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 28, 2025
7:00 p.m.
City Hall Council Chambers
651 Prairie Pointe Drive, Yorkville, IL

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk:

WARD I	WARD II	WARD III	WARD IV
Ken Koch	Arden Joe Plocher	Chris Funkhouser	Rusty Corneils
Dan Transier	Craig Soling	Matt Marek	Rusty Hyett

Establishment of Quorum:

Amendments to Agenda:

Presentations:

1. Recognition of Sergeant Samuel Stroup – 25 Years of Service
2. Fiscal Year 2025 Audit Report

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – October 14, 2025
2. Bill Payments for Approval
   $ 4,647,051.03 (vendors)
   $ 457,286.31 (payroll period ending 10/04/25)
   $ 5,104,337.34 (total)
3. PW 2025-96 Water Reports for January 2025 – September 2025
4. PW 2025-99 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (South Receiving Station – Construction Engineering) – *authorize the Mayor and City Clerk to execute*
5. PW 2025-100 Resolution Approving an Agreement By and Between the United City of Yorkville and the State of Illinois Acting By and Through the Department of Transportation (IL Route 47/US Route 30 – Waterpark Way to Jericho Road) – *authorize the Mayor and City Clerk to execute*

Consent Agenda (cont'd):

6. PW 2025-101 Resolution Approving a Change Order Extending Completion Date (2025 Water Main Replacement) – *authorize the Mayor and City Clerk to execute*
7. PW 2025-103 Resolution Accepting the Dedication of Public Improvements Located Within the Caledonia Phase 3 Subdivision – *authorize the Mayor and City Clerk to execute*
8. PW 2025-104 Resolution Approving the Release of a Performance Guarantee Bond Related to Grande Reserve Unit 12 – *authorize the Mayor and City Clerk to execute*
9. PW 2025-105 Resolution Approving the Release of a Performance Guarantee Bond Related to Grande Reserve Unit 15 – *authorize the Mayor and City Clerk to execute*
10. PW 2025-106 Resolution Approving the Release of a Performance Guarantee Bond Related to Grande Reserve Unit 22 – *authorize the Mayor and City Clerk to execute*
11. PW 2025-107 Ordinance Authorizing the Acquisition of Easements for the Installation of Utilities at the Grande Reserve 28 Subdivision
12. PW 2025-108 Resolution Approving Change Orders (2024 Water Main Replacement – Contract A and Contract B – WIFIA)
13. PW 2025-111 Ordinance Amending the Traffic Schedule and Index (Windett Ridge Road and Fairfax Way)

Mayor's Report:

1. CC 2025-73 2025 Tax Levy Estimate
2. CC 2025-77 Treasurer's Reports for August and September 2025
3. CC 2025-78 Fiscal Year 2025 Annual Treasurer's Report
4. CC 2025-79 Resolution Approving an Agreement with Clariti Cloud USA, Inc.
5. CC 2025-80 Ordinance Authorizing the Third 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 (Special Census)
6. CC 2025-81 Resolution Approving Community Solar Participation
7. CC 2025-82 Resolution Approving Professional Service Agreements Regarding the Special Service Area No. 2004-104 Special Tax Refunding Bonds (Grande Reserve)

Public Works Committee Report:

1. PW 2025-97 Resolution Approving a Preliminary Engineering Services Agreement with BNSF Railway Company for Quiet Zone Evaluation
2. PW 2025-98 Resolution Approving a Bid to Construct a New Water Receiving Station Building and Other Site Improvements (South Receiving Station)
3. PW 2025-102 Resolution Authorizing the Purchase of 3,928 Replacement Water Meters in an Amount Not to Exceed $1,830,389.10
4. PW 2025-109 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Water Audit and Non-Revenue Water Reduction Consultation)

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

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

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

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: November 19, 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		

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: November 18, 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 28, 2025
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PRESENTATIONS:

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1. Recognition of Sergeant Samuel Stroup – 25 Years of Service

2. Fiscal Year 2025 Audit Report

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

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1. Minutes of the Regular City Council – October 14, 2025
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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

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3. PW 2025-96 Water Reports for January 2025 – September 2025

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

☐ Removed _____

☐ Notes _____

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_____

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4. PW 2025-99 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (South Receiving Station – Construction Engineering)

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

☐ Removed _____

☐ Notes _____

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5. PW 2025-100 Resolution Approving an Agreement By and Between the United City of Yorkville and the State of Illinois Acting By and Through the Department of Transportation (IL Route 47/US Route 30 – Waterpark Way to Jericho Road)

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

☐ Removed _____

☐ Notes _____

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6. PW 2025-101 Resolution Approving a Change Order Extending Completion Date (2025 Water Main Replacement)

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

☐ Removed _____

☐ Notes _____

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7. PW 2025-103 Resolution Accepting the Dedication of Public Improvements Located Within the Caledonia Phase 3 Subdivision

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

☐ Removed _____

☐ Notes _____

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8. PW 2025-104 Resolution Approving the Release of a Performance Guarantee Bond Related to Grande Reserve Unit 12

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

☐ Removed _____

☐ Notes _____

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9. PW 2025-105 Resolution Approving the Release of a Performance Guarantee Bond Related to Grande Reserve Unit 15

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

☐ Removed _____

☐ Notes _____

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10. PW 2025-106 Resolution Approving the Release of a Performance Guarantee Bond Related to Grande Reserve Unit 22

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

☐ Removed _____

☐ Notes _____

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11. PW 2025-107 Ordinance Authorizing the Acquisition of Easements for the Installation of Utilities at the Grande Reserve 28 Subdivision

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

☐ Removed _____

☐ Notes _____

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12. PW 2025-108 Resolution Approving Change Orders (2024 Water Main Replacement – Contract A and Contract B – WIFIA)

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

☐ Removed _____

☐ Notes _____

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13. PW 2025-111 Ordinance Amending the Traffic Schedule and Index (Windett Ridge Road and Fairfax Way)

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

☐ Removed _____

☐ Notes _____

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_____

MAYOR'S REPORT:

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1. CC 2025-73 2025 Tax Levy Estimate

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

☐ Removed _____

☐ Notes _____

_____

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2. CC 2025-77 Treasurer's Reports for August and September 2025

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

☐ Removed _____

☐ Notes _____

_____

_____

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3. CC 2025-78 Fiscal Year 2025 Annual Treasurer's Report

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

☐ Removed _____

☐ Notes _____

_____

_____

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4. CC 2025-79 Resolution Approving an Agreement with Clariti Cloud USA, Inc.

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

☐ Removed _____

☐ Notes _____

_____

_____

---

5. CC 2025-80 Ordinance Authorizing the Third 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 (Special Census)

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

☐ Removed _____

☐ Notes _____

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6. CC 2025-81 Resolution Approving Community Solar Participation

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

☐ Removed _____

☐ Notes _____

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7. CC 2025-82 Resolution Approving Professional Service Agreements Regarding the Special Service Area No. 2004-104 Special Tax Refunding Bonds (Grande Reserve)

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

☐ Removed _____

☐ Notes _____

_____

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PUBLIC WORKS COMMITTEE REPORT:

---

1. PW 2025-97 Resolution Approving a Preliminary Engineering Services Agreement with BNSF Railway Company for Quiet Zone Evaluation

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

   ☐ Removed _____

   ☐ Notes _____

---

2. PW 2025-98 Resolution Approving a Bid to Construct a New Water Receiving Station Building and Other Site Improvements (South Receiving Station)

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

   ☐ Removed _____

   ☐ Notes _____

---

3. PW 2025-102 Resolution Authorizing the Purchase of 3,928 Replacement Water Meters in an Amount Not to Exceed $1,830,389.10

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

   ☐ Removed _____

   ☐ Notes _____

---

4. PW 2025-109 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Water Audit and Non-Revenue Water Reduction Consultation)

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

☐ Removed _____

☐ Notes _____

_____

_____

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

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

☐ Removed _____

☐ Notes _____

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2. PZC 2025-08 & EDC 2025-50 Project Cardinal – Pioneer (Data Center)
    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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8. CC 2025-08 Public Works and Parks Department Facility Update

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

☐ Removed _____

☐ Notes _____

---

9. 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

Presentation #1

Tracking Number

Agenda Item Summary Memo

Title: Recognition of Sergeant Samuel Stroup – 25 Years of Service

Meeting and Date: City Council – October 28, 2025

Synopsis: A presentation will take place.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: James Jensen (Name) Chief of Police (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

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

Agenda Item Number

Presentation #2

Tracking Number

Agenda Item Summary Memo

Title: Fiscal Year 2025 Audit Report

Meeting and Date: City Council – October 28, 2025

Synopsis:

Council Action Previously Taken:

Date of Action: Action Taken:

Item Number:

Type of Vote Required:

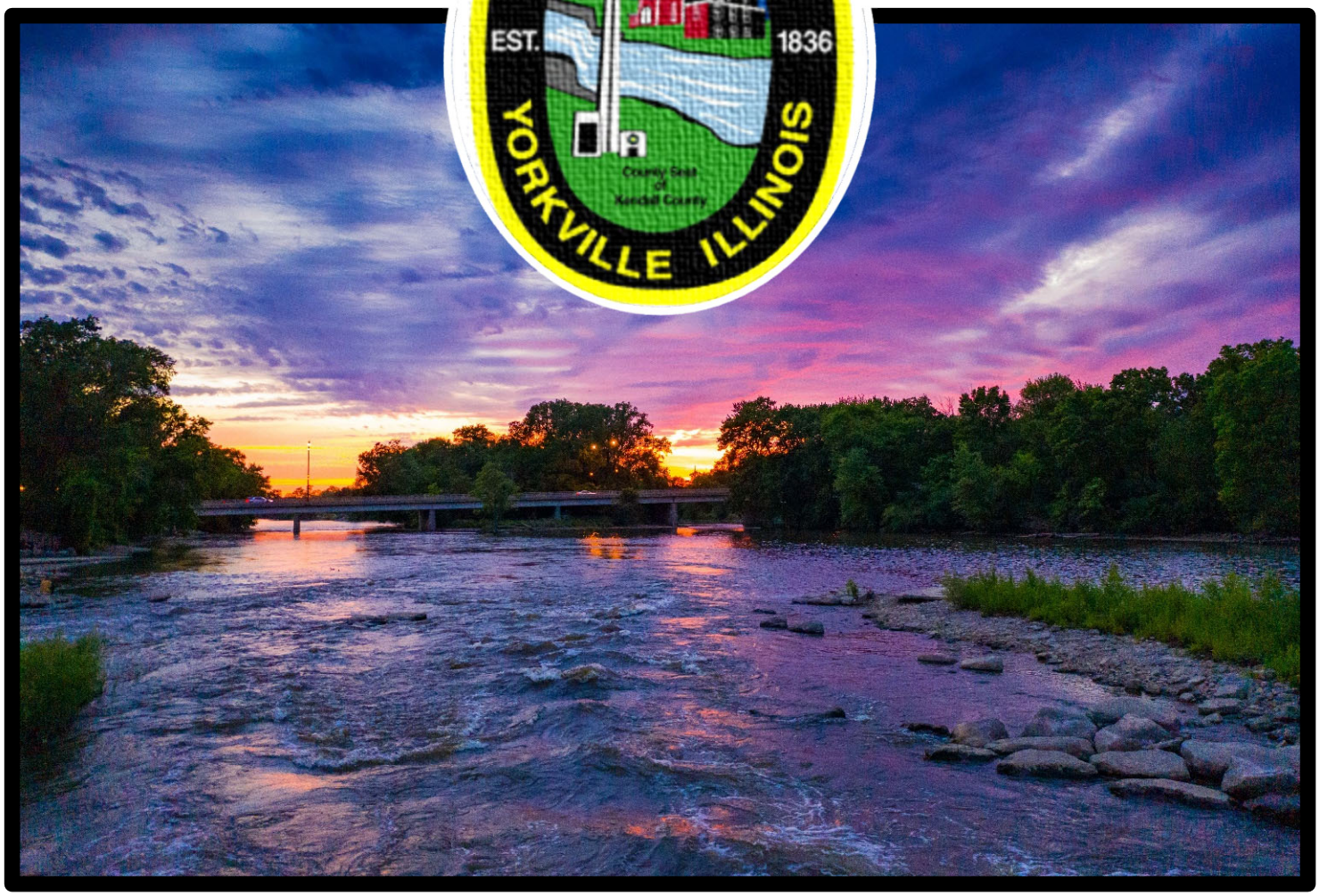
Council Action Requested:

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

Annual Comprehensive Financial Report
Fiscal Year Ended April 30, 2025



UNITED CITY OF YORKVILLE

651 Prairie Pointe Drive
Yorkville, IL 60560
(630)553-4350

www.yorkville.il.us

UNITED CITY OF YORKVILLE,
ILLINOIS

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED
APRIL 30, 2025

Prepared by:

Rob Fredrickson
Director of Finance

UNITED CITY OF YORKVILLE, ILLINOIS

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UNITED CITY OF YORKVILLE, ILLINOIS

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UNITED CITY OF YORKVILLE, ILLINOIS

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INTRODUCTORY SECTION

This section includes miscellaneous data regarding the City including: List of Principal Officials, Organization Chart, Transmittal Letter and the Certificate of Achievement for Excellence in Financial Reporting.

UNITED CITY OF YORKVILLE, ILLINOIS

Principal Officials

Fiscal Year Ended April 30, 2025

EXECUTIVE

Mayor: John Purcell

LEGISLATIVE

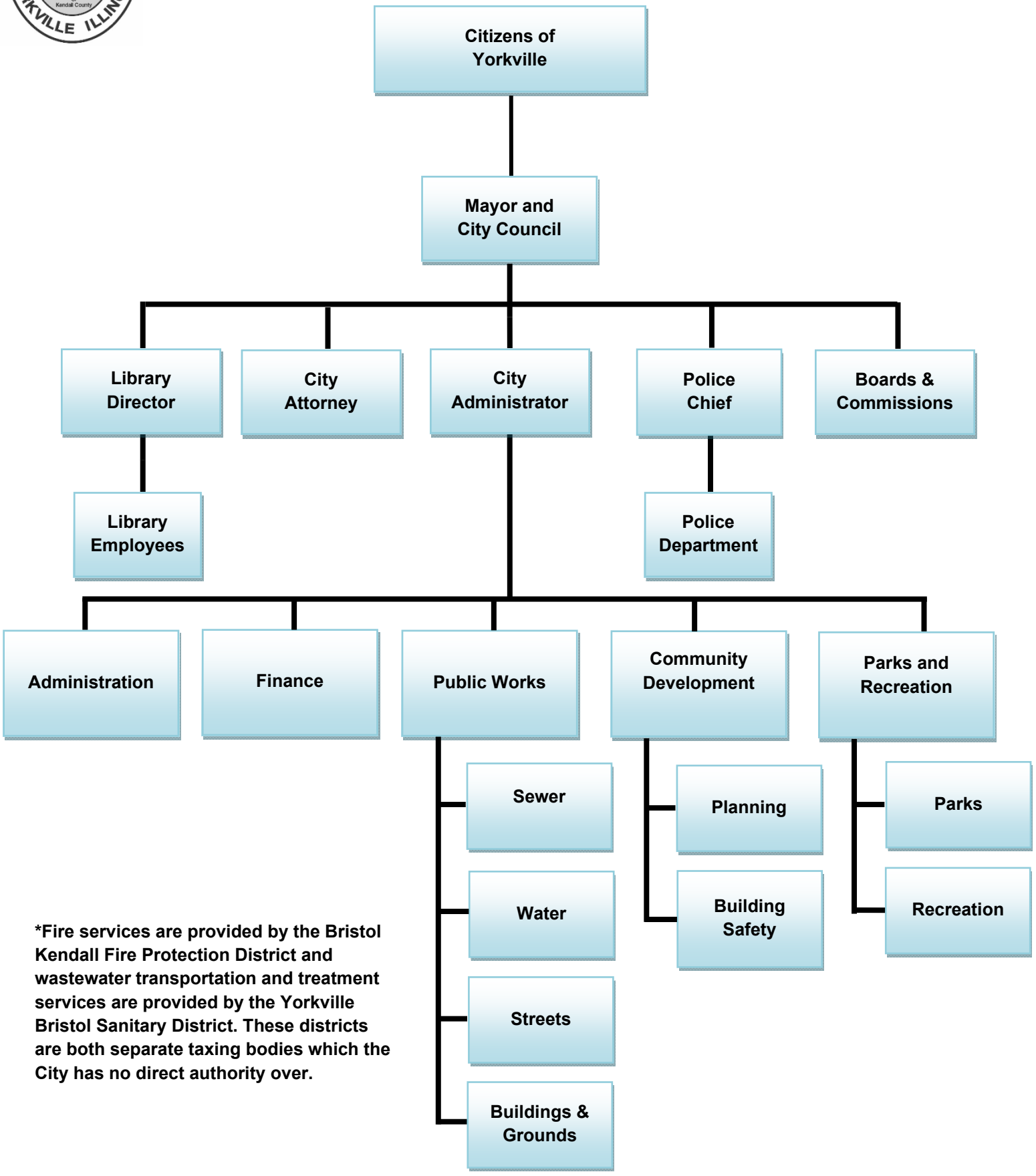
Ward 1:	Dan Transier, Alderman
Ward 1:	Ken Koch, Alderman
Ward 2:	Craig Soling, Alderman
Ward 2:	Arden Joe Plocher, Alderman
Ward 3:	Matt Marek, Alderman
Ward 3:	Chris Funkhouser, Alderman
Ward 4:	Seaver Tarulis, Alderman
Ward 4:	Rusty Corneils, Alderman

ADMINISTRATION

City Administrator:	Bart Olson
Director of Finance/Treasurer:	Rob Fredrickson
Director of Public Works:	Eric Dhuse
Chief of Police:	Jim Jensen
Director of Community Development:	Krysti Barksdale-Noble
Director of Parks & Recreation:	Tim Evans
Library Director:	Shelley Augustine
Assistant City Administrator:	Erin Willrett
City Clerk:	Jori Behland

United City of Yorkville

Fiscal Year 2025 Organization Structure



*Fire services are provided by the Bristol Kendall Fire Protection District and wastewater transportation and treatment services are provided by the Yorkville Bristol Sanitary District. These districts are both separate taxing bodies which the City has no direct authority over.

United City of Yorkville

651 Prairie Pointe Drive
Yorkville, Illinois 60560
Telephone: (630) 553-4350
www.yorkville.il.us

October 8, 2025

To The Honorable John Purcell, Mayor
Members of the City Council
Citizens of Yorkville, Illinois

The Annual Comprehensive Financial Report of the United City of Yorkville, Illinois, for the Fiscal Year ended April 30, 2025, is hereby submitted. The submittal of this report complies with Illinois state law which requires that the City issue a report on its financial position and activity presented in conformance with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards (GAAS) by an independent firm of licensed certified public accountants.

This report consists of management's representations concerning the finances of the City. Consequently, responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with management. We believe the data, as presented, is accurate in all material respects; and is presented in a manner designed to fairly set forth the financial position of the United City of Yorkville. The results of operations as measured by the financial activity of its various funds; and all disclosures necessary to enable the reader to gain a reasonable understanding of the City's financial affairs have been included.

The City's financial statements have been audited by Lauterbach & Amen LLP, a firm of licensed certified public accountants. The goal of the independent audit is to provide reasonable assurance that the financial statements of the United City of Yorkville for the fiscal year ended April 30, 2025, are free of material misstatements. The independent audit involves examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluation of the overall financial statement presentation. The independent auditors concluded, based upon their audit procedures, that there was a reasonable basis for rendering an unmodified ("clean") opinion that the City's financial statements for the fiscal year ended April 30, 2025, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

This report includes all funds of the City (primary government), including the Yorkville Public Library and Parks and Recreation Department, and its pension trust fund, the Yorkville Police Pension Fund. The Police Pension was determined to be a pension trust fund due to its fiduciary and fiscal relationship with the City, as its singular purpose is to provide retirement benefits to the City's sworn police officers. The City does not have any other reporting units that would qualify as a discretely presented component unit in the separate column of the government-wide financial statements.

Generally accepted accounting principles require that management provide a narrative introduction, overview and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This transmittal letter is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.

Profile of the United City of Yorkville

Yorkville was first settled in 1833 and has been the county seat of Kendall County since 1859. The Village of Yorkville was incorporated in 1874, with a population of approximately 500 people. At that time, the Village of Yorkville only encompassed land on the south side of the Fox River; another village, called Bristol, was located directly across from Yorkville on the north side of the river. In 1957 the two villages merged, via referendum, to form the United City of Yorkville. The City, a non-home rule community as defined by the Illinois Constitution, covers approximately 22 square miles with a 2020 census population of 21,533 residents. The City is located in central Kendall County, about 45 miles southwest of Chicago, Illinois. The City is primarily agricultural and residential in nature, with housing stock consisting of approximately 8,492 single family (includes townhomes, condominiums and duplexes) dwelling units.

The City operates under a Mayor/Council form of government, as defined in Illinois State Statutes. The legislative authority of the City is vested in an eight-member council, each elected from their respective wards to overlapping four-year terms. The Mayor is elected at large to a four-year term. The Mayor appoints, with Council consent, a City Administrator to manage the day-to-day operations of the City.

The City provides a full range of municipal services with 102 full-time, and 90 part-time employees working in public safety, public works (including water distribution and sewer services), community development, building and zoning, parks and recreation, library services and general administration. The City maintains approximately 125 lane miles of streets, 251 acres of green space and 155 acres of natural and wooded areas at 47 locations. Solid waste collection and recycling services are administered by the City through a contract with a private firm. Sewage treatment and fire protection services are provided by the Yorkville Bristol Sanitary District and the Bristol Kendall Fire Protection District; both of which are independent units of government. The Yorkville Public Library is operated under an appointed board, which is separate from the City Council. Library Board positions are appointed by the Mayor and expire on a rotating basis. Library operations are administered by the Library Board; however, the City is required by state statute to include within its property tax levy and budget, the Library's requests. The Library does not have authority to issue debt and must do so through the City.

Accounting System and Budgetary Control

Management of the United City of Yorkville is responsible for establishing and maintaining an internal control structure. The internal control structure is designed to ensure that the assets of the City are protected from loss, theft or misuse and to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles. This structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

In addition, the United City of Yorkville maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the City's governing body. Activities of the general fund, special revenue funds, capital project funds, debt service funds and enterprise funds are included in the annual appropriated budget. The level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount) is established at the fund level for all budgeted funds. The budget process begins in the fall when department heads begin to prepare line-item budgets for their respective departments for the upcoming fiscal year, before submitting them to the City Administrator and Finance Director. Throughout the fall and winter, the proposed budgets from each department are discussed and revisions are made based on the projected financial outlook and priorities of the City. A draft budget is then prepared and presented to City Council in February or March. A public hearing is required to be held on the budget prior to formal adoption by City Council. The annual budget must be adopted before May 1st, which is the beginning of the City's fiscal year.

Local Economy

The City of Yorkville continues to demonstrate sustained economic vitality, supported by a diverse base of industrial, commercial, and retail enterprises. Major employers and prominent businesses within the community include the Mars Wrigley, Boombah, Inc., BrightFarms, Newlywed Foods, Jewel-Osco, Target, Kohl's, Home Depot, and Menards. The City is also home to Raging Waves, the largest water park in Illinois, which serves as a significant regional attraction contributing to local tourism and economic activity. City administration, working in coordination with the City's economic development consultant, continues to pursue strategic initiatives designed to attract, retain and expand both commercial and industrial enterprises. These ongoing efforts are focused on fostering a balanced and resilient local economy that supports job creation, enhances the City's tax base, and maintains a high quality of life for residents and businesses alike.

Fiscal Year 2025 represented a period of robust commercial development and notable private investment within the community. Yorkville's expanding restaurant and retail sectors reflect the City's continued attractiveness to new enterprises. Notable additions to the dining sector included iBoba "The Bubble Tea Shop," Tropical Smoothie Café, and Yolkville Café, with Nothing Bundt Cakes anticipated to open in September 2025. The City's downtown area also experienced renewed investment through the establishment of several service-oriented businesses, including ACE Taekwondo, The District Salon Suites and Blank Sl8 Events. These businesses have contributed to increased pedestrian activity, strengthened the local small business environment, and supported the City's broader downtown revitalization objectives. Additionally, the current fiscal year saw the opening and expansion of businesses focused on accessibility and community well-being. The Association for Individual Development (AID) relocated to a larger facility within Yorkville, expanding its capacity to provide essential services, including child and adolescent programs. Purple Lotus Solutions commenced operations to offer comprehensive mental health services, while We Rock the Spectrum Kids Gym opened a dedicated facility designed for children of all abilities, with particular accommodations for sensory processing needs. Collectively, these developments demonstrate the City's ongoing commitment to inclusivity and the diversification of community-based services. A landmark private investment currently underway is the construction of a Costco Wholesale Warehouse located on a 33-acre site along Route 34. Upon completion, the project will include a 161,000+ square-foot facility, one of the largest fuel centers within the company's network and is expected to create over 300 new jobs. Costco's opening, scheduled for mid-November 2025, is projected to significantly enhance the City's retail profile and generate long-term economic benefits through increased employment and local revenue generation. Other major developments include continued improvements at Raging Waves Waterpark to enhance guest experience and facility operations, and the ongoing construction of a QuikTrip gas station and convenience store at the intersection of Routes 47 and 71, scheduled for completion in November 2025. In addition, construction commenced on Fox Hill Senior Living, a 45-unit luxury apartment community for residents aged 55 and older, offering high-quality housing options that address the growing needs of the City's senior population.

On the residential development side, from May 1, 2023 through September 23, 2025, the City issued a total of 688 residential building permits, reflecting continued strong housing demand and developer confidence in the Yorkville market. The majority of this activity occurred within the large master-planned communities of Grande Reserve, Bristol Bay and Caledonia, where national homebuilders including Ryan Homes, D.R. Horton and Lennar Homes remained active in single-family construction. Substantial townhouse construction was also observed within Kendall Marketplace and Bristol Bay, led by Abby Properties and Moda Homes, further diversifying the City's housing inventory. A permit was issued in April 2025 for the Fox Hill Senior Apartments, a 48-unit multi-family development by Northpointe Development, which is now nearing completion. Local and regional builders—including Rally Homes, Meadowbrook Builders, RMT Properties, and Marker Inc.—also contributed to single-family home construction in subdivisions such as Timber Ridge, Heartland Meadows, and through various infill lots throughout the community. Permit valuations ranged from approximately $105,000 to $150,000 for townhome units to over $600,000 for larger custom-built residences, demonstrating a broad range of housing product and investment levels.

Overall, Yorkville's residential construction activity reflects a healthy balance between large-scale development by national homebuilders and smaller-scale custom and semi-custom projects. This combination contributes to the City's

diverse housing stock, supports continued population growth, and reinforces Yorkville's position as a desirable and sustainable community for both residents and businesses.

Major Initiatives

In fiscal year 2025 the City continued to pursue several major initiatives, including:

- **Road to Better Roads (RTBR) Program and Other Capital Projects** – During fiscal year 2025, the City continued to implement a broad range of capital improvement initiatives addressing roadway, utility and community infrastructure needs. Under the City's ongoing "Road to Better Roads" program, approximately $1.37 million was expended for pavement milling and overlay improvements across various local streets. In addition, the City initiated the first phase of a four-year Supplemental Roadway Program targeting residential subdivisions with streets nearing the end of their useful life. Phase I focused on improvements within the Blackberry Creek, Cannonball Estates, Kylyn's Ridge and Heartland subdivisions, with construction expenditures totaling approximately $3.73 million. Complementary investments were made in the City's utility systems, as emergency repairs were completed on Well No. 9 and water main improvements associated with the 2024 replacement program were finalized. In conjunction with these efforts, the City also completed approximately $165,000 in sidewalk replacements, improving pedestrian accessibility and connectivity within affected neighborhoods. Preliminary engineering was also completed for both the 2025 roadway (including supplemental projects) and water main replacement programs, positioning these projects for timely execution in the upcoming construction season. The City also advanced its long-term water supply initiatives, as construction progressed on Well No. 10 and its associated transmission main, which are expected to provide interim capacity in advance of the City's future transition to Lake Michigan water. Beyond transportation and utilities, the City also enhanced community amenities through the development of a new inclusive playground at Rotary Park, expanding recreational opportunities for residents of all ages and abilities. In addition, the City continued its ongoing fleet modernization efforts with the acquisition of three police SUV squads, six dump trucks and two full-size pickup trucks for the Parks Department.

- **City Water Source Transition** – This multi-year initiative represents one of the most significant infrastructure undertakings in the City's history, as Yorkville transitions from reliance on local deep-water aquifers to securing a long-term, sustainable water supply from Lake Michigan through membership in the DuPage Water Commission (DWC). This strategic shift is designed to ensure both reliability and capacity to meet the community's future growth and environmental demands, while safeguarding residents against the limitations and declining quality of the existing aquifer system. The DWC water transmission main project, which forms the backbone of the regional effort, is estimated at just over $400 million. This large-scale investment is being pursued in partnership with the Village of Oswego and the Village of Montgomery, with Yorkville's proportional share projected at approximately $163.2 million. In addition to this shared regional infrastructure, the City is responsible for several Yorkville-specific capital projects required to integrate with the DWC system. These include approximately $22.8 million in water main replacements to upgrade and modernize the distribution system, $11.0 million for the construction of a new elevated water storage tank, $23.7 million for the development of two new receiving stations and an associated standpipe, and $1.5 million to support the phased decommissioning of the City's existing water treatment plants. Funding for the initiative includes low-interest loans through the Illinois Environmental Protection Agency (IEPA), proceeds from municipal bond issuances and pending federal financing through the Water Infrastructure Finance and Innovation Act (WIFIA) loan program. Administered by the U.S. Environmental Protection Agency, WIFIA offers highly favorable terms by financing up to 80% of eligible project costs, with an interest rate pegged to the U.S. Treasury rate and a repayment horizon of up to 35 years, beginning upon substantial project completion. At the close of the current fiscal year, the City has completed approximately $6.2 million in engineering services related to the DWC transmission main, in addition to $4.6 million in engineering and preparatory work tied to Yorkville's internal infrastructure improvements, standpipe and receiving stations.

- **New Public Works and Parks Facility** – In August 2022, the City finalized the acquisition of a 12-acre vacant parcel located on the north side of town within the Yorkville Business Center. The site, purchased for $1.355 million, was designated as the future home of a consolidated Public Works and Parks facility. Since that time, the project has advanced steadily. Throughout the current fiscal year, architectural design and engineering work continued to refine the scope and layout of the new facility. In March 2025, the City Council approved a $29.9 million construction contract, funded with proceeds from the 2025B bond issuance completed in February 2025. Construction activity commenced shortly thereafter, with exterior work expected to reach substantial completion by fall 2025. This timeline will allow interior construction and build-out to proceed over the winter months, keeping the project on track for an anticipated final completion in the summer of 2026.

- **Illinois Law Enforcement Accreditation Program Award** – The Yorkville Police Department has earned Tier II accreditation through the Illinois Law Enforcement Accreditation Program (ILEAP), having successfully completed all required phases of the process. This designation affirms the Department's adherence to recognized state and national standards of excellence in law enforcement operations. The accreditation underscores the Department's commitment to professionalism, accountability, and the consistent delivery of high-quality police services. It also reflects the City's broader dedication to public safety and highlights the strong collaboration between municipal leadership and law enforcement in fostering community trust and enhancing quality of life.

Long-Term Financial Planning

Management annually develops five-year financial forecasts for all budgeted funds. These forecasts serve as the basis for identifying not only future capital needs, but future operational and personnel requirements as well. Revenue and expenditure trends will be evaluated and prioritized based on the goals set forth by the City Council. It is the intent of management that this five-year financial forecast will serve as the foundation for each year's corresponding budget document.

Relevant Financial Policies

In order to ensure that the City continues to meet its immediate and long-term service goals, several financial policies and procedures have been implemented by management. Some of the more prescient policies include the following:

- Issue an Annual Comprehensive Financial Report within 180 days of the end of each fiscal year that complies with generally accepted accounting principles.

- Monthly revenue, expenditure and cash balance reporting for all funds. These financial reports ensure that the City Council is made aware of any variances from the appropriated budget. In addition, the City's budget document continues to be revised in order to enhance transparency.

- Maintain the "Information for Citizens" webpage on the City's website, which contains a wide array of financial information including budget and audit information; annual treasurer's reports; bill lists; employee salary and benefit information; tax rates and fees; and other nonfinancial information.

- A fund balance policy establishing benchmark reserve levels to be maintained in the City's various funds, in order to promote financial stability and provide adequate cash flow for operations.

- A pension funding policy which defines the manner in which the City funds the long-term cost of benefits promised to plan participants and defines the calculation of the actuarial determined contribution (ADC) to the Yorkville Police Pension and Illinois Municipal Retirement Funds.

- An investment policy which invests public funds in a manner which protects principal, maximizes return for a given level of risk and meets the daily cash flow needs of the City.

- A capital asset policy which establishes the capitalization thresholds and estimated useful lives of capital assets.

- A post issuance compliance policy to ensure that City remains in compliance with federal tax laws after the issuance of tax-exempt debt.

- A credit card policy for all City related credit card purchases. All City employees are required to sign a credit card policy acknowledgement form prior to receiving a City issued credit card.

Pension Trust Funds and Post-Employment Benefits

Two pension plans are established by State Statute, which cover City employees. The benefits and funding of each plan are determined by state statute, and each plan provides retirement, disability and death benefits for participants. The Police Pension Fund is funded through an annual property tax levy, employee contributions and investment earnings. The Illinois Municipal Retirement Fund (IMRF) pension plan covers civilian full-time employees. Funding for IMRF is made through contributions from the employer (actuarially determined annually by IMRF) and employees of the City (established at 4.5% of total compensation). Employees covered under both pension plans also contribute to Social Security (6.2% of salary capped annually) and Medicare (1.45% of total compensation). The City also provides post-retirement health care benefits for retirees and their dependents, which is financed on a pay-as-you-go basis, with retirees paying 100% of their health care premiums. The notes to the financial statement provide more information pertaining to employee pensions and post-retirement health care benefits.

Awards and Acknowledgments

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the United City of Yorkville for its annual comprehensive financial report for the fiscal year ended April 30, 2024. This was the 14th year that the City has received this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive financial report. The report must also satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe that our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of the annual comprehensive financial report would not have been possible without the dedicated services of the City department heads and staff. The entire finance department staff is extended a special appreciation for all of their assistance in the completion of the annual audit.

Additionally, we would like to acknowledge the Mayor and City Council for their leadership and support in planning and conducting the financial operations of the City, which has made preparation of this report possible.

Respectfully submitted,

Bart Olson
City Administrator

Rob Fredrickson, CPA
Director of Finance

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

United City of Yorkville
Illinois

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

April 30, 2024

Christopher P. Morrill

Executive Director/CEO

INDEPENDENT AUDITOR'S REPORTS

This section includes the opinions of the City's independent auditing firm.

Lauterbach & Amen
668 N. River Road
Naperville, IL 60563
630.393.1483
lauterbachamen.com

INDEPENDENT AUDITOR'S REPORT

October 8, 2025

The Honorable City Mayor
Members of the City Council
United City of Yorkville, Illinois

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the United City of Yorkville, Illinois, as of and for the year ended April 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the United City of Yorkville, Illinois, as of April 30, 2025, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison schedules, and supplementary pension and other post-employment benefit (OPEB) schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the United City of Yorkville, Illinois' basic financial statements. The other supplementary information and supplemental schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the other supplementary information and supplemental schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the United City of Yorkville ("City"), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended April 30, 2025. Since the Management's Discussion and Analysis ("MD&A") is designed to focus on the current year's activities, resulting changes and currently known facts, it should be read in conjunction with the Letter of Transmittal, which can be found in the introductory section of this report, and the City's financial statements, which can be found in the basic financial statements section of this report.

Financial Highlights

- The assets/deferred outflows of the United City of Yorkville exceeded its liabilities/deferred inflows at the close of the fiscal year by $205,530,616 (*net position*). Of this amount, $172,655,580 was invested in capital assets, net of related debt; $1,975,781 was restricted for specific activities such as highways and streets, special service areas, tax increment financing districts and library operations. Remaining net position, totaling $30,899,255, was unrestricted.
- The City's aggregate net position increased by $6,884,775 or 3.5% during the fiscal year ended April 30, 2025. Of this increase, $3,769,711 is attributable to governmental activities and $3,115,064 is attributable to business-type activities.
- Total revenues increased by 0.6% from $52,094,348 to $52,428,407. Overall expenses totaled $45,543,632, which is an increase of 21.1% over the preceding fiscal year.
- At the culmination of the current fiscal year, the City's governmental funds reported combined fund balances of $55,648,078, compared to $20,722,178 as reported on April 30, 2024.
- For the fiscal year ended April 30, 2025, the City's General Fund reported an increase in fund balance of $1,060,825. Total ending fund balance in the General Fund was $12,378,336.
- Both the City's Water and Sewer Funds reported positive changes in net position during the current fiscal year, reporting ending balances of $44,550,230 and $46,814,225, respectively.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. The governmental-wide statements are divided between governmental activities and business-type activities. The perspective of the fund financial statements presents financial information for individual funds established by the City for specific purposes. They are categorized into three distinct groups: governmental, proprietary and fiduciary. This report also contains other supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. The Statement of Net Position presents information on all of the City's assets/deferred outflows and liabilities/deferred inflows, with the difference between the two reported as net position. Over time increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government (legislative, administration and finance), public safety (police), community development, public works (street operations, health and sanitation) and parks and recreation. Property taxes, shared state taxes and local utility taxes finance the majority of these services. Business-type activities reflect private sector type operations, where the fee for service typically covers all or most of the cost of operations, including depreciation. The business-type activities of the City include water and sewer operations.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the United City of Yorkville can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the Governmental Fund Balance Sheet and the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains twelve individual governmental funds. Information is presented separately in the Governmental Fund Balance Sheet and in the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances for the General Fund, Library Fund, Parks and Recreation Fund, Citywide Capital Fund and Buildings and Grounds Fund, all of which are considered to be major funds. Information from the City's other seven governmental funds are combined into a single column presentation. Individual fund information for these non-major governmental funds is provided elsewhere in the report.

The United City of Yorkville adopts annual budgets for its General Fund, Library Fund, Parks and Recreation Fund, Citywide Capital Fund and Buildings and Grounds Fund. A budgetary comparison schedule has been provided for all five funds to demonstrate compliance with this budget.

Proprietary Funds

The City maintains one type of proprietary fund (enterprise funds). Enterprise funds are used to report on the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its water and sewer operations.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Water Fund (major fund) and the Sewer Fund (major fund).

Fiduciary Funds
Fiduciary funds are used to account for resources held for the benefit of parties outside the City. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's operations. The City maintains one fiduciary trust fund, the Police Pension Fund. The accounting used for fiduciary funds is similar to that used by proprietary funds.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the information provided in the government-wide and fund financial statements.

Other Information

In addition to the basic financial statements, this report also includes certain required supplementary information related to budgetary information and the City's progress in funding its obligation to provide pension and other post-employment benefits to its employees. Required non-major fund information can be found following the required supplementary information.

The combing statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information on pensions.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Statement of Net Position

The following chart reflects the condensed Statement of Net Position (in millions):

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2025	**2024**	**2025**	**2024**	**2025**	**2024**
Assets:						
Current Assets	$ 72.1	$ 36.9	$ 33.7	$ 16.0	$ 105.8	$ 52.9
Capital Assets	126.2	117.4	94.2	82.4	220.4	199.8
Other Assets	-	-	11.1	11.1	11.1	11.1
Total Assets	198.3	154.3	139.0	109.5	337.3	263.8
Deferred Outflows	2.4	3.1	2.9	2.9	5.3	6.0
Total Assets/Deferred Outflows	**$ 200.7**	**$ 157.4**	**$ 141.9**	**$ 112.4**	**$ 342.6**	**$ 269.8**
Liabilities:						
Current Liabilities	12.9	11.1	6.3	3.9	19.2	15.0
Long-term Liabilities	65.9	27.2	42.9	18.9	108.8	46.1
Total Liabilities	78.7	38.3	49.2	22.8	128.0	61.1
Deferred Inflows	7.8	8.7	1.3	1.4	9.1	10.0
Total Liabilities/Deferred Inflows	**$ 86.5**	**$ 47.0**	**$ 50.5**	**$ 24.2**	**$ 137.0**	**$ 71.1**
Net Position:						
Net Investment in Capital Assets	103.6	103.0	69.1	73.8	172.7	176.9
Restricted	2.0	1.8	-	6.4	2.0	8.2
Unrestricted	8.6	5.5	22.3	8.1	30.9	13.6
Total Net Position	**$ 114.2**	**$ 110.4**	**$ 91.4**	**$ 88.2**	**$ 205.5**	**$ 198.6**

The City's combined net position increased by $6.9 million, rising from $198.6 million to $205.5 million during the fiscal year ended April 30, 2025. This overall improvement reflects a $3.8 million increase in the net position of governmental activities and a $3.1 million increase in the net position of business-type activities. The year's results demonstrate the City's continued commitment to responsible financial management, strategic use of bond financing and investment in long-term capital infrastructure.

The increase in the net position of governmental activities was primarily driven by a combined $44.0 million rise in current and capital assets. Current assets expanded by approximately $35.2 million, due largely to the receipt of proceeds from the City's 2025B Alternate Revenue Source General Obligation Bonds. Capital assets increased by $8.8 million, reflecting the capitalization of the newly renovated City Hall and Police Station facility, the addition of developer-contributed infrastructure and the completion of roadway improvements under the 2024 Road Program. Current liabilities grew by $1.8 million, primarily as a result of higher accounts payable balances associated with increased capital activity, as well as greater accrued interest and current portions of long-term debt related to the 2025B bond issuance. Long-term liabilities increased by $38.7 million, corresponding to the 2025B bond issuance that will finance the construction of the new Public Works and Parks facility. Pension-related obligations experienced modest fluctuations during the year. The Illinois Municipal Retirement Fund (IMRF) net pension liability increased by $0.7 million, as actuarial liabilities grew faster than plan assets. In contrast, the Yorkville Police Pension Fund liability decreased slightly, by approximately $0.3 million, due to favorable investment performance and contributions that outpaced the growth in actuarial obligations.

The net position of business-type activities increased by $3.1 million, from $88.2 million to $91.4 million. This increase was primarily driven by growth in both current and capital assets. Current assets rose by $17.7 million, largely due to the receipt of 2025A bond proceeds and the prepayment of engineering fees to the DuPage Water Commission (DWC) for the planned construction of a regional water transmission main. Capital assets increased by $11.8 million, reflecting both developer-donated water and sewer infrastructure and the City's continued investment in water system improvements supporting its future transition to Lake Michigan as its primary water source. Long-term liabilities increased by $24.0 million, corresponding to the issuance of the 2025A bonds, which will finance critical components of the City's long-term water infrastructure program.

The largest portion of the City's total net position, $172.7 million (84.0%), represents its investment in capital assets, including land, buildings, infrastructure, vehicles and equipment, net of related debt outstanding. These capital assets are utilized to provide essential public services and are therefore not available for future spending. Although this investment is reported net of related debt, it is important to note that repayment of this debt will require resources from other revenue sources, as the capital assets themselves cannot be used to liquidate these obligations. The net investment in capital assets decreased by $4.2 million during the current fiscal year, as the overall growth in capital assets was offset by unspent bond proceeds from the recently issued 2025A and 2025B bonds.

The final component of the City's net position (1.0%) represents resources that are subject to external restrictions on how they may be used. As of April 30, 2025, restricted net position was comprised as follows: 64.2% for prospective library operations; 20.4% for upcoming road maintenance and improvement projects relating to the City's motor fuel tax (MFT) program; and 11.2% and 4.2% was restricted for tax increment financing and special service area use, respectively. Overall, restricted net position decreased by $6.2 million in fiscal year 2025, reflecting the planned spend down of approximately $6.4 million in remaining 2023A bond proceeds that had been designated for water-related capital improvement projects during the year.

At the end of fiscal year 2025, the City reported positive balances across all three categories of net position—net investment in capital assets, restricted, and unrestricted—for both governmental and business-type activities. The unrestricted net position for governmental activities totaled $8.6 million, representing an increase of approximately $3.1 million from the prior fiscal year. This increase was primarily attributable to timing differences between bond issuance, related project spending and the corresponding debt service obligations associated with the 2025B bonds. The unrestricted net position for business-type activities increased by $14.2 million, reflecting the accumulation of resources and capital progress associated with the Lake Michigan Water Sourcing Project.

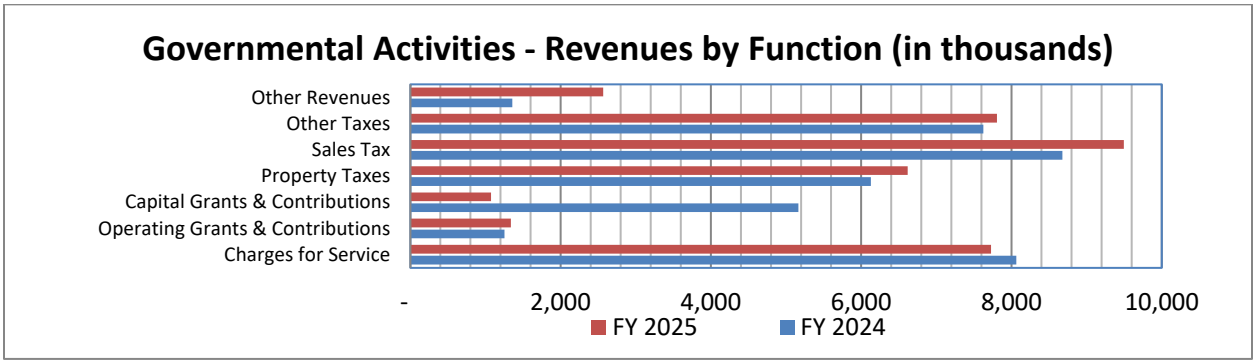
Activities

The following table reflects the revenue and expenses of the City's governmental and business-type activities (in millions).

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2025	**2024**	**2025**	**2024**	**2025**	**2024**
Revenues						
Program Revenues:						
Charges for Services	$ 7.7	$ 8.1	$ 9.5	$ 9.0	$ 17.2	$ 17.1
Operating Grants & Contributions	1.3	1.3	0.0	0.3	1.4	1.6
Capital Grants & Contributions	1.1	5.2	4.3	2.8	5.4	8.0
General Revenues:						
Property Taxes	6.6	6.1	-	-	6.6	6.1
Other Taxes	17.3	16.3	0.8	0.2	18.1	16.5
Other Revenue	2.6	1.4	1.2	1.4	3.8	2.7
Total Revenues	**$ 36.7**	**$ 38.3**	**$ 15.8**	**$ 13.8**	**$ 52.4**	**$ 52.1**
Expenses						
General Government	7.4	5.9	-	-	7.4	5.9
Library	1.1	1.2	-	-	1.1	1.2
Parks & Recreation	4.0	3.6	-	-	4.0	3.6
Public Safety	7.1	6.1	-	-	7.1	6.1
Community Development	1.3	1.3	-	-	1.3	1.3
Public Works	10.0	10.7	-	-	10.0	10.7
Interest Long-Term Debt	0.8	0.4	-	-	0.8	0.4
Water	-	-	12.1	6.8	12.1	6.8
Sewer	-	-	1.7	1.6	1.7	1.6
Total Expenses	**$ 31.7**	**$ 29.2**	**$ 13.9**	**$ 8.4**	**$ 45.6**	**$ 37.6**
Excess(Deficiency) before Transfers	$ 5.0	$ 9.0	$ 1.9	$ 5.5	$ 6.9	$ 14.5
Transfers	(1.2)	(1.2)	1.2	1.2	-	-
Change in Net Position	**$ 3.8**	**$ 7.9**	**$ 3.1**	**$ 6.6**	**$ 6.9**	**$ 14.5**
Net Position, Beginning	**$ 110.4**	**$ 102.5**	**$ 88.2**	**$ 81.6**	**$ 198.6**	**$ 184.1**
Net Position, Ending	**$ 114.2**	**$ 110.4**	**$ 91.4**	**$ 88.2**	**$ 205.5**	**$ 198.6**

Governmental Activities

Revenues

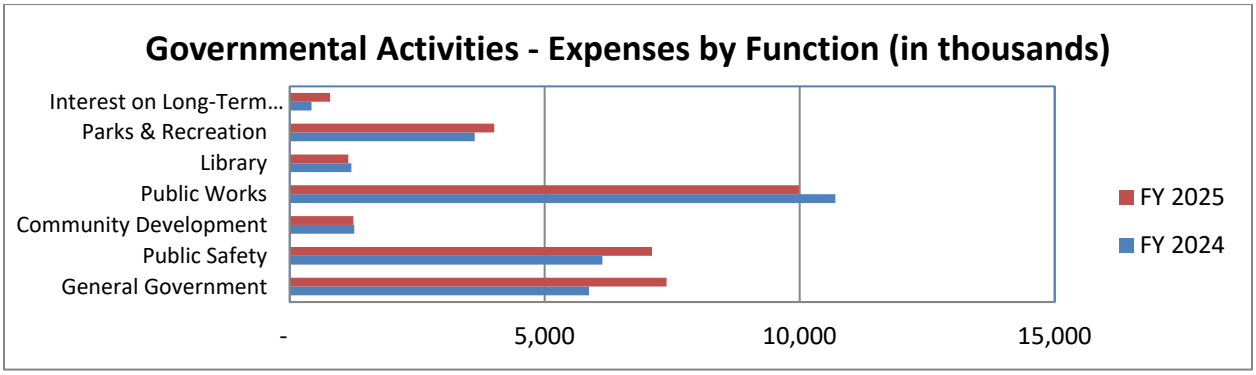


Total governmental activities revenues for the fiscal year ended April 30, 2025, amounted to $36,633,230, representing a 4.3% decrease from the prior year's total of $38,275,906. The decrease is primarily attributable to the timing of capital grant and contribution revenues, as discussed below, which offset continued growth in the City's recurring revenue sources such as property and sales taxes. Property taxes totaled $6.6 million, accounting for 18.1% of total governmental activities revenue. These revenues provide essential support for core governmental services, including public safety, library operations and pension funding. In fiscal year 2025, the City contributed $1,386,285 to the Yorkville Police Pension Fund, fully satisfying the actuarially determined contribution in accordance with the City's pension funding policy. Overall property tax collections grew 8.0% year over year, reflecting both incremental growth within the City's tax base and a notable 35.4% increase in incremental property tax revenues from the City's three tax increment financing (TIF) districts, which rose by $174,598. The Library's operational levy increased by $103,537, supporting expanded service needs. While the City modestly increased its overall levy, the increase was limited to the incremental growth generated solely from new construction, resulting in additional proceeds of approximately $170,000, which were used to offset the increased employer contribution to the Pension Fund and to finance activities related to police department operations.

Sales tax receipts reached $9.5 million in fiscal year 2025, marking a 9.4% increase over the prior year. This robust growth reflected both the City's ongoing local economic expansion and a statewide change to sales and use tax sourcing rules effective January 1, 2025. The new law requires most out-of-state retailers to apply destination-based tax rates tied to the buyer's delivery address rather than a flat statewide rate, ensuring local governments receive their share of tax revenue and aligning treatment between in-state and remote sellers. The "Other Taxes" category, which includes state income, excise, utility, business district, video gaming, local use, admissions and amusement taxes, grew 2.4% during the fiscal year. Within this category, state income tax revenues increased by 6.7%, while electric and natural gas utility tax revenues rose by 5.0%. These gains partially offset a 24.7% reduction in local use tax collections, which resulted from the previously noted change in state sourcing rules.

Charges for services declined by $336,462 (-4.2%) in fiscal year 2025, primarily due to a reduction in permit revenues compared to the prior year. The "Other Revenues" classification, consisting largely of reimbursements related to capital projects and interest earnings, experienced a significant increase of $1.2 million (+89.1%). This growth was primarily driven by one-time project reimbursements associated with roadway improvements. Interest income also rose 6.8%, reaching $987,716, supported by the investment of bond proceeds received late in the fiscal year and the City's continued proactive cash and investment management practices. Capital grants and contributions declined by approximately $4.1 million compared to the prior fiscal year, serving as the principal factor behind the overall reduction in revenues for governmental activities. This decrease reflects the timing of developer-contributed infrastructure, as the City recognized $4.9 million in such contributions during fiscal year 2024, but only $0.6 million in fiscal year 2025. Conversely, operating grants and contributions increased modestly by $85,088 (+6.8%), reflecting higher grant revenues for police training, streetlight maintenance and motor fuel tax allocations.

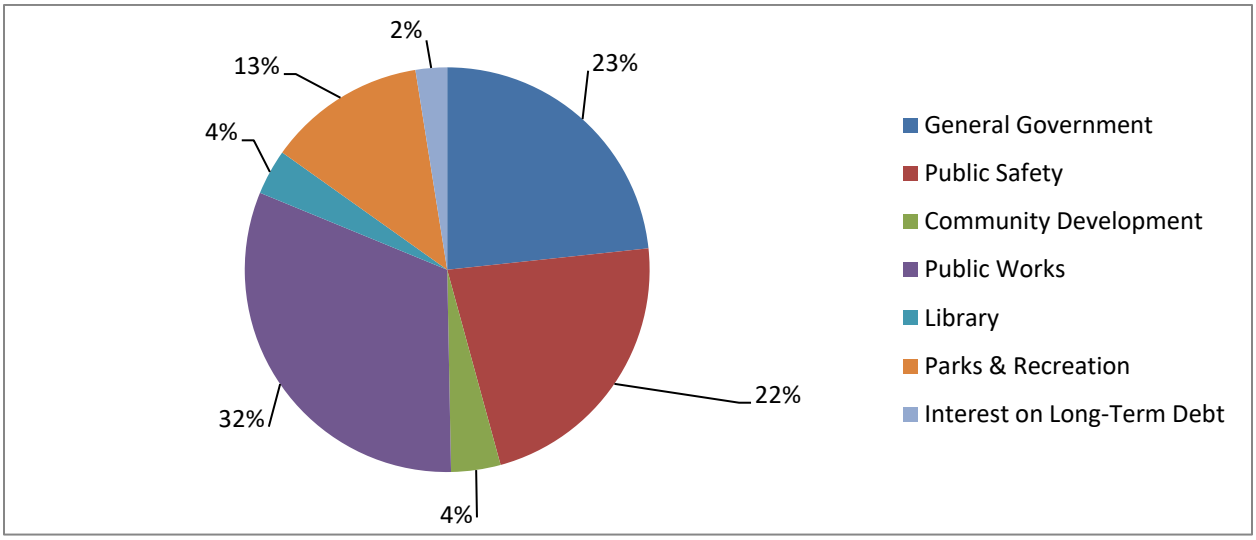
Expenses



The total expenses for governmental activities at the close of fiscal year 2025 amounted to $31,690,389, representing a 8.4% increase from the previous year. The General Government (including Community Development) and Public Works functions constituted the largest share of governmental activities expenses, collectively comprising 58.8% of the overall total. Other significant functional areas included Public Safety and Parks and Recreation, which accounted for 22.4% and 12.7% of total governmental activities expenses, respectively.

Public Works expenses totaled approximately $10.0 million for fiscal year 2025, representing a 6.7% decrease from the prior year's $10.7 million, primarily due to the absence of one-time property disposal costs recognized during the previous fiscal year. Public Safety expenses increased by 15.8%, rising from $6.1 million to $7.1 million, due to the hiring of an additional officer, contractual salary adjustments, enhanced depreciation expense and increased chargebacks for capital replacements. General Government expenses rose by 25.9%, reflecting the combined impact of augmented pension and OPEB costs, the addition of a new Economic Development Coordinator position, and increased costs related to tax rebate agreements, engineering services and information technology services. Community Development expenses decreased slightly by 1.1%, despite the addition of a new Planner position near the end of the fiscal year. This modest reduction primarily reflects lower expenditures for outsourced building inspection services and the conclusion of a multi-year initiative to scan and digitize the City's planning, engineering and building records. Parks and Recreation expenses rose by 10.5%, attributable to the filling of two previously vacant maintenance positions, expansion of recreation program offerings and increased investment in vehicles and equipment chargebacks. Interest on long-term debt increased by 85.2%, resulting from interest accruals tied to the issuance of the City's 2025B Alternate Revenue Source General Obligation Bonds.

The following pie chart shows the breakdown of governmental activities expenses by function.



Business-Type Activities

Business-type activities increased the City's net position by $3,115,064 during the current fiscal year. The majority of revenue generated by these activities, approximately 60.0%, was derived from charges for services related to the City's water and sewer utilities. In fiscal year 2025, total utility service charges approached $9.5 million, representing an increase of $447,279, or 4.9%, compared to the prior year. This growth was primarily attributable to an increase in water rates, coupled with higher overall consumption. Water sales rose by approximately $1.1 million, or 24.4%, reflecting both rate adjustments and continued residential and commercial demand. Effective May 1, 2024, the City implemented a water rate increase from $24 to $33 for the first 350 cubic feet of usage and from $4.80 to $5.80 per 100 cubic feet thereafter. These adjustments were adopted by City Council as part of Yorkville's long-term financial strategy to support the capital and operating costs associated with the upcoming multi-year transition to Lake Michigan as the City's future water source. The overall increase in water revenue was partially offset by a decline of approximately $740,000 in water and sewer connection fees compared to the previous fiscal year, largely due to the timing of new residential and commercial development activity across the community.

Capital grants and contributions increased by approximately $1.5 million, reflecting ongoing construction and acceptance of developer-funded water and sewer infrastructure associated with the Lincoln Prairie development. The "Other Taxes" category generated $758,809 in fiscal year 2025, representing proceeds from the Places for Eating Tax during its first full year of implementation. "Other Revenues," which include reimbursements, rental income, capital asset sales and investment earnings, declined by $194,747 compared to the prior year. Despite the overall decrease, interest income remained stable at $598,477, largely driven by the continued investment of bond proceeds and favorable short-term yields. Net transfers totaled $1,173,130, which were used to fund debt service payments.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

Governmental Funds - The focus of the United City of Yorkville's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the United City of Yorkville's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. At the culmination of the current fiscal year, the City's governmental funds reported combined ending fund balances of $55,648,078, reflecting a substantial increase of $34,925,900 from the prior year. This notable growth primarily reflects the receipt of bond proceeds, which were issued to finance the construction of the new Public Works and Parks facility. Approximately 98% of total fund balance for the governmental funds is distributed across the restricted, assigned and unassigned categories. Restricted fund balance totaled $1,975,781 (3.6%), encompassing resources legally constrained for library operations, special service areas, tax increment financing (TIF) districts and the City's motor fuel tax program. The assigned fund balance category accounted for the largest portion, at $43,685,827 (78.5%), and includes funds set aside for road improvements, parks and recreation projects, building enhancements, and vehicle and equipment purchases. Unassigned fund balance represented 15.7% of the total governmental fund balance, with the General Fund comprising $11.2 million, providing a healthy reserve for future contingencies and fiscal stability. Offsetting this were negative unassigned fund balances of approximately $2.5 million within two of the City's TIF Funds, reflecting their reliance on future incremental property tax revenues to support ongoing redevelopment activities. The remaining $1,225,192 (2.2%) of fund balance was classified as nonspendable, primarily consisting of prepaid expenditures not available for current appropriation.

Overall General Fund revenues increased by approximately $1.08 million, or 4.5%, during fiscal year 2025, bringing total revenues to $25.3 million. The year-over-year growth was primarily driven by continued strength in the City's major tax revenue sources, including sales taxes (up $0.8 million), state-shared income taxes (up $0.2 million), and property taxes (up $0.2 million). In addition, the categories most affected by the COVID-19 pandemic, specifically hotel, video gaming, and amusement-related taxes, continued to exceed their pre-pandemic levels producing an aggregate year-over-year increase of 9.8%. On the expenditure side, General Fund performance benefited from conservative budgeting, as several operating expenditure categories—particularly salaries, benefits and contractual services—finished below budget. The deferral of a $899,950 special census expenditure to the subsequent fiscal year further contributed to favorable year-end results. As a result, the General Fund realized an excess of revenues over expenditures totaling approximately $6.5 million. Of this amount, about 30% ($1.9 million) of this excess was transferred to the Citywide Capital and Buildings and Grounds Funds to fund future capital projects. Additional transfers included $1.1 million to the Sewer Fund for debt service and $2.4 million to the Parks and Recreation Fund for operations. After transfers, the General Fund closed fiscal year 2025 with a net surplus of $1.06 million.

The Library Fund concluded fiscal year 2025 with an ending fund balance of $1,280,847, reflecting an increase of $64,114 over the prior year's fund balance of $1,216,733. Property taxes continued to serve as the Library's primary revenue source, supporting both operations and debt service, and accounted for 89.5% of total revenues. Fiscal year 2025 also represented the final year of the Library's debt service levy, which is expected to provide residents with an average annual property tax reduction of approximately $100 per household beginning in the subsequent fiscal year. Library permit fee revenue totaled $110,000, sustained by ongoing residential construction activity within the community. On the expenditure side, total operating costs increased by $161,833 (8.6%), as a result of one-time capital investments, including the installation of a new chiller system within the Library building at a cost of $235,000.

The Parks and Recreation Fund ended fiscal year 2025 with a deficit of $280,302, resulting from a strategic spend-down of accumulated reserves. Consequently, the fund balance declined from $527,421 to $247,119 at fiscal year-end. Total revenues increased by 7.6%, reaching just over $1.2 million, supported by record performance in the Fund's primary program areas. Athletics, fitness and child development programs collectively generated an all-time high of $667,573 in revenue, reflecting sustained community participation and continued program expansion. On the expenditure side, total operating costs rose by 16.6%, attributable to the enhancement of recreational offerings and increased capital investment in playground improvements, vehicle replacements and other essential equipment necessary to support ongoing services.

The Citywide Capital Fund ended fiscal year 2025 with a deficit of $2.36 million, reflecting the City's continued strategic use of accumulated reserves to advance roadway improvements across Yorkville. As a result, the fund balance declined from $5,788,454 to $3,430,243. Total revenues increased by approximately $1.14 million, driven primarily by a one-time American Rescue Plan Act (ARPA) grant associated with improvements within the Rob Roy Drainage District, along with the timing of developer reimbursements for roadway projects in the Grande Reserve, Raintree, and Whispering Meadows subdivisions, as well as reimbursement for improvements along Faxon and Beecher Roads. Other financing sources included a transfer from the General Fund totaling $1,555,416, exceeding budgetary expectations by more than $1.1 million. Consistent with City Council's direction, these surplus funds will be reserved for future capital initiatives, with a primary focus on roadway infrastructure. On the expenditure side, capital outlays for City-funded roadway projects totaled just over $5.8 million during the year. Additional expenditures included $165,484 for the City's annual sidewalk replacement program and $37,073 for street improvements along East Van Emmon Street, which will be partially offset by future reimbursements through the Surface Transportation Program (STP) grant.

The Buildings and Grounds Fund was established in fiscal year 2021 to oversee the maintenance and improvement of all City-owned facilities, supported by two full-time employees responsible for managing daily operations and project coordination. Operating costs for the Fund, primarily financed through permit fees and departmental chargebacks, totaled $431,897 during the current fiscal year. Routine maintenance and supply expenditures were supplemented by a transfer from the General Fund. The Fund's major capital activity for the year was the ongoing construction of the new Public Works and Parks facility, financed through bond proceeds, with expenditures of approximately $2.9 million recorded in the current fiscal year. Once completed, the facility will consolidate multiple Public Works and Parks operations, improving efficiency and long-term asset management. The Fund concluded the year with a balance of $39.5 million, which will be drawn down in subsequent fiscal years as construction of the new facility progresses.

GENERAL FUND BUDGETARY HIGHLIGHTS

The chart below compares the fiscal year 2025 final budget to the actual results of the City's General Fund.

Fiscal Year 2025 General Fund Budgetary Highlights

	Final Budget	Actual	Over (Under)	Actual as % of Budget
Revenues				
Taxes	$ 15,974,368	$ 16,718,895	$ 744,527	105%
Intergovernmental	4,839,133	4,736,186	(102,947)	98%
Licenses, Permits and Fees	695,000	777,648	82,648	112%
Charges for Services	2,243,973	2,339,000	95,027	104%
Fines and Forfeitures	98,400	90,133	(8,267)	92%
Investment Income	350,000	549,946	199,946	157%
Miscellaneous	68,917	118,092	49,175	171%
Total Revenues	$ 24,269,791	$ 25,329,900	$ 1,060,109	104%
Expenditures				
General Government	$ 7,588,139	$ 6,116,828	$ (1,471,311)	81%
Public Safety	7,192,653	7,027,675	(164,978)	98%
Community Development	1,323,325	1,252,511	(70,814)	95%
Public Works	4,573,562	4,471,372	(102,190)	98%
Total Expenditures	$ 20,677,679	$ 18,868,386	$ (1,809,293)	91%
Excess of Revenues over Expenditures	$ 3,592,112	$ 6,461,514	$ 2,869,402	180%
Other Financing Sources (Uses)	(4,292,112)	(5,400,689)	1,108,577	126%
Net Change in Fund Balance	$ (700,000)	**$ 1,060,825**		
Fund Balance - Beginning of Year		11,317,511		
Fund Balance - End of Year		**$ 12,378,336**		

The General Fund serves as the City's primary operating fund, providing the principal source of financing for the day-to-day operations of all municipal departments. Actual revenues exceeded budgetary estimates by $1,060,109, as collections from taxes, licenses and permits, charges for services and investment income outperformed expectations. Tax revenues alone surpassed projections by $744,527, driven largely by stronger-than-anticipated municipal and non-home rule sales tax receipts, which together exceeded budget by $735,644. Although income tax revenues also finished $144,685 above budget, total intergovernmental revenues fell short by $102,947, primarily due to local use taxes finishing nearly $300,000 below budget following the State of Illinois' implementation of revised sales tax sourcing rules effective January 2025.

Aggregate building permit revenues totaled $680,232 in fiscal year 2025, surpassing budgetary expectations by slightly more than $80,000. These revenues continue to provide critical support for the Community Development Department by funding inspection-related personnel, operating and vehicle expenditures. Charges for service revenues also exceeded projections by $95,027, primarily reflecting stronger-than-anticipated garbage surcharge revenues, which outperformed the budget by more than $60,000. This growth stemmed from both contractual rate adjustments and an increase in the number of active accounts, as well as higher-than-expected collection fee revenue from local sanitary districts billed through the City. Investment income concluded the fiscal year nearly $200,000 above budget, supported by the City's solid reserve position and a generally favorable, albeit gradually softening, interest rate environment. Miscellaneous revenues, comprising rental income, reimbursements and rebates, also ended the year well above estimates, buoyed by several unanticipated insurance recoveries and other reimbursements that further strengthened year-end results.

Actual General Fund expenditures for fiscal year 2025 totaled $18.9 million, about $1.8 million below the final budgeted amounts. The budget was amended once during the fiscal year to increase the special census appropriation by $700,000, from $200,000 to $900,000, but the expenditure was deferred due to Federal scheduling delays. All departments within the General Fund operated within their approved appropriations, except the Health and Sanitation Department, which exceeded its budget by $47,018 because of higher refuse collection costs fully passed through to residents via bi-monthly utility bills. Despite this overage, the program produced a net surplus of $27,711 after accounting for garbage surcharge revenues. Other financing uses exceeded budgeted amounts by $1.1 million, as City Council increased transfers to the Citywide Capital Fund to support future roadway improvements.

As shown in the table on the preceding page, the General Fund recorded a favorable operating surplus of $1,060,825 for fiscal year 2025, increasing total fund balance from $11,317,511 at the beginning of the year to $12,378,336 at year-end. This positive outcome was largely driven by stronger-than-anticipated revenues, particularly in the tax, licenses and permits, charges for services and investment income categories, coupled with expenditure savings across several departments. The latter was primarily due to deferred hiring for newly authorized positions, as well as the postponement of both the enterprise resource planning (ERP) system implementation and the special census to the subsequent fiscal year. At year-end, the General Fund's balance consisted of $1,128,737 in nonspendable (prepaid) amounts, with the remaining $11,249,599 classified as unassigned and therefore available for any corporate purpose. Unassigned fund balance represented 59.6% of total General Fund expenditures, providing the equivalent of approximately seven to eight months of operating reserves.

Proprietary Funds - The United City of Yorkville's proprietary funds provide the same type of information found in the government-wide financial statements, but in greater detail. At the close of the fiscal year, the combined net position of the proprietary funds amounted to $91,364,455, consisting of $44,550,230 in the Water Fund and $46,814,225 in the Sewer Fund. The year's positive financial performance was largely attributable to stronger-than-anticipated user and connection fee revenues, prudent cost management resulting in lower operating expenses and the deferral of several major capital initiatives, most notably water main replacements along Illinois Route 47 and the Well #10/raw water main improvements, into the next fiscal year due to project timing.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets – The United City of Yorkville's investment in capital assets for its governmental and business-type activities as of April 30, 2025, totaled $220,384,089 (net of accumulated depreciation). Investments in capital assets include land, land improvements, construction in progress (CIP), infrastructure (roadway improvements, sanitary sewer lines, storm sewers and watermains), buildings, equipment and vehicles. The following tables summarize the changes in the City's capital assets for governmental and business-type activities.

Change in Capital Assets – Governmental Activities (in millions)

	Balance May 1, 2024	Net Additions/ (Deletions)	Balance April 30, 2025
Non-Depreciable Assets:			
Land and Construction in Progress	$ 43.5	$ (1.6)	$ 42.0
Depreciable Capital Assets:			
Buildings	12.9	9.1	22.0
Equipment	10.0	0.8	10.8
Vehicles	4.4	1.9	6.3
Infrastructure	94.1	2.3	96.4
Leased Assets - Equipment	0.1	-	0.1
Accumulated Depreciation on Capital Assets	(47.7)	(3.8)	(51.5)
Total Capital Assets, Net	**$ 117.4**	**$ 8.8**	**$ 126.2**

Total net capital assets for the City's governmental activities increased by approximately $8.8 million during the current fiscal year. This growth primarily reflects the capitalization of major facility improvements, specifically the newly renovated City Hall and Police Station complex at 651 Prairie Pointe Drive, along with the acceptance of developer-constructed street and storm sewer infrastructure within the Grande Reserve and Windett Ridge subdivisions. Additional increases were attributable to City-financed roadway improvements completed under the 2024 Road Program, which continued the City's multi-year investment in roadway improvements. During the fiscal year depreciation expense totaling $4,083,547 was charged to the following functions: General Government ($153,410), Library ($194,856), Parks and Recreation ($374,548), Public Safety ($262,698), and Public Works ($3,098,035).

Change in Capital Assets – Business-Type Activities (in millions)

	Balance May 1, 2024	Net Additions/ Deletions	Balance April 30, 2025
Non-Depreciable Assets:			
Land and Construction in Progress	$ 12.2	$ 5.0	$ 17.2
Depreciable Capital Assets:			
Equipment	21.0	0.7	21.6
Vehicles	0.9	0.2	1.1
Infrastructure	77.1	8.2	85.3
Accumulated Depreciation on Capital Assets	(28.7)	(2.2)	(30.9)
Total Capital Assets, Net	**$ 82.4**	**$ 11.8**	**$ 94.2**

Net capital assets increased by $11.8 million during fiscal year 2025, as capital additions totaling $14.0 million outpaced annual depreciation expense of $2.2 million. The most significant capitalized improvements included the completion of the Corneils Road Sewer Interceptor, as well as major water infrastructure enhancements from the 2023 program and the continuation of the City's multi-year water main replacement initiatives. Depreciation expense for the year amounted to $1,343,127 within the Water Fund and $845,279 within the Sewer Fund, respectively. For more detailed information, related to capital assets, see Note 3 to the financial statements.

Debt Administration

As of April 30, 2025, the United City of Yorkville had total debt outstanding of $94,390,820, which included general obligation and alternative revenue source bonds, developer commitments and notes and leases payable. This amount is partially comprised of nine alternative revenue bonds which pledge income, sales, places of eating, incremental property taxes, and water/sewer revenues. In addition, these bonds would be reverted to the property tax rolls should the alternative revenue source prove to be inadequate.

	Governmental Activities	Business-Type Activities	Total
General Obligation & Alternative Revenue Source Bonds	$ 52,240,955	$ 38,347,970	$ 90,588,925
Developer Commitments	-	2,580,402	2,580,402
Notes Payable and Leases Payable	1,038,542	182,951	1,221,493
	$ 53,279,497	**$ 41,111,323**	**$ 94,390,820**

The City's general obligation debt is rated AA+ by Fitch Ratings and AA by Standard & Poor's. Yorkville is a non-home rule community and as such is subject to a legal debt limit of 8.625% of the equalized assessed value (EAV) of the City, per State statute. The 2024 EAV of the City was $929,782,768, which resulted in a legal debt limit of $79,203,720. At the end of the fiscal year, the City had $990,044 applicable to the debt limit, consisting of loans for a building and property acquisition. For more detailed information related to long-term debt, see Note 3 to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The General Fund continued to exhibit positive financial performance in fiscal year 2025, with overall fund balance increasing to $12.4 million, surpassing the prior year's record balance of $11.3 million. This sustained growth reflects the City's continued commitment to sound financial management, conservative budgeting practices and the maintenance of adequate reserves to support long-term fiscal stability. Despite broader economic uncertainty, the City's primary revenue sources—sales taxes, property taxes, income taxes and permit revenues, remained strong and collectively contributed to the favorable year-end position.

Looking ahead to fiscal year 2026, management remains cautiously optimistic regarding Yorkville's financial outlook. Local economic indicators continue to point toward stability, supported by consistent development activity, steady consumer spending and a favorable investment environment. The City remains focused on maintaining a business-friendly climate through targeted economic incentives, infrastructure investment and strategic planning initiatives designed to attract new commercial and residential development. These efforts are expected to sustain growth in the City's tax base while supporting employment opportunities and enhancing overall community vitality.

Property values within the City continued to strengthen, further signaling local economic stability. The City's equalized assessed valuation (EAV) is projected to increase by 11.6% in 2025, following a 15.6% increase in the preceding year. This upward trend reflects a robust local housing market and sustained private investment. Despite these gains, the City remains mindful of the financial impact on residents. For the 2024 tax levy, the City Council again elected to limit the levy increase to the amount generated from new construction only, foregoing the inflationary component permitted under the Property Tax Extension Limitation Law (PTELL), estimated at approximately $130,000. This decision underscores the City's ongoing commitment to limiting the property tax burden on residents while maintaining fiscal balance and service quality.

As the City enters fiscal year 2026, management will continue to employ a conservative fiscal approach, emphasizing balanced budgets, sustainable revenue forecasting and prudent cost management. Maintaining adequate fund balance and liquidity remains a key objective to ensure operational stability and flexibility in the event of future economic fluctuations. The City also continues to monitor potential changes in State of Illinois budgetary and revenue-sharing policies, which could affect the City's allocation of shared revenues. Ongoing evaluation of fiscal and legislative developments will remain a focus area to ensure timely mitigation of potential risks.

The fiscal year 2026 General Fund budget is balanced and reflects continued investment in core infrastructure, technology, vehicle and equipment replacement programs. Total planned capital improvements across all Funds are estimated at approximately $145.0 million. The largest portion of this program relates to the Lake Michigan Water Source Project, budgeted at $87.4 million, representing the City's most significant infrastructure initiative. Other major projects for the upcoming fiscal year include continuation of the "Road to Better Roads" program, with $5.5 million allocated to roadway improvements, including $3.8 million dedicated to subdivision resurfacing; implementation of a new enterprise resource planning (ERP) system to enhance operational efficiency; completion of the City-wide water meter replacement program, sidewalk and parkway tree replacement programs, and construction of the new Public Works and Parks facility; completion of Well #10 and its associated raw water main; continuation of the water main replacement program and other water sourcing initiatives; and completion of approximately $5.8 million in developer-funded roadway and utility improvements supporting community growth.

Overall, the City's financial position remains strong as it enters fiscal year 2026. Through continued emphasis on long-term financial planning, conservative revenue management and strategic capital investment, Yorkville remains well-positioned to meet current and future service demands. Management's focus on maintaining healthy reserves, investing in critical infrastructure and supporting sustainable economic development will continue to ensure the City's financial stability and operational capacity in the years ahead.

REQUESTS FOR INFORMATION

This financial report is designed to provide our citizens, customers, investors and creditors with a general overview of the City's finances. Questions concerning this report or requests for additional financial information should be directed to Rob Fredrickson, Director of Finance, United City of Yorkville, 651 Prairie Pointe Drive, Yorkville, Illinois.

BASIC FINANCIAL STATEMENTS

The basic financial Statements include integrated sets of financial statements as required by the GASB. The sets of statements include:

- Government-Wide Financial Statements
- Fund Financial Statements

    Governmental Funds

    Proprietary Funds

    Fiduciary Fund

In addition, the notes to the financial statements are included to provide information that is essential to a user's understanding of the basic financial statements.

UNITED CITY OF YORKVILLE, ILLINOIS

Statement of Net Position
April 30, 2025

See Following Page

UNITED CITY OF YORKVILLE, ILLINOIS

Statement of Net Position
April 30, 2025

	Governmental Activities	Business-Type Activities	Totals
ASSETS			
Current Assets			
Cash and Investments	$ 59,364,615	14,324,590	73,689,205
Receivables - Net	11,525,578	5,986,280	17,511,858
Prepaids	1,225,192	13,386,741	14,611,933
Total Current Assets	72,115,385	33,697,611	105,812,996
Noncurrent Assets			
Capital Assets			
Nondepreciable Capital Assets	41,985,131	17,197,911	59,183,042
Depreciable Capital Assets	135,603,460	107,950,507	243,553,967
Accumulated Depreciation	(51,436,032)	(30,916,888)	(82,352,920)
Total Capital Assets	126,152,559	94,231,530	220,384,089
Other Assets			
Assets Held for Others	-	11,091,000	11,091,000
Total Noncurrent Assets	126,152,559	105,322,530	231,475,089
Total Assets	198,267,944	139,020,141	337,288,085
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Items - IMRF	1,000,536	216,524	1,217,060
Deferred Items - Police Pension	1,160,487	-	1,160,487
Deferred Items - RBP	253,225	41,434	294,659
Deferred Items - ARO	-	2,597,230	2,597,230
Unamortized Loss on Refunding	12,948	-	12,948
Total Deferred Outflows of Resources	2,427,196	2,855,188	5,282,384
Total Assets and Deferred Outflows of Resources	200,695,140	141,875,329	342,570,469

The notes to the financial statements are an integral part of this statement.

	Governmental Activities	Business-Type Activities	Totals
LIABILITIES			
Current Liabilities			
Accounts Payable	$ 2,963,327	3,972,951	6,936,278
Deposits Payable	6,141,425	-	6,141,425
Accrued Payroll	369,086	39,675	408,761
Accrued Interest Payable	491,378	410,343	901,721
Other Payables	233,051	336,166	569,217
Current Portion of Long-Term Debt	2,690,871	1,547,279	4,238,150
Total Current Liabilities	12,889,138	6,306,414	19,195,552
Noncurrent Liabilities			
Compensated Absences Payable	753,742	130,190	883,932
Net Pension Liability - IMRF	1,347,154	291,535	1,638,689
Net Pension Liability - Police Pension	12,224,552	-	12,224,552
Total OPEB Liability - RBP	717,361	117,848	835,209
Notes Payable	776,177	-	776,177
IEPA Loans Payable	-	61,742	61,742
General Obligation Bonds Payable - Net	50,009,066	36,959,859	86,968,925
Leases Payable	24,764	-	24,764
Developer Agreements	-	2,580,402	2,580,402
Asset Retirement Obligation	-	2,783,000	2,783,000
Total Noncurrent Liabilities	65,852,816	42,924,576	108,777,392
Total Liabilities	78,741,954	49,230,990	127,972,944
DEFERRED INFLOWS OF RESOURCES			
Property and State Taxes	6,453,040	-	6,453,040
Deferred Items - Leases	307,378	1,211,899	1,519,277
Deferred Items - Police Pension	611,117	-	611,117
Deferred Items - RBP	415,490	67,985	483,475
Total Deferred Inflows of Resources	7,787,025	1,279,884	9,066,909
Total Liabilities and Deferred Inflows of Resources	86,528,979	50,510,874	137,039,853
NET POSITION			
Net Investment in Capital Assets	103,573,953	69,081,627	172,655,580
Restricted			
Library Operations	1,266,992	-	1,266,992
Motor Fuel Tax	403,825	-	403,825
Special Service Areas	83,834	-	83,834
Tax Increment Financing	221,130	-	221,130
Unrestricted	8,616,427	22,282,828	30,899,255
Total Net Position	114,166,161	91,364,455	205,530,616

The notes to the financial statements are an integral part of this statement.

UNITED CITY OF YORKVILLE, ILLINOIS

Statement of Activities
For the Fiscal Year Ended April 30, 2025

	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants/ Contributions	Program Revenues: Capital Grants/ Contributions
Governmental Activities				
General Government	$ 7,389,318	5,218,718	-	425,562
Library	1,149,679	126,238	39,975	-
Parks and Recreation	4,011,821	822,254	57,677	-
Public Safety	7,105,666	-	51,464	-
Community Development	1,252,511	-	-	-
Public Works	9,986,574	1,561,423	1,190,064	649,418
Interest on Long-Term Debt	794,820	-	-	-
Total Governmental Activities	31,690,389	7,728,633	1,339,180	1,074,980
Business-Type Activities				
Sewer	1,740,230	2,095,866	-	673,052
Water	12,113,013	7,392,581	36,868	3,638,894
Total Business-Type Activities	13,853,243	9,488,447	36,868	4,311,946
	45,543,632	17,217,080	1,376,048	5,386,926

General Revenues
Taxes
Property Taxes
Utility Taxes
Business District Taxes
Admissions and Amusement Taxes
Video Gaming Taxes
Other Taxes
Intergovernmental - Unrestricted
Sales Taxes
Income Taxes
State Use Taxes
Investment Income
Miscellaneous
Transfers - Internal Activity

Change in Net Position

Net Position - Beginning

Net Position - Ending

The notes to the financial statements are an integral part of this statement.

Net (Expenses)/Revenues		
Primary Government		
Governmental Activities	Business-Type Activities	Totals
(1,745,038)	-	(1,745,038)
(983,466)	-	(983,466)
(3,131,890)	-	(3,131,890)
(7,054,202)	-	(7,054,202)
(1,252,511)	-	(1,252,511)
(6,585,669)	-	(6,585,669)
(794,820)	-	(794,820)
(21,547,596)	-	(21,547,596)
-	1,028,688	1,028,688
-	(1,044,670)	(1,044,670)
-	(15,982)	(15,982)
(21,547,596)	(15,982)	(21,563,578)
6,619,685	-	6,619,685
1,594,380	-	1,594,380
630,581	-	630,581
571,034	-	571,034
324,586	-	324,586
247,114	758,809	1,005,923
9,496,424	-	9,496,424
3,826,828	-	3,826,828
612,039	-	612,039
987,716	598,477	1,586,193
1,580,050	600,630	2,180,680
(1,173,130)	1,173,130	-
25,317,307	3,131,046	28,448,353
3,769,711	3,115,064	6,884,775
110,396,450	88,249,391	198,645,841
114,166,161	91,364,455	205,530,616

The notes to the financial statements are an integral part of this statement.

UNITED CITY OF YORKVILLE, ILLINOIS

Balance Sheet - Governmental Funds
April 30, 2025

	General
ASSETS	
Cash and Investments	$ 8,741,624
Receivables - Net of Allowances	
Property Taxes	4,056,642
Accounts	1,227,170
Grants	16,696
Other Taxes	4,128,362
Leases	-
Due from Other Funds	2,210,892
Prepaids	1,128,737
Total Assets	21,510,123
LIABILITIES	
Accounts Payable	1,073,559
Deposit Payable	2,395,818
Accrued Payroll	278,849
Due to Other Funds	-
Other Payables	-
Total Liabilities	3,748,226
DEFERRED INFLOWS OF RESOURCES	
Property and State Taxes	5,383,561
Deferred Items - Leases	-
Total Deferred Inflows of Resources	5,383,561
Total Liabilities and Deferred Inflows of Resources	9,131,787
FUND BALANCES	
Nonspendable	1,128,737
Restricted	-
Assigned	-
Unassigned	11,249,599
Total Fund Balances	12,378,336
Total Liabilities, Deferred Inflows of Resources and Fund Balances	21,510,123

The notes to the financial statements are an integral part of this statement.

Special Revenue		Capital Projects			
Library	Parks and Recreation	Citywide Capital	Buildings and Grounds	Nonmajor	Totals
1,388,077	442,134	5,958,710	40,935,334	1,898,736	59,364,615
1,069,479	-	-	-	-	5,126,121
349	6,362	429,752	444	2,809	1,666,886
-	-	5,967	-	-	22,663
1,771	-	-	-	231,924	4,362,057
-	347,851	-	-	-	347,851
-	-	-	-	223,773	2,434,665
13,855	79,737	-	2,863	-	1,225,192
2,473,531	876,084	6,394,429	40,938,641	2,357,242	74,550,050
41,019	107,104	218,612	1,434,281	88,752	2,963,327
-	10,499	2,745,574	-	989,534	6,141,425
16,536	67,783	-	5,918	-	369,086
-	-	-	-	2,434,665	2,434,665
65,650	136,201	-	3,600	27,600	233,051
123,205	321,587	2,964,186	1,443,799	3,540,551	12,141,554
1,069,479	-	-	-	-	6,453,040
-	307,378	-	-	-	307,378
1,069,479	307,378	-	-	-	6,760,418
1,192,684	628,965	2,964,186	1,443,799	3,540,551	18,901,972
13,855	79,737	-	2,863	-	1,225,192
1,266,992	-	-	-	708,789	1,975,781
-	167,382	3,430,243	39,491,979	596,223	43,685,827
-	-	-	-	(2,488,321)	8,761,278
1,280,847	247,119	3,430,243	39,494,842	(1,183,309)	55,648,078
2,473,531	876,084	6,394,429	40,938,641	2,357,242	74,550,050

The notes to the financial statements are an integral part of this statement.

UNITED CITY OF YORKVILLE, ILLINOIS

Reconciliation of Total Governmental Fund Balance to Net Position of Governmental Activities
April 30, 2025

Total Governmental Fund Balances	$ 55,648,078
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.	126,152,559
Deferred outflows (inflows) of resources related to the pensions not reported in the funds.	
Deferred Items - IMRF	1,000,536
Deferred Items - Police Pension	549,370
Deferred Items - RBP	(162,265)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.	
Accrued Interest Payable	(491,378)
Compensated Absences Payable	(942,178)
Net Pension Liability - IMRF	(1,347,154)
Net Pension Liability - Police Pension	(12,224,552)
Total OPEB Liability - RBP	(750,306)
Notes Payable	(990,044)
General Obligation Bonds Payable	(52,240,955)
Unamortized Loss on Refunding	12,948
Leases Payable	(48,498)
Net Position of Governmental Activities	114,166,161

The notes to the financial statements are an integral part of this statement.

UNITED CITY OF YORKVILLE, ILLINOIS

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds
For the Fiscal Year Ended April 30, 2025

See Following Page

UNITED CITY OF YORKVILLE, ILLINOIS

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds
For the Fiscal Year Ended April 30, 2025

	General
Revenues	
Taxes	$ 16,718,895
Intergovernmental	4,736,186
Licenses, Permits and Fees	777,648
Charges for Services	2,339,000
Fines and Forfeitures	90,133
Grants and Donations	-
Investment Income	549,946
Miscellaneous	118,092
Total Revenues	25,329,900
Expenditures	
General Government	6,116,828
Library	-
Parks and Recreation	-
Public Safety	7,027,675
Community Development	1,252,511
Public Works	4,471,372
Capital Outlay	-
Debt Service	
Principal Retirement	-
Interest and Fiscal Charges	-
Total Expenditures	18,868,386
Excess (Deficiency) of Revenues Over (Under) Expenditures	6,461,514
Other Financing Sources (Uses)	
Sale of Capital Assets	-
Debt Issuance	-
Premium on Debt Issuance	-
Transfers In	-
Transfers Out	(5,400,689)
	(5,400,689)
Net Change in Fund Balances	1,060,825
Fund Balances - Beginning	11,317,511
Fund Balances - Ending	12,378,336

The notes to the financial statements are an integral part of this statement.

Special Revenue		Capital Projects			
Library	Parks and Recreation	Citywide Capital	Buildings and Grounds	Nonmajor	Totals
1,868,388	-	-	-	713,371	19,300,654
39,975	-	425,562	-	1,127,359	6,329,082
110,000	-	119,003	181,327	140,250	1,328,228
14,522	822,254	941,054	320,039	1,861,627	6,298,496
1,716	-	-	-	10,060	101,909
-	57,677	-	-	-	57,677
45,272	5,030	46,614	324,499	16,355	987,716
6,959	316,886	1,112,594	444	25,075	1,580,050
2,086,832	1,201,847	2,644,827	826,309	3,894,097	35,983,812
-	-	-	-	234,751	6,351,579
954,823	-	-	-	-	954,823
-	3,839,877	-	-	-	3,839,877
-	-	-	-	36,758	7,064,433
-	-	-	-	-	1,252,511
-	-	300,978	431,897	117,492	5,321,739
235,000	-	5,836,229	2,898,266	4,805,579	13,775,074
830,000	-	220,000	600,000	360,013	2,010,013
34,000	-	97,213	379,204	96,846	607,263
2,053,823	3,839,877	6,454,420	4,309,367	5,651,439	41,177,312
33,009	(2,638,030)	(3,809,593)	(3,483,058)	(1,757,342)	(5,193,500)
-	-	-	-	207,604	207,604
-	-	-	38,650,000	900,000	39,550,000
-	-	-	1,534,926	-	1,534,926
31,105	2,357,728	1,555,416	387,344	-	4,331,593
-	-	(104,034)	-	-	(5,504,723)
31,105	2,357,728	1,451,382	40,572,270	1,107,604	40,119,400
64,114	(280,302)	(2,358,211)	37,089,212	(649,738)	34,925,900
1,216,733	527,421	5,788,454	2,405,630	(533,571)	20,722,178
1,280,847	247,119	3,430,243	39,494,842	(1,183,309)	55,648,078

The notes to the financial statements are an integral part of this statement.

UNITED CITY OF YORKVILLE, ILLINOIS

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities
For the Fiscal Year Ended April 30, 2025

Net Change in Fund Balances - Total Governmental Funds	$ 34,925,900
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.	
Capital Outlays	12,423,776
Capital Contributions	649,418
Depreciation Expense	(4,083,547)
Disposals - Cost	(518,748)
Disposals - Accumulated Depreciation	303,246
The net effect of deferred outflows (inflows) of resources related to the pensions not reported in the funds.	
Change in Deferred Items - IMRF	(230,974)
Change in Deferred Items - Police Pension	(52,880)
Change in Deferred Items - RBP	(38,276)
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal on long-term debt consumes the current financial resources of the governmental funds.	
Change in Compensated Absences Payable	(65,583)
Change in Net Pension Liability - IMRF	(566,411)
Change in Net Pension Liability - Police Pension	269,345
Change in Total OPEB Liability - RBP	16,915
Debt Issuance	(39,550,000)
Issuance of Bond Premium	(1,534,926)
Retirement of Debt	2,010,013
Amortization of Loss on Refunding	(5,133)
Amortization of Premium	154,889
Changes to accrued interest on long-term debt in the Statement of Activities does not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.	(337,313)
Changes in Net Position of Governmental Activities	3,769,711

The notes to the financial statements are an integral part of this statement.

UNITED CITY OF YORKVILLE, ILLINOIS

Statement of Net Position - Proprietary Funds
April 30, 2025

See Following Page

UNITED CITY OF YORKVILLE, ILLINOIS

Statement of Net Position - Proprietary Funds
April 30, 2025

	Business-Type Activities - Enterprise		
	Sewer	Water	Totals
ASSETS			
Current Assets			
Cash and Investments	$ 4,839,878	9,484,712	14,324,590
Receivables - Net of Allowances			
Accounts	362,347	4,198,206	4,560,553
Leases	-	1,348,154	1,348,154
Grants	-	77,573	77,573
Prepaids			
Water Sourcing - DCW	-	13,346,465	13,346,465
Other	14,391	25,885	40,276
Total Current Assets	5,216,616	28,480,995	33,697,611
Noncurrent Assets			
Capital Assets			
Nondepreciable	305,734	16,892,177	17,197,911
Depreciable	43,817,875	64,132,632	107,950,507
Accumulated Depreciation	(10,823,968)	(20,092,920)	(30,916,888)
Total Capital Assets	33,299,641	60,931,889	94,231,530
Other Assets			
Assets Held for Others	11,091,000	-	11,091,000
Total Other Assets	11,091,000	-	11,091,000
Total Noncurrent Assets	44,390,641	60,931,889	105,322,530
Total Assets	49,607,257	89,412,884	139,020,141
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Items - IMRF	84,476	132,048	216,524
Deferred Items - RBP	15,447	25,987	41,434
Deferred Items - ARO	-	2,597,230	2,597,230
Total Deferred Outflows of Resources	99,923	2,755,265	2,855,188
Total Assets and Deferred Outflows of Resources	49,707,180	92,168,149	141,875,329

The notes to the financial statements are an integral part of this statements.

	Business-Type Activities - Enterprise		
	Sewer	Water	Totals
LIABILITIES			
Current Liabilities			
Accounts Payable	$ 62,535	3,910,416	3,972,951
Accrued Payroll	16,252	23,423	39,675
Accrued Interest Payable	4,054	406,289	410,343
Other Payables	224,989	111,177	336,166
Current Portion of Long-Term Debt	1,078,517	468,762	1,547,279
Total Current Liabilities	1,386,347	4,920,067	6,306,414
Noncurrent Liabilities			
Compensated Absences Payable	45,995	84,195	130,190
Net Pension Liability - IMRF	113,741	177,794	291,535
Total OPEB Liability - RBP	43,934	73,914	117,848
IEPA Loans Payable	-	61,742	61,742
General Obligation Bonds Payable - Net	-	36,959,859	36,959,859
Developer Agreements	1,277,593	1,302,809	2,580,402
Asset Retirement Obligation	-	2,783,000	2,783,000
Total Noncurrent Liabilities	1,481,263	41,443,313	42,924,576
Total Liabilities	2,867,610	46,363,380	49,230,990
DEFERRED INFLOWS OF RESOURCES			
Deferred Items - Leases	-	1,211,899	1,211,899
Deferred Items - RPB	25,345	42,640	67,985
Total Deferred Inflows of Resources	25,345	1,254,539	1,279,884
Total Liabilities and Deferred Inflows of Resources	2,892,955	47,617,919	50,510,874
NET POSITION			
Net Investment in Capital Assets	32,234,641	36,846,986	69,081,627
Unrestricted	14,579,584	7,703,244	22,282,828
Total Net Position	46,814,225	44,550,230	91,364,455

The notes to the financial statements are an integral part of this statements.

UNITED CITY OF YORKVILLE, ILLINOIS

Statement of Revenues, Expenses and Changes in Net Position - Proprietary Funds
For the Fiscal Year Ended April 30, 2025

	Business-Type Activities - Enterprise		
	Sewer	Water	Totals
Operating Revenues			
Charges for Services	$ 1,773,066	6,894,459	8,667,525
Operating Expenses			
Operations	874,238	9,873,215	10,747,453
Depreciation and Amortization	845,874	1,342,284	2,188,158
Total Operating Expenses	1,720,112	11,215,499	12,935,611
Operating Income (Loss)	52,954	(4,321,040)	(4,268,086)
Nonoperating Revenues (Expenses)			
Investment Income	66,629	528,625	595,254
Grants	-	36,868	36,868
Unrealized Gain	-	3,223	3,223
Connection Fees	322,800	498,122	820,922
Places of Eating Tax	-	758,809	758,809
Other Income	70,892	529,738	600,630
Interest Expense	(20,118)	(897,514)	(917,632)
	440,203	1,457,871	1,898,074
Income Before Capital Contributions and Transfers	493,157	(2,863,169)	(2,370,012)
Capital Contributions	673,052	3,638,894	4,311,946
Transfers In	1,069,096	173,559	1,242,655
Transfers Out	(69,525)	-	(69,525)
	1,672,623	3,812,453	5,485,076
Change in Net Position	2,165,780	949,284	3,115,064
Net Position - Beginning	44,648,445	43,600,946	88,249,391
Net Position - Ending	46,814,225	44,550,230	91,364,455

The notes to the financial statements are an integral part of this statement.

UNITED CITY OF YORKVILLE, ILLINOIS

Statement of Cash Flows - Proprietary Funds
For the Fiscal Year Ended April 30, 2025

	Business-Type Activities - Enterprise		
	Sewer	Water	Totals
Cash Flows from Operating Activities			
Receipts from Customers and Users	$ 2,092,977	(4,978,284)	(2,885,307)
Payments to Employees	(529,031)	(272,444)	(801,475)
Payments to Suppliers	(252,968)	(6,905,785)	(7,158,753)
	1,310,978	(12,156,513)	(10,845,535)
Cash Flows from Noncapital Financing Activities			
Transfers In	1,069,096	173,559	1,242,655
Transfers (Out)	(69,525)	-	(69,525)
	999,571	173,559	1,173,130
Cash Flows from Capital and Related Financing Activities			
Purchase of Capital Assets	(224,108)	(9,475,114)	(9,699,222)
Debt Issuance	-	25,000,000	25,000,000
Premium on Debt Issuance	-	444,201	444,201
Debt Repayment	(1,082,500)	(752,550)	(1,835,050)
Interest Payments	(20,118)	(935,511)	(955,629)
	(1,326,726)	14,281,026	12,954,300
Cash Flows from Investing Activities			
Investment Income	66,629	531,848	598,477
Net Change in Cash and Cash Equivalents	1,050,452	2,829,920	3,880,372
Cash and Cash Equivalents - Beginning	3,789,426	6,654,792	10,444,218
Cash and Cash Equivalents - Ending	4,839,878	9,484,712	14,324,590
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities			
Operating Income	52,954	(4,321,040)	(4,268,086)
Adjustments to Reconcile Operating Income to Net Income to Net Cash Provided by (Used in) Operating Activities:			
Depreciation and Amortization Expense	845,874	1,342,284	2,188,158
Connection Fees/Other Income	393,692	1,823,537	2,217,229
(Increase) Decrease in Current Assets	(73,781)	(13,696,280)	(13,770,061)
Increase (Decrease) in Current Liabilities	92,239	2,694,986	2,787,225
Net Cash Provided by Operating Activities	1,310,978	(12,156,513)	(10,845,535)
Noncash Capital and Related Financing Activities			
Capital Contributions	673,052	3,638,894	4,311,946

The notes to the financial statement are an integral part of this statement.

UNITED CITY OF YORKVILLE, ILLINOIS

Statement of Fiduciary Net Position
April 30, 2025

	Police Pension Trust
ASSETS	
Cash and Cash Equivalents	$ 61,678
Investments	
Illinois Police Officers Pension Investment Fund	18,477,570
Illinois Funds	152,000
Total Assets	18,691,248
LIABILITIES	
None	-
NET POSITION	
Net Position Restricted for Pensions	18,691,248

The notes to the financial statement are an integral part of this statement.

UNITED CITY OF YORKVILLE, ILLINOIS

Statement of Changes in Fiduciary Net Position
For the Fiscal Year Ended April 30, 2025

	Police Pension Trust
Additions	
Contributions - Employer	$ 1,386,285
Contributions - Plan Members	335,686
Total Contributions	1,721,971
Investment Income	
Interest Earned	105,729
Net Change in Fair Value	1,547,746
	1,653,475
Less Investment Expenses	(11,765)
Net Investment Income	1,641,710
Total Additions	3,363,681
Deductions	
Administration	9,850
Benefits and Refunds	1,560,154
Total Deductions	1,570,004
Change in Fiduciary Net Position	1,793,677
Net Position Restricted for Pensions	
Beginning	16,897,571
Ending	18,691,248

The notes to the financial statement are an integral part of this statement.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The United City of Yorkville (City) is an Illinois unit of local government. The financial statements include all functions, programs, and activities under control of the City Council. The City's major operations include public safety, public works, library, parks and recreation, community development, water and sewer services, and general administration. The City Council has oversight responsibility for the City, the Public Library and the Park and Recreation Board. Oversight responsibility includes designation of management and all other control over operations of these entities.

The government-wide financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant of the City's accounting policies established in GAAP and used by the City are described below.

REPORTING ENTITY

The City is a municipal corporation governed by an elected mayor and eight-member Aldermen. The accompanying financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units are, in substance, part of the primary government's operations, even though they are legally separate entities. Thus, blended component units are appropriately presented as funds of the primary government. Each discretely presented component unit is reported in a separate column in the government-wide financial statements to emphasize that it is both legally and substantively separate from the government. Management has determined that there is one fiduciary component units that are required to be included in the financial statements of the City as pension trust funds and there are no discretely component units to include in the reporting entity.

Police Pension Employees Retirement System

The City's sworn police employees participate in the Police Pension Employees Retirement System (PPERS). PPERS functions for the benefit of these employees and is governed by a five-member pension board. Two members appointed by the City Mayor, one elected pension beneficiary and two elected police employees constitute the pension board. The participants are required to contribute a percentage of salary as established by state statute and the City is obligated to fund all remaining PPERS costs based upon actuarial valuations. The State of Illinois is authorized to establish benefit levels and the City is authorized to approve the actuarial assumptions used in the determination of contribution levels. Although it is legally separate from the City, the PPERS is reported as if it were part of the primary government because its sole purpose is to provide retirement benefits for the City's police employees. The PPERS is reported as a fiduciary fund, and specifically a pension trust fund, due to the fiduciary responsibility exercised over the PPERS.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION

Government-Wide Statements

The City's basic financial statements include both government-wide (reporting the City as a whole) and fund financial statements (reporting the City's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business-type. The City's public safety, highway and street maintenance and reconstruction, building code enforcement, public improvements, economic development, parks and recreation, planning and zoning, and general administrative services are classified as governmental activities. The City's sewer and water services are classified as business-type activities.

In the government-wide Statement of Net Position, both the governmental and business-type activities columns are: (a) presented on a consolidated basis by column, and (b) reported on a full accrual, economic resource basis, which recognizes all long-term assets/deferred outflows and receivables as well as long-term debt/deferred inflows and obligations.

The City's net position is reported in three parts: net investment in capital assets; restricted; and unrestricted. The City first utilizes restricted resources to finance qualifying activities.

The government-wide Statement of Activities reports both the gross and net cost of each of the City's functions (general government, public safety, highways and streets, etc.) and business-type activities. The functions are supported by general government revenues (property, sales and use taxes, certain intergovernmental revenues, fines, permits and charges for services, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, which include 1) changes to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment.

The net costs (by function or business-type activity) are normally covered by general revenue (property, sales and use taxes, certain intergovernmental revenues, permits and charges for services, etc.).

This government-wide focus is more on the sustainability of the City as an entity and the change in the City's net position resulting from the current year's activities.

Fund Financial Statements

The financial transactions of the City are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprise its assets/deferred outflows, liabilities/deferred inflows, fund balance/net position, revenues and expenditures/expenses. Funds are organized into three major categories: governmental, proprietary, and fiduciary. The emphasis in fund financial statements is on the major funds in either the governmental or business-type activities categories.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Fund Financial Statements – Continued

Nonmajor funds by category are summarized into a single column. GASB Statement No. 34 sets forth minimum criteria (percentage of the assets/deferred outflows, liabilities/deferred inflows, revenues or expenditures/expenses of either fund category or the governmental and enterprise combined) for the determination of major funds. The City electively added funds, as major funds, which either have debt outstanding or a specific community focus. The nonmajor funds are combined in a column in the fund financial statements. A fund is considered major if it is the primary operating fund of the City or meets the following criteria:

> Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type; and
>
> Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of the individual governmental fund or enterprise fund are at least 5 percent of the corresponding total for all governmental and enterprise funds combined.

The various funds are reported by generic classification within the financial statements. The following fund types are used by the City:

Governmental Funds

The focus of the governmental funds' measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The following is a description of the governmental funds of the City:

General Fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund. The General Fund is a major fund.

Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The City maintains eight special revenue funds. The Library Fund, a major fund, is used to account for the activity relating to the Yorkville Public Library. The primary revenue source for the Library Fund is property taxes. The Parks and Recreation Fund, also a major fund, is used to account for the revenues and expenditures associated with Yorkville's Parks and Recreation departments. The primary revenue source for the Parks and Recreation Fund is charges for services.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Fund Financial Statements – Continued

Governmental Funds – Continued

Capital Projects Funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by business-type/proprietary funds). The City maintains three capital projects funds. The Citywide Capital Fund, a major fund, is used to account for financial resources accumulated for maintenance of public infrastructure and to fund new capital improvements that benefit the public. The Buildings and Grounds Fund, also a major fund, is used to account for maintenance of existing and construction of new municipal owned buildings.

Proprietary Funds

The focus of proprietary fund measurement is upon determination of operating income, changes in net position, financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. The following is a description of the proprietary funds of the City:

Enterprise Funds are required to account for operations for which a fee is charged to external users for goods or services and the activity is (a) financed with debt that is solely secured by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges, or (c) establishes fees and charges based on a pricing policy designed to recover similar costs. The City maintains two enterprise funds. The Sewer Fund, a major fund, is used to account for the operation and sewer infrastructure maintenance of the City-owned sewer system, as well as the construction of new sewer systems within City limits. Revenues are generated through user maintenance fees. The Water Fund, also a major fund, is used to account for the operation and water infrastructure maintenance of the City-owned water distribution system, as well as the construction of new water systems. Revenues are generated through charges based on water consumption and user maintenance fees.

Fiduciary Funds

Fiduciary funds are used to report assets held in a trustee or custodial capacity by the City for others and therefore are not available to support City programs. The reporting focus is on net position and changes in net position and is reported using accounting principles similar to proprietary funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Fund Financial Statements – Continued

Fiduciary Funds – Continued

Pension Trust Funds are used to account for assets held in a trustee capacity by the City for pension benefit payments. The Police Pension Fund accounts for the accumulation of resources to pay pension costs. Resources are contributed by police force members at rates fixed by state statutes and by the government through an annual property tax levy.

The City's pension trust fund is presented in the fiduciary fund financial statements. Since by definition these assets are being held for the benefit of a third party (pension participants, etc.) and cannot be used to address activities or obligations of the City, these funds are not incorporated into the government-wide statements.

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

Measurement focus is a term used to describe "which" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied.

Measurement Focus

On the government-wide Statement of Net Position and the Statement of Activities, both governmental and business-type activities are presented using the economic resources measurement focus as defined below.

In the fund financial statements, the "current financial resources" measurement focus or the "economic resources" measurement focus is used as appropriate.

All governmental funds utilize a "current financial resources" measurement focus. Only current financial assets/deferred outflows and liabilities/deferred inflows are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

All proprietary and pension trust funds utilize an "economic resources" measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets/deferred outflows and liabilities/deferred inflows (whether current or noncurrent) associated with their activities are reported. Proprietary and pension trust fund balance is classified as net position.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING – Continued

Basis of Accounting

In the government-wide Statement of Net Position and Statement of Activities, both governmental and business-type activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability/deferred inflow is incurred or economic asset used. Revenues, expenses, gains, losses, assets/deferred outflows, and liabilities/deferred inflows resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under this modified accrual basis of accounting, revenues are recognized when "measurable and available." Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or within sixty days after year-end. The City recognizes property taxes when they become both measurable and available in accordance with GASB Codification Section P70.

A sixty-day availability is generally used for revenue recognition for all other governmental fund revenues. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, except for general obligation bond principal and interest which are recognized when due.

In applying the susceptible to accrual concept under the modified accrual basis, those revenues susceptible to accrual are property taxes, state and utility taxes, franchise taxes, interest revenue, charges for services, and fines and forfeits. All other revenues are not susceptible to accrual because generally they are not measurable until received in cash.

All proprietary and pension trust funds utilize the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND FUND BALANCE/NET POSITION

Cash and Investments

Cash and cash equivalents on the Statement of Net Position are considered to be cash on hand, demand deposits, and cash with fiscal agent. For the purpose of the proprietary funds "Statement of Cash Flows," cash and cash equivalents are considered to be cash on hand, demand deposits, cash with fiscal agent, and all highly liquid investments with an original maturity of three months or less.

Investments are generally reported at fair value. Short-term investments are reported at cost, which approximates fair value. For investments, the City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

Interfund Receivables, Payables and Activity

Interfund activity is reported as loans, services provided, reimbursements or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. All other interfund transactions are treated as transfers. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Receivables

In the government-wide financial statements, receivables consist of all revenues earned at year-end and not yet received. Major receivables balances for governmental activities include property taxes, state and utility taxes, franchise taxes, and grants. Business-type activities report utility charges as their major receivables.

Assets Held for Others

In June of 2004, the City entered into an intergovernmental agreement with Yorkville-Bristol Sanitary District for design and construction of the Rob Roy Creek Interceptor. At the date of completion, the Yorkville-Bristol Sanitary District owns and maintains the Interceptor. All costs associated with the construction of the infrastructure asset are recorded as Assets Held for Others in the City's financial statements. As of April 30, 2025, the balance of this project was $11,091,000 reported in the Sewer Fund. In connection with this project, the City issued General Obligation Alternate Revenue Source Bonds of 2005D in the fiscal year 2006 for $11,300,000, which were refunded in 2008, 2011 and again in 2022. At April 30, 2025, the outstanding balance of the 2022 refunding bonds is $1,320,000. See Note 3 for more information on this long-term debt issue.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND FUND BALANCE/NET POSITION – Continued

Prepaids

Prepaids are valued at cost, which approximates market. The cost of governmental fund-type prepaids are recorded as expenditures when consumed rather than when purchased. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaids in both the government-wide and fund financial statements.

Deferred Outflows/Inflows of Resources

Deferred outflow/inflow of resources represents a consumption/acquisition of net assets that applies to a future period and therefore will not be recognized as an outflow of resources (expense)/inflow of resources (revenue) until that future time.

Capital Assets

Capital assets purchased or acquired with an original cost of $5,000 to $75,000, depending on asset class, (see chart on the following page) or more are reported at historical cost or estimated historical cost. Contributed assets are reported at acquisition value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. General capital assets are long-lived assets of the City as a whole. Infrastructure such as streets, traffic signals and signs are capitalized. In the case of the initial capitalization of general infrastructure assets (i.e., those reported by the governmental activities) the government chose to include all such items regardless of their acquisition date. The valuation basis for general capital assets are historical cost, or where historical cost is not available, estimated historical cost based on replacement costs.

Capital assets in the proprietary funds are capitalized in the fund in which they are utilized. The valuation bases for proprietary fund capital assets are the same as those used for the general capital assets. Donated capital assets are capitalized at acquisition value on the date donated.

Depreciation on all assets is computed and recorded using the straight-line method of depreciation over the following estimated useful lives:

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND FUND BALANCE/NET POSITION – Continued

Capital Assets – Continued

Capital Asset	Capitalized Threshold	Estimated Useful Life
Land	$ 25,000	N/A
Buildings	35,000	10 - 50 Years
Equipment	5,000	5 - 75 Years
Vehicles	5,000	5 - 15 Years
Infrastructure - Street and Storm Sewer	50,000	10 - 75 Years
Infrastructure - Water and Sewer	75,000	10 - 75 Years
Lease Assets - Equipment	40,000	10 - 40 Years

Compensated Absences

The City accrues accumulated unpaid vacation and sick leave, along with associated employee-related costs when earned (or estimated to be earned) by the employee. All vacation and sick leave pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as expenses at the time of issuance.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND FUND BALANCE/NET POSITION – Continued

Net Position

In the government-wide financial statements, net position is classified as net position and displayed in three components:

> Net Investment in Capital Assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
>
> Restricted – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislations.
>
> Unrestricted – All other net position balances that do not meet the definition of "restricted" or "net investment in capital assets."

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumption that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

BUDGETARY INFORMATION

Budgets are adopted on a basis consistent with generally accepted accounting principles. Annual budgets are adopted for all funds, except the Police Pension Fund. All annual appropriations lapse at fiscal year-end. During the year, several supplementary appropriations were necessary. The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- Prior to May 1, the Mayor submits to the City Council the proposed budget for the fiscal year commencing the following May 1. The operating budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted at the City offices to obtain taxpayer comments.
- Prior to May 1, the budget is legally adopted by a vote of the City Council through passage of an ordinance.
- The budget officer is authorized to transfer budgeted amounts between departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.

NOTE 2 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY – Continued

DEFICIT FUNDS BALANCE

The following funds had deficit fund balance as of the date of this report:

Funds	Deficit
Countryside TIF	$ 1,172,915
Downtown TIF	1,315,406

NOTE 3 – DETAIL NOTES ON ALL FUNDS

DEPOSITS AND INVESTMENTS

The City maintains a cash and investment pool that is available for use by all funds except the pension trust fund. Each fund type's portion of this pool is displayed on the financial statements as "cash and investments." In addition, investments are separately held by several of the City's funds. The deposits and investments of the pension trust fund are held separately from those of other funds.

Permitted Deposits and Investments – Statutes authorize the City to make deposits/invest in commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. Agencies, obligations of States and their political subdivisions, credit union shares, repurchase agreements, commercial paper rated within the three highest classifications by at least two standard rating services, the Illinois Funds, the Illinois Public Reserves Investment Management Trust, and the Illinois Trust.

The Illinois Funds is an investment pool managed by the Illinois Public Treasurer's Office which allows governments within the State to pool their funds for investment purposes. The Illinois Funds is not registered with the SEC as an investment company. Investments in Illinois Funds are valued at the share price, the price for which the investment could be sold.

The Illinois Public Reserves Investment Management Trust (IPRIME) is an investment opportunity and cash management service for Illinois Municipal Treasurers acting on behalf of counties, townships, cities, towns, villages, special road districts, public water supply districts, fire protection districts, drainage districts, levee districts, sewer districts, housing authorities, and all other political corporations or subdivisions of the State of Illinois. Participation in IPRIME is voluntary. IPRIME is not registered with the SEC as an Investment Company. Investments in IPRIME are valued at the share price, the price for which the investment could be sold.

The Illinois Trust was established for the purpose of allowing various public agencies including, but not limited to, counties, townships, cities, towns, villages, school districts, housing authorities and public water supply districts, to jointly invest funds in accordance with the Laws of the State of Illinois. Participation in the Illinois Trust is voluntary. The Illinois Trust is not registered with the SEC as an Investment Company. Investments in the Illinois Trust are valued at the share price, the price for which the investment could be sold.

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

City

Deposits. At year-end, the carrying amount of the City's deposits for governmental and business-type activities totaled $8,253,537 and the bank balances totaled $8,552,742.

Investments. The City has the following investment fair values and maturities:

		Investment Maturities (in Years)			
Investment Type	Fair Value	Less Than 1	1 to 5	6 to 10	More Than 10
U.S. Treasuries	$ 25,178,171	25,178,171	-	-	-
Illinois Funds	3,912,195	3,912,195	-	-	-
IPRIME	36,229,741	36,229,741	-	-	-
Illinois Trust	115,561	115,561	-	-	-
	65,435,668	65,435,668	-	-	-

The City has the following recurring fair value measurements as of year-end:

- U.S. Treasuries of $25,178,171 are valued using quoted market prices (Level 1 inputs)
- Illinois Funds, IPRIME, and the Illinois Trust at net asset value per share determined by the pool.

Interest Rate Risk. Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The City's investment policy states that a variety of financial instruments and maturities, properly balanced, will help to insure liquidity and reduce risk or interest rate volatility and loss of principal. The policy does not state specific limits in investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk. Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in management of their own affairs, no for speculation, but for investment, considering the safety of their capital, as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the 'prudent person' standard and shall be applied in the context of managing an overall portfolio. At year-end, the City's investment in U.S. Treasuries are note rated, the Illinois Funds is rated AAAmmf by Fitch, and the City's investment the Illinois Trust and IPRIME are rated AAAm by Standard & Poor's.

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

City – Continued

Concentration Risk. This is the risk of loss attributed to the magnitude of the City's investment in a single issuer. The City's investment policy states that a variety of financial instruments and maturities, properly balanced, will help to insure liquidity and reduce risk or interest rate volatility and loss of principal. Diversifying instruments and maturities will avoid incurring unreasonable risks in the investment portfolio regarding specific security types, issuers or individual financial institutions. The City shall diversify to the best of its ability based on the type of funds invested and the cash flow needs of those funds. The City places no limit on the amount the City may invest in any one issuer. At year-end, the City does not have any investments over 5 percent of the total cash and investment portfolio (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments) over 5 percent of the total cash and investment portfolio.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. The City's investment policy requires that all amounts in excess of any insurance limits be collateralized by approved securities or surety bonds issued by top-rated insurers, having a value of at least 110% of the deposits. Collateral is required as security whenever deposits exceed the insurance limits of the FDIC. Repurchase agreements must also be collateralized in the amount of 105% of the market value of principal and accrued interest. Collateral shall be held at an independent, third-party institution in the name of the City. The third-party institution shall comply with all qualifications and requirements as set forth in the Illinois Complied Statutes 30 ILCS 235/6. At year end, all deposits are collateralized.

For an investment, this is the risk that in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At year-end, the City's investments in the Illinois Funds, the Illinois Trust, and I-PRIME are not subject to custodial credit risk.

Police Pension Fund

The Illinois Police Officers Pension Investment Fund (IPOPIF) is an investment trust fund responsible for the consolidation and fiduciary management of the pension assets of Illinois suburban and downstate police pension funds. IPOPIF was created by Public Act 101-0610, and codified within the Illinois Pension Code, becoming effective January 1, 2020, to streamline investments and eliminate unnecessary and redundant administrative costs, thereby ensuring assets are available to fund pension benefits for the beneficiaries of the participating pension funds. Participation in IPOPIF by Illinois suburban and downstate police pension funds is mandatory. Investments of the Fund are combined in a commingled external investment pool and held by IPOPIF. A schedule of investment expenses is included in IPOPIF's annual comprehensive financial report. For additional information on IPOPIF's investments, please refer to their annual comprehensive financial report, which can be obtained from IPOPIF at 456 Fulton Street, Suite 402 Peoria, Illinois 61602 or at www.ipopif.org.

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Police Pension Fund – Continued

Deposits. The Fund retains all its available cash with one financial institution. Available cash is determined to be that amount which is required for the current expenditures of the Fund. The excess of available cash is required to be transferred to IPOPIF for purposes of the long-term investment for the Fund. At year-end, the carrying amount of the Fund's cash on hand totaled $61,678 and the bank balances totaled $61,678.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the Fund's deposits may not be returned to it. The Fund's investment policy requires all deposits in excess of federally insured limits (other than bank managed money market mutual funds) to be no less than 110% of the fair market value and secured by some form of collateral. The Fund will accept (1) United States Treasury Bills, Notes or Bonds, or (2) United States Government Agency Notes or Bonds as authorized by the Public Funds Investment Act but excluding the government sponsored agencies prohibited by the Department of Insurance. At year-end, the entire amount of the bank balance of deposits was covered by collateral, federal depository or equivalent insurance. The Fund's investment in the Illinois Funds is not subject to custodial credit risk.

Investments. At year-end the Fund has $18,477,570 invested in IPOPIF. The pooled investments consist of the investments as noted in the target allocation table available at www.ipopif.org. Investments in IPOPIF are valued at IPOPIF's share price, which is the price the investment could be sold. There are no unfunded commitments at year-end. The fund may redeem shares with a seven calendar day notice. IPOPIF may, at its sole discretion and based on circumstances, process redemption requests with fewer than a seven calendar day notice. Regular redemptions of the same amount on a particular day of the month may be arranged with IPOPIF. In addition, the Fund has $152,000 invested in the Illinois Funds.

Investment Policy. IPOPIF's current investment policy was adopted by the Board of Trustees on December 17, 2021. IPOPIF is authorized to invest in all investments allowed by Illinois Compiled Statutes (ILCS). The IPOPIF shall not be subject to any of the limitations applicable to investments of pension fund assets currently held by the transferor pension funds under Sections 1-113.1 through 1-113.12 or Article 3 of the Illinois Pension Code.

Rate of Return

At year-end, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 9.68%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LEASES RECEIVABLE

The City is a lessor on the following leases at year end:

Lease	Start Date	End Date	Payments	Interest Rate
Verizon Cell Tower-Wheaton Woods	April 1, 2022	March 31, 2031	$4,490 to $6,145 per month, including interest	4.34%
SprintCom Cell Tower	February 10, 2004	November 9, 2025	$3,064 to $5,701 per month, including interest	4.34%
Verizon Cell Tower-Lehman Crossing	May 1, 2022	November 30, 2031	$2,194 to $2,622 per month, including interest	4.34%
Verizon Cell Tower-Tower Lane	May 1, 2019	April 30, 2036	$3,169 to $5,085 per month, including interest	4.34%

During the fiscal year, the City has recognized $140,275 of lease revenue.

The future principal and interest lease payments as of the year-end were as follows:

Fiscal Year	Governmental Activities		Business-Type Activities	
	Principal	Interest	Principal	Interest
2026	$ 46,629	14,181	52,738	57,474
2027	51,177	12,066	58,158	55,078
2028	56,021	9,752	63,900	52,446
2029	61,186	7,218	69,995	49,548
2030	66,686	4,454	76,445	46,385
2031	66,152	1,433	83,277	42,933
2032	-	-	77,037	39,276
2033	-	-	64,552	36,343
2034	-	-	70,502	33,419
2035	-	-	76,799	30,240
2036	-	-	83,476	26,775
2037	-	-	90,545	23,013
2038	-	-	98,028	18,941
2039	-	-	105,943	14,531
2040	-	-	50,206	11,029
2041	-	-	54,305	8,767
2042	-	-	58,638	6,326
2043	-	-	63,221	3,692
2044	-	-	50,389	917
	347,851	49,104	1,348,154	557,133

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

CAPITAL ASSETS

Governmental Activities

Governmental capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable Capital Assets				
Land	$ 32,626,366	162,400	-	32,788,766
Construction in Progress	10,909,286	9,640,785	11,353,706	9,196,365
	43,535,652	9,803,185	11,353,706	41,985,131
Depreciable Capital Assets				
Buildings	12,930,060	9,400,134	338,311	21,991,883
Equipment	9,997,654	895,778	70,000	10,823,432
Vehicles	4,347,330	2,005,825	110,437	6,242,718
Infrastructure	94,092,265	2,321,978	-	96,414,243
Lease Assets - Equipment	131,184	-	-	131,184
	121,498,493	14,623,715	518,748	135,603,460
Less Accumulated Depreciation				
Buildings	4,763,039	359,871	122,809	5,000,101
Equipment	7,011,538	487,994	70,000	7,429,532
Vehicles	2,812,621	660,019	110,437	3,362,203
Infrastructure	33,031,371	2,549,431	-	35,580,802
Lease Assets - Equipment	37,162	26,232	-	63,394
	47,655,731	4,083,547	303,246	51,436,032
Total Net Depreciable Capital Assets	73,842,762	10,540,168	215,502	84,167,428
Total Net Capital Assets	117,378,414	20,343,353	11,569,208	126,152,559

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

CAPITAL ASSETS – Continued

Governmental Activities – Continued

Depreciation expense was charged to governmental activities as follows:

General Government	$ 153,410
Library	194,856
Parks and Recreation	374,548
Public Safety	262,698
Public Works	3,098,035
	4,083,547

Business-Type Activities

Business-type capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable Capital Assets				
Land	$ 615,376	66,295	-	681,671
Construction in Progress	11,551,344	12,865,996	7,901,100	16,516,240
	12,166,720	12,932,291	7,901,100	17,197,911
Depreciable Capital Assets				
Equipment	20,982,987	650,385	-	21,633,372
Vehicles	900,660	153,889	-	1,054,549
Infrastructure	77,086,883	8,175,703	-	85,262,586
	98,970,530	8,979,977	-	107,950,507
Less Accumulated Depreciation				
Equipment	9,715,338	593,042	-	10,308,380
Vehicles	642,707	93,607	-	736,314
Infrastructure	18,370,437	1,501,757	-	19,872,194
	28,728,482	2,188,406	-	30,916,888
Total Net Depreciable Capital Assets	70,242,048	6,791,571	-	77,033,619
Total Net Capital Assets	82,408,768	19,723,862	7,901,100	94,231,530

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

CAPITAL ASSETS – Continued

Business-Type Activities – Continued

Depreciation expense was charged to business-type activities as follows:

Sewer	$ 845,279
Water	1,343,127
	2,188,406

PROPERTY TAXES

Property taxes for 2024 attach as an enforceable lien on January 1, 2025, on property values assessed as of the same date. Taxes are levied by December of the subsequent fiscal year (by passage of a Tax Levy Ordinance). Tax bills are prepared by the County and are payable in two installments, on or about June 1 and September 1. The County collects such taxes and remits them periodically.

