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

AGENDA
CITY COUNCIL MEETING
Tuesday, September 23, 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	WARD II	WARD III	WARD IV
Ken Koch	Arden Joe Plocher	Chris Funkhouser	Rusty Corneils
Dan Transier	Craig Soling	Matt Marek	Rusty Hyett

Establishment of Quorum:

Amendments to Agenda:

Presentations:

1. Yorkville Police Department and Kendall County Health Department Presentation on Homelessness

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – September 9, 2025
2. Bill Payments for Approval

   $ 5,460,542.44 (vendors)
   $ 472,960.04 (payroll period ending 09/12/25)
   $ 5,933,502.48 (total)
3. PW 2025-86 Resolution Authorizing the Submission of an Application to KKCOM 2025 Call for Projects – *authorize the Mayor and City Clerk to execute*
4. PW 2025-87 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2026 Road to Better Roads Program – Design Engineering) – *authorize the Mayor and City Clerk to execute*
5. PW 2025-88 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2026 Local Road Program – Design Engineering) – *authorize the Mayor and City Clerk to execute*

Consent Agenda (cont'd):

6. PW 2025-89 Resolution Approving a Change Order to a Contract to Construct a 1,500,000 Gallon Standpipe and Water Main (South Receiving Station Standpipe – Change Order No. 2) – *authorize the Mayor and City Clerk to execute*
7. PW 2025-90 Nexamp – Plat of Dedication and Grant of Easements
    a. Ordinance Accepting the Dedication of a Right of Way for Public Road Purposes *(Corneils Road) – authorize the Mayor and City Clerk to execute*
    b. Ordinance Authorizing the Acquisition of Easements for the Construction of Future Utility Improvements – *authorize the Mayor and City Clerk to execute*
8. PW 2025-91 Faxon Road and Beecher Road Reconstruction – Rejection of Bids – *authorize staff to reject the submitted bids received for the Faxon Road and Beecher Road Reconstruction*
9. PW 2025-92 Resolution Pledging Financial Commitment and Support of an Illinois Department of Transportation's Safe Routes to School (SRTS) Grant Application for Yorkville Prairie Meadows Sidewalk Gap Project – *authorize the Mayor and City Clerk to execute*

Mayor's Report:

1. CC 2025-58 Ordinance Regulating Public Camping within Corporate Boundaries and Other Actions in Connection Therewith – Discussion
2. CC 2025-70 Resolution Approving an Agreement with MC Squared Energy Services, LLC
3. CC 2025-71 Ordinance authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $225,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system.
4. CC 2025-72 Resolution Authorizing a Contract for the Removal of Hazardous Trees and Debris at Wheaton Woods Park in an Amount Not to Exceed $50,000

Public Works Committee Report:

1. PW 2025-81 Ordinance Amending the Yorkville City Code (Nuisance)
2. PW 2025-84 East Hydraulic District – ITEP Grant Phase I
    a. Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (E. Hydraulic Avenue Improvements – Phase I)
    b. Ordinance Authorizing the Fourth Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal Year Commencing on May 1, 2025 and Ending on April 30, 2026
3. PW 2025-93 Resolution Authorizing the Call of the Subdivision Bonds on Bristol Bay Subdivision Units 10, 12, and 13

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

1. PZC 2025-07 & EDC 2025-59 Project Steel – Prologis (Data Center) – Discussion
    a. Ordinance Approving a Planned Unit Development Agreement with Prologis L.P.
    b. Ordinance Authorizing the Execution of an Annexation Agreement for Certain Territory Located Generally South of Galena Road, East of Eldamain Road, and West of North Bridge Street
    c. Ordinance Approving the Rezoning to the M-2 General Manufacturing Zoning District of Certain Territory Located Generally South of Galena Road, East of Eldamain Road, and West of North Bridge Street (State Route 47)
    d. Ordinance Annexing Certain Territory Located Generally South of Galena Road, East of Eldamain Road, and West of North Bridge Street to the United City of Yorkville
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

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

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

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: October 15, 2025 – 6:00 p.m. – East Conference Room #337

Committee		Departments	Liaisons
Chairman:	Alderman Corneils	Finance	Library
Vice-Chairman:	Alderman Marek	Administration	
Committee:	Alderman Koch		
Committee:	Alderman Funkhouser		

ECONOMIC DEVELOPMENT: October 7, 2025 – 6:00 p.m. – East Conference Room #337

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

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

Committee		Departments	Liaisons
Chairman:	Alderman Funkhouser	Police	School District
Vice-Chairman:	Alderman Transier		
Committee:	Alderman Soling		
Committee:	Alderman Hyett		

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

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

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, September 23, 2025
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PRESENTATIONS:

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1. Yorkville Police Department and Kendall County Health Department Presentation on Homelessness

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CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

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1. Minutes of the Regular City Council – September 9, 2025

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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2. Bill Payments for Approval

   ☐ Approved _____

   ☐ As presented

   ☐ As amended

   ☐ Notes _____

   _____

   _____

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3. PW 2025-86 Resolution Authorizing the Submission of an Application to KKCOM 2025 Call for Projects

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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4. PW 2025-87 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2026 Road to Better Roads Program – Design Engineering)

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

☐ Removed _____

☐ Notes _____

_____

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5. PW 2025-88 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2026 Local Road Program – Design Engineering)

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

☐ Removed _____

☐ Notes _____

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6. PW 2025-89 Resolution Approving a Change Order to a Contract to Construct a 1,500,000 Gallon Standpipe and Water Main (South Receiving Station Standpipe – Change Order No. 2)

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

☐ Removed _____

☐ Notes _____

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7. PW 2025-90 Nexamp – Plat of Dedication and Grant of Easements

   a. Ordinance Accepting the Dedication of a Right of Way for Public Road Purposes *(Corneils Road)*

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

   ☐ Removed _____

   b. Ordinances Authorizing the Acquisition of Easements for the Construction of Future Utility Improvements

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

   ☐ Removed _____

   ☐ Notes _____

   _____

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8. PW 2025-91 Faxon Road and Beecher Road Reconstruction – Rejection of Bids

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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9. PW 2025-92 Resolution Pledging Financial Commitment and Support of an Illinois Department of Transportation's Safe Routes to School (SRTS) Grant Application for Yorkville Prairie Meadows Sidewalk Gap Project

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

MAYOR'S REPORT:

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1. CC 2025-58 Ordinance Regulating Public Camping within Corporate Boundaries and Other Actions in Connection Therewith – Discussion

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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2. CC 2025-70 Resolution Approving an Agreement with MC Squared Energy Services, LLC

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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3. CC 2025-71 Ordinance authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $225,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system.

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

   ☐ Removed _____

   ☐ Notes _____

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   _____

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4. CC 2025-72 Resolution Authorizing a Contract for the Removal of Hazardous Trees and Debris at Wheaton Woods Park in an Amount Not to Exceed $50,000

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

☐ Removed _____

☐ Notes _____

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PUBLIC WORKS COMMITTEE REPORT:

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1. PW 2025-81 Ordinance Amending the Yorkville City Code (Nuisance)

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

☐ Removed _____

☐ Notes _____

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2. PW 2025-84 East Hydraulic District – ITEP Grant Phase I

   a. Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (E. Hydraulic Avenue Improvements – Phase I)

   b. Ordinance Authorizing the Fourth Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal Year Commencing on May 1, 2025 and Ending on April 30, 2026

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

☐ Removed _____

☐ Notes _____

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3. PW 2025-93 Resolution Authorizing the Call of the Subdivision Bonds on Bristol Bay Subdivision Units 10,12, and 13

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

☐ Removed _____

☐ Notes _____

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PLANNING AND ZONING COMMISSION:

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1. PZC 2025-07 & EDC 2025-59 Project Steel – Prologis (Data Center) – Discussion
    a. Ordinance Approving a Planned Unit Development Agreement with Prologis L.P.
    b. Ordinance Authorizing the Execution of an Annexation Agreement for Certain Territory Located Generally South of Galena Road, East of Eldamain Road, and West of North Bridge Street
    c. Ordinance Approving the Rezoning to the M-2 General Manufacturing Zoning District of Certain Territory Located Generally South of Galena Road, East of Eldamain Road, and West of North Bridge Street (State Route 47)
    d. Ordinance Annexing Certain Territory Located Generally South of Galena Road, East of Eldamain Road, and West of North Bridge Street to the United City of Yorkville

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

☐ Removed _____

☐ Notes _____

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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

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

☐ Removed _____

☐ Notes _____

MAYOR'S REPORT (CONT'D):

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

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

☐ Removed _____

☐ Notes _____

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6. CC 2025-09 Lake Michigan Water Project Update

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

☐ Removed _____

☐ Notes _____

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ADDITIONAL BUSINESS:

CITIZEN COMMENTS:

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	☐
Community Development	☐
Purchasing	☐
Police	■
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Presentation #1

Tracking Number

Agenda Item Summary Memo

Title: Yorkville Police Department and KC Health Department Presentation on Homelessness

Meeting and Date: City Council – September 23, 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 (Name) Chief of Police (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/320/City-Council

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	☐
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – September 9, 2025

Meeting and Date: City Council – September 23, 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: Monica Cisija (Name) Administration (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/320/City-Council

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, SEPTEMBER 9, 2025

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

ROLL CALL

Deputy Clerk Cisija called the roll.

Ward I	Koch	Present
	Transier	Present
Ward II	Plocher	Present
	Soling	Present
Ward III	Funkhouser	Present
	Marek	Present
Ward IV	Corneils	Present
	Hyett	Absent

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

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

A meeting notice was posted on the City's website on the agenda, minutes, and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely:
https://us02web.zoom.us/j/89097871907?pwd=mEdI3yccDZaUNV9A72QVFVb3l0gL89.1.
The Zoom meeting ID was 890 9787 1907.

QUORUM

A quorum was established**.**

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

Attorney Bernie Weiler expressed that the data centers concern the residents. He believes the data centers will be competing with one another and would like the City to consider what this means for the community and the people living around the data centers.

Ryan Deane shared that he grew up in Yorkville and is a survival expert. He does not believe the public camping ordinance is 100 percent fair, but he does believe in policing the areas.

Alicia Castillo, a Yorkville resident, shared her concerns on the data centers. She expressed concerns that they will increase water rates, use, and consumption. Instead of data centers, she would rather see alternative options such as a school, a garden, a campground, a hospital, a roller rink or arcade, or a bookstore. She believes data centers will pull money out of the economy.

John Bryan, a Legacy Farms resident, stated that Pioneer Development, LLC was registered as an Illinois corporation in April 2025. He feels that the developer does not know what it is like to be an Illinois resident. He also expressed his concern that he wants to know who the members of the LLC are.

Emma Duclos expressed that she feels the text of the agenda is not accessible text and difficult to read. She stated she was unsure of the grocery tax and wishes to not have it. She stated she wants to know where the money is going and how it will benefit citizens.

John Joyce, a resident of Autumn Creek, shared his thoughts on the data centers. He is concerned about the noise from them. He stated the trains wake him up at night. He suggested taller berms and planting more mature trees to help reduce the noise from the data centers. He also shared his concern that properties will lose value once the data centers are built, and he feels that this will lead to less revenue for the City. He also would like to know if the data centers will be updating the roads in 20 to 30 years or will the residents be paying for it.

Keith Landovitz, a Legacy Farms resident, shared that while he is glad to see the revised site plans for Project Cardinal, he is now concerned on the phasing aspect. He feels it remains the same and is problematic. He stated that he firmly believes the forces of engineering can defeat the forces of bureaucracy.

CONSENT AGENDA

1. Minutes of the Regular City Council – August 12, 2025
2. Minutes of the Regular City Council – August 26, 2025
3. Bill Payments for Approval
   $ 833,620.83 (vendors)
   $ 187,869.61 (wire payments)
   $ 455,446.43 (payroll period ending 08/29/25)
   $ 1,476,936.87 (total)
4. QuikTrip – Dormant SSA – *approve an Ordinance Proposing the Establishment of Yorkville Special Service Area 2025-02, and to set the date of November 10, 2025 as the date for a public hearing on the proposed Special Service Area* (EDC 2025-65)
   a. **Ordinance 2025-60** Proposing the Establishment of Special Service Area Number 2025-02 in the United City of Yorkville, Kendall County, Illinois and Providing for Other Procedures in Connection Therewith (QuikTrip)
   b. Ordinance Establishing the Special Service Area Number 2025-02 in the United City of Yorkville, Kendall County, Illinois and Providing for Other Procedures in Connection Therewith (QuikTrip)
5. Costco – Dormant SSA – *approve an Ordinance Proposing the Establishment of Yorkville Special Service Area 2025-01, and to set the date of November 10, 2025 as the date for a public hearing on the proposed Special Service Area* (EDC 2025-66)
   a. **Ordinance 2025-61** Proposing the Establishment of Special Service Area Number 2025-01 in the United City of Yorkville, Kendall County, Illinois and Providing for Other Procedures in Connection Therewith (Costco)
   b. Ordinance Establishing the Special Service Area Number 2025-01 in the United City of Yorkville, Kendall County, Illinois and Providing for Other Procedures in Connection Therewith (Costco)
6. **Resolution 2025-96** Approving the Fourth Amendment to a License Agreement with AT&T Illinois – *authorize the Mayor and City Clerk to execute* (EDC 2025-68)

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

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

REPORTS

MAYOR'S REPORT

Yorkville Hometown Days Festival

Parks and Recreation Director Evans shared that the Hometown Days Festival was an outstanding weekend. This year's Hometown Days had the largest crowd turnout. The weather and carnival sales were the best and biggest the festival has ever had.

Kiwanis Yorktoberfest

Parks and Recreation Director Evans shared that Kiwanis Yorktoberfest will take place on Friday, September 26th and Saturday, September 27th.

Yorkville Storywalk

Parks and Recreation Director Evans shared that the Yorkville Educational Foundation, Y115, and the Yorkville Public Library are hosting their annual free family event at the Yorkville Storywalk on September 11, 2025, from 4:30 p.m. to 6:30 p.m. The Yorkville Storywalk is at YJWC Heartland Park (1267 Taus Circle).

Constitution Week Proclamation
(CC 2025-64)

Mayor Purcell proclaimed September 17 - 23, 2025, as Constitution Week in the United City of Yorkville (*see attached).*

Appointment to the Planning and Zoning Commission – Wally Werderich
(CC 2025-65)

Mayor Purcell entertained a motion to approve the Mayor's appointment of Wally Werderich to the Planning and Zoning Commission for a term ending May 2027. So moved by Alderman Koch; seconded by Alderman Marek.

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

Resolution 2025-97 **Declaring Certain Personal Property Surplus and Directing Disposition of Same**
(CC 2025-66)

Mayor Purcell entertained a motion to approve a Resolution Declaring Certain Personal Property Surplus and Directing Disposition of Same and authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Corneils.

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

Ordinance 2025-62 **Authorizing the Acquisition of Easements for the Construction of Improvements to the City's Water System (CayCo Easements, LLC)**
(CC 2025-67)

Mayor Purcell entertained a motion to approve an Ordinance Authorizing the Acquisition of Easements for the Construction of Improvements to the City's Water System (CayCo Enterprises, LLC) and authorize the Mayor and City Clerk to execute. So moved by Alderman Funkhouser; seconded by Alderman Soling.

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

Ordinance 2025-63 **Authorizing the Acquisition of Easements for the Construction of Improvements to the City's Water System (Bauer Templin Family Trust)**
(CC 2025-68)

Mayor Purcell entertained a motion to approve an Ordinance Authorizing the Acquisition of Easements for the Construction of Improvements to the City's Water System (Bauer Templin Family Trust) and authorize the Mayor and City Clerk to execute. So moved by Alderman Soling; seconded by Alderman Marek.

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

Ordinance 2025-64 **Amending Title 3, Chapter 2 of the Yorkville City Code (Grocery Tax)**
(CC 2025-69)

Mayor Purcell entertained a motion to approve an Ordinance Amending Title 3, Chapter 2 of the Yorkville City Code (Grocery Tax) and authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Corneils.

City Administrator Olson explained that the grocery tax is already in place; however, it is referenced incorrectly in the City Code. The Illinois Department of Revenue suggested that it be corrected.

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

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

Ordinance 2025-65 **Amending the Yorkville City Code (Permit Fee-Plan Review Fee Schedule)**
(EDC 2025-64)

Alderman Koch made a motion to approve an Ordinance Amending the Yorkville City Code (Permit Fee-Plan Review Fee Schedule) and authorize the Mayor and City Clerk to execute; seconded by Alderman Marek.

Community Development Director Barksdale-Noble explained that an analysis was performed on data center permitting. It was determined that the current fee schedule is inconsistent with the time and resources spent by staff on the permitting process. She stated research was done with other communities, and staff found that if the fees are increased, the amount spent on staff time would be significantly recovered.

Alderman Transier asked if the potential data centers are aware of the fee increase. Director Barksdale-Noble responded that they are aware of the changes and there has been no pushback.

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

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

Mayor Purcell shared that the Parks and Recreation staff members were very helpful with transporting people at Hometown Days.

PLANNING AND ZONING COMMISSION (cont'd)

Project Steel – Prologis (Data Center) – Discussion
(PZC 2025-07 & EDC 2025-59)

a. Ordinance Approving a Planned Unit Development Agreement with Prologis L.P. (Project Steel)

b. Ordinance Authorizing the Execution of an Annexation Agreement for Certain Territory Located Generally South of Galena Road, East of Eldamain Road, and West of North Bridge Street (Project Steel)

c. Ordinance Approving the Rezoning to the M-2 General Manufacturing Zoning District of Certain Territory Located Generally South of Galena Road, East of Eldamain Road, and West of North Bridge

Street (State Route 47) (Project Steel)

d. Ordinance Annexing Certain Territory Located Generally South of Galena Road, East of Eldamain Road, and West of North Bridge Street to the United City of Yorkville (Project Steel)

City Administrator Olson shared that a sound study is anticipated at the next City Council meeting on Tuesday, September 23rd. Community Development Director Barksdale-Noble confirmed.

Mayor Purcell clarified that the water rates are not increasing because of the data centers.

Alderman Plocher asked if data centers generally consume less water than subdivisions, to which Mayor Purcell and EEI Engineer Sanderson confirmed they do.

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

a. Ordinance Approving a Planned Unit Development Agreement with Pioneer Development, LLC (Project Cardinal)

b. Ordinance Authorizing the Execution of an Annexation Agreement for Certain Territory Located at the Southwest Corner of Baseline Road and North Bridge Street (Project Cardinal)

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) (Project Cardinal)

d. Ordinance Annexing Certain Territory Located at the Southwest Corner of Baseline Road and North Bridge Street to the United City of Yorkville (Project Cardinal)

Community Development Director Barksdale-Noble shared that the petitioner has provided an updated site plan. The placement and size of the data center features have been adjusted in response to public feedback. One update to the site plan is that phase 1 now includes a setback to several of the data center buildings, which would be a separation of approximately 500 feet from the previous distance. In phase 2, a secondary entrance will align with East Beecher Road. Another update is that in phase 3, the customer substation located near Building 5 of the site plan has been set back an additional 300 feet from the roadway. Director Barksdale-Noble also shared that the petitioner is now proposing to plant over 5,000 trees, which is approximately 450 more trees than previously presented. The trees are expected to reach mature heights of 20 to 80 feet tall. She also shared that there is a response to the sound study in the packet.

Mayor Purcell clarified that road improvements needed for Project Cardinal will be the developer's responsibility.

Matt McCarron, Project Cardinal developer, shared that their primary goal is a quiet and sustainable technology infrastructure that is designed to strengthen Yorkville and not redefine it. He also confirmed that Pioneer Development is an Illinois LLC formed in 2024. The registered agent is an Illinois law firm. He also stated that that their engineering team has provided an updated water usage guide to the City. They anticipate using 310,000 gallons of water per day when the data center is fully operational. He stated this is than the water consumption of a residential subdivision. Mr. McCarron also explained that there will be roughly two football fields worth of separation between the data center and the closest residence. He reiterated the setbacks in each phase that Director Barksdale-Noble previously explained, and stated that the setbacks are bigger than any other data center in the United States.

Mayor Purcell asked what the setback is on the east end from Bristol Bay. Mr. McCarron responded that it was moved back 600 additional feet. On the north side, the customer substation was moved back approximately 330 feet. He also shared that Project Cardinal is open to dedicating more land on Galena Road so that the right-of-way is not negatively impacted.

City Administrator Olson stated that a traffic study will be presented at a future meeting, and work will continue on the annexation agreement.

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)

Public Works Director Dhuse shared that the roof will be installed by the end of the month, and then installation of the windows will start on the new Public Works and Parks Department building. After that, the work on underground plumbing will commence. He also shared that the floors will be poured before November, so work inside can begin.

Lake Michigan Water
Project Update
(CC 2025-09)

City Administrator Olson shared that at the next City Council meeting, he anticipates an update on the costs, bid package, and the DuPage Water Commission's plans.

ADDITIONAL BUSINESS

No report.

CITIZEN COMMENTS

Cecelia Martinez, a Yorkville resident, shared her thoughts on the public camping ordinance. She believes the ordinance will not solve homelessness. She shared that recently, an unhoused individual was robbed. She read her written comments on the ordinance *(see attached)*.

Alison Metz, a Yorkville resident, expressed her concern with the public camping ordinance not being on the agenda. She would like the ordinance to be repealed and a community group be formed as the community has a wealth of ideas and knowledge. She also asked how the ordinance will be enforced against truck drivers sleeping in their trucks at gas stations.

Anne Engelhardt, a Yorkville resident and former Kendall Co. PADS Executive Director, shared that four unhoused individuals have received assistance within the past week. She read her written comments on the public camping ordinance and also submitted additional comments *(see attached)*.

Alicia Castillo, a Yorkville resident, shared her thoughts on the public camping ordinance. She would like the ordinance repealed or on the agenda for discussion.

Emma Duclos stated she was not sure what the process is to get questions that are asked by the community, answered.

Ryan Deane shared that he enjoys camping. He stated that he helped search for a recent missing Yorkville teenager. He also shared that he rescued a kayaker out of the river. Mr. Deane stated that not all homeless people are bad. He stated that the Department of Veterans Affairs is finally helping him. He also shared that people are overwatering their lawns. He feels that people should be educated on water conservation.

Brad Chamberlin shared his thoughts on the public camping ordinance not being on the agenda. He believes that the responsibility to help the unhoused should not fall on Yorkville residents.

Christine Haley, the Chief Homelessness Officer for the State of Illinois, submitted written comments on the public camping ordinance *(see attached)*.

Max Seeley, Director of Government Affairs for Supportive Housing Providers Association, submitted written comments on the public camping ordinance *(see attached)*.

EXECUTIVE SESSION

None.

ADJOURNMENT

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 8:35 p.m.

Minutes submitted by:

Monica Cisija, Deputy Clerk, City of Yorkville, Illinois

UNITED CITY OF YORKVILLE

Proclamation

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2025, marks the two hundred thirty-eighth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, John Purcell, by virtue of the authority vested in me as Mayor of the United City of Yorkville, do hereby proclaim the week of September 17 through 23 as **CONSTITUTION WEEK** and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

Dated this 9th day of September, 2025.

John Purcell, Mayor

Cecilia Martinez

Yorkville "Camping" Ordinance

This ordinance will not solve the issue of homelessness in our community. Instead, it will make an already difficult situation worse. Fining unhoused individuals will only drain the limited funds they have for essentials like hotel stays or shelter fees. Many already face frequent theft, losing the little money and belongings they manage to earn. Worse still, enforcement of this ordinance will **cost taxpayers significantly more**.

Prison/jail bed (Illinois average): approximately **$125 per day** based on the Illinois Department of Corrections FY2022 average annual cost of **$45,828 per person.**

Emergency shelter bed (typical cost): roughly **$44 per night**, based on national research estimating an average annual cost of **$16,000 per emergency shelter bed**, divided over 365 nights.

Incarcerating someone costs nearly **three times more per night** than providing shelter services.

Sources:

Federal Register

https://www.federalregister.gov/documents/2021/09/01/2021-18800/annual-determination-of-average-cost-of-incarceration-fee-coif

National Low Income Housing Association

https://nlihc.org/resource/annual-cost-meeting-unmet-demand-sheltering-people-experiencing-homelessness-estimated-45

Shelters are often partially supported by donations and volunteers, making them **even more cost-effective**. Beyond saving money, they **connect people to housing, services, and jobs**, helping them rebuild their lives. Jail does none of this. In fact, incarceration creates **additional barriers** by leaving individuals with criminal records, making it harder to find employment or housing, which **traps them in a cycle of homelessness and poverty**.

Examples of the hurdles they face

Identification & Banking Issues:

One unhoused individual in town has money in his bank account but he cannot access it without a valid ID. In order to get one you need to have an agency like the health department or a shelter to sign off on using their address. **No organization in our county currently allows this**, and state law prohibits using a PO box. After 3 years of being expired, you need additional documents to renew your ID which has the same address issue.

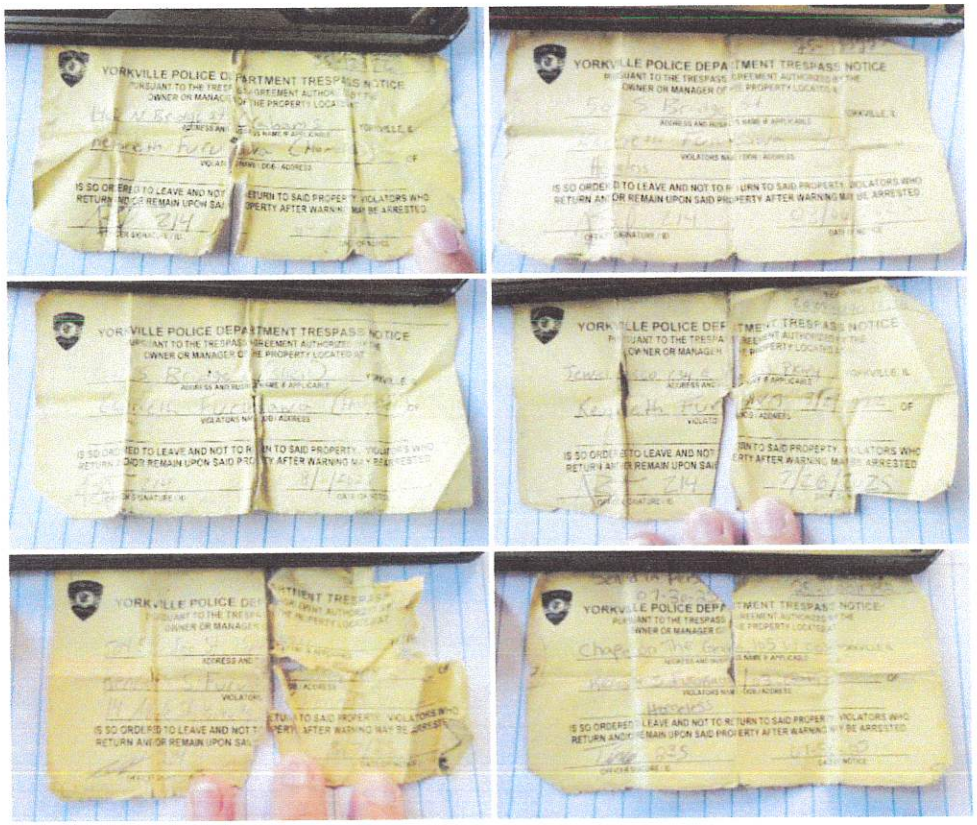
Transportation Barriers:

The closest shelter and sometimes document retrieving agencies would be in Aurora, Joliet, or even Chicago which is hard to travel/walk to with disabilities. They cannot quickly get to outreach events nearby without transportation either, leaving them stuck with no resources.

The Kendall County health department has street outreach and rapid rehousing but told me that they do not have the means to transport unhoused individuals to get initially registered for those programs. I was told they have tried to set this system up before but it was a funding issue. All of the unhoused in town were unaware such a program existed.

Food Access Challenges:

Getting food is also an issue, one of the unhoused has trespass notices from 6+ businesses in town (some are no longer legible) including verbal warnings for more. You do not have to commit a crime to be trespassed, he has simply walked into the gas station and gotten trespassed. He has food stamps but is not allowed inside or to purchase, he cannot even order from McDonalds or sit outside to eat. If he gets donated gift cards he has the same issue, another neighbor has to go and get the food for him. If the neighbor is not available, he has to walk all the way to a business that will let him purchase food which is hard since he is disabled. If the neighbor is unavailable, he must **walk long distances while pushing his cart of medications and belongings**, since leaving them unattended would result in theft. This ties into lack of public transportation and in some cases, sidewalks as well.



Rising Harassment and Violence:

Since the ordinance was passed on **August 12**, there has been a sharp rise in **harassment and violence** against the unhoused. One has told me that people will drive by at random times of the day to threaten him with jail, assault, or worse. One of them has informed me that on 9/5 he was assaulted by 5 men and had to be taken to the hospital by a Sheriff. He said they stole his money, medications, his mother's rosary, and broke his glasses. Though the rosary was later returned while he slept, **no police report was filed** and there was no follow-up investigation. The stolen money was intended for a hotel stay, forcing him to start over from nothing.

There are now multiple accounts online that will record or take pictures of them and post it in public city Facebook groups to engagement farm or rage bait people. These posts attract comments that **call for violence, mock their struggles, and spread harmful stereotypes**. A few of them have Facebook to keep in contact with out-of-town family, who send them links to these posts. They are already struggling greatly with their depression and overall mental health, and now they're seeing people publicly shame them and assume their situation. Seeing these posts and the city ordinance has **deeply impacted their mental health**, fueling distrust of city outreach efforts and causing resentment.

If the concerns are about crime, this ordinance will not address that nor was it needed to carry out the existing laws. For example they can be arrested for disorderly conduct, reckless endangerment, public nuisance, harassment, threats, indecent exposure, littering, trespassing, or resisting arrest if that is the case.

Proof That Solutions Work:

I would like to note that since the ordinance was passed on 8/12, it took a private citizen 22 days to get all 3 known unhoused in town connected with appropriate services and start the process of rapid rehousing. Chris for example has been unhoused since 2019 (6 years), I was able to get him registered for rapid rehousing in 15 days. This shows that **effective action is possible** when resources are properly communicated and coordinated.

They have flat-out told me that they do not want to be homeless and cooperated which calls the city's excuse that they need the ordinance for those who will not accept help into question. Since it has passed - there have now been 2 council meetings about this, without it being an agenda item (though requested), and the city has still not contacted or started any process to address the real issues to our knowledge.

Proposed Solutions

1. **Repeal the ordinance** and focus on connecting unhoused residents with resources already available rather than criminalizing them.
2. **Improve transportation access** including short-term and long-term public transit solutions. So unhoused individuals can attend appointments, access shelters, and reach outreach events.
3. **Provide city or county transportation support -** communicate with the county or work to get funding to the health department so they can transport unhoused individuals to get registered. for example, having community service officers assist with transporting individuals to initial service registration.
4. **Work with shelters or agencies to provide a local mailing address**, enabling unhoused individuals to obtain state IDs and access their financial resources.
5. **Partner with local businesses** to ensure unhoused individuals can use food stamps to purchase food locally.
6. **Create a community work group or task force** dedicated to addressing these systemic issues collaboratively with local stakeholders.
7. **Publicly condemn violence and harassment** of unhoused individuals and promote compassion and understanding within the community. Advertise or communicate resources to contact when they witness unhoused neighbors.

Homelessness itself is **not a crime**, and punishment will not solve it. By repealing this ordinance and focusing on solutions that connect people with services, we can **save taxpayer dollars**, **reduce suffering**, and **build a stronger, safer, and more compassionate community**.

COMMENTS PRIOR to the Yorkville City Council meeting September 9, 2025

Submitted by Anne Engelhardt
[redacted]
Resident since 1978
Former Executive Director of Kendall County PADS (Public Action to Deliver Shelter) October 2010 -March 2020

Four unhoused individuals in the Yorkville area have received appropriate assistance in the past three weeks. A citizen, who volunteered her time and some care packages, was able to communicate with each of the individuals. She was able to connect them to available social service agencies - AID, KC Health Department, Veterans Assistance, and Yorkville Police Department. All four are now in the process of accepting and receiving assistance for their various needs, and are working toward temporary and permanent housing. These contacts were all done peacefully, without incidents, and without the implementation of the new ordinance of fining and potential jailing unhoused people.

I respectfully ask that you not just "amend" Ordinance 2025-57 which criminalizes people unhoused individuals, but rather motion and vote to REPEAL that ordinance. You have the legal authority to do this.

I respectfully request the following agenda item to be ADDED to the City Council meeting on **September 9, 2025.**

PROPOSAL:

1. Repeal the ordinance 2025-57 : "Regulating public camping within the corporate boundaries and other actions in connection therewith" for the purpose of researching and discerning an alternative, improved approach to addressing the challenges of unhoused people in Yorkville.

2. AND, continue to use valuable, current resources. TRUST the agencies and departments who have trained and experienced staff to work WITH unhoused people for basic and immediate assistance, for crisis prevention, for crisis intervention, and for paths to temporary and permanent housing.

3. Commission a "**work group**" to begin immediately to gather information about long-term, sustainable solutions to provide assistance to unhoused individuals. Two goals can simultaneously be addressed - a short term, near-future goal and a longer term goal.

   A. **Short term — the work group** will determine . . .
      1. what resources are available, and
      2. what actions are currently being done and by whom,
      3. how these resources are being coordinated and communicated among the service providers, and
      4. what are the most effective ways that unhoused people are getting this information and the resources they need.

   B. **Long term — the work group** will research and determine solutions for effective transportation and affordable housing for people without housing and any others who can benefit from these improvements in our community.

   C. The **work group** will be under the umbrella of the City Council and should include representatives:

2 Alderpersons from City of Yorkville

1 from YPD

1 from Yorkville Public Library

1-2 from KCHD (Kendall County Health Department)

1-2 from AID (Aid for Independent Development)

1 from Kendall County Food Pantry

2 Faith leaders (clergy)

4 Citizens from the Yorkville Community

2 people with experience living unhoused

D. The work group will report to City Council, once each month.

The work group will strive to present identified goals within 6 months and a more detailed action plan within a year.

Written Comments for Mayor and Yorkville City Council Meeting September 9, 2025
Re: Ordinance 2025-57 - homelessness

Submitted by Anne Engelhardt, [redacted]
Resident of Yorkville since 1978
Anne was the Executive Director of Kendall County PADS (Public Action to Deliver Shelter) which provided overnight shelter, food and other services to unhoused people from October 2010- March 2020

Basic information about homelessness will provide a foundation for further discussion and discernment for effective solutions to a social problem.

The following is a brief overview found on the internet. Source cited below.

Homelessness itself is not a crime, but rather a complex issue resulting from a severe lack of affordable housing, economic hardship, and unmet health needs. Criminalizing homelessness is a harmful, expensive, and ineffective approach that perpetuates harmful stereotypes and fails to address the root causes of homelessness. Instead, effective solutions involve providing affordable housing, implementing "Housing First" policies, and offering comprehensive social services.

Why Homelessness Is Not a Crime

- **Root Causes:**
  Homelessness is caused by a complex interplay of factors, including a shortage of affordable housing, economic instability, lack of healthcare, and other social inequities, not by criminal intent.

- **Humanitarian Issue:**
  People experiencing homelessness are individuals in need of assistance and resources, they are not criminals.

- **Constitutional Protections:**
  Laws that criminalize basic life-sustaining acts, like sleeping or seeking shelter, may violate constitutional protections against cruel and unusual punishment.

Problems with Criminalizing Homelessness

- **Ineffective:**
  Punitive measures do not solve homelessness and are a waste of resources that could be used for effective solutions, according to the National Alliance to End Homelessness.

- **Costly:**
  Enforcing anti-homelessness laws is significantly more expensive than providing housing and supportive services.

- **Harmful to Individuals:**
  Criminalization can exacerbate health problems, break connections with support providers, and further entrench people in cycles of poverty and homelessness.

- **Misdirects Resources:**
  It diverts police and other officials from addressing more serious community safety issues, as noted by the Illinois Criminal Justice Information Authority.

Effective Solutions

- **Affordable Housing:**
  The fundamental solution is to create and expand the availability of affordable housing.

- **Housing First:**
  This evidence-based approach provides immediate access to housing and then offers voluntary support services, which is a more effective and compassionate strategy than criminalization.

- **Supportive Services:**
  Addressing mental health, substance use, and other health needs through accessible care is crucial.

- **Community-Based Solutions:**
  Organizations that provide direct aid, such as hygiene supplies, food, and temporary shelters, are vital to supporting unhoused individuals.

Source:
https://www.google.com/search?q=homelessness+in+not+a+crime&oq=homelessness+in+not+a+crime+&gs_lcrp=EgZjaHJvbWUyBggAEEUYOTIICAEQABgWGB4yCAgCEAAYFhgeMg0IAxAAGIYDGIAEGIoFMgoIBBAAGIAEGKIEMgoIBRAAGKIEGIkF0gEINDk1MmowajeoAgCwAgA&sourceid=chrome&ie=UTF-8

OFFICE TO PREVENT
AND END HOMELESSNESS

555 W. Monroe • Chicago, IL 60661 Endhomesslessness.Illinois.gov homeless.office@illinois.gov (312) 793-1533

September 9, 2025

Good evening Mayor Purcell and Aldermen,

Thank you for the opportunity to provide public comment tonight on the critical question of how communities can best support people experiencing homelessness, make the best use of limited public funds, and meet all resident's needs for a safe, welcoming community.

My name is Christine Haley. I am the Chief Homelessness Officer of the State of Illinois.

In this role, I lead Illinois' work toward a future where we collectively care for people experiencing homelessness with compassion and are able to quickly support them in reconnecting with housing. I regularly partner with community and local government leaders across Illinois and would welcome the opportunity to meet with you and visit your community.

My office is very concerned about approaches that allow fines or arrests for behavior such as sitting or sleeping on public property or sitting in one's own vehicle on public property. When we push our most vulnerable community members further and further into the margins- forcing them to move along or face a fine or arrest- there is an impact.

These approaches foster fear and mistrust between people experiencing homelessness, social services providers and law enforcement officers. This distrust actively harms people's progress toward housing. What's more, these policies are a poor use of public resources and enforcing them costs three times more than providing housing.

I urge you not to move forward with this approach and to instead focus your efforts on investments in affordable and supportive housing, prevention, and shelter, particularly low-barrier shelter.

Additionally, I want to bring your attention to a recent letter put out by the Illinois Department of Human Rights in collaboration with my office. The letter reminds public officials and local units of government of their obligations under the Illinois Human Rights Act, the Illinois Civil Rights Act of 2003, and the Illinois Bill of Rights for the Homeless Act. Some of these obligations, which apply equally to state and local governments, include: (1) persons experiencing homelessness have the right to equal

OFFICE TO PREVENT
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treatment, without discrimination on the basis of housing status, (2) persons experiencing homelessness also have the right to use and move freely in public spaces, including public sidewalks, public parks, public transportation, and public buildings, in the same manner as any other person and without discrimination on the basis of their housing status, and (3) public officials are specifically prohibited from denying or refusing the full and equal enjoyment of facilities and services under their care based on a protected characteristic, and the letter notes that people experiencing homelessness are disproportionately represented along several protected classes, such as racial status, veteran status, and disabilities status.[1]

Again, I urge you to take a different approach to supporting people experiencing homelessness in your community, an approach without criminalization. I welcome opportunities to discuss State support available to you to do so.

Thank you,

Christine Haley
Chief Homelessness Officer
State of Illinois

[1] See letter at: https://dhr.illinois.gov/about-us/idhr-news-and-events/2025-03-letter-re-homelessness.html.

SUPPORTIVE HOUSING PROVIDERS ASSOCIATION

Working Together, We Can Accomplish Anything

To the Mayor and Members of Yorkville's City Council:

I am writing to express deep concern about the passage of Ordinance 2025-57, prohibiting "public camping" in the City of Yorkville. The increase in people experiencing homelessness is a problem not only here in Illinois, but across the entire country. To address the homelessness crisis, we need community solutions that work to help people exit homelessness, this ordinance represents a step in the wrong direction. By banning "public camping" vulnerable residents will be pushed further from stability, making it harder for them to access services, and place additional strain on law enforcement and the courts. Criminalizing homelessness will not reduce homelessness.

As Director of Government Affairs for the Supportive Housing Providers Association of Illinois (SHPA), I know that housing, with supportive services, ends homelessness. Across Illinois, permanent supportive housing programs combine access to affordable housing solutions with wrap-around services that provide the supports people need to remain stably housed. As cited in the text of the ordinance, homelessness is a complex issue, one that must be resolved with housing, not fines and criminalization.

Yorkville has an opportunity to be a partner in this work. State data shows that Illinois has a shortage of nearly 11,000 supportive housing units short. Instead of enforcing punishments that displace people, I urge you to take action to help reduce the state's shortage of housing solutions; increase affordable housing options, partner with local service providers, and create pathways that connect residents to stability and care.

Ordinances like 2025-57 may appear to offer a short-term response, but they undermine the long-term goal we all share: safe, healthy communities where every resident has the dignity of a home. At SHPA, we are ready to work with Yorkville to ensure all residents have access to a safe and stable home.

Max Seeley

Director of Government Affairs

Supportive Housing Providers Association

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	☐
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #2

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – September 23, 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 (Name) Finance (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/320/City-Council

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 09/02/25

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
543127	DRSSKINN	DRS SKINNERS AMUSEMENTS INC.						
		2025 HTD	09/02/25	01	2025 HOMETOWN DAYS CARNIVAL	79-795-56-00-5602	78,762.50	
						INVOICE TOTAL:	78,762.50 *	
						CHECK TOTAL:		78,762.50
						TOTAL AMOUNT PAID:		78,762.50

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

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 09/04/25

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
543511	FISCHER	FISCHER EXCAVATING, INC						
		PAY EST2-071025	07/10/25	01	ENGINEER PAYMENT ESTIMATE 2	52-520-60-00-6024	156,246.30	
				02	FOR SOUTHERN SANITARY SEWER	** COMMENT **		
				03	CONNECTION	** COMMENT **		
						INVOICE TOTAL:	156,246.30 *	
						CHECK TOTAL:		156,246.30
						TOTAL AMOUNT PAID:		156,246.30

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

CHECK DATE: 09/08/25

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
543512	BCBS	BLUE CROSS BLUE SHIELD						
		F015083-JUN 2025	09/08/25	01	DEARBORN/BCBS EAP-JUN 2025 FEE	01-110-52-00-5222	7.76	
				02	DEARBORN/BCBS EAP-JUN 2025 FEE	01-120-52-00-5222	4.23	
				03	DEARBORN/BCBS EAP-JUN 2025 FEE	01-210-52-00-5222	49.35	
				04	DEARBORN/BCBS EAP-JUN 2025 FEE	01-220-52-00-5222	11.63	
				05	DEARBORN/BCBS EAP-JUN 2025 FEE	01-410-52-00-5222	12.57	
				06	DEARBORN/BCBS EAP-JUN 2025 FEE	24-216-52-00-5222	2.82	
				07	DEARBORN/BCBS EAP-JUN 2025 FEE	51-510-52-00-5222	11.86	
				08	DEARBORN/BCBS EAP-JUN 2025 FEE	52-520-52-00-5222	6.23	
				09	DEARBORN/BCBS EAP-JUN 2025 FEE	79-790-52-00-5222	16.22	
				10	DEARBORN/BCBS EAP-JUN 2025 FEE	79-795-52-00-5222	11.28	
				11	DEARBORN/BCBS EAP-JUN 2025 FEE	82-820-52-00-5222	7.05	
						INVOICE TOTAL:	141.00 *	
						CHECK TOTAL:		141.00
543513	R0001975	RYAN HOMES						
		2845 MCLELLAN	08/26/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415	5,000.00	
						INVOICE TOTAL:	5,000.00 *	
		2848 OLD GLORY	08/26/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415	5,000.00	
						INVOICE TOTAL:	5,000.00 *	
		2851 CRYDER	08/26/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415	5,000.00	
						INVOICE TOTAL:	5,000.00 *	
		2868 MCLELLAN	08/26/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415	5,000.00	
						INVOICE TOTAL:	5,000.00 *	
		2874 MCLELLAN	08/26/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415	5,000.00	
						INVOICE TOTAL:	5,000.00 *	
						CHECK TOTAL:		25,000.00
543514	RALLY	RALLY HOMES, LLC						

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

CHECK DATE: 09/08/25

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
543514	RALLY	RALLY HOMES, LLC						
	641 ASH		08/13/25	01	SURETY GUARANTEE REFUND	01-000-24-00-2415	5,000.00	
						INVOICE TOTAL:	5,000.00 *	
						CHECK TOTAL:		5,000.00
						TOTAL AMOUNT PAID:		30,141.00

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 09/12/2025

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543515	ARIZAGAE	EMILIO ARIZAGA							
	082325		08/23/25	01	UMPIRE	79-795-54-00-5462		200.00	
						INVOICE TOTAL:		200.00	*
						CHECK TOTAL:		200.00	
D004393	BINGEE	EMMA BINGE							
	090225		09/02/25	01	UMPIRE	79-795-54-00-5462		50.00	
						INVOICE TOTAL:		50.00	*
						DIRECT DEPOSIT TOTAL:		50.00	
D004394	BOOKERA	ANNA BOOKER							
	090425		09/04/25	01	UMPIRE	79-795-54-00-5462		35.00	
						INVOICE TOTAL:		35.00	*
						DIRECT DEPOSIT TOTAL:		35.00	
D004395	BOOKERR	ROBERT G. BOOKER							
	090525		09/05/25	01	UMPIRE	79-795-54-00-5462		45.00	
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
543516	CONFORTM	MASON CONFORTI							
	090425		09/04/25	01	UMPIRE	79-795-54-00-5462		75.00	
						INVOICE TOTAL:		75.00	*
						CHECK TOTAL:		75.00	
543517	GERLL	LILLY GERL							

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 09/12/2025

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543517	GERLL	LILLY GERL							
	090525		09/05/25	01	UMPIRE	79-795-54-00-5462		35.00	
						INVOICE TOTAL:		35.00	*
						CHECK TOTAL:			35.00
543518	HURTR	RUSSEL HURT							
	082325		08/23/25	01	UMPIRE	79-795-54-00-5462		200.00	
						INVOICE TOTAL:		200.00	*
						CHECK TOTAL:			200.00
543519	KOCURJ	JAXSON KOCUR							
	090425		09/04/25	01	UMPIRE	79-795-54-00-5462		35.00	
						INVOICE TOTAL:		35.00	*
						CHECK TOTAL:			35.00
D004396	MAYNARDL	LAURENCE R. MAYNARD							
	090425-090525		09/05/25	01	UMPIRE	79-795-54-00-5462		90.00	
						INVOICE TOTAL:		90.00	*
						DIRECT DEPOSIT TOTAL:			90.00
D004397	MOORECA	CAMERON MOORE							
	082325		08/23/25	01	UMPIRE	79-795-54-00-5462		150.00	
						INVOICE TOTAL:		150.00	*
						DIRECT DEPOSIT TOTAL:			150.00
543520	PILKINGP	PAYTON M PILKINGTON							

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 09/12/2025

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543520	PILKINGP	PAYTON M PILKINGTON							
	090425		09/04/25	01	UMPIRE	79-795-54-00-5462		55.00	
						INVOICE TOTAL:		55.00	*
						CHECK TOTAL:		55.00	
543521	R0002122	NETTIE BADGLEY							
	090825-COY REPAIR		09/08/25	01	WATER MAIN BREAK DAMAGE REPAIR	51-510-56-00-5640		1,800.00	
						INVOICE TOTAL:		1,800.00	*
						CHECK TOTAL:		1,800.00	
543522	RAGERDE	DENNIS RAGER							
	090425		09/04/25	01	UMPIRE	79-795-54-00-5462		168.00	
						INVOICE TOTAL:		168.00	*
						CHECK TOTAL:		168.00	
543523	RIETZR	ROBERT L. RIETZ JR.							
	090425		09/04/25	01	UMPIRE	79-795-54-00-5462		168.00	
						INVOICE TOTAL:		168.00	*
						CHECK TOTAL:		168.00	
D004398	SANDOVAA	ANTONIO SANDOVAL							
	090425		09/04/25	01	UMPIRE	79-795-54-00-5462		75.00	
						INVOICE TOTAL:		75.00	*
						DIRECT DEPOSIT TOTAL:		75.00	
543524	TATET	TOM TATE							

EST. 1836 UNITED CITY OF YORKVILLE ILLINOIS County of Kendall County

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 09/12/2025

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543524	TATET	TOM TATE							
	090425		09/04/25	01	UMPIRE	79-795-54-00-5462		45.00	
						INVOICE TOTAL:		45.00	*
						CHECK TOTAL:			45.00
D004399	WASONG	GERALD WASON							
	090425		09/04/25	01	UMPIRE	79-795-54-00-5462		168.00	
						INVOICE TOTAL:		168.00	*
						DIRECT DEPOSIT TOTAL:			168.00
543525	YUL	LOGAN YU							
	090525		09/05/25	01	UMPIRE	79-795-54-00-5462		35.00	
						INVOICE TOTAL:		35.00	*
						CHECK TOTAL:			35.00
543526	ZEHNALC	CHARLES ZEHNAL							
	082525		08/25/25	01	UMPIRE	79-795-54-00-5462		50.00	
						INVOICE TOTAL:		50.00	*
						CHECK TOTAL:			50.00

TOTAL CHECKS PAID: 2,866.00

TOTAL DIRECT DEPOSITS PAID: 613.00

TOTAL AMOUNT PAID: 3,479.00

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

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 09/16/25

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
542448	WHEATLND	WHEATLAND TITLE COMPANY						
		PIN 05-03-300-039	09/16/25	01	LAKE MICHIGAN WATER SYSTEM	51-510-60-00-6011	34,040.00	
				02	IMPROVEMENTS ACQUISITION OF	** COMMENT **		
				03	EASEMENT	** COMMENT **		
						INVOICE TOTAL:	34,040.00 *	
						CHECK TOTAL:		34,040.00
						TOTAL AMOUNT PAID:		34,040.00

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL		

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

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 09/23/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543527	AACVB AURORA AREA CONVENTION						
	07/25-HAMPTON	08/22/25	01	JUL 2025 HAMPTON INN HOTEL TAX	01-640-54-00-5481		7,265.12
					INVOICE TOTAL:		7,265.12 *
	08/25-ALL	09/09/25	01	AUG 2025 ALL SEASON HOTEL TAX	01-640-54-00-5481		35.10
					INVOICE TOTAL:		35.10 *
	7/25-SUPER	09/03/25	01	JUL 2025 SUPER 8 HOTEL FEES	01-640-54-00-5481		2,193.94
					INVOICE TOTAL:		2,193.94 *
					CHECK TOTAL:		9,494.16
543528	AEPENERG AEP ENERGY						
	3025129054-090825	09/08/25	01	07/22-08/20 2702 MILL RD	51-510-54-00-5480		9,191.55
					INVOICE TOTAL:		9,191.55 *
	3025129065-090925	09/09/25	01	07/31-08/29 2921 BRISTOL RDG	51-510-54-00-5480		6,600.83
					INVOICE TOTAL:		6,600.83 *
					CHECK TOTAL:		15,792.38
D004401	ANTPLACE ANTHONY PLACE YORKVILLE LP						
	OCT 2025	09/08/25	01	CITY OF YORKVILLE HOUSING	01-640-54-00-5427		390.00
			02	ASSISTANCE PROGRAM RENT	** COMMENT **		
			03	REIMBURSEMENT FOR OCTOBER 2025	** COMMENT **		
					INVOICE TOTAL:		390.00 *
					DIRECT DEPOSIT TOTAL:		390.00
543529	ATT AT&T						
	6305536805-0825	08/25/25	01	08/25-09/24 RIVERFRONT PARK	79-795-54-00-5440		231.10
					INVOICE TOTAL:		231.10 *
					CHECK TOTAL:		231.10

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	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

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 09/23/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543530	BFCONSTR B&F CONSTRUCTION CODE SERVICES						
	21387	08/28/25	01	JUL 2025 INSPECTIONS	01-220-54-00-5459		3,320.00
					INVOICE TOTAL:		3,320.00 *
					CHECK TOTAL:		3,320.00
543531	BRIGHT ILLINOIS GREENHOUSE LLC						
	ORDINANCE 2022-18-#3	09/08/25	01	BRIGHT FARMS REIMBURSEMENT	52-520-75-00-7505		37,500.00
			02	PAYMENT 3 OF 4 PER ORDINANCE	** COMMENT **		
			03	2022-18	** COMMENT **		
					INVOICE TOTAL:		37,500.00 *
					CHECK TOTAL:		37,500.00
543532	CAMBRIA CAMBRIA SALES COMPANY INC.						
	44222	09/02/25	01	PAPER TOWEL, TOILET TISSUE	52-520-56-00-5620		196.86
					INVOICE TOTAL:		196.86 *
	44223	09/03/25	01	PAPER TOWELS	79-790-56-00-5620		109.02
					INVOICE TOTAL:		109.02 *
					CHECK TOTAL:		305.88
543533	COMED COMMONWEALTH EDISON						
	0505912000-082925	08/29/25	01	07/30-08/28 1908 RAINTREE	51-510-54-00-5480		156.07
					INVOICE TOTAL:		156.07 *
	0884004000-090225	09/02/25	01	07/31-08/29 1991 CANNONBALL TR	51-510-54-00-5480		257.92
					INVOICE TOTAL:		257.92 *
	1135300100-090225	09/02/25	01	07/31-08/29 456 KENNEDY RD	52-520-54-00-5480		68.35
					INVOICE TOTAL:		68.35 *

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
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12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
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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
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90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 09/23/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543533	COMED COMMONWEALTH EDISON							
	3059341222-081825	08/18/25	01	07/17-08/15 9257 GALENA PK	79-795-54-00-5480		46.46	
						INVOICE TOTAL:	46.46	*
	3260462000-090225	09/02/25	01	08/01-09/02 RT47 & RIVER	23-230-54-00-5482		478.15	
						INVOICE TOTAL:	478.15	*
	3387801111-082925	08/29/25	01	07/30-08/28 872 PRAIRIE CR	79-795-54-00-5480		99.55	
						INVOICE TOTAL:	99.55	*
	3573137000-090225	09/02/25	01	07/31-08/29 133 E HYDRAULIC	79-795-54-00-5480		115.38	
						INVOICE TOTAL:	115.38	*
	3741450787-082925	08/29/25	01	07/31-08/29 1201 BADGER UNIT B	51-510-54-00-5480		45.94	
						INVOICE TOTAL:	45.94	*
	3852534000-082825	08/28/25	01	07/30-08/28 RT126 & SCHLHS	23-230-54-00-5482		100.76	
						INVOICE TOTAL:	100.76	*
	5285646000-090225	09/02/25	01	07/31-08/29 KENNEDY & MCHUGH	23-230-54-00-5482		79.71	
						INVOICE TOTAL:	79.71	*
	5336617000-081825	08/18/25	01	07/17-08/15 RT47 & ROSENWINKLE	23-230-54-00-5482		30.53	
						INVOICE TOTAL:	30.53	*
	6564924000-082125	08/21/25	01	07/22-08/20 421 POPLAR	23-230-54-00-5482		5,186.46	
						INVOICE TOTAL:	5,186.46	*
	6918342222-090225	09/02/25	01	07/31-08/29 301 E HYDRAULIC	79-795-54-00-5480		53.89	
						INVOICE TOTAL:	53.89	*
	7581432222-082925	08/29/25	01	07/30-08/28 1107 PRAIRIE LIFT	52-520-54-00-5480		161.08	
						INVOICE TOTAL:	161.08	*
	7706362222-082125	08/21/25	01	07/22-08/20 RT47 & KENNEDY	23-230-54-00-5482		1,507.76	
						INVOICE TOTAL:	1,507.76	*

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

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 09/23/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543533	COMED COMMONWEALTH EDISON							
	8273737000-082925	08/29/25	01	07/31-08/29 104 E VAN EMMON	79-795-54-00-5480		922.55	
					INVOICE TOTAL:		922.55	*
	8500662000-090225	09/02/25	01	07/31-08/29 PRESTWICK LIFT	52-520-54-00-5480		143.44	
					INVOICE TOTAL:		143.44	*
	9193732222-081825	08/18/25	01	07/17-08/15 4600 N BRIDGE TANK	51-510-54-00-5480		43.65	
					INVOICE TOTAL:		43.65	*
	9810925111-090225	09/02/25	01	07/31-08/29 276 WINDHAM	52-520-54-00-5480		318.28	
					INVOICE TOTAL:		318.28	*
					CHECK TOTAL:		9,815.93	
543534	CONTELEC CONSTELLATION TELECOM							
	6051	09/01/25	01	SEPT 2025 ADMIN LINES	01-110-54-00-5440		265.90	
			02	SEPT 2025 PUBLIC WORKS LINES	51-510-54-00-5440		596.06	
			03	SEPT 2025 SEWER DEPT LINES	52-520-54-00-5440		267.43	
			04	SEPT 2025 RECREATION LINES	79-795-54-00-5440		267.43	
			05	SEPT 2025 TRAFFIC SIGNAL	01-410-54-00-5435		67.24	
			06	MAINTENANCE	** COMMENT **			
					INVOICE TOTAL:		1,464.06	*
					CHECK TOTAL:		1,464.06	
543535	COREMAIN CORE & MAIN LP							
	W962715	09/10/25	01	206 METER REPLACEMENTS	51-510-54-00-5404		26,780.00	
					INVOICE TOTAL:		26,780.00	*
	X589015	08/21/25	01	119 METER REPLACEMENTS	51-510-54-00-5404		23,915.00	
					INVOICE TOTAL:		23,915.00	*
	X589108	08/22/25	01	243 METER REPLACEMENTS	51-510-54-00-5404		31,590.00	
					INVOICE TOTAL:		31,590.00	*
					CHECK TOTAL:		82,285.00	

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

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543536	COXLAND	COX LANDSCAPING LLC						
	192802	09/02/25	01	SUNFLOWER AUG 2025 MOWING	12-112-54-00-5495		1,200.00	
					INVOICE TOTAL:		1,200.00	*
	192803	09/10/25	01	FOX HILL AUG 2025 MOWING	11-111-54-00-5495		1,269.60	
					INVOICE TOTAL:		1,269.60	*
	192805	09/02/25	01	CANNONBALL AUG 2025 MOWING	24-216-54-00-5446		430.00	
					INVOICE TOTAL:		430.00	*
					CHECK TOTAL:		2,899.60	
543537	DRBUGS	KRISTI BUGAJSKI						
	25-1112	07/02/25	01	FORENSIC ENTOMOLOGY	01-210-54-00-5462		500.00	
			02	CONSULTATION AND CASE REPORT	** COMMENT **			
					INVOICE TOTAL:		500.00	*
					CHECK TOTAL:		500.00	
543538	EAGLEENG	EAGLE ENGRAVING, INC						
	2025-6180	08/08/25	01	COMMENDATION BAR	01-210-56-00-5600		39.67	
					INVOICE TOTAL:		39.67	*
					CHECK TOTAL:		39.67	
543539	EEI	ENGINEERING ENTERPRISES, INC.						
	5-082825	08/28/25	01	E. VAN EMMON IMROVEMENTS	23-230-60-00-6089		245.48	
					INVOICE TOTAL:		245.48	*
	84487	08/28/25	01	S. RT47 IMPROVEMENTS	01-640-54-00-5465		546.75	
					INVOICE TOTAL:		546.75	*
	84488	08/28/25	01	TRAFFIC CONTROL SIGNAGE &	01-640-54-00-5465		193.00	

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

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543539	EEI	ENGINEERING ENTERPRISES, INC.						
	84488	08/28/25	02	MARKINGS	** COMMENT **			
						INVOICE TOTAL:	193.00	*
	84489	08/28/25	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		1,352.00	
						INVOICE TOTAL:	1,352.00	*
	84490	08/28/25	01	PRESTWICK	01-640-54-00-5465		243.75	
						INVOICE TOTAL:	243.75	*
	84491	08/28/25	01	GRANDE RESERVE UNITS 26 & 27	90-147-00-00-0111		634.75	
						INVOICE TOTAL:	634.75	*
	84492	08/28/25	01	GRANDE RESERVE UNIT 7	01-640-54-00-5465		716.25	
						INVOICE TOTAL:	716.25	*
	84493	08/28/25	01	GRANDE RESERVE UNITS 15 & 22	01-640-54-00-5465		1,484.25	
						INVOICE TOTAL:	1,484.25	*
	84494	08/28/25	01	KENDALL MARKETPLACE LOTS 52	90-154-00-00-0111		2,023.25	
			02	PHASE 2 & 3	** COMMENT **			
						INVOICE TOTAL:	2,023.25	*
	84495	08/28/25	01	GRANDE RESERVE UNIT 9	01-640-54-00-5465		87.50	
						INVOICE TOTAL:	87.50	*
	84496	08/28/25	01	BRIGHT FARMS	90-173-00-00-0111		2,037.00	
						INVOICE TOTAL:	2,037.00	*
	84497	08/28/25	01	KEDALLWOOD ESTATES-RALLY	90-174-00-00-0111		408.75	
						INVOICE TOTAL:	408.75	*
	84498	08/28/25	01	WELL MONITORING DASHBOARDS	01-640-54-00-5465		240.25	
						INVOICE TOTAL:	240.25	*
	84499	08/28/25	01	BRISTOL BAY UNIT 13	90-179-00-00-0111		5,573.25	
						INVOICE TOTAL:	5,573.25	*

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

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543539	EEI	ENGINEERING ENTERPRISES, INC.						
	84500	08/28/25	01	KENNEDY RD AND FREEDOM PLACE	23-230-60-00-6087		2,302.50	
			02	INTERSECTION IMPROVEMENTS	** COMMENT **			
					INVOICE TOTAL:		2,302.50	*
	84501	08/28/25	01	CALEDONIA UNIT 3	90-188-00-00-0111		3,587.50	
					INVOICE TOTAL:		3,587.50	*
	84502	08/28/25	01	BRISTOL BAY UNIT 10	90-186-00-00-0111		2,308.75	
					INVOICE TOTAL:		2,308.75	*
	84503	08/28/25	01	BRISTOL BAY UNIT 12	90-186-00-00-0111		1,119.75	
					INVOICE TOTAL:		1,119.75	*
	84504	08/28/25	01	GRANDE RESERVE UNIT 4	01-640-54-00-5465		867.50	
					INVOICE TOTAL:		867.50	*
	84505	08/28/25	01	GRANDE RESERVE UNIT 6	01-640-54-00-5465		146.25	
					INVOICE TOTAL:		146.25	*
	84506	08/28/25	01	LAKE MICHIGAN CONNECTION	51-510-60-00-6011		251.00	
			02	CORROSION CONTROL STUDY	** COMMENT **			
					INVOICE TOTAL:		251.00	*
	84507	08/28/25	01	NORTHPOINTE SUBDIVISION	90-195-00-00-0111		2,115.75	
					INVOICE TOTAL:		2,115.75	*
	84508	08/28/25	01	WELL #10 AND RAW WATER MAIN	51-510-60-00-6029		3,465.00	
					INVOICE TOTAL:		3,465.00	*
	84509	08/28/25	01	BRISTOL RIDGE SOLAR 105	90-201-00-00-0111		475.25	
					INVOICE TOTAL:		475.25	*
	84510	08/28/25	01	2024 WATER MAIN REPLACEMENT-A	51-510-60-00-6025		204.00	
					INVOICE TOTAL:		204.00	*

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL		

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

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543539	EEI	ENGINEERING ENTERPRISES, INC.						
	84511	08/28/25	01	KENDALL COUNTY BUILDING-FOX	01-640-54-00-5465		215.00	
						INVOICE TOTAL:	215.00	*
	84512	08/28/25	01	QUIKTRIP GAS STATION	90-208-00-00-0111		3,591.75	
						INVOICE TOTAL:	3,591.75	*
	84513	08/28/25	01	DWV TRANSMISSION MAIN	51-510-60-00-6011		1,768.00	
						INVOICE TOTAL:	1,768.00	*
	84514	08/28/25	01	CENTER ST WATER MAIN EXTENSION	51-510-60-00-6025		3,030.38	
						INVOICE TOTAL:	3,030.38	*
	84515	08/28/25	01	WELL #7 WTP ELECTRICAL	51-510-60-00-6068		84.00	
			02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:	84.00	*
	84516	08/28/25	01	KENDALL MARKETPLACE LOT 52	90-154-00-00-0111		97.50	
			02	PHASE 4	** COMMENT **			
						INVOICE TOTAL:	97.50	*
	84517	08/28/25	01	RT47 WATER MAIN	51-510-60-00-6035		438.00	
			02	RELOCATION-WATER PARKWAY TO	** COMMENT **			
			03	BERTRAM	** COMMENT **			
						INVOICE TOTAL:	438.00	*
	84518	08/28/25	01	RT47 UTILITY RELOCATION-	51-510-60-00-6035		540.00	
			02	CARPENTER TO WATERPARK WAY	** COMMENT **			
						INVOICE TOTAL:	540.00	*
	84519	08/28/25	01	YORKVILLE SOLAR-NEXAMP	90-212-00-00-0111		548.50	
						INVOICE TOTAL:	548.50	*
	84520	08/28/25	01	CORNEILS RD SOLAR/BEECHER RD	90-216-00-00-0111		744.25	
			02	SOLAR	** COMMENT **			
						INVOICE TOTAL:	744.25	*

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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543539	EEI	ENGINEERING ENTERPRISES, INC.							
	84521		08/28/25	01	GRANDE RESERVE UNIT 21	90-222-00-00-0111		14,893.00	
						INVOICE TOTAL:		14,893.00	*
	84522		08/28/25	01	GRANDE RESERVE UNIT 28	90-244-00-00-0111		2,058.50	
						INVOICE TOTAL:		2,058.50	*
	84523		08/28/25	01	LM-RT126 WATER MAIN IMPRVMNT	51-510-60-00-6011		6,660.00	
						INVOICE TOTAL:		6,660.00	*
		*** VOID---LEADER CHECK ***							
543540	EEI	ENGINEERING ENTERPRISES, INC.							
	84524		08/28/25	01	GRANDE RESERVE UNITS 10 & 11	90-223-00-00-0111		1,703.75	
						INVOICE TOTAL:		1,703.75	*
	84525		08/28/25	01	LM-LAND ACUISITION SERVICES	51-510-60-00-6011		2,767.50	
						INVOICE TOTAL:		2,767.50	*
	84526		08/28/25	01	FAXON RD RECONSTRUCTION	23-230-60-00-6046		175.50	
						INVOICE TOTAL:		175.50	*
	84527		08/28/25	01	KENNEDY RD ROADWAY IMPRVMNTS	23-230-60-00-6040		10,710.00	
						INVOICE TOTAL:		10,710.00	*
	84528		08/28/25	01	2820 BEECHER SOLAR	90-231-00-00-0111		229.00	
						INVOICE TOTAL:		229.00	*
	84529		08/28/25	01	COUNTRYSIDE LIFT STATION	52-520-60-00-6074		5,960.00	
				02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:		5,960.00	*
	84530		08/28/25	01	2024 SANITARY SEWER LINING	52-520-60-00-6025		951.00	
						INVOICE TOTAL:		951.00	*

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

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543540	EEI	ENGINEERING ENTERPRISES, INC.							
	84531		08/28/25	01	PIONEER DEVELOPMENT-PROJECT	90-242-00-00-0111		4,430.75	
				02	CARDINAL	** COMMENT **			
						INVOICE TOTAL:		4,430.75	*
	84532		08/28/25	01	HEARTLAND MEADOWS WEST	90-232-00-00-0111		696.00	
						INVOICE TOTAL:		696.00	*
	84535		08/28/25	01	2025 ROAD PROGRAM-MFT	23-230-60-00-6028		1,109.75	
						INVOICE TOTAL:		1,109.75	*
	84536		08/28/25	01	COSTCO	90-239-00-00-0111		29,674.25	
						INVOICE TOTAL:		29,674.25	*
	84537		08/28/25	01	1106 S BRIDGE ST-NEWLY WEDS	90-237-00-00-0111		424.50	
						INVOICE TOTAL:		424.50	*
	84538		08/28/25	01	FOX HAVEN-1115, LLC	90-236-00-00-0111		8,161.37	
						INVOICE TOTAL:		8,161.37	*
	84539		08/28/25	01	ELDAMAIN WATER MAIN LOOP-N	51-510-60-00-6024		4,406.79	
						INVOICE TOTAL:		4,406.79	*
	84540		08/28/25	01	ELDAMAIN WATER MAIN LOOP-S	51-510-60-00-6024		8,814.50	
						INVOICE TOTAL:		8,814.50	*
	84541		08/28/25	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00	
						INVOICE TOTAL:		1,900.00	*
						CHECK TOTAL:		149,413.02	
543541	EEI	ENGINEERING ENTERPRISES, INC.							
	84543		08/28/25	01	PUBLIC WORKS SITE-BOOMBAH	24-216-60-00-6042		10,263.75	
						INVOICE TOTAL:		10,263.75	*
						CHECK TOTAL:		10,263.75	

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

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543542	EEI	ENGINEERING ENTERPRISES, INC.						
	84544	08/28/25	01	SOUTHERN SANITARY SEWER	52-520-60-00-6024		30,830.75	
			02	CONNECTION-LP	** COMMENT **			
						INVOICE TOTAL:	30,830.75	*
	84545	08/28/25	01	LAKE MICHIGAN-WIFIA LOAN APP	51-510-60-00-6011		1,418.50	
						INVOICE TOTAL:	1,418.50	*
	84546	08/28/25	01	LM-SOUTH RECEIVING STATION	51-510-60-00-6011		11,776.23	
						INVOICE TOTAL:	11,776.23	*
	84547	08/28/25	01	LM-SOUTH RECEIVING STATION	51-510-60-00-6011		4,545.50	
			02	STANDPIPE	** COMMENT **			
						INVOICE TOTAL:	4,545.50	*
	84548	08/28/25	01	LM-NORTHWEST ELEVATED WATER	51-510-60-00-6011		27,192.63	
			02	STORAGE TANK	** COMMENT **			
						INVOICE TOTAL:	27,192.63	*
	84549	08/28/25	01	LM-BLUSTEM WATER MAIN IMPRVMNT	51-510-60-00-6011		17,210.50	
						INVOICE TOTAL:	17,210.50	*
	84550	08/28/25	01	2025 LOCAL ROAD PROGRAM	23-230-60-00-6028		38,431.50	
						INVOICE TOTAL:	38,431.50	*
	84551	08/28/25	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		1,782.75	
						INVOICE TOTAL:	1,782.75	*
	84552	08/28/25	01	GRANDE RESERVE UNIT 13	01-640-54-00-5465		1,342.50	
						INVOICE TOTAL:	1,342.50	*
	84553	08/28/25	01	BERTRAM DR CONNECTION	23-230-60-00-6098		10,924.00	
						INVOICE TOTAL:	10,924.00	*
	84554	08/28/25	01	CANNONBALL TR SHARED USE PATH-	01-640-54-00-5465		4,049.00	

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

UNITED CITY OF YORKVILLE
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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543542	EEI	ENGINEERING ENTERPRISES, INC.							
	84554		08/28/25	02	FEASIBILITY STUDY	** COMMENT **			
							INVOICE TOTAL:	4,049.00	*
	84555		08/28/25	01	PROLOGIS/PROJECT STEEL	90-246-00-00-0111		243.00	
							INVOICE TOTAL:	243.00	*
	84556		08/28/25	01	2026 WATER MAIN IMPROVEMENTS	51-510-60-00-6025		19,445.00	
							INVOICE TOTAL:	19,445.00	*
	84557		08/28/25	01	801 PRIAIRIE PONTE DR-REDS	90-248-00-00-0111		2,224.00	
							INVOICE TOTAL:	2,224.00	*
	84558		09/04/25	01	2025 NPDES PROGRAM & ANNUAL	01-640-54-00-5465		462.25	
				02	REPORT	** COMMENT **			
							INVOICE TOTAL:	462.25	*
	84560		08/28/25	01	2025 WATER MAIN REPLACEMENT	51-510-60-00-6025		27,270.74	
							INVOICE TOTAL:	27,270.74	*
	84572		08/28/25	01	NORTH RT47 IMPROVEMENTS	01-640-54-00-5465		2,256.75	
							INVOICE TOTAL:	2,256.75	*
						CHECK TOTAL:		201,405.60	
543543	FERGUSON	FURGUSON WATERWORKS #2516							
	0531578		08/18/25	01	MARKING PAINT	51-510-56-00-5665		105.88	
							INVOICE TOTAL:	105.88	*
						CHECK TOTAL:		105.88	
543544	FIRSTNET	AT&T MOBILITY							
	287313454005X0903202		08/25/25	01	AUG 2025 MOBILE DEVICES	01-220-54-00-5440		42.27	

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL		

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

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543544	FIRSTNET AT&T MOBILITY						
	287313454005X0903202	08/25/25	02	AUG 2025 MOBILE DEVICES	51-510-54-00-5440		121.57
			03	AUG 2025 MOBILE DEVICES	01-110-54-00-5440		84.54
			04	AUG 2025 MOBILE DEVICES	01-210-54-00-5440		877.72
			05	AUG 2025 MOBILE DEVICES	79-795-54-00-5440		136.72
					INVOICE TOTAL:		1,262.82 *
					CHECK TOTAL:		1,262.82
543545	FIRSTNET AT&T MOBILITY						
	287313454207X0903202	08/25/25	01	AUG 2025 MOBILE DEVICES	01-220-54-00-5440		404.61
			02	AUG 2025 MOBILE DEVICES	79-790-54-00-5440		36.24
			03	AUG 2025 MOBILE DEVICES	79-795-54-00-5440		157.02
			04	AUG 2025 MOBILE DEVICES	51-510-54-00-5440		277.80
			05	AUG 2025 MOBILE DEVICES	52-520-54-00-5440		72.48
					INVOICE TOTAL:		948.15 *
					CHECK TOTAL:		948.15
543546	GROOT GROOT INC						
	15018234T102	09/01/25	01	AUG 2025 REFUSE SERVICE	01-540-54-00-5442		164,152.41
			02	AUG 2025 SENIOR REFUSE SERVICE	01-540-54-00-5441		5,292.71
					INVOICE TOTAL:		169,445.12 *
					CHECK TOTAL:		169,445.12
543547	HARRIS HARRIS COMPUTER SYSTEMS						
	MSIXT0000638	08/27/25	01	AUG 2025 MYGOVHUB FEES	01-120-54-00-5462		108.49
			02	AUG 2025 MYGOVHUB FEES	51-510-54-00-5462		162.74
			03	AUG 2025 MYGOVHUB FEES	52-520-54-00-5462		47.86
					INVOICE TOTAL:		319.09 *
					CHECK TOTAL:		319.09

