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

AGENDA
CITY COUNCIL MEETING
Tuesday, October 14, 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:

Public Hearings:

1. WIFIA Loan

   A public hearing will be held to receive public comments on the proposal 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 the 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 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.

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – September 23, 2025
2. Bill Payments for Approval

   $ 580,366.71 (vendors)
   $ 197,095.43 (wire payments)
   $ 464,550.03 (payroll period ending 09/26/25)
   $ 1,242,012.17 (total)

Mayor's Report:

1. CC 2025-58 Ordinance Amending Title 7, Chapter 12 of the Yorkville City Code (Public Camping Ordinance)
2. CC 2025-73 2025 Preliminary Tax Levy Estimate
3. CC 2025-74 Resolution Authorizing the Repair of a Water Main on Crooked Creek Drive in an Amount Not to Exceed $92,920
4. CC 2025-75 Data Centers Water Planning Services
    a. Resolution Approving Memorandum of Understanding By and Among the United City of Yorkville, Kendall County, Illinois, Pioneer Development, LLC, and Prologis L.P.
    b. Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Water Planning for Data Center Developments – 2025)
5. CC 2025-76 Ordinance Authorizing the Acquisition of an Easement for the Construction of Improvements to the City's Water System (Baird)

Public Works Committee Report:

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)

Planning and Zoning Commission (cont'd):

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):

6. CC 2025-08 Public Works and Parks Department Facility Update
7. 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: November 4, 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		

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

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, October 14, 2025
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PUBLIC HEARING:

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1. WIFIA Loan

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

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1. Minutes of the Regular City Council – September 23, 2025
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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2. Bill Payments for Approval
   - ☐ Approved _____
     - ☐ As presented
     - ☐ As amended
   - ☐ Notes _____

MAYOR'S REPORT:

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1. CC 2025-58 Ordinance Amending Title 7, Chapter 12 of the Yorkville City Code (Public Camping)
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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2. CC 2025-73 2025 Preliminary Tax Levy Estimate

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

☐ Removed _____

☐ Notes _____

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3. CC 2025-74 Resolution Authorizing the Repair of a Water Main on Crooked Creek Drive in an Amount Not to Exceed $92,920

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

☐ Removed _____

☐ Notes _____

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4. CC 2025-75 Data Center Water Planning Services

a. Resolution Approving Memorandum of Understanding By and Among the United City of Yorkville, Kendall County, Illinois, Pioneer Development, LLC, and Prologis L.P.

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

☐ Removed _____

b. Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Water Planning for Data Center Developments – 2025)

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

☐ Removed _____

☐ Notes _____

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5. CC 2025-76 Ordinance Authorizing the Acquisition of an Easement for the Construction of Improvements to the City's Water System (Baird)

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

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

☐ Removed _____

☐ Notes _____

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7. CC 2025-09 Lake Michigan Water Project Update

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:

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

Agenda Item Number

Public Hearing #1

Tracking Number

Agenda Item Summary Memo

Title: Proposed WIFIA Loan – Revised Authorizing Ordinance

Meeting and Date: City Council – October 14, 2025

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: CC – 9/23/25 Action Taken: Authorizing Ordinance adopted

Item Number: CC 2025-71

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

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – September 23, 2025

Meeting and Date: City Council – October 14, 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

DRAFT

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 23, 2025

Mayor Purcell called the meeting to order at 7:01 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	(electronic attendance)
	Hyett	Present	

Staff in attendance at City Hall: City Administrator Olson, Deputy Clerk Cisija, Chief Jensen, Deputy Chief Carlyle, 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/86199399069?pwd=PxyhCHzJdPmM5eZG2eP7XHOVhFWu4S.1.
The Zoom meeting ID was 861 9939 9069.

QUORUM

A quorum was established**.**

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

Yorkville Police Department and Kendall County Health Department Presentation on Homelessness

Chief of Police Jensen and Deputy Chief Garrett Carlyle gave a presentation on homelessness and public camping. Chief Jensen also shared that he met with several City staff members and several residents on August 19, 2025, to discuss the concerns about the public camping ordinance (*see attached presentation*).

RaeAnn VanGundy and Melissa Creamer, from the Kendall County Health Department, gave a presentation on the services provided and the resources available for homeless individuals (*see attached presentation*).

A discussion took place after the presentations.

City Administrator Olson shared that amendments to the public camping ordinance are expected to be presented at the October 14, 2025, City Council meeting. The requested amendments include eliminating Section 6E of the ordinance (regarding sleeping in cars overnight), providing services before a citation is issued, reducing or eliminating fines, and establishing a "working group" to discuss ways to improve homelessness in the City.

Alderman Soling asked for clarification on the transportation that is provided to homeless individuals. Chief Jensen stated that the police department has transported individuals to facilities that provide services and resources. He also shared that the Kendall Area Transit is also available.

Alderman Koch asked for an explanation of the differences between overnight parking on public streets and in private facilities. City Administrator Olson explained that the current ordinance does not allow for

either. The proposed ordinance amendment would allow sleeping in a car on private property. Chief Jensen explained that a business will continue to retain private property rights, and the permission to allow overnight camping can be revoked at any time.

Alderman Plocher asked for an explanation of the trespass process. Chief Jensen explained that a business may trespass any individual from its property. He stated the police department would speak to both the manager and the individual that the business wishes to trespass. He explained that generally, the individual leaves. If the individual fails to leave, a citation will be issued. If the individual continues to refuse to leave, the police department will take the person into physical custody and transport them to the Kendall County Sheriff's Department for booking.

Alderman Funkhouser asked for background on what led to the public camping ordinance. Chief Jensen explained that there have been calls and reports of people starting campfires in the parks overnight, and people yelling and screaming in the parks in the evening and overnight. The parks close at dusk. He also explained that individuals are parking their cars at Circle Center Elementary school and sleeping in the cars overnight. Residents have contacted the police department to report the vehicles as suspicious.

Alderman Soling asked for confirmation of claims that children are being shown inappropriate pictures. Chief Jensen confirmed. Alderman Soling also asked for confirmation of a fabricated claim of assault by an individual. Chief Jensen confirmed the individual was neither assaulted nor told by the police department to move to another park.

Alderman Marek inquired about the duration of a trespass notice. Chief Jensen responded that the duration is indefinite until a business revokes the trespass.

Alderman Koch asked what steps are taken if an individual becomes physically confrontational. Chief Jensen explained that while the police department has not had any physical confrontations, the officers are trained in de-escalation.

Alderman Funkhouser inquired about the accuracy of claims that the Health Department does not provide services, to which Ms. VanGundy stated the Health Department has been providing services for 5 years.

Alderman Marek asked if there had been an instance where a person's identity needed to be validated. Ms. VanGundy stated they do not worry about validating identity. The Health Department's primary concern is providing services in a timely manner. Street Outreach will work with the person to obtain identification. Chief Jensen stated that the police will not release any information on an individual. Ms. VanGundy stated that written consent from the individual is required in order for the Health Department to release information necessary to obtain services from other programs.

Alderman Transier asked about the judicial process, and if the prosecution based on the ordinance has been discussed with the State's Attorney's Office yet. City Attorney Orr stated the ordinance will need to be finalized first, and then it will be discussed with that office.

Alderman Soling expressed that the public camping ordinance should have been sent to a committee first to allow for discussion.

Alderman Koch thanked the Health Department and the Yorkville Police Department for their work.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

Cecilia Martinez, a Yorkville resident, shared her thoughts on the public camping ordinance. She is working with Will Grundy Street Outreach. She read from her "Questions for Council" handout *(see attached)*.

Caroline McCree, a Yorkville resident, stated that she has been helping a homeless individual in Yorkville. She stated that the individual had previously completed and submitted an information form to the Kendall County Health Department, but no follow-up was conducted. Ms. McCree also stated that she has helped the individual obtain benefits.

Alison Metz, a Yorkville resident, thanked the Yorkville Police Department and the Kendall County Health Department for their social work. She shared that on October 9, 1975, the City Council created a Human Resources Commission with its focus being on providing leadership to relieve financial stress and unemployment of residents. She stated the food pantries in Illinois are expecting increases due to cuts in governmental benefits. Ms. Metz believes that if individuals are complying, there is no need for the public camping ordinance.

Chris Paluch, a Yorkville resident, stated that he has witnessed individuals start fires in Riverfront Park and remain in the park after it has closed. He shared a recent encounter with a homeless individual in Aurora. Mr. Paluch stated the individual became aggressive, which prompted Mr. Paluch to call 911. He stated the individual was calmed only when an officer arrived. He wishes Yorkville to remain a nice place to live.

Mary Fetzer, a Yorkville resident, read an email that she sent on the public camping ordinance *(see attached)*. She also read several posts from the Yorkville Area Moms' Facebook page relating to homeless individuals in Yorkville.

Anne Engelhardt, a Yorkville resident and former Kendall Co. PADS Executive Director, shared that she often receives calls from individuals seeking shelter, in which she either refers them to the Kendall County Health Department or the Yorkville Police Department. She shared written comments that she emailed *(see attached)*.

Ryan Deane shared that the Department of Veterans Affairs is assisting him. He stated that he is a nomadic adventurer who loves the water and surfing. Mr. Deane thanked the Yorkville Police Department for being nice to him.

Gil Rios, a resident, commented on the data centers. He thanked Bernie Weiler, Matt McCarron, and Mayor Purcell for keeping him informed on the road widening issue he previously addressed.

Attorney Bernie Weiler discussed the data centers zoning. He stated he appreciates that Project Cardinal is planting 5,000 trees. He stated that, now that agreements are forthcoming, it is his responsibility to ensure they reflect public interest. Mr. Weiler stated that residents are concerned about what will happen to their homes.

John Bryan, a Legacy Farms resident, shared that he would like to know the specifics of the data centers and what is going to be in the buildings. He believes that glycol will be in the buildings. Mr. Bryan also stated he would like to know the facts.

John Joyce, a Yorkville resident, would like certain language of the public camping ordinance repealed. He believes that an individual's food and property should not be taken away. He also shared his thoughts on the data centers. Mr. Joyce expressed that he hopes that the data centers have work hours restrictions. He also stated that there was no reason for Costco to cut down trees.

RECESS

Mayor Purcell stated that a brief recess would take place.

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. **Resolution 2025-98** Authorizing the Submission of an Application to KKCOM 2025 Call for Projects – *authorize the Mayor and City Clerk to execute* (PW 2025-86)
4. **Resolution 2025-99** Approving an Engineering Agreement with Engineering Enterprises, Inc. (2026 Road to Better Roads Program – Design Engineering) – *authorize the Mayor and City Clerk to execute* (PW 2025-87)
5. **Resolution 2025-100** Approving an Engineering Agreement with Engineering Enterprises, Inc. (2026 Local Road Program – Design Engineering) – *authorize the Mayor and City Clerk to execute* (PW 2025-88)
6. **Resolution 2025-101** 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* (PW 2025-89)
7. Nexamp – Plat of Dedication and Grant of Easements (PW 2025-90)
   a. **Ordinance 2025-66** Accepting the Dedication of a Right of Way for Public Road Purposes *(Corneils Road) – authorize the Mayor and City Clerk to execute*
   b. **Ordinance 2025-67** Authorizing the Acquisition of Easements for the Construction of Future Utility Improvements – *authorize the Mayor and City Clerk to execute*
8. 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 (PW 2025-91)

9. **Resolution 2025-102** Pledging Financial Commitment and Support of the 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* (PW 2025-92)

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

Motion approved by a roll call vote. Ayes-7 Nays-0 Present-1
Koch-aye, Plocher-aye, Funkhouser-present, Corneils-aye,
Transier-aye, Soling-aye, Marek-aye, Hyett-aye

REPORTS

MAYOR'S REPORT

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

The discussion on the public camping ordinance took place at the beginning of the meeting, after the Yorkville Police Department and Kendall County Health Department presentations.

Resolution 2025-103 **Approving an Agreement with MC Squared Energy Services, LLC**
(CC 2025-70)

Mayor Purcell entertained a motion to approve a Resolution Approving an Agreement with MC Squared Energy Services, LLC and authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Plocher.

City Administrator explained that the agreement renews the aggregation program that currently ends in December. He stated that electricity supply rates will not be changed. The City will receive approximately $3,000 per month with the program.

Alderman Marek asked whether a person with solar panels is able to receive a credit on their bill. Arnie Schramel, from Progressive Business Solutions, stated yes.

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

Ordinance 2025-68 **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**
(CC 2025-71)

Mayor Purcell entertained a motion to approve 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 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-8 Nays-0
Funkhouser-aye, Corneils-aye, Transier-aye, Soling-aye,
Marek-aye, Hyett-aye, Koch-aye, Plocher-aye

Resolution 2025-104 **Authorizing a Contract for the Removal of Hazardous Trees and Debris at Wheaton Woods Park in an Amount Not to Exceed $50,000**
(CC 2025-72)

Mayor Purcell entertained a motion to approve a Resolution Authorizing a Contract for the Removal of Hazardous Trees and Debris at Wheaton Woods Park in an Amount Not to Exceed $50,000 and authorize the Mayor and City Clerk to execute. So moved by Alderman Funkhouser; seconded by Alderman Plocher.

Alderman Funkhouser asked if there are any long-term plans to improve the park grounds and enhance its long-term overall quality. Parks and Recreation Director Evans stated that he will speak to his staff and present options at a later time.

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

PUBLIC WORKS COMMITTEE REPORT

Ordinance 2025-69 **Amending the Yorkville City Code (Nuisance)**
(PW 2025-81)

Alderman Soling made a motion to approve an Ordinance Amending the Yorkville City Code (Nuisance) and authorize the Mayor and City Clerk to execute; seconded by Alderman Plocher.

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

East Hydraulic District – ITEP Grant Phase I
(PW 2025-84)

Resolution 2025-105 **a. Approving an Engineering Agreement with Engineering Enterprises, Inc. (E. Hydraulic Avenue Improvements – Phase I)**

Ordinance 2025-70 **b. 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**

Alderman Soling made a motion to approve a Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (E. Hydraulic Avenue Improvements – Phase I) and 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 and authorize the Mayor and City Clerk to execute; seconded by Alderman Marek.

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

Resolution 2025-106 **Authorizing the Call of the Subdivision Bonds on Bristol Bay Subdivision Units 10, 12, and 13**
(PW 2025-93)

Alderman Soling made a motion to approve an Ordinance Amending the Yorkville City Code (Nuisance) and authorize the Mayor and City Clerk to execute; seconded by Alderman Marek.

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

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

Kiwanis Yorktoberfest

Parks and Recreation Director Evans shared that Kiwanis Yorktoberfest will take place on Friday, September 26th and Saturday, September 27th, in Riverfront Park East. More information can be found at https://kiwanisyorktoberfest.org/.

Scarecrow Walk

Parks and Recreation Director Evans shared that the United City of Yorkville Scarecrow Walk also kicks off on Friday, September 26th and goes through October 31st, at Riverfront Park.

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)

Ryan Garner (Shiner Acoustics, LLC) presented the developer's sound study *(see attached presentation)*.

Mayor Purcell asked when the final sound study can be expected. Tim O'Neill (Langan Engineering) responded that it will be included in the formal site plan application. He further explained that the preliminary sound study was performed for the PUD and annexation process, which is required for proof of compliance.

Aimee Lalime (Soundscape Engineering) reviewed the sound study on behalf of the City *(see attached presentation)*. She explained that a more detailed sound study will be completed by the developer, but the purpose of the current sound study is to determine if the site's building layout is acceptable.

Mayor Purcell asked if the model in the presentation assumes that the generators are on or off. Mr. Garner responded that the model assumes that some generators are on and being tested during the day. He stated that during night hours, the generators will be off as testing only occurs in the day. Mr. O'Neill further explained that the model is assuming the "worst case scenario" with every generator running.

Alderman Koch asked if the generators would be run by natural gas or diesel. Tim O'Neill (Langan Engineering) responded that they will be run by diesel.

Alderman Soling asked if glycol would be used. Mr. O'N'eill stated that while a closed-loop cooling system will be used, they will not be using the evaporative cooling system.

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)

Susan Bergdoll (Clayco Realty Group (GRG)) gave a presentation on Pioneer Development *(see attached presentation)*. She shared that GRG tackles every aspect of a project and its development. Ms. Bergdoll explained that they have been developing data center-type properties for decades.

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)

City Administrator Olson shared pictures of the progress of the new Public Works and Parks Department facility.

Lake Michigan Water
Project Update
(CC 2025-09)

No report.

ADDITIONAL BUSINESS

No report.

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

None.

ADJOURNMENT

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 10:37 p.m.

Minutes submitted by:

Monica Cisija, Deputy Clerk, City of Yorkville, Illinois

Coordinated Response to Crisis Assistance: Addressing Homelessness & Public Camping

Yorkville Police Department

Homelessness & Public Camping Ordinance

WELCOME

CHIEF OF POLICE JAMES JENSEN

DEPUTY CHIEF OF POLICE GARRETT CARLYLE

EXECUTIVE DIRECTOR OF KENDALL COUNTY HEALTH DEPARTMENT RAEANN VANGUNDY

Yorkville Police Department

Homelessness & Public Camping Ordinance

Goals and Objectives

- YPD Response to Homelessness in Yorkville: *Balance Enforcement with Compassion*
- Calls For Service & Statistical Date: *Clear picture of what is happening in our City*
  - *We will address misstatements and provide facts of the current situation*
- The Kendall County Health Department will discuss the Continuum of Care, their Response to Homelessness in our County and our Shared Partnership
- Incarceration: when, how, and why (This will be explained)

OUR COMMON GOAL IS TO LEGALLY PROVIDE HELP, GUIDANCE AND SUPPORT TO THOSE IN NEED WHILE RESPECTING THEIR DIGNITY, THEIR DECISIONS AND THEIR RIGHTS

Yorkville Police Department

Homelessness & Public Camping Ordinance

Why have a Public Camping Ordinance?

- We serve a community of over 25,000 people
- Our GOAL is to ensure that **EVERYONE** in our community is treated with fairness, respect and compassion. Everyone has value and everyone has a voice. At the same time, when necessary, we will uphold the law.
- Because we serve **EVERYONE** – including those with different views on homelessness, this ordinance is necessary
- It is up to us to make sure we provide assistance to everyone when assistance is needed
- Our parks are meant for everyone to enjoy, they are not designed to be a home. Fortunately, our available resources in this city/county provide avenues of support, including transportation, for those who wish to take advantage of them.

Yorkville Police Department
Crisis Response

- **THE MISSION** OF THE YORKVILLE POLICE DEPARTMENT IS TO WORK IN PARTNERSHIP WITH THE COMMUNITY TO PROTECT LIFE AND PROPERTY, ASSIST NEIGHBORHOODS WITH SOLVING THEIR PROBLEMS AND ENHANCING THE QUALITY OF LIFE IN OUR CITY.

- **THE VISION** OF CRISIS INTERVENTION IS TO WORK ALONGSIDE OUR COMMUNITY MEMBERS EXPERIENCING CRISIS, INCLUDING HOMELESSNESS, TO REDUCE STIGMA AND CONNECT THEM WITH OPPORTUNITIES FOR A SAFE AND HEALTHY FUTURE.

- WE MUST BALANCE OUR MISSION TO SERVE THE CITY OF YORKVILLE WITH OUR VISION TO HELP INDIVIDUALS SECURE AN OPPORTUNITY FOR A BRIGHTER FUTURE, BECAUSE EVERYONE HAS VALUE -

Yorkville Police Department
Crisis Response

Crisis Intervention was formalized by the Yorkville Police Department in 2021.

Created as a combined effort between the City and Police to establish relevant assistance to residents experiencing crisis.

Crisis Intervention prioritizes utilizing de-escalation techniques and specialized training for proper response to a variety of calls for service including actions of self harm, mental health challenges, developmental delay, autism awareness, and substance abuse.

Most recently Crisis Intervention has been incorporated to assist those experiencing homelessness and preparing to address our public camping ordinance.

The goal of crisis intervention is to choose diversion into appropriate programs whenever feasible.

Yorkville Police Department
Crisis Response

- 85% of the Yorkville Police Department Patrol Division is certified in crisis intervention.
- Multiple representatives are assigned to each shift in an effort to provide 24/7 crisis intervention assistance.
- Each year the Department prioritizes training additional officers with the goal of 100% of patrol staff being certified as crisis intervention officers.
- Calls for assistance with individuals in crisis, including those experiencing homelessness, continue to rise in our city, making our Crisis Intervention Team a top priority.

Yorkville Police Department
Crisis Response

- Since 2021 – YPD has responded to 421 incidents of mental health crisis.
- 202 individuals accepted follow up contact.
- 184 individuals accepted assistance to work with resources. Creating 125 unique assistance cases.
- Since 2021 – YPD has responded to 138 incidents of homelessness or public camping.

  *many more go unreported
- 67 of the 138 incidents have occurred so far in 2025.
- Since 2021 - Calls for service surrounding those experiencing houselessness include domestic violence, battery, suicide threats, substance abuse health crisis, criminal damage to property, trespassing, public disturbances, and various other business / citizen complaints.

Yorkville Police Department
Crisis Response – Homelessness / Public Camping Scenario

Call for Service: YPD dispatched to homeless individual / public camping concern.

- Initial response is to identify and address crisis if occurring.

  * Suicidal actions, health crisis, mental health crisis

- Public safety considerations closely follow with consideration of potential criminal conduct.

  * Requires assistance from the public for any potential criminal charges

- When there is no active crisis or criminal conduct, YPD officers evaluate potential city ordinance violations and use discretion to pursue a solution-focused response, including offering social service resources.

- Social service resources are offered no matter the outcome of the interaction.

- Incarceration Scenario

Kendall Area Partners

24/7 CRISIS SUPPORT LINES

IF YOU ARE IN NEED OF IMMEDIATE ASSISTANCE, CALL 911

DIAL 988
FOR THE SUICIDE PREVENTION & CRISIS HOTLINE

DIAL 211
FOR THE INFORMATION AND REFERRAL HOTLINE

1-866-488-7386
TREVOR PROJECT (LGBTQI+) HOTLINE:

HOMELESSNESS CRISIS INTERVENTION AND SHELTER ACCESS

DAYBREAK CENTER - JOLIET
SHELTER ACCESS
611 E. CASS ST.
JOLIET, IL
815-744-4663

WILL / GRUNDY MEDICAL CLINIC
STREET OUTREACH
SERVICES TO KENDALL COUNTY
M - F 8:30AM - 4:30PM
815-426-4447

KENDALL AREA CRISIS SUPPORT RESOURCES

YORKVILLE POLICE ILLINOIS Est.1836

KENDALL COUNTY HEALTH DEPT.
811 W. JOHN STREET
YORKVILLE, ILLINOIS 60560
630-553-9100

KENDALL COUNTY VETERANS ASSISTANCE
630-896-6264

KENDALL COUNTY SENIOR SERVICES ASSOCIATES
908 GAME FARM ROAD
YORKVILLE, ILLINOIS 60560
630-553-5777
24 HOUR LINE **800-942-1724**

AID - ASSOCIATION FOR INDIVIDUAL DEVELOPMENT
309 NEW INDIAN TRAIL CT.
AURORA, IL 60560
630-966-4000
CRISIS LINE **630-966-9393**

AL-ANON YORKVILLE
SUBSTANCE ABUSE ASSISTANCE
FOR MEETING INFORMATION:
866-362-4427

MUTUAL GROUND - AURORA
DOMESTIC VIOLENCE **630-897-0080**
SEXUAL VIOLENCE **630-897-8383**
MAIN OFFICE **630-897-0084**

KENDALL COUNTY HEALTH DEPARTMENT

OUR ROLE

- Active with Kendall PADS – Provided social work services and served on Board of Directors
- After PADS dissolved – served unsheltered via COVID funding until June 2022.
- With no funding: Co-created the Homelessness Response System Map with our Continuum of Care.
- Became *Coordinated Entry* site over15 years ago to guide all to shelter services.
- 23 families/individuals we placed in *Coordinated Entry* System since Oct. 2024 – 6 referred to housing, 3 currently housed by Grundy PADS and all others received diversion services (self resolved), could not be located by street outreach, or decided they were no longer interested in services.
- This September 2025, we have entered 7 families/individuals into *Coordinated Entry*.

KENDALL COUNTY
A Caring Place HEALTH DEPARTMENT

KENDALL COUNTY HEALTH DEPARTMENT

What we do to assist:

- Take walk-ins and best decide how to serve each family/individual based on their unique, current situation.
- If eligible, enter family/individual into *Coordinated Entry* system right away to notify providers the need for services. (Release of Information signed)
- Families/individuals may be referred to Street Outreach/Shelter and Diversion Services without Kendall County completing the *Coordinated Entry* process, to ensure a warm hand-off.
- If not "homeless" (per HUD definition), provide referrals to known resources for assistance.

KENDALL COUNTY
A Caring Place HEALTH DEPARTMENT

KENDALL COUNTY HEALTH DEPARTMENT HOMELESS PREVENTION PROGRAM

PROGRAM DESIGNED TO ASSIST LOW-INCOME HOUSEHOLDS WITH RENT, MORTGAGE, AND UTILITIES.

- HOUSEHOLDS LOOKING TO APPLY FOR ASSISTANCE MUST DOCUMENT A TEMPORARY ECONOMIC CRISIS BEYOND HOUSEHOLD CONTROL.
- THE HOUSEHOLDS MUST BE ABLE TO DEMONSTRATE AN ABILITY TO MEET PROSPECTIVE RENTAL/UTILITY OBLIGATIONS OR MORTGAGE PAYMENTS AFTER ASSISTANCE HAS BEEN GRANTED BASED ON CURRENT OR ANTICIPATED INCOME.
- CALL MONDAY-FRIDAY 8:00AM-4:00 PM AT 630-553-8051 TO SET UP AN APPOINTMENT.
- FUNDING IS LIMITED.

KENDALL COUNTY
A Caring Place
HEALTH DEPARTMENT

COORDINATED ENTRY SYSTEM

Coordinated Entry is a system designed to quickly connect people experiencing homelessness with the most effective and appropriate interventions to help end their homelessness.

The Kendall County Health Department is a designated *Coordinated Entry* site. Coordinated entry sites assess homelessness as defined by the Department of Housing and Urban Development (HUD).

- Health Department staff may ask the family/individual questions to determine eligibility.
- Health Department staff will ask the family/individual to sign a Release of Information.

KENDALL COUNTY HEALTH DEPARTMENT
A Caring Place

COORDINATED ENTRY SYSTEM

ONCE A FAMILY/INDIVIDUAL IS ENTERED INTO THE *COORDINATED ENTRY* SYSTEM

THEY MAY BE ELIGIBLE FOR:

- Street Outreach
- Shelter Access/Diversion Services
- Rapid Rehousing
- Permanent Supportive Housing

Kendall County Health Department – A Caring Place

Grundy Area PADS

catholic charities Diocese of Joliet

WGMC Health Partnership

Cornerstone Services

Trinity Services, Inc.

HOMELESS CRISIS INTERVENTIONS THAT SERVE KENDALL COUNTY

Shelter Access and Diversion

The Kendall County Health Department offers referrals to Daybreak Center for anyone that may need shelter or diversion services.

Diversion services focus on alternative housing arrangements and transportation

Daybreak Center

611 E Cass Street, Joliet, IL 60432

815-774-4663

Street Outreach

The Kendall County Health Department offers referrals to Will Grundy Medical Clinics Street Outreach Program

Street Outreach services include assistance with health insurance applications, legal services, identification paperwork, and case management

Will Grundy Medical Clinic

815-426-4447

RAPID REHOUSING PROGRAM

A tenant based rental assistance and supportive services program to households experiencing homelessness

- Must be entered into the *Coordinated Entry* System.
- Agencies serving Kendall COUNTY are Grundy Area PADS and Trinity Services.
- NEED MORE LANDLORDS TO PARTICIPATE, HOUSING STOCK IS LIMITED.

Grundy Area PADS

TRINITY Services, Inc.

PERMANENT SUPPORTIVE HOUSING

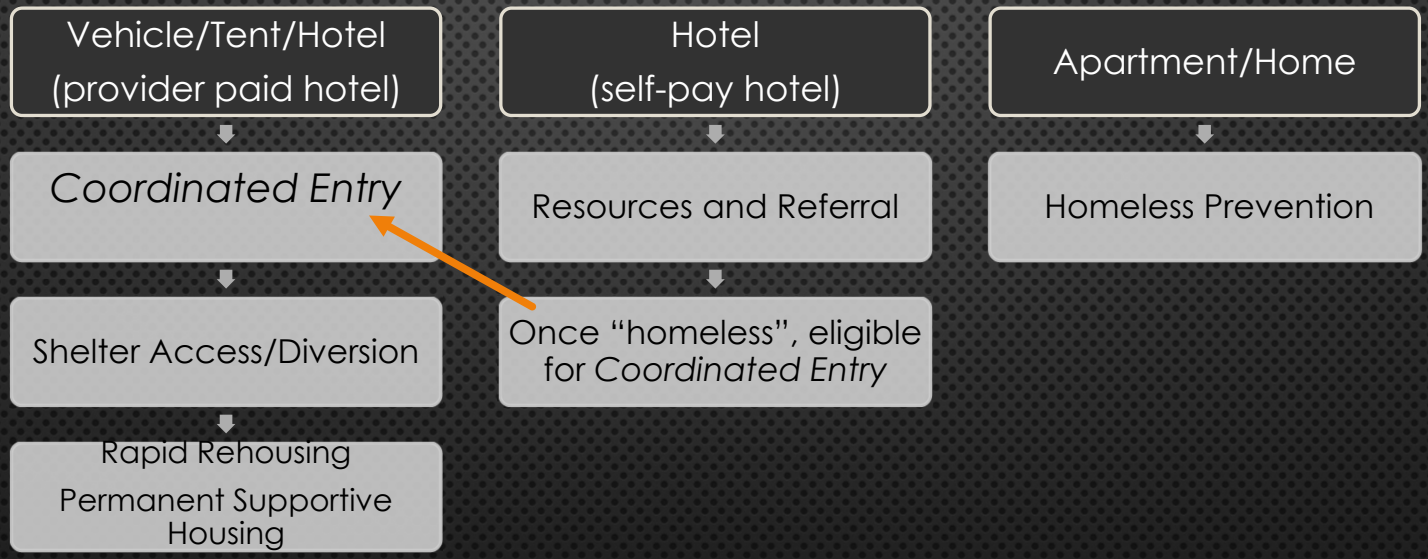
A PROGRAM THAT PROVIDES PERMANENT HOUSING ASSISTANCE AND SUPPORTIVE SERVICES WHEN AT LEAST ONE HOUSEHOLD MEMBER HAS A DISABILITY.

- MUST BE ENTERED INTO THE *COORDINATED ENTRY* SYSTEM.
- AGENCIES THAT SERVE KENDALL COUNTY ARE GRUNDY AREA PADS AND CORNERSTONE SERVICES.
- NEED MORE LANDLORDS TO PARTICIPATE, HOUSING STOCK IS LIMITED.

Grundy Area PADS

CORNERSTONE SERVICES

WHERE DID YOU SLEEP LAST NIGHT



*To begin the *Coordinated Entry* process, we must have consent.*
Families/individuals may be referred to Street Outreach and Shelter Services without *Coordinated Entry*.
Families/individuals may refuse services at anytime throughout the process.

Yorkville Police Department

Homelessness & Public Camping Ordinance

Meeting Date: August 19, 2025

Meeting Attendees: Chief of Police Jim Jensen, Deputy Chief Garrett Carlyle, City Administrator Bart Olson, Matt Fogarty (Cherry Willow Apparel), Alicia Castillo (Yorkville Resident), Emma Duclos (Yorkville Resident), Niya Kelly (State of Illinois Coalition to End Homelessness)

Requested Amendments

- "Eliminate Section 6E on car sleeping"
- "Include Crisis Intervention and connection to services ahead of fines"
- "Reduce fines drastically, Ideally eliminate them altogether"
- "Establish a working group to improve conditions that cause homelessness"

Yorkville Police Department

Homelessness & Public Camping Ordinance

Requested Amendments and City Response

- "Eliminate Section 6E on car sleeping"
  - Overnight nurse example. Proposing to eliminate restrictions on all sleeping in public places.
- "Include Crisis Intervention and connection to services ahead of fines"
  - Agreed, will be implemented. Services are already offered, and we will require this in the ordinance
- "Reduce fines drastically, Ideally eliminate them altogether"
  - Ordinance already contains a public service component
- "Establish a working group to improve conditions that cause homelessness"
  - The City will participate in the working group (Bart Olson and Jim Jensen), but this group should be a private, non-City entity.

Yorkville Police Department

Homelessness & Public Camping Ordinance

CONTACT INFORMATION

Chief of Police James Jensen jjensen@yorkville.il.us 630-55-4340

Deputy Chief Garrett Carlyle gcarlyle@yorkville.il.us 630-553-4340

Executive Director RaeAnn VanGundy rvangundy@kendallcountyil.gov 630-553-9100

Questions for council

Referencing Section 6

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."

- Is lying down with a blanket or hammock automatically a violation, even if it's just for 3 hours?
- Could this unintentionally target families, the elderly, or disabled individuals who need to rest while walking through the park?
- What safeguards will be put in place to prevent discriminatory enforcement?

If enforcement disproportionately affects disabled individuals, including those with mental illness or mobility impairments, or fails to make reasonable accommodations (such as accessible shelter beds), **the city could face liability under the ADA**.

Example: If someone with PTSD cannot stay in a crowded shelter and is cited for sleeping outside, this could trigger an ADA complaint.

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."

- Any truckers, traveling business people, family road trippers, medical workers, night shift workers, or intoxicated individuals needing to take a break from driving will **not** be allowed to sleep in their car between **12:00 a.m.–6:00 a.m.** for more than 2 hours without permission from the mayor or council.

Questions and concerns:

1. Will the mayor or council members be **fielding phone calls at midnight or later** to approve people who need to make a pit stop to prevent themselves from drowsy driving or getting a DUI?
2. What is the process for obtaining permission from the mayor or council for overnight stays?
    - Is there an emergency hotline?
    - How quickly could someone realistically get approval in the middle of the night?

3. Could this inadvertently **encourage drunk driving** by penalizing people who responsibly choose to sleep in their car to sober up?
4. Would police be required to knock on car windows at night, potentially escalating encounters unnecessarily?
5. How will **out-of-town visitors or truck drivers** be informed of this law?
6. Could a lack of clear signage be used as a defense against citations?

Referencing Section 8

B.

"Shall inform appropriate agency – so said agency may determine whether or not it would be appropriate to offer its services to those persons."

Questions:

- What situations are considered *not appropriate* and will they **actually be offered services or not**?
- What accountability measures will there be to ensure services are actually offered before fines or arrests are made?
- Who determines whether a situation is "appropriate" for offering services, and what criteria do they use?
- Could there be an **appeal process** for individuals who feel they were unfairly denied help?
- Is there funding allocated to **ensure services are available at all times**?
- If shelters are full, will enforcement still proceed, or will citations be paused until space is available?

D. "

vii. "Any items of food which can reasonably be expected to spoil or otherwise perish within the next 30 days."
i. "No apparent utility or monetary value."
v. "Items *appearing* to be stolen or otherwise *appearing* to be evidence of a crime."

Referencing Section 9

A.

"Shall be stored by 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."

- "**Exempt personal property**" is vague and could include some family belongings that technically have no "utility or monetary value," or food needed to survive.
  - **Example:** Family photos or a tattered but functional tent could be deemed "valueless" and destroyed.
- The use of terms like *"appearing to be stolen or evidence"* is also vague and could be abused to include items **not stolen or part of a crime**.

Questions:

1. What **training** will officers receive to prevent wrongful confiscation of someone's personal property?
2. For food items, what happens to **survival supplies** like dried goods, baby formula, or medication that may technically "perish" but are essential?
3. How will individuals **contest property seizures** they believe were wrongly classified as stolen or without value?
4. What would be accepted as **proof of ownership or identification**?
   - If an ID is expired, would they be forced to **forfeit their belongings**?
   - If someone doesn't have a receipt or box for an item, would their **cellphone or other belongings** be taken?
5. Could **medications** be considered "exempt" and therefore destroyed, even if critical to someone's health?
6. What safeguards will be in place to **prevent wrongful destruction** of essential items?
7. How would an unhoused person **get transportation** to retrieve confiscated items?
8. If items were **donated**, how can someone **prove ownership**?
9. What steps will the city take to ensure people are **not penalized simply for poverty or lack of paperwork**?
10. Will there be a **transparent tracking system** so people can verify where their property is being held?

B.

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

- Does this mean **all of the food they had would be thrown out**?
- How would you **differentiate between a person having a picnic nap and an unhoused person's food**?

Legal and Constitutional Challenges

Has the city consulted legal counsel about potential challenges to this ordinance, especially regarding:

Illinois-Specific Concerns

- Under Illinois law, what is the **statute of limitations** or process for someone to **file a complaint** under:
  - **BRHA** (Bill of Rights for the Homeless Act)
  - **IHRA** (Illinois Human Rights Act)
- Can the city **demonstrate that enforcement will not deny rights based on housing status**?

In **March 2025**, the **Illinois Department of Human Rights (IDHR)** and the **Illinois Office to Prevent and End Homelessness (OPEH)** issued a joint letter to local governments reminding them of obligations under the BRHA, IHRA, and the state's civil rights laws.

- They flagged that ordinances restricting camping, sleeping, or access to public spaces **might be discriminatory** based on housing status.

Transparency and Accountability

- Are there **accountability measures** to ensure enforcement does not **disproportionately affect** protected or vulnerable populations (e.g., disabled persons, minority racial groups)?

Constitutional Concerns

Fourth Amendment – Unreasonable Search and Seizure

- **Section 8(D):** Ambiguity in what counts as "exempt personal property."
- **Section 9(A):** Requiring proof of ownership to reclaim items.
- **Section 9(B):** Immediate disposal of certain items like food.

Eighth Amendment – Cruel and Unusual Punishment

- **Section 6(A):** Bans all sleeping or resting in public areas.
- **Section 6(D & E):** Restricts overnight vehicle sleeping, even when no alternative shelter is available.

Fourteenth Amendment – Equal Protection

- **Section 9(A):** Requires individuals to "confirm ownership" but provides **no clear method** for doing so if they lack documentation.
  - This creates a **high risk of wrongful loss of property** without a fair hearing or appeal process.

Comparison of costs

Days or offenses within a 24 month period	Ordinance Fines	Cost to stay at Yorkville Super 8 in September 2025 (with tax)
1	$75	$90.09
2	$150	$192.93
3	$350	$347.71
4	$500	$539.55
5	$750	$634.38
6	$750 or incarceration	$724.85

Monica Cisija

Subject: FW: WRITTEN COMMENTS - Meeting Sep 23, 2025 - Mayor's Report: 1. CC 2025-58 Ordinance Regulating Public Camping

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From: ANNE ENGELHARDT [redacted]
Sent: Monday, September 22, 2025 12:35:43 AM
To: Jori Behland <jBehland@yorkville.il.us>
Subject: WRITTEN COMMENTS - Meeting Sep 23, 2025 - Mayor's Report: 1. CC 2025-58 Ordinance Regulating Public Camping

The written comments are submitted below.
My public comments at the meeting on Tuesday, September 23, will be limited to 500 words and will be different thoughts on the same agenda item.
Anne Engelhardt

Written Comments for Mayor and Yorkville City Council Meeting September 23, 2025
Re: Mayor's Report: 1. CC 2025-58 Ordinance Regulating Public Camping

Submitted by Anne Engelhardt, [redacted]

- Resident of Yorkville since 1978
- Retired teacher (English/ Language Arts)
- Former member of Yorkville District 115 Board of Education
- Served as Executive Director of Kendall County PADS (Public Action to Deliver Shelter) which provided overnight shelter, food and other services to more than 750 unhoused people from October 2010- March 2020

Homelessness itself is not a crime, but rather a complex issue resulting from a severe lack of affordable housing, lack of accessible transportation, economic hardship. In addition, many unhoused people suffer from mental illness and/or physical disabilities. Any combination of these hardships can cause a person to lose permanent housing. Homelessness is a complex issue, one that must be resolved with housing, not fines and criminalization.

Equality in enforcing laws
If any person's behavior is non-compliant with social laws, that behavior should have the consequences of laws applied.

A violation of the law should be addressed equally whether or not the person has a home. It is the behavior (violation or crime) that is the issue; the issue is NOT about living in a home or not.

People experiencing homelessness have the right to equal treatment, without discrimination on the basis of housing status.

Ordinance 2025-57 does not address the underlying problems associated with homelessness in general, nor does it address the needs of the homeless individuals - with short term assistance and long term sustainable solutions.

Proposal for a work Group (or Task Force) to address alternatives to Ordinance 2025-57.
At the meeting on Tuesday, September 23, 2025, I will describe a proposal for a Work Group to be created to (a) coordinate existing services for unhoused individuals, (b) research additional outreach services, including help from community members, and (3) research, discuss, discern, and recommend long-term sustainable assistance, including affordable housing and public transportation.

When Yorkville City Council meets to talk about Ordinance 2025-57, I request that the meeting be announced to the public well in advance of the date. If you decide to include members of the community to be involved in the discussion, I would like to be invited to participate.

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

We have a unique and timely opportunity to learn about the conditions of homelessness and how other communities nearby are addressing this challenge.

In the Aurora Beacon today, September 12, front page article **"Homelessness film to dispel myths, encourage conversations"** by Denise Cosby. ARTICLE IS COPIED BELOW FOR YOU TO READ.

I will attend the film showing on September 25, at 6 p.m., so that I can be better informed about homelessness.

I encourage you also to attend for the opportunity to learn more about homelessness and its root causes. There will be a discussion among the leaders in Aurora, which also can give us insights as to how we, too, can have meaningful conversations based on facts and what are some possible solutions.

I know all our agendas are very full; still, you as public servants, leading the City of Yorkville, will want to think about and discern the best possible ways we can address the problems that go with unhoused individuals. I think this film will be a good place to get factual information moving forward as a community that cares about all people.

Anne Engelhardt
[redacted]

AURORA BEACON-NEWS AURORA BEACON-NEWS OPINION
Column: Film on homelessness aims to dispel myths, encourage conversations
By **DENISE CROSBY**
PUBLISHED: September 11, 2025 at 4:26 PM CDT

Some of our community's most influential people have come together to shed more light on how to protect those most vulnerable.

A free screening of the film "Beyond the Bridge: A Solution to Homelessness" will be presented at 6 p.m. Sept. 25 at Crimi

Auditorium on Aurora University's campus in Aurora.

The purpose of this event, which is a collaboration between the Kane County Health Department, Waubonsee Community College, Hesed House, Association for Individual Development (AID) and the city of Aurora, is to foster a community conversation about homelessness and its root causes in Aurora.

For more than a year, the city has been meeting with dozens of community members, including those who do street outreach, as part of an ongoing initiative to address this challenge, said Lizette Mendoza, project assistant with the Aurora Community Services Department.

"We hope this will be a safe place to discuss what we can do as a community," she said.

Filmmakers Tim Hashko and Don Sawyer of A Bigger Vision Films will be at the event, and following the screening of their documentary, a panel of experts will lead a discussion. Those include Ryan Dowd, former executive director and now director of Mission and Strategy for Homelessness Training at Hesed House; Lore Baker, CEO of AID; Aurora Chief of Staff Shannon Cameron; and Christine Haley, chief homelessness officer of the Illinois Office to Prevent and End Homelessness.

The screening in Aurora is one of several stops for this film company that is traveling over 40,000 miles around the country to start conversations about finding solutions and as a call to action on homelessness.

"The general public does not know what to do in order to affect change," said Lore Baker, executive director of AID, which has a street outreach, mobile crisis response team and works closely with Hesed House and The Neighbor Project.

"It is overwhelming so they don't do anything," Baker said. Viewing this film, she said, will "dispel many of the myths about homelessness – that it is a character flaw … that people who are homeless don't want to work," said Baker, when "the fact is, the vast majority of people do work – often multiple jobs – yet can't afford to pay rent."

According to a report from the National Low Income Housing Coalition, in Kane County, which has only a 1% vacancy rate for affordable units, a resident must make nearly $34 an hour to be able to pay fair market value on a two-bedroom apartment, said Baker, adding that "many landlords are charging way more than fair market value."

Hesed House Executive Director Joe Jackson agrees that

attending this screening can go a long way in helping people understand just how complex and misunderstood this issue is.

“Right now, locally and nationally, we are living in a world of assumptions. And that is dangerous,” he said. “The study that has gone into this screening is factual, scientific-based knowledge of what the drivers of homelessness are and what the solutions are.

“Put aside your biases. Seek to understand as opposed to jumping to conclusions,” he said.

Baker says her hope is that local residents attend this screening “to better understand” those who are struggling.

“They are not people being bused in but your friends and neighbors, your family,” she insisted. “Come learn something about what it really takes to live in a world for those that have a limited ability to earn a high wage.

“I think people will be surprised.”
dcrosby@tribpub.com

Thank you.
Anne Engelhardt

Monica Cisija

Subject: FW: WRITTEN COMMENTS

From: Mary Paluch <[redacted]>
Sent: Monday, September 22, 2025 6:49:48 AM
To: Jori Behland <jBehland@yorkville.il.us>
Subject: WRITTEN COMMENTS

City Administrator Bart Olson listened to his community's police calls, complaints, and concerns which led to this ordinance for the homeless issue in our family parks and our city of yorkville. A STRONG move by our board. But now I have to stand up here today because our board is actually WEAK and RECKLESS. You are bending to a few protestors who also were breaking the ordinance themsleves.

Every day our community tries to help these homeless in our area by offering a place to stay, clothing them, feeding them, and helping them in any shape or form to give them the help they need to get back on their feet. They don't want it.

The streets are not their home.

This is bad for our community, but most importantly our children. Allowing the Homeless adult individuals to change their clothes next to the children's riverfront playground, approaching and talking to underage children who are not with their parents, starting campfires, creating unsanitary conditions in our park, screaming profanities, using a business water hose to bath, having mental outbursts and throwing bikes, screaming in the faces of our law enforcement, smoking weed publicly, public intoxication and then stashing all their empty alcohol bottles in the public portapotty, allowing them to stay after dusk to sleep in our parks on the ground and benches, and making our community to not feel safe to go a place that is sanctuary for most..

This is not normal. AND I will not normalize this for our children.

Reversing this ordinance is not helping these homeless individuals. This is not showing them love. Just because these homeless individuals decline the help they are being provided, WE do not need to adjust our way of living and our community for the issues that these individuals have.

We have guidelines and rules Signs posted in our parks. We set a powerful ordinance that was good for our community, for our CHILDREN, and forcibly help those homeless individuals to get them the help they needed. Reversing this ordinance, we are opening a door to crime, more homelessness, and putting our children in harms way. So I say to the Board, stand your ground and keep this ordinance in place.

Monica Cisija

Subject: FW: WRITTEN COMMENT & TO SPEAK- Mayors Report 1. Ordinance Regulating Public Camping

---

From: Mary Paluch [redacted]
Sent: Monday, September 22, 2025 6:59:50 AM
To: Jori Behland <jBehland@yorkville.il.us>
Subject: WRITTEN COMMENT & TO SPEAK- Mayors Report 1. Ordinance Regulating Public Camping

City Administrator Bart Olson listened to his community's police calls, complaints, and concerns which led to this ordinance for the homeless issue in our family parks and our city of yorkville. A STRONG move by our board. But now I have to stand up here today because our board is actually WEAK and RECKLESS. You are bending to a few protestors who also were breaking the ordinance themsleves.

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1. Mary Fetzer
2. September 23, 2025
3. Mayors Report 1. Ordinance Regulating Public Camping

Monica Cisija

Subject: FW: Submit Comment - Agenda#1 - meeting 9/23

From: Jean Zbinden [redacted]
Sent: Monday, September 22, 2025 6:44:41 PM
To: Jori Behland <jBehland@yorkville.il.us>
Subject: Submit Comment - Agenda#1 - meeting 9/23

To: Yorkville City Council Members

I would like to address the homeless situation in downtown Yorkville. I am a 26 year resident of downtown Yorkville. Until recently, I've never felt unsafe in this community.

Now, when I walk at the river, I've been verbally harassed and followed by two different men who have been staying on the river and using the river as their bath place. Instead of enjoying a nice walk, I now find myself avoiding a beautiful, public area close to my home because it's not safe anymore.

I honestly do not know what the solution is and I wish no harm to these two men. However our community places should be safe and they should be made safe before something worse than verbal abuse and being followed happens to myself, another woman or God forbid a child in our community.

Thank you,
Jean
Downtown Yorkville resident.

Monica Cisija

Subject: FW: WRITTEN COMMENT agenda item #1

From: Jessica Fisher <[redacted]
Sent: Monday, September 22, 2025 6:58:21 PM
To: Jori Behland <jBehland@yorkville.il.us>
Subject: WRITTEN COMMENT agenda item #1

Please see below

---------- Forwarded message ---------
From: **Jessica Fisher** <[redacted]
Date: Mon, Sep 22, 2025, 5:55 PM
Subject: WRITTEN COMMENT agenda item #1
To: <JBEHLAND@yorkville.il>

Agenda item #1

Homeless population

I am writing with great concern over the loitering or living in public areas. I live on Heustis St. Less than 2 blocks from the river. I live with a newer guarded sense since homelessness is being allowed in Yorkville. I do not feel as safe as I did a few months ago. This past week the gentleman was on the main walkway where kids and families walk and enjoy Yorkville. One night my husband and I turned and went the other way because he was spinning in circles on the sidewalk.

Another morning last week on my way to the Y. He rode his bike off of the sidewalk directly in front of my car. I had to stop so I did not hit him.

There is also city property in the middle of my block. How long until they get to camp there. This seems a major step backwards after we just cleaned up the campground. These communities grow as the campground is proof. I belong to an organization that helped the homeless at the campground. I care about homeless people and help them in my own ways. But my safety is not compromised.

Thank you for prioritizing the tax paying citizens over the homeless population.

Jessica Fisher
[redacted]

Preliminary Sound Study Findings

Project Steel Data Center Campus - Yorkville

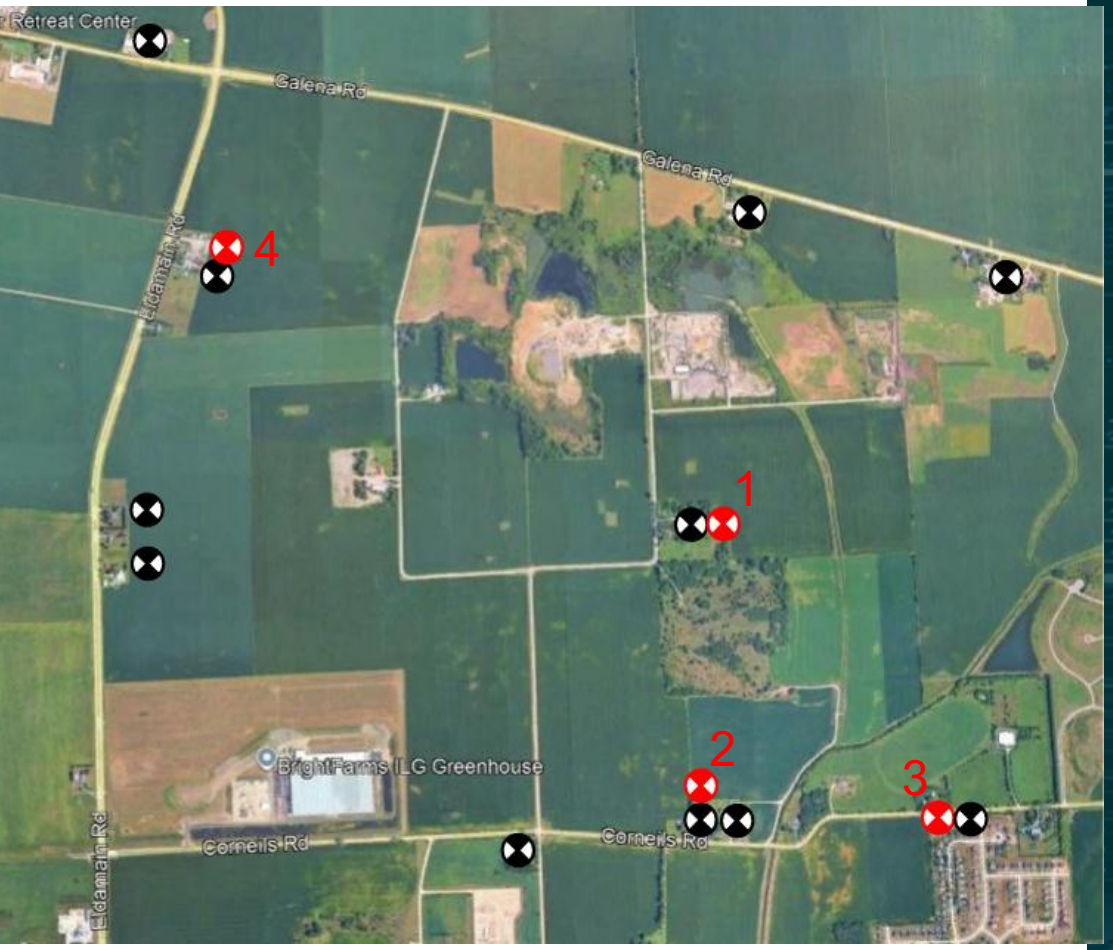
Shiner Acoustics, LLC

PROLOGIS®

Shiner Acoustics, LLC

Preliminary Sound Study Findings

Sound Study Overview



Noise Receivers Sampling Locations

Measurements around the existing site near residences – 4 Locations

Background sound sources were identified and measured

Modeling to predict sound levels from future equipment

Outdoor chillers and emergency generators are expected to be new sources of noise

Summary of Background Sound Survey

- The soundscape was affected primarily by traffic

Location	Baseline Sound Level (L90, dB re 20µPa)		
	Lowest	Average	Highest
1	35	42	51
2	26	39	46
3	31	41	47
4	29	39	45

Local & State Ordinances

- Yorkville code limits sound levels at residential land uses
- Illinois code limits sound levels from commercial to residential land uses
- Both set day and night limits

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

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

Modeling Assumptions

- 18 proposed buildings
- Each building will have:
  - 84 rooftop chillers, with 72 operating and 12 redundant
  - Chillers are available to meet several sound levels, from standard to ultra low noise
  - Chillers operate continuously during the day and night



Modeling Assumptions

- Each Building will have 44 Generators at Grade Level
- Emergency generators will have sound enclosures
- Enclosures are available to meet several sound levels
- Each generator will be operated for 30 minutes per month during the day







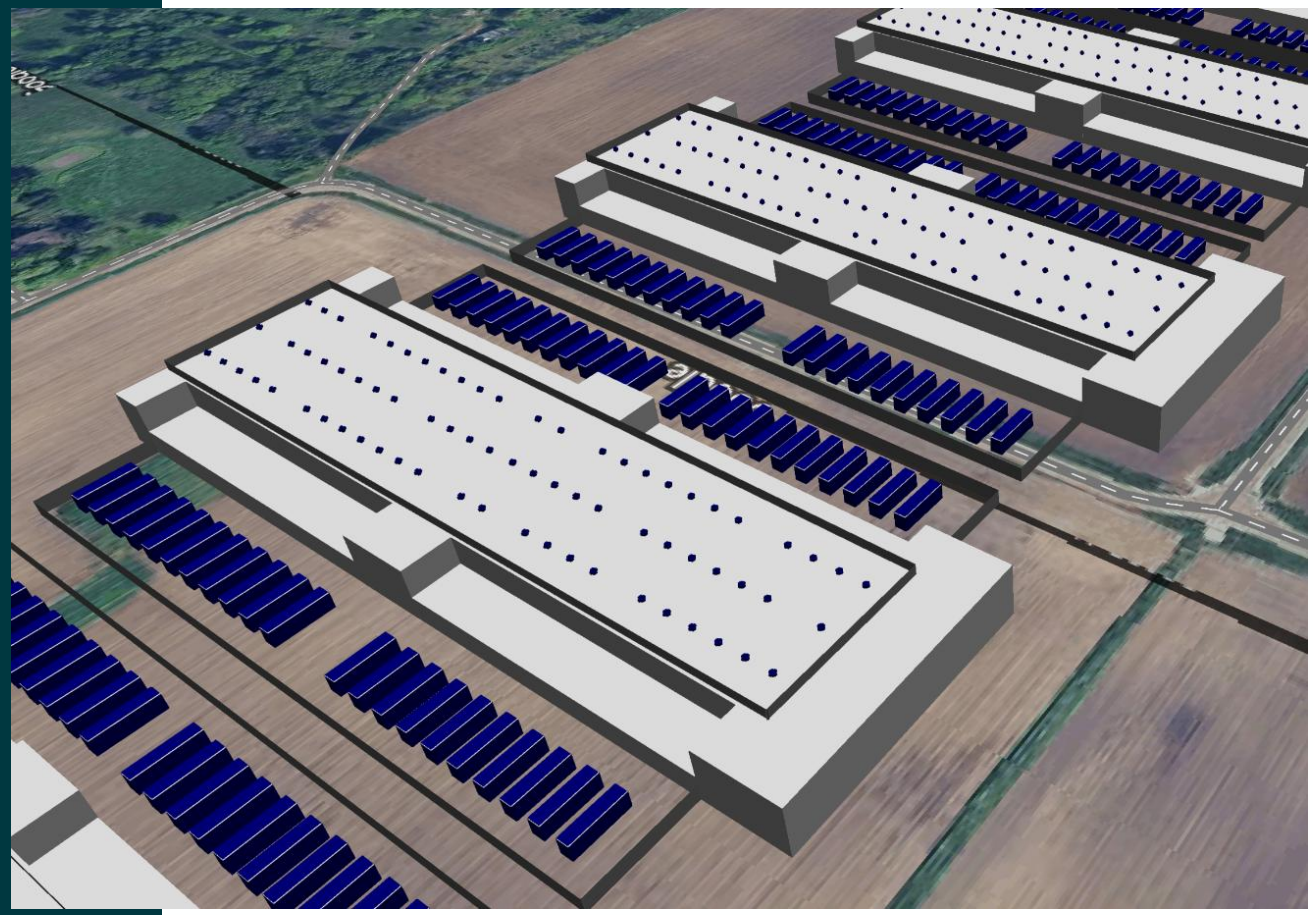
Model Assumptions

The facility will have other minor noise sources, which will be included in the final study:

- Rooftop units (RTUs) for ventilation
- Transformers located in each of three substations
- Any other equipment

Acoustical Model

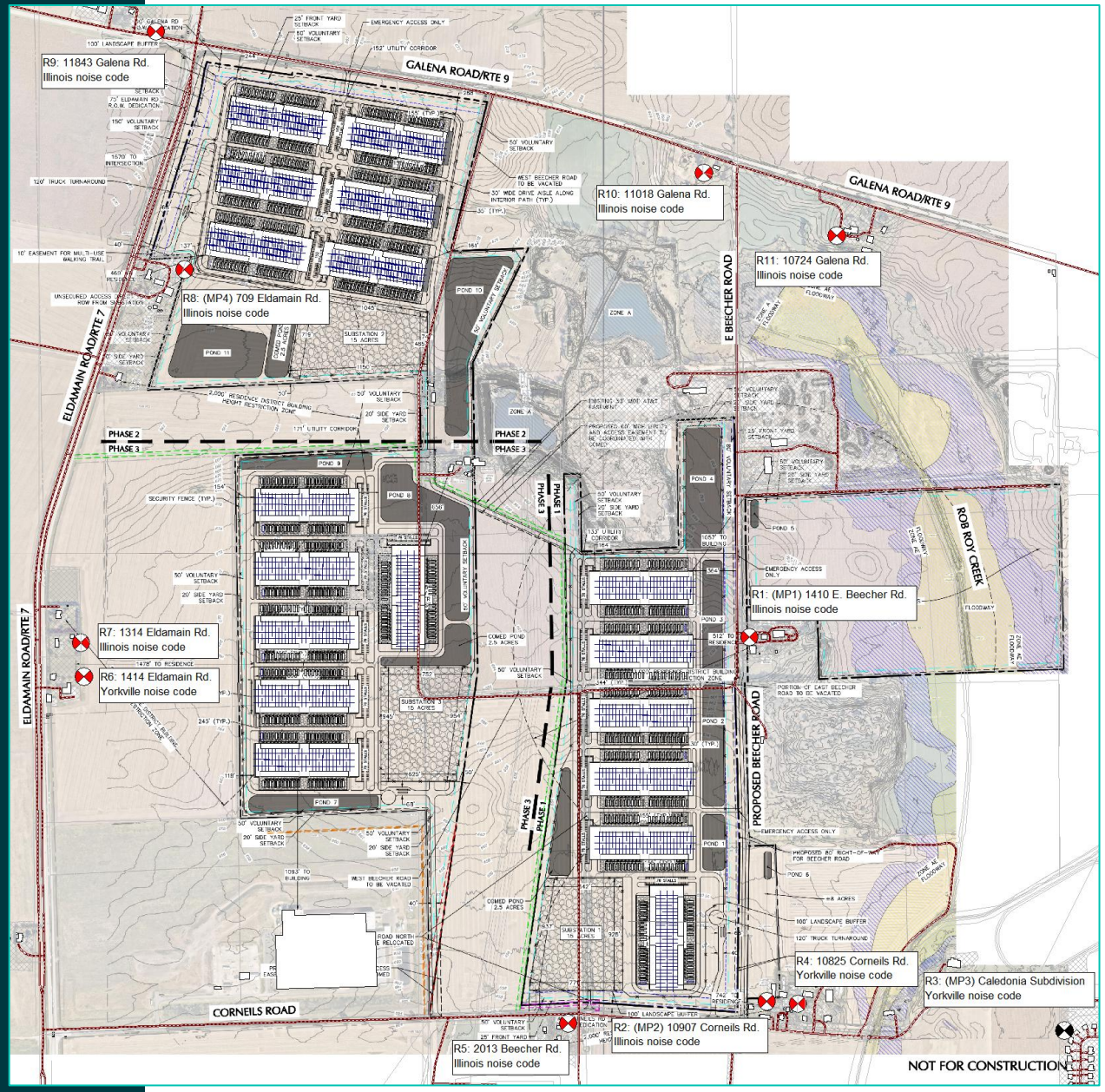
- Acoustical model of the facility includes:
  - Major sound sources, such as chillers
  - Obstacles, such as buildings and sound walls
  - Receivers



Preliminary Sound Study Findings

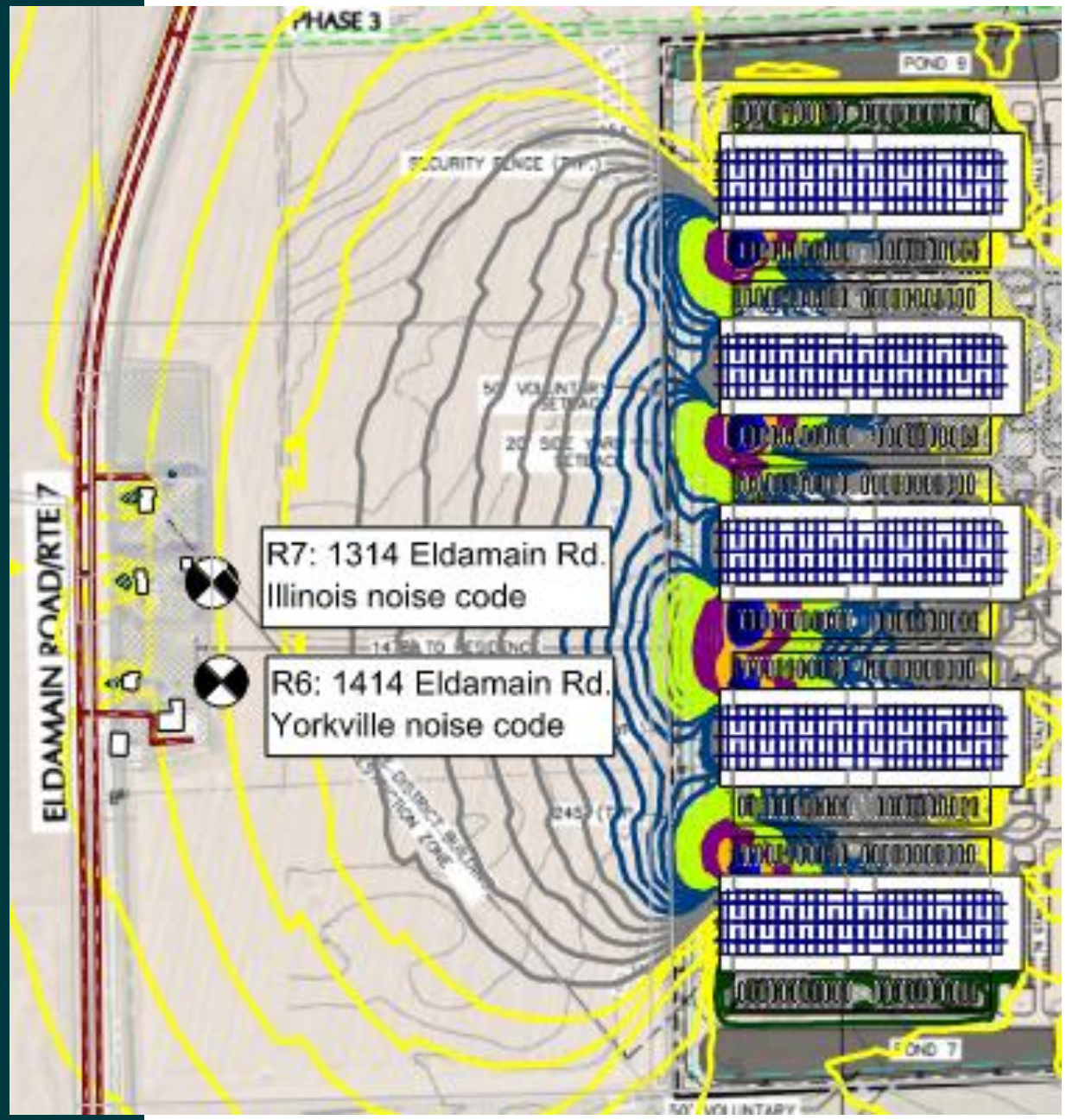
Acoustical Model

- Receivers: 11 residences surrounding the project
- 3 in Yorkville, 8 subject to Illinois noise code



Acoustical Model

- Acoustical model predicts sound levels



Modeling Results to Meet Yorkville and Illinois Codes

- Very low noise chillers
- Quieter generators
- Sound walls surrounding chillers and generators
- Complies with Yorkville & Illinois Code

Receiver	Jurisdiction	Sound Pressure Level (dB re 20 µPa), A-weighted	
		Day	Night
Yorkville noise code		60	50
Illinois noise code		55	44
R1: 1410 E. Beecher Rd.	Illinois	47	44
R2: 10907 Corneils Rd.	Illinois	44	42
R3: Caledonia	Yorkville	34	33
R4: 10825 Corneils Rd.	Yorkville	42	41
R5: 2013 Beecher Rd.	Illinois	44	42
R6: 1414 Eldamain Rd.	Yorkville	43	42
R7: 1314 Eldamain Rd.	Illinois	43	42
R8: 790 Eldamain Rd.	Illinois	49	43
R9: 11843 Galena Rd.	Illinois	43	42
R10: 11018 Galena Rd.	Illinois	40	39
R11: 10724 Galena Rd.	Illinois	37	36



Future Study Requirements & Commitments

- This is a preliminary study based on the current design and the findings will be used to adjust the final design.
- A final study will be produced once the design is finalized and specific equipment has been selected to demonstrate compliance.
  - Final study will include additional minor sources of noise such as RTUs and transformers



Questions?

Thank You!

Project Steel Data Center Campus - Yorkville

Shiner Acoustics, LLC

PROLOGIS®

Shiner Acoustics, LLC


PROLOGIS®

Peer Review of Project Steel's Initial Sound Study

Aimee Lalime, INCE Bd. Cert.
Senior Acoustic Consultant, Soundscape Engineering
September 23, 2025

Soundscape Engineering
Practical Solutions from Professional Engineers

Soundscape Engineering

- Project lead:
  - Aimee Lalime, Senior Consultant
  - Master's degree in Mechanical Engineering with a concentration in acoustics
  - 24 years of experience in sound and vibration, with 13 years at Soundscape Engineering
  - Board Certified by the Institute of Noise Control Engineering
- Soundscape has worked on over 1300 projects:
  - Drafting community noise ordinances
  - Controlling industrial noise and vibration
  - Assessing environmental noise
  - Optimizing building acoustics

Introduction

- Project Steel: 540-acre data center campus proposed by Prologis L.P.
- The United City of Yorkville retained Soundscape Engineering to provide acoustic consulting related to the proposed development, including peer reviews of the project's noise control strategies
- The Yorkville data center ordinance (Section 10-4-10.A.5) requires a phased sound study approach and noise monitoring:
  - Initial Sound Study at Planned Unit Development (PUD) review
  - Final Sound Study at Permitting review
  - Noise monitoring

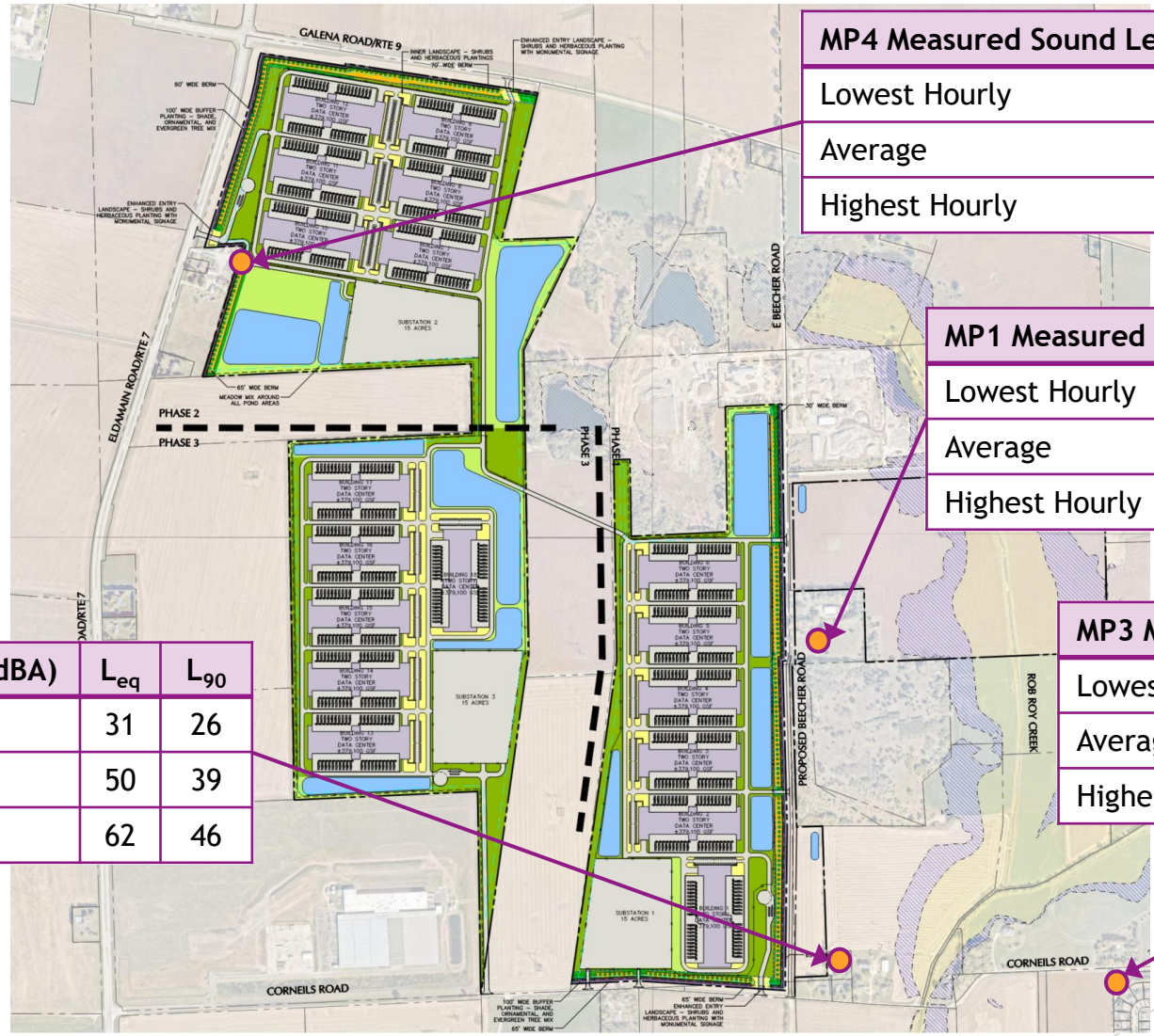
Initial Sound Study - Background

- A Project Steel initial sound study was conducted by Shiner Acoustics and issued on August 12th
- Soundscape provided two rounds of comments, which were largely addressed in the revised version submitted on September 16th
- This discussion focuses on the revised version of the initial sound study

Requirements for the Initial Sound Study

- Conduct a site noise survey to establish the existing ambient noise environment in the vicinity of the development
- Generate an initial 3D computer model of the project
  - Use the tentative site plan and representative sound levels from the planned project's mechanical equipment
  - Model peak daytime and nighttime operations
  - Consider the source tonality and apply the 10-dB penalty as appropriate
  - Describe mitigation measures needed to meet the City of Yorkville noise ordinance
- Issue a report to document the results

Site Noise Survey Conducted by Petitioner's Acoustic Consultant (Shiner Acoustics)



MP4 Measured Sound Levels (dBA)	L_{eq}	L_{90}
Lowest Hourly	39	29
Average	48	39
Highest Hourly	56	45

MP1 Measured Sound Levels (dBA)	L_{eq}	L_{90}
Lowest Hourly	38	35
Average	52	42
Highest Hourly	61	51

MP3 Measured Sound Levels (dBA)	L_{eq}	L_{90}
Lowest Hourly	41	31
Average	54	41
Highest Hourly	63	47

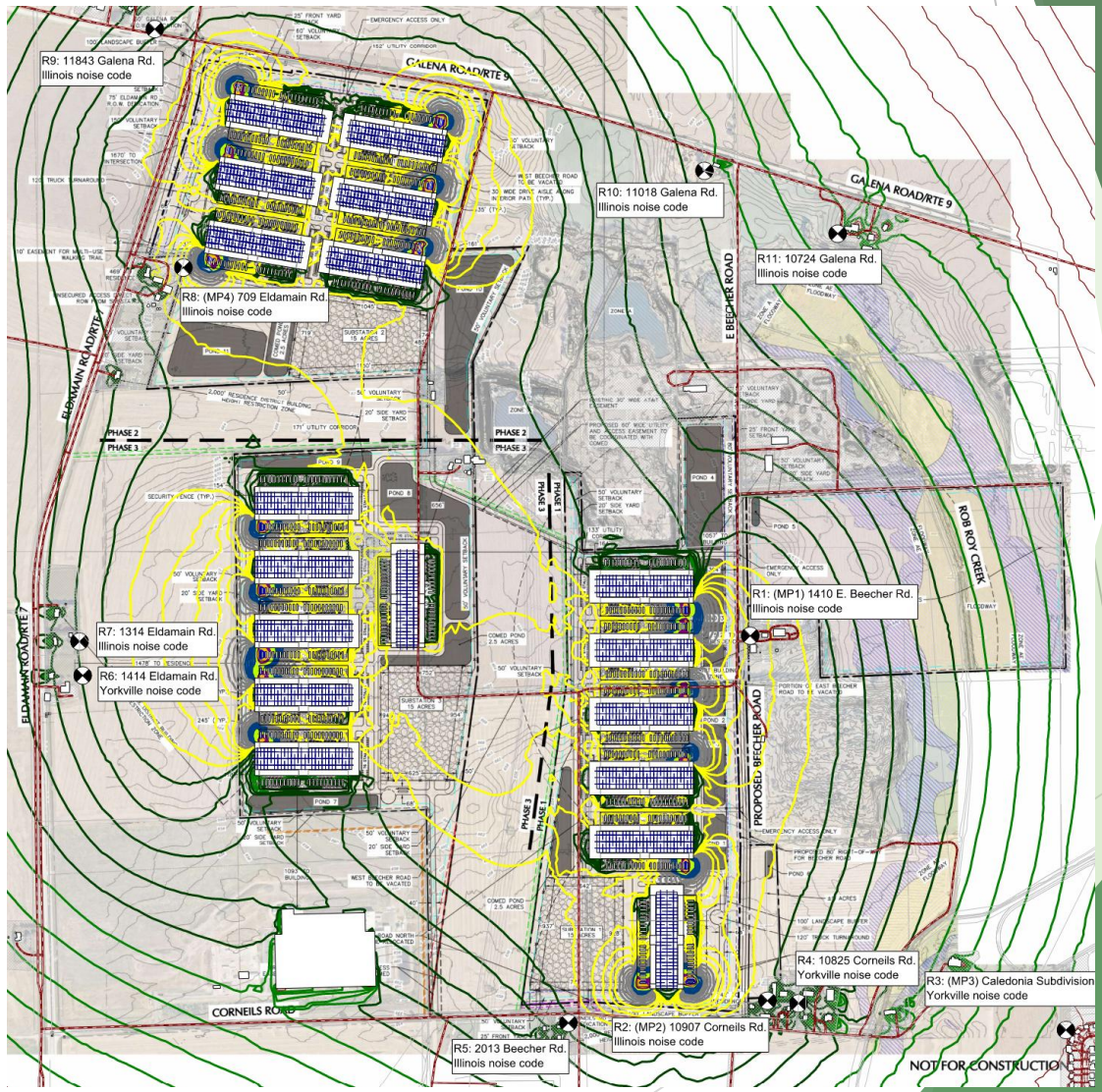
MP2 Measured Sound Levels (dBA)	L_{eq}	L_{90}
Lowest Hourly	31	26
Average	50	39
Highest Hourly	62	46

Results from Initial Study Produced by Petitioner's Acoustic Consultant (Shiner Acoustics)

- Sources included representative non-tonal chillers and generators (transformers and RTUs to be included in the detailed study)
- Mitigations may include low-sound chillers, low-sound generator, and barriers
- Initial model results show it is possible to meet Yorkville noise ordinance limits for residential noise:

	Non-tonal	Tonal
Daytime	60 dBA	50 dBA
Nighttime	50 dBA	40 dBA

See Title 4, Chapter 4 of the Yorkville Code of Ordinances



Requirements for the Initial Sound Study

- Conduct a site noise survey to establish the existing ambient noise environment in the vicinity of the development - completed
- Generate an initial 3D computer model of the project
  - Use the tentative site plan and representative sound levels from the planned project's mechanical equipment - completed
  - Model peak daytime and nighttime operations - completed
  - Consider the source tonality and apply the 10-dB penalty as appropriate – assumes non-tonal chillers
  - Describe mitigation measures needed to meet the City of Yorkville noise ordinance – barriers, low-noise chillers, and low-noise emergency generators
- Issue a report to document the results – report showed that it is possible for the project to meet the noise ordinance with the current site plan and non-tonal equipment

What's next?