INTERFUND BALANCES

Interfund balances are advances in anticipation of receipts to cover temporary cash shortages. The composition of interfund balances as of the date of this report, is as follows:

Receivable Fund	Payable Fund	Amount
General	Nonmajor Governmental	$ 2,210,892
Nonmajor Governmental	Nonmajor Governmental	223,773
		2,434,665

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

INTERFUND TRANSFERS

Interfund transfers for the year consisted of the following:

Transfers In	Transfers Out	Amount	
Library	General	$ 31,105	(2)
Parks and Recreation	General	2,357,728	(2)
Citywide Capital	General	1,555,416	(2)
Buildings and Grounds	General	387,344	(2)
Sewer	General	1,069,096	(1)
Water	Citywide Capital	104,034	(1)
Water	Sewer	69,525	(1)
		5,574,248	

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them and (2) use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

The purpose of significant interfund transfers are as follows:

- $2,357,728 to the Parks and Recreation Fund to subsidize operations.
- $1,555,416 to the Citywide Capital Fund to fund the construction of current and future roadway projects.
- $387,344 to the Buildings and Grounds Fund to fund current and future City building projects and acquisitions.
- $1,069,096 to the Sewer Fund to finance debt service costs related to the 2022 refunding bond.

LONG-TERM DEBT

Leases Payable

The City has the following leases outstanding at year end:

Lease	Term	Start Date	Payments	Interest Rate
Body Cameras	5 years	December 1, 2022	$25,839 per year	4.34%

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Leases Payable – Continued

The future principal and interest lease payments as of the year-end were as follows:

Fiscal Year	Principal	Interest
2026	$ 23,734	2,105
2027	24,764	1,075
	48,498	3,180

Notes Payable

The City enters into notes payable to provide funds for acquisition of capital assets. Notes payable have been issued for the governmental activities. Notes payable are direct obligations and pledge the full faith and credit of the City. Notes payable currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
Promissory Note of 2019, payable in monthly installments of $71,570, which includes interest at 3.60%, through November 18, 2028.	Vehicle and Equipment	$ 301,625	-	61,581	240,044
Promissory Property Acquisition Note of 2025, payable in annual, interest-free installments of $150,000 through July 25, 2029.	Downtown TIF II	-	900,000	150,000	750,000
		301,625	900,000	211,581	990,044

Illinois Environmental Protection Agency (IEPA) Loans Payable

The City has entered into loan agreements with the IEPA to provide low interest financing for sewer and water improvements. IEPA loans currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
IEPA (L17-1156300) Loan Payable of 2007, due in semi-annual installments of $28,263 to $61,744 including interest at 2.50% through August 9, 2026.	Water	$ 301,186	-	118,235	182,951

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

General Obligation Bonds

The City issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities and infrastructure. General obligation bonds have been issued for both governmental and business-type activities. General obligation bonds issued for business-type activities are reported in the proprietary funds as they are expected to be repaid from proprietary revenues. General obligation bonds are direct obligations and pledge the full faith and credit of the City.

General obligation bonds currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
General Obligation Library Bonds of 2006, due in annual installments of $50,000 to $100,000 plus interest at 4.75% to 4.80% through December 30, 2024.	Library	$ 100,000	-	100,000	-
General Obligation Library Refunding Bonds of 2013, due in annual installments of $155,000 to $730,000 plus interest at 2.00% to 4.00% through December 30, 2024.	Library	730,000	-	730,000	-
General Obligation Refunding Alternate Revenue Source Bonds of 2014, due in annual installments of $230,000 to $270,000 plus interest at 4.00% to 4.30% through December 1, 2029.	Countryside TIF	1,235,000	-	-	1,235,000
General Obligation Alternate Revenue Source Bonds of 2014A, due in annual installments of $135,000 to $300,000 plus interest at 3.00% to 4.00% through December 1, 2033.	Citywide Capital	2,580,000	-	220,000	2,360,000
General Obligation Refunding Alternate Revenue Source Bonds of 2014C, due in annual installments of $120,000 to $140,000 plus interest at 2.00% to 3.00% through December 30, 2024.	Water	135,000	-	135,000	-

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

General Obligation Bonds – Continued

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
General Obligation Alternate Revenue Source Bonds of 2015A, due in annual installments of $100,000 to $475,000 plus interest at 4.00% through December 1, 2034.	Countryside TIF	$ 802,927	-	125,685	677,242
	Water	2,232,073	-	349,315	1,882,758
General Obligation Alternate Revenue Source Bonds of 2021, due in annual installments of $320,000 to $530,000 plus interest at 2.00% to 4.00% through December 30, 2040.	Building and Grounds	7,600,000	-	345,000	7,255,000
General Obligation Refunding Alternate Revenue Source Bonds of 2022, due in annual installments of $1,270,000 to $1,320,000 plus interest at 1.142% through December 1, 2025.	Building and Grounds	510,000	-	255,000	255,000
	Sewer	2,110,000	-	1,045,000	1,065,000
General Obligation Alternate Revenue Source Bonds of 2023A, due in annual installments of $150,000 to $585,000 plus interest at 4.38% to 5.00% through December 30, 2053.	Water	9,985,000	-	150,000	9,835,000
General Obligation Alternate Revenue Source Bonds of 2025A, due in annual installments of $980,000 to $2,045,000 plus interest at 4.125% to 5.000% through December 30, 2050.	Water	-	25,000,000	-	25,000,000
General Obligation Alternate Revenue Source Bonds of 2025B, due in annual installments of $915,000 to $2,580,000 plus interest at 4.125% to 5.000% through December 30, 2048.	Building and Grounds	-	38,650,000	-	38,650,000
		28,020,000	63,650,000	3,455,000	88,215,000

Activity	Beginning Balances	Issuances	Retirements	Ending Balances
Governmental	$ 13,557,927	38,650,000	1,775,685	50,432,242
Business-Type	14,462,073	25,000,000	1,679,315	37,782,758
	28,020,000	63,650,000	3,455,000	88,215,000

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Asset Retirement Obligation

The City has recognized an asset retirement obligation (ARO) and related deferred outflow of resources in connection with its obligation to seal and abandon various water wells and for the demolition of the City's underground storage tanks at the end of their estimated useful lives in accordance with federal, state, and/or local requirements. The ARO was measured using actual historical costs for similar abandonments, adjusted for inflation through the end of the year. The estimated remaining useful lives of the water wells and underground storage ranges between 46 and 81 years.

Non-Commitment Debt

Special service area bonds outstanding as of the date of this report totaled $40,872,000, Kendall Marketplace business district bonds totaled $6,665,000 and Kendall Marketplace sales tax bonds totaled $4,135,000. These bonds are not an obligation of the government and are secured by the levy of an annual tax on the real property within the special service area, business district taxes, or sales taxes, respectively. The government is in no way liable for repayment but is only acting as agent for the property owners in levying/assessing and collecting the tax and forwarding the collections to bondholders.

Legal Debt Margin

Chapter 65, Section 5/8-5-1 of the Illinois Compiled Statutes provides, "…no municipality having a population of less than 500,000 shall become indebted in any manner or for any purpose, to an amount, including existing indebtedness in the aggregate exceeding 8.625% on the value of the taxable property therein, to be ascertained by the last assessment for state and county purposes, previous to the incurring of the indebtedness or, until January 1, 1983, if greater, the sum that is produced by multiplying the municipality's 1978 equalized assessed valuation by the debt limitation percentage in effect on January 1, 1979."

Assessed Valuation - 2024	$ 929,782,768
Legal Debt Limit - 8.625% of Assessed Value	80,193,764
Amount of Debt Applicable to Limit	
Promissory Note of 2019	240,044
Promissory Note of 2025	750,000
Legal Debt Margin	79,203,720

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Long-Term Liability Activity

Changes in long-term liabilities during the fiscal year were as follows:

Type of Debt	Beginning Balances	Additions	Deductions	Ending Balances	Amounts Due within One Year
Governmental Activities					
Compensated Absences	$ 876,595	65,583	-	942,178	188,436
Net Pension Liability - IMRF	780,743	566,411	-	1,347,154	-
Net Pension Liability - Police Pension	12,493,897	-	269,345	12,224,552	-
Total OPEB Liability - RBP	767,221	-	16,915	750,306	32,945
Notes Payable	301,625	900,000	211,581	990,044	213,867
General Obligation Bonds	13,557,927	38,650,000	1,775,685	50,432,242	2,231,889
Plus: Unamortized Premium	428,676	1,534,926	154,889	1,808,713	-
Leases Payable	71,245	-	22,747	48,498	23,734
	29,277,929	41,716,920	2,451,162	68,543,687	2,690,871
Business-Type Activities					
Compensated Absences	116,162	46,575	-	162,737	32,547
Net Pension Liability - IMRF	145,420	146,115	-	291,535	-
Total OPEB Liability - RBP	115,698	7,562	-	123,260	5,412
IEPA Loans Payable	301,186	-	118,235	182,951	121,209
General Obligation Bonds	14,462,073	25,000,000	1,679,315	37,782,758	1,388,111
Plus: Unamortized Premium	159,008	444,201	37,997	565,212	-
Developer Agreements	2,617,902	-	37,500	2,580,402	-
Asset Retirement Obligation	2,783,000	-	-	2,783,000	-
	20,700,449	25,644,453	1,873,047	44,471,855	1,547,279

For the governmental activities, the net pension liabilities and the total OPEB liability are generally liquidated by the General Fund. The Vehicle and Equipment Fund makes payment on the notes payable and leases payable. General obligation bonds are being liquidated by the Library, Countryside TIF, Citywide Capital, and Buildings and Grounds funds. The other obligations are paid by governmental activities.

For the business-type activities, the Sewer and Water Funds liquidate the net pension liability and the total OPEB liability. The Sewer and Water Funds are making payments on the IEPA loans payable, general obligation bonds, and developer agreements. The Water Fund liquidates the asset retirement obligation.

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Debt Service Requirements to Maturity

The annual debt service requirements to maturity, including principal and interest, are as follows:

	Governmental Activities			
	Notes Payable		General Obligation Bonds	
Fiscal Year	Principal	Interest	Principal	Interest
2026	$ 213,867	7,703	2,231,889	1,939,758
2027	216,237	5,333	1,813,212	2,098,665
2028	218,691	2,879	1,900,858	2,019,000
2029	191,249	501	1,978,504	1,933,244
2030	150,000	-	2,076,150	1,843,671
2031	-	-	1,888,796	1,749,265
2032	-	-	1,961,442	1,671,313
2033	-	-	2,044,088	1,590,105
2034	-	-	2,126,734	1,505,191
2035	-	-	1,905,569	1,416,572
2036	-	-	1,895,000	1,336,344
2037	-	-	1,975,000	1,255,994
2038	-	-	2,060,000	1,171,944
2039	-	-	2,150,000	1,083,944
2040	-	-	2,240,000	991,744
2041	-	-	2,335,000	895,344
2042	-	-	1,900,000	794,494
2043	-	-	1,995,000	699,494
2044	-	-	2,090,000	599,744
2045	-	-	2,180,000	513,530
2046	-	-	2,270,000	420,880
2047	-	-	2,365,000	324,406
2048	-	-	2,470,000	220,938
2049	-	-	2,580,000	112,874
Total	990,044	16,416	50,432,242	28,188,458

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Debt Service Requirements to Maturity – Continued

	Business-Type Activities			
	IEPA		General Obligation	
Fiscal	Loan Payable		Bonds	
Year	Principal	Interest	Principal	Interest
2026	$ 121,209	3,821	1,388,111	1,528,345
2027	61,742	774	331,788	1,658,619
2028	-	-	349,142	1,643,647
2029	-	-	366,496	1,627,821
2030	-	-	383,850	1,611,361
2031	-	-	401,204	1,593,967
2032	-	-	418,558	1,575,819
2033	-	-	435,912	1,556,877
2034	-	-	453,266	1,537,141
2035	-	-	1,464,431	1,516,610
2036	-	-	1,300,000	1,445,638
2037	-	-	1,365,000	1,380,638
2038	-	-	1,430,000	1,312,388
2039	-	-	1,500,000	1,240,888
2040	-	-	1,580,000	1,165,888
2041	-	-	1,655,000	1,090,138
2042	-	-	1,730,000	1,010,788
2043	-	-	1,815,000	926,738
2044	-	-	1,910,000	838,542
2045	-	-	1,985,000	759,082
2046	-	-	2,070,000	674,718
2047	-	-	2,160,000	586,744
2048	-	-	2,250,000	492,786
2049	-	-	2,350,000	394,912
2050	-	-	2,450,000	292,686
2051	-	-	2,560,000	185,500
2052	-	-	535,000	73,500
2053	-	-	560,000	50,094
2054	-	-	585,000	25,594
Total	182,951	4,595	37,782,758	29,797,469

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

NET POSITION CLASSIFICATIONS

Net investment in capital assets was comprised of the following as of year-end:

Governmental Activities	
Capital Assets - Net of Accumulated Depreciation	$ 126,152,559
Plus: Unspent Bond Proceeds	36,106,545
Less Capital Related Debt:	
Promissory Note of 2019	(240,044)
Promissory Property Acquisition Note of 2025	(750,000)
General Obligation Refunding Alternate Revenue Source Bonds of 2014	(1,235,000)
General Obligation Refunding Alternate Revenue Source Bonds of 2014A	(2,360,000)
General Obligation Alternate Revenue Source Bonds of 2015A	(677,242)
General Obligation Alternate Revenue Source Bonds of 2021	(7,255,000)
General Obligation Refunding Alternate Revenue Source Bonds of 2022	(255,000)
General Obligation Alternate Revenue Source Bonds of 2025B	(38,650,000)
Leases	(48,498)
Loss on Refunding	12,948
Premium on Debt Issuance	(1,808,713)
Accounts Payable	(1,683,494)
Deposits Payable	(3,735,108)
Net Investment in Capital Assets	103,573,953
Business-Type Activities	
Capital Assets - Net of Accumulated Depreciation	$ 94,231,530
Unspent Bond Proceeds	13,381,018
Less Capital Related Debt:	
IEPA (L17-1156300) Loan Payable of 2007	(182,951)
General Obligation Alternate Revenue Source Bonds of 2015A	(1,882,758)
General Obligation Refunding Alternate Revenue Source Bonds of 2022	(1,065,000)
General Obligation Refunding Alternate Revenue Source Bonds of 2023A	(9,835,000)
General Obligation Alternate Revenue Source Bonds of 2025A	(25,000,000)
Unamortized Premium	(565,212)
Net Investment in Capital Assets	69,081,627

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

FUND BALANCE CLASSIFICATIONS

In the governmental funds' financial statements, the City considers restricted amounts to have been spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. The City first utilizes committed, then assigned and then unassigned fund balance when an expenditure is incurred for purposes for which all three unrestricted fund balances are available.

Nonspendable Fund Balance. Consists of resources that cannot be spent because they are either: a) not in a spendable form; or b) legally or contractually required to be maintained intact.

Restricted Fund Balance. Consists of resources that are restricted to specific purposes, that is, when constraints placed on the use of resources are either: a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or b) imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance. Consists of resources constrained (issuance of an ordinance) to specific purposes by the government itself, using its highest level of decision-making authority, Members of the City Council; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.

Assigned Fund Balance. Consists of amounts that are constrained by Members of the City Council's intent to be used for specific purposes but are neither restricted nor committed. Intent is expressed by a) Members of the City Council itself or b) a body or official to which Members of the City Council has delegated the authority to assign amounts to be used for specific purposes. The City's highest level of decision-making authority is Members of the City Council, who is authorized to assign amounts to a specific purpose.

Unassigned Fund Balance. Consists of residual net resources of a fund that has not been restricted, committed, or assigned within the General Fund and deficit fund balances of other governmental funds.

Minimum Fund Balance Policy. The City's policy states that the General fund should maintain a minimum unrestricted fund balance of no less than 30% of the annual appropriations budget.

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

FUND BALANCE CLASSIFICATIONS – Continued

The following is a schedule of fund balance classifications for the governmental funds as of the date of this report:

		Special Revenue		Capital Projects			
	General	Library	Parks and Recreation	Citywide Capital	Buildings and Grounds	Nonmajor	Totals
Fund Balances							
Nonspendable							
Prepaids	$ 1,128,737	13,855	79,737	-	2,863	-	1,225,192
Restricted							
Library Operations	-	1,266,992	-	-	-	-	1,266,992
Motor Fuel Tax	-	-	-	-	-	403,825	403,825
Special Service Areas	-	-	-	-	-	83,834	83,834
Tax Increment Financing	-	-	-	-	-	221,130	221,130
	-	1,266,992	-	-	-	708,789	1,975,781
Assigned							
Capital Projects	-	-	-	3,430,243	39,491,979	596,223	43,518,445
Parks and Recreation	-	-	167,382	-	-	-	167,382
	-	-	167,382	3,430,243	39,491,979	596,223	43,685,827
Unassigned	11,249,599	-	-	-	-	(2,488,321)	8,761,278
Total Fund Balances	12,378,336	1,280,847	247,119	3,430,243	39,494,842	(1,183,309)	55,648,078

NOTE 4 – OTHER INFORMATION

RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; natural disasters; and injuries to the City's employees. The City has purchased insurance from private insurance companies. Risks covered included certain types of liabilities and bonds. Premiums have been displayed as expenditures/expenses in appropriate funds. There were no significant changes in insurance coverages from the prior year and settlements did not exceed insurance coverage in any of the past three fiscal years.

NOTE 4 – OTHER INFORMATION – Continued

CONTINGENT LIABILITIES

Litigation

From time to time, the City is party to various pending claims and legal proceedings with respect to employment, civil rights, property taxes and other matters. Although the outcome of such matters cannot be forecasted with certainty, it is the opinion of management and the City attorney that the likelihood is remote that any such claims or proceedings will have a material adverse effect on the City's financial position or results of operations.

Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the City expects such amounts, if any, to be immaterial.

COMMITMENTS

Agreements with Developers – Governmental Activities

Under a Development and Annexation Agreement entered into in July of 2000, amended in October of 2001, the City agreed to reimburse eligible costs associated with a development located at Route 47 and Kennedy Road. Eligible costs of $5,977,027 are to be reimbursed from 65% of the sales tax generated in the development. Through April 30, 2025, the City has reimbursed $5,081,626, including $452,177 in the current year. All payments have been recorded as an expenditure of the General Fund.

Under an Annexation Agreement entered into in April of 2006, the City agreed to reimburse eligible costs associated with a development located at Route 47 between Base Line Road and Corneils Road. Eligible costs are to be reimbursed from 55% of City Admissions Taxes collected, limited to a period of ten years. Through April 30, 2025, the City has reimbursed $2,220,320, including $258,037 in the current year. All payments have been recorded as an expenditure of the General Fund. The agreement was amended in April of 2019 to rebate 100% of admissions tax received by the City from the developer for a period of twenty years, until September 2026, and the admissions tax rate was decreased from 5% to 2.75%. The 100% rebate went into effect beginning with the 2013 fiscal year.

Under a Development/Economic Initiative Agreement entered into in January of 2007, the City agreed to reimburse eligible costs associated with a development located at Route 47 and Corneils Road. Eligible costs of $287,392 are to be reimbursed from 50% of the sales tax generated in the development, limited to a period of twenty years. Through April 30, 2025, the City has reimbursed $23,404, including $0 in the current year. All payments have been recorded as an expenditure of the General Fund.

NOTE 4 – OTHER INFORMATION – Continued

COMMITMENTS – Continued

Agreements with Developers – Governmental Activities – Continued

Under a Development Agreement entered into in June of 2007, the City agreed to create a business district in the area around Route 34 and Cannonball Trail. Under the agreement, 50% of sales tax and 100% of the business district tax generated in the district are remitted by the City to an escrow agent to pay the debt service on the Special Service Area Revenue Bonds of 2007. The bonds are secured solely by the pledged revenues and are not obligations of the City and are therefore not recorded on the City's books. All payments have been recorded as an expenditure of the General Fund. Expenditures in the current year were $697,722 for sales taxes and $516,291 in business district taxes.

In February of 2011, the City amended a Development/Economic Initiative Agreement dated April 2007. Under the original agreement, the City agreed to reimburse 20% of eligible costs associated with a development located at Route 47 and Fountainview Drive from 50% of the sales tax generated in the development, limited to a period of twenty years. Under the amended agreement, the City will hold the sales tax rebates in an escrow account until certain land improvements has been completed. Through April 30, 2025, the City is holding $45,253 in escrow, including $8,587 in the current year. All payments have been recorded as an expenditure of the General Fund.

Under development agreements entered into in April 2012, the City agreed to reimburse eligible costs associated with a development located at within the Downtown TIF district. Eligible costs are to be reimbursed from 85% of the incremental property tax and 100% of the business district tax generated in the development, through December 31, 2029. Through April 30, 2025, the City has reimbursed $326,495 in incremental property taxes and $309,195 in business district taxes. Incremental property tax payments have been recorded as an expenditure of the Downtown TIF Fund and the Business District Tax Rebates have been recorded as an expenditure of the General Fund.

Under a development agreement entered into in May 2013, the City agreed to reimburse eligible costs associated with a development located at Route 34 and Route 47 in the Countryside TIF district. Eligible costs are to be reimbursed from 50% of the amusement tax and 100% of the business district tax generated in the development, limited to a period of 10 years. Through April 30, 2025, the City has reimbursed $417,076 in amusement taxes and $357,567 in business district taxes. For the current year, business district rebate expenditures of $73,978 were recorded in the General Fund.

Under a Development/Economic Initiative Agreement entered into in March of 2016, the City agreed to reimburse eligible costs associated with a development located within the Fountainview Subdivision. Eligible costs of $63,350 are to be reimbursed from 50% of the sales tax generated in the development, limited to a period of ten years. Through April 30, 2025, the City has reimbursed $35,935, including $3,540 in the current year. All payments have been recorded as an expenditure of the General Fund.

NOTE 4 – OTHER INFORMATION – Continued

COMMITMENTS – Continued

Agreements with Developers – Governmental Activities – Continued

Under a Development/Economic Initiative Agreement entered into in April of 2019, the City agreed to accept all previously constructed public improvements and complete all remaining infrastructure improvements in the Raintree Subdivision Special Service Area, as stipulated in the agreement. The Developer has acquired certain vacant lots within the Raintree Subdivision, and has further agreed to pay certain impact fees and other contributions towards the City at agreed upon timeframes and complete construction on certain dwelling units. As of April 30, 2025, the City has incurred $97,391 in expenditures, including $0 in the current year, which have been fully reimbursed by the developer.

Under a development agreement entered into in August 2019, the City agreed to reimburse eligible costs associated with the renovation of the historic Kendall County jail. Eligible costs are to be reimbursed from incremental property taxes through 2034. Through April 30, 2025, the City has reimbursed $183,939 in renovation costs and incremental property tax rebates, including $28,175 in the current year, which are recorded as an expenditure of the Downtown TIF II Fund.

Under a development agreement entered into in February 2022, the City agreed to reimburse eligible costs associated with a development located within the Downtown TIF district. Eligible costs are to be reimbursed from 75% of the incremental property taxes generated in the development up to $398,912 or through December 31, 2030. Through April 30, 2025, the City has reimbursed $18,466 in incremental property taxes. For the current year, incremental property tax payment rebate expenditures totaled $13,116 and were recorded in the Downtown TIF Fund.

Agreements with Developers – Business-Type Activities

Under a reimbursement agreement entered into in August of 2003, the City and the developer of the Fox Hill subdivision agreed to reimburse eligible costs associated with the construction and over-sizing of water and sewer infrastructure lines within the area. Eligible costs are to be paid to the developer within twenty years of the agreement. This agreement was amended in April 2006 to include additional costs. Total eligible costs were $807,847, which accrues compounded interest of 5% annually. Interest for a portion of eligible costs was computed back to January 1, 1995. Total interest to date is $1,458,945. The amount recorded as a liability, including interest, as of April 30, 2025 is $2,505,402. Of this amount, 52% is recorded in the Water Fund. The remaining 48% of this amount is recorded in the Sewer Fund.

Hotel/Motel Tax Rebates

All hotels and motels located within the City limits are required to pay a tax of 3% based on the gross rental receipts from the renting, leasing or letting of a hotel or motel room. Proceeds from the hotel/motel tax are remitted to the Aurora Area Convention & Visitors Bureau (AACVB) for the purposes of promoting tourism and conventions within Yorkville, pursuant to State Statute. The City has recorded $144,857 in rebates in the General Fund for the fiscal year ended April 30, 2025.

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS

The City contributes to two defined benefit pension plans, the Illinois Municipal Retirement Fund, a defined benefit agent multiple-employer public employee retirement system and the Police Pension Plan which is a single-employer pension plan. A separate report is issued for the Police Pension Plan and may be obtained by writing to the City at 651 Prairie Pointe Drive, Yorkville, Illinois 60560. IMRF does issue a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole, but not by individual employer. That report may be obtained on-line at www.imrf.org. The benefit, benefit levels, employee contributions, and employer contributions are governed by Illinois Compiled Statutes (ILCS) and can only be amended by the Illinois General Assembly.

The aggregate amounts recognized for the two pension plans are:

	Net Pension Liability	Deferred Outflows	Deferred Inflows	Pension Expense
IMRF	$ 1,638,689	1,217,060	-	1,302,448
Police Pension	12,224,552	1,160,487	611,117	1,169,820
	13,863,241	2,377,547	611,117	2,472,268

Illinois Municipal Retirement (IMRF)

Plan Descriptions

Plan Administration. All employees (other than those covered by the Police Pension Plan) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members. The plan is accounted for on the economic resources' measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized as an expense and liability when due and payable.

Benefits Provided. IMRF has three benefit plans. The vast majority of IMRF members participate in the Regular Plan (RP). The Sheriff's Law Enforcement Personnel (SLEP) plan is for sheriffs, deputy sheriffs, and selected police chiefs. Counties could adopt the Elected County Official (ECO) plan for officials elected prior to August 8, 2011 (the ECO plan was closed to new participants after that date).

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement (IMRF) – Continued

Plan Descriptions – Continued

Benefits Provided – Continued. IMRF provides two tiers of pension benefits. Employees hired ***before*** January 1, 2011, are eligible for Tier 1 benefits. Tier 1 employees are vested for pension benefits when they have at least eight years of qualifying service credit. Tier 1 employees who retire at age 55 (at reduced benefits) or after age 60 (at full benefits) with eight years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any consecutive 48 months within the last 10 years of service, divided by 48. Under Tier 1, the pension is increased by 3% of the original amount on January 1 every year after retirement.

Employees hired ***on or after*** January 1, 2011, are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after ten years of service. Participating employees who retire at age 62 (at reduced benefits) or after age 67 (at full benefits) with ten years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any 96 consecutive months within the last 10 years of service, divided by 96. Under Tier 2, the pension is increased on January 1 every year after retirement, upon reaching age 67, by the *lesser* of:

- 3% of the original pension amount
- or 1/2 of the increase in the Consumer Price Index of the original pension amount.

Plan Membership. As of December 31, 2024, the measurement date, the following employees were covered by the benefit terms:

Inactive Plan Members Currently Receiving Benefits	52
Inactive Plan Members Entitled to but not yet Receiving Benefits	66
Active Plan Members	68
Total	186

Contributions. As set by statute, the City's Regular Plan Members are required to contribute 4.50% of their annual covered salary. The statute requires employers to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. For the year-ended April 30, 2025, the City's contribution was 6.28% of covered payroll.

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement (IMRF) – Continued

Plan Descriptions – Continued

Net Pension Liability. The City's net pension liability was measured as of December 31, 2024. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions. The total pension liability was determined by an actuarial valuation performed, as of December 31, 2024, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	7.25%
Salary Increases	2.85% to 13.75%
Cost of Living Adjustments	2.75%
Inflation	2.25%

For nondisabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using scale MP-2020. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return to the target asset allocation percentage and adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement (IMRF) – Continued

Plan Descriptions – Continued

Actuarial Assumptions – Continued.

Asset Class	Target	Long-Term Expected Real Rate of Return
Fixed Income	24.50%	5.20%
Domestic Equities	33.50%	4.35%
International Equities	18.00%	5.40%
Real Estate	10.50%	6.40%
Blended	12.50%	4.85% - 6.25%
Cash and Cash Equivalents	1.00%	3.60%

Discount Rate

The discount rate used to measure the total pension liability was 7.25%, same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that City contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability/(asset) to changes in the discount rate. The table below presents the net pension liability/(asset) of the City calculated using the discount rate as well as what the City's net pension liability/(asset) would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
Net Pension Liability/(Asset)	$ 4,854,355	1,638,689	(857,934)

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement (IMRF) – Continued

Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at December 31, 2023	$ 19,779,671	18,853,508	926,163
Changes for the Year:			
Service Cost	451,130	-	451,130
Interest on the Total Pension Liability	1,426,842	-	1,426,842
Changes of Benefit Terms	-	-	-
Difference Between Expected and Actual Experience of the Total Pension Liability	744,827	-	744,827
Changes of Assumptions	-	-	-
Contributions - Employer	-	312,813	(312,813)
Contributions - Employees	-	237,962	(237,962)
Net Investment Income	-	2,000,693	(2,000,693)
Benefit Payments, including Refunds of Employee Contributions	(649,317)	(649,317)	-
Other (Net Transfer)	-	(641,195)	641,195
Net Changes	1,973,482	1,260,956	712,526
Balances at December 31, 2024	21,753,153	20,114,464	1,638,689

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended April 30, 2025, the City recognized pension expense of $1,302,448. At April 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement (IMRF) – Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions – Continued

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	$ 860,704	-	860,704
Change in Assumptions	3,978	-	3,978
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	221,326	-	221,326
Total Expenses to be Recognized in Future Periods	1,086,008	-	1,086,008
Pension Contributions Made Subsequent to the Measurement Date	131,052	-	131,052
Total Deferred Amounts Related to IMRF	1,217,060	-	1,217,060

The $131,052 reported as deferred outflows of resources related to pensions resulting from employer contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the reporting year ended April 30, 2026. Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows/ (Inflows) of Resources
2026	$ 537,509
2027	746,539
2028	(65,915)
2029	(132,125)
2030	-
Thereafter	-
Total	1,086,008

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan

Plan Descriptions

Plan Administration. The Police Pension Plan is a single-employer defined benefit pension plan that covers all sworn police personnel. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/3-1) and may be amended only by the Illinois legislature. The City accounts for the Fund as a pension trust fund. The Fund is governed by a five-member pension board. Two members of the Board are appointed by the City Mayor, one member is elected by pension beneficiaries and two members are elected by active police employees.

Plan Membership. At April 30, 2025, the measurement date, membership consisted of the following:

Inactive Plan Members Currently Receiving Benefits	14
Inactive Plan Members Entitled to but not yet Receiving Benefits	7
Active Plan Members	33
Total	54

Benefits Provided. The following is a summary of the Police Pension Plan as provided for in Illinois State Statutes.

The Police Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Covered employees hired before January 1, 2011 (Tier 1), attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit of ½ of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.5 percent of such salary for each additional year of service over 20 years up to 30 years, to a maximum of 75 percent of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a police officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3 percent of the original pension and 3 percent compounded annually thereafter. Covered employees hired on or after January 1, 2011 (Tier 2), attaining the age of 55 or older with 10 or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the police officer during the 48 consecutive months of service within the last 60 months of service in which the total salary was the highest by the number of months of service in that period. Police officer salary for the pension purposes is capped at $106,800, plus the lesser of ½ of the annual change in the Consumer Price Index or 3 percent compounded. The annual benefit shall be increased by 2.5 percent of such a salary for each additional year of service over 20 years up to 30 years to a maximum of 75 percent of such salary. Employees with at least 10 years may retire at or after age 50 and receive a reduced benefit (i.e., ½ percent for each month under 55).

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Plan Descriptions – Continued

Benefits Provided – Continued. The monthly benefit of a Tier 2 police officer shall be increased annually at age 60 on the January 1st after the police officer retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3 percent or ½ of the change in the Consumer Price Index for the proceeding calendar year.

Contributions. Covered employees are required to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The City is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the City to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended April 30, 2025, the City's contribution was 41.47% of covered payroll.

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation performed, as of April 30, 2025, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	7.00%
Salary Increases	Graded by Years of Service
Cost of Living Adjustments	2.50%
Inflation	2.50%

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Actuarial Assumptions – Continued

Mortality rates were based on the PubS-2010 base rates projected generationally using Scale MP2021.

Discount Rate

The discount rate used to measure the total pension liability was 7.00%, the same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that City contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability to changes in the discount rate. The table below presents the net pension liability of the City calculated using the discount rate as well as what the City's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net Pension Liability	$ 17,107,895	12,224,552	8,282,412

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at April 30, 2024	$ 29,391,468	16,897,571	12,493,897
Changes for the Year:			
Service Cost	768,026	-	768,026
Interest on the Total Pension Liability	1,998,247	-	1,998,247
Changes of Benefit Terms	-	-	-
Difference Between Expected and Actual Experience of the Total Pension Liability	328,063	-	328,063
Changes of Assumptions	-	-	-
Contributions - Employer	-	1,386,285	(1,386,285)
Contributions - Employees	-	335,686	(335,686)
Net Investment Income	-	1,641,710	(1,641,710)
Benefit Payments, including Refunds of Employee Contributions	(1,560,154)	(1,560,154)	-
Administrative Expense	(9,850)	(9,850)	-
Net Changes	1,524,332	1,793,677	(269,345)
Balances at April 30, 2025	30,915,800	18,691,248	12,224,552

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended April 30, 2025, the City recognized pension expense of $1,169,820. At April 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions – Continued

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	$ 755,561	(160,999)	594,562
Change in Assumptions	280,009	(450,118)	(170,109)
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	124,917	-	124,917
Total Deferred Amounts Related to Police Pension	1,160,487	(611,117)	549,370

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows/ (Inflows) of Resources
2026	$ 433,701
2027	127,251
2028	(88,078)
2029	(23,702)
2030	9,435
Thereafter	90,763
Total	549,370

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS

General Information about the OPEB Plan

Plan Description. The City's defined benefit OPEB plan, Retiree Benefits Plan (RBP), provides OPEB for all permanent full-time general and public safety employees of the City. RBP is a single-employer defined benefit OPEB plan administered by the City. Article 11 of the State Compiled Statutes grants the authority to establish and amend the benefit terms and financing requirements to the City Board. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

Benefits Provided. RBP provides coverage under the City of Yorkville group health program by contributing the monthly premium to retirees and their dependents.

Plan Membership. As of April 30, 2025, the measurement date, the following employees were covered by the benefit terms:

Inactive Plan Members Currently Receiving Benefits	7
Inactive Plan Members Entitled to but not yet Receiving Benefits	-
Active Plan Members	101
Total	108

Total OPEB Liability

The City's total OPEB liability was measured as of April 30, 2025 and was determined by an actuarial valuation as of that date.

Actuarial Assumptions and Other Inputs. The total OPEB liability in the April 30, 2025 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	3.50%
Salary Increases	3.50%
Discount Rate	5.24%
Healthcare Cost Trend Rates	6.75% for 2025, decreasing 0.25% per year to an ultimate rate of 4.50% for 2033 and later years
Retirees' Share of Benefit-Related Costs	100% of projected health insurance premiums for retirees

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS – Continued

Total OPEB Liability – Continued

Actuarial Assumptions and Other Inputs – Continued. The discount rate was based upon the expected rate of return associated with funded benefits, and unfunded benefits, the 20-year municipal bond rate.

Mortality rates were based on the PubS-2010 table rates projected generationally using Scale MP2021 for Police Officers. For all others, the PubG-2010 table base rates projected generationally using Scale MP2021 was used.

Change in the Total OPEB Liability

	Total OPEB Liability
Balance at April 30, 2024	$ 882,919
Changes for the Year:	
Service Cost	51,828
Interest on the Total Pension Liability	35,586
Changes of Benefit Terms	-
Difference Between Expected and Actual Experience	(9,867)
Changes of Assumptions or Other Inputs	(48,543)
Benefit Payments	(38,357)
Net Changes	(9,353)
Balance at April 30, 2025	873,566

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The discount rate used to measure the total pension liability was 5.24% while the prior valuation used 4.12%. The following presents the total OPEB liability, calculated using the discount rate, as well as what the total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher:

	1% Decrease (4.24%)	Current Discount Rate (5.24%)	1% Increase (6.24%)
Total OPEB Liability	$ 940,500	873,566	810,860

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS – Continued

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the total OPEB liability, calculated using varied Healthcare Trend Rates, as well as what the total OPEB liability would be if it were calculated using a Healthcare Trend Rate that is one percentage point lower or one percentage point higher:

	(Varies)	Healthcare Cost Trend Rates (Varies)	(Varies)
Total OPEB Liability	$ 786,965	873,566	975,743

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended April 30, 2025, the City recognized OPEB expense of $75,134. At April 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	$ 226,984	(237,700)	(10,716)
Change in Assumptions	67,675	(245,775)	(178,100)
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	-	-
Total Deferred Amounts Related to OPEB	294,659	(483,475)	(188,816)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS – Continued

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB – Continued

Fiscal Year	Net Deferred (Inflows) of Resources
2026	$ (12,280)
2027	(12,280)
2028	(12,280)
2029	(12,280)
2030	(12,280)
Thereafter	(127,416)
Total	(188,816)

SUBSEQUENT EVENTS

On June 24, 2025, the City issued an IEPA Loan up to the amount of $18,639,834. Principal and interest are payable semiannually on March 30 and September 30 of each year, commencing September 30, 2027 with an interest rate of 1.87%.

On July 18, 2025, the City issued an IEPA Loan up to the amount of $5,267,284. Principal and interest are payable semiannually on May 14 and November 14 of each year, commencing May 14, 2026 with an interest rate of 1.87%.

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures that are required by the GASB but are not considered a part of the basic financial statements. Such information includes:

- Schedule of Employer Contributions - Last Ten Fiscal Years
  - Illinois Municipal Retirement Fund
  - Police Pension Fund

- Schedule of Changes in the Employer's Net Pension Liability/(Asset) - Last Ten Calendar Years
  - Illinois Municipal Retirement Fund

- Schedule of Changes in the Employer's Net Pension Liability - Last Ten Fiscal Years
  - Police Pension Fund

- Schedule of Investment Returns - Last Ten Fiscal Years
  - Police Pension Fund

- Schedule of Changes in the Employer's Total OPEB Liability
  - Retiree Benefit Plan

- Budgetary Comparison Schedule
  - General Fund
  - Library – Special Revenue Fund
  - Parks and Recreation – Special Revenue Fund

Notes to the Required Supplementary Information

Budgetary Information – Budgets are adopted on a basis consistent with generally accepted accounting principles.

UNITED CITY OF YORKVILLE, ILLINOIS

Illinois Municipal Retirement Fund

Required Supplementary Information
Schedule of Employer Contributions - Last Ten Fiscal Years
April 30, 2025

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2016	$ 311,346	$ 311,346	$ -	$ 2,853,781	10.91%
2017	308,134	308,134	-	2,898,722	10.63%
2018	344,487	344,487	-	3,217,682	10.71%
2019	350,666	350,666	-	3,506,685	10.00%
2020	365,540	365,540	-	3,665,848	9.97%
2021	440,315	440,315	-	4,060,573	10.84%
2022	428,230	428,230	-	4,128,183	10.37%
2023	371,172	371,172	-	4,659,881	7.97%
2024	313,850	313,850	-	4,979,247	6.30%
2025	346,091	346,091	-	5,514,579	6.28%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Aggregate Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	19 Years
Asset Valuation Method	5-Year Smoothed Fair Value
Inflation	2.25%
Salary Increases	2.75% - 13.75%, Including Interest
Investment Rate of Return	7.25%
Retirement Age	Experience-based table of rates that are specific to the type of eligibility condition. Last updated for the 2020 valuation pursuant to an experience study of the period 2017-2019.
Mortality	For non-disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using scale MP-2020. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020.

UNITED CITY OF YORKVILLE, ILLINOIS

Police Pension Fund

Required Supplementary Information
Schedule of Employer Contributions - Last Ten Fiscal Years
April 30, 2025

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2016	$ 722,940	$ 722,940	$ -	$ 2,294,948	31.50%
2017	825,413	825,413	-	2,320,642	35.57%
2018	966,211	966,211	-	2,543,266	37.99%
2019	963,361	963,361	-	2,449,210	39.33%
2020	1,111,484	1,111,484	-	2,631,165	42.24%
2021	1,226,371	1,230,604	4,233	2,744,017	44.85%
2022	1,334,771	1,334,771	-	2,694,486	49.54%
2023	1,320,595	1,334,771	14,176	3,016,544	44.25%
2024	1,378,837	1,378,837	-	3,139,472	43.92%
2025	1,386,265	1,386,285	20	3,343,214	41.47%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	15 Years
Asset Valuation Method	Fair Value
Inflation	2.50%
Salary Increases	Graded by years of service
Investment Rate of Return	7.00%
Retirement Age	Tier 1 - 20% at 50 to 100% at age 65
	Tier 2 - 5% at 50 to 100% at age 65
Mortality	PubS-2010 base rates projected generationally using Scale MP2021

UNITED CITY OF YORKVILLE, ILLINOIS

Illinois Municipal Retirement Fund

Required Supplementary Information
Schedule of Changes in the Employer's Net Pension Liability/(Asset)
April 30, 2025

See Following Page

UNITED CITY OF YORKVILLE, ILLINOIS

Illinois Municipal Retirement Fund

Required Supplementary Information
Schedule of Changes in the Employer's Net Pension Liability/(Asset) - Last Ten Calendar Years
April 30, 2025

	12/31/2015	12/31/2016	12/31/2017
Total Pension Liability			
Service Cost	$ 303,003	317,347	330,734
Interest	764,628	825,222	887,780
Changes in Benefit Terms	-	-	-
Differences Between Expected and Actual Experience	40,167	27,153	132,182
Change of Assumptions	-	-	(449,845)
Benefit Payments, Including Refunds of Member Contributions	(295,309)	(318,792)	(365,819)
Net Change in Total Pension Liability	812,489	850,930	535,032
Total Pension Liability - Beginning	10,191,193	11,003,682	11,854,612
Total Pension Liability - Ending	11,003,682	11,854,612	12,389,644
Plan Fiduciary Net Position			
Contributions - Employer	$ 311,346	308,134	335,204
Contributions - Members	129,289	132,252	139,927
Net Investment Income	49,844	684,949	1,792,699
Benefit Payments, Including Refunds of Member Contributions	(295,309)	(318,792)	(365,819)
Other (Net Transfer)	(289,688)	39,225	(226,729)
Net Change in Plan Fiduciary Net Position	(94,518)	845,768	1,675,282
Plan Net Position - Beginning	9,896,191	9,801,673	10,647,441
Plan Net Position - Ending	9,801,673	10,647,441	12,322,723
Employer's Net Pension Liability/(Asset)	$ 1,202,009	1,207,171	66,921
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	89.08%	89.82%	99.46%
Covered Payroll	$ 2,853,781	2,898,722	3,109,498
Employer's Net Pension Liability/(Asset) as a Percentage of Covered Payroll	42.12%	41.64%	2.15%

Changes of Assumptions. Changes in assumptions related to the discount rate were made in 2015 through 2018 and 2020. Changes in assumptions related to the demographics were made in 2017 and 2023.

12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2023	12/31/2024
316,829	356,154	384,165	376,700	392,560	429,538	451,130
924,525	1,024,674	1,104,694	1,136,979	1,213,553	1,317,571	1,426,842
-	-	-	-	-	-	-
507,597	213,134	(69,685)	189,246	382,869	358,949	744,827
508,408	-	(340,717)	-	-	7,768	-
(442,124)	(499,031)	(509,477)	(749,354)	(559,948)	(585,550)	(649,317)
1,815,235	1,094,931	568,980	953,571	1,429,034	1,528,276	1,973,482
12,389,644	14,204,879	15,299,810	15,868,790	16,822,361	18,251,395	19,779,671
14,204,879	15,299,810	15,868,790	16,822,361	18,251,395	19,779,671	21,753,153
365,769	324,580	429,468	443,761	404,024	318,580	312,813
167,364	172,689	173,017	188,122	227,639	218,538	237,962
(594,987)	2,196,500	1,983,375	2,628,659	(2,103,296)	1,801,266	2,000,693
(442,124)	(499,031)	(509,477)	(749,354)	(559,948)	(585,550)	(649,317)
196,498	(8,647)	(97,125)	(10,755)	152,081	299,149	(641,195)
(307,480)	2,186,091	1,979,258	2,500,433	(1,879,500)	2,051,983	1,260,956
12,322,723	12,015,243	14,201,334	16,180,592	18,681,025	16,801,525	18,853,508
12,015,243	14,201,334	16,180,592	18,681,025	16,801,525	18,853,508	20,114,464
2,189,636	1,098,476	(311,802)	(1,858,664)	1,449,870	926,163	1,638,689
84.59%	92.82%	101.96%	111.05%	92.06%	95.32%	92.47%
3,467,005	3,582,558	3,844,833	3,994,256	4,539,593	4,856,396	5,292,963
63.16%	30.66%	(8.11%)	(46.53%)	31.94%	19.07%	30.96%

UNITED CITY OF YORKVILLE, ILLINOIS

Police Pension Fund

Required Supplementary Information
Schedule of Changes in the Employer's Net Pension Liability - Last Ten Fiscal Years
April 30, 2025

	4/30/2016	4/30/2017	4/30/2018
Total Pension Liability			
Service Cost	$ 576,907	611,857	589,463
Interest	1,097,143	1,283,144	1,349,196
Changes of Benefit Terms	-	-	-
Differences Between Expected and Actual Experience	322,766	123,907	(1,529,007)
Change of Assumptions	1,116,723	(565,454)	498,740
Benefit Payments, Including Refunds of Member Contributions	(443,314)	(469,494)	(501,417)
Administrative Expenses	-	-	-
Net Change in Total Pension Liability	2,670,225	983,960	406,975
Total Pension Liability - Beginning	15,895,133	18,565,358	19,549,318
Total Pension Liability - Ending	18,565,358	19,549,318	19,956,293
Plan Fiduciary Net Position			
Contributions - Employer	$ 722,940	825,413	966,211
Contributions - Members	222,736	234,058	249,421
Contributions - Others	-	32,388	-
Net Investment Income	(30,493)	473,420	421,975
Benefit Payments, Including Refunds of Member Contributions	(443,314)	(469,494)	(501,417)
Administrative Expense	(13,448)	(11,774)	(12,266)
Net Change in Plan Fiduciary Net Position	458,421	1,084,011	1,123,924
Plan Net Position - Beginning	6,422,746	6,881,167	7,965,178
Plan Net Position - Ending	6,881,167	7,965,178	9,089,102
Employer's Net Pension Liability	$ 11,684,191	11,584,140	10,867,191
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	37.06%	40.74%	45.55%
Covered Payroll	$ 2,294,948	2,320,642	2,543,266
Employer's Net Pension Liability as a Percentage of Covered Payroll	509.13%	499.18%	427.29%

4/30/2019	4/30/2020	4/30/2021	4/30/2022	4/30/2023	4/30/2024	4/30/2025
650,245	672,849	745,174	726,664	723,495	747,049	768,026
1,374,562	1,517,322	1,613,488	1,715,607	1,845,726	1,901,622	1,998,247
-	43,601	-	-	-	-	-
105,712	51,301	137,349	278,036	148,948	196,027	328,063
612,775	(54,912)	(97,277)	270,434	(612,496)	-	-
(597,064)	(798,961)	(906,100)	(975,134)	(1,245,047)	(1,310,135)	(1,560,154)
-	-	-	-	(26,932)	(18,753)	(9,850)
2,146,230	1,431,200	1,492,634	2,015,607	833,694	1,515,810	1,524,332
19,956,293	22,102,523	23,533,723	25,026,357	27,041,964	27,875,658	29,391,468
22,102,523	23,533,723	25,026,357	27,041,964	27,875,658	29,391,468	30,915,800
963,361	1,111,484	1,230,604	1,334,771	1,334,771	1,378,837	1,386,285
243,941	269,903	261,904	278,502	381,767	362,223	335,686
-	-	-	-	-	-	-
717,071	(121,161)	3,124,939	(731,141)	83,160	1,474,352	1,641,710
(597,064)	(787,372)	(893,334)	(955,800)	(1,245,047)	(1,310,135)	(1,560,154)
(12,693)	(11,589)	(12,766)	(19,334)	(26,932)	(18,753)	(9,850)
1,314,616	461,265	3,711,347	(93,002)	527,719	1,886,524	1,793,677
9,089,102	10,403,718	10,864,983	14,576,330	14,483,328	15,011,047	16,897,571
10,403,718	10,864,983	14,576,330	14,483,328	15,011,047	16,897,571	18,691,248
11,698,805	12,668,740	10,450,027	12,558,636	12,864,611	12,493,897	12,224,552
47.07%	46.17%	58.24%	53.56%	53.85%	57.49%	60.46%
2,449,210	2,631,165	2,744,017	2,694,486	3,016,544	3,139,472	3,343,214
477.66%	481.49%	380.83%	466.09%	426.47%	397.96%	365.65%

UNITED CITY OF YORKVILLE, ILLINOIS

Police Pension Fund

Required Supplementary Information

Schedule of Investment Returns

April 30, 2025

Fiscal Year	Annual Money-Weighted Rate of Return, Net of Investment Expense
2016	(0.43%)
2017	6.54%
2018	5.09%
2019	7.56%
2020	(1.08%)
2021	26.92%
2022	(4.76%)
2023	(0.91%)
2024	9.54%
2025	9.68%

UNITED CITY OF YORKVILLE, ILLINOIS

Retiree Benefit Plan

Required Supplementary Information
Schedule of Changes in the Employer's Total OPEB Liability
April 30, 2025

See Following Page

UNITED CITY OF YORKVILLE, ILLINOIS

Retiree Benefit Plan

Required Supplementary Information
Schedule of Changes in the Employer's Total OPEB Liability
April 30, 2025

	4/30/2019
Total OPEB Liability	
Service Cost	$ 43,414
Interest	40,335
Changes in Benefit Terms	-
Differences Between Expected and Actual Experience	-
Change of Assumptions or Other Inputs	12,225
Benefit Payments	(122,570)
Net Change in Total OPEB Liability	(26,596)
Total OPEB Liability - Beginning	1,077,271
Total OPEB Liability - Ending	1,050,675
Covered-Employee Payroll	$ 5,675,523
Total OPEB Liability as a Percentage of Covered-Employee Payroll	18.51%

Notes:
This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

Changes of Assumptions. Changes of assumptions related to the discount rate were made in 2019 through 2025.

4/30/2020	4/30/2021	4/30/2022	4/30/2023	4/30/2024	4/30/2025
46,531	62,448	63,305	52,680	52,814	51,828
37,312	29,424	24,995	36,695	31,916	35,586
-	-	-	-	-	-
-	328,449	-	(283,584)	(24,650)	(9,867)
72,122	(136,858)	(112,346)	21,122	(47,465)	(48,543)
(132,377)	(126,246)	(104,947)	(59,096)	-	(38,357)
23,588	157,217	(128,993)	(232,183)	12,615	(9,353)
1,050,675	1,074,263	1,231,480	1,102,487	870,304	882,919
1,074,263	1,231,480	1,102,487	870,304	882,919	873,566
5,874,167	6,432,473	6,657,610	7,482,410	7,744,294	8,842,777
18.29%	19.14%	16.56%	11.63%	11.40%	9.88%

UNITED CITY OF YORKVILLE, ILLINOIS

General Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Revenues			
Taxes	$ 15,974,368	15,974,368	16,718,895
Intergovernmental	4,839,133	4,839,133	4,736,186
Licenses, Permits and Fees	695,000	695,000	777,648
Charges for Services	2,243,973	2,243,973	2,339,000
Fines and Forfeitures	98,400	98,400	90,133
Investment Income	350,000	350,000	549,946
Miscellaneous	68,917	68,917	118,092
Total Revenues	24,269,791	24,269,791	25,329,900
Expenditures			
General Government	6,888,139	7,588,139	6,116,828
Public Safety	7,192,653	7,192,653	7,027,675
Community Development	1,323,325	1,323,325	1,252,511
Public Works	4,573,562	4,573,562	4,471,372
Total Expenditures	19,977,679	20,677,679	18,868,386
Excess (Deficiency) of Revenues Over (Under) Expenditures	4,292,112	3,592,112	6,461,514
Other Financing (Uses)			
Transfers Out	(4,292,112)	(4,292,112)	(5,400,689)
Net Change in Fund Balance	-	(700,000)	1,060,825
Fund Balance - Beginning			11,317,511
Fund Balance - Ending			12,378,336

UNITED CITY OF YORKVILLE, ILLINOIS

Library - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Revenues			
Taxes	$ 1,856,755	1,856,755	1,868,388
Intergovernmental	45,327	45,327	39,975
Licenses, Permits and Fees	50,000	50,000	110,000
Charges for Services	12,500	12,500	14,522
Fines and Forfeitures	1,500	1,500	1,716
Investment Income	15,200	15,200	45,272
Miscellaneous	3,200	3,200	6,959
Total Revenues	1,984,482	1,984,482	2,086,832
Expenditures			
Library	1,180,272	1,180,272	954,823
Capital Outlay	500,000	500,000	235,000
Debt Service			
Principal Retirement	830,000	830,000	830,000
Interest and Fiscal Charges	34,000	34,000	34,000
Total Expenditures	2,544,272	2,544,272	2,053,823
Excess (Deficiency) of Revenues Over (Under) Expenditures	(559,790)	(559,790)	33,009
Other Financing Sources			
Transfers In	28,302	28,302	31,105
Net Change in Fund Balance	(531,488)	(531,488)	64,114
Fund Balance - Beginning			1,216,733
Fund Balance - Ending			1,280,847

UNITED CITY OF YORKVILLE, ILLINOIS

Parks and Recreation - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Revenues			
Charges for Services	$ 740,825	740,825	822,254
Grants and Donations	15,000	15,000	57,677
Investment Income	1,250	1,250	5,030
Miscellaneous	250,844	250,844	316,886
Total Revenues	1,007,919	1,007,919	1,201,847
Expenditures			
Parks and Recreation			
Park Operations	2,077,920	2,077,920	2,075,329
Recreation Operations	1,776,483	1,776,483	1,764,548
Total Expenditures	3,854,403	3,854,403	3,839,877
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,846,484)	(2,846,484)	(2,638,030)
Other Financing Sources			
Transfers In	2,357,728	2,357,728	2,357,728
Net Change in Fund Balance	(488,756)	(488,756)	(280,302)
Fund Balance - Beginning			527,421
Fund Balance - Ending			247,119

OTHER SUPPLEMENTARY INFORMATION

Other supplementary information includes financial statements and schedules not required by the GASB, nor a

Such statements and schedules include:

- Budgetary Comparison Schedules – Major Governmental Funds
- Combining Statements – Nonmajor Governmental Funds
- Budgetary Comparison Schedules – Nonmajor Governmental Funds
- Budgetary Comparison Schedules – Enterprise Funds

MAJOR GOVERNMENTAL FUNDS

GENERAL FUND

The General Fund accounts for all financial resources except those required to be accounted for in another fund.

SPECIAL REVENUE FUNDS

Special Revenue Funds are created to account for the proceeds of specific revenue sources (other than fiduciary funds or capital project funds) that are legally restricted to expenditure for specified purposes.

Library Fund

The Library Fund is used to account for the activity relating to the Yorkville Public Library.

Parks and Recreation Fund

The Parks and Recreation Fund is used to account for the revenues and expenditures associated with the Yorkville Parks and Recreation departments.

CAPITAL PROJECTS FUND

Capital Projects Funds are created to account for all resources used for the acquisition of capital facilities by a governmental unit except those financed by Proprietary Funds.

Citywide Capital Fund

The Citywide Capital Fund is used to account for financial resources accumulated for maintenance of public infrastructure and to fund new capital improvements that benefit the public.

Buildings and Grounds Fund

The Buildings and Grounds Fund is used to account for maintenance of existing and construction of new municipal owned buildings.

UNITED CITY OF YORKVILLE, ILLINOIS

General Fund

Schedule of Revenues - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Taxes			
Property Tax	$ 3,900,313	3,900,313	3,912,307
Sales Tax	4,916,400	4,916,400	5,375,086
Non-Home Rule Sales Tax	3,844,380	3,844,380	4,121,338
Municipal Utility Tax	1,263,340	1,263,340	1,204,680
Excise Tax	169,200	169,200	176,274
Cable TV Franchise Tax	260,000	260,000	213,426
Hotel Tax	170,000	170,000	160,952
Video Gaming Tax	322,875	322,875	324,586
Admissions and Amusement Tax	495,000	495,000	571,034
Business District Tax	607,860	607,860	630,581
Auto Rental Tax	25,000	25,000	28,631
	15,974,368	15,974,368	16,718,895
Intergovernmental			
State Income Taxes	3,682,143	3,682,143	3,826,828
State Use Tax	908,262	908,262	612,039
Cannabis Excise Tax	33,591	33,591	33,396
Township Road and Bridge Tax	120,000	120,000	125,619
Personal Property Replacement Tax	40,937	40,937	24,135
Federal Grants	18,200	18,200	20,384
State Grants	35,000	35,000	92,019
Miscellaneous	1,000	1,000	1,766
	4,839,133	4,839,133	4,736,186
Licenses, Permits and Fees			
Liquor Licenses	86,000	86,000	83,700
Other Licenses	9,000	9,000	13,716
Building Permits	600,000	600,000	680,232
	695,000	695,000	777,648

UNITED CITY OF YORKVILLE, ILLINOIS

General Fund

Schedule of Revenues - Budget and Actual - Continued
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Charges for Services			
Garbage Surcharge	$ 1,855,380	1,855,380	1,917,082
Collection Fees - Sanitary Districts	185,000	185,000	219,654
Administrative Chargeback	193,593	193,593	193,593
Police Special Detail	10,000	10,000	8,671
	2,243,973	2,243,973	2,339,000
Fines and Forfeitures			
Circuit Court Fines	53,000	53,000	52,564
Administrative Adjudication	15,000	15,000	8,689
Police Tows	30,000	30,000	28,500
Other	400	400	380
	98,400	98,400	90,133
Investment Income (Loss)			
Investment Income	350,000	350,000	545,072
Unrealized Gain (Loss)	-	-	4,874
	350,000	350,000	549,946
Miscellaneous			
Reimbursements			
Liability Insurance	5,000	5,000	2,062
Other	21,000	21,000	70,933
Miscellaneous Income	42,917	42,917	45,097
	68,917	68,917	118,092
Total Revenues	24,269,791	24,269,791	25,329,900

UNITED CITY OF YORKVILLE, ILLINOIS

General Fund

Schedule of Expenditures - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
General Government			
Administration	$ 996,863	996,863	967,080
Finance	741,086	741,086	670,765
Administrative Services	5,150,190	5,850,190	4,478,983
	6,888,139	7,588,139	6,116,828
Public Safety			
Police Department	7,192,653	7,192,653	7,027,675
Community Development			
Building and Zoning	1,323,325	1,323,325	1,252,511
Public Works			
Streets Operations	2,710,972	2,710,972	2,561,764
Health and Sanitation	1,862,590	1,862,590	1,909,608
	4,573,562	4,573,562	4,471,372
Total Expenditures	19,977,679	20,677,679	18,868,386

UNITED CITY OF YORKVILLE, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
General Government			
Administration			
Salaries - Mayor	$ 18,288	18,288	18,438
Salaries - Liquor Commissioner	1,000	1,000	1,000
Salaries - Alderman	73,680	73,680	73,230
Salaries - Administration	531,207	531,207	550,660
Part-Time Salaries	20,000	20,000	-
Retirement Plan Contribution	31,362	31,362	33,940
FICA Contribution	45,039	45,039	44,843
Group Health Insurance	88,605	88,605	84,091
Group Life Insurance	549	549	-
Dental Insurance	7,184	7,184	7,930
Vision Insurance	900	900	955
Training and Conferences	17,000	17,000	10,138
Travel and Lodging	10,000	10,000	8,852
Computer Replacement Chargeback	3,624	3,624	8,810
Publishing and Advertising	5,000	5,000	2,906
Printing and Duplicating	3,000	3,000	1,106
Telecommunications	20,000	20,000	9,317
Filing Fees	500	500	-
Codification	10,000	10,000	9,230
Postage and Shipping	1,000	1,000	658
Dues and Subscriptions	26,200	26,200	32,425
Professional Services	15,000	15,000	14,455
Utilities	42,400	42,400	35,188
Rental and Lease Purchase	6,000	6,000	4,395
Office Cleaning	4,325	4,325	4,325
Office Supplies	15,000	15,000	10,188
	996,863	996,863	967,080
Finance			
Salaries and Wages	425,401	425,401	390,724
Retirement Plan Contribution	25,115	25,115	24,008
FICA Contribution	31,560	31,560	28,837
Group Health Insurance	94,447	94,447	66,269
Group Life Insurance	484	484	447

UNITED CITY OF YORKVILLE, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
General Government - Continued			
Finance - Continued			
Dental Insurance	$ 5,869	5,869	5,057
Vision Insurance	757	757	696
Training and Conferences	3,500	3,500	3,110
Auditing Services	32,905	32,905	27,505
Travel and Lodging	750	750	-
Computer Replacement Chargeback	2,973	2,973	4,806
Printing and Duplicating	4,000	4,000	2,692
Telecommunications	3,000	3,000	4,262
Postage and Shipping	2,000	2,000	1,212
Dues and Subscriptions	1,500	1,500	570
Professional Services	95,000	95,000	98,452
Rental and Lease Purchase	5,000	5,000	5,431
Office Cleaning	4,325	4,325	4,325
Office Supplies	2,500	2,500	2,362
	741,086	741,086	670,765
Administrative Services			
Police Special Detail Wages	10,000	10,000	8,671
Unemployment Insurance	25,000	25,000	12,696
Liability Insurance	470,987	470,987	472,050
Group Health Insurance - Retirees	33,790	33,790	31,364
Dental Insurance - Retirees	-	-	89
Vision Insurance - Retirees	-	-	(869)
IDOR Administration Fee	71,081	71,081	75,291
GC Housing Rental Assistance	11,730	11,730	10,272
GIS Consortium Services	151,247	151,247	6,895
KenCom	244,649	244,649	196,726
Information Technology Services	475,000	475,000	360,595
Building and Grounds Chargeback	266,358	266,358	266,358
Corporate Counsel	135,000	135,000	168,364
Litigation Counsel	75,000	75,000	29,200

UNITED CITY OF YORKVILLE, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
General Government - Continued			
Administrative Services - Continued			
Professional Services	$ 38,500	38,500	38,793
Special Counsel	30,000	30,000	12,217
Engineering Services	425,000	425,000	397,351
Kendall Area Transit	27,201	27,201	27,712
Special Census	200,000	900,000	-
Hotel Tax Rebate	153,000	153,000	144,857
Economic Development	189,368	189,368	180,528
City Property Tax Rebate	1,576	1,576	1,534
Sales Tax Rebate	1,215,000	1,215,000	1,162,076
Business District Rebate	595,703	595,703	617,969
Admission Tax Rebate	220,000	220,000	258,037
Bad Debt	5,000	5,000	207
Reimbursable Repairs	5,000	5,000	-
Contingency	75,000	75,000	-
	5,150,190	5,850,190	4,478,983
Total General Government	6,888,139	7,588,139	6,116,828
Public Safety			
Police Department			
Salaries - Police Officers	2,481,593	2,481,593	2,385,920
Salaries - Command Staff	601,808	601,808	615,617
Salaries - Sergeants	633,049	633,049	624,232
Salaries - Police Clerks	185,895	185,895	184,584
Salaries - Crossing Guard	30,000	30,000	3,915
Part-Time Salaries	70,000	70,000	72,807
Overtime	114,000	114,000	122,484
Retirement Plan Contribution	10,975	10,975	11,809
Employer Contribution - Police Pension	1,386,265	1,386,265	1,386,285
FICA Contribution	307,125	307,125	299,054
Group Health Insurance	673,013	673,013	622,904
Group Life Insurance	4,318	4,318	4,200

UNITED CITY OF YORKVILLE, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Public Safety - Continued			
Police Department - Continued			
Dental Insurance	$ 51,276	51,276	48,817
Vision Insurance	6,442	6,442	6,143
Tuition Reimbursement	9,650	9,650	12,060
Police Commission	11,200	11,200	12,628
Training and Conferences	27,000	27,000	43,577
Training Coordinator Services	52,000	52,000	54,373
Travel and Lodging	12,900	12,900	12,690
Vehicle and Equipment Chargeback	152,078	152,078	155,714
Computer Replacement Chargeback	3,624	3,624	4,806
Printing and Duplicating	4,400	4,400	4,775
Telecommunications	43,000	43,000	39,849
Postage and Shipping	1,100	1,100	742
Dues and Subscriptions	12,000	12,000	10,279
Professional Services	46,000	46,000	39,865
Adjudication Services	18,800	18,800	12,701
New World Live Scan	2,000	2,000	1,995
Kendall Co. - Juvenile Probation	6,600	6,600	6,722
Rental and Lease Purchase	10,000	10,000	8,977
Office Cleaning	12,422	12,422	12,422
Outside Repair and Maintenance	60,000	60,000	63,761
Wearing Apparel	15,000	15,000	13,852
Office Supplies	4,500	4,500	4,450
Operating Supplies	17,000	17,000	22,651
Community Services	3,500	3,500	3,842
Ballistic Vests	6,400	6,400	5,760
Gasoline	97,720	97,720	82,479
Ammunition	8,000	8,000	7,934
Total Public Safety	7,192,653	7,192,653	7,027,675

UNITED CITY OF YORKVILLE, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Community Development			
Building and Zoning			
Salaries and Wages	$ 802,901	802,901	809,236
Part-Time Salaries	-	-	6,000
Retirement Plan Contribution	47,403	47,403	50,013
FICA Contribution	60,043	60,043	60,602
Group Health Insurance	138,471	138,471	116,234
Group Life Insurance	916	916	897
Dental Insurance	11,321	11,321	10,567
Vision Insurance	1,464	1,464	1,368
Training and Conferences	7,850	7,850	3,084
Travel and Lodging	7,000	7,000	2,434
Computer Replacement Chargebacks	3,150	3,150	8,010
Publishing and Advertising	2,500	2,500	1,424
Printing and Duplicating	3,000	3,000	320
Telecommunications	7,500	7,500	8,546
Postage and Shipping	500	500	328
Inspections	145,000	145,000	52,200
Dues and Subscriptions	4,000	4,000	1,661
Professional Services	30,000	30,000	74,972
Rental and Lease Purchase	9,000	9,000	10,771
Vehicle Maintenance Services	4,725	4,725	5,919
Office Cleaning	2,381	2,381	2,381
Office Supplies	2,500	2,500	2,133
Operating Supplies	21,000	21,000	15,499
Gasoline	10,700	10,700	7,912
Total Community Development	1,323,325	1,323,325	1,252,511
Public Works			
Streets Operations			
Salaries and Wages	909,659	909,659	707,725
Part-Time Salaries	40,000	40,000	1,300
Overtime	30,000	30,000	12,042

UNITED CITY OF YORKVILLE, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Public Works - Continued			
Streets Operations - Continued			
Retirement Plan Contribution	$ 55,477	55,477	44,409
FICA Contribution	72,699	72,699	54,151
Group Health Insurance	220,948	220,948	150,376
Group Life Insurance	1,099	1,099	968
Dental Insurance	17,032	17,032	11,882
Vision Insurance	2,294	2,294	1,499
Training and Conferences	10,000	10,000	2,888
Travel and Lodging	3,000	3,000	145
Vehicle and Equipment Chargeback	941,887	941,887	1,176,032
Computer Replacement Chargeback	2,802	2,802	4,806
Traffic Signal Maintenance	60,000	60,000	68,360
Telecommunications	13,700	13,700	6,472
Mosquito Control	7,774	7,774	7,648
Tree and Stump Removal	30,000	30,000	30,479
Professional Services	30,000	30,000	5,660
Julie Services	4,500	4,500	2,717
Rental and Lease Purchase	10,000	10,000	6,316
Office Cleaning	1,801	1,801	1,801
Vehicle Maintenance Services	80,000	80,000	114,841
Wearing Apparel	8,000	8,000	9,208
Operating Supplies	20,000	20,000	13,029
Vehicle Maintenance Supplies	35,000	35,000	34,608
Small Tools and Equipment	25,000	25,000	9,637
Repair and Maintenance	45,000	45,000	37,162
Julie Supplies	1,200	1,200	983
Gasoline	32,100	32,100	44,620
	2,710,972	2,710,972	2,561,764
Health and Sanitation			
Garbage Services	$ 1,854,310	1,854,310	1,900,344
Leaf Pickup	8,280	8,280	9,264
	1,862,590	1,862,590	1,909,608
Total Public Works	4,573,562	4,573,562	4,471,372
Total Expenditures	19,977,679	20,677,679	18,868,386

UNITED CITY OF YORKVILLE, ILLINOIS

Library - Special Revenue Fund

Schedule of Revenues - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Taxes			
Property Tax	$ 1,856,755	1,856,755	1,868,388
Intergovernmental			
Personal Property Replacement Tax	13,566	13,566	7,998
Grants	31,761	31,761	31,977
	45,327	45,327	39,975
Licenses, Permits and Fees			
Development Fees	50,000	50,000	110,000
Charges for Services			
Library Subscription Cards	10,000	10,000	11,311
Program Fees	-	-	540
Copy Fees	2,500	2,500	2,671
	12,500	12,500	14,522
Fines and Forfeitures	1,500	1,500	1,716
Investment Income	15,200	15,200	45,272
Miscellaneous			
Rental Income	200	200	1,605
Miscellaneous Income	3,000	3,000	5,354
	3,200	3,200	6,959
Total Revenues	1,984,482	1,984,482	2,086,832

UNITED CITY OF YORKVILLE, ILLINOIS

Library - Special Revenue Fund

Schedule of Expenditures - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Library			
Salaries and Wages	$ 305,573	305,573	303,631
Part-Time Salaries	186,000	186,000	168,718
Retirement Plan Contribution	19,635	19,635	18,622
FICA Contribution	36,497	36,497	34,858
Group Health Insurance	103,057	103,057	97,159
Group Life Insurance	600	600	600
Dental Insurance	7,450	7,450	7,450
Vision Insurance	940	940	940
Unemployment Insurance	1,500	1,500	774
Administrative Chargeback	15,825	15,825	15,825
Liability Insurance	26,802	26,802	30,331
Training and Conferences	2,000	2,000	1,149
Travel and Lodging	2,000	2,000	1,205
Publishing and Advertising	2,000	2,000	2,208
Telecommunications	8,500	8,500	8,285
Postage and Shipping	1,500	1,500	1,162
Building and Grounds Chargeback	8,091	8,091	8,091
Dues and Subscriptions	20,000	20,000	14,325
Professional Services	105,000	105,000	51,610
Legal Services	3,000	3,000	1,508
Automation	26,000	26,000	20,109
Utilities	26,202	26,202	19,585
Office Cleaning	25,400	25,400	24,648
Outside Repair and Maintenance	130,000	130,000	41,785
Paying Agent Fees	2,100	2,100	2,828
Office Supplies	7,000	7,000	2,158
Operating Supplies	5,000	5,000	4,550
Custodial Supplies	7,000	7,000	4,215
Computer Equipment and Software	36,000	36,000	13,979
Library Programming	2,000	2,000	394
Employee Recognition	600	600	262
Audio Books	3,500	3,500	3,469
DVD's and CD's	3,500	3,500	1,604
Books	50,000	50,000	46,786
Total Library	1,180,272	1,180,272	954,823

UNITED CITY OF YORKVILLE, ILLINOIS

Library - Special Revenue Fund

Schedule of Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Capital Outlay			
Building Improvements	$ 500,000	500,000	235,000
Debt Service			
Principal Retirement	830,000	830,000	830,000
Interest and Fiscal Charges	34,000	34,000	34,000
Total Debt Service	864,000	864,000	864,000
Total Expenditures	2,544,272	2,544,272	2,053,823

UNITED CITY OF YORKVILLE, ILLINOIS

Parks and Recreation - Special Revenue Fund

Schedule of Revenues - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Charges for Services			
Fees for Programs	$ 675,000	675,000	745,174
Library Chargeback	15,825	15,825	15,825
Concessions	50,000	50,000	61,255
Total Charges for Services	740,825	740,825	822,254
Grants and Donations			
Sponsorships and Donations	15,000	15,000	57,677
Investment Income	1,250	1,250	5,030
Miscellaneous			
Rental Income	88,844	88,844	31,399
Hometown Days Revenue	150,000	150,000	186,355
Reimbursements	-	-	7,316
Lease Income	-	-	68,055
Miscellaneous Income	12,000	12,000	23,761
Total Miscellaneous	250,844	250,844	316,886
Total Revenue	1,007,919	1,007,919	1,201,847

UNITED CITY OF YORKVILLE, ILLINOIS

Parks and Recreation - Special Revenue Fund

Schedule of Expenditures - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Parks and Recreation			
Park Operations			
Salaries and Wages	$ 916,332	916,332	869,907
Part Time Salaries	90,000	90,000	88,848
Overtime	15,000	15,000	7,234
Retirement Plan Contribution	55,978	55,978	55,442
FICA Contribution	75,659	75,659	73,226
Group Health Insurance	234,441	234,441	147,419
Group Life Insurance	1,357	1,357	1,240
Dental Insurance	17,854	17,854	13,126
Vision Insurance	2,205	2,205	1,658
Training and Conferences	25,000	25,000	18,965
Travel and Lodging	3,000	3,000	255
Vehicle and Equipment Chargeback	330,774	330,774	480,774
Computer Replacement Chargeback	1,200	1,200	3,202
Telecommunications	10,000	10,000	11,046
Professional Services	12,500	12,500	9,754
Rental and Lease Purchase	9,426	9,426	8,605
Office Cleaning	2,704	2,704	3,128
Outside Repairs and Maintenance	40,000	40,000	32,563
Wearing Apparel	9,500	9,500	11,869
Operating Supplies	30,000	30,000	31,017
Small Tools and Equipment	8,000	8,000	9,881
Repairs and Maintenance	71,000	71,000	75,968
Athletic Fields and Equipment	55,000	55,000	73,133
Gasoline	60,990	60,990	47,069
Total Park Operations	2,077,920	2,077,920	2,075,329
Recreation Operations			
Salaries and Wages	597,912	597,912	580,063
Part Time Salaries	25,000	25,000	27,189
Concession Wages	17,000	17,000	20,388
Preschool Wages	53,000	53,000	71,140
Instructor Wages	50,000	50,000	49,740
Retirement Plan Contribution	39,014	39,014	36,027
FICA Contribution	55,165	55,165	56,493

UNITED CITY OF YORKVILLE, ILLINOIS

Parks and Recreation - Special Revenue Fund

Schedule of Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Parks and Recreation - Continued			
Recreation Operations - Continued			
Group Health Insurance	$ 143,278	143,278	110,882
Group Life Insurance	1,039	1,039	869
Dental Insurance	10,290	10,290	9,158
Vision Insurance	1,338	1,338	1,175
Training and Conferences	6,000	6,000	5,806
Travel and Lodging	3,000	3,000	5,616
Computer Replacement Chargeback	1,862	1,862	2,403
Publishing and Advertising	55,000	55,000	7,039
Telecommunications	16,000	16,000	19,315
Scholarships	2,000	2,000	-
Postage and Shipping	3,000	3,000	3,308
Dues and Subscriptions	4,000	4,000	3,450
Professional Services	150,000	150,000	162,665
Utilities	10,070	10,070	17,032
Rental and Lease Purchase	6,000	6,000	4,050
Office Cleaning	19,515	19,515	17,727
Outside Repairs and Maintenance	10,000	10,000	298
Wearing Apparel	4,000	4,000	4,250
Hometown Days Expenditures	150,000	150,000	171,860
Program Supplies	280,000	280,000	303,794
Concession Supplies	23,000	23,000	35,725
Office Supplies	3,000	3,000	2,733
Operating Supplies	35,000	35,000	33,922
Repairs and Maintenance	2,000	2,000	431
Total Recreation Operations	1,776,483	1,776,483	1,764,548
Total Expenditures	3,854,403	3,854,403	3,839,877

UNITED CITY OF YORKVILLE, ILLINOIS

Citywide Capital - Capital Projects Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Revenues			
Intergovernmental			
Grants	$ 277,250	321,250	425,562
Licenses, Permits and Fees			
Development Fees	3,000	3,000	35,003
Road Contribution Fees	100,000	100,000	84,000
Charges for Services			
Road Infrastructure Fees	929,575	929,575	941,054
Investment Income	20,000	20,000	46,614
Miscellaneous			
Reimbursements	1,250,518	1,250,518	1,112,594
Total Revenues	2,580,343	2,624,343	2,644,827
Expenditures			
Public Works	327,200	327,200	300,978
Capital Outlay	6,885,000	6,940,000	5,836,229
Debt Service			
Principal Retirement	220,000	220,000	220,000
Interest and Fiscal Charges	97,213	97,213	97,213
Total Expenditures	7,529,413	7,584,413	6,454,420
Excess (Deficiency) of Revenues Over (Under) Expenditures	(4,949,070)	(4,960,070)	(3,809,593)
Other Financing Sources (Uses)			
Transfers In	449,642	449,642	1,555,416
Transfers Out	(104,034)	(104,034)	(104,034)
	345,608	345,608	1,451,382
Net Change in Fund Balance	(4,603,462)	(4,614,462)	(2,358,211)
Fund Balance - Beginning			5,788,454
Fund Balance - Ending			3,430,243

UNITED CITY OF YORKVILLE, ILLINOIS

Citywide Capital - Capital Projects Fund

Schedule of Expenditures - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Public Works			
Street Lighting and Signs	$ 147,200	147,200	138,681
Sidewalk and Street Lighting Supplies	70,000	70,000	79,830
Professional Services	5,000	5,000	-
Engineering Services	90,000	90,000	78,230
Asphalt Patching	10,000	10,000	4,157
Bad Debt	5,000	5,000	80
Total Public Works	327,200	327,200	300,978
Capital Outlay			
Fox Hill Improvements	30,000	30,000	21,018
US 34 (Center/Eldamain Road) Project	107,000	107,000	-
Road To Better Roads Program	4,622,000	4,622,000	4,816,965
Bristol Bridge Road	13,000	13,000	-
Drainage District Improvement	275,000	275,000	419,595
RT 47 Improvements (Kennedy/Water Park Way)	180,000	180,000	-
Kennedy Road (Emerald Lane/Freedom)	125,000	125,000	35,737
Sidewalk Replacement Program	200,000	200,000	165,484
RT 47 & RT 71 Improvements (RT71/Freedom)	90,000	90,000	-
Tree Replacement Program	30,000	30,000	5,300
Faxon Road & Beecher Road Improvement	-	-	253,183
RT 71 (RT47/Orchard Road) Project	26,000	26,000	-
Whispering Meadows - Storm Sewer	-	-	1,593
Prairie Pointe Pedestrian Bridge	50,000	50,000	-
RT 47 Improvements (RT 30/Water Park Way)	150,000	150,000	-
Quiet Zone Projects	-	-	9,133
Corneils Road Improvements	90,000	90,000	50,000
Kennedy Road (Freedom Place)	835,000	835,000	9,227
Van Emmon Street Improvements	10,000	65,000	37,073
Bristol Bay Subdivison	52,000	52,000	11,921
Total Capital Outlay	6,885,000	6,940,000	5,836,229

UNITED CITY OF YORKVILLE, ILLINOIS

Citywide Capital - Capital Projects Fund

Schedule of Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Debt Service			
Principal Retirement	$ 220,000	220,000	220,000
Interest and Fiscal Charges	97,213	97,213	97,213
Total Debt Service	317,213	317,213	317,213
Total Expenditures	7,529,413	7,584,413	6,454,420

UNITED CITY OF YORKVILLE, ILLINOIS

Buildings and Grounds - Capital Projects Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Revenues			
Licenses, Permits and Fees			
Development Fees	$ 30,000	30,000	181,327
Charges for Services			
Buildings and Grounds Chargeback	320,039	320,039	320,039
Investment Income	600,000	600,000	324,499
Miscellaneous	514,408	514,408	444
Total Revenues	1,464,447	1,464,447	826,309
Expenditures			
Public Works	490,087	490,087	431,897
Capital Outlay	8,542,000	35,832,000	2,898,266
Debt Service			
Principal Retirement	600,000	600,000	600,000
Interest and Fiscal Charges	1,705,874	1,705,874	379,204
Total Expenditures	11,337,961	38,627,961	4,309,367
Excess (Deficiency) of Revenues Over (Under) Expenditures	(9,873,514)	(37,163,514)	(3,483,058)
Other Financing Sources			
Disposal of Capital Assets	405,000	405,000	-
Debt Issuance	39,210,000	39,210,000	38,650,000
Premium on Debt Issuance	1,184,017	1,184,017	1,534,926
Transfers In	1,124,694	1,124,694	387,344
	41,923,711	41,923,711	40,572,270
Net Change in Fund Balance	32,050,197	4,760,197	37,089,212
Fund Balance - Beginning			2,405,630
Fund Balance - Ending			39,494,842

UNITED CITY OF YORKVILLE, ILLINOIS

Buildings and Grounds - Capital Projects Fund

Schedule of Expenditures - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Public Works			
Salaries and Wages	$ 169,331	169,331	164,875
Overtime	1,000	1,000	343
Retirement Plan Contribution	10,056	10,056	10,249
FICA Contribution	12,827	12,827	12,573
Group Health Insurance	25,221	25,221	30,569
Group Life Insurance	248	248	253
Dental Insurance	3,016	3,016	3,016
Vision Insurance	388	388	388
Computer Replacement Chargeback	-	-	1,602
Telecommunications	1,500	1,500	1,080
Property and Building Maintenance Services	195,000	195,000	110,744
Professional Services	5,000	5,000	2,952
Wearing Apparel	1,500	1,500	1,318
Property and Building Maintenance Supplies	65,000	65,000	91,935
Total Public Works	490,087	490,087	431,897
Capital Outlay			
Property Acquisition	1,750,000	1,750,000	-
Building Improvements	82,000	82,000	65,530
City Hall Improvements	-	-	17,498
Public Works Facility	6,710,000	34,000,000	2,815,238
Total Capital Outlay	8,542,000	35,832,000	2,898,266
Debt Service			
Principal Retirement	600,000	600,000	600,000
Interest and Fiscal Charges	1,705,874	1,705,874	379,204
Total Debt Service	2,305,874	2,305,874	979,204
Total Expenditures	11,337,961	38,627,961	4,309,367

NONMAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENTS

UNITED CITY OF YORKVILLE, ILLINOIS

Nonmajor Governmental Funds

Combining Balance Sheet
April 30, 2025

	Special Revenue	Capital Projects Vehicle and Equipment	Totals
ASSETS			
Cash and Investments	$ 257,587	1,641,149	1,898,736
Receivables - Net of Allowances			
Accounts	-	2,809	2,809
Other Taxes	231,924	-	231,924
Due from Other Funds	223,773	-	223,773
Total Assets	713,284	1,643,958	2,357,242
LIABILITIES			
Accounts Payable	58,151	30,601	88,752
Due to Other Funds	2,434,665	-	2,434,665
Deposit Payable	-	989,534	989,534
Other Payables	-	27,600	27,600
Total Liabilities	2,492,816	1,047,735	3,540,551
FUND BALANCES			
Restricted	708,789	-	708,789
Assigned	-	596,223	596,223
Unassigned	(2,488,321)	-	(2,488,321)
Total Fund Balances	(1,779,532)	596,223	(1,183,309)
Total Liabilities, Deferred Inflows of Resources and Fund Balances	713,284	1,643,958	2,357,242

UNITED CITY OF YORKVILLE, ILLINOIS

Nonmajor Governmental Funds

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
For the Fiscal Year Ended April 30, 2025

	Special Revenue	Capital Projects Vehicle and Equipment	Totals
Revenues			
Taxes	$ 713,371	-	713,371
Intergovernmental	1,127,359	-	1,127,359
Licenses, Permits and Fees	-	140,250	140,250
Charges for Services	-	1,861,627	1,861,627
Fines and Forfeitures	-	10,060	10,060
Investment Income	16,355	-	16,355
Miscellaneous	1,326	23,749	25,075
Total Revenues	1,858,411	2,035,686	3,894,097
Expenditures			
General Government	186,694	48,057	234,751
Public Safety	-	36,758	36,758
Public Works	117,321	171	117,492
Capital Outlay	1,934,856	2,870,723	4,805,579
Debt Service			
Principal Retirement	275,685	84,328	360,013
Interest and Fiscal Charges	83,765	13,081	96,846
Total Expenditures	2,598,321	3,053,118	5,651,439
Excess (Deficiency) of Revenues Over (Under) Expenditures	(739,910)	(1,017,432)	(1,757,342)
Other Financing Sources			
Disposal of Capital Assets	175,604	32,000	207,604
Debt Issuance	900,000	-	900,000
	1,075,604	32,000	1,107,604
Net Change in Fund Balances	335,694	(985,432)	(649,738)
Fund Balances - Beginning	(2,115,226)	1,581,655	(533,571)
Fund Balances - Ending	(1,779,532)	596,223	(1,183,309)

NONMAJOR SPECIAL REVENUE FUNDS

Special Revenue Funds are created to account for the proceeds of specific revenue sources (other than fiduciary funds or capital project funds) that are legally restricted to expenditure for specified purposes.

Fox Hill Special Service Area Fund

The Fox Hill Special Service Area Fund is used to account for the revenues and expenditures associated with the maintenance of the common areas of the Fox Hill Estates subdivision.

Sunflower Special Service Area Fund

The Sunflower Special Service Fund is used to account for revenues and expenditures associated with the maintenance of the common areas of the Sunflower Estates subdivision.

Motor Fuel Tax Fund

The Motor Fuel Tax Fund is used to account for allotments of motor fuel taxes from the State of Illinois made on per capita basis. These taxes are to be used to construct and maintain streets and to purchase roadway salt.

Countryside TIF Fund

The Countryside TIF Fund is used to account for the accumulation of monies for the payment of the 2014 General Refunding Obligation Bond Series and 2015A General Obligation Refunding Bond Series. These bonds were issued to refund the 2005 General Obligation Bond Series, which were issued to finance retail development at Countryside Center.

Downtown TIF Fund

The Downtown TIF Fund is used to account for revenues and expenditures associated with the development activities of the downtown area located primarily along Hydraulic Avenue, Illinois Route 47 and Benjamin Street within Yorkville's historic commercial core.

Downtown TIF II Fund

The Downtown TIF II Fund is used to account for revenues and expenditures associated with the development activities of the downtown area located primarily south of Hydraulic Avenue and just north of Washington Street, between White Oak Estate to the west and Benjamin Street to the east.

UNITED CITY OF YORKVILLE, ILLINOIS

Nonmajor Governmental - Special Revenue Funds

Combining Balance Sheet
April 30, 2025

See Following Page

UNITED CITY OF YORKVILLE, ILLINOIS

Nonmajor Governmental - Special Revenue Funds

Combining Balance Sheet
April 30, 2025

	Fox Hill Special Service Area	Sunflower Special Service Area
ASSETS		
Cash and Investments	$ 63,659	22,027
Receivables - Net of Allowances		
Other Taxes	-	-
Due from Other Funds	-	-
Total Assets	63,659	22,027
LIABILITIES		
Accounts Payable	952	900
Due to Other Funds	-	-
Total Liabilities	952	900
FUND BALANCES		
Restricted	62,707	21,127
Unassigned	-	-
Total Fund Balances	62,707	21,127
Total Liabilities and Fund Balances	63,659	22,027

Motor Fuel Tax	Countryside TIF	Downtown TIF	Downtown TIF II	Totals
171,901	-	-	-	257,587
231,924	-	-	-	231,924
-	-	-	223,773	223,773
403,825	-	-	223,773	713,284
-	-	53,656	2,643	58,151
-	1,172,915	1,261,750	-	2,434,665
-	1,172,915	1,315,406	2,643	2,492,816
403,825	-	-	221,130	708,789
-	(1,172,915)	(1,315,406)	-	(2,488,321)
403,825	(1,172,915)	(1,315,406)	221,130	(1,779,532)
403,825	-	-	223,773	713,284

UNITED CITY OF YORKVILLE, ILLINOIS

Nonmajor Governmental - Special Revenue Funds

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
For the Fiscal Year Ended April 30, 2025

	Fox Hill Special Service Area	Sunflower Special Service Area
Revenues		
Taxes	$ 24,030	21,026
Intergovernmental	-	-
Investment Income	-	-
Miscellaneous	-	-
Total Revenues	24,030	21,026
Expenditures		
General Government	-	-
Public Works	12,100	13,030
Capital Outlay	-	-
Debt Service		
Principal Retirement	-	-
Interest and Fiscal Charges	-	-
Total Expenditures	12,100	13,030
Excess (Deficiency) of Revenues Over (Under) Expenditures	11,930	7,996
Other Financing Sources		
Disposal of Capital Assets	-	-
Debt Issuance	-	-
	-	-
Net Change in Fund Balances	11,930	7,996
Fund Balances - Beginning	50,777	13,131
Fund Balances - Ending	62,707	21,127

Motor Fuel Tax	Countryside TIF	Downtown TIF	Downtown TIF II	Totals
-	228,278	224,315	215,722	713,371
1,127,359	-	-	-	1,127,359
16,355	-	-	-	16,355
1,326				1,326
1,145,040	228,278	224,315	215,722	1,858,411
-	16,016	109,957	60,721	186,694
92,191	-	-	-	117,321
1,000,000	-	34,856	900,000	1,934,856
-	125,685	-	150,000	275,685
-	83,765	-	-	83,765
1,092,191	225,466	144,813	1,110,721	2,598,321
52,849	2,812	79,502	(894,999)	(739,910)
-	-	175,604	-	175,604
-	-	-	900,000	900,000
-	-	175,604	900,000	1,075,604
52,849	2,812	255,106	5,001	335,694
350,976	(1,175,727)	(1,570,512)	216,129	(2,115,226)
403,825	(1,172,915)	(1,315,406)	221,130	(1,779,532)

UNITED CITY OF YORKVILLE, ILLINOIS

Fox Hill Special Service Area - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Revenues			
Taxes			
Property Tax	$ 24,000	24,000	24,030
Expenditures			
Public Works			
Outside Repair and Maintenance	60,640	60,640	12,100
Net Change in Fund Balance	(36,640)	(36,640)	11,930
Fund Balance - Beginning			50,777
Fund Balance - Ending			62,707

UNITED CITY OF YORKVILLE, ILLINOIS

Sunflower Special Service Area - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Revenues			
Taxes			
Property Tax	$ 21,000	21,000	21,026
Expenditures			
Public Works			
Pond Maintenance	5,000	5,000	3,000
Outside Repair and Maintenance	18,640	18,640	10,030
Total Expenditures	23,640	23,640	13,030
Net Change in Fund Balance	(2,640)	(2,640)	7,996
Fund Balance - Beginning			13,131
Fund Balance - Ending			21,127

UNITED CITY OF YORKVILLE, ILLINOIS

Motor Fuel Tax - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Revenues			
Intergovernmental	$ 1,062,562	1,062,562	1,127,359
Investment Income	5,000	5,000	16,355
Miscellanoue	-	-	1,326
Total Revenues	1,067,562	1,067,562	1,145,040
Expenditures			
Public Works			
Supplies	190,000	190,000	92,191
Capital Outlay			
Streets and Alleys	1,000,000	1,000,000	1,000,000
Total Expenditures	1,190,000	1,190,000	1,092,191
Net Change in Fund Balance	(122,438)	(122,438)	52,849
Fund Balance - Beginning			350,976
Fund Balance - Ending			403,825

UNITED CITY OF YORKVILLE, ILLINOIS

Countryside TIF - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Revenues			
Taxes			
Property Taxes	$ 232,465	232,465	228,278
Expenditures			
General Government			
Administrative Fees	15,259	15,259	15,259
Professional Services	1,000	1,000	757
Debt Service			
Principal Retirement	125,685	125,685	125,685
Interest and Fiscal Charges	83,837	83,837	83,765
Total Expenditures	225,781	225,781	225,466
Net Change in Fund Balance	6,684	6,684	2,812
Fund Balance - Beginning			(1,175,727)
Fund Balance - Ending			(1,172,915)

UNITED CITY OF YORKVILLE, ILLINOIS

Downtown TIF - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Revenues			
Taxes			
Property Taxes	$ 124,494	124,494	224,315
Expenditures			
General Government			
Administrative Fees	32,046	32,046	32,046
TIF Incentive Payout	39,421	39,421	66,772
Professional Services	2,500	2,500	11,139
Capital Outlay			
Project Costs	1,000,000	850,000	34,856
Total Expenditures	1,073,967	923,967	144,813
Excess (Deficiency) of Revenues Over (Under) Expenditures	(949,473)	(799,473)	79,502
Other Financing Sources			
Disposal of Capital Assets	-	180,000	175,604
Net Change in Fund Balance	(949,473)	(619,473)	255,106
Fund Balance - Beginning			(1,570,512)
Fund Balance - Ending			(1,315,406)

UNITED CITY OF YORKVILLE, ILLINOIS

Downtown TIF II - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Revenues			
Taxes			
Property Taxes	$ 149,102	215,723	215,722
Expenditures			
General Government			
TIF Incentive Payout	14,000	28,175	28,175
Professional Services	3,000	29,904	29,904
Project Costs	5,000	5,000	2,642
Capital Outlay	-	900,000	900,000
Debt Service			
Principal Retirement	-	150,000	150,000
Total Expenditures	22,000	1,113,079	1,110,721
Excess (Deficiency) of Revenues Over (Under) Expenditures	127,102	(897,356)	(894,999)
Other Financing Sources			
Debt Issuance	-	900,000	900,000
Net Change in Fund Balance	127,102	2,644	5,001
Fund Balance - Beginning			216,129
Fund Balance - Ending			221,130

NONMAJOR CAPITAL PROJECTS FUND

Capital Projects Funds are created to account for all resources used for the acquisition of capital facilities by a governmental unit except those financed by Proprietary Funds.

Vehicle and Equipment Fund

The Vehicle and Equipment Fund is used to account for financial resources accumulated to purchase vehicles, equipment and other capital assets for use in the Police, General Government, Public Works and Park and Recreation departments.

UNITED CITY OF YORKVILLE, ILLINOIS

Vehicle and Equipment - Capital Projects Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Revenues			
Licenses, Permits and Fees			
Development Fees	$ 105,000	105,000	119,150
Engineering Capital Fees	10,000	10,000	21,100
Charges for Services	1,427,162	1,427,162	1,861,627
Fines and Forfeitures			
DUI Fines	10,000	10,000	9,282
Electronic Citations	800	800	778
Miscellaneous	500	500	23,749
Total Revenues	1,553,462	1,553,462	2,035,686
Expenditures			
General Government	19,235	19,235	48,057
Public Safety	65,750	65,750	36,758
Public Works	1,000	1,000	171
Capital Outlay	3,168,900	3,168,900	2,870,723
Debt Service			
Principal Retirement	61,581	61,581	84,328
Interest and Fiscal Charges	9,989	9,989	13,081
Total Expenditures	3,326,455	3,326,455	3,053,118
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,772,993)	(1,772,993)	(1,017,432)
Other Financing Sources			
Disposal of Capital Assets	98,000	98,000	32,000
Net Change in Fund Balance	(1,674,993)	(1,674,993)	(985,432)
Fund Balance - Beginning			1,581,655
Fund Balance - Ending			596,223

UNITED CITY OF YORKVILLE, ILLINOIS

Vehicle and Equipment - Capital Projects Fund

Schedule of Expenditures - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
General Government Capital			
Supplies			
Computer Equipment and Software	$ 19,235	19,235	48,057
Police Capital			
Contractual Services	65,750	65,750	36,758
Capital Outlay			
Equipment	-	-	17,988
Vehicles	222,600	222,600	221,237
Total Police Capital	288,350	288,350	275,983
Public Works Capital			
Contractual Services	500	500	171
Supplies	500	500	-
Capital Outlay			
Equipment	250,000	250,000	282,973
Vehicles	2,176,000	2,176,000	1,823,198
Total Public Works Capital	2,427,000	2,427,000	2,106,342
Park and Recreation Capital			
Capital Outlay			
Outside Repair and Maintenance	2,000	2,000	-
Park Improvements	186,000	186,000	228,976
Building Improvements	19,300	19,300	20,391
Equipment	219,000	219,000	184,121
Vehicles	94,000	94,000	91,839
Total Park and Recreation Capital	520,300	520,300	525,327
Debt Service			
Principal Retirement	61,581	61,581	84,328
Interest and Fiscal Charges	9,989	9,989	13,081
Total Debt Service	71,570	71,570	97,409
Total Expenditures	3,326,455	3,326,455	3,053,118

ENTERPRISE FUNDS

Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent is that costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or where it has been decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purpose.

Sewer Fund

The Sewer Fund is used to account for the operation and sewer infrastructure maintenance of the City-owned sewer system, as well as the construction of new sewer systems within City limits. Revenues are generated through user maintenance fees.

Water Fund

The Water Fund is used to account for the operation and water infrastructure maintenance of the City-owned water distribution system, as well as the construction of new water systems. Revenues are generated through charges based on water consumption and user maintenance fees.

UNITED CITY OF YORKVILLE, ILLINOIS

Sewer - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Operating Revenues			
Charges for Services	$ 1,754,010	1,754,010	1,773,066
Operating Expenses			
Operations	4,856,236	4,856,236	874,238
Depreciation and Amortization	-	-	845,874
Total Operating Expenses	4,856,236	4,856,236	1,720,112
Operating Income (Loss)	(3,102,226)	(3,102,226)	52,954
Nonoperating Revenues (Expenses)			
Investment Income	60,000	60,000	66,629
Connection Fees	205,000	205,000	322,800
Other Income	2,382,500	2,382,500	70,892
Interest Expense	(24,096)	(24,096)	(20,118)
	2,623,404	2,623,404	440,203
Income (Loss) Before Capital Contribution and Transfers	(478,822)	(478,822)	493,157
Capital Contribution	-	-	673,052
Transfers In	1,069,096	1,069,096	1,069,096
Transfers Out	(438,200)	(438,200)	(69,525)
	630,896	630,896	1,672,623
Change in Net Position	152,074	152,074	2,165,780
Net Position - Beginning			44,648,445
Net Position - Ending			46,814,225

UNITED CITY OF YORKVILLE, ILLINOIS

Water - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended April 30, 2025

	Budget		
	Original	Final	Actual
Operating Revenues			
Charges for Services	$ 6,758,897	6,758,897	6,894,459
Operating Expenses			
Operations	38,120,074	38,120,074	9,873,215
Depreciation and Amortization	-	-	1,342,284
Total Operating Expenses	38,120,074	38,120,074	11,215,499
Operating Income	(31,361,177)	(31,361,177)	(4,321,040)
Nonoperating Revenues (Expenses)			
Debt Issuance	28,573,835	28,573,835	-
Investment Income	300,000	300,000	528,625
Grants	300,000	300,000	36,868
Unrealized Gain	-	-	3,223
Connection Fees	300,000	300,000	498,122
Places of Eating Tax	700,000	700,000	758,809
Other Income	1,752,996	1,752,996	529,738
Interest Expense	(964,934)	(964,934)	(897,514)
	30,961,897	30,961,897	1,457,871
Income (Loss) Before Capital Contribution and Transfers	(399,280)	(399,280)	(2,863,169)
Capital Contributions	9,295,000	9,295,000	3,638,894
Transfers In	173,559	173,559	173,559
Transfers Out	(368,675)	(368,675)	-
	9,099,884	9,099,884	3,812,453
Change in Net Position	9,069,279	9,069,279	949,284
Net Position - Beginning			43,600,946
Net Position - Ending			44,550,230

SUPPLEMENTAL SCHEDULES

UNITED CITY OF YORKVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

Promissory Note of 2019
April 30, 2025

Date of Issue	November 18, 2019
Date of Maturity	November 18, 2028
Authorized Issue	$548,273
Interest Rate	3.60%
Interest Dates	Monthly
Principal Maturity Dates	Monthly
Payable at	First National Bank of Omaha

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		
	Principal	Interest	Totals
2026	$ 63,867	7,703	71,570
2027	66,237	5,333	71,570
2028	68,691	2,879	71,570
2029	41,249	501	41,750
	240,044	16,416	256,460

UNITED CITY OF YORKVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

Promissory Property Acquisition Note of 2025
April 30, 2025

Date of Issue	July 23, 2024
Date of Maturity	July 25, 2029
Authorized Issue	$750,000
Interest Rate	Interest Free
Interest Dates	July 25
Principal Maturity Dates	July 25
Payable at	Grundy Bank

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		
	Principal	Interest	Totals
2026	$ 150,000	-	150,000
2027	150,000	-	150,000
2028	150,000	-	150,000
2029	150,000	-	150,000
2030	150,000	-	150,000
	750,000	-	750,000

UNITED CITY OF YORKVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

IEPA (L17-1156300) Loan Payable of 2007
April 30, 2025

Date of Issue	November 9, 2006
Date of Maturity	August 9, 2026
Authorized Issue	$1,889,244
Denomination of Bonds	$5,000
Interest Rate	2.50%
Interest Dates	August 9 and February 9
Principal Maturity Dates	August 9 and February 9
Payable at	Illinois Environmental Protection Agency

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal	Requirements			Interest Due on			
Year	Principal	Interest	Totals	Aug. 9	Amount	Feb. 9	Amount
2026	$ 121,209	3,821	125,030	2025	2,287	2026	1,534
2027	61,742	774	62,516	2026	774	2027	-
	182,951	4,595	187,546		3,061		1,534

UNITED CITY OF YORKVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation Refunding Alternate Revenue Source Bonds of 2014
April 30, 2025

Date of Issue	January 6, 2014
Date of Maturity	December 1, 2029
Authorized Issue	$1,235,000
Denomination of Bonds	$5,000
Interest Rates	4.00% to 4.30%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	The Bank of New York Trust Company

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal	Requirements			Interest Due on			
Year	Principal	Interest	Totals	Jun. 1	Amount	Dec. 1	Amount
2026	$ 230,000	50,715	280,715	2025	25,357	2025	25,358
2027	235,000	41,515	276,515	2026	20,757	2026	20,758
2028	245,000	32,115	277,115	2027	16,057	2027	16,058
2029	255,000	22,193	277,193	2028	11,096	2028	11,097
2030	270,000	11,610	281,610	2029	5,805	2029	5,805
	1,235,000	158,148	1,393,148		79,072		79,076

UNITED CITY OF YORKVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation Refunding Alternate Revenue Source Bonds of 2014A
April 30, 2025

Date of Issue	August 5, 2014
Date of Maturity	December 1, 2033
Authorized Issue	$4,295,000
Denomination of Bonds	$5,000
Interest Rates	3.00% to 4.00%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal	Requirements			Interest Due on			
Year	Principal	Interest	Totals	Jun. 1	Amount	Dec. 1	Amount
2026	$ 225,000	90,137	315,137	2025	45,069	2025	45,068
2027	230,000	83,387	313,387	2026	41,694	2026	41,693
2028	245,000	76,200	321,200	2027	38,100	2027	38,100
2029	250,000	66,400	316,400	2028	33,200	2028	33,200
2030	265,000	56,400	321,400	2029	28,200	2029	28,200
2031	275,000	45,800	320,800	2030	22,900	2030	22,900
2032	280,000	34,800	314,800	2031	17,400	2031	17,400
2033	290,000	23,600	313,600	2032	11,800	2032	11,800
2034	300,000	12,000	312,000	2033	6,000	2033	6,000
	2,360,000	488,724	2,848,724		244,363		244,361

UNITED CITY OF YORKVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation Refunding Alternate Revenue Source Bonds of 2015A
April 30, 2025

Date of Issue	July 8, 2015
Date of Maturity	December 1, 2034
Authorized Issue	$5,575,000
Denomination of Bonds	$5,000
Interest Rate	4.00%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal	Requirements			Interest Due on			
Year	Principal	Interest	Totals	Jun. 1	Amount	Dec. 1	Amount
2026	$ 215,000	102,400	317,400	2025	51,200	2025	51,200
2027	220,000	93,800	313,800	2026	46,900	2026	46,900
2028	230,000	85,000	315,000	2027	42,500	2027	42,500
2029	240,000	75,800	315,800	2028	37,900	2028	37,900
2030	250,000	66,200	316,200	2029	33,100	2029	33,100
2031	260,000	56,200	316,200	2030	28,100	2030	28,100
2032	270,000	45,800	315,800	2031	22,900	2031	22,900
2033	280,000	35,000	315,000	2032	17,500	2032	17,500
2034	290,000	23,800	313,800	2033	11,900	2033	11,900
2035	305,000	12,200	317,200	2034	6,100	2034	6,100
	2,560,000	596,200	3,156,200		298,100		298,100
Governmental	677,242	157,755	834,997		78,877		78,877
Business-Type	1,882,758	438,445	2,321,203		219,223		219,223
	2,560,000	596,200	3,156,200		298,100		298,100

UNITED CITY OF YORKVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation Alternate Revenue Source Bonds of 2021
April 30, 2025

Date of Issue	May 27, 2021
Date of Maturity	December 30, 2040
Authorized Issue	$8,250,000
Denomination of Bonds	$5,000
Interest Rates	2.00% to 4.00%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	Amalgamated

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal	Requirements			Interest Due on			
Year	Principal	Interest	Totals	Jun. 30	Amount	Dec. 30	Amount
2026	$ 360,000	184,100	544,100	2025	92,050	2025	92,050
2027	375,000	169,700	544,700	2026	84,850	2026	84,850
2028	390,000	154,700	544,700	2027	77,350	2027	77,350
2029	405,000	139,100	544,100	2028	69,550	2028	69,550
2030	420,000	122,900	542,900	2029	61,450	2029	61,450
2031	435,000	106,100	541,100	2030	53,050	2030	53,050
2032	445,000	97,400	542,400	2031	48,700	2031	48,700
2033	455,000	88,500	543,500	2032	44,250	2032	44,250
2034	465,000	79,400	544,400	2033	39,700	2033	39,700
2035	475,000	70,100	545,100	2034	35,050	2034	35,050
2036	480,000	60,600	540,600	2035	30,300	2035	30,300
2037	490,000	51,000	541,000	2036	25,500	2036	25,500
2038	500,000	41,200	541,200	2037	20,600	2037	20,600
2039	510,000	31,200	541,200	2038	15,600	2038	15,600
2040	520,000	21,000	541,000	2039	10,500	2039	10,500
2041	530,000	10,600	540,600	2040	5,300	2040	5,300
	7,255,000	1,427,600	8,682,600		713,800		713,800

UNITED CITY OF YORKVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation Refunding Alternate Revenue Source Bonds of 2022
April 30, 2025

Date of Issue	January 6, 2022
Date of Maturity	December 1, 2025
Authorized Issue	$5,170,000
Denomination of Bonds	$5,000
Interest Rate	1.142%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal	Requirements			Interest Due on			
Year	Principal	Interest	Totals	Jun. 1	Amount	Dec. 1	Amount
2026	$ 1,320,000	15,074	1,335,074	2025	7,537	2025	7,537
Governmental	255,000	2,912	257,912		1,456		1,456
Business-Type	1,065,000	12,162	1,077,162		6,081		6,081
	1,320,000	15,074	1,335,074		7,537		7,537

UNITED CITY OF YORKVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation Alternate Revenue Source Bonds of 2023A
April 30, 2025

Date of Issue	August 2, 2023
Date of Maturity	December 30, 2053
Authorized Issue	$9,985,000
Denomination of Bonds	$5,000
Interest Rates	4.38% to 5.00%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	Amalgamated

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal	Requirements			Interest Due on			
Year	Principal	Interest	Totals	Jun. 30	Amount	Dec. 30	Amount
2026	$ 165,000	444,344	609,344	2025	222,172	2025	222,172
2027	170,000	436,094	606,094	2026	218,047	2026	218,047
2028	180,000	427,594	607,594	2027	213,797	2027	213,797
2029	190,000	418,534	608,534	2028	209,267	2028	209,267
2030	200,000	409,134	609,134	2029	204,567	2029	204,567
2031	210,000	399,094	609,094	2030	199,547	2030	199,547
2032	220,000	388,594	608,594	2031	194,297	2031	194,297
2033	230,000	377,594	607,594	2032	188,797	2032	188,797
2034	240,000	366,094	606,094	2033	183,047	2033	183,047
2035	260,000	354,094	614,094	2034	177,047	2034	177,047
2036	270,000	341,094	611,094	2035	170,547	2035	170,547
2037	280,000	327,594	607,594	2036	163,797	2036	163,797
2038	295,000	313,594	608,594	2037	156,797	2037	156,797
2039	305,000	298,844	603,844	2038	149,422	2038	149,422
2040	325,000	283,594	608,594	2039	141,797	2039	141,797
2041	340,000	270,594	610,594	2040	135,297	2040	135,297
2042	350,000	256,994	606,994	2041	128,497	2041	128,497
2043	365,000	241,944	606,944	2042	120,972	2042	120,972
2044	385,000	226,248	611,248	2043	113,124	2043	113,124
2045	400,000	209,694	609,694	2044	104,847	2044	104,847
2046	415,000	192,694	607,694	2045	96,347	2045	96,347
2047	435,000	175,056	610,056	2046	87,528	2046	87,528
2048	450,000	156,568	606,568	2047	78,284	2047	78,284
2049	470,000	137,444	607,444	2048	68,722	2048	68,722
2050	490,000	117,468	607,468	2049	58,734	2049	58,734
2051	515,000	96,032	611,032	2050	48,016	2050	48,016
2052	535,000	73,500	608,500	2051	36,750	2051	36,750
2053	560,000	50,094	610,094	2052	25,047	2052	25,047
2054	585,000	25,594	610,594	2053	12,797	2053	12,797
	9,835,000	7,815,814	17,650,814		3,907,907		3,177,711

UNITED CITY OF YORKVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation Alternate Revenue Source Bonds of 2025A
April 30, 2025

Date of Issue	February 19, 2025
Date of Maturity	December 30, 2050
Authorized Issue	$25,000,000
Interest Rates	4.125% to 5.000%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	Amalgamated

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal	Requirements			Interest Due on			
Year	Principal	Interest	Totals	Jun. 30	Amount	Dec. 30	Amount
2026	$ -	996,534	996,534	2025	419,762	2025	576,772
2027	-	1,153,544	1,153,544	2026	576,772	2026	576,772
2028	-	1,153,544	1,153,544	2027	576,772	2027	576,772
2029	-	1,153,544	1,153,544	2028	576,772	2028	576,772
2030	-	1,153,544	1,153,544	2029	576,772	2029	576,772
2031	-	1,153,544	1,153,544	2030	576,772	2030	576,772
2032	-	1,153,544	1,153,544	2031	576,772	2031	576,772
2033	-	1,153,544	1,153,544	2032	576,772	2032	576,772
2034	-	1,153,544	1,153,544	2033	576,772	2033	576,772
2035	980,000	1,153,544	2,133,544	2034	576,772	2034	576,772
2036	1,030,000	1,104,544	2,134,544	2035	552,272	2035	552,272
2037	1,085,000	1,053,044	2,138,044	2036	526,522	2036	526,522
2038	1,135,000	998,794	2,133,794	2037	499,397	2037	499,397
2039	1,195,000	942,044	2,137,044	2038	471,022	2038	471,022
2040	1,255,000	882,294	2,137,294	2039	441,147	2039	441,147
2041	1,315,000	819,544	2,134,544	2040	409,772	2040	409,772
2042	1,380,000	753,794	2,133,794	2041	376,897	2041	376,897
2043	1,450,000	684,794	2,134,794	2042	342,397	2042	342,397
2044	1,525,000	612,294	2,137,294	2043	306,147	2043	306,147
2045	1,585,000	549,388	2,134,388	2044	274,694	2044	274,694
2046	1,655,000	482,024	2,137,024	2045	241,012	2045	241,012
2047	1,725,000	411,688	2,136,688	2046	205,844	2046	205,844
2048	1,800,000	336,218	2,136,218	2047	168,109	2047	168,109
2049	1,880,000	257,468	2,137,468	2048	128,734	2048	128,734
2050	1,960,000	175,218	2,135,218	2049	87,609	2049	87,609
2051	2,045,000	89,468	2,134,468	2050	44,734	2050	44,734
	25,000,000	21,531,048	46,531,048		10,687,019		10,844,029

UNITED CITY OF YORKVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation Alternate Revenue Source Bonds of 2025B
April 30, 2025

Date of Issue	February 19, 2025
Date of Maturity	December 30, 2048
Authorized Issue	$38,650,000
Interest Rates	4.125% to 5.000%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	Amalgamated

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal	Requirements			Interest Due on			
Year	Principal	Interest	Totals	Jun. 30	Amount	Dec. 30	Amount
2026	$ 1,105,000	1,584,799	2,689,799	2025	667,552	2025	917,247
2027	915,000	1,779,244	2,694,244	2026	889,622	2026	889,622
2028	960,000	1,733,494	2,693,494	2027	866,747	2027	866,747
2029	1,005,000	1,685,494	2,690,494	2028	842,747	2028	842,747
2030	1,055,000	1,635,244	2,690,244	2029	817,622	2029	817,622
2031	1,110,000	1,582,494	2,692,494	2030	791,247	2030	791,247
2032	1,165,000	1,526,994	2,691,994	2031	763,497	2031	763,497
2033	1,225,000	1,468,744	2,693,744	2032	734,372	2032	734,372
2034	1,285,000	1,407,494	2,692,494	2033	703,747	2033	703,747
2035	1,350,000	1,343,244	2,693,244	2034	671,622	2034	671,622
2036	1,415,000	1,275,744	2,690,744	2035	637,872	2035	637,872
2037	1,485,000	1,204,994	2,689,994	2036	602,497	2036	602,497
2038	1,560,000	1,130,744	2,690,744	2037	565,372	2037	565,372
2039	1,640,000	1,052,744	2,692,744	2038	526,372	2038	526,372
2040	1,720,000	970,744	2,690,744	2039	485,372	2039	485,372
2041	1,805,000	884,744	2,689,744	2040	442,372	2040	442,372
2042	1,900,000	794,494	2,694,494	2041	397,247	2041	397,247
2043	1,995,000	699,494	2,694,494	2042	349,747	2042	349,747
2044	2,090,000	599,744	2,689,744	2043	299,872	2043	299,872
2045	2,180,000	513,530	2,693,530	2044	256,765	2044	256,765
2046	2,270,000	420,880	2,690,880	2045	210,440	2045	210,440
2047	2,365,000	324,406	2,689,406	2046	162,203	2046	162,203
2048	2,470,000	220,938	2,690,938	2047	110,469	2047	110,469
2049	2,580,000	112,874	2,692,874	2048	56,437	2048	56,437
	38,650,000	25,953,319	64,603,319		12,851,812		13,101,507

STATISTICAL SECTION
(Unaudited)

This part of the annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the City's most significant local revenue sources.

Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

UNITED CITY OF YORKVILLE, ILLINOIS

Net Position by Component - Last Ten Fiscal Years*
April 30, 2025 (Unaudited)

See Following Page

UNITED CITY OF YORKVILLE, ILLINOIS

Net Position by Component - Last Ten Fiscal Years*
April 30, 2025 (Unaudited)

	2016	2017	2018
Governmental Activities			
Net Investment in Capital Assets	$ 70,624,870	74,001,408	83,186,083
Restricted	3,064,646	2,634,940	1,992,274
Unrestricted (Deficit)	(6,321,934)	(6,198,767)	(8,300,460)
Total Governmental Activities Net Position	67,367,582	70,437,581	76,877,897
Business-Type Activities			
Net Investment in Capital Assets	49,232,266	53,490,328	57,257,183
Restricted	-	-	-
Unrestricted	2,346,622	3,158,076	4,884,605
Total Business-Type Activities Net Position	51,578,888	56,648,404	62,141,788
Primary Government			
Net Investment in Capital Assets	119,857,136	127,491,736	140,443,266
Restricted	3,064,646	2,634,940	1,992,274
Unrestricted (Deficit)	(3,975,312)	(3,040,691)	(3,415,855)
Total Primary Government Net Position	118,946,470	127,085,985	139,019,685

* Accrual Basis of Accounting

Data Soruce: City Records

2018	2020	2021	2022	2023	2024	2025
83,186,083	86,397,801	90,458,186	93,931,218	98,268,934	103,037,022	103,573,953
1,992,274	1,862,586	2,083,335	7,859,306	1,489,514	1,835,613	1,975,781
(8,300,460)	(8,257,280)	(6,122,164)	(5,482,448)	2,772,833	5,523,815	8,616,427
76,877,897	80,003,107	86,419,357	96,308,076	102,531,281	110,396,450	114,166,161
57,257,183	55,429,397	58,409,514	60,848,375	67,055,941	73,839,911	69,081,627
-	-	-	-	-	6,352,814	-
4,884,605	12,763,017	12,920,276	12,983,636	14,560,058	8,056,666	22,282,828
62,141,788	68,192,414	71,329,790	73,832,011	81,615,999	88,249,391	91,364,455
140,443,266	141,827,198	148,867,700	154,779,593	165,324,875	176,876,933	172,655,580
1,992,274	1,862,586	2,083,335	7,859,306	1,489,514	8,188,427	1,975,781
(3,415,855)	4,505,737	6,798,112	7,501,188	17,332,891	13,580,481	30,899,255
139,019,685	148,195,521	157,749,147	170,140,087	184,147,280	198,645,841	205,530,616

UNITED CITY OF YORKVILLE, ILLINOIS

Changes in Net Position - Last Ten Fiscal Years*
April 30, 2025 (Unaudited)

	2016	2017	2018	2019	2020	2021	2022 **	2023	2024	2025
Expenses										
Governmental Activities										
General Government	$ 4,533,840	4,467,831	3,976,577	5,023,227	6,213,208	5,960,831	4,822,508	5,317,707	5,868,797	7,389,318
Public Safety	6,073,977	6,053,696	5,689,480	6,008,959	6,526,618	982,014	1,017,179	1,196,127	1,211,510	1,149,679
Community Development	649,507	734,317	629,894	869,044	816,350	2,513,280	2,471,380	3,264,494	3,629,980	4,011,821
Public Works	3,955,539	4,450,509	6,236,169	4,124,935	4,874,549	5,733,468	5,893,447	6,348,333	6,134,366	7,105,666
Library	877,154	930,739	941,123	974,154	1,017,437	828,098	1,044,496	1,310,456	1,266,989	1,252,511
Parks and Recreation	2,225,512	2,003,935	2,432,818	2,963,434	2,678,769	5,097,124	5,545,928	7,360,959	10,699,654	9,986,574
Interest on Long-Term Debt	540,506	570,061	536,177	500,169	464,883	409,695	627,947	495,196	429,091	794,820
Total Governmental Activities Expenses	18,856,035	19,211,088	20,442,238	20,463,922	22,591,814	21,524,510	21,422,885	25,293,272	29,240,387	31,690,389
Business-Type Activities										
Water	3,257,504	3,251,836	3,271,956	3,256,582	1,762,508	1,740,041	1,632,962	1,530,640	1,565,365	1,740,230
Sewer	1,789,770	1,701,742	1,806,076	1,589,599	3,271,485	3,405,189	3,630,501	3,527,398	6,790,035	12,113,013
Total Business-Type Activities Expenses	5,047,274	4,953,578	5,078,032	4,846,181	5,033,993	5,145,230	5,263,463	5,058,038	8,355,400	13,853,243
Total Primary Government Expenses	23,903,309	24,164,666	25,520,270	25,310,103	27,625,807	26,669,740	26,686,348	30,351,310	37,595,787	45,543,632
Program Revenues										
Governmental Activities										
Charges for Services										
General Government	3,072,590	3,222,388	3,629,476	3,798,007	3,637,639	5,246,355	3,508,715	4,053,221	5,147,139	5,218,718
Public Works	-	-	-	-	-	-	1,182,864	1,712,703	1,949,071	1,561,423
Library	53,372	71,213	123,156	125,800	129,530	113,930	121,557	157,208	187,233	126,238
Parks and Recreation	408,469	455,675	453,466	579,155	527,941	357,208	549,231	695,128	781,652	822,254
Operating Grants/Contributions	774,856	610,480	694,321	854,662	888,037	3,037,020	2,834,644	2,709,423	1,254,092	1,339,180
Capital Grants/Contributions	3,317,330	3,814,671	6,448,555	1,011,418	3,270,712	1,815,564	1,131,958	29,777	5,165,477	1,074,980
Total Governmental Activities Program Revenues	7,626,617	8,174,427	11,348,974	6,369,042	8,453,859	10,570,077	9,328,969	9,357,460	14,484,664	10,142,793
Business-Type Activities										
Charges for Services										
Water	3,624,374	4,127,783	4,655,750	4,557,352	4,440,881	1,731,961	1,714,066	1,919,429	2,281,060	2,095,866
Sewer	1,388,258	1,390,806	1,688,339	1,552,159	1,601,247	5,062,645	4,944,694	5,926,857	6,760,108	7,392,581
Operating Grants/Contributions	-	-	-	-	-	-	-	-	325,000	36,868
Capital Grants/Contributions	2,029,848	3,257,187	3,945,565	-	1,994,526	1,124,323	340,549	-	2,817,191	4,311,946
Total Business-Type Activities Program Revenues	7,042,480	8,775,776	10,289,654	6,109,511	8,036,654	7,918,929	6,999,309	7,846,286	12,183,359	13,837,261
Total Primary Government Program Revenues	14,669,097	16,950,203	21,638,628	12,478,553	16,490,513	18,489,006	16,328,278	17,203,746	26,668,023	23,980,054

	2016	2017	2018	2019	2020	2021	2022 **	2023	2024	2025
Net (Expense) Revenue										
Governmental Activities	$ (11,229,418)	(11,036,661)	(9,093,264)	(14,094,880)	(14,137,955)	(10,954,433)	(12,093,916)	(15,935,812)	(14,755,723)	(21,547,596)
Business-Type Activities	1,995,206	3,822,198	5,211,622	1,263,330	3,002,661	2,773,699	1,735,846	2,788,248	3,827,959	(15,982)
Total Primary Government Net (Expense) Revenue	(9,234,212)	(7,214,463)	(3,881,642)	(12,831,550)	(11,135,294)	(8,180,734)	(10,358,070)	(13,147,564)	(10,927,764)	(21,563,578)
General Revenues and Other Changes in Net Position										
Governmental Activities										
Taxes										
Property	4,901,983	4,899,485	4,925,489	5,041,762	5,195,891	5,248,398	5,544,463	5,807,376	6,128,807	6,619,685
Sales	4,904,967	5,200,763	5,327,756	5,429,231	5,635,945	6,341,989	7,933,942	8,374,887	8,677,399	9,496,424
Income	1,715,155	1,602,410	1,640,291	1,966,699	1,870,977	2,470,986	3,175,556	3,355,846	3,587,615	3,826,828
Utility	1,585,758	1,615,153	1,587,270	1,647,511	1,545,821	1,527,572	1,707,542	1,783,647	1,580,499	1,594,380
Other	1,265,439	1,331,191	1,445,549	1,600,502	1,652,074	1,668,294	2,173,425	2,515,864	2,458,998	2,385,354
Investment Income (Loss)	9,828	30,481	85,356	154,071	239,155	15,488	(24,510)	475,624	924,674	987,716
Miscellaneous	761,857	561,229	705,968	1,494,246	456,998	376,595	2,096,524	1,550,338	433,250	1,580,050
Transfers	(1,134,654)	(1,134,052)	(184,099)	(921,615)	(679,936)	(278,639)	(624,307)	(1,704,565)	(1,170,350)	(1,173,130)
Total Governmental Activities	14,010,333	14,106,660	15,533,580	16,412,407	15,916,925	17,370,683	21,982,635	22,159,017	22,620,892	25,317,307
Business-Type Activities										
Taxes										
Other	-	-	-	-	-	-	-	-	241,229	758,809
Investment Income (Loss)	6,685	13,623	36,002	28,777	67,934	1,777	(24,493)	101,381	582,931	598,477
Miscellaneous	64,678	99,643	61,661	84,652	107,705	83,261	166,561	3,189,794	810,923	600,630
Transfers	1,134,654	1,134,052	184,099	921,615	679,936	278,639	624,307	1,704,565	1,170,350	1,173,130
Total Business-Type Activities	1,206,017	1,247,318	281,762	1,035,044	855,575	363,677	766,375	4,995,740	2,805,433	3,131,046
Total Primary Government	15,216,350	15,353,978	15,815,342	17,447,451	16,772,500	17,734,360	22,749,010	27,154,757	25,426,325	28,448,353
Changes in Net Position										
Governmental Activities	2,780,915	3,069,999	6,440,316	2,317,527	1,778,970	6,416,250	9,888,719	6,223,205	7,865,169	3,769,711
Business-Type Activities	3,201,223	5,069,516	5,493,384	2,298,374	3,858,236	3,137,376	2,502,221	7,783,988	6,633,392	3,115,064
Total Primary Government	5,982,138	8,139,515	11,933,700	4,615,901	5,637,206	9,553,626	12,390,940	14,007,193	14,498,561	6,884,775

* Accrual Basis of Accounting

** In 2022, expenses related to non-capital costs in the Citywide Captial Projects Fund were moved from the General Government function to the Public Works function.

