>
Remarks:	

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (minimum of two required)	
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)	
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Drainage Patterns (B10)	
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)	
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Crayfish Burrows (C8)	
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)	
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)	
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> Geomorphic Position (D2)	
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> FAC-Neutral Test (D5)	
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Data (D9)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Other (Explain in Remarks)		

Field Observations: Surface Water Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): _____ Water Table Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): _____ Saturation Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): _____ (includes capillary fringe)	Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:	
Remarks:	

VEGETATION Continued – Use scientific names of plants.

 Sampling Point: SP-7

<u>Tree Stratum</u>	Absolute % Cover	Dominant Species?	Indicator Status	Definitions of Vegetation Strata: Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height. Sapling/Shrub – Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall. Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants less than 3.28 ft tall. Woody Vine – All woody vines greater than 3.28 ft in height.
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
			=Total Cover	
<u>Sapling/Shrub Stratum</u>				
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
			=Total Cover	
<u>Herb Stratum</u>				
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
13. _____	_____	_____	_____	
14. _____	_____	_____	_____	
15. _____	_____	_____	_____	
16. _____	_____	_____	_____	
17. _____	_____	_____	_____	
18. _____	_____	_____	_____	
19. _____	_____	_____	_____	
20. _____	_____	_____	_____	
21. _____	_____	_____	_____	
22. _____	_____	_____	_____	
			=Total Cover	
<u>Woody Vine Stratum</u>				
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
			=Total Cover	

Remarks: (Include photo numbers here or on a separate sheet.)

No vegetation present, sample plot is within an agricultural field.

Appendix C – Photograph Log



Photograph 1: View of Sample Plot (SP)-3 located within Palustrine Emergent, farmed (PEMf) Wetland (W)-1, facing south.



Photograph 2: View of SP-4 located within an upland area adjacent to W-1, facing east.



Photograph 3: View of SP-6 located within PEMf W-2, facing north.



Photograph 4: View of SP-7 located within an upland area adjacent to W-2, facing north.



Photograph 5: Representative view of Stream (S)-1 within the Survey Area, facing south towards Galena Road.



Photograph 6: Representative view of a drainage feature to S-1 within the Survey Area, facing west.



Photograph 7: Representative view of culvert that facilitates water movement to S-1 within the Survey Area, facing east.

Appendix D – Farmed Wetland Determination

FWD Summary

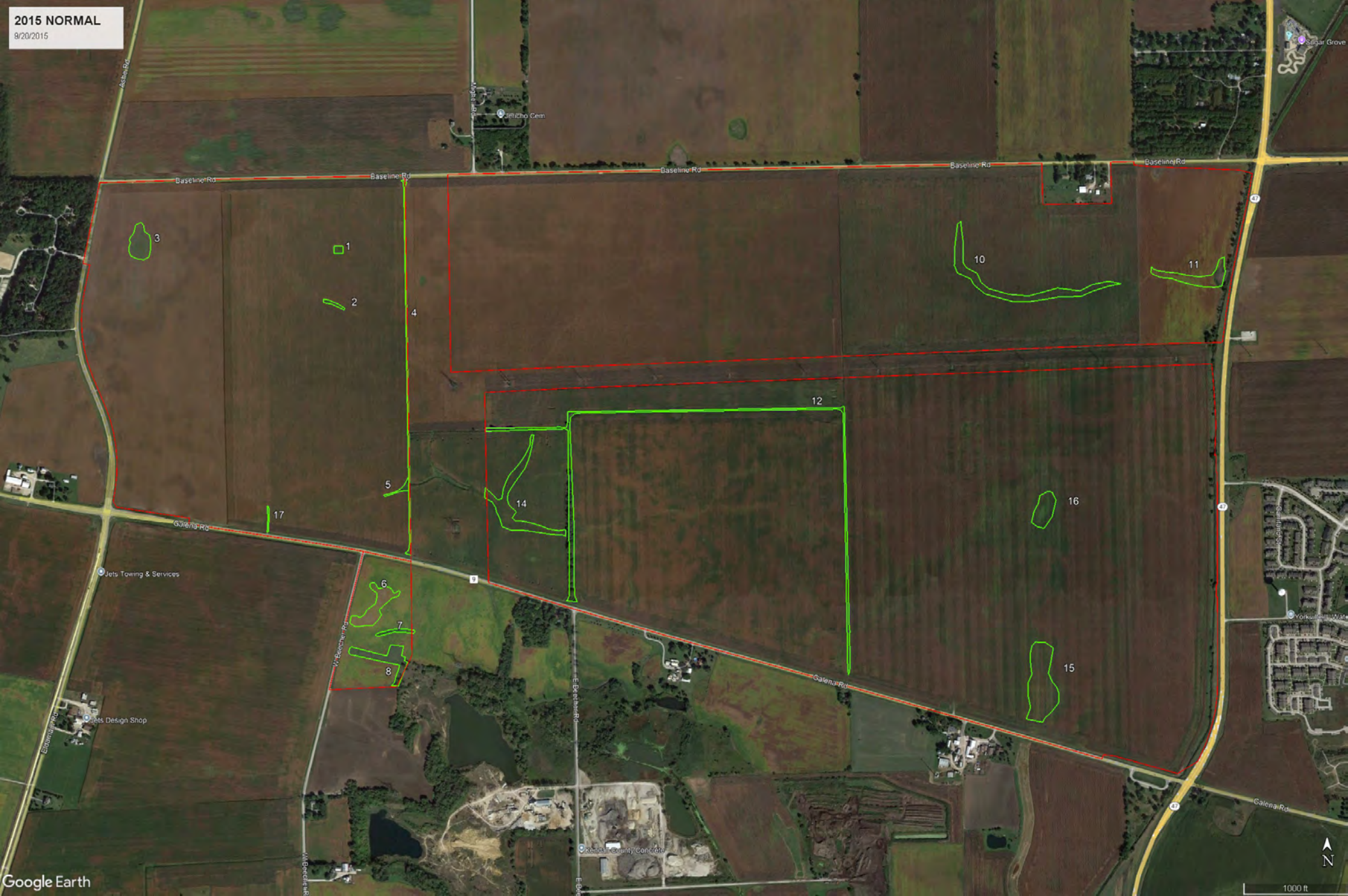
FWD Signature	WET	NORMAL/DRY					Number of Signatures Present on Normal/Dry Year Images	Mapped NWI (Y/N)	Hydric Soil	Meets FWD Requirements (Y/N)	Signature Type	Comments
Year	2013	2015	2017	2018	2023	2024						
Aerial Source	Google Earth	Google Earth	Google Earth	Google Earth	Google Earth	Google Earth						
Aerial Date	5/23/2013	9/20/2015	9/9/2017	7/11/2018	6/19/2023	5/3/2024						
APT Tool ¹	WET	NORMAL	NORMAL	NORMAL	DRY	NORMAL						
1	X	X	X	X	X	X	5	N	N	Y	SP-1	Upland vegetation
2	X	X	X	X	X	X	5	N	N	Y	SP-2	Upland vegetation, no hydric soil
3		X	X				2	N	Partial	Y	NA	Absence of Geomorphic Position
4	X	X	X	X	X	X	5	N	Partial	Y	NA	Elevated property line, upland vegetation
5	X	X	X	X	X	X	5	N	N	Y	NA	Absence of Geomorphic Position, upland vegetation
6	X	X	X	X	X		4	N	N	Y	NA	Absence of Geomorphic Position
7	X	X	X	X	X		4	N	N	Y	NA	Absence of Geomorphic Position
8	X	X	X	X	X	X	5	N	N	Y	NA	Absence of Geomorphic Position, upland vegetation
9	X						0	N	Partial	N	NA	Absence of Geomorphic Position
10	X	X	X		X	X	4	N	Partial	Y	W-1	
11	X	X			X	X	3	N	Y	Y	NA	Absence of Geomorphic Position, upland vegetation
12	X	X	X	X	X	X	5	N	Partial	Y	NA	Elevated property line, upland vegetation
13	X						0	N	N	N	NA	Absence of Geomorphic Position
14	X	X			X	X	3	N	N	Y	NA	Absence of Geomorphic Position
15	X	X				X	2	N	Partial	N	NA	Absence of Geomorphic Position
16	X	X		X			2	N	Partial	N	NA	Absence of Geomorphic Position
17	X	X	X	X	X	X	5	N	Partial	Y	NA	Field Access entrance

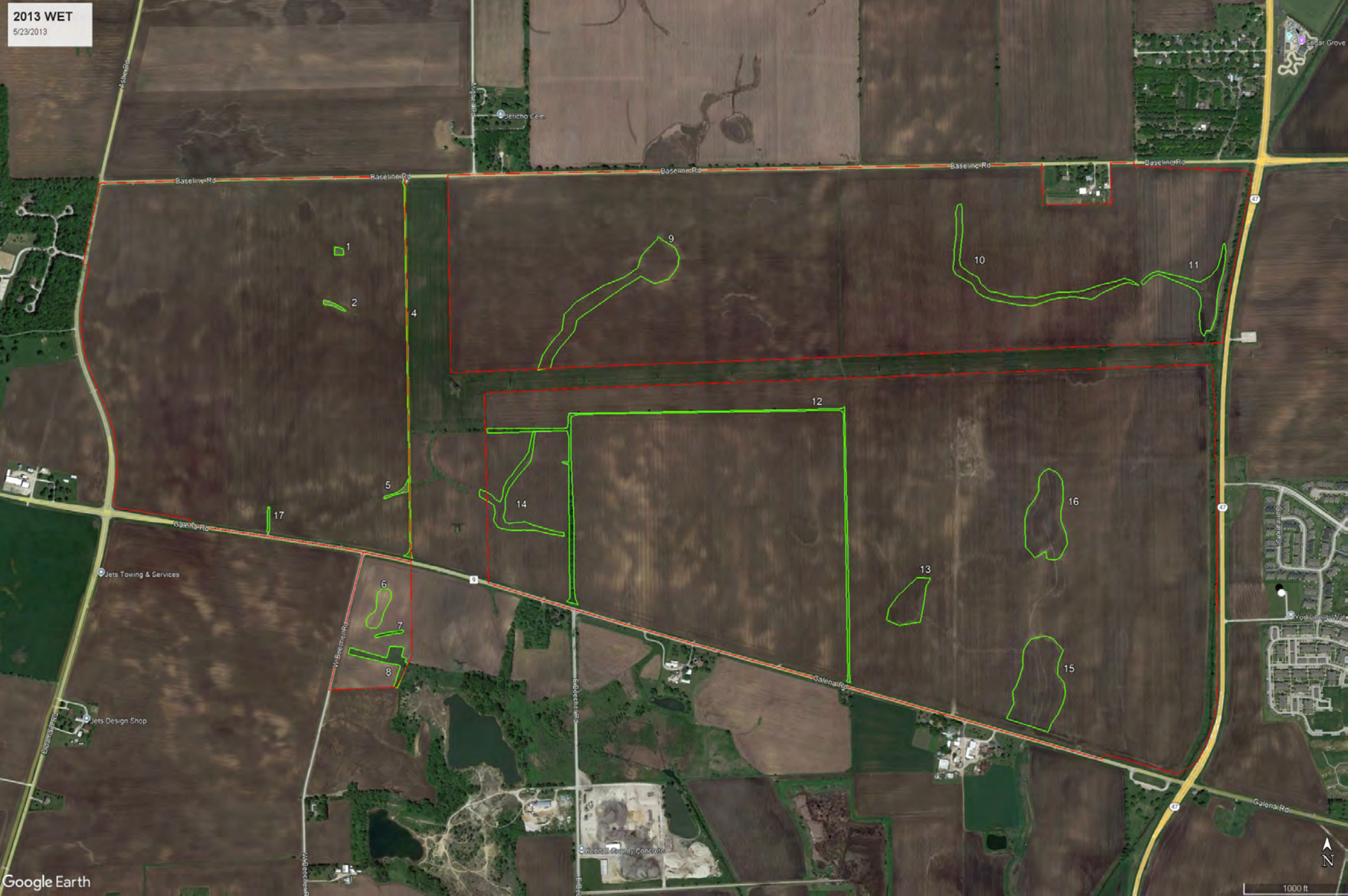
¹ Antecedent Precipitation Tool (APT) <https://www.epa.gov/nwpr/antecedent-precipitation-tool-apt>













PROJECT CARDINAL

Section 11

Security Fencing



Security Fencing

Project Cardinal

PROJECT NO. 182671

REVISION A

MARCH 14, 2025



Proposed Security Fence Details

Option A: Ameristar Perimeter Security USA Inc

1. Product Name: Ameristar Impasse II
2. Description: Ornamental high security fence system
3. Fence Height: 10'-0" overall including foundation elements
4. Finish/Color: Power coated black (all elements)

Option B: Betafence USA (Guardiar)

1. Product Name: Palisade
2. Description: Ornamental high security fence system
3. Fence Height: 10'-0" overall including foundation elements
4. Finish/Color: Powder coated black (all elements)

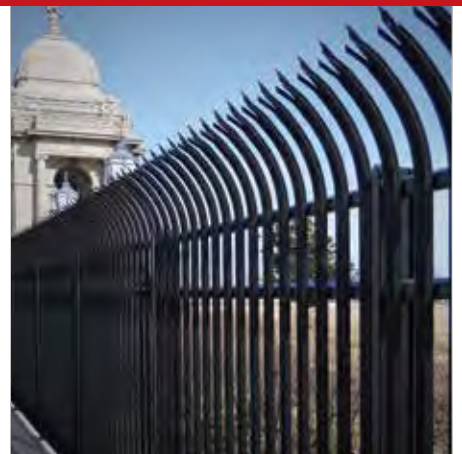


Appendix A – Ameristar Impasse II

IMPASSE II[®]



HIGH SECURITY STEEL PALISADE FENCING



FENCE PRODUCTS

AMERISTARFENCE.COM | 800-321-8724

Experience a safer and more open world

AMERISTAR[®]

ASSA ABLOY



AESTHETIC APPEAL. UNPARALLELED PROTECTION.

Traditional security fences of chain link or wire mesh *are no longer enough* to meet today's increased security demands. Ameristar's Impasse II security fence offers the *resistive strength* of heavy-duty *steel pales secured vertically* to a framework of *specially formed rails and I-beam posts*. The stylish design of the Impasse II, combined with its strength and security, *provides a successful first line of defense*.



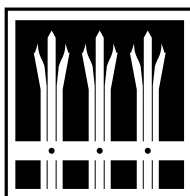


Primary applications for Impasse II ornamental steel fence systems include:

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

IMPASSE II[®]

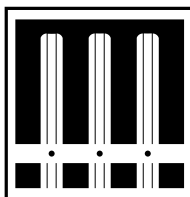
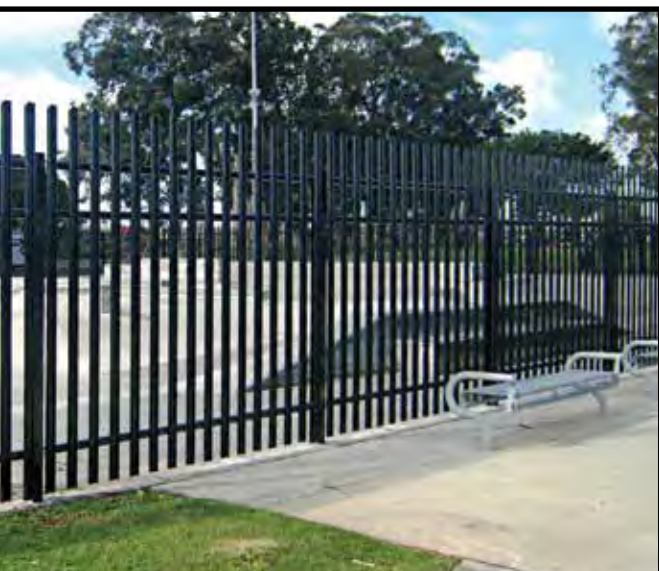
HIGH SECURITY STEEL PALISADE FENCE



TRIDENT[™]

The Impasse Trident *pale rises above the topmost rail and terminates with a menacing triple-pointed splayed spear tip.* The intimidating look of the Trident corrugated pale is a *visual deterrent* to any who would dare to intrude.

- 3-RAIL PANELS | 6', 7', 8', 9' & 10' HEIGHTS
- 2-RAIL PANELS | 6', 7' & 8' HEIGHTS

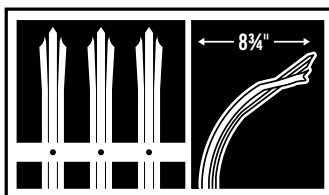


STRONGHOLD[™]

The *blunt, slightly rounded tip* of the Stronghold offers strength when necessary, while providing *safety and security to the general public.* The Stronghold features the *same structural configurations of its high-security counterparts.*

- 3-RAIL PANELS | 6', 7', 8', 9' & 10' HEIGHTS
- 2-RAIL PANELS | 6', 7' & 8' HEIGHTS

2.75"w x 14ga PALES | 2" x 2" x 11ga RAILS | 3" x 2.75" x 12ga & 4" x 2.75" x 11ga I-BEAM POSTS



GAUNTLET™

Gauntlet is designed with *high-tensile steel corrugated pales that rise above the topmost rail with an outward curve* and terminate with a triple-pointed splayed spear tip. The outward curved pales *discourage attempts to gain access* by would be intruders.

- 3-RAIL PANELS | 7', 8', 9' & 10' HEIGHTS
- 2-RAIL PANELS | 7' & 8' HEIGHTS

ANTI-SCALE OPTION

The Impasse II *Anti-Scale fence system* has *decreased pale spacing*, which helps deter the assailant from climbing, and *increases the delay time when trying to cut or pry through the fence*.

COLOR OPTIONS



Custom colors also available

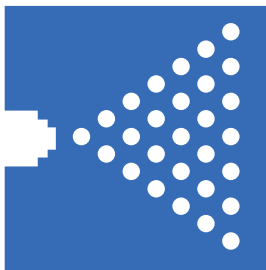




PERMACOAT™

Impasse II is protected by the unique PermaCoat process. Our **PRE-GALVANIZED STEEL BASE MATERIAL** is subjected to an **11-STAGE PROCESS** to cleanse & prepare the steel for a **DUAL TOP-COAT FINISH**. PermaCoat's corrosion resistant abilities far surpass those of painted surfaces and have a "no-mar" polyester powder top coat. This dual coating not only provides **RESISTANCE FROM WEATHERING** but also reduces scratch & burnishing marks typically encountered during shipping.

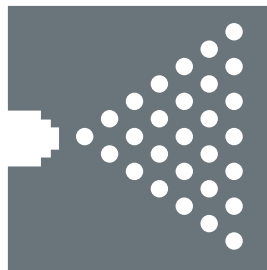
PRE-TREATMENT



ALKALINE WASH

Cleans metal for proper adhesion of zinc phosphate

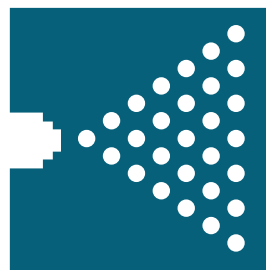
1



FIXIDINE RINSE

Rinses excess alkaline prior to zinc phosphate application

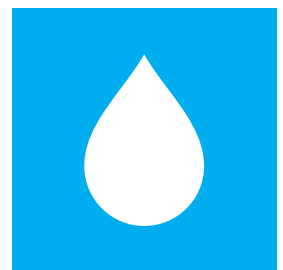
2



PHOSPHATE RINSE

Corrosion resistant layer that assists in bonding powder coating

3

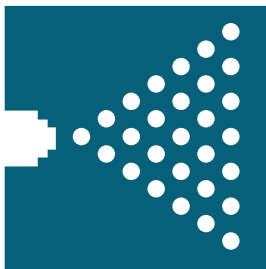


CLEAR WATER RINSE

A bit of clean H2O to prep for the next phase

4

DOUBLECOATING



EPOXY POWDER COAT

Epoxy powder is electrostatically applied

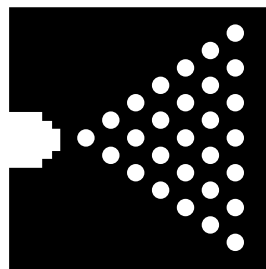
8



EPOXY GEL OVEN

Powder is gelled & cured to finish coat

9



POLYESTER POWDER

TGIC powder is electro-statically applied

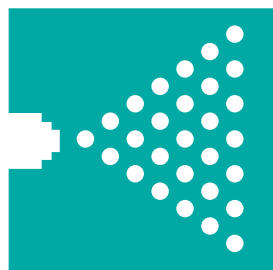
10



FINISH CURING OVEN

Seals finish for years of maintenance free use

11



NON-CHROMATE SEAL

Barrier to prevent moisture from reaching base metal

5



CLEAR WATER RINSE

Final wash in H₂O to remove any excess debris or particles

6



DRYING OVEN

Eliminates all moisture prior to double coating

7

ONCE COMPLETED, THESE 7-STAGES WILL HAVE **REMOVED EVERYTHING** FROM THE SURFACE OF THE STEEL THAT **MIGHT INHIBIT** THE FINISH FROM **PROPERLY ADHERING** DURING THE **NEXT 4-STAGES** OF THE COATING PROCESS.

CORROSION TESTING

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



PAINTED STEEL



PRIMED & PAINTED STEEL



SINGLE COAT PROCESS
Iron Phosphate +
Polyester Powder Coat



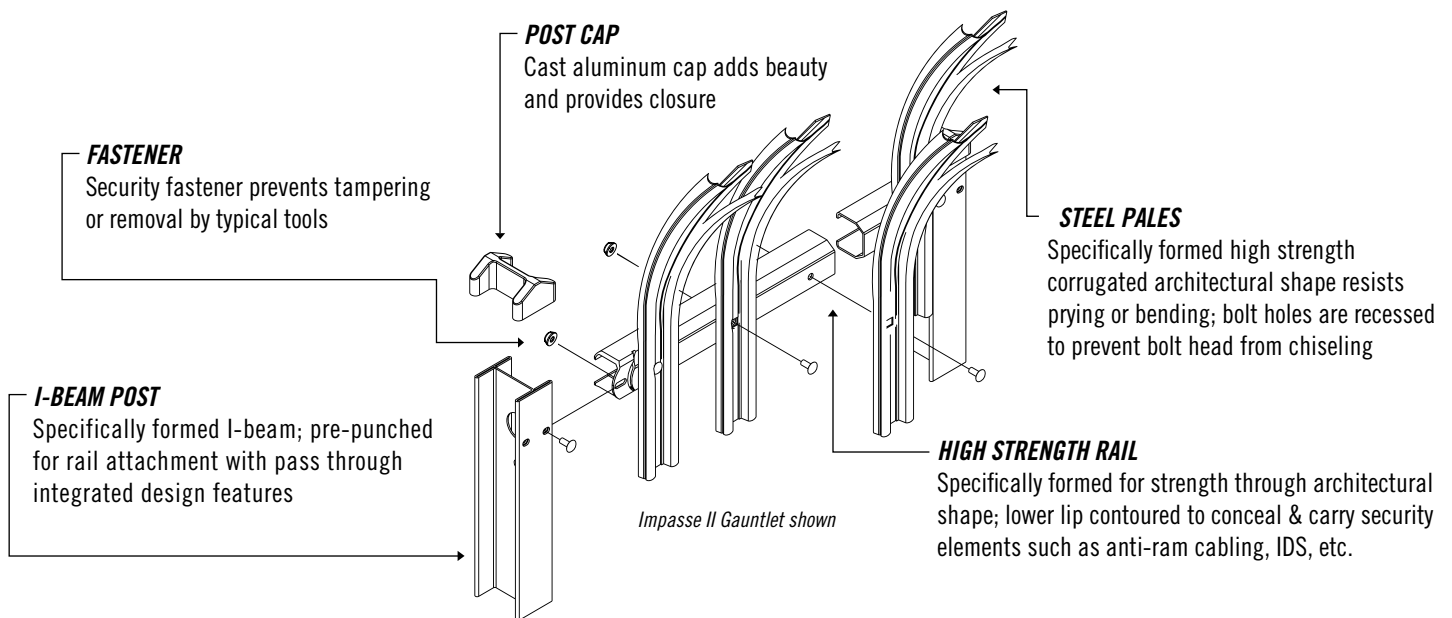
SINGLE COAT PROCESS
Zinc Phosphate +
Polyester Powder Coat



PERMACOAT PROCESS
Zinc Phosphate +
Epoxy Powder Coat +
Polyester Powder Coat

IMPASSABLE DESIGN

Impasse II panels and posts are manufactured using **HIGH-TENSILE PRE-GALVANIZED G-90 STEEL**. Each component has been **ROLL-FORMED** into a unique profile that yields significant strength properties. Impasse II's distinct design enables the fence to **TRAVERSE AGGRESSIVE CHANGES IN GRADE IN ORDER TO MAINTAIN SECURITY** along any perimeter. Each connection point of the Impasse II system is secured with **TAMPER-PROOF FASTENERS** providing the **HIGHEST LEVEL OF SECURITY & VERSATILITY**.



PRIVACY SCREENING OPTION

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



Certified by the US Department of Homeland Security as a method of risk management against acts of terrorism



Ameristar's Impasse II is backed by over 30 years of excellence in the fencing industry



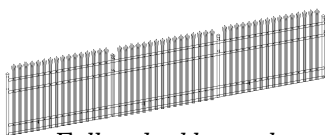
Ameristar is committed to providing products that meet the Buy American Act



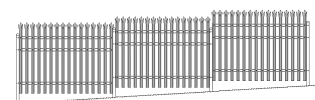
Ameristar products have the opportunity to earn LEED points

RAKEABLE VS STAIR-STEP

Biasability at a minimum of 25% that requires no additional assembly. This unique feature eliminates unsightly stair-stepping panels.



Fully rakeable panels



Stair-stepping panels

DESIGN INTEGRATION

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



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

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

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

STALWART IS[®]

ANTI-RAM BARRIER + SECURITY FENCE

Stalwart IS unites the *strongest security fence available* with the *most widely used anti-ram perimeter barrier*. The appearance of Stalwart IS is a great *visual deterrent* that delivers strength and fortitude for keeping any assailant from easily breaching the perimeter.

M50 M40 M30

PU60 PU50 K12 K8 K4

Stalwart IS offers *multiple anti-ram ratings*. Each installation can be designed with the most appropriate standoff distance from the asset.



ARCHITECTURAL SUPPORT & SOLUTION SPECIALISTS

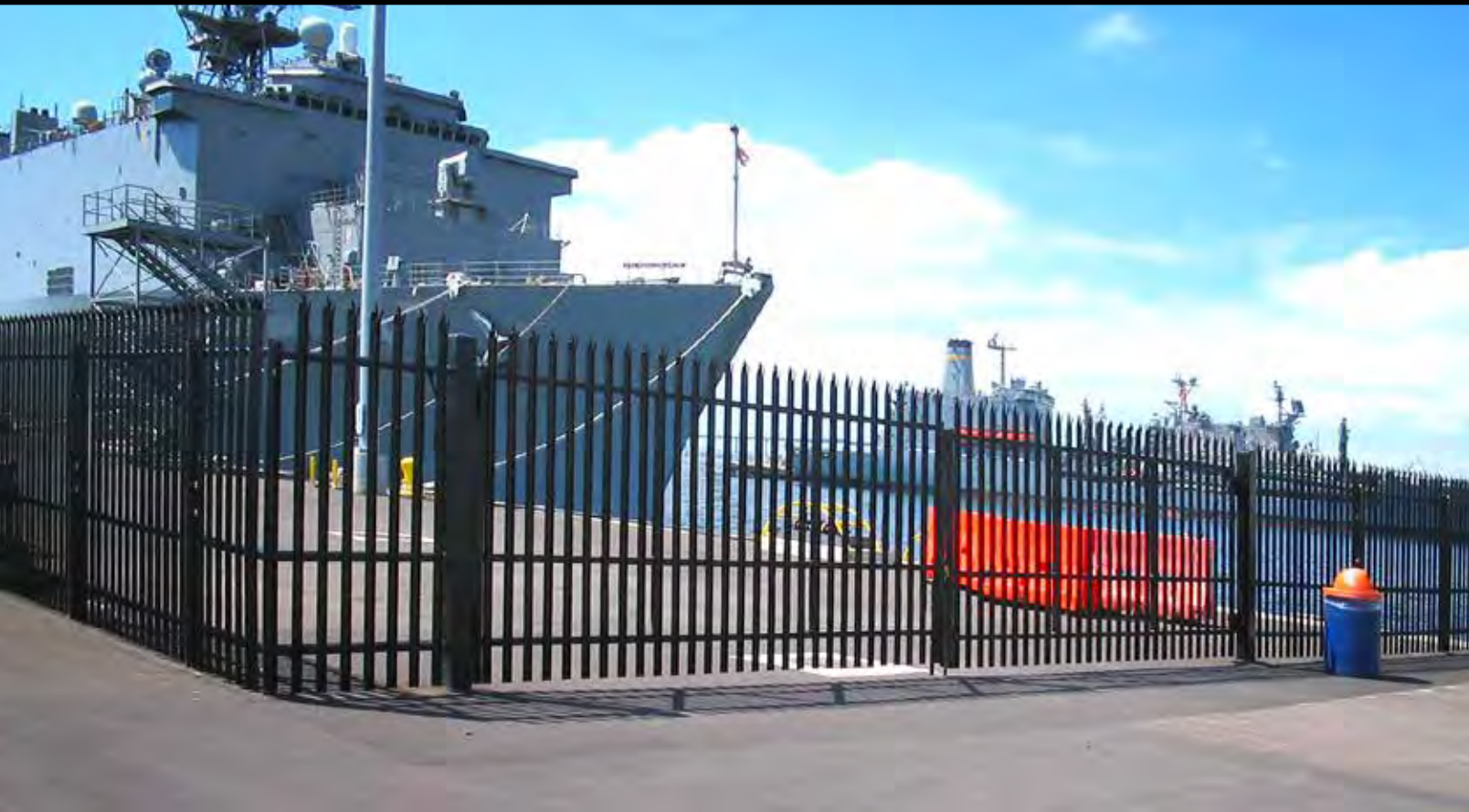


Ameristar's *Project Solution Specialists* are *experienced in every facet of perimeter security design*. Our goal is to assist the architectural community in finding the *best perimeter & entry solutions* for their projects. Ameristar's extensive library of project photos, CAD drawings, architectural specifications & project budget quotes are just a few of the services *our team offers to complete your project design*.

SLIDE GATES & SWING GATES

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

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



WHY CHOOSE AMERISTAR

➤ KNOWLEDGE & EXPERIENCE

Ameristar was chartered over *30 years ago* in response to the *demand by consumers & specifiers for specialty fence products*. Ameristar offers an *aesthetically pleasing product* that is both *high in quality & affordability*. This has been achieved by maximizing *high-volume productivity*, increasing product design strength, and promoting *simplistic installation*.

➤ PROVEN CAPABILITY

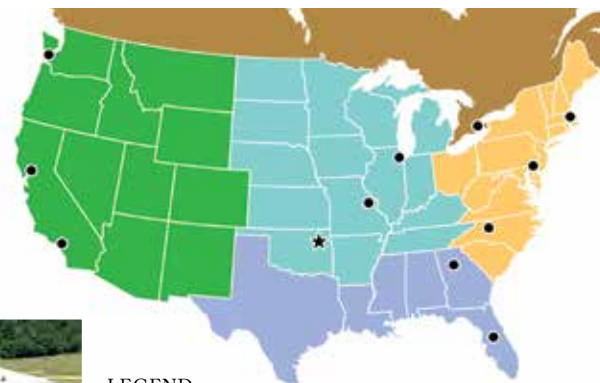
Ameristar's integrated *in-house process & extensive raw material inventory* results in much improved productivity and availability compared to the competition. By having a *vast finished goods inventory*, Ameristar is capable of *delivering finished products faster* than competitors who sublet the majority of their operations.

➤ INDUSTRY LEADERSHIP

Over the years Ameristar has continually *raised the bar* across the board in the *manufacturing of high quality*, innovative fencing products. Our demonstrated commitment to *upholding higher values* translates into superior products that *go far beyond* merely meeting minimum industry standards.



Ameristar's world headquarters, manufacturing & coil processing facilities in Tulsa, Oklahoma, USA.



LEGEND

- ★ Ameristar Headquarters
- Sales & Service Centers

#9718 | REVISED 10/2021



FENCE PRODUCTS

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Experience a safer and more open world

AMERISTAR®

ASSA ABLOY

Appendix B – Betafence Palisade

ARCHITECTURAL SECURITY BARRIER

- ## BENEFITS

The Palisade system presents an architecturally-pleasing security barrier designed to deter attacks and discourage scaling. The high-strength steel construction delays intrusion attempts by enough time for security response teams to deploy effectively.

Because of its unique rail support, Palisade is fast and easy to install, even on sloping surfaces. Depending on security requirements, rail and post spacing is fully customizable.

This barrier solution can be integrated with Intrusion Detection and other electronic security components, protecting cabling through a raceway of steel rails within the framework of the Palisade Fence System.

Anti-Ram Barriers can be integrated into Palisade or installed as a stand-alone solution providing formidable resistance to vehicular attack.

Complete Range



Pinnacle Round Top



Defender Splayed



Pinnacle Splayed

Panels

Panels feature strong and secure steel pales available in two designs depending on security and architectural requirements. Available in 8' and 10' heights.

Posts and rails

Panels are installed on rails in front of the posts, allowing for a finished and seamless appearance. This configuration allows for faster installation – and means that exact post spacings are not a requirement.

Gates

Choose from a wide range of gate styles including pedestrian and vehicular swing gates, as well as slide and cantilever gates.

Superior Coating

Palisade panels and gates are manufactured with galvanized tubular steel, then protected by Betafence's exclusive Super-Durable powder coating. This coating provides longer protection from U.V. rays and salt spray than either E-Coat or standard polyester coatings.



Surveillance friendly

Surveillance systems have unobstructed visibility of activity behind the fence.

Warranty

Palisade is backed by a 15-Year Manufacturer's Warranty, giving you the peace of mind that the world's leading producer of fencing stands behind this product.

PALISADE STANDARD CONFIGURATIONS

Panel Height	Pales	Air Spacing	Rails	Posts
8', 10'	15 ga.	3-1/4"	2" TS x 14 ga.	3" TS x 12 ga. 4" TS x 11 ga.

Betafence

3309 SW Interstate 45, Ennis, TX 75119 USA

Tel: +1 972 878 7000 | +1 888 650 4766

Betafence is the world market leader in fencing solutions, access control and detection for perimeter protection. All Betafence companies and product names are trademarks owned by PRÆSIDIAD Group Limited. Modification in products and assortment are subject to change without prior notice.

Proud to be a PRÆSIDIAD brand, Betafence is part of a global network, working alongside Guardiar and Hesco as a leader in perimeter security systems and solutions. For more information please visit praesidiad.com.

BETAFENCE

Securing What Matters

betafence.com/contact



July 1, 2025

Project Cardinal - Design Team
Pioneer Development

Re: Project Cardinal Preliminary Sound Study

Burns & McDonnell was retained by Pioneer Development (“Pioneer”) to conduct a preliminary sound study (the “Study”) for the proposed Project Cardinal Data Center Development (the “Project”). The objective of the Study was to estimate future noise impacts from operational equipment at the Project’s property boundaries.

The Project is proposed to be located in Yorkville, Illinois. The current site plan is presented in Figure 1 and includes fourteen (14) two-story data center buildings. The design includes eleven (11) large (~680,600 square foot) buildings and three (3) smaller (~390,000 square foot) buildings. The large buildings were modeled with 108 rooftop chillers and 80 auxiliary generators at ground level. The smaller buildings include 54 rooftop chillers and 40 auxiliary generators. The buildings, barriers, layout, and equipment counts were provided by Pioneer for the current design. However, this design is preliminary and would likely evolve throughout the detailed design stages of the Project. This analysis included predictive modeling to estimate Project-generated sound levels in the surrounding community for two operational scenarios. A comparison to the local sound level limits was performed at the Project boundaries. Sound level impacts at the nearest noise sensitive receptors would be expected to be lower as Project-generated sound would attenuate as it moves offsite.

Acoustic Terminology

The term “sound level” is often used to describe two different sound characteristics: sound power and sound pressure. Every source that produces sound has a sound power level (PWL). The PWL is the acoustical energy emitted by a sound source and is an absolute number that is not affected by the surrounding environment. The acoustical energy produced by a source propagates through media as pressure fluctuations. These pressure fluctuations, also called sound pressure levels (SPL), are what human ears hear and microphones measure.

Sound is physically characterized by amplitude and frequency. The amplitude of sound is measured in decibels (dB) as the logarithmic ratio of a sound pressure to a reference sound pressure (20 micropascals). The reference sound pressure corresponds to the typical threshold of human hearing. To the average listener, a 3-dB change in a continuous broadband sound is generally considered “just barely perceptible”; a 5-dB change is generally considered “clearly noticeable”; and a 10-dB change is generally considered a doubling (or halving, if the sound is decreasing) of the apparent loudness.

Sound waves can occur at many different wavelengths, also known as the frequency. Frequency is measured in hertz (Hz) and is the number of wave cycles per second that occur. The typical human ear can hear frequencies ranging from approximately 20 to 20,000 Hz. Normally, the human ear is most sensitive to sounds in the middle frequencies (1,000 to 8,000 Hz) and is less sensitive to sounds in the lower and higher frequencies. As such, the A-weighting scale was developed to simulate the frequency response of the human ear to sounds at typical environmental levels. The A-weighting scale emphasizes sounds in the middle frequencies and de-emphasizes sounds in the low and high frequencies. Any sound level to which the A-weighting scale has been applied is expressed in A-weighted decibels, or dBA.

Sound in the environment is constantly fluctuating, as when a car drives by, a dog barks, or a plane passes overhead. Therefore, sound metrics have been developed to quantify fluctuating environmental sound levels. These metrics include the exceedance sound level. The exceedance sound level is the sound level exceeded during “x” percent of the sampling period and is also referred to as a statistical sound level. Common exceedance sound level values are the 10-, 50-, 90-percentile exceedance sound levels, denoted by L_{10} , L_{50} , and L_{90} . The equivalent-continuous sound level (L_{eq}) is the logarithmic average (i.e., energy

average) of the varying sound over a given time period and is the most common metric used to describe sound. The L_{90} is typically considered the “background” sound level since it excludes many short, intermittent sounds and captures the sound levels experienced most of the time (i.e., sound levels 90 percent of the time).

City of Yorkville Noise Ordinance

The Code of Ordinances of Yorkville, Illinois Title IV, Chapter 4 limits noise levels from the Project. The ordinance states, “No person shall operate or cause to be operated any source of sound in such a manner as to create a sound level which exceeds the sound level limits in table 1 of this section, as adjusted according to table 2 of this section.” Table 1 is reproduced below.

Table 1: Sound Level Limits

Time of Day	Receiving Property Land Use		
	Residential	Commercial	Public Parks and Other Public Open Spaces
Daytime (7:00 a.m. - 10:00 p.m.)	60 dBA	67 dBA	67 dBA
Nighttime (10:00 p.m. - 7:00 a.m.)	50 dBA	67 dBA	67 dBA

Table 2 of the ordinance provides adjustments for varying durations of noise within a given hour as well as penalties to apply for noise of an impulsive character or tonal. The specific equipment manufacturers and models for the Project have not been selected at this time. The type of equipment that generates noise as part of the Project (chillers and emergency generators) does not operate in an impulsive manner and the equipment can be specified and procured to not emit prominent discrete tones or tonal noise. Provided the developer of the Project selects non-tonal equipment for operations, the continuous noise generated by the Project would be limited to 60 dBA during the day and 50 dBA during the night at residential receptors. The City of Yorkville ordinance includes an exemption for “emergency short term operations.” The City of Yorkville has confirmed that the operation of the emergency generators during a full blackout would be exempt from the noise limits according to the exemption.

Design goals have been developed for the Project boundary based on the City of Yorkville ordinance. For normal operation, which could generate noise at any time of the day, the design goal is 50 dBA at the receiving residential property boundaries to meet the nighttime sound level limits. For generator testing, which occurs during daytime hours, the design goal is 60 dBA to meet daytime limits when maintenance generator testing would occur.

Ambient Measurements

Variations in noise environments are typically due to existing land uses, population density, and proximity to transportation corridors. Elevated existing ambient sound levels in the region occur near major transportation corridors such as interstate highways and in areas with higher population densities. Principal contributors to the existing noise environment likely include motor vehicle traffic on local roadways, typical agricultural noise sources, and natural sounds such as birds, insects, and leaf or vegetation rustle during elevated wind conditions. Diurnal effects result in sound levels that are typically quieter during the night than during the daytime, except during periods when evening and nighttime insect noise dominates in warmer seasons.

Burns & McDonnell personnel conducted sound level measurements to establish the existing background sound levels in the area surrounding the Project site. Sound levels were measured using Larson Davis Model 821 sound level meters with associated preamplifiers and ½-inch free-field precision microphones meeting ANSI S1.4 Type 1 specifications. One-half inch random-incidence microphones were used on the meters. All measurement and field calibration equipment were certified by

a traceable laboratory within 12 months prior to the measurement. Field calibration confirmations were performed before and after the long-term measurements and before and after each set of short-term measurements. The meter and calibrator were checked within a year prior of the measurements to verify compliance with the U.S. National Institute of Standards and Technology specifications. The calibration drift was within tolerance over the duration of the measurement survey.

The survey was undertaken continuously from June 17 to 18, 2025, during daytime and nighttime hours. Weather data was reviewed from a nearby weather station (Weather Station ID: KILYORKV81). Average wind speeds were within industry guidance and the only recorded precipitation recorded during the measurement period was at the very end of the measurement at 1:00 p.m. on June 18th. Continuous sound level measurements were collected at the boundaries of the proposed Project in the four cardinal directions. The measurement locations are provided in Figure 2 of Attachment 1. A summary of the ambient measurements is provided in Table 2 below and hourly average sound levels are provided in Attachment 2.

Table 2: Continuous Sound Level Monitoring Summary

Measurement Location	Time of Day	L _{eq} (dBA)	L ₉₀ (dBA)
MP1	Daytime	69	52
	Nighttime	67	40
MP2	Daytime	61	44
	Nighttime	59	39
MP3	Daytime	69	48
	Nighttime	67	40
MP4	Daytime	59	37
	Nighttime	57	37

Sound levels in the Project area were variable; the major noise sources across the Project area included local traffic (passenger cars and large trucks) and typical sounds of nature (insects and bird calls). Transient noise levels were greater along local traffic thoroughfares (Highway 47 and Galena Road). Sound levels are provided in both L_{eq} and L₉₀ to represent the background ambient sound levels for the Project. The L₉₀ sound levels exclude the majority of the instantaneous and intermittent noise from occasional traffic. L₉₀ is generally used to represent the typical background noise for a given area.

Sound Modeling Methodology

Sound modeling was performed using the industry-accepted sound modeling software Computer Aided Noise Abatement (CadnaA), version 2025. The software is a scaled, three-dimensional program that takes into account air absorption, terrain, ground absorption, reflections and shielding for each piece of sound-emitting equipment and predicts sound pressure levels. The model calculates sound propagation based on International Organization of Standardization (ISO) 9613-2:2024, General Method of Calculation. ISO 9613-2 assesses the sound level propagation based on the octave band center-frequency range.

The ISO standard considers sound propagation and directivity. The software calculates sound propagation using omnidirectional, downwind sound propagation and worst-case directivity factors. In other words, the model assumes that each piece of equipment propagates its worst-case sound levels in all directions at all times. Empirical studies accepted within the industry have demonstrated that modeling may over-predict sound levels in certain directions, and as a result, modeling results generally are considered a conservative measure of a project's actual sound level. The modeled atmospheric conditions were assumed to be calm, and the temperature and relative humidity were left at the program's default values. Reflections and shielding were considered for sound waves encountering physical structures.

Project Sound Sources

The sound level design goal is applicable at the Project property line and the most impacted locations were identified surrounding the Project. Project sound sources were modeled in the locations shown in Figure 1 of Attachment 1. A summary of the modeling assumptions for each piece of equipment is provided in Table 3. Each chiller was estimated to have an overall sound power level of 91 dBA. This would likely be a low-noise option, or a model which may include mitigation in detailed design. Each emergency generator was estimated to have an overall sound power level of 105 dBA (sound pressure level of 65 dBA at 50 feet). The generators were modeled inclusive of both the generator enclosure and exhaust stack. Substation transformers have not yet been coordinated with the utility and can be updated in the model once information is received.

Table 3: Predictive Modeling Sound Level Inputs

Source	Number of Sources	Modeled Equipment Sound Level Assumption ^a
Chillers (Low-Noise)	1,350	L _w = 91 dBA
Emergency Generators	1,000	L _p = 65 dBA at 50 feet

(a) L_w = sound power level; L_p = sound pressure level; dBA = A-weighted decibels

Operational Scenario Assumptions

The model was evaluated for two operational scenarios: Normal Operation and Generator Testing. Normal Operation represents the condition where all campus chillers are at 100% load without the use of generators. Generator Testing represents the condition where all campus chillers are at 100% load and two generators per data center building are being tested at 100% load. Emergency operations would represent a condition during an emergency situation where all equipment is operation and running at 100% load. The emergency operation scenario was not modeled because it is not considered “normal conditions” and the City of Yorkville confirmed the emergency scenario is exempt from the limits. A summary of each modeled scenario is provided in Table 4.

Table 4: Summary of Operating Scenarios

Operating Scenario	Normal Operation	Generator Testing	Emergency Operation
Design Goal	50 dBA at property lines	60 dBA at property lines	--
Equipment in Operation for Each Scenario			
Chiller	All On at 100% Load	All On at 100% Load	All On at 100% Load
Generators	All Off	2 per Building at 100% Load	All On at 100% Load

Sound Modeling Results

The Project equipment was modeled using the provided sound level assumptions for Normal Operation and Generator Testing scenarios. A tabulated summary of the most impacted property line location is provided in Table 5.



Table 5: Modeled Project Sound Levels at Property Lines

Receiver	Modeled Sound Level (dBA)	
	Normal Operation	Generator Testing
Boundary NW	47	48
Boundary NE	50	50
Boundary E	49	49
Boundary SE	50	50
Boundary SW	49	49
Boundary NW	48	48

The most impacted property line receivers were modeled to be below the design goals during Normal Operation and Generator Testing. Sound level contours were generated for the two operating scenarios, in 5-dBA increments, at a height 5 feet above grade as shown in Figure 3 and Figure 4 of Attachment 1.

Conclusion

Burns & McDonnell provided an acoustic analysis for the proposed Project Cardinal data center based on representative equipment sound levels and the site plan provided. The modeling results show that the Project design can feasibly meet the City of Yorkville sound level limits through the use of low-noise chillers.

Sincerely,

Burns & McDonnell

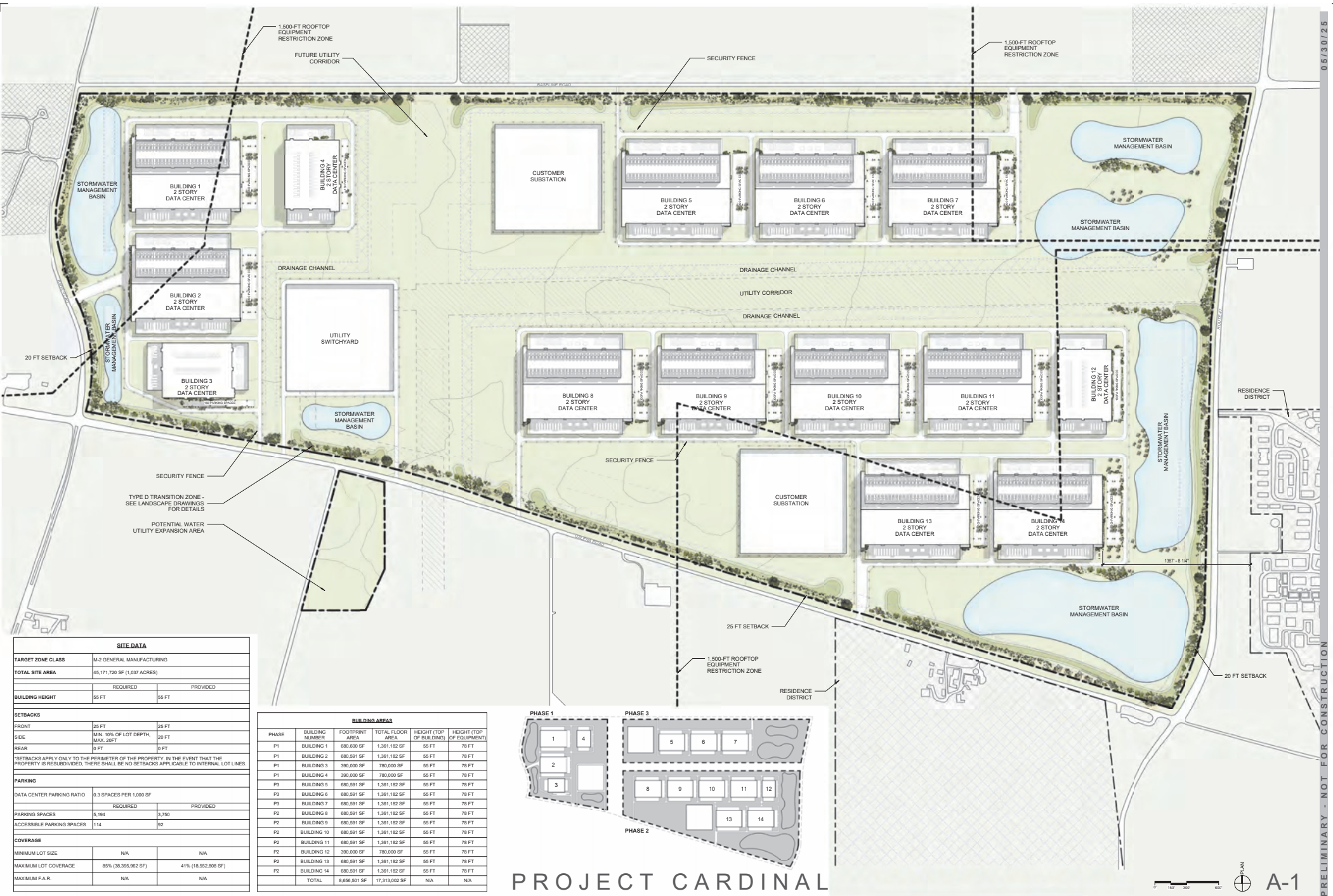


Gabriel Weger
Section Manager – Acoustics

Attachments

- Attachment 1 – Figures
- Attachment 2 – Measurement Data

Attachment 1 – Figures



SITE DATA		
TARGET ZONE CLASS	M-2 GENERAL MANUFACTURING	
TOTAL SITE AREA	45,171,720 SF (1,037 ACRES)	
BUILDING HEIGHT	REQUIRED	PROVIDED
	55 FT	55 FT
SETBACKS		
FRONT	55 FT	25 FT
SIDE	MIN. 10% OF LOT DEPTH, MAX. 20 FT	20 FT
REAR	0 FT	0 FT
*SETBACKS APPLY ONLY TO THE PERIMETER OF THE PROPERTY. IN THE EVENT THAT THE PROPERTY IS RESUBDIVIDED, THERE SHALL BE NO SETBACKS APPLICABLE TO INTERNAL LOT LINES.		
PARKING		
DATA CENTER PARKING RATIO	0.3 SPACES PER 1,000 SF	
PARKING SPACES	REQUIRED	PROVIDED
	5,194	3,750
ACCESSIBLE PARKING SPACES	114	92
COVERAGE		
MINIMUM LOT SIZE	N/A	N/A
MAXIMUM LOT COVERAGE	85% (38,395,962 SF)	41% (18,552,808 SF)
MAXIMUM F.A.R.	N/A	N/A

BUILDING AREAS					
PHASE	BUILDING NUMBER	FOOTPRINT AREA	TOTAL FLOOR AREA	HEIGHT (TOP OF BUILDING)	HEIGHT (TOP OF EQUIPMENT)
P1	BUILDING 1	680,591 SF	1,361,182 SF	55 FT	78 FT
P1	BUILDING 2	390,000 SF	780,000 SF	55 FT	78 FT
P1	BUILDING 3	390,000 SF	780,000 SF	55 FT	78 FT
P1	BUILDING 4	390,000 SF	780,000 SF	55 FT	78 FT
P3	BUILDING 5	680,591 SF	1,361,182 SF	55 FT	78 FT
P3	BUILDING 6	680,591 SF	1,361,182 SF	55 FT	78 FT
P3	BUILDING 7	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 8	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 9	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 10	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 11	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 12	390,000 SF	780,000 SF	55 FT	78 FT
P2	BUILDING 13	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 14	680,591 SF	1,361,182 SF	55 FT	78 FT
	TOTAL	8,656,501 SF	17,313,002 SF	N/A	N/A

PROJECT CARDINAL

FIGURE 1-SITE PLAN

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Project Area

Project Structures

Measurement Points

Barriers

00.150.3

MILES

00.150.3

KILOMETERS

N

Figure 2
Monitoring Locations

LOCATION: Yorkville, Illinois

PROJECT: Pioneer Development - Project Cardinal

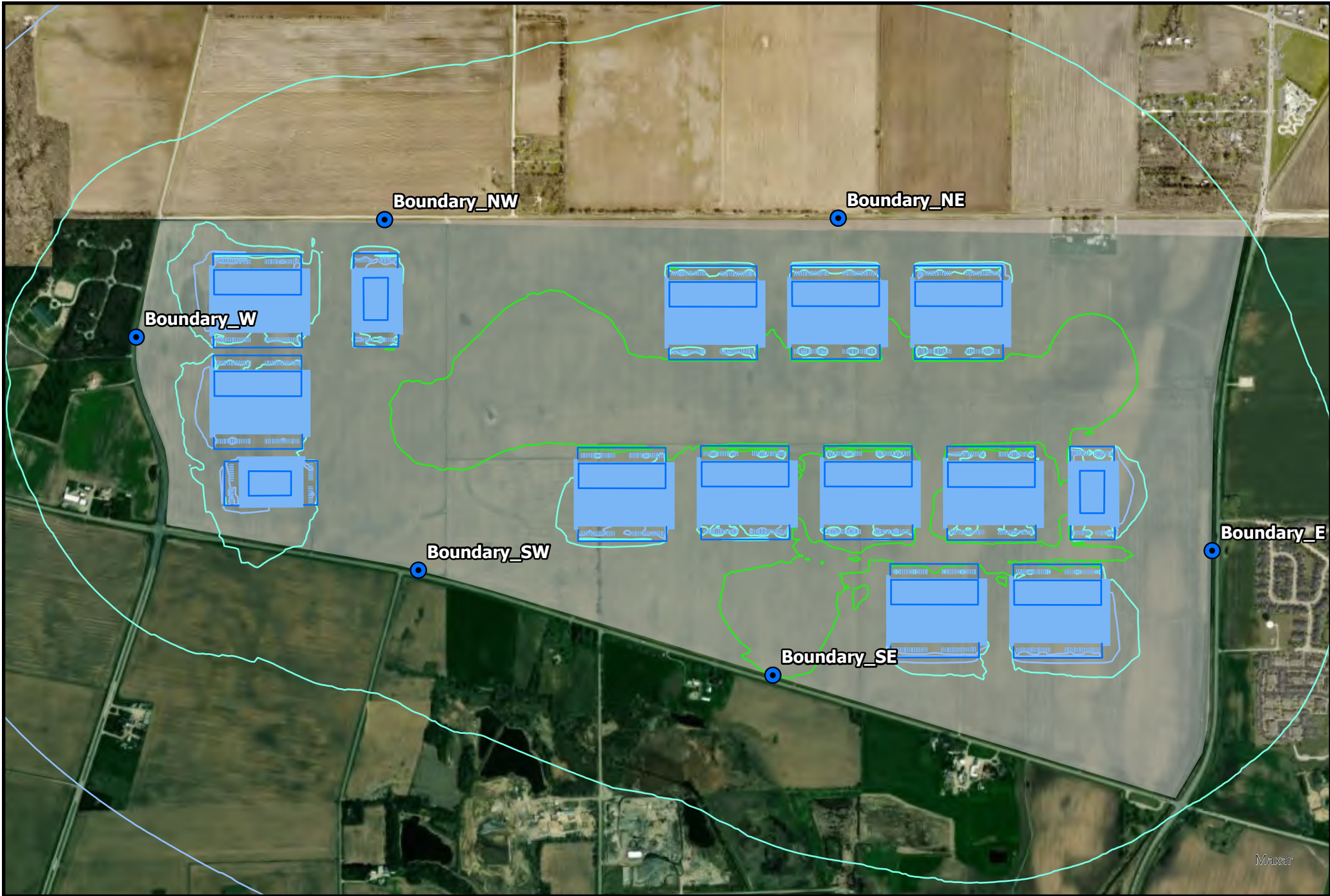
PROJ. NO.: 182671

CREATED: 06/27/2025

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Path: G:\Projects\Air-Nose Dept\Project Files\PioneerDev\182671_Cardinal\Recon\GIS\Figures\Figures.aprx • Coordinate System: • Units:



LEGEND

Project Area	40 dBA	55 dBA	NSA Receptors
Project Structures	45 dBA	60 dBA	
Barriers	50 dBA	65 dBA	