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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543548	HARTROB	ROBBIE HART							
	091925-PER DIEM		09/10/25	01	FIRST LINE SUPERVISORY SKILLS	01-210-54-00-5415		100.00	
				02	TRAINING MEAL PER DIEMS	** COMMENT **			
						INVOICE TOTAL:		100.00	*
						CHECK TOTAL:		100.00	
543549	HIGHSTAR	HIGH STAR TRAFFIC							
	15752		09/05/25	01	LOK CLIPS & BANDS	01-410-54-00-5435		510.30	
						INVOICE TOTAL:		510.30	*
						CHECK TOTAL:		510.30	
543550	ILPD4811	ILLINOIS STATE POLICE							
	20250704811		07/31/25	01	BACKGROUND CHECKS	01-410-54-00-5462		81.00	
				02	BACKGROUND CHECKS	01-110-54-00-5462		27.00	
				03	BACKGROUND CHECKS	01-120-54-00-5462		27.00	
				04	SOLICITOR AND MOBILE	01-110-54-00-5462		81.00	
				05	BACKGROUND CHECKS	** COMMENT **			
						INVOICE TOTAL:		216.00	*
						CHECK TOTAL:		216.00	
543551	ILPHLEBO	ILLINOIS PHLEBOTOMY SERVICES							
	2422		09/01/25	01	08/16/25 PHLEBOTOMY SERVICES	01-210-54-00-5462		425.00	
						INVOICE TOTAL:		425.00	*
						CHECK TOTAL:		425.00	
543552	IMPERINV	IMPERIAL INVESTMENTS							
	JULY 2025 REBATE		09/09/25	01	JUL 2025 BUSINESS DIST REBATE	01-000-24-00-2488		1,340.85	
						INVOICE TOTAL:		1,340.85	*
						CHECK TOTAL:		1,340.85	

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL		

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

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543553	INGEMUNS	INGEMUNSON LAW OFFICES LTD					
	13415	08/04/25	01	JUL 2025 ADMIN HEARINGS	01-210-54-00-5467		500.00
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		500.00
543554	KCGIS	KENDALL COUNTY GIS					
	KCGIS-YRKVL-FY25-Q3	09/09/25	01	JUN-AUG 2025 GIS SERVICES	01-640-54-00-5434		3,785.00
					INVOICE TOTAL:		3,785.00 *
					CHECK TOTAL:		3,785.00
543555	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE					
	2024 FTA BALANCE	09/23/25	01	FTA BOND FEE REIMBURSEMENT	01-000-24-00-2412		140.00
			02	BALANCE DUE TO COUNTY	** COMMENT **		
					INVOICE TOTAL:		140.00 *
					CHECK TOTAL:		140.00
543556	KENCOM	KENCOM PUBLIC SAFETY DISPATCH					
	706	09/03/25	01	JUN-AUG 2025 IP FLEXIBLE REACH	01-640-54-00-5449		115.56
			02	FEES	** COMMENT **		
					INVOICE TOTAL:		115.56 *
					CHECK TOTAL:		115.56
543557	KENDCPA	KENDALL COUNTY CHIEFS OF					
	1280	07/15/25	01	MAY AND JUN 2025 MONTHLY	01-210-54-00-5415		150.00
			02	MEETING FEES	** COMMENT **		
					INVOICE TOTAL:		150.00 *
	1291	07/15/25	01	RESPECT FOR LAW BANQUET FOR 18	01-210-54-00-5415		720.00
					INVOICE TOTAL:		720.00 *
					CHECK TOTAL:		870.00

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
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89-890	DOWNTOWN II TIF
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543558	KENDCROS	KENDALL CROSSING, LLC						
	BD REBATE 07/25	09/09/25	01	JUL 2025 BUSINESS DIST REBATE	01-000-24-00-2487		10,143.31	
					INVOICE TOTAL:		10,143.31	*
					CHECK TOTAL:		10,143.31	
543559	KENPRINT	ANNETTE M. POWELL						
	25-08204	08/20/25	01	4,000 PAYROLL VOUCHERS	01-210-54-00-5430		339.25	
					INVOICE TOTAL:		339.25	*
					CHECK TOTAL:		339.25	
543560	LAWSON	LAWSON PRODUCTS						
	9312544618	06/09/25	01	CABLE TIES, WASHERS, NUTS	01-410-56-00-5620		170.11	
			02	CABLE TIES, WASHERS, NUTS	51-510-56-00-5620		170.11	
			03	CABLE TIES, WASHERS, NUTS	52-520-56-00-5620		170.11	
					INVOICE TOTAL:		510.33	*
					CHECK TOTAL:		510.33	
543561	MARCO	MARCO TECHNOLOGIES LLC						
	563129956	08/27/25	01	08/20-09/20 COPIER CHARGES	01-110-54-00-5485		266.29	
			02	08/20-09/20 COPIER CHARGES	01-120-54-00-5485		266.27	
			03	08/20-09/20 COPIER CHARGES	01-220-54-00-5485		532.58	
			04	08/20-09/20 COPIER CHARGES	01-210-54-00-5485		684.73	
			05	08/20-09/20 COPIER CHARGES	01-410-54-00-5485		53.80	
			06	08/20-09/20 COPIER CHARGES	51-510-54-00-5485		53.80	
			07	08/20-09/20 COPIER CHARGES	52-520-54-00-5485		53.79	
			08	08/20-09/20 COPIER CHARGES	79-790-54-00-5485		161.39	
			09	08/20-09/20 COPIER CHARGES	79-795-54-00-5485		266.29	
					INVOICE TOTAL:		2,338.94	*
					CHECK TOTAL:		2,338.94	

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
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12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
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25-225	PARK & RECREATION CAPITAL
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543562	MARTENSO	MARTENSON TURF PRODUCTS					
	101617	08/25/25	01	FERTILIZER	79-790-56-00-5646		4,345.50
					INVOICE TOTAL:		4,345.50 *
					CHECK TOTAL:		4,345.50
543563	MESIMPSO	M.E. SIMPSON CO, INC					
	45102	08/31/25	01	LEAK DETECTION AT 93 CROOKED	51-510-56-00-5640		1,015.00
			02	CREEK	** COMMENT **		
					INVOICE TOTAL:		1,015.00 *
					CHECK TOTAL:		1,015.00
543564	MIDWSALT	MIDWEST SALT					
	P483889	08/25/25	01	BULK ROCK SALT	51-510-56-00-5638		3,357.83
					INVOICE TOTAL:		3,357.83 *
					CHECK TOTAL:		3,357.83
543565	MUNCOLLE	MUNICIPAL COLLECTION SERVICES					
	030537	07/31/25	01	COMMISSION ON COLLECTIONS	01-210-54-00-5467		90.23
					INVOICE TOTAL:		90.23 *
	030538	07/31/25	01	COMMISSION ON COLLECTIONS	01-210-54-00-5467		48.49
					INVOICE TOTAL:		48.49 *
					CHECK TOTAL:		138.72
543566	NEOPOST	QUADIENT FINANCE USA, INC					
	091025-CITY	09/10/25	01	POSTAGE MACHINE REFILL	01-000-14-00-1410		300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
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12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
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25-215	PUBLIC WORKS CAPITAL
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543567	NICOR NICOR GAS						
	00-41-22-8748 4-0902	09/02/25	01	08/01-09/02 1107 PRAIRIE LN	01-110-54-00-5480		58.24
					INVOICE TOTAL:		58.24 *
	15-64-61-3532 5-0902	09/02/25	01	0/01-09/02 1991 CANNONBALL TR	01-110-54-00-5480		61.54
					INVOICE TOTAL:		61.54 *
	20-52-56-2042 1-0828	08/28/25	01	07/30-08/28 420 FAIRHAVEN	01-110-54-00-5480		151.49
					INVOICE TOTAL:		151.49 *
					CHECK TOTAL:		271.27
543568	PRINTSRC LAMBERT PRINT SOURCE, LLC						
	4898	08/20/25	01	2025 HTD SIGNAGE	79-795-56-00-5602		4,536.00
					INVOICE TOTAL:		4,536.00 *
	4912	08/27/25	01	2025 HTD STAGE BANNERS	79-795-56-00-5602		1,802.50
					INVOICE TOTAL:		1,802.50 *
	4914	08/29/25	01	SIGNS	79-790-56-00-5620		142.50
					INVOICE TOTAL:		142.50 *
					CHECK TOTAL:		6,481.00
543569	R0002666 BIRCHWOOD RESIDENTIAL						
	2024 P-TAX REBATE-OL	09/08/25	01	REDEVELOPMENTAL AGREEMENT	89-890-54-00-5425		23,885.98
			02	INCREMENTAL P-TAX REBATE FOR	** COMMENT **		
			03	111 W. MADISON - OLD JAIL	** COMMENT **		
			04	PROPERTY	** COMMENT **		
					INVOICE TOTAL:		23,885.98 *
					CHECK TOTAL:		23,885.98
543570	R0002668 DAKOTAS BAR & GRILL LLC						

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

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543570	R0002668	DAKOTAS BAR & GRILL LLC						
	2025 HTD MEALS		09/11/25	01	2025 HTD STAFF MEALS	79-795-56-00-5602		327.00
						INVOICE TOTAL:		327.00 *
						CHECK TOTAL:		327.00
543571	R0002722	INDIAN CREEK RECREATION						
	2025 FEE		09/04/25	01	GIRLS BASKETBALL REGISTRATION	79-795-56-00-5606		400.00
				02	FEE FOR 2 TEAMS	** COMMENT **		
						INVOICE TOTAL:		400.00 *
						CHECK TOTAL:		400.00
543572	RCWEGMAN	R.C. WEGMAN CONSTRUCTION						
	5		08/31/25	01	YORKVILLE PUBLIC WORKS AND	24-216-60-00-6042		3,902,161.38
				02	PARKS FACILITY CONTRACTED WORK	** COMMENT **		
						INVOICE TOTAL:		3,902,161.38 *
						CHECK TOTAL:		3,902,161.38
543573	REINDERS	REINDERS, INC.						
	4079710-00		09/02/25	01	REPLACED BROKEN WHEEL BOLTS	79-790-54-00-5495		2,366.97
				02	AND REBUILT BROKEN STEERING	** COMMENT **		
				03	KNUCKLE	** COMMENT **		
						INVOICE TOTAL:		2,366.97 *
						CHECK TOTAL:		2,366.97
543574	SISLERS	SISLER'S ICE, INC.						
	110000653		08/28/25	01	2025 HTD ICE	79-795-56-00-5606		1,050.00
						INVOICE TOTAL:		1,050.00 *
						CHECK TOTAL:		1,050.00

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

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 09/23/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543575	SOEBBINR ROMAN SOEBBING						
	082920-PER DIEM	08/29/20	01	CRIME SCENE INVESTIGATION	01-210-54-00-5415		95.00
			02	TRAINING MEAL PER DIEMS	** COMMENT **		
					INVOICE TOTAL:		95.00 *
					CHECK TOTAL:		95.00
543576	STANDARD STANDARD & ASSOCIATES, INC.						
	SA000062401	08/29/25	01	APPLICANT PERSONALITY	01-210-54-00-5411		495.00
			02	EVALUATION	** COMMENT **		
					INVOICE TOTAL:		495.00 *
					CHECK TOTAL:		495.00
543577	STATION STATION ONE SMOKE HOUSE						
	2025 EVENT MEALS	09/11/25	01	2025 HTD STAFF MEALS	79-795-56-00-5602		197.00
			02	2025 RIVER FEST STAFF MEALS	79-795-56-00-5606		100.00
					INVOICE TOTAL:		297.00 *
					CHECK TOTAL:		297.00
543578	STEVENS STEVEN'S SILKSCREENING						
	24261	08/27/25	01	STAFF SHIRTS-LOECHI	79-795-56-00-5606		54.00
			02	STAFF SHIRTS-TANNENHAUSER	79-795-56-00-5606		54.00
			03	STAFF SHIRTS-BURNER	79-795-56-00-5606		25.00
					INVOICE TOTAL:		133.00 *
					CHECK TOTAL:		133.00
543579	SUBURLAB SUBURBAN LABORATORIES INC.						
	GA5004485	09/02/25	01	COLIFORM SAMPLING	51-510-54-00-5429		938.00
					INVOICE TOTAL:		938.00 *
					CHECK TOTAL:		938.00

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	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

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 09/23/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543580	TRAFFIC TRAFFIC CONTROL CORPORATION						
	160194	08/27/25	01	INSTALL GALVANIZED BASE AND	01-410-54-00-5435		1,599.00
			02	LEDS	** COMMENT **		
					INVOICE TOTAL:		1,599.00 *
	160232	08/28/25	01	THERMOSTAT	01-410-54-00-5435		50.00
					INVOICE TOTAL:		50.00 *
	160292	08/29/25	01	SECTION HEAD W/VISORS	01-410-54-00-5435		1,763.00
					INVOICE TOTAL:		1,763.00 *
	160294	08/29/25	01	PED SIGNAL	01-410-54-00-5435		587.00
					INVOICE TOTAL:		587.00 *
	60293	08/29/25	01	BANDING & BACKPLATE HARDWARE	01-410-54-00-5435		410.00
			02	KIT	** COMMENT **		
					INVOICE TOTAL:		410.00 *
					CHECK TOTAL:		4,409.00
543581	TROTSKY TROTSKY INVESTIGATIVE						
	YORKVILLE PD 25-02	07/23/25	01	4 APPLICANT POLYGRAPH EXAMS	01-210-54-00-5411		840.00
					INVOICE TOTAL:		840.00 *
					CHECK TOTAL:		840.00
543582	UNIONHIL UNION HILL SALES & SERVICE INC						
	5551	08/20/25	01	SHAFT	01-410-56-00-5628		402.29
					INVOICE TOTAL:		402.29 *
					CHECK TOTAL:		402.29
543583	URBANCOM URBAN COMMUNICATIONS, INC						

UNITED CITY OF YORKVILLE ILLINOIS EST 1836
County of Kendall County

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

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 09/23/2025

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543583	URBANCOM	URBAN COMMUNICATIONS, INC							
	81377		09/05/25	01	KENCOM RADIO REPAIR	24-216-54-00-5446		1,620.00	
						INVOICE TOTAL:		1,620.00	*
						CHECK TOTAL:		1,620.00	
543584	WATERSER	WATER SERVICES CO.							
	41313		08/29/25	01	INSTALLED FEBCO 825Y	24-216-54-00-5446		733.80	
						INVOICE TOTAL:		733.80	*
						CHECK TOTAL:		733.80	
543585	WATERSYS	WATER SOLUTIONS UNLIMITED, INC							
	7094504		06/10/25	01	CHEMICALS	51-510-56-00-5638		5,336.14	
						INVOICE TOTAL:		5,336.14	*
						CHECK TOTAL:		5,336.14	
543586	WROBELA	ALEX WROBEL							
	081525-PER DIEMS		08/15/25	01	CRIME SCENE INVESTIGATION	01-210-54-00-5415		110.00	
				02	MEAL PER DIEMS	** COMMENT **			
						INVOICE TOTAL:		110.00	*
	090425-PER DIEM		09/04/25	01	BREATH ANALYSIS AND ALCOHOL	01-210-54-00-5415		22.00	
				02	TRAINING MEAL PER DIEMS	** COMMENT **			
						INVOICE TOTAL:		22.00	*
	100825-PER DIEM		09/10/25	01	DWI FIELD SOBRIETY TRAINING	01-210-54-00-5415		57.00	
				02	MEAL PER DIEMS	** COMMENT **			
						INVOICE TOTAL:		57.00	*
						CHECK TOTAL:		189.00	

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				

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 09/23/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543587	YBSD	YORKVILLE BRISTOL					
	2025.017	09/02/25	01	SEPT 2025 LANDFILL EXPENSE	51-510-54-00-5445		34,786.89
					INVOICE TOTAL:		34,786.89 *
	25-AUG	09/02/25	01	AUG 2025 SANITARY FEES	95-000-24-00-2450		442,962.12
					INVOICE TOTAL:		442,962.12 *
					CHECK TOTAL:		477,749.01

TOTAL CHECKS PAID: 5,157,483.64

TOTAL DIRECT DEPOSITS PAID: 390.00

TOTAL AMOUNT PAID: 5,157,873.64

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
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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

UNITED CITY OF YORKVILLE
PAYROLL SUMMARY
September 12, 2025

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	24,741.22	-	24,741.22	1,625.29	1,839.17	28,205.68
FINANCE	16,724.62	-	16,724.62	1,110.52	1,243.55	19,078.69
POLICE	157,529.81	12,763.13	170,292.94	503.75	12,653.14	183,449.83
COMMUNITY DEV.	35,768.74	-	35,768.74	2,391.65	2,655.47	40,815.86
STREETS	30,462.16	32.88	30,495.04	2,024.83	2,328.36	34,848.23
BUILDING & GROUNDS	6,877.81	53.24	6,931.05	470.18	527.30	7,928.53
WATER	25,290.79	4,227.24	29,518.03	1,906.85	2,175.85	33,600.73
SEWER	17,817.07	-	17,817.07	1,183.01	1,308.74	20,308.82
PARKS	39,826.82	656.75	40,483.57	2,548.40	3,040.14	46,072.11
RECREATION	32,637.79	-	32,637.79	1,610.99	2,442.12	36,690.90
LIBRARY	19,650.35	-	19,650.35	864.59	1,445.72	21,960.66
TOTALS	$ 407,327.18	$ 17,733.24	$ 425,060.42	$ 16,240.06	$ 31,659.56	$ 472,960.04

TOTAL PAYROLL **$ 472,960.04**

UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, September 23, 2025

ACCOUNTS PAYABLE		**DATE**		
Manual City Check Register *(Page 1)*		09/02/2025	$	78,762.50
Manual City Check Register *(Page 2)*		09/04/2025		156,246.30
Manual City Check Register *(Pages 3 - 4)*		09/08/2025		30,141.00
Manual City Check Register *(Pages 5 - 8)*		09/12/2025		3,479.00
Manual City Check Register *(Page 9)*		09/16/2025		34,040.00
City Check Register *(Pages 10 - 32)*		09/23/2025		5,157,873.64
	SUB-TOTAL:		**$**	**5,460,542.44**
PAYROLL				
Bi - Weekly *(Page 33)*		09/12/2025	$	472,960.04
	SUB-TOTAL:		**$**	**472,960.04**
	TOTAL DISBURSEMENTS:		**$**	**5,933,502.48**

Reviewed By:	
Legal	■
Finance	☐
Engineer	■
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #3

Tracking Number

PW 2025-86

Agenda Item Summary Memo

Title: KKCOM Call for Projects – Application

Meeting and Date: City Council – September 23, 2025

Synopsis: Application Consideration

Council Action Previously Taken:

Date of Action: PW – 9/16/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-86

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/320/City-Council

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: August 22, 2025
Subject: KKCOM – Call for Projects

Background:

The Kane-Kendall Council of Mayors (KKCOM) will be announcing a call for projects in early October. Generally, KKCOM funds three types of projects, Reconstruction, Minor Rehabilitation and Preservation (Resurfacing). In recent times, the City has taken advantage of the program and has received funding for Bristol Ridge Road (Resurfacing), E Van Emmon Street (Resurfacing), Kennedy Road (Reconstruction).

Question Presented:

Should the City submit an application for the 2025 Call for Projects?

Discussion:

In order to be eligible for federal funding, a roadway must have a FAU Route designation. An exhibit indicating the FAU routes in the City is attached.

Staff has reviewed the City's eligible roadways and are recommending the following:

Cannonball Trail – US Route 34 to IL Route 47

Game Farm Road/Somonauk Road – US Route 34 to IL Route 47

Kennedy Road – IL Route 47 to Bristol Ridge Road

Action Required:

Consideration of authorization to submit application for 2025 Call for Projects.

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO KKCOM 2025 CALL FOR PROJECTS

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

WHEREAS, the Kane-Kendall Council of Mayors ("*KKCOM*") annually chooses certain municipal roadway improvement projects to receive KKCOM funding (the "*Program*"); and

WHEREAS, the City has previously applied for and received funding assistance through the Program for various roadway improvement projects within the City's corporate boundaries; and

WHEREAS, the City's engineers have identified three roadway improvement projects that would qualify for funding assistance through the Program, and have requested the City submit an application for funding to the Program; and

WHEREAS, the Mayor and City Council (the "*Corporate Authorities*") desire to take advantage of the Program and therefore wish to authorize the City's engineers to submit an application to the Program.

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

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

Section 2. The Corporate Authorities hereby authorize the City's engineers to submit an application to the Kane-Kendall Council of Mayors 2025 call for road improvement projects.

Section 3. This Resolution shall be in full force and effect upon its passage and approval 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.

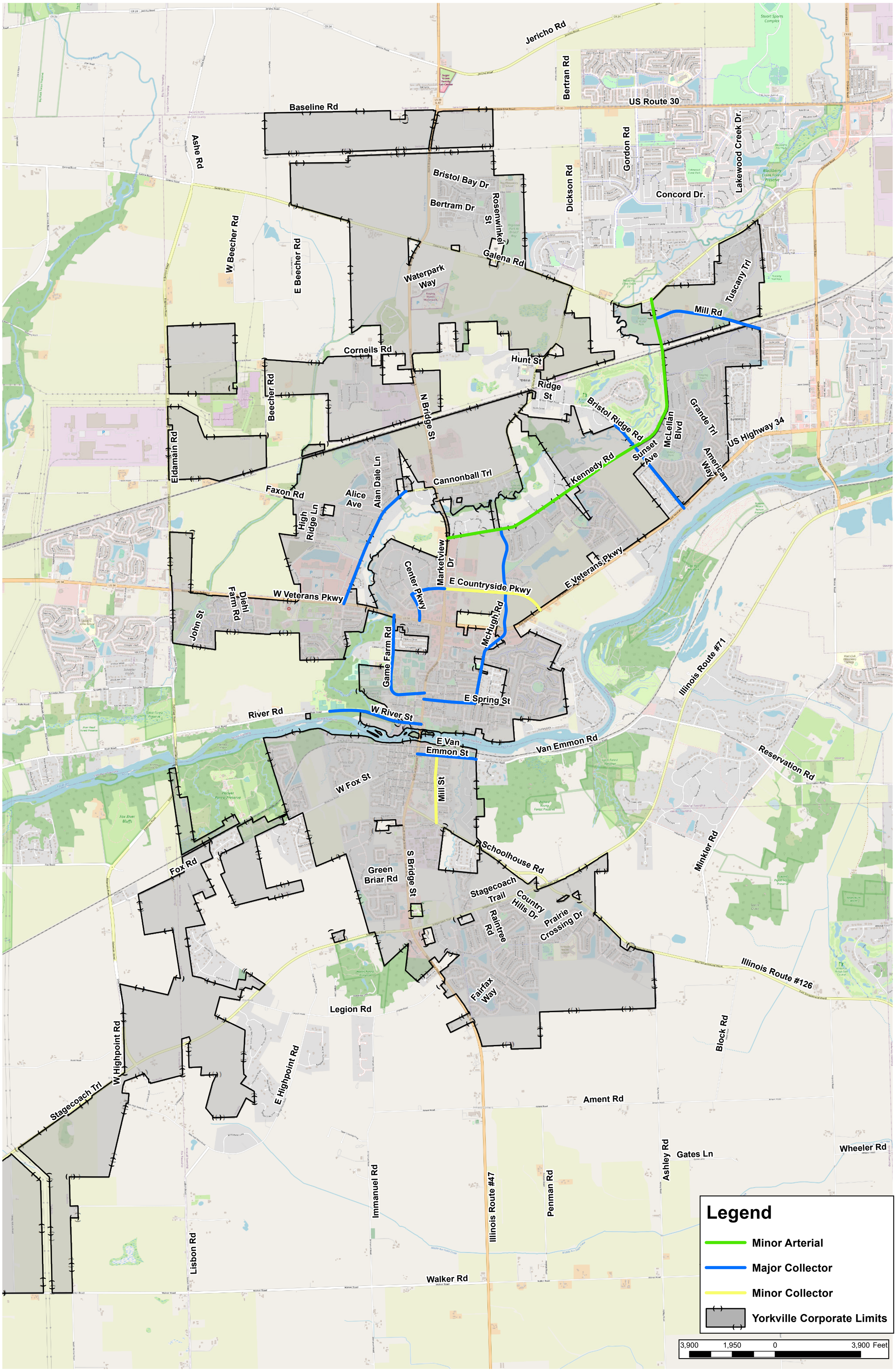
_____

MAYOR

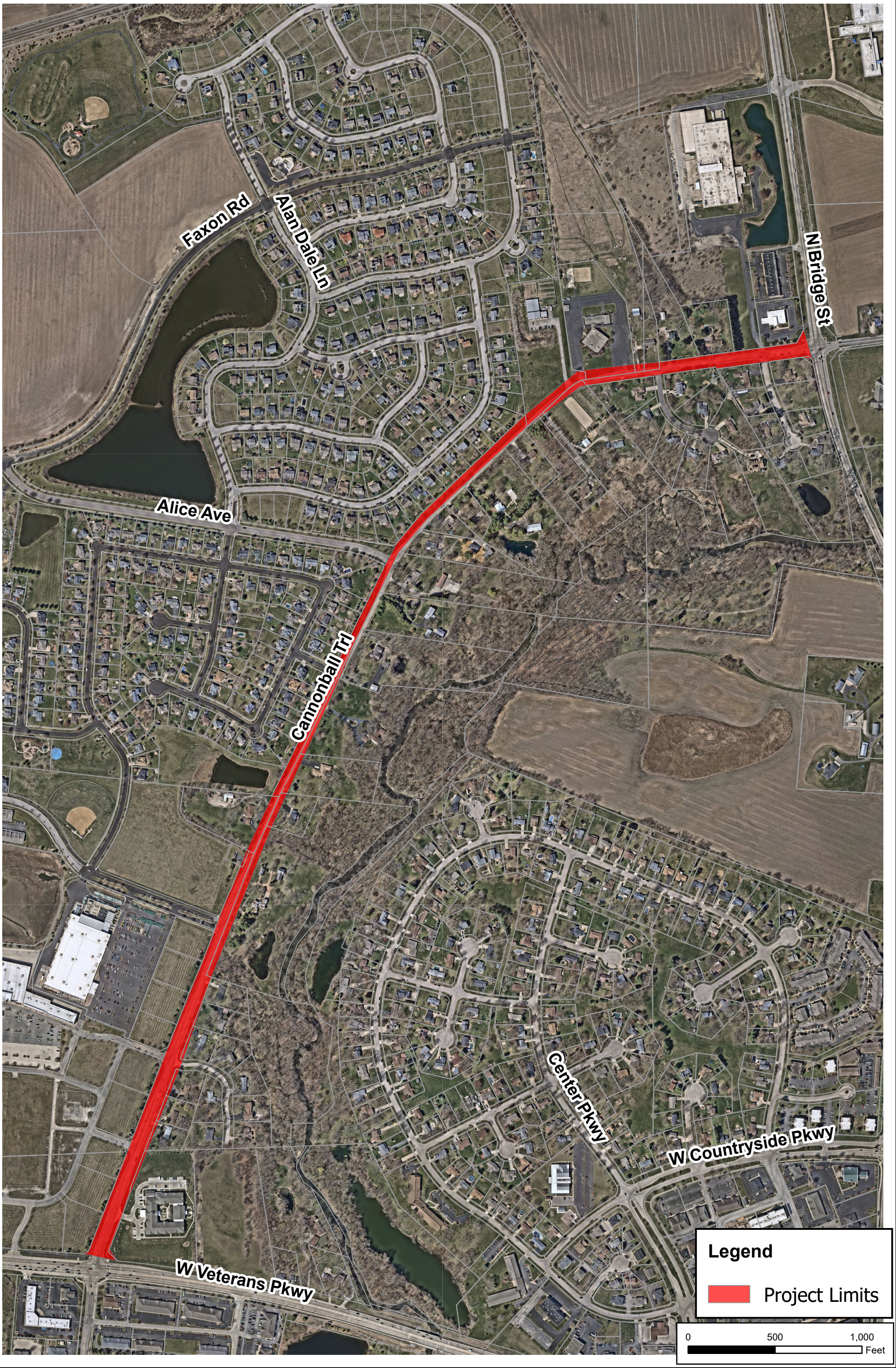
Attest:

_____

CITY CLERK



Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove, Illinois 60554 (630) 466-6700 *www.eeiweb.com*	**CITY OF YORKVILLE** Kendall County, IL	DATE: SEPTEMBER 2023 PROJECT NO.: YO2300 BY: MJT PATH: H:/GIS/PUBLIC/YORKVILLE/2023/YO2300 FILE: YO2300 FAU ROUTE MAP YORKVILLE OWNERSHIP.MXD	**FAU ROUTE MAP** **CITY OF YORKVILLE**	**LOCATION MAP** **YORKVILLE'S JURISDICTION**	N W E S



Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove, Illinois 60554 (630) 466-6700 www.eeiweb.com	**United City of Yorkville** 651 Prairie Pointe Drive Yorkville, IL 60560	DATE: AUGUST 2025 PROJECT NO.: YO2500 BY: MJT PATH: H:/GIS/PUBLIC/YORKVILLE/2025/YO2500 FILE: YO2500_ROADWORK LOCATION MAPS	**CANNONBALL TRL**	**LOCATION MAP**	N W E S



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

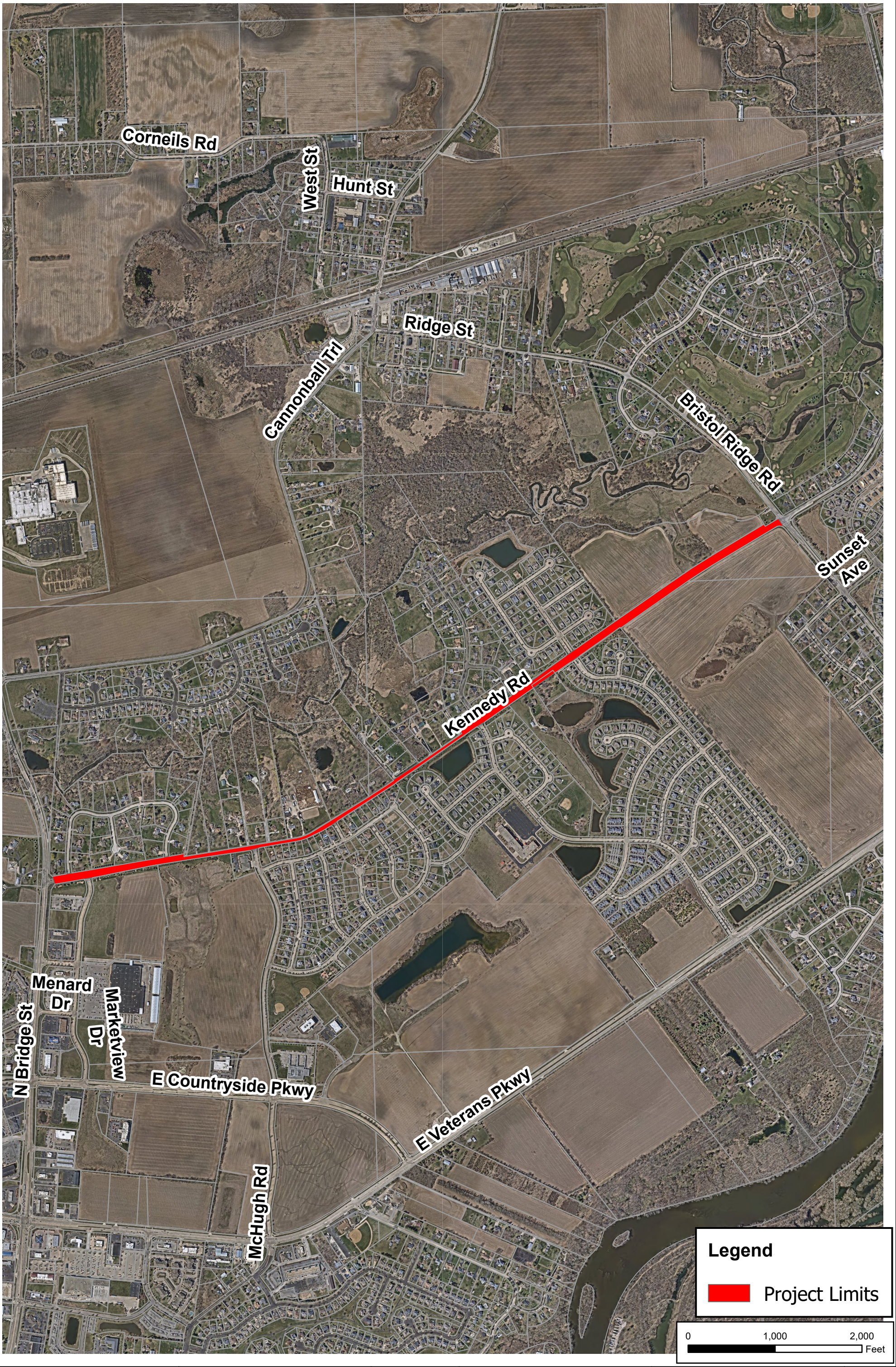
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

DATE:	AUGUST 2025
PROJECT NO.:	YO2500
BY:	MJT
PATH:	H:/GIS/PUBLIC/YORKVILLE/2025/YO2500
FILE:	YO2500_ROADWORK LOCATION MAPS

GAME FARM RD & W SOMONAUK ST

LOCATION MAP

N
W E
S



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

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

DATE:	AUGUST 2025
PROJECT NO.:	YO2500
BY:	MJT
PATH:	H:/GIS/PUBLIC/YORKVILLE/2025/YO2500
FILE:	YO2500_ROADWORK LOCATION MAPS

KENNEDY RD

LOCATION MAP

N
W E
S

Reviewed By:	
Legal	☐
Finance	☐
Engineer	■
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #4

Tracking Number

PW 2025-87

Agenda Item Summary Memo

Title: 2026 Road to Better Roads MFT Project Design Engineering Services Proposal

Meeting and Date: City Council – September 23, 2025

Synopsis: Proposed design engineering agreement from EEI for the MFT portion of the yearly Road to Better Roads program.

Council Action Previously Taken:

Date of Action: PW – 9/16/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-87

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse (Name) Public Works (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/320/City-Council

Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: August 12, 2025
Subject: RTBR MFT Project Design Eng. Agreement

Summary

A proposed design engineering agreement from EEI for the MFT portion of our Road to Better Roads program.

Background

This is our yearly pavement replacement program that we have been performing for over a decade. This program is approximately $1.6M per year on average and was our only road program until 2 years ago when the supplemental program was approved to assist with paving additional areas each year.

For the upcoming year, the proposed areas are River's Edge, Briarwood, and continuing to patch and repair the concrete pavement around the Menard's area.

EEI is proposing a fixed fee of $89,914 and direct expenses to be $6,000 for a total of $95,914. For this amount, EEI proposed to provide project management, geotechnical investigations and reports, preparing pre-final plans with EOPC, submitting plans to IDOT and gaining approval, and bidding and contracting.

There is currently $92,000 budgeted in the approved FY26 budget for this expense. Although EEI's proposed fee is slightly higher, staff believes we can keep this project under budget.

Recommendation

Staff recommends approval of this proposed agreement with EEI in the amount of $95,914.

Resolution No. 2025-_____

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

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

WHEREAS, the City's Public Works Department plans to perform patching and concrete pavement repairs in various areas around River's Edge, Briarwood, and the Menards area (the "Project"); and

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

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

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

WHEREAS, the City administration recommends approval of the Agreement.

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute a *2026 Road*

to Better Roads Program, United City of Yorkville, Professional Services Agreement – Design Engineering, attached hereto as *Exhibit A*.

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

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

City Clerk

2026 Road to Better Roads Program
United City of Yorkville
Professional Services Agreement – Design Engineering

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

A. Services:

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

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of $89,914, of which direct expenses are estimated at $6,000. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: _x_ United States Citizen __ Resident Alien ___ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld

on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ___ Individual ___ Real Estate Agent ___ Sole Proprietorship ___ Government Entity ___ Partnership ___ Tax Exempt Organization (IRC 501(a) only) _x_ Corporation ___ Not for Profit Corporation ___ Trust or Estate ___ Medical and Health Care Services Provider Corp.

I. Indemnification:

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimated Level of Effort and Associated Cost
Attachment D:	Estimated Schedule
Attachment E:	Location Map
Attachment F:	2025 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

City Administrator and City Clerk
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

For the ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this _____day of _____, 2025.

United City of Yorkville:	Engineering Enterprises, Inc.:
_____	_____
John Purcell Mayor	Brad Sanderson, PE Chief Operating Officer / President
_____	_____
Jori Behland City Clerk	Angie Smith Director of Marketing & Business Development

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations. ENGINEER agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

(a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;

(b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;

(c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.

(d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

2026 Road to Better Roads Program
United City of Yorkville, IL
Professional Services Agreement - Design Engineering

Attachment B – Scope of Services

DESIGN ENGINEERING

- Process required documents with the Illinois Department of Transportation for Motor Fuel Tax Projects including:
  - BLR 14220 - Resolution
  - BLR 14222 - Municipal Estimate of Maintenance Costs
  - BLR 11510 - Preliminary Estimate of Cost
- Conduct site visit(s) to assess condition of existing pavement, curb and gutter, sidewalk, drainage, structures and identify non-compliant sidewalk curb ramps.
- Conduct site visit(s) to assess condition of existing concrete pavement on Carpenter Street, Countryside Parkway, Marketview Drive and Menard Drive.
- Obtain, review and inventory existing utility, roadway, right-of-way, ownership, soil data, etc.
- Obtain utility information to identify potential conflicts, as necessary.
- Obtain geotechnical site data, consisting of pavement cores taken every 1000-1500 feet, as necessary.
- Coordinate documentation for CCDD Management of soils, as necessary.
- Coordinate and develop with City Staff the final scope of improvements
- Coordinate City wide striping program
- Coordinate City wide crack sealing program
- Confirm pavement design and rehabilitation methodology.
- Prepare MFT General Maintenance Section bid package, and ancillary documents, including:
  - BLR 12200 – Local Public Agency Formal Contract Proposal
  - BLR 12201 – Schedule of Prices
  - BLR 12230 – Local Agency Proposal Bid Bond
  - BLR 12325 - Apprenticeship Certification
  - BLR 12326 – Affidavit of Illinois Business Office
  - BC 57 - Affidavit of Availability
  - Index for Supplemental Specifications and Recurring Special Provisions
  - Check Sheet for Recurring Special Provisions
  - BLR 11310 - Special Provisions
  - Bureau of Design and Environment Special Provisions/Check sheets
  - Local Roads Special Provisions
  - Location Map
  - Existing/Proposed Typical Sections
  - Summary of Quantities
  - Proposed Plan Sheets
  - Prevailing Wage
  - Highway Standards
  - City Standards/Details
  - Core Report (Provided by Rubino Engineering)
  - CCDD Documents (Provided by Rubino Engineering)
- Coordinate IDOT and City review, including revisions and approval
- Prepare preliminary and final cost estimates
- Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required; facilitate IDOT approval of Contract

- Attend public meetings with Staff to review design progress
- Provide all bid packages in 8 ½" x 11½" format
- Provide planning/design/construction schedule and frequent updates regarding any potential items affecting the schedule

ATTACHMENT C: ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2523-P	
PROJECT TITLE	**DATE**	**PREPARED BY**
2026 Road To Better Roads Program - Design Engineering	8/7/25	CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 1	PE	SPT 1	ST	ADMIN	HOURS	COST
		PERSON									
		RATE	$246	$218	$193	$175	$171	$146	$75		
DESIGN ENGINEERING											
2.1	Project Management and Coordination		4	14	10	4				32	$ 6,666
2.2	Project Meetings		4	4	4	6				18	$ 3,678
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)			4		6				10	$ 1,922
2.4	Analyze/Finalize Roadway Rehabilitation Methods			2		10				12	$ 2,186
2.5	Site Review, Identification of Required Improvements			8	24	80				112	$ 20,376
2.6	Prepare Pre-Final Bid Package/Exhibits - 90%			12	48	120	6	12	4	202	$ 35,958
2.7	Prepare Engineer's Opinion of Probable Construction Cost - 90%		2	2		8				12	$ 2,328
2.8	Submit Bid Package for IDOT Review			2	4	8				14	$ 2,608
2.9	Revise and Resubmit Bid Package for IDOT Approval/Advertisement			2	4	4	2	4	2	18	$ 2,984
2.10	Bidding and Contracting		2	6	6	12			2	28	$ 5,208
	Design Engineering Subtotal:		**12**	**56**	**100**	**258**	**8**	**16**	**8**	458	$ 83,914
	PROJECT TOTAL:		**12**	**56**	**100**	**258**	**8**	**16**	**8**	**458**	**83,914**

EEI STAFF

PIC	Principal In Charge
PM	Project Manager
SPE 1	Senior Project Engineer I
PE	Project Engineer
SPT 1	Senior Project Technician I
ST	Senior Technician
ADMIN	Adminstrative Assistant

DIRECT EXPENSES		
Printing/Scanning =	$	300
Rubino (Cores & CCDD) =	$	5,700
DIRECT EXPENSES =	**$**	**6,000**
LABOR SUMMARY		
EEI Labor Expenses =	$	83,914
TOTAL LABOR EXPENSES	**$**	**83,914**
TOTAL COSTS	**$**	**89,914**

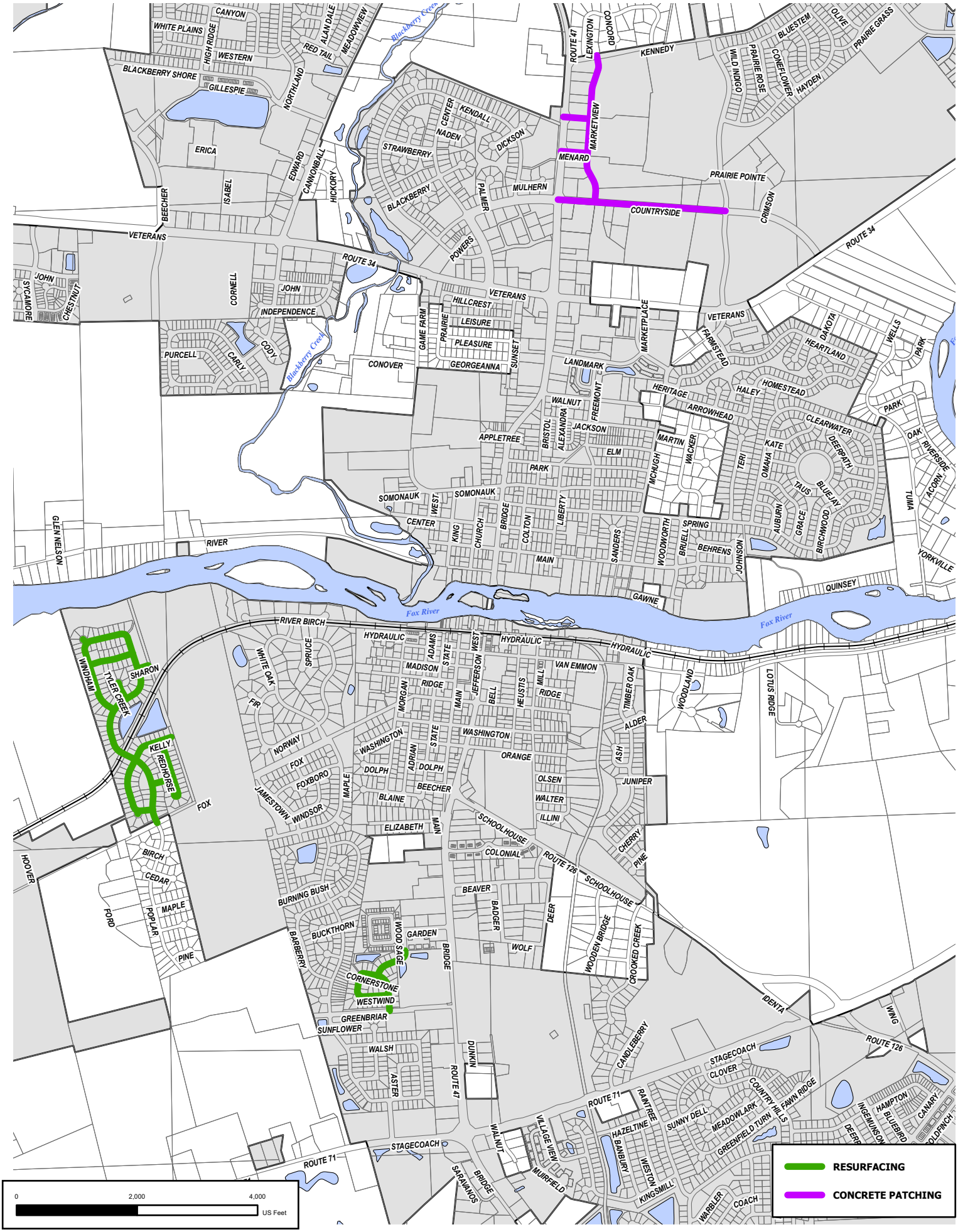
ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2523	
PROJECT TITLE	**DATE**	**PREPARED BY**
2026 Road to Better Roads Program - Design Engineering	8/8/25	CJO

TASK NO.	TASK DESCRIPTION	2025				2026					
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
DESIGN ENGINEERING											
2.1	Project Management and Coordination										
2.2	Project Meetings										
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)										
2.4	Analyze/Finalize Roadway Rehabilitation Methods										
2.5	Site Review, Identification of Required Improvements										
2.6	Prepare Pre-Final Bid Package/Exhibits - 90%										
2.7	Prepare Engineer's Opinion of Probable Construction Cost - 90%										
2.8	Submit Bid Package for IDOT Review; IDOT Review										
2.9	Revise and Resubmit Bid Package for IDOT Approval/Advertisement										
2.10	Bidding and Contracting										
	Construction*										

* A separate construction engineering agreement will be provided.

52 Wheeler Road, Sugar Grove, IL 60554 Tel: 630.466.6700 Fax: 630.466.6701 www.eeiweb.com



Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove, Illinois 60554 (630) 466-6700 www.eeiweb.com	**United City of Yorkville** 651 Prairie Pointe Dr. Yorkville, IL 60560	DATE: AUGUST 2025 PROJECT NO.: YO25C0 BY: MJT PATH: H:\GIS\PUBLIC\YORKVILLE\2025\YO25C0 FILE: Yorkville_2026_MFT_Road_Program	**2026 MFT ROAD PROGRAM** UNITED CITY OF YORKVILLE, ILLINOIS	ATTACHMENT E **LOCATION MAP**

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

ATTACHMENT F

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	$256.00
Principal	E-3	$251.00
Senior Project Manager	E-2	$243.00
Project Manager	E-1	$218.00
Senior Project Engineer/Surveyor II	P-6	$208.00
Senior Project Engineer/Surveyor I	P-5	$193.00
Project Engineer/Surveyor	P-4	$175.00
Senior Engineer/Surveyor	P-3	$161.00
Engineer/Surveyor	P-2	$146.00
Associate Engineer/Surveyor	P-1	$132.00
Senior Project Technician II	T-6	$182.00
Senior Project Technician I	T-5	$171.00
Project Technician	T-4	$159.00
Senior Technician	T-3	$146.00
Technician	T-2	$132.00
Associate Technician	T-1	$115.00
Engineering/Land Surveying Intern	I-1	$ 85.00
Director of Marketing and Business Development	M-4	$135.00
Marketing Coordinator	M-2	$100.00
Executive Administrative Assistant	A-4	$ 80.00
Administrative Assistant	A-3	$ 75.00

VEHICLES. DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS*

Vehicle for Construction Observation		$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		$235.00
Expert Testimony		$290.00
In-House Scanning and Reproduction	$0.25/Sq. Ft. (Black & White) $1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	

* unless specified otherwise in agreement

Reviewed By:	
Legal	☐
Finance	☐
Engineer	■
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #5

Tracking Number

PW 2025-88

Agenda Item Summary Memo

Title: 2026 RTBR Supplemental Paving Project Design Engineering Services Proposal

Meeting and Date: City Council – September 23, 2025

Synopsis: Proposed design engineering agreement from EEI for the supplemental portion of the yearly Road to Better Roads program.

Council Action Previously Taken:

Date of Action: PW – 9/16/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-88

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse (Name) Public Works (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/320/City-Council

Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: August 12, 2025
Subject: RTBR Supplemental Paving Design Eng. Agreement

Summary

A proposed design engineering agreement from EEI for the 2026 Supplemental Paving project.

Background

This program was started a few years ago to assist our MFT program in paving all the streets that need it. The City has many streets in subdivisions that were paved in the early 2000's that were all coming due for repaving at approximately the same time along with our normal paving and paving areas of water main replacement instead of just patching the water main trench. This year, the areas of focus are Fox Highlands, portions of Raintree Village, and areas in the older part of town on the south side where it is in conjunction with the water main replacement program.

EEI is proposing a fixed fee of $179,992 and direct expenses to be $14,740 for a total of $194,732. For this amount, EEI proposed to provide project management, geotechnical investigations, and reports, preparing pre-final plans with EOPC, submitting plans to IDOT and gaining approval, and bidding and contracting.

There is currently $180,000 budgeted in the approved FY26 budget for this expense. Although EEI's proposed fee is slightly higher, staff believes we can keep this project under budget.

Recommendation

Staff recommends approval of this proposed agreement with EEI in the amount of $194,732.

Resolution No. 2025-_____

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

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

WHEREAS, the City's Public Works Department plans to perform repaving to various streets within the Fox Highlands and Raintree Subdivisions, and areas on the south side in conjunction with the water main replacement program (the "Project"); and

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

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

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

WHEREAS, the City administration recommends approval of the Agreement.

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute a *2026 Local*

Road Program, United City of Yorkville, Professional Services Agreement – Design Engineering, attached hereto as *Exhibit A*.

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

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

City Clerk

2026 Local Road Program
United City of Yorkville
Professional Services Agreement – Design Engineering

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

A. Services:

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

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of $179,992, of which direct expenses are estimated at $14,740. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: _x_ United States Citizen __ Resident Alien ___ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld

on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ___ Individual ___ Real Estate Agent ___ Sole Proprietorship ___ Government Entity ___ Partnership ___ Tax Exempt Organization (IRC 501(a) only) _x_ Corporation ___ Not for Profit Corporation ___ Trust or Estate ___ Medical and Health Care Services Provider Corp.

I. Indemnification:

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimated Level of Effort and Associated Cost
Attachment D:	Estimated Schedule
Attachment E:	Location Map
Attachment F:	2025 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

City Administrator and City Clerk
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

For the ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this _____day of _____, 2025.

United City of Yorkville:

_____
John Purcell
Mayor

_____
Jori Behland
City Clerk

Engineering Enterprises, Inc.:

_____
Brad Sanderson, PE
Chief Operating Officer / President

_____
Angie Smith
Director of Marketing & Business Development

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations. ENGINEER agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

(a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;

(b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;

(c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.

(d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

2026 Local Road Program
United City of Yorkville, IL
Professional Services Agreement - Design Engineering

Attachment B – Scope of Services

DESIGN ENGINEERING

- Obtain, review and inventory existing utility, roadway, right-of-way, ownership, soil data, etc.
- Obtain utility information to identify potential conflicts, as necessary
- Obtain geotechnical site data, consisting of pavement cores taken every 1000-1500 feet, as necessary
- Coordinate documentation for CCDD management of soils, as necessary
- Coordinate and develop with City staff the final scope of improvements
- Conduct site visits to assess condition of existing pavement, curb and gutter, sidewalk, ADA compliance, drainage and structures
- Conduct site visit for City Wide Sidewalk Rehabilitation Program
- Confirm pavement design and rehabilitation methodology
- Prepare construction specifications, consisting of, but not limited to the following:
    - All required bidding and letting information and contractual forms
    - City special provisions and contracting information
    - Project specific specifications and special provisions
    - State specifications and provisions
    - Prevailing Wages
    - Bureau of Design and Environmental special provisions
    - Local Roads special provisions
    - Location Map
    - IDOT Highway Standards
    - Pavement Core Reports (Provided by Rubino Engineering)
    - CCDD Documents (Provided by Rubino Engineering)
    - Summary of Quantities
    - Aerial Exhibits showing improvement limits
    - Existing and Proposed typical sections
    - Proposed Plan Sheets
- Coordinate City Asphalt Rejuvenation Program for streets that were resurfaced in 2025
- Coordinate City Wide Sidewalk Replacement Program
- Coordinate City review, including revisions as needed
- Prepare preliminary and final cost estimates
- Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required
- Attend public meetings with staff to review design progress
- Provide all bid packages in 8 ½” x 11 ½” format
- Provide planning/design/construction schedule and frequent updates regarding any potential items affecting the schedule

ATTACHMENT C: ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2523-P	
PROJECT TITLE	**DATE**	**PREPARED BY**
2026 Road To Better Roads Program - Design Engineering	8/7/25	CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 1	PE	SPT 1	ST	ADMIN	HOURS	COST
		PERSON									
		RATE	$246	$218	$193	$175	$171	$146	$75		
DESIGN ENGINEERING											
2.1	Project Management and Coordination		6	32	16	8				62	$ 12,940
2.2	Project Meetings		4	6	6	8				24	$ 4,850
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)			4		8				12	$ 2,272
2.4	Analyze/Finalize Roadway Rehabilitation Methods			4	4	8				16	$ 3,044
2.5	Site Review, Identification of Required Improvements			12	72	160				244	$ 44,512
2.6	Final Exhibits, Plans, Specifications and Estimates			12	96	180	64	120	4	476	$ 81,408
2.7	Prepare Engineer's Opinion of Probable Construction Cost		2	6	8	12				28	$ 5,444
2.8	QC/QA of Bid Package			18	6					24	$ 5,082
2.9	Bidding and Contracting		4	6	6	12			2	30	$ 5,700
	Design Engineering Subtotal:		**16**	**100**	**214**	**396**	**64**	**120**	**6**	916	$ 165,252
	PROJECT TOTAL:		**16**	**100**	**214**	**396**	**64**	**120**	**6**	**916**	**165,252**

EEI STAFF

PIC	Principal In Charge
PM	Project Manager
SPE 1	Senior Project Engineer I
PE	Project Engineer
SPT 1	Senior Project Technician I
ST	Senior Technician
ADMIN	Adminstrative Assistant

DIRECT EXPENSES		
Printing/Scanning =	$	500
Rubino (Cores & CCDD) =	$	14,240
DIRECT EXPENSES =	**$**	**14,740**

LABOR SUMMARY		
EEI Labor Expenses =	$	165,252
TOTAL LABOR EXPENSES	**$**	**165,252**

TOTAL COSTS	**$**	**179,992**

ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2523	
PROJECT TITLE	DATE	PREPARED BY
2026 Local Road Program - Design Engineering	8/8/25	CJO

TASK NO.	TASK DESCRIPTION	2025				2026					
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
DESIGN ENGINEERING											
2.1	Project Management and Coordination										
2.2	Project Meetings										
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)										
2.4	Analyze/Finalize Roadway Rehabilitation Methods										
2.5	Site Review, Identification of Required Improvements										
2.6	Final Exhibits, Plans, Specifications and Estimates										
2.7	Prepare Engineer's Opinion of Probable Construction Cost										
2.8	QC/QA of Bid Package										
2.9	Bidding and Contracting										
	Construction*										

* A separate construction engineering agreement will be provided.

52 Wheeler Road, Sugar Grove, IL 60554 Tel: 630.466.6700 Fax: 630.466.6701 www.eeiweb.com



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

United City of Yorkville
651 Prairie Pointe Dr.
Yorkville, IL 60560

DATE:	AUGUST 2025
PROJECT NO.:	YOS25
BY:	MJT
PATH:	M:\2025\PUBLIC\YORKVILLE\YOS25\YOS25
FILE:	YOS25_ATTACH_E_LOCATION.mxd

2026 LOCAL ROAD PROGRAM
UNITED CITY OF YORKVILLE, ILLINOIS

ATTACHMENT E
LOCATION MAP

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

ATTACHMENT F

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	$256.00
Principal	E-3	$251.00
Senior Project Manager	E-2	$243.00
Project Manager	E-1	$218.00
Senior Project Engineer/Surveyor II	P-6	$208.00
Senior Project Engineer/Surveyor I	P-5	$193.00
Project Engineer/Surveyor	P-4	$175.00
Senior Engineer/Surveyor	P-3	$161.00
Engineer/Surveyor	P-2	$146.00
Associate Engineer/Surveyor	P-1	$132.00
Senior Project Technician II	T-6	$182.00
Senior Project Technician I	T-5	$171.00
Project Technician	T-4	$159.00
Senior Technician	T-3	$146.00
Technician	T-2	$132.00
Associate Technician	T-1	$115.00
Engineering/Land Surveying Intern	I-1	$ 85.00
Director of Marketing and Business Development	M-4	$135.00
Marketing Coordinator	M-2	$100.00
Executive Administrative Assistant	A-4	$ 80.00
Administrative Assistant	A-3	$ 75.00

VEHICLES. DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS*

Vehicle for Construction Observation		$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		$235.00
Expert Testimony		$290.00
In-House Scanning and Reproduction	$0.25/Sq. Ft. (Black & White) $1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	

* unless specified otherwise in agreement

Reviewed By:	
Legal	■
Finance	□
Engineer	■
City Administrator	■
Community Development	□
Purchasing	□
Police	□
Public Works	■
Parks and Recreation	□

Agenda Item Number

Consent Agenda #6

Tracking Number

PW 2025-89

Agenda Item Summary Memo

Title: South Receiving Station Standpipe – Change Order No. 2

Meeting and Date: City Council – September 23, 2025

Synopsis: Consideration of Change Order No. 2

Council Action Previously Taken:

Date of Action: PW – 9/16/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-89

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: August 11, 2025
Subject: South Receiving Station Standpipe Change Order No. 2

The purpose of this memo is to present Change Order No. 2 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. Change Order No. 1 was approved which reduces the Contract value to **$6,193,939.60.**

Question Presented:

Should the City approve Change Order No. 2 which would **decrease** the contract amount by $158,202.90.

Discussion:

The United City of Yorkville is constructing a new standpipe water storage tank near the intersection of Rt. 126 and Rt. 71.

This Contract currently has a relatively small quantity of water main installation around the standpipe to join the three projects water distribution projects in this area together. However, the prices for the associated water main items in the standpipe contract were significantly higher than the trends EEI is seeing for other projects that typically include much larger water main quantities. This increase in price has prompted EEI to move some of the Standpipe water main quantity items to the Rt. 126 Water Main Contract that has yet to go out to bid. The intention of this is to get prices for the water main work that are more comparable to the recent trends that EEI is seeing that benefit more from economies of scale.

It is estimated that by removing these items from the standpipe contract the City will save approximately $90,000.

Action Required:

Consideration of approval of Change Order No. 1 in the amount of $158,202.90.

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

WHEREAS, the City has approved a contract in the amount of $6,578,339.60 with CB&I Storage Tank Solutions LLC of Plainfield, Illinois ("*CB&I*"), 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 form the DuPage Water Commission (the "Contract"); and

WHEREAS, the City had previously approved a Change Order reducing the value of this Project by $384,400.00, to $6,193,939.60; and

WHEREAS, the price of the Project has since decreased in the amount of $158,202.90 (the "*Change Order*") as the City Engineer has eliminated some of the planned work under the Contract; and

WHEREAS, all change orders increasing or decreasing the cost of a public contract by at least $25,000 must meet the required findings that circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or the change is germane to the original contract as signed; or the Change Order is in the best interest of the City as required by Section 33E-9 of the Illinois Criminal Code (720 ILCS 5/33E-9); and

WHEREAS, it has been recommended to the Mayor and City Council (the "*Corporate Authorities*") that a Change Order decreasing the total contract price to the amount of $6,035,736.70 was not reasonably foreseeable at the time the contract was signed, as set forth in the proposal from CB&I.

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

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

Section 2. The Corporate Authorities hereby find and declare that Change Order No. 2 to the Contract with CB&I, which results in a total decrease of $158,202.90, is hereby approved, and the City Administrator is authorized to execute the Change Order as hereinabove identified.

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

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

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
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. 2

Date: 8/19/2025

Agreement Date: 7/30/25

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. Reduce the WATER MAIN, D.I.P., CLASS 54, WITH POLYETHYLENE WRAP, 16-INCH quantity by 30 FEET -$9,501.00
2. Reduce the WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH quantity by 150 FEET -$43,500.00
3. Reduce the DUCTILE IRON FITTINGS quantity by 755 pounds -14,118.50
4. Reduce the FIELD LOK GASKET, 16” quantity by 8 EACH -5,422.40
5. Reduce the BUTTERFLY VALVE AND VALVE VAULT, 16” VALVE IN 60” VAULT quantity by 1 EACH -$38,472.20
6. Reduce the FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ by 2 EACH -$47,188.80

Justification:

There are several small quantity water main related items on the standpipe contract that have unit prices which are significantly higher than current trends EEI is seeing on larger water main projects. Removing some of these items from the standpipe contract and putting them on the Rt. 126 Water Main Contract is estimated to save the City approximately $90,000.

Change of CONTRACT PRICE:

Original CONTRACT PRICE: $ 6,578,339.60

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) $ 6,193,939.60

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~) (decreased) by: $ 158,202.90

The new CONTRACT PRICE including this CHANGE ORDER will be $ 6,035,736.70

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.

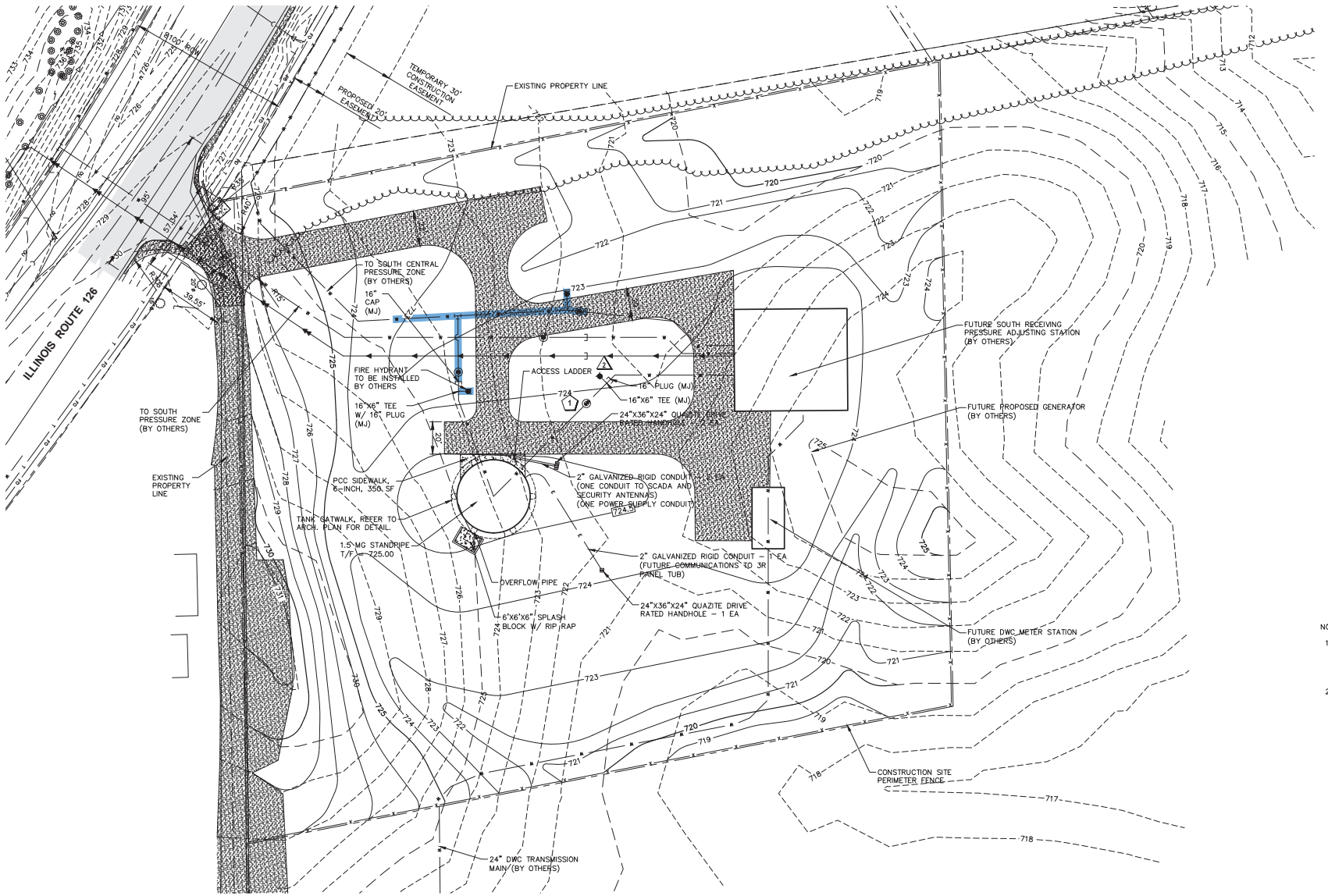
Requested by: CB&I Storage Solutions, LLC

Recommended by: Engineering Enterprises, Inc.

Accepted by: United City of Yorkville

Yorkville Standpipe Updated SOQ per Change Order #2

ITEM NO.	ITEM	UNIT	TOTAL QUANTITY
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	100
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	100
3	TEMPORARY FENCE	FOOT	1730
4	PERIMETER EROSION BARRIER	FOOT	3450
5	AGGREGATE DITCH CHECKS	TONS	70
6	STABILIZED CONSTRUCTION ENTRANCE	SQYD	120
7	EROSION CONTROL BLANKET	SQYD	19510
8	TEMPORARY SEEDING	ACRE	4.04
9	TOPSOIL EXCAVATION	CUYD	3300
10	EARTH EXCAVATION (SITEWORK ONLY)	CUYD	5010
11	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CUYD	100
12	AGGREGATE SUBGRADE IMPROVEMENT	CUYD	100
13	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TONS	300
14	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TONS	300
15	GEOTEXTILE FABRIC	SQYD	2600
16	AGGREGATE SUBGRADE IMPROVEMENT 12-INCH	SQYD	2300
17	FOUNDATION MATERIAL	CUYD	150
18	WATER MAIN, D.I.P., CLASS 54, WITH POLYETHYLENE WRAP, 16-INCH	FOOT	150
19	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH	FOOT	0
20	DUCTILE IRON FITTINGS	POUND	845
21	FIELD LOK GASKET, 16"	EACH	4
22	BUTTERFLY VALVE AND VALVE VAULT, 16" VALVE IN 60" VAULT	EACH	1
23	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	1
24	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LSUM	1
25	SPLASH PAD	EACH	1
26	STONE RIPRAP, CLASS A3	SQYD	15
27	PORTLAND CEMENT CONCRETE SIDEWALK 6-INCH	SQFT	350
28	QUAZITE HANDHOLE	EACH	3
29	RIGID CONDUIT, 2" DIA. GALVANIZED	FOOT	145
30	HIGH SPEED SCADA ANTENNA INSTALLATION COMPLETE	EACH	1
31	CCTV COMMUNICATIONS ANTENNA INSTALLATION COMPLETE	EACH	1
32	STANDPIPE WATER STORAGE TANK - 1,500,000 GALLON CYLINDRICAL WITH ARCHITECTURAL PILASTERS AND ROOF INCLUDING DESIGN AND CONSTRUCTION	LSUM	1
33	TESTING AND DISINFECTION FOR FINAL COMPLETION	LSUM	1
34	EXTERIOR PAINTING, COMPLETE	LSUM	1
35	INTERIOR PAINTING, COMPLETE (WET AREA)	LSUM	1
36	INTERIOR PAINTING, COMPLETE (DRY AREA)	LSUM	1
37	LETTERING AND LOGO	LSUM	1
38	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	100,000



0 30' 60'
SCALE FEET

WATER MAIN STRUCTURES

1. VALVE VAULT NO. 1 16" BUTTERFLY VALVE IN 60" VAULT RIM = 724.41
2. FIRE HYDRANT NO. 2 AND 6" AUX. VALVE BURY ELEV. = 721.20

LEGEND

ITEMS MOVED TO DIFFERENT CONTRACT

NOTES:

1. PROPOSED CONTOURS SHOWN ARE FINAL GRADE. CONTRACTOR SHALL GRADE SITE TO SUGRADE ELEVATION AT -0.5'. TOPSOIL RESPREAD OF 6" SHALL BE COMPLETED BY OTHERS.
2. AGGREGATE ACCESS PATH SHOWN SHALL BE GRADED TO -0.5' OF PROPOSED GRADE. PROPOSED ASPHLAT PAVING SHALL BE COMPLETED BY OTHERS.

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

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

Bar = 1" When printed FULL size. Adjust stated scales to print size.

NO.	DATE	REVISIONS

SOUTH RECEIVING STATION STANDPIPE

SITE PLAN

DATE: AUGUST	2025
PROJECT NO:	YO2417
FILE:	YO2417-LOCATION
SHEET	1 OF 1

Plotted: August 11, 2025 @ 12:59 PM By: Kris Pung - Tab: Contract Items 22x34

F:\EE\PROJECTS\YORKVILLE\2024\YO2417\CIVIL\EXHIBITS\YO2417-LOCATION

Reviewed By:	
Legal	■
Finance	☐
Engineer	■
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #7

Tracking Number

PW 2025-90

Agenda Item Summary Memo

Title: Nexamp – Plat of Dedication and Grant of Easements

Meeting and Date: City Council – September 23, 2025

Synopsis: Plat of Dedication and Grant of Easements for Development

Council Action Previously Taken:

Date of Action: PW – 9/16/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-90

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson (Name) Engineering (Department)

Agenda Item Notes:

The packet material was not complete at the time of packet creation. It will be distributed via a supplemental packet prior to or at the City Council meeting.

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: September 2, 2025
Subject: Nexamp – Plat of Dedication and Grant of Easements

Nexamp is proceeding with the development of both the Corneils Solar and Yorkville Solar projects within the City.

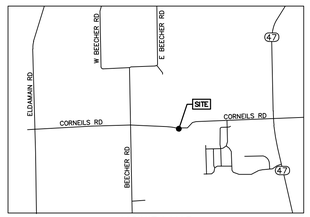
As part of the developments, there is right-of-way to be dedicated along Corniels Road as well as easements to be granted to the City. Please refer to the attached documents.

We have reviewed the documents for compliance with City requirements and are recommending approval and execution.

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

PLAT OF DEDICATION

TO THE
UNITED CITY OF YORKVILLE
NW 1/4 SECTION 17, T37N, R7E OF THE 3RD P.M., BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS



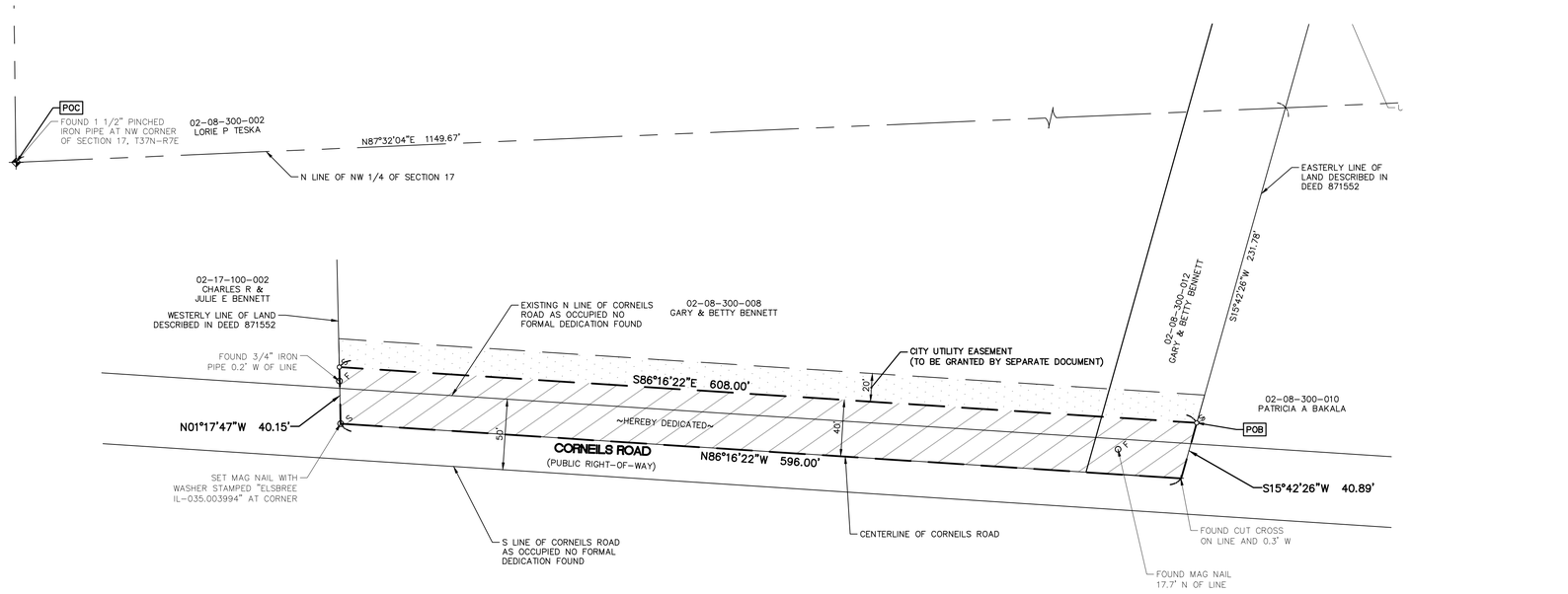
VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE
SCALE: 1"=50'

DEDICATION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 87°32'04" EAST 1149.67 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE EASTERLY LINE OF LAND CONVEYED BY DEED RECORDED MARCH 16, 1987, AS DOCUMENT 871552; THENCE SOUTH 15°42'26" WEST 231.78 FEET ALONG SAID EASTERLY LINE TO A LINE 40.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF CORNEILS ROAD AND TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 15°42'26" WEST 40.89 FEET TO SAID CENTERLINE; THENCE NORTH 86°16'22" WEST 596.00 FEET ALONG SAID CENTERLINE TO THE WESTERLY LINE OF LAND DESCRIBED IN SAID DEED; THENCE NORTH 01°17'47" WEST 40.15 FEET ALONG SAID WESTERLY LINE TO SAID PARALLEL LINE; THENCE SOUTH 86°16'22" EAST 608.00 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, CONTAINING 0.553 ACRES (24,080 SQUARE FEET) OF LAND MORE OR LESS.



LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
	SECTION CORNER
	BOUNDARY ADJACENT / ROW LINE
	SECTION LINE
oF	FOUND SURVEY MONUMENT
oS	SET 5/8" REBAR WITH AN ORANGE CAP STAMPED "ELSBREE IL-035.003994", UNLESS NOTED OTHERWISE
+	FOUND CUT CROSS
	BREAK LINE
	RIGHT-OF-WAY DEDICATION AREA
	EASEMENT AREA (TO BE GRANTED BY SEPARATE DOCUMENT)

AREA TABLE

TYPE	GRANTOR	PIN	AREA TAKEN (±ACRES)	AREA IN PREVIOUS R.O.W (±ACRES)
RIGHT-OF-WAY	GARY & BETTY BENNETT	02-08-300-008	0.553	0.344

GENERAL NOTES:

1. COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES IN SAME TO SURVEYOR AT ONCE.
2. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED/COMPUTED VALUES UNLESS SHOWN OTHERWISE.
3. CALL 811 ("COMMON GROUND ALLIANCE" NATIONAL UNDERGROUND UTILITY LOCATOR SERVICE) FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
4. NO DIMENSIONS SHOULD BE ASSUMED BY SCALING.
5. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE.
6. THE FIELD WORK WAS COMPLETED ON 4/3/2025.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
)S.S.
COUNTY OF)

THIS IS TO CERTIFY THAT _____, AN ILLINOIS BANKING CORPORATION, AS TRUSTEE, UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED _____, AND KNOWN AS TRUST NO. _____, AND NOT INDIVIDUALLY IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED HEREON, AND HEREBY CONSENT TO THE EASEMENT DEPICTED HEREON AND THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

DATED AT_____, ILLINOIS, THIS___DAY OF_____, A.D. 20___.

_____ AS TRUSTEE OF TRUST NO. _____ AND NOT PERSONALLY.

_____
COMPLETE ADDRESS

BY: _____ _____
PRINTED NAME AND TITLE PRINTED NAME AND TITLE

NOTARY CERTIFICATE

STATE OF ILLINOIS)
)S.S.
COUNTY OF)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____, PERSONALLY KNOWN TO ME TO BE OFFICERS OF _____, AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT 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 BANK AS TRUSTEE UNDER TRUST NO. _____, DATED _____, FOR USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS __ DAY OF _____, 20___.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I, _____, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED.

DATED AT YORKVILLE, ILLINOIS,

THIS _____DAY OF _____ 20___.

_____
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_____, 20___.

_____
MAYOR

COUNTY RECORDERS CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

I, THE UNDERSIGNED, AS THE RECORDER OF DEEDS FOR KENDALL COUNTY DO HEREBY CERTIFY THAT INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D., 20_____ AT _____ O'CLOCK ____M.

_____
RECORDER OF DEEDS

_____
PLEASE TYPE/PRINT NAME

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAS SURVEYED THE ABOVE DESCRIBED PARCEL AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSES STATED HEREON, AND THAT THIS GRANT OF EASEMENT ACCURATELY DEPICTS SAID PROPERTY.

ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT NAPERVILLE, ILLINOIS THIS _____ DAY OF AUGUST, 2025

_____
BRANNDON ELSBREE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3994
ATWELL, LLC
MY LICENSE EXPIRES 11/30/2026

Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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ATWELL
866.850.4200 www.atwell.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005876

SECTION 17
TOWN 37 NORTH, RANGE 7 EAST
BRISTOL TOWNSHIP
KENDALL COUNTY, ILLINOIS

CLIENT
NEXAMP SOLAR, LLC

PLAT OF DEDICATION AND GRANT OF EASEMENT
CORNEILS ROAD SOLAR
KENDALL COUNTY, IL

DATE 4/29/2025

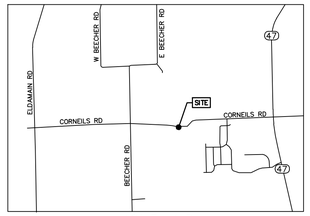
REVISIONS
5/6/2025 - CLIENT COMMENTS
7/11/2025 - CLIENT COMMENTS
8/5/2025 - CLIENT COMMENTS

DR. JT | CH. BDE
P.M. SEA
JOB 23003931
SHEET NO. 1 OF 1

C:\23003931\DWG\SURVEY\23003931-ALDWG 8/5/2025 11:22 AM SETH.ADAMS

GRANT OF EASEMENT

TO THE
UNITED CITY OF YORKVILLE
NW 1/4 SECTION 17, T37N, R7E OF THE 3RD P.M., BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS



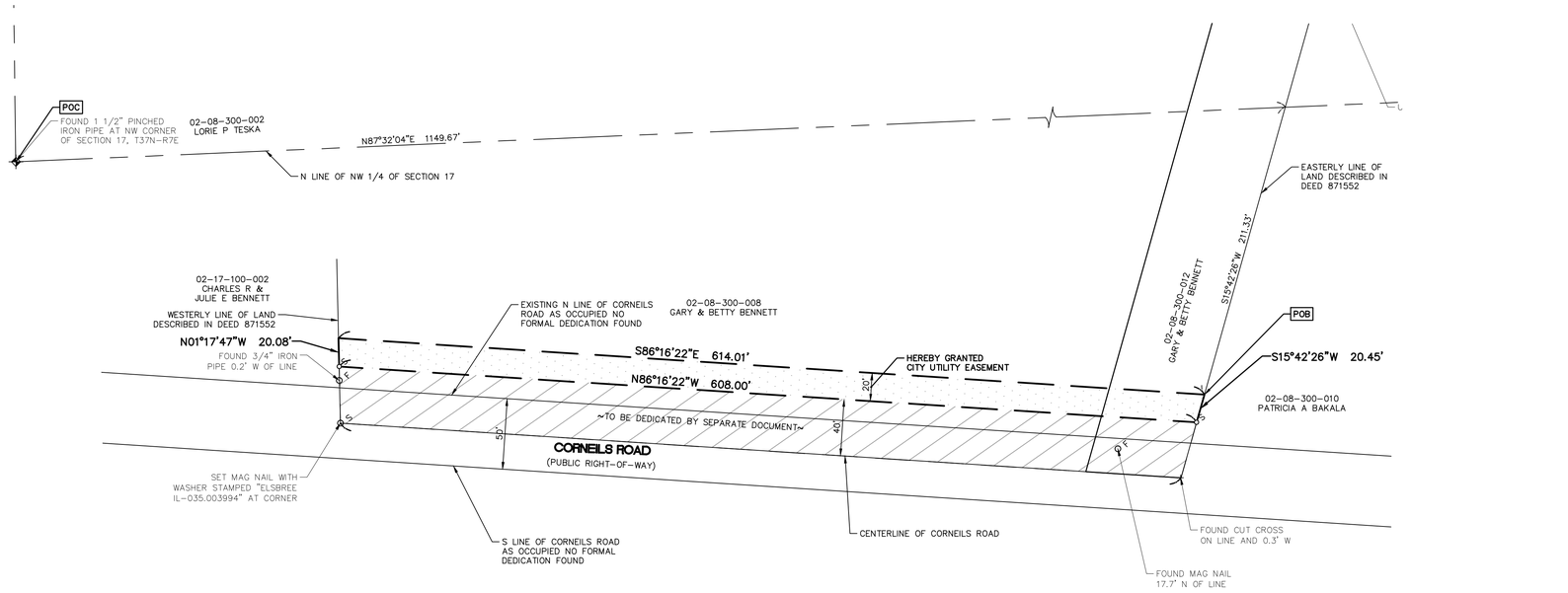
VICINITY MAP
NOT TO SCALE

PERMANENT CITY UTILITY EASEMENT

THAT PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 87°32'04"EAST 1149.67 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE EASTERLY LINE OF LAND CONVEYED BY DEED RECORDED MARCH 16, 1987, AS DOCUMENT 871552; THENCE SOUTH 15°42'26" WEST 211.33 FEET ALONG SAID EASTERLY LINE TO A LINE 60.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF CORNEILS ROAD AND TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 15°42'26" WEST 20.45 FEET ALONG SAID EASTERLY LINE TO A LINE 40.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF CORNEILS ROAD; THENCE NORTH 86°16'22" WEST 608.00 FEET ALONG SAID PARALLEL LINE TO THE WESTERLY LINE OF LAND CONVEYED BY SAID DEED; THENCE NORTH 01°17'47" WEST 20.08 FEET ALONG SAID WESTERLY LINE TO SAID LINE BEING 60.00 FEET NORTH OF AND PARALLEL; THENCE SOUTH 86°16'22" EAST 614.01 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, CONTAINING 0.281 ACRES (12,220 SQUARE FEET) OF LAND MORE OR LESS.

0 50 100 150 200
GRAPHIC SCALE
SCALE: 1"=50'



LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
	SECTION CORNER
	BOUNDARY ADJACENT / ROW LINE
	SECTION LINE
oF	FOUND SURVEY MONUMENT
oS	SET 5/8" REBAR WITH AN ORANGE CAP STAMPED "ELSBREE IL-035.003994", UNLESS NOTED OTHERWISE
	FOUND CUT CROSS
	BREAK LINE
	RIGHT-OF-WAY DEDICATION AREA (TO BE DEDICATED BY SEPARATE DOCUMENT)
	EASEMENT AREA

AREA TABLE			
TYPE	GRANTOR	PIN	AREA GRANTED (±ACRES)
EASEMENT	GARY & BETTY BENNETT	02-08-300-008	0.281

GENERAL NOTES:

1. COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES IN SAME TO SURVEYOR AT ONCE.
2. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED/COMPUTED VALUES UNLESS SHOWN OTHERWISE.
3. CALL 811 ("COMMON GROUND ALLIANCE" NATIONAL UNDERGROUND UTILITY LOCATOR SERVICE) FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
4. NO DIMENSIONS SHOULD BE ASSUMED BY SCALING.
5. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE.
6. THE FIELD WORK WAS COMPLETED ON 4/3/2025.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
)S.S.
COUNTY OF)

THIS IS TO CERTIFY THAT _____, AN ILLINOIS BANKING CORPORATION, AS TRUSTEE, UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED _____, AND KNOWN AS TRUST NO. _____, AND NOT INDIVIDUALLY IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED HEREON, AND HEREBY CONSENT TO THE EASEMENT DEPICTED HEREON AND THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

DATED AT_____, ILLINOIS, THIS___DAY OF_____, A.D. 20___.

_____ AS TRUSTEE OF TRUST NO. _____ AND NOT PERSONALLY.

_____
COMPLETE ADDRESS

BY: _____ _____
PRINTED NAME AND TITLE PRINTED NAME AND TITLE

NOTARY CERTIFICATE

STATE OF ILLINOIS)
)S.S.
COUNTY OF)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____, PERSONALLY KNOWN TO ME TO BE OFFICERS OF _____, AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT 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 BANK AS TRUSTEE UNDER TRUST NO. _____, DATED _____, FOR USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ___ DAY OF _____, 20___.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I, _____, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED.

DATED AT YORKVILLE, ILLINOIS,

THIS _____DAY OF _____ 20___.

_____
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_____, 20___.

_____
MAYOR

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAS SURVEYED THE ABOVE DESCRIBED PARCEL AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSES STATED HEREON, AND THAT THIS GRANT OF EASEMENT ACCURATELY DEPICTS SAID PROPERTY.

ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT NAPERVILLE, ILLINOIS THIS _____ DAY OF AUGUST, 2025

_____
BRANNDON ELSBREE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3994
ATWELL, LLC
MY LICENSE EXPIRES 11/30/2026

COUNTY RECORDERS CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

I, THE UNDERSIGNED, AS THE RECORDER OF DEEDS FOR KENDALL COUNTY DO HEREBY

CERTIFY THAT INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE

RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS,

ON THE _____ DAY OF _____, A.D., 20_____ AT _____ O'CLOCK ____M.

_____
RECORDER OF DEEDS

_____
PLEASE TYPE/PRINT NAME

CITY UTILITY EASEMENT PROVISIONS

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.' 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, 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. 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. THE CITY HEREBY AGREES AND CONSENTS TO THE INSTALLATION OF ELECTRIC UTILITY SERVICE INFRASTRUCTURE AND ASSOCIATED WIRES, LINES AND POLES FOR THE SOLAR PROJECT TO BE CONSTRUCTED ON THE UNDERLYING LAND OF THE FEE SIMPLE OWNER AND TO THE CONSTRUCTION OF A DRIVEWAY FOR INGRESS AND EGRESS TO SUCH SOLAR PROJECT, WHICH UTILITY INFRASTRUCTURE AND DRIVEWAY WILL CROSS OVER THE CITY UTILITY EASEMENT GRANTED HEREIN

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.

811
Know what's below.
Call before you dig.
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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ATWELL
866.850.4200 www.atwell.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005876

SECTION 17
TOWN 37 NORTH, RANGE 7 EAST
BRISTOL TOWNSHIP
KENDALL COUNTY, ILLINOIS

CLIENT
NEXAMP SOLAR, LLC

PLAT OF DEDICATION AND GRANT OF EASEMENT
CORNEILS ROAD SOLAR
KENDALL COUNTY, IL

DATE
5/6/2025

REVISIONS
7/11/2025 - CLIENT COMMENTS
8/5/2025 - CLIENT COMMENTS

DR. JT | CH. BDE
P.M. SEA
JOB 23003931
SHEET NO.
1 OF 1

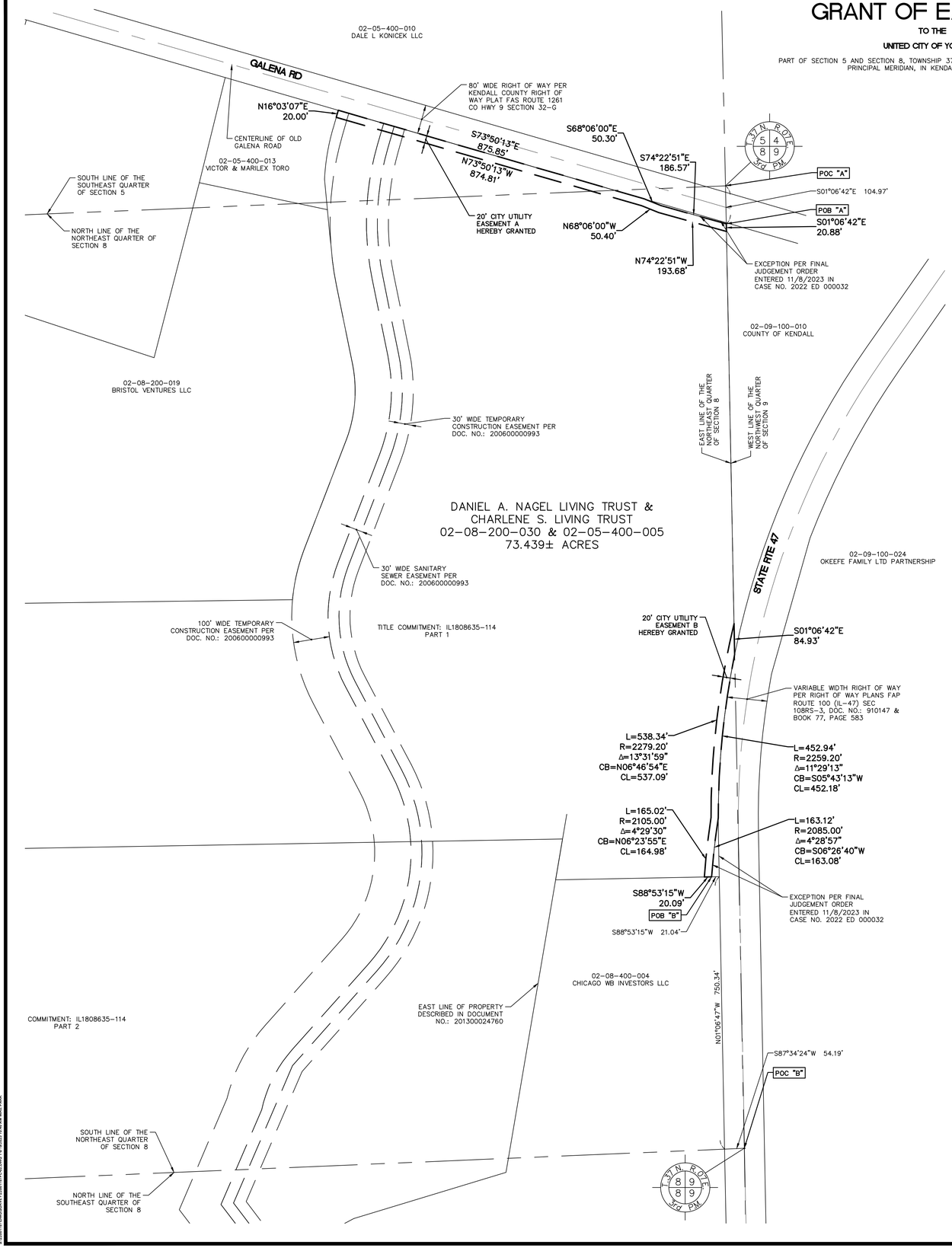
D:\230039\1 DWG\SURVEY\230039PLAT.DWG 8/5/2025 11:39 AM KEITH ADAMS

GRANT OF EASEMENT

TO THE

UNITED CITY OF YORKVILLE

PART OF SECTION 5 AND SECTION 8, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS



PERMANENT CITY UTILITY EASEMENT A

THAT PART OF THE NORTHEAST QUARTER OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 01°06'42"EAST 104.97 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO THE SOUTHERLY RIGHT-OF-WAY OF GALENA ROAD PER FINAL JUDGEMENT ORDER ENTERED NOVEMBER 8, 2023 IN CASE NO. 2022 ED 000032 AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°06'42" EAST 20.88 FEET ALONG SAID EAST LINE; THENCE NORTH 74°22'51" WEST 193.68 FEET; THENCE NORTH 68°06'00" WEST 50.40 FEET; THENCE NORTH 73°50'13" WEST 874.81 FEET; THENCE NORTH 16°03'07" EAST 20.00 FEET TO SAID SOUTHERLY RIGHT-OF WAY; (THE FOLLOWING 3 COURSES ARE ALONG SAID SOUTHERLY RIGHT-OF-WAY) THENCE SOUTH 73°50'13" EAST 875.85 FEET; THENCE SOUTH 68°06'00" EAST 50.30 FEET; THENCE SOUTH 74°22'51" EAST 186.57 FEET TO THE POINT OF BEGINNING.

PERMANENT CITY UTILITY EASEMENT B

THAT PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 87°34'24"WEST 54.19 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01°06'47" WEST 750.34 FEET; THENCE SOUTH 88°53'15" WEST 21.04 FEET TO THE WESTERLY RIGHT-OF WAY OF STATE ROUTE 47 PER FINAL JUDGEMENT ORDER ENTERED NOVEMBER 8, 2023 IN CASE NO. 2022 ED 000032 AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°53'15" WEST 20.09 FEET; THENCE NORTHERLY 165.02 FEET ON A 2105 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS NORTH 06°23'55" EAST 164.98 FEET; THENCE NORTHERLY 538.34 FEET ON A 2279.20 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS NORTH 06°46'54" EAST 537.09 FEET; THENCE SOUTH 01°06'42" EAST 84.93 FEET TO SAID WESTERLY RIGHT-OF-WAY; (THE FOLLOWING 2 COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY) THENCE SOUTHERLY 452.94 FEET ON A 2259.20 FOOT RADIUS CURVE TO THE LEFT, WHOSE CHORD BEARS SOUTH 05°43'13" WEST 452.18 FEET; THENCE SOUTHERLY 163.12 FEET ON A 2085 FOOT RADIUS CURVE TO THE LEFT, WHOSE CHORD BEARS SOUTH 06°26'40" WEST 163.08 FEET TO THE POINT OF BEGINNING.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
)S.S.
COUNTY OF)

THIS IS TO CERTIFY THAT _____, AN ILLINOIS BANKING CORPORATION, AS TRUSTEE, UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED _____, AND KNOWN AS TRUST NO. _____, AND NOT INDIVIDUALLY IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED HEREON, AND HEREBY CONSENT TO THE EASEMENT DEPICTED HEREON AND THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

DATED AT_____, ILLINOIS, THIS___DAY OF_____, A.D. 20___.

_____ AS TRUSTEE OF TRUST NO. _____ AND NOT PERSONALLY.

_____
COMPLETE ADDRESS

BY: _____ _____
PRINTED NAME AND TITLE PRINTED NAME AND TITLE

NOTARY CERTIFICATE

STATE OF ILLINOIS)
)S.S.
COUNTY OF)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____, PERSONALLY KNOWN TO ME TO BE OFFICERS OF _____, AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT 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 BANK AS TRUSTEE UNDER TRUST NO. _____, DATED _____, FOR USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS __ DAY OF _____, 20___

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

COUNTY RECORDERS CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

I, THE UNDERSIGNED, AS THE RECORDER OF DEEDS FOR KENDALL COUNTY DO HEREBY

CERTIFY THAT INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE

RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS,

ON THE _____ DAY OF _____, A.D., 20_____ AT _____ O'CLOCK ___M.

_____
RECORDER OF DEEDS

_____
PLEASE TYPE/PRINT NAME

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
⊕	SECTION CORNER
———	BOUNDARY LINE
———	BOUNDARY ADJACENT / ROW LINE
——— — — ———	SECTION LINE
——— ——— ———	EASEMENT LINE
——— ——— ———	PROPOSED EASEMENT LINE

GENERAL NOTES:

1. COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES IN SAME TO SURVEYOR AT ONCE.
2. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED/COMPUTED VALUES UNLESS SHOWN OTHERWISE.
3. CALL 811 ("COMMON GROUND ALLIANCE" NATIONAL UNDERGROUND UTILITY LOCATOR SERVICE) FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
4. NO DIMENSIONS SHOULD BE ASSUMED BY SCALING.
5. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE.

CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I, _____ CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED.

DATED AT YORKVILLE, ILLINOIS,

THIS _____DAY OF _____ 20___.

_____
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_____, 20____.

_____
MAYOR

CITY UTILITY EASEMENT PROVISIONS

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED 'CITY UTILITY EASEMENT OR C.U.E.'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, 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. 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. THE CITY HEREBY AGREES AND CONSENTS TO THE INSTALLATION OF ELECTRIC UTILITY SERVICE INFRASTRUCTURE AND ASSOCIATED WIRES, LINES AND POLES FOR THE SOLAR PROJECT TO BE CONSTRUCTED ON THE UNDERLYING LAND OF THE FEE SIMPLE OWNER AND TO THE CONSTRUCTION OF A DRIVEWAY FOR INGRESS AND EGRESS TO SUCH SOLAR PROJECT, WHICH UTILITY INFRASTRUCTURE AND DRIVEWAY WILL CROSS OVER THE CITY UTILITY EASEMENT GRANTED HEREIN

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SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAS SURVEYED THE ABOVE DESCRIBED PARCEL AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSES STATED HEREON, AND THAT THIS GRANT OF EASEMENT ACCURATELY DEPICTS SAID PROPERTY.

ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT NAPERVILLE, ILLINOIS THIS 19TH DAY OF JUNE, 2025

_____
KYLE ALLRED
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3714
ATWELL, LLC
MY LICENSE EXPIRES 11/30/2026

STATE OF ILLINOIS
KYLE O. ALLRED
035-3714
NAPERVILLE, IL
PROFESSIONAL LAND SURVEYOR

811 Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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ATWELL
866.850.4200 www.atwell.com
NONE SELECTED

SECTION 8
TOWN 37 NORTH, RANGE 7 EAST
BRISTOL TOWNSHIP
KENDALL COUNTY, IL

CLIENT
NEXAMP, INC.

PLAT OF EASEMENT
GRANT OF EASEMENT TO THE UNITED CITY OF YORKVILLE
YORKVILLE SOLAR
KENDALL COUNTY, IL

DATE
5/12/2025

REVISIONS
5/13/2025 PROVISION LANGUAGE
6/19/2025 CERTIFICATE REVISIONS

DR. MEP | CH. KOA
P.M. K. ALLRED
JOB 22001787
SHEET NO.
1 OF 1

S:\2020\11\20001187\CAD\SURVEY\20001187PLAT.DWG 6/19/2025 9:16:49 AM MAX P PARK

Reviewed By:	
Legal	☐
Finance	■
Engineer	■
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #8

Tracking Number

PW 2025-91

Agenda Item Summary Memo

Title: Faxon Road and Beecher Road Reconstruction – Rejection of Bids

Meeting and Date: City Council – September 23, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 9/16/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-91

Type of Vote Required: Majority

Council Action Requested: Consideration of Bid Rejection

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/320/City-Council

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: September 16, 2025
Subject: Faxon Road and Beecher Road Reconstruction

Bids were received, opened, and tabulated for work to be done on the above-referenced project at 10:00 a.m., May 9, 2025. Representatives from the contractors bidding the project and our firm were in attendance.

Since the bids were opened the City has been working to obtain the required right-of-way along Faxon and Beecher Roads but has not been successful. Due to not obtaining the right-of-way and the remaining time left in this construction season, we recommend rejecting the bids and bidding this project out again after the right-of-way has been secured.

September 16, 2025

Contractors

Re: Faxon Road and Beecher Road Reconstruction
United City of Yorkville
Kendall County, IL

Contractors:

Bids were received, opened, and tabulated for work to be done on the above-referenced project at 10:00 a.m., May 9, 2025. Representatives from the contractors bidding the project and our firm were in attendance.

Since the bids were opened the City has been working to obtain the required right-of-way from adjacent property owners but has not been successful.

Due to not obtaining the right-of-way and the remaining time left in this construction season, the bids are hereby rejected. The City plans to re-bid this project after the right-of-way has been secured.

If you have any questions or need additional information, please call.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

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

Enclosures
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)
Ms. Jori Behland, City Clerk (via email)
TAW, CJO, JHS - EEI (via email)

BID SUMMARY
FAXON ROAD AND BEECHER ROAD RECONSTRUCTION
UNITED CITY OF YORKVILLE

BID TABULATION BIDS RECEIVED 10:00 A.M. 05/09/25	**ENGINEER'S ESTIMATE** 52 Wheeler Road Sugar Grove, IL 60554	**ABBEY CONSTRUCTION COMPANY** 1949 County Line Road Aurora, IL 60502	**ALLIANCE CONTRACTORS, INC.** 1166 Lake Avenue Woodstock, IL 60098	**BUILDERS PAVING, LLC** 4401 Roosevelt Road Hillside, IL 60162
TOTAL BID	**$2,100,000.00**	**No Bid**	**No Bid**	**$1,678,088.00**
BID BOND	N/A			X
SIGNED BID	N/A			X
	CURRAN CONTRACTING COMPANY 286 Memorial Court Crystal Lake, IL 60014	**D. CONSTRUCTION, INC.** 1488 S Broadway Coal City, IL 60416	**GENEVA CONSTRUCTION COMPANY** PO Box 998 Aurora, IL 60507	**MARTAM CONSTRUCTION, INC.** 1200 Gasket Drive Elgin, IL 60120
TOTAL BID	**$1,731,938.75**	**$1,383,588.94**	**No Bid**	**$2,099,948.89**
BID BOND	X	X		X
SIGNED BID	X	X		X
	MURPHY CONSTRUCTION, LLC 16W273 83rd St Burr Ridge, IL 60527	**WINNINGER EXCAVATING, INC.** 8845 Schoger Dr. Naperville, IL 60564		
TOTAL BID	**No Bid**	**$2,151,925.00**		
BID BOND		X		
SIGNED BID		X		

BID TABULATION
FAXON ROAD AND BEECHER ROAD RECONSTRUCTION
UNITED CITY OF YORKVILLE

		BID TABULATION BIDS RECD 5/9/2025		**D CONSTRUCTION, INC.** 1488 S. Broadway Coal City, IL 60416		**BUILDERS PAVING, LLC** 4401 Roosevelt Road Hillside, IL 60162		**CURRAN CONTRACTING CO.** 286 Memorial Court Crystal Lake, IL 60014		**MARTAM CONSTRUCTION, INC.** 1200 Gasket Drive Elgin, IL 60120		**WINNINGER EXCAVATING, INC.** 8845 Schoger Dr. Naperville, IL 60564		**ENGINEER'S ESTIMATE** 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	102.0	$ 26.40	$ 2,692.80	$ 18.50	$ 1,887.00	$ 22.00	$ 2,244.00	$ 35.00	$ 3,570.00	$ 40.00	$ 4,080.00	$ 32.00	$ 3,264.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	62.0	$ 31.90	$ 1,977.80	$ 20.50	$ 1,271.00	$ 40.00	$ 2,480.00	$ 44.00	$ 2,728.00	$ 45.00	$ 2,790.00	$ 45.00	$ 2,790.00
3	EARTH EXCAVATION (SPECIAL)	CU YD	6020.0	$ 15.00	$ 90,300.00	$ 35.00	$ 210,700.00	$ 27.50	$ 165,550.00	$ 51.00	$ 307,020.00	$ 45.00	$ 270,900.00	$ 30.00	$ 180,600.00
4	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	4580.0	$ 25.00	$ 114,500.00	$ 35.00	$ 160,300.00	$ 37.50	$ 171,750.00	$ 51.00	$ 233,580.00	$ 30.00	$ 137,400.00	$ 50.00	$ 229,000.00
5	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	13325.0	$ 3.00	$ 39,975.00	$ 1.70	$ 22,652.50	$ 1.50	$ 19,987.50	$ 2.50	$ 33,312.50	$ 2.00	$ 26,650.00	$ 1.50	$ 19,987.50
6	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	2008.0	$ 18.00	$ 36,144.00	$ 55.00	$ 110,440.00	$ 12.50	$ 25,100.00	$ 30.00	$ 60,240.00	$ 35.00	$ 70,280.00	$ 30.00	$ 60,240.00
7	TEMPORARY DITCH CHECKS	FOOT	555.0	$ 11.00	$ 6,105.00	$ 8.00	$ 4,440.00	$ 13.00	$ 7,215.00	$ 15.00	$ 8,325.00	$ 15.00	$ 8,325.00	$ 20.00	$ 11,100.00
8	PERIMETER EROSION BARRIER	FOOT	7705.0	$ 2.75	$ 21,188.75	$ 2.00	$ 15,410.00	$ 3.40	$ 26,197.00	$ 3.50	$ 26,967.50	$ 4.00	$ 30,820.00	$ 4.00	$ 30,820.00
9	INLET AND PIPE PROTECTION	EACH	13.0	$ 200.00	$ 2,600.00	$ 200.00	$ 2,600.00	$ 250.00	$ 3,250.00	$ 310.00	$ 4,030.00	$ 200.00	$ 2,600.00	$ 250.00	$ 3,250.00
10	RESTORATION, TYPE 1	SQ YD	18000.0	$ 1.65	$ 29,700.00	$ 2.50	$ 45,000.00	$ 3.70	$ 66,600.00	$ 3.60	$ 64,800.00	$ 6.00	$ 108,000.00	$ 10.00	$ 180,000.00
11	RESTORATION, TYPE 2	SQ YD	900.0	$ 2.20	$ 1,980.00	$ 3.00	$ 2,700.00	$ 4.85	$ 4,365.00	$ 5.00	$ 4,500.00	$ 10.00	$ 9,000.00	$ 15.00	$ 13,500.00
12	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	1350.0	$ 44.00	$ 59,400.00	$ 52.00	$ 70,200.00	$ 45.00	$ 60,750.00	$ 116.00	$ 156,600.00	$ 65.00	$ 87,750.00	$ 45.00	$ 60,750.00
13	AGGREGATE SUBGRADE IMPROVEMENT, 12"	SQ YD	13450.0	$ 14.70	$ 197,715.00	$ 17.00	$ 228,650.00	$ 15.00	$ 201,750.00	$ 14.00	$ 188,300.00	$ 24.00	$ 322,800.00	$ 25.00	$ 336,250.00
14	HOT-MIX ASPHALT BASE COURSE, 5"	SQ YD	10600.0	$ 18.60	$ 197,160.00	$ 22.50	$ 238,500.00	$ 20.50	$ 217,300.00	$ 25.00	$ 265,000.00	$ 25.00	$ 265,000.00	$ 25.00	$ 265,000.00
15	AGGREGATE SURFACE COURSE, TYPE B	TON	73.0	$ 30.00	$ 2,190.00	$ 70.00	$ 5,110.00	$ 50.00	$ 3,650.00	$ 58.00	$ 4,234.00	$ 100.00	$ 7,300.00	$ 35.00	$ 2,555.00
16	BITUMINOUS MATERIALS (TACK COAT)	POUND	6770.0	$ 0.01	$ 67.70	$ 0.01	$ 67.70	$ 0.01	$ 67.70	$ 0.01	$ 67.70	$ 0.01	$ 67.70	$ 0.10	$ 677.00
17	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1540.0	$ 67.00	$ 103,180.00	$ 86.00	$ 132,440.00	$ 70.00	$ 107,800.00	$ 81.00	$ 124,740.00	$ 92.00	$ 141,680.00	$ 89.00	$ 137,060.00
18	HOT-MIX ASPHALT SURFACE COURSE, IL9.5, MIX "D", N50	TON	930.0	$ 73.00	$ 67,890.00	$ 88.00	$ 81,840.00	$ 80.00	$ 74,400.00	$ 90.00	$ 83,700.00	$ 101.00	$ 93,930.00	$ 95.00	$ 88,350.00
19	DRIVEWAY PAVEMENT REMOVAL	SQ YD	300.0	$ 14.00	$ 4,200.00	$ 12.50	$ 3,750.00	$ 8.25	$ 2,475.00	$ 18.00	$ 5,400.00	$ 5.00	$ 1,500.00	$ 12.00	$ 3,600.00
20	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	300.0	$ 30.00	$ 9,000.00	$ 42.50	$ 12,750.00	$ 30.00	$ 9,000.00	$ 51.00	$ 15,300.00	$ 38.00	$ 11,400.00	$ 50.00	$ 15,000.00
21	AGGREGATE SHOULDERS, TYPE B, 9"	SQ YD	1570.0	$ 18.40	$ 28,888.00	$ 15.00	$ 23,550.00	$ 15.50	$ 24,335.00	$ 24.00	$ 37,680.00	$ 25.00	$ 39,250.00	$ 20.00	$ 31,400.00
22	HOT-MIX ASPHALT SHOULDERS, 9"	SQ YD	1570.0	$ 43.00	$ 67,510.00	$ 50.00	$ 78,500.00	$ 50.00	$ 78,500.00	$ 55.00	$ 86,350.00	$ 60.00	$ 94,200.00	$ 45.00	$ 70,650.00
23	PIPE CULVERT REMOVAL	FOOT	163.0	$ 20.00	$ 3,260.00	$ 15.00	$ 2,445.00	$ 20.00	$ 3,260.00	$ 11.00	$ 1,793.00	$ 31.00	$ 5,053.00	$ 15.00	$ 2,445.00
24	PIPE CULVERT, RCP, TYPE 1, 12"	FOOT	64.0	$ 83.00	$ 5,312.00	$ 68.60	$ 4,390.40	$ 70.00	$ 4,480.00	$ 166.00	$ 10,624.00	$ 80.00	$ 5,120.00	$ 90.00	$ 5,760.00
25	PIPE CULVERT, RCP, TYPE 1, 21"	FOOT	21.0	$ 100.00	$ 2,100.00	$ 85.75	$ 1,800.75	$ 95.00	$ 1,995.00	$ 233.00	$ 4,893.00	$ 110.00	$ 2,310.00	$ 150.00	$ 3,150.00
26	PIPE CULVERT, D.I.P., TYPE 1, 12"	FOOT	174.0	$ 160.00	$ 27,840.00	$ 123.30	$ 21,454.20	$ 140.00	$ 24,360.00	$ 196.00	$ 34,104.00	$ 200.00	$ 34,800.00	$ 125.00	$ 21,750.00
27	PIPE CULVERT, D.I.P., TYPE 1, 15"	FOOT	58.0	$ 192.00	$ 11,136.00	$ 161.75	$ 9,381.50	$ 185.00	$ 10,730.00	$ 341.00	$ 19,778.00	$ 220.00	$ 12,760.00	$ 170.00	$ 9,860.00
28	METAL FLARED END SECTIONS 12"	EACH	8.0	$ 400.00	$ 3,200.00	$ 186.00	$ 1,488.00	$ 1,300.00	$ 10,400.00	$ 480.00	$ 3,840.00	$ 1,000.00	$ 8,000.00	$ 800.00	$ 6,400.00
29	METAL FLARED END SECTIONS 15"	EACH	4.0	$ 500.00	$ 2,000.00	$ 217.00	$ 868.00	$ 1,400.00	$ 5,600.00	$ 580.00	$ 2,320.00	$ 1,100.00	$ 4,400.00	$ 1,000.00	$ 4,000.00
30	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	2.0	$ 1,000.00	$ 2,000.00	$ 905.00	$ 1,810.00	$ 2,000.00	$ 4,000.00	$ 1,260.00	$ 2,520.00	$ 1,600.00	$ 3,200.00	$ 2,000.00	$ 4,000.00
31	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 21"	EACH	1.0	$ 1,500.00	$ 1,500.00	$ 1,475.00	$ 1,475.00	$ 2,100.00	$ 2,100.00	$ 2,480.00	$ 2,480.00	$ 1,800.00	$ 1,800.00	$ 3,000.00	$ 3,000.00
32	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 15"	FOOT	102.0	$ 90.00	$ 9,180.00	$ 83.30	$ 8,496.60	$ 80.00	$ 8,160.00	$ 241.00	$ 24,582.00	$ 130.00	$ 13,260.00	$ 150.00	$ 15,300.00
33	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 8 GRATE	EACH	2.0	$ 4,250.00	$ 8,500.00	$ 2,725.00	$ 5,450.00	$ 3,000.00	$ 6,000.00	$ 4,460.00	$ 8,920.00	$ 2,800.00	$ 5,600.00	$ 4,200.00	$ 8,400.00
34	INLETS, TYPE B, TYPE 8 GRATE	EACH	2.0	$ 2,600.00	$ 5,200.00	$ 2,100.00	$ 4,200.00	$ 2,700.00	$ 5,400.00	$ 3,120.00	$ 6,240.00	$ 2,400.00	$ 4,800.00	$ 3,500.00	$ 7,000.00
35	MANHOLES TO BE RECONSTRUCTED WITH NEW TYPE 8 GRATE	EACH	1.0	$ 1,600.00	$ 1,600.00	$ 1,475.00	$ 1,475.00	$ 5,800.00	$ 5,800.00	$ 1,960.00	$ 1,960.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
36	INFILTRATION TRENCH	FOOT	570.0	$ 110.50	$ 62,985.00	$ 100.00	$ 57,000.00	$ 185.00	$ 105,450.00	$ 119.00	$ 67,830.00	$ 150.00	$ 85,500.00	$ 140.00	$ 79,800.00
37	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	108.0	$ 6.33	$ 683.64	$ 6.00	$ 648.00	$ 6.00	$ 648.00	$ 4.88	$ 527.04	$ 5.00	$ 540.00	$ 6.00	$ 648.00
38	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	10947.0	$ 0.97	$ 10,618.59	$ 0.95	$ 10,399.65	$ 0.95	$ 10,399.65	$ 1.25	$ 13,683.75	$ 1.50	$ 16,420.50	$ 1.00	$ 10,947.00
39	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	233.0	$ 1.65	$ 384.45	$ 1.25	$ 291.25	$ 1.25	$ 291.25	$ 2.00	$ 466.00	$ 2.00	$ 466.00	$ 2.00	$ 466.00

BID TABULATION
FAXON ROAD AND BEECHER ROAD RECONSTRUCTION
UNITED CITY OF YORKVILLE

		BID TABULATION BIDS RECD 5/9/2025		D CONSTRUCTION, INC. 1488 S. Broadway Coal City, IL 60416		BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162		CURRAN CONTRACTING CO. 286 Memorial Court Crystal Lake, IL 60014		MARTAM CONSTRUCTION, INC. 1200 Gasket Drive Elgin, IL 60120		WINNINGER EXCAVATING, INC. 8845 Schoger Dr. Naperville, IL 60564		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
40	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	54.0	$ 6.33	$ 341.82	$ 6.00	$ 324.00	$ 6.00	$ 324.00	$ 8.00	$ 432.00	$ 9.00	$ 486.00	$ 5.00	$ 270.00
41	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	47.0	$ 22.00	$ 1,034.00	$ 10.00	$ 470.00	$ 10.00	$ 470.00	$ 25.00	$ 1,175.00	$ 25.00	$ 1,175.00	$ 6.00	$ 282.00
42	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	1350.0	$ 2.92	$ 3,942.00	$ 4.00	$ 5,400.00	$ 4.00	$ 5,400.00	$ 4.00	$ 5,400.00	$ 4.50	$ 6,075.00	$ 1.00	$ 1,350.00
43	MODIFIED URETHANE PAVEMENT MARKING - LINE 6'	FOOT	243.0	$ 5.50	$ 1,336.50	$ 5.00	$ 1,215.00	$ 5.00	$ 1,215.00	$ 6.40	$ 1,555.20	$ 7.00	$ 1,701.00	$ 2.00	$ 486.00
44	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	50.0	$ 11.00	$ 550.00	$ 10.00	$ 500.00	$ 9.00	$ 450.00	$ 13.00	$ 650.00	$ 14.00	$ 700.00	$ 5.00	$ 250.00
45	GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS AND SYMBOLS	SQ FT	192.0	$ 9.35	$ 1,795.20	$ 14.05	$ 2,697.60	$ 14.05	$ 2,697.60	$ 5.00	$ 960.00	$ 5.00	$ 960.00	$ 5.00	$ 960.00
46	GROOVING FOR RECESSED PAVEMENT MARKING 5"	FOOT	1350.0	$ 1.87	$ 2,524.50	$ 0.70	$ 945.00	$ 0.70	$ 945.00	$ 1.25	$ 1,687.50	$ 2.00	$ 2,700.00	$ 1.25	$ 1,687.50
47	GROOVING FOR RECESSED PAVEMENT MARKING 7"	FOOT	243.0	$ 2.33	$ 566.19	$ 1.84	$ 447.12	$ 1.85	$ 449.55	$ 1.90	$ 461.70	$ 2.50	$ 607.50	$ 1.50	$ 364.50
48	GROOVING FOR RECESSED PAVEMENT MARKING 13"	FOOT	50.0	$ 4.68	$ 234.00	$ 9.00	$ 450.00	$ 9.00	$ 450.00	$ 3.80	$ 190.00	$ 4.00	$ 200.00	$ 2.00	$ 100.00
49	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	425.0	$ 7.42	$ 3,153.50	$ 5.00	$ 2,125.00	$ 5.00	$ 2,125.00	$ 13.00	$ 5,525.00	$ 15.00	$ 6,375.00	$ 12.00	$ 5,100.00
50	RELOCATE EXISTING MAILBOX	EACH	2.0	$ 500.00	$ 1,000.00	$ 500.00	$ 1,000.00	$ 575.00	$ 1,150.00	$ 300.00	$ 600.00	$ 350.00	$ 700.00	$ 400.00	$ 800.00
51	RELOCATE EXISTING MAILBOX (SPECIAL)	EACH	1.0	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00	$ 8,500.00	$ 8,500.00	$ 1,250.00	$ 1,250.00	$ 5,500.00	$ 5,500.00	$ 2,000.00	$ 2,000.00
52	SIGN PANEL - TYPE 1	SQ FT	44.0	$ 33.00	$ 1,452.00	$ 26.00	$ 1,144.00	$ 30.00	$ 1,320.00	$ 38.00	$ 1,672.00	$ 38.00	$ 1,672.00	$ 40.00	$ 1,760.00
53	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	4.0	$ 99.00	$ 396.00	$ 25.00	$ 100.00	$ 90.00	$ 360.00	$ 180.00	$ 720.00	$ 115.00	$ 460.00	$ 150.00	$ 600.00
54	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	4.0	$ 330.00	$ 1,320.00	$ 211.00	$ 844.00	$ 300.00	$ 1,200.00	$ 300.00	$ 1,200.00	$ 400.00	$ 1,600.00	$ 400.00	$ 1,600.00
55	TELESCOPING STEEL SIGN SUPPORT	FOOT	165.0	$ 16.50	$ 2,722.50	$ 14.00	$ 2,310.00	$ 15.00	$ 2,475.00	$ 23.00	$ 3,795.00	$ 20.00	$ 3,300.00	$ 20.00	$ 3,300.00
56	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1.0	$ 63,540.00	$ 63,540.00	$ 24,664.73	$ 24,664.73	$ 163,500.00	$ 163,500.00	$ 100,000.00	$ 100,000.00	$ 122,000.00	$ 122,000.00	$ 102,170.50	$ 102,170.50
57	WOOD FENCE TO BE REMOVED AND RE-ERECTED	FOOT	410.0	$ 33.70	$ 13,817.00	$ 32.00	$ 13,120.00	$ 36.75	$ 15,067.50	$ 37.00	$ 15,170.00	$ 38.93	$ 15,961.30	$ 15.00	$ 6,150.00
58	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	1.0	$ 10,000.00	$ 10,000.00	$ 3,000.00	$ 3,000.00	$ 10,000.00	$ 10,000.00	$ 4,500.00	$ 4,500.00	$ 8,000.00	$ 8,000.00	$ 10,000.00	$ 10,000.00
59	ITEMS ORDERED BY THE ENGINEER	UNIT	30000.0	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00
	TOTAL (Items 1 - 59)				**$ 1,383,588.94**		**$ 1,678,088.00**		**$ 1,731,938.75**		**$ 2,099,948.89**		**$ 2,151,925.00**		**$ 2,100,000.00**
	% BELOW/ABOVE ENGINEER'S ESTIMATE				-34.1%		-20.1%		-17.5%		0.0%		2.5%		

The highlighted cell contained an error that has been changed to the correct value.

Reviewed By:	
Legal	☐
Finance	■
Engineer	■
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #9

Tracking Number

PW 2025-92

Agenda Item Summary Memo

Title: 2025 Safe Routes to School Resolution of Funding and Support

Meeting and Date: City Council – September 23, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 9/16/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-92

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett (Name) Administration (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/320/City-Council

Memorandum

To: Public Works Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: September 16, 2025
Subject: 2025 Safe Routes to School Resolution of Funding and Support

Overview

The Illinois Safe Routes to School Program (SRTS) is a competitive grant program. IDOT's next SRTS application period began on August 1, 2025 and ends on October 15, 2025. The announcement of selected projects should occur in Spring 2026.

The Resolution of Financial Commitment and Support is attached. Also attached is a detailed drawing of the project and an itemized cost estimate for your review. This grant would fund $250,000 of the construction costs of the project. The City is responsible for funding the remainder of the costs above that amount. For the below project, the additional amount the City would be funding is $128,000.

Funding

Applicants may apply for up to $250,000 maximum per project in Federal SRTS funds. Federal funds will provide reimbursement up to that amount for infrastructure and non-infrastructure projects. The remainder is the responsibility of the applicant. The below project is estimated to be $481,000, as you can see in the included detailed budget. The City would be investing approximately $128,000 in funds, if the grant was awarded. Per the Finance Director, the General Fund currently has enough in reserve to provide the match. If the grant is awarded, staff would recommend a budget amendment, at time of implementation.

Prairie Meadows Sidewalk Gap Project

The City of Yorkville proposes a targeted infrastructure improvement project to address critical sidewalk gaps that hinder pedestrian mobility, safety, and accessibility. This initiative will construct approximately 3,500 linear feet of new sidewalk to connect existing segments within the Prairie Meadows Subdivision, a high-traffic area near Autumn Creek Elementary School. These sidewalks would be installed by a builder, whenever a permit is pulled for new housing stars on the empty lots. However, only 7 permits have been issued in the past 5 years. Currently, there is no bonds or security in place for sidewalk construction in this subdivision. Because of the slow pace of permits in this subdivision and the proximity of the school, staff feels this is the ideal project for this grant application.

Project Perimeters (Logical Termini):
Prairie Meadows Subdivision Sidewalk Gaps impacting the subdivision surrounding Autumn Creek Elementary School. The construction of pedestrian sidewalk improvements that includes 3,500 linear feet of new sidewalk to connect existing segments within the subdivision.

Brief Description:
The City of Yorkville proposes a targeted infrastructure improvement project to address critical sidewalk gaps that hinder pedestrian mobility, safety, and accessibility. This initiative will construct approximately 3,500 linear feet of new sidewalk to connect existing segments within the Prairie Meadows Subdivision, a high-traffic area near Autumn Creek Elementary School.

Staff is currently procuring letters of support of this project from the school district, education foundation and parent/teacher organizations. The City is also working with the school district on obtaining survey results regarding walking and biking to school within the district.

Timeline:
The resolution, survey results and letters of support will be necessary to include in the application documents that are due on October 15, 2025.

Recommendation

Staff would like to request City Council approval on the Resolution of Financial Commitment and Support for the Yorkville Prairie Meadows Sidewalk Gap Project.

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS PLEDGING FINANCIAL COMMITMENT AND SUPPORT OF AN ILLINOIS DEPARTMENT OF TRANSPORTATION'S SAFE ROUTES TO SCHOOL (SRTS) GRANT APPLICATION FOR YORKVILLE PRAIRIE MEADOWS SIDEWALK GAP PROJECT

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "City"), is a duly organized unit of government of the State of Illinois within the meaning of Article VII, Section 10 of the 1970 Illinois Constitution; and

WHEREAS, the desires to participate in the construction of pedestrian sidewalk improvements including construction of 3,500 linear feet of new sidewalk to connect existing segments within the Prairie Meadows Subdivision and Autumn Creek Elementary School; and

WHEREAS, the Illinois Department of Transportation (IDOT) is accepting applications for their Safe Routes to School Program, as part of the Grant Application to IDOT it is necessary to provide pledging financial commitment and support for projects increasing the accessibility to schools; and

WHEREAS, this grant would fund $250,000 of the construction costs for the addition of sidewalks connecting from Prairie Meadows Subdivision and Autumn Creek Elementary School; and

WHEREAS, the ability to provide safe and accessible sidewalks to school for students in the neighborhoods, this would also help to encourage route usage for the community to walk as a healthy opportunity

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 recitals set forth above are incorporated into this Resolution as if fully restated herein.

Section 2. The City does hereby commit to paying up to the remainder $128,000 of the project to complete the design, construction, and construction engineering, and all eligible costs associated with the Project.

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

Uniform Grant Application		
State Agency Completed Section		
1.	Type of Submission	☐ Pre-application ☒ Application ☐ Changed / Corrected Application
2.	Type of Application	☒ New ☐ Continuation (i.e. multiple year grant) ☐ Revision (modification to initial application)
3.	Date / Time Received by State	Completed by State Agency upon Receipt of Application
4.	Name of the Awarding State Agency	Transportation
5.	Catalog of State Financial Assistance (CSFA) Number	494-00-1002
6.	CSFA Title	Safe Routes to School (SRTS)
Catalog of Federal Domestic Assistance (CFDA) ☒ Not applicable (No federal funding)		
7.	CFDA Number	
8.	CFDA Title	
9.	CFDA Number	
10.	CFDA Title	
Funding Opportunity Information		
11.	Funding Opportunity Number	494-00-1002
12.	Funding Opportunity Title	Safe Routes to School Program
Competition Identification ☒ Not Applicable		
13.	Competition Identification Number	
14.	Competition Identification Title	

Applicant Completed Section		
Applicant Information		
15.	Legal Name	United City of Yorkville
16.	Common Name (DBA)	City of Yorkville
17.	Employer / Taxpayer Identification Number (EIN, TIN)	36-6006-169
18.	Organizational DUNS number and/or UEI Number (SAM.GOV)	112382973
19.	GATA ID	Assigned through the Grantee Portal
20.	SAM Cage Code	7VUG5
21.	Business Address	Street address: 651 Prairie Pointe Drive City: Yorkville State: IL County: Kendall Zip + 4: 60560 + 1133
Applicant's Organizational Unit		
22.	Department Name	Administration
23.	Division Name	
Applicant's Name and Contact Information for Person to be Contacted for *Program* Matters involving this Application		
24.	First Name	Erin
25.	Last Name	Willrett
26.	Suffix	
27.	Title	Assistant City Administrator
28.	Organizational Affiliation	
29.	Telephone Number	630-553-4350
30.	Fax Number	630-553-7575
31.	Email address	Ewillrett@gmail.com
Applicant's Name and Contact Information for Person to be Contacted for *Business/Administrative Office* Matters involving this Application		
32.	First Name	Bart
33.	Last Name	Olson
34.	Suffix	
35.	Title	City Administrator
36.	Organizational Affiliation	
37.	Telephone Number	630-553-4350
38.	Fax Number	630-553-7575

Applicant Completed Section		
39.	Email address	bolson@yorkville.il.us
Areas Affected		
40.	Areas Affected by the Project (cities, counties, state-wide)	Add Attachments (e.g., maps) City of Yorkville
41.	Legislative and Congressional Districts of Applicant	US Congressional District #14, Illinois Senate District #25, Illinois Representative District #50
42.	Legislative and Congressional Districts of Program / Project	US Congressional District #14, Illinois Senate District #25, Illinois Representative District #50
Applicant's Project		
43.	Description Title of Applicant's Project	Yorkville Prairie Meadows Sidewalk Project
44.	Proposed Project Term	Start Date: Spring 2026 End Date: Fall 2026
45.	Estimated Funding (include all that apply)	☒ Amount Requested from the State: 250,000 ☒ Applicant Contribution (e.g., in kind, matching): 231,000 ☐ Local Contribution: ☐ Other Source of Contribution: ☐ Program Income: Total Amount 481,000

Applicant Certification:

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001)

(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. If a NOFO was not required for the award, the state agency will specify required assurances and certifications as an addendum to the application.

☒ I agree

Authorized Representative		
46.	First Name	John
47.	Last Name	Purcell
48.	Suffix	
49.	Title	Mayor
50.	Telephone Number	630-553-4350
51.	Fax Number	630-553-7575
52.	Email Address	jpurcell@yorkville.il.us
53.	Signature of Authorized Representative	

Applicant Completed Section		
54.	Date Signed	

Illinois Department of Transportation

Project Safe Routes to School
Route
Section
County Kendall

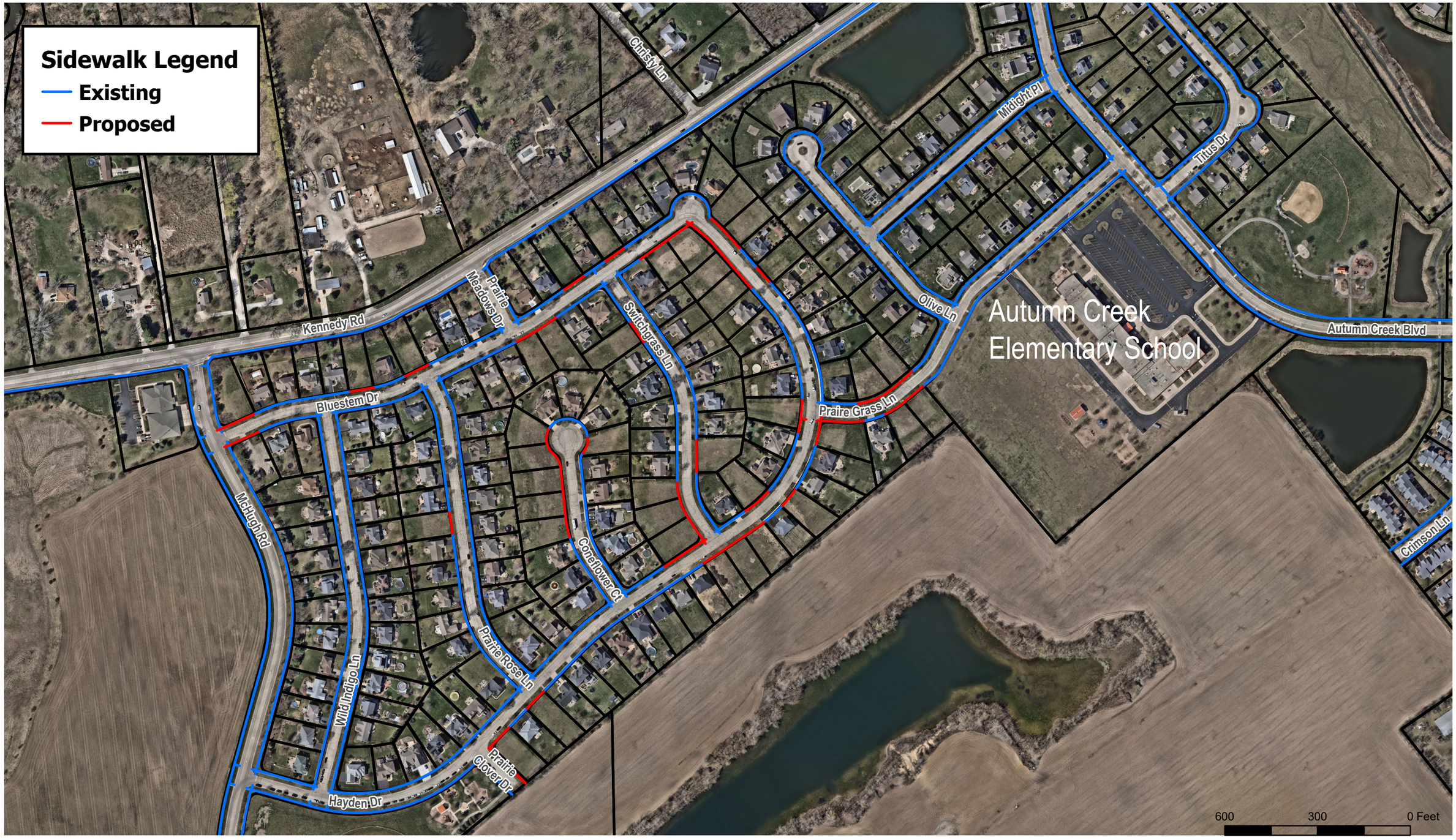
Estimate of Cost

Location of Improvement: United City of Yorkville - Safe Routes to School

For a total distance of ____ Net improvement of ____
Type ____ Width ____ Thickness ____
Shoulders ____ Average Haul ____ Maximum Grade ____ %

Code Number	Item	Unit of Measure	Quantity	Unit Price	Total Cost
1	EARTH EXCAVATION	CUYD	440	$45.00	$19,800.00
2	TOPSOIL FURNISH AND PLACE, 6"	SQYD	7025	$5.00	$35,125.00
3	NITROGEN FERTILIZER NUTRIENT	POUND	135	$4.00	$540.00
4	PHOSPHORUS FERTILIZER NUTRIENT	POUND	135	$4.00	$540.00
5	POTASSIUM FERTILIZER NUTRIENT	POUND	135	$4.00	$540.00
6	EROSION CONTROL BLANKET	SQYD	7025	$2.00	$14,050.00
7	SEEDING, CLASS 2A	ACRE	1.5	$4,000.00	$6,000.00
8	INLET FILTERS	EACH	30	$150.00	$4,500.00
9	AGGREGATE BASE COURSE, TYPE B	TON	530	$40.00	$21,200.00
10	PCC SIDEWALK, 5"	SQFT	17335	$9.00	$156,015.00
11	PCC SIDEWALK, 6"	SQFT	3500	$10.00	$35,000.00
12	DETECTABLE WARNINGS	SQFT	130	$45.00	$5,850.00
13	SIDEWALK REMOVAL	SQFT	1075	$2.50	$2,687.50
14	CLASS D PATCHES, TYPE I, 2 INCH	SQYD	20	$40.00	$800.00
15	CLASS D PATCHES, TYPE II, 2 INCH	SQYD	20	$39.00	$780.00
16	DOM. WATER SERV. BOXES TO BE ADJUSTED	EACH	20	$150.00	$3,000.00
17	MANHOLES TO BE ADJUSTED	EACH	10	$750.00	$7,500.00
18	SANITARY MANHOLES TO BE ADJUSTED	EACH	5	$1,400.00	$7,000.00
19	MOBILIZATION	LSUM	1	$15,000.00	$15,000.00
20	TRAFFIC CONTROL AND PROTECTION	LSUM	1	$9,000.00	$9,000.00
21	COMB. CONC. C&G R & R	FOOT	100	$45.00	$4,500.00
				PRELIMINARY CONSTRUCTION SUBTOTAL:	$349,427.50
				PRELIMINARY TOTAL W/ INFLATION (4%) (CONSTRUCTION YEAR 2027):	$378,000.00
				PHASE I ENGINEERING	$35,000.00
				PHASE II ENGINEERING:	$30,000.00
				PHASE III ENGINEERING:	$38,000.00
				TOTAL PRELIMINARY COST ESTIMATE:	$481,000.00

Made by CJO Date 8/26/2025 Examined ____ , ____
Checked by ____ Date ____ ____ Regional Engineer



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

United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560
630-553-4350
www.yorkville.il.us

NO.	DATE	REVISIONS

DATE: AUGUST 2025
PROJECT NO.: YO2500
BY: MJT
PATH: H:\GIS\PUBLIC\YORKVILLE\2025\
FILE: YO2500_2025 SAFE ROUTES TO SCHOOL PLAN

PRAIRIE MEADOWS
LOCATION MAP

2025 SAFE ROUTES TO SCHOOL SIDEWALK PLAN

N

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2025-58

Agenda Item Summary Memo

Title: Public Camping Ordinance – Discussion

Meeting and Date: City Council – September 23, 2025

Synopsis: Please see the agenda item notes below.

Council Action Previously Taken:

Date of Action: CC – 8/12/25 Action Taken: Ordinance was passed.

Item Number: CC 2025-58

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

A presentation by the Yorkville Police Dept and Kendall County Health Dept will be given at at the meeting. A discussion of ordinance amendments will occur, but no vote is expected to be taken on those amendments until the October 14th City Council meeting.

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

ORDINANCE NO. 2025-57

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, REGULATING PUBLIC CAMPING WITHIN CORPORATE BOUNDARIES AND OTHER ACTIONS IN CONNECTION THEREWITH

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 12th day of August, 2025

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on August 15, 2025.

Ordinance No. 2025-57

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, REGULATING PUBLIC CAMPING WITHIN CORPORATE BOUNDARIES AND OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "City") is a duly organized and validly existing non home-rule municipality authorized pursuant to Article VII of the Constitution of the State of Illinois; and

WHEREAS, pursuant to Section 1-1-4 of the Illinois Municipal Code (65 ILCS 5/1-1-4), the City has those powers conferred upon it by the Illinois Municipal Code; and

WHEREAS, the Section 1-2-1 of the Illinois Municipal Code (65 ILCS 5/1-2-1), provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, Section 1-2-1.1 of the Illinois Municipal Code (65 ILCS 5/1-2-1.1) empowers the corporate authorities of the municipality to pass ordinances to regulate any matter that is expressly within the powers granted to the municipality by making the violation a misdemeanor punishable by up to six (6) months of incarceration; and

WHEREAS, Section 1-1-10 of the Illinois Municipal Code (65 ILCS 5/1-1-10) empowers the corporate authorities of the municipality to exercise all powers granted to it expressly, by necessity, by the Illinois Municipal Code, by Illinois statute, or by the Illinois Constitution; and

WHEREAS, Section 11-20-5 of the Illinois Municipal Code (65 ILCS 5/11-20-5) empowers the corporate authorities of each municipality to "do all acts and make all regulations

which may be necessary or expedient for the promotion of health or the suppression of diseases"; and

WHEREAS, Section 11-60-2 of the Illinois Municipal Code (65 ILCS 5/11-60-2) empowers the corporate authorities of each municipality to define, prevent and abate nuisances; and

WHEREAS, the Bill of Rights for the Homeless Act (775 ILCS 45/1 et seq.), grant persons experiencing homelessness the right to equal treatment by all State and municipal agencies, without discrimination on the basis of housing status, including the right to use and move freely in public spaces in the same manner as any other person and without discrimination on the basis of their housing status, and the right to a reasonable expectation of privacy in their personal property; and

WHEREAS, Section 3-102 of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/3-102) obligates the City to "exercise ordinary care to maintain public property in a reasonably safe condition." *Bubb v. Springfield Sch. Dist. 186*, 167 Ill. 2d 372, 377 (1995) (citing 745 ILCS 10/3-102); and

WHEREAS, the Local Governmental and Governmental Employees Tort Immunity Act generally immunizes municipalities from damages claims where the public property was not being used in the manner intended and permitted by the municipality. *See Wojdyla v. City of Park Ridge*, 148 Ill. 2d 417, 421–22 (1992) (*quoting* 745 ILCS 10/3-102(a)) ("Thus, for a pedestrian to be protected in the present circumstances by the statute, he must be an intended and permitted user of the property under the control of the city."); and

WHEREAS, in *City of Grants Pass, Oregon v. Johnson*, 603 U.S. 520, 144 S. Ct. 2202 (2024), the United States Supreme Court held that the criminalization of "public camping", as defined in the City of Grants Pass's ordinance, did not unconstitutionally infringe on the Eighth Amendment rights of homeless and otherwise unhoused persons within said City; and

WHEREAS, in *Johnson*, the United States Supreme Court acknowledged that homelessness is a "complex and serious social issue" whose "causes are many" and which "cries out for effective responses" to combat it. *Johnson*, 603 U.S. 520, slip op. at 10, 34; and

WHEREAS, in *Johnson*, the United States Supreme Court relied heavily on the "stepwise" escalation of penalties in Grants Pass's ordinance to uphold its constitutionality. *Id.* at 11, 16–17; and

WHEREAS, in view of the foregoing, the City Council believe that it is appropriate, necessary and in the best interests of the City and its residents, that the City implement a Public Camping Prohibition and related enforcement mechanisms, to address the myriad public concerns that public camping creates.

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

Section 1. Incorporation of Recitals. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. Public Camping as a Nuisance. Public Camping, as the term is defined herein, is hereby declared to be a nuisance within the City for the reasons identified above.

Section 3. Regulation of Public Camping Necessary to Promote Public Health. In an effort to address the public health concerns identified above, the Mayor and City Council hereby

declare it necessary or expedient for the promotion of health or the suppression of diseases, to regulate Public Camping, as that term is defined herein, within the City's corporate limits.

Section 4. Public Camping Not Intended Use of Public Property. Except for those parcels of property specifically designated by the City in any subsequent ordinance, the City hereby declares that none of its property is permitted nor intended to be used for Public Camping, as the term is defined herein.

Section 5. Definitions. The following definitions apply to this Ordinance:

A. "Bedding" means any other material (such as, but not limited to, a sleeping bag or a blanket), used for bedding purposes.

B. "Campsite" means any physical space that is not within an established structure, where Bedding or any stove or fire is placed, established or maintained for the purpose of maintaining a temporary place to live, whether or not such place incorporates the use of any tent, lean-to, shack or any other structure, or any vehicle or part thereof.

C. "Exempt Personal Property" means items which would otherwise constitute Personal Property under the terms of this Ordinance, but which (i) has no apparent utility or monetary value; (ii) Personal Property which is unsanitary to store or otherwise maintain; (iii) any weapon possessed illegally; (iv) drug paraphernalia; (v) items appearing to be stolen or otherwise appearing to be evidence of a crime; (vi) items which the person cannot demonstrate the requisite lawful authority to possess; and (vii) any items of food which can reasonably be expected to spoil or otherwise perish within the next 30 days.

D. "Personal Property" means any item reasonably recognizable as belonging to a person and having apparent utility or monetary value, except for Exempt Personal Property.

E. "Public Camping" means to cause or participate in the establishment of, or the act of remaining in or at, a Campsite.

Section 6. Public Camping Prohibited.

A. No person may sleep, nor otherwise engage in Public Camping, on a public sidewalk, street, alley, lane, other public right-of-way, park, bench, or any other publicly-owned property, nor on or under any bridge or viaduct, at any time.

B. No person may sleep, nor otherwise engage in Public Camping, in any pedestrian or vehicular entrance to public or private property abutting a public right-of-way.

C. No person may sleep, nor otherwise engage in Public Camping, on any real property owned or otherwise maintained by the City.

D. No person may park a vehicle overnight within the City for the purpose of sleeping or otherwise engaging in Public Camping in said vehicle.

E. For the purposes of this section, the act of parking or leaving a vehicle parked for two consecutive hours, and/or remaining within a public vehicle on any property under the jurisdiction of the City for the purpose of Public Camping, for two consecutive hours without permission from the Mayor and City

Council, between the hours of midnight and 6:00 a.m., shall be considered a violation of this Ordinance.

Section 7. Exceptions to Prohibition. Notwithstanding the foregoing, it shall not be a violation to engage in Public Camping when done (i) in a manner specifically authorized by this Code; (ii) after a formal declaration of the City in emergency circumstances; or (iii) upon resolution of the City Council, the same may exempt a special event from the prohibitions of this section, if the City Council finds such exemption to be in the public interest and consistent with the goals and objectives of the City Council and with such conditions imposed as the City Council deems necessary. Any conditions imposed will include a condition requiring that the applicant provide evidence of adequate insurance coverage and agree to indemnify the City for any liability, damage or expense incurred by the City as a result of the activities of the applicant. Any findings by the City Council shall specify the exact dates and location covered by the exemption.

Section 8. Removal of Campsite. Removal of a Campsite in violation of this Ordinance may occur under the following circumstances:

A. Prior to removing a Campsite, the City shall post a notice, 24-hours in advance of the removal, unless immediate removal of the Campsite is deemed to be necessary for one of the reasons in subparagraphs 1-4, below. If such immediate removal is undertaken, the basis for causing the immediate removal of such Campsite should be adequately documented by the appropriate person(s).

    1. immediate removal of the Campsite is necessary to maintain access to a property;

2. immediate removal of the Campsite is necessary to maintain the sanitary condition of a property;

3. immediate removal of the Campsite is necessary because the Campsite is an obstruction to any public right-of-way; or

4. immediate removal of the Campsite is necessary because the Campsite poses a risk to the health and safety of the City and its residents.

B. Upon any action pursuant to Section 8.A, above, the person causing such action to be taken shall inform an appropriate agency delivering social services to homeless individuals in the City of the location of the Campsite and the persons found to be in violation of this Ordinance, so said agency may determine whether or not it would be appropriate to offer its services to those persons.

C. If a 24-hour notice has been posted, and the 24-hour notice period has passed, then the Campsite, as well as all Personal Property thereon, shall be removed by the appropriate person(s) acting on behalf of the City.

D. No portion of this Section shall be construed to prohibit any person found to be engaging in Public Camping from removing their Personal Property from the Campsite; however, such Personal Property that constitutes Exempt Personal Property and which a reasonably prudent law enforcement officer, exercising the applicable constitutional standard, would conclude that said Exempt Personal Property constitutes items appearing to be stolen or otherwise appearing to be evidence of a crime, and/or items which the person cannot

demonstrate the requisite lawful authority to possess, may be retained and stored as evidence.

Section 9. Disposition and Release of Personal Property.

A. All Personal Property removed from any Campsite which is not Exempt Personal Property shall be stored by the appropriate law enforcement agency of the City, for a minimum of 30 days, during which time it shall be reasonably available for and released to an individual confirming ownership.

B. All Exempt Personal Property may be disposed of or retained as evidence by the appropriate law enforcement agency of the City.

Section 10. Penalty; Mitigation.

A. The penalty for any person's first violation of this Ordinance within a rolling twenty-four (24) month period shall be $75.

B. The penalty for any person's second violation of this Ordinance within a rolling twenty-four (24) month period shall be $150.

C. The penalty for any person's third violation of this Ordinance within a rolling twenty-four (24) month period shall be $350.

D. The penalty for any person's fourth violation of this Ordinance within a rolling twenty-four (24) month period shall be $500.

E. The penalty for any person's fifth violation of this Ordinance within a rolling twenty-four (24) month period shall be $750.

F. The penalty for any person's sixth or subsequent violation of this Ordinance within a rolling twenty-four (24) month period may be a monetary penalty of $750 or incarceration for a period not exceeding the maximum time allowed pursuant to Sections 1-2-9 and 1-2-1.1 of the Illinois Municipal Code (65 ILCS 5/1-2-9; 65 ILCS 5/1-2-1.1).