Data Source: City Records

UNITED CITY OF YORKVILLE, ILLINOIS

Fund Balances of Governmental Funds - Last Ten Fiscal Years*
April 30, 2025 (Unaudited)

	2016	2017	2018
General Fund			
Nonspendable	$ 138,312	150,464	83,305
Restricted	1,216,288	984,514	726,019
Unassigned	4,337,106	5,079,111	5,687,049
Total General Fund	5,691,706	6,214,089	6,496,373
All Other Governmental Funds			
Nonspendable	37,376	37,664	16,392
Restricted	1,848,358	1,650,426	1,266,255
Committed	480,034	421,586	467,816
Assigned	3,004,149	1,625,937	743,997
Unassigned	(584,901)	(511,528)	(1,441,197)
Total All Other Governmental Funds	4,785,016	3,224,085	1,053,263
Total All Governmental Funds	10,476,722	9,438,174	7,549,636

* Modified Accrual Basis of Accounting

Data Source: City Records

2019	2020	2021	2022	2023	2024	2025
85,744	63,193	152,003	162,600	171,778	214,778	1,128,737
458,685	203,874	-	-	-	-	-
6,335,394	7,244,993	9,020,351	10,464,500	10,824,829	11,102,733	11,249,599
6,879,823	7,512,060	9,172,354	10,627,100	10,996,607	11,317,511	12,378,336
18,266	13,515	38,268	51,745	51,250	53,693	96,455
1,282,830	1,658,712	2,083,335	7,859,306	1,730,600	1,835,613	1,975,781
435,216	398,488	43,801	-	-	-	-
1,125,471	1,099,847	1,605,360	6,941,081	8,064,486	10,261,600	43,685,827
(1,260,507)	(2,469,332)	(2,716,429)	(2,871,244)	(2,789,972)	(2,746,239)	(2,488,321)
1,601,276	701,230	1,054,335	11,980,888	7,056,364	9,404,667	43,269,742
8,481,099	8,213,290	10,226,689	22,607,988	18,052,971	20,722,178	55,648,078

UNITED CITY OF YORKVILLE, ILLINOIS

Changes in Fund Balances of Governmental Funds - Last Ten Fiscal Years*
April 30, 2025 (Unaudited)

	2016	2017	2018
Revenues			
Taxes	$ 12,103,254	12,466,013	12,662,678
Intergovernmental	3,180,626	3,343,533	3,164,026
Licenses, Permits and Fees	493,619	706,782	1,016,223
Charges for Services	2,897,718	2,888,281	3,047,606
Fines and Forfeitures	143,094	154,213	142,269
Investment Income (Loss)	9,828	30,481	85,356
Miscellaneous	761,857	561,229	705,968
Total Revenues	19,589,996	20,150,532	20,824,126
Expenditures			
General Government	3,928,055	4,293,081	5,036,599
Public Safety	4,689,129	4,907,384	5,302,038
Community Development	649,507	734,317	629,894
Public Works	2,460,192	2,344,878	2,223,750
Library	694,441	748,026	758,411
Parks and Recreation	1,803,333	1,936,083	2,632,896
Capital Outlay	3,653,071	3,656,703	5,037,740
Debt Service			
Principal Retirement	1,040,880	1,149,185	1,195,669
Interest and Fiscal Charges	604,406	563,433	514,068
Total Expenditures	19,523,014	20,333,090	23,331,065
Excess (Deficiency) of Revenues Over (Under) Expenditures	66,982	(182,558)	(2,506,939)
Other Financing Sources (Uses)			
Disposal of Capital Assets	48,446	278,062	2,500
Debt Issuance	1,627,183	-	800,000
Bond Premium/(Discount)	122,288	-	-
Payment to Escrow Agent	(1,581,984)	-	-
Transfers In	1,326,090	1,524,658	2,753,031
Transfers Out	(2,460,744)	(2,658,710)	(2,937,130)
	(918,721)	(855,990)	618,401
Net Change in Fund Balances	(851,739)	(1,038,548)	(1,888,538)
Debt Service as a Percentage of Noncapital Expenditures	10.293%	9.793%	9.228%

* Modified Accrual Basis of Accounting
** In 2022, expenses related to non-capital costs in the Citywide Captial Projects Fund were moved from the General Government function to the Public Works function.
Data Source: City Records

2019	2020	2021	2022**	2023	2024	2025
12,995,856	13,211,204	13,838,886	16,424,479	17,394,073	17,841,646	19,300,654
4,279,863	3,620,336	6,464,863	6,954,683	7,182,747	6,089,054	6,386,759
1,208,345	1,128,865	1,475,431	1,296,907	1,770,684	2,098,831	1,328,228
3,176,017	3,078,023	4,125,547	3,854,197	4,732,776	5,847,268	6,298,496
118,600	88,222	116,515	211,263	114,800	118,996	101,909
154,071	239,155	15,488	(24,510)	475,624	924,674	987,716
1,494,246	445,275	362,668	2,096,524	1,550,338	433,250	1,580,050
23,426,998	21,811,080	26,399,398	30,813,543	33,221,042	33,353,719	35,983,812
4,946,923	5,921,054	7,752,809	5,264,752	5,615,583	5,892,901	6,351,579
5,356,149	5,818,063	5,686,873	6,019,369	6,194,360	6,646,308	7,064,433
869,044	816,350	828,098	1,154,892	1,312,006	1,266,989	1,252,511
2,288,047	2,337,032	2,990,739	3,224,616	3,996,927	4,806,948	5,321,739
791,441	834,724	799,301	834,944	1,014,370	1,025,240	954,823
2,562,757	2,224,304	2,478,660	2,381,042	2,978,143	3,291,804	3,839,877
2,782,137	1,516,238	1,618,216	6,534,677	12,564,376	5,044,661	13,775,074
1,462,304	1,485,368	1,540,392	1,597,659	2,061,812	1,792,863	2,010,013
515,118	474,199	426,199	616,595	565,952	495,414	607,263
21,573,920	21,427,332	24,121,287	27,628,546	36,303,529	30,263,128	41,177,312
1,853,078	383,748	2,278,111	3,184,997	(3,082,487)	3,090,591	(5,193,500)
-	11,723	13,927	35,598	100,851	748,966	207,604
-	548,273	-	9,260,000	131,184	-	39,550,000
-	-	-	525,011	-	-	-
-	(531,617)	-	-	-	-	1,534,926
2,213,618	2,023,602	3,384,573	8,729,848	6,323,350	5,113,365	4,331,593
(3,135,233)	(2,703,538)	(3,663,212)	(9,354,155)	(8,027,915)	(6,283,715)	(5,504,723)
(921,615)	(651,557)	(264,712)	9,196,302	(1,472,530)	(421,384)	40,119,400
931,463	(267,809)	2,013,399	12,381,299	(4,555,017)	2,669,207	34,925,900
10.629%	9.769%	9.673%	10.624%	10.837%	8.525%	9.102%

UNITED CITY OF YORKVILLE, ILLINOIS

Assessed Value and Actual Value of Taxable Property - Last Ten Fiscal Years
April 30, 2025 (Unaudited)

Fiscal Year	Tax Levy Year	Residential Property	Farm	Commercial Property
2016	2015	$ 320,914,471	$ 2,861,401	$ 84,529,087
2017	2016	354,408,067	2,963,511	84,099,111
2018	2017	386,855,913	3,083,218	83,975,023
2019	2018	416,780,620	3,202,140	83,874,064
2020	2019	450,745,939	3,259,791	83,974,878
2021	2020	484,024,398	3,360,133	79,649,698
2022	2021	524,668,429	3,524,082	79,815,145
2023	2022	599,625,774	3,936,704	80,620,321
2024	2023	694,598,716	4,209,199	87,102,531
2025	2024	802,816,701	6,857,723	91,833,842

Data Source: Office of the County Clerk

Note: Property is assess at 33% of actual value.

Industrial Property	Railroad Property	Total Taxable Assessed Value	Estimated Actual Value of Taxable Property	Total Direct Tax Rate
$ 13,000,039	$ 17,329	$ 421,322,327	$ 1,263,966,981	0.7361
14,944,561	17,328	456,432,578	1,369,297,734	0.6795
15,349,880	17,328	489,281,362	1,467,844,086	0.6471
15,386,433	60,243	519,303,500	1,557,910,500	0.6242
15,509,884	89,004	553,579,496	1,660,738,488	0.6029
15,586,411	75,859	582,696,499	1,748,089,497	0.5880
15,512,284	77,628	623,597,568	1,870,792,704	0.5710
15,925,318	90,328	700,198,445	2,100,595,335	0.5377
16,551,850	101,044	802,563,340	2,407,690,020	0.4921
17,240,090	125,091	918,873,447	2,756,620,341	0.4415

UNITED CITY OF YORKVILLE, ILLINOIS

Principal Property Taxpayers - Current Tax Levy Year and Nine Tax Levy Years Ago
April 30, 2025 (Unaudited)

	2024 Tax Levy			2015 Tax Levy		
Taxpayer	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
Wrigley Manufacturing Co., LLC	$ 5,053,396	1	0.55%	$ 2,751,467	7	0.65%
Yorkville MODA LLC	4,217,504	2	0.46%			
Yorkville Marketplace LLC	4,124,905	3	0.45%	4,742,852	3	1.13%
Yorkville Apartments Holdings LLC	3,770,123	4	0.41%	2,478,455	8	0.59%
Menards, Inc	3,225,137	5	0.35%	5,864,784	1	1.39%
Fox River Essential Housing LLC	2,784,071	6	0.30%	2,341,056	9	0.56%
Cedarhurst of Yorkville Real Estate LLC	2,660,788	7	0.29%			
Target Corporation	2,050,529	8	0.22%	3,092,795	5	0.73%
Alliance Development Corporation	2,017,346	9	0.22%			
Illinois Greenhouse LLC	1,970,046	10	0.21%			
Kendall Holdings LLC				4,827,673	2	1.15%
Copley Ventures, Inc.				3,726,607	4	0.88%
Boombah Properties LLC				2,924,928	6	0.69%
NCG Yorkville LLC				1,825,387	10	0.43%
	31,873,845		3.47%	34,576,004		8.20%

Data Source: Office of the County Clerk

UNITED CITY OF YORKVILLE, ILLINOIS

Direct and Overlapping Property Tax Rates - Last Ten Tax Levy Years
April 30, 2025 (Unaudited)

See Following Page

UNITED CITY OF YORKVILLE, ILLINOIS

Direct and Overlapping Property Tax Rates - Last Ten Tax Levy Years
April 30, 2025 (Unaudited)

	2015	2016	2017
City Direct Rates			
Corporate	0.2380	0.2197	0.2049
Bonds and Interest	0.0113	-	-
IMRF	-	-	-
Police Protection	0.2407	0.1999	0.2003
Police Pension	0.1959	0.2117	0.1969
Audit	0.0069	0.0066	0.0061
Liability Insurance	0.0091	0.0088	0.0082
Social Security	0.0342	0.0329	0.0307
School Crossing Guard	-	-	-
Revenue Recapture	-	-	-
Total Direct Rates	0.7361	0.6795	0.6471
Overlapping Rates			
Kendall County	0.7909	0.7477	0.7088
Kendall County Forest Preserve	0.1787	0.1755	0.1752
Bristol Township	0.3960	0.3408	0.2787
Bristol - Kendall Fire District	0.8077	0.7592	0.7425
Yorkville Community Unit School District #115	7.8713	7.5634	7.3444
Waubonsee Community College District #516	0.5885	0.5601	0.5514
Yorkville Public Library	0.3287	0.3080	0.2994
Total Overlapping Rates	10.9618	10.4547	10.1004
Total Direct and Overlapping Rates	11.6979	11.1342	10.7475

Data Source: Office of the County Clerk

Notes:
(1) Rates are per $100 of Assessed Value.
(2) Representative tax rates for other government units are from Bristol Township

2018	2019	2020	2021	2022	2023	2024
0.1931	0.1811	0.1694	0.1579	0.1417	0.1239	0.1072
-	-	-	-	-	-	-
-	-	-	-	-	-	0.0109
0.1709	0.1562	0.1484	0.1596	0.1625	0.1597	0.1394
0.2140	0.2223	0.2291	0.2141	0.1984	0.1744	0.1595
0.0057	0.0054	0.0052	0.0048	0.0043	0.0038	0.0033
0.0077	0.0072	0.0069	0.0064	0.0058	0.0050	0.0044
0.0289	0.0271	0.0258	0.0241	0.0216	0.0189	0.0163
0.0039	0.0036	0.0034	0.0032	0.0029	0.0025	-
-	-	-	0.0009	0.0006	0.0040	0.0005
0.6242	0.6029	0.5880	0.5710	0.5377	0.4921	0.4415
0.6728	0.6409	0.6232	0.6016	0.5908	0.5671	0.5281
0.1503	0.1542	0.1582	0.1620	0.1476	0.1426	0.1304
0.2618	0.0952	0.0912	0.1535	0.1412	0.1280	0.1157
0.7300	0.7202	0.7159	0.7050	0.6988	0.6716	0.6241
7.1852	7.0338	6.9567	6.7867	6.6524	6.2178	5.7473
0.5413	0.5273	0.4378	0.4698	0.4642	0.4515	0.4183
0.2892	0.2829	0.2775	0.2678	0.2553	0.2350	0.1164
9.8306	9.4545	9.2605	9.1465	8.9502	8.4135	7.6803
10.4548	10.0574	9.8485	9.7175	9.4879	8.9056	8.1218

UNITED CITY OF YORKVILLE, ILLINOIS

Property Tax Levies and Collections - Last Ten Fiscal Years
April 30, 2025 (Unaudited)

Fiscal Year	Tax Levy Year	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years***	Total Collections to Date **	
			Amount	Percentage of Levy		Amount	Percentage of Levy
2016	2014*	$ 3,159,892	$ 3,146,278	99.57%	-	$ 3,146,278	99.57%
2017	2015*	3,101,185	3,071,484	99.04%	-	3,071,484	99.04%
2018	2016	3,101,322	3,093,892	99.76%	-	3,093,892	99.76%
2019	2017	3,165,651	3,149,635	99.49%	-	3,149,635	99.49%
2020	2018	3,241,457	3,231,926	99.71%	-	3,231,926	99.71%
2021	2019	3,337,703	3,327,913	99.71%	-	3,327,913	99.71%
2022	2020	3,426,430	3,415,461	99.68%	-	3,415,461	99.68%
2023	2021	3,560,742	3,552,451	99.77%	-	3,552,451	99.77%
2024	2022	3,737,343	3,708,527	99.23%	-	3,708,527	99.23%
2025	2023	3,912,373	3,912,307	100.00%	-	3,912,307	100.00%

Data Source: Office of the County Treasurer

* The 2014 and 2015 tax levy extended amounts include bonds and interest in the amount of $165,564 and $47,525, respectively, that were previously abated.

** Includes property taxes collected in the current year that may be attributable to prior years. These collections, if any, are immaterial as 99% or greater of the current year's tax levy has historically been collected during the respective fiscal year. Additionally, information to associate any non-current tax collections to a specific tax levy is not readily available.

*** Information for collections in subsequent years is unavailable.

Note: Property in the City is reassessed each year. Property is assessed at 33% of actual value.

UNITED CITY OF YORKVILLE, ILLINOIS

Estimate of Taxable Sales by Category - Last Ten Calendar Years
April 30, 2025 (Unaudited)

See Following Page

UNITED CITY OF YORKVILLE, ILLINOIS

Estimate of Taxable Sales by Category - Last Ten Calendar Years
April 30, 2025 (Unaudited)

		2015	2016	2017
General Merchandise	$	608,996	597,618	581,090
Food		385,034	377,825	417,028
Drinking and Eating Places		332,752	376,762	401,725
Apparel		95,975	99,354	94,459
Furniture & H.H. & Radio		2,597	2,373	1,590
Lumber, Building Hardware		470,357	510,521	539,760
Automobile and Filling Stations		160,717	188,830	187,127
Drugs and Miscellaneous Retail		362,225	506,123	487,129
Agriculture and All Others		232,923	135,378	213,964
Manufacturers		102,011	116,723	36,167
Total		2,753,587	2,911,507	2,960,039
City Direct Sales Tax Rate		1.00%	1.00%	1.00%

Data Source: Illinois Department of Revenue - Local Tax Allocation Division

Data available for calendar year only.

2018	2019	2020	2021	2022	2023	2024
596,620	565,194	553,360	672,669	673,531	674,449	909,818
452,298	485,658	522,083	552,205	621,989	625,838	638,702
413,204	429,128	454,292	606,299	595,743	679,045	661,318
99,121	49,305	34,163	65,116	73,247	75,028	80,443
1,902	1,150	891	6,702	11,409	13,444	11,352
558,358	592,844	745,531	802,407	789,516	814,628	782,960
220,232	251,785	295,001	358,029	428,416	394,573	391,391
484,825	527,795	554,512	1,010,887	979,753	1,118,190	1,233,169
219,283	239,758	221,374	251,437	333,121	385,852	482,458
30,503	30,270	32,510	45,663	57,179	28,555	25,843
3,076,346	3,172,887	3,413,717	4,371,414	4,563,903	4,809,602	5,217,454
1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%

UNITED CITY OF YORKVILLE, ILLINOIS

Direct and Overlapping Sales Tax Rates - Last Ten Fiscal Years
April 30, 2025 (Unaudited)

Fiscal Year	State Sales Tax	Local Sales Tax to City	City Non-Home Rule Sales Tax	County Sales Tax	County Public Safety Property	Total Sales Tax Rate
2016	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%
2017	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%
2018	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%
2019	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%
2020	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%
2021	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%
2022	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%
2023	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%
2024	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%
2025	5.00%	1.00%	1.00%	0.25%	1.00%	8.25%

Data Source: Illinois Department of Revenue

The above tax rates are for General Merchandise.

UNITED CITY OF YORKVILLE, ILLINOIS

Ratios of Outstanding Debt by Type - Last Ten Fiscal Years
April 30, 2025 (Unaudited)

See Following Page

UNITED CITY OF YORKVILLE, ILLINOIS

Ratios of Outstanding Debt by Type - Last Ten Fiscal Years
April 30, 2025 (Unaudited)

	Governmental Activities				
Fiscal Year	General Obligation and Alternative Revenue Source Bonds	Notes Payable	Other Commitments	Leases	General Obligation and Alternative Revenue Source Bonds
2016	$ 15,325,990	$ 938,210	$ 1,890	$ -	$ 18,555,000
2017	14,252,531	820,482	1,890	-	20,613,544
2018	13,138,403	1,500,822	1,890	-	18,605,065
2019	11,967,952	1,170,850	1,890	-	16,503,368
2020	10,718,207	926,655	1,890	-	13,685,179
2021	9,406,558	673,426	1,890	-	10,841,111
2022	17,781,130	418,222	1,890	-	8,455,165
2023	15,753,886	360,972	-	93,046	6,048,561
2024	13,986,603	301,625	-	71,245	14,621,081
2025	52,240,955	990,044	-	48,498	38,347,970

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See the Schedule of Demographic and Economic Statistics for personal income and population data.

Business-Type Activities					
Debt Certificates	IEPA Loans Payable	Other Commitments	Total Primary Government	Percentage of Personal Income (1)	Per Capita (1)
$ 5,220,000	$ 1,504,138	$ 2,000,619	$ 43,545,847	8.38%	$ 2,360
1,230,000	1,308,862	2,061,951	40,289,260	7.61%	2,139
1,010,000	1,108,550	2,126,965	37,491,695	6.95%	1,971
580,000	903,070	2,194,902	33,322,032	5.82%	1,656
445,000	745,816	2,272,473	28,795,220	4.75%	1,397
305,000	638,766	2,386,097	24,252,848	3.81%	1,126
155,000	529,024	2,505,402	29,845,833	4.53%	1,386
-	416,520	2,655,402	25,328,387	3.70%	1,063
-	301,186	2,617,902	31,899,642	4.46%	1,292
-	182,951	2,580,402	94,390,820	12.62%	3,823

UNITED CITY OF YORKVILLE, ILLINOIS

Ratios of General Bonded Debt Outstanding - Last Ten Fiscal Years
April 30, 2025 (Unaudited)

Fiscal Year	General Obligation and Alternative Revenue Source Bonds	Less: Amounts Available in Debt Service	Total	Percentage of Total Taxable Assessed Value of Property (1)	Per Capita (2)
2016	$ 33,880,990	$ -	$ 33,880,990	8.04%	$ 1,836
2017	34,866,075	-	34,866,075	7.64%	1,851
2018	31,743,468	-	31,743,468	6.49%	1,669
2019	28,471,320	-	28,471,320	5.48%	1,415
2020	24,403,386	-	24,403,386	4.41%	1,184
2021	20,247,669	-	20,247,669	3.47%	940
2022	26,236,295	-	26,236,295	4.21%	1,218
2023	21,802,447	-	21,802,447	3.11%	915
2024	28,607,684	-	28,607,684	3.56%	1,159
2025	90,588,925	-	90,588,925	9.86%	3,486

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See the Schedule of Assessed Value and Actual Value of Taxable Property for property value data.

(2) See the Schedule of Demographic and Economic Statistics for personal income and population data.

UNITED CITY OF YORKVILLE, ILLINOIS

Schedule of Direct and Overlapping Governmental Activities Debt
April 30, 2025 (Unaudited)

Governmental Unit	(1) Gross Debt	(2) Percentage of Debt Applicable to City *	(3) City's Share of Debt
United City of Yorkville	$ 53,279,497	100.000%	$ 53,279,497
Overlapping Debt			
County of Kendall (4)	9,520,000	17.64%	1,679,489
Forest Preserve District of Kendall County	12,930,000	17.64%	2,281,071
Yorkville-Bristol Sanitary District	47,135,000	98.19%	46,280,410
Yorkville Community Unit School District #115	35,435,000	62.32%	22,084,701
Waubonsee Community College District #516	49,305,000	6.30%	3,106,552
Joliet Junior College District #525	80,305,000	0.00%	1,416
Plano Community Unit School District #88	34,240,000	1.04%	356,687
Newark Community Consolidated School District #66	2,732,100	44.00%	12,137
Total Overlapping Debt	271,602,100		75,802,463
Total Direct and Overlapping Debt	324,881,597		129,081,960

Data Source: Kendall County Tax Extension Department

* Determined by ratio of assessed valuation of property subject to taxation in the City to valuation of property subject to taxation in overlapping unit.

Notes:
(1) As of August 26, 2025.
(2) Percentages are based on 2024 EAV's, the latest available.
(3) The United City of Yorkville has $51,672,000 in outstanding non-committal debt which is expected to paid from sources other than City revenues.
(4) Includes Public Building Commission.

UNITED CITY OF YORKVILLE, ILLINOIS

Schedule of Legal Debt Margin - Last Ten Fiscal Years
April 30, 2025 (Unaudited)

	2016	2017	2018	2019
Legal Debt Limit	$ 36,339,051	39,367,310	42,200,517	44,789,927
Total Net Debt Applicable to Limit	13,420,000	6,835,000	6,045,000	5,000,000
Legal Debt Margin	22,919,051	32,532,310	36,155,517	39,789,927
Total Net Debt Applicable to the Limit as a Percentage of Debt Limit	36.93%	17.36%	14.32%	11.16%

2020	2021	2022	2023	2024	2025
47,746,232	50,257,573	53,785,290	60,392,116	69,221,088	80,193,764
4,756,655	3,878,426	2,953,222	1,990,972	1,131,625	990,044
42,989,577	46,379,147	50,832,068	58,401,144	68,089,463	79,203,720
9.96%	7.72%	5.49%	3.30%	1.63%	1.23%

Legal Debt Margin Calculation for Fiscal Year 2025

Assessed Value	$ 929,782,768
Bonded Debt Limit - 8.625% of Assessed Value	80,193,764
Amount of Debt Applicable to Limit	990,044
Legal Debt Margin	79,203,720

UNITED CITY OF YORKVILLE, ILLINOIS

Pledged-Revenue Coverage - Last Ten Fiscal Years
Governmental Activities
April 30, 2025 (Unaudited)

Fiscal Year	Incremental Property/ Property Tax	Municipal Utility Tax	Municipal Sales Tax	Net Available Revenue	Debt Service		Coverage
					Principal	Interest	
2016	$ 164,852	$ 393,680	$ 2,778,116	$ 3,336,648	$ 255,000	$ 53,550	10.81
2017	215,360	359,947	2,940,976	3,516,283	270,000	50,150	10.98
2018	198,294	334,595	3,002,133	3,535,022	275,000	44,750	11.06
2019	198,918	329,742	3,070,663	3,599,323	285,000	39,250	11.10
2020	279,643	971,440	3,222,256	4,473,339	290,000	34,025	13.81
2021	222,099	1,010,210	3,617,361	4,849,670	602,163	250,236	5.69
2022	347,161	1,209,606	4,450,012	6,006,779	622,455	231,100	7.04
2023	333,055	1,295,956	4,618,030	6,247,041	1,216,424	446,543	3.76
2024	348,252	1,139,841	4,873,592	6,361,685	911,716	410,526	4.81
2025	452,593	1,204,680	5,375,086	7,032,359	945,685	383,299	5.29

Notes:
Details regarding the City's outstanding debt can be found in the Notes to the Financial Statements.

Series 2014A and 2015A Bonds are payable from revenues from Sales Taxes and incremental taxes, if any, from the Countryside TIF.

UNITED CITY OF YORKVILLE, ILLINOIS

Pledged-Revenue Coverage - Last Ten Fiscal Years
Business-Type Activities
April 30, 2025 (Unaudited)

Fiscal Year	Water and Sewer Revenues	Less: Operating Expenses	State Income Tax	Non-Home Rule Sales Tax	Net Available Revenue	Debt Service		Coverage
						Principal	Interest	
2016	$ 4,493,694	$ 2,386,468	$ 1,715,155	$ 2,126,851	$ 3,822,381	$ 1,245,000	$ 624,002	2.05
2017	4,364,434	2,366,493	1,602,410	2,259,787	5,860,138	1,290,000	592,364	3.11
2018	5,642,966	2,570,417	1,640,291	2,325,623	7,038,463	1,878,991	831,200	2.60
2019	5,571,153	2,331,257	1,966,699	2,358,568	7,565,163	1,982,668	719,080	2.80
2020	5,500,876	2,570,624	1,870,977	2,413,689	7,214,918	2,730,483	602,768	2.16
2021	5,798,153	2,669,714	2,470,986	2,724,628	8,324,053	2,787,837	492,459	2.54
2022	6,175,376	2,906,277	3,175,556	3,483,930	9,928,585	6,512,545	457,580	1.42
2023	6,949,201	2,943,789	3,355,846	3,756,857	11,118,115	2,393,576	202,218	4.28
2024	7,482,996	5,837,098	3,587,615	3,803,807	9,037,320	1,508,284	481,388	4.54
2025	8,667,525	10,747,453	3,826,828	4,121,338	5,868,238	1,679,315	918,227	2.26

Notes:
Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Water and Sewer revenues exclude capital contributions and developer donations. Operating expenses do not include depreciation or amortization expenses.

UNITED CITY OF YORKVILLE, ILLINOIS

Demographic and Economic Statistics - Last Ten Calendar Years
April 30, 2025 (Unaudited)

Calendar Year	Population (1)	Personal Income (4)	Per Capita Personal Income (4)	Median Age (1)	School Enrollment (2)	Unemployment Rate (3)
2015	18,451	$ 519,692,602	$ 54,516	31.6	5,801	4.90%
2016	18,833	529,121,652	55,621	32.3	5,980	4.80%
2017	19,022	539,704,085	58,331	32.3	6,026	4.20%
2018	20,119	572,600,072	61,642	33.7	6,233	4.20%
2019	20,613	605,818,372	64,079	33.7	6,319	3.70%
2020	21,533	636,555,184	67,671	33.3	6,245	7.90%
2021	21,533	658,834,615	70,039	32.7	6,266	5.20%
2022	23,835	684,652,105	72,512	34.5	6,596	3.90%
2023	24,693	715,461,450	75,775	35.4	6,833	4.30%
2024	25,986	747,657,215	77,429	34.5	7,032	4.20%

Data Source:
(1) U.S. Census Bureau
(2) Data provided by School District Administrative Offices
(3) Illinois Department of Employment Security, Economic Information and Analysis
(4) U.S. Bureau of Economic Analysis: Chicago-Naperville-Elgin Metropolitan Statistical Area

UNITED CITY OF YORKVILLE, ILLINOIS

Principal Employers - Current Calendar Year and Nine Calendar Years Ago
April 30, 2025 (Unaudited)

	2025 Calendar Year			2015 Calendar Year		
Employer	Employees	Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment
Wrigley Manufacturing Co.	516	1	1.99%	450	1	2.39%
Raging Waves (Seasonal)	490	2	1.89%	450	1	2.39%
Super Target	273	3	1.05%	225	2	1.19%
Jewel/Osco	185	4	0.71%	150	3	0.80%
Home Depot	140	5	0.54%	110	7	0.58%
Menards Mega Store	136	6	0.52%	130	5	0.69%
Newlywed Foods	125	7	0.48%	140	4	0.74%
Bright Farms	108	8	0.42%			
Wheatland Title	87	9	0.33%	85	9	0.45%
Midwest Refrigerated Services	86	10	0.33%			
Boombah, Inc				130	5	0.69%
Kohl's				115	6	0.61%
Hillside Health Care Center				90	8	0.48%
Aurora Speciality Textiles				85	9	0.45%
Yorkville Animal Hospital				65	10	0.35%
Rush-Copley Medical Center				65	10	0.35%
	2,146		8.26%	2,290		12.16%

Data Source: City Records and Illinois Manufacturers Directory.

UNITED CITY OF YORKVILLE, ILLINOIS

Full-Time and Part-Time Government Employees by Function - Last Ten Fiscal Years
April 30, 2025 (Unaudited)

	2016	2017	2018
Full Time			
General Government			
Administration	4.0	4.0	5.5
Finance	4.0	4.0	4.0
Community Development	4.0	4.0	5.0
Public Safety			
Police			
Officers	29.0	29.0	30.0
Civilians	3.0	3.0	3.0
Public Works			
Streets	5.3	5.3	5.3
Water	5.3	5.3	5.3
Sewer	3.3	3.3	3.3
Buildings and Grounds	-	-	-
Parks & Recreation			
Parks	6.5	7.5	7.5
Recreation	5.5	5.5	6.0
Library	4.0	4.0	4.0
Part Time			
General Government			
Administration	1.0	1.0	-
Community Development	1.0	3.0	2.0
Public Safety			
Police			
Officers	5.0	5.0	4.0
Civilians	9.0	8.0	9.0
Public Works			
Streets	1.0	1.0	3.0
Water	2.0	1.0	-
Sewer	-	-	-
Parks & Recreation			
Parks	7.0	7.0	7.0
Recreation	32.0	35.0	33.0
Library	27.0	28.0	24.0
Total	159.0	163.9	160.9

Data Source: City Human Resource Department

2019	2020	2021	2022	2023	2024	2025
5.5	5.5	5.5	4.5	4.5	4.5	5.5
4.0	4.0	4.0	4.0	4.0	4.0	4.0
6.0	6.0	6.0	7.0	8.3	8.3	9.3
27.0	31.0	32.0	32.0	33.0	33.0	33.0
3.0	3.0	3.0	3.0	3.0	3.0	3.0
5.3	5.3	5.3	7.3	7.6	7.6	8.9
4.3	5.8	5.8	5.8	6.1	5.6	6.4
2.3	3.8	3.8	3.8	3.1	3.6	5.4
-	-	-	1.0	1.0	2.0	2.0
8.5	7.5	7.5	9.5	8.0	9.5	11.5
6.0	6.0	5.0	5.0	8.5	9.0	8.0
5.0	5.0	4.0	4.0	6.0	6.0	5.0
-	-	-	-	-	-	-
-	-	-	-	-	-	1.0
3.0	3.0	1.0	1.0	1.0	-	-
8.0	10.0	3.0	7.0	7.0	6.0	6.0
-	3.0	-	-	-	-	-
-	1.0	-	-	-	-	1.0
-	1.0	-	-	-	-	-
6.0	6.0	1.0	6.0	3.0	4.0	8.0
33.0	48.0	17.0	48.0	28.0	60.0	53.0
23.0	32.0	22.0	29.0	18.0	18.0	21.0
150.0	187.0	126.0	178.0	150.0	184.0	192.0

UNITED CITY OF YORKVILLE, ILLINOIS

Operating Indicators by Function/Program - Last Ten Fiscal Years
April 30, 2025 (Unaudited)

	2016	2017	2018	2019
Police				
Arrests Made	466	602	619	665
Parking Violations	655	426	274	170
Traffic Violations	1,252	881	1,022	604
Reports Taken	1,911	1,916	2,045	2,022
Calls for Service	13,727	11,953	12,047	13,043
Community Development				
Permits Issued	681	871	1,003	980
Public Works				
Street Resurfacing (Miles)	2.12	6.01	7.51	4.39
Snow and Ice Control (Tons of Salt)	1,490	1,285	1,748	1,730
Pothole Repairs (Tons of Asphalt)	610	511	218	212
Water				
Number of Accounts	6,465	6,644	6,805	7,038
Total Annual Consumption (Cubic Feet)	61,736,969	64,208,149	68,062,433	68,173,114
Average Daily Consumption (Cubic Feet)	169,142	175,913	186,472	186,776

*Police information is presented on a calendar year basis. Operating indicators are through June 2025.

Data Source: Various City Departments

2020	2021	2022	2023	2024	2025	
401	502	421	500	390	244	*
56	49	175	124	287	155	*
6,053	6,050	5,176	5,320	8,472	4,967	*
2,251	2,504	2,223	2,422	3,686	1,791	*
12,449	13,450	13,538	12,901	16,853	10,354	*
2,247	1,975	1,519	1,552	2,270	1,381	
3.05	2.35	7.87	4.51	4.78	11.90	
1,130	1,786	1,885	1,614	1,542	1,330	
202	31	33	119	20	47	
7,265	7,492	7,913	8,203	8,456	8,750	
66,979,711	73,117,169	77,527,954	75,269,793	79,138,772	80,294,957	
183,506	200,321	212,405	206,219	216,819	219,986	

UNITED CITY OF YORKVILLE, ILLINOIS

Capital Asset Statistics by Function/Program - Last Ten Fiscal Years
April 30, 2025 (Unaudited)

	2016	2017	2018
Public Safety			
Police			
Stations	1	1	1
Patrol Units	20	20	22
Public Works			
Streets (Miles)	88	90	95
Traffic Signals	26	26	26
Storm Sewers (Miles)	90	96	106
Water			
Water Mains (Miles)	72	77	85
Fire Hydrants	1,415	1,515	1,645
Sewer			
Sanitary Sewers (Miles)	64	68	74
Lift Stations	7	7	7

Data Source: Various City Departments

2019	2020	2021	2022	2023	2024	2025
1	1	1	1	1	1	1
21	20	22	23	23	23	23
95	138	140	140	116	123	123
26	26	26	26	27	27	27
162	167	167	167	167	167	167
150	151	152	152	151	151	151
2,208	2,208	2,215	2,215	2,239	2,239	2,247
136	136	136	136	138	138	138
7	7	7	7	7	7	8

UNITED CITY OF YORKVILLE, ILLINOIS

New Permits and Construction Values - Last Ten Fiscal Years
April 30, 2025 (Unaudited)

Fiscal Year	Commercial Construction		Residential Construction Single-Family		Residential Construction Multi-Family		Total	
	Permits Issued	Construction Value	Permits Issued	Construction Value	Permits Issued	Construction Value	Permits Issued	Construction Value
2016	6	$ 1,060,000	98	$ 16,451,049	-	$ -	104	$ 17,511,049
2017	6	2,361,795	159	28,818,289	-	-	165	31,180,084
2018	10	25,292,000	165	28,598,202	48	2,640,000	223	56,530,202
2019	8	3,626,350	217	34,439,272	5	324,254	230	38,389,876
2020	11	3,992,100	139	20,410,448	34	3,813,608	184	28,216,156
2021	8	1,044,324	272	41,739,549	118	13,588,257	398	56,372,130
2022	7	3,016,607	210	34,888,478	148	18,461,906	365	56,366,991
2023	7	1,680,000	197	34,027,249	141	19,776,340	345	55,483,589
2024	11	79,021,008	273	49,680,329	109	12,910,500	393	141,611,837
2025	7	29,188,704	141	24,603,938	42	5,846,000	190	59,638,642

Data Source: City Records

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 – October 14, 2025

Meeting and Date: City Council – October 28, 2025

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jori Contrino (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, OCTOBER 14, 2025

Mayor Purcell called the meeting to order at 7:00 p.m. and led the Council in the Pledge of Allegiance.

ROLL CALL

City Clerk Contrino called the roll.

Ward I	Koch	Present	
	Transier	Present	
Ward II	Plocher	Present	(electronic attendance – late arrival 7:05 pm, then in-person at 7:33 pm)
	Soling	Present	
Ward III	Funkhouser	Present	
	Marek	Present	
Ward IV	Corneils	Present	(electronic attendance)
	Hyett	Absent	

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

Staff in attendance electronically: Attorney Orr, Assistant City Administrator Willrett

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/82298589090?pwd=1q1aBlIesRzaQnnuu04greDKzTt0uL.1.
The Zoom meeting ID was 822 9858 9090.

QUORUM

A quorum was established**.**

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

None.

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

Cecilia Martinez, a Yorkville resident, shared her thoughts on the public camping ordinance. She read from her "Updates to Known Unhoused Situations" handout *(see attached)*, which highlights the placement of three unhoused individuals by the Daybreak Shelter. She expressed that she feels the ordinance should be repealed.

Alison Metz, a Yorkville resident, submitted a series of questions to the City Council *(see attached)* regarding the public camping ordinance. She would like it to be repealed.

Anne Engelhardt, a Yorkville resident and former Kendall Co. PADS Executive Director, shared her thoughts on the public camping ordinance. She shared the written comments that she emailed *(see attached)*. She also invited the Council to attend a Zoom training on October 16, 2025, that relates to homelessness encampments.

Alyssa Marrero, Director of AID Mobile Crisis Team. She shared that while AID is limited to mental health, they are willing to assist on any task force created. She also recognized Cecilia Martinez for assisting in getting homeless individuals connected to resources.

John Bryan, a resident of Legacy Farms, shared his thoughts on the data centers. He mentioned that he is still waiting to see the project specifications, including planned energy consumption, water usage, cooling, and generator details. He also said that people in Aurora are saying the noise from the C1 data center is outrageous.

Keith Landovitz, a resident who lives on the west side of Ashe Road, spoke on the Project Cardinal Planned Unit Agreement's phasing proposal. He believes that if the development phase begins west of Ashe Road, the residents in that area will be most affected. He proposes beginning construction of the data center at the center of the property, closest to the ComEd transmission lines.

Alicia Castillo, a Yorkville resident, shared her thoughts on the public camping ordinance. She pointed out sections of the City Code and State Code that are already in place that could address any concerns related to public camping. She described Ordinance 2025-57 as redundant and harsh, and she requests that the City repeal it.

Attorney Bernie Weiler reported that Aurora currently has a moratorium on Data Centers. He asked the Council to consider those living near the proposed project area. He emphasized the need for caution in moving forward because once the PUD is approved, it cannot be changed for 20 years. He also noted that there are no guarantees of benefits.

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

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

REPORTS

MAYOR'S REPORT

Ordinance 2025-71 **Amending Title 7, Chapter 12 of the Yorkville City Code (Public Camping Ordinance** (CC 2025-58)

Mayor Purcell entertained a motion to approve an Ordinance Amending Title 7, Chapter 12 of the Yorkville City Code (Public Camping Ordinance) and authorize the Mayor and City Clerk to execute. So moved by Alderman Soling; seconded by Alderman Marek.

City Administrator Olson reported that this amendment requires the PD to inform anyone who is public camping about all known social services available before issuing a citation. It allows sleeping in cars in public parking lots, parks, public spaces, or on the streets at any time. It still does not allow public camping. It also removes a violation of private property unless the property owner does not allow it.

Alderman Transier asked whether anyone had spoken to the State's Attorney's office about prosecuting the offense if it reaches the sixth violation. City Administrator Olson stated the City did not. Alderman Transier stated enforcement may be an issue.

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

2025 Preliminary Tax Estimate
(CC 2025-73)

Mayor Purcell reported that the increase is 2.9% over last year. The City plans to use the increment generated from new construction only. Finance Director Fredrickson reported that, for the public hearing, they increased the new construction budget by 20%, which sets the ceiling, but could always be set lower. He explained that this is due to changes in assessed values between the initial assessment in August and the final assessed values in November.

Resolution 2025-107 **Authorizing the Repair of a Water Main on Crooked Creek Drive in an Amount Not to Exceed $92,920**
(CC 2025-74)

Mayor Purcell entertained a motion to approve a Resolution Authorizing the Repair of a Water Main on Crooked Creek Drive in an Amount Not to Exceed $92,920 and authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Soling.

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

Public Works Director Dhuse reported that a small section of the water main on Crooked Creek Drive has experienced three water main breaks, two of which were very large and resulted in a significant loss of water. These pipes have deteriorated to the point where holes are now forming at the bottom. They need to replace the damaged pipes now, then work with EEI on a plan for a secondary feed, and finally design and construct a new water main for the subdivision in that area.

Data Centers Water Planning Services
(CC 2025-75)

Resolution 2025-108 **a. Approving a Memorandum of Understanding By and Among the United City of Yorkville, Kendall County, Illinois, Pioneer Development, LLC and Pioneer, L.P.**

Mayor Purcell entertained a motion to approve a Resolution Approving Memorandum of Understanding By and Among the United City of Yorkville, Kendall County, Illinois, Pioneer Development, LLC, and Prologis L.P. and authorize the Mayor and City Clerk to execute. So moved by Alderman Funkhouser; seconded by Alderman Marek.

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

Resolution 2025-109 **b. Approving an Engineering Agreement with Engineering Enterprises, Inc. (Water Planning) for Data Center Developments – 2025)**

Mayor Purcell entertained a motion to approve a Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Water Planning for Data Center Developments – 2025) and authorize the Mayor and City Clerk to execute. So moved by Alderman Funkhouser; seconded by Alderman Koch.

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

Ordinance 2025-72 **Authorizing the Acquisition of an Easement for the Construction of Improvements to the City's Water System (Baird)**
(CC 2025-76)

Mayor Purcell entertained a motion to approve an Ordinance Authorizing the Acquisition of an Easement for the Construction of Improvements to the City's Water System (Baird) and authorize the Mayor and City Clerk to execute. So moved by Alderman Marek; seconded by Alderman Koch.

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

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

Parks and Recreation Director Evans announced that the Prestwick Playground is now open, while the Cannonball Playground is currently closed for construction. He also noted that the Recreation App is operational.

RECESS

Mayor Purcell stated that a brief recess would take place.

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)

Community Development Director Barksdale Noble shared that the traffic impact study was provided, and staff had reviewed it and found the site would generate limited traffic. The study indicated that they will not require major roadway improvements beyond those already planned. They plan to realign East Beecher Road to connect with Corneils Road. The City engineer reviewed the plans, providing several comments and requesting revisions. These revisions included incorporating construction traffic phases and updating the plan to reflect the county's plan for Galena Road, as well as the future roundabouts at the Beecher and Corneils intersections. She then shared an update on the Sound Study, where they have provided a follow-up report. The findings do not contradict the overall results of the previous sound study but clarify an error in the Revision B report related to the emergency generators. See memo in the packet for revisions. She also shared that they will not utilize propylene glycol at their data center.

Greg Jones with Ancel Glink provided a presentation on Project Steel's overall project. *(see attached)*

Mayor Purcell asked if they plan to work with the local trade unions, and they said yes. He also inquired if they had considered using solar panels. They responded that they hadn't but would consider it if the City requested it. However, they mentioned that there is no open space available. He further asked about the roundabouts and whether they accounted for farm equipment, to which they confirmed yes. Mayor Purcell reiterated that he knows Phase 1 is only partially within the Yorkville school district and expressed a wish that the entire first phase be included in the district. They acknowledged understanding this request and mentioned they are working with ComEd to continue exploring it. Mayor then asked how much power they expect to use, and they replied 1500 megawatts (1.5 gigawatts) at total build-out. Mayor Purcell asked when the first building would be completed if approved; they estimated around 3 ½ years. He also asked if they have tenants lined up, and they said no, but they have relationships with multiple hyper scalers who are aware of the site. Lastly, he inquired about the bike path and whether they are willing to start on it early; they responded yes, depending on construction and safety considerations.

Alderman Koch asked about the switchyards build-out. They shared that the switch yard for ComEd will be built first, then the substation for phase 1, and then the building. Then they would start on the substation for phase 2, and so on.

Alderman Marek inquired about energy consumption and whether it aligns with expectations or if there's potential for it to decrease as technology becomes more efficient, with the possibility of more equipment on the racks than initially projected. They discussed that, based on past trends, compute power is being utilized more efficiently. He mentioned that compute power demand is increasing significantly. City Administrator Olson added that a recent data center conference highlighted this trend. He noted that data centers are trying to fit more servers on each rack, even as they become more efficient, because demand remains high, and they are attempting to install multiple units of compute power within existing racks. Olson also shared that ComEd indicated data centers are still maintaining their power allocations at a higher level than actual usage, often not fully utilizing their allotted capacity—using about 80% to 90%, averaging around 60%.

Alderman Soling asked if the power usage at other locations causes residents' rates to increase. He mentioned that PJM sets the rates. There could always be a rate increase or decrease depending on future energy prices. He noted that projects in Pennsylvania could affect Yorkville residents. City Administrator Olson added that if the energy supply increases by 10%, during the hot summer, it can go up to 20%-30%, and South of Yorkville experiences even worse increases.

Alderman Marek shared a lot of feedback from residents, saying they do not want data centers in Yorkville because it will increase their bills. However, this is a misconception, as this project will not affect them any more than a data center project in Pennsylvania, which Project Steel acknowledged was correct. Residents also mentioned that they will pay for all upgrades to localized transmissions with ComEd upfront. City Administrator Olson also shared that ComEd has been asking data centers to provide very large deposits or security.

Alderman Funkhouser inquired about the project phases and whether all three phases would be mass graded and have their infrastructure fully completed up front. Project Steel noted that most utility and roadwork would occur during the first phase. They explained they would not mass grade all three phases simultaneously, as some areas would remain untouched for years. Alderman Funkhouser requested clarification on whether, in the first phase, brush and berming would commence at the beginning.

Alderman Transier asked what if the need for large buildings might not be necessary in the years to come. They mentioned that they could have larger buffers since the buildings wouldn't be as significant.

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)

City Administrator Olson reported that the Annexation and PUD agreements are in the packet, near final form, and this item could be voted on at the next meeting. The Annexation agreement involves annexing over 300 acres out of more than 1,000 (previously annexed over 700 acres). Both the Annexation and PUD Agreements will be approved contingent on the future approval of utility, infrastructure, and development agreements, all before July 1, 2026. The developer has requested that no agreements be recorded against the property until all agreements are approved and the property closes. The agreement states that this will be either a data center or something that the City Council must approve. The PUD Agreement notes a 10-year construction timeline, though it is not limited to that. The UDO and zoning changes are locked in for 10 years. The agreement prohibits nuclear energy on-site. Current phases are: Phase 1 to the west, Phase 2 to the south/east, and Phase 3 to the north/east. The developer is flexible on phases, and staff support the phased approach. However, staff prefer the south/east to be last since that will be the most developable property if data centers do not fully develop. The land use plan, which is an exhibit to the agreement, cannot be substantially changed without City Council approval. The primary and secondary access points are Baseline and Galena. A final sound study is required at the time of building

permit issuance. Noise monitoring will continue during construction. The façade will be listed as an exhibit. Building height is restricted to 56.5 feet without rooftop equipment, or 78 feet if rooftop equipment is included. Water usage is estimated at an average of 350,000 gallons per day at full build-out. Once complete, the data center would use half the water that a residential subdivision on the same land would. They must also submit an emergency operations plan to the Bristol Kendall Fire Protection District. Operational testing of the generators is limited to weekdays between 11 a.m. and 5 p.m., excluding holidays. Building permit fees are not frozen within the agreement in case of cost increases. A certificate of occupancy will only be issued once they are connected to the electrical grid. City Administrator Olson also mentioned that there is a list of minor and major amendments to the PUD. The City Council must approve major amendments, while minor amendments can be approved by staff.

Alderman Funkhouser asked why there was nothing about the need to do the trails up front. City Administrator Olson stated that it will be part of the development or utility/infrastructure agreement. Alderman Funkhouser expressed difficulty with the suggestion that anything under 10% staff can approve as a minor amendment to the PUD. He suggested 5%. He clarified that the maximum height for any building is 78 feet; if they want anything higher, they must return to the Council. He also does not favor the idea of the developer being able to reduce landscaping by 5%, but is okay with increasing it. Their estimated power consumption is 1.8 gigawatts. Mayor Purcell inquired about the school, and the representatives indicated they would like to discuss and finalize the details before July 1st. Mayor Purcell added that this will be on the agenda for a vote at the next City Council meeting.

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

No report.

STAFF REPORT

Public Works Director Dhuse reported that they auctioned trucks previously approved by the council. His estimate was $40,000, but they received $58,000.

MAYOR'S REPORT (cont'd)

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

Mayor Purcell shared that the roof has been put on the new building. Public Works Director Dhuse mentioned that the parking lot was graveled over the weekend, and the binder is next. He also shared that if any of the Council members would like a tour, they should reach out to him to set up a time.

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 Transier; seconded by Alderman Funkhouser.

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 9:59 p.m.

Minutes submitted by:

Jori Contrino, City Clerk, City of Yorkville, Illinois

Updates to known unhoused situations

On October 3rd, I was notified by Chief Jensen that the Daybreak Shelter had made room for at least two unhoused individuals from the local community. Prior to this development, both the Health Department and my contact at the Will-Grundy Medical Clinic advised that registration within the Continuum of Care system could take approximately six months to one year before resulting in housing placement.

Following this notification, I met with the affected individuals to discuss the potential transition to the shelter. They expressed concerns regarding safety conditions, the sudden availability of accommodations, and possible police involvement in the transport process. To mitigate these concerns - I offered to take a tour of the facility, obtain responses to their questions from shelter staff, and provide direct transportation to alleviate apprehension about traveling with law enforcement.

Daybreak administrators scheduled the tour for Monday, October 6th, during which all inquiries were addressed comprehensively. The shelter also arranged a subsequent street outreach session to conduct individualized assessments and determine appropriate placement options. Following the outreach meeting on October 10th, Daybreak successfully placed three unhoused individuals in hotel accommodations, each assigned a case manager to facilitate ongoing support and services. Daybreak personnel transported two individuals who were reluctant to ride with law enforcement, while I personally transported the third individual due to limited officer availability at the time.

It is critical to note that if enforcement actions disproportionately impact individuals with disabilities (including those with mental illness or mobility impairments) or fail to provide reasonable accommodations such as accessible or trauma-informed shelter options, the city may incur liability under the Americans with Disabilities Act (ADA).

Example: An individual with post-traumatic stress disorder (PTSD) who cannot safely remain in a crowded shelter and is subsequently cited for sleeping outdoors may have grounds for an ADA complaint.

I underscore the relevance of ADA considerations because several unhoused individuals have sustained head injuries, experienced trauma from previous shelter environments, or suffer from mental health challenges worsened by prolonged isolation. Many have indicated that they feel unsafe in traditional shelter settings and would prefer to remain outdoors rather than risk assault or theft. In these cases, the use of deferred or alternative housing placements has proven to be the only viable means of ensuring both safety and voluntary participation in services.

Finally, I wish to express concern that the current ordinance may further erode trust between law enforcement and the unhoused or imminently unhoused members of the community. This deterioration of trust could intensify if the ordinance is actively enforced. I remain in contact with the last known unhoused individual in town, just waiting on Daybreak to coordinate another street outreach assessment for potential placement.

Address to City Council/Written Comment Regarding Public Camping Ordinance 10/14/25

Good Evening. My name is Alison Metz, resident of Yorkville since 1988.

In light of the pending amendments to Yorkville's recently passed Public Camping Ordinance as it applies to unhoused community members, I would like to comment and pose questions to you our city council as well as to the YPD.

1.How much discretionary use do local authorities have in utilizing the punitive measures outlined in the ordinance? These punitive measures include the use of graduated fines for sleeping, camping, or otherwise seeking shelter on public property in an attempt to meet basic human needs, the potential removal of "exempt personal property" broadly defined as having no apparent utility or monetary value" and potential incarceration for a period to not exceed maximum time allowed by the IL Municipal Code. Which, I believe, the City Attorney stated at the last city council meeting was a maximum of 6 months.

- The discretionary use, if any, does not appear to be addressed in the ordinance, other than the substitution of public service for any monetary penalty and that must be approved by the City and is not stated to be the decision of the law enforcement officer.

2. As I'm sure each of you are aware, by use of this ordinance you have set up a system of failure for any unhoused individual in Yorkville who most likely does not have the money to pay the fines, or simple access to that money.

3. We have heard that the Yorkville police department has training in basic crisis management skills and has a printed card that can be given to an unhoused community member when "offering" services that lists various agency contact information. I stand here before you again tonight and emphatically state "THAT IS NOT ENOUGH". Being unhoused is a very complicated and devastating situation for any human to endure. I have yet to hear:

- How many times has any unhoused individual been approached regarding shelter options?
- Who was offering the options? Was it the same officer each time an individual was approached?
- How long did these conversations last? Did they involve more than providing an informative card?
- Were options offered at the same time a fine was issued? I think you will remember that I previously brought up the negative consequences penalization will have on trust building with unhoused individuals.
- What questions was the unhoused individual asked in an attempt to understand their point of view? For example: Were they asked why they did not want to accept shelter? Were there found to be concerns about safety in a shelter? Distance from their home town? Transportation? Trust in the system or officials offering the help? Negative prior experiences?

4. This week I had the opportunity to speak with Kyle Fiore, social worker from the Kendall County Health Department and learned that his services are available to the YPD once weekly on Fridays. This is in addition to covering services, as a temporary position, for Oswego, Plano, and the Sheriff's Department. I believe I understood that the Kendall County Health Department is in the process of trying to fill a full time and a part time position for a Community Crisis Clinician and a Community Crisis Case Manager. I am not clear on what those job descriptions might entail, but I believe their services will still cover the 4 entities. I would hope that these individuals would be actively involved in working with our unhoused, as their training and background experience would make them uniquely qualified for outreach.

5. I understand that the ordinance adopted by the City is a "template" that is circulating the United States and is in reality flawed, in addition to being an unethical attempt to deal with unhoused individuals.

With that being said, have you, the City Council, considered or planned for the following:

- The proposed amendments include that "the City is required to inform anyone that is public camping about all known social services available **prior** to issuance of a warning or citation". The word **prior** is not clearly defined. How much time must have elapsed before a warning or citation is given?

- What happens if an unhoused community member agrees to shelter options, but no space is currently available or they are waitlisted? Does the ordinance address this? Will that person continue to receive graduating fines for meeting their basic human need for sleep? If not, what will the procedure be?
- What happens if the case goes to court and the judge will not incarcerate the individual?
- What happens after an individual is fined and incarcerated when they are released and still unhoused? Does the cycle repeat?
- What if our Kendall County State's Attorney will not support the ordinance?
- What is your plan if IL HB 1429 amends the Bill of Rights for the Homeless Act and prohibits ordinances like this one?

I have used the word "flawed" to describe the ordinance because of these questions in addition to its failure, in reality, to do anything toward solving the problem of housing.

6. Another issue to be raised here is the **contradictory** language used in the recently posted proposed amendments to the ordinance. On page 201 under The Memorandum, it states: "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**" and "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.** Yet further on the Memorandum states: " the ordinance still prohibits public camping **– so residents are prohibited from camping in their car** or camping on public property". What exactly distinguishes "sleeping" from "camping" in one's car? The ordinance defines this as "bedding such as a sleeping bag or blanket established or maintained for the purpose of maintaining a temporary place to live". If you were to examine the contents of my car at any time you would find the following items: several blankets, a yoga mat, a bottle of water, a sweatshirt, possibly snacks or candy, a flashlight, hand sanitizer, bandaids and Tylenol. Who is to say whether or not I have those items because I am establishing a "temporary place to live" or whether I might have those with me in case of an emergency such as a winter storm, or I run out of gas somewhere during nighttime travel? So, as a **housed resident** of Yorkville, I can choose to sleep in my car at any time, including overnight, yet if an **unhoused resident** chooses to do the same thing it appears to be defined as "**camping".** To be blunt, that is **discrimination.** The Bill Of Rights for the Homeless, Public Act 098-0516 of the IL General Assembly states "No person's rights, privileges, or access to public services may be denied or abridged **solely** because he or she is homeless" and "in the same manner as any other person and without discrimination on the basis of his or her housing status; the right to equal treatment by all State and municipal agencies". I'm fairly certain that the City of Yorkville does not want to be in violation of State Law based on **acts of discrimination**.

Since these questions have been raised, and I strongly believe that citizens of Yorkville have the right to answers, I request that the vote on amendments be tabled until which time the answers are made clear. Finally, I ask the biggest question, "what is the intended purpose of the ordinance?", because that remains unclear and conspicuously unstated. So far the only statements I have heard at these meetings are the following:

"To move things along" and to "Eradicate the situation" And so I once again ask the City Council to **Repeal the Ordinance.** Thank you for your time.

Good evening, Mayor Purcell and Alderman of the Yorkville city Council.

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

Reminder: With you packets, you received an invitation to attend an online training: Encampments: Community-wide responses - Ryan Dowd with Iain De Jong

Date & Time: Oct 16, 2025 01:00 -2:00PM

Description

In this conversation, Ryan and Iain explore compassionate, housing-focused strategies for responding to homelessness encampments.

Details, including how to register for this free event, are in the written comments I previously emailed to you.

NOTE:

I will present facts, and where I quote specific numbers, the source of the data is provided in this printed document. You will get copies of my comments.

First, I want to talk about fines and incarceration and money as it relates to an unhoused person in Kendall County.

OVERVIEW of HOMELESS PERSON

A chronically homeless person (that is more than 1 nights unhoused) is living with many complex conditions. They are usually unemployed or under-employed - meaning they earn less than they can live on. They may not have a vehicle, which immediately makes a huge challenge to being able to work. They live with physical disabilities, ongoing health conditions, mental illness,PTSD, previous life traumas, social disorders, no support system. By the time you see them living in public places, they do not have a vehicle; their possession are crammed in a backpack or two. Biggest challenges are getting the basics: food for the day, finding a restroom, figuring out where to sleep - even in rain, snow, cold

temperatures,, and how to not get a citation or arrested. (I am not here tonight to get into the details of the backgrounds of homeless people.)

HOW MUCH MONEY DOES A HOMELESS PERSON HAVE?

A chronically homeless person generally has less than $100; some have less than $20 or nothing. Many un-housed people do not have employment. (If they have money, they would not choose to be living outdoors.)

Using the citation amounts in the ordinance, the first offense will be $75, the second offense $150, the third offense $350. The totals for six offenses $2575. How does an unemployed person with no money pay these tickets? Where will they get the money to pay the fines? What is the point, or tipping point to put the person in jail?

If a person is given "pubic service" to "pay" the total amount of six fines, at the $15 minimum hourly wage, they would have to work (without getting any payment) 142 hours! And giving this public service to they are not earning any money to improve their own financial situation; and furthermore, they still have no place to live! This does not sound like help, it sounds like a cruel punishment.

INCARCERATION

Next step for a chronically unhoused person who cannot pay fines, and is living out doors, is to put them in jail. The cost of incarceration per day in Illinois is approximately **$135.** A week's cost will be **$954;** if the person is held for the maximum of six months as designated in the ordinance, the cost of incarceration will be **$24,804.** Who pays for one day or 180 days? We, the Illinois tax payers. (https://idoc.illinois.gov/content/dam/soi/en/web/idoc/reportsandstatistics/documents/FY24-Financial-Impact-Statement.pdf)

And, now, let's look at the time one spends in jail. IS there an available bed in the jail? Does the jail provide a case worker, a mental health counselor, or a place to be employed and earn money? A plan as to where they will go next? Does the person have a court hearing? Will they now have a record to go with them when applying for a job or applying for a rental? When the person is released, how will they be changed? How will their circumstances be improved? They will be released right back into the same situation.

LACK OF AFFORDABLE HOUSING

Next is the problem of affordable housing in Kendall County. In this scenario a person can get a job earning minimum hourly wage. In Illinois, the minimum wage is **$15.00** per hour, which will come to $600 per a 40-hour work week, or **$2600 per month**, and **$31,200 per year.** And this amount is before subtracting taxes and other fees. (https://minimumwage.com/state/illinois/?utm_source=google&utm_medium=cpc&gad_source=1&gad_campaignid=1403578692&gbraid=0AAAADqGYalOwcMB_zFnh_z2NF4UDB5nd&gclid=Cj0KCQjw3aLHBhDTARIsAIRij5_-eD8lMCNoLciAH4E4eFBLCCLoQlOFxQdm8mGpY5c8LkMKKe1XloMaAnHaEALw_wcB)

In Kendall County, the cost of a one-bedroom apartment on the low end is **$1375 per month** (7 are available right now); studio apartments cost **$1800** (8 are available).
https://www.apartments.com/kendall-county-il/?bb=s3q2ri3z1J_tgtm6N

General knowledge is that one's rent should be approximately 30% or less of one's income. In Kendall County, the lowest priced apartment would eat up more than 50% of their income. After paying utilities, food and necessities, transportation to and from a job (if they can even get transport), it won't take many weeks before the expenses outweigh the income, and they have will be forced to leave the apartment. They now could very likely become homeless.

GETTING HELP

In Kendall County, if an unhoused person's only option is to live outside, they may not know about the options available to them.

Based on the ordinance, after an encounter with a homeless person, police or another agency will explain options for shelter and other resources.

If the person **does not immediately agree**, and, if they sleep outside or in a vehicle in a public space, they will be fined. If there is another encounter with the same response, the person will be ticketed again. This can happen six times and then a person is jailed.

If the homeless person **agrees** to the offer of going to a shelter, there often may be a wait-period of a few days or week or more, where will the unhoused person be able to stay? Where in this ordinance is there a solution for this time gap? Based on the ordinance, additional tickets will be issued.

REACTION OR SOLUTION?

Ordinance 2025-57, even with amendments is a **reaction** to a problem; it is does NOT address the problems.

This ordinance does nothing to look at the **source** of the problem.

If you found sick, diseased, or dead fish along the banks on the Fox River in Yorkville, we would certainly want to know the cause and would investigate. If Yorkville/ Kendall County has unhoused people, we need to to go up river and learn about their situations and needs so that the source of the problem can be addressed.

KEEPING AN ORDINANCE THAT HAS FINES AND JAIL TIME IS NOT SOLVING THE PROBLEM. THIS ORDINANCE CLEARLY SEEMS TO HAVE HAD NO BACKGROUND STUDY OR INVESTIGATION - IF THAT HAD BEEN DONE, YOU WOULD HAVE FOUND DATA-BASED RESEARCH AND PROVEN REAL EXAMPLES OF OTHER WAYS TO ACTUALLY WORK TOWARD REDUCING HOMELESSNESS.

HOMELESSNESS WILL CONTINUE TO INCREASE

In the past 10 years in the US, Homelessness has increased by 45% (https://endhomelessness.org/state-of-homelessness/) You can be sure that there will continue to be unhoused people in Kendall County and more often and higher numbers.

And, it there is much researched date to show the cost of homelessness and the economic and social benefits for HOUSING FIRST the unhoused individuals.
https://www.npscoalition.org/post/fact-sheet-cost-of-homelessness#:

BEST CASE SCENARIO

The most important actions will be to offer social services immediately, and bring the person to a shelter. We are fortunate in KC to belong to the Continuum of Care that includes Daybreak Center in Joliet, a 24 hour shelter with on-going and continuous supportive services. The goal is to get unhoused people into rapid re-housing or permanent housing with supportive series. You/ we in the audience had an excellent presentation at the last City Council meeting on September 23, where the YPD and the KC Health Department explained how they work with unhoused people. (Review slides from last meeting for details and clarification.)

A CLOSING ARGUMENT FOR REPEALING THE ORDINANCE.

1. Agencies and organizations have in place people who have been trained; they are respectful as they offer help to the unhoused. We have the YPD, the KC Health Department, KC Food Pantry, and Continuum of Care.
2. The system can be **improved** if these various entities can work out a communications plan - to know who should be called to work directly with an unhoused person. Know the process, the order of involvement, and relationship of the different helpers. Knowing who does what, and when - depending on the time of day or night and the situation - can improve efficiency in getting help more quickly to those in need.

3. In addition, these agencies also need to have people as a **street task force** to meet, talk, find out needs, and build trust with each unhoused person. As an example, Cecilia Martinez, a citizen who cares, volunteered her time in the past six weeks or so, and connected the dots between the homeless and the agencies that responded. The men who have been targeted since summer are now in shelter and waiting for more permanent housing.. Her work is proof that citations and jailing were not necessary.

4. If a civil offense occurs, certainly, it should be addressed with the existing ordinances/ laws! Yorkville has 1300+ ordinances, including ordinances for . . .
   A. Trespassing on private property
   B. Littering on public property
   C. Damage to public property
   D. Petty theft; shop lifting

E. Indecent exposure
F. Illegal / unacceptable use of phones (photos, for example)
G. Noise level violations
H. Campfires in undesignated places
I. Inappropriate language
J. Many others . . .

If you follow up on complaints and there is clearly an offense, use the existing laws (ordinances) for every incident — regardless if the person has a home or not.

If the offense is addressed with the applicable ordinance, the "camping ordinance" would be pared down to the parts where immediate assistance is given as soon as possible and long-term resources are offered, communication and trust are established, and bringing a person to Daybreak Center in Joliet.

If the camping ordinance is re-written, it can and it should **delete the fines, jail, and public service hours.** Then the ordinance it will be the start of a more humane, more compassionate approach to helping each human being caught in homelessness.

CLOSING

As elected leaders and professionals, you are entrusted by the public to do two things at the same time. As citizens we need and want the best environment for ourselves and our children, and that means effectively addressing immediate problems. In addition, we as citizens, expect you to really get into the bigger issues, the long term problems and solutions — such as the need for electricity, the need for clean water and air, the need for supporting good education, and many other things. One of the long-term issues that cannot be overlooked is the need to prevent homelessness.

Homelessness is one of America's most visible yet least understood challenges. It affects people from all walks of life who struggle due to

economic hardship,
lack of affordable housing,
other systemic barriers.

The reality is that most people are forced into homelessness by circumstances beyond their control. THE SOLUTIONS LIE IN SYSTEMIC CHANGES, NOT QUICK FIXES.

The United States, including Kendall County, simply does not have enough housing for everyone who needs it. Building and preserving affordable housing is one of the most effective ways to stop the flow of people into homelessness. More units need to be built, and current housing must remain accessible to low-income individuals and families.

Closing the gap between income and housing costs is critical. By increasing income opportunities and public benefits, we can help prevent or drastically reduce homelessness.

Will you commit to creating a task force to address the gap between income and housing costs? That is a hard ask. And the hard stuff is part of your job.

Chicago Coalition to end Homelessness

Yorkville City Council

United City of Yorkville

651 Prairie Pointe Drive

Yorkville, IL 60560

October 14, 2025

Dear Yorkville City Council Members,

I. Yorkville should repeal its Anti-Camping Ordinance.

As advocates with the Chicago Coalition to End Homelessness, we believe the most prudent course of action for Yorkville is to repeal Yorkville's Anti-Camping Ordinance, which is both illegal and an ineffective means to address the concerns Yorkville seeks to alleviate.

Yorkville's Anti-Camping Ordinance makes clear that it is intended to address ambiguous public health concerns. It further seeks to address the "complex and serious social issue" of homelessness as it relates to public camping. As to the former, there is no doubt that homelessness is a public health concern, but it is so because of the devastating effects that unsheltered homelessness has on people *experiencing* homelessness. Criminalizing people in Yorkville who have nowhere else to go does nothing to address the only credible public health concerns that unsheltered homelessness implicates; instead, such criminalization exacerbates the relevant public health risks by further reducing individuals' stability, forcing them out of their community merely because they lack housing, and thereby further reducing any chance they have to receive housing and other services.

Similarly, Yorkville's Anti-Camping Ordinance is an ineffective means of addressing the concerns Yorkville has about there being unsheltered homelessness in its community at all. Banning unsheltered homelessness does not end homelessness, but merely further penalizes some of the most vulnerable members of the community. That is particularly true given the insufficient availability of affordable housing, emergency shelters, and homeless service options in Yorkville. As local advocates have urged, Yorkville would better address this issue by focusing on establishing more short-term housing and shelter, as well as transportation options that would allow both shelter residents and the broader community to access essential community spaces and places of employment. Yorkville should also focus on the development of long-term affordable housing.

Finally, Yorkville's Anti-Camping Ordinance, which attempts to classify unsheltered homelessness as a "nuisance" and to regulate it accordingly, is unlawful. The Ordinance is unconstitutional because it specifically targets homeless individuals and infringes on their very right to exist without housing. Furthermore, it provides for the seizure of individuals' property based on unlawful and vague standards, provides insufficient procedural safeguards for the taking and reclaiming of property, inflicts disparate negative impacts on people of color and with disabilities, and assesses criminal penalties that do not comply with the state and federal constitution standards. Yorkville's ambiguous interests in public health

are insufficient to justify this infringement on their rights or the discriminatory targeting of these individuals because of their indigency, race, and disability status. Even assuming more specific public health concerns related to unsheltered homelessness, the Anti-Camping Ordinance does little to address such concerns.

For all of these reasons, a repeal of the Yorkville Anti-Camping Ban is the most reasonable outcome.

II. If Yorkville will not repeal its Anti-Camping Ban, it should make several amendments.

If Yorkville refuses to repeal its Anti-Camping Ordinance, there are several amendments it could make to alleviate the harms it inflicts on unsheltered individuals in Yorkville.

First, Yorkville should amend the Anti-Camping Ordinance to prohibit enforcement before individuals are offered housing, or at least shelter. Currently, shelter options are inaccessible by public transit – Aurora is 25 minutes away and Joliet is about 40 minutes away, which is difficult if not impossible to access for people without means of transportation. Yorkville also does not have adequate low barrier and non-congregate shelter options, which oftentimes better suit the needs of people experiencing homelessness who have experienced trauma.

If Yorkville's intention is to address the "complex and serious social issue" of unsheltered homelessness, the most effective way of doing so is by ensuring there is adequate shelter space in Yorkville and, if there is not, by providing transportation and coordinated entry into shelters in neighboring communities. To accomplish this end, we urge you to meaningfully consider local advocates' recommendations for a "Task Force" or "Work Group" in Yorkville that would connect well-trained professionals in the community with individuals experiencing unsheltered homelessness as a first point of contact to assess individuals' most immediate needs and connect them with local resources. Yorkville's Anti-Camping Ordinance should also provide that if no shelter or housing is available to offer, then individuals will not be penalized under the ordinance.

Second, Yorkville should amend the Anti-Camping Ordinance to remove all criminal penalties from its Anti-Camping Ordinance. Imposing fines and arresting individuals for being unsheltered does nothing to address the reason individuals are unsheltered. Instead, it merely penalizes them for not having shelter and creates further barriers to housing stability. That is, the criminal penalties imposed by Yorkville's Anti-Camping Ordinance will do nothing but exacerbate the issues that Yorkville wishes to alleviate. To better address the complex issue of unsheltered homelessness, the Yorkville Anti-Camping Ordinance should be amended to remove all criminal penalties.

Third, and relatedly, the Yorkville Anti-Camping Ordinance should be amended to remove the penalty of forced labor cleaning public facilities. This level of penalty for unsheltered individuals seeking to survive in Yorkville is degrading and shocks the community sense. It is disproportionate to the seriousness of the "offense" Yorkville seeks to address and furthermore insufficiently tailored to rehabilitating the unsheltered individuals that it seeks to punish. In fact, as explained above, it is more likely that criminally penalizing unsheltered individuals will in fact exacerbate unsheltered homelessness in Yorkville's community. Fourth, the Yorkville Anti-Camping Ordinance should be amended to limit the scope of Yorkville's power to take individuals' property. Namely, the clause permitting Yorkville to dispose of individuals' property that they cannot demonstrate "the requisite lawful authority to possess" is

vague and overbroad and should be removed. Similarly, the language permitting Yorkville to take individuals' property "appearing to be evidence of a crime" is inconsistent with the probable cause requirements of the federal and state constitutions and should be removed. Furthermore, the ordinance should more clearly provide unsheltered individuals with an opportunity to be heard before being deprived of their property and should provide specific procedures for the storage and retrieval of that property.

Reports of People Experiencing Homelessness in Yorkville Being Removed from Public Spaces

The Law Project of the Chicago Coalition to End Homelessness is deeply concerned about the reports provided to us firsthand and by community members of displacement of unsheltered residents of Yorkville from public spaces for arbitrary reasons. We have also learned of alleged repeated reports of violence directed at people experiencing homelessness in public spaces by Yorkville residents.

Under the Illinois Bill of Rights for the Homeless Act, people experiencing homelessness have the right to use and move freely in public spaces without discrimination based on housing status. 775 ILCS 45/10(a)(1). In addition, people experiencing homelessness have a reasonable expectation of privacy in their personal belongings to the same extent as personal property in a personal residence. 775 ILCS 45/10(a)(7). The Illinois Bill of Rights for the Homeless Act provides for damages and attorney's fees, appropriate injunctive and declaratory relief, and actual damages, for violations of the Act. 775 ILCS 45/15.

The alleged lack of notice provided, and other details shared with us regarding how people, including those with disabilities, are being moved along from public space by Yorkville police are troubling. These practices do not ensure that people living in the area have adequate time to relocate or protect themselves and their personal belongings. Anti-camping ordinances that effectively criminalize the status of homelessness can exacerbate community hostility towards people experiencing homelessness, and we hope that Yorkville keeps this in mind as they consider how to best move forward.

We have attached a letter from the Illinois Department of Human Rights (IDHR) and Illinois Office to Prevent and End Homelessness (OPEH) to public officials urging respect for Illinois law, including the Bill of Rights for the Homeless Act, which prohibit the discriminatory denial of access to public spaces for people experiencing homelessness. Their letter encourages collaborative solutions and cautions that ordinances of criminalizing homelessness may lead to legal action and increased barriers for people experiencing homelessness who seek housing.

We urge you to repeal the ordinance.

Sincerely,

Melissa West

Melissa West | Attorney
On Behalf of the Law Project of the Chicago Coalition to End Homelessness

ILLINOIS DEPARTMENT OF
Human Rights

ILLINOIS OFFICE
TO
PREVENT AND END HOMELESSNESS

March 13, 2025

Re: Non-Discrimination in Public Spaces & Persons Experiencing Homelessness

Dear Illinois local public officials:

As a valued government partner, this letter is being transmitted to provide you with guidance, analysis, and resources following the recent U.S. Supreme Court opinion addressing laws that regulate camping and other sleeping activities on public property.[1] The majority of localities have not changed their approach of providing care and compassion to people experiencing homelessness. Unfortunately, several units of local government have enacted or are considering enacting ordinances that may unduly restrict access to public spaces by creating penalties, fines and, in some instances, providing for the incarceration of persons experiencing homelessness. The information below serves to remind local public officials that Illinois law requires the administration of access to public spaces in a non-discriminatory manner, including to persons who may be seeking shelter. It is our collective responsibility to avoid any discriminatory infringement of these rights in violation of the Illinois Human Rights Act, the Illinois Civil Rights Act of 2003, and the Bill of Rights for the Homeless Act.[2]

We understand that local public officials face difficult challenges in responding to the needs of persons experiencing homelessness within their jurisdictions. While you have a responsibility to ensure public health and safety, you must do so in a way that protects the right to access public spaces in a nondiscriminatory manner. This can be accomplished by working collaboratively with local, state and federal agencies (especially social service agencies), non-governmental organizations, and public safety agencies. Persons experiencing homelessness are often targeted for discrimination, harassment, and violence and local public officials should exercise caution before penalizing or excluding persons from public spaces, including those who rely on access to those spaces for their survival.

As local public officials responsible for ensuring nondiscriminatory access to Illinois public spaces, we share the following obligations that govern the execution of your responsibilities and duties:

- **Bill of Rights for the Homeless Act (BRHA) protections.** Under the BRHA, persons experiencing homelessness have the right to equal treatment by all State and municipal agencies, without discrimination on the basis of housing status. Persons experiencing homelessness have the right to use and move freely in public spaces, including but not limited to public sidewalks, public parks, public transportation, and public buildings, in the same manner as any other person and without discrimination on the basis of their housing status. Persons experiencing homelessness also have the right to a reasonable expectation of privacy in their personal property.[3]
- **Illinois civil rights statutory protections.** Under the Illinois Human Rights Act (IHRA), no person may deprive another of the full and equal enjoyment of a place of public accommodation based

[1] See *City of Grants Pass, Oregon v. Gloria Johnson, et al.,* 603 U.S. __ (June 28, 2024) (hereinafter, "*Grants Pass*").
[2] 775 ILCS 5/5-101 *et seq*., 740 ILCS 23/1 *et seq.*, 775 ILCS 45/1 *et seq.*, respectively.
[3] 775 ILCS 45/10.

on actual or perceived protected characteristics. A Public Official is specifically prohibited from denying or refusing the full and equal enjoyment of facilities and services under their care. Protected characteristics under the IHRA include military status, disability (physical or mental), order of protection status, sexual orientation (including gender identity), race, and color, just to name a few.[4] The Illinois Civil Rights Act of 2003 (ICRA) also prohibits local and county governments from discriminating against any person based on race, color, national origin, or gender, and from adopting policies whose criteria or methods of administration have the effect of subjecting individuals to discrimination based on those characteristics.[5]

Ordinances that target persons experiencing homelessness for unequal treatment may have the effect of imposing unjustified harms based on protected characteristics under the ICRA or IHRA. For example, Black Illinois residents are almost eight times more likely to be homeless than white Illinois residents, a racial disproportionality that is double the national rate.[6] People experiencing homelessness may also be disproportionately likely to be veterans,[7] have a disability,[8] or be survivors of domestic violence protected by an order of protection[9] – all protected characteristics under the IHRA. Units of local government should take care to ensure that their ordinances are not enforced in a manner that imposes unjustified disproportionate harm on vulnerable populations.

- **Constitutional protections.** Public officials may not infringe on the constitutional rights of those who seek to use public spaces by, for example, denying equal protection, due process, or First Amendment rights to indigent persons or persons experiencing homelessness. As the Supreme Court observed in *Grants Pass*, regulations on homelessness may not infringe on these fundamental constitutional rights.[10] For instance, the Supreme Court observed that a city that selectively enforces a public-camping ordinance only against homeless persons may be vulnerable to legal challenges under "due process and our precedents regarding selective prosecution."[11]
- **Reporting discrimination in public spaces.** Anyone who encounters discrimination, harassment, retaliation, or other civil rights violations in connection with their use of public accommodations (public spaces), may report the incident(s) to the Illinois Department of Human Rights (IDHR) or the Civil Rights Bureau of the Office of the Illinois Attorney General (OAG).
    - IDHR can be reached by calling (877) 236-7703, by *TTY to 7-1-1, by email to IDHR.Intake@illinois.gov, or by visiting IDHR online at dhr.illinois.gov.
    - OAG can be reached at (877) 581-3692, by email to CivilRights@ilag.gov, or by visiting OAG online at IllinoisAttorneyGeneral.gov.

[4] *See* 775 ILCS 5/5-101 for the full definition of public accommodations and public officials covered by the IHRA.
[5] 740 ILCS 23/5.
[6] *See* Iván Arenas, William Scarborough, Aïsha Lehmann, Karlia Brown, and Amanda E. Lewis, Institute for Research on Race and Public Policy (IRRPP), University of Illinois Chicago, Black Homelessness in Illinois: Structural Drivers of Inequality *at* 1 (March 2024), *available at* https://uofi.app.box.com/s/owosqr7f4pp3y5csxx4cszymwtk0n1gs.
[7] *See* U.S. Department of Housing and Urban Development (HUD), The 2023 Annual Homelessness Assessment Report (AHAR) to Congress *at* 66 (Dec. 2023), *available at* https://www.huduser.gov/portal/sites/default/files/pdf/2023-AHAR-Part-1.pdf.
[8] *See Grants Pass* at 2.
[9] *Id.*
[10] *Grants Pass at* 15.
[11] *Id.* at 21, fn. 5.

- **Technical assistance for local public officials.** Local Public Officials in need of technical assistance in connection with the lawful administration of places of public accommodations (public spaces) may contact IDHR or the OAG for assistance.
    - **IDHR.** The IDHR Attorney of the Day can be reached by calling (312) 814-6262, by email to IDHR.Legal@illinois.gov, or by visiting IDHR online at dhr.illinois.gov.
    - **OAG.** The Civil Rights Bureau of the Office of the Attorney General (OAG) can be reached by calling (877) 581-3692, by email to civilrights@ilag.gov, or by visiting OAG online at illinoisattorneygeneral.gov.
    - **OPEH.** The Office to Prevent & End Homelessness (OPEH) is available to provide technical assistance and other guidance to partners across the State. Please contact OPEH by email to homeless.office@illinois.gov, or by calling (312) 793-2922 for general questions and technical assistance.

Local public officials should be mindful of the broad protections under the BRHA, Illinois civil rights statutes, and the Constitution when considering ordinances that unduly restrict, create penalties/fines, or provide for incarceration of persons experiencing homelessness for seeking shelter in public spaces. Enacting and enforcing ordinances that interfere with the rights of persons experiencing homelessness to access public spaces may give rise to legal action.[12] Public officials are reminded that the IHRA prohibits retaliation against a person for complaining about discrimination or harassment, and prohibits the aiding, abetting, compelling, or coercing of a person to commit a violation of the IHRA – such conduct may also give rise to legal action.[13]

In Illinois, the commitment to safeguarding the civil rights of persons experiencing homelessness and the law governing access to public spaces is settled: health and safety in, and nondiscriminatory access to, Illinois public spaces is a right for all, and in certain circumstances a necessity.

Together, State and local governmental leaders work to ensure our communities are served and supported. We appreciate your commitment to upholding the laws of our State, including the Illinois Human Rights Act, Illinois Civil Rights Act of 2003, and Bill of Rights for the Homeless Act. Our respective offices remain available to you as vital resources in our shared effort to ensure public health and safety and protect the civil rights of persons experiencing homelessness.

Respectfully,

Jim Bennett
JAMES L. BENNETT
DIRECTOR
ILLINOIS DEPARTMENT OF HUMAN RIGHTS

Christine Haley
CHRISTINE HALEY
CHIEF HOMELESSNESS OFFICER
ILLINOIS OFFICE TO PREVENT & END HOMELESSNESS

[12] 775 ILCS 5/5-101 *et seq*.
[13] 775 ILCS 5/6-101.

OCTOBER 2025

Data Center
Development Overview

Project Steel | Yorkville, IL

PROLOGIS®

www.prologis.com

DATA CENTERS

40+
YEARS REAL ESTATE & DEVELOPMENT EXPERTISE

$205B
ASSETS UNDER MANAGEMENT

1.3B
SQUARE FEET PORTFOLIO ACROSS 20 COUNTRIES

A3/A
CREDIT RATING

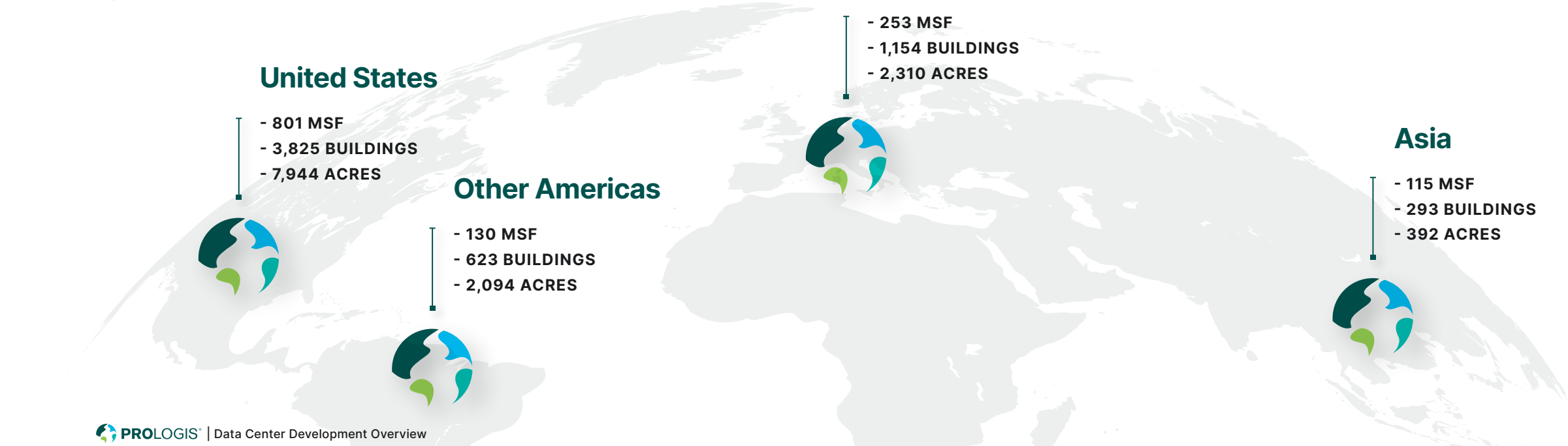
25+
YEARS DATA CENTER EXPERIENCE

30
DATA CENTERS IN PORTFOLIO

$2B
SPEND SINCE 2021 ON DATA CENTER DEVELOPMENT

$500MW
DATA CENTERS COMPLETED OR UNDER CONSTRUCTION SINCE 2021

PROLOGIS®



Prologis Chicago

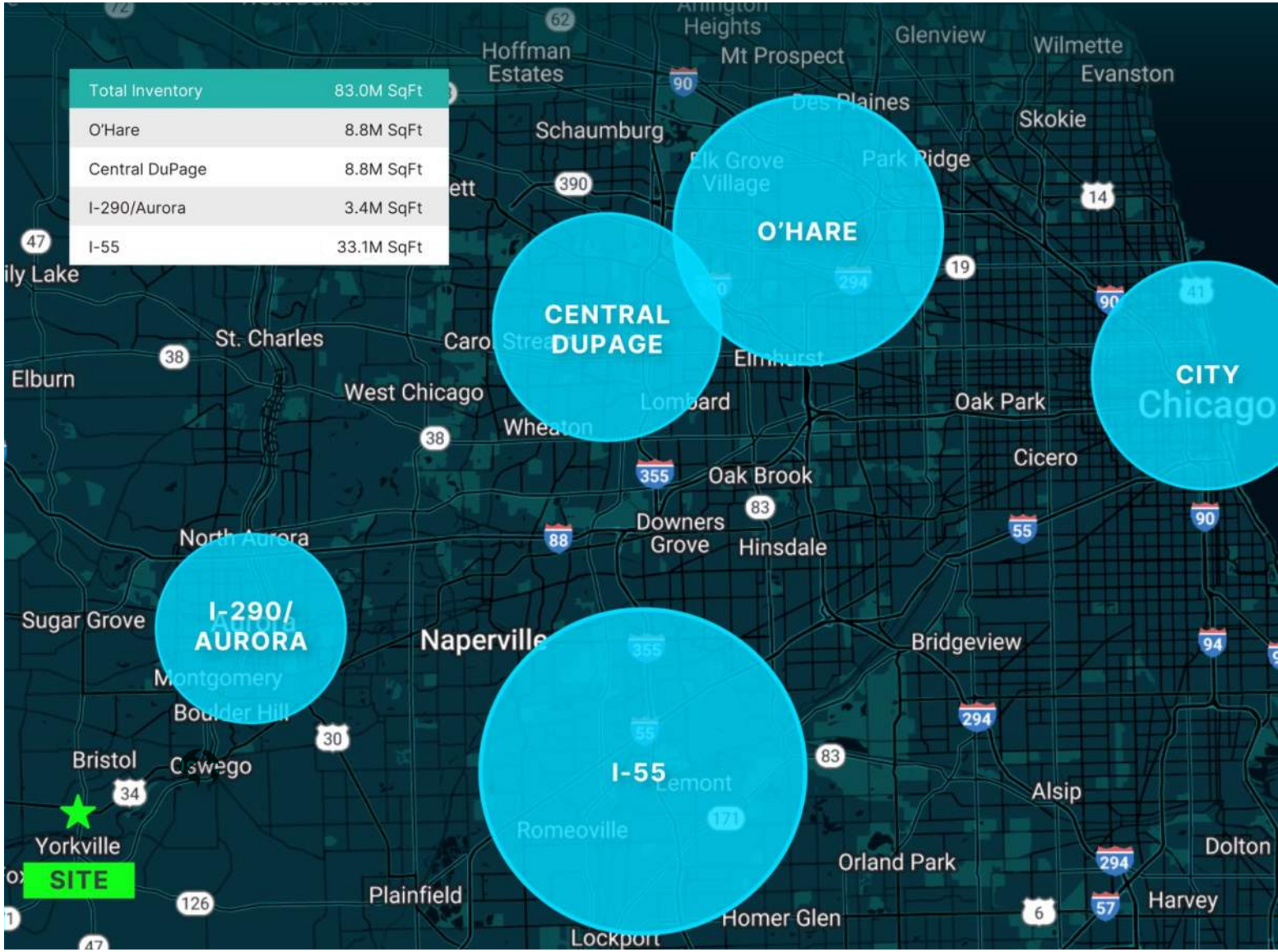
With a dominant presence across the region, Prologis owns and operates a portfolio that spans more than 83 million square feet.

→ 8.8M SqFt
O'HARE SQUARE FEET OWNED

→ 8.8M SqFt
CENTRAL DUPAGE SQUARE FEET OWNED

→ 3.4M SqFt
I-290/AUORA SQUARE FEET OWNED

→ 33.1M SqFt
I-55 SQUARE FEET OWNED



Prologis Community Involvement

Our local Chicago-based team are proud supporters of:

YORKVILLE, IL

Project Steel

PROJECT STEEL

Site Plan

The Project Steel site plan outlines a purpose-built data center campus designed for power, scale, and longevity.

540 ACRE SITE	6.8M SQUARE FEET
18 DATA BUILDINGS	15-20 YEAR TIMELINE
3 SUBSTATIONS	3 PHASES

PROPOSED ZONING: M2 - GENERAL MANUFACTURING DISTRICT

YORKVILLE, IL

Project Steel

YORKVILLE, IL

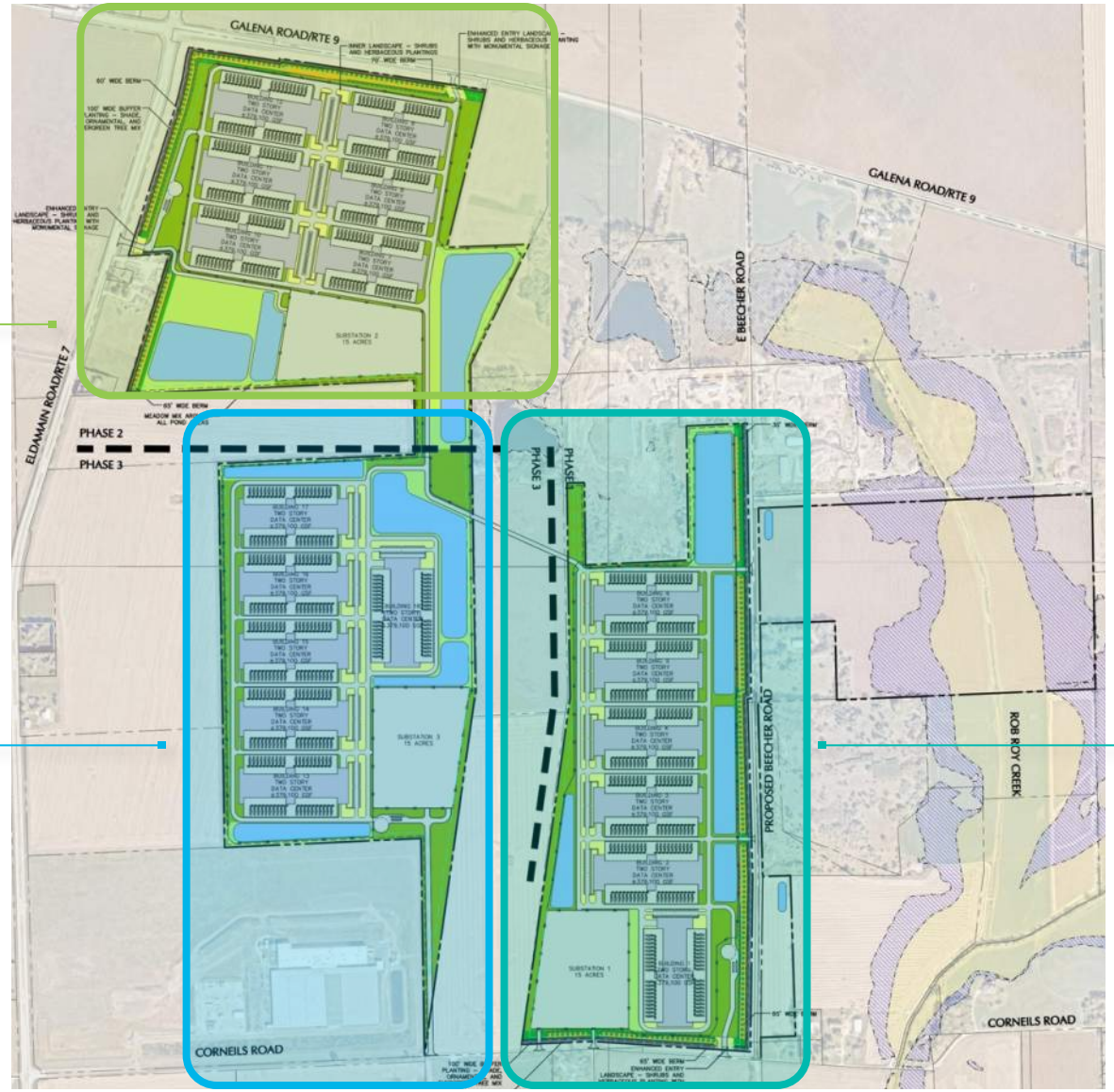
Project Steel

PROJECT STEEL

Phasing

PHASE 2

PHASE 3



PHASE 1

PROJECT STEEL

Site Elements

- 500’ Minimum Separation from Residential Structures
- 100’ Landscape Buffer
- 6-8’ Landscaped Berm
- 10’ Multi-Use Trail Along Beecher Road, Eldamain Road and Corneils Road
- New Roadway and Infrastructure

PROJECT STEEL

Landscape & Setbacks

Figure 5.20. Transition Zone Type D Standards

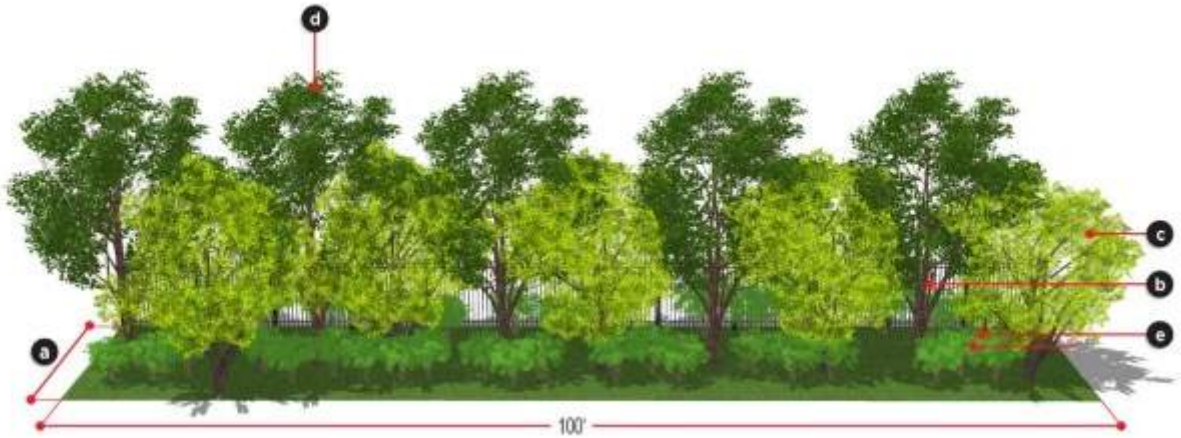
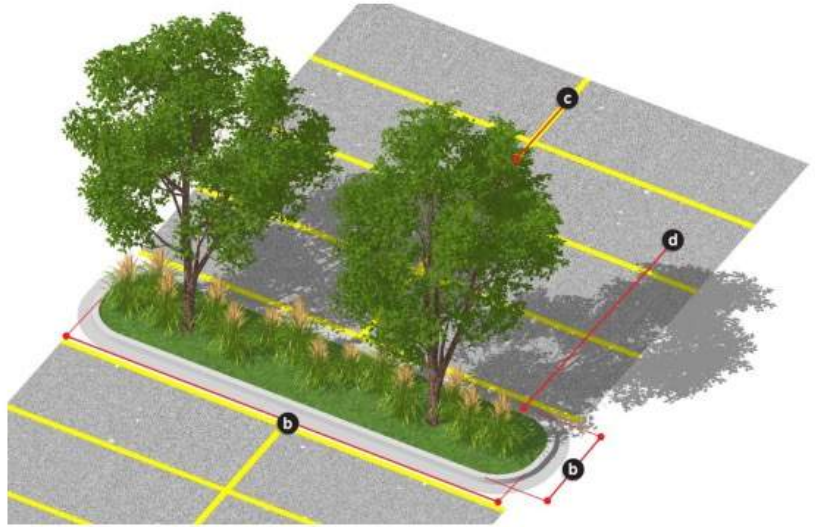


Figure 5.16. Parking Area Island Standards - Double Bay Parking



PROJECT STEEL

Noise Mitigation

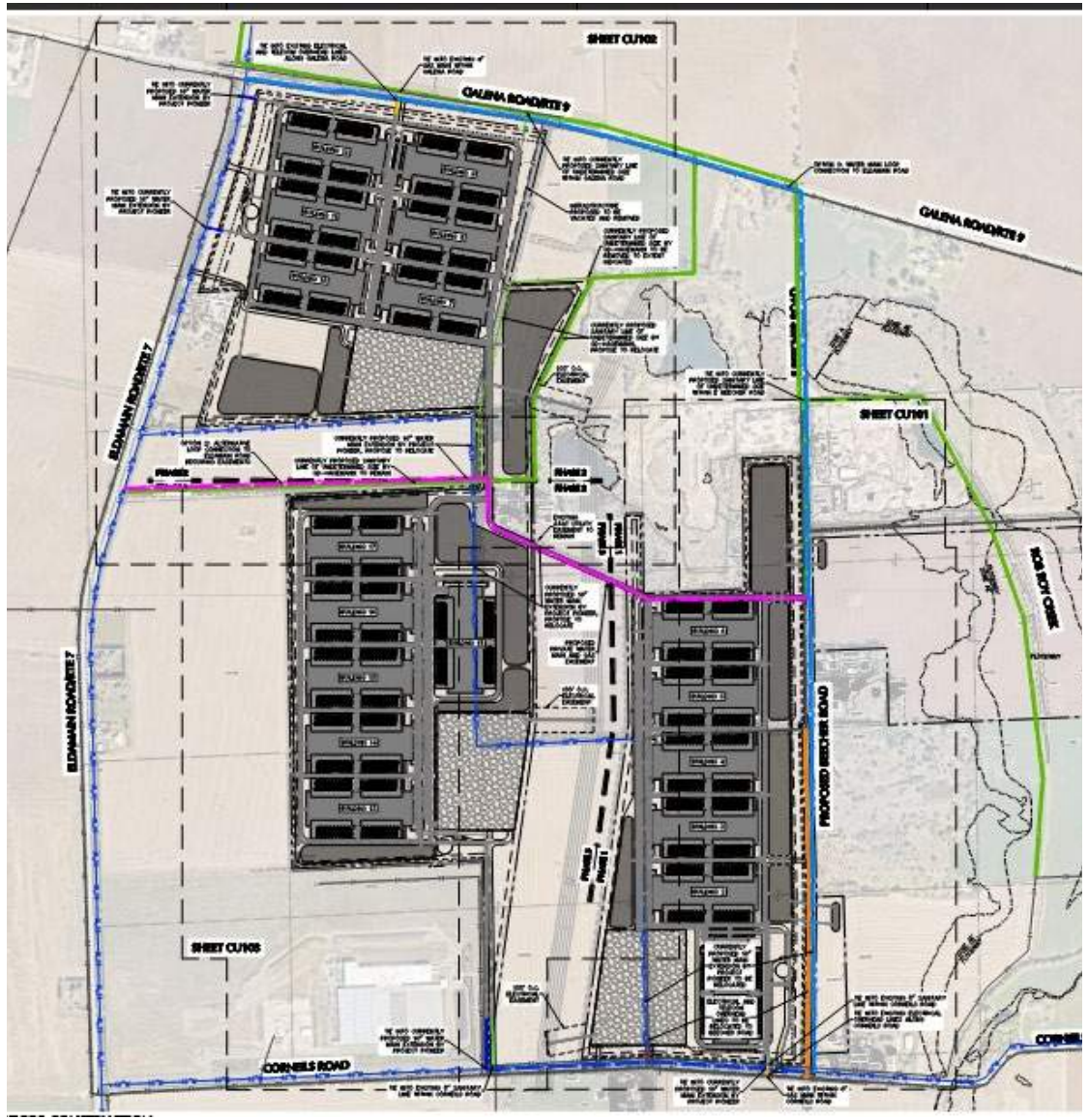
- Conformance with City Noise Ordinance
- Reducing Tonal Noise Sources
- Berms, Soundwalls, Acoustical Barriers
- Daytime Generator Testing

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

PROJECT STEEL

Utilities & Resources

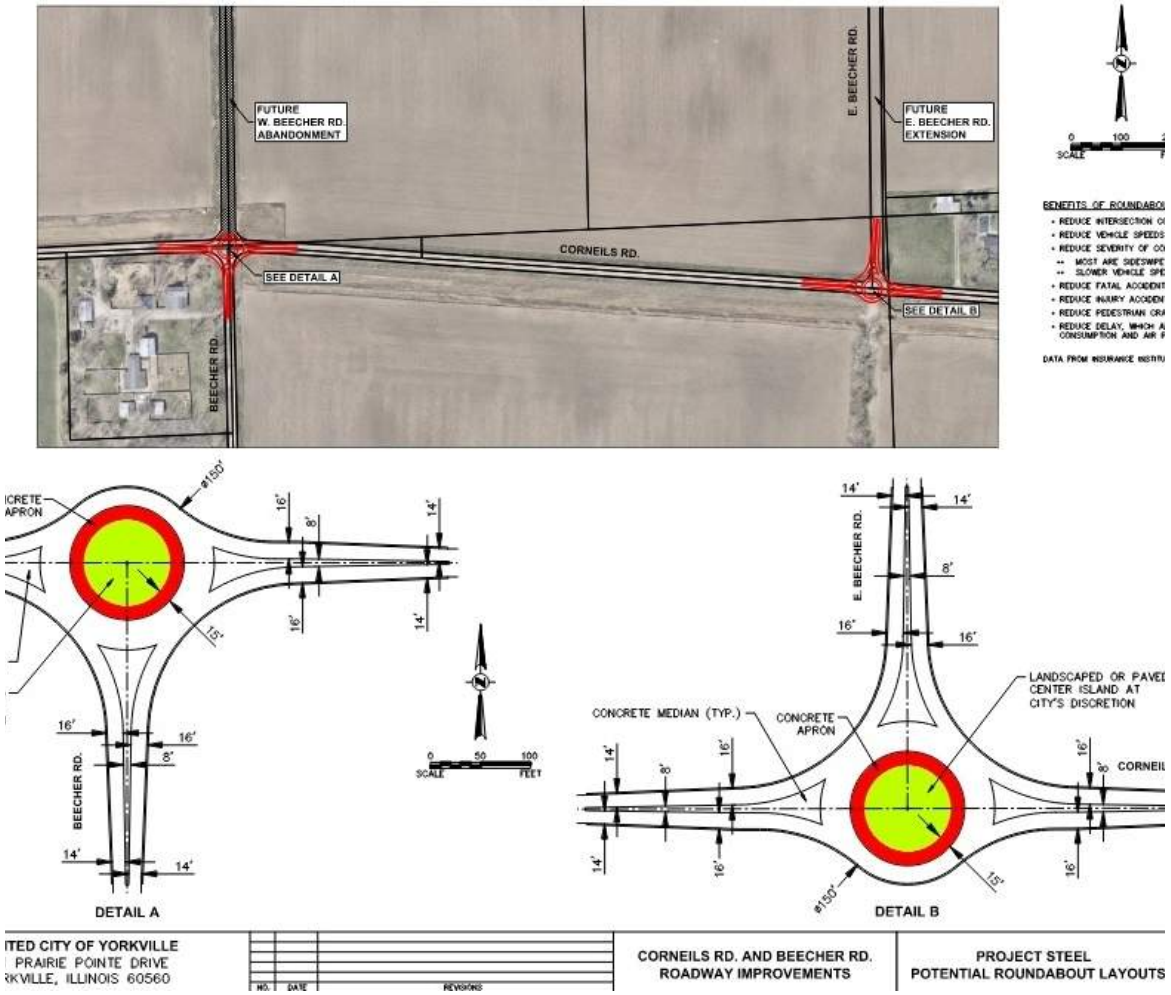
- Low Water Use Cooling (Air Cooled Closed Loop)
- Stormwater Management
- Privately Funded Infrastructure Improvements



PROJECT STEEL

Beecher Road Realignment

Beecher Road Realignment



PROJECT STEEL

Beecher Road Realignment

Community Benefits

Project Steel provides the following workforce and economic benefits:

Construction Jobs

450+ PER BUILDING ACROSS VARIOUS TRADES

500+ Permanent Jobs

AVERAGE ANNUAL SALARY OF $85,000 - $100,000

$45-$55M IN ANNUAL EARNINGS AT FULL BUILD OUT

Increased Tax Revenue

UTILITY & PROPERTY TAXES

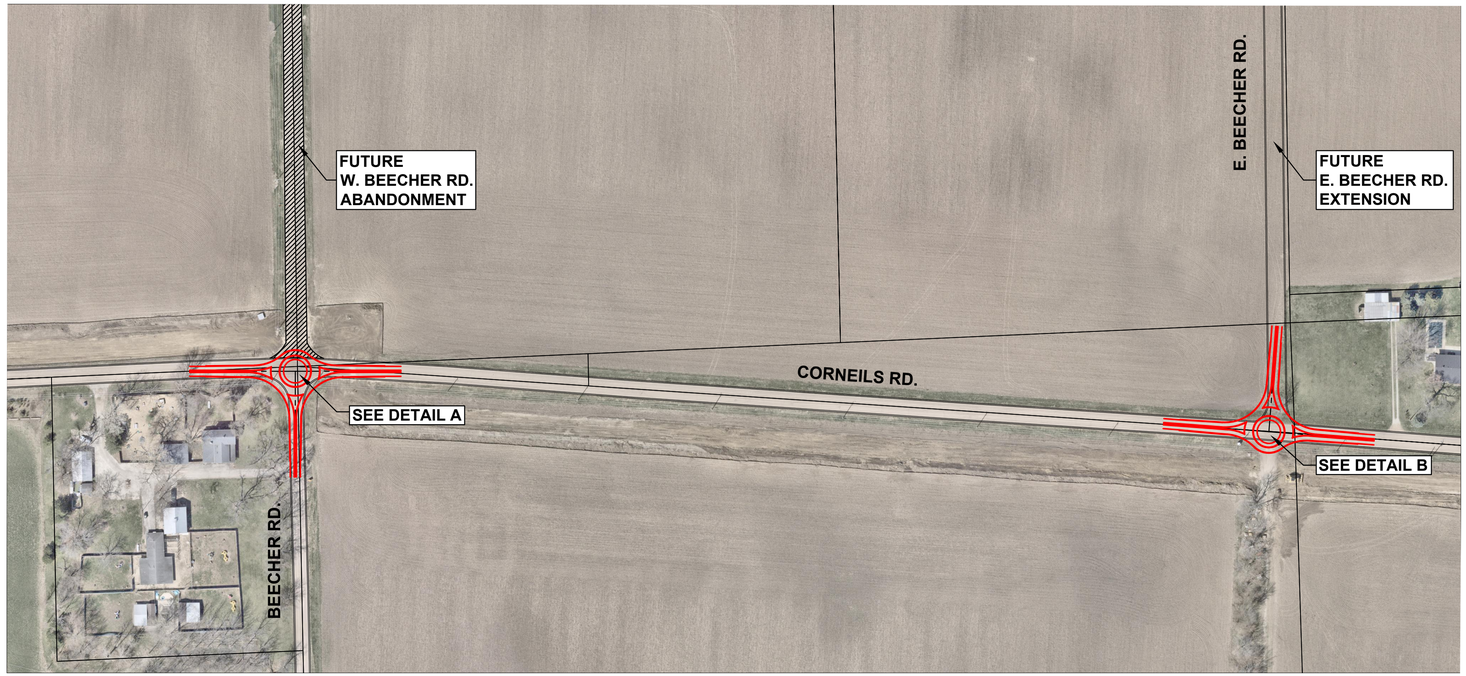
SCHOOL DISTRICT FUNDING WITHOUT ADDED STUDENTS

Infrastructure Upgrades

POWER, FIBER, WATER, SEWER, & ROADWAYS

PROLOGIS®

www.prologis.com

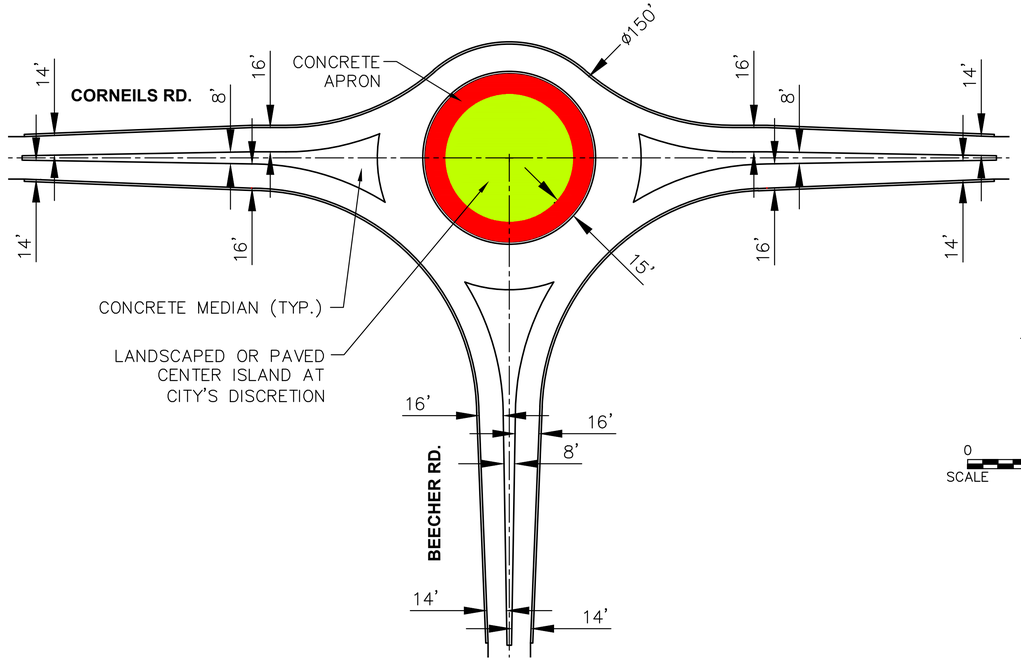


0 100 200
SCALE FEET

BENEFITS OF ROUNDABOUTS

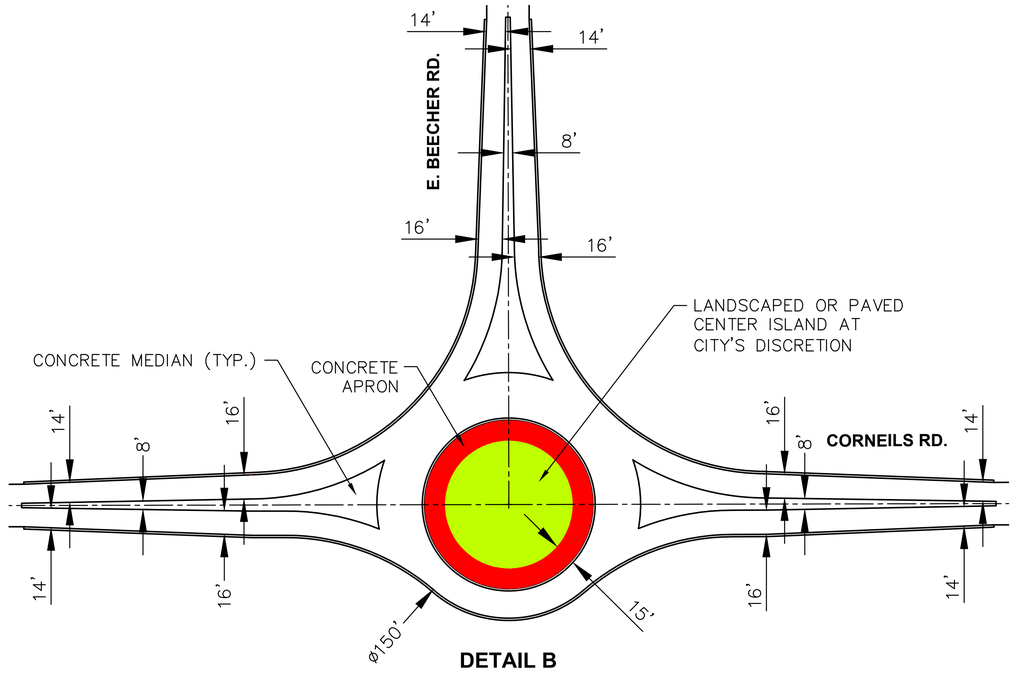
- REDUCE INTERSECTION COLLISIONS BY 37%
- REDUCE VEHICLE SPEEDS
- REDUCE SEVERITY OF COLLISIONS
  - MOST ARE SIDESWIPE INSTEAD OF HEAD-ON
  - SLOWER VEHICLE SPEEDS AT COLLISION
- REDUCE FATAL ACCIDENTS BY AS MUCH AS 90%
- REDUCE INJURY ACCIDENTS BY 75%
- REDUCE PEDESTRIAN CRASHES BY 40%
- REDUCE DELAY, WHICH ALSO DECREASES FUEL CONSUMPTION AND AIR POLLUTION

DATA FROM INSURANCE INSTITUTE FOR HIGHWAY SAFETY



DETAIL A

0 50 100
SCALE FEET



DETAIL B

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52 Wheeler Road
Sugar Grove, Illinois 60554
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UNITED CITY OF YORKVILLE
651 PRAIRIE POINTE DRIVE
YORKVILLE, ILLINOIS 60560

NO.	DATE	REVISIONS

CORNEILS RD. AND BEECHER RD.
ROADWAY IMPROVEMENTS

PROJECT STEEL
POTENTIAL ROUNDABOUT LAYOUTS

DATE: MAY 2025
PROJECT NO: Y02508
FILE: Y02508-ROUNDABOUT
SHEET 1 OF 1

Plotted: May 30, 2025 @ 10:38 AM By: Sarah Lasfalk - Tab: Roundabout Plan - 22x34

Path: H:\SDSKPROJ\YO_YORKVILLE\2025\Y02508\DWG EXHIBIT\Y02508-ROUNDABOUT

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 28, 2025

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT	
131274	KCR	KENDALL COUNTY RECORDER'S			09/29/25			
	4029847	09/29/25	01	PLAT OF DEDICATION CORNEILS RD		90-216-00-00-0011	91.00	
			02	GRANT OF EASEMENT PLAT		90-216-00-00-0011	94.00	
			03	GRANT OF EASEMENT PLAT		90-216-00-00-0011	91.00	
						INVOICE TOTAL:	276.00 *	
						CHECK TOTAL:		276.00
						TOTAL AMOUNT PAID:		276.00

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	
131275	KCR	KENDALL COUNTY RECORDER'S			10/02/25			
	4030095	10/02/25	01	RELEASE UTILITY LIEN		51-510-54-00-5448	57.00	
			02	RELEASE MOWING LIEN		25-215-54-00-5448	57.00	
						INVOICE TOTAL:	114.00 *	
						CHECK TOTAL:		114.00
131276	KCR	KENDALL COUNTY RECORDER'S			10/02/25			
	4030130	10/02/25	01	RELEASE UTILITY LIEN		51-510-54-00-5448	58.00	
			02	RELEASE MOWING LIEN		25-215-54-00-5448	57.00	
						INVOICE TOTAL:	115.00 *	
						CHECK TOTAL:		115.00
						TOTAL AMOUNT PAID:		229.00

UNITED CITY OF YORKVILLE ILLINOIS
EST. 1836
County Seat 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

CHECK DATE: 10/15/25

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
542450	BAIRDT	TAMARA BAIRD						
		PARCEL 0012PE-ROW	10/13/25	01	LAKE MICHIGAN WATER SYSTEM	51-510-60-00-6011	18,000.00	
				02	IMPROVEMENT ROW FOR PARCEL	** COMMENT **		
				03	#0012PE PIN#05-03-300-007	** COMMENT **		
						INVOICE TOTAL:	18,000.00 *	
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						TOTAL AMOUNT PAID:		18,000.00

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

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

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 10/17/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543715	BEEBED DAVID BEEBE						
	100425-100625	10/06/25	01	UMPIRE	79-795-54-00-5462		225.00
					INVOICE TOTAL:		225.00 *
					CHECK TOTAL:		225.00
D004484	BENJAMIR REECE BENJAMIN						
	100425	10/04/25	01	RERFEREE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					DIRECT DEPOSIT TOTAL:		100.00
543716	BRISBOND DANA XAVIER BRISBON						
	100425	10/04/25	01	REFEREE	79-795-54-00-5462		200.00
					INVOICE TOTAL:		200.00 *
					CHECK TOTAL:		200.00
543717	CALHOUNC CAMDEN CALHOUN						
	100425-100825	10/08/25	01	UMPIRE	79-795-54-00-5462		110.00
					INVOICE TOTAL:		110.00 *
					CHECK TOTAL:		110.00
543718	FENILIJ JOSHUA FENILI						
	100925	10/09/25	01	UMPIRE	79-795-54-00-5462		84.00
					INVOICE TOTAL:		84.00 *
					CHECK TOTAL:		84.00
543719	FREIBURJ JACKSON FREIBURG						

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 10/17/2025

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543719	FREIBURJ	JACKSON FREIBURG							
	100425		10/04/25	01	REFEREE	79-795-54-00-5462		250.00	
						INVOICE TOTAL:		250.00	*
						CHECK TOTAL:		250.00	
543720	GERLB	BRETT GERL							
	101025		10/10/25	01	UMPIRE	79-795-54-00-5462		35.00	
						INVOICE TOTAL:		35.00	*
						CHECK TOTAL:		35.00	
543721	GONZALER	RAYMUNDO GONZALEZ							
	100825		10/08/25	01	UMPIRE	79-795-54-00-5462		80.00	
						INVOICE TOTAL:		80.00	*
						CHECK TOTAL:		80.00	
543722	KOCURJ	JAXSON KOCUR							
	100425-100825		10/08/25	01	UMPIRE	79-795-54-00-5462		220.00	
						INVOICE TOTAL:		220.00	*
						CHECK TOTAL:		220.00	
543723	LANKFORL	LANDON MICHAEL HILL-LANKFORD							
	101025		10/10/25	01	UMPIRE	79-795-54-00-5462		55.00	
						INVOICE TOTAL:		55.00	*
						CHECK TOTAL:		55.00	
D004485	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 10/17/2025

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004485	MAYNARDL	LAURENCE R. MAYNARD						
	100425-101025		10/10/25	01	UMPIRE	79-795-54-00-5462		295.00
						INVOICE TOTAL:		295.00 *
						DIRECT DEPOSIT TOTAL:		295.00
D004486	PAVLIKB	ROBERT J. PAVLIK						
	100425		10/04/25	01	UMPIRE	79-795-54-00-5462		225.00
						INVOICE TOTAL:		225.00 *
						DIRECT DEPOSIT TOTAL:		225.00
543724	PLAYCRAF	PLAYCRAFT SYSTEMS, LLC						
	INV-00014593		10/03/25	01	CANNONBALL RIDGE PARK	25-225-60-00-6010		104,150.25
				02	PLAYGROUND EQUIPMENT	** COMMENT **		
						INVOICE TOTAL:		104,150.25 *
						CHECK TOTAL:		104,150.25
543725	RIETZR	ROBERT L. RIETZ JR.						
	100925		10/09/25	01	UMPIRE	79-795-54-00-5462		126.00
						INVOICE TOTAL:		126.00 *
						CHECK TOTAL:		126.00
D004487	SANDOVAA	ANTONIO SANDOVAL						
	100425		10/04/25	01	UMPIRE	79-795-54-00-5462		150.00
						INVOICE TOTAL:		150.00 *
						DIRECT DEPOSIT TOTAL:		150.00
543726	TOMBLINC	CHARLES TOMBLINSON						

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
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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 10/17/2025

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543726	TOMBLINC	CHARLES TOMBLINSON							
	100825		10/08/25	01	UMPIRE	79-795-54-00-5462		75.00	
						INVOICE TOTAL:		75.00	*
						CHECK TOTAL:		75.00	
543727	TRICO	TRICO MECHANICAL , INC							
	15540		05/22/25	01	BEECHER AC REPAIR	24-216-54-00-5446		890.00	
						INVOICE TOTAL:		890.00	*
						CHECK TOTAL:		890.00	
543728	VOITIKM	MICHAEL VOITIK							
	100925		10/09/25	01	UMPIRE	79-795-54-00-5462		126.00	
						INVOICE TOTAL:		126.00	*
						CHECK TOTAL:		126.00	

TOTAL CHECKS PAID: 106,626.25

TOTAL DIRECT DEPOSITS PAID: 770.00

TOTAL AMOUNT PAID: 107,396.25

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

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INVOICES DUE ON/BEFORE 10/28/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543729	AACVB AURORA AREA CONVENTION						
	08/25-SUNSET	09/29/25	01	AUG 2025 SUNSET HOTEL TAX	01-640-54-00-5481		16.74
					INVOICE TOTAL:		16.74 *
	09/25-ALL	10/15/25	01	SEPT 2025 ALL SEASON HOTEL TAX	01-640-54-00-5481		14.12
					INVOICE TOTAL:		14.12 *
	8/25-HOLIDAY	10/07/25	01	AUG 2025 HOLIDAY INN HOTEL TAX	01-640-54-00-5481		8,350.51
					INVOICE TOTAL:		8,350.51 *
	8/25-SUPER	09/29/25	01	AUG 2025 SUPER 8 HOTEL TAX	01-640-54-00-5481		1,699.33
					INVOICE TOTAL:		1,699.33 *
					CHECK TOTAL:		10,080.70
543730	AEPENERG AEP ENERGY						
	3025129010-100625	10/06/25	01	08/29-09/30 2224 TREMONT	51-510-54-00-5480		13,221.72
					INVOICE TOTAL:		13,221.72 *
	3025129021-100625	10/06/25	01	09/02-10/02 610 TOWER WELLS	51-510-54-00-5480		10,970.01
					INVOICE TOTAL:		10,970.01 *
	3025129065-100625	10/06/25	01	08/29-09/30 2921 BRISTOL RDG	51-510-54-00-5480		5,558.17
					INVOICE TOTAL:		5,558.17 *
					CHECK TOTAL:		29,749.90
543731	ALLSTAR ALL STAR SPORTS INSTRUCTION						
	256024	10/06/25	01	FALL SESSION 1 INSTRUCTION	79-795-54-00-5462		918.00
					INVOICE TOTAL:		918.00 *
					CHECK TOTAL:		918.00
D004489	ANTPLACE ANTHONY PLACE YORKVILLE LP						