REFERENCE


0 0.15 0.3
MILES

0 0.15 0.3
KILOMETERS

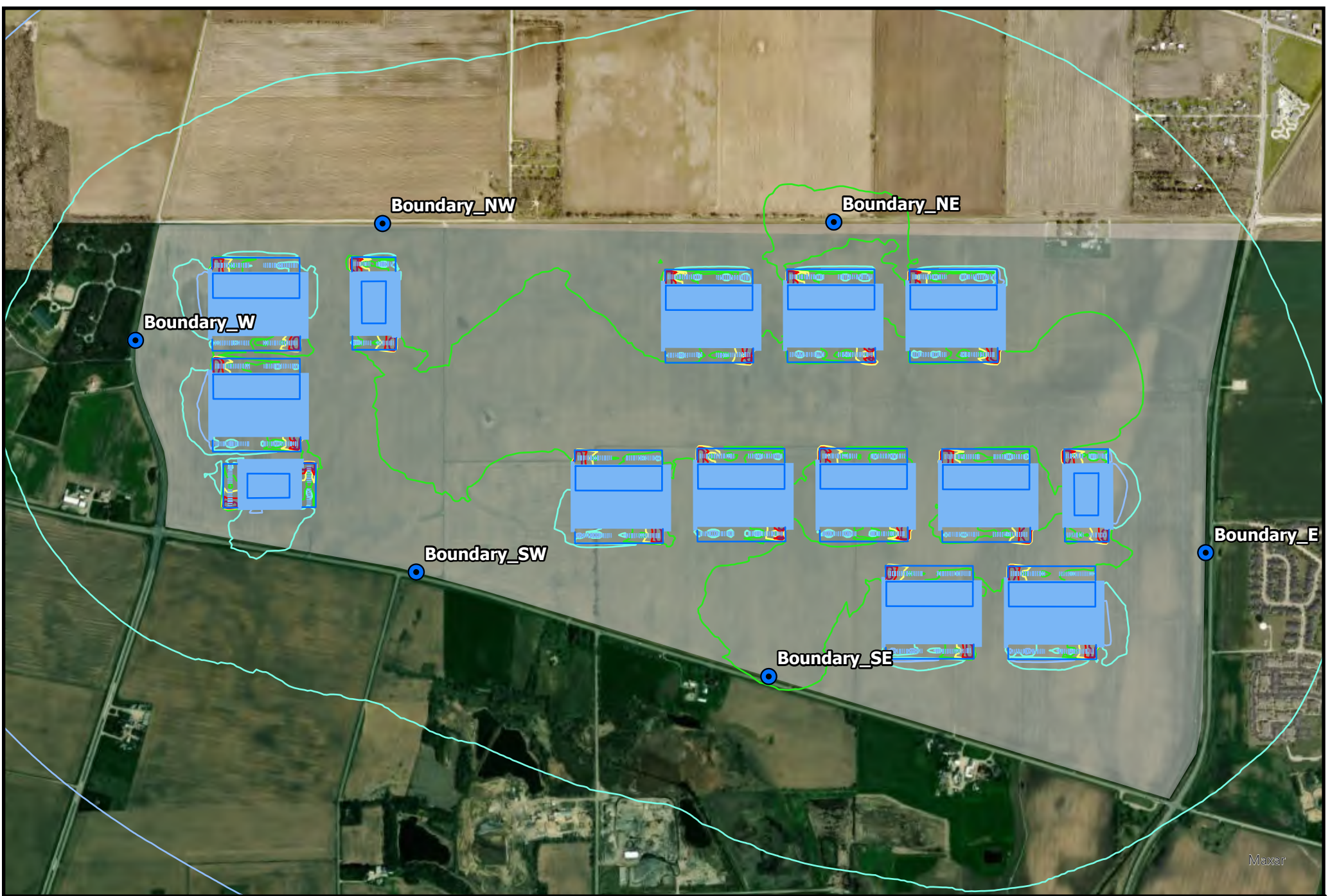
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Figure 3
Operational Sound Level Contours (dBA)

LOCATION: Yorkville, Illinois
PROJECT: Pioneer Development - Project Cardinal
PROJ. NO.: 182671
CREATED: 07/01/2025



Path: G:\Projects\AIA-Nose Dept\Project Files\PioneerDev\182671_Cardinal\Rezone\GIS\Figures\Figures.aprx • Coordinate System: • Units:



Project Area

Project Structures

Barriers

40 dBA

45 dBA

50 dBA

55 dBA

60 dBA

65 dBA

NSA Receptors

00.150.3

MILES

00.150.3

KILOMETERS

N

Figure 4

Maintenance Sound Level Contours (dBA)

LOCATION: Yorkville, Illinois

PROJECT: Pioneer Development - Project Cardinal

PROJ. NO.: 182671

CREATED: 07/01/2025

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Attachment 2 – Measurement Data

Table 1 - Hourly Average Sound Levels - MP01

Time	MP01 [dBA]			
	Leq	L10	L50	L90
6/17/25 11:00 AM	70	73	65	54
6/17/25 12:00 PM	69	73	65	55
6/17/25 1:00 PM	69	73	65	53
6/17/25 2:00 PM	68	72	65	50
6/17/25 3:00 PM	69	72	65	54
6/17/25 4:00 PM	69	71	65	55
6/17/25 5:00 PM	68	71	65	54
6/17/25 6:00 PM	67	71	65	52
6/17/25 7:00 PM	66	69	61	48
6/17/25 8:00 PM	65	68	59	47
6/17/25 9:00 PM	67	68	58	46
6/17/25 10:00 PM	66	71	58	45
6/17/25 11:00 PM	64	66	48	38
6/18/25 12:00 AM	63	63	45	35
6/18/25 1:00 AM	60	60	40	32
6/18/25 2:00 AM	63	62	43	33
6/18/25 3:00 AM	66	66	49	40
6/18/25 4:00 AM	66	69	53	42
6/18/25 5:00 AM	70	73	63	48
6/18/25 6:00 AM	70	74	66	51
6/18/25 7:00 AM	70	73	66	52
6/18/25 8:00 AM	69	73	65	52
6/18/25 9:00 AM	70	74	65	53
6/18/25 10:00 AM	70	74	65	50
6/18/25 11:00 AM	71	75	67	54
6/18/25 12:00 PM	70	73	65	51
6/18/25 1:00 PM	65	76	69	56
Average Daytime:	69	72	64	52
Average Nighttime:	67	67	52	40

*Note: The average Leq daytime and nighttime sound levels shown are the logarithmic energy average of the 1-hour sound levels measured. The L10, L50, and L90 are the arithmetic averages of the 1-hour values

Table 2 - Hourly Average Sound Levels - MP02

Time	MP02 [dBA]			
	Leq	L10	L50	L90
6/17/25 12:00 PM	61	73	55	47
6/17/25 1:00 PM	61	73	54	46
6/17/25 2:00 PM	62	73	53	44
6/17/25 3:00 PM	60	72	53	45
6/17/25 4:00 PM	59	72	55	45
6/17/25 5:00 PM	59	71	54	43
6/17/25 6:00 PM	58	71	52	39
6/17/25 7:00 PM	65	71	49	37
6/17/25 8:00 PM	57	69	50	39
6/17/25 9:00 PM	60	68	52	42
6/17/25 10:00 PM	60	68	51	41
6/17/25 11:00 PM	56	71	48	38
6/18/25 12:00 AM	54	66	41	36
6/18/25 1:00 AM	53	63	39	35
6/18/25 2:00 AM	54	60	41	35
6/18/25 3:00 AM	57	62	44	39
6/18/25 4:00 AM	60	66	48	42
6/18/25 5:00 AM	62	69	54	45
6/18/25 6:00 AM	61	73	54	44
6/18/25 7:00 AM	61	74	53	44
6/18/25 8:00 AM	61	73	54	44
6/18/25 9:00 AM	60	73	53	44
6/18/25 10:00 AM	61	74	53	43
6/18/25 11:00 AM	62	74	56	47
6/18/25 12:00 PM	60	75	53	41
6/18/25 1:00 PM	61	73	59	54
Average Daytime:	61	72	53	44
Average Nighttime:	59	66	46	39

**Note: The average Leq daytime and nighttime sound levels shown are the logarithmic energy average of the 1-hour sound levels measured. The L10, L50, and L90 are the arithmetic averages of the 1-hour values*

Table 3 - Hourly Average Sound Levels - MP03

Time	MP03 [dBA]			
	Leq	L10	L50	L90
6/17/25 12:00 PM	68	72	56	43
6/17/25 1:00 PM	68	72	56	44
6/17/25 2:00 PM	69	73	60	46
6/17/25 3:00 PM	70	74	66	51
6/17/25 4:00 PM	70	74	67	54
6/17/25 5:00 PM	71	74	66	53
6/17/25 6:00 PM	68	73	61	49
6/17/25 7:00 PM	67	72	57	46
6/17/25 8:00 PM	66	71	56	45
6/17/25 9:00 PM	66	70	56	42
6/17/25 10:00 PM	67	71	58	45
6/17/25 11:00 PM	64	66	50	42
6/18/25 12:00 AM	61	61	44	35
6/18/25 1:00 AM	61	59	41	35
6/18/25 2:00 AM	64	58	41	33
6/18/25 3:00 AM	61	60	44	37
6/18/25 4:00 AM	68	72	55	43
6/18/25 5:00 AM	71	75	61	49
6/18/25 6:00 AM	71	76	63	50
6/18/25 7:00 AM	71	75	63	50
6/18/25 8:00 AM	70	75	62	47
6/18/25 9:00 AM	69	74	58	46
6/18/25 10:00 AM	69	73	56	44
6/18/25 11:00 AM	71	75	61	48
6/18/25 12:00 PM	70	74	61	46
6/18/25 1:00 PM	72	78	65	56
Average Daytime:	69	73	60	48
Average Nighttime:	67	65	49	40

**Note: The average Leq daytime and nighttime sound levels shown are the logarithmic energy average of the 1-hour sound levels measured. The L10, L50, and L90 are the arithmetic averages of the 1-hour values*

Table 4 - Hourly Average Sound Levels - MP04

Time	MP04 [dBA]			
	Leq	L10	L50	L90
6/17/25 12:16 PM	57	59	47	39
6/17/25 1:00 PM	56	59	45	38
6/17/25 2:00 PM	55	60	44	37
6/17/25 3:00 PM	57	61	44	36
6/17/25 4:00 PM	56	61	43	36
6/17/25 5:00 PM	57	62	42	35
6/17/25 6:00 PM	56	61	41	33
6/17/25 7:00 PM	55	59	42	34
6/17/25 8:00 PM	55	60	45	33
6/17/25 9:00 PM	59	64	45	37
6/17/25 10:00 PM	63	69	46	38
6/17/25 11:00 PM	52	53	44	38
6/18/25 12:00 AM	50	50	38	33
6/18/25 1:00 AM	51	49	37	33
6/18/25 2:00 AM	55	46	40	35
6/18/25 3:00 AM	50	48	40	35
6/18/25 4:00 AM	55	56	43	39
6/18/25 5:00 AM	59	63	48	42
6/18/25 6:00 AM	60	64	48	41
6/18/25 7:00 AM	58	62	45	40
6/18/25 8:00 AM	58	62	45	39
6/18/25 9:00 AM	55	59	44	37
6/18/25 10:00 AM	56	60	42	36
6/18/25 11:00 AM	58	62	48	39
6/18/25 12:00 PM	57	62	46	33
6/18/25 1:00 PM	60	64	53	49
Average Daytime:	59	61	45	37
Average Nighttime:	57	54	42	37

*Note: The average Leq daytime and nighttime sound levels shown are the logarithmic energy average of the 1-hour sound levels measured. The L10, L50, and L90 are the arithmetic averages of the 1-hour values

July 9, 2025

Project Cardinal - Design Team
Pioneer Development

Re: Project Cardinal Preliminary Sound Study

Burns & McDonnell was retained by Pioneer Development (“Pioneer”) to conduct a preliminary sound study (the “Study”) for the proposed Project Cardinal Data Center Development (the “Project”). The objective of the Study was to estimate future noise impacts from operational equipment at the Project’s property boundaries.

The Project is proposed to be located in Yorkville, Illinois. The current site plan is presented in Figure 1 and includes fourteen (14) two-story data center buildings. The design includes eleven (11) large (~680,600 square foot) buildings and three (3) smaller (~390,000 square foot) buildings. The large buildings were modeled with 108 rooftop chillers and 80 auxiliary generators at ground level. The smaller buildings include 54 rooftop chillers and 40 auxiliary generators. The buildings, barriers, layout, and equipment counts were provided by Pioneer for the current design. However, this design is preliminary and would likely evolve throughout the detailed design stages of the Project. This analysis included predictive modeling to estimate Project-generated sound levels in the surrounding community for two operational scenarios. A comparison to the local sound level limits was performed at the Project boundaries. Sound level impacts at the nearest noise sensitive receptors would be expected to be lower as Project-generated sound would attenuate as it moves offsite.

Acoustic Terminology

The term “sound level” is often used to describe two different sound characteristics: sound power and sound pressure. Every source that produces sound has a sound power level (PWL). The PWL is the acoustical energy emitted by a sound source and is an absolute number that is not affected by the surrounding environment. The acoustical energy produced by a source propagates through media as pressure fluctuations. These pressure fluctuations, also called sound pressure levels (SPL), are what human ears hear and microphones measure.

Sound is physically characterized by amplitude and frequency. The amplitude of sound is measured in decibels (dB) as the logarithmic ratio of a sound pressure to a reference sound pressure (20 micropascals). The reference sound pressure corresponds to the typical threshold of human hearing. To the average listener, a 3-dB change in a continuous broadband sound is generally considered “just barely perceptible”; a 5-dB change is generally considered “clearly noticeable”; and a 10-dB change is generally considered a doubling (or halving, if the sound is decreasing) of the apparent loudness.

Sound waves can occur at many different wavelengths, also known as the frequency. Frequency is measured in hertz (Hz) and is the number of wave cycles per second that occur. The typical human ear can hear frequencies ranging from approximately 20 to 20,000 Hz. Normally, the human ear is most sensitive to sounds in the middle frequencies (1,000 to 8,000 Hz) and is less sensitive to sounds in the lower and higher frequencies. As such, the A-weighting scale was developed to simulate the frequency response of the human ear to sounds at typical environmental levels. The A-weighting scale emphasizes sounds in the middle frequencies and de-emphasizes sounds in the low and high frequencies. Any sound level to which the A-weighting scale has been applied is expressed in A-weighted decibels, or dBA.

Sound in the environment is constantly fluctuating, as when a car drives by, a dog barks, or a plane passes overhead. Therefore, sound metrics have been developed to quantify fluctuating environmental sound levels. These metrics include the exceedance sound level. The exceedance sound level is the sound level exceeded during “x” percent of the sampling period and is also referred to as a statistical sound level. Common exceedance sound level values are the 10-, 50-, 90-percentile exceedance sound levels, denoted by L_{10} , L_{50} , and L_{90} . The equivalent-continuous sound level (L_{eq}) is the logarithmic average (i.e., energy

average) of the varying sound over a given time period and is the most common metric used to describe sound. The L_{90} is typically considered the “background” sound level since it excludes many short, intermittent sounds and captures the sound levels experienced most of the time (i.e., sound levels 90 percent of the time).

City of Yorkville Noise Ordinance

The Code of Ordinances of Yorkville, Illinois Title IV, Chapter 4 limits noise levels from the Project. The ordinance states, “No person shall operate or cause to be operated any source of sound in such a manner as to create a sound level which exceeds the sound level limits in table 1 of this section, as adjusted according to table 2 of this section.” Table 1 is reproduced below.

Table 1: Sound Level Limits

Time of Day	Receiving Property Land Use		
	Residential	Commercial	Public Parks and Other Public Open Spaces
Daytime (7:00 a.m. - 10:00 p.m.)	60 dBA	67 dBA	67 dBA
Nighttime (10:00 p.m. - 7:00 a.m.)	50 dBA	67 dBA	67 dBA

Table 2 of the ordinance provides adjustments for varying durations of noise within a given hour as well as penalties to apply for noise of an impulsive character or tonal. The specific equipment manufacturers and models for the Project have not been selected at this time. The type of equipment that generates noise as part of the Project (chillers and emergency generators) does not operate in an impulsive manner and the equipment can be specified and procured to not emit prominent discrete tones or tonal noise. Provided the developer of the Project selects non-tonal equipment for operations, the continuous noise generated by the Project would be limited to 60 dBA during the day and 50 dBA during the night at residential receptors. The City of Yorkville ordinance includes an exemption for “emergency short term operations.” The City of Yorkville has confirmed that the operation of the emergency generators during a full blackout would be exempt from the noise limits according to the exemption.

Design goals have been developed for the Project boundary based on the City of Yorkville ordinance. For normal operation, which could generate noise at any time of the day, the design goal is 50 dBA at the receiving residential property boundaries to meet the nighttime sound level limits. For generator testing, which occurs during daytime hours, the design goal is 60 dBA to meet daytime limits when maintenance generator testing would occur.

Ambient Measurements

Variations in noise environments are typically due to existing land uses, population density, and proximity to transportation corridors. Elevated existing ambient sound levels in the region occur near major transportation corridors such as interstate highways and in areas with higher population densities. Principal contributors to the existing noise environment likely include motor vehicle traffic on local roadways, typical agricultural noise sources, and natural sounds such as birds, insects, and leaf or vegetation rustle during elevated wind conditions. Diurnal effects result in sound levels that are typically quieter during the night than during the daytime, except during periods when evening and nighttime insect noise dominates in warmer seasons.

Burns & McDonnell personnel conducted sound level measurements to establish the existing background sound levels in the area surrounding the Project site. Sound levels were measured using Larson Davis Model 821 sound level meters with associated preamplifiers and ½-inch free-field precision microphones meeting American National Standards Institute (ANSI) S1.4 Type 1 specifications. One-half inch random-incidence microphones were used on the meters. All measurement and field

calibration equipment were certified by a traceable laboratory within 12 months prior to the measurement. Field calibration confirmations were performed before and after the long-term measurements and before and after each set of short-term measurements. The meter and calibrator were checked within a year prior of the measurements to verify compliance with the U.S. National Institute of Standards and Technology specifications. The calibration drift was within tolerance over the duration of the measurement survey.

The sound survey protocol was developed based on procedures outlined in the ANSI 12.9 Quantities and Procedures for Description and Measurement of Environmental Sound standard. Continuous sound level measurements were collected near the boundaries of the proposed Project in the four cardinal directions. The meters were placed in the directions of the nearest residential receivers, set back from the roadways the appropriate distance per the standard. The survey was undertaken continuously from June 17 to 18, 2025, during daytime and nighttime hours. Weather data was reviewed from a nearby weather station (Weather Station ID: KILYORKV81). Average wind speeds were within ANSI guidance and the only recorded precipitation recorded during the measurement period was at the very end of the measurement at 1:00 p.m. on June 18th. The measurement locations are provided in Figure 2 of Attachment 1. A summary of the ambient measurements is provided in Table 2 below and hourly average sound levels are provided in Attachment 2.

Table 2: Continuous Sound Level Monitoring Summary

Measurement Location	Time of Day	L _{eq} (dBA)	L ₉₀ (dBA)
MP1	Daytime	69	52
	Nighttime	67	40
MP2	Daytime	61	44
	Nighttime	59	39
MP3	Daytime	69	48
	Nighttime	67	40
MP4	Daytime	59	37
	Nighttime	57	37

Sound levels in the Project area were variable; the major noise sources across the Project area included local traffic (passenger cars and large trucks) and typical sounds of nature (insects and bird calls). Transient noise levels were greater along local traffic thoroughfares (Highway 47 and Galena Road). Sound levels are provided in both L_{eq} and L₉₀ to represent the background ambient sound levels for the Project. The L₉₀ sound levels exclude the majority of the instantaneous and intermittent noise from occasional traffic. L₉₀ is generally used to represent the typical background noise for a given area.

Sound Modeling Methodology

Sound modeling was performed using the industry-accepted sound modeling software Computer Aided Noise Abatement (CadnaA), version 2025. The software is a scaled, three-dimensional program that takes into account air absorption, terrain, ground absorption, reflections and shielding for each piece of sound-emitting equipment and predicts sound pressure levels. The model calculates sound propagation based on International Organization of Standardization (ISO) 9613-2:2024, General Method of Calculation. ISO 9613-2 assesses the sound level propagation based on the octave band center-frequency range.

The ISO standard considers sound propagation and directivity. The software calculates sound propagation using omnidirectional, downwind sound propagation and worst-case directivity factors. In other words, the model assumes that each piece of equipment propagates its worst-case sound levels in all directions at all times. Empirical studies accepted within the

industry have demonstrated that modeling may over-predict sound levels in certain directions, and as a result, modeling results generally are considered a conservative measure of a project's actual sound level. The modeled atmospheric conditions were assumed to be calm, and the temperature and relative humidity were left at the program's default values. Reflections and shielding were considered for sound waves encountering physical structures.

Project Sound Sources

The sound level design goal is applicable at the Project property line and the most impacted locations were identified surrounding the Project. Project sound sources were modeled in the locations shown in Figure 1 of Attachment 1. A summary of the modeling assumptions for each piece of equipment is provided in Table 3.

Table 3: Predictive Modeling Sound Level Inputs

Source	Number of Sources	Modeled Equipment Sound Level Assumption ^a
Chillers (Low-Noise)	1,350	$L_w = 91$ dBA
Emergency Generators	1,000	$L_p = 65$ dBA at 50 feet
Substation Transformer (Low Noise)	17	$L_w = 89$ dBA

(a) L_w = sound power level; L_p = sound pressure level; dBA = A-weighted decibels, NEMA = National Electrical Manufacturers Association

Chillers

Each chiller was estimated to have an overall sound power level of 91 dBA. This would likely be a low-noise option, or a model which may include mitigation in detailed design. The manufacture and model type for the chillers have not been selected at this time. To determine if a chiller for this data center could meet an overall sound power level of 91 dBA, Burns & McDonnell started with a common air-cooled chiller used in these applications, the York YVFA with 390-ton cooling capacity. The York unit is provided with an operating sound power level between 97 dBA (75% load) and 100 dBA (100% load). The units would likely operate at significantly quieter sound levels during nighttime hours, but due to the preliminary nature of this design, the load level during nighttime hours is unknown. The unit's octave band sound levels, show that the unit operates as a broadband source and does not operate in a tonal nature. To get down to a 91 dBA sound power level, additional mitigation would be required for these units. Chiller add-on mitigation would need to provide 6-9 dBA reductions to meet the design goal and can typically be supplied for these units through a supplier like BRD Hush Core. Some of their common add on mitigation options are listed below.

1. Standard (2-5 dBA reduction)
 - a. Treatment of the compressor circuits for chillers . HUSH COVERS are used for the compressor housing, suction and discharge piping and oil separator vessels.
2. Unitary (4-6 dBA reduction)
 - a. The Unitary System is a top mounted, unit supported plenum style acoustically insulated stack constructed using HUSH GUARD™ sound panels.
3. Louver (5-7 dBA reduction)
 - a. The Louver System uses high performance type HUSH DUCT silencers up to 36" deep for direct bolting to the chiller cabinet/frame.
4. Summit (9-15 dBA reduction)
 - a. The Summit System for air-cooled chillers is a high-performance source-applied treatment of the chiller's intakes and discharge fans using Hush Guard panels and Hush Duct Silencers.

During detailed design, nighttime cooling loads would be considered, and this level of noise mitigation may not be required. The standard offering of sound level reductions are shown above to confirm that mitigated chillers could reasonably get down to the levels specified in Table 3. Other chiller mitigation options include using a different chiller, sound walls, and relocation of the chiller equipment. Having the chillers on top of the building puts the chillers further away from the property boundaries and reduces the potential for offsite noise impacts.

Emergency Generators

Each emergency generator was estimated to have an overall sound power level of 105 dBA (sound pressure level of 65 dBA at 50 feet). The generators were modeled inclusive of both the generator enclosure and exhaust stack.

Substation Transformers

The Project is expected to include seventeen (17) 167-megavolt-ampere (MVA) substation transformers. According to National Electrical Manufacturers Association (NEMA) TR-1, the 167-MVA transformers would have a standard sound pressure level of 75 dBA, measured in accordance with the Institute of Electrical and Electronics Engineers (IEEE) Standard C57.12.90. The IEEE Standard requires sound level measurements to be averaged around the unit, measured at distances of 1 foot from the tank of the transformer and 6 feet from fan cooled surfaces. Based on typical transformer sizes the sound power level is expected to be around 95 dBA. In order to meet the City sound level limits at the property lines low-noise transformers would need to be specified to not exceed 89 dBA sound power level. The 89 dBA sound power level transformers were included in the predictive model.

Operational Scenario Assumptions

The model was evaluated for two operational scenarios: Normal Operation and Generator Testing. Normal Operation represents the condition where all campus chillers are at 100% load without the use of generators. Generator Testing represents the condition where all campus chillers are at 100% load and two generators per data center building are being tested at 100% load. Emergency operations would represent a condition during an emergency situation where all equipment is operation and running at 100% load. The emergency operation scenario was not modeled because it is not considered “normal conditions” and the City of Yorkville confirmed the emergency scenario is exempt from the limits. A summary of each modeled scenario is provided in Table 4.

Table 4: Summary of Operating Scenarios

Operating Scenario	Normal Operation	Generator Testing	Emergency Operation
Design Goal	50 dBA at property lines	60 dBA at property lines	--
Equipment in Operation for Each Scenario			
Chiller	All On at 100% Load	All On at 100% Load	All On at 100% Load
Generators	All Off	2 per Building at 100% Load	All On at 100% Load
Transformers	All On	All On	All Off

Sound Modeling Results

The Project equipment was modeled using the provided sound level assumptions for Normal Operation and Generator Testing scenarios. A tabulated summary of the most impacted property line location is provided in Table 5.

Table 5: Modeled Project Sound Levels at Property Lines

Receiver	Modeled Sound Level (dBA)	
	Normal Operation	Generator Testing
Boundary NW	48	49
Boundary N	50	50
Boundary NE	50	50
Boundary E	49	49
Boundary SE	50	50
Boundary SW	49	49
Boundary NW	48	49

The most impacted property line receivers were modeled to be below the design goals during Normal Operation and Generator Testing. Sound level contours were generated for the two operating scenarios, in 5-dBA increments, at a height 5 feet above grade as shown in Figure 3 and Figure 4 of Attachment 1.

Conclusion

Burns & McDonnell provided an acoustic analysis for the proposed Project Cardinal data center based on representative equipment sound levels and the site plan provided. The modeling results show that the Project design can feasibly meet the City of Yorkville sound level limits using low-noise chillers. Placing the chillers on top of the buildings puts the units farther from the Project property boundaries, which is used to help reduce noise offsite. Specifying non-tonal chillers when purchased will allow the Project to not emit prominent discrete tones offsite and would not require a 10-dBA penalty be applied to the limits.

Sincerely,

Burns & McDonnell



Gabriel Weger
Section Manager – Acoustics

Attachments

- Attachment 1 – Figures
- Attachment 2 – Measurement Data

Attachment 1 – Figures



A-1

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LEGEND

	Project Area		Measurement Points
	Project Structures		Barriers

REFERENCE

0 0.15 0.3
MILES

0 0.15 0.3
KILOMETERS

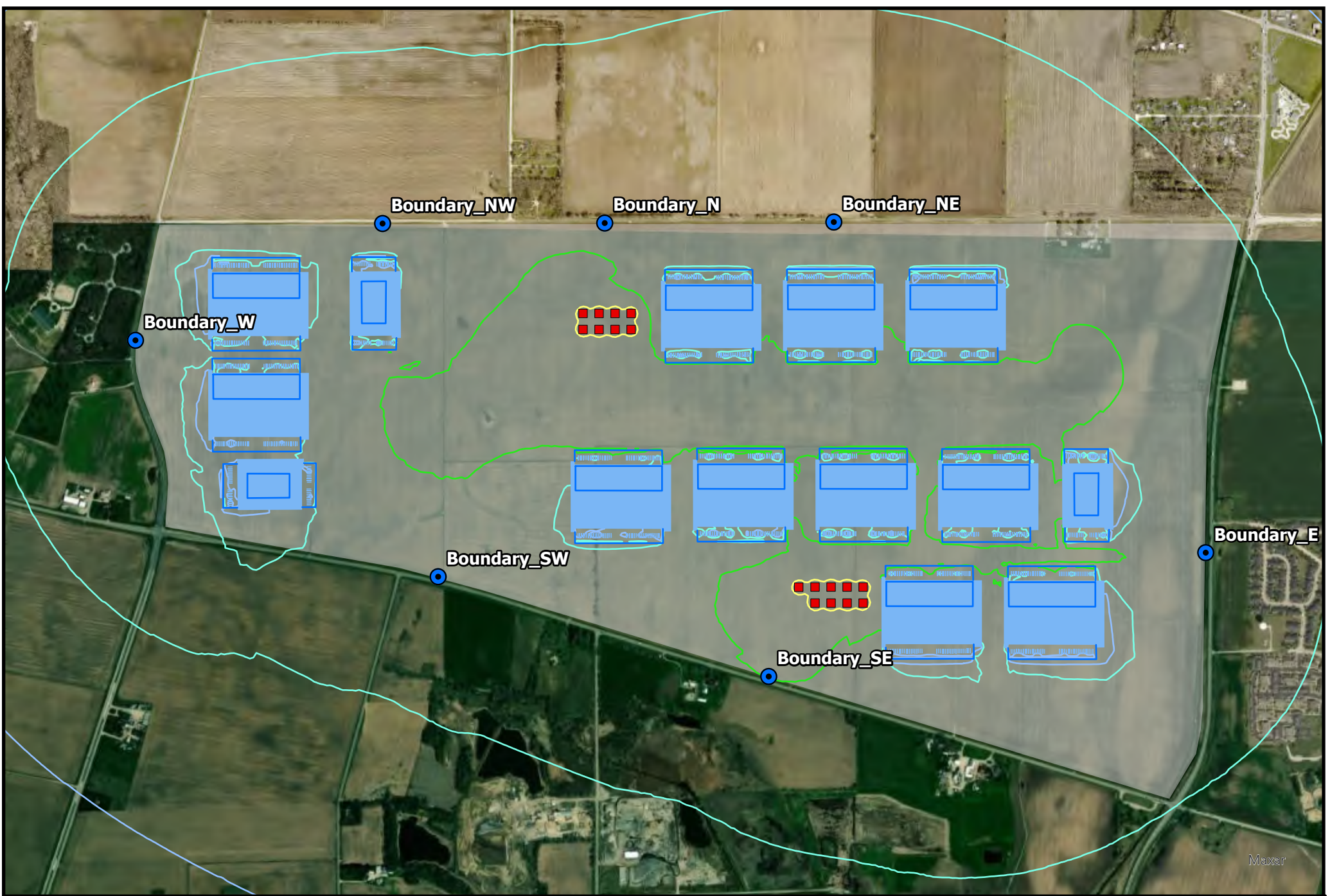
N

**Figure 2
Monitoring Locations**

LOCATION:	Yorkville, Illinois
PROJECT:	Pioneer Development - Project Cardinal
PROJ. NO.:	182671
CREATED:	06/27/2025

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LEGEND			
	Project Area		40 dBA
	Project Structures		45 dBA
	Barriers		60 dBA
			65 dBA
			50 dBA
			55 dBA
	Receptors		Transformers

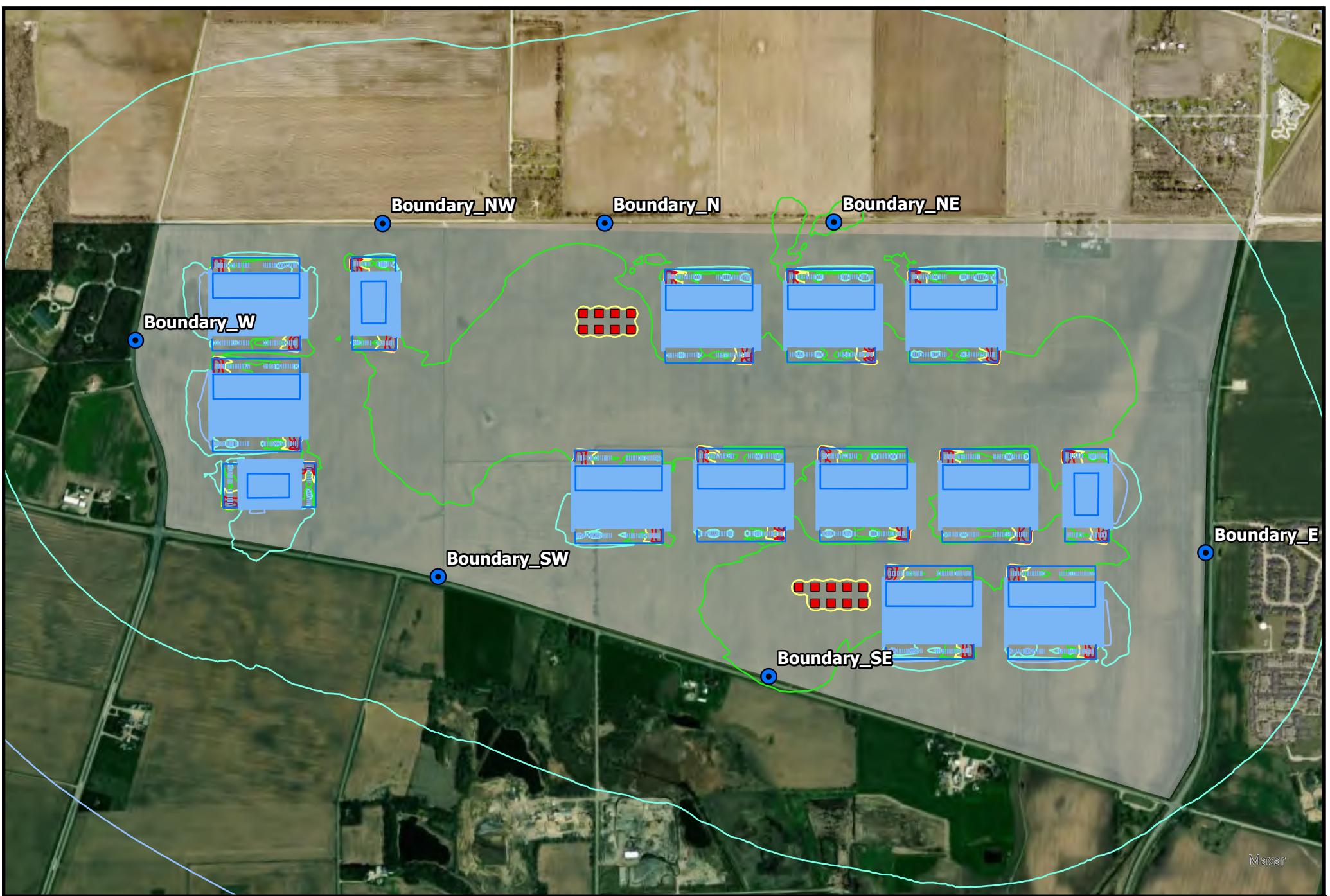
REFERENCE	
0 0.15 0.3	MILES
0 0.15 0.3	KILOMETERS

Figure 3
Operational Sound Level Contours (dBA)

LOCATION:	Yorkville, Illinois
PROJECT:	Pioneer Development - Project Cardinal
PROJ. NO.:	182671
CREATED:	07/09/2025

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LEGEND			
	Project Area		40 dBA
	Project Structures		45 dBA
	Barriers		50 dBA
			55 dBA
			60 dBA
			65 dBA
	Receptors		Transformers

REFERENCE	
	0 0.15 0.3 MILES
	0 0.15 0.3 KILOMETERS

Figure 4
Maintenance Sound Level Contours (dBA)

LOCATION:	Yorkville, Illinois
PROJECT:	Pioneer Development - Project Cardinal
PROJ. NO.:	182671
CREATED:	07/09/2025

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Attachment 2 – Measurement Data

Table 1 - Hourly Average Sound Levels - MP01

Time	MP01 [dBA]			
	Leq	L10	L50	L90
6/17/25 11:00 AM	70	73	65	54
6/17/25 12:00 PM	69	73	65	55
6/17/25 1:00 PM	69	73	65	53
6/17/25 2:00 PM	68	72	65	50
6/17/25 3:00 PM	69	72	65	54
6/17/25 4:00 PM	69	71	65	55
6/17/25 5:00 PM	68	71	65	54
6/17/25 6:00 PM	67	71	65	52
6/17/25 7:00 PM	66	69	61	48
6/17/25 8:00 PM	65	68	59	47
6/17/25 9:00 PM	67	68	58	46
6/17/25 10:00 PM	66	71	58	45
6/17/25 11:00 PM	64	66	48	38
6/18/25 12:00 AM	63	63	45	35
6/18/25 1:00 AM	60	60	40	32
6/18/25 2:00 AM	63	62	43	33
6/18/25 3:00 AM	66	66	49	40
6/18/25 4:00 AM	66	69	53	42
6/18/25 5:00 AM	70	73	63	48
6/18/25 6:00 AM	70	74	66	51
6/18/25 7:00 AM	70	73	66	52
6/18/25 8:00 AM	69	73	65	52
6/18/25 9:00 AM	70	74	65	53
6/18/25 10:00 AM	70	74	65	50
6/18/25 11:00 AM	71	75	67	54
6/18/25 12:00 PM	70	73	65	51
6/18/25 1:00 PM	65	76	69	56
Average Daytime:	69	72	64	52
Average Nighttime:	67	67	52	40

**Note: The average Leq daytime and nighttime sound levels shown are the logarithmic energy average of the 1-hour sound levels measured. The L10, L50, and L90 are the arithmetic averages of the 1-hour values*

Table 2 - Hourly Average Sound Levels - MP02

Time	MP02 [dBA]			
	Leq	L10	L50	L90
6/17/25 12:00 PM	61	73	55	47
6/17/25 1:00 PM	61	73	54	46
6/17/25 2:00 PM	62	73	53	44
6/17/25 3:00 PM	60	72	53	45
6/17/25 4:00 PM	59	72	55	45
6/17/25 5:00 PM	59	71	54	43
6/17/25 6:00 PM	58	71	52	39
6/17/25 7:00 PM	65	71	49	37
6/17/25 8:00 PM	57	69	50	39
6/17/25 9:00 PM	60	68	52	42
6/17/25 10:00 PM	60	68	51	41
6/17/25 11:00 PM	56	71	48	38
6/18/25 12:00 AM	54	66	41	36
6/18/25 1:00 AM	53	63	39	35
6/18/25 2:00 AM	54	60	41	35
6/18/25 3:00 AM	57	62	44	39
6/18/25 4:00 AM	60	66	48	42
6/18/25 5:00 AM	62	69	54	45
6/18/25 6:00 AM	61	73	54	44
6/18/25 7:00 AM	61	74	53	44
6/18/25 8:00 AM	61	73	54	44
6/18/25 9:00 AM	60	73	53	44
6/18/25 10:00 AM	61	74	53	43
6/18/25 11:00 AM	62	74	56	47
6/18/25 12:00 PM	60	75	53	41
6/18/25 1:00 PM	61	73	59	54
Average Daytime:	61	72	53	44
Average Nighttime:	59	66	46	39

**Note: The average Leq daytime and nighttime sound levels shown are the logarithmic energy average of the 1-hour sound levels measured. The L10, L50, and L90 are the arithmetic averages of the 1-hour values*

Table 3 - Hourly Average Sound Levels - MP03

Time	MP03 [dBA]			
	Leq	L10	L50	L90
6/17/25 12:00 PM	68	72	56	43
6/17/25 1:00 PM	68	72	56	44
6/17/25 2:00 PM	69	73	60	46
6/17/25 3:00 PM	70	74	66	51
6/17/25 4:00 PM	70	74	67	54
6/17/25 5:00 PM	71	74	66	53
6/17/25 6:00 PM	68	73	61	49
6/17/25 7:00 PM	67	72	57	46
6/17/25 8:00 PM	66	71	56	45
6/17/25 9:00 PM	66	70	56	42
6/17/25 10:00 PM	67	71	58	45
6/17/25 11:00 PM	64	66	50	42
6/18/25 12:00 AM	61	61	44	35
6/18/25 1:00 AM	61	59	41	35
6/18/25 2:00 AM	64	58	41	33
6/18/25 3:00 AM	61	60	44	37
6/18/25 4:00 AM	68	72	55	43
6/18/25 5:00 AM	71	75	61	49
6/18/25 6:00 AM	71	76	63	50
6/18/25 7:00 AM	71	75	63	50
6/18/25 8:00 AM	70	75	62	47
6/18/25 9:00 AM	69	74	58	46
6/18/25 10:00 AM	69	73	56	44
6/18/25 11:00 AM	71	75	61	48
6/18/25 12:00 PM	70	74	61	46
6/18/25 1:00 PM	72	78	65	56
Average Daytime:	69	73	60	48
Average Nighttime:	67	65	49	40

**Note: The average Leq daytime and nighttime sound levels shown are the logarithmic energy average of the 1-hour sound levels measured. The L10, L50, and L90 are the arithmetic averages of the 1-hour values*

Table 4 - Hourly Average Sound Levels - MP04

Time	MP04 [dBA]			
	Leq	L10	L50	L90
6/17/25 12:16 PM	57	59	47	39
6/17/25 1:00 PM	56	59	45	38
6/17/25 2:00 PM	55	60	44	37
6/17/25 3:00 PM	57	61	44	36
6/17/25 4:00 PM	56	61	43	36
6/17/25 5:00 PM	57	62	42	35
6/17/25 6:00 PM	56	61	41	33
6/17/25 7:00 PM	55	59	42	34
6/17/25 8:00 PM	55	60	45	33
6/17/25 9:00 PM	59	64	45	37
6/17/25 10:00 PM	63	69	46	38
6/17/25 11:00 PM	52	53	44	38
6/18/25 12:00 AM	50	50	38	33
6/18/25 1:00 AM	51	49	37	33
6/18/25 2:00 AM	55	46	40	35
6/18/25 3:00 AM	50	48	40	35
6/18/25 4:00 AM	55	56	43	39
6/18/25 5:00 AM	59	63	48	42
6/18/25 6:00 AM	60	64	48	41
6/18/25 7:00 AM	58	62	45	40
6/18/25 8:00 AM	58	62	45	39
6/18/25 9:00 AM	55	59	44	37
6/18/25 10:00 AM	56	60	42	36
6/18/25 11:00 AM	58	62	48	39
6/18/25 12:00 PM	57	62	46	33
6/18/25 1:00 PM	60	64	53	49
Average Daytime:	59	61	45	37
Average Nighttime:	57	54	42	37

**Note: The average Leq daytime and nighttime sound levels shown are the logarithmic energy average of the 1-hour sound levels measured. The L10, L50, and L90 are the arithmetic averages of the 1-hour values*

PROJECT CARDINAL

Section 12

Annexation Map



Sources: Esri, DeLorme, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

NOTE: PARCEL BOUNDARIES SHOWN ARE DERIVED FROM KENALL COUNTY AND CITY OF YORKVILLE PUBLIC GIS DATA. FINAL BOUNDARIES WILL BE UPDATED AND REVISED ONCE PROPERTY SURVEYS ARE COMPLETE.

- UNINCORPORATED KENDALL COUNTY
- PROJECT CARDINAL ANNEXATION PARCELS
- CITY OF YORKVILLE
- COMMONWEALTH EDISON (COMED) PROPERTY

PROJECT CARDINAL

A-12

PROJECT CARDINAL

Section 13

Legal Description

PINS BY OWNER

Galena & 47TH LLC, MPLIV10 LLC	PIN: 02-05-300-003	CITY OF YORKVILLE
	PIN: 02-04-300-032	CITY OF YORKVILLE
	PIN: 02-04-300-024	CITY OF YORKVILLE
	PIN: 02-05-400-021	CITY OF YORKVILLE
	PIN: 02-09-100-031	CITY OF YORKVILLE
	PIN: 02-09-100-030	CITY OF YORKVILLE
Sanjay & Sameer Gupta	PIN: 02-04-100-015	CITY OF YORKVILLE
	PIN: 02-05-200-007	UNINCORPORATED
The Konicek Family Limited Partnership	PIN: 02-06-100-022	UNINCORPORATED
DALE L. KONICEK, LLC	PIN: 02-06-200-002	CITY OF YORKVILLE
	PIN: 02-05-400-022	CITY OF YORKVILLE
	PIN: 02-05-200-006	CITY OF YORKVILLE
	PIN: 02-04-100-016	CITY OF YORKVILLE
	PIN: 02-06-400-008	UNINCORPORATED
	PIN: 02-06-200-003	UNINCORPORATED
	PIN: 02-05-100-003	UNINCORPORATED
	PIN: 02-05-100-005	UNINCORPORATED
	PIN: 02-05-400-009	CITY OF YORKVILLE
	PIN: 02-04-300-018	CITY OF YORKVILLE
	PIN: 02-04-300-017	CITY OF YORKVILLE

LEGAL DESCRIPTION

OWNER: Sanjay & Sameer Gupta

PARCEL 1:

THAT PART OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 5 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WEST 40 CHAINS (RECORD), 2652.01 FEET (MEASURED) TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 38 1/2 LINKS (RECORD), 24.51 FEET (MEASURED) TO THE SOUTH BANK OF A DITCH; THENCE SOUTH 89 DEGREES 30 MINUTES EAST (RECORD), NORTH 88 DEGREES 05 MINUTES 41 SECONDS EAST (MEASURED), 2593.76 FEET (MEASURED) TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 54 MINUTES 03 SECONDS WEST, 232.55 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 68.93 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 59 DEGREES 57 MINUTES 33 SECONDS EAST, 68.88 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH 01 DEGREES 16 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE, 265.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88 DEGREES 05 MINUTES 41 SECONDS WEST, 57.84 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 2 OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE

GOVERNMENT SURVEY OF SAID SECTION 4 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH ON THE SECTION LINE 26.80 CHAINS; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION, 14.30 CHAINS; THENCE IN A NORTHEASTERLY DIRECTION TO A POINT ON THE NORTH LINE OF SAID SECTION, 20.67 CHAINS EAST OF THE POINT OF BEGINNING; THENCE WEST ALONG THE SECTION LINE TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PART OF LOT 2 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 16 MINUTES 25 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 265.04 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 531.35 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 27 DEGREES 41 MINUTES 44 SECONDS EAST, 509.62 FEET TO A POINT OF TANGENCY, THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST 150.53 FEET, THENCE NORTH 89 DEGREES 08 MINUTES 11 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 110.00 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED LINE, 912.39 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING 364.44 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 4 (AS MEASURED ALONG SAID NORTH LINE) AND SAID POINT ALSO BEING THE POINT OF TERMINUS; IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

OWNER: Galena & 47th LLC and MPLIV10LLC

PARCEL 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 4 AND THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 01 DEGREE 19 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 990.0 FEET (15 CH.) TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN BOOK 163 AT PAGE 473; THENCE SOUTH 01 DEGREE 19 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE, 1.84 FEET TO A POINT ON THE SOUTHERLY LINE OF LANDS DESCRIBED IN BOOK 152 AT PAGE 392; THENCE SOUTH 87 DEGREES 52 MINUTES 56 SECONDS WEST ALONG SAID SOUTHERLY LINE AND THE WESTERLY EXTENSION THEREOF, 1722.34 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF THE RIGHT-OF-WAY OF ILLINOIS ROUTE 47 AS RECORDED IN DOCUMENT 907257 FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 09 MINUTES 41 SECONDS EAST ALONG SAID WESTERLY LINE, 128.76 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 19 SECONDS EAST ALONG SAID WESTERLY LINE, 10.0 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 41 SECONDS EAST ALONG SAID WESTERLY LINE, 787.46 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, BEING A CIRCULAR CURVE HAVING A RADIUS OF 1596.42 FEET CONCAVE TO THE WEST, THE CHORD OF WHICH BEARS SOUTH 13 DEGREES 43 MINUTES 37 SECONDS WEST, 773.94 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT BEARING NORTH 87 DEGREES 56 MINUTES 55 SECONDS EAST, 719.99 FEET FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY LINE, BEING A CIRCULAR CURVE HAVING A RADIUS OF 1596.42 FEET CONCAVE TO THE WEST, THE CHORD OF WHICH BEARS SOUTH 31 DEGREES 17 MINUTES 50 SECONDS WEST, 205.17 FEET; THENCE SOUTH 34 DEGREES 58 MINUTES 45 SECONDS WEST ALONG SAID WESTERLY LINE, 88.42 FEET TO THE CENTER LINE OF THE CHICAGO-GALENA ROAD; THENCE NORTH 74 DEGREES 20 MINUTES 53 SECONDS WEST, 41.71 FEET TO AN EASTERLY LINE OF SAID LANDS DESCRIBED IN BOOK 152 AT PAGE 392; THENCE NORTH 29 DEGREES 07 MINUTES 39 SECONDS EAST ALONG SAID EASTERLY LINE, 267.87 FEET TO SAID SOUTH LINE OF SAID

SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 56 MINUTES 55 SECONDS EAST ALONG SAID SOUTH LINE, 9.74 FEET TO A POINT ON THE WESTERLY LINE OF SAID LANDS DESCRIBED IN BOOK 163 AT PAGE 473; THENCE NORTH 27 DEGREES 39 MINUTES 29 SECONDS EAST ALONG SAID WESTERLY LINE, 366.26 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 29 SECONDS EAST ALONG SAID WESTERLY LINE, 756.55 FEET; THENCE DEPARTING FROM SAID WESTERLY LINE NORTH 02 DEGREES 12 MINUTES 23 SECONDS EAST, 581.48 FEET TO A POINT OF THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN BOOK 163 AT PAGE 473; THENCE NORTH 87 DEGREES 52 MINUTES 56 SECONDS EAST ALONG SAID SOUTHERLY LINE, 22.15 FEET TO THE POINT OF BEGINNING IN KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 5, THAT PART OF THE SOUTHWEST 1/4 OF SECTION 4, THAT PART OF THE NORTHEAST 1/4 OF SECTION 8 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON ROD MONUMENTING THE SOUTHEAST CORNER OF SECTION 5; THENCE NORTH 01 DEGREE 15 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1,550.82 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST 409.15 FEET PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 221.96 FEET; THENCE NORTH 37 DEGREES 44 MINUTES 29 SECONDS EAST 115.96 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 43 SECONDS EAST 196.55 FEET TO THE CENTERLINE OF THE ROB ROY DITCH; THENCE SOUTH 02 DEGREES 13 MINUTES 10 SECONDS WEST 1,336.52 FEET ALONG SAID CENTERLINE; THENCE SOUTH 29 DEGREES 12 MINUTES 38 SECONDS WEST 600.81 FEET TO THE CENTERLINE OF GALENA ROAD AS NOW ESTABLISHED; THENCE NORTH 73 DEGREES 55 MINUTES 29 SECONDS WEST ALONG SAID CENTERLINE 677.76 FEET; THENCE NORTH 02 DEGREES 56 MINUTES 50 SECONDS WEST 348.47 FEET; THENCE NORTH 16 DEGREES 11 MINUTES 58 SECONDS EAST 599.13 FEET; THENCE NORTH 28 DEGREES 26 MINUTES 55 SECONDS EAST 750.54 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE WEST HALF OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 642.93 FEET TO A POINT WHICH IS 162.00 FEET SOUTHERLY OF THE ORIGINAL CENTER LINE OF GALENA ROAD; THENCE WESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 102 DEGREES 56 MINUTES 02 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 100.00 FEET TO A POINT WHICH IS 169.50 FEET, AS MEASURED PARALLEL WITH SAID EAST LINE SOUTHERLY OF SAID ORIGINAL CENTER LINE TO THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH SAID EAST LINE, 14.66 FEET TO THE PRESENT CENTER LINE OF GALENA ROAD AS DEPICTED ON A PLAT RECORDED JUNE 5, 1964 AS DOCUMENT NUMBER 145193; THENCE WESTERLY ALONG SAID PRESENT CENTER LINE, 1675.69 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG SAID PRESENT CENTER LINE BEING ALONG A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 42,975.00 FEET, 933.19 FEET; THENCE WESTERLY, ALONG SAID PRESENT CENTER LINE, 64.12 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG SAID WEST LINE, 957.16 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, 920.88 FEET TO A POINT WHICH IS 2,316.00 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHWEST

QUARTER; THENCE EASTERLY, 2,651.03 FEET TO A POINT ON THE EAST LINE OF SAID WEST HALF WHICH IS 2,326.70 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID WEST HALF, 2,686.96 FEET TO SAID ORIGINAL CENTER LINE; THENCE WESTERLY ALONG SAID ORIGINAL CENTER LINE, 101.94 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

OWNER: Dale L. Konicek, LLC

TRACT 1:

THAT PART OF THE EAST HALF OF SECTION 5 AND THAT PART OF THE WEST HALF OF SECTION 4, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON PIPE MONUMENT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH 01 DEGREE 15 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1730.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 362.35 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 31 SECONDS EAST 2025.23 FEET TO THE SOUTHERLY LINE OF COMMONWEALTH EDISON COMPANY PROPERTY DESCRIBED IN DOCUMENT 73-2720; THENCE NORTH 87 DEGREES 56 MINUTES 31 SECONDS EAST ALONG SAID SOUTHERLY LINE 1,222.89 FEET TO THE CENTERLINE OF ROB ROY DITCH; THENCE SOUTH 03 DEGREES 43 MINUTES 10 SECONDS EAST ALONG SAID CENTERLINE 577.07 FEET; THENCE SOUTH 01 DEGREE 49 MINUTES 41 SECONDS WEST ALONG SAID CENTERLINE 298.55 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 53 SECONDS EAST 15.64 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257; (THE NEXT 5 CALLS ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257) THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 170.64 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS EAST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 1,000.00 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS WEST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 36.62 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 925.95 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

TRACT 2:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST, LYING NORTHERLY OF A LINE EXTENDING EASTERLY FROM A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER, 2316 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 5, TO A POINT ON THE NORTH AND SOUTH CENTERLINE OF SAID SECTION, 2326.7 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION AND LYING SOUTHERLY OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY LINE PURSUANT TO DOCUMENT 73-2720, IN KENDALL COUNTY, ILLINOIS.

ALSO;

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH ON THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2460.05 FEET TO THE INTERSECTION WITH THE MOST SOUTHERLY LINE OF PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1966 AND KNOWN AS TRUST NUMBER 35339, BY A DEED DATED JANUARY 31, 1972 AND RECORDED JANUARY 31, 1972 AS DOCUMENT 72-467 TO THE POINT OF BEGINNING, THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 35339, WHICH FORMS AN ANGLE OF 89 DEGREES 57 MINUTES 27 SECONDS TO THE

LEFT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 812.66 FEET, THENCE NORTH 90 DEGREES 25 MINUTES 49 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 366.94 FEET, THENCE EASTERLY 88 DEGREES 43 MINUTES 04 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 809.73 FEET TO THE EAST LINE OF SAID SECTION 6, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 378.96 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

ALSO;

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH ON THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2474.60 FEET FOR THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, THENCE WESTERLY ON A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 57 MINUTES 19 SECONDS TO THE RIGHT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 812.66 FEET, THENCE NORTH ALONG A LINE 89 DEGREES 31 MINUTES 03 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 1.61 FEET TO THE INTERSECTION WITH THE MOST SOUTHERLY LINE OF THE PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1966 AND KNOWN AS TRUST NUMBER 35339 BY DEED DATED JANUARY 31, 1972 AND RECORDED JANUARY 31, 1972 AS DOCUMENT 72-467, THENCE EASTERLY ON THE SOUTHERLY LINE OF SAID PROPERTY CONVEYED TO THE LASALLE NATIONAL BANK, A DISTANCE OF 812.66 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 6, THENCE SOUTHERLY ON SAID EAST LINE, 13.55 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

TRACT 3:

LOT 2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 5 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE WEST 40 CHAINS TO THE SOUTHWEST CORNER OF SAID LOT, THENCE NORTH 38 1/2 LINKS TO THE SOUTH BANK OF DITCH, THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS EAST 40 CHAINS TO THE POINT OF BEGINNING AND EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST 1/4, 1961.60 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4, THENCE EAST ALONG SAID NORTH LINE

667.0 FEET, THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE, 396.0 FEET, THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 667.0 FEET, THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 396.0 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPTING THAT PART OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 5 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE WEST 40 CHAINS (RECORD), 2652.01 FEET (MEASURED) TO THE SOUTHWEST CORNER OF SAID LOT 2, THENCE NORTH 38 1/2 LINKS (RECORD), 25.41 FEET (MEASURED) TO THE SOUTH BANK OF A DITCH, THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS EAST (RECORD), NORTH 88 DEGREES 05 MINUTES 41 SECONDS EAST (MEASURED), 2593.76 FEET (MEASURED) TO THE POINT OF BEGINNING, THENCE NORTH 01 DEGREES 54 MINUTES 03 SECONDS WEST, 232.55 FEET TO A POINT ON A NON-TANGENT CURVE, THENCE NORTHEASTERLY 68.93 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 59 DEGREES 57 MINUTES 33 SECONDS EAST, 68.88

FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, THENCE SOUTH 01 DEGREES 16 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE, 265.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, THENCE SOUTH 88 DEGREES 05 MINUTES 41 SECONDS WEST, 57.84 FEET TO THE POINT OF BEGINNING) IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

TRACT 4:

THAT PART OF LOT 2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 4, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, THENCE NORTH 01 DEGREES 16 MINUTES 25 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 265.04 FEET TO A POINT ON A NON-TANGENT CURVE, THENCE NORTHEASTERLY 531.35 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 27 DEGREES 41 MINUTES 44 SECONDS EAST, 509.62 FEET TO A POINT OF TANGENCY, THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST 150.53 FEET, THENCE NORTH 89 DEGREES 08 MINUTES 11 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 110.00 FEET, THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED LINE, 912.39 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING 364.44 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 4 (AS MEASURED ALONG SAID NORTH LINE) AND SAID POINT ALSO BEING THE POINT OF TERMINUS, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

TRACT 5:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF SECTION 4, PART OF SECTION 5, PART OF THE NORTHEAST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF GALENA ROAD AS NOW ESTABLISHED ACROSS SAID SECTION 5 WITH THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 5; THENCE NORTH 00 DEGREES 02 MINUTES 49 SECONDS WEST ALONG SAID WEST LINE, 2673.13 FEET TO A POINT 2327.34 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE NORTH 89 DEGREES 36 MINUTES 30 SECONDS WEST 1323.10 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 30 SECONDS EAST 2325.56 FEET TO THE NORTH LINE OF SAID SECTION 5; THENCE SOUTH 89 DEGREES 41 MINUTES 06 SECONDS EAST ALONG SAID NORTH LINE 1319.49 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH 00 DEGREES 02 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 1828.36 FEET; THENCE NORTH 89 DEGREES 08 MINUTES EAST 3596.80 FEET TO THE CENTER LINE OF ROB ROY DITCH; THENCE SOUTH 00 DEGREES 22 MINUTES 03 SECONDS EAST ALONG SAID CENTER LINE 781.86 FEET; THENCE SOUTH 02 DEGREES 43 MINUTES 14 SECONDS WEST ALONG SAID CENTER LINE 300.01 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES EAST 291.15 FEET; THENCE SOUTH 00 DEGREES 56 MINUTES 40 SECONDS WEST 240.28 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 01 SECONDS EAST 1428.51 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 4; THENCE SOUTH 00 DEGREES 02 MINUTES 57 SECONDS EAST ALONG SAID EAST LINE 991.84 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 08 SECONDS WEST 1745.17 FEET TO THE CENTER LINE OF SAID ROB ROY DITCH; THENCE SOUTH 03 DEGREES 28 MINUTES 51 SECONDS WEST ALONG SAID CENTER LINE 1373.75 FEET; THENCE SOUTH 30 DEGREES 24 MINUTES 07 SECONDS WEST ALONG SAID CENTER LINE 600.81 FEET TO THE CENTER LINE OF SAID GALENA ROAD; THENCE NORTH 72 DEGREES 44 MINUTES WEST ALONG SAID CENTER LINE, 3318.05 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THAT PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF A LINE EXTENDING EASTERLY FROM A POINT ON SAID WEST LINE OF THE NORTHWEST 1/4 WHICH POINT IS 1876.07 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 5 TO A POINT ON THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 5 WHICH POINT IS 1828.85 FEET SOUTH OF SAID NORTH QUARTER CORNER, AND EXCEPT A STRIP OF LAND 205.00 FEET WIDE IN THE NORTHEAST 1/4 OF SECTION 5 AND THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH ALONG THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 5, A DISTANCE OF 1828.85 FEET TO THE NORTH LINE OF PROPERTY CONVEYED TO THE LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 10, 1967, KNOWN AS TRUST NO. 35913 RECORDED AS DOCUMENT NO. 154368 IN BOOK 152, PAGE 392 AS SAID NORTH LINE IS MONUMENTED AND OCCUPIED, HEREINAFTER REFERRED TO AS LINE "B", FOR THE POINT OR BEGINNING; THENCE EAST ALONG SAID LINE "B", A DISTANCE OF 3596.80 FEET TO THE CENTER LINE OF ROB ROY DITCH; THENCE SOUTHERLY ALONG THE CENTER LINE OF ROB ROY DITCH FORMING AN ANGLE OF 90 DEGREES 29 MINUTES 57 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 205.00 FEET TO THE INTERSECTION WITH A LINE 205.00 FEET PERPENDICULARLY DISTANT SOUTH OF AND PARALLEL WITH THE AFORESAID LINE "B"; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 3598.47 FEET TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 5; THENCE NORTH ALONG SAID NORTH AND SOUTH CENTER LINE 205.02 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPT THAT PART OF THE WEST HALF OF SAID SECTION 4 LYING EAST OF THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 47, IN KENDALL COUNTY, ILLINOIS.