- Project Steel must provide a final, detailed noise study at the permitting stage
  - For the final noise study, noise source data for the cooling equipment shall be based on actual sound level measurements of the specific equipment planned.
  - A mitigation plan will be included in the final noise study to demonstrate that operational noise does not exceed the local noise limits detailed in Yorkville's Code of Ordinances, including the penalty for tonal equipment.
  - The final noise impact report will describe how the assessment was performed, list the specific noise-generating equipment associated with operation of the Data Center Campus and On-site Substation, describe any noise control approaches and equipment that will be included in the project design, and confirm that the City's noise ordinance will be met.
- We (Soundscape Engineering) will peer review the final noise study

Soundscape Engineering

Practical Solutions from Professional Engineers

CRG | THE ART & SCIENCE OF BUILDING

CRG DATA CENTER DEVELOPMENT OVERVIEW

Tuesday, September 23



CRG at a glance

32 YEARS
1993 • • • • • • • • • • 2025

60+ EMPLOYEES

$7.7+ BILLION
TRANSACTIONS SINCE 2015

12,500+ ACRES*

220 MILLION+ SF*

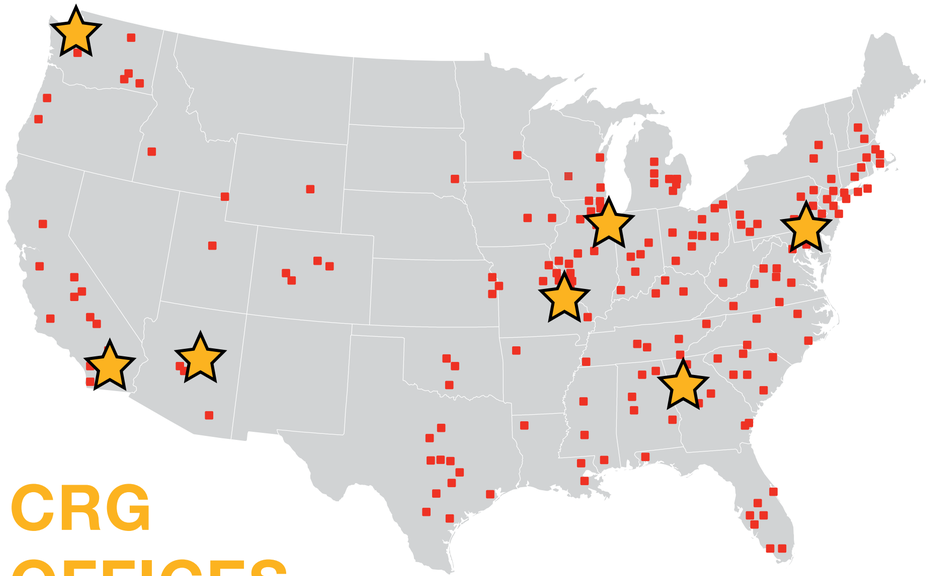
$14.0 BILLION+ VALUE*

*Figures are internally prepared and include projects where CRG was the third-party fee developer.

INTEGRATED DEVELOPMENT SERVICES

Site Selection | Due Diligence | Entitlements | Incentives | Planning
Design | Construction | Financing | Asset Management | Investment Management

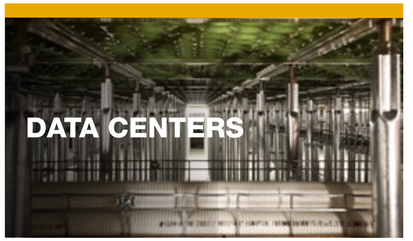
CRG OFFICES



■ CRG & Clayco-Built Projects

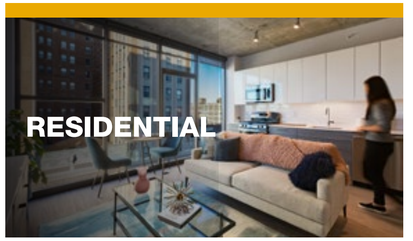
INDUSTRIES SERVED

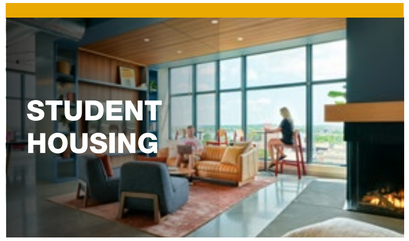












CRG leverages the power of the Clayco enterprise

CRG benefits from real-time design and construction expertise, guaranteed pricing, and high-quality project delivery. CRG's vertically integrated model drives deal flow and investment opportunities with Fortune 500 clients throughout the United States.

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SPECIALIZED COMPANIES

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design-build construction

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acquisitions & development

Lamar Johnson Collaborative
planning, architecture & interiors

CONCRETE STRATEGIES
concrete construction

VENTANA
DESIGN-BUILD SYSTEMS
building enclosure

1984
ESTABLISHED
41 YEARS

0.4
CURRENT
EMR

$7.5B
2024 REVENUE

100+
SUSTAINABLE
PROJECTS

3,800
VALUED
EMPLOYEES

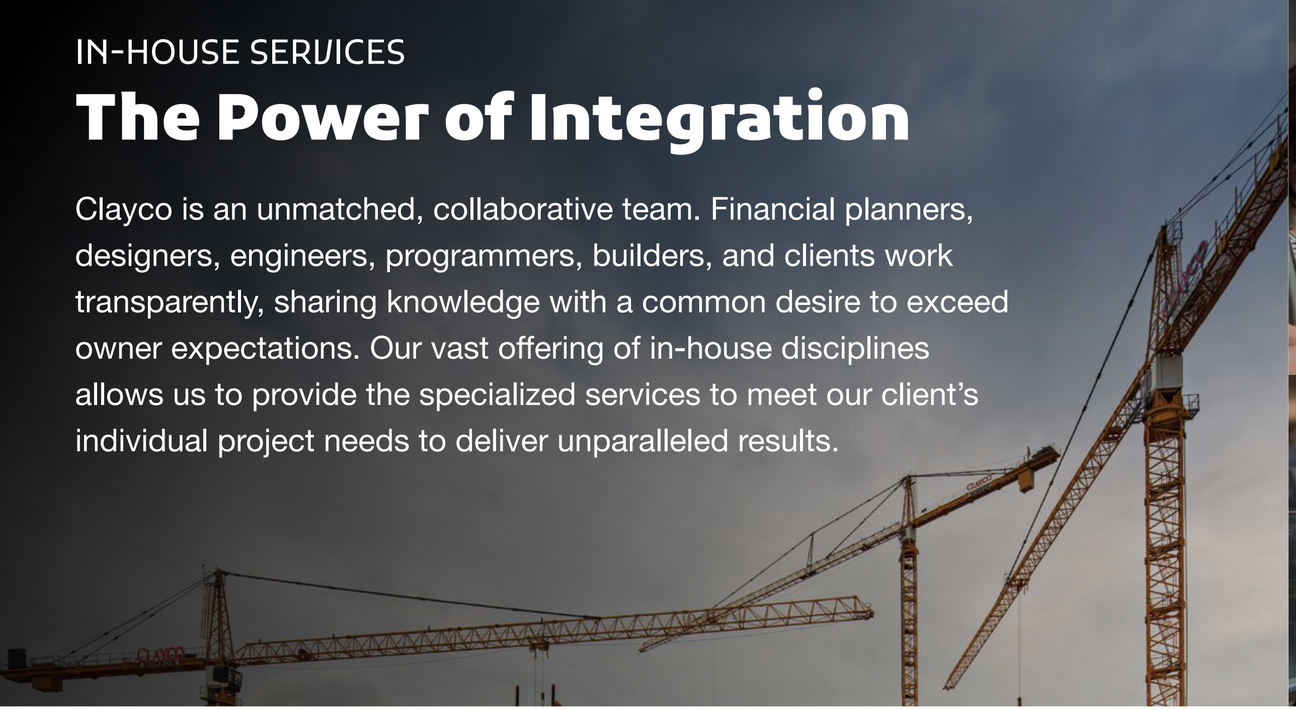
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The Power of Integration

Clayco is an unmatched, collaborative team. Financial planners, designers, engineers, programmers, builders, and clients work transparently, sharing knowledge with a common desire to exceed owner expectations. Our vast offering of in-house disciplines allows us to provide the specialized services to meet our client's individual project needs to deliver unparalleled results.





CLAYCO

THE ART & SCIENCE OF BUILDING

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CRG

+ Site Selection
+ Development
+ Financing
+ Asset Management

Design & Engineer

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+ Interiors
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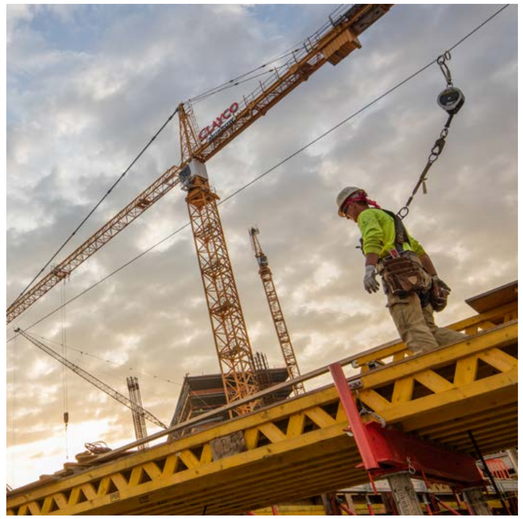
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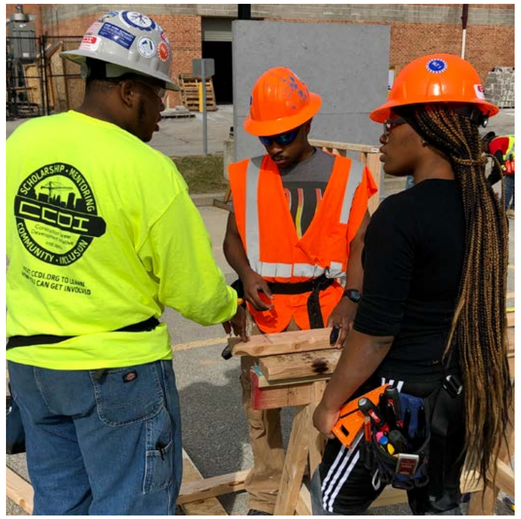
PEOPLE & SAFETY

Safety is foundational to our work, and we are all responsible for creating a safe environment. Through regular trainings and awareness activities we prioritize proactive measures. Addressing physical and psychological well-being is vital, and we foster open dialogue for all employees.



CLAYCO RISING (CULTURE, EMPOWERMENT, AND INCLUSION)

Clayco coordinates social impact efforts through **Clayco Rising**, a leading CEI program in the industry. With 25 years of experience, Clayco Rising creates opportunities and structural change for employees, our trade partners, and communities.



OUR COMMUNITY

Clayco's culture extends beyond building structures. We're committed to long-term partnerships with our communities. A vital part of our identity is dedicating time, energy, and resources to projects and nonprofit organizations in the communities where we live and work.



OUR ENVIRONMENT

Clayco prioritizes environmental responsibility, as we meet the needs of employees, clients, and future generations. We design and construct buildings to reduce emissions and enhance energy efficiency. We lead with innovative solutions to minimize embodied carbon and waste. We have **100+ Sustainably Certified Projects** and **70+ Sustainability Accredited Professionals.**

79% below national average recordable rate

75% of all projects had *zero* recordables in 2024

OSHA VOLUNTARY PROTECTION PROGRAM (VPP) STAR 8-YEAR MEMBER

Clayco consciously meets the needs of today, while empowering future generations. As builders and designers, we are the responsible stewards of the built environment and believe it is our duty to protect and preserve the natural and cultural resources of the communities we serve.

SBTi Net-Zero Approved

AIA 2030 Net-Zero Committed

AIA Materials Pledge

CONTRACTOR'S COMMITMENT

MEP 2040

SE2050 COMMITTING TO NET ZERO

Clayco Compute

Integrated by Design

→ **A Proven National Leader in Data Centers**

→ **Trusted by the World’s Most Innovative Companies**

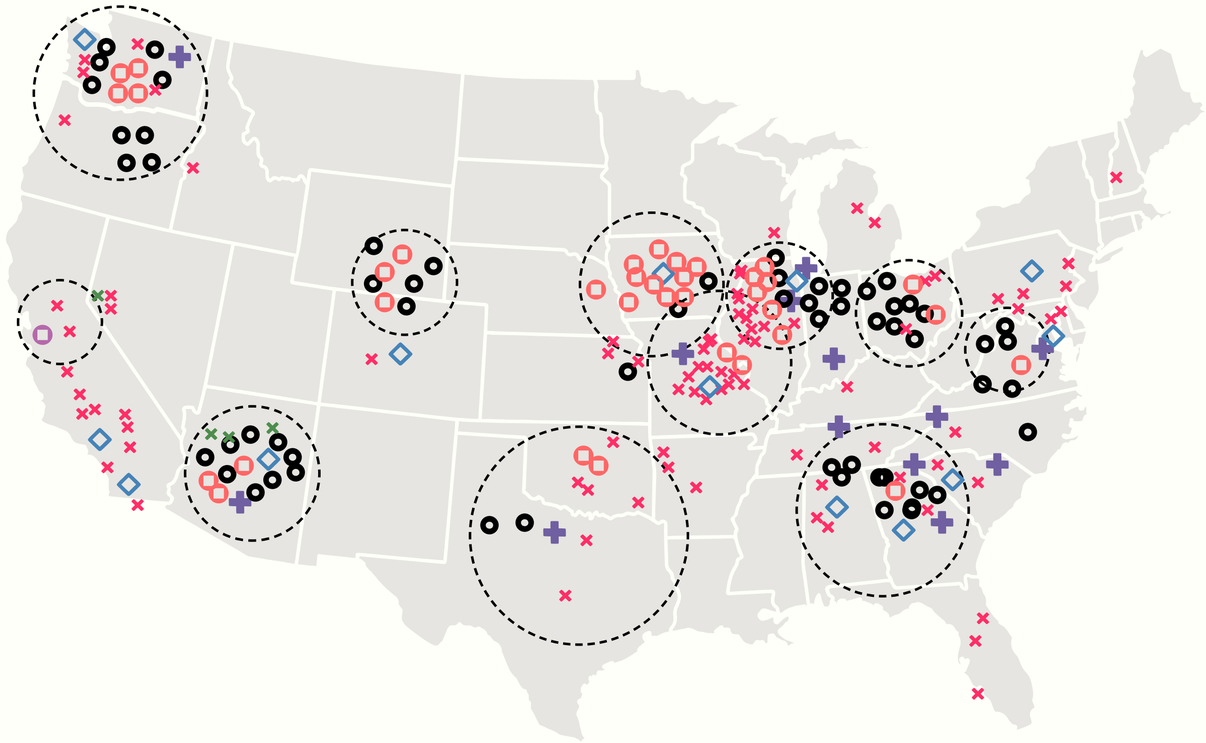
→ **Performance, Safety & Innovation**

The #3 U.S. Data Center Builder, trusted by the world’s most innovative companies, delivering $12.7B in mission-critical projects with unmatched safety, speed, and certainty.

Presenter → Susan Bergdoll

A Proven National Leader in Data Centers

Clayco Compute / Scale and Leadership



57 Active Data Center Projects

- Centers of Excellence
- Completed Hyperscale Projects
- Current Hyperscale Projects
- Current AI Hyperscale Projects
- Non-Data Center Projects + $1B
- Non-Data Center Projects + $100M
- Office Locations

2025 ENR Engineering News-Record

#3 Ranking in U.S. Data Center Builder

$12.7B *Mission Critical* revenue delivered or underway since 2018

3,800+ employees across the U.S.

$7.6B annual revenue in 2024

41 years of experience in the integrated Design-Build

Presenter → Susan Bergdoll

Trusted by the World's Most Innovative Companies

Our Clients Build the Future With Us

Microsoft — **20 projects delivered since 2018; 11 campuses direct or leased; 539 days recordable-free**

aws — **20 projects, 7 campuses since 2021**

Google — **4 campuses nationwide**

QTS — **10 projects since 2022, 7 campuses**

AWARDS

2023 Safety Contractor of the Year (QTS)

2024 Safety Excellence Award (CyrusOne)

60% Carbon Reduction Award (AWS projects)

Trusted by the World's Most Innovative Companies

Ready to Deliver for Festus.

Microsoft · aws · Google · PsiQuantum · QTS · NTT · CyrusOne · STACK INFRASTRUCTURE · STREAM DATA CENTERS · ACTAPIO · Blackstone · CRG THE ART & SCIENCE OF BUILDING · ILLINOIS · THE UNIVERSITY OF CHICAGO · BJC HealthCare · Washington University in St. Louis · EQUINIX · PROLOGIS. · PANATTONI · OGE · Magellan HEALTH. · CENTENE Corporation · ROPER ST. FRANCIS · EXPRESS SCRIPTS · citi · U.S. Cellular · amazon · RIVIAN · BLUE ORIGIN · CanadianSolar · ENTEK · BOEING · Envision AESC · SK innovation · XALT Energy · PennState · Johnson&Johnson · Pfizer · pepsi · WHITE CLAW HARD SELTZER · GROUP14 · HANKOOK · HADRIAN

Presenter → Susan Bergdoll


we see BEYOND THESE WALLS
to a better TOMORROW

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 – October 14, 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

DATE: 09/30/25
TIME: 10:31:51
ID: AP225000

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT	
131272	KCR	KENDALL COUNTY RECORDER'S			09/05/25			
	4028762	09/05/25	01	COSTCO FINAL PLAT		90-239-00-00-0011	93.00	
						INVOICE TOTAL:	93.00 *	
						CHECK TOTAL:		93.00
						TOTAL AMOUNT PAID:		93.00

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
MANUAL CHECK REGISTER

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131273	KCR KENDALL COUNTY RECORDER'S				09/12/25		
	4029100	09/12/25	01	ORDIANCE APPROVING COSTCO PUD		90-239-00-00-0011	57.00
			02	ORDINANCE APPROVING COSTCO		90-239-00-00-0011	57.00
			03	SPECIAL USE		** COMMENT **	
			04	ORDINANCE APPROVING COSTCO		90-239-00-00-0011	57.00
			05	FINAL PLAT		** COMMENT **	
						INVOICE TOTAL:	171.00 *
						CHECK TOTAL:	171.00
						TOTAL AMOUNT PAID:	171.00



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
MANUAL CHECK REGISTER

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900168	FNBO FIRST NATIONAL BANK OMAHA				09/25/25		
	092525-A,SIMMONS	08/31/25	01	GOTO-AUG 2025 PHONE SYSTEM USE		01-110-54-00-5440	168.39
			02	GOTO-AUG 2025 PHONE SYSTEM USE		01-220-54-00-5440	179.62
			03	GOTO-AUG 2025 PHONE SYSTEM USE		01-120-54-00-5440	123.49
			04	GOTO-AUG 2025 PHONE SYSTEM USE		79-795-54-00-5440	179.62
			05	GOTO-AUG 2025 PHONE SYSTEM USE		01-210-54-00-5440	898.07
			06	QUADIENT-8/28-11/27 POSTAGE		01-120-54-00-5485	254.75
			07	MACHINE LEASE		** COMMENT **	
			08	COMCAST-7/20-8/19 651 PP		01-110-54-00-5440	82.48
			09	INTERNET		** COMMENT **	
			10	COMCAST-7/20-8/19 651 PP		01-220-54-00-5440	87.98
			11	INTERNET		** COMMENT **	
			12	COMCAST-7/20-8/19 651 PP		01-120-54-00-5440	60.49
			13	INTERNET		** COMMENT **	
			14	COMCAST-7/20-8/19 651 PP		79-790-54-00-5440	87.98
			15	INTERNET		** COMMENT **	
			16	COMCAST-7/20-8/19 651 PP		01-210-54-00-5440	439.90
			17	INTERNET		** COMMENT **	
			18	COMCAST-7/20-8/19 651 PP		79-795-54-00-5440	87.97
			19	INTERNET		** COMMENT **	
			20	VERIZON-8/2-9/1 IN CAR UNITS		01-210-54-00-5440	863.52
			21	ADS-SEPT-NOV 2025 ALARM		24-216-54-00-5446	120.00
			22	MONITORING AT 908 GAME FARM RD		** COMMENT **	
			23	NICOR-7/3-8/4 651 PP		01-110-54-00-5480	157.52
			24	FOX LANDSCAPE-TOPSOIL		51-510-56-00-5620	90.00
						INVOICE TOTAL:	3,881.78 *
	092525-A.ROZBORSKI	08/31/25	01	HOME DEPO-LOCK PINS		01-410-56-00-5620	38.00
			02	MENARDS#081225-SEEDING STRAW		51-510-56-00-5620	547.54
			03	MENARDS#082625-MEASURING WHEEL		01-410-56-00-5630	64.97
			04	AMAZON-HARD HATS		01-410-56-00-5600	281.42
						INVOICE TOTAL:	931.93 *
	092525-A.ZITT	08/31/25	01	MENARDS#073025-WIPERS		51-510-56-00-5628	9.49
			02	WELDSTAR-NITROGEN		51-510-56-00-5620	34.02
						INVOICE TOTAL:	43.51 *
	092525-B.OLSON	08/30/25	01	NY TIMES-DIGITAL SUBSCRIPTION		01-110-54-00-5460	4.00
			02	BISNOW-DATA CENTER INVESTMENT		01-110-54-00-5412	1,001.16
			03	CONFERENCE REGISTRATION FOR		** COMMENT **	
			04	OLSON, GREGORY & DUBAJIC		** COMMENT **	
			05	UNITED AIR-2025 ICMA		01-110-54-00-5415	238.63
			06	CONFERENCE TRANSPORTATION		** COMMENT **	
			07	ZOOM-7/23-8/22 USER FEES		01-110-54-00-5462	194.95
						INVOICE TOTAL:	1,438.74 *
	092525-B.WEBER	08/31/25	01	ACE-WASHERS, NUTS, ROD		01-410-56-00-5620	20.73
						INVOICE TOTAL:	20.73 *

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900168	FNBO FIRST NATIONAL BANK OMAHA				09/25/25		
	092525-B.WOLF	08/31/25	01	MENARDS#073025-PVC PLUG		79-790-56-00-5640	14.59
						INVOICE TOTAL:	14.59 *
	092525-C.HAYES	08/31/25	01	AMERICAN ASSOCIATIONOF		01-210-54-00-5462	29.00
			02	NOTORIES-ILLINOIS NOTARY		** COMMENT **	
			03	COURSE		** COMMENT **	
						INVOICE TOTAL:	29.00 *
	092525-D.BROWN	08/31/25	01	UPS-1 PAKAGE SHIPPED 2-DAY		51-510-54-00-5452	86.25
			02	AMAZON-COMPUTER CAR CHARGER		51-510-54-00-5495	103.15
			03	MENARDS#073125-PVC TRAP,SCREEN		51-510-56-00-5620	54.82
			04	MAGNETIC CLIPS, STRAW		** COMMENT **	
			05	MENARDS#072925-BLEACH, PLIERS		51-510-56-00-5620	43.39
			06	MENARDS#082325-BLEACH		51-510-56-00-5620	21.54
			07	MENARDS#081325-BLEACH, CLEANER		51-510-56-00-5620	52.57
			08	MENARDS#073025-COUPLER		51-510-56-00-5620	6.49
						INVOICE TOTAL:	368.21 *
	092525-D.HANSEN	08/31/25	01	AMAZON-DESK FAN, KEYBOARD,		01-220-56-00-5620	60.55
			02	POWER STRIP		** COMMENT **	
			03	APA-APA ANNUAL MEMBERSHIP		01-220-54-00-5460	646.00
			04	NORTHSTAR-ACCIDENTAL CHARGE TO		01-000-24-00-2440	154.73
			05	BE REFUND VIA CHECK		** COMMENT **	
			06	APA-STATE CONFERENCE		01-220-54-00-5412	378.75
			07	REGISTARTION		** COMMENT **	
						INVOICE TOTAL:	1,240.03 *
	092525-D.HENNE	08/31/25	01	MENARDS#082225-SPADE, COVERS,		01-410-56-00-5620	67.09
			02	FUSES, OUTLETS		** COMMENT **	
			03	MENARDS#080725-SPRAY PAINT		01-410-56-00-5620	19.41
						INVOICE TOTAL:	86.50 *
	092525-D.SMITH	08/31/25	01	MENARDS#080825-PORTOLET		79-790-56-00-5640	269.69
			02	ENCLOSURE MATERIALS		** COMMENT **	
			03	ALLPARTS-TRASH PUMP PRIMER CAP		79-790-56-00-5640	18.50
			04	NEWSTRIPE-PUMP ASSEMBLY		79-790-56-00-5646	875.00
			05	RIVERVIEW-LAMP ASSEMBLY		79-790-56-00-5640	70.36
			06	NAPA#393887-WHEEL NUT		79-790-56-00-5640	17.92
			07	MENARDS#082025-TRAILER LIGHT,		79-790-56-00-5640	42.97
			08	TOWELS		** COMMENT **	
			09	MENARDS#080425-POSTS, ANCHORS		79-790-56-00-5640	67.34
			10	RURAL KING-MEASURING PITCHER		79-790-56-00-5620	14.99
			11	RURAL KING-HOSE SPRAY TANK		79-790-56-00-5640	91.99
			12	MENARDS#081225-LINE REEL		79-790-56-00-5620	41.96
			13	MENARDS#073125-TAPE, BUBBLE		79-790-56-00-5620	12.37

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900168	FNBO FIRST NATIONAL BANK OMAHA				09/25/25		
	092525-D.SMITH	08/31/25	14	ROLL		** COMMENT **	
			15	MENARDS#081925-MARKING PAINT		79-790-56-00-5620	15.98
			16	MENARDS#081825-OUTLET PLATE		79-790-56-00-5640	7.71
			17	MENARDS#081425-ADAPTERS,SCREWS		79-790-56-00-5640	387.43
			18	ANCHORS, WHITE CAB		** COMMENT **	
			19	MENARDS#081425-REBAR LOOP TIES		79-790-56-00-5620	28.17
			20	HOSE CLAMPS		** COMMENT **	
						INVOICE TOTAL:	1,962.38 *
	092525-D.YODER	08/31/25	01	NAPA#393891-OIL, FILTERS		01-410-56-00-5640	37.72
			02	MENARDS#080525-STRAINER BAGS,		01-410-56-00-5620	119.78
			03	SPADE		** COMMENT **	
			04	DEKANE#02638-BLADES		01-410-56-00-5640	85.08
						INVOICE TOTAL:	242.58 *
	092525-E.DHUSE	08/31/25	01	AMAZON-SAFETY VEST		01-410-56-00-5600	14.21
			02	AMAZON-KEYBOARD & MOUSE		01-410-56-00-5620	40.23
			03	GAS-N-WASH-MONTHLY CAR WASHES		01-410-56-00-5628	29.95
						INVOICE TOTAL:	84.39 *
	092525-E.HERNANDEZ	08/31/25	01	CARSON CHIROPRACTIC-DOT EXAM		01-410-54-00-5462	120.00
			02	MENARDS#081225-MOTOR MIX		01-410-56-00-5620	17.96
			03	MENARDS#081125-BROOM, OIL DRI		01-410-56-00-5620	205.77
			04	MENARDS#080525-WATERSTOP,		01-410-56-00-5620	44.13
			05	TROWEL, SPONGES		** COMMENT **	
						INVOICE TOTAL:	387.86 *
	092525-E.WILLRETT	08/31/25	01	PDQ-DEPLOY SUBSCRIPTION		01-640-54-00-5450	1,402.50
			02	RENEWAL		** COMMENT **	
			03	STERCHI-DRUG TESTING		79-795-54-00-5462	100.00
			04	STERCHI-DRUG TESTING		01-410-54-00-5462	150.00
			05	STERCHI-DRUG TESTING		01-120-54-00-5462	50.00
			06	PARAGON-5 LASER PRINTERS &		01-640-54-00-5450	1,884.90
			07	SCANNERS		** COMMENT **	
			08	PARAGON-FORTINET SECURITY		01-640-54-00-5450	808.99
			09	ANNUAL RENEWAL		** COMMENT **	
			10	ICMA-MEMBERSHIP RENEWAL		01-110-54-00-5460	1,016.00
			11	AMAZON-USB CABLE		01-110-56-00-5610	18.96
			12	PARAGON-CISCO SMARTNET RENEWAL		01-640-54-00-5450	1,931.97
						INVOICE TOTAL:	7,363.32 *
	092525-G.JOHNSON	09/12/25	01	MENARDS#080125-SCREW DRIVERS		51-510-56-00-5620	17.25
			02	TERA#501280-OIL & FILTER		51-510-54-00-5490	261.17
			03	CHANGE		** COMMENT **	
						INVOICE TOTAL:	278.42 *

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900168	FNBO FIRST NATIONAL BANK OMAHA				09/25/25		
	092525-G.KLEEFISCH	08/31/25	01	MENARDS#082025-WASHERS		79-790-56-00-5640	2.10
						INVOICE TOTAL:	2.10 *
	092525-G.NELSON	08/31/25	01	AMAZON-HAND SANITIZER WIPES		01-220-56-00-5620	22.77
			02	AMAZON-HAND SOAP		01-220-56-00-5620	53.95
						INVOICE TOTAL:	76.72 *
	092525-G.STEFFENS	08/31/25	01	AMAZON-SNAKE KEY EYES,		51-510-56-00-5628	162.29
			02	REFLECTORS		** COMMENT **	
						INVOICE TOTAL:	162.29 *
	092525-J.ANDERSON	08/31/25	01	RURAL KING-HAND WANDS		79-790-56-00-5640	33.98
						INVOICE TOTAL:	33.98 *
	092525-J.BEHLAND	08/31/25	01	IN TOWNE STORAGE-MONTHLY		01-220-54-00-5485	308.00
			02	STRAGE UNIT RENTAL		** COMMENT **	
			03	TRIBUNE-PROJECT STEEL PUBLIC		90-246-00-00-0011	2,119.33
			04	HEARING		** COMMENT **	
						INVOICE TOTAL:	2,427.33 *
	092525-J.GALAUNER	08/30/25	01	QUICK SCORES-ADULT SOFTBALL		79-795-56-00-5606	91.00
			02	SCORING		** COMMENT **	
			03	PESOLA-BASEBALL SPONSOR BANNER		79-795-56-00-5606	200.00
			04	BSN#930765462-SOCCER COACHES		79-795-56-00-5606	1,471.50
			05	SHIRTS		** COMMENT **	
						INVOICE TOTAL:	1,762.50 *
	092525-J.NAVARRO	08/31/25	01	AMAZON-LOCK ASSEMBLY		24-216-56-00-5656	32.24
			02	ILLCO#1500954-FILTERS		82-820-54-00-5495	148.95
			03	AMAZON-WATER FILTER CARTRIDGES		24-216-56-00-5656	284.37
			04	HOME DEPO-ADAPTERS		24-216-56-00-5656	24.86
			05	HOME DEPO-AIR MOVER		24-216-56-00-5656	239.00
			06	HOME DEPO-WET MOPS		24-216-56-00-5656	23.96
						INVOICE TOTAL:	753.38 *
	092525-J.WEISS	08/31/25	01	AMAZON-LAMINATING SHEETS		82-000-24-00-2480	33.50
			02	AMAZON-BOOK		82-820-56-00-5686	21.98
			03	DOLLAR TREE-BINS, FOAM BOARD		82-000-24-00-2480	11.00
			04	AMAZON-MODELING CLAY, TATTOOS,		82-000-24-00-2480	55.41
			05	CEILING HOOKS, HANGERS		** COMMENT **	
						INVOICE TOTAL:	121.89 *
	092525-JULIE.GALAUNE	08/31/25	01	FIRST PLACE-LIGHT TOWER RENTAL		79-795-56-00-5602	500.02
			02	WALMART-NNO SUPPLIES		79-795-56-00-5606	59.88
			03	AMAZON-CLEAR DRINK POUCHES		79-795-56-00-5602	16.98

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900168	FNBO FIRST NATIONAL BANK OMAHA				09/25/25		
	092525-JULIE.GALAUNE	08/31/25	04	AMAZON-REFUNDED SUPPLIES		79-795-56-00-5606	-63.80
			05	AMAZON-DRINK POUCHES,CUPS		79-795-56-00-5602	306.20
			06	AMAZON-LEMONADE		79-795-56-00-5602	115.85
			07	AMAZON-PLASTIC CUPS		79-795-56-00-5602	59.94
			08	AMAZON-MEASURING SCALE,		79-795-56-00-5602	142.63
			09	CARPET TAPE, CHALK, ACRYLIC		** COMMENT **	
			10	SIGN HOLDER		** COMMENT **	
			11	MEIJER-KIDS DRINK SUPPLIES		79-795-56-00-5602	23.44
			12	MEIJER-SIP IT OFF SUPPLIES		79-795-56-00-5602	68.30
			13	WALMART-SIP IT OFF SUPPLIES		79-795-56-00-5602	363.95
			14	SAMS-LEMONADE		79-795-56-00-5602	228.48
			15	AMAZON-COTTON CANDY		79-795-56-00-5602	54.31
			16	amazon-ice cube scoop		79-795-56-00-5602	19.65
			17	WALMART-SYRUP, TRIPLE SEC		79-795-56-00-5606	356.02
			18	WALMART-VODKA, TEQUILLA,RUBBER		79-795-56-00-5602	154.62
			19	BANDS		** COMMENT **	
			20	AMAZON-REFUNDED SUPPLIES		79-795-56-00-5606	-73.95
						INVOICE TOTAL:	2,332.52 *
	092525-K.BALOG	08/31/25	01	AMAZON-PEPPER SPRAY		01-210-56-00-5620	134.54
			02	ACCURINT-JUL 2025 SEARCHES		01-210-54-00-5462	200.00
			03	AMAZON-AIRPOT, COFFEE MAKER		01-210-56-00-5620	205.81
			04	COMCAST-07/15-08/14 ETHERNET		24-216-54-00-5446	873.25
			05	AMAZON-JUMP STARTER		01-210-56-00-5620	294.38
						INVOICE TOTAL:	1,707.98 *
	092525-K.BARKSDALE	08/31/25	01	APA-IL-JOB LISTING AD		01-220-54-00-5426	100.00
			02	APA-JOB LISTING AD		01-220-54-00-5426	150.00
			03	ADOBE-MONTHLY CRETIVE CLOUD		01-220-54-00-5462	69.99
			04	FEE		** COMMENT **	
			05	APA-STATE CONFERENCE		01-220-54-00-5412	202.00
			06	REGISTRATION		** COMMENT **	
						INVOICE TOTAL:	521.99 *
	092525-K.IHRIG	08/31/25	01	TPT-PRESCHOOL CURRICULUM ITEMS		79-795-56-00-5606	22.04
			02	AMAZON-PAINT STICKS		79-795-56-00-5606	78.34
			03	WOODYS-FIELD TRIP DEPOSIT		79-795-56-00-5606	53.00
			04	WOODYS-FIELD TRIP DEPOSIT		79-795-56-00-5606	53.00
			05	AMAZON-CURRICULUM SUPPLIES		79-795-56-00-5606	20.89
			06	AMAZON-PRESCHOOL SUPPLIES		79-795-56-00-5606	42.76
			07	AMAZON-PRESCHOOL SUPPLIES		79-795-56-00-5606	112.53
			08	AMAZON-PRESCHOOL SUPPLIES		79-795-56-00-5606	197.07
			09	TARGET-CARPET CLEANING LIQUID		79-795-56-00-5606	22.99
			10	AMAZON-CLASSROOM SUPPLIES		79-795-56-00-5606	140.73
			11	AMAZON-BABY CONTEST ITEMS		79-795-56-00-5602	134.16

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900168	FNBO FIRST NATIONAL BANK OMAHA				09/25/25		
	092525-K.IHRIG	08/31/25	12	AMAZON-CLASSROOM DECOR		79-795-56-00-5606	76.42
			13	AMAZON-MAGNETS REFUNDS		79-795-56-00-5606	-19.26
			14	DOLLAR TREE-TRAYS, BASKETS		79-795-56-00-5606	42.00
			15	TARGET-CRATES		79-795-56-00-5606	20.00
			16	AMAZON-CONSTRUCTION PAPER		79-795-56-00-5606	8.76
			17	AMAZON-CARDSTOCK		79-795-56-00-5606	12.50
			18	AMAZON-TEA LIGHTS		79-795-56-00-5606	19.79
			19	AMAZON-NOTEBOOKS		79-795-56-00-5606	112.88
			20	TPT-HALLOWEEN TEMPLATES		79-795-56-00-5606	2.40
						INVOICE TOTAL:	1,153.00 *
	092525-K.JONES	08/31/25	01	TRUGREEN-JUN 2025 GROUNDS CARE		51-510-54-00-5445	1,123.99
			02	TRUGREEN-JUN 2025 GROUNDS CARE		52-520-54-00-5444	289.79
			03	TRUGREEN-JUN 2025 GROUNDS CARE		24-216-54-00-5446	269.09
			04	ARNESON#269267-JUL 2025 DIESEL		01-410-56-00-5695	216.31
			05	ARNESON#269267-JUL 2025 DIESEL		51-510-56-00-5695	216.31
			06	ARNESON#269267-JUL 2025 DIESEL		52-520-56-00-5695	216.32
			07	ARNESON#269268-JUL 2025 GAS		01-410-56-00-5695	287.04
			08	ARNESON#269268-JUL 2025 GAS		51-510-56-00-5695	287.04
			09	ARNESON#269268-JUL 2025 GAS		52-520-56-00-5695	287.03
			10	IML-ANNUAL CONFERENCE		01-110-54-00-5412	325.00
			11	REGISTRATION-OLSON		** COMMENT **	
			12	WATER PRODUCTS#0330211-HYDRANT		51-510-56-00-5640	840.00
			13	GREASE		** COMMENT **	
			14	AQUAFIX-VITASTIM GREASE		52-520-56-00-5613	1,149.92
			15	HIGHSTAR#14806-POSTS, ANCHORS		23-230-56-00-5619	1,316.25
			16	HIGHSTAR#14852-SIGNS		23-230-56-00-5619	167.85
			17	HIGHSTAR#14642-STREET SIGNS		23-230-56-00-5619	938.55
			18	METRO INDUSTRY#075131-LIFT		52-520-54-00-5444	360.00
			19	STATION MONTHLY METRO CLOUD		** COMMENT **	
			20	DATA SERVICE		** COMMENT **	
			21	METRO INDUSTRY#075421-PUMP #2		52-520-54-00-5444	3,501.00
			22	REPAIR		** COMMENT **	
			23	ARNESON#268460-JUL 2025 DIESEL		01-410-56-00-5695	248.91
			24	ARNESON#268460-JUL 2025 DIESEL		51-510-56-00-5695	248.91
			25	ARNESON#268460-JUL 2025 DIESEL		52-520-56-00-5695	248.92
			26	ARNESON#268461-JUL 2025 GAS		01-410-56-00-5695	290.13
			27	ARNESON#268461-JUL 2025 GAS		51-510-56-00-5695	290.13
			28	ARNESON#268461-JUL 2025 GAS		52-520-56-00-5695	290.14
			29	AURORA-JUN 2025 WATER TESTING		51-510-54-00-5429	399.00
			30	ARNESON#268545-JUL 2025 DIESEL		01-410-56-00-5695	142.92
			31	ARNESON#268545-JUL 2025 DIESEL		51-510-56-00-5695	142.92
			32	ARNESON#268545-JUL 2025 DIESEL		52-520-56-00-5695	142.91
			33	LINDCO#250100P-B-LIQUID PUMP		01-410-56-00-5628	880.03
			34	ARNESON#268544-JUL 2025 GAS		01-410-56-00-5695	227.15

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900168	FNBO FIRST NATIONAL BANK OMAHA				09/25/25		
	092525-K.JONES	08/31/25	35	ARNESON#268544-JUL 2025 GAS		51-510-56-00-5695	227.15
			36	ARNESON#268544-JUL 2025 GAS		52-520-56-00-5695	227.15
			37	LINDCO#250243P-B-POWER FLOW		01-410-56-00-5628	468.38
			38	CONTROL		** COMMENT **	
			39	IMP-ANNUAL CONFERENCE		01-110-54-00-5412	325.00
			40	REGISTRATION-PURCELL		** COMMENT **	
						INVOICE TOTAL:	16,591.24 *
	092525-L.NELSON	08/31/25	01	SPEEDWAY-ICE		79-795-56-00-5606	12.10
			02	AMAZON-REFEREE SHIRT, FLYING		79-795-56-00-5606	116.27
			03	DISC GAME		** COMMENT **	
						INVOICE TOTAL:	128.37 *
	092525-M.BARBANENTE	08/31/25	01	TARGET-PRESCHOOL SNACKS		79-795-56-00-5606	6.98
			02	DOLLAR TREE-PIRATE CAMP ITEMS		79-795-56-00-5606	15.00
			03	TARGET-PIRATE CAMP SNACKS		79-795-56-00-5606	31.16
			04	TARGET-SHELVES, BINS, TOYS		79-795-56-00-5606	79.57
			05	TARGET-HOOKS, SHELVES, SENSORY		79-795-56-00-5606	102.73
			06	TUBES		** COMMENT **	
			07	HOBBU LOBBY-CLASSROOM DECOR		79-795-56-00-5606	20.07
						INVOICE TOTAL:	255.51 *
	092525-M.CARYLE	08/31/25	01	CASEYS-WATER ICE		01-210-56-00-5650	11.90
			02	UPS-1 PKG SHIPPED		01-210-54-00-5452	16.59
			03	THOMPSON REUTERS-CLEAR PROFLEX		01-210-54-00-5419	476.70
			04	SOFTWARE SUBSCRIPTION-JUL 2025		** COMMENT **	
			05	FRWC-GROUP DEBRIEF		01-210-54-00-5462	330.00
			06	CHICAGO COMM-REINSTALLED RADIO		01-210-54-00-5495	110.00
						INVOICE TOTAL:	945.19 *
	092525-M.CISIJA	08/31/25	01	AMAZON-WIRELESS MOUSE		01-110-56-00-5610	36.98
			02	CINCINNATI INS-NOTARY BOND		01-110-54-00-5462	40.00
			03	AMAZON-STORAGE BOXES		01-110-56-00-5610	191.96
						INVOICE TOTAL:	268.94 *
	092525-M.MCGREGORY	08/31/25	01	MENARDS#082025-SUMP PUMP		51-510-56-00-5620	112.35
			02	MENARDS#082225-SWIFFER DUSTER		51-510-56-00-5620	18.45
			03	HOME DEPO-PIPE WRENCHES		51-510-56-00-5630	155.94
						INVOICE TOTAL:	286.74 *
	092525-M.NELSON	08/31/25	01	LOGO FACTORY-3 POLOS-NELSON		01-210-56-00-5600	148.68
			02	CELLEBRITE-CCO & CCPA		01-210-54-00-5412	330.00
			03	RECERTIFICATIONS		** COMMENT **	
			04	TARGET-FLASHDRIVE		01-210-56-00-5610	13.99
						INVOICE TOTAL:	492.67 *

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900168	FNBO FIRST NATIONAL BANK OMAHA				09/25/25		
	092525-M.SENG	08/31/25	01	MENARDS#073125-TRIMMER LINE,		01-410-56-00-5620	16.26
			02	BOLTS, WIRE BRUSH		** COMMENT **	
			03	MENARDS#082025-EPOXY, WRENCH,		01-410-56-00-5620	46.88
			04	PLIARS		** COMMENT **	
			05	NAPA#394053-FILTER		01-410-56-00-5640	23.67
			06	NAPA#394773-BULBS		01-410-56-00-5640	8.15
			07	PRINT SOURCE-PARKING SIGNS		01-410-56-00-5620	150.08
						INVOICE TOTAL:	245.04 *
	092525-M.WARD	08/31/25	01	DEMCO-PAPER TAPE, BOOK TAPE		82-820-56-00-5620	145.59
						INVOICE TOTAL:	145.59 *
	092525-P.LANDA	08/31/25	01	KC CONCRETE-CONCRETE		25-225-60-00-6010	72.30
			02	CARROLL#83646-WOOD STAKES		25-225-60-00-6010	116.00
			03	DUTEK#1027580-HOSES		79-790-54-00-5495	338.00
			04	MENARDS#072925-SPRAY PAINT		79-790-56-00-5620	11.72
			05	MENARDS#082125- CONCRETE FORM		79-790-56-00-5620	69.68
			06	RELEASE, STEEL STICK		** COMMENT **	
						INVOICE TOTAL:	607.70 *
	092525-P.LEGENDRE	08/31/25	01	HOME DEPO-MEASURING TAPE		52-520-56-00-5630	28.94
						INVOICE TOTAL:	28.94 *
	092525-P.MCMAHON	08/31/25	01	COD-POLICE APPLICANT		01-210-54-00-5412	298.00
			02	BACKGROUND TRAINING		** COMMENT **	
			03	MENARDS#073025-WINDSHIELD WASH		01-210-56-00-5620	29.88
			04	CAT SCALE-FREIGHT WEIGHING		01-210-56-00-5620	29.50
			05	O'HERRON-SERVICE UNIFORM		01-210-56-00-5600	764.01
			06	GAS-N-WASH-JUL 2025 CAR WASHES		01-210-54-00-5495	36.40
			07	GALLS-TACTICAL SHIRTS		01-210-56-00-5600	546.99
			08	AMAZON-BELT KEY HOLDERS		01-210-56-00-5620	94.80
			09	GALLS-TACLITE UNIFORM PANTS		01-210-56-00-5600	181.18
			10	AMAZON-WORK BOOTS		01-210-56-00-5600	165.99
						INVOICE TOTAL:	2,146.75 *
	092525-P.RATOS	08/31/25	01	AMAZON-LAMINATING SHEETS		01-220-56-00-5620	75.98
						INVOICE TOTAL:	75.98 *
	092525-P.SCODRO	08/31/25	01	MENARDS#080425-TORCH KIT		51-510-56-00-5630	74.99
			02	MENARDS#073125-TOOL BAG		51-510-56-00-5620	12.99
			03	MENARDS#080125-MAGNET		51-510-56-00-5630	18.69
			04	GAS-N-WASH-CAR WASH		51-510-54-00-5495	20.00
			05	UPS-1 PKG SHIPPED		51-510-54-00-5452	40.02
			06	MENARDS#082225-PLIERS,		51-510-56-00-5620	181.25
			07	BLEACH, HAMMER, CONTRACTOR		** COMMENT **	

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900168	FNBO FIRST NATIONAL BANK OMAHA				09/25/25		
	092525-P.SCODRO	08/31/25	08	BAGS, CLEANERS, SCREWDRIVER,		** COMMENT **	
			09	DUST MOP		** COMMENT **	
			10	UPS-1 PKG SHIPPED		51-510-54-00-5452	19.21
						INVOICE TOTAL:	367.15 *
	092525-R.BEDFORD	08/31/25	01	HOME DEPO-BUG SPRAY		01-410-56-00-5620	13.31
			02	MENARDS#081825-SPREADER		01-410-56-00-5630	139.99
			03	MENARDS#081125-RECIP BLADES		01-410-56-00-5630	54.96
			04	MENARDS#080725-WEED SPRAY		01-410-56-00-5620	639.92
						INVOICE TOTAL:	848.18 *
	092525-R.CONARD	08/31/25	01	MENARDS#082125-BLEACH, PLIERS		51-510-56-00-5620	73.03
						INVOICE TOTAL:	73.03 *
	092525-R.FREDRICKSON	08/31/25	01	COMCAST-7/13-8/12 INTERNET AT		51-510-54-00-5440	128.91
			02	610 TOWER WATER PLANT		** COMMENT **	
			03	COMCAST-7/15-8/14 INTERNET AT		79-795-54-00-5440	251.86
			04	102 E VAN EMMON		** COMMENT **	
			05	NEWTEK-8/11-9/11 WEB HOSTING		01-640-54-00-5450	17.90
			06	COMCAST-7/29-8/28 INTERNET,		79-790-54-00-5440	306.29
			07	VOICE AND CABLE AT 185 WOLF		** COMMENT **	
			08	COMCAST-7/30-8/29 INTERNET AT		52-520-54-00-5440	31.58
			09	610 TOWER		** COMMENT **	
			10	COMCAST-7/30-8/29 INTERNET AT		01-410-54-00-5440	126.32
			11	610 TOWER		** COMMENT **	
			12	COMCAST-7/30-8/29 INTERNET AT		51-510-54-00-5440	78.95
			13	610 TOWER		** COMMENT **	
						INVOICE TOTAL:	941.81 *
	092525-R.HODOUS	08/31/25	01	MENARDS#080625-TANK SPRAYER,		25-225-60-00-6010	851.50
			02	CONCRETE FORM RELEASE, SHOVELS		** COMMENT **	
			03	BOARDS, TUBING, PIPE		** COMMENT **	
			04	MENARDS#08325-CONCRETE EDGE		25-225-60-00-6010	157.22
			05	FORMS		** COMMENT **	
			06	MENARDS#080825-BATTERIES,SPRAY		79-790-56-00-5640	63.87
			07	PAINT		** COMMENT **	
			08	MENARDS#080725-PVC PIPE,		79-790-56-00-5640	14.48
			09	COUPLING		** COMMENT **	
						INVOICE TOTAL:	1,087.07 *
	092525-R.HORNER	08/31/25	01	DUTEK#1027520-NIPPLES, ADAPTER		79-790-56-00-5640	28.00
						INVOICE TOTAL:	28.00 *
	092525-R.MIKOLASEK	08/31/25	01	HUCKS-GASOLINE		01-210-56-00-5695	20.00
			02	AMAZON-FIRST RESPONDER KITS		01-210-56-00-5620	74.00

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900168	FNBO FIRST NATIONAL BANK OMAHA				09/25/25		
	092525-R.MIKOLASEK	08/31/25	03	PORTILLOS-TRAVEL MEAL		01-210-54-00-5415	43.33
			04	PHYSICIANS CARE-PRE-EMPLOYMENT		01-210-54-00-5411	639.00
			05	EXAM		** COMMENT **	
			06	STREICHERS-SERVICE UNIFORM		25-205-60-00-6070	4,118.00
			07	MOTOROLA-REMOVABLE BATTERY		01-210-56-00-5620	660.00
						INVOICE TOTAL:	5,554.33 *
	092525-R.NILES	08/31/25	01	DOLLAR TREE-STREAMERS		79-795-56-00-5606	2.72
			02	MENARDS#073125-FUN HOOPS, BALL		79-795-56-00-5606	28.07
						INVOICE TOTAL:	30.79 *
	092525-S.AUGUSTINE	08/31/25	01	KRUEGER-100 CHAIRS,CHAIR DOLLY		82-000-24-00-2480	20,374.85
			02	BEACON-SUBSCRIPTION RENEWAL		82-820-54-00-5460	205.99
			03	SMITHEREEN-AUG 2025 PEST		82-820-54-00-5462	87.00
			04	CONTROL		** COMMENT **	
			05	ID LABEL-LIBRARY BAR CODES		82-820-56-00-5620	287.90
			06	ULINE-FOLDING TABLE DOLLY		82-820-56-00-5621	517.50
			07	VISTA PRINT-BUSINESS CARDS		82-820-56-00-5620	25.98
						INVOICE TOTAL:	21,499.22 *
	092525-S.DIAZ	08/31/25	01	IML-ANNUAL CONFERENCE		01-110-54-00-5412	225.00
			02	REGISTRATION-TRANSIER		** COMMENT **	
			03	AMAZON-COPY PAPER, FOLDERS		01-110-56-00-5610	136.04
			04	AMAZON-ENVELOPES		01-110-56-00-5610	36.16
			05	AMAZON-LABELS, STICKY NOTES		01-110-56-00-5610	43.08
						INVOICE TOTAL:	440.28 *
	092525-S.IWANSKI	08/31/25	01	AMAZON-ENVELOPES		82-820-56-00-5610	14.67
			02	YORKVILLE POST-POSTAGE		82-820-54-00-5452	47.98
						INVOICE TOTAL:	62.65 *
	092525-S.MENDEZ	08/31/25	01	APA-IL STATE CONFERENCE		01-220-54-00-5412	439.35
			02	REGISTARTION		** COMMENT **	
						INVOICE TOTAL:	439.35 *
	092525-S.REDMON	08/31/25	01	AT&T-8/24-9/23 TOWN SQUARE		79-795-54-00-5440	146.58
			02	SIGN INTERNET		** COMMENT **	
			03	GOLD MEDAL#427394-BEECHER		79-795-56-00-5607	578.35
			04	CONCESSION SUPPLIES		** COMMENT **	
			05	GOLD MEDAL#427395-BRIDGE		79-795-56-00-5607	298.20
			06	CONCESSION SUPPLIES		** COMMENT **	
			07	AMAZON-BATTERY BACKUP		79-795-56-00-5606	78.95
			08	UNIFIRST-FIRST AID SUPPLIES		79-790-56-00-5620	140.62
			09	NET-HALLOWEEN EGG HUNT EGGS		79-795-56-00-5606	1,046.00
			10	NCSI-FALL COACHING BACKGROUND		79-795-54-00-5462	2,310.00

CHECK # / VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900168 FNBO FIRST NATIONAL BANK OMAHA				09/25/25		
092525-S.REDMON	08/31/25	11	CHECKS		** COMMENT **	
		12	AMAZON-PIANO CORD		79-795-56-00-5606	21.64
		13	JACKSON-HIRSCH-LAMINATING		79-795-56-00-5606	153.24
		14	SUPPLIES		** COMMENT **	
		15	AMAZON-PAPER TOWEL DISPENSER		79-790-56-00-5620	34.42
		16	RUNCO-KNIVES		79-795-56-00-5610	22.31
		17	RUNCO-SCISSORS,MARKERS,TAPE		79-795-56-00-5602	49.76
		18	ARNESON#268660-AUG 2025 DIESEL		79-790-56-00-5695	116.04
		19	ARNESON#268542-JUL 2025 DIESEL		79-790-56-00-5695	150.75
		20	ARNESON#268595-JUL 2025 DIESEL		79-790-56-00-5695	162.80
		21	ARNESON#269033-AUG 2025 DIESEL		79-790-56-00-5695	298.98
		22	ARNESON#268541-JUL 2025 DIESEL		79-790-56-00-5695	466.84
		23	ARNESON#268659-AUG 2025 GAS		79-790-56-00-5695	1,034.56
		24	ARNESON#269031-AUG 2025 GAS		79-790-56-00-5695	1,270.94
		25	ARNESON#268594-JUL 2025 GAS		79-790-56-00-5695	1,346.15
		26	ULINE-CORRUGATED BOXES		79-795-56-00-5602	100.50
		27	RUNCO-COPY PAPER,CARD STOCK		79-795-56-00-5610	152.87
		28	AMAZON-TENT		79-795-56-00-5606	386.98
		29	AMAZON-BEVERAGE PITCHERS		79-795-56-00-5602	33.58
		30	AMAZON-PAPER TOWELS		79-790-56-00-5620	38.35
		31	SENIOR SERVICES-STAFF MEALS		79-795-56-00-5602	400.00
		32	FOR BIG BAND BBQ		** COMMENT **	
		33	AMAZON-MARGARITA MIX		79-795-56-00-5602	284.72
		34	MENARDS#082525-CABLE TIES,		79-795-56-00-5602	81.41
		35	GRAFFITI REMOVER, DUCT TAPE,		** COMMENT **	
		36	UTILITY TUBS		** COMMENT **	
		37	AMAZON-HTD SHIRTS		79-795-56-00-5602	61.41
		38	AMAZON-PORTABLE POWER BANKS		79-795-56-00-5606	47.45
					INVOICE TOTAL:	11,314.40 *
092525-S.REMUS	08/31/25	01	AMAZON-PHOTO BACKDROPS		79-795-56-00-5602	129.88
		02	JIMMY JOHNS-PRESCHOOL LUNCH		79-795-56-00-5606	84.43
		03	HOBBY LOBBY-HTD DECORATIONS		79-795-56-00-5602	4.78
		04	HOBBY LOBBY-HTD DECORATIONS		79-795-56-00-5602	34.51
		05	AMAZON-STAFF SHIRT-REMUS		79-795-56-00-5602	7.99
		06	AMAZON-STAFF SHIRT-BARBANENTE		79-795-56-00-5602	7.99
		07	AMAZON-STAFF SHIRT-IHRIG		79-795-56-00-5602	7.99
		08	AMAZON-STAFF SHIRT-PAETZOLD		79-795-56-00-5602	7.99
		09	AMAZON-STAFF SHIRT-GALAUNER		79-795-56-00-5602	7.99
		10	AMAZON-STAFF SHIRT-GALAUNER		79-795-56-00-5602	7.99
		11	AMAZON-STAFF SHIRT-REDMON		79-795-56-00-5602	7.99
		12	AMAZON-STAFF SHIRT-HOOPER		79-795-56-00-5602	7.99
		13	AMAZON-EXTRA STAFF SHIRTS		79-795-56-00-5602	31.23
		14	FAIRYTALE ENTERTAINMENT-HTD		79-795-56-00-5602	3,900.00
		15	CHARACTERS		** COMMENT **	
					INVOICE TOTAL:	4,248.75 *

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900168	FNBO FIRST NATIONAL BANK OMAHA				09/25/25		
	092525-S.SENDRA	08/31/25	01	KENDALL PRINT-BUSINESS CARDS		79-795-56-00-5610	40.00
			02	AMAZON-STICKERS		79-795-56-00-5602	70.93
			03	AMAZON-MINECRAFT SUPPLIES		79-795-56-00-5602	39.99
			04	AMAZON-MUSIC & MINGLE SUPPLIES		79-795-56-00-5602	793.26
			05	AMAZON-BRACELET MAKING ITEMS		79-795-56-00-5602	79.46
			06	AMAZON-MINECRAFT SUPPLIES		79-795-56-00-5602	332.08
			07	AMAZON-MINECRAFT SUPPLIES		79-795-56-00-5602	39.99
			08	AMAZON-SHIPPING CREDITS		79-795-56-00-5602	-5.57
			09	AMAZON-TSWIFT SUPPLIES		79-795-56-00-5602	90.96
			10	AMAZON-MUSIC & MINGLE SUPPLIES		79-795-56-00-5602	79.57
						INVOICE TOTAL:	1,560.67 *
	092525-S.SLEEZER	08/31/25	01	HOME DEPO-BREAKER BAR		79-790-56-00-5630	59.94
			02	NAPA#394631-GREASE FITTING		79-790-56-00-5640	5.49
			03	NAPA#393904-FLOOR JACK		79-790-56-00-5630	125.98
			04	SAMS-BURGERS, FOIL, CHIPS,		79-795-56-00-5602	605.59
			05	CHICKEN BREATS, BUNS,		** COMMENT **	
			06	TORTILLAS, BRATS, CONDIMENTS		** COMMENT **	
			07	ATI ELECTRICAL-RHINO BOX		79-790-56-00-5620	739.84
			08	HOMER-PLAYGROUND MULCH		79-790-56-00-5640	1,440.00
			09	HOMER-PLAYGROUND MULCH		79-790-56-00-5640	1,440.00
			10	HOMER-PLAYGROUND MULCH		79-790-56-00-5640	1,440.00
						INVOICE TOTAL:	5,856.84 *
	092525-S.STROUP	08/31/25	01	FBI LEEDA-MPR TRAINING		01-210-54-00-5412	795.00
						INVOICE TOTAL:	795.00 *
	092525-T.HOULE	08/31/25	01	MENARDS#081325-VEHICLE DOLLIES		79-790-56-00-5640	74.99
			02	MENARDS#080725-JACKS		79-790-56-00-5630	374.97
			03	MENARDS#080725-GAS CAN, TREE		79-790-56-00-5630	35.98
			04	SPIKES		** COMMENT **	
			05	NAPA#394828-TRACTOR LEADS		79-790-56-00-5640	81.41
			06	ACE-CHAINS		79-790-56-00-5640	69.98
			07	KEYSTONE-ROUNDUP PRO		79-790-56-00-5620	449.15
			08	SHOREWOOD AUTO-TRIMMER		79-790-56-00-5630	199.99
			09	SHOREWOOD AUTO-BLADE, STARTER		79-790-56-00-5640	96.37
			10	ROPE		** COMMENT **	
			11	ISA-ARBORISTS CERTIFICATION		79-790-54-00-5412	159.27
			12	STUDY GUIDE		** COMMENT **	
			13	FLATSOS#36580-TIRES		79-790-54-00-5495	212.85
			14	MENARDS#080625-HOSE BARB		79-790-56-00-5640	36.88
			15	MENARDS#080625-FITTINGS		79-790-56-00-5640	18.77
			16	HOME DEPO-JACK STAND		79-790-56-00-5630	89.96
						INVOICE TOTAL:	1,900.57 *
	092525-T.MILSCHEWSKI	08/31/25	01	MENARDS#072925-RETURNED RAIL		24-216-56-00-5656	-35.98

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT	
900168	FNBO FIRST NATIONAL BANK OMAHA				09/25/25			
	092525-T.MILSCHEWSKI	08/31/25	02	MENARDS#080625-STRAW,GREASE,		82-820-54-00-5495	33.96	
			03	GREASE GUN		** COMMENT **		
			04	MENARDS#081525-CARBON MONOXIDE		24-216-56-00-5656	62.37	
			05	DETECTOR, COVER		** COMMENT **		
			06	HOME DEPO-BATTERY		82-820-54-00-5495	27.97	
			07	HOME DEPO-FILTERS		24-216-56-00-5656	22.97	
			08	HOME DEPO-HEX BIT,EXTENSION		24-216-56-00-5656	22.94	
			09	BAR		** COMMENT **		
			10	HOME DEPO-DOOR STOP, SCREWS		24-216-56-00-5656	16.51	
						INVOICE TOTAL:	150.74 *	
	092525-T.SCOTT	08/31/25	01	MENARDS#082125-WIRE LOCK		79-790-56-00-5640	7.17	
						INVOICE TOTAL:	7.17 *	
						CHECK TOTAL:		108,854.31
						TOTAL AMOUNT PAID:		108,854.31

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 09/29/25

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
542449	KENDEDC	KENDALL COUNTY TREASURER						
		02-20-325-010-PTAX	09/29/25	01	PROPERTY TAX PAYMENT FOR	01-640-54-00-5462	131.45	
				02	PIN #02-20-325-010	** COMMENT **		
						INVOICE TOTAL:	131.45 *	
						CHECK TOTAL:		131.45
						TOTAL AMOUNT PAID:		131.45

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 10/03/2025

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543618	BEEBED	DAVID BEEBE							
	092025		09/20/25	01	UMPIRE	79-795-54-00-5462		150.00	
						INVOICE TOTAL:		150.00	*
						CHECK TOTAL:		150.00	
D004422	BENJAMIR	REECE BENJAMIN							
	092025		09/20/25	01	REFEREE	79-795-54-00-5462		150.00	
						INVOICE TOTAL:		150.00	*
						DIRECT DEPOSIT TOTAL:		150.00	
543619	CALHOUNC	CAMDEN CALHOUN							
	092025-092425		09/24/25	01	UMPIRE	79-795-54-00-5462		160.00	
						INVOICE TOTAL:		160.00	*
						CHECK TOTAL:		160.00	
D004423	CURLC	CHRISTOPHER CURL							
	092425		09/24/25	01	UMPIRE	79-795-54-00-5462		80.00	
						INVOICE TOTAL:		80.00	*
						DIRECT DEPOSIT TOTAL:		80.00	
543620	FREIBURJ	JACKSON FREIBURG							
	092025		09/20/25	01	REFEREE	79-795-54-00-5462		100.00	
						INVOICE TOTAL:		100.00	*
						CHECK TOTAL:		100.00	
543621	GERLB	BRETT GERL							

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

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 10/03/2025

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543621	GERLB	BRETT GERL							
	092025-092625		09/26/25	01	UMPIRE	79-795-54-00-5462		160.00	
						INVOICE TOTAL:		160.00	*
						CHECK TOTAL:		160.00	
543622	GERLL	LILLY GERL							
	092025		09/20/25	01	UMPIRE	79-795-54-00-5462		115.00	
						INVOICE TOTAL:		115.00	*
						CHECK TOTAL:		115.00	
543623	GONZALER	RAYMUNDO GONZALEZ							
	092025		09/20/25	01	UMPIRE	79-795-54-00-5462		75.00	
						INVOICE TOTAL:		75.00	*
						CHECK TOTAL:		75.00	
543624	KNICKERJ	JACKSON KNICKERBOCKER							
	092025		09/20/25	01	UMPIRE	79-795-54-00-5462		165.00	
						INVOICE TOTAL:		165.00	*
						CHECK TOTAL:		165.00	
543625	KOCURJ	JAXSON KOCUR							
	092425-092625		09/26/25	01	UMPIRE	79-795-54-00-5462		80.00	
						INVOICE TOTAL:		80.00	*
						CHECK TOTAL:		80.00	
543626	LANKFORL	LANDON MICHAEL HILL-LANKFORD							

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

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 10/03/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543626	LANKFORL	LANDON MICHAEL HILL-LANKFORD					
	092625	09/26/25	01	UMPIRE	79-795-54-00-5462		45.00
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
D004424	MATSONT	THOMAS MATSON					
	092025	09/20/25	01	UMPIRE	79-795-54-00-5462		70.00
					INVOICE TOTAL:		70.00 *
					DIRECT DEPOSIT TOTAL:		70.00
D004425	MAYNARDL	LAURENCE R. MAYNARD					
	092025-092625	09/26/25	01	UMPIRE	79-795-54-00-5462		135.00
					INVOICE TOTAL:		135.00 *
					DIRECT DEPOSIT TOTAL:		135.00
D004426	MOORECA	CAMERON MOORE					
	092025	09/20/25	01	REFEREE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					DIRECT DEPOSIT TOTAL:		100.00
D004427	OLEARYC	CYNTHIA O'LEARY					
	YORKVILLE REC-092425	09/24/25	01	ARBITER OFFICIALS ASSIGNING	79-795-54-00-5462		262.00
			02	FEE	** COMMENT **		
					INVOICE TOTAL:		262.00 *
					DIRECT DEPOSIT TOTAL:		262.00
D004428	OLEARYM	MARTIN J. O'LEARY					

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 10/03/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004428	OLEARYM	MARTIN J. O'LEARY					
	092125	09/21/25	01	UMPIRE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					DIRECT DEPOSIT TOTAL:		100.00
D004429	PATTONS	SHANE PATTON					
	092025	09/20/25	01	UMPIRE	79-795-54-00-5462		75.00
					INVOICE TOTAL:		75.00 *
					DIRECT DEPOSIT TOTAL:		75.00
543627	PILKINGP	PAYTON M PILKINGTON					
	092025	09/20/25	01	UMPIRE	79-795-54-00-5462		115.00
					INVOICE TOTAL:		115.00 *
					CHECK TOTAL:		115.00
543628	RIETZR	ROBERT L. RIETZ JR.					
	092525	09/25/25	01	UMPIRE	79-795-54-00-5462		84.00
					INVOICE TOTAL:		84.00 *
					CHECK TOTAL:		84.00
543629	SCHLESSW	WILLIAM SCHLESSER					
	092025	09/20/25	01	REFEREE	79-795-54-00-5462		200.00
					INVOICE TOTAL:		200.00 *
					CHECK TOTAL:		200.00
543630	TOMBLINC	CHARLES TOMBLINSON					

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 10/03/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543630	TOMBLINC CHARLES TOMBLINSON							
	092225	09/22/25	01	UMPIRE	79-795-54-00-5462		75.00	
					INVOICE TOTAL:		75.00	*
					CHECK TOTAL:			75.00
543631	VOITIKM MICHAEL VOITIK							
	092525	09/25/25	01	UMPIRE	79-795-54-00-5462		84.00	
					INVOICE TOTAL:		84.00	*
					CHECK TOTAL:			84.00
543632	WALTJOSH JOSH WALTERS							
	092225	09/22/25	01	UMPIRE	79-795-54-00-5462		75.00	
					INVOICE TOTAL:		75.00	*
					CHECK TOTAL:			75.00
D004430	WASONG GERALD WASON							
	092525	09/25/25	01	UMPIRE	79-795-54-00-5462		84.00	
					INVOICE TOTAL:		84.00	*
					DIRECT DEPOSIT TOTAL:			84.00

TOTAL CHECKS PAID: 1,683.00

TOTAL DIRECT DEPOSITS PAID: 1,056.00

TOTAL AMOUNT PAID: 2,739.00

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 10/10/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543704	ANDERSOK KEITH ANDERSON						
	100225	10/02/25	01	UMPIRE	79-795-54-00-5462		168.00
					INVOICE TOTAL:		168.00 *
					CHECK TOTAL:		168.00
543705	BEEBED DAVID BEEBE						
	092725-092925	09/29/25	01	UMPIRE	79-795-54-00-5462		75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00
543706	BENJAMIM MATT BENJAMIN						
	100225	10/02/25	01	UMPIRE	79-795-54-00-5462		168.00
					INVOICE TOTAL:		168.00 *
					CHECK TOTAL:		168.00
D004473	BENJAMIR REECE BENJAMIN						
	092725	09/27/25	01	RERFEREE	79-795-54-00-5462		200.00
					INVOICE TOTAL:		200.00 *
					DIRECT DEPOSIT TOTAL:		200.00
D004474	BOOKERR ROBERT G. BOOKER						
	092725	09/27/25	01	UMPIRE	79-795-54-00-5462		155.00
					INVOICE TOTAL:		155.00 *
					DIRECT DEPOSIT TOTAL:		155.00
543707	CONFORTM MASON CONFORTI						

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

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 10/10/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543707	CONFORTM MASON CONFORTI						
	092725-100125	10/01/25	01	UMPIRE	79-795-54-00-5462		230.00
					INVOICE TOTAL:		230.00 *
					CHECK TOTAL:		230.00
D004475	CURLC CHRISTOPHER CURL						
	092925	09/29/25	01	UMPIRE	79-795-54-00-5462		75.00
					INVOICE TOTAL:		75.00 *
					DIRECT DEPOSIT TOTAL:		75.00
543708	FREIBURJ JACKSON FREIBURG						
	092725	09/27/25	01	REFEREE	79-795-54-00-5462		200.00
					INVOICE TOTAL:		200.00 *
					CHECK TOTAL:		200.00
543709	GERLB BRETT GERL						
	092725	09/27/25	01	UMPIRE	79-795-54-00-5462		165.00
					INVOICE TOTAL:		165.00 *
					CHECK TOTAL:		165.00
543710	GERLL LILLY GERL						
	092725	09/27/25	01	UMPIRE	79-795-54-00-5462		125.00
					INVOICE TOTAL:		125.00 *
					CHECK TOTAL:		125.00
D004476	GOODRICG GAVIN GOODRICH						

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

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 10/10/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004476	GOODRICG GAVIN GOODRICH						
	100325	10/03/25	01	UMPIRE	79-795-54-00-5462		55.00
					INVOICE TOTAL:		55.00 *
					DIRECT DEPOSIT TOTAL:		55.00
543711	KNICKERJ JACKSON KNICKERBOCKER						
	092725	09/27/25	01	UMPIRE	79-795-54-00-5462		45.00
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
D004477	MACIASR RYAN MACIAS						
	092725	09/27/25	01	UMPIRE	79-795-54-00-5462		125.00
					INVOICE TOTAL:		125.00 *
					DIRECT DEPOSIT TOTAL:		125.00
543712	MARCO MARCO TECHNOLOGIES LLC						
	565349552	09/27/25	01	09/20-10/20 COPIER LEASE	01-110-54-00-5485		266.29
			02	09/20-10/20 COPIER LEASE	01-120-54-00-5485		266.27
			03	09/20-10/20 COPIER LEASE	01-220-54-00-5485		532.58
			04	09/20-10/20 COPIER LEASE	01-210-54-00-5485		684.73
			05	09/20-10/20 COPIER LEASE	01-410-54-00-5485		53.80
			06	09/20-10/20 COPIER LEASE	51-510-54-00-5485		53.80
			07	09/20-10/20 COPIER LEASE	52-520-54-00-5485		53.79
			08	09/20-10/20 COPIER LEASE	79-795-54-00-5485		266.29
			09	09/20-10/20 COPIER LEASE	79-790-54-00-5485		161.39
					INVOICE TOTAL:		2,338.94 *
					CHECK TOTAL:		2,338.94
D004478	MAYNARDL LAURENCE R. MAYNARD						

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 10/10/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004478	MAYNARDL	LAURENCE R. MAYNARD					
	100325	10/03/25	01	UMPIRE	79-795-54-00-5462		55.00
					INVOICE TOTAL:		55.00 *
					DIRECT DEPOSIT TOTAL:		55.00
D004479	MOORECA	CAMERON MOORE					
	092725	09/27/25	01	REFEREE	79-795-54-00-5462		150.00
					INVOICE TOTAL:		150.00 *
					DIRECT DEPOSIT TOTAL:		150.00
D004480	OLEARYM	MARTIN J. O'LEARY					
	092825	09/28/25	01	UMPIRE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					DIRECT DEPOSIT TOTAL:		100.00
D004481	SANDOVAA	ANTONIO SANDOVAL					
	092725	09/27/25	01	UMPIRE	79-795-54-00-5462		150.00
					INVOICE TOTAL:		150.00 *
					DIRECT DEPOSIT TOTAL:		150.00
543713	TATET	TOM TATE					
	100125	10/01/25	01	UMPIRE	79-795-54-00-5462		55.00
					INVOICE TOTAL:		55.00 *
					CHECK TOTAL:		55.00
543714	WALTJOSH	JOSH WALTERS					

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

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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INVOICES DUE ON/BEFORE 10/10/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543714	WALTJOSH JOSH WALTERS						
	092725	09/27/25	01	UMPIRE	79-795-54-00-5462		150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
D004482	WASONG GERALD WASON						
	100225	10/02/25	01	UMPIRE	79-795-54-00-5462		126.00
					INVOICE TOTAL:		126.00 *
					DIRECT DEPOSIT TOTAL:		126.00

TOTAL CHECKS PAID: 3,719.94

TOTAL DIRECT DEPOSITS PAID: 1,191.00

TOTAL AMOUNT PAID: 4,910.94

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 10/14/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543633	AACVB AURORA AREA CONVENTION						
	07/25-SUNSET	09/24/25	01	JUL 2025 SUNSET HOTEL TAX	01-640-54-00-5481		14.40
					INVOICE TOTAL:		14.40 *
	08-25-HAMPTON	09/22/25	01	AUG 2025 HAMPTON INN HOTEL TAX	01-640-54-00-5481		6,324.68
					INVOICE TOTAL:		6,324.68 *
					CHECK TOTAL:		6,339.08
543634	AEPENERG AEP ENERGY						
	3025129010-090325	09/03/25	01	07/31-08/29 2224 TREMONT	51-510-54-00-5480		11,006.13
					INVOICE TOTAL:		11,006.13 *
	3025129021-091225	09/12/25	01	08/01-09/02 610 TOWER WELL	51-510-54-00-5480		11,424.94
					INVOICE TOTAL:		11,424.94 *
	3025129054-092325	09/23/25	01	08/20-09/19 2702 MILL RD	51-510-54-00-5480		9,700.53
					INVOICE TOTAL:		9,700.53 *
					CHECK TOTAL:		32,131.60
543635	AMPERAGE AMPERAGE ELECTRICAL SUPPLY INC						
	6585-2234534	06/26/25	01	LAMPS	79-790-56-00-5640		46.93
					INVOICE TOTAL:		46.93 *
	6585-2241040	06/27/25	01	WIRE	79-790-56-00-5640		422.00
					INVOICE TOTAL:		422.00 *
	6585-2243655	07/21/25	01	LAMPS	79-790-56-00-5640		516.23
					INVOICE TOTAL:		516.23 *
	6585-2264870	08/25/25	01	CAPS	23-230-56-00-5642		91.64
					INVOICE TOTAL:		91.64 *