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

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INVOICES DUE ON/BEFORE 10/28/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004489	ANTPLACE	ANTHONY PLACE YORKVILLE LP					
	NOV 2025	10/07/25	01	CITY OF YORKVILLE HOUSING	01-640-54-00-5427		662.12
			02	ASSISTANCE PROGRAM RENT	** COMMENT **		
			03	REIMBURSEMENT FOR NOV 2025	** COMMENT **		
					INVOICE TOTAL:		662.12 *
	OCT 2025-ADDTNL	10/07/25	01	CITY OF YORKVILLE HOUSING	01-640-54-00-5427		271.90
			02	ASSISTANCE PROGRAM RENT	** COMMENT **		
			03	REIMBURSEMENT REVISION FOR OCT	** COMMENT **		
			04	2025-NEW TENANT	** COMMENT **		
					INVOICE TOTAL:		271.90 *
					DIRECT DEPOSIT TOTAL:		934.02
543732	ARTLIP	ARTLIP & SONS, INC.					
	215663	08/06/25	01	HEAT REPAIR	24-216-54-00-5446		558.45
					INVOICE TOTAL:		558.45 *
					CHECK TOTAL:		558.45
543733	AUTOSP	AUTOMOTIVE SPECIALTIES, INC.					
	25155349	10/16/25	01	VEHICLE PAINTING	79-790-54-00-5495		635.89
					INVOICE TOTAL:		635.89 *
					CHECK TOTAL:		635.89
543734	BATTERYS	BATTERY SERVICE CORPORATION					
	0123397	09/22/25	01	BATTERY	01-410-56-00-5628		109.50
					INVOICE TOTAL:		109.50 *
					CHECK TOTAL:		109.50
543735	BFCONSTR	B&F CONSTRUCTION CODE SERVICES					

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

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543735	BFCONSTR	B&F CONSTRUCTION CODE SERVICES					
	21571	10/09/25	01	SEPT 2025 INSPECTIONS	01-220-54-00-5459		5,320.00
					INVOICE TOTAL:		5,320.00 *
					CHECK TOTAL:		5,320.00
543736	CALLONE	PEERLESS NETWORK, INC					
	84537	10/15/25	01	10/14-11/14 PUBLIC WORKS LINES	51-510-54-00-5440		320.05
					INVOICE TOTAL:		320.05 *
					CHECK TOTAL:		320.05
543737	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	44239	10/02/25	01	PAPER TOWEL	52-520-56-00-5620		109.02
					INVOICE TOTAL:		109.02 *
					CHECK TOTAL:		109.02
543738	CENTRALL	CENTRAL LIMESTONE COMPANY, INC					
	43809	09/22/25	01	GRAVEL	51-510-56-00-5640		499.24
					INVOICE TOTAL:		499.24 *
	43916	09/29/25	01	GRAVEL	51-510-56-00-5620		178.88
					INVOICE TOTAL:		178.88 *
	44019	10/16/25	01	AGLIME	79-790-56-00-5646		67.97
					INVOICE TOTAL:		67.97 *
					CHECK TOTAL:		746.09
543739	COMED	COMMONWEALTH EDISON					
	0505912000-093025	10/07/25	01	08/28-09/29 1908 RAINTREE	51-510-54-00-5480		156.36
					INVOICE TOTAL:		156.36 *

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

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543739	COMED COMMONWEALTH EDISON							
	0884004000-100125	10/01/25	01	08/29-09/30 1991 CANNONBALL	51-510-54-00-5480		175.06	
					INVOICE TOTAL:		175.06	*
	1135300100-100125	10/01/25	01	08/29-09/30 456 KENNEDY RD	52-520-54-00-5480		69.40	
					INVOICE TOTAL:		69.40	*
	1709169000-100325	10/03/25	01	09/03-10/03 RT34 & AUTUMN CRK	23-230-54-00-5482		217.53	
					INVOICE TOTAL:		217.53	*
	1752878000-092925	09/29/25	01	08/27-09/26 SUNSET & LEASURE	23-230-54-00-5482		2,983.72	
					INVOICE TOTAL:		2,983.72	*
	1870344000-100725	10/07/25	01	09/03-10/03 105 COUNTRYSIDE PK	79-795-54-00-5480		35.73	
					INVOICE TOTAL:		35.73	*
	1951034000-100725	10/07/25	01	09/04-10/06 RT34 & BEECHER	23-230-54-00-5482		93.38	
					INVOICE TOTAL:		93.38	*
	2173921222-100625	10/06/25	01	09/02-10/02 420 FAIRHAVEN	51-510-54-00-5480		139.78	
					INVOICE TOTAL:		139.78	*
	2536492222-100725	10/07/25	01	09/03-10/03 SARAVANOS PUMP	52-520-54-00-5480		62.36	
					INVOICE TOTAL:		62.36	*
	2793598111-100625	10/14/25	01	09/02-10/02 1975 N BRIDGE	52-520-54-00-5480		257.34	
					INVOICE TOTAL:		257.34	*
	3131491222-100625	10/06/25	01	09/02-10/02 101 BRUELL ST	52-520-54-00-5480		323.65	
					INVOICE TOTAL:		323.65	*
	3260462000-100225	10/02/25	01	09/02-10/02 RT47 & RIVER	23-230-54-00-5482		340.43	
					INVOICE TOTAL:		340.43	*
	3387801111-093025	09/30/25	01	08/28-09/29 872 PRAIRIE CR	79-795-54-00-5480		95.43	
					INVOICE TOTAL:		95.43	*

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	
543739	COMED COMMONWEALTH EDISON							
	3573137000-100125	10/01/25	01	08/29-09/30 133 E HYDRAULIC	79-795-54-00-5480		132.96	
					INVOICE TOTAL:		132.96	*
	3741450787-093025	09/30/25	01	08/29-09/30 1201 BADGER UNIT B	51-510-54-00-5480		54.94	
					INVOICE TOTAL:		54.94	*
	3852534000-092925	09/29/25	01	08/28-09/29 RT126 & SCHLHS RD	23-230-54-00-5482		110.98	
					INVOICE TOTAL:		110.98	*
	5110449000-100625	10/06/25	01	09/03-10/03 6780 RT47	51-510-54-00-5480		50.18	
					INVOICE TOTAL:		50.18	*
	5285646000-100125	10/01/25	01	08/29-09/30 KENNEDY & MCHUGH	23-230-54-00-5482		94.64	
					INVOICE TOTAL:		94.64	*
	5288861222-100325	10/03/25	01	09/02-10/02 1850 MARKETVIEW	23-230-54-00-5482		80.78	
					INVOICE TOTAL:		80.78	*
	6114554111-100625	10/06/25	01	09/02-10/02 610 TOWER LN	51-510-54-00-5480		150.07	
					INVOICE TOTAL:		150.07	*
	6564924000-092225	09/22/25	01	08/20-09/19 421 POPLAR	23-230-54-00-5482		5,623.95	
					INVOICE TOTAL:		5,623.95	*
	6918342222-100125	10/01/25	01	08/29-09/30 301 E HYDRAULIC	79-795-54-00-5480		68.40	
					INVOICE TOTAL:		68.40	*
	7581432222-093025	09/30/25	01	08/28-09/29 1107 PRAIRIE LIFT	52-520-54-00-5480		159.16	
					INVOICE TOTAL:		159.16	*
	7706362222-092225	09/22/25	01	08/20-09/19 RT47 & KENNEDY	23-230-54-00-5482		1,472.16	
					INVOICE TOTAL:		1,472.16	*
	7824275000-100325	10/03/25	01	09/02-10/02 1 MCHUGH RD	23-230-54-00-5482		87.10	
					INVOICE TOTAL:		87.10	*

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

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

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543739	COMED	COMMONWEALTH EDISON					
	8273737000-093025	09/30/25	01	08/29-09/30 104 E VAN EMMON	79-795-54-00-5480		690.42
					INVOICE TOTAL:		690.42 *
	8500662000-100125	10/01/25	01	08/29-09/30 PRESTWICK LIFT	52-520-54-00-5480		139.63
					INVOICE TOTAL:		139.63 *
	8503040100-100725	10/07/25	01	09/04-10/06 FOXHILL 7 LIFT	52-520-54-00-5480		100.27
					INVOICE TOTAL:		100.27 *
	8507242000-100325	10/03/25	01	09/02-10/02 7 COUNTRYSIDE PKWY	23-230-54-00-5482		142.69
					INVOICE TOTAL:		142.69 *
	9567127000-100625	10/06/25	01	09/02-10/02 1 COUNTRYSIDE PKWY	23-230-54-00-5482		195.68
					INVOICE TOTAL:		195.68 *
	9810925111-100125	10/01/25	01	08/29-09/30 276 WINDHAM LIFT	52-520-54-00-5480		238.25
					INVOICE TOTAL:		238.25 *
					CHECK TOTAL:		14,542.43
543740	CONTELEC	CONSTELLATION TELECOM					
	6400	10/01/25	01	OCT 2025 ADMIN LINES	01-110-54-00-5440		257.50
			02	OCT 2025 PUBLIC WORKS LINES	51-510-54-00-5440		579.45
			03	OCT 2025 SEWER DEPT. LINES	52-520-54-00-5440		257.53
			04	OCT 2025 RECREATION LINES	79-795-54-00-5440		257.53
			05	OCT 2025 TRAFFIC SIGNAL	01-410-54-00-5435		64.39
			06	MAINTENANCE	** COMMENT **		
					INVOICE TOTAL:		1,416.40 *
					CHECK TOTAL:		1,416.40
543741	COREMAIN	CORE & MAIN LP					
	X623429	09/26/25	01	2025 METER INSTALL SENSUS	51-510-54-00-5404		21,070.00

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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543741	COREMAIN CORE & MAIN LP						
	X623429	09/26/25	02	ANALYTIC SETUP HOSTING FEES	** COMMENT **		
						INVOICE TOTAL:	21,070.00 *
	X724700	09/15/25	01	METER INSTALLATION AND	51-510-54-00-5404		2,809.94
			02	REPORGRAMMING	** COMMENT **		
						INVOICE TOTAL:	2,809.94 *
	X783191	09/23/25	01	2025 METER INSTALLATIONS	51-510-54-00-5404		19,010.00
						INVOICE TOTAL:	19,010.00 *
	X813550	09/28/25	01	100CF METER INSTALL	51-510-54-00-5404		1,390.71
						INVOICE TOTAL:	1,390.71 *
	X831211	10/02/25	01	SOCKETS	51-510-54-00-5404		160.78
						INVOICE TOTAL:	160.78 *
						CHECK TOTAL:	44,441.43
543742	COXLAND COX LANDSCAPING LLC						
	192840	09/30/25	01	SEPT 2025 SUNFLOWER MOWING	12-112-54-00-5495		1,200.00
						INVOICE TOTAL:	1,200.00 *
	192841	09/30/25	01	SEPT 2025 FOX HILL MOWING	11-111-54-00-5495		1,269.60
						INVOICE TOTAL:	1,269.60 *
	192852	09/30/25	01	SEPT 2025 MOWING-CANNONBALL	24-216-54-00-5446		860.00
			02	ESTATES	** COMMENT **		
						INVOICE TOTAL:	860.00 *
						CHECK TOTAL:	3,329.60
543743	DORNER DORNER PRODUCTS, INC						
	517423	09/22/25	01	CLA-VAL SERVICE TO REPAIR	51-510-54-00-5445		26,847.00

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

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543743	DORNER	DORNER PRODUCTS, INC					
	517423	09/22/25	02	VALVES	** COMMENT **		
						INVOICE TOTAL:	26,847.00 *
					CHECK TOTAL:		26,847.00
543744	DUTEK	THOMAS & JULIE FLETCHER					
	1027795	10/14/25	01	NIPPLES, COUPLING	52-520-56-00-5628		189.00
						INVOICE TOTAL:	189.00 *
					CHECK TOTAL:		189.00
543745	EEI	ENGINEERING ENTERPRISES, INC.					
	84830	09/30/25	01	NORTH RT47 IMPROVEMENTS	01-640-54-00-5465		371.00
						INVOICE TOTAL:	371.00 *
	84831	09/30/25	01	SOUTH RT47 IMPROVEMENTS	01-640-54-00-5465		1,252.75
						INVOICE TOTAL:	1,252.75 *
	84832	09/30/25	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		2,872.25
						INVOICE TOTAL:	2,872.25 *
	84833	09/30/25	01	WINDETT RIDGE UNIT 2	90-048-48-00-0111		1,119.75
						INVOICE TOTAL:	1,119.75 *
	84834	09/30/25	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465		6,655.50
						INVOICE TOTAL:	6,655.50 *
	84835	09/30/25	01	GRANDE RESERVE UNIT 3	01-640-54-00-5465		43.75
						INVOICE TOTAL:	43.75 *
	84836	09/30/25	01	GRANDE RESERVE UNITS 26 & 27	90-147-00-00-0111		5,783.50
						INVOICE TOTAL:	5,783.50 *

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

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543745	EEI	ENGINEERING ENTERPRISES, INC.						
	84837	09/30/25	01	GRANDE RESERVE UNIT 7	01-640-54-00-5465		341.25	
					INVOICE TOTAL:		341.25	*
	84838	09/30/25	01	KENDALL MARKETPLACE LOT 52	90-154-00-00-0111		1,342.50	
			02	PHASE 2 & 3	** COMMENT **			
					INVOICE TOTAL:		1,342.50	*
	84839	09/30/25	01	GRANDE RESERVE UNIT 9	01-640-54-00-5465		380.00	
					INVOICE TOTAL:		380.00	*
	84840	09/30/25	01	BRIGHT FARMS	90-173-00-00-0111		243.75	
					INVOICE TOTAL:		243.75	*
	84841	09/30/25	01	KENDALLWOOD ESTATES-RALLY	90-174-00-00-0111		2,924.00	
					INVOICE TOTAL:		2,924.00	*
	84842	09/30/25	01	BRISTOL BAY UNIT 13	90-179-00-00-0111		469.75	
					INVOICE TOTAL:		469.75	*
	84843	09/30/25	01	KENNEDY RD & FREEDOM PLACE	23-230-60-00-6087		1,060.50	
			02	INTERSECTION IMPROVEMENTS	** COMMENT **			
					INVOICE TOTAL:		1,060.50	*
	84844	09/30/25	01	CALEDONIA UNIT 3	90-188-00-00-0111		2,602.25	
					INVOICE TOTAL:		2,602.25	*
	84845	09/30/25	01	BRISTOL BAY UNIT 10	90-186-00-00-0111		325.75	
					INVOICE TOTAL:		325.75	*
	84846	09/30/25	01	BRISTOL BAY UNIT 12	90-186-00-00-0111		457.00	
					INVOICE TOTAL:		457.00	*
	84847	09/30/25	01	GRANDE RESERVE UNIT 4	01-640-54-00-5465		1,691.00	
					INVOICE TOTAL:		1,691.00	*

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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543745	EEI	ENGINEERING ENTERPRISES, INC.						
	84848	09/30/25	01	GRANDE RESERVE UNIT 6	01-640-54-00-5465		73.00	
					INVOICE TOTAL:		73.00	*
	84849	09/30/25	01	E. VAN EMMON RESURFACING	23-230-60-00-6089		1,340.90	
					INVOICE TOTAL:		1,340.90	*
	84850	09/30/25	01	LAKE MICHIGAN CONNECTION-	51-510-60-00-6011		313.75	
			02	CORROSION CONTROL STUDY	** COMMENT **			
					INVOICE TOTAL:		313.75	*
					CHECK TOTAL:		31,663.90	
543746	EEI	ENGINEERING ENTERPRISES, INC.						
	84851	09/30/25	01	PUBLIC WORKS SITE-BOOMBAH	24-216-60-00-6042		7,100.10	
					INVOICE TOTAL:		7,100.10	*
					CHECK TOTAL:		7,100.10	
543747	EEI	ENGINEERING ENTERPRISES, INC.						
	84852	09/30/25	01	NORTHPOINTE SUBDIVISION	90-195-00-00-0111		4,513.25	
					INVOICE TOTAL:		4,513.25	*
	84853	09/30/25	01	WELL #10 AND RAW WATER MAIN	51-510-60-00-6029		6,924.25	
					INVOICE TOTAL:		6,924.25	*
	84854	09/30/25	01	KENDALL COUNTY BLDG-FOX	01-640-54-00-5465		1,996.00	
					INVOICE TOTAL:		1,996.00	*
	84855	09/30/25	01	SOUTHERN SANITARY SEWER	52-520-60-00-6024		2,451.50	
			02	CONNECTION-LP	** COMMENT **			
					INVOICE TOTAL:		2,451.50	*
	84856	09/30/25	01	QUIK TRIP GAS STATION	90-208-00-00-0111		612.75	
					INVOICE TOTAL:		612.75	*

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

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

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543747	EEI	ENGINEERING ENTERPRISES, INC.						
	84857	09/30/25	01	DWC TRANSMISSION MAIN	51-510-60-00-6011		2,772.00	
						INVOICE TOTAL:	2,772.00	*
	84858	09/30/25	01	CENTER ST WATER MAIN EXTENSION	51-510-60-00-6025		4,895.00	
						INVOICE TOTAL:	4,895.00	*
	84859	09/30/25	01	1203 N BRIDGE ST-GERBER	90-214-00-00-0111		1,835.00	
						INVOICE TOTAL:	1,835.00	*
	84860	09/30/25	01	2024 ROAD PROGRAM	23-230-60-00-6025		255.00	
						INVOICE TOTAL:	255.00	*
	84861	09/30/25	01	KENDALL MARKETPLACE-LOT 52	90-154-00-00-0111		471.50	
			02	PHASE 4	** COMMENT **			
						INVOICE TOTAL:	471.50	*
	84862	09/30/25	01	LAKE MICHIGAN-WIFIA LOAN APP	51-510-60-00-6011		784.50	
						INVOICE TOTAL:	784.50	*
	84864	09/30/25	01	YORKVILLE SOLAR	90-212-00-00-0111		288.75	
						INVOICE TOTAL:	288.75	*
	84865	09/30/25	01	CORNEILS RD SOLAR/BEECHER RD	90-216-00-00-0111		960.75	
			02	SOLAR	** COMMENT **			
						INVOICE TOTAL:	960.75	*
	84866	09/30/25	01	GRANDE RESERVE UNIT 21	90-222-00-00-0111		2,506.75	
						INVOICE TOTAL:	2,506.75	*
	84867	09/30/25	01	GRANDE RESERVE UNIT 28	90-244-00-00-0111		615.50	
						INVOICE TOTAL:	615.50	*
	84868	09/30/25	01	2024 LOCAL ROAD PROGRAM	23-230-60-00-6028		725.00	
						INVOICE TOTAL:	725.00	*
						CHECK TOTAL:	32,607.50	

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

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543748	EEI	ENGINEERING ENTERPRISES, INC.							
	84869		09/30/25	01	LM-NORTH RECEIVING STATION	51-510-60-00-6011		40,725.00	
						INVOICE TOTAL:		40,725.00	*
						CHECK TOTAL:		40,725.00	
543749	EEI	ENGINEERING ENTERPRISES, INC.							
	84870		09/30/25	01	LM-SOUTH RECEIVING STATION	51-510-60-00-6011		15,548.73	
				02	STANDPIPE	** COMMENT **			
						INVOICE TOTAL:		15,548.73	*
	84871		09/30/25	01	LM-RT126 WATER MAIN	51-510-60-00-6011		28,900.00	
				02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:		28,900.00	*
	84872		09/30/25	01	LM-BLUESTEM WATER MAIN	51-510-60-00-6011		19,412.50	
				02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:		19,412.50	*
	84873		09/30/25	01	GRANDE RESERVE UNITS 10 & 11	90-223-00-00-0111		10,875.25	
						INVOICE TOTAL:		10,875.25	*
	84875		09/30/25	01	2025 WATER MAIN REPLACEMENT	51-510-60-00-6025		47,344.50	
						INVOICE TOTAL:		47,344.50	*
	84876		09/30/25	01	LM-LAND ACQUISITION SERVICES	51-510-60-00-6011		128.00	
						INVOICE TOTAL:		128.00	*
	84877		09/30/25	01	QUIET ZONE STUDY-BNSF	23-230-60-00-6069		445.00	
						INVOICE TOTAL:		445.00	*
	84878		09/30/25	01	2820 BEECHER SOLAR	90-231-00-00-0111		2,491.75	
						INVOICE TOTAL:		2,491.75	*
	84879		09/30/25	01	COUNTRYSIDE LIFT STATION	52-520-60-00-6074		2,512.00	

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

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

UNITED CITY OF YORKVILLE
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543749	EEI	ENGINEERING ENTERPRISES, INC.						
	84879	09/30/25	02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:	2,512.00	*
	84880	09/30/25	01	QUIET ZONE STUDY-DOWNTOWN	23-230-60-00-6069		630.00	
						INVOICE TOTAL:	630.00	*
	84881	09/30/25	01	GREEN DOOR-MEYER	90-249-00-00-0111		1,351.50	
						INVOICE TOTAL:	1,351.50	*
	84882	09/30/25	01	2024 SANITARY SEWER LINING	52-520-60-00-6025		3,862.50	
						INVOICE TOTAL:	3,862.50	*
	84883	09/30/25	01	PIONEER DEVELOPMENT-CARDINAL	90-242-00-00-0111		9,848.25	
						INVOICE TOTAL:	9,848.25	*
	84884	09/30/25	01	HEARTLAND MEADOWS WEST	90-232-00-00-0111		1,573.75	
						INVOICE TOTAL:	1,573.75	*
	84885	09/30/25	01	2025 ROAD PROGRAM	23-230-60-00-6025		26,647.00	
						INVOICE TOTAL:	26,647.00	*
	84886	09/30/25	01	2025 LOCAL ROAD PROGRAM	23-230-60-00-6028		3,737.00	
						INVOICE TOTAL:	3,737.00	*
	84887	09/30/25	01	COSTCO	90-239-00-00-0111		35,303.50	
						INVOICE TOTAL:	35,303.50	*
	84888	09/30/25	01	FOX HAVEN-1115, LLC	90-236-00-00-0111		8,017.00	
						INVOICE TOTAL:	8,017.00	*
	84889	09/30/25	01	ELDAMAIN WATER MAIN LOOP-N	51-510-60-00-6024		1,774.00	
						INVOICE TOTAL:	1,774.00	*
	84890	09/30/25	01	ELDAMAIN WATER MAIN LOOP-S	51-510-60-00-6024		1,779.00	
						INVOICE TOTAL:	1,779.00	*

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

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543749	EEI	ENGINEERING ENTERPRISES, INC.					
	84891	09/30/25	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		4,720.25
					INVOICE TOTAL:		4,720.25 *
	84892	09/30/25	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00
					INVOICE TOTAL:		1,900.00 *
	84893	09/30/25	01	RT47 WATER MAIN RELOCATION	23-230-60-00-6089		14,950.00
					INVOICE TOTAL:		14,950.00 *
	84896	09/30/25	01	CANNONBALL TRAIL SHARED USE	01-640-54-00-5465		3,110.00
			02	PATH	** COMMENT **		
					INVOICE TOTAL:		3,110.00 *
	84897	09/30/25	01	PROLOGIS/PROJECT STEEL	90-246-00-00-0111		7,355.50
					INVOICE TOTAL:		7,355.50 *
	84898	09/30/25	01	2026 WATER MAIN IMPROVEMENTS	51-510-60-00-6025		11,724.00
					INVOICE TOTAL:		11,724.00 *
	84899	09/30/25	01	STANDARD SPECIFICATIONS UPDATE	01-640-54-00-5465		545.00
					INVOICE TOTAL:		545.00 *
	84900	09/30/25	01	REDS BASEBALL TRAINING	90-248-00-00-0111		4,797.75
			02	FACILITY	** COMMENT **		
					INVOICE TOTAL:		4,797.75 *
	84901	09/30/25	01	2025 NPDES PROGRAM AND ANNUAL	01-640-54-00-5465		243.00
			02	REPORT	** COMMENT **		
					INVOICE TOTAL:		243.00 *
	84925	09/30/25	01	E. ALLEY WATER MAIN	51-510-60-00-6025		12,353.50
			02	IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		12,353.50 *
					CHECK TOTAL:		283,880.23

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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543750	ENCAP ENCAP, INC.						
	11508	09/30/25	01	HERBICIDE TREATMENTS	24-216-54-00-5446		3,500.00
					INVOICE TOTAL:		3,500.00 *
					CHECK TOTAL:		3,500.00
543751	FERGUSON FURGUSON WATERWORKS #2516						
	0531578-1	09/25/25	01	MARKING PAINT	01-410-56-00-5665		77.77
					INVOICE TOTAL:		77.77 *
	0534205	09/10/25	01	HYDRANT ADAPTERS	51-510-56-00-5664		1,002.24
					INVOICE TOTAL:		1,002.24 *
	0535457	09/24/25	01	BRASS FITTINGS	51-510-56-00-5640		62.03
					INVOICE TOTAL:		62.03 *
	0536434	09/29/25	01	COUPLINGS	52-520-56-00-5620		47.44
					INVOICE TOTAL:		47.44 *
					CHECK TOTAL:		1,189.48
543752	FIRSTNET AT&T MOBILITY						
	287313454005X1003202	09/25/25	01	08/26-09/25 MOBILE DEVICES	01-220-54-00-5440		42.27
			02	08/26-09/25 MOBILE DEVICES	51-510-54-00-5440		121.57
			03	08/26-09/25 MOBILE DEVICES	01-110-54-00-5440		84.54
			04	08/26-09/25 MOBILE DEVICES	01-210-54-00-5440		880.44
			05	08/26-09/25 MOBILE DEVICES	79-795-54-00-5440		158.60
					INVOICE TOTAL:		1,287.42 *
					CHECK TOTAL:		1,287.42
543753	FIRSTNET AT&T MOBILITY						
	287313454207X1003202	09/25/25	01	08/26-09/25 MOBILE DEVICES	01-220-54-00-5440		404.61

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
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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543753	FIRSTNET AT&T MOBILITY						
	287313454207X1003202	09/25/25	02	08/26-09/25 MOBILE DEVICES	79-790-54-00-5440		36.24
			03	08/26-09/25 MOBILE DEVICES	79-795-54-00-5440		157.02
			04	08/26-09/25 MOBILE DEVICES	51-510-54-00-5440		277.80
			05	08/26-09/25 MOBILE DEVICES	52-520-54-00-5440		72.48
					INVOICE TOTAL:		948.15 *
					CHECK TOTAL:		948.15
543754	FIRSTNON FIRST NONPROFIT UNEMPLOYEMENT						
	122719N-100125	10/01/25	01	4TH QTR 2025 UNEMPLOYMENT INS	01-640-52-00-5230		4,531.69
			02	4TH QTR 2025 UNEMPLOYMENT INS	01-640-52-00-5230		1,148.38
			03	4TH QTR 2025 UNEMPLOYMENT INS	82-820-52-00-5230		353.35
			04	4TH QTR 2025 UNEMPLOYMENT INS	51-510-52-00-5230		559.17
			05	4TH QTR 2025 UNEMPLOYMENT INS	52-520-52-00-5230		294.16
					INVOICE TOTAL:		6,886.75 *
					CHECK TOTAL:		6,886.75
543755	FOXVALLE FOX VALLEY TROPHY & AWARDS						
	T313	09/24/25	01	FALL ATHLETICS TROPHIES	79-795-56-00-5606		3,342.00
					INVOICE TOTAL:		3,342.00 *
					CHECK TOTAL:		3,342.00
543756	FRNKMRSH FRANK MARSHALL						
	92619	10/07/25	01	BRUELL LIFT STATION STARTER	52-520-54-00-5444		471.00
			02	REPAIR	** COMMENT **		
					INVOICE TOTAL:		471.00 *
					CHECK TOTAL:		471.00
543757	FULTON J & D INGENUITIES, LLC						

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

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543757	FULTON J & D INGENUITIES, LLC						
	3027	09/23/25	01	REPLACED YK10 MOTOR RTU	25-205-54-00-5495		1,126.48
					INVOICE TOTAL:		1,126.48 *
					CHECK TOTAL:		1,126.48
543758	GARDKOCH GARDINER KOCH & WEISBERG						
	26671	10/10/25	01	SEPT 2025 MISC ADMIN MATTERS	01-640-54-00-5461		1,780.00
					INVOICE TOTAL:		1,780.00 *
					CHECK TOTAL:		1,780.00
543759	GROOT GROOT INC						
	15157140T102	10/01/25	01	SEPT 2025 REFUSE SERVICE	01-540-54-00-5442		164,131.05
			02	SEPT 2025 SR REFUSE SERVICE	01-540-54-00-5441		5,315.45
					INVOICE TOTAL:		169,446.50 *
					CHECK TOTAL:		169,446.50
543760	HARRIS HARRIS COMPUTER SYSTEMS						
	FORMXT004952	09/30/25	01	2025 AP 1099-NEC TAX FORMS	01-120-56-00-5610		109.85
					INVOICE TOTAL:		109.85 *
	FORMXT004956	09/30/25	01	2025 PAYROLL W-2 TAX FORMS	01-120-56-00-5610		228.80
					INVOICE TOTAL:		228.80 *
	MSIXT0000643	09/26/25	01	SEPT 2025 MYGOVHUB FEES	01-120-54-00-5462		366.85
			02	SEPT 2025 MYGOVHUB FEES	51-510-54-00-5462		550.28
			03	SEPT 2025 MYGOVHUB FEES	52-520-54-00-5462		161.85
					INVOICE TOTAL:		1,078.98 *
					CHECK TOTAL:		1,417.63

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

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543761	HAYESC CHRISTOPHER HAYES						
	102425-PER DIEMS	10/24/25	01	SRT TRAINING PER DIEMS	01-210-54-00-5415		306.00
					INVOICE TOTAL:		306.00 *
					CHECK TOTAL:		306.00
543762	ILLEAP ILLINOIS LEAP						
	2025-83	06/03/25	01	2025 ILLEAP CONFERENCE	01-210-54-00-5412		369.00
					INVOICE TOTAL:		369.00 *
					CHECK TOTAL:		369.00
543763	ILPHLEBO ILLINOIS PHLEBOTOMY SERVICES						
	2457	10/01/25	01	09/24/25 PHLEBOTOMY SERVICES	01-210-54-00-5462		425.00
					INVOICE TOTAL:		425.00 *
					CHECK TOTAL:		425.00
543764	IMPERINV IMPERIAL INVESTMENTS						
	2023 LEVY	08/07/25	01	2023 LEVY YEAR INCREMENTAL	88-000-21-00-2100		53,655.58
			02	P-TAX REBATE	** COMMENT **		
					INVOICE TOTAL:		53,655.58 *
					CHECK TOTAL:		53,655.58
543765	IMPERINV IMPERIAL INVESTMENTS						
	AUG 2025-REBATE	10/08/25	01	AUG 2025 BUSINESS DIST. REBATE	01-000-24-00-2488		3,158.83
					INVOICE TOTAL:		3,158.83 *
					CHECK TOTAL:		3,158.83
543766	INSITUFO INSITUFORM TECHNOLOGIES LLC						

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

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543766	INSITUFO	INSITUFORM TECHNOLOGIES LLC					
	798254	09/29/25	01	ENGINEERS PAYMENT ESTIMATE 1	52-520-60-00-6025		24,502.50
			02	FOR 2024 SANITARY SEWER LINING	** COMMENT **		
			03	IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		24,502.50 *
					CHECK TOTAL:		24,502.50
543767	INTERDEV	INTERDEV, LLC					
	MSP-1050943	09/30/25	01	SEPT 2025 MONTHLY IT SERVICES	01-640-54-00-5450		20,008.24
					INVOICE TOTAL:		20,008.24 *
	MSP-1051019	10/07/25	01	OCT 2025 MONTHLY IT SERVICES	01-640-54-00-5450		20,008.24
					INVOICE TOTAL:		20,008.24 *
					CHECK TOTAL:		40,016.48
543768	INVICTUS	INVICTUS EQUINE					
	101425	10/14/25	01	FALL 2025 HORSE LESSONS	79-795-54-00-5462		392.00
					INVOICE TOTAL:		392.00 *
					CHECK TOTAL:		392.00
543769	JIMSTRCK	JIM'S TRUCK INSPECTION LLC					
	210876	08/01/25	01	TRUCK INSPECTION	79-790-54-00-5495		82.00
					INVOICE TOTAL:		82.00 *
	211741	09/25/25	01	TRUCK INSPECTION	01-410-54-00-5490		84.00
					INVOICE TOTAL:		84.00 *
	211742	09/25/25	01	TRUCK INSPECTION	01-410-54-00-5490		43.00
					INVOICE TOTAL:		43.00 *

UNITED CITY OF YORKVILLE ILLINOIS EST. 1836 County Seat 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

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543769	JIMSTRCK JIM'S TRUCK INSPECTION LLC						
	211748	09/25/25	01	TRUCK INSPECTION	01-410-54-00-5490		43.00
					INVOICE TOTAL:		43.00 *
	211753	09/26/25	01	TRUCK INSPECTION	01-410-54-00-5490		43.00
					INVOICE TOTAL:		43.00 *
	211761	09/26/25	01	TRUCK INSPECTION	01-410-54-00-5490		43.00
					INVOICE TOTAL:		43.00 *
	211773	09/26/25	01	TRUCK INSPECTION	01-410-54-00-5490		41.00
					INVOICE TOTAL:		41.00 *
	211797	09/30/25	01	TRUCK INSPECTION	01-410-54-00-5490		43.00
					INVOICE TOTAL:		43.00 *
					CHECK TOTAL:		422.00
543770	KENDCROS KENDALL CROSSING, LLC						
	BD REBATE 08/25	10/08/25	01	AUG 2025 BUSINESS DIST. REBATE	01-000-24-00-2487		6,566.36
					INVOICE TOTAL:		6,566.36 *
					CHECK TOTAL:		6,566.36
543771	KENDTREA KENDALL COUNTY TREASURER						
	25-02Y	09/23/25	01	KAT 2ND BI-ANNUAL CONTRIBUTION	01-640-54-00-5473		15,937.00
			02	FOR FY25	** COMMENT **		
					INVOICE TOTAL:		15,937.00 *
					CHECK TOTAL:		15,937.00
543772	KLUBER KLUBER, INC						
	9808	09/30/25	01	COMPLETED WORK ON CITY OF	24-216-60-00-6042		26,740.40

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
543772	KLUBER KLUBER, INC						
	9808	09/30/25	02	YORKVILLE PUBLIC WORKS AND	** COMMENT **		
			03	PARK MAINTEMAMCE BUILDING	** COMMENT **		
					INVOICE TOTAL:		26,740.40 *
					CHECK TOTAL:		26,740.40
543773	LANEMUCH LANER, MUCHIN, LTD						
	703495	09/01/25	01	PROFESSIONAL SERVICES THROUGH	01-640-54-00-5463		112.50
			02	08/20/25 FOR GENERAL MATTERS	** COMMENT **		
					INVOICE TOTAL:		112.50 *
					CHECK TOTAL:		112.50
543774	LRS LRS, LLC						
	PS676159	09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		213.00
			02	AT 301 N BRIDGE	** COMMENT **		
					INVOICE TOTAL:		213.00 *
	PS676160	09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		358.00
			02	AT 131 E HYDRAULIC	** COMMENT **		
					INVOICE TOTAL:		358.00 *
	PS676161	09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		95.00
			02	AT 901 MILL ST	** COMMENT **		
					INVOICE TOTAL:		95.00 *
	PS676162	09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		95.00
			02	AT 374 E VAN EMMON	** COMMENT **		
					INVOICE TOTAL:		95.00 *
	PS676163	09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		95.00
			02	AT 1711 JOHN ST	** COMMENT **		
					INVOICE TOTAL:		95.00 *

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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543774	LRS LRS, LLC						
	PS676164	09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		95.00
			02	AT 1474 SYCAMORE	** COMMENT **		
					INVOICE TOTAL:		95.00 *
	PS676165	09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		498.20
			02	AT 901 GAME FARM RD	** COMMENT **		
					INVOICE TOTAL:		498.20 *
	PS676166	09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		190.00
			02	AT 2775 GRANDE TR	** COMMENT **		
					INVOICE TOTAL:		190.00 *
	PS676167	09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		118.00
			02	AT 600 HAYDEN	** COMMENT **		
					INVOICE TOTAL:		118.00 *
	PS676168	09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		95.00
			02	AT 427 BRISTOL BAY	** COMMENT **		
					INVOICE TOTAL:		95.00 *
	PS676169	09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		190.00
			02	AT 3651 KENNEDY	** COMMENT **		
					INVOICE TOTAL:		190.00 *
	PS676170	09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		95.00
			02	AT 872 PRAIRIE CROSSING	** COMMENT **		
					INVOICE TOTAL:		95.00 *
	PS676171	09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		190.00
			02	AT 920 PRAIRIE CROSSING	** COMMENT **		
					INVOICE TOTAL:		190.00 *
	PS676172	09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		95.00
			02	AT 2807 NORTHLAND	** COMMENT **		
					INVOICE TOTAL:		95.00 *

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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543774	LRS	LRS, LLC							
	PS676173		09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		95.00	
				02	AT 2736 AUTUMN CREEK	** COMMENT **			
						INVOICE TOTAL:		95.00	*
	PS676174		09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		95.00	
				02	AT 2735 ALAN DALE	** COMMENT **			
						INVOICE TOTAL:		95.00	*
	PS676176		09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		275.50	
				02	AT 428 BRISTOL BAY	** COMMENT **			
						INVOICE TOTAL:		275.50	*
	PS676177		09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		95.00	
				02	AT 3142 GRANDE TRAIL	** COMMENT **			
						INVOICE TOTAL:		95.00	*
	PS676178		09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		95.00	
				02	AT 105 W COUNTRYSIDE	** COMMENT **			
						INVOICE TOTAL:		95.00	*
	PS676179		09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		275.50	
				02	AT 9231 GALENA	** COMMENT **			
						INVOICE TOTAL:		275.50	*
	PS676180		09/18/25	01	09/19-10/16 PORTOLET UPKEEP	79-795-56-00-5620		95.00	
				02	AT 2500 FAIRFAX WAY	** COMMENT **			
						INVOICE TOTAL:		95.00	*
						CHECK TOTAL:		3,448.20	
543775	MAREKM	MATT MAREK							
	2025 IML		09/20/25	01	2025 IML CONFERENCE MILEAGE,	01-110-54-00-5415		420.18	
				02	PARKING, TOLL AND PER DIEM	** COMMENT **			

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

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543775	MAREKM MATT MAREK						
	2025 IML	09/20/25	03	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	420.18 *
					CHECK TOTAL:		420.18
543776	MENINC MENARDS INC						
	073125-STREBATE	10/06/25	01	MAY-JUL 2025 SALES TAX REBATE	01-640-54-00-5492		133,195.10
						INVOICE TOTAL:	133,195.10 *
					CHECK TOTAL:		133,195.10
543777	MESIMPSO M.E. SIMPSON CO, INC						
	45239	09/25/25	01	LEAK LOCATION SERVICES	51-510-54-00-5462		645.00
						INVOICE TOTAL:	645.00 *
	45240	09/25/25	01	LEAK LOCATION SERVICES	51-510-54-00-5462		1,175.00
						INVOICE TOTAL:	1,175.00 *
					CHECK TOTAL:		1,820.00
543778	METIRI METIRI ANALYTICAL GROUP INC						
	GA5004741	09/24/25	01	WATER SAMPLING	51-510-54-00-5429		600.00
						INVOICE TOTAL:	600.00 *
					CHECK TOTAL:		600.00
543779	METROMAY METROPOLITAN MAYOR'S CAUCUS						
	2024-279	12/31/24	01	2024-2025 CAUCUS DUES	01-110-54-00-5460		968.99
						INVOICE TOTAL:	968.99 *
					CHECK TOTAL:		968.99

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
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INVOICES DUE ON/BEFORE 10/28/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543780	MIDWSALT MIDWEST SALT						
	P484487	09/25/25	01	BULK ROCK SALT	51-510-56-00-5638		3,095.60
					INVOICE TOTAL:		3,095.60 *
	P484570	09/29/25	01	BULK ROCK SALT	51-510-56-00-5638		3,231.21
					INVOICE TOTAL:		3,231.21 *
					CHECK TOTAL:		6,326.81
543781	MONTGLAN MONTGOMERY LANDSCAPING						
	12247	08/31/25	01	AUG 2025 PULVERIZED DIRT	51-510-56-00-5640		700.00
					INVOICE TOTAL:		700.00 *
	12282	09/30/25	01	SEPT 2025 PULVERIZED DIRT	01-410-56-00-5640		400.00
					INVOICE TOTAL:		400.00 *
					CHECK TOTAL:		1,100.00
543782	MOTOROLA MOTOROLA SOLUTIONS						
	8230536423	09/12/25	01	M500 EXTENDED WARRANTY	01-210-54-00-5462		345.00
					INVOICE TOTAL:		345.00 *
					CHECK TOTAL:		345.00
543783	MROWCO MATHEWSON RIGHT OF WAY CO,						
	24-0387-12	09/30/25	01	LAKE MICHIGAN WATER SYSTEM	51-510-60-00-6011		4,539.50
			02	IMPROVEMENT PROJECT	** COMMENT **		
					INVOICE TOTAL:		4,539.50 *
					CHECK TOTAL:		4,539.50
543784	NARVICK NARVICK BROS. LUMBER CO, 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

UNITED CITY OF YORKVILLE
PRE-CHECK RUN EDIT

INVOICES DUE ON/BEFORE 10/28/2025

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543784	NARVICK	NARVICK BROS. LUMBER CO, INC							
	98941		09/08/25	01	CONCRETE FOR PRESTWICK PARK	25-225-60-00-6010		1,478.50	
						INVOICE TOTAL:		1,478.50	*
	99050		09/12/25	01	CONCRETE	23-230-56-00-5637		908.00	
						INVOICE TOTAL:		908.00	*
	99271		09/24/25	01	4000 PSI AE FOR PRESTWICK	25-225-60-00-6010		836.00	
						INVOICE TOTAL:		836.00	*
						CHECK TOTAL:		3,222.50	
543785	NICOR	NICOR GAS							
	00-41-22-8748 4-1001		10/01/25	01	09/02-10/01 1107 PRAIRIE	01-110-54-00-5480		57.96	
						INVOICE TOTAL:		57.96	*
	15-64-61-3532 5-1001		10/01/25	01	09/02-10/01 1991 CANNONBALL TR	01-110-54-00-5480		60.16	
						INVOICE TOTAL:		60.16	*
	20-52-56-2042 1-0929		09/29/25	01	08/28-09/29 420 FAIRHAVEN	01-110-54-00-5480		152.18	
						INVOICE TOTAL:		152.18	*
	23-45-91-4862 5-1003		10/03/25	01	09/03-10/02 101 BRUELL ST	01-110-54-00-5480		154.16	
						INVOICE TOTAL:		154.16	*
	37-35-53-1941 1-1007		10/07/25	01	09/08-10/07 185 WOLF ST	01-110-54-00-5480		55.10	
						INVOICE TOTAL:		55.10	*
	40-52-64-8356 1-1006		10/06/25	01	09/05-10/03 102 E VAN EMMON	01-110-54-00-5480		154.16	
						INVOICE TOTAL:		154.16	*
	46-69-47-6727 1-1007		10/07/25	01	09/08-10/07 1975 N BRIDGE	01-110-54-00-5480		150.78	
						INVOICE TOTAL:		150.78	*
	61-60-41-1000 9-1002		10/02/25	01	09/03-10/02 610 TOWER LN	01-110-54-00-5480		76.36	
						INVOICE TOTAL:		76.36	*

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
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INVOICES DUE ON/BEFORE 10/28/2025

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543785	NICOR	NICOR GAS							
	66-70-44-6942 9-1007		10/07/25	01	09/08-10/07 1908 RAINTREE	01-110-54-00-5480		160.82	
						INVOICE TOTAL:		160.82	*
	80-56-05-1157 0-1007		10/07/25	01	09/08-10/07 2512 ROSEMONT	01-110-54-00-5480		63.86	
						INVOICE TOTAL:		63.86	*
	83-80-00-1000 7-1002		10/02/25	01	09/03-10/02 610 TOWER UNIT B	01-110-54-00-5480		55.02	
						INVOICE TOTAL:		55.02	*
	86-91-67-3104 4-1007		10/07/25	01	09/08-10/07 1203 BADGER UNIT B	01-110-54-00-5480		55.10	
						INVOICE TOTAL:		55.10	*
	91-85-68-4012 8-1002		10/02/25	01	09/02-10/01 902 GAME FARM RD	82-820-54-00-5480		1,081.38	
						INVOICE TOTAL:		1,081.38	*
						CHECK TOTAL:		2,277.04	
543786	NUTOYS	NUTOYS LEISURE PRODUCTS							
	57800		10/09/25	01	10 LITTER RECEPTACLES	25-225-60-00-6010		12,520.00	
						INVOICE TOTAL:		12,520.00	*
						CHECK TOTAL:		12,520.00	
543787	OSWEGO	VILLAGE OF OSWEGO							
	3287		10/01/25	01	SEPT 2025 STATE LOBBYIST	01-640-54-00-5462		1,166.67	
				02	CHARGES	** COMMENT **			
				03	SEPT 2025 STATE LOBBYIST	51-510-54-00-5462		1,166.66	
				04	CHARGES	** COMMENT **			
				05	SEPT 2025 FEDERAL LOBBYIST	01-640-54-00-5462		1,562.50	
				06	CHARGES	** COMMENT **			
				07	SEPT 2025 FEDERAL LOBBYIST	51-510-54-00-5462		1,562.50	
				08	CHARGES	** COMMENT **			
						INVOICE TOTAL:		5,458.33	*
						CHECK TOTAL:		5,458.33	

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	
543788	OTTOSEN / OTTOSEN DINOLFO							
	16847	08/31/25	01	AUG 2025 MIS ADMIN MATTERS	01-640-54-00-5456		15,095.45	
						INVOICE TOTAL:	15,095.45	*
	16848	08/31/25	01	AUG 2025 MEETINGS	01-640-54-00-5456		1,600.00	
						INVOICE TOTAL:	1,600.00	*
	16850	08/31/25	01	AUG 2025 WIDENING OF KENNEDY	01-640-54-00-5456		363.00	
			02	ROAD MATTERS	** COMMENT **			
						INVOICE TOTAL:	363.00	*
	16851	08/31/25	01	AUG 2025 COSTCO MATTERS	90-239-00-00-0011		242.00	
						INVOICE TOTAL:	242.00	*
	16853	08/31/25	01	AUG 2025 CYRUS 1 MATTERS	90-227-00-00-0011		60.50	
						INVOICE TOTAL:	60.50	*
	16854	08/31/25	01	AUG 2025 BRISTOL BAY MATTERS	01-640-54-00-5456		532.40	
						INVOICE TOTAL:	532.40	*
	16855	08/31/25	01	AUG 2025 NEXUS MATTERS	90-191-00-00-0011		72.60	
						INVOICE TOTAL:	72.60	*
	16856	08/31/25	01	AUG 2025 1115 LLC MATTERS	90-236-00-00-0011		48.40	
						INVOICE TOTAL:	48.40	*
	16857	08/31/25	01	AUG 2025 QUIKTRIP MATTERS	90-208-00-00-0011		48.40	
						INVOICE TOTAL:	48.40	*
	16858	08/31/25	01	AUG 2025 PROJECT STEEL MATTERS	90-246-00-00-0011		3,882.35	
						INVOICE TOTAL:	3,882.35	*
	16859	08/31/25	01	AUG 2025 PROJECT CARDINAL	90-242-00-00-0011		5,055.70	
			02	MATTERS	** COMMENT **			
						INVOICE TOTAL:	5,055.70	*

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

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543788	OTTOSEN	OTTOSEN DINOLFO					
	16860	08/31/25	01	AUG 2025 HEARTLAND MEADOWS	90-232-00-00-0011		48.40
			02	WEST MATTERS	** COMMENT **		
					INVOICE TOTAL:		48.40 *
	16861	08/31/25	01	AUG 2025 CORNEILS ROAD SOLAR	90-216-00-00-0011		193.60
			02	MATTERS	** COMMENT **		
					INVOICE TOTAL:		193.60 *
	16862	08/31/25	01	AUG 2025 MEYER DATA CENTER	90-250-00-00-0011		181.50
			02	MATTERS	** COMMENT **		
					INVOICE TOTAL:		181.50 *
	16863	08/31/25	01	AUG 2025 CANNONBALL MATTERS	01-640-54-00-5456		96.80
					INVOICE TOTAL:		96.80 *
					CHECK TOTAL:		27,521.10
543789	PEPSI	PEPSI-COLA GENERAL BOTTLE					
	11989602	09/25/25	01	BRIDGE CONCESSION DRINKS	79-795-56-00-5607		448.00
					INVOICE TOTAL:		448.00 *
	14700600	10/03/25	01	BRIDGE CONNCESSION DRINKS	79-795-56-00-5607		413.92
					INVOICE TOTAL:		413.92 *
					CHECK TOTAL:		861.92
543790	PETITEPA	THE PETITE PALETTE					
	100825	10/08/25	01	SESSION 1 PIANO LESSONS	79-795-54-00-5462		480.00
					INVOICE TOTAL:		480.00 *
	101425	10/14/25	01	10/13/25 PAINTING CLASS	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		580.00

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

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543791	PIZZO	PIZZO AND ASSOCIATES, LTD							
	341-7		10/01/25	01	UPKEEP OF NATURALIZATION AREAS	24-216-54-00-5446		732.19	
				02	AT 651 PRAIRIE POINTE	** COMMENT **			
						INVOICE TOTAL:		732.19	*
						CHECK TOTAL:		732.19	
543792	POLLARD	FERGUSON ENTERPRISES LLC #3325							
	0295952		09/19/25	01	HOSE FITTING	52-520-56-00-5640		439.25	
						INVOICE TOTAL:		439.25	*
	0297144		09/24/25	01	FITTINGS	51-510-56-00-5640		67.95	
						INVOICE TOTAL:		67.95	*
	0297531		09/30/25	01	TUBE	01-410-56-00-5665		75.25	
						INVOICE TOTAL:		75.25	*
						CHECK TOTAL:		582.45	
543793	PRINTSRC	LAMBERT PRINT SOURCE, LLC							
	4999		10/16/25	01	BASEBALL LEAGUE STAFF SHIRTS	79-795-56-00-5606		346.50	
						INVOICE TOTAL:		346.50	*
						CHECK TOTAL:		346.50	
543794	R0001975	RYAN HOMES							
	20220561-2726 ELLROY		10/09/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		7,500.00	
						INVOICE TOTAL:		7,500.00	*
	20231428-2654 GOULD		10/09/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00	
						INVOICE TOTAL:		5,000.00	*
	20231898-2653 GOULD		10/09/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00	
						INVOICE TOTAL:		5,000.00	*

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

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543794	R0001975	RYAN HOMES						
	20241441-2692 BIG GR		10/09/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:		5,000.00 *
						CHECK TOTAL:		22,500.00
543795	R0002208	HARI DEVELOPMENT YORKVILLE LLC						
	073125-STREBATE		10/06/25	01	MAY-JUL 2025 SALES TAX REBATE	01-640-54-00-5491		759.93
						INVOICE TOTAL:		759.93 *
						CHECK TOTAL:		759.93
543796	R0002725	BILLIE ROSENOW						
	092725		09/30/25	01	BEECHER DEPOSIT REFUND	01-000-24-00-2410		100.00
						INVOICE TOTAL:		100.00 *
						CHECK TOTAL:		100.00
543797	RAGIWAVE	RAGING WAVES						
	2025-REBATE		10/14/25	01	2025 ADMISSIONS TAX REFUND	01-640-54-00-5494		221,092.87
						INVOICE TOTAL:		221,092.87 *
						CHECK TOTAL:		221,092.87
543798	RCWEGMAN	R.C. WEGMAN CONSTRUCTION						
	6		09/30/25	01	COMPLETED WORK ON YORKVILLE	24-216-60-00-6042		1,081,691.93
				02	PUBLIC WORKS AND PARKE	** COMMENT **		
				03	DEPARTMENT FACILITY	** COMMENT **		
						INVOICE TOTAL:		1,081,691.93 *
						CHECK TOTAL:		1,081,691.93

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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543799	REINDERS REINDERS, INC.						
	4079925-00	09/24/25	01	HYDRAULIC LEAK REPAIR	79-790-54-00-5495		1,279.73
					INVOICE TOTAL:		1,279.73 *
	6081353-00	09/26/25	01	HYD MOTOR ASM	79-790-56-00-5640		998.59
					INVOICE TOTAL:		998.59 *
					CHECK TOTAL:		2,278.32
543800	SCIENTEL SCIENTEL SOLUTIONS LLC						
	INV-00873	09/30/25	01	HID 3000PGGMN AVIGILON FORMAT	24-216-54-00-5446		657.00
					INVOICE TOTAL:		657.00 *
					CHECK TOTAL:		657.00
543801	SHEPHERC CORY SHEPHERD						
	102425-PER DIEMS	10/24/25	01	SRT TRAINING PER DIEMS	01-210-54-00-5415		306.00
					INVOICE TOTAL:		306.00 *
					CHECK TOTAL:		306.00
543802	SHOREWOO SHOREWOOD HOME & AUTO						
	01-485788	09/11/25	01	THROTTLE CABLE	79-790-56-00-5640		31.99
					INVOICE TOTAL:		31.99 *
					CHECK TOTAL:		31.99
543803	SOUNDENG SOUNDSCAPE ENGINEERING LLC						
	2223	09/29/25	01	AUG 2025 COMPLETED WORK FOR	90-246-00-00-0111		8,013.75
			02	PROJECT STEEL DATA CENTER	** COMMENT **		
					INVOICE TOTAL:		8,013.75 *

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 10/28/2025

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543803	SOUNDENG	SOUNDSCAPE ENGINEERING LLC					
	2224	09/29/25	01	AUG 2025 COMPLETED WORK FOR	90-242-00-00-0111		3,520.00
			02	PROJECT CARDINAL DATA CENTER	** COMMENT **		
					INVOICE TOTAL:		3,520.00 *
					CHECK TOTAL:		11,533.75
543804	STANDE	STANDARD EQUIPMENT CO					
	P06506	09/24/25	01	HYDRO SPRAY GUN, NOZZLE	52-520-56-00-5628		488.61
					INVOICE TOTAL:		488.61 *
	U00273	09/30/25	01	USED VAC-CON MOUNTED ON A	52-520-60-00-6070		560,042.67
			02	USED 2015 PETERBILT CHASSIS	** COMMENT **		
					INVOICE TOTAL:		560,042.67 *
					CHECK TOTAL:		560,531.28
543805	STROUPS	STROUP, SAMUEL					
	092625-PER DIEM	09/26/25	01	PUBLIC INFORMATION OFFICER	01-210-54-00-5415		88.00
			02	TRAINING PER DIEMS	** COMMENT **		
					INVOICE TOTAL:		88.00 *
					CHECK TOTAL:		88.00
543806	TRICO	TRICO MECHANICAL , INC					
	15880	09/24/25	01	ADD AC REFRIGERANT & INSPECT	24-216-54-00-5446		620.00
			02	UNIT AT 610 TOWER	** COMMENT **		
					INVOICE TOTAL:		620.00 *
					CHECK TOTAL:		620.00
543807	UMBBANK	UMB BANK					

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 10/28/2025

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543807	UMBBANK	UMB BANK						
	073125-STREBATE		10/06/25	01	MAY-JUL 2025 SALES TAX REBATE	01-640-54-00-5492		174,673.30
						INVOICE TOTAL:		174,673.30 *
						CHECK TOTAL:		174,673.30
543808	VITOSH	CHRISTINE M. VITOSH						
	2369		09/08/25	01	08/13/25 P&Z MEETING	90-246-00-00-0011		488.75
						INVOICE TOTAL:		488.75 *
						CHECK TOTAL:		488.75
543809	WCSUA	WCSUA						
	2-100225		10/02/25	01	UMPIRE ASSIGNING FEE	79-795-54-00-5462		303.00
						INVOICE TOTAL:		303.00 *
						CHECK TOTAL:		303.00
543810	WHITAKER	WHITTAKER CONSTRUCTION &						
	100925-1		10/09/25	01	ENGINEERS PAYMENT ESTIMATE 1	51-510-60-00-6011		128,998.94
				02	FOR NORTH RECEIVING STATION	** COMMENT **		
						INVOICE TOTAL:		128,998.94 *
						CHECK TOTAL:		128,998.94
543811	WHITAKER	WHITTAKER CONSTRUCTION &						
	100925-2		10/09/25	01	ENGINEERS PAYMENT ESTIMATE 2	51-510-60-00-6011		10,592.55
				02	FOR NORTH RECEIVING STATION	** COMMENT **		
						INVOICE TOTAL:		10,592.55 *
						CHECK TOTAL:		10,592.55

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 10/28/2025

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543812	WINNINGE	WINNINGER EXCAVATING INC.						
	03		09/30/25	01	ENGINEERS PAYMENT ESTIMATE 3	51-510-60-00-6011		165,001.13
				02	FOR BLUESTEM WATER MAIN	** COMMENT **		
				03	IMPROVEMENTS	** COMMENT **		
						INVOICE TOTAL:		165,001.13 *
						CHECK TOTAL:		165,001.13
543813	WINNINGE	WINNINGER EXCAVATING INC.						
	100125-02		10/01/25	01	ENGINEERS PAYMENT ESTIMATE 2	51-510-60-00-6025		713,963.00
				02	FOR 22025 WATER MAIN	** COMMENT **		
				03	REPLACEMENT	** COMMENT **		
						INVOICE TOTAL:		713,963.00 *
						CHECK TOTAL:		713,963.00
543814	YBSD	YORKVILLE BRISTOL						
	25-SEP		10/06/25	01	SEPT 2025 SANITARY FEES	95-000-24-00-2450		317,678.96
						INVOICE TOTAL:		317,678.96 *
						CHECK TOTAL:		317,678.96
543815	YOUNGM	MARLYS J. YOUNG						
	091625-PW		09/28/25	01	09/16/25 PW MEETING MINUTES	01-110-54-00-5462		85.00
						INVOICE TOTAL:		85.00 *
	100725-EDC		10/07/25	01	10/07/25 EDC MEETING MINUTES	01-110-54-00-5462		85.00
						INVOICE TOTAL:		85.00 *
						CHECK TOTAL:		170.00

TOTAL CHECKS PAID:	4,520,215.76
TOTAL DIRECT DEPOSITS PAID:	934.02
TOTAL AMOUNT PAID:	4,521,149.78

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
PAYROLL SUMMARY
October 4, 2025

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	23,387.53	-	23,387.53	1,558.43	1,217.61	26,163.57
FINANCE	22,174.60	-	22,174.60	1,479.04	1,668.12	25,321.76
POLICE	144,163.46	6,443.45	150,606.91	503.75	11,158.02	162,268.68
COMMUNITY DEV.	35,765.40	-	35,765.40	2,391.42	2,655.22	40,812.04
STREETS	32,907.75	-	32,907.75	2,185.06	2,430.23	37,523.04
BUILDING & GROUNDS	6,877.80	-	6,877.80	466.64	523.23	7,867.67
WATER	25,960.83	858.91	26,819.74	1,733.82	1,971.28	30,524.84
SEWER	17,436.99	-	17,436.99	1,157.78	1,277.81	19,872.58
PARKS	39,678.82	132.91	39,811.73	2,493.17	2,988.81	45,293.71
RECREATION	32,075.55	-	32,075.55	1,611.00	2,399.14	36,085.69
LIBRARY	22,899.86	-	22,899.86	947.86	1,705.01	25,552.73
TOTALS	$ 403,328.59	$ 7,435.27	$ 410,763.86	$ 16,527.97	$ 29,994.48	$ 457,286.31

TOTAL PAYROLL **$ 457,286.31**

UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, October 28, 2025

ACCOUNTS PAYABLE	**DATE**		
Clerk's Check #131274 Kendall County Recorder *(Page 1)*	09/29/2025	$	276.00
Clerk's Check #131275 Kendall County Recorder *(Page 2)*	10/02/2025		114.00
Clerk's Check #131276 Kendall County Recorder *(Page 2)*	10/02/2025		115.00
Manual City Check Register *(Page 3)*	10/15/2025		18,000.00
Manual City Check Register *(Pages 4 - 7)*	10/17/2025		107,396.25
City Check Register *(Pages 8 - 42)*	10/28/2025		4,521,149.78
SUB-TOTAL:		**$**	**4,647,051.03**
PAYROLL			
Bi - Weekly *(Page 43)*	10/04/2025	$	457,286.31
SUB-TOTAL:		**$**	**457,286.31**
TOTAL DISBURSEMENTS:		**$**	**5,104,337.34**

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

Agenda Item Number

Consent Agenda #3

Tracking Number

PW 2025-96

Agenda Item Summary Memo

Title: Water Reports for January 2025 – September 2025

Meeting and Date: City Council – October 28, 2025

Synopsis: IEPA water reports for January 2025 to September 2025. Reports need to be accepted by City Council.

Council Action Previously Taken:

Date of Action: PW – 10/21/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-96

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse (Name) Public Works (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

United City of Yorkville
WATER DEPARTMENT REPORT

January
2025
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	795	393	15,566,000
7	1527	1125	522	17,271,500
8	1384	840	319	13,404,000
9	1368	861	377	11,748,000
			TOTAL PUMPED	57,989,500

CURRENT MONTH'S PUMPAGE IS 2,777,900 GALLONS **MORE THAN LAST MONTH**
777,000 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,870,629 GALLONS

DAILY MAXIMUM PUMPED: 2,208,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 72.32 GALLONS (Population 23,000)

WATER TREATMENT:

CHLORINE: 1286 LBS. FED — CALCULATED CONCENTRATION: 2.82 MG/L

FLUORIDE: 0 LBS. FED — MEASURED CONCENTRATION: 0.61 MG/L

POLYPHOSPHATE: 1365 LBS. FED — CALCULATED CONCENTRATION: 1.05 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
30 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN — CONCENTRATION: 0.61 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 24 — NUMBER OF LEAKS OR BREAKS REPAIRED: 2

MXU'S: 0 — BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 7 — COMMERCIAL: _____ — INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:

United City of Yorkville
WATER DEPARTMENT REPORT

February
2025
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	795	395	17,203,000
7	1527	1125	480	15,375,800
8	1384	840	312	16,853,000
9	1368	861	370	11,748,000
			TOTAL PUMPED	55,008,800

CURRENT MONTH'S PUMPAGE IS 2,980,700 GALLONS **LESS THAN LAST MONTH**
4,196,800 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,964,600 GALLONS

DAILY MAXIMUM PUMPED: 2,263,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 80.71 GALLONS (Population 23,000)

WATER TREATMENT:

CHLORINE: 1255 LBS. FED — CALCULATED CONCENTRATION: 2.90 MG/L

FLUORIDE: 0 LBS. FED — MEASURED CONCENTRATION: 0.76 MG/L

POLYPHOSPHATE: 1268 LBS. FED — CALCULATED CONCENTRATION: 1.02 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
30 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN — CONCENTRATION: 0.61 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 5 NUMBER OF LEAKS OR BREAKS REPAIRED: 1

MXU'S: 0 BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 8 COMMERCIAL: _____ INDUSTRIAL/GOVERNMENTAL: 2

COMMENTS:

United City of Yorkville
WATER DEPARTMENT REPORT

March
2025
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	784	388	17,203,000
7	1527	1125	501	15,375,800
8	1384	840	303	16,853,000
9	1368	861	***	11,748,000
			TOTAL PUMPED	55,008,800

CURRENT MONTH'S PUMPAGE IS 4,861,600 GALLONS **MORE THAN LAST MONTH**
5,712,700 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,931,303 GALLONS

DAILY MAXIMUM PUMPED: 2,372,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 79.26 GALLONS (Population 23,000)

WATER TREATMENT:

CHLORINE: 1358 LBS. FED CALCULATED CONCENTRATION: 2.88 MG/L

FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.61 MG/L

POLYPHOSPHATE: 1399 LBS. FED CALCULATED CONCENTRATION: 1.04 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
30 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.61 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 24 NUMBER OF LEAKS OR BREAKS REPAIRED: 0

MXU'S: 1 BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 8 COMMERCIAL: _____ INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:

United City of Yorkville
WATER DEPARTMENT REPORT

April
2025
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	784	402	16,101,000
7	1527	1125	513	20,309,700
8	1384	840	300	18,820,000
9	1368	861	353	5,716,000
			TOTAL PUMPED	60,946,700

CURRENT MONTH'S PUMPAGE IS 1,076,300 GALLONS **MORE THAN LAST MONTH**
5,326,000 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 2,031,557 GALLONS

DAILY MAXIMUM PUMPED: 2,372,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 83.57 GALLONS (Population 23,000)

WATER TREATMENT:

CHLORINE: 1349 LBS. FED — CALCULATED CONCENTRATION: 2.80 MG/L

FLUORIDE: 0 LBS. FED — MEASURED CONCENTRATION: 0.61 MG/L

POLYPHOSPHATE: 1439 LBS. FED — CALCULATED CONCENTRATION: 1.05 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
30 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN — CONCENTRATION: 0.61 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 45 — NUMBER OF LEAKS OR BREAKS REPAIRED: 2

MXU'S: 2 — BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 11 — COMMERCIAL: 2 — INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:

United City of Yorkville
WATER DEPARTMENT REPORT

May
2025
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	784	407	17,422,000
7	1527	1125	508	25,079,800
8	1384	840	286	17,968,000
9	1368	861	351	14,791,000
			TOTAL PUMPED	75,260,800

CURRENT MONTH'S PUMPAGE IS 14,314,100 GALLONS **MORE THAN LAST MONTH**
6,111,700 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 2,427,768 GALLONS

DAILY MAXIMUM PUMPED: 3,106,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 99.58 GALLONS (Population 23,000)

WATER TREATMENT:

CHLORINE: 1720 LBS. FED CALCULATED CONCENTRATION: 2.90 MG/L

FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.61 MG/L

POLYPHOSPHATE: 1780 LBS. FED CALCULATED CONCENTRATION: 1.05 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
30 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.61 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 35 NUMBER OF LEAKS OR BREAKS REPAIRED: 1

MXU'S: 1 BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 9 COMMERCIAL: _____ INDUSTRIAL/GOVERNMENTAL: 1

COMMENTS:

United City of Yorkville
WATER DEPARTMENT REPORT

June
2025
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	784	379	19,971,000
7	1527	1125	501	22,777,000
8	1384	840	286	17,494,000
9	1368	861	358	17,471,000
			TOTAL PUMPED	77,713,000

CURRENT MONTH'S PUMPAGE IS 2,452,200 GALLONS **MORE THAN LAST MONTH**
3,938,900 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 2,590,433 GALLONS

DAILY MAXIMUM PUMPED: 3,723,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 105.87 GALLONS (Population 23,000)

WATER TREATMENT:

CHLORINE: 1710 LBS. FED CALCULATED CONCENTRATION: 2.81 MG/L

FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.81 MG/L

POLYPHOSPHATE: 1866 LBS. FED CALCULATED CONCENTRATION: 1.07 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
30 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.61 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 8 NUMBER OF LEAKS OR BREAKS REPAIRED: 2

MXU'S: 10 BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 39 COMMERCIAL: _____ INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:

United City of Yorkville
WATER DEPARTMENT REPORT

July
2025
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	784	386	23,770,000
7	1527	1125	524	17,453,700
8	1384	840	273	21,455,000
9	1368	861	351	13,742,000
			TOTAL PUMPED	76,420,700

CURRENT MONTH'S PUMPAGE IS 1,292,300 GALLONS **LESS THAN LAST MONTH**
8,417,700 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 2,465,184 GALLONS

DAILY MAXIMUM PUMPED: 3,046,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 100.51 GALLONS (Population 23,000)

WATER TREATMENT:

CHLORINE: 1639 LBS. FED CALCULATED CONCENTRATION: 2.74 MG/L

FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.69 MG/L

POLYPHOSPHATE: 1866 LBS. FED CALCULATED CONCENTRATION: 1.18 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
30 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.69 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 241 NUMBER OF LEAKS OR BREAKS REPAIRED: _____

MXU'S: 241 BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 19 COMMERCIAL: _____ INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:

United City of Yorkville
WATER DEPARTMENT REPORT

August
2025
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	784	379	27,674,000
7	1527	1125	513	13,504,500
8	1384	840	268	21,548,0000
9	1368	861	353	12,474,000
			TOTAL PUMPED	75,200,500

CURRENT MONTH'S PUMPAGE IS 1,220,200 GALLONS **LESS THAN LAST MONTH**
5,610,400 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 2,425,823 GALLONS

DAILY MAXIMUM PUMPED: 2,681,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 100.40 GALLONS (Population 23,000)

WATER TREATMENT:

CHLORINE: 1729 LBS. FED — CALCULATED CONCENTRATION: 2.90 MG/L

FLUORIDE: 0 LBS. FED — MEASURED CONCENTRATION: 0.73 MG/L

POLYPHOSPHATE: 2047 LBS. FED — CALCULATED CONCENTRATION: 1.20 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
30 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN — CONCENTRATION: 0.73 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 218 — NUMBER OF LEAKS OR BREAKS REPAIRED: 2

MXU'S: 218 — BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 14 — COMMERCIAL: _____ — INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:

United City of Yorkville
WATER DEPARTMENT REPORT

September
2025
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	784	379	23,312,000
7	1527	1125	513	18,005,000
8	1384	840	268	22,595,000
9	1368	861	353	7,220,000
			TOTAL PUMPED	71,132,000

CURRENT MONTH'S PUMPAGE IS 4,068,500 GALLONS **LESS THAN LAST MONTH**
2,909,000 GALLONS **LESS THAN LAST YEAR**

DAILY AVERAGE PUMPED: 2,371,067 GALLONS

DAILY MAXIMUM PUMPED: 3,057,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 99.48 GALLONS (Population 23,000)

WATER TREATMENT:

CHLORINE: 1719 LBS. FED — CALCULATED CONCENTRATION: 3.00 MG/L

FLUORIDE: 0 LBS. FED — MEASURED CONCENTRATION: 0.73 MG/L

POLYPHOSPHATE: 1980 LBS. FED — CALCULATED CONCENTRATION: 1.21 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
30 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN — CONCENTRATION: 0.73 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 267 — NUMBER OF LEAKS OR BREAKS REPAIRED: 1

MXU'S: 270 — BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 27 — COMMERCIAL: _____ — INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS: Pumping Levels are the same as August : Unable to record this month

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

Agenda Item Number

Consent Agenda #4

Tracking Number

PW 2025-99

Agenda Item Summary Memo

Title: South Receiving Station – Construction Engineering Agreement

Meeting and Date: City Council – October 28, 2025

Synopsis: Proposed PSA for construction engineering for the south receiving station project.

Council Action Previously Taken:

Date of Action: PW – 10/21/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-99

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse (Name) Public Works (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: October 10, 2025
Subject: South Receiving Station PSA

Summary

A proposed PSA from EEI for construction engineering services for the south receiving station project in the amount of $360,866. This is a budgeted expense in the approved FY26 budget.

Background

The South Receiving Station is our second, and final receiving station that we need to construct to be able to receive water from DWC when it is available in 2028. We have already awarded the north receiving station, north water tower, south standpipe, and now we are awarding the south receiving station. All these projects are multi-year projects that need to get under construction now to be ready for water in 2028.

EEI is proposing a construction engineering agreement for the south receiving station in the amount of $322,691 + $38,175 in direct expenses for a total of $360,866. This project is expected to take multiple years to construct. At this time, we have approved $105,000 in the FY26 budget and put placeholders in for $181,000 in FY27 and $76,000 in FY28 for a total of $362,000.

As with the other EEI construction engineering contracts, the services for this proposed contract include project administration, prepare for, attend, and facilitation of meetings, construction coordination, review of shop drawings, review and response to RFI's, review pay requests, coordinate with USEPA and WIFIA for loan progress reporting, construction observation, staking, record drawings, punch list creation and follow up inspections, and project close out.

Recommendation

Staff recommends approval of this PSA with EEI in the amount oof $360,866.

Resolution No. 2025-_____

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

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

WHEREAS, the City's Public Works Department plans to construct the South Receiving Station for future delivery of Lake Michigan water from the DuPage Water Commission (the "Project"); and

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

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

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

WHEREAS, the City administration recommends approval of the Agreement.

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute an *Agreement*

for Professional Services – South Receiving Station – Construction Engineering, attached hereto as *Exhibit A*.

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

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

City Clerk

Agreement for Professional Services
South Receiving Station – Construction Engineering

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

A. Services:

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. Construction 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 Hourly (HR) at the actual rates for services to be performed, currently estimated at $322,691.00. Direct expenses are estimated at $38,175.00. The hourly rates for this project 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: Estimated Schedule
Attachment E: 2025 Standard Schedule of Charges

Attachment F: USEPA Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Attachment G: IEPA/USEPA Professional Services Contract Clauses
Attachment H: Supplemental USEPA/WIFIA Professional Services Contract Clauses

L. Notices:

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this ___day of _____, 2025.

United City of Yorkville

_____
John Purcell
Mayor

_____
Jori Contrino
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.

South Receiving Station
United City of Yorkville, IL
Professional Services Agreement - Construction Engineering

Attachment B – Scope of Services

The United City of Yorkville intends to construct the South Receiving Station for future delivery of Lake Michigan water from the DuPage Water Commission. Items include construction of a new building to house a new pressure adjusting station, including booster pumping and pressure reducing components with all process piping, chemical feed system including chlorine and phosphate, architectural components, electrical, connection to existing water main, associated water main piping modifications and valves, SCADA upgrades, and generator. The project is expected to receive WIFIA funding pending closing of the City's loan application currently in process.

The following list of work items summarizes the scope of engineering services for this project, for which a detailed breakdown and estimated level of effort for major items is included in Attachment C:

CONSTRUCTION ENGINEERING

Construction Administration

- Project Administration and Supervision of Staff, Budget
- Contracting Coordination with Contractor and the City
- Preparation of Construction Issue Plans and Specifications
- Prepare for, Attend, and Facilitate the Preconstruction and Construction Progress Meetings with the Contractor Including Preparation of Meeting Minutes (Assumes 12 Total Meetings Max.)
- Construction Coordination with Contractor and the City
- Review Shop Drawings, O&M Manuals, and Warranty Information
- Review and Respond to Contractor Requests for Information (RFIs), Proposed Change Orders (PCOs), and Prepare Change Orders
- Review Contractor Pay Requests, Gather Invoices, Waivers of Lien, Certified Payroll, and Material Certification, and Prepare Pay Estimates
- Coordinate with USEPA for WIFIA Loan Progress Reporting

Construction Layout and Record Drawings

- Stake Proposed Structures
- Perform Post Construction Field Survey for Record Drawings
- Prepare Record Drawings

Construction Observation and Documentation

- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Part-Time Construction Observation & Field Reports (Est. Avg. 16 Hours/Week For 44 Weeks)
- Provide Weekly Construction Update Emails to City Staff During Construction Activity Onsite
- Perform Punch Walks, Prepare Punch List, and Provide Follow Up Inspections and Recommend Acceptance
- Prepare Project Closeout Paperwork

NOTES AND EXCLUSIONS

- The above scope of services does not include the following:
  - WIFIA Loan Application or Loan Processing/Coordination other than furnishing required compliance documentation to USEPA (provided by/responsibility of the Contractor to furnish)
  - WIFIA Loan Disbursement Requests – assumed to be completed under a separate project that will include WIFIA Loan disbursement requests for all projects included under City's WIFIA Loan
  - Additional Progress Meetings or Construction Observation Beyond That Specified
  - Attendance/Presentations at City Meetings
  - No Shop Drawing Reviews Beyond One Resubmittal for Each Shop Drawing – There Are Provisions in the Project Manual for the Contractor to Reimburse the Engineer for Expenses Related to Each Additional Resubmittal

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings, construction observation, and coordination beyond that defined in the above scope and estimated in the fee estimate shall be considered outside the scope of the base contract and will be billed in accordance with EEI's Standard Schedule of Charges (Attachment E) in effect at the time the extra work is performed.

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

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2416-P	
PROJECT TITLE	**DATE**	**PREPARED BY**
South Receiving Station	10/9/25	CRW / CEO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	PE	CAD/GIS	SUR-PM	SURVEY	ADMIN	HOURS	COST
		RATE	$256	$243	$218	$175	$182	$218	$182	$75		
CONSTRUCTION ENGINEERING												
3.01	Project Administration		8		18						26	$ 5,972
3.02	Contract Coordination				8	8				4	20	$ 3,444
3.03	Prepare Construction Issue Plans and Specifications				4	8	12				24	$ 4,456
3.04	Weekly Project Update Emails to City Staff (During Construction)					40					40	$ 7,000
3.05	Pre-Con Meeting and Monthly Construction Progress Meetings (12 Total Meetings Max.)				36	48					84	$ 16,248
3.06	Review Pay Applications (15 Max.)				18	52					70	$ 13,024
3.07	Review Shop Drawings, O&M Manuals, and Warranty Info				40	160					200	$ 36,720
3.08	Review RFI's and PCO's				32	40					72	$ 13,976
3.09	Construction Staking							16	32		48	$ 9,312
3.10	Coordination with the City and Contractor		6	9	75	150					240	$ 46,323
3.11	Construction Observation & Field Reports (Est. Avg. 16 Hours/Week For 44 Weeks)				24	704					728	$128,432
3.12	Punchwalks and Punchlists				8	40					48	$ 8,744
3.13	Prepare and Issue As-Built Drawings				8	40	40	8	12		108	$ 19,952
3.14	WIFIA Loan Program Construction Coordination				16	32					48	$ 9,088
	Construction Engineering Subtotal:		**14**	**9**	**287**	**1,322**	**52**	**24**	**44**	**4**	1,756	$322,691
	PROJECT TOTAL:		**14**	**9**	**287**	**1,322**	**52**	**24**	**44**	**4**	**1,756**	**322,691**

PIC	Principal in Charge
SPM	Senior Project Manager
PM	Project Manager
PE	Project Engineer
CAD/GIS	CAD/GIS Technician
SUR-PM	Survey Project Manager
SURVEY	Survey Technician
ADMIN	Administrative Assistant

DIRECT EXPENSES	
Printing/Scanning/Mailing =	$ 750
Vehicle =	$ 6,375
MEP Engineering =	$ 16,000
Architectural =	$ 8,250
Geotechnical Engineering =	$ 4,000
Structural Engineering =	$ 2,800
DIRECT EXPENSES =	**$ 38,175**

LABOR SUMMARY	
EEI Labor Expenses =	$322,691
TOTAL LABOR EXPENSES	**$322,691**

TOTAL COSTS	$360,866

ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2416-P	
PROJECT TITLE	**DATE**	**PREPARED BY**
South Receiving Station	10/9/25	CRW / CEO

TASK NO.	TASK DESCRIPTION	2025		2026												2027					
		NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
CONSTRUCTION ENGINEERING																					
3.01	Project Administration																				
3.02	Contract Coordination																				
3.03	Prepare Construction Issue Plans and Specifications																				
3.04	Weekly Project Update Emails to City Staff (During Construction)																				
3.05	Pre-Con Meeting and Monthly Construction Progress Meetings (12 Total Meetings Max.)																				
3.06	Review Pay Applications (15 Max.)																				
3.07	Review Shop Drawings, O&M Manuals, and Warranty Info																				
3.08	Review RFI's and PCO's																				
3.09	Construction Staking																				
3.10	Coordination with the City and Contractor																				
3.11	Construction Observation & Field Reports (Est. Avg. 16 Hours/Week For 44 Weeks)																				
3.12	Punchwalks and Punchlists																				
3.13	Prepare and Issue As-Built Drawings																				
3.14	WIFIA Loan Program Construction Coordination																				

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

ATTACHMENT E: 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

EPA Project Control Number

United States Environmental Protection Agency
Washington, D.C. 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Christopher R. Walton - Project Manager

Typed Name and Title of Authorized Representative

Christopher Walton 10/9/25

Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. May explanation is attached.

ATTACHMENT G
IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES

Audit and Access to Records Clause:

A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.

D. The final audit report shall include the written comments, if any, of the audited parties.

E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees:
The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters:
Form EPA 5700-49 is signed and attached as part of Attachment F-2.

USEPA Nondiscrimination Clause:
The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause:
The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs”.

ATTACHMENT H
SUPPLEMENTAL USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES

ECONOMIC AND MISCELLANEOUS AUTHORITIES

DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the [Project]. Suspension and debarment information can be accessed at http://www.sam.gov. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

NEW RESTRICTIONS ON LOBBYING

Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over $100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

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

Agenda Item Number

Consent Agenda #5

Tracking Number

PW 2025-100

Agenda Item Summary Memo

Title: IDOT IGA – Rt 47 (IDOT Contract 62M71)

Meeting and Date: City Council – October 28, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 10/21/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-100

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

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

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Rob Fredrickson, Finance Director
Jori Contrino, City Clerk

Date: October 15, 2025
Subject: IDOT IGA – Rt 47 (IDOT Contact 62M71)

This item is related to the reconstruction of Rt 47 from Waterpark Way to Jericho Road. The City previously approved an IGA on February 14, 2025 regarding the funding of the relocation of water main for this project. The state has agreed to pay 100% of the relocation costs.

The agreement inadvertently excluded the design engineering costs. The covering of these costs was agreed to previously. Attached is an additional IGA that covers the cost of design engineering.

Staff recommends approval of the IGA.

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN AGREEMENT BY AND BETWEEN THE UNITED CITY OF YORKVILLE AND THE STATE OF ILLINOIS ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION

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 State of Illinois (the "*State*") and the City, in order to facilitate the free flow of traffic and ensure safety to the motoring public, are desirous of improving the roadway pavement of Illinois Route 47/ US 30 from Waterpark Way to Jericho Road, hereinafter referred to as to as the ("*Improvement*") or the Project; and

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (collectively, the "*Authority*") authorize governmental units to contract or otherwise associate amongst themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the State has requested and the City has agreed to participate in and perform the design engineering for relocation of the water main associated with the Improvement on mainline IL Route 47/ US Route 30 pursuant to the terms set forth in the Agreement by and between the City and the State in the form attached hereto, all as hereinafter set forth.

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

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

Section 2. The Agreement, by and between the State of Illinois, acting by and through its Department of Transportation and the United City of Yorkville, in the form attached hereto, is hereby approved and the Mayor and City Clerk are authorized to execute.

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

IL Route 47/ US Route 30
Waterpark Way to Jericho Road
Kendall County
Contract No.: 62M71
Job No.: C-91-396-20
Agreement No.: JN-126-002
PPS No.:1-77727-2401

AGREEMENT

This agreement entered into this _____ day of _____, A.D., 2025, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the UNITED CITY OF YORKVILLE, of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE and the CITY, in order to facilitate the free flow of traffic and ensure safety to the motoring public, are desirous of improving the roadway pavement of Illinois Route 47/ US 30 from Waterpark Way to Jericho Road, hereinafter referred to as the IMPROVEMENT or the Project; and

WHEREAS, the STATE has agreed to act as the lead agency in performing the Phase II Engineering, plan preparation, and construction associated with the IMPROVEMENT; and

WHEREAS, the CITY has agreed to participate in and perform the DESIGN ENGINEERING for relocation of the water main associated with the IMPROVEMENT on mainline IL Route 47/US Route 30; and

WHEREAS, the Agreement is entered into under the authority of the Illinois Constitution and the Intergovernmental Cooperation Act of this State.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The CITY was heretofore requested by the STATE, and has agreed, to perform the necessary DESIGN ENGINEERING services for the Project and authorized its treasurer to accrue reimbursable design engineering costs beginning on 09/25/2023. The CITY has further agreed, however, not to invoice the STATE for any such costs until this Agreement has been fully executed.

2. In order to perform the DESIGN ENGINEERING services described above, CITY agrees to retain and pay for a licensed professional engineering firm to perform and implement whatever DESIGN ENGINEERING services that may be required for relocation of the water main associated with the IMPROVEMENT, subject to reimbursement by the STATE.

3. The STATE agrees to reimburse the CITY for 100% of all costs associated with the DESIGN ENGINEERING services for the water main relocation that was outside the existing right-of-way, and within areas being acquired for the IMPROVEMENT. The CITY's current cost participation for providing such services is estimated to be Eighty-Two Thousand Dollars ($82,000.00).

4. The STATE further agrees that, upon execution of this Agreement, and receipt of an invoice from the CITY listing the first and subsequent progress payments made to its consulting engineer, the STATE will pay the CITY 100% of all STATE approved costs as invoiced, which shall not exceed Eighty-Two Thousand Dollars ($82,000.00).

5. The construction costs for the physical relocation of the water main associated with the IMPROVEMENT, whether or not included in the DESIGN ENGINEERING services performed by CITY's consulting engineer, will be paid for by the STATE and will be included in the STATE contract 62M71.

6. Obligations of the STATE and the CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this DESIGN ENGINEERING undertaken by CITY.

7. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their respective successors and assigns and incorporates and supersedes all other prior or contemporaneous agreements, written or oral, between the parties on this subject.

   This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

UNITED CITY OF YORKVILLE

Attest:

_____ By: _____
CITY Clerk (Signature)

_____ By: _____
(Print) Print or Type
Title: _____

Date: _____ Date: _____

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

_____ By: Jack Elston, P.E. Date
Gia Biagi Engineer of Design & Environment
Secretary of Transportation

Job Number: C-91-396-20
Agreement No.: JN-126-002

TIN CERTIFICATION

The CITY certifies that:

1. The number shown on this form is the CITY's correct taxpayer identification number (or the CITY) is waiting for a number to be issued to them), and

2. The CITY is not subject to backup withholding because: (a)the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding , and

3. The CITY's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number: ____36-6006169___

Legal Status

___ Individual
___ Sole Proprietor
___ Partnership/Legal Corporation
___ Tax-exempt
___ Corporation providing or billing medical and/or health care services
___ Corporation NOT providing or billing medical and/or health care services
___ Other _____

_X_ Government
___ Nonresident Alien
___ Estate or Trust
___ Pharmacy (Non Corp.)
___ Pharmacy/Funeral home /Cemetery
___ Limited Liability Company (select applicable tax classification)
□ D= Disregarded entity
□ C= Corporation
□ P= Partnership

Resolution No. 2025-22

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE AND THE STATE OF ILLINOIS

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the *"City")* is a duly organized and validly existing municipality of the State of Illinois pursuant to the 1970 Illinois Constitution and the Illinois Municipal Code, as from time to time amended (the *"Municipal Code")* (65 ILCS 5/65-1-1-2, *et seq.);* and

WHEREAS, the State of Illinois, acting through its Department of Transportation (the "State"), has authority to improve and construct public highways and roadways throughout the state; and

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (collectively, the "Authority") authorize units of local government to contract or otherwise associate amongst themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the State is desirous of improving approximately 11,900 lineal feet of FAP Route 326, IL 47/US 30 from Waterpark Way to Jericho Road, identified as STATE Job No.: C-91-396-20, Contract Number 62M71, STATE Section No. 2020-198-W&T (the "Project"); and

WHEREAS, the City has requested that the State include in the Project along Bristol Bay Drive extension, combination lighting at IL 47 and Waterpark Way, watermain relocation and emergency vehicle pre-emption equipment; and

WHEREAS, the State has agreed to the City's request, and agrees to undertake the requested improvements, subject to terms and conditions as set forth in an Intergovernmental

Agreement by and between the State of Illinois, acting through its Department of Transportation, and the United City of Yorkville of the State of Illinois, attached hereto.

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

Section 1. The recitals set forth above are incorporated into this Resolution as if fully restated herein.

Section 2. That the *Intergovernmental Agreement by and between the State of Illinois, acting through its Department of Transportation, and the United City of Yorkville of the State of Illinois*, attached hereto and made a part hereof by reference, 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.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 11th day of February, A.D. 2025.

CITY CLERK

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

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

MAYOR

Attest:

CITY CLERK

FAP 326
IL 47/US 30 from Waterpark Way to Jericho Road
State Section: 2020-198-W&T
County: Kane and Kendall
Job No.: C-91-396-20
Contract No.: 62M71
Agreement No.: JN-125-013

AGREEMENT

This Agreement entered into this 1ST day of March, 2025 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and UNITED CITY OF YORKVILLE of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 11,900 lineal feet of FAP Route 326, IL 47/US 30 from Waterpark Way to Jericho Road, identified as STATE Job No.: C-91-396-20, Contract Number 62M71, STATE Section No. 2020-198-W&T as follows:

The general scope of work consists of pavement reconstruction with add lanes and culvert replacements along the IL 47/US 30 corridor. This includes replacing the existing reinforced concrete slab bridge with a double cell box culvert 14' x 11' box culvert that is 112'-5 ¾" in length along Baseline Road over Rob Roy Creek (SN 045-8306), traffic signal modernization, combination lighting, intersection lighting, a

proposed 10' shared use path and sidewalk improvements and all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY has requested that the STATE include in its contract roadway work along Bristol Bay Drive extension, combination lighting at IL 47 and Waterpark Way, watermain relocation and emergency vehicle pre-emption equipment, and

WHEREAS, the STATE has agreed to the CITY's request, and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.

2. The STATE agrees to pay for all right of way, construction, and engineering cost subject to partial reimbursement by the CITY, as hereinafter stipulated.

3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.

4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.

5. The CITY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.

6. The CITY further agrees that, upon award of the contract for this improvement, the CITY will pay to the STATE, in a lump sum from any funds allotted to the CITY, an amount equal to 33% of its obligation incurred under this AGREEMENT. On or before July 31, 2026, the CITY will pay its second installment to the STATE, in a lump sum from any funds allotted to the CITY, an amount equal to $33% of its obligation incurred under this AGREEMENT. Upon receipt of a final invoice the CITY will pay to the STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project, based upon final costs.

7. The CITY has adopted a resolution, will send a letter, or sign the Plan Approval page, which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.

8. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along IL 47/US 30 without the consent of the STATE.

9. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

10. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.

11. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).

12. The CITY agrees to obtain from the STATE an approved permit for any CITY owned utility relocated/adjusted as part of this improvement and shall abide by all conditions set forth therein.

13. Upon final field inspection of the improvement and so long as IL 47/US 30 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes, the left-turn lanes and right turn lanes, and

the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.

14. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE from Waterpark Way to the United City of Yorkville limits at Baseline Road as shown on Exhibit D attached hereto, including the proposed double cell box culvert 14' x 11' box culvert that is 112'-5 ¾" in length along Baseline Road over Rob Roy Creek (SN 045-8306) including the wingwalls, the Bristol Bay Drive roadway extension, the shared use path from Waterpark Way to Baseline Road, sidewalk, grass medians, combination highway lighting at the intersections of IL 47 at Waterpark Way and IL 47 at Galena Road, including furnishing the electrical energy thereof, new and existing sidewalks, crosswalk, and stop line markings, mowing the ditches and parkways beyond the curb and gutter adjacent to the traffic lanes, CITY owned utilities including watermain and including appurtenances thereto and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforedescribed responsibilities shall be that of the STATE.

15. The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction within the limits of the improvement, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of IL 47 as shown on Exhibit D attached

hereto. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the CITY unless there is an agreement specifying different responsibilities. The CITY agrees to inspect stopline markings, symbols, special pavement treatments, crosswalks and replace as necessary to ensure proper motorist and pedestrian guidance.

16. Upon acceptance by the STATE of the new traffic signal and lighting work included herein the financial responsibility for maintenance and energy charges for the operation of the traffic signal at the intersection(s) listed below shall be proportioned as follows:

Intersection	Maintenance	Energy
IL 47 at Galena Road		
STATE Share (District 3)	50%	50%
CITY Share	50%	50%
IL 47 at Waterpark Way		
STATE Share (District 3)	67%	67%
CITY Share	33%	33%
IL 47 at US 30/Baseline Road		
STATE Share (District 1)	100%	100%
CITY Share	0%	0%

And shall continue as outlined in the Traffic Signal Master Agreement executed between the STATE (District 3) and the CITY on January 24, 2022, and remains in full enforcement for IL 47 at Galena Road and IL 47 at Waterpark Way. It is mutually agreed that the actual traffic signal maintenance at IL 47 at US 30/Baseline Road will be performed by the STATE (District 1) either with its own forces or through an ongoing contractual agreement.

17. It is mutually agreed that the maintenance of the traffic signals, the EMERGENCY VEHICLE PRE-EMPTION system and highway lighting on combination poles shall be in accordance with the Traffic Signal Master Agreement executed between the STATE and the CITY on January 24, 2022, for the intersections of IL 47 at Galena Road and IL 47 at Waterpark Way.

18. For the traffic signal at IL 47 at US 30/Baseline Road, the STATE's Electrical Maintenance Contractor will inspect, make note, and keep inventory of the CITY Owned "EMERGENCY VEHICLE PRE-EMPTION" system to support the maintenance of the "EMERGENCY VEHICLE PRE-EMPTION" system. Inspection of the "EMERGENCY VEHICLE PRE-EMPTION" system shall include the phase selector, field wiring, optical detectors, and cabinet appurtenances. When repair is necessary, the STATE's electrical contractor shall notify the CITY that their "EMERGENCY VEHICLE PRE-EMPTION" system is in need of maintenance repairs. When approved by the CITY, maintenance of their "EMERGENCY VEHICLE PRE-EMPTION" system is then performed accordingly. The STATE's electrical contractor shall invoice the CITY directly for all maintenance costs of the "EMERGENCY VEHICLE PRE-EMPTION" system. The CITY may require end users of the emitters within its jurisdiction to enter into separate agreements with the STATE's electrical contractor to have the emergency vehicle emitters tested in accordance with the recommendation of the Manufacturer of such equipment.

19. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal included herein which requires modernization or reconstruction to said traffic signal then the CITY

agrees to be financially responsible for its proportionate share in accordance with STATE policy to modernize or reconstruct said installation and will be responsible for all costs to relocate or reconstruct the Emergency Preemption equipment in conjunction with the STATE's proposed improvement.

20. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6006169 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

United City of Yorkville

651 Prairie Pointe Drive

Yorkville, IL 60560

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SEE NEXT PAGE FOR SIGNATURES

Obligations of the STATE and the CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

UNITED CITY OF YORKVILLE

By: _____
(Signature)

Attest:

_____
Clerk

By: John Purcell
(Print or Type)

Title: Mayor

Date: February 14, 2025

(SEAL)

UNITED CITY OF YORKVILLE
Corporate
SEAL
KENDALL CO. IL

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: Trisha Thompson TMS
Trisha Thompson, P.E.
Region Two Engineer

Date: March 1, 2025

Job No.: C-91-396-20
Agreement No.: JN-125-013

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 326, IL 47/ US 30, State Section No: 2020-198-W&T, Contract No. 62M71, the CITY agrees to that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforedescribed proposed improvement.

Approved _____

Title Mayor

Date February 14, 2025

Exhibit B
FUNDING RESOLUTION

WHEREAS, the UNITED CITY OF YORKVILLE (CITY) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of IL 47/ US 30 from Waterpark Way to Jericho Road, known as Contract No. 62M71, STATE Section No.: 2020-198-W&T; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois that there is hereby appropriated the sum of One Hundred Eighty-Seven Thousand and Ninety-Five Dollars ($187,095) or so much thereof as may be necessary, from any money now or hereinafter allotted to the CITY, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the CITY will pay to the STATE in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and, upon completion of the project, will pay to said STATE the remainder of its obligation, based on final costs; and

BE IT FURTHER RESOLVED that the CITY agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS

(COUNTIES OF KANE AND KENDALL)

I, Jori Benland, CITY Clerk in and for the UNITED CITY of YORKVILLE, hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the CITY Board at a meeting on February 11, 2025 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this 14th day of February. 2025 A.D.

Jori Benland

CITY Clerk

UNITED CITY OF YORKVILLE Corporate SEAL KENDALL CO. IL

(SEAL)

EXHIBIT A
ESTIMATE OF COST Contract 62M71

Type of Work	FEDERAL		STATE		KENDALL COUNTY		KANE COUNTY		CITY OF YORKVILLE		TOTAL
	$	%	$	%	$	%	$	%	$	%	$
All roadway work excluding the following:	$28,779,360	80%	$7,194,840	20%							$35,974,200
P&C Engineering (15%)	$4,316,904	80%	$1,079,226	20%							$5,396,130
ROADWAY WORK											
Bristol Bay Extension									$109,500	100%	$109,500
P&C Engineering (15%)									$16,425	100%	$16,425
TRAFFIC SIGNALS											
IL 47 at Galena Road	$336,960	80%	$42,120	10%	$42,120	10%					$421,200
P&C Engineering (15%)	$50,544	80%	$6,318	10%	$6,318	10%					$63,180
Emergency Vehicle Pre-emption System Equipment									$6,400	100%	$6,400
P&C Engineering (15%)									$960	100%	$960
IL 47 at Jericho Road	$341,360	80%	$42,670	10%			$42,670	10%			$426,700
P&C Engineering (15%)	$51,204	80%	$6,401	10%			$6,401	10%			$64,005
IL 47 at Waterpark Way	$269,760	80%	$44,949	13.3%					$22,491	6.7%	$337,200
P&C Engineering (15%)	$40,464	80%	$6,742	13.3%					$3,374	6.7%	$50,580
Emergency Vehicle Pre-emption System Equipment									$6,400	100%	$6,400
P&C Engineering (15%)									$960	100%	$960
IL 47 at US30/Baseline Road	$386,640	80%	$96,660	20%							$483,300
P&C Engineering (15%)	$57,996	80%	$14,499	20%							$72,495
Emergency Vehicle Pre-emption System Equipment									$8,600	100%	$8,600
P&C Engineering (15%)									$1,290	100%	$1,290
STREET LIGHTING											
IL 47 at Galena Road - Combination Lighting					$11,800	100%					$11,800
P&C Engineering (15%)					$1,770	100%					$1,770
IL 47 at Waterpark Way - Combination Lighting									$7,300	100%	$7,300
P&C Engineering (15%)									$1,095	100%	$1,095
IL 47 at US 30/Baseline Road - Full Intersection Lighting	$353,920	80%	$88,480	20%							$442,400
P&C Engineering (15%)	$53,088	80%	$13,272	20%							$66,360
UTILITY ADJUSTMENTS											
Fire Hydrants to be Adjusted									$2,000	100%	$2,000
P&C Engineering (15%)									$300	100%	$300
Watermain			$1,084,000	100%							$1,084,000
P&C Engineering (15%)			$162,600	100%							$162,600
TOTAL	**$35,038,200**		**$9,882,777**		**$62,008**		**$49,071**		**$187,095**		**$ 45,219,150**

NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.

AGENCY:
UNITED CITY OF YORKVILLE (SIGNAL MODERNIZATION, E LEG)
UNITED CITY OF YORKVILLE (COMBINATION LIGHTING)
UNITED CITY OF YORKVILLE (EVP)

225+00

IL ROUTE 47

EX. IL ROUTE 47

ROB ROY CREEK

AGENCY: UNITED CITY OF YORKVILLE
5' SIDEWALK

102+75

WATERPARK WAY

AGENCY: UNITED CITY OF YORKVILLE
LANDSCAPED MEDIAN (TYP.)
SOUTH LIMIT TO GALENA ROAD

AGENCY:
UNITED CITY OF YORKVILLE
(WATER MAIN RELOCATION)
STA 250+00 TO STA 278+00
REIMBURSIBLE 100% IDOT COST

91+25

AGENCY: KENDALL COUNTY
PROPOSED SN 047-3180
BOX CULVERT

AGENCY:
UNITED CITY OF YORKVILLE (SIGNAL MODERNIZATION, E AND W LEGS)
UNITED CITY OF YORKVILLE (COMBINATION LIGHTING)
UNITED CITY OF YORKVILLE (EVP)

AGENCY: UNITED CITY OF YORKVILLE
LANDSCAPED MEDIAN (TYP.)
GALENA ROAD TO US 30/BASELINE ROAD

AGENCY:
UNITED CITY OF YORKVILLE
(WATER MAIN RELOCATION)
STA 250+00 TO STA 278+00
REIMBURSIBLE 100% IDOT COST

GALENA ROAD CULVERT GUARDRAIL MAINTENANCE

AGENCY: KENDALL COUNTY
STRONG POST GUARDRAIL AND
STEEL PLATE BEAM GUARDRAIL

GALENA ROAD

AGENCY: KENDALL COUNTY
STRONG POST GUARDRAIL AND
STEEL PLATE BEAM GUARDRAIL

STRONG POST GUARDRAIL ATTACHED TO CULVERT
(LIMIT OF KENDALL COUNTY MAINTENANCE)

AGENCY: IDOT
STEEL PLATE BEAM GUARDRAIL

IL ROUTE 47

AGENCY:
UNITED CITY OF YORKVILLE
SHARED-USE PATH
STA 234+64 TO 322+00

GALENA ROAD

108+90

BERTRAM DRIVE

101+25

103+40

BRISTOL BAY DRIVE

AGENCY: YORKVILLE
BRISTOL BAY DRIVE
EXTENSION

MATCH LINE
SEE BELOW

BASELINE ROAD

998+75

JERICHO ROAD

91+00

EX. IL ROUTE 47

MATCH LINE
SEE ABOVE

AGENCY:
UNITED CITY OF YORKVILLE
PROPOSED SN 045-8306
BOX CULVERT, GUARDRAIL
AND BARRIER WALL

AGENCY: IDOT
PROPOSED SN 045-9200
RETAINING WALL
FROM STA 322+48
TO STA 323+96

STAR LANE

AGENCY:
KANE COUNTY
(SIGNAL MODERNIZATION,
E AND W LEGS)
KANE COUNTY (EVP)

97+55

IL ROUTE 47 /
US ROUTE 30

349+00

62M71 | 62G40

AGENCY: SUGAR GROVE
SHARED-USE PATH
STA 348+53 TO 349+00

AGENCY:
UNITED CITY OF YORKVILLE
SHARED-USE PATH
STA 234+64 TO 322+00

AGENCY: UNITED CITY OF YORKVILLE
LANDSCAPED MEDIAN (TYP.)
GALENA ROAD TO US 30/BASELINE ROAD

UNITED CITY OF YORKVILLE

AGENCY: KANE COUNTY
SHARED-USE PATH
STA 322+00 TO 348+53

VILLAGE OF SUGAR GROVE
CORPORATE LIMITS STA 348+53

AGENCY: IDOT
PROPOSED
SN 045-8305
BOX CULVERT

ROB ROY CREEK

AGENCY:
UNITED CITY OF YORKVILLE
(SIGNAL MODERNIZATION, W LEG)
UNITED CITY OF YORKVILLE
(EVP)

108+55

US ROUTE 30

1026+86

LEGEND

- UNITED CITY OF YORKVILLE
- KENDALL COUNTY
- KANE COUNTY
- VILLAGE OF SUGAR GROVE
- SUGAR GROVE TOWNSHIP

IL ROUTE 47

32'

10' 12' 12' | 12' 12' 10'

TEMP EASE
EX ROW

PR ROW

4.0% 2.0% 4.0% 4.0% 2.0% 4.0%

1:4 1:3 1.5%

6 3 1 2 4 2 1 3 6 5

TYPICAL SHOULDER SECTION A-A

IL ROUTE 47

32'

12' 12' | 12' 12'

TEMP EASE
EX ROW

PR ROW

2.0% 4.0% 4.0% 2.0% 1.5%

1:4

6 2 1 2 4 2 1 2 5 6

TYPICAL CURB SECTION B-B

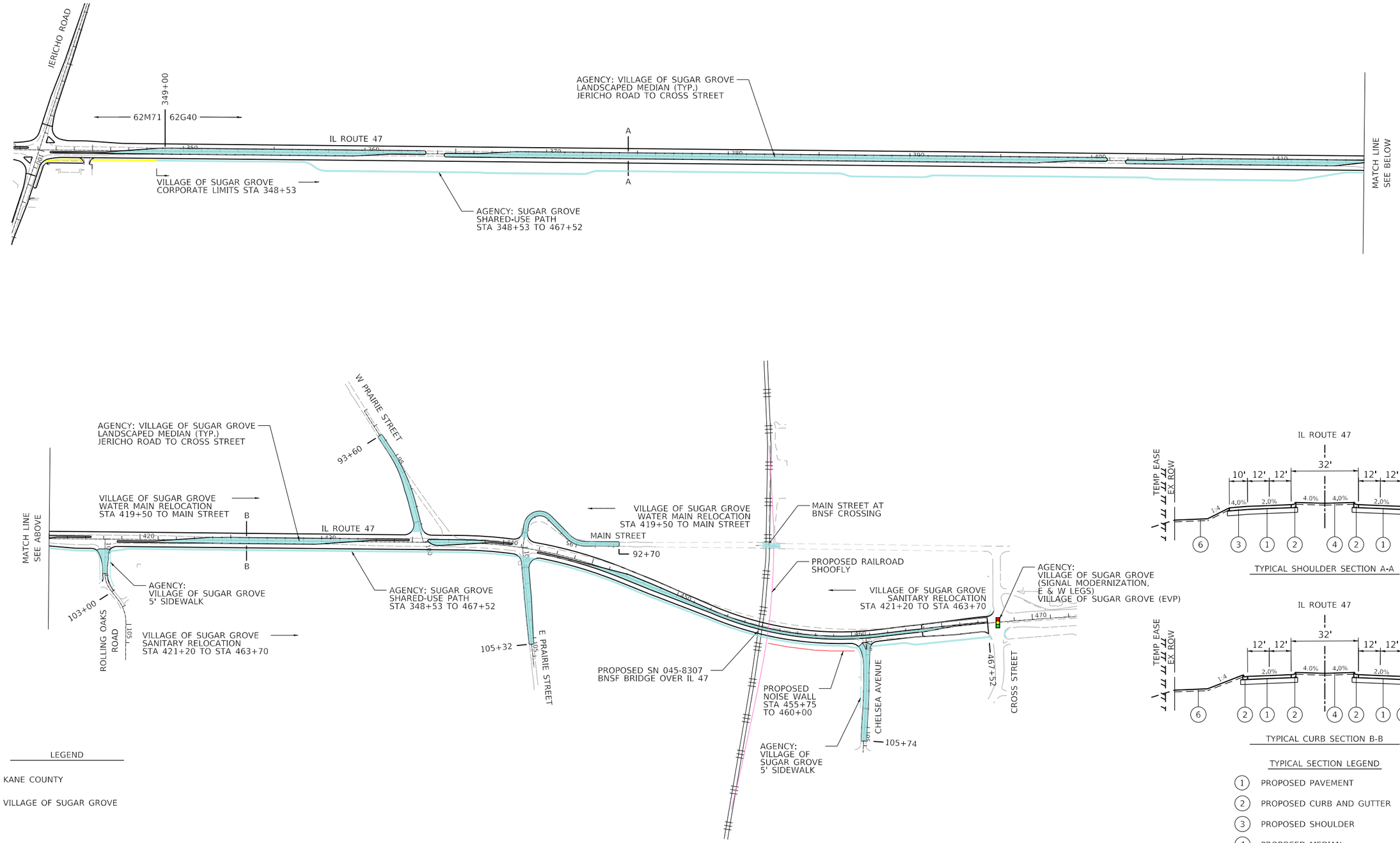
TYPICAL SECTION LEGEND

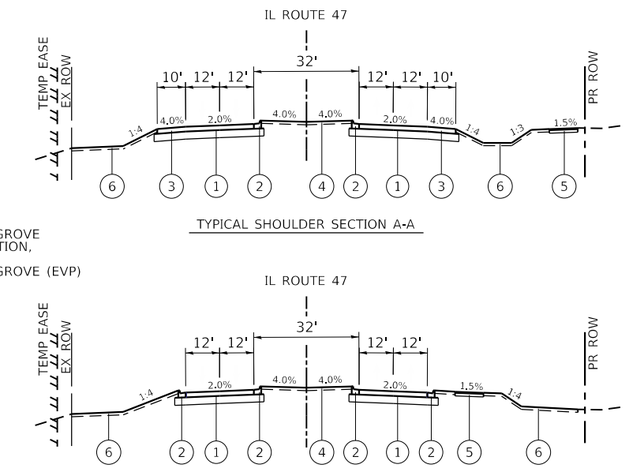
1. PROPOSED PAVEMENT
2. PROPOSED CURB AND GUTTER
3. PROPOSED SHOULDER
4. PROPOSED MEDIAN
5. PROPOSED SHARED-USE PATH
6. PROPOSED TOPSOIL AND SEEDING

Illinois Department of Transportation
District One, Region One

MAINTENANCE EXHIBIT
EXHIBIT D - 62M71: IL ROUTE 47 FROM WATERPARK WAY TO JERICHO ROAD

0 1200 2400 3600
SCALE IN FEET





Illinois Department of Transportation
District One, Region One

MAINTENANCE EXHIBIT

EXHIBIT D - 62G40: IL ROUTE 47 FROM JERICHO ROAD TO CROSS STREET

PAGE 2 OF 2

0 1200 2400 3600
SCALE IN FEET

Agreement for Professional Services
Route 47 Water Main Relocation – Water Park Way to Bertram Drive

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. Design engineering will be provided for approximately 2,600 linear feet of water main improvements (see Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of $81,414, of which direct expenses are estimated at $8,250. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: x United States Citizen ___ Resident Alien ___ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are

included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A: Standard Terms and Conditions
Attachment B: Scope of Services
Attachment C: Estimated Level of Effort and Associated Cost
Attachment D: Estimated Schedule
Attachment E: Location Map
Attachment F: 2023 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 United City of Yorkville:

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

For the Contractor:

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 16th day of January 2024.

United City of Yorkville:

John Purcell
Mayor

Jori Behland
City Clerk

Engineering Enterprises, Inc.:

Brad Sanderson, PE
Chief Operating Officer / President

Angie Smith
Executive Assistant

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of

profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rt 47 Water Main Relocation – Water Park Way to Bertram Drive
United City of Yorkville, IL
Professional Services Agreement - Design Engineering

Attachment B – Scope of Services

DESIGN ENGINEERING

2.1 Project Management and Administration

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the City and Other Regulatory Agencies (IEPA)

2.2 Project Meetings

- Project Kick-Off Meeting Between the City and EEI
- One (1) Design Progress Meeting Between the City and, EEI prior to Bidding
- One (1) Design Meeting Between the City, IDOT, and EEI prior to Bidding.

2.3 Topographic Survey

- Field Survey
- Drafting to Create Base File

2.4 Utility Coordination

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

2.5 Final Plans, Specifications and Estimates

- Preparation of 60%, 90%, and 100% Engineering Plans
- Preparation of 90% and 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.

2.6 Permits

- Prepare IEPA Documentation for CCDD Management of Soils
- Prepare IEPA Construction Permit Application and Acquire Permit

2.7 Bidding and Contracting

- Prepare Bidders List and Ad for Bid
- Submit Ad for Bid to the Local Paper and Post Bidding Documents on QuestCDN
- Address Bid Questions and Prepare Addenda
- Attend Bid Opening
- Prepare Bid Tab, Bid Summary, and Recommendation of Award
- Execute Contract Documents

The following scope of services will be provided by EEI's Subconsultant:
Rubino Engineering – Environmental Assessment

The above scope for "Rt 47 Water Main Relocation – Water Park Way to Bertram Drive" 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 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	PREPARED BY
United City of Yorkville	
PROJECT TITLE	KDW
Rt 47 Water Main Relocation - Water Park Way to Bertram Drive	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 2	PE	SPM	SPT 2	PT	SPT 2	SPT 1	ADMIN		HOURS	COST
		RATE	$239	$204	$192	$162	$227	$167	$135	$167	$156	$70			
PROJECT ADMINISTRATION															
2.1	Project Management and Administration		2	16	10	-	-	-	-	-	-	-		28	$ 5,662
2.2	Project Meetings		5	6	10	-	-	-	-	-	-	-		21	$ 4,339
2.3	Topographic Survey		-	-	-	-	15	12	12	-	-	-		39	$ 7,029
2.4	Utility Coordination		-	1	10	-	-	-	-	-	-	-		11	$ 2,124
2.5	Final Plans, Specifications, and Estimates		8	24	65	65	-	-	-	15	75	-		252	$ 44,023
2.6	Permits		-	4	20	-	-	-	-	-	-	-		24	$ 4,656
2.7	Bidding and Contracting		1	6	10	9	-	-	-	-	-	7		33	$ 5,331
	Insert Task Subtotal:		**16**	**57**	**125**	**74**	**15**	**12**	**12**	**15**	**75**	**7**	**-**	408	$ 73,164
	PROJECT TOTAL:		**16**	**57**	**125**	**74**	**15**	**12**	**12**	**15**	**75**	**7**	**-**	**408**	**73,164**

DIRECT EXPENSES		
Mileage =	$	-
Printing =	$	250
Material Testing =	$	-
Environmental Assessment =	$	8,000
DIRECT EXPENSES =	**$**	**8,250**

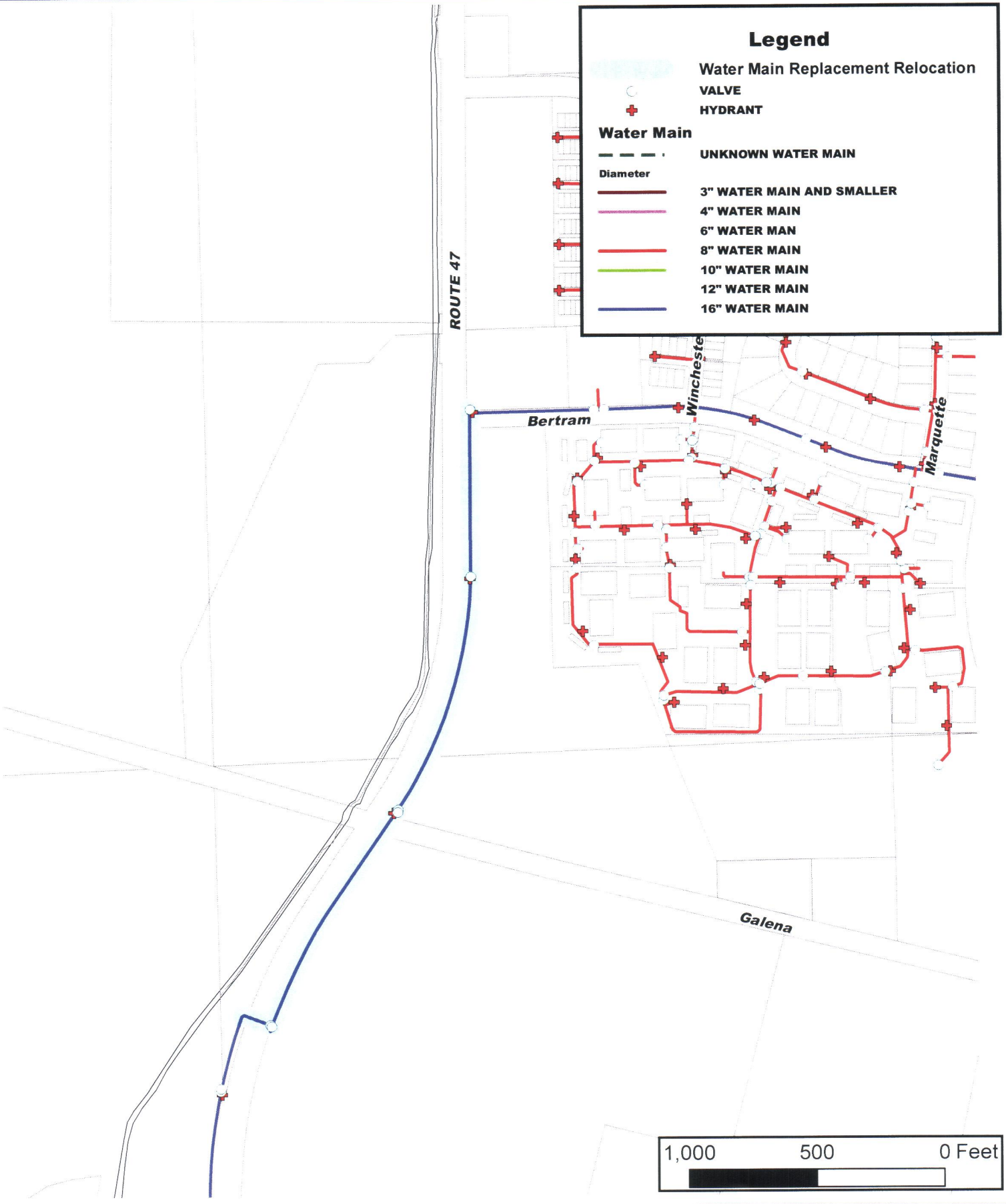
LABOR SUMMARY		
EEI Labor Expenses =	$	73,164
TOTAL LABOR EXPENSES	**$**	**73,164**

TOTAL COSTS	$	81,414

ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2343	
PROJECT TITLE	**DATE**	**PREPARED BY**
Rt 47 Water Main Relocation - Water Park Way to Bertram Drive	11/10/23	KDW

TASK NO.	TASK DESCRIPTION	2023							2024				
		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
PROJECT ADMINISTRATION													
2.1	Project Management and Administration												
2.2	Project Meetings												
2.3	Topographic Survey												
2.4	Utility Coordination												
2.5	Final Plans, Specifications, and Estimates												
2.6	Permits												
2.7	Bidding and Contracting												



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

DATE:	NOVEMBER 2023
PROJECT NO.:	YO1103
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2011\
FILE:	YO1103_2024 Water Main Contract 62M7.MXD

ROUTE 47 WATER MAIN RELOCATION LOCATION MAP

N

Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	$239.00
Principal	E-3	$234.00
Senior Project Manager	E-2	$227.00
Project Manager	E-1	$204.00
Senior Project Engineer/Surveyor II	P-6	$192.00
Senior Project Engineer/Surveyor I	P-5	$179.00
Project Engineer/Surveyor	P-4	$162.00
Senior Engineer/Surveyor	P-3	$149.00
Engineer/Surveyor	P-2	$135.00
Associate Engineer/Surveyor	P-1	$122.00
Senior Project Technician II	T-6	$167.00
Senior Project Technician I	T-5	$156.00
Project Technician	T-4	$146.00
Senior Technician	T-3	$135.00
Technician	T-2	$122.00
Associate Technician	T-1	$107.00
GIS Technician II	G-2	$119.00
GIS Technician I	G-1	$110.00
Engineering/Land Surveying Intern	I-1	$ 79.00
Executive Administrative Assistant	A-4	$ 75.00
Administrative Assistant	A-3	$ 70.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		$ 15.00
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%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		$ 216.00
Expert Testimony		$ 271.00

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

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

Agenda Item Number

Consent Agenda #6

Tracking Number

PW 2025-101

Agenda Item Summary Memo

Title: 2025 Water Main Replacement – Change Order No. 2

Meeting and Date: City Council – October 28, 2025

Synopsis: Consideration of Change Order No. 2

Council Action Previously Taken:

Date of Action: PW – 10/21/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-101

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

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

Agenda Item Notes:

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

Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Erin Willrett, Assistant City Administrator
Rob Fredrickson, Finance Director
Jori Contrino, City Clerk

Date: October 14, 2025
Subject: 2025 Water Main Replacement

The purpose of this memo is to present Change Order No. 2 for the above-referenced project.

A Change Order, as defined by the General Conditions of the Contract Documents, is a written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

Background:

The United City of Yorkville entered into an agreement with Winninger Excavating, Inc. for the construction of the 2025 Water Main Replacement project for a value of $4,775,774.55 for the above-referenced project. The current completion date is November 19, 2025.

Question Presented:

Should the City approve Change Order No. 2 which would adjust the completion date to June 30, 2026?

Discussion:

The 2025 Water Main Replacement project started later than originally expected due to the late loan execution by the IEPA.

Extending the completion date to the spring will allow for the paving to be completed in ideal weather conditions, resulting in a better finished product.

We are recommending approval of the change order.

Action Required:

Consideration of approval of Change Order No. 2 to extend the completion date to June 30, 2026.

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING A CHANGE ORDER EXTENDING COMPLETION DATE

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

WHEREAS, on February 25, 2025, the Mayor and City Council (the "*Corporate* Authorities") approved a contract with Winninger Excavating, Inc., 8845 Schoger Drive, Naperville, IL 60564 ("*Winninger*"), for the replacement of water mains pursuant to its Water Main Replacement Program (the "*Project*"); and

WHEREAS, it was agreed by Winninger that the Project would be completed by November 19, 2025; however, due to circumstances delaying the funding from the Illinois Environmental Protection Agency's State Revolving Fund, commencement of the construction of the Project was delayed and therefore Winninger is unable to complete the Project by the date and has requested the completion date be extended to June 30, 2026; and

WHEREAS, given that the delay was not within the control of Winninger, the Corporate Authorities have determined that approval of the change in the completion date should be approved as hereinafter provided.

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

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

Section 2. The Corporate Authorities hereby approve the extension of the completion date of the Water Main Replacement Project as stated in the agreement between the United City of Yorkville and Winninger Excavating, Inc. to June 30, 2026.

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

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

CITY CLERK

CHANGE ORDER

Order No. 2

Date: October 14, 2025

Agreement Date: July 7, 2025

NAME OF PROJECT: 2025 Water Main Improvements

OWNER: United City of Yorkville

CONTRACTOR: Winninger Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

The project completion date is extended 228 days to June 30, 2026.

Change of CONTRACT PRICE:

Original CONTRACT PRICE: $4,775,774.55

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): $4,775,774.55

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~) (decreased) by: $0.00

The new CONTRACT PRICE including this CHANGE ORDER will be: $4,775,774.55

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (~~decreased~~) by 228 calendar days.

The date for substantial completion for all work except restoration June 30, 2026

The date for completion for all work will be June 30, 2026

Justification

Due to a later than expected start caused by IEPA delays.

Approvals Required

Requested by: United City of Yorkville

Recommended by: Engineering Enterprises, Inc.

Accepted by: Winninger Excavating, Inc.

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

Agenda Item Number

Consent Agenda #7

Tracking Number

PW 2025-103

Agenda Item Summary Memo

Title: Caledonia Phase 3 – Acceptance

Meeting and Date: City Council – October 28, 2025

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: PW – 10/21/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-103

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

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

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Contrino, City Clerk

Date: October 9, 2025
Subject: Caledonia – Phase 3

The developer has requested that the City accept the public improvements for ownership and maintenance. All work related to the public improvements, including punch list work has been completed.

We recommend that the public improvements (water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements.

Original EOPC Value	$2,094,499.49
10% of Original EOPC	$209,449.95
Required Value (10% of Original)	**$209,449.95**

Resolution No. 2025-_____

AN RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDAL COUNTY, ILLINOIS ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS LOCATED WITHIN THE CALEDONIA PHASE 3 SUBDIVISION

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

WHEREAS, the City has the ability to acquire and hold real property for corporate purposes pursuant to 65 ILCS 5/2-3-8; and

WHEREAS, the water main, sanitary sewer, storm sewer, streets, sidewalks, lighting and parkway trees located within the Caledonia Phase 3 Subdivision (the "Public Improvements") have been completed by Lennar Corporation (the "Developer"); and

WHEREAS, the Developer has requested, and the City's engineer has recommended, that the City accept the Public Improvements, as described on the Bill of Sale, attached hereto as Exhibit A, for ownership and maintenance; and

WHEREAS, Developer shall be required to provide a performance guarantee bond to cover a one year maintenance period that shall commence upon the City's acceptance of the Public Improvements; and

WHEREAS, the Mayor and City Council of the City are of the opinion that it is in the best interests of the safety, health and welfare of the residents to accept ownership of the Public Improvements for public purposes and for the overall benefit of the residents.

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

Section 1. All of the Recitals set forth above are incorporated herein as if restated.

Section 2. That the City accepts the Public Improvements, as described on the attached *Exhibit A*, contingent on the Developer securing a performance guarantee bond in the amount of $209,449.95.

Section 3. This Resolution 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

BILL OF SALE

Seller, _____, in consideration of One and 00/100th Dollar ($1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Caledonia – Phase 3 and generally shown on Exhibit B.

Seller hereby represents and warrants to *Buyer* that *Seller* is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that *Seller* has full right, power, and authority to sell said property and to make this Bill of Sale.

IN WITNESS WHEREOF, *Seller* has signed and sealed this Bill of Sale at _____, this _____ day of _____, 20__.

_____
Signature of Seller
Name:_____
Title: _____

Subscribed and ***Sworn*** to
before me this _____ day
of _____, 20__.