AND ALSO EXCEPTING: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 5, THAT PART OF THE SOUTHWEST 1/4 OF SECTION 4, THAT PART OF THE NORTHEAST 1/4 OF SECTION 8 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON ROD MONUMENTING THE SOUTHEAST CORNER OF SECTION 5; THENCE NORTH 01 DEGREES 15 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE 1,550.82 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST 409.15 FEET PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 221.96 FEET; THENCE NORTH 37 DEGREES 44 MINUTES 29 SECONDS EAST 115.96 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 43 SECONDS EAST 196.55 FEET TO THE CENTERLINE OF THE ROB ROY DITCH; THENCE SOUTH 02 DEGREES 13 MINUTES 10 SECONDS WEST 1336.52 FEET ALONG SAID CENTERLINE; THENCE SOUTH 29 DEGREES 12 MINUTES 38 SECONDS WEST 600.81 FEET TO THE CENTERLINE OF GALENA ROAD AS NOW ESTABLISHED; THENCE NORTH 73 DEGREES 55 MINUTES 29 SECONDS WEST ALONG SAID CENTERLINE 677.76 FEET, THENCE NORTH 02 DEGREES 56 MINUTES 50 SECONDS WEST 348.47 FEET; THENCE NORTH 16 DEGREES 11 MINUTES 58 SECONDS EAST 599.13 FEET; THENCE NORTH 28 DEGREES 25 MINUTES 55 SECONDS EAST 750.54 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS,

AND ALSO EXCEPTING, THAT PART CONVEYED BY WARRANTY DEED RECORDED AUGUST 30, 2007 AS DOCUMENT 200700026496, DESCRIBED AS FOLLOWS: THAT PART OF THE EAST HALF OF SECTION 5 AND THAT PART OF THE WEST HALF OF SECTION 4, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON PIPE MONUMENTING THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH 01 DEGREES 15 MINUTES 55 SECONDS WEST ALONG THE EAST

LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1730.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 362.35 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 31 SECONDS EAST 2026.23 FEET TO THE SOUTHERLY LINE OF COMMONWEALTH EDISON COMPANY PROPERTY DESCRIBED IN DOCUMENT 73-2720; THENCE NORTH 87 DEGREES 56 MINUTES 31 SECONDS EAST ALONG SAID SOUTHERLY LINE 1,222.89 FEET TO THE CENTERLINE OF ROB ROY DITCH; THENCE SOUTH 03 DEGREES 43 MINUTES 10 SECONDS EAST ALONG SAID CENTERLINE 577.07 FEET; THENCE SOUTH 01 DEGREES 49 MINUTES 41 SECONDS WEST ALONG SAID CENTERLINE 298.55 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 53 SECONDS EAST 15.64 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257; (THE NEXT 5 CALLS ARE ALONG SAID WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257) THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 170.64 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS EAST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 48 SECONDS EAST, 1,000.00 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS WEST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 38.62 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 925.95 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 5 AND NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 5; THENCE EAST ALONG THE SECTION LINE 1331.4 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 07 MINUTES 00 SECONDS MEASURED FROM WEST TO SOUTH FROM THE SECTION LINE, 2321.5 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 33 MINUTES 00 SECONDS, MEASURED FROM NORTH TO WEST FROM THE LAST DESCRIBED COURSE, 1328.7 FEET TO THE WEST LINE OF SECTION 5; THENCE SOUTHERLY ALONG THE SECTION LINE, FORMING AN ANGLE OF 89 DEGREES 27 MINUTES 00 SECONDS MEASURED FROM EAST TO SOUTH FROM THE LAST DESCRIBED COURSE, 146.4 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 58 MINUTES 00 SECONDS, MEASURED FROM NORTH TO WEST FROM THE SECTION LINE, 1553 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 33 MINUTES 00 SECONDS, MEASURED FROM EAST TO NORTH FROM THE LAST DESCRIBED COURSE, 2461.1 FEET TO THE NORTH LINE OF SECTION 6; THENCE EASTERLY ALONG SAID NORTH LINE 1534 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT 1876.07 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 6, SAID POINT BEING ON THE NORTH LINE OF THE LAND CONVEYED TO COMMONWEALTH EDISON COMPANY BY DOCUMENT NO. R73-2841 (TRACT 1); THENCE WEST ALONG SAID NORTH LINE 1133.17 TO A POINT OF INTERSECTION WITH A LINE 415.0 FEET PERPENDICULARLY DISTANT EAST OF AND PARALLEL WITH THE EAST LINE OF THE LAND CONVEYED TO EARL P. AND EMMA V. KONICEK BY DEED RECORDED AS DOCUMENT NO. 136414 IN BOOK 126, PAGE 41; THENCE NORTH ON SAID PARALLEL LINE, ALSO BEING THE EAST LINE OF THE LAND CONVEYED TO SAID COMMONWEALTH EDISON COMPANY BY DOCUMENT NO. R73-2841, 1897.19 FEET TO THE NORTH LINE OF SAID SECTION 6 AND THE POINT OF TERMINATION; AND ALSO EXCEPT THAT PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF A LINE EXTENDED EASTERLY FROM A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4 OF

SECTION 5 WHICH POINT IS 1876.07 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 5 TO A POINT ON THE NORTH AND SOUTH CENTER LINE OF SECTION 5, WHICH POINT IS 1828.85 FEET SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION 5, ALL IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

TRACT 6:

PART OF THE EAST 1/2 OF SECTION 6; TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE OF 3407.85 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO SUSAN SCHMIDT BY WARRANTY DEED RECORDED DECEMBER 18, 1929 IN BOOK 80, PAGES 334 AND 335; THENCE WEST ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO SUSAN SCHMIDT A DISTANCE OF 1552.74 FEET TO THE EAST LINE OF PROPERTY CONVEYED TO EARL P KONICEK AND WIFE BY WARRANTY DEED DATED DECEMBER 4, 1961 RECORDED AS DOCUMENT 136414, THENCE SOUTH ALONG THE EAST LINE OF PROPERTY CONVEYED TO EARL P. KONICEK AND WIFE 1240.82 FEET TO THE CENTER LINE OF GALENA ROAD, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE 919.13 FEET TO AN ANGLE POINT WHICH IS 1312.43 FEET PERPENDICULARLY DISTANCE NORTH OF SAID SOUTH LINE OF SAID SECTION 6; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 26 DEGREES 45 MINUTES 35 SECOND TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 332.08 FEET TO THE NORTH LINE OF PARCEL TWO OF PROPERTY CONVEYED TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 45553 BY CONSERVATORS DEED RECORDED SEPTEMBER 17, 1973 AS DOCUMENT 73-4671; THENCE WESTERLY ALONG SAID NORTHERLY LINE FORMING AN ANGLE OF 62 DEGREES 01 MINUTES 01 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE 646.8 FEET TO THE CENTER LINE OF BEECHER ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 1362.40 FEET TO THE CENTER LINE OF GALENA ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE 460.52 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS, ALSO,

THAT PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF GALENA ROAD WITH THE EAST LINE OF SAID SECTION; THENCE NORTH 70 DEGREES 55 MINUTES WEST ALONG SAID CENTER LINE 276 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION 8, 200 FEET; THENCE SOUTH 70 DEGREES 55 MINUTES EAST 270 FEET TO THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 1456.6 FEET TO THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 470.51 FEET TO THE EASTERLY LINE OF PARCEL TWO OF THE PROPERTY CONVEYED TO CHICAGO TITLE AND TRUST COMPANY TRUSTEE UNDER TRUST NUMBER 45553 BY CONSERVATORS DEED RECORDED SEPTEMBER 17, 1973 AS DOCUMENT R73-4671; THENCE NORTHERLY ALONG SAID EASTERLY LINE 1006.52 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE WESTERLY ALONG THE NORTH LINE OF SAID PARCEL TWO 388.83 FEET TO THE INTERSECTION OF SAID NORTH LINE WITH THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN PARCEL ONE OF SAID DOCUMENT 73-4671; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF PARCEL ONE A DISTANCE OF 115.02 FEET TO AN ANGLE POINT ON SAID EASTERLY LINE OF PARCEL ONE WHICH IS 1112.06 FEET PERPENDICULARLY DISTANCE NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE NORTH ALONG A LINE FORMING AN ANGLE 26 DEGREES 45 MINUTES 38 SECOND TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE

OF 2329.35 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO DIANE R. KAPCHINSKI BY TRUSTEES DEED RECORDED JUNE 14, 1973 AS DOCUMENT 73-28243; THENCE EAST ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO DIANE R. KAPCHINSKI 812.68 FEET TO THE EAST LIEN OF SAID SECTION 6; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 6, 1319.90 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS, EXCEPT THE LEGAL DESCRIPTION INCLUDED IN THE WARRANTY DEED RECORDED AUGUST 24, 2020 AS DOCUMENT 202000016040.

OWNER: The Konicek Family Limited Partnership

A PART OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, THENCE EAST 19.508 CHAINS (1,287.528 FEET) TO AN IRON STAKE FOR PLACE OF BEGINNING, THENCE EAST ON THE NORTH LINE OF SAID SECTION 6, 44.599 CHAINS (2,943.534 FEET), THENCE SOUTH 16 MINUTES WEST 56.242 CHAINS (3,711.972 FEET) TO THE CENTER OF THE HIGHWAY, THENCE NORTH 73 DEGREES 58 MINUTES WEST 3.473 CHAINS (229.218 FEET) ALONG THE CENTER OF THE HIGHWAY, THENCE NORTH 79 DEGREES 37 MINUTES WEST 52.777 CHAINS (3,483.282 FEET) ALONG THE CENTER OF THE HIGHWAY, THENCE NORTH 79 DEGREES 16 MINUTES WEST 8.03 CHAINS (529.98 FEET) ALONG THE CENTER OF THE HIGHWAY TO AN IRON STAKE, THENCE NORTH 18 DEGREES 05 MINUTES EAST 10.258 CHAINS (677.028 FEET) TO AN IRON STAKE, THENCE NORTH 72 DEGREES 01 MINUTE WEST 6.632 CHAINS (437.712 FEET) TO AN IRON STAKE, THENCE NORTH 27 DEGREES 51 MINUTES EAST 11.60 CHAINS (765.6 FEET) TO AN IRON STAKE, THENCE NORTH 89 DEGREES 25 MINUTES EAST 11.535 CHAINS (761.31 FEET) TO THE CENTER OF THE HIGHWAY, THENCE NORTH 12 DEGREES 40 MINUTES EAST TO THE PLACE OF THE BEGINNING, SITUATED IN KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM RIGHT OF WAY DEDICATED FOR ASHE ROAD AND GALENA ROAD AND ALSO; EXCEPTING,

THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 19.508 CHAINS (1287.53 FEET); THENCE SOUTH 12 DEGREES 40 MINUTES WEST, 22.655 CHAINS (1495.23 FEET); THENCE SOUTH 89 DEGREES 25 MINUTES WEST, 11.535 CHAINS (761.31 FEET); THENCE SOUTH 27 DEGREES 50 MINUTES 42 SECONDS WEST, 765.57 FEET; THENCE SOUTH 72 DEGREES 01 MINUTES EAST, 437.71 FEET; THENCE SOUTH 18 DEGREES 05 MINUTES WEST, 637.63 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GALENA ROAD; THENCE SOUTH 77 DEGREES 03 MINUTES 31 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GALENA ROAD, 187.93 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 77 DEGREES 03 MINUTES 31 SECONDS EAST ALONG SAID RIGHT OF WAY LINE 136.30 FEET TO A POINT OF CURVE; THENCE CONTINUING EASTERLY ALONG SAID RIGHT OF WAY, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 14,285.00 FEET AND CHORD BEARING SOUTH 78 DEGREES 06 MINUTES 11 SECONDS EAST, 189.98 FEET TO A POINT OF BEND IN SAID RIGHT OF WAY; THENCE NORTH 14 DEGREES 08 MINUTES 51 SECONDS EAST ALONG SAID RIGHT OF WAY, 20.02 FEET TO A POINT OF BEND; THENCE EASTERLY ALONG SAID RIGHT OF WAY, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 14,265.00 FEET AND CHORD BEARING SOUTH 79 DEGREES 23 MINUTES 57 SECONDS EAST, A DISTANCE OF 453.85 FEET TO A POINT OF TANGENT; THENCE SOUTH 80 DEGREES 18 MINUTES 38 SECONDS EAST ALONG SAID RIGHT OF WAY, 29.82 FEET; THENCE NORTH 10 DEGREES 46 MINUTES 28 SECONDS EAST, 528.48 FEET; THENCE NORTH 79 DEGREES 13 MINUTES 32 SECONDS WEST, 810.97 FEET; THENCE

SOUTH 10 DEGREES 46 MINUTES 28 SECONDS WEST, 541.53 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, ALSO EXCEPTING, THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 19.508 CHAINS (1287.53 FEET) TO THE NORTHEAST CORNER OF EQUESTRIAN ESTATES AT LEGACY FARMS; THENCE SOUTH 12 DEGREES 40 MINUTES WEST ALONG THE EASTERLY LINE OF SAID SUBDIVISION AND SAID EAST LINE EXTENDED SOUTHERLY, 22.655 CHAINS (1495.23 FEET); THENCE NORTH 89 DEGREES 25 MINUTES EAST, 29.67 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ASHE ROAD AS RELOCATED FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 25 MINUTES 00 SECONDS WEST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 618.59 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 355.09 FEET; THENCE NORTH 89 DEGREES 25 MINUTES EAST, A DISTANCE OF 683.60 TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ASHE ROAD; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1482.39 FEET, WHOSE CHORD BEARS NORTH 10 DEGREES 57 MINUTES 30 SECONDS WEST, 360.99 FEET TO THE POINT OF BEGINNING IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PINS BY OWNER

Galena & 47TH LLC, MPLIV10 LLC	PIN: 02-05-300-003	CITY OF YORKVILLE
	PIN: 02-04-300-032	CITY OF YORKVILLE
	PIN: 02-04-300-024	CITY OF YORKVILLE
	PIN: 02-05-400-021	CITY OF YORKVILLE
	PIN: 02-09-100-031	CITY OF YORKVILLE
	PIN: 02-09-100-030	CITY OF YORKVILLE
Sanjay & Sameer Gupta	PIN: 02-04-100-015	CITY OF YORKVILLE
	PIN: 02-05-200-007	UNINCORPORATED
The Konicek Family Limited Partnership	PIN: 02-06-100-022	UNINCORPORATED
DALE L. KONICEK, LLC	PIN: 02-06-200-002	CITY OF YORKVILLE
	PIN: 02-05-400-022	CITY OF YORKVILLE
	PIN: 02-05-200-006	CITY OF YORKVILLE
	PIN: 02-04-100-016	CITY OF YORKVILLE
	PIN: 02-06-400-008	UNINCORPORATED
	PIN: 02-06-200-003	UNINCORPORATED
	PIN: 02-05-100-003	UNINCORPORATED
	PIN: 02-05-100-005	UNINCORPORATED
	PIN: 02-05-400-009	CITY OF YORKVILLE
	PIN: 02-04-300-018	CITY OF YORKVILLE
	PIN: 02-04-300-017	CITY OF YORKVILLE
	PIN: 02-06-400-001	UNINCORPORATED

LEGAL DESCRIPTION

OWNER: Sanjay & Sameer Gupta

PARCEL 1:

THAT PART OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 5 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WEST 40 CHAINS (RECORD), 2652.01 FEET (MEASURED) TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 38 1/2 LINKS (RECORD), 24.51 FEET (MEASURED) TO THE SOUTH BANK OF A DITCH; THENCE SOUTH 89 DEGREES 30 MINUTES EAST (RECORD), NORTH 88 DEGREES 05 MINUTES 41 SECONDS EAST (MEASURED), 2593.76 FEET (MEASURED) TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 54 MINUTES 03 SECONDS WEST, 232.55 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 68.93 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 59 DEGREES 57 MINUTES 33 SECONDS EAST, 68.88 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH 01 DEGREES 16 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE, 265.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88 DEGREES 05 MINUTES 41 SECONDS WEST, 57.84 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 2 OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH,

RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 4 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH ON THE SECTION LINE 26.80 CHAINS; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION, 14.30 CHAINS; THENCE IN A NORTHEASTERLY DIRECTION TO A POINT ON THE NORTH LINE OF SAID SECTION, 20.67 CHAINS EAST OF THE POINT OF BEGINNING; THENCE WEST ALONG THE SECTION LINE TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PART OF LOT 2 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 16 MINUTES 25 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 265.04 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 531.35 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 27 DEGREES 41 MINUTES 44 SECONDS EAST, 509.62 FEET TO A POINT OF TANGENCY, THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST 150.53 FEET, THENCE NORTH 89 DEGREES 08 MINUTES 11 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 110.00 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED LINE, 912.39 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING 364.44 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 4 (AS MEASURED ALONG SAID NORTH LINE) AND SAID POINT ALSO BEING THE POINT OF TERMINUS; IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

OWNER: Galena & 47th LLC and MPLIV10LLC

PARCEL 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 4 AND THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 01 DEGREE 19 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 990.0 FEET (15 CH.) TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN BOOK 163 AT PAGE 473; THENCE SOUTH 01 DEGREE 19 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE, 1.84 FEET TO A POINT ON THE SOUTHERLY LINE OF LANDS DESCRIBED IN BOOK 152 AT PAGE 392; THENCE SOUTH 87 DEGREES 52 MINUTES 56 SECONDS WEST ALONG SAID SOUTHERLY LINE AND THE WESTERLY EXTENSION THEREOF, 1722.34 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF THE RIGHT-OF-WAY OF ILLINOIS ROUTE 47 AS RECORDED IN DOCUMENT 907257 FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 09 MINUTES 41 SECONDS EAST ALONG SAID WESTERLY LINE, 128.76 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 19 SECONDS EAST ALONG SAID WESTERLY LINE, 10.0 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 41 SECONDS EAST ALONG SAID WESTERLY LINE, 787.46 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, BEING A CIRCULAR CURVE HAVING A RADIUS OF 1596.42 FEET CONCAVE TO THE WEST, THE CHORD OF WHICH BEARS SOUTH 13 DEGREES 43 MINUTES 37 SECONDS WEST, 773.94 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT BEARING NORTH 87 DEGREES 56 MINUTES 55 SECONDS EAST, 719.99 FEET FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY LINE, BEING A CIRCULAR CURVE HAVING A RADIUS OF 1596.42 FEET CONCAVE TO THE WEST, THE CHORD OF WHICH BEARS SOUTH 31 DEGREES 17 MINUTES 50 SECONDS WEST, 205.17 FEET; THENCE SOUTH 34 DEGREES 58 MINUTES 45 SECONDS WEST ALONG SAID WESTERLY LINE, 88.42 FEET TO THE CENTER LINE OF THE CHICAGO-GALENA ROAD; THENCE NORTH 74 DEGREES 20 MINUTES 53 SECONDS WEST, 41.71 FEET TO AN EASTERLY LINE OF SAID LANDS DESCRIBED IN BOOK 152 AT PAGE 392; THENCE NORTH 29 DEGREES 07 MINUTES 39

SECONDS EAST ALONG SAID EASTERLY LINE, 267.87 FEET TO SAID SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 56 MINUTES 55 SECONDS EAST ALONG SAID SOUTH LINE, 9.74 FEET TO A POINT ON THE WESTERLY LINE OF SAID LANDS DESCRIBED IN BOOK 163 AT PAGE 473; THENCE NORTH 27 DEGREES 39 MINUTES 29 SECONDS EAST ALONG SAID WESTERLY LINE, 366.26 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 29 SECONDS EAST ALONG SAID WESTERLY LINE, 756.55 FEET; THENCE DEPARTING FROM SAID WESTERLY LINE NORTH 02 DEGREES 12 MINUTES 23 SECONDS EAST, 581.48 FEET TO A POINT OF THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN BOOK 163 AT PAGE 473; THENCE NORTH 87 DEGREES 52 MINUTES 56 SECONDS EAST ALONG SAID SOUTHERLY LINE, 22.15 FEET TO THE POINT OF BEGINNING IN KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 5, THAT PART OF THE SOUTHWEST 1/4 OF SECTION 4, THAT PART OF THE NORTHEAST 1/4 OF SECTION 8 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON ROD MONUMENTING THE SOUTHEAST CORNER OF SECTION 5; THENCE NORTH 01 DEGREE 15 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1,550.82 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST 409.15 FEET PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 221.96 FEET; THENCE NORTH 37 DEGREES 44 MINUTES 29 SECONDS EAST 115.96 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 43 SECONDS EAST 196.55 FEET TO THE CENTERLINE OF THE ROB ROY DITCH; THENCE SOUTH 02 DEGREES 13 MINUTES 10 SECONDS WEST 1,336.52 FEET ALONG SAID CENTERLINE; THENCE SOUTH 29 DEGREES 12 MINUTES 38 SECONDS WEST 600.81 FEET TO THE CENTERLINE OF GALENA ROAD AS NOW ESTABLISHED; THENCE NORTH 73 DEGREES 55 MINUTES 29 SECONDS WEST ALONG SAID CENTERLINE 677.76 FEET; THENCE NORTH 02 DEGREES 56 MINUTES 50 SECONDS WEST 348.47 FEET; THENCE NORTH 16 DEGREES 11 MINUTES 58 SECONDS EAST 599.13 FEET; THENCE NORTH 28 DEGREES 26 MINUTES 55 SECONDS EAST 750.54 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE WEST HALF OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 642.93 FEET TO A POINT WHICH IS 162.00 FEET SOUTHERLY OF THE ORIGINAL CENTER LINE OF GALENA ROAD; THENCE WESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 102 DEGREES 56 MINUTES 02 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 100.00 FEET TO A POINT WHICH IS 169.50 FEET, AS MEASURED PARALLEL WITH SAID EAST LINE SOUTHERLY OF SAID ORIGINAL CENTER LINE TO THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH SAID EAST LINE, 14.66 FEET TO THE PRESENT CENTER LINE OF GALENA ROAD AS DEPICTED ON A PLAT RECORDED JUNE 5, 1964 AS DOCUMENT NUMBER 145193; THENCE WESTERLY ALONG SAID PRESENT CENTER LINE, 1675.69 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG SAID PRESENT CENTER LINE BEING ALONG A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 42,975.00 FEET, 933.19 FEET; THENCE WESTERLY, ALONG SAID PRESENT CENTER LINE, 64.12 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG SAID WEST LINE, 957.16 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, 920.88 FEET TO A POINT

WHICH IS 2,316.00 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE EASTERLY, 2,651.03 FEET TO A POINT ON THE EAST LINE OF SAID WEST HALF WHICH IS 2,326.70 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID WEST HALF, 2,686.96 FEET TO SAID ORIGINAL CENTER LINE; THENCE WESTERLY ALONG SAID ORIGINAL CENTER LINE, 101.94 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

OWNER: Dale L. Konicek, LLC

TRACT 1:

THAT PART OF THE EAST HALF OF SECTION 5 AND THAT PART OF THE WEST HALF OF SECTION 4, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON PIPE MONUMENT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH 01 DEGREE 15 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1730.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 362.35 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 31 SECONDS EAST 2025.23 FEET TO THE SOUTHERLY LINE OF COMMONWEALTH EDISON COMPANY PROPERTY DESCRIBED IN DOCUMENT 73-2720; THENCE NORTH 87 DEGREES 56 MINUTES 31 SECONDS EAST ALONG SAID SOUTHERLY LINE 1,222.89 FEET TO THE CENTERLINE OF ROB ROY DITCH; THENCE SOUTH 03 DEGREES 43 MINUTES 10 SECONDS EAST ALONG SAID CENTERLINE 577.07 FEET; THENCE SOUTH 01 DEGREE 49 MINUTES 41 SECONDS WEST ALONG SAID CENTERLINE 298.55 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 53 SECONDS EAST 15.64 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257; (THE NEXT 5 CALLS ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257) THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 170.64 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS EAST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 1,000.00 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS WEST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 36.62 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 925.95 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

TRACT 2:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST, LYING NORTHERLY OF A LINE EXTENDING EASTERLY FROM A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER, 2316 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 5, TO A POINT ON THE NORTH AND SOUTH CENTERLINE OF SAID SECTION, 2326.7 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION AND LYING SOUTHERLY OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY LINE PURSUANT TO DOCUMENT 73-2720, IN KENDALL COUNTY, ILLINOIS.

ALSO;

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH ON THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2460.05 FEET TO THE INTERSECTION WITH THE MOST SOUTHERLY LINE OF PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1966 AND KNOWN AS TRUST NUMBER 35339, BY A DEED DATED JANUARY 31, 1972 AND RECORDED JANUARY 31, 1972 AS DOCUMENT 72-467 TO THE POINT OF BEGINNING, THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST

NUMBER 35339, WHICH FORMS AN ANGLE OF 89 DEGREES 57 MINUTES 27 SECONDS TO THE LEFT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 812.66 FEET, THENCE NORTH 90 DEGREES 25 MINUTES 49 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 366.94 FEET, THENCE EASTERLY 88 DEGREES 43 MINUTES 04 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 809.73 FEET TO THE EAST LINE OF SAID SECTION 6, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 378.96 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

ALSO;

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH ON THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2474.60 FEET FOR THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, THENCE WESTERLY ON A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 57 MINUTES 19 SECONDS TO THE RIGHT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 812.66 FEET, THENCE NORTH ALONG A LINE 89 DEGREES 31 MINUTES 03 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 1.61 FEET TO THE INTERSECTION WITH THE MOST SOUTHERLY LINE OF THE PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1966 AND KNOWN AS TRUST NUMBER 35339 BY DEED DATED JANUARY 31, 1972 AND RECORDED JANUARY 31, 1972 AS DOCUMENT 72-467, THENCE EASTERLY ON THE SOUTHERLY LINE OF SAID PROPERTY CONVEYED TO THE LASALLE NATIONAL BANK, A DISTANCE OF 812.66 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 6, THENCE SOUTHERLY ON SAID EAST LINE, 13.55 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

TRACT 3:

LOT 2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 5 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE WEST 40 CHAINS TO THE SOUTHWEST CORNER OF SAID LOT, THENCE NORTH 38 1/2 LINKS TO THE SOUTH BANK OF DITCH, THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS EAST 40 CHAINS TO THE POINT OF BEGINNING AND EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST 1/4, 1961.60 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4, THENCE EAST ALONG SAID NORTH LINE

667.0 FEET, THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE, 396.0 FEET, THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 667.0 FEET, THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 396.0 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPTING THAT PART OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 5 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE WEST 40 CHAINS (RECORD), 2652.01 FEET (MEASURED) TO THE SOUTHWEST CORNER OF SAID LOT 2, THENCE NORTH 38 1/2 LINKS (RECORD), 25.41 FEET (MEASURED) TO THE SOUTH BANK OF A DITCH, THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS EAST (RECORD), NORTH 88 DEGREES 05 MINUTES 41 SECONDS EAST (MEASURED), 2593.76 FEET (MEASURED) TO THE POINT OF BEGINNING, THENCE NORTH 01 DEGREES 54 MINUTES 03 SECONDS WEST, 232.55 FEET TO A POINT ON A NON-TANGENT CURVE, THENCE NORTHEASTERLY 68.93 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00

FEET AND WHOSE CHORD BEARS NORTH 59 DEGREES 57 MINUTES 33 SECONDS EAST, 68.88 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, THENCE SOUTH 01 DEGREES 16 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE, 265.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, THENCE SOUTH 88 DEGREES 05 MINUTES 41 SECONDS WEST, 57.84 FEET TO THE POINT OF BEGINNING) IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

TRACT 4:

THAT PART OF LOT 2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 4, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, THENCE NORTH 01 DEGREES 16 MINUTES 25 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 265.04 FEET TO A POINT ON A NON-TANGENT CURVE, THENCE NORTHEASTERLY 531.35 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 27 DEGREES 41 MINUTES 44 SECONDS EAST, 509.62 FEET TO A POINT OF TANGENCY, THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST 150.53 FEET, THENCE NORTH 89 DEGREES 08 MINUTES 11 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 110.00 FEET, THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED LINE, 912.39 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING 364.44 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 4 (AS MEASURED ALONG SAID NORTH LINE) AND SAID POINT ALSO BEING THE POINT OF TERMINUS, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

TRACT 5:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF SECTION 4, PART OF SECTION 5, PART OF THE NORTHEAST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF GALENA ROAD AS NOW ESTABLISHED ACROSS SAID SECTION 5 WITH THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 5; THENCE NORTH 00 DEGREES 02 MINUTES 49 SECONDS WEST ALONG SAID WEST LINE, 2673.13 FEET TO A POINT 2327.34 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE NORTH 89 DEGREES 36 MINUTES 30 SECONDS WEST 1323.10 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 30 SECONDS EAST 2325.56 FEET TO THE NORTH LINE OF SAID SECTION 5; THENCE SOUTH 89 DEGREES 41 MINUTES 06 SECONDS EAST ALONG SAID NORTH LINE 1319.49 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH 00 DEGREES 02 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 1828.36 FEET; THENCE NORTH 89 DEGREES 08 MINUTES EAST 3596.80 FEET TO THE CENTER LINE OF ROB ROY DITCH; THENCE SOUTH 00 DEGREES 22 MINUTES 03 SECONDS EAST ALONG SAID CENTER LINE 781.86 FEET; THENCE SOUTH 02 DEGREES 43 MINUTES 14 SECONDS WEST ALONG SAID CENTER LINE 300.01 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES EAST 291.15 FEET; THENCE SOUTH 00 DEGREES 56 MINUTES 40 SECONDS WEST 240.28 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 01 SECONDS EAST 1428.51 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 4; THENCE SOUTH 00 DEGREES 02 MINUTES 57 SECONDS EAST ALONG SAID EAST LINE 991.84 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 08 SECONDS WEST 1745.17 FEET TO THE CENTER LINE OF SAID ROB ROY DITCH; THENCE SOUTH 03 DEGREES 28 MINUTES 51 SECONDS WEST ALONG SAID CENTER LINE 1373.75 FEET; THENCE SOUTH 30 DEGREES 24 MINUTES 07 SECONDS WEST ALONG SAID CENTER LINE 600.81 FEET TO THE CENTER LINE OF SAID GALENA ROAD; THENCE NORTH 72 DEGREES 44 MINUTES WEST ALONG SAID

CENTER LINE, 3318.05 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF A LINE EXTENDING EASTERLY FROM A POINT ON SAID WEST LINE OF THE NORTHWEST 1/4 WHICH POINT IS 1876.07 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 5 TO A POINT ON THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 5 WHICH POINT IS 1828.85 FEET SOUTH OF SAID NORTH QUARTER CORNER, AND EXCEPT A STRIP OF LAND 205.00 FEET WIDE IN THE NORTHEAST 1/4 OF SECTION 5 AND THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH ALONG THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 5, A DISTANCE OF 1828.85 FEET TO THE NORTH LINE OF PROPERTY CONVEYED TO THE LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 10, 1967, KNOWN AS TRUST NO. 35913 RECORDED AS DOCUMENT NO. 154368 IN BOOK 152, PAGE 392 AS SAID NORTH LINE IS MONUMENTED AND OCCUPIED, HEREINAFTER REFERRED TO AS LINE "B", FOR THE POINT OR BEGINNING; THENCE EAST ALONG SAID LINE "B", A DISTANCE OF 3596.80 FEET TO THE CENTER LINE OF ROB ROY DITCH; THENCE SOUTHERLY ALONG THE CENTER LINE OF ROB ROY DITCH FORMING AN ANGLE OF 90 DEGREES 29 MINUTES 57 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 205.00 FEET TO THE INTERSECTION WITH A LINE 205.00 FEET PERPENDICULARLY DISTANT SOUTH OF AND PARALLEL WITH THE AFORESAID LINE "B"; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 3598.47 FEET TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 5; THENCE NORTH ALONG SAID NORTH AND SOUTH CENTER LINE 205.02 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPT THAT PART OF THE WEST HALF OF SAID SECTION 4 LYING EAST OF THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 47, IN KENDALL COUNTY, ILLINOIS.

AND ALSO EXCEPTING: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 5, THAT PART OF THE SOUTHWEST 1/4 OF SECTION 4, THAT PART OF THE NORTHEAST 1/4 OF SECTION 8 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON ROD MONUMENTING THE SOUTHEAST CORNER OF SECTION 5; THENCE NORTH 01 DEGREES 15 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE 1,550.82 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST 409.15 FEET PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 221.96 FEET; THENCE NORTH 37 DEGREES 44 MINUTES 29 SECONDS EAST 115.96 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 43 SECONDS EAST 196.55 FEET TO THE CENTERLINE OF THE ROB ROY DITCH; THENCE SOUTH 02 DEGREES 13 MINUTES 10 SECONDS WEST 1336.52 FEET ALONG SAID CENTERLINE; THENCE SOUTH 29 DEGREES 12 MINUTES 38 SECONDS WEST 600.81 FEET TO THE CENTERLINE OF GALENA ROAD AS NOW ESTABLISHED; THENCE NORTH 73 DEGREES 55 MINUTES 29 SECONDS WEST ALONG SAID CENTERLINE 677.76 FEET, THENCE NORTH 02 DEGREES 56 MINUTES 50 SECONDS WEST 348.47 FEET; THENCE NORTH 16 DEGREES 11 MINUTES 58 SECONDS EAST 599.13 FEET; THENCE NORTH 28 DEGREES 25 MINUTES 55 SECONDS EAST 750.54 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS,

AND ALSO EXCEPTING, THAT PART CONVEYED BY WARRANTY DEED RECORDED AUGUST 30, 2007 AS DOCUMENT 200700026496, DESCRIBED AS FOLLOWS: THAT PART OF THE EAST HALF OF SECTION 5 AND THAT PART OF THE WEST HALF OF SECTION 4, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON PIPE MONUMENTING THE SOUTHEAST CORNER OF SAID

SECTION 5; THENCE NORTH 01 DEGREES 15 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1730.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 362.35 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 31 SECONDS EAST 2026.23 FEET TO THE SOUTHERLY LINE OF COMMONWEALTH EDISON COMPANY PROPERTY DESCRIBED IN DOCUMENT 73-2720; THENCE NORTH 87 DEGREES 56 MINUTES 31 SECONDS EAST ALONG SAID SOUTHERLY LINE 1,222.89 FEET TO THE CENTERLINE OF ROB ROY DITCH; THENCE SOUTH 03 DEGREES 43 MINUTES 10 SECONDS EAST ALONG SAID CENTERLINE 577.07 FEET; THENCE SOUTH 01 DEGREES 49 MINUTES 41 SECONDS WEST ALONG SAID CENTERLINE 298.55 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 53 SECONDS EAST 15.64 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257; (THE NEXT 5 CALLS ARE ALONG SAID WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257) THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 170.64 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS EAST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 48 SECONDS EAST, 1,000.00 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS WEST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 38.62 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 925.95 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 5 AND NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 5; THENCE EAST ALONG THE SECTION LINE 1331.4 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 07 MINUTES 00 SECONDS MEASURED FROM WEST TO SOUTH FROM THE SECTION LINE, 2321.5 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 33 MINUTES 00 SECONDS, MEASURED FROM NORTH TO WEST FROM THE LAST DESCRIBED COURSE, 1328.7 FEET TO THE WEST LINE OF SECTION 5; THENCE SOUTHERLY ALONG THE SECTION LINE, FORMING AN ANGLE OF 89 DEGREES 27 MINUTES 00 SECONDS MEASURED FROM EAST TO SOUTH FROM THE LAST DESCRIBED COURSE, 146.4 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 58 MINUTES 00 SECONDS, MEASURED FROM NORTH TO WEST FROM THE SECTION LINE, 1553 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 33 MINUTES 00 SECONDS, MEASURED FROM EAST TO NORTH FROM THE LAST DESCRIBED COURSE, 2461.1 FEET TO THE NORTH LINE OF SECTION 6; THENCE EASTERLY ALONG SAID NORTH LINE 1534 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT 1876.07 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 6, SAID POINT BEING ON THE NORTH LINE OF THE LAND CONVEYED TO COMMONWEALTH EDISON COMPANY BY DOCUMENT NO. R73-2841 (TRACT 1); THENCE WEST ALONG SAID NORTH LINE 1133.17 TO A POINT OF INTERSECTION WITH A LINE 415.0 FEET PERPENDICULARLY DISTANT EAST OF AND PARALLEL WITH THE EAST LINE OF THE LAND CONVEYED TO EARL P. AND EMMA V. KONICEK BY DEED RECORDED AS DOCUMENT NO. 136414 IN BOOK 126, PAGE 41; THENCE NORTH ON SAID PARALLEL LINE, ALSO BEING THE EAST LINE OF THE LAND CONVEYED TO SAID COMMONWEALTH EDISON COMPANY BY DOCUMENT NO. R73-2841, 1897.19 FEET TO THE NORTH LINE OF SAID SECTION 6 AND THE POINT OF TERMINATION; AND ALSO EXCEPT THAT PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF A LINE

EXTENDED EASTERLY FROM A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 5 WHICH POINT IS 1876.07 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 5 TO A POINT ON THE NORTH AND SOUTH CENTER LINE OF SECTION 5, WHICH POINT IS 1828.85 FEET SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION 5, ALL IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

TRACT 6:

PART OF THE EAST 1/2 OF SECTION 6; TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE OF 3407.85 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO SUSAN SCHMIDT BY WARRANTY DEED RECORDED DECEMBER 18, 1929 IN BOOK 80, PAGES 334 AND 335; THENCE WEST ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO SUSAN SCHMIDT A DISTANCE OF 1552.74 FEET TO THE EAST LINE OF PROPERTY CONVEYED TO EARL P KONICEK AND WIFE BY WARRANTY DEED DATED DECEMBER 4, 1961 RECORDED AS DOCUMENT 136414, THENCE SOUTH ALONG THE EAST LINE OF PROPERTY CONVEYED TO EARL P. KONICEK AND WIFE 1240.82 FEET TO THE CENTER LINE OF GALENA ROAD, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE 919.13 FEET TO AN ANGLE POINT WHICH IS 1312.43 FEET PERPENDICULARLY DISTANCE NORTH OF SAID SOUTH LINE OF SAID SECTION 6; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 26 DEGREES 45 MINUTES 35 SECOND TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 332.08 FEET TO THE NORTH LINE OF PARCEL TWO OF PROPERTY CONVEYED TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 45553 BY CONSERVATORS DEED RECORDED SEPTEMBER 17, 1973 AS DOCUMENT 73-4671; THENCE WESTERLY ALONG SAID NORTHERLY LINE FORMING AN ANGLE OF 62 DEGREES 01 MINUTES 01 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE 646.8 FEET TO THE CENTER LINE OF BEECHER ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 1362.40 FEET TO THE CENTER LINE OF GALENA ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE 460.52 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS, ALSO,

THAT PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF GALENA ROAD WITH THE EAST LINE OF SAID SECTION; THENCE NORTH 70 DEGREES 55 MINUTES WEST ALONG SAID CENTER LINE 276 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION 8, 200 FEET; THENCE SOUTH 70 DEGREES 55 MINUTES EAST 270 FEET TO THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 1456.6 FEET TO THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 470.51 FEET TO THE EASTERLY LINE OF PARCEL TWO OF THE PROPERTY CONVEYED TO CHICAGO TITLE AND TRUST COMPANY TRUSTEE UNDER TRUST NUMBER 45553 BY CONSERVATORS DEED RECORDED SEPTEMBER 17, 1973 AS DOCUMENT R73-4671; THENCE NORTHERLY ALONG SAID EASTERLY LINE 1006.52 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE WESTERLY ALONG THE NORTH LINE OF SAID PARCEL TWO 388.83 FEET TO THE INTERSECTION OF SAID NORTH LINE WITH THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN PARCEL ONE OF SAID DOCUMENT 73-4671; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF PARCEL ONE A DISTANCE OF 115.02 FEET TO AN ANGLE POINT ON SAID EASTERLY LINE OF PARCEL ONE WHICH IS 1112.06 FEET PERPENDICULARLY DISTANCE NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE NORTH ALONG A LINE FORMING AN ANGLE 26 DEGREES 45 MINUTES 38 SECOND

TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 2329.35 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO DIANE R. KAPCHINSKI BY TRUSTEES DEED RECORDED JUNE 14, 1973 AS DOCUMENT 73-28243; THENCE EAST ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO DIANE R. KAPCHINSKI 812.68 FEET TO THE EAST LIEN OF SAID SECTION 6; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 6, 1319.90 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS, EXCEPT THE LEGAL DESCRIPTION INCLUDED IN THE WARRANTY DEED RECORDED AUGUST 24, 2020 AS DOCUMENT 202000016040.

OWNER: The Konicek Family Limited Partnership

A PART OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, THENCE EAST 19.508 CHAINS (1,287.528 FEET) TO AN IRON STAKE FOR PLACE OF BEGINNING, THENCE EAST ON THE NORTH LINE OF SAID SECTION 6, 44.599 CHAINS (2,943.534 FEET), THENCE SOUTH 16 MINUTES WEST 56.242 CHAINS (3,711.972 FEET) TO THE CENTER OF THE HIGHWAY, THENCE NORTH 73 DEGREES 58 MINUTES WEST 3.473 CHAINS (229.218 FEET) ALONG THE CENTER OF THE HIGHWAY, THENCE NORTH 79 DEGREES 37 MINUTES WEST 52.777 CHAINS (3,483.282 FEET) ALONG THE CENTER OF THE HIGHWAY, THENCE NORTH 79 DEGREES 16 MINUTES WEST 8.03 CHAINS (529.98 FEET) ALONG THE CENTER OF THE HIGHWAY TO AN IRON STAKE, THENCE NORTH 18 DEGREES 05 MINUTES EAST 10.258 CHAINS (677.028 FEET) TO AN IRON STAKE, THENCE NORTH 72 DEGREES 01 MINUTE WEST 6.632 CHAINS (437.712 FEET) TO AN IRON STAKE, THENCE NORTH 27 DEGREES 51 MINUTES EAST 11.60 CHAINS (765.6 FEET) TO AN IRON STAKE, THENCE NORTH 89 DEGREES 25 MINUTES EAST 11.535 CHAINS (761.31 FEET) TO THE CENTER OF THE HIGHWAY, THENCE NORTH 12 DEGREES 40 MINUTES EAST TO THE PLACE OF THE BEGINNING, SITUATED IN KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM RIGHT OF WAY DEDICATED FOR ASHE ROAD AND GALENA ROAD AND ALSO; EXCEPTING,

THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 19.508 CHAINS (1287.53 FEET); THENCE SOUTH 12 DEGREES 40 MINUTES WEST, 22.655 CHAINS (1495.23 FEET); THENCE SOUTH 89 DEGREES 25 MINUTES WEST, 11.535 CHAINS (761.31 FEET); THENCE SOUTH 27 DEGREES 50 MINUTES 42 SECONDS WEST, 765.57 FEET; THENCE SOUTH 72 DEGREES 01 MINUTES EAST, 437.71 FEET; THENCE SOUTH 18 DEGREES 05 MINUTES WEST, 637.63 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GALENA ROAD; THENCE SOUTH 77 DEGREES 03 MINUTES 31 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GALENA ROAD, 187.93 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 77 DEGREES 03 MINUTES 31 SECONDS EAST ALONG SAID RIGHT OF WAY LINE 136.30 FEET TO A POINT OF CURVE; THENCE CONTINUING EASTERLY ALONG SAID RIGHT OF WAY, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 14,285.00 FEET AND CHORD BEARING SOUTH 78 DEGREES 06 MINUTES 11 SECONDS EAST, 189.98 FEET TO A POINT OF BEND IN SAID RIGHT OF WAY; THENCE NORTH 14 DEGREES 08 MINUTES 51 SECONDS EAST ALONG SAID RIGHT OF WAY, 20.02 FEET TO A POINT OF BEND; THENCE EASTERLY ALONG SAID RIGHT OF WAY, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 14,265.00 FEET AND CHORD BEARING SOUTH 79 DEGREES 23 MINUTES 57 SECONDS EAST, A DISTANCE OF 453.85 FEET TO A POINT OF TANGENT; THENCE SOUTH 80 DEGREES 18 MINUTES 38 SECONDS EAST ALONG SAID RIGHT OF WAY, 29.82 FEET; THENCE NORTH 10 DEGREES 46 MINUTES 28 SECONDS EAST, 528.48

FEET; THENCE NORTH 79 DEGREES 13 MINUTES 32 SECONDS WEST, 810.97 FEET; THENCE SOUTH 10 DEGREES 46 MINUTES 28 SECONDS WEST, 541.53 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, ALSO EXCEPTING, THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 19.508 CHAINS (1287.53 FEET) TO THE NORTHEAST CORNER OF EQUESTRIAN ESTATES AT LEGACY FARMS; THENCE SOUTH 12 DEGREES 40 MINUTES WEST ALONG THE EASTERLY LINE OF SAID SUBDIVISION AND SAID EAST LINE EXTENDED SOUTHERLY, 22.655 CHAINS (1495.23 FEET); THENCE NORTH 89 DEGREES 25 MINUTES EAST, 29.67 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ASHE ROAD AS RELOCATED FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 25 MINUTES 00 SECONDS WEST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 618.59 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 355.09 FEET; THENCE NORTH 89 DEGREES 25 MINUTES EAST, A DISTANCE OF 683.60 TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ASHE ROAD; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1482.39 FEET, WHOSE CHORD BEARS NORTH 10 DEGREES 57 MINUTES 30 SECONDS WEST, 360.99 FEET TO THE POINT OF BEGINNING IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PROJECT CARDINAL

Section 14

Consents of Owners

March 11, 2025

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

**Re: Authorization to file Applications for Annexation, Rezoning and a Planned
Unit Development with United City of Yorkville, Kendall County, Illinois**

Dear Ms. Barksdale-Noble:

The undersigned (the “Owner”) holds title to that certain property located in Kendall County and legally described on Exhibit A attached hereto (the “Property”). Pioneer Development, LLC (the “Contract Purchaser”) has executed a purchase and sale agreement for the Property. The Contract Purchaser intends to file applications with the United City of Yorkville (“City”) for (a) annexation of all or part of the Property; (b) a rezoning of the Property; (c) a planned unit development; and (d) such other relief and approvals as may be necessary in furtherance of the Contract Purchaser’s intended development of the Property. In connection with the Contract Purchaser’s applications, the Owner hereby consents to the Contract Purchaser, and any affiliated or authorized entity or entities (including, without limitation, legal counsel), to: (xx) file such applications; (yy) pursue approval of said applications; and (zz) take any and all related actions which may be necessary or appropriate in connection with processing such applications.

Owner provides this consent on the condition that any change to the Property approved by the City as a result of an application filed by Contract Purchaser will not be effective until the closing on the purchase of the Property by Contract Purchaser.

Thank you for your consideration. If you have any questions regarding the foregoing consent, please contact the undersigned.

[SIGNATURE PAGE FOLLOWS]

OWNERS:

GALENA & 47TH, LLC

By: Nicholas M. Ryan

Name: Nicholas M. Ryan

Its: manager of MLI Hiller, LLC, its manager

AND

MPLIV10, LLC

By: Nicholas M. Ryan

Name: Nicholas M. Ryan

Its: manager of MPLIV Yorkville, LLC, its manager

Address: 855 Mobile Ct. Naperville, IL 60540

Phone: (630) 420-4730

SUBSCRIBED AND SWORN TO BEFORE ME
this 11th day of March, 2025.

Zyren MacPosadas
NOTARY PUBLIC

(SEAL)

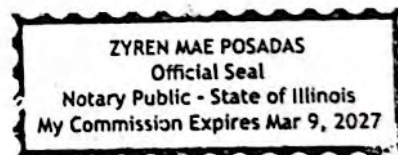


EXHIBIT A
PROPERTY LEGAL DESCRIPTION

ADDRESS: 170 acres Yorkville, IL

PINs: 02-05-300-003

02-04-300-032

02-05-400-021

02-04-300-024

02-09-100-031

02-09-100-030

PARCEL 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 4 AND THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 01 DEGREE 19 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 990.0 FEET (15 CH.) TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN BOOK 163 AT PAGE 473; THENCE SOUTH 01 DEGREE 19 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE, 1.84 FEET TO A POINT ON THE SOUTHERLY LINE OF LANDS DESCRIBED IN BOOK 152 AT PAGE 392; THENCE SOUTH 87 DEGREES 52 MINUTES 56 SECONDS WEST ALONG SAID SOUTHERLY LINE AND THE WESTERLY EXTENSION THEREOF, 1722.34 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF THE RIGHT-OF-WAY OF ILLINOIS ROUTE 47 AS RECORDED IN DOCUMENT 907257 FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 09 MINUTES 41 SECONDS EAST ALONG SAID WESTERLY LINE, 128.76 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 19 SECONDS EAST ALONG SAID WESTERLY LINE, 10.0 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 41 SECONDS EAST ALONG SAID WESTERLY LINE, 787.46 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, BEING A CIRCULAR CURVE HAVING A RADIUS OF 1596.42 FEET CONCAVE TO THE WEST, THE CHORD OF WHICH BEARS SOUTH 13 DEGREES 43 MINUTES 37 SECONDS WEST, 773.94 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT BEARING NORTH 87 DEGREES 56 MINUTES 55 SECONDS EAST, 719.99 FEET FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY LINE, BEING A CIRCULAR CURVE HAVING A RADIUS OF 1596.42 FEET CONCAVE TO THE WEST, THE CHORD OF WHICH BEARS SOUTH 31 DEGREES 17 MINUTES 50 SECONDS WEST, 205.17 FEET; THENCE SOUTH 34 DEGREES 58 MINUTES 45 SECONDS WEST ALONG SAID WESTERLY LINE, 88.42 FEET TO THE CENTER LINE OF THE CHICAGO-GALENA ROAD; THENCE NORTH 74 DEGREES 20 MINUTES 53 SECONDS WEST, 41.71 FEET TO AN EASTERLY LINE OF SAID LANDS DESCRIBED IN BOOK 152 AT PAGE 392; THENCE NORTH 29 DEGREES 07 MINUTES 39 SECONDS EAST ALONG SAID EASTERLY LINE, 267.87 FEET TO SAID SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 56 MINUTES 55 SECONDS EAST ALONG SAID SOUTH LINE, 9.74 FEET TO A POINT ON THE WESTERLY LINE OF SAID LANDS DESCRIBED IN BOOK 163 AT PAGE 473; THENCE

NORTH 27 DEGREES 39 MINUTES 29 SECONDS EAST ALONG SAID WESTERLY LINE, 366.26 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 29 SECONDS EAST ALONG SAID WESTERLY LINE, 756.55 FEET; THENCE DEPARTING FROM SAID WESTERLY LINE NORTH 02 DEGREES 12 MINUTES 23 SECONDS EAST, 581.48 FEET TO A POINT OF THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN BOOK 163 AT PAGE 473; THENCE NORTH 87 DEGREES 52 MINUTES 56 SECONDS EAST ALONG SAID SOUTHERLY LINE, 22.15 FEET TO THE POINT OF BEGINNING IN KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 5, THAT PART OF THE SOUTHWEST 1/4 OF SECTION 4, THAT PART OF THE NORTHEAST 1/4 OF SECTION 8 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON ROD MONUMENTING THE SOUTHEAST CORNER OF SECTION 5; THENCE NORTH 01 DEGREE 15 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1,550.82 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST 409.15 FEET PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 221.96 FEET; THENCE NORTH 37 DEGREES 44 MINUTES 29 SECONDS EAST 115.96 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 43 SECONDS EAST 196.55 FEET TO THE CENTERLINE OF THE ROB ROY DITCH; THENCE SOUTH 02 DEGREES 13 MINUTES 10 SECONDS WEST 1,336.52 FEET ALONG SAID CENTERLINE; THENCE SOUTH 29 DEGREES 12 MINUTES 38 SECONDS WEST 600.81 FEET TO THE CENTERLINE OF GALENA ROAD AS NOW ESTABLISHED; THENCE NORTH 73 DEGREES 55 MINUTES 29 SECONDS WEST ALONG SAID CENTERLINE 677.76 FEET; THENCE NORTH 02 DEGREES 56 MINUTES 50 SECONDS WEST 348.47 FEET; THENCE NORTH 16 DEGREES 11 MINUTES 58 SECONDS EAST 599.13 FEET; THENCE NORTH 28 DEGREES 26 MINUTES 55 SECONDS EAST 750.54 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE WEST HALF OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 642.93 FEET TO A POINT WHICH IS 162.00 FEET SOUTHERLY OF THE ORIGINAL CENTER LINE OF GALENA ROAD; THENCE WESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 102 DEGREES 56 MINUTES 02 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 100.00 FEET TO A POINT WHICH IS 169.50 FEET, AS MEASURED PARALLEL WITH SAID EAST LINE SOUTHERLY OF SAID ORIGINAL CENTER LINE TO THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH SAID EAST LINE, 14.66 FEET TO THE PRESENT CENTER LINE OF GALENA ROAD AS DEPICTED ON A PLAT RECORDED JUNE 5, 1964 AS DOCUMENT NUMBER 145193; THENCE WESTERLY ALONG SAID

PRESENT CENTER LINE, 1675.69 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG SAID PRESENT CENTER LINE BEING ALONG A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 42,975.00 FEET, 933.19 FEET; THENCE WESTERLY, ALONG SAID PRESENT CENTER LINE, 64.12 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG SAID WEST LINE, 957.16 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, 920.88 FEET TO A POINT WHICH IS 2,316.00 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE EASTERLY, 2,651.03 FEET TO A POINT ON THE EAST LINE OF SAID WEST HALF WHICH IS 2,326.70 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID WEST HALF, 2,686.96 FEET TO SAID ORIGINAL CENTER LINE; THENCE WESTERLY ALONG SAID ORIGINAL CENTER LINE, 101.94 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

March 12, 2025

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

**Re: Authorization to file Applications for Annexation, Rezoning and a Planned
Unit Development with United City of Yorkville, Kendall County, Illinois**

Dear Ms. Barksdale-Noble:

The undersigned (the "Owner") holds title to that certain property located in Kendall County and legally described on Exhibit A attached hereto (the "Property"). Pioneer Development, LLC (the "Contract Purchaser") has executed a purchase and sale agreement for the Property. The Contract Purchaser intends to file applications with the United City of Yorkville ("City") for (a) annexation of all or part of the Property; (b) a rezoning of the Property; (c) a planned unit development; and (d) such other relief and approvals as may be necessary in furtherance of the Contract Purchaser's intended development of the Property. In connection with the Contract Purchaser's applications, the Owner hereby consents to the Contract Purchaser, and any affiliated or authorized entity or entities (including, without limitation, legal counsel), to: (xx) file such applications; (yy) pursue approval of said applications; and (zz) take any and all related actions which may be necessary or appropriate in connection with processing such applications.