G. As a substitute for any monetary penalty assessed pursuant to paragraphs A–F, above, and if consented to by the City, the penalty assessed to any person found in violation of this Ordinance may be that said person must engage in public service by cleaning the rights-of-way and other public facilities of the City for an amount of time that, if the person found to have violated this Ordinance was being paid the minimum wage under Illinois law, the amount paid for that person's labors would have been equal to the monetary penalty assessed under this Ordinance.

H. The City is hereby empowered to exercise all powers afforded to it, at law or in equity, to collect any fines assessed against a person pursuant to this Ordinance, including but not limited to seeking incarceration of said person for a period of time that conforms with Section 1-2-9 of the Illinois Municipal Code (65 ILCS 5/1-2-9).

I. In the imposition of any penalty pursuant to this Section, the penalty shall be mitigated by whether or not the person immediately removed all Personal Property and litter, including but not limited to bottles, cans, and garbage, from the Campsite after the person was informed that the person was in violation of this Ordinance.

J. A separate offense of this Ordinance shall be deemed committed on each day on which a violation occurs or continues.

K. In addition to any other remedy provided by law or this Ordinance, any person found in violation of this section may be immediately removed from the premises where the Campsite is located.

Section 11. Repeal of Conflicting Provisions. All ordinances, resolutions and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

Section 12. Severability. If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 13. Headings/Captions. The headings/captions identifying the various sections and subsections of this Ordinance are for reference only and do not define, modify, expand or limit any of the terms or provisions of the Ordinance.

Section 14. Publication. The clerk is directed by the corporate authorities to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and effect after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code (65 ILCS 5/1-2-4).

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 12th day of August, A.D. 2025.

CITY CLERK

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

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

MAYOR

Attest:

CITY CLERK

Reviewed By:	
Legal	■
Finance	■
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2025-70

Agenda Item Summary Memo

Title: Progressive Energy - Municipal Electric Aggregation Agreement Extension

Meeting and Date: City Council – September 23, 2025

Synopsis: Please see 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 (Name) Finance (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/320/City-Council

Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: September 8, 2025
Subject: Municipal Electric Aggregation

Summary

Consideration of a new twenty-four-month municipal electric aggregation program with MC Squared (MC^2) Energy.

Background

This item was last discussed by the City Council in January 2024, when the City Council entered into a twenty-one month municipal electric aggregation program. That program began in March 2024 and is scheduled to conclude at the end of December 2025. As the current agreement approaches its final year, the City's aggregation broker, Progressive Business Solutions, has tested the market on the City's behalf and is now prepared to recommend a two-year extension of the program for Council's consideration.

To recap, Municipal aggregation allows the City to purchase electricity in bulk from an alternative supplier on behalf of Yorkville's residential and small business customers. The goal is to leverage group purchasing power to secure competitive rates or other benefits for local customers. The attached Municipal Electric Aggregation Update from Progressive Energy Group outlines two program options:

Traditional Aggregation Program
Under this structure, residents and businesses receive their electricity from an alternate supplier at a ostensibly lower rate than ComEd. Historically, this model produced significant cost savings. For example, in 2012 more than 4,800 Yorkville accounts participated in the City's traditional aggregation program, generating average household savings of approximately $429. However, energy market conditions have shifted over the past decade. The cost gap between ComEd's default supply rates and those of alternative suppliers has largely disappeared. As reflected in Progressive's analysis (please see pages 2 and 3 of the Aggregation Update), no alternate supplier currently offers supply rates lower than ComEd for either 12-month or 24-month terms (see Exhibit A – page 3). For this reason, Staff and Progressive do not recommend pursuing a traditional aggregation program at this time.

Civic Grant Aggregation Program (Recommended Option)
The second option presented by Progressive is a civic grant aggregation model (Exhibit B), which mirrors the City's current contract. Under this program, roughly one-third of Yorkville households will be enrolled in the municipal electric aggregation program. In return, the City will receive a monthly civic grant of $3,000 for the duration of the contract, totaling $72,000.

Compared to the current agreement, this new contract increases MC^2's monthly contribution from $2,083 to $3,000—an annualized increase of $11,000, from $25,000 to $36,000. Most importantly, participating residents remain protected: they will never pay more than ComEd's supply rate, will face no penalties or early termination fees if they opt out and will continue to receive a single, consolidated invoice from ComEd. Residents may also choose to leave the program at any time or switch to a different third-party supplier without restriction.

If the City decides to move forward with the municipal electric aggregation proposal, each resident and small business in the City will receive one of five different types of notification letters (attached – approximately 8,200 letters in total will be sent out) in October:

1) "Electric Aggregation Program Notice (~35% to 40% of letters)"
    a. These residents have energy usage that will result in a savings to the aggregator and revenue to the City because they will be switched from the ComEd supply rate to the MC2 supply rate. Functionally, the resident will continue to pay the ComEd supply rate and their bill will not be impacted compared to their bill before the aggregation program. Any of these residents can opt-out of the City's aggregation program at any time without penalty to the resident.

2) "Informational Content Only: No Action Required (~35% to 40% of letters)"
    a. These residents have energy usage that will result in NO savings to the aggregator nor revenue to the City should they be switched from the ComEd supply rate to the MC2 supply rate. The resident will continue to pay the ComEd supply rate and their bill will not be impacted compared to the bill before the aggregation program. Any of these residents could opt-in to the City's aggregation program at any time without benefit nor penalty to the resident.

3) "Hourly: Informational Content Only (~25% of letters)"
    a. These residents have already opted into a special hourly electricity supply rate with a supplier other than ComEd that has a variable price structure depending on what time of day the power is used by the resident. These residents will continue to pay the alternate providers special hourly supply rate and their bill will not be impacted compared to the bill before the aggregation program. These residents may or may not be able to opt-in to the City's aggregation program due to early termination fees or other contractual obligations with their alternative supplier. For those residents that confirm they do have the flexibility under their alternative supplier hourly rate program to opt-in to the City's aggregation program may see a benefit or a detriment to their bill depending on the terms of their prior hourly rate program compared to the MC2 supply rate.

4) "Net Metering" Informational Content Only (less than 2% of letters)"
    a. These residents have already opted into a special net metering (i.e., solar based customers only) supply rate with ComEd. These residents will continue to pay the ComEd net metering supply rates and their bill will not be impacted compared to the bill before the aggregation program. These residents may or may not be

able to opt-into the City's aggregation program depending on the terms of their contract with ComEd for the net metering supply program; those that confirm they have the flexibility under the ComEd net metering supply program to opt-in to the City's aggregation program may see a benefit or a detriment to their bill depending on the terms of their prior ComEd net metering supply program compared to the MC2 supply rate.

5) "Electric Aggregation Program – Opt In Notice (less than 2% of letters)"
    a. These residents have already opted into ComEd's hourly pricing program. These residents will continue to pay the hourly electricity supply rate (which fluctuates with the market) with ComEd and their bill will not be impacted compared to the bill before the aggregation program. These residents may or may not be able to opt-into the City's aggregation program depending on the terms of their contract with ComEd; those that confirm they have the flexibility under their ComEd supplier agreement to opt-into the City's aggregation may see a benefit or a detriment to their bill depending on the terms of their prior third-party energy supplier agreement compared to the MC2 supply rate.

The residents do not have to take any action when the letter is received, and those residents who take no action will not pay any more for electricity than they did prior to the aggregation program. Conversely, any resident who takes action (opt-in or opt-out) after the letter is received will see their electricity bill stay the same (letters #1 and #2) or could see their electricity bill increase, decrease, or stay the same (letters #3, #4, and #5).

Recommendation

Staff recommends approval of the new twenty-four month (December 2025 thru December 2027) municipal electric aggregation program contract with MC Squared (MC^2) Energy.

PROGRESSIVE ENERGY GROUP
think ahead...move ahead™

Municipal Electric Aggregation Update

City of Yorkville

Prepared for: Erin Willrett & Rob Fredrickson

By: Chris Childress and Arnold Schramel

Date: September 9, 2025

Office - (630) 882-6100
Fax - (630) 882-6132
Mobile (630) 800-0173
chris@savewithprogressive.com
www.progessiveenergygroup.com

The City of Yorkville has sponsored several residential and small business electric aggregation programs over the past 12 years. Progressive has been working with the electric suppliers on options for 2025 electric aggregation renewal for the Cities, residents, and small business. The two options Progressive Energy Group reviewed:

1. Traditional Aggregation where residents save money with an Electric Supplier vs ComEd rates
    1. We have not found any supplier that can beat ComEd prices.
    2. Please see Exhibit A for the results.
    3. We do not recommend this program.

2. Civic Grant Aggregation – in this program only roughly 1/3 of residents are enrolled in aggregation, the price is the same as ComEd, and the invoicing still comes from ComEd. The sponsoring governmental entity also receives an unrestricted civic grant. Program highlights:

    a. Yorkville first participated in this type of program with MC2 Energy in late 2020 through October 2022.
    b. Yorkville current program started March 2024 and ends in December 2025.
        - The current program provides a Civic Contribution of $25,000 per year or $43,750 for a 21-month program.
    c. Progressive is recommending Yorkville extend this program for 24 months.
        - The program extension would increase the Civic Contribution to **$36,000** per year or $72,000 for a 24-month extension.
        - Civic Grant has no restrictions.
        - Residents will never pay more than the ComEd tariff rate.
        - Residents will never pay an early termination fee if they leave the program.
        - Residents continue to receive one invoice from ComEd.
        - Residents may continue to choose a different 3rd party supplier at any time.

Exhibit A

ComEd Price to Compare (Summer / Winter Avg) = $0.10217

	Constellation	Direct Energy	Dynegy	MC2 Energy	Eligo Energy
United City of Yorkville 12-month term	$0.11012	$0.1061	$0.1045	$0.1075	No Bid
United City of Yorkville 24-month term	$0.10998	$0.1064	$0.1046	$0.1095	No Bid

Exhibit B

Only MC2 Offer these programs			
Municipality Name	Option # 2		
	Utility PTC Rate Match Program Civic Grant Payment		
	Monthly	1- Year	2- Year
Yorkville, IL	$3,000.00	$36,000	$72,000

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN AGREEMENT WITH MC SQUARED ENERGY SERVICES, LLC

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*") is a duly organized unit of government of the State of Illinois within the meaning of Article VII, Section 10 of the 1970 Illinois Constitution; and

WHEREAS, in January 9, 2024, the City approved a Master Power Supply Agreement (the "*Agreement*") with MC Squared Energy Services, LLC ("*MC Energy*") to implement a municipal electric aggregation grant program for the benefit of the City; and

WHEREAS, pursuant to the Agreement, the City was eligible for a monthly civic grant upon the enrollment of approximately one-third of Yorkville households in the aggregation program; and

WHEREAS, the Agreement expires in December of 2025 and a request has been made for a two-year extension pursuant to the terms and conditions of the Extended Term Agreement No. 1 (the "*Extension*") attached hereto; and

WHEREAS, the Extension provides for an increase in the monthly civic grant from $25,000 per year to $36,000 per year over the term of the Extension; and

WHEREAS, the Mayor and City Council have reviewed the Extension and believe it to be in the best interest of the residents of the City to approve the Extension as hereinafter set forth.

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 Extended Term Agreement Amendment No. 1 by and between the United City of Yorkville, Kendall County, Illinois and MC Squared Energy Services, 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 on behalf of the United City of Yorkville.

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

EXTENDED TERM AGREEMENT AMENDMENT NO. 1

This Extended Term Agreement Amendment No. 1 (hereinafter the "ETA No. 1"), is entered as of this 23rd day of September 2025 between the United City of Yorkville, Kendall County, Illinois, an Illinois municipal corporation (hereinafter the "City") and MC Squared Energy Services, LLC (hereinafter the "Supplier") (each a "Party" and collectively, the "Parties").

WHEREAS, Supplier and City are the Parties to a Master Power Supply Agreement dated January 9, 2024 and amended on September 23, 2025 (hereinafter the "MPSA" which is hereby incorporated by reference).

WHEREAS, pursuant to the terms of the MPSA, including Section 5.1, the Parties mutually wish to extend the term of the MPSA.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties agree to replace Exhibit A with Amended Exhibit A to reflect the mutually agreed extended term of twenty-four (24) months.
2. The Parties agree that by executing this ETA No.1, Extended Term will last until December 2027, subject to future mutual extensions.
3. The Parties agree that Supplier has the right to conduct subsequent opt-out cycles to add eligible customer accounts to Supplier Service and/or return eligible accounts to ComEd's Tariffed Service during the spring months of March through June and fall months of October through December.
4. Article 2.20 will remain "Power Supply Bid" means the bidding process conducted by Progressive Energy on behalf of the Municipality."

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC	Municipality: United City of Yorkville
Signed:	Signed:
_____	_____
Printed/Typed Name:	Printed/Typed Name:
Charles C. Sutton	_____
Title:	Title:
President	_____
Date: _____	Date: _____

Attest:	Attest:
Signed:	Signed:
_____	_____
Printed/Typed Name:	Printed/Typed Name:
Sharon Alegado	_____
Title:	Title:
Vice President, Sales and Marketing	_____

AMENDED EXHIBIT A

PRICE AND TERM

Eligible Customers as defined in Section 2.11 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES) including pending "with RES" status, and customers served under ComEd's Hourly Tariffed supply service (Rate RRTP).

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier Service or Tariffed Service as defined in Section 2.37 of the Agreement (i.e., ComEd default tariff supply service) based on Supplier's criteria including the customer's usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price: Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

Termination Fee for Withdrawing Customers:

No Early Termination Fees - $0 (zero) per utility account

Delivery Term: Twenty-four (24) months

December 2025 – December 2027	Percent of RECs:	Zero
	Civic Contribution:	$3,000 / Monthly

Supplier will provide a monthly $3,000 civic contribution to the Municipality for the term of the agreement. The Civic Contribution will be payable to the Municipality within 30 days after the last meter read cycle of each delivery month (i.e. December 2025 payment would be paid in February 2026).

Supplier: MC Squared Energy Services, LLC

Signed:

_____

Printed/Typed Name:

Charles C. Sutton

Title:

President

Date: _____

Municipality: United City of Yorkville

Signed:

_____

Printed/Typed Name:

_____

Title:

_____

Date: _____

Attest:	Attest:
Signed:	Signed:
_____	_____
Printed/Typed Name:	Printed/Typed Name:
Sharon Alegado	_____
Title:	Title:
Vice President, Sales and Marketing	_____

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

Letter #1 - Electric Aggregation Program Notice

February 19, 2024

Customer Mailing Information

RE: United City of Yorkville Electric Aggregation Program
ComEd Service Address: Customer premise address

ELECTRIC AGGREGATION PROGRAM NOTICE

Dear Resident or Small Business Owner:

The United City of Yorkville (City) is pleased to inform you that we will participate in an electric aggregation program. A Chicago based company, MC Squared Energy Services, LLC (mc^2), was selected to serve the eligible residents and small business customers with an electric supply price equal to the published ComEd supply rate for a 20-month term beginning with the April 2024 ComEd meter read cycle. In addition, this Electric Aggregation Program provides us with a civic contribution for community initiatives at zero added cost to residents and the City.

You are not required to do anything to participate in our Electric Aggregation Program. mc^2 will automatically process your enrollment. You will not pay more than the published ComEd supply rate plus there is no enrollment or early termination fees. For additional information, please see the enclosed "Terms and Conditions" and "Uniform Disclosure Statement". If you are currently participating in a community solar savings program, or will be in the future, this municipal electricity aggregation supply program will not impact your community solar program. The community solar generation credits provided by ComEd are independent of this aggregation program.

Opt-Out Option: You have twenty-one (21) days from the date on this notice to opt out. You may opt out by either:

1. Calling 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m.
2. Online by visiting www.mc2energyservices.com/municipal-aggregation/optout
3. Returning the enclosed card by March 11, 2024
4. Scanning the QR code located on the enclosed card to opt out via your mobile device

You can cancel this agreement with mc^2 at any time during the program with no early termination fees. If you do not Opt-Out of the City's Electric Aggregation program, you will be deemed to have authorized and agreed to your enrollment in the City's Electric Aggregation program, and to have your electricity supply service with mc^2 under the "Terms and Conditions" and "Uniform Disclosure Statement" enclosed.

Billing and Service: Your billing and service will remain the same. You will continue to receive a single bill from ComEd and continue to be eligible for all ComEd payment options, including e-bill, automatic bill payment, and budget billing. ComEd continues to be responsible for wires, poles, and all emergencies, including outage restoration.

For information on the ComEd tariff rate, please visit www.pluginillinois.org, the Illinois Commerce Commission website for free consumer information. You may purchase electric supply from other Retail Electricity Suppliers or ComEd. For a complete list of your options, visit pluginillinois.org. You may also see supply options available on the Illinois Power Agency website at ipa.illinois.gov.

For more information, email ElectricAggregation@mc2energyservices.com or call 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m. We encourage you to contact mc^2 first before contacting the City with any questions. Please beware: any solicitor who comes to your door or calls, asking you to switch to a supplier is not associated with the United City of Yorkville, mc^2 or ComEd.

Sincerely,

United City of Yorkville

SAMPLE

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

Letter #2 - Informational Content Only: No Action Required

February 19, 2024

Customer Mailing Information

RE: United City of Yorkville Aggregation Program
ComEd Service Address: Customer premise address

"Informational Content Only: No Action Required"

Dear Resident or Small Business Owner:

The United City of Yorkville (City) is pleased to inform you that we will participate in an electric aggregation program. A Chicago based company, MC Squared Energy Services, LLC (mc^2), was selected to serve the eligible residents and small business customers with an electric supply price equal to the published ComEd supply rate for a 20-month term beginning with the April 2024 ComEd meter read cycle. In addition, this Electric Aggregation Program provides us with a civic contribution for community initiatives at zero added cost to residents and the City.

This notice is informational only. Your electricity supply service will remain with ComEd, and you do not need to do anything at this time.

However, if you wish to participate in the City's program you must take action to opt in to the program. You may enroll by visiting www.mc2energyservices.com/special and entering the promo code **Yorkville** or by calling 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m. There is no enrollment or early termination fees.

For more information, email ElectricAggregation@mc2energyservices.com or call 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m. We encourage you to contact mc^2 first before contacting the City with any questions. Please beware: any solicitor who comes to your door or calls, asking you to switch to a supplier is not associated with the United City of Yorkville, mc^2 or ComEd.

Sincerely,

United City of Yorkville

SAMPLE

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

Letter #3 - Hourly: Informational Content Only

February 19, 2024

(Customer address)

RE: United City of Yorkville Electric Aggregation Program
ComEd Service Address: (Customer service address)

HOURLY: INFORMATIONAL CONTENT ONLY

Dear Resident or Small Business Owner,

The United City of Yorkville (City) is pleased to inform you that we will participate in an electric aggregation program. A Chicago based company, MC Squared Energy Services, LLC (mc^2), was selected to serve the eligible residents and small business customers with an electric supply price equal to the published ComEd supply rate for a 20-month term beginning with the April 2024 ComEd meter read cycle. In addition, this Electric Aggregation Program provides us with a civic contribution for community initiatives at zero added cost to residents and the City.

This notice is informational only, your account will not be switched. Your electric utility has informed us that you are currently a participant in their hourly supply program called Rate RRTP (Residential Real Time Pricing). If you wish to participate in the City's Electric Aggregation Program, you must take action. You may enroll only at www.mc2energyservices.com/special (enter promo code **Yorkville**) or by calling 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m.

Savings, if any, will vary for previous ComEd hourly (Rate RRTP) customers when switching to the Aggregation program depending on your usage patterns. In addition, please check the terms and conditions of ComEd's Rate RRTP program prior to leaving their program. If you leave the ComEd hourly program, you may be precluded from joining the ComEd Hourly program for 12 months.

For information on the ComEd tariff rate, please visit www.pluginillinois.org, the Illinois Commerce Commission website for free consumer information. You may purchase electric supply from other Retail Electricity Suppliers or ComEd. For a complete list of your options, visit pluginillinois.org. You may also see supply options available on the Illinois Power Agency website at ipa.illinois.gov.

For more information, email ElectricAggregation@mc2energyservices.com or call 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m. We encourage you to contact mc^2 first before contacting the City with any questions. Please beware: any solicitor who comes to your door or calls, asking you to switch to a supplier is not associated with the United City of Yorkville, mc^2 or ComEd.

Sincerely,

United City of Yorkville

SAMPLE

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

Letter #4 - "Net Metering"
Informational Content Only

February 19, 2024

Customer Mailing Information

RE: United City of Yorkville Electric Aggregation Program
ComEd Service Address: Customer premise address

NET METERING: INFORMATIONAL CONTENT ONLY

Dear Resident or Small Business Owner:

The United City of Yorkville (City) is pleased to inform you that we will participate in an electric aggregation program. A Chicago based company, MC Squared Energy Services, LLC (mc^2), was selected to serve the eligible residents and small business customers with an electric supply price equal to the published ComEd supply rate for a 20-month term beginning with the April 2024 ComEd meter read cycle. In addition, this Electric Aggregation Program provides us with a civic contribution for community initiatives at zero added cost to residents and the City.

This notice is informational only. Your electric utility has informed us that you are currently a participant in a net metering program through either ComEd or a retail electric supplier. **To protect your existing net metering program and any special electricity supply rates that you may have, your account will not be switched to mc^2.** If you wish to opt-in to the City's Electric Aggregation Program through mc^2, you may enroll by visiting www.mc2energyservices.com/special and entering the promo code **Yorkville** or by calling 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m. There is no enrollment or early termination fees.

For information on the ComEd tariff rate, please visit www.pluginillinois.org, the Illinois Commerce Commission website for free consumer information. You may purchase electric supply from other Retail Electricity Suppliers or ComEd. For a complete list of your options, visit pluginillinois.org. You may also see supply options available on the Illinois Power Agency website at ipa.illinois.gov.

For more information, email ElectricAggregation@mc2energyservices.com or call 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m. We encourage you to contact mc^2 first before contacting the City with any questions. Please beware: any solicitor who comes to your door or calls, asking you to switch to a supplier is not associated with the United City of Yorkville, mc^2 or ComEd.

Sincerely,

United City of Yorkville

SAMPLE

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

Letter #5 - Electric Aggregation Program - Opt In Notice

February 19, 2024

Customer Mailing Information

RE: United City of Yorkville Electric Aggregation Program
ComEd Service Address: Customer premise address

ELECTRIC AGGREGATION PROGRAM - OPT IN NOTICE

Dear Resident or Small Business Owner:

The United City of Yorkville (City) is pleased to inform you that we will participate in an electric aggregation program. A Chicago based company, MC Squared Energy Services, LLC (mc^2), was selected to serve the eligible residents and small business customers with an electric supply price equal to the published ComEd supply rate for a 20-month term beginning with the April 2024 ComEd meter read cycle. In addition, this Electric Aggregation Program provides us with a civic contribution for community initiatives at zero added cost to residents and the City.

Your account will not be switched. You will remain with your current supplier. This notice is informational only. Your electric utility has informed us that you are currently served or have chosen to be served by another competitive retail electric supplier or have special services with ComEd. **If you want to continue to receive service from your chosen electric supplier or ComEd, you do not need to take additional action.** However, if you wish to participate in the City's program you must take action to opt in to the program. You may enroll by visiting www.mc2energyservices.com/special and entering the promo code **Yorkville** or by calling 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m. There is no enrollment or early termination fees.

For information on the ComEd tariff rate, please visit www.pluginillinois.org, the Illinois Commerce Commission website for free consumer information. You may purchase electric supply from other Retail Electricity Suppliers or ComEd. For a complete list of your options, visit pluginillinois.org. You may also see supply options available on the Illinois Power Agency website at ipa.illinois.gov.

For more information, email ElectricAggregation@mc2energyservices.com or call 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m. We encourage you to contact mc^2 first before contacting the City with any questions. Please beware: any solicitor who comes to your door or calls, asking you to switch to a supplier is not associated with the United City of Yorkville, mc^2 or ComEd.

Sincerely,

United City of Yorkville

SAMPLE

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2025-71

Agenda Item Summary Memo

Title: Proposed WIFIA Loan – Revised Authorizing Ordinance

Meeting and Date: City Council – September 23, 2025

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (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/320/City-Council

Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: September 17, 2025
Subject: Revised Ordinance Authorizing – WIFIA Loan

Summary

Approval of a revised ordinance authorizing the issuance of a Water Infrastructure Finance and Innovation Act (WIFIA) loan, from the United States Environmental Protection Agency (EPA).

Background

As you may recall, and consistent with the process for issuing General Obligation (Alternate Revenue Source) Bonds, the first step in the WIFIA loan issuance process is the adoption of an Authorizing Ordinance. This ordinance not only establishes the maximum principal amount that the City may borrow, but also specifies the categories of eligible projects for which the loan proceeds may be applied and identifies the underlying revenues supporting repayment.

The City Council approved the initial Authorizing Ordinance (Ordinance 2024-17 – Exhibit D) in May 2024, which set a borrowing cap of $160 million. At that time, the City's strategy contemplated a phased borrowing approach under a Master Credit Agreement with the EPA. Phase I consisted of eight water system improvement projects totaling approximately $37 million, of which $29.6 million (80%) was anticipated to be funded through WIFIA and $7.4 million (20%) through local funds. Phase II encompassed three major initiatives—the DWC WaterLink connection, expansion of the DWC transmission system, and construction of the South Receiving Station—estimated at $137 million, with $109.6 million (80%) to be covered by WIFIA and $27.4 million (20%) by the City. Taken together, the City's total projected WIFIA-eligible costs were $139.2 million, leaving roughly $20 million of cushion under the $160 million cap to accommodate potential overruns or contingencies.

Since that time, however, construction costs have escalated dramatically. Following recent bid results for the Book Road (Phase I) portion of the transmission main, the DuPage Water Commission (DWC) revised its overall estimate from $287.9 million to $405.7 million. As shown on the Eligible Costs Summary Sheet (Exhibit C) provided by EEI, Yorkville's proportional share (40.22%) now stands at $163.2 million—already exceeding the City's existing WIFIA borrowing authority. When factoring in all eligible projects, total costs are projected at $224.4 million, of which WIFIA could support $179.5 million (80%), with the remaining $44.9 million to be financed through the City's 2025A bond issuance and IEPA loan proceeds.

Accordingly, staff recommends amending the Authorizing Ordinance to increase the WIFIA borrowing cap to $225 million, ensuring the City has sufficient flexibility to accommodate any unforeseen costs that may arise as the project progresses. From a fiscal standpoint, expanding the WIFIA loan authorization may provide advantages over issuing additional bonded debt. WIFIA loans typically carry interest rates below those of traditional tax-exempt municipal bonds, as they are tied to the U.S. Treasury's borrowing cost plus a modest spread. They also allow for deferred repayment, with interest payments postponed during construction and for up to five years thereafter, easing near-term cash flow

pressures. In addition, WIFIA provides extended maturities of up to 35-years following project completion, compared to the 20 to 30-year terms common for municipal bonds, thereby reducing annual debt service and smoothing rate impacts on residents. Finally, WIFIA loans include flexible prepayment provisions once the final drawdown has occurred, avoiding the restrictive call features often associated with municipal bonds. It should also be noted that should project costs rise beyond this revised authorization, the City would be required to repeat the BINA process and amend the Authorizing Ordinance once again; however, based on the most current cost estimates, staff believes that any further increase to the WIFIA borrowing cap is highly unlikely.

It is important to underscore that while the revised borrowing cap has been set at $225 million, the City's actual WIFIA borrowing is anticipated to be significantly lower at approximately $170 million. This reduced figure reflects the integration of alternative funding sources, including the 2025A bond proceeds ($25.3 million) and approximately $30 million in low-interest loan proceeds from Illinois EPA, which will provide financing for the 2025 and 2026 Water Main Replacement Programs (WM09 and WM10), as well as the North Receiving Station (LM09) and the Northwest Elevated Water Storage Tank (LM10). It should also be emphasized that the Authorizing Ordinance merely establishes the maximum borrowing authority; it does not obligate the City to draw the full amount. The exact loan amount will not be finalized until the WIFIA loan agreement is approved, which is tentatively scheduled for November 11th.

As noted previously, the revised Authorizing Ordinance not only establishes the maximum principal amount for the proposed loan but also reaffirms the specific projects for which the City may apply the loan proceeds. As detailed in the appended ordinance (Exhibit A), WIFIA loan proceeds could be spent on any qualifying project that enhances the City's Water "System by replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and by constructing a new water supply line and connection to the DuPage Water Commission for a new source of water."

In addition, the ordinance specifies the specific revenues pledged for the repayment of the proposed loan. Similar to prior Alternate Revenue Source (ARS) bond issuances, this revenue pledge is essentially a financial benchmark, established through the bond indenture (i.e., contract) or final issuance ordinance. This revenue pledge mandates the City demonstrate the sufficiency of the revenues allocated to support debt service at a minimum coverage ratio of 1.25 times (i.e., 125%). As outlined in the Authorizing Ordinance, the pledged revenues for the proposed WIFIA loan consist of (1) Water Fund net revenues (i.e., revenues less operating expenses) from the City's water system; (2) any revenues derived from a places of eating tax (recently implemented on January 1, 2024); and (3) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund (i.e., a portion of fund equity can be used to cover the additional 25% pledge requirement over actual debt service amounts at 100%).

Assuming the revised Authorizing Ordinance is approved, the next steps would follow the same process as the prior issuances. The ordinance, along with the required statutory notice, would be published in the Beacon News. This notice will state that, unless a petition signed by at least 7.5% of the City's registered voters is filed with the City Clerk within 30 days of publication, the WIFIA Loan may proceed. If a sufficient petition is filed during this backdoor referendum period, the loan authorization would instead be placed on the ballot at the November 3, 2026 election. The 30-day referendum window is scheduled to begin with publication on or around September 26th.

As a further requirement under the Bond Issuance Notification Act (BINA), the Mayor will issue an order establishing the date and time of the required public hearing (Exhibit B). The hearing on the proposed WIFIA Loan is tentatively scheduled for the October 14th City Council meeting. By statute, the Council cannot adopt an ordinance authorizing the loan until at least seven days after this hearing is held.

Once the 30-day backdoor referendum period concludes (anticipated during the week of October 27th), the subsequent step in the process involves the Council's adoption of a final ordinance to authorize the WIFIA Loan issuance, which is anticipated to take place on November 11th. From there the City would be able to move forward with the closing of the WIFIA loan, pending the EPA and OMB final approval of the loan documents, which is expected to take place around the same timeframe. Importantly, should the City later determine that it needs to increase the WIFIA borrowing authority beyond the $225 million maximum, it may do so by redoing the BINA process. While staff believes the revised cap provides ample flexibility, this safeguard ensures the City retains the ability to adjust upward if circumstances change prior to final loan closing.

As you may recall, to comply with WIFIA's debt coverage requirements, the City Council previously adopted a multi-year water rate plan on June 24th (Ordinance 2025-54), based on a rate study projecting coverage adequate for a ~$130 million loan. With the revised borrowing now projected at about $170 million, staff, in coordination with the City's municipal advisor, Speer Financial, is re-evaluating the plan to determine whether the existing rate structure will be sufficient—or whether adjustments may be necessary—to meet the required 1.25x coverage ratio. This review will be completed well in advance of the November 11th loan authorization, ensuring that projected revenues will be aligned with the 1.25x debt service coverage requirement.

Recommendation

Staff recommends approval of the attached revised ordinance authorizing the issuance of a Water Infrastructure Finance and Innovation Act (WIFIA) loan, from the United States Environmental Protection Agency (EPA).

Exhibit A

MINUTES of a regular public meeting of the City Council of the United City of Yorkville, Kendall County, Illinois, held in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, at 7 o'clock P.M., on the 23rd day of September, 2025.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, John Purcell, the City Mayor, and the following Aldermen were physically present at said location:

_____ _____

_____.

The following Aldermen were allowed by a majority of the Aldermen of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: _____

_____

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

_____

The Mayor announced that, in view of the need to provide funds for the enhancement of the City's water delivery system, the City Council would consider the adoption of an ordinance authorizing the borrowing of a loan payable solely from the revenue derived from the operation of the System or, in lieu thereof, payable from other revenue sources pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, and directing the publication of a notice setting forth the determination of the City Council to borrow such funds.

Whereupon Alderman _____ presented and the City Clerk read by title an Ordinance as follows, a copy of which was provided to each Alderman prior to said meeting and to everyone in attendance at said meeting who requested a copy:

AN ORDINANCE authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $225,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system.

* * * * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the *"City"*), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of Illinois Municipal Code, as amended (the "*Code*"), and all laws amendatory thereof and supplementary thereto, including without limitation the Local Government Debt Reform Act of the State of Illinois, as amended (the *"Debt Reform Act"*); and

WHEREAS, the City has owned and operated a municipally-owned water supply system (the "*System*") under and pursuant to the provisions of Division 129 of Article 11 of the Code; and

WHEREAS, the Mayor and the City Council of the City (the "*City Council*") have determined that it is advisable, necessary and in the best interests of the public health, safety, welfare and convenience of the City to enhance the System by replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and by constructing a new water supply line and connection to the DuPage Water Commission for a new source of water (collectively, the "*Project*"), all in accordance with the preliminary plans and estimates of costs therefor heretofore presented to the City Council and

WHEREAS, the estimated costs of the Project, including, without limitation, legal, financial and other related banking fees and other expenses, does not exceed $225,000,000, but the City does not currently have sufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, pursuant to Article 8 and Article 11 of the Code, the City is authorized to issue its water revenue bonds payable solely from the revenue derived from the operation of the System to pay the costs of the Project, subject to right of backdoor petition for referendum; and

WHEREAS, pursuant to the provisions of Section 15 of the Debt Reform Act, whenever the City has been authorized under applicable law (as defined in the Debt Reform Act) to issue revenue bonds under the Code, the City may issue its general obligation alternate bonds (as defined in the Debt Reform Act) in lieu of such revenue bonds; and

WHEREAS, the Debt Reform Act defines a bond as any instrument evidencing the obligation to pay money authorized or issued by or on behalf of a governmental unit under applicable law, including without limitation, bonds, notes, installment or financing contracts, leases, certificates, tax anticipation warrants or notes, vouchers, and any other evidences of indebtedness; and

WHEREAS, the City has applied to the United States Environmental Protection Agency (the "*EPA*") for a Water Infrastructure Finance and Innovation Act loan (the "*WIFIA Loan*") to finance the costs of the Project; and

WHEREAS, it is necessary and for the best interests of the City that the Project be undertaken, and, in order to finance the cost thereof, it will be necessary for the City to borrow from the EPA the WIFIA Loan in an aggregate amount not to exceed $225,000,000 and (a) payable from the revenue derived from the operation of the System (a "*Revenue-Backed WIFIA Loan*"), or (b) in lieu thereof, payable from (i) the net revenues derived from the operation of the System, (ii) all collections of any non-home rule "places for eating" sales tax imposed by the City and deposited into the City's Water Fund (the "*Water Fund*"), and (iii) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund (collectively, the "*Pledged Revenues*"),

as authorized to be borrowed at this time pursuant to the Debt Reform Act (an "*Alternate Revenue WIFIA Loan*"); and

WHEREAS, as provided in the Debt Reform Act, if the Pledged Revenues are insufficient to pay the principal and interest on the Alternate Revenue WIFIA Loan, ad valorem property taxes levied upon all taxable property in the City without limitation as to rate or amount are authorized to be extended and collected to pay the principal of and interest on the Alternate Revenue WIFIA Loan; and

WHEREAS, the costs of the Project are expected to be paid for from the proceeds of the Alternate Revenue WIFIA Loan which is authorized to be borrowed as an alternate bond pursuant to the Debt Reform Act, subject to the right of backdoor petition for referendum; and

WHEREAS, pursuant to and in accordance with the provisions of Section 15 of the Debt Reform Act, and in lieu of the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan, the City is authorized to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan in an aggregate principal amount not to exceed $225,000,000 for the purpose of providing funds to pay the costs of the Project; and

WHEREAS, before the City can borrow the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan for said purpose, Division 129 of Article 11 of the Code and Section 15 of the Debt Reform Act require that the City Council must first adopt an Ordinance authorizing the borrowing of the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan for said purpose and directing that notice of such authorization be published as provided by law.

NOW, THEREFORE, Be It and It Is Hereby Ordained by the City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. **Incorporation of Preambles**. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. **Determination to Borrow the WIFIA Loan**. It is necessary and in the best interests of the public health, safety, welfare and convenience of the City to undertake the Project in accordance with the estimate of costs as hereinabove described, and that for such purpose the WIFIA Loan is hereby authorized to be borrowed from the EPA as a Revenue-Backed WIFIA Loan in an aggregate principal amount not to exceed $225,000,000 or, in lieu thereof, as an Alternate Revenue WIFIA Loan in an aggregate principal amount not to exceed $225,000,000. The borrowing of the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan shall be subject to the right of backdoor petition for referendum as set forth herein and the adoption of an ordinance setting forth the terms for the borrowing thereof.

Section 3. **Publication**. This Ordinance, together with a notice in the statutory form as set forth herein in Section 4 (the "*Notice*"), shall be published at least once within ten (10) days after passage hereof by the City Council in the *Beacon-News,* the same being a newspaper of general circulation in the City, and if no petition, signed by not less than 1,723 registered voters of the City (being the number of registered voters equal to ten percent (10%) of the registered voters of the City), asking that the question of the Project, as provided in this Ordinance, and the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan therefor be submitted to the electors of this City is filed with the City Clerk within thirty (30) days after the date of the publication of this Ordinance and the Notice, then the City shall be authorized to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this Ordinance and the Notice, an election on the proposition to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan shall be held on the 3rd

day of November, 2026 (being the next election held in accordance with the general election law of the State of Illinois). The City Clerk shall make a petition form available to anyone requesting one.

If no petition, signed by not less than 1,292 registered voters of the City (being the number of registered voters equal to the greater of (a) seven and one-half percent (7.5%) of the registered voters of the City, or (b) the lesser of (i) fifteen percent (15%) of the registered voters of the City, or (ii) 200 registered voters), asking that the borrowing of the WIFIA Loan as an Alternate Revenue WIFIA Loan be submitted to referendum, is filed with the City Clerk within thirty (30) days after the date of the publication of this Ordinance and the Notice, then the City shall be authorized to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this Ordinance and the Notice, an election on the proposition to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan shall be held on the 3rd day of November, 2026 (being the next election held in accordance with the general election law of the State of Illinois). The City Clerk shall make a petition form available to anyone requesting one.

It is expressly provided that in the event there shall be filed with the City Clerk in a timely manner a petition, asking that the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan be submitted to a referendum, the WIFIA Loan shall not be authorized to be borrowed as an Alternate Revenue WIFIA Loan until such time as the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan shall have been submitted to the electors of the City and a majority of votes cast on such question shall have been in favor thereof.

Section 4. **Form of Notice**. The notice of the intention to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan or, in lieu thereof, as an Alternate Revenue WIFIA Loan shall be in substantially the following form:

NOTICE OF INTENT OF
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
TO BORROW A WIFIA LOAN AS A $225,000,000 REVENUE-BACKED WIFIA LOAN
OR, IN LIEU THEREOF, AS AN $225,000,000 ALTERNATE REVENUE WIFIA LOAN
AND RIGHT TO FILE PETITION

PUBLIC NOTICE is hereby given that pursuant to an Ordinance (the "*Ordinance*") adopted on the 23rd day of September, 2025 by the City Council (the *"City Council"*) of the United City of Yorkville, Kendall County, Illinois (the *"City"*), the City intends to borrow a Water Infrastructure Finance and Innovation Act loan (a "*WIFIA Loan*") from the United States Environmental Protection Agency, payable solely from the revenue derived from the operation of the City's water delivery system (the "*System*"), in an aggregate amount of not to exceed $225,000,000 and bearing interest per annum at a rate not to exceed the maximum rate authorized by law at the time such WIFIA Loan is borrowed (a "*Revenue-Backed WIFIA Loan*") or, in lieu thereof, a general obligation alternate revenue WIFIA Loan in an aggregate amount of not to exceed $225,000,000 (the "*Alternate Revenue WIFIA Loan*"), for the purpose of providing funds for the enhancement of the City's water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water.

The revenue sources for the payment of an Alternate Revenue WIFIA Loan will be (i) the net revenues derived from the operation of the System, (ii) all collections of any non-home rule "places for eating" sales tax imposed by the City and deposited into the City's Water Fund, and (iii) certain moneys on deposit from time to time in the funds and accounts held within the City's Water Fund. If these revenue sources are insufficient to pay an Alternate Revenue WIFIA Loan, the City will also levy ad valorem property taxes upon all taxable property in the City without limitation as to rate or amount to pay the principal of and interest on such Alternate Revenue WIFIA Loan. This notice is incorporated into the Ordinance.

Notice is hereby further given that a petition may be filed with the City Clerk (the *"City Clerk"*) within thirty (30) days after the date of publication of the Ordinance and this notice, signed by not less than 1,723 registered voters of the City (being the number of registered voters equal to ten percent (10%) of the registered voters of the City) asking that the question of the Project, as provided in the Ordinance, and the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan be submitted to the voters of the City. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this notice, an election on the proposition to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan shall be held on the 3rd day of November, 2026. Forms of petitions for such purposes are available to any individual requesting one from the office of the City Clerk.

The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the City shall thereafter be authorized to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan for the purpose hereinabove provided.

Notice is further hereby further given that a petition may be filed with the City Clerk within thirty (30) days after the date of publication of the Ordinance and this notice, signed by not less

than 1,292 registered voters of the City (being the number of registered voters equal to the greater of (a) seven and one-half percent (7.5%) of the registered voters of the City, or (b) the lesser of (i) fifteen percent (15%) of the registered voters of the City, or (ii) 200 registered voters) asking that the borrowing of the WIFIA Loan as an Alternate Revenue WIFIA Loan be submitted to the voters of the City. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this notice, an election on the proposition to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan shall be held on the 3rd day of November, 2026. Forms of petitions for such purposes are available to any individual requesting one from the office of the City Clerk.

The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the City shall thereafter be authorized to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan for the purpose hereinabove provided.

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

DATED this 23rd day of September, 2025.

Jori Behland
City Clerk
United City of Yorkville, Kendall County,
Illinois

Note to Publisher: Please be certain that this notice appears over the name of the City Clerk.

Section 5. **Additional Ordinances**. If no petition with respect to the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan or, in lieu thereof, as an Alternate Revenue WIFIA Loan and meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the City Council may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan or, in lieu thereof, as an Alternate Revenue WIFIA Loan and prescribing all the details of the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan, so long as the maximum amount of the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan as set forth in this Ordinance is not exceeded and there is no material change in the Project described herein. Such additional ordinances or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan or, in lieu thereof, as an Alternate Revenue WIFIA Loan under applicable law.

Section 6. **Severability**. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

(This space is intentionally blank)

Section 7. **Repealer and Effective Date**. All Ordinances and parts of Ordinances in conflict herewith be and the same are hereby repealed and that this Ordinance be in full force and effect forthwith upon its adoption.

ADOPTED by the City Council on the 23rd day of September, 2025, pursuant to a roll call vote as follows:

DANIEL V. TRANSIER	_____	KEN KOCH	_____
MATT MAREK	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	RUSTY HYETT	_____
CRAIG SOLING	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, the 23rd day of September, 2025.

_____
MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois, the 23rd day of September, 2025.

_____
CITY CLERK

Alderman _____ moved and Alderman _____ seconded the motion that said Ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, the Mayor directed the City Clerk to call the roll for a vote upon the motion to adopt said Ordinance.

Upon the roll being called, the following Aldermen voted AYE: _____ _____.

The following Aldermen voted NAY: _____

Whereupon the Mayor declared the motion carried and said Ordinance adopted, and in open meeting approved and signed said Ordinance and directed the City Clerk to record the same in full in the records of the City Council of the United City of Yorkville, Kendall County, Illinois, which was done.

Other business not pertinent to the adoption of said Ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

_____
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the *"City"*), and that as such official I am the keeper of the records and files of the City and of the City Council thereof (the *"City Council"*).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 23rd day of September, 2025, insofar as same relates to the adoption of Ordinance No. _____ entitled:

> AN ORDINANCE authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $225,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system,

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 96 hours in advance of the holding of said meeting and on a day that was not a Saturday, Sunday or legal holiday in the State of Illinois, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A,* that said meeting was called and held in strict compliance with the provisions of the Public Code of the State of Illinois, as amended, the Open Meetings Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended, and that the City Council has complied with all of the provisions of said Acts and with all of the procedural rules of the City Council in the conduct of said meeting and in the adoption of said Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 23rd day of September, 2025.

(SEAL)

City Clerk, United City of Yorkville, Kendall County, Illinois

[Attach Agenda as Exhibit A]

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

PETITION –REVENUE-BACKED WIFIA LOAN

We, the undersigned, do hereby certify that we are registered voters of United City of Yorkville, Kendall County, Illinois, and as such voters, we do hereby petition you to cause that the following question be submitted to the voters of said City: "Shall the City Council of United City of Yorkville, Kendall County, Illinois, be authorized to borrow a Water Infrastructure Finance and Innovation Act loan ("*WIFIA Loan*") from the United States Environmental Protection Agency in an aggregate amount not to exceed $225,000,000 to provide funds for the enhancement of the City's water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water, as provided for by the Ordinance adopted by the City Council of said City on the 23rd day of September, 2025, with the revenue sources to be used to pay the principal of and interest on said WIFIA Loan to be the revenues of the City's water delivery system?"; and we do hereby further request that the City Clerk certify said proposition to the County Clerk of The County of Kendall, Illinois, for submission to said City voters at the election to be held on the 3rd day of November, 2026:

SIGNATURE	STREET ADDRESS OR RURAL ROUTE NUMBER	CITY, CITY OR TOWN	COUNTY
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), Yorkville, Kendall County, Illinois, that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said

petition registered voters of said City and that their respective residences are correctly stated therein.

_____

Signed and sworn to before me this
_____ day of _____, 2025.

_____
Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

NO PETITION CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the *"City"*), and as such official I do further certify that pursuant to an Ordinance entitled:

> AN ORDINANCE authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $225,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system,

duly adopted by the City Council of the City (the *"City Council"*) on the 23rd day of September, 2025, notice of authorization of the City to borrow a Revenue-Backed WIFIA Loan in an aggregate amount not to exceed $225,000,000 was published on the ___ day of _____, 2025, in the *Beacon-News,* the same being a newspaper of general circulation in the City, and was not posted electronically on the City's World Wide Web pages.

I do further certify that no petition has ever been filed in my office as City Clerk or has ever been presented to me as such official requesting that the proposition to borrow said Revenue-Backed WIFIA Loan be submitted to the voters of the City, but that I provided a petition form regarding the same to every individual requesting one.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ____ day of _____, 2025.

_____
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

PETITION – ALTERNATE REVENUE WIFIA LOAN

We, the undersigned, do hereby certify that we are registered voters of United City of Yorkville, Kendall County, Illinois, and as such voters, we do hereby petition you to cause that the following question be submitted to the voters of said City: "Shall the City Council of United City of Yorkville, Kendall County, Illinois, be authorized to borrow a Water Infrastructure Finance and Innovation Act loan ("*WIFIA Loan*") from the United States Environmental Protection Agency in an aggregate amount not to exceed $225,000,000 to provide funds for the enhancement of the City's water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water, as provided for by the Ordinance adopted by the City Council of said City on the 23rd day of September, 2025, with the revenue sources to be used to pay the principal of and interest on said WIFIA Loan to be (i) the net revenues derived from the operation of the City's water delivery system, (ii) all collections of any non-home rule "places for eating" sales tax imposed by the City and deposited into the City's Water Fund, and (iii) certain moneys on deposit from time to time in the funds and accounts held within the City's Water Fund, unless said revenue sources are insufficient to pay said WIFIA Loan, in which case ad valorem property taxes levied upon all taxable property in said City without limitation as to rate or amount are authorized to be extended for such purpose?"; and we do hereby further request that the City Clerk certify said proposition to the County Clerk of The County of Kendall, Illinois, for submission to said City voters at the election to be held on the 3rd day of November, 2026:

SIGNATURE	STREET ADDRESS OR RURAL ROUTE NUMBER	CITY, CITY OR TOWN	COUNTY
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), Yorkville, Kendall County, Illinois, that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said City and that their respective residences are correctly stated therein.

_____

Signed and sworn to before me this
_____ day of _____, 2025.

_____
Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

NO PETITION CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the *"City"*), and as such official I do further certify that pursuant to an Ordinance entitled:

> AN ORDINANCE authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $225,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system,

duly adopted by the City Council of the City (the *"City Council"*) on the 23rd day of September, 2025, notice of authorization of the City to borrow an Alternate Revenue WIFIA Loan in an aggregate amount not to exceed $225,000,000 was published on the ___ day of _____, 2025, in the *Beacon-News,* the same being a newspaper of general circulation in the City, and was not posted electronically on the City's World Wide Web pages.

I do further certify that no petition has ever been filed in my office as City Clerk or has ever been presented to me as such official requesting that the proposition to borrow said Alternate Revenue WIFIA Loan be submitted to the voters of the City, but that I provided a petition form regarding the same to every individual requesting one.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ___ day of _____, 2025.

_____
City Clerk

Exhibit B

ORDER calling a public hearing concerning the intent of the City Council of the United City of Yorkville, Kendall County, Illinois, to borrow a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $225,000,000 from the United States Environmental Protection Agency.

* * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the *"City"*), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of Illinois Municipal Code, as amended, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended (the *"Debt Reform Act"*); and

WHEREAS, the City Council of the City (the *"City Council"*) intends to borrow from the United States Environmental Protection Agency a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $225,000,000 (the "*WIFIA Loan*") for the purpose of providing funds for the enhancement of the City's water delivery system (the "*System*"), including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water; and

WHEREAS, the Bond Issue Notification Act of the State of Illinois, as amended, requires the City Council to hold a public hearing concerning the City Council's intent to borrow the WIFIA Loan before adopting an ordinance providing for such borrowing and further requires that the governing body or the presiding officer of the governing body set the date, time, and location of such public hearing:

NOW, THEREFORE, Be It and It Is Hereby Ordered by the Mayor of the United City of Yorkville, Kendall County, Illinois, as follows:

1. **Public Hearing**. I hereby call a public hearing to be held at 7:00 o'clock P.M. on the 14th day of October, 2025, in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, concerning the City Council's intent to borrow the WIFIA Loan and to receive public comments regarding the proposal to borrow the WIFIA Loan (the *"Hearing"*).

2. **Notice**. I hereby direct the City Clerk (the *"City Clerk"*) to (i) publish notice of the Hearing at least once in the *Beacon-News*, the same being a newspaper of general circulation in the City, not less than seven (7) nor more than thirty (30) days before the date of the Hearing and (ii) post at least 48 hours before the Hearing a copy of said notice at the principal office of the City Council.

3. **Form of Notice**. Notice of the Hearing shall appear above the name of the City Clerk and shall be in substantially the following form:

NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS TO BORROW A WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT LOAN IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $225,000,000 FROM THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

PUBLIC NOTICE IS HEREBY GIVEN that the United City of Yorkville, Kendall County, Illinois (the *"City"*), will hold a public hearing on the 14th day of October, 2025, at 7:00 o'clock P.M. The hearing will be held in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois. The purpose of the hearing will be to receive public comments on the proposal to borrow a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $225,000,000 from the United States Environmental Protection Agency for the purpose of providing funds for the enhancement of the City's water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the City's water delivery system, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water.

The City allows remote attendance to the public hearing. Public comments on such proposal may be emailed to jbehland@yorkville.il.us. The City publishes a remote participation meeting link for every City meeting at https://www.yorkville.il.us/520/Agendas-Minutes-Packets. Each meeting generally has a phone number for audio call-in, or a video meeting link. Residents who attend the meeting via phone or computer through the methods above, may speak during the public hearing.

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

DATED the 23rd day of September, 2025.

Jori Behland
City Clerk
United City of Yorkville, Kendall County, Illinois

4. **Hearing Requirements**. At the Hearing, the City Council shall explain the reasons for the proposed WIFIA Loan and permit persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits. The City Council shall not adopt an ordinance approving the WIFIA Loan for a period of seven (7) days after the final adjournment of the Hearing.

ORDERED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, the 23rd day of September, 2025.

_____

MAYOR

Exhibit C

9/17/2025

WIFIA Loan Eligible Costs Summary

United City of Yorkville, IL

General Project Information	Current Estimate/Actual Cost	
Project Component Name	Total Cost	Cost Notes
WM08: 2024 Water Main Replacement (*Added in)	**$5,429,542.52**	YO2314, 2024 WM Contract A: Total Engineering = $389,902.81 Construction Contract = $2,062,156.31 YO2314, 2024 WM Contract B: Total Engineering = $403,671.00 Construction Contract = $2,573,812.40
WM09: 2025 Water Main Replacement	**$5,667,283.79**	Design Engineering = $318,720.00 Construction Engineering = 441,516.00 Construction Contract = $4,375,774.55 IEPA Loan Construction Contingency (3%) = $131,273.24 Includes $400,000 for sidewalk and roadway work (excluded from IEPA loan construction contingency)
WM10: 2026 Water Main Replacement	**$5,390,000.00**	Estimate from FY26-FY30 CIP - amount is what was submitted for IEPA Funding Nomination Form with additional 10% construction contingency added
WM11: 2027 Water Main Replacement	**$2,710,000.00**	Estimate from FY26-FY30 CIP, additional 10% construction contingency added
WM12: 2028 Water Main Replacement	**$2,315,000.00**	Estimate from FY26-FY30 CIP, additional 10% construction contingency added
LM07: DWC Transmission Main	**$163,189,643.24**	Estimated YO Share (40.22%) of Baseline (48") Pipe Size, per DWC Cost Comparison Summary Update, 9-8-2025 and including all engineering, land acq., etc. costs by DWC
LM09: North Receiving Station	**$7,677,455.00**	Design Engineering = $279,368.00 Construction Engineering = $407,992.00 Construction Contract = $6,786,500.00 IEPA Loan Construction Contingency (3%) = $203,595.00
LM10: NW Elevated Water Storage Tank (2.0 MG)	**$10,951,928.79**	Design Engineering = $258,234.00 Construction Engineering = $395,405.00 Construction Contract = $9,998,339.60 IEPA Loan Construction Contingency (3%) = $299,950.19
LM11: South Receiving Station	**$8,805,889.00**	Design Engineering = $269,743.00 Est. Construction Engineering = $360,013.00 Construction Est. = $8,176,133.00
LM12: South Receiving Station Standpipe (1.5 MG)	**$7,192,177.60**	Design Engineering = $219,034.00 Construction Engineering = $394,744.00 Anticipated Construction Contract = $6,578,399.60
LM13: Rt 126 Water Main Improvements	**$3,632,034.00**	Design Engineering = $219,034.00 Est. Const. Engineering from current CIP= $283,000.00 Est. Const. from FY26-FY30 CIP = $3,130,000.00 (similar to current EOPC w/ 10% contingency, rounded up)
LM16: Water Treatment Plant Decommissioning	**$1,452,650.00**	Estimate from FY26-FY30 CIP, additional cost escalation and contingency added assuming worst case for decommissioning/equipment and material disposal
	$224,413,603.94	
	$179,530,883.15	80% WIFIA Share
	$44,882,720.79	20% Yorkville Share

Exhibit D

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

ORDINANCE NO. 2024-17

AN ORDINANCE authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $160,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system.

Adopted by the City Council on the
14th day of May, 2024

MINUTES of a regular public meeting of the City Council of the United City of Yorkville, Kendall County, Illinois, held in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, at 7 o'clock P.M., on the 14th day of May, 2024.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, John Purcell, the City Mayor, and the following Aldermen were physically present at said location: Koch, Transier, Plocher, Soling, Funkhouser, Marek, Tarulis, and Corneils.

The following Aldermen were allowed by a majority of the Aldermen of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: None.

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: None.

The Mayor announced that, in view of the need to provide funds for the enhancement of the City's water delivery system, the City Council would consider the adoption of an ordinance authorizing the borrowing of a loan payable solely from the revenue derived from the operation of the System or, in lieu thereof, payable from other revenue sources pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, and directing the publication of a notice setting forth the determination of the City Council to borrow such funds.

Whereupon Mayor Purcell presented and read by title an Ordinance as follows, a copy of which was provided to each Alderman prior to said meeting and to everyone in attendance at said meeting who requested a copy:

ORDINANCE 2024-17

AN ORDINANCE authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $160,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system.

* * * * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the *"City"*), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of Illinois Municipal Code, as amended (the "*Code*"), and all laws amendatory thereof and supplementary thereto, including without limitation the Local Government Debt Reform Act of the State of Illinois, as amended (the *"Debt Reform Act"*); and

WHEREAS, the City has owned and operated a municipally-owned water supply system (the "*System*") under and pursuant to the provisions of Division 129 of Article 11 of the Code; and

WHEREAS, the Mayor and the City Council of the City (the "*City Council*") have determined that it is advisable, necessary and in the best interests of the public health, safety, welfare and convenience of the City to enhance the System by replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and by constructing a new water supply line and connection to the DuPage Water Commission for a new source of water (collectively, the "*Project*"), all in accordance with the preliminary plans and estimates of costs therefor heretofore presented to the City Council and

WHEREAS, the estimated costs of the Project, including, without limitation, legal, financial and other related banking fees and other expenses, does not exceed $160,000,000, but the City does not currently have sufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, pursuant to Article 8 and Article 11 of the Code, the City is authorized to issue its water revenue bonds payable solely from the revenue derived from the operation of the System to pay the costs of the Project, subject to right of backdoor petition for referendum; and

WHEREAS, pursuant to the provisions of Section 15 of the Debt Reform Act, whenever the City has been authorized under applicable law (as defined in the Debt Reform Act) to issue revenue bonds under the Code, the City may issue its general obligation alternate bonds (as defined in the Debt Reform Act) in lieu of such revenue bonds; and

WHEREAS, the Debt Reform Act defines a bond as any instrument evidencing the obligation to pay money authorized or issued by or on behalf of a governmental unit under applicable law, including without limitation, bonds, notes, installment or financing contracts, leases, certificates, tax anticipation warrants or notes, vouchers, and any other evidences of indebtedness; and

WHEREAS, the City has applied to the United States Environmental Protection Agency (the "*EPA*") for a Water Infrastructure Finance and Innovation Act loan (the "*WIFIA Loan*") to finance the costs of the Project; and

WHEREAS, it is necessary and for the best interests of the City that the Project be undertaken, and, in order to finance the cost thereof, it will be necessary for the City to borrow from the EPA the WIFIA Loan in an aggregate amount not to exceed $160,000,000 and (a) payable from the revenue derived from the operation of the System (a "*Revenue-Backed WIFIA Loan*"), or (b) in lieu thereof, payable from (i) the net revenues derived from the operation of the System, (ii) all collections of any non-home rule "places for eating" sales tax imposed by the City and deposited

into the City's Water Fund (the "*Water Fund*"), and (iii) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund (collectively, the "*Pledged Revenues*"), as authorized to be borrowed at this time pursuant to the Debt Reform Act (an "*Alternate Revenue WIFIA Loan*"); and

WHEREAS, as provided in the Debt Reform Act, if the Pledged Revenues are insufficient to pay the principal and interest on the Alternate Revenue WIFIA Loan, ad valorem property taxes levied upon all taxable property in the City without limitation as to rate or amount are authorized to be extended and collected to pay the principal of and interest on the Alternate Revenue WIFIA Loan; and

WHEREAS, the costs of the Project are expected to be paid for from the proceeds of the Alternate Revenue WIFIA Loan which is authorized to be borrowed as an alternate bond pursuant to the Debt Reform Act, subject to the right of backdoor petition for referendum; and

WHEREAS, pursuant to and in accordance with the provisions of Section 15 of the Debt Reform Act, and in lieu of the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan, the City is authorized to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan in an aggregate principal amount not to exceed $160,000,000 for the purpose of providing funds to pay the costs of the Project; and

WHEREAS, before the City can borrow the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan for said purpose, Division 129 of Article 11 of the Code and Section 15 of the Debt Reform Act require that the City Council must first adopt an Ordinance authorizing the borrowing of the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan for said purpose and directing that notice of such authorization be published as provided by law.

NOW, THEREFORE, Be It and It Is Hereby Ordained by the City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. **Incorporation of Preambles**. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. **Determination to Borrow the WIFIA Loan**. It is necessary and in the best interests of the public health, safety, welfare and convenience of the City to undertake the Project in accordance with the estimate of costs as hereinabove described, and that for such purpose the WIFIA Loan is hereby authorized to be borrowed from the EPA as a Revenue-Backed WIFIA Loan in an aggregate principal amount not to exceed $160,000,000 or, in lieu thereof, as an Alternate Revenue WIFIA Loan in an aggregate principal amount not to exceed $160,000,000. The borrowing of the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan shall be subject to the right of backdoor petition for referendum as set forth herein and the adoption of an ordinance setting forth the terms for the borrowing thereof.

Section 3. **Publication**. This Ordinance, together with a notice in the statutory form as set forth herein in Section 4 (the "*Notice*"), shall be published at least once within ten (10) days after passage hereof by the City Council in the *Beacon-News,* the same being a newspaper of general circulation in the City, and if no petition, signed by not less than 1,572 registered voters of the City (being the number of registered voters equal to ten percent (10%) of the registered voters of the City), asking that the question of the Project, as provided in this Ordinance, and the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan therefor be submitted to the electors of this City is filed with the City Clerk within thirty (30) days after the date of the publication of this Ordinance and the Notice, then the City shall be authorized to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan. If such petition is filed with the City Clerk within

thirty (30) days after the date of publication of this Ordinance and the Notice, an election on the proposition to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan shall be held on the 5th day of November, 2024 (being the next election held in accordance with the general election law of the State of Illinois). The City Clerk shall make a petition form available to anyone requesting one.

If no petition, signed by not less than 1,179 registered voters of the City (being the number of registered voters equal to the greater of (a) seven and one-half percent (7.5%) of the registered voters of the City, or (b) the lesser of (i) fifteen percent (15%) of the registered voters of the City, or (ii) 200 registered voters), asking that the borrowing of the WIFIA Loan as an Alternate Revenue WIFIA Loan be submitted to referendum, is filed with the City Clerk within thirty (30) days after the date of the publication of this Ordinance and the Notice, then the City shall be authorized to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this Ordinance and the Notice, an election on the proposition to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan shall be held on the 5th day of November, 2024 (being the next election held in accordance with the general election law of the State of Illinois). The City Clerk shall make a petition form available to anyone requesting one.

It is expressly provided that in the event there shall be filed with the City Clerk in a timely manner a petition, asking that the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan be submitted to a referendum, the WIFIA Loan shall not be authorized to be borrowed as an Alternate Revenue WIFIA Loan until such time as the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan shall have been submitted to the electors of the City and a majority of votes cast on such question shall have been in favor thereof.

Section 4. **Form of Notice**. The notice of the intention to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan or, in lieu thereof, as an Alternate Revenue WIFIA Loan shall be in substantially the following form:

NOTICE OF INTENT OF
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
TO BORROW A WIFIA LOAN AS A $160,000,000 REVENUE-BACKED WIFIA LOAN
OR, IN LIEU THEREOF, AS AN $160,000,000 ALTERNATE REVENUE WIFIA LOAN
AND RIGHT TO FILE PETITION

PUBLIC NOTICE is hereby given that pursuant to an Ordinance (the "*Ordinance*") adopted on the 14th day of May, 2024 by the City Council (the *"City Council"*) of the United City of Yorkville, Kendall County, Illinois (the *"City"*), the City intends to borrow a Water Infrastructure Finance and Innovation Act loan (a "*WIFIA Loan*") from the United States Environmental Protection Agency, payable solely from the revenue derived from the operation of the City's water delivery system (the "*System*"), in an aggregate amount of not to exceed $160,000,000 and bearing interest per annum at a rate not to exceed the maximum rate authorized by law at the time such WIFIA Loan is borrowed (a "*Revenue-Backed WIFIA Loan*") or, in lieu thereof, a general obligation alternate revenue WIFIA Loan in an aggregate amount of not to exceed $160,000,000 (the "*Alternate Revenue WIFIA Loan*"), for the purpose of providing funds for the enhancement of the City's water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water.

The revenue sources for the payment of an Alternate Revenue WIFIA Loan will be (i) the net revenues derived from the operation of the System, (ii) all collections of any non-home rule "places for eating" sales tax imposed by the City and deposited into the City's Water Fund, and (iii) certain moneys on deposit from time to time in the funds and accounts held within the City's Water Fund. If these revenue sources are insufficient to pay an Alternate Revenue WIFIA Loan, the City will also levy ad valorem property taxes upon all taxable property in the City without limitation as to rate or amount to pay the principal of and interest on such Alternate Revenue WIFIA Loan. This notice is incorporated into the Ordinance.

Notice is hereby further given that a petition may be filed with the City Clerk (the *"City Clerk"*) within thirty (30) days after the date of publication of the Ordinance and this notice, signed by not less than 1,572 registered voters of the City (being the number of registered voters equal to ten percent (10%) of the registered voters of the City) asking that the question of the Project, as provided in the Ordinance, and the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan be submitted to the voters of the City. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this notice, an election on the proposition to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan shall be held on the 5th day of November, 2024. Forms of petitions for such purposes are available to any individual requesting one from the office of the City Clerk.

The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the City shall thereafter be authorized to borrow the WIFIA Loan as a Revenue-Backed WIFIA Loan for the purpose hereinabove provided.

Notice is further hereby further given that a petition may be filed with the City Clerk within thirty (30) days after the date of publication of the Ordinance and this notice, signed by not less

than 1,179 registered voters of the City (being the number of registered voters equal to the greater of (a) seven and one-half percent (7.5%) of the registered voters of the City, or (b) the lesser of (i) fifteen percent (15%) of the registered voters of the City, or (ii) 200 registered voters) asking that the borrowing of the WIFIA Loan as an Alternate Revenue WIFIA Loan be submitted to the voters of the City. If such petition is filed with the City Clerk within thirty (30) days after the date of publication of this notice, an election on the proposition to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan shall be held on the 5th day of November, 2024. Forms of petitions for such purposes are available to any individual requesting one from the office of the City Clerk.

The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the City shall thereafter be authorized to borrow the WIFIA Loan as an Alternate Revenue WIFIA Loan for the purpose hereinabove provided.

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

DATED this 14th day of May, 2024.

Jori Behland
City Clerk
United City of Yorkville, Kendall County,
Illinois

Note to Publisher: Please be certain that this notice appears over the name of the City Clerk.

Section 5. **Additional Ordinances**. If no petition with respect to the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan or, in lieu thereof, as an Alternate Revenue WIFIA Loan and meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the City Council may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan or, in lieu thereof, as an Alternate Revenue WIFIA Loan and prescribing all the details of the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan, so long as the maximum amount of the Revenue-Backed WIFIA Loan or, in lieu thereof, the Alternate Revenue WIFIA Loan as set forth in this Ordinance is not exceeded and there is no material change in the Project described herein. Such additional ordinances or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the borrowing of the WIFIA Loan as a Revenue-Backed WIFIA Loan or, in lieu thereof, as an Alternate Revenue WIFIA Loan under applicable law.

Section 6. **Severability**. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

(This space is intentionally blank)

Section 7. **Repealer and Effective Date**. All Ordinances and parts of Ordinances in conflict herewith be and the same are hereby repealed and that this Ordinance be in full force and effect forthwith upon its adoption.

ADOPTED by the City Council on the 14th day of May, 2024, pursuant to a roll call vote as follows:

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, the 14th day of May, 2024.

MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois, the 14th day of May, 2024.

CITY CLERK

Alderman Tarulis moved and Alderman Corneils seconded the motion that said Ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, the Mayor directed the City Clerk to call the roll for a vote upon the motion to adopt said Ordinance.

Upon the roll being called, the following Aldermen voted AYE: Plocher, Funkhouser, Tarulis, Transier, Soling, Marek, Corneils, and Koch.

The following Aldermen voted NAY: None.

Whereupon the Mayor declared the motion carried and said Ordinance adopted, and in open meeting approved and signed said Ordinance and directed the City Clerk to record the same in full in the records of the City Council of the United City of Yorkville, Kendall County, Illinois, which was done.

Other business not pertinent to the adoption of said Ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the *"City"*), and that as such official I am the keeper of the records and files of the City and of the City Council thereof (the *"City Council"*).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 14th day of May, 2024, insofar as same relates to the adoption of Ordinance No. 2024-17 entitled:

> AN ORDINANCE authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $160,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system,

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 96 hours in advance of the holding of said meeting and on a day that was not a Saturday, Sunday or legal holiday in the State of Illinois, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A,* that said meeting was called and held in strict compliance with the provisions of the Public Code of the State of Illinois, as amended, the Open Meetings Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended, and that the City Council has complied with all of the provisions of said Acts and with all of the procedural rules of the City Council in the conduct of said meeting and in the adoption of said Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of May, 2024.

(SEAL)

City Clerk, United City of Yorkville, Kendall County, Illinois

[Attach Agenda as Exhibit A]

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

PETITION –REVENUE-BACKED WIFIA LOAN

We, the undersigned, do hereby certify that we are registered voters of United City of Yorkville, Kendall County, Illinois, and as such voters, we do hereby petition you to cause that the following question be submitted to the voters of said City: "Shall the City Council of United City of Yorkville, Kendall County, Illinois, be authorized to borrow a Water Infrastructure Finance and Innovation Act loan ("*WIFIA Loan*") from the United States Environmental Protection Agency in an aggregate amount not to exceed $160,000,000 to provide funds for the enhancement of the City's water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water, as provided for by the Ordinance adopted by the City Council of said City on the 14th day of May, 2024, with the revenue sources to be used to pay the principal of and interest on said WIFIA Loan to be the revenues of the City's water delivery system?"; and we do hereby further request that the City Clerk certify said proposition to the County Clerk of The County of Kendall, Illinois, for submission to said City voters at the election to be held on the 5th day of November, 2024:

SIGNATURE	STREET ADDRESS OR RURAL ROUTE NUMBER	CITY, CITY OR TOWN	COUNTY
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), Yorkville, Kendall County, Illinois, that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said

petition registered voters of said City and that their respective residences are correctly stated therein.

_____

Signed and sworn to before me this
_____ day of _____, 2024.

_____
Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

NO PETITION CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the *"City"*), and as such official I do further certify that pursuant to an Ordinance entitled:

> AN ORDINANCE authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $160,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system,

duly adopted by the City Council of the City (the *"City Council"*) on the 14th day of May, 2024, notice of authorization of the City to borrow a Revenue-Backed WIFIA Loan in an aggregate amount not to exceed $160,000,000 was published on the 17th day of May, 2024, in the *Beacon-News,* the same being a newspaper of general circulation in the City, and was not posted electronically on the City's World Wide Web pages.

I do further certify that no petition has ever been filed in my office as City Clerk or has ever been presented to me as such official requesting that the proposition to borrow said Revenue-Backed WIFIA Loan be submitted to the voters of the City, but that I provided a petition form regarding the same to every individual requesting one.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 1ST day of July, 2024.

Jennifer Bernard
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

PETITION – ALTERNATE REVENUE WIFIA LOAN

We, the undersigned, do hereby certify that we are registered voters of United City of Yorkville, Kendall County, Illinois, and as such voters, we do hereby petition you to cause that the following question be submitted to the voters of said City: "Shall the City Council of United City of Yorkville, Kendall County, Illinois, be authorized to borrow a Water Infrastructure Finance and Innovation Act loan ("*WIFIA Loan*") from the United States Environmental Protection Agency in an aggregate amount not to exceed $160,000,000 to provide funds for the enhancement of the City's water delivery system, including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water, as provided for by the Ordinance adopted by the City Council of said City on the 14th day of May, 2024, with the revenue sources to be used to pay the principal of and interest on said WIFIA Loan to be (i) the net revenues derived from the operation of the City's water delivery system, (ii) all collections of any non-home rule "places for eating" sales tax imposed by the City and deposited into the City's Water Fund, and (iii) certain moneys on deposit from time to time in the funds and accounts held within the City's Water Fund, unless said revenue sources are insufficient to pay said WIFIA Loan, in which case ad valorem property taxes levied upon all taxable property in said City without limitation as to rate or amount are authorized to be extended for such purpose?"; and we do hereby further request that the City Clerk certify said proposition to the County Clerk of The County of Kendall, Illinois, for submission to said City voters at the election to be held on the 5th day of November, 2024:

SIGNATURE	STREET ADDRESS OR RURAL ROUTE NUMBER	CITY, CITY OR TOWN	COUNTY
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois
_____	_____,	Yorkville,	Kendall County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), Yorkville, Kendall County, Illinois, that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said City and that their respective residences are correctly stated therein.

_____

Signed and sworn to before me this
_____ day of _____, 2024.

_____
Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

NO PETITION CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the *"City"*), and as such official I do further certify that pursuant to an Ordinance entitled:

> AN ORDINANCE authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $160,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system,

duly adopted by the City Council of the City (the *"City Council"*) on the 14th day of May, 2024, notice of authorization of the City to borrow an Alternate Revenue WIFIA Loan in an aggregate amount not to exceed $160,000,000 was published on the 17th day of May, 2024, in the *Beacon-News,* the same being a newspaper of general circulation in the City, and was not posted electronically on the City's World Wide Web pages.

I do further certify that no petition has ever been filed in my office as City Clerk or has ever been presented to me as such official requesting that the proposition to borrow said Alternate Revenue WIFIA Loan be submitted to the voters of the City, but that I provided a petition form regarding the same to every individual requesting one.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 1st day of July, 2024.