_____
Notary Public

EXHIBIT A
CALEDONIA - PHASE 3
UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITIY
SANITARY SEWER CONSTRUCTION		
8" PVC SANITARY SEWER	FOOT	2,144
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	10
6" SANITARY SERVICE COMPLETE - FAR	EACH	35
6" SANITARY SERVICE COMPLETE - NEAR	EACH	22
CONNECTION TO EXISTING STUB	EACH	1
SELECT GRANULAR BACKFILL (CA-7)	FOOT	1,526
WATER MAIN CONSTRUCTION		
8" DUCTILE IRON WATER MAIN	FOOT	1,539
LONG SERVICE, W/BBOX	EACH	30
SHORT SERVICE, W/BBOX	EACH	27
8" VALVE & BOX	EACH	1
FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	5
SELECT GRANULAR BACKFILL (MAINLINE)	FOOT	2,058
CONNECTION TO EXISTING STUB	EACH	3
PRESSURE CONNECTION	EACH	1
STORM SEWER CONSTRUCTION		
24" INLET TYPE A W/ FRAME & GRATE	EACH	11
48" CATCH BASIN W/ FRAME & GRATE	EACH	13
60" CATCH BASIN W/ FRAME & GRATE	EACH	3
48" MANHOLE W/ FRAME AND LID	EACH	8
60" MANHOLE W/ FRAME AND LID	EACH	3
72" MANHOLE W/ FRAME AND LID	EACH	2
96" MANHOLE W/ FRAME AND LID	EACH	1
42" RCP FLARED END SECTION W/ GRATE	EACH	1
12" RCP	FOOT	1,066
15" RCP	FOOT	652
18" RCP	FOOT	836
21" RCP	FOOT	31
24" RCP	FOOT	46
27" RCP	FOOT	153
30" RCP	FOOT	73
36" RCP	FOOT	199
42" RCP	FOOT	197
SHORT SERVICES, SUMP PUMP CONNECTIONS	EACH	52
TRENCH BACKFILL, CA6	FOOT	719
SIDEWALK		
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ YD	4515
STREET LIGHTING		
STREET LIGHT 25' STANDARD, COMPLETE	EACH	12
MISCELLANEOUS		
LANDSCAPE PLANTINGS	LSUM	1
MISC. MATERIALS	LSUM	1

ROADWAY	UNIT	QUANTITY
CALEDONIA DRIVE	FOOT	838
ANDREW DRIVE	FOOT	844
JONATHAN DRIVE	FOOT	1,070
GABRIEL DRIVE	FOOT	464

EXHIBIT A
CALEDONIA - PHASE 3
UNITED CITY OF YORKVILLE

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

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

NO.	DATE	REVISIONS

DATE: SEPTEMBER 2025
PROJECT NO.: YO2222
PATH: H:/GIS/PUBLIC/YORKVILLE/2022/
FILE: H:\GIS\Public\Yorkville\2022\YO2222\YO2222_CALEDONIA SUB PHASE 3.aprx

CALEDONIA PHASE 3
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

LOCATION MAP

NORTH

GASB
CALEDONIA - PHASE 3
UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITIY	UNIT PRICE	COST
SANITARY SEWER CONSTRUCTION				
8" PVC SANITARY SEWER	FOOT	2,144	$ 105.00	$ 225,120.00
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	10	$ 3,885.00	$ 38,850.00
6" SANITARY SERVICE COMPLETE - FAR	EACH	35	$ 4,042.00	$ 141,470.00
6" SANITARY SERVICE COMPLETE - NEAR	EACH	22	$ 1,000.00	$ 22,000.00
CONNECTION TO EXISTING STUB	EACH	1	$ 2,500.00	$ 2,500.00
SELECT GRANULAR BACKFILL (CA-7)	FOOT	1,526	$ 37.00	$ 56,462.00
WATER MAIN CONSTRUCTION				
8" DUCTILE IRON WATER MAIN	FOOT	1,539	$ 85.00	$ 130,815.00
LONG SERVICE, W/BBOX	EACH	30	$ 3,000.00	$ 90,000.00
SHORT SERVICE, W/BBOX	EACH	27	$ 2,000.00	$ 54,000.00
8" VALVE & BOX	EACH	1	$ 5,100.00	$ 5,100.00
FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	5	$ 7,400.00	$ 37,000.00
SELECT GRANULAR BACKFILL (MAINLINE)	FOOT	2,058	$ 37.00	$ 76,146.00
CONNECTION TO EXISTING STUB	EACH	3	$ 2,000.00	$ 6,000.00
PRESSURE CONNECTION	EACH	1	$ 5,250.00	$ 5,250.00
STORM SEWER CONSTRUCTION				
24" INLET TYPE A W/ FRAME & GRATE	EACH	11	$ 1,325.00	$ 14,575.00
48" CATCH BASIN W/ FRAME & GRATE	EACH	13	$ 2,750.00	$ 35,750.00
60" CATCH BASIN W/ FRAME & GRATE	EACH	3	$ 3,780.00	$ 11,340.00
48" MANHOLE W/ FRAME AND LID	EACH	8	$ 2,950.00	$ 23,600.00
60" MANHOLE W/ FRAME AND LID	EACH	3	$ 3,885.00	$ 11,655.00
72" MANHOLE W/ FRAME AND LID	EACH	2	$ 7,350.00	$ 14,700.00
96" MANHOLE W/ FRAME AND LID	EACH	1	$ 10,185.00	$ 10,185.00
42" RCP FLARED END SECTION W/ GRATE	EACH	1	$ 4,200.00	$ 4,200.00
12" RCP	FOOT	1,066	$ 40.00	$ 42,640.00
15" RCP	FOOT	652	$ 45.00	$ 29,340.00
18" RCP	FOOT	836	$ 50.00	$ 41,800.00
21" RCP	FOOT	31	$ 55.00	$ 1,705.00
24" RCP	FOOT	46	$ 67.00	$ 3,082.00
27" RCP	FOOT	153	$ 73.00	$ 11,169.00
30" RCP	FOOT	73	$ 80.00	$ 5,840.00
36" RCP	FOOT	199	$ 100.00	$ 19,900.00
42" RCP	FOOT	197	$ 120.00	$ 23,640.00
SHORT SERVICES, SUMP PUMP CONNECTIONS	EACH	52	$ 1,575.00	$ 81,900.00
TRENCH BACKFILL, CA6	FOOT	719	$ 37.00	$ 26,603.00
SIDEWALK				
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ YD	4515	$ 8.40	$ 37,926.00
STREET LIGHTING				
STREET LIGHT 25' STANDARD, COMPLETE INCLUDING WIRE & TRENCHING, ETC	EACH	12	$ 10,000.00	$ 120,000.00
MISCELLANEOUS				
LANDSCAPE PLANTINGS	LSUM	1	$ 57,375.00	$ 57,375.00
MISC. MATERIALS	LSUM	1	$ 37,260.00	$ 37,260.00
			TOTAL COST	$ 1,556,898.00

GASB
CALEDONIA - PHASE 3
UNITED CITY OF YORKVILLE

ROADWAY	UNIT	QUANTITY	UNIT PRICE	COST
CALEDONIA DRIVE	FOOT	838	$ 155.74	$ 130,509.81
ANDREW DRIVE	FOOT	844	$ 155.74	$ 131,444.25
JONATHAN DRIVE	FOOT	1,070	$ 155.74	$ 166,641.41
GABRIEL DRIVE	FOOT	464	$ 155.74	$ 72,263.19
	TOTAL	3,216	**TOTAL COST**	$ 500,858.66

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

Agenda Item Number

Consent Agenda #8

Tracking Number

PW 2025-104

Agenda Item Summary Memo

Title: Grande Reserve Unit 12 – Performance Guarantee Release

Meeting and Date: City Council – October 28, 2025

Synopsis: Release of Guarantee

Council Action Previously Taken:

Date of Action: PW – 10/21/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-104

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

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

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Contrino, City Clerk

Date: October 9, 2025
Subject: Grande Reserve Unit 12

The developer has completed the remaining punch list items from the one-year warranty period. We are now recommending a full release of their remaining performance guarantee bond. The value of the guarantee to be released is $49,309.00.

The public improvements were accepted on January 17, 2024.

Please let us know if you have any questions.

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING THE RELEASE OF A PERFORMANCE GUARANTEE BOND RELATED TO GRANDE RESERVE UNIT 12

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, Grande Reserve (Chicago) ASLI VI, L.L.L.P., an Illinois limited liability limited partnership ("Developer") submitted a Performance Guarantee Bond in the amount of $49,309.00 to the City, related to the development of Grande Reserve Unit 12 (the "Project"); and

WHEREAS, the Developer has completed the Project and all punch-list items from the Project's one year warranty period; and

WHEREAS, City staff and engineering consultants recommend the release of the Performance Guarantee Bond to the Developer.

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

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

Section 2. That the full Performance Guarantee Bond in the amount of $49,309.00 be released to Grande Reserve (Chicago) ASLI VI, L.L.L.P., as recommended by the City's engineering consultants, Engineering Enterprises, Inc.

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

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

CITY CLERK

Galena Rd
Kennedy Rd
Mill Rd
Big Rock Blvd
Beresford Dr
Mill Rd
Shoeger Ct
Shoeger Dr
Tuscany Trl
Bailey Rd
Bissel Dr
Kennedy Rd
BNSF RR
Berrywood Ln
Lehman Crossing
Matlock Dr

600 300 0 600 Feet

Legend

Unit 12 Boundary

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

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

NO.	DATE	REVISIONS

DATE: DECEMBER 2023
PROJECT NO.: YO2034
PATH: H:/GIS/PUBLIC/YORKVILLE/2034/
FILE: H:\GIS\Public\Yorkville\2020\YO2034\YO2034_ Grande Reserve Unit 12.mxd

UNIT 12
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

GRANDE RESERVE LOCATION MAP

NORTH

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

Agenda Item Number

Consent Agenda #9

Tracking Number

PW 2025-105

Agenda Item Summary Memo

Title: Grande Reserve Unit 15 – Performance Guarantee Release

Meeting and Date: City Council – October 28, 2025

Synopsis: Release of Guarantee

Council Action Previously Taken:

Date of Action: PW – 10/21/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-105

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

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

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Contrino, City Clerk

Date: October 9, 2025
Subject: Grande Reserve Unit 15

The developer has completed the remaining punch list items from the one-year warranty period. We are now recommending a full release of their remaining performance guarantee bond. The value of the guarantee to be released is $97,889.00.

The public improvements were accepted on January 17, 2024.

Please let us know if you have any questions.

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING THE RELEASE OF A PERFORMANCE GUARANTEE BOND RELATED TO GRANDE RESERVE UNIT 15

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, Grande Reserve (Chicago) ASLI VI, L.L.L.P., an Illinois limited liability limited partnership ("Developer") submitted a Performance Guarantee Bond in the amount of $97,889.00 to the City, related to the development of Grande Reserve Unit 15 (the "Project"); and

WHEREAS, the Developer has completed the Project and all punch-list items from the Project's one year warranty period; and

WHEREAS, City staff and engineering consultants recommend the release of the Performance Guarantee Bond to the Developer.

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

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

Section 2. That the full Performance Guarantee Bond in the amount of $97,889.00 be released to Grande Reserve (Chicago) ASLI VI, L.L.L.P., as recommended by the City's engineering consultants, Engineering Enterprises, Inc.

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

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

_____

CITY CLERK

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

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

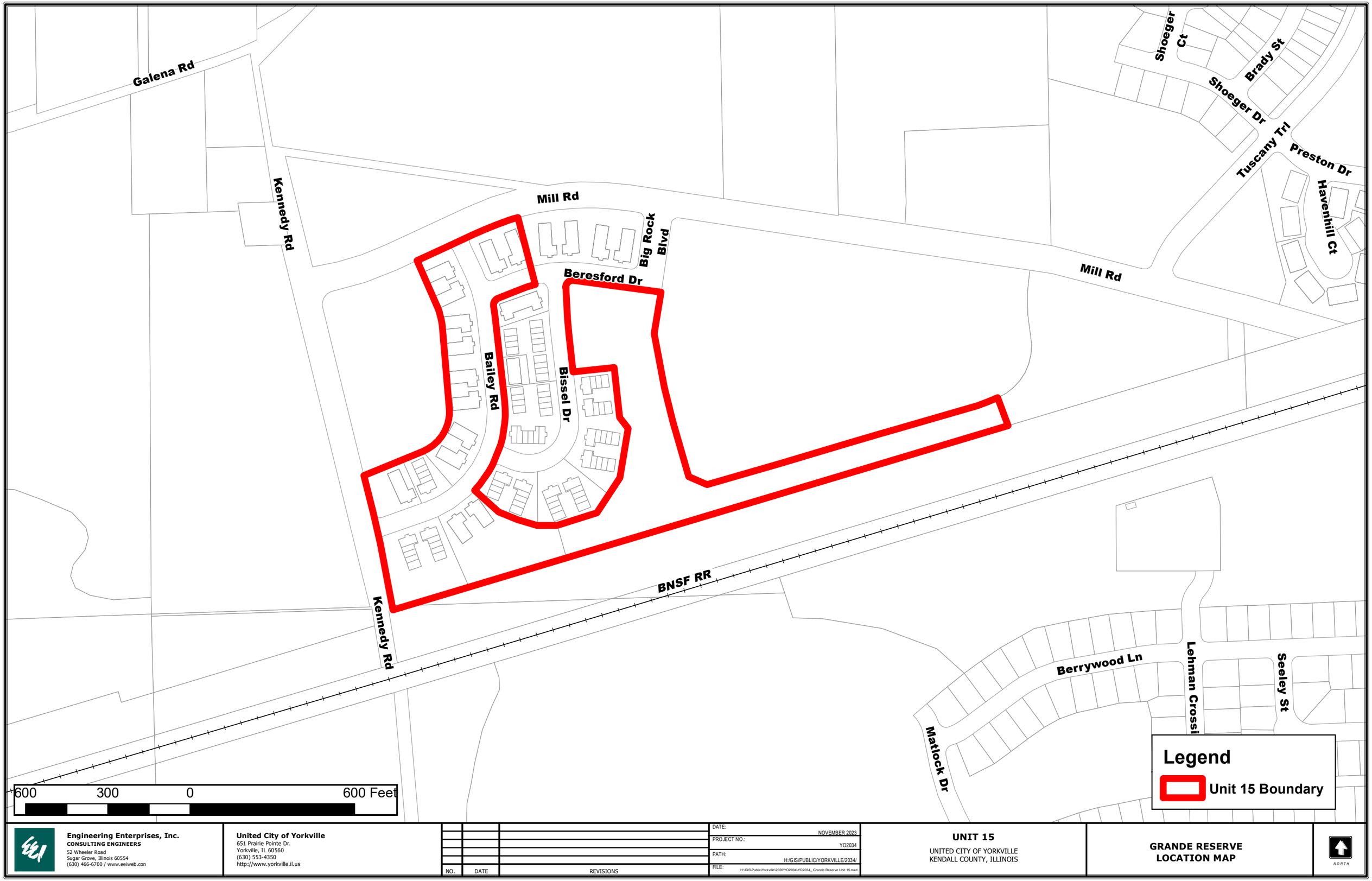
_____

MAYOR

Attest:

_____

CITY CLERK



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

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

NO.	DATE	REVISIONS

DATE: NOVEMBER 2023
PROJECT NO.: YO2034
PATH: H:/GIS/PUBLIC/YORKVILLE/2034/
FILE: H:\GIS\Public\Yorkville\2020\YO2034\YO2034_ Grande Reserve Unit 15.mxd

UNIT 15
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

GRANDE RESERVE LOCATION MAP

NORTH

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

Agenda Item Number

Consent Agenda #10

Tracking Number

PW 2025-106

Agenda Item Summary Memo

Title: Grande Reserve Unit 22 – Performance Guarantee Release

Meeting and Date: City Council – October 28, 2025

Synopsis: Release of Guarantee

Council Action Previously Taken:

Date of Action: PW – 10/21/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-106

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

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

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Contrino, City Clerk

Date: October 9, 2025
Subject: Grande Reserve Unit 22

The developer has completed the remaining punch list items from the one-year warranty period. We are now recommending a full release of their remaining performance guarantee bond. The value of the guarantee to be released is $37,038.00.

The public improvements were accepted on January 17, 2024.

Please let us know if you have any questions.

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING THE RELEASE OF A PERFORMANCE GUARANTEE BOND RELATED TO GRANDE RESERVE UNIT 22

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, Grande Reserve (Chicago) ASLI VI, L.L.L.P., an Illinois limited liability limited partnership ("Developer") submitted a Performance Guarantee Bond in the amount of $37,038.00 to the City, related to the development of Grande Reserve Unit 12 (the "Project"); and

WHEREAS, the Developer has completed the Project and all punch-list items from the Project's one year warranty period; and

WHEREAS, City staff and engineering consultants recommend the release of the Performance Guarantee Bond to the Developer.

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

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

Section 2. That the full Performance Guarantee Bond in the amount of $37,038.00 be released to Grande Reserve (Chicago) ASLI VI, L.L.L.P., as recommended by the City's engineering consultants, Engineering Enterprises, Inc.

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

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

_____

CITY CLERK

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

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

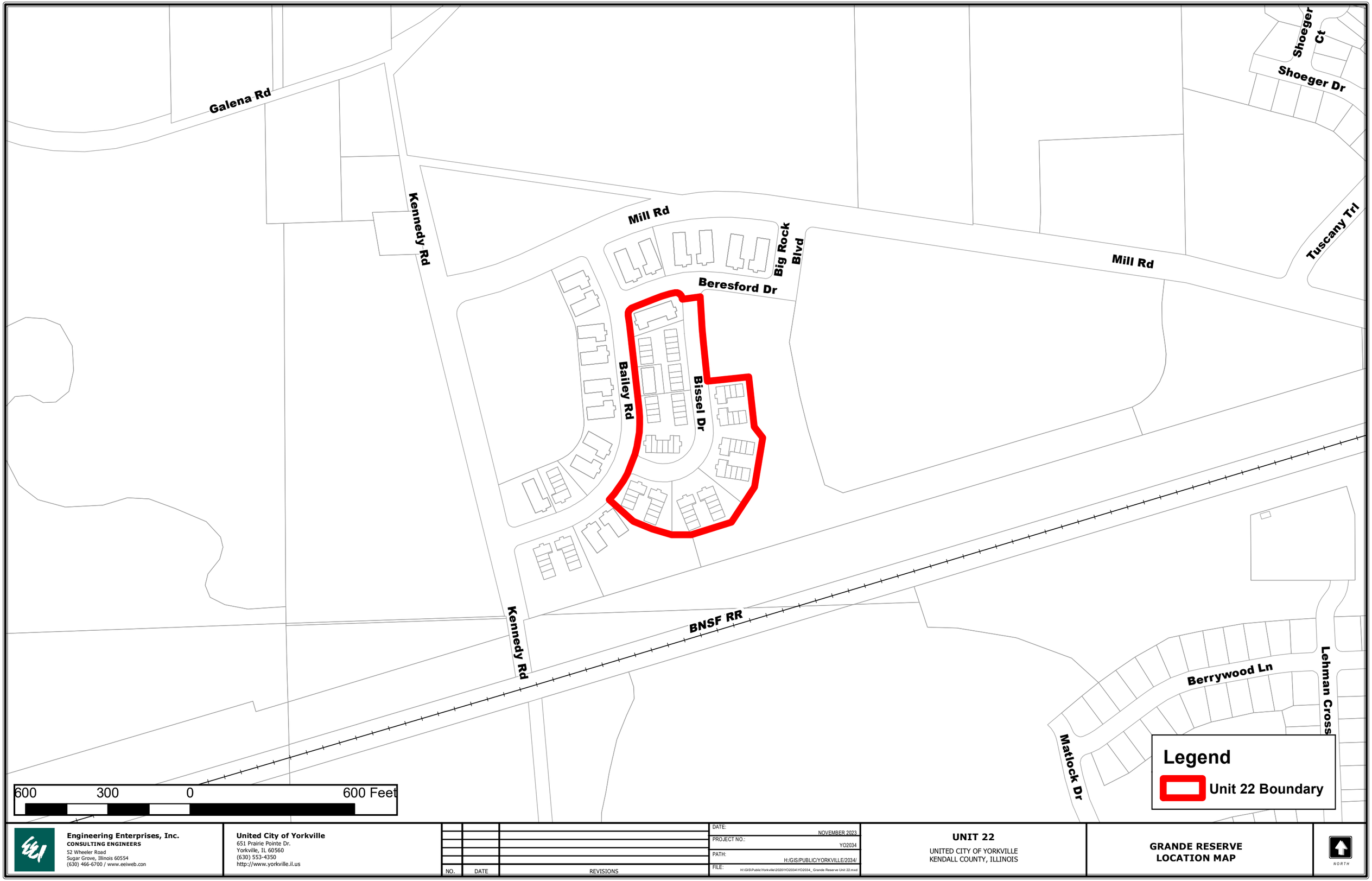
_____

MAYOR

Attest:

_____

CITY CLERK



Engineering Enterprises, Inc.
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(630) 466-6700 / www.eeiweb.con

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

NO.	DATE	REVISIONS

DATE: NOVEMBER 2023
PROJECT NO.: YO2034
PATH: H:/GIS/PUBLIC/YORKVILLE/2034/
FILE: H:\GIS\Public\Yorkville\2020\YO2034\YO2034_ Grande Reserve Unit 22.mxd

UNIT 22
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

GRANDE RESERVE LOCATION MAP

NORTH

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

Agenda Item Number

Consent Agenda #11

Tracking Number

PW 2025-107

Agenda Item Summary Memo

Title: Grande Reserve – Unit 28 Plat of Easement Grant

Meeting and Date: City Council – October 28, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 10/21/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-107

Type of Vote Required: Approval

Council Action Requested: Consideration of Approval

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

Agenda Item Notes:

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Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Jori Behland, City Clerk
Rob Fredrickson, Finance Director

Date: October 15, 2025
Subject: Grande Reserve - Unit 28 Plat of Easement

The developer is proceeding with the construction of Unit 28 within the City. As part of the development, there are easements to be dedicated to the City for public utilities. Please refer to the attached documents.

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

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

Ordinance No. 2025-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AUTHORIZING THE ACQUISITION OF EASEMENTS FOR THE INSTALLATION OF UTILITIES AT THE GRANDE RESERVE 28 SUBDIVISION

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, G R Yorkville Apartments, LLC, an Illinois limited liability company ("*Developer*") plans to construct a residential development at Grande Reserve 28, wherein utility infrastructure will need to be installed; and

WHEREAS, Developer desires to grant certain easements, as illustrated on the Plat of Easement attached hereto as *Exhibit A*, to the City for the purpose of installing utility infrastructure.

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

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

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

A. Permanent Utility Easements dated _____, 2025, and depicted on a Plat of Easement Grant, attached hereto as *Exhibit A*, from G R Yorkville Apartments, LLC, as Grantor, said easements being located on the parcels identified by PIN No. 02-11-300-033, for the installation, operation, maintenance, repair, replacement, and servicing of all water lines and supply systems, valves, boxes and hydrants, sanitary sewer and storm sewer drainage systems and all attendant facilities and/or appurtenances thereto; and

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

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

PLAT OF EASEMENT GRANT

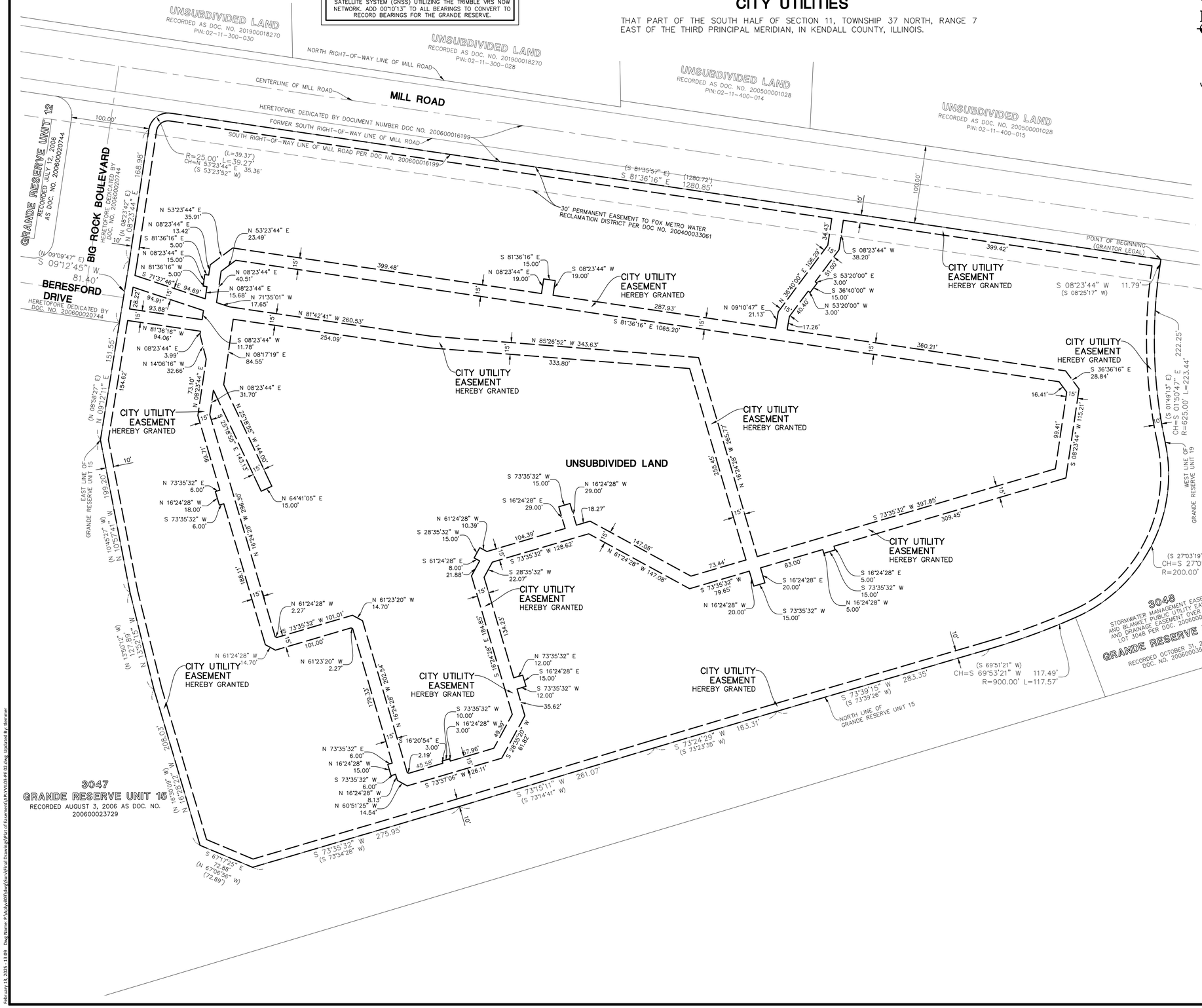
FOR

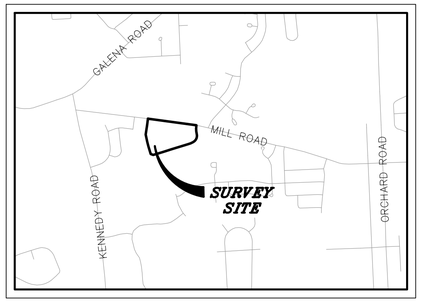
CITY UTILITIES

THAT PART OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), AS ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING THE TRIMBLE VRS NOW NETWORK. ADD 00°10'13" TO ALL BEARINGS TO CONVERT TO RECORD BEARINGS FOR THE GRANDE RESERVE.





LOCATION MAP

NOT TO SCALE

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

SHEET INDEX

SHEET 1	PROPOSED EASEMENTS AND EXISTING BOUNDARY
SHEET 2	PROVISIONS, CERTIFICATES, LEGAL DESCRIPTIONS, SURVEYOR'S NOTES

DATE	REVISIONS	DRAWN BY
07/24/25	REVISED PER COMMENT LETTER	TGL
06/06/25	REVISED PER WATERMAIN REVISIONS	TGL
05/29/25	REVISED PER WATERMAIN REVISIONS	TGL

Manhard CONSULTING
700 Springer Drive, Lombard, IL 60148 ph.630.691.8500 fx. 630.691.8585 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners

UNSUBDIVIDED (02-11-300-033)

YORKVILLE, ILLINOIS

PLAT OF EASEMENT GRANT

PROJ. MGR.: MGS
PROJ. ASSOC.: MGS
DRAWN BY: TGL
DATE: 04/03/25
SCALE: 1"=60'

SHEET 1 OF 2

APLVLIL03

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February 13, 2025 - 13:09 Dwg Name: P:\Aplvl\033\dwg\Surv\Final Drawings\Plat of Easement\APLVL033-PE 02.dwg Updated By: tlemmer

PLAT OF EASEMENT GRANT

FOR

CITY UTILITIES

THAT PART OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

GRANTOR'S LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

BEGINNING AT THE MOST NORTHWEST CORNER OF LOT 3048 IN GRANDE RESERVE UNIT 19, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 2006 AS DOCUMENT NUMBER 200600035288 SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF MILL ROAD AS DEDICATED BY DOCUMENT NUMBER 200600016199; THENCE SOUTH 08 DEGREES 25 MINUTES 17 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT, 11.79 FEET, TO A POINT OF CURVATURE; THENCE SOUTHERLY, 223.44 FEET, ALONG SAID WEST LINE, BEING A CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE EAST, HAVING A RADIUS OF 625.00 FEET, A CHORD BEARING SOUTH 01 DEGREES 49 MINUTES 13 SECONDS EAST, AND A CHORD DISTANCE OF 222.25 FEET, TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 273.09 FEET, ALONG SAID WEST LINE, BEING A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING SOUTH 27 DEGREES 03 MINUTES 19 SECONDS WEST, AND A CHORD DISTANCE OF 252.36 FEET, TO THE MOST EASTERLY NORTHEAST CORNER OF LOT 3047 GRANDE RESERVE UNIT 15, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NUMBER 200600023729; THENCE ALONG THE NORTHERLY AND WESTERLY LINE OF SAID LOT FOR THE FOLLOWING 10 COURSES; 1) THENCE WESTERLY, 117.23 FEET (117.57 FEET RECORD), ALONG A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 900.00 FEET, A CHORD BEARING SOUTH 69 DEGREES 51 MINUTES 21 SECONDS WEST, AND A CHORD DISTANCE OF 117.15 FEET, TO A 1 INCH PIPE AND A POINT OF TANGENCY; 2) THENCE SOUTH 73 DEGREES 39 MINUTES 26 SECONDS WEST, 283.33 FEET (283.35 FEET RECORD), TO A 1 INCH PIPE; 3) THENCE SOUTH 73 DEGREES 23 MINUTES 35 SECONDS WEST, 163.17 FEET (163.31 FEET RECORD), TO A 1 INCH PIPE; 4) THENCE SOUTH 73 DEGREES 14 MINUTES 41 SECONDS WEST, 261.39 FEET (261.07 FEET RECORD), TO A 1 INCH PIPE; 5.) THENCE SOUTH 73 DEGREES 34 MINUTES 28 SECONDS WEST, 275.92 FEET (275.95 FEET RECORD), TO A 1 INCH PIPE; 6) THENCE NORTH 67 DEGREES 06 MINUTES 56 SECONDS WEST, 72.89 FEET, TO A 1 INCH IRON PIPE; 7) NORTH 16 DEGREES 30 MINUTES 09 SECONDS WEST, 207.89 FEET (208.03 FEET RECORD), TO A 1 INCH PIPE; 8) THENCE NORTH 13 DEGREES 50 MINUTES 12 SECONDS WEST, 127.89 FEET, TO A 1 INCH IRON PIPE; 9) THENCE NORTH 10 DEGREES 45 MINUTES 27 SECONDS WEST, 199.20 FEET; 10) THENCE NORTH 08 DEGREES 58 MINUTES 27 SECONDS EAST, 151.55 FEET, TO A 1 INCH IRON PIPE AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT, SAID CORNER BEING ON THE SOUTH RIGHT-OF-WAY LINE OF BERESFORD DRIVE AS DEDICATED BY DOCUMENT NUMBER 200600020744; THENCE NORTH 09 DEGREES 09 MINUTES 47 SECONDS EAST, ALONG THE EAST LINE OF GRANDE RESERVE UNIT 12, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 2006 AS DOCUMENT NUMBER 200600020744, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SAID BERESFORD DRIVE, 81.25 FEET (81.40 FEET RECORD), TO A 1 INCH IRON PIPE WITH CAP; THENCE NORTH 08 DEGREES 23 MINUTES 42 SECONDS EAST, ALONG SAID EAST LINE, 169.02 FEET (168.98 FEET RECORD), TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 39.27 FEET, ALONG SAID EAST LINE AND A CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING NORTH 53 DEGREES 23 MINUTES 52 SECONDS EAST, AND A CHORD DISTANCE OF 35.36 FEET, TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF MILL AND POINT OF TANGENCY; THENCE SOUTH 81 DEGREES 35 MINUTES 57 SECONDS EAST, ALONG SAID SOUTH LINE, 1,280.72 FEET, TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

CITY UTILITY EASEMENTS

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "CITY UTILITY EASEMENT OR C.U.E." SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER, SANITARY SEWER OR STORM DRAINAGE SYSTEMS OF THE UNITED CITY OF YORKVILLE, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PUROSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON. EXCEPT THAT THE EASEMENTS MAY BE GRADED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

SURVEYOR'S NOTES

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.

2. COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

3. THIS PLAT IS SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD HAVE NOT BEEN SHOWN.

4. THIS PLAT WAS PREPARED FOR G R YORKVILLE APARTMENTS LLC. BOUNDARY AND EXISTING EASEMENTS HAVE BEEN SHOWN HEREON BASED ON ALTA SURVEY COMPLETED BY MANHARD CONSULTING DATED MARCH 25, 2022.

5. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184003350, EXPIRES APRIL 30, 2025.

OWNERSHIP CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT _____, A_____ CORPORATION, IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED HEREON AND DOES HEREBY CONSENT TO THE EASEMENT DEPICTED HEREON AND THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

DATED AT _____, _____ THIS _____DAY OF _____, 20___.

G R YORKVILLE APARTMENTS, LLC
1807 W. DIEHL ROAD 105
NAPERVILLE, ILLINOIS 60563

BY: _____ _____
PRESIDENT SECRETARY

NOTARY PUBLIC

STATE OF _____)
) SS
COUNTY OF _____)

I,_____ , NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____, PERSONALLY KNOW TO ME TO BE THE PRESIDENT AND SECRETARY OF _____, AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____
NOTARY PUBLIC

KENDALL COUNTY RECORDER'S CERTIFICATE

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

THIS INSTRUMENT NO._____WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON

THIS_____DAY OF_____, 2025, AT _____'OCLOCK ___M.

BY: _____
KENDALL COUNTY RECORDER

MAYOR & CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE UNITED CITY OF YORKVILLE, ILLINOIS,

THIS ___ DAY OF_____, 2025.

_____
MAYOR

_____
CITY CLERK

CITY ENGINEER

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

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

DATED AT YORKVILLE, ILLINOIS THIS ___ DAY OF _____ 2025.

_____
CITY ENGINEER

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT WE, MANHARD CONSULTING LTD., HAVE SURVEYED AND PLATTED THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF GRANTING CERTAIN EASEMENTS AS SHOWN HEREON, AND THAT THE PLAT DRAWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, A.D., 202_.

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003855
EMAIL ADDRESS: MSCHMITT@MANHARD.COM
LICENSE EXPIRES: NOVEMBER 30, 2026

ERIC R. VESELY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3855
LINCOLNSHIRE, ILLINOIS

PIN'S

02-11-300-033

SUBMITTED BY/RETURN TO:

ABBY PROPERTIES
12347 WOODVIEW STREET
PLANO, IL. 60173

SURVEY PREPARED FOR

ABBY PROPERTIES
12347 WOODVIEW STREET
PLANO, IL. 60173

DATE	REVISIONS	DRAWN BY
07/24/25	REVISED PER COMMENT LETTER	TGL
06/06/25	REVISED PER WATERMAIN REVISIONS	TGL
05/29/25	REVISED PER WATERMAIN REVISIONS	TGL

Manhard CONSULTING
700 Springer Drive, Lombard, IL 60148 ph:630.691.8500 fx: 630.691.8585 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners

UNSUBDIVIDED (02-11-300-033)
YORKVILLE, ILLINOIS
PLAT OF EASEMENT GRANT

PROJ. MGR.: MGS
PROJ. ASSOC.: MGS
DRAWN BY: TGL
DATE: 04/03/25
SCALE: N.T.S.

SHEET 2 OF 2
APLVLIL03

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February 13, 2025 - 13:09 Dwg Name: P:\Aplyvl\03\dwg\Surv\Final Drawing\Plat of Easement\APLYVL103 PE 02.dwg Updated By: tlemmer

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

Agenda Item Number

Consent Agenda #12

Tracking Number

PW 2025-108

Agenda Item Summary Memo

Title: 2024 Water Main Replacement – Contracts A and B – WIFIA Change Orders

Meeting and Date: City Council – October 28, 2025

Synopsis: Change orders necessary to meet WIFIA requirements.

Council Action Previously Taken:

Date of Action: PW – 10/21/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-108

Type of Vote Required: Majority

Council Action Requested: Consideration of Change Orders

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

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Public Works Committee
From: Rob Fredrickson, Finance Director
Date: October 16, 2025
Subject: 2024A/B Water Main Replacement – WIFIA Change Orders

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Summary

Approval of a series of change orders related to the 2024 Water Main Improvements – Contracts A and B. These changes are necessary to ensure the projects conform to the federal requirements associated with the City's pending Water Infrastructure Finance and Innovation Act (WIFIA) loan program.

Background

The 2024 Water Main Improvements are part of the City's broader water system renewal initiative, aimed at replacing aging infrastructure and improving reliability in preparation for the transition to Lake Michigan water. Contract A of the 2024 Water Main Replacement Program focused on the replacement of deteriorated water mains north of the Fox River, west of Route 47, and south of Route 34, including Center, West, Park, Spring, Colton, and River Streets. Contract B of the program concentrated on water main replacement within and around the Fox Industrial Park, encompassing Beaver, Deer, Badger and Wolf Streets. These areas were prioritized based on main age, leak history, and coordination with planned roadway resurfacing.

The projects were originally designed and competitively bid prior to the City's decision to incorporate them within the scope of the WIFIA loan program. Although construction has been fully completed, several contract amendments are now required to ensure compliance with WIFIA documentation standards and federal procurement requirements. These change orders do not modify the approved scope of work or alter the overall project cost but are necessary to align the completed project documentation with WIFIA funding, reporting and compliance standards.

A summary of change orders for the 2024 Water Main Replacement Program, for both Contract A and Contract B are summarized below:

- Contract A – Conley Excavating, Inc.
    - Change Order No. 1 – Construction Contract – Exhibit A
    - Change Order No. 1 – Design Engineering Agreement (EEI) – Exhibit B
    - Change Order No. 1 – Construction Engineering Agreement (EEI) – Exhibit C

- Contract B – Winninger Excavating, Inc.
    - Change Order No. 2 – Construction Contract – Exhibit D
    - Change Order No. 1 – Design Engineering Agreement (EEI) – Exhibit E
    - Change Order No. 1 – Construction Engineering Agreement (EEI) – Exhibit F

Each of the above change orders has been reviewed by City staff and EEI to confirm compliance with WIFIA requirements. As noted on the preceding page, no additional appropriations are needed and the projects remain within previously approved budget allocations.

By approving the proposed change orders, the City will secure access to federal funding that will assist in meeting Yorkville's financial obligations under the deposit schedule established by the DuPage Water Commission (DWC) for construction of the regional transmission main serving the WaterLink communities. Incorporating these project costs under the WIFIA loan program will help ensure the timely fulfillment of the City's financial commitments while supporting the continued progress of this critical regional water infrastructure initiative.

Recommendation

Staff recommends approval of the attached change orders for the 2024 Water Main Replacement Program.

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING CHANGE ORDERS

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

WHEREAS, the City has undertaken a water system renewal initiative in preparation for its transition to Lake Michigan water and in order to proceed with the renewal system it is necessary to replace all deteriorated water mains (the "*Water Main Replacement Program*") in the City; and

WHEREAS, it has been determined that the Water Main Replacement Program should in incorporated into its WIFIA loan program and therefore the City is required to make several submittals as hereinafter itemized (the "*Change Orders*") to comply with the requirements of the WIFIA loan program; and

WHEREAS, the City is prepared to submit the Change Orders for Contracts A and B as required because it has been determined to be in the best interest of the City to include all costs to be incurred in connection with its Watermain Replacement Program in the WIFIA loan program.

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

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

Section 2. The Corporate Authorities hereby approve and authorize the following Change Orders to be included in the application for the WIFIA loan program:

Contract A – Conley Excavating, Inc.

- Change Order No. 1 – Construction Contract – Exhibit A
- Change Order No. 1 – Design Engineering Agreement (EEI) – Exhibit B
- Change Order No. 1 – Construction Engineering Agreement (EEI) – Exhibit C

Contract B – Winninger Excavating, Inc.

- Change Order No. 2 – Construction Contract – Exhibit D
- Change Order No. 1 – Design Engineering Agreement (EEI) – Exhibit E
- Change Order No. 1 – Construction Engineering Agreement (EEI) – Exhibit F

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

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

CITY CLERK

Exhibit A

CHANGE ORDER

Order No. 1 (Davis-Bacon Rates)

Date: October 7, 2025

Agreement Date: April 23, 2024

NAME OF PROJECT: 2024 Water Main Improvements – Contract A

OWNER: United City of Yorkville

CONTRACTOR: Conley Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

The attached Davis-Bacon wage rates were included in the contract documents.

Change of CONTRACT PRICE:

Original CONTRACT PRICE: $2,312,286.15

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): $2,312,286.15

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~) (decreased) by: $0.00

The new CONTRACT PRICE including this CHANGE ORDER will be: $2,312,286.15

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by 0 calendar days.

The date for substantial completion for all work except restoration _____

The date for completion for all work will be _____

Justification

The intent is to meet the WIFIA funding requirements.

Approvals Required

Requested by: United City of Yorkville

Recommended by: Engineering Enterprises, Inc.

Accepted by: Conley Excavating, Inc.

Kendall County Prevailing Wage Rates posted on 12/7/2023

						Overtime										
Trade Title	**Rg**	**Type**	**C**	**Base**	**Foreman**	**M-F**	**Sa**	**Su**	**Hol**	**H/W**	**Pension**	**Vac**	**Trng**	**Other Ins**	**Add OT 1.5x owed**	**Add OT 2.0x owed**
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
CEMENT MASON	All	ALL		50.70	52.70	2.0	1.5	2.0	2.0	11.89	27.82	0.00	0.80	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	All	BLD		44.15	46.95	1.5	1.5	2.0	2.0	17.30	16.36	0.00	1.54	0.00	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		49.22	67.16	1.5	1.5	2.0	2.0	7.00	13.79	0.00	1.47	1.48	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		37.81	67.16	1.5	1.5	2.0	2.0	7.00	10.58	0.00	1.14	1.13	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		59.17	67.16	1.5	1.5	2.0	2.0	7.00	16.57	0.00	1.77	1.78	0.00	0.00
ELECTRIC PWR TRK DRV	All	ALL		39.19	67.16	1.5	1.5	2.0	2.0	7.00	10.98	0.00	1.17	1.18	0.00	0.00
ELECTRICIAN	All	BLD		53.32	57.57	1.5	1.5	2.0	2.0	18.05	19.93	0.00	1.87	0.00	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	N	ALL		51.00	56.10	2.0	2.0	2.0	2.0	13.81	28.79	0.00	1.00	0.00	0.00	0.00
IRON WORKER	S	ALL		49.00	53.90	2.0	2.0	2.0	2.0	13.81	29.18	0.00	1.00	0.00	0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00

Kendall County Prevailing Wage Rates posted on 12/7/2023

MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
PAINTER	All	ALL		51.55	53.55	1.5	1.5	1.5	2.0	17.98	7.15	0.00	1.55	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		48.75	51.68	1.5	1.5	2.0	2.0	17.33	20.33	0.00	1.15	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.25	54.25	1.5	1.5	2.0	2.0	11.83	16.14	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.25	56.96	1.5	1.5	2.0	2.0	13.60	19.43	0.00	1.59	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		56.70	59.45	1.5	1.5	2.0	2.0	14.45	18.70	0.00	0.75	0.00	0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	43.70	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	43.85	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00

Kendall County Prevailing Wage Rates posted on 12/7/2023

TRUCK DRIVER	All	ALL	3	44.05	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.25	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TUCKPOINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

Legend

Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations KENDALL COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Iron Workers North - Starting from the Will County and Kendall County border at Rt. 126 and County Line Road. Follow Rt. 126 West to Grove Road. Grove Road South to Caton Farm Road. Caton Farm Road West to Lisbon Road. Lisbon Road South to Route 52. Rt. 52 West to County Line Road at the LaSalle / Kendall County Line.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain. CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

Kendall County Prevailing Wage Rates posted on 12/7/2023

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welder.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard

Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEERS - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

Kendall County Prevailing Wage Rates posted on 12/7/2023

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work

performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

Engineering Enterprises, Inc.

Exhibit B

CHANGE ORDER

To: Bart Olson
City Administrator
United City of Yorkville
651 Prairie Pointe Drive

Change Order Number: 1
Change Order Date: 10/9/25

Project Name: 2024 Water Main Improvements - Contract A
Project Number: YO2314

Description of Work / Scope Change / Reason for Change

The 2024 Water Main Improvements projects were not originally intended to be funded by WIFIA. The attached documents are being included in the Design Engineering Agreement in order to meet WIFIA requirements. This change order does not affect the contract price for the project.

Authorized by:
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

By:_____

Date:_____

Authorized by Owner/Client/Agent:

By:_____

Date:_____

EPA

EPA Project Control Number

United States Environmental Protection Agency
Washington, D.C. 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Kyle Welte - Project Manager

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

10-7-25

Date

☐ I am unable to certify to the above statements. May explanation is attached.

ATTACHMENT G
IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES

Audit and Access to Records Clause:

A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.

D. The final audit report shall include the written comments, if any, of the audited parties.

E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees:
The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters:
Form EPA 5700-49 is signed and attached as part of Attachment F-2.

USEPA Nondiscrimination Clause:
The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause:
The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs”.

ATTACHMENT H
SUPPLEMENTAL USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES

ECONOMIC AND MISCELLANEOUS AUTHORITIES

DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the [Project]. Suspension and debarment information can be accessed at http://www.sam.gov. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

NEW RESTRICTIONS ON LOBBYING

Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over $100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

Engineering Enterprises, Inc.

Exhibit C

CHANGE ORDER

To: Bart Olson
City Administrator
United City of Yorkville
651 Prairie Pointe Drive

Change Order Number: 1
Change Order Date: 10/9/25

Project Name: 2024 Water Main Improvements - Contract A
Project Number: YO2314

Description of Work / Scope Change / Reason for Change

The 2024 Water Main Improvements projects were not originally intended to be funded by WIFIA. The attached documents are being included in the Construction Engineering Agreement in order to meet WIFIA requirements. This change order does not affect the contract price for the project.

Authorized by:
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

By:_____

Date:_____

Authorized by Owner/Client/Agent:

By:_____

Date:_____

EPA

EPA Project Control Number

United States Environmental Protection Agency
Washington, D.C. 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Kyle Welte - Project Manager

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

10-7-25

Date

☐ I am unable to certify to the above statements. May explanation is attached.

ATTACHMENT G
IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES

Audit and Access to Records Clause:

A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.

D. The final audit report shall include the written comments, if any, of the audited parties.

E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees:
The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters:
Form EPA 5700-49 is signed and attached as part of Attachment F-2.

USEPA Nondiscrimination Clause:
The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause:
The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs”.

ATTACHMENT H
SUPPLEMENTAL USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES

ECONOMIC AND MISCELLANEOUS AUTHORITIES

DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the [Project]. Suspension and debarment information can be accessed at http://www.sam.gov. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

NEW RESTRICTIONS ON LOBBYING

Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over $100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

Exhibit D

CHANGE ORDER

Order No. 2 (Davis-Bacon Rates)

Date: October 7, 2025

Agreement Date: February 15, 2024

NAME OF PROJECT: 2024 Water Main Improvements – Contract B

OWNER: United City of Yorkville

CONTRACTOR: Winninger Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

The attached Davis-Bacon wage rates were included in the contract documents.

Change of CONTRACT PRICE:

Original CONTRACT PRICE: $2,719,454.25

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): $2,573,812.40

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~) (decreased) by: $0.00

The new CONTRACT PRICE including this CHANGE ORDER will be: $2,573,812.40

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by 0 calendar days.

The date for substantial completion for all work except restoration _____

The date for completion for all work will be _____

Justification

The intent is to meet the WIFIA funding requirements.

Approvals Required

Requested by: United City of Yorkville

Recommended by: Engineering Enterprises, Inc.

Accepted by: Winninger Excavating, Inc.

Kendall County Prevailing Wage Rates posted on 12/7/2023

						Overtime										
Trade Title	**Rg**	**Type**	**C**	**Base**	**Foreman**	**M-F**	**Sa**	**Su**	**Hol**	**H/W**	**Pension**	**Vac**	**Trng**	**Other Ins**	**Add OT 1.5x owed**	**Add OT 2.0x owed**
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
CEMENT MASON	All	ALL		50.70	52.70	2.0	1.5	2.0	2.0	11.89	27.82	0.00	0.80	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	All	BLD		44.15	46.95	1.5	1.5	2.0	2.0	17.30	16.36	0.00	1.54	0.00	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		49.22	67.16	1.5	1.5	2.0	2.0	7.00	13.79	0.00	1.47	1.48	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		37.81	67.16	1.5	1.5	2.0	2.0	7.00	10.58	0.00	1.14	1.13	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		59.17	67.16	1.5	1.5	2.0	2.0	7.00	16.57	0.00	1.77	1.78	0.00	0.00
ELECTRIC PWR TRK DRV	All	ALL		39.19	67.16	1.5	1.5	2.0	2.0	7.00	10.98	0.00	1.17	1.18	0.00	0.00
ELECTRICIAN	All	BLD		53.32	57.57	1.5	1.5	2.0	2.0	18.05	19.93	0.00	1.87	0.00	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	N	ALL		51.00	56.10	2.0	2.0	2.0	2.0	13.81	28.79	0.00	1.00	0.00	0.00	0.00
IRON WORKER	S	ALL		49.00	53.90	2.0	2.0	2.0	2.0	13.81	29.18	0.00	1.00	0.00	0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00

Kendall County Prevailing Wage Rates posted on 12/7/2023

MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
PAINTER	All	ALL		51.55	53.55	1.5	1.5	1.5	2.0	17.98	7.15	0.00	1.55	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		48.75	51.68	1.5	1.5	2.0	2.0	17.33	20.33	0.00	1.15	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.25	54.25	1.5	1.5	2.0	2.0	11.83	16.14	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.25	56.96	1.5	1.5	2.0	2.0	13.60	19.43	0.00	1.59	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		56.70	59.45	1.5	1.5	2.0	2.0	14.45	18.70	0.00	0.75	0.00	0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	43.70	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	43.85	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00

Kendall County Prevailing Wage Rates posted on 12/7/2023

TRUCK DRIVER	All	ALL	3	44.05	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.25	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TUCKPOINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

Legend

Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations KENDALL COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Iron Workers North - Starting from the Will County and Kendall County border at Rt. 126 and County Line Road. Follow Rt. 126 West to Grove Road. Grove Road South to Caton Farm Road. Caton Farm Road West to Lisbon Road. Lisbon Road South to Route 52. Rt. 52 West to County Line Road at the LaSalle / Kendall County Line.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain. CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

Kendall County Prevailing Wage Rates posted on 12/7/2023

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welder.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard

Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEERS - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

Kendall County Prevailing Wage Rates posted on 12/7/2023

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work

performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

Engineering Enterprises, Inc.

Exhibit E

CHANGE ORDER

To: Bart Olson
City Administrator
United City of Yorkville
651 Prairie Pointe Drive

Change Order Number: 1
Change Order Date: 10/9/25

Project Name: 2024 Water Main Improvements - Contract B
Project Number: YO2315

Description of Work / Scope Change / Reason for Change

The 2024 Water Main Improvements projects were not originally intended to be funded by WIFIA. The attached documents are being included in the Design Engineering Agreement in order to meet WIFIA requirements. This change order does not affect the contract price for the project.

Authorized by:
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

By:_____

Date:_____

Authorized by Owner/Client/Agent:

By:_____

Date:_____

EPA

EPA Project Control Number

United States Environmental Protection Agency
Washington, D.C. 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Kyle Welte - Project Manager

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

10-7-25

Date

☐ I am unable to certify to the above statements. May explanation is attached.

ATTACHMENT G
IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES

Audit and Access to Records Clause:

A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.

D. The final audit report shall include the written comments, if any, of the audited parties.

E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees:
The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters:
Form EPA 5700-49 is signed and attached as part of Attachment F-2.

USEPA Nondiscrimination Clause:
The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause:
The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs”.

ATTACHMENT H
SUPPLEMENTAL USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES

ECONOMIC AND MISCELLANEOUS AUTHORITIES

DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the [Project]. Suspension and debarment information can be accessed at http://www.sam.gov. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

NEW RESTRICTIONS ON LOBBYING

Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over $100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

Engineering Enterprises, Inc.

Exhibit F

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To: Bart Olson
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United City of Yorkville
651 Prairie Pointe Drive

Change Order Number: 1
Change Order Date: 10/9/25

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Project Number: YO2315

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

By:_____

Date:_____

Authorized by Owner/Client/Agent:

By:_____

Date:_____

EPA

EPA Project Control Number

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

Agenda Item Number

Consent Agenda #13

Tracking Number

PW 2025-111

Agenda Item Summary Memo

Title: Windett Ridge Road and Fairfax Way Traffic Control Study

Meeting and Date: City Council – October 28, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 10/21/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-111

Type of Vote Required: Majority

Council Action Requested: Approval

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

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir
Jori Contrino, City Clerk
James Jensen, Chief of Police
Date: September 18, 2025
Subject: Windett Ridge Road and Fairfax Way Traffic Control Study

As requested, we investigated the need for a multi-way STOP at Windett Ridge Road and Fairfax Way.

Our findings for this intersection were as follows:

- Both streets examined are designated as local roads.
- Fairfax Way has STOP signs on both approaches; Windett Ridge Road is uncontrolled.
- The neighborhood posted speed limit is 30 mph.
- No parking is permitted on the north side of Windett Ridge Road or on the west side of Fairfax Way.
- The United City of Yorkville Police Department reported one accident within the last 36 months, and two within the last five years at this intersection. Only one of the accidents was of a type susceptible to correction by the installation of all-way stop control.
    - The current edition of the MUTCD requires five or more reported crashes in a 12-month period, or six or more reported crashes in a 36-month period.
- Sight distance on the northbound approach of Fairfax Way, which is controlled by a STOP sign, is slightly restricted by a tree at the southeast corner of the intersection.
    - Northbound Fairfax Way vehicles turning onto or crossing Windett Ridge Road may not see westbound Windett Road traffic approaching the intersection.
- The observed bi-directional vehicle, bicycle, and pedestrian volume entering both intersections was less than that required for the 8-hour, multi-way stop warrant.

At this time, the sight distance for northbound vehicles on Fairfax Way, at Windett Ridge Road, is restricted by a tree at the southeast corner. If the tree cannot be trimmed or removed to provide adequate sight distance, a multi-way stop would be warranted.

The pages attached to this memorandum include an existing control exhibit, preliminary engineering study forms for a multi-way STOP, intersection traffic counts, intersection sight distance photos, the correspondence with the United City of Yorkville's Police Department regarding relevant crash data, and the 2021 study that was conducted at this intersection. Additionally attached is the methodology outlined in the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD) for traffic control devices.

Ordinance No. 2025-_____

**ORDINANCE OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS
AMENDING THE TRAFFIC SCHEDULE AND INDEX**

WHEREAS, the United City of Yorkville, Kendall County, Illinois, has designated certain intersections within the City as stop intersections and has identified the corner for placement of stop signs at such intersections; and,

WHEREAS, after extensive investigation and study of traffic patterns, it has been determined that additional intersections should be designated as stop intersections; and,

WHEREAS, the additional stop intersections, as hereinafter set forth, have been determined to be in conformance with the current Manual on Uniform Traffic Control Devices.

NOW THEREFORE BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the traffic schedule and index regarding stop-sign control is hereby amended by revising the following:

Section I. The Traffic Schedule and Index regarding Stop-Sign Control is hereby amended by adding the following as a Four-Way Stop Intersection:

1) Intersection of Windett Ridge Road and Fairfax Way

Section II. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

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

_____

CITY CLERK

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

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

_____

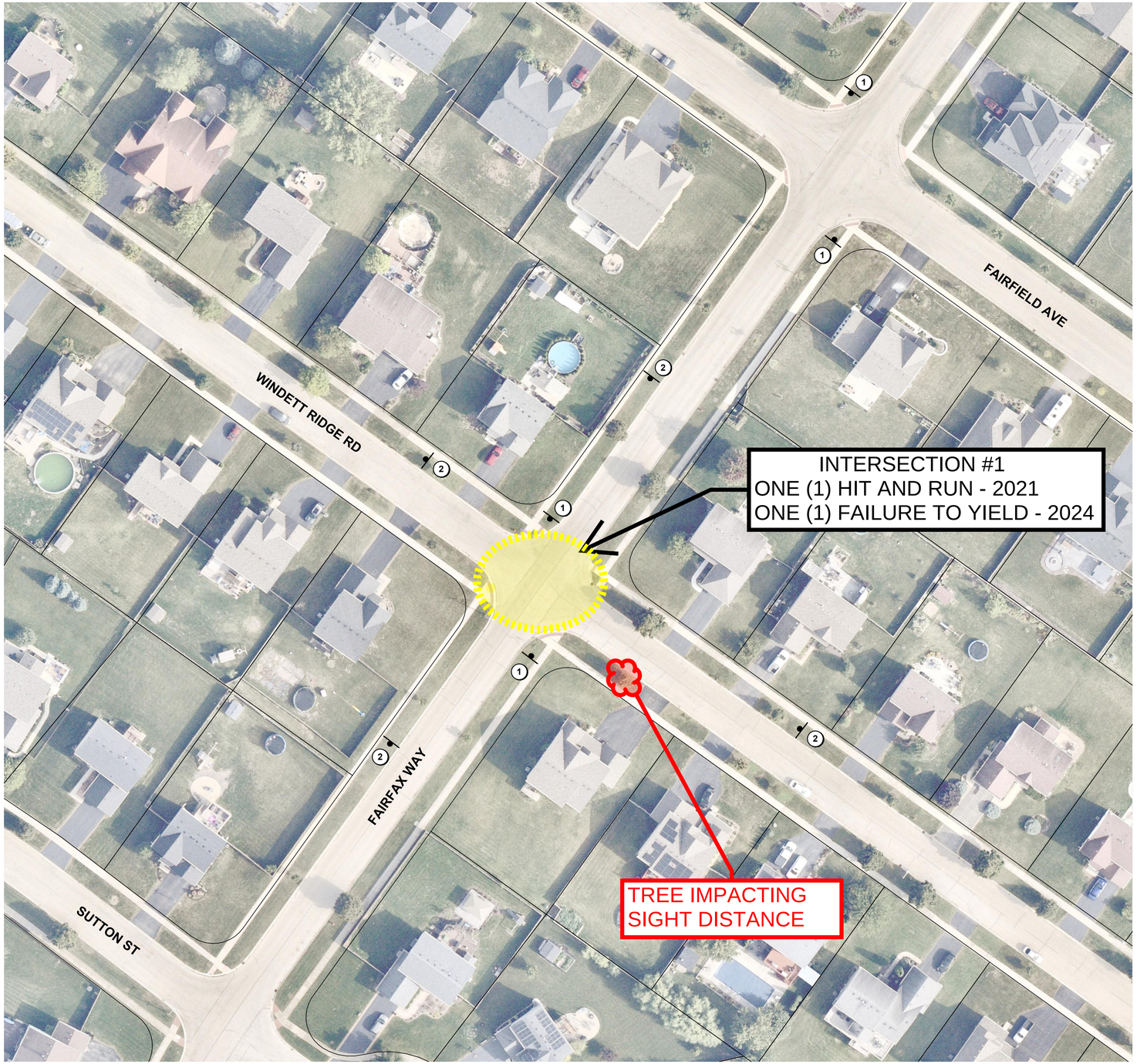
MAYOR

Attest:

_____

CITY CLERK

INTERSECTION EXHIBIT



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SCALE FEET

SYMBOL LEGEND

EXISTING SIGN

SIGN LEGEND

R1–1
(1)

R8–3a
(2)

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

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

0 1
Bar = 1" When printed FULL size. Adjust stated scales to print size.

NO.	DATE	REVISIONS

FAIRFAX WAY & WINDETT RIDGE ROAD TRAFFIC CONTROL STUDY

EXISTING TRAFFIC CONTROL

DATE: SEPTEMBER 2025
PROJECT NO: Y01107
FILE: Y01107–SIGN
SHEET 1 OF 1

Plotted: September 15, 2025 @ 9:21 AM By: Torraine Hill – Tab: 1

Path: R:\SURVEY\Y0_YORKVILLE\Y2011\Y01107\DWG EXHIBIT\DWG\Y01107–SIGN

INTERSECTION #1

WINDETT RIDGE ROAD AND FAIRFAX WAY

UNITED CITY OF YORKVILLE
MULTI-WAY STOP
PRELIMINARY ENGINEERING EVALUATION*

Location: Windett Ridge Road and Fairfax Way (#1)

Guidance: The type of traffic control used at an unsignalized intersection should be the least restrictive that provides appropriate levels of safety and efficiency for all road users.
Guidance: The decision to establish all-way stop control at an unsignalized intersection should be based on an engineering study.

Standard: YIELD or STOP signs shall not be used for speed control.
Standard: The satisfaction of an all-way stop control warrant or warrants shall not in itself require the installation of all-way stop control at an unsignalized intersection.

Criteria Met			**Criteria****
Yes	**Additional Study Required**	**No**	
			A. Crash Experience:
☐	☐	■	1. For a four-leg intersection, there are five or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
☐	☐	■	2. For a three-leg intersection, there are four or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
			B. Sight Distance:
☐	■	☐	1. An engineering study indicates that sight distance on the minor-road approaches controlled by a STOP sign is not adequate for a vehicle to turn onto or cross the major (uncontrolled) road. At such a location, the road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.
			C. Transition to Signal Control or Transition to Yield Control at a Circular Intersection:
☐	☐	■	1. At locations where all-way stop control is an interim measure that can be installed to control traffic while arrangements are being made for the installation of a traffic control signal at the intersection or for the installation of yield control at a circular intersection.
			D. 8-Hour Volume:
			(Any Major-Street Speed)
☐	☐	■	1. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street approaches is at least 300 units per hour for each of any 8 hours of a typical day; and
☐	☐	■	2. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street approaches is at least 200 units per hour for each of any of the same 8 hours.
			(85th Percentile Major-Street Speed > 40 mph)
☐	☐	■	1. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street approaches is at least 210 units per hour for each of any 8 hours of a typical day; and
☐	☐	■	2. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street approaches is at least 140 units per hour for each of any of the same 8 hours.
			E. Other Factors:
☐	☐	■	1. The need to control left-turn conflicts.
☐	☐	■	2. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where all-way stop control would improve traffic operational characteristics of the intersection.
☐	☐	■	3. Where pedestrian and/or bicyclist movements support the installation of all-way stop control.

Based on a preliminary review of the criteria for a multi-way STOP sign, the following action is recommended:

☐ Criteria are clearly met recommending installation of multi-way STOP signs.

☐ Criteria are not clearly met at this time - no further action recommended.

■ Criteria may or may not be met. Tree trimming is suggested to improve Sight Distance at the southeast corner.

By: Gabriel Braboy, P.E. Date: 9/15/2025

Senior Project Engineer I
Title

By: _____ Date: _____

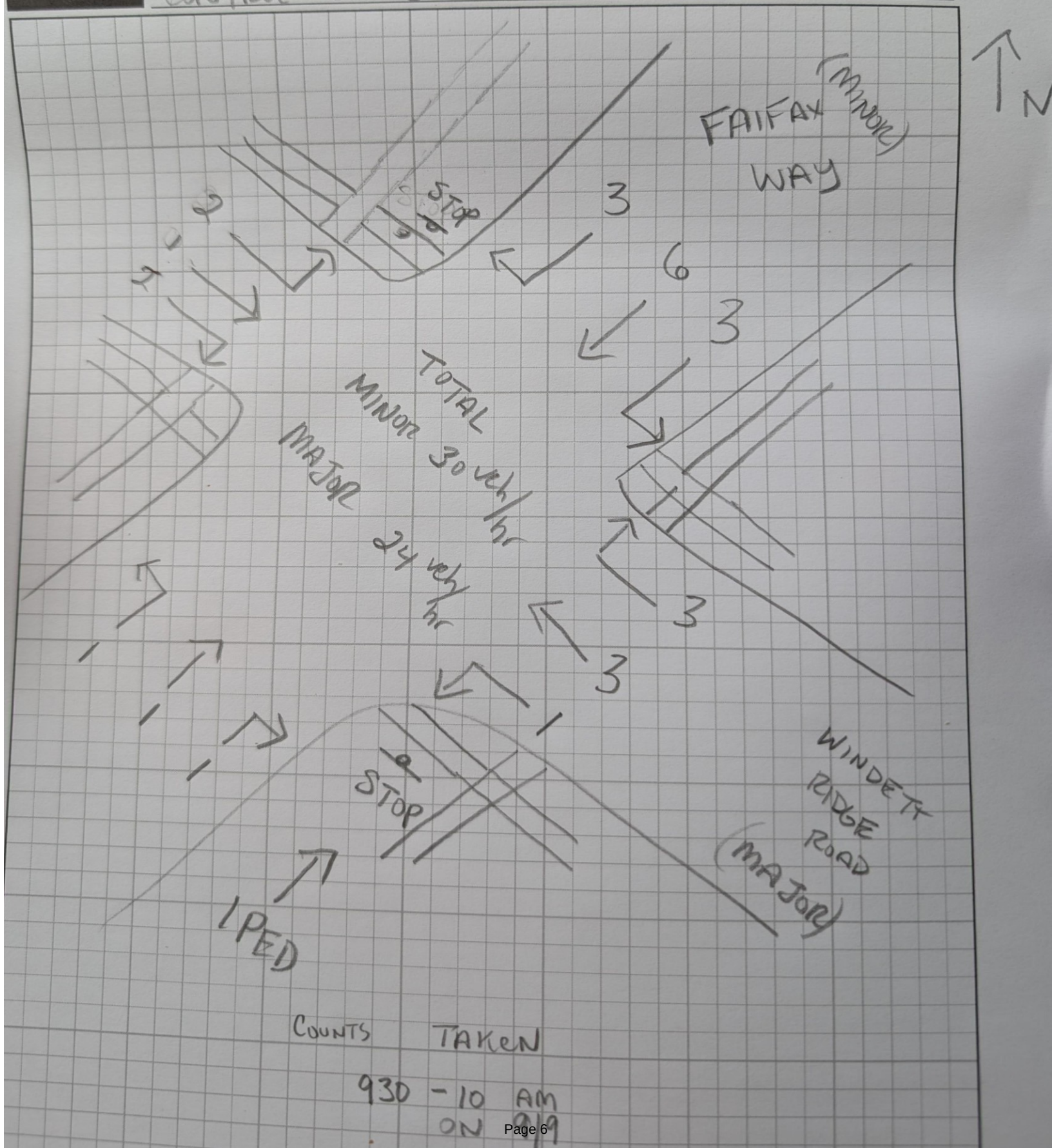
_____
Title

Updated 10/11/2024

* Based upon Professional Engineer's Review
** Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition Section 2B.12-2B.17

Engineering Enterprises, Inc.
52 Wheeler Road • Sugar Grove, Illinois 60554
TEL: (630) 466-6700
FAX: (630) 466-6701

PROJECT FAIFAX WAY + WINDETT RIDGE ROAD TRAFFIC CONTROL STUDY
PROJECT NUMBER 401107
SUBJECT
BY GAB DATE 9/9/25
PAGE 1 OF 1



COUNTS TAKEN

930 - 10 AM
ON 9/9

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
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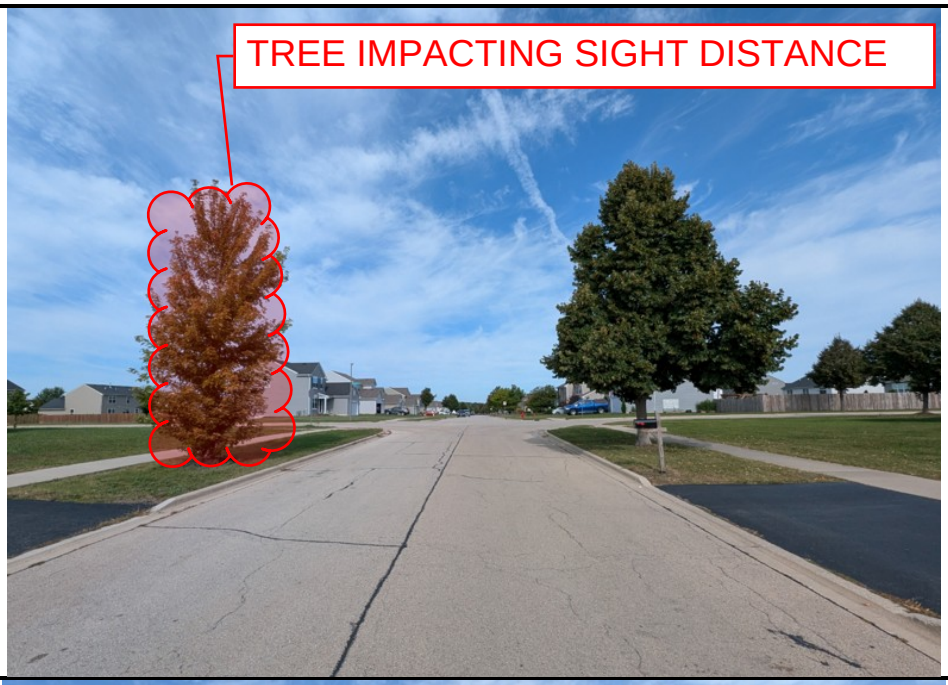	WINDETT RIDGE ROAD WESTBOUND APPROACH FACING WEST
	WINDETT RIDGE ROAD WESTBOUND APPROACH FACING NORTH

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	FAIRFAX WAY SOUTHBOUND APPROACH FACING SOUTH

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	FAIRFAX WAY SOUTHBOUND APPROACH FACING EAST
	FAIRFAX WAY SOUTHBOUND APPROACH FACING WEST

UNITED CITY OF YORKVILLE
CRASH REPORT CORRESPONDENCE

Gabe Braboy

From: Brad Sanderson
Sent: Tuesday, September 9, 2025 4:45 PM
To: Gabe Braboy
Subject: FW: Fairfax and Windett Ridge Intersection - Accident Data
Attachments: 21-0752_crash original.pdf; 24-2182_crash original.pdf

fyi

BRAD
Chief Operating Officer / President
D: 630.466.6720
C: 630.816.0957

From: James Jensen <JJensen@yorkville.il.us>
Sent: Tuesday, September 9, 2025 4:37 PM
To: Bart Olson <BOlson@yorkville.il.us>; Eric Dhuse <edhuse@yorkville.il.us>; Brad Sanderson <bsanderson@eeiweb.com>
Subject: FW: Fairfax and Windett Ridge Intersection - Accident Data

EXTERNAL SENDER: This email originated outside of EEI. Do not click links, open attachments, or respond if it appears to be suspicious.

Here is the crash data for Fairfax and Windett Ridge

Chief James Jensen
Yorkville Police Department
651 Prairie Pointe Drive
Yorkville, IL 60560
Office: 630-553-8509
JJensen@yorkville.il.us

Honesty & Integrity / Community Policing / Professionalism

From: Kendall Harris <kharris@yorkville.il.us>
Sent: Tuesday, September 9, 2025 4:22 PM
To: James Jensen <JJensen@yorkville.il.us>; Kirsten Balog <kbalog@yorkville.il.us>
Subject: RE: Fairfax and Windett Ridge Intersection - Accident Data

Hello,
There were only 2 reported crashes for that intersection from 2020 to 2025.
21-0752: Improper lane usage
24-2182: Failing to yield the right of way

Earlier today EEI requested the same intersection but for 2022 through 2025, so they were forwarded the information and crash report for 24-2182 only.

Let me know if you need anything else.

Thank you,
Kendall Harris

Records Clerk/FOIA Officer
Yorkville Police Dept.
651 Prairie Pointe Drive
Yorkville, IL 60560
630-553-4340

From: James Jensen <JJensen@yorkville.il.us>
Sent: Tuesday, September 9, 2025 3:24 PM
To: Kirsten Balog <kbalog@yorkville.il.us>; Kendall Harris <kharris@yorkville.il.us>
Subject: Fairfax and Windett Ridge Intersection - Accident Data

Good Afternoon,

Can one of you get me the following for the intersection of Fairfax and Windett Ridge

1. Years: 2020-2025
2. Crash Data: Please include ALL crashes
3. Cause: Please include the cause of the crash if available

Thanks

JJ

Chief James Jensen
Yorkville Police Department
651 Prairie Pointe Drive
Yorkville, IL 60560
Office: 630-553-8509
JJensen@yorkville.il.us

Honesty & Integrity / Community Policing / Professionalism

ILLINOIS TRAFFIC CRASH REPORT

Sheet 1 of 1 Sheets

IY003

* X003666815 *

DRAC U1	DRAC U2	TRFD	TRFC	WEAT	DRVA	DRVA U2	VIS U1	VIS U2	VEHD U1	VEHD U2	LGHT	COLL	MANV U1	MANV U2
1	1	2	4	3	2	1	1	1	1	1	1	15	1	1

INVESTIGATING AGENCY: Yorkville Police Department

DAMAGE TO ANY ONE PERSON'S VEHICLE / PROPERTY: ☐ $500 OR LESS ☐ $501 - $1,500 ☑ OVER $1,500

TYPE OF REPORT: ☑ ON SCENE ☐ NOT ON SCENE (DESK REPORT) ☐ AMENDED

☑ A No Injury / Drive Away ☐ B Injury and / or Tow Due to Crash

YR: 24 AGENCY CRASH REPORT NO.: 24-2182

TRFW: 14

ADDRESS NO.:

HIGHWAY OR STREET NAME: FAIRFAX WAY

☑ City ☐ Township: YORKVILLE

INTERSECTION RELATED ☑ Y ☐ N

DATE OF CRASH: 12/20/2024

TIME: 9:29 ☑ AM ☐ PM

SECONDARY CRASH ☐ YES ☑ NO

VEHT U1: 1

PRIVATE PROPERTY ☐ Y ☑ N

FLOW CONDITION ☐ SLOW ☐ STOPPED ☑ FREE FLOW

U2: 1

(CIRCLE) (CIR LE,) ☐ ..... FT / MI N S E W ☑ AT INTERSECTION WITH: WINDETT RIDGE RD (NAME OF INTERSECTION OR ROAD FEATURE)

COUNTY: KENDALL

HIT & RUN ☐ Y ☑ N

DOORING WITH PEDALCYCLIST? ☐ Y ☑ N

OF MOTOR VEHICLES INVLD: 2

LNS U1: 0

UNIT 1

☑ DRIVER ☐ PARKED ☐ DRIVERLESS ☐ PED ☐ PEDAL ☐ EQUES ☐ NMV ☐ NCV ☐ DV

NAME (LAST, FIRST, M): RODRIGUEZ, RUDY W

D.O.B.: [redacted]

MAKE: BMW MODEL: X6 YEAR: 2025

STREET ADDRESS: 2465 WILTON CT

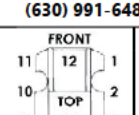
SEX: M SAFT: 2 AIR: 4

AUTOMATION SYSTEM ☐ Y ☑ NO ☐ UNK

LEVEL IN VEH.: 0 LEVEL ENGAGED AT CRASH: 0

CIRCLE NUMBER(S) FOR DAMAGED AREA(S): 00 - NONE; 13 - UNDER CARRIAGE; 14 - TOTAL (ALL); 15 - OTHER; 99 - UNKNOWN

POINT OF FIRST CONTACT: 11



TOWED DUE TO CRASH ☐ Y ☑ N

FIRE ☐ Y ☑ N

DISTRACTED ☐ Y ☑ N

* Distraction Value

COM VEH ☐ Y ☑ N

* IF YES SEE SIDEBAR

U2: 0

ALIGN U1: 1

CITY: YORKVILLE STATE: IL ZIP: 60560

INJ: O EJCT: 1 EPTH: 0

PLATE NO.: [redacted] STATE: IL YEAR: 2025

[redacted] [redacted]

STATE: IL CLASS: D CDL ID: 0

VIN: 5UX33EX01S9Y01556

INSURANCE CO.: ENSURANCE INSURANCE

EXPIRED ☐ Y ☑ N

U2: 1

RSUR: 3

EMS AGENCY:

PEDV: PPA: PPL:

VEHICLE OWNER (LAST, FIRST, M.I.): RODRIGUEZ, RUDY W

P[redacted]

HOSPITAL (TAKEN TO):

INCIDENT RESPONDER ☐ Y ☑ N IF "Y"

OWNER STREET, CITY, STATE, ZIP: 2465 WILTON CT YORKVILLE, IL 60560

PHONE NUMBER: (630) 991-6483

UNIT 2

☑ DRIVER ☐ PARKED ☐ DRIVERLESS ☐ PED ☐ PEDAL ☐ EQUES ☐ NMV ☐ NCV ☐ DV

NAME (LAST, FIRST, M): MIDDLETON, MEGAN

D.O.B.: [redacted] mo / day / yr

MAKE: KIA MODEL: TELLURIDE YEAR: 2022

STREET ADDRESS: 841 WINDETT RIDGE RD

SEX: F SAFT: 2 AIR: 4

AUTOMATION SYSTEM ☐ Y ☑ NO ☐ UNK

LEVEL IN VEH.: 0 LEVEL ENGAGED AT CRASH: 0

CIRCLE NUMBER(S) FOR DAMAGED AREA(S): 00 - NONE; 13 - UNDER CARRIAGE; 14 - TOTAL (ALL); 15 - OTHER; 99 - UNKNOWN

POINT OF FIRST CONTACT: 7

TOWED DUE TO CRASH ☐ Y ☑ N

FIRE ☐ Y ☑ N

DISTRACTED ☐ Y ☑ N

* Distraction Value

COM VEH ☐ Y ☑ N

* IF YES SEE SIDEBAR

U2: 2

SPDR U1: 0

CITY: YORKVILLE STATE: IL ZIP: 60560

INJ: O EJCT: 1 EPTH: 0

PLATE NO.: [redacted] STATE: IL YEAR: 2025

[redacted] [redacted]

STATE: IL CLASS: D CDL ID: 0

VIN: 5XYP3DHC5NG307189

INSURANCE CO.: State Farm

EXPIRED ☐ Y ☑ N

U2: 0

RDEF: 1

EMS AGENCY:

PEDV: PPA: PPL:

VEHICLE OWNER (LAST, FIRST, M.I.): MIDDLETON, MEGAN

[redacted]

HOSPITAL (TAKEN TO):

INCIDENT RESPONDER ☐ Y ☐ N IF "Y"

OWNER ADDRESS (STREET, CITY, STATE, ZIP): 841 WINDETT RIDGE RD YORKVILLE, IL 60560

PHONE NUMBER: (815) 295-3280

BAC U1: 996

(UNIT)	(SEAT)	(DOB)	(SEX)	(SAFT)	(AIR)	(INJ)	(EJCT)	(EPTH)	PASSENGERS & WITNESSES ONLY (NAME) / (ADDR) / (TEL)	(HOSP)	(EMS)
[redacted]											

U2: 996

OCCS U1: 1

U2: 3

	(EVNO)	(MOST)	(EVNT)	(LOC)
UNIT 1	1	☑	11	4
	2	☐		
	3	☐		
UNIT 2	1	☑	11	4
	2	☐		
	3	☐		

DAMAGED PROPERTY OWNER NAME:

DAMAGED PROPERTY:

PROPERTY OWNERS ADDRESS: STREET, CITY, STATE, ZIP:

PRIMARY: 02 SECONDARY: 23

☑ CITATIONS ISSUED ☐ PENDING — ARREST NAME: RODRIGUEZ, RUDY W — SECTION: 5/11-904 — CITATION NO.: 22798

☐ CITATIONS ISSUED ☐ PENDING — ARREST NAME: — SECTION: — CITATION NO.:

OFFICER ID.: 224 SIGNATURE: Peyton Heiser BEAT / DIST.: SUPERVISOR ID.: Chris Hayes, 206

POLICE NOTIFIED: 12/20/2024 TIME: 9:29 ☑ AM ☐ PM

EMS NOTIFIED: TIME: ☐ AM ☐ PM

EMS ARRIVED: TIME: ☐ AM ☐ PM

ROAD CLEARANCE: 12/20/2024 TIME: 9:58 ☑ AM ☐ PM

COURT DATE: 1/23/2025 TIME: 8:30 ☑ AM ☐ PM

Did crash occur in a Work Zone? ☐ Y ☑ N

If YES check one below: ☐ Construction ☐ Maintenance ☐ Utility ☐ Unknown work zone type

Workers present? ☐ Y ☑ N

DIRP U1: 1

U2: 7

SLMT U1: 30

U2: 30

X003666815

A **Diagram** and **Narrative** are required on all **Type B** crashes, **even if** units have been moved prior to the officer's arrival.

NARRATIVE (refer to vehicle by unit #)

Unit 2 was traveling west bound on Windett Ridge Rd approaching the intersection wth Fairfax Way. Unit 1 was traveling northbound on Fairfax Way approaching the intersection with Windett Ridge Rd. North and South bound traffic are required to stop at a stop sign while traveling through this intersection. East and west bound traffic do not have a stop sign.

While unit 2 was traveling west bound through the intersection and crossing Fairfax Way, Unit 1 failed to yield to Unit 2 and disregarded the stop sign. Unit 1 went through the stop sign and collided with the rear driver side of unit 2. The front driver side bumper of unit 1 struck the rear driver side of unit 2. The unit 1 front bumper sustained moderate denting and scraping. The unit 2 rear driver side sustained moderate denting and scraping.

LOCAL USE ONLY

U1 Race: **W** U2 Race: **W**

U1 COLOR	U2 COLOR	U1 Drug 1 **000**	U1 Drug 2	U2 Drug 1 **000**	U2 Drug 2

U1 TOWED DUE TO ☐ DISABLING DAMAGE ☐ NOT DISABLING DAMAGE	DAMAGE EXTENT:	U1 TOWED BY / TO :	
U2 TOWED DUE TO ☐ DISABLING DAMAGE ☐ NOT DISABLING DAMAGE	DAMAGE EXTENT:	U2 TOWED BY / TO :	

LARGE TRUCK, BUS, OR HM VEHICLE

IF MORE THAN ONE CMV IS INVOLVED, USE SR 1050A ADDITIONAL UNITS FORMS.

A CMV is defined as any motor vehicle used to transport passengers or property and:

1. Has a weight rating of more than 10,000 pounds (example: truck or truck/trailer combination): or
2. Is used or designed to transport more than 15 passengers including the driver (example: shuttle or charter bus): or
3. Is designed to carry 15 or fewer passengers and operated by a contract carrier transporting employees in the course of their employment (example: employee transporter - usually a van type vehicle or passenger car): or
4. Is used or designed to transport between 9 and 15 passengers, including the driver, for direct compensation (example: large van used for specific purpose): or
5. Is any vehicle used to transport any hazardous material (HAZMAT) that requires placarding (example: placards will be displayed on the vehicle).

UNIT ____

CARRIER NAME _____

ADDRESS _____

_____

CITY/STATE/ZIP _____

MOTOR CARR. ID ☐ Interstate ☐ Intrastate ☐ Not In Comm./Govt. ☐ Not In Comm./Other

USDOT NO. _____ ILLCC NO. _____

Source of above ☐ Side of Truck ☐ Papers ☐ Driver ☐ Log Book

GVWR/GCWR ☐ <10,000 ☐ 10,000 - 26,000 ☐ >26,000

Were HAZMAT placards on vehicle? ☐ Yes ☐ No

If yes, name on placard _____

4 digit UN NO. _____ 1 digit Hazard Class NO. _____

Did HAZMAT Spill from vehicle (do NOT consider FUEL from vehicle's own tank)? ☐ Yes ☐ No ☐ Unknown

Did HAZMAT Regulations violation contribute to the crash? ☐ Yes ☐ No ☐ Unknown

Did Motor Carrier Safety Regulations (MCS) violation contribute to the crash? ☐ Yes ☐ No ☐ Unknown

Was a Driver/Vehicle Examination Report form completed?

HAZMAT ☐ Yes ☐ No ☐ Unknown Out of Service ☐ Yes ☐ No

MCS ☐ Yes ☐ No ☐ Unknown Out of Service ☐ Yes ☐ No

Form Number _____

IDOT PERMIT NO. _____ WIDELOAD? ☐ Y ☐ N

TRAILER VIN 1 _____

TRAILER VIN 2 _____

TRAILER WIDTH(S)	0 - 96"	97 - 102"	> 102"
TRAILER 1	☐	☐	☐
TRAILER 2	☐	☐	☐

TRAILER LENGTH(S) 1 _____ ft 2 _____ ft

TOTAL VEHICLE LENGTH _____ ft NO. OF AXLES _____

SELECT CODES FROM BACK OF CRASH BOOKLET

VEHICLE CONFIG. _____ CARGO BODY TYPE _____ LOAD TYPE _____

Narrative

There were no injuries reported in either vehicle. The unit 1 driver was cited for failing to yield to oncoming traffic. Both vehicles were able to be driven off scene.

ILLINOIS TRAFFIC CRASH REPORT

Sheet 1 of 1 Sheets

IY003

* X002218612 *

DRAC		TRFD	TRFC	WEAT	DRVA		VIS		VEHD		LGHT	COLL	MANV	
9 U1	1 U2	1	1	1	99	1 U2	99 U1	8 U2	99 U1	1 U2	5	9	1 U1	21 U2

INVESTIGATING AGENCY	DAMAGE TO ANY ONE PERSON'S VEHICLE / PROPERTY	TYPE OF REPORT		YR	AGENCY CRASH REPORT NO.	TRFW
Yorkville Police Department	☐ $500 OR LESS ☐ $501 - $1,500 ☑ OVER $1,500	☑ ON SCENE ☐ NOT ON SCENE (DESK REPORT) ☐ AMENDED	☑ A No Injury / Drive Away ☐ B Injury and / or Tow Due to Crash	21	21-0752	1

ADDRESS NO.	HIGHWAY OR STREET NAME	☑ City ☐ Township	INTERSECTION RELATED	DATE OF CRASH	TIME	SECONDARY CRASH	VEHT
	WINDETT RIDGE RD	YORKVILLE	☐ Y ☑ N	4/23/2021	7:02 ☑ AM ☐ PM	☐ YES ☑ NO	99 U1

(CIRCLE)	(CIRCLE)		COUNTY	PRIVATE PROPERTY	DOORING WITH PEDALCYCLIST?	# OF MOTOR VEHICLES INVLD	FLOW CONDITION	
☑ 500 (FT) / MI N S (E) W ☐ AT INTERSECTION WITH		FAIRFAX WAY (NAME OF INTERSECTION OR ROAD FEATURE)	KENDALL	☐ Y ☑ N	☐ Y ☑ N	2	☐ SLOW ☐ STOPPED ☑ FREE FLOW	3 U2

HIT & RUN	# LNS
☑ Y ☐ N	2 U1

UNIT 1

☑DRIVER ☐PARKED ☐DRIVERLESS ☐PED ☐PEDAL ☐EQUES ☐NMV ☐NCV ☐DV	DATE OF BIRTH	MAKE	MODEL	YEAR	CIRCLE NUMBER(S) FOR DAMAGED AREA(S)	TOWED Y N	
UNKNOWN NAME (LAST, FIRST, M)	mo / day / yr	UNKNOWN	UNKNOWN		00 - NONE 13 - UNDER CARRIAGE 14 - TOTAL (ALL) 15 - OTHER (99) UNKNOWN POINT OF FIRST CONTACT 99	DUE TO CRASH ☐ ☑ FIRE ☐ ☑ DISTRACTED ☐ ☑ * Distraction Value COM VEH ☐ ☑ * IF YES SEE SIDEBAR	ALIGN 1 U1

STREET ADDRESS	SEX	SAFT	AIR	AUTOMATION SYSTEM	LEVEL IN VEH.	LEVEL ENGAGED AT CRASH	
		9	3	☐ Y ☐ NO ☑ UNK			

CITY	STATE	ZIP	INJ	EJCT	EPTH	PLATE NO.	STATE	YEAR
			O	1	0			

PHONE NUMBER	DRIVER LICENSE NO.	STATE	CLASS	CDL ID	VIN	INSURANCE CO.	EXPIRED	
							☐ Y ☐ N	1 U2

EMS AGENCY	PEDV	PPA	PPL	VEHICLE OWNER (LAST, FIRST, M.I.)	POLICY NO.	RSUR
				UNKNOWN		1

HOSPITAL (TAKEN TO)	INCIDENT RESPONDER	IF "Y"	OWNER STREET, CITY, STATE, ZIP	PHONE NUMBER	VEHU
	☐ Y ☑ N				99 U1

UNIT 2

☐DRIVER ☑PARKED ☐DRIVERLESS ☐PED ☐PEDAL ☐EQUES ☐NMV ☐NCV ☐DV	DATE OF BIRTH	MAKE	MODEL	YEAR	CIRCLE NUMBER(S) FOR DAMAGED AREA(S)	TOWED Y N	
NAME (LAST, FIRST, M)	mo / day / yr	FORD	TRANSIT T-250	2019	00 - NONE 13 - UNDER CARRIAGE 14 - TOTAL (ALL) 15 - OTHER 99 - UNKNOWN POINT OF FIRST CONTACT 11	DUE TO CRASH ☐ ☑ FIRE ☐ ☑ DISTRACTED ☐ ☐ * Distraction Value COM VEH ☐ ☑ * IF YES SEE SIDEBAR	1 U2

STREET ADDRESS	SEX	SAFT	AIR	AUTOMATION SYSTEM	LEVEL IN VEH.	LEVEL ENGAGED AT CRASH	
				☐ Y ☑ NO ☐ UNK	0	0	

CITY	STATE	ZIP	INJ	EJCT	EPTH	PLATE NO.	STATE	YEAR
						461172D	IL	2022

PHONE NUMBER	DRIVER LICENSE NO.	STATE	CLASS	CDL ID	VIN	INSURANCE CO.	EXPIRED	
					1FTYR1YG6KKA38050	NATIONAL UNION FIRE INSURANCE CO-P	☐ Y ☑ N	0 U2

EMS AGENCY	PEDV	PPA	PPL	VEHICLE OWNER (LAST, FIRST, M.I.)	POLICY NO.	RDEF
				TRANE TECHNOLOGIES CO LLC	CA6890217	1

HOSPITAL (TAKEN TO)	INCIDENT RESPONDER	IF "Y"	OWNER ADDRESS (STREET, CITY, STATE, ZIP)	PHONE NUMBER	BAC
	☐ Y ☐ N		651 WINDETT RDG YORKVILLE, IL 60560	(630) 433-7946	996 U1

(UNIT)	(SEAT)	(DOB)	(SEX)	(SAFT)	(AIR)	(INJ)	(EJCT)	(EPTH)	PASSENGERS & WITNESSES ONLY (NAME) / (ADDR) / (TEL)	(HOSP)	(EMS)	
												996 U2
												# OCCS 1 U1
												0 U2

	(EVNO)	(MOST)	(EVNT)	(LOC)	DAMAGED PROPERTY OWNER NAME	DAMAGED PROPERTY	POLICE NOTIFIED	TIME	Did crash occur in a Work Zone?	DIRP
UNIT 1	1	☑	18	1			4/23/2021	7:02 ☑ AM ☐ PM	☐ Y ☑ N	3 U1
	2	☐			PROPERTY OWNERS ADDRESS: STREET, CITY, STATE, ZIP	PRIMARY 20 SECONDARY 18	EMS NOTIFIED	TIME ☐ AM ☐ PM	If YES check one below:	7 U2
	3	☐			☐ CITATIONS ISSUED ☐ PENDING ARREST NAME	SECTION / CITATION NO.	EMS ARRIVED	TIME ☐ AM ☐ PM	☐ Construction ☐ Maintenance ☐ Utility ☐ Unknown work zone type	SLMT
UNIT 2	1	☐	11	1	☐ CITATIONS ISSUED ☐ PENDING ARREST NAME	SECTION / CITATION NO.	ROAD CLEARANCE 4/23/2021	TIME 7:02 ☑ AM ☐ PM		30 U1
	2	☑	9	1	OFFICER ID. 221	SIGNATURE Luke Swanson / BEAT / DIST. / SUPERVISOR ID. John Hunter, 204	COURT DATE	TIME ☐ AM ☐ PM	Workers present? ☐ Y ☑ N	30 U2
	3	☐								

X002218612

A **Diagram** and **Narrative** are required on all **Type B** crashes, **even if** units have been moved prior to the officer's arrival.

NARRATIVE (refer to vehicle by unit #)

On 04/23/2021, I, Officer Swanson #221 was dispatched to the area of 561 Windett Ridge Rd. for a hit and run accident that had already occurred. Charles F. Tiberi (M/H DOB 01/19/1980) advised unit 2 belongs to the company he works for - Trane Technologies Company LLC. Charles advised unit 2 was parked unoccupied facing Westbound on the south side of the 500 block of Windett Ridge Rd. between the hours of 2200 hours on 04/22/2021 and 0600 hours on 04/23/2021. During this time, unit 1, an unknown vehicle driving Eastbound on Windett Ridge Rd struck the passenger side of unit 2 with the passenger side mirror of unit 2 to be broken and damage to occur along the entire passenger side of unit 2. Charles advised he had no suspect information regarding unit 1. No injuries occurred, no citations issued, no tows needed.

LOCAL USE ONLY

U1 Race: U2 Race:

U1 COLOR	**Multicolor**	U2 COLOR	**White**	U1 Drug 1 **000**	U1 Drug 2 **000**	U2 Drug 1 **000**	U2 Drug 2 **000**
U1 TOWED DUE TO	☐ DISABLING DAMAGE	☐ NOT DISABLING DAMAGE	DAMAGE EXTENT:	U1 TOWED BY / TO :			
U2 TOWED DUE TO	☐ DISABLING DAMAGE	☐ NOT DISABLING DAMAGE	DAMAGE EXTENT:	U2 TOWED BY / TO :			

LARGE TRUCK, BUS, OR HM VEHICLE

IF MORE THAN ONE CMV IS INVOLVED, USE SR 1050A ADDITIONAL UNITS FORMS.

A CMV is defined as any motor vehicle used to transport passengers or property and:

1. Has a weight rating of more than 10,000 pounds (example: truck or truck/trailer combination): or
2. Is used or designed to transport more than 15 passengers including the driver (example: shuttle or charter bus): or
3. Is designed to carry 15 or fewer passengers and operated by a contract carrier transporting employees in the course of their employment (example: employee transporter - usually a van type vehicle or passenger car): or
4. Is used or designed to transport between 9 and 15 passengers, including the driver, for direct compensation (example: large van used for specific purpose): or
5. Is any vehicle used to transport any hazardous material (HAZMAT) that requires placarding (example: placards will be displayed on the vehicle).

UNIT ____

CARRIER NAME _____

ADDRESS _____

_____

CITY/STATE/ZIP _____

MOTOR CARR. ID ☐ Interstate ☐ Intrastate ☐ Not In Comm./Govt. ☐ Not In Comm./Other

USDOT NO. _____ ILLCC NO. _____

Source of above ☐ Side of Truck ☐ Papers ☐ Driver ☐ Log Book

GVWR/GCWR ☐ <10,000 ☐ 10,000 - 26,000 ☐ >26,000

Were HAZMAT placards on vehicle? ☐ Yes ☐ No

If yes, name on placard _____

4 digit UN NO. _____ 1 digit Hazard Class NO. _____

Did HAZMAT Spill from vehicle (do NOT consider FUEL from vehicle's own tank)? ☐ Yes ☐ No ☐ Unknown

Did HAZMAT Regulations violation contribute to the crash? ☐ Yes ☐ No ☐ Unknown

Did Motor Carrier Safety Regulations (MCS) violation contribute to the crash? ☐ Yes ☐ No ☐ Unknown

Was a Driver/Vehicle Examination Report form completed?

HAZMAT ☐ Yes ☐ No ☐ Unknown Out of Service ☐ Yes ☐ No

MCS ☐ Yes ☐ No ☐ Unknown Out of Service ☐ Yes ☐ No

Form Number _____

IDOT PERMIT NO. _____ WIDELOAD? ☐ Y ☐ N

TRAILER VIN 1 _____

TRAILER VIN 2 _____

TRAILER WIDTH(S)	0 - 96"	97 - 102"	> 102"
TRAILER 1	☐	☐	☐
TRAILER 2	☐	☐	☐

TRAILER LENGTH(S) 1 _____ ft 2 _____ ft

TOTAL VEHICLE LENGTH _____ ft NO. OF AXLES _____

SELECT CODES FROM BACK OF CRASH BOOKLET

VEHICLE CONFIG. _____ CARGO BODY TYPE _____ LOAD TYPE _____

MUTCD Intersection Control Guidelines

The governing entity on traffic control signage and right-of-way intersection control is the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). The 11th Edition of the Manual, updated in December 2023, provides the following guidance when considering intersection control at unsignalized intersections:

Guidance:

The type of traffic control used at an unsignalized intersection should be the least restrictive that provides appropriate levels of safety and efficiency for all road users.

Guidance:

A. *When selecting a form of intersection control, the following factors should be considered: a. Motor vehicle, bicycle, and pedestrian traffic volumes on all approaches; where the term units/day or units/hour is indicated, it should be the total of motor vehicle, bicycle, and pedestrian volume;*
B. *Driver yielding behavior with regard to all modes of conflicting traffic, including bicyclists and pedestrians;*
C. *Number and angle of approaches;*
D. *Approach speeds;*
E. *Sight distance available on each approach;*
F. *Reported crash experience; and*
G. *The presence of a grade crossing near the intersection.*

Standard:

YIELD or STOP signs shall not be used for speed control.

Section 2B.10 of the MUTCD details the following for the installation of yield control at an intersection:

Guidance:

At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs.

Yield control should be considered when engineering judgment indicates that all of the following conditions exist:

A. *Intersection sight distance is adequate on the approaches to be controlled by YIELD signs.*
B. *All approaches to the intersection are a single lane and there are no separate turn lanes.*
C. *One of the following crash-related criteria applies:*
D. *For changing from no intersection control to yield control, there have been two or more reported crashes in the previous 12 months that are susceptible to correction by the installation of a YIELD sign.*
E. *For changing from minor road stop control to yield control, there have been two or fewer reported crashes in the previous 12 months.*
F. *The combined motor vehicle, bicycle, and pedestrian volume entering the intersection averages less than 1,800 units per day or 140 units in the peak hour.*
G. *The angle of intersection is between 90 and 75 degrees.*
H. *The functional classification of the intersecting streets is either the intersection of two local streets or the intersection of a local street with a collector street.*

Option:

YIELD signs may be installed at an intersection when any of the following conditions apply:

A. At the second intersection of a divided highway crossing or median break functioning as two separate intersections (see Figure 2B-19). In this case, a YIELD sign may be installed at the entrance to the second intersection.
B. For a channelized turn lane that is separated from the adjacent travel lanes by an island, even if the adjacent lanes at the intersection are controlled by a highway traffic control signal or by a STOP sign.
C. At an intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.
D. Facing the entering roadway for a merge-type movement if engineering judgment indicates that control is needed because acceleration geometry and/or sight distance is not adequate for merging traffic operation.
E. On low-volume rural roads if engineering judgment indicates that a YIELD sign would provide adequate control.
F. On an approach to an intersection where the only permissible movement is a right-turn movement with an intersection geometry similar to a channelized right-turn lane or an approach to a roundabout.

Section 2B.11 of the MUTCD details the following for the installation of minor road stop control at an intersection:

Guidance:

Stop control on the minor-road approach or approaches to an intersection should be considered when engineering judgment indicates that one or more of the following conditions exist:

A. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway.
B. Crash records indicate that:
1. For a four-leg intersection, there are three or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.
2. For a three-leg intersection, there are three or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.
C. The intersection is of a lower functional classification road with a higher functional classification road.
D. Conditions that previously supported the installation of all-way stop control no longer exist.

On low-volume rural roads, a STOP sign should be considered at an intersection where engineering judgment indicates that Item C in Paragraph 1 of this Section is applicable or where the intersection has inadequate sight distance for the operating vehicle speeds.

Section 2B.12 of the MUTCD details the following for the installation of an All-Way Stop Control intersection:

Support:

The provisions in the following sections describe warrants for the recommended engineering study to determine all-way stop control. Warrants are not a substitute for engineering judgment. The fact that a warrant for a particular traffic control device is met is not conclusive justification to install or not install all-way stop control. Because each intersection will have unique characteristics that affect its operational performance or safety, it is the engineering study for a given intersection that is ultimately the basis for a decision to install or not install all-way stop control.

All-way stop controls at intersections with substantially differing approach volumes can reduce the effectiveness of these devices for all roadway users.

Guidance:

The decision to establish all-way stop control at an unsignalized intersection should be based on an engineering study. The engineering study for all-way stop control should include an analysis of factors related to the existing operation and safety at the intersection, the potential to improve these conditions, and the applicable factors contained in the following all-way stop control warrants:

A. All-Way Stop Control Warrant A: Crash Experience (see Section 2B.13)

B. All-Way Stop Control Warrant B: Sight Distance (see Section 2B.14)

C. All-Way Stop Control Warrant C: Transition to Signal Control or Transition to Yield Control at a Circular Intersection (see Section 2B.15)

D. All-Way Stop Control Warrant D: 8-Hour Volume (Vehicles, Pedestrians, Bicycles) (see Section 2B.16)

E. All-Way Stop Control Warrant E: Other Factors (see Section 2B.17)

Option:

The decision to install all-way stop control on site roadways open to public travel may be based on engineering judgment.

Standard:

The satisfaction of an all-way stop control warrant or warrants shall not in itself require the installation of all-way stop control at an unsignalized intersection.

2021 INTERSECTION STUDY

Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, City Clerk
Date: May 3, 2021
Subject: Fairfax Way and Windett Ridge Road – Multi-way Stop Sign Analysis
Windett Ridge Road and Coach Road – Stop Sign Analysis

As requested, we investigated the possible installation of stop signs at the following intersections:

- Fairfax Way and Windett Ridge Road (multi-stop sign analysis)
- Windett Ridge Road and Coach Road

EEI collected 24-hour traffic counts via on-road tube collectors for the intersection of Fairfax Way and Windett Ridge Road on Thursday, April 8, 2021. We also collected seven-day speed data from Thursday, April 8, 2021 to Thursday, April 15, 2021 via bi-directional traffic collector radar detection along Windett Ridge Road at the intersection with Coach Road.

The governing entity on traffic control signage is the Manual on Uniform Traffic Control Devices (MUTCD). The manual states as follows in regard to stop sign installation:

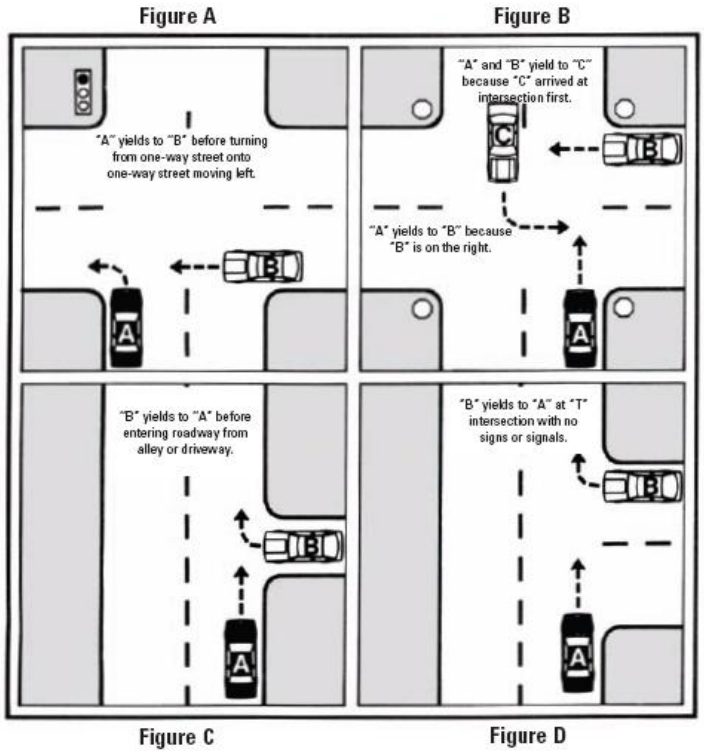
> *Guidance:*
> *Engineering judgment should be used to establish intersection control. The following factors should be considered:*
>
> *A. Vehicular, bicycle, and pedestrian traffic volumes on all approaches;*
> *B. Number and angle of approaches;*
> *C. Approach speeds;*
> *D. Sight distance available on each approach; and*
> *E. Reported crash experience.*
>
> *YIELD or STOP signs should be used at an intersection if one or more of the following conditions exist:*
>
> *A. An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;*
> *B. A street entering a designated through highway or street; and/or*
> *C. An unsignalized intersection in a signalized area.*
>
> *In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:*
>
> *A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;*
> *B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or*

C. Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.

Yield or Stop signs should not be used for speed control.

At unsigned intersections, the application of the normal right-of-way rules would apply.

Figure D taken from the Illinois Drivers Manual shows that the minor roadway should yield to traffic on the major roadway at uncontrolled intersections.



Our findings were as follows:

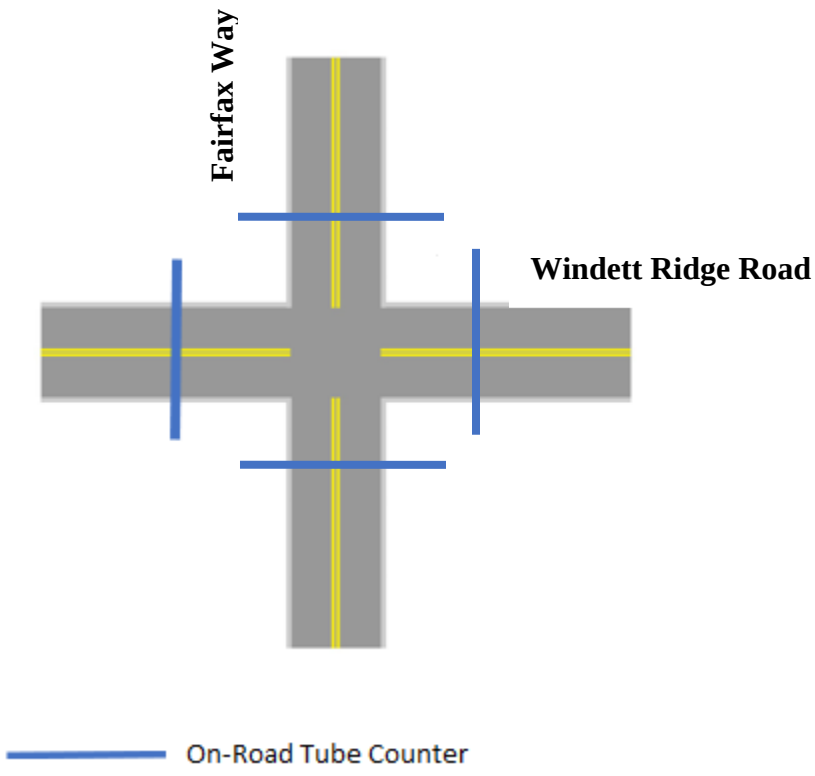
- **Fairfax Way and Windett Ridge Road**
    - The traffic volume appears to be below 2,000 units per day.
    - There are no sight distance constraints.
    - The vehicular volumes entering the intersection from the major street approaches (Windett Ridge Road) appears to be below 300 vehicles per hour for any 8 hours of an average day.
    - The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street (Fairfax Way) appears to be below 200 units per hour for the same 8 hours.
    - The accident history is below the threshold warranting stop signs.
    - This intersection does not appear to be a good candidate for a multi-way stop sign based on the above criteria.
    - **Since Windett Ridge Road is considered the main road of the two, EEI has found that the existing two-way stop control is sufficient since Fairfax Way is subject to stop control**

- **Windett Ridge Road and Coach Road**
    - The accident history is below the threshold warranting stop signs.
    - There are no sight distance constraints.
    - Posted speed: 30 MPH
    - Average speed: 27.9 MPH
    - 85th percentile speed: 33 MPH
    - Stop signs are not meant to control vehicular speed.
    - This segment of roadway does not appear to be a good candidate for a stop sign based on the above criteria.

Crash History Reports (provided by the City)

No crash data was reported

Traffic On-Road Tube Collector Locations



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 2025-73

Agenda Item Summary Memo

Title: 2025 Tax Levy Estimate

Meeting and Date: City Council – October 28, 2025

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: October 21, 2025
Subject: 2025 Tax Levy Estimate

Summary

Approval of the 2025 tax levy estimate, for the purpose of publishing a public notice for an upcoming public hearing on November 10th.

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. At their October 13th meeting the Library Board formally approved their levy at the max amount of $1,538,123 (Exhibit A), which will be reduced to around $1.13 million (Exhibit B), once PTELL is applied by the County.

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 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 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 no later than 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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Illinois Department of Revenue
Property Tax Division
101 West Jefferson Street, MC 3-450
Springfield, Illinois 62702
Telephone: (217) 782-3016
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.

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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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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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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.

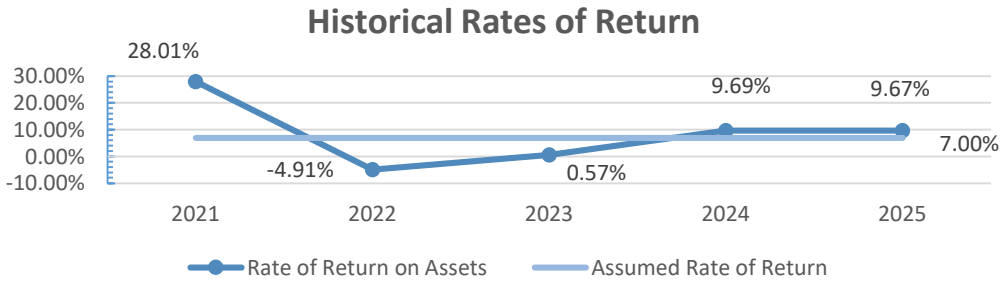
Item	Current Year Valuation as of 5/1/2025			Prior Year Valuation as of 5/1/2024		
	Tier 1	Tier 2	Total	Tier 1	Tier 2	Total
Active Members						
Vested	11	5	16	12	5	17
Non-Vested	0	17	17	0	16	16
Total Active	11	22	33	12	21	33
Terminated entitled to future benefits	3	4	7	3	3	6
Retired	14	0	14	14	0	14
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

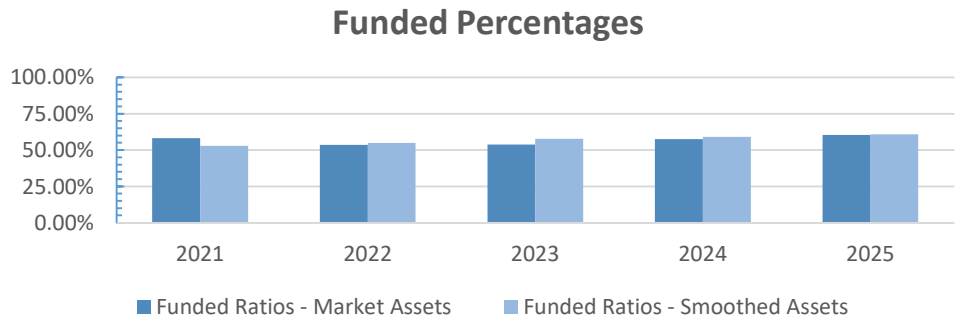
None

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

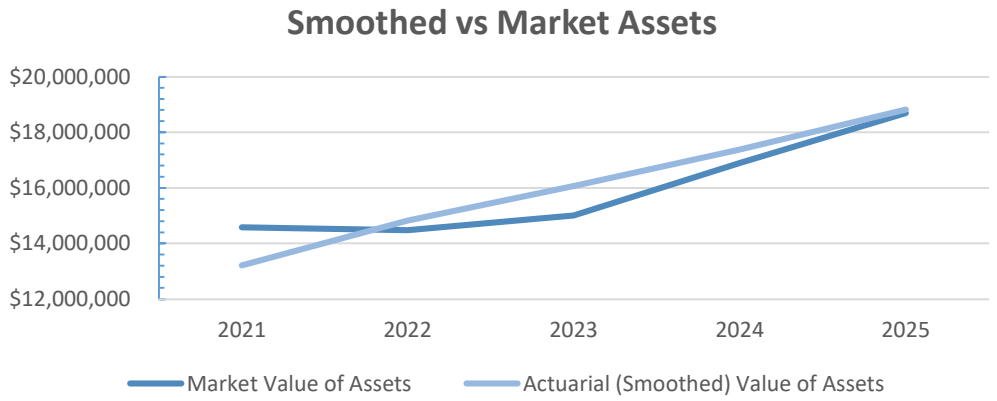


Exhibit 4 - Determination of the Statutory Minimum Required Contribution

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 #2

Tracking Number

CC 2025-77

Agenda Item Summary Memo

Title: Treasurer's Reports for August and September 2025

Meeting and Date: City Council – October 28, 2025

Synopsis: _____

_____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

_____

Submitted by: Rob Fredrickson (Name) Finance (Department)

Agenda Item Notes:

_____

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_____

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ended August 31, 2025

Cash Basis

	Unaudited Beginning Fund Balance	August Revenues	YTD Revenues	Revenue Budget	% of Budget	August Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	$ 12,378,340	$ 2,171,370	$ 9,690,784	$ 25,738,613	38%	$ 2,222,346	$ 7,714,057	$ 25,738,613	30%	$ 14,355,067
Special Revenue Funds										
15 - Motor Fuel Tax	403,826	86,076	482,491	1,125,830	43%	-	-	1,475,000	0%	886,317
79 - Parks and Recreation	206,643	321,849	1,535,629	4,042,732	38%	375,275	1,362,617	4,329,254	31%	379,655
87 - Countryside TIF	(1,172,916)	40,733	90,733	249,100	36%	1,022	43,117	378,957	11%	(1,125,300)
88 - Downtown TIF	(1,315,406)	31,750	235,981	396,672	59%	1,022	4,086	88,822	5%	(1,083,511)
89 - Downtown TIF II	221,130	32,013	180,656	296,932	61%	-	150,000	277,020	54%	251,786
11 - Fox Hill SSA	62,707	275	12,926	24,000	54%	1,270	4,126	65,640	6%	71,507
12 - Sunflower SSA	21,127	94	11,376	22,000	52%	1,200	18,185	43,640	42%	14,318
Capital Project Funds										
25 - Vehicle & Equipment	596,225	28,398	145,310	607,916	24%	64,679	290,449	1,251,952	23%	451,086
23 - City-Wide Capital	3,430,241	363,413	1,339,431	7,660,678	17%	2,018,398	3,356,923	10,991,669	31%	1,412,749
24 - Buildings & Grounds	39,494,838	30,891	564,997	3,731,995	15%	680,343	3,927,460	31,827,532	12%	36,132,375
Enterprise Funds										
* 51 - Water	9,741,361	1,942,516	5,906,563	104,600,040	6%	1,186,103	5,143,677	110,611,404	5%	10,504,246
* 52 - Sewer	4,912,840	673,656	1,754,329	4,508,341	39%	270,741	992,224	7,283,833	14%	5,674,945
Library Funds										
82 - Library Operations	1,097,788	81,475	682,819	1,187,771	57%	97,372	314,350	1,335,485	24%	1,466,257
84 - Library Capital	183,057	13,402	47,551	50,750	94%	-	28,602	128,000	22%	202,006
Total Funds	**$ 70,261,801**	**$ 5,817,911**	**$ 22,681,576**	**$ 154,243,370**	**15%**	**$ 6,919,771**	**$ 23,349,873**	**$ 195,826,821**	**12%**	**$ 69,593,504**

* Fund Balance Equivalency

As Treasurer of the United City of Yorkville, I hereby attest, to the best of my knowledge, that the information contained in this Treasurer's Report is accurate as of the date detailed herein. Further information is available in the Finance Department.

Rob Fredrickson, Finance Director/Treasurer

UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ended September 30, 2025

Cash Basis

	Unaudited Beginning Fund Balance	September Revenues	YTD Revenues	Revenue Budget	% of Budget	September Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	$ 12,378,340	$ 3,311,540	$ 13,015,032	$ 25,738,613	51%	$ 2,238,800	$ 9,952,857	$ 25,738,613	39%	$ 15,440,515
Special Revenue Funds										
15 - Motor Fuel Tax	403,826	93,897	576,387	1,125,830	51%	-	-	1,475,000	0%	980,213
79 - Parks and Recreation	206,643	463,801	1,999,430	4,042,732	49%	341,092	1,755,684	4,329,254	41%	450,389
87 - Countryside TIF	(1,172,916)	46,738	137,471	249,100	55%	1,022	44,138	378,957	12%	(1,079,583)
88 - Downtown TIF	(1,315,406)	112,646	348,627	396,672	88%	1,022	5,108	353,822	1%	(971,887)
89 - Downtown TIF II	221,130	91,264	271,920	296,932	92%	23,886	173,886	277,020	63%	319,164
11 - Fox Hill SSA	62,707	10,802	23,729	24,000	99%	1,270	5,396	65,640	8%	81,040
12 - Sunflower SSA	21,127	10,331	21,707	22,000	99%	1,200	19,385	43,640	44%	23,449
Capital Project Funds										
25 - Vehicle & Equipment	596,225	31,822	177,132	607,916	29%	18,011	308,460	1,251,952	25%	464,896
23 - City-Wide Capital	3,430,241	207,276	1,546,722	7,660,678	20%	82,540	3,439,463	10,991,669	31%	1,537,500
24 - Buildings & Grounds	39,494,838	543,283	1,228,766	3,731,995	33%	3,941,795	7,864,629	31,827,532	25%	32,858,974
Enterprise Funds										
* 51 - Water	9,741,361	1,030,884	7,012,664	104,600,040	7%	6,112,003	11,255,680	110,611,404	10%	5,498,345
* 52 - Sewer	4,912,840	135,749	1,890,089	4,508,341	42%	303,345	1,300,194	7,283,833	18%	5,502,735
Library Funds										
82 - Library Operations	1,097,788	438,538	1,121,357	1,187,771	94%	68,538	382,888	1,335,485	29%	1,836,257
84 - Library Capital	183,057	17,871	65,422	50,750	129%	-	28,602	128,000	22%	219,877
Total Funds	**$ 70,261,801**	**$ 6,546,442**	**$ 29,436,455**	**$ 154,243,370**	**19%**	**$ 13,134,523**	**$ 36,536,372**	**$ 196,091,821**	**19%**	**$ 63,161,885**

* Fund Balance Equivalency

As Treasurer of the United City of Yorkville, I hereby attest, to the best of my knowledge, that the information contained in this Treasurer's Report is accurate as of the date detailed herein. Further information is available in the Finance Department.

Rob Fredrickson, Finance Director/Treasurer

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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2025-78

Agenda Item Summary Memo

Title: Fiscal Year 2025 Annual Treasurer's Report

Meeting and Date: City Council – October 28, 2025

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

UNITED CITY OF YORKVILLE
TREASURER'S REPORT
FOR THE FISCAL YEAR ENDING APRIL 30, 2025

I certify that the following is true and correct to the best of my knowledge and belief.

_____
Rob Fredrickson
Treasurer

Summary Statement of Operations *

Fund Type	Beginning Fund Balance / Net Position	Revenues	Expenditures	Other Financing Sources/(Uses)	Ending Fund Balance / Net Position *
General Fund	$ 11,317,511	$ 25,329,900	$ 18,868,386	$ (5,400,689)	$ 12,378,336
Library Fund	1,216,733	2,086,832	2,053,823	31,105	1,280,847
Parks & Recreation Fund	527,421	1,201,847	3,839,877	2,357,728	247,119
Citywide Capital Fund	5,788,454	2,644,827	6,454,420	1,451,382	3,430,243
Buildings & Grounds Fund	2,405,630	826,309	4,309,367	40,572,270	39,494,842
Special Revenue Funds	(2,115,226)	1,858,411	2,598,321	1,075,604	(1,779,532)
Capital Project Funds	1,581,655	2,035,686	3,053,118	32,000	596,223
Enterprise Funds *	88,249,391	11,498,647	13,868,659	5,485,076	91,364,455
Fiduciary Fund	16,897,571	3,360,297	1,566,620	-	18,691,248

* NOTE: Detailed financial information may be found at – https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6473

UNITED CITY OF YORKVILLE FOR THE FISCAL YEAR ENDING APRIL 30, 2025
RECEIPTS –

GENERAL FUND: PROPERTY TAXES 3,912,307; MUNICIPAL SALES TAX 5,375,086; NON-HOME RULE SALES TAX 4,121,338; ELECTRIC UTILITY TAX 739,271; NATURAL GAS UTILITY TAX 457,069; EXCISE TAX 176,274; TELEPHONE UTILITY TAX 8,340; CABLE FRANCHISE FEES 213,426; HOTEL TAX 160,952; VIDEO GAMING TAX 324,586; AMUSEMENT TAX 312,997; ADMISSIONS TAX 258,037; BUSINESS DISTRICT TAX-KENDALL MARKETPLACE 526,828; BUSINESS DISTRICT TAX - DOWNTOWN 28,265; BUSINESS DISTRICT TAX - COUNTRYSIDE 75,488; AUTO RENTAL TAX 28,631; STATE INCOME TAX 3,826,828; LOCAL USE TAX 612,039; CANNABIS EXCISE TAX 33,396; ROAD & BRIDGE TAX 125,619; PERSONAL PROPERTY REPLACEMENT TAX 24,135; GRANTS 112,403; MISC INTERGOVERNMENTAL 1,766; LIQUOR LICENSES 83,701; OTHER LICENSES & PERMITS 13,716; BUILDING PERMITS 680,232; CIRCUIT COURT FINES 52,564; ADJUDICATION FINES 8,689; OFFENDER REGISTRATION FEES 380; POLICE TOWS 28,500; GARBAGE SURCHARGE 1,877,958; COLLECTION FEES-SANITARY DISTRICT 219,654; LATE PENALTIES - GARBAGE 39,124; ADMINISTRATIVE CHARGEBACKS 193,593; POLICE SPECIAL DETAIL 8,671; INVESTMENT EARNINGS 549,947; REIMBURSEMENTS 66,375; RENTAL INCOME 6,620; MISCELLANEOUS INCOME 45,097; TOTAL 25,329,902.

FOX HILL SSA FUND: PROPERTY TAXES 24,030; TOTAL 24,030.

SUNFLOWER SSA FUND: PROPERTY TAXES 21,026; TOTAL 21,026.

MOTOR FUEL TAX FUND: MOTOR FUEL TAX 483,045; MFT HIGH GROWTH 154,097; TRANSPORTATION RENEWAL TAX 490,217; INVESTMENT EARNINGS 16,356; REIMBURSEMENTS 1,326; TOTAL 1,145,041.

CITYWIDE CAPITAL FUND: GRANTS 458,355; DEVELOPMENT FEES 35,003; ROAD CONTRIBUTION FEES 84,000; ROAD INFRASTRUCTURE FEES 941,054; INVESTMENT EARNINGS 46,612; REIMBURSEMENTS 1,112,594; TRANSFERS 1,555,416; TOTAL 4,233,034.

BUILDINGS & GROUNDS FUND: DEVELOPMENT FEES 181,327; BUILDINGS & GROUNDS CHARGEBACK 320,039; INVESTMENT EARNINGS 324,495; MISCELLANEOUS INCOME 444; BOND PROCEEDS 38,650,000; TRANSFERS 387,344; BOND PREMIUM 1,535,015; TOTAL 41,398,664.

VEHICLE & EQUIPMENT FUND: GRANTS 240,177; RECAPTURE FEES 4,600; DEVELOPMENT FEES 135,650; DUI FINES 9,282; ELECTRONIC CITATION FEES 778; MOWING INCOME 1,053; CHARGEBACK 1,860,577; REIMBURSEMENTS 17,988; MISCELLANEOUS INCOME 5,923; SALE OF CAPITAL ASSETS 32,000; TOTAL 2,308,028.

WATER FUND: PLACES OF EATING TAX 758,809; GRANTS 136,868; WATER SALES 5,526,017; LATE PENALTIES 185,352; METER SALES 132,824; INFRASTRUCTURE FEES 961,942; CONNECTION FEES 498,122; INVESTMENT EARNINGS 531,849; REIMBURSEMENTS 3,881,858; RENTAL INCOME 151,752; MISCELLANEOUS INCOME 1,758; BOND PROCEEDS 25,000,000; BOND PREMIUM 444,201; TRANSFERS 173,559; TOTAL 38,384,911.

SEWER FUND: MAINTENANCE FEES 1,277,122; INFRASTRUCTURE FEES 472,126; CONNECTION FEES 322,800; LATE PENALTIES 23,818; INVESTMENT EARNINGS 66,630; REIMBURSEMENTS 102,505; MISCELLANEOUS INCOME 906; TRANSFERS 1,069,096; TOTAL 3,335,003.