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
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 10/14/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543635	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC						
	6585-2265100	08/13/25	01	LAMP, WATERPROOF COVER	79-790-56-00-5640		150.67	
					INVOICE TOTAL:		150.67	*
	6585-2270158	08/25/25	01	TORKS	23-230-56-00-5642		203.52	
					INVOICE TOTAL:		203.52	*
	6585-2270633	08/26/25	01	LAMPS, TORKS	23-230-56-00-5642		287.88	
					INVOICE TOTAL:		287.88	*
	65885-9013335670/901	10/29/24	01	ACCOUNT OVERPAYMENT CREDIT	23-230-56-00-5642		-373.48	
			02	ACCOUNT OVERPAYMENT CREDIT	79-790-56-00-5640		-373.48	
					INVOICE TOTAL:		-746.96	*
					CHECK TOTAL:			971.91
543636	ANDERSJA	JARED ANDERSON						
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	79-790-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00	*
					CHECK TOTAL:			45.00
543637	BARBANEM	MARISA BARBANENTE						
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	79-795-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00	*
					CHECK TOTAL:			45.00
543638	BEAVER	BEAVER SHREDDING, INC						
	65382	09/15/25	01	DOCUMENT SHREDDING	01-210-54-00-5462		100.00	
					INVOICE TOTAL:		100.00	*
					CHECK TOTAL:			100.00

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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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D004432	BEAVERST	VERNNE L. HENNE						
	PYMT 11	10/01/25	01	1203 BADGER UNIT B LEASE PYMT	51-510-54-00-5485		833.34	
			02	1203 BADGER UNIT B LEASE PYMT	52-520-54-00-5485		833.33	
			03	1203 BADGER UNIT B LEASE PYMT	01-410-54-00-5485		833.33	
					INVOICE TOTAL:		2,500.00	*
					DIRECT DEPOSIT TOTAL:		2,500.00	
D004433	BEDFORDR	RYAN BEDFORD						
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	01-410-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00	*
					DIRECT DEPOSIT TOTAL:		45.00	
D004434	BEHLANDJ	JORI BEHLAND						
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	01-110-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00	*
					DIRECT DEPOSIT TOTAL:		45.00	
543639	CENTRALL	CENTRAL LIMESTONE COMPANY, INC						
	43140	09/10/25	01	GRAVEL	51-510-56-00-5640		375.36	
					INVOICE TOTAL:		375.36	*
	43265	08/18/25	01	GRAVEL	79-790-56-00-5640		103.78	
					INVOICE TOTAL:		103.78	*
	43595	09/08/25	01	GRAVEL	51-510-56-00-5640		286.89	
					INVOICE TOTAL:		286.89	*
					CHECK TOTAL:		766.03	

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

UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 10/14/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543640	COMED COMMONWEALTH EDISON							
	1709169000-090325	09/03/25	01	08/04-09/03 RT34 & AUTUMN CRK	23-230-54-00-5482		215.28	
						INVOICE TOTAL:	215.28	*
	1870344000-090525	09/05/25	01	08/04-09/03 105 COUNTRYSIDE PK	79-795-54-00-5480		36.67	
						INVOICE TOTAL:	36.67	*
	1951034000-090525	09/05/25	01	08/05-09/04 RT34 & BEECHER	23-230-54-00-5482		72.25	
						INVOICE TOTAL:	72.25	*
	2173921222-090325	09/03/25	01	08/01-09/02 420 FAIRHAVEN	51-510-54-00-5480		125.32	
						INVOICE TOTAL:	125.32	*
	2536492222-090525	09/05/25	01	08/04-09/03 SARAVANOS PUMP	52-520-54-00-5480		65.37	
						INVOICE TOTAL:	65.37	*
	2793598111-090325	09/03/25	01	08/01-09/02 1975 N BRIDGE LIFT	51-510-54-00-5480		293.43	
						INVOICE TOTAL:	293.43	*
	3059341222-091725	09/17/25	01	08/15-09/16 9257 GALENA PK	79-795-54-00-5480		52.08	
						INVOICE TOTAL:	52.08	*
	3131491222-090325	09/03/25	01	08/01-09/02 101 BRUELL	51-510-54-00-5480		320.36	
						INVOICE TOTAL:	320.36	*
	5110449000-090425	09/04/25	01	08/04-09/03 6780 RT47	51-510-54-00-5480		49.37	
						INVOICE TOTAL:	49.37	*
	5288861222-090325	09/03/25	01	08/01-09/02 1850 MARKETVIEW	23-230-54-00-5482		46.19	
						INVOICE TOTAL:	46.19	*
	5336617000-091725	09/17/25	01	08/15-09/16 RT47 & ROSENWINKLE	23-230-54-00-5482		34.72	
						INVOICE TOTAL:	34.72	*
	5946707000-091025	09/10/25	01	08/01-09/02 PR BUILDINGS	79-795-54-00-5480		825.76	
						INVOICE TOTAL:	825.76	*

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

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543640	COMED COMMONWEALTH EDISON							
	6114554111-090325	09/03/25	01	08/01-09/02 610 TOWER	51-510-54-00-5480		151.95	
					INVOICE TOTAL:		151.95	*
	6242447000-091025	09/10/25	01	08/08-09/09 RT34 & CANNONBALL	23-230-54-00-5482		23.29	
					INVOICE TOTAL:		23.29	*
	7824275000-090325	09/03/25	01	08/01-09/02 1 MCHUGH RD	23-230-54-00-5482		77.89	
					INVOICE TOTAL:		77.89	*
	8076960509-091625	09/16/25	01	08/15-09/16 972 TIMBER OAK	51-510-54-00-5480		82.85	
					INVOICE TOTAL:		82.85	*
	8503040100-090825	09/08/25	01	08/05-09/04 FOX HILL 7 LIFT	52-520-54-00-5480		88.19	
					INVOICE TOTAL:		88.19	*
	8507242000-090325	09/03/25	01	08/01-09/02 7 COUNTRYSIDE PKWY	23-230-54-00-5482		126.67	
					INVOICE TOTAL:		126.67	*
	9193732222-091725	09/17/25	01	08/15-09/16 4600 N BRIDGE TANK	51-510-54-00-5480		59.63	
					INVOICE TOTAL:		59.63	*
	9567127000-090325	09/03/25	01	08/01-09/02 1 COUNTRYSIDE PKWY	23-230-54-00-5482		165.14	
					INVOICE TOTAL:		165.14	*
					CHECK TOTAL:			2,912.41
D004435	CONARDR RYAN CONARD							
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	51-510-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00	*
					DIRECT DEPOSIT TOTAL:			45.00
543641	CONLEY CONLEY EXCAVATING, INC							

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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INVOICES DUE ON/BEFORE 10/14/2025

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543641	CONLEY CONLEY EXCAVATING, INC						
	091925-4 & FINAL	09/19/25	01	ENGINEERS PAYMENT 4 AND FINAL	51-510-60-00-6025		13,409.50
			02	FOR 2024 WATER MAIN	** COMMENT **		
			03	REPLACEMENT-CONTRACT A	** COMMENT **		
					INVOICE TOTAL:		13,409.50 *
					CHECK TOTAL:		13,409.50
543642	COREMAIN CORE & MAIN LP						
	X589221	08/27/25	01	METER REPLACEMENT INSTALLS	51-510-54-00-5404		9,333.00
					INVOICE TOTAL:		9,333.00 *
	X628531	08/28/25	01	RETURNED METER PARTS	51-510-54-00-5404		-1,518.80
					INVOICE TOTAL:		-1,518.80 *
	X702714	09/10/25	01	METER REPLACEMENT INSTALLS	51-510-54-00-5404		16,940.00
					INVOICE TOTAL:		16,940.00 *
					CHECK TOTAL:		24,754.20
543643	DEVELOP DEVELOPMENTAL SERVICES CENTER						
	124293	07/10/25	01	CENTER MASS INSERTS	01-210-56-00-5620		90.68
					INVOICE TOTAL:		90.68 *
					CHECK TOTAL:		90.68
D004436	DHUSEE DHUSE, ERIC						
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	01-410-54-00-5440		15.00
			02	REIMBURSEMENT	** COMMENT **		
			03	SEPT 2025 MOBILE EMAIL	51-510-54-00-5440		15.00
			04	REIMBURSEMENT	** COMMENT **		
			05	SEPT 2025 MOBILE EMAIL	52-520-54-00-5440		15.00

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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D004436	DHUSEE	DHUSE, ERIC							
	100125		10/01/25	06	REIMBURSEMENT	** COMMENT **			
							INVOICE TOTAL:	45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
543644	DIAZD	DAVID DIAZ							
	092425-GAS		09/24/25	01	TRAINING GAS REIMBURSEMENT	01-210-54-00-5415		55.16	
							INVOICE TOTAL:	55.16	*
						CHECK TOTAL:			55.16
543645	DIAZS	STACY DIAZ							
	100125		10/01/25	01	SEPT 2025 MOBILE EMAIL	01-110-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
							INVOICE TOTAL:	45.00	*
						CHECK TOTAL:			45.00
D004437	DLK	DLK, LLC							
	298		09/26/25	01	ECONOMIC DEVELOPEMENT HOURS	01-640-54-00-5486		10,042.50	
				02	FOR SEPT 2025	** COMMENT **			
							INVOICE TOTAL:	10,042.50	*
	305		09/26/25	01	ECONOMIC DEVELOPEMENT BANKED	01-640-54-00-5486		13,905.00	
				02	HOURS FOR JUL-SEPT 2025	** COMMENT **			
							INVOICE TOTAL:	13,905.00	*
						DIRECT DEPOSIT TOTAL:			23,947.50
543646	DUTEK	THOMAS & JULIE FLETCHER							
	1027725		09/11/25	01	FITTING	01-410-56-00-5628		29.00	
							INVOICE TOTAL:	29.00	*
						CHECK TOTAL:			29.00

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
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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

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D004438	EVANST	TIM EVANS							
	100125		10/01/25	01	SEPT 2025 MOBILE EMAIL	79-790-54-00-5440		22.50	
				02	REIMBURSEMENT	** COMMENT **			
				03	SEPT 2025 MOBILE EMAIL	79-795-54-00-5440		22.50	
				04	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
543647	FOXRIVER	FOX RIVER STUDY GROUP							
	032425		03/24/25	01	2025 WATER QUALITY STUDY	01-110-54-00-5460		2,682.50	
				02	PARTICIPATION	** COMMENT **			
						INVOICE TOTAL:		2,682.50	*
						CHECK TOTAL:			2,682.50
D004439	FREDRICR	ROB FREDRICKSON							
	100125		10/01/25	01	SEPT 2025 MOBILE EMAIL	01-120-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D004440	GALAUNEJ	JAKE GALAUNER							
	100125		10/01/25	01	SEPT 2025 MOBILE EMAIL	79-795-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
543648	GALAUNJU	JULIE GALAUNER							
	100125		10/01/25	01	SEPT 2025 MOBILE EMAIL	79-795-54-00-5440		45.00	

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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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543648	GALAUNJU JULIE GALAUNER						
	100125	10/01/25	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
543649	GARDKOCH GARDINER KOCH & WEISBERG						
	26000	09/11/25	01	KIMBALL I MATTERS	01-640-54-00-5461		1,580.39
					INVOICE TOTAL:		1,580.39 *
					CHECK TOTAL:		1,580.39
543650	GLATFELT GLATFELTER UNDERWRITING SRVS.						
	164252131-10	08/31/25	01	LIABILITY INS INSTALL #10	01-640-52-00-5231		20,653.61
			02	LIABILITY INS INSTALL #10-PR	01-640-52-00-5231		4,294.38
			03	LIABILITY INS INSTALL #10	51-510-52-00-5231		2,277.43
			04	LIABILITY INS INSTALL #10	52-520-52-00-5231		1,091.71
			05	LIABILITY INS INSTALL #10	82-820-52-00-5231		1,711.87
					INVOICE TOTAL:		30,029.00 *
					CHECK TOTAL:		30,029.00
D004441	HENNED DURK HENNE						
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004442	HERNANDN NOAH HERNANDEZ						
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	01-410-54-00-5440		45.00

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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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004442	HERNANDN NOAH HERNANDEZ						
	100125	10/01/25	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
543651	HIGHSTAR HIGH STAR TRAFFIC						
	15829	09/10/25	01	STREET SIGNS	23-230-56-00-5619		135.90
					INVOICE TOTAL:		135.90 *
					CHECK TOTAL:		135.90
D004443	HODOUSR RICHARD HODOUS						
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004444	HORNERR RYAN HORNER						
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004445	HOULEA ANTHONY HOULE						
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D004446	IHRIGK	KIRSTEN IHRIG							
	100125		10/01/25	01	SEPT 2025 MOBILE EMAIL	79-795-54-00-5440		45.00	
				02	REIMBURSEMENT ** COMMENT **				
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
543652	ILPHLEBO	ILLINOIS PHLEBOTOMY SERVICES							
	2439		09/16/25	01	SEPT 2025 PHLEBOTOMY SERVICES	01-210-54-00-5462		425.00	
						INVOICE TOTAL:		425.00	*
						CHECK TOTAL:			425.00
543653	INTERDEV	INTERDEV, LLC							
	MSP-1050552		08/31/25	01	MONTHLY IT BILLINING-AUG 2025	01-640-54-00-5450		20,016.98	
						INVOICE TOTAL:		20,016.98	*
						CHECK TOTAL:			20,016.98
543654	IPRF	ILLINOIS PUBLIC RISK FUND							
	97318		09/15/25	01	NOV 2025 WORKER COMP INS	01-640-52-00-5231		13,402.34	
				02	NOV 2025 WORKER COMP INS-PR	01-640-52-00-5231		2,726.36	
				03	NOV 2025 WORKER COMP INS	51-510-52-00-5231		1,270.93	
				04	NOV 2025 WORKER COMP INS	52-520-52-00-5231		574.09	
				05	NOV 2025 WORKER COMP INS	82-820-52-00-5231		1,083.28	
						INVOICE TOTAL:		19,057.00	*
						CHECK TOTAL:			19,057.00
D004447	JACKSONJ	JAMIE JACKSON							
	100125		10/01/25	01	SEPT 2025 MOBILE EMAIL	52-520-54-00-5440		45.00	

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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D004447	JACKSONJ JAMIE JACKSON						
	100125	10/01/25	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004448	JOHNGEOR GEORGE JOHNSON						
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	51-510-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	SEPT 2025 MOBILE EMAIL	52-520-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
543655	JONESB BRANDON JONES						
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	01-410-54-00-5440		43.50
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		43.50 *
					CHECK TOTAL:		43.50
543656	JONESKIM KIMBERLY KAY JONES						
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
D004449	KLEEFISG GLENN KLEEFISCH						
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	79-790-54-00-5440		45.00

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
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D004449	KLEEFISG	GLENN KLEEFISCH							
	100125		10/01/25	02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
543657	KLUBER	KLUBER, INC							
	9747		08/31/25	01	COMPLETED WORK ON THE PUBLIC	24-216-60-00-6042		26,740.40	
				02	WORKS AND PARK MAINTENANCE	** COMMENT **			
				03	BUILDING	** COMMENT **			
						INVOICE TOTAL:		26,740.40	*
						CHECK TOTAL:		26,740.40	
D004450	LANDAP	PAUL LANDA							
	100125		10/01/25	01	SEPT 2025 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
543658	LEGENDRP	PATRICK LEGENDRE							
	100125		10/01/25	01	SEPT 2025 MOBILE EMAIL	51-510-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						CHECK TOTAL:		45.00	
543659	LINDCO	LINDCO EQUIPMENT SALES INC							
	250805P		09/12/25	01	WORK LIGHT,POWER PREWET STRAPS	01-410-56-00-5628		857.20	
						INVOICE TOTAL:		857.20	*
						CHECK TOTAL:		857.20	

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)
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543660	LOMBARDS	STEVEN LOMBARDO							
	100125		10/01/25	01	SEPT 2025 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT ** COMMENT **				
						INVOICE TOTAL:		45.00	*
						CHECK TOTAL:			45.00
543661	LRS	LRS, LLC							
	PS663395		06/26/25	01	06/27-07/24 1711 JOHN PORTOLET	79-795-56-00-5620		95.00	
						INVOICE TOTAL:		95.00	*
						CHECK TOTAL:			95.00
543662	MCCROMET	MCCROMETER INC							
	622738		09/11/25	01	METER REPAIR	51-510-54-00-5445		3,682.22	
						INVOICE TOTAL:		3,682.22	*
						CHECK TOTAL:			3,682.22
D004451	MCGREGOM	MATTHEW MCGREGORY							
	100125		10/01/25	01	SEPT 2025 MOBILE EMAIL	01-410-54-00-5440		45.00	
				02	REIMBURSEMENT ** COMMENT **				
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
543663	MEADOWBR	MEADOWBROOK BUILDERS LLC							
	20232172-2821 ROOD		08/06/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		7,500.00	
						INVOICE TOTAL:		7,500.00	*
	20240117-2911 CRYDER		08/06/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00	
						INVOICE TOTAL:		5,000.00	*
						CHECK TOTAL:			12,500.00

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
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543664	METRONET METRO FIBERNET LLC						
	1872272-091825	09/18/25	01	9/18-10/17 651 PP INTERNET	01-110-54-00-5440		66.87
			02	9/18-10/17 651 PP INTERNET	01-220-54-00-5440		76.42
			03	9/18-10/17 651 PP INTERNET	01-120-54-00-5440		38.21
			04	9/18-10/17 651 PP INTERNET	79-795-54-00-5440		76.42
			05	9/18-10/17 651 PP INTERNET	01-210-54-00-5440		382.08
					INVOICE TOTAL:		640.00 *
					CHECK TOTAL:		640.00
543665	MIDWSALT MIDWEST SALT						
	P48311	09/17/25	01	BULK ROCK SALT	51-510-56-00-5638		3,293.67
					INVOICE TOTAL:		3,293.67 *
	P484106	09/09/25	01	BULK ROCK SALT	51-510-56-00-5638		3,305.67
					INVOICE TOTAL:		3,305.67 *
	P484141	09/10/25	01	BULK ROCK SALT	51-510-56-00-5638		3,175.12
					INVOICE TOTAL:		3,175.12 *
	P484147	09/10/25	01	BULK ROCK SALT	51-510-56-00-5638		3,223.14
					INVOICE TOTAL:		3,223.14 *
	P484316	09/17/25	01	BULK ROCK SALT	51-510-56-00-5638		3,275.66
					INVOICE TOTAL:		3,275.66 *
					CHECK TOTAL:		16,273.26
543666	MIKOLASR RAY MIKOLASEK						
	102125-PER DIEM	09/23/25	01	IACP CONFERENCE MEAL PER DIEMS	01-210-54-00-5415		414.00
					INVOICE TOTAL:		414.00 *
					CHECK TOTAL:		414.00

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
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D004452	MILSCHET TED MILSCHEWSKI						
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
543667	MROWCO MATHEWSON RIGHT OF WAY CO,						
	24-0387-11	08/31/25	01	LAKE MICHIGAN WATER SYSTEM	51-510-60-00-6011		12,153.50
			02	IMPROVEMENT PROJECT	** COMMENT **		
					INVOICE TOTAL:		12,153.50 *
					CHECK TOTAL:		12,153.50
543668	MWMCG MWM CONSULTING GROUP, INC						
	330917	09/26/25	01	PREPARATION OF ACTUARIAL	01-120-54-00-5462		6,800.00
			02	VALUATION FOR THE POLICE	** COMMENT **		
			03	PENSION FUND AS OF 04/30/25	** COMMENT **		
					INVOICE TOTAL:		6,800.00 *
	330918	09/26/25	01	PREPARATION OF GASB #75	01-120-54-00-5462		4,750.00
			02	ACTUARIAL REPORTS AS OF	** COMMENT **		
			03	04/30/25	** COMMENT **		
					INVOICE TOTAL:		4,750.00 *
					CHECK TOTAL:		11,550.00
543669	NARVICK NARVICK BROS. LUMBER CO, INC						
	98570	08/19/25	01	4000 PSI AE	25-225-60-00-6010		1,247.00
					INVOICE TOTAL:		1,247.00 *
					CHECK TOTAL:		1,247.00

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
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D004453	NAVARROJ JESUS NAVARRO						
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
543670	NELSONL LUKE NELSON						
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
543671	NEMRT NORTH EAST MULTI-REGIONAL						
	385154	08/01/25	01	EMERGENCY VEHICLE OPERATOR	01-210-54-00-5412		350.00
			02	COURSE	** COMMENT **		
					INVOICE TOTAL:		350.00 *
					CHECK TOTAL:		350.00
543672	NEOPOST QUADIENT FINANCE USA, INC						
	100125-CITY	10/01/25	01	POSTAGE MACHINE REFILL	01-000-14-00-1410		300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
543673	NICOR NICOR GAS						
	16-00-27-3553 4-0911	09/11/25	01	08/12-09/11 1301 CAROLYN CT	01-110-54-00-5480		57.41
					INVOICE TOTAL:		57.41 *
	23-45-91-4862 5-0903	09/03/25	01	08/04-09/03 101 BRUELL ST	01-110-54-00-5480		155.44
					INVOICE TOTAL:		155.44 *

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
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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
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	
543673	NICOR NICOR GAS							
	31-61-67-2493 1-0910	09/10/25	01	08/11-09/10 276 WINDHAM CR	01-110-54-00-5480		57.43	
					INVOICE TOTAL:		57.43	*
	37-35-53-1941 1-0908	09/08/25	01	08/07-09/08 185 WOLF ST	01-110-54-00-5480		54.97	
					INVOICE TOTAL:		54.97	*
	40-52-64-8356 1-0905	09/05/25	01	06/05-09/05 102 E VAN EMMON	01-110-54-00-5480		458.78	
					INVOICE TOTAL:		458.78	*
	46-69-47-6727 1-0908	09/08/25	01	08/07-09/08 1975 N BRIDGE ST	01-110-54-00-5480		150.76	
					INVOICE TOTAL:		150.76	*
	5-16-10-1000 4-09162	09/16/25	01	08/12-09/15 1 RT47	01-110-54-00-5480		54.50	
					INVOICE TOTAL:		54.50	*
	61-60-41-1000 9-0903	09/03/25	01	08/04-09/03 610 TOWER	01-110-54-00-5480		78.29	
					INVOICE TOTAL:		78.29	*
	66-70-44-6942 9-0908	09/08/25	01	08/07-09/08 1908 RAINTREE	01-110-54-00-5480		161.72	
					INVOICE TOTAL:		161.72	*
	6-91-67-3104 4-09082	09/08/25	01	08/07-09/08 1203 BADGER UNIT B	01-110-54-00-5480		54.97	
					INVOICE TOTAL:		54.97	*
	80-56-05-1157 0-0908	09/08/25	01	08/07-09/08 2512 ROSEMONT	01-110-54-00-5480		60.93	
					INVOICE TOTAL:		60.93	*
	83-80-00-1000 7-0903	09/03/25	01	08/04-09/03 610 TOWER UNIT B	01-110-54-00-5480		54.96	
					INVOICE TOTAL:		54.96	*
	91-85-68-4012 8-0904	09/04/25	01	08/01-09/02 902 GAME FARM RD	82-820-54-00-5480		989.48	
					INVOICE TOTAL:		989.48	*
					CHECK TOTAL:		2,389.64	

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
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
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UNITED CITY OF YORKVILLE
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543674	NUTOYS	NUTOYS LEISURE PRODUCTS					
	57644	08/28/25	01	BUNNEL NET, FUNNEL CLIMBER	79-790-56-00-5640		5,512.04
					INVOICE TOTAL:		5,512.04 *
	57655	09/01/25	01	CHINNING BAR	79-790-56-00-5640		2,596.18
					INVOICE TOTAL:		2,596.18 *
					CHECK TOTAL:		8,108.22
543675	OSWEGO	VILLAGE OF OSWEGO					
	3256	09/08/25	01	AUG 2025 STATE LOBBYIST CHARGE	01-640-54-00-5462		1,166.67
			02	AUG 2025 STATE LOBBYIST CHARGE	51-510-54-00-5462		1,166.66
			03	AUG 2025 FEDERAL LOBBYIST	01-640-54-00-5462		1,562.50
			04	CHARGE	** COMMENT **		
			05	AUG 2025 FEDERAL LOBBYIST	51-510-54-00-5462		1,562.50
			06	CHARGE	** COMMENT **		
					INVOICE TOTAL:		5,458.33 *
	3275	09/24/25	01	WATER CORROSION ASSESSMENT	51-510-60-00-6011		8,659.16
			02	REIMBURSEMENT-JUL 2025	** COMMENT **		
					INVOICE TOTAL:		8,659.16 *
	3280	09/24/25	01	TRAINING COORDINATOR SALARY	01-210-54-00-5413		4,286.63
			02	REIMBURSEMENT FOR JUN 2025	** COMMENT **		
					INVOICE TOTAL:		4,286.63 *
	63273	09/24/25	01	WATER CORROSION ASSESSMENT	51-510-60-00-6011		10,088.41
			02	REIMBURSEMENT-JUN 2025	** COMMENT **		
					INVOICE TOTAL:		10,088.41 *
					CHECK TOTAL:		28,492.53
543676	OTTOSEN	OTTOSEN DINOLFO					
	16358	07/31/25	01	JUL 2025 ADMIN LEAGAL MATTERS	01-640-54-00-5456		8,743.01
					INVOICE TOTAL:		8,743.01 *

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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543676	OTTOSEN / OTTOSEN DINOLFO							
	16359	07/31/25	01	JUL 2025 MEETINGS	01-640-54-00-5456		1,600.00	
					INVOICE TOTAL:		1,600.00	*
	16360	07/31/25	01	JUL 2025 WINDETT RDG MATTERS	01-640-54-00-5456		665.50	
					INVOICE TOTAL:		665.50	*
	16361	07/31/25	01	JUL 2025 WIDENING OF KENNEDY	01-640-54-00-5456		459.80	
			02	ROAD MATTERS	** COMMENT **			
					INVOICE TOTAL:		459.80	*
	16362	07/31/25	01	JUL 2025 COSTCO MATTERS	90-239-00-00-0011		72.60	
					INVOICE TOTAL:		72.60	*
	16363	07/31/25	01	JUL 2025 CYRUS 1 MATTERS	90-227-00-00-0011		145.20	
					INVOICE TOTAL:		145.20	*
	16364	07/31/25	01	JUL 2025 BRISTOL BAY MATTERS	90-186-00-00-0011		992.20	
					INVOICE TOTAL:		992.20	*
	16365	07/31/25	01	JUL 2025 RENEWABLES MATTERS	90-212-00-00-0011		121.00	
					INVOICE TOTAL:		121.00	*
	16366	07/31/25	01	JUL 2025 - 1115, LLC MATTERS	90-236-00-00-0011		314.60	
					INVOICE TOTAL:		314.60	*
	16367	07/31/25	01	JUL 2025 QUIKTRIP MATTERS	90-208-00-00-0011		532.40	
					INVOICE TOTAL:		532.40	*
	16368	07/31/25	01	JUL 2025 PROJECT STEEL MATTERS	90-246-00-00-0011		1,706.10	
					INVOICE TOTAL:		1,706.10	*
	16369	07/31/25	01	JUL 2025 PROJECT CARDINAL	90-242-00-00-0011		9,018.72	
			02	MATTERS	** COMMENT **			
					INVOICE TOTAL:		9,018.72	*

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
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543676	OTTOSEN	OTTOSEN DINOLFO					
	16370	07/31/25	01	JUL 2025 HEARTLAND MEADOWS	90-232-00-00-0011		1,234.20
			02	WEST MATTERS	** COMMENT **		
					INVOICE TOTAL:		1,234.20 *
	16371	07/31/25	01	JUL 2025 ASHLEY MATTERS	01-640-54-00-5456		181.50
					INVOICE TOTAL:		181.50 *
	16372	07/31/25	01	JUL 2025 CANNONBALL MATTERS	01-640-54-00-5456		181.50
					INVOICE TOTAL:		181.50 *
					CHECK TOTAL:		25,968.33
543677	PACESYST	PACE SYSTEM INC					
	IN00070698	09/12/25	01	ANNUAL SOFTWARE RENEWAL	01-210-54-00-5462		2,425.00
					INVOICE TOTAL:		2,425.00 *
					CHECK TOTAL:		2,425.00
543678	PARADISE	PARADISE CAR WASH					
	225136	09/01/25	01	AUUG 2025 CAR WASHES	79-790-54-00-5495		17.00
					INVOICE TOTAL:		17.00 *
					CHECK TOTAL:		17.00
543679	PARKREAT	PARKREATION					
	8167	06/30/25	01	SWING HANGERS	25-225-60-00-6010		1,428.00
					INVOICE TOTAL:		1,428.00 *
					CHECK TOTAL:		1,428.00
543680	PEPSI	PEPSI-COLA GENERAL BOTTLE					

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
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88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
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543680	PEPSI	PEPSI-COLA GENERAL BOTTLE					
	35803009	09/11/25	01	BRIDGE CONCESSION DRINKS	79-795-56-00-5607		492.00
					INVOICE TOTAL:		492.00 *
					CHECK TOTAL:		492.00
D004454	PIAZZA	AMY SIMMONS					
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
543681	PIZZO	PIZZO AND ASSOCIATES, LTD					
	341-6	09/01/25	01	NATURALIZATION AREA UPKEEP AT	24-216-54-00-5446		732.19
			02	651 PRAIRIE POINTE	** COMMENT **		
					INVOICE TOTAL:		732.19 *
					CHECK TOTAL:		732.19
543682	POLLARD	FERGUSON ENTERPRISES LLC #3325					
	0295931	09/08/25	01	HOLSTER CASE,ADAPTERS,FITTINGS	51-510-56-00-5640		1,617.74
					INVOICE TOTAL:		1,617.74 *
	0295931-1	09/09/25	01	ADAPTERS	51-510-56-00-5640		41.36
					INVOICE TOTAL:		41.36 *
	0295957	09/08/25	01	ADAPTERS	51-510-56-00-5640		82.72
					INVOICE TOTAL:		82.72 *
					CHECK TOTAL:		1,741.82
543683	POOLEK	KAELIN POOLE					

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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543683	POOLEK KAELIN POOLE						
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	01-120-54-00-5440		22.50
			02	REIMBURSEMENT ** COMMENT **			
					INVOICE TOTAL:		22.50 *
					CHECK TOTAL:		22.50
543684	PRINTSRC LAMBERT PRINT SOURCE, LLC						
	4311-BALANCE	10/09/24	01	BALANCE DUE FOR FLAGS OF	79-795-56-00-5606		10.00
			02	VALLOR FLAGS ** COMMENT **			
					INVOICE TOTAL:		10.00 *
	4837	07/25/25	01	NATIONAL NIGHT OUT SIGNAGE	79-795-56-00-5606		402.50
					INVOICE TOTAL:		402.50 *
	4966	09/19/25	01	SCARECROW WALK BANNER	79-795-56-00-5606		55.00
					INVOICE TOTAL:		55.00 *
					CHECK TOTAL:		467.50
543685	PURCELLJ JOHN PURCELL						
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT ** COMMENT **			
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
543686	R0002723 MIKE GILL						
	091125-RFND	09/11/25	01	REFUND OVERPAYMENT ON UB	01-000-13-00-1371		280.41
			02	ACCT#0109081040-03 ** COMMENT **			
					INVOICE TOTAL:		280.41 *
					CHECK TOTAL:		280.41

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
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543687	R0002724	DOGGIE DINER CONCESSIONS					
	2025 HTD	09/12/25	01	2025 HTD STAFF MEAL	79-795-56-00-5602		548.00
			02	REIMBURSEMENTS	** COMMENT **		
					INVOICE TOTAL:		548.00 *
					CHECK TOTAL:		548.00
D004455	RATOSP	PETE RATOS					
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	01-220-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004456	REDMONST	STEVE REDMON					
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
543688	REINDERS	REINDERS, INC.					
	6081096-00	09/05/25	01	KEY	79-790-56-00-5640		22.26
					INVOICE TOTAL:		22.26 *
	6081133-00	09/05/25	01	HYDRO OIL	79-790-56-00-5640		266.12
					INVOICE TOTAL:		266.12 *
	6081182-00	09/08/25	01	O-RINGS	79-790-56-00-5640		28.84
					INVOICE TOTAL:		28.84 *
					CHECK TOTAL:		317.22

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
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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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D004457	ROSBOROS SHAY REMUS							
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	79-795-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00	*
					DIRECT DEPOSIT TOTAL:			45.00
D004458	ROZBORSA ADAM ROZBORSKI							
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	01-410-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00	*
					DIRECT DEPOSIT TOTAL:			45.00
D004459	SCODROP PETER SCODRO							
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	51-510-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00	*
					DIRECT DEPOSIT TOTAL:			45.00
D004460	SCOTTTR TREVOR SCOTT							
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	79-790-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00	*
					DIRECT DEPOSIT TOTAL:			45.00
543689	SEBIS SEBIS DIRECT							
	123671	09/04/25	01	AUG 2025 UTILITY BILLING	01-120-54-00-5430		456.63	
			02	AUG 2025 UTILITY BILLING	51-510-54-00-5430		611.79	

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
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89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

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543689	SEBIS	SEBIS DIRECT					
	123671	09/04/25	03	AUG 2025 UTILITY BILLING	52-520-54-00-5430		285.38
					INVOICE TOTAL:		1,353.80 *
					CHECK TOTAL:		1,353.80
D004461	SENDRAS	SAMANTHA SENDRA					
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004462	SENGM	MATT SENG					
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004463	SLEEZERJ	JOHN SLEEZER					
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004464	SLEEZERS	SCOTT SLEEZER					
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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 10/14/2025

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D004465	SMITHD	DOUG SMITH							
	100125		10/01/25	01	SEPT 2025 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
543690	SPRTFLD	SPORTSFIELDS, INC.							
	25061		09/05/25	01	BASEBALL INFIELD MIX	79-790-56-00-5646		1,346.15	
						INVOICE TOTAL:		1,346.15	*
						CHECK TOTAL:			1,346.15
D004466	STEFFANG	GEORGE A STEFFENS							
	100125		10/01/25	01	SEPT 2025 MOBILE EMAIL	52-520-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
543691	STEVENS	STEVEN'S SILKSCREENING							
	24328		09/12/25	01	PRESCHOOL STUDENT & FAMILY	79-795-56-00-5606		720.00	
				02	SHIRTS	** COMMENT **			
						INVOICE TOTAL:		720.00	*
						CHECK TOTAL:			720.00
D004467	THOMASL	LORI THOMAS							
	100125		10/01/25	01	SEPT 2025 MOBILE EMAIL	01-120-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
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UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 10/14/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543692	TRAFFIC	TRAFFIC CONTROL CORPORATION					
	160555	09/15/25	01	RED LED ARROW	01-410-54-00-5435		142.00
					INVOICE TOTAL:		142.00 *
					CHECK TOTAL:		142.00
543693	UNIMAX	UNI-MAX MANAGEMENT CORP					
	5518	09/16/25	01	SEP 2025 OFFICE CLEANING @	01-110-54-00-5488		383.23
			02	651 PP	** COMMENT **		
			03	SEP 2025 OFFICE CLEANING @	01-120-54-00-5488		383.23
			04	651 PP	** COMMENT **		
			05	SEP 2025 OFFICE CLEANING @	01-210-54-00-5488		1,100.70
			06	651 PP	** COMMENT **		
			07	SEP 2025 OFFICE CLEANING @	79-795-54-00-5488		329.90
			08	651 PP	** COMMENT **		
			09	SEP 2025 OFFICE CLEANING @	01-220-54-00-5488		210.94
			10	651 PP	** COMMENT **		
			11	SEP 2025 OFFICE CLEANING @	01-410-54-00-5488		158.67
			12	610 TOWER	** COMMENT **		
			13	SEP 2025 OFFICE CLEANING @	51-510-54-00-5488		158.67
			14	610 TOWER	** COMMENT **		
			15	SEP 2025 OFFICE CLEANING @	52-520-54-00-5488		158.66
			16	610 TOWER	** COMMENT **		
			17	SEP 2025 LIB OFFICE CLEANING	82-820-54-00-5488		2,184.00
			18	SEP 2025 OFFICE CLEANING @ 185	79-790-54-00-5488		238.00
			19	WOLF	** COMMENT **		
			20	SEP 2025 BEECHER CONCESSION	79-795-54-00-5488		238.00
			21	CLEANING	** COMMENT **		
			22	SEP 2025 BRIDGE CONCESSION	79-795-54-00-5488		238.00
			23	CLEANING	** COMMENT **		
			24	SEP 2025 PRESCHOOL BLDG	79-795-54-00-5488		728.00
			25	CLEANING	** COMMENT **		
			26	SEP 2025 VAN EMMON BLDG	79-795-54-00-5488		238.00
			27	CLEANING	** COMMENT **		
					INVOICE TOTAL:		6,748.00 *
					CHECK TOTAL:		6,748.00

01-110	ADMIN
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89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 10/14/2025

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543694	VITOSH	CHRISTINE M. VITOSH							
	237		09/15/25	01	AUG 2025 ADMIN ADJUDICATION	01-210-54-00-5467		350.00	
						INVOICE TOTAL:		350.00	*
						CHECK TOTAL:		350.00	
543695	WARRENK	KEVIN WARREN							
	091925-PER DIEM		09/19/25	01	SLEA TRAINING MEAL PER DIEMS	01-210-54-00-5415		110.00	
						INVOICE TOTAL:		110.00	*
						CHECK TOTAL:		110.00	
543696	WATERSER	WATER SERVICES CO.							
	41398		09/15/25	01	2 BENCH TESTING WATER METERS	51-510-54-00-5462		90.00	
						INVOICE TOTAL:		90.00	*
	41462		09/24/25	01	TEST AND CERTIFY RPZ	24-216-54-00-5446		150.00	
						INVOICE TOTAL:		150.00	*
						CHECK TOTAL:		240.00	
543697	WATERSYS	WATER SOLUTIONS UNLIMITED, INC							
	7199737		09/15/25	01	CHEMICALS	51-510-56-00-5638		7,073.43	
						INVOICE TOTAL:		7,073.43	*
						CHECK TOTAL:		7,073.43	
D004468	WEBERR	ROBERT WEBER							
	100125		10/01/25	01	SEPT 2025 MOBILE EMAIL	01-410-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	

01-110	ADMIN
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89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 10/14/2025

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543698	WEX	WEX BANK							
	107661984		09/30/25	01	SEPT 2025 GASOLINE	01-220-56-00-5695		614.73	
				02	SEPT 2025 GASOLINE	01-210-56-00-5695		7,596.87	
						INVOICE TOTAL:		8,211.60	*
						CHECK TOTAL:			8,211.60
D004469	WILLRETE	ERIN WILLRETT							
	100125		10/01/25	01	SEPT 2025 MOBILE EMAIL	01-110-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
543699	WINNINGE	WINNINGER EXCAVATING INC.							
	02		08/28/25	01	ENGINEERS PAYMENT ESTIMATE 2	51-510-60-00-6011		90,692.87	
				02	FOR BLUESTEM WATER MAIN	** COMMENT **			
				03	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:		90,692.87	*
						CHECK TOTAL:			90,692.87
D004470	WOLFB	BRANDON WOLF							
	100125		10/01/25	01	SEPT 2025 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
543700	YBSD	YORKVILLE BRISTOL							
	133-0-090925		09/09/25	01	06/30-08/31 610 TOWER	51-510-54-00-5480		179.00	
						INVOICE TOTAL:		179.00	*

01-110	ADMIN
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95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 10/14/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543700	YBSD YORKVILLE BRISTOL							
	147-0-090925	09/09/25	01	06/30-08/31 908 GAME FARM RD	01-110-54-00-5480		300.00	
					INVOICE TOTAL:		300.00	*
	32-0-090925	09/09/25	01	06/30-08/31 102 E VAN EMMON	79-795-54-00-5480		139.00	
					INVOICE TOTAL:		139.00	*
	365-0-090925	09/09/25	01	06/30-08/31 651 PRAIRIE POINTE	01-110-54-00-5480		613.50	
					INVOICE TOTAL:		613.50	*
	420-0-090925	09/09/25	01	06/30-08/31 185 WOLF ST	79-795-54-00-5480		289.00	
					INVOICE TOTAL:		289.00	*
	487-0-090925	09/09/25	01	06/30-08/31 651 PRAIRIE POINTE	01-110-54-00-5480		106.50	
					INVOICE TOTAL:		106.50	*
	507-0-090925	09/09/25	01	06/30-08/31 3651 KENNEDY	79-795-54-00-5480		174.00	
					INVOICE TOTAL:		174.00	*
	66-2-090925	09/09/25	01	06/30-08/31 1203 BADGER UNIT B	51-510-54-00-5480		104.00	
					INVOICE TOTAL:		104.00	*
					CHECK TOTAL:			1,905.00
D004471	YODERD DAVID YODER							
	100125	10/01/25	01	SEPT 2025 MOBILE EMAIL	01-410-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00	*
					DIRECT DEPOSIT TOTAL:			45.00
543701	YORKGFPC PETTY CASH							
	091625	09/16/25	01	UPS RETURN SHIPPING FOR CENSUS	01-640-54-00-5450		24.33	

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	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 10/14/2025

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543701	YORKGFPC	PETTY CASH							
	091625		09/16/25	02	PRINTER	** COMMENT **			
							INVOICE TOTAL:	24.33	*
	092225-P-TAX		09/22/25	01	KYLYNS RIDGE LOT 143 UNIT 2	01-640-54-00-5462		10.00	
				02	P-TAX PAYMENT	** COMMENT **			
							INVOICE TOTAL:	10.00	*
						CHECK TOTAL:		34.33	
543702	YOUNGM	MARLYS J. YOUNG							
	082825-PC		08/30/25	01	08/28/25 PC MEETING MINUTES	90-249-00-00-0011		85.00	
							INVOICE TOTAL:	85.00	*
	090225-EDC		09/07/25	01	09/02/25 EDC MEETING MINUTES	01-110-54-00-5462		85.00	
							INVOICE TOTAL:	85.00	*
						CHECK TOTAL:		170.00	
543703	ZITTA	AUGUST ZITT							
	100125		10/01/25	01	SEPT 2025 MOBILE EMAIL	01-410-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
							INVOICE TOTAL:	45.00	*
						CHECK TOTAL:		45.00	

TOTAL CHECKS PAID: 435,309.96

TOTAL DIRECT DEPOSITS PAID: 28,157.50

TOTAL AMOUNT PAID: 463,467.46

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
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90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
PAYROLL SUMMARY
September 26, 2025

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	$ 1,631.82	$ -	$ 1,631.82	$ -	$ 124.83	$ 1,756.65
ALDERMAN	5,914.80	-	5,914.80	-	452.42	6,367.22
ADMINISTRATION	23,654.31	-	23,654.31	1,565.07	1,468.64	26,688.02
FINANCE	16,891.27	-	16,891.27	1,121.58	1,256.29	19,269.14
POLICE	151,102.13	2,110.45	153,212.58	493.79	11,308.30	165,014.67
COMMUNITY DEV.	35,765.41	-	35,765.41	2,374.82	2,636.11	40,776.34
STREETS	31,931.01	-	31,931.01	2,120.21	2,365.42	36,416.64
BUILDING & GROUNDS	6,877.80	-	6,877.80	456.68	511.75	7,846.23
WATER	26,034.79	2,378.05	28,412.84	1,830.87	2,092.33	32,336.04
SEWER	17,379.72	-	17,379.72	1,154.00	1,274.26	19,807.98
PARKS	40,349.11	282.02	40,631.13	2,575.21	3,020.90	46,227.24
RECREATION	34,101.86	-	34,101.86	1,696.41	2,538.86	38,337.13
LIBRARY	21,204.24	-	21,204.24	937.90	1,564.59	23,706.73
TOTALS	$ 412,838.27	$ 4,770.52	$ 417,608.79	$ 16,326.54	$ 30,614.70	$ 464,550.03

TOTAL PAYROLL **$ 464,550.03**

UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, October 14, 2025

ACCOUNTS PAYABLE	**DATE**		
Clerk's Check #131272 Kendall County Recorder *(Page 1)*	09/05/2025	$	93.00
Clerk's Check #131273 Kendall County Recorder *(Page 2)*	09/12/2025		171.00
City MasterCard Bill Register *(Pages 3 - 15)*	09/25/2025		108,854.31
Manual City Check Register *(Page 16)*	09/29/2025		131.00
Manual City Check Register *(Pages 17 - 21)*	10/03/2025		2,739.00
Manual City Check Register *(Pages 22 - 26)*	10/10/2025		4,910.94
City Check Register *(Pages 27 - 58)*	10/14/2025		463,467.46
SUB-TOTAL:		**$**	**580,366.71**
WIRE PAYMENTS			
Dearborn Insurance- Sept 2025	10/02/2025	$	3,603.16
Blue Cross/ Blue Shield Insurance-Oct 2025	09/30/2025		193,492.27
TOTAL PAYMENTS:			**$197,095.43**
PAYROLL			
Bi - Weekly *(Page 59)*	09/26/2025	$	464,550.03
SUB-TOTAL:		**$**	**464,550.03**
TOTAL DISBURSEMENTS:		**$**	**1,242,012.17**

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 Amendments

Meeting and Date: City Council – October 14, 2025

Synopsis: Please see memo attached

Council Action Previously Taken:

Date of Action: CC – 9/23/25 Action Taken: A discussion took place.

Item Number: CC 2025-58

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson (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: City Council
From: Bart Olson, City Administrator
CC:
Date: October 8, 2025
Subject: Public camping ordinance amendments

Summary

Consideration of an ordinance amending the city code regarding public camping.

Background

This item was last discussed by the City Council at the September 23rd meeting, when the City Council heard a presentation from the Yorkville Police Department and Kendall County Health Department. In that presentation, the City staff outlined two expected changes to the City Code on public camping regarding sleeping in cars and offering social services. Accordingly, the City Attorney has drafted the attached ordinance.

The attached ordinance removes all references to sleeping in cars or sleeping in public spaces; as in if the ordinance is approved, anyone may sleep in their car in public spaces, or sleep in public spaces while those public spaces are open to the public. This would allow an overnight nurse, truck driver, or any other resident to sleep on a bench in a public park during hours that the park is open or in their car in a public parking lot or street at any time. Previously, the public camping ordinance prohibited sleeping in a public park during hours that the park is open, or sleeping in their car at any time. Of note, the ordinance still prohibits public camping – so residents are prohibited from camping in their car or camping on public property.

The attached ordinance also requires the City to inform anyone that is public camping about all known social services available, prior to issuance of a warning or a citation.

Recommendation

Staff recommends approval of the ordinance amending the City Code regarding public camping.

Ordinance No. 2025-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AMENDING TITLE 7, CHAPTER 12 OF THE YORKVILLE CITY CODE

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*"), is a duly organized and validly existing non-home rule municipal corporation created under the provisions of Article VII, Section 7 of the Illinois Constitution of 1970 and the provisions of the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* (the "*Illinois Municipal Code*") as from time to time supplemented and amended; and

WHEREAS, the Illinois Municipal Code 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, in an effort to address the public health concerns caused by nuisances, including Public Camping, on August 12, 2025, the Mayor and City Council declared it necessary for the promotion of health and the suppression of diseases to add Chapter 12 to Title 7 of the Yorkville Municipal Code to regulate Public Camping; and

WHEREAS, in order to provide clear direction regarding the enforcement of the provisions of Chapter 12, the Mayor and City Council have determined it to be in the best interests of the residents of the City to amend Chapter 12 of Title 7 as hereinafter provided.

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

Section 1. 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. Title 7, Chapter 12, Section 7-12-5 of the Yorkville Municipal Code is hereby deleted in its entirety and replaced with the following new Section 7-12-5:

Section 7-12-5. Public Camping Prohibited.

A. No person may 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 engage in Public Camping, in any pedestrian or vehicular entrance to public property abutting a public right-of-way.

C. No person may engage in Public Camping, on any real property owned or otherwise maintained by the City.

D. No person may park a vehicle overnight for the purpose of engaging in Public Camping in said vehicle.

Section 3. The following shall be added to Title 7, Chapter 12 as a new section to the Chapter and all sections thereafter in Chapter 12 shall be numbered accordingly:

Section 7-12-7. Warning of Ordinance Violation; Offer of Assistance.

Any person found to be in violation of Section 6 of this Ordinance shall be given information regarding all known social services available to residents of the City and Kendall County prior to the issuance of a citation for violation of this Code.

Section 4: 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

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 2025-73

Agenda Item Summary Memo

Title: 2025 Preliminary Tax Levy Estimate

Meeting and Date: City Council – October 14, 2025

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

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 30, 2025
Subject: 2025 Preliminary Tax Levy Estimate

Summary

A preliminary review of the 2025 tax levy estimate, for the purpose of publishing a public notice for an upcoming public hearing.

Background

Each year, the City begins the tax levy process by adopting a levy estimate, which establishes the basis for determining whether a public hearing is required. For levy year 2025, the combined estimated levy for City and Library operations totals $5,726,693, as shown in Exhibit A. Of this amount, the City's portion is projected at $4,188,570 and includes increment generated from new construction only. In order to safeguard the City's ability to maximize its new construction levy, staff has incorporated an enhanced placeholder estimate by applying a 20% upward adjustment to the current new construction figure, recognizing that final assessed values may increase prior to final levy adoption in November or December. Please note that the levy estimate establishes only the maximum amount that could be levied; and City Council retains full discretion to adopt a lower final levy, should it choose.

The Library's portion of the levy estimate is proposed at the statutory maximum rate of $0.15 per $100 of Equalized Assessed Value (EAV), which equates to $1,538,123. Nevertheless, because PTELL caps the growth in property tax extensions, the actual levy for Library operations will be lower than the statutory maximum—closer to $1.13 million, as illustrated in Exhibit B.

2017 Tax Levy (FY 19) thru 2024 Tax Levy (FY 26 - current fiscal year)

Pursuant to PTELL, two factors determine how much the City, as a non-home rule municipality, can increase its levy by each year: 1.) the equalized assessed valuation (EAV) of new construction and 2.) the year-over-year change in inflation (as measured by the Consumer Price Index or CPI). Beginning with the 2017 levy process, Council began to ease back into its past practice of marginally increasing the levy each year by new construction only, thus foregoing the annual inflationary increment. This practice was continued last year (2024 levy - currently being collected in FY 2026) as the City Council decided to increase the levy by estimated new construction (+$170,463) only; and forfeit the inflationary increment of $131,953. As a result, most residents over the last eight levy cycles should have seen the City portion of their property tax bill stay relatively the same or even decrease slightly in some years, assuming that the change in EAV of their homes was less than the overall increase in EAV for all taxable property in Yorkville.

2025 Tax Levy (FY 27 – next fiscal year)

For this year's levy, Kendall County has estimated new construction EAV at $27,130,623, which is expected to generate an additional $113,325 in property tax revenue for the City. As illustrated in Exhibit D, after two years of low inflation (levy years 2015-2016), the CPI returned to a more typical rate of 2.1% in levy year 2017. Between 2018 and 2020, CPI remained steady at around 2.0%, before dropping to 1.4% in 2021. Over the next two years, inflation surged dramatically – rising to 7.0% in 2022 and 6.5% in 2023 (both years were capped at 5% under PTELL). This sharp increase was fueled by a combination of factors, including pent-up consumer demand and supply chain disruptions from the pandemic, rising energy costs driven by geopolitical tensions and substantial fiscal and monetary stimuli. By 2024, inflation moderated to a more typical 3.4%, reflecting the impact of rising interest rates, the easing of supply chain challenges, stabilizing consumer demand, and a more balanced labor market. For the 2025 levy year, CPI has continued its downward trend, registering at 2.9%. The inflationary portion of the levy is projected to generate an additional $117,504, bringing the estimated total increase in property tax revenue to $230,829 under PTELL.

Based on the information presented above, it is the recommendation of staff that the City increase its levy only by the amount of incremental property taxes generated from new construction, which is currently estimated at $113,325 (as shown on Exhibit C), for a total levy of $4,165,189. While this will result in the City not levying approximately $117,504 (CPI portion) under PTELL (which means this amount will be forgone in subsequent levy years), staff believes that this is a balanced approach as it allows the City to marginally expand its tax base with minimal impact on homeowners. Depending on how the City Council decides to levy, either including incremental property taxes from both CPI and new construction (Exhibit B) or new construction only (Exhibit C), will result in the City's portion of the levy either increasing by approximately 5.7% (Exhibit B) or 2.8% (Exhibit C).

The City's 2025 contribution (i.e., actuarially determined funding policy contribution) to the Yorkville Police Pension Fund, as determined by the City's actuary, MWM Consulting Group, is $1,540,029 (Exhibit F – page 1). This amount is calculated in accordance with the City's pension funding policy, which targets a 100% funding level by the year 2040. Compared to the 2024 contribution of $1,465,973, this represents an increase of $74,056 or 5.1%. The rise in the employer contribution is attributed to several factors, including:

- A shrinking amortization period (i.e., as we get closer to the year 2040, there is less time to spread out the remaining costs associated with the unfunded liability).
- Normal costs continue to increase, as each year of additional service by current employees generates additional pension benefits.
- Changes in actuarial assumptions pertaining to mortality, disability, salary increases, retirement and termination rates.

At the close of FY 2025, the Police Pension Fund reported a funded ratio of 60.5%, representing the market value of assets of $18,691,248 relative to the accrued liability of $30,915,800. This marks a measurable improvement from the prior year's funding level of 57.5% (+5.2%) and a substantial increase from the FY 2020 level of 46.2% (+30.9%). The consistent upward trend over the past five years reflects both investment performance and the long-term impacts of ongoing contributions toward the City's statutory funding requirements.

Looking back over the last five fiscal years, the Fund's investment results have been characterized by periods of significant volatility. Following an unprecedented return of +28.0% in FY 2021, the Fund experienced a sharp downturn in FY 2022, posting –4.9% against a benchmark of +7.0%. This

underperformance was largely attributable to equity market disruptions and the constraints of a prolonged low-interest-rate environment during the COVID pandemic. In FY 2023, returns stabilized with a modest gain of +0.57%, though results again fell short of actuarial expectations.

A structural change occurred in FY 2024 with the transition of investment management responsibilities to the Illinois Police Officers' Pension Investment Fund (IPOPIF), which now oversees the pooled assets of all Downstate police pension funds. A key policy objective of this consolidation was to achieve returns more closely aligned with the Illinois Municipal Retirement Fund (IMRF), which has consistently produced long-term annualized returns in excess of 7%. Early results indicate that IPOPIF has met, and in fact exceeded, these expectations, producing a return of 9.69% in FY 2024, followed by another strong performance of 9.67% in FY 2025.

Looking back at the last nine levy cycles, you may recall that a reoccurring policy question has been whether the City and Library levies should be combined or levied separately. In an effort to "level the playing field" by applying the same rules of property tax growth (lesser of CPI or 5%, plus new construction) to both entities, the City Council has chosen to levy the two entities separately since levy year 2016. Last year the Library Operations tax rate was capped by PTELL at $0.116 per $100 of EAV, resulting in a property tax extension of $1,067,182 (excludes revenue recapture). This was an increase of $77,651 (7.8%) over the 2023 levy extended amount of $989,531 (excludes revenue recapture). For this year's levy staff recommends that Council continue with the practice of levying separately for the City and the Library, which is currently estimated to yield property taxes for library operations in the amount of $1,127,974. This amount includes both CPI ($30,948) and new construction ($29,844) increments. Based on current EAV figures the library operations tax rate is estimated at $0.11 per $100 of EAV (max amount is $0.15 per $100 EAV) for the 2025 levy year, which is an increase of 5.7% (+$60,792) over the prior year's extension. The levy amount for the Library is expected to be formally approved by the Library Board at their upcoming October 13th meeting.

In addition, the fiscal year 2026 (2024 levy) certifications from the Kendall County Clerk are attached as Exhibit E. The first page contains all City (non-Library) taxes, and the second page contains operational taxes for the Library. As noted last year, the 2024 levy includes revenue recapture amounts, pursuant to State Statue (P.A. 102-0519); which requires the County to adjust the City's and Library's extension amounts in order to recapture prior year property tax amounts lost to Property Tax Appeal Board (PTAB) reductions, Circuit Court orders in assessment cases and error certificates resulting from assessment mistakes. These revenue recapture amounts are itemized in Exhibit E for both the City and Library, in the amounts of $4,778 and $2,297, respectively. As in past levy years, all City debt service amounts are expected to be fully abated for the 2025 levy year. Materials regarding the City's bond abatements will be presented at a future committee meeting, before being presented to the City Council for approval in either November or December.

Homeowner Impact

The property tax bill itemizes charges for both the City and the Library separately. If the City levies for new construction and inflationary increments (see Exhibit B), the estimated levy extension for both capped and uncapped amounts is projected to rise by 5.7% for the 2025 levy year (payable in 2026). Conversely, if the City levy includes new construction only (see Exhibit C), the estimated levy extension for both capped and uncapped amounts is expected to increase by 2.8%. Meanwhile, the Library's levy, for both capped and uncapped amounts, is anticipated to be 5.7% higher (see Exhibit B) than the 2024 levy year extension (currently being collected in 2025).

Kendall County currently projects the City's overall 2025 Equalized Assessed Value (EAV) to be $1.03 billion, representing a $106.5 million increase (11.6%) from last year's EAV of $918.9 million.

Approximately 25% of this increase—or $27.1 million—is attributed to new construction. When excluding new construction, the EAV of existing properties is expected to rise by 8.6%. However, this inflationary increase in EAV should be assuaged by a reduction in the City's estimated property tax rate which is currently expected to decline by either 5.3% (from $0.441 per $100 of EAV to $0.418 per $100 of EAV – Exhibit B) or by 7.9% (from $0.441 per $100 of EAV to $0.406 per $100 of EAV – Exhibit C), depending on which option (new construction and inflation increments or new construction increment only) is decided upon by Council.

For the Library portion, a typical property owner **should** see a nominal increase of around $3 to $5. The amount paid to the City **should** either be approximately the same as last year's tax bill (Exhibit C – new construction only) or increase by about $15 (Exhibit B – new construction and inflation). Please note that the above projections assume that an individual property owner's EAV increases at a rate comparable to the overall EAV, adjusted for new construction.

Recommendation

The preliminary staff recommendations for aggregate levy amounts are shown in the table below.

City Tax Levy

	2024 Levy Extension	2025 Maximum Levy (Estimate)	2025 Levy Recommended Amount
City Levy (Capped)	$4,051,864	$4,282,693	$4,188,570
City Bonds/Revenue Recapture(Uncapped)	$4,778	N / A	N / A
Totals	**$4,056,642**	**$4,282,693**	**$4,188,570**

Library Tax Levy

	2024 Levy Extension	2025 Maximum Levy (Estimate)	2025 Levy Recommended Amount
Library Operations (Capped)	$1,067,182	$1,538,123	$1,538,123
Library Bonds/Revenue Recapture(Uncapped)	$2,297	N / A	N / A
Totals	**$1,069,479**	**$1,538,123**	**$1,538,123**

As a reminder, the tax levy estimate sets the maximum amount that the City and Library could levy, with the understanding that Council and the Library Board reserve the right to levy less than that amount should they desire to do so.

Furthermore, staff recommends that the City instruct the County Clerk to levy separately once again for the City and the Library, so that both entities are held to the same rules when it comes to growth. A tentative timeline for the 2025 tax levy process is presented below:

- October 14th (City Council) - Preliminary Tax Levy Estimate - informational

- October 28th (City Council) - Tax Levy Estimate review and approval
    - Tax Levy Estimate must be adopted 20 days prior to City Council approval of levy

- November 10th (City Council) – Tax Levy Public Hearing
    - Public Hearing Notice will be published on November 3rd
    - Per State Statute, the Public Hearing Notice must be published in a local paper between 14 and 7 days prior to the public hearing date

- November 25th or December 9th (City Council) - Approval of the Tax Levy Ordinance
    - Must be filed with Kendall County before the last Tuesday in December (December 30th)

Exhibit A

2025 Tax Levy - Public Hearing

** Based on enhanced new construction EAV estimate of $32,556,748 (20% increase of August 12, 2025 EAV estimate of $27,130,623) **

(Limiting Rate Applied to City & Library)

	2023 Rate Setting EAV	% Change over Prior Yr EAV	2024 Rate Setting EAV	% Change over Prior Yr EAV	2025 Estimated EAV	% Change over Prior Yr EAV	$ Change
Farm	$ 4,209,199	6.92%	$ 6,857,723	62.92%	$ 10,369,109	51.20%	$ 3,511,386
Residential	687,120,031	15.58%	802,816,701	16.84%	895,657,177	11.56%	92,840,476
Commercial	87,102,531	8.04%	91,833,842	5.43%	98,286,752	7.03%	6,452,910
Industrial	16,551,850	3.93%	17,240,090	4.16%	20,977,194	21.68%	3,737,104
State Railroad	101,044	11.86%	125,091	23.80%	125,091	0.00%	-
Total	**$ 795,084,655**	**14.39%**	**$ 918,873,447**	**15.57%**	**$ 1,025,415,323**	**11.59%**	**$ 106,541,876**

	2023 Rate	2023 Levy Request	2023 Levy Extension	2024 Rate	2024 Levy Request	2024 Levy Extension	2025 Rate	2025 Levy Request	% Change over Prior Yr Ext.	$ Change over Prior Yr Ext.
Corporate	0.12386	$ 984,744	$ 984,792	0.10718	$ 984,792	$ 984,849	0.09604	$ 984,792	-0.01%	$ (57)
Bonds & Interest	0.00000	-	-	0.00000	-	-	0.00000	-	-	-
IMRF Pension	0.00000	-	-	0.01089	100,000	100,065	0.00975	100,000	(0.00)	(65)
Police Protection	0.15969	1,269,660	1,269,671	0.13938	1,280,665	1,280,726	0.13104	1,343,749	4.92%	63,023
Police Pension	0.17436	1,386,265	1,386,310	0.15955	1,465,973	1,466,063	0.15019	1,540,029	5.05%	73,966
Audit	0.00378	30,000	30,054	0.00327	30,000	30,047	0.00293	30,000	-0.16%	(47)
Liability Insurance	0.00504	40,000	40,072	0.00436	40,000	40,063	0.00390	40,000	-0.16%	(63)
Social Security	0.01887	150,000	150,032	0.01633	150,000	150,052	0.01463	150,000	-0.03%	(52)
School Crossing Guard	0.00252	20,000	20,036	0.00000	-	-	0.00000	-	0.00%	-
Unemployment Insurance	0.00000	-	-	0.00000	-	-	0.00000	-	0.00%	-
Subtotal City (PTELL)	**0.48812**	**$ 3,880,669**	**$ 3,880,967**	**0.44096**	**$ 4,051,430**	**$ 4,051,864**	**0.40848**	**$ 4,188,570**	**3.37%**	**136,706**
Revenue Recapture	0.00395	-	31,406	0.00052	-	4,778	0.00000	-	-	(4,778)
Total City	**0.49207**	**$ 3,880,669**	**$ 3,912,373**	**0.44148**	**$ 4,051,430**	**$ 4,056,642**	**0.40848**	**$ 4,188,570**	**3.25%**	**131,928**
Library Operations	0.12446	$ 1,192,336	$ 989,531	0.11617	$ 1,377,422	$ 1,067,182	0.15000	$ 1,538,123	44.13%	$ 470,941
Library Bonds & Interest	0.10868	864,000	864,071	0.00000	-	-	0.00000	-	-	-
Revenue Recapture	0.00187	-	14,868	0.00025	-	2,297	0.00000	-	-	(2,297)
Total Library	**0.23500**	**$ 2,056,336**	**$ 1,868,469**	**0.11642**	**$ 1,377,422**	**$ 1,069,479**	**0.15000**	**$ 1,538,123**	**43.82%**	**468,644**
Total City (PTELL & Non-PTELL)	**0.72707**	**$ 5,937,005**	**$ 5,780,842**	**0.55790**	**$ 5,428,852**	**$ 5,126,122**	**0.55848**	**$ 5,726,693**	**11.72%**	**$ 600,571**
less Bonds & Interest / Rev Recapture	0.11450	864,000	910,344	0.00077	-	7,075	0.00000	-	-100.00%	(7,075)
P-TELL Totals	**0.61257**	**$ 5,073,005**	**$ 4,870,498**	**0.55713**	**$ 5,428,852**	**$ 5,119,047**	**0.55848**	**$ 5,726,693**	**11.87%**	**$ 607,646**

Exhibit A - continued

2025 Tax Levy - Public Hearing

(Limiting Rate Applied to City & Library)

	2023 Requested	2023 Extended		2024 Requested	2024 Extended		2025 Levy Request	% Change over Prior Yr Ext.	$ Change over Prior Yr Ext.
City	$ 2,494,404	$ 2,526,063	City	$ 2,585,457	$ 2,590,580	City	$ 2,648,541	2.44%	$ 63,084
Library	1,192,336	1,004,399	Library	1,377,422	1,069,479	Library	1,538,123	11.67%	160,701
Police Pension	1,386,265	1,386,310	Police Pension	1,465,973	1,466,063	Police Pension	1,540,029	5.05%	74,056
City Debt Service	-	-	City Debt Service	-	-	City Debt Service	-	-	-
Library Debt Service	864,000	864,071	Library Debt Service	-	-	Library Debt Service	-	-	-
Total	**$ 5,937,005**	**$ 5,780,842**	**Total**	**$ 5,428,852**	**$ 5,126,122**	**Total**	**$ 5,726,693**	**5.49%**	**$ 297,841**
less B&I / Rev Recapture	864,000	910,344	less B&I / Rev Recapture	-	7,075	less B&I / Rev Recapture	-	-	-
PTELL Subtotal	**$ 5,073,005**	**$ 4,870,498**	**PTELL Subtotal**	**$ 5,428,852**	**$ 5,119,047**	**PTELL Subtotal**	**$ 5,726,693**	**5.49%**	**$ 297,841**
City (excluding D/S & Rev Rec)	*$ 3,880,669*	*$ 3,880,967*	*City (excluding D/S & Rev Rec)*	*$ 4,051,430*	*$ 4,051,864*	*City (excluding D/S & Rev Rec)*	*$ 4,188,570*	***3.38%***	*$ 137,140*
Lib (excluding D/S & Rev Rec)	*1,192,336*	*989,531*	*Lib (excluding D/S & Rev Rec)*	*1,377,422*	*1,067,182*	*Lib (excluding D/S & Rev Rec)*	*1,538,123*	***11.67%***	*160,701*

Exhibit B

2025 Tax Levy - Estimated CPI and New Construction Increments

** Based on original New Construction and Overall EAV estimates of $27,130,623 and $1,025,415,323, respectively, as of August 12, 2025 **

(Limiting Rate Applied to City & Library)

	2023 Rate Setting EAV	% Change over Prior Yr EAV		2024 Rate Setting EAV	% Change over Prior Yr EAV		2025 Estimated EAV	% Change over Prior Yr EAV	$ Change
Farm	$ 4,209,199	6.92%	Farm	$ 6,857,723	62.92%	Farm	$ 10,369,109	51.20%	$ 3,511,386
Residential	687,120,031	15.58%	Residential	802,816,701	16.84%	Residential	895,657,177	11.56%	92,840,476
Commercial	87,102,531	8.04%	Commercial	91,833,842	5.43%	Commercial	98,286,752	7.03%	6,452,910
Industrial	16,551,850	3.93%	Industrial	17,240,090	4.16%	Industrial	20,977,194	21.68%	3,737,104
State Railroad	101,044	11.86%	State Railroad	125,091	23.80%	State Railroad	125,091	0.00%	-
Total	**$ 795,084,655**	**14.39%**	**Total**	**$ 918,873,447**	**15.57%**	**Total**	**$ 1,025,415,323**	**11.59%**	**$ 106,541,876**

	2023 Rate	2023 Levy Request	2023 Levy Extension	2024 Rate	2024 Levy Request	2024 Levy Extension	2025 Rate	2025 Levy Request	% Change over Prior Yr Ext.	$ Change over Prior Yr Ext.
Corporate	0.12386	$ 984,744	$ 984,792	0.10718	$ 984,792	$ 984,849	0.09604	$ 984,792	-0.01%	$ (57)
Bonds & Interest	0.00000	-	-	0.00000	-	-	0.00000	-	-	-
IMRF Pension	0.00000	-	-	0.01089	100,000	100,065	0.00975	100,000	(0.00)	(65)
Police Protection	0.15969	1,269,660	1,269,671	0.13938	1,280,665	1,280,726	0.14022	1,437,872	12.27%	157,146
Police Pension	0.17436	1,386,265	1,386,310	0.15955	1,465,973	1,466,063	0.15019	1,540,029	5.05%	73,966
Audit	0.00378	30,000	30,054	0.00327	30,000	30,047	0.00293	30,000	-0.16%	(47)
Liability Insurance	0.00504	40,000	40,072	0.00436	40,000	40,063	0.00390	40,000	-0.16%	(63)
Social Security	0.01887	150,000	150,032	0.01633	150,000	150,052	0.01463	150,000	-0.03%	(52)
School Crossing Guard	0.00252	20,000	20,036	0.00000	-	-	0.00000	-	0.00%	-
Unemployment Insurance	0.00000	-	-	0.00000	-	-	0.00000	-	0.00%	-
Subtotal City (PTELL)	**0.48812**	**$ 3,880,669**	**$ 3,880,967**	**0.44096**	**$ 4,051,430**	**$ 4,051,864**	**0.41765**	**$ 4,282,693**	**5.70%**	**230,829**
Revenue Recapture	0.00395	-	31,406	0.00052	-	4,778	0.00000	-	-	(4,778)
Total City	**0.49207**	**$ 3,880,669**	**$ 3,912,373**	**0.44148**	**$ 4,051,430**	**$ 4,056,642**	**0.41765**	**$ 4,282,693**	**5.57%**	**226,051**
Library Operations	0.12446	$ 1,192,336	$ 989,531	0.11617	$ 1,377,422	$ 1,067,182	0.11000	$ 1,127,974	5.70%	$ 60,792
Library Bonds & Interest	0.10868	864,000	864,071	0.00000	-	-	0.00000	-	-	-
Revenue Recapture	0.00187	-	14,868	0.00025	-	2,297	0.00000	-	-	(2,297)
Total Library	**0.23500**	**$ 2,056,336**	**$ 1,868,469**	**0.11642**	**$ 1,377,422**	**$ 1,069,479**	**0.11000**	**$ 1,127,974**	**5.47%**	**58,495**
Total City (PTELL & Non-PTELL)	**0.72707**	**$ 5,937,005**	**$ 5,780,842**	**0.55790**	**$ 5,428,852**	**$ 5,126,122**	**0.52766**	**$ 5,410,667**	**5.55%**	**$ 284,545**
less Bonds & Interest / Rev Recapture	0.11450	864,000	910,344	0.00077	-	7,075	0.00000	-	-100.00%	(7,075)
P-TELL Totals	**0.61257**	**$ 5,073,005**	**$ 4,870,498**	**0.55713**	**$ 5,428,852**	**$ 5,119,047**	**0.52766**	**$ 5,410,667**	**5.70%**	**$ 291,620**

Exhibit B - continued

2025 Tax Levy - Estimated CPI and New Construction Increments

(Limiting Rate Applied to City & Library)

	2023 Requested	2023 Extended		2024 Requested	2024 Extended		2025 Levy Request	% Change over Prior Yr Ext.	$ Change over Prior Yr Ext.
City	$ 2,494,404	$ 2,526,063	City	$ 2,585,457	$ 2,590,580	City	$ 2,742,664	6.08%	$ 157,207
Library	1,192,336	1,004,399	Library	1,377,422	1,069,479	Library	1,127,974	-18.11%	(249,448)
Police Pension	1,386,265	1,386,310	Police Pension	1,465,973	1,466,063	Police Pension	1,540,029	5.05%	74,056
City Debt Service	-	-	City Debt Service	-	-	City Debt Service	-	-	-
Library Debt Service	864,000	864,071	Library Debt Service	-	-	Library Debt Service	-	-	-
Total	**$ 5,937,005**	**$ 5,780,842**	**Total**	**$ 5,428,852**	**$ 5,126,122**	**Total**	**$ 5,410,667**	**-0.33%**	**$ (18,185)**
less B&I / Rev Recapture	864,000	910,344	less B&I / Rev Recapture	-	7,075	less B&I / Rev Recapture	-	-	-
PTELL Subtotal	**$ 5,073,005**	**$ 4,870,498**	**PTELL Subtotal**	**$ 5,428,852**	**$ 5,119,047**	**PTELL Subtotal**	**$ 5,410,667**	**-0.33%**	**$ (18,185)**
City (excluding D/S & Rev Rec)	*$ 3,880,669*	*$ 3,880,967*	*City (excluding D/S & Rev Rec)*	*$ 4,051,430*	*$ 4,051,864*	*City (excluding D/S & Rev Rec)*	*$ 4,282,693*	***5.71%***	*$ 231,263*
Lib (excluding D/S & Rev Rec)	*1,192,336*	*989,531*	*Lib (excluding D/S & Rev Rec)*	*1,377,422*	*1,067,182*	*Lib (excluding D/S & Rev Rec)*	*1,127,974*	***-18.11%***	*(249,448)*

Exhibit C

2025 Tax Levy - Estimated New Construction Increment Only

** Based on original New Construction estimate of $27,130,623, as of August 12, 2025 **

(Limiting Rate Applied to City & Library)

	2023 Rate Setting EAV	% Change over Prior Yr EAV	2024 Rate Setting EAV	% Change over Prior Yr EAV	2025 Estimated EAV	% Change over Prior Yr EAV	$ Change
Farm	$ 4,209,199	6.92%	$ 6,857,723	62.92%	$ 10,369,109	51.20%	$ 3,511,386
Residential	687,120,031	15.58%	802,816,701	16.84%	895,657,177	11.56%	92,840,476
Commercial	87,102,531	8.04%	91,833,842	5.43%	98,286,752	7.03%	6,452,910
Industrial	16,551,850	3.93%	17,240,090	4.16%	20,977,194	21.68%	3,737,104
State Railroad	101,044	11.86%	125,091	23.80%	125,091	0.00%	-
Total	**$ 795,084,655**	**14.39%**	**Total $ 918,873,447**	**15.57%**	**Total $ 1,025,415,323**	**11.59%**	**$ 106,541,876**

	2023 Rate	2023 Levy Request	2023 Levy Extension	2024 Rate	2024 Levy Request	2024 Levy Extension	2025 Rate	2025 Levy Request	% Change over Prior Yr Ext.	$ Change over Prior Yr Ext.
Corporate	0.12386	$ 984,744	$ 984,792	0.10718	$ 984,792	$ 984,849	0.09604	$ 984,792	-0.01%	$ (57)
Bonds & Interest	0.00000	-	-	0.00000	-	-	0.00000	-	-	-
IMRF Pension	0.00000	-	-	0.01089	100,000	100,065	0.00975	100,000	(0.00)	(65)
Police Protection	0.15969	1,269,660	1,269,671	0.13938	1,280,665	1,280,726	0.12876	1,320,368	3.10%	39,642
Police Pension	0.17436	1,386,265	1,386,310	0.15955	1,465,973	1,466,063	0.15019	1,540,029	5.05%	73,966
Audit	0.00378	30,000	30,054	0.00327	30,000	30,047	0.00293	30,000	-0.16%	(47)
Liability Insurance	0.00504	40,000	40,072	0.00436	40,000	40,063	0.00390	40,000	-0.16%	(63)
Social Security	0.01887	150,000	150,032	0.01633	150,000	150,052	0.01463	150,000	-0.03%	(52)
School Crossing Guard	0.00252	20,000	20,036	0.00000	-	-	0.00000	-	0.00%	-
Unemployment Insurance	0.00000	-	-	0.00000	-	-	0.00000	-	0.00%	-
Subtotal City (PTELL)	**0.48812**	**$ 3,880,669**	**$ 3,880,967**	**0.44096**	**$ 4,051,430**	**$ 4,051,864**	**0.40620**	**$ 4,165,189**	**2.80%**	**113,325**
Revenue Recapture	0.00395	-	31,406	0.00052	-	4,778	0.00000	-	-	(4,778)
Total City	**0.49207**	**$ 3,880,669**	**$ 3,912,373**	**0.44148**	**$ 4,051,430**	**$ 4,056,642**	**0.40620**	**$ 4,165,189**	**2.68%**	**108,547**
Library Operations	0.12446	$ 1,192,336	$ 989,531	0.11617	$ 1,377,422	$ 1,067,182	0.10698	$ 1,097,026	2.80%	$ 29,844
Library Bonds & Interest	0.10868	864,000	864,071	0.00000	-	-	0.00000	-	-	-
Revenue Recapture	0.00187	-	14,868	0.00025	-	2,297	0.00000	-	-	(2,297)
Total Library	**0.23500**	**$ 2,056,336**	**$ 1,868,469**	**0.11642**	**$ 1,377,422**	**$ 1,069,479**	**0.10698**	**$ 1,097,026**	**2.58%**	**27,547**
Total City (PTELL & Non-PTELL)	**0.72707**	**$ 5,937,005**	**$ 5,780,842**	**0.55790**	**$ 5,428,852**	**$ 5,126,122**	**0.51318**	**$ 5,262,215**	**2.65%**	**$ 136,093**
less Bonds & Interest / Rev Recapture	0.11450	864,000	910,344	0.00077	-	7,075	0.00000	-	-100.00%	(7,075)
P-TELL Totals	**0.61257**	**$ 5,073,005**	**$ 4,870,498**	**0.55713**	**$ 5,428,852**	**$ 5,119,047**	**0.51318**	**$ 5,262,215**	**2.80%**	**$ 143,168**

Exhibit C - continued

2025 Tax Levy - Estimated New Construction Increment Only

(Limiting Rate Applied to City & Library)

	2023 Requested	2023 Extended		2024 Requested	2024 Extended		2025 Levy Request	% Change over Prior Yr Ext.	$ Change over Prior Yr Ext.
City	$ 2,494,404	$ 2,526,063	City	$ 2,585,457	$ 2,590,580	City	$ 2,625,160	1.54%	$ 39,703
Library	1,192,336	1,004,399	Library	1,377,422	1,069,479	Library	1,097,026	-20.36%	(280,396)
Police Pension	1,386,265	1,386,310	Police Pension	1,465,973	1,466,063	Police Pension	1,540,029	5.05%	74,056
City Debt Service	-	-	City Debt Service	-	-	City Debt Service	-	-	-
Library Debt Service	864,000	864,071	Library Debt Service	-	-	Library Debt Service	-	-	-
Total	**$ 5,937,005**	**$ 5,780,842**	**Total**	**$ 5,428,852**	**$ 5,126,122**	**Total**	**$ 5,262,215**	**-3.07%**	**$ (166,637)**
less B&I / Rev Recapture	864,000	910,344	less B&I / Rev Recapture	-	7,075	less B&I / Rev Recapture	-	-	-
PTELL Subtotal	**$ 5,073,005**	**$ 4,870,498**	**PTELL Subtotal**	**$ 5,428,852**	**$ 5,119,047**	**PTELL Subtotal**	**$ 5,262,215**	**-3.07%**	**$ (166,637)**
City (excluding D/S & Rev Rec)	*$ 3,880,669*	*$ 3,880,967*	*City (excluding D/S & Rev Rec)*	*$ 4,051,430*	*$ 4,051,864*	*City (excluding D/S & Rev Rec)*	*$ 4,165,189*	***2.81%***	*$ 113,759*
Lib (excluding D/S & Rev Rec)	*1,192,336*	*989,531*	*Lib (excluding D/S & Rev Rec)*	*1,377,422*	*1,067,182*	*Lib (excluding D/S & Rev Rec)*	*1,097,026*	***-20.36%***	*(280,396)*

Illinois Dept. of Revenue
History of CPI's Used for the PTELL
01/15/2025

Exhibit D

Year	December CPI-U	% Change From Previous December	% Use for PTELL	Comments	Levy Year	Years Taxes Paid
1991	137.900	--				
1992	141.900	2.9%	2.9%		1993	1994
1993	145.800	2.7%	2.7%	(5 % for Cook)	1994	1995
1994	149.700	2.7%	2.7%		1995	1996
1995	153.500	2.5%	2.5%		1996	1997
1996	158.960	3.6%	3.6%		1997	1998
1997	161.300	1.5%	1.5%		1998	1999
1998	163.900	1.6%	1.6%		1999	2000
1999	168.300	2.7%	2.7%		2000	2001
2000	174.000	3.4%	3.4%		2001	2002
2001	176.700	1.6%	1.6%		2002	2003
2002	180.900	2.4%	2.4%		2003	2004
2003	184.300	1.9%	1.9%		2004	2005
2004	190.300	3.3%	3.3%		2005	2006
2005	196.800	3.4%	3.4%		2006	2007
2006	201.800	2.5%	2.5%		2007	2008
2007	210.036	4.08%	4.1%		2008	2009
2008	210.228	0.1%	0.1%		2009	2010
2009	215.949	2.7%	2.7%		2010	2011
2010	219.179	1.5%	1.5%		2011	2012
2011	225.672	3.0%	3.0%		2012	2013
2012	229.601	1.7%	1.7%		2013	2014
2013	233.049	1.5%	1.5%		2014	2015
2014	234.812	0.8%	0.8%		2015	2016
2015	236.525	0.7%	0.7%		2016	2017
2016	241.432	2.1%	2.1%		2017	2018
2017	246.524	2.1%	2.1%		2018	2019
2018	251.233	1.9%	1.9%		2019	2020
2019	256.974	2.3%	2.3%		2020	2021
2020	260.474	1.4%	1.4%		2021	2022
2021	278.802	7.0%	5.0%		2022	2023
2022	296.797	6.5%	5.0%		2023	2024
2023	306.746	3.4%	3.4%		2024	2025
2024	315.605	2.9%	2.9%		2025	2026

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Facsimile: (217) 782-9932

PTELL – CPI for 2025 Extensions - Property Taxes Payable 2026

TO: County Assessors, Clerks and Tax Extenders in Counties Containing Taxing Districts Subject to the Property Tax Extension Limitation Law (PTELL)

FROM: Brad Kriener
Property Tax Division

DATE: 1/15/25

SUBJECT: CPI Change for 2025 Extensions (for property taxes payable in 2026) for Taxing Districts Subject to PTELL

The Consumer Price Index (CPI) "cost of living" or inflation percentage to use in computing the 2025 extensions (taxes payable in 2026) under PTELL is 2.9%

Section 18-185 of the Property Tax Code defines CPI as "the Consumer Price Index for All Urban Consumers for all items published by the United States Department of Labor." This index is sometimes referred to as CPI-U. Section 18-185 defines "extension limitation" and “debt service extension base” as "...the lesser of 5% or the percentage increase in the Consumer Price Index during the 12-month calendar year preceding the levy year..." (emphasis added).