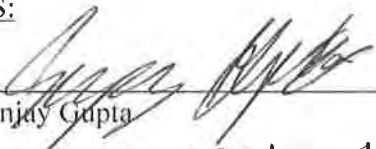
Owner provides this consent on the condition that any change to the Property approved by the City as a result of an application filed by Contract Purchaser will not be effective until the closing on the purchase of the Property by Contract Purchaser.

Thank you for your consideration. If you have any questions regarding the foregoing consent, please contact the undersigned.

[SIGNATURE PAGE FOLLOWS]

SANJAY GUPTA
SAMEER GUPTA

OWNERS:

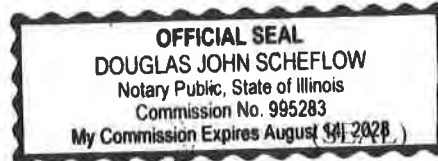

Sanjay Gupta


Sameer Gupta

Address: 3N982 Walt Whitman Rd St Charles IL 60175
Phone: 630-788-4201

SUBSCRIBED AND SWORN TO BEFORE ME
this 12th day of March, 2025.


NOTARY PUBLIC



SUBSCRIBED AND SWORN TO BEFORE ME
this 12th day of March, 2025.


NOTARY PUBLIC



EXHIBIT A
PROPERTY LEGAL DESCRIPTION

ADDRESS: 35 acres at Baseline Road - Route 47 Yorkville, IL

PINs: 02-04-100-015

02-05-200-007

02-04-100-006 retired

PARCEL 1:

THAT PART OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 5 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WEST 40 CHAINS (RECORD), 2652.01 FEET (MEASURED) TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 38 1/2 LINKS (RECORD), 24.51 FEET (MEASURED) TO THE SOUTH BANK OF A DITCH; THENCE SOUTH 89 DEGREES 30 MINUTES EAST (RECORD), NORTH 88 DEGREES 05 MINUTES 41 SECONDS EAST (MEASURED), 2593.76 FEET (MEASURED) TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 54 MINUTES 03 SECONDS WEST, 232.55 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 68.93 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 59 DEGREES 57 MINUTES 33 SECONDS EAST, 68.88 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH 01 DEGREES 16 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE, 265.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88 DEGREES 05 MINUTES 41 SECONDS WEST, 57.84 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 2 OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 4 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH ON THE SECTION LINE 26.80 CHAINS; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION, 14.30 CHAINS; THENCE IN A NORTHEASTERLY DIRECTION TO A POINT ON THE NORTH LINE OF SAID SECTION, 20.67 CHAINS EAST OF THE POINT OF BEGINNING; THENCE WEST ALONG THE SECTION LINE TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PART OF LOT 2 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 16 MINUTES 25 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 265.04 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 531.35 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 27 DEGREES 41 MINUTES 44 SECONDS EAST, 509.62 FEET TO A POINT OF TANGENCY, THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST 150.53 FEET, THENCE NORTH 89 DEGREES 08 MINUTES 11

SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 110.00 FEET;
THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST PERPENDICULAR TO
THE LAST DESCRIBED LINE, 912.39 FEET TO A POINT ON THE NORTH LINE OF SAID
LOT 2, SAID POINT BEING 364.44 FEET EAST OF THE NORTHWEST CORNER OF SAID
SECTION 4 (AS MEASURED ALONG SAID NORTH LINE) AND SAID POINT ALSO
BEING THE POINT OF TERMINUS; IN THE TOWNSHIP OF BRISTOL, KENDALL
COUNTY, ILLINOIS.

March 12, 2025

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

**Re: Authorization to file Applications for Annexation, Rezoning and a Planned
Unit Development with United City of Yorkville, Kendall County, Illinois**

Dear Ms. Barksdale-Noble:

The undersigned (the "Owner") holds title to that certain property located in Kendall County and legally described on Exhibit A attached hereto (the "Property"). Pioneer Development, LLC (the "Contract Purchaser") has executed a purchase and sale agreement for the Property. The Contract Purchaser intends to file applications with the United City of Yorkville ("City") for (a) annexation of all or part of the Property; (b) a rezoning of the Property; (c) a planned unit development; and (d) such other relief and approvals as may be necessary in furtherance of the Contract Purchaser's intended development of the Property. In connection with the Contract Purchaser's applications, the Owner hereby consents to the Contract Purchaser, and any affiliated or authorized entity or entities (including, without limitation, legal counsel), to: (xx) file such applications; (yy) pursue approval of said applications; and (zz) take any and all related actions which may be necessary or appropriate in connection with processing such applications.

Owner provides this consent on the condition that any change to the Property approved by the City as a result of an application filed by Contract Purchaser will not be effective until the closing on the purchase of the Property by Contract Purchaser.

Thank you for your consideration. If you have any questions regarding the foregoing consent, please contact the undersigned.

[SIGNATURE PAGE FOLLOWS]

OWNER:

DALE L. KONICEK, LLC

By: Dale L. Konicek LLC

Name: Dale L. Konicek

Its: Manager

Address: 6327 Walker Road, Yorkville, IL 60560
Phone: 630-560-3458

SUBSCRIBED AND SWORN TO BEFORE ME
this 12th day of March, 2025.

Colleen T. Hanson
NOTARY PUBLIC

(SEAL)



EXHIBIT A
PROPERTY LEGAL DESCRIPTION

ADDRESS: 10321 Galena Road Yorkville, IL 60560

PINs: 02-06-400-008
02-05-100-003
02-05-100-005
02-04-300-018
02-04-300-017
02-06-400-001

TRACT 1:

THAT PART OF THE EAST HALF OF SECTION 5 AND THAT PART OF THE WEST HALF OF SECTION 4, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON PIPE MONUMENT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH 01 DEGREE 15 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1730.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 362.35 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 31 SECONDS EAST 2025.23 FEET TO THE SOUTHERLY LINE OF COMMONWEALTH EDISON COMPANY PROPERTY DESCRIBED IN DOCUMENT 73-2720; THENCE NORTH 87 DEGREES 56 MINUTES 31 SECONDS EAST ALONG SAID SOUTHERLY LINE 1,222.89 FEET TO THE CENTERLINE OF ROB ROY DITCH; THENCE SOUTH 03 DEGREES 43 MINUTES 10 SECONDS EAST ALONG SAID CENTERLINE 577.07 FEET; THENCE SOUTH 01 DEGREE 49 MINUTES 41 SECONDS WEST ALONG SAID CENTERLINE 298.55 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 53 SECONDS EAST 15.64 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257; (THE NEXT 5 CALLS ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257) THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 170.64 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS EAST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 1,000.00 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS WEST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 36.62 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 925.95 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

TRACT 2:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST, LYING NORTHERLY OF A LINE EXTENDING EASTERLY FROM A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER, 2316 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 5, TO A POINT ON THE NORTH AND SOUTH CENTERLINE OF SAID SECTION, 2326.7 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION AND LYING SOUTHERLY OF THE COMMONWEALTH

EDISON COMPANY RIGHT OF WAY LINE PURSUANT TO DOCUMENT 73-2720, IN KENDALL COUNTY, ILLINOIS.

ALSO;

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH ON THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2460.05 FEET TO THE INTERSECTION WITH THE MOST SOUTHERLY

LINE OF PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1966 AND KNOWN AS TRUST NUMBER 35339, BY A DEED DATED JANUARY 31, 1972 AND RECORDED JANUARY 31, 1972 AS DOCUMENT 72-467 TO THE POINT OF BEGINNING, THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 35339, WHICH FORMS AN ANGLE OF 89 DEGREES 57 MINUTES 27 SECONDS TO THE LEFT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 812.66 FEET, THENCE NORTH 90 DEGREES 25 MINUTES 49 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 366.94 FEET, THENCE EASTERLY 88 DEGREES 43 MINUTES 04 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 809.73 FEET TO THE EAST LINE OF SAID SECTION 6, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 378.96 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

ALSO;

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH ON THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2474.60 FEET FOR THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, THENCE WESTERLY ON A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 57 MINUTES 19 SECONDS TO THE RIGHT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 812.66 FEET, THENCE NORTH ALONG A LINE 89 DEGREES 31 MINUTES 03 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 1.61 FEET TO THE INTERSECTION WITH THE MOST SOUTHERLY LINE OF THE PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1966 AND KNOWN AS TRUST NUMBER 35339 BY DEED DATED JANUARY 31, 1972 AND RECORDED JANUARY 31, 1972 AS DOCUMENT 72-467, THENCE EASTERLY ON THE SOUTHERLY LINE OF SAID PROPERTY CONVEYED TO THE LASALLE NATIONAL BANK, A DISTANCE OF 812.66 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 6, THENCE SOUTHERLY ON SAID EAST LINE, 13.55 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

TRACT 3:

LOT 2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE

GOVERNMENT SURVEY OF SAID SECTION 5 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE WEST 40 CHAINS TO THE SOUTHWEST CORNER OF SAID LOT, THENCE NORTH 38 1/2 LINKS TO THE SOUTH BANK OF DITCH, THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS EAST 40 CHAINS TO THE POINT OF BEGINNING AND EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST 1/4, 1961.60 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4, THENCE EAST ALONG SAID NORTH LINE

667.0 FEET, THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE, 396.0 FEET, THENCE

WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 667.0 FEET, THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 396.0 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPTING THAT PART OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 5 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE WEST 40 CHAINS (RECORD), 2652.01 FEET (MEASURED) TO THE SOUTHWEST CORNER OF SAID LOT 2, THENCE NORTH 38 1/2 LINKS (RECORD), 25.41 FEET (MEASURED) TO THE SOUTH BANK OF A DITCH, THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS EAST (RECORD), NORTH 88 DEGREES 05 MINUTES 41 SECONDS EAST (MEASURED), 2593.76 FEET (MEASURED) TO THE POINT OF BEGINNING, THENCE NORTH 01 DEGREES 54 MINUTES 03 SECONDS WEST, 232.55 FEET TO A POINT ON A NON-TANGENT CURVE, THENCE NORTHEASTERLY 68.93 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 59 DEGREES 57 MINUTES 33 SECONDS EAST, 68.88 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, THENCE SOUTH 01 DEGREES 16 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE, 265.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, THENCE SOUTH 88 DEGREES 05 MINUTES 41 SECONDS WEST, 57.84 FEET TO THE POINT OF BEGINNING) IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

TRACT 4:

THAT PART OF LOT 2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 4, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, THENCE NORTH 01 DEGREES 16 MINUTES 25 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 265.04 FEET TO A POINT ON A NON-TANGENT CURVE, THENCE NORTHEASTERLY 531.35 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 27 DEGREES 41 MINUTES 44 SECONDS EAST, 509.62 FEET TO A POINT OF TANGENCY, THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST 150.53

FEET, THENCE NORTH 89 DEGREES 08 MINUTES 11 SECONDS EAST,
PERPENDICULAR TO THE LAST DESCRIBED LINE,
110.00 FEET, THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST
PERPENDICULAR
TO THE LAST DESCRIBED LINE, 912.39 FEET TO A POINT ON THE NORTH LINE OF
SAID LOT 2, SAID POINT BEING 364.44 FEET EAST OF THE NORTHWEST CORNER OF
SAID SECTION 4 (AS MEASURED ALONG SAID NORTH LINE) AND SAID POINT ALSO
BEING THE POINT OF TERMINUS, IN THE TOWNSHIP OF BRISTOL, KENDALL
COUNTY, ILLINOIS.

TRACT 5:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF SECTION 4, PART OF SECTION 5, PART OF THE
NORTHEAST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 9,
ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE
CENTER LINE OF GALENA ROAD AS NOW ESTABLISHED ACROSS SAID SECTION 5
WITH THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 5; THENCE NORTH 00
DEGREES 02 MINUTES 49 SECONDS WEST ALONG SAID WEST LINE, 2673.13 FEET
TO A POINT 2327.34 FEET SOUTH OF THE NORTHEAST CORNER OF THE
NORTHWEST 1/4 OF SAID SECTION 5; THENCE NORTH 89 DEGREES 36 MINUTES 30
SECONDS WEST 1323.10 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 30
SECONDS EAST 2325.56 FEET TO THE NORTH LINE OF SAID SECTION 5; THENCE
SOUTH 89 DEGREES 41 MINUTES 06 SECONDS EAST ALONG SAID NORTH LINE
1319.49 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID
SECTION 5; THENCE SOUTH 00 DEGREES 02 MINUTES 49 SECONDS EAST ALONG
THE WEST LINE OF SAID NORTHEAST 1/4 1828.36 FEET; THENCE NORTH 89
DEGREES 08 MINUTES EAST 3596.80 FEET TO THE CENTER LINE OF ROB ROY
DITCH; THENCE SOUTH 00 DEGREES 22 MINUTES 03 SECONDS EAST ALONG SAID
CENTER LINE 781.86 FEET; THENCE SOUTH 02 DEGREES 43 MINUTES 14 SECONDS
WEST ALONG SAID CENTER LINE
300.01 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES EAST 291.15 FEET; THENCE
SOUTH 00
DEGREES 56 MINUTES 40 SECONDS WEST 240.28 FEET; THENCE NORTH 89
DEGREES 14 MINUTES 01 SECONDS EAST 1428.51 FEET TO THE EAST LINE OF THE
WEST 1/2 OF SAID SECTION 4; THENCE SOUTH 00 DEGREES 02 MINUTES 57
SECONDS EAST ALONG SAID EAST LINE 991.84 FEET; THENCE SOUTH 89 DEGREES
09 MINUTES 08 SECONDS WEST 1745.17 FEET TO THE CENTER LINE OF SAID ROB
ROY DITCH; THENCE SOUTH 03 DEGREES 28 MINUTES 51 SECONDS WEST ALONG
SAID CENTER LINE 1373.75 FEET; THENCE SOUTH 30 DEGREES 24 MINUTES 07
SECONDS WEST ALONG SAID CENTER LINE 600.81 FEET TO THE CENTER LINE OF
SAID GALENA ROAD; THENCE NORTH 72 DEGREES 44 MINUTES WEST ALONG SAID
CENTER LINE, 3318.05 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THAT PART OF THE NORTHWEST 1/4 OF SECTION 5,
TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING

SOUTH OF A LINE EXTENDING EASTERLY FROM A POINT ON SAID WEST LINE OF THE NORTHWEST 1/4 WHICH POINT IS 1876.07 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 5 TO A POINT ON THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 5 WHICH POINT IS 1828.85 FEET SOUTH OF SAID NORTH QUARTER CORNER, AND EXCEPT A STRIP OF LAND 205.00 FEET WIDE IN THE NORTHEAST 1/4 OF SECTION 5 AND THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH ALONG THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 5, A DISTANCE OF 1828.85 FEET TO THE NORTH LINE OF PROPERTY CONVEYED TO THE LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 10, 1967, KNOWN AS TRUST NO. 35913 RECORDED AS DOCUMENT NO. 154368 IN BOOK 152, PAGE 392 AS SAID NORTH LINE IS MONUMENTED AND OCCUPIED, HEREINAFTER REFERRED TO AS LINE "B", FOR THE POINT OR BEGINNING; THENCE EAST ALONG SAID LINE "B", A DISTANCE OF 3596.80 FEET TO THE CENTER LINE OF ROB ROY DITCH; THENCE SOUTHERLY ALONG THE CENTER LINE OF ROB ROY DITCH FORMING AN ANGLE OF 90 DEGREES 29 MINUTES 57 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 205.00 FEET TO THE INTERSECTION WITH A LINE 205.00 FEET PERPENDICULARLY DISTANT SOUTH OF AND PARALLEL WITH THE AFORESAID LINE "B"; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 3598.47 FEET TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 5; THENCE NORTH ALONG SAID NORTH AND SOUTH CENTER LINE 205.02 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPT THAT PART OF THE WEST HALF OF SAID SECTION 4 LYING EAST OF THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 47, IN KENDALL COUNTY, ILLINOIS.

AND ALSO EXCEPTING: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 5, THAT PART OF THE SOUTHWEST 1/4 OF SECTION 4, THAT PART OF THE NORTHEAST 1/4 OF SECTION 8 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON ROD MONUMENTING THE SOUTHEAST CORNER OF SECTION 5; THENCE NORTH 01 DEGREES 15 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE 1,550.82 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST 409.15 FEET PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 221.96 FEET; THENCE NORTH 37 DEGREES 44 MINUTES 29 SECONDS EAST 115.96 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 43 SECONDS EAST 196.55 FEET TO THE CENTERLINE OF THE ROB ROY DITCH; THENCE SOUTH 02 DEGREES 13 MINUTES 10 SECONDS WEST 1336.52 FEET ALONG SAID CENTERLINE; THENCE SOUTH 29 DEGREES 12 MINUTES 38 SECONDS WEST 600.81 FEET TO THE CENTERLINE OF GALENA ROAD AS NOW ESTABLISHED; THENCE NORTH 73 DEGREES 55 MINUTES 29 SECONDS WEST ALONG SAID CENTERLINE 677.76 FEET, THENCE NORTH 02 DEGREES 56 MINUTES 50 SECONDS WEST 348.47 FEET; THENCE NORTH 16 DEGREES 11 MINUTES 58 SECONDS EAST 599.13 FEET; THENCE NORTH

28 DEGREES 25 MINUTES 55 SECONDS EAST 750.54 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS, AND ALSO EXCEPTING, THAT PART CONVEYED BY WARRANTY DEED RECORDED AUGUST 30, 2007 AS DOCUMENT 200700026496, DESCRIBED AS FOLLOWS: THAT PART OF THE EAST HALF OF SECTION 5 AND THAT PART OF THE WEST HALF OF SECTION 4, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON PIPE MONUMENTING THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH 01 DEGREES 15 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1730.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 362.35 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 31 SECONDS EAST 2026.23 FEET TO THE SOUTHERLY LINE OF COMMONWEALTH EDISON COMPANY PROPERTY DESCRIBED IN DOCUMENT 73-2720; THENCE NORTH 87 DEGREES 56 MINUTES 31 SECONDS EAST ALONG SAID SOUTHERLY LINE 1,222.89 FEET TO THE CENTERLINE OF ROB ROY DITCH; THENCE SOUTH 03 DEGREES 43 MINUTES 10 SECONDS EAST ALONG SAID CENTERLINE 577.07 FEET; THENCE SOUTH 01 DEGREES 49 MINUTES 41 SECONDS WEST ALONG SAID CENTERLINE 298.55 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 53 SECONDS EAST 15.64 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257; (THE NEXT 5 CALLS ARE ALONG SAID WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257) THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 170.64 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS EAST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 48 SECONDS EAST, 1,000.00 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS WEST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 38.62 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 925.95 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 5 AND NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 5; THENCE EAST ALONG THE SECTION LINE 1331.4 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 07 MINUTES 00 SECONDS MEASURED FROM WEST TO SOUTH FROM THE SECTION LINE, 2321.5 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 33 MINUTES 00 SECONDS, MEASURED FROM NORTH TO WEST FROM THE LAST DESCRIBED COURSE, 1328.7 FEET TO THE WEST LINE OF SECTION 5; THENCE SOUTHERLY ALONG THE SECTION LINE, FORMING AN ANGLE OF 89 DEGREES 27 MINUTES 00 SECONDS MEASURED FROM EAST TO SOUTH FROM THE LAST DESCRIBED COURSE, 146.4 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 58 MINUTES 00 SECONDS, MEASURED FROM NORTH TO WEST FROM THE SECTION LINE, 1553 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 33 MINUTES 00 SECONDS, MEASURED FROM

EAST TO NORTH FROM THE LAST DESCRIBED COURSE, 2461.1 FEET TO THE NORTH LINE OF SECTION 6; THENCE EASTERLY ALONG SAID NORTH LINE 1534 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT 1876.07 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 6, SAID POINT BEING ON THE NORTH LINE OF THE LAND CONVEYED TO COMMONWEALTH EDISON COMPANY BY DOCUMENT NO. R73-2841 (TRACT 1); THENCE WEST ALONG SAID NORTH LINE 1133.17 TO A POINT OF INTERSECTION WITH A LINE 415.0 FEET PERPENDICULARLY DISTANT EAST OF AND PARALLEL WITH THE EAST LINE OF THE LAND CONVEYED TO EARL P. AND EMMA V. KONICEK BY DEED RECORDED AS DOCUMENT NO. 136414 IN BOOK 126, PAGE 41; THENCE NORTH ON SAID PARALLEL LINE, ALSO BEING THE EAST LINE OF THE LAND CONVEYED TO SAID COMMONWEALTH EDISON COMPANY BY DOCUMENT NO. R73-2841, 1897.19 FEET TO THE NORTH LINE OF SAID SECTION 6 AND THE POINT OF TERMINATION; AND ALSO EXCEPT THAT PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF A LINE EXTENDED EASTERLY FROM A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 5 WHICH POINT IS 1876.07 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 5 TO A POINT ON THE NORTH AND SOUTH CENTER LINE OF SECTION 5, WHICH POINT IS 1828.85 FEET SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION 5, ALL IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

TRACT 6:

PART OF THE EAST 1/2 OF SECTION 6; TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE OF 3407.85 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO SUSAN SCHMIDT BY WARRANTY DEED RECORDED DECEMBER 18, 1929 IN BOOK 80, PAGES 334 AND 335; THENCE WEST ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO SUSAN SCHMIDT A DISTANCE OF 1552.74 FEET TO THE EAST LINE OF PROPERTY CONVEYED TO EARL P KONICEK AND WIFE BY WARRANTY DEED DATED DECEMBER 4, 1961 RECORDED AS DOCUMENT 136414, THENCE SOUTH ALONG THE EAST LINE OF PROPERTY CONVEYED TO EARL P. KONICEK AND WIFE 1240.82 FEET TO THE CENTER LINE OF GALENA ROAD, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE 919.13 FEET TO AN ANGLE POINT WHICH IS 1312.43 FEET PERPENDICULARLY DISTANCE NORTH OF SAID SOUTH LINE OF SAID SECTION 6; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 26 DEGREES 45 MINUTES 35 SECOND TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 332.08 FEET TO THE NORTH LINE OF PARCEL TWO OF PROPERTY CONVEYED TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 45553 BY CONSERVATORS DEED RECORDED

SEPTEMBER 17, 1973 AS DOCUMENT 73-4671; THENCE WESTERLY ALONG SAID NORTHERLY LINE FORMING AN ANGLE OF 62 DEGREES 01 MINUTES 01 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE 646.8 FEET TO THE CENTER LINE OF BEECHER ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 1362.40 FEET TO THE CENTER LINE OF GALENA ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE 460.52 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS,

ALSO,

THAT PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF GALENA ROAD WITH THE EAST LINE OF SAID SECTION; THENCE NORTH 70 DEGREES 55 MINUTES WEST ALONG SAID CENTER LINE 276 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION 8, 200 FEET; THENCE SOUTH 70 DEGREES 55 MINUTES EAST 270 FEET TO THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 1456.6 FEET TO THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 470.51 FEET TO THE EASTERLY LINE OF PARCEL TWO OF THE PROPERTY CONVEYED TO CHICAGO TITLE AND TRUST COMPANY TRUSTEE UNDER TRUST NUMBER 45553 BY CONSERVATORS DEED RECORDED SEPTEMBER 17, 1973 AS DOCUMENT R73-4671; THENCE NORTHERLY ALONG SAID EASTERLY LINE 1006.52 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE WESTERLY ALONG THE NORTH LINE OF SAID PARCEL TWO 388.83 FEET TO THE INTERSECTION OF SAID NORTH LINE WITH THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN PARCEL ONE OF SAID DOCUMENT 73-4671; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF PARCEL ONE A DISTANCE OF 115.02 FEET TO AN ANGLE POINT ON SAID EASTERLY LINE OF PARCEL ONE WHICH IS 1112.06 FEET PERPENDICULARLY DISTANCE NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE NORTH ALONG A LINE FORMING AN ANGLE 26 DEGREES 45 MINUTES 38 SECOND TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 2329.35 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO DIANE R. KAPCHINSKI BY TRUSTEES DEED RECORDED JUNE 14, 1973 AS DOCUMENT 73-28243; THENCE EAST ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO DIANE R. KAPCHINSKI 812.68 FEET TO THE EAST LIEN OF SAID SECTION 6; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 6, 1319.90 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS, EXCEPT THE LEGAL DESCRIPTION INCLUDED IN THE WARRANTY DEED RECORDED AUGUST 24, 2020 AS DOCUMENT 202000016040.

March 12, 2025

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

**Re: Authorization to file Applications for Annexation, Rezoning and a Planned
Unit Development with United City of Yorkville, Kendall County, Illinois**

Dear Ms. Barksdale-Noble:

The undersigned (the "Owner") holds title to that certain property located in Kendall County and legally described on Exhibit A attached hereto (the "Property"). Pioneer Development, LLC (the "Contract Purchaser") has executed a purchase and sale agreement for the Property. The Contract Purchaser intends to file applications with the United City of Yorkville ("City") for (a) annexation of all or part of the Property; (b) a rezoning of the Property; (c) a planned unit development; and (d) such other relief and approvals as may be necessary in furtherance of the Contract Purchaser's intended development of the Property. In connection with the Contract Purchaser's applications, the Owner hereby consents to the Contract Purchaser, and any affiliated or authorized entity or entities (including, without limitation, legal counsel), to: (xx) file such applications; (yy) pursue approval of said applications; and (zz) take any and all related actions which may be necessary or appropriate in connection with processing such applications.

Owner provides this consent on the condition that any change to the Property approved by the City as a result of an application filed by Contract Purchaser will not be effective until the closing on the purchase of the Property by Contract Purchaser.

Thank you for your consideration. If you have any questions regarding the foregoing consent, please contact the undersigned.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

ADDRESS: Farmland - corner of Ashe/Eldamain Rd. & Galena Rd. Plano, IL 60545

PINs: 02-06-100-017

02-06-100-018

02-06-100-019

02-06-100-020

02-06-100-021

02-06-100-022

A PART OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, THENCE EAST 19.508 CHAINS (1,287.528 FEET) TO AN IRON STAKE FOR PLACE OF BEGINNING, THENCE EAST ON THE NORTH LINE OF SAID SECTION 6, 44.599 CHAINS (2,943.534 FEET), THENCE SOUTH 16 MINUTES WEST 56.242 CHAINS (3,711.972 FEET) TO THE CENTER OF THE HIGHWAY, THENCE NORTH 73 DEGREES 58 MINUTES WEST 3.473 CHAINS (229.218 FEET) ALONG THE CENTER OF THE HIGHWAY, THENCE NORTH 79 DEGREES 37 MINUTES WEST 52.777 CHAINS (3,483.282 FEET) ALONG THE CENTER OF THE HIGHWAY, THENCE NORTH 79 DEGREES 16 MINUTES WEST 8.03 CHAINS (529.98 FEET) ALONG THE CENTER OF THE HIGHWAY TO AN IRON STAKE, THENCE NORTH 18 DEGREES 05 MINUTES EAST 10.258 CHAINS (677.028 FEET) TO AN IRON STAKE, THENCE NORTH 72 DEGREES 01 MINUTE WEST 6.632 CHAINS (437.712 FEET) TO AN IRON STAKE, THENCE NORTH 27 DEGREES 51 MINUTES EAST 11.60 CHAINS (765.6 FEET) TO AN IRON STAKE, THENCE NORTH 89 DEGREES 25 MINUTES EAST 11.535 CHAINS (761.31 FEET) TO THE CENTER OF THE HIGHWAY, THENCE NORTH 12 DEGREES 40 MINUTES EAST TO THE PLACE OF THE BEGINNING, SITUATED IN KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM RIGHT OF WAY DEDICATED FOR ASHE ROAD AND GALENA ROAD AND ALSO;
EXCEPTING,

THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 19.508 CHAINS (1287.53 FEET); THENCE SOUTH 12 DEGREES 40 MINUTES WEST, 22.655 CHAINS (1495.23 FEET); THENCE SOUTH 89 DEGREES 25 MINUTES WEST, 11.535 CHAINS (761.31 FEET); THENCE SOUTH 27 DEGREES 50 MINUTES 42 SECONDS WEST, 765.57 FEET; THENCE SOUTH 72 DEGREES 01 MINUTES EAST, 437.71 FEET; THENCE SOUTH 18 DEGREES 05 MINUTES WEST, 637.63 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GALENA ROAD; THENCE SOUTH 77 DEGREES 03 MINUTES 31 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GALENA ROAD, 187.93 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 77 DEGREES 03 MINUTES 31 SECONDS EAST ALONG SAID RIGHT OF WAY LINE 136.30 FEET TO A POINT OF CURVE; THENCE CONTINUING EASTERLY ALONG SAID RIGHT OF WAY,

BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 14,285.00 FEET AND CHORD BEARING SOUTH 78 DEGREES 06 MINUTES 11 SECONDS EAST, 189.98 FEET TO A POINT OF BEND IN SAID RIGHT OF WAY; THENCE NORTH 14 DEGREES 08 MINUTES 51 SECONDS EAST ALONG SAID RIGHT OF WAY, 20.02 FEET TO A POINT OF BEND; THENCE EASTERLY ALONG SAID RIGHT OF WAY, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 14,265.00 FEET AND CHORD BEARING SOUTH 79 DEGREES 23 MINUTES 57 SECONDS EAST, A DISTANCE OF 453.85 FEET TO A POINT OF TANGENT; THENCE SOUTH 80 DEGREES 18 MINUTES 38 SECONDS EAST ALONG SAID RIGHT OF WAY, 29.82 FEET; THENCE NORTH 10 DEGREES 46 MINUTES 28 SECONDS EAST, 528.48 FEET; THENCE NORTH 79 DEGREES 13 MINUTES 32 SECONDS WEST, 810.97 FEET; THENCE SOUTH 10 DEGREES 46 MINUTES 28 SECONDS WEST, 541.53 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, ALSO EXCEPTING,

THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 19.508 CHAINS (1287.53 FEET) TO THE NORTHEAST CORNER OF EQUESTRIAN ESTATES AT LEGACY FARMS; THENCE SOUTH 12 DEGREES 40 MINUTES WEST ALONG THE EASTERLY LINE OF SAID SUBDIVISION AND SAID EAST LINE EXTENDED SOUTHERLY, 22.655 CHAINS (1495.23 FEET); THENCE NORTH 89 DEGREES 25 MINUTES EAST, 29.67 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ASHE ROAD AS RELOCATED FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 25 MINUTES 00 SECONDS WEST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 618.59 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 355.09 FEET; THENCE NORTH 89 DEGREES 25 MINUTES EAST, A DISTANCE OF 683.60 TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ASHE ROAD; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1482.39 FEET, WHOSE CHORD BEARS NORTH 10 DEGREES 57 MINUTES 30 SECONDS WEST, 360.99 FEET TO THE POINT OF BEGINNING IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

OWNER:

THE KONICEK FAMILY LIMITED PARTNERSHIP

By: Michael Konicek
Name: Michael Konicek

Address: 11843 Galena Road, Plano, IL 60545
Phone: 630-816-6770

SUBSCRIBED AND SWORN TO BEFORE ME
this 12th day of March, 2025.

Colleen T. Hanson
NOTARY PUBLIC

(SEAL)



PROJECT CARDINAL

Section 15.1

Contiguous Owners

CERTIFIED MAILING
AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

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

Signature of Petitioner(s)

Subscribed and sworn to before me this
_____ day of _____, 20_____

Notary Public

BRISTOL BAY TOWNHOME ASSOC
ADVOCATE MANAGEMENT COMPANY
2272 95TH ST STE 313
NAPERVILLE IL 60564

CORDERO REAL ESTATE LLC
1079 SARD AVE
MONTGOMERY IL 60538

OKEEFE FAMILY LTD PARTNERSHIP
1624 HOBBS DR STE 1
DELAVER WI 53115

LUCILLE KANDLER
4553 C GARRITANO ST
YORKVILLE IL 60560

KONICEK DALE L LLC
6321 WALKER RD
YORKVILLE IL 60560

BRYAN HOLDINGS LLC
P O BOX 998
AURORA IL 60507

MOORE ANNA C LANDOVITZ KEITH S
275 ASHE RD
PLANO IL 60545

JOSE RAMOS GUILLERMINA MALDONADO
385 GRAPE VINE TRL
OSWEGO IL 60543

AVINASH B SHARON A FERNANDES
4561 GARRITANO ST
UNIT C
YORKVILLE IL 60560

BRISTOL VENTURES LLC
10318 GALENA RD
BRISTOL IL 60512

LAWRENCE D JR DEBORAH H WICKTER REV TRUST
17M ASHE RD
SUGAR GROVE IL 60554

BRISTOL BAY TOWNHOME ASSOC
ADVOCATE MANAGEMENT COMPANY
2272 95TH ST STE 313
NAPERVILLE IL 60564

ROSENWINKEL FAMILY TRUST ET AL 501
JOHN ROSENWINKEL
10735 CHICAGO RD
WATERMAN IL 60556

BRADLEY MEGAN SUMMERS
4573 C GARRITANO ST
YORKVILLE IL 60560

COMMONWEALTH EDISON
THREE LINCOLN CENTRE 4TH FL
OAK BROOK TERRACE IL 60181

FAYE MAJOLA
4593 C GARRITANO CT
YORKVILLE IL 60560

KONICEK ANGELA M DEC OF TRUST KONICEK MICHAEL A DEC OF TRUST
11843 GALENA RD
PLANO IL 60545

TERI S DAVID THOMPSON
761 CYNTHIA DR
SANDWICH IL 60548

RYAN C EMILY M ANDERSON
2986 STIRLING CT
MONTGOMERY IL 60538

KONICEK FAMILY LIMITED PARTNERSHIP
11843 GALENA RD
PLANO IL 60545

KONICEK DALE L LLC
6321 WALKER RD
YORKVILLE IL 60560

ROSENWINKEL FAMILY TRUST ET AL 501
JOHN ROSENWINKEL
10735 CHICAGO RD
WATERMAN IL 60556

KONICEK DALE L LLC
6321 WALKER RD
YORKVILLE IL 60560

SPEEDWAY LLC
539 S MAIN ST
FINDLAY OH 45840

BRISTOL BAY CONDO ASSOC
ADVOCATE MANAGEMENT COMPANY
2272 95TH ST STE 313
NAPERVILLE IL 60564

MARQUETTE COMPANIES GALENA 47 LLC
135 WATER ST 4TH FLR
NAPERVILLE IL 60540

MARK S MICHELLE M BOSSONG TRUST
17L ASHE RD
SUGAR GROVE IL 60554

DANIEL A CHARENE S NAGEL LIV TRUST
PO BOX 1069
SUGAR GROVE IL 60554

HERNANDEZ LOUIS BUCHNER AUDREY
4587 C GARRITANO ST
YORKVILLE IL 60560

GALENA 47 LLC
135 WATER ST 4TH FLOOR
NAPERVILLE IL 60540

BRISTOL VENTURES LLC
10318 GALENA RD
BRISTOL IL 60512

KONICEK DALE L LLC
6321 WALKER RD
YORKVILLE IL 60560

MARQUETTE COMPANIES GALENA 47 LLC
135 WATER ST 4TH FLR
NAPERVILLE IL 60540

DALE L KONICEK LLC
6321 WALKER RD
YORKVILLE IL 60560

TWO STAR ENTERPRISES LLC
695 RTE 34
AURORA IL 60503

MARQUETTE COMPANIES GALENA 47 LLC
135 WATER ST 4TH FLR
NAPERVILLE IL 60540

TARA KING CANO
4593 B GARRITANO ST
YORKVILLE IL 60560

TORO MARILEX A CEJA VICTOR E TORO
10292 GALENA RD
BRISTOL IL 60512

SKYFALL EQUESTRIAN LLC
17 J ASHE RD
SUGAR GROVE IL 60554

SKYFALL EQUESTRIAN LLC
17 J ASHE RD
SUGAR GROVE IL 60554

KONICEK FAMILY LIMITED PARTNERSHIP
11843 GALENA RD
PLANO IL 60545

EDWARD A BARBARA SCHRAMM
N5119 HWY H
DEERBROOK WI 54424

ASHLEY M OLSEN
4567 GARRITANO ST UNIT C
YORKVILLE IL 60560

GUPTA SANJAY GUPTA SAMEER
3N982 WALT WHITMAN RD
SAINT CHARLES IL 60175

GALENA 47 LLC
175 SOUTH HIGHPOINT DRIVE
ROMEONVILLE IL 60446

PLANO 12127 B GALENA RD LLC ABIATHAR MGMT LLC
PLANO 12127 B GALENA RD LLC
1550 E BELTLINE AVE SE STE 150
GRAND RAPIDS MI 49506

LAND AT LEGACY ESTATES LLC
17 ASHE RD LOT J
SUGAR GROVE IL 60554

KONICEK FAMILY LIMITED PARTNERSHIP
11843 GALENA RD
PLANO, IL, 60545

LEGACY FARM ESTATES LLC
8 HATHAWAY CRESCENT
AURORA IL 60506

KONICEK DALE L LLC
6321 WALKER RD
YORKVILLE IL 60560

STOREHOUSE PROPERTIES LLC
238 BRIARHEATH LN
NAPERVILLE IL 60565

MOORE ANNA C LANDOVITZ KEITH S
275 ASHE RD
PLANO IL 60545

TEQUILLA SUNRISE ENTERPRISES LLC
1107 S BRIDGE ST STE D
YORKVILLE IL 60560

BRISTOL BAY TOWNHOME ASSOC
ADVOCATE MANAGEMENT COMPANY
2272 95TH ST STE 313
NAPERVILLE IL 60564

MOORE ANNA C LANDOVITZ KEITH S
275 ASHE RD
PLANO IL 60545

MARQUETTE COMPANIES MPLIV10 LLC
135 WATER ST
NAPERVILLE IL 60540

BRISTOL BAY TOWNHOME ASSOC
ADVOCATE MANAGEMENT COMPANY
2272 95TH ST STE 313
NAPERVILLE IL 60564

DALE L KONICEK LLC
6321 WALKER RD
YORKVILLE IL 60560

CHICAGO WB INVESTORS LLC
c/o SAM ZABALA
315 FLATBUSH AVE 302
BROOKLYN NY 11217

JAMES S PAMELA A SECOR
10724 GALENA RD
BRISTOL IL 60512

DANIEL A CHARENE S NAGEL LIV TRUST
PO BOX 1069
SUGAR GROVE IL 60554

TWO STAR ENTERPRISES LLC
695 RTE 34
AURORA IL 60503

BRISTOL VENTURES LLC
10318 GALENA RD
BRISTOL IL 60512

CHARLES D III LAURA M KASPER
17 P ASHE RD
SUGAR GROVE IL 60554

MOORE ANNA C LANDOVITZ KEITH S
275 ASHE RD
PLANO IL 60545

LAND AT LEGACY ESTATES LLC
17 ASHE RD LOT J
SUGAR GROVE IL 60554

LATHAM-SCHLEINING TAMMI M SCHLEINING JOSHUA A
790 ELDAMAIN RD
PLANO IL 60545

KONICEK DALE L LLC
6321 WALKER RD
YORKVILLE IL 60560

%TAX DEPT SPEEDWAY LLC
539 S MAIN ST
FINDLAY OH 45840

LENNYS GAS N WASH YORKVILLE LLC
8200 W 185TH ST UNIT K
TINLEY PARK IL 60487

ZAVALA CELIA DEL SAGRARIO RENTERIA GALINDO FORTINO
980 ELDAMAIN RD
PLANO IL 60545

COMMONWEALTH EDISON
THREE LINCOLN CENTRE 4TH FL
OAK BROOK TERRACE IL 60181

EDWARD A BARBARA SCHRAMM
N5119 HWY H
DEERBROOK WI 54424

GEORGE JR OSTREKO ET AL
1410 E BEECHER RD
BRISTOL IL 60512

YORKVILLE NEXUS III LLC
ATTN MATTHEW B GILBERT
837 W JUNIOR TERR
CHICAGO IL 60613

BRISTOL BAY CONDOMINIUM ASSOC
BRISTOL BAY COMMUNITIES
4582 ROSENWINKEL ST
YORKVILLE IL 60560

JOHN F CYNTHIA K UNDESSER
10326 GALENA RD
BRISTOL IL 60512

COMMONWEALTH EDISON
THREE LINCOLN CENTRE 4TH FL
OAK BROOK TERRACE IL 60181

GILDARDO E RITA J RIOS
11018 GALENA RD
BRISTOL IL 60512

KONICEK DALE L LLC
6321 WALKER RD
YORKVILLE IL 60560

CASTLE BANK TRUST
10735 CHICAGO RD
WATERMAN IL 60556

STATE OF IL DEPT OF TRANS
700 E NORRIS DR
OTTAWA IL 61350

NICKOLOS R LINDA MARIA STEFFAN
4581 D GARRITANO ST
YORKVILLE IL 60560

LAND AT LEGACY ESTATES LLC
17 ASHE RD LOT J
SUGAR GROVE IL 60554

COMMONWEALTH EDISON
THREE LINCOLN CENTRE 4TH FL
OAK BROOK TERRACE IL 60181

PETER A CHERI L LO DESTRO TRUST
17A/17B ASHE RD
SUGAR GROVE IL 60554

%THOMAS POWELL SR CHICAGO TRUST COMPANY NA
12127 W EDGEWOOD DR
HOMER GLEN IL 60491

GUPTA SANJAY GUPTA SAMEER
3N982 WALT WHITMAN RD
SAINT CHARLES IL 60175

RICHARD A MARCIA I BRUMMEL
12340 FAXON RD
PLANO IL 60545

TRIPLE S LAND LLC
KENDALL COUNTY CONCRETE INC
695 ROUTE 34
AURORA IL 60504

ILLINOIS DEPT OF TRANSPORTATION
ATTN BUREAU OF LAND AQUISITION
201 CENTER CT
SCHAUMBURG IL 60196

BRISTOL BAY TOWNHOME ASSOC
ADVOCATE MANAGEMENT COMPANY
2272 95TH ST STE 313
NAPERVILLE IL 60564

STEPHANIE JOHNSON
4547 GARRITANO UNIT D
YORKVILLE IL 60560

DALE L KONICEK LLC
6321 WALKER RD
YORKVILLE IL 60560

BRISTOL BAY TOWNHOME ASSOC
ADVOCATE MANAGEMENT COMPANY
2272 95TH ST STE 313
NAPERVILLE IL 60564

GUS ALINA S ARGIRES
4587 D GARRITANO ST
YORKVILLE IL 60560

JOHN F CYNTHIA K UNDESSER
10326 GALENA RD
BRISTOL IL 60512

JEFF MILROY MILROY FARMS LLC
287 WOODSTOCK AVE
GLEN ELLYN IL 60137

PHILLIP SCHINKOETH
4553 D GARRITANO ST
YORKVILLE IL 60560

COMMONWEALTH EDISON
THREE LINCOLN CENTRE 4TH FL
OAK BROOK TERRACE IL 60181

CASTLE BANK TRUST
10735 CHICAGO RD
WATERMAN IL 60556

HOWARTH ANGELA GRAY WHEELER JUSTIN EDWARD
4567 D GARRITANO ST
YORKVILLE IL 60560

BRISTOL VENTURES LLC
10318 GALENA RD
BRISTOL IL 60512

null

URUETA MARIA MACDALENA ROSALES CAROLINA CITLALI
10346 GALENA RD
BRISTOL IL 60512

JOHANA A BARRIOS
4561 D GARRITANO ST
YORKVILLE IL 60560

DARREN R SPACAL
4573 D GARRITANO ST
YORKVILLE IL 60560

HAMSMITH HARRY KULAKOWSKI ANDREW KELLY
10326 GALENA RD
BRISTOL IL 60512

BRISTOL BAY TOWNHOME ASSOC
ADVOCATE MANAGEMENT COMPANY
2272 95TH ST STE 313
NAPERVILLE IL 60564

DONALD CAROL FIVE H LLC HAMMAN
13351 B FAXON RD
PLANO IL 60545

LAND AT LEGACY ESTATES LLC
17 ASHE RD LOT J
SUGAR GROVE IL 60554

BRISTOL BAY TOWNHOME ASSOC
ADVOCATE MANAGEMENT COMPANY
2272 95TH ST STE 313
NAPERVILLE IL 60564

KENNETH A HART
4547 GARRITANO ST UNIT C
YORKVILLE IL 60560

JENNIFER L RAKAS
10094 BASELINE RD
SUGAR GROVE IL 60554

DAVID S LINDA K GLETTY
320 N OAK ST
WATERMAN IL 60556

%TAX DEPT SPEEDWAY LLC
539 S MAIN ST
FINDLAY OH 45840

JAMES M SEARS ET AL
27 N COOK ST
PLANO IL 60545

JPSHANNON LLC
JOHN P BRYAN
PO BOX 998
AURORA IL 60507

GEORGE JR OSTREKO ET AL
1410 E BEECHER RD
BRISTOL IL 60512

COUNTY OF KENDALL
CORNER OF BRIDGE GALENA RD
111 W FOX ST
YORKVILLE IL 60560

COMMONWEALTH EDISON
THREE LINCOLN CENTRE 4TH FL
OAK BROOK TERRACE IL 60181

RONALDO B COLOMA
12900 ALPINE WAY
PLAINFIELD IL 60585

LATHAM-SCHLEINING TAMMI M SCHLEINING JOSHUA A
790 ELDAMAIN RD
PLANO IL 60545

BRISTOL VENTURES LLC
10318 GALENA RD
BRISTOL IL 60512

COMMONWEALTH EDISON
THREE LINCOLN CENTRE 4TH FL
OAK BROOK TERRACE IL 60181

KONICEK DALE L LLC
6321 WALKER RD
YORKVILLE IL 60560

PNC BANK NA CAPSTONE RESDEV LLC
ATTN 942000164
P O BOX 25999
SHAWNEE MISSION KS 66225

GREGORY PENSON
4581 B GARRITANO ST
YORKVILLE IL 60560

COMMONWEALTH EDISON
THREE LINCOLN CENTRE 4TH FL
OAK BROOK TERRACE IL 60181

LAND AT LEGACY ESTATES LLC
17 ASHE RD LOT J
SUGAR GROVE IL 60554

MARY AUER
1327 W BEECHER RD
BRISTOL IL 60512

UNITED CITY OF YORKVILLE
651 PRAIRIE POINTE DR
YORKVILLE IL 60560

THOMAS H III EUGENIA H CROSS
11 PARTRIDGE SQUARE
OSWEGO IL 60543

COMMONWEALTH EDISON
THREE LINCOLN CENTRE 4TH FL
OAK BROOK TERRACE IL 60181

DALE L KONICEK LLC
6321 WALKER RD
YORKVILLE IL 60560

JERRY G MARILEE FOLTZ
1010 W BEECHER RD
BRISTOL IL 60512

SPEEDWAY LLC
539 S MAIN ST
FINDLAY OH 45840

KONICEK FAMILY LIMITED PARTNERSHIP
11843 GALENA RD
PLANO IL 60545

EDWARD A BARBARA SCHRAMM
N5119 HWY H
DEERBROOK WI 54424

KONICEK DALE L LLC
6321 WALKER RD
YORKVILLE IL 60560

BRYAN HOLDINGS LLC
PO BOX 998
AURORA IL 60507

LAND AT LEGACY ESTATES LLC
17 ASHE RD LOT J
SUGAR GROVE IL 60554

GRUBE, ROBERT P 2011 TRUST ET AL
CAPS
801 WARRENVILLE RD STE 150
LISLE, IL, 60532-4328

J M FARM LLC DEBRA BAUMGARTNER
2506 N CLARK ST STE 2950
CHICAGO, IL, 60614-1849

J M FARM LLC DEBRA BAUMGARTNER
2506 N CLARK ST STE 2950
CHICAGO, IL, 60614-1849

J M FARM LLC DEBRA BAUMGARTNER
2506 N CLARK ST STE 2950
CHICAGO, IL, 60614-1849

FOTOPOULOS, ELIZABETH & NINA A
43W904 BASELINE RD
SUGAR GROVE, IL, 60554-9649

JERICHO CEMETERY ASSOCIATION %
RALPH HARKISON
PO BOX 3
BIG ROCK, IL, 60511

EILERT, JEFFRIES H DCLRN OF TRUST,
TRUSTEE
525 S EDGELAWN DR
AURORA, IL, 60506

EILERT, JEFFRIES H DCLRN OF TRUST,
TRUSTEE
525 S EDGELAWN DR
AURORA, IL, 60506

EILERT, JEFFRIES H DCLRN OF TRUST,
TRUSTEE
525 S EDGELAWN DR
AURORA, IL, 60506

GRACE LAND LLC
9 BEL AIRE CT
BURR RIDGE, IL 60527-8382

JENNINGS, SUZANN M. TRUST
JAMES A SHERMAN
602B W 5TH AVE
NAPERVILLE, IL 60563-2902

HOMESTEAD LAND COMPANY LLC
1107 S BRIDGE ST, STE D
YORKVILLE, IL 60560-1747

ORMISTON, MAURICE E.
DCLRN TR #101 ET AL
11718 NEWARK RD
NEWARK, IL 60541-9236

SUGAR GROVE FAMILY FUN CENTER LLC
EDWARD PAROLEK
1099 DEERPATH RD
AURORA, IL 60506

PROJECT CARDINAL

Section 16

Public Hearing Sign Application



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 PUD PRELIMINARY PLAN

DATE:	PZC NUMBER:	DEVELOPMENT NAME:
PETITIONER INFORMATION		
NAME:		COMPANY:
MAILING ADDRESS:		
CITY, STATE, ZIP:		TELEPHONE: <input type="radio"/> BUSINESS <input type="radio"/> HOME (847) 738-5005
EMAIL:		FAX:
PROPERTY INFORMATION		
NAME OF HOLDER OF LEGAL TITLE:		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS:		
TYPE OF REQUEST: <input type="checkbox"/> PRELIMINARY PLAN <input type="checkbox"/> AMENDED PRELIMINARY PLAN		
TOTAL LOT ACREAGE:		CURRENT ZONING CLASSIFICATION:
ATTACHMENTS		
Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".		



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

APPLICATION FOR PUD PRELIMINARY PLAN

ATTORNEY INFORMATION

NAME: COMPANY:

MAILING ADDRESS:

CITY, STATE, ZIP: TELEPHONE:

EMAIL: FAX:

ENGINEER INFORMATION

NAME: COMPANY:

MAILING ADDRESS:

CITY, STATE, ZIP: TELEPHONE:

EMAIL: FAX:

LAND PLANNER/SURVEYOR INFORMATION

NAME: COMPANY:

MAILING ADDRESS:

CITY, STATE, ZIP: TELEPHONE:

EMAIL: FAX:

AGREEMENT

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

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

PETITIONER SIGNATURE

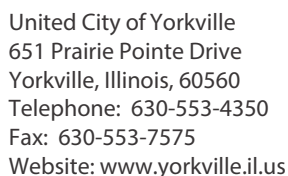
DATE

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

OWNER SIGNATURE

DATE

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



APPLICATION FOR PUBLIC HEARING SIGN

PERMIT NUMBER:		DATE/TIME RECEIVED:
SITE ADDRESS:		PARCEL NUMBER:
SUBDIVISION:		LOT/UNIT:
APPLICANT INFORMATION		
NAME:	TELEPHONE: <input type="radio"/> HOME <input type="radio"/> BUSINESS	
ADDRESS:	E-MAIL: <input type="radio"/> HOME <input type="radio"/> BUSINESS	
CITY, STATE, ZIP:	FAX:	
SIGN INFORMATION		
DATE OF PICK UP:	NUMBER OF SIGNS:	
DATE OF PUBLIC HEARING:	SIGN RETURN DATE:	
<p>The undersigned hereby states that they have acquired Public Hearing Signs from the United City of Yorkville's Community Development Department and agrees to return said sign/s to Yorkville City Hall, 800 Game Farm Road, Yorkville, Illinois, immediately following the date of the public hearing.</p> <p>Petitioner or Representative agrees to pay to the United City of Yorkville a deposit of \$50 for each sign. The deposit will be returned to the petitioner when the public hearing sign/s have been returned to the City.</p> <p>Petitioner or Representative further agrees to pay to the United City of Yorkville the full amount of the purchase price for each sign not returned to the United City of Yorkville within seven (7) days after the date of the public hearing.</p>		
SIGNATURE/AUTHORIZED AGENT		DATE
DATE RETURNED: _____		
RECEIVED BY: _____		PZC# _____

PROJECT CARDINAL

Section 17

Fee Schedule



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 PLANNED UNIT DEVELOPMENT

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres <i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i> _____ - 5 = _____ x \$10 = _____ + \$200 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
ZONING VARIANCE	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
PRELIMINARY PLAN FEE	<input type="checkbox"/> \$500.00		Total: \$
PUD FEE	<input type="checkbox"/> \$500.00		Total: \$
FINAL PLAT FEE	<input type="checkbox"/> \$500.00		Total: \$
ENGINEERING PLAN REVIEW DEPOSIT	<input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$
OUTSIDE CONSULTANTS DEPOSIT	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use: <input type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input type="checkbox"/> Over 10 acres		Total: \$
TOTAL AMOUNT DUE:			

PROJECT CARDINAL

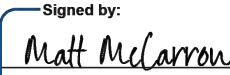
Section 18

Acknowledgement of Financial Responsibility



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

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: Project Cardinal
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: Matt McCarron		COMPANY: Pioneer Development, LLC
MAILING ADDRESS: 30 N. Gould Street, #38989		
CITY, STATE, ZIP: Sheridan, WY 82801		TELEPHONE: (847) 738-5005
EMAIL: matt@cirrusfarms.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.		
Matt McCarron PRINT NAME Signed by:  SIGNATURE: F493F4BA...		Manager TITLE 3/14/2025 12:32 PM PDT DATE
<i>*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)</i>		
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



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

July 8, 2025

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

**Re: *Project Cardinal
Annexation, Rezoning, and PUD Submittal – 3rd Submittal
United City of Yorkville***

Dear Krysti:

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

- Concept Plan Set (9 sheets) dated July 3, 2025 and prepared by Burns & McDonnell Engineering
- Photometric Plans (2 sheets) dated July 1, 2025, and prepared by PG Enlighten
- Landscape Plans (2 sheets) dated March 13, 2025, and prepared by Burns & McDonnell Engineering
- Wetland Delineation Report dated May 23, 2025, and prepared by Burns & McDonnell 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.
 - IDOT
 - Kendall County for access to Galena 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)
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
 - 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. 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.
7. Kendall County has noted that they will request that the developer construct Galena Road to a 3-lane section by widening the existing roadway on each side, and connecting with the 3 lanes that exist on the east side of Eldamain Road and the proposed 3 lanes that will be constructed by IDOT on the west side of Route 47, creating a continuous 3-lane section across their entire frontage of Galena Road.
8. 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 Steel access points to the south.
9. Baseline Road is under the jurisdiction of the City. We will require a right-of-way dedication of 50 feet (100 feet total planned for the corridor) along the north property line of the development.
10. Baseline Road is not built to City standards and will be required to be reconstructed per City code.
11. Ashe Road will be under the City's jurisdiction upon completion of annexation. The City will require a right-of-way dedication of 60 feet (120 feet total planned for the corridor) along the west property line of the development.
12. Intersection Improvements to Ashe Road and Baseline Road will be required. In addition, other improvements to Ashe Road may be necessary after investigation.

13. West Beecher Road is proposed to be vacated as part of Project Steel, therefore access to the parcel to the south of Galena Road will need to be modified and coordinated.
14. It is our understanding that the locations marked as emergency access points will be used as construction access points.
15. The developer should confirm how the two easternmost substations will have access.
16. 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.
17. 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 for public water infrastructure.
18. The connections to the sanitary sewer will generally come from existing interceptor sewers. The improvements required to serve this development will require detailed study.
19. Access to sanitary manholes, water valves, shut-offs, etc. will need to be coordinated during final design.
20. The stormwater management basins on the east side of the property are in close vicinity to the Rob Roy Creek floodplain & floodway. They will need to be designed accordingly if they are located within the floodway.
21. The attached landscape plan & wetland comments need to be addressed.

Photometric Plan

22. The average lighting fixture intensity should be between 2 and 2 ½ foot-candles.
23. The average to minimum light intensity ratio should be no more than 6:1.
24. The maximum to minimum light intensity ratio should be no more than 20:1.
25. Light fixtures shall be fully shielded.

Preliminary Drainage Memo (from previous submittal)

26. The United City of Yorkville Stormwater Management Ordinance takes precedence over the Kendall County Stormwater Ordinance. The stormwater ordinance is separate from the City's Unified Development Ordinance.
27. The planned outfall locations for the stormwater basins will be evaluated during final design. The evaluation will need to include downstream capacities.
28. There is a floodplain on the property associated with Rob Roy Creek that was identified in the Interim Hydrologic & Hydraulic Analysis of Rob Roy Creek, 2005. The property will have to be developed in accordance with the floodplain provisions of the City's stormwater ordinance. The flood elevation is between 653 and 649.

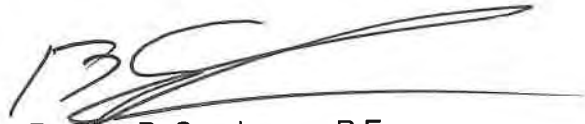
Ms. Krysti Barksdale-Noble
July 8, 2025
Page 4

29. The report includes a requirement to control the outlet to 0.08 cfs/acre for a 25-year storm. It has been determined that this will not be required for this project.