Jori Bernard
City Clerk

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

AGENDA
CITY COUNCIL MEETING
Tuesday, May 14, 2024
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	WARD II	WARD III	WARD IV
Ken Koch	Arden Joe Plocher	Chris Funkhouser	Seaver Tarulis
Dan Transier	Craig Soling	Matt Marek	Rusty Corneils

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

1. Kelaka, LLC – Annexation
2. Hagemann – Annexation
3. Blackberry Oaks – Annexation

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – April 23, 2024
2. Bill Payments for Approval
   - $ 691,670.11 (vendors – FY 24)
   - $ 172,644.62 (vendors – FY 25)
   - $ 159,263.43 (wire payments)
   - $ 375,552.13 (payroll period ending 04/26/24)
   - $ 1,399,130.29 (total)

Mayor's Report:

1. CC 2024-34 Resolution Authorizing the Execution of an Intergovernmental Agreement Providing for the Sharing of Costs and Funding for the Construction of Facilities to Transport Lake Michigan Water to the Village of Oswego, Kendall and Will Counties, Illinois, The United City of Yorkville, Kendall County, Illinois, and the Village of Montgomery, Kane and Kendall Counties, Illinois

Mayor's Report (cont'd):

2. CC 2024-35 Ordinance Amending Title 3, Chapter 3 of the Code of Ordinances Creating a New Liquor License Class and Fee (Water Parks)
3. CC 2024-36 Resolution Approving an Agreement for Land Acquisition Consulting Services with Mathewson Right of Way Company
4. CC 2024-37 Ordinance Approving a Lease Agreement for Certain Real Estate in the United City of Yorkville, Kendall County, Illinois (We are Called to Care)
5. CC 2024-38 Resolution Authorizing Participation in Progressive Energy Group (PEG) and Authorizing the Finance Director to Approve a Contract With the Lowest Cost Electricity Provider by Rate Classification for a Period Up To 48 Months
6. CC 2024-39 2024 Bond – Municipal Advisor and Bond Council Engagement Letters
7. CC 2024-40 Ordinance authorizing the issuance of water revenue bonds or, in lieu thereof, general obligation alternate revenue bonds, of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed $25,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system.
8. CC 2024-41 Ordinance authorizing the borrowing by the United City of Yorkville, Kendall County, Illinois of a Water Infrastructure Finance and Innovation Act loan in an aggregate principal amount of not to exceed $160,000,000 from the United States Environmental Protection Agency, pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of enhancing the City's water delivery system.
9. CC 2024-42 Ordinance authorizing the issuance of general obligation alternate revenue bonds of the United City of Yorkville, Kendall County, Illinois in an aggregate principal amount not to exceed $40,000,000 pursuant to Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, for the purpose of paying the costs of the acquisition of one or more parcels of real property and the construction of a new public works facility on any portion thereof.
10. CC 2024-43 Ordinance Authorizing the Acquisition of Certain Easements for the Construction of Water Mains

Public Works Committee Report:

Economic Development Committee Report:

1. EDC 2024-30 East Village of Westbury
    a. Ordinance Repealing a Planned Unit Development Agreement for the East Village of Westbury
    b. Ordinance Approving a Memorandum of Understanding Regarding the East Village of Westbury

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

1. PZC 2024-05 & EDC 2024-19 Corneils Solar Farm
    a. Ordinance Annexing Certain Territory Generally Located Immediately North of Corneils Road, East of Beecher Road, and West of IL State Route 47 (Corneils Road Solar, LLC – Solar Farm)
    b. Ordinance Approving a Special Use for a Solar Farm with Freestanding Solar Energy Systems (Corneils Road Solar)
    c. Ordinance Approving the Rezoning to the A-1 Agricultural Zoning District of Certain Territory Generally Located Immediately North of Corneils Road, East of Beecher Road, and West of IL State Route 47 (Corneils Road Solar, LLC –Solar Farm)
2. PZC 2024-09 & EDC 2024-32 Kendall County Petition 24-04 – 1.5 Mile Review (1520 Cannonball Trail)
3. PZC 2024-10 & EDC 2024-33 Kendall County Petition 24-05 – 1.5 Mile Review (7709 and 7731 Bentgrass Circle – Lots 223 and 224 of Whitetail Ridge)
4. PZC 2024-11 & EDC 2024-34 Kendall County Petition 24-06 – 1.5 Mile Review (7789 Route 47)
5. PZC 2024-13 Ordinance Approving an Amendment to the Yorkville Unified Development Ordinance Regarding Park and Recreation and School Site Dedication (Land Cash)

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

11. CC 2021-04 City Buildings Updates
12. CC 2021-38 Water Study Update

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: May 15, 2024 – 6:00 p.m. – East Conference Room #337

Committee		Departments	Liaisons
Chairman:	Alderman Marek	Finance	Library
Vice-Chairman:	Alderman Plocher	Administration	
Committee:	Alderman Koch		
Committee:	Alderman Corneils		

ECONOMIC DEVELOPMENT: June 4, 2024 – 6:00 p.m. – East Conference Room #337

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

PUBLIC SAFETY: July 11, 2024 – 6:00 p.m. – East Conference Room #337

Committee		Departments	Liaisons
Chairman:	Alderman Transier	Police	School District
Vice-Chairman:	Alderman Tarulis		
Committee:	Alderman Soling		
Committee:	Alderman Funkhouser		

PUBLIC WORKS: May 21, 2024 – 6:00 p.m. – East Conference Room #337

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

Reviewed By:	
Legal	■
Finance	□
Engineer	■
City Administrator	■
Community Development	■
Purchasing	□
Police	□
Public Works	■
Parks and Recreation	□

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2025-72

Agenda Item Summary Memo

Title: Wheaton Woods Hazardous Tree and Debris Removal Proposal

Meeting and Date: City Council – September 23, 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: Tim Evans (Name) Parks and Recreation (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/320/City-Council

Memorandum

To: City Council
From: Tim Evans, Director of Parks and Recreation
CC: Scott Sleezer, Superintendent of Parks
Date: September 16, 2025
Subject: Wheaton Woods Hazardous Tree & Debris Removal Proposal

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Subject

Wheaton Woods Hazardous Tree & Debris Removal Proposal

Background

As part of the Parks & Recreation fiscal year operational budget, the City designated $50,000 for P&R staff to contract out the removal of dead, dying and/or hazardous trees plus to remove and mow debris and underbrush from the Wheaton Woods Park. The $50,000 was placed within the Parks outside repair and maintenance expense line item. A budget attached.

Wheaton Woods Park is located at 205 Boombah Boulevard, within the northside industrial park and near Caledonia Park and the new Parks/Public Works facility. The park is a natural, trail-designed park with a picnic area and shelter.

Over the past twenty (20) years, staff has maintained the woods to keep it safe for park users but several large trees have been in decline for years and are becoming hazards to those using the park. These large dead, dying and hazardous trees with broken branches that need to be removed are beyond staff's ability to remove safely. Plus, such removal will require equipment the P&R department does not own.

Staff checked with the DuPage County Forest Preserve District to see with whom they contract to handle large tree removal. The Forest Preserve informed staff that they use Homer Tree Service. Homer Tree Service is a large tree removal company that has all the necessary equipment to handle this type of work, plus they work with another local government organization (the Forest Preserve) on the type of work P&R needs completed at Wheaton Woods.

Staff meet with Homer Tree Service to discuss the work that needs to be completed, walking the woods while discussing options on what could be completed within the $50,000 budgeted amount. A quote is attached.

As part of the attached quote, following is the scope of work to be completed:

a) Mow the underbrush around the perimeter. This will eliminate the overgrowth and open up access to actually perform the necessary tree work.
b) Remove dead/dying hazardous trees.
c) Remove and thin out trees throughout the park.
d) Remove existing brush piles and downed trees.

Recommendation

Staff seeks City Council approval on the Wheaton Woods Park Proposal with Homer Tree Service in the amount not to exceed $50,000.

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, AUTHORIZING A CONTRACT FOR THE REMOVAL OF HAZARDOUS TREES AND DEBRIS AT WHEATON WOODS PARK IN AN AMOUNT NOT TO EXCEED $50,000

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

WHEREAS, the City's Code of Ordinances provides that the City may approve contracts for supplies and equipment in excess of $25,000 that have not been competitively bid by a two-thirds affirmative vote of the City Council; and

WHEREAS, the City's Parks Department maintains Wheaton Woods Park (the "*Park*"), a park site that is a natural, trail-designed park with a picnic area and shelter; and

WHEREAS, some older, large trees at the Park have declined in health in recent years, and pose a potential hazard to park users; and

WHEREAS, the City's parks department staff does not have the equipment to safely remove these large, dying and hazardous trees; and

WHEREAS, the City received a quote from Homer Tree Service to provide the needed tree removal and cleanup for an amount of $50,000 (the "*Quote*"); and

WHEREAS, Homer Tree Service is one of very few companies that offer tree removal services at the scale the City needs for the Park; and

WHEREAS, pursuant to the terms of the Quote, Homer Tree Service would clear the underbrush around the hazardous trees, remove the hazardous trees, and remove and thin out various trees and existing brush piles and downed trees around the park; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the health and safety of the City and its residents to waive the competitive bidding requirement and to authorize and approve the contract with Homer Tree Service in accordance with the provisions of the Quote.

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

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

Section 2. The Corporate Authorities hereby waive the bidding requirements, pursuant to the City's Code of Ordinances, and the City Administrator is hereby authorized and directed to

proceed with the contract with Homer Tree Service, Inc., of Lockport, Illinois, of for tree removal service in an amount not to exceed $50,000, as described in the Quote.

Section 3. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

CITY CLERK

June 24, 2025

Yorkville Parks & Rec
Attn: Scott Sleezer

WHEATON WOOD PARK – YORKVILLE, IL – BUGDET PROPOSAL

Please find below our bid proposal for tree work to be performed at the above referenced project.

Scope of Work:
Mow brush and weeds within the perimeter of Wheaton Woods Park as discussed at onsite meeting 6/17/25.

- Remove dead hazard trees throughout the perimeter of the mowed area, to include various types and species of trees to open area of congestion and overgrowth.
- These tree removals will be cut low near ground (no stump removal)
- Remove existing piles of tree debris throughout park.
- Trees to be removed/thinned will be determined at a walk through if and when project is completed.
- Work is expected to take approximately one (1) week for completion.

Debris Removal:
Wood chips generated by the tree chipping process and logs will be removed from the site. Brush clipping to remain.

Stump Removal:
NA – no stump grinding.

Mobilization:
Property lines and clearing limits must be marked prior to our mobilization. Project site must have equipment access to clearing areas with no parked cars near removal areas. **Price includes one mobilization. If trees are to be felled prior to March 31 Annual Endangered Bat Deadline then NTP is required prior to February 15th of the given year in order to guarantee completion by deadline.**

Terms & Conditions:
Terms: net 30: zero % retention. Pricing is valid for 90 days and is based on current fuel rates.

Ownership:
The client warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained from the owner. Homer Tree Service, Inc. is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission.

Additional Work:
Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown condition not apparent in estimating the work specified, shall be paid for by the client.

Exclusions:
Price does not include replacement trees, root raking, minority/female labor participation, PLA participation, restoration, stump backfill, traffic control, debris removal, herbicide, permits or flaggers.

BUDGET PROPOSAL ----------$50,000.00

This Agreement constitutes the complete and final agreement and understanding among the parties relating to the subject matter hereof, and supersedes all prior proposals, negotiations, assertions, affirmations, promises, agreements and understandings relating to such subject matter. No provision of this Agreement or any instrument executed pursuant to this Agreement may be modified or waived except by an instrument in writing executed by the party against whom such modification or waiver is sought. Waiver of any provision of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. This Agreement shall be binding upon the permitted successors and assigns of each Party.

Please sign and fax back to our office as your acceptance of the above proposal and terms. We look forward to working with you on this project.

Homer Tree Service, Inc. _____

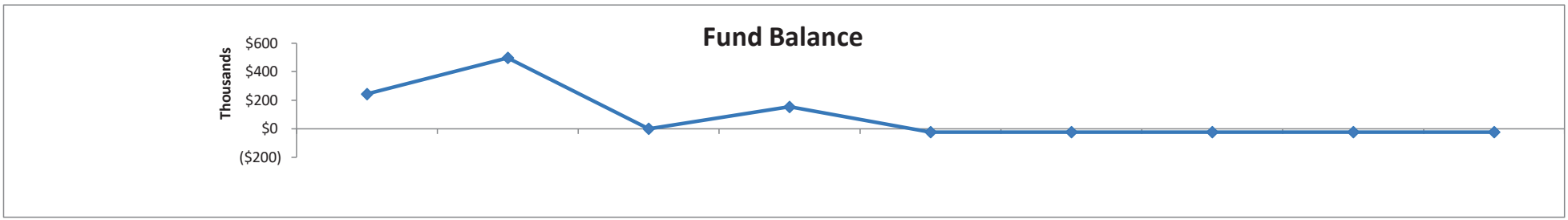
Accepted By: _____

Estimate provided by: Scott Reposh
16464 W. 143rd Street Lockport, IL 60441 Phone: 815-512-7017 Fax: 815-838-6027

Parks and Recreation Fund (79)

This fund accounts for the daily operations of the Parks and Recreation Department. Programs, classes, special events and maintenance of City wide park land and public facilities make up the day to day operations. Programs and classes consist of a wide variety of options serving children through senior citizens. Special events range from Music Under the Stars to Home Town Days. City wide maintenance consists of over two hundred acres at more than fifty sites including buildings, boulevards, parks, utility locations and natural areas.

	FY 2023 Actual	FY 2024 Actual	FY 2025 Adopted Budget	FY 2025 Projected	FY 2026 Adopted Budget	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
Revenues									
Charges for Service	695,128	781,652	740,825	812,325	795,000	810,000	815,000	830,500	835,000
Investment Earnings	2,311	11,508	1,250	5,000	4,000	4,000	4,000	4,000	4,000
Reimbursements	21,125	6,451	-	7,316	-	-	-	-	-
Miscellaneous	270,844	304,076	265,844	362,801	346,952	375,691	379,568	383,089	387,259
Total Revenues	**$ 989,408**	**$ 1,103,687**	**$ 1,007,919**	**$ 1,187,442**	**$ 1,145,952**	**$ 1,189,691**	**$ 1,198,568**	**$ 1,217,589**	**$ 1,226,259**
Other Financing Sources	2,232,541	2,440,844	2,357,728	2,357,728	2,896,780	3,523,197	3,547,699	3,690,726	3,897,524
Total Revenue & Transfers	**$ 3,221,949**	**$ 3,544,531**	**$ 3,365,647**	**$ 3,545,170**	**$ 4,042,732**	**$ 4,712,888**	**$ 4,746,267**	**$ 4,908,315**	**$ 5,123,783**
Expenditures									
Salaries	$ 1,335,391	$ 1,507,914	$ 1,764,244	$ 1,707,500	$ 1,966,733	$ 2,059,339	$ 2,112,629	$ 2,167,518	$ 2,224,054
Benefits	446,283	465,646	637,618	521,764	737,280	763,175	812,508	865,627	922,408
Contractual Services	517,297	600,405	721,051	852,490	657,242	1,019,789	942,508	988,033	1,081,160
Supplies	679,172	717,839	784,490	806,350	857,999	870,585	878,622	887,137	896,161
Total Expenditures	**$ 2,978,143**	**$ 3,291,804**	**$ 3,907,403**	**$ 3,888,104**	**$ 4,219,254**	**$ 4,712,888**	**$ 4,746,267**	**$ 4,908,315**	**$ 5,123,783**
Surplus (Deficit)	$ 243,806	$ 252,727	$ (541,756)	$ (342,934)	$ (176,522)	$ -	$ -	$ -	$ -
Ending Fund Balance	**$ 243,804**	**$ 496,532**	**$ -**	**$ 153,598**	**$ (22,924)**	**$ (22,924)**	**$ (22,924)**	**$ (22,924)**	**$ (22,924)**
	8.19%	*15.08%*	*0.00%*	*3.95%*	*-0.54%*	*-0.49%*	*-0.48%*	*-0.47%*	*-0.45%*



Account Number	Description	FY 2023 Actual	FY 2024 Actual	FY 2025 Adopted	FY 2025 Projected	FY 2026 Adopted	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
PARKS & RECREATION FUND - 79										
79-000-44-00-4402	SPECIAL EVENTS	$ 76,493	$ 75,873	$ 85,000	$ 76,500	$ 75,000	$ 77,000	$ 80,000	$ 82,500	$ 85,000
79-000-44-00-4403	CHILD DEVELOPMENT	137,156	146,193	145,000	160,000	160,000	165,000	165,000	170,000	170,000
79-000-44-00-4404	ATHLETICS & FITNESS	427,043	484,320	445,000	500,000	500,000	505,000	505,000	510,000	510,000
79-000-44-00-4441	CONCESSION REVENUE	39,436	60,266	50,000	60,000	60,000	63,000	65,000	68,000	70,000
79-000-44-00-4482	LIBRARY CHARGEBACK	15,000	15,000	15,825	15,825	-	-	-	-	-
79-000-45-00-4500	INVESTMENT EARNINGS	2,311	11,508	1,250	5,000	4,000	4,000	4,000	4,000	4,000
79-000-46-00-4690	REIMB - MISCELLANEOUS	21,125	6,451	-	7,316	-	-	-	-	-
79-000-48-00-4820	RENTAL INCOME	73,650	70,128	73,844	73,844	76,952	80,191	83,568	87,089	90,759
79-000-48-00-4825	PARK RENTALS	10,909	19,258	15,000	20,000	20,000	20,500	21,000	21,000	21,500
79-000-48-00-4843	HOMETOWN DAYS	165,729	167,648	150,000	186,355	200,000	200,000	200,000	200,000	200,000
79-000-48-00-4846	SPONSORSHIPS & DONATIONS	6,800	18,877	15,000	57,602	30,000	55,000	55,000	55,000	55,000
79-000-48-00-4850	MISCELLANEOUS INCOME	13,756	28,165	12,000	25,000	20,000	20,000	20,000	20,000	20,000
	Parks & Recreation Fund Revenues	**$ 989,408**	**$ 1,103,687**	**$ 1,007,919**	**$ 1,187,442**	**$ 1,145,952**	**$ 1,189,691**	**$ 1,198,568**	**$ 1,217,589**	**$ 1,226,259**
				Over Budget	**$ 179,523**					
79-000-49-00-4901	TRANSFER FROM GENERAL	$ 2,232,541	$ 2,440,844	$ 2,357,728	$ 2,357,728	$ 2,896,780	$ 3,523,197	$ 3,547,699	$ 3,690,726	$ 3,897,524
	Other Financing Sources	**$ 2,232,541**	**$ 2,440,844**	**$ 2,357,728**	**$ 2,357,728**	**$ 2,896,780**	**$ 3,523,197**	**$ 3,547,699**	**$ 3,690,726**	**$ 3,897,524**
				Under Budget	**$ -**					
	Parks & Recreation Revenues & Transfers	**$ 3,221,949**	**$ 3,544,531**	**$ 3,365,647**	**$ 3,545,170**	**$ 4,042,732**	**$ 4,712,888**	**$ 4,746,267**	**$ 4,908,315**	**$ 5,123,783**
				Over Budget	**$ 179,523**					
Parks Department										
79-790-50-00-5010	SALARIES & WAGES	$ 692,910	$ 757,316	$ 916,332	$ 865,000	$ 966,504	$ 1,019,662	$ 1,050,252	$ 1,081,760	$ 1,114,213
79-790-50-00-5015	PART-TIME SALARIES	62,116	74,343	90,000	90,000	95,000	95,000	95,000	95,000	95,000
79-790-50-00-5020	OVERTIME	5,983	4,767	15,000	10,000	15,000	15,000	15,000	15,000	15,000
79-790-52-00-5212	RETIREMENT PLAN CONTRIBUTION	57,803	49,437	55,978	55,978	67,129	71,495	75,739	80,393	85,256
79-790-52-00-5214	FICA CONTRIBUTION	57,851	62,870	75,659	73,500	80,525	84,954	87,503	90,128	92,832
79-790-52-00-5216	GROUP HEALTH INSURANCE	141,730	156,277	234,441	154,547	187,184	192,523	207,925	224,559	242,524
79-790-52-00-5222	GROUP LIFE INSURANCE	1,104	1,113	1,357	992	1,421	1,478	1,493	1,508	1,523
79-790-52-00-5223	DENTAL INSURANCE	12,398	13,058	17,854	13,126	16,409	15,939	16,736	17,573	18,452
79-790-52-00-5224	VISION INSURANCE	1,760	1,767	2,205	1,658	1,850	1,962	2,021	2,082	2,144
79-790-54-00-5412	TRAINING & CONFERENCES	765	18,144	25,000	27,500	25,000	25,000	25,000	25,000	25,000
79-790-54-00-5415	TRAVEL & LODGING	22	1,278	3,000	3,000	3,000	3,000	3,000	3,000	3,000
79-790-54-00-5422	VEHICLE & EQUIPMENT CHARGEBACK	204,854	276,117	330,774	480,774	185,863	560,174	496,174	533,268	593,000
79-790-54-00-5424	COMPUTER REPLACEMENT CHARGEBACK	12,197	-	1,200	3,377	27,380	-	6,211	4,609	28,443
79-790-54-00-5437	VEHICLE MAINTENANCE CHARGEBACK	-	-	-	-	-	47,639	36,872	38,339	39,880
79-790-54-00-5440	TELECOMMUNICATIONS	9,510	9,228	10,000	10,000	10,000	10,000	10,000	10,000	10,000
79-790-54-00-5462	PROFESSIONAL SERVICES	12,144	9,701	12,500	12,500	17,500	17,500	17,500	17,500	17,500
79-790-54-00-5485	RENTAL & LEASE PURCHASE	8,219	9,017	9,426	9,426	9,747	10,085	10,439	10,811	11,201
79-790-54-00-5488	OFFICE CLEANING	3,533	2,559	2,704	2,704	2,920	9,000	9,450	9,923	10,419
79-790-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	28,422	37,482	40,000	40,000	90,000	45,000	45,000	45,000	45,000
79-790-56-00-5600	WEARING APPAREL	13,677	8,015	9,500	11,000	12,000	12,000	12,000	12,000	12,000

Account Number	Description	FY 2023 Actual	FY 2024 Actual	FY 2025 Adopted	FY 2025 Projected	FY 2026 Adopted	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
79-790-56-00-5620	OPERATING SUPPLIES	33,524	24,928	30,000	30,000	30,000	30,000	30,000	30,000	30,000
79-790-56-00-5630	SMALL TOOLS & EQUIPMENT	10,913	7,242	8,000	8,000	9,000	9,000	9,000	9,000	9,000
79-790-56-00-5640	REPAIR & MAINTENANCE	60,772	61,707	71,000	71,000	71,000	71,000	71,000	71,000	71,000
79-790-56-00-5646	ATHLETIC FIELDS & EQUIPMENT	52,774	67,083	55,000	64,000	66,240	68,558	70,958	73,442	76,012
79-790-56-00-5695	GASOLINE	46,399	42,093	60,990	60,990	75,259	80,527	86,164	92,195	98,649
	Parks Department Expenditures	**$ 1,531,380**	**$ 1,695,542**	**$ 2,077,920**	**$ 2,099,072**	**$ 2,065,931**	**$ 2,496,496**	**$ 2,490,437**	**$ 2,593,090**	**$ 2,747,048**
				Over Budget	**$ 21,152**					
Recreation Department										
79-795-50-00-5010	SALARIES & WAGES	$ 464,286	$ 503,726	$ 597,912	$ 575,000	$ 717,229	$ 756,677	$ 779,377	$ 802,758	$ 826,841
79-795-50-00-5015	PART-TIME SALARIES	16,584	18,769	25,000	30,000	30,000	30,000	30,000	30,000	30,000
79-795-50-00-5045	CONCESSION WAGES	12,701	15,822	17,000	22,500	23,000	23,000	23,000	23,000	23,000
79-795-50-00-5046	PRE-SCHOOL WAGES	51,931	86,890	53,000	65,000	70,000	70,000	70,000	70,000	70,000
79-795-50-00-5052	INSTRUCTORS WAGES	28,880	46,281	50,000	50,000	50,000	50,000	50,000	50,000	50,000
79-795-52-00-5212	RETIREMENT PLAN CONTRIBUTION	39,905	34,492	39,014	37,500	53,601	57,123	60,391	63,973	67,711
79-795-52-00-5214	FICA CONTRIBUTION	42,846	50,859	55,165	55,165	65,436	67,399	69,421	71,504	73,649
79-795-52-00-5216	GROUP HEALTH INSURANCE	82,352	86,444	143,278	118,022	244,765	251,682	271,817	293,562	317,047
79-795-52-00-5222	GROUP LIFE INSURANCE	862	862	1,039	900	1,254	1,291	1,304	1,317	1,330
79-795-52-00-5223	DENTAL INSURANCE	6,666	7,406	10,290	9,158	15,938	15,481	16,255	17,068	17,921
79-795-52-00-5224	VISION INSURANCE	1,006	1,061	1,338	1,218	1,768	1,848	1,903	1,960	2,019
79-795-54-00-5412	TRAINING & CONFERENCES	2,969	3,028	6,000	7,000	7,000	7,000	7,000	7,000	7,000
79-795-54-00-5415	TRAVEL & LODGING	1,813	1,922	3,000	4,000	4,000	4,000	4,000	4,000	4,000
79-795-54-00-5424	COMPUTER REPLACEMENT CHARGEBACK	7,474	6,289	1,862	2,532	11,143	12,026	1,642	7,437	12,542
79-795-54-00-5426	PUBLISHING & ADVERTISING	12,621	8,270	55,000	10,000	15,000	15,000	15,000	15,000	15,000
79-795-54-00-5437	VEHICLE MAINTENANCE CHARGEBACK	-	-	-	-	-	3,811	2,950	3,067	3,190
79-795-54-00-5440	TELECOMMUNICATIONS	15,203	17,327	16,000	18,000	18,000	18,000	18,000	18,000	18,000
79-795-54-00-5447	SCHOLARSHIPS	-	-	2,000	-	2,000	2,000	2,000	2,000	2,000
79-795-54-00-5452	POSTAGE & SHIPPING	2,406	1,738	3,000	3,000	3,000	3,000	3,000	3,000	3,000
79-795-54-00-5460	DUES & SUBSCRIPTIONS	3,169	4,236	4,000	4,500	4,500	4,500	4,500	4,500	4,500
79-795-54-00-5462	PROFESSIONAL SERVICES	122,304	151,565	150,000	175,000	175,000	175,000	175,000	175,000	175,000
79-795-54-00-5480	UTILITIES	8,420	14,896	10,070	10,070	10,674	11,314	11,993	12,713	13,476
79-795-54-00-5485	RENTAL & LEASE PURCHASE	1,412	4,329	6,000	5,000	6,000	6,000	6,000	6,000	6,000
79-795-54-00-5488	OFFICE CLEANING	16,548	22,291	19,515	19,107	19,515	20,740	21,777	22,866	24,009
79-795-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	43,292	988	10,000	5,000	10,000	10,000	10,000	10,000	10,000
79-795-56-00-5600	WEARING APPAREL	-	3,750	4,000	4,500	4,500	4,500	4,500	4,500	4,500
79-795-56-00-5602	HOMETOWN DAYS SUPPLIES	156,063	151,535	150,000	171,860	200,000	200,000	200,000	200,000	200,000
79-795-56-00-5606	PROGRAM SUPPLIES	249,385	293,646	333,000	315,000	320,000	325,000	325,000	325,000	325,000
79-795-56-00-5607	CONCESSION SUPPLIES	20,133	26,451	23,000	30,000	30,000	30,000	30,000	30,000	30,000
79-795-56-00-5610	OFFICE SUPPLIES	3,229	2,649	3,000	3,000	3,000	3,000	3,000	3,000	3,000

Account Number	Description	FY 2023 Actual	FY 2024 Actual	FY 2025 Adopted	FY 2025 Projected	FY 2026 Adopted	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
79-795-56-00-5620	OPERATING SUPPLIES	32,303	28,740	37,000	37,000	37,000	37,000	37,000	37,000	37,000
	Recreation Department Expenditures	**$ 1,446,763**	**$ 1,596,262**	**$ 1,829,483**	**$ 1,789,032**	**$ 2,153,323**	**$ 2,216,392**	**$ 2,255,830**	**$ 2,315,225**	**$ 2,376,735**
				Under Budget	**$ (40,451)**					
	Total Parks & Recreation Fund Expenditures	**$ 2,978,143**	**$ 3,291,804**	**$ 3,907,403**	**$ 3,888,104**	**$ 4,219,254**	**$ 4,712,888**	**$ 4,746,267**	**$ 4,908,315**	**$ 5,123,783**
				Under Budget	**$ (19,299)**					
	Transfers In	$ 2,232,541	$ 2,440,844	$ 2,357,728	$ 2,357,728	$ 2,896,780	$ 3,523,197	$ 3,547,699	$ 3,690,726	$ 3,897,524
	(Transfers Out)	-	-	-	-	-	-	-	-	-
	Parks & Recreation Fund Net Transfers	**$ 2,232,541**	**$ 2,440,844**	**$ 2,357,728**	**$ 2,357,728**	**$ 2,896,780**	**$ 3,523,197**	**$ 3,547,699**	**$ 3,690,726**	**$ 3,897,524**
	Surplus(Deficit)	**243,806**	**252,727**	**(541,756)**	**(342,934)**	**(176,522)**	**-**	**-**	**-**	**-**
	Fund Balance	**$ 243,804**	**$ 496,532**	**$ -**	**$ 153,598**	**$ (22,924)**	**$ (22,924)**	**$ (22,924)**	**$ (22,924)**	**$ (22,924)**
		8.19%	*15.08%*	*0.00%*	*3.95%*	*-0.54%*	*-0.49%*	*-0.48%*	*-0.47%*	*-0.45%*


KENDALL COUNTY GIS
Map Viewer
Parcels, Boundaries, and History
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Selected features: 1
Nearmap | OpenStreetMap
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Changelog
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DALL COUNTY
TION SYSTEMS
630.553.4212
kcgis@kendallcountyil.gov

Caledonia Drive



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CITY OF YORKVILLE
PARK RULES

Reviewed By:	
Legal	■
Finance	☐
Engineer	■
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2025-81

Agenda Item Summary Memo

Title: Ordinance Amending the Yorkville City Code (Nuisance)

Meeting and Date: City Council – September 23, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 9/16/25 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-81

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse (Name) Public Works (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/320/City-Council

Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: August 13, 2025
Subject: City Code Section Update

Summary

A proposed update to section 4, Public Health and Safety, of the City Code.

Background

From time to time, it is necessary to update codes to make them more efficient, update language, or update codes based on new standards. In this case, staff asked Attorney Orr the best way to increase the amount of money we charge for mowing vacant lots or homes that were found in violation of section 4-1-5 for weeds and grass over 8" in height.

While reading through the code, it was decided that there needed to be some general cleanup as well as specific changes to the nuisance portion of the code. Below is a section by section description of the changes.

4-1-1 B Original Text
B. Nuisance abatement: The City Attorney or any citizen of the City, when such a nuisance exists as set forth in subsection A of this section, may maintain a complaint in the name of the City perpetually, to enjoin all persons from maintaining or permitting such nuisance and to abate the same. In addition, the City Police, officers, Inspectors or employees, upon observing any violation of subsection A of this section, may enter upon private property and summarily abate any fires or burning that is in violation hereof.

4-1-1 B Proposed Text
B. The City Police, officers, inspectors or authorized employees may enter upon private property and summarily abate any fire or burning deemed to be a health hazard and a public nuisance in violation of A.1 or A.4 above.

Section 4-1-5C and 4-1-5D streamline the process of billing and adjudication. Section 4-1-5C allows us to bill reasonable costs but removes the double 30 day notice. Section 4-1-5D gives clear direction as to a timeline in which the notices must be sent for billing and adjudication.

4-1-5C Original Text

C. Liability for costs: The City shall have the authority to bill and collect from the property owner the reasonable cost of abating the nuisance. The City shall send a bill for the abatement costs to the same address where the tax bill for the general property taxes on the subject property for the preceding year was sent. If the abatement costs are not fully paid within thirty (30) days, a second billing notice will be sent.

4-1-5C Proposed Text

C. Liability for costs: In the event of the failure of any person to abate a nuisance, the City shall have the authority to abate the nuisance and to bill and collect reasonable costs it shall incur to abate such nuisance.

4-1-5D Original Text

D. Lien: If the abatement costs are not paid within fifteen (15) days of the second billing notice, the City shall place a lien upon the property affected. Notice of the lien shall be given to the property owner. Said notice shall consist of a sworn statement setting out: 1) a description of the property sufficient for identification thereof, 2) the amount of the abatement costs incurred or payable, and 3) the date(s) when such abatement costs were incurred by the City.

Said lien shall be superior to all other liens and encumbrances, except tax liens, provided that within sixty (60) days after such abatement costs are incurred, the City, its agent, or authorized contractor files notice of lien in the office of the Recorder of Deeds of Kendall County, Illinois. However, said lien shall not be valid as to any purchaser whose rights in and to such property have arisen subsequent to the abatement of the nuisance, and the lien of the City shall not be valid as to any mortgagee, judgment creditor, or other lienor whose rights in and to such property arise prior to the filing of such notice. Upon payment of the abatement costs, the lien shall be released by the City and the release may be filed of record.

4-1-5D Proposed Text

D. Notice of the costs incurred by the City to abate the nuisance shall be given to the violator and if not paid in full within five (5) business days from the date of an invoice for the amount due, the violator shall be provided with a notice of a hearing before a Hearing Officer pursuant to Section 1-14-5 of this code to determine whether the violator has failed to pay the expenses incurred by the City for the abatement of the violation of this code, which notice shall not be less than seven (7) days from the date the notice is served or deposited in the mail. The total amount due to the City may be enforced as provided in Section 1-14-5 of this code.

Section 4-1-5H is being amended to be consistent with other sections of this code.

Section 4-1-5H Original Text

H. Nuisance abatement: The City Attorney or any citizen of the City, when such a nuisance exists as set forth in this section, may maintain a complaint in the name of the City, perpetually, to enjoin all persons from maintaining or permitting such nuisance and to abate the same. In addition, the City Police, officers, Inspectors, or employees, upon observing any violation of this section may enter upon private property and summarily abate any nuisance if the person served with the notice does not abate the nuisance within five (5) days.

4-1-5H Proposed Text

H. Notice of Violation; Nuisance Abatement: The City Police, officers, Community Development Director or any member of this Department, or any authorized employee are authorized to issue a notice of a violation of this Chapter 1. In the event the violation of this Section 4-1-5 is deemed to be a public nuisance and an immediate health hazard, the City Police, officers, Community Development Director or any member of this Department or any authorized employee may enter upon private property and summarily abate the nuisance.

Section 4-2A-2 Adds the Community Development Director to be able to notice property owners that have trees infected or infested with Dutch Elm disease or Emerald Ash Borers. This is done because this position oversees the property maintenance employees that actually provide the physical notices. 4-2B-2 removed registered mail.

4-2A-2 and 4-2B-2 Original Text

A. The Director of Public Works or his representative shall give a written notice of the existence of a
nuisance described in section 4-2A-1 of this article to the owner of property whereon the public nuisance is found. Such notice shall describe the nuisance, state the City ordinance which has been violated, identify the property by common description and the tree or trees affected, and require the removal of the nuisance within thirty (30) days. After notice has been given, it shall become the duty of the property owner to abate the nuisance. The removal and disposal of the nuisance shall be under the direction and supervision of the Director of Public Works or his representative. Said notice shall also notify the property owner that unless the nuisance is removed and disposed of in compliance with the terms of notice, the City will proceed with the removal and disposal of the nuisance and assess the property owner for one hundred percent (100%) of the cost of removal and disposal.

B. Such notice shall be given by personal service or sent by registered mail to the person to whom the tax bill for the general taxes for the last precedent year on the property was sent.

Section 4-2A-3 is a general cleanup to streamline the process and match other sections of this code. 4-2A-4 is removed to match other areas of this section of the code.

4-2A-3 and 4-2A-4 Original Text

4-2A-3: Abatement by City; costs:

If the property owner shall neglect to abate the nuisance within thirty (30) days after notice is given and thereafter causes the removal of such nuisance by the City, then the City, by its agents, servants or independent contractors, shall have the authority to go upon such property to cut down, remove the nuisance, and spray (either before or after such removal) an area of one thousand (1,000) square feet surrounding the nuisance, and the property owner shall be assessed the sum of one hundred percent (100%) of the cost of such removal and disposal by the City.

4-2A-4: - Lien; notice of lien:

A. Any cost incurred by the City to abate a nuisance described in this article shall be a lien upon the real estate affected, superior to all other liens and encumbrances, except tax liens; provided that notice of the lien has been given as hereinafter described, and that within sixty (60) days after such cost is incurred the City, or person performing the service by authority of the City, in its or his/her own name, files notice of the lien in the Kendall County Recorder's office.

B. The notice of lien shall consist of a sworn statement setting out: 1) a description of the real estate sufficient for identification thereof, 2) the amount of money representing the cost incurred or payable for the service, and 3) the date or dates when such cost and expense was incurred by the City.

C. The lien shall not be valid as to any purchaser whose rights in and to such real estate have arisen subsequent to the tree removal and prior to the filing of such notice, and the lien shall not be valid as to any mortgagee, judgment creditor or other lienor whose rights in and to such real estate arise prior to the filing of such notice.

D. Upon payment of the cost by the owner of or persons interested in such property after notice of lien has been filed, the lien shall be released by the City or person in whose name the lien has been filed and the release may be filed of record as in the case of filing notice of the lien.

E. The cost of such tree removal shall not be a lien upon the real estate affected unless notice is given pursuant to section 4-2A-2 of this article.

Section 4-2A-3 Proposed Text

4-2A-3: - Abatement by City; costs:

If the property owner shall neglect to abate the nuisance within thirty (30) days after notice is given and thereafter causes the removal of such nuisance by the City, then the City shall provide the property owner of a notice of a hearing before a Hearing Officer, in accordance with Section 1-14-5 of this code, which notice shall be served or

deposited in the mail no less than seven (7) days prior to the date of the hearing ordering the abatement of the nuisance by the City and assessing the property owner with one hundred percent (100%) of all of the costs incurred by the City in the event the City abates the nuisance, which costs and all fines assessed shall be a debt due and owing to the City and if unpaid within five (5) business days shall be enforced as provided in Section 1-14-5 of this Code.

Section 4-3-4 and 4-3-5 are a general cleanup to match the other sections. 4-3-5 is removed.

4-3-4 and 4-3-5 Original Text

4-3-4: - Failure to abate:

In the event the owner or occupant of the property where such nuisance violation of section 4-3-2 of this chapter exists, has failed, within the prescribed time to abate such nuisance, then any City officer, Police officer, Inspector or employee who served such notice shall file a complaint charging violation of this chapter with the circuit court for the Sixteenth Judicial Circuit demanding that the owner of the property or the occupant thereof, or both, be held to answer to the court for the violation of this chapter.

4-3-5: - Violations and penalties:

Any person who shall neglect, fail or refuse to abate or remove such nuisance after notice thereof shall, for each twenty-four (24) hours thereafter during which said nuisance continues, be subject to a like penalty as that originally incurred.

4-3-4 Proposed Text

4-3-4: - Failure to abate:

In the event the owner or occupant of the property where a nuisance violation of Section 4-3-2 of this chapter exists, has failed, within the prescribed time to abate such nuisance after notice pursuant to Section 4-3-3, shall be subject to a fine for each day the nuisance continues.

Section 1-14-3 subsection A.1. is general cleanup to match what was changed in Title 4.

1-14-3 Subsection A.1. Original Text

A. Issuance of violation notices:

1. Violation notice of any ordinance violation shall be issued by the Mayor or Administrator and such persons authorized under this Code.

1-14-3 Subsection A.1. Proposed Text

1. Violation notices if any ordinance violation shall be issued by the Mayor, Administrator, City Attorney, officers, City Police, Department Directors and any such person as authorized by any of them.

Recommendation

Staff recommends accepting all proposed changes.

Ordinance No. 2025-_____

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

Be It Ordained by the Mayor and City Council to amend the Yorkville City Code as follows:

Section 1. Title 4, Chapter 1, Section 4-1-1 is hereby amended by deleting Subsection B in its entirety and replacing it with the following:

B. The City Police, officers, inspectors or authorized employees may enter upon private property and summarily abate any fire or burning deemed to be a health hazard and a public nuisance in violation of A.1 or A.4 above.

Section 2. Title 4, Chapter 1, Section 4-1-5, Subsections C and D are hereby amended by deleting said Subsections C and D in their entirety and replacing with the following:

C. Liability for costs: In the event of the failure of any person to abate a nuisance, the City shall have the authority to abate the nuisance and to bill and collect reasonable costs it shall incur to abate such nuisance.

D. Notice of the costs incurred by the City to abate the nuisance shall be given to the violator and if not paid in full within five (5) business days from the date of an invoice for the amount due, the violator shall be provided with a notice of a hearing before a Hearing Officer pursuant to Section 1-14-5 of this code to determine whether the violator has failed to pay the expenses incurred by the City for the abatement of the violation of this code, which notice shall not be less than seven (7) days from the date the notice is served or deposited in the mail. The total amount due to the City may be enforced as provided in Section 1-14-5 of this code.

Section 3. Title 4, Chapter 1, Section 4-1-5, Subsection H is hereby amended by deleting said Subsection H in its entirety and replacing with the following:

Notice of Violation; Nuisance Abatement:

The City Police, officers, Community Development Director or any member of this Department, or any authorized employee are authorized to issue a notice of a violation of this Chapter 1. In the event the violation of this Section 4-1-5 is deemed to be a public nuisance and an immediate health hazard, the City Police, officers, Community Development Director or any member of this Department or any authorized employee may enter upon private property and summarily abate the nuisance.

Section 4. Title 4, Article A, Section 4-2A-2 is hereby amended by deleting said section in the entirety and replacing it with the following:

4-2A-2: - Notice to abate; duty of owners to remove:

A. The Community Development Director or his or her representative, or the Director of Public Works or his or her representative shall give a written notice of the existence of a nuisance described in section 4-2A-1 of this article to the owner of property whereon the public nuisance is found. Such notice shall describe the nuisance, state the City ordinance which has been violated, identify the property by common description and the tree or trees affected, and require the removal of the nuisance within thirty (30) days. After notice has been given, it shall become the duty of the property owner to abate the nuisance. The removal and disposal of the nuisance shall be under the direction and supervision of the Community Development Director or his or her representative, or the Director of Public Works or his or her representative. Said notice shall also notify the property owner that unless the nuisance is removed and disposed of in compliance with the terms of notice, the City shall issue an ordinance violation citation and request that the Hearing Officer direct the removal and disposal of the nuisance.

B. Such notice shall be given by personal service or sent by registered mail to the person to whom the tax bill for the general taxes for the last precedent year on the property was sent.

Section 5. Title 4, Article A, Section 4-2A-3 and Section 4-2A-4 are hereby deleted in their entirety and replaced with the following:

4-2A-3: - Abatement by City; costs:

If the property owner shall neglect to abate the nuisance within thirty (30) days after notice is given and thereafter causes the removal of such nuisance by the City, then the City shall provide the property owner of a notice of a hearing before a Hearing Officer, in accordance with Section 1-14-5 of this code, which notice shall be served or deposited in the mail no less than seven (7) days prior to the date of the hearing ordering the abatement of the nuisance by the City and assessing the property owner with one hundred percent (100%) of all of the costs incurred by the City in the event the City abates the nuisance, which costs and all fines assessed shall be a debt due and owing to the City and if unpaid within five (5) business days shall be enforced as provided in Section 1-14-5 of this Code.

Section 6. Title 4, Chapter 3, Section 4-3-4 and 4-3-5 are hereby deleted in their entirety and replaced with the following:

4-3-4: - Failure to abate:

In the event the owner or occupant of the property where a nuisance violation of Section 4-3-2 of this chapter exists, has failed, within the prescribed time to abate such nuisance after notice pursuant to Section 4-3-3, shall be subject to a fine for each day the nuisance continues.

Section 7. Title 1, Chapter 14, Section 1-14-3, subsection A.1. is hereby amended by deleting Section 1-14-3, subsection A.1. in its entirety and replacing it with the following:

1. Violation notices if any ordinance violation shall be issued by the Mayor, Administrator, City Attorney, officers, City Police,Department Directors and any such person as authorized by any of them.

Section 8. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

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

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
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	☐
Finance	■
Engineer	■
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2025-84

Agenda Item Summary Memo

Title: East Hydraulic District – ITEP Grant Phase I

Meeting and Date: City Council – September 23, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 9/16/25 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-84

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

Council Action Requested: Approval

Submitted by: Erin Willrett (Name) Administration (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/320/City-Council

Memorandum

To: Public Works Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: September 16, 2026
Subject: ITEP Grant Phase I Engineering Agreement

Summary

Staff would like to request approval on the Phase I engineering agreement with EEI for the East Hydraulic Avenue Streetscape Project, in the amount of $263,354. A budget amendment is needed to account for this amount. The budget amendment is attached. At the time of the adoption of the FY26 budget, this grant had not yet been awarded.

Overview

In May 2025, the City was awarded a $2,999,400 grant from the Illinois Transportation Enhancement Program (ITEP) for the East Hydraulic Streetscape Project.

The City committed to pay up to 20% of the required local match for the projects construction and construction engineering. All design engineering costs (Phase I) will be fully covered by the City. The below project is estimated to be $4,310,300, as you can see in the included detailed budget. The City would be investing approximately $1,310,300 in matching funds.

In the original grant budget, Phase I engineering was estimated at $270,000, the attached Phase I Engineering Agreement with EEI is in the amount of $263,354. This is a fixed fee proposal, of which direct expenses are estimated at $20,562. Since this cost was not included in the original budget—given that the grant was awarded to the City after the budget process had concluded—a proposed FY 2026 budget amendment has been prepared for your consideration. Under this amendment, the Project Costs line item in the Downtown TIF Fund would be increased from $5,000 to $270,000 to cover the additional engineering expenses associated with the grant project.

The Kick-Off meeting was held with IDOT District 3 officials on July 30th. It was encouraged that the City begin the Phase I process as soon as possible. Because this grant uses Federal funds, the City must use the Quality Based Selection (QBS) process for Phase II Engineering and Construction Engineering. This does lengthen the project timeline. The QBS process is mandated in Illinois for non-home rule municipalities for projects involving architects, engineers, and land surveyors that meet a certain financial threshold. Previously, the City used the QBS process for consultants during the East Van Emmon Resurfacing project through Kane/Kendall Council of Mayors Surface Transportation Program using Federal Funds. Those agreements will be forthcoming in future years as the project progresses.

This is going to be a multi-year project with the estimated letting anticipated in November 2028. There are several items that still need to be coordinated as part of this project. The City is actively working with the Railroad as well as IDOT for the IL 47 area. All funds need to be obligated, via letting, by June 9, 2029.

The Kick-Off meeting in July was the formal Notice to Proceed from IDOT. It is anticipated that EEI will coordinate a Public Information Meeting about the project in July 2026, this will be separate from a Council Meeting.

East Hydraulic Avenue Streetscape Project

Creation of a one-way street with the development of a multi-use path along East Hydraulic and a sidewalk along Mill Street and Heustis Street from East Hydraulic south to East Van Emmon Street.

Project Perimeters (Logical Termini):
Beginning at the corner of IL Route 47 east approximately 500 feet to the connection of the current multi-use path. An addition of sidewalk along Mill Street and Heustis Street from East Hydraulic Avenue south to East Van Emmon Street.

Brief Description:
The streetscape in the downtown beautifies and improves the visual character of the corridor and downtown, simplifies maintenance and contributes to an overall sense of place for Yorkville. Creating a one-way street will aid in traffic flow and will allow increased use of the river front area when events take place. The one-way street will include a pedestrian/bike component, a multi-use path will be built on the north side of East Hydraulic Avenue. This will increase safety by drawing pedestrians/bicyclists away from the train tracks. Staff is proposing hardscape between East Hydraulic Avenue and the railroad tracks by installing a fence barrier with landscaping elements. The grant includes funds for bike racks, in the nearby park and potential future festival area. Staff is proposing removable bollards to prohibit traffic during festival times. This will create a safe atmosphere by allowing pedestrian and bicyclists to enjoy the area and flow through without the worry of vehicular traffic.

Recommendation

Staff would like to request approval on the Phase I engineering agreement with EEI for the East Hydraulic Avenue Streetscape Project, in the amount of $263,354 along with a corresponding budget amendment.

Resolution No. 2025-_____

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

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

WHEREAS, the City's Public Works Department plans to perform various improvements to E. Hydraulic Avenue, being converting E. Hydraulic Avenue into a one-way street, drainage improvements, pedestrian improvements on E. Hydraulic Avenue, Mill Street and Heustis Street, railway crossing improvements, and safety improvements on E. Hydraulic Avenue from Route 47 to Mill Street (the "Project"); and

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

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

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

WHEREAS, the City administration recommends approval of the Agreement.

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

Section 1. The foregoing recitals are hereby incorporated in this Resolution as the

findings of the Corporate Authorities.

Section 2. The Mayor and City Clerk are hereby authorized to execute a *E. Hydraulic Avenue Improvements – Phase I, United City of Yorkville, Professional Services Agreement*, attached hereto as *Exhibit A*.

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

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

City Clerk

E. Hydraulic Avenue Improvements – Phase I
United City of Yorkville
Professional Services Agreement

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary Phase I engineering services to the City as indicated on the Scope of Services (Attachment B). Phase I Engineering for all roadways indicated on Attachment E will be provided. Phase II and Phase III Engineering services are not included and would be provided in a separate agreement. Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Phase I Engineering will be paid for as a Fixed Fee (FF) in the amount of $263,354, of which direct expenses are estimated at $20,562. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: _x_ United States Citizen __ Resident Alien ___ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld

on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ___ Individual ___ Real Estate Agent ___ Sole Proprietorship ___ Government Entity ___ Partnership ___ Tax Exempt Organization (IRC 501(a) only) _x_ Corporation ___ Not for Profit Corporation ___ Trust or Estate ___ Medical and Health Care Services Provider Corp.

I. Indemnification:

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimated Level of Effort and Associated Cost
Attachment D:	Estimated Schedule
Attachment E:	Location Map
Attachment F:	2025 Standard Schedule of Charges

Attachment G: Huff & Huff Proposal
Attachment H: Rubino Engineering Proposal

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

City Administrator and City Clerk
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

For the ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this _____day of _____, 2025.

United City of Yorkville:

_____
John Purcell
Mayor

_____
Jori Behland
City Clerk

Engineering Enterprises, Inc.:

_____
Brad Sanderson, PE
Chief Operating Officer / President

_____
Angie Smith
Director of Marketing & Business Development

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations. ENGINEER agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

(a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;

(b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;

(c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.

(d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

E. Hydraulic Avenue Improvements – Phase I
United City of Yorkville, IL
Professional Services Agreement

Attachment B – Scope of Services

The United City of Yorkville requires Phase I Engineering services for the E. Hydraulic Avenue Improvement project. This project will be funded through the Illinois Department of Transportation and will utilize Illinois Transportation Enhancement Program (ITEP) funding. A location map of the proposed improvements can be found in Attachment E of this proposal.

The scope of the project includes converting E. Hydraulic Avenue into a one-way street, drainage improvements, pedestrian improvements on E. Hydraulic Avenue, Mill Street and Heustis Street, railroad crossing improvements and safety improvements on E. Hydraulic Avenue from IL Route 47 to Mill Street.

In order to successfully complete this project, various items will need to be addressed during Phase I engineering. Our proposed scope of services will include the following:

1.1 Project Management, Coordination and Administration

- Project Management and Coordination
- Subconsultant Coordination and Review
- Coordination with the City
- Monitoring project schedule, staffing and budget

1.2 FHWA and IDOT Coordination and Meetings

- Kick-off Meeting with City Staff
- Review Meetings with City Staff (3 meetings)
- IDOT and FHWA Project Meetings (2 meetings)
- IDOT Project Development Report (PDR) Review Meetings (2 meetings)

1.3 Railroad (Omnitrax) Coordination

- Kick-Off Meeting with Railroad
- On-Going Progress Meetings with Railroad (3 meetings)
- Railroad Coordination
- Revisions Based on Railroad Comments
- Create Preliminary Cross Sections

1.4 Data Collection and Analysis of Existing Conditions

- Perform Design JULIE to obtain atlases from utility companies in the area
- Obtain information from the City regarding existing and proposed plans and any other pertinent information available to assist in the Phase I design
- Analysis of Existing Traffic Data
- Analysis of Existing Crash Data
- Analysis of Existing Railroad Data

1.5 Boundary and Topographic Survey and Field Inspection

- Boundary Survey to Determine ROW and Easement Needs
- Title Commitments

- Topographic Survey of the Proposed Limits along E. Hydraulic Avenue, Heustis Street and Mill Street will be Completed Including Structure Inventory Sheets that Shall Provide Invert Elevations, Top of Pipe Elevations, Sewer and Pipe Sizes for all Utilities and Sewers within the Project Limits
- Field Visit to Inspect the Existing Conditions

1.6 Geotechnical Coordination and Review

- Coordinate the Completion of Soil Borings by Rubino Engineering
- Coordinate Geotechnical Report with Rubino Engineering
- Review Geotechnical Report

1.7 Environmental Studies and Documentation

- Submit Environmental Survey Request (ESR)
  - Submit the ESR Prescreen Forms to IDOT
  - IDOT PESA Response
  - Biological Clearances
  - Cultural Clearances
  - Wetland Delineation and Report (Huff and Huff)
  - Waterway/Surface Waters Delineation and Report (Huff and Huff)
  - Special Lands and Section 4(f) Evaluation
  - Preliminary Environmental Site Assessment (PESA) (Huff and Huff)
  - Prepare Photo Log of Project Limits

1.8 Drainage Studies

- Identify and Evaluate the Existing Drainage Conditions and Address any Deficiencies
- Complete any Necessary Drainage Calculations
- Preliminary Storm Sewer and Ditch Sizing
- Drainage Technical Memorandum
- Identify Permits Required to be Obtained in Phase II
- QC/QA of Drainage Technical Memorandum

1.9 Proposed Improvement Plans, Typical Sections and Cost Estimates

- Create Proposed Improvement Plans
- ROW/Easement Needs Analysis
- Create Preliminary Typical Sections
- Preliminary Cost Estimate
- QC/QA

1.10 Traffic Maintenance

- Investigate Preliminary Maintenance of Traffic Schemes
- Maintenance of Traffic Typical Sections

1.11 Public Involvement

- Put Together Announcements, Brochures and Exhibits for Public Meeting
- Set up Public Meeting at Location of City's Choice
- Attend Public Meeting
- Respond to Comments Received During the Public Meeting and Send Out Meeting Minutes
- Any Additional Public Involvement Required by the FHWA

1.12 Preliminary Project Development Report (PDR)

- Prepare Draft PDR Report
- Prepare all Exhibits and Attachments Required for the PDR
- QC/QA
- Submit PDR to the City and IDOT for Review

1.13 Final Project Development Report (PDR)

- Make any Revisions to the PDR Report Based on Comments Received from IDOT and the City
- Prepare Final PDR Report for Design Approval
- QC/QA
- Prepare Disposition of IDOT and City Comments

Exclusions:

- No allowance has been made for any ROW appraisals or negotiations
- No allowance has been made for Phase II Design Engineering
- No allowance has been made for Phase III Construction Engineering
- No allowance has been made for the preparation of construction documents, as a result, no bidding and letting services will be provided
- No allowance has been made for a Preliminary Site Investigation (PSI)
- No allowance has been made to prepare permit applications or obtaining permits for the project. The project development report will only identify the permits that are to be acquired during Phase II engineering

The following program guidelines for the E. Hydraulic Avenue Improvements will be employed to ensure the best possible end result for the City:

- Employ Quality Control/Quality Assurance procedures and implement and monitor the procedures for the duration of the project.
- Communicate with all parties relative to the status of the project through meetings, correspondence, and telephone conversations.
- Provide the required coordination between the City and other regulatory agencies.
- Provide early identification of issues or potential problem areas related to technical scheduling or budgetary goals.

ATTACHMENT C: ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2527-P	
PROJECT TITLE	**DATE**	**PREPARED BY**
E. Hydraulic Avenue Improvements - Phase I	9/4/25	CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE 2	PE	SPT 2	SPT	ADMIN	HOURS	COST
		PERSON										
		RATE	$256	$243	$218	$208	$175	$182	$171	$75		
PRELIMINARY ENGINEERING												
1.1	Project Management, Coordination and Administration		6	24	92					6	128	$ 27,874
1.2	FHWA and IDOT Coordination Meetings		4	8	16	16	6	4	16		70	$ 14,298
1.3	Railroad (Omnitrax) Coordination		6	8	12	16	16	8	24		90	$ 17,784
1.4	Data Collection and Analysis of Existing Conditions				4	20	24	4	12		64	$ 12,012
1.5	Boundary and Topographic Survey and Field Inspection			40	18	10	32	50			150	$ 30,424
1.6	Geotechnical Coordination and Review			4	4	8					16	$ 3,508
1.7	Environmental Studies and Documentation			6	12	20	16	4	16		74	$ 14,498
1.8	Drainage Studies			6	12	16	16	6	12	4	72	$ 13,646
1.9	Proposed Improvement Plans, Typical Sections and Cost Estimates		6	6	16	32	48	8	48		164	$ 31,202
1.10	Traffic Maintenance			2	8	20	24	6	16		76	$ 14,418
1.11	Public Involvement		6	6	12	16	8	8	16	4	76	$ 14,830
1.12	Preliminary Project Development Report (PDR)		2	6	20	32	60	8	32	4	164	$ 30,714
1.13	Final Project Development Report (PDR)		2	4	8	24	32	4	16	4	94	$ 17,584
	Design Engineering Subtotal:		**32**	**120**	**234**	**230**	**282**	**110**	**208**	**22**	1,238	$ 242,792
	PROJECT TOTAL:		**32**	**120**	**234**	**230**	**282**	**110**	**208**	**22**	**1,238**	**242,792**

EEI STAFF

PIC	Principal In Charge
SPM	Senior Project Manager
PM	Project Manager
SPE 2	Senior Project Engineer II
PE	Project Engineer
SPT 2	Senior Project Technician II
SPT 1	Senior Project Technician I
ADMIN	Adminstrative Assistant

DIRECT EXPENSES	
Printing/Scanning =	$ 750
Rubino (Soil Borings) =	$ 8,875
Huff & Huff (PESA) =	$ 10,937
DIRECT EXPENSES =	**$ 20,562**

LABOR SUMMARY	
EEI Labor Expenses =	$ 242,792
TOTAL LABOR EXPENSES	**$ 242,792**

TOTAL COSTS	
	$ 263,354

ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2527-P	
PROJECT TITLE	**DATE**	**PREPARED BY**
E. Hydraulic Avenue Improvements - Phase I Engineering	9/3/25	CJO

TASK NO.	TASK DESCRIPTION	2025			2026										2027				
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
PHASE I ENGINEERING																			
1.1	Project Management, Coordination and Administration																		
1.2	FHWA and IDOT Coordination and Meetings																		
1.3	Railroad (Omnitrax) Coordination																		
1.4	Data Collection and Analysis of Existing Conditions																		
1.5	Boundary and Topographic Survey and Field Inspection																		
1.6	Geotechnical Coordination and Review																		
1.7	Environmental Studies and Documentation																		
1.8	Drainage Studies																		
1.9	Proposed Improvement Plans, Typical Sections and Cost Estimates																		
1.10	Traffic Maintenance																		
1.11	Public Involvement																		
1.12	Preliminary Project Development Report (PDR)																		
1.13	Final Project Development Report (PDR)																		

52 Wheeler Road, Sugar Grove, IL 60554 Tel: 630.466.6700 Fax: 630.466.6701 www.eeiweb.com



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

DATE:	SEPTEMBER 2025
PROJECT NO.:	YO2447
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2024\
FILE:	YO2420_No.3 Bluestem Water Main Change Order

ATTACHMENT E
E. HYDRAULIC AVENUE IMPROVEMENTS
LOCATION MAP

N

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

ATTACHMENT F

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	$256.00
Principal	E-3	$251.00
Senior Project Manager	E-2	$243.00
Project Manager	E-1	$218.00
Senior Project Engineer/Surveyor II	P-6	$208.00
Senior Project Engineer/Surveyor I	P-5	$193.00
Project Engineer/Surveyor	P-4	$175.00
Senior Engineer/Surveyor	P-3	$161.00
Engineer/Surveyor	P-2	$146.00
Associate Engineer/Surveyor	P-1	$132.00
Senior Project Technician II	T-6	$182.00
Senior Project Technician I	T-5	$171.00
Project Technician	T-4	$159.00
Senior Technician	T-3	$146.00
Technician	T-2	$132.00
Associate Technician	T-1	$115.00
Engineering/Land Surveying Intern	I-1	$ 85.00
Director of Marketing and Business Development	M-4	$135.00
Marketing Coordinator	M-2	$100.00
Executive Administrative Assistant	A-4	$ 80.00
Administrative Assistant	A-3	$ 75.00

VEHICLES. DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS*

Vehicle for Construction Observation		$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		$235.00
Expert Testimony		$290.00
In-House Scanning and Reproduction	$0.25/Sq. Ft. (Black & White) $1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	

* unless specified otherwise in agreement

Huff & Huff incorporated
A Subsidiary of GZA

GEOTECHNICAL
ENVIRONMENTAL
ECOLOGICAL
WATER
CONSTRUCTION MANAGEMENT

915 Harger Road
Suite 330
Oak Brook, IL 60523
T: 630.684.9100
F: 630.684.9120
www.huffnhuff.com
www.gza.com



ATTACHMENT G

September 3, 2025

Mr. Christopher J. Ott, P.E., CPII
Project Manager
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Via Email: COtt@eeiweb.com

Re: Phase I Environmental Services: Hydraulic Avenue Improvements
Yorkville, Kendall County, Illinois
Proposal No.: 81.P013078.26

Dear Mr. Ott:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (GZA) is pleased to submit this proposal to Engineering Enterprises, Inc. (EEI or Client) to conduct Phase I environmental services for the proposed improvements project along Hydraulic Avenue in the City of Yorkville, Kendall County, Illinois (City). We understand the project involves reconstruction along Hydraulic Avenue with project limits extending from South Bridge Street to just east of Mill Street (approximately 1,000 feet) and including improvements along both Heustis Street and Mill Street from E Van Emmon Street to E Hydraulic Avenue (approximately 320 feet each roadway). Client has requested completion of a wetland and waterway/surface waters delineation and a Preliminary Environmental Site Assessment (PESA).

This proposal presents our: Project Understanding; Scope of Services; Level of Effort, Cost, and Schedule; and Proposal Acceptance. Terms and Conditions are included as an attachment.

1. PROJECT UNDERSTANDING

EEI provided the following documents that shall serve as our basis of understanding in preparing the attached scope and fee:

- Two pages of Plan Sheets from Illinois Transportation Enhancement Program (ITEP) Application, including Hydraulic Avenue Improvements (Sheet 1 of 2) and Heustis Street and Mill Street Improvements;
- Phase I Environmental Site Assessment – Three Parcels Near IL Route 47 & East van Emmon Street, dated October 31, 2012, by Terracon Consultants, Inc. (262-pages); and
- Email correspondence on August 29, 2025, with brief description of improvements.

Based on our understanding of the project, GZA has made the following assumptions and comments:

- The Hydraulic Avenue reconstruction improvements are part of a larger City of Yorkville Hydraulic District Revitalization Project associated with commercial businesses and recreational areas within the Hydraulic District.
- ITEP Funding is anticipated to be part of this project, and the project is to follow IDOT protocols;
- The project limits are estimated based on Client provided ITEP Application Figures;
- The scope of the project includes reconstruction of the existing road, installation of new curb, sidewalk removal and replacement, railroad crossing improvements and other related work;

- GZA will complete field delineation of wetlands, surface waters/waterways, and constructed stormwater features within the project limits, and will estimate wetland and surface waters/waterway boundaries 100 feet beyond the project limits; and
- Access to all areas within the project limits, as well as 100 feet beyond the project limits, to conduct field assessments will be provided by Client.

2. SCOPE OF SERVICES

Task 1 – Wetland and Surface Waters Delineation and Report

GZA understands that wetlands and constructed stormwater features may be located within or immediately adjacent to the project limits. GZA proposes to conduct a wetland and waterway/surface waters delineation for the proposed project within the designated project limits in accordance with:

- The February 25, 2022, edition of the USACE Chicago District Nationwide Permit (NWP) Program;
- The U.S. Army Corps of Engineers (USACE) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0), (Supplemental Wetland Manual);
- The City of Yorkville Municipal Code of Ordinances, Chapter 16 "Wetland Protection and Water Quality and Stormwater Management Benefits"; and
- The May 18, 2021, edition of the Kendall County Stormwater Management Ordinance (SMO) for any areas within the project limits located within Unincorporated, Kendall County.

Wetland permitting and mitigation coordination are not included in this scope of services.

Off-site Record/Document Review

The following records/documents will be reviewed prior to conducting the field investigation. Soils information will be reviewed to determine the soil types encountered during the delineation procedures. The sources to be reviewed and used include:

- Current and Historical Aerial Photographs;
- U.S. Geological Survey (USGS) Topographic Maps;
- Natural Resources Conservation Service (NRCS), Soil Survey of Kendall County;
- Hydric Soils of the United States;
- U.S. Fish and Wildlife Service (FWS), National Wetlands Inventory (NWI) Maps;
- Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM); and
- USGS Hydrologic Atlases.

Actively farmed agricultural land is not present within the project limits. Therefore, a farmed wetland determination (FWD) will not be required and is not included within this scope of services.

On-Site Investigation (Field Inventory)

GZA proposes to conduct on-site investigations of all potential wetlands, surface waters/waterways, and constructed stormwater features within the project limits. Proposed services include: the identification and delineation of wetlands; the determination of high-quality wetlands and surface waters as defined by the USACE. Wetland delineation field investigation activities include on-site testing for the presence of hydric soils, hydrophytic vegetation, and sufficient hydrology. A floristic quality assessment (FQA) will be conducted for identified wetlands. Functions of wetlands based on field observations will also be evaluated during the on-site investigation. Surface waters delineation field activities include

the determination of the Ordinary High-Water Mark (OHWM) of identified waterways. GZA will also estimate wetlands and/or surface waters boundaries present within 100 feet of the project limits. This is necessary to determine buffer boundaries that may extend into the project limits. The wetland and surface waters perimeters within the project limits will be surveyed by GZA using a Global Positioning System (GPS) unit.

Field delineations will be completed within the growing season for Kendall County, which is between approximately April 15th and October 15th. Delineations conducted outside this timeframe may be considered preliminary and insufficient for permitting purposes. If the delineation is completed outside of the growing season, additional field visits will be required, which are not included in this scope.

Wetland Report

Upon completion of the field delineation, a Wetland Delineation Report will be prepared summarizing the findings of the off-site record/document review and the on-site investigation. This report will be submitted to the Client as a PDF only. The Shapefiles of the wetland, waterway/surface waters, and constructed stormwater feature boundaries as surveyed in the field will also be provided to the Client via email. Specific items to be included in the report are as follows:

- Map showing the location, limits, and wetland boundaries within the project limits;
- Aerial photography depicting the appropriate limits of the delineated wetlands, surface waters/waterways, and constructed stormwater features;
- USACE data sheets with FQAs, as required;
- Farmed Wetland Determination (FWD) aerials and associated review information;
- Color photos of the wetlands and the data points; and
- Written description of wetland functional classification.

The wetland, surface waters/waterways, and constructed stormwater features boundary maps will be derived from the GPS survey of these features. Shapefiles for the surveyed areas will be provided to the Client digitally. The wetland and surface waters/waterway layers will be separated for use by the Client for their construction drawings.

Task 2 – Preliminary Environmental Site Assessment (PESA)

A PESA will be completed for local roads portions of the project corridor and the process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012).
- ASTM International (ASTM) standard 1527-21.
- Chapter 27-3 of the IDOT Bureau of Design and Environment (BDE) (December 2019) Manual. The IDOT BDE Manual was published in September 2012 and Revised August 2023.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416.
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

Sub-Task A. Historical Research

The site's historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

Sub-Task B. Site Evaluation
Current environmental features and conditions of sites adjacent to the right-of-way/project area will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties will also be evaluated in accordance with ASTM protocols.

Sub-Task C. Records Review
We propose obtaining a corridor specific database for this project. A records review will be conducted to determine potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area. Specifically, GZA will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the IEPA to obtain additional data pertaining to identified sites.

Sub-Task D. Report Preparation
One report summarizing the results of the evaluation will be prepared, including the following information:

a) The project location and description
b) Historical uses of corridor.
c) The area geology and hydrology.
d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, hazardous waste, and PCBs.
e) An analysis of the site inspection.
f) A summary of the findings regarding environmental concerns. This will include IDOT's BDE Manual Chapter 27-3, Special Waste Procedures, and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction or Demolition Debris management.

Task 3 – Project Administration

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, memo production and other in-house management activities, and project closeout. This task includes preparing a Health and Safety Plan as appropriate for the project and tasks.

Task 4 – QA/QC

Time under this task includes QA/QC time for the deliverables as described above.

3. LEVEL OF EFFORT, COST, AND SCHEDULE

The attached tables summarize the estimated cost to complete the project. The PESA work will commence within 5 days of the notice to proceed (NTP). The wetland and surface waters delineation will be completed during the growing season, between April 15th and October 15th, with an anticipated completion of the wetland delineation report within six weeks after completion of the field work. The PESA will require approximately six (6) weeks to complete. If an expedited schedule is necessary, GZA will coordinate with Client to establish a schedule that is appropriate for the project needs.

The estimated hours and costs for this scope of work are presented in the attached Cost Sheets in IDOT BLR 05514 CPFF format.

3. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. GZA's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of GZA. GZA would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to GZA. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,

Huff & Huff, Inc., a subsidiary of GZA

Jeremy J. Reynolds, P.G.
Associate Principal

Lailah Reich, PWS, CWS, ISA Arborist, DECI
Senior Technical Specialist

Attachments: Terms and Conditions, Client Provided Information, Cost Sheets

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of **ENGINEERING ENTERPRISES, INC.**.

By: _____ Title: _____

Printed/Typed Name: _____ Date: _____

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.

ATTACHMENT A

TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2025 by GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and You, the Client, named in the Proposal. If the attached GZA Proposal is styled as a Master Services Agreement, then these Terms and Conditions will apply to any and all Services ordered by you and performed by GZA.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION", "LIMITATION OF REMEDIES" AND "DISPUTES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.

1) **Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you (the "Services"). Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order. All Services performed by GZA will be governed by this Agreement, even if performed prior to your execution of the Proposal.
2) **Term.** If the attached GZA proposal is styled as a Master Services Agreement, then the term of this Agreement will begin on the date of execution of the proposal (the "Effective Date"), and either party may terminate this Agreement for convenience upon thirty (30) days' written notice, provided that GZA will be paid for all services performed through the date of termination.
3) **Standard of Care; Warranties.**
   a) GZA will perform professional Services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. GZA's sole responsibility with regard to Services which do not meet the foregoing standard of care is to reperform such Services, at GZA's expense, but only if you provide GZA written notice of such non-conformity within ninety (90) days after completion of the Services.
   b) **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S REPORTS OR OTHER CONDUCT.**
   c) GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
4) **Payment.**
   a) Except as otherwise stated in the Proposal, you will compensate GZA for the Services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
   b) Any retainer specified in GZA's Proposal shall be due prior to the start of Services and will be applied to the final invoice for Services.
   c) GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. You will notify GZA in writing of any invoice disputes within 10 days of the invoice date, and if no written notice of dispute is received, the invoice will be deemed approved in full. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate the Services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all Services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees (including costs for time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction). Any amounts paid by you to GZA will be applied first to interest and costs incurred by GZA, and then to the principal balance.
5) **Your Responsibilities.**
   a) If the Services involve entry onto a third-party property or otherwise require access to property you do not own or control, you will secure the access agreements, approvals, permits, licenses and consents necessary for performance of the Services, without GZA becoming a party to or otherwise being required to sign any such agreements, approvals, permits, licenses and consents. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site (including, if applicable, asbestos containing materials ["ACM"]) and other information that may be pertinent to the Services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. GZA is entitled to rely on the accuracy and completeness of documents and information you provide. You acknowledge that the quality of the Services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA.
   b) If you use the services of a contractor or construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the contractor or construction manager provisions obligating the latter:
      i) to defend, indemnify and hold harmless, to the fullest extent permitted by law, GZA, its affiliates and subsidiaries, and each of their officers, directors, members, partners, agents, insurers, employees, and subconsultants (the "GZA Indemnitees") and you, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, the construction manager, or any of their subcontractors or any engineer engaged by them;
      ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor or construction manager, or any of their subcontractors, and to ensure that such policies are primary and noncontributory with regard to the above indemnity obligations; and
      iii) to require that all of their subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
   c) In the event that you are unable to secure such provisions in the agreement(s) with the contractor or construction manager, you shall promptly (but in any event prior to the commencement of the Services) notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections. Failure to provide such notice will be a material breach of this Agreement.
   d) To the extent you are entitled to indemnification (either contractual or at common law) or are otherwise indemnified by the contractor or construction manager and/or their subcontractors, you agree to waive any claim (including without limitation indemnification or insurance claims) against GZA.
6) **Right of Entry; Site Restoration.** You grant GZA and its subcontractor(s) permission to enter the Site to perform the Services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the Services; you will provide reasonable verification on request; and you will indemnify the GZA Indemnitees for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. Although GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site, you acknowledge that some damage may occur even with the exercise of due care and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.

7) **Underground Facilities.** GZA's only responsibility under this Agreement will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
   a) that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or
   b) that are not correctly marked by the appropriate utility.

8) **Reliance.** The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the Services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA. YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE GZA INDEMNITEES FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY GZA AND SUCH LIMITED LICENSE TO YOU SHALL NOT CREATE ANY RIGHTS IN THIRD PARTIES.** However, in GZA's sole discretion, which may be withheld for any reason whatsoever, if you request that GZA extend reliance to a third party, then such reliance will be conditioned upon the third party's acceptance of such reliance on GZA's standard reliance terms and you will be obligated to pay GZA a reliance fee calculated as 10% of GZA's original fee for the report upon which reliance is being extended.