For 2025 extensions (taxes payable in 2026), the CPI to be used for computing the extension limitation and debt service extension base is 2.9%. The CPI is measured from December 2023 to December 2024. The U.S. City Average CPI for December 2023 was 306.746 and 315.605 for December 2024. The CPI change is calculated by subtracting the 2023 CPI from the 2024 CPI. The amount is then divided by the 2023 CPI which results in 2.9% CPI. (315.605 – 306.746)/306.746 = 2.9%. The Statute indicates the lesser of 5% or the actual percentage increase, in this case 2.9% is the lesser amount.

Information on PTELL may be accessed through the department’s web site at tax.illinois.gov under the "Property Tax" link and the "Property Tax Extension Limitation Law (PTELL)" link under the “General Information and Resources” heading.

If you have any questions concerning the change in the consumer price index (CPI), please contact us at REV.PropertyTax@Illinois.gov.

Printed by the authority of the State of Illinois, electronic only, one copy.

Tax Year: 2024

Tax Computation Report
Kendall County

Exhibit E

04/09/2025 08:00:53 AM

Taxing District VCYV - CITY OF YORKVILLE

Equalization Factor 1.000000

Property Type	Total EAV	Rate Setting EAV
Farm	6,857,723	6,857,723
Residential	808,161,531	802,816,701
Commercial	97,395,871	91,833,842
Industrial	17,242,552	17,240,090
Mineral	0	0
State Railroad	125,091	125,091
Local Railroad	0	0
County Total	**929,782,768**	**918,873,447**
Total + Overlap	**929,782,768**	**918,873,447**

PTELL Values	
Annexation EAV	371,997
Disconnection EAV	0
Recovered TIF EAV	0
Agg. Ext. Base (2023)	3,880,967
Limiting Rate	0.45562
% of Burden	0.00%
TIF Increment	10,909,321
New Property	37,736,166
New Property (Overlap)	0
Total New Property	**37,736,166**

Road and Bridge Transfer

Road District	Fund	Amount Extended
TTBRRD - BRISTOL ROAD DISTRI	999	$61,023.95
TTKERD - KENDALL ROAD DISTR	999	$69,170.93
Total		**$130,194.88**

Fund/Name	Levy Request	Max. Rate	Calc. Rate	Actual Rate	Non-PTELL Extension	PTELL Factor	Limited Rate	% Burden Rate	Kendall County Total Extension	Percent
** 001 CORPORATE	984,792	0.43750	0.107174	0.10718	$984,848.56	1.00000	0.10718	0.00000	$984,848.56	24.2774
003 BONDS & INTEREST	0	0.00000	0.000000	0.00000	$0.00	1.00000	0.00000	0.00000	$0.00	0.0000
** 005 I.M.R.F.	100,000	0.00000	0.010883	0.01089	$100,065.32	1.00000	0.01089	0.00000	$100,065.32	2.4667
** 014 POLICE PROTECTION	1,280,665	0.60000	0.139373	0.13938	$1,280,725.81	1.00000	0.13938	0.00000	$1,280,725.81	31.5711
** 015 POLICE PENSION	1,465,973	0.00000	0.159540	0.15955	$1,466,062.58	1.00000	0.15955	0.00000	$1,466,062.58	36.1398
** 027 AUDIT	30,000	0.00000	0.003265	0.00327	$30,047.16	1.00000	0.00327	0.00000	$30,047.16	0.7407
** 035 LIABILITY INSURANCE	40,000	0.00000	0.004353	0.00436	$40,062.88	1.00000	0.00436	0.00000	$40,062.88	0.9876
** 047 SOC SEC	150,000	0.00000	0.016324	0.01633	$150,052.03	1.00000	0.01633	0.00000	$150,052.03	3.6989
** 048 SCHOOL CROSS GUARD	0	0.02000	0.000000	0.00000	$0.00	1.00000	0.00000	0.00000	$0.00	0.0000
200 REVENUE RECAPTURE	4,762	0.00000	0.000518	0.00052	$4,778.14	1.00000	0.00052	0.00000	$4,778.14	0.1178
** 999 ROAD & BRIDGE TRANSFI	0	0.00000	0.000000	0.00000	$0.00	1.00000	0.00000	0.00000	$0.00	0.0000
Totals (Capped)	**4,051,430**		**0.440912**	**0.44096**	**$4,051,864.34**		**0.44096**	**0.00000**	**$4,051,864.34**	**99.8822**
Totals (Not Capped)	**4,762**		**0.000518**	**0.00052**	**$4,778.14**		**0.00052**	**0.00000**	**$4,778.14**	**0.1178**
Totals (All)	**4,056,192**		**0.441430**	**0.44148**	**$4,056,642.48**		**0.44148**	**0.00000**	**$4,056,642.48**	**100.0000**

*** Subject to PTELL*

I agree with the above figures

Signature

Taxing District VCYV - CITY OF YORKVILLE

Taxing Body

Title: Finance Director

E-Mail Address: rfrederickson@yorkville.il.us

Phone Number: 630 553 8534

Fax Number: 630 553 7575

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JHANNA

Tax Year: 2024

Tax Computation Report
Kendall County

Exhibit E - continued

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Taxing District LYYV - YORKVILLE LIBRARY

Equalization Factor 1.000000

Property Type	Total EAV	Rate Setting EAV
Farm	6,622,851	6,622,851
Residential	808,161,531	802,816,701
Commercial	97,395,871	91,833,842
Industrial	17,242,552	17,240,090
Mineral	0	0
State Railroad	125,091	125,091
Local Railroad	0	0
County Total	**929,547,896**	**918,638,575**
Total + Overlap	**929,547,896**	**918,638,575**

PTELL Values	
Annexation EAV	164,565
Disconnection EAV	0
Recovered TIF EAV	0
Agg. Ext. Base (2023)	989,531
Limiting Rate	0.11617
% of Burden	0.00%
TIF Increment	10,909,321
New Property	37,736,166
New Property (Overlap)	0
Total New Property	**37,736,166**

Fund/Name	Levy Request	Max. Rate	Calc. Rate	Actual Rate	Non-PTELL Extension	PTELL Factor	Limited Rate	% Burden Rate	Kendall County Total Extension	Percent
003 BONDS & INTEREST	0	0.00000	0.000000	0.00000	$0.00	1.00000	0.00000	0.00000	$0.00	0.0000
** 016 LIBRARY	1,377,422	0.15000	0.149942	0.14995	$1,377,498.54	0.77473	0.11617	0.00000	$1,067,182.43	99.7853
200 REVENUE RECAPTURE	2,274	0.00000	0.000248	0.00025	$2,296.60	1.00000	0.00025	0.00000	$2,296.60	0.2147
Totals (Capped)	**1,377,422**		**0.149942**	**0.14995**	**$1,377,498.54**		**0.11617**	**0.00000**	**$1,067,182.43**	**99.7853**
Totals (Not Capped)	**2,274**		**0.000248**	**0.00025**	**$2,296.60**		**0.00025**	**0.00000**	**$2,296.60**	**0.2147**
Totals (All)	**1,379,696**		**0.150190**	**0.15020**	**$1,379,795.14**		**0.11642**	**0.00000**	**$1,069,479.03**	**100.0000**

*** Subject to PTELL*

I agree with the above figures

Signature

Taxing District LYYV - YORKVILLE LIBRARY

Taxing Body

Title: Finance Director

E-Mail Address: rfredrickson@yorkville.il.us

Phone Number: 630-553-8534

Fax Number: 630-553-7575

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JHANNA

Exhibit F

Actuarial Valuation

City of Yorkville
Yorkville Police Pension Fund

As of May 1, 2025
For the Year Ending April 30, 2026

MWM Consulting Group
Taking Measure of Tomorrow

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Section 1 - Summary of Principal Valuation Results

MWM Consulting Group was retained to prepare an actuarial valuation as of May 1, 2025 for the Yorkville Police Pension Fund. The purpose of the actuarial valuation was to determine the financial position and the annual actuarial requirements of the pension fund under Illinois statute 40 ILCS 5/3, Section 125, and to develop a recommended minimum contribution amount.

For quick reference, some of the key results of the valuation, along with selected financial and demographic information for the year ending April 30, 2026 are summarized in this overview section along with (for comparison) the results from the prior year.

CONTRIBUTIONS

The plan sponsor must contribute at least the statutorily required minimum contribution under Illinois statutes equal to the normal cost plus the amount necessary to amortize the unfunded accrued liability such that by 2040, the liabilities will be 90% funded.

Other contribution amounts are shown including Funding Policy Contribution and the contribution required to prevent negative funding.

Item	Current Valuation as of 5/1/2025	Prior Year Valuation as of 5/1/2024
Contribution Required To Prevent Negative Funding	$1,308,815 (39.1%)	$1,287,945 (41.0%)
Actuarially Determined Funding Policy Contribution	$1,540,029 (46.1%)	$1,465,973 (46.7%)
Statutory Minimum Contribution per 40 ILCS 5/3 Section 125	$1,258,840 (37.7%)	$1,203,324 (38.3%)

() amounts expressed as a percentage of payroll

STATUTORY MINIMUM FUNDING COST ELEMENTS

Illinois statutes require employers to contribute at least the amount necessary such that assets will equal at least 90% of the accrued liability by 2040. The minimum amount is determined under the Projected Unit Credit funding method, with smoothed assets, and is equal to the normal cost plus the amortization amount. The absolute minimum statutory contribution is determined and separately provided by the Pension Board.

Item	Current Valuation as of 5/1/2025	Prior Year Valuation as of 5/1/2024
Accrued Liability	$ 29,900,397	$ 28,327,590
Market Value of Assets	$ 18,691,248	$ 16,897,571
Actuarial (Smoothed) Value of Assets	$ 18,816,164	$ 17,378,743
Normal Cost (employer)	$ 480,885	$ 460,878
Amortization Amount	$ 674,081	$ 643,370
Statutory Minimum Contribution	$ 1,258,840	$ 1,203,324

FUNDING POLICY CONTRIBUTION COST ELEMENTS

The funding policy contribution amount is determined under the Entry Age Normal funding method, with smoothed assets, and is equal to the normal cost plus the amortization amount. 100% of the unfunded liability is amortized as a level percentage of pay on a closed basis over 15 years.

Item	Current Valuation as of 5/1/2025	Prior Year Valuation as of 5/1/2024
Accrued Liability	$ 30,915,800	$ 29,391,468
Market Value of Assets	$ 18,691,248	$ 16,897,571
Actuarial (Smoothed) Value of Assets	$ 18,816,164	$ 17,378,743
Normal Cost (employer)	$ 410,106	$ 397,454
Amortization Amount	$ 1,007,653	$ 952,260
Actuarially Determined Funding Policy Contribution	$ 1,540,029	$ 1,465,973

AMOUNT REQUIRED TO AVOID NEGATIVE FUNDING

The statutory minimum contribution amortization amount is based upon a percentage of increasing payroll and, in the early years of funding, may not be sufficient to cover the interest cost on the unfunded liability. In order to avoid an increase in the unfunded liability (known as negative funding), the minimum amortization amount must be adjusted to be at least equal to the interest on the unfunded liability. The amount shown in the table as "Contribution to Avoid Negative Funding" provides for interest on 100% of the unfunded liability.

Item	Current Valuation as of 5/1/2025	Prior Year Valuation as of 5/1/2024
Accrued Liability	$ 30,915,800	$ 29,391,468
Market Value of Assets	$ 18,691,248	$ 16,897,571
Actuarial (Smoothed) Value of Assets	$ 18,816,164	$ 17,378,743
Normal Cost (employer)	$ 410,106	$ 397,454
Amortization Amount	$ 846,975	$ 840,891
Amount of Contribution Needed to Avoid Negative Funding	$ 1,308,815	$ 1,287,945

FINANCIAL THUMBNAIL RATIOS

This chart summarizes traditional financial ratios as applied to the pension plan. This liquidity ratio relates the cash flow position of the Fund by comparing the investment income plus employer and employee contributions to the annual benefit payments. Maintaining a ratio well above 100% prevents the liquidation of assets to cover benefit payments. The increase in benefits paid over the years is generally a result of the maturing of the pension plan.

Coverage of the Accrued Liabilities by the Assets is the Coverage Ratio and is one indication of the long term funding progress of the plan.

Tests	5/1/2025 Valuation	5/1/2024 Valuation
Liquidity Ratio (based upon year ended)	214%	242%
Coverage Ratio (Market Value Assets)	60.46%	57.49%
Annual Benefit Payments (expected)	$ 1,253,052	$ 1,151,062
Annual Contributions (expected)		
Members	$ 328,949	$ 311,122
City	$ 1,540,029	$ 1,465,973

PLAN MATURITY MEASURES

This chart includes financial relationship measures which are meant to help understand the risks associated with the plan.

The ratio of Market Value of Assets to Active Payroll is measure of volatility risk associated with asset losses. The higher the ratio, the greater the volatility in contribution risks.

The Ratio of Accrued Liability to Payroll is a measure of the volatility risk associated with assumption or other changes in liabilities. The higher the ratio, the greater the volatility in contribution risks.

The Ratio of retired life actuarial accrued liability to total actuarial accrued liability is a measure of the maturity of the Plan. A mature plan will have a ratio above 60%.

The Support Ratio (Actives: Retirees). A number less than 1 indicates a more mature plan.

Tests	5/1/2025 Valuation	5/1/2024 Valuation
Ratio of Market Value of Assets to Active Participant Payroll is a measure of volatility risk associated with asset losses	5.59	5.38
Ratio of Accrued Liability to Payroll is a measure of volatility risk associated with changes in assumptions	9.25	9.36
Ratio of retired life Actuarial Accrued Liability to total Actuarial Accrued Liability	0.60	0.62
Percentage of Contributions less Benefit Payments to Market Value of Assets	3.71%	4.71%
Ratio of Benefit Payments to Contributions	0.64	0.59
Support Ratio: Ratio of Active Participants to Retired Participants	1.57	1.65

PARTICIPANT DATA SUMMARY

The Actuarial Valuation takes into account demographic and benefit information for active employees, vested former employees, and retired pensioners and beneficiaries. The statistics for the past two years are compared in the chart.

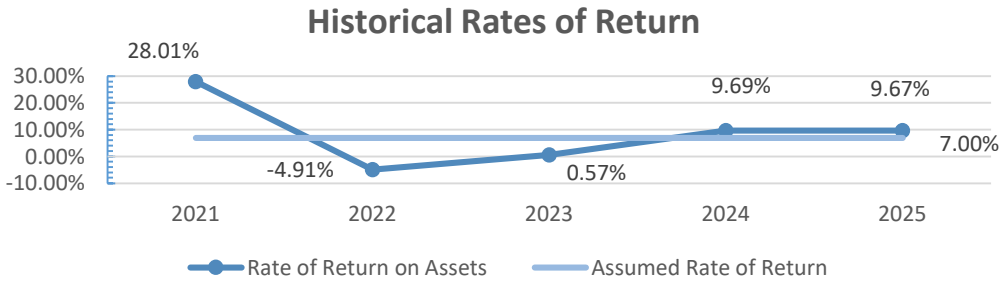
Item	Current Year Valuation as of 5/1/2025			Prior Year Valuation as of 5/1/2024		
	Tier 1	Tier 2	Total	Tier 1	Tier 2	Total
Active Members						
Vested	11	5	16	12	5	17
Non-Vested	0	17	17	0	16	16
Total Active	11	22	33	12	21	33
Terminated entitled to future benefits	3	4	7	3	3	6
Retired	14	0	14	14	0	14
Surviving Spouse	0	0	0	0	0	0
Minor Dependent	0	0	0	0	0	0
Disabled	0	0	0	0	0	0
Total	28	26	54	29	24	53

Significant Events, Disclosure Risks and Issues Influencing Valuation Results

Actuarial valuations are snapshot calculations which incorporate and reflect the experience and events of the past year such as changes in the demographics of the plan participants, gains and losses in the plan assets, changes in actuarial assumptions about future experience and outside influences such as legislation. Some of the more significant issues affecting the Plan's contribution level are described here.

Asset Performance for yearend 4/30/2025

The approximate 9.67% return (not time weighted) on net assets was above the actuarial assumption of 7.00% in effect for the 2024/2025 year.



Gain and Loss Analysis

For the year ending 4/30/2025, the fund experienced an investment gain of $453,561 on a Market Value basis as the actual investment return was above the 7.00% assumption in effect from the year. In addition, there was an experience loss on the Actuarial Accrued Liability of $328,063 as the actual liability at 5/1/2025 increased by more than was expected based on the prior year participant census and actuarial valuation results.

Change in Assumptions

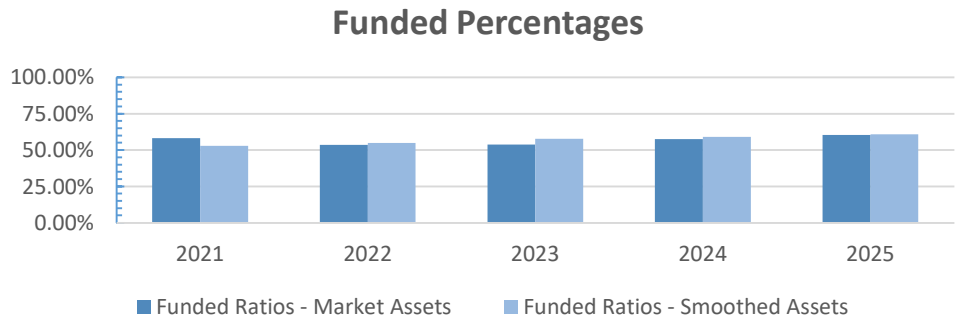
None

Funded Status

The funded ratio measurement presented in the Actuarial Valuation Report for the Fund is the ratio of the actuarial value of fund assets available for benefits compared to the actuarial accrued liability. By monitoring changes in the funding ratio each year, one can determine whether or not funding progress is being made. Please understand that:

- The funded ratio measurement is dependent upon the actuarial cost method which, in combination with the plan's amortization policy, affects the timing and amounts of future contributions. The amounts of future contributions will most certainly differ from those assumed in this report due to future actual experience differing from assumed experience based upon the actuarial assumptions. Attainment of a funded status measurement in the Actuarial Valuation of 90% or 100% is not synonymous with no required future annual contributions. Even if the funded status attained is 100%, the plan would still require future normal cost contributions (i.e., contributions to cover the annual cost of the active membership accruing an additional year of service credit).

• The funded ratio measurement is a different result depending upon whether the market value of assets or the actuarial value of assets is used.



Employer Contributions

The employer contribution is expected to be paid according to the funding policy, which exceeds the required statutory minimum amount. An additional funding contribution amount is included which determines the amount necessary to prevent negative funding.

Assuming the Funding Policy Contributions are received (and the actuarial assumptions are met) each year through 2040, the Fund's funded ratio is projected to increase to 100% by 2040. If only the Minimum Statutory contributions are made, the Fund's funded ratio would be projected to increase to 90% by 2040 and would require steeper contributions in years closer to 2040.

The ability of the fund to reach 100% is heavily dependent on the City contributing the Funding Policy Employer Contribution each and every year. Actuarial standards do not require the actuary to evaluate the ability of the City or other contributing entity to make such required contributions to the Fund when due. Such an evaluation is not within the actuary's domain of expertise. Consequently, the actuary performed no such evaluation.

The articulated Funding Policy amortizes 100% the unfunded amount based upon a level percentage of pay. The statutory funding required amortization method develops dollar amounts which also increase as payroll increases. The dollar amounts towards the end of the closed amortization period are necessarily much larger, and if payroll does not increase as expected, the amortization amount can dramatically increase the contribution as a percentage of payroll.

Negative Funding

Since the Funding Policy percentage of payroll amortization (end of year) is greater than the negative funding amount, at this point, the dollar value of the interest on the unfunded liability is covered.

Pension Valuations and Risks

Actuarial Standards of Practice (ASOP No. 51), states that the actuary should identify risks that, in the actuary's professional judgment, may reasonably be anticipated to significantly affect future financial condition. Actuarial valuation results are developed based upon a single set of assumptions and a "snapshot" of the participant census and financial data as of the valuation date. The actuarial valuation represents an estimated forecast. The actual cost will be determined by the benefits and expenses paid, as they develop through the future experience of the participants and invested assets. There is a risk that emerging results may differ significantly as actual experience proves to be different from what is projected based on the current assumptions.

MWM has not been engaged to perform a detailed analysis of the potential range of the impact of risks relative to the Fund's future financial condition but included below is a description of some of the funding related risks that could significantly affect the Fund.

- Investment Risk – Investment performance may create volatility in the funded status as well as future contributions. A gain or loss in asset value would directly affect the unfunded liability shortfall and funded status, either positively or negatively, depending upon whether the change is a gain or loss.

- Longevity and Demographic Risk – Longevity and other demographic risks are the possibility that actual demographic experience differs from the actuarial assumptions. For example, if participants live longer than projected by the mortality assumption, it will create an actuarial experience loss and increase liability.

Low-Default-Risk Obligation Measure

The pension plan invests in a diversified portfolio with the objective of maximizing investment returns at a reasonable level of risk. The potential for investment returns to be different than expected is a key risk for the plan. Reducing the plan's investment risk by investing solely in bonds, however, would also likely reduce the plan's investment returns thereby increasing the amount of contributions needed over the long term.

The Low-Default-Risk Obligation Measure (LDROM) represents what the funding liability would be if the plan invested its assets solely in a portfolio of high-quality bonds whose cash flows approximately match future benefit payments. Consequently, the difference between the plan's Actuarial Accrued Liability and the LDROM can be thought of as representing the expected taxpayer savings from investing in the plan's diversified portfolio compared to investing only in high-quality bonds.

Item	5/1/2025 Valuation
Low-Default-Risk Obligation	$ 37,722,821
Actuarial Accrued Liability	$ 30,915,800

The LDROM helps understand the cost of investing in an all-bond portfolio and significantly lowering expected long-term investment returns. The funded status and Actuarially Determined Contributions are determined using the expected return on assets which reflects the actual investment portfolio. Benefit security for members of the plan relies on a combination of the assets in the plan, the investment returns generated on those assets, and the promise of future contributions from the plan sponsors.

Since the assets are not invested in an all-bond portfolio, the LDROM does not indicate the funding status or progress, nor provide information on necessary plan contributions or the security of participant benefits. The difference between the plan's Actuarial Accrued Liability and the LDROM can be thought of as representing the expected taxpayer savings from investing in the plan's diversified portfolio compared to investing only in high-quality bonds.

Valuation Model

MWM valuation results are developed using actuarial modeling software named "ProVal" which is licensed from Winklevoss technologies. This software is widely considered to be the premier actuarial valuation software and is licensed by many of the largest actuarial firms. The actuarial valuation model generates a comprehensive set of liability and cost calculations that are presented to meet regulatory, legislative and client requirements. The actuarial team programs the assumptions and the plan provisions, validates the models, and reviews test lives and results.

ACTUARIAL CERTIFICATION

This is to certify that MWM Consulting Group has prepared an Actuarial Valuation of the Plan as of May 1, 2025 for the purposes of determining statutory contribution requirements for the Fund in accordance with the requirements of 40 ILCS 5/3, Section 125, of determining the funding policy contribution amount (the Actuarially Determined Contribution), under the assumptions detailed in this report. The absolute minimum statutory contribution is determined and separately provided by the Pension Board. The funding policy is selected by the City. The contributions determined are net of contributions made by active member police officers during the year.

The results shown in this report have been calculated under the supervisions of a qualified Actuary as defined in appropriate State statutes. All results are based upon demographic data submitted by the Fund / City, financial data submitted by the Fund, applications of actuarial assumptions, and generally accepted actuarial methods.

This valuation report has been prepared at the request of City of Yorkville to assist in administering the Plan and meeting specified financial and accounting requirements. This valuation report may not otherwise be copied or reproduced in any form without the consent of the Fund sponsor and may only be provided to other parties in its entirety. The information and valuation results shown in this report are prepared with reliance upon information and data provided to us, which we believe to the best of our knowledge to be complete and accurate and include:

- Employee census data submitted by the City of Yorkville. This data was not audited by us but appears to be consistent with prior information, and sufficient and reliable for purposes of this report.
- Financial data submitted by the City of Yorkville.

The measurements shown in this actuarial valuation may not be applicable for other purposes. Actuarial valuations involve calculations that require assumptions about future events. Certain of the assumptions or methods are mandated for specific purposes. Future actuarial measurements may differ significantly from the current measurements presented in the report due to such factors as experience that deviates from the assumptions, changes in assumptions, increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contributions based on the Plan's funded status) and changes in plan provisions or applicable law. This report does not include an analysis of the potential range of such future measurements.

We believe the assumptions and methods used are within the range of possible assumptions that are reasonable and appropriate for the purposes for which they have been used. In our opinion, all methods, assumptions and calculations are in accordance with requirements and the procedures followed and presentation of results are in conformity with generally accepted actuarial principles and practices. The undersigned actuaries meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. There is no relationship between the City of Yorkville and MWM Consulting Group that impacts our objectivity. I certify that the results presented in this report are accurate and correct to the best of my knowledge.

MWM CONSULTING GROUP

Kathleen E Manning, FSA, EA, FCA, MAAA Managing Principal & Consulting Actuary	Kyle Bang, FSA, EA, FCA, MAAA Consulting Actuary	9/23/2025 Date

SECTION 3 - FINANCIAL AND ACTUARIAL EXHIBITS

Exhibit 1 - Statement of Market Value of Assets

Item	Plan Year Ending 4/30/2025	Plan Year Ending 4/30/2024
1. Investments at Fair Value:		
a. Cash and Cash Equivalents	$ 213,678	$ 51,183
b. Money Market Mutual Funds	0	0
c. Municipal and Corporate Bonds	0	0
d. Certificates of Deposit	0	0
e. US Government and Agency Bonds	0	0
f. Common and Preferred Stocks	0	0
g. Mutual Funds	0	0
h. Pooled Investment Accounts	18,477,570	16,846,388
i. Accrued Interest and Receivables	0	0
j. Other	0	0
k. Subtotal Assets (a + b + c + d + e + f + g + h + i + j)	$ 18,691,248	$ 16,897,571
2. Liabilities:		
a. Expenses Payable	$ 0	$ 0
b. Liability for benefits due and unpaid	0	0
c. Other Liabilities	0	0
d. Total Liabilities	$ 0	$ 0
3. Net Market Value of Assets Available for Benefits: (1k – 2d)	$ 18,691,248	$ 16,897,571

Exhibit 2 - Statement of Change in Net Assets

Item	Plan Year Ending	
	4/30/2025	4/30/2024
Additions		
Contributions		
Employer	$ 1,386,285	$ 1,378,837
Plan Member	335,686	362,223
Other	0	0
Total Contributions	$ 1,721,971	$ 1,741,060
Investment Income		
Realized and Unrealized Gains/(Losses)	$ 1,221,395	$ 0
Interest	10,520	34,160
Dividends	0	0
Income from Investment Pools	421,510	1,450,787
Other Income	50	50
Investment Expenses	(11,765)	(10,647)
Net Investment Income	1,641,710	1,474,350
Total additions	$ 3,363,681	$ 3,215,410
Deductions		
Benefits	$ 1,095,496	$ 1,033,605
Refunds and Transfers	464,658	276,529
Administrative Expenses	9,850	18,752
Total deductions	$ 1,570,004	$ 1,328,886
Total increase (decrease)	$ 1,793,677	$ 1,886,524
Net Market Value of Assets Available for Benefits:		
Beginning of year	$ 16,897,571	$ 15,011,047
End of year	$ 18,691,248	$ 16,897,571

Exhibit 3 - Actuarial Value of Assets

Under 40 ILCS 5/3, the statutory minimum required contribution is to be determined based upon **Actuarial Value of Assets**, which are asset values which have been smoothed over a five-year period, beginning with the year 2011. The **Actuarial Value of Assets** has been calculated below based upon the market value of assets at May 1, 2025 with adjustments for the preceding year's gains/losses, which are reflected at the rate of 20% per year.

1. Expected Return on Assets	
a. Market Value of Assets as of Beginning of Year	$ 16,897,571
b. Income and Disbursements During the year	
i. Contributions Received (weighted 50%)	$ 860,986
ii. Benefit Payments and Expenses (weighted 50%)	785,002
iii. Weighted net income (other than investment income) (i) – (ii)	75,984
c. Market Value adjusted for income and disbursements	$ 16,973,555
d. Expected Return on Assets at assumed rate of 7.00%	**$ 1,188,149**
2. Actual Return on Assets for year	
a. Market Value of Assets (Beginning of Year)	$ 16,897,571
b. Income (less investment income)	1,721,971
c. Disbursements	1,570,004
d. Market Value of Assets (End of Year)	18,691,248
e. Actual Return on Assets (d) – (a) – (b) + (c)	1,641,710
f. Investment Gain/(Loss) for year: 2(e) - 1(d)	**$ 453,561**
3. Actuarial Value of Assets	
a. Market Value of Assets as of End of Year	$ 18,691,248
b. Deferred Investment gains/(losses)	
i. 80% of 2025 gain of $453,561	(362,849)
ii. 60% of 2024 gain of $409,151	(245,491)
iii. 40% of 2023 loss of $(946,229)	378,492
iv. 20% of 2022 loss of $(1,773,822)	354,764
v. Total	124,916
c. Actuarial Value of Assets for statutory funding 3(a) + 3(b)(v)	**$ 18,816,164**

The chart below shows the comparison of smoothed to market assets over the past five years

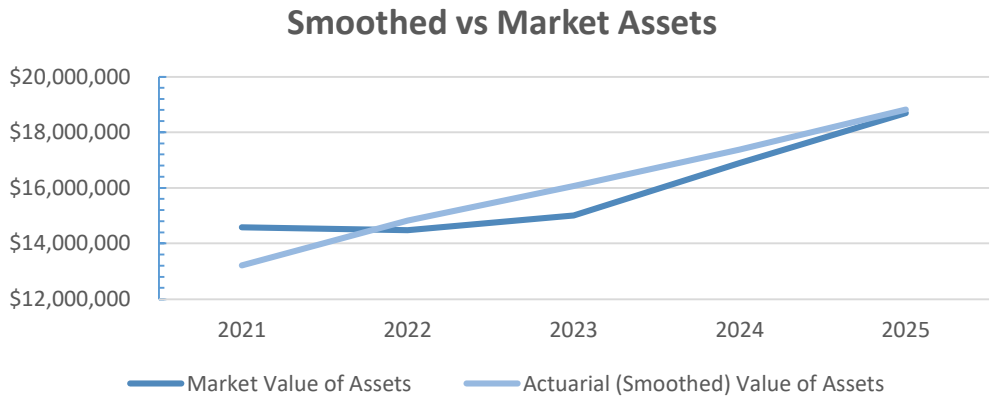


Exhibit 4 - Determination of the Statutory Minimum Required Contribution

Under 40 ILCS 5/3, the statutory minimum required contribution is to be determined based upon the Projected Unit Credit actuarial funding method, where the unfunded liability is amortized such that 90% of the liability will be funded as of 2040. Under the statute, 90% of the unfunded liability is to be amortized as a level percentage of payroll over the period through 2040. The mandated funding method, the Projected Unit Credit funding method, requires the annual cost of the plan to be developed in two parts: that attributable to benefits allocated to the current year (the normal cost); and that allocated to benefits attributable to prior service (the accrued liability). In accordance with legislation enacted in 2020, the statutory minimum contribution for tax levy purposes as calculated and provided by the Pension Board will be the absolute minimum contribution amount. The calculation below is provided based upon the statutory requirements for the minimum and the assumptions summarized in Section 5 of this report.

Funding Elements for 40 ILCS 5/3

	Present Value of Benefits as of 5/1/2025	Projected Unit Credit (PUC) Normal Cost as of 5/1/2025	PUC Actuarial Accrued Liability as of 5/1/2025
1. Active Officers:			
a) Normal & Early Retirement	$ 16,921,899	$ 633,965	$ 9,753,900
b) Vested Withdrawal	1,060,267	68,016	659,995
c) Pre-Retirement Death	171,714	10,022	98,192
d) Disability	1,755,509	97,831	951,467
e) Total Active Police Officers	$ 19,909,389	$ 809,834	$ 11,463,554
2. Inactive Police Officers and Survivors:			
a) Normal Retirees	$ 17,811,242		$ 17,811,242
b) Widows (survivors)	0		0
c) Deferred Vested	625,601		625,601
d) Disabled	0		0
e) Total - Nonactive	$ 18,436,843		$ 18,436,843
3. Total – All	$ 38,346,232		$ 29,900,397

Minimum Statutory Contribution under 40 ILCS 5/3

Item	Amount
1. Annual Payroll	$ 3,343,214
2. Normal Cost (net of employee/member contributions)	480,885
3. Employee Contributions (expected)	328,949
4. Funding Actuarial Liability	29,900,397
5. 90% of Funding Actuarial Liability	26,910,357
6. Actuarial Value of Assets (Exhibit 3)	18,816,164
7. Unfunded Actuarial Balance	8,094,193
8. Amortization of Unfunded Balance over 15 years as a level percentage of payroll	674,081
9. Interest on (2), (3) and (8)	103,874
10. Minimum statutory tax levy contribution per 40 ILCS 5/3 – (2) + (8) + (9)	**$1,258,840 (37.7%)**

*() amount as a percent of payroll

Exhibit 5 - Determination of the Funding Policy Contribution

The Tax Levy amount based upon the articulated funding policy is the actuarially determined contribution, rather than the amount determined as the minimum under 40 ILCS 5/3. The funding policy contribution is developed below, based upon the Entry Age Normal Funding Method, with 100% of the unfunded accrued liability amortized as a level percentage of payroll over the 15 years through FYE 2040. The contribution is then the sum of the Normal Cost (developed under the entry age method,) plus the amortization payment. Also shown is the contribution amount necessary to prevent negative funding.

Funding Elements for Funding Policy Contribution

	Present Value of Benefits as of 5/1/2025	Entry Age Normal Cost as of 5/1/2025	Entry Age Accrued Liability as of 5/1/2025
1. Active Officers:			
a) Normal & Early Retirement	$ 16,921,899	$ 545,268	$ 11,511,272
b) Vested Withdrawal	1,060,267	71,513	310,532
c) Pre-Retirement Death	171,714	10,512	63,013
d) Disability	1,755,509	111,762	594,140
e) Total Active Police Officers	$ 19,909,389	$ 739,055	$ 12,478,957
2. Inactive Police Officers and Survivors:			
a) Normal Retirees	$ 17,811,242		$ 17,811,242
b) Widows (survivors)	0		0
c) Deferred Vested	625,601		625,601
d) Disabled	0		0
e) Total - Nonactive	$ 18,436,843		$ 18,436,843
3. Total – All	$ 38,346,232		$ 30,915,800

Actuarially Determined Funding Policy Contribution for Tax Levy

Item	Amount
1. Normal Cost (net of employee/member contributions)	$ 410,106
2. Employee Contributions (expected)	328,949
3. Funding Actuarial Liability	30,915,800
4. 100% of Funding Actuarial Liability	30,915,800
5. Actuarial Value of Assets (Exhibit 3)	18,816,164
6. Unfunded Actuarial Balance	12,099,636
7. Amortization of Unfunded Balance over 15 years as a level percentage of payroll	1,007,653
8. Interest on (1), (2) and (7)	122,270
9. Actuarially Determined Funding Policy Contribution for Tax Levy (1) + (7) + (8)	**$1,540,029 (46.1%)**

Exhibit 6 - Contribution Necessary to Prevent Negative Funding

Item	Amount
1. Normal Cost (net of employee/member contributions)	$ 410,106
2. Employee Contributions (expected)	328,949
3. 100% of Funding Actuarial Liability	30,915,800
4. Actuarial Value of Assets (Exhibit 3)	18,816,164
5. Unfunded Actuarial Balance	12,099,636
6. Interest on Unfunded Liability	846,975
7. Interest on (1), (2)	51,734
8. Contribution Necessary to Prevent Negative Funding (1) + (6) + (7)	**$1,308,815 (39.1%)**

Exhibit 7 - Summary of Participant Data as of May 1, 2025

Participant Data

Item	As of 5/1/2025		
	Tier 1	Tier 2	Total
Active Members			
Vested	11	5	16
Non-Vested	0	17	17
Total Actives	11	22	33
Terminated Members entitled to future benefits	3	4	7
Retired Members	14	0	14
Surviving Spouses	0	0	0
Minor Dependents	0	0	0
Disabled Participants	0	0	0
Total	28	26	54

AGE AND SERVICE DISTRIBUTION AS OF MAY 1, 2025

Active Employee Participants

Age Group	Service									Total
	0 - 4	5 - 9	10 - 14	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40+	
Under 20										0
20 - 24	4									4
25 - 29	4	1								5
30 - 34	2	1								3
35 - 39		4	3							7
40 - 44				5						5
45 - 49			2	1	4					7
50 - 54					1					1
55 - 59		1								1
60 - 64										0
65 & Over										0
Total	**10**	**7**	**5**	**6**	**5**	**0**	**0**	**0**	**0**	**33**

Average Age:	37.4 years
Average Length of Service:	10.3 years

SECTION 4 - SUMMARY OF PRINCIPAL PLAN PROVISIONS

This summary provides a general description of the major eligibility and benefit provisions of the pension fund upon which this valuation has been based. It is not intended to be, nor should it be interpreted as, a complete statement of all provisions

Definitions

Tier 1 – For Police Officers first entering Article 3 prior to January 1, 2011

Tier 2 – For Police Officers first entering Article 3 after December 31, 2010

Police Officer (3-106): Any person appointed to the police force and sworn and commissioned to perform police duties.

Persons excluded from Fund (3-109): Part-time officers, special police officer, night watchmen, traffic guards, clerks and civilian employees of the department. Also, police officers who fail to pay the required fund contributions or who elect the Self-Managed Plan option.

Creditable Service (3-110): Time served by a police officer, excluding furloughs in excess of 30 days, but including leaves of absences for illness or accident and periods of disability where no disability pension payments have been received and also including up to 3 years during which disability payments have been received provided contributions are made.

Pension (3-111)

Normal Pension Age

Tier 1 - Age 50 with 20 or more years of creditable service.

Tier 2 - Age 55 with 10 or more years of creditable service.

Normal Pension Amount

Tier 1 - 50% of the greater of the annual salary held in the year preceding retirement or the annual salary held on the last day of service, plus 2½% of such annual salary for service from 20 to 30 year (maximum 25%)].

Tier 2 - 2½% of Final Average salary for each year of service. Final Average Salary is based on the highest consecutive 48 months of the final 60 months of service.

Early Retirement at age 50 with 10 or more years of service but with a penalty of ½% for each month prior to age 55.

Annual Salary capped at $106,800 increased yearly by the lesser of the Consumer Price Index- Urban (CPI-U) or 3%. The Salary cap for valuations beginning in 2025 is $141,408.

Minimum Monthly Benefit: $1,000

Maximum Benefit Percentage: 75% of salary

Termination Retirement Pension

Tier 1 - Separation of service prior to meeting retirement eligibility after completion of at least 8 years of creditable service.

Tier 2 - Separation of service prior to meeting retirement eligibility after completion of at least 10 years of creditable service.

Termination Pension Amount

Tier 1 - Commencing at age 60 (or age 50 if at least 20 years of creditable service at termination), 2½% of annual salary held on the last day of service times years of creditable service.

Tier 2 - Commencing at age 55 (or age 50 but with a penalty of ½% for each month prior to age 55), 2½% of Final Average Salary for each year of service. Final Average Salary is based on the highest consecutive 48 months of the final 60 months of service.

Pension Increase Non-Disabled

Tier 1 - 3% increase of the original pension amount after attainment of age 55 for each year elapsed since retirement, followed by an additional 3% of the original pension amount on each January 1 thereafter. Effective July 1, 1993, 3% of the amount of pension payable at the time of the increase including increases previously granted, rather than 3% of the originally granted pension amount.

Tier 2 - The lesser of ½ of the Consumer Price Index-Urban (CPI-U) or 3% increase of the original pension amount after attainment of age 60 and an additional such increase of the original pension amount on each January 1 thereafter.

Disabled

3% increase of the original pension amount after attainment of age 60 for each year he or she received pension payments, followed by an additional 3% of the original pension amount in each January 1 thereafter.

Pension to Survivors (3-112)

Death of Retired Member

Tier 1 - 100% of pension amount to surviving spouse (or dependent children).

Tier 2 - 66 2/3% of pension amount to surviving spouse (or dependent children), subject to the following increase: The lesser of ½ of the Consumer Price Index-Urban (CPI-U) or 3% increase of the original pension amount after attainment of age 60 and an additional such increase of the original pension amount on each January 1 thereafter.

Death While in Service (Not in line of duty)

With 20 years of creditable service, the pension amount earned as of the date of death.

With less than 20 years of creditable service, 50% of the salary attached to the rank for the year prior to the date of death.

Death in Line of Duty

100% of the salary attached to the rank for the last day of service year prior to date of death.

Minimum Survivor Pension

$1,000 per month to all surviving spouses.

Disability Pension - Line of Duty (3-114.1)

Eligibility

Suspension or retirement from police service due to sickness, accident or injury while on duty.

Pension

Greater of 65% of salary attached to rank at date of suspension or retirement and the retirement pension available. Minimum $1,000 per month.

Disability Pension - Not on Duty (3-114.2)

Eligibility

Suspension or retirement from police service for any cause other than while on duty.

Pension

50% of salary attached to rank at date of suspension or retirement. Minimum $1,000 per month.

Other Provisions

Refund (3-124)

At termination with less than 20 years of service, contributions are refunded upon request.

Contributions by Police Officers (3-125.1)

Beginning May 1, 2001, 9.91% of salary including longevity, but excluding overtime pay, holiday pay, bonus pay, merit pay or other cash benefit.

Actuarial Accrued Liability

See ***Entry Age Normal Cost*** *Method and* ***Projected Unit Credit Cost*** *Method.*

Actuarial Assumptions

The economic and demographic predictions used to estimate the present value of the plan's future obligations. They include estimates of investment earnings, salary increases, mortality, withdrawal and other related items. The *Actuarial Assumptions* are used in connection with the *Actuarial Cost Method* to allocate plan costs over the working lifetimes of plan participants.

Actuarial Cost Method

The method used to allocate the projected obligations of the plan over the working lifetimes of the plan participants. Also referred to as an *Actuarial Funding Method.*

Actuarial Funding Method

See *Actuarial Cost Method*

Actuarial Gain (Loss)

The excess of the actual *Unfunded Actuarial Accrued Liability* over the expected *Unfunded Actuarial Accrued Liability* represents an *Actuarial Loss.* If the expected *Unfunded Actuarial Accrued Liability* is greater, an *Actuarial Gain* has occurred.

Actuarial Present Value

The value of an amount or series of amounts payable or receivable at various times, determined as of a given date by the application of a particular set of *Actuarial Assumptions* .

Actuarial Value of Assets

The asset value derived by using the plan's *Asset Valuation Method.*

Asset Valuation Method

A valuation method designed to smooth random fluctuations in asset values. The objective underlying the use of an asset valuation method is to provide for the long-term stability of employer contributions.

Employee Retirement Income Security Act of 1974 (ERISA)

The primary federal legislative act establishing funding, participation, vesting, benefit accrual, reporting, and disclosure standards for pension and welfare plans.

Entry Age Normal Cost Method

One of the standard actuarial funding methods in which the *Present Value of Projected Plan Benefits* of each individual included in the *Actuarial Valuation* is allocated on a level basis over the earnings of the individual between entry age and assumed exit age(s). The portion of this *Actuarial Present Value* allocated to a valuation year is called the *Normal Cost* . The portion of this *Actuarial Present Value* not provided for at a valuation date by the *Actuarial Present Value* of future *Normal Costs* is called the *Actuarial Accrued Liability* .

Normal Cost

The portion of the *Present Value of Projected Plan Benefits* that is allocated to a particular plan year by the *Actuarial Cost Method* . See *Entry Age Normal Cost Method* for a description of the Normal Cost under the *Entry Age Normal Cost Method.* See *Projected Unit Credit Cost Method* for a description of the Normal Cost under the *Projected Unit Credit Cost Method.*

Present Value of Future Normal Costs

The present value of future normal costs determined based on the *Actuarial Cost Method* for the plan. Under the *Entry Age Normal Cost Method* , this amount is equal to the excess of the *Present Value of Projected Plan Benefits* over the sum of the *Actuarial Value of Assets* and *Unfunded Actuarial Accrued Liability.*

Present Value of Projected Plan Benefits

The present value of future plan benefits reflecting projected credited service and salaries. The present value is determined based on the plan's actuarial assumptions.

Projected Unit Credit Cost Method

One of the standard actuarial funding methods in which the *Present Value of Projected Plan Benefits* of each individual included in the *Actuarial Valuation* is allocated by a consistent formula to valuation years. The *Actuarial Present Value* allocated to a valuation year is called the *Normal Cost* . The *Actuarial Present Value* of benefits allocated to all periods prior to a valuation year is called the *Actuarial Accrued Liability* .

Unfunded Actuarial Accrued Liability

The excess of the *Actuarial Accrued Liability* over the *Actuarial Value of Assets.*

SECTION 5 - SUMMARY OF ACTUARIAL ASSUMPTIONS AND COST METHODS

Nature of Actuarial Calculations

The results documented in this report are estimates based on data that may be imperfect and on assumptions about future events, some of which are mandated assumptions. Certain provisions may be approximated or deemed immaterial and therefore are not valued. Assumptions may be made about participant data or other factors. A range of results, different from those presented in this report could be considered reasonable. The numbers are not rounded, but this is for convenience and should not imply precisions, which is not inherent in actuarial calculations.

Actuarial Assumption	Annual Actuarial Valuation Statutory Minimum	Annual Actuarial Valuation Funding Policy Amount for Tax Levy
Interest	7.00% per annum	7.00% per annum
Mortality	PubS-2010 base rates projected generationally with Scale MP2021. Rates (probability of death at each age) have been adjusted by a factor of 1.15 for healthy male retirees and female surviving spouses. Rates have been adjusted by a factor of 1.08 for disabled male retirees.	PubS-2010 base rates projected generationally with Scale MP2021. Rates (probability of death at each age) have been adjusted by a factor of 1.15 for healthy male retirees and female surviving spouses. Rates have been adjusted by a factor of 1.08 for disabled male retirees.
Retirement	Rates of retirement for all ages are: **Tier 1** Age 50: 20.00%; 51: 20.00%; 52: 20.00%; 53: 20.00%; 54: 20.00%; 55: 25.00%; 56: 25.00%; 57: 25.00%; 58: 25.00%; 59: 25.00%; 60: 25.00% Age 61: 25.00%; 62: 25.00%; 63: 33.00%; 64: 40.00%; 65: 100%; 66: 100%; 67: 100%; 68: 100%; 69: 100%; 70: 100% **Tier 2** Age 50: 5.00%; 51: 5.00%; 52: 5.00%; 53: 5.00%; 54: 5.00%; 55: 40.00%; 56: 25.00%; 57: 25.00%; 58: 25.00%; 59: 25.00%; 60: 25.00% Age 61: 25.00%; 62: 25.00%; 63: 33.00%; 64: 40.00%; 65: 100%; 66: 100%; 67: 100%; 68: 100%; 69: 100%; 70: 100%	Rates of retirement for all ages are: **Tier 1** Age 50: 20.00%; 51: 20.00%; 52: 20.00%; 53: 20.00%; 54: 20.00%; 55: 25.00%; 56: 25.00%; 57: 25.00%; 58: 25.00%; 59: 25.00%; 60: 25.00% Age 61: 25.00%; 62: 25.00%; 63: 33.00%; 64: 40.00%; 65: 100%; 66: 100%; 67: 100%; 68: 100%; 69: 100%; 70: 100% **Tier 2** Age 50: 5.00%; 51: 5.00%; 52: 5.00%; 53: 5.00%; 54: 5.00%; 55: 40.00%; 56: 25.00%; 57: 25.00%; 58: 25.00%; 59: 25.00%; 60: 25.00% Age 61: 25.00%; 62: 25.00%; 63: 33.00%; 64: 40.00%; 65: 100%; 66: 100%; 67: 100%; 68: 100%; 69: 100%; 70: 100%

Actuarial Assumption Item	Annual Actuarial Valuation Statutory Minimum	Annual Actuarial Valuation Funding Policy Amount for Tax Levy
Withdrawal	Rates of termination are based upon service. Sample rates for selected years of service are: Years of Service 0 13.00% 5 4.50% 10 2.25% 15 1.25% 20 1.25%	Rates of termination are based upon service. Sample rates for selected years of service are: Years of Service 0 13.00% 5 4.50% 10 2.25% 15 1.25% 20 1.25%
Disability	Rates of disability are based upon age only. Sample rates for selected ages are: Age 25 0.03% 40 0.40% 50 0.68% 55 0.86% *60% of disabilities are assumed to occur in the line of duty*	Rates of disability are based upon age only. Sample rates for selected ages are: Age 25 0.03% 40 0.40% 50 0.68% 55 0.86% *60% of disabilities are assumed to occur in the line of duty*
Salary Increase	Graded by service (11.00% initially to ultimate rate of 3.50%)	Graded by service (11.00% initially to ultimate rate of 3.50%)
Payroll Growth	3.50% per annum	3.50% per annum
Percentage Married	80% are married, females are assumed to be 3 years younger	80% are married, females are assumed to be 3 years younger
Asset Valuation Method	Assets are valued at fair market value and smoothed over five years, reflecting gains and losses at 20% per year.	Assets are valued at fair market value and smoothed over five years, reflecting gains and losses at 20% per year.
Actuarial Cost Methods	Projected Unit Credit Cost Method This is the mandated actuarial method to be used in determining the statutory contribution requirements and under PA 096-1495. This method determines the present value of projected benefits and prorates the projected benefit by service to date to determine the accrued liability. Amounts attributable to past service are amortized as a level percentage of pay with the goal of reaching 90% of the accrued liability by 2040.	Entry Age Normal Cost Method This method projects benefits from entry age to retirement age and attributes costs over total service, as a level percentage of pay. Amounts attributable to past service have been amortized over 15 years on a closed basis as a level percentage of pay.

Actuarial Assumption	Low-Default-Risk Obligation Measure
Interest	The discount rate used for the Low-Default-Risk Obligation Measure (LDROM) is **5.66%**. This is the single equivalent rate produced when discounting the expected future benefit payments to plan participants using yields derived from investment grade bonds as published in the FTSE Pension Discount Curve as of April 30, 2025.
Actuarial Cost Method	Entry Age Normal Cost Method
Other Assumptions	All other actuarial assumptions are identical to those used in calculating the Actuarial Accrued Liability for the Funding Policy contribution amount.

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 2025-74

Agenda Item Summary Memo

Title: Crooked Creek Drive Water Main Replacement

Meeting and Date: City Council – October 14, 2025

Synopsis: Emergency replacement of approximately 105' of water main on Crooked Creek Drive.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

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

Council Action Requested: Approval

Submitted by: 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: October 7, 2025
Subject: Crooked Creek Dr. Water Main Repair

Summary

A small section of water main on Crooked Creek Drive, in Wildwood I needs emergency repair. We have obtained a quote from Winninger Excavating in the amount of $92,920 to perform the work this year.

Background

Wildwood I subdivision water main was installed in 1988-1989 and has some problems that need to be addressed. Our main issue is the fact that we have had 3 water main breaks in this small area in the past decade, 2 of which were very large and lost a tremendous amount of water each. The last two main breaks occurred within days of each other and were caused by pipe that has deteriorated to the point that there are literally holes in it. I have attached a picture showing the clamps we had to place on the main to get it to stop leaking. In total, there were over 4' of water main clamps placed on the pipe. Normally we use a 12" clamp for most breaks, but this one had so much bad pipe that we had to use a 36" clamp on the first break (thank you to the Village of Montgomery for letting us borrow one), and an 18" clamp on the second break to get the leaks to stop. The second break happened 8 days after the first and really sparked the alarm to get this area of pipe replaced. In total from the two most recent breaks, we lost approximately 1.5 million gallons of water which caused damage to an adjacent yard from washing it out.

Staff has come up with a multi-step approach to permanently end our issues with this area of water main.

1. Replace the bad section of main in the cul de sac of Crooked Creek Drive. This needs to be done ASAP to remove the immediate problem. Timing for this repair is yet this calendar year, with a proposed cost of ~$93,000
2. Work with EEI to design a secondary feed for this area through Wildwood II. As of now, there is one feed, directly from the south-central tower, with no looping or second feed. This creates issues in isolating the breaks, maintaining fresh water, and maintaining balanced pressures. Timeframe for this is 1-2 years.
3. Design and construct water main from the dead end of this subdivision to our future Rt. 126 water main. This would require easements from undeveloped land, or an agreement with Kendall township for an easement on or near Crooked Creek Drive all the way to Rt. 126. This is a longer, more involved project that will take 2-3 years to plan, design, and construct.

Unfortunately, this is NOT a budgeted item. However, we do have funds in the budget under the Rt. 47 Kennedy to Jericho project that we do not think we are going to use this year that we can access for this project. Finance Director Fredrickson does not believe we will be over budget in the aggregate and do not need a budget amendment for this work.

We asked Winninger Excavating for the only quote since we have open contracts with them, and they are currently working in town on the large water main replacement project on the southside, and will be starting the East Alley water main replacement project next week.

Recommendation

Staff recommends approval of the Quote from Winninger Excavating in the amount of $92,920.

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, AUTHORIZING THE REPAIR OF A WATER MAIN ON CROOKED CREEK DRIVE IN AN AMOUNT NOT TO EXCEED $92,920

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

WHEREAS, the City's Municipal Code provides that the City may approve contracts for supplies and equipment 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 currently owns and operates a municipal drinking water system that provides access to fresh and safe drinking water for City residents; and

WHEREAS, a water main located along Crooked Creek Drive in the Wildwood I subdivision(the "Water Main") and installed circa 1989 has experienced two breaks over an eight day period, resulting in a combined loss of approximately 1.5 million gallons of water; and

WHEREAS, clamps applied to the Water Main to stop the water loss are a temporary solution, and the broken portion of the Water Main requires complete replacement; and

WHEREAS, the City's public works department received a quote from Winninger Excavating, Inc., of Naperville, Illinois ("Winninger") in the amount of $92,920 (the "Quote") to replace the broken section of the Water Main; and

WHEREAS, the City currently has contracts for a variety of similar projects with Winninger, and has worked with Winninger in the past with success; 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 Water Main replacement by Winninger, 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 competitive bidding requirements in accordance with the City's Municipal Code and pursuant to the foregoing recitals, and the City Administrator is authorized and directed to proceed with engaging Winninger Excavating, Inc. to replace the Water Main, as described in the Quote, in an amount not to exceed $92,920.

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

WINNINGER
(630)364-8785 EXCAVATING, INC
GRADING • DEMOLITION • TRUCKING • SEWER • WATER • SNOW REMOVAL

WINNINGER EXCAVATING, INC.
PH: 630-364-8785
8845 SCHOGER DRIVE
NAPERVILLE, IL 60564
WWW.WINNINGEREXCAVATING.COM

To:	United City Of Yorkville	**Contact:**	Kyle Welte
Address:	651 Prairie Pointe Drive	**Phone:**	(630) 553-4350
	Yorkville, IL 60560	**Fax:**	
Project Name:	Yorkville- Crooked Creek WM Replacement	**Bid Number:**	25300
Project Location:	88 Crooked Creek Drive, Yorkville, IL	**Bid Date:**	10/6/2025
Addendum #:	Na		

***Winninger Excavating, Inc. is proud to submit our bid for the mentioned project*.**

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
WATER MAIN R&R, 8-INCH	105.00	FOOT	$330.00	$34,650.00
WATER SERVICE RECONNECTION	4.00	EACH	$2,500.00	$10,000.00
TBF, CA-7 (CAPPED W/ CA-6)	120.00	CY	$65.00	$7,800.00
CLASS D PATCH, 4-INCH	85.00	SY	$90.00	$7,650.00
CURB AND GUTTER REMOVAL AND REPLACEMENT	12.00	FOOT	$110.00	$1,320.00
INSERTA-VALVE, 8-INCH	1.00	EACH	$12,000.00	$12,000.00
STORM SEWER R&R	1.00	LS	$2,500.00	$2,500.00
INSTALL VALVE RESTRAINT	1.00	LS	$3,000.00	$3,000.00
EXPLORATORY EXCAVATION	1.00	LS	$4,000.00	$4,000.00
MOBILIZATION	1.00	LS	$10,000.00	$10,000.00
			Total Price for above Items:	**$92,920.00**

Total Bid Price: $92,920.00

Notes:

- If compaction requirements cannot be met due to weather conditions, we reserve the right to suspend work until such compaction conditions are conducive to compaction
- The contractor's responsibility for mandrel ling, infiltration, exfiltration, testing, chlorinating and cleaning is eliminated as soon as others are allowed to tap or connect to our lines (sanitary. storm. water line).
- Unless specified for reuse, excess pipe spoil material excavated is to remain on site adjacent to ditch where it was excavated.
- Grading is based on a one time operation. We are not responsible for damage to established subgrades.
- If project delays occur, requiring remobilization of our equipment, (due to no fault of our own) a remobilization fee of $1.200.00 will be required.
- Excludes; Stripping of topsoil beyond depth specified in scope or a reasonable average in soils report.
- Excludes; Any impetrated stone may be recycled or virgin material.
- Excludes; De-watering beyond one 3" gasoline driven pump working 8 hours per day. 5 days per week.
- Excludes; Removal, repair or replacement of fences or walls.
- Excludes; Demolition and export of items not on plans or outside items included in scope.
- Excludes; Undercutting unless expressly included in scope.
- Excludes; Lime stabilization.
- Excludes; Export of unsuitable soil material, debris or other waste material beyond quantities specified in scope.
- Excludes; Removal of other trades dirt and or debris.
- Excludes; Frost excavation thicker than 2" or requiring more than one crew hour to remove and/or dispose of.
- Excludes; Engineering layout and staking.
- Excludes; Any erosion control not listed on proposal or any SWPPP reporting.
- Excludes; LPC 662 & 663 clean letter and any soil analysis.

Payment Terms:

Payment due NET 30 from application date.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Winninger Excavating, Inc.** **Authorized Signature:** _____ **Estimator:** Jeff Young 630-364-8785 jyoung@winningerexcavating.com

YORKVILLE UTILITY NETWORK

Find address or place

84 CROOKED CREEK DR

88 CROOKED CREEK DR

92 CROOKED CREEK DR

93 CROOKED CREEK DR

Crooked Creek Dr

5'4" BOP
12" RCP

6'7" BOP
12" RCP

BBOX

EXISTING VALVE

BBOX

10'6" - TOP
PVC

5'0" BOP
RCP 12"

EXISTING 4" PVC
DRAINAGE

BBOX

INSTALL INSERTA VALVE

HYDRANT

~105'

BBOX

BBOX

4'3" BOP
12" RCP

FIBER
COMED
AT&T
GAS (1.25")

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
WATER MAIN REMOVAL AND REPLACEMENT	105	FOOT		
WATER SERVICE RECONNECTION	4	EACH		
TRENCH BACKFILL	120	CUYD		
CLASS D PATCH, 4-INCH	85	SQYD		
CURB AND GUTTER REMOVAL AND REPL.	12	FOOT		
INSERTA-VALVE, 8-INCH	1	EACH		
MOBILIZATION	1	LSUM		
			TOTAL	

Selected features: 0

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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 2025-75

Agenda Item Summary Memo

Title: Memorandum of Understanding and EEI Agreement for Water Planning Services

Meeting and Date: City Council – October 14, 2025

Synopsis: Proposed Agreement for Water Planning Services by EEI for Data Center Developments (Project Steel and Project Cardinal).

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

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

Agenda Item Notes:

See attached memorandum.

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php

Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Brad Sanderson, City Engineer, EEI
Eric Dhuse, Public Works Director
Date: October 6, 2025
Subject: **Memorandum of Understanding (MOU) for Water Planning Services**
Agreement for Water Planning Services by EEI for Data Center Developments

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SUMMARY:

The City is seeking authorization to enter into a Memorandum of Understanding (MOU) with Prologis, L.P. and Pioneer Development, LLC for preliminary water planning services related to the proposed "Project Steel" and "Project Cardinal" data center campuses. The MOU outlines cost-sharing responsibilities and coordination among the City, Prologis, and Pioneer for the preparation of a comprehensive water planning study by the City's engineering consultant, Engineering Enterprises, Inc. (EEI). The study will evaluate the water system improvements required to accommodate the substantial demand of both data center developments and future utility expansion within the northwest service area.

MEMORANDUM OF UNDERSTANDING:

The draft MOU, prepared by the City Attorney, establishes the cooperative framework among the City, Prologis, and Pioneer for funding and executing preliminary water system planning efforts. The MOU identifies that both the Project Cardinal (Pioneer) and Project Steel (Prologis) data center projects require extensive off-site infrastructure improvements to provide adequate City water and sanitary sewer service.

Under the terms of the MOU, both developers acknowledge that such infrastructure is not currently available and agree to bear the full cost of the preliminary planning phase. The MOU authorizes the City to enter into a Professional Services Agreement (PSA) with EEI in the amount of $231,365, with each developer contributing $115,682.50 as payment in full for their respective shares of the planning work. These funds will be deposited with the City within fifteen (15) days of MOU execution, after which the City will instruct EEI to proceed.

The MOU also provides for coordination of related sewer planning activities with the Yorkville-Bristol Sanitary District (YBSD) under a separate but similar agreement. It further defines standard legal provisions, including default remedies, notice procedures, and assignment limitations, ensuring that the terms are binding upon successors and consistent with Illinois law.

WATER PLANNING SCOPE OF SERVICES:

The Professional Services Agreement (PSA) between the City and EEI defines the scope of work and deliverables for the "Water Planning for Data Center Developments – 2025" project. EEI will perform a detailed engineering analysis to assess existing water system capacity and identify the improvements necessary to serve both data center campuses and future growth.

The study will be completed in two (2) phases. The first, Phase A, focuses on the City's North Pressure Zone, where both data center sites are located and where the future Lake Michigan water connection is planned. The second, Phase B, expands the analysis to the remainder of the City's system to evaluate any residual and inter-zone impacts. Key tasks include:

- Updating the City's water model using recent GIS, SCADA, and usage data;
- Conducting flow and pump curve testing;
- Evaluating water quality parameters and system capacity;

- Identifying needed main, storage, and pump improvements; and
- Preparing conceptual cost estimates and implementation plans.

EEI's work will culminate in a detailed memoranda for each phase summarizing findings, recommended improvements, and cost projections. These cost projections will be reflected in the ancillary utility agreements with each developer for their respective projects.

The total project fee is a lump sum of $231,356, inclusive of field testing and direct expenses. The estimated duration for Phase A is approximately three (3) months, with Phase B to follow. While EEI has initiated portions of the study, proceeding at their own risk to maintain the development project review schedule, the final report is not anticipated until January 2026.

RECOMMENDATION:

Staff recommends approval of the Memorandum of Understanding (MOU) between the United City of Yorkville, Prologis, and Pioneer, as well as authorization for the City to execute the Professional Services Agreement (PSA) with Engineering Enterprises, Inc. in the amount of $231,356. This agreement is an important component of assessing the City's future water system needs to accommodate these major data center development projects while ensuring that all costs of the initial planning effort are fully reimbursed by the developers.

Attachments:

1. Draft Memorandum of Understanding
2. Agreement for Professional Services – Water Planning for Data Center Developments – 2025 prepared by Engineering Enterprises, Inc.

Resolution No. 2025-_____

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND AMONG THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, PIONEER DEVELOPMENT, LLC, AND PROLOGIS L.P.

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, Pioneer Development, LLC, an Illinois limited liability company ("*Pioneer*"), has submitted to the City a site plan for a data center development on an area consisting of approximately 1,037 acres at the northwest corner of Galena Road and North Bridge Street (Illinois Route 47) (the *"Pioneer Site")*; and

WHEREAS, Prologis L.P, a Delaware limited partnership ("*Prologis*"), has submitted to the City a site plan for a data center development on an area consisting of approximately 540 acres located generally at the southeast corner of Eldamain Road and Galena Road (the *"Prologis Site")*; and

WHEREAS, both Pioneer and Prologis have acknowledged that the Pioneer Site and the Prologis Site (collectively, the *"Data Center Properties"*) lack the necessary infrastructure to service the proposed development and shall require a substantial investment to provide water and sanitary sewer services to the Data Center Properties (collectively, the *"Water/Sewer Infrastructure Project")*; and

WHEREAS, Pioneer and Prologis have each informed the City that they are prepared to be responsible for all costs to be incurred by the City to develop a conceptual plan for the construction of the Water/Sewer Infrastructure Project to service the Data Center Properties; and

WHEREAS, the City is prepared to proceed with the required planning and consulting services to provide water service to the Data Center Properties pursuant to the terms and conditions outlined in a Memorandum of Understanding between Prologis, Pioneer and the City (the "*MOU*"); and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the City and its residents to approve and authorize the MOU with Pioneer and Prologis for the payment of engineering costs related to the City engineer's development of a conceptual plan for the construction of the Water/Sewer Infrastructure Project.

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. *Memorandum of Understanding by and among the United City of Yorkville, Kendall County, Illinois, Pioneer Development, LLC, and Prologis L.P.*, in the form attached hereto and made a part hereof, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute said Agreement.

Section 3. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

[Remainder of page intentionally left blank – roll call vote to follow]

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

CITY CLERK

MEMORANDUM OF UNDERSTANDING BY AND AMONG THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, PIONEER DEVELOPMENT, LLC AND PROLOGIS L.P.

THIS MEMORANDUM OF UNDERSTANDING (the *"Memorandum"),* is made and entered as of the ____ day of _____ 2025 (the *"Effective Date"*), by and among the United City of Yorkville, Kendall County, Illinois (the *"City")* and Pioneer Development, LLC, an Illinois limited liability company *("Pioneer")* and Prologis L.P., a Delaware limited partnership *("Prologis").*

RECITALS:

1.1 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.

1.2 Pioneer has submitted to the City a site plan, attached hereto as *Exhibit A,* for an area consisting of approximately 1,037 acres at the northwest corner of Galena Road and North Bridge Street (Illinois Route 47) (the *"Pioneer Site")* for the development of fourteen (14) data center buildings to be constructed in three (3) phases.

1.3 Prologis has submitted to the City a site plan, attached hereto as *Exhibit B,* for an area consisting of approximately 540 acres located generally at the southeast corner of Eldamain Road and Galena Road (the *"Prologis Site")* for the development of eighteen (18) data center buildings to be constructed in three (3) phases.

1.4 Both Pioneer and Prologis have acknowledged that the Pioneer Site and the Prologis Site (collectively, the *"Data Center Properties"*) lacks the necessary infrastructure to service the proposed development and shall require a substantial investment to provide water and sanitary sewer services to the Data Center Properties (collectively, the *"Water/Sewer Infrastructure Project").*

1.5 Both Prologis and Pioneer have separately submitted an application for rezoning, Planned Unit Development, and annexation of certain parcels for the purpose of developing data center complexes.

1.6 Pioneer and Prologis acknowledge that the costs to undertake the Water/Sewer Infrastructure Project to provide water and sanitary sewer service to the Data Center Properties shall be at their sole cost and expense, respectively.

1.7 Pioneer and Prologis have each informed the City that they are prepared to be responsible for all costs to be incurred by the City to develop a conceptual plan for the construction of the Water/Sewer Infrastructure Project to service the Data Center Properties.

1.8 The City is prepared to proceed with the required planning and consulting services to provide water service to the Data Center Properties pursuant to the terms and conditions as hereinafter provided.

1.9 The City is prepared to enter into a Professional Services Agreement with EEI

Engineering, in the form attached as *Exhibit C (the "PSA")*, which contains proposals for necessary preliminary planning work related to the construction of the utility infrastructure at the Data Center Properties, the cost of said work to be shared equally between Pioneer and Prologis subject to the conditions hereinafter provided.

1.10 Prologis and Pioneer agree to enter into a similar Memorandum of Understanding with Yorkville-Bristol Sanitary District (*"YBSD"*) for preliminary work to be performed by YBSD's engineers related to the Water/Sewer Infrastructure Project, in a form substantially similar to that attached hereto as *Exhibit D*.

ARTICLE II

OBLIGATIONS OF THE CITY

2.1 The City Engineers have provided a proposal for the preliminary planning and conceptual work required to complete the Water/Sewer Infrastructure Project for the Data Center Properties in the amount of $231,356.00 (the "Quote"). The City Engineers estimate the cost to Pioneer and to Prologis to complete this work shall be $115,682.50 each.

2.2 Upon a deposit with the City of $115,682.50 each by Pioneer and Prologis as payment in full of the full Quote, the City shall execute the PSA and direct the City Engineers to proceed with the planning and consulting services to provide water service to the Development Site as provided in the PSA. It is estimated that City Engineers will need approximately three (3) months to complete the work. Payment to EEI in full shall be made upon direction is given by the City to proceed with the work as provided in the PSA.

ARTICLE III

OBLIGATIONS OF THE DEVELOPERS

3.1 Prologis agrees, within fifteen (15) days of the effective date of this Agreement, to pay the sum of $115,682.50 to the City for payment of its share of the work to be performed under the PSA, which sum is not refundable.

3.2 Pioneer agrees, within fifteen (15) days of this Agreement, to pay the City $115,682.50 for its share of the work to be performed under the PSA, which sum is not refundable..

ARTICLE I V

GENERAL

4.1 The term of this Memorandum shall commence upon the date first written above

and shall terminate upon the completion of the Water/Sewer Infrastructure Project and payment by Pioneer in full of all costs incurred by the City in connection with the same by Pioneer.

4.2 In the event of a breach of this Memorandum by any party that is not cured within thirty (30) days after its receipt of written notice of such breach, such breaching party shall be deemed to be in default of this Memorandum. In such event, the defaulting party hereby agrees to pay and reimburse the non-defaulting parties for all costs and expenses incurred by them in connection with an action taken to enforce this Memorandum, including reasonable attorney's fees and court costs.

4.3 This Memorandum shall be binding upon and inure to the benefit of the successor of either party hereto and any successor governmental legal entity (governmental or otherwise) that may assume and perform the duties of either party hereto. Notwithstanding the foregoing, this Memorandum shall not be assigned by a party hereto without the prior written consent of the City, for which approval shall not be unreasonably withheld or delayed.

4.4 The invalidity of any provisions of this Memorandum shall not impair the validity of any other provisions. If any provision of this Memorandum is determined by a court of competent jurisdiction to be unenforceable that provision shall be deemed severed from this Agreement or as otherwise modified by the court.

4.5 This Memorandum, along with any Utility Infrastructure Agreement, Development Agreement and Recapture Agreement entered into between the parties, sets forth the entire understanding of the parties as pertaining to the content of this Agreement and may only be amended, modified or terminated by a written instrument signed by the parties.

4.6 This Memorandum shall be interpreted and construed in accordance with the laws of the State of Illinois.

4.7 Any notice, request, demand, waiver, consent, approval or other communication that is required or permitted under the terms of this Agreement (a "Notice") shall be in writing and shall be delivered by personal delivery, via overnight carrier or e-mail transmission or via registered or certified mail, return receipt requested, first class postage prepaid. If Notice is delivered by personal delivery or via overnight carrier, Notice shall be deemed given on the date that actual delivery is made. If Notice is delivered via e-mail transmission, Notice shall be deemed given on the date that the Notice is transmitted and written confirmation of such transmission is obtained. If Notice is delivered via mail, Notice shall be deemed given on the earlier of (a) the actual day of delivery or (b) the third day after the date of mailing. All Notices shall be addressed to the intended recipient as set forth below:

To the City: United City of Yorkville
651 Prairie Pointe Dr
Yorkville, Illinois 60560
Attention: City Administrator

Copy to: Ottosen DiNolfo Hasenbalg & Castaldo, Ltd
2441 Warrenville Road
Suite 310
Lisle, IL 60532

To Pioneer:

With a copy to:

To Prologis:

Prologis, L.P.
Attn: JC Witt, Frank Tebbe and
Katie Fraser
1800 Wazee Street, Suite 500
Denver , Colorado 80202

With a copy to:

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

4.8 This Memorandum maybe executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the Effective Date:

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

Attest:

By: _____ _____
Mayor City Clerk

Prologis L.P., a Delaware limited partnership

By: Prologis, Inc.,
a Maryland corporation
its general partner

By:_____
Name:_____
Its:_____

Pioneer Development, LLC, an Illinois limited liability company

By: _____

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, Prologis L.P., a Delaware limited partnership and Pioneer, LLC, an Illinois limited liability company, (collectively, the "Developers") have each proposed the construction of data center projects in an area located generally northwest of the City's corporate boundaries (the "Projects"); and

WHEREAS, the Developers have requested the City perform or cause to be performed the necessary design engineering required to bring City water infrastructure to the Projects; and

WHEREAS, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), is prepared to provide the necessary design engineering required to proceed with the Project pursuant to the Agreement for Professional Services Water Planning for Data Center Developments – 2025 between EEI and the City (the "Agreement"), attached hereto as *Exhibit A*; and

WHEREAS, the Developers have agreed to pay the costs for EEI to perform the work pursuant to the Agreement; and

WHEREAS, EEI a qualified and experienced engineering firm, has provided engineering services for various projects completed by the City, and therefore the City 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 approve the Agreement for Professional Services Water Planning for Data Center Developments – 2025 between the United City of Yorkville and Engineering Enterprises, Inc, attached hereto as *Exhibit A*, and authorize the Mayor and City Clerk to execute.