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. Matt McCarron, Pioneer Development (via email)
Mr. Toby Barrons, Burns & McDonnell Engineering (via email)
TNP, PGW2, EEI (via e-mail)

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

8755 W. HIGGINS ROAD, SUITE 835

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (773) 693-9200

July 7, 2025

Pamela Whitfield, PE, CFM
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Project No.: 21-0275 AS

Re: Landscape Plan Review
Project Cardinal

Dear Pamela:

We have completed our third landscape plan review of the proposed Project Cardinal development located south of Baseline Road, east of Ashe Road, north of Galena Road, and west of Route 47 in Yorkville.

Landscape Plan – NOT RECOMMENDED FOR APPROVAL

This landscape plan is not recommended for approval. We acknowledge it is a conceptual plan, but numerous UDO requirements were not clearly addressed on the plan as described below. If there are any changes to the proposed project, additional comments may be provided. Please note that the requirements of each section are in addition to the requirements of all other sections of the ordinance (i.e., trees and other plant materials cannot be "double counted" to meet multiple requirements).

Building Foundation Landscape Zone

PREVIOUS COMMENTS ADDRESSED. Building foundation landscape requirements appear to be met on the concept plans and will be confirmed at the time of final plan review.

Parking Area Perimeter Landscape Zone

PREVIOUS COMMENTS ADDRESSED. Parking area perimeter landscape requirements appear to be met on the concept plans and will be confirmed at the time of final plan review.

Parking Area Interior Landscape Zone

PREVIOUS COMMENTS ADDRESSED. Parking area interior landscape requirements appear to be met on the concept plans and will be confirmed at the time of final plan review.

Transition Zone

The plan indicates a Type D transition zone will be provided along all property edges. Transition zone landscape requirements appear to be met on the concept plans and will be confirmed at the time of final plan review.

Species Diversity Requirements

PREVIOUS COMMENTS NOT ADDRESSED. Species diversity requirements cannot be assessed at this time due to lack of detail.

Minimum Plant Size Requirements

PREVIOUS COMMENTS NOT ADDRESSED. Minimum plant size requirements cannot be assessed at this time due to lack of detail.

Tree Preservation and Removal

PREVIOUS COMMENTS NOT ADDRESSED. No live tree(s) with a diameter four inches DBH or greater may be removed without applying for and receiving approval from the City. No tree inventory or preservation plan was provided. Although a majority of the site appears to be in agricultural production, a review of Google Earth and Google Streetview imagery indicates that there are trees present on this site. Requirements not met.

Street Trees

PREVIOUS COMMENTS NOT ADDRESSED. A minimum of one canopy tree is required for every 40 linear feet of parkway. These trees are in addition to those required in other zones which may abut streets. Requirements not met along internal roads traversing the site.

Wetlands

PREVIOUS COMMENTS PARTIALLY ADDRESSED. A wetland delineation report was submitted that documented the presence of two isolated farmed wetlands on the eastern half of the property, and Rob Roy Creek along the eastern edge of the project site. The two previously proposed campus entries shown crossing the creek have been eliminated, but now landscape berms are proposed along the eastern property edge. The creek is not shown on the plans and based upon the scale and level of detail of the plans, we cannot discern if there are any impacts proposed or if buffer requirements are addressed. It is noted that the Yorkville wetland ordinance has regulations pertaining to both federally regulated and isolated wetlands. A submittal conforming to the requirements of the Yorkville wetland ordinance has not been provided. Additional comments may be provided after more information is provided.

General

The proposed extensive use of "Native Meadow/Prairie Mix" is applauded. Seeding rates and methods should be submitted along with a monitoring and management plan to ensure the desired vegetation becomes established and is properly maintained.

SUMMARY

This review was based upon the following documents, pursuant to relevant landscape requirements of the City's Unified Development Ordinance and Wetland Regulations.

- Campus Plan; 1 sheet (L-01); prepared by Burns & McDonnell; dated 3/13/2025
- Parking and Building Foundation Planting Plan; 1 sheet (L-02); prepared by Burns & McDonnell; dated 3/13/2025
- Elevations; 1 sheet (NA3); prepared by Burns & McDonnell; dated 3/13/2025
- Wetland Delineation Report; 60 pages; prepared by Burns & McDonnell; dated May 23, 2025

Let us know if there are any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "Tim Pollowy". The signature is written in a cursive, flowing style.

Tim Pollowy, RLA (IL & WI)
Senior Landscape Architect



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

June 16, 2025

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

**Re: *Project Cardinal
Annexation, Rezoning, and PUD Submittal – 2nd Submittal
United City of Yorkville***

Dear Krysti:

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

- Concept Plan Set (9 sheets) dated May 30, 2025 and prepared by Burns & McDonnell Engineering
- Traffic Methodology Memorandum prepared by Burns & McDonnell 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.
 - IDOT
 - Kendall County for access to Galena 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
 - 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. 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.
7. Kendall County has noted that they will request that the developer construct Galena Road to a 3-lane section by widening the existing roadway on each side, and connecting with the 3 lanes that exist on the east side of Eldamain Road and the proposed 3 lanes that will be constructed by IDOT on the west side of Route 47, creating a continuous 3-lane section across their entire frontage of Galena Road.
8. 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. There are proposed connections that do not meet these requirements. The access points should align with the proposed Project Steel access points to the south. Generally, the county is looking for no more than two access points.
9. Baseline Road is under the jurisdiction of the City. We will require a right-of-way dedication of 50 feet (100 feet total planned for the corridor) along the north property line of the development.
10. Baseline Road is not built to City standards and will be required to be reconstructed per City code.
11. Ashe Road will be under the City's jurisdiction upon completion of annexation. The City will require a right-of-way dedication of 60 feet (120 feet total planned for the corridor) along the west property line of the development.
12. Intersection Improvements to Ashe Road and Baseline Road will be required. In addition, other improvements to Ashe Road may be necessary after investigation.
13. Consideration should be given to eliminating the access to Ashe Road. Could the access points be relocated to Baseline or Galena Road?
14. West Beecher Road is proposed to be vacated as part of Project Steel, therefore the access to the parcel to the south of Galena Road will need to be modified and coordinated.
15. The developer should identify the proposed construction access points.
16. 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.

17. 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.
18. The connections to the sanitary sewer will generally come from existing interceptor sewers. The improvements required to serve this development will require detailed study.
19. Access to sanitary manholes, water valves, shut-offs, etc. will need to be coordinated during final design.
20. The attached landscape plan comments need to be addressed.

Preliminary Drainage Memo (from previous submittal)

21. The United City of Yorkville Stormwater Management Ordinance takes precedence over the Kendall County Stormwater Ordinance. The stormwater ordinance is separate from the City's Unified Development Ordinance.
22. The planned outfall locations for the stormwater basins will be evaluated during final design. The evaluation will need to include downstream capacities.
23. There is a floodplain on the property associated with Rob Roy Creek that was identified in the Interim Hydrologic & Hydraulic Analysis of Rob Roy Creek, 2005. The property will have to be developed in accordance with the floodplain provisions of the City's stormwater ordinance. The flood elevation is between 653 and 649. Please see the attached exhibit.
24. The report includes a requirement to control the outlet to 0.08 cfs/acre for a 25-year storm. It has been determined that this will not be required for this project.

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)
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June 6, 2025

Pamela Whitfield, PE, CFM
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Project No.: 21-0275 AS

Re: Landscape Plan Review
Project Cardinal

Dear Pamela:

We have completed our second landscape plan review of the proposed Project Cardinal development located south of Baseline Road, east of Ashe Road, north of Galena Road, and west of Route 47 in Yorkville.

Landscape Plan – NOT RECOMMENDED FOR APPROVAL

This landscape plan is not recommended for approval. We acknowledge it is a conceptual plan, but numerous UDO requirements were not clearly addressed on the plan as described below. If there are any changes to the proposed project, additional comments may be provided. Please note that the requirements of each section are in addition to the requirements of all other sections of the ordinance (i.e., trees and other plant materials cannot be "double counted" to meet multiple requirements).

Building Foundation Landscape Zone

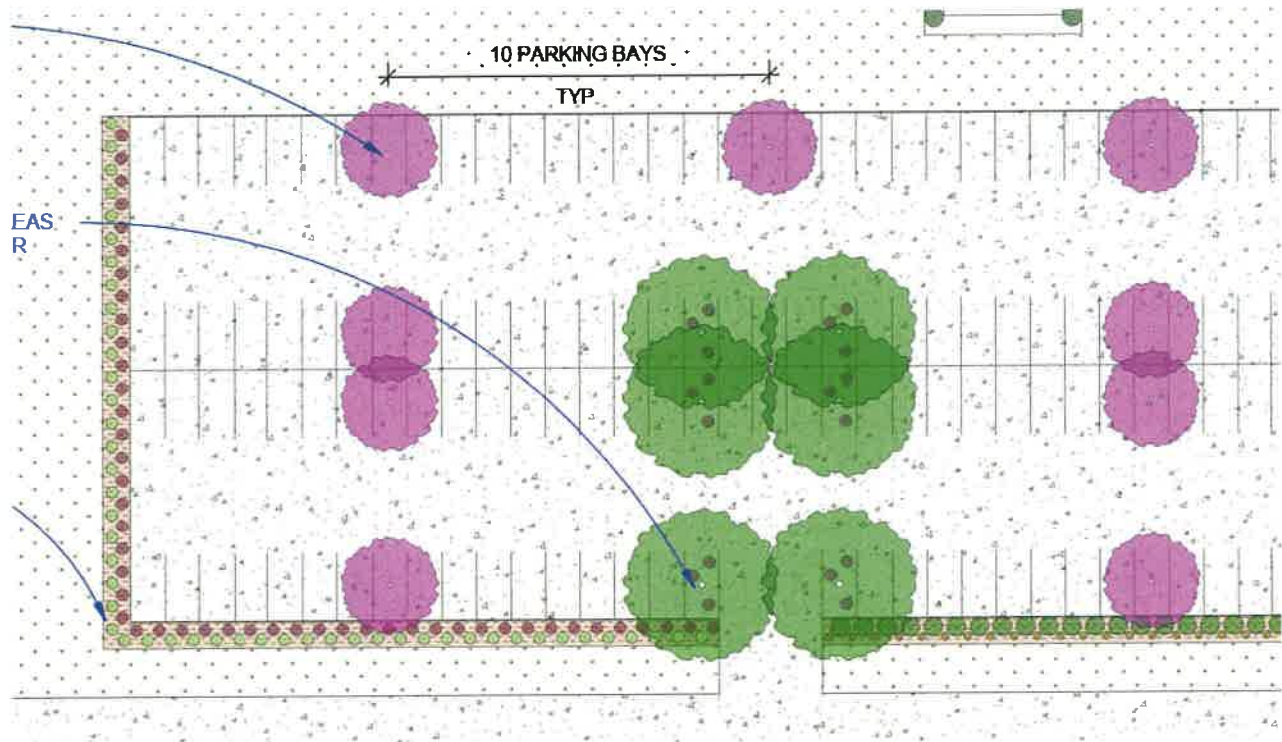
PREVIOUS COMMENTS NOT ADDRESSED. A Building Foundation Landscape Zone, consisting of 5 square feet of landscape area per linear foot of building frontage, is required along front and side yards per the UDO. Little to no foundation plantings other than lawn are shown for most buildings. Building foundation landscape requirements are not met.

Parking Area Perimeter Landscape Zone

PREVIOUS COMMENTS ADDRESSED. All off-street parking areas abutting public or private right-of-way, excluding alleys, are required to include parking lot perimeter landscaping. Parking lot perimeter landscape is conceptually depicted.

Parking Area Interior Landscape Zone

PREVIOUS COMMENTS PARTIALLY ADDRESSED. The submitted parking lot landscape detail plan seems to show trees in pavement (no islands) and no vehicular connection between aisles. See below.



Transition Zone

The plan indicates a Type D transition zone will be provided along all property edges. Requirements can be considered met and will be verified when detailed landscape plans are provided.

Species Diversity Requirements

PREVIOUS COMMENTS NOT ADDRESSED. Species diversity requirements cannot be assessed at this time due to lack of detail.

Minimum Plant Size Requirements

PREVIOUS COMMENTS NOT ADDRESSED. Minimum plant size requirements cannot be assessed at this time due to lack of detail.

Tree Preservation and Removal

PREVIOUS COMMENTS NOT ADDRESSED. No live tree(s) with a diameter four inches DBH or greater may be removed without applying for and receiving approval from the City. No tree inventory or preservation plan was provided. Although a majority of the site appears to be in agricultural production, a review of Google Earth and Google Streetview imagery indicates that there are trees present on this site. Requirements not met.

Street Trees

PREVIOUS COMMENTS NOT ADDRESSED. A minimum of one canopy tree is required for every 40 linear feet of parkway. These trees are in addition to those required in other zones which may abut streets. Requirements not met.

Wetlands

PREVIOUS COMMENTS NOT ADDRESSED. Rob Roy Creek traverses the eastern edge of the project site. Two proposed campus entries are shown crossing the creek and will likely require wetland permitting. A wetland delineation, including a farmed wetland determination, should be provided for the entire site to document the extent of Waters of the US and wetlands, both federally regulated and others that may be subject to the Yorkville wetland ordinance. Additional comments may be provided after more information is provided.

SUMMARY

This review was based upon the following documents, pursuant to relevant landscape requirements of the City's Unified Development Ordinance and Wetland Regulations.

- Conceptual Landscape Plan; 2 sheets; prepared by O2, Margulies Hoelzli Architecture, and Burns McDonnell; dated 3/13/2025

Let us know if there are any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "Tim Pollowy". The signature is written in a cursive, flowing style.

Tim Pollowy, RLA (IL & WI)
Senior Landscape Architect



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
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 Cardinal
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
- Concept Plan (1 sheet) prepared by Burns & McDonnell Engineering
- Preliminary Drainage Memo dated March 14, 2025 and prepared by Burns & McDonnell 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.
 - IDOT for access to Route 47
 - Kendall County for access to Galena 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
 - 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. A phasing plan should be provided.
7. All proposed connections to Route 47 will need to be reviewed and approved by IDOT. The developer shall confirm the intent to construct bridges over the creek.
8. 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.
9. Kendall County has noted that they will request that the developer construct Galena Road to a 3-lane section by widening the existing roadway on each side, and connecting with the 3 lanes that exist on the east side of Eldamain Road and the proposed 3 lanes that will be constructed by IDOT on the west side of Route 47, creating a continuous 3-lane section across their entire frontage of Galena Road.
10. 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. There are proposed connections that do not meet these requirements. The access points should align with the proposed Project Steel access points to the south. Generally, the county is looking for no more that two access points.
11. Baseline Road is under the jurisdiction of the City. We will require a right-of-way dedication of 50 feet (100 feet total planned for the corridor) along the north property line of the development.
12. Baseline Road is not built to City standards and will be required to be reconstructed per City code.

13. Ashe Road will be under the City's jurisdiction upon completion of annexation. The City will require a right-of-way dedication of 60 feet (120 feet total planned for the corridor) along the west property line of the development.
14. Intersection Improvements to Ashe Road and Baseline Road will be required. In addition, other improvements to Ashe Road may be necessary after investigation.
15. Consideration should be given to eliminating the access to Ashe Road. Could the access points be relocated to Baseline or Galena Road?
16. West Beecher Road is proposed to be vacated as part of Project Steel, therefore the access to the parcel to the south of Galena Road will need to be modified.
17. The developer should identify the proposed construction access points.
18. The City would like to see a roadway extended from East Beecher to connect with Mighell Road at Baseline Road.
19. 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.
20. 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.
21. The developer should explain the purpose of the future water storage tanks.
22. 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.
23. Access to sanitary manholes, water valves, shut-offs, etc. will need to be coordinated during final design.

Preliminary Drainage Memo

24. The United City of Yorkville Stormwater Management Ordinance takes precedence over the Kendall County Stormwater Ordinance. The stormwater ordinance is separate from the City's Unified Development Ordinance.
25. The planned outfall locations for the stormwater basins will be evaluated during final design. The evaluation will need to include downstream capacities.
26. There is a floodplain on the property associated with Rob Roy Creek that was identified in the Interim Hydrologic & Hydraulic Analysis of Rob Roy Creek, 2005. The property will have to be developed in accordance with the floodplain provisions of the City's stormwater ordinance. The flood elevation is between 653 and 649. Please see the attached exhibit.
27. The report includes a requirement to control the outlet to 0.08 cfs/acre for a 25-year storm. It has been determined that this will not be required for this project.

Ms. Krysti Barksdale-Noble
April 4, 2025
Page 4

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

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in dark ink, appearing to read 'B. Sanderson', with a long horizontal flourish extending to the right.

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

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratosh, 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. Matt McCarron, Pioneer Development (via email)
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TNP, PGW2, EEI (via e-mail)

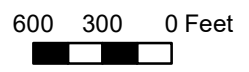


Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com



United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
630-553-4350
www.yorkville.il.us

			DATE:	MARCH 2025
			PROJECT NO.:	YO2451
			BY:	PGW2
			PATH:	H:\GIS\PUBLIC\YORKVILLE\2024\
			FILE:	YO2451_Project_Cardinal_Floodplain.mxd
NO.	DATE	REVISIONS		



PROJECT CARDINAL
FLOODPLAIN EXHIBIT



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 Cardinal Proposed 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 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 (Bristol Bay condos) located approximately 1300 ft east of the closest building on the proposed Project Cardinal Campus; 900 feet of this distance is a setback within the proposed project site. For properties at this distance, it may be difficult for the Data Center Campus to comply with the City's Noise Ordinance.
5. The closest residential land use within the City of Yorkville is 800 feet south of the proposed data center property line at 10346 Galena Road. With concerted effort, it might be possible for the Data Center Campus to comply with the City's Noise Ordinance. This location is of particular concern to us due to its proximity to the proposed development.

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.
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, Kane 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 North, South, and West of the proposed Data Center Campus on Baseline, Galena, and Ashe Roads.

****END OF MEMORANDUM****

MEMORANDUM

April 21, 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 Cardinal Proposed Data Center Campus and On-site Substations Development
Follow-Up to Acoustics Questions during April 10th Plan Council Meeting

On April 10, 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 and responses to acoustics-related questions:

1. *Will residents near the data center be exposed to health risks due to data center noise?* Studies have shown that noise-related stress can cause health risks, but the level of health risk is related to the amplitude of the noise. The city noise ordinance limits noise transmission to residential properties to 60 dBA during the daytime and 50 dBA at night, with these limits being 10 dB more stringent for tonal noise due to its potential for annoyance. These thresholds are consistent with American National Standards Institute (ANSI) standard S12.9 and World Health Organization (WHO) guidelines, which are 50-60 dBA daytime and 45-50 dBA nighttime. The WHO guidelines, in particular, are based on extensive research in noise-related impacts, including health impacts and sleep disturbance.
2. *There is a very nice equestrian center located West of the project site. How do horses respond to noise as compared to humans?* After researching horses' response to noise, we found that horses have a wider frequency range of hearing than humans and are likely to be startled by sudden noises due to their prey instinct. There is some evidence that, like humans, horses acclimate to steady or repetitive noises (such as aircraft flyovers or train passbys). Since noises associated with data centers are primarily continuous noises, rather than intermittent or sudden onset noises, we expect the horses will not be more sensitive than humans to this type of noise source. In addition, ANSI S12.9 recommends that noise transmissions to residential land uses be 5-15 dB quieter than riding stables, suggesting that humans are more sensitive to noise than horses.
3. *How will the officers determine if the noise is tonal?* The City of Yorkville uses Quest Technology Model 210 sound level meters, which do not have the capability needed to determine if a noise source is tonal. The officers would need new sound level meters with third-octave band measurement capability and training in analyzing measurements to determine if a sound is tonal.

4. *A note regarding equipment placement:* 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.
5. *Regarding operational conditions:* As discussed in the plan council meeting, we recommend an update to item 30.II.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.

****END OF MEMORANDUM****

MEMORANDUM

July 8, 2025

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

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

Re: Project Cardinal Proposed Data Center Campus and On-site Substations Development
Review of Preliminary Sound Study

Pioneer Development, LLC, is seeking approval from the United City of Yorkville for development of Project Cardinal, a 1,037 acre data center campus and on-site substation development. The City requested Project Cardinal to provide a preliminary sound study with the elements described below. Our comments regarding each of these elements are shown in blue.

1. **Conduct a site noise survey to establish the existing ambient noise environment in the vicinity of the development including the following:**
 - a. Measure at locations representative of closest residences to the project at one or more locations in each of the 4 compass directions
 - b. At least one of the measurements in each compass direction shall be at least 24 hours in duration to capture the daytime and nighttime levels
 - c. Additional measurements could be short-duration (15-30 minutes) at the discretion of the project's acoustic consultant.
 - d. Conduct 24-hour measurements at the closest residential subdivision (Bristol Bay)

The site noise survey measured sound levels near the roadways bordering the proposed site in each of the 4 compass directions for the appropriate durations. According to Figure 2 in the study, these measurements were too close to the roadway for the measured L_{eq} (equivalent sound pressure) levels to be representative of the sound levels at the nearest residences. However, the study also provided L_{90} levels, which is the sound level exceeded 90% of the time. In this case, traffic and other transient noise sources are effectively ignored in the L_{90} , making it a more applicable metric to describe the background noise level at the nearest residences.

2. **Generate an initial 3D computer model (SoundPLAN, CadnaA, or similar) of the project using the tentative site plan as follows:**
 - a. Use representative sound power levels for the mechanical equipment in the planned cooling scheme (generators during routine testing, chillers, RTUs, AHUs, fans, cooling towers, etc.)
 - b. Model peak operation during nighttime hours (and daytime if equipment is planned to operate in a quieter mode during nighttime hours).

- c. Consider tonality of noise sources and apply the 10-dB penalty to those types of noise sources.
 - d. Describe mitigation methods that may be needed to comply with the City noise ordinance.
-
- 1) The computer model included generators and chillers, but did not include RTUs, AHUs, fans, cooling towers, substation transformers, or any other potential project noise sources. These must be included in the final model.
 - 2) Rather than using manufacturer-provided sound power levels for the chillers, it appears that an iterative analysis was performed and determined that the maximum allowable overall sound power level for the chillers will be 91 dBA. This is an effective approach, but it has not been demonstrated that it is possible to select chillers that are only 91 dBA overall, and 91 dBA is considerably quieter than a typical air-cooled chiller.
 - 3) The Study assumes that it is possible to select chillers with no prominent discrete tones. This has yet to be demonstrated. In the final noise study, the analysis is required to be conducted based upon actual measured sound levels for the selected chillers. It is likely that the manufacturer will need to conduct new sound level measurements prior to permitting in order to provide sound levels that are not empirically derived. Tonality should be assessed based on these measurements.
 - 4) Noise mitigation measures, such as barrier heights and locations, were not investigated or described in the initial sound study. The project should keep in mind that barrier effectiveness is dependent upon the distance between the barrier and the source (or receiver). A parapet wall is unlikely to be effective for chillers on the opposite side of the roof and barriers close to chillers may restrict airflow.
-
3. **Issue report(s) to document the ambient measurements and initial modeling results.**

The report described the sound study in sufficient detail. Staff's July 3rd memo regarding the PZC plan summarized this sound study, stating, "the report concluded that compliance can be achieved through the use of low-noise equipment." We would add that acoustic barriers will likely be needed in addition to the use of low-noise equipment.

The purpose of this initial study was to give the project an opportunity to define noise mitigation challenges early on and change the site layout if needed to facilitate noise mitigation. This study does not fully seize that opportunity, and as a result, more of the burden of proof and analysis rests upon the final study.

****END OF MEMORANDUM****



Memorandum

To: Plan Council
From: Krysti Barksdale-Noble, Community Development Director
Date: March 25, 2025
Subject: **PZC 2025-08 Project Cardinal – Annex, Rezone, PUD & Prelim Plan**
SW Corner of Baseline Road & IL 47 west to Eldamain Road
Proposed Data Center Campus and On-Site Substation Development

I have reviewed the completed applications for Annexation, Rezone, Planned Unit Development (PUD) and Preliminary PUD Plan for Project Cardinal received March 21, 2025 as submitted by Pioneer Development, LLC, Petitioner, as well as conceptual Preliminary PUD site plan dated 03/14/25, exterior building elevations dated 03/14/25, and Landscape Plan dated 03/11/25, all prepared by Burns McDonnell, Margulies Hoelzli Architecture and O². A Traffic Methodology Memo, Preliminary Drainage Memo, and security fencing details dated March 14, 2025 prepared and/or submitted by Burns McDonnell, were also reviewed.

The petitioner, as contract purchaser, along with property owners Sanjay and Sameer Gupta, Dale L. Konicek, LLC, and The Konicek Family Limited Partnership, is seeking approval for the annexation of seven (7) parcels totaling 305 acres. These parcels will be part of a larger 1,037-acre development consisting of 21 parcels in total planned for a state-of-the-art data center campus. The request also includes rezoning the area to 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 fourteen (14) two-story data center buildings totaling over 17 million square feet, two (2) electrical substations, a utility switchyard, and associated stormwater detention basins. Each phase of development will include one data center building, with full campus buildout anticipated within 10 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 within 500 feet of the subject property prepared by the petitioner and submitted as part of the application and noted several parcels to the north (within Kane County) were not included.
 - a. **Attached is a list of the fourteen (14) parcels and property owners that will need to be added to your application and included in you public hearing certified mailing.** It is the petitioner's responsibility to verify the accuracy of the parcels and mailing addresses provided.

GENERAL ANNEXATION COMMENTS:

2. **SUBJECT PROPERTY** - The subject property area for the proposed data center campus is comprised of seven (7) unincorporated parcels totaling 305-acre and fourteen (14) currently incorporated parcels, totaling approximately 1,037 acres as broken down below:

PIN	ACRES	OWNER	JURISDICTION
02-05-300-003	136.73	Galena & 47TH LLC, MPLIV10 LLC	CITY OF YORKVILLE
02-04-300-032	26.09		CITY OF YORKVILLE
02-04-300-024	1.64		CITY OF YORKVILLE
02-05-400-021	1.28		CITY OF YORKVILLE
02-09-100-031	0.11		CITY OF YORKVILLE
02-09-100-030	1.04		CITY OF YORKVILLE
02-04-100-015	32.89	SANJAY & SAMEER GUPTA	CITY OF YORKVILLE
02-05-200-007	0.34		UNINCORPORATED
02-06-100-022	233.79	THE KONICEK FAMILY LIMITED PARTNERSHIP	UNINCORPORATED
02-06-200-002	48.60	DALE L. KONICEK, LLC	CITY OF YORKVILLE
02-05-400-022	301.61		CITY OF YORKVILLE
02-05-200-006	102.47		CITY OF YORKVILLE
02-04-100-016	11.02		CITY OF YORKVILLE
02-06-400-008	29.89		UNINCORPORATED
02-06-200-003	7.02		UNINCORPORATED
02-05-100-003	7.60	DALE L. KONICEK, LLC	UNINCORPORATED
02-05-100-005	8.54		UNINCORPORATED
02-05-400-009	15.78		CITY OF YORKVILLE
02-04-300-018	45.45		CITY OF YORKVILLE
02-04-300-017	7.73		CITY OF YORKVILLE
02-06-400-001	17.79		UNINCORPORATED
TOTAL	1037.41		

- MISSING PARCELS** – It is noted there are two (2) residential parcels located on Baseline Road (#02-05-200-004 Maldonado and #02-05-200-001 Rakas). Is it the intention of the petitioner to purchase these parcels and incorporate in the overall data center campus plan? Does the petitioner plan to keep the cell tower located on parcel #02-05-200-004?
- PLAT OF ANNEXATION** – A plat of annexation shall be an exhibit to the annexing ordinance. The city engineer will prepare the exhibit.
- EXISTING PUD DEVELOPMENTS** – There are two (2) existing Annexation Agreements/Planned Unit Developments within the proposed subject area for the Project Cardinal data center campus. This includes the Bailey Meadows and Westhaven developments as described below:

Development	Location	Acreage	Entitlements	Type of Units	# of Units
Bailey Meadows	W of SW Corner of Baseline Rd. & Rte. 47	150 ac.	Ord. 2004-40 Annexation Agreement (Expired 7/13/24)	Single Family	189
			Res. 2006-43 Prelim. Plan Approval (Expired 7/13/07)	Townhomes	153
Westhaven	NW Corner of Rt. 47 & Galena Rd.	586 ac.	Ord. 2005-78 Annexation Agreement (Expires 9/27/25)	SF Age-Restricted	568
			Ord. 2006-132 Amend. Annex. & PUD Agreement Res. 2007-54 Prelim. Plan & Plat Approval (Expired 10/23/08)	DU Age-Restricted	244
				Single Family	484
TOTAL		736 ac.	TOTAL		1638

- a. The underlying zoning of the Bailey Meadows development is R-2 Single-Family Traditional Residence District, R-3 Multi-Family Attached Residence District, and B-3 General Business District.
- b. The underlying zoning of the Westhaven development is R-2 Single-Family Traditional Residence District, R-3 Multi-Family Attached Residence District, and B-3 General Business District.
- c. Both of these developments account for approximately 70% of the overall subject area, resulting in a “loss” of approximately 1,638 future dwelling units. It should also be noted, the Westhaven development still has an active Annexation Agreement. The approval of any subsequent planned unit development (PUD) agreement will effectively repeal or override these previous entitlements.

GENERAL ZONING/REZONING COMMENTS:

6. **SUBJECT PROPERTY ZONING** – The petitioner is seeking to rezone all twenty-one (21) parcels 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 these seven (7) parcels to be annexed to the M-2 General Manufacturing District.
 - b. The petitioner is also seeking to rezone the parcels within the Bailey Meadows and Westhaven developments from R-2 Single-Family Traditional Residence District, R-3 Multi-Family Attached Residence District, and B-3 General Business District to M-2 General Manufacturing District.
7. **SURROUNDING LAND USE & ZONING** - The following are the current immediate surrounding zoning and land uses of the subject property:

	Zoning	Land Use
North	F- Farming District (Kane County)	Farmland
	Baseline Road (Rte. 30)	Transportation Land Use
East	Planned Unit Development (R-2, R-3, R-4, B-3)	Farmland (Schramm)
	B-3 General Business District	Farmland (Northgate Commercial)
	R-3 Multi-Family Attached Residence District	Bristol Bay Subdivision
	N. Bridge Street (Rte. 47)	Transportation Land Use
South	A-1 Agricultural District (Kendall County)	Farmland
	M-1 Manufacturing (Kendall County)	Vacant Farmland
	R-2 Single-Family Traditional Residence District	Residential/Outbuilding Land Use
	A-1 Agricultural District (Special Use)	Farmland (Yorkville Renewables Solar)
	Galena Road	Transportation Land Use
West	A-1 Agricultural District (Kendall County)	Farmland
	RPD-1 (Kendall County)	Residential/Equestrian Land Use
	Ashe Road	Transportation Land Use

- c. **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.
- d. While no specific land use for a “**utility switchyard**” is identified within the Unified Development Ordinance, per Section 10-3-12 (A)(5), if a proposed use is not listed in the tables, the Zoning Administrator shall determine if the use is substantially similar to a use listed in the tables. If it is, the use shall be treated in the same manner as the substantially similar use.
 - e. Since a “utility switchyard” is generally defined as “a type of substation that operates at a single voltage level without transformers,” **staff considers a “utility switchyard” to be substantially similar to an electric substation and, therefore, a permitted use within the M-2 General Manufacturing District.**
 - f. It is also noted on the singular parcel (02-06-400-001) located south of Galena Road totaling 17.75 acres is proposed for six (6) “Future Water Tanks”.
 - i. Private above-ground water tank storage is not identified specifically as a permitted or special use in the M-2 General Manufacturing District. **Therefore, staff requests additional information regarding the intended use, operation, overall area, height, and proposed access to this site. Also, will this parcel be gated? This will allow staff determine if this use is substantially similar to other permitted or special uses for the district.**

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.
- g. The petitioner has identified three (3) modification standard the proposed PUD will meet per Section 10-8-8D.
 - i. Modification Standard #1 “Landscape Conservation and Visual Enhancement”. The Planned Unit Development preserves and enhances existing landscape, trees, and natural features such as rivers, streams, ponds, groves, and landforms.
 - 1. **Staff believes this modification standard does not apply, as the subject property currently lacks any existing landscaping or trees, and no natural features have been identified for preservation.**
 - ii. Modification Standard #6 “High Quality Building Materials.” The Planned Unit Development utilizes time and weather tested building materials that are of a higher quality than what is otherwise required by this UDO.

1. **Staff is uncertain if this modification standard applies, however, the petitioner states “ each building will feature architectural treatments that incorporate elements reminiscent of modern warehouse design...including advanced glazing, refined articulation, precast concrete walls, and metal elements.”**
- iii. 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 will be required to make roadway improvements to at least the intersection of Baseline Road (Rte. 30) and Ashe Road.**
- iv. 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 install large diameter public utilities (water and sanitary) to the property.**
- h. **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.
 - i. 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.
 - j. **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 fourteen (14) phases over an estimated ten (10) year period, with each phase anticipated to include one (1) building. According to the Project Cardinal narrative, each building is expected to become operational within 24 months of its groundbreaking.

- k. It is unclear if phasing will occur in numerical order of the depicted buildings on the Site Plan (e.g., Building #1 will be Phase 1, Building #2 will be Phase 2, etc.).
- l. Staff recommends the phasing plan be implemented to minimize impacts on nearby residential structures by prioritizing initial development at the farthest distance from existing residential structures.
- m. The petitioner must provide a detailed phasing schedule table as a separate document or be depicted on the Site Plan for specificity within the PUD agreement.

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*
FRONT YARD (Bridge Street/IL Rte. 47)	25'	25'
SIDE YARD (North – Baseline Road/South- Galena Road)	Min. 10% of lot/Max. 20'	20'
REAR YARD (Ashe Road)	0'	0'

*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. For the purposes of the perimeter setbacks, the petitioner is requesting Bridge Street/IL Rte. 47 is the established front yard and Ashe Road 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. Therefore, is the petitioner seeking a zero (0) foot building setback for all yards on the future plats, as Section 10-8-6-C-6.c(6) of the Unified Development Ordinance requires building setback lines on all lots? If so, staff supports this request.
- 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.
 - n. The petitioner is seeking waiver of future standards adopted being applicable to this subject property after adoption of the Planned Unit Development (Deviation #2).
 - o. The City is currently in the process of adopting specific development standards for data center campus developments.
 - p. 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 will require that 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 each proposed two-story data center building to top of building roof and top of rooftop equipment. As proposed buildings will not exceed 55’ to top of structure and 78’ to top of rooftop equipment.
 - q. Staff recommends a maximum overall height for data center buildings within 1,500 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. It is noted on the Site Plan and Enlarged Site Plan the petitioner has indicated a “2,000 ft. Residence District Building Height Restriction Zone”.
 1. One (1) Customer Substation, the entirety of Buildings 12, 13, 14, and portions of Buildings 9, 10, and 11 fall within this zone.
 2. Residential land uses to the north of Baseline Road (Kane County) and to the west of Ashe Road (Kendall County) do not appear to be contemplated in the provided restriction 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 41% (18,552,808 sq. ft.).
17. **VEHICULAR/PEDESTRIAN ACCESS** – It is noted that the site has access eight (8) points of access. Two (2) off of N. Bridge Street (IL Rte. 47), four (4) off of Galena Road, one (1) on Ashe

Road, and one (1) off Baseline Road (Rte. 30). These access points lead to internal private roadways which loop around the fourteen (14) proposed buildings and connect to the electric substations and utility switchyard.

- ii. It is noted that three (3) access points – two (2) off of Galena and one (1) off of Baseline Road will be direct employee access the respective data center building portions of the campus. Additionally, remaining two (2) access points located on Galena Road are intended exclusively for the user, ComEd, and emergency medical services (EMS) to the electrical substation and utility switchyard. These access points will also be locked and secured.
- iii. The proposed primary access points to the data center will occur through the one (1) access point on Ashe Road and two (2) off of N. Bridge Street (Rte. 47). These points of access will be fenced and guarded stations requiring extensive security verification before entry.
- iv. **Staff defers to City Engineer regarding site access and roadway alignments.**
- r. **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 #3**).
 - i. According to Section 10-5-1-F-2-c The Zoning Administrator may waive or modify the requirement for vehicular cross access on determining that such cross access is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive area, would create unsafe conditions, or there exists an inability to connect to adjacent property. City Council shall have the authority to waive or modify vehicular cross access requirements for all public review processes involving review by City Council. **Staff supports the waiver.**
 - s. **Pedestrian Circulation** – Per Section 10-5-1-N Pedestrian Circulation Standards of the Unified Development Ordinance required off-street parking areas to on-site pedestrian circulation systems and connection to existing and future planned trails. The petitioner states that walkways between parking areas and building entrances will be provided on-site, however they seek a waiver for public access and connection to public sidewalks and bicycle trails due to the nature and security of the proposed land use (Deviation #5).
 - i. According to Section 10-5-1-N-5, the Zoning Administrator may waive this requirement upon determining that no walkway exists, a future walkway is unlikely to exist, or such connection would create a safety hazard. **Staff supports the waiver.**
 - 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. **Ashe Road/Galena north to Baseline Road**
 - 2. **Baseline Road from Ashe/Eldamain Road east to Bridge Street (Rte. 47)**

18. **PARKING** - According to the Site Plan submitted, there are 3,750 total parking spaces to be provided on the property to accommodate the proposed fourteen (14) building data center campus and electric substation/utility switchyard 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>
Building 1	1,361,182	300	408.35
Building 2	1,361,182	300	408.35
Building 3	780,000	150	234.00
Building 4	780,000	150	234.00
Building 5	1,361,182	300	408.35
Building 6	1,361,182	300	408.35
Building 7	1,361,182	300	408.35
Building 8	1,361,182	300	408.35
Building 9	1,361,182	300	408.35
Building 10	1,361,182	300	408.35
Building 11	1,361,182	300	408.35
Building 12	780,000	150	234
Building 13	1,361,182	300	408.35
Building 14	1,361,182	300	408.35
TOTAL	17,313,002	3750	5193.85

- t. 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 1,878,142 sq. ft. requiring ~505 parking spaces per building, however, they contend the actual parking demand will be approximately 375 spaces per building (Deviation #4).
- u. Staff has estimated the total required parking for the subject property is 5,194 spaces, including 114 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 104 electric vehicle charging stations.
- i. 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 required electrical vehicle charging station infrastructure which will be used to install electric charging stations in the downtown or at other public facilities.
- v. Bicycle Parking – Per Section 10-5-1-O-2 of the Unified Development Ordinance to provision of bicycle parking is encouraged, not required, and if utilized on a development site will allow for a reduction of required off-street parking. The petitioner is seeking a waiver to not provide off-street bicycle parking (Deviation #6).
- i. No waiver required as it is a parking bonus mechanism, not a requirement.
- w. Off-Street Loading – Per Section 10-5-1-Q of the Unified Development Ordinance, the number of off-street shall be determined on a case-by-case basis, and in the

instance of special uses, loading berths adequate number and size to serve such use, as determined by the Zoning Administrators, shall be provided. The petitioner requests a minimum of one (1) off-street loading space per data center campus building on the subject property (**Deviation #7**). **Staff supports the request.**

19. **TRAFFIC IMPACT** – The petitioner has provided a Traffic Methodology Memo prepared by Burn McDonnell providing basic trip generation modeling for the proposed data center campus at full buildout. The preliminary report estimates a daily total of 2,792 trips. **Staff defers to the City Engineer regarding Traffic Methodology Memo.**

- x. **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.**

20. **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**).

- y. 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 has indicated base building foundation on Enlarged Site Plans.

- 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 perimeter landscape zone plantings on Enlarged Site 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.

1. **Petitioner has indicated a 100' Transition Type D Zone Landscape Buffer on Enlarged Site Plans.**



2. **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.**

21. **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**).

- z. Petitioner proposes to screen ground mounted mechanical equipment with vinyl fencing matching the height of the generator units but excluding any stacks protruding above the unit. No additional screening is proposed for rooftop mechanical units located within penthouses.
 - i. **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.**
 - ii. **If approved to be placed on the rooftop, staff recommends they be enclosed in penthouses, as the petitioner proposed, 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.**
 - iii. **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.**

22. **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.

- aa. Petitioner has provided a manufacturers brochure of proposed high security steel fencing. They are requesting to have ten (10) foot tall powder coated black steel

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. The request for a ten-foot (10'-0") tall security fence which exceeds the maximum permitted eight-foot (8'-0") tall fence is supported by staff.
- iii. Staff understands that the fences will be locked with access (assuming via a Knox Box) to ComEd officials and EMS teams (assuming Bristol Kendall Fire District and Yorkville Police Department).

23. **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.

bb. 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.

cc. 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 #30 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.

24. **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.

dd. The petitioner has submitted exterior building elevations featuring predominantly blank, monolithic wall structures composed of materials such as light grey precast concrete panels, medium grey insulated metal panels, glazing, and vinyl screen walls

with metal downspout accents. 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.

ee. 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 facades and improve overall aesthetics.
- ii. Staff further recommends buildings visible from Route 47 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. Should a central roadway (E. Beecher) go through the site intersecting at Baseline Road, the building facades facing this roadway should be a better than average standard (but maybe slightly less than the Route 47 facades).
- iii. As part of the revised submittal, the petitioner shall provide a comprehensive architectural rendering of the data center buildings, along with viewpoint renderings from each adjacent public roadway. These renderings must include proposed landscaping to accurately depict the visual impact of the development and demonstrate how the revised elevations contribute to a more context-sensitive and visually appealing design.

25. **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**).

- ff. 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.**

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

- gg. Standards in this section apply only to publicly dedicated roadways. No internal roads are proposed for public dedication. **Staff supports this request but defers to the City Engineer regarding the extension of E. Beecher Road northward toward Baseline Road.**

27. **SIGNAGE** – The petitioner does not appear to propose any wall/building mounted signage on the exterior elevations.

- hh. 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.
 - ii. **Are monument signs or wayfinding signage proposed within the data center campus?**
 - i. **See comments under #20 Comprehensive Plan and #32 Development Offsets entryway and placemaking elements.**
28. **SITE ADDRESSING – Will the internal roadways be named for individual addressing, or will the petitioner seek a single site address off of Bridge Street, Ashe Road or Baseline Road with internal building numbering/identification?**
29. **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.**
 - kk. **Are lights proposed for the future water tank parcel?**
30. **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:**
- ll. **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.**
 - mm. **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.**

nn. **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.**

oo. **Building Code Standards** – The following building code standards shall apply:

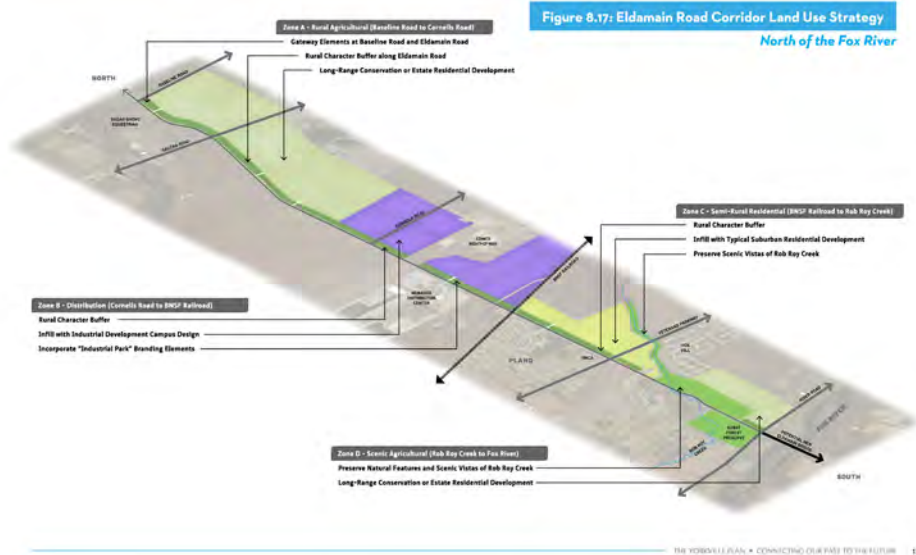
- i. **Installing advanced early fire detection in server rooms, using fire-resistive construction beyond code minimums on walls facing neighborhoods, or providing additional hazardous material safeguards.**
- ii. **Compliance with the National Fire Protection Association (NFPA) 855.**

31. **COMPREHENSIVE PLAN** – The 2016 Comprehensive Plan Update designates the subject property for Project Cardinal as “Estate/Conservation Residential (ECR)” and “Parks and Open Space (OS)”. The “Estate/Conservation Residential (ECR)” is intended to provide flexibility for residential design which will accommodate low-density detached single-family housing. The “Parks and Open Space (OS)” designation is intended for recreational lands and the preservation of open space areas utilized for public or private lands.

pp. The current future land use designations reflect the current underlying approved zoning and plans for the Bailey Meadows and Westhaven PUDs. The Comprehensive Plan also anticipated the west side of N. Bridge Street (IL Rt. 47) in this area for open space parkland or “green infrastructure”.

qq. **Overall, staff supports the proposed PUD for a data center campus, as the corridor along Eldamain Road (“Ashe Road” when north of Galena 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.



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- ii. **In Figure 8.5: Zone A North Gateway Future Land Use Concept (Baseline Road to Galena Road) and Figure 8.20: Rural Agricultural Zone A Future Land Use Concept (Baseline Road to Cornells Road) each indicate an opportunity to create gateway signage and enhance the roadway with landscaping elements introducing the entryway into the City.**

SECTION 8 - CORRIDORS

ZONE A - RURAL AGRICULTURAL (BASELINE ROAD TO CORNELLS ROAD)

While there are a few scattered residential properties with Green Organics Composting located to the east, this zone is primarily agricultural and rural in character. In the long-term, conservation or estate residential development could be encouraged. Strategies for this zone include:

- Create gateway signage at Baseline Road.
- Preserve rural character with landscaping treatments; a landscape buffer along this zone could be dedicated.

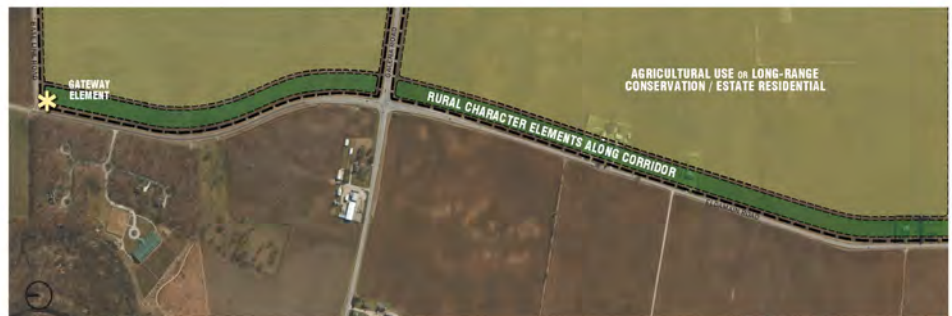


Figure 8.5a: Zone A Future Land Use Concept

SECTION 8 - CORRIDORS

ZONE A - NORTH GATEWAY (BASELINE ROAD TO GALENA ROAD)

The existing rural and agricultural character of Zone A serves as a gateway into Yorkville from the north. While the west side of the roadway is agricultural in land use, the east side is defined by the Bristol Bay residential subdivision. An existing 300 foot space between the roadway and the subdivision could be reserved as a greenway or rural character buffer. Overall strategies for this zone include:

- Create gateway signage at Baseline Road.
- Dedicate landscape buffer along Illinois Route 47.
- Enhance roadway with rural character elements and landscaping.

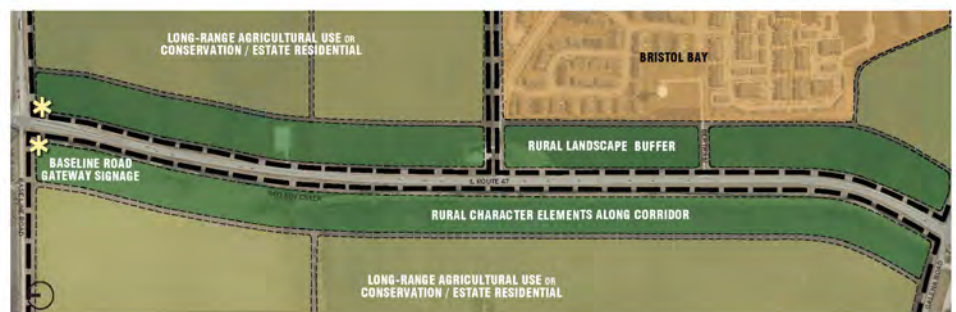


Figure 8.5b: Zone A Future Land Use Concept

32. **DEVELOPMENT OFFSETS** - As part of the City's efforts to balance the scale and impact of the proposed 1,034-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 to compensate for the loss of land and land-cash contributions, and community investment within the downtown as described below:

rr. **Entryway/Gateway Signs**

- i. **Staff requests the petitioner provides the necessary easements and funds the design, fabrication, and cost for the installation of three (3) gateway signs and/or entryway features as identified in the Comprehensive Plan.**

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.

ss. **Parks & Recreation**

- i. **It is estimated that the conversion of the 1,034-acre subject property to a data center campus, which was previously planned for dense single-family and townhome residential development with nearly 2,100 dwelling units, is equivalent to a loss of \$3.2 million in park land-cash contributions.**

- ii. **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.

tt. **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.**

uu. **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.**

vv. 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 #32. 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.

PINS	Property Owner	Mailing Address
14-31-200-002	GRUBE, ROBERT P 2011 TRUST ET AL CAPS	801 WARRENVILLE RD STE 150 LISLE, IL, 60532-4328
14-31-300-001	J M FARM LLC DEBRA BAUMGARTNER	2506 N CLARK ST STE 2950 CHICAGO, IL, 60614-1849
14-31-400-001	J M FARM LLC DEBRA BAUMGARTNER	2506 N CLARK ST STE 2950 CHICAGO, IL, 60614-1849
14-32-300-001	J M FARM LLC DEBRA BAUMGARTNER	2506 N CLARK ST STE 2950 CHICAGO, IL, 60614-1849
14-32-300-007	FOTOPOULOS, ELIZABETH & NINA A	43W904 BASELINE RD SUGAR GROVE, IL, 60554-9649
14-32-300-006	JERICO CEMETERY ASSOCIATION % RALPH HARKISON	PO BOX 3 BIG ROCK, IL, 60511
14-32-300-008	EILERT, JEFFRIES H DCLRN OF TRUST, TRUSTEE	525 S EDGELAWN DR AURORA, IL, 60506
14-32-300-009	EILERT, JEFFRIES H DCLRN OF TRUST, TRUSTEE	525 S EDGELAWN DR AURORA, IL, 60506
14-32-400-001	EILERT, JEFFRIES H DCLRN OF TRUST, TRUSTEE	525 S EDGELAWN DR AURORA, IL, 60506
14-32-400-002	GRACE LAND LLC	9 BEL AIRE CT BURR RIDGE, IL, 60527-8382
14-33-301-001	JENNINGS, SUZANN M TRUST JAMES A SHERMAN	602B W 5TH AVE NAPERVILLE, IL, 60563-2902
14-33-377-018	HOMESTEAD LAND COMPANY LLC	1107 S BRIDGE ST STE D YORKVILLE, IL, 60560-1747
14-33-400-028	ORMISTON, MAURICE E DCLRN TR # 101 & ET AL	11718 NEWARK RD NEWARK, IL, 60541-9236
14-33-400-029	SUGAR GROVE FAMILY FUN CENTER LLC EDWARD PAROLEK	1099 DEERPATH RD AURORA, IL, 60506



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
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 Cardinal
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
- Concept Plan (1 sheet) prepared by Burns & McDonnell Engineering
- Preliminary Drainage Memo dated March 14, 2025 and prepared by Burns & McDonnell 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.
 - IDOT for access to Route 47
 - Kendall County for access to Galena 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
 - 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. A phasing plan should be provided.
7. All proposed connections to Route 47 will need to be reviewed and approved by IDOT. The developer shall confirm the intent to construct bridges over the creek.
8. 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.
9. Kendall County has noted that they will request that the developer construct Galena Road to a 3-lane section by widening the existing roadway on each side, and connecting with the 3 lanes that exist on the east side of Eldamain Road and the proposed 3 lanes that will be constructed by IDOT on the west side of Route 47, creating a continuous 3-lane section across their entire frontage of Galena Road.
10. 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. There are proposed connections that do not meet these requirements. The access points should align with the proposed Project Steel access points to the south. Generally, the county is looking for no more that two access points.
11. Baseline Road is under the jurisdiction of the City. We will require a right-of-way dedication of 50 feet (100 feet total planned for the corridor) along the north property line of the development.
12. Baseline Road is not built to City standards and will be required to be reconstructed per City code.

13. Ashe Road will be under the City's jurisdiction upon completion of annexation. The City will require a right-of-way dedication of 60 feet (120 feet total planned for the corridor) along the west property line of the development.
14. Intersection Improvements to Ashe Road and Baseline Road will be required. In addition, other improvements to Ashe Road may be necessary after investigation.
15. Consideration should be given to eliminating the access to Ashe Road. Could the access points be relocated to Baseline or Galena Road?
16. West Beecher Road is proposed to be vacated as part of Project Steel, therefore the access to the parcel to the south of Galena Road will need to be modified.
17. The developer should identify the proposed construction access points.
18. The City would like to see a roadway extended from East Beecher to connect with Mighell Road at Baseline Road.
19. 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.
20. 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.
21. The developer should explain the purpose of the future water storage tanks.
22. 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.
23. Access to sanitary manholes, water valves, shut-offs, etc. will need to be coordinated during final design.

Preliminary Drainage Memo

24. The United City of Yorkville Stormwater Management Ordinance takes precedence over the Kendall County Stormwater Ordinance. The stormwater ordinance is separate from the City's Unified Development Ordinance.
25. The planned outfall locations for the stormwater basins will be evaluated during final design. The evaluation will need to include downstream capacities.
26. There is a floodplain on the property associated with Rob Roy Creek that was identified in the Interim Hydrologic & Hydraulic Analysis of Rob Roy Creek, 2005. The property will have to be developed in accordance with the floodplain provisions of the City's stormwater ordinance. The flood elevation is between 653 and 649. Please see the attached exhibit.
27. The report includes a requirement to control the outlet to 0.08 cfs/acre for a 25-year storm. It has been determined that this will not be required for this project.

Ms. Krysti Barksdale-Noble
April 4, 2025
Page 4

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

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in dark ink, appearing to read 'B. Sanderson', with a long horizontal flourish extending to the right.

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

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratosh, 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. Matt McCarron, Pioneer Development (via email)
Mr. Toby Barrons, Burns & McDonnell Engineering (via email)
TNP, PGW2, EEI (via e-mail)



Memorandum

To: Krysti Noble, Community Development Director
From: Eric Dhuse, Director of Public Works
CC:
Date: April 1, 2025
Subject: Project Cardinal PUD Application Review

I have reviewed the Project Cardinal application package dated 3/14/25 and have the following comments:

Concept Site Plan

- The plan shows full access from Route 47 at 2 separate locations, have you talked to IDOT regarding these access points? If so, where are you at in the process?
- Both the Rt. 47 access points will necessitate a crossing of the Rob Roy drainage ditch, have you had any contact with the drainage district? If so, where are you at in the process?
- There are multiple access points shown on Galena Rd., which is a county highway, have you spoken with Kendall County regarding the proposed locations? If so, where are you at in the process?
- Are the proposed water tanks shown south of Galena Rd. private or public?
- Can you show what the drainage channel will look like, and how it will function without causing erosion?
- Do you plan on turf grass for all the areas without buildings?
- What are your plans for the cell tower that is currently on site?
- There are no sidewalks shown adjacent to any roadway. Please work with all agencies to provide sidewalk/path as required.
- The City requires parkway trees. Please refer to our landscape ordinance for guidance on placement and tree species.
- Early in the process, we will need a completed traffic study to make sure that all the roadways are built to the correct standards, signalized if necessary, and the appropriate

turn lanes installed if needed. Before any traffic studies are completed, the petitioner will need an answer from IDOT regarding the proposed full access entrances. Otherwise, the petitioner would have to perform two separate studies. Study 1 would show the accesses as proposed and study 2 would show no access on Rt. 47.

- The Rob Roy Drainage District is responsible for the care of the drainage ditch that is located on the east side of your property. You will need to work with them on any plantings or landscaping that is within 60' of each side of the centerline of the ditch.
- Baseline Rd. and Ashe Rd. will have to be brought up to the current city standard for data centers This will include any improvements that are recommended by a full traffic study. This will be at the sole cost of the developer.
- The construction of data centers accounts for far more traffic than the operation of data centers, please provide a detailed traffic plan for construction access for each phase of construction.
- Major reconstruction is planned for Rt. 47 in the next few years. As of now it is planned for Galena Rd. to be closed for a very long period to construct a new bridge over the Rob Roy drainage ditch Once that is completed, they plan on opening Galena and closing Baseline to build another bridge. You will need to account for this in your construction traffic plan.

Required Deviations Section

- In your list of required deviations, you ask for relief from public streets due to the unique and secure nature of a data center campus. This appears more like 3 individual developments segmented by the Com Ed owned right of way. Each cluster of building has their own fence and substation/switchgear, their own entrance, and stormwater basins. Therefore, public streets could be added without any danger to the campus since they are already divided. A connection from East Beecher to Mighell Rd. would be a logical point to look at for a public street.
- Can you provide a more detailed landscape plan with example drawings of each area?
- There is a very large landscape surfacing that was left as TBD, this needs to be determined before anything can be approved.
- Bicycle parking is very feasible, you are required to place sidewalk or trail surrounding your property and there will be a trail on the east side of Rt. 47 that runs from the south side of the city that provides the necessary access to your site.