PARKS & RECREATION FUND: SPECIAL EVENTS 77,601; CHILD DEVELOPMENT 164,778; ATHLETICS AND FITNESS 502,795; CONCESSION REVENUE 61,255; LIBRARY CHARGEBACK 15,825; INVESTMENT EARNINGS 5,028; REIMBURSEMENTS 13,509; RENTAL INCOME 99,454; HOMETOWN DAYS REVENUE 186,355; SPONSORSHIPS & DONATIONS 57,677; MISCELLANEOUS INCOME 23,761; TRANSFERS 2,357,728; TOTAL 3,565,766.

LIBRARY FUND: PROPERTY TAXES 1,868,388; PERSONAL PROPERTY REPLACEMENT TAX 7,998; GRANTS 31,977; LIBRARY FINES 1,716; SUBSCRIPTION CARDS 11,311; COPY FEES 2,671; PROGRAM FEES 540; INVESTMENT EARNINGS 43,036; RENTAL INCOME 1,605; MISCELLANEOUS INCOME 5,348; TRANSFERS 31,105; TOTAL 2,005,695.

LIBRARY CAPITAL FUND: DEVELOPMENT FEES 110,000; INVESTMENT EARNINGS 2,237; MISCELLANEOUS INCOME 6; TOTAL 112,243.

COUNTRYSIDE TIF FUND: PROPERTY TAXES 228,278; TOTAL 228,278.

DOWNTOWN TIF FUND: PROPERTY TAXES 224,315; SALE OF CAPITAL ASSETS 175,604; TOTAL 399,919.

DOWNTOWN TIF II: PROPERTY TAXES 215,723; TOTAL 215,723.

PAYROLL: 0.01 TO 25,000.00 - AGUADO, YARILIZ; ALVAREZ, RAFAEL; ANDERSON, AVERY; ANGLIN, BETTY; BAHR, NANCY; BARKMAN, ALEXIS; BAZAN, JEAN; BECK, ETHAN; BENJAMIN, REECE; BERG, VICTORIA; BIELAWA, KENDELYN; BILL, RICHARD; BRADSTREET, PATRICIA; BRENNAN, MEGYN; BREYNE, BETHANY; BRUSAK, LOGAN; CAREY, MEGAN; CHILDRESS, JENNA; CHILDRESS, JORDYN; CLEVER, DAVID; COLOSIMO, GINA; CORNEILS, RUSSELL; CURRY, JETTA; CYKO, EMMA; CYKO, NATALIE; DARNELL, TRACY; DAVIS, CHARLES; DIAZ, HALEY; DIAZ, STACY; DICK, DAVID; DIEDERICH, NORA; DOPPELHAMMER, ELI; FAEDTKE, JESSICA; FRANKLIN, LUKE; FRIEDERS, KARA; FUNKHOUSER, CHRIS; GALAUNER, JULIE; GARCIA, MAGDALENA; GESSLER, KATHERINE; GLEASON, ELYSE; GLEASON, JONATHAN; GRIFFIN, BRADY M; GRIFFIN, COLIN; GRIFFIN, RILEY; GULBRO, EMERY; HALBESMA, STEVE; HANSEN, DAVID; HANSON, AUBREE; HARTMANN, DODIE; HERNANDEZ, ADAM; HILL, SETH; HOOPER, NIA; HOOPER, RYAN; HOOPER, STEPHANIE; JONES, ALEXIS; JOYCE, ELIZABETH; KERN, MADISON; KNOX, CHERYL; KOCH, KENNETH; KOENIG, JOSEPHINE; KUCHARIK, THERESE; LACOCO, PRISCILLA; LARSON, DIANNA; LEGNER, KATHLEEN; LEMUS, BRITTANY; LINNANE, MARGARET; LOECHL, KRISTINA; LOPEZ, BELICIA; LOWRY, TIMOTHY; MADSEN, TYLER; MAREK, MATTHEW; MARTINEK, BENJAMIN; MARTINEK, CARLY; MARTINEK, MARYN; MCCALLOUGH, ASHLEY; MCCANN, JENNY; MILLER, TAYLOR; MLECZKO, VANESSA; MONTROSE, NIEVA; MONTROSE, SIERRA; MORENO, JAZMYN; MORGART, REAGAN; MURPHY, ELIZABETH; NAJDZION, MARY; NASUTA, EMILY; NILES, GRACE; NILES, RENEE; NYDEGGER, AYDEN; NYDEGGER, OLIVIA; ODUM, BENJAMIN; OVERTURF, TYLER; PAETZOLD, MEGAN; PAWLAK, JAKE; PEREZ, NATALIA; PFIZENMAIER, BEHR; PLOCHER, ARDEN; PODZIMEK, ALEXA; PURCELL, JOHN; ROMANO-ZAMORA, OLYMPIA; ROZBORSKI, ADAM; SALESMAN, RILEY; SANDOVAL, ALEXANDRIA; SANDOVAL, OLIVIA; SCHRAEDER, ASHLEY; SCOTT, WILLIAM; SEEGO, KARA; SENDRA, STEPHANIE; SHIELDS, EMERY; SIMS, AUDREY; SOLING, CRAIG; SOMMERFIELD, ALLISON; STRAIT, WALTER; SWANSON, DAVID; TANNHAUSER, EMILY; TARULIS, SEAVER; TICKEL, SAMUEL; TRANSIER, DANIEL; URZUA, ABIGAIL; VARGAS, NAILY; VASHKELIS-BENSON, DOMINIC; WALTERS, LUCAS; WALTERS, MITCHELL; WERDERICH, ANITA; WHEELER, JENNIFER; WITWICKI, ELISE; ZITT, AUGUST.

PAYROLL: 25,000.01 TO 50,000.00 - HODOUS, RICHARD; IHRIG, KRISTEN; LANDA, PAUL; LEGENDRE, PATRICK; LOBDELL, TYLER; LOMBARDO, STEVEN; PRUITT, CAYLA; VALLES-MATA, BRYAN; WADE, JACK; WARD, MADISON; WEINERT, ANDREA; YODER, DAVID.

PAYROLL: 50,000.01 TO 75,000.00 - ANDERSON, JARED; BIERITZ, CRYSTAL; BLYSTONE, BOBBIE; BONNER, CAMERON; CAMIS, ANDREW; CARUSO, CALI; CISIJA, MONICA; CONARD, RYAN; CURTIS, MICHAEL; GREGORY, KATELYN; HERNANDEZ, ERICK; IWANSKI-GOIST, SHARYL; JACKSON, JAMIE; JONES, KIMBERLY; KLEEFISCH, GLENN; MCGREGORY, MATTHEW; MENDEZ, SARA; MILSCHEWSKI, THEODORE; NELSON, GINA; PETRAGALLO, JOHN; REDMON, STEVEN; SCOTT, TREVOR; SENDRA, SAMANTHA; STEFFENS, GEORGE; WEBER, ROBERT; WEISS, JENNETTE; WOLF, BRANDON; WOOLSEY, REBECCA.

PAYROLL: 75,000.01 TO 100,000.00 - AUGUSTINE, SHELLEY; BALOG, KIRSTEN; BEHLAND, JORI; BEHRENS, BRETT; BROWN, DAVID; CREADEUR, ROBERT; GALAUNER, JACOB; HASTINGS, GINA; HEISER, PEYTON; HENNE, DURKIN; HORNER, RYAN; JOHNSON, GEORGE; NAVARRO, JESUS; REYES, LEONARDO; SCHWARTZ, JACOB; SCODRO, PETER; SENG, MATTHEW; SIMMONS, AMY; SMITH, DOUGLAS; WARREN, KEVIN; WROBEL, ALEX.

PAYROLL: 100,000.01 TO 125,000.00 - BOROWSKI, KYLE; DAVIS, KYLE; FISHER, RYAN; GERLACH, SARA; GOLDSMITH, RYAN; HART, ROBBIE; HOULE, ANTHONY; JOHNSON, JEFFREY; KETCHMARK, MATTHEW; KOLOWSKI, TIMOTHY; KUEHLEM, CHRISTOPHER; MERTES, NICHOLAS; NELSON, MATTHEW; OPP, JOSHUA; REMUS, SHAY; SHEPHERD, CORY; SOEBBING, ROMAN; SWANSON, LUKE; THOMAS, LORI.

PAYROLL: 125,000.01 AND OVER - BARKSDALE-NOBLE, KRYSTI; BAUER, JONATHAN; CARLYLE, MITCHELL; DHUSE, ERIC; EVANS, TIMOTHY; FREDRICKSON, ROB; HAYES, CHRISTOPER; HUNTER, JOHN; JENSEN, JAMES; MCMAHON, PATRICK; MIKOLASEK, RAYMOND; OLSON, BART; RATOS, PETER; SLEEZER, JOHN; SLEEZER, SCOTT; STROUP, SAMUEL; WILLRETT, ERIN. TOTAL 9,885,773.

VENDOR DISBURSEMENTS OVER 2,500.00: 2010 ENGINEERING GROUP 13,200; RICHARD HOFHERR 4,000; ADVANCED AUTOMATION & CONTROLS 3,590; ADVANCED ROOFING 9,752; AEP ENERGY 260,290; ALL STAR SPORTS INSTRUCTION 17,530; ALLIANT INSURANCE SERVICES 42,337; ALTORFER INDUSTRIES 23,347; AMALGAMATED BANK OF CHICAGO 1,600,419; AMERICAN EXPRESS 1,553; AMERICAN HOIST & MANLIFT 3,484; AMPERAGE ELECTRICAL SUPPLY 30,465; ANTHONY PLACE YORKVILLE 9,310; APPLIED COMMUNICATIONS GROUP 2,719; ARTLIP & SONS 13,109; AT&T MOBILITY 23,754; ATLAS BOBCAT 7,849; AURORA AREA CONVENTION & VISITORS BUREAU 139,704; AXON ENTERPRISE 30,000; B&F CONSTRUCTION CODE SERVICES 64,000; BAKER & TAYLOR 45,329; BATTERY SERVICE CORPORATION 6,377; VERNE HENNE 10,000; BIRCHWOOD RESIDENTIAL 28,175; BLUE CROSS BLUE SHIELD 1,915,637; BRISTOL KENDALL FIRE DEPARTMENT 94,500; UPSTATE WHOLESALE SUPPLY 14,061; BUILDERS PAVING 3,653,699; PEERLESS NETWORK 35,873; CAMBRIA SALES COMPANY 3,180; CECCHIN PLUMBING & HEATING 1,338,814; CENTRAL LIMESTONE COMPANY 6,110; CIVIC PLUS 19,326; CLOVER CONNECT 96,877; COMMONWEALTH EDISON 112,647; CONLEY EXCAVATING 1,653,872; CONSTELLATION TELECOM 7,660; CORE & MAIN 221,584; COX LANDSCAPING 25,653; DOLORES CRUISE 5,270; D CONSTRUCTION 1,369,478; DEARBORN INSURANCE 35,001; DELL MARKETING 32,039; DIRECT ENERGY BUSINESS 170,436; DLK, LLC 170,895; DLL FINANCIAL SERVICES 6,530; DR HORTON 197,250; DYNEGY ENERGY 7,238; EJ EQUIPMENT 45,789; ENCAP 6,650; ENGINEERING ENTERPRISES 4,673,691; EUCLID BEVERAGE 21,595; FIRST NATIONAL BANK OMAHA 1,707,043; FIRST NONPROFIT 7,542; FISERV 9,426; FLEXIBLE BENEFIT SERVICE 6,544; FOX VALLEY TROPHY & AWARDS 8,613; FOX VALLEY SANDBLASTING 9,601; FRANK MARSHALL 20,605; G & L COUNTERTOPS 4,140; GARDINER KOCH & WEISBERG 23,015; GLATFELTER INSURANCE 300,670; GROOT INDUSTRIES 1,728,176; HARI DEVELOPMENT 2,863; HARRIS COMPUTER SYSTEMS 43,000; ROBBIE HART 8,489; HAWKINS 9,808; HI FI EVENTS 10,925; HIGH STAR TRAFFIC 22,874; ILLINOIS EPA 95,030; ILLINOIS GREENHOUSE 37,500; ILLINOIS STATE POLICE 4,190; ILLINOIS PUBLIC RISK FUND 194,839; IMPERIAL INVESTMENTS 24,045; INTERDEV 261,367; J & S CONSTRUCTION 912,044; JIM'S TRUCK INSPECTION 2,914; JOHN DEERE FINANCIAL 4,103; KENCOM PUBLIC SAFETY DISPATCH 196,611; KENDALL COUNTY GIS 6,895; KENDALL COUNTY RECORDER'S OFFICE 6,010; KENDALL COUNTY CHIEFS OF POLICE 2,539; KENDALL CROSSING 91,289; KENDALL COUNTY TREASURER 94,420; KEY GOVERNMENT FINANCE 1,072,008; KLUBER 1,363,384; KONICA MINOLTA 70,987; CULTIVATE POWER 18,761; LANER, MUCHIN, LTD 10,473; LAUTERBACH & AMEN 31,585; LENNAR 172,274; LEXIPOL 4,000; LINDCO EQUIPMENT 1,851,937; LLOYD WARBER 10,410; LRS, LLC 32,717; ME SIMPSON COMPANY 12,709; MAD BOMBER FIREWORKS 48,000; MARCO TECHNOLOGIES 28,124; MARTENSON TURF 19,908; MATHEWSON RIGHT OF WAY 71,323; AIDAN MATSON 2,605; MEADE ELECTRIC 18,768; MECHANICS LAB 55,722; MENARDS

450,454; METRO FIBERNET 9,830; METROPOLITAN INDUSTRIES 15,374; JOHN MEYER 41,221; MIDWEST SALT 163,383; MIDWEST TAPE 5,517; MONROE TRUCK EQUIPMENT 8,786; MORROW BROTHERS FORD, 115,040; MORTON SALT 57,284; MOTOROLA 45,373; MUNICIPAL WELL & PUMP 1,603,486; MWM CONSULTING 6,750; NARVICK BROS LUMBER 13,538; QUADIENT 6,150; NICOR 42,529; NORTHERN CONTRACTING 5,207; NUTOYS LEISURE PRODUCTS 22,062; CYNTHIA O'LEARY 6,978; MARTIN O'LEARY 4,500; O'MALLEY WELDING & FABRICATING 10,037; OAK BROOK MECHANICAL SERVICES 69,291; LOCAL 150 APPRENTICESHIP FUND 4,784; OLD SECOND BANK 852; OSWEGO FIRE PROTECTION DISTRICT 3,289; OTTOSEN DINOLFO 275,954; SHANE PATTON 5,505; PEPSI-COLA GENERAL BOTTLERS 12,303; PERRY WEATHER 35,400; PIZZO & ASSOCIATES 6,590; JACOB PLEVELL 2,500; PORTABLE TANK GROUP 11,650; PRAIRIECAT 17,100; LAMBERT PRINT SOURCE 19,484; RW DEVELOPMENT 4,875; RAGING WAVES 258,037; RAILS 4,921; RALLY HOMES, 265,121; REINDERS 7,443; MARKER 6,038; ROBERT RIETZ 4,122; RIVERVIEW FORD 219,393; RUSH TRUCK CENTER 17,315; RYAN HOMES 261,163; SCIENTEL SOLUTIONS 5,394; SEAL MASTER 12,103; SEBIS DIRECT 7,496; SHEVOKAS EXTERIORS 4,969; SHI INTERNATIONAL 3,505; SPORTSFIELDS 21,072; STEVE PIPER & SONS 13,693; SUBURBAN LABORATORIES 7,531; TCG SOLUTIONS 4,895; TARA EVANS 4,974; BANK OF NEW YORK MELLON 917,543; THE FUN ONES 21,957; SUPERIOR BEVERAGE 4,649; TK ELEVATOR 2,865; TKB ASSOCIATES 3,500; TODAY'S BUSINESS SOLUTIONS 5,733; TRAFFIC CONTROL CORPORATION 18,137; TRICO MECHANICAL 25,758; TSYS PAYMENT SOLUTIONS 28,544; UAP EVENT SERVICES 7,000; UMB BANK 691,046; UNI-MAX 77,998; VERMONT SYSTEMS 42,865; VILLAGE OF OSWEGO 233,756; CHRISTINE VITOSH 9,823; GERALD WASON 3,210; WATER SOLUTIONS UNLIMITED 62,480; WEX BANK 83,866; CATHERINE WILCOX 5,750; WILLIAMS GROUP 13,116; WILLMAN & GROESCH 4,391; WINNINGER EXCAVATING 2,136,606; YORKVILLE BRISTOL SANITARY DISTRICT4,578,383; YORKVILLE EDUCATIONAL FOUNDATION 4,271; YORKVILLE HILL LANDSCAPE 20,000; YORKVILLE CUSD #115 77,792; JESSICA YOUHANAIE 4,043; MARLYS YOUNG 6,970; EXPENSE DISBURSEMENTS UNDER 2,500.00 - 175,818; TOTAL 42,584,603.

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 2025-79

Agenda Item Summary Memo

Title: Clariti Launch Permitting Software Platform Proposal

Meeting and Date: City Council – October 28, 2025

Synopsis: Proposal to purchase a permitting software/workflow platform for the Community Development Department.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

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

Council Action Requested: Vote

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

Agenda Item Notes:

See attached memo.

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: Administration Committee
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Rob Fredrickson, Finance Director
Peter Ratos, Building Code Official
Date: September 26, 2025
Subject: **Clariti Permitting Software Platform Proposal**
Proposed Web-based Permitting & Workflow Platform

Summary

Request authorization for the City to enter into an agreement with Clariti Cloud USA, Inc. to implement the Clariti Launch permitting platform at a first-year cost of $45,000 and an annual subscription of $26,000 thereafter, in order to consolidate and streamline the Community Development Department's planning, building, and permitting operations, improving efficiency, and modernizing the experience for both residents and staff.

Background

The Community Development Department currently relies on multiple disconnected systems and manual processes to manage permitting, inspections, property maintenance, and development applications. These include iWorqs for property maintenance tracking, MSI for permitting and inspections, and paper-based methods for inspection reviews and citations. This fragmented approach can potentially result in inefficiencies, duplicative work, and increased costs.

Clariti Launch, a cloud-based permitting and community development software solution, offers a unified platform to streamline the City's building plan review and permitting workflow, inspection scheduling, property maintenance complaint tracking, and development application processing. Over 2,000 agencies in North America have implemented Clariti Launch to modernize their permitting and development functions.

Clariti Launch Platform

The following points summarize the key capabilities, financial considerations, terms of service, and comparable communities that were evaluated in reviewing the Clariti Launch software:

Key Capabilities

- **End-to-End Workflow Management**: Configurable permitting and inspection workflows that require no coding, allowing staff to adjust processes in-house.
- **Electronic Plan Review**: Built-in integration with ePlanSoft or BlueBeam; compatible with standard PDF redlining.
- **Inspection Scheduling & Mobile Tools**: Applicants can request inspections online; inspectors can complete reviews in the field using the mobile app, with offline functionality.
- **Property Maintenance & Code Enforcement**: Residents can submit complaints online, with cases tracked through configurable workflows and violation notices issued digitally.
- **Development Application Portal**: Online submittal, scheduling, and processing with GIS-based integration, ensuring complete applications are received upfront.
- **Reporting & Dashboards**: Real-time dashboards, map views, and file exports for staff and public transparency.

- **Customer Support & Continuous Updates**: Regular feature updates, community templates, and responsive implementation support.

Financial Considerations

- **Annual Subscription**: $26,000 (years 1–3, with 5% annual increase thereafter).
- **One-Time Implementation Fee**: $19,000.
- **First-Year Total**: $45,000.
- **Offsetting Savings**: $4,750 annual elimination of iWorqs licensing fees, plus staff time savings from reduced paper processing and integrated workflows.
- **Integration**: While MSI will remain in use for financial data, all permitting and inspection processes will move into Clariti, ensuring Finance Department compatibility.

Terms of Service

The proposed contract provides for an initial 36-month term with automatic annual renewals thereafter. Fees are billed annually in advance, with Clariti responsible for hosting, support, and data security. Customer data remains the property of the City, with Clariti retaining rights only to generalized anonymous data for system improvements.

Comparable Communities

As previously mentioned, Clariti Launch (formerly Camino) is utilized by more than 2,000 agencies across North America, including cities such as Albany, NY; Placerville, CA; Mineral Well, TX; South Burlington, VT; Tredyffrin Township, PA. The links provided to each of the communities listed will allow the Committee to navigate as a "guest" to review a few of Clariti's customer web portals to see how similar sized municipalities have implemented the system to streamline their operations.

Implementation Process

Implementation of Clariti Launch is expected to take approximately 8–12 months. All implementation processes will be managed in-house by Clariti's team, consisting of weekly sit-down meetings with Community Development staff. Clariti will be responsible for building out templates and importing initial data. Staff training is included, and all future updates to the system will be completed overnight to avoid disruptions to daily work. Clariti uses Amazon Web Services for hosting, ensuring unlimited storage capacity. The platform also provides unlimited user licenses and requires no separate module purchases for additional services.

Clariti has built integrations with several electronic payment providers. Two (2) providers are offered at no additional cost the City. However, with all electronic payment providers, a convenience fee is applied per transaction. Should the City choose to allow online payment, the convenience fees would be invoiced to the City monthly which is consistent with current practices. Currently, building permit credit card processing fees are absorbed the City which is estimated at $9,700 annually based on prior years' building permit payment volumes.

Staff Comments & Recommendation

The Community Development Department recommends that the City Council approve the purchase of Clariti Launch permitting software. This platform will consolidate permitting, inspections, property maintenance, and development application functions into a single web-based system,

eliminating duplicative programs and paper-based processes. By streamlining operations, Clariti will improve efficiency, accuracy, and transparency in permitting and code enforcement, while also providing long-term savings and reducing staff workload. Importantly, it will enhance customer service by offering residents and businesses clear, user-friendly online access to permitting and development services.

All Community Development Department staff have previewed and demoed the Clariti Launch software and find its ease of use, sophisticated web-based interface, and seamless integration capabilities with GIS and MSI particularly effective. The software is also designed to integrate with the City's future ERP system, further strengthening its value as a long-term solution.

In addition, staff contacted approximately nine (9) communities of varying sizes and demographics that currently use Clariti to gather feedback on their experience with the product and company. Input was requested in the following areas: (1) service and support, (2) functionality and user experience, (3) implementation process, (4) integration and workflow, and (5) overall value and outcomes. The attached are the responses received to date. Overall, the comments were generally positive regarding the product and complimentary of the service provided.

Based on these advantages, the City Attorney's review of the contract, feedback from current customers, and the ability of Clariti to integrate with MSI and meet the City's needs, staff recommends moving forward with approval and waiving competitive bidding for this service due to these unique factors.

Attachments

1. Draft Resolution
2. Draft Clariti Customer Terms of Service Agreement
3. Clariti – Yorkville, IL Proposal dated 7-17-25
4. About Clariti Launch Brochure
5. Feedback from Current Clients

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN AGREEMENT WITH CLARITI CLOUD USA, INC.

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 Community Development Department (the "CDD") of the City has investigated various cloud base community development software to replace the manual processes currently used by the CDD to manage permitting, inspections, property maintenance and development applications; and

WHEREAS, after a review of possible providers of this type of software, the Director of the CDD has determined that Chariti Cloud USA, Inc. through its Clariti Launch, offers a unified platform which would streamline the City's plan review and permitting workflow, inspection scheduling, property maintenance complaint tracking and development application processing and therefor recommends approval of the Clariti Launch Customer Terms of Service (the "*Agreement*") for a three year term in the form attached hereto for a first year cost of $45,000 and an annual subscription of $26,000; and

WHEREAS, Section 1-7-3 E of the Yorkville Municipal Code permits contracts which by their nature are not adaptable to award by public bidding, such as an agreement for specialized software, may be exempt from public bidding requirements upon 2/3rds vote of the City Council; and

WHEREAS, the Mayor and City Council have reviewed the Agreement as submitted and the recommendation of the CDD Director and believe it is in the best interest to approve the Agreement and waive the requirements for competitive bidding as hereinafter provided.

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

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

Section 2. The Corporate Authorities hereby waive the bidding requirements of the City's Municipal Code pursuant to the foregoing recitals.

Section 3. In consideration of the foregoing recitals, the Clariti Launch Terms of Service pursuant to the Agreement with Chariti Cloud USA, Inc. in the form attached hereto is hereby approved and the Mayor and City Clerk are authorized to execute.

Section 4. 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

CLARITI LAUNCH

CUSTOMER TERMS OF SERVICE

THE CUSTOMER ACKNOWLEDGES AND AGREES THAT BY USING OR OTHERWISE ACCESSING A CLARITI SOLUTION OR ANY OTHER SERVICES, THE CUSTOMER AGREES TO BE BOUND BY THESE CUSTOMER TERMS OF SERVICE.

IF THE CUSTOMER DOES NOT AGREE WITH THESE TERMS OR DOES NOT WANT THEM TO BIND THE CUSTOMER, CUSTOMER SHOULD RETURN ALL CLARITI SOLUTIONS AND RELATED SOFTWARE TO CLARITI CLOUD USA, INC. OR ITS AUTHORIZED DESIGNEE WITHOUT INSTALLING, USING OR OTHERWISE ACCESSING IT.

These Customer Terms of Service (including any policies, documents, or other agreements incorporated by reference herein, each as amended, restated, modified, supplemented, or replaced from time to time by CLARITI upon notice to the Customer, collectively, the "Agreement") set forth the terms and conditions applicable to the access to or licensing of the SAAS Services from CLARITI CLOUD USA, INC., of 2261 Market Street #4302 San Francisco, CA 94114 ("CLARITI") by the party subscribing to the SAAS Services for use thereof (the "Customer"). Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings set out in Section 14.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including Customer's access to and use of any CLARITI Solution, the parties agree as follows:

1. INTRODUCTION

1.1 QUOTE. CLARITI owns or otherwise has the rights to operate the CLARITI Solutions (as defined herein), being proprietary, web-based software solutions that improve customer experience for permit and licensing processes, made available by or through CLARIT as CLARITI Launch™ or CLARITI Guide™ (each, a "CLARITI Solution" and collectively, the "CLARITI Solutions"). Unless otherwise agreed to in writing by CLARITI, the details of the applicable CLARITI Solution purchased by Customer and relating to Customer's access to and use thereof will be specified in the quote provided by Clariti or an authorized designee of Clariti (each, an "Authorized Designee") to, or on behalf of, or for the benefit of, the Customer (as amended, restated, modified, supplemented, or replaced by Clariti from time to time, individually and collectively, the "Quote"), which Quote is governed by and forms part of this Agreement.

2. TERM AND SERVICES

2.1 Term of Agreement. Unless terminated earlier by either party pursuant to this Agreement, the initial Term of this Agreement will commence on the Effective Date, and will remain in effect for a period of thirty-six (36) months unless otherwise outlined in the Quote (the "Initial Term"). This Agreement will automatically renew for additional one (1) year periods (each a "Renewal Term"), on terms and conditions substantially similar to those provided herein, unless: (a) expressly stated otherwise in the Quote or a Change Order (as

herein defined); (b) terminated earlier pursuant to this Agreement; or (c) either party gives notice to the other party, by no later than ninety (120) days before the end of the Initial Term or the then-current Renewal Term, of (i) non-renewal or (ii) its desire to amend, modify, supplement, or otherwise change any terms or conditions of the Agreement then in effect, which must be mutually consented and agreed to by the other party prior to the end of such period. Collectively, the Initial Term and all Renewal Terms are referred to collectively as the "Term". Any Customer request for changes to the quantity of Services then applicable must be submitted at least thirty (30) days before renewal and documented via Change Order.

2.2 SAAS Services. Subject to the terms and conditions of this Agreement, CLARITI will use commercially reasonable efforts to provide the following services (collectively, the "SAAS Services") to the Customer during the Term:

2.2.1.1 the applicable CLARITI Solution specified in a valid and subsisting Quote;

2.2.1.2 the applicable Support Services (as defined herein); and

2.2.1.3 the applicable Implementation Services (as defined herein).

2.3 Implementation Services and Training. Subject to the terms and conditions of this Agreement, CLARITI will use commercially reasonable efforts to provide the Customer with implementation related services and any applicable training with respect thereto (collectively, the "Implementation Services") to the extent of, and subject to the additional terms and conditions expressly set out in, Clariti's standard form of statement of work entered into between the Parties from time to time (each, a "SOW"). Clariti may from time to time engage third parties (each a "Subcontractor"), such as independent contractors, affiliates, service providers, licensees and agents, to perform any part of the Implementation Services. Clariti will: (a) remain directly responsible to the Customer for the acts or omissions of each Subcontractor in connection with the performance of any subcontracted Implementation Services; and (b) ensure that each Subcontractor is bound in writing to terms equally as protective of the Customer and Customer's Data as the terms and conditions of this Agreement.

2.4 Changes to Services. The Customer may request, and Clariti may in its discretion provide, an upgrade or downgrade in the level of Services or part thereof, and the applicable Services may be amended, modified or supplemented pursuant to such request with mutual consent and in a written form satisfactory to Clariti (a "Change Order"). Change Orders may require changes in the applicable fees payable by the Customer, and any such changes will be specified in the Change Order and payable by the Customer in accordance with the terms of the Change Order or if not provided, in accordance with the terms hereof and the Quote. Notwithstanding anything in this Agreement Clariti may in its discretion change the Services from time to time, provided such any such change does not diminish the functionality of the Services on which the Customer materially relies.

2.5 Support Services. CLARITI shall, to the extent specified in the Quote, a SOW, or a Change Order, as the case may be, provide the applicable support services described therein to Customer regarding the use and operation of the applicable CLARITI Solution that was configured or developed by CLARITI pursuant to this Agreement (collectively, "Support Services"). The applicable level of Support Services as well as the additional terms and

conditions related thereto including, but not limited to, the support service hours and availability, service levels targets and severity levels, are detailed in CLARITI customer service terms (as amended, restated, modified, supplemented, or replaced from time to time, the "Clariti Customer Service Terms"), a copy of which shall be provided to and accepted by the Customer, if applicable.

2.6 Dependencies. Customer understands that Clariti's performance of the SAAS Services (or part thereof) depends on Customer timely providing Clariti with relevant data, feedback and configuration assistance. Any dates or time periods relevant to Clariti's performance of its obligations hereunder or pursuant hereto will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. CLARITI shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

3. FEES AND PAYMENT TERMS

3.1 SAAS Fees. The Customer will pay to CLARITI the fees for the SAAS Services (the "SAAS Fees") upfront annually and in advance for each year during the Term of this Agreement, in accordance with the payment instructions detailed in the Quote, applicable SOW or Change Order, as the case may be. Unless otherwise expressly provided in the Quote, applicable SOW or Change Order, any SAAS Services added during a billing period will be subject to payment of SAAS Fees for a minimum of 12 months. All SAAS Fees will be based upon the total quantity of SAAS Services specified in the Quote, applicable SOW or Change Order, as the case may be, whether or not the corresponding SAAS Services are actively used during the billing period. For certainty, workflows and configurations that go beyond the CLARITI Solution's "out of the box" capabilities are excluded from the amount quoted in respect of the SAAS Fees unless otherwise specifically stated to the contrary. SAAS Fees payable under this Agreement are: (i) non-refundable; and (ii) exclusive of any and all taxes, withholdings and other levies and imposts applicable thereon ("Taxes"), and such Taxes will be invoiced together with the SAAS Fees, unless Customer is exempt from such Taxes. Unless otherwise expressly set out in the Quote, the applicable SOW or a Change Order, as the case may be, all invoices for the SAAS Services are payable thirty (30) days after the invoice date. Clariti reserves the right to change the SAAS Fees with respect to existing service levels or otherwise on the basis of increased functionality or other improvements to the Services, on an annual basis, at the end of the Initial Term or the then-current Renewal Term, upon at least thirty (30) days prior written notice to Customer (which may be sent by email).

3.2 Implementation Service Fees. The Customer shall pay to CLARITI the Implementation Services fees and any other charges with respect to the Implementation Services in the amounts, at the times and according to the terms set out in the Quote, applicable SOW, or Change Order, as the case may be, or as otherwise specified in writing by Clariti from time to time (collectively, the "Implementation Service Fees"). All Implementation Service Fees payable under or pursuant to this Agreement are exclusive of any and all Taxes, and Taxes will be invoiced together with the Fees, unless Customer is exempt from such Taxes. Subject to the Quote, applicable SOW or Change Order, as the case may be, invoices for Implementation Services are payable, without holdback or setoff, immediately upon invoicing, except where such Implementation Service Fees invoiced are disputed by the Customer in good faith. Invoice disputes will not affect the undisputed portions of the Implementation Service Fees payable by the Customer.

3.3 Failure of Payment. Interest will accrue on any amounts overdue and outstanding at a rate of eighteen percent (18%) per annum, calculated daily. Without limiting any other remedy available to Clariti, in the event that any of the Customer's payment obligations are overdue and outstanding, Clariti may, in its discretion: (a) terminate this Agreement immediately upon notice to the Customer; and/or (b) suspend its obligations to the Customer relating to the Services until such time as all amounts due and owing under this Agreement are paid in full.

4. USE OF SAAS SERVICES

4.1 Grant. Subject to the terms and conditions of this Agreement, Clariti hereby grants to the Customer a limited, non-exclusive, non-transferable, non-sub-licensable right to access and use the CLARITI Solution specified in the Quote during the Term for its internal business purposes through its authorized representatives (each a "User") with a valid and subsisting account (each an "Account") and username and password issued by or on behalf of Clariti (collectively, "Codes"). Customer will appoint and authorize one or more Users to appoint other Users and administer Customer's use of the applicable CLARITI Solution. Customer will not authorize more Users than the number of Users specified in the Quote or a Change Order, as applicable. Customer is fully responsible and liable for, and bears all risks relating to, all use of the SAAS Services by Users and all acts or omissions by Users and will ensure that all Users comply with the terms of this Agreement.

4.2 Accounts/Codes. Accounts and Codes are specific to the User for whom they are issued. Customer will ensure that all Users keep their Codes secure and confidential at all times and not permit any other person to use their Account or Codes, and immediately notify Clariti if they suspect that any Account or Code has become known to or used by any unauthorized person. Customer is responsible for the security of Customer Codes and use of Customer Codes and Customer Accounts. If Clariti, in its discretion, considers a Code to be insecure or to have been used inappropriately, then Clariti may immediately cancel the Code without notice to Customer and the affected User. Codes may not prevent unauthorized access to Customer Data or other information that Customer and Users may use in connection with the SAAS Services. Clariti is under no obligation to verify the actual identity or authority of the User of any Codes, Accounts or the SAAS Services, and is not responsible or liable for unauthorized access to the SAAS Services or any unauthorized or alteration, theft or destruction of any information contained therein through accident, fraudulent means or devices, or any other method, unless it is the direct result of Clariti's gross negligence.

4.3 Audit. Clariti may audit use of SAAS Services through any CLARITI Solution.

4.4 Restrictions. Except as expressly permitted by this Agreement, the Customer will not, nor will it allow any User to, directly or indirectly: (a) copy, modify or create derivative works or improvements of the SAAS Services; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the SAAS Services to any person; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the SAAS Services or any part thereof; (d) bypass or breach any security measures used by the SAAS Services; (e) input, upload, transmit or otherwise provide to or through the SAAS Services any information or materials that are unlawful or injurious, or contain, transmit or activate any virus, trojan horse, worm, backdoor, malware or other malicious computer code; (f) transmit, or otherwise export the SAAS Services or underlying information or technology; (g) damage, destroy, disrupt, disable,

impair, interfere with or otherwise impede or harm in any manner the SAAS Services; (h) remove, delete, alter or obscure any trade-marks, specifications, warranties or disclaimers, or any copyright, trade-mark, patent or other intellectual property or proprietary rights notices from the SAAS Services; (i) provide any usernames, passwords or other information which would permit access to the SAAS Services to any person who does not have authorized access from Clariti; (j) use the SAAS Services other than in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions or spam compliance laws); (k) to interfere with or disrupt the integrity or performance of the SAAS Services or the data contained therein; or (l) otherwise access or use the SAAS Services beyond the scope of the authorization expressly granted in this Agreement.

4.5 Customer Systems. Customer shall be responsible for obtaining and maintaining the Customer Systems and any other equipment and other services needed to connect to, access or otherwise use the SAAS Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the SAAS Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

5. PROPRIETARY RIGHTS

5.1 Rights Reserved. CLARITI is and will remain the sole and exclusive owner of, and retains all Intellectual Property Rights in, the Services, each CLARITI Solution and the CLARITI Marks, including without limitation any updates, modifications, customizations or derivative works thereof. Except for the rights and licenses expressly granted in this Agreement, neither party grants to the other party any Intellectual Property Rights under this Agreement, and all such rights, title and interests are hereby retained and reserved.

5.2 Feedback. The Customer hereby grants to Clariti a worldwide, royalty-free, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by the Customer or its Users relating to the Services. For certainty, Clariti will have no obligation to modify the Services to implement any suggestions, recommendations or other feedback provided by the Customer or its Users. Furthermore, for the purposes of improving any CLARITI Solution, Customer will make available to Clariti's authorized representatives the personnel from the Customer's leadership, IT, and user groups at Clariti's request with reasonable notice to provide feedback on the Services in the form of surveys, phone calls, video and face to face meetings.

6. CONFIDENTIALITY

6.1 Obligation. Receiving Party hereby acknowledges that the Disclosing Party's Confidential Information is an asset of considerable value, the unauthorized use or disclosure of which would be damaging. Receiving Party will, during and subsequent to the Term: (a) keep the Confidential Information of the Disclosing Party confidential and use such Confidential Information solely for the purposes of exercising its rights and performing its obligations under this Agreement; (b) not directly, or indirectly, without authorization from the Disclosing Party reveal, report, publish, disclose or transfer such Confidential Information to any third party; (c) utilize procedures constituting a high degree of care to maintain the security of such Confidential Information and in no event less than a reasonable standard of care under the circumstances; and (d) disclose such Confidential Information to

its employees and contractors, solely on a need-to-know basis as reasonably required under this Agreement, provided that, any access or disclosure to the Disclosing Party's Confidential Information that is granted by the Receiving Party to its employees and contractors will first require the Receiving Party to enter into a written agreement with each such employee and contractor that contains confidentiality and non-use obligations that are at least as protective as the provisions hereof. For certainty, and notwithstanding the foregoing, Customer acknowledges and agrees that Clariti may disclose Customer's Confidential Information solely to the extent necessary to provide the Services in accordance with this Agreement.

6.2 Legal Disclosure. If a Receiving Party is required by law or court order to disclose any Confidential Information of the Disclosing Party, such Receiving Party will: (a) first notify the Disclosing Party of same in writing and without delay; and (b) cooperate with the Disclosing Party, and use its own best efforts, to limit any such disclosure to the minimum disclosure necessary to comply with such law or court order.

6.3 Return of Confidential Information. Subject to the terms of this Agreement, Receiving Party will return or irretrievably destroy the Confidential Information of the Disclosing Party within thirty (30) days after such request from the Disclosing Party. If requested by the Disclosing Party, the Receiving Party will provide a statutory declaration certifying the return or destruction (as applicable) within five (5) days thereafter.

6.4 Injunctive Relief. Each party acknowledges and agrees that should it breach its obligations of non-disclosure under this Section 6, the other party may suffer harm which may not be adequately compensated by monetary damages. In such event, the non-breaching party may, in addition to any other remedy available in law or equity, seek specific performance and injunctive or other equitable relief without bond or proof of damages.

7. CUSTOMER DATA

7.1 Ownership of Customer Data. As between Clariti and the Customer, the Customer is and will remain the sole and exclusive owner of all Customer Data.

7.2 Consent and License of Customer Data. The Services may require that Clariti access, use, process and transmit Customer Data, and certain Services or additional functionalities may result in Customer Data being transmitted from a CLARITI Solution to other computer systems. Customer authorizes and consents to such use of Customer Data by Clariti, and hereby grants to Clariti a non-exclusive, royalty free, world-wide right and license during the Term to access, copy, process and otherwise use Customer Data as may be required to provide and improve the Services, perform Clariti's obligations under this Agreement or to create Anonymized Data. For certainty, Clariti will be the sole and exclusive owner of all Anonymized Data.

7.3 Customer Data Disclaimer. Customer Data will be disclosed to Subcontractors of Customer as a result of the Customer's use of the Services. Except as otherwise provided in this Agreement, Clariti makes no representation, warranty, condition or guarantee of any nature or kind whatsoever, whether express, implied or statutory, or arising from custom or trade usage or by any course of dealing or course of performance, regarding Customer Data, and disclaims any and all responsibility and liability for Customer Data to the fullest extent permitted by law.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Customer. Customer represents, warrants and covenants to Clariti that now and at all times during the Term: (a) Customer has the right, power, capacity and authority to enter into and perform its obligations under this Agreement and to grant the licenses, authorizations and permissions set forth in this Agreement; (b) the Customer will ensure that it has obtained all necessary consents relating to Customer Data prior to making any such data available under this Agreement; (c) the provision of any Customer Data to Clariti and the use of such Customer Data by Clariti for the purposes described in this Agreement does not and will not violate or infringe the rights of any person; (d) all information provided by Customer to Clariti in the Quote or Change Order is true, accurate, current, and complete; and (e) the Customer will have sole responsibility for connectivity between the Customer Systems and the internet and the security of the Customer's link to the Services.

8.2 Clariti. Clariti represents, warrants and covenants to Customer that now and at all times during the Term: (a) Clariti has the corporate power, capacity and authority to enter into this Agreement, and (b) the CLARITI Solution specified in the Quote will not infringe, or constitute an infringement or misappropriation of, any Intellectual Property Rights of any third party. Clariti warrants to Customer that it will provide the Support Services to repair any functionality that was configured or developed by Clariti pursuant to this Agreement and that has unexpectedly stopped working, all in accordance with the applicable Clariti Customer Service Terms provided that: (i) defects in functionality can only be diagnosed by Clariti; (ii) Clariti is not required to repair any configuration or development performed by a non-Clariti entity and any functionality related to non-Clariti payment processing (iii) the Customer is up to date on the latest Clariti managed package release updates; (iv) the Customer is currently in an active Term and paying for all Services; and (v) Customer agrees (A) that their technical staff or system integrator staff are responsible for performing appropriate due diligence and testing of new Clariti releases in a sandbox or pre-production environment prior to deploying these releases to the production environment, and (B) Clariti is not required to repair issues that arise due to not performing appropriate due diligence and testing.

9. TERMINATION AND SUSPENSION

9.1 Termination for Cause. Either party may terminate this Agreement immediately upon notice if the other party fails to correct a material breach of its obligations under this Agreement within thirty (30) days (ten (10) days, in the case of non-payment) after receipt by such other party of written notification from the notifying party of such material breach.

9.2 Effect of Termination. Upon termination or expiry of this Agreement for any reason pursuant to this Agreement: (a) all SOWs and each Change Order in effect will immediately terminate; (b) Clariti will deliver to the Customer a final statement of account and/or invoice for fees and charges accrued up to and including the date of termination or expiry, and Customer will promptly pay all such outstanding fees and charges; and (c) any provision of this Agreement that imposes an obligation after termination or expiry of this Agreement will survive such termination or expiry, including without limitation, Sections: 3, 4, 5, 6, and 9.2, and 10 – 13 (inclusive).

9.3 Suspension of Services. Clariti may suspend, terminate or limit, in Clariti's discretion, Customer's (or any of its Users') access to or use of the Services, or any part of it, with

reasonable notice in order to: (a) prevent damage to, or degradation of the integrity of, Clariti Systems or Customer Systems; or (b) comply with any law, regulation, court order or other governmental request or order. Clariti will use commercially reasonable efforts to notify Customer of any such limitation, suspension or termination action as soon as reasonably practicable. In the event of a limitation or suspension, Clariti will restore Customer's access to the Services when Clariti determines the event has been resolved. Nothing in this Agreement will limit Clariti's right to take any action or invoke remedies or will act as a waiver of Clariti's rights in any way with respect to any of the foregoing activities. Unless found to be done in bad faith, no such suspension will be a breach of this Agreement by Clariti, entitle Customer to a refund or suspension of fees, or give rise to any liability by Clariti to Customer or any other person.

10. INDEMNITY

10.1 Customer. Customer will defend, indemnify, and save and hold harmless Clariti and its directors, officers, and personnel from and against all third-party claims, demands, actions, causes of action, damage, loss, suits, proceedings, costs, liabilities, expenses and charges arising from, connected with, or relating to: negligence, willful misconduct or breach of this Agreement by Customer or any other person for whom Customer is under this Agreement or in law responsible. Customer will assist and co-operate as fully as reasonably required by Clariti in the defence of all third-party claims and third-party proceedings.

10.2 Clariti. Clariti will defend, indemnify, and save and hold harmless Customer and its personnel and representatives from and against all third-party claims, demands, actions, causes of action, damage, loss, suits, proceedings, costs, liabilities, expenses and charges arising from, connected with, or relating to: (a) any actual gross negligence, willful misconduct or material breach of this Agreement by Clariti or any other person for whom Clariti is under this Agreement or in law responsible; or (b) allegations that the applicable CLARITI Solution infringe or misappropriate any United States or Canadian Intellectual Property Rights of a third-party, except to the extent resulting from (i) Customer's modification of the Services, or combination by Customer of the Services with other third-party products or services, if the Services would not have been infringing but for such modification or combination, (ii) Customer's use of the Services in a manner not authorized herein or for which it was not designed, (iii) Customer's failure to use an updated, non-infringing version of the applicable intellectual property to the extent Customer was notified that the update cured an infringement, or (iv) changes to the Services made by Clariti at the direction of the Customer. Clariti will assist and co-operate as fully as reasonably required by Customer in the defence of all third-party claims and third-party proceedings.

10.3 Possible Infringement. If Clariti becomes aware of an allegation that the Services infringe a third party's Intellectual Property Rights, then Clariti may: (a) obtain the right for the Customer, at Clariti's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement for the Services to the Customer; or (c) modify the Services so that they no longer infringe such third party's Intellectual Property Rights.

11. DISCLAIMER

(A) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS AGREEMENT, THE SERVICES AND EACH CLARITI SOLUTION ARE PROVIDED "AS-IS", AND CLARITI HEREBY DISCLAIMS ANY AND ALL GUARANTEES, REPRESENTATIONS, CONDITIONS AND WARRANTIES REGARDING THE SERVICES AND EACH CLARITI SOLUTION, WHETHER IMPLIED OR STATUTORY, ORAL OR OTHERWISE, ARISING UNDER ANY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY GUARANTEES, REPRESENTATIONS, CONDITIONS AND WARRANTIES WITH RESPECT TO ACCURACY; CAPACITY; COMPLETENESS; DELAYS; DURABILITY; SECURITY; FITNESS FOR A PARTICULAR PURPOSE; LACK OF VIRUSES OR OTHER HARMFUL COMPONENT, ERRORS, INTERRUPTED SERVICE; MERCHANTABILITY; NON-INFRINGEMENT; PERFORMANCE; QUALITY; RESULTS; SUITABILITY; TIMELINESS; TITLE; OR WORKMANLIKE EFFORT. THE SERVICES MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND CLARITI'S CONTROL. SECURITY AND PRIVACY RISKS CANNOT BE ELIMINATED. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ACCESS AND USE OF THE SERVICES IS AT THE CUSTOMER'S SOLE RISK.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CLARITI HEREBY DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE IN CONNECTION WITH THIRD-PARTY SOFTWARE OR MATERIALS AND THEIR USE OR INCLUSION IN OR WITH THE SERVICES.

(B) THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

12. LIABILITY LIMITATION

(C) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CLARITI'S MAXIMUM LIABILITY TO THE CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT OF SAAS FEES PAID BY THE CUSTOMER TO CLARITI DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(D) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CLARITI WILL NOT BE LIABLE FOR ANY MATTER BEYOND ITS REASONABLE CONTROL OR FOR ANY PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, or PROFITS).

(E) THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

13. GENERAL

13.1 Entire Agreement. This Agreement, which includes: (a) the Quote; (b) any Change Order, as applicable; (c) any SOW, as applicable; and the Clariti Customer Services Terms, as applicable, constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous

agreement. Unless otherwise expressly provided by this Agreement, to the extent of any conflict, the following order of precedence will apply: (1) this Agreement; (2) a Change Order; (3) a SOW; (4) the applicable Clariti Customer Service Terms, and (4) the Quote.

13.2 Interpretation. Headings in this Agreement are for convenience of reference only. Any rules of construction relating to interpretation against the drafter of an agreement will not apply to this Agreement. The word "including" (or includes) and words to the same or similar effect will be interpreted to mean "including without limitation" (or includes without limitation). Words importing the singular number only include the plural and vice versa. Words importing either gender include both genders. Except as expressly set forth in this Agreement, the parties' respective rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies to which the parties may be lawfully entitled under this Agreement or at law or equity, and the parties will be entitled to pursue all of their respective rights and remedies concurrently, consecutively and alternatively.

13.3 Assignment and Enurement. Customer may not assign this Agreement without Clariti's prior written consent, which consent may be withheld in Clariti's discretion. Clariti may assign all or any portion of its rights and interests under the Agreement in its discretion without consent of the Customer. Users are not parties to or beneficiaries of this Agreement. The provisions of this Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

13.4 Publicity. Clariti may reference Customer in Clariti's advertising and promotional activities and materials and may list Customer in any listing or directory of Clariti customers. Upon request by Clariti, Customer may, but will have no obligation to, provide Clariti with Customer's trademark or logos for use in such promotional materials, lists and directories.

13.5 Waiver and Amendment. Except as expressly provided herein, no modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by the parties hereto. No failure or delay by a party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, will operate as a waiver of any such right, power or remedy.

13.6 Governing Law. If the Customer's address provided in the signature block of this Agreement is: (a) in Canada or the United States, then this Agreement will be governed by the laws of the Customer's province or state and the federal laws applicable therein, and the parties will exclusively submit to such jurisdiction; and (b) outside of Canada and the United States, then this Agreement will be governed by the laws of the province of British Columbia and the federal laws of Canada applicable therein, and the parties will exclusively submit to the jurisdiction of British Columbia. Notwithstanding the foregoing, each party will be entitled to seek injunctive or other equitable relief in any jurisdiction with a reasonable connection to the subject matter of this Agreement.

13.7 Force Majeure. Notwithstanding any other provision of this Agreement, Clariti will not be liable to Customer for any delay in performing or failure to perform any of its obligations under this Agreement to the extent performance is delayed or prevented due to any cause or causes that are beyond Clariti's reasonable control. Any delay or failure of this kind will not be deemed to be a breach of this Agreement by Clariti, and the time for Clariti's performance of the affected obligation will be extended by a period that is reasonable in the circumstances.

13.8 Notices. Clariti may deliver Quotes, Change Orders, invoices and other notices to Customer by email, facsimile, or delivery to the addresses on record in Clariti's Customer file. Customer will give all notices to Clariti under this Agreement in writing delivered by courier, by email, or by facsimile transmission to Clariti's current address for delivery specified on in the signature block of this Agreement, as may be updated from time to time with notice.

13.9 Currency. All monetary amounts under this Agreement are in the currency of the United States, except where expressly provided otherwise.

13.10 Independent Contractors. The parties are independent contractors. Neither party will be deemed to be an employee, agent, partner, joint venturer or legal representative of the other for any purpose and neither party will have any right, power or authority to create any obligation or responsibility on behalf of the other.

13.11 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

13.12 Counterparts. This Agreement may be executed electronically and in two or more counterparts, all of which, taken together, will be regarded as one and the same instrument.

14. DEFINITIONS

(a) "Anonymized Data" means Customer Data which has been stripped, manipulated or combined to provide generalized anonymous information that cannot be reverse-engineered to identify the Customer or identify an individual.

(b) "Clariti Marks" means Clariti, Clariti Cloud USA, Inc., Clariti Cloud Inc., Clariti Launch, Clariti Guide, and related logos and marks of Clariti.

(c) "Clariti Systems" means the information technology infrastructure used by or on behalf of Clariti in performing the Services, including all computers, software, hardware, databases, electronic systems and networks.

(d) "Confidential Information" means information that is not generally known to the public or that otherwise constitutes a trade secret under applicable law, including without limitation, technical information, know-how, technology, software applications and code, prototypes, ideas, inventions, methods, improvements, data, files, information relating to customer identities and other customer information; provided that, Confidential Information does not include any of the foregoing information that Receiving Party can demonstrate: (i) has entered into the public domain through no wrongful act or breach of any obligation of confidentiality by the Receiving Party; (ii) was in the lawful knowledge and possession of, or was independently developed by, the Receiving Party prior to the time it was disclosed to, or learned by, the Receiving Party hereunder as evidenced by written records; (iii) was rightfully received by Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (iv) was approved in writing for release by the Disclosing Party. Confidential Information includes such information that was disclosed by the Disclosing Party to the Receiving Party before this Agreement.

(e) “Customer Data” means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly, from the Customer or a User by or through the Services including, without limitation, any Personal Information.

(f) “Customer Systems” means Customer’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), networks and internet connectivity.

(g) “Disclosing Party” means the party who discloses or otherwise divulges Confidential Information to the other party.

(h) “Intellectual Property Rights” means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of publicity and similar rights of any type, continuations, or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory, or judicial authority.

(i) “Personal Information” means information about an identifiable individual within the meaning of the Personal Information Protection Act (British Columbia).

(j) “Receiving Party” means the party who receives or otherwise obtains Confidential Information from the Disclosing Party or from the Disclosing Party’s employees, agents, representatives, consultants, customers, contractors or suppliers.

(k) “Services” means, collectively, the SAAS Services including the Implementation Services, and Support Services, as applicable, and any part thereof.

***

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have duly executed this Agreement.

CLARITI CLOUD USA, INC.	
By	_____ Authorized Signatory Date _____ Name Title _____ Email for Notice:

CUSTOMER: CITY OF YORKVILLE		
By	_____ Authorized Signatory Date _____ Name Title	
Customer's Address	Mailing Address: City of Yorkville 651 Prairie Pointe Drive Yorkville, IL 60560	
	Email	

Clariti

Proposal for

the City of Yorkville, IL

Date prepared: July 17, 2025

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Executive Summary

Clariti Cloud is a leader in Community Development, specializing in technology for the public sector. Our focus is on creating intelligent solutions easily adaptable to evolving customer expectations and enhancing the citizen experience. We recognize that customers need flexible, transparent, and user-friendly solutions that will grow with them. Nearly 2,000 agencies have implemented Clariti's Launch solution.

In 2015, the team at Camino, now Clariti Launch, surveyed available permitting technology solutions and found that while many permit management systems existed, few offered user-friendly online portals for citizens. The ones that did were non-intuitive and did not help applicants navigate the complex permitting process. Additionally, many agencies struggle to manage the high volume of inquiries at their permit centers. Camino developed a configurable SaaS Permit and Licensing System in response to this need. In May 2023, Camino merged with Clariti Cloud, combining our Community Development expertise to deliver effective GovTech solutions across Canada and the United States.

The Clariti Launch Solution

The Clariti Launch solution is a scalable SaaS platform that helps applicants understand project rules and permitting requirements. It requires no customization or complex coding, giving Yorkville greater control and minimizing reliance on external support. It is fast and secure and features a user-friendly workflow engine and an incredibly flexible back-end configuration engine.

A Guide through the Process

Applicants start with Launch's Guide to get online answers to their questions BEFORE they are ready to apply for a permit. The Guide uses Yorkville's GIS layers to identify zoning restrictions and customize the requirements of each "Guide" based on each unique situation (like construction in a flood zone, historic district, or work that is not properly zoned for their property). Launch's Intelligent Guide presents only the forms, fees, and documents required for their unique project, for when (or if) the applicant is ready to apply for a permit.

The Guide's functionality can be easily configured to reflect changes in processes and regulations. It can also be modified for new permits and licenses, such as:

- Business License Guides;
- Special Event Guides; and
- Planning and Zoning Guides.

Communicating the way ahead

Is the permit department receiving many calls from applicants inquiring about the permit process or the status of their existing permits? Our internal chat function intelligently directs applicants' questions to the appropriate team. An individual or a group in that department will receive an email with the question and can continue the conversation by email. Each conversation is stored with the application and can be shared with others and used as a backup if needed. The system

also emails applicants with notifications of changes in their permit status or any requests for changes from Yorkville. The email includes a link to the application, so applicants can view updates and make changes without needing to call for assistance.

Workflows change, no problem

Launch has an advanced workflow engine, allowing employees to quickly build and modify complex workflows. This puts the power of the system in Yorkville's hands rather than IT consultants or coders to make changes for you.

Ease of Use

Launch was built from the ground up to be easy to use, as it does not include coding. This functionality is essential for government organizations because it allows non-technical people (with the correct access) to add or modify their existing processes, workflows, and guide steps. Once an individual understands the basic logic of the solution, it is easy to use.

Continued Innovation

Unlike older permitting systems that are in maintenance mode, Launch continues to innovate and add additional features and functionality. While there is a development plan for future innovation, we also listen to our customers' needs and ideas to create new functionality that all our customers benefit from. Launch releases updates quarterly and sometimes monthly.

Community Templates

Community Templates are included free of charge for all Clariti Launch customers. Built using industry best practices, you can:

- Access permit and submission types that align with state and national building standards.
- Easily align with other cities with similar planning and zoning ordinances.
- Less time spent documenting and building workflows in your implementation.
- Access post-live to Community Templates.

Launch Solution Capabilities

Permit System Functionality

The Launch team believes complex processes can be transparent, approachable, and intuitive. Permitting can be very confusing and complicated for the average resident without a background in construction. In building Launch's permit system, we saw that gathering data BEFORE the permit process began was a manual process filled with static checklists that did not apply to each situation, and a webpage filled with documents and building codes that did not apply to everyone.

The Launch team developed our Guide functionality as the cornerstone of our system. The Guide is a stand-alone feature that many cities and counties use, even with different permit systems. It

allows them to provide applicants with an online tool to create customized guides that answer their questions about the requirements and processes involved in applying for a permit. These Guide-only users include Fairfax County, VA; Charles County, MD; and Memphis, TN.

The Launch Guide asks easy questions that your residents can answer. It utilizes your GIS information on the backend to identify potential zoning restrictions (e.g., in a flood zone, in a historical zone, or in an area not zoned for the work they are considering). It does not require the applicant to know if their property is in a flood zone or is not zoned for multifamily homes. The system will find that out for them. With this information, Launch can give the potential applicant a customized Guide with only the information pertinent to their project and the specific zoning of their property.

The Guide will identify the forms to be completed, the documents to be uploaded, and the fees to be paid. It will also determine if multiple permits are needed and ensure all the information is provided to the potential applicant. If the applicant is not ready to apply, they can use this information to understand what will be required and how much it will cost. When (or if) they are ready to apply, they can log back in and complete the steps.

Launch allows Yorkville to identify mandatory items that must be included in the application. This could include specific fields in each form, documents to be downloaded, or ensuring all the fees are paid. Once the mandatory fields are completed, the application will be electronically submitted as a complete package. This approach ensures you do not receive incomplete applications that require you to chase the applicant for the missing information.

Yorkville will be alerted when the new application is submitted. You can review it and communicate with the applicant (using Launch) if the documents are incorrect or if you need additional clarification on their answers. The applicant will receive an email notifying them of your request for changes. This email will contain a link that directs them back to their application in Launch, allowing them to make the changes and resubmit their application.

Once the required information is uploaded, the application's status changes, and the review begins. Launch’s workflow engine makes setting up the status workflow easy. Yorkville can easily create multiple workflows for different types of permits, and each status includes unique steps in the approval process.

Yorkville employees or groups involved in the review process will receive an email alert about their tasks. They then go into Launch to see a list of the tasks they must complete and their due dates. As reviews are completed and the process transitions to a new status, the applicant is continually updated with emails. They will be linked back to Launch, where they can view the latest activity on their permit so that they do not have to call for updates.

When the building permit is assigned and the work is completed, the applicant can go into Launch to request a day and time frame for an inspection. The inspection team will be alerted to the

request, assign an inspector, and set a specific time for the inspection. The applicant will receive an email about the scheduled inspection.

Launch is very configurable. All the functionalities used to generate a building permit can be utilized to apply for a business license or special events permit, enter a code enforcement violation, apply for a planning permit, etc. Launch's rules engine does not require coding and can be added to or modified by individuals in Yorkville without requiring IT experience. This makes it easy to create a new permit or license process or edit existing ones without outside assistance.

Launch's Permit Guide

Launch's Permit Guide is a web-based solution that allows home and business owners to navigate the complexities of acquiring a building permit. The Permit Guide is a virtual 'pre-meeting' every applicant can complete before contacting Yorkville. After first answering a series of questions about their project (e.g., "How large is your swimming pool?", "How high is your deck?"), applicants automatically receive a customized guide containing their timeline, fees, and required steps for successful project completion. The Permit Guide will also be integrated with existing GIS systems to let the applicant know whether their project is affected by unique factors such as a flood or fire zone.

The Guide is user-friendly. It provides an intuitive interface that walks users through the permitting, licensing, event, or planning process. The user experience is accessible for everyone, as the Permit Guide features clear icons and simple questions to guide users through what can otherwise be a complex process. The platform can effectively eliminate the need for an in-person application meeting, conserving valuable time and resources. The Permit Guide uses straightforward design, simple layouts, and non-technical language, and is accessible and intuitive for homeowners without professional or technical expertise related to their project. The Guide is ADA-compliant.

Launch's online Permit Guide application provides the following:

- Online portal where residents and contractors can create an account and view all projects they are working on;
- Source of information on permit requirements (if needed and the required type);
- If a permit is required, the Guide will generate a customized checklist of steps with detailed instructions. The checklist can include images, videos, attachments, or other instructional content;
- The Guide indicates if a project is in geographic zones, such as flood or fire zones, and triggers relevant rules. It can also inform users whether their project is permissible in each zone;
- The Guide calculates and generates fees or timelines associated with the project;
- Users can send messages and communicate directly with Yorkville through Launch (if desired);
- Track all submissions and build custom dashboards and views, including geographic map reports;

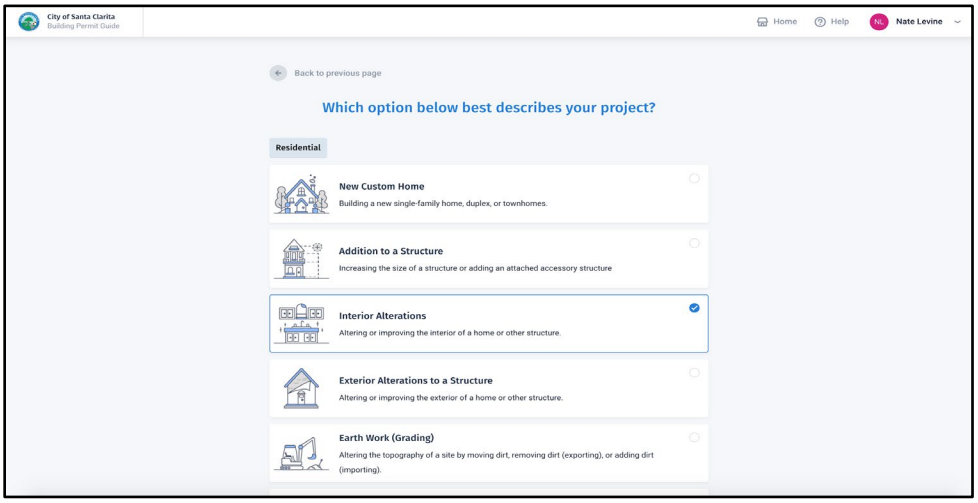
- Configure and manage the Guide through a self-service administrative panel;
- A single button allows system administrators to export all business data from the system in CSV format;
- The Guide outlines the correct forms, fees, and documents that can be submitted online. Launch will ensure complete submission and will not allow mandatory items to be omitted;
- Continually updates applicants on their status by email and links back to their online Guide; and
- Applicants can request an inspection in their Guide after the building permit is issued.

A video showing the Guide's capabilities can be found here: Clariti Launch Guide.

Information Gathering

Project Type Selection

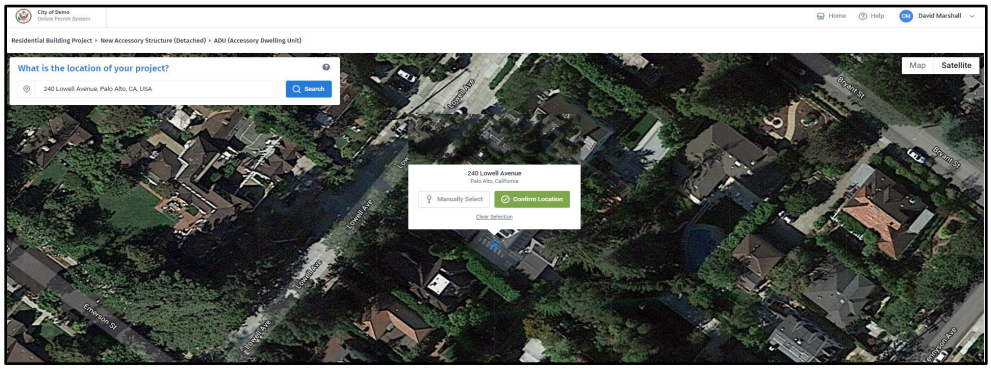
The first step in the Guide is selecting a Project Type. Project Types are presented to the user as a visual menu with optional descriptions. As users make selections, they “drill down” through the Project Type tree until they reach a detailed description of their work.



Project Tree - For Illustrative Purposes Only

Address Selection

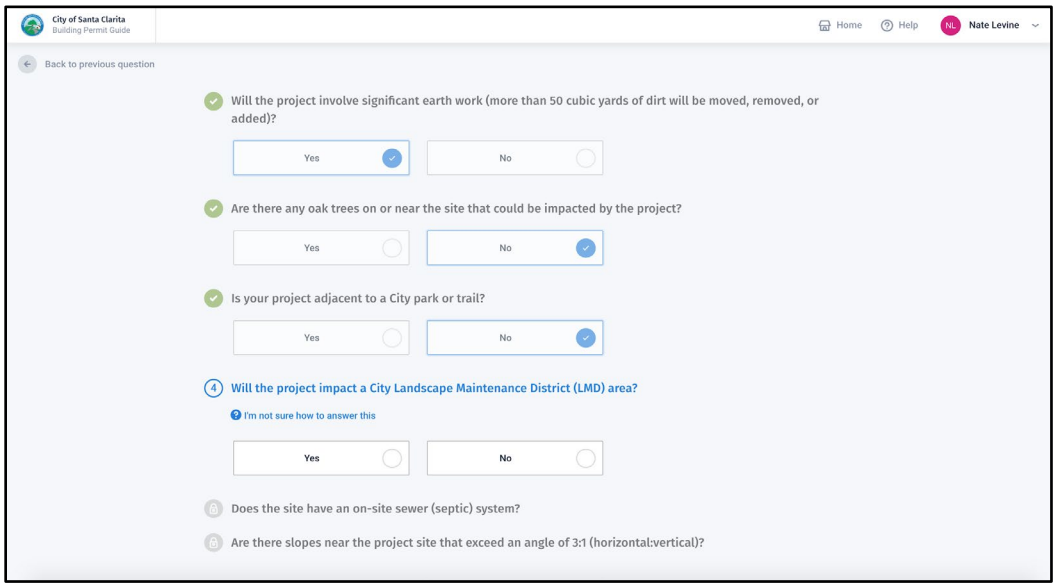
Once the Project Type has been selected, the user is prompted to select a project location. This is done by first entering an address and confirming the specific parcel. Launch can integrate legal addresses so the selection matches addresses in the permit system. The selected parcel will drive GIS-based rules and verify that the user applies to the correct jurisdiction.



Project Location - For Illustrative Purposes Only

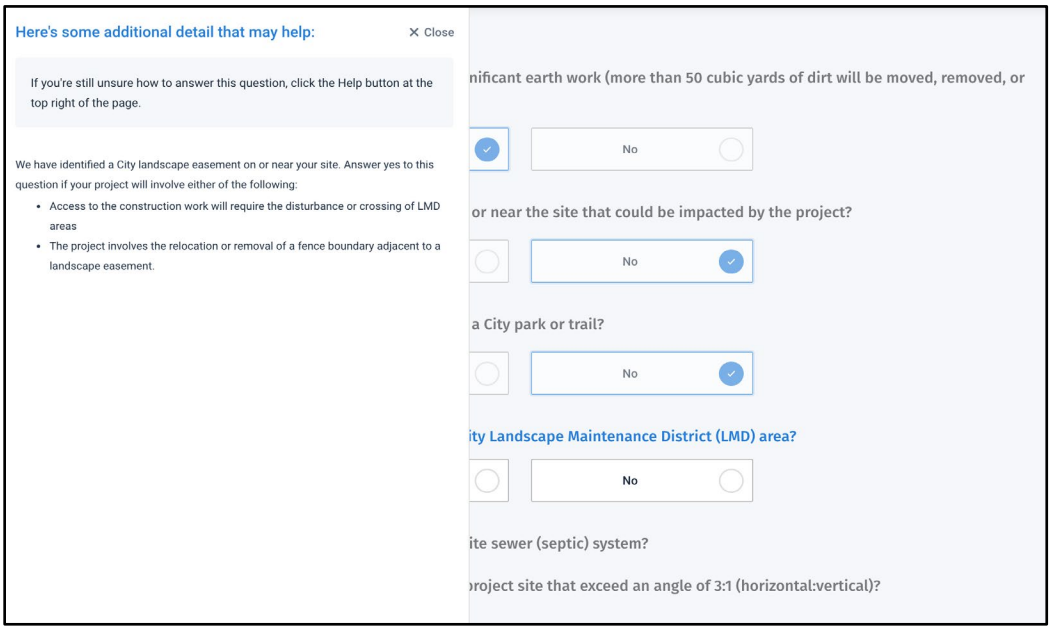
Project Survey

After selecting an address, the user will be asked to answer more detailed questions about their project. These questions are dynamic, meaning they are added or removed in response to prior questions.



Project Details - For Illustrative Purposes Only

If the user needs help answering a question, they can click “I’m not sure how to answer this” to pull out an information tab.



Project Details cont. - For Illustrative Purposes Only

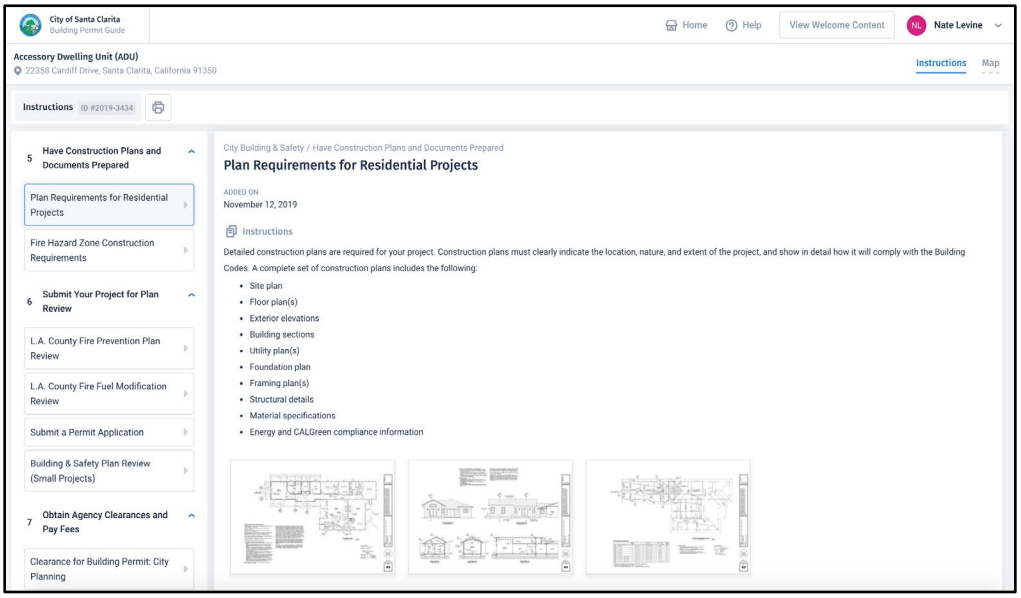
All progress through the Guide is saved in real time. If users close the page or log out, they can resume wherever they left off by logging back in.

Permit Guide

After answering all required questions, the user will receive a custom Permit Guide. Launch's Permit Guide is "smart," meaning it provides different information and logic depending on the applicant's specific responses. The Permit Guide gives different information depending on responses to each question posed in the process. The questions reflect the users' specific project details, locations, and prior responses.

If a permit type or a permit in a certain area of Yorkville is not allowed or requires additional approval or documentation, the Guide will provide information specific to that request type. For example, if a user seeks a permit for a complex home renovation in a historic district, the Guide will provide specific instructions for this project. The Guide will include details about preparing for a meeting with staff or design requirements that the user must incorporate into their proposed building plans.

The Guide is organized as a checklist: along the left of the screen is a series of steps that the applicant will need to follow for their project. By default, the steps are displayed chronologically as a timeline and grouped into phases (such as "Plan Review" or "Inspections"). Clicking on each step pulls up detailed instructions for completing the step, including any attachments, images, hyperlinks, forms to be filled out, documents to be added, or fees to be paid.



Permit Guide- For Illustrative Purposes Only

GIS Rules

Steps can be added dynamically based on the results from GIS queries:

Zoning Rules - For Illustrative Purposes Only

Chat Interface

Yorkville can turn on a Chat Interface for each Step in the Guide. This will allow the user to send questions directly to the correct Yorkville department. When a message is sent, Yorkville users will be notified by email and can respond directly. The answers will be stored in a chat log on each step.

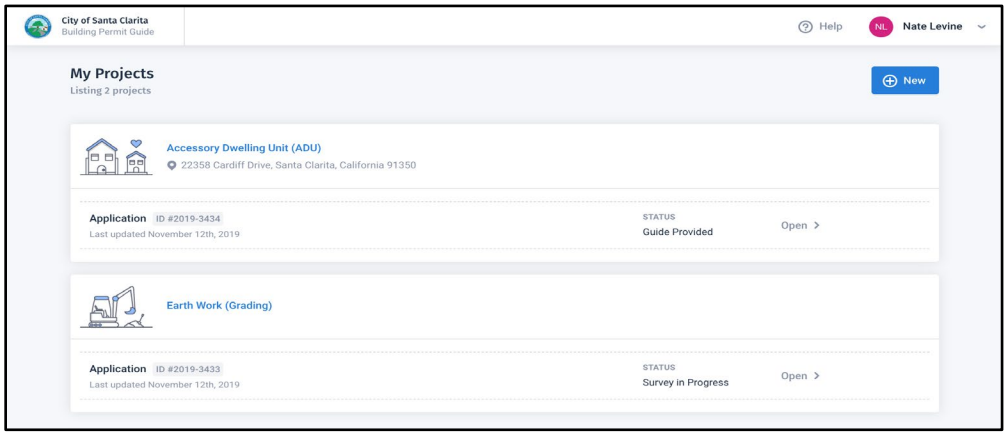
A short video of Launch's communication functionality can be found here: Clariti Launch Improved Communications.

PDF Download

All Guides can be downloaded as PDFs. This is particularly helpful if staff want to generate and print a Guide while somebody at the permit counter or over the phone is uncomfortable with the internet.

My Projects

Users can access a My Projects page showing completed or in-progress guides. From this page, you can also start a new guide.



My Projects - For Illustrative Purposes Only

A Fully Functional Portal

Launch features a fully functional portal that can be easily customized to suit your needs. Members of the public can request information, submit permit and planning documentation, and make zoning and planning requests. The portal provides step-by-step guidance and information, ensuring applicants have all the necessary details before applying for a permit. Once they have completed their documentation, they can submit their application through the portal.

Launch's Application Portals leverage the intelligence of the Guide to deliver the specific forms, fees, and documents necessary for a complete submission. Instead of presenting a lengthy list of potential documents, Launch only provides the items required for each project and its corresponding zoning situation.

Yorkville can specify the mandatory fields that must be included before the application can be submitted. Applicants cannot submit their applications with missing fields, fees, or documents.

Here's a short video of Launch's Application Portal (with intelligence from the Guide): Clariti Launch Application Portal.

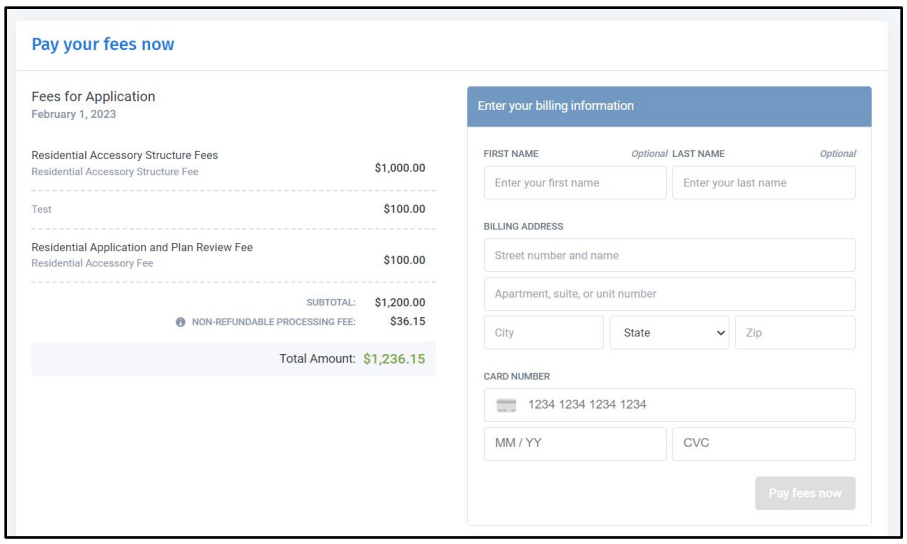
Electronic Payment Processing

Launch has already built integrations with many electronic payment processing systems, including:

- Payment Processors set up out of the box for no additional charge
    - Stripe
    - Authorize.net

- Payment Processors set up but require additional customization at an additional cost
    - Invoice Cloud
    - Point and Pay
    - Paymentus
    - PayPal
    - Certified Payments

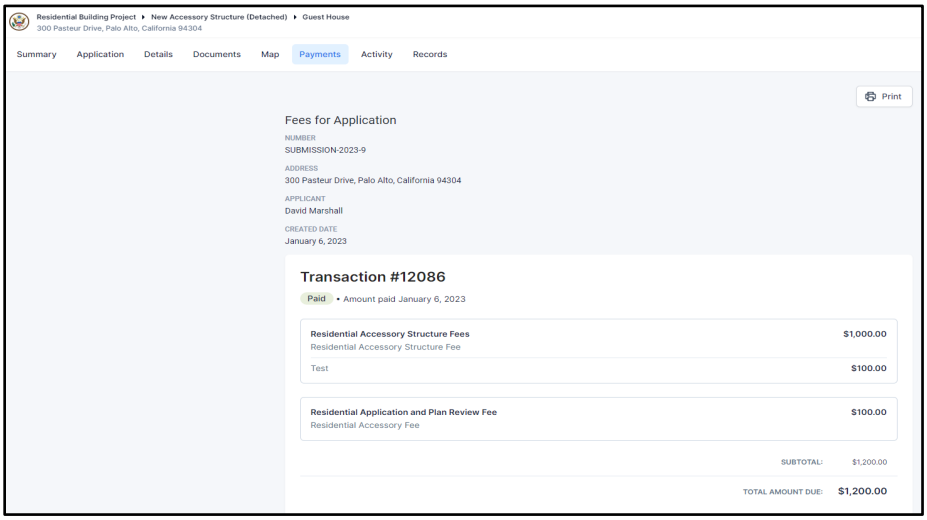
It is important to note that while Launch utilizes an individual's credit card information to collect payments online, we do not save this information after the transaction.



Payment Processing - For Illustrative Purposes Only

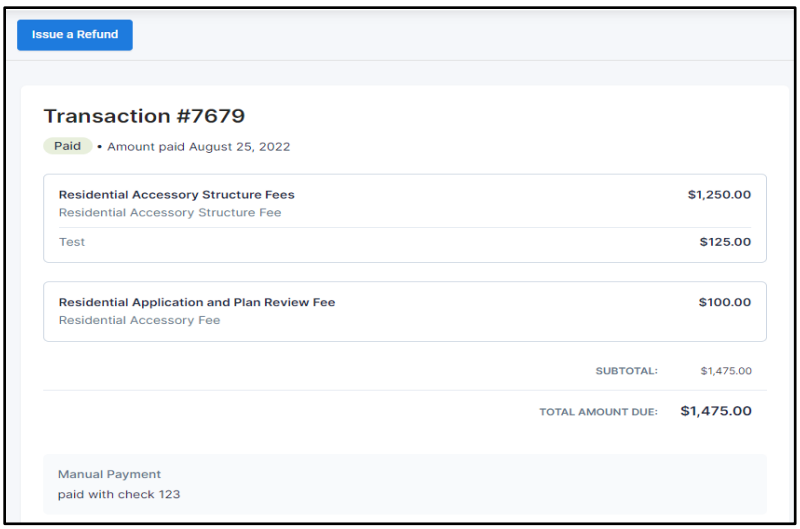
The Launch feature does not require online payments to operate; however, an online payment option is available and already set up for you. You can choose to turn off online payments initially, but you have the option to enable it later if needed. If online payments were not initially utilized, the staff can easily accept payments in person and mark them as paid in Launch.

After the payment has been logged into Launch, the applicant will receive an electronic receipt via email. The receipt will be part of their online records in Launch.



Payment Fees - For Illustrative Purposes Only

The department or the applicant can print a paper receipt if necessary. After the fee has been paid, there is also an option of issuing a refund.

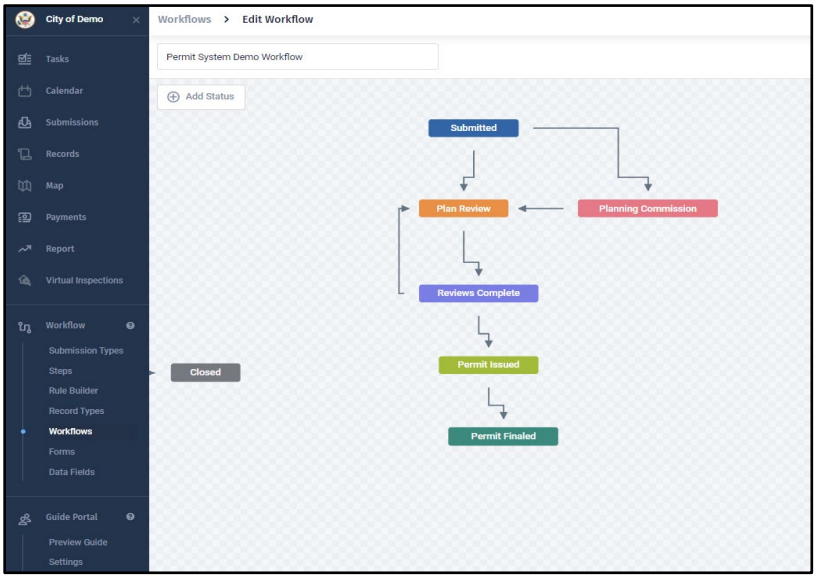


Transactions - For Illustrative Purposes Only

A short video on this functionality can be found here: [Clariti Launch Payment Processing and Permit Submission](#).

Workflow Capabilities

Launch has developed an easy-to-use workflow engine that will allow Yorkville to quickly build and modify workflows for different types of projects. This workflow engine requires no coding and can be easily set up by staff with proper access and a little training in the logic.



Workflow Engine - For Illustrative Purposes Only

A short video of Launch's workflow functionality can be found here: [Clariti Launch Workflow and Tasks](#).

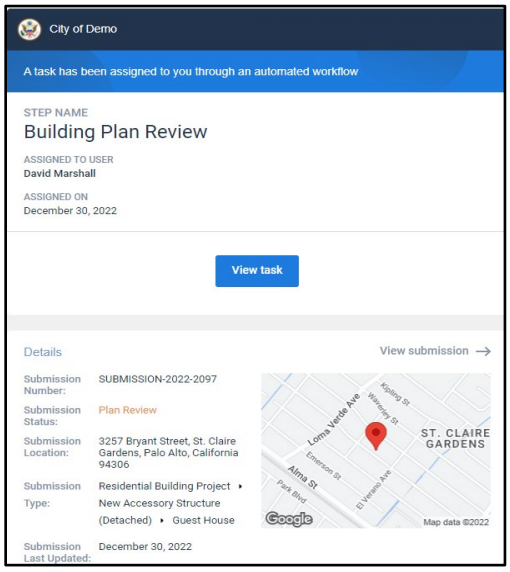
Tasks, Plan Review, and Electronic plan review integration

Launch offers built-in integration to ePlanSoft or BlueBeam for electronic plan review at no additional cost. The subscription to these electronic plan review apps would be separate from the cost of Launch.

Many customers do their plan reviews with free red-lining options like Adobe PDF. Launch's review process can work with or without a formal Electronic Plan Review system integrated into it. We include pricing for ePlanSoft in the pricing section so you can determine whether to include it.

Specific plan review steps can be set up in the workflow process and automatically assigned to a department or an individual. The group or individual will be emailed with a link to the task in Launch and informed that the task has been assigned to them.

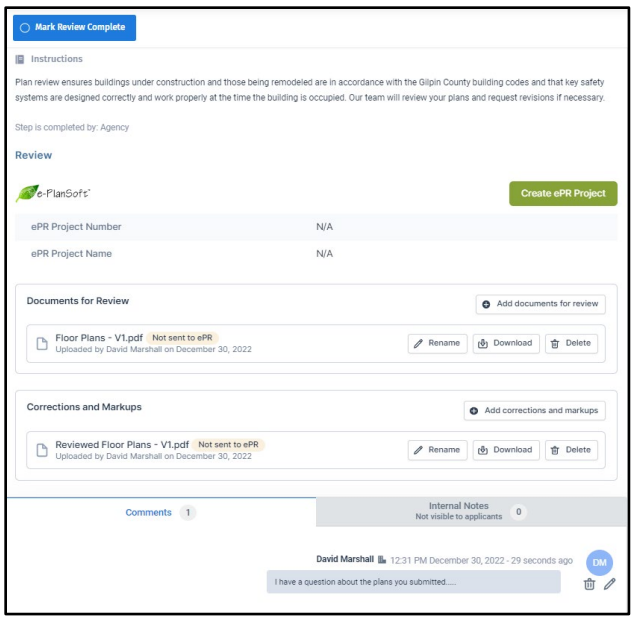
Here is an example of the email notification a reviewer would receive with a link to Launch.



Plan Review - For Illustrative Purposes Only

The system can be configured to allow the review to be completed comfortably. For example, Launch can link to electronic plan review systems like ePlanSoft and BlueBeam to manage the redlining process.

The reviewer will select the documents they are reviewing from the list of documents added during the submittal process, redline them, and add the redlined document back into Launch with comments. Launch can collect comments from each reviewer if Yorkville wishes. The reviewer can also ask the applicant questions, make requests, or create internal comments for staff that the applicant does not see. All this communication will be saved in the application's Activity Feed and can be viewed later if issues arise.



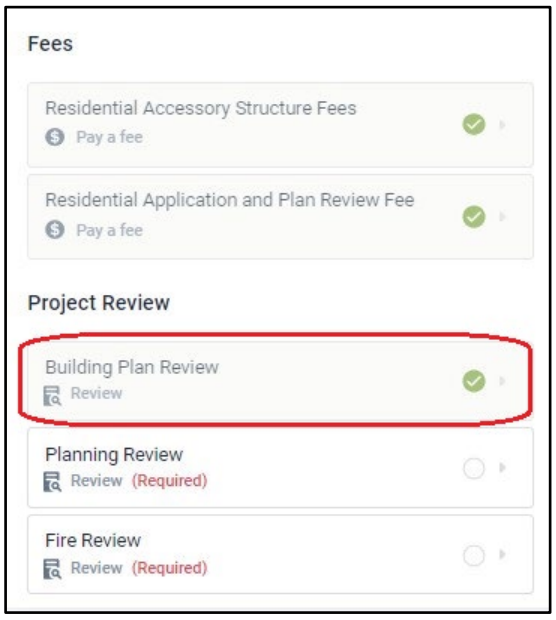
Review Complete - For Illustrative Purposes Only

As reviews are completed, the applicant and staff can be notified that the review is complete.

Here is an example of an employee's view of updated review status.

Review Status- For Illustrative Purposes Only

Here is an example of status updates that applicants see on their portal.



Applicant Status Update - For Illustrative Purposes Only

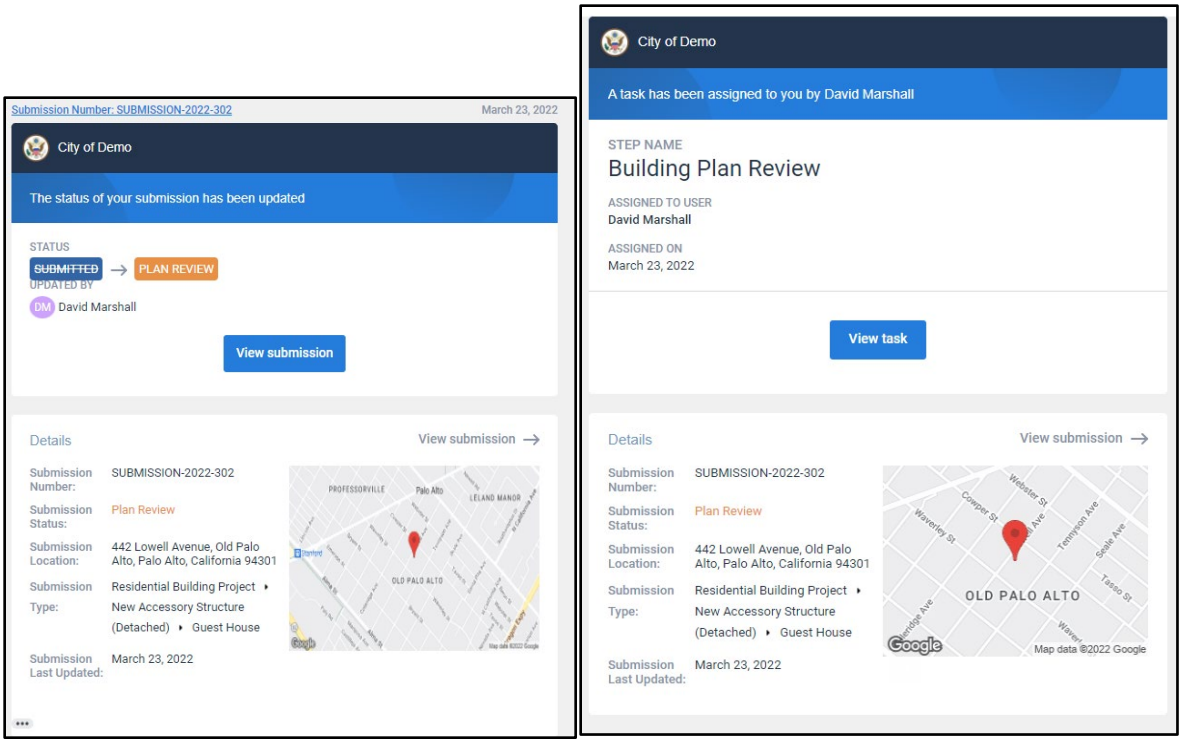
Tracking Legacy Changes to Land

Addresses or parcels can be used to identify projects in Launch. As parcels are changed, Launch stores the historical records of the original parcel. Users will be able to see the development timeline. When the address/parcel is selected, the related GIS data is copied onto the submission. This means that if the layer were updated, the submission would still show the parcel as it was when it was submitted.

Automatic Notifications

Launch is designed to keep the applicant updated and allow Yorkville to communicate with them with questions or requests for changes. The applicant will be alerted via email, allowing them to link directly back to their application in Launch if they wish. Launch will also email applicants with any updates on their application status, so they do not need to call for updates. Launch will also alert internal users to tasks assigned to them or updates to a submittal they want to follow.

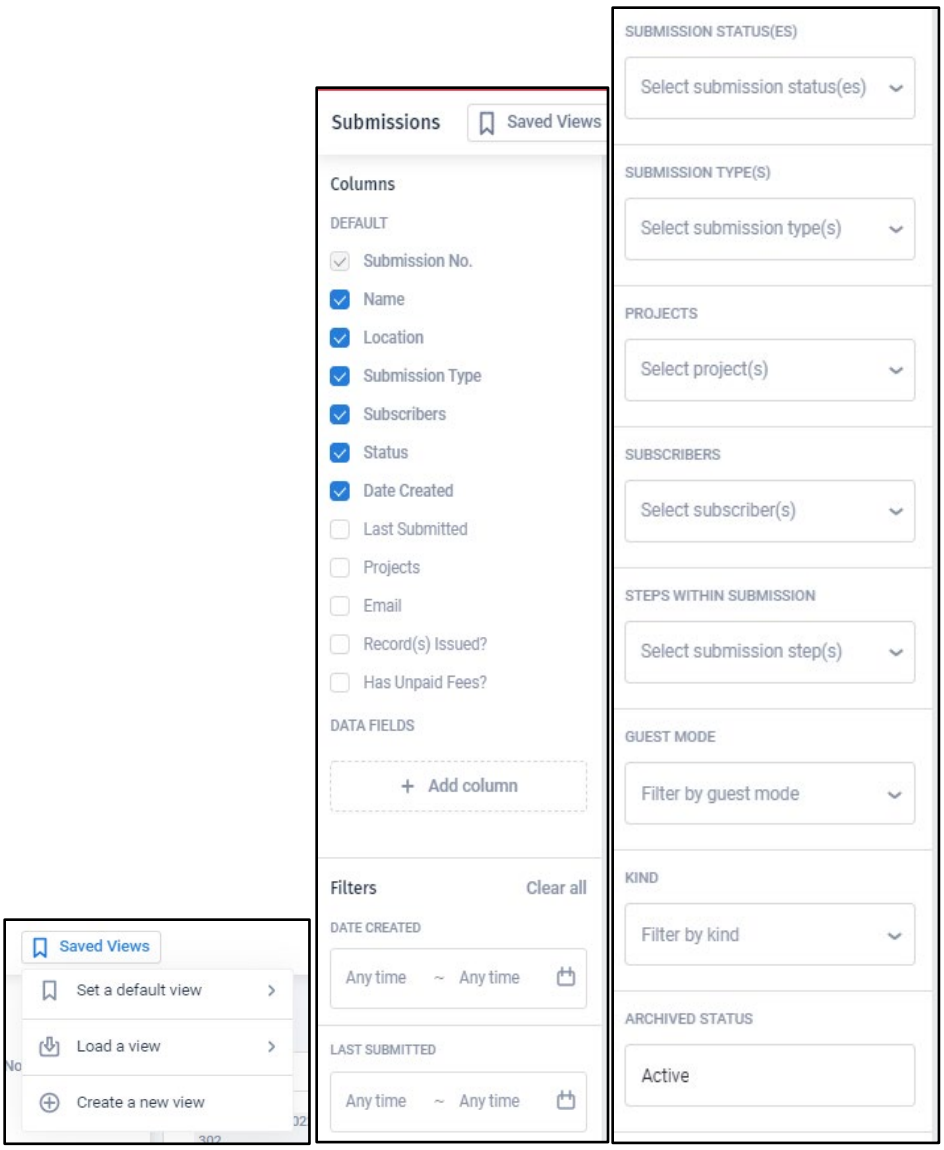
The example on the left would go to the applicant, and the example on the right would go to a Yorkville employee.



Alerts sent to Applicant and Reviewer - For Illustrative Purposes Only

Reporting Capabilities

Launch allows internal users to filter all the information in the system into a format they want to work with and save these filters for future use.



Reporting - For Illustrative Purposes Only

Data can also be easily exported in a CSV format to be distributed or imported into reporting systems like Tableau, Crystal Reports, or MySQL (free).

A short video on Launch's reporting capabilities can be found here: Clariti Launch Reporting.

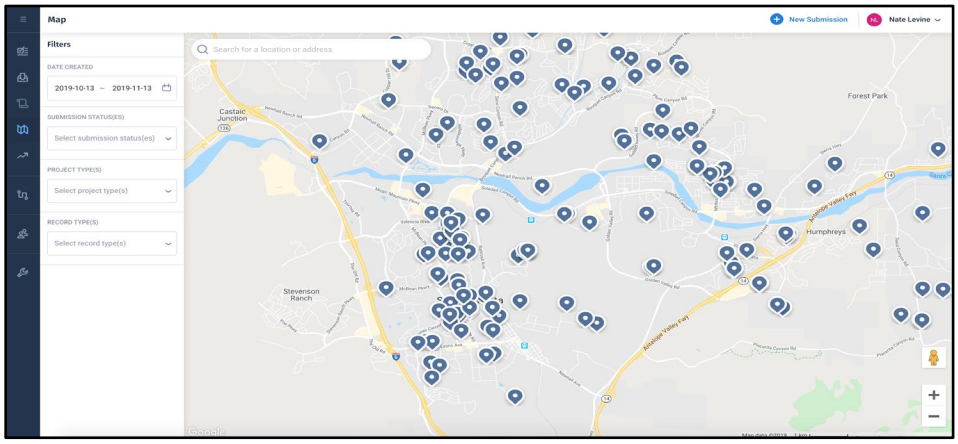
Submission Dashboard

A Submission dashboard displays all Permit Applications that have been started and/or created by users. Submissions can be searched by applicant name, address, or project type. Submissions can also be filtered by date, project type, and status to create custom views:

Applicant Submission Dashboard - For Illustrative Purposes Only

Map View

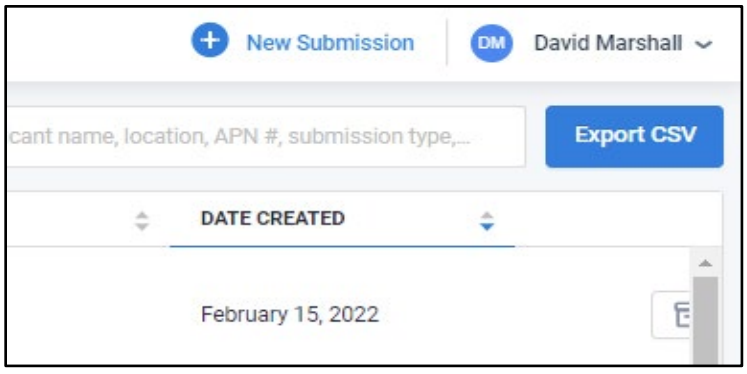
Submissions can also be viewed on a map to identify geographic trends and patterns:



Map of Submissions - For Illustrative Purposes Only

Data Export

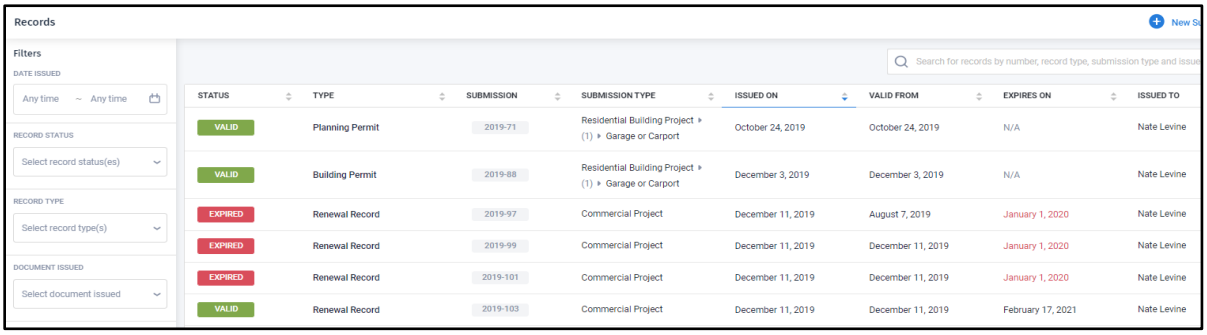
All Submissions and data can be exported at any time into a CSV file:



Data Export - For Illustrative Purposes Only

Tracking Expiration of Permits and Licenses

Launch also has a Record functionality that can track records automatically and automatically email the record owner when their license or permit is about to expire. This can apply to business licenses, short-term rental licenses, building permits, or anything with an expiration date.



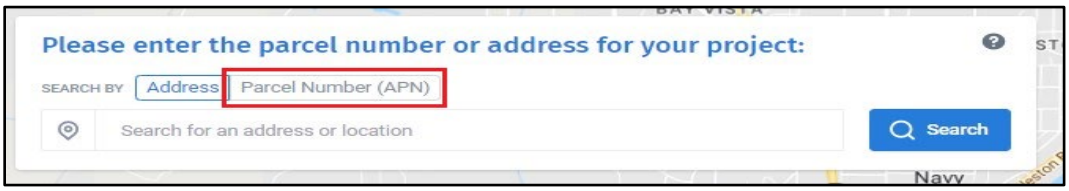
Expiration Dates- For Illustrative Purposes Only

Linking Digital Documents or Photos

The solution allows Digital Photos or Documents to be loaded at any time. Attachments can be applied to any record type. The amount of data you store in Launch's application is not limited.

ESRI Integration

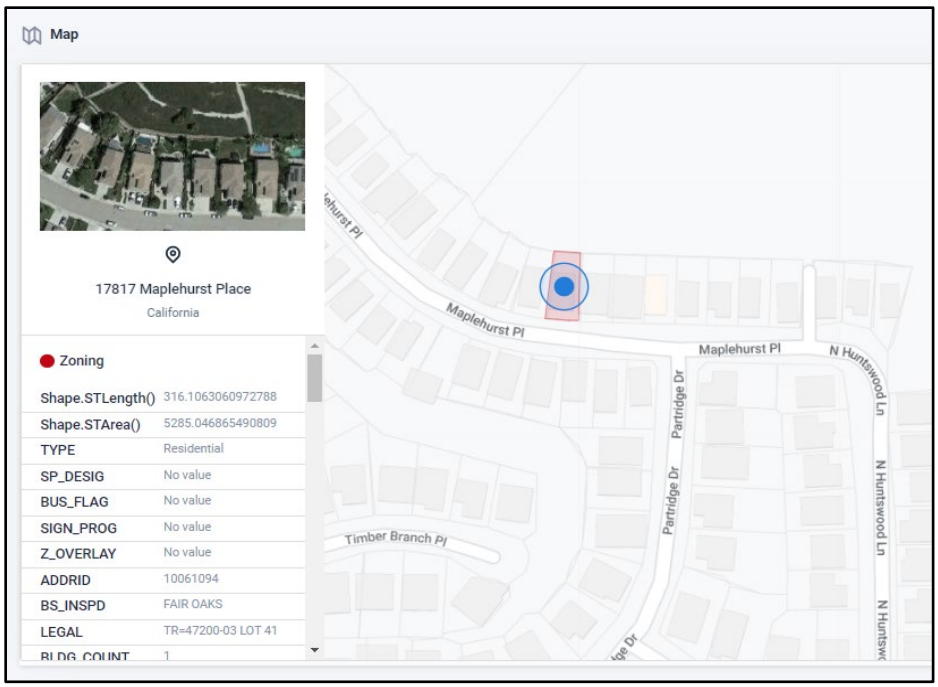
Launch can integrate with Yorkville's GIS to assist in customizing each Guide with zoning restrictions on the property. Launch may create additional steps in the applicant's Guide if they are in a flood zone or historical zone, compared to the individual doing the same work but not in this type of area.



Parcel Information - For Illustrative Purposes Only

Launch can also bring the GIS information of parcel data for Yorkville and allow the applicant to identify their project by its parcel number. It will include an active map within the system that can share a view of all the work in the system, so you can filter the information down to the information that is important to you.

Launch will also include a map of the locations of all the applications and the GIS information for each permit at the site.



Application Location - For Illustrative Purposes Only

Launch stores the historical GIS record when the GIS parcel data changes so that users can see the development timeline. When the address/parcel is selected, the related GIS data is copied onto the submission. This means that if the layer were updated, the submission would still show the parcel as it was when it was submitted.

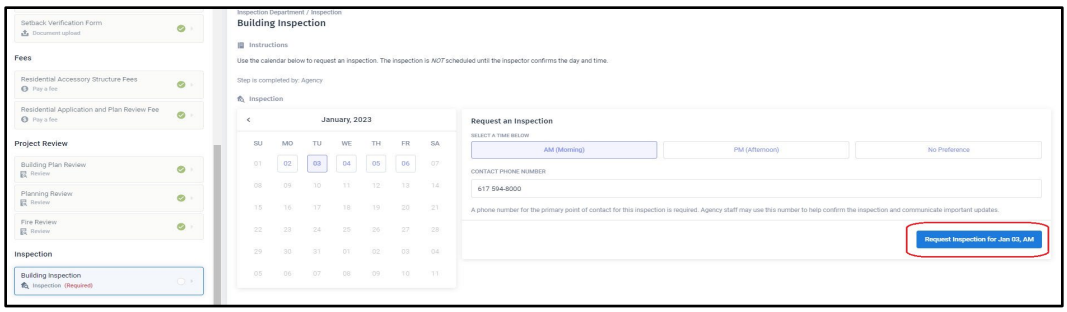
Integrating GIS Data

GIS integration is not a requirement for using the Guide. If GIS integration is desired, the only requirement is that Yorkville uses a GIS system with an accessible API (such as ESRI ArcGIS). Once we have identified the desired GIS layers, Launch will request the API endpoints for those layers so our engineering team can pull them into the Launch system. This process takes a matter of hours and should not require IT support.

If API endpoints are unavailable, Yorkville can send Launch the GIS layers in shapefile format. From that point, the process is the same.

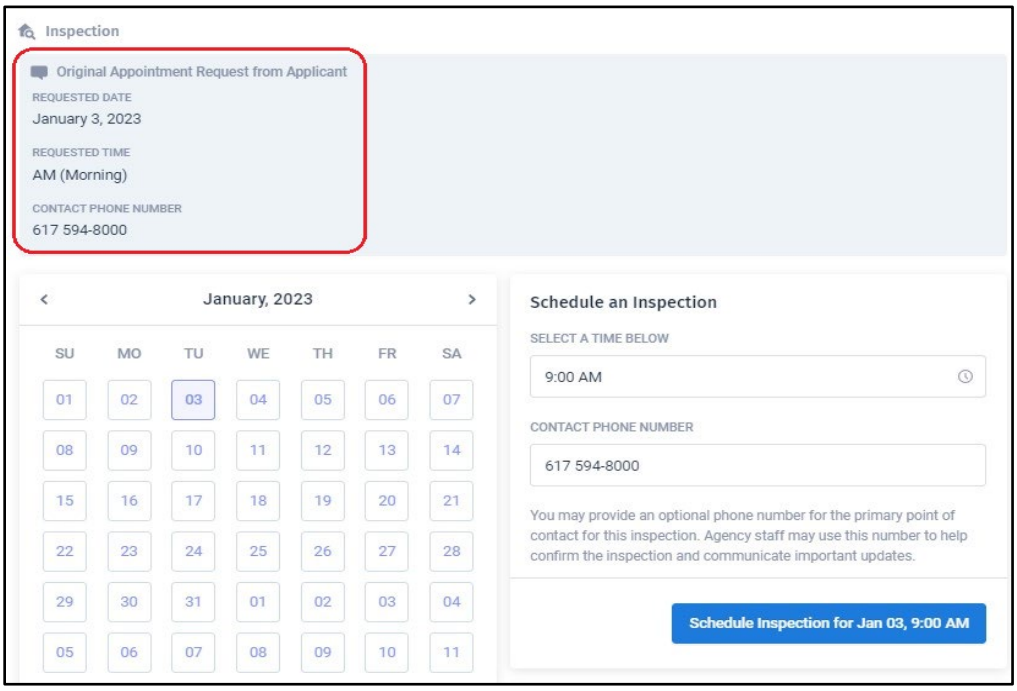
Inspections

Inspections can be built into the workflow process. When the applicant is ready, they can log into Launch and request an inspection for their project. Launch allows them to select the day and a time range (morning, afternoon, or no preference).



Building Inspection - For Illustrative Purposes Only

When Yorkville is alerted to the request, the inspection department logs into Launch, reviews the request, schedules the inspection, and assigns an inspector. The applicant will be notified by email about the scheduled inspection.



Scheduling Building Inspection - For Illustrative Purposes Only

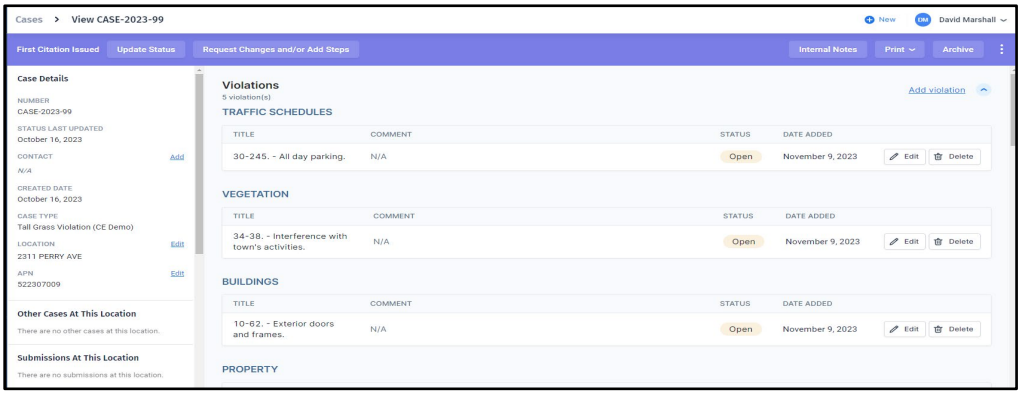
On inspection day, the inspector goes to the job site, opens the Launch, and completes his inspection. Launch can be set up to provide the inspector with the necessary forms to complete their work. It can also be set up to automatically add inspection steps if the inspector does not pass the work. The inspector can add photos and documents to the inspection. He or she can also add internal comments that would not be shared with the applicant.

A short video detailing this functionality can be found here: Clariti Launch Inspections and Inspection App.

Code Enforcement

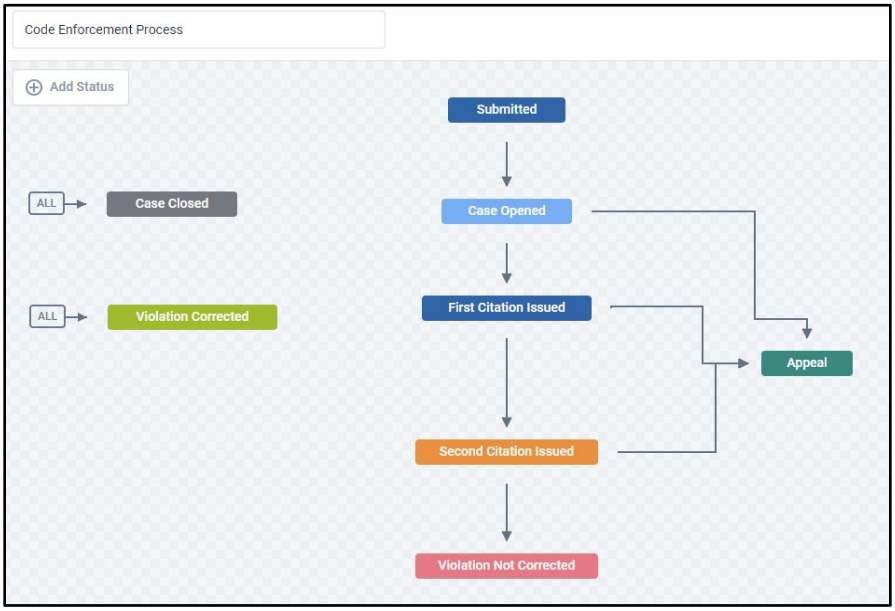
All the functionality utilized for a permitting and licensing system can also be used for Code Enforcement. Residents can log into Launch (or enter anonymously online) to notify Yorkville of a perceived code violation. If the resident logs in, they can be updated on the status of the inspection violation and how it was rectified.

Inspectors can also log in and enter code violations in the field. Each violation can be loaded into Launch, so selecting it in the field is easy.



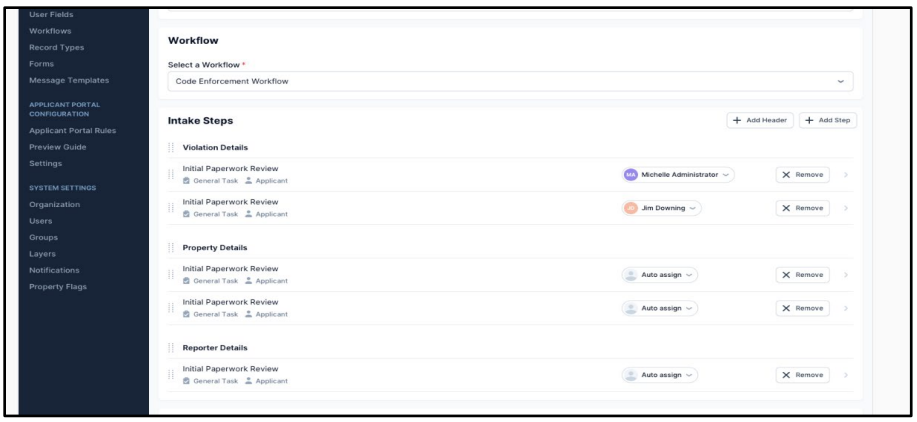
Code Violations - For Illustrative Purposes Only

Based on the type of violation, the workflow can be set up to handle it and to schedule follow-up inspections to ensure the breach has been rectified.



Code Enforcement - For Illustrative Purposes Only

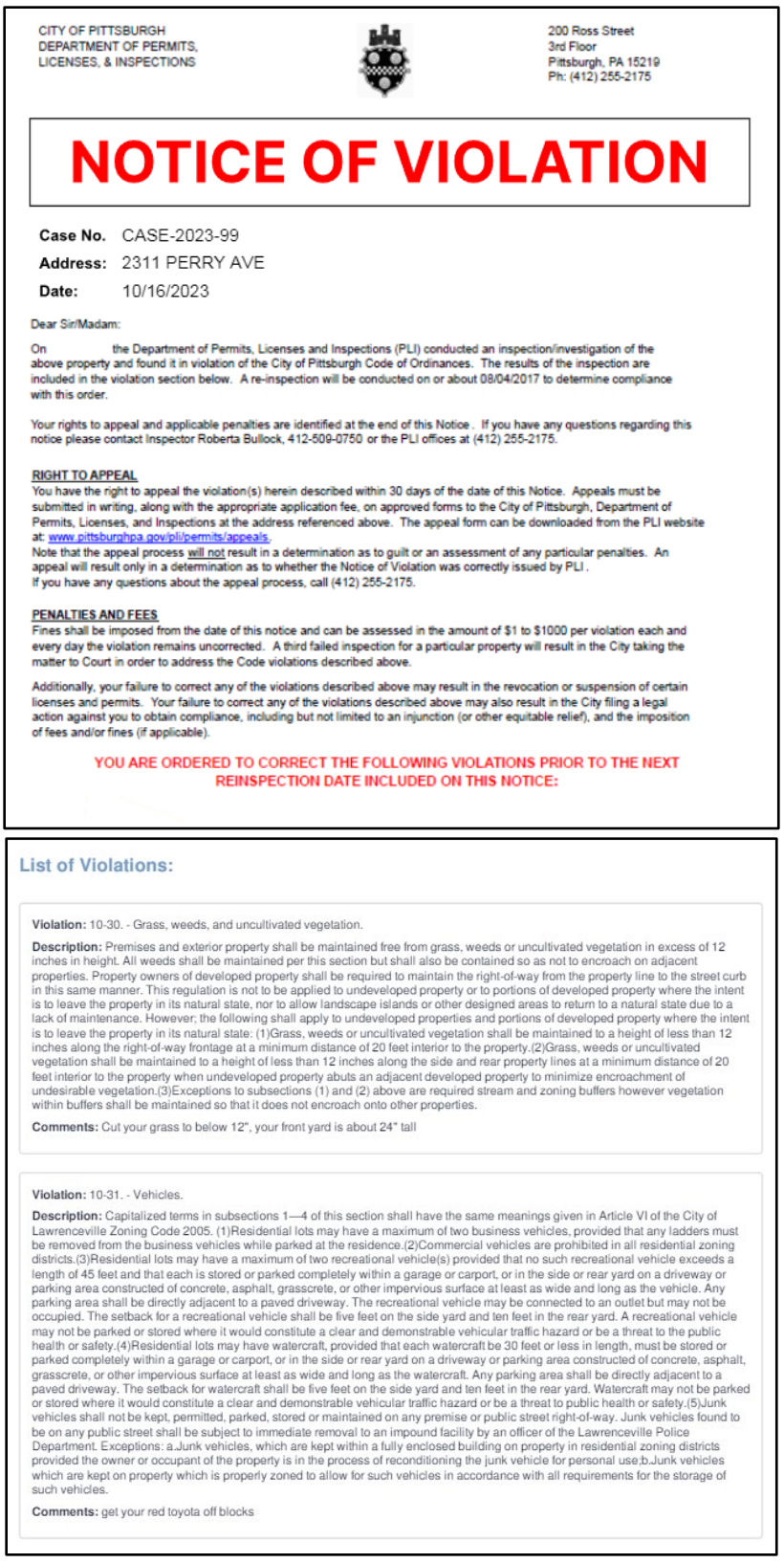
Launch's no-coding software makes it easy for the code enforcement team to modify or create a new workflow for a violation.



Workflow for Code Violations - For Illustrative Purposes Only

Code Inspectors will be assigned tasks to complete through the workflow process. They will be emailed to inform them of the task assigned to them, and a link will be provided so they can go right to the task in Launch.

A violation notice can be easily generated in the field, including each identified violation.



CITY OF PITTSBURGH
DEPARTMENT OF PERMITS,
LICENSES, & INSPECTIONS

200 Ross Street
3rd Floor
Pittsburgh, PA 15219
Ph: (412) 255-2175

NOTICE OF VIOLATION

Case No. CASE-2023-99
Address: 2311 PERRY AVE
Date: 10/16/2023

Dear Sir/Madam:

On the Department of Permits, Licenses and Inspections (PLI) conducted an inspection/investigation of the above property and found it in violation of the City of Pittsburgh Code of Ordinances. The results of the inspection are included in the violation section below. A re-inspection will be conducted on or about 08/04/2017 to determine compliance with this order.

Your rights to appeal and applicable penalties are identified at the end of this Notice . If you have any questions regarding this notice please contact Inspector Roberta Bullock, 412-509-0750 or the PLI offices at (412) 255-2175.

RIGHT TO APPEAL
You have the right to appeal the violation(s) herein described within 30 days of the date of this Notice. Appeals must be submitted in writing, along with the appropriate application fee, on approved forms to the City of Pittsburgh, Department of Permits, Licenses, and Inspections at the address referenced above. The appeal form can be downloaded from the PLI website at: www.pittsburghpa.gov/pli/permits/appeals.
Note that the appeal process will not result in a determination as to guilt or an assessment of any particular penalties. An appeal will result only in a determination as to whether the Notice of Violation was correctly issued by PLI .
If you have any questions about the appeal process, call (412) 255-2175.

PENALTIES AND FEES
Fines shall be imposed from the date of this notice and can be assessed in the amount of $1 to $1000 per violation each and every day the violation remains uncorrected. A third failed inspection for a particular property will result in the City taking the matter to Court in order to address the Code violations described above.

Additionally, your failure to correct any of the violations described above may result in the revocation or suspension of certain licenses and permits. Your failure to correct any of the violations described above may also result in the City filing a legal action against you to obtain compliance, including but not limited to an injunction (or other equitable relief), and the imposition of fees and/or fines (if applicable).

YOU ARE ORDERED TO CORRECT THE FOLLOWING VIOLATIONS PRIOR TO THE NEXT REINSPECTION DATE INCLUDED ON THIS NOTICE:

List of Violations:

Violation: 10-30. - Grass, weeds, and uncultivated vegetation.

Description: Premises and exterior property shall be maintained free from grass, weeds or uncultivated vegetation in excess of 12 inches in height. All weeds shall be maintained per this section but shall also be contained so as not to encroach on adjacent properties. Property owners of developed property shall be required to maintain the right-of-way from the property line to the street curb in this same manner. This regulation is not to be applied to undeveloped property or to portions of developed property where the intent is to leave the property in its natural state, nor to allow landscape islands or other designed areas to return to a natural state due to a lack of maintenance. However; the following shall apply to undeveloped properties and portions of developed property where the intent is to leave the property in its natural state: (1)Grass, weeds or uncultivated vegetation shall be maintained to a height of less than 12 inches along the right-of-way frontage at a minimum distance of 20 feet interior to the property.(2)Grass, weeds or uncultivated vegetation shall be maintained to a height of less than 12 inches along the side and rear property lines at a minimum distance of 20 feet interior to the property when undeveloped property abuts an adjacent developed property to minimize encroachment of undesirable vegetation.(3)Exceptions to subsections (1) and (2) above are required stream and zoning buffers however vegetation within buffers shall be maintained so that it does not encroach onto other properties.

Comments: Cut your grass to below 12", your front yard is about 24" tall

Violation: 10-31. - Vehicles.

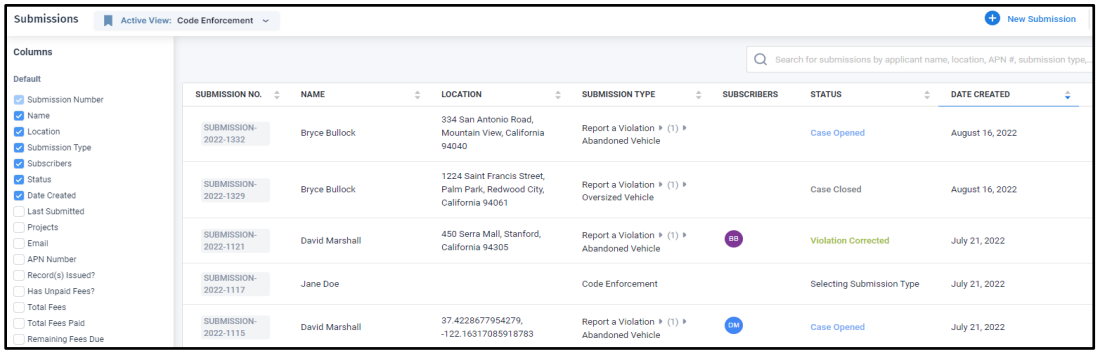
Description: Capitalized terms in subsections 1—4 of this section shall have the same meanings given in Article VI of the City of Lawrenceville Zoning Code 2005. (1)Residential lots may have a maximum of two business vehicles, provided that any ladders must be removed from the business vehicles while parked at the residence.(2)Commercial vehicles are prohibited in all residential zoning districts.(3)Residential lots may have a maximum of two recreational vehicle(s) provided that no such recreational vehicle exceeds a length of 45 feet and that each is stored or parked completely within a garage or carport, or in the side or rear yard on a driveway or parking area constructed of concrete, asphalt, grasscrete, or other impervious surface at least as wide and long as the vehicle. Any parking area shall be directly adjacent to a paved driveway. The recreational vehicle may be connected to an outlet but may not be occupied. The setback for a recreational vehicle shall be five feet on the side yard and ten feet in the rear yard. A recreational vehicle may not be parked or stored where it would constitute a clear and demonstrable vehicular traffic hazard or be a threat to the public health or safety.(4)Residential lots may have watercraft, provided that each watercraft be 30 feet or less in length, must be stored or parked completely within a garage or carport, or in the side or rear yard on a driveway or parking area constructed of concrete, asphalt, grasscrete, or other impervious surface at least as wide and long as the watercraft. Any parking area shall be directly adjacent to a paved driveway. The setback for watercraft shall be five feet on the side yard and ten feet in the rear yard. Watercraft may not be parked or stored where it would constitute a clear and demonstrable vehicular traffic hazard or be a threat to public health or safety.(5)Junk vehicles shall not be kept, permitted, parked, stored or maintained on any premise or public street right-of-way. Junk vehicles found to be on any public street shall be subject to immediate removal to an impound facility by an officer of the Lawrenceville Police Department. Exceptions: a.Junk vehicles, which are kept within a fully enclosed building on property in residential zoning districts provided the owner or occupant of the property is in the process of reconditioning the junk vehicle for personal use;b.Junk vehicles which are kept on property which is properly zoned to allow for such vehicles in accordance with all requirements for the storage of such vehicles.