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

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

CITY CLERK

Agreement for Professional Services
Water Planning for Data Center Developments – 2025

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Engineering services shall be provided as indicated on the Scope of Services on Attachment B. Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Environmental Protection Agency, and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Lump Sum (LS) in the amount of $231,356.00. Additional charges for out of scope work will be paid at the hourly rates for this project, which are shown in Attachment E. 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:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City.

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

F. Governing Law:

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

G. Independent ENGINEER:

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

H. Certifications:

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

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

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

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

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

Drug Free Workplace: The ENGINEER certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that 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 ENGINEER agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The ENGINEER shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The ENGINEER agrees to incorporate this clause into all subcontracts under this Contract.

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

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

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The ENGINEER certifies that he/she is a: _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 ENGINEER certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ___ Individual ___ Real Estate Agent ___ Sole Proprietorship ___ Government Entity ___ Partnership ___ Tax Exempt Organization (IRC 501(a) only) _x_ Corporation ___ Not for Profit Corporation ___ Trust or Estate ___ Medical and Health Care Services Provider Corp.

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions
Attachment B: Scope of Services
Attachment C: Estimated Level of Effort and Associated Cost
Attachment D-1: Estimated Schedule (Phase A)
Attachment D-2: Estimated Schedule (Phase B)
Attachment E: 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, P.E.
Chief Operating Officer /President

_____
Angela R. Smith
Director of Marketing and Business Development

ATTACHMENT A – 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.

ATTACHMENT B – SCOPE OF SERVICES

WATER PLANNING FOR DATA CENTER DEVELOPMENTS - 2025
United City of Yorkville, IL

Pending Data Center Developments in the United City of Yorkville will impact the City's Water Works System (WWS). The City desires to better understand how their WWS will be impacted by the Data Centers, and what additional improvements may be required or recommended.

The project will be implemented in two Phases. Phase A will include preliminary analysis of only the City WWS' North Pressure Zone, which is the location of the planned Data Center Developments. It is also where the City's North Receiving Station will be located for the future Lake Michigan water supply. Phase A will focus only on analysis and associated recommended improvements for the North Pressure Zone, assuming it is segregated from the remainder of the City's WWS. This will allow for a preliminary understanding of major WWS infrastructure improvements required due to the Data Centers' demands. However, there will be other impacts on the remainder of the City's WWS. Phase B will include analysis of the City's remaining pressure zones, as well as an understanding of residual impacts between the North Pressure Zone and other pressure zones.

The following list of work items establishes the scope of engineering services for both Phases A and B for this project. Attachments D-1 and D-2 identifies the impact of the phased approach on the Project Schedule.

PROJECT FACILITATION AND MEETINGS

1.1 Project Management and Administration
1.2 Project Initiation and Progress Meetings (6 Total Meetings with City, DuPage Water Commission, and/or Developer(s), Plus Internal Review Meetings)
1.3 Project Coordination with City, DuPage Water Commission, and Developer(s)

WATER WORKS SYSTEM EVALUATION AND WATER DISTRIBUTION SYSTEM MODELING

2.1 Obtain and Analyze Water Quality Parameters/Requirements for Data Centers as Related to Water Age/Disinfection Residuals and Backup Supply/Treatment Options
2.2 Prepare Historical and Projected Needs Assessment Calculations by Pressure Zone
- Confirm Storage and Supply Needs

2.3 Review Existing Model and Determine Update Needs
2.4 Gather Data for Model Update (Development & Engineering Plans)
2.5 Update Water Model
- Update Water Model Skeleton
  - Update/Verify Pipe Network, Info, Connectivity, and No Double Pipes
  - Update/Verify Junctions and Associated Data & Associated Elevations
  - Update/Verify Water Facilities (Tanks, Wells, Water Treatment Plants, BP/PRV and PRV Stations)
  - Update/Input Elevations Based on County GIS Contour Data
- Review Historical Water Use Data and Prepare Updated Historical Water Usage Summary (Last 5 Years) per Pressure Zone and Enter Demands in the Model
  - Utilize the
- Obtain and Input SCADA Data (Setpoints for Tank Levels, Pumps On/Off, Valves Closed, etc.), including Trend Data of Water Demands Over Time to Evaluate Daily / Diurnal Flow Patterns
- Obtain Facility Drawings and Incorporate Additional Information into Model
- Develop Current Conditions/Baseline Scenarios per Pressure Zone to Review:
  - Peak Hour Demand (Pressures/Pipe Velocities, Headlosses)
  - Max Day Demand + Fire Flow (Pressures/Pipe Velocities, Headlosses)

- Obtain and Input Annual Billed Water Use Data per Pressure Zone by Customer (GIS/geocoded) and Import and Confirm/Allocate Demands - If GIS data is not available for the demands, the top 10 to 15 water users will be input into the model manually and then the remaining demands will be divided evenly within the remaining portions of the model.
- Prepare Population Projections and Data Centers Water Demands per Pressure Zone and Coordinate with City
- Prepare Future Water Use Demands per Pressure Zone – Current Trends Projection Only
- Complete/Update Needs Assessment Evaluation per Pressure Zone for Existing and Future Water Supply and Storage – Current Trends Projection Only

2.6 Verification of Model – Steady-State Model

- Perform Fire Flow Testing (Prep, Calcs, and Results Summary) – NOTE: Field Testing to be Performed by M.E. Simpson Under EEI Supervision (M.E. Simpson Fees Included)
- Coordinate and Observe Water Main Capacity/Flow Testing
  - Subconsultant Conducts Flow Testing & Prepares Summary Report (Assume 4 Days of Testing)
- Coordinate/Meet with City Staff to Conduct Site Visits to Review Existing Facilities (Wells, High Service Pump Stations, Receiving Stations, etc.) and Operations
- Initial Model Verification Based on Field Testing
- Pump Curve Testing (Assume 2 Days in Field plus Office Preparation) - Not all pumps will have pump curves tested, but rather a limited number of pumps as needed based on field vs. model verification results)
- Evaluate/Update Head Capacity Curves for All Pumps Based on Current Pump Conditions and Field Testing
- Final Model Verification Based on Field Testing – Steady State

2.7 Verification of Model – Extended Period Simulation Model (EPS)

- Prepare diurnal demand curve and modify demands in the model accordingly
- Obtain seven (7) continuous days of SCADA information for all tanks, source water pumps, and BP/PRV and PRV stations
- Furnish/Install and Monitor Pressure Data Loggers at Two (2) Additional Points in the Distribution System and Retrieve Data
- Comparison of model vs actual pumps on/off, flow rates, and pressure and associated adjustments needed
- Comparison of model vs actual tank levels and associated adjustments needed

2.8 Evaluate Strength and Capacity of Existing Distribution System

- Evaluate the strength and capacity of the existing water distribution system based on:
  - System pressure
  - Headloss rates
  - Velocity through the pipes
  - Fire flow capacity
  - Water Age
  - Criticality Analysis
  - Storage turnover rates/adequacy evaluation

  Simulations will be performed for average day demand, maximum day demand + fire flow, and peak hour demand conditions. EEI will identify distribution system deficiencies based on the verified water model.
- Evaluate ability to transfer water across pressure zones (under normal conditions and potential emergency conditions including distribution mains as well as BP/PRV and PRV stations
  - Define the emergency condition(s) by working with City staff
  - Inventory BP/PRV and PRV station capacities
  - Determine the need to be transferred by pressure zone
- Evaluate BP/PRV and PRV station capacities to determine ability to transfer water
- Develop a Maximum of Six (6) Exhibits to Demonstrate the Evaluation

- Recommend up to five (5) distribution pipe improvements, if applicable, to improve the system efficiency

2.9 Future Water Distribution System Plan Development
- Define Planning Area
- Define Distribution System Improvements for Planning Area
- Model Future Distribution System Improvements
- Develop and Input Future Water Demands into Water Model
- Optimize Future Water Main Network
- Develop Master Plan Exhibit for Water Works System Improvements
- Develop Conceptual Cost Estimates for Key Distribution System Improvements
- Develop Implementation Plan

2.10 Evaluate Backup Water Well Options
- Evaluate Number and Capacity of Backup Wells Based Upon Updated Needs Assessment Calculations
- Evaluate Shallow versus Deep Bedrock Wells for Capacity and Water Quality Requirements
- Evaluate Potential Locations for Backup Wells
- Evaluate Modifications to Existing Wells for Conversion to Backups
- Model Impacts of Operating System with Backup Wells at New Proposed Locations
- Develop Conceptual Cost Estimates and Implementation Plan for Modifications Related to Backup Wells

COST ESTIMATING & IMPLEMENTATION PLAN DEVELOPMENT

3.1 Develop Conceptual Cost Estimates for Water System Improvements

3.2 Develop Draft Phasing and Implementation Plans for Proposed Water Works System Improvements

SUMMARY REPORT

4.1 Prepare Draft Summary Memo for City for Review – One Each for Phases A and B

4.2 Incorporate City Comments and Finalize Memo for Each Phases A and B

Work Excluded:
- Any Design and Construction Engineering, including Topographic Surveying
- Less Resource Intensive (LRI) Needs Assessment Calculations (Only One Water Projection Scenario Evaluated – Current Trends (CT))
- Source Water Supply Alternatives. Assumes Use of 100% Lake Michigan Water for Future Demands with Wells as Emergency Backup.
- Detailed Modeling of Water System Interconnections
- Additional flow testing beyond two (2) days is excluded. Additional flow testing may be recommended depending on findings/analysis of first few rounds of testing, and after coordination with/investigation by City Staff (e.g. checking for closed valves).
- On-going maintenance of the model and analyzing scenarios
- C-Factor testing for model verification purposes
- Water Rate Study
- Corrosion Control Study

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope, shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.

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

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2451-DR	
PROJECT TITLE	DATE	PREPARED BY
Water Planning for Data Center Developments - 2025	5/16/25	MLP/STD

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	SPM	SPS II	ST	ADMIN	HOURS	COST
		RATE	$256	$218	$175	$243	$208	$146	$75		
PROJECT FACILITATION											
1.1	Project Management and Administration		4	8						12	$ 2,768
1.2	Project Initiation and Progress Meetings (5 Total)		15	15	20	4				54	$ 11,582
1.3	Project Coordination with City, DuPage Water Commission, Developer(s)		18	18	12	4				52	$ 11,604
	Project Facilitation Subtotal:		**37**	**41**	**32**	**8**	**-**	**-**	**-**	118	$ 25,954
WATER WORKS SYSTEM EVALUATION AND WATER DISTRIBUTION SYSTEM MODELING											
2.1	Obtain and Analyze Water Quality Parameters/Requirements for Data Centers		4	4	8					16	$ 3,296
2.2	Prepare Historical and Projected Needs Assessment Calculations by Pressure Zone		4	12	32					48	$ 9,240
2.3	Review Existing Model and Determine Update Needs		2	6	18					26	$ 4,970
2.4	Gather Data for Model Update (GIS, Development & Engineering Plans)		2	8	24			2		36	$ 6,748
2.5	Update Water Model and Evaluate Historical and Projected Water Use by Pressures Zone		4	24	80					108	$ 20,256
2.6	Verification of Model – Steady State(Includes Fire Flow Testing & Pump Curve Testing)			12	96			10		118	$ 20,876
2.7	Verification of Model – Extended Period Simulation Model (EPS)		4	24	96			16		140	$ 25,392
2.8	Evaluate Strength and Capacity of Existing Distribution System		4	12	24			20		60	$ 10,760
2.9	Future Water Distribution System Plan Development		10	16	52					78	$ 15,148
2.10	Evaluate Backup Water Well Options		8	24	40			16		88	$ 16,616
	Water Works System Evaluation and Water Distribution System Modeling Subtotal:		**42**	**142**	**470**	**-**	**-**	**64**	**-**	718	$ 133,302
COST ESTIMATING & IMPLEMENTATION PLAN DEVELOPMENT											
3.1	Develop Conceptual Cost Estimates For Key Distribution System Improvements		8	24	40	8				80	$ 16,224
3.2	Develop Draft Phasing and Implementation Plans for Proposed Water Works System Improvements		8	8	8	4				28	$ 6,164
	Cost Estimating and Implementation Plan Development Subtotal:		**16**	**32**	**48**	**12**	**-**	**-**	**-**	108	$ 22,388
SUMMARY REPORT											
4.1	Prepare Summary Memos (for Each Phase A and B)		12	20	48	8		30		118	$ 22,156
4.2	Prepare Final Summary Memo (Incorporating City Staff Comments - for Each Phase A and B)		6	12	20	8		10		56	$ 11,056
	Summary Report Subtotal:		**18**	**32**	**68**	**16**	**-**	**40**	**-**	174	$ 33,212
	PROJECT TOTAL:		**113**	**247**	**618**	**36**	**-**	**104**	**-**	**1,118**	**214,856**

PIC	Principal in Charge
SPM	Senior Project Manager
PM	Project Manager
PE	Project Engineer
SPSII	Senior Project Surveyor II
ST	Senior Technician
ADMIN	Administrative Assistant

DIRECT EXPENSES		
Vehicle Charges =	$	-
Pressure Data Loggers =	$	2,500
Main Capacity Testing =	$	14,000
DIRECT EXPENSES =	**$**	**16,500**

LABOR SUMMARY		
EEI Labor Expenses =	$	214,856
TOTAL LABOR EXPENSES	**$**	**214,856**

TOTAL COSTS	**$**	**231,356**

ATTACHMENT D-1: ESTIMATED SCHEDULE (PHASE A)

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2451-DR	
PROJECT TITLE	**DATE**	**PREPARED BY**
Water Planning for Data Center Developments - 2025	5/16/25	MLP/STD

TASK NO.	TASK DESCRIPTION	2025								2026			
		MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
PROJECT FACILITATION													
1.1	Project Management and Administration												
1.2	Project Initiation and Progress Meetings (3 Total)												
1.3	Project Coordination with City, DuPage Water Commission, Developer(s)												
WATER WORKS SYSTEM EVALUATION AND WATER DISTRIBUTION SYSTEM MODELING													
2.1	Obtain and Analyze Water Quality Parameters/Requirements for Data Centers												
2.2	Prepare Historical and Projected Needs Assessment Calculations by Pressure Zone												
2.3	Review Existing Model and Determine Update Needs												
2.4	Gather Data for Model Update (Development & Engineering Plans)												
2.5	Update Water Model												
2.6	Perform Fire Flow Testing (Prep, Calcs, and Results Summary)												
2.7	Verification of Model – Extended Period Simulation Modeling (EPS)												
2.8	Evaluate Strength and Capacity of Existing Distribution System												
2.9	Future Water Distribution System Plan Development												
2.10	Evaluate Backup Water Well Options												
COST ESTIMATING & IMPLEMENTATION PLAN DEVELOPMENT													
3.1	Develop Conceptual Cost Estimates For Key Distribution System Improvements												
3.2	Develop Draft Phasing and Implementation Plans for Proposed Water Works System Improvements												
SUMMARY REPORT													
4.1	Prepare Draft Summary Memo												
4.2	Prepare Final Summary Memo (Incorporating City Staff Comments)												

ATTACHMENT D-2: ESTIMATED SCHEDULE (PHASE B)

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2451-DR	
PROJECT TITLE	**DATE**	**PREPARED BY**
Water Planning for Data Center Developments - 2025	5/16/25	MLP/STD

TASK NO.	TASK DESCRIPTION	2025								2026			
		MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
PROJECT FACILITATION													
1.1	Project Management and Administration												
1.2	Project Progress Meetings (2 Total)												
1.3	Project Coordination with City, DuPage Water Commission, Developer(s)												
WATER WORKS SYSTEM EVALUATION AND WATER DISTRIBUTION SYSTEM MODELING													
2.1	Obtain and Analyze Water Quality Parameters/Requirements for Data Centers												
2.2	Prepare Historical and Projected Needs Assessment Calculations by Pressure Zone												
2.3	Review Existing Model and Determine Update Needs												
2.4	Gather Data for Model Update (Development & Engineering Plans)												
2.5	Update Water Model												
2.6	Perform Fire Flow Testing (Prep, Calcs, and Results Summary)												
2.7	Verification of Model – Extended Period Simulation Modeling (EPS)												
2.8	Evaluate Strength and Capacity of Existing Distribution System												
2.9	Future Water Distribution System Plan Development												
2.10	Evaluate Backup Water Well Options												
COST ESTIMATING & IMPLEMENTATION PLAN DEVELOPMENT													
3.1	Develop Conceptual Cost Estimates For Key Distribution System Improvements												
3.2	Develop Draft Phasing and Implementation Plans for Proposed Water Works System Improvements												
SUMMARY REPORT													
4.1	Prepare Summary Memo												
4.2	Prepare Final Summary Memo (Incorporating City Staff Comments)												

ENGINEERING ENTERPRISES, INC.

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

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

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

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

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

* unless specified otherwise in agreement

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 2025-76

Agenda Item Summary Memo

Title: Baird Permanent Easement – Lake Michigan Water Supply Project

Meeting and Date: City Council – October 14, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson (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: City Council
From: Bart Olson, City Administrator
CC:
Date: October 9, 2025
Subject: Acquisition of an easement from Tamara Baird for the Lake Michigan Water Supply Project

---

Summary

Consideration of an ordinance authorizing the acquisition of a permanent easement from Tamara Baird for the City's Lake Michigan water supply project.

Background

The City is responsible for acquiring several easements along Route 126 generally between the intersection at Mill St and the intersection at Route 71. Staff has come to terms with Tamara Baird for one permanent easement for the Lake Michigan water project. The permanent easement is for 0.120 acres at a cost of $18,000 plus closing costs. These properties must be acquired under federal land acquisition procedures to maintain WIFIA loan eligibility for the related expenses.

Recommendation

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

Ordinance No. 2025-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AUTHORIZING THE ACQUISITION OF AN EASEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE CITY'S WATER SYSTEM

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

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

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

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

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

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

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

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

A. Permanent Construction Easement from Tamara Baird, a widowed person, and not in a party to a civil union, dated October 3, 2025, and located on the parcel identified by PIN No. 05-03-300-007, for the installation, maintenance, repair, replacement, and servicing of all water lines and supply systems, valves, boxes and hydrants and all attendant facilities and/or appurtenances thereto.

Section 3. The City Council hereby authorizes a single payment of $18,000.00 to Tamara Baird as grantor of the easement, for the above acquisitions as necessary for the construction of the Water Main Project and the Water Source Project.

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

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

Owner	Tamara Baird
Address	8721 State Route 126, Yorkville, Illinois
Project	Lake Michigan Water System Improvements
County	Kendall
Parcel No.	0012PE
P.I.N. No.	05-03-300-007

PERMANENT EASEMENT
(Individual)

Tamara Baird, a widowed person, and not a party to a civil union (Grantor), of the County of Kendall and State of Illinois, for and in consideration of Eighteen Thousand and 00/100's Dollars ($18,000.00), receipt of which is hereby acknowledged, represents that Grantor owns the fee simple title to and hereby grants, bargains and conveys to the United City of Yorkville, Kendall County, Illinois, a municipal corporation, (Grantee):

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

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

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

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

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the Premises for the above stated purposes.

This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

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

Dated this 3 day of OCTOBER, 2025.

By: _____
Signature

Tamara Baird
Print Name

State of Illinois)
) ss
County of Kendall)

This instrument was acknowledged before me on October 3, 2025 by Tamara Baird, a widowed person, and not a party to a civil union .

(SEAL)

OFFICIAL SEAL
MARK DALE MATHEWSON
Notary Public, State of Illinois
Commission No. 1005807
My Commission Expires March 04, 2029

_____
Notary Public

My Commission Expires: March 04, 2029

This instrument was prepared by:

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

Grantee's Address:

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

EXHIBIT A

PARCEL 012PE- PERMANENT WATERMAIN EASEMENT

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHERLY MOST CORNER OF THE PARCEL DESCRIBED IN DOC 202500007938; THENCE SOUTH 56 DEGREES 50 MINUTES 02 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID PARCEL, 175.41 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 48 DEGREES 57 MINUTES 04 SECONDS EAST, 32.51 FEET TO A NON TANGENT CURVE; THENCE SOUTHEASTERLY 254.91 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2347.01 FEET, CHORD BEARING SOUTH 69 DEGREES 07 MINUTES 43 SECONDS EAST, AND CHORD LENGTH OF 254.78 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL; THENCE SOUTH 41 DEGREES 54 MINUTES 39 SECONDS EAST, ALONG SAID NORTHEASTERLY LINE, 37.34 FEET TO THE NORTHEASTERLY LINE OF STATE ROUTE 126; THENCE NORTHWESTERLY 340.33 FEET ALONG SAID NORTHEASTERLY LINE, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 2332.01 FEET, CHORD BEARING NORTH 69 DEGREES 21 MINUTES 39 SECONDS WEST, AND CHORD LENGTH OF 340.03 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL; THENCE NORTH 56 DEGREES 50 MINUTES 02 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE, 36.66 FEET TO THE POINT OF BEGINNING. ALL IN KENDALL COUNTY, ILLINOIS.

EASEMENT EXHIBIT

P.I.N.
05-03-300-007

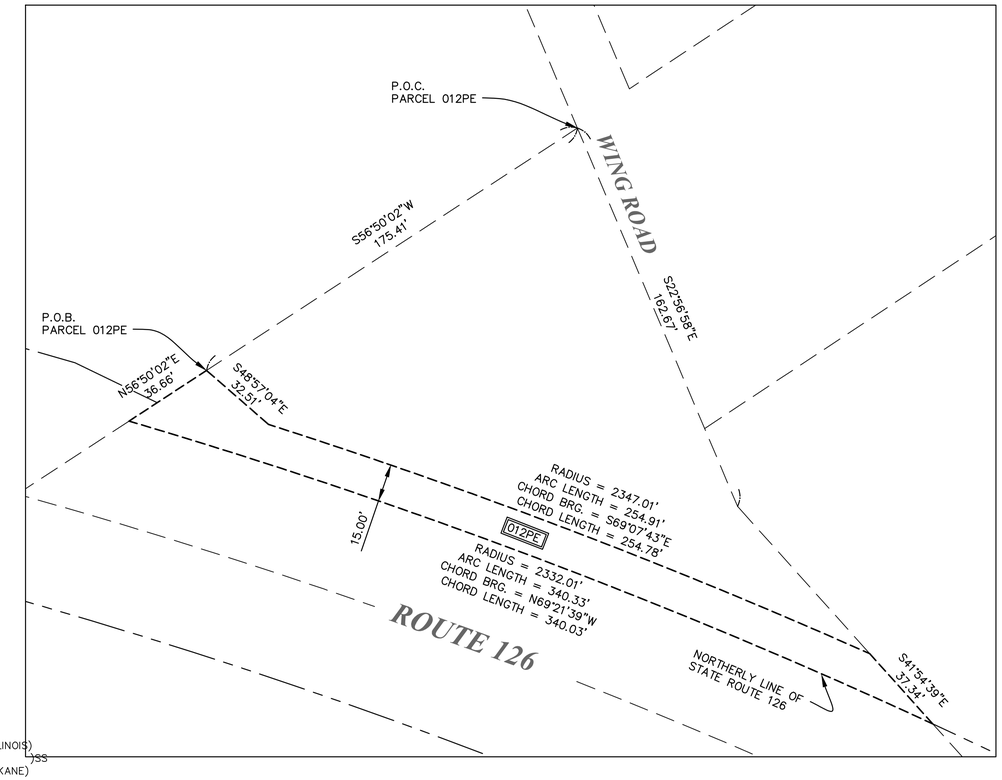
AREA OF TOTAL HOLDING = 0.935 ACRES

PARCEL	SQUARE FOOT	ACRES
012PE	5031	0.12

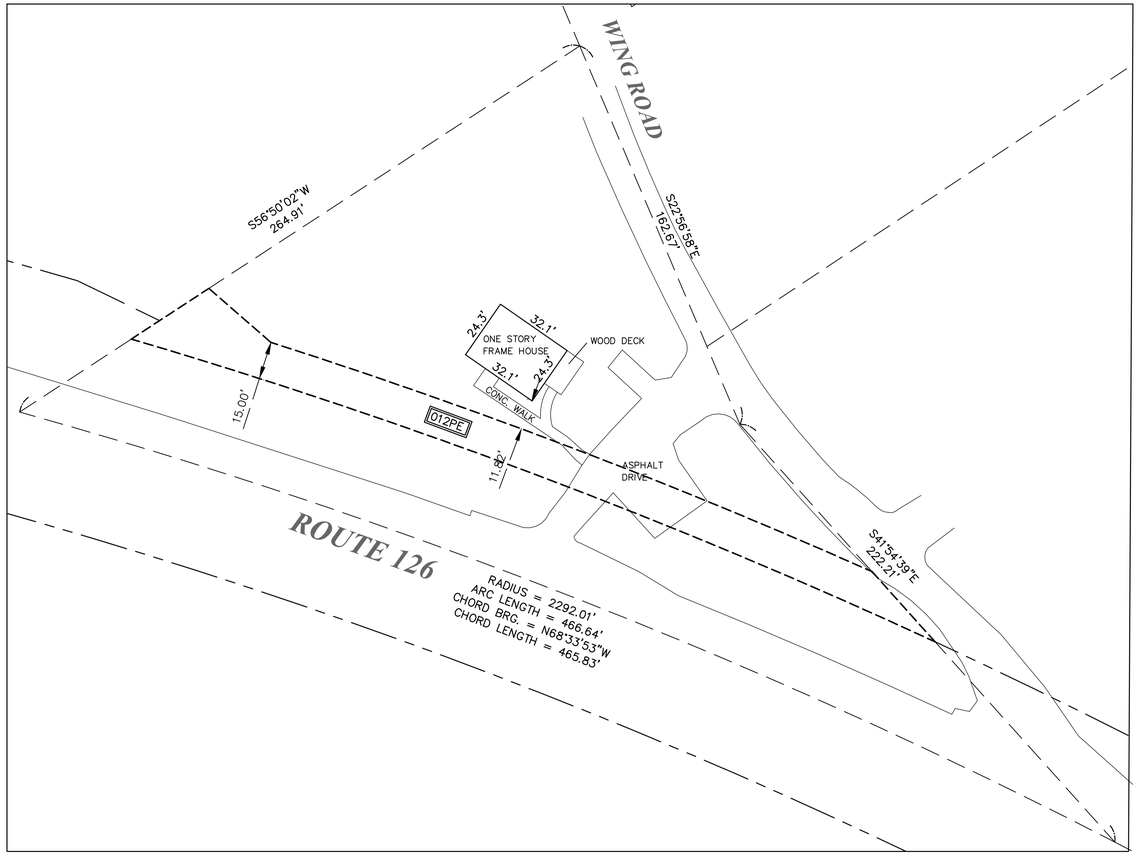
PART OF SECTIONS 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS.

1" = 40'

EASEMENT EXHIBIT



TOTAL HOLDING EXHIBIT



STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES INC., HAVE PREPARED THIS EASEMENT EXHIBIT OF THE PROPERTY DESCRIBED IN THE ABOVE LEGAL DESCRIPTION, AS SHOWN BY THE ANNEXED PLAT. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS, THIS 29th DAY OF SEPTEMBER, 2025

BY: _____
MARK G. SCHELLER
PROFESSIONAL LAND SURVEYOR #3581
(EXPIRES 11-30-26)

ENGINEERING ENTERPRISES, INC.
PROFESSIONAL DESIGN FIRM #184-002003
(EXPIRES 04-30-27)

MARK G. SCHELLER
035-003581
PROFESSIONAL
LAND
SURVEYOR
STATE OF
ILLINOIS
SUGAR GROVE, IL

PARCEL 012PE- PERMANENT WATERMAIN EASEMENT

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHERLY MOST CORNER OF THE PARCEL DESCRIBED IN DOC 202500007938; THENCE SOUTH 56 DEGREES 50 MINUTES 02 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID PARCEL, 175.41 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 48 DEGREES 57 MINUTES 04 SECONDS EAST, 32.51 FEET TO A NON TANGENT CURVE; THENCE SOUTHEASTERLY 254.91 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2347.01 FEET, CHORD BEARING SOUTH 69 DEGREES 07 MINUTES 43 SECONDS EAST, AND CHORD LENGTH OF 254.78 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL; THENCE SOUTH 41 DEGREES 54 MINUTES 39 SECONDS EAST, ALONG SAID NORTHEASTERLY LINE, 37.34 FEET TO THE NORTHEASTERLY LINE OF STATE ROUTE 126; THENCE NORTHWESTERLY 340.33 FEET ALONG SAID NORTHEASTERLY LINE, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 2332.01 FEET, CHORD BEARING NORTH 69 DEGREES 21 MINUTES 39 SECONDS WEST, AND CHORD LENGTH OF 340.03 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL; THENCE NORTH 56 DEGREES 50 MINUTES 02 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE, 36.66 FEET TO THE POINT OF BEGINNING. ALL IN KENDALL COUNTY, ILLINOIS.

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

UNITED CITY OF YORKVILLE
651 PRAIRIE POINTE DRIVE
YORKVILLE, IL 60560

PARCEL 012

TAMARA BAIRD

DATE: SEPTEMBER 2025
PROJECT NO. YO2416
FILE NO YO2416-PARCEL 012

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 – October 14, 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 – 9/23/25 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.

Petitioner's Presentation and discussion of Traffic Impact Study and Sound Study Update.

All previously presented packet material can be found at:

https://www.yorkville.il.us/Archive.aspx?ADID=6453.

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: October 6, 2025
Subject: **PZC 2025-07 Project Steel – Traffic Impact Study & Sound Study Update**
Proposed Data Center Campus & On-Site Substation/Switchyard Development

---

TRAFFIC IMPACT STUDY:

The Project Steel Transportation Impact Study, prepared by Langan Engineering for Prologis in September 2025, evaluates how a proposed 18-building data center campus will affect Yorkville's existing road network. The campus, to be built in three (3) phases over a ten-year period, will be located near Corneils, Eldamain, and Beecher Roads and include one (1) main access drive per phase, with additional entrances reserved for emergency or substation use. Langan analyzed existing traffic conditions and projected future volumes through 2044, considering both regional growth and the nearby Project Cardinal data center to the north. The study concluded that overall traffic impacts from Project Steel will be minimal, with most intersections expected to continue operating efficiently.

Due to data centers employing relatively few people, the report found that the site will generate limited traffic, about 1,080 daily trips and 144 outbound trips during the morning peak hour at full build-out, with almost no evening traffic. Employees are expected to arrive and depart through several major roadways, primarily IL 47 and Eldamain Road, reducing concentrated congestion in any one area. The plan also includes realigning East Beecher Road to connect with Corneils Road, which will improve north-south travel and distribute traffic more evenly.

Overall, Langan's report concludes that Project Steel will not require major roadway improvements beyond those already planned and that it can be accommodated within Yorkville's existing transportation network.

The City's engineering consultant, Engineering Enterprises, Inc. (EEI), generally agreed with these findings but provided several comments to strengthen future revisions. EEI noted that while the study adequately covers long-term traffic operations, it does not address construction-phase traffic, which will require a management plan before permits are issued. They also advised coordinating closely with Kendall County on improvements to Galena and Eldamain Roads, updating the study to reflect the county's plans to reconstruct Galena Road with a lower speed limit and a center turn lane, and incorporating future roundabouts planned at the Beecher and Corneils intersections. EEI further recommended adding an analysis of intersection spacing, sight distance, and pedestrian safety due to planned multi-use paths along the project frontage.

SOUND STUDY FOLLOW-UP:

At the September 23, 2025, City Council meeting, staff provided you a summary of the Project Steel's sound study, which included an initial report (Project Steel Environmental Noise Assessment, Revision A dated August 12, 2025) and a secondary report (Project Steel Environmental Noise Assessment, Revision B dated September 16, 2025). Since that time, the petitioner's engineering consultant, Shiner Acoustics, LLC, has provided a follow-up report, "Project Steel Environmental Noise Assessment – Revision C", dated September 19, 2025. While the findings in the latest report do not contradict the overall findings of the previous sound study (that compliance with the Yorkville noise ordinance is achievable with low-noise chillers and barriers), it does clarify an error in the Revision B report results related to the emergency generators. The emergency generator component of the sound levels presented in the Revision B report was 10 dB too high, resulting in *overall* sound levels that were 4-8 dB too high. The change

affected the daytime figures in Tables 5, 6, and 7 in both reports. Below is a comparison of Table 7 from both reports, which show the predicted sound levels with mitigation:

REVISION B

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

REVISION C

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	47	44
R2: 10907 Corneils Rd.	Illinois	44	42
R3: Caledonia	Yorkville	34	33
R4: 10825 Corneils Rd.	Yorkville	42	41
R5: 2013 Beecher Rd.	Illinois	44	42
R6: 1414 Eldamain Rd.	Yorkville	43	42
R7: 1314 Eldamain Rd.	Illinois	43	42
R8: 790 Eldamain Rd.	Illinois	49	43
R9: 11843 Galena Rd.	Illinois	43	42
R10: 11018 Galena Rd.	Illinois	40	39
R11: 10724 Galena Rd.	Illinois	37	36

- Red denotes excesses

The presentation by the petitioner at the September 23, 2025 meeting was accurate, as they used the Revision C results. Staff wanted to provide the updated report to the City Council for review since it was provided after packet materials were distributed for the last meeting.

PROPYLENE GLYCOL:

Finally, in response to a question from the City Council during the petitioner has provided written confirmation that they do not utilize propylene glycol at their data center projects in the greater Chicago area and do not intend to utilize it at the Project Steel development.

The petitioner will be available at Tuesday night's meeting to provide a full project presentation and answer any questions.

Attachments:

1. Transportation Impact Study for Project Steel dated September 2025 and prepared by Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.
2. EEI review comments re: Transportation Impact Study dated September 25, 2025
3. Project Steel Environmental Noise Assessment – Revision C dated September 19, 2025 and prepared by Shiner Acoustics, LLC
4. Letter from Katie Fraser and JC Witt of Prologis dated September 30, 2025 re: Follow-up to 9/23 City Council Meeting Items

Transportation Impact Study

for

Project Steel



Prepared For:
Prologis
6250 N. River Road, Suite 1100
Rosemont (Chicago), IL 60018

Prepared By:
Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.
200 W. Madison Street, Suite 2900
Chicago, IL 60606

LANGAN

September 2025
541061101

Transportation Impact Study

for

Project Steel

Prepared For:
Prologis
6250 N. River Road, Suite 1100
Rosemont (Chicago), IL 60018

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

Jason A. Puglisi, EIT
Staff Engineer
Langan Engineering
200 W Madison Street,
Suite 2900
Chicago, IL 60606

Phone: 312.547.7740
Email: jpuglisi@langan.com

Christopher A. Prisk, P.E, PTOE
Associate
Langan Engineering
200 W Madison Street,
Suite 2900
Chicago, IL 60606

Phone: 724.514.5154
Email: cprisk@langan.com



LANGAN

September 2025
541061101

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Appendix B	**–**	Turning Movement Count Data
Appendix C	**–**	Field Inventory Sketches
Appendix D	**–**	Intersection Photo Log
Appendix E	**–**	CMAP Correspondence
Appendix F	**–**	Excerpts from Project Cardinal Traffic Impact Study
Appendix G	**–**	Level of Service Definitions
Appendix H	**–**	2025 Existing Capacity Analysis
Appendix I	**–**	2034 No Build Capacity Analysis
Appendix J	**–**	2034 Build Capacity Analysis
Appendix K	**–**	2039 No Build Capacity Analysis
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Appendix M	**–**	2044 No Build Capacity Analysis
Appendix N	**–**	2044 Build Capacity Analysis
Appendix O	**–**	Signal Warrant Analysis

I. EXECUTIVE SUMMARY

Overview of Development

Langan has prepared the following Transportation Impact Study for the proposed Project Steel data center campus. The proposed development campus is anticipated to be constructed across three (3) phases with each phase consisting of six (6) two-story data centers. Each phase is proposing three (3) driveway connections, however, only one driveway is proposed to be used by development traffic while the other two driveways are for emergency access or substation access. This study assumes no traffic will enter or exit from the emergency and substation driveways during a typical day and these intersections were not analyzed in this study. The Phase 1 full access driveway is proposed along Corneils Road east of the existing Beecher Road intersection. The Phase 2 full access driveway is proposed along Eldamain Road south of the Galena Road intersection and the Phase 3 full access driveway is proposed along Corneils Road west of the existing Beecher Road intersection. Phase one of the development is anticipated to be complete by 2034, Phase 2 by 2039, and full build-out is anticipated by 2044.

Site Trip Generation and Distribution

Based on the consensus established during the scoping discussions with the city of Yorkville, client-provided data was used to estimate the trip generation of the proposed development. This data was then summarized for the AM peak hour of adjacent street (7:00 AM – 9:00 AM) and PM peak hour of adjacent street (4:00 PM – 6:00 PM).

The proposed full build-out is projected to generate 144 AM peak hour trips (0 In, 144 Out), 0 PM peak hour trips (0 In, 0 Out), and 1,080 daily trips.

Langan estimated preliminary employee trip distributions for the proposed development based on the location of the site, existing roadway volumes, and engineering judgement. Based on the surrounding roadway network, the following employee trip distributions are anticipated:

- 5% to / from the west along Galena Road (CO 9)
- 10% to / from the east along Galena Road (CO 9)
- 25% to / from the north via IL 47
- 30% to / from the south via IL 47
- 25% to / from the south along Eldamain Road (CO 7)
- 5% to / from the north along Ashe Road

This site traffic distribution in multiple directions will minimize site traffic impacts along the surrounding road network.

The proposed distributions were submitted to the city of Yorkville for review as part of the preliminary submissions on July 17th, 2025, and approved on July 29th, 2025.

Conclusions

The results of this study provide a broad overview of the transportation impacts that are associated with the proposed Project Steel development. There is expected to be minimal increases in delay under the 2034 Build, 2039 Build, and 2044 Build conditions with the addition of the proposed site trips. The majority of study area intersections are projected to operate at an overall LOS D or better during the AM and PM peak hour of the Build conditions or operate similarly to the No Build conditions with the exception of Bridge Street (IL 47) & Corneils Road intersection.

The proposed modifications to the existing transportation network which are recommended regardless of whether the proposed data center development is constructed are listed below:

- Bridge Street (IL 47) & Corneils Road (Int #8)

  (Improvements By Others)
  - Widen Bridge Street (IL 47) to provided two (2) through lanes in each direction along the major street. It is recommended that this improvement be constructed with the planned IDOT project to the north along IL 47 to address minor street delays in the 2039 No Build Opening year. The need for the roadway widening is not due to the traffic that is anticipated to be generated by Project Steel.

  - Signalizing this intersection is not currently recommended since it does not satisfy warrant criteria in the 2044 Build conditions. However, the intersection could meet at least one of the necessary warrants if development continues in the area. IDOT should continue to monitor the projected traffic volumes to determine if and when a traffic signal becomes warranted. Signalization of this intersection will not be warranted or required because of the traffic that is anticipated to be generated by Project Steel.

II. INTRODUCTION / PROJECT SUMMARY

Purpose of Report

Langan has prepared the following Transportation Impact Study (TIS) for the proposed Project Steel development. The proposed development campus is anticipated to be constructed across three (3) phases with each phase consisting of six (6) two-story data centers. Phase one of the development is anticipated to be complete by 2034, Phase 2 by 2039, and full build-out is anticipated by 2044. The site location and roadway network surrounding the proposed development is presented on **Figure 1**.

Each phase is proposing three (3) driveway connections, however, only one driveway is proposed to be used by development traffic while the other two driveways are for emergency access or substation access. This study assumes no traffic will enter or exit from the emergency and substation driveways during a typical day and these intersections were not analyzed in this study. The Phase 1 full access driveway is proposed along Corneils Road east of the existing Beecher Road intersection. The Phase 2 full access driveway is proposed along Eldamain Road south of the Galena Road intersection and the Phase 3 full access driveway is proposed along Corneils Road west of the

existing Beecher Road intersection. The conceptual site plan and proposed access locations are shown on **Figure 2**.

A series of scoping emails and phone calls occurred with the city of Yorkville, to introduce the project and present the recommended scope of the TIS. As a result of this coordination, consensus was established related to the proposed study area intersections, trip generation, background growth rates, background developments & roadway improvements, as well as the scope of analyses required for the TIS. A copy of this correspondence and the preliminary submission have been included in **Appendix A**.

This report examines if there are any impacts from the proposed development on the surrounding intersections and roadways. Based on the results of the analyses, this report provides recommended improvements as needed.

III. EXISTING STUDY AREA CONDITIONS

Study Area Roadways

Galena Road (CO 9) is a county highway with a posted speed limit of 55 mph. The road has an east west orientation near the site with one (1) travel lane in each direction and is classified a minor arterial. Galena Road provides dedicated left turn and right turn lanes at the Eldamain Road/Ashe Road intersection.

Eldamain Road (CO 7) is a county highway with one (1) travel lane in each direction separated by a concrete median. The roadway runs in a north south orientation as a minor Arterial with a posted speed limit of 45 MPH. Land use along this road is predominantly agricultural with some residential use.

Ashe Road is a minor arterial with a posted speed limit of 45 mph and runs in a north south direction. The road provides one (1) travel lane in each direction. Land use along Ashe Road is predominantly residential.

Corneils Road is a local road with a posted speed limit of 30 mph. The road runs in an east west orientation with one (1) travel lane in each direction. Land use along Corneils Road is generally agricultural, while providing direct access to residential communities.

Beecher Road is local road with a posted speed limit of 35 mph. The road provides one (1) travel lane in each direction with a north and south orientation. Land use is predominantly agricultural.

Bridge Street (IL 47) is a principal arterial with a posted speed limit of 55 mph which is under the jurisdiction of the Illinois Department of Transportation (IDOT), The road runs in the north south orientation and provides one (1) travel lane in each direction. Land use is generally agricultural and commercial.

Data Collection

In accordance with the approved scoping discussions, the scope of the study included peak period turning movement counts and analyses at the following Ten (10) intersections:

1. Eldamain Road/Ashe Road & Galena Road (signalized)
2. Eldamain Road & Proposed Site Driveway B (unsignalized)[1]
3. Eldamain Road & Corneils Road (unsignalized)
4. Corneils Road & Proposed Site Driveway C (unsignalized)[1]
5. Corneils Road & Beecher Road (unsignalized)
6. Corneils Road & Proposed Site Driveway A (unsignalized)[1]
7. Corneils Road & Proposed East Beecher Road Extension (unsignalized)[1]
8. IL-47 & Corneils Road (unsignalized)
9. IL-47 & Galena Road (signalized)
10. Galena Road & East Beecher Road (unsignalized)

Turning movement counts were collected on a typical weekday in June 2025. These counts were collected during the AM peak period (6:00 AM – 9:00 AM) and PM peak period (3:00 PM – 6:00 PM).

The turning movement count data were used to determine the AM and PM network peak hours. The AM network peak hour (7:00 AM – 8:00 AM) and PM network peak hour (3:30 PM - 4:30 PM) are the 2025 Existing Peak Hour Traffic Volumes shown on **Figure 3**. These volumes were used to analyze existing conditions and develop future conditions for the study area. Copies of the turning movement counts and counts are included as **Appendix B**.

Langan conducted a virtual reconnaissance of the study area to obtain existing intersection geometry, turn lane lengths, lane widths, and posted speed limits. The field inventory sketches are included in **Appendix C**. The intersection photo log is included in **Appendix D**.

IV. FUTURE TRAFFIC VOLUMES WITHOUT DEVELOPMENT

Regional Growth

To account for potential background traffic growth, a linear growth rates were calculated based on Chicago Metropolitan Agency for Planning (CMAP) 2050 ADT projections. The growth rate calculations are provided in **Table 1**. These growth rates were applied to the 2025 Existing Peak Hour Traffic Volumes to project them to the 2034 Phase 1 Opening Year, 2039 Phase 2 Opening Year, and the 2044 Full Build-out. These growth rates were agreed upon with the city of Yorkville during the preliminary submission and scoping discussions which are included in **Appendix A**. Note that the growth rate was not applied to the trips associated with the proposed background developments. The CMAP correspondence is included in **Appendix E**.

1 Existing mainline volumes at these intersections were determined from turning movements at nearby intersections.

The resulting 2034, 2039, and 2044 Regional Growth are illustrated on **Figures 4A, 5A & 6A** respectively.

Background Developments

As discussed during the TIS scoping process, the proposed Project Cardinal data center campus is located north of Galena Road and was required to be included in the background conditions for the Project Steel study. Project Cardinal includes 17.4 million SF of data center uses to be constructed over three (3) phases. All three phases are proposed to be constructed by 2031 which is prior to the completion of the first phase of Project Steel. The background development is projected to generate 2,169 AM peak hour trips (1,193 In, 976 Out) and 1,824 PM peak hour trips (545 In, 1,279 Out). These background trips were routed throughout the study area based on the distributions shown in the provided TIS. The Project Cardinal site trips that traverse the Project Steel study area are illustrated on **Figure 4B** and the Project Cardinal TIS is included as a reference in **Appendix F**.

2034 Phase 1 Opening Year No Build Traffic Volumes

The 2034 Regional Growth (**Figure 4A**) was added to the 2025 Existing Peak Hour Traffic Volumes (**Figure 3**) and the Project Cardinal Background Trips (**Figure 4B**). The resulting 2034 No Build Peak Hour Traffic Volumes are illustrated on **Figure 4**.

2039 Phase 2 Opening Year No Build Traffic Volumes

The 2039 Regional Growth (**Figure 5A**) was added to the 2025 Existing Peak Hour Traffic Volumes (**Figure 3**) and the Project Cardinal Background Trips (**Figure 4B**). The resulting 2039 No Build Peak Hour Traffic Volumes are illustrated on **Figure 5**.

2044 Full Build-out No Build Traffic Volumes

The 2044 Regional Growth (**Figure 6A**) was added to the 2025 Existing Peak Hour Traffic Volumes (**Figure 3**) and the Project Cardinal Background Trips (**Figure 4B**). The resulting 2044 No Build Peak Hour Traffic Volumes are illustrated on **Figure 6**.

V. DEVELOPMENT DESCRIPTION

The proposed development campus is anticipated to be constructed across three (3) phases with each phase consisting of six (6) two-story data centers. Phase one of the development is anticipated to be complete by 2034, Phase 2 by 2039, and full build-out is anticipated by 2044.

East Beecher Road Realignment

To accommodate the proposed development, the developer is proposing to relocate Beecher Road to the east and intersect with Corneils Road. The new connection will extend the existing East Beecher Road from Galena Road directly to Corneils Road. 2025 Existing Peak Hour Volumes traveling on Beecher Road were relocated to the proposed Beecher and Corneils Road intersection. These relocated trips are illustrated on **Figure 7.**

Proposed Site Access

Each phase of the development is proposing three (3) driveway connections, however, only one driveway is proposed to be used by development traffic while the other two driveways are for emergency vehicles or substation access. This study assumes no traffic will enter or exit from the emergency and substation driveways during a typical day and these intersections were not analyzed in this study. The Phase 1 full access driveway is proposed along Corneils Road east of the Beecher Road intersection. The Phase 2 full access driveway is proposed along Eldamain Road south of the Galena Road intersection and the Phase 3 full access driveway is proposed along Corneils Road west of the Beecher Road intersection.

Site Trip Generation

Based on the consensus established during the scoping discussions with the city of Yorkville, client-provided data was used to estimate the trip generation of the proposed development. This data was then summarized for the AM peak hour of adjacent street (7:00 AM – 9:00 AM) and PM peak hour of adjacent street (4:00 PM – 6:00 PM).

Trip generation for the proposed data center was calculated based on the projected number of employees for each phase of the development Each data center building is anticipated to require a staff of 30 people split amongst shifts to provide all day coverage. The first shift, the morning shift, is anticipated to contain 50% (15 people per building) of the staff and will run between 6:00 AM and 2:00 PM. The afternoon shift is anticipated to contain 25% (7 people per building) of the total employees and will run between 12:00 PM and 8:00 PM. Finally, the remaining 25% (8 people per building) of employees will work the night shift from 8:00 PM - 8:00 AM. Given these shift times, the majority of traffic generated by the campus will occur outside the AM and PM adjacent street peak hours. Assuming all staff trips will be made in single occupancy vehicles, the resulting trip generation for each phase is anticipated to be as follows:

- Phase 1 – Six Buildings
  - 48 AM Peak Hour trips (0 In, 48 Out)
  - 0 PM Peak Hour trips (0 In, 0 Out)
- Phase 1+2 – Twelve Buildings
  - 96 AM Peak Hour trips (0 In, 96 Out)
  - 0 PM Peak Hour trips (0 In, 0 Out)
- Full Build-out – Eighteen Buildings
  - 144 AM Peak Hour trips (0 In, 144 Out)
  - 0 PM Peak Hour trips (0 In, 0 Out)

The site trip generation has been summarized in **Table 2.**

Site Trip Distribution

Langan estimated preliminary employee trip distributions for the proposed development based on the location of the site and existing roadway volumes, and engineering judgement. Based on the surrounding roadway network, the following employee trip distributions are anticipated:

- 5% to / from the west along Galena Road (CO 9)
- 10% to / from the east along Galena Road (CO 9)
- 25% to / from the north via IL 47
- 30% to / from the south via IL 47
- 25% to / from the south along Eldamain Road (CO 7)
- 5% to / from the north along Ashe Road

This site traffic distribution in multiple directions will minimize site traffic impacts along the surrounding road network. The resulting employee site-generated trips for Phase 1, Phase 1+2, and Full Build-out (Phase 1+2+3) are illustrated on **Figures 8, 9, & 10** respectively.

VI. FUTURE TRAFFIC VOLUMES WITH DEVELOPMENT

2034 Phase 1 Opening Year Build Traffic Volumes

We developed 2034 Build traffic volumes by adding the Phase 1 Site Trips (**Figure 8**) to the 2034 No Build Peak Hour Traffic Volumes (**Figure 4**) and the Beecher Road Rerouted Volumes (**Figure 7**). The 2034 Build Peak Hour Traffic Volumes are illustrated on **Figure 11**. These volumes were used to evaluate the study area intersections under the 2034 Phase 1 Opening Year Build condition.

2039 Phase 2 Opening Year Build Traffic Volumes

We developed 2039 Build traffic volumes by adding the Phase 1+2 Site Trips (**Figure 9**) to the 2039 No Build Peak Hour Traffic Volumes (**Figure 5**) and the Beecher Road Rerouted Volumes (**Figure 7).** The 2039 Build Peak Hour Traffic Volumes are illustrated on **Figure 12**. These volumes were used to evaluate the study area intersections under the 2039 Phase 2 Opening Year Build condition.

2044 Full Build-out Opening Year Build Traffic Volumes

We developed 2044 Build traffic volumes by adding the Phase 1+2+3 Site Trips (**Figure 10**) to the 2044 No Build Peak Hour Traffic Volumes (**Figure 6**) and the Beecher Road Rerouted Volumes (**Figure 7**). The 2044 Build Peak Hour Traffic Volumes are illustrated on **Figure 13**. These volumes were used to evaluate the study area intersections under the 2044 Full Build-out Opening Year Build condition.

VII. OPERATIONAL AND IMPROVEMENT ANALYSES

Capacity and Level of Service Analysis

Langan utilized the collected turning movement count data and existing roadway geometry and characteristics to perform capacity analyses using Synchro 12 capacity analysis software.

These analyses calculate the delay experienced by an average motorist and assign the appropriate level of service (LOS). There are six levels of service that are defined for any intersection. They are given a letter designated from A to F, with LOS A representing the best operating conditions and LOS F the worst. Typically, review agencies consider LOS D or better acceptable for urban conditions. Table A & Table B in **Appendix G** depicts the level of service criteria for signalized and unsignalized intersections.

Levels of service (LOS) were calculated for the AM Network peak hour (7:00 AM – 8:00 AM) and PM Network peak hour (3:30 PM – 4:30 PM) under the following conditions:

- 2025 Existing
- 2034 Phase 1 Opening Year No Build
- 2034 Phase 1 Opening Year Build
- 2039 Phase 2 Opening Year No Build
- 2039 Phase 2 Opening Year Build
- 2044 Full Build-out Opening Year No Build
- 2044 Full Build-out Opening Year Build

Roadway grades and lane widths were obtained through a desktop reconnaissance which were incorporated into the calculations. Existing peak hour factors and heavy vehicle percentages from the turning movement counts were also incorporated into the calculations. The level of service for each intersection are summarized in **Tables 3A – 3B** and the Synchro printouts for each analysis condition can be found in **Appendices H – N**, respectively. The proposed IDOT project along IL 47 consists of widening the roadway to provide two travel lanes in each direction and signal improvements. These improvements were incorporated into all No Build and Build analyses as the project is likely to be completed before the 2034 Phase 1 opening year.

As shown in the tables, there will be minimal increases in delay under the 2034 Build, 2039 Build, and 2044 Build conditions with the addition of the proposed site trips. The majority of study area intersections are projected to operate at an overall LOS D or better during the AM and PM peak hour of the Build conditions or operate similarly to the No Build conditions with the exception of Bridge Street (IL 47) & Corneils Road intersection.

Analyses indicated that minor street approaches at the Bridge Street (IL 47) & Corneils Road fail under the 2034 No Build scenario with delay further increasing in subsequent No Build and Build scenarios. As such, it is evident that the degradation of operations at this intersection is not related to the traffic generated by the proposed Project Steel development.

Traffic Signal Warrant Analyses

Peak Hour and Four-Hour traffic signal warrants were evaluated at the Bridge Street (IL 47) & Corneils Road intersection for the 2025 Existing, No Build, and Build scenarios in accordance with the *Manual of Uniform Traffic Control Devices* and with minimal 20% right turn reductions. According to the analyses, none of analyzed scenarios meet the Peak Hour or Four-Hour Warrants.

All signal warrant analyses are included in **Appendix O.**

Build with Improvement Analyses

To accommodate the proposed development and to address the No Build drops in level of service at the intersection identified above, the following roadway and intersection improvements are recommended:

Bridge Street (IL 47) & Corneils Road (Int #8)

(Improvements By Others)

- It is recommended that the proposed IDOT project along IL 47 be extended south of its current terminus to encompass this intersection. It is recommended that two (2) thru lanes in each direction be provided along Bridge Street (IL 47). This improvement is necessary to address minor street delays under the No Build condition and is not required to mitigate Project Steel impacts.

VIII. CONCLUSIONS

The results of this study provide a broad overview of the transportation impacts that are associated with the proposed Project Steel development. There is expected to be minimal increases in delay under the 2034 Build, 2039 Build, and 2044 Build conditions with the addition of the proposed site trips. The majority of study area intersections are projected to operate at an overall LOS D or better during the AM and PM peak hour of the Build conditions or operate similarly to the No Build conditions with the exception of Bridge Street (IL 47) & Corneils Road intersection.

The proposed modifications to the existing transportation network which are recommended regardless of whether the proposed data center development is constructed are listed below:

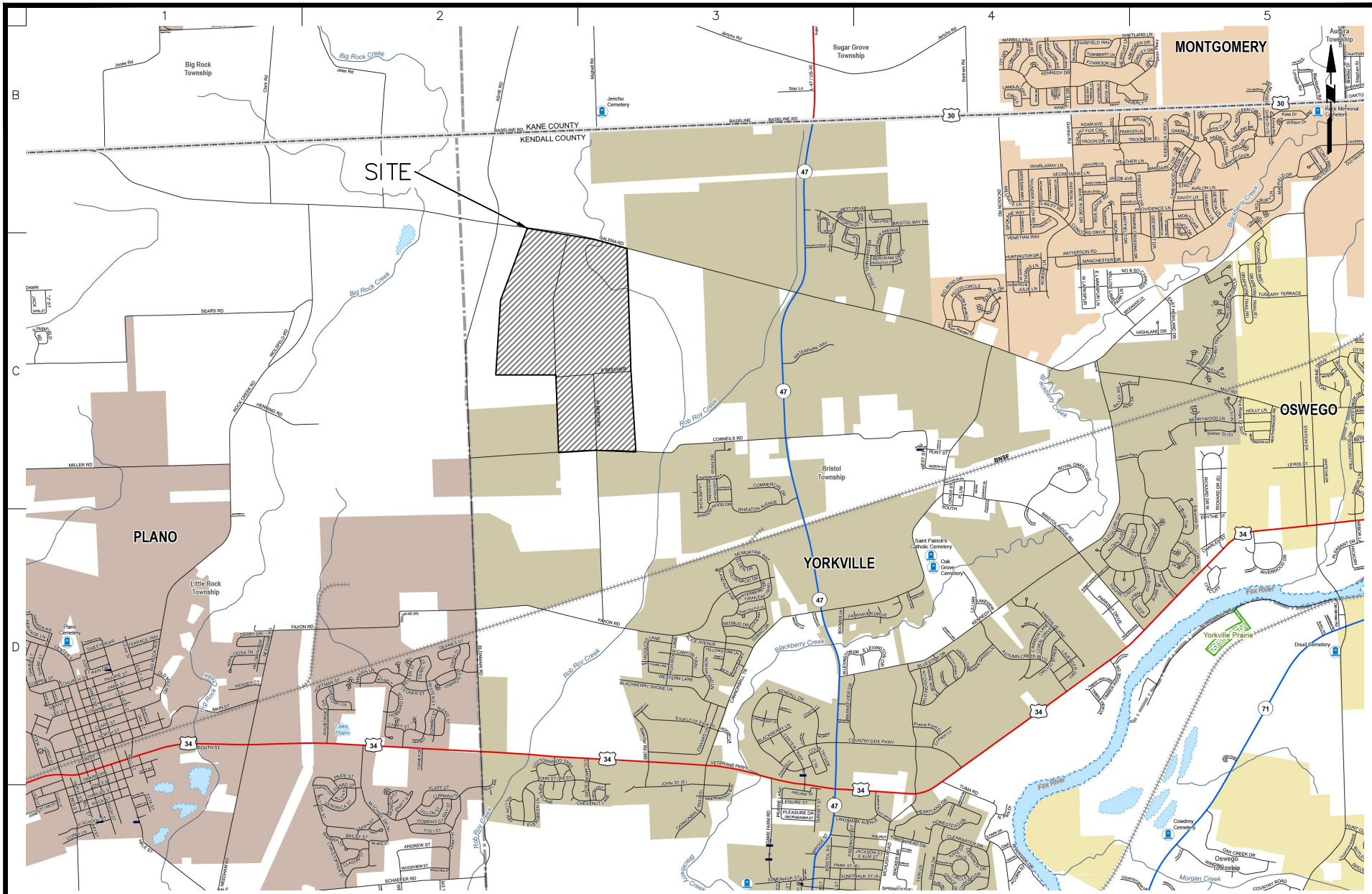
- Bridge Street (IL 47) & Corneils Road (Int #8)

  (Improvements By Others)
  - Widen Bridge Street (IL 47) to provided two (2) through lanes in each direction along the major street. It is recommended that this improvement be constructed with the planned IDOT project to the north along IL 47 to address minor street delays in the 2039 No Build Opening year. The need for the roadway widening is not due to the traffic that is anticipated to be generated by Project Steel.
  - Signalizing this intersection is not currently recommended since it does not satisfy warrant criteria in the 2044 Build conditions. However, the intersection could meet at

least one of the necessary warrants if development continues in the area. IDOT should continue to monitor the projected traffic volumes to determine if and when a traffic signal becomes warranted. Signalization of this intersection will not be warranted or required because of the traffic that is anticipated to be generated by Project Steel.

FIGURES

Figure 1 – Site Location
Figure 2 – Conceptual Site Plan
Figure 3 – 2025 Existing Peak Hour Traffic Volumes
Figure 4 – 2034 No Build Peak Hour Traffic Volumes
Figure 4A – 2034 Regional Growth
Figure 4B – Project Cardinal Background Site Trips
Figure 5 – 2039 No Build Peak Hour Traffic Volumes
Figure 5A – 2039 Regional Growth
Figure 6 – 2044 No Build Peak Hour Traffic Volumes
Figure 6A – 2044 Regional Growth
Figure 7 – Beecher Road Rerouted Traffic Volumes
Figure 8 – Phase 1 Site Trips
Figure 9 – Phase 1+2 Site Trips
Figure 10 – Phase 1+2+3 Site Trips
Figure 11 – 2034 Build Peak Hour Traffic Volumes
Figure 12 – 2039 Build Peak Hour Traffic Volumes
Figure 13 – 2044 Build Peak Hour Traffic Volumes



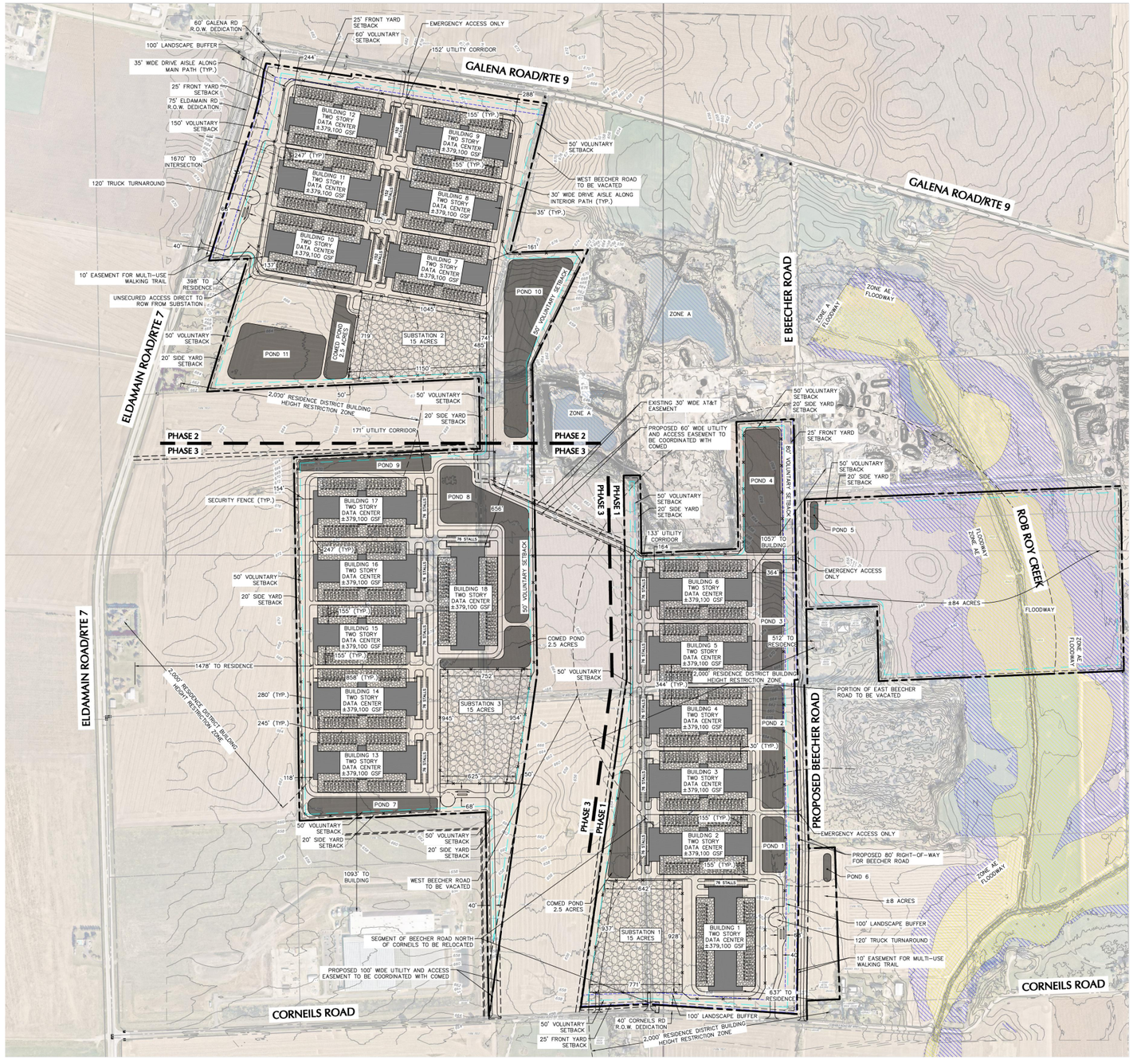
LANGAN Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C. 200 West Madison Street, Suite 2900 Chicago, IL 60606 T: 312.547.7700 F: 312.547.7701 www.langan.com	Project **PROJECT STEEL** YORKVILLE KENDALL COUNTY ILLINOIS	Drawing Title **SITE LOCATION**	Project No. **541061101** Date **AUGUST 2025** Drawn By **SS** Checked By **CAP**	Figure **1**

Date: 8/5/2025 Time: 08:58 User: sasivakumar Style Table: Langan.stb Layout: FIG 1 Document Code: FG-541061101-0203-KT001-0102

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NOTE:
(1) CONCEPTUAL SITE PLAN PROVIDED BY LANGAN ON 5/16/2025.

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SCALE IN FEET

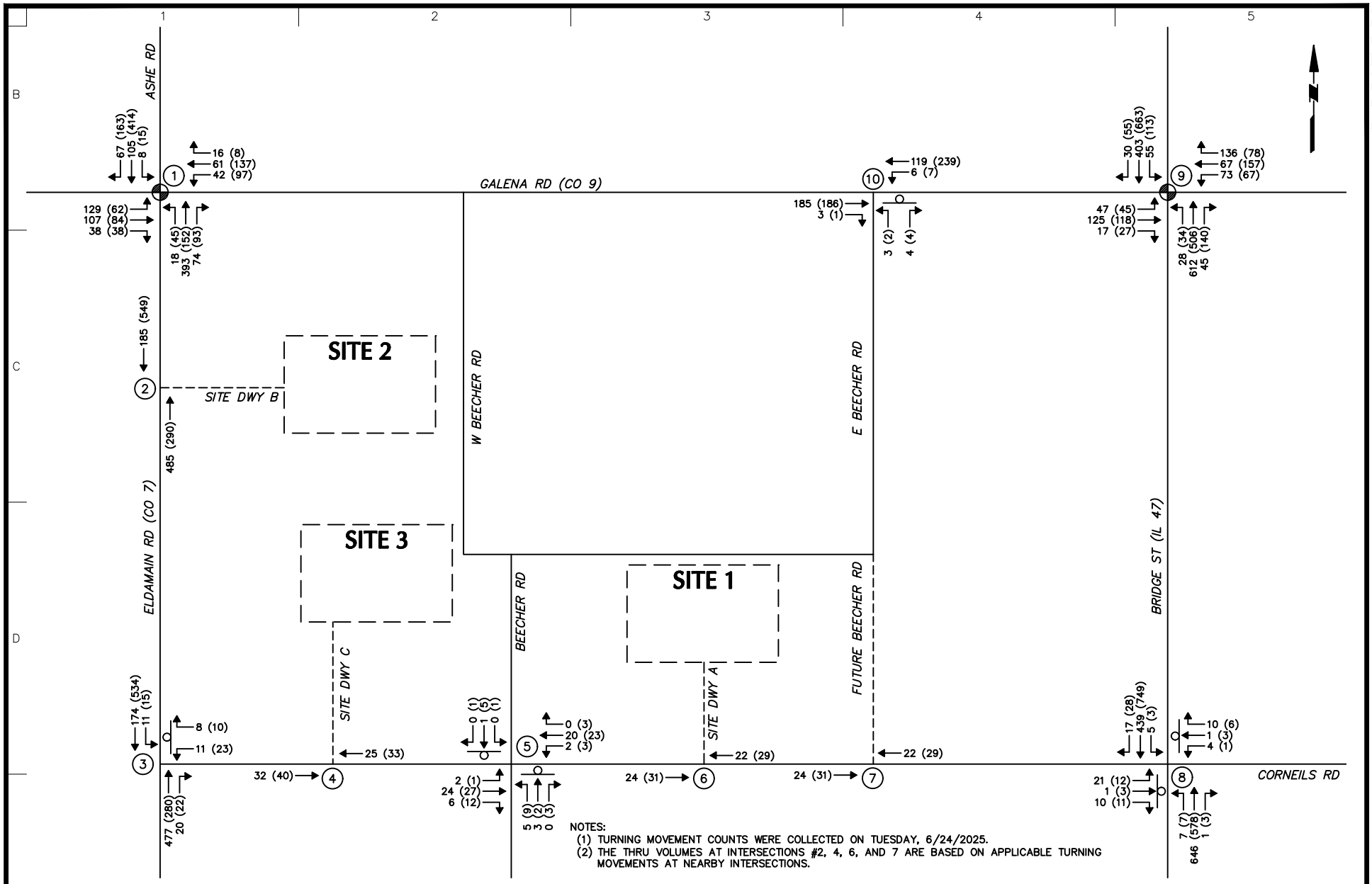
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Project	PROJECT STEEL
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	KENDALL COUNTY ILLINOIS
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Project No.	541061101
Date	AUGUST 2025
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Checked By	CAP
Figure	2

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NOTES:
(1) TURNING MOVEMENT COUNTS WERE COLLECTED ON TUESDAY, 6/24/2025.
(2) THE THRU VOLUMES AT INTERSECTIONS #2, 4, 6, AND 7 ARE BASED ON APPLICABLE TURNING MOVEMENTS AT NEARBY INTERSECTIONS.