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

Date: March 25, 2025
To: Krysti Barksdale-Noble (Community Development Director)
From: James Jensen (Chief of Police)
Reference: List Project Name: Project Cardinal - Pioneer
List Applicant Name: Matt McCarron (Pioneer Development)
List Project Manager:
List Project Number: PZC 2025-07

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

Roadway & Property Signage

Handicapped Signage Required: X Yes No

**Signage must meet MUTCD Standards

**Fine amount must be listed on sign

Speed Limit Signage Required/Recommended Yes X No

School Zone Special Signage Yes X No

Special Speed Zone Signage Requested Yes X No

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

NO Construction Traffic Signage being requested? X Yes No

Comment #1: **Proper construction routes should be identified. Secondary roadways unless properly constructed should not be used. Proper signage is being 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.



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

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

Roadway

Do you have intersection Concerns? ☒ Yes ☐ No

Comments: **We do have intersection concerns with the private driveways coming out onto Route 47 and Galena Roadway. Both roadways are well traveled with higher speed limits.**

Entrance/Exits match up with adjacent driveways? ☐ Yes ☒ No

Total Entrance/Exits for development? **4 – Galena Road**
2 – Route 47

Are vehicle entrance/exits safe? ☐ Yes ☐ No

Are warning signs for cross traffic requested? ☐ Yes ☐ No

Comments: **Direct entrances/exits to Galena Road and Route 47 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



Yorkville Police Department Memorandum

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

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

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



Yorkville Police Department Memorandum

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

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

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.



Bristol Kendall Fire Department Fire Prevention Bureau

103 East Beaver Street
Yorkville, IL 60560-1704

Tel: 630 553-6186

Fax: 630 553-1482



03/26/25

Krysti,

This is from the 2024 IFC,

403.10.6 - Lithium and Lithium metal Batteries- An approved fire safety and evacuation plan in accordance with section 404 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.

320.4.3.3 Fire Detection – 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.

If you have any questions or need further assistance, feel free to contact me.

Respectfully,

Michael Torrence
Battalion/Fire Marshal
Bristol Kendall Fire Protection District
630-768-3200
MT/1

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 Cardinal Proposed Data Center Campus and On-site Substations Development
Preliminary Comments on Potential Noise Transmission to the Community

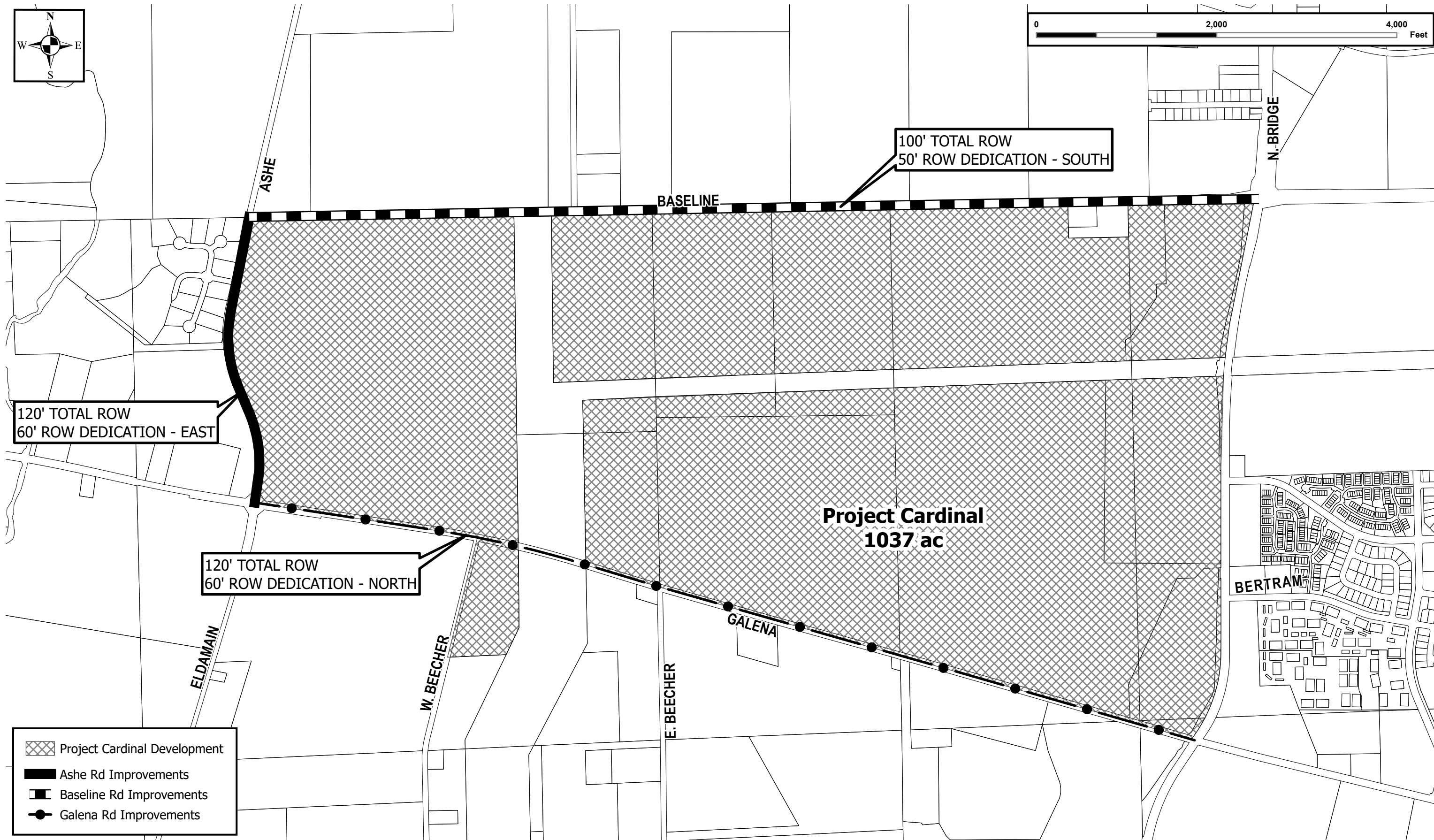
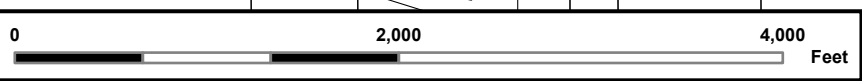
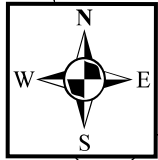
Per Soundscape Engineering's consulting services contract with the United City of Yorkville, we are providing the following preliminary comments regarding potential noise transmission from the proposed development of a data center campus with on-site substations to the surrounding community.

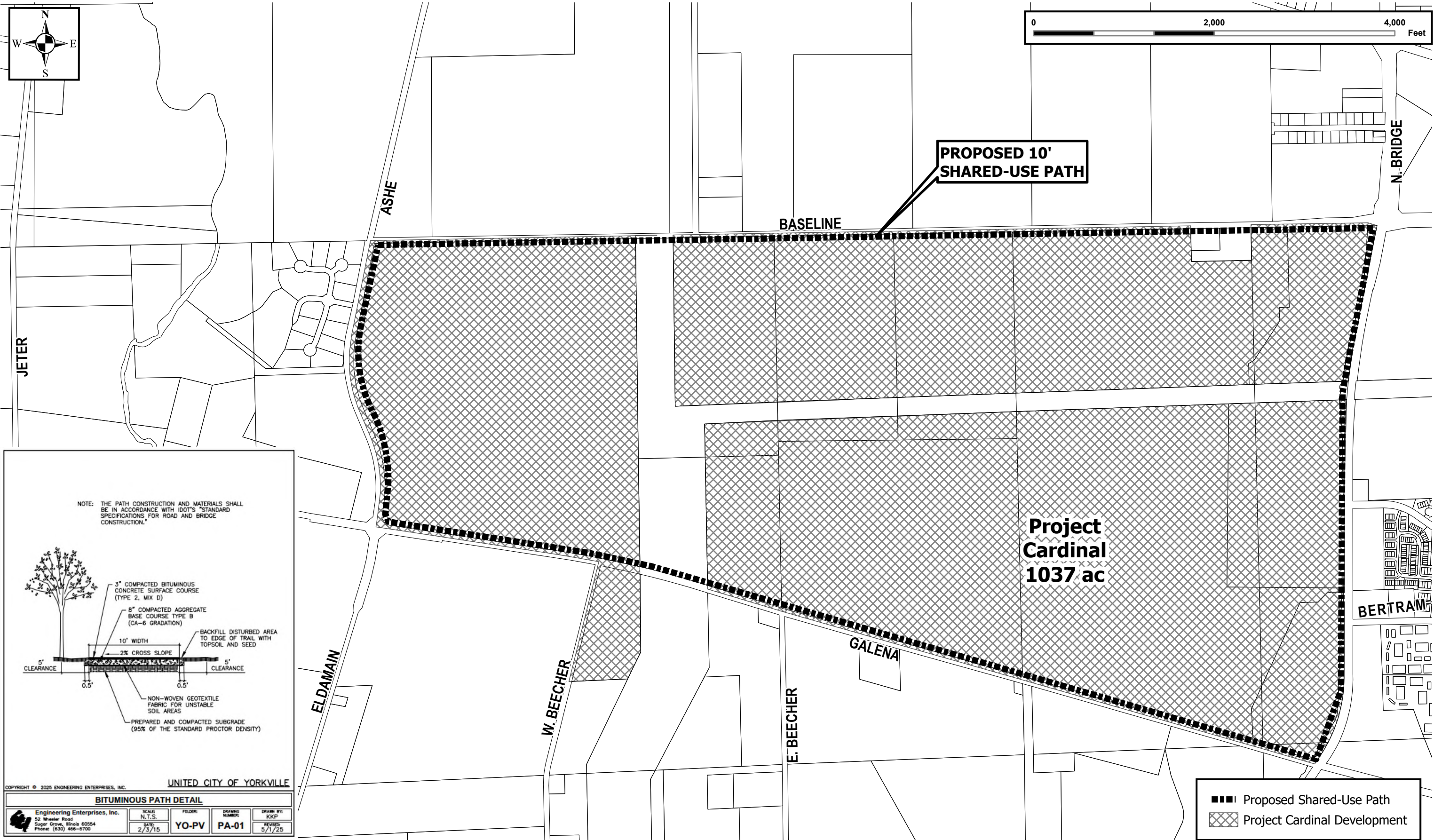
At this time, there is insufficient Project information available to allow calculation of noise transmission from the proposed Development to the surrounding community. However, based on our experience, review of the Preliminary PUD Plan dated 3/14/25, and the uses of the properties near the proposed 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 (Bristol Bay condos) located approximately 1300 ft east of the closest building on the proposed Project Cardinal Campus; 900 feet of this distance is a setback within the proposed project site. For properties at this distance, it may be difficult for the Data Center Campus to comply with the City's Noise Ordinance.
5. The closest residential land use within the City of Yorkville is 800 feet south of the proposed data center property line at 10346 Galena Road. With concerted effort, it might be possible for the Data Center Campus to comply with the City's Noise Ordinance. This location is of particular concern to us due to its proximity to the proposed development.

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.
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, Kane 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 North, South, and West of the proposed Data Center Campus on Baseline, Galena, and Ashe Roads.

****END OF MEMORANDUM****






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UNITED CITY OF YORKVILLE

BITUMINOUS PATH DETAIL



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52 Wheeler Road
Sugar Grove, Illinois 60554
Phone: (630) 466-6700

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N.T.S.

DATE:
2/3/15

FOLDER:
YO-PV

DRAWING NUMBER:
PA-01

DRAWN BY:
KKP

REVIEWED:
5/1/25



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

DATE:	MAY 2025
PROJECT NO.:	Y02451
PATH:	H:/GIS/PUBLIC/YORKVILLE/2024/
FILE:	Y02451_PROJECT CARDINAL ROADWAY EXHIBITS

PROJECT CARDINAL

EXHIBIT C
PROPOSED PATH LOCATIONS

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651 Prairie Pointe Drive
Yorkville, IL 60560

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Certificate of Publication:

Order Number: 7816015
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State of Illinois - Kendall

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This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the Aurora Beacon News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 5/23/2025, and the last publication of the notice was made in the newspaper dated and published on 5/23/2025.

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

PUBLICATION DATES: **May 23, 2025.**

Aurora Beacon News

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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?](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fink.edgepilot.com%2fs%2f90f88701%2fJ0i56l0OmEK1-rdMPdND0w%3fu%3dhttp%3a%2f%2fwww.yorkville.il.us%2f&c=E,1,yL9DHRPWxs76XqHTZd2w-13H_lhAaZwo5KEKXh5hRWBBCgsPHLIPlf6yLpUteCmrmD0VEc4IbbinIwxY2Y3X-VDpnX2WVragfVpYGNIUV6sk8Kb0KlJmNw,,&typo=1)

[a=https%3a%2f%2fink.edgepilot.com%2fs%2f90f88701%2fJ0i56l0OmEK1-](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fink.edgepilot.com%2fs%2f90f88701%2fJ0i56l0OmEK1-rdMPdND0w%3fu%3dhttp%3a%2f%2fwww.yorkville.il.us%2f&c=E,1,yL9DHRPWxs76XqHTZd2w-13H_lhAaZwo5KEKXh5hRWBBCgsPHLIPlf6yLpUteCmrmD0VEc4IbbinIwxY2Y3X-VDpnX2WVragfVpYGNIUV6sk8Kb0KlJmNw,,&typo=1)

[rdMPdND0w%3fu%3dhttp%3a%2f%2fwww.yorkville.il.us%2f&c=E,1,yL9DHRPWxs76XqHTZd2w-](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fink.edgepilot.com%2fs%2f90f88701%2fJ0i56l0OmEK1-rdMPdND0w%3fu%3dhttp%3a%2f%2fwww.yorkville.il.us%2f&c=E,1,yL9DHRPWxs76XqHTZd2w-13H_lhAaZwo5KEKXh5hRWBBCgsPHLIPlf6yLpUteCmrmD0VEc4IbbinIwxY2Y3X-VDpnX2WVragfVpYGNIUV6sk8Kb0KlJmNw,,&typo=1)

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

From: Elizabeth Fotopoulos

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

From: [Jori Behland](#)
To: [Bart Olson](#); [Krysti Barksdale-Noble](#)
Cc: [Erin Willrett](#); [John Burner](#); [Sara Mendez](#); [David Hansen](#)
Subject: FW: WRITTEN COMMENT-Cardinal Development
Date: Tuesday, July 8, 2025 2:18:08 PM

See below.

Jori Behland
City Clerk

651 Prairie Pointe • Yorkville, IL 60560

☎ 630-553-8567 (Direct)
☎ 630-553-4350 (City Hall)
✉ jbehland@yorkville.il.us
www.yorkville.il.us



From: Lawrence Wickter [REDACTED]
Sent: Monday, July 7, 2025 1:36 PM
To: Jori Behland <jbehland@yorkville.il.us>
Subject: WRITTEN COMMENT-Cardinal Development

To: City Council Meeting, July 8, 2025
Planning and Zoning Commission Meeting, July 9, 2025

From: Lawrence D. Wickter, Jr. and Deborah H. Wickter
[REDACTED]

Re: City Council Agenda: Planning and Zoning Commission Discussion Item #1
Planning and Zoning Committee Agenda: Public Hearings Item #1 and New
Business Item #1

We would like to express our objections to the proposed development and the related entitlement changes.

The development will result in loss of property value of our residence.

Contrary to assertions to the contrary by the developer/petitioner, a large commercial development of this nature on farmland in the immediate vicinity of our subdivision, will significantly impair the marketability (and, consequently, value) of all the homes in the subdivision. What was formerly a rural environment with all the associated appeal, becomes a sprawling commercial development with significant negative impacts on aesthetics, traffic, and noise (construction and operation). The appeal as a residential location is unalterably diminished; this is axiomatic.

The development is contrary to the designs of the 2016 Comprehensive Plan.

The Comprehensive Plan called for the Eldamain Road Corridor to be concentrated in "Estate/Conservation Residential". Now the Plan is being modified on an ex post facto basis to provide for commercial development along the entire Corridor. The entire "feel" of the west side of Yorkville is being dramatically altered in what appears to be an expedient shift towards maximizing tax revenues. Does the City budget require such a shift? The City does not appear to be undergoing the significant population growth that would require large new revenue sources or, consequently, a modification to the previous vision for a peaceful, rural environment for residential living. While the Comprehensive Plan is not binding on the City, it acts to influence decisions citizens make on whether to become part of this community. We would like the rural nature of our neighborhood to be preserved.

The development is speculative.

Data center development is one of the most compelling markets in commercial real estate presently. The number of proposals being presented to the City is certainly a testament to that notion. The risk of an oversupply condition developing in this product is no different than in any other development product that is "hot". While "staging" would appear to be an effective mitigant to overbuilding in this project, how would that staging be controlled or monitored by the City? If an oversupply of product interferes with full development of Cardinal, numerous complications will arise in the unwinding of the development and its redirection to other uses. Neighboring residents potentially will experience years of disruption until stability is restored to the living environment.

Thank you for your consideration.

--

Lawrence D. Wickter, Jr.
Deborah H. Wickter

[REDACTED]

[REDACTED]

[REDACTED]

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

Agenda Item Number

Planning and Zoning Commission #2

Tracking Number

PZC 2025-08 & EDC 2025-50

Agenda Item Summary Memo

Title: Project Cardinal – Pioneer (Data Center) – Discussion

Meeting and Date: City Council – July 22, 2025

Synopsis: Please see below for agenda item notes.

Council Action Previously Taken:

Date of Action: PZC – 7/9/25 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2025-08 & EDC 2025-50

Type of Vote Required: None

Council Action Requested: Informational

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

Agenda Item Notes:

No vote will take place on this agenda item at this meeting. Discussion may or may not occur,
depending on whether members of the City Council have questions or wish to discuss the
project. The developer is not expected to attend.

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php



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

Agenda Item Number

Planning and Zoning Commission #3

Tracking Number

PZC 2025-10 & EDC 2025-52

Agenda Item Summary Memo

Title: Heartland Meadows West – Final Plat of Subdivision

Meeting and Date: City Council – July 22, 2025

Synopsis: Proposed Plat of Subdivision of Heartland Meadows West Subdivision

Council Action Previously Taken:

Date of Action: PZC – 7/9/25 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2025-10 & EDC 2025-52

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, Senior Planner
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
David Hansen, Senior Planner
Date: July 15, 2025
Subject: **PZC 2025-10 Heartland Meadows West
Final Plat of Subdivision Approval**

UPDATE:

The petitioner has submitted an updated Final Plat in response to comments provided by the City's engineering consultant, Engineering Enterprises Inc., dated June 4, 2025, and June 9, 2025. The revised submittal addresses the minor technical revisions requested by the City Engineer. In a review letter dated July 14, 2025, the City Engineer confirmed that the revised plat is acceptable and complies with the current subdivision control regulations. The updated plans will be incorporated into the draft ordinance.

PROPOSED REQUEST:

The petitioner, Greg Marker, on behalf of Marker, Inc., and Heartland Meadows West, LLC, contract purchaser, with the United City of Yorkville as the property owner, is requesting Final Plat approval for an approximately 8.3-acre site. The proposed development consists of 20 single-family residential lots intended for an active adult community, along with 4 commercial outlots. The property is zoned R-2 Single-Family Traditional Residence District and B-3 General Business District and is located on Blackberry Shore Lane between Northland Lane and Cannonball Trail.

This proposed development reflects the approved amendment to the Kendall Marketplace Planned Unit Development (PUD) Agreement, including the preliminary subdivision plat and final PUD plan, which were approved in January 2025.



HEARTLAND MEADOWS WEST

United City of Yorkville, Illinois
Date: May 20, 2025
Data: Kendall County



PLANNING & ZONING ACTION:

In consideration of the proposed Final Plat of Subdivision of Heartland Meadows West, the Planning and Zoning Commission recommends approval of the plats to the City Council as presented by the

Petitioner in plans prepared by Tebrugge Engineering dated last revised 06/30/25, subject to review comments provided by the City's engineering consultant, EEI, Inc., dated June 4, 2025 and June 9, 2025

Action Item:

Linnane – aye, Green – aye, Crouch – aye, Vinyard – aye, Forristall

5 ayes; 0 nays

ATTACHMENTS:

1. Draft Ordinance
2. PZC Memo dated July 2, 2025
3. Copy of Petitioner's Application
4. Final Plat of Subdivision prepared by Tebrugge Engineering dated 06.30.25
5. EEI Letter dated 06.04.25
6. EEI Letter dated 06.09.25
7. EEI Letter dated 07.14.25

STATE OF ILLINIS)
) ss.
COUNTY OF KENDALL)

Ordinance No. 2025-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE FINAL PLAT OF SUBDIVISIONS FOR *HEARTLAND MEADOWS WEST*

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, Marker, Inc., an Illinois corporation (the “Petitioner”) has filed an application and petition for approval of the Final Plat of Subdivision for Heartland Meadows West development, generally located on Blackberry Shore Lane between Northland Lane and Cannonball Trail, for a total of 20 single-family residential lots intended for an active adult community, and 4 commercial lots on approximately 8.3 acres; and

WHEREAS, the Planning and Zoning Commission convened and held a meeting on July 9, 2025, to consider the Final Plat of Subdivision for Heartland Meadows West; and

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Chapter 7 of Title 10 Subdivision Standards and Chapter 8 Section 8 of Title 10 Subdivision Procedures of the Yorkville Unified Development Ordinance and made a recommendation to the Mayor and City Council (the “Corporate Authorities”) for approval of the Final Plat of Subdivision for Heartland Meadows West subject to the review comments provided by the City Engineer, EEI, Inc. dated June 4, 2025, June 9, 2025, and July 14, 2025; and

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

Section 1. The above recitals are incorporated herein and made a part of this Ordinance.

Section 2. That the Corporate Authorities hereby approve the Final Plat of Subdivision for Heartland Meadows West as prepared by Tebrugge Engineering, dated June 30, 2025 and attached hereto as *Exhibit A*, and authorize the Mayor, City Clerk, City Administrator and City Engineer to execute said Plat, subject to the review comments provided in letters from City Engineer, EEI, Inc., dated June 4, 2025, June 9, 2025, July 14, 2025, attached hereto and made a part hereof as *Exhibit B*.

Section 3. That the City Clerk is hereby authorized pursuant to Section 10-8-6-C-7.e of the Yorkville Unified Development Ordinance to file a copy of this ordinance and the Final Plat of Subdivision for Heartland Meadows West with the Kendall County Recorder of Deeds.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

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 _____

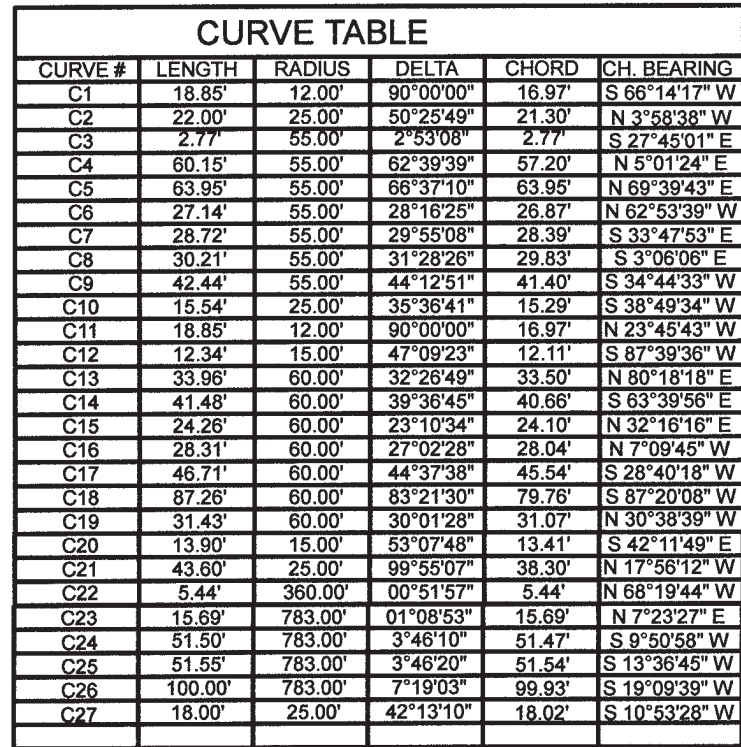
APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2025.

MAYOR

Attest:

CITY CLERK

LOT 22 IN KENDALL MARKETPLACE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 19, THE SOUTH HALF OF SECTION 20, AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS



AREA TABLE	
LOT	SQ. FT.
1	6449.2
2	6301.5
3	5688.0
4	5460.0
5	7630.0
6	65,81.0
7	7772.4
8	9220.2
9	7529.2
10	6840.3
11	5269.1
12	6095.0
13	8301.1
14	9114.4
15	8913.0
16	7973.0
17	6500.0
18	7551.0
19	7899.7
20	6994.4
21	39071.8
22	31725.6
23	31916.0
24	44976.0

LINE #	LENGTH	BEARING
L1	5.17'	S 53°38'44" E
L2	20.00'	N 06°31'42" E
L3	20.00'	N 46°08'27" E
L4	26.39'	N 30°23'35" E
L5	28.51'	N 66°24'46" E
L6	11.50'	N 66°24'46" E

STATE OF ILLINOIS)
COUNTY OF KANE)

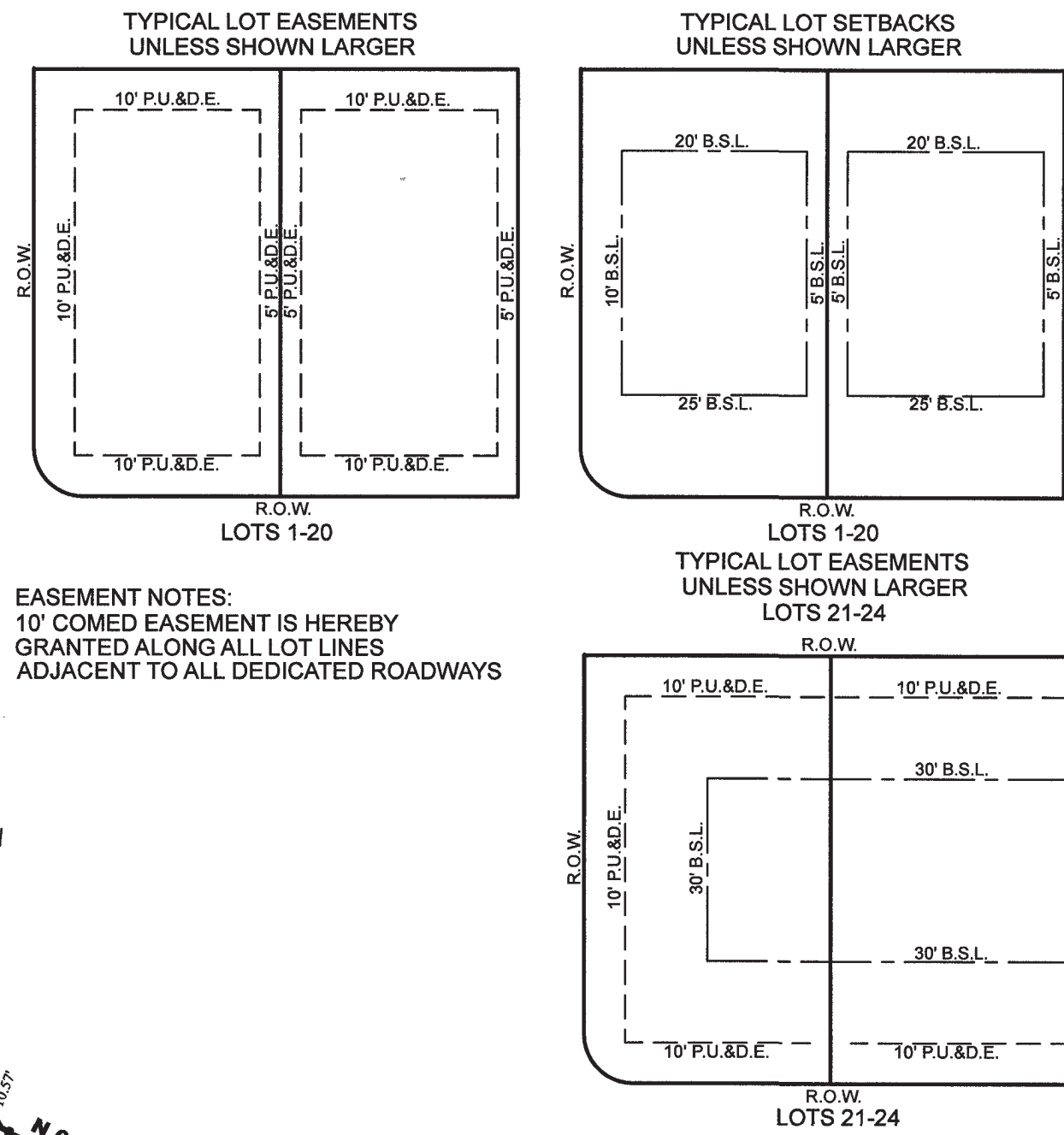
I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED IN ACCORDANCE WITH THE PLAT ACT AND THE ILLINOIS ADMINISTRATIVE CODE, SECTION 1270.56 MINIMUM STANDARDS OF PRACTICE. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT ALL SUBDIVISION MONUMENTS WILL BE SET, AND I HAVE DESCRIBED THEM ON THIS FINAL PLAT AS REQUIRED BY THE PLAT ACT (765 ILCS 205). THE EXTERIOR SUBDIVISION MONUMENTS HAVE BEEN SET AND INTERIOR MONUMENTS WILL BE SET WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT (SECTION 1270-56 OF THE ILLINOIS PROFESSIONAL LAND SURVEYOR ACT OF 1989)

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 35-003908
License Expires 11-30-2026.

- o 1"x24" IRON PIPES SET AT LOT CORNERS
- CONCRETE MONUMENTS SET AS NOTED



REVISED 6-30-2025: PER EEI REVIEW DATED JUNE 4, 2025
REVISED 5-21-2025: PER EEI REVIEW DATED MAY 12, 2025
REVISED 4-22-2025: TEBRUGGE REVIEW 4-22-2025
REVISED 4-21-2025: PER EEI REVIEW DATED MARCH 19, 2025
REVISED 2-20-2025: ADDED EASEMENTS
REVISED 2-10-2025: LOT 15-22 DIMENSIONS
REVISED 1-31-2025: PER CITY REVIEW

D.F.L.S.
DALE FLOYD LAND SURVEYING L.L.C.
 2600 KESLINGER ROAD SUITE A
 GENEVA, ILLINOIS 60134
 PHONE: 630-232-7705 FAX: 630-232-7725
 E-MAIL: DFLS @SBCGLOBAL.NET

PRELIMINARY PLAT OF SUBDIVISION OF
HEARTLAND MEADOWS WEST

OWNERSHIP CERTIFICATE
(corporation)

STATE OF ILLINOIS)) ss
COUNTY OF GENEVA)

THIS IS TO CERTIFY THAT MARKER, INC., AN ILLINOIS CORPORATION, IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

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

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

DATED AT YORKVILLE, ILLINOIS, THIS ____ DAY OF _____, 20__.

MARKER, INC.
808 E. VETERAN'S PARKWAY, SUITE 1D
YORKVILLE, IL 60560
630-553-3322

NAME

TITLE

PRINTED NAME

NOTARY CERTIFICATE

STATE OF ILLINOIS)) ss
COUNTY OF KENDALL)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT GREG MARKER PERSONALLY KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY OF MARKER, INC., AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, 2025

NOTARY PUBLIC

CITY PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)) ss
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE PLANNING AND ZONING COMMISSION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS ____ DAY OF _____, 2025

CHAIRMAN

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)) ss
COUNTY OF KENDALL)

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD

IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON THIS ____

DAY OF _____, 2025, AT _____ O'CLOCK ____ M.

KENDALL COUNTY RECORDER

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)) ss
COUNTY OF KENDALL)

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

DATED AT YORKVILLE, ILLINOIS THIS ____ DAY OF _____, 2025.

CITY ENGINEER

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)) ss
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE

UNITED CITY OF YORKVILLE, ILLINOIS, THIS ____ DAY OF _____, 2025

MAYOR

CITY ADMINISTRATOR'S CERTIFICATE

STATE OF ILLINOIS)) ss
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE

UNITED CITY OF YORKVILLE, ILLINOIS, THIS ____ DAY OF _____, 2025

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)) ss
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE

UNITED CITY OF YORKVILLE, ILLINOIS, BY ORDINANCE No. _____

AT A MEETING HELD THIS ____ DAY OF _____, 2025

CITY CLERK

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)) ss
COUNTY OF KENDALL)

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

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE,

ILLINOIS, THIS ____ DAY OF _____, 2025

COUNTY CLERK

CITY UTILITY EASEMENTS

THE UNITED CITY OF YORKVILLE, IT'S SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "CITY UTILITY EASEMENT OR C.U.E." TOGETHER WITH A RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES. SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER MAIN, SANITARY SEWER OR STORM DRAINAGE SYSTEMS OF THE UNITED CITY OF YORKVILLE, EXCEPT THAT THE EASEMENTS MAY BE GRADED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

CROSS ACCESS EASEMENT

A CROSS ACCESS EASEMENT IS HEREBY RESERVED FOR THE BENEFIT OF FUTURE OWNERS OF LOTS 21-24, AND THEIR FUTURE ASSIGNS, FOR INGRESS AND EGRESS TO BLACKBERRY SHORE ROAD OVER PAVED AREA OF LOTS 21-24.

PUBLIC UTILITY AND DRAINAGE EASEMENT

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO SBC AMERITECH, NICOR, COM ED, JONES INTERCABLE, OTHER PUBLIC UTILITIES, AND HOLDERS OF EXISTING FRANCHISES GRANTED BY THE CITY OF YORKVILLE, ILLINOIS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT" (P.U. & D.E.) TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES UNDER THE SURFACE OF THE "PUBLIC UTILITY & DRAINAGE EASEMENT", INCLUDING WITHOUT LIMITATION TO TELEPHONE CABLE, GAS MAINS, ELECTRIC LINES, CABLE TELEVISION LINES, AND ALL NECESSARY FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON.

A NON-EXCLUSIVE EASEMENT IS ALSO HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE, ILLINOIS TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE AND INSPECT FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, STORM SEWERS, SANITARY SEWERS AND ELECTRICITY, WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT", TOGETHER WITH A RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES.

THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THEIR UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO, NO PERMANENT BUILDINGS, STRUCTURES, OR OBSTRUCTIONS SHALL BE CONSTRUCTED IN, UPON, OR OVER ANY AREAS DESIGNATED AS "PUBLIC UTILITY & DRAINAGE EASEMENT", BUT SUCH AREAS MAY BE USED FOR GARDENS, SHRUBS, TREES, LANDSCAPING, DRIVEWAYS, AND OTHER RELATED PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE USES HEREIN DESCRIBED.

THE OCCUPATION AND USE OF THE NON-EXCLUSIVE EASEMENT HEREIN GRANTED AND RESERVED FOR THE ABOVE NAMED ENTITIES BY EACH OF SUCH ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH OR PRECLUDE THE OCCUPATION AND USE THEREOF BY OTHER ENTITIES FOR WHICH SUCH EASEMENTS ARE GRANTED AND RESERVED. THE CROSSING AND RECROSSING OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH, DAMAGE, OR DISTURB ANY TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO EXISTING WITHIN THE EASEMENTS BEING CROSSED OR RECROSSED. NO USE OR OCCUPATION OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL CAUSE ANY CHANGE IN GRADE OR IMPAIR OR CHANGE THE SURFACE DRAINAGE PATTERNS.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

June 4, 2025

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

**Re: Heartland Meadows West
Final Engineering Submittal – 4th Submittal
United City of Yorkville**

Dear Krysti:

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

- Final Engineering Plans (23 sheets) dated May 20, 2025, and prepared by Tebrugge Engineering
- Final Plat of Subdivision (2 sheets) dated May 21, 2025, and prepared by Dale Floyd Land Surveying
- Engineering Estimate of Costs (2 sheets) dated May 21, 2025, and prepared by Tebrugge Engineering
- Stormwater Permit Application

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

General

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies.
 - IEPA NPDES General Construction Permit may be required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction. - *submitted*
 - IEPA Water Main Permit
 - IEPA Sanitary Sewer Permit
 - Yorkville Bristol Sanitary District (YBSD) approval is needed for the connection of the proposed sanitary lines to the existing sanitary sewer.
 - City of Yorkville Stormwater Management Permit – *submitted and recommended for approval*
2. A photometric plan should be submitted when available.
3. A performance guarantee in the amount of \$1,263,454.20 (120% x \$1,052,878.50) is to be on file with the City prior to the issuance of a building permit.

4. Prior to the start of construction, the following items need to be addressed:
- A preconstruction meeting with City staff needs to be held.
 - A construction guarantee equal to 120% of the public improvements and erosion control costs needs to be on file with the City.

Final Engineering Plans

Sheet 11 – Utility Plans

5. Direct piped sump pump connections will be required for any lots with basements, based on the soil boring information provided. Most of the lots do not meet the requirements noted in the City standard specifications, summarized as follows:
- a. Soil borings are obtained at regular intervals (300'-400' grid).
 - i. This criterion was satisfied.
 - b. Soil borings shall extend at least 20' below existing grade. Boring logs indicate that the borings performed as part of this project extended to a depth of only 15'.
 - i. **This criterion is not satisfied.**
 - c. Boring logs demonstrate the presence of granular soils.
 - i. **This criterion was not satisfied.**
 - ii. Borings 1-6 and 9-11 show 12"-15" of topsoil with underlying 3'-6' of silty/sandy clay and some sand, gravel and silty/clayey silt
 - iii. Native stiff to hard silty clay soils were found directly below the fill layer in borings 2, 5 and 11. The clay soils extended 5'-11' below grade
 - iv. Medium dense silty/clayey sand as well as stiff to hard silty/sandy clays predominated in the borings.
 - d. Boring logs show groundwater elevations at least 5' below basement floor elevations.
 - i. **This criterion was not satisfied.**
 - ii. Per TSC's narrative, "Free water was encountered while drilling.... at depths ranging from 9 to 14 feet below existing grade".
 - iii. A special note was given for Boring 1 indicating that groundwater was present at a shallow depth and developer should "consider not utilizing basements..." for Lots 1 & 2.
 - iv. TSC noted that "further evaluation of groundwater levels over time could be beneficial to evaluate where to set basement floor elevations at this (Lots 1&2) and other lots at the project site".
 - v. TSC also noted that "borings were drilled in the fall after several months of relatively dry weather. During wetter seasons it is possible that groundwater levels may rise above what was observed in the borings".
 - vi. Finally, TSC noted that "during wet times of the year, the granular and intermediate deposits may have relatively high seepage rates causing the automatic pumping system (sump pumps) to run continuously.

Landscape Plan

6. The tree replacement plan has been approved by the City's landscape consultant.
7. An updated landscape review letter will be forthcoming.

Stormwater Permit Application

8. The stormwater permit application has been reviewed and is recommended for approval.

Fire Plan (from previous letter)

9. The fire truck runs off the road at the entrance. Revise to show that the truck can make the turn.

Final Plat of Subdivision

10. Change all P.U.E. to P.U.&D.E. to match the City standards and provisions.
11. Change the typical rear yard easements from 5 feet to 10 feet.
12. Revise the 3.5' dimension on Lot 21 to read 3.50'.
13. The bearing and distance text for the easement on Lot 16 is too small.
14. Add the missing lines for the Nicor easement on Lots 18 and 19.
15. The external boundary does not close. Revise the bearing for L4.
16. Remove the repeating language in the surveyor's certificate.

The plans should be revised and resubmitted for review. 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)
Building Department (via email) Bzpermits@yorkville.il.us
Ms. Jori Behland, City Clerk (via email)
Mr. Greg Marker, Marker, Inc. (via email)
Mr. Dan Kramer (via email)
Mr. John Tebrugge, Tebrugge Engineering (via email)
TNP, PGW2, EEI (via e-mail)



ENGINEERING ENTERPRISES, INC.

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June 9, 2025

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

**Re: Heartland Meadows West
Final Engineering Submittal – 4th Submittal, Landscape Only
United City of Yorkville**

Dear Krysti:

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

- HWM Landscape Plan (1 sheet) dated April 7, 2025, and prepared by Tebrugge Engineering

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:

The tree replacement plan has been approved by the City's landscape consultant. Please see the attached letter from the City's landscape consultant for additional information.

The plans should be revised and resubmitted for review. 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)
Building Department (via email) Bzpermits@yorkville.il.us
Ms. Jori Behland, City Clerk (via email)
Mr. Greg Marker, Marker, Inc. (via email)
Mr. Dan Kramer (via email)
Mr. John Tebrugge, Tebrugge Engineering (via email)
TNP, PGW2, EEI (via e-mail)

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Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

8755 W. HIGGINS ROAD, SUITE 853

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FAX (773) 693-9200

June 6, 2025

Pamela Whitfield, PE, CFM
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Project No.: 21-0275 AM

Re: Landscape Plan Review
Heartland Meadows West

Dear Pamela:

We have completed our third landscape plan review of the proposed Heartland Meadows West development located northwest of Blackberry Shore Lane and Cannonball Trail in Yorkville.

Landscape Plan – CONDITIONALLY RECOMMENDED FOR APPROVAL

For reasons described below, this landscape plan for lots 1-20 is recommended for approval at this time. Lots 21-24 are not included in this approval and shall require future landscape plan submittal(s) for review and approval prior to their development.

REVIEW COMMENTS

If there are any changes to the proposed project, additional comments may be provided. Please note that the requirements of each section are in addition to the requirements of all other sections of the ordinance (i.e., trees and other plant materials cannot be "double counted" to meet multiple requirements).

The petitioner's previous comment response letter states, "This is a PUD submittal and Landscape requirements have not yet been determined." It is our understanding from City Staff that Ordinance No. 2025-05 includes some specific landscape requirements and granted some relief; if there isn't any specific condition or relief granted, then the UDO regulations shall apply.

Building Foundation Landscape Zone

Landscaping previously shown along building foundations on lots 21-24 has been removed from the plans. No relief from building foundation landscape requirements was identified in Ordinance No. 2025-05. Per correspondence between the City and petitioner, and subsequent direction from the City, we understand that landscape plans must be submitted for review prior to the development of those lots.

Parking Area Perimeter Landscape Zone

Landscaping previously shown along the perimeter of parking areas on lots 21-24 has been removed from the plans. No relief from parking area perimeter landscape requirements was identified in Ordinance No. 2025-05. Per correspondence between the City and petitioner, and subsequent direction from the City, we understand that landscape plans must be submitted for review prior to the development of those lots.

Parking Area Interior Landscape Zone

Landscaping previously shown in parking areas on lots 21-24 has been removed from the plans. No relief from parking area interior landscape requirements was identified in Ordinance No. 2025-05. Per correspondence between the City and petitioner, and subsequent direction from the City, we understand that landscape plans must be submitted for review prior to the development of those lots.

Transition Zone

Per Ordinance No. 2025-05, a Type C Transition Zone is required at the rear of the double frontage commercial lots 21-24 along the primary cul-de-sac between the commercial and residential land uses but is not provided. Per correspondence between the City and petitioner, and subsequent direction from the City, we understand that landscape plans must be submitted for review prior to the development of those lots.

Species Diversity Requirements

Compliance with species diversity requirements is considered met for lots 1-20. Per correspondence between the City and petitioner, and subsequent direction from the City, we understand that landscape plans must be submitted for review prior to the development of those lots.

Tree Preservation and Removal

Per correspondence between the City and petitioner, and subsequent direction from the City, we understand that landscape plans must be submitted for review prior to the development of those lots. Said landscape plans must include replacement trees or fee-in-lieu for replacement trees will be required.

Street Trees

Previous comments addressed.

Wetlands

A review of Google Earth and Google Streetview imagery suggests there are no wetlands on the subject property.

SUMMARY

This review was based upon the following documents, pursuant to relevant landscape requirements of the City's Unified Development Ordinance and Wetland Regulations.

- Landscape Plan, 1 sheet, prepared by Tebrugge Engineering, dated February 17, 2025
- Ordinance No. 2025-05 Approving an Amendment to a Planned Unit Development for Kendall Marketplace, 10 pages, prepared by the United City of Yorkville, dated January 14, 2025
- Landscape Plan exhibit, 1 sheet, no author given, not dated; provided via email dated April 11, 2025, from Greg Marker of Marker, Inc. to Krysti Barksdale-Noble of the City of Yorkville

Let us know if there are any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Pollowy". The signature is written in a cursive, flowing style.

Tim Pollowy, RLA
Senior Landscape Architect



ENGINEERING ENTERPRISES, INC.

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July 14, 2025

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

**Re: Heartland Meadows West
Final Engineering Submittal – 5th Submittal, Plat Only
United City of Yorkville**

Dear Krysti:

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

- Final Plat of Subdivision (2 sheets) dated June 30, 2025, and prepared by Dale Floyd Land Surveying

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:

The Final Plat of Subdivision has been reviewed and is found to be acceptable.

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)
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Ms. Jori Behland, City Clerk (via email)
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Mr. Dan Kramer (via email)
Mr. John Tebrugge, Tebrugge Engineering (via email)
TNP, PGW2, EEI (via e-mail)

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Memorandum

To: Planning and Zoning Commission
From: Sara Mendez, Senior Planner
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
David Hansen, Senior Planner
Date: July 2, 2025
Subject: **PZC 2025-10 Heartland Meadows West
Final Plat of Subdivision Approval**

PROPOSED REQUEST:

The petitioner, Greg Marker, on behalf of Marker, Inc., and Heartland Meadows West, LLC, contract purchaser, with the United City of Yorkville as the property owner, is requesting Final Plat approval for an approximately 8.3-acre site. The proposed development consists of 20 single-family residential lots intended for an active adult community, along with 4 commercial outlots. The property is zoned R-2 Single-Family Traditional Residence District and B-3 General Business District and is located on Blackberry Shore Lane between Northland Lane and Cannonball Trail.

This proposed development reflects the approved amendment to the Kendall Marketplace Planned Unit Development (PUD) Agreement, including the preliminary subdivision plat and final PUD plan, which were approved in January 2025.



HEARTLAND MEADOWS WEST

United City of Yorkville, Illinois
Date: May 20, 2025
Data: Kendall County



PROPOSED FINAL PLAT OF SUBDIVISION:

An image of the proposed final plat is provided below to illustrate how it complies with conditions of approval and exhibits provided in the agreement:

[illegible]

The preliminary subdivision plan and final Planned Unit Development (PUD) agreement require a 15-foot corner side yard building setback for Residential Lot 2 along the western boundary, which is confirmed in the proposed final plat and the image above.

D. Cross Access Easement

The preliminary subdivision plan and final Planned Unit Development (PUD) agreement requires a cross-access easement for the four (4) commercial lots, which is confirmed on page 2 of the proposed final plat with the following language below.

CROSS ACCESS EASEMENT

A CROSS ACCESS EASEMENT IS HEREBY RESERVED FOR THE BENEFIT OF FUTURE OWNERS OF LOTS 21-24, AND THEIR FUTURE ASSIGNS, FOR INGRESS AND EGRESS TO BLACKBERRY SHORE ROAD OVER PAVED AREA OF LOTS 21-24.

E. Conditions Verified at Building Permit Stage

Certain conditions of approval are not required to be shown on the final plat, as they will be reviewed at the time of building permit submittal. These include:

1. EV Charging Infrastructure Requirement for Commercial Lots
2. Off-Street Loading for Commercial Lots

F. Conditions Verified at Landscape Review

Certain conditions of approval are not required to be shown on the final plat, as they will be reviewed at the time of landscape review. These include:

1. Transition Yard Between Commercial and Residential Lots
2. Canopy Tree Planting Requirements

The proposed Final Plat has been reviewed by the City's engineering consultant, Engineering Enterprises Inc., for compliance with the Subdivision Control Ordinance's Standards for Specification. Comments dated June 4, 2025 and June 9, 2025 were provided to the applicant (see attached). The minor revisions requested by the City Engineer will be addressed by the applicant prior to the City Council meeting and reviewed for compliance prior to final plat recordation.

STAFF COMMENTS:

Upon recordation and approval of the final plat, staff will proceed with establishing the dormant Special Service Area (SSA) to ensure that, in the event the HOA fails to maintain the common areas, the City may activate the SSA to fund necessary maintenance and improvements.

Based upon the review of the proposed Final Plat of Subdivision of Heartland Meadows West staff believes the submitted plans are consistent with the approved development site plan and the current subdivision control regulations.

PROPOSED MOTION:

In consideration of the proposed Final Plat of Subdivision of Heartland Meadows West, the Planning and Zoning Commission recommends approval of the plats to the City Council as presented by the Petitioner in plans prepared by Tebrugge Engineering dated last revised 05/22/25, subject to review comments provided by the City's engineering consultant, EEI, Inc., dated June 4, 2025 and June 9,

2025 and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

ATTACHMENTS:

1. Copy of Petitioner's Application
2. Final Plat of Subdivision prepared by Tebrugge Engineering dated 05.22.25
3. EEI Letter dated 06.04.25
4. EEI Letter dated 06.09.25



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 FINAL PLAT/REPLAT

INTENT AND PURPOSE

The purpose of this application is to allow land to be divided and distributed in a way that conforms to the City of Yorkville's standards. The process for applying for a final plat or replat allows for the review of a proposed layout of divided lots and establishes standard design specification to ensure adequate roadways for safe and efficient traffic circulation is provided; safeguard against flood damage; promotes access and availability of utilities; and requires the provision of other necessary public improvements.

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

For a complete explanation of what is legally required throughout the Final Plat process, please refer to "Title 10, Chapter 8, Section 6: Subdivision Procedures" of the Yorkville, Illinois Unified Development Ordinance.

APPLICATION PROCEDURE

STEP

1

APPLICATION SUBMITTAL

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

The following must be submitted:

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

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

The petitioner is responsible for payment of recording fees and outside consultant costs (i.e. legal review, engineering review, etc.). The petitioner will be required to establish a deposit account with the City to cover these fees.

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

STEP

2

PLAN COUNCIL

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

This step is dependent on the complexity of the request and may be skipped at the discretion of staff.

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



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 FINAL PLAT/REPLAT

STEP

3

ECONOMIC DEVELOPMENT COMMITTEE

MEETS ON THE 1ST TUESDAY OF THE MONTH

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

STEP

4

PLANNING & ZONING COMMISSION

MEETS ON THE 2ND WEDNESDAY OF THE MONTH

The petitioner will attend and present their plat to the Planning and Zoning Commission. The Planning and Zoning Commission will discuss the request and make a recommendation to City Council.

STEP

5

CITY COUNCIL

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

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

SAMPLE MEETING SCHEDULE

MONTH 1

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

Plan Council Meeting

MONTH 2

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

Economic Development
Committee

MONTH 3

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

Planning & Zoning Commission

MONTH 4

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

City Council

Meeting Date

Updated Materials Submitted for Meeting

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



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

APPLICATION FOR FINAL PLAT/REPLAT

DORMANT APPLICATIONS

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

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

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

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011 and Section 10-8-2: General Application Requirements)

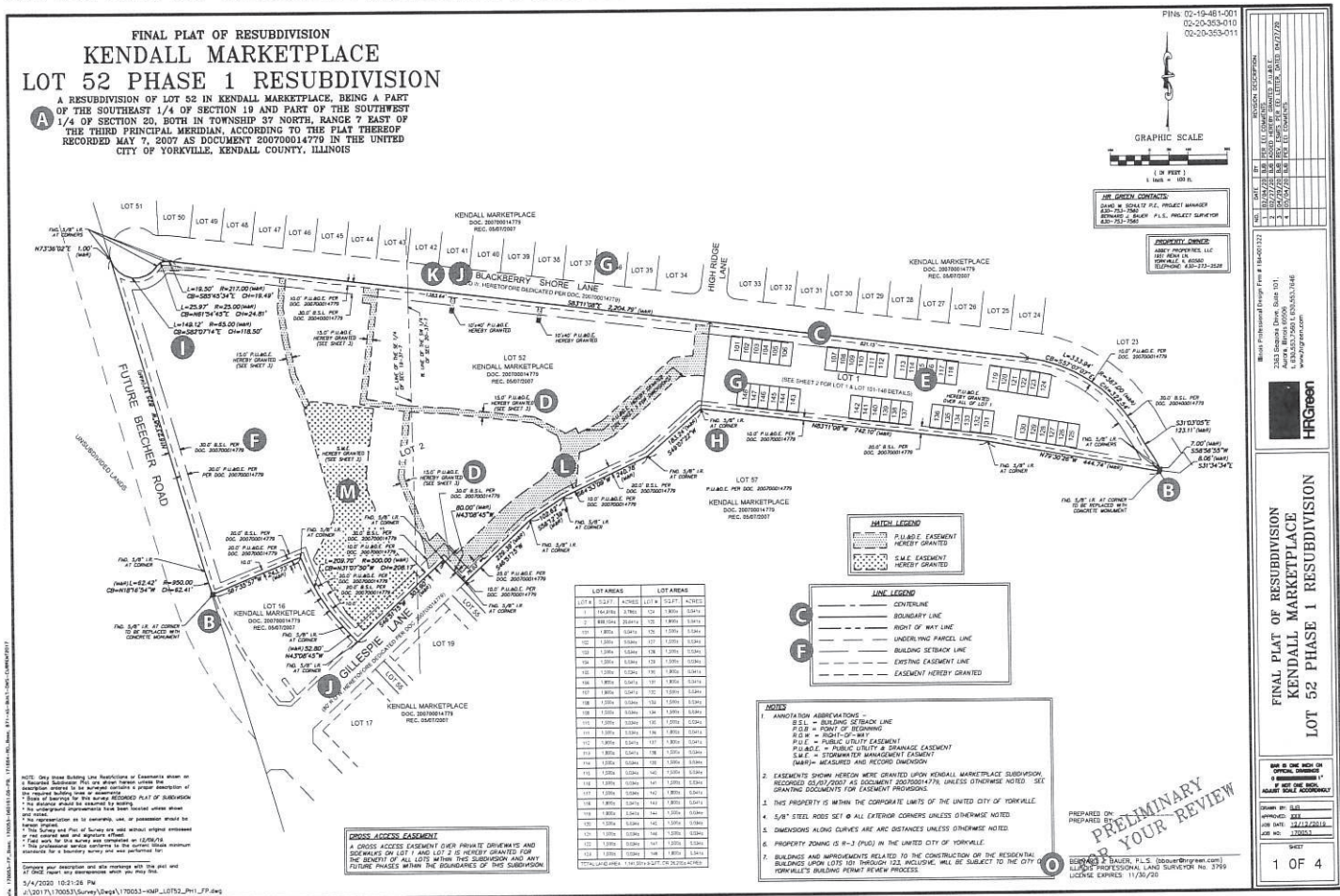


APPLICATION FOR FINAL PLAT/REPLAT

The following information must be shown on all final plats and final plats of resubdivision:

- | | | |
|----------------------------------|--|--|
| A Legal Description | G Consecutive Numbering & Lettering | M Watercourses and Drainage |
| B Monuments | H Lot Angles | N Access to Lake or Streams (not shown) |
| C Exterior Boundary Lines | I Circular Curves | O Survey/Survey Monuments |
| D Widths | J Street Names | P Certificates of Approval (not shown) |
| E Lot Lines | K Abutment | |
| F Setback Lines | L Dedicated Lands | |

FINAL PLAT OF RESUBDIVISION EXAMPLE





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 FINAL PLAT/REPLAT

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input checked="" type="checkbox"/> Plat <input checked="" type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$ 1,000.00
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres <i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i> _____ - 5 = _____ x \$10 = _____ + \$200 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
ZONING VARIANCE	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
PRELIMINARY PLAN FEE	<input type="checkbox"/> \$500.00		Total: \$
PUD FEE	<input type="checkbox"/> \$500.00		Total: \$
FINAL PLAT FEE	<input checked="" type="checkbox"/> \$500.00		Total: \$ 500.00
ENGINEERING PLAN REVIEW DEPOSIT	<input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$
OUTSIDE CONSULTANTS DEPOSIT	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use: <input type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input type="checkbox"/> Over 10 acres		Total: \$
TOTAL AMOUNT DUE:			\$1,500.00

[illegible]

Heartland Meadows West Subdivision

Proposed Lot Areas and Dimensions

<u>Lot Number</u>	<u>Lot Dimensions (W x L, in feet)</u>	<u>Lot Area (in square feet)</u>
1		6,449.2
2		6,301.5
3	irregular lots - see final plat	5,668.0
4		5,460.0
5		7,630.0
6		6,581.0
7		7,772.4
8		9,220.2
9		7,529.2
10		6,640.3
11		6,269.1
12		6,090.0
13		8,301.7
14		9,114.4
15		8,913.0
16		7,973.0
17		6,500.0
18		7,551.0
19		7,899.7
20		6,994.4
21		39,071.8
22		31,725.6
23		31,916.0
24		44,976.0



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 FINAL PLAT/REPLAT

ATTORNEY INFORMATION

NAME: Daniel Kramer COMPANY: Law Offices of Daniel J. Kramer
MAILING ADDRESS: 1107 S. Bridge Street, Suite A
CITY, STATE, ZIP: Yorkville, IL 60560 TELEPHONE: 630-553-9500
EMAIL: dkramer@dankramerlaw.com FAX: 630-553-5764

ENGINEER INFORMATION

NAME: John Tebrugge COMPANY: Tebrugge Engineering
MAILING ADDRESS: 410 E Church St., Suite A
CITY, STATE, ZIP: Sandwich, IL 60548 TELEPHONE: 815-786-0195
EMAIL: info@tebruggeengineering.com FAX:

LAND PLANNER/SURVEYOR INFORMATION

NAME: Tom Sieck COMPANY: Dale Floyd Land Surveying LLC
MAILING ADDRESS: 2600 Kessler Road, Suite A
CITY, STATE, ZIP: Geneva, IL 60134 TELEPHONE: 630-232-7705
EMAIL: dfls@sbcglobal.net FAX: 630-232-7725

ATTACHMENTS

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

AGREEMENT

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

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

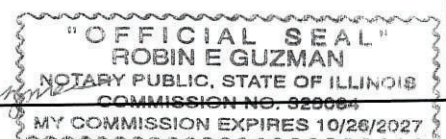
PETITIONER SIGNATURE

Richard Marker

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

OWNER SIGNATURE

**THIS APPLICATION MUST BE NOTARIZED
PLEASE NOTARIZE HERE:** 5/12/25





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

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NAME:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 721 Blackberry Shore Lane
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PETITIONER DEPOSIT ACCOUNT FUND:

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

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

NAME: Richard Marker

COMPANY: Marker, Inc.