9) **Lab Tests and Samples.** GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.

10) **GZA Professionals.** GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, Certified Hazardous Materials Managers, or Certified Industrial Hygienists, collectively referred to in this section as "GZA Professionals"), whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the Services of GZA or other contractor/consultant(s), which audit may require additional Services, even though GZA and such GZA Professionals have each performed such Services in accordance with the standard of care set forth herein. You agree to compensate GZA for all Services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

11) **Hazardous Materials; GZA "Not a Generator".** Before any hazardous or contaminated materials, including, if applicable, ACMs (the "Wastes") are removed from the Site, you will sign manifests naming you as the generator of the Wastes (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any Wastes are taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any Wastes at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any Wastes at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold the GZA Indemnitees harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of any Wastes.

12) **Limits on GZA's Responsibility.** GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

13) **Changed Conditions.**
   a) You recognize the uncertainties related to the Services (including, without limitation, environmental and geotechnical Services), which often require a phased or exploratory approach, with the need for additional Services becoming apparent during the Services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
   b) If changed or unanticipated conditions or delays make additional Services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of Services, compensation and schedule.
   c) If no agreement can be reached, GZA will be entitled to terminate the Services and to be equitably compensated for the Services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.

14) **Documents and Information.** All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

15) **Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

16) **Confidentiality; Subpoenas.** Information about this Agreement and GZA's Services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform the Services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws, regulations, court orders and professional obligations. GZA will make reasonable efforts to give

you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the Services, at the rates set forth in the applicable Proposal, amendment or change order (including, without limitation, for outside counsel expenses incurred by GZA and/or time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction). Notwithstanding the foregoing, GZA shall be entitled to use your name and a general description of the Services in promotional materials.

17) **Insurance.** During performance of the Services, GZA will maintain workers' compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.

18) **Indemnification.** You agree to hold harmless, indemnify, and defend the GZA Indemnitees against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the Services, except to the extent they are caused by GZA's negligence or willful misconduct The duty to defend will be triggered upon a claim, suit, fine and/or penalty being alleged or threatened, and will only terminate when and to the extent GZA's proportion of negligence is finally adjudicated by a court of competent jurisdiction. If the foregoing indemnification is determined to be void or unenforceable as a matter of law, then it shall be automatically reformed to apply the original intent of the clause to the maximum extent permissible by law.

19) **Limitation of Remedies.**

a) To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates, parents and subsidiaries and subcontractors and each of their employees, insurers, principals, officers, directors, partners and agents (collectively referred to in this paragraph as "GZA") for all claims (arising in tort, by contract or otherwise, and specifically including any indemnification or contribution obligation owed by GZA, arising under contract or at common law, if any) arising out of this Agreement or in any way related to GZA's Services is limited to $50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.

b) You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.

c) Any claim (as described in 19(a)) against GZA related in any way to the Services provided pursuant to this Proposal, or the terms herein, is waived unless suit is commenced in a proper jurisdiction within one year of substantial completion of GZA's Services. This waiver may not be construed to extend any applicable statute of limitations.

d) GZA will not be liable for lost profits, loss of use of property, delays, contractual penalties or other special, indirect, incidental, consequential, punitive, exemplary, liquidated, or multiple damages. This includes but is not limited to fines and/or penalties and/or sanctions imposed by any local, state, or federal government, agency, or regulatory body.

e) GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.

f) You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent. To the extent damages are covered by property insurance or any other insurance, both you and GZA waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement. You or GZA, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

20) **Disputes.**

a) Subject to the provisions of 20(d) below, all disputes between you and GZA shall be subject to non-binding mediation.

b) Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.

c) The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.

d) No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitations period or the one-year waiver period described in 19(c) above would expire if suit were not filed prior to such forty-five (45) days after service of notice. However, where non-payment of an invoice has occurred and GZA sends you a final demand letter for payment, your failure to remit payment in full (including interest, costs, attorneys fees and all other charges permitted by Section 4(c)) within ten (10) days of receipt (or, for certified mail, the date of the first attempt to deliver the letter to your address of record if you ultimately do not accept receipt of the letter or the letter is otherwise undeliverable to your address of record with GZA or with the Secretary of State in the jurisdiction where you are organized) of such letter will be deemed to be a waiver of your right to enforce this mediation clause and GZA may immediately file suit to enforce the terms of this Agreement.

e) In the event GZA commences litigation to recover payment of an unpaid invoice, you shall not be permitted to interpose any counterclaim. Any claim against GZA which remains viable under the terms of this Agreement must instead be brought in a separate action against GZA, subject to the terms of this Agreement, including, without limitation, the pre-suit certification requirement contained in Section 20(g).

f) You agree to pay reasonable attorneys' fees and all other costs and expenses (including, but not limited to reasonable investigative expenses and expert and consultant expenses) which may be incurred by GZA in the enforcement of this Agreement in the event that (a) it is finally adjudicated by a court of competent jurisdiction that you have breached this Agreement; or (b) where you allege that GZA has breached this Agreement or otherwise acted negligently and it is finally adjudicated by a court of competent jurisdiction that GZA did not in fact breach this Agreement or act negligently. If for any reason it is adjudicated that the foregoing provision is in violation of applicable law, is subject to a state statute automatically converting this clause to be reciprocal between the parties, is contrary to public policy or is unconscionable or a contract of adhesion, then the foregoing clause will be null and void and of no effect. Under no circumstances shall the foregoing clause be replaced with a reciprocal clause.

g) You shall make no claim against GZA for professional negligent acts, errors, omissions and/or alleged breach of contract either directly, indirectly, as a counterclaim or crossclaim, or in a third party claim, unless you have first provided GZA with a written certification executed by an independent professional practicing in the same discipline as GZA and licensed in the jurisdiction in which GZA provided you its Services. This certification must (i) identify the name and license of the certifier, (ii) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of professional performing professional services under similar circumstances; and (iii) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation of the standard of care. This certificate must be provided to GZA no less than thirty (30) days prior to the submission of a formal claim.

h) With regard to Sections 5, 6, 8, 19 and 20 of this Agreement, the terms "claim", "any claim" and "all claims" shall be defined as broadly as legally possible, including without limitation any and all claims arising in contract (including indemnification obligations owed by GZA, if any), tort or by any other legal theory or argument.

21) Miscellaneous.

a) This Agreement and all claims relating thereto shall be governed by the substantive and procedural laws of the Commonwealth of Massachusetts, as they presently exist or may hereafter be amended, without regard to principles of conflict of laws.

b) The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the Services under this Agreement and the termination of the contract for any reason.

c) Any amendment to these Terms and Conditions must be in writing and signed by both parties. No modification of these Terms and Conditions will be binding against GZA unless specifically approved in writing by a principal of GZA.

d) Having received these Terms and Conditions, your oral authorization to commence Services, your acceptance of performance of the Services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.

e) This Agreement supersedes any contract terms, purchase orders or other documents issued by you, even if signed by an authorized representative of GZA.

f) Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.

g) Your failure or the failure of your successors or assigns to receive payment, reimbursement, insurance proceeds or grant funds from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.

h) These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.

i) Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect on the parties, who agree that the Agreement shall be reformed to replace such voided provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the voided provision.

j) The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

k) Any reports generated by GZA will be subject to GZA's standard report limitations for that particular type of report.

l) To the extent applicable to GZA's Services, you acknowledge and agree that GZA cannot anticipate the effects of climate change/extreme weather on any report, design or other document produced by GZA, unless such analysis is specifically within the scope of GZA's Services.

m) You agree that during the performance of GZA's Services and for a period of twelve (12) months completion of those Services, you will not encourage, induce, or otherwise solicit, or actively assist any other person or organization to encourage, induce or otherwise solicit, directly or indirectly, any employee of the GZA or any of its affiliates to terminate their employment with GZA or any of its affiliates, or otherwise interfere with the advantageous business relationship of GZA or any of its affiliates with their employees. You agree that if you violate this non-solicitation provision, you will pay GZA liquidated damages in an amount equal to the total earnings of the solicited employee during the last twelve (12) months of their employment with GZA.

n) This Agreement does not create any third-party beneficiaries and is intended for the benefit of the parties hereto and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, anyone else.

22) Asbestos Abatement Services (If Applicable). If the Services include asbestos abatement services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.

a) You acknowledge that conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of those conditions, despite due professional care. GZA therefore cannot guarantee specific results such as the identification or removal of all asbestos or other contamination.

23) Microbial Services (If Applicable). If the Services include Microbial services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement. For purposes of this Agreement, Microbial is defined as any and all fungal and/or bacterial growth including but not limited to mold, mildew, yeast, fungus, fungi, bacteria, spores, odors, particulates, vapors, gas, or other emissions produced by or arising out of or toxins emanating therefrom.

a) You recognize that meeting the standard of care does not establish an assurance that corrective procedures will be permanent. Because Microbial infestations are created by near-omnipresent living microscopic spores which grow very quickly and are influenced by nanoclimatological conditions that are very difficult to detect and sources of water intrusion, elevated moisture or relative humidity over which GZA has neither control or responsibility, GZA cannot and does not claim that its Services will eliminate the risk of a Microbial infestation recurring.

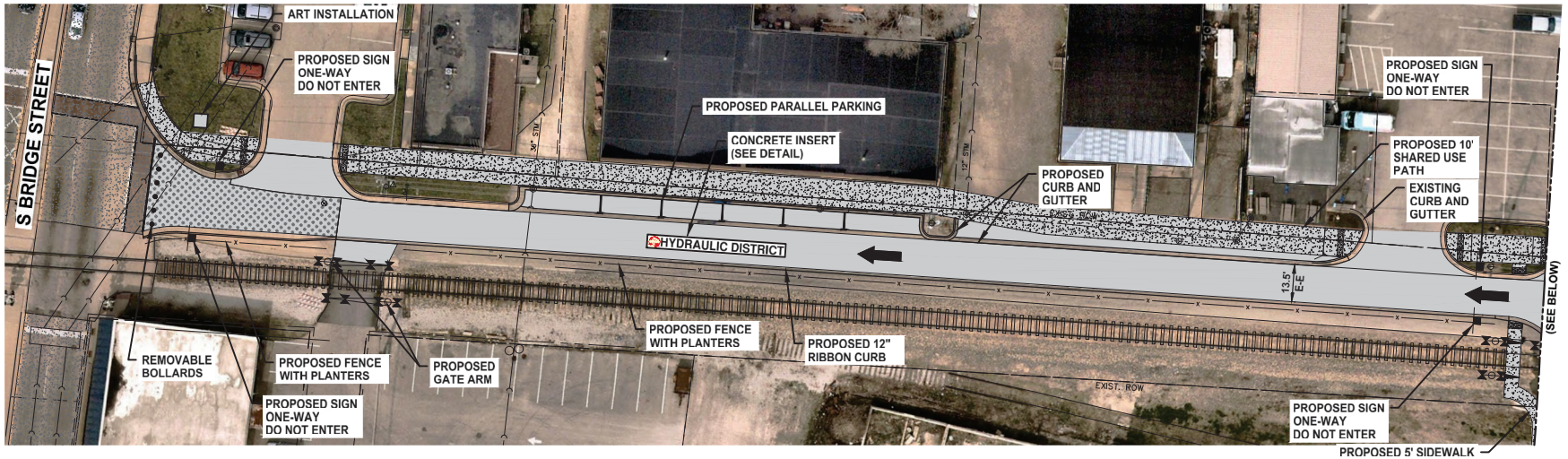
b) You acknowledge that the Services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due care. GZA therefore cannot guarantee specific results such as the identification of all contamination or other environmental conditions or problems nor their resolution.

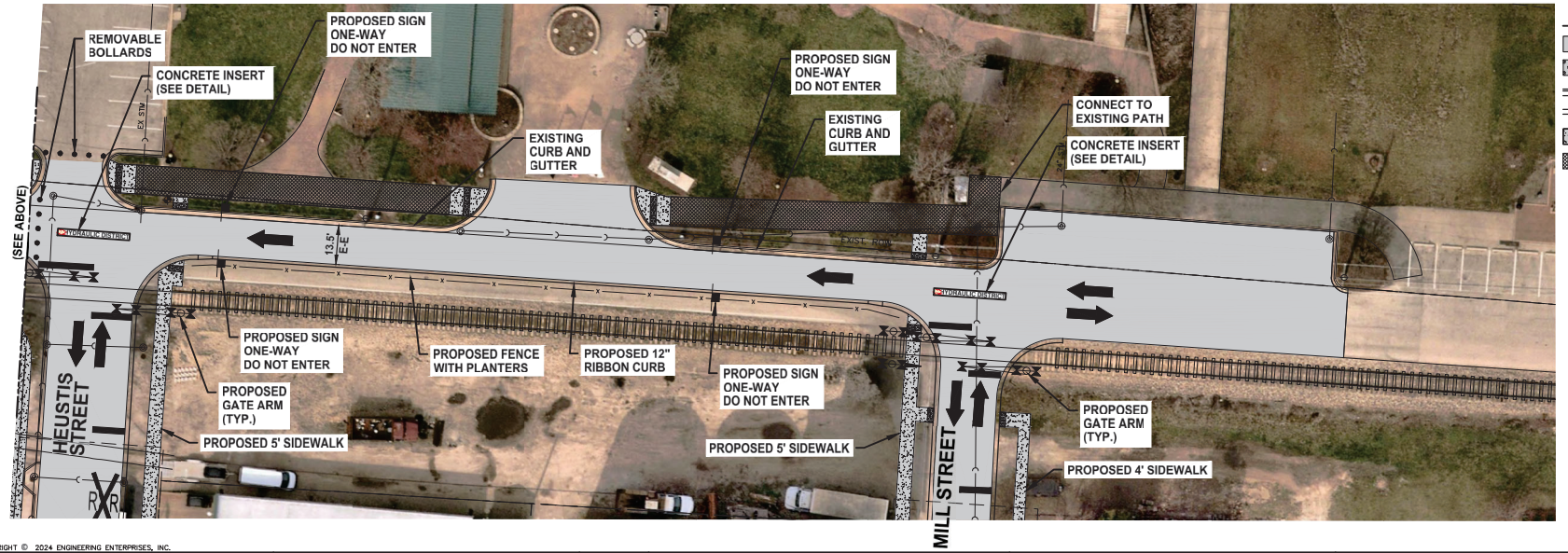
c) You acknowledge that Microbial infestations may be hidden from view and concealed in locations that are difficult to discover. Accordingly, you agree that despite GZA's efforts, some Microbial locations may remain undetected. In such situations, you agree that you will have no claim against GZA provided GZA followed the applicable standard of care and all applicable laws and regulations pertaining to the Work.

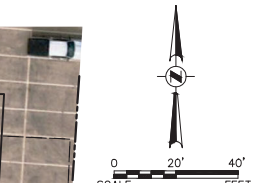
d) You further agree that when GZA performs Services intended to minimize the risk of Microbial infestations, GZA shall not be liable for damages resulting from Microbial contamination including but not limited to fungal or bacterial infestations and water damage or dry or wet rot. You agree to waive any Microbial infestation claim(s) against GZA and you agree to indemnify, defend and hold the GZA Indemnitees harmless from any claim alleging that GZA's Services caused or aggravated a Microbial infestation or did not prevent a Microbial infestation from recurring.

ATTACHMENT B

CLIENT PROVIDED INFORMATION







LEGEND

- PROP HMA PAVEMENT AND RESURFACING
- PORTLAND CEMENT PAVEMENT REMOVAL AND REPLACEMENT
- PROP COMB CONC CURB AND GUTTER
- PROP 12" RIBBON CURB
- PROP PORTLAND CEMENT CONCRETE SIDEWALK, 5"
- HOT-MIX ASPHALT SHARED USE PATH

SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

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

Bar = 1" When printed FULL size. Adjust stated scales to print size.

NO.	DATE	REVISIONS

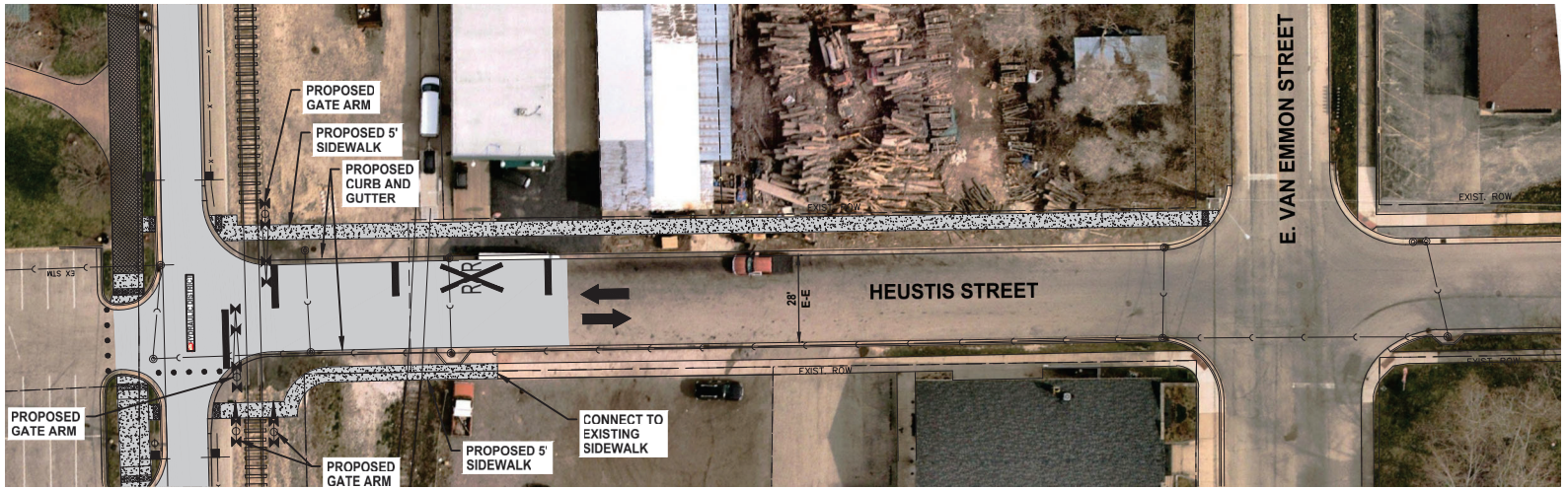
ITEP APPLICATION

HYDRAULIC AVENUE IMPROVEMENTS

DATE: SEPTEMBER 2024
PROJECT NO: YO2447
FILE: YO2447-PLAN
SHEET 1 OF 2

Plotted: September 5, 2024 @ 10:36 AM By: Jim Schmidt - Tab: Hydraulic Ave - 22x34

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SCALE FEET

LEGEND

- PROP HMA PAVEMENT AND RESURFACING
- PORTLAND CEMENT PAVEMENT REMOVAL AND REPLACEMENT
- PROP COMB CONC CURB AND GUTTER
- PROP 12" RIBBON CURB
- PROP PORTLAND CEMENT CONCRETE SIDEWALK, 5"
- HOT-MIX ASPHALT SHARED USE PATH

HYDRAULIC DISTRICT

CONCRETE INSERT DETAIL

SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

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

Bar = 1" When printed FULL size. Adjust stated scales to print size.

NO.	DATE	REVISIONS

ITEP APPLICATION

HEUSTIS STREET AND MILL STREET IMPROVEMENTS

DATE: SEPTEMBER 2024
PROJECT NO: YO2447
FILE: YO2447-PLAN
SHEET 2 OF 2

Plotted: September 5, 2024 @ 8:54 AM By: Jim Schmidt - Tab: Heustis&Mill Street - 22x34

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ATTACHMENT C

COST SHEETS

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Yorkville	Kendall	

Prime Consultant (Firm) Name	Prepared By	Date
Engineering Enterprises, Inc.	JJR/LRR	8/15/2025

Consultant / Subconsultant Name	Job Number
Huff & Huff, Inc., a subsidiary of GZA, Inc.	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Hydraulic Avenue Improvements - Phase I Environmental Services (Wetlands and PESA)

PAYROLL ESCALATION TABLE

CONTRACT TERM	18	MONTHS	OVERHEAD RATE	184.39%
START DATE	10/1/2025		COMPLEXITY FACTOR	0
RAISE DATE	3/1/2026		% OF RAISE	3.00%
END DATE	3/31/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/1/2025	3/1/2026	5	27.78%
1	3/2/2026	3/1/2027	12	68.67%

The total escalation = 2.34%

Local Public Agency	County	Section Number
City of Yorkville	Kendall	

Consultant / Subconsultant Name	Job Number
Huff & Huff, Inc., a subsidiary of GZA, Inc.	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**2.34%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	$90.00	$90.00
Associate Principal II	$78.91	$80.76
Associate Principal I	$72.41	$74.10
Senior Consultant I	$64.97	$66.49
Senior Project Manager III	$75.84	$77.61
Senior Project Manager II	$63.84	$65.33
Senior Project Manager I	$59.95	$61.35
Senior Landscape Architect	$63.40	$64.88
Senior Planning PM	$61.44	$62.88
Senior Technical Specialist II	$63.69	$65.18
Senior Technical Specialist I	$56.07	$57.38
CADD Designer	$45.27	$46.33
Scientist PM II	$54.41	$55.68
Scientist PM I	$47.56	$48.67
Assistant PM Scientist	$39.33	$40.25
Environmental Engineer PM II	$52.00	$53.22
Environmental Engineer PM I	$48.90	$50.04
Geotechnical Engineer PM I	$52.74	$53.97
Assistant PM Engineer I	$41.12	$42.08
Engineer I	$36.84	$37.70
Scientist SI	$35.69	$36.52
Scientist SII	$31.95	$32.70
Technical Graphics Technician	$29.42	$30.11
Architectural Historian	$42.20	$43.19
Administrative Executive	$54.99	$56.28
Administrative Manager	$46.97	$48.07
Senior Administrative Assistant	$37.90	$38.79

Local Public Agency	County	Section Number
City of Yorkville	Kendall	

Consultant / Subconsultant Name	Job Number
Huff & Huff, Inc., a subsidiary of GZA, Inc.	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant

Local Public Agency	County	Section Number
City of Yorkville	Kendall	

Consultant / Subconsultant Name	Job Number
Huff & Huff, Inc., a subsidiary of GZA, Inc.	

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	180	$0.70	$126.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost	4	$3.00	$12.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Field Kit	Daily Rate	2	$35.00	$70.00
ERIS E4 Database	Actual Cost	1	$350.00	$350.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$558.00**

Local Public Agency
City of Yorkville

County
Kendall

Section Number

Consultant / Subconsultant Name
Huff & Huff, Inc., a subsidiary of GZA, Inc.

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 184.39%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Wetland/WOUS Delineation & Report	69	19	957	1,765	316	0	3,038	27.78%
PESA	489	47	1,615	2,978	533	0	5,126	46.87%
Project Administration	0	3.5	218	402	72	0	692	6.33%
QAQC	0	6.5	480	885	158	0	1,523	13.93%
Subconsultant DL							$0.00	
Direct Costs Total ===>	$558.00						**$558.00**	5.10%
TOTALS		76	3,270	6,030	1,079	-	10,937	100.00%

9,300

Local Public Agency
City of Yorkville

County
Kendall

Section Number

Consultant / Subconsultant Name
Huff & Huff, Inc., a subsidiary of GZA, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Wetland/WOUS Delineation & Report			PESA			Project Administration			QAQC					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00	0.0																	
Associate Principal II	80.76	2.5	3.29%	2.66							1	28.57%	23.07	1.5	23.08%	18.64			
Associate Principal I	74.10	3.5	4.61%	3.41										3.5	53.85%	39.90			
Senior Consultant I	66.49	12.5	16.45%	10.94	10	52.63%	34.99				1	28.57%	19.00	1.5	23.08%	15.34			
Senior Project Manager III	77.61	0.0																	
Senior Project Manager II	65.33	0.0																	
Senior Project Manager I	61.35	0.5	0.66%	0.40							0.5	14.29%	8.76						
Senior Landscape Architect	64.88	0.0																	
Senior Planning PM	62.88	0.0																	
Senior Technical Specialist II	65.18	0.0																	
Senior Technical Specialist I	57.38	0.0																	
CADD Designer	46.33	0.0																	
Scientist PM II	55.68	0.0																	
Scientist PM I	48.67	0.0																	
Assistant PM Scientist	40.25	3.0	3.95%	1.59				2	4.26%	1.71	1	28.57%	11.50						
Environmental Engineer PM II	53.22	0.0																	
Environmental Engineer PM I	50.04	0.0																	
Geotechnical Engineer PM I	53.97	0.0																	
Assistant PM Engineer I	42.08	0.0																	
Engineer I	37.70	0.0																	
Scientist SI	36.52	21.0	27.63%	10.09	2	10.53%	3.84	19	40.43%	14.77									
Scientist SII	32.70	19.0	25.00%	8.17				19	40.43%	13.22									
Technical Graphics Technician	30.11	12.0	15.79%	4.75	6	31.58%	9.51	6	12.77%	3.84									
Architectural Historian	43.19	0.0																	
Administrative Executive	56.28	0.0																	
Administrative Manager	48.07	0.0																	
Senior Administrative Assistant	38.79	2.0	2.63%	1.02	1	5.26%	2.04	1	2.13%	0.83									
TOTALS		76.0	100%	$43.04	19.0	100.00%	$50.39	47.0	100%	$34.36	3.5	100%	$62.33	6.5	100%	$73.88	0.0	0%	$0.00

rubino ENGINEERING INC.

September 4, 2025

To: Christopher J. Ott, PE. CPII
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
P: 630.466.6757

Re: Proposal - Geotechnical Exploration
Proposed Hydraulic Avenue
Improvements in Yorkville, Illinois

Proposal No. Q25.474g

Via email: cott@eeiweb.com

Dear Mr. Ott,

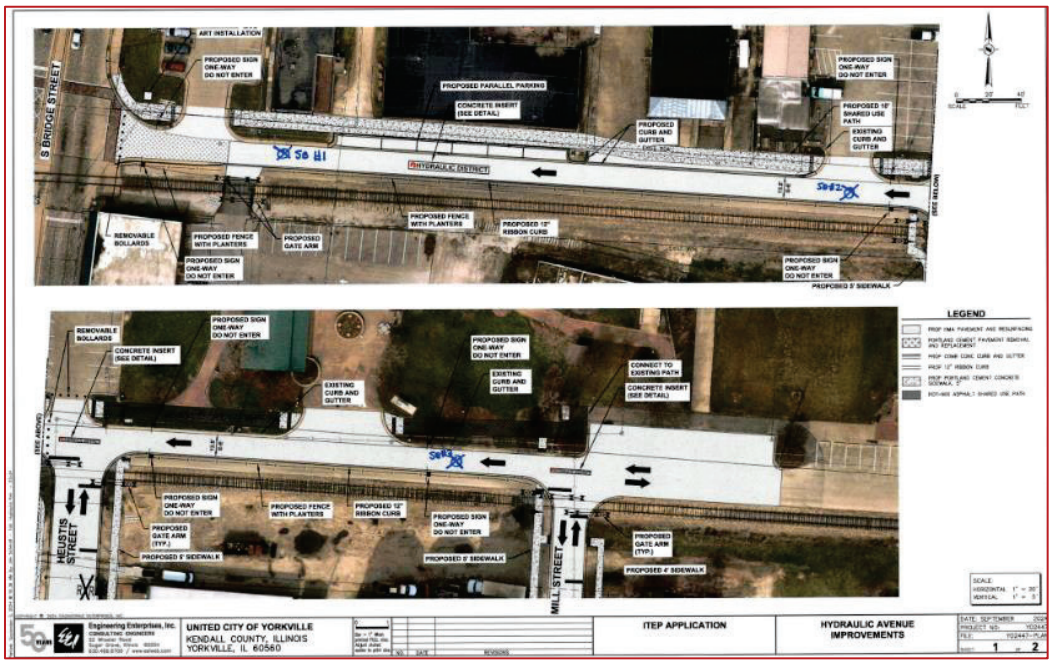
Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Christopher J. Ott, PE. CPII of Engineering Enterprises, Inc. (EEI) via email on August 29th, 2025.

PROJECT UNDERSTANDING

Rubino understands that EEI is planning to aid the City of Yorkville in the improvements to Hydraulic Avenue in Yorkville, Illinois.

Information received:

- RFP email from Christopher J. Ott, PE. CPII of Engineering Enterprises, Inc. on August 29th, 2025.
- Project Location Drawing – "061e0423-e46f-409c-86d7-2f50ecd75421" (Shown Below)



Field Services Scope of Services Summary Additional Scope discussion can be found in subsequent pages of this proposal	
Client Notification Needed prior to mobilization	Please notify Rubino if this is needed upon project authorization
Site Access	Open site
Field Equipment Proposed	Track-mounted Geoprobe Drill Rig
Traffic Control Needs	Flaggers
Boring Location Plan	See below for aerial / KMZ
Soil Sampling Intervals	SPT – 2 ½ ft to 10 feet
Backfill Needs	Cuttings, excess spoils remain on site
Patching	Cold Patch
Groundwater Readings	During drilling and upon auger removal

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. Rubino proposes the drilling scope of work as detailed below:

NUMBER OF BORINGS WITH	DEPTH (FEET BEG*)	LOCATION ON SITE	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
3	10	E Hydraulic Avenue (B-01, B-02, B-03)	2 ½ ft to 10 ft	USCS
1	10	Heustis Avenue (B-04)		
1	10	Mill Street (B-05)		
5 Total Borings	**50 Total Lineal Feet**			

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES DISCUSSION

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

Site Access

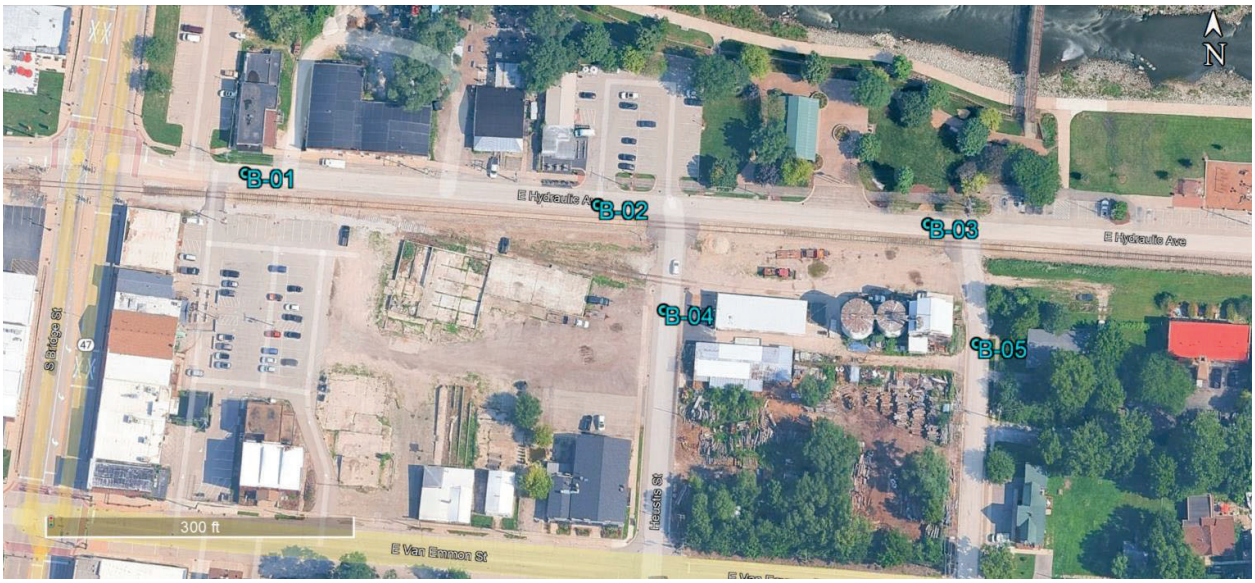
Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment.

Traffic Control

Rubino anticipates that traffic control will be necessary along Hydraulic Avenue. Rubino will subcontract a traffic control company to provide flaggers.

Boring Locations

The approximate proposed boring locations are shown below. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.



SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 10 feet.

Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

Laboratory Test	Estimated Quantity	Sample Type
Natural Moisture Content	20	Split spoon
Atterberg Limits	1	Split spoon

GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Geotechnical recommendations pertaining to:*
  - *Subgrade preparation*
  - *Subgrade Stability*
  - *Estimated IBV value at each boring location*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to Engineering Enterprises, Inc..

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	5 – 10
Field work including site layout and drilling	2
Geo Laboratory Testing	5 – 10
CCDD Lab Testing	8 – 12
CCDD and Geo Reporting	5 - 10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility “One-Call” for public utility clearance prior to the start of drilling activities. It is Rubino’s experience that this service does not mark the locations of

privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

Subsurface Exploration	Boring Layout / Utility / PM	$ 850.00	Lump sum
	Drill Rig Mobilization and Drilling	$ 3,800.00	Lump sum
	Traffic Control – Flaggers	$ 2,100.00	Per day
Lab	Geotechnical Lab Tests as described above	$ 275.00	Lump sum
Reporting	Preparation of the Geotechnical Report	$ 1,850.00	Lump sum
		$8,875.00	**Grand Total**

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.

Michelle A. Lipinski, PE
President
michelle.lipinski@rubinoeng.com

Anthony T. Tomaras, PG
Project Manager
anthony@rubinoeng.com

Prepared By: Jonathan Ignarski, jonathan@rubinoeng.com

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

MAL/file

Attachments: Proposal Acceptance and Data Sheet
Schedule of Services and Fees
General Conditions

**This is an electronic copy. Hard Copies of this proposal are available upon request.

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ **DAY OF** _____ **, 202__.**

BY *(please print)*: _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.:_____
5. Site Contact:_____ Telephone No.:_____
6. Number and Distribution of Reports:

( ) Copies To: _____ ( ) Copies To: _____

_____ _____

_____ _____

Attn: _____ Attn:_____

Email: _____ **Email:** _____

( ) Copies To: _____ ( ) Copies To: _____

_____ _____

_____ _____

Attn: _____ Attn:_____

Email: _____ **Email:** _____

7. Invoicing Address: _____

_____

_____

Attn: _____

Email: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

_____

_____

Rubino Engineering, Inc.
2025 Schedule of Geotechnical Services & Fees

ENGINEERING

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	$	185.00
Project Engineer/Manager	Per Hour	$	135.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	$	115.00

SUBSURFACE EXPLORATION

Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	$	650.00
Hourly Rate Drilling	Per Hour	$	475.00
Thin Wall Tubes (ASTM D-1587)	Each	$	50.00

LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	$	8.90
Atterberg Limits Determination (LL, PL)	Each	$	65.00

FEE REMARKS

1) All fees and services are provided in accordance with the attached Rubino General Conditions.
2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
4) All rates are billed on a portal-to-portal basis.
5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
6) Transportation and per diem are charged at the applicable rates.
7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
8) A minimum charge of 4 hours applies to field testing and observation services.
9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
10) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
11) The minimum billing increment for time is a half hour.
12) A project set-up charge of a minimum of two hours applies to all projects.
13) Professional services rates are exclusive of expert deposition or testimony time.
14) Drilling and field service rates are based on OSHA Level D personnel protection.
15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577 RUBINENG

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 9/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Laurie Cloninger
USI Ins Srvcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: AEcertificates@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Company	13056
INSURER B : Pacific Insurance Company, Limited	10046
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Rubino Engineering, Inc.
425 Shepard Dr
Elgin, IL 60123

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			PSB0003777	09/01/2024	09/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PSA0001881	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			PSE0002142	09/01/2024	09/01/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PSW0002789	09/01/2024	09/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
B	Professional Liability			83OH056719924	09/01/2024	09/01/2025	$2,000,000 each claim / $4,000,000 annual aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability is written on a 'claims made' policy form.
Some or all officers are excluded from Workers Compensation coverage.

CERTIFICATE HOLDER
Rubino Engineering, Inc.
425 Shepard Dr.
Elgin, IL 60123

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
#S46128240/M46082929 DBDZP

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall by brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, loses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO $10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Rubino Engineering, Inc.

PRELIMINARY COST ESTIMATE

JOB NO:	YO2447-C
DESIGNED:	CJO
DATE:	September 4, 2024
PROJECT TITLE:	**Hydraulic Avenue Improvements - ITEP Application**

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	EARTH EXCAVATION	CU YD	1,500	$ 45.00	$ 67,500.00
2	PERIMETER EROSION BARRIER	FOOT	1,830	$ 4.00	$ 7,320.00
3	INLET FILTERS	EACH	18	$ 200.00	$ 3,600.00
4	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	3,040	$ 25.00	$ 76,000.00
5	AGGREGATE BASE COURSE, TYPE B, 4"	SQ YD	1,170	$ 15.00	$ 17,550.00
6	AGGREGATE BASE COURSE, TYPE B, 8"	SQ YD	290	$ 20.00	$ 5,800.00
7	BITUMINOUS MATERIALS (PRIME COAT)	POUND	5,940	$ 0.25	$ 1,485.00
8	BITUMINOUS MATERIALS (TACK COAT)	POUND	600	$ 0.10	$ 60.00
9	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	610	$ 95.00	$ 57,950.00
10	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50	TON	310	$ 110.00	$ 34,100.00
11	PORTLAND CEMENT CONCRETE PAVEMENT, 8"	SQ YD	190	$ 125.00	$ 23,750.00
12	PORTLAND CEMENT CONCRETE SIDEWALK, 6"	SQ FT	9,550	$ 10.00	$ 95,500.00
13	DETECTABLE WARNINGS	SQ FT	200	$ 40.00	$ 8,000.00
14	PAVEMENT REMOVAL	SQ YD	3,900	$ 12.00	$ 46,800.00
15	COMBINATION CURB AND GUTTER REMOVAL	FOOT	657	$ 6.00	$ 3,942.00
16	SIDEWALK REMOVAL	SQ FT	6,450	$ 2.00	$ 12,900.00
17	DRAINAGE IMPROVEMENTS	L SUM	1	$ 50,000.00	$ 50,000.00
18	MANHOLES TO BE ADJUSTED WITH NEW FRAME AND LID	EACH	9	$ 1,500.00	$ 13,500.00
19	INLETS TO BE ADJUSTED WITH NEW FRAME AND GRATE	EACH	9	$ 1,000.00	$ 9,000.00
20	SANITARY MANHOLES TO BE ADJUSTED WITH NEW FRAME AND LID	EACH	2	$ 2,500.00	$ 5,000.00
21	VALVE BOXES TO BE ADJUSTED	EACH	1	$ 500.00	$ 500.00
22	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1,367	$ 40.00	$ 54,680.00
23	CONCRETE RIBBON CURB	FOOT	720	$ 35.00	$ 25,200.00
24	NON-SPECIAL WASTE DISPOSAL	CU YD	750	$ 100.00	$ 75,000.00
25	REGULATED SUBSTANCE PRE-CONSTRUCTION PLAN	EACH	1	$ 3,000.00	$ 3,000.00
26	SOIL DISPOSAL ANALYSIS	EACH	2	$ 1,500.00	$ 3,000.00
27	REGULATED SUBSTANCES MONITORING	CAL DAY	20	$ 1,000.00	$ 20,000.00
28	REGULATED SUBSTANCE FINAL CONSTRUCTION REPORT	EACH	1	$ 2,000.00	$ 2,000.00
29	MOBILIZATION	L SUM	1	$ 100,000.00	$ 100,000.00
30	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	$ 50,000.00	$ 50,000.00
31	CHANGEABLE MESSAGE SIGN	CAL DAY	120	$ 75.00	$ 9,000.00
32	ROADWAY SIGNAGE	L SUM	1	$ 7,500.00	$ 7,500.00
33	PAVEMENT STRIPING	L SUM	1	$ 7,500.00	$ 7,500.00
34	DECORATIVE STREET LIGHTS (INCLUDES FOUNDATION, CONDUIT AND WIRE)	EACH	10	$ 21,000.00	$ 210,000.00
35	LIGHTING CONTROLLER, COMPLETE	EACH	1	$ 25,000.00	$ 25,000.00
36	HOT-MIX ASPHALT SHARED USE PATH	TON	50	$ 200.00	$ 10,000.00
37	HOT-MIX ASPHALT DRIVEWAY, 3"	SQ YD	210	$ 40.00	$ 8,400.00
38	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	1	$ 5,000.00	$ 5,000.00
39	RAILROAD FLAGGERS	CAL DAY	25	$ 1,500.00	$ 37,500.00
40	RAILROAD CROSSING IMPROVEMENTS (INCLUDES GATES AND PCC CROSSING)	EACH	3	$ 300,000.00	$ 900,000.00
41	RESTORATION	SQ YD	1,920	$ 15.00	$ 28,800.00
42	LANDSCAPE IMPROVEMENTS	L SUM	1	$ 50,000.00	$ 50,000.00
43	ART INSTALLATION	L SUM	1	$ 25,000.00	$ 25,000.00
44	CONCRETE INSERTS	L SUM	1	$ 80,000.00	$ 80,000.00
45	REMOVABLE BOLLARS	L SUM	1	$ 7,500.00	$ 7,500.00
46	DECORATIVE FENCE INSTALLATION	FOOT	695	$ 100.00	$ 69,500.00

SUBTOTAL	$	2,353,837.00
CONTINGENCY (25%)	$	589,000.00
PRELIMINARY TOTAL W/ CONTINGENCY	$	2,942,837.00
PRELIMINARY TOTAL W/ CONTINGENCY & INFLATION (4%) (2028)	$	3,310,300.00
PHASE I ENGINEERING	$	270,000.00
PHASE II ENGINEERING	$	330,000.00
PHASE III ENGINEERING	$	400,000.00
TOTAL PRELIMINARY COST ESTIMATE	**$**	**4,310,300.00**

52 Wheeler Road, Sugar Grove, IL 60554 Tel: 630.466.6700 Fax: 630.466.6701 www.eeiweb.com

Ordinance No. 2025-____

AN ORDINANCE AUTHORIZING THE FOURTH AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2025 AND ENDING ON APRIL 30, 2026

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

WHEREAS, pursuant to 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2025-28 on April 8, 2025 adopting an annual budget for the fiscal year commencing on May 1, 2025 and ending on April 30, 2026; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the United City of Yorkville may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision; and,

WHEREAS, funds are available to effectuate the purpose of this revision.

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 amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the Downtown TIF fund with respect to the United City of Yorkville's 2025-2026 Budget are hereby approved.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval according to law.

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

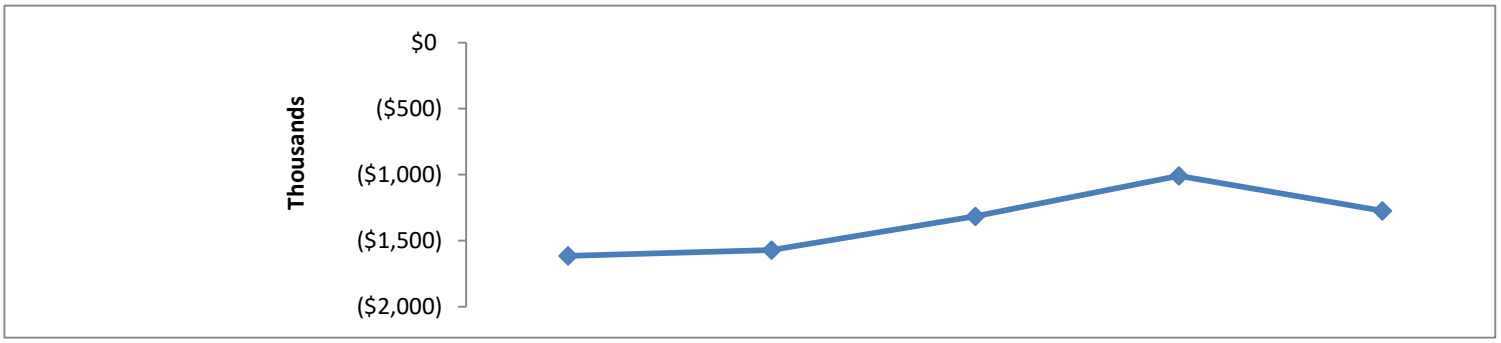
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CITY CLERK

Schedule A

DOWNTOWN TIF FUND (88)

	FY 2023 Actual	FY 2024 Actual	Unaudited FY 2025 Budget	FY 2026 Adopted Budget	FY 2026 Amended Budget
Revenue					
Taxes	$ 100,932	$ 121,458	$ 224,315	$ 396,672	$ 396,672
Miscellaneous	-	-	175,604	-	-
Total Revenue	**$ 100,932**	**$ 121,458**	**$ 399,919**	**$ 396,672**	**$ 396,672**
Expenditures					
Contractual Services	$ 72,810	$ 77,041	$ 109,957	$ 83,822	$ 83,822
Capital Outlay	3,120	-	34,856	5,000	270,000
Total Expenditures	**$ 75,930**	**$ 77,041**	**$ 144,813**	**$ 88,822**	**$ 353,822**
Surplus (Deficit)	$ 25,002	$ 44,417	$ 255,106	$ 307,850	$ 42,850
Ending Fund Balance	**$ (1,614,928)**	**$ (1,570,512)**	**$ (1,315,406)**	**$ (1,008,841)**	**$ (1,272,556)**



United City of Yorkville
Downtown TIF Fund

88

DOWNTOWN TIF FUND REVENUE

Account		FY 2023 Actual	FY 2024 Actual	Unaudited FY 2025 Budget	FY 2026 Adopted Budget	FY 2026 Amended Budget
Taxes						
88-000-40-00-4000	PROPERTY TAXES	$ 100,932	$ 121,458	$ 224,315	$ 396,672	$ 396,672
Total:	**Taxes**	**$ 100,932**	**$ 121,458**	**$ 224,315**	**$ 396,672**	**$ 396,672**
Other Financing Sources						
88-000-49-00-4910	SALE OF CAPITAL ASSETS	$ -	$ -	$ 175,604	$ -	$ -
Total:	**Other Financing Sources**	**$ -**	**$ -**	**$ 175,604**	**$ -**	**$ -**
Total:	**DOWNTOWN TIF REVENUE**	**$ 100,932**	**$ 121,458**	**$ 399,919**	**$ 396,672**	**$ 396,672**

United City of Yorkville
Downtown TIF Fund

880

DOWNTOWN TIF FUND EXPENDITURES

Account		FY 2023 Actual	FY 2024 Actual	Unaudited FY 2025 Budget	FY 2026 Adopted Budget	FY 2026 Amended Budget
Contractual Services						
88-880-54-00-5401	ADMINISTRATIVE CHARGEBACK	$ 31,102	$ 32,129	$ 32,046	$ 12,258	$ 12,258
88-880-54-00-5425	TIF INCENTIVE PAYOUT	37,835	41,812	66,772	69,064	69,064
88-880-54-00-5462	PROFESSIONAL SERVICES	3,873	3,100	11,139	2,500	2,500
	Total: Contractual Services	**$ 72,810**	**$ 77,041**	**$ 109,957**	**$ 83,822**	**$ 83,822**
Capital Outlay						
88-880-60-00-6000	PROJECT COSTS	$ -	$ -	$ 34,856	$ 5,000	$ 270,000
88-880-60-00-6079	ROUTE 47 EXPANSION	3,120	-	-	-	-
	Total: Capital Outlay	**$ 3,120**	**$ -**	**$ 34,856**	**$ 5,000**	**$ 270,000**
	Total: DOWNTOWN TIF EXPENDITURES	**$ 75,930**	**$ 77,041**	**$ 144,813**	**$ 88,822**	**$ 353,822**

Reviewed By:	
Legal	☐
Finance	☐
Engineer	■
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Public Works Committee #3

Tracking Number

PW 2025-93

Agenda Item Summary Memo

Title: Moda Homes – Call of Performance Bonds

Meeting and Date: City Council – September 23, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 9/16/25 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-93

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti J. Barksdale-Noble, AICP (Name) Community Development (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/320/City-Council

Memorandum

To: Public Works Committee
From: Krysti J. Barksdale-Noble, Director of Community Development
CC: Bart Olson, City Administrator
Brad Sanderson, EEI
Date: September 11, 2025
Subject: **Bristol Bay – Units 10, 12 and 13**
Call of Performance Bonds

Summary

Staff is seeking authorization from the City Council to call performance guarantee bonds held by the City for the completion of certain public improvements within Units 10, 12 and 13 of the Bristol Bay subdivision. The City currently has the following three (3) bonds: United States Fire Insurance Company Bond No. 6213020364 (Unit 10) in the amount of $486,992.50; United States Fire Insurance Company Bond No. 6213020373 (Unit 12) in the amount of $217,452.00; and United States Fire Insurance Company Bond No. 6213017205 in the amount of $1,053,328.16, collectively totaling $1,757,772.66. The City has previously approved partial bond reductions within these units of the Bristol Bay subdivision reducing the original bond totals from approximately $5.5 million to its current collective total value. However, no infrastructure has been accepted by the City.

Background

As the committee may recall, the developer for Bristol Bay Unis 10, 12 and 13, is Troy Mertz of Moda Homes. In 2019, Moda Homes took over ownership from national home builder, Pulte Homes, to complete the approved master planned residential subdivision consisting of townhomes, condominiums (multi-family), and single-family dwelling units. While construction began in 2022 within each of these units, multiple homesites remain unfinished/undeveloped and public infrastructure remains incomplete.

The United City of Yorkville, through its City Attorney and consulting engineer (Engineering Enterprises, Inc. – EEI), has issued multiple notices to Moda Homes regarding the completion of required public infrastructure improvements which is secured by a subdivision bond to ensure timely and proper completion of improvements.

Despite repeated requests for updates and completion schedules, the developer has not responded to EEI or the City. The lack of response constitutes noncompliance with the Unified Development Ordinance (UDO) and places each subdivision in default, thereby triggering the City's right to call the bonds.

Subdivision Status

Below is a summary of each unit's status within the subdivision which correlates to the attached packet materials:

Bristol Bay Unit 10

- **Bond:** Subdivision Bond No. 6213020364

- **Obligations:** Completion of all public infrastructure improvements required by the approved plans.
- **Deadline:** On July 21, 2025, EEI requested a status report and updated completion schedule by July 30, 2025.
- **Formal Notice:** On August 22, 2025, the City Attorney provided notice to developer that failure to comply with EEI's request for a status report may result in a call of the subdivision bond.
- **Status:** No response received from developer as of September 11, 2025.

Bristol Bay Unit 12

- **Bond:** Subdivision Bond No. 6213020373
- **Obligations:** Completion of all public infrastructure improvements required by the approved plans.
- **Deadline:** On July 21, 2025, EEI requested a status report and updated completion schedule by July 30, 2025.
- **Formal Notice:** On August 22, 2025, the City Attorney provided notice to developer that failure to comply with EEI's request for a status report may result in a call of the subdivision bond.
- **Status:** No response received from developer as of September 11, 2025.

Bristol Bay Unit 13

- **Bond:** Subdivision Bond No. 6213017205
- **Obligations:** Completion of all public infrastructure improvements identified in EEI's punch list.
- **Deadline:** On July 10, 2025, EEI issued a punch list letter requiring a completion schedule by August 1, 2025.
- **Formal Notice:** On August 22, 2025, the City Attorney provided notice to developer that failure to comply with EEI's request for a status report may result in a call of the subdivision bond.
- **Status:** No response received from developer as of September 11, 2025.

Staff Recommendation

The City has determined that the public improvements or other improvements covered by the bonds have not been or are not likely to be completed by the developer, Moda Homes. Therefore, it is the recommendation of staff and the City Attorney to call the subdivision bonds and initiate completion of the outstanding infrastructure.

Should the City Council authorize Staff to call the bonds, a notification letter to the respective surety companies will be drafted and sent via certified mail immediately.

Attachments

1. Bristol Bay Unit 10 Packet
2. Bristol Bay Unit 12 Packet
3. Bristol Bay Unit 13 Packet

Resolution No. 2025-_____

A RESOLUTION AUTHORIZING THE CALL OF THE SUBDIVISION BONDS ON BRISTOL BAY SUBDIVISION UNITS 10, 12 AND 13

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "City") is a non home rule municipality pursuant to the Illinois Constitution of 1970 and the laws of this State; and

WHEREAS, Moda Homes LLC, an Illinois limited liability company ("Moda"), is the owner and/or developer of Bristol Bay Subdivision Units 10, 12 and 13 (collectively, the "Subdivisions"), in the United City of Yorkville, Kendall County, Illinois; and

WHEREAS, Moda provided a guarantee and surety to the City for the completion and maintenance of certain public improvements (the "Subdivision Bonds"), as hereinafter itemized, as was required to receive a permit to proceed; and

WHEREAS, Moda has failed to install, construct and complete said public improvements despite repeated demands made to them to do so, and has demonstrated that it is unable to complete the public improvements.

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

Section 1. That all the recitals set forth above are incorporated herein as if fully restated in this Section 1.

Section 2. That Moda is hereby declared in material default due to its failure to install, construct and complete the public improvements required for Bristol Bay Subdivision Units 10, 12 and 13 as itemized in Exhibit A attached hereto and made a part hereof (the "Public Improvements").

Section 3. As the result of Moda's failure to complete the Public Improvements, the City hereby directs the following Subdivision Bonds be called within thirty (30) days from the date of this Resolution, subject to the conditions set forth in Section 4 below:

(a) SUBDIVISION BOND Number 6213017205 issued by United States Fire Insurance Company in the amount of $1,088,470.24 guaranteeing completion of said improvements is hereby authorized (Bristol Bay Unit 13).

(b) SUBDIVISION BOND Number 6213020373 issued by United States Fire Insurance Company in the amount of $217,451.80 guaranteeing completion of said improvements is hereby authorized (Bristol Bay Unit 12).

(c) SUBDIVISION BOND Number 6213020364 issued by United States Fire Insurance Company in the amount of $486,992.50 guaranteeing completion of said improvements is hereby authorized (Bristol Bay Unit 10)

Section 4. The foregoing direction to call the Subdivision Bonds shall be repealed in the event Moda provides a schedule to complete the Public Improvements on Bristol Bay Units 10, 12 and 13, as itemized on Exhibit A, within 30 days of the date of this Resolution.

Section 5. In the event a schedule is not produced within 30 days of the date of this Resolution, or in the event Moda does not diligently pursue the construction and completion of the Public Improvements as per the schedule provided by Moda, the City shall proceed to immediately call the Subdivision Bond as listed in Section 3 of this Resolution.

Section 6. A certified copy of this Resolution shall be sent to United States Fire Insurance Company in the event the City's call of the Subdivision Bonds is not repealed pursuant to this Resolution.

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

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

2441 Warrenville Road, Suite 310, Lisle, IL 60532
Phone 630.682.0085 ◆ Fax 630.682.0788 ◆ www.ottosenlaw.com

Megan Lamb
Attorney

Direct 331.212.8709
mlamb@ottosenlaw.com

via USPS First Class Mail and Email

August 22, 2025

Mr. Troy Mertz
President, Moda Homes
1834 Walden Square, Unit 300
Schaumburg, IL 60173

Re: Bristol Bay Unit 10 Public Infrastructure Improvements

Dear Mr. Mertz,

I serve as City Attorney for the United City of Yorkville. It is my understanding that on Monday, July 21, 2025, the City's Engineering firm, Engineering Enterprises, Inc. ("EEI"), sent your firm a letter pursuant to Section 10-8-7 of the City's Unified Development Ordinance (the "UDO"), requesting a status report on the ongoing public improvements at Bristol Bay Unit 10 subdivision, and an updated public improvement completion schedule. EEI requested a response from your firm by July 30, 2025. A copy of EEI's letter is attached hereto for your reference.

As of the date of this letter, neither the City nor EEI have received a response to EEI's inquiry. Pursuant to the requirements of the City's UDO, your firm is required to respond in full to EEI's letter. Public improvements related to subdivision development projects within the City's boundaries must be completed in a timely manner and must be completed properly and safely.

Failure to comply with the UDO and provide the City and EEI with detailed information on your plans to complete the required public improvements at Bristol Bay Unit 10 will result in our determination that you are unable to complete the required public improvements, therefore resulting in an event of default pursuant to the terms of Subdivision Bond No. 6213020364 (the "Bond"). The City would then have the right to call the Bond for the purpose of completing the required public infrastructure improvements at Bristol Bay Unit 10.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd.

/s/ Megan A. Lamb
Megan A. Lamb

cc: Bart Olson, City Administrator, United City of Yorkville
Krysti Barksdale-Noble, Community Development Director, United City of Yorkville
Peter Ratos, Building Code Official, United City of Yorkville
Brad Sanderson, President, Engineering Enterprises Inc.
Emilio Barbieri, Moda Homes

encl.

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

July 17, 2025

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

Re: Bristol Bay – Unit 10 Punch List
United City of Yorkville

Dear Krysti:

This letter is in regard to the status of the improvements. Per the City's Unified Development Ordinance, at Section 10-8-7, subdivision projects nearing three (3) years into construction are required to submit an updated public improvement completion schedule.

Representatives from EEI recently performed an on-site punch list inspection of the improvements and a summary is listed below.

Construction on Unit 10 was started in October 2022 and has not yet been completed. Therefore, we request that the developer submit the following in writing, no later than 5:00 p.m. on July 30, 2025:

- A status report on public improvements at the Unit 10 subdivision.
- An updated public improvement completion schedule.

General

1. Record drawings shall be completed and submitted to EEI for review and approval.

Water Main

2. All b-boxes shall be located and raised to grade as required.

3. The auxiliary valve box for FH-111 shall be located and raised to grade.

4. The chain for the hydrant cap on FH-134 shall be repaired or replaced.

5. The lid for the FH-142 auxiliary valve box is missing and shall be replaced.

Sanitary Sewer

6. All sanitary sewer main shall be televised and footage submitted to EEI for review and approval.

7. All sanitary structure lids shall be replaced with lids that read "City of Yorkville" and "Sanitary".

8. The following structures shall have the frames reset and chimney seals replaced:
    - SAN 117
    - SAN 187
    - SAN 189

9. The lid for structure SAN 171 shall be removed for inspection.

10. Structure SAN 163 shall be cleaned of debris.

Storm Sewer

11. All storm structures shall be cleaned of mud and debris.

12. Storm sewer pipes shall be televised and footage submitted to EEI for review and approval.

13. Mortar fillets shall be installed in frame corners above adjustment rings in all road inlets and catch basins.

14. All closed structure lids shall be replaced with lids that read "City of Yorkville" and "Storm".

15. The following structures shall have lifting hooks removed:
    - STM 412
    - STM 414
    - STM 416
    - STM 460

16. The following structures shall have the frames realigned:
    - STM408
    - STM 426
    - STM 495A

17. The following structures shall have open grates replaced by closed lids per the approved plan:
    - STM 422
    - STM 481
    - STM 508

18. The following storm pipe runs are filled with mud and shall be cleaned of debris:
    - STM 495A to STM 496
    - STM 496 to STM 498

Roadway

19. Weeds shall be removed from joints between curbs and roadway and asphalt patched as required.

20. Cracks in the curb and gutter throughout the unit shall be saw-cut and sealed with polysulfide crack filler to prevent further damage.

21. Roadway paving shall be completed with 1-1/2" hot mix asphalt surface course, mixture D, N50.

22. Hot pour joint-sealer shall be installed at all pavement-curb joints after completion of the surface course.

23. Sidewalks shall be installed in all undeveloped lots and open spaces per the approved engineering plans.

24. Streetlight installation shall be completed throughout the unit per the approved engineering plan.

Landscaping

25. Landscaping shall be completed throughout the unit.

26. Grading shall be performed at the rear of lots 1712 through 1716 to reduce the slope of the significant elevation change with the neighboring property to a maximum of 1:4 and retaining walls installed where a 1:4 slope cannot be achieved due to the proximity to storm inlets.

Erosion Control

27. All roadways and curbs shall be cleared of mud and debris.

28. Inlet filters and baskets throughout the unit shall be cleared of debris and reinstalled until construction is complete.

29. The site shall be mowed to clear weeds and stabilized per SWPPP requirements.

30. All silt fence shall be repaired until it is removed from the site after construction completion and the establishment of all landscaping.

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

PS/emw
Enclosures

pc: Mr. Bart Olson, City Administrator (via e-mail)
Ms. Erin Willrett, Assistant City Administrator (via e-mail)
Ms. Krysti Barksdale-Noble, Community Development Director (via e-mail)
Mr. Eric Dhuse, Director of Public Works (via e-mail)
Mr. Pete Ratos, Building Department (via e-mail)
Ms. Jori Behland, City Clerk (via e-mail)
Ms. Gina Nelson, Admin Assistant (via e-mail)
Ms. Kathy Field-Orr, City Attorney (via e-mail)
Ms. Megan Lamb, City Attorney (via e-mail)
Mr. Emilio Barbieri, Moda Homes (via e-mail)
BPS, TAW, EMW, EEI (Via e-mail)

	ROADWAYS TO BE CLEARED OF DIRT AND DEBRIS
	CLOSED LIDS TO BE STAMPED WITH "CITY OF YORKVILLE"

	MORTAR FILLETS TO BE ADDED TO FRAME CORNERS OVER ADJUSTMENT RINGS
	FIRE HYDRANT TO BE RAISED TO GRADE AND MISSING AUX VALVE LID REPLACED

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

JOB NO:	YO2224-DR
DESIGNED:	EMW/TAW
DATE:	July 21, 2025
PROJECT TITLE:	**Bristol Bay Unit 10**

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	ROADWAY CONSTRUCTION - PRIVATE				
1	BITUMINOUS MATERIALS	SY	8,933.0	$ 0.50	$ 4,466.50
2	HMA SURFACE COURSE, MIX D, N50, 1.5"	TON	760	$ 95.00	$ 72,200.00
3	SAW CUT AND SEAL CRACKS IN CURB AND GUTTER	EA	30.0	$ 50.00	$ 1,500.00
4	HOT POUR JOINT SEALER	LF	5,155	$ 1.50	$ 7,732.50
5	PCC SIDEWALK INSTALLATION - 5'	SF	0.0	$ 15.00	$ -
6	PCC SIDEWALK INSTALLATION - 4'	SF	13,544	$ 15.00	$ 203,160.00
7	BACKFILL CURB	LF	5,155.0	$ 1.00	$ 5,155.00
8	PAVEMENT MARKING, 4" YELLOW	LF	851	$ 3.00	$ 2,553.00
	STORM SEWER CONSTRUCTION - PUBLIC				
9	TELEVISE PIPE	LF	4,892.0	$ 10.00	$ 48,920.00
10	CLEAN OUT STORM STRUCTURE	EA	65	$ 150.00	$ 9,750.00
11	INSTALL/REINSTALL FILLETS AND MORTAR RINGS	EA	22.0	$ 100.00	$ 2,200.00
12	REMOVE AND REPLACE STRUCTURE LID	EA	11	$ 600.00	$ 6,600.00
13	REMOVE LIFT HOOKS FROM STRUCTURE	EA	4	$ 75.00	$ 300.00
14	REALIGN AND RESET FRAMES AND ADJUSTMENT RINGS	EA	3	$ 500.00	$ 1,500.00
15	PIPES CLEANED OF DEBRIS	LS	1	$ 4,600.00	$ 4,600.00
	WATER MAIN CONSTRUCTION - PUBLIC				
16	LOCATE BBOX AND RAISE TO GRADE	EA	25	$ 150.00	$ 3,750.00
17	LOCATE AUXILLARY VALVE BOX AND RAISE TO GRADE	EA	1	$ 500.00	$ 500.00
18	REPLACE FIRE HYDRANT CAP SECURITY CHAIN	EA	1	$ 50.00	$ 50.00
19	REPLACE AUXILLARY VALVE BOX LID	EA	1	$ 100.00	$ 100.00
	SANITARY SEWER CONSTRUCTION - PUBLIC				
20	TELEVISE PIPE	LF	2606	$ 10.00	$ 26,060.00
21	REMOVE AND REPLACE STRUCTURE LID	EA	17	$ 600.00	$ 10,200.00
22	REALIGN AND RESET FRAME	EA	4	$ 500.00	$ 2,000.00
23	REMOVE AND INSTALL NEW CHIMNEY SEAL	EA	4	$ 1,000.00	$ 4,000.00
24	CLEAN OUT SANITARY STRUCTURE	EA	1	$ 150.00	$ 150.00
	MISC. AND EROSION CONTROL				
25	LANDSCAPING COMPLETE	LS	1	$ 50,000.00	$ 50,000.00
26	PERIMETER EROSION BARRIER	LF	2862	$ 5.50	$ 15,741.00
27	INLET PROTECTION (ROAD ONLY)	EA	20	$ 200.00	$ 4,000.00
28	PREPARE RECORD DRAWINGS	LS	1	$ 8,250.00	$ 8,250.00
	TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST				**$ 495,438.00**

52 Wheeler Road, Sugar Grove, IL 60554 Tel: 630.466.6700 Fax: 630.466.6701 www.eeiweb.com

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

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Megan Lamb
Attorney

Direct 331.212.8709
mlamb@ottosenlaw.com

via USPS First Class Mail and Email

August 22, 2025

Mr. Troy Mertz
President, Moda Homes
1834 Walden Square, Unit 300
Schaumburg, IL 60173

Re: Bristol Bay Unit 12 Public Infrastructure Improvements

Dear Mr. Mertz,

I serve as City Attorney for the United City of Yorkville. It is my understanding that on Monday, July 21, 2025, the City's Engineering firm, Engineering Enterprises, Inc. ("EEI"), sent your firm a letter pursuant to Section 10-8-7 of the City's Unified Development Ordinance (the "UDO"), requesting a status report on the ongoing public improvements at Bristol Bay Unit 12 subdivision, and an updated public improvement completion schedule. EEI requested a response from your firm by July 30, 2025. A copy of EEI's letter is attached hereto for your reference.

As of the date of this letter, neither the City nor EEI have received a response to EEI's inquiry. Pursuant to the requirements of the City's UDO, your firm is required to respond in full to EEI's letter. Public improvements related to subdivision development projects within the City's boundaries must be completed in a timely manner and must be completed properly and safely.

Failure to comply with the UDO and provide the City and EEI with detailed information on your plans to complete the required public improvements at Bristol Bay Unit 12 will result in our determination that you are unable to complete the required public improvements, therefore resulting in an event of default pursuant to the terms of Subdivision Bond No. 6213020373 (the "Bond"). The City would then have the right to call the Bond for the purpose of completing the required public infrastructure improvements at Bristol Bay Unit 12.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd.

/s/ Megan A. Lamb
Megan A. Lamb

cc: Bart Olson, City Administrator, United City of Yorkville
Krysti Barksdale-Noble, Community Development Director, United City of Yorkville
Peter Ratos, Building Code Official, United City of Yorkville
Brad Sanderson, President, Engineering Enterprises Inc.
Emilio Barbieri, Moda Homes
encl.

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

July 17, 2025

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

Re: Bristol Bay – Unit 12 Punch List
United City of Yorkville

Dear Krysti:

This letter is in regard to the status of the improvements. Per the City's Unified Development Ordinance, at Section 10-8-7, subdivision projects nearing three (3) years into construction are required to submit an updated public improvement completion schedule.

Representatives from EEI recently performed an on-site punch list inspection of the improvements and a summary is listed below.

Construction on Unit 10 was started in October 2022 and has not yet been completed. Therefore, we request that the developer submit the following in writing, no later than 5:00 p.m. on July 30, 2025:

- A status report on public improvements at the Unit 10 subdivision.
- An updated public improvement completion schedule.

General

1. Record drawings shall be completed and submitted to EEI for review and approval.

Water Main

2. All b-boxes shall be located and raised to grade as required.

3. FH 164 and its auxiliary valve shall be raised to grade following surrounding grading.

4. The lid for the FH-164 auxiliary valve box is missing and shall be replaced.

Sanitary Sewer

5. All sanitary sewer main shall be televised and footage submitted to EEI for review and approval.

6. All sanitary structure lids shall be replaced with lids that read "City of Yorkville" and "Sanitary".

7. The following structures shall have the frames reset and chimney seals replaced:

- SAN 135
- SAN 183

Storm Sewer

8. All storm structures shall be cleaned of mud and debris.

9. Storm sewer pipes shall be televised and footage submitted to EEI for review and approval.

10. Mortar fillets shall be installed in frame corners above adjustment rings in all road inlets and catch basins.

11. All closed structure lids shall be replaced with lids that read "City of Yorkville" and "Storm".

12. The following structures shall have grates unburied for inspection:

- STM 296
- STM 298
- STM 300
- STM 315A
- STM 470

Roadway

13. Weeds shall be removed from joints between curbs and roadway and asphalt patched as required.

14. Cracks in the curb and gutter throughout the unit shall be saw-cut and sealed with polysulfide crack filler to prevent further damage.

15. Roadway paving shall be completed with 1-1/2" hot mix asphalt surface course, mixture D, N50.

16. Hot pour joint-sealer shall be installed at all pavement-curb joints after completion of the surface course.

17. Sidewalks shall be installed in all undeveloped lots and open spaces per the approved engineering plans.

18. Streetlight installation shall be completed throughout the unit per the approved engineering plan.

Landscaping

19. Landscaping shall be completed throughout the unit.

20. Grading shall be performed at the rear of lots 1717 through 1719 to reduce the slope of the significant elevation change with the neighboring property to a maximum of 1:4 and retaining walls installed where a 1:4 slope cannot be achieved due to the proximity to storm inlets.

Erosion Control

21. All roadways and curbs shall be cleared of mud and debris.

22. Inlet filters and baskets throughout the unit shall be cleared of debris and reinstalled until construction is complete.

23. The site shall be mowed to clear weeds and stabilized per SWPPP requirements.

24. All silt fence shall be repaired until it is removed from the site after construction completion and the establishment of all landscaping.

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/emw
Enclosures

pc: Mr. Bart Olson, City Administrator (via e-mail)
Ms. Erin Willrett, Assistant City Administrator (via e-mail)
Ms. Krysti Barksdale-Noble, Community Development Director (via e-mail)
Mr. Eric Dhuse, Director of Public Works (via e-mail)
Mr. Pete Ratos, Building Department (via e-mail)
Ms. Jori Behland, City Clerk (via e-mail)
Ms. Gina Nelson, Admin Assistant (via e-mail)
Ms. Kathy Field-Orr, City Attorney (via e-mail)
Ms. Megan Lamb, City Attorney (via e-mail)
Mr. Emilio Barbieri, Moda Homes (via e-mail)
BPS, TAW, EMW, EEI (Via e-mail)

	CLOSED LIDS TO BE STAMPED WITH "CITY OF YORKVILLE"
	MORTAR FILLETS TO BE ADDED TO FRAME CORNERS OVER ADJUSTMENT RINGS

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

JOB NO:	YO2225-DR
DESIGNED:	EMW/TAW
DATE:	July 21, 2025
PROJECT TITLE:	**Bristol Bay Unit 12**

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	ROADWAY CONSTRUCTION - PRIVATE				
1	BITUMINOUS MATERIALS	SY	3,434.0	$ 0.50	$ 1,717.00
2	HMA SURFACE COURSE, MIX D, N50, 1.5"	TON	290	$ 95.00	$ 27,550.00
3	SAW CUT AND SEAL CRACKS IN CURB AND GUTTER	EA	10.0	$ 50.00	$ 500.00
4	HOT POUR JOINT SEALER	LF	1,877	$ 1.50	$ 2,815.50
5	PCC SIDEWALK INSTALLATION - 5'	SF	0.0	$ 15.00	$ -
6	PCC SIDEWALK INSTALLATION - 4'	SF	8,202	$ 15.00	$ 123,030.00
7	BACKFILL CURB	LF	1,877.0	$ 1.00	$ 1,877.00
8	PAVEMENT MARKING, 4" YELLOW	LF	148	$ 3.00	$ 444.00
	STORM SEWER CONSTRUCTION - PUBLIC				
9	TELEVISE PIPE	LF	1,525.0	$ 10.00	$ 15,250.00
10	CLEAN OUT STORM STRUCTURE	EA	17	$ 150.00	$ 2,550.00
11	INSTALL/REINSTALL FILLETS AND MORTAR RINGS	EA	3.0	$ 100.00	$ 300.00
12	REMOVE AND REPLACE STRUCTURE LID	EA	2	$ 600.00	$ 1,200.00
	WATER MAIN CONSTRUCTION - PUBLIC				
13	RAISE FIRE HYDRANT TO GRADE	EA	1	$ 750.00	$ 750.00
14	LOCATE AUXILLARY VALVE BOX AND RAISE TO GRADE	EA	1	$ 500.00	$ 500.00
15	REPLACE AUXILLARY VALVE BOX LID	EA	1	$ 100.00	$ 100.00
	SANITARY SEWER CONSTRUCTION - PUBLIC				
16	TELEVISE PIPE	LF	1123	$ 10.00	$ 11,230.00
17	REMOVE AND REPLACE STRUCTURE LID	EA	8	$ 600.00	$ 4,800.00
18	REALIGN AND RESET FRAME	EA	2	$ 500.00	$ 1,000.00
19	REMOVE AND INSTALL NEW CHIMNEY SEAL	EA	2	$ 1,000.00	$ 2,000.00
	MISC. AND EROSION CONTROL				
20	LANDSCAPING COMPLETE	LS	1	$ 35,000.00	$ 35,000.00
21	PERIMETER EROSION BARRIER	LF	1592	$ 5.50	$ 8,756.00
22	INLET PROTECTION (ROAD ONLY)	EA	3	$ 200.00	$ 600.00
23	STREETLIGHTS COMPLETE WITH CABLE	EA	3	$ 5,500.00	$ 16,500.00
24	PREPARE RECORD DRAWINGS	LS	1	$ 6,500.00	$ 6,500.00
	TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST				**$ 264,969.50**

52 Wheeler Road, Sugar Grove, IL 60554 Tel: 630.466.6700 Fax: 630.466.6701 www.eeiweb.com

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Megan Lamb
Attorney

Direct 331.212.8709
mlamb@ottosenlaw.com

via USPS First Class Mail and Email

August 22, 2025

Mr. Troy Mertz
President, Moda Homes
1834 Walden Square, Unit 300
Schaumburg, IL 60173

Re: Bristol Bay Unit 13 Public Infrastructure Improvements

Dear Mr. Mertz,

I serve as City Attorney for the United City of Yorkville. It is my understanding that on Thursday, July 10, 2025, the City's Engineering firm, Engineering Enterprises, Inc. ("EEI"), sent your firm a punch list letter related to the the ongoing public improvements at Bristol Bay Unit 13 subdivision. This letter requested a schedule for the completion of public improvements at Bristol Bay Unit 13 by August 1, 2025. A copy of EEI's letter is attached hereto for your reference.