LEGEND

- XX - AM PEAK HOUR
- (XX) - PM PEAK HOUR
- - STOP SIGN
- - TRAFFIC SIGNAL
- - INTERSECTION ID

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Drawing Title
2025 EXISTING PEAK HOUR TRAFFIC VOLUMES

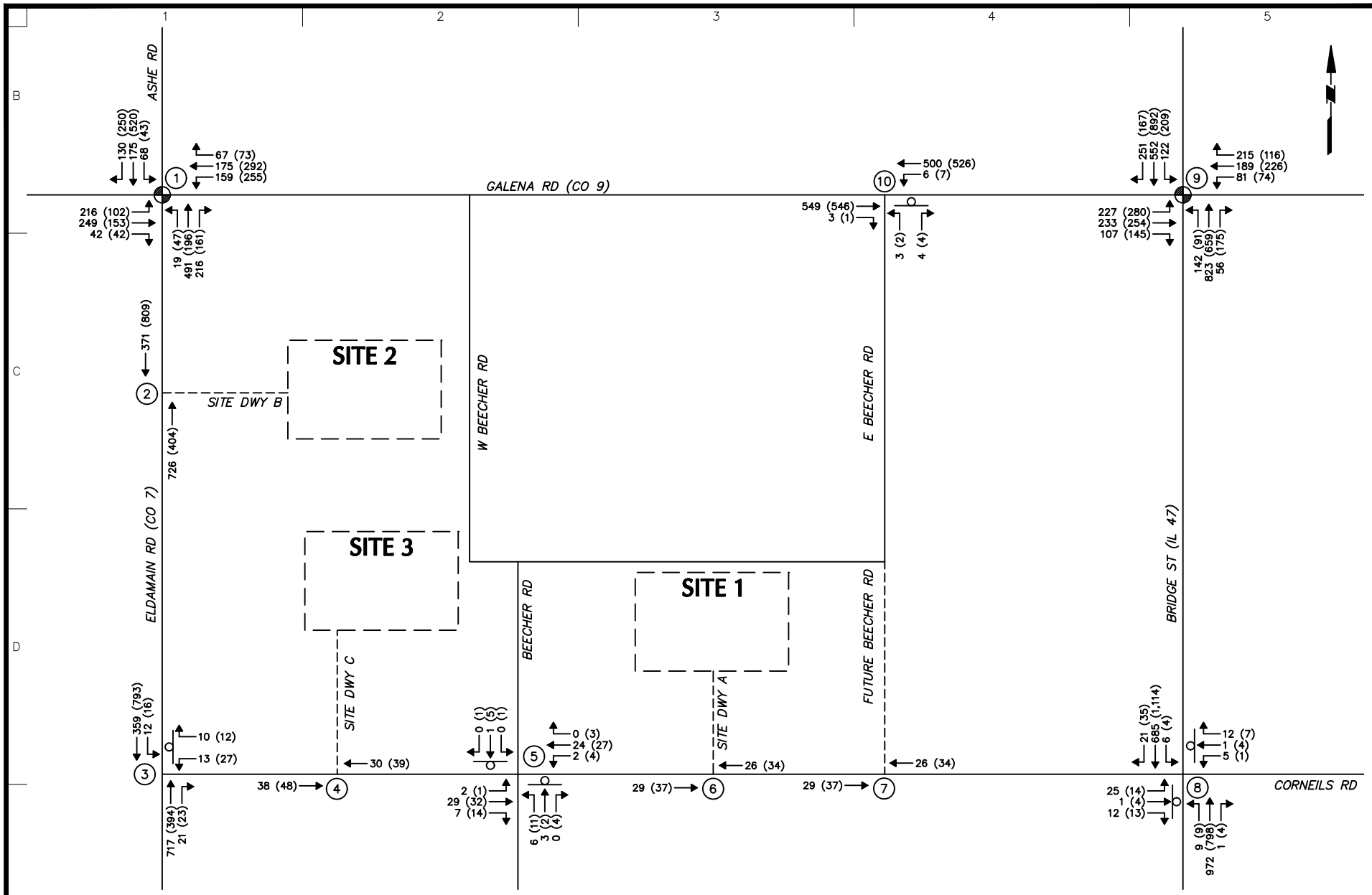
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LEGEND

- XX - AM PEAK HOUR
- (XX) - PM PEAK HOUR
- STOP SIGN
- TRAFFIC SIGNAL
- INTERSECTION ID

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Drawing Title: **2034 NO BUILD PEAK HOUR TRAFFIC VOLUMES**

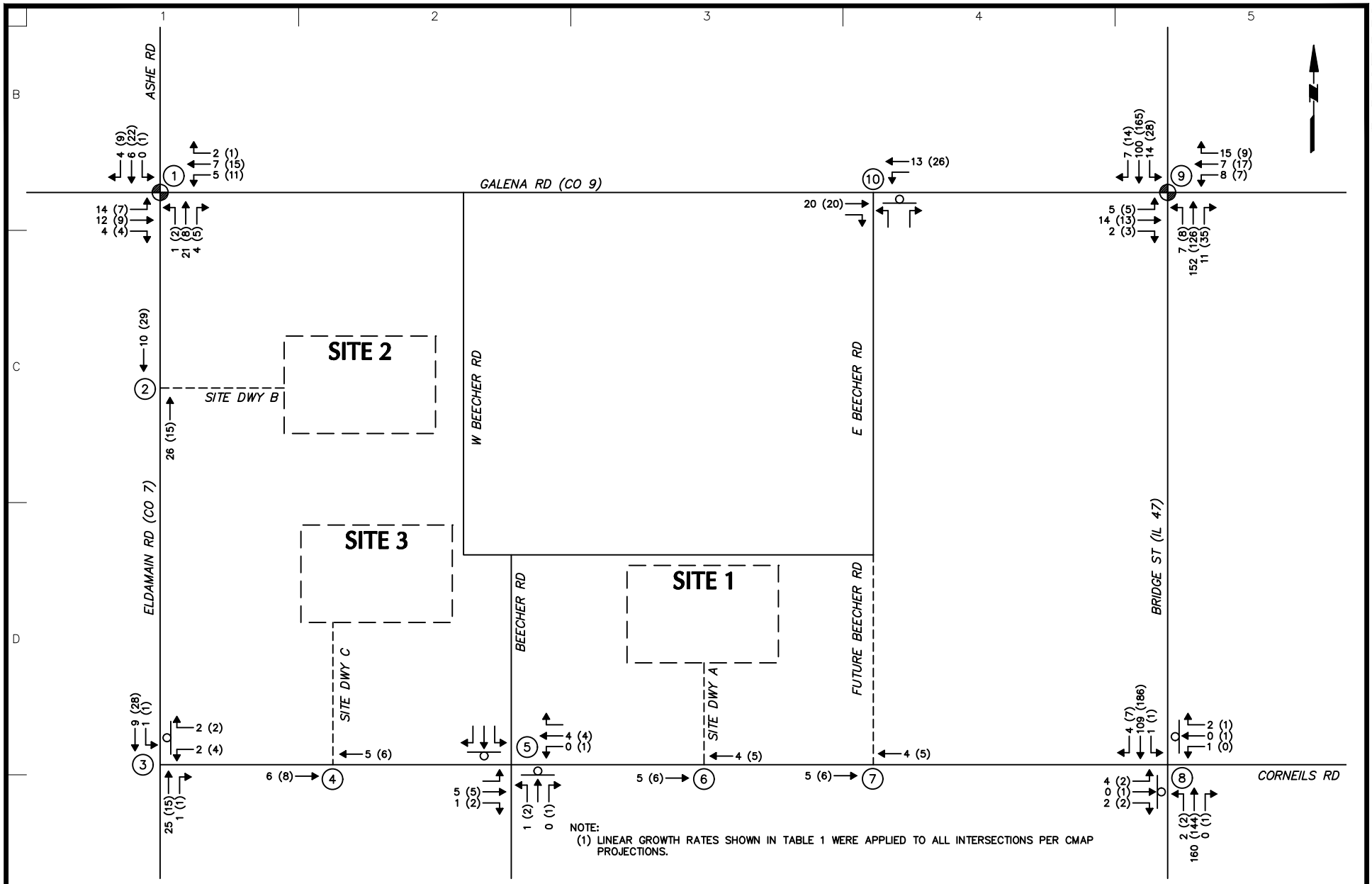
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Figure	4

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Drawing Title
2034 REGIONAL GROWTH

Project No. 541061101
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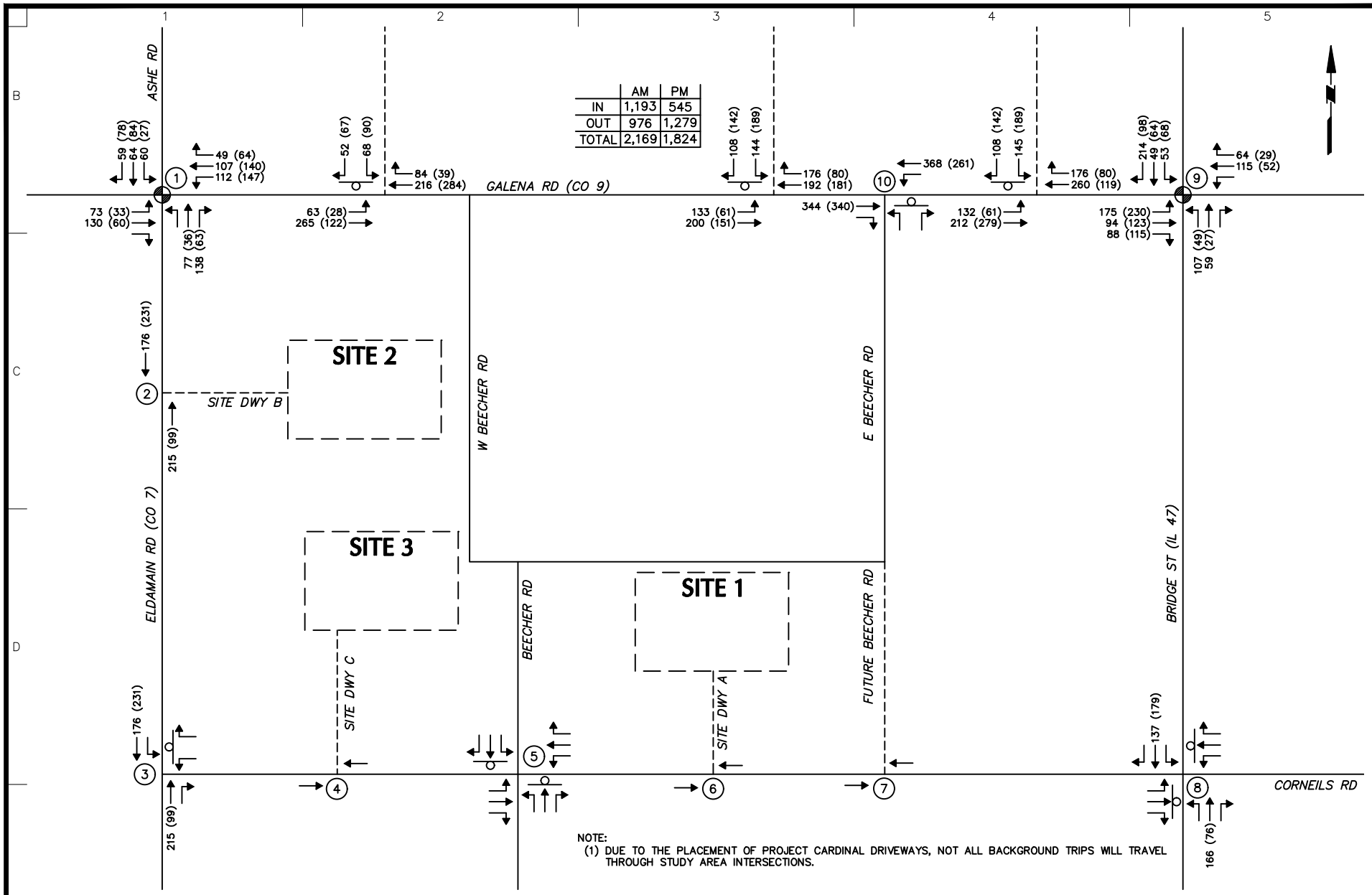
Figure 4A

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LEGEND

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- (XX) - PM PEAK HOUR
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Drawing Title
PROJECT CARDINAL BACKGROUND SITE TRIPS

Project No. 541061101
Date AUGUST 2025
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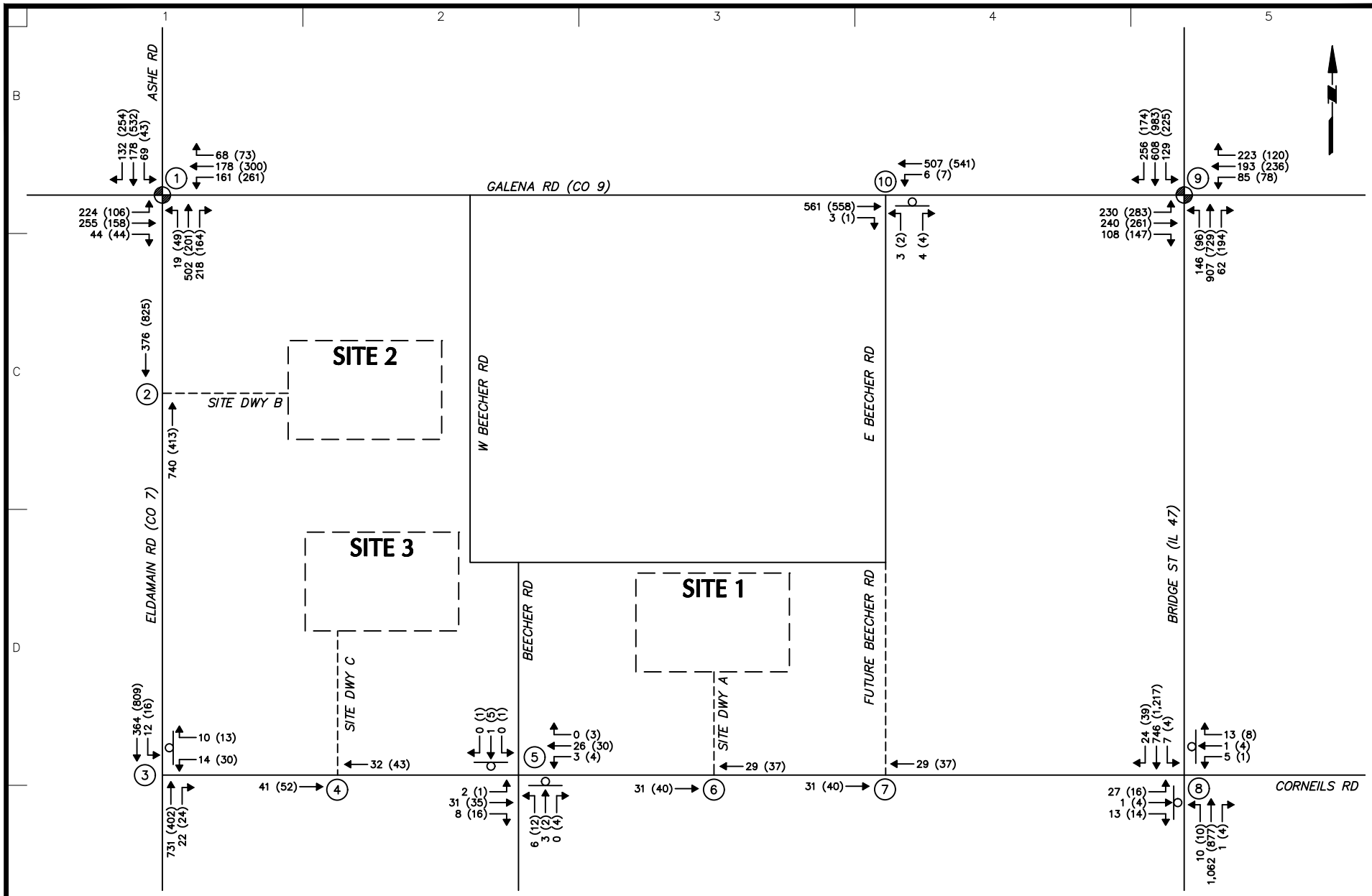
Figure 4B

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LEGEND

- XX - AM PEAK HOUR
- (XX) - PM PEAK HOUR
- STOP SIGN
- TRAFFIC SIGNAL
- INTERSECTION ID

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Project
PROJECT STEEL
YORKVILLE
KENDALL COUNTY ILLINOIS

Drawing Title
2039 NO BUILD PEAK HOUR TRAFFIC VOLUMES

Project No. 541061101
Date AUGUST 2025
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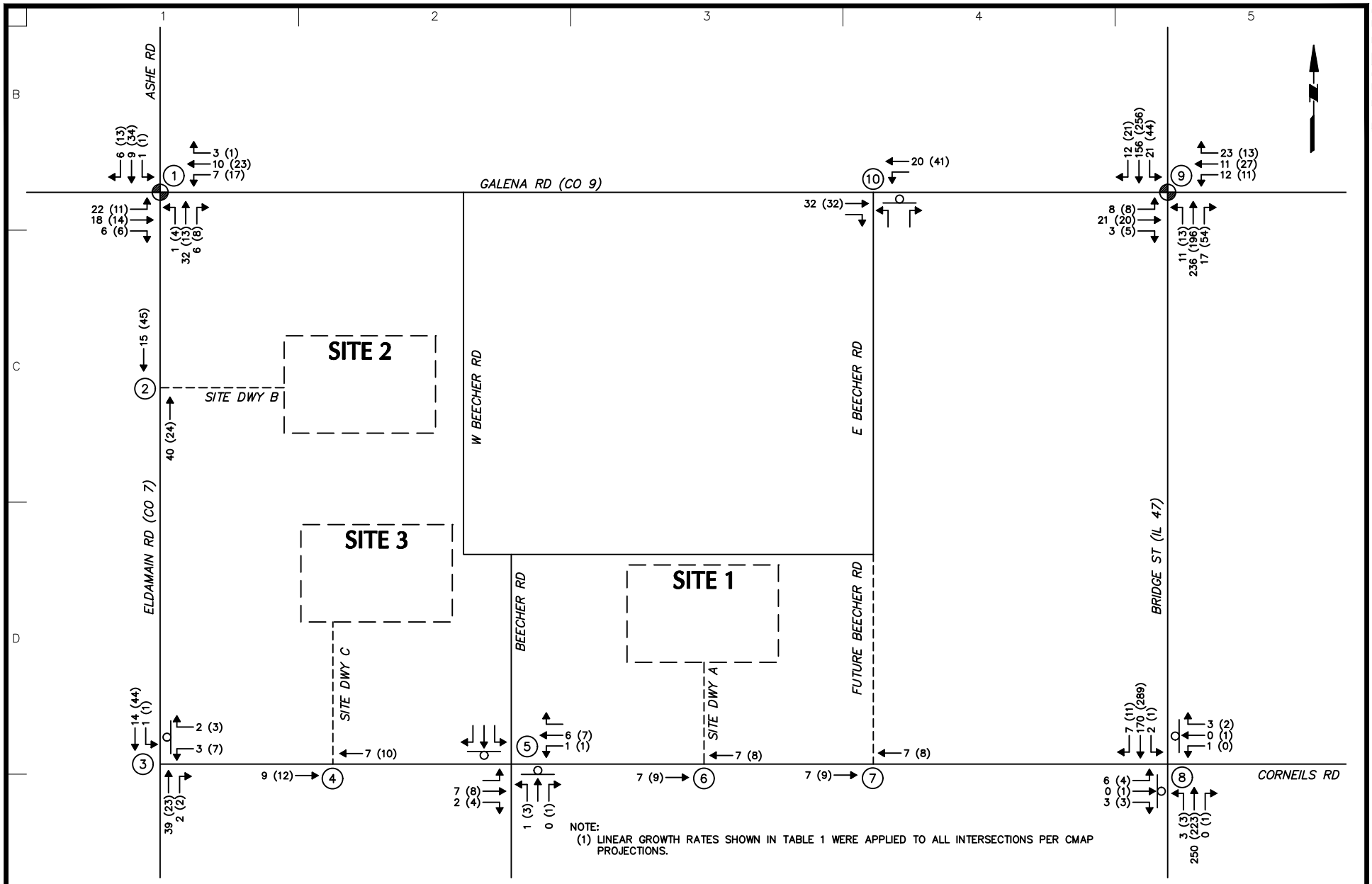
Figure 5

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LEGEND

- xx - AM PEAK HOUR
- (xx) - PM PEAK HOUR
- - STOP SIGN
- - TRAFFIC SIGNAL
- - INTERSECTION ID

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Project
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KENDALL COUNTY ILLINOIS

Drawing Title
2039 REGIONAL GROWTH

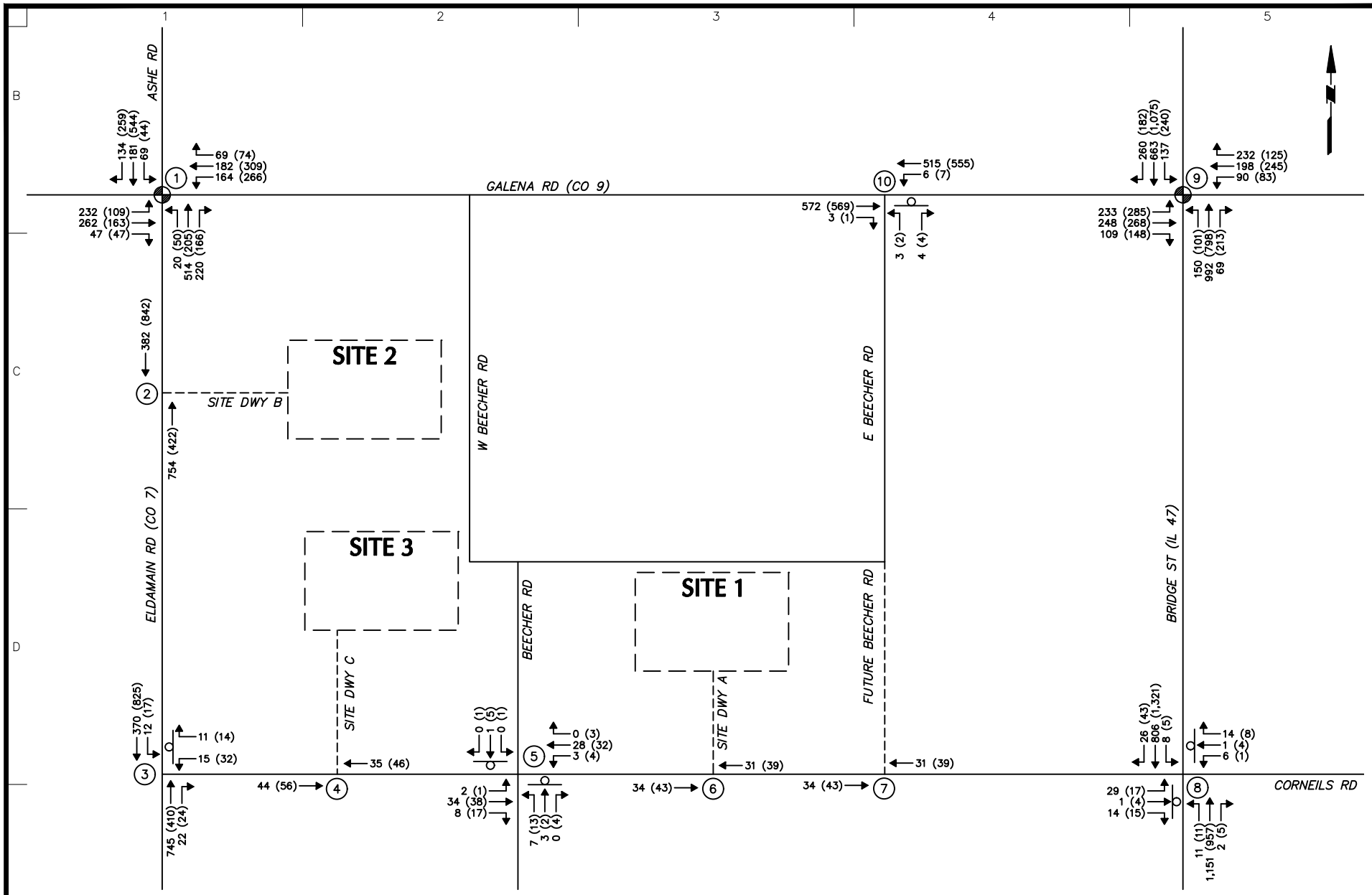
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Figure 5A

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LEGEND

- XX - AM PEAK HOUR
- (XX) - PM PEAK HOUR
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Drawing Title
2044 NO BUILD PEAK HOUR TRAFFIC VOLUMES

Project No.	541061101
Date	AUGUST 2025
Drawn By	SS
Checked By	CAP

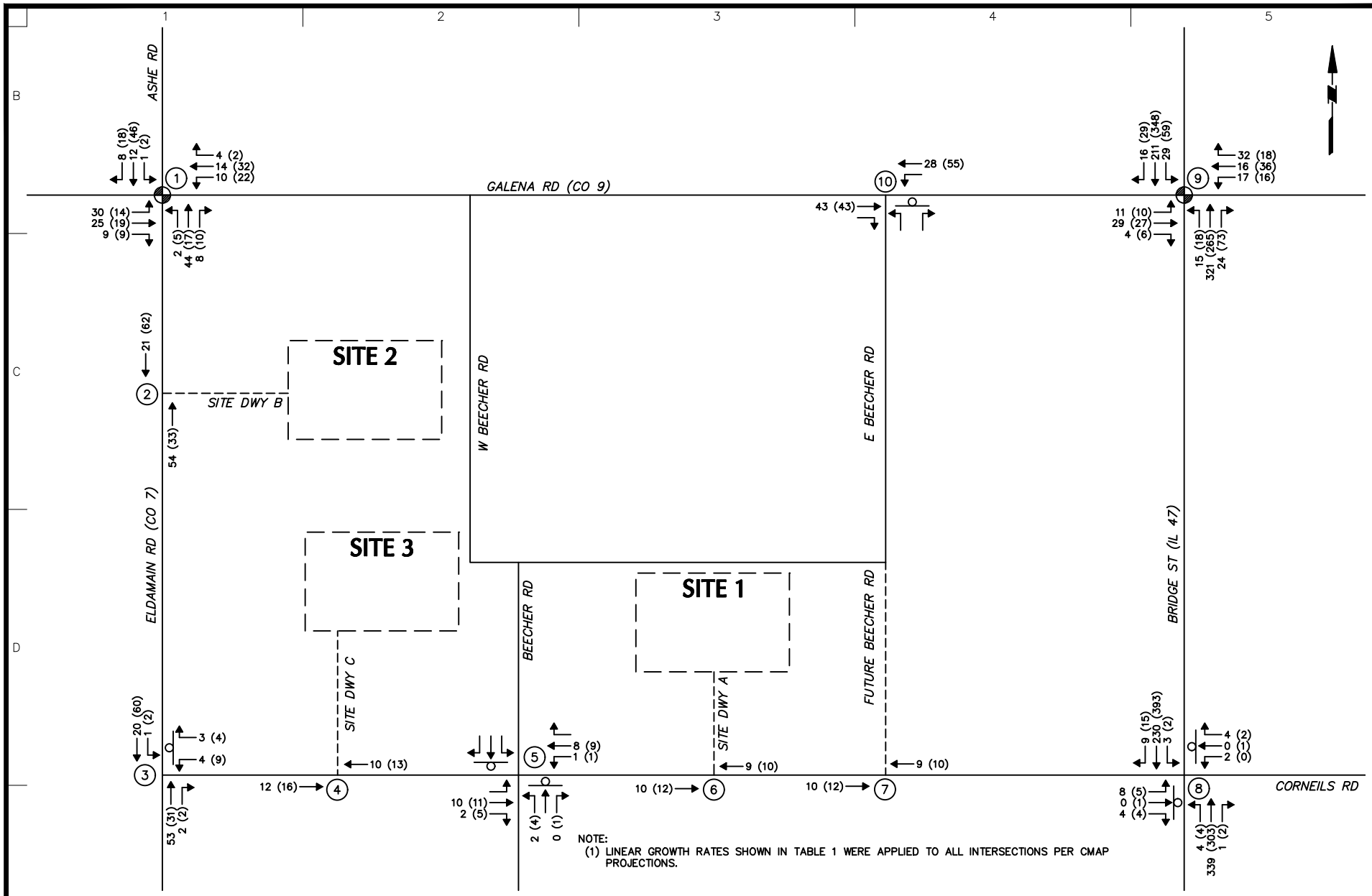
Figure 6

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NOTE:
(1) LINEAR GROWTH RATES SHOWN IN TABLE 1 WERE APPLIED TO ALL INTERSECTIONS PER CMAP PROJECTIONS.

LEGEND

- XX - AM PEAK HOUR
- (XX) - PM PEAK HOUR
- STOP SIGN
- TRAFFIC SIGNAL
- INTERSECTION ID

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KENDALL COUNTY ILLINOIS

Drawing Title
2044 REGIONAL GROWTH

Project No.	541061101
Date	AUGUST 2025
Drawn By	SS
Checked By	CAP

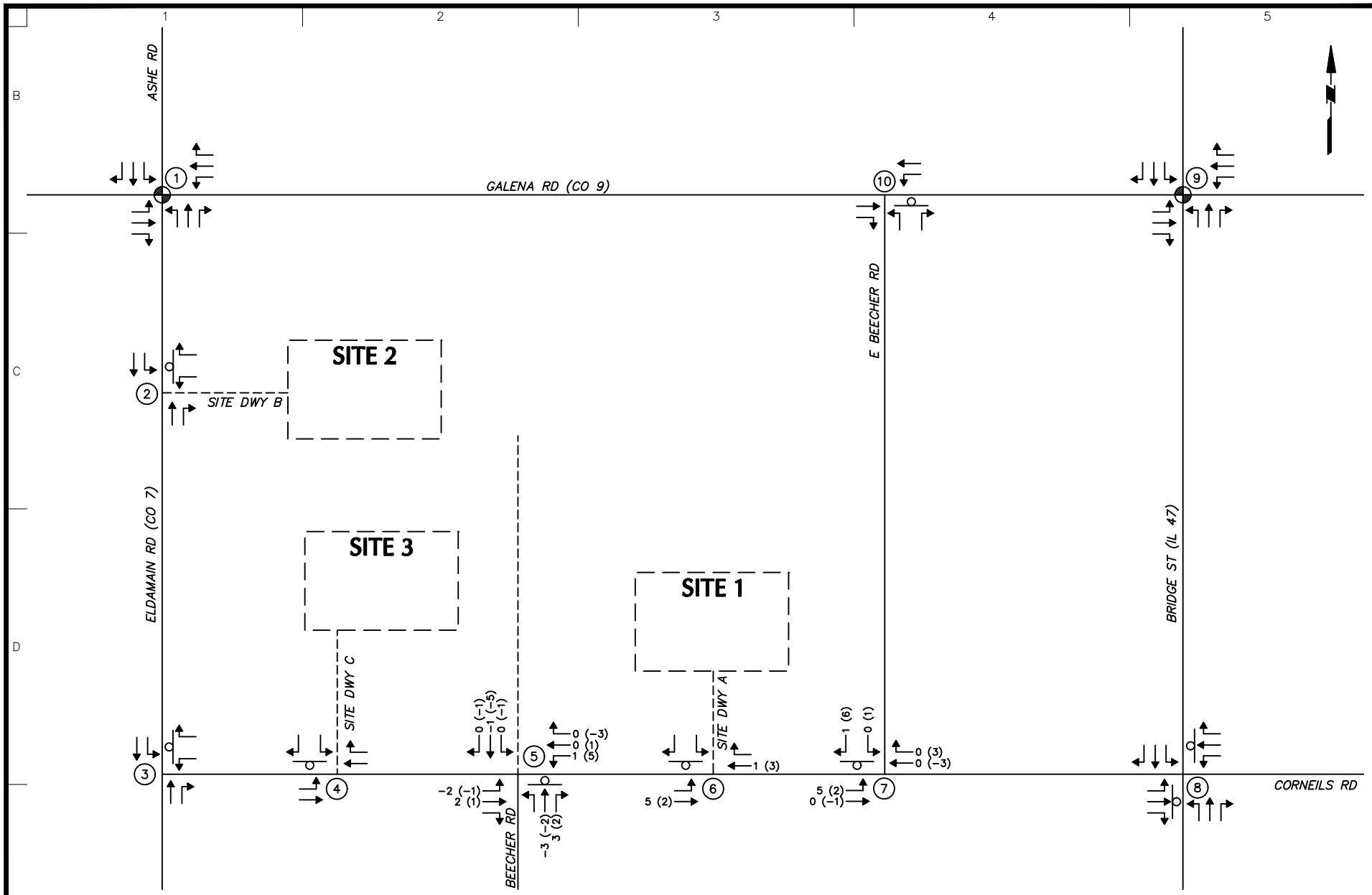
Figure
6A

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LEGEND

- XX - AM PEAK HOUR
- (XX) - PM PEAK HOUR
- - STOP SIGN
- - TRAFFIC SIGNAL
- - INTERSECTION ID

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Project
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Drawing Title
BEECHER ROAD REROUTED TRAFFIC VOLUMES

Project No.	541061101
Date	AUGUST 2025
Drawn By	SS
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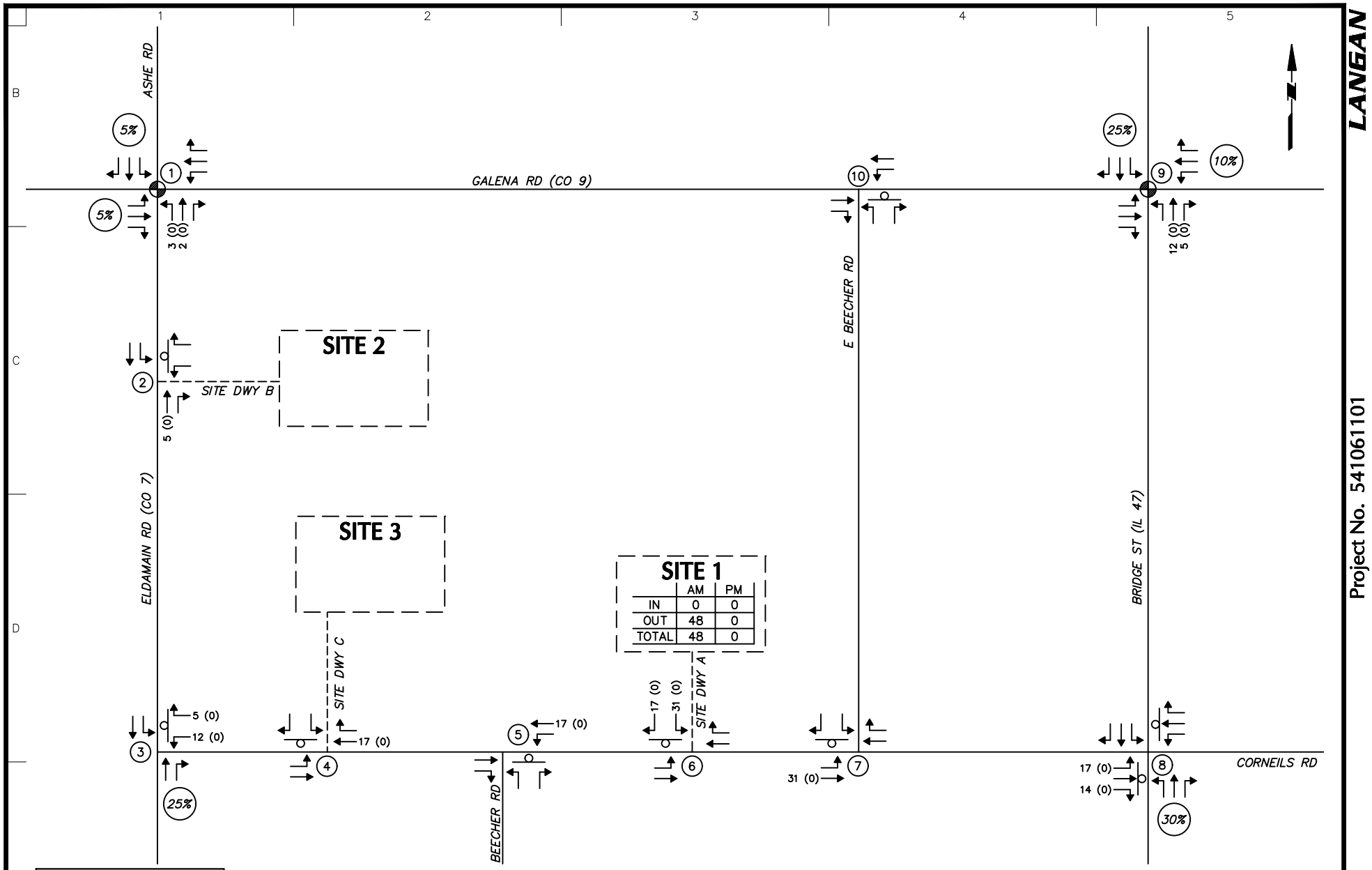
Figure
7

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	AM	PM
IN	0	0
OUT	48	0
TOTAL	48	0

LEGEND

- xx - AM PEAK HOUR
- (xx) - PM PEAK HOUR
- - STOP SIGN
- - TRAFFIC SIGNAL
- (#) - INTERSECTION ID
- (X%) - TRIP DISTRIBUTION

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KENDALL COUNTY ILLINOIS

Drawing Title
PHASE 1
SITE TRIPS

Project No. 541061101
Date AUGUST 2025
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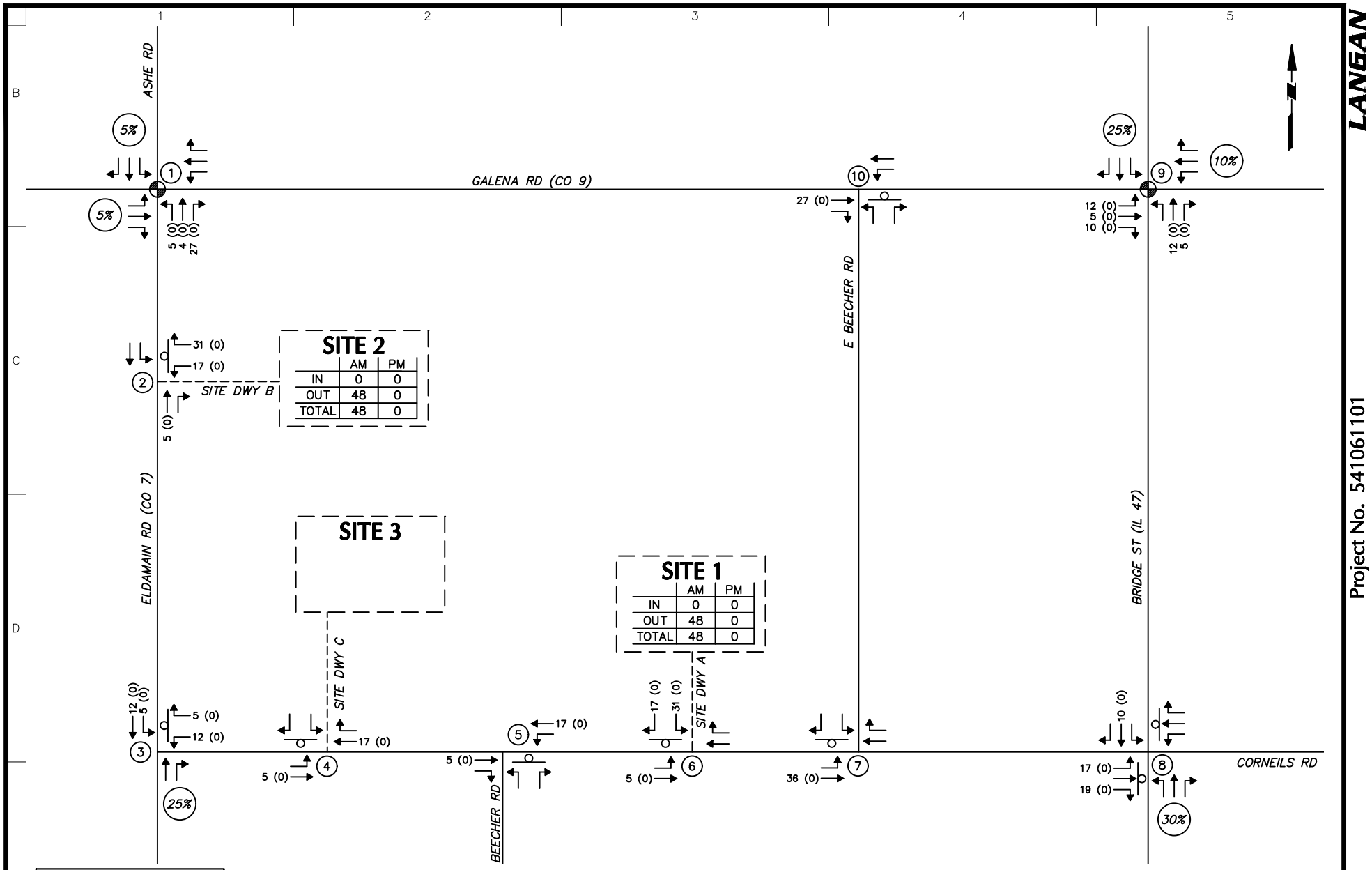
Figure 8

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KENDALL COUNTY ILLINOIS

Drawing Title
PHASE 1+2
SITE TRIPS

Project No. 541061101
Date AUGUST 2025
Drawn By SS
Checked By CAP

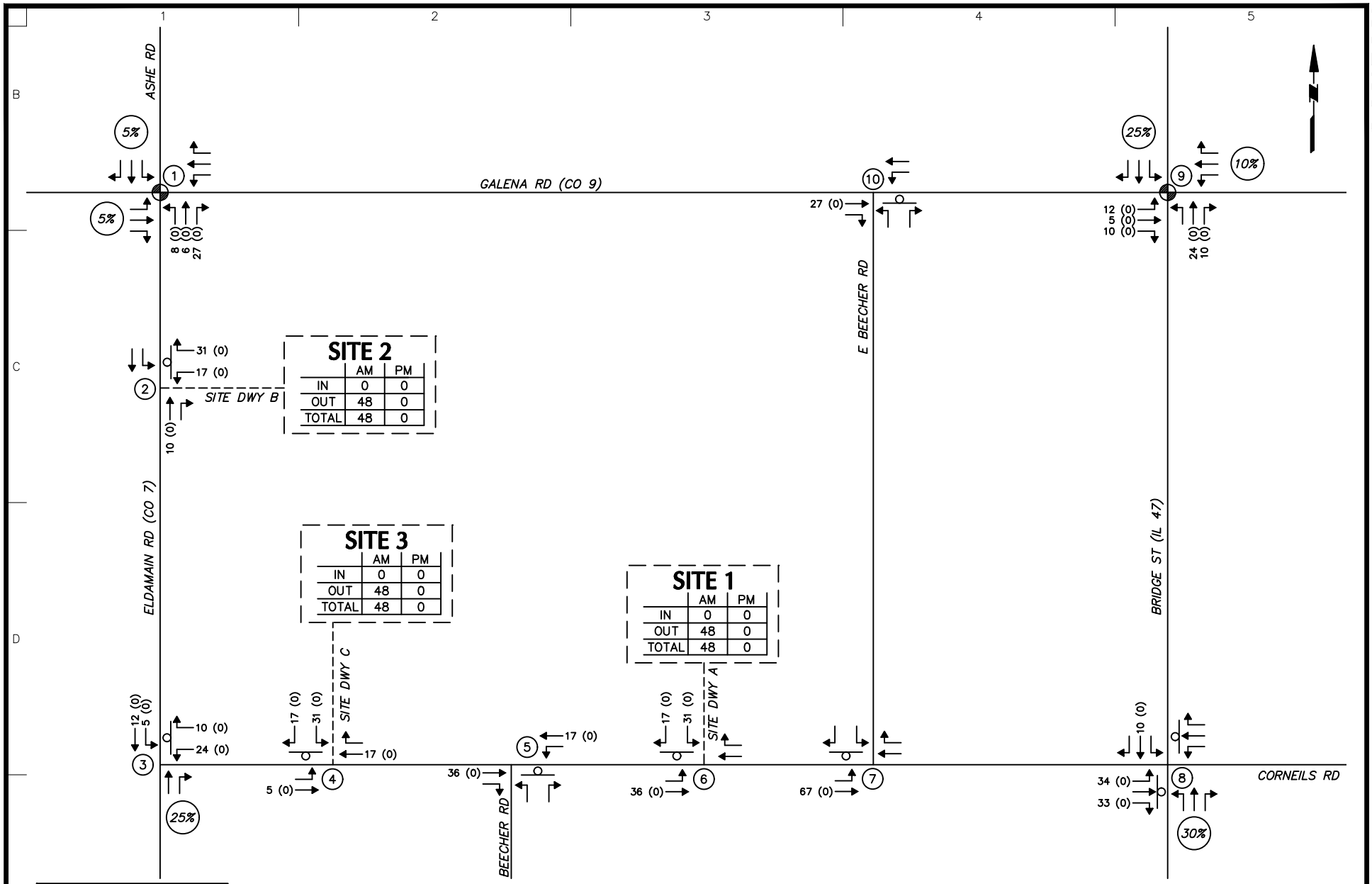
Figure 9

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Drawing Title
PHASE 1+2+3
SITE TRIPS

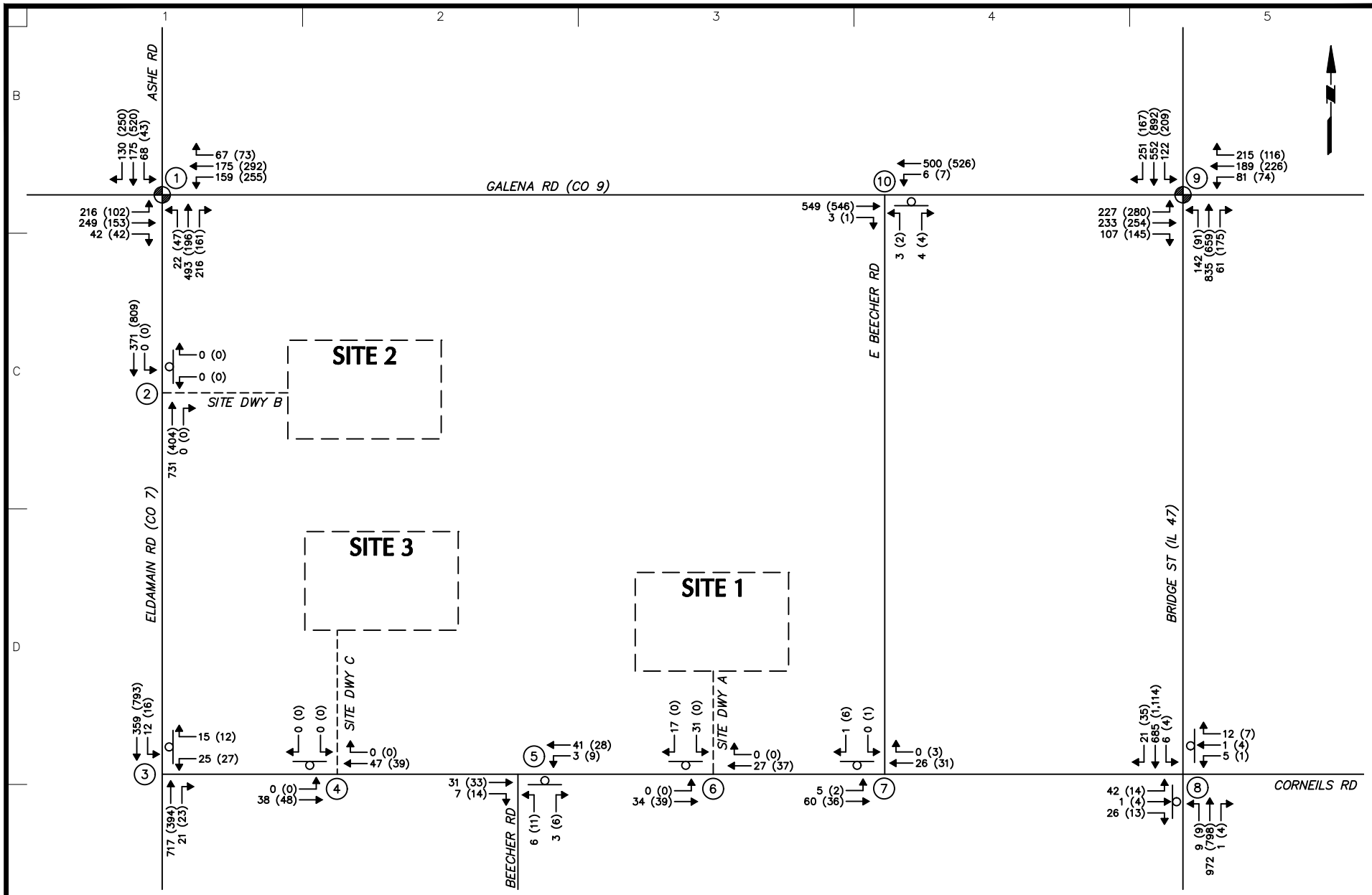
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Figure 10

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LEGEND

- XX - AM PEAK HOUR
- (XX) - PM PEAK HOUR
- STOP SIGN
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Drawing Title
2034 BUILD PEAK HOUR TRAFFIC VOLUMES

Project No.	541061101
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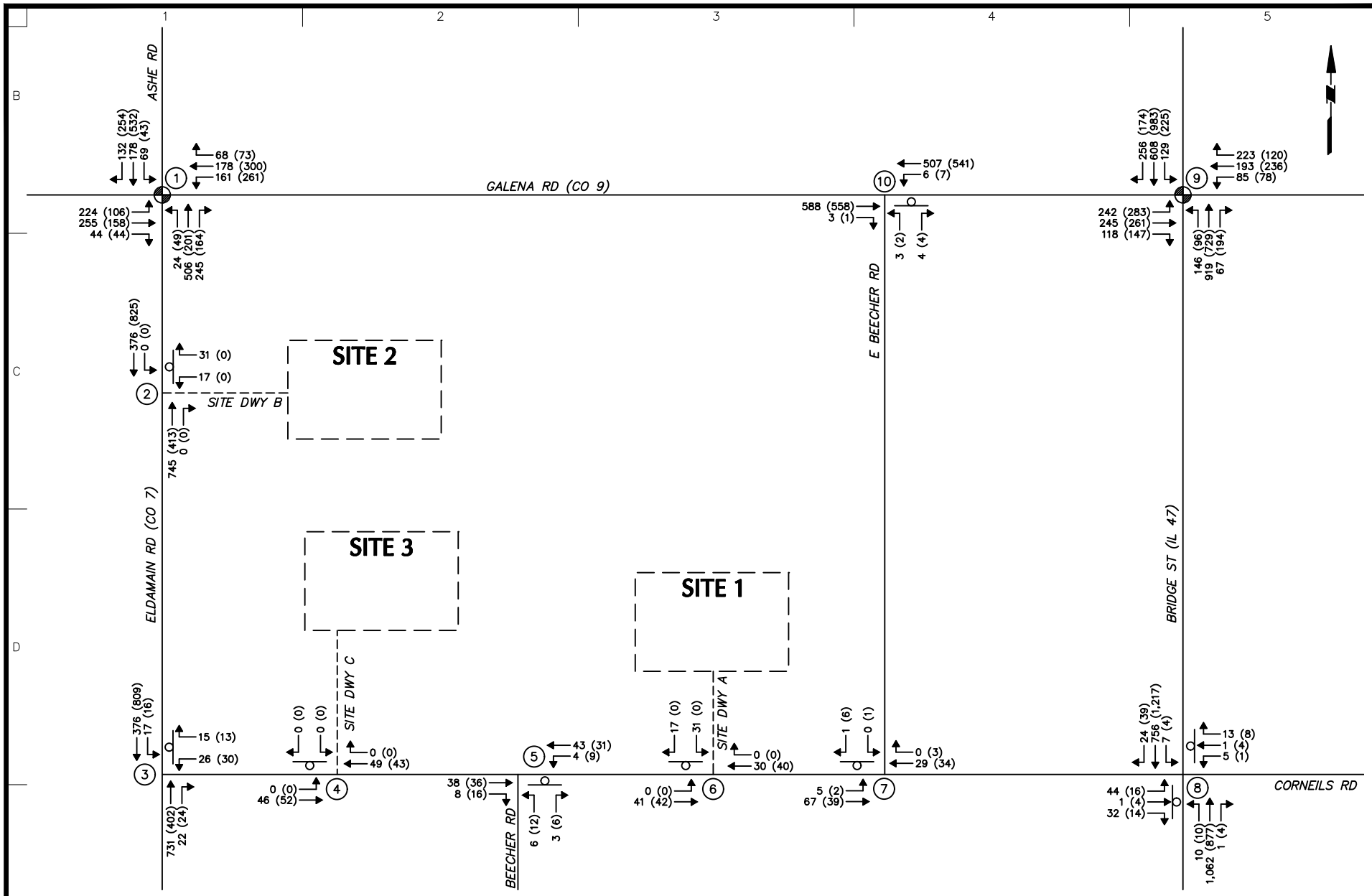
Figure
11

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LEGEND

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- TRAFFIC SIGNAL
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Drawing Title: 2039 BUILD PEAK HOUR TRAFFIC VOLUMES

Project No. 541061101
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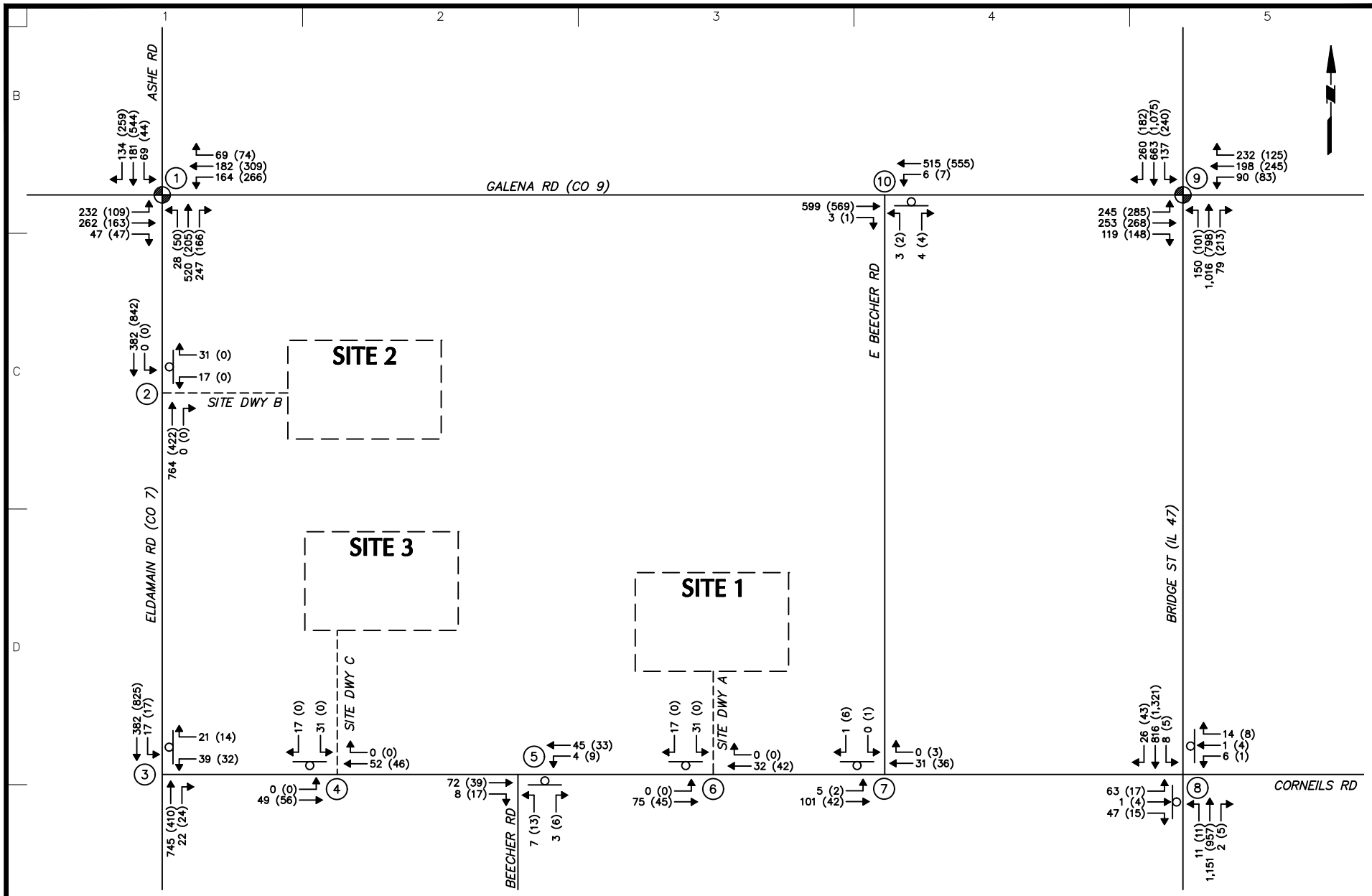
Figure 12

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LEGEND

- XX - AM PEAK HOUR
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Figure 13

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TABLES

Table 1 – CMAP Growth Rate Calculations
Table 2 – Site Trip Generation
Table 3A – AM Peak Hour Level of Service Comparison
Table 3B – PM Peak Hour Level of Service Comparison

Table 1
CMAP Growth Rate Calculations
Project Steel

ROAD SEGMENT	Current Year	Current ADT	Year 2050 ADT	Growth Rate Factor	2034	2039	2044
Galena Road between IL 47 and Eldamain Road	2024	5,050	6,650	1.22%	0.110	0.171	0.232
Eldamain Road Between Galena and Corneils Road	2024	7,800	9,000	0.59%	0.053	0.083	0.112
Corneils Road between Eldamain Road and IL 47	2024	1,150	1,900	2.51%	0.226	0.351	0.477
IL 47 between Corneils Road and Galena Road	2023	15,300	26,700	2.76%	0.248	0.386	0.524

Notes:

Current year ADT information obtained from Getting Around Illinois Annual Average Daily Traffic interactive map.
2050 ADT projections provided by CMAP.

Table 2
Site Trip Generation (Client Site-Specific)
Project Steel

Land Use	ITE Code	Size	Units	AM Peak Hour IN	AM Peak Hour OUT	AM Peak Hour TOTAL	PM Peak Hour IN	PM Peak Hour OUT	PM Peak Hour TOTAL	Weekday ADT
Phase 1 - 2,274,600 GSF	---	6	Buildings	0	48	48	0	0	0	360
Phase 2 - 2,274,600 GSF	---	6	Buildings	0	48	48	0	0	0	360
Phase 3 - 2,274,600 GSF	---	6	Buildings	0	48	48	0	0	0	360
Total Proposed Master Plan External Vehicular Site Trips				**0**	**144**	**144**	**0**	**0**	**0**	**1,080**
Total Phase 1 Master Plan Site Trips				0	48	48	0	0	0	360
Total Phase 1+2 Master Plan Site Trips				0	96	96	0	0	0	720

Notes:

Trip generation calculations based on information provided by the client.
Each data center is assumed to need a staff of 30 employees
Day shift 50% of total employees (15 people per building): 6:00 AM - 2:00 PM
Afternoon shift 25% of the total employees (7 people per building): 12:00 PM - 8:00 PM
Night shift 25% of the total employees (8 people per building): 8:00 PM - 8:00 AM
Weekday ADT is a bi-directional traffic volume (In + Out).
Mode split reduction was not applied to the calculations due to a lack of multi-modal infrastructure in the study area.
AM Peak Hour of Adjacent Street 7:00 AM - 9:00 AM
PM Peak Hour of Adjacent Street 4:00 PM - 6:00 PM

Table 3A
Level of Service

AM / PM PEAK		AM PEAK HOUR (LOS / Delay)									
Direction	Approach / Movement	2025	2034			2039			2044		
		Existing	No Build	Build	Build with Improvements	No Build	Build	Build with Improvements	No Build	Build	Build with Improvements
INTERSECTION		1) Galena Road (CO 9) & Ashe Road/Eldamain Road (CO 7)									
Galena Road (CO 9)											
Eastbound	Left Turn	B (18.5)	C (26.6)	C (26.7)		C (28.0)	C (28.4)		C (29.6)	C (30.0)	
	Through	C (20.5)	D (39.0)	D (39.1)		D (39.6)	D (39.9)		D (40.0)	D (40.3)	
	Right Turn	B (18.8)	C (27.7)	C (27.6)		C (28.0)	C (28.0)		C (28.2)	C (28.1)	
	Approach	B (19.3)	C (32.8)	C (32.9)		C (33.6)	C (33.9)		C (34.5)	C (34.9)	
Westbound	Left Turn	C (20.2)	D (44.0)	D (44.2)		D (47.2)	D (48.3)		D (51.5)	D (52.8)	
	Through	C (22.2)	C (33.0)	C (33.0)		C (33.2)	C (33.5)		C (33.5)	C (33.7)	
	Right Turn	C (21.0)	C (26.2)	C (26.3)		C (26.4)	C (26.6)		C (26.6)	C (26.8)	
	Approach	C (21.3)	D (36.2)	D (36.3)		D (37.6)	D (38.2)		D (39.4)	D (40.1)	
Ashe Road/Eldamain Road (CO											
Northbound	Left Turn	B (13.6)	B (15.1)	B (15.0)		B (15.2)	B (15.1)		B (15.3)	B (15.2)	
	Through	C (22.1)	C (28.4)	C (28.5)		C (29.2)	C (29.2)		C (30.1)	C (30.2)	
	Right Turn	B (14.0)	B (16.3)	B (16.3)		B (16.6)	B (17.7)		B (16.8)	B (18.0)	
	Approach	C (20.5)	C (24.5)	C (24.5)		C (25.1)	C (25.2)		C (25.9)	C (25.9)	
Southbound	Left Turn	B (14.9)	B (17.6)	B (17.6)		B (18.0)	B (18.1)		B (18.4)	B (18.5)	
	Through	B (15.4)	B (16.6)	B (16.7)		B (16.7)	B (16.8)		B (16.9)	B (17.1)	
	Right Turn	B (11.3)	B (10.8)	B (10.9)		B (10.9)	B (11.0)		B (11.1)	B (11.3)	
	Approach	B (13.8)	B (14.7)	B (14.8)		B (14.9)	B (15.0)		B (15.2)	B (15.3)	
OVERALL		**B (19.2)**	**C (27.1)**	**C (27.2)**		**C (27.9)**	**C (28.1)**		**C (28.8)**	**C (29.0)**	
INTERSECTION		2) Eldamain Road (CO 7) & Site Driveway B									
Site Driveway B											
Westbound	Left Turn						C (21.3)			C (22.0)	
	Right Turn										
	Approach						C (21.3)			C (22.0)	
Eldamain Road (CO 7)											
Northbound	Through						A (0.0)			A (0.0)	
	Right Turn										
	Approach						A (0.0)			A (0.0)	
Southbound	Left Turn						A (0.0)			A (0.0)	
	Through										
	Approach						A (0.0)			A (0.0)	
OVERALL							**A (0.9)**			**A (0.9)**	
INTERSECTION		3) Eldamain Road (CO 7) & Corneils Road									
Corneils Road											
Westbound	Left Turn	C (16.3)	D (29.3)	D (31.9)		D (30.4)	D (34.8)		D (31.6)	E (40.6)	
	Right Turn	B (12.2)	C (15.7)	C (15.9)		C (15.9)	C (16.1)		C (16.2)	C (16.6)	
	Approach	B (14.6)	C (23.4)	D (25.9)		C (24.4)	D (28.0)		D (25.1)	D (32.2)	
Eldamain Road (CO 7)											
Northbound	Through	A (0.0)	A (0.0)	A (0.0)		A (0.0)	A (0.0)		A (0.0)	A (0.0)	
	Right Turn	A (0.0)	A (0.0)	A (0.0)		A (0.0)	A (0.0)		A (0.0)	A (0.0)	
	Approach	A (0.0)	A (0.0)	A (0.0)		A (0.0)	A (0.0)		A (0.0)	A (0.0)	
Southbound	Left Turn	A (8.6)	A (9.7)	A (9.7)		A (9.7)	A (9.8)		A (9.8)	A (9.9)	
	Through	A (0.0)	A (0.0)	A (0.0)		A (0.0)	A (0.0)		A (0.0)	A (0.0)	
	Approach	A (0.5)	A (0.3)	A (0.3)		A (0.3)	A (0.4)		A (0.3)	A (0.4)	
OVERALL		**A (0.5)**	**A (0.6)**	**A (1.0)**		**A (0.6)**	**A (1.1)**		**A (0.7)**	**A (1.7)**	
INTERSECTION		4) Corneils Road & Site Driveway C									
Corneils Road											
Eastbound	Left Turn									A (0.0)	
	Through										
	Approach									A (0.0)	
Westbound	Through									A (0.0)	
	Right Turn										
	Approach									A (0.0)	
Site Driveway C											
Southbound	Left Turn									A (9.3)	
	Right Turn										
	Approach									A (9.3)	
OVERALL										**A (3.0)**	
INTERSECTION		5) Corneils Road & Beecher Road									
Corneils Road											
Eastbound	Left Turn	A (7.3)	A (7.3)			A (7.3)			A (7.3)		
	Through			A (0.0)			A (0.0)			A (0.0)	
	Right Turn										
	Approach	A (7.3)	A (7.3)	A (0.0)		A (7.3)	A (0.0)		A (7.3)	A (0.0)	
Westbound	Left Turn	A (7.3)	A (7.3)	A (7.3)		A (7.3)	A (7.3)		A (7.3)	A (7.4)	
	Through										
	Right Turn										
	Approach	A (7.3)	A (7.3)	A (7.3)		A (7.3)	A (7.3)		A (7.3)	A (7.4)	
Beecher Road											
Northbound	Left Turn	A (9.2)	A (9.2)	A (8.9)		A (9.3)	A (9.0)		A (9.3)	A (9.3)	
	Through										
	Right Turn			A (8.9)			A (9.0)			A (9.3)	
	Approach	A (9.2)	A (9.2)	A (8.9)		A (9.3)	A (9.0)		A (9.3)	A (9.3)	
Southbound	Left Turn	A (9.4)	A (9.5)			A (9.6)			A (9.6)		
	Through										
	Right Turn										
	Approach	A (9.4)	A (9.5)			A (9.6)			A (9.6)		
OVERALL		**A (1.8)**	**A (1.6)**	**A (1.1)**		**A (1.6)**	**A (1.1)**		**A (1.6)**	**A (0.9)**	

Table 3A
Level of Service

AM / PM PEAK		AM PEAK HOUR (LOS / Delay)									
Direction	Approach / Movement	2025	2034			2039			2044		
		Existing	No Build	Build	Build with Improvements	No Build	Build	Build with Improvements	No Build	Build	Build with Improvements
INTERSECTION		6) Corneils Road & Site Driveway A									
Corneils Road											
Eastbound	Left Turn			A (0.0)			A (0.0)			A (0.0)	
	Through										
	Approach			A (0.0)			A (0.0)			A (0.0)	
Westbound	Through			A (0.0)			A (0.0)			A (0.0)	
	Right Turn										
	Approach			A (0.0)			A (0.0)			A (0.0)	
Site Driveway A											
Southbound	Left Turn			A (9.1)			A (9.1)			A (9.3)	
	Right Turn										
	Approach			A (9.1)			A (9.1)			A (9.3)	
OVERALL				**A (4.0)**			**A (3.7)**			**A (2.9)**	
INTERSECTION		7) Corneils Road & E Beecher Road									
Corneils Road											
Eastbound	Left Turn			A (7.3)			A (7.3)			A (7.3)	
	Through										
	Approach			A (7.3)			A (7.3)			A (7.3)	
Westbound	Through			A (0.0)			A (0.0)			A (0.0)	
	Right Turn										
	Approach			A (0.0)			A (0.0)			A (0.0)	
E Beecher Rd											
Southbound	Left Turn			A (8.5)			A (8.5)			A (8.5)	
	Right Turn										
	Approach			A (8.5)			A (8.5)			A (8.5)	
OVERALL				**A (0.5)**			**A (0.4)**			**A (0.3)**	
INTERSECTION		8) Bridge St (IL 47) & Corneils Road									
Corneils Road											
Eastbound	Left Turn										
	Through	D (28.7)	F (128.0)	F (233.1)		F (246.7)	F (>300.0)		F (>300.0)	F (>300.0)	
	Right Turn										
	Approach	D (28.7)	F (128.0)	F (233.1)		F (246.7)	F (>300.0)		F (>300.0)	F (>300.0)	
Westbound	Left Turn										
	Through	C (21.4)	F (53.2)	F (55.0)		F (72.2)	F (78.1)		F (117.7)	F (140.3)	
	Right Turn										
	Approach	C (21.4)	F (53.2)	F (55.0)		F (72.2)	F (78.1)		F (117.7)	F (140.3)	
Bridge St (IL 47)											
Northbound	Left Turn										
	Through	A (9.1)	B (10.4)	B (10.4)		B (10.8)	B (10.8)		B (11.2)	B (11.2)	
	Right Turn										
	Approach	A (9.1)	B (10.4)	B (10.4)		B (10.8)	B (10.8)		B (11.2)	B (11.2)	
Southbound	Left Turn										
	Through	A (9.1)	B (10.6)	B (10.6)		B (11.1)	B (11.1)		B (11.7)	B (11.7)	
	Right Turn										
	Approach	A (0.1)	B (10.6)	B (10.6)		B (11.1)	B (11.1)		B (11.7)	B (11.7)	
OVERALL		**A (1.2)**	**A (3.4)**	**A (9.7)**		**A (6.1)**	**C (19.1)**		**B (11.4)**	**F (63.0)**	
INTERSECTION		9) Bridge St (IL 47) & Galena Road (CO 9)									
Galena Road (CO 9)											
Eastbound	Left Turn		E (59.7)	E (59.7)		E (61.5)	E (70.7)		E (62.8)	E (73.2)	
	Through	D (42.7)	D (38.2)	D (38.2)		D (37.9)	D (38.1)		D (37.7)	D (37.8)	
	Right Turn		C (29.0)	C (29.0)		C (28.5)	C (28.8)		C (27.9)	C (28.2)	
	Approach	D (42.7)	D (45.1)	D (45.1)		D (45.6)	D (49.3)		D (45.8)	D (50.0)	
Westbound	Left Turn		D (43.8)	D (43.8)		D (43.5)	D (43.5)		D (43.2)	D (43.2)	
	Through	D (52.7)	E (58.2)	E (58.2)		E (57.8)	E (57.8)		E (57.5)	E (57.5)	
	Right Turn		D (44.6)	D (44.6)		D (44.7)	D (44.7)		D (44.8)	D (44.8)	
	Approach	D (52.7)	D (49.8)	D (49.8)		D (49.5)	D (49.5)		D (49.4)	D (49.4)	
Bridge St (IL 47)											
Northbound	Left Turn	A (8.8)	C (20.5)	C (20.5)		C (21.1)	C (21.1)		C (22.0)	C (22.0)	
	Through	B (16.2)	C (31.5)	C (31.7)		C (33.6)	C (33.9)		D (36.3)	D (37.0)	
	Right Turn	A (9.0)	B (19.5)	B (19.6)		B (19.9)	B (20.0)		C (20.4)	C (20.6)	
	Approach	B (15.4)	C (29.3)	C (29.5)		C (31.2)	C (31.4)		C (33.6)	C (34.1)	
Southbound	Left Turn	B (11.6)	C (23.0)	C (23.3)		C (26.1)	C (26.5)		C (30.7)	C (31.9)	
	Through	B (11.6)	C (24.4)	C (24.4)		C (25.6)	C (25.6)		C (27.0)	C (27.0)	
	Right Turn	A (8.2)	B (15.2)	B (15.2)		B (15.9)	B (15.9)		B (16.7)	B (16.7)	
	Approach	B (11.4)	C (21.7)	C (21.8)		C (23.2)	C (23.2)		C (25.0)	C (25.1)	
OVERALL		**C (23.6)**	**C (33.3)**	**C (33.3)**		**C (34.2)**	**D (35.1)**		**D (35.5)**	**D (36.5)**	
INTERSECTION		10) Galena Road (CO 9) & E Beecher Road									
Galena Road (CO 9)											
Eastbound	Through										
	Right Turn	A (0.0)	A (0.0)	A (0.0)		A (0.0)	A (0.0)		A (0.0)	A (0.0)	
	Approach	A (0.0)	A (0.0)	A (0.0)		A (0.0)	A (0.0)		A (0.0)	A (0.0)	
Westbound	Left Turn										
	Through	A (7.8)	A (9.1)	A (9.1)		A (9.1)	A (9.2)		A (9.2)	A (9.3)	
	Approach	A (7.8)	A (9.1)	A (9.1)		A (9.1)	A (9.2)		A (9.2)	A (9.3)	
E Beecher Rd											
Northbound	Left Turn										
	Right Turn	B (10.8)	C (20.6)	C (20.6)		C (21.1)	C (21.9)		C (21.6)	C (22.4)	
	Approach	B (10.8)	C (20.6)	C (20.6)		C (21.1)	C (21.9)		C (21.6)	C (22.4)	
OVERALL		**A (0.4)**	**A (0.2)**	**A (0.2)**		**A (0.2)**	**A (0.2)**		**A (0.2)**	**A (0.2)**	

Table 3B
Level of Service

AM / PM PEAK		PM PEAK HOUR (LOS / Delay)									
Direction	Approach / Movement	2025	2034			2039			2044		
		Existing	No Build	Build	Build with Improvements	No Build	Build	Build with Improvements	No Build	Build	Build with Improvements
INTERSECTION		1) Galena Road (CO 9) & Ashe Road/Eldamain Road (CO 7)									
Galena Road (CO 9)											
Eastbound	Left Turn	C (20.3)	C (26.0)	C (26.0)		C (26.2)	C (26.2)		C (26.4)	C (26.4)	
	Through	C (23.4)	C (32.4)	C (32.4)		C (32.5)	C (32.5)		C (32.6)	C (32.6)	
	Right Turn	C (21.0)	C (26.6)	C (26.6)		C (26.7)	C (26.7)		C (26.8)	C (26.8)	
	Approach	C (21.8)	C (29.4)	C (29.4)		C (29.5)	C (29.5)		C (29.6)	C (29.6)	
Westbound	Left Turn	B (19.6)	C (34.1)	C (34.1)		D (36.1)	D (36.1)		D (37.9)	D (37.9)	
	Through	C (22.9)	D (35.5)	D (35.5)		D (36.4)	D (36.4)		D (37.2)	D (37.1)	
	Right Turn	B (19.6)	C (24.5)	C (24.5)		C (24.8)	C (24.8)		C (25.1)	C (25.1)	
	Approach	C (21.5)	C (33.7)	C (33.7)		C (34.9)	C (34.9)		D (36.1)	D (36.1)	
Ashe Road/Eldamain Road (CO											
Northbound	Left Turn	B (13.7)	B (16.2)	B (16.2)		B (16.7)	B (16.7)		B (17.3)	B (17.3)	
	Through	B (14.2)	B (16.5)	B (16.5)		B (16.9)	B (16.9)		B (17.2)	B (17.2)	
	Right Turn	B (11.2)	B (11.6)	B (11.6)		B (11.9)	B (11.9)		B (12.3)	B (12.3)	
	Approach	B (13.1)	B (14.5)	B (14.5)		B (14.9)	B (14.9)		B (15.3)	B (15.3)	
Southbound	Left Turn	B (12.7)	B (13.4)	B (13.4)		B (13.7)	B (13.7)		B (14.0)	B (14.0)	
	Through	C (21.1)	C (25.7)	C (25.7)		C (26.8)	C (26.8)		C (27.9)	C (27.9)	
	Right Turn	B (13.6)	B (14.5)	B (14.5)		B (14.8)	B (14.8)		B (15.0)	B (15.0)	
	Approach	B (18.9)	C (21.6)	C (21.6)		C (22.4)	C (22.4)		C (23.2)	C (23.2)	
OVERALL		**B (18.5)**	**C (24.8)**	**C (24.8)**		**C (25.6)**	**C (25.6)**		**C (26.4)**	**C (26.4)**	
INTERSECTION		2) Eldamain Road (CO 7) & Site Driveway B									
Site Driveway B											
Westbound	Left Turn						A (0.0)			A (0.0)	
	Right Turn										
	Approach						A (0.0)			A (0.0)	
Eldamain Road (CO 7)											
Northbound	Through						A (0.0)			A (0.0)	
	Right Turn										
	Approach						A (0.0)			A (0.0)	
Southbound	Left Turn						A (0.0)			A (0.0)	
	Through										
	Approach						A (0.0)			A (0.0)	
OVERALL							**A (0.0)**			**A (0.0)**	
INTERSECTION		3) Eldamain Road (CO 7) & Corneils Road									
Corneils Road											
Westbound	Left Turn	C (17.1)	D (27.4)	D (27.4)		D (28.8)	D (28.8)		D (30.3)	D (30.3)	
	Right Turn	A (9.8)	B (10.7)	B (10.7)		B (10.7)	B (10.7)		B (10.8)	B (10.8)	
	Approach	B (14.9)	C (22.3)	C (22.3)		C (23.4)	C (23.4)		C (24.4)	C (24.4)	
Eldamain Road (CO 7)											
Northbound	Through	A (0.0)	A (0.0)	A (0.0)		A (0.0)	A (0.0)		A (0.0)	A (0.0)	
	Right Turn	A (0.0)	A (0.0)	A (0.0)		A (0.0)	A (0.0)		A (0.0)	A (0.0)	
	Approach	A (0.0)	A (0.0)	A (0.0)		A (0.0)	A (0.0)		A (0.0)	A (0.0)	
Southbound	Left Turn	A (7.9)	A (8.2)	A (8.2)		A (8.2)	A (8.2)		A (8.3)	A (8.3)	
	Through	A (0.0)	A (0.0)	A (0.0)		A (0.0)	A (0.0)		A (0.0)	A (0.0)	
	Approach	A (0.2)	A (0.2)	A (0.2)		A (0.2)	A (0.2)		A (0.2)	A (0.2)	
OVERALL		**A (0.7)**	**A (0.8)**	**A (0.8)**		**A (0.9)**	**A (0.9)**		**A (1.0)**	**A (1.0)**	
INTERSECTION		4) Corneils Road & Site Driveway C									
Corneils Road											
Eastbound	Left Turn									A (0.0)	
	Through										
	Approach									A (0.0)	
Westbound	Through									A (0.0)	
	Right Turn										
	Approach									A (0.0)	
Site Driveway C											
Southbound	Left Turn									A (0.0)	
	Right Turn										
	Approach									A (0.0)	
OVERALL										**A (0.0)**	
INTERSECTION		5) Corneils Road & Beecher Road									
Corneils Road											
Eastbound	Left Turn	A (7.3)	A (7.3)			A (7.3)			A (7.3)		
	Through			A (0.0)			A (0.0)			A (0.0)	
	Right Turn										
	Approach	A (7.3)	A (7.3)	A (0.0)		A (7.3)	A (0.0)		A (7.3)	A (0.0)	
Westbound	Left Turn	A (7.3)	A (7.3)	A (7.3)		A (7.3)	A (7.3)		A (7.3)	A (7.4)	
	Through										
	Right Turn										
	Approach	A (7.3)	A (7.3)	A (7.3)		A (7.3)	A (7.3)		A (7.3)	A (7.4)	
Beecher Road											
Northbound	Left Turn	A (9.1)	A (9.2)	A (9.0)		A (9.2)	A (9.0)		A (9.3)	A (9.1)	
	Through										
	Right Turn			A (9.0)			A (9.0)			A (9.1)	
	Approach	A (9.1)	A (9.2)	A (9.0)		A (9.2)	A (9.0)		A (9.3)	A (9.1)	
Southbound	Left Turn	A (9.5)	A (9.6)			A (9.6)			A (9.7)		
	Through										
	Right Turn										
	Approach	A (9.5)	A (9.6)			A (9.6)			A (9.7)		
OVERALL		**A (2.5)**	**A (2.5)**	**A (2.2)**		**A (2.4)**	**A (2.1)**		**A (2.3)**	**A (2.0)**	

Table 3B
Level of Service

AM / PM PEAK		PM PEAK HOUR (LOS / Delay)									
Direction	Approach / Movement	2025	2034			2039			2044		
		Existing	No Build	Build	Build with Improvements	No Build	Build	Build with Improvements	No Build	Build	Build with Improvements
INTERSECTION		6) Corneils Road & Site Driveway A									
Corneils Road											
Eastbound	Left Turn			A (0.0)			A (0.0)			A (0.0)	
	Through										
	Approach			A (0.0)			A (0.0)			A (0.0)	
Westbound	Through			A (0.0)			A (0.0)			A (0.0)	
	Right Turn										
	Approach			A (0.0)			A (0.0)			A (0.0)	
Site Driveway A											
Southbound	Left Turn			A (0.0)			A (0.0)			A (0.0)	
	Right Turn										
	Approach			A (0.0)			A (0.0)			A (0.0)	
OVERALL				**A (0.0)**			**A (0.0)**			**A (0.0)**	
INTERSECTION		7) Corneils Road & E Beecher Road									
Corneils Road											
Eastbound	Left Turn			A (7.3)			A (7.3)			A (7.3)	
	Through										
	Approach			A (7.3)			A (7.3)			A (7.3)	
Westbound	Through			A (0.0)			A (0.0)			A (0.0)	
	Right Turn										
	Approach			A (0.0)			A (0.0)			A (0.0)	
E Beecher Rd											
Southbound	Left Turn			A (8.6)			A (8.6)			A (8.7)	
	Right Turn										
	Approach			A (8.6)			A (8.6)			A (8.7)	
OVERALL				**A (0.9)**			**A (0.8)**			**A (0.8)**	
INTERSECTION		8) Bridge St (IL 47) & Corneils Road									
Corneils Road											
Eastbound	Left Turn										
	Through	D (32.9)	F (131.1)	F (131.1)		F (265.9)	F (265.9)		F (>300.0)	F (>300.0)	
	Right Turn										
	Approach	D (32.9)	F (131.1)	F (131.1)		F (265.9)	F (265.9)		F (>300.0)	F (>300.0)	
Westbound	Left Turn										
	Through	C (21.8)	E (48.2)	E (48.2)		F (62.6)	F (62.6)		F (91.4)	F (91.4)	
	Right Turn										
	Approach	C (21.8)	E (48.2)	E (48.2)		F (62.6)	F (62.6)		F (91.4)	F (91.4)	
Bridge St (IL 47)											
Northbound	Left Turn										
	Through	A (9.4)	B (11.3)	B (11.3)		B (11.9)	B (11.9)		B (12.7)	B (12.7)	
	Right Turn										
	Approach	A (9.4)	B (11.3)	B (11.3)		B (11.9)	B (11.9)		B (12.7)	B (12.7)	
Southbound	Left Turn										
	Through	A (8.7)	A (9.5)	A (9.5)		A (9.9)	A (9.9)		B (10.2)	B (10.2)	
	Right Turn										
	Approach	A (8.7)	A (9.5)	A (9.5)		A (9.9)	A (9.9)		B (10.2)	B (10.2)	
OVERALL		**A (0.8)**	**A (2.4)**	**A (2.4)**		**A (4.6)**	**A (4.6)**		**A (8.5)**	**A (8.5)**	
INTERSECTION		9) Bridge St (IL 47) & Galena Road (CO 9)									
Galena Road (CO 9)											
Eastbound	Left Turn		E (68.1)	E (68.1)		E (70.1)	E (70.1)		E (71.5)	E (71.5)	
	Through	D (43.5)	D (39.0)	D (39.0)		D (38.9)	D (38.9)		D (38.6)	D (38.6)	
	Right Turn		C (32.4)	C (32.4)		C (32.0)	C (32.0)		C (31.4)	C (31.4)	
	Approach	D (43.5)	D (49.6)	D (49.6)		D (50.2)	D (50.2)		D (50.4)	D (50.4)	
Westbound	Left Turn		D (45.3)	D (45.3)		D (44.7)	D (44.7)		D (44.4)	D (44.4)	
	Through	D (52.2)	E (68.5)	E (68.5)		E (69.2)	E (69.2)		E (69.9)	E (69.9)	
	Right Turn		D (38.3)	D (38.3)		D (38.0)	D (38.0)		D (37.7)	D (37.7)	
	Approach	D (52.2)	E (56.0)	E (56.0)		E (56.2)	E (56.2)		E (56.3)	E (56.3)	
Bridge St (IL 47)											
Northbound	Left Turn	A (9.9)	C (22.5)	C (22.5)		C (23.5)	C (23.5)		C (24.8)	C (24.8)	
	Through	B (12.7)	C (29.8)	C (29.8)		C (31.3)	C (31.3)		C (32.8)	C (32.8)	
	Right Turn	A (9.3)	C (23.2)	C (23.2)		C (23.9)	C (23.9)		C (24.7)	C (24.7)	
	Approach	B (11.8)	C (27.8)	C (27.8)		C (29.1)	C (29.1)		C (30.5)	C (30.5)	
Southbound	Left Turn	A (9.6)	C (21.2)	C (21.2)		C (24.0)	C (24.0)		C (27.7)	C (27.7)	
	Through	B (13.6)	C (24.4)	C (24.4)		C (26.2)	C (26.2)		C (28.2)	C (28.2)	
	Right Turn	A (7.9)	A (8.5)	A (8.5)		A (9.0)	A (9.0)		A (9.4)	A (9.4)	
	Approach	B (12.7)	C (21.8)	C (21.8)		C (23.7)	C (23.7)		C (25.8)	C (25.8)	
OVERALL		**C (21.3)**	**C (33.6)**	**C (33.6)**		**C (34.5)**	**C (34.5)**		**D (35.5)**	**D (35.5)**	
INTERSECTION		10) Galena Road (CO 9) & E Beecher Road									
Galena Road (CO 9)											
Eastbound	Through	A (0.0)	A (0.0)	A (0.0)		A (0.0)	A (0.0)		A (0.0)	A (0.0)	
	Right Turn										
	Approach	A (0.0)	A (0.0)	A (0.0)		A (0.0)	A (0.0)		A (0.0)	A (0.0)	
Westbound	Left Turn	A (8.8)	B (10.6)	B (10.6)		B (10.7)	B (10.7)		B (10.7)	B (10.7)	
	Through										
	Approach	A (8.8)	B (10.6)	B (10.6)		B (10.7)	B (10.7)		B (10.7)	B (10.7)	
E Beecher Rd											
Northbound	Left Turn	A (10.0)	C (15.3)	C (15.3)		C (15.6)	C (15.6)		C (15.9)	C (15.9)	
	Right Turn										
	Approach	A (10.0)	C (15.3)	C (15.3)		C (15.6)	C (15.6)		C (15.9)	C (15.9)	
OVERALL		**A (0.3)**	**A (0.2)**	**A (0.2)**		**A (0.2)**	**A (0.2)**		**A (0.1)**	**A (0.1)**	

ENGINEERING ENTERPRISES, INC.
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September 25, 2025

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

Re: Project Steel
Traffic Study Submittal
United City of Yorkville

Dear Krysti:

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

- Transportation Impact Study dated September 2025 and prepared by Langan Engineering

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

General

The report addresses the impact of development traffic after the data centers are constructed. It does not address how construction traffic will be addressed. A construction management plan will be required to be submitted no later than at the time of the building permit submittal. Detailed infrastructure requirements will be noted with the future infrastructure agreements.