MAILING ADDRESS: 608 E Veteran's Pkwy. Suite 1D

CITY, STATE, ZIP: Yorkville, IL 60560

TELEPHONE: 630-553-3322

EMAIL: gjmarker@markerinc.com

FAX:

FINANCIALLY RESPONSIBLE PARTY:

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

Richard Marker

President

PRINT NAME

TITLE

5/12/2025

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

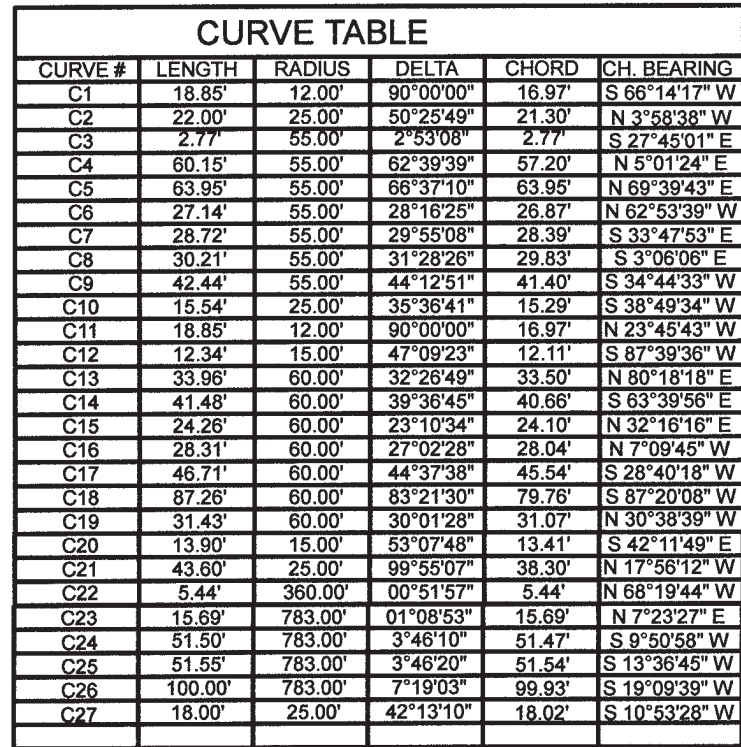
LEGAL DEPOSITS:

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

Exhibit A

LOT 22 IN KENDALL MARKETPLACE, BEING A SUBDIVISION OF PART OF THE
SOUTHEAST QUARTER OF SECTION 19, THE SOUTH HALF OF SECTION 20, AND THE
NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH,
RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF
YORKVILLE, KENDALL COUNTY, ILLINOIS

LOT 22 IN KENDALL MARKETPLACE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 19, THE SOUTH HALF OF SECTION 20, AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS



AREA TABLE	
LOT	SQ. FT.
1	6449.2
2	6301.5
3	5668.0
4	5460.0
5	7630.0
6	65,81.0
7	7772.4
8	9220.2
9	7529.2
10	6640.3
11	5269.1
12	6095.0
13	8301.1
14	9114.4
15	8913.0
16	7973.0
17	6500.0
18	7551.0
19	7899.7
20	6994.4
21	39071.8
22	31725.6
23	31916.0
24	44976.0

LINE #	LENGTH	BEARING
L1	5.17'	S 53°38'44" E
L2	20.00'	N 06°31'42" E
L3	20.00'	N 46°08'27" E
L4	26.39'	N 30°23'35" E
L5	28.51'	N 66°24'46" E
L6	11.50'	N 66°24'46" E

STATE OF ILLINOIS)
COUNTY OF KANE)

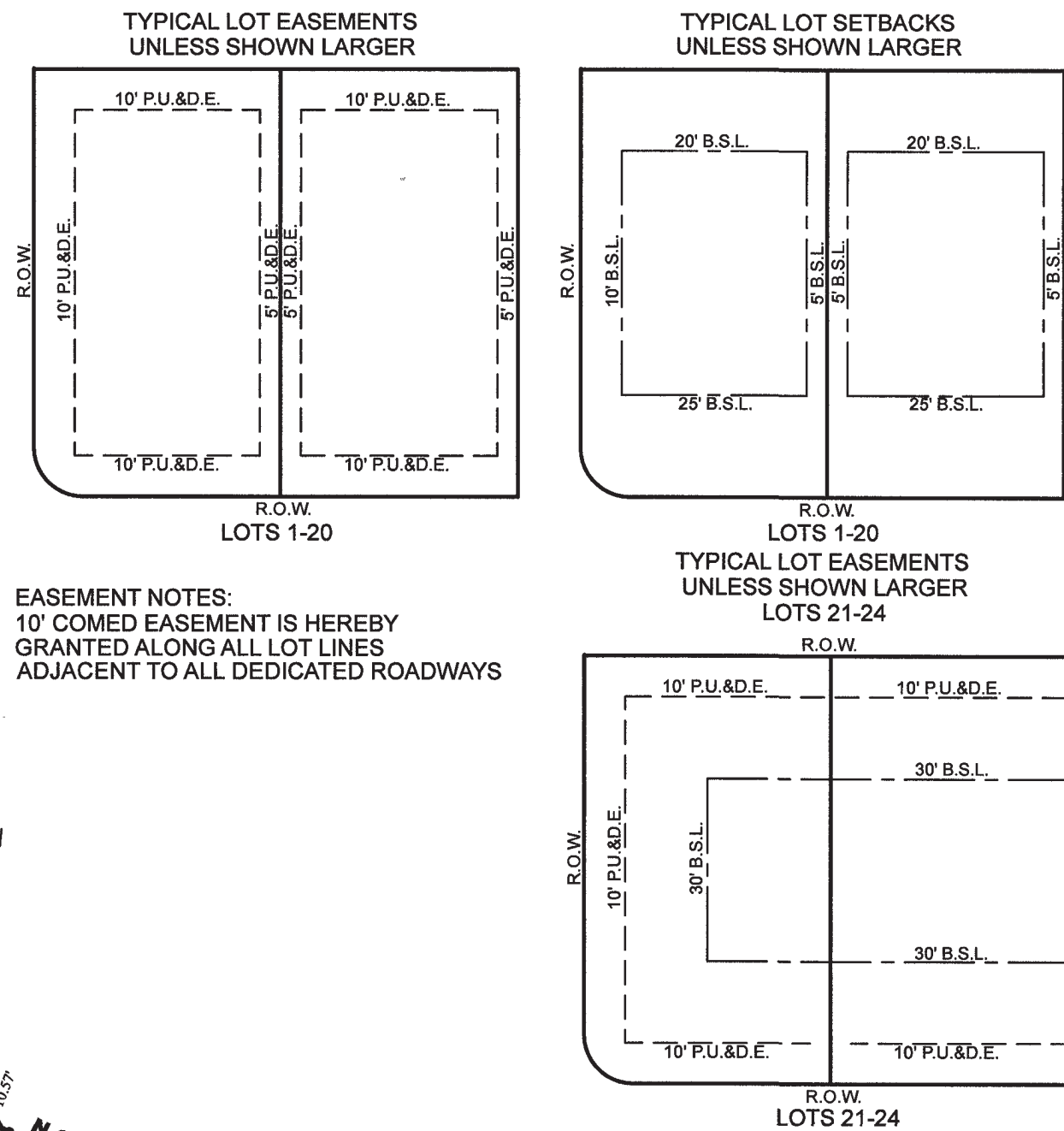
I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED IN ACCORDANCE WITH THE PLAT ACT AND THE ILLINOIS ADMINISTRATIVE CODE, SECTION 1270.56 MINIMUM STANDARDS OF PRACTICE. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT ALL SUBDIVISION MONUMENTS WILL BE SET, AND I HAVE DESCRIBED THEM ON THIS FINAL PLAT AS REQUIRED BY THE PLAT ACT (765 ILCS 205). THE EXTERIOR SUBDIVISION MONUMENTS HAVE BEEN SET AND INTERIOR MONUMENTS WILL BE SET WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT (SECTION 1270-56 OF THE ILLINOIS PROFESSIONAL LAND SURVEYOR ACT OF 1989)

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 35-003908
License Expires 11-30-2026.

- o 1"x24" IRON PIPES SET AT LOT CORNERS
- CONCRETE MONUMENTS SET AS NOTED



D.F.L.S.
DALE FLOYD LAND SURVEYING L.L.C.
 2600 KESLINGER ROAD SUITE A
 GENEVA, ILLINOIS 60134
 PHONE: 630-232-7705 FAX: 630-232-7725
 E-MAIL: DFLS@SBCGLOBAL.NET

PRELIMINARY PLAT OF SUBDIVISION OF
HEARTLAND MEADOWS WEST

OWNERSHIP CERTIFICATE
(corporation)

STATE OF ILLINOIS)) ss
COUNTY OF GENEVA)

THIS IS TO CERTIFY THAT MARKER, INC., AN ILLINOIS CORPORATION, IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

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

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

DATED AT YORKVILLE, ILLINOIS, THIS ____ DAY OF ____, 20__.

MARKER, INC.
808 E. VETERAN'S PARKWAY, SUITE 1D
YORKVILLE, IL 60560
630-553-3322

NAME

TITLE

PRINTED NAME

NOTARY CERTIFICATE

STATE OF ILLINOIS)) ss
COUNTY OF KENDALL)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT GREG MARKER PERSONALLY KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY OF MARKER, INC., AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, 2025

NOTARY PUBLIC

CITY PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)) ss
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE PLANNING AND ZONING COMMISSION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS ____ DAY OF _____, 2025

CHAIRMAN

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)) ss
COUNTY OF KENDALL)

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD

IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON THIS ____

DAY OF _____, 2025, AT _____ O'CLOCK ____ M.

KENDALL COUNTY RECORDER

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)) ss
COUNTY OF KENDALL)

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

DATED AT YORKVILLE, ILLINOIS THIS ____ DAY OF _____, 2025.

CITY ENGINEER

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)) ss
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE

UNITED CITY OF YORKVILLE, ILLINOIS, THIS ____ DAY OF _____, 2025

MAYOR

CITY ADMINISTRATOR'S CERTIFICATE

STATE OF ILLINOIS)) ss
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE

UNITED CITY OF YORKVILLE, ILLINOIS, THIS ____ DAY OF _____, 2025

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)) ss
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE

UNITED CITY OF YORKVILLE, ILLINOIS, BY ORDINANCE No. _____

AT A MEETING HELD THIS ____ DAY OF _____, 2025

CITY CLERK

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)) ss
COUNTY OF KENDALL)

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

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE,

ILLINOIS, THIS ____ DAY OF _____, 2025

COUNTY CLERK

CITY UTILITY EASEMENTS

THE UNITED CITY OF YORKVILLE, IT'S SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "CITY UTILITY EASEMENT OR C.U.E." TOGETHER WITH A RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES. SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER MAIN, SANITARY SEWER OR STORM DRAINAGE SYSTEMS OF THE UNITED CITY OF YORKVILLE, EXCEPT THAT THE EASEMENTS MAY BE GRADED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

CROSS ACCESS EASEMENT

A CROSS ACCESS EASEMENT IS HEREBY RESERVED FOR THE BENEFIT OF FUTURE OWNERS OF LOTS 21-24, AND THEIR FUTURE ASSIGNS, FOR INGRESS AND EGRESS TO BLACKBERRY SHORE ROAD OVER PAVED AREA OF LOTS 21-24.

PUBLIC UTILITY AND DRAINAGE EASEMENT

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO SBC AMERITECH, NICOR, COM ED, JONES INTERCABLE, OTHER PUBLIC UTILITIES, AND HOLDERS OF EXISTING FRANCHISES GRANTED BY THE CITY OF YORKVILLE, ILLINOIS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT" (P.U. & D.E.) TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES UNDER THE SURFACE OF THE "PUBLIC UTILITY & DRAINAGE EASEMENT", INCLUDING WITHOUT LIMITATION TO TELEPHONE CABLE, GAS MAINS, ELECTRIC LINES, CABLE TELEVISION LINES, AND ALL NECESSARY FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON.

A NON-EXCLUSIVE EASEMENT IS ALSO HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE, ILLINOIS TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE AND INSPECT FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, STORM SEWERS, SANITARY SEWERS AND ELECTRICITY, WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT", TOGETHER WITH A RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES.

THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THEIR UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO, NO PERMANENT BUILDINGS, STRUCTURES, OR OBSTRUCTIONS SHALL BE CONSTRUCTED IN, UPON, OR OVER ANY AREAS DESIGNATED AS "PUBLIC UTILITY & DRAINAGE EASEMENT", BUT SUCH AREAS MAY BE USED FOR GARDENS, SHRUBS, TREES, LANDSCAPING, DRIVEWAYS, AND OTHER RELATED PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE USES HEREIN DESCRIBED.

THE OCCUPATION AND USE OF THE NON-EXCLUSIVE EASEMENT HEREIN GRANTED AND RESERVED FOR THE ABOVE NAMED ENTITIES BY EACH OF SUCH ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH OR PRECLUDE THE OCCUPATION AND USE THEREOF BY OTHER ENTITIES FOR WHICH SUCH EASEMENTS ARE GRANTED AND RESERVED. THE CROSSING AND RECROSSING OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH, DAMAGE, OR DISTURB ANY TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO EXISTING WITHIN THE EASEMENTS BEING CROSSED OR RECROSSED. NO USE OR OCCUPATION OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL CAUSE ANY CHANGE IN GRADE OR IMPAIR OR CHANGE THE SURFACE DRAINAGE PATTERNS.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

June 4, 2025

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

**Re: Heartland Meadows West
Final Engineering Submittal – 4th Submittal
United City of Yorkville**

Dear Krysti:

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

- Final Engineering Plans (23 sheets) dated May 20, 2025, and prepared by Tebrugge Engineering
- Final Plat of Subdivision (2 sheets) dated May 21, 2025, and prepared by Dale Floyd Land Surveying
- Engineering Estimate of Costs (2 sheets) dated May 21, 2025, and prepared by Tebrugge Engineering
- Stormwater Permit Application

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

General

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies.
 - IEPA NPDES General Construction Permit may be required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction. - *submitted*
 - IEPA Water Main Permit
 - IEPA Sanitary Sewer Permit
 - Yorkville Bristol Sanitary District (YBSD) approval is needed for the connection of the proposed sanitary lines to the existing sanitary sewer.
 - City of Yorkville Stormwater Management Permit – *submitted and recommended for approval*
2. A photometric plan should be submitted when available.
3. A performance guarantee in the amount of \$1,263,454.20 (120% x \$1,052,878.50) is to be on file with the City prior to the issuance of a building permit.

4. Prior to the start of construction, the following items need to be addressed:
- A preconstruction meeting with City staff needs to be held.
 - A construction guarantee equal to 120% of the public improvements and erosion control costs needs to be on file with the City.

Final Engineering Plans

Sheet 11 – Utility Plans

5. Direct piped sump pump connections will be required for any lots with basements, based on the soil boring information provided. Most of the lots do not meet the requirements noted in the City standard specifications, summarized as follows:
- a. Soil borings are obtained at regular intervals (300'-400' grid).
 - i. This criterion was satisfied.
 - b. Soil borings shall extend at least 20' below existing grade. Boring logs indicate that the borings performed as part of this project extended to a depth of only 15'.
 - i. **This criterion is not satisfied.**
 - c. Boring logs demonstrate the presence of granular soils.
 - i. **This criterion was not satisfied.**
 - ii. Borings 1-6 and 9-11 show 12"-15" of topsoil with underlying 3'-6' of silty/sandy clay and some sand, gravel and silty/clayey silt
 - iii. Native stiff to hard silty clay soils were found directly below the fill layer in borings 2, 5 and 11. The clay soils extended 5'-11' below grade
 - iv. Medium dense silty/clayey sand as well as stiff to hard silty/sandy clays predominated in the borings.
 - d. Boring logs show groundwater elevations at least 5' below basement floor elevations.
 - i. **This criterion was not satisfied.**
 - ii. Per TSC's narrative, "Free water was encountered while drilling.... at depths ranging from 9 to 14 feet below existing grade".
 - iii. A special note was given for Boring 1 indicating that groundwater was present at a shallow depth and developer should "consider not utilizing basements..." for Lots 1 & 2.
 - iv. TSC noted that "further evaluation of groundwater levels over time could be beneficial to evaluate where to set basement floor elevations at this (Lots 1&2) and other lots at the project site".
 - v. TSC also noted that "borings were drilled in the fall after several months of relatively dry weather. During wetter seasons it is possible that groundwater levels may rise above what was observed in the borings".
 - vi. Finally, TSC noted that "during wet times of the year, the granular and intermediate deposits may have relatively high seepage rates causing the automatic pumping system (sump pumps) to run continuously.

Landscape Plan

6. The tree replacement plan has been approved by the City's landscape consultant.
7. An updated landscape review letter will be forthcoming.

Stormwater Permit Application

8. The stormwater permit application has been reviewed and is recommended for approval.

Fire Plan (from previous letter)

9. The fire truck runs off the road at the entrance. Revise to show that the truck can make the turn.

Final Plat of Subdivision

10. Change all P.U.E. to P.U.&D.E. to match the City standards and provisions.
11. Change the typical rear yard easements from 5 feet to 10 feet.
12. Revise the 3.5' dimension on Lot 21 to read 3.50'.
13. The bearing and distance text for the easement on Lot 16 is too small.
14. Add the missing lines for the Nicor easement on Lots 18 and 19.
15. The external boundary does not close. Revise the bearing for L4.
16. Remove the repeating language in the surveyor's certificate.

The plans should be revised and resubmitted for review. 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)
Building Department (via email) Bzpermits@yorkville.il.us
Ms. Jori Behland, City Clerk (via email)
Mr. Greg Marker, Marker, Inc. (via email)
Mr. Dan Kramer (via email)
Mr. John Tebrugge, Tebrugge Engineering (via email)
TNP, PGW2, EEI (via e-mail)



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

June 9, 2025

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

**Re: Heartland Meadows West
Final Engineering Submittal – 4th Submittal, Landscape Only
United City of Yorkville**

Dear Krysti:

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

- HWM Landscape Plan (1 sheet) dated April 7, 2025, and prepared by Tebrugge Engineering

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:

The tree replacement plan has been approved by the City's landscape consultant. Please see the attached letter from the City's landscape consultant for additional information.

The plans should be revised and resubmitted for review. 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)
Building Department (via email) Bzpermits@yorkville.il.us
Ms. Jori Behland, City Clerk (via email)
Mr. Greg Marker, Marker, Inc. (via email)
Mr. Dan Kramer (via email)
Mr. John Tebrugge, Tebrugge Engineering (via email)
TNP, PGW2, EEI (via e-mail)

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

8755 W. HIGGINS ROAD, SUITE 853

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (773) 693-9200

June 6, 2025

Pamela Whitfield, PE, CFM
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Project No.: 21-0275 AM

Re: Landscape Plan Review
Heartland Meadows West

Dear Pamela:

We have completed our third landscape plan review of the proposed Heartland Meadows West development located northwest of Blackberry Shore Lane and Cannonball Trail in Yorkville.

Landscape Plan – CONDITIONALLY RECOMMENDED FOR APPROVAL

For reasons described below, this landscape plan for lots 1-20 is recommended for approval at this time. Lots 21-24 are not included in this approval and shall require future landscape plan submittal(s) for review and approval prior to their development.

REVIEW COMMENTS

If there are any changes to the proposed project, additional comments may be provided. Please note that the requirements of each section are in addition to the requirements of all other sections of the ordinance (i.e., trees and other plant materials cannot be “double counted” to meet multiple requirements).

The petitioner’s previous comment response letter states, “This is a PUD submittal and Landscape requirements have not yet been determined.” It is our understanding from City Staff that Ordinance No. 2025-05 includes some specific landscape requirements and granted some relief; if there isn’t any specific condition or relief granted, then the UDO regulations shall apply.

Building Foundation Landscape Zone

Landscaping previously shown along building foundations on lots 21-24 has been removed from the plans. No relief from building foundation landscape requirements was identified in Ordinance No. 2025-05. Per correspondence between the City and petitioner, and subsequent direction from the City, we understand that landscape plans must be submitted for review prior to the development of those lots.

Parking Area Perimeter Landscape Zone

Landscaping previously shown along the perimeter of parking areas on lots 21-24 has been removed from the plans. No relief from parking area perimeter landscape requirements was identified in Ordinance No. 2025-05. Per correspondence between the City and petitioner, and subsequent direction from the City, we understand that landscape plans must be submitted for review prior to the development of those lots.

Parking Area Interior Landscape Zone

Landscaping previously shown in parking areas on lots 21-24 has been removed from the plans. No relief from parking area interior landscape requirements was identified in Ordinance No. 2025-05. Per correspondence between the City and petitioner, and subsequent direction from the City, we understand that landscape plans must be submitted for review prior to the development of those lots.

Transition Zone

Per Ordinance No. 2025-05, a Type C Transition Zone is required at the rear of the double frontage commercial lots 21-24 along the primary cul-de-sac between the commercial and residential land uses but is not provided. Per correspondence between the City and petitioner, and subsequent direction from the City, we understand that landscape plans must be submitted for review prior to the development of those lots.

Species Diversity Requirements

Compliance with species diversity requirements is considered met for lots 1-20. Per correspondence between the City and petitioner, and subsequent direction from the City, we understand that landscape plans must be submitted for review prior to the development of those lots.

Tree Preservation and Removal

Per correspondence between the City and petitioner, and subsequent direction from the City, we understand that landscape plans must be submitted for review prior to the development of those lots. Said landscape plans must include replacement trees or fee-in-lieu for replacement trees will be required.

Street Trees

Previous comments addressed.

Wetlands

A review of Google Earth and Google Streetview imagery suggests there are no wetlands on the subject property.

SUMMARY

This review was based upon the following documents, pursuant to relevant landscape requirements of the City's Unified Development Ordinance and Wetland Regulations.

- Landscape Plan, 1 sheet, prepared by Tebrugge Engineering, dated February 17, 2025
- Ordinance No. 2025-05 Approving an Amendment to a Planned Unit Development for Kendall Marketplace, 10 pages, prepared by the United City of Yorkville, dated January 14, 2025
- Landscape Plan exhibit, 1 sheet, no author given, not dated; provided via email dated April 11, 2025, from Greg Marker of Marker, Inc. to Krysti Barksdale-Noble of the City of Yorkville

Let us know if there are any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Pollowy". The signature is written in a cursive, flowing style.

Tim Pollowy, RLA
Senior Landscape Architect



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

July 14, 2025

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

**Re: Heartland Meadows West
Final Engineering Submittal – 5th Submittal, Plat Only
United City of Yorkville**

Dear Krysti:

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

- Final Plat of Subdivision (2 sheets) dated June 30, 2025, and prepared by Dale Floyd Land Surveying

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:

The Final Plat of Subdivision has been reviewed and is found to be acceptable.

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)
Building Department (via email) Bzpermits@yorkville.il.us
Ms. Jori Behland, City Clerk (via email)
Mr. Greg Marker, Marker, Inc. (via email)
Mr. Dan Kramer (via email)
Mr. John Tebrugge, Tebrugge Engineering (via email)
TNP, PGW2, EEI (via e-mail)

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 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 #4

Tracking Number

PZC 2025-11 & EDC 2025-53

Agenda Item Summary Memo

Title: Fox Haven (1115, LLC) – Final Plat of Subdivision

Meeting and Date: City Council – July 22, 2025

Synopsis: Proposed Plat of Subdivision of Parcels 1 & 2 in the Fox Haven Subdivision

Council Action Previously Taken:

Date of Action: PZC – 7/9/25 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2025-11 & EDC 2025-53

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Daven Hansen Community Development
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: David Hansen, Senior Planner
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
Sara Mendez, Senior Planner
Date: July 22, 2025
Subject: **PZC 2025-11 Fox Haven – 1115, LLC (Final Plat of Subdivision)**

UPDATE:

The petitioner has submitted an updated Final Plat in response to the comments provided by the City's engineering consultant, Engineering Enterprises Inc., dated June 17, 2025. The revised submittal addresses the minor revisions requested by the City Engineer. The updated final plat will be incorporated into the draft ordinance.

PROPOSED REQUEST:

Patrick Winninger, on behalf of 1115, LLC., petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting Final Plat approval for Fox Haven Subdivision, which consists of two (2) parcels. Parcel 1 consists of 17 residential buildings totaling 105 townhome units on 13.161 acres and is zoned R-4 General Multi-Family Residence District. Parcel 2 consists of 1.017 acres and is zoned B-3 General Business District for a future commercial development. The entire 14.178-acre site is located at 1115 South Bridge Street.



FOX HAVEN - 1115, LLC

United City of Yorkville, Illinois
Date: June 02, 2025
Data: Kendall County



PLANNING & ZONING ACTION:

The Planning and Zoning Commission reviewed the request for final plat approval at a meeting held on July 9, 2025 and made the following action on the motion below:

The Planning and Zoning Commission recommends approval to the City Council of the Final Plat of Subdivision of Fox Haven, dated last revised June 17, 2025 and prepared by Spaceco Civil

Engineering and Surveying, subject to review comments prepared by City's engineering consultant, EEI, Inc., in letter dated June 16, 2025 and any subsequent reviews related to said Final Plat of Subdivision.

Action Item:

Linnane – aye, Green – aye, Crouch – aye, Vinyard – aye, Forristall – aye

5 ayes; 0 nays

ATTACHMENTS:

1. Draft Ordinance
2. PZC Staff Memo dated July 9, 2025
3. Copy of Petitioner's Application
4. Final Plat of Subdivision of Fox Haven prepared by Spaceco Civil Engineering and Surveying dated June 17, 2025
5. EEI Letter dated June 16, 2025
6. EEI Final Plat Approval Letter dated July 9, 2025

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Ordinance No. 2025-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, APPROVING THE FINAL PLAT OF SUBDIVISIONS FOR *FOX HAVEN*
*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, 1115, LLC, an Illinois limited liability company (the “Petitioner”) has filed an application and petition for approval of the Final Plat of Subdivision for Fox Haven Subdivision development, located at 1115 South Bridge Street, for 17 residential buildings containing 105 combined townhome units on approximately 13.161 acres, along with a future commercial development on an additional 1.017 acres; and

WHEREAS, the Planning and Zoning Commission convened and held a meeting on July 9, 2025, to consider the Final Plat of Subdivision for Fox Haven Subdivision; and

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Chapter 7 of Title 10 Subdivision Standards and Chapter 8 Section 8 of Title 10 Subdivision Procedures of the Yorkville Unified Development Ordinance and made a recommendation to the Mayor and City Council (the “Corporate Authorities”) for approval of the Final Plat of Subdivision for Fox Haven Subdivision; and

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

Section 1. The above recitals are incorporated herein and made a part of this Ordinance.

Section 2. That the Corporate Authorities hereby approve the Final Plat of Subdivision for Fox Haven Subdivision as prepared by Spaceco Civil Engineering and Surveying, dated May 30, 2025 with a revised date of June 17, 2025 and attached hereto as *Exhibit A*, and authorize the Mayor, City Clerk, City Administrator and City Engineer to execute said Plat.

Section 3. That the City Clerk is hereby authorized pursuant to Section 10-8-6-C-7.e of the Yorkville Unified Development Ordinance to file a copy of this ordinance and the Final Plat of Subdivision for Fox Haven Subdivision with the Kendall County Recorder of Deeds.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

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

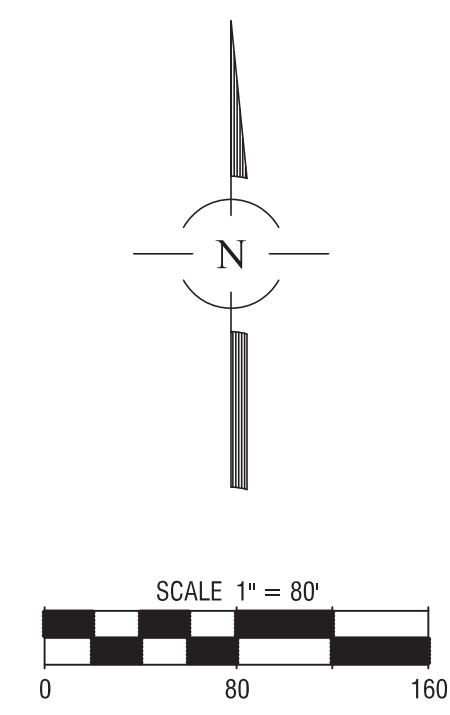
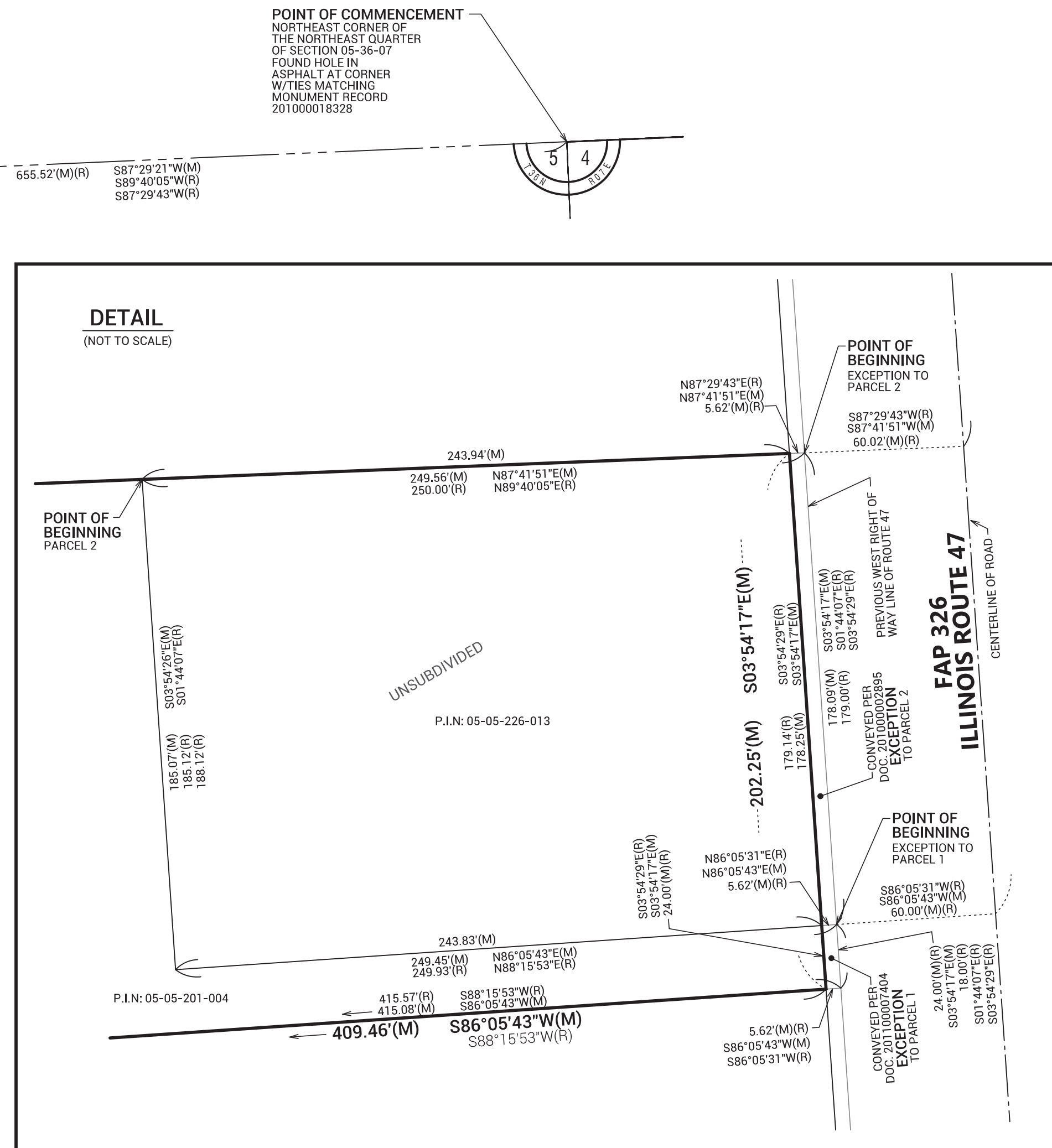
Attest:

CITY CLERK

FINAL PLAT OF
FOX HAVEN SUBDIVISION

BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 5,
TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

P.I.N.:
05-05-201-004
05-05-226-013



BASIS OF BEARINGS:
BEARINGS SHOWN HEREON ARE BASED ON NAD83
ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE
(2011 ADJUSTMENT) AND NAVD88 (GEOID 12B) UTILIZING
GNSS EQUIPMENT AND TopNETlive RTK NETWORK.

**FOR REVIEW
PURPOSES ONLY**

SHEET INDEX	
SHEET 1	- UNDERLYING BOUNDARY
SHEET 2	- SUBDIVISION LOT CONFIGURATION
SHEET 3	- CERTIFICATES AND PROVISIONS

PREPARED FOR:
PATRICK WINNINGER
8845 SCHOGER DRIVE
NAPERVILLE, IL 60564

Morris Office
224 1/2 N. Liberty Street
Morris, Illinois 60450
Phone: (815) 941-0260

**Spaceco**
Civil Engineering & Surveying
Rosemont, IL - Morris, IL - Indianapolis, IN
spacecoinc.com

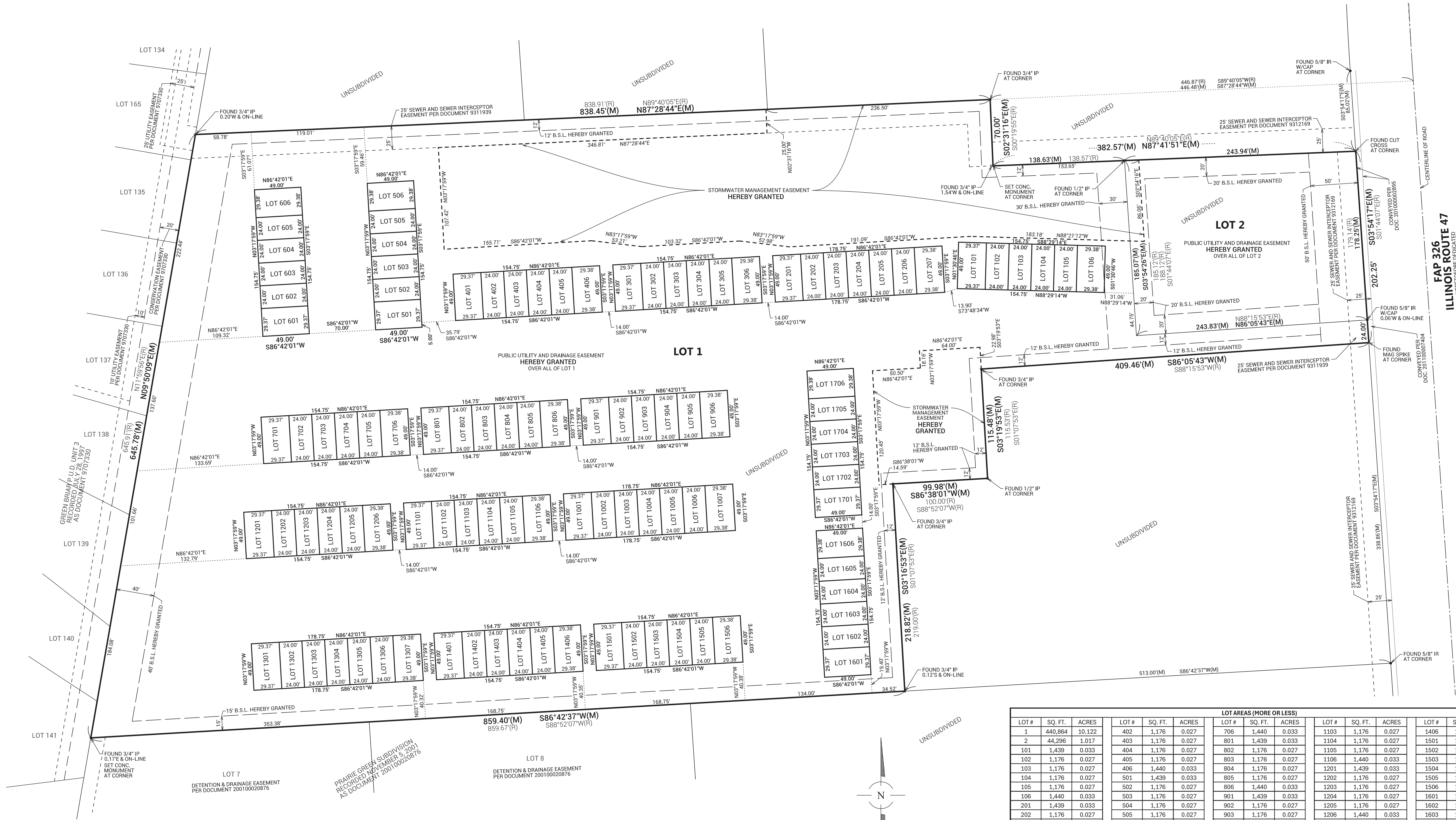
FILENAME: 13967SUB-01
DATE: 05/30/2025
JOB NO. 13967
SHEET 1 OF 3

NO.	DATE	REMARKS
1	06/17/2025	PER CITY REVIEW

FINAL PLAT OF
FOX HAVEN SUBDIVISION

BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 5,
TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

P.L.N.:
05-05-201-004
05-05-226-013



NOTE:
B.S.L. = BUILDING SETBACK LINE
(M) = MEASURED DIMENSION
(R) = RECORD DIMENSION
(M) = (R) UNLESS OTHERWISE NOTED

CROSS ACCESS EASEMENT
A CROSS ACCESS EASEMENT OVER PRIVATE DRIVEWAYS AND SIDEWALKS
ON LOT 1 AND 2 IS HEREBY GRANTED FOR THE BENEFIT OF ALL LOTS WITHIN
THIS SUBDIVISION.

BASIS OF BEARINGS:
BEARINGS SHOWN HEREON ARE BASED ON NAD83
ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE
(2011 ADJUSTMENT) AND NAVD83 (GEOID 12B) UTILIZING
GNSS EQUIPMENT AND TopNETive RTK NETWORK.

LOT #			LOT #			LOT AREAS (MORE OR LESS)			LOT #			LOT #		
LOT #	SQ. FT.	ACRES	LOT #	SQ. FT.	ACRES	LOT #	SQ. FT.	ACRES	LOT #	SQ. FT.	ACRES	LOT #	SQ. FT.	ACRES
1	440,864	10.122	402	1,176	0.027	706	1,440	0.033	1103	1,176	0.027	1406	1,440	0.033
2	44,296	1.017	403	1,176	0.027	801	1,439	0.033	1104	1,176	0.027	1501	1,439	0.033
101	1,439	0.033	404	1,176	0.027	802	1,176	0.027	1105	1,176	0.027	1502	1,176	0.027
102	1,176	0.027	405	1,176	0.027	803	1,176	0.027	1106	1,440	0.033	1503	1,176	0.027
103	1,176	0.027	406	1,440	0.033	804	1,176	0.027	1201	1,439	0.033	1504	1,176	0.027
104	1,176	0.027	501	1,439	0.033	805	1,176	0.027	1202	1,176	0.027	1505	1,176	0.027
105	1,176	0.027	502	1,176	0.027	806	1,440	0.033	1203	1,176	0.027	1506	1,440	0.033
106	1,440	0.033	503	1,176	0.027	901	1,439	0.033	1204	1,176	0.027	1601	1,439	0.033
201	1,439	0.033	504	1,176	0.027	902	1,176	0.027	1205	1,176	0.027	1602	1,176	0.027
202	1,176	0.027	505	1,176	0.027	903	1,176	0.027	1206	1,440	0.033	1603	1,176	0.027
203	1,176	0.027	506	1,440	0.033	904	1,176	0.027	1301	1,439	0.033	1604	1,176	0.027
204	1,176	0.027	601	1,439	0.033	905	1,176	0.027	1302	1,176	0.027	1605	1,176	0.027
205	1,176	0.027	602	1,176	0.027	906	1,440	0.033	1303	1,176	0.027	1606	1,440	0.033
206	1,176	0.027	603	1,176	0.027	1001	1,439	0.033	1304	1,176	0.027	1701	1,439	0.033
207	1,440	0.033	604	1,176	0.027	1002	1,176	0.027	1305	1,176	0.027	1702	1,176	0.027
301	1,439	0.033	605	1,176	0.027	1003	1,176	0.027	1306	1,176	0.027	1703	1,176	0.027
302	1,176	0.027	606	1,440	0.033	1004	1,176	0.027	1307	1,440	0.033	1704	1,176	0.027
303	1,176	0.027	701	1,439	0.033	1005	1,176	0.027	1401	1,439	0.033	1705	1,176	0.027
304	1,176	0.027	702	1,176	0.027	1006	1,176	0.027	1402	1,176	0.027	1706	1,440	0.033
305	1,176	0.027	703	1,176	0.027	1007	1,440	0.033	1403	1,176	0.027			
306	1,440	0.033	704	1,176	0.027	1101	1,439	0.033	1404	1,176	0.027			
401	1,439	0.033	705	1,176	0.027	1102	1,176	0.027	1405	1,176	0.027			
TOTAL AREA: 617,599 SQ. FT. OR 14.178 ACRES, MORE OR LESS														

**FOR REVIEW
PURPOSES ONLY**

NO.	DATE	REMARKS
1	06/17/2025	PER CITY REVIEW

Morris Office
224 1/2 N. Liberty Street
Morris, Illinois 60450
Phone: (815) 941-0260

Spaceco
Civil Engineering & Surveying
Rosemont, IL - Morris, IL - Indianapolis, IN
spacecoinc.com

FILENAME:
13967SUB-01
DATE:
05/30/2025
JOB NO.
13967
SHEET
2 OF 3

BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 5,
TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

M:\13000-13999\13967-MISURVEY\13967SUB-01.dgn SHEET 3 User=jschroeder

Memorandum



To: Planning and Zoning Commission
From: David Hansen, Senior Planner
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
Sara Mendez, Senior Planner
Date: July 9, 2025
Subject: **PZC 2025-11 Fox Haven – 1115, LLC (Final Plat Approval)**

PROPOSED REQUEST:

Patrick Winner, on behalf of 1115, LLC., petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting Final Plat approval for Fox Haven Subdivision, which consists of two (2) parcels. Parcel 1 consists of 17 residential buildings totaling 105 townhome units on 13.161 acres and is zoned R-4 General Multi-Family Residence District. Parcel 2 consists of 1.017 acres and is zoned B-3 General Business District for a future commercial development. The entire 14.178-acre site is located at 1115 South Bridge Street.

PROPERTY BACKGROUND:

In April 2025, a Planned Unit Development (PUD) Agreement with 1115, LLC was approved for the subject property. As part of this process, Parcel 1 was rezoned to the R-4 General Multi-Family Residence District for a townhome community. Parcel 2 kept its existing zoning of B-3 General Business District, which is anticipated for a future commercial development.



FOX HAVEN - 1115, LLC

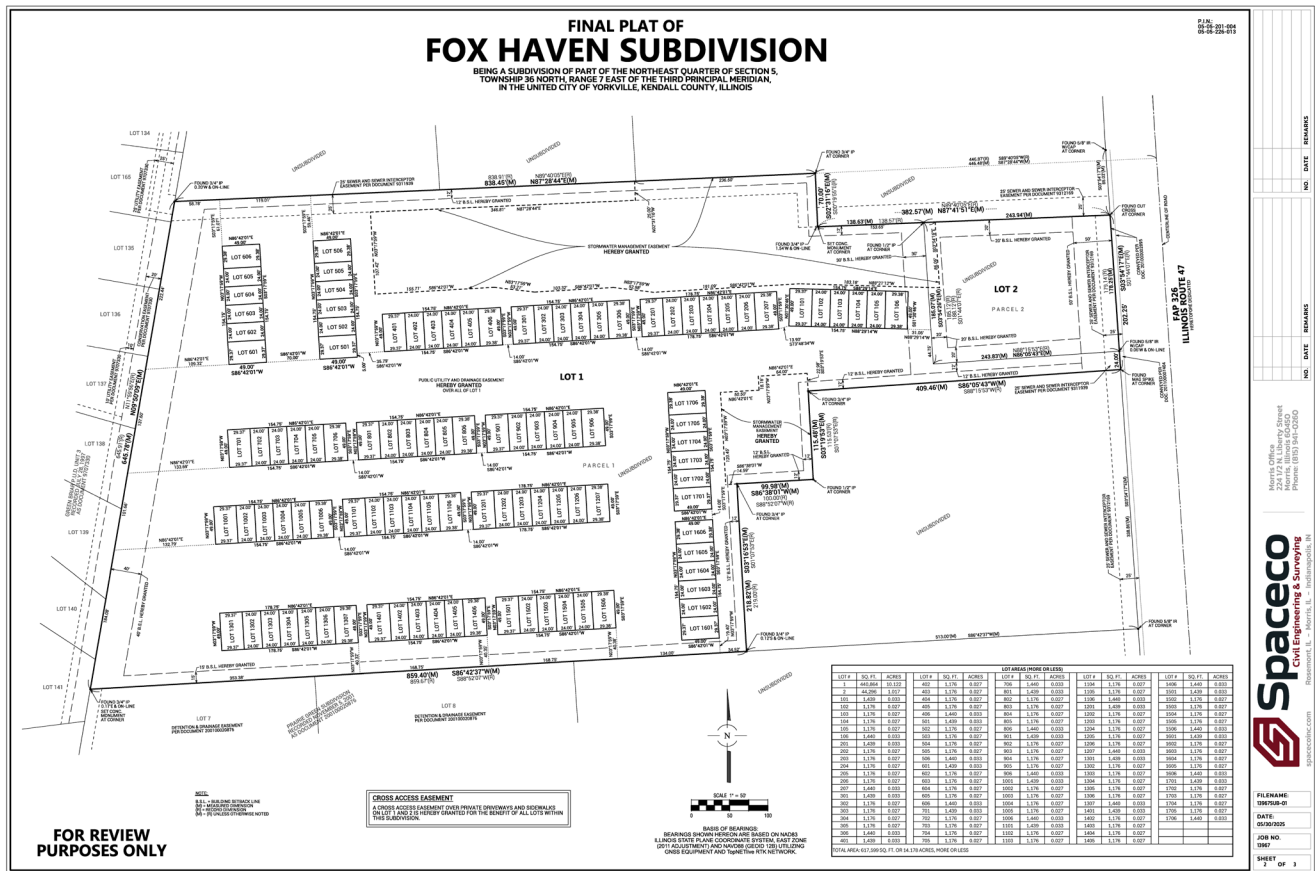
United City of Yorkville, Illinois
Date: June 02, 2025
Data: Kendall County



PROPOSED FINAL PLAT OF SUBDIVISION:

The developer, Patrick Winninger on behalf of 1115 LLC, is seeking final plat approval of Fox Haven subdivision. The Final Plat for the Fox Haven subdivision proposes the following:

- A. **Parcels and Lots** - Subdivision consists of two (2) parcels and 107 total lots on a 14.178-acre site located at 1115 South Bridge Street.
- **Parcel 1** - consist of 106 lots totaling 13.161 acres.
 - Lot 1 consists of 10.122 acres and includes all site common areas (open space, stormwater detention, etc.), and other site infrastructure (private roadways, easement areas, sidewalks, trails, etc.) for the townhome community parcel.
 - The remaining 105 lots are reserved for individual townhomes with lot sizes ranging from .027 to .033 acres. Lots are arranged into 17 townhome buildings. Fourteen (14) buildings contain six units while the other three (3) buildings contain seven units.
 - **Parcel 2** - consists of one (1) single lot, also known as Lot 2, totaling 1.017 acres and is zoned B-3 General Business District for a future commercial development.



- Per Page 2 of the final plat, cross access easement language is present and states the following:

CROSS ACCESS EASEMENT A CROSS ACCESS EASEMENT OVER PRIVATE DRIVEWAYS AND SIDEWALKS ON LOT 1 AND 2 IS HEREBY GRANTED FOR THE BENEFIT OF ALL LOTS WITHIN THIS SUBDIVISION.
--

2. Appearance Standards. Per the PUD, *the Developer shall provide updated elevations with any application for final plat or at such time as Developer submits for a Building Permit, as may be applicable.*

- Per the Developer, updated building elevations will be provided at the time of building permit submittal.

C. Other Conditions Verified at Building Permit Stage

Certain conditions of approval are not required to be shown on the final plat, as they will be reviewed at the time of building permit submittal. These include:

1. Building Setbacks and Bulk Regulations
2. Parking Requirements
3. Landscape Plan
4. Signage Plan

ENGINEERING REVIEW

The proposed Final Plat of Subdivision has been reviewed by the City's engineering consultant, Engineering Enterprises Inc., for compliance with the Subdivision Control Ordinance's Standards for Specification. Comments dated June 16, 2025 have been provided to the applicant (see attached). The minor revisions requested by the City Engineer will be addressed by the applicant prior to the City Council meeting and reviewed for compliance prior to final plat recordation.

STAFF COMMENTS:

Upon recordation and approval of the final plat, staff will proceed with establishing the dormant Special Service Area (SSA) to ensure that, in the event the HOA fails to maintain the common areas, the City may activate the SSA to fund necessary maintenance and improvements.

Based upon the review of the proposed Final Plat of Fox Haven Subdivision, staff believes the submitted plans are consistent with the approved development site plan and the current subdivision control regulations. Therefore, staff intends to recommend approval of the Final Plat to the Planning and Zoning Commission at the **July 9, 2025**, meeting with subsequent final determination by the City Council at the **July 22, 2025** meeting. Staff is seeking input and comments from the Economic Development Committee.

PROPOSED MOTION:

The Planning and Zoning Commission recommends approval to the City Council of the Final Plat of Subdivision of Fox Haven, dated last revised 06/17/2025 and prepared by Spaceco Civil Engineering and Surveying, subject to review comments prepared by City's engineering consultant, EEI, Inc., in letter dated June 16, 2025 and any subsequent reviews related to said Final Plat of Subdivision, and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

ATTACHMENTS:

1. Copy of Petitioner's Application

2. Final Plat of Subdivision of Fox Haven prepared by Spaceco Civil Engineering and Surveying dated June 17, 2025
3. EEI Letter dated June 16, 2025



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

APPLICATION FOR FINAL PLAT/REPLAT

INTENT AND PURPOSE

The purpose of this application is to allow land to be divided and distributed in a way that conforms to the City of Yorkville's standards. The process for applying for a final plat or replat allows for the review of a proposed layout of divided lots and establishes standard design specification to ensure adequate roadways for safe and efficient traffic circulation is provided; safeguard against flood damage; promotes access and availability of utilities; and requires the provision of other necessary public improvements.

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

For a complete explanation of what is legally required throughout the Final Plat process, please refer to "Title 10, Chapter 8, Section 6: Subdivision Procedures" of the Yorkville, Illinois Unified Development Ordinance.

APPLICATION PROCEDURE

STEP

1

APPLICATION SUBMITTAL

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

The following must be submitted:

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

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

The petitioner is responsible for payment of recording fees and outside consultant costs (i.e. legal review, engineering review, etc.). The petitioner will be required to establish a deposit account with the City to cover these fees.

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

STEP

2

PLAN COUNCIL

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

This step is dependent on the complexity of the request and may be skipped at the discretion of staff.

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



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APPLICATION FOR FINAL PLAT/REPLAT

STEP 3

ECONOMIC DEVELOPMENT COMMITTEE

MEETS ON THE 1ST TUESDAY OF THE MONTH

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

STEP 4

PLANNING & ZONING COMMISSION

MEETS ON THE 2ND WEDNESDAY OF THE MONTH

The petitioner will attend and present their plat to the Planning and Zoning Commission. The Planning and Zoning Commission will discuss the request and make a recommendation to City Council.

STEP 5

CITY COUNCIL

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

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

SAMPLE MEETING SCHEDULE

MONTH 1

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

Plan Council Meeting

MONTH 2

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

Economic Development
Committee

MONTH 3

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

Planning & Zoning Commission

MONTH 4

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

City Council

Meeting Date

Updated Materials Submitted for Meeting

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



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APPLICATION FOR FINAL PLAT/REPLAT

DORMANT APPLICATIONS

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

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

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

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011 and Section 10-8-2: General Application Requirements)

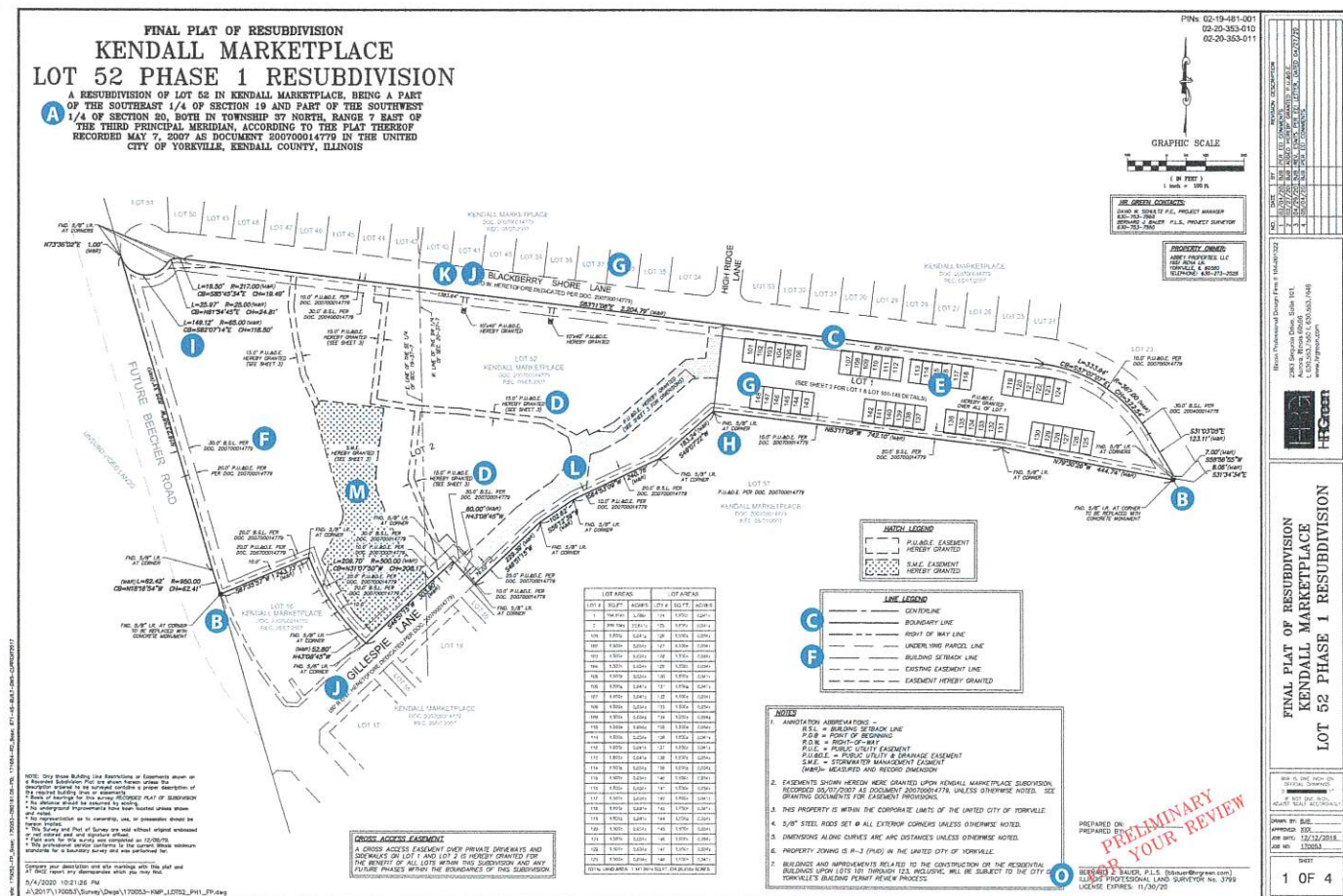


APPLICATION FOR FINAL PLAT/REPLAT

The following information must be shown on all final plats and final plats of resubdivision:

- | | | |
|----------------------------------|--|--|
| A Legal Description | G Consecutive Numbering & Lettering | M Watercourses and Drainage |
| B Monuments | H Lot Angles | N Access to Lake or Streams (not shown) |
| C Exterior Boundary Lines | I Circular Curves | O Survey/Survey Monuments |
| D Widths | J Street Names | P Certificates of Approval (not shown) |
| E Lot Lines | K Abutment | |
| F Setback Lines | L Dedicated Lands | |

FINAL PLAT OF RESUBDIVISION EXAMPLE





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 FINAL PLAT/REPLAT

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres <i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i> _____ - 5 = _____ x \$10 = _____ + \$200 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
ZONING VARIANCE	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
PRELIMINARY PLAN FEE	<input type="checkbox"/> \$500.00		Total: \$
PUD FEE	<input type="checkbox"/> \$500.00		Total: \$
FINAL PLAT FEE	<input checked="" type="checkbox"/> \$500.00		Total: \$ 500.00
ENGINEERING PLAN REVIEW DEPOSIT	<input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$
OUTSIDE CONSULTANTS DEPOSIT	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use: <input type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input type="checkbox"/> Over 10 acres		Total: \$
TOTAL AMOUNT DUE:			\$500.00

[illegible]



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APPLICATION FOR FINAL PLAT/REPLAT

ATTORNEY INFORMATION

NAME: Rick Williams

COMPANY: Griffin Williams McMahon & Wlash

MAILING ADDRESS: 21 N. Fourth Street

CITY, STATE, ZIP: Geneva, IL 60134

TELEPHONE: 630-457-1205

EMAIL: rwilliams@gwmwlaw.com

FAX:

ENGINEER INFORMATION

NAME: David Schultz

COMPANY: HR Green

MAILING ADDRESS: 2363 Sequoia Drive Suite 101

CITY, STATE, ZIP: Aurora, IL 60506

TELEPHONE: 630-708-5002

EMAIL: dschultz@hrgreen.com

FAX:

LAND PLANNER/SURVEYOR INFORMATION

NAME: Joshua Schroeder

COMPANY: Spaceco

MAILING ADDRESS: 224 1/2 Liberty Street

CITY, STATE, ZIP: Morris, IL 60450

TELEPHONE: 815-685-3002

EMAIL: jschroeder@spacecoinc.com

FAX:

ATTACHMENTS

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

AGREEMENT

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

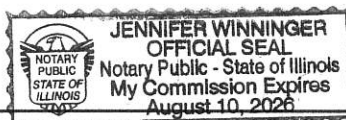
I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.