Comments: get your red toyota off blocks

Notice of Violations - For Illustrative Purposes Only

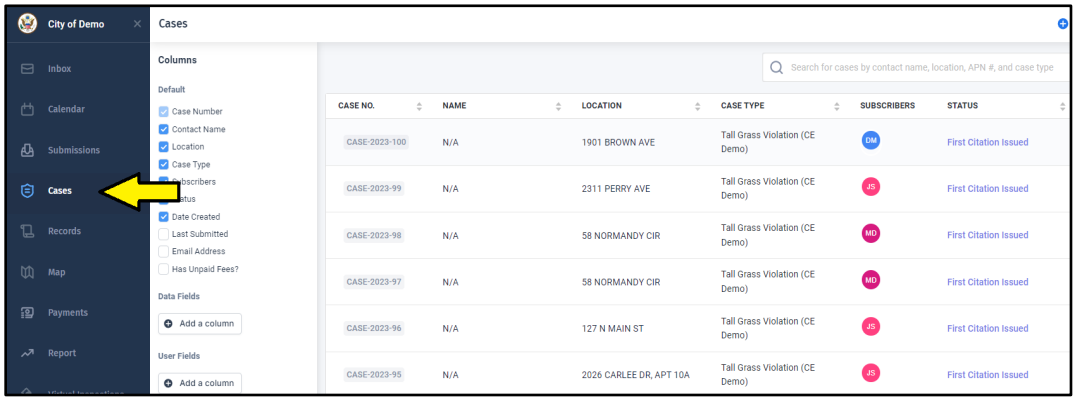
Fines can be generated and paid online if you implement this approach.

The Code Enforcement department will have access to all violations and their status. They can also see all active violations on a map to dispatch their workforce more effectively.



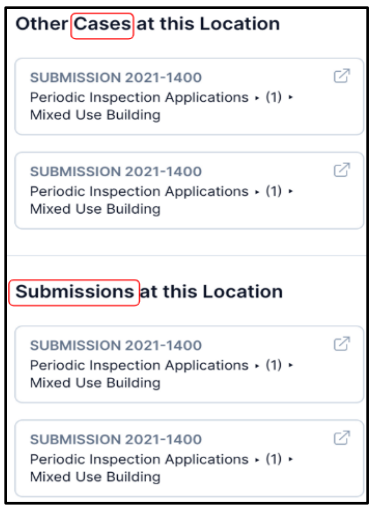
List of Violations - For Illustrative Purposes Only

Code Enforcement will be listed as a “case” and be differentiated from permits and licenses (listed as “submissions”).



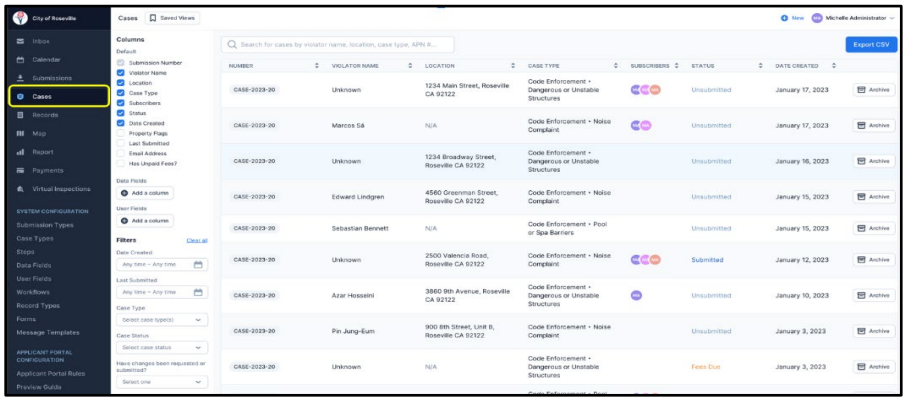
List of Cases - For Illustrative Purposes Only

When a permit, license, or code violation is entered into the system, you can see if there are other submissions or cases at that location.



History of Cases at a Location - For Illustrative Purposes Only

The code enforcement team can easily view, sort, and filter out the necessary information they are interested in and export the data into a CSV file for reporting purposes.



Reporting - For Illustrative Purposes Only

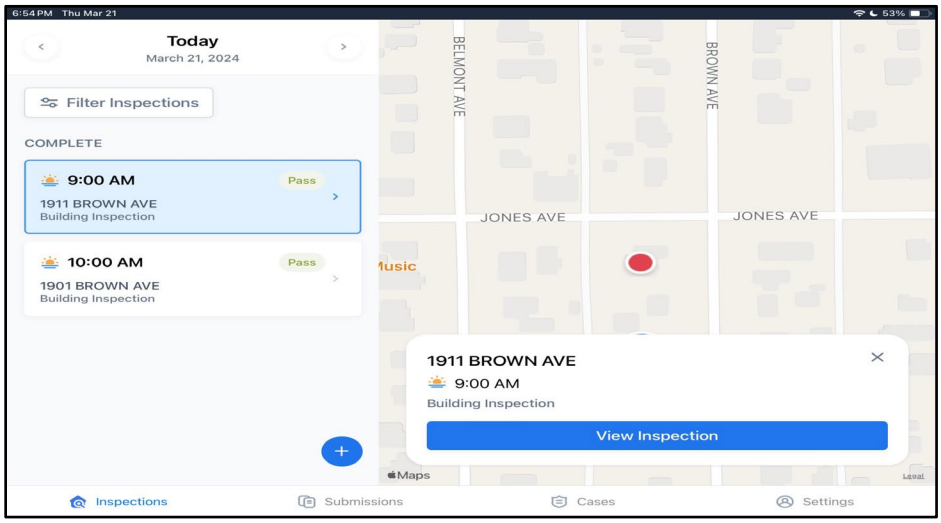
A short video of the functionality can be found here: Clariti Launch Code Enforcement.

Mobile App for Inspections and Code Enforcement

While Launch's permit system is web-based and can work on any computer, tablet, or smartphone, our solution requires access to the internet (wired, Wi-Fi, or cellular). For inspectors and Code Enforcement officers in the field, access to the internet is not an option.

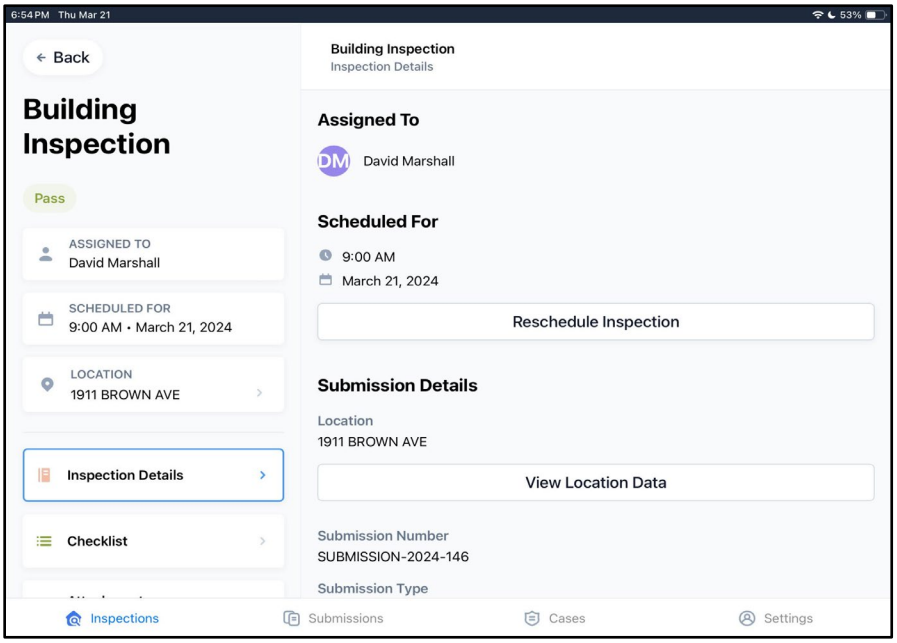
For these reasons, Launch created our Inspection App, which can run on any tablet or smartphone. The app has the same functionality as the online inspection or code enforcement solution, but it is streamlined for tablets or smartphones and will also work with inspectors who are out of coverage.

Launch's Inspection and Code Enforcement App continually updates the information from the system while the tablet or smartphone is in coverage. If the tablet or smartphone falls out of coverage, the unit continues to work and allows the inspector or code enforcement officer to complete their work. When the unit returns to coverage, all the information and work completed offline will be automatically uploaded to the system.

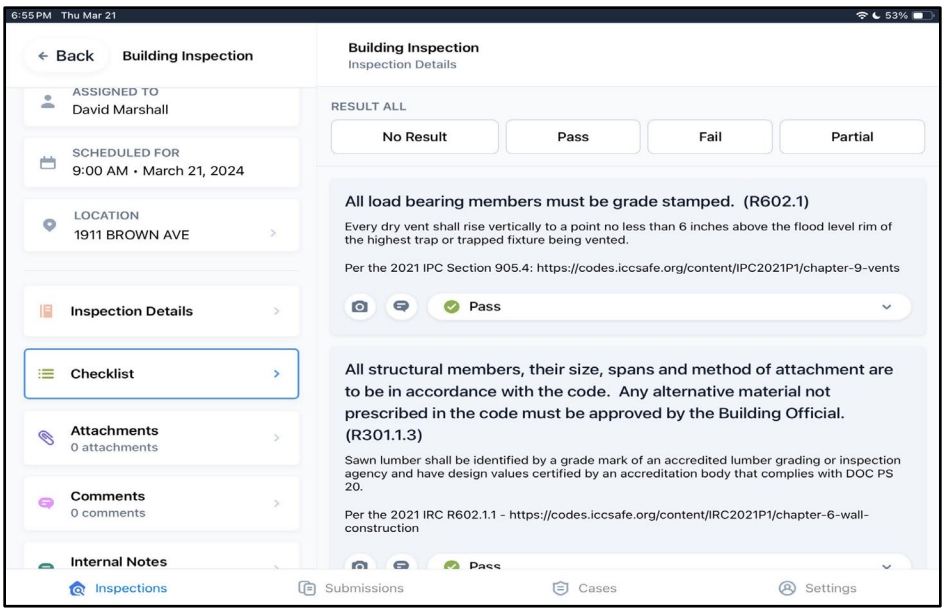


Inspection and Code Enforcement App - For Illustrative Purposes Only

The inspector can easily see all his inspections for the day (or any other day) and has easy-to-access inspection details.

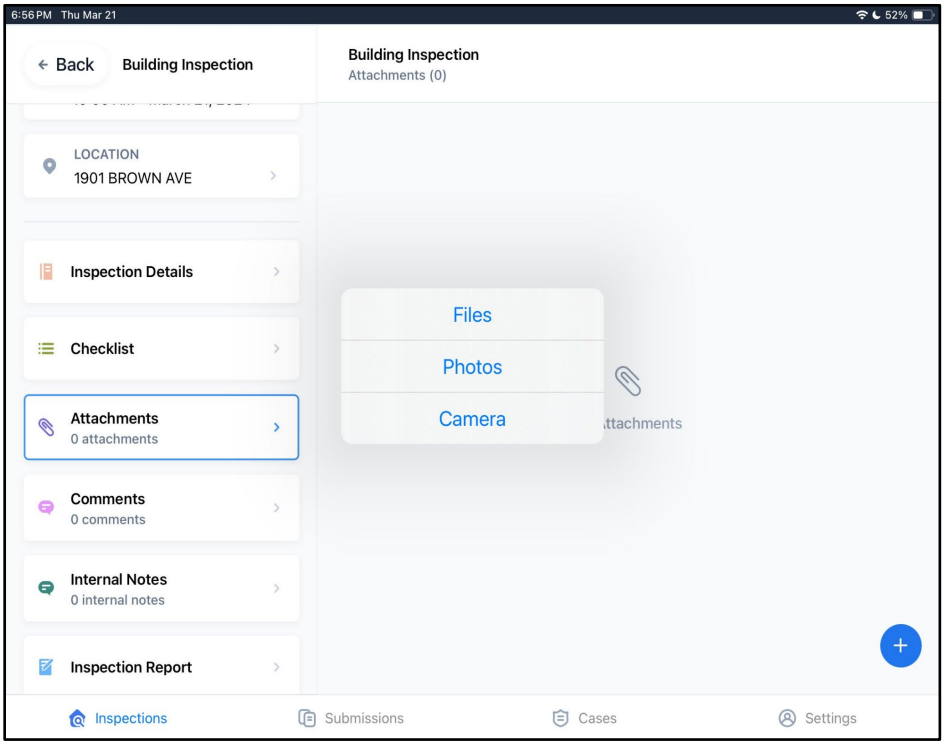


Inspectors' Assignment- For Illustrative Purposes Only



Inspection Checklist- For Illustrative Purposes Only

Inspection processes can be configured to match the processes your inspectors use today.



Inspection Details - For Illustrative Purposes Only

Inspectors can easily gather pictures or attachments from the tablet or smartphone.

Fees

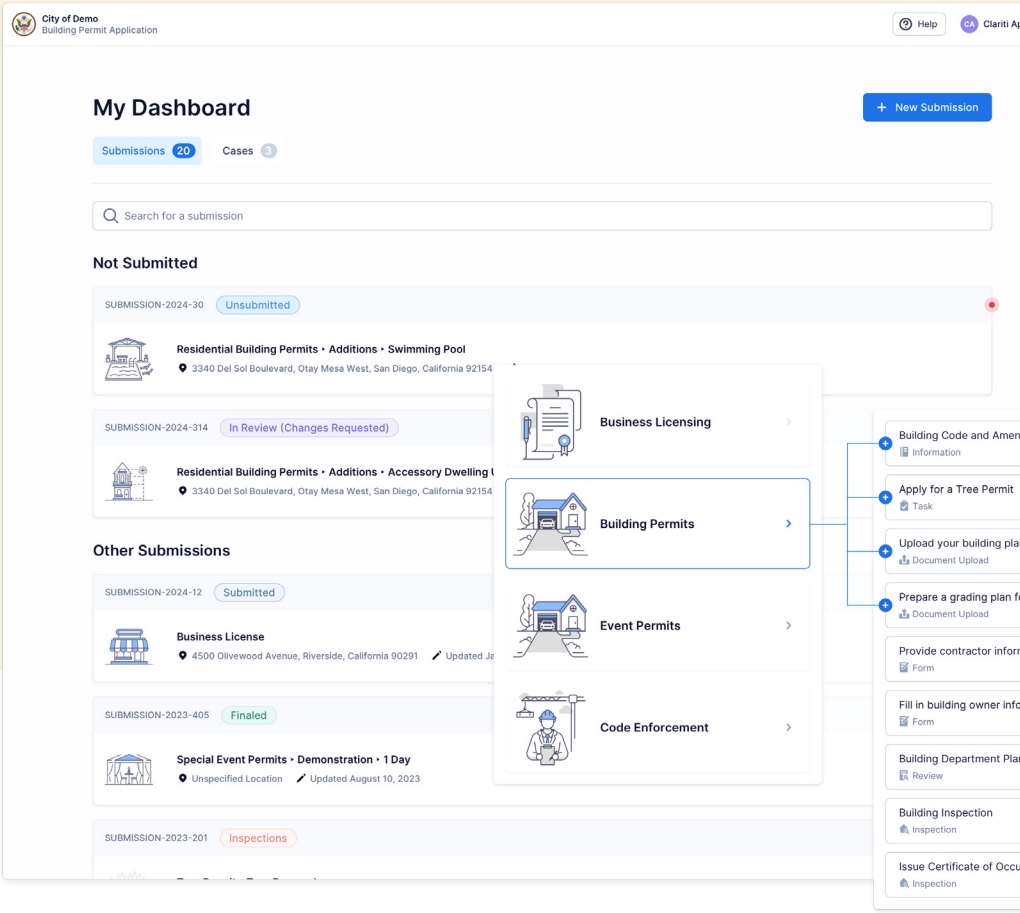
Item	Includes	Cost
Annual Subscription for permit, license, and code enforcement system	• Unlimited external and internal users • 1 TB data storage • Includes unlimited submission types • Features outlined in proposal	$26,000 / year*
One Time Set Up and Implementation	• One-time cost	$19,000
First Year Total		**$45,000**
Annual Subscription for years 2 and 3 (with 3-year agreement)		**$26,000**

*At the end of the terms of the agreement the price will increase by 5% annually

Clariti

Launch

Quick-start permitting software for small to mid-sized governments.



What our customers say

"It's night and day comparing what we did then to what we're doing now."

–Greg Horsfall,
Chief Building Official,
Placerville, CA

"To have a person to contact and get immediate action is great. That's rare these days."

–Christy Davis,
Permit Coordinator,
Mineral Wells, TX

"[With Launch], I can easily adjust codes, regulations, statutes, and ordinances."

–Geoff Simmons,
Chief Building Official,
Pleasant Hill, CA

Trusted by leading governments across North America

Syracuse, New York
City of Mineral Wells, Texas
The County of Santa Cruz, 1850
City of Placerville, Old Hangtown
City of Adelanto, California, Progress through unity, Incorporated December 22, 1970
City of Pompano Beach, Florida

Clariti

Capabilities

- Permitting
- Licensing
- Inspections
- Enforcement
- Plan Review

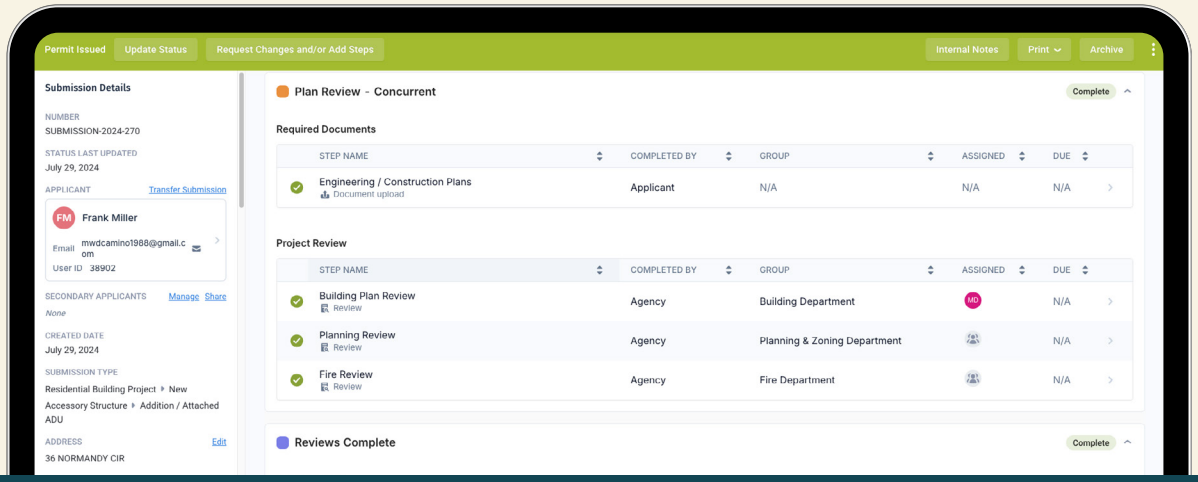
Why Clariti Launch

Extensive prebuilt functionality
Start with a framework of must-have workflows and easily build from there.

Quick to set up
Go live faster than comparable permitting systems.

Easy to adjust
Use Launch's simple drag-and-drop tools to easily add and edit your workflows and rules.

Support when you need
Launch is already easy to use, but our in-house implementation team is there to help you every step of the way.



From: Nubia Marin-Pinzon
To: Krysti Barksdale-Noble
Subject: Re: Clariti Permitting Software
Date: Wednesday, September 17, 2025 12:32:35 PM
Attachments: image001.png
image002.png
image003.png
Outlook-image.png
Outlook-website.png
Outlook-facebook.png
Outlook-instagram.png
Outlook-x.png

Good morning Krysti,

I apologize for not returning the call. I am in a deadline crunch. Please see my response below. I hope it helps and if you have additional questions we can jump on a call next week.

Regards,

Nubia Marin-Pinzon
Building Technician | Community Development

Phone. +1 760-246-2300 Ext 11137

Email npinzon@adelantoca.gov
Address. 11600 Air Expressway, Adelanto CA, 92301

Monday – Thursday 7:00am - 6:00pm Closed Friday

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From: Krysti Barksdale-Noble <knoble@yorkville.il.us>
Sent: Wednesday, September 17, 2025 7:58 AM
To: Nubia Marin-Pinzon <npinzon@adelantoca.gov>
Subject: Clariti Permitting Software

Good Morning Nubia,

Following up on my previous voicemail message, the City of Yorkville is currently considering the purchase of the Clariti Launch building permitting software and wanted to ask a few quick questions as part of our due diligence. If you would kindly respond via email or a quick call to the following questions about the City of Adelanto's experience with Clariti, I'd greatly appreciate it:

Service & Support

- *"How responsive and effective has Clariti's customer support team been—both during implementation and after go-live?"*-

  Clariti has always offered friendly and speedy assistance. Recently, a ticket-type response system was implemented which continues to provide assistance in a timely manner to the program user. Clariti has followed up with me if they notice that the response wasn't satisfactory. When a solution is not ideal customer assistance then turns over the concern to their engineers for program improvement to try and meet the customer's needs. Many have been successfully met. While I was not part of the initial implementation team, I do find it useful that the support provided has been an all-inclusive assistant. At no additional cost or with additional membership fees. It has never been a robot assistant. Always a live person responding which I am very content with.

2. Functionality & User Experience

- *"How well does the system meet the day-to-day needs of staff, applicants, and inspectors, and are there any limitations you wish you had known beforehand?"*

  Clariti does have shortcomings for the permitting process but at the moment I am unable to distinguish if this is because the lack of administrators of the program here in our city. Adelanto is a very small town with employees handling multiple responsibilities, but it would be best to have a specifically assigned person within the Community Development Division. The administrator should handle everything from program updates, to training, maintenance and supervision of the system to ensure users are entering data in a clean consistent format. The administrator would need a clear vision of the team expectations, process & procedure and most importantly the level of tech savvy. While Clariti is a simple platform, users (internal and external) find the initial interaction confusing. I believe this to be common for any new program; there is always a learning curve. However, like many things, after time spent practicing the program is easy to navigate through and very easy to manipulate internally to better the experience for the user community. Things that I believe would have been important to have known prior to acquiring (I wasn't a part of that) is to know the lack of automation. Some things I

have come across with no resolution are:

1. When fees are marked paid it is not reflected on the permit (fees are also not tallied on the permit)
2. Forms can be added in PDF format. Data fields are reflected on the permit but are limited to manual input data. There's no internal computation from Clariti side. No direct importing information from online sources such as Contractor's license board.
3. Here, there is no control of the font or font size on the forms causing documents to print illegible. Time is then spent fixing the form.

Please note that Adelanto isn't using the internal payment feature.

3. Implementation Process

- *"What was your experience with the implementation process—timeline, training, data migration, and ongoing adjustments? Did Clariti's team deliver as promised?"*

  I was not part of the initial implementation. I was part of the process for the Renewal update and that went well. They helped enter records that needed to be manually input and provided project management where needed.

4. Integration & Workflow

- *"How smoothly has Clariti integrated with your existing systems (e.g., payment providers, GIS, ERP, document management), and what impact has it had on staff workflows?"*
  Utility billing staff did not want to integrate payment providers. GIS is not updated frequently here, I have been here three years, and I believe we are operating with the same files. Document management has been great, no lost files, no maxed-out storage, no fees for the storage.

5. Value & Outcomes

- *"Since adopting Clariti, what measurable benefits have you seen—such as efficiency gains, reduced processing times, improved transparency, or other benefits?"*

  Since I started assisting in the administration of the software program there has been better communication as to what needs to be internally modified. We added several permit types to help clean up data for reporting purposes. We have extended the use of the program to other departments such as Engineering, Planning, Cannabis Inspection/Renewals, Animal Control Licenses and currently Rental Housing Program. We explored adding Business licenses, but it was not feasible to end the services from HDL. Clariti is definitely an adaptable program for many uses within Community Development so long as the staff is communicative, supportive and efficient.

If you can provide me your feedback by **Friday, September 26th** I'd greatly appreciate it. Let me know if you have any questions. Thank you very much for your time.

Best Regards,

Krysti J. Barksdale-Noble, AICP
(she/her)
Community Development Director
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
(630) 553-8573
(630) 742-7808
www.yorkville.il.us

From: Bob Creadeur
To: Krysti Barksdale-Noble
Subject: Clarity -Syracuse NY
Date: Thursday, September 18, 2025 9:12:56 AM

On Wednesday September 17th I spoke with three employees of the City of Syracuse NY regarding their experience using Clarity softwear. I spoke to several to get more perspective on the product from different users. The city has been using Clarity since 2019.

Dylan Honeywell, Permit Technician, reported that he uses it daily and found that it made his job easier, made information easier to retrieve and thought the migration went smoothly. They also use it for violations and found that process to now be more difficult. He felt that Clarity has been relatively responsive to concerns the employees had with the system. Integration of all systems and users has not yet been completed. He did state that he felt that the process was now more efficient.

Robert Melcher, Building Inspector, responded that he found it very user friendly for permitting but they have not transitioned yet for building inspections.

Jessica Brant, Director of Central Permit Office Neighborhood and Business Development, Code Enforcement Division was the third user I spoke with and was the most knowledgeable of this product. She told me that although they have been implementing Clarity since 2019 they are not yet fully implemented and are still using other older systems. She described their transition as still being in the toddler stage. They started using Clarity for only electrical and HVAC permits first and have achieved full implementation for the permitting process only last month. She felt that it has provided a positive impact on the permitting phase and is more efficient.

Clarity allows them 24 hour access to permit applications for both the applicant and the reviewer. It allows digital plans and can be revised on-line. While inspection recording is available, they have not implemented that phase yet.

Ms. Brant did acknowledge that while both the permit applications and drawings are great on a PC, using the phone app has some severe limitations. She did recommend that should we use Clarity for field use that a tablet would be much more practical than that phone app.

She did comment that the implementation of the permitting process has been challenging but they have evolved from a totally paper based office to everything now being digital.

She described the system as very intuitive and user friendly and did comment that it does contain the ability to see the work flows developed by other users which can be basically cut and pasted for your own use eliminating the need to build our work flow processes from scratch.

From: Sara Mendez
To: Krysti Barksdale-Noble
Subject: RE: Clariti - reference checks
Date: Wednesday, September 17, 2025 2:59:07 PM
Attachments: image001.png
image002.png
image003.png

Hi Krysti,

I have complied responses from Christy Davis, Permit Coordinator, from Mineral Wells, Texas on Clariti below:

1. **Service and Support**
    a. Clariti's customer support has been very responsive both during and after implementation. Clariti scheduled Zoom meetings prior to going live to address questions and provide previews, allowing time for adjustments. Any issues raised were resolved quickly.
2. **Functionality and User Experience**
    a. The system is technical but still user-friendly. Their staff enjoys using it. Some older applicants had initial difficulties, but the in-office kiosk with staff assistance has been very helpful. The City highly recommends having an in-office kiosk. Clariti also allows voiding documents easily and provides an overall positive experience for staff, applicants, and inspectors.
3. **Implementation Process**
    a. Christy was hired shortly before going live, but within the first month she submitted changes that Clariti implemented immediately. Clariti makes it easy and convenient to make adjustments internally without having to rely on Clariti. Document uploading and exporting data into Excel works smoothly. Training both before and after implementation was thorough and included modules on uploading forms, creating data fields, processing payments, and more. Overall, Christy believes Clariti has delivered on their promises.
4. **Integration and Workflow:**
    a. The City uses a different GIS system, but sending data to clarity allows for automatic integration. Property tax information can also be implemented. The City's payment system did not integrate directly, but their staff are able to post payments separately without any issues. Overall, their workflow is smoother as Clariti reduces errors and missing information on applications, which is common with paper submissions.
5. **Value and Outcomes**
    a. Clariti has been very efficient for the City. For example, the required fields feature has cut down on the back and forth that are typically seen on incomplete paper application, phone calls from applicants has dropped significantly, and the login feature saves information for future use for developers and residents. Christy has noted the permitting turnaround has reduced to within 5 minutes.

If you have any further questions, please let me know.

All the best,

Sara Mendez
(she/her)
Senior Planner
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
(630) 553-8555
(630) 450-1304
www.yorkville.il.us

From: Krysti Barksdale-Noble <knoble@yorkville.il.us>
Sent: Thursday, September 11, 2025 10:58 AM
To: Bobbie Blystone <bblystone@yorkville.il.us>; Gina Nelson <gnelson@yorkville.il.us>; Sara Mendez <smendez@yorkville.il.us>; David Hansen <dhansen@yorkville.il.us>; Peter Ratos <pratos@yorkville.il.us>; Aaron Rosa <arosa@yorkville.il.us>; Gina Hastings <ghastings@yorkville.il.us>; Bob Creadeur <bcreadeur@yorkville.il.us>
Subject: Clariti - reference checks
Importance: High

All,

As we prepare to make the formal request to authorize the purchase of the Clariti Launch permitting software at an upcoming Administrative Committee meeting, I'd like for each of us to contact one (1) municipality that has utilized Clariti to get feedback on their experience.

Below, I have assigned each staff member with a specific municipality and provided suggested questions to ask:

STAFF	Municipality
Gina Nelson	Albany, New York
Bobbie Blystone	Placerville, California
Sara Mendez	Mineral Well, Texas
David Hansen	South Burlington, Vermont
Pete Ratos	Tredyffrin Township, Pennsylvania
Gina Hastings	Pleasant Hill, California
Bob Creadeur	Syracuse, New York
Aaron Rosa	Pompano Beach, Florida
Krysti Noble	Adelanto, California

Questions:

1. Service & Support

- *"How responsive and effective has Clariti's customer support team been—both during*

implementation and after go-live?"

2. Functionality & User Experience

- *"How well does the system meet the day-to-day needs of staff, applicants, and inspectors, and are there any limitations you wish you had known beforehand?"*

3. Implementation Process

- *"What was your experience with the implementation process—timeline, training, data migration, and ongoing adjustments? Did Clariti's team deliver as promised?"*

4. Integration & Workflow

- *"How smoothly has Clariti integrated with your existing systems (e.g., payment providers, GIS, ERP, document management), and what impact has it had on staff workflows?"*

5. Value & Outcomes

- *"Since adopting Clariti, what measurable benefits have you seen—such as efficiency gains, reduced processing times, improved transparency, or other benefits?"*

If you can provide me your feedback by **Friday, September 26th** I'd greatly appreciate it. Let me know if you have any questions.

Best Regards,

Krysti J. Barksdale-Noble, AICP
(she/her)
Community Development Director
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
(630) 553-8573
(630) 742-7808
www.yorkville.il.us

From: David Hansen
To: Krysti Barksdale-Noble
Subject: RE: Clariti - reference checks
Date: Tuesday, September 23, 2025 2:25:29 PM
Attachments: image001.png
image002.png
image003.png

Hi Krysti –

Please see below for South Burlington, VT Clariti Experience. I spoke to the Fire Chief / Deputy City Manager Steve Locke who is responsible for implementing the software for the City. Currently only a few permits are live (rental program, liquor licenses, entertainment, dog/cat, occupancy and street closure permitting).

Planning and Zoning (and PW) are scheduled for a January 1, 2026 launch. Planning and Zoning is anticipated to be live approximately a year after signing the contract (plan was 6 months, but scheduling hurdles from both sides pushed it back). However the code enforcement module is currently live.

Questions:

1. Service & Support

- *"How responsive and effective has Clariti's customer support team been—both during implementation and after go-live?"*
    - The overall implementation process is more complex than the salesperson acknowledged. However with a good project manager and knowledgeable staff the implementation has gone smoothly thus far. Some workflows take time to develop so patience is key.
    - Clariti has a very good implementation process which includes bi-weekly meetings with staff (recorded and shared to everyone for reference). Meetings have a lot of homework for both sides so it is important everyone stays on schedule to hit the agreed upon deadlines.
    - Clariti has continued to provide great service once modules go live and are very attentive.

2. Functionality & User Experience

- *"How well does the system meet the day-to-day needs of staff, applicants, and inspectors, and are there any limitations you wish you had known beforehand?"*
    - The system has met the needs for each member.
    - Older population / not as techy crowd had concerns, but are adjusting over time.
    - Inspectors have used the system in the field with no issues to date.

3. Implementation Process

- *"What was your experience with the implementation process—timeline, training, data migration, and ongoing adjustments? Did Clariti's team deliver as promised?"*
    - Clariti's team has been very helpful with implementation although we had a miscommunication with the first project manager. Upon Clariti reassigning a new

project manager implementation went smoothly for first go lives, which took about six months.
    - Otherwise so far City has been satisfied with timeline, training and delivering the product as promised.

4. Integration & Workflow

- *"How smoothly has Clariti integrated with your existing systems (e.g., payment providers, GIS, ERP, document management), and what impact has it had on staff workflows?"*
    - It has increased efficiency in staff workflows and limited majority of foot traffic in the office.
    - Our payment provider (forgot to ask which one) did have an issue regarding accepting a payment or two per month. However staff and the payment provider have resolved the issue in a timely manner and as time has gone on less instances have occurred.
    - The City uses the system for some fire related permits. It allows staff to process the permit and payment timely as well as work with the City's existing fire incident software.
    - GIS is being implemented with Planning and Zoning so no information on the process was provided.

5. Value & Outcomes

- *"Since adopting Clariti, what measurable benefits have you seen—such as efficiency gains, reduced processing times, improved transparency, or other benefits?"*
    - Overall, minimal complaints, improved efficiency and quite the learning curve at first.
    - However after staff and public understand the new expectations, the system has made everyone's lives easier, more productive and efficient.
    - Liquor Licenses permits use to take a week or two for review, now they are being processed and issued in an hour or two due to multiple departments having immediate access and review of the subject matter.

If you have any questions, please let me know!

Thank you,

David Hansen
Senior Planner
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
(630) 553-8588
(331) 400-3199
www.yorkville.il.us

From: Krysti Barksdale-Noble <knoble@yorkville.il.us>
Sent: Thursday, September 11, 2025 10:58 AM
To: Bobbie Blystone <bblystone@yorkville.il.us>; Gina Nelson <gnelson@yorkville.il.us>; Sara Mendez <smendez@yorkville.il.us>; David Hansen <dhansen@yorkville.il.us>; Peter Ratos

<pratos@yorkville.il.us>; Aaron Rosa <arosa@yorkville.il.us>; Gina Hastings <ghastings@yorkville.il.us>; Bob Creadeur <bcreadeur@yorkville.il.us>
Subject: Clariti - reference checks
Importance: High

All,

As we prepare to make the formal request to authorize the purchase of the Clariti Launch permitting software at an upcoming Administrative Committee meeting, I'd like for each of us to contact one (1) municipality that has utilized Clariti to get feedback on their experience.

Below, I have assigned each staff member with a specific municipality and provided suggested questions to ask:

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Gina Hastings	Pleasant Hill, California
Bob Creadeur	Syracuse, New York
Aaron Rosa	Pompano Beach, Florida
Krysti Noble	Adelanto, California

Questions:

1. Service & Support

- *"How responsive and effective has Clariti's customer support team been—both during implementation and after go-live?"*

2. Functionality & User Experience

- *"How well does the system meet the day-to-day needs of staff, applicants, and inspectors, and are there any limitations you wish you had known beforehand?"*

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If you can provide me your feedback by **Friday, September 26th** I'd greatly appreciate it. Let me know if you have any questions.

Best Regards,

Krysti J. Barksdale-Noble, AICP
(she/her)
Community Development Director
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Yorkville, Illinois 60560
(630) 553-8573
(630) 742-7808
www.yorkville.il.us

From: Peter Ratos
To: Krysti Barksdale-Noble
Subject: RE: Clariti review
Date: Friday, September 26, 2025 2:17:32 PM

Krysti,

I spoke with Robert the Senior planner for the Township about Clariti. He said it was a incredible system for building permits and processes for Zoning and Building. The one issue he said that took some getting used to is the search function for looking up property history and old permits. He said that in Clariti the permit number is the most important data point and if you try to search by address it can be a problem. They hurdled this by archiving on lazerfish and using that as their search by address data base. He said once the learning phase is complete the system is very good. Thank you.

Pete

From: Krysti Barksdale-Noble <knoble@yorkville.il.us>
Sent: Friday, September 26, 2025 2:03 PM
To: Peter Ratos <pratos@yorkville.il.us>
Subject: RE: Clariti review

Thanks.

From: Peter Ratos <pratos@yorkville.il.us>
Sent: Friday, September 26, 2025 1:59 PM
To: Krysti Barksdale-Noble <knoble@yorkville.il.us>
Subject: Clariti review

Krysti,

I am still trying to get ahold of Erin McPherson with Tredyffrin Township, Pennsylvania. She was out of the office this morning and no answer this afternoon. I did find a review of the Clariti system she posted on Linkedin. I have attached it for your review. The front desk staff did tell me that they really did like the system and that it was a time saver and reduced the amount of paper to the point that they barely need the printer in the office. I will keep trying to reach out to Erin for a personal review of the Clariti system.

Pete

https://www.linkedin.com/posts/claritisoftware_with-clariti-launch-its-drastically-activity-7350913631510745088-VwkV

From: Gina Hastings
To: Krysti Barksdale-Noble
Subject: FW: Clariti Software
Date: Monday, September 29, 2025 2:19:50 PM

Just checked email, the response from the Code Official is below.

From: Geoff Simmons <gsimmons@phillca.gov>
Sent: Monday, September 29, 2025 11:26 AM
To: Gina Hastings <ghastings@yorkville.il.us>
Subject: RE: Clariti Software

Hi Gina,

Sorry we did not get back with you sooner; we only use Clarity for the permit guide product and do not use it for permitting. We use Tyler EPL for permitting.

Geoff

From: Gina Hastings <ghastings@yorkville.il.us>
Sent: Friday, September 26, 2025 6:10 AM
To: Geoff Simmons <gsimmons@phillca.gov>
Subject: FW: Clariti Software

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender.

Geoff,

Per the email below, I am trying to obtain information/feedback on Clariti Launch. I have not been able to connect with the building inspectors and was hoping you may be able to assist with providing the information requested below.

Thank you in advance for your assistance.

Regards,

Gina Hastings
Building Inspector

651 Prairie Pointe • Yorkville, IL 60560
630-553-8532 (Direct)
630-277-3003 (Cell)
ghastings@yorkville.il.us
www.yorkville.il.us

From: Gina Hastings
Sent: Monday, September 22, 2025 2:41 PM
To: 'fpowell@pleasanthillca.org' <fpowell@pleasanthillca.org>; 'Kmone@pleasanthillca.org' <Kmone@pleasanthillca.org>
Subject: Clariti Software

Fred and Kieran,

Our municipality, The United City of Yorkville, is preparing to make the formal request to authorize the purchase of the Clariti Launch permitting software at an upcoming meeting. We were provided your name as a municipality that has utilized Clariti. I am hoping to get your feedback on your experience using Clariti. I have attempted to contact Fred but due to the time difference between our states, I thought sending an email with my questions might be an easier route to gain your feedback. If you could respond by Thursday 9/18/25 I would greatly appreciate it. Thank you in advance for your time.

The following are the questions I hope you can answer:

1. Service & Support
- *How responsive and effective has Clariti's customer support team been—both during implementation and after go-live?*

2. Functionality & User Experience
- *How well does the system meet the day-to-day needs of staff, applicants, and inspectors, and are there any limitations you wish you had known beforehand?*

3. Implementation Process
- *What was your experience with the implementation process—timeline, training, data migration, and ongoing adjustments? Did Clariti's team deliver as promised?*

4. Integration & Workflow
- *How smoothly has Clariti integrated with your existing systems (e.g., payment providers, GIS, ERP, document management), and what impact has it had on staff workflows?*

5. Value & Outcomes
- *Since adopting Clariti, what measurable benefits have you seen—such as efficiency gains, reduced processing times, improved transparency, or other benefits?*

Gina Hastings
Building Inspector

651 Prairie Pointe • Yorkville, IL 60560

630-553-8532 (Direct)
630-277-3003 (Cell)
ghastings@yorkville.il.us
www.yorkville.il.us

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 2025-80

Agenda Item Summary Memo

Title: FY 2026 Budget Amendment – Special Census

Meeting and Date: City Council – October 28, 2025

Synopsis: Please see attached memo.

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: 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: Administration Committee
From: Rob Fredrickson, Finance Director
Date: September 10, 2025
Subject: FY 2026 Budget Amendment - Special Census

Summary

Approval of a budget amendment to formally recognize and allocate funding for costs previously incurred in connection with the Special Census.

Background

Last December, the City Council approved a resolution authorizing a memorandum of understanding with the United States Census Bureau, along with a corresponding budget amendment, to conduct a special census. The total cost of the special census was estimated at $899,950, which the City paid in full during the prior fiscal year (FY 2025).

While the census was originally scheduled to take place in the spring of 2025, a Federal hiring freeze implemented in January caused the project to be deferred until fall of 2025, which falls within the City's FY 2026. Due to this shift in timing, the City is required under modified accrual basis of accounting (i.e., GAAP), to record the payment as a prepaid asset at the close of FY 2025, rather than as an expenditure. The cost will then be reclassified as an expenditure in FY 2026, once the census activities have actually taken place and services are rendered.

To ensure proper alignment with this accounting treatment, the $900,000 previously appropriated for the special census has been carried forward into the FY 2026 Budget. This adjustment is reflected under the Special Census line item (01-640-54-00-5478) within the Administrative Services Department in the General Fund. By carrying forward this appropriation, the City not only remains compliant with GAAP requirements but also maintains a budget that accurately reflects the true timing of the census project and its associated costs.

Recommendation

Staff recommends approval of the attached budget ordinance.

Ordinance No. 2025-____

AN ORDINANCE AUTHORIZING THE THIRD AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2025 AND ENDING ON APRIL 30, 2026

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

WHEREAS, pursuant to 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2025-28 on April 8, 2025 adopting an annual budget for the fiscal year commencing on May 1, 2025 and ending on April 30, 2026; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the United City of Yorkville may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision; and,

WHEREAS, funds are available to effectuate the purpose of this revision.

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

Section 1: That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the General fund with respect to the United City of Yorkville's 2025-2026 Budget are hereby approved.

Section 2: This ordinance shall be in full force and effect from and after its passage and

approval according to law.

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

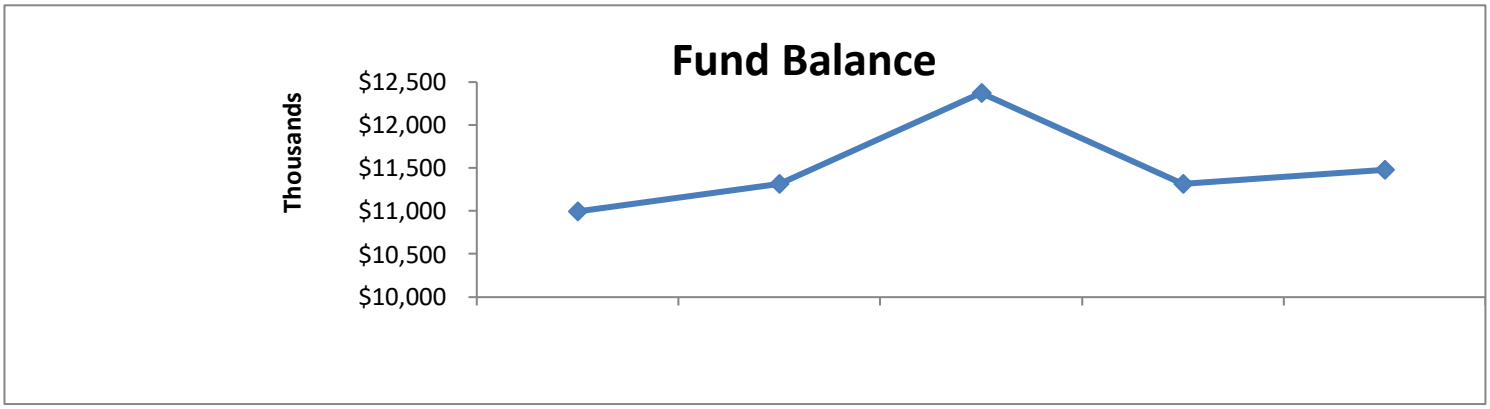
_____

CITY CLERK

Schedule A

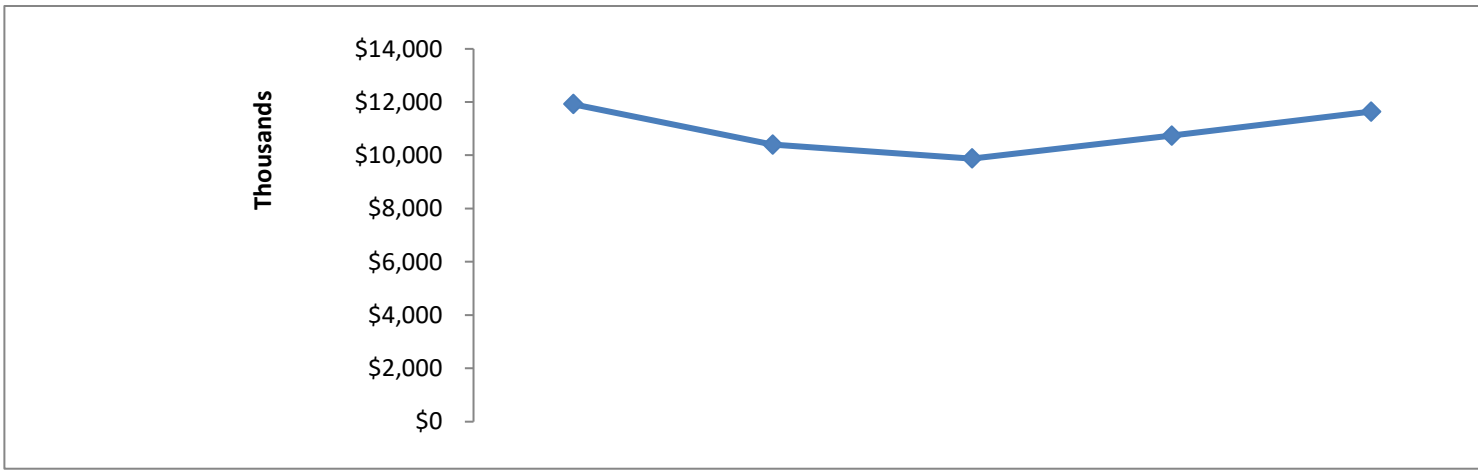
GENERAL FUND (01)

	FY 2023 Actual	FY 2024 Actual	Unaudited FY 2025 Actual	FY 2026 Adopted Budget	FY 2026 Amended Budget
Revenue					
Taxes	$ 15,255,097	$ 15,541,954	$ 16,718,895	$ 17,404,813	$ 17,404,813
Intergovernmental	5,916,027	4,679,896	4,736,186	4,535,663	4,535,663
Licenses & Permits	832,548	914,890	777,649	750,000	750,000
Fines & Forfeits	100,782	104,162	90,133	95,400	95,400
Charges for Service	2,067,245	2,213,396	2,339,000	2,457,154	2,457,154
Investment Earnings	288,828	713,609	549,947	400,000	400,000
Reimbursements	24,071	50,432	66,375	50,000	50,000
Miscellaneous	45,016	31,225	51,717	45,583	45,583
Total Revenue	**$ 24,529,614**	**$ 24,249,564**	**$ 25,329,902**	**$ 25,738,613**	**$ 25,738,613**
Expenditures					
Salaries	$ 5,686,617	$ 6,095,231	$ 6,588,585	$ 7,534,493	$ 7,534,493
Benefits	3,443,027	3,553,135	3,694,581	4,428,683	4,428,683
Contractual Services	6,820,753	7,781,615	8,256,909	7,503,289	8,403,289
Supplies	319,849	319,592	328,309	359,097	359,097
Contingency	-	-	-	-	-
Other Financing Uses	7,889,863	6,179,088	5,400,689	5,913,051	5,913,051
Total Expenditures	**$ 24,160,109**	**$ 23,928,661**	**$ 24,269,073**	**$ 25,738,613**	**$ 26,638,613**
Surplus (Deficit)	$ 369,505	$ 320,903	$ 1,060,829	$ -	$ (900,000)
Ending Fund Balance	**$ 10,996,607**	**$ 11,317,511**	**$ 12,378,340**	**$ 11,317,511**	**$ 11,478,340**
	45.5%	*47.3%*	*51.0%*	*44.0%*	*43.1%*



ADMINISTRATIVE SERVICES DEPARTMENT

	FY 2023 Actual	FY 2024 Actual	Unaudited FY 2025 Actual	FY 2026 Adopted Budget	FY 2026 Amended Budget
Expenditures					
Salaries	$ 7,220	$ 9,302	$ 8,671	$ 10,000	$ 10,000
Benefits	452,258	470,275	515,330	623,571	623,571
Contractual Services	3,569,597	3,736,693	3,954,982	4,191,416	5,091,416
Supplies	2,131	6,312	-	2,837	2,837
Contingency	-	-	-	-	-
Other Financing Uses	7,889,863	6,179,088	5,400,689	5,913,051	5,913,051
Total Administrative Services Department	**$ 11,921,069**	**$ 10,401,670**	**$ 9,879,672**	**$ 10,740,875**	**$ 11,640,875**



United City of Yorkville

General Fund

640

ADMINISTRATIVE SERVICES DEPARTMENT

Account	Description	FY 2023 Actual	FY 2024 Actual	Unaudited FY 2025 Actual	FY 2026 Adopted Budget	FY 2026 Amended Budget
Salaries						
01-640-50-00-5092	POLICE SPECIAL DETAIL WAGES	$ 7,220	$ 9,302	$ 8,671	$ 10,000	$ 10,000
	Total: Salaries	**$ 7,220**	**$ 9,302**	**$ 8,671**	**$ 10,000**	**$ 10,000**
Benefits						
01-640-52-00-5230	UNEMPLOYMENT INSURANCE	$ 21,197	$ 18,296	$ 12,696	$ 25,000	$ 25,000
01-640-52-00-5231	LIABILITY INSURANCE	408,518	423,898	472,050	570,596	570,596
01-640-52-00-5240	RETIREES - GROUP HEALTH INSURANCE	22,464	27,946	31,364	27,975	27,975
01-640-52-00-5241	RETIREES - DENTAL INSURANCE	60	(43)	89	-	-
01-640-52-00-5242	RETIREES - VISION INSURANCE	19	178	(869)	-	-
	Total: Benefits	**$ 452,258**	**$ 470,275**	**$ 515,330**	**$ 623,571**	**$ 623,571**
Contractual Services						
01-640-54-00-5418	PURCHASING SERVICES	$ 11,065	$ -	$ -	$ -	$ -
01-640-54-00-5423	IDOR ADMINISTRATION FEE	69,286	69,651	75,291	79,234	79,234
01-640-54-00-5427	GC HOUSING RENTAL ASSISTANCE	10,242	11,352	10,272	12,695	12,695
01-640-54-00-5434	GIS CONSORTIUM SERVICES	-	-	6,895	120,000	120,000
01-640-54-00-5439	AMUSEMENT TAX REBATE	32,836	15,751	-	-	-
01-640-54-00-5449	KENCOM	240,925	216,754	196,726	217,442	217,442
01-640-54-00-5450	INFORMATION TECHNOLOGY SERVICES	288,383	318,985	360,595	372,500	372,500
01-640-54-00-5453	BUILDINGS & GROUNDS CHARGEBACK	154,526	218,320	266,358	280,540	280,540
01-640-54-00-5456	CORPORATE COUNSEL	109,642	149,717	168,364	160,000	160,000
01-640-54-00-5461	LITIGATION COUNSEL	46,992	111,933	29,200	75,000	75,000
01-640-54-00-5462	PROFESSIONAL SERVICES	33,273	34,003	38,793	40,000	40,000
01-640-54-00-5463	SPECIAL COUNSEL	8,554	6,818	12,217	30,000	30,000
01-640-54-00-5465	ENGINEERING SERVICES	399,880	349,629	397,351	425,000	425,000
01-640-54-00-5473	KENDALL AREA TRANSIT	23,550	23,550	27,712	32,000	32,000
01-640-54-00-5478	SPECIAL CENSUS	-	-	-	-	900,000
01-640-54-00-5481	HOTEL TAX REBATE	137,264	140,288	144,857	157,500	157,500
01-640-54-00-5486	ECONOMIC DEVELOPMENT	172,820	176,205	180,528	198,836	198,836
01-640-54-00-5491	CITY PROPERTY TAX REBATE	1,370	1,501	1,534	1,611	1,611
01-640-54-00-5492	SALES TAX REBATE	1,038,657	1,093,188	1,162,076	1,100,000	1,100,000
01-640-54-00-5493	BUSINESS DISTRICT REBATE	582,036	575,072	617,969	634,058	634,058
01-640-54-00-5494	ADMISSIONS TAX REBATE	208,296	223,356	258,037	250,000	250,000
01-640-54-00-5499	BAD DEBT	-	620	207	5,000	5,000
	Total: Contractual Services	**$ 3,569,597**	**$ 3,736,693**	**$ 3,954,982**	**$ 4,191,416**	**$ 5,091,416**

United City of Yorkville

General Fund

640

ADMINISTRATIVE SERVICES DEPARTMENT

Account	Description	FY 2023 Actual	FY 2024 Actual	Unaudited FY 2025 Actual	FY 2026 Adopted Budget	FY 2026 Amended Budget
Supplies						
01-640-56-00-5625	REIMBURSABLE REPAIRS	$ 2,131	$ 6,312	$ -	$ 2,837	$ 2,837
	Total: Supplies	**$ 2,131**	**$ 6,312**	**$ -**	**$ 2,837**	**$ 2,837**
Contingency						
01-640-70-00-7799	CONTINGENCY	$ -	$ -	$ -	$ -	$ -
	Total: Contingency	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Other Financing Uses						
01-640-99-00-9923	TRANSFER TO CITY-WIDE CAPITAL	$ 2,902,227	$ 1,843,512	$ 1,555,416	$ 2,437,018	$ 2,437,018
01-640-99-00-9923	TRANSFER TO BUILDING & GROUNDS	803,877	799,779	387,344	-	-
01-640-99-00-9942	TRANSFER TO DEBT SERVICE	321,373	-	-	-	-
01-640-99-00-9952	TRANSFER TO SEWER	1,600,356	1,065,723	1,069,096	538,581	538,581
01-640-99-00-9979	TRANSFER TO PARK & RECREATION	2,232,541	2,440,844	2,357,728	2,896,780	2,896,780
01-640-99-00-9982	TRANSFER TO LIBRARY OPERATIONS	29,489	29,230	31,105	40,672	40,672
	Total: Other Financing Uses	**$ 7,889,863**	**$ 6,179,088**	**$ 5,400,689**	**$ 5,913,051**	**$ 5,913,051**
	Total: ADMINISTRATIVE SERVICES	**$ 11,921,069**	**$ 10,401,670**	**$ 9,879,672**	**$ 10,740,875**	**$ 11,640,875**

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 2025-81

Agenda Item Summary Memo

Title: Progressive Energy – Community Solar Subscription Agreement

Meeting and Date: City Council – October 28, 2025

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Administration Committee
From: Rob Fredrickson, Finance Director
Date: October 7, 2025
Subject: Community Solar Subscription Program

Summary

Approval of a resolution authorizing City Administrator to enter into a Community Solar Subscription Agreement with an Illinois Power Authority licensed Community Solar Developer, structured to provide a minimum 10% guaranteed cost savings on the City's electricity consumption while advancing municipal sustainability objectives and supporting broader clean energy initiatives.

Background

Community solar programs were established in Illinois following the passage of the Future Energy Jobs Act (FEJA) in 2016 and expanded under the Climate and Equitable Jobs Act (CEJA) in 2021. These state-authorized initiatives allow multiple subscribers—such as municipalities, businesses, and residents—to share in the benefits of solar energy produced by a larger, off-site solar facility. Unlike traditional solar installations, which require panels on each individual building, community solar projects enable participants to subscribe to a portion of a centrally located solar farm. Energy generated by the facility is delivered to the electrical grid and subscribers receive energy credits on their utility bills that correspond to their share of the solar output. This model expands access to renewable energy without the need for on-site infrastructure, up-front capital investment or ongoing maintenance.

The City has been working with Progressive Energy Group, an independent energy consulting firm, to evaluate community solar opportunities and facilitate Yorkville's participation in a subscription program. Under this arrangement, the City would subscribe to a portion of the electrical output generated by a regional solar facility. The electricity itself would not be physically delivered to City facilities; instead, credits for the generated power would be applied to the City's existing ComEd utility accounts. In exchange, the City would remit payment to the Community Solar Developer equal to 90% of the credit value, resulting in a guaranteed 10% net savings on the credited portion of its electricity costs. Participation in this program requires no upfront capital investment and provides predictable, long-term cost savings over the term of the agreement, typically 15 to 20 years.

Progressive Energy Group initially recommended US Solar as the City's community solar subscription partner. However, Progressive was recently informed that US Solar's existing community solar fields for commercial customers are fully subscribed—a common occurrence due to the limited capacity available to non-residential participants. Under Illinois program

rules, the Illinois Power Agency typically allocates 50% of total community solar capacity to residential subscribers and the remaining 50% to commercial and governmental entities, resulting in consistently high demand and constrained availability. In response, Progressive continues to coordinate with six active community solar developers and anticipates securing a subscription opportunity for the City within the next 90 days, as additional commercial capacity becomes available under the Illinois Power Agency's program cycles. Whenever feasible, the City would seek to partner with a developer utilizing existing or planned local solar farms, helping to further Yorkville's commitment to local and regional renewable energy investment. However, given the dynamic nature of program availability, this cannot be guaranteed. Accordingly, the proposed Resolution would authorize the City Administrator to enter into subscription agreements with qualified Community Solar Developers for facilities located either within or outside municipal boundaries, as suitable opportunities arise.

To illustrate how the program would function, consider the following example: if the City receives a $1,000 community solar credit on its ComEd bill, ComEd would reduce the billed amount by $1,000. The Community Solar Developer would then invoice the City for $900, equivalent to 90% of the credit value. The resulting $100 difference reflects the City's guaranteed 10% savings. These credits would appear within the "Miscellaneous" section of the City's monthly ComEd invoice.

Any proposed subscription agreement from Progressive would incorporate multiple provisions designed to protect the City's financial and operational interests while maintaining flexibility throughout the contract period. As noted on the preceding page, the subscription term would extend between 15 and 20 years, consistent with industry standards for community solar programs and the useful life of the underlying solar installation. The City would be able to terminate the agreement immediately under specific circumstances, such as changes in regulatory requirements, material default by the developer, or modifications by ComEd that materially affect the economics of the program. Under normal conditions, the City may elect to cancel its subscription with 180 days' written notice. During this period, the City would continue to receive credits and remit payments under standard terms until cancellation is finalized. If the City cancels its participation, the developer must make commercially reasonable efforts to reassign the City's subscribed capacity to another eligible subscriber within 60 days. Should the developer be unable to reassign the capacity—which Progressive notes has never occurred—Progressive Energy Group has committed to assuming full responsibility for any early termination fees on the City's behalf.

The City's subscription would be sized to align with historical electricity usage across its ComEd accounts. There would be no requirement to maintain a fixed minimum usage level beyond the contracted share. Credits generated through community solar production would appear directly on ComEd invoices, while the developer would issue a separate monthly invoice equal to 90% of the credited amount. Payments would be made only after verified receipt of credits, ensuring that the City pays solely for realized savings. The Community Solar Developer would remain responsible for all aspects of facility operation and maintenance and will provide periodic production and savings reports. Additionally, the City would have real-time access to its energy credit data via ComEd's online portal, allowing for transparent tracking of program performance.

In addition, the City intends to request that Community Solar Developers proposing projects within Yorkville's corporate limits, or its 1.5-mile planning jurisdiction, give priority to subscriptions by Yorkville residents, businesses and governmental entities. This approach helps ensure that the benefits of future community solar initiatives remain local—supporting nearby renewable energy development while delivering guaranteed bill credits and cost savings to the Yorkville community. By doing so, the City will maximize both financial savings and sustainability impact, further demonstrating leadership in renewable energy adoption through on-site generation and community-based solar participation.

Recommendation

Staff recommends approval of the attached resolution authorizing the City's participation in the Community Solar Subscription Agreement as they become available.

Resolution No. 2025-_____

RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING COMMUNITY SOLAR PARTICIPATION

WHEREAS, the United City of Yorkville desires to enter into a Community Solar Agreement that will provide solar credits of at least 10% lower than the price ComEd electric supply costs, and provide renewable power to United City of Yorkville facilities; and

WHEREAS, staff has been investigating all available Community Solar Subscription programs, and has determined that the City should provide the City Administrator with the authority to enter into contracts once competitive offering has been solicited by the Progressive Energy Group; and

WHEREAS, it is in the best interest of the City to provide the City Administrator with additional authority to enter into contracts for a term not to exceed 20 years which is specifically granted in Illinois Public Act 102-0662 (Climate and Equitable Jobs Act) dated September 15, 2021.

NOW, THEREFORE, IT BE RESOLVED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois that the City Administrator is hereby authorized to select, approve and award contracts for the participation in Community Solar Programs, for a term or terms not to exceed 20 years determined to be the best and lowest responsible bid.

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

CITY CLERK

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

Agenda Item Number

Mayor's Report #7

Tracking Number

CC 2025-82

Agenda Item Summary Memo

Title: Grande Reserve SSA Bond Refunding – Underwriter, Municipal Advisor, and Bond Engagement Letters

Meeting and Date: City Council – October 28, 2025

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
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Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: October 22, 2025
Subject: Underwriter, Municipal Advisor & Bond Counsel Engagement Letters

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Summary

Authorization to approve professional service engagements with Raymond James & Associates, Inc. to serve as underwriter, Speer Financial, Inc. to provide municipal advisory services, and Croke Fairchild Duarte & Beres, LLP to serve as bond counsel, in connection with the proposed refunding and restructuring of the City's Special Service Area (SSA) 2004-104 – Grande Reserve Bonds.

Background

Underwriter - Raymond James & Associates, Inc. (www.raymondjames.com) is a nationally recognized financial services firm that provides public finance and municipal underwriting services to state and local governments. The firm assists issuers with the development of financing strategies, analysis of market conditions, coordination of credit ratings and investor communications, and the underwriting and marketing of municipal securities. Through its national distribution network and institutional investor base, Raymond James supports the efficient execution of municipal bond offerings across a range of financing structures.

The primary Raymond James representatives for this proposed refunding are Dalena Welkomer and Adam Holstine, who serve as Managing Director and Vice President, respectively, with the firm's Naperville office. Both individuals possess extensive municipal finance experience and recently served as the underwriters for the City's 2025A (Water) and 2025B (Public Works/Parks Facility) bond issuances earlier this year while with their previous firm. Building on that experience, Ms. Welkomer and Mr. Holstine have provided staff with updated financial analyses illustrating the potential benefits of refunding the Special Service Area (SSA) 2004-104 Grande Reserve Bonds. As detailed in Exhibit A, the proposed refunding is projected to generate total nominal savings of approximately $434,000 over the remaining term of the bonds. On a per-parcel basis, this translates to estimated annual savings of $214 to $232 for homeowners within the SSA through 2034.

The attached Engagement Letter (Exhibit B) authorizes Raymond James to serve as underwriter for the proposed $3.7 million SSA 2004-104 Special Tax Refunding Bonds. Under this arrangement, Raymond James will purchase the bonds directly from the City and resell them to investors in an arm's-length public offering. The firm will act solely in the capacity of an underwriter and not as a financial or municipal advisor, and therefore does not owe a fiduciary duty to the City. The accompanying G-17 disclosure letter provides further detail regarding Raymond James' role, potential conflicts of interest, compensation framework and the typical risks and characteristics associated with fixed-rate municipal bond transactions. Compensation for the firm will be established in the Bond Purchase Agreement, and is anticipated to consist of a customary underwriting discount—generally between 1.0% and 1.6% of the par amount sold—payable only upon the successful closing of the transaction. The engagement fully complies with applicable SEC and MSRB regulations and formally establishes the framework for Raymond James to proceed with underwriting services related to the proposed refunding.

Municipal Advisor - Speer Financial, Inc. (www.speerfinancial.com) is a nationally recognized, employee-owned municipal advisory firm that works exclusively with governmental entities, providing specialized expertise in debt issuance, financial planning, and related advisory services. The firm has served as the City's primary municipal advisor for more than a decade and has played a key role in numerous financings, including Yorkville's 2025 bond issuances supporting the Lake Michigan water sourcing initiative and the new Public Works/Parks facility, as well as prior issuances in 2023 (water infrastructure improvements), 2022 (refinancing of 2011 bonds and City Hall renovations), and 2021 (City Hall renovations). Speer is also currently assisting the City with the preparation of a prospective WIFIA loan through the U.S. Environmental Protection Agency.

Under the attached engagement agreement (Exhibit C), Speer Financial would serve as the Municipal Advisor to the City for the proposed refunding of the Grande Reserve Special Service Area Bonds. As an independent, SEC- and MSRB-registered municipal advisor, Speer will act in a fiduciary capacity to the City, providing objective advice and analysis in the City's best interest. Speer's services would include financial modeling, coordination with bond counsel and other professionals, assistance with credit rating agency submissions, preparation of disclosure documents and negotiation of terms with the underwriter. Compensation is structured on a contingent basis, payable only upon the successful sale of the bonds, and calculated as $5,000 for the first $1 million of par amount plus $2.50 per $1,000 thereafter, resulting in an estimated fee of approximately $11,750 for the proposed $3.7 million issuance, plus reimbursement of any out-of-pocket expenses. The agreement further specifies that Speer will not provide legal, tax, or investment advice, nor act as underwriter, and includes the required regulatory disclosures regarding potential conflicts of interest and municipal market risks.

Bond Counsel - Croke Fairchild Duarte & Beres, LLP (www.crokefairchild.com) is a certified women-owned corporate law firm headquartered in Chicago, with additional offices in Lake Forest, IL and Milwaukee, WI. The firm provides comprehensive legal services to businesses, private equity and venture capital firms, public entities, founders and family offices, with an emphasis on practical, solution-oriented legal counsel and a client-centered approach.

Attorneys Randall Kulat and James Durkin of Croke Fairchild have served as bond counsel for the City on its last six bond issuances, offering extensive expertise in municipal finance, securities disclosure, and federal tax compliance. They are also currently engaged as bond counsel for the City's proposed WIFIA loan. Under the proposed engagement letter (Exhibit D), Croke Fairchild would serve as bond counsel for the City's 2025 Refunding of SSA 2004-104 Bonds. In this capacity, the firm would provide all necessary legal services related to the authorization, issuance, and sale of the bonds, ensuring that the transaction complies with applicable laws and regulations and that the bonds are legally valid and tax-exempt. Croke Fairchild's fee for serving as bond counsel is $40,000, which covers the preparation of all required legal documents, opinions and closing materials. This fee is contingent upon the successful completion of the bond sale—if the transaction does not close, the City would not owe the full fee but may be responsible for reimbursing any out-of-pocket expenses incurred prior to cancellation. As with Raymond James and Speer Financial, all fees paid to Croke Fairchild would be funded by bond proceeds upon the closing of the bonds.

Recommendation

Staff recommends approval of the attached resolution authorizing execution of engagement agreements with Raymond James (Underwriter), Speer Financial (Municipal Advisor), and Croke Fairchild (Bond Counsel) in connection with the proposed refunding of the Grande Reserve SSA 2004-104 Bonds. A tentative financing schedule is provided as Exhibit E for reference. Pending Council approval of the engagement letters, the refunding process is expected to proceed promptly, with formal consideration of the bond ordinance anticipated at the November 25th City Council meeting. Closing of the bond issue is tentatively targeted for completion prior to year-end, ensuring the City can take advantage of current market conditions and deliver timely savings to affected property owners.

Resolution No. 2025-_____

RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING PROFESSIONAL SERVICE AGREEMENTS REGARDING THE SPECIAL SERVICE AREA NO. 2004-104 SPECIAL TAX REFUNDING BONDS

(GRANDE RESERVE)

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 7 of the 1970 Illinois Constitution; and

WHEREAS, the City has been advised that the refinancing of its Special Service Area No. 2004-104, Series 2004 (the "*Refinancing*") could reduce the annual assessment paid by property owners within Special Service Area No. 2004-104 and therefore is prepared to engage Croke Fairchild Duarte & Beres as Bond Counsel ("*Croke*"), Speer Financial, Inc. ("*Speer*") as the City's financial advisor, and Raymond James ("*Raymond James*") as underwriter and disclosure advisor in order to proceed with the Refinancing; and

WHEREAS, Croke, Speer and Raymond James have each submitted engagement letters to the City in the forms attached hereto as Exhibit A, B, and C, respectively, which have been reviewed by the City's Finance Director who recommends that the three engagement letters be approved in order to proceed with the Refinancing with the goal of reducing the special assessments in Special Service Area No. 2024-104; and

WHEREAS, the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, believe it is in the best interests of the property owners within the Special Service Area No. 2024-104 for the City to engage Croke, Speer and Raymond James for the purpose of undertaking the Refinancing all as hereinafter provided.

NOW, THEREFORE, IT BE RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois that the City Administrator is hereby authorized

Section 1. The recitals set forth above are incorporated into this Resolution as if fully restated herein.

Section 2. That the following engagement letters in the forms attached hereto as Exhibits A, B, and C are hereby approved:

A. Engagement letter dated October 14, 2025, from Croke Fairchild, Duarte & Beres for the 2025 Refinancing Special Service Area No. 2024-104 Special Tax Bonds, Series 2004;

B. Engagement letter dated October 9, 2025, from Speer Financial, Inc. regarding the Issuance of Special Service Area No. 2004-104 Special Tax Refunding Bonds; and

C. Engagement of and disclosures letter dated October 9, 2025, from Raymond James pursuant to SEC Municipal Advisor Rule and MSRB Rule 6-17, 3.7 million Special Service Area No. 2024-104 Special Tax Refunding Bonds Series 2025 or 2026.

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

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

CITY CLERK

United City of Yorkville, Illinois
Proposed Refunding of Special Service Area No. 2004-104 Special Tax Bonds (Grande Reserve), Series 2004
Assumed Refunding Bonds Non-Rated / "AA" Insured / Non BQ
Rates as of October 8, 2025; Preliminary and subject to change

Exhibit A

	Current Debt Service				Proposed Refunding Debt Service							
	$3,572,000 SSA No. 2004-104 Special Tax Bonds (Grande Reserve), Series 2004				$3,675,000 SSA No. 2004-104 Special Tax Ref. Bonds (Grande Reserve), Series 2025							
	Dated: December 29, 2004				Dated: December 15, 2025							
Bond Year	Principal (3/1)	Rate	Interest (3/1 & 9/1)	Total	Principal (3/1)	Est. Rate[1]	Est. Yield[1]	Interest (3/1 & 9/1)	Total	Unrefunded Debt Service	*Estimated Debt Service Savings*	*Est. Annual Savings Per Homeowner*
2026	*$276,000*	6.375%	$227,715	$503,715	$315,000	3.000%	3.000%	$26,859	$341,859	$113,858	*$47,998*	*$220*
2027	*305,000*	6.375%	210,120	515,120	350,000	3.100%	3.100%	117,778	467,778		*47,343*	*217*
2028	*328,000*	6.375%	190,676	518,676	365,000	3.150%	3.150%	106,928	471,928		*46,749*	*214*
2029	*359,000*	6.375%	169,766	528,766	385,000	3.250%	3.250%	95,430	480,430		*48,336*	*222*
2030	*391,000*	6.375%	146,880	537,880	405,000	3.350%	3.350%	82,918	487,918		*49,963*	*229*
2031	*424,000*	6.375%	121,954	545,954	430,000	3.500%	3.500%	69,350	499,350		*46,604*	*214*
2032	*460,000*	6.375%	94,924	554,924	450,000	3.700%	3.700%	54,300	504,300		*50,624*	*232*
2033	*495,000*	6.375%	65,599	560,599	475,000	3.800%	3.800%	37,650	512,650		*47,949*	*220*
2034	*534,000*	6.375%	34,043	568,043	500,000	3.920%	3.920%	19,600	519,600		*48,443*	*222*
Total	$3,572,000		$1,261,676	$4,833,676	$3,675,000			$610,812	$4,285,812	$113,858	*$434,007*	

$3,572,000 Callable Maturities

Estimated Present Value Savings	*$148,578*
Par Amount of Bonds Refunded	*$3,572,000*
Estimated % Present Value Savings[2]	*4.160%*

Present Value Savings Sensitivity Analysis	**+25 bps**	**-25 bps**
Estimated Present Value Savings	*$108,496*	*$189,403*
Estimated % Present Value Savings	*3.037%*	*5.302%*

Estimated Sources and Uses	
Sources of Funds	
Par Amount	*$3,675,000*
Transfer from Prior Debt Service Reserve Fund[3]	*408,500*
Total Sources of Funds	*$4,083,500*
Uses of Funds	
Escrow Account Deposit	*$3,643,610*
Estimated Costs of Issuance	*183,200*
Debt Service Reserve Fund (50%)[3]	*183,750*
Estimated Bond Insurance and Surety Premiums[3]	*71,637*
Rounding Amount	*1,303*
Total Uses of Funds	*$4,083,500*

Notes and Assumptions:

(1) Assumes non-bank qualified interest rates for a non-rated SSA bond with "AA' rated bond insurance as of October 8, 2025. Rates are preliminary and subject to change.

(2) Calculated using the refunding arbitrage yield.

(3) Estimated bond insurance premium of 1.5% and surety premium of 4% on 50% of the DSRF requirement. Balance of refunding bond DSRF (50%) funded by transfer from prior DSRF. Transfer from prior DSRF based on balance as of March 1, 2025.

Disclaimer

The information contained herein is solely intended to facilitate discussion of potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement. While we believe that the outlined financial structure or marketing strategy is the best approach under the current market conditions, the market conditions at the time any proposed transaction is structured or sold may be different, which may require a different approach.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive.

Raymond James shall have no liability, contingent or otherwise, to the recipient hereof or to any third party, or any responsibility whatsoever, for the accuracy, correctness, timeliness, reliability or completeness of the data or formulae provided herein or for the performance of or any other aspect of the materials, structures and strategies presented herein. This Presentation is provided to you for the purpose of your consideration of the engagement of Raymond James as an underwriter and not as your financial advisor or Municipal Advisor (as defined in Section 15B of the Exchange Act of 1934, as amended), and we expressly disclaim any intention to act as your fiduciary in connection with the subject matter of this Presentation. The information provided is not intended to be and should not be construed as a recommendation or "advice" within the meaning of Section 15B of the above-referenced Act. Any portion of this Presentation which provides information on municipal financial products or the issuance of municipal securities is only given to provide you with factual information or to demonstrate our experience with respect to municipal markets and products. Municipal Securities Rulemaking Board ("MSRB") Rule G-17 requires that we make the following disclosure to you at the earliest stages of our relationship, as underwriter, with respect to an issue of municipal securities: the underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the issuer and it has financial and other interests that differ from those of the issuer.

Raymond James does not provide accounting, tax or legal advice; however, you should be aware that any proposed transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and/or legal counsel.

Raymond James and affiliates, and officers, directors and employees thereof, including individuals who may be involved in the preparation or presentation of this material, may from time to time have positions in, and buy or sell, the securities, derivatives (including options) or other financial products of entities mentioned herein. In addition, Raymond James or affiliates thereof may have served as an underwriter or placement agent with respect to a public or private offering of securities by one or more of the entities referenced herein.

This Presentation is not a binding commitment, obligation, or undertaking of Raymond James. No obligation or liability with respect to any issuance or purchase of any Bonds or other securities described herein shall exist, nor shall any representations be deemed made, nor any reliance on any communications regarding the subject matter hereof be reasonable or justified unless and until (1) all necessary Raymond James, rating agency or other third party approvals, as applicable, shall have been obtained, including, without limitation, any required Raymond James senior management and credit committee approvals, (2) all of the terms and conditions of the documents pertaining to the subject transaction are agreed to by the parties thereto as evidenced by the execution and delivery of all such documents by all such parties, and (3) all conditions hereafter established by Raymond James for closing of the transaction have been satisfied in our sole discretion. Until execution and delivery of all such definitive agreements, all parties shall have the absolute right to amend this Presentation and/or terminate all negotiations for any reason without liability therefor. Thomson Reuters Municipal Market Data ("MMD") is a proprietary yield curve which provides the offer-side of AAA rated state general obligation bonds as determined by the MMD analyst team. Raymond James & Associates, Inc., member New York Stock Exchange/SIPC.

RAYMOND JAMES

263 SHUMAN BLVD, STE 275 // NAPERVILLE, IL 60563// 312.612.7642

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RAYMOND JAMES®

Exhibit B

October 9, 2025

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

Attn: Bart Olson, City Administrator
Rob Fredrickson, Finance Director

Re: Engagement of and Disclosures by Underwriter
Pursuant to SEC Municipal Advisor Rule and MSRB Rule G-17
$3.7 million Special Service Area No. 2004-104 Special Tax Refunding Bonds, Series 2025 or 2026

Dear Mr. Olson and Mr. Fredrickson:

We are writing to confirm our underwriting engagement and provide you, as City Administrator and Finance Director of the United City of Yorkville, Illinois ("Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Securities and Exchange Commission's Municipal Advisor Rule, and the Municipal Securities Rulemaking Board ("MSRB") Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).[1]

The Issuer hereby confirms and engages Raymond James & Associates, Inc. ("RJA"), to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter, RJA may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following G-17 conflict of interest disclosures are now broken down into three types, including: (I) dealer-specific conflicts of interest disclosures (if applicable), (II) transaction-specific disclosures (if applicable), and (III) standard disclosures.

I. Dealer-Specific Conflicts of Interest Disclosures

RJA has identified the following potential or actual dealer-specific material conflicts or business relationships we wish to call to your attention. When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

In the ordinary course of its various business activities, RJA and its affiliates, officers, directors, and employees may purchase, sell or hold a broad array of investments and may actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (whether directly, as collateral securing other obligations or otherwise) and/or persons and

[1] Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

entities with relationships with the Issuer. RJA and its affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

Additionally, in the ordinary course of its business, RJA and its affiliates may have engaged, and may in the future engage, in transactions with, and perform services for, the Issuer and its affiliates, including without limitation, investment bidding agent services, for which they received or will receive customary fees and expenses.

Further, we understand that the Issuer may, in certain situations, use a portion of the proceeds from the issuance of the Bonds to refund certain of the Issuer's outstanding securities (the "Refunded Bonds"). To the extent that RJA or an affiliate thereof owns Refunded Bonds, RJA or its affiliate, as the case may be, would receive a portion of the proceeds from the issuance of the Bonds.

II. Transaction-Specific Disclosures

- Disclosures Concerning Complex Municipal Securities Financing:
    - Because we have recommended to the Issuer a financing structure that may be a "complex municipal securities financing" for purposes of MSRB Rule G-17, attached is a description of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at this time.

III. Standard Disclosures

- Disclosures Concerning the Underwriters' Role:
    - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
    - The underwriters' primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
    - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
    - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
    - The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

- The underwriters will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction. Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

- Disclosures Concerning the Underwriters' Compensation:

  - The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing is this letter should be viewed as a commitment by the underwriters to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

Either (x) you have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, or (y) it is our understanding that you have the authority to bind the Issuer by contract with us; and, in either case, you are not a party to any disclosed conflict of interest relating to the subject transaction. If the preceding sentence is incorrect, please notify the undersigned immediately.

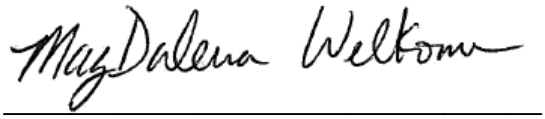
Under SEC and MSRB Rules, we are required to both (i) confirm our role and engagement as underwriter of the Bonds, and (ii) seek your acknowledgement that you have received this letter. Accordingly, please send me an email ***both*** (1) confirming that RJA is engaged as underwriter of the Bonds, ***and*** (2) acknowledging your receipt hereof. Alternatively, you may sign, scan, and return this letter to me via email.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds. We appreciate your business.

Sincerely,

RAYMOND JAMES & ASSOCIATES, INC.

By: 
MagDalena Welkomer, Managing Director

Confirmed and Acknowledged:

UNITED CITY OF YORKVILLE, ILLINOIS

By: _____
Rob Fredrickson, Finance Director

Date: _____, 2025

CC: Anthony Miceli, Speer Financial

Attached: Financing Disclosures

Fixed Rate Structure Disclosure (3.31.21)

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.[2]

General Obligation Bonds. "General obligation (GO) bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. The debt service on "unlimited tax" GO bonds are paid from ad valorem taxes which are not subject to state

[2] The discussion of security characteristics is limited to general obligation and revenue bond structures. This summary should be expanded and modified, as necessary, for other security structures, such as bonds that are secured by a double-barreled pledge (general obligation and revenues), annual appropriations or a moral obligation of the issuer or another governmental entity. If the security for the bonds is known at the time this disclosure is provided to the issuer, include only those portions relevant to the actual security for the bonds.

constitutional property tax millage limits, whereas “limited tax” GO Bonds are subject to such limits.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds generally will have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds. **“**Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit, and you (or, if you are a conduit issuer, the obligor, as described in the following paragraph) are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds) may be issued by a governmental issuer acting as a conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

The description above regarding “Security” is only a summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue bonds):

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not enough to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities

at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required.

Reinvestment Risk. You may have proceeds from the issuance of the bonds available to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to several requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

Exhibit C

Speer Financial, Inc.
INDEPENDENT MUNICIPAL ADVISORS
ESTABLISHED 1954

DANIEL FORBES, *President*
RAPHALIATA McKENZIE, *Senior Vice President*
MAGGIE BURGER, *Senior Vice President*
ANTHONY MICELI, *Senior Vice President*
MARK JERETINA, *Senior Vice President*
AARON GOLD, *Senior Vice President*

October 9, 2025

Rob Fredrickson
Finance Director
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

Re: United City of Yorkville, Kendall County, Illinois
Issuance of Special Service Area No. 2004-104 – Special Tax Refunding Bonds (Grande Reserve)
for the purpose of refinancing existing Special Service Area Bonds of the City

Dear Rob:

Speer Financial, Inc. ("Speer") is pleased to provide this Engagement Letter to the United City of Yorkville, Illinois (the "Client") for our services as Municipal Advisor in connection with the issuance of the securities referenced above (the "Bonds"). The purpose of the issuance of the Bonds, briefly stated, is to provide for the refinancing of the Special Service Area No. 2004-104 Special Tax Bonds, Series 2004 (the "Project").

Speer is providing this Engagement Letter to you to memorialize the terms of our engagement (the "Engagement") as your Municipal Advisor with respect to the Project. This Engagement Letter is required under current Federal securities law and serves to provide certain additional information to the Client, such as disclosures of services, fees, terms and termination, conflict of interest and any material disciplinary actions.

Services. Speer agrees to provide to the Client the municipal advisory services (the "Services") set forth in the attached **Exhibit A**. Certain limitations to Speer's Services are set forth in the attached **Exhibit B**. The Client, as an issuer of municipal securities, is also subject to certain other terms as it relates to the issuance of securities and Speer's Engagement. These terms are detailed in the attached **Exhibit C**.

Authorization. It is Speer's understanding that the **Administrator and Finance Director** of the Client (the "Client Contacts") are authorized to receive this Engagement Letter and discuss with Speer the terms and disclosures of this Engagement Letter. Speer may also rely on the authority of such Client Contacts when receiving direction from such Client Contacts in the course of Speer providing its Services.

Term and Termination. Speer's Engagement shall remain in effect until terminated by the Client or Speer upon at least thirty (30) days written notice to the other party. If the Client terminates the Engagement prior to the issuance of the Bonds, Speer expects to negotiate with the Client a mutually agreeable compensation for the Services provided by Speer prior to such termination.

Compensation. Speer's compensation for Services on the Bonds is set forth below.

As compensation for Speer's provision of the Services, Speer shall receive a fee based upon the par amount of the Bonds issued, calculated as follows:

Bond Issue Fee Schedule	
Production/Par Amount	**MA Fee**
$0 - $1,000,000	$5,000
$1,000,001 - $10,000,000	$5,000 + $2.50 Per Bond Above $1,000,000.
$10,000,001 - $20,000,000	$27,500 + $2.00 Per Bond Above $10,000,000
$20,000,001 - $50,000,000	$47,500 + $1.00 Per Bond Above $20,000,000
$50,000,001 -$100,000,000	$77,500 + $0.50 Per Bond Above $50,000,000
Above $100,000,000	$102,500 + $0.25 Per Bond Above $100,000,000

This fee is the same regardless of the method of sale of the Bonds and is contingent on the sale of the Bonds.

This fee does not include the payment of Speer's out-of-pocket costs as further described in **Exhibit B.** See the attached **Exhibit D** for a description of the conflicts of interest in connection with each form of compensation.

Representations of Client. The factual representations contained in the documents which are prepared by Speer in the course of its Engagement, and the factual representations which may also be contained in any other documents that are furnished to Speer by the Client, are essential for and provide the basis for Speer's municipal advice. Accordingly, it is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents. Speer's Engagement does not include the verification of the truth or accuracy of such factual representations, as further described in the attached **Exhibit C**.

Required Disclosures. Speer is registered with the U.S. Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). MSRB Rule G-42 requires that Speer provide the Client with disclosures of material conflicts of interest and information regarding certain legal events and disciplinary history. MSRB Rule G-10 requires that Speer provide certain disclosures related to the MSRB's webpage and the availability of a municipal advisory client brochure. Such disclosures are provided in the attached **Exhibit D**. Should the Client have any questions or concerns with these disclosures, the Client should promptly contact Speer.

Risk Disclosure. Each form of financing has particular financial characteristics and inherent risks. Provided in the attached **Exhibit E** is a general description of the most commonly used security structures of fixed rate municipal bonds in Illinois as well disclosures on the risks of each structure known to Speer at this time. Should the Client have any questions or concerns with this disclosure, the Client should promptly contact Speer.

We sincerely appreciate this opportunity to be of service, and look forward to working with you.

Sincerely,

SPEER FINANCIAL, INC.

By:

Its: Senior Vice President

EXHIBIT A

SPEER FINANCIAL, INC. MUNICIPAL ADVISOR SERVICES FOR THE UNITED CITY OF YORKVILLE

Financial Planning Services

1. *Orientation:* Reviewing the Client's current financial position, statutory authority, and financing capabilities, including whether a refunding or defeasance of any outstanding debt is appropriate.

2. *Coordination*: Coordinating financial planning and issuance details with the Client's staff, bond counsel, paying agents, rating agencies and other transaction participants.

3. *Consultation*: Consulting with the elected and key appointed officials and staff regarding the various phases of the development and implementation of a financing plan, as requested.

4. *Planning*: Developing a debt financing plan that includes all or some of the following:

    a. Maturity Schedules - Provide preliminary maturity schedules relating to the financing.

    b. Financing Timeline - A tentative financing timeline to guide officials regarding the timing of various aspects of the financing plan.

    c. Financing Distribution List – Prepare a listing of the individuals and firms that will serve on the transaction.

Negotiated Sale Services

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.

2. *Credit Rating and/or Insurance* - When applying for a credit rating and/or bond insurance Speer will submit the necessary data and documents to the selected credit rating agency(ies) and/or insurance company(ies).

3. *Disclosure Document and Proposals*:

   a. Preparation of Documents - Prepare or assist in the preparation of a preliminary Disclosure Document, if not being otherwise completed by another transaction participant. If requested by the Client, prepare a Request for Proposals (RFP) or Request for Qualifications (RFQ) for underwriting services, and, following the award of the securities, the final Disclosure Document, if not being otherwise prepared by another transaction participant.

   b. Proposal Analysis and Recommendations – If requested by the Client, review and examine any proposals submitted for completeness and compliance with the applicable RFP/RFQ requirements, evaluate the proposals for accuracy, and recommend a proposed course of action relative to the proposals received.

4. *Negotiation of Terms* - Negotiate with the selected underwriter(s)/purchaser(s) relative to interest rates, terms and conditions of the securities issuance.

5. *Preparation For Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including, the preparation, and dissemination of a closing letter.

6. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

EXHIBIT B

LIMITATIONS TO SPEER'S MUNICIPAL ADVISOR SERVICES

Speer's duties as Municipal Advisor are limited to the Services detailed in **Exhibit A.** Among other things, Speer's Engagement does not include:

1. Giving any advice, opinion or representation as to the fiscal prudence or policy priority of issuing the securities or any other aspect of the securities transaction, including, without limitation, the undertaking of any project to be financed with the proceeds of the securities, as those are the Client's policy decisions.

2. Giving any opinion or advice on the legality of the securities or the tax status of the securities.

3. Preparing any of the following: requests for tax rulings from the Internal Revenue Service, blue sky or investment surveys with respect to the securities, state legislative amendments, or pursuing test cases or other litigation.

4. Undertaking rebate calculations for the securities or anything related to monitoring investments of securities proceeds or expenditure of securities proceeds, as that is a specialty service provided by others when appropriate.

5. Participating in the underwriting of the debt, as prohibited by Federal securities law.

6. Monitoring the actual use of proceeds, the timely expenditure of proceeds and the project completion status.

7. Verifying the accuracy of audited and unaudited financial statements.

8. Giving advice on the investment of securities proceeds.

9. Monitoring ongoing obligations and covenants entered into by the Client with respect to the securities, as these tasks are performed by the Client.

10. The Services do not include the payment by Speer of its "out of pocket" expenses, including but not limited to, the utilization of a bidding platform (*SpeerAuction* or *SpeerBids*), verification services as requested by the Client, mailing, overnight and messenger delivery and printing and copying costs.

11. Filing material events notices or otherwise assisting the Client with its continuing disclosure obligations, as such assistance is to be provided under a separate written agreement. Nothing in this Engagement Letter obligates Speer to provide, or the Client to pay for, any such continuing disclosure services.

EXHIBIT C

OTHER TERMS OF THE SPEER ENGAGEMENT

Please note the following with respect to the Client's role in connection with each issuance of securities.

1. It is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the securities. If the documents contain incorrect or incomplete factual statements, the Client must call those to Speer's attention. Speer will not perform an independent investigation or verification to determine the accuracy, completeness or sufficiency of any such document or render any advice, view or comfort that the Disclosure Document or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Any information in such documents does not constitute a review, audit or certified forecast of future events and any such financial information may not conform to accounting principles applicable to compilations of financial information. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the securities or the adequacy of disclosures made in the Disclosure Document under State and Federal securities laws, with resulting potential liability for the Client. During the course of its Engagement, Speer will assume and rely on the Client to provide Speer with complete and timely information on all developments pertaining to any aspect of the securities and their security. Speer understands that the Client will cooperate with Speer in this regard.

2. To the extent that during the course of Speer's advising the Client a relevant matter comes to Speer's attention which appears to be contrary to what is contained in the transaction documents including any representations in the transaction documents or in the Disclosure Document, Speer may ask the Client about such apparent divergence of the facts; but to the extent that the facts and representations stated in the documents Speer provides to the Client, and are not corrected by the Client, Speer is then relying upon the Client's signed certifications for their truth, accuracy and completeness.

3. Issuing the securities as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the securities, the Client is obligated under that State and Federal securities laws and the Federal tax laws to disclose all material facts. The Client has a duty to exercise "due diligence" in determining the accuracy and completeness of the information used in the Disclosure Document and the information upon which legal opinions related to the securities are based. The Client's lawyers, accountants and advisors can assist the Client in fulfilling these duties, but the Client in its corporate capacity, including the Client's knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information.

4. Requirements of issuing debt include that the Client is current in its annual continuing disclosure obligations, including material events notices, and current in its arbitrage rebate obligations. These requirements are the obligation of the Client and not of Speer or bond counsel.

EXHIBIT D

REQUIRED DISCLOSURES

1. DISCLOSURE OF CONFLICTS OF INTEREST

A. Various Forms of Compensation

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the Client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the Client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the

municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the Client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

B. Other Material Conflicts of Interest

The MSRB requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest. The following represent Speer material conflicts of interest known to Speer as of the date of this Engagement Letter.

As of the date of this Engagement, Speer is unaware of any material conflicts of interest.

2. DISCLOSURE OF LEGAL EVENTS AND DISCIPLINARY ACTION

The MSRB requires us, as your municipal advisor, to provide written disclosure to you of any legal or disciplinary events material to your evaluation of Speer or the integrity of Speer's management or advisory personnel.

Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the Client's evaluation of Speer or the integrity of Speer's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

How to Access Form MA and Form MA-I Filings. Speer's most recent form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at:

http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001606944

Most Recent Change in Legal or Disciplinary Event Disclosure. Speer has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

3. FUTURE DISCLOSURES

As required by MSRB Rule G-42, the Required Disclosures found in this Exhibit D may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Speer. Speer will provide the Client with any such supplemental or amended information as it becomes available through the term of the Municipal Advisory Relationship.

4. G-10 DISCLOSURE

The Municipal Securities Rulemaking Board's (MSRB) webpage address is: www.msrb.org

Posted on the MSRB's webpage is a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

EXHIBIT E

FINANCIAL CHARACTERISTICS AND RISKS OF MUNICIPAL BONDS IN ILLINOIS

The following is a general description of the financial characteristics, security structures and risks of municipal fixed rate bonds ("Municipal Bonds") issued in Illinois. The risks being disclosed in this Exhibit E are those that are known to Speer at this time and should be considered by the Client prior to deciding whether to issue Municipal Bonds. If you have any questions or concerns about any disclosure made, please notify Speer immediately.

Financial Characteristics

Maturity and Interest. Municipal Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Municipal Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Municipal Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Municipal Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Municipal Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Municipal Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Municipal Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The description below regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

General Obligation Bonds. "General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. All taxable property in the taxing body is subject to the levy of taxes to pay the same without limitation as to rate or amount. The term "limited" tax is used when a limit exists as to the amount of the tax (see below). General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Limited Bonds. Taxing bodies, subject to the Property Tax Extension Limitation Law of the State of Illinois, as amended (the *"Extension Limitation Law"),* can issue limited bonds. Limited bonds are issued in lieu of general obligation bonds that otherwise have been authorized by applicable law. They are payable from a separate property tax levy that is unlimited as to rate, but the amount of taxes that will be extended to pay the bonds is limited by the Extension Limitation Law. Limited bonds are payable from your debt service extension base *(the*

"Base"), which is an amount equal to that portion of the extension for the applicable levy year for the payment of non-referendum bonds (other than alternate bonds or refunding bonds issued to refund bonds initially issued pursuant to referendum), increased each year, beginning with the 2009 levy year, by the lesser of 5% or the percentage in the Consumer Price Index for All Urban Consumers (as defined in the Extension Limitation Law) during the 12-month calendar year preceding the levy year. The Limitation Law further provides that the annual amount of taxes to be extended to pay the limited bonds and all other limited bonds heretofore and hereafter issued by you shall not exceed the Base less the amount extended to pay certain other non-referendum bonds heretofore and hereafter issued by you and bonds issued to refund such bonds.

Limited bonds constitute a debt. In the event of default in required payments of interest or principal, the holders of limited bonds have certain rights under state law to compel you to impose a tax levy (limited as set forth in the previous paragraph).

Alternate Bonds. Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended (the *"Debt Reform Act"),* permits you to issue alternate or "double-barrelled" bonds. Alternate bonds are general obligation bonds payable from enterprise revenues or from a revenue source, or both, with your general obligation acting as backup security for the bonds. Once issued, and until paid or defeased, alternate bonds are a general obligation, for the payment of which you pledge your full faith and credit. Such bonds are payable from the levy of ad valorem property taxes upon all taxable property in your taxing body without limitation as to rate or amount. The intent of the Debt Reform Act is for the enterprise revenues or the revenue source to be sufficient to pay the debt service on the alternate bonds so that taxes need not be levied, or, if levied, need not be extended, for such payment.

The Debt Reform Act prescribes several conditions that must be met before alternate bonds may be issued. First, alternate bonds must be issued for a lawful corporate purpose. If issued in lieu of revenue bonds (as described below), then the revenue bonds must have been authorized under applicable law (including satisfying any backdoor referendum requirements) and the alternate bonds must be issued for the purpose for which the revenue bonds were authorized. If issued payable from a revenue source limited in its purposes or applications, then the alternate bonds must be issued only for such limited purposes or applications.

Second, alternate bonds are subject to a backdoor referendum. The issuance of alternate bonds must be submitted to referendum if, within 30 days after publication of the authorizing ordinance and notice of intent to issue the alternate bonds, a petition is filed. The petition must be signed by the greater of (i) 7.5% of your registered voters or (ii) the lesser of 200 of the registered voters or 15% of the registered voters, asking that the issuance of the alternate bonds be submitted to referendum. Backdoor referendum proceedings for revenue bonds and for alternate bonds to be issued in lieu of revenue bonds may be conducted at the same time.
Notwithstanding the previous paragraph, in governmental units with fewer than 500,000 inhabitants that propose to issue alternate bonds payable solely from enterprise revenues, except for alternate bonds that finance or refinance projects concerning public utilities, public streets and roads or public safety facilities and related infrastructure and equipment, if no petition is filed within 45 days of publication of the authorizing ordinance and notice, the alternate bonds may be issued. For purposes of this paragraph, the required number of petitioners for a governmental unit with more than 4,000 registered voters is the lesser of (i) 5% of the registered voters or (ii) 5,000 registered voters and the required number of petitioners for a governmental unit with 4,000 or fewer registered voters is the lesser of (i) 15% of the registered voters or (ii) 200 registered voters.

Third, you must demonstrate that the enterprise revenues are, or that the revenue source is, sufficient to meet the requirements of the Debt Reform Act. If enterprise revenues are pledged as security for the alternate bonds, you must demonstrate that such revenues are sufficient in each year to pay all of the following:

(a) costs of operation and maintenance of the utility or enterprise, excluding depreciation;

(b) debt service on all outstanding revenue bonds payable from such enterprise revenues;

(c) all amounts required to meet any fund or account requirements with respect to such outstanding revenue bonds;

(d) other contractual or tort liability obligations, if any, payable from such enterprise revenues; and

(e) in each year, an amount not less than 1.25 times debt service on all:

(i) outstanding alternate bonds payable from such enterprise revenues; and

(ii) the alternate bonds proposed to be issued.

If one or more revenue sources are pledged as security for the alternate bonds, you must demonstrate that such revenue sources are sufficient in each year to provide not less than 1.25 times (1.10 times if the revenue source is a government revenue source) debt service on all outstanding alternate bonds payable from such revenue source and on the alternate bonds proposed to be issued. You need not meet the test described in this paragraph for the amount of debt service set aside at closing from bond proceeds or other moneys.

The determination of the sufficiency of enterprise revenues or revenue source or sources, as applicable, must be supported by reference to the most recent audit of the governmental unit, which must be for a fiscal year ending on a date that is not more than 18 months prior to the date of issuance of the alternate bonds. If such audit does not adequately show such enterprise revenues or revenue source, as applicable, or if such enterprise revenues or revenue source, as applicable, are shown to be insufficient, then the determination of sufficiency must be supported by the report of an independent accountant or feasibility analyst, the latter having a national reputation for expertise in such matters, who is not otherwise involved in the project being financed or refinanced with the proceeds of the alternate bonds, demonstrating the sufficiency of such revenues and explaining, if appropriate, by what means the revenues will be greater than as shown in the audit.

Alternate bonds may be issued to refund alternate bonds without meeting any of the conditions set forth above if the term of the refunding bonds is not longer than the term of the refunded bonds and that the debt service payable in any year on the refunding bonds does not exceed the debt service payable in such year on the refunded bonds.

Alternate bonds are not regarded or included in any computation of indebtedness for the purpose of any statutory provision or limitation unless taxes, other than a designated revenue source, are extended to pay the bonds. In the event taxes are extended, the amount of alternate bonds then outstanding counts against your debt limit until your audit shows that the alternate bonds have been paid from the pledged enterprise revenues or revenue source for a complete fiscal year.

In the event of default in required payments of interest or principal, the holders of alternate bonds have certain rights under state law to compel you to increase the pledged revenues or have the tax levy extended for such payment.

Debt Certificates. You may issue "debt certificates" to evidence your payment obligation under an installment contract or lease. Your governing body may provide for the treasurer, comptroller, finance officer or other officer of the governing body charged with financial administration to act as counterparty to the installment contract or lease, as nominee- seller or lessor. The installment contract or lease is then executed by your authorized officer and is filed with and executed by the nominee-seller or lessor. As contracts for the acquisition and construction of the project to be financed are executed (the "Work Contracts"), the governing body orders those Work Contracts to be filed with the nominee-seller or lessor. The nominee- seller or lessor identifies the Work Contracts to the particular installment contract or lease. Such identification permits the payment of the Work Contracts from the proceeds of the debt certificates.

Debt certificates are paid from your lawfully available funds. You are expected to agree to annually budget/appropriate amounts to pay the principal of and interest on the debt certificates. There is no separate levy available for the purpose of making such payments.

Debt certificates constitute a debt. In the event of default in required payments of interest or principal, the holders of the debt certificates cannot compel you to impose a tax levy, but you have promised the holders of the debt certificates that you will pay the debt certificates and they can proceed to file suit to enforce such promise.

Special Service Area Bonds. When special services are provided to a particular contiguous area within a municipality, in addition to the services generally provided throughout the municipality, a municipality may create a special service area. The cost of the special services may be paid from taxes levied upon the taxable real property within the area, and such taxes may be levied in the special service area at a rate or amount sufficient to produce revenues required to provide the special services.

Prior to the first levy of taxes in the special service area and prior to or within 60 days after the adoption of the ordinance proposing the establishment of the special service area, you are required to hold a public hearing and to publish and mail notice of such hearing. At the public hearing, any interested person may file written objections or give oral statements with respect to the establishment of the special service area and the levy of taxes therein. As a result of the hearing, you may delete areas from the special service area as long as the remaining area is contiguous. After the hearing, an ordinance establishing the special service area must be timely filed with the county recorder and the county clerk.

Bonds secured by the full faith and credit of the special service area territory may be issued for the purpose of providing special services. Such bonds are paid from the levy of taxes unlimited as to rate or amount against the taxable real property in the special service area. The county clerk will annually extend taxes against all of the taxable real property in the area in amounts sufficient to pay the principal and interest on the bonds. Such bonds are exempt from the Extension Limitation Law of the State of Illinois, as amended.

Prior to the issuance of special service area bonds, you must give published and mailed notice and hold a hearing at which any interested person may file written objections, or be heard orally, with respect to the issuance of the bonds. The questions of the creation of the special service area, the levy of a tax on such area and the issuance of special service area bonds may all be considered at the same hearing.

The creation of the special service area, the levy of a tax within the area and the issuance of bonds for the provision of special services to the area are subject to a petition process. If, within 60 days after the public hearing, a petition signed by not less than 51% of the electors residing within the special service area and 51% of the owners of record of land located within the special service area is filed with the municipal clerk objecting to the creation of the special service area, the levy of a tax or the issuance of bonds, then the area may not be created, the tax may not be levied and the bonds may not be issued. If such a petition is filed, the subject matter of the petition may not be proposed relative to any of the signatories within the next two years.

Special service area bonds do not constitute an indebtedness of the municipality, and no exercise of your taxing power may be compelled on behalf of the special service area bondholders other than the ad valorem property taxes to be extended on the taxable real property in the special service area.

Revenue Bonds. "Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. Revenue bonds may, however, be subject to a backdoor referendum. If the specified source(s) of revenue become inadequate, a default in payment of principal or

interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds, referred to as conduit revenue bonds, may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 50l(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor.

Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

Tax Increment Financing. Tax increment financing provides a means for municipalities, after the approval of a "redevelopment plan and project," to redevelop blighted, conservation or industrial park conservation areas. The Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended, allows incremental property taxes to be used to pay certain redevelopment project costs and to pay debt service with respect to tax increment bonds issued to pay redevelopment project costs. The municipality is authorized to issue tax increment bonds payable from, and secured by, incremental property tax revenues expected to be generated in the redevelopment project area. Incremental property tax revenues are derived from the increase in the current equalized assessed valuation of the real property within the redevelopment project area over and above the certified initial equalized assessed valuation for such redevelopment project area.

Before adopting the necessary ordinances to designate a redevelopment project area, a municipality must hold a public hearing and convene a joint review board to consider the proposal. At the public hearing, any interested person or taxing district may file written objections and may give oral statements with respect to the proposed financing. After the municipality has considered all comments made by the public and the joint review board, it may adopt the necessary ordinances to designate a redevelopment project area.

Tax increment bonds may be secured by the full faith and credit of the municipality. The issuance of general obligation tax increment bonds is subject to a "backdoor," rather than a direct, referendum. Once a municipality has authorized the issuance of tax increment obligations secured by its full faith and credit, the ordinance authorizing the issuance must be published in a newspaper of general circulation in the municipality. In response, voters may petition to request that the question of issuing obligations using the full faith and credit of the municipality as security to pay for redevelopment project costs be submitted to the electors of the municipality. If, within 30 days after the publication, l0% of the registered voters of the municipality sign such a petition, the question of whether to issue tax increment bonds secured by the municipality's full faith and credit must be approved by the voters pursuant to referendum. Such bonds are not exempt from the Extension Limitation Law unless first approved at referendum.

Tax increment revenues may also be treated as a "revenue source" and be pledged to the payment of alternate bonds under Section 15 of the Debt Reform Act.

Risk Considerations

Certain risks may arise in connection with your issuance of Municipal Bonds, including some or all of the following (generally, the obligor, rather than you, will bear these risks for conduit revenue bonds):

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the

bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds or alternate bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk. You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage."

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

Exhibit D

CROKE FAIRCHILD DUARTE & BERES

CROKE FAIRCHILD DUARTE & BERES LLC
180 N. LASALLE ST.
SUITE 3400
CHICAGO, IL 60601

JIM DURKIN
(312) 529-5136
JDURKIN@CROKEFAIRCHILD.COM

October 14, 2025

Rob Fredrickson
Finance Director
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560
rfrederickson@yorkville.il.us

Dear Rob:

We look forward to serving as bond counsel for the United City of Yorkville.

Introduction. Croke Fairchild Duarte & Beres LLC (the "Firm" or "we" or "us") appreciates the opportunity to serve as bond counsel for the upcoming financing of certain bonds for the United City of Yorkville. This letter explains the policies and procedures that apply to this engagement. If this letter is acceptable, please sign this letter and return it to my attention.

Client. The client in the matter described below will be the United City of Yorkville (the "Client" or "you"). Unless we otherwise agree in writing, the Client will not include individuals personally, or any of the Client's portfolio companies, subsidiaries or affiliates or any of your or their respective partners, members, shareholders, directors, officers, employees, consultants, or independent contractors. Thus, our representation of you will not give rise to any conflict of interest if our representation of any other Firm client is adverse to your portfolio companies, subsidiaries, affiliates, or any of your or their respective partners, members, shareholders, directors, officers, employees, consultants, or independent contractors.

Matter; Scope. We will serve as bond counsel for the 2025 Refunding of Special Service Area No. 2004-104 Special Tax Bonds, Series 2004 (the "Initial Matters"). We would be pleased to consider expanding the scope of the Initial Matters, or representing you in other matters; however, we must first confirm any such expansion or other representation in writing. If we take on additional matters (together with the Initial Matters, the "Matters"), each will be governed by this letter unless otherwise agreed. If necessary for the Initial Matters, we will coordinate with specialist attorneys in other legal areas, but you will be responsible for the fees and other expenses charged by those specialists.

Fees and Expenses. The fee for the Initial Matters described above is a flat fee of $40,000 for 2025 Refunding of Special Service Area No. 2004-104 Special Tax Bonds, Series 2004to be paid at closing. Should you consider expanding the scope beyond the Initial Matter, our fees will be based on the hourly billing rate for each attorney and paralegal (and any other relevant timekeeper) devoting time to the Matters. Billing rates are reviewed annually and may be changed effective January 1 of each year. Our attorneys' rates range from $450-$990 per hour. My billable rate is currently $600. As previously stated, we will bill for our services at closing.

We are committed to serving you with efficient and cost-effective support systems. As appropriate, we will include on our bills charges for third party services which we have to pay that relate specifically to the Matters, such as document reproduction, messenger and overnight courier service, computerized research, travel, document processing, search and filing fees, and internal litigation and practice support services. Fees and expenses of others (such as outside experts, consultants, other non-legal professionals, local counsel and co-counsel) may be billed directly to you by those others unless the Firm retains such outside experts, consultants, other non-legal professionals, local counsel and co-counsel. We pride ourselves on providing exemplary counsel in a more efficient and cost-effective manner than our peers. As such, at the conclusion of a transaction or matter, we may elect to discuss with you the payment of a premium for our services to compensate for a positive outcome but such a premium, if any, is by no means expected or required and is at your full discretion.

We want our clients to be satisfied with the quality of our services and reasonableness of our fees. Except as otherwise agreed in writing, our usual practice is to bill monthly, and we expect payment promptly (but in any case within 30 days) following your receipt of our invoice. Subject to applicable rules of professional conduct, we may suspend work on a matter or resign from a representation if satisfactory arrangements are not made for the payment of amounts outstanding in excess of 60 days and we do not receive satisfactory assurance of the payment of amounts that will become due in the future. In addition, you agree to pay us interest at a rate of one percent (1%) per month (non-compounding) on amounts outstanding in excess of 90 days until paid in full.

Conflicts. This letter does not create an exclusive relationship; you are free to retain other counsel of your choosing for any matter. Correspondingly, we have numerous clients that rely upon us for general representation, including clients that may do business with you. The Firm has represented, and may currently be representing, one or more of these clients in connection with many aspects of their businesses, including with respect to matters that may impact your interests.

In light of the foregoing, other current or future clients, including those identified in the preceding paragraph, (collectively, the "Other Clients") may ask us to represent them in matters, such as litigation, business transactions, investigations, regulatory, insolvency, restructuring or other matters that are adverse to you and/or may negatively impact your interests. If we are not representing you in such a matter, and the matter in which you and an Other Client have adverse interests is not substantially related to our current or past representation of you and does not involve our use of confidential information you have provided to us, you agree that we may request that

you, in your sole discretion, agree to waive any conflict of interest arising from such representation, and you agree that you will not, in your sole discretion, unreasonably deny the request for such waiver. You acknowledge that you have had an opportunity to consult with other counsel and to raise any questions you may have with us before agreeing to this provision.

Disclosures; Waivers. By your execution of this letter, you waive any conflict with respect to our engagement by any other client, including the Other Clients.

We also want to make you aware of the fact that Firm partners, attorneys, and affiliates hold investments in a variety of publicly traded corporations and private equity, venture capital, hedge and other similar funds, as well as other operating and portfolio companies, possibly including counterparties and parties involved in the Matters.

Our Systems. In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, and internet-based and extranet-based transmission and storage platforms (which store electronic data within computer software applications securely hosted remotely on the internet (i.e., in the "cloud") or on premises). You agree that the Firm may act on information and instructions received electronically. Unless you notify the Firm of specific requirements with respect to the technologies we use to store and transmit your confidential information, you consent to our use of these systems and applications and the submission of confidential client information to third-party service providers during the course of our engagement.

Your Systems. We strongly advise you (and other parties) to enable encryption for email communications and to use secure file-sharing platforms for transmitting information. Additionally, the Firm recommends that all attorney-client electronic communication be conducted using technology systems that you control. Using an email address or domain of any third party, including an entity or an individual that is not a client of the Firm in connection with the Matters (such as a family member), that may have independent rights of access to email traffic using that domain, may result in the unintended waiver of the attorney-client privilege with respect to some or all communications using such address or domain.

Use of Artificial Intelligence. In the course of representing you, the Firm may utilize generative artificial intelligence ("AI") tools to assist in legal research, document drafting, summary preparation, and other tasks. The use of these technologies enables us to provide more efficient and cost-effective legal services. However, please be aware that while generative AI can enhance our work, it is employed strictly as an aid – it is not a substitute for the expertise and judgment of our attorneys. Our attorneys will exercise professional judgment when using any AI-generated content or outputs.

The Firm has developed and maintains internal policies meant to ensure that any use of AI preserves client confidentiality and remains in compliance with our professional responsibilities under applicable law and ethics rules. Any draft or content generated by an AI tool is carefully reviewed and vetted by an attorney to confirm accuracy and reliability before it is incorporated

into client work product. The responsible attorney remains fully accountable for all work product delivered to you, regardless of AI assistance. By engaging our legal services, you acknowledge and consent to the use of tools as described herein in the course of our representation. This clause is provided to inform you of our practices and to manage expectations. If you have any questions or concerns about our use of AI in handling your Matters, please let us know. We will discuss alternatives or adjustments as necessary to ensure you are comfortable with our approach. Your trust and the protection of your confidential information remain our highest priorities.

Publicity. Unless the Client instructs otherwise, the Firm may, for conflicts resolution purposes, disclose to other clients and potential clients (in engagement letters or otherwise) that the Client is represented by the Firm. The Firm will not, however, disclose that it represents or has represented the Client in a particular Matter without Client's consent unless the Matter has been publicly disclosed, such as by a filing with a court or regulatory authority or by the Client's issuance of a press release. Unless the Client consents to the inclusion of additional information, the Firm's disclosure of information about a Matter will be limited to the Client's names, the names of the other party or parties, and a short description of the Matter which contains only publicly available information. Notwithstanding the foregoing, Client consents to the Firm listing Client as a client and stating public information regarding the Firm's representation of Client on the Firm's website.

Term of Engagement. We trust that our relationship with you will be mutually satisfactory. However, either you or the Firm may terminate our representation at any time for any reason, subject on our part to applicable rules of professional conduct. If we terminate the representation before it is concluded, we will take reasonably practicable steps to protect the Client's interests. If a court's permission is required for withdrawal from the representation, we will promptly apply for such permission, and you agree to cooperate in such application - including, where appropriate, by engaging successor counsel in the matter.

Unless previously terminated, our engagement in the Matters and representation of the Client in the Matters will terminate without further notice upon the earliest of: (i) our completion of the Matters; (ii) a decision by you not to proceed with the Matters; and (iii) our sending a final statement for services rendered in the Matters. The termination of a Matter by either the Client or the Firm will not affect the Client's obligation to pay unpaid fees and expenses incurred as of that time, and will not be affected by the fact that the Firm (a) thereafter makes efforts to collect unpaid fees and expenses or (b) is designated in an agreement with another party or on a court service list to receive notices related to the matter.

Real Estate Matters. If the Matters on which we provide legal advice include real estate matters, please note that the scope of our representation does not include the filing of any litigation or defense of any litigation arising from your Matters, unless otherwise agreed by us in writing. We have also advised you that if we order title to any property involved in a Matter, we will earn a separate fee paid by the title company for ordering title, examining the title search, producing the title commitment and undertaking the risk as an agent of Chicago Title (or another title

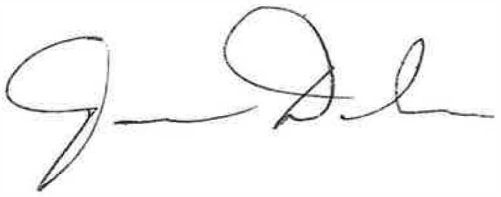
insurance company with which personnel at the Firm are registered as title agents) in insuring title to that property. This fee is not paid by you but by the title company.

Governing Law. We both consent to the jurisdiction of the Cook County Circuit Court over any judicial proceeding related to this transaction.

* * *

Please call me if you have any questions regarding this letter. Thank you for the opportunity to serve you.

Very truly yours,



Jim Durkin

ACKNOWLEDGED AND AGREED:

United City of Yorkville

By: _____
Name: Rob Fredrickson
Finance Director
United City of Yorkville

Exhibit E

UNITED CITY OF YORKVILLE, ILLINOIS
SPECIAL SERVICE AREA NUMBER 2004-104
SPECIAL TAX REFUNDING BONDS, SERIES 2025

PRELIMINARY TIMETABLE
(AS OF OCTOBER 13, 2025)

TASK	PARTY/FIRM RESPONSIBLE	DATE
Distribute Draft Preliminary Official Statement (POS)	Speer	Week of November 3
Distribute Insurance Package	Speer	Week of November 3
Distribute Parameters Ordinance	Bond Counsel	Week of November 10
Comments Due on POS	All Parties	Week of November 17
Distribute Second Draft of POS	Speer	Week of November 17
Receive Insurance Bid	City, UW, Speer	Week of November 24
Adoption of Bond Ordinance	City	November 25
Finalize and Post POS	Speer	Week of December 1
Bond Pricing	All	Week of December 8
Bond Closing	All Parties	Week of December 22 or 29
Redemption of 2004 Bonds	Escrow Agent	Week of January 19 or 26

All Board Actions are Highlighted in BLUE

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

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2025-97

Agenda Item Summary Memo

Title: BNSF Agreement (Quiet Zone)

Meeting and Date: City Council – October 28, 2025

Synopsis: Agreement Consideration

Council Action Previously Taken:

Date of Action: PW – 10/21/25 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-97

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

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

Agenda Item Notes:

Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Contrino, City Clerk

Date: October 21, 2025
Subject: BNSF Agreement (Quiet Zone)

This item was previously discussed at the September Public Works Committee meeting. The BNSF agreement is attached for the City's consideration. The costs are estimated to be $28,099.

As noted, approval of the BNSF agreement is the first step towards obtaining Quiet Zone approval for the BNSF line and will cover the following:

- Desktop review ahead of diagnostic meeting
- Diagnostic meeting travel and attendance
- Budget for follow-up calls and coordination

Let us know if you have any questions or need additional information.

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING A PRELIMINARY ENGINEERING SERVICES AGREEMENT WITH BNSF RAILWAY COMPANY FOR QUIET ZONE EVALUATION

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

WHEREAS, the City's Code of Ordinances provides that the City may approve contracts contracts for the services of individuals possessing a high degree of professional skill, such as engineering agreements, that have not been competitively bid; and

WHEREAS, the Train Horn Rule, a federal law codified at 49 CFR Part 222, requires trains to sound their horns in advance of crossing a public highway, unless the highway crossing has been designated a Quiet Zone; and

WHEREAS, prior to designating a Quiet Zone, a study must be conducted to ensure certain safety measures exist at public highway railroad crossings; and

WHEREAS, a rail line controlled by the BNSF Railway Company ("*BNSF*") runs through the City and trains operating on this line are subject to the Train Horn Rule; and

WHEREAS, City authorities desire to have certain railway crossings within the City's corporate boundaries designated as Quiet Zones (the "*Project*"); and

WHEREAS, BNSF is willing to conduct a study for the purpose of declaring certain railway crossings within the City as Quiet Zones and has provided the City with a Preliminary Engineering Services Agreement, wherein BNSF agrees to conduct necessary preliminary work toward the Project, for a cost of $28,099 (the "*Agreement*"); 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 Agreement with BNSF, for a total cost not to exceed $28,099.

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 requirement pursuant to the City's Code of Ordinances, and approve the Preliminary Engineering Services Agreement with BNSF Railway Company, in an amount not to exceed $28,099.

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

[Remainder of Resolution intentionally blank. Roll call vote follows.]

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

CITY CLERK

Contract Number: BF-20561555

PRELIMINARY ENGINEERING SERVICES AGREEMENT
Quiet Zone Project

BNSF File No.: BF-20561555
Mile Post 44.512
Line Segment 1
U.S. DOT Number 079584S, 079578N, 079579V
Subdivision

This Agreement **("Agreement")** is executed to be effective as of _____, 2025 **("Effective Date")**, by and between BNSF RAILWAY COMPANY, a Delaware corporation **("BNSF")** and the Unified City of Yorkville, a political subdivision of the State of IL **("Agency")**.

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through Yorkville, State of IL;

WHEREAS, Agency has stated its intention to proceed initially with a project to establish two quiet zones **(**the **"Project")** that include the crossings as identified in Exhibit A **("Crossing"** or **"Crossings")**;

WHEREAS, Agency has requested that BNSF perform certain preliminary engineering review services and other Work (defined below) with respect to its railroad facilities located at or near the Project site to facilitate Agency's evaluation of the feasibility of proceeding with the Project; and

WHEREAS, BNSF is agreeable to performing the Work, subject to the terms and conditions of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Contract Number: BF-20561555

1) Scope of Work

As used herein, the term "**Work**" includes all work performed by BNSF, its employees, contractors, consultants, or other agents (collectively, the **"BNSF Parties"**) pursuant to this Agreement, including, but not limited to: (a) conducting on-site visits including diagnostic evaluations; (b) performing preliminary engineering services; (c) developing cost estimates for construction of the Project; (d) preparing draft agreements including legal review; and (e) reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the Project.

2) Payment and Deposit for Work

Agency authorizes BNSF to proceed with the Work relating to the Project. Agency shall pay and reimburse BNSF for all actual costs and expenses that BNSF incurs in performing the Work, including without limitation: (a) labor, supplies, and material; (b) direct and indirect labor and contractor charges including additives; (c) delivery charges; (d) BNSF's additives and overhead, as such are in effect on the date BNSF prepares its final billing; and (e) all applicable taxes due, paid, or payable by BNSF on such products and services, including sales and use taxes, business and occupation taxes, and similar taxes **(**collectively, **"Actual Costs")**. BNSF's estimated cost for Work on this Project is 28,099 **("Estimated Cost").** Any estimate provided by BNSF for the Work shall not be a limitation on the Work to be performed or the costs and expenses incurred, which Agency shall reimburse to BNSF in full.

During its performance of the Work pursuant to this Agreement, BNSF will send Agency progressive invoices detailing the costs of the Work performed to date. Agency must reimburse BNSF for completed Work within thirty (30) days of the date of the invoice for such Work. Upon final completion of the Work, BNSF will send Agency a detailed invoice of final costs. Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past such thirty (30) or ninety (90) day terms, as applicable. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

3) Scope and Limitations of Agreement

The parties acknowledge that entering into this Agreement does not of itself obligate either BNSF or Agency to participate in the construction of the Project. If Agency elects to proceed with the Project after the Work is performed, then BNSF and Agency agree to enter into negotiations for appropriate agreements regarding the construction of the Project and other related activities. Nothing in this Agreement — including BNSF's performance of the Work — shall obligate BNSF to enter into any subsequent agreement or otherwise permit the Project *except and subject to* any terms and conditions that BNSF may subsequently approve in its sole discretion.

The Project is understood to be undertaken, in whole or in part, as part of Agency's proposal to seek to establish and/or maintain a quiet zone in accordance with 49 CFR Part 222 ("**Quiet Zone**"). Agency acknowledges that BNSF does not recommend the establishment of a Quiet Zone and believes that, if not properly accounted for with appropriate safety enhancements, the elimination of the train horn can be detrimental to safety. The train horn is intended to alert the motoring and pedestrian public of train movement, and Agency is responsible for using the requirements provided at 49 CFR Part 222 as a minimum guideline in any approach to creating a situation where the train horn is eliminated. The Work to be performed by BNSF for the Project is not intended to be an endorsement or approval of the use of the Crossing or of any facilities or equipment to be installed by BNSF for the purposes of establishing or maintaining a Quiet Zone. Notwithstanding anything to the contrary in this Agreement, BNSF's review, approval, and/or other participation in the Project or any element thereof, including the Work performed by the BNSF Parties hereunder, are expressly limited to — and are intended and understood by the parties to be in furtherance of — BNSF's railroad purposes, and are not in furtherance of Agency's purposes in undertaking the Project.

BNSF is providing the Work — including without limitation the design, selection, or provision of signal equipment and other Crossing appurtenances or BNSF's modifications under or subsequent to this Agreement, including the review or adequacy of any existing equipment or appurtenances — in consideration of BNSF's subjective standards for its railroad purposes only. Consequently, the Work shall in no way be construed or deemed to be BNSF's recommendation, condition, or direction to Agency, nor shall the Work be construed or deemed to be BNSF's opinion or approval that the plans and specifications or any work intended or completed on the Project (a) is appropriate for any other purpose including Agency's use of the Crossing for highway purposes; (b) is structurally sound; or (c) meets applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to Agency or any third party are provided, intended, or implied herein. Agency shall at all times be solely responsible for the adequacy and compliance of all design elements of the Project for highway and other public purposes. **AGENCY**

SHALL WAIVE ANY CLAIMS AGAINST BNSF FOR — AND SHALL RELEASE BNSF FROM — ANY AND ALL CLAIMS WHICH MAY OR COULD RESULT FROM THE WORK PERFORMED HEREUNDER, AND IF APPLICABLE TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY SHALL INDEMNIFY BNSF FOR AND HOLD IT HARMLESS FROM AND AGAINST ANY SUCH CLAIMS. Agency is solely responsible for obtaining regulatory approvals consistent with this Agreement.

AGENCY is solely responsible for establishing, and if approved, maintaining compliance of any Quiet Zone authorized by the Federal Railroad Administration, at its sole expense. Any additional work or equipment required to be installed at the Crossing as the result of the establishment of a Quiet Zone shall be at no cost to BNSF.

4) No Right of Entry

Nothing in this Agreement shall be construed as providing Agency or its contractors, consultants, or other agents any right of entry upon property owned or occupied by BNSF. Any preliminary engineering or other work required by Agency in connection with the Project necessitating entry upon BNSF's railroad right-of-way shall only be conducted as authorized by a separate written permit obtained by Agency from BNSF for such entry ("**Entry Permit**").

The Entry Permit will provide that any on-site visits, including diagnostic evaluations, by Agency and its parties required for the Project shall be conducted only from adjoining properties, and Agency shall ensure that no attendees enter or remain on BNSF's right-of-way, except when using an authorized highway-rail crossing designated for such purpose.

Agency or its agents must contact BNSF's Manager of Public Projects, Jacob Rzewnicki at 913-551-4275, or BNSF's permitting agent Jones Lang LaSalle Brokerage, Inc. ("**JLL**") at http://bnsf.railpermitting.com/ to obtain the required Entry Permit prior to any entry.