Report

Page 8

1. Mitigation Improvements because of Project Cardinal to the north that will impact Project Steel to the south should be considered and discussed in the report.

    a. The speed limit of Galena Road will be lowered to 45 mph with its reconstruction according to Kendall County. Galena Road will also be reconstructed with a TWLTL from Eldamain to IL 47.

    b. Traffic leaving Project Cardinal's Driveway #5 (Galena Road at East Beecher Road) should be considered at Project Steel's Intersection #10.

c. The Traffic Impact Study for Project Cardinal is currently being updated by Burns & McDonnell. The second submittal is anticipated to have lower trip generation totals, as it will utilize the recently updated Trip Generation Manual. Project Steel's next submittal should reflect any updated numbers for trip generation by Project Cardinal.

2. Galena Road and Eldamain Road are under the jurisdiction of Kendall County. The Kendall County Highway Department should be provided with a copy of the traffic study. Their comments should be provided to the City.

3. An analysis of 95th percentile queues should be performed on all studied intersections.

Page 13

4. It is anticipated that both Corneils and Beecher Intersections (#5 and #7) will be reconstructed with roundabouts. The impact analysis should reflect these improvements.

5. The warrants for right-turn or left-turn lanes within the IDOT BDE and BLRS Manuals were not discussed in the report. These warrants consider factors such as crash experience, traffic operations, sight distance restrictions, or engineering judgement. Please obtain the crash history within the study area. Include the history, a brief discussion, and all correspondence in the report.

Page 14

6. The proposed IDOT project along IL 47 is planned to encompass Intersection #8 (IL 47 and Corneils). Two (2) lanes will be provided in each direction along IL 47. The project will terminate at Kennedy Road in Yorkville. Update this section of the impact study to consider these improvements. These plans will be provide via email.

7. In the 2044 Build Condition, the proposed improvements for westbound left-turning traffic at Intersection #3 (Eldamain and Corneils) result in LOS E for the AM Peak Hour. The level of service for the 2044 No Build condition for this movement is LOS D. Whether or not mitigation is not provided, the report should discuss this.

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8. Should the site plan be updated, the provided Figure should be revised.

9. Dimension the distances between all existing roads and proposed driveways analyzed in this study.

10. The distance between Intersection #7 (Corneils and E Beecher) and Intersection #6 (Driveway A and Corneils) is of concern. According to IDOT's BDE Manual Section 36-1.04, Spacing for unsignalized intersections and driveways will depend on the available stopping sight distance, intersection sight distance, traffic volumes, turning volumes, the addition of turn lanes, turning speeds, access control, and local development. The current site plan has these intersections spaced at 250 feet. According to Figure 28-3E of the BLRS Manual, the minimum intersection sight distance for a 30 mph road is 335 feet. In addition, the proposed location of Intersection #7 will likely impact the splitter island of the future eastern roundabout.

11. The location of Intersection #4 (Corneils and Site Driveway C) on the Site Plan and the location shown on Page 55 of the Appendix do not match.

12. The United City of Yorkville has plans to construct multi-use paths along the project's limits. Discuss any safety concerns for pedestrians with the proposed access drives and existing intersections.

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

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

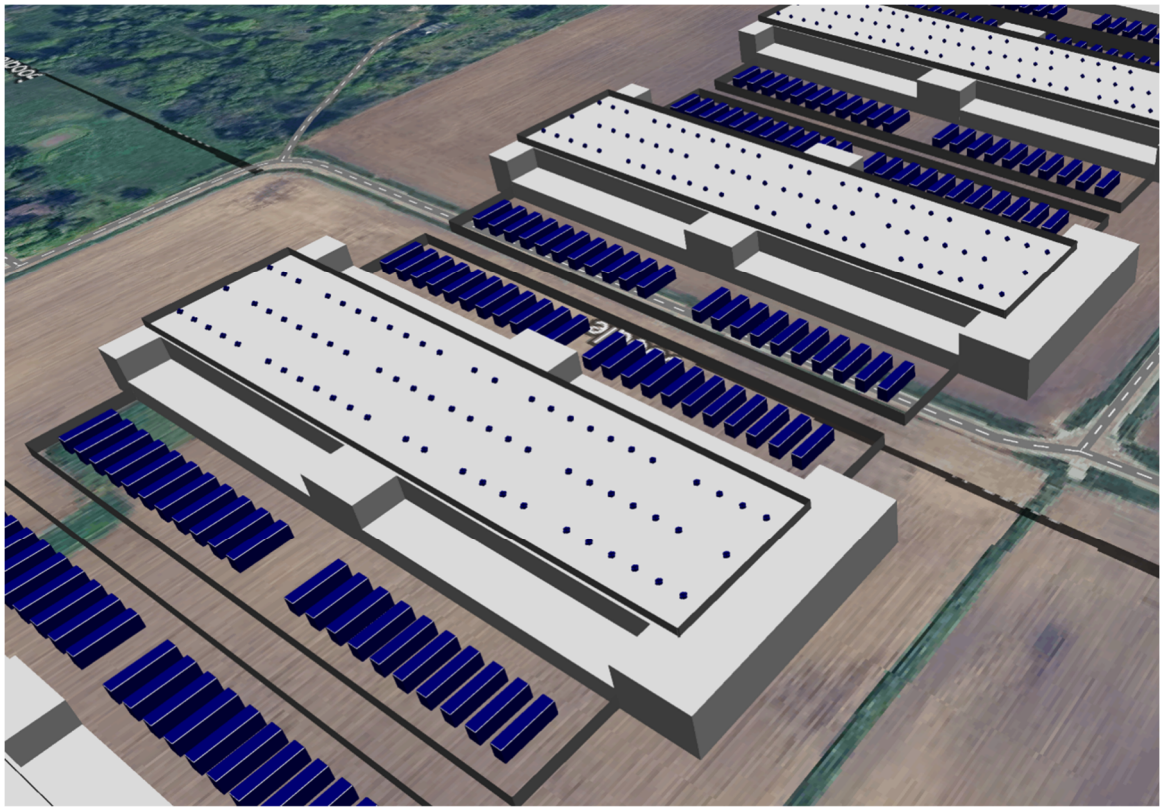
Bradley P. Sanderson, P.E.
Chief Operating Officer / President

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Gina Nelson, Admin Assistant (via email)
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Mr. JC Witt, Prologis (via email)
Ms. Katie Fraser, Prologis (via email)
Mr. Greg Jones, Ancel Glink (via email)
Mr. Andrew Uttan, Langan Engineering (via email)
Mr. Fran Klaas, Kendall County (via email)
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Project Steel Environmental Noise Assessment



SA project 1250506

Revision C
September 19, 2025

Shiner Acoustics, LLC
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Prepared for
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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 65 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	63	61
R2: 10907 Corneils Rd.	Illinois	60	58
R3: Caledonia	Yorkville	50	49
R4: 10825 Corneils Rd.	Yorkville	58	57
R5: 2013 Beecher Rd.	Illinois	60	58
R6: 1414 Eldamain Rd.	Yorkville	58	56
R7: 1314 Eldamain Rd.	Illinois	58	57
R8: 790 Eldamain Rd.	Illinois	65	60
R9: 11843 Galena Rd.	Illinois	58	57
R10: 11018 Galena Rd.	Illinois	54	53
R11: 10724 Galena Rd.	Illinois	52	51

- Red denotes excesses

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	56	52
R2: 10907 Corneils Rd.	Illinois	52	49
R3: Caledonia	Yorkville	43	41
R4: 10825 Corneils Rd.	Yorkville	51	49
R5: 2013 Beecher Rd.	Illinois	52	50
R6: 1414 Eldamain Rd.	Yorkville	51	50
R7: 1314 Eldamain Rd.	Illinois	51	50
R8: 790 Eldamain Rd.	Illinois	58	51
R9: 11843 Galena Rd.	Illinois	51	49
R10: 11018 Galena Rd.	Illinois	48	46
R11: 10724 Galena Rd.	Illinois	46	44

- Red denotes excesses

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. The overall A-weighted sound levels show compliance at 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;

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	47	44
R2: 10907 Corneils Rd.	Illinois	44	42
R3: Caledonia	Yorkville	34	33
R4: 10825 Corneils Rd.	Yorkville	42	41
R5: 2013 Beecher Rd.	Illinois	44	42
R6: 1414 Eldamain Rd.	Yorkville	43	42
R7: 1314 Eldamain Rd.	Illinois	43	42
R8: 790 Eldamain Rd.	Illinois	49	43
R9: 11843 Galena Rd.	Illinois	43	42
R10: 11018 Galena Rd.	Illinois	40	39
R11: 10724 Galena Rd.	Illinois	37	36

- Red denotes excesses

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.

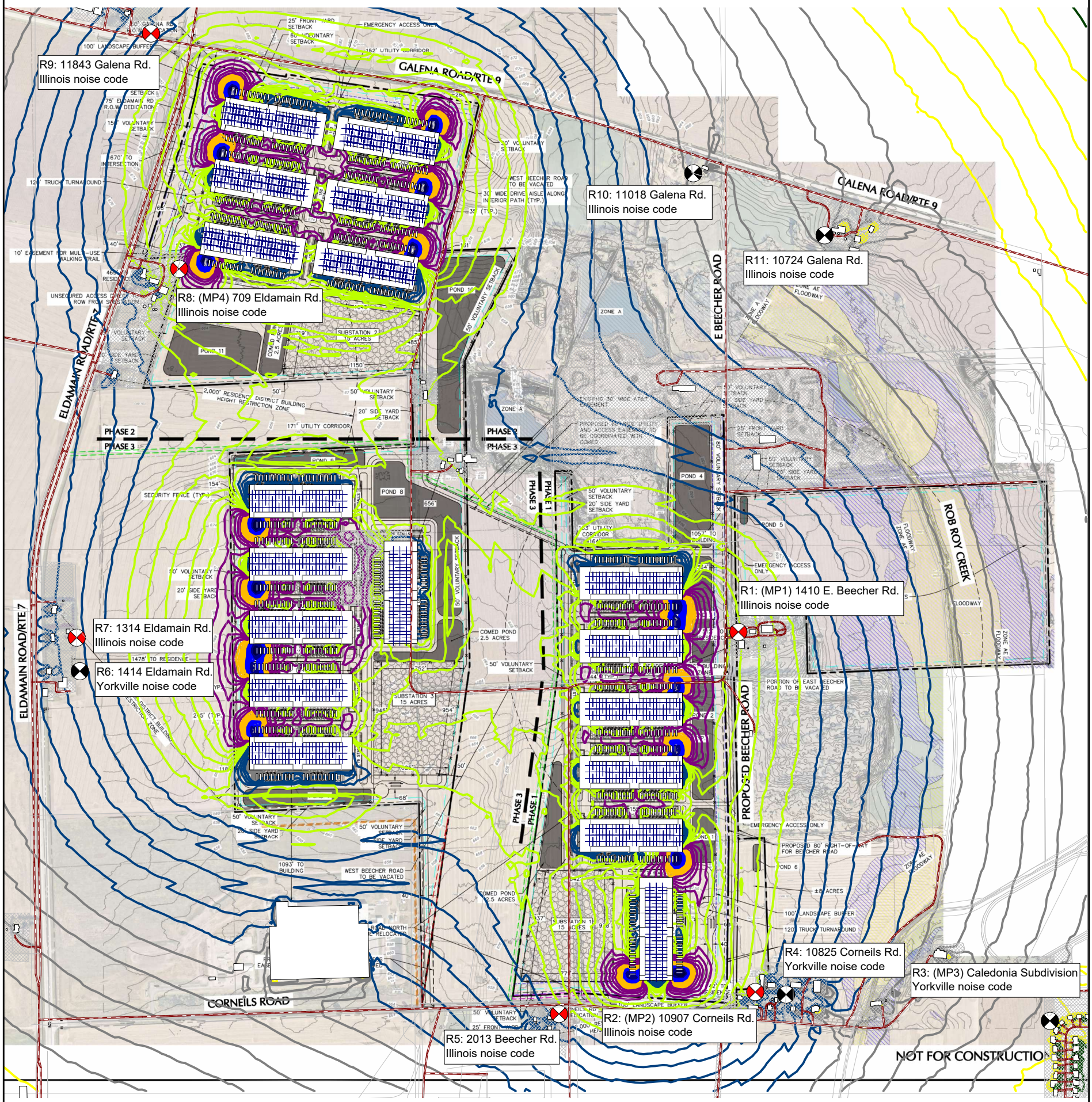


Figure 1. Prologis Project Steel Predicted Daytime Sound Levels

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 : 8029
Units in meters
UTM Zone 16
Datum WGS84

Rev	Date
C	9/19/25
A	9/15/2025
0	8/11/25

Shiner Acoustics, LLC

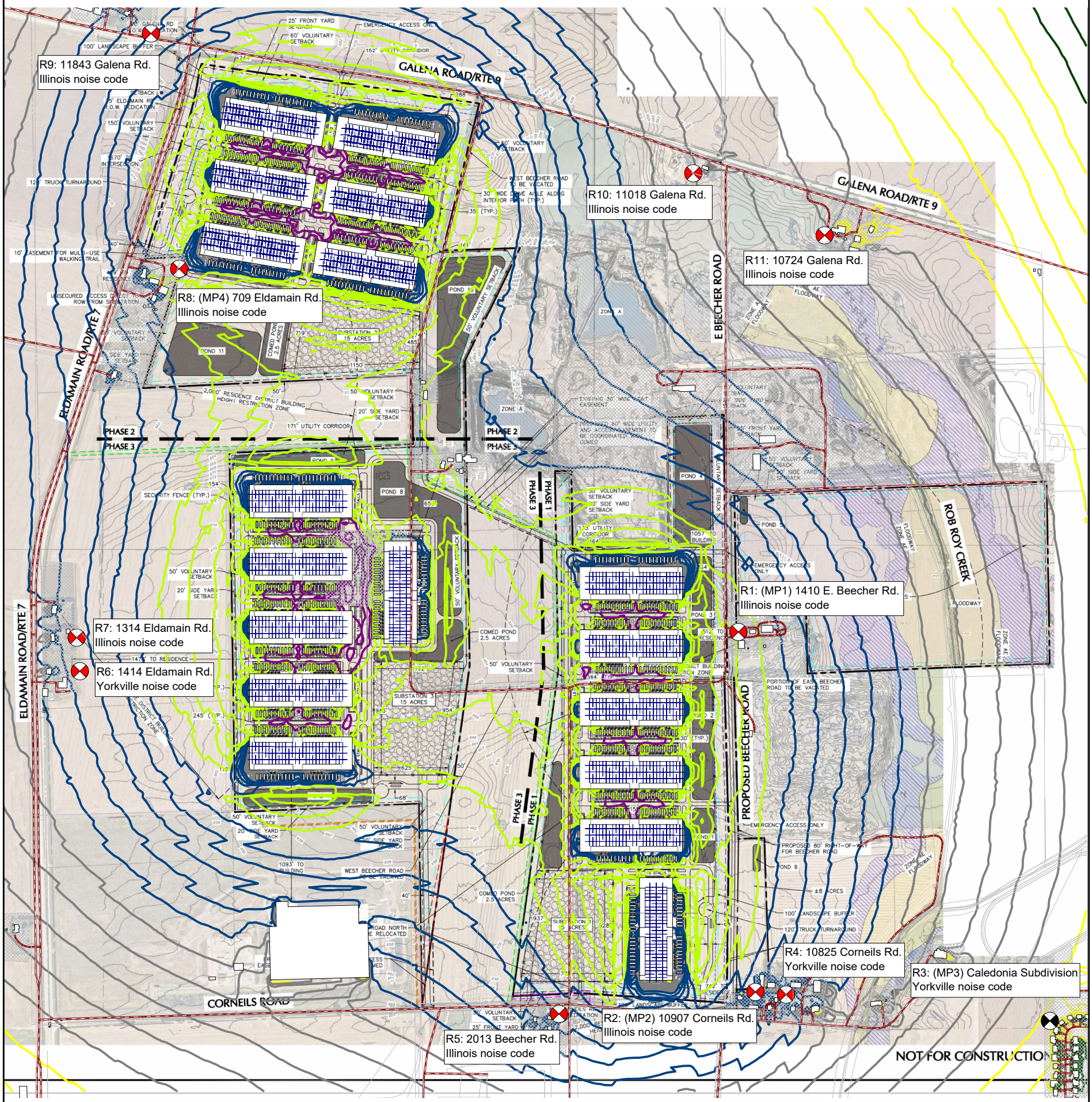


Figure 2. Prologis Project Steel Predicted Nighttime Sound Levels

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 : 8029
Units in meters
UTM Zone 16
Datum WGS84

Rev	Date
C	9/19/25
A	9/15/2025
0	8/11/25

Shiner Acoustics, LLC

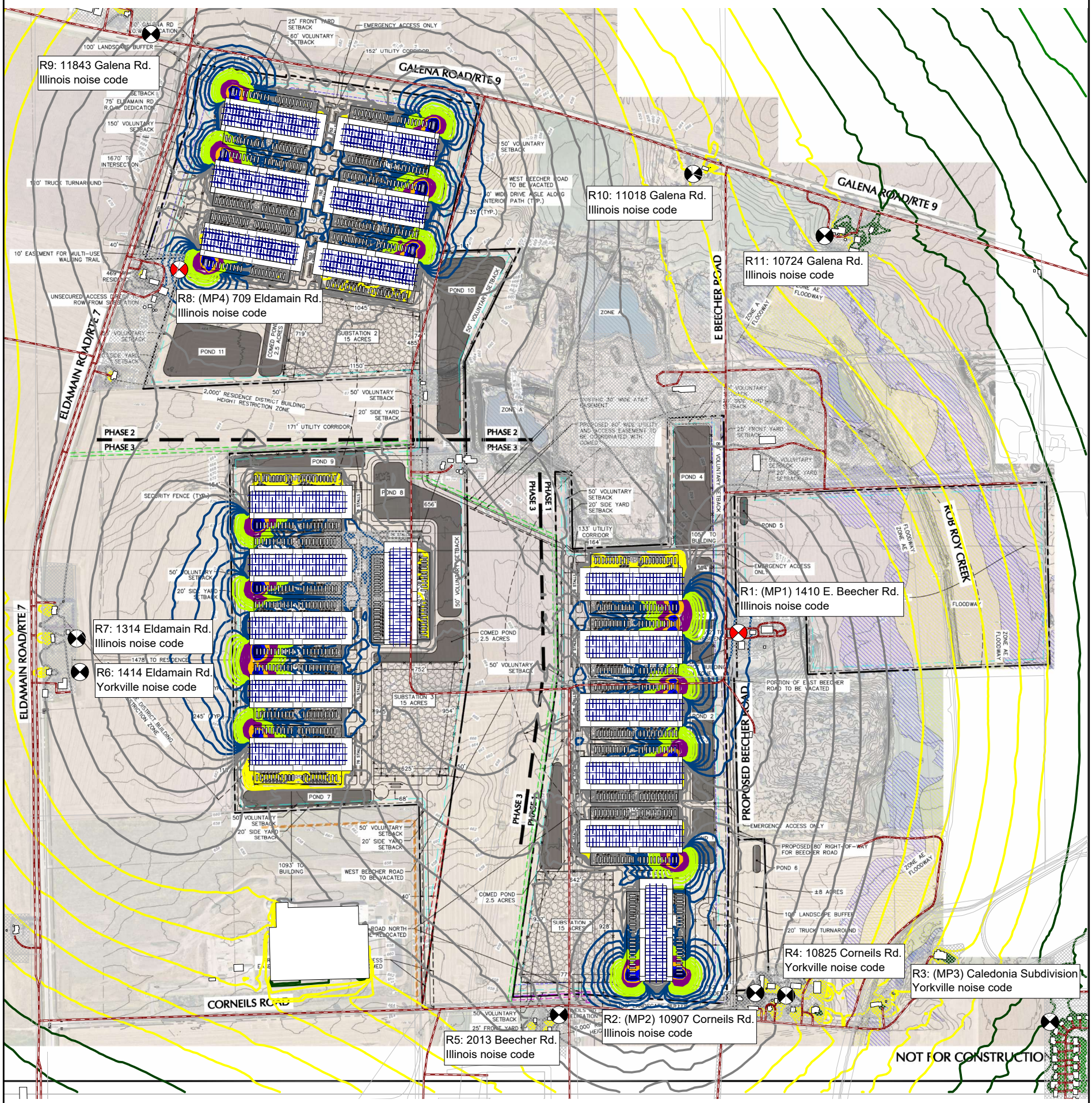


Figure 3. Prologis Project Steel Predicted Daytime Sound Levels

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 : 8029
Units in meters
UTM Zone 16
Datum WGS84

Rev	Date
C	9/19/25
A	9/15/2025
0	8/11/25

Shiner Acoustics, LLC

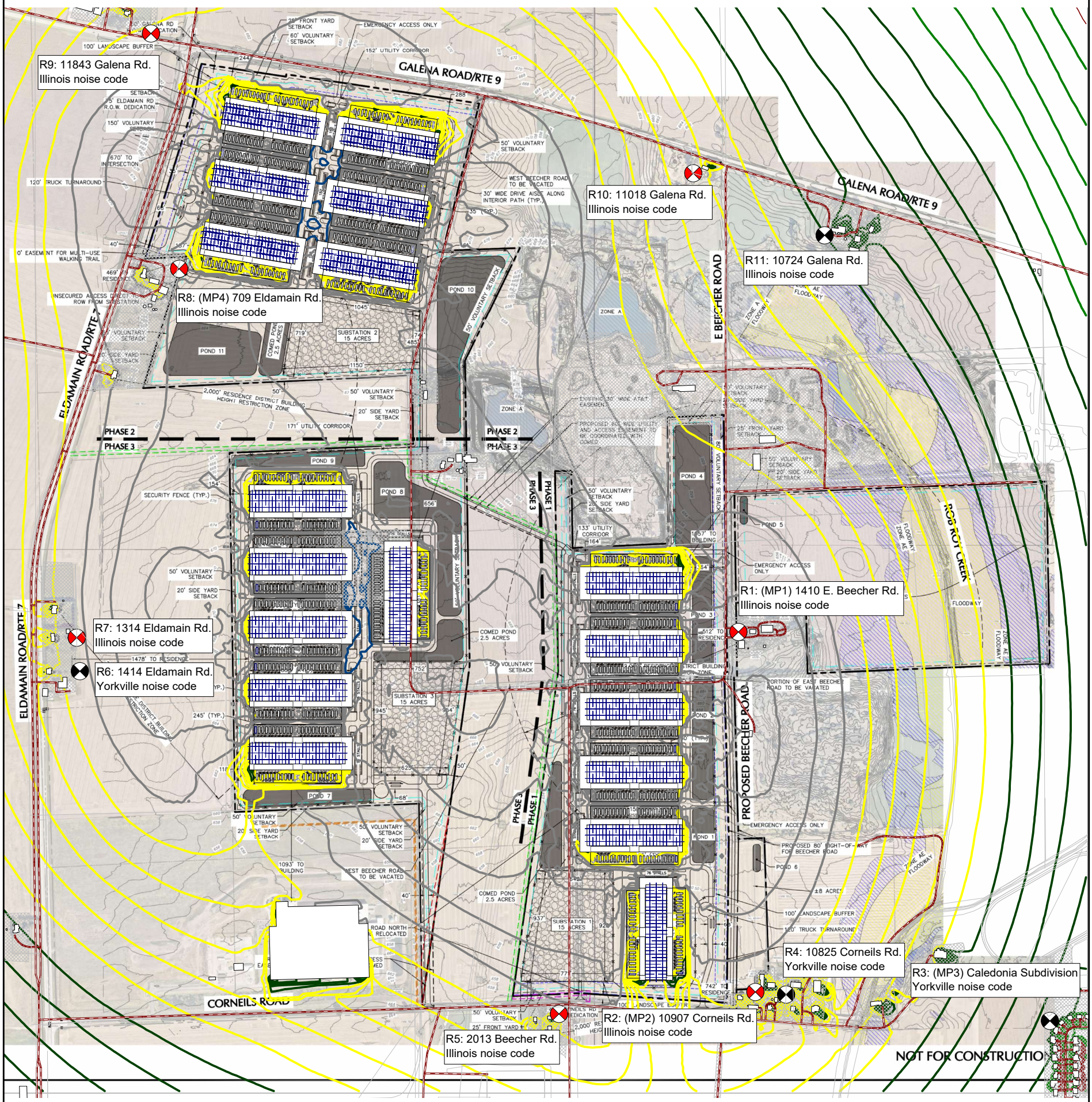


Figure 4. Prologis Project Steel Predicted Nighttime Sound Levels

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
Calculation Area
Vertical Grid

Scale 1 : 8029
Units in meters
UTM Zone 16
Datum WGS84

Rev	Date
C	9/19/25
A	9/15/2025
0	8/11/25

Shiner Acoustics, LLC

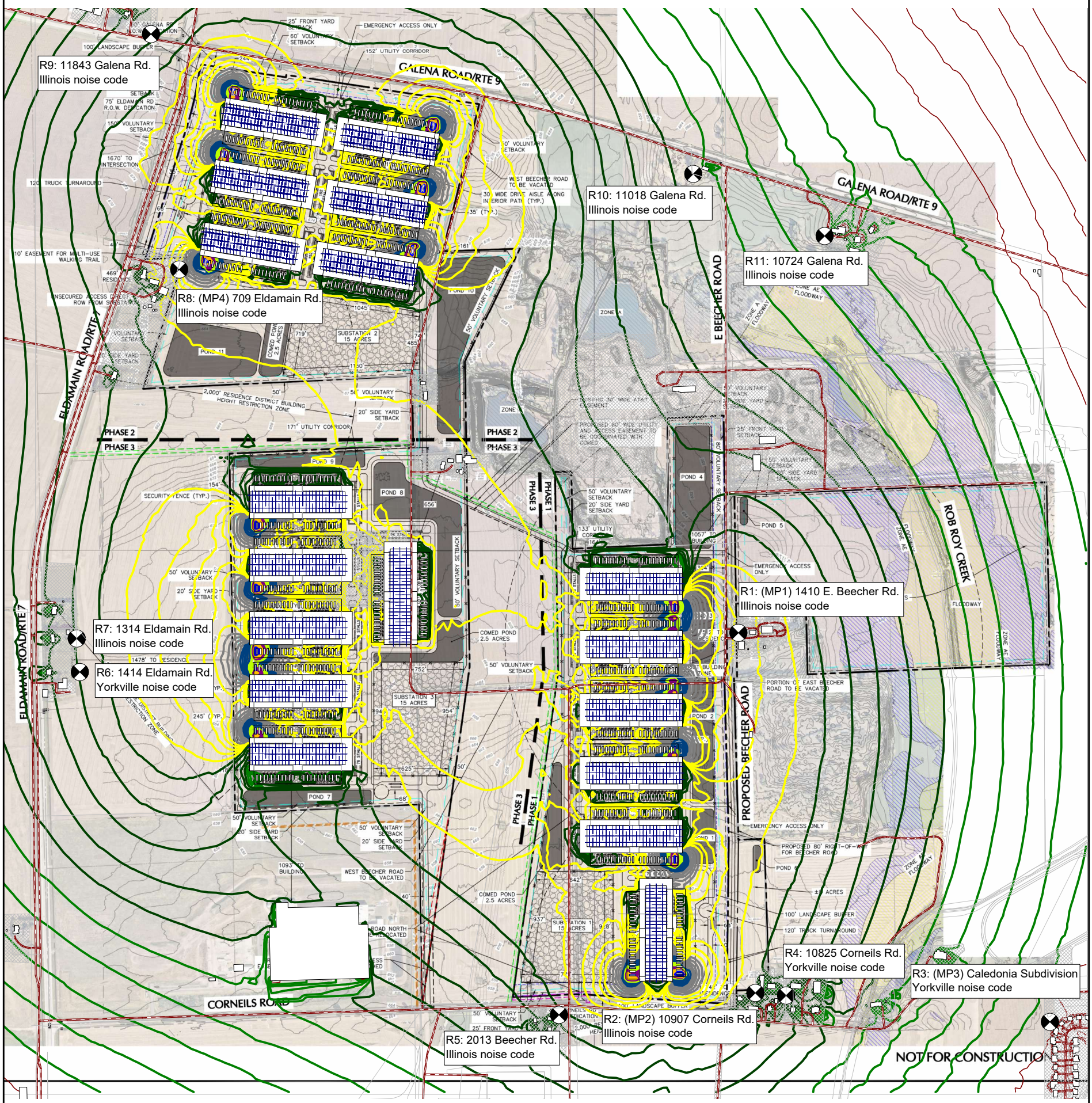


Figure 5. Prologis Project Steel Predicted Daytime Sound Levels

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 : 8029
Units in meters
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Shiner Acoustics, LLC

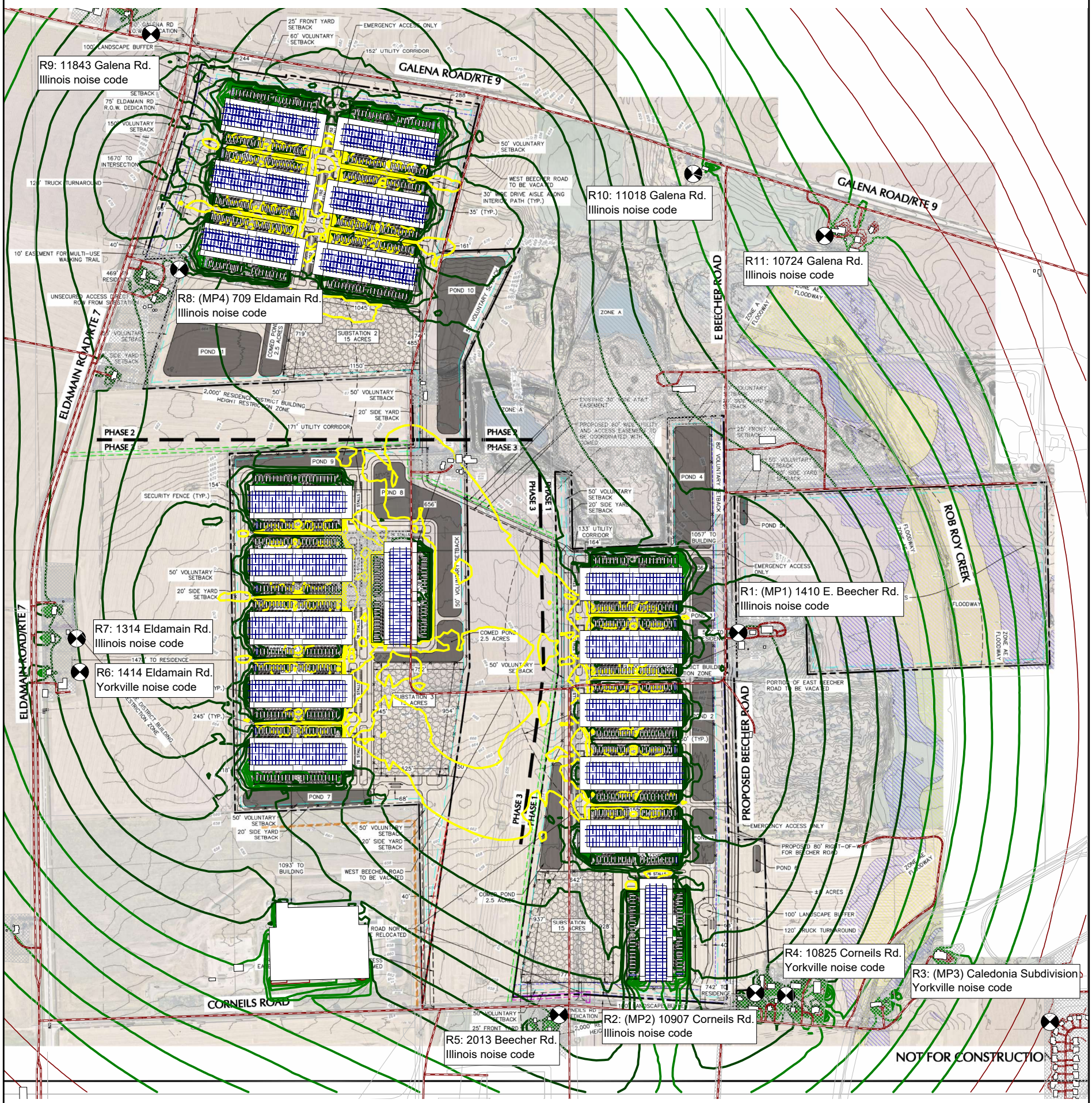


Figure 6. Prologis Project Steel Predicted Nighttime Sound Levels

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
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Bridge
Receiver
Calculation Area
Vertical Grid

Scale 1 : 8029
Units in meters
UTM Zone 16
Datum WGS84

Rev	Date
C	9/19/25
A	9/15/2025
0	8/11/25

Shiner Acoustics, LLC

To: **Krysti Barksdale-Noble**

From: **Katie Fraser, JC Witt**

Date: **September 30, 2025**

Subject: Follow up to 9/23 City Council Meeting Items

Dear Krysti,

Thank you and all the staff and City Council members at the City of Yorkville for your time on September 23, 2025. Below are responses to the questions that required follow-up. We look forward to further discussion and collaboration with you and your colleagues regarding these matters. Please do not hesitate to contact me with any questions or concerns.

Item 1 – Use of Glycol

PLD Response: **We do not utilize propylene glycol at our data center projects in the greater Chicago area and do not intend to utilize propylene glycol at Project Steel.**

Propylene Glycol is used in rare occasions in outdoor water lines when heat tracing is not sufficient to prevent pipes from freezing in extreme cold climates. In other data centers when glycol is used it stays within the closed loop system and the owner is required to adhere to strict environmental and safety standards for containing, recycling or disposing.

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 – October 14, 2025

Synopsis: Please see below for agenda item notes. Requests for annexation, rezoning, PUD, and Preliminary PUD Plan for an approximate 1,037-acre data center campus.

Council Action Previously Taken:

Date of Action: CC – 9/23/25 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.

Updated site plan, landscape plan, and draft Annexation and PUD agreements.

All previously presented packet material can be found at:

https://www.yorkville.il.us/Archive.aspx?ADID=6454.

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: October 7, 2025
Subject: **PZC 2025-08 Project Cardinal – Updated Plans & Draft Agreements**
Proposed Data Center Campus & On-Site Substation/Switchyard Development

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UPDATED PLANS:

On September 30, 2025, the petitioner, Pioneer Development, LLC, submitted revised site, architectural elevations, and landscape plans for the Project Cardinal data center campus. The overall site plan still consists of 14 data center buildings with adjacent customer substations and ancillary stormwater detention basins; however, the most significant changes are the relocation of the substation from Phase I to Phase III and the orientation of buildings 5, 6, and 7. Building 4 has also been shifted south to make room for the future Com Ed utility corridor. Below is a detailed summary of the revised plans:

Site Plan

- Building Orientation & Layout:
    - Phase I (Buildings #1-4) has been modified to remove the utility switchyard and shift Building #4 further south from Baseline Road. The area just north of this building has been identified as a drainage channel and clearly identifies a wider area for a future Com Ed utility corridor. The stormwater basin in Phase I is also reconfigured and enlarged.
    - Phase II (Buildings #8-14) within the southeastern corner of the campus remains relatively the same but appears to have been shifted slightly to the east (closer to IL Rte. 47) to accommodate the larger buffer between Building 8 and the drainage channel and the Com Ed utility corridor.
    - Phase III (Buildings #5-7) has the newly relocated utility switchyard located immediately west of the customer substation. All buildings appear to have been reoriented from horizontal (east/west) to a vertical (north/south) layout. This adjustment allowed for a shift of the buildings closer to IL Rte. 47.
- Access Points & Circulation:
    - The number and location of main access points from Ashe Road, Galena Road, Baseline Road, and Route 47 remain consistent with three (3) primary "Campus Entry" points and three (3) "Secondary Entry" points.
    - The previous plan had an extra "Substation Entrance" located off of Baseline Road between the two secondary entrance points. With the relocated utility switchyard, the new plan has consolidated the substation entrance with a secondary entrance that now feeds traffic off of Baseline Road to an interconnected internal roadway with direct access to Phase I buildings and Phase III buildings reducing dead-end segments.
    - Revised site plan also contemplates all future roadway improvements required on Galena Road to occur within the Project Cardinal site and not require additional right-of-way acquisition from parcels located on the south side of the road.

Landscape Plan

- The updated landscape continues to provide extensive plantings across the campus, with a particular emphasis along Ashe Road, but now illustrates the wider area dedicated for future Com Ed utility corridor between Phase I and Phases II and III.

- Due to the widened future utility corridor, the updated plan proposes approximately 4,930 trees throughout the campus, a decrease of about 145 trees compared to the previously proposed plan of 5,075 trees.

DRAFT AGREEMENTS:

Staff and the City Attorney have worked closely with the developer's legal team to draft the attached annexation and Planned Unit Development (PUD) agreements to accurately provide a framework for the obligations and provisions governing the development of the proposed Project Cardinal data center campus. Below is a summary of the key components of each agreement:

Annexation Agreement

This agreement relates to the requested annexation of approximately 305 acres of unincorporated land as well as the remaining 732 acres of incorporated land comprising the Project Cardinal data center campus. Per the annexation agreement, the property will be zoned M-2 General Manufacturing District with a Special Use for a Planned Unit Development (PUD), and its entitlements will remain vested for 20 years from the effective date.

The agreement further establishes that annexation and zoning approvals will become effective only upon the developer's acquisition of the property ("Closing Notice") and execution of three (3) ancillary agreements—a Development Agreement, Utility & Infrastructure Agreement, and PUD Agreement—**no later than July 1, 2026**, or the annexation will lapse.

Finally, the annexation agreement provides for the creation of a dormant special service area (SSA) for maintenance of common areas if the developer defaults and ensures that all rights and zoning entitlements "run with the land" and are binding on successors.

PUD Agreement

The Planned Unit Development (PUD) Agreement will govern the detailed land use and development standards for the broader 1,037-acre Project Cardinal data center campus. The agreement grants entitlements for 20 years, freezing zoning and code requirements once construction commences. It defies the phased construction over approximately ten years, including building sequence and layout, design, parking, landscaping, and mechanical equipment placements. The agreement also codifies deviations from the Unified Development Ordinance (UDO), including reduced parking ratios, waived EV station requirements (with fee-in-lieu), zero lot line allowances for internal structures, increased building setbacks/separations, and waivers for public street frontage and cross-access due to the secured nature of the data center campus.

The PUD Agreement details obligations related to noise mitigation, landscaping, mechanical screening, fencing, lighting, and battery storage safety standards, and commits the developer to continuous noise monitoring, maintenance, and cooperation with City and other applicable outside agencies. In consideration of these developer obligations, the City agrees to maintain a "UDO freeze," ensuring no new or more stringent regulations will apply, and to process amendments as either major or minor per defined criteria. Finally, the agreement also integrates cross-references to the Annexation, Development, and Utility & Infrastructure Agreements, ensuring that all covenants, dedications, and performance standards are coordinated and binding on successors parties.

The petitioner and staff will be available at Tuesday night's meeting to discuss the updated plans and draft agreements as well as answer any questions.

Attachments:

1. Draft Annexation Agreement
2. Draft Planned Unit Development Agreement

3. Updated Preliminary PUD Site Plan dated 09/30/25 by Pioneer Development and prepared by Burns McDonnell, Margulies Hoelzli Architecture, and O^2
4. Updated Landscape Plan dated 09/26/2025 submitted by Pioneer Development and prepared by Burns McDonnell

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: October 7, 2025
Subject: Project Cardinal Annexation and PUD agreement overview

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Summary

Overview of the Project Cardinal annexation and PUD draft agreements.

Background

These items were last discussed by the City Council and Planning and Zoning Commission in June 2025 when the annexation agreement was reviewed under a public hearing at City Council and the PUD agreement was reviewed under a public hearing at Planning and Zoning Commission. Since then, the petitioner and staff have worked to finalize the two agreement drafts for City Council consideration. At time of packet creation, both agreements are near their final draft form, and can be disclosed publicly for City Council and public review.

Both agreements are reviewed in a high level cover memo by Director Noble covering this agenda item. This memo serves as a more in-depth review of both agreements, as well as a running narrative on remaining development issues that will be addressed in the upcoming Utility & Infrastructure and Development agreements. As a general reminder, Project Cardinal is asking for approval of their annexation and PUD agreements now, even though they will not be effective until the developer has closed on the land sale AND the City and the developer have agreed to the Utility & Infrastructure and development offset agreements.

Annexation Agreement

1) Preamble / whereas
    a. The entire project is 1000+ acres, but approximately 600 acres of the project area was annexed into the City in the mid-2000s. This annexation agreement covers the remaining 305 acres generally on the west side of the project.
    b. The annexation agreement is contingent upon the successful approval of a PUD agreement, a utility & infrastructure agreement, and development agreement before July 1, 2026. If those three agreements are not approved by July 1, 2026, then the annexation agreement is not valid.

2) Section 2 Annexation
    a. In addition to the annexation agreement being contingent on the three partner agreements discussed above, the annexation agreement is contingent on the developer purchasing the property from the current owners. The developer is not planning on closing on the property until after the four agreements (annexation,

PUD, utility & infrastructure, development) are approved and after the developer has received a power allocation from ComEd (notice from ComEd expected sometime before February 1). If the developer does not close on the property, the annexation agreement is not valid.

3) Section 3, Conditions of Annexation
    a. Clarifies that the property can be developed as data centers pursuant to this and the companion agreements, without any challenge to a 20-year expiration of the annexation agreement. Annexation agreements are set at a maximum of 20 years by state law, and it is common practice that once a development with an annexation agreement commences before the expiration of the 20-year term, that the entire project can be built/developed even if the development extends beyond the expiration of the 20-year term.
    b. Any impact fees, development commitments, and utility/infrastructure funding will not be included in this agreement specifically. These will all be listed in the development agreement or the utility & infrastructure agreement.

4) Section 9, Closing Notice
    a. This section directs the City to hold off on recording this agreement and the companion agreements until the developer has closed on the property sale.

5) Section 10, Assignment
    a. The City retains ability to approve assignment of the agreement prior to property sale, if the owner intends to assign more than 51% ownership interest.
    b. The developer has authority to assign 49% or less ownership interest prior to property sale.
    c. The developer has authority to assign the agreement after property sale, execution of the four companion agreements, the recordation of plat covenants against the property restating the development obligations and restrictions and establishment of a dormant SSA. This assignment only requires 30 days' notice.

6) Section 11 Dormant SSA, Section 12 Covenants and Restrictions, and Section 13 Business Association
    a. The City will create a dormant SSA to provide upkeep of common areas, should the developer fail to provide maintenance of those common areas.
    b. The developer will create covenants and restrictions to be approved by the City, guiding the enforcement of the provisions of all of the ancillary development agreements.
    c. The developer will create a business association to enforce the provisions of the covenants and restrictions on the property.

PUD Agreement

7) Section 1.2 The Project
    a. The project is 1,037 acres, with fourteen data center buildings, two electrical substations, a utility switchyard, and stormwater basins planned to be constructed in phases over a 10-year period. There is no requirement within the agreement that the project be completed over a 10-year period, however.

8) Section 2.1 PUD Approval
    a. If the project commences before 3 years from PUD approval, the City's codes and ordinances regulating the project are locked in for a period of 20 years from the PUD approval. If the project commences more than 3 years from PUD approval, the City retains the right to change codes and ordinances that apply to this project, but that are not otherwise locked in within the PUD agreement.

9) Section 2.2 Energy Industrial Uses
    a. Prohibition on generating or storing nuclear energy anywhere in the City.

10) Section 2.3 Terms for Construction
    a. This section contains the phasing plan, as submitted by the developer. As currently proposed, the project is split into three phases: phase 1 to the west, phase 2 to the south/east, and phase 3 to the north/east. While there are residents on every side of the development, the only public comments received by the City Council have been from the residents to the west of the site that have asked for the north/east section to be built first, and for the western section to be built second or third. The City staff would not have an objection if the City Council determined that the phasing order should be north/east, then west, then south/east, but it should be noted that the staff preference is for west, then north/east, then south/east and that none of the residents on the north side of the development have provided feedback on any phasing plan.
    b. The phasing plan can be modified, with City Council approval that can not be unreasonably withheld, if ComEd requires a change or if there are other events out of the Developer's control.

11) Section 2.4 Building Setbacks
    a. This section on building setbacks is required due to the various setback provisions on front yards, side yards, and rear yards in the UDO. Normal setbacks are not needed given the unique nature of the lots (interior lots with a perimeter fence with no public access) and the fact that the land use plan is an exhibit to this agreement and the land use plan cannot be substantially changed without City Council approval.

12) Section 2.5 Parking Requirements
    a. The developer's requested variances from the UDO on parking requirements, as reviewed and recommended by the Planning and Zoning Commission, are listed here. In general, they reduce the number of total parking spaces required, reduce

the number of required EV stations provided the developer pays a fee-in-lieu as part of the development agreement.

13) Section 2.6 Access to the Subject Property
    a. The site plan listed as an exhibit allows the points of access for:
        i. Baseline Road – two emergency/utility access points and one main access point
        ii. Ashe Road – no access points
        iii. Galena Road – two main access points and one emergency/utility access point
        iv. Route 47 – no access points

14) Section 2.7 Pedestrian Circulation
    a. The developer agrees to construct a 10' wide shared use path along the perimeter of the entire property. The City agrees to maintain the trail once constructed. The City will either have an easement or the property will be dedicated by the developer. The developer is responsible for mowing and landscaping maintenance outside of the asphalt footprint of the path.
    b. While the developer has verbally stated they intend to construct the entire path before the first building is opened, there is no requirement in the agreement to do so.

15) Section 2.9 Traffic Management
    a. The developer has submitted a traffic plan which supports the access points granted in Section 2.6 and sets forth a communication and operational plan for construction and operation of the property. This traffic plan will be reviewed by City Council under a presentation at a later date.

16) Section 2.10 Landscaping
    a. The City is requiring its most intense landscaping requirement on the exterior of the property, to improve visual and noise buffers around the property. The buffer around the property will be a minimum of 100' wide, with an 8' berm within the 100' wide buffer. There were questions on the height of the berm at public meetings; the berm, as proposed, is an average height of 8' but will have some undulating hills that will be shorter and higher than 8'.

17) Section 2.11 Mechanical Screening and Fencing
    a. Based on the sound study conducted by the developer and reviewed by the City's sound engineer, the City staff is comfortable with the placement of the mechanical chiller equipment on the rooftop and the generators on the ground. Detailed plans and specs for the chiller equipment will be required at time of building permit application, with the City's sound engineer providing a report to the City Council. Minor modifications to the equipment locations can be approved by Director Noble. Major modifications that would change the equipment from rooftop-mounted to ground-mounted (or vice versa) would require City Council approval.

b. Perimeter fencing is allowed to be 10' powder coated black steel security fence. Chain link and barbed wire is only allowed interior to the site.

18) Section 2.12 Lots; Street Design
    a. The City has design standards for public and private roadways, which are waived here, due to the majority of the roadways being in areas inaccessible to the public.

19) Section 2.13 Appearance Standards
    a. The building elevations in Exhibit E reflect the expected building aesthetics.

20) Section 2.14 Building Height
    a. Building height is restricted to 56.5' without rooftop equipment, or 78' including rooftop equipment.

21) Section 2.16 Lighting
    a. The City requires photometric plans to be submitted at time of building permit, or through a preliminary photometric plan at time of PUD approval.

22) Section 2.17 Battery Storage
    a. The project is not expected to use industrial-scale batteries for electricity backups for the building. If the developer ever decides to use battery backup for the building power supply, the Bristol Kendall Fire Protection District (BKFPD) will require those batteries to be stored in their own separate buildings, away from the main buildings, with fire safety and evacuation plans submitted by the developer to BKFPD.

23) Section 3.2 Engineering and Roadway Reconstruction
    a. Any road, water, or sewer funding commitments will not be included in this agreement specifically. These will all be listed in the development agreement or the utility & infrastructure agreement.
    b. Clarifies Galena Road is not under the City's jurisdiction, and any approval to improve or change Galena Road must be done through Kendall County.

24) Section 3.3 East Beecher Road Dedication Offset; West Beecher Road Access
    a. The City's comprehensive plan shows an extension of E Beecher Road at Galena Road to the north through Project Cardinal, connecting to Baseline Road near the intersection of Mighell Road. During early development meetings, the developer requested that no public roadway be constructed through the development, due to security and operational concerns. Given that the area south of Project Cardinal is also experiencing major interest from data center developers which will have lesser traffic/vehicular demand than the subdivisions shown in this area of the Comprehensive Plan, the City staff felt comfortable with the developer's recommendation not to extend E Beecher Road through the property. However, in exchange for the obligation to build the E Beecher Road extension, the City staff recommends, and the developer agrees, to donate to the City the value of the E Beecher Roadway extension. The City will be able to use these funds for

general roadway improvements in the City. This commitment is not made within the PUD agreement, but it will be detailed in the utility & infrastructure agreement.

b. The Project Steel/Prologis development application contains a proposal to vacate West Beecher Road, provided access can be negotiated with Project Cardinal and a few other adjacent landowners. This solution, once agreed upon by all parties, will be listed in the utility & infrastructure agreement.

25) Section 3.4 Noise Studies and Noise Monitoring

a. At the beginning of each phase of construction, the developer will install continuous noise monitoring devices and report the results to the City after each building is operational.
b. The developer has submitted an initial noise study, which has been reviewed by the City Council and the City staff.
c. At time of issuance of building permit, the developer will submit a sound study that analyzes the actual equipment to be installed in and around the building. The City Council will have authority to approve the building permit before it is issued at that time.

26) Section 3.5 Water Usage

a. Water usage estimates and penalties for overuse will not be part of the PUD agreement but will be addressed in the utility & infrastructure agreement to be approved at a later date. As a reminder, Project Cardinal is currently estimating its average daily use of water at full build out as 350,000 gallons per day (or 333 gallons per acre per day), and the water and sewer lines being extended to the development at the developer's cost are sized for this usage. As a general reminder, the City estimates that a residential subdivision uses more than 600 gallons per acre per day).

27) Section 3.9 Cooperation with other Units of Local Government

a. The developer is expected to enter into a memorandum of understanding (MOU) with the City in the near future, which will cover funding for the design engineering agreements for the water and sewer extensions to the development. In addition to the City's MOU, the developer is expected to enter into an MOU with YBSD for wastewater treatment plant improvements.

28) Section 3.10 Emergency Operations Plan

a. The developer is required to create and share an emergency operations plan with the Yorkville Police and the Bristol Kendall Fire Protection District, prior to the first building is operational.

29) Section 3.11 Operational Testing

a. All generator testing for the development must occur between 11am and 5pm on non-holiday weekdays only.

30) Section 3.12 Development Offsets
    a. Any contributions/offsets/impact fees from the developer to the City and the School District will not be included in the PUD agreement, but will be included within the development agreement.

31) Section 4.3 UDO Freeze
    a. This PUD agreement prohibits changes to the UDO that impact the development for the term of the PUD. Building codes and zoning codes generally are locked in for a building permit when the building permit is issued; i.e. we could not pass a change in the UDO that requires Costco to update their exterior signage, until Costco chooses to update their sign. In the data center UDO freeze scenario, the City would be prohibited from requiring Costco to update their exterior signage even if Costco updated their exterior signage during their PUD term. Because Project Cardinal is so large and will be developed over a 10-year period, we felt a UDO freeze during the term of the agreement is reasonable.

32) Section 4.4 Equal Treatment
    a. This section prohibits the City from imposing a new building permit fee or building code requirement on their data center project during the term of the PUD. This protects the developer against a future City Council action that tries to create a new impact fee or building permit fee. Existing building permit fees are allowed to be updated by the City.

33) Section 4.5 Certificate of Occupancy
    a. Certificate of occupancies will only be issued to the completed data center buildings after they have connected to the electrical grid. Temporary certificates of occupancy will only be issued for weather-delays on non-critical subdivision improvements.

34) Section 7.4G **Amendments to Approved Planned Unit Development**
    a. This section defines the PUD amendments that can be approved by staff vs. City Council.
        i. City Council/major
            1. 10% or more increase in building square footage
            2. Any structure greater than 100' tall
            3. Any deviation to the site data center standards on the site plan
            4. Any deviation from applicable provisions to the UDO
            5. Any change to the site plan on building envelopes that may cause an increase in noise levels, number of and locations of substations, number of or layout of stormwater basins, location of parking lots, change in order of phasing plan, reduction in height and location of landscape buffer, berm, and walking path, and location and number of access points.
            6. Any change in the approved site plan that is not covered in the minor amendments
        ii. Staff/minor

1. Any increase or decrease of parking stalls by less than 5%
2. Any increase or decrease in landscape types and quantities by less than 5%
3. Landscape species changes
4. Any increase of decrease of building elevation materials by less than 5%
5. Fence material changes
6. Any reduction in the total floor area or decrease in in the number of buildings, provided no such removal or reduction results in a reconfiguration of buildings or any change in the approved site plan other than the removal of or reduction in the size of buildings

Recommendation

The October 14th City Council agenda items are requested to be informational only. We do recommend approval of the agreements at a later meeting.

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ANNEXATION AGREEMENT
(Project Cardinal)

This Annexation Agreement (hereinafter *("Agreement"),* is made and entered into this day of _____ 2025, by and between the United City of Yorkville, a municipal corporation, hereinafter referred to as *"City"* and Pioneer Development, LLC, hereinafter referred to as *"Developer".*

WITNESSETH:

WHEREAS, the Developer is the contract purchaser of the real property, which is legally described in *Exhibit A* attached hereto, consisting of approximately 305 acres, more or less (the *"Subject Property");* and

WHEREAS, it is the desire of the Developer to provide for the annexation of the Subject Property and to use the Subject Property in accordance with the terms of this Agreement, the Planned Unit Development Agreement (the "PUD Agreement") attached hereto as *Exhibit B*, to be approved by the City concurrent with this Agreement and the Development Agreement and the Utility & Infrastructure Agreement, both of which are to be executed by the parties no later than July 1, 2026. The PUD Agreement, the Development Agreement and the Utility & Infrastructure Agreement (collectively the "Ancillary Agreements"), and the applicable ordinances of the City; and, to provide that when annexed, the Subject Property is to be zoned as M-2 General Manufacturing District with a Special Use for Planned Unit Development (the "PUD") as set forth in the Ancillary Agreements; and

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

WHEREAS, Developer and City have or will perform and execute all acts required by law to effectuate such annexation; and

WHEREAS, all notices and publications as required by law relating to the zoning of the Subject Property and the Agreement have been published and given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Municipal Code (the *"Municipal Code");* and

WHEREAS, the Corporate Authorities of the City have duly fixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Municipal Code; and

WHEREAS, the Planning and Zoning Commission of the City has duly held all public hearings relating to zoning and the PUD, all as required by the provisions of the City's Unified Development Ordinance and the Illinois Municipal Code (the *"Municipal Code");* and

WHEREAS, the Developer and City agree that upon Annexation to the City of the Subject Property shall be placed in the M-2 General Manufacturing District and that a special use for Planned Unit Development be granted in conformance with Exhibit B; and

WHEREAS, in accordance with the powers granted to the City by the provisions of Section 11-15.1-1 *et seq.* of the Municipal Code (65 ILCS 5/11-15.1-1 *et seq.),* relating to Annexation Agreements, the parties hereto wish to enter into this Agreement subject to the conditions herein stated, with respect to the future annexation, zoning and development of the Subject Property and to provide for various other matters related directly or indirectly to the

annexation and use of the Subject Property during the term of this Agreement as authorized by the provisions of said statutes.

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the City and the Developer agree as follows:

Section 1. Incorporation of Preamble and Exhibits

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

Section 2. Annexation.

The Developer, all owners of record of the Subject Property and at least 51% of electors residing thereon, a shall have filed with the Clerk of the City a duly and properly executed petition no later than the time of submitting Closing Notice pursuant to Section 9 of this Agreement, pursuant to, and in accordance with, the provisions of Section 5/7-1-1 *et seq.* of the Illinois Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville. Contemporaneously with the approval of this Agreement the City shall adopt an ordinance annexing the Subject Property which annexation shall be conditioned upon the City's receipt of the Closing Notice as provided in Section 9, and the execution of the Ancillary Agreements.

Section 3. Conditions of Annexation.

A. The City shall, contemporaneously with approval of this Agreement, adopt an ordinance rezoning the Subject Property as M-2 General Manufacturing District and grant a Special Use Permit for the PUD in the form of Exhibit B. The rezoning and PUD

approval shall be adopted to become effective but only after the receipt of the Closing Notice as provided in Section 9 recordation of the PUD, rezoning ordinance and the execution of the Ancillary Agreements.

B. It is recognized that the Developer intends to develop a data center campus on the Subject Property. The zoning and land use entitlements for the Subject Property, as established by this Agreement and the PUD are fully vested and shall survive after the twenty (20) year term of this Agreement, without any 'use it or lose it' trigger, reversion, alternate use, or fallback provision, regardless of the timing or pace of development, unless the Agreement is terminated pursuant to the terms hereof prior to the expiration of its term.

C. In the event that no data centers structures have been constructed, or are under construction at the Subject Property, in the 19th year of this Agreement, the City shall have the right, but not the obligation, to rezone the Subject Property for a use in conformance with the general character of the parcels surrounding the Subject Property. Developer shall not challenge, oppose or otherwise hinder any attempt by the City to rezone the Subject Property pursuant to this section. If any data center building has been constructed or is under construction before the 19th anniversary of the Effective Date this Section shall be null and void.

D. This Agreement shall be conditioned upon the Developer and the City having executed the Ancillary Agreements and the City having received the Closing Notice as provided in Section 9. The City shall not make any changes to the PUD or the zoning of the Subject Property without the written consent of the Developer.

E. No obligation to construct or fund any infrastructure, utilities, or public improvements, on-site or off-site, shall arise under this Agreement but shall be addressed in the Ancillary

Agreements. All such obligations shall be set forth exclusively in the Ancillary Agreements, to be negotiated in good faith, and subject to mutual agreement as to commercial reasonableness of costs to be incurred by the Developer and the scope of required improvements. In the event that the Developer and the City are not able to reach agreement on the Ancillary Agreements on or before July 1, 2026, then in that event, this Agreement shall become null and void.

F. Building Permit and other fees applicable to the Subject Property shall be set forth in a Development Agreement between Developer and the City. No impact fees shall be imposed on the Subject Property other than those as set forth in the Development Agreement.

G. The provisions of this Agreement and all ordinances adopted pursuant to it shall run with the land and be binding on all successor owners of record, including purchasers at a foreclosure sale, for the term stated herein. The existence of any mortgage, deed of trust or other security interest encumbering the Subject Property shall not constitute a default under this Agreement, and Developer shall have no obligation to obtain subordination or consent from any lender.

H. The City shall, upon request of Developer, cooperate in good faith and execute any documentation reasonably required to enable Developer to pursue, qualify for, or obtain any state or local economic development incentive, tax credit, or exemption available under applicable law. No municipal fee, assessment, or charge shall apply to the Subject Property except as expressly set forth in the Ancillary Agreements. The City represents and warrants that there are currently no recaptures or similar charges due with respect to the Subject Property or any property subject to the PUD. Further, the City shall not

subject such properties to any recapture, special assessment, special service area, or similar charges without the express written consent of the Owner.

Section 4. Binding Effect and Term.

Upon the receipt of the Closing Notice by the City, execution of the Ancillary Agreements by the City and Developer and the recordation of Covenants and Restrictions, as hereinafter defined in section 12, this Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees, and successor lessees, and upon any successor municipal authority of the City and the successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto.

Section 5. Notices and Remedies.

Upon a breach of this Agreement, the parties hereto agree that the venue shall be the Circuit Court of Kendall County. It is further understood by the parties hereto that upon breach of this Agreement the non-defaulting party may exercise any remedy available at law or equity.

A. Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

B. In the event of a material breach of this Agreement, the Parties agree that the

defaulting Party shall have sixty (60) days after notice of said breach to correct the same or diligently commence to cure said breach prior to the non-breaching Party's seeking of any remedy provided for herein. However, any breach by Developer reasonably determined by the City to involve health or safety issues may be the subject of immediate action by the City without notice of sixty (60) day delay. In no event shall the City or its officers, employees, or agents be held liable for money damages. The Developer, in its discretion, may provide the City in writing with notice of the identity and address of any lender(s) holding a security interest in the Subject Property or Project. If the Developer provides such notice of any lender(s), the City shall also provide notice of any breach to such lender(s), and such lender(s) shall have the same opportunity as the Developer to cure any breach of this Agreement during the sixty (60) day cure period. In such event, the lender may assume Developer's obligations under this Agreement, and the City shall not take any enforcement action.

C. In the event the performance of any covenant to be performed hereunder by Developer or the City is delayed or prevented by causes beyond the reasonable control of the party responsible for such performance (including, without limitation: acts of God; inclement weather; strikes or labor disputes; material shortages; supply chain disruptions; lockouts; delays in delivery of equipment or materials; delays in the provision of electric utility or transmission interconnections or capacity; regulatory changes or moratoria; governmental actions; changes in law; pandemics or public health emergencies; or any similar event), the time for such performance shall be extended by the period of such delay.

D. Remedies of this Agreement shall be limited to termination or specific performance. Monetary damages are prohibited under this Agreement.

E. No third party is intended to benefit from, or shall have any right to enforce, this Agreement.

F. Upon any Developer default, any lender with a recorded mortgage or security interest shall have the independent right to cure or assume Developer's obligations under this Agreement, including through foreclosure, assignment, or step-in, without additional City approval.

Section 6. Notices

All notices under this Agreement shall be provided at the following addresses:

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

With a copy to: Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
2441 Warrenville Road, Suite 310
Lisle, Illinois 60532
Attn: Kathleen Field Orr

To the Developer: Pioneer Development, LLC
30 N. Gould Street, #38989
Sheridan, Wyoming 82801
Attn: Matt McCarron

With a copy to: David J. Silverman

Mahoney, Silverman & Cross, LLC

822 Infantry Drive, Suite 100

Joliet, Illinois 60435

Section 7. Agreement to Prevail over Ordinances.

In the event of any conflict between this Agreement or the PUD Agreement and any ordinances, codes, rules, or regulations of the City, whether existing at the time of execution or adopted or amended during the term of this Agreement, the provisions of this Agreement and the PUD Agreement shall prevail and govern.

Section 8. Provisions.

If any provision of this Agreement or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions, and provisions of this Agreement and, to that end, any terms, conditions, and provisions of this Agreement are declared to be severable.

This Agreement and the Ancillary Agreements constitute all of the agreements between the parties regarding the subject matter hereof, and supersede all prior negotiations, representations, or agreements, whether written or oral. This Agreement may only be amended by a written instrument executed by both parties.

No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall any such waiver constitute a continuing waiver, unless

otherwise expressly provided in writing signed by the waiving party.

Section 9. Closing Notice.

The Parties acknowledge that as of the date of approval of this Agreement, Developer is the contract purchaser of the Subject Property. At the time the City Council approves this Agreement, the Annexation Ordinance and all entitlement approval ordinances approved herewith shall be held by the City until such time as Developer or its assign takes title to the Subject Property as hereafter provided. To this end, this Agreement, the Ancillary Agreements, the Annexation Ordinance and all entitlement ordinances shall become effective as of the date Developer or its assignee takes title to the Subject Property (the "Effective Date"). This Agreement, the Annexation Ordinance and all entitlement ordinances shall not be filed or recorded unless Developer or its assignee takes title to the Subject Property. The City Clerk shall cause the Agreement to be recorded against the Subject Property only after receipt of notice ("Closing Notice") that the Developer has acquired the Subject Property. If the City Clerk does not receive a Closing Notice by July 1, 2026, then this Agreement shall be null and void, and the City Clerk shall not thereafter record the Agreement.

Section 10. Assignment

A. *Pre-Closing Assignment:* Prior to City's receipt of Closing Notice pursuant to Section 9, Developer may assign this Agreement with written approval of the City, which approval shall not be unreasonably withheld. The Developer may assign this Agreement without the approval of the City to its lenders or its affiliates or successors so long as the Developer owns and controls no less than fifty-one percent (51%) of such affiliates or

successors and retains said ownership interest until the date Closing Notice is provided to the City.

B. *Post-Closing Assignment.* The Developer may assign, sell or lease all or a portion of the Subject Property but only after the City has received the Closing Notice and the execution and delivery of the Ancillary Agreement by the parties and the recordation of the Covenants and Restrictions as defined in Section 12.

The Developer shall provide the City with at least thirty (30) days' prior notice of any intended assignment of this Agreement.

Section 11. Dormant Special Service Area.

Per the requirements of the City's UDO, the City shall create a dormant special service area (the "*SSA*") for the purpose of maintaining common areas should Developer or any successor in interest or assignee fail to do so. The SSA shall not be implemented and SSA taxes shall not be levied upon the Subject Property unless the property owner of record is notified of the need to implement the SSA.

Section 12. Covenants and Restrictions.

Within thirty (30) days of the approval of this Agreement, Developer shall submit to the City a comprehensive list of all of the obligations of he Developer regarding the construction, operation and use of the Subject Property as set forth in the Ancillary Agreements for administrative approval by City staff (the "*Covenants and Restrictions*"). Upon approval by the City, Developer shall record the Covenants and Restrictions against the Subject Property upon

receipt of the Closing Notice. The Covenants and Restrictions, which shall run with the land and shall provide that the City shall have a non-exclusive right to enforce any violation of the Covenants and Restrictions.

Section 13. Business Association.

Developer may incorporate a Business Association for the purpose of enforcing the requirements of this Annexation Agreement, the PUD Agreement, the Ancillary Agreements and the Covenants and Restrictions against any successors in interest, assignees or lessees of the Developer.

In the event Developer incorporates a Business Association with a right or obligation to enforce the Covenants and Restrictions on the Subject Property, the City shall notify the Business Association of any violation the City believes exists before taking action to enforce the Covenants and Restrictions.

IN WITNESS WHEREOF, the parties hereto have caused this Annexation Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, an Illinois municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

PIONEER DEVELOPMENT, LLC

By: _____

Planned Unit Development
Agreement By and Between The
United City of Yorkville and
Pioneer Development, LLC
(Project Cardinal)

This Planned Unit Development Agreement by and between the United City of Yorkville, Kendall County, Illinois and Pioneer Development, LLC, a limited liability company of the State of Illinois is entered into this ____ day of _____, 2025.

Article 1. Preambles

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

1.2 The Project. Pioneer Development, LLC, a limited liability company of the State of Illinois (the *"Developer"*) is the contract purchaser of a combined 1,037 acres located west of North Bridge Street (Illinois State Route 47), east of Ashe Road, and directly south of East Baseline Road, identified as parcel numbers 02-05-300-003, 02-04-300-032, 02-04-300-024, 02-05-400-021, 02-09-100-031, 02-09-100-030, 02-04-100-015, 02-05-200-007, 02-06-100-022, 02-06-200-002, 02-05-400-022, 02-05-200-006, 02-04-100-016, 02-06-400-008, 02-06-200-003, 02-05-100-003, 02-05-100-005, 02-05-400-009, 02-04-300-018, 02-04-300-017, 02-06-400-001, 02-05-200-004, 02-05-200-001 (collectively the *"Subject Property"*) upon which the Developer intends to develop a secured data center campus (the "*Project*"). The Project is generally depicted on the site plan attached hereto as Exhibit A (the "*Site Plan*") and consists of fourteen buildings, two onsite electrical substation, a utility switchyard, and associated stormwater basins, to be constructed in phases over a period of approximately ten (10) years.

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

1.4 The Planned Unit Development. Under the City's Unified Development Ordinance (*"UDO"*), any development encompassing four (4) or more acres shall be approved as a planned unit development. The Developer has submitted an application for a special use planned unit development for the Project (the "Application"). The Application includes thirteen (13) proposed variations which may be allowed under the UDO if (i) such deviations are compatible with surrounding development, and (ii) such deviations are justified through the provision of tangible benefits to the City. The City has reviewed the Application and found it to be complete and consistent with the purpose and intent of the planned unit development regulations. The Project requires the extension of a watermain and sanitary sewer service to the Subject Property thereby benefiting future development within the City as to be more specifically set forth in a Utility & Infrastructure Agreement (the "Utility Agreement") to be executed by the parties no later than July 1, 2026, and the Project is compatible with the surrounding agricultural and industrial uses.

1.5 Entitlements Defined. For purposes of this Agreement, "**Entitlements**" means all zoning rights, special use approvals, waivers, deviations, standards, and development permissions granted under this Agreement for the Subject Property.

Article 2. Development Standards

2.1 PUD Approval. The City has reviewed the Developer's Application and found it to be complete. The Project is consistent with the purpose and intent of the planned unit development regulations; facilitating a unified development that is consistent with the City's plans and policies for industrial development around the Eldamain Road corridor. The Project includes the construction of regional utility improvements that provide tangible benefits to the City, along with the construction of roadways adjacent to the Subject Property pursuant to the Utility Agreement, consistent with the City's Comprehensive Plan, thereby providing necessary justification for the modifications to standards as required under the UDO. The Project meets the standards for the approval of a special use, the additional standards of review for a planned unit development, and the standards for approval of variations under the planned unit development. The City hereby approves a special use for a planned unit development with specified variations for the Subject Property as generally depicted on the Site Plan, subject to the terms more specifically herein set forth and the terms of a Development Agreement between the City and the Developer as provided in Section 4.2 hereof. The final PUD and PUD Agreement, and all ancillary and related agreements and ordinances shall expire if construction of the Project is not begun within three (3) years of the Effective Date of this PUD Agreement. For the avoidance of doubt, the three (3) year period for commencement of the Project set forth in this Section shall be automatically extended for the duration of any force majeure event, as defined in Section 7.7, that delays commencement. Commencement of the Project is understood to mean the issuance of a building permit for the construction of structures, as depicted on a final site plan, on the Subject Property, provided said building permit is not revoked or invalidated due to the Developer's failure to begin constructing structures within the twelve (12) month time period established under Section 8-1-3 of the City's Code of Ordinances. Upon commencement of the Project within three (3) years of the Effective Date of this PUD Agreement, all Entitlements in this PUD are fully vested and protected from amendments and changes to City ordinances, codes, or regulations for a period of twenty (20) years from the Effective Date. Upon expiration of this vesting period, all such Entitlements shall remain in full force and effect, continuing indefinitely, subject only to amendment or revocation as expressly provided in Article 5 of this Agreement. No loss of rights, sunset, or reversion shall occur due to inactivity, delayed build-out, or passage of time provided that the Project has commenced within that twenty (20) year period. These Entitlements explicitly run with the land and bind all successors and assigns so long as the construction of the Project has commenced. For the avoidance of doubt, upon commencement of the Project these vested rights explicitly protect the Subject Property from any future changes in zoning ordinances, special use requirements, permitted uses, or other city regulations or standards enacted subsequent to this Agreement.

2.2 Energy Industrial Uses. A data center is classified as an "Energy Industrial Use" pursuant to Table 10-3-12(B) of the UDO. Section 10-4-10 of the UDO is reserved for additional regulations applicable to Energy Industrial Uses. No new or amended standards, code provisions, or special regulations for Energy Industrial Uses shall apply to the Subject Property during the

twenty (20) year vested term from the Effective Date of this Agreement, unless Developer agrees in writing or to the extent required by state or federal law.

The Developer is strictly prohibited from generating or storing nuclear energy within the City. Nothing in this provision shall prohibit the Developer from purchasing or using electricity generated at a facility located outside the City.

2.3 Terms for Construction. The Developer has advised the City of its intent to construct the Project over a period of approximately ten (10) years and has submitted a preliminary phasing plan to the City, attached hereto as Exhibit B (the "*Phasing Plan*"). The City hereby approves the Phasing Plan. Developer's reimbursement of the City's costs for design engineering and construction associated with the public utility improvements necessary to facilitate the Development of the Subject Property shall be as provided in the Utility Agreement and the Development Agreement referenced in Section 4.2. The Phasing Plan's estimated ten (10)-year build-out schedule is advisory only and non-binding. Developer may accelerate or delay phases without penalty, amendment to this Agreement, or additional City approval. Subject to City Council Approval, the Phasing Plan may be modified or reordered only as required due to a change in Commonwealth Edison's power allocation, or other events out of Developer's control, rendering the initially approved Phasing Plan impossible. Said City Council approval shall not be unreasonably withheld.

Developer may accelerate or slow phases at its sole discretion, without penalty or loss of any rights. There shall be no deadlines, penalties, loss of rights, or other consequences if the actual schedule or order of phases differs from these estimates.

2.4 Building Setbacks. The Developer has requested and the City hereby approves modification of required building setbacks as established by the UDO for the Subject Property. Setbacks shall apply only to the perimeter of the Subject Property with Galena Road being deemed the "front yard", Bridge Street and Ashe Road being deemed the "side yard", Baseline Road being deemed the "rear yard". The front yard setback shall be twenty-five (25) feet from the existing Galena Road right-of-way. The rear yard setback shall be twenty-five (25) feet from the Baseline Road right-of-way. The side yard setback, measured to the Bridge Street and Ashe Road rights-of-way, respectively, shall be twenty (20) feet. In anticipation of possible resubdivision of the Subject Property into individual lots, the City agrees to a zero (0) lot line for all structures to be platted within the interior of the Subject Property. Moreover, the City hereby agrees that lots within the PUD shall not be required to abut a public street. The building setbacks established in this paragraph shall apply exclusively to buildings. Fences, signage, drive aisles, parking spaces, and other improvements to the Subject Property are expressly permitted within the defined setbacks. All data center buildings shall be at least five hundred feet (500') from the nearest residential or commercial structure outside the boundaries of the Subject Property. The five hundred (500) foot building separation required by this section shall be measured from existing, occupied, residential or commercial buildings as of the date of PUD approval. The building separation requirement does not apply to future construction, unoccupied structures, sheds, barns, or temporary buildings. No

new building separation obligations will be imposed due to construction, conversion, or change of use of adjacent properties after the PUD approval date.

2.5 Parking Requirements. Pursuant to the City's UDO, 0.3 parking spaces are required per 1000 square feet net floor space for industrial developments. Developer estimates the average building size on the Subject Property will be approximately 1,878,142 square feet, requiring approximately 505 parking spaces per building. The City hereby grants Developer's request to set the minimum required parking at 0.2 parking spaces for 1000 square feet (which formula shall equate to approximately 375 parking spaces per building under the Developer's current site plan). Each building shall require no more than 0.2 parking spaces per 1000 square feet of net floor space. Section 10-5-1K-1 of the UDO requires Developer to install a minimum of 104 electric vehicle charging stations ("EV Stations"). Developer requests a waiver from the requirements of the UDO that Developer install at least 104 EV Stations. The City agrees to waive the minimum EV Station requirement, provided the Developer pay a fee-in-lieu for each EV Station that developer chooses not to build. Any fee-in-lieu for EV charging stations shall be set at a fixed amount per station in a separately executed agreement, and shall not exceed a maximum total cap agreed by Developer and City prior to issuance of the building permit. The City shall have no authority to increase parking or EV charging requirements on the Project, as depicted in the approved Site Plan. in the future. Notwithstanding the foregoing, the City shall have the right to increase parking or EV charging requirements in the event Developer alters or expands the Project. All reviews for parking and EV charging plans that conform to these requirements shall be administrative only, not subject to council or commission review.

2.6 Access to the Subject Property. The City hereby agrees to the Developer's proposal for the construction of certain points of access to the Subject Property, as generally depicted on the Site Plan, subject to comments in a review letter by City Engineer, Engineering Enterprises, Inc., dated _____ __, 2025. The Project shall be developed with private roads or private drive aisles which may be secured to restrict access into/through the Subject Property. The City hereby waives requirements for vehicular cross access in light of the private roads and secured nature of the campus as depicted on the Site Plan. Where access is gated or otherwise restricted, Developer shall work with emergency service providers to ensure access via a knox box or such other means as may be agreed upon between the parties. The number and location of access points to the Subject Property may be adjusted by Developer, subject to City approval and approval of the authority having jurisdiction over the roadway and consistent with applicable engineering standards and public safety requirements. Security gatehouses, guard booths, and surveillance infrastructure shall be expressly permitted at access points, including within setback areas, for campus security purposes.