PETITIONER SIGNATURE

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


OWNER SIGNATURE

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





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

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NAME:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 1115 S. Bridge St. Yorkville, IL	
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: Patrick Winninger		COMPANY: 1115 LLC.	
MAILING ADDRESS: 1211 Deer St			
CITY, STATE, ZIP: Yorkville, IL 60560		TELEPHONE: 630-699-5877	
EMAIL: pwinninger@cwdev.us		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.			
Patrick Winninger		Managing Member	
PRINT NAME		TITLE	
		5/20/2025	
SIGNATURE*		DATE	
<i>*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)</i>			
INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS			
ENGINEERING DEPOSITS:		LEGAL DEPOSITS:	
Up to one (1) acre	\$5,000	Less than two (2) acres	\$1,000
Over one (1) acre, but less than ten (10) acres	\$10,000	Over two (2) acres, but less than ten (10) acres	\$2,500
Over ten (10) acres, but less than forty (40) acres	\$15,000	Over ten (10) acres	\$5,000
Over forty (40) acres, but less than one hundred (100)	\$20,000		
In excess of one hundred (100.00) acres	\$25,000		

EXHIBIT A

Legal Description

PARCEL1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE SOUTH 89 DEGREES 40 MINUTES 05 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 655.52 FEET TO THE TANGENT CENTER LINE OF ILLINOIS STATE ROUTE NO. 47, BEING ALSO THE WEST LINE OF FOX INDUSTRIAL PARK, UNIT 1, YORKVILLE, KENDALL COUNTY, ILLINOIS; EXTENDED FROM THE SOUTH; THENCE SOUTH 01 DEGREES 44 MINUTES 07 SECONDS EAST ALONG SAID EXTENDED TANGENT CENTER LINE AND SAID TANGENT CENTER LINE, 464.33 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 05 SECONDS WEST, 446.87 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 55 SECONDS EAST, 70.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 05 SECONDS EAST, 138.57 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 44 MINUTES 07 SECONDS EAST, 185.12 FEET; THENCE NORTH 88 DEGREES 15 MINUTES 53 SECONDS EAST, 249.93 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID ROUTE 47 BEING A LINE DRAWN PARALLEL WITH AND 60.0 FEET WEST OF SAID CENTER LINE; THENCE NORTH 01 DEGREES 44 MINUTES 07 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE 179.00 FEET TO A LINE DRAWN NORTH 89 DEGREES 40 MINUTES 05 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 40 MINUTES 05 SECONDS WEST, 250.0 FEET TO THE POINT OF BEGINNING IN THE UNITED CITY OF THE VILLAGE OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

EXCEPT

PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 1983 -EAST ZONE: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH 87 DEGREES 29 MINUTES 43 SECONDS WEST 199.803 METERS (655.52 FEET) ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5 TO THE TANGENT CENTERLINE OF FAP 326 (IL 47) EXTENDED FROM THE SOUTH; THENCE SOUTH 03 DEGREES 54 MINUTES 29 SECONDS EAST 216.984 METERS (534.36 FEET) ALONG SAID TANGENT CENTERLINE AND CENTERLINE OF FAP 326 (IL 47); THENCE SOUTH 87 DEGREES 29 MINUTES 43 SECONDS WEST 18.293 METERS [60.02 FEET] TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY EXISTING RIGHT OF WAY LINE OF FAP 326 (IL 47); THENCE SOUTH 03 DEGREES 54 MINUTES 29 SECONDS EAST 54.559 METERS (179.00 FEET) ALONG SAID WESTERLY EXISTING RIGHT OF WAY LINE; THENCE SOUTH 86 DEGREES 05 MINUTES 31 SECONDS WEST 1.712 METERS (5.62 FEET); THENCE NORTH 03 DEGREES 54 MINUTES 29 SECONDS WEST 54.601 METERS (179.14 FEET); THENCE NORTH 87 DEGREES 29 MINUTES 43 SECONDS EAST 1.712 METERS (5.62 FEET) TO THE POINT OF BEGINNING, SITUATED IN THE IN THE UNITED CITY OF

YORKVILLE, COUNTY OF KENDALL AND STATE OF ILLINOIS, HEREBY RELEASING AND WAIVING ALL RIGHT UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE.

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE SOUTH 89 DEGREES 40 MINUTES 05 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 655.52 FEET TO THE TANGENT CENTER LINE OF ILLINOIS STATE ROUTE NO. 47, BEING ALSO THE WEST LINE OF FOX INDUSTRIAL PARK, UNIT 1, YORKVILLE, KENDALL COUNTY, ILLINOIS, EXTENDED FROM THE SOUTH; THENCE SOUTH 01 DEGREES 44 MINUTES 07 SECONDS EAST ALONG SAID EXTENDED TANGENT CENTER LINE AND SAID TANGENT CENTER LINE, 464.33 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 89 DEGREES 40 MINUTES 05 SECONDS WEST, 446.87 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 19 MINUTES 55 SECONDS EAST, 70.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 05 SECONDS EAST, 138.57 FEET; THENCE SOUTH 01 DEGREES 44 MINUTES 07 SECONDS EAST, 188.12 FEET; THENCE NORTH 88 DEGREES 15 MINUTES 53 SECONDS EAST, 249.93 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID ROUTE 47 BEING A LINE DRAWN PARALLEL WITH AND 60.0 FEET WEST OF SAID CENTER LINE; THENCE SOUTH 01 DEGREES 44 MINUTES 07 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE 18.0 FEET; THENCE SOUTH 88 DEGREES 15 MINUTES 53 SECONDS WEST, 415.57 FEET; THENCE SOUTH 01 DEGREES 07 MINUTES 53 SECONDS EAST, 118.53 FEET; THENCE SOUTH 88 DEGREES 52 MINUTES 07 SECONDS WEST, 100.00 FEET; THENCE SOUTH 01 DEGREES 07 MINUTES 53 SECONDS EAST, 219.0 FEET TO A LINE DRAWN SOUTH 88 DEGREES 52 MINUTES 07 SECONDS WEST FROM A POINT ON SAID CENTER LINE WHICH IS 611.12 FEET SOUTHERLY OF SAID POINT "A"; THENCE SOUTH 88 DEGREES 52 MINUTES 07 SECONDS WEST, 859.67 FEET TO AN OLD CLAIM LINE; THENCE NORTH 11 DEGREES 59 MINUTES 56 SECONDS EAST ALONG SAID OLD CLAIM LINE 645.91 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 05 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 05 SECONDS EAST, 838.91 FEET TO THE POINT OF BEGINNING, IN THE UNITED CITY OF THE VILLAGE OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

EXCEPT PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83): COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH 87 DEGREES 29 MINUTES 43 SECONDS WEST 199.803 METERS (655.52 FEET) ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5 TO THE TANGENT CENTERLINE OF FAP 326 (IL 47) EXTENDED FROM THE SOUTH; THENCE SOUTH 03 DEGREES 54 MINUTES 29 SECONDS EAST 216.984 METERS (711.89 FEET) ALONG SAID TANGENT CENTERLINE AND CENTERLINE OF FAP 326 (IL 47); THENCE SOUTH 86 DEGREES 05 MINUTES 31 SECONDS WEST 18.288 METERS (60.00 FEET) TO THE POINT OF BEGINNING, BEING ON THE WESTERLY EXISTING RIGHT OF WAY LINE OF FAP 326 (IL 47); THENCE SOUTH 03

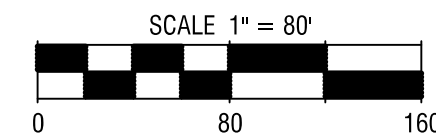
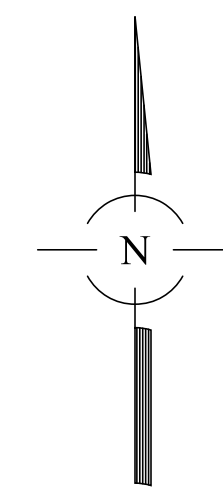
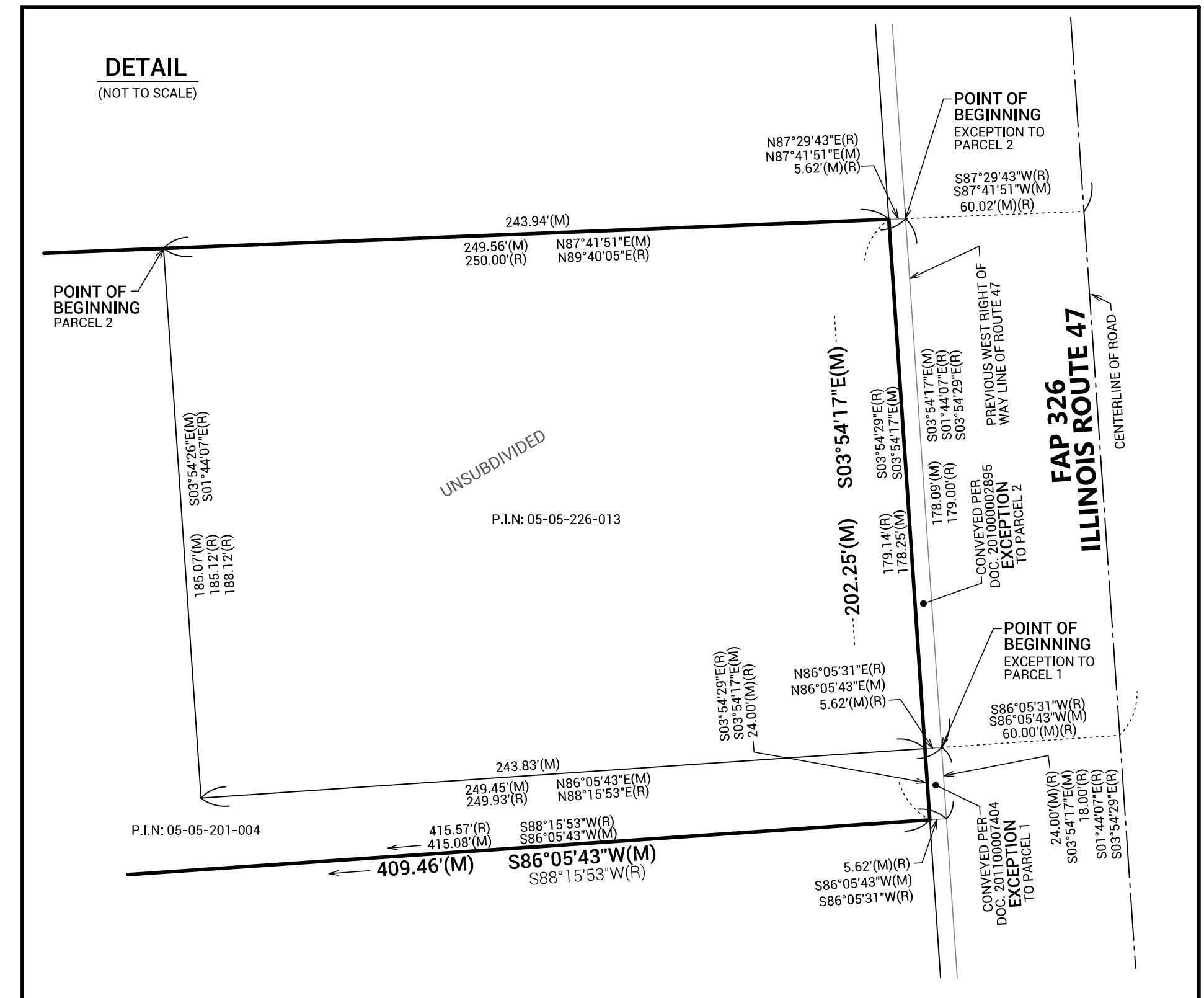
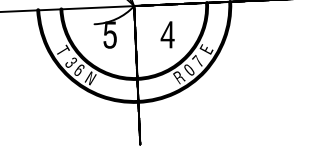
DEGREES 54 MINUTES 29 SECONDS EAST 7.315 METERS (24.00 FEET) ALONG SAID WESTERLY EXISTING RIGHT OF WAY LINE; THENCE SOUTH 86 DEGREES 05 MINUTES 31 SECONDS WEST 1.712 METERS (5.62 FEET); THENCE NORTH 03 DEGREES 54 MINUTES 29 SECONDS WEST 7.315 METERS (24.00 FEET); THENCE NORTH 86 DEGREES 05 MINUTES 31 SECONDS EAST 1.712 METERS (5.62 FEET) TO THE POINT OF BEGINNING, SITUATED IN THE UNITED CITY OF YORKVILLE, COUNTY OF KENDALL AND STATE OF ILLINOIS, HEREBY RELEASING AND WAIVING ALL RIGHT UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE.

BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 5,
TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

P.I.N.:
05-05-201-004
05-05-226-013



POINT OF COMMENCEMENT
NORTHEAST CORNER OF
THE NORTHEAST QUARTER
OF SECTION 05-36-07
FOUND HOLE IN
ASPHALT AT CORNER
W/TIES MATCHING
MONUMENT RECORD
201000018328



BASIS OF BEARINGS:
BEARINGS SHOWN HEREON ARE BASED ON NAD83
ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE
(2011 ADJUSTMENT) AND NAVD88 (GEOID 12B) UTILIZING
GNSS EQUIPMENT AND TopNETlive RTK NETWORK.

**FOR REVIEW
PURPOSES ONLY**

SHEET INDEX
SHEET 1 - UNDERLYING BOUNDARY
SHEET 2 - SUBDIVISION LOT CONFIGURATION
SHEET 3 - CERTIFICATES AND PROVISIONS

[illegible]

Morris Office
224 1/2 N. Liberty Street
Morris, Illinois 60450
Phone: (815) 941-0260

paceco
Civil Engineering & Surveying
Rosemont, IL - Morris, IL - Indianapolis, IN



LENAME:
967SUB-01

DATE:
5/30/2025

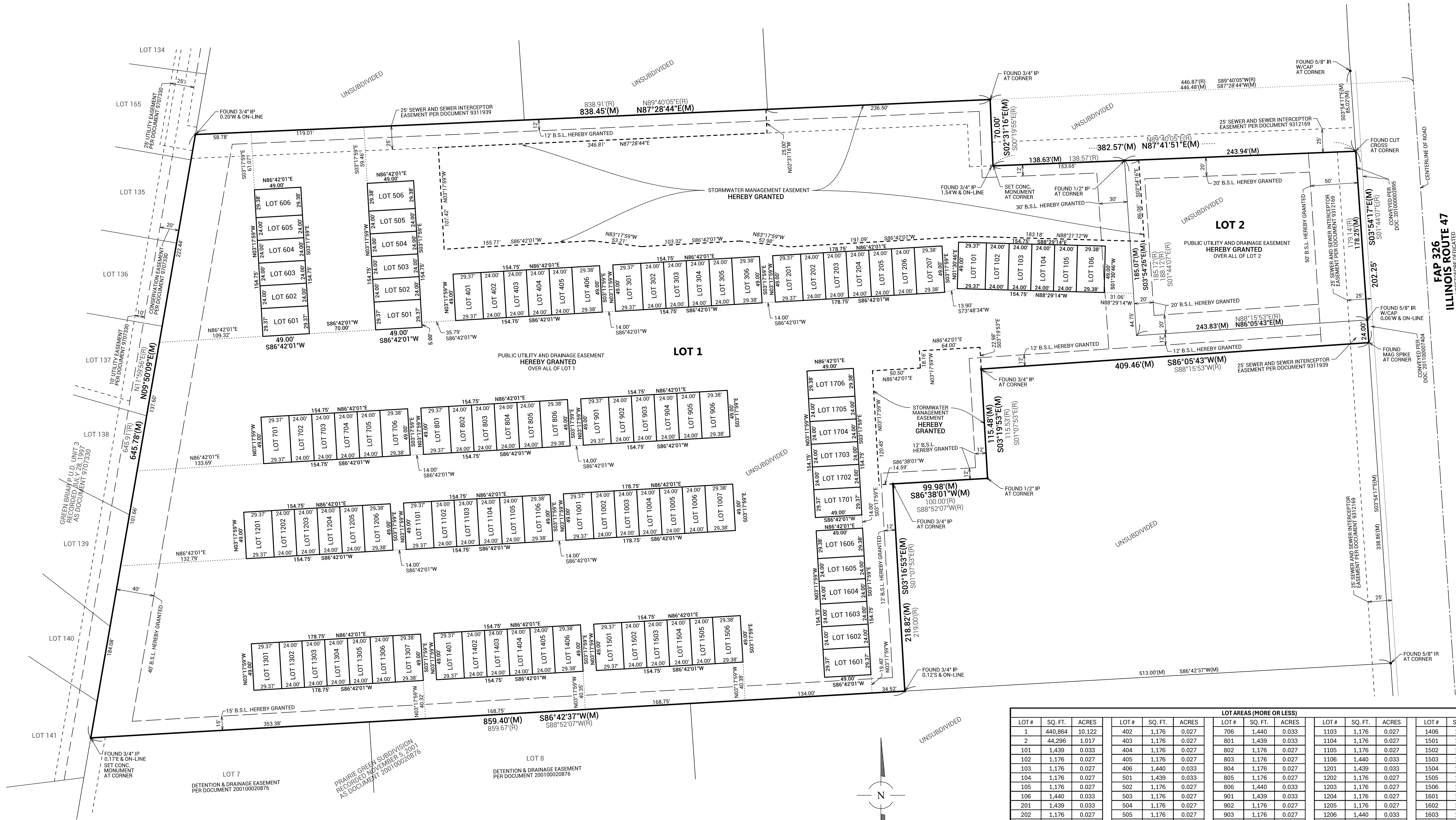
OB NO.
967

SHEET
1 OF 3

FINAL PLAT OF
FOX HAVEN SUBDIVISION

BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 5,
TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

P.L.N.:
05-05-201-004
05-05-226-013



NOTE:
B.S.L. = BUILDING SETBACK LINE
(M) = MEASURED DIMENSION
(R) = RECORD DIMENSION
(M) = (R) UNLESS OTHERWISE NOTED

CROSS ACCESS EASEMENT
A CROSS ACCESS EASEMENT OVER PRIVATE DRIVEWAYS AND SIDEWALKS
ON LOT 1 AND 2 IS HEREBY GRANTED FOR THE BENEFIT OF ALL LOTS WITHIN
THIS SUBDIVISION.

BASIS OF BEARINGS:
BEARINGS SHOWN HEREON ARE BASED ON NAD83
ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE
(2011 ADJUSTMENT) AND NAVD88 (GEOID 12B) UTILIZING
GNSS EQUIPMENT AND TopNETIVE RTK NETWORK.

LOT #			LOT #			LOT AREAS (MORE OR LESS)			LOT #			LOT #		
LOT #	SQ. FT.	ACRES	LOT #	SQ. FT.	ACRES	LOT #	SQ. FT.	ACRES	LOT #	SQ. FT.	ACRES	LOT #	SQ. FT.	ACRES
1	440,864	0.122	402	1,176	0.027	706	1,440	0.033	1103	1,176	0.027	1406	1,440	0.033
2	44,296	0.107	403	1,176	0.027	801	1,439	0.033	1104	1,176	0.027	1501	1,439	0.033
101	1,439	0.033	404	1,176	0.027	802	1,176	0.027	1105	1,176	0.027	1502	1,176	0.027
102	1,176	0.027	405	1,176	0.027	803	1,176	0.027	1106	1,440	0.033	1503	1,176	0.027
103	1,176	0.027	406	1,440	0.033	804	1,176	0.027	1201	1,439	0.033	1504	1,176	0.027
104	1,176	0.027	501	1,439	0.033	805	1,176	0.027	1202	1,176	0.027	1505	1,176	0.027
105	1,176	0.027	502	1,176	0.027	806	1,440	0.033	1203	1,176	0.027	1506	1,440	0.033
106	1,440	0.033	503	1,176	0.027	901	1,439	0.033	1204	1,176	0.027	1601	1,439	0.033
201	1,439	0.033	504	1,176	0.027	902	1,176	0.027	1205	1,176	0.027	1602	1,176	0.027
202	1,176	0.027	505	1,176	0.027	903	1,176	0.027	1206	1,440	0.033	1603	1,176	0.027
203	1,176	0.027	506	1,440	0.033	904	1,176	0.027	1301	1,439	0.033	1604	1,176	0.027
204	1,176	0.027	601	1,439	0.033	905	1,176	0.027	1302	1,176	0.027	1605	1,176	0.027
205	1,176	0.027	602	1,176	0.027	906	1,440	0.033	1303	1,176	0.027	1606	1,440	0.033
206	1,176	0.027	603	1,176	0.027	1001	1,439	0.033	1304	1,176	0.027	1701	1,439	0.033
207	1,440	0.033	604	1,176	0.027	1002	1,176	0.027	1305	1,176	0.027	1702	1,176	0.027
301	1,439	0.033	605	1,176	0.027	1003	1,176	0.027	1306	1,176	0.027	1703	1,176	0.027
302	1,176	0.027	706	1,440	0.033	1004	1,176	0.027	1307	1,440	0.033	1704	1,176	0.027
303	1,176	0.027	701	1,439	0.033	1005	1,176	0.027	1401	1,439	0.033	1705	1,176	0.027
304	1,176	0.027	702	1,176	0.027	1006	1,176	0.027	1402	1,176	0.027	1706	1,440	0.033
305	1,176	0.027	703	1,176	0.027	1007	1,440	0.033	1403	1,176	0.027			
306	1,440	0.033	704	1,176	0.027	1101	1,439	0.033	1404	1,176	0.027			
401	1,439	0.033	705	1,176	0.027	1102	1,176	0.027	1405	1,176	0.027			
TOTAL AREA: 617,599 SQ. FT. OR 14.178 ACRES, MORE OR LESS														

**FOR REVIEW
PURPOSES ONLY**

NO.	DATE	REMARKS
1	06/17/2025	PER CITY REVIEW

Morris Office
224 1/2 N. Liberty Street
Morris, Illinois 60450
Phone: (815) 941-0260

Spaceco
Civil Engineering & Surveying
Rosemont, IL - Morris, IL - Indianapolis, IN
spacecoinc.com

FILENAME:
13967SUB-01
DATE:
05/30/2025
JOB NO.
13967
SHEET
2 OF 3

FINAL PLAT OF FOX HAVEN SUBDIVISION

BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 5,
TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

PUBLIC UTILITY AND DRAINAGE EASEMENT

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO SBC AMERITECH, NICOR, COM ED, JONES INTERCABLE, OTHER PUBLIC UTILITIES, AND HOLDERS OF EXISTING FRANCHISES GRANTED BY THE CITY OF YORKVILLE, ILLINOIS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT" (P.U. & D.E.) TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES UNDER THE SURFACE OF THE "PUBLIC UTILITY & DRAINAGE EASEMENT", INCLUDING WITHOUT LIMITATION TO TELEPHONE CABLE, GAS MAINS, ELECTRIC LINES, CABLE TELEVISION LINES, AND ALL NECESSARY FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL, REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON.

A NON-EXCLUSIVE EASEMENT IS ALSO HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE, ILLINOIS TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE AND INSPECT FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, STORM SEWERS, SANITARY SEWERS AND ELECTRICITY, WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT", TOGETHER WITH A RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES.

THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THEIR UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO, NO PERMANENT BUILDINGS, STRUCTURES, OR OBSTRUCTIONS SHALL BE CONSTRUCTED IN, UPON, OR OVER ANY AREAS DESIGNATED AS "PUBLIC UTILITY & DRAINAGE EASEMENT", BUT SUCH AREAS MAY BE USED FOR GARDENS, SHRUBS, TREES, LANDSCAPING, DRIVEWAYS, AND OTHER RELATED PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE USES HEREIN DESCRIBED.

THE OCCUPATION AND USE OF THE NON-EXCLUSIVE EASEMENT HEREIN GRANTED AND RESERVED FOR THE ABOVE NAMED ENTITIES BY EACH OF SUCH ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH OR PRECLUDE THE OCCUPATION AND USE THEREOF BY OTHER ENTITIES FOR WHICH SUCH EASEMENTS ARE GRANTED AND RESERVED, THE CROSSING AND RECROSSING OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH, DAMAGE, OR DISTURB ANY TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO EXISTING WITHIN THE EASEMENTS BEING CROSSED OR RECROSSED, NO USE OR OCCUPATION OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL CAUSE ANY CHANGE IN GRADE OR IMPAIR OR CHANGE THE SURFACE DRAINAGE PATTERNS.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

STORMWATER MANAGEMENT EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE AND TO ITS SUCCESSORS AND ASSIGNS, OVER ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT" (abbreviated S.M.E.) ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE STORM SEWERS AND THE STORMWATER MANAGEMENT AREA, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, SANITARY SEWERS, WATER MAINS, ELECTRIC AND COMMUNICATION CABLES, CONNECTIONS, DITCHES, SWALES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK, THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SEWERS OR OTHER UTILITIES, NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT. NO CHANGE TO THE TOPOGRAPHY OR STORMWATER MANAGEMENT STRUCTURES WITHIN THE EASEMENT AREA, SHALL BE MADE WITHOUT EXPRESS WRITTEN CONSENT OF THE CITY ENGINEER, BUT SAME MAY BE USED FOR PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

THE OWNER OF THE PROPERTY SHALL REMAIN RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER MANAGEMENT AREA AND APPURTENANCES. THE UNITED CITY OF YORKVILLE WILL PERFORM ONLY EMERGENCY PROCEDURES AS DEEMED NECESSARY BY THE CITY ENGINEER OF THE UNITED CITY OF YORKVILLE.

CITY PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE PLANNING AND ZONING COMMISSION OF THE UNITED CITY OF YORKVILLE.

ILLINOIS, THIS ____ DAY OF _____, 20____.

CHAIRMAN

CITY ADMINISTRATOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKVILLE, ILLINOIS.

THIS ____ DAY OF _____, 20____.

CITY ADMINISTRATOR

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS.

BY ORDINANCE No. _____, AT A MEETING HELD THIS ____ DAY OF _____, 20____.

CITY CLERK

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS.

THIS MEETING HELD THIS ____ DAY OF _____, 20____.

MAYOR

CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

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

DATED AT YORKVILLE, ILLINOIS, THIS ____ DAY OF _____, 20____.

CITY ENGINEER

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

THIS IS TO CERTIFY THAT 1115 LLC IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED FOREGOING SURVEYOR'S CERTIFICATE AND HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

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

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

DATED THIS ____ DAY OF _____, A.D. 20____.

1115 LLC
OWNER

ADDRESS

BY: _____

BY: _____

PRINTED NAME

PRINTED NAME

TITLE

TITLE

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ OF 1115 LLC IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER(S) APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE ANNEXED PLAT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

DATED THIS ____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC

DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

WE, _____, REGISTERED PROFESSIONAL ENGINEER AND _____, OWNER (OR HIS/HER ATTORNEY) SUBMIT THE TOPOGRAPHICAL AND PROFILE STUDIES AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.

DATED THIS ____ DAY OF _____, A.D. 20____.

OWNER(S) OR DULY AUTHORIZED ATTORNEY

REGISTERED PROFESSIONAL ENGINEER

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S

OFFICE OF KENDALL COUNTY, ILLINOIS, ON THIS ____ DAY OF _____, 20____, AT _____ O'CLOCK ____M.

KENDALL COUNTY RECORDER

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

THIS IS TO CERTIFY THAT I, _____, COUNTY CLERK FOR THE COUNTY AFORESAID, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE REAL ESTATE DESCRIBED IN THE FOREGOING CERTIFICATE.

DATED THIS ____ DAY OF _____, 20____.

COUNTY CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF GRUNDY)

WE, SPACECO, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-001157, DO HEREBY CERTIFY AT THE REQUEST OF THE OWNER THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED THE FOLLOWING PROPERTY:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE SOUTH 87 DEGREES 29 MINUTES 21 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 655.52 FEET TO THE TANGENT CENTER LINE OF ILLINOIS STATE ROUTE NO. 47, BEING ALSO THE WEST LINE OF FOX INDUSTRIAL PARK, UNIT 1, YORKVILLE, KENDALL COUNTY, ILLINOIS, EXTENDED FROM THE SOUTH; THENCE SOUTH 03 DEGREES 54 MINUTES 17 SECONDS EAST ALONG SAID EXTENDED TANGENT CENTER LINE AND SAID TANGENT CENTER LINE, 463.33 FEET TO A POINT; THENCE SOUTH 87 DEGREES 28 MINUTES 44 SECONDS WEST, 446.46 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 07 DEGREES 31 MINUTES 16 SECONDS EAST, 70.00 FEET; THENCE NORTH 87 DEGREES 41 MINUTES 51 SECONDS EAST, 382.57 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 47 AS CONVEYED BY WARRANTY DEED RECORDED ON FEBRUARY 10, 2010 AS DOCUMENT 201000002885 AND WARRANTY DEED RECORDED ON MAY 5, 2011 AS DOCUMENT 201100007404; THENCE SOUTH 03 DEGREES 54 MINUTES 17 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 202.25 FEET; THENCE SOUTH 86 DEGREES 05 MINUTES 43 SECONDS WEST, 405.46 FEET; THENCE SOUTH 03 DEGREES 19 MINUTES 53 SECONDS EAST, 115.48 FEET; THENCE SOUTH 86 DEGREES 38 MINUTES 01 SECONDS WEST, 99.98 FEET; THENCE SOUTH 03 DEGREES 16 MINUTES 53 SECONDS EAST, 218.82 FEET; THENCE SOUTH 86 DEGREES 42 MINUTES 37 SECONDS WEST, 859.40 FEET TO AN OLD CLAIM LINE, ALSO BEING THE EASTERLY LINE GREEN BRAR F.D.D. UNIT 3 ACCORDING TO THE PLAT THEREOF RECORDED ON JULY 28, 1997 AS DOCUMENT 9707330; THENCE NORTH 09 DEGREES 50 MINUTES 09 SECONDS EAST ALONG SAID EASTERLY LINE, 645.78 FEET; THENCE NORTH 87 DEGREES 28 MINUTES 44 SECONDS EAST, 838.45 FEET TO THE POINT OF BEGINNING, IN THE UNITED CITY OF THE VILLAGE OF YORKVILLE, KENDALL COUNTY, ILLINOIS, BEING THE SAME LAND AS DESCRIBED IN WARRANTY DEEDS RECORDED ON APRIL 21, 2025 AS DOCUMENTS 202500004696 AND 202500004695.

WE FURTHER CERTIFY THAT THE LAND IS WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE, ILLINOIS WHICH HAS ADOPTED A CITY COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

WE FURTHER CERTIFY, BASED UPON A REVIEW OF THE FLOOD INSURANCE RATE MAP (F.I.R.M.) NUMBER 17093C0039H WITH MAP REVISED JANUARY 8, 2014, IT IS OUR CONSIDERED OPINION THAT THIS PROPERTY LIES WITHIN "ZONE X" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY SAID F.I.R.M. MAP.

WE FURTHER CERTIFY THAT WE HAVE SET ALL SUBDIVISION MONUMENTS AND DESCRIBED THEM ON THIS FINAL PLAT AS REQUIRED BY THE PLAT ACT (765 ILLINOIS COMPILED STATUTES 205/0.01 ET SEQ.).

WE FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY AND SUBDIVISION, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, AS APPLICABLE TO PLATS OF SUBDIVISION.

GIVEN UNDER OUR HAND AND SEAL THIS ____ DAY OF _____, 2025, IN MORRIS, ILLINOIS.

JOSHUA M. SCHROEDER, I.P.L.S. No. 035-4121
LICENSE EXPIRES: 11-30-2026
jschroeder@spacecoinc.com

FOR REVIEW
PURPOSES ONLY

NO.	DATE	REMARKS
1	06/17/2025	PER CITY REVIEW

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224 1/2 N. Liberty Street
Morris, Illinois 60450
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FILENAME:
13967SUB-01

DATE:
05/30/2025

JOB NO.
13967

SHEET
3 OF 3



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

June 16, 2025

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

Re: Fox Haven
Final Plat Review – 1st Submittal
United City of Yorkville

Dear Krysti:

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

- Final Plat of Subdivision (3 sheets) dated May 30, 2025, and prepared by Spaceco

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:

1. The legal description in the surveyor's certificate should be a metes and bounds description of the measured subdivision boundary. Remove all others.
2. Use the standard County Clerk's certificate.
3. Remove the first easement provision from the plat. Some language conflicts with the standard Public Utility and Drainage Easement provisions.
4. Remove the Nicor easement provisions. Nicor is covered in the Public Utility and Drainage Easement.
5. The storm, water main and sanitary crossing within Lot 2 are not in easements. A blanket Public Utility and Drainage Easement should also be provided across Lot 2.
6. On Sheet 1, label the bearing and distance for the west line of Lot 1.

7. Additional comments may be forthcoming upon review of the final engineering plans.

The plat should be resubmitted for further review. 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 Ratosh, 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)
Building Department (via email) Bzpermits@yorkville.il.us
Ms. Jori Behland, City Clerk (via email)
Mr. Patrick Winninger, Winninger Excavating (via email)
Mr. Dave Schultz, HR Green (via email)
GPH, TNP, PGW2, EEI (via e-mail)



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

July 9, 2025

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

Re: *Fox Haven*
Final Engineering Review – 1st Submittal
United City of Yorkville

Dear Krysti:

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

- Final Engineering Plans (66 sheets) dated June 24, 2025, and prepared by HR Green
- Final Plat of Subdivision (3 sheets) dated June 17, 2025, and prepared by Spaceco
- Landscape Plans (10 sheets) dated June 12, 2025, and prepared by HR Green
- Stormwater Management Report dated June 2025, and prepared by HR Green
- Stormwater Permit Application
- Other supporting documents

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

General

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies.
 - a. IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction.
 - b. IEPA Water and Sanitary Sewer Construction permits.
 - c. Yorkville Bristol Sanitary District (YBSD) approval is needed for the connection of the proposed sanitary lines to the existing sanitary sewer.
 - d. United City of Yorkville Stormwater Management Permit – *submitted*

- e. IDOT for the connection to U.S. Route 47 (Bridge Street)
- 2. The comments from the attached review letter from the City's landscaping consultant must be addressed and a revised landscaping plan submitted with final engineering.
- 3. An engineer's estimate needs to be provided and must include all public improvements within the ROW including all public utilities and connections, all soil erosion and sediment control items, and all permitted stormwater items. This cost estimate will be used to determine the construction guarantee amount. In addition, a cost estimate needs to be provided for all site improvements which will be used to calculate the building permit fees.

Final Engineering Plans

Sheet C-01 – Cover Sheet

- 4. Note that the City should be called the United City of Yorkville.
- 5. Include a note that sanitary sewer must be televised prior to acceptance by the City.

Sheet C-02 – Specifications and General Notes

- 6. Note 1.E should refer to the "United City of Yorkville Unified Development Ordinance (Latest Revision)".
- 7. Note 1.F should refer to the "United City of Yorkville Stormwater Management Ordinance (Latest Revision)".
- 8. Note 4.C refers to a cross-section on Sheet C-13 that is not on that sheet.
- 9. The following lids and frames should replace the ones noted in Note 8:
 - a. T1F CL – Neenah R-1713 or EJ equivalent
 - b. Low Point in gutter line – Neenah R-3278-AL or EJ equivalent
 - c. Continuous grade in gutter line – Neenah R-3278-A or EJ equivalent
 - d. T1F OL in locations other than the gutter line – Neenah R-2504 or EJ equivalent

Sheet C-04 – Specifications and General Notes

- 10. The site benchmarks are blank.
- 11. Note 22 should refer to the "United City of Yorkville Unified Development Ordinance (Latest Revision)".

Sheet C-05 – Typical Section

- 12. Curb and gutter must be B6.12 per the UDO.

Sheet C-08 – Overall Site Plan

13. The apron and depressed curb for the commercial driveway for Lot 2 should be constructed in conjunction with Road 100. This will eliminate the need to R&R the curb and patch the pavement in the future.
14. Depressed curb & gutter should be extended through the parking spaces that are adjacent to Roads 100, 200 & 300. The depressed curb will serve to delineate between the publicly maintained roadways and the parking spaces, which will be maintained by the HOA.
15. "NO PARKING" signage should be installed at the south limit of Roadway 300 and at the north limit of the driveway between Units 5 & 6.
16. The "apron" for the driveway between Units 5 & 6 should be flared or a radius installed.

Sheet C-09-C-13 – Detailed Site Plans

17. Curb and gutter must be B6.12 per the UDO.
18. If trash enclosures are needed for the units, they should be included in the plans.

Sheet C-14 – Roadway Plan and Profile – 100 Road

19. The PVI elevation at station 99+75+/- should be specified.

Sheet C-18 – Roadway Plan and Profile – 200 Road

20. The high point elevation at station 202+75 is shown to be 670.44. During overflow conditions, water will pond up and behind the sidewalk in front of Units 12 C thru F and Units 13 A thru C.

Sheet C-22 – Overall Utility Layout Plan

21. The plan callouts for water main tags 100 & 306 seem to be missing.
22. There is a plan callout for water main tag 207, but no information provided in the legend.
23. The minimum cover for water main in the General Utility notes should be 5'-6".
24. The water valve on the 6" service is not labeled.
25. Dead-end water mains are not allowed. We recommend that the sanitary sewer serving Units 5 & 6 be relocated to the centerline of the driveway. A looped water main can then be run along each edge of the driveway in front of Units 5 and 6.
26. An additional valve is needed on the water main tee at the intersection of Roads 200 & 300.
27. Some streetlights are conflicting with the water main. Streetlights should be on the opposite side of the street of the water main.
28. A second connection for the water main must be provided to serve the development.

- 29. The photometric plan referenced should be submitted for review.
- 30. Sump pump connections should be shown if homes are to have basements.

Sheet C-23 – Overall Grading – Storm Sewer Layout Plan

- 31. The stormwater management basins will need to have an outfall to prevent flooding of the neighboring property and eliminate nuisance flows.
- 32. Overland overflow routes should be shown on the overall grading plan and on the individual detailed grading sheets.

Sheet C-24 – Storm Sewer Tag Sheet

- 33. For structure #100, the flared end section is called out as a 15", but the connecting storm sewer is an 18". Confirm the correct size.
- 34. Confirm the size of the 12" storm sewer #1505. The downstream storm sewer, #1503, is an 18" and there are no other pipes coming into structure #1504 to warrant a size change.
- 35. Storm sewer #723 is called out with a negative slope and the direction on C-23 is pointing in the opposite direction.

Sheet C-25 – Utility Plan and Profile – 100 Road

- 36. The sheet references on the legend are not correct.
- 37. Storm sewer #1116 should be water main quality PVC due to its crossing over the proposed water main.

Sheet C-26 – Utility Plan and Profile – 100 Road

- 38. Watermain should be encased under the storm sewer crossing at station 104+00.

Sheet C-27 – Utility Plan and Profile – 100 Road

- 39. Watermain should be encased under the storm sewer crossings at station 107+40, 109+30 and 111+20.

Sheet C-28 – Utility Plan and Profile – 100 Road

- 40. The water valve on the 6" service is not labeled.
- 41. The profile drawing should specify a minimum of 18" vertical separation between proposed watermain and the existing sanitary sewer.

Sheet C-29 – Utility Plan and Profile – 200 Road

- 42. Storm sewer #1200 should be water main quality PVC due to its crossing over the proposed water main OR the waterman should be encased under the crossing.

Sheet C-30 – Utility Plan and Profile – 200 Road

- 43. Storm sewer #1300 should be water main quality PVC due to its crossing over the proposed water main OR the watermain should be encased under the crossing.
- 44. Storm sewer #352 should be water main quality PVC due to its two crossings over the proposed water main.
- 45. Water main will need to be encased as it crosses under the sanitary sewer. The profile drawing should specify a minimum of 18" vertical separation.

Sheet C-31 – Utility Plan and Profile – 300 Road

- 46. The "Proposed Top of Watermain Elevation" callout is not pointing to anything.
- 47. Watermain should be encased under the storm sewer crossing at station 302+80.
- 48. Storm sewer #311 should be water main quality PVC.
- 49. The profile drawing should specify a minimum of 18" vertical separation over the sanitary sewer crossing at station 303+50.
- 50. Structure #308 should be 5' diameter.

Sheet C-33 – Utility Plan and Profile – 600 Side Yard

- 51. The "Proposed Rear Yard Swale Profile Grade" callout is not pointing to anything.

Sheet C-34 – Utility Plan and Profile – 700 Rear Yard

- 52. The "Proposed Rear Yard Swale Profile Grade" callout is not pointing to anything.

Sheet C-39 – Utility Plan and Profile – 1100 Rear Yard

- 53. There is a low area at the west property line that will be drained by structure #1117. The highpoint of Road 100 at station 99+75 is 670.2+/- . The high point of Road 100 at station 101+25 is 670.64. The high point in the rear yard between Units 7 & 12 is 670.00. The existing 670 contour extends onto private property to the west. In order to prevent overflow and ponding onto the private property to the west, the high point elevation between Units 7 & 12 should be lowered.

Sheet C-48 – Detailed Grading Plan

- 54. The driveway for Unit 8-F is 9.42%. Driveway slopes should be less than 8%.
- 55. The driveway for Unit 5-A is 1.15%. Driveway slopes should be more than 2%.
- 56. The driveway for Unit 6-F is 1.24%. Driveway slopes should be more than 2%.

57. There is an overland flow route between Units 1 & 2. A cross-section should be provided for the swale as well as additional spot grades at the sidewalk to ensure it is lower than the back of curb. Conveyance calculations for swale should be included in the Drainage Report.

Sheet C-49 – Detailed Grading Plan

58. The driveway for Unit 9-F is 8.17%. Driveway slopes should be less than 8%.
59. The driveway for Unit 17-F is 8.04% & 9.37%. Driveway slopes should be less than 8%.
60. The driveway for Unit 3-F is 1.50%. Driveway slopes should be more than 2%.
61. The driveway for Unit 2-G is 1.64%. Driveway slopes should be more than 2%.
62. There is an overland flow route between Unit 1 & the commercial outlot. Additional spot grades should be provided at the sidewalk.

Sheet C-51 – Detailed Grading Plan

63. The driveway for Unit 10-G is 1.48% and 1.75%. Driveway slopes should be more than 2%.
64. The driveway for Unit 10-F is 1.84%. Driveway slopes should be more than 2%.
65. The driveway for Unit 10-A is 8.09%. Driveway slopes should be less than 8%.
66. The driveway for Unit 15-A is 1.37% and 1.71%. Driveway slopes should be more than 2%.
67. The driveway for Unit 16-A is 1.09% and 1.69%. Driveway slopes should be more than 2%.
68. The driveway for Unit 17-A is 0.71%. Driveway slopes should be more than 2%.

Sheet C-52 – Overall Restoration Plan

69. Stone rip-rap is needed at the pipe outfall from Outlot A.

Sheet C-57 to C-66 – Standard Construction Details

70. Restrictor Overflow Structure: A 25-year restrictor is no longer required by the City. Also, the frames on the structure should be specified to have open lids.
71. Curtain Wall Detail: The length and HWL noted on the details differ from what is shown on the table on the detail.
72. Use the City's street light detail.
73. Include the City's fire hydrant detail.
74. Include the City's water service detail.

Stormwater Management Report and Permit Application

- 75. The report should be signed and sealed by a Professional Engineer prior to final approval.
- 76. The City no longer has a release requirement for the 25-year storm.
- 77. The stormwater management basins will be required to have an outfall to prevent flooding of the neighboring property.
- 78. The inlet capacity calculation sheets are using Bulletin 70 rainfall instead of Bulletin 75.
- 79. The storm sewer IDs in the calculations should match the IDs on the plans.
- 80. The storm sewers with line ID 1501-1505 are over capacity.
- 81. The stormwater permit application is acceptable.

Plat of Subdivision

- 82. The plat has been reviewed and is found to be acceptable.

The plans should be resubmitted for further review. 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)
Building Department (via email) Bzpermits@yorkville.il.us
Ms. Jori Behland, City Clerk (via email)
Mr. Patrick Winninger, Winninger Excavating (via email)
Mr. Dave Schultz, HR Green (via email)
GPH, TNP, PGW2, EEI (via e-mail)

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

8755 W. HIGGINS ROAD, SUITE 835

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (773) 693-9200

July 2, 2025

Pamela Whitfield, PE, CFM
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Project No.: 21-0275 AV

Re: Landscape Plan Review
Fox Haven

Dear Pamela:

We have completed our first landscape plan review of the proposed Fox Haven development located at 1115 S. Bridge Street in Yorkville.

Landscape Plan – NOT RECOMMENDED FOR APPROVAL

This landscape plan is not recommended for approval. If there are any changes to the proposed project, additional comments may be provided. Please note that the requirements of each section are in addition to the requirements of all other sections of the ordinance (i.e., trees and other plant materials cannot be "double counted" to meet multiple requirements).

Building Foundation Landscape Zone

A Building Foundation Landscape Zone, consisting of 5 square feet of landscape area per linear foot of building frontage, is required along front and side yards per the UDO. Little to no foundation plantings are shown within side yards. The foundation planting plans do not specify plant species. Rather, they call out small, medium, and large shrubs and refer to the plant schedule on sheet L-01, but the referenced plant schedule does not include small, medium, and large shrub categories. Building Foundation landscape requirements are not met.

Parking Area Perimeter Landscape Zone

No off-street parking lots were found on the plans; therefore, these requirements do not apply to this project.

Parking Area Interior Landscape Zone

No off-street parking lots were found on the plans; therefore, these requirements do not apply to this project.

Transition Zone

A Type B Transition Zone is required along the eastern end of the north property edge where it abuts office land use. A Type C Transition Zone is required along the west side of the property where it abuts single family land use. A Type A Transition Zone is required along the western end of the south property edge where it abuts multifamily land use. A Type D Transition Zone is required along the eastern end of the south property edge and the east property edge where it abuts light industrial land use. Transition Zone requirements are not met

Species Diversity Requirements

Species diversity requirements cannot be assessed at this time and will be confirmed after all other requirements have been met.

Minimum Plant Size Requirements

Minimum plant size requirements are not met for shrubs; container size is given but minimum 2' height or spread is required.

Tree Preservation and Removal

A tree survey that includes botanic and common name of all trees 4" DBH and larger is required. The provided tree survey does not indicate botanic or common names, only "shade tree" or "evergreen tree." Also, a review of Google Earth imagery suggests there are many existing trees along the western edge of the property. None of these trees are graphically represented, but a note reading "Exist. Tree Line Mass to be Preserved – Too Many To Survey" was found in the page. The tree survey suggests replacement trees are provided but they are not differentiated on the landscape plan. Requirements not met.

Street Trees

A minimum of one canopy tree is required for every 40 linear feet of parkway. These trees are in addition to those required in other zones which may abut streets. Requirements not met.

General

A hatch symbol labeled "Native Seed" is widely used across the site. While we applaud the proposed use of native vegetation, it is shown right up to proposed buildings, patios, and roadways, which may not be desirable. Also, no species list or seeding rate is given.

A hatch symbol labeled "Detention Seeding" is shown. No species list or seeding rate is given.

1-1.5" decorative rock is specified between driveway aprons. Stone mulch is not considered an acceptable ground cover.

The evergreen southwestern white pine is not grown in northeastern Illinois.

Leadplant is identified as a shrub but is generally recognized as a perennial plant.

The shrubs western sagebrush, blue mist spirea, and Apache plume are not grown in northeastern Illinois.

Pamela Whitfield
Fox Haven
July 2, 2025
page 3

Common snowberry is listed as an evergreen shrub but is a deciduous shrub.

Wetlands

A review of Google Earth and Google Streetview imagery suggests there are no wetlands on this site.

SUMMARY

This review was based upon the following documents, pursuant to relevant landscape requirements of the City's Unified Development Ordinance and Wetland Regulations.

- Landscape Plans; 10 sheets; prepared by HR Green; dated 6/12/2025

Let us know if there are any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Pollowy". The signature is written in a cursive, flowing style.

Tim Pollowy, RLA (IL & WI)
Senior Landscape Architect

**ITEMS REQUIRED PRIOR TO EARTHWORK
UNITED CITY OF YORKVILLE**

1. Stormwater Management Report approved and permit issued by the City.
2. Approved Grading and Soil Erosion Sedimentation Control Plans.
3. Existing floodplain and/or floodway areas must be clearly identified on site.
4. Existing wetland areas and required buffer zones must be clearly identified on-site.
5. Agency Approvals
 - Transportation Permits (for construction access only)
 - IDNR and IHPA environmental sign-offs
 - IEPA NOI
 - Army Corps
6. Performance Guarantee on file with the City.
7. If final plat not recorded, indemnification letter from Developer acknowledging that they are proceeding at their own risk.
8. Pre-Construction Conference with City



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

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2025-08

Agenda Item Summary Memo

Title: Public Works and Parks Department Facility Update

Meeting and Date: City Council – July 22, 2025

Synopsis: The attached Field Observation Report and Construction Contingency

Adjustment Log will be discussed at the meeting.

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:

FIELD OBSERVATION REPORT

CLIENT: United City of Yorkville
PROJECT: New Public Works Facility
PROJECT NO. 21-182-1370

FIELD REPORT NO.	04	REPORT DATE:	July 16, 2025
OBSERVATION DATE:	July 16, 2025	WEATHER:	Clear
OBSERVATION TIME:	7:40 AM	TEMPERATURE:	77 degrees F
EST. % COMPLETE:	10%	CONFORMANCE WITH SCHEDULE:	YES

PRESENT AT SITE:

Construction Manager (1), Electric Contractors (2), Kluber (1), Civil (3)

OBSERVATIONS:

1. All interior piers and leveling plates have been installed.
2. Exterior piers are still waiting to be formed.
3. Material Storage bins and brine building wall reinforcement placements are underway.
4. Formwork for the (4) eastern most material storage bins is in place ready for concrete pour.
5. Footing work for dry pad area has not yet begun.

ACTION REQUIRED:

None.

CONTRACTOR QUESTIONS:

None.

ATTACHMENTS: Photos (001 through 007)

REPORT BY: Kyle Gensler

Page 1 of 8

FIELD OBSERVATION REPORT

CLIENT:
PROJECT:
PROJECT NO.

United City of Yorkville
New Public Works Facility
21-182-1370



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 04

PHOTO NUMBER: 001

PHOTO DATE: July 16, 2025

PHOTO AUTHOR: Kyle Gensler

LOCATION: Overall Site view

COMMENTS:

COMMENTS AUTHOR: Kyle Gensler

All interior column piers and setting plates have been cast and installed. Exterior piers still have to be formed.

REPORT BY: Kyle Gensler

Page 2 of 8

FIELD OBSERVATION REPORT

CLIENT:
PROJECT:
PROJECT NO.

United City of Yorkville
New Public Works Facility
21-182-1370



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 04

PHOTO NUMBER: 002

PHOTO DATE: July 16, 2025

PHOTO AUTHOR: Kyle Gensler

LOCATION: Interior column pier leveling plates and bolts

COMMENTS:

COMMENTS AUTHOR: Kyle Gensler

Interior column pier leveling plates and bolts have begun to be painted for protection.

REPORT BY: Kyle Gensler

Page 3 of 8

FIELD OBSERVATION REPORT

CLIENT:
PROJECT:
PROJECT NO.

United City of Yorkville
New Public Works Facility
21-182-1370



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 04

PHOTO NUMBER: 003

PHOTO DATE: July 16, 2025

PHOTO AUTHOR: Kyle Gensler

LOCATION: Interior column pier leveling plates and bolts

COMMENTS:

COMMENTS AUTHOR: Kyle Gensler

Interior column pier leveling plates and bolts have begun to be painted for protection, some in the process of being completed.

REPORT BY: Kyle Gensler

Page 4 of 8



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 04

PHOTO NUMBER: 004

PHOTO DATE: July 16, 2025

PHOTO AUTHOR: Kyle Gensler

LOCATION: Material Storage Bins

COMMENTS:

COMMENTS AUTHOR: Kyle Gensler

The (4) eastern bays of the material storage bins have their reinforcement and formwork in place in preparation of wall pours.

REPORT BY: Kyle Gensler

Page 5 of 8



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 04

PHOTO NUMBER: 005

PHOTO DATE: July 16, 2025

PHOTO AUTHOR: Kyle Gensler

LOCATION: Material Storage Bins

COMMENTS:

COMMENTS AUTHOR: Kyle Gensler

The (4) eastern bays of the material storage bins have their reinforcement and formwork in place in preparation of wall pours.

REPORT BY: Kyle Gensler

Page 6 of 8

FIELD OBSERVATION REPORT

CLIENT:
PROJECT:
PROJECT NO.

United City of Yorkville
New Public Works Facility
21-182-1370



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 04

PHOTO NUMBER: 006

PHOTO DATE: July 16, 2025

PHOTO AUTHOR: Kyle Gensler

LOCATION: Material Storage Bins

COMMENTS:

Brine building wall reinforcement placement is underway.

COMMENTS AUTHOR: Kyle Gensler

REPORT BY: Kyle Gensler

Page 7 of 8



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 04

PHOTO NUMBER: 007

PHOTO DATE: July 16, 2025

PHOTO AUTHOR: Kyle Gensler

LOCATION: Dry Pad Area

COMMENTS:

COMMENTS AUTHOR: Kyle Gensler

Footing forming and reinforcement has not begun for this area.

REPORT BY: Kyle Gensler

Page 8 of 8

Yorkville Public Works Construction Contingency Adjustment Log							
NO.	DATE ISSUED	DESCRIPTION	ADJUSTMENT	TOTAL	UPDATED CONTINGENCY	DATE RETURNED	COMMENTS
ORIGINAL CONSTRUCTION CONTINGENCY					\$	1,249,598.00	
APRIL 2025							
CA 01	4/17/2025	Per plan changes dated 3/25/25, increase diameter of Structures 10 & 27 from 5' to 6'.	\$ (2,252.80)	\$ (2,466.82)	\$ 1,247,131.18	4/17/2025	
		RCW Markup	\$ (214.02)				
CA 02	4/17/2025	Per City request, change 2" water service from Type K copper to Pex with tracer wire.	\$ 3,998.50	\$ 3,998.50	\$ 1,251,129.68	4/17/2025	
		RCW Markup	\$ -				
MAY 2025							
CA 03	5/1/2025	Time spent locating existing water main as it was not shown accurately on the Drawings. Work also included relocating the topsoil pile due to new water main connection. Add 40' of 8" DI and (2) 45 bends for new connection location. Change casting on Catch Basin 26 from Type 1 as noted to a Type 11 curb unit.	\$ (7,337.75)	\$ (8,034.84)	\$ 1,243,094.84	5/1/2025	
		RCW Markup	\$ (697.09)				
CA 04	5/15/2025	Revise storm water drainage system per Revision 5. Work included the addition of 16' of 36" RCP, (1) 36" FES, rip rap and connection to STR 27.	\$ (10,898.00)	\$ (11,933.31)	\$ 1,231,161.53	5/15/2025	
		RCW Markup	\$ (1,035.31)				
JULY 2025							
CA 05	6/18/2025	Per response to RFI 2, provide ventilation in elevator shaft through roof.	\$ (10,291.50)	\$ (11,269.19)	\$ 1,219,892.34	6/26/25	
		RCW Markup	\$ (977.69)				
Yorkville Public Works Owner Contingency Adjustment Log							
NO.	DATE ISSUED	DESCRIPTION	ADJUSTMENT	TOTAL	UPDATED CONTINGENCY	DATE RETURNED	COMMENTS
ORIGINAL OWNER'S CONTINGENCY					\$	499,839.00	
JULY 2025							
OA 01	6/25/2025	Per RFI-006, provide Yorkville Mix (4,500 psi with fibers) in exterior concrete walks and aprons only.	\$ (11,400.00)	\$ (12,483.00)	\$ 487,356.00	6/26/2025	
		RCW Markup	\$ (1,083.00)				
Yorkville Public Works Risk Reserve Adjustment Log							
NO.	DATE ISSUED	DESCRIPTION	ADJUSTMENT	TOTAL	UPDATED CONTINGENCY	DATE RETURNED	COMMENTS
ORIGINAL RISK RESERVE CONTINGENCY					\$	750,000.00	



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

Agenda Item Number

Mayor's Report #5

Tracking Number

CC 2025-09

Agenda Item Summary Memo

Title: Lake Michigan Water Project Update

Meeting and Date: City Council – July 22, 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.