As of the date of this letter, neither the City nor EEI have received a response to EEI's inquiry. Pursuant to the requirements of the City's Unified Development Ordinance (the "UDO"), your firm is required to respond in full to EEI's letter. Public improvements related to subdivision development projects within the City's boundaries must be completed in a timely manner and must be completed properly and safely.

Failure to comply with the UDO and provide the City and EEI with detailed information on your plans to complete the required public improvements at Bristol Bay Unit 13 will result in our determination that you are unable to complete the required public improvements, therefore resulting in an event of default pursuant to the terms of Subdivision Bond No. 6213017205 (the "Bond"). The City would then have the right to call the Bond for the purpose of completing the required public infrastructure improvements at Bristol Bay Unit 13.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd.

/s/ Megan A. Lamb
Megan A. Lamb

cc: Bart Olson, City Administrator, United City of Yorkville
Krysti Barksdale-Noble, Community Development Director, United City of Yorkville
Peter Ratos, Building Code Official, United City of Yorkville
Brad Sanderson, President, Engineering Enterprises Inc.
Emilio Barbieri, Moda Homes

encl.

ENGINEERING ENTERPRISES, INC.
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Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

July 10, 2025

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

Re: Bristol Bay – Unit 13 Punch List
United City of Yorkville

Krysti:

Representatives from Engineering Enterprises, Inc. performed an on-site punch list inspection of the public improvements for the above-referenced project. A summary of the punch list items is listed below.

General

1. All silt fence shall be removed from the site.
2. All construction debris and filter fabric under structure grates shall be removed from the site following completion of construction activities in the surrounding areas.
3. Park Site C shall be final graded per the attached grading plan, have all debris removed, and be seeded per the attached park development standards.
4. Record drawings shall be prepared per the attached requirements and submitted to EEI for review and approval.

Water Main

5. All b-box lids shall be loosened to allow for removal and re-inspection.
6. The b-box lid at Lot 1963 (4459 Tampa Drive) is broken and shall be replaced.

7. The b-box at Lot 1979 (366 Biscayne Lane) shall be lowered to grade.

8. All pre-existing fire hydrants within the unit shall be wire brushed and repainted safety red.

9. All fire hydrant cap chains shall be repaired or replaced as required.

10. Fire Hydrant FH 105 auxiliary valve shall be located and raised to grade for inspection.

11. The following fire hydrant auxiliary valves shall be lowered to grade:
    - FH 153
    - FH 308A

12. Valve Box VB 308 shall be lowered to grade.

Sanitary Main

13. All sanitary main shall be televised and the footage submitted to EEI for review and approval.

14. The following structures shall have frames and rings reset and chimney seals replaced:
    - SAN 149
    - SAN 157

Storm Main

15. All storm inlets and catch basins shall be cleared of debris.

16. The following structure lids/grates shall be loosened to allow for removal and re-inspection:
    - INL 132
    - INL 190
    - INL 192
    - INL 202
    - INL 204
    - INL 206
    - INL 208
    - INL 214
    - INL 221
    - INL 222
    - INL 226
    - INL 350
    - INL 352

17. All storm lines shall be televised and the footage submitted to EEI for review and approval.

18. The following structures shall be lowered to grade:
    - STM 120
    - STM 234

19. Structure STM-246 shall be located and raised to grade for inspection.

Roadway

20. Sidewalk shall be completed for all vacant lots throughout the Unit.

21. Sidewalk shall be completed on both sides of Monterey Avenue and connected to the existing path along Rosenwinkel Street.

22. Sidewalk shall be completed around Biscayne Court and access to the City park path tied in appropriately.

23. There are several locations throughout the unit where the curb is severely cracked, requiring the cracks to be sealed. These cracks are to be saw cut as marked out by EEI and sealed with caulk/epoxy sealer.

24. There are several areas of curb throughout the unit that are considered unacceptable due to excessive cracking, chipping, sinking, or spalling requiring sections to be removed and replaced. These areas are to be removed and replaced as marked out by EEI, with a minimum 5-foot length of curb and gutter section:
    - Lot 1967
    - Lot 1985
    - Lot 2007
    - Lot 2011
    - Lot 2019

25. The binder course and curb have settled severely on Tampa Drive near STM 230. The binder and curb shall be removed, subgrade replaced as necessary, and curb and binder course replaced prior to surface course paving.

26. Hot-mix asphalt surface course, Mix D, N50 shall be placed throughout the Unit. Prior to paving operations, butt joints shall be constructed as required and bituminous prime coat shall be applied. The asphalt surface course shall be placed this construction season.

27. Once installation of the hot-mix asphalt surface course has been completed, joint between the gutter and pavement shall be routed and hot-poured joint sealer used to seal the joint and used at every edge of pavement.

Landscaping

28. Various parkway trees have died/are dying and shall be replaced.
    - Lot 1964
    - Lot 2008 (west side)
    - Lot 2020 (x2 – north and west sides)

29. Parkway trees in front of undeveloped lots shall be installed per the landscaping plan.

30. Restoration shall be performed to meet Park Development standards at the entrance to the City park at Biscayne Court.

31. Parkway behind STM 1090 shall be leveled to final grade and restoration of the area be performed.

A schedule for the completion of the above should be provided by August 1st. 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/emw
Enclosures

pc: Mr. Bart Olson, City Administrator (via e-mail)
Ms. Erin Willrett, Assistant City Administrator (via e-mail)
Ms. Krysti Barksdale-Noble, Community Development Director (via e-mail)
Mr. Eric Dhuse, Director of Public Works (via e-mail)
Mr. Pete Ratos, Building Department (via e-mail)
Ms. Gina Nelson, Admin Assistant (via e-mail)
Ms. Jori Behland, City Clerk (via e-mail)
Mr. Emilio Barbieri, Moda Homes (via e-mail)
COY Building Department, (via e-mail)
BPS, TAW, EMW, EEI (Via e-mail

	BISCAYNE COURT SIDEWALK AND CONNECTION TO PATH TO BE INSTALLED AND LANDSCAPED
	DYING TREES TO BE REPLACED

	SUNKEN ROAD AND CURB TO BE REMOVED, INVESTIGATED, AND REPLACED
	CURB CRACKING TO BE REPAIRED AS MARKED OUT

	MISSING SIDEWALKS AT ROSENWINKEL TO BE INSTALLED
	PARK SITE C GRADING TO BE COMPLETED

	FIRE HYDRANTS TO BE PAINTED AND CHAINS REPAIRED
	CURBS TO BE REPLACED AS MARKED OUT

Reviewed By:	
Legal	■
Finance	☐
Engineer	■
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2025-07 & EDC 2025-59

Agenda Item Summary Memo

Title: Project Steel (Prologis) – Annexation, Rezone, PUD & Preliminary Plan - Discussion

Meeting and Date: City Council – September 23, 2025

Synopsis: Please see agenda item notes below. Requests for annexation/annexation agreements, rezoning, PUD, and Preliminary PUD Plan for an appx 540-acre data center.

Council Action Previously Taken:

Date of Action: CC – 9/9/25 Action Taken: A discussion took place.

Item Number: PZC 2025-07 & EDC 2025-59

Type of Vote Required: None

Council Action Requested: Informational

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

Agenda Item Notes:

No vote will take place on this agenda item at this meeting.

Summary of Petitioner's initial environmental noise assessment study.

All previously presented packet material can be found at:

https://www.yorkville.il.us/Archive.aspx?ADID=6439.

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: September 18, 2025
Subject: **PZC 2025-07 Project Steel – Annex, Rezone, PUD & Prelim Plan**
Proposed Data Center Campus and On-Site Substation Development

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Background:

The petitioner, Prologis L.P., provided an initial environmental noise assessment study for the Project Steel data center as prepared by Shiner Acoustics, LLC, and dated August 12, 2025. Upon review by the City's sound engineering consultant, Soundscape, written feedback was provided to the petitioner on August 26, 2025 and September 9, 2025 which requested additional clarification related to methodology and assumptions used. A revised environmental noise assessment was provided by Shiner Acoustics, LLC on September 16, 2025.

Sound Study Findings:

Below is a summary of each noise assessment study and consultant review comments:

Shiner Acoustics – Project Steel Environmental Noise Assessment, Revision A (August 12, 2025)

This report provides the initial comprehensive noise study for the Project Steel data center. It documents baseline sound measurements (39–42 dBA) and models projected facility noise with standard chillers and generators, which would exceed both Yorkville and Illinois noise codes (up to 61 dBA at residences). Mitigation scenarios were modeled, recommending rooftop sound walls, generator enclosures, and low- or very low-noise chillers. The study concludes that Yorkville limits can be met with low-noise chillers and barriers, while Illinois' stricter code requires very low-noise chillers (600 RPM fans) plus barriers to achieve compliance

Soundscape Engineering Memo – Review of Preliminary Sound Study (August 26, 2025)

Soundscape reviewed the preliminary Shiner Acoustics study on behalf of the City of Yorkville. While confirming that baseline surveys and initial modeling were performed appropriately, the memo identified several gaps: missing noise sources (substation transformers, RTUs, fans), insufficient generator modeling, and lack of clarity on barrier heights and gaps. The review also noted areas where Illinois standards are exceeded in certain frequency bands and recommended additional mitigation, such as evaluating all generators running simultaneously and refining wall design. The memo emphasized that these issues must be resolved to demonstrate compliance.

Shiner Acoustics – Project Steel Environmental Noise Assessment, Revision B (September 16, 2025)

The updated Shiner Acoustics report incorporated feedback and expanded modeling. It confirmed exceedances of both Yorkville and Illinois codes with standard equipment (up to 74 dBA at residences). Revised scenarios show that compliance with the Yorkville noise ordinance is achievable with low-noise chillers and barriers, while compliance with Illinois standards, which are more stringent, require very low-noise chillers plus low-noise generators and barriers. The concluded overall compliance could be achieved with these measures. Recommendations include specifying ultimate chillers (≤91 dBA sound power at 600 RPM), using low-noise generators (≤75 dBA at 23 ft), and constructing high-performance rooftop and generator sound walls.

Staff Comments

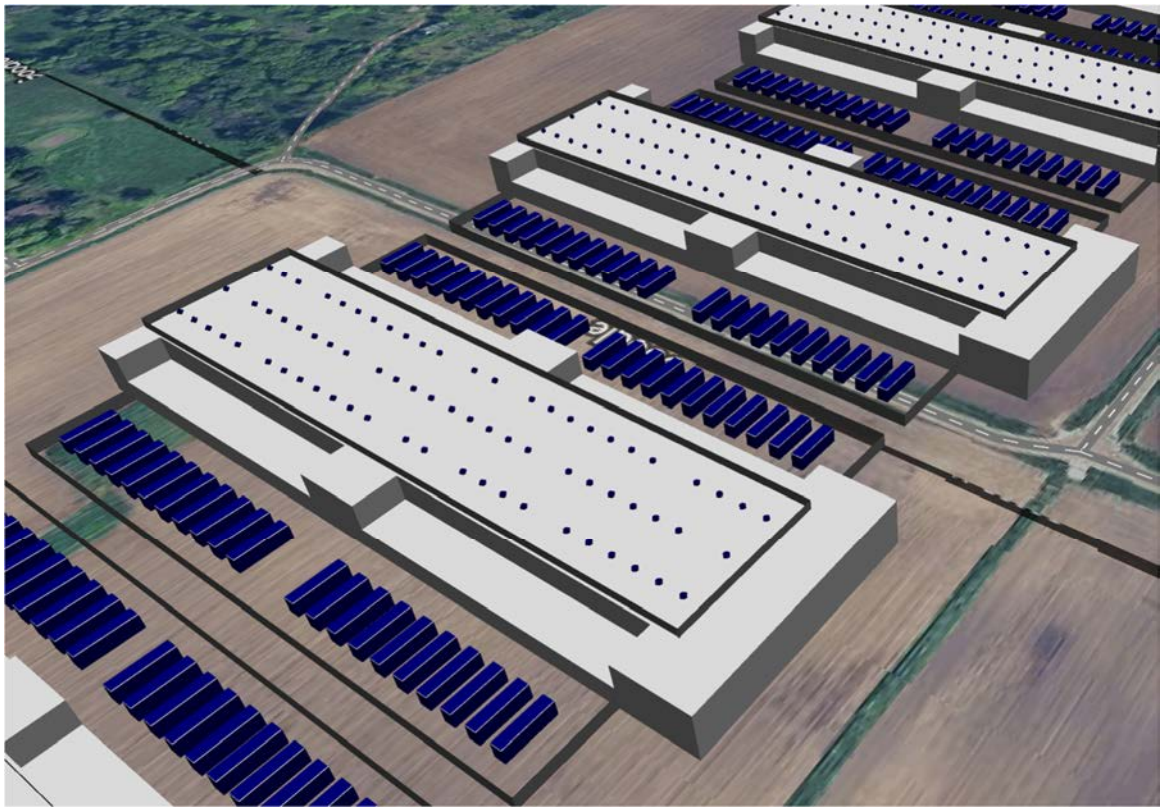
Brief presentations of the environmental noise assessment findings from both Project Steel's team and the City's consultant, Soundscape, will be made at Tuesday night's meeting. Should you have any questions, staff and the petitioner will be available at Tuesday night's meeting to answer any questions.

Attachments:

1. Shiner Acoustics, LLC – Project Steel Environmental Noise Assessment, Revision A, dated August 12, 2025
    a. Project Steel Measurement Report, Revision A, dated August 12, 2025
2. Soundscape Engineering Memo – Review of Preliminary Sound Study, dated August 26, 2025.
3. Shiner Acoustics response to Soundscape Memo dated September 5, 2025.
4. Soundscape Engineering Memo – Response to Shiner Acoustic letter, dated September 9, 2025.
5. Shiner Acoustics – Project Steel Environmental Noise Assessment, Revision B, September 16, 2025

Shiner Acoustics, LLC
Acoustical Engineers
225 W Washington St. - Suite 1625, Chicago, Illinois 60606
Phone 312 849-3340 Fax 312 849-3344 www.shineracoustics.com

Langan – Project Steel Environmental Noise Assessment



SA project 1250506

Revision A
August 12, 2025

Shiner Acoustics, LLC
225 West Washington Street, Suite 1625
Chicago, Illinois 60606

Prepared for
Prologis
6250 N. River Rd., Ste. 1100
Rosemont, Illinois, 60018

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1. Summary

The noise evaluation for the Project Steel data centers in Yorkville, Illinois comprises two phases: environmental sound measurements at the proposed site and predictions of the project's outdoor sound levels. For the first phase, Shiner Acoustics, LLC took sound measurements from June 23 to 27, 2025, which were documented in a July 3, 2025 report. The second phase consisted of reviewing project documents and vendor data, developing an acoustical model of the equipment, predicting environmental sound levels, determining compliance, and recommending mitigation.

Long-term sound measurements were taken on the site, before facility construction and installation of outdoor equipment. The measurements showed that environmental sound levels were moderate, with average baseline (L_{90}) sound levels of 39 to 42 dBA.

The Yorkville noise code limits noise to residential land uses for the daytime (60 dBA) and nighttime (50 dBA) periods. The Illinois noise code limits noise from commercial to residential land uses for the daytime (about 55 dBA) and nighttime (about 44 dBA) periods.

The site has residences in every direction. Two residences and the Caledonia subdivision are in Yorkville, so the Yorkville sound limits apply. The remaining residences are located in unincorporated Kendall County, so the Illinois limits apply.

Facility noise sources and outdoor sound propagation to the residences were modeled with acoustical software. The facility's base design includes outdoor chillers, rooftop units, and enclosed emergency generators.

We analyzed environmental noise with the preceding equipment and predict sound levels of 49 to 61 dBA at residential receivers with the rooftop-mounted standard-noise chillers, which exceeds both noise codes.

We revised the acoustical model to include mitigation, such as lower-noise chillers and rooftop sound walls at chillers and generator sets. With these measures, the facility is predicted to achieve compliance with the Yorkville limits.

To achieve substantial compliance with the Illinois limits, the lowest-noise chillers are recommended, in addition to the rooftop and generator set sound walls.

The recommended mitigation is as follows:

- Construct a rooftop sound wall on each building to surround the chillers;
- Construct two sound walls at grade on each building to surround the emergency generators;
- Specify chillers to meet the sound levels described below; and
- Specify emergency generators to meet the sound limits described below.

2. Introduction

The project will be about 540 acres on two parcels generally between Eldamain Rd., Galena Rd., a relocated Beecher Rd., and Corneils Rd. Some properties are located in unincorporated Kendall Co. and some will be annexed into Yorkville, or are currently in Yorkville.

The data center will be built in three phases:

- Six buildings in the southeastern corner of the property;
- Six buildings in the northeastern corner of the property;
- Six buildings in the southwest corner of the property;

Each phase will include a substation and two to three retention ponds. The buildings will be about 380,000 sf each, for a total of 6.8 million sf. Noise-generating equipment will include cooling equipment such as chillers, diesel emergency generators, and rooftop units for building ventilation.

The site will be adjacent to residential properties in every direction. Several residential property lines will be located close to mechanical equipment or data center buildings and the equipment has the potential to generate high noise levels at the residences.

As part of the annexation, rezoning, and PUD (planned use development) approval process, the City of Yorkville is requiring Prologis to demonstrate compliance with the Yorkville noise code. In addition, compliance with the Illinois noise code is required at many properties.

3. Site Description

The proposed facility will be a data center on a greenfield site in Yorkville, Illinois, as shown in Figure 1. The site is essentially flat in every direction. The noise-sensitive receivers are as follows:

- To the north: multiple residence on Galena Rd.;
- To the east: residence on the east side of the proposed relocated Beecher Rd., residences on Corneils Rd. to the southeast, and the Caledonia subdivision to the southeast;
- To the south: single-family residence on Corneils Rd.; and
- To the west: single-family residences on Eldamain Rd.

4. Measurements

Long-term ambient sound measurements were conducted at four locations surrounding the proposed data center. These locations were chosen due to their proximity to the proposed buildings and associated outdoor equipment.

Measurements were conducted from June 23 to 27, 2025 and are documented in our July 3, 2025 report. Environmental sound varies with time and is commonly quantified by the L_{90} metric, which is the baseline, or steady-state sound level that does not include louder, transient noises such as from vehicles.

Measurements were made in terms of one-third octave bands and an overall A-weighted value. The one-third octave-bands quantified frequency content, and A-weighting is commonly used for environmental sound measurement. A-weighting discriminates against low frequencies in an approximation of human hearing.

A summary of measurement results is shown in Table 1.

Table 1. Sound Measurements
June 23 to 27, 2025

Location	Baseline Sound Level (L_{90}, dB re 20µPa, A-weighted)		
	Lowest	Average	Highest
MP 1	35 6/24 7:00 p.m.	42	51 6/23 3:00 p.m.
MP 2	26 6/24 1:00 a.m.	39	46 6/27 12:00 a.m.
MP 3	31 6/24 12:00 a.m.	41	47 6/23 4:00 p.m.
MP 4	29 6/24 2:00 a.m.	39	45 6/23 3:00 p.m.

The soundscape was affected by wind noise in trees, general traffic noise, including occasional vehicles on nearby roads, and some bird noise.

5. Criteria

The Yorkville code applies to residential properties located in the City of Yorkville. The code contains numeric limits for residential land uses, as shown in Table 1. The code limits noise levels by time of day, with more restrictive limits for nighttime.

Table 1. Yorkville Sound Level Limits

Time of Day	Receiving Property Land Use
	Residential
Daytime (7:00 a.m. - 10:00 p.m.)	60 dBA
Nighttime (10:00 p.m. - 7:00 a.m.)	50 dBA

The code contains an adjustment for the noise duration, as shown in Table 2. Since all noise sources will be operating for 12 minutes per hour or longer, as discussed below, this adjustment does not apply.

The code contains an adjustment for the noise character, as shown in Table 2. Since none of the noise sources have a tonal character, as discussed below, this adjustment does not apply.

Table 2. Yorkville Adjustments to Sound Level Limits

	Adjustment to Sound Level Limit
1. Duration of noise in any one-hour period (use 1 adjustment only):	
a. 12 minutes and longer	Add 0 dBA
b. Under 12 minutes but over 3 minutes	Add 5 dBA
c. Under 3 minutes but over 1/2 minute	Add 10 dBA
d. Under 1/2 minute	Add 15 dBA
2. Noise is impulsive in character (e.g., hammering, firearms discharge, explosions)	Subtract 5 dBA
3. Content of noise includes electronically amplified, reinforced, or reproduced voice or music	Subtract 5 dBA
4. Noise is tonal in character (e.g., hum, screech)	Subtract 10 dBA
5. If measured within a building on the receiving property per subsections 4-4-4.C and D of this chapter	Subtract 20 dBA

The Illinois noise code applies to noise emissions from the data center, which is a commercial land use, to residential land uses in unincorporated Kendall County. The limits are established for daytime and nighttime in each of nine octave bands, as shown in Table 3. Note that the A-weighted level is not limited by the code, but is provided for convenience. In addition, the Illinois noise code limits tones (i.e. prominent discrete tones) to minimize community annoyance caused by this noise characteristic.

Table 3. Illinois Noise Limits

	Sound Pressure Level (dB re 20 µPa)									
	Octave Band Center Frequency (Hz)									Awt*
	31.5	63	125	250	500	1k	2k	4k	8k	
Daytime (7:00 a.m. - 10:00 p.m.)	72	71	65	57	51	45	39	34	32	55
Nighttime (10:00 p.m. to 7:00 a.m.)	63	61	55	47	40	35	30	25	25	44

* A-weighted level provided for convenience; not limited by code

6. Noise Sources

The facility will have rooftop air-cooled chillers and enclosed emergency generators at grade.

Each building will have 84 air-cooled chillers. The basis of design is 300-ton nominal Trane ACR units. The chillers are available with multiple levels of sound emissions, as described below and in Table 4:

- Standard, with the factory default condenser fan speed of 950 RPM;
- Superior or low noise;
- Ultimate or very low noise with four fan speeds of 600, 650, 700, and 950 RPM.

We reviewed Trane one-third octave band sound data for the presence of tones (i.e. prominent discrete tones). The noise data does not show the presence of tones. If the facility were to contain equipment with tonal noise emissions, its sound levels would be compared to a much more stringent (10 dB lower) Yorkville noise code. The Illinois noise code limits tones at residential receivers.

Each building will have 43 (42 critical and 1 house) packaged emergency generators, each with a 3 MW engine and generator. The enclosures will have inlet and relief ventilation silencers, and there will be an engine exhaust silencer or muffler. The units will be specified to meet 85 dBA at 23 ft and this sound rating was used as the basis of design for this project. Each emergency generator will be exercised 30 minutes per month between 11:00 a.m. and 5:00 p.m.

Table 4 shows the equipment noise emissions in terms of sound power levels. Sound power levels are independent of measurement distance and enable the acoustic emissions of different sources to be compared.

Table 4. Noise Sources

Equipment	Option	Sound Power Level (dBA) (L_w, dB re 10^{-12} W, A-weighted)
Trane ACR air-cooled chiller, 300 tons nominal, 100% load	Superior	102
	Superior or low-noise	98
	Ultimate or very low noise (fan 700 RPM)	94
	Ultimate or very low noise (fan 650 RPM)	92
	Ultimate or very low noise (fan 600 RPM)	90
	Ultimate or very low noise (fan standard RPM)	101
Genset enclosure (85 dBA at 23 ft)	n/a	113

There will be rooftop mechanical units (RTUs) serving the data center, but no information was available on these. These can be included in future iterations of the acoustical analysis. The facility will have three substations, which will have transformers. Since the substations are not laid out, at Prologis' direction these noise sources were not included in the acoustical

model. They will be included in a future iteration.

7. Receivers

Residential receivers are located in Yorkville, in which case the Yorkville noise code applies, or unincorporated Kendall County, in which case the Illinois noise code applies. Addresses and the applicable noise code for receivers are listed in Table 5.

8. Modeling Methodology

Outdoor sound propagation calculations are based on the International Organization for Standardization (ISO) 9613-2, which considers sound sources, receivers and factors that influence sound propagation such as distance and screening. CadnaA software from DataKustik GmbH implements the standard and our acoustical model uses this software and standard acoustical calculations. The methodology is described in more detail in Appendix A.

9. Modeling Results

9.1. Base Scenario

Shiner Acoustics predicted sound pressure levels at the residences. Note that although the results below are presented as single-number A-weighted levels for simplicity, all prediction and analysis was performed using octave bands.

We modelled a base scenario, which assumes the following equipment operation and sound barriers:

- Day: standard-sound chillers and emergency generators; and
- Night: standard-sound chillers.

Table 5 shows the facility's predicted sound levels, which are in excess of the criteria. Figure 1 shows the facility site plan, noise sources, sound barriers (if any), receivers, and nighttime sound level contours overlaid on an aerial photo.

Table 5. Predicted Sound Levels, Base Scenario

Receiver	Jurisdiction	Sound Pressure Level (dB re 20 µPa), A-weighted		Excess at Nighttime (dB)
		Day	Night	
Yorkville noise code	n/a	60	50	n/a
Illinois noise code	n/a	55	44	n/a
R1: 1410 E. Beecher Rd.	Illinois	61	61	16
R2: 10907 Corneils Rd.	Illinois	58	58	14
R3: Caledonia	Yorkville	49	49	-
R4: 10825 Corneils Rd.	Yorkville	57	57	7
R5: 2013 Beecher Rd.	Illinois	58	58	14
R6: 1414 Eldamain Rd.	Yorkville	56	56	6
R7: 1314 Eldamain Rd.	Illinois	57	57	12
R8: 790 Eldamain Rd.	Illinois	60	60	15
R9: 11843 Galena Rd.	Illinois	57	57	12
R10: 11018 Galena Rd.	Illinois	53	53	9
R11: 10724 Galena Rd.	Illinois	51	51	7

9.2. Mitigation to Meet Yorkville Code

Since there were excessive sound levels with the base scenario, as described below, we modeled a scenario with mitigation to meet the Yorkville noise code:

- Day: Superior sound (low-noise) chillers and standard emergency generators;
- Night: Superior sound (low-noise) chillers.
- Sound walls: acoustical sound walls on chiller building roofs to enclose the chillers, and acoustical sound walls on each side of the buildings to enclose the emergency generators, as described below.

Predicted facility noise levels with this additional mitigation are shown in Table 6. The nighttime sound level contours are shown graphically in Figure 2.

Table 6. Predicted Sound Levels, with Yorkville Mitigation

Receiver	Jurisdiction	Sound Pressure Level (dB re 20 µPa), A-weighted		Excess at Nighttime (dB)
		Day	Night	
Yorkville noise code	n/a	60	50	n/a
Illinois noise code	n/a	55	44	n/a
R1: 1410 E. Beecher Rd.	Illinois	52	52	7
R2: 10907 Corneils Rd.	Illinois	50	49	5
R3: Caledonia	Yorkville	41	41	-
R4: 10825 Corneils Rd.	Yorkville	49	49	-
R5: 2013 Beecher Rd.	Illinois	50	50	5
R6: 1414 Eldamain Rd.	Yorkville	50	50	-
R7: 1314 Eldamain Rd.	Illinois	50	50	5
R8: 790 Eldamain Rd.	Illinois	51	51	6
R9: 11843 Galena Rd.	Illinois	49	49	5
R10: 11018 Galena Rd.	Illinois	47	46	2
R11: 10724 Galena Rd.	Illinois	44	44	-

9.3. Mitigation to Meet Yorkville and Illinois Codes

Although the preceding scenario is predicted to meet the less stringent Yorkville code, there were excessive sound levels with respect to the more stringent Illinois noise code. Therefore, we modelled a scenario with mitigation to meet both the Yorkville and Illinois noise codes:

- Day: Ultimate sound (very low noise) chillers with a fan speed of 600 RPM and standard emergency generators;
- Night: Ultimate sound (very low noise) chillers with a fan speed of 600 RPM.
- Sound walls: acoustical sound walls on chiller building roofs to enclose the chillers, and acoustical sound walls on each side of the buildings to enclose the emergency generators, as described below.

Predicted facility noise levels with this additional mitigation are shown in Table 7. The nighttime sound level contours are shown graphically in Figure 3.

Table 7. Predicted Sound Levels, with Yorkville and Illinois Mitigation

Receiver	Jurisdiction	Sound Pressure Level (dB re 20 µPa), A-weighted		Excess at Nighttime (dB)
		Day	Night	
Yorkville noise code	n/a	60	50	n/a
Illinois noise code	n/a	55	44	n/a
R1: 1410 E. Beecher Rd.	Illinois	46	44	-
R2: 10907 Corneils Rd.	Illinois	43	42	-
R3: Caledonia	Yorkville	34	33	-
R4: 10825 Corneils Rd.	Yorkville	42	41	-
R5: 2013 Beecher Rd.	Illinois	43	42	-
R6: 1414 Eldamain Rd.	Yorkville	43	42	-
R7: 1314 Eldamain Rd.	Illinois	43	42	-
R8: 790 Eldamain Rd.	Illinois	45	43	-
R9: 11843 Galena Rd.	Illinois	43	42	-
R10: 11018 Galena Rd.	Illinois	40	39	-
R11: 10724 Galena Rd.	Illinois	38	36	-

We note that although the overall A-weighted sound levels show compliance during the day and night, we predict minor excesses in some octave bands, as follows:

- Night: one to six dB in the 1 kHz and 2 kHz octave bands;

10. Recommendations

We recommend the following mitigation to reduce facility sound levels:

- Chillers: to meet the Yorkville limits, specify superior (low-noise) sound chillers that have a maximum sound power level of 98 dBA;
- Chillers: to meet the Yorkville and Illinois limits, specify ultimate (very low noise) sound chillers with a fan speed 600 RPM and a maximum sound power level of 91 dBA;
- The chillers should be specified so that they do not emit prominent discrete tones;
- Generators: emergency generators should be specified to meet 85 dBA at 23 ft;
- Sound walls are recommended, as follows:
  - Each building should have a rooftop sound wall surrounding the chillers;
  - The chiller sound wall height should be at least as high as the top of the chillers. The current drawings show a minimum height of 11.5 ft. There should be a minimal (a few inches) gap between the roof and the bottom of the sound walls. The anticipated length of each barrier is about 2,000 ft;
  - The emergency generator sound wall height should be at least as high as the top of the generators. The current drawings show a minimum height of 24 ft. There should be a minimal (a few inches) gap between grade and the bottom of the sound walls. The anticipated length of each barrier, including returns to the building, is about 1,000 ft. It may be possible to optimize the generator wall design in future iterations of the project;
  - The sound walls should have two performance specifications:
    - Sound absorption: meet NRC (noise reduction coefficient) 0.90 minimum. This is usually met by an open or perforated liner facing the equipment;
    - Sound isolation: meet STC (sound transmission class) 30 minimum. This can be met with construction such as vinyl or metal barriers.
  - We recommend AIL Sound Walls, Koch, Acoustiblok All-Weather Sound Panels, Kinetics Noiseblock Barrier Panels, or Noise Barriers QuietLine (e.g. V-Stack).

Rooftop units and transformers will be included in future iterations of the acoustical analysis once the equipment is defined.

11. Conclusion

Measurements taken in June, 2025 document sound levels at the proposed site. Facility sound levels are limited by the Yorkville and Illinois noise codes; the Illinois noise code is the most stringent. With standard equipment, we predict sound levels in excess of the criteria. Therefore, we recommend additional mitigation, such as low-noise chillers and sound walls to meet the Yorkville or Illinois codes.

Appendix A. Outdoor Sound Modeling Methodology

Outdoor sound propagation calculations are based on the International Organization for Standardization (ISO) 9613-2. The standard predicts sound pressure levels under conditions favorable to sound propagation. The standard considers sound sources, receivers and factors that influence sound propagation: distance, screening by obstacles, ground effects, atmospheric absorption, source directivity, and reflection from surfaces. CadnaA software from DataKustik GmbH implements the standard and our acoustical model is based on this software and standard acoustical calculations.

Two sound ray reflections were used in the model to account for reflections from buildings and obstacles. The terrain surrounding the plant was modeled. We entered the essential acoustical features of the facility, such as significant obstructions and noise sources, into the program, as well as noise-sensitive receivers.

Atmospheric attenuation was based on conservative atmospheric conditions of 10°C, 70% relative humidity. We set the ground attenuation factor G at 1.0 for soft, porous ground; this factor can vary from 0.0 for sound-reflective water or concrete to 1.0 for soft, porous ground.

ISO 9613-2 specifies methods to calculate long-term average receiver sound levels under conditions favorable to sound propagation, namely downwind from the source or clear and calm nighttime conditions, to a distance of 1,000m/3,280 ft. There may be deviation between the CadnaA prediction and measured levels; however, in most cases, CadnaA will yield conservative results. The prediction uncertainty is much smaller than the uncertainty associated with source noise levels and actual meteorological conditions.

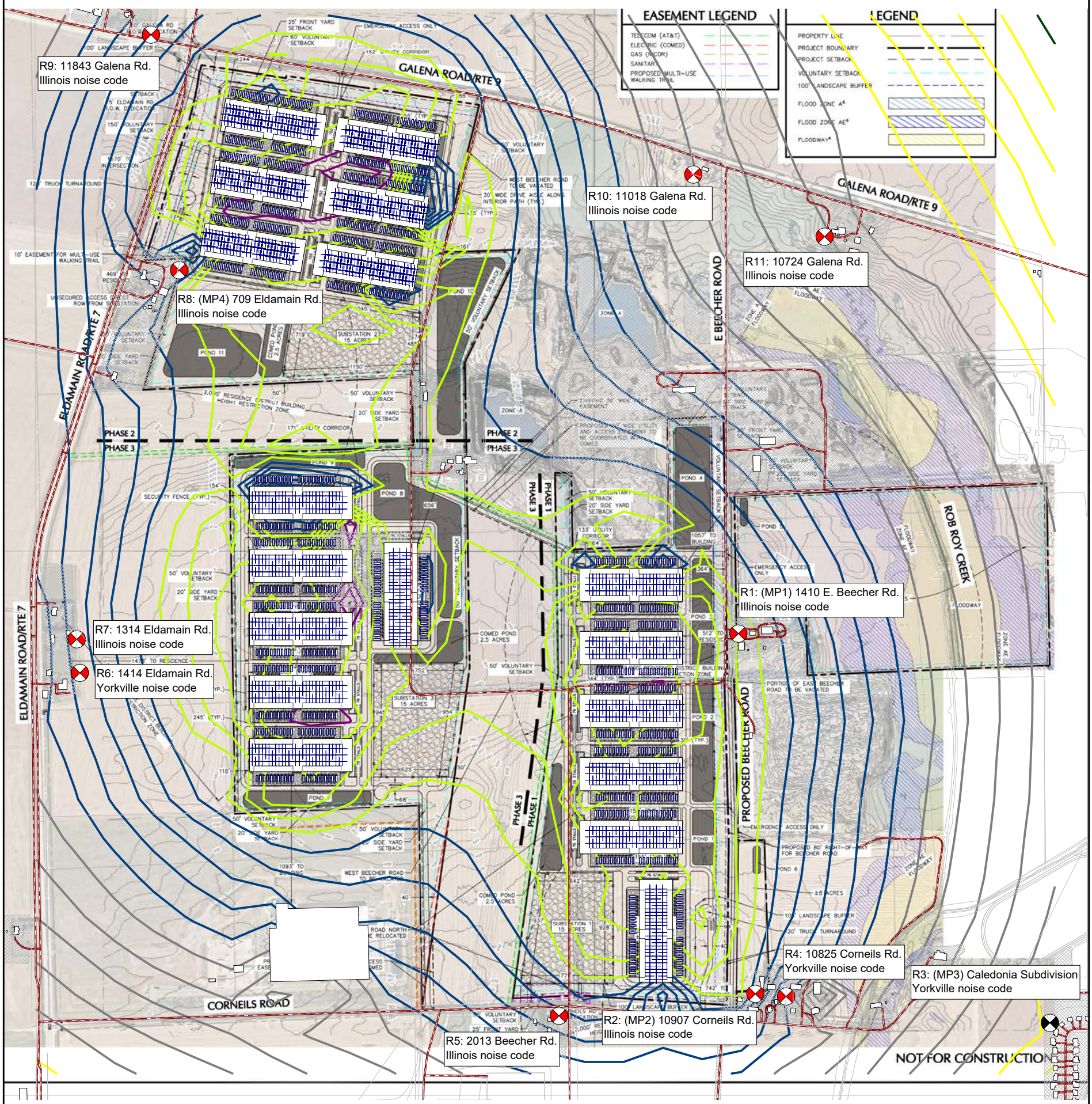


Figure 1. Prologis Project Steel Predicted Nighttime Sound Levels

Standard Chillers, Standard Generators

35 <= ... < 40 dBA
40 <= ... < 45 dBA
45 <= ... < 50 dBA
50 <= ... < 55 dBA
55 <= ... < 60 dBA
60 <= ... < 65 dBA
65 <= ... < 70 dBA
70 <= ... < 75 dBA
75 <= ... < 80 dBA
80 <= ... < 85 dBA
85 <= ... dBA

Point Source
Area Source
vert. Area Source
Road
Building
Barrier
Bridge
Receiver
Calculation Area

Scale 1 : 10176
Units in meters
UTM Zone 16
Datum WGS84

Rev	Date
0	8/11/25

Shiner Acoustics, LLC

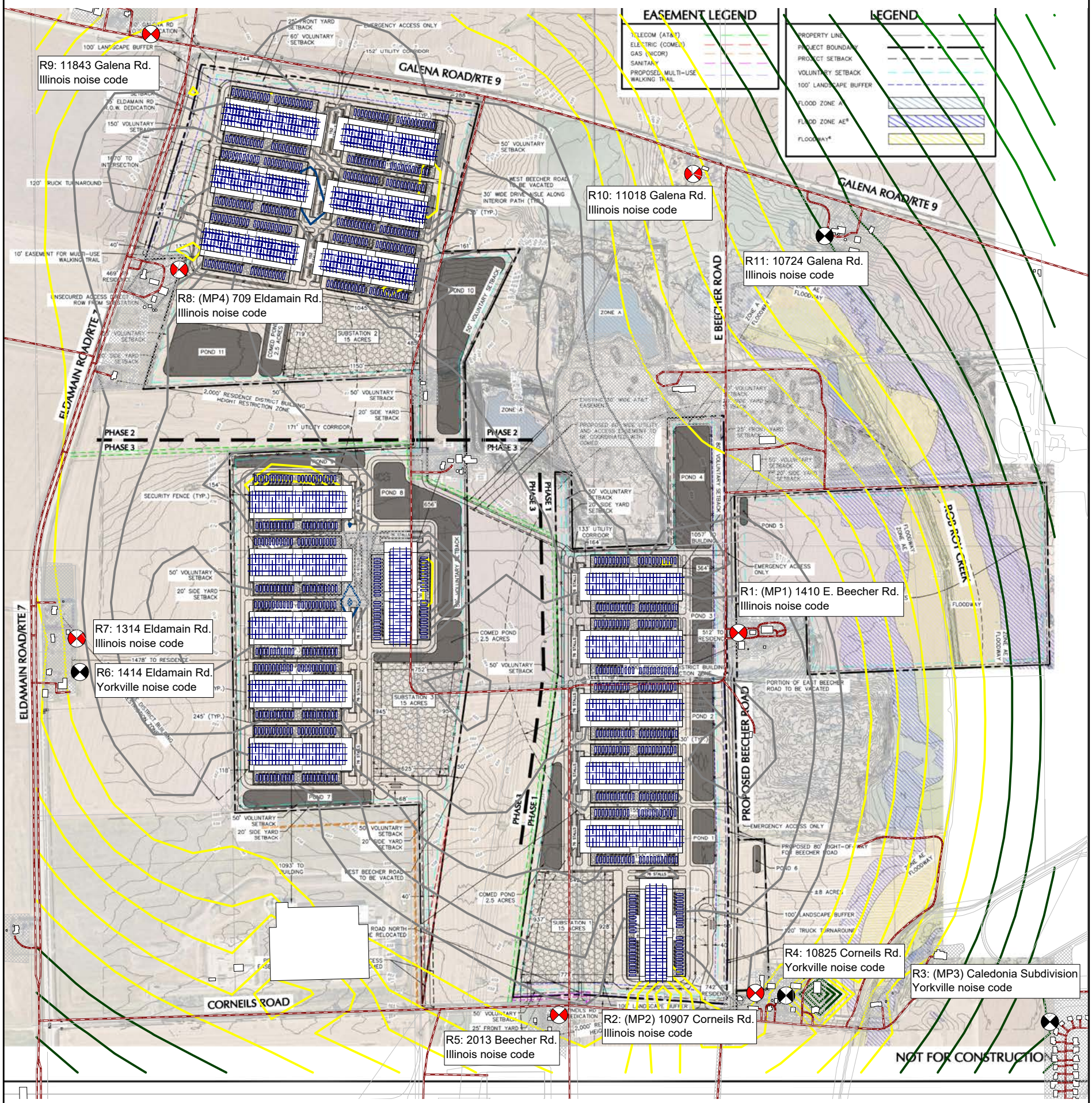


Figure 2. Prologis Project Steel Predicted Nighttime Sound Levels

Low-noise Chillers, Sound Walls, Standard Generators

35 <= ... < 40 dBA
40 <= ... < 45 dBA
45 <= ... < 50 dBA
50 <= ... < 55 dBA
55 <= ... < 60 dBA
60 <= ... < 65 dBA
65 <= ... < 70 dBA
70 <= ... < 75 dBA
75 <= ... < 80 dBA
80 <= ... < 85 dBA
85 <= ... dBA

Point Source
Area Source
vert. Area Source
Road
Building
Barrier
Bridge
Receiver
Calculation Area

Scale 1 : 10176
Units in meters
UTM Zone 16
Datum WGS84

Rev	Date
0	8/11/25

Shiner Acoustics, LLC

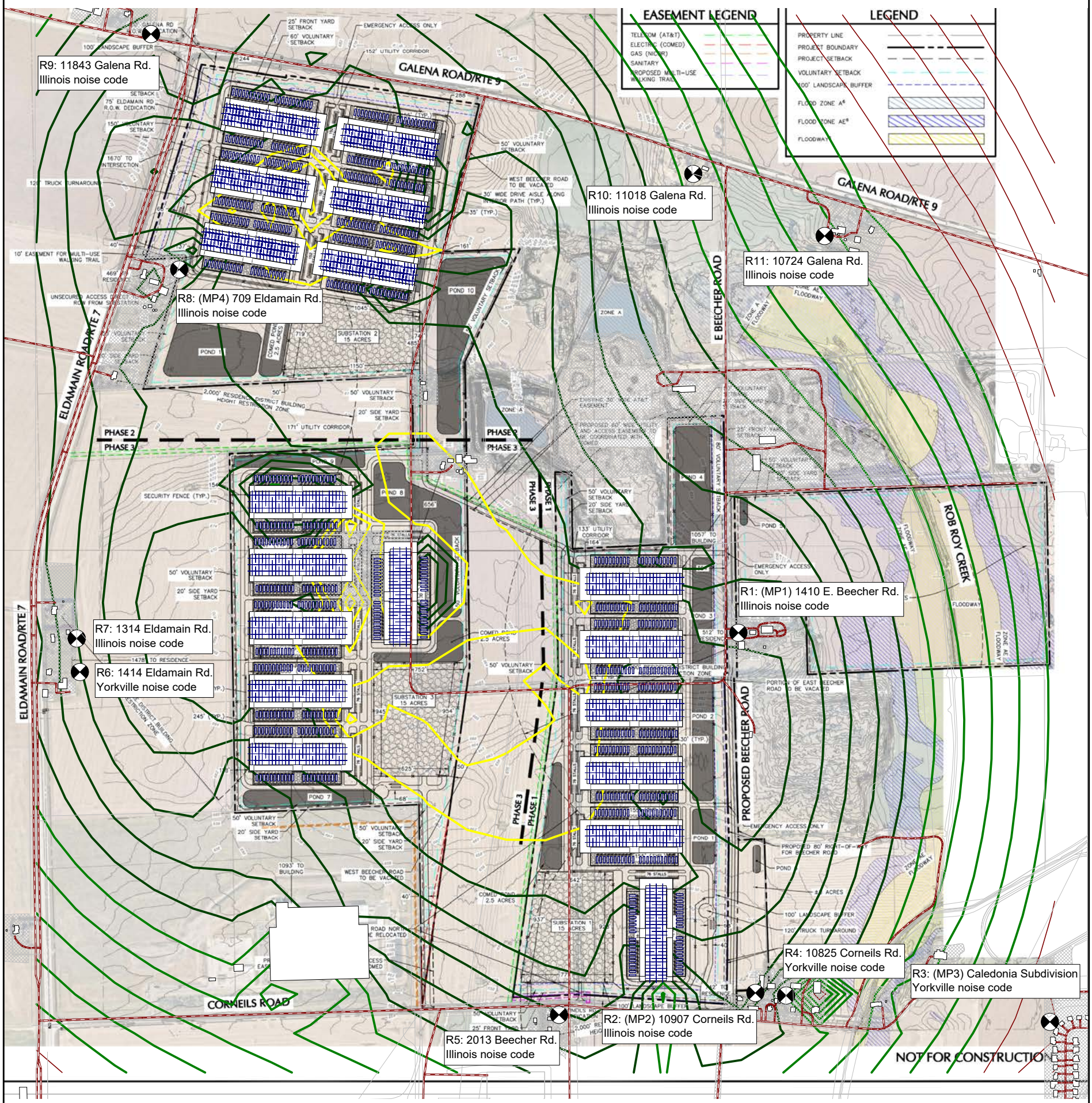


Figure 3. Prologis Project Steel Predicted Nighttime Sound Levels

Very Low-noise Chillers (600 RPM fans), Sound Walls, Standard Generators

35 <= ... < 40 dBA
40 <= ... < 45 dBA
45 <= ... < 50 dBA
50 <= ... < 55 dBA
55 <= ... < 60 dBA
60 <= ... < 65 dBA
65 <= ... < 70 dBA
70 <= ... < 75 dBA
75 <= ... < 80 dBA
80 <= ... < 85 dBA
85 <= ... dBA

Point Source
Area Source
vert. Area Source
Road
Building
Barrier
Bridge
Receiver
Calculation Area

Scale 1 : 10176
Units in meters
UTM Zone 16
Datum WGS84

Rev	Date
0	8/11/25

Shiner Acoustics, LLC

Shiner Acoustics, LLC
Acoustical Engineers
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Prologis
6250 N. River Rd., Ste. 1100
Rosemont, IL 60018

August 12, 2025

Attn: Ms. Katie Fraser

Re: Yorkville Project Steel Sound Measurements

Dear Ms. Fraser:

The purpose of this letter is to document existing exterior noise levels measured near the property lines of the proposed site of a new data center in Yorkville IL.

Introduction

Langan is an engineer for a proposed data center development in Yorkville, Illinois. The project will be about 540 acres on two parcels generally between Eldamain Rd., Galena Rd., a relocated Beecher Rd., and Corneils Rd. Most or all of the properties are located in unincorporated Kendall Co. and will be annexed into Yorkville.

The site will be adjacent to residential properties in every direction except north. Several residences will be located close to mechanical equipment or data center buildings and the equipment has the potential to generate high noise levels at the residences.

Measurements

We conducted environmental sound measurements at the site from June 23 to 27, 2025. The sound level meters were located at four locations on the property. A site plan with measurement locations marked is shown in Figure 1 and the locations are shown in Table 1. A microphone and preamplifier were connected to each sound level meter. The microphones were protected with windscreens and attached to tripods at a height of about 5 ft above the ground. The sound level meters and batteries were contained in weathertight cases.

Table 1. Measurement Locations

Measurement Point	Location	Comments
1	1410 E. Beecher Rd.	East of site
2	10907 Corneils Rd.	Southeast of site
3	Near 10417 Corneils Rd.	Caledonia subdivision
4	790 Eldamain Rd.	West of site

The following instrumentation was used:

- Four Norsonic 140 sound level meters and analyzers
- Four Norsonic Nor 1209 preamplifiers
- Four Norsonic Nor 1125 ½" condenser microphones
- Norsonic Nor 1251 microphone calibrator
- Microphone extension cables, windscreens, and tripods

Measurements were started on June 23, 2025 at about 2 p.m., and terminated on June 27, 2025 about 10 a.m. with the exception of meter 4, which died at 5:50 p.m. June 26, 2025. The periods between 8:15 p.m. and 9:30 p.m. on June 24, 1:30 a.m. and 4:30 a.m. on June 25, and 6:00 p.m. and 7:15 p.m on June 25. were excluded due to rain.

Wind speeds were less than 10 mph throughout the measurement period. The primary noise source in the vicinity was wind noise, with slight traffic on nearby roads, and animal (bird) noise as secondary sources.

The analyzer measured A-weighted sound pressure levels and one-third octave bands. Data were sampled continuously with one-hour intervals and one-second time histories. The L_{eq} (time-average) spectrum and other statistics were stored for each hour and one-second interval. The sound level meters were field calibrated before and after the measurements.

Measurement Results

The highest hourly sound level was 63 dBA, which occurred on June 26 at 5:00 p.m. at location 3. Figures 2 through 5 show the measured one-second and hourly A-weighted sound levels, the LA90, which is the baseline sound level, or the A weighted sound level exceeded during 90% of the measurement, and the time periods that were excluded from the analysis. Table 2 shows the average, highest, and lowest hourly measurements.

Table 2 – Measured Hourly Sound Levels

Location	Average (Leq, dB re 20µPa)			Baseline (L90, dB re 20µPa)		
	Lowest	Average	Highest	Lowest	Average	Highest
1	38 6/24 1:00 a.m.	52	61 6/25 3:00 p.m.	35 6/24 7:00 p.m.	42	51 6/23 3:00 p.m.
2	31 6/24 1:00 a.m.	50	62 6/25 1:00 a.m.	26 6/24 1:00 a.m.	39	46 6/27 12:00 a.m.
3	41 6/23 11:00 p.m.	54	63 6/26 5:00 p.m.	31 6/24 12:00 a.m.	41	47 6/23 4:00 p.m.
4	39 6/24 9:00 p.m.	48	56 6/24 8:00 p.m.	29 6/24 2:00 a.m.	39	45 6/23 3:00 p.m.

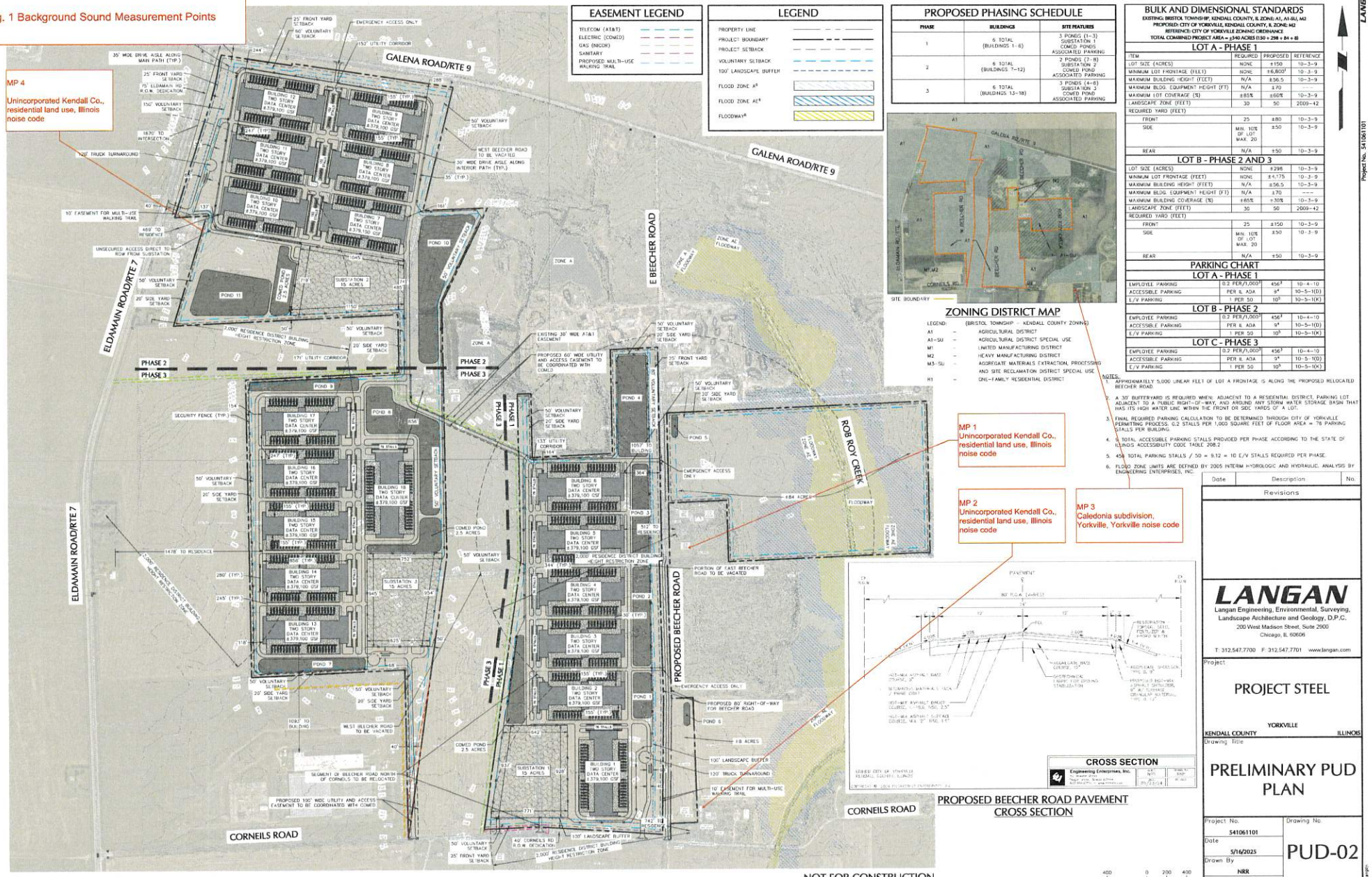
This data will serve as a baseline for our acoustic model of the proposed data center, which will be used to predict sound levels and compliance with local noise ordinances.

If you have questions concerning this report, please do not hesitate to contact us.

Respectfully submitted,
Shiner Acoustics, LLC

Michael Tendy

Fig. 1 Background Sound Measurement Points



PROPOSED PHASING SCHEDULE

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

BULK AND DIMENSIONAL STANDARDS

EXISTING: BRISTOL TOWNSHIP, KENDALL COUNTY, IL ZONE: A1, A1-SU, M2
PROPOSED: CITY OF YORKVILLE, KENDALL COUNTY, IL ZONE: M2
REFERENCE: CITY OF YORKVILLE ZONING ORDINANCE
TOTAL COMBINED PROJECT AREA = ±340 ACRES (130 + 298 + 84 + 8)

LOT A - PHASE 1

ITEM	REQUIRED	PROPOSED	REFERENCE
LOT SIZE (ACRES)	NONE	±130	10-3-9
MINIMUM LOT FRONTAGE (FEET)	NONE	±6,800[1]	10-3-9
MAXIMUM BUILDING HEIGHT (FEET)	N/A	±96.5	10-3-9
MAXIMUM BLDG. EQUIPMENT HEIGHT (FT)	N/A	±70	---
MAXIMUM LOT COVERAGE (%)	±85%	±60%	10-3-9
LANDSCAPE ZONE (FEET)	30	50	2009-42
REQUIRED YARD (FEET)			
FRONT	25	±80	10-3-9
SIDE	MIN. 10% OF LOT MAX. 20	±50	10-3-9
REAR	N/A	±50	10-3-9

LOT B - PHASE 2 AND 3

LOT SIZE (ACRES)	NONE	±298	10-3-9
MINIMUM LOT FRONTAGE (FEET)	NONE	±4,175	10-3-9
MAXIMUM BUILDING HEIGHT (FEET)	N/A	±96.5	10-3-9
MAXIMUM BLDG. EQUIPMENT HEIGHT (FT)	N/A	±70	---
MAXIMUM BUILDING COVERAGE (%)	±85%	±30%	10-3-9
LANDSCAPE ZONE (FEET)	30	50	2009-42
REQUIRED YARD (FEET)			
FRONT	25	±150	10-3-9
SIDE	MIN. 10% OF LOT MAX. 20	±50	10-3-9
REAR	N/A	±50	10-3-9

PARKING CHART

LOT A - PHASE 1

EMPLOYEE PARKING	0.2 PER/1,000[2]	456[3]	10-4-10
ACCESSIBLE PARKING	PER IL ADA	9[4]	10-5-1(D)
E/V PARKING	1 PER 50	10[5]	10-5-1(K)

LOT B - PHASE 2

EMPLOYEE PARKING	0.2 PER/1,000[2]	456[3]	10-4-10
ACCESSIBLE PARKING	PER IL ADA	9[4]	10-5-1(D)
E/V PARKING	1 PER 50	10[5]	10-5-1(K)

LOT C - PHASE 3

EMPLOYEE PARKING	0.2 PER/1,000[2]	456[3]	10-4-10
ACCESSIBLE PARKING	PER IL ADA	9[4]	10-5-1(D)
E/V PARKING	1 PER 50	10[5]	10-5-1(K)

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

No.	Description	Date
	Revisions	

LANGAN
Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.
200 West Madison Street, Suite 2900
Chicago, IL 60606
T: 312.547.7700 F: 312.547.7701 www.langan.com

Project: PROJECT STEEL
YORKVILLE
KENDALL COUNTY ILLINOIS

Drawing Title: PRELIMINARY PUD PLAN

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

Project No. 541061101

Date: 7/16/2025 Time: 17:30 User: pdravet Style Table: Langan.stb Layout: CP-01 Document Code: CP01-541061101-01\02-CS101-0101

Figure 2 - Location 1 Sound Pressure Levels

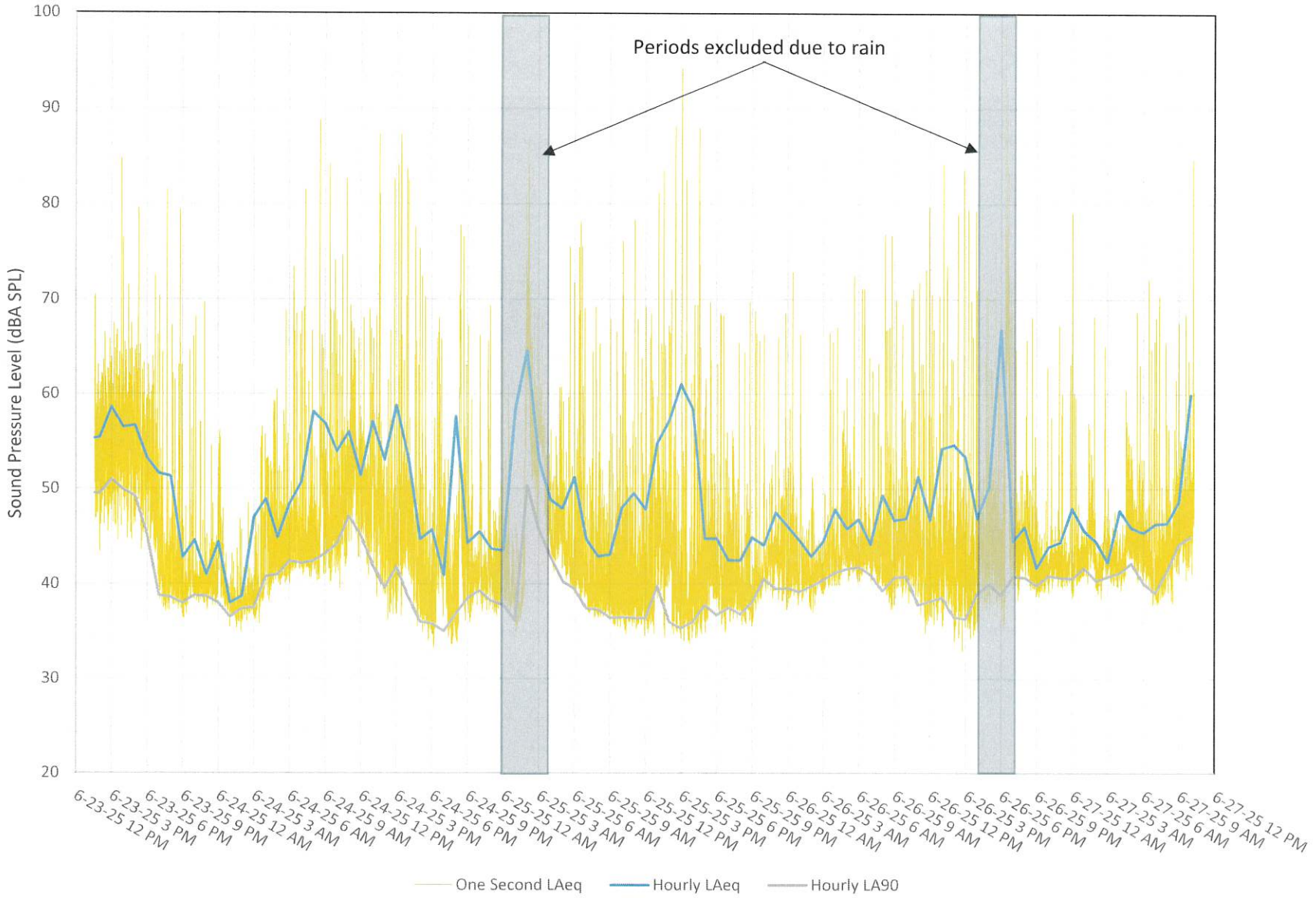


Figure 3 - Location 2 Sound Pressure Levels

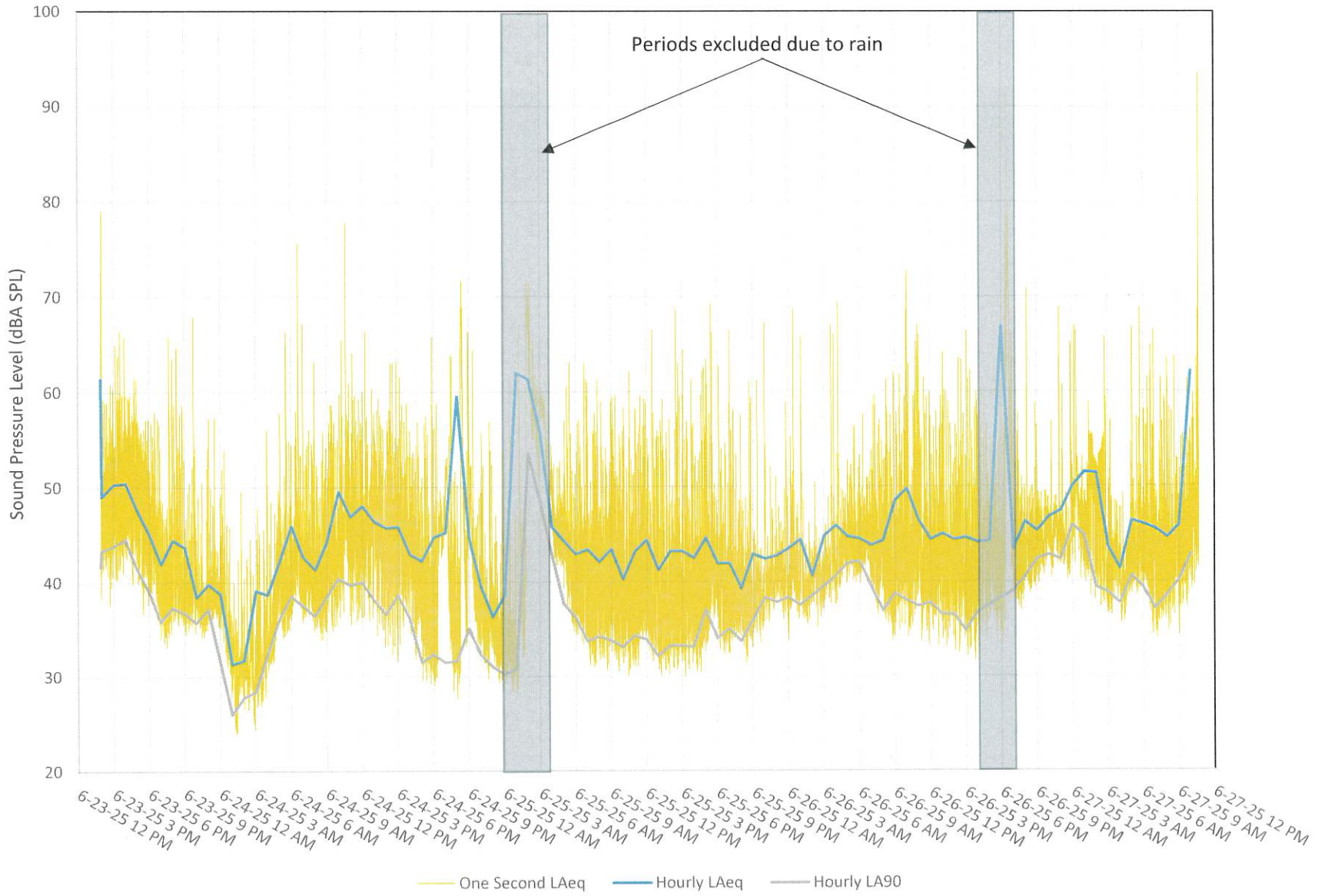


Figure 4 - Location 3 Sound Pressure Levels

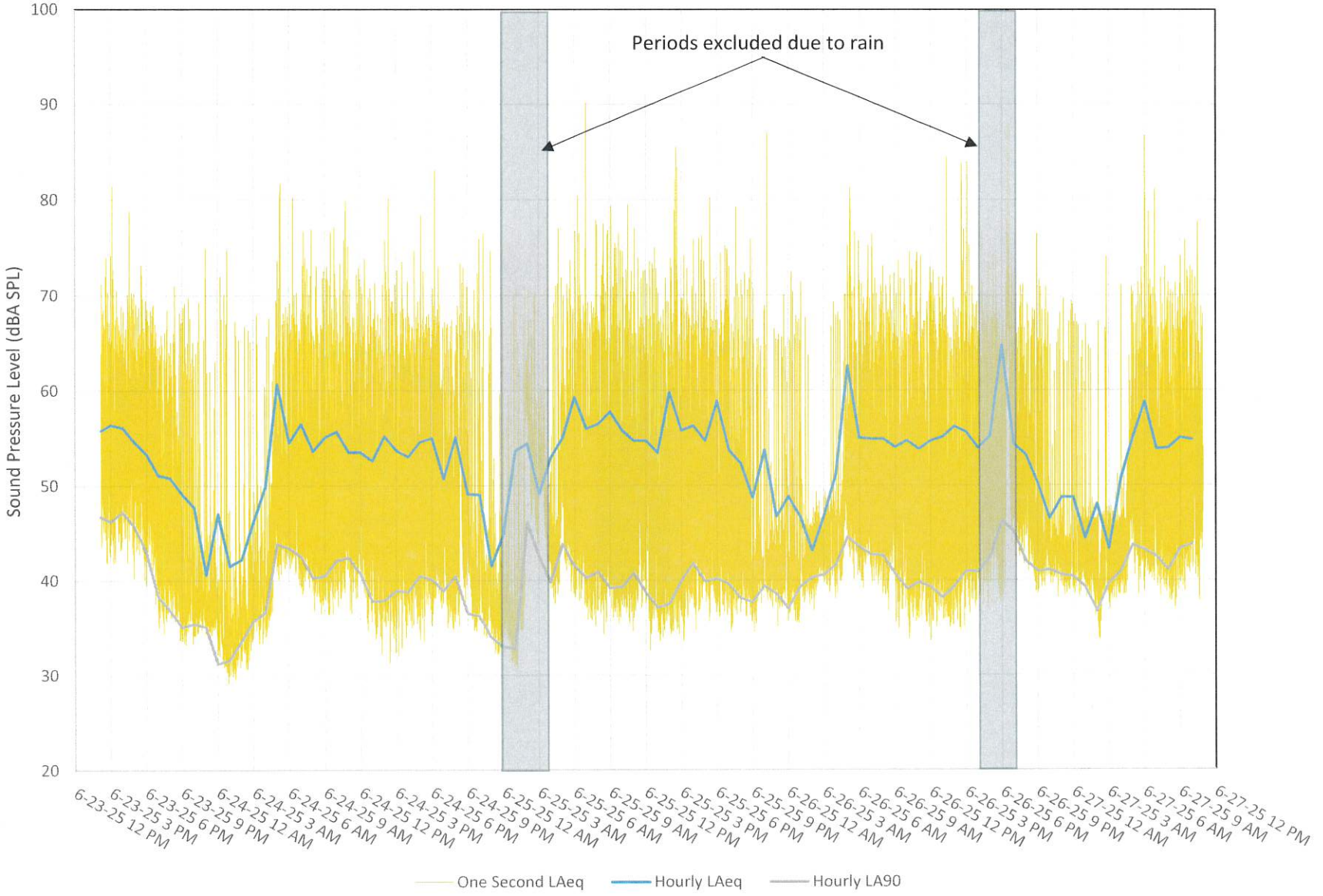
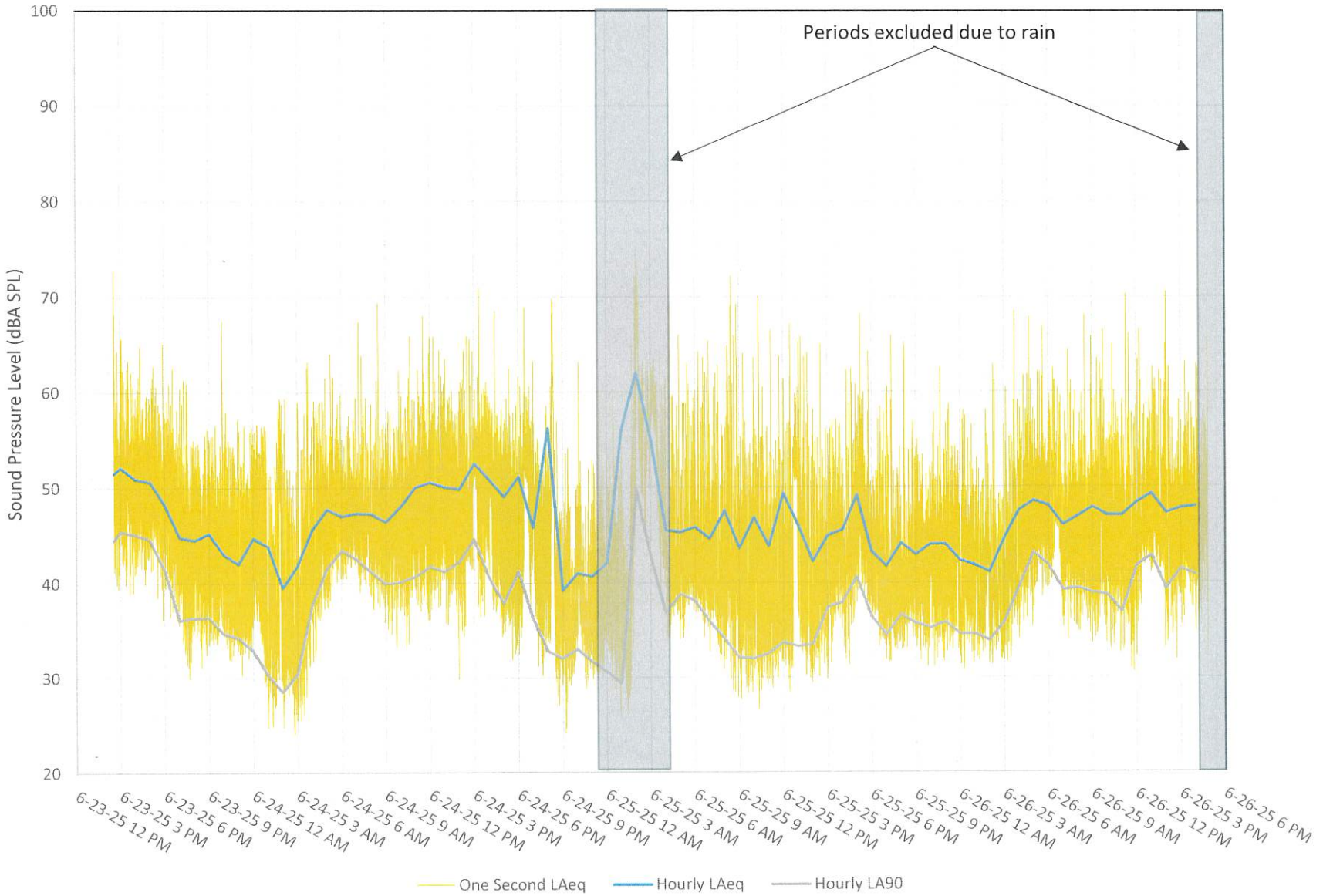


Figure 5 - Location 4 Sound Pressure Levels



Soundscape Engineering
Practical Solutions from Professional Engineers

MEMORANDUM

August 26, 2025

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

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

Re: Project Steel Proposed Data Center Campus and On-site Substations Development
Review of Preliminary Sound Study

Prologis, L.P., is seeking approval from the United City of Yorkville for development of Project Steel, a 540-acre data center campus and on-site substation development. The City requested Project Steel 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 (Caledonia Subdivision)

    The site noise survey measured sound levels at representative residential locations in each of the 4 compass directions for the appropriate durations.