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

the City at the Developer's election, with either (i) an exclusive easement for, or (ii) a dedication of a ten foot (10') wide shared use path on the outer perimeter of the Subject Property, along Ashe Road between Galena Road and Baseline Road, along Baseline Road from Ashe Road to Bridge Street, along Bridge Street between Baseline Road and Galena Road, and along Galena Road from Ashe Road to Bridge Street, as illustrated on the Proposed Path Locations map, attached hereto as Exhibit C. Developer's obligation under this section is limited to designing and constructing the shared use path, and granting the City an exclusive easement or dedication for the shared-use path. The City shall be responsible for all maintenance of the shared use path once it has been dedicated or an exclusive easement is granted to the City. Developer shall be responsible for all mowing, landscaping and maintenance of all property surrounding the shared use path.
The timeline for construction of the shared use path and Developer's obligation to dedicate or grant easement for any shared use path is subject to and shall be governed exclusively by the Development Agreement. The City agrees that, in the event Developer opts not to dedicate the property but instead to provide City an exclusive easement to the path, City shall indemnify Developer for any injuries occurring on the path itself that are not otherwise the fault of Developer.

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

2.9 Traffic Management. Developer has provided the City with a traffic management plan, including a communication strategy and on-site point of contact, for controlling traffic during all phases of construction, which is attached hereto as *Exhibit F*. Developer has also provided the City with a traffic study, attached hereto as *Exhibit G*. Any construction traffic along roads controlled by Kendall County or the State of Illinois shall require the cooperation of the relevant authority having jurisdiction over the road. Roadway Improvements shall be addressed in the Utility Agreement.

2.10 Landscaping. The City's UDO establishes standards for landscape improvements for the Project. In light of the secured nature of the campus, the Parties have agreed to emphasize external Transition Zone plantings in lieu of other planting requirements internal to the Subject Property. Developer shall comply with Section 10-5-3-C, Building Foundation Landscape Zone, and Section 10-5-3-D Parking Area Perimeter Landscape Zone requirements. Along Bridge, Ashe, Baseline and Galena roadway frontages, the Developer shall install a 100' wide Transition Zone Type D landscape buffer, including an 8-foot-tall berm, as generally depicted on the Landscape Plan attached hereto as Exhibit D (the "*Landscape Plan*"). The City hereby waives all other landscape requirements under Section 10-5-3 of the Code. Berms and transition zone landscaping required by this section shall only be provided at the locations expressly shown on the approved plan. No additional berms or landscape requirements shall be imposed unless Developer agrees in writing. Developer may add berms or increase berm size at its sole discretion.

2.11 Mechanical Screening and Fencing. The City and its sound consultants have agreed that from a noise minimization perspective that the most appropriate location for Mechanical Equipment is on the rooftops; therefore, whenever practical, mechanical equipment shall be placed on the rooftops. If mechanical equipment is to be placed at ground level, it shall be located on the side of the building farthest from any residential structures. All major mechanical equipment shall be fully enclosed or screened by solid barriers. Any mechanical equipment to be installed on a rooftop shall be enclosed by sound-dampening materials.

Notwithstanding the foregoing, the Parties acknowledge and agree that the Project and each parcel/lot therein are subject to the requirements of the City's Noise Ordinance, Title 4, Chapter 4 of the City Code as it existed when the PUD application was approved by the City Council. As a condition to the issuance of a Building Permit for each building, the Developer shall submit to the City a detailed site plan illustrating the placement of all mechanical equipment which shall be reviewed by a third-party sound engineer hired by the City who shall make a report to the City Council as provided in 3.4. Minor modifications to approved mechanical equipment placement that do not increase projected noise levels beyond ordinance limits shall be approved by the Community Development Director without further city council review. Minor modifications shall mean any modification in the placement of mechanical equipment that keeps the equipment in the same general location as originally approved. Any modifications of the mechanical equipment that would move equipment (substantial modifications) shall require the approval of City Council.

Developer is permitted to install a ten foot (10') tall powder coated black steel security fence around the Subject Property, including typical security features such as controlled entry gates and anti-climb measures permitted by applicable laws. While chain-link and barbed wire fencing is strictly prohibited along the perimeter of the Subject Property, chain-link and barbed wire fencing within the interior of the Subject Property shall be permitted.

2.12 Lots; Street Design. The City hereby waives the requirement in Section 10-7-2 of the UDO that all lots shall front or abut on a public street. The City also waives the street design standards set forth in Section 10-7-3 of the UDO. Said waivers are granted in consideration of the security contemplated for the Project and the restricted nature of access internal to the Subject Property. Due to the restricted nature of access to the Project, the City reserves the right to issue a single site address for the Subject Property off Galena Road. The waivers of public street frontage and street design standards granted in this section are permanent and shall apply to all future plats, subdivisions, phases, and development on the Subject Property. These waivers may not be revoked or modified without the Developer's written consent, and shall run with the land for the benefit of all successors and assigns.

2.13 Appearance Standards. The Project is located adjacent to a main arterial thoroughfare at the City's northern boundary. Therefore, the Project serves as the first development members of the public see as they enter the City when driving south down Bridge Street. Given the location of the Project, Developer shall follow the requirements of Section 10-5-8-c-4b.(2) of the UDO requiring recesses, projections, windows, and other ornamental/architectural features. The Developer has submitted prototype building elevations for the Project, a copy of which is attached hereto as Exhibit E (the "*Building Elevations*"). The Building Elevations are representative of architectural design and building materials to be utilized for the Project but are not intended to be an exact depiction of any building that may be constructed as part of the Project. The Developer shall provide updated elevations with any application for final plat or at such time as Developer submits for a Building Permit, as may be applicable. The City shall approve updated elevations which are consistent with the quality and character of the Building Elevations. Any updated building elevations that are consistent in quality, character, and height with Exhibit E shall be approved administratively, with no further council or commission review required, even if building height is reduced.

2.14 Building Height. The maximum building height for the Project is seventy-eight (78) feet, inclusive of any rooftop mechanical equipment or appurtenances, which shall be placed to appropriately mitigate noise . In the event that mechanicals are placed on the ground, the maximum building height for the Project shall be fifty-six and a half (56.5) feet to the top of the building structure and no equipment or appurtenances shall be placed on the rooftop of any building at the Subject Property.

2.15 Signage. Developer may install wall and monument signs as permitted under Section 10-6 of the UDO.

2.16 Lighting. The Developer agrees to submit to the City for its approval a photometric plan along with manufacturer's cut sheets of the proposed lighting standards to be installed within the parking area of the Subject Property. The photometric plan shall be provided with any application for final plat or at such time as Developer submits for a Building Permit, as may be applicable. The Project shall be required to comply with applicable outdoor lighting standards pursuant to Section 10-5-7 of the UDO. Developer's obligation under this section is satisfied by submitting a preliminary photometric plan for one building at PUD approval. Full, detailed photometric plans shall be provided only with permit applications for each building or phase. All reviews and approvals of conforming photometric plans shall be subject to the City's building permit approval process.

2.17 Battery Storage.

(a) Unless otherwise approved by the City Council , the Developer covenants that all primary power used for the data center campus on the Subject Property will be delivered from the Commonwealth Edison power grid. Notwithstanding anything herein, standard uninterruptible power supply (UPS) battery systems, lithium-ion or other backup battery systems located within data halls or serving server racks, switchgear, or critical infrastructure shall be permitted at all times. Nothing in this section shall prohibit the installation or use of batteries or battery systems in connection with data center operations.

(b) Battery uses and storage systems, other than UPS battery systems, lithium-ion or other backup battery systems located within data halls or serving server racks, switchgear, or critical infrastructure, shall be in a separate standalone building a minimum of 50 feet away from any adjacent structure and must be readily accessible by the Bristol-Kendall Fire Protection District for firefighting efforts. These uses shall also be subject to the following additional safety requirements:
Developer shall prepare and maintain a fire safety and evacuation plan that shall be approved by the Bristol-Kendall Fire Protection District and the Yorkville Police Department for occupancies that involve activities for the research and development, testing, manufacturing, handling, or storage of lithium-ion batteries or lithium metal batteries, or the repair or servicing of vehicles powered by lithium – ion batteries or lithium metal batteries.

Developer is required to install a fire detection and alarm system for both indoor and outdoor areas where batteries shall be stored. The method of fire detection must either be an air-aspirating system or a radiant- energy sensing system. Developer shall install a sprinkler system for indoor rooms where batteries are stored, and must ensure said rooms are separated from the remainder of the occupancy by two-hour barriers. Any structure where batteries are stored must provide a two-hour fire-resistance-rated enclosure and must have an automatic sprinkler system and detection system.

Article 3. Developer Obligations

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

3.2 Engineering and Roadway Reconstruction. All road and infrastructure improvements required in connection with the Subject Property, and any allocation of costs to Developer, shall be addressed exclusively in the Utility Agreement or the Development Agreement, which obligation shall be due or enforceable as if part of this PUD Agreement.

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

3.3 East Beecher Road Dedication Offset; West Beecher Road Access. Any payment in lieu of extending East Beecher Road shall be set forth in the Utility Agreement or the Development Agreement, which agreements shall contain details of the cost backup, prorated by phase or building permit.

Access to a planned private roadway accessible from Galena Road and located south of Galena Road and east of Eldamain Road, along the route of the current West Beecher Road shall be addressed in the Utility Agreement.

3.4 Noise Studies and Noise Monitoring. At the onset of each phase of construction, Developer shall install continuous noise monitoring devices recommended by a sound engineer chosen by the City, at discrete locations chosen by the City's sound engineers. A preliminary noise monitoring report shall be prepared and submitted to the City within sixty (60) days after each building housing data center equipment on Subject Property is operational. The noise monitoring devices shall be maintained throughout the life of the Project, and the City shall have continuous access to the data they produce. If, at any time, noise levels on the Subject Property exceed those permitted by the City's noise ordinance applicable to the Subject Property, the Developer shall investigate the

source of the noise and identify and implement one or more means to mitigate the noise that is resulting in the noise ordinance violation.

The Developer has submitted an initial noise study attached hereto as Exhibit H ("*Initial Noise Study*")that included: (i) baseline noise measurements of the current environment and predictive modeling in phased and at full buildout to ensure the facility's design will meet local noise limits as detailed in Title 4, Chapter 4 of Yorkville's Code of Ordinances on the date that the Developer's PUD application was submitted; (ii) and noise source data for the cooling equipment can be based on generic or manufacturer-provided data. The purpose of the initial study was to refine the site layout and cooling scheme as needed to meet the City's noise ordinance.

As a condition of the issuance of a Building Permit, the Developer shall submit a Site Plan illustrating the placement of all mechanical equipment as set forth in 2.11. The Developer shall also be required to submit a final noise study that shall include: (i) noise source data for the specific equipment planned for the project based on actual sound level measurements of that specific equipment, made in accordance with nationally recognized standards and not on interpolated, extrapolated, or otherwise calculated sound levels; and (ii) a mitigation plan to ensure that operational noise does not exceed the applicable local noise limits detailed in Yorkville's Code of Ordinances, which includes the penalty for tonal equipment. This final noise study shall be subject to the review of the City's sound engineer. The City Council shall approve the Site Plan and the Building Permit if in the reasonable opinion of the City's Sound Engineer the Noise Ordinance will be met.

3.5 Water Usage. All obligations, certifications, or penalties relating to Developer's water usage shall be addressed exclusively in the Utility Agreement between Developer and the City.

3.6 Dedications. All right-of-way and easement dedications shall be governed exclusively by the Development agreement and shall be enforceable under this PUD Agreement.

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

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

3.9 Cooperation with other Units of Local Government. The proposed Project affects various jurisdictions outside the City of Yorkville, including Kendall County and the Yorkville-Bristol Sanitary District. Developer understands that successful completion of the Project will require the cooperation of other Units of Local Government and could have a detrimental impact on these other units of local government. To that effect, Developer shall enter into a separate Agreement with the Yorkville-Bristol Sanitary District for upgrades to the Sanitary District's wastewater treatment facilities and sanitary sewer infrastructure required as a result of the Project and with Kendall County regarding necessary improvements to Galena Road along the frontage of the Subject Property.

3.10 Emergency Operations Plan. Developer shall prepare a plan for emergency situations, including the Developer's plan and procedures for responding to, managing, and recovering from emergencies and disasters (an "Emergency Operations Plan"). The Emergency Operations Plan shall include the Developer's plans for sharing information, and coordinating emergency responses, with emergency response agencies, including, but not limited to, the Bristol-Kendall Fire Protection District and the Yorkville Police Department. The Emergency Operations Plan shall be submitted to the City prior to initial occupancy of the first building.

3.11 Operational Testing. From time to time, Developer will need to test certain operational components of the Data Center, such as generators. Developer agrees to only conduct such operational testing during the hours of 11:00 a.m. to 5:00 p.m., Monday through Friday, and not on any Holidays "Holiday" shall be defined as any date that has been designated a state holiday by the State of Illinois).

3.12 Development Offsets. Any obligation to pay development offsets, impact fees, or similar charges shall be addressed in the Development Agreement which obligations shall be due and enforceable under this PUD Agreement.

3.13 Hold Harmless and Indemnification. Developer shall hold harmless the City, and all of its elected, appointed officials, and employees (collectively the "City Parties") from any and all third-party claims that may be asserted against the City Parties in connection with (i) the City's review and approval of any plans or improvements, (ii) the City's issuance of any approval, permit or certificate, or (iii) Developer's development, construction, maintenance, or use of the Subject Property. Developer's obligation to indemnify or hold harmless the City Parties shall not apply to claims resulting from the City's own negligence, willful misconduct, or breach of this Agreement, nor to any claim asserted by the City Parties themselves.

3.14 Casualty and Rebuilding Rights. If any structure or improvement on the Subject Property is damaged or destroyed by casualty or natural disaster, Developer or subsequent owner has the explicit right to rebuild or repair such structure or improvement to its original permitted size, height, density, and use without requiring further zoning approvals or public hearings. The City shall promptly issue all necessary permits to facilitate rebuilding consistent with originally approved plans, subject only to compliance with applicable building codes. The PUD Entitlements and vested protections shall fully apply to all rebuilt structures.

3.15 Covenants and Restrictions. The Developer shall record Covenants and Restrictions as required by Section 12 of the Annexation Agreement (the "Covenants and Restrictions").

3.16 Dormant Special Service Area. Per the requirements of the City's UDO, the City shall create a dormant special service area (the "*SSA*") for the purpose of maintaining common areas should Developer or any successor in interest or assignee fail to do so. The SSA shall not be implemented and SSA taxes shall not be levied upon the Subject Property unless the property owner of record is notified of the need to implement the SSA.

Article 4. City Obligations

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

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

The City's issuance of any Building Permits shall be contingent upon the Developer entering into the following separate agreements with the City related to the Project and the Subject Property: a Development Agreement, and a Utility & Infrastructure Agreement. Such assistance, including the execution of the separate agreements listed above, shall not be unreasonably withheld, conditioned, or delayed by the City, and shall not be conditioned upon Developer entering into any agreement or obligation not expressly required by this PUD Agreement or the Annexation Agreement entered into by the Parties. Such agreements shall be required only as a condition to the issuance of permits for the relevant phases, and shall not affect the vesting or effectiveness of this PUD Agreement.

4.3 UDO Freeze. Upon commencement of construction of the Project and for the term of this Agreement, no amendment to the Unified Development Ordinance or any City code, ordinance, or regulation shall apply to the Subject Property if it imposes more stringent or additional requirements, unless Developer agrees in writing or required by state or federal law. All rights and standards granted by this PUD are vested and frozen for the full term. After expiration of this Agreement, the Subject Property shall continue to be governed by the underlying M-2 zoning, together with all Entitlements explicitly granted by this PUD, unless amended pursuant to applicable law with Developer's consent or as otherwise explicitly provided in Article 5.

4.4 Equal Treatment. The City acknowledges Developer's substantial up-front investment in the Subject Property and agrees that, while generally applicable permit fees and building codes are not frozen, the City shall not impose, adopt, or enforce any new fee, requirement, or regulation after the Effective Date other than those agreed to in a Development Agreement or Utility & Infrastructure Agreement between the Developer and the City. These protections shall apply for the full term of this Agreement, and nothing herein overrides the broader UDO freeze or vesting protections provided in this Agreement.

4.5 Certificate of Occupancy. The City shall issue a certificate of occupancy for each building constructed on the Subject Property when the building is fully capable of being served by sanitary sewers, storm sewers, water main, public/private roads, natural gas (as may be applicable), and permanent electric service, and is otherwise in conformance with City Codes and other applicable state laws, and all applicable fees have been paid. It is understood by the Parties that permanent electric service does not include Combined Cycle Gas Turbines, Reciprocating Internal Combustion Engine generators, diesel generators, and nuclear sources. The City agrees to issue temporary or conditional occupancy permits in the event that weather conditions prohibit the installation of certain subdivision improvements such as sidewalks, private drive aisles, and required landscaping.

Article 5. Term

This Agreement shall remain in full force and effect for a period of twenty (20) years from the Effective Date, unless earlier terminated or amended by mutual written agreement of the Parties, or revoked for material breach as provided herein. No sunset or automatic expiration shall occur based on build-out, inactivity, or the passage of time less than twenty (20) years. After expiration of this Agreement, the PUD and all Entitlements granted herein shall remain permanently effective, running with the land, subject only to amendment or revocation pursuant to applicable law, after notice and a public hearing, and then only for cause or with the Developer's written consent.

Article 6. Notices

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

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

With a copy to:

Pioneer Development, LLC
30 N. Gould Street, #38989
Sheridan, Wyoming 82801
Attn: Matt McCarron

David J. Silverman
Mahoney, Silverman & Cross, LLC
822 Infantry Drive, Suite 100
Joliet, Illinois 60435

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

With a copy to:

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

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
4221 Warrenville Rd., Ste. 310
Lisle, Illinois 60532
Attn: Attorney Kathleen Field Orr

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

The Developer may provide the name and contact information of a project lender to the City. In the event the Developer provides lender information, the lender shall be given notice and opportunity to cure any alleged breach by the Developer; provided, however, the Developer shall remain responsible for all obligations under this Agreement, the Utility Agreement and the Development Agreement.

Article 7. Mutual Understandings

7.1 Ancillary Agreements. Any future development, utility, or infrastructure agreements required for the Project shall be set forth in the Utility Agreement, the Development Agreement and this PUD is subject to the terms of said agreements as negotiated, approved and executed by the City and the Developer. In addition, all future development and use of the Subject Property shall be subject to the Covenants and Restrictions as hereinabove provided, and adherence to these said agreements and Covenants and Restrictions shall be required as a condition to issuance of permits or commencement of relevant project phases.

7.2 Violations. In the event of a material breach of this Agreement, the Parties agree that the defaulting Party shall have sixty (60) days after notice of said breach to correct the same or diligently commence to cure said breach prior to the non-breaching Party's seeking of any remedy provided for herein. However, any breach by Developer reasonably determined by the City to involve health or safety issues may be the subject of immediate action by the City, without prior notice or a sixty (60) day cure period. The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the

same shall continue in full force and effect. Written notice is required for any alleged breach. If cure cannot reasonably be completed within sixty (60) days, the cure period shall be reasonably extended as long as diligent efforts are underway.

7.3 Enforcement: Remedies. A default under this Agreement that remains uncured after written notice specifying the breach and a sixty (60) day cure period, which shall be reasonably extended if cure cannot be completed within sixty (60) days and diligent efforts are underway shall permit the non-defaulting party to proceed with any and all remedies available under Illinois law. Remedies for breach are limited to specific performance, injunctive relief, or termination for a real, uncured material breach. Neither party shall be liable for monetary damages under this Agreement.

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

G. **Amendments to Approved Planned Unit Development.**

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

2. **Major Amendment.** A major amendment is any proposed change to an approved Planned Unit Development that results in one or more of the following changes:

   a. More than a ten percent (10%) increase in the square footage of the buildings;

   b. Any structure greater than 100' in height;

   c. Except as otherwise set forth above, any deviation from the site data standards set forth on the Site Plan;

   d. Any deviation from applicable provisions of the UDO;

   e. Any revision to the approved site plan resulting in a change to:
      i. Building footprint where there is a change in building orientation that will, in the opinion of the City's Sound Consultant materially increase noise levels, substation, and stormwater basin layout and orientation;

ii. Number of substations, and stormwater basins (increase or decrease);
iii. Location of parking;
iv. Change in order of phasing plan;
v. Reduction in height and location of landscape buffer, berm, and walking path;

vi. Location and number of primary and secondary access points.

f. Any change to the approved Site Plan that is not explicitly described as a minor amendment in this Agreement.

3. **Minor Amendment.** A minor amendment is any proposed change to the approved site plan resulting in one or more of the following changes:
   a. An increase or decrease of parking stalls by no more than 5%;

   b. An increase or decrease of landscape types and quantities by no more than 5%;

   c. A 1:1 Landscape species changes;

   d. An increase or decrease of percentage of approved building elevation materials by no more than 5%;

   e. A change in fencing material;

   f. Any revision to the approved site plan resulting in a change to building footprint where there is a change in building orientation that will not, in the opinion of the City's Sound Consultant, materially increase noise levels;

   g.

   h. Notwithstanding the City's UDO, the following shall be processed as Minor Amendments by the Zoning Administrator without public hearing: any reduction in the total Floor Area or any decrease in the number of buildings, provided no such removal or reduction results in a reconfiguration of buildings or any change in the approved site plan other than the removal of, or reduction in the size of, building(s).

4. **Approval Processes.**

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

b. **Minor Amendment.**

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

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

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

7.7 Force Majeure. In the event the performance of any covenant to be performed hereunder by a Party is delayed for causes which are beyond the reasonable control of the Party responsible for such performance (which causes shall include, but not be limited to, acts of God; inclement weather conditions; global pandemic; strikes; material shortages; lockouts; the revocation, suspension, or inability to secure any necessary governmental permit, other than a City license or permit; and any similar case), the time for such performance shall be extended by the amount of time of such delay. Force majeure shall also include supply chain disruptions, delays or inability to obtain equipment or materials, utility or power grid shortages or delays, and governmental or regulatory actions, inactions, or delays (including those of the City) affecting approvals, permits, or operations. All deadlines, performance obligations, and cure periods under this Agreement shall be automatically extended for the duration of any force majeure event.

7.8 Successor and Assigns. This Agreement may not be assigned without the approval of the City until the Covenants and Restrictions have been recorded with the County of Kendall against the Subject Property. Once the Covenants and Restrictions have been recorded, this Agreement upon assignment shall inure to the benefit of, and be valid and binding upon, the Parties and their successors and assigns for the term of the Agreement. It is understood and agreed by the Parties hereto that in the event any part of the Subject Property is sold or conveyed at any time during the term of this Agreement after the recordation of the Covenants and Restrictions, all unaccrued obligations and responsibilities of the prior title holder to said part of the Subject Property conveyed shall be released and be assumed by such purchaser of the part of the Subject Property conveyed, and the prior title holder shall be fully released from all unaccrued obligations which relate thereto. Notwithstanding the foregoing, the City shall not be required to release any Surety until the successor owner has posted replacement Surety for the improvement obligations being assumed by said successor owner, which Surety shall be in a form and amount acceptable to the City. In the event that part of the Subject Property is to be conveyed, the respective owners may enter into an agreement parsing respective obligations under this Agreement between the respective owners and the City shall not unreasonably withhold its consent to any such agreement. Developer may assign, subdivide, or transfer all or any portion of its interest in the Subject Property and this Agreement to any party, upon written notice to the City after the recordation of the Covenants and Restrictions where upon the City's consent is not required for any such assignment, subdivision, or financing. Upon such transfer, the transferee assumes all obligations for the

assigned portion and the transferor is released from further liability for such portion. This Agreement and all rights and obligations hereunder shall run with the land and bind all successors and assigns.

7.9 Non-Merger of Entitlements. The rights, Entitlements, and protections established by this PUD Agreement are independent and shall not merge into the Development Agreement, Utility Agreement, or other agreement with the City, unless expressly stated in such subsequent agreement and approved in writing by Developer.

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

7.11 Effective Date. Developer is contract purchaser of the Subject Property. To this end this Agreement shall become effective as of the date of the Developer's, or Developer's assignee's, acquisition of the Subject Property.

7.12 Lender Protections. The existence of any mortgage, deed of trust, or other security interest encumbering the Subject Property shall not constitute a default under this Agreement, and Developer shall have no obligation to obtain subordination or consent from any lender. The City shall, within fifteen (15) business days of written request, execute commercially reasonable lender estoppel certificates, nondisturbance agreements, or similar documents as reasonably requested by Developer's lenders.

7.13 Entire Agreements. This Agreement, the Annexation Agreement, the Utility Agreement and the Development Agreement, together with all attached Exhibits, and the provision of the Covenants and Restrictions constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement, the Annexation Agreement, the Utility Agreement and the Development Agreement may only be amended by a written instrument executed by both parties.

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

United City of Yorkville *Attest:*

By: _____ By: _____
Mayor

Date: _____, 2025

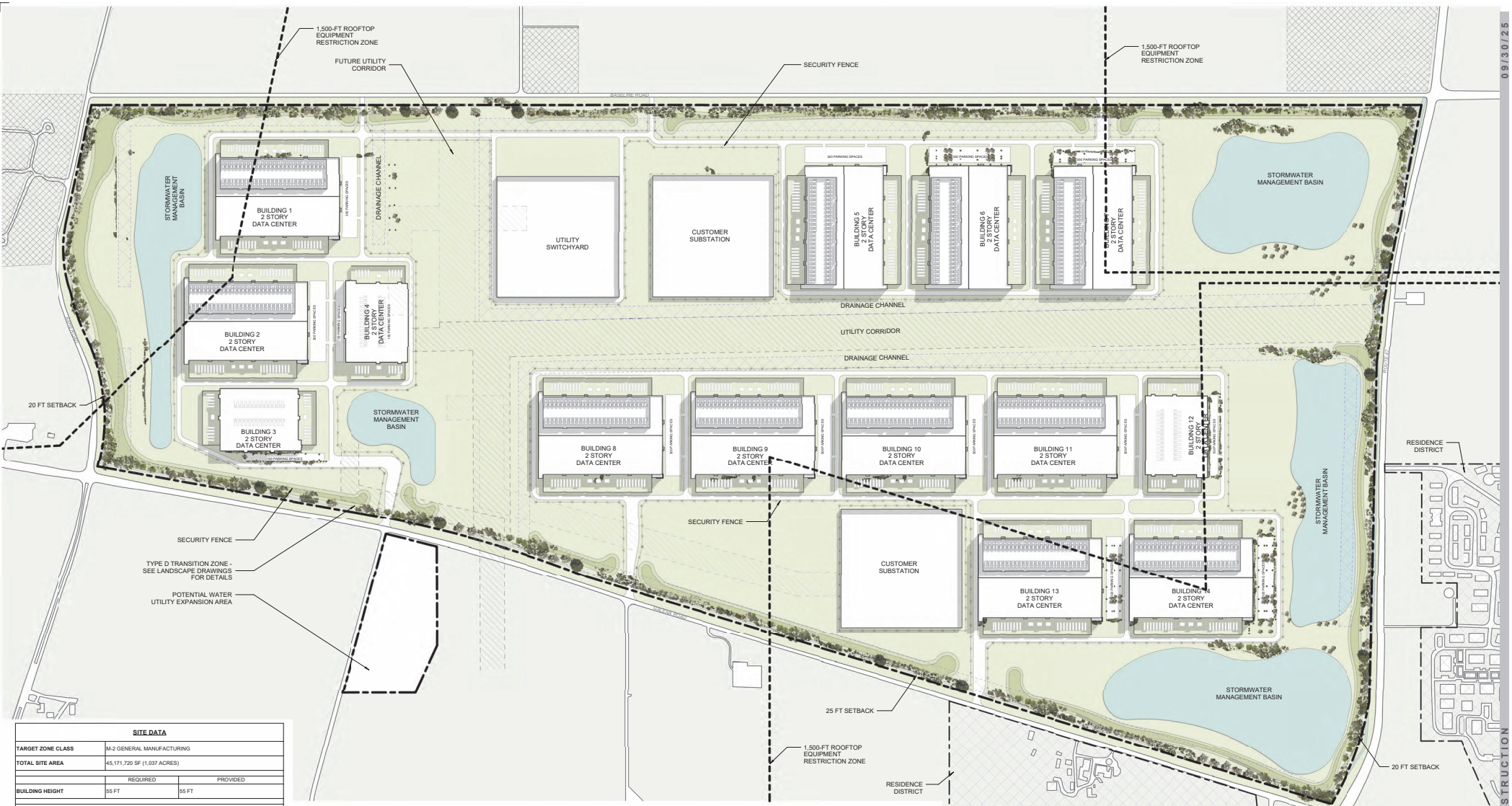
Pioneer Development, LLC

By: _____

Date: _____, 2025

EXHIBIT LIST

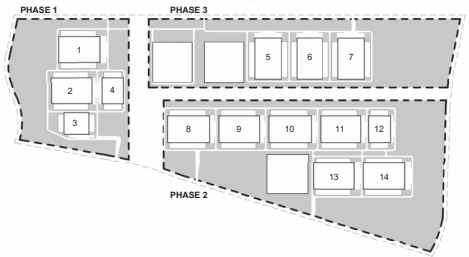
Exhibit A- Site Plan
Exhibit B- Phasing Plan
Exhibit C- Proposed Path Locations Map
Exhibit D- Landscape Plan
Exhibit E- Building Elevations
Exhibit F- Traffic Management Plan
Exhibit G- Traffic Study
Exhibit H- Initial Noise Study



SITE DATA		
TARGET ZONE CLASS	M-2 GENERAL MANUFACTURING	
TOTAL SITE AREA	45,171,720 SF (1,037 ACRES)	
	REQUIRED	PROVIDED
BUILDING HEIGHT	55 FT	55 FT
SETBACKS		
FRONT	25 FT	25 FT
SIDE	MIN. 10% OF LOT DEPTH, MAX. 20FT	20 FT
REAR	0 FT	0 FT
*SETBACKS APPLY ONLY TO THE PERIMETER OF THE PROPERTY. IN THE EVENT THAT THE PROPERTY IS RESUBDIVIDED, THERE SHALL BE NO SETBACKS APPLICABLE TO INTERNAL LOT LINES.		
PARKING		
DATA CENTER PARKING RATIO	0.3 SPACES PER 1,000 SF	
	REQUIRED	PROVIDED
PARKING SPACES	5,194	3,750
ACCESSIBLE PARKING SPACES	114	92
COVERAGE		
MINIMUM LOT SIZE	N/A	N/A
MAXIMUM LOT COVERAGE	85% (38,395,962 SF)	41% (18,552,808 SF)
MAXIMUM F.A.R.	N/A	N/A

BUILDING AREAS

PHASE	BUILDING NUMBER	FOOTPRINT AREA	TOTAL FLOOR AREA	HEIGHT (TOP OF BUILDING)	HEIGHT (TOP OF EQUIPMENT)
P1	BUILDING 1	680,600 SF	1,361,182 SF	55 FT	78 FT
P1	BUILDING 2	680,591 SF	1,361,182 SF	55 FT	78 FT
P1	BUILDING 3	390,000 SF	780,000 SF	55 FT	78 FT
P1	BUILDING 4	390,000 SF	780,000 SF	55 FT	78 FT
P3	BUILDING 5	680,591 SF	1,361,182 SF	55 FT	78 FT
P3	BUILDING 6	680,591 SF	1,361,182 SF	55 FT	78 FT
P3	BUILDING 7	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 8	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 9	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 10	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 11	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 12	390,000 SF	780,000 SF	55 FT	78 FT
P2	BUILDING 13	680,591 SF	1,361,182 SF	55 FT	78 FT
P2	BUILDING 14	680,591 SF	1,361,182 SF	55 FT	78 FT
	TOTAL	8,656,501 SF	17,313,002 SF	N/A	N/A



PROJECT CARDINAL

PLAN A-1

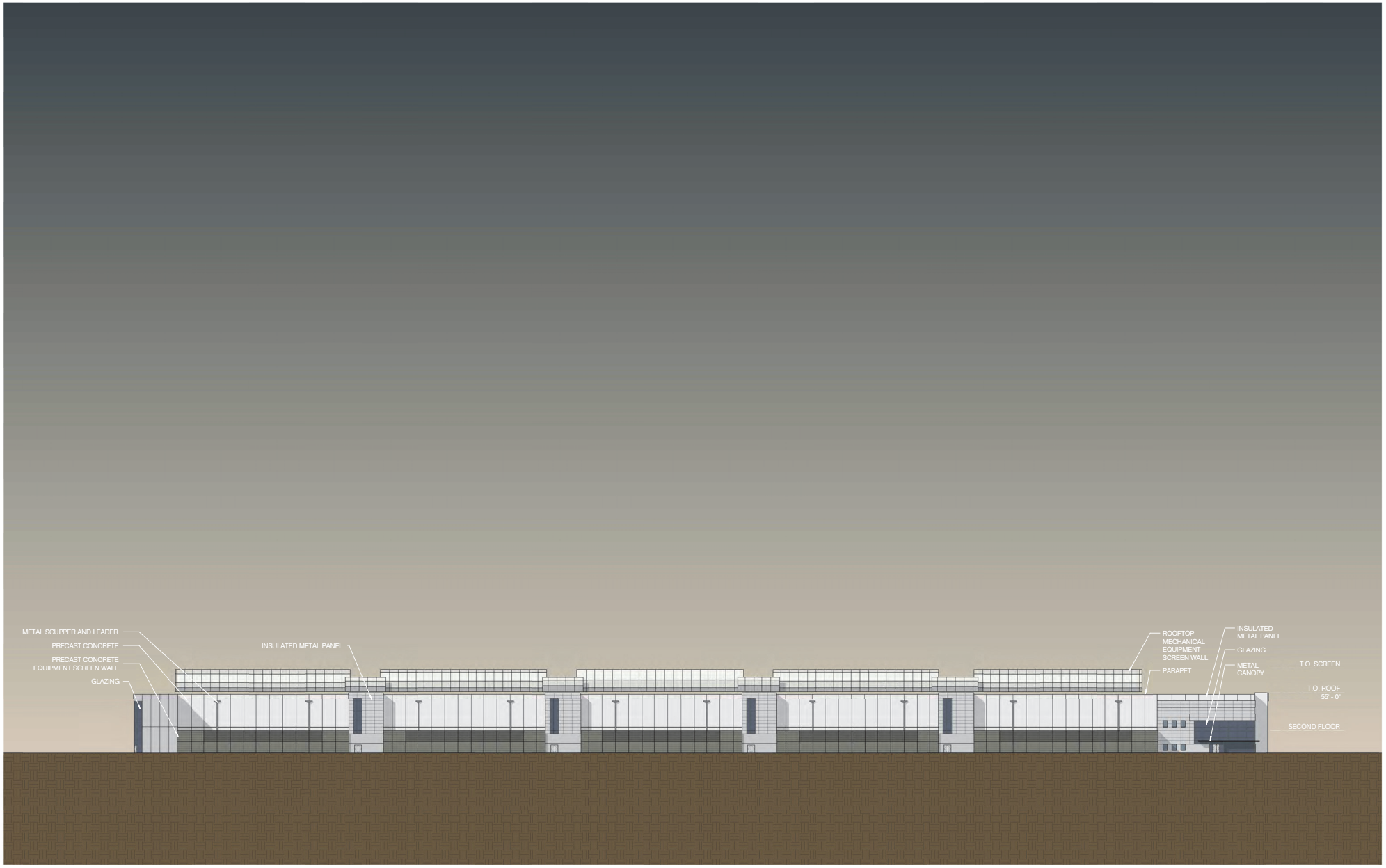
09/30/25

PRELIMINARY - NOT FOR CONSTRUCTION

PIONEER DEVELOPMENT

SITE PLAN

BURNS McDONNELL · Marquiles Hoelzli Architecture · O2



ELEVATION LEGEND

PRECAST CONCRETE PANEL OR SIMILAR - LIGHT GREY

INSULATED METAL PANEL OR SIMILAR - MEDIUM GREY

GLAZING

PRECAST CONCRETE EQUIPMENT SCREEN WALL

09/30/25

PRELIMINARY - NOT FOR CONSTRUCTION

PROJECT CARDINAL

A-2

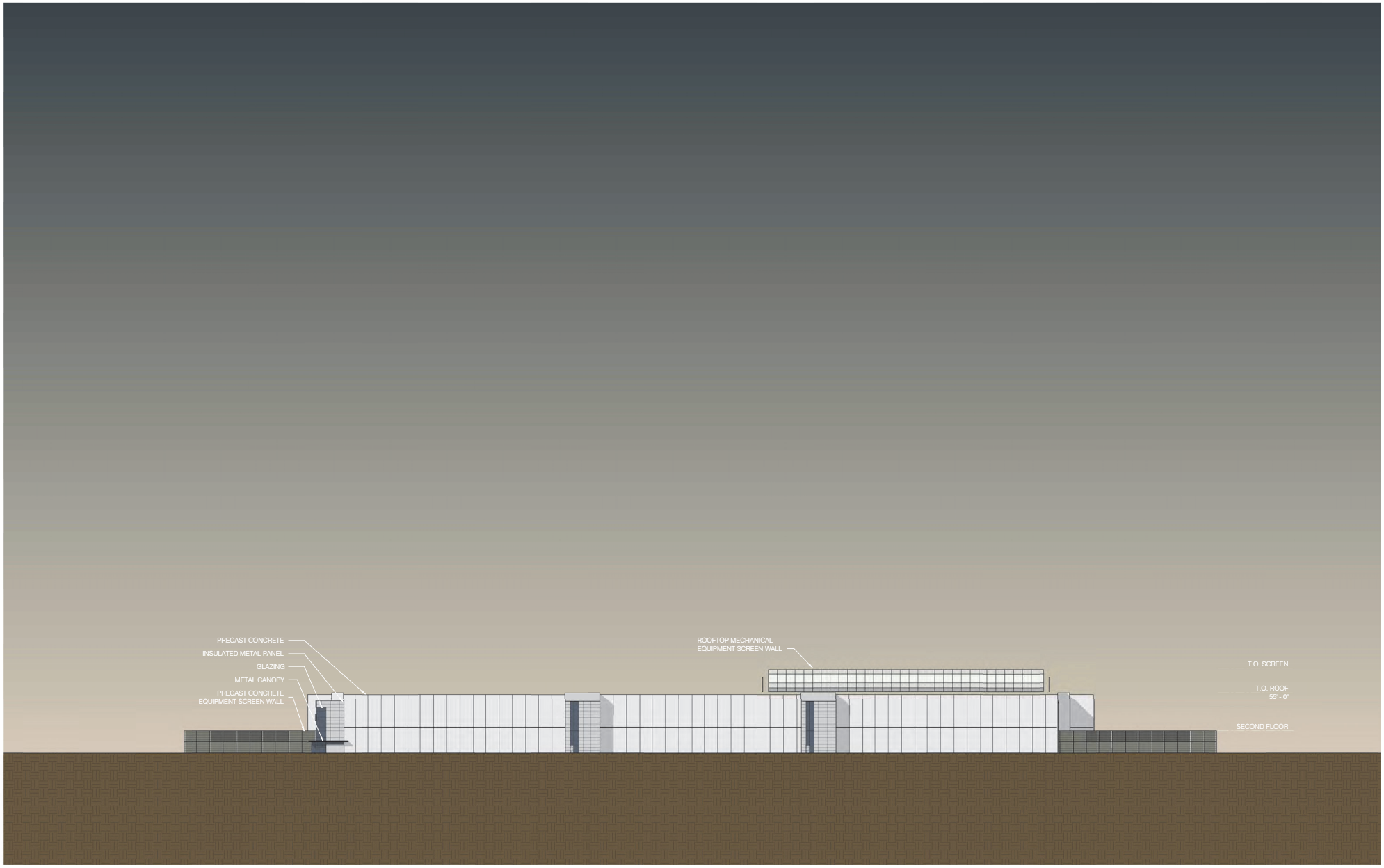
PIONEER DEVELOPMENT

SOUTH ELEVATION

EXTERNAL FACING

BURNS McDONNELL

Marquiles Hoelzli Architecture



ELEVATION LEGEND

PRECAST CONCRETE PANEL OR SIMILAR - LIGHT GREY

INSULATED METAL PANEL OR SIMILAR - MEDIUM GREY

GLAZING

PRECAST CONCRETE EQUIPMENT SCREEN WALL

PROJECT CARDINAL

A-3

PIONEER DEVELOPMENT

EAST ELEVATION

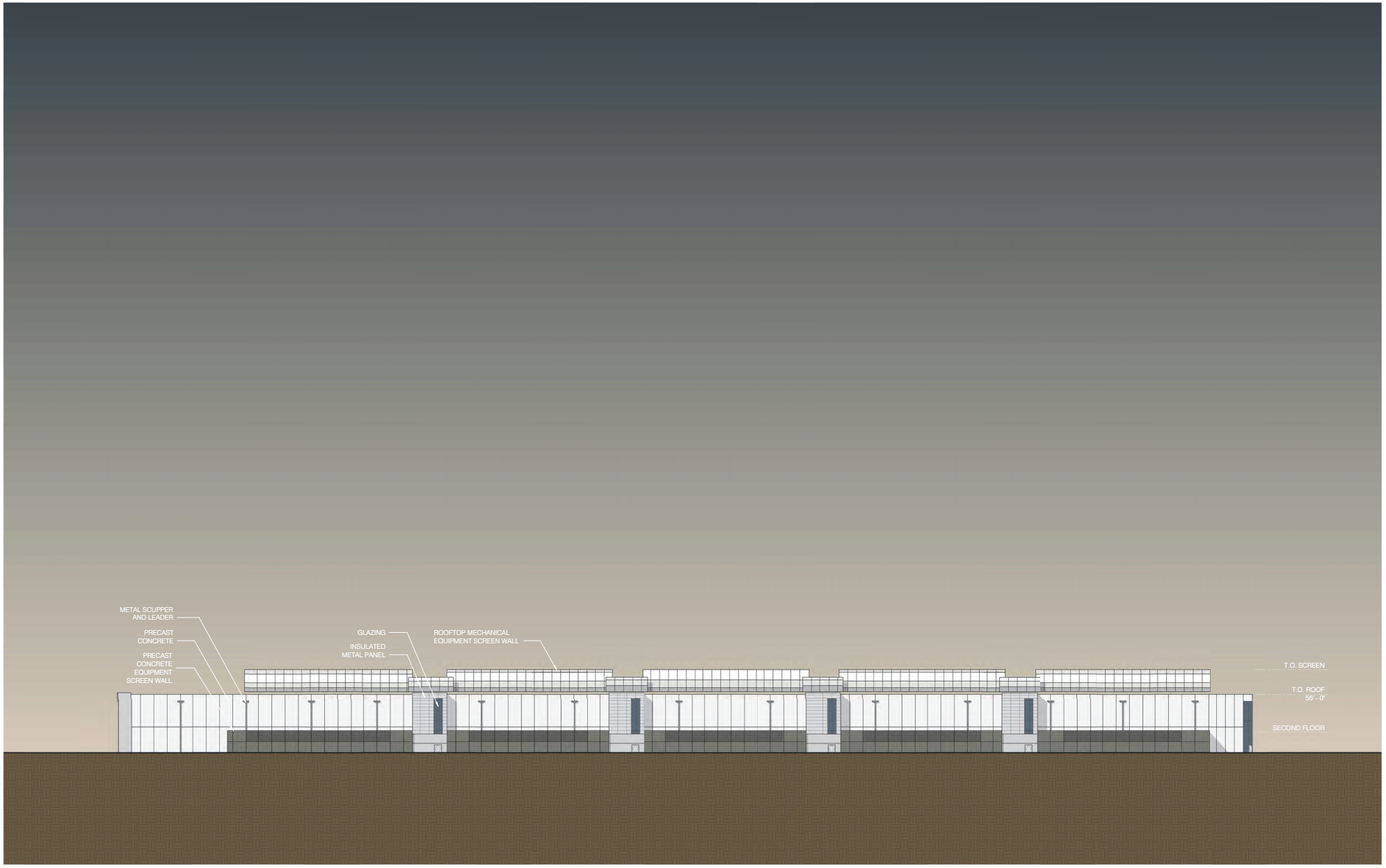
EXTERNAL FACING

BURNS McDONNELL

Marquiles Hoelzli Architecture

PRELIMINARY - NOT FOR CONSTRUCTION

09/30/25



ELEVATION LEGEND

PRECAST CONCRETE PANEL OR SIMILAR - LIGHT GREY

INSULATED METAL PANEL OR SIMILAR - MEDIUM GREY

GLAZING

PRECAST CONCRETE EQUIPMENT SCREEN WALL

PROJECT CARDINAL

A-4

PIONEER DEVELOPMENT

NORTH ELEVATION

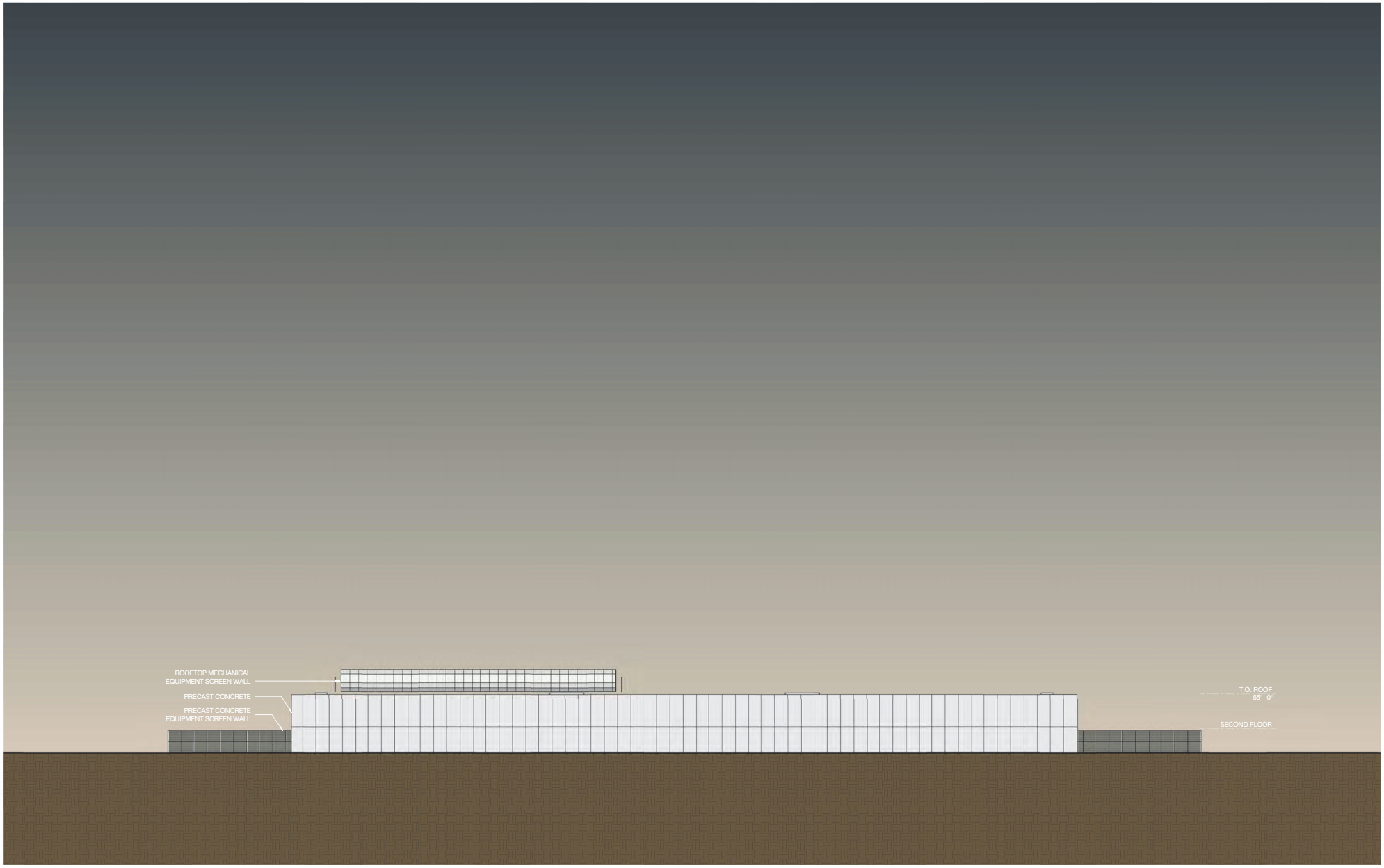
INTERNAL FACING

BURNS McDONNELL

Marquiles Hoelzli Architecture

09/30/25

PRELIMINARY - NOT FOR CONSTRUCTION



ELEVATION LEGEND

PRECAST CONCRETE PANEL OR SIMILAR - LIGHT GREY

INSULATED METAL PANEL OR SIMILAR - MEDIUM GREY

GLAZING

PRECAST CONCRETE EQUIPMENT SCREEN WALL

PROJECT CARDINAL

A-5

PIONEER DEVELOPMENT

WEST ELEVATION

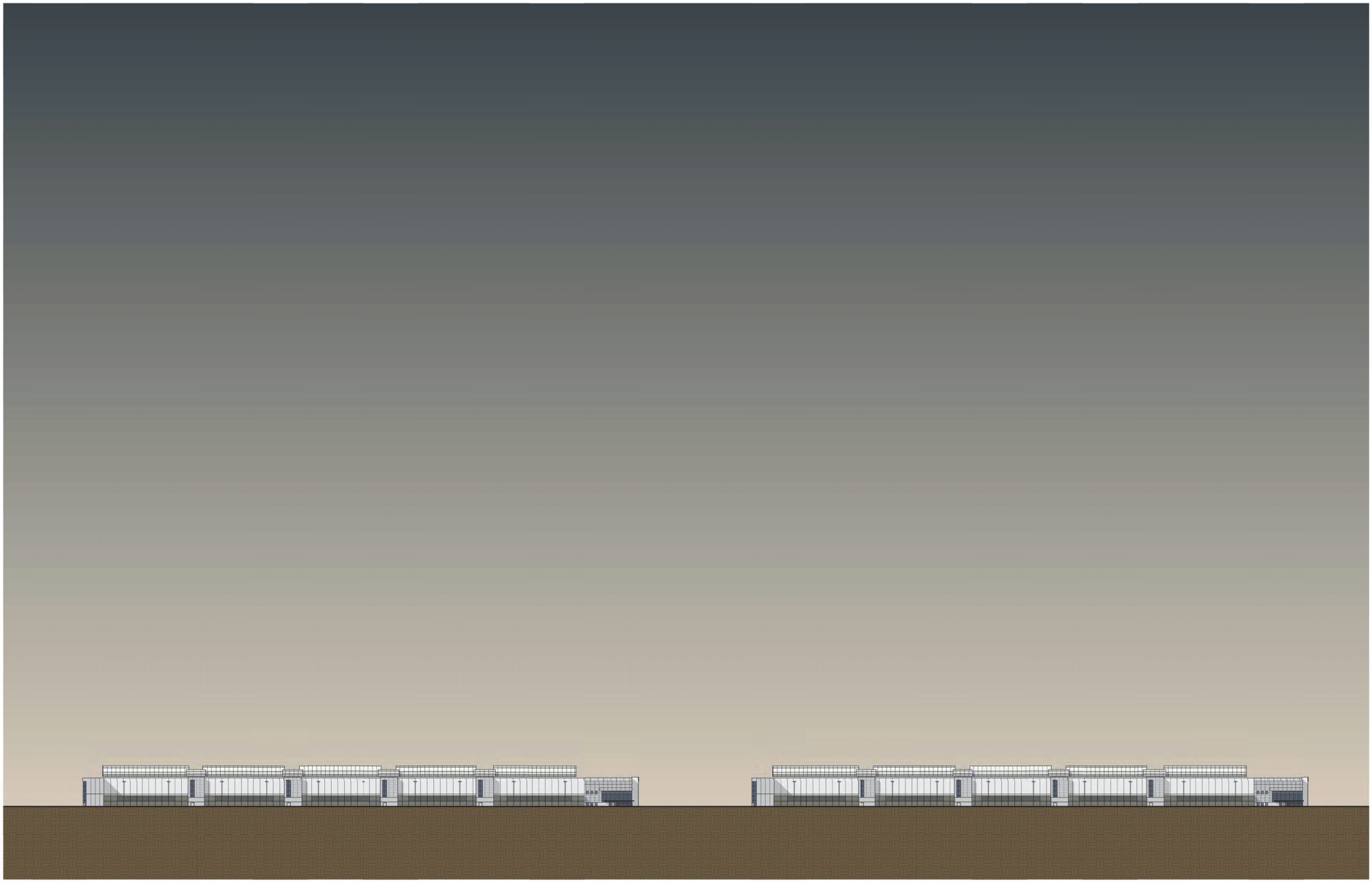
INTERNAL FACING

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Marquiles Hoelzli Architecture

09/30/25

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PROJECT CARDINAL

A-6

PIONEER DEVELOPMENT

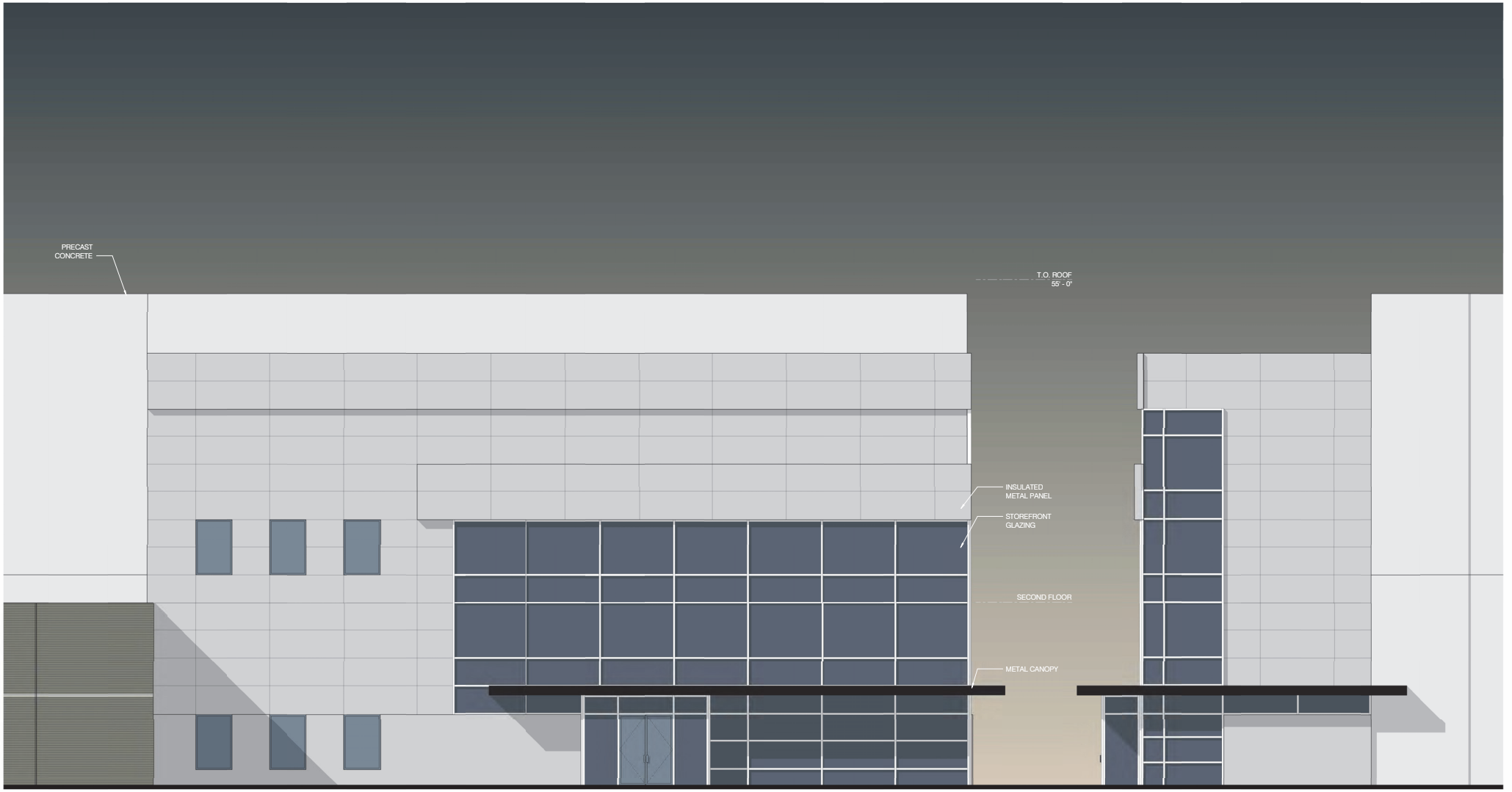
SOUTH ELEVATIONS

BURNS McDONNELL

Marqulies Hoelzli Architecture

PRELIMINARY - NOT FOR CONSTRUCTION

09/30/25



09/30/25

PRELIMINARY - NOT FOR CONSTRUCTION

PROJECT CARDINAL

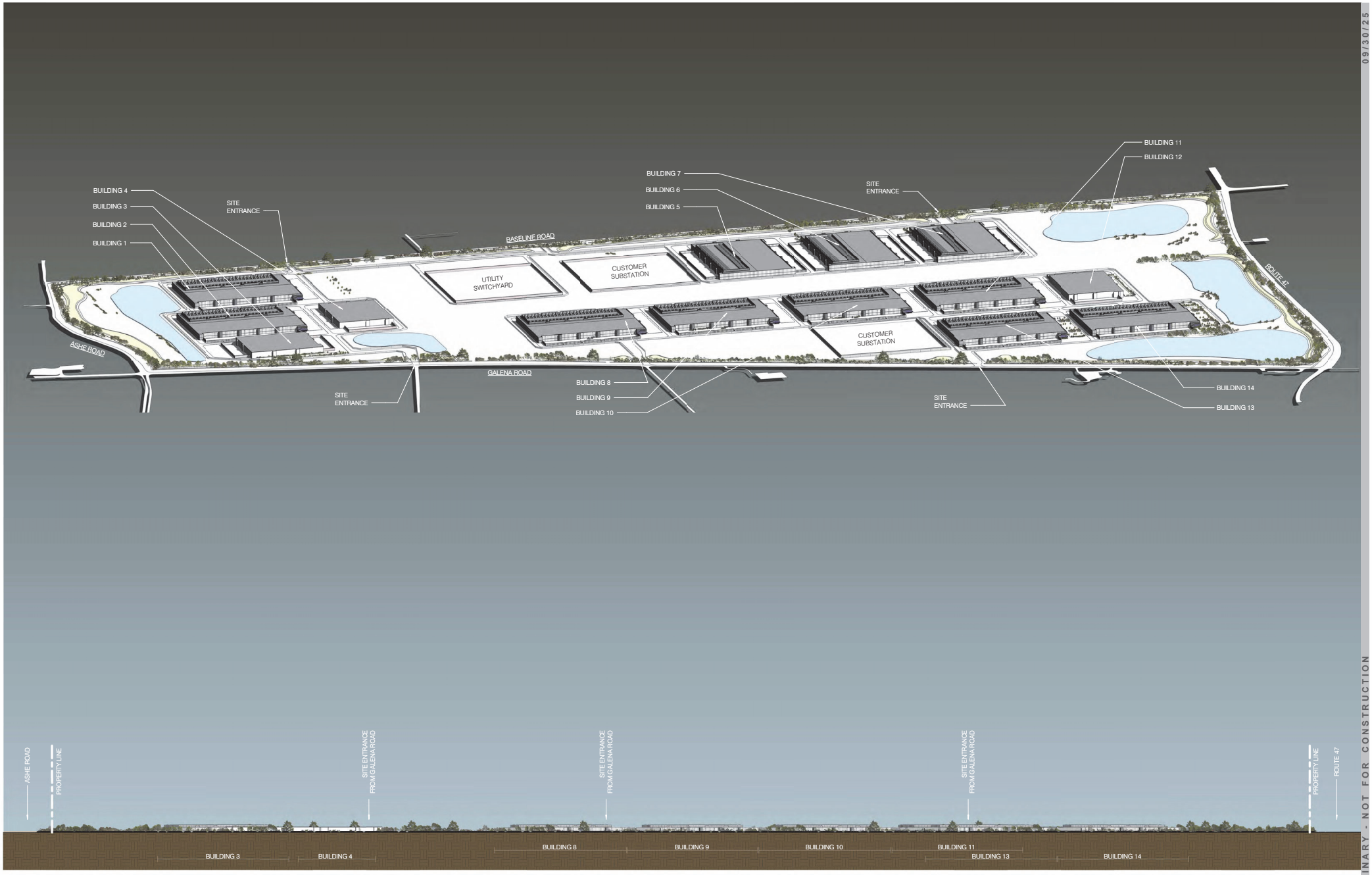
A-7

PIONEER DEVELOPMENT

FRONT OF HOUSE

BURNS McDONNELL

Marqulies Hoelzli Architecture



1 SOUTH SITE ELEVATION - FROM GALENA ROAD
SCALE: 1" = 300'-0"

09/30/25

PRELIMINARY - NOT FOR CONSTRUCTION

PROJECT CARDINAL

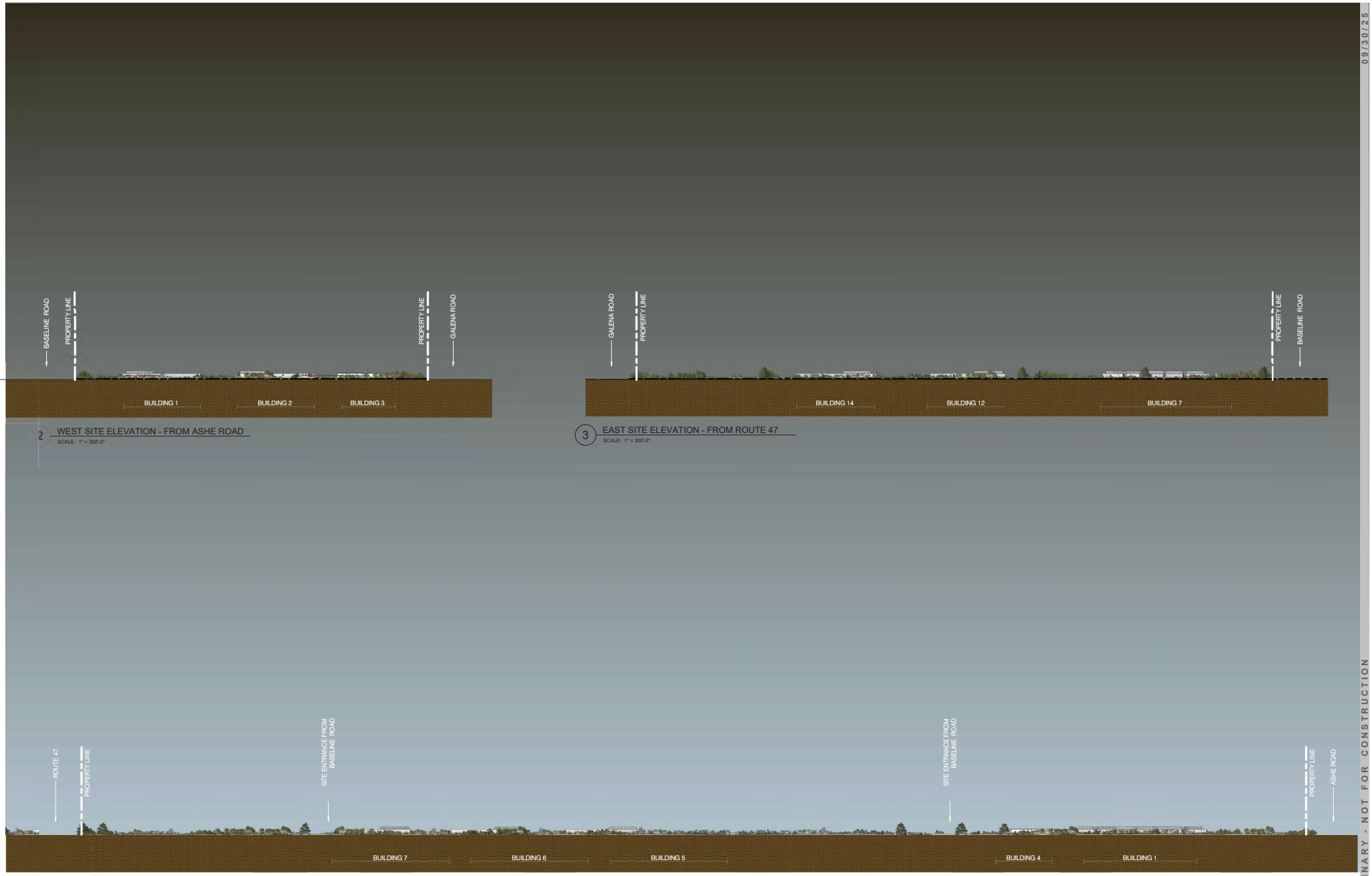
A-8

PIONEER DEVELOPMENT

SITE ELEVATION

BURNS McDONNELL

Marquiles Hoelzli Architecture



2 WEST SITE ELEVATION - FROM ASHE ROAD
SCALE: 1" = 300'-0"

3 EAST SITE ELEVATION - FROM ROUTE 47
SCALE: 1" = 300'-0"

1 NORTH SITE ELEVATION - FROM BASELINE ROAD
SCALE: 1" = 300'-0"

09/30/25

PRELIMINARY - NOT FOR CONSTRUCTION

PROJECT CARDINAL

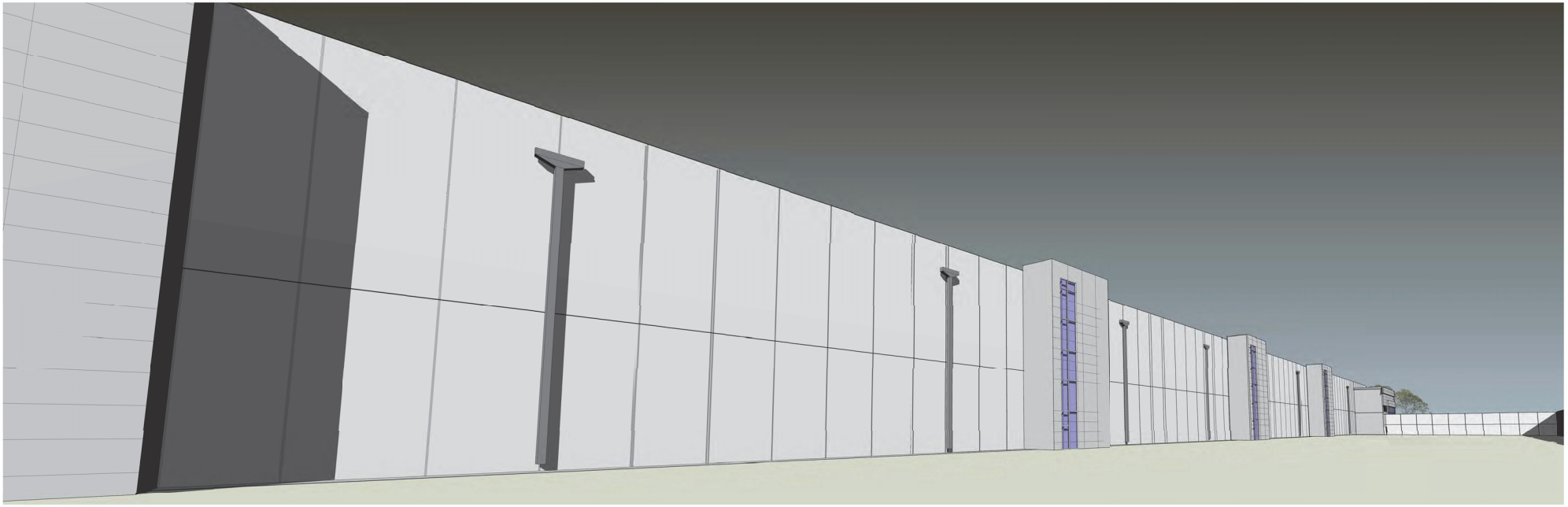
A-9

PIONEER DEVELOPMENT

SITE ELEVATION

BURNS McDONNELL

Marqulies Hoelzli Architecture



1 PERSPECTIVE: FRONT OF HOUSE CORNER
SCALE: NTS



2 PERSPECTIVE: ROOFTOP EQUIPMENT FROM PARKING LOT
SCALE: NTS

09/30/25

PRELIMINARY - NOT FOR CONSTRUCTION

PROJECT CARDINAL

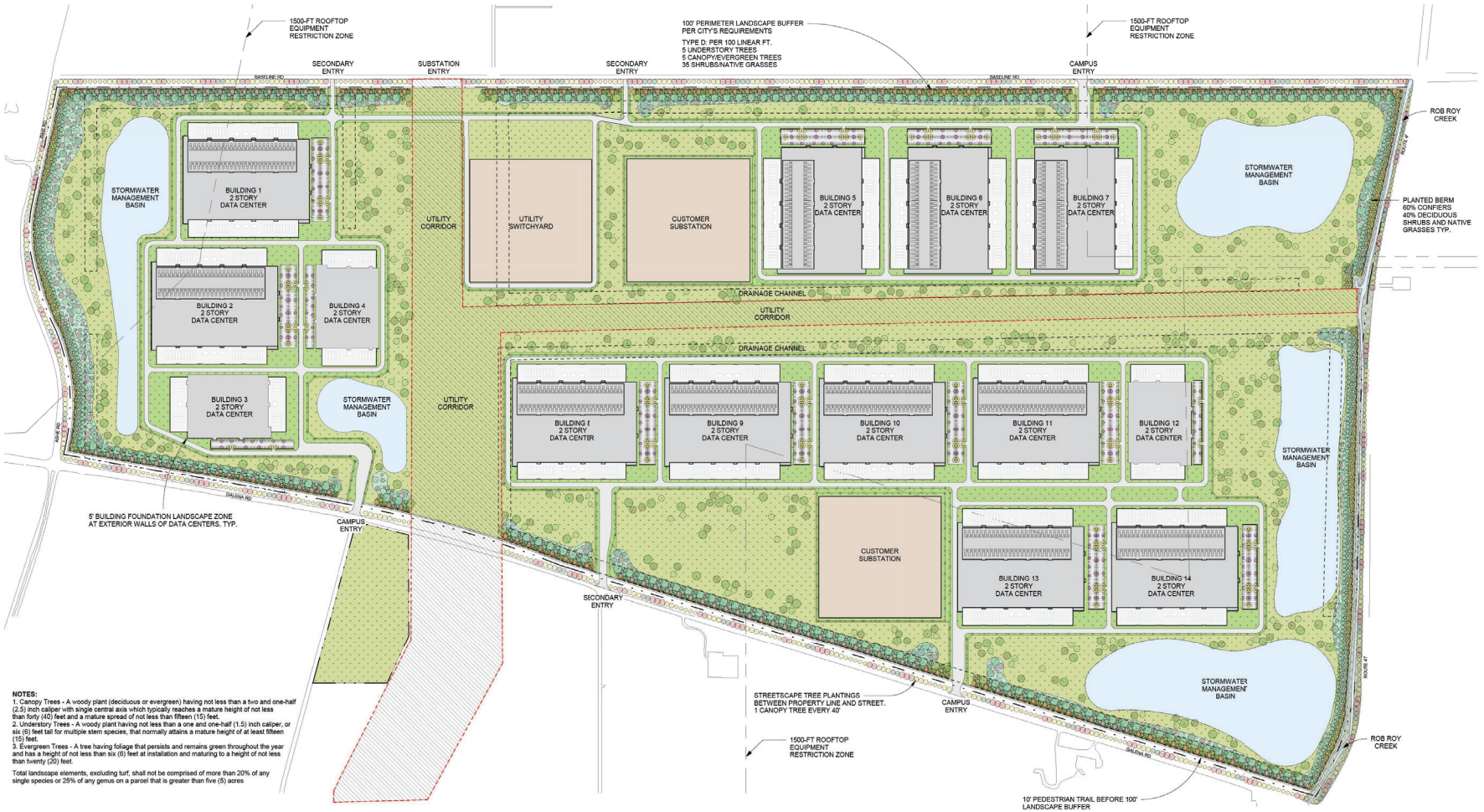
A-10

PIONEER DEVELOPMENT

PERSPECTIVE

BURNS McDONNELL

Marqulies Hoelzli Architecture



1 CAMPUS PLAN
1" = 400'-0"

NOTES:
1. Canopy Trees - A woody plant (deciduous or evergreen) having not less than a two and one-half (2.5) inch caliper with single central axis which typically reaches a mature height of not less than forty (40) feet and a mature spread of not less than fifteen (15) feet.
2. Understory Trees - A woody plant having not less than a one and one-half (1.5) inch caliper, or six (6) feet tall for multiple stem species, that normally attains a mature height of at least fifteen (15) feet.
3. Evergreen Trees - A tree having foliage that persists and remains green throughout the year and has a height of not less than six (6) feet at installation and maturing to a height of not less than twenty (20) feet.

Total landscape elements, excluding turf, shall not be comprised of more than 20% of any single species or 25% of any genus on a parcel that is greater than five (5) acres

PLANT SCHEDULE - TREES

Common Name	Botanical Name	Count	Mature Height	Mature Width	Native Species	Root Type	Size
Coniferous Trees							
Eastern Red Cedar	Juniperus virginiana	528	30'	20'	Yes	B&B	6 FT.
Jack Pine	Pinus banksiana	143	50'	20'	Yes	B&B	6 FT.
Eastern White Pine	Pinus strobus	483	80'	35'	No	B&B	6 FT.
		1154					
Deciduous Trees							
Downy Serviceberry	Amelanchier arborea	430	20'	25'	Yes	B&B	2 1/2" CAL.
Red Maple	Acer rubrum	319	60'	45'	Yes	B&B	2 1/2" CAL.
American Hornbeam	Carpinus caroliniana	301	30'	30'	Yes	B&B	2 1/2" CAL.
Eastern Redbud	Cercis canadensis	242	20'	25'	Yes	B&B	2 1/2" CAL.
Flowering Dogwood	Cornus florida	629	30'	25'	Yes	B&B	2 1/2" CAL.
Chicagoland Hackberry	Celtis occidentalis 'Chicagoland'	304	50'	40'	Yes	B&B	2 1/2" CAL.
Kentucky Coffeetree	Gymnocladus dioicus	137	75'	40'	Yes	B&B	2 1/2" CAL.
Honey Locust	Gleditsia triacanthos	297	60'	40'	Yes	B&B	2 1/2" CAL.
White Oak	Quercus alba	204	80'	60'	Yes	B&B	2 1/2" CAL.
Bur Oak	Quercus macrocarpa	358	80'	70'	Yes	B&B	2 1/2" CAL.
Northern Red Oak	Quercus rubra	107	75'	50'	Yes	B&B	2 1/2" CAL.
Black Oak	Quercus velutina	235	60'	50'	Yes	B&B	2 1/2" CAL.
Silver Linden	Tilia tomentosa	91	60'	30'	No	B&B	2 1/2" CAL.
Princeton Elm	Ulmus Americana: 'Princeton'	21	80'	50'	Yes	B&B	2 1/2" CAL.
Regal Elm	Ulmus x 'Regal'	101	50'	30'	No	B&B	2 1/2" CAL.
		3776					

SYMBOLS AND ANNOTATIONS

XX — PROPOSED TREES (XX = SPECIES KEY - SEE PLANT SCHEDULE)

SHRUBS AND PERENNIALS(BLOOM COLOR INDICATED)
ADJACENT PLANTS WITH SAME SYMBOL SHAPE AND COLOR ARE THE SAME SPECIES.

XX XX — PLANT SPECIES TAGS - SEE PLANT SCHEDULE

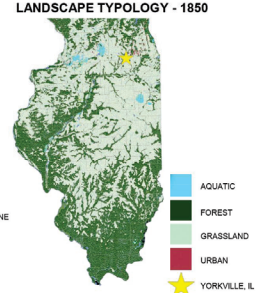
SURFACE TYPES

- UTILITY CORRIDOR
- STORMWATER MANAGEMENT BASIN
- LANDSCAPE BERM
- SOD
- NATIVE MEADOW/PRAIRIE MIX
- PRESERVED AREA

LANDSCAPE LINETYPES

- ROOFTOP EQUIPMENT RESTRICTION ZONE
- 100' LANDSCAPE BUFFER
- DRAINAGE CHANNELS
- PROPERTY BOUNDARY
- UTILITY EASEMENT

LANDSCAPE TYPOLOGY - 1850



Historically, northern Illinois had a richly varied landscape shaped by glaciation, especially during the last Ice Age (the Wisconsin Glaciation, ending around 10,000 years ago). The area of Minooka, Illinois was largely tallgrass prairie with transition zones and higher ground hosting oak savannas, with scattered bur oak, white oak, and black oak trees over prairie grasses.Oak savannas are a unique and ecologically rich habitat, shaped by the presence of scattered, fire-tolerant oak trees set within open grasslands filled with native grasses and wildflowers. In places like Yorkville, oak savannas once covered much of the rolling terrain, offering a vibrant mix of sun and shade, structure and openness.

revisions

no.	date	description

keyplan

registration

PRELIMINARY - NOT FOR CONSTRUCTION

BURNS McDONNELL

date 03/13/25

CONFIDENTIAL

project Project Cardinal

sheet title CAMPUS PLAN

sheet number L-01

9/26/2025 11:37:56 AM

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 2025-08

Agenda Item Summary Memo

Title: Public Works and Parks Department Facility Update

Meeting and Date: City Council – October 14, 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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Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #7

Tracking Number

CC 2025-09

Agenda Item Summary Memo

Title: Lake Michigan Water Project Update

Meeting and Date: City Council – October 14, 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.

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