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 substation transformers, RTUs, AHUs, fans, cooling towers, or any other potential project noise sources. These must be included in the final model.
2) The Study notes that chiller third-octave band data was reviewed to ensure no prominent discrete tones. In the final noise study, this 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 and at the planned operating speeds.
3) The report does not state how many generators were considered to be operating at one time and where they are located. In addition, the generators are shown in Table 4 to be 85 dBA at a distance of 23 feet, but the contours in Figures 1-3 show sound levels of no more than 70 dBA inside the generator enclosures. Also, there is no contour discontinuity at the enclosure edge that we would expect to see with a sound barrier. Verify that the generator noise was included in the 3D model and indicate where they were located and how many were assumed to be operating at once.
4) At a recent City Council meeting, the mayor requested Project Cardinal to provide neighborhood sound levels for the case when all generators are operating simultaneously. The City may also wish for Project Steel to provide this analysis.
5) Describe barrier heights in relation to height of equipment. We would typically not expect walls that are the same height as the source to be sufficiently effective. The final study will need to provide source heights, wall heights, and wall footprints. The necessary barrier heights will need to be demonstrated through the use of the computer modeling.
6) The barrier description allows a few inches gap between the roof and the bottom of the sound walls. The final study will need to demonstrate that such a gap does not limit barrier effectiveness.
7) In addition to considering compliance with Yorkville's noise ordinance, Project Steel also considered compliance with Title 35 from Illinois Pollution Control Board (IPCB). However, the results for the mitigated case show one to six decibel exceedances in the 1 kHz and 2 kHz octave bands. If this information is included in the report, it is recommended that further mitigation strategies be investigated to allow full compliance with IPCB standards.

3. **Issue report(s) to document the ambient measurements and initial modeling results.**

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. The generator analysis needs to be revised as described in item (3) above to sufficiently demonstrate that it is feasible for the project to comply with the Yorkville ordinance. In addition, the City may wish to request that the analysis be performed with all generators running at full load, for information purposes. Finally, the project should keep in mind that a more detailed analysis and report will be expected in the final study.

****END OF MEMORANDUM****

Shiner Acoustics, LLC
Acoustical Engineers
225 W Washington St. - Suite 1625, Chicago, Illinois 60606
Phone 312 849-3340 Fax 312 849-3344 www.shineracoustics.com

Prologis
6250 N. River Rd., Ste. 1100
Rosemont, IL 60018

September 5, 2025

Attn: Ms. Katie Fraser

Re: Yorkville Project Steel Sound Measurements

Dear Ms. Fraser:

The purpose of this letter is to provide a response to the recent Soundscape Engineering comments.

Introduction

Prologis is developing a data center in Yorkville, Illinois, which will be about 540 acres on two parcels generally between Eldamain Rd., Galena Rd., a relocated Beecher Rd., and Corneils Rd. Most or all of the properties are located in unincorporated Kendall Co. and will be annexed into Yorkville.

The site will be adjacent to residential properties in every direction. Several residences will be located close to mechanical equipment or data center buildings and the equipment has the potential to generate high noise levels at the residences.

Shiner Acoustics took background sound measurements in June, 2025 and modeled the proposed equipment, as documented in reports prepared in July and August, 2025. Soundscape Engineering, as Yorkville's acoustical consultant, reviewed these two reports and provided comments in an August 26, 2025 letter.

Response to Soundscape Engineering Comments

1. Comment: The computer model included generators and chillers, but did not include substation transformers, RTUs, AHUs, fans, cooling towers, or any other potential project noise sources. These must be included in the final model.

   Response: The final model will include substation transformers, rooftop units (RTUs), and other noise sources.

2. Comment: The study notes that chiller third-octave band data was reviewed to ensure no prominent discrete tones. In the final noise study, this 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 and at the planned operating speeds.

   Response: We concur.

3. Comment: The report does not state how many generators were considered to be operating at one time and where they are located. In addition, the generators are shown in Table 4 to be 85 dBA at a distance of 23 feet, but the contours in Figures 1-3 show sound levels of no more than 70 dBA inside the generator enclosures. Also, there is no contour

discontinuity at the enclosure edge that we would expect to see with a sound barrier. Verify that the generator noise was included in the 3D model and indicate where they were located and how many were assumed to be operating at once.

Response: Generators are located as shown on the drawings, and have the dimensions shown on the drawings. Generator operation time was modeled as follows: In one month, there is a maximum of 130 hours in which the 43 generators per building can be exercised. This equates to 21.5 hours total exercising time per month, since each generator is exercised for 30 minutes. Therefore, the generators are exercising for a fraction (16.5%) of the total time allotted. The preceding figures were used to determine the operating time per day per generator and to adjust the sound level logarithmically.

Sound barriers are included and modeled correctly but sound level contour discontinuities may not be shown due to the large sound level grid spacing necessary with a project of this size. Fig. 1 below shows contours with finer grid spacing and correctly shows the discontinuities.

4. Comment: At a recent city council meeting, the mayor requested Project Cardinal to provide neighborhood sound levels for the case when all generators are operating simultaneously. The city may also wish for Project Steel to provide this analysis.

   Response: Table 1 presents predicted sound levels under a blackout scenario, with all generators and all chillers operating. Also presented are the sound levels under normal operation with mitigation to meet the Yorkville code.

5. Comment: Describe barrier heights in relation to height of equipment. We would typically not expect walls that are the same height as the source to be sufficiently effective. The final study will need to provide source heights, wall heights, and wall footprints. The necessary barrier heights will need to be demonstrated through the use of the computer modeling.

   Response: Barrier heights are the same as those for the mechanical equipment that they surround. This is due to the risk of air recirculation with barriers that are higher than the equipment. All barriers are sufficiently high to break the line of sight between the source and receiver and provide an acoustical benefit. The requested data will be included in the final report.

6. Comment: The barrier description allows a few inches gap between the roof and the bottom of the sound walls. The final study will need to demonstrate that such a gap does not limit barrier effectiveness.

   Response: Gaps between the roof and bottom of sound walls are commonly requested by: a) structural engineers to reduce loads due to drifting snow, b) barrier vendors and contractors for constructability and practicality, and c) roof vendors to maintain the warranty and allow for future repairs. The gaps are expected to reduce barrier insertion loss slightly when compared to an ideal barrier. We will address the gaps and their impact in the final study.

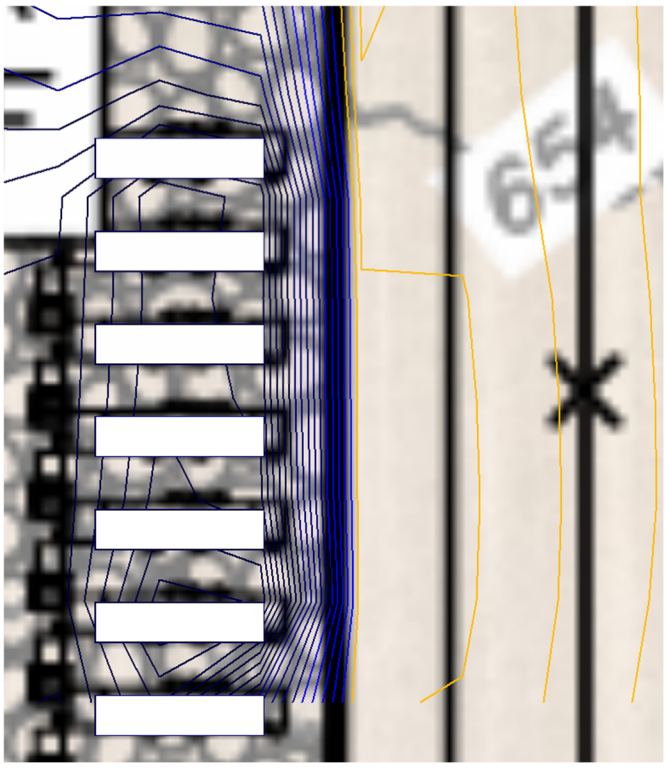
7. Comment: In addition to considering compliance with Yorkville's noise ordinance, Project Steel also considered compliance with Title 35 from Illinois Pollution Control Board (IPCB). However, the results for the mitigated case show one to six decibel exceedances in the 1 kHz and 2 kHz octave bands. If this information is included in the report, it is recommended that further mitigation strategies be investigated to allow full compliance with IPCB standards.

   Response: While there are slight exceedances in the predictions, in the final study we can investigate additional mitigation to meet the Illinois code.

Table 1. Predicted Sound Levels, with Yorkville Mitigation

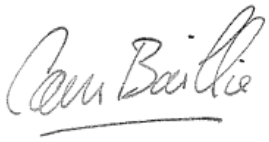
Receiver	Jurisdiction	Sound Pressure Level (dB re 20 µPa), A-weighted		
		Day (chillers, generators)	Night (chillers)	Blackout (chillers, all generators)
Yorkville noise code	n/a	60	50	n/a
Illinois noise code	n/a	55	44	n/a
R1: 1410 E. Beecher Rd.	Illinois	52	52	65
R2: 10907 Corneils Rd.	Illinois	50	49	62
R3: Caledonia	Yorkville	41	41	53
R4: 10825 Corneils Rd.	Yorkville	49	49	60
R5: 2013 Beecher Rd.	Illinois	50	50	62
R6: 1414 Eldamain Rd.	Yorkville	50	50	60
R7: 1314 Eldamain Rd.	Illinois	50	50	60
R8: 790 Eldamain Rd.	Illinois	51	51	66
R9: 11843 Galena Rd.	Illinois	49	49	60
R10: 11018 Galena Rd.	Illinois	47	46	57
R11: 10724 Galena Rd.	Illinois	44	44	56

Fig. 1 Detail at Generator Sound Barrier with Finer Grid Spacing



If you have questions concerning this report, please do not hesitate to contact us.

Respectfully submitted,
Shiner Acoustics, LLC



Cameron Baillie, P.Eng.

Soundscape Engineering
Practical Solutions from Professional Engineers

MEMORANDUM

September 9, 2025

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

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

Re: Project Steel Proposed Data Center Campus and On-site Substations Development
Response to Shiner Acoustic's September 5th Memo

Prologis, L.P., is seeking approval from the United City of Yorkville for development of Project Steel, a 540-acre data center campus and on-site substation development. The City requested Project Steel to provide a preliminary sound study, which was provided on August 12, 2025 by Shiner Acoustics. We provided peer review comments on August 26, 2025 (in blue), and received a response from Shiner on September 5, 2025 (comments added in green). We have the following additional comments (purple text) in response to this initial noise study and the follow-up discussion:

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 (Caledonia Subdivision)

    The site noise survey measured sound levels at representative residential locations in each of the 4 compass directions for the appropriate durations.

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 substation transformers, RTUs, AHUs, fans, cooling towers, or any other potential project noise sources. These must be included in the final model.
    - Shiner: The final model will include substation transformers, rooftop units (RTUs), and other noise sources.
    - Soundscape: No further comments
2. The Study notes that chiller third-octave band data was reviewed to ensure no prominent discrete tones. In the final noise study, this 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 and at the planned operating speeds.
    - Shiner: We concur.
    - Soundscape: No further comments
3. The report does not state how many generators were considered to be operating at one time and where they are located. In addition, the generators are shown in Table 4 to be 85 dBA at a distance of 23 feet, but the contours in Figures 1-3 show sound levels of no more than 70 dBA inside the generator enclosures. Also, there is no contour discontinuity at the enclosure edge that we would expect to see with a sound barrier. Verify that the generator noise was included in the 3D model and indicate where they were located and how many were assumed to be operating at once.
    - Generators are located as shown on the drawings, and have the dimensions shown on the drawings. Generator operation time was modeled as follows: In one month, there is a maximum of 130 hours in which the 43 generators per building can be exercised. This equates to 21.5 hours total exercising time per month, since each generator is exercised for 30 minutes. Therefore, the generators are exercising for a fraction (16.5%) of the total time allotted. The preceding figures were used to determine the operating time per day per generator and to adjust the sound level logarithmically.

      Sound barriers are included and modeled correctly but sound level contour discontinuities may not be shown due to the large sound level grid spacing necessary with a project of this size. Fig. 1 below shows contours with finer grid spacing and correctly shows the discontinuities.
    - Soundscape: The methodology of determining the operating time per day per generator and adjusting the sound level logarithmically is not in compliance with the Yorkville noise ordinance. This time-averaging approach dilutes the generator-related noise level by spreading it across all possible hours of operation, thereby underestimating the short-term maximum. In contrast, the Yorkville noise ordinance limits the maximum noise level at any given time, with no duration-related adjustments to the ordinance limit for noise levels that are 12 minutes or longer per hour.

      In other words, the initial noise study took the generator-related sound pressure levels (85 dBA at 23 feet) and calculated the equivalent sound level if that 30-minute sound source were spread out over a 3-hour period, effectively reducing the noise source by

7.8 dBA ($L_{avg} = L_{max} – 10*\log(1/D)$ where D = 0.165). The ordinance is the maximum sound level expected to occur, not a daytime L_{eq} or any other time-averaged metric.

Figure 1 shows contour discontinuities at sound barriers as expected.

4. At a recent City Council meeting, the mayor requested Project Cardinal to provide neighborhood sound levels for the case when all generators are operating simultaneously. The City may also wish for Project Steel to provide this analysis.
   - Shiner: Table 1 presents predicted sound levels under a blackout scenario, with all generators and all chillers operating. Also presented are the sound levels under normal operation with mitigation to meet the Yorkville code.

Table 1. Predicted Sound Levels, with Yorkville Mitigation

Receiver	Jurisdiction	Sound Pressure Level (dB re 20 µPa), A-weighted		
		Day (chillers, generators)	Night (chillers)	Blackout (chillers, all generators)
Yorkville noise code	n/a	60	50	n/a
Illinois noise code	n/a	55	44	n/a
R1: 1410 E. Beecher Rd.	Illinois	52	52	65
R2: 10907 Corneils Rd.	Illinois	50	49	62
R3: Caledonia	Yorkville	41	41	53
R4: 10825 Corneils Rd.	Yorkville	49	49	60
R5: 2013 Beecher Rd.	Illinois	50	50	62
R6: 1414 Eldamain Rd.	Yorkville	50	50	60
R7: 1314 Eldamain Rd.	Illinois	50	50	60
R8: 790 Eldamain Rd.	Illinois	51	51	66
R9: 11843 Galena Rd.	Illinois	49	49	60
R10: 11018 Galena Rd.	Illinois	47	46	57
R11: 10724 Galena Rd.	Illinois	44	44	56

   - Soundscape: The difference in sound level between a single generator and 43 generators (the number of generators planned per building) is 10*log(43), or approximately 16 dB. If the generators are louder than the chillers at a given location, we would expect the blackout sound level to be approximately 16 dB louder than the maximum sound level during generator testing (with some variation due to barrier effects or other factors). Table 1 shows the difference between the daytime and blackout noise levels ranging from 10-15 dBA. At R8 (790 Eldamain Rd.), which is close to the building and likely in the acoustic shadow of the chiller barrier wall, the difference is 15 dBA – consistent with what we would expect if the daytime levels represent the maximum. However, Shiner's response to comment 3 indicates that the time-averaged sound level was calculated at residential receivers, reducing the reported generator noise by approximately 7.8 dBA (Lavg = Lmax – 10*log10(1/D), where D = 0.165). We would therefore expect the blackout noise levels (with all generators running simultaneously at maximum) to be about 24 dBA higher than the reported daytime levels, not 15 dBA. Please confirm that the blackout

sound levels reflect the maximum levels and do not incorporate the time-averaged adjustment described in Comment 3.

5. Describe barrier heights in relation to height of equipment. We would typically not expect walls that are the same height as the source to be sufficiently effective. The final study will need to provide source heights, wall heights, and wall footprints. The necessary barrier heights will need to be demonstrated through the use of the computer modeling.
    - Shiner: Barrier heights are the same as those for the mechanical equipment that they surround. This is due to the risk of air recirculation with barriers that are higher than the equipment. All barriers are sufficiently high to break the line of sight between the source and receiver and provide an acoustical benefit. The requested data will be included in the final report.
    - Soundscape: No further comments
6. The barrier description allows a few inches gap between the roof and the bottom of the sound walls. The final study will need to demonstrate that such a gap does not limit barrier effectiveness.
    - Shiner: Gaps between the roof and bottom of sound walls are commonly requested by: a) structural engineers to reduce loads due to drifting snow, b) barrier vendors and contractors for constructability and practicality, and c) roof vendors to maintain the warranty and allow for future repairs. The gaps are expected to reduce barrier insertion loss slightly when compared to an ideal barrier. We will address the gaps and their impact in the final study.
    - Soundscape: No further comments
7. In addition to considering compliance with Yorkville's noise ordinance, Project Steel also considered compliance with Title 35 from Illinois Pollution Control Board (IPCB). However, the results for the mitigated case show one to six decibel exceedances in the 1 kHz and 2 kHz octave bands. If this information is included in the report, it is recommended that further mitigation strategies be investigated to allow full compliance with IPCB standards.
    - Shiner: While there are slight exceedances in the predictions, in the final study we can investigate additional mitigation to meet the Illinois code.
    - Soundscape: No further comments

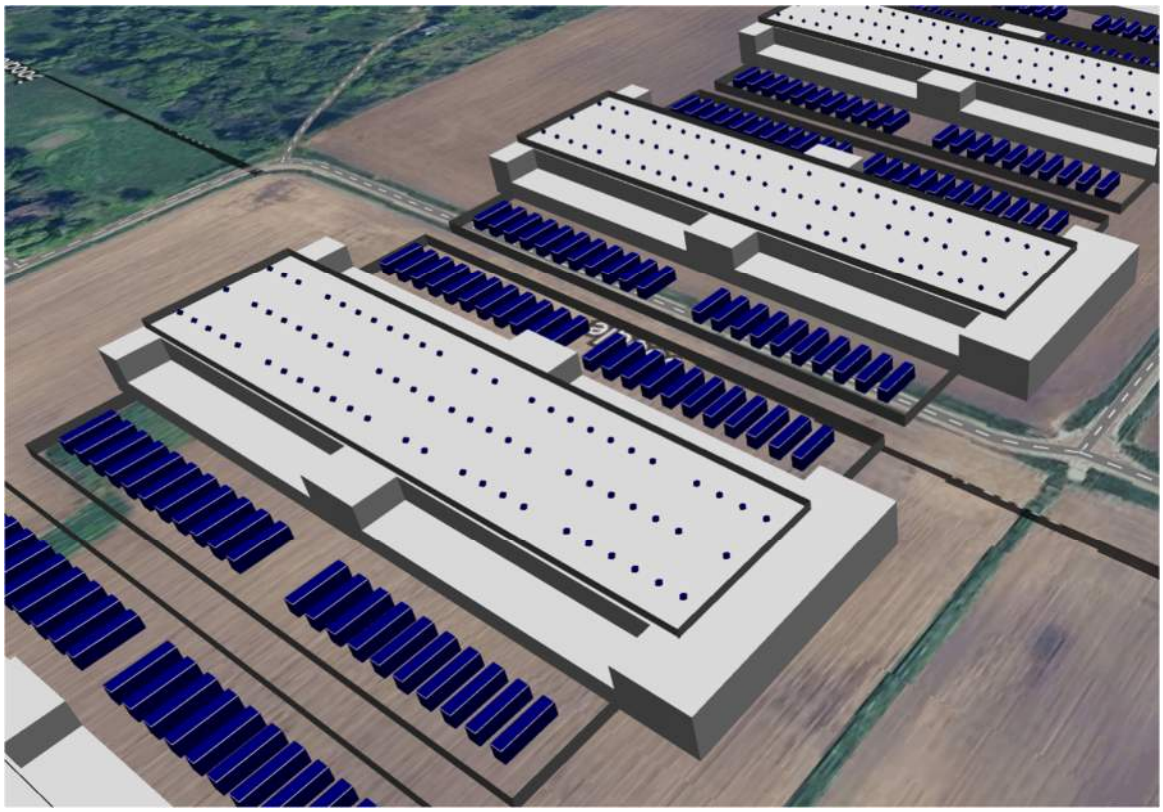
3. **Issue report(s) to document the ambient measurements and initial modeling results.**

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. The generator analysis needs to be revised as described in item (3) above to sufficiently demonstrate that it is feasible for the project to comply with the Yorkville ordinance. In addition, the City may wish to request that the analysis be performed with all generators running at full load, for information purposes. Finally, the project should keep in mind that a more detailed analysis and report will be expected in the final study.
The generator analysis needs to be updated to present the maximum levels (not time-averaged sound levels) to sufficiently demonstrate that it is feasible for the project to comply with the Yorkville ordinance.

****END OF MEMORANDUM****

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Project Steel Environmental Noise Assessment



SA project 1250506

Revision B
September 16, 2025

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1. Summary

The noise evaluation for the Project Steel data centers in Yorkville, Illinois comprises two phases: environmental sound measurements at the proposed site and predictions of the project's outdoor sound levels. For the first phase, Shiner Acoustics, LLC took sound measurements from June 23 to 27, 2025, which were documented in a July 3, 2025 report. The second phase consisted of reviewing project documents and vendor data, developing an acoustical model of the equipment, predicting environmental sound levels, determining compliance, and recommending mitigation.

Long-term sound measurements were taken on the site, before facility construction and installation of outdoor equipment. The measurements showed that environmental sound levels were moderate, with average baseline (L_{90}) sound levels of 39 to 42 dBA.

The Yorkville noise code limits noise to residential land uses for the daytime (60 dBA) and nighttime (50 dBA) periods. The Illinois noise code limits noise from commercial to residential land uses for the daytime (about 55 dBA) and nighttime (about 44 dBA) periods.

The site has residences in every direction. Two residences and the Caledonia subdivision are in Yorkville, so the Yorkville sound limits apply. The remaining residences are located in unincorporated Kendall County, so the Illinois limits apply.

Facility noise sources and outdoor sound propagation to the residences were modeled with acoustical software. The facility's base design includes outdoor chillers, rooftop units, and enclosed emergency generators.

We analyzed environmental noise with the preceding equipment and predict sound levels of 49 to 74 dBA at residential receivers with the rooftop-mounted standard-noise chillers and standard-noise generators, which exceeds both noise codes.

We revised the acoustical model to include mitigation, such as lower-noise chillers and rooftop sound walls at chillers and generator sets. With these measures, the facility is predicted to achieve compliance with the Yorkville limits.

To achieve substantial compliance with the Illinois limits, the lowest-noise chillers and low-noise generators are recommended, in addition to the rooftop and generator set sound walls.

The recommended mitigation is as follows:

- Construct a rooftop sound wall on each building to surround the chillers;
- Construct two sound walls at grade on each building to surround the emergency generators;
- Specify chillers to meet the sound levels described below; and
- Specify emergency generators to meet the sound limits described below.

2. Introduction

The project will be about 540 acres on two parcels generally between Eldamain Rd., Galena Rd., a relocated Beecher Rd., and Corneils Rd. Some properties are located in unincorporated Kendall Co. and some will be annexed into Yorkville, or are currently in Yorkville.

The data center will be built in three phases:

- Six buildings in the southeastern corner of the property;
- Six buildings in the northeastern corner of the property;
- Six buildings in the southwest corner of the property;

Each phase will include a substation and two to three retention ponds. The buildings will be about 380,000 sf each, for a total of 6.8 million sf. Noise-generating equipment will include cooling equipment such as chillers, diesel emergency generators, and rooftop units for building ventilation.

The site will be adjacent to residential properties in every direction. Several residential property lines will be located close to mechanical equipment or data center buildings and the equipment has the potential to generate high noise levels at the residences.

As part of the annexation, rezoning, and PUD (planned use development) approval process, the City of Yorkville is requiring Prologis to demonstrate compliance with the Yorkville noise code. In addition, compliance with the Illinois noise code is required at many properties.

3. Site Description

The proposed facility will be a data center on a greenfield site in Yorkville, Illinois, as shown in Figure 1. The site is essentially flat in every direction. The noise-sensitive receivers are as follows:

- To the north: multiple residence on Galena Rd.;
- To the east: residence on the east side of the proposed relocated Beecher Rd., residences on Corneils Rd. to the southeast, and the Caledonia subdivision to the southeast;
- To the south: single-family residence on Corneils Rd.; and
- To the west: single-family residences on Eldamain Rd.

4. Measurements

Long-term ambient sound measurements were conducted at four locations surrounding the proposed data center. These locations were chosen due to their proximity to the proposed buildings and associated outdoor equipment.

Measurements were conducted from June 23 to 27, 2025 and are documented in our July 3, 2025 report. Environmental sound varies with time and is commonly quantified by the L_{90} metric, which is the baseline, or steady-state sound level that does not include louder, transient noises such as from vehicles.

Measurements were made in terms of one-third octave bands and an overall A-weighted value. The one-third octave-bands quantified frequency content, and A-weighting is commonly used for environmental sound measurement. A-weighting discriminates against low frequencies in an approximation of human hearing.

A summary of measurement results is shown in Table 1.

Table 1. Sound Measurements
June 23 to 27, 2025

Location	Baseline Sound Level (L_{90}, dB re 20µPa, A-weighted)		
	Lowest	Average	Highest
MP 1	35 6/24 7:00 p.m.	42	51 6/23 3:00 p.m.
MP 2	26 6/24 1:00 a.m.	39	46 6/27 12:00 a.m.
MP 3	31 6/24 12:00 a.m.	41	47 6/23 4:00 p.m.
MP 4	29 6/24 2:00 a.m.	39	45 6/23 3:00 p.m.

The soundscape was affected by wind noise in trees, general traffic noise, including occasional vehicles on nearby roads, and some bird noise.

5. Criteria

The Yorkville code applies to residential properties located in the City of Yorkville. The code contains numeric limits for residential land uses, as shown in Table 1. The code limits noise levels by time of day, with more restrictive limits for nighttime.

Table 1. Yorkville Sound Level Limits

Time of Day	Receiving Property Land Use
	Residential
Daytime (7:00 a.m. - 10:00 p.m.)	60 dBA
Nighttime (10:00 p.m. - 7:00 a.m.)	50 dBA

The code contains an adjustment for the noise duration, as shown in Table 2. Since all noise sources will be operating for 12 minutes per hour or longer, as discussed below, this adjustment does not apply.

The code contains an adjustment for the noise character, as shown in Table 2. Since none of the noise sources have a tonal character, as discussed below, this adjustment does not apply.

Table 2. Yorkville Adjustments to Sound Level Limits

	Adjustment to Sound Level Limit
1. Duration of noise in any one-hour period (use 1 adjustment only):	
a. 12 minutes and longer	Add 0 dBA
b. Under 12 minutes but over 3 minutes	Add 5 dBA
c. Under 3 minutes but over 1/2 minute	Add 10 dBA
d. Under 1/2 minute	Add 15 dBA
2. Noise is impulsive in character (e.g., hammering, firearms discharge, explosions)	Subtract 5 dBA
3. Content of noise includes electronically amplified, reinforced, or reproduced voice or music	Subtract 5 dBA
4. Noise is tonal in character (e.g., hum, screech)	Subtract 10 dBA
5. If measured within a building on the receiving property per subsections 4-4-4.C and D of this chapter	Subtract 20 dBA

The Illinois noise code applies to noise emissions from the data center, which is a commercial land use, to residential land uses in unincorporated Kendall County. The limits are established for daytime and nighttime in each of nine octave bands, as shown in Table 3. Note that the A-weighted level is not limited by the code, but is provided for convenience. In addition, the Illinois noise code limits tones (i.e. prominent discrete tones) to minimize community annoyance caused by this noise characteristic.

Table 3. Illinois Noise Limits

	Sound Pressure Level (dB re 20 µPa)									
	Octave Band Center Frequency (Hz)									Awt*
	31.5	63	125	250	500	1k	2k	4k	8k	
Daytime (7:00 a.m. - 10:00 p.m.)	72	71	65	57	51	45	39	34	32	55
Nighttime (10:00 p.m. to 7:00 a.m.)	63	61	55	47	40	35	30	25	25	44

* A-weighted level provided for convenience; not limited by code

6. Noise Sources

The facility will have rooftop air-cooled chillers and enclosed emergency generators at grade.

Each building will have 84 air-cooled chillers. One in seven chillers is redundant. The basis of design is 300-ton nominal Trane ACR units. The chillers are available with multiple levels of sound emissions, as described below and in Table 4:

- Standard, with the factory default condenser fan speed of 950 RPM;
- Superior or low noise;
- Ultimate or very low noise with four fan speeds of 600, 650, 700, and 950 RPM.

We reviewed Trane one-third octave band sound data for the presence of tones (i.e. prominent discrete tones). The noise data does not show the presence of tones. If the facility were to contain equipment with tonal noise emissions, its sound levels would be compared to a much more stringent (10 dB lower) Yorkville noise code. The Illinois noise code limits tones at residential receivers.

Each building will have 43 (42 critical and 1 house) packaged emergency generators, each with a 3 MW engine and generator. The enclosures will have inlet and relief ventilation silencers, and there will be an engine exhaust silencer or muffler. Standard-noise units will be specified to meet 85 dBA at 23 ft and low-noise units will be specified to meet 75 dBA at 23 ft. Each emergency generator will be exercised 30 minutes per month on weekdays between 11:00 a.m. and 5:00 p.m. All generators will operate for a total of 16.5% of their monthly allotted time.

Table 4 shows the equipment noise emissions in terms of sound power levels. Sound power levels are independent of measurement distance and enable the acoustic emissions of different sources to be compared.

Table 4. Noise Sources

Equipment	Option	Sound Power Level (dBA) (L_w, dB re 10^{-12} W, A-weighted)
Trane ACR air-cooled chiller, 300 tons nominal, 100% load	Superior	102
	Superior or low-noise	98
	Ultimate or very low noise (fan 700 RPM)	94
	Ultimate or very low noise (fan 650 RPM)	92
	Ultimate or very low noise (fan 600 RPM)	90
	Ultimate or very low noise (fan standard RPM)	101
Genset enclosure	85 dBA at 23 ft	113
	75 dBA at 23 ft	103

There will be rooftop mechanical units (RTUs) serving the data center, but no information was available on these. These can be included in future iterations of the acoustical analysis. The facility will have three substations, which will have transformers. Since the substations

are not laid out, at Prologis' direction these noise sources were not included in the acoustical model. They will be included in a future iteration.

7. Receivers

Residential receivers are located in Yorkville, in which case the Yorkville noise code applies, or unincorporated Kendall County, in which case the Illinois noise code applies. Addresses and the applicable noise code for receivers are listed in Table 5.

8. Modeling Methodology

Outdoor sound propagation calculations are based on the International Organization for Standardization (ISO) 9613-2, which considers sound sources, receivers and factors that influence sound propagation such as distance and screening. CadnaA software from DataKustik GmbH implements the standard and our acoustical model uses this software and standard acoustical calculations. The methodology is described in more detail in Appendix A.

9. Modeling Results

9.1. Base Scenario

Shiner Acoustics predicted sound pressure levels at the residences. Note that although the results below are presented as single-number A-weighted levels for simplicity, all prediction and analysis was performed using octave bands.

We modelled a base scenario, which assumes the following equipment operation and sound barriers:

- Day: standard-noise chillers and standard-noise emergency generators; and
- Night: standard-noise chillers.

The scenario for emergency generator operation was conservative: for each building, the generator closest to each receiver was assumed to be operating for one hour during the day.

Table 5 shows the facility's predicted sound levels, which are in excess of the criteria. Fig. 1 shows the facility site plan, noise sources, sound barriers (if any), receivers, and daytime sound level contours overlaid on an aerial photo. Fig. 2 shows nighttime sound level contours.

Table 5. Predicted Sound Levels, Base Scenario

Receiver	Jurisdiction	Sound Pressure Level (dB re 20 µPa), A-weighted	
		Day	Night
Yorkville noise code	n/a	60	50
Illinois noise code	n/a	55	44
R1: 1410 E. Beecher Rd.	Illinois	70	61
R2: 10907 Corneils Rd.	Illinois	66	58
R3: Caledonia	Yorkville	53	49
R4: 10825 Corneils Rd.	Yorkville	63	57
R5: 2013 Beecher Rd.	Illinois	65	58
R6: 1414 Eldamain Rd.	Yorkville	63	56
R7: 1314 Eldamain Rd.	Illinois	63	57
R8: 790 Eldamain Rd.	Illinois	74	60
R9: 11843 Galena Rd.	Illinois	64	57
R10: 11018 Galena Rd.	Illinois	58	53
R11: 10724 Galena Rd.	Illinois	56	51

9.2. Mitigation to Meet Yorkville Code

Since there were excessive sound levels with the base scenario, we modeled a scenario with mitigation to meet the Yorkville noise code:

- Day: Superior (low-noise) chillers and standard-noise emergency generators;
- Night: Superior (low-noise) chillers.
- Sound walls: acoustical sound walls on chiller building roofs to enclose the chillers, and acoustical sound walls on each side of the buildings to enclose the emergency generators, as described below.

Predicted facility noise levels with this additional mitigation are shown in Table 6. Daytime sound level contours are shown graphically in Fig. 3. Nighttime sound levels are shown in Fig. 4.

Table 6. Predicted Sound Levels, with Yorkville Mitigation

Receiver	Jurisdiction	Sound Pressure Level (dB re 20 µPa), A-weighted	
		Day	Night
Yorkville noise code	n/a	60	50
Illinois noise code	n/a	55	44
R1: 1410 E. Beecher Rd.	Illinois	64	52
R2: 10907 Corneils Rd.	Illinois	60	49
R3: Caledonia	Yorkville	50	41
R4: 10825 Corneils Rd.	Yorkville	58	49
R5: 2013 Beecher Rd.	Illinois	59	50
R6: 1414 Eldamain Rd.	Yorkville	58	50
R7: 1314 Eldamain Rd.	Illinois	57	50
R8: 790 Eldamain Rd.	Illinois	67	51
R9: 11843 Galena Rd.	Illinois	58	49
R10: 11018 Galena Rd.	Illinois	54	46
R11: 10724 Galena Rd.	Illinois	52	44

9.3. Mitigation to Meet Yorkville and Illinois Codes

Although the preceding scenario is predicted to meet the less stringent Yorkville code, there were excessive sound levels with respect to the more stringent Illinois noise code. Therefore, we modelled a scenario with mitigation to meet both the Yorkville and Illinois noise codes:

- Day: Ultimate (very low noise) chillers with 600 RPM fans, low-noise emergency generators;
- Night: Ultimate (very low noise) chillers with 600 RPM fans.
- Sound walls: acoustical sound walls on chiller building roofs to enclose the chillers, and acoustical sound walls on each side of the buildings to enclose the emergency generators, as described below.

Predicted facility noise levels with this additional mitigation are shown in Table 7. Daytime sound level contours are shown graphically in Fig. 5. Nighttime sound level contours are shown in Fig. 6.

The overall A-weighted sound levels show compliance during the day, except at R8 (790 Eldamain Rd.), which had a minor excess of two dB. The overall A-weighted sound levels show compliance at night. We predict minor excesses in some octave bands, as follows:

- Day: three to seven dB in the 63 and 125 Hz octave bands; and
- Night: one to six dB in the 1 kHz and 2 kHz octave bands;

We note that this scenario is likely conservative with respect to the emergency generators due to differences between the Illinois and Yorkville noise codes. Specifically, the Illinois code allows the use of some averaging of generator noise with respect to operation time, which reduces average sound levels when short periods of operation are combined with much longer periods of non-operation.

Table 7. Predicted Sound Levels, with Yorkville and Illinois Mitigation

Receiver	Jurisdiction	Sound Pressure Level (dB re 20 µPa), A-weighted	
		Day	Night
Yorkville noise code	n/a	60	50
Illinois noise code	n/a	55	44
R1: 1410 E. Beecher Rd.	Illinois	54	44
R2: 10907 Corneils Rd.	Illinois	50	42
R3: Caledonia	Yorkville	40	33
R4: 10825 Corneils Rd.	Yorkville	48	41
R5: 2013 Beecher Rd.	Illinois	50	42
R6: 1414 Eldamain Rd.	Yorkville	48	42
R7: 1314 Eldamain Rd.	Illinois	48	42
R8: 790 Eldamain Rd.	Illinois	57	43
R9: 11843 Galena Rd.	Illinois	48	42
R10: 11018 Galena Rd.	Illinois	44	39
R11: 10724 Galena Rd.	Illinois	42	36

10. Recommendations

We recommend the following mitigation to reduce facility sound levels:

- Chillers: to meet the Yorkville limits, specify superior (low-noise) sound chillers that have a maximum sound power level of 98 dBA;
- Chillers: to meet the Yorkville and Illinois limits, specify ultimate (very low noise) sound chillers with a fan speed 600 RPM and a maximum sound power level of 91 dBA;
- The chillers should be specified so that they do not emit prominent discrete tones;
- Generators: emergency generators should be specified to meet 75 or 85 dBA at 23 ft, as described above;
- Sound walls are recommended, as follows:
  - Each building should have a rooftop sound wall surrounding the chillers;
  - The chiller sound wall height should be at least as high as the top of the chillers. The current drawings show a minimum height of 11.5 ft. There should be a minimal (a few inches) gap between the roof and the bottom of the sound walls. The anticipated length of each barrier is about 2,000 ft;
  - The emergency generator sound wall height should be at least as high as the top of the generators. The current drawings show a minimum height of 24 ft. There should be a minimal (a few inches) gap between grade and the bottom of the sound walls. The anticipated length of each barrier, including returns to the building, is about 1,000 ft. It may be possible to optimize the generator wall design in future iterations of the project;
  - The sound walls should have two performance specifications:
    - Sound absorption: meet NRC (noise reduction coefficient) 0.90 minimum. This is usually met by an open or perforated liner facing the equipment;
    - Sound isolation: meet STC (sound transmission class) 30 minimum. This can be met with construction such as vinyl or metal barriers.
  - We recommend AIL Sound Walls, Koch, Acoustiblok All-Weather Sound Panels, Kinetics Noiseblock Barrier Panels, or Noise Barriers QuietLine (e.g. V-Stack).

Rooftop units and transformers will be included in future iterations of the acoustical analysis once the equipment is defined.

11. Conclusion

Measurements taken in June, 2025 document sound levels at the proposed site. Facility sound levels are limited by the Yorkville and Illinois noise codes; the Illinois noise code is the most stringent. With standard equipment, we predict sound levels in excess of the criteria. Therefore, we recommend additional mitigation, such as low-noise chillers, low-noise generators, and sound walls to meet the Yorkville or Illinois codes.

Appendix A. Outdoor Sound Modeling Methodology

Outdoor sound propagation calculations are based on the International Organization for Standardization (ISO) 9613-2. The standard predicts sound pressure levels under conditions favorable to sound propagation. The standard considers sound sources, receivers and factors that influence sound propagation: distance, screening by obstacles, ground effects, atmospheric absorption, source directivity, and reflection from surfaces. CadnaA software from DataKustik GmbH implements the standard and our acoustical model is based on this software and standard acoustical calculations.

Two sound ray reflections were used in the model to account for reflections from buildings and obstacles. The terrain surrounding the plant was modeled. We entered the essential acoustical features of the facility, such as significant obstructions and noise sources, into the program, as well as noise-sensitive receivers.

Atmospheric attenuation was based on conservative atmospheric conditions of 10°C, 70% relative humidity. We set the ground attenuation factor G at 1.0 for soft, porous ground; this factor can vary from 0.0 for sound-reflective water or concrete to 1.0 for soft, porous ground.

ISO 9613-2 specifies methods to calculate long-term average receiver sound levels under conditions favorable to sound propagation, namely downwind from the source or clear and calm nighttime conditions, to a distance of 1,000m/3,280 ft. There may be deviation between the CadnaA prediction and measured levels; however, in most cases, CadnaA will yield conservative results. The prediction uncertainty is much smaller than the uncertainty associated with source noise levels and actual meteorological conditions.

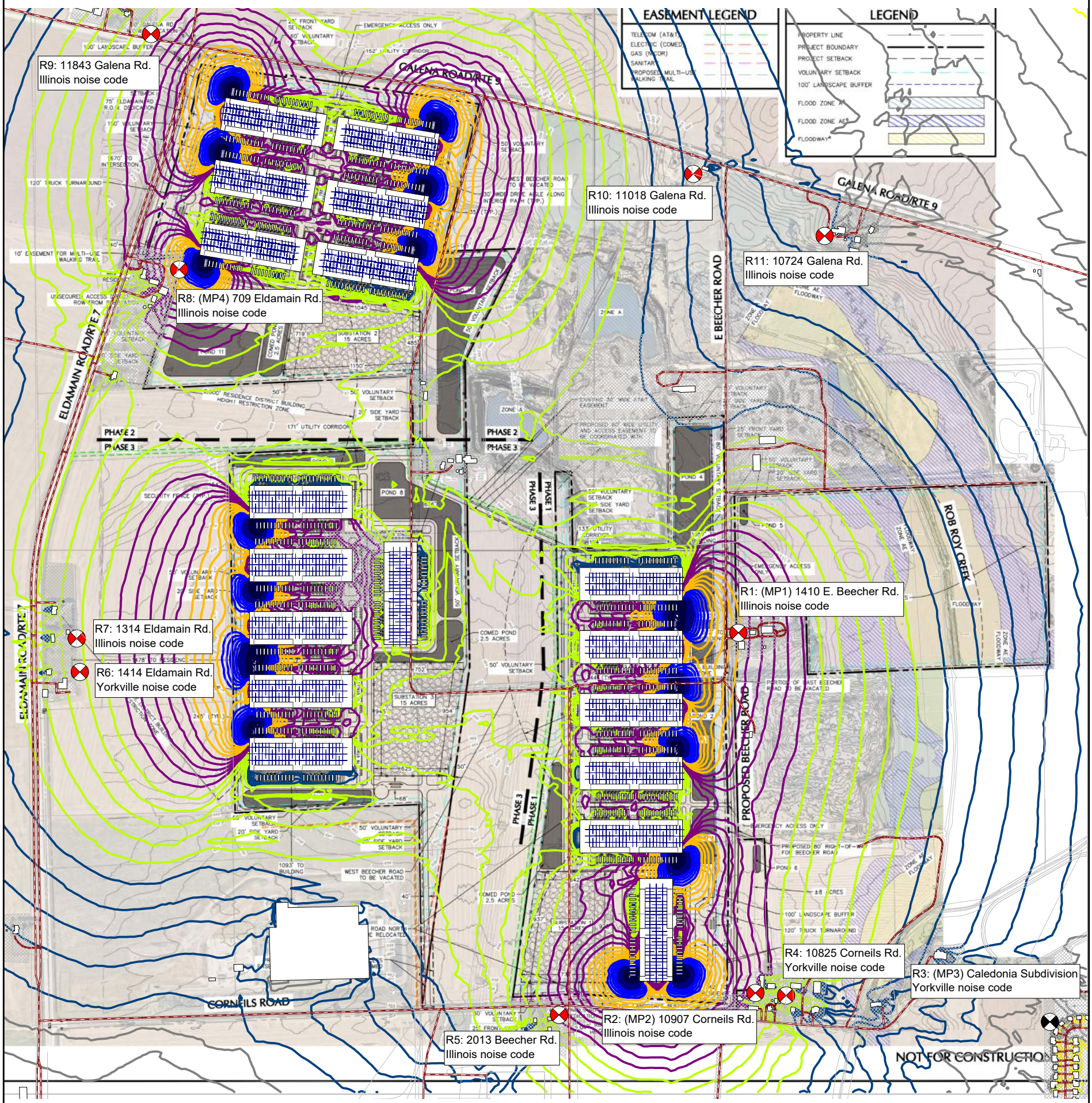


Figure 1. Prologis Project Steel Predicted Daytime Sound Levels

Standard Chillers, Standard Generators

Data in Table 5

35 <= ... < 40 dBA
40 <= ... < 45 dBA
45 <= ... < 50 dBA
50 <= ... < 55 dBA
55 <= ... < 60 dBA
60 <= ... < 65 dBA
65 <= ... < 70 dBA
70 <= ... < 75 dBA
75 <= ... < 80 dBA
80 <= ... < 85 dBA
85 <= ... dBA

Point Source
Area Source
vert. Area Source
Road
Building
Barrier
Bridge
Receiver
Calculation Area
Vertical Grid

Scale 1 : 8080
Units in meters
UTM Zone 16
Datum WGS84

Rev	Date
a	9/15/2025
0	8/11/25

Shiner Acoustics, LLC

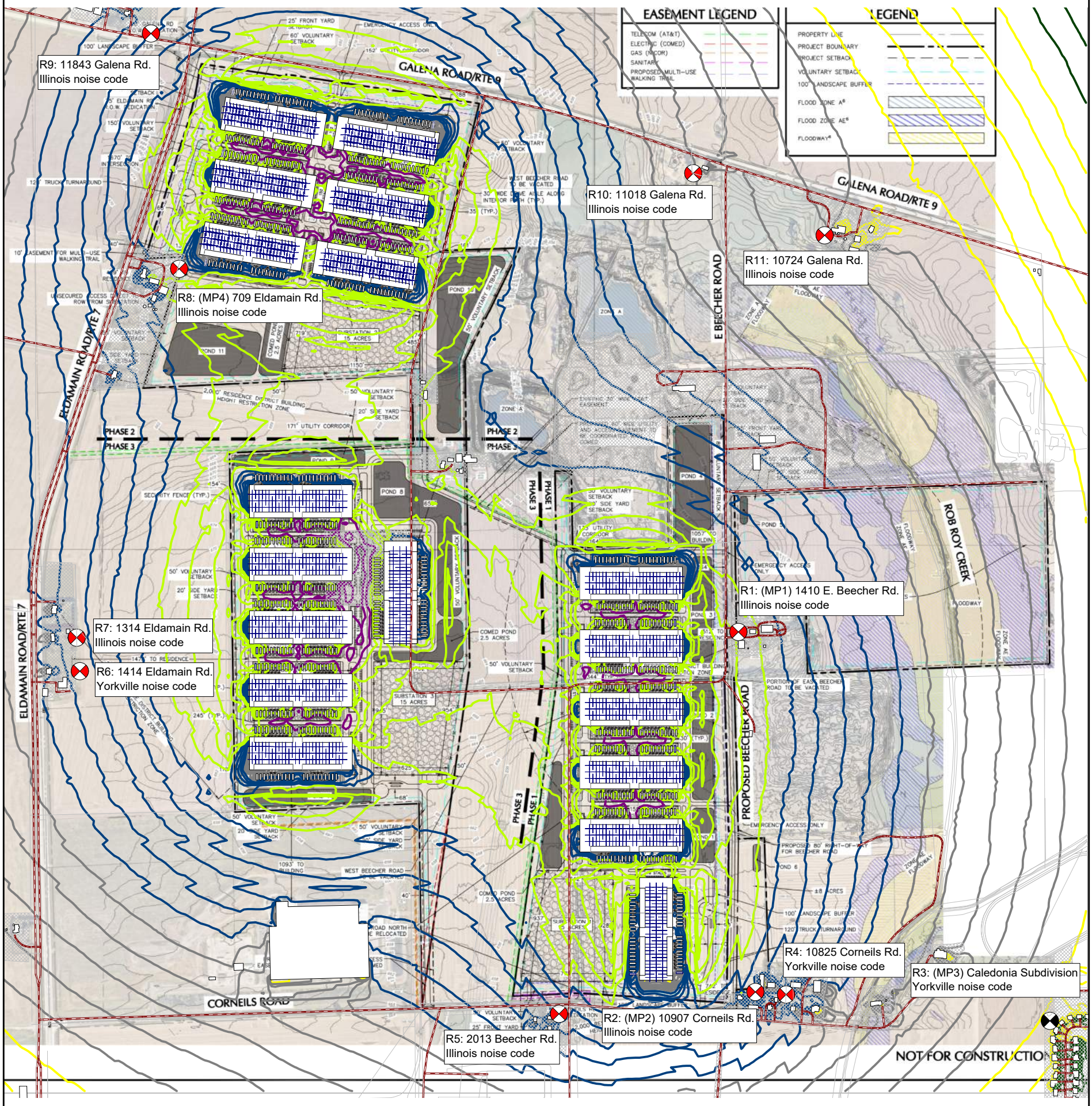


Figure 2. Prologis Project Steel Predicted Nighttime Sound Levels

Standard Chillers

Data in Table 5

35 <= ... < 40 dBA
40 <= ... < 45 dBA
45 <= ... < 50 dBA
50 <= ... < 55 dBA
55 <= ... < 60 dBA
60 <= ... < 65 dBA
65 <= ... < 70 dBA
70 <= ... < 75 dBA
75 <= ... < 80 dBA
80 <= ... < 85 dBA
85 <= ... dBA

Point Source
Area Source
vert. Area Source
Road
Building
Barrier
Bridge
Receiver
Calculation Area
Vertical Grid

Scale 1 : 8080
Units in meters
UTM Zone 16
Datum WGS84

Rev	Date
a	9/15/2025
0	8/11/25

Shiner Acoustics, LLC

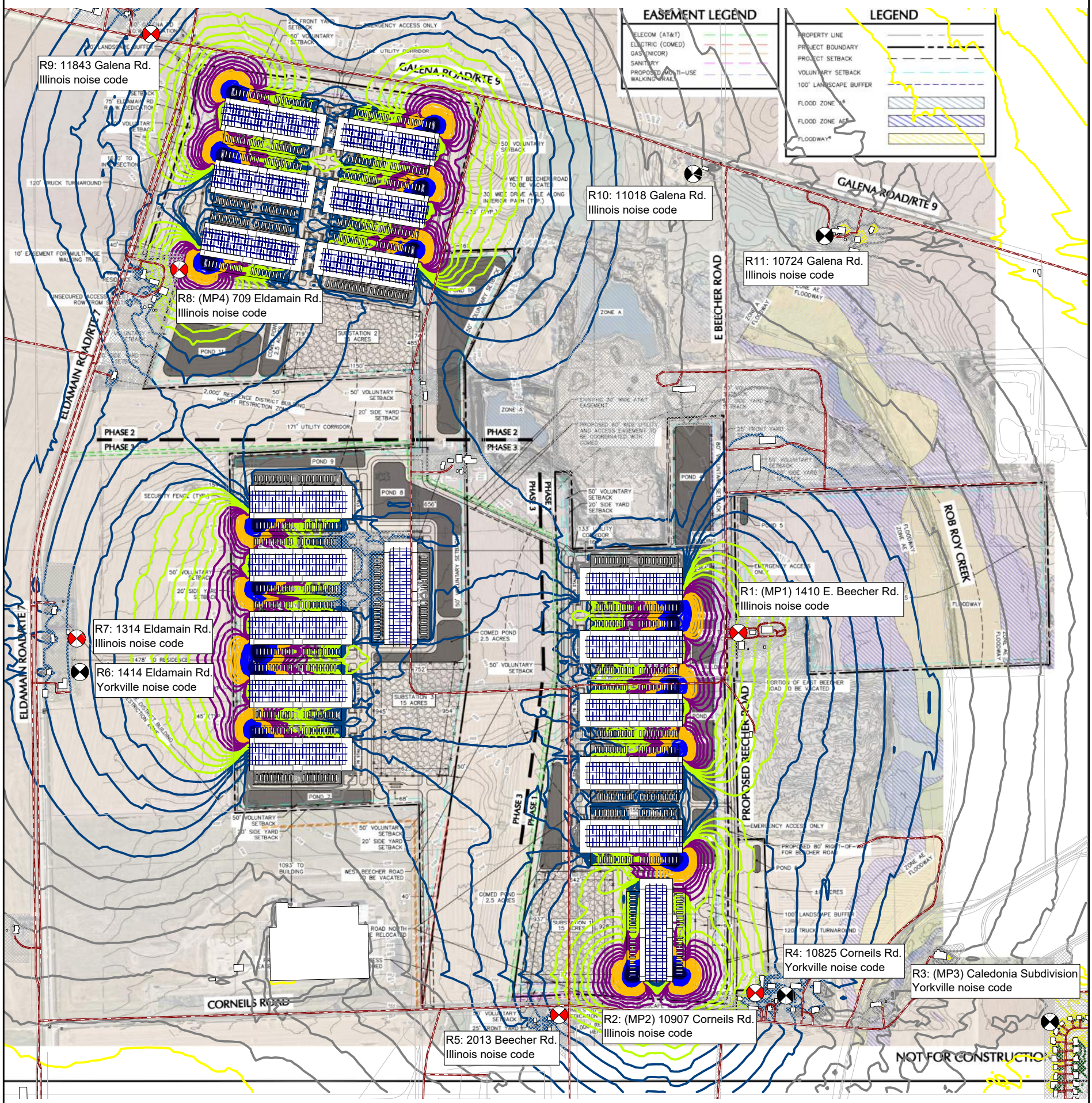


Figure 3. Prologis Project Steel Predicted Daytime Sound Levels

Barrier, Low Noise Chillers, Standard Generators

Data in Table 6

35 <= ... < 40 dBA
40 <= ... < 45 dBA
45 <= ... < 50 dBA
50 <= ... < 55 dBA
55 <= ... < 60 dBA
60 <= ... < 65 dBA
65 <= ... < 70 dBA
70 <= ... < 75 dBA
75 <= ... < 80 dBA
80 <= ... < 85 dBA
85 <= ... dBA

Point Source
Area Source
vert. Area Source
Road
Building
Barrier
Bridge
Receiver
Calculation Area
Vertical Grid

Scale 1 : 8080
Units in meters
UTM Zone 16
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a	9/15/2025
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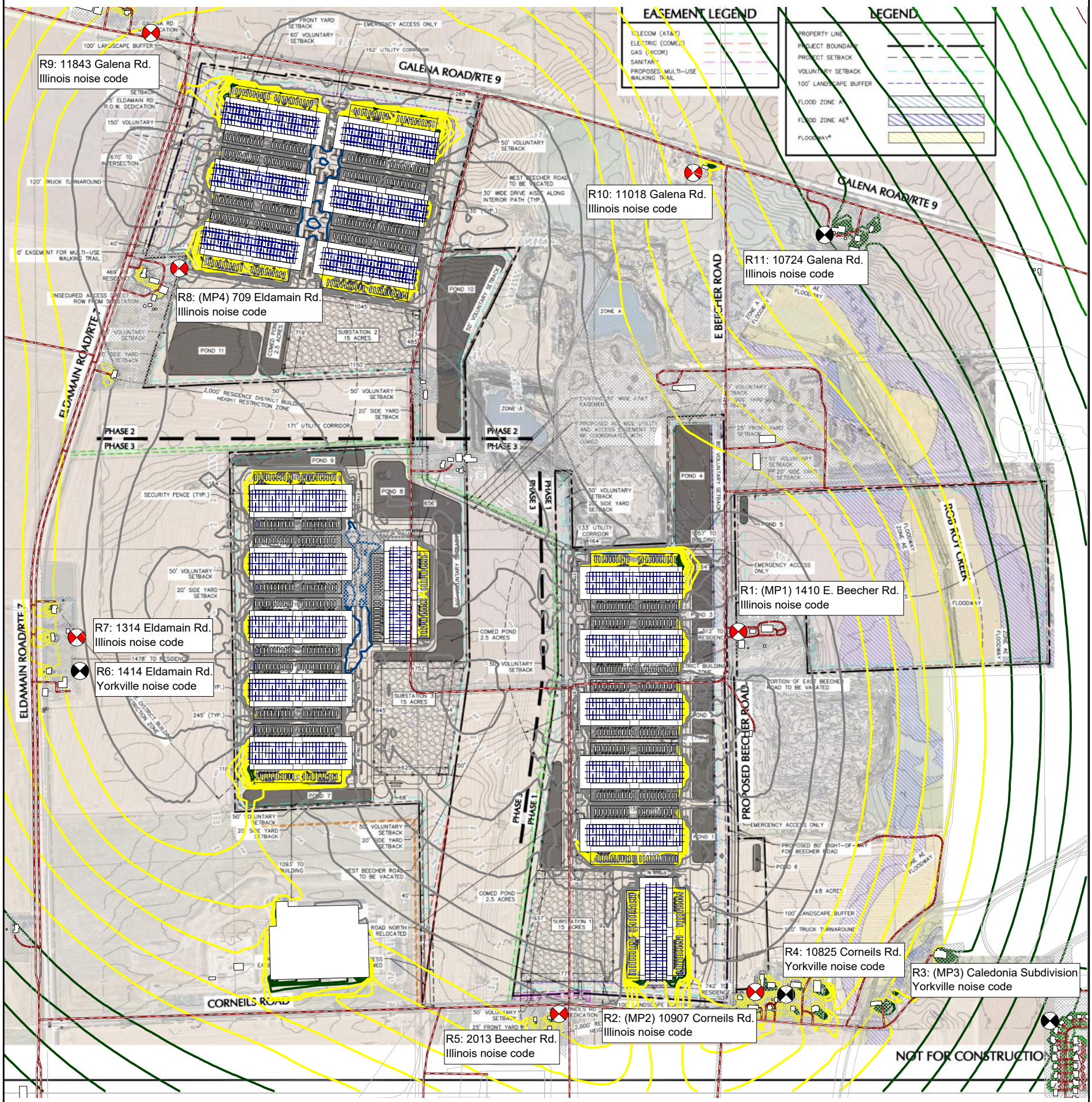


Figure 4. Prologis Project Steel Predicted Nighttime Sound Levels

Barrier, Low Noise Chillers

Data in Table 6

35 <= ... < 40 dBA
40 <= ... < 45 dBA
45 <= ... < 50 dBA
50 <= ... < 55 dBA
55 <= ... < 60 dBA
60 <= ... < 65 dBA
65 <= ... < 70 dBA
70 <= ... < 75 dBA
75 <= ... < 80 dBA
80 <= ... < 85 dBA
85 <= ... dBA

Point Source
Area Source
vert. Area Source
Road
Building
Barrier
Bridge
Receiver
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Vertical Grid

Scale 1 : 8080
Units in meters
UTM Zone 16
Datum WGS84

Rev	Date
a	9/15/2025
0	8/11/25

Shiner Acoustics, LLC

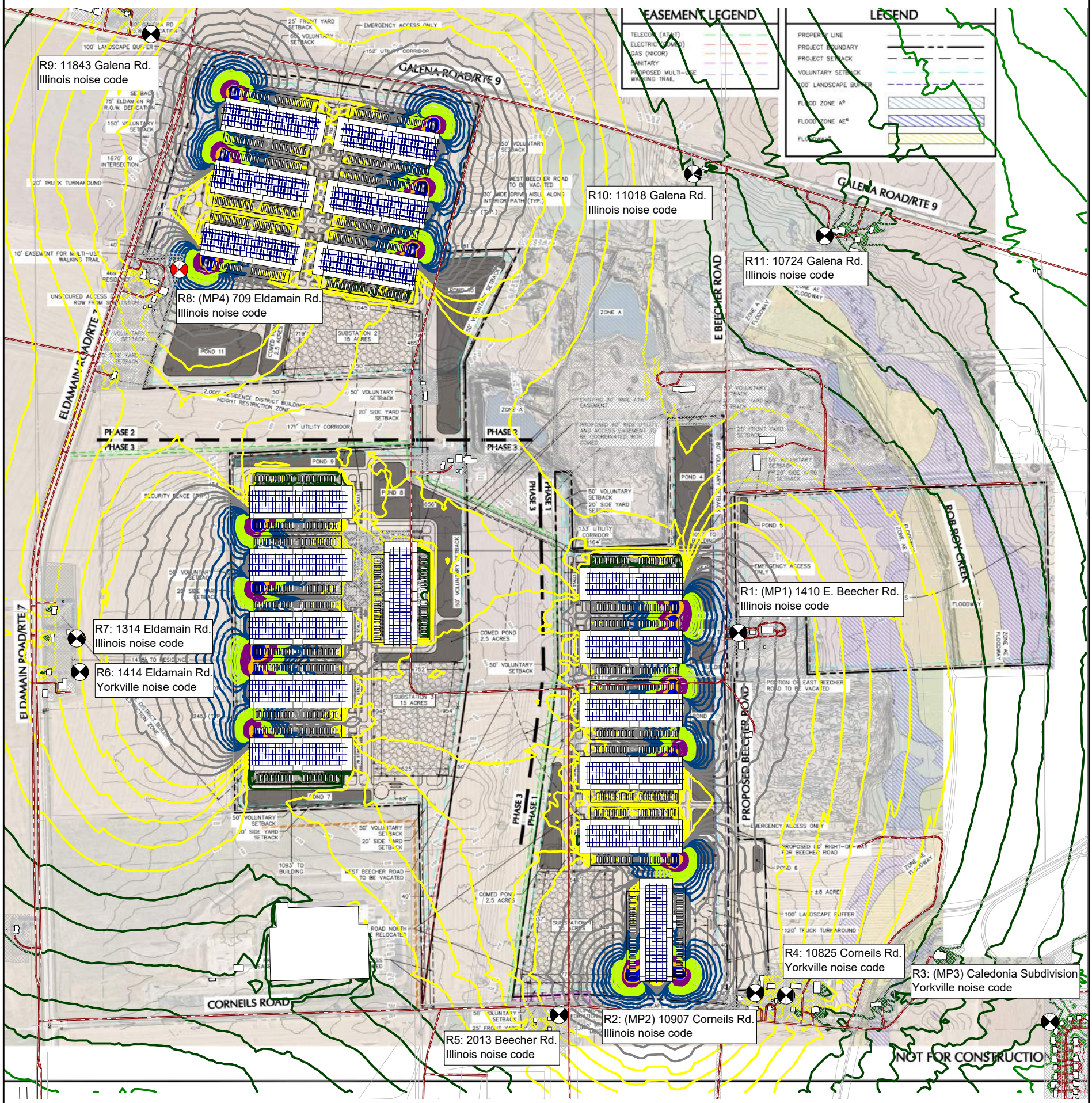


Figure 5. Prologis Project Steel Predicted Daytime Sound Levels

Barrier, Very Low Noise Chillers, Low Noise Generators

Data in Table 7

35 <= ... < 40 dBA
40 <= ... < 45 dBA
45 <= ... < 50 dBA
50 <= ... < 55 dBA
55 <= ... < 60 dBA
60 <= ... < 65 dBA
65 <= ... < 70 dBA
70 <= ... < 75 dBA
75 <= ... < 80 dBA
80 <= ... < 85 dBA
85 <= ... dBA

Point Source
Area Source
vert. Area Source
Road
Building
Barrier
Bridge
Receiver
Calculation Area
Vertical Grid

Scale 1 : 8080
Units in meters
UTM Zone 16
Datum WGS84

Rev	Date
a	9/15/2025
0	8/11/25

Shiner Acoustics, LLC

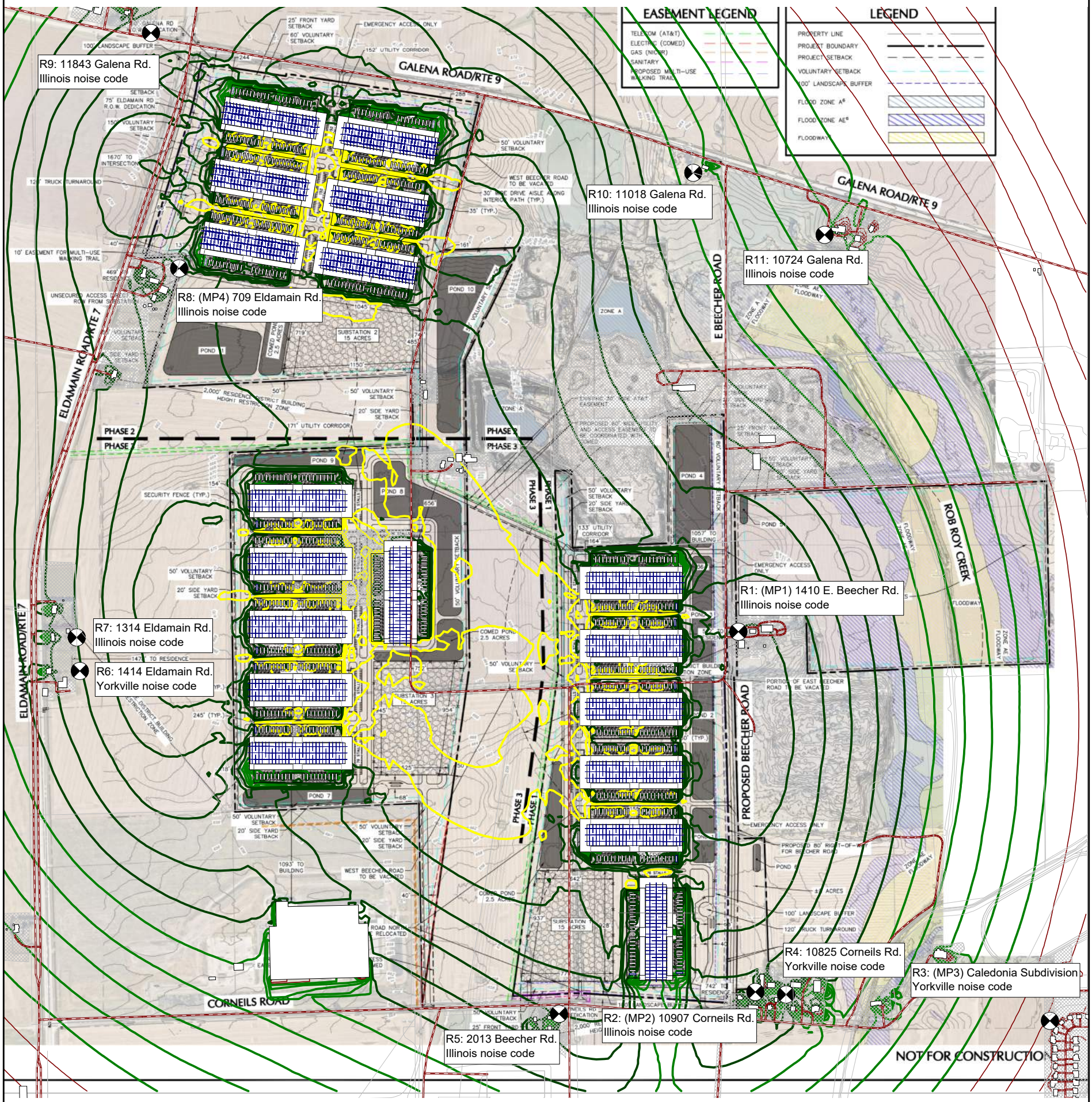


Figure 6. Prologis Project Steel Predicted Nighttime Sound Levels

Barrier, Very Low Noise Chillers

Data in Table 7

35 <= ... < 40 dBA
40 <= ... < 45 dBA
45 <= ... < 50 dBA
50 <= ... < 55 dBA
55 <= ... < 60 dBA
60 <= ... < 65 dBA
65 <= ... < 70 dBA
70 <= ... < 75 dBA
75 <= ... < 80 dBA
80 <= ... < 85 dBA
85 <= ... dBA

Point Source
Area Source
vert. Area Source
Road
Building
Barrier
Bridge
Receiver
Calculation Area
Vertical Grid

Scale 1 : 8080
Units in meters
UTM Zone 16
Datum WGS84

Rev	Date
a	9/15/2025
0	8/11/25

Shiner Acoustics, LLC

Soundscape Engineering
Practical Solutions from Professional Engineers

MEMORANDUM

September 18, 2025

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

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

Re: Project Steel Proposed Data Center Campus and On-site Substations Development
Response to Shiner Acoustic's Preliminary Sound Study Revision B

Prologis, L.P., is seeking approval from the United City of Yorkville for development of Project Steel, a 540-acre data center campus and on-site substation development. The City requested Project Steel to provide a preliminary sound study, which was provided on August 12, 2025 by Shiner Acoustics. We provided peer review comments on August 26, 2025, and received a response from Shiner on September 5, 2025. We provided additional comments on September 9, 2025, which resulted in updates to the Initial Sound Study. The following comments (in red) summarize the preceding discussion and our response to Revision B of the initial noise study, which was received on September 16, 2025:

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 (Caledonia Subdivision)

    The site noise survey measured sound levels at representative residential locations in each of the 4 compass directions for the appropriate durations.

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.

I. The computer model included generators and chillers, but did not include substation transformers, RTUs, AHUs, fans, cooling towers, or any other potential project noise sources. Project Steel has agreed that these will be included in the final model.

II. The Study notes that chiller third-octave band data was reviewed to ensure no prominent discrete tones. In the final noise study, this 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 and at the planned operating speeds. Project Steel has agreed.

III. The initial report did not state how many generators were considered to be operating at one time and where they are located, and the contour plots did not clearly show the generator sources. The revised report shows one generator operating per building, which is consistent with our expectations. The operational generator in each case is the one closest to the generator sound barrier wall. This may not be the generator that transmits the most noise to the neighbors, though, due to reduced barrier effectiveness at a distance, and a sensitivity study should be conducted as part of the detailed assessment.

IV. At a recent City Council meeting, the mayor requested that Project Cardinal provide neighborhood sound levels for the scenario where all generators operate simultaneously. Project Steel's September 9th letter (Figure 1, blackout prediction) includes these levels, but the September 16th Revision B report (Figure 2, daytime levels for one generator per building) shows higher sound levels at location R8 (highlighted in yellow), indicating an inconsistency that requires revision. The right column in Figure 1 presents predicted sound levels with all generators operating, while the "day" column in Figure 2 lists levels for a single generator. For reference, combining 43 identical sound sources theoretically increases the sound level by approximately 16 dB. This may vary slightly based on barrier geometry and source distances, but we do not expect it to be louder with one generator running than it is with 43. At the other receivers, the blackout scenario is 1-4 dB louder; again, this is a much smaller increase than we would expect.

Receiver	Jurisdiction	Sound Pressure Level (dB re 20 µPa), A-weighted		
		Day (chillers, generators)	Night (chillers)	Blackout (chillers, all generators)
Yorkville noise code	n/a	60	50	n/a
Illinois noise code	n/a	55	44	n/a
R1: 1410 E. Beecher Rd.	Illinois	52	52	65
R2: 10907 Corneils Rd.	Illinois	50	49	62
R3: Caledonia	Yorkville	41	41	53
R4: 10825 Corneils Rd.	Yorkville	49	49	60
R5: 2013 Beecher Rd.	Illinois	50	50	62
R6: 1414 Eldamain Rd.	Yorkville	50	50	60
R7: 1314 Eldamain Rd.	Illinois	50	50	60
R8: 790 Eldamain Rd.	Illinois	51	51	66
R9: 11843 Galena Rd.	Illinois	49	49	60
R10: 11018 Galena Rd.	Illinois	47	46	57
R11: 10724 Galena Rd.	Illinois	44	44	56

Figure 1: Table 1 from September 5th Letter – Blackout Prediction

Receiver	Jurisdiction	Sound Pressure Level (dB re 20 µPa), A-weighted	
		Day	Night
Yorkville noise code	n/a	60	50
Illinois noise code	n/a	55	44
R1: 1410 E. Beecher Rd.	Illinois	64	52
R2: 10907 Corneils Rd.	Illinois	60	49
R3: Caledonia	Yorkville	50	41
R4: 10825 Corneils Rd.	Yorkville	58	49
R5: 2013 Beecher Rd.	Illinois	59	50
R6: 1414 Eldamain Rd.	Yorkville	58	50
R7: 1314 Eldamain Rd.	Illinois	57	50
R8: 790 Eldamain Rd.	Illinois	67	51
R9: 11843 Galena Rd.	Illinois	58	49
R10: 11018 Galena Rd.	Illinois	54	46
R11: 10724 Galena Rd.	Illinois	52	44

Figure 2: Table 6 from September 16th Report Revision B –

Daytime Represents One Generator Per Building

V. Project Steel has agreed that the final study will provide source heights, wall heights, and wall footprints. The necessary barrier heights will be demonstrated through the use of the computer modeling.

VI. The barrier description allows a few inches gap between the roof and the bottom of the sound walls. Shiner has agreed that the final study will address these gaps and their impact on barrier effectiveness.

VII. In addition to considering compliance with Yorkville's noise ordinance, Project Steel also considered compliance with Title 35 from Illinois Pollution Control Board (IPCB). However, the results for the mitigated case show one to six decibel exceedances in the 1 kHz and 2 kHz octave bands for the nighttime prediction and three to seven decibel exceedances for the daytime prediction. Shiner has stated that further mitigation strategies will be investigated in the final study to allow full compliance with IPCB standards.

3. **Issue report(s) to document the ambient measurements and initial modeling results.**

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. The analysis has been revised to sufficiently demonstrate that it is feasible for the project to comply with the Yorkville ordinance with the use of the mitigations planned to meet the Illinois ordinance (very low noise chillers, low noise emergency generators, and sound walls). In addition, the City may wish to request an update to the analysis be performed with all generators running at full load, for information purposes. Finally, the project should keep in mind that a more detailed analysis and report will be expected in the final study.

****END OF MEMORANDUM****

Reviewed By:	
Legal	■
Finance	☐
Engineer	■
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

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 – September 23, 2025

Synopsis: Please see below for agenda item notes.

Council Action Previously Taken:

Date of Action: CC – 9/9/25 Action Taken: A discussion took place.

Item Number: PZC 2025-08 & EDC 2025-50

Type of Vote Required: None

Council Action Requested: Informational

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

Agenda Item Notes:

No vote will take place on this agenda item at this meeting. All previously presented packet material can be found at: https://www.yorkville.il.us/Archive.aspx?ADID=6438.

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #5

Tracking Number

CC 2025-08

Agenda Item Summary Memo

Title: Public Works and Parks Department Facility Update

Meeting and Date: City Council – September 23, 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 (Name) Administration (Department)

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #6

Tracking Number

CC 2025-09

Agenda Item Summary Memo

Title: Lake Michigan Water Project Update

Meeting and Date: City Council – September 23, 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 (Name) Administration (Department)

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.

Have a question or comment about this agenda item?
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