5) Disclaimer

BNSF GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT OR ANY REPORT OR OTHER DELIVERABLE WHICH BNSF MAY FURNISH TO AGENCY PURSUANT TO THIS AGREEMENT. BNSF SHALL IN NO WAY BE RESPONSIBLE FOR AGENCY'S PROPER RELIANCE UPON, INTERPRETATION OF, OR OTHER USE OF THE WORK. BNSF IS NOT A CONTRACTOR, AGENT, PARTNER, OR JOINT VENTURER OF AGENCY BECAUSE OF THIS AGREEMENT OR BECAUSE OF BNSF'S PERFORMANCE OF THE WORK.

LIKEWISE, THE BNSF PARTIES WHO MAY ASSIST BNSF IN PERFORMING THE WORK ARE DOING SO FOR BNSF'S BENEFIT ONLY, AND ARE NOT — AND SHALL NOT BE DEEMED TO BE — CONTRACTORS, SUBCONTRACTORS, OR AGENTS OF AGENCY.

Contract Number: BF-20561555

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

Unified City of Yorkville	**BNSF Railway Company**
By: _____	By: _____
Name: _____	Name: _____ Assistant Director Public Projects

Accepted and effective this ___day of _____, 2025.

0 2,000 4,000 Feet

NORTH

Engineering Enterprises, Inc. CONSULTING ENGINEERS 52 Wheeler Road Sugar Grove, Illinois 60554 (630) 466-6700 / www.eeiweb.com	**United City of Yorkville** 800 Game Farm Road Yorkville, IL 60560 (630) 553-4350 http://www.yorkville.il.us	NO. / DATE / REVISIONS DATE: OCTOBER 2014 PROJECT NO.: YO1439 PATH: H:/GIS/PUBLIC/YORKVILLE/2014/ FILE: YO1439_LOCATION2.MXD

QUIET ZONE INITIATIVE
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

ATTACHMENT E
LOCATION MAP
BNSF RAILROAD

QUIET ZONE PRESENTATION

United City of Yorkville

Agenda

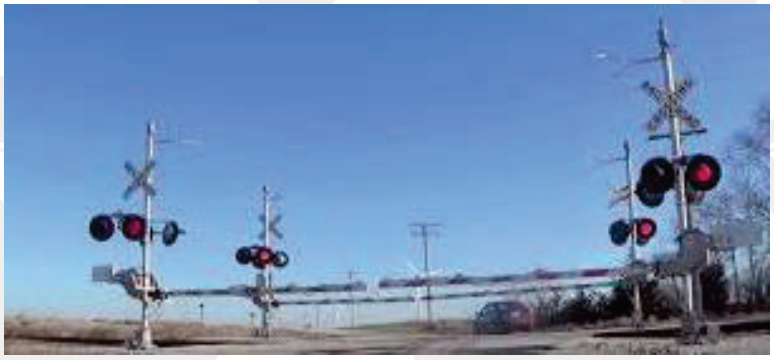
1. Train Horn Rule
2. Quiet Zone Requirements
3. BNSF Quiet Zone
4. Downtown Quiet Zone
5. ITEP Grant
6. Questions

TRAIN HORN RULE

- Law that Regulates Train Horns
- Established in 2005 by the Federal Railroad Administration (FRA)
- Requires Trains Blow Their Horns in Advance of Public Highway-Rail Crossings
  - Must blow their horns a minimum of 15 seconds and a maximum of 20 seconds in advance
  - Provided Local Communities the Option of Silencing Them with a Quiet Zone

QUIET ZONE REQUIREMENTS

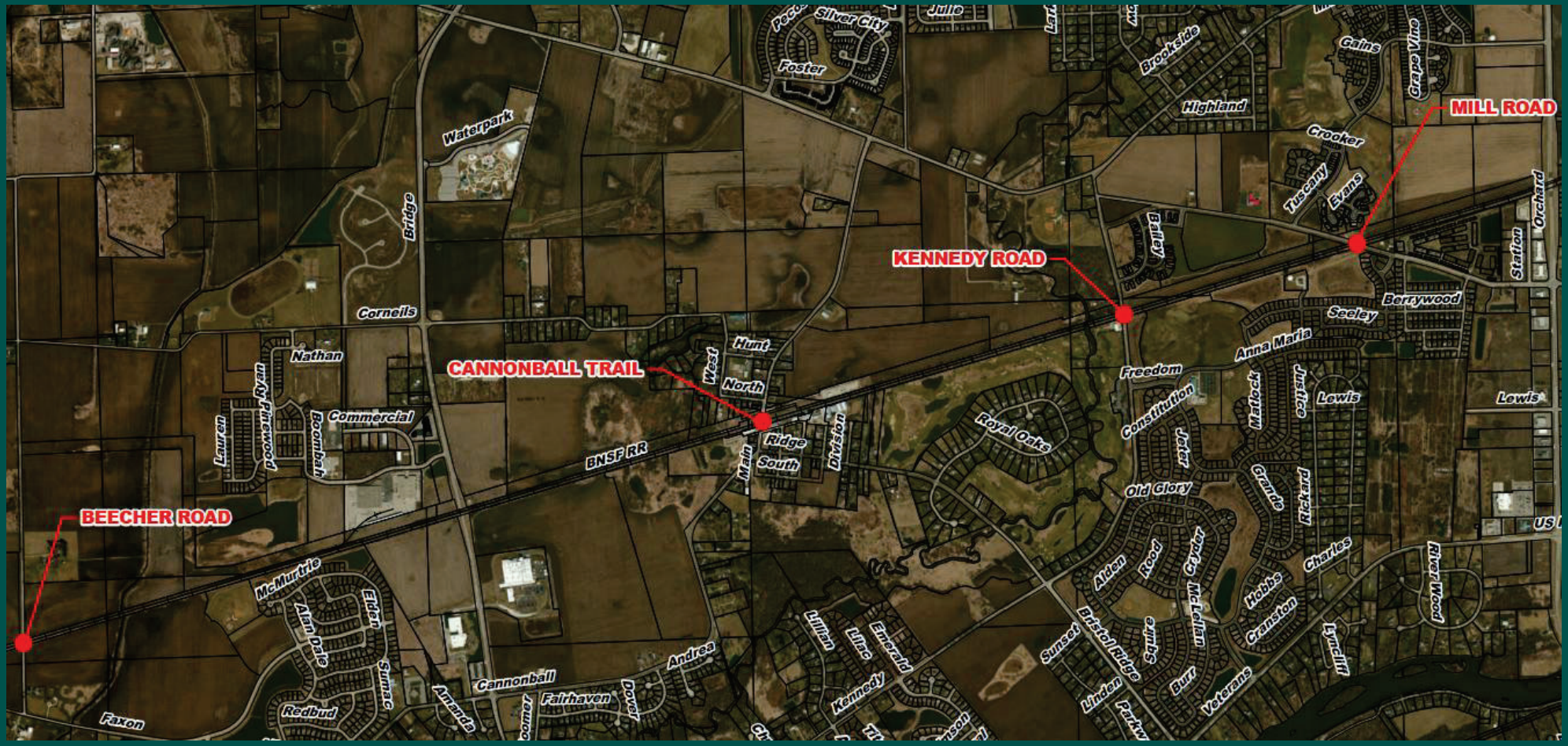
- Quiet Zone Risk Index Must Be Less Than or Equal to Risk Index with Horns
  - Requires Additional Safety Measures Such As:
    - Delineators
    - Non-Traversable Medians
    - One-Way Streets
    - Crossing Closures
    - Quad Gates



QUIET ZONE REQUIREMENTS (continued)

- Minimum Length is ½ Mile
  - Any Crossings Within a ½ Mile Must Be Included in the Proposed Quiet Zone Even if They Are Outside Your Jurisdiction
- Each Crossing Must Have at Minimum the Following Warning Systems:
  - Flashing Lights
  - Gates
  - Constant Warning Time Detection (CWT)
- On-Site Diagnostic Meeting Review with FRA, Railroad, ICC and IDOT
- Provide Notice of Intent (NOI) To FRA, Railroad, ICC & IDOT
- Installation of Proposed Safety Measures
- Notice of Establishment (NOE)

BNSF Quiet Zone



BNSF Quiet Zone

- Beecher Road
  - Constant Warning Time, Gates & Lights
- Cannonball Trail
  - Not Included, Kendall County Completing Separately
- Kennedy Road
  - Constant Warning Time, Gates & Lights
  - Pedestrian Crossing To Be Reviewed By Diagnostic Team
- Mill Road
  - Constant Warning Time, Gates & Lights

BNSF Quiet Zone

- Proposed Improvements
  - Kennedy Road – 100’ of Delineators at Each Side of the Crossing
  - Mill Road – 100’ of Delineators at Each Side of the Crossing
  - Beecher Road – 100’ of Delineators at Each Side of the Crossing
- Estimated Cost = $20K/crossing

BNSF Quiet Zone

- BNSF Requires Preliminary Engineering Agreement Prior To Diagnostic Meeting Attendance
  - Covers Desktop Review Ahead of Diagnostic Meeting
  - Covers Diagnostic Meeting Travel and Attendance
  - Includes Budget for Follow Up Conference Calls & Other Coordination
  - Estimated at $28,099 but City Will Be Billed Based On Actual Costs
- Proposed Project Schedule
  - Approval of BNSF Agreement – August
  - Diagnostic Meeting – September/October
  - NOI – October (Requires 60 Day Comment Period)
  - NOE - January
  - Quiet Zone Establishment – February

Next Steps – BNSF Quiet Zone

City Council Approval of BNSF Agreement

1

Schedule Diagnostic Meeting

2

3

Submit Notice of Intent

4

Submit Notice of Establishment of Quiet Zone

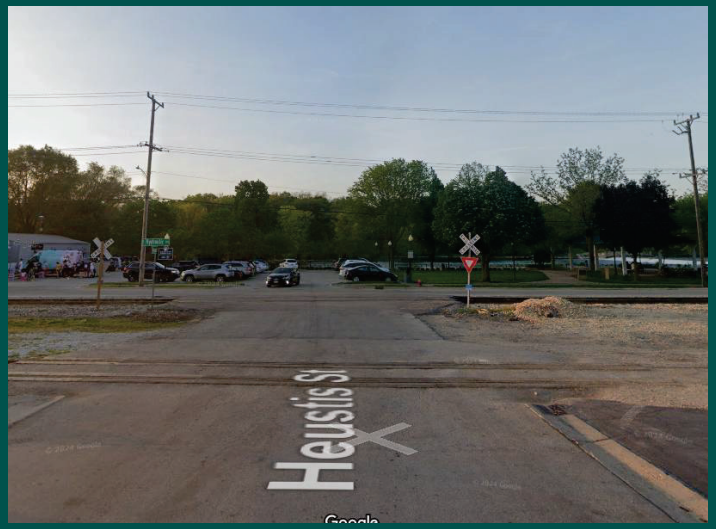
Downtown Quiet Zone

Downtown Quiet Zone

- Hoover Forest Preserve
  - CWT, Gates & Lights
- Poplar Drive
  - CWT, Gates & Lights
- River Birch Lane
  - Lights, No Gates or CWT
- Morgan Street
  - No Warning Devices
- Adams Street
  - No Warning Devices
- State Street
  - No Warning Devices
- Main Street
  - No Warning Devices
- West Alley
  - No Warning Devices
- IL Route 47
  - CWT, Gates & Lights
- East Alley
  - No Warning Devices
- Heustis Street
  - No Warning Devices
- Mill Street
  - No Warning Devices

Downtown Quiet Zone

- Warning Device Costs
  - $700K for New Crossing Surface, Gates, Lights and CWT
    - CWT Will Require Drainage Improvement To Function Correctly
  - Hydraulic Avenue Considerations
    - Edge of Pavement Must Be Shifted 10’ North To Allow Room for Gate Mechanisms
  - Schedule
    - Requires Agreement Between Railroad and City ~ 12 Months
    - 90 Days for Material Procurement
    - 3 Weeks of Construction Per Crossing



Downtown Quiet Zone

- Funding Possibilities
  - Grade Crossing Inventory Fund
    - Pays for Crossing Updates Such as Gates, Signals & CWT
    - Gives Credit for Crossing Closures
  - Other Federal Opportunities
    - Currently None Available, Typically Come Out in October
    - Railroad Willing To Partner With City
  - Other State Opportunities
  - ITEP Project

Minor Street	AADT	Dates Collected
Adams Street	44 vehicles	12/17/2024 – 12/18/2024
Alley (East of IL 47)	545 vehicles	01/02/2025 – 01/03/2025
Alley (West of IL 47)	238 vehicles	12/20/2024 – 12/23/2024
Heustis Street	400 vehicles	12/27/2024 – 01/01/2025
Hoover Forest Preserve	91 vehicles	01/07/2025 – 01/08/2025
Illinois Route 47	24,800 vehicles	2023
Mill Street	392 vehicles	12/26/2024 – 12/27/2024
Morgan Street	274 vehicles	12/16/2024 – 12/17/2024
Poplar Drive	593 vehicles	01/06/2025 – 01/07/2025
River Birch Lane	52 vehicles	01/03/2025 – 01/06/2025
State Street	132 vehicles	12/18/2024 – 12/19/2024
South Main Street	281 vehicles	12/19/2024 – 12/20/2024

Next Steps – Downtown Quiet Zone

Preliminary Meeting with FRA To Discuss Quiet Zone Options

1

Public Information Meeting To Discuss Preliminary Quiet Zone Options and Possible Road Closures

2

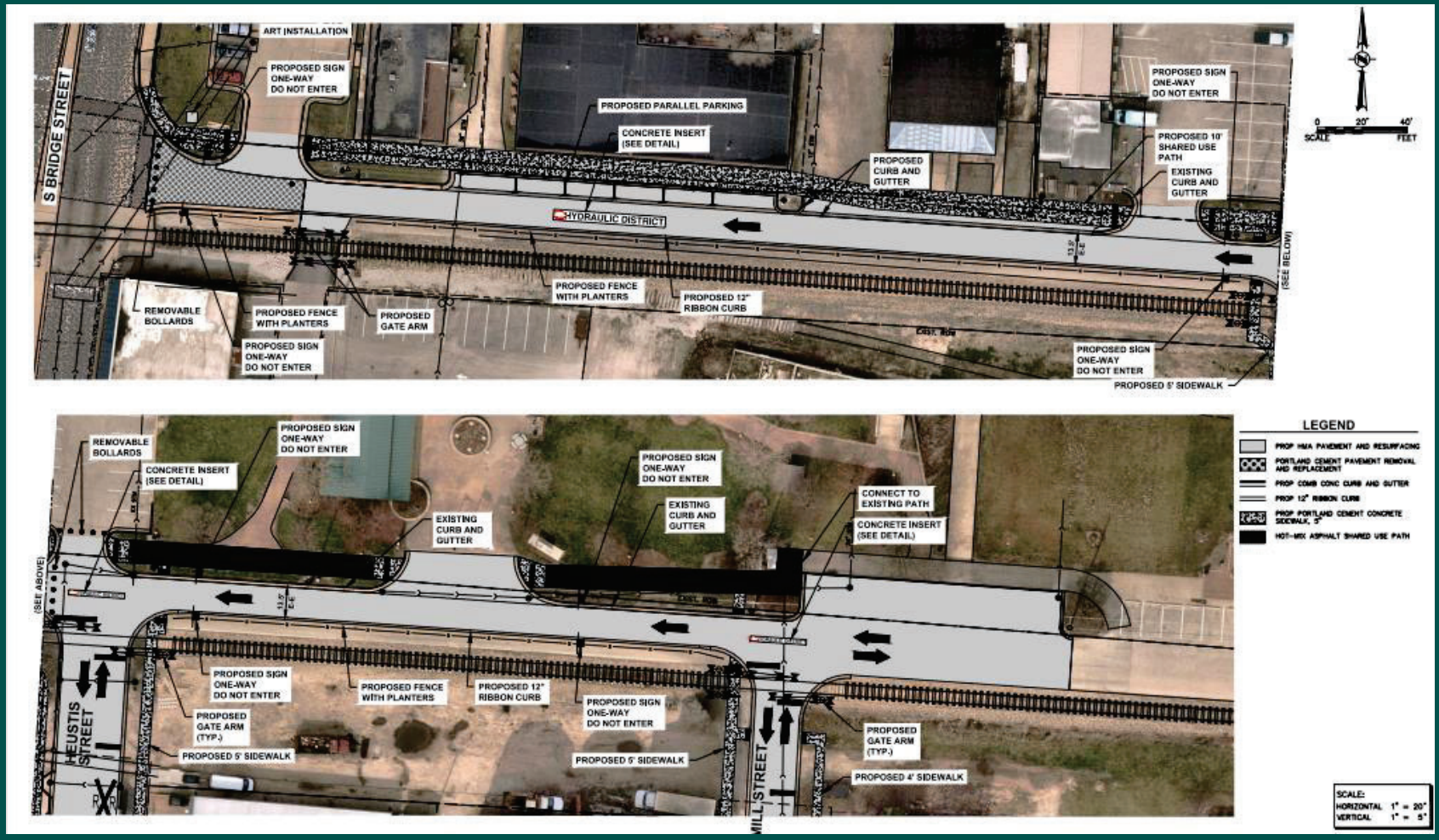
Investigate Grants and Funding Opportunities

3

Engage Railroad To Discuss Agreements and Project Implementation for Crossing Improvements

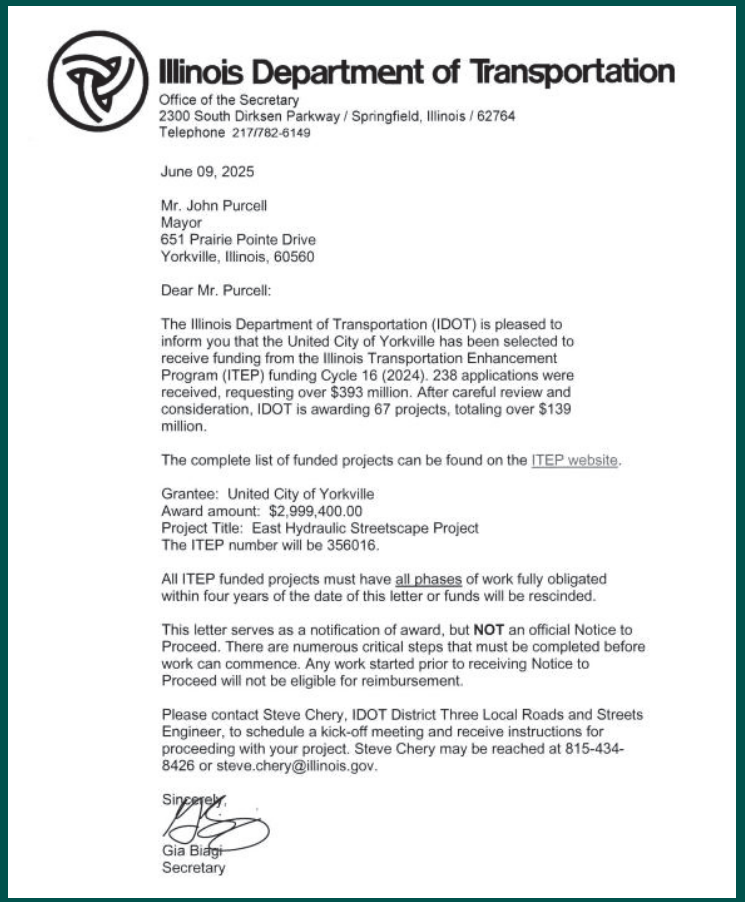
4

ITEP Project



ITEP Project

- City was Selected for ITEP Grant (2.994M)
- 80/20 Split for Phase II, Phase III and Construction
- 50/50 Split for Street Lighting
- Phase I Engineering 100% Locally Funded
- Project Must Be Start Within 4 Years
- Proposed Schedule
  - Start Phase I Engineering October 2025 ~ 18-24 Months
  - Start Phase II Engineering Early 2027
  - November 2028 Letting



Illinois Department of Transportation
Office of the Secretary
2300 South Dirksen Parkway / Springfield, Illinois / 62764
Telephone 217/782-6149

June 09, 2025

Mr. John Purcell
Mayor
651 Prairie Pointe Drive
Yorkville, Illinois, 60560

Dear Mr. Purcell:

The Illinois Department of Transportation (IDOT) is pleased to inform you that the United City of Yorkville has been selected to receive funding from the Illinois Transportation Enhancement Program (ITEP) funding Cycle 16 (2024). 238 applications were received, requesting over $393 million. After careful review and consideration, IDOT is awarding 67 projects, totaling over $139 million.

The complete list of funded projects can be found on the ITEP website.

Grantee: United City of Yorkville
Award amount: $2,999,400.00
Project Title: East Hydraulic Streetscape Project
The ITEP number will be 356016.

All ITEP funded projects must have all phases of work fully obligated within four years of the date of this letter or funds will be rescinded.

This letter serves as a notification of award, but **NOT** an official Notice to Proceed. There are numerous critical steps that must be completed before work can commence. Any work started prior to receiving Notice to Proceed will not be eligible for reimbursement.

Please contact Steve Chery, IDOT District Three Local Roads and Streets Engineer, to schedule a kick-off meeting and receive instructions for proceeding with your project. Steve Chery may be reached at 815-434-8426 or steve.chery@illinois.gov.

Sincerely,

Gia Biagi
Secretary

QUESTIONS OR COMMENTS?

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

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2025-98

Agenda Item Summary Memo

Title: South Receiving Station Bid Results and Award Recommendation

Meeting and Date: City Council – October 28, 2025

Synopsis: Summary of Bid Results for the South Receiving Station and Award Recommendation

Council Action Previously Taken:

Date of Action: PW – 10/21/25 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-98

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

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

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Jori Contrino, City Clerk
Rob Fredrickson, Finance Director

Date: October 28, 2025
Subject: South Receiving Station Bid Results and Award Recommendation

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Bids were received, opened, and tabulated for work to be done on the South Receiving Station on October 7, 2025. This project is for receiving the City's future Lake Michigan Supply by DuPage Water Commission (DWC) and consists of a new pressure adjusting station building located on the recent City acquired property for the future Receiving Station, South Standpipe, and associated appurtenances. This contract includes construction of a new building that will house new pressure reducing components and booster pumps, chemical feed equipment, all piping components required by DWC, electrical including emergency generator, and associated appurtenances and site work. The improvements will connect to the new South Standpipe (separate contract) and will deliver water to the City's South and South Central Pressure Zones once the Lake Michigan supply commences.

The South Receiving Station is similar to the City's North Receiving Station project recently bid and currently under contract. The bid results were under the Engineer's Estimate and were consistent with the previous North Receiving Station bids.

This project is included in the City's Water Infrastructure Finance and Innovation Act (WIFIA) Loan which is in the final stages of loan closing, and is part of the WIFIA loan eligible project costs. The final requested loan amount and individual project costs are currently planned to be updated following the next DWC transmission main bid opening, and the actual South Receiving Station costs will be able to be updated and incorporated at that time.

Per the terms of the City's WIFIA loan, the loan can provide funds for up to 80% of all eligible project costs, and the City is responsible for the remaining 20%. Besides this project, the loan includes multiple other water infrastructure projects including the DWC supply transmission main. The WIFIA loan terms include a deferred payment schedule after all work on the eligible projects is completed.

We recommend that award be made to the lowest responsible, responsive bidder, Whittaker Construction & Excavating, Inc., P.O. Box 21, Earlville, IL 60518 in the amount of $6,875,000.

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

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING A BID TO CONSTRUCT A NEW WATER RECEIVING STATION BUILDING AND OTHER SITE IMPROVEMENTS
(South Receiving Station)

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

WHEREAS, the City plans to construct a new pressure adjusting station building that will house new pressure reducing components and booster pumps, chemical feed equipment, related piping components, electrical equipment, and associated appurtenances and site work (the "Project"); and

WHEREAS, the Project is required for the City to connect to Lake Michigan water through the DuPage Water Commission; and

WHEREAS, the cost of the Project shall be paid through a combination of Water Infrastructure Finance Innovation Act loans (the "*Loan*") and City funds; and

WHEREAS, in compliance with all applicable Illinois laws, bids were accepted to construct the Project and a public bid opening was held at on October 7, 2025; and

WHEREAS, the City's engineers and staff find that the lowest responsible bidder is Whittaker Construction and Excavating, Inc., P.O. Box 21, Earlville, IL 60518 ("Whittaker"), with a total bid amount of $6,875,000 (the "Project Cost"); and

WHEREAS, it has been recommended to the Corporate Authorities that the bid by Whittaker be accepted, contingent on the City securing the Loan; and

WHEREAS, a Notice of Intent to Award the bid shall be issued to Whittaker.

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

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

Section 2. The Corporate Authorities hereby find and declare that a bid by Whittaker Construction and Excavating, Inc., P.O. Box 21, Earlville, IL 60518 to complete the Project at a cost of $6,875,000.00 is the lowest responsible bid and therefore accept the bid, contingent on the City securing the Loan.

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

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

NOTICE OF AWARD

TO: Whittaker Construction & Excavating, Inc.

P.O. Box 21

105 E. Park Street

Earlville, IL 60518

PROJECT Description: South Receiving Station, including all associated appurtenances, site work, and materials necessary to complete the project.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated August 18, 2025, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $ Six Million, Eight Hundred Seventy-Five Thousand Dollars ($6,875,000.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 28th day of October, 2025.

United City of Yorkville
Owner

By _____

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____

_____this _____ day of _____, 20_____.

By _____

Title _____

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BID SUMMARY
SOUTH RECEIVING STATION PROJECT - YO2416-P
UNITED CITY OF YORKVILLE, IL

BID TABULATION BIDS RECEIVED 11:00 A.M. 10/07/25	**ENGINEER'S ESTIMATE** 52 Wheeler Road Sugar Grove, IL 60554	**Whittaker Construction & Excavating, Inc.** P.O. Box 21 Earlville, IL 60518	**Williams Brothers Construciton** P.O. Box 1366 Peoria, IL 61654	**Vissering Construction Company** 175 Benchmark Industrial Dr. Streator, IL 61364	**IHC Construction Companies, LLC** 385 Airport Rd, Ste 100 Elgin, IL 60123
TOTAL BASE BID	**$8,465,000.00**	**$6,875,000.00**	**$7,040,000.00**	**$7,041,000.00**	**$7,269,000.00**
ATTENDED MANDATORY PRE-BID MEETING		X	X	X	X
ADDENDUM NO. 1 ACKNOWLEDGED		X	X	X	X
ADDENDUM NO. 2 ACKNOWLEDGED		X	X	X	X
ADDENDUM NO. 3 ACKNOWLEDGED		X	X	X	X
ADDENDUM NO. 4 ACKNOWLEDGED		X	X	X	X
COMPLETED BID FORM & BID SCHEDULE		X	X	X	X
MANDATORY ALTERNATE BID SCHEDULE		X	X	X	X
MAJOR EQPT. ALTERNATIVE BID PRICES		X	X	X	X
UNIT PRICE SCHEDULE		X	X	X	X
BID BOND		X	X	X	X
SIGNED BID		X	X	X	X
BIDDER'S QUESTIONNAIRE		X	X	X	X
	% above/below Engineer's Estimate	-18.78%	-16.83%	-16.82%	-14.13%

BID TABULATION - YORKVILLE SOUTH RECEIVING STATION

ITEM NO.	ITEM	UNIT	QTY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	WHITTAKER CONSTRUCTION & EXCAVATING, INC. UNIT PRICE	WHITTAKER CONSTRUCTION & EXCAVATING, INC. AMOUNT	WILLIAMS BROTHERS CONSTRUCTION UNIT PRICE	WILLIAMS BROTHERS CONSTRUCTION AMOUNT	VISSERING CONSTRUCTION COMPANY UNIT PRICE	VISSERING CONSTRUCTION COMPANY AMOUNT	IHC CONSTRUCTION COMPANY, LLC UNIT PRICE	IHC CONSTRUCTION COMPANY, LLC AMOUNT
1	MOBILIZATION, INCLUDING PERFORMANCE AND PAYMENT BONDS	LS	1	$ 350,000.00	$ 350,000.00	$ 300,000.00	$ 300,000.00	$ 400,000.00	$ 400,000.00	$ 500,000.00	$ 500,000.00	$ 450,000.00	$ 450,000.00
2	CONSTRUCTION OF THE NEW RECEIVING STATION BUILDING INCLUDING FURNISHING AND INSTALLING ALL BUILDING APPURTENANCES, INCLUDING HVAC, SHOWN IN THE CONTRACT DOCUMENTS AND NOT COVERED BY A SEPARATE PAY ITEM.	LS	1	$ 3,250,000.00	$ 3,250,000.00	$ 2,793,800.00	$ 2,793,800.00	$ 2,650,000.00	$ 2,650,000.00	$ 2,458,000.00	$ 2,458,000.00	$ 1,948,000.00	$ 1,948,000.00
3	FURNISH AND INSTALL NEW PUMP BAY 1 HIGH SERVICE PUMPS	EA	3	$ 60,000.00	$ 180,000.00	$ 50,000.00	$ 150,000.00	$ 40,000.00	$ 120,000.00	$ 50,000.00	$ 150,000.00	$ 106,000.00	$ 318,000.00
4	FUNISH AND INSTALL NEW PUMP BAY 2 HIGH SERVICE PUMPS	EA	3	$ 65,000.00	$ 195,000.00	$ 63,400.00	$ 190,200.00	$ 60,000.00	$ 180,000.00	$ 75,000.00	$ 225,000.00	$ 136,000.00	$ 408,000.00
5	FURNISH AND INSTALL INTERIOR MECHANICAL PROCESS PIPING COMPLETE, INCLUDING ALL VALVES AND APPURTENANCES	LS	1	$ 1,750,000.00	$ 1,750,000.00	$ 1,400,000.00	$ 1,400,000.00	$ 1,400,000.00	$ 1,400,000.00	$ 1,500,000.00	$ 1,500,000.00	$ 1,400,000.00	$ 1,400,000.00
6	FURNISH AND INSTALL NEW SODIUM HYPOCHLORITE CHEMICAL FEED SYSTEM COMPLETE, INCLUDING CHEMICAL FEED EQUIPMENT, TANKS AND ASSOCIATED APPURTENANCES AND PIPING	LS	1	$ 150,000.00	$ 150,000.00	$ 115,000.00	$ 115,000.00	$ 70,000.00	$ 70,000.00	$ 125,000.00	$ 125,000.00	$ 245,000.00	$ 245,000.00
7	FURNISH AND INSTALL NEW ORPTHPHOSPHATE CHEMICAL FEED SYSTEM COMPLETE, INCLUDING CHEMCIAL FEED EQUIPMENT, TANKS AND ASSOCIATED APPURTENANCES AND PIPING	LS	1	$ 150,000.00	$ 150,000.00	$ 115,000.00	$ 115,000.00	$ 210,000.00	$ 210,000.00	$ 100,000.00	$ 100,000.00	$ 215,000.00	$ 215,000.00
8	FURNISH AND INSTALL SITE PIPING INLCUDING DIP WATERMAIN, WATER SERVICE A	LS	1	$ 175,000.00	$ 175,000.00	$ 148,000.00	$ 148,000.00	$ 100,000.00	$ 100,000.00	$ 150,000.00	$ 150,000.00	$ 180,000.00	$ 180,000.00
9	SITE ELECTRICAL WORK, INCLUDING FURNISHING ALL MATERIALS AND INSTALLING ALL DUCGT BANK (CONCRETE ENCASED), FEEDS, WIRING, SITE SECURITY AND LIGHTING, COORDINATION AND INSTALLATION OF NEW UTILITY TRANSFORMER	LS	1	$ 185,000.00	$ 185,000.00	$ 120,000.00	$ 120,000.00	$ 260,000.00	$ 260,000.00	$ 75,000.00	$ 75,000.00	$ 325,000.00	$ 325,000.00
10	BUILDING ELECTRICAL WORK, INCLUDING FURNISHING ALL MATERIALS AND INSTALLING ALL ELECTRICAL GEAR, CONDUIT, AND ASSOCIATED APPURTENANCES AND COMPONENETS AS SHOWN IN THE CONTRACT DOCUMENT	LS	1	$ 1,050,000.00	$ 1,050,000.00	$ 713,000.00	$ 713,000.00	$ 690,000.00	$ 690,000.00	$ 900,000.00	$ 900,000.00	$ 675,000.00	$ 675,000.00
11	FURNISH AND INSTALL GENERATOR AND ATS	LS	1	$ 250,000.00	$ 250,000.00	$ 200,000.00	$ 200,000.00	$ 280,000.00	$ 280,000.00	$ 200,000.00	$ 200,000.00	$ 275,000.00	$ 275,000.00
12	FURNISH AND INSTALL CCTV SECURITY SYSTEM, 3-CAMERA, COMPLETE, INCLUDING NEW INTERNET SERVICE AND ASSOCIATED APPURTENANCES	LS	1	$ 75,000.00	$ 75,000.00	$ 35,000.00	$ 35,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
13	SCADA INTEGRATION	LS	1	$ 225,000.00	$ 225,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 198,000.00	$ 198,000.00	$ 200,000.00	$ 200,000.00
14	COMPLETE SITE PAVEMENT TO LIMITS SHOWN IN RECEIVING STATION CONTRACT, IN ACCORDANCE WITH THE SPECIFICATIONS AND IDTO STANDARDS	LS	1	$ 120,000.00	$ 120,000.00	$ 90,000.00	$ 90,000.00	$ 100,000.00	$ 100,000.00	$ 90,000.00	$ 90,000.00	$ 210,000.00	$ 210,000.00
15	FENCE AND ELECTRICAL GATE ENTRY SYSTEM, COMPLETE WITH MATERIAL, INSTALLATION AND KEY PHOBE ACTIVATED ENTRY SYSTEM	LS	1	$ 90,000.00	$ 90,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 70,000.00	$ 70,000.00	$ 75,000.00	$ 75,000.00
16	SITE RESTORATION INCLUDING NEW LANDSCAPING/TREES, TOPSOIL AND RESEEDING AREAS IMPACTED BY CONSTRUCTION.	LS	1	$ 170,000.00	$ 170,000.00	$ 125,000.00	$ 125,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 145,000.00	$ 145,000.00
17	ITEMS ORDERED BY ENGINEER	EA	100,000	$ 1.00	$ 100,000.00	$ 1.00	$ 100,000.00	$ 1.00	$ 100,000.00	$ 1.00	$ 100,000.00	$ 1.00	$ 100,000.00
	TOTAL BASE BID				**$ 8,465,000.00**		**$ 6,875,000.00**		**$ 7,040,000.00**		**$ 7,041,000.00**		**$ 7,269,000.00**
	% above/below Engineer's Estimate						-18.78%		-16.83%		-16.82%		-14.13%
	MANDATORY ALTERNATE BID SCHEDULE												
A	Provide Extended Warranty for an Additional Period of Two (2) Years on All Equipment Listed in Base Bid Schedule (e.g., additional two (2) years added to, not inclusive of, Manufacturers' Standard Warranty)				$ 75,000.00		$ 5,000.00		$ 50,000.00		$ 10,000.00		$ 30,000.00

MAJOR EQUIPMENT ALTERNATIVE BID PRICES

SECTION	EQUIPMENT/ ACTIVITY		ENGINEER'S ESTIMATE		WHITTAKER CONSTRUCTION & EXCAVATING, INC.		WILLLIAMS BROTHERS CONSTRUCTION		VISSERING CONSTRUCTION COMPANY		IHC CONSTRUCTION COMPANY	
			MANUFACTURER	BID PRICE	MANUFACTURER	BID PRICE	MANUFACTURER	BID PRICE	MANUFACTURER	BID PRICE	MANUFACTURER	BID PRICE
11210	High Service Pumping Equipment	Flowserve		$ 375,000.00	X	$ 365,000.00	NO BID		NO BID		X	$ 460,000.00
		Grundfos			NO BID		NO BID		X	$ 240,000.00		$ 500,000.00
		Goulds			NO BID		X	$ 250,000.00	NO BID			$ 500,000.00
					NO BID							
11266	Chemical Feed Equipment (Sodium Hypochlorite System)	Watson Marlow		$ 100,000.00	X	$ 80,000.00	NO BID		X	$ 50,000.00	X	$ 100,000.00
		Blue-White			NO BID		X	$ 65,000.00	NO BID			$ 125,000.00
		Albin Pump			NO BID		NO BID		NO BID			$ 125,000.00
11265	Chemical Storage Tanks (Sodium Hypochlorite System)	Poly Processing		$ 45,000.00	X	$ 24,000.00	NO BID		X	$ 25,000.00	X	$ 30,000.00
		Assmann			NO BID		X	$ 25,000.00	NO BID			$ 40,000.00
11266	Chemical Feed Equipment (Orthophosphate System)	Watson Marlow		$ 100,000.00	X	$ 80,000.00	NO BID		X	$ 65,000.00	X	$ 100,000.00
		Blue-White			NO BID		X	$ 65,000.00	NO BID			$ 125,000.00
		Albin Pump			NO BID		NO BID		NO BID			$ 125,000.00
11265	Chemical Storage Tanks (Orthophosphate System)	Poly Processing		$ 45,000.00	X	$ 24,000.00	NO BID		X	$ 30,000.00	X	$ 30,000.00
		Assmann			NO BID		X	$ 25,000.00	NO BID			$ 40,000.00
11395	Flow Meters	Endress + Hauser		$ 50,000.00	NO BID		NO BID		NO BID			$ 50,000.00
		Sparling		$ -	NO BID		NO BID		NO BID			$ 40,000.00
		ABB		$ -	X	$ 26,940.00	X	$ 27,000.00	X	$ 27,000.00	X	$ 26,940.00
15420	Control Valves	Cla-Val		$ 185,000.00	X	$ 175,000.00	X	$ 200,000.00	X	$ 120,000.00	X	$ 50,000.00
					NO BID		NO BID		NO BID			
16483	Variable Frequency Drives	ABB		$ 120,000.00	X	$ 100,000.00	X	$ 75,000.00	X	$ 100,000.00	X	$ 100,000.00
		Rockwell Allen-Bradley			NO BID		NO BID		NO BID			$ 200,000.00
		Square-D			NO BID		NO BID		NO BID			$ 200,000.00
		General Electric			NO BID		NO BID		NO BID			$ 200,000.00
		Cutler Hammer			NO BID		NO BID		NO BID			$ 200,000.00
16620	Packaged Diesel Engine Generator Systems	Caterpillar		$ 300,000.00	X	$ 196,995.00	X	$ 200,000.00	X	$ 195,000.00	X	$ 200,000.00
16900	Instrumentation System	Advanced Automation & Controls		$ 225,000.00	X	$ 171,795.00	X	$ 172,000.00	X	$ 198,000.00	X	$ 171,795.00

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

Agenda Item Number

Public Works Committee #3

Tracking Number

PW 2025-102

Agenda Item Summary Memo

Title: Water Meter Replacement – Phase 2

Meeting and Date: City Council – October 28, 2025

Synopsis: Proposal to replace 3,928 water meters to have all meters on AMR technology.

Council Action Previously Taken:

Date of Action: PW – 10/21/25 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-102

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 13, 2025
Subject: Water Meter Replacement Phase 2

Summary

Proposal from Core and Main to complete the last phase of our water meter change out program at a cost of $1,830,389.10

Background

Currently, we are in the middle of phase 1 of our water meter replacement program. The City Council approved the work in November of 2024 and installation began in June. At this time, we have replaced over 800 meters with 400 more to go. Staff would like to ask to approve the second phase of this project to be able to seamlessly end phase 1 and begin phase 2. Our staff is used to the process, the residents are used to the process, and the installers are already on site. It would provide great continuity to have phase 2 ready to go as soon as phase 1 is completed.

The proposal for the second phase is for 3,928 meters compared to our current phase which was ~1,200. When the second phase is completed, all our meters will be radio read remotely. We will no longer have to walk or drive by to collect the data; it will be accessible as needed. This will improve our efficiency tremendously, and it will help us to better answer questions for residents. This is a much larger phase than our current one. Phase 2 will replace meters all over town based on age. Once completed, our only meter replacements will be due to battery life or malfunction. Staff has checked with the supplier and installer; they both believe that they can have the project completed by next October if we start right as we finish the other phase.

Replacing our aging meters will also assist in bringing us into compliance with our mandate to have our non-revenue water loss under 10% by the time we receive Lake Michigan water. In order to prove we are under the 10%, we will need to have this project completed by October 1, 2026, to allow us to collect data for the entire "water" year which is October 1-September 30 of every year. This will give us a full water year to collect data and time to put together the annual water audit to be able to present it to IDNR in early 2028 to start receiving water in summer of 2028.

This project was contemplated and approved in the FY26 budget at $1,800,000.

Recommendation

Staff recommends approval of the proposal from Core and Main in an amount not to exceed $1,830,389.10.

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, AUTHORIZING THE PURCHASE OF 3,928 REPLACEMENT WATER METERS IN AN AMOUNT NOT TO EXCEED $1,830,389.10

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

WHEREAS, the City's Municipal Code provides that the City may approve contracts for supplies and equipment that have not been competitively bid by a two-thirds affirmative vote of the City Council; and

WHEREAS, the City is currently working toward sourcing water from Lake Michigan instead of local aquifers and a requirement for gaining access to Lake Michigan water is reducing the City's non-revenue water loss to less than 10%; and

WHEREAS, replacing old water meters with newer, more sensitive water meters will contribute to reducing the City's non-revenue water loss, and the City therefore desires to replace approximately 5,171 old meters (the "Project"); and

WHEREAS, In November of 2024, City Council approved a contract with meter supplier, Core and Main, to replace approximately 1,243 meters in the first phase of this Project; and

WHEREAS, the City's meter supplier, Core and Main, has provided a quote to supply and install new Sensus meter systems for the remaining 3,928 meters that need to be replaced, for a total price of $1,830,389.10, said Quote attached hereto as "Exhibit A"; and

WHEREAS, Core and Main is the only Sensus meter supplier in the area, the City has had a positive experience with Sensus meters, almost all the meters currently in the City's system are Sensus meters and dozens of comparable municipalities in the Chicago suburbs and throughout the Fox Valley area use this Sensus meter system; and

WHEREAS, along with reducing the City's non-revenue water loss, the new meters would increase the efficiency of the Public Works department as the new meters are faster and easier to read than the City's existing meters; and

WHEREAS, the City has allocated $1,800,000 in the Fiscal Year End 2026 budget for this project; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the health and safety of the City and its residents to waive the competitive bidding requirement and to authorize and approve the purchase of the new meters from Core and Main 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 of the City's Municipal Code pursuant to the foregoing recitals, and the City Administrator is authorized and directed to proceed with the purchase of 3,928 replacement water meters, as described in the Quote, from Core and Main of Belvidere, Illinois.

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

6829 Irene Road, Belvidere IL., 61008

Date: July 31, 2025
Village: Yorkville
Attn: Jon Bauer

Subject: Yorkville 2026 Phase 2 Quotation for Sensus Meters

Product	Quantity	Unit Price		Extension
New Water Meters				
5/8" Sensus iPERL Water Meter	0	$130.00	ea	$0.00
3/4"S Sensus iPERL Water Meter	3372	$130.00	ea	$438,360.00
3/4" Sensus iPERL Water Meter (9"LL)	0	$152.00	ea	$0.00
1" Sensus iPERL Water Meter	427	$205.00	ea	$87,535.00
3/4"S Sensus Ally Water Meter (7 1/2"LL)	0	$425.00	ea	$0.00
1" Sensus Ally Water Meter (7 1/2"LL)	0	$505.00	ea	$0.00
Section Total:	**3799**			**$525,895.00**
New 1 1/2" - 2" OMNI R2 Water Meters				
1 1/2" Sensus OMNI R2 Water Meter With Integral Strainer, AMR Output	0	$465.00	ea	$0.00
2" Sensus OMNI R2 Water Meter With Integral Strainer, AMR Output	0	$650.00	ea	$0.00
Section Total:	**0**			**$0.00**
New 1 1/2" - 6" OMNI C2 Water Meters				
1 1/2" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output Pulse Output and Test Outlet	27	$1,250.00	ea	$33,750.00
2" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output Pulse Output and Test Outlet	77	$1,440.00	ea	$110,880.00
3" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output Pulse Output and Test Outlet	15	$1,825.00	ea	$27,375.00
4" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output Pulse Output and Test Outlet	7	$2,840.00	ea	$19,880.00
6" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output Pulse Output and Test Outlet	3	$4,910.00	ea	$14,730.00
Section Total:	**129**			**$206,615.00**
Labor				
Installation of 5/8" Meter	0	$170.00	ea	$0.00
Installation of 3/4" Meter	3340	$170.00	ea	$567,800.00
Installation of 1" Meter	427	$170.00	ea	$72,590.00
Installation of 1-1/2" Meter	27	$395.00	ea	$10,665.00
Installation of 2" Meter	77	$405.00	ea	$31,185.00
Installation of 3" Meter	15	$900.00	ea	$13,500.00
Installation of 4" Meter	7	$1,175.00	ea	$8,225.00
Installation of 6" Meter	3	$4,200.00	ea	$12,600.00
Installation of New Wire	0	$90.00	ea	$0.00
Installation of Ground Strap 5/8"-1"	0	$55.00	ea	$0.00
Correct Hard Plumbing	0	$265.00	ea	$0.00
Smartpoint only (outside sets)	0	$125.00	ea	$0.00
Installation of 3/4" Ball Valve (includes valve)	0	$250.00	ea	$0.00
Installation of 1" Ball valve (includes valve)	0	$285.00	ea	$0.00
Reprogram Meter and Smartpoint Only (**Sensus Professional Services**)	1	$10,000.00	lump sum	$10,000.00
Section Total:				**$726,565.00**
Smartpoints				
510M Single Port wired Smartpoints	3928	$130.00	ea	$510,640.00
Section Total:	**3928**			**$510,640.00**

Meter Accessories				
22 Guage 3-Conductor Meter Wire (500' Spool)	3	$60.00	ea	$180.00
5/8"-1" Ground Clamps	7598	$4.25	ea	$32,291.50
#4 Solid Copper Ground Wire (200' Spool)	5	$325.00	ea	$1,625.00
TouchPad	0	$8.00	ea	$0.00
3/4" Meter Gaskets	6744	$0.12	ea	$809.28
1" Meter Gaskets	854	$0.14	ea	$119.56
1 1/2" Meter Gaskets	54	$1.25	ea	$67.50
2" Meter Gaskets	154	$1.50	ea	$231.00
3" Meter Gaskets w/ Bolts & Nuts	30	$15.54	ea	$466.20
4" Meter Gaskets w/ Bolts & Nuts	14	$20.51	ea	$287.14
6" Meter Gaskets w/ Bolts & nuts	6	$27.82	ea	$166.92
A23-NL 5/8"X3/4" to 3/4" Adaptor	0	$20.00	ea	$0.00
Section Total:				**$36,244.10**

Sensus Analytics SaaS Integration and Hosting Fees				
Annual Sensus Analytics SA/RNI Hosting Fee 6.5K Services Year '26	1	$26,645.00	annual	$26,645.00
Annual Sensus Analytics SA/RNI Hosting Fee 9K Services Year '27	0	$32,595.00	annual	$0.00
Annual Sensus Analytics SA/RNI Hosting Fee 9K Services Year '28	0	$33,573.00	annual	$0.00
Annual Sensus Analytics SA/RNI Hosting Fee 9K Services Year '29	0	$34,580.00	annual	$0.00
Section Total:				**$26,645.00**

Extended Warranties, Training, Management Fee				
Annual Infrastructure Maintenance Agreement (Year 2 per M400 TGB)	2	$2,200.00	annual	$4,400.00
Section Total:				**$4,400.00**

Subtotal:	**$1,830,389.10**

NOTE:

*** Final project pricing shall be determined by actual meter quantities supplied and installed.**
*** Final Pricing subject to volatile market conditions.**
*** Pricing does not include Payment/Performance Bond.**
*** Installation pricing are for 'Labor Only" to replace meter with same lay length meter.**
*** Additional plumbing/pit set pricing determined case by case basis.**
*** Labor assumes no responsibility on ground wire sizing**

Prices are good until December 31, 2026. Delivery can be made from stock to within twelve (12) weeks from receipt of your purchase order. Our terms of payment are net thirty (30) days.

Sincerely,

Steve Cooper

Steve Cooper
Territory Manager

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

Agenda Item Number

Public Works Committee #4

Tracking Number

PW 2025-109

Agenda Item Summary Memo

Title: Water Audit and Non-Revenue Water Reduction Consultation – PSA

Meeting and Date: City Council – October 28, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 10/21/25 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-109

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 16, 2025
Subject: Water Audit 2024 and 2025 –Engineering Agreement

Summary

Consideration of an engineering agreement with EEI for some cleanup of the 2024 water audit (covering October 2023 through September 2024) and completion of the 2025 water audit (covering October 2024 through September 2025).

Background

This item was last discussed by the City Council in August 2025, when the Public Works Committee reviewed the 2024 Water Year Audit. Since then, the City staff have prepared the final paperwork to IDNR and have provided follow up on resident and elected officials' questions on the water audit. With the 2025 Water Audit ready to begin, EEI has prepared an engineering agreement that covers the additional work on the 2024 audit and the full 2025 audit.

The EEI proposal for engineering services on the 2025 Water Audit is for a total estimated amount of $49,800, to be paid out based on hourly work. These costs are included in the FY 26 and FY 27 budget.

Recommendation

Staff recommends approval of an engineering agreement with EEI for some cleanup of the 2024 water audit (covering October 2023 through September 2024) and completion of the 2025 water audit (covering October 2024 through September 2025).

Resolution No. 2025-_____

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

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

WHEREAS, the City is preparing to conduct the annual water audit for the year 2025; and

WHEREAS, a water audit for the year 2024 previously conducted by the City's engineering firm, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("*EEI*"), needs revisions; and

WHEREAS, EEI is prepared to provide the necessary analysis, investigations and calculations to revise the 2024 water audit and complete the 2025 water audit, pursuant to the terms of the Agreement for Professional Services Water Audit and Non-Revenue Water Reduction Consultation between EEI and the City (the "*Agreement*"), attached hereto as *Exhibit A*; 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 hereby approve the Agreement for Professional Services Water Audit and Non-Revenue Water Reduction Consultation 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 Audit and Non-Revenue Water Reduction Consultation

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. Services to be provided include professional engineering services for the preparation of the Water Audit (WY2024 and WY2025), preparation of a Water System Improvement Plan, and on-going Non-Revenue Water reduction efforts.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for on an hourly basis in an estimated amount of $49,800.00. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges (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:
Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract.

The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

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

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

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

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: _x_ United States Citizen ___ Resident Alien ___ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ___ Individual ___ Real Estate Agent ___ Sole Proprietorship ___ Government Entity ___ Partnership ___ Tax Exempt Organization

(IRC 501(a) only) _x_ Corporation ___ Not for Profit Corporation ___ Trust or Estate ___ Medical and Health Care Services Provider Corp.

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimated Level of Effort and Associated Cost
Attachment D:	Anticipated Project Schedule
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 Contrino
City Clerk

Engineering Enterprises, Inc.:

_____
Brad Sanderson, PE
Chief Operating Officer / President

Michele L. Piotrowski
_____
Michele Piotrowski, PE, LEED AP
Vice President

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.

Water Audit and Non-Revenue Water Reduction Consultation
United City of Yorkville, IL
Professional Services Agreement - Design Engineering

Attachment B – Scope of Services

BACKGROUND

The United City of Yorkville is seeking a Lake Michigan Water Allocation Permit. As part of the future permit requirements, the City will need to prepare and submit to the Illinois Department of Natural Resources (IDNR) an annual water audit based on the American Water Works Association (AWWA) M36 Manual and the associated Free Water Audit Software (FWAS). Furthermore, given the City's Non-Revenue Water (NRW) is anticipated to be greater than 10%, the City will also likely need to submit to IDNR an updated Water System Improvement Plan indicating the City's progress and any need to pivot from the previous submittal. Furthermore, one of the NRW reduction strategies identified in the previous WSIP submittal to IDNR, the City agreed to complete a billing data analysis/forensic audit by a third-party consultant as well as meet regularly with City staff to better track progress and challenges regarding the NRW reduction plan throughout the year.

SCOPE OF SERVICES

Engineering Enterprises, Inc. (EEI) will provide the necessary professional consulting and engineering services prepare the water audit based on the AWWA M36 Manual and FWAS for both WY2024 and WY2025, prepare the updated WSIP, and then perform on-going NRW reduction tasks as needed. Below outlines the professional consulting and engineering services to assist the City in completing these work items:

WY2024 & WY2025 WATER AUDIT AND LMO2 PREPARATION

1 Prepare and coordinate the RFI
2 Meet with the City to review data questions
3 Perform lag-time corrections for Volume from Own Sources
4 Perform lag-time corrections for Billed Metered water
5 Complete AWWA based water audit form with comments
6 Prepare summary graphs for NRW components
7 Update historical table/graph to view trends
8 On-going coordination with City to refine data
9 Meet with City to review the completed water audit
10 Complete LMO-2 for WY2024 & WY2025

WATER SYSTEM IMPROVEMENT PLAN

11 Prepare Water Main Replacement Tables
12 Prepare Water Main Replacement Exhibits
13 Prepare trending tables/graphs
14 Coordination with City to refine NRW reduction plan
15 Prepare WSIP
16 Meet with City to review the completed WSIP
17 Submittal to IDNR for the Lake Michigan Allocation

ON-GOING NON-REVENUE WATER REDUCTION EFFORTS

18 Research/Review viability of new technologies for NRW Reduction
19 Water Loss Task Force Meeting (As Necessary)
20 On-going NRW reduction monitoring/analysis/response to questions

Exclusions

Items specifically excluded from the base scope of services are:

- Resubmittals to IDNR for the WSIP
- Additional meetings beyond the meetings identified within the base scope of services
- Meter testing and/or analysis

The above scope summarizes the work items that will be completed for this contract. All work items are not known at this time and will only be completed upon direction from City staff when necessary. Additional work items, shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges (Attachment D).

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

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2521-P	
PROJECT TITLE	**DATE**	**PREPARED BY**
Water Audit and Non-Revenue Water Reduction Consultation	10/10/25	MLP

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	SPM	SPS II	ST	ADMIN	HOURS	COST
		PERSON	BPS	MLP	TBD			MJT			
		RATE	$256	$251	$175	$243	$208	$146	$75		
WY2024 & WY2025 WATER AUDIT AND LMO2 PREPARATION											
1	Prepare and coordinate the RFI			2	6					8	$ 1,552
2	Meet with the City to review data questions		2	6	6					14	$ 3,068
3	Perform lag-time corrections for Volume from Own Sources			2	12					14	$ 2,602
4	Perform lag-time corrections for Billed Metered water			2	12					14	$ 2,602
5	Complete AWWA based water audit form with comments			2	8					10	$ 1,902
6	Prepare summary graphs for NRW components			2	8					10	$ 1,902
7	Update historical table/graph to view trends			2	8					10	$ 1,902
8	On-going coordination with City to refine data			2	8					10	$ 1,902
9	Meet with City to review the completed water audit		2	6	8					16	$ 3,418
10	Complete LMO-2 for WY2024 & WY2025			2	6					8	$ 1,552
	WY2025 Water Audit and LMO2 Preparation Subtotal:		**4**	**28**	**82**	**-**	**-**	**-**	**-**	114	$ 22,402
WATER SYSTEM IMPROVEMENT PLAN PREPARATION											
11	Prepare Water Main Replacement Tables			2	12					14	$ 2,602
12	Prepare Water Main Replacement Exhibits			2	12			6		20	$ 3,478
13	Prepare trending tables/graphs			2	4					6	$ 1,202
14	On-going coordination with City to refine NRW reduction plan			2	8					10	$ 1,902
15	Prepare WSIP			2	8					10	$ 1,902
16	Meet with City to review the completed WSIP		2	4	6					12	$ 2,566
17	Submittal to IDNR for the Lake Michigan Allocation		1	4	8					13	$ 2,660
	Water System Improvement Plan Preparation Subtotal:		**3**	**18**	**58**	**-**	**-**	**6**	**-**	85	$ 16,312
ON-GOING NON-REVENUE WATER REDUCTION CONSULTATION											
18	Research/Review viability of new technologies for NRW Reduction		2	2	2					6	$ 1,364
19	Water Loss Task Force Meeting (Quarterly)		2	8	8					18	$ 3,920
20	On-going NRW reduction monitoring/analysis/response to questions			12	12			4		28	$ 5,696
	On-Going NRW Reduction Consultation Subtotal:		**4**	**22**	**22**	**-**	**-**	**4**	**-**	52	$ 10,980
	PROJECT TOTAL:		**11**	**68**	**162**	**-**	**-**	**10**	**-**	**251**	**49,694**

EEI STAFF

BPS	Bradley P. Sanderson, PE
MLP	Michele L. Piotrowski, PE, LEED AP
MJT	Matthew J. Taylor
DRA	Deborah R. Anderson
TBD	To Be Determined

DIRECT EXPENSES		
Printing/Scanning =	$	50
Mileage =	$	50
DIRECT EXPENSES =	**$**	**100**

LABOR SUMMARY		
EEI Labor Expenses =	$	49,694
TOTAL LABOR EXPENSES	**$**	**49,694**

TOTAL COSTS	**$**	**49,794**

ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2521-P	
PROJECT TITLE	**DATE**	**PREPARED BY**
Water Audit and Non-Reveue Water Reduction Consultation	10/10/25	MLP

TASK NO.	TASK DESCRIPTION	2025			2026								
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
WY2024 & WY2025 WATER AUDIT AND LMO2 PREPARATION													
1	Prepare and coordinate the RFI												
2	Meet with the City to review data questions												
3	Perform lag-time corrections for Volume from Own Sources												
4	Perform lag-time corrections for Billed Metered water												
5	Complete AWWA based water audit form with comments												
6	Prepare summary graphs for NRW components												
7	Update historical table/graph to view trends												
8	On-going coordination with City to refine data												
9	Meet with City to review the completed water audit												
10	Complete LMO-2 for WY2024 & WY2025												
WATER SYSTEM IMPROVEMENT PLAN PREPARATION													
11	Prepare Water Main Replacement Tables												
12	Prepare Water Main Replacement Exhibits												
13	Prepare trending tables/graphs												
14	Coordination with City to refine NRW reduction plan												
15	Prepare WSIP												
16	Meet with City to review the completed WSIP												
17	Submittal to IDNR for the Lake Michigan Allocation												
ON-GOING NON-REVENUE WATER REDUCTION CONSULTATION													
18	Research/Review viability of new technologies for NRW Reduction												
19	Water Loss Task Force Meeting (As Necessary)												
20	On-going NRW reduction monitoring/analysis/response to questions												

ENGINEERING ENTERPRISES, INC.

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

ATTACHMENT E - 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

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 28, 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 – 10/14/25 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. A discussion will occur.

All previously presented packet material can be found at:

https://www.yorkville.il.us/Archive.aspx?ADID=6470.

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)

Meeting and Date: City Council – October 28, 2025

Synopsis: Please see below for agenda item notes. All previously presented packet material can be found at: https://www.yorkville.il.us/Archive.aspx?ADID=6471.

Council Action Previously Taken:

Date of Action: CC – 10/14/25 Action Taken: A discussion took place.

Item Number: PZC 2025-08 & EDC 2025-50

Type of Vote Required: PUD Agreement – Majority
Annexation Agreement – Supermajority (6 out of 9)

Council Action Requested: Approval

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

Agenda Item Notes:

The City Council is expected to consider the Ordinance Approving a PUD agreement (agenda item PZC #2a) and the Ordinance Authorizing the Execution of an Annexation Agreement (agenda item PZC #2b). No vote is requested on the Ordinance Authorizing the Rezoning (PZC #2c) and the Ordinance Annexing Certain Territory (PZC #2d) at this meeting. Changes to the PUD agreement and annexation agreement between the October 14th City Council meeting and the October 28th City Council meeting are shown in track changes format in the packet. A supplemental cover memo describing those changes is expected to be distributed as a supplemental packet on Friday, October 24th.

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.

Ordinance No. 2025-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING A PLANNED UNIT DEVELOPMENT AGREEMENT BY AND BETWEEN THE UNITED CITY OF YORKVILLE AND PIONEER DEVELOPMENT,LLC
(Project Cardinal)

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

WHEREAS, Pioneer Development, LLC, an Illinois limited liability company, the contract purchaser of approximately 1,037 acres of land located west of North Bridge Street (Illinois State Route 47), east of Ashe Road, and directly south of East Baseline Road (the "Development Site") upon which the Developer proposes to develop a secured data center campus (the "Project"); and

WHEREAS, approximately 307 acres of the Development Site (the "*Unannexed Properties*") are not within City boundaries and the Developer joined with the owners of the Unannexed Properties to petition the City for annexation; and

WHEREAS, as part of its proposal, the Developer submitted an application to the City requesting rezoning and a special use planned unit development at the Development Site which the City has found to be complete and consistent with the City's purpose and intent of the planned unit development and policies for industrial development within the City; and

WHEREAS, to establish the specific development standards, regulations, limitations and conditions regarding the development of the Project and the use of the Development Site, the City and Developer have negotiated a Planned Unit Development Agreement (the "PUD Agreement")

substantially in the form attached hereto, setting forth all development regulations and conditions for the construction and operation of the Project; and

WHEREAS, in order to proceed with the Project, as proposed, the Developer and the City have entered into an Annexation Agreement providing, among other things, the terms and conditions pertaining to the annexation of the Unannexed Properties as a part of the Development Site and terms and conditions of the construction and operation of the Project;

WHEREAS, in addition to an Annexation Agreement and the PUD Agreement the City and the Developer are prepared to enter into a Development Agreement pertaining to the obligations of the Developer regarding the Project and a Utility and Infrastructure Agreement providing for the obligations of the Developer for all public infrastructure including utilities and roadways;

WHEREAS, the City has determined that the approval of this PUD Agreement is in the best interest of the City and its residents and are prepared to proceed but only in the event the certain conditions and contingencies hereinafter set forth (the "*Conditions*") are fully satisfied and implemented on or before July 1, 2026.

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

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

Section 2. The Planned Unit Development Agreement By and Between the United City of Yorkville and Pioneer Development, LLC is hereby approved, substantially in the form attached hereto and made a part hereof as Exhibit A and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement. The PUD Agreement shall become effective only upon satisfaction of the following conditions:

(a) Acquisition of the Property by Pioneer, or its assignee, but only if assignment is permitted by the terms of the Annexation Agreement and all of the acreage required for the Project (collectively the "*Development Site*") and recordation of all instruments of conveyance granting Pioneer fee simple title to the Development Site;

(b) Recording of a certain Annexation Agreement covering the Development Site approved on the 28th day of October, 2025;

(c) Approval by the Corporate Authorities of a certain Development Agreement covering the Development Site and execution thereof by Pioneer and the City on or before July 1, 2026;

(d) Approval by the Corporate Authorities of a certain Utility and Infrastructure Agreement covering the Development Site and execution thereof by Pioneer and the City on or before July 1, 2026;

(e) Recordation of Covenants and Restrictions covering the Development Site; and

(f) Recordation of the Annexation Agreement, this Planned Unit Development Agreement, the Development Agreement and the Utility and Infrastructure Agreement upon the Development Site.

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

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

CITY CLERK

Planned Unit Development
Agreement By and Between The
United City of Yorkville and
Pioneer Development, LLC
(Project Cardinal)

This Planned Unit Development Agreement by and between the United City of Yorkville, Kendall County, Illinois and Pioneer Development, LLC, a limited liability company of the State of Illinois is entered into this ____ day of _____, 2025.

Article 1. Preambles

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

1.2 The Project. Pioneer Development, LLC, a limited liability company of the State of Illinois (the *"Developer"*) is the contract purchaser of a combined 1,037 acres located west of North Bridge Street (Illinois State Route 47), east of Ashe Road, and directly south of East Baseline Road, identified as parcel numbers 02-05-300-003, 02-04-300-032, 02-04-300-024, 02-05-400-021, 02-09-100-031, 02-09-100-030, 02-04-100-015, 02-05-200-007, 02-06-100-022, 02-06-200-002, 02-05-400-022, 02-05-200-006, 02-04-100-016, 02-06-400-008, 02-06-200-003, 02-05-100-003, 02-05-100-005, 02-05-400-009, 02-04-300-018, 02-04-300-017, 02-06-400-001, 02-05-200-004, 02-05-200-001 (collectively the *"Subject Property"*) upon which the Developer intends to develop a secured data center campus (the "*Project*"). The Project is generally depicted on the site plan attached hereto as Exhibit A (the "*Site Plan*") and consists of fourteen buildings, two onsite electrical substation, a utility switchyard, and associated stormwater basins, to be constructed in phases over a period of approximately ten (10) years.

1.3 Zoning. The Subject Property shall be zoned M-2 General Manufacturing District upon annexation of the Subject Property to the City as provided in the Annexation Agreement. 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 Utility 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 shall provide the City with a traffic management plan, including a communication strategy and on-site point of contact, for controlling traffic during all phases of construction. Developer has also provided the City with a traffic study dated _____ and incorporated herein by reference. 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.

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 G ("*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 Utility Agreement or 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 as a condition to the 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

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 five percent (5%) increase in the square footage of the buildings;

   b. Any accessory structure or building, including rooftop mechanical equipment, which exceeds 78' 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 for any species by no more than 5%;

   c. An increase or decrease of percentage of approved building elevation materials by no more than 5%;

   d. A change in fencing material;

   e. 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;

   f. 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 not become effective until such time as the Developer has acquired the Subject Property, annexed the Subject Property to the City and the Development Agreement and the Utility Agreement have been approved and executed by the City and the Developer. If, for any reason, the City and the Developer do not execute the Development Agreement, or the Utility Agreement or agree to the Covenants and Restrictions, the Developer agrees that it shall have no recourse against the City for any cost, claim, liability or inconvenience in connection with the Project or the Subject Property and agrees to immediately pay the City for any outstanding contractual obligations.

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

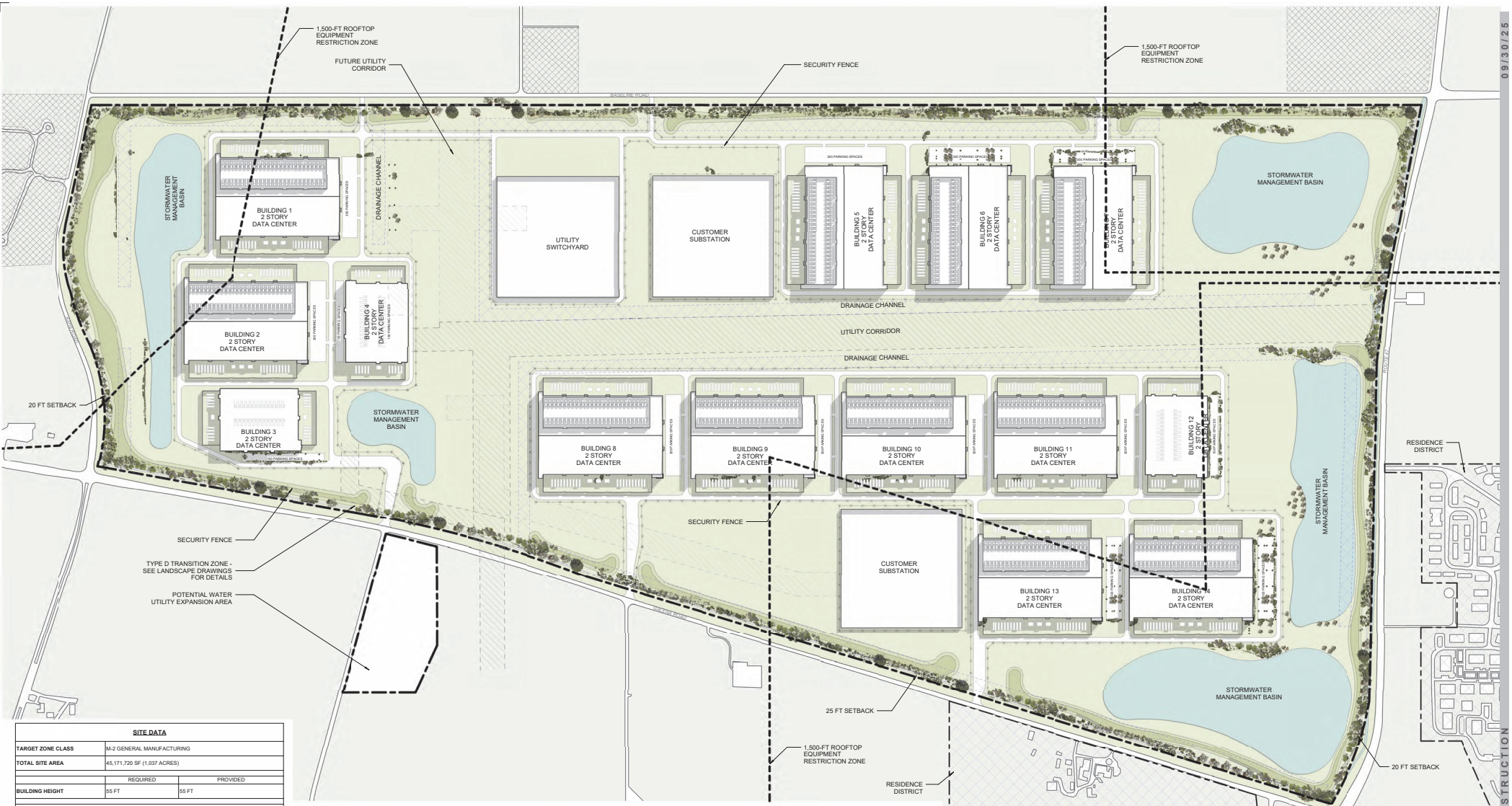
By: _____

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 G- Initial Noise Study

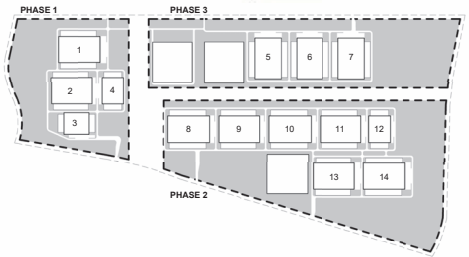
EXHIBIT A



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

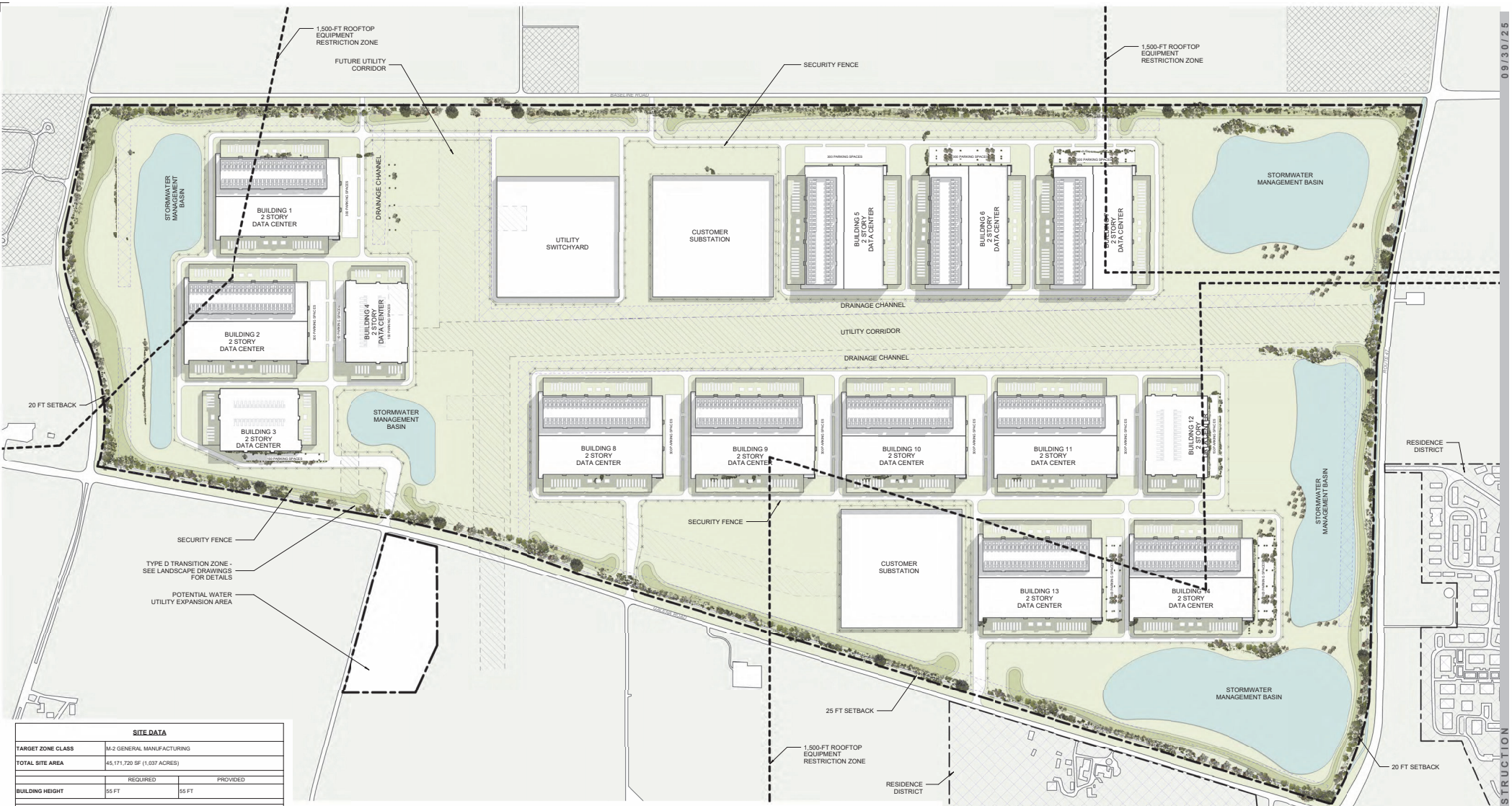
PRELIMINARY - NOT FOR CONSTRUCTION

PIONEER DEVELOPMENT

SITE PLAN

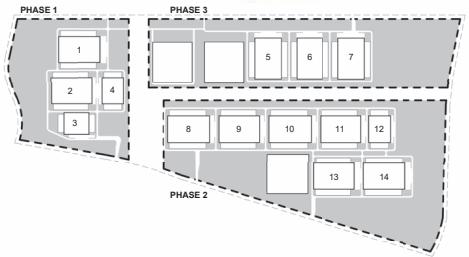
BURNS McDONNELL · Marquiles Hoelzli Architecture · O2

EXHIBIT B



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

EXHIBIT C

N
W E
S

0 2,000 4,000 Feet

PROPOSED 10' SHARED-USE PATH

BASELINE

ASHE

N. BRIDGE

JETER

ELDAMAIN

W. BEECHER

E. BEECHER

GALENA

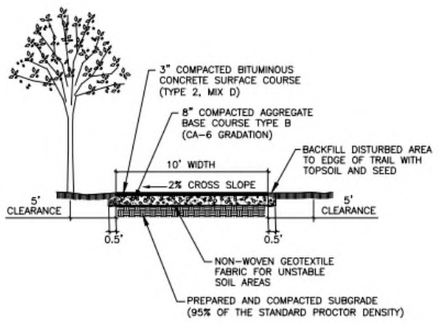
BERTRAM

Project Cardinal 1037 ac

Proposed Shared-Use Path

Project Cardinal Development

NOTE: THE PATH CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH IDOT'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION."



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UNITED CITY OF YORKVILLE

BITUMINOUS PATH DETAIL

Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove, Illinois 60554 Phone: (630) 466-6700	SCALE: N.T.S.	FOLDER: YO-PV	DRAWING NUMBER: PA-01	DRAWN BY: KKP
	DATE: 2/3/15			REVISED: 5/1/25

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

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

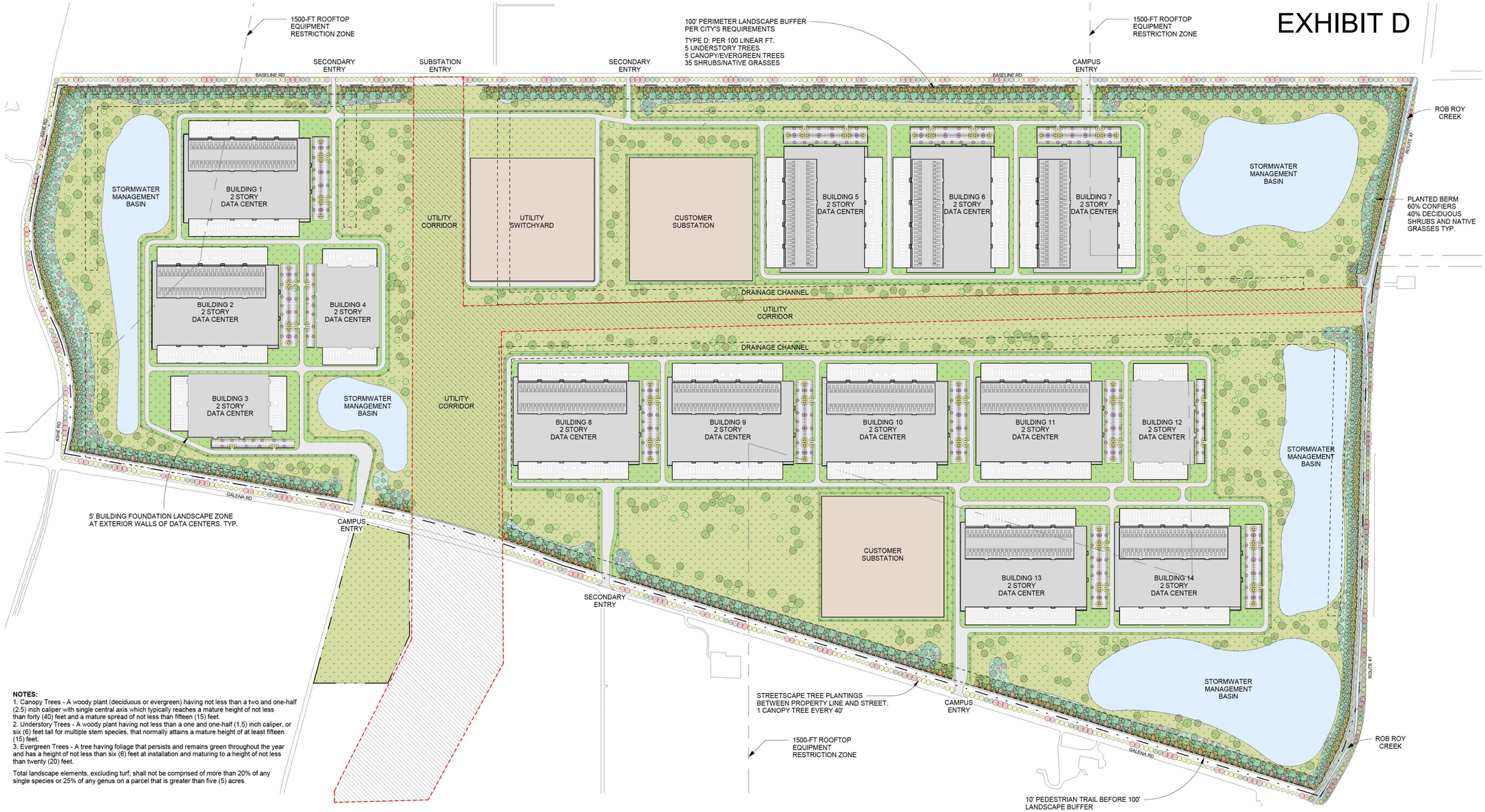
NO.	DATE	REVISIONS

DATE: MAY 2025
PROJECT NO.: YO2451
PATH: H:/GIS/PUBLIC/YORKVILLE/2024/
FILE: YO2451_PROJECT CARDINAL ROADWAY EXHIBITS

PROJECT CARDINAL

EXHIBIT C
PROPOSED PATH LOCATIONS

EXHIBIT D



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

1 CAMPUS PLAN
1" = 400'-0"

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 XX — PLANT SPECIES TAGS - SEE PLANT SCHEDULE
- ## / #### — VIEW/SHEET CALLOUT
- ## / #### — SECTION DETAIL KEY
- ## — KEYNOTE (# - REFER TO KEYNOTE SCHEDULE)

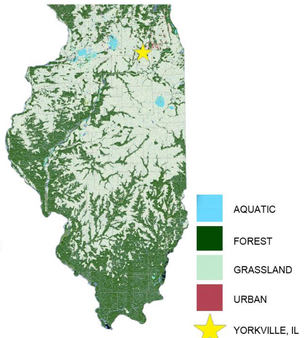
SURFACE TYPES

- 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

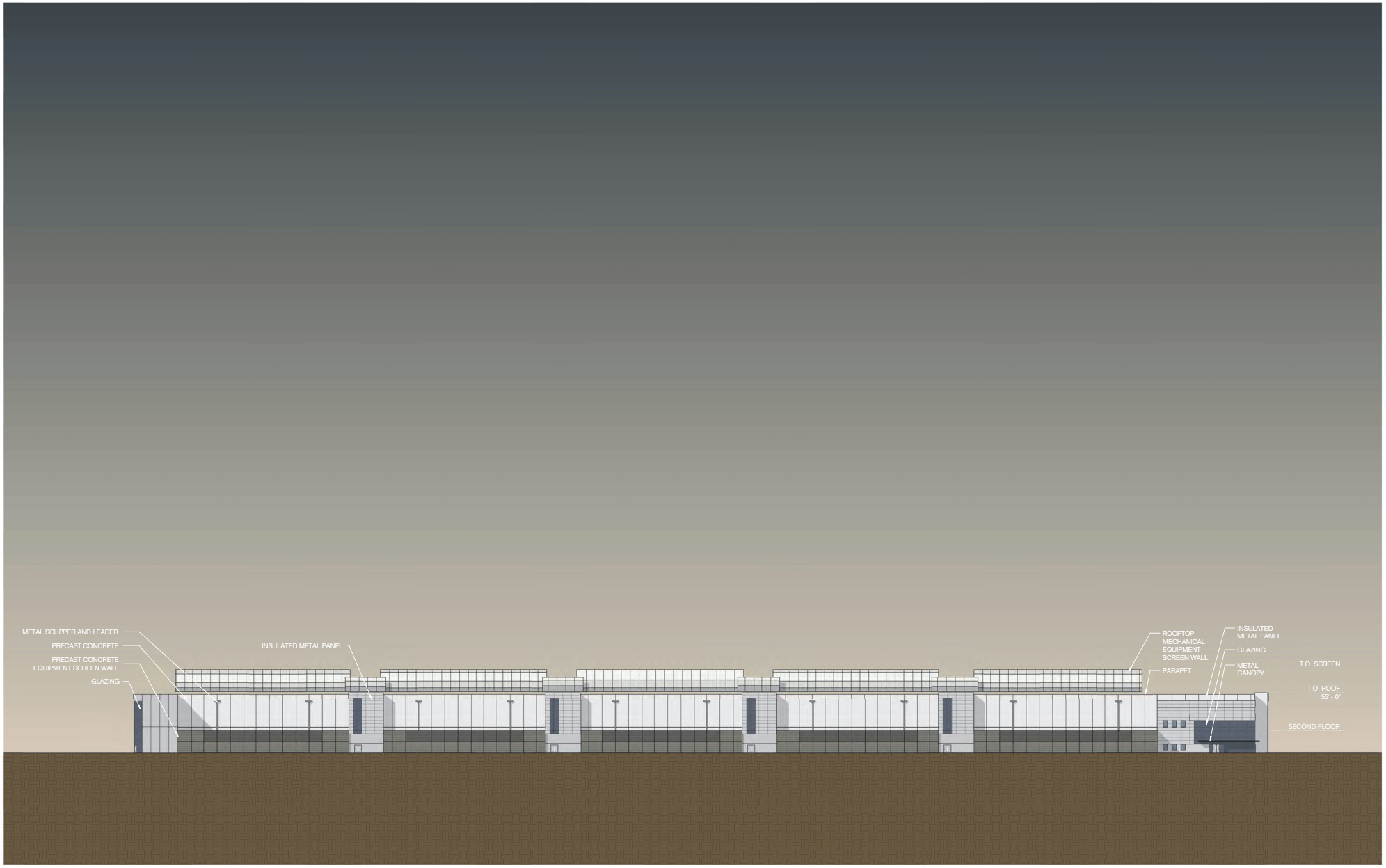
project Project Cardinal

sheet title CAMPUS PLAN

sheet number L-01

9/26/2025 11:37:56 AM

EXHIBIT E



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

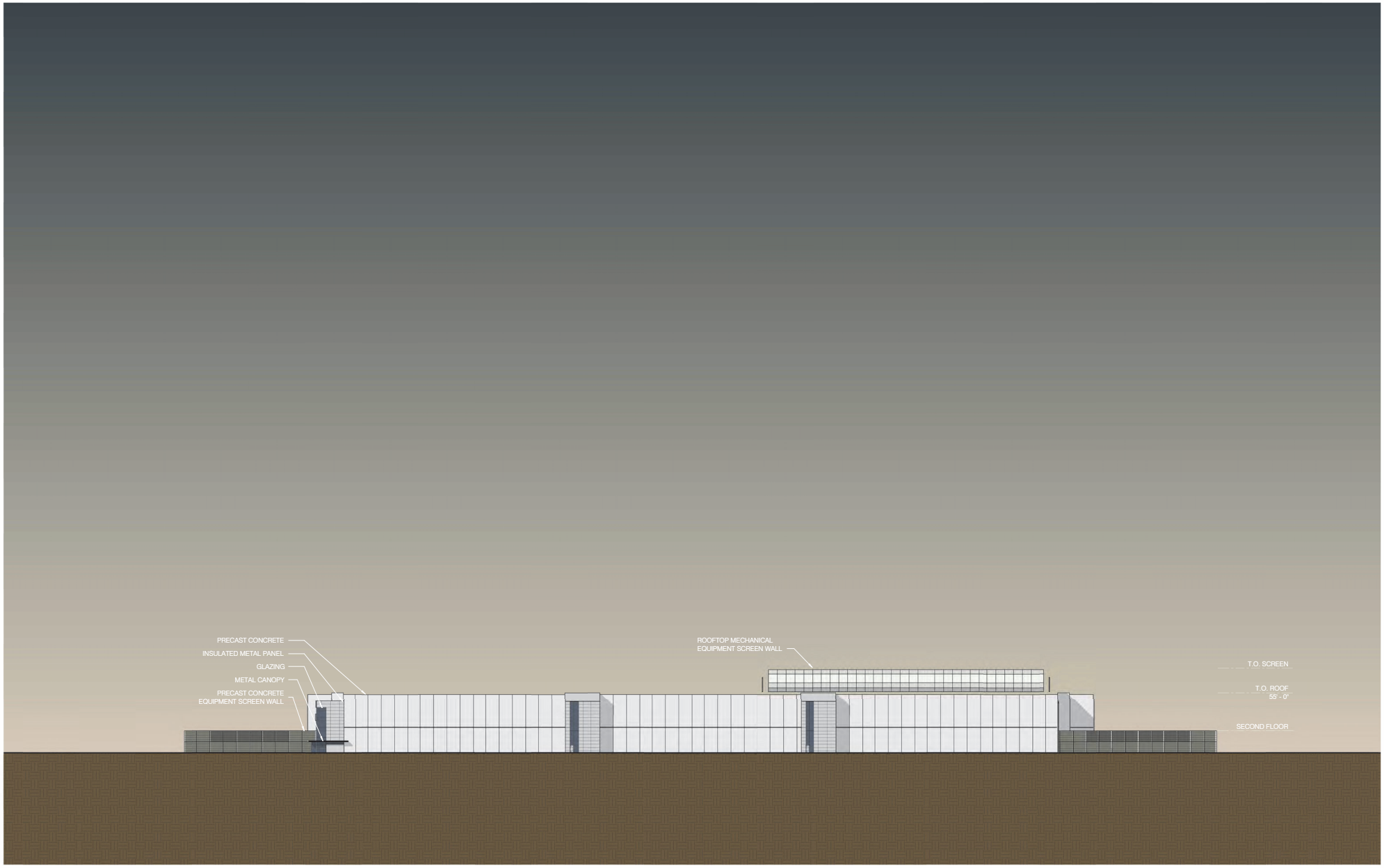
A-2

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

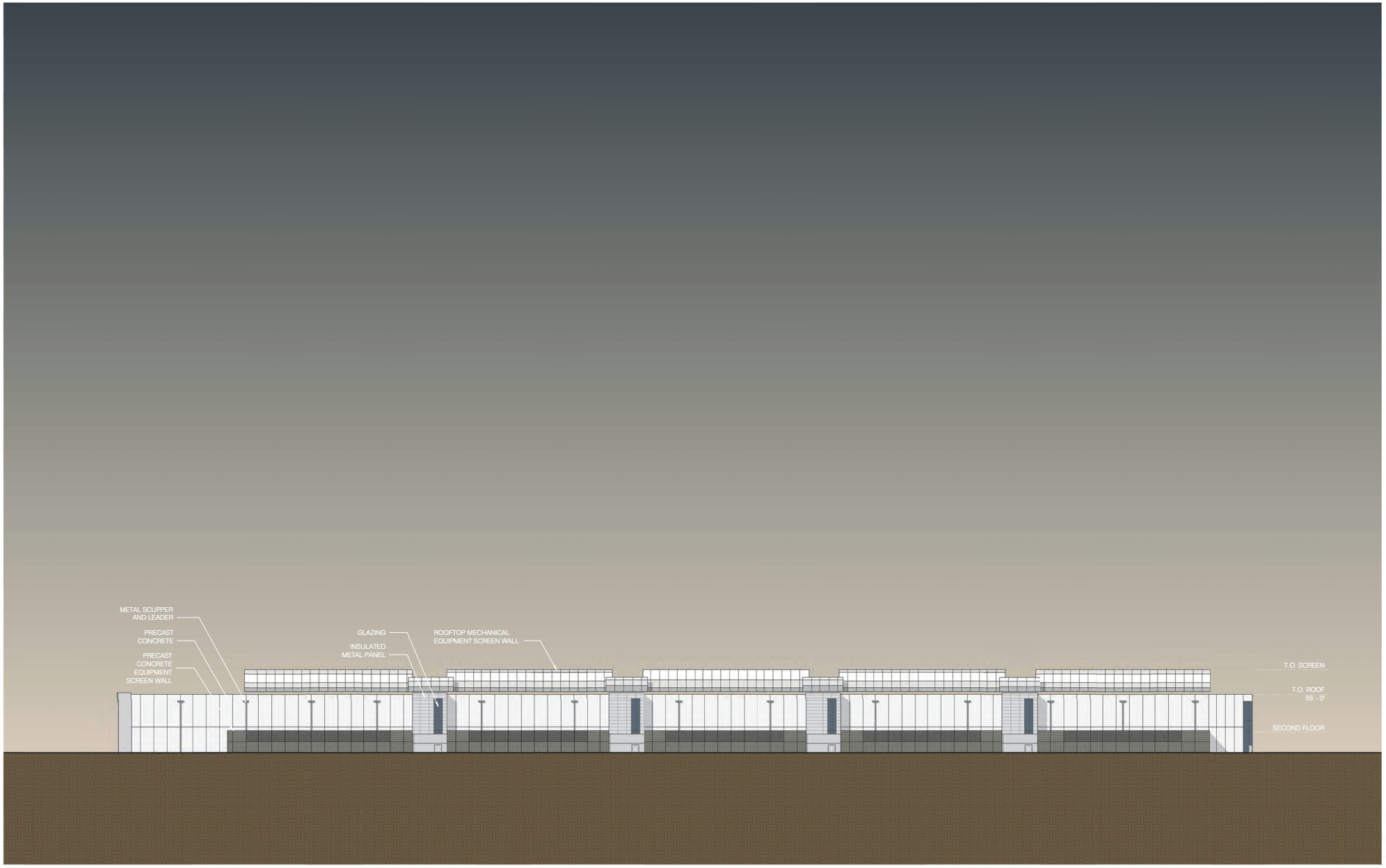
EXTERNAL FACING

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

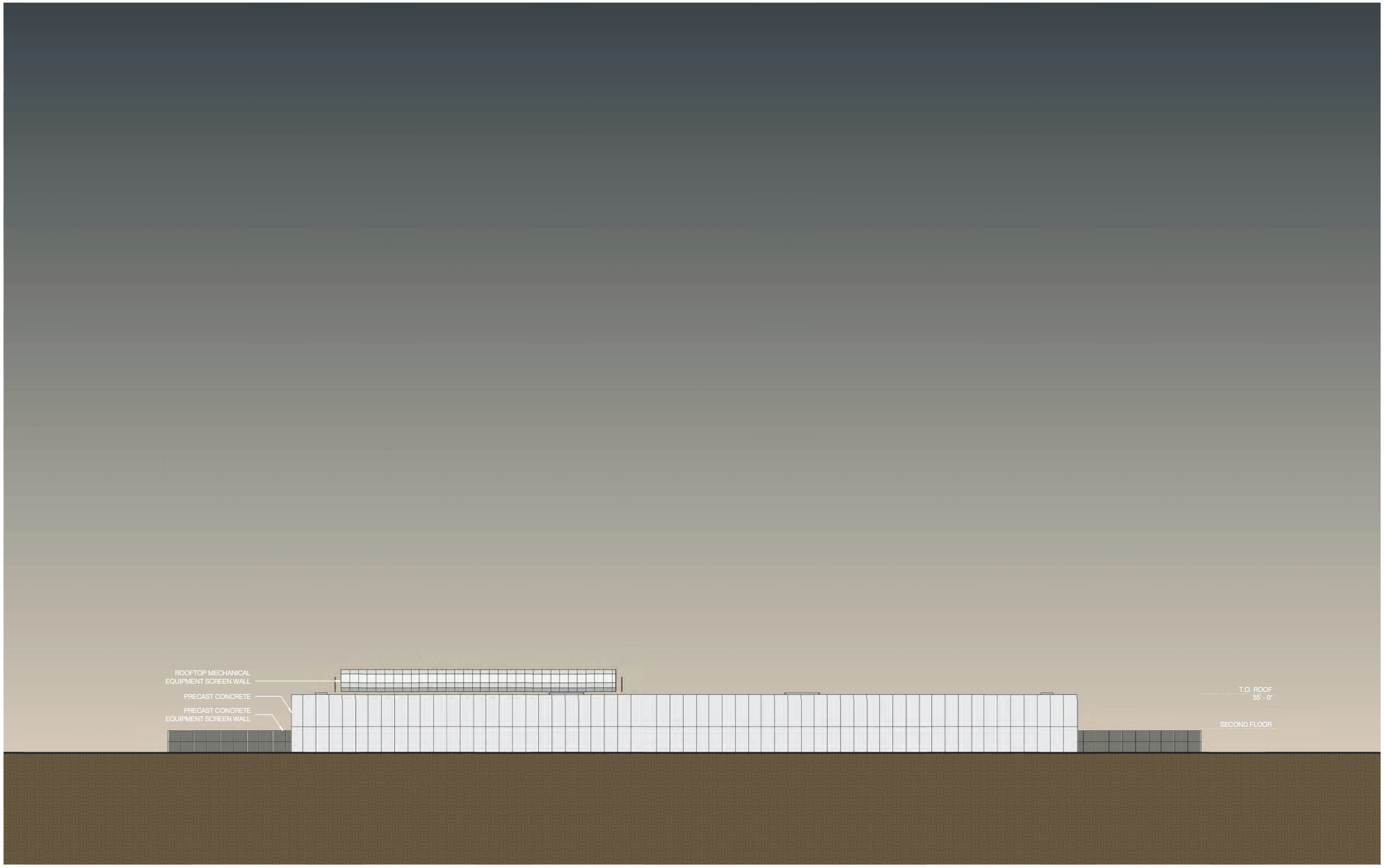
INTERNAL FACING

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

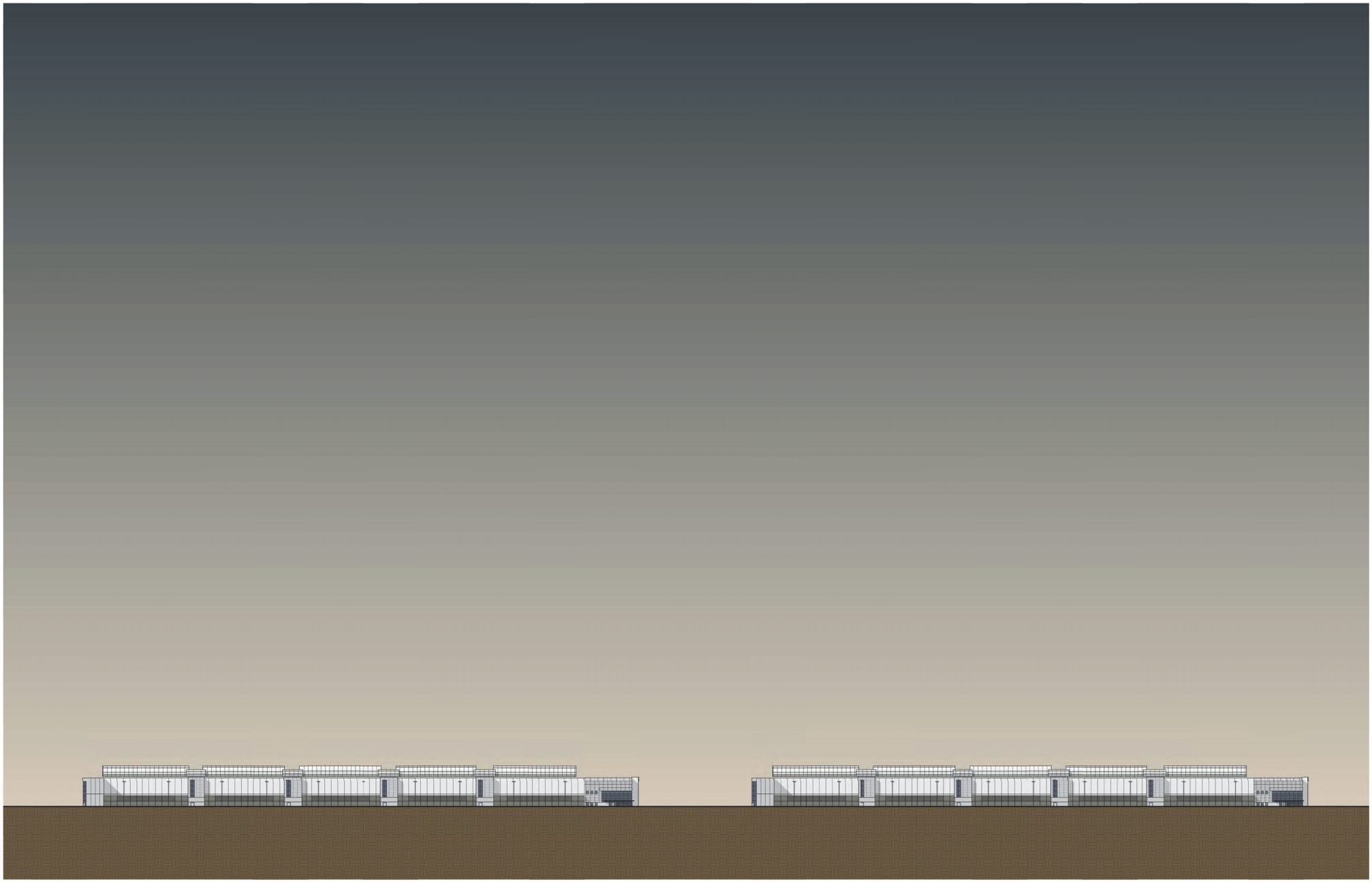
INTERNAL FACING

BURNS McDONNELL

Marquiles Hoelzli Architecture

09/30/25

PRELIMINARY - NOT FOR CONSTRUCTION



PROJECT CARDINAL

A-6

PIONEER DEVELOPMENT

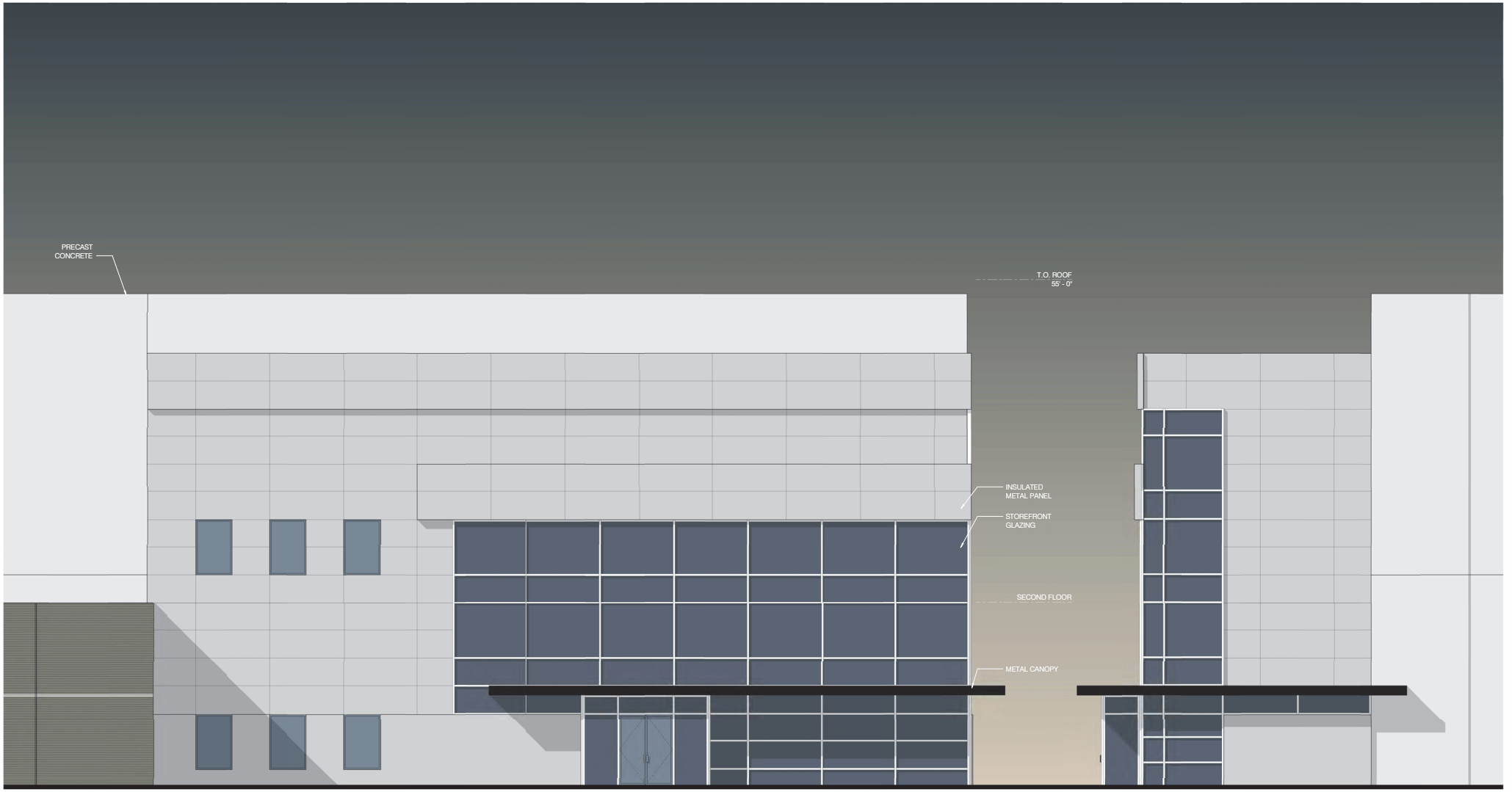
SOUTH ELEVATIONS

BURNS McDONNELL

Marqulies Hoelzli Architecture

PRELIMINARY - NOT FOR CONSTRUCTION

09/30/25



09/30/25

PRELIMINARY - NOT FOR CONSTRUCTION

PROJECT CARDINAL

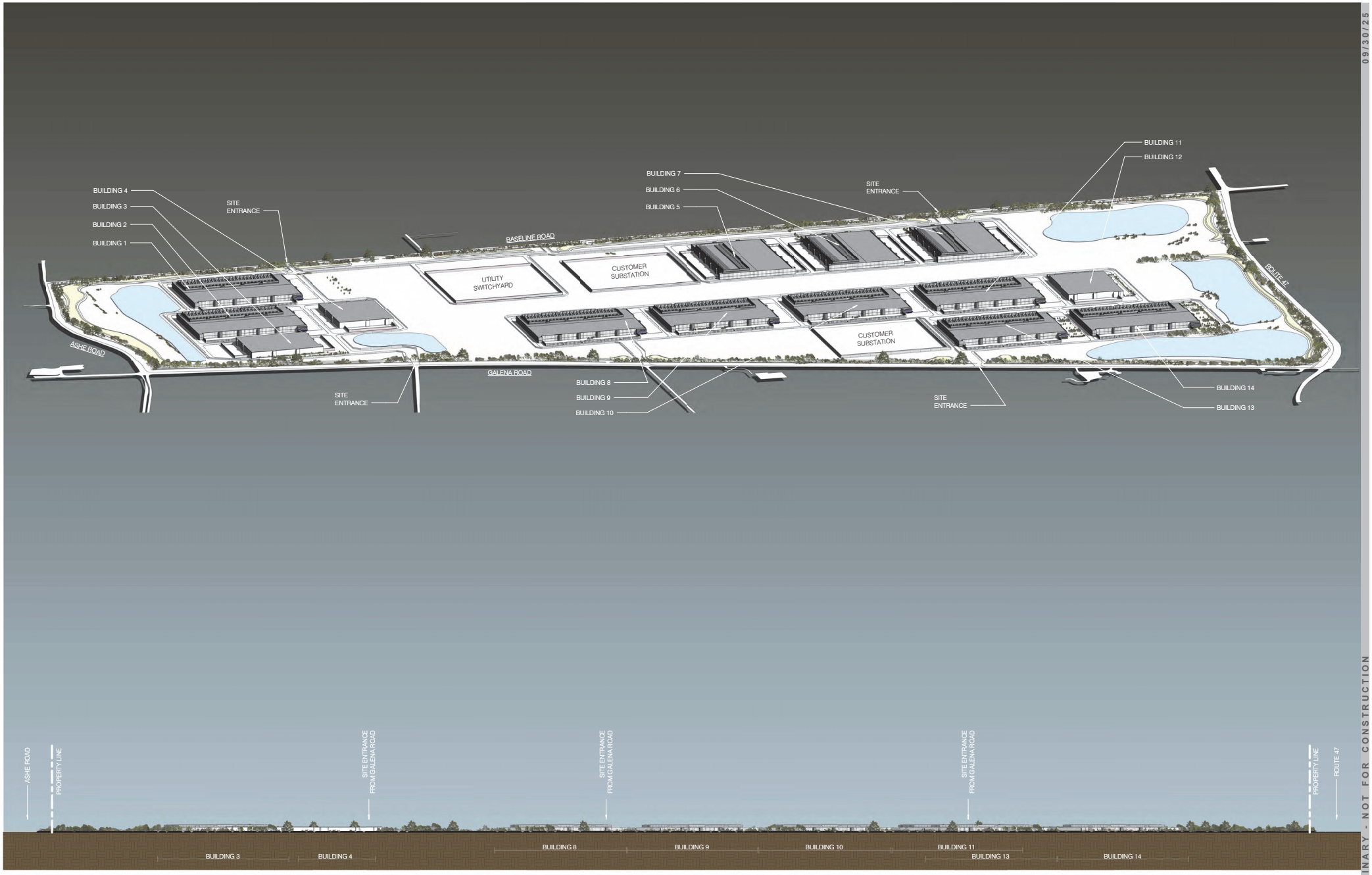
A-7

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

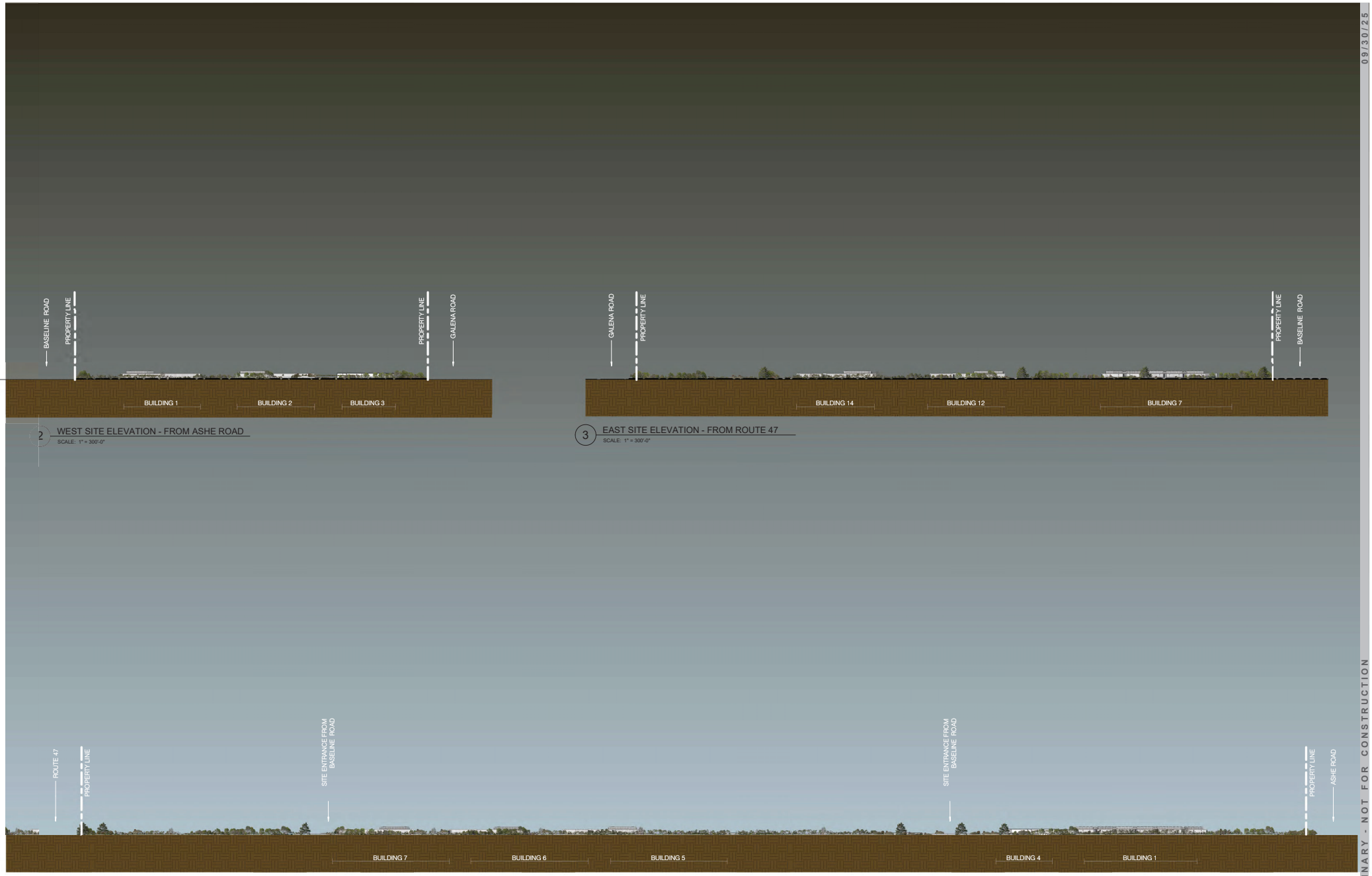
A-8

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

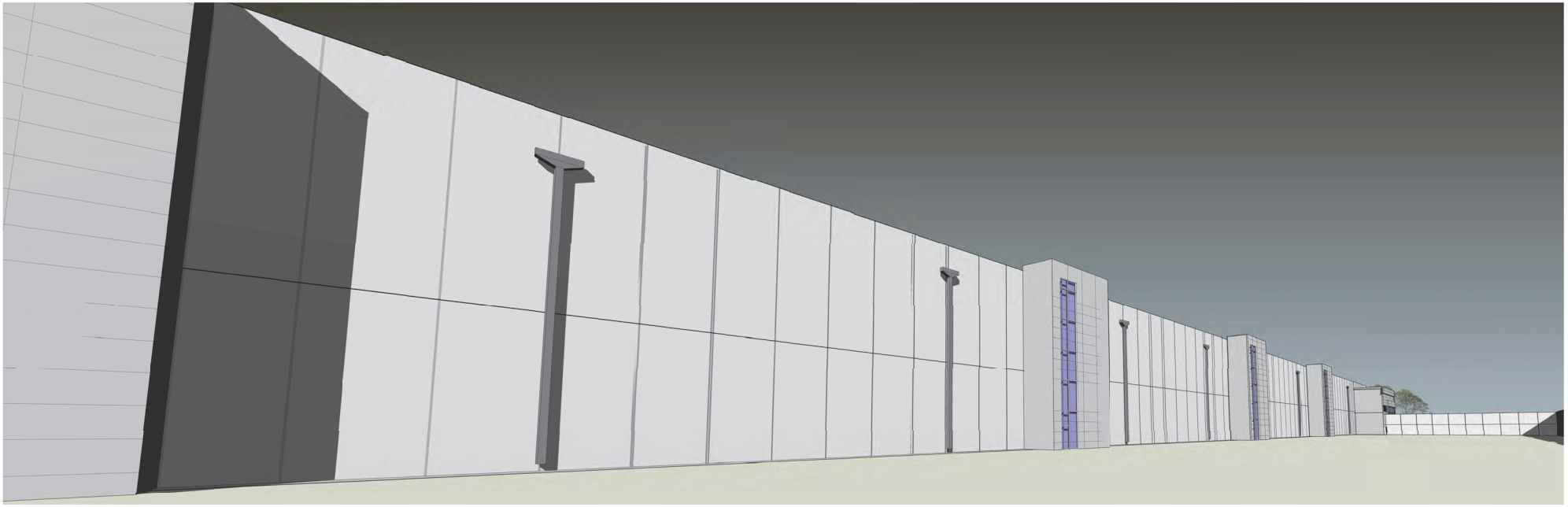
A-9

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

July 9, 2025

Project Cardinal - Design Team
Pioneer Development

Re: Project Cardinal Preliminary Sound Study

Burns & McDonnell was retained by Pioneer Development ("Pioneer") to conduct a preliminary sound study (the "Study") for the proposed Project Cardinal Data Center Development (the "Project"). The objective of the Study was to estimate future noise impacts from operational equipment at the Project's property boundaries.

The Project is proposed to be located in Yorkville, Illinois. The current site plan is presented in Figure 1 and includes fourteen (14) two-story data center buildings. The design includes eleven (11) large (~680,600 square foot) buildings and three (3) smaller (~390,000 square foot) buildings. The large buildings were modeled with 108 rooftop chillers and 80 auxiliary generators at ground level. The smaller buildings include 54 rooftop chillers and 40 auxiliary generators. The buildings, barriers, layout, and equipment counts were provided by Pioneer for the current design. However, this design is preliminary and would likely evolve throughout the detailed design stages of the Project. This analysis included predictive modeling to estimate Project-generated sound levels in the surrounding community for two operational scenarios. A comparison to the local sound level limits was performed at the Project boundaries. Sound level impacts at the nearest noise sensitive receptors would be expected to be lower as Project-generated sound would attenuate as it moves offsite.

Acoustic Terminology

The term "sound level" is often used to describe two different sound characteristics: sound power and sound pressure. Every source that produces sound has a sound power level (PWL). The PWL is the acoustical energy emitted by a sound source and is an absolute number that is not affected by the surrounding environment. The acoustical energy produced by a source propagates through media as pressure fluctuations. These pressure fluctuations, also called sound pressure levels (SPL), are what human ears hear and microphones measure.

Sound is physically characterized by amplitude and frequency. The amplitude of sound is measured in decibels (dB) as the logarithmic ratio of a sound pressure to a reference sound pressure (20 micropascals). The reference sound pressure corresponds to the typical threshold of human hearing. To the average listener, a 3-dB change in a continuous broadband sound is generally considered "just barely perceptible"; a 5-dB change is generally considered "clearly noticeable"; and a 10-dB change is generally considered a doubling (or halving, if the sound is decreasing) of the apparent loudness.

Sound waves can occur at many different wavelengths, also known as the frequency. Frequency is measured in hertz (Hz) and is the number of wave cycles per second that occur. The typical human ear can hear frequencies ranging from approximately 20 to 20,000 Hz. Normally, the human ear is most sensitive to sounds in the middle frequencies (1,000 to 8,000 Hz) and is less sensitive to sounds in the lower and higher frequencies. As such, the A-weighting scale was developed to simulate the frequency response of the human ear to sounds at typical environmental levels. The A-weighting scale emphasizes sounds in the middle frequencies and de-emphasizes sounds in the low and high frequencies. Any sound level to which the A-weighting scale has been applied is expressed in A-weighted decibels, or dBA.

Sound in the environment is constantly fluctuating, as when a car drives by, a dog barks, or a plane passes overhead. Therefore, sound metrics have been developed to quantify fluctuating environmental sound levels. These metrics include the exceedance sound level. The exceedance sound level is the sound level exceeded during "x" percent of the sampling period and is also referred to as a statistical sound level. Common exceedance sound level values are the 10-, 50-,90-percentile exceedance sound levels, denoted by L_{10}, L_{50}, and L_{90}. The equivalent-continuous sound level (L_{eq}) is the logarithmic average (i.e., energy

average) of the varying sound over a given time period and is the most common metric used to describe sound. The L_{90} is typically considered the "background" sound level since it excludes many short, intermittent sounds and captures the sound levels experienced most of the time (i.e., sound levels 90 percent of the time).

City of Yorkville Noise Ordinance

The Code of Ordinances of Yorkville, Illinois Title IV, Chapter 4 limits noise levels from the Project. The ordinance states, "No person shall operate or cause to be operated any source of sound in such a manner as to create a sound level which exceeds the sound level limits in table 1 of this section, as adjusted according to table 2 of this section." Table 1 is reproduced below.

Table 1: Sound Level Limits

Time of Day	Receiving Property Land Use		
	Residential	Commercial	Public Parks and Other Public Open Spaces
Daytime (7:00 a.m. - 10:00 p.m.)	60 dBA	67 dBA	67 dBA
Nighttime (10:00 p.m. - 7:00 a.m.)	50 dBA	67 dBA	67 dBA

Table 2 of the ordinance provides adjustments for varying durations of noise within a given hour as well as penalties to apply for noise of an impulsive character or tonal. The specific equipment manufacturers and models for the Project have not been selected at this time. The type of equipment that generates noise as part of the Project (chillers and emergency generators) does not operate in an impulsive manner and the equipment can be specified and procured to not emit prominent discrete tones or tonal noise. Provided the developer of the Project selects non-tonal equipment for operations, the continuous noise generated by the Project would be limited to 60 dBA during the day and 50 dBA during the night at residential receptors. The City of Yorkville ordinance includes an exemption for "emergency short term operations." The City of Yorkville has confirmed that the operation of the emergency generators during a full blackout would be exempt from the noise limits according to the exemption.

Design goals have been developed for the Project boundary based on the City of Yorkville ordinance. For normal operation, which could generate noise at any time of the day, the design goal is 50 dBA at the receiving residential property boundaries to meet the nighttime sound level limits. For generator testing, which occurs during daytime hours, the design goal is 60 dBA to meet daytime limits when maintenance generator testing would occur.

Ambient Measurements

Variations in noise environments are typically due to existing land uses, population density, and proximity to transportation corridors. Elevated existing ambient sound levels in the region occur near major transportation corridors such as interstate highways and in areas with higher population densities. Principal contributors to the existing noise environment likely include motor vehicle traffic on local roadways, typical agricultural noise sources, and natural sounds such as birds, insects, and leaf or vegetation rustle during elevated wind conditions. Diurnal effects result in sound levels that are typically quieter during the night than during the daytime, except during periods when evening and nighttime insect noise dominates in warmer seasons.

Burns & McDonnell personnel conducted sound level measurements to establish the existing background sound levels in the area surrounding the Project site. Sound levels were measured using Larson Davis Model 821 sound level meters with associated preamplifiers and ½-inch free-field precision microphones meeting American National Standards Institute (ANSI) S1.4 Type 1 specifications. One-half inch random-incidence microphones were used on the meters. All measurement and field

calibration equipment were certified by a traceable laboratory within 12 months prior to the measurement. Field calibration confirmations were performed before and after the long-term measurements and before and after each set of short-term measurements. The meter and calibrator were checked within a year prior of the measurements to verify compliance with the U.S. National Institute of Standards and Technology specifications. The calibration drift was within tolerance over the duration of the measurement survey.

The sound survey protocol was developed based on procedures outlined in the ANSI 12.9 Quantities and Procedures for Description and Measurement of Environmental Sound standard. Continuous sound level measurements were collected near the boundaries of the proposed Project in the four cardinal directions. The meters were placed in the directions of the nearest residential receivers, set back from the roadways the appropriate distance per the standard. The survey was undertaken continuously from June 17 to 18, 2025, during daytime and nighttime hours. Weather data was reviewed from a nearby weather station (Weather Station ID: KILYORKV81). Average wind speeds were within ANSI guidance and the only recorded precipitation recorded during the measurement period was at the very end of the measurement at 1:00 p.m. on June 18th. The measurement locations are provided in Figure 2 of Attachment 1. A summary of the ambient measurements is provided in Table 2 below and hourly average sound levels are provided in Attachment 2.

Table 2: Continuous Sound Leve Monitoring Summary

Measurement Location	Time of Day	L_{eq} (dBA)	L_{90} (dBA)
MP1	Daytime	69	52
	Nighttime	67	40
MP2	Daytime	61	44
	Nighttime	59	39
MP3	Daytime	69	48
	Nighttime	67	40
MP4	Daytime	59	37
	Nighttime	57	37

Sound levels in the Project area were variable; the major noise sources across the Project area included local traffic (passenger cars and large trucks) and typical sounds of nature (insects and bird calls). Transient noise levels were greater along local traffic thorough fairs (Highway 47 and Galena Road). Sound levels are provided in both L_{eq} and L_{90} to represent the background ambient sound levels for the Project. The L_{90} sound levels exclude the majority of the instantaneous and intermittent noise from occasional traffic. L_{90} is generally used to represent the typical background noise for a given area.

Sound Modeling Methodology

Sound modeling was performed using the industry-accepted sound modeling software Computer Aided Noise Abatement (CadnaA), version 2025. The software is a scaled, three-dimensional program that takes into account air absorption, terrain, ground absorption, reflections and shielding for each piece of sound-emitting equipment and predicts sound pressure levels. The model calculates sound propagation based on International Organization of Standardization (ISO) 9613-2:2024, General Method of Calculation. ISO 9613-2 assesses the sound level propagation based on the octave band center-frequency range.

The ISO standard considers sound propagation and directivity. The software calculates sound propagation using omnidirectional, downwind sound propagation and worst-case directivity factors. In other words, the model assumes that each piece of equipment propagates its worst-case sound levels in all directions at all times. Empirical studies accepted within the

industry have demonstrated that modeling may over-predict sound levels in certain directions, and as a result, modeling results generally are considered a conservative measure of a project's actual sound level. The modeled atmospheric conditions were assumed to be calm, and the temperature and relative humidity were left at the program's default values. Reflections and shielding were considered for sound waves encountering physical structures.

Project Sound Sources

The sound level design goal is applicable at the Project property line and the most impacted locations were identified surrounding the Project. Project sound sources were modeled in the locations shown in Figure 1 of Attachment 1. A summary of the modeling assumptions for each piece of equipment is provided in Table 3.

Table 3: Predictive Modeling Sound Level Inputs

Source	Number of Sources	Modeled Equipment Sound Level Assumption[a]
Chillers (Low-Noise)	1,350	L_w = 91 dBA
Emergency Generators	1,000	L_p = 65 dBA at 50 feet
Substation Transformer (Low Noise)	17	L_w = 89 dBA

(a) L_w = sound power level; L_p = sound pressure level; dBA = A-weighted decibels, NEMA = National Electrical Manufacturers Association

Chillers

Each chiller was estimated to have an overall sound power level of 91 dBA. This would likely be a low-noise option, or a model which may include mitigation in detailed design. The manufacture and model type for the chillers have not been selected at this time. To determine if a chiller for this data center could meet an overall sound power level of 91 dBA, Burns & McDonnell started with a common air-cooled chiller used in these applications, the York YVFA with 390-ton cooling capacity. The York unit is provided with an operating sound power level between 97 dBA (75% load) and 100 dBA (100% load). The units would likely operate at significantly quieter sound levels during nighttime hours, but due to the preliminary nature of this design, the load level during nighttime hours is unknow. The unit's octave band sound levels, show that the unit operates as a broadband source and does not operate in a tonal nature. To get down to a 91 dBA sound power level, additional mitigation would be required for these units. Chiller add-on mitigation would need to provide 6-9 dBA reductions to meet the design goal and can typically be supplied for these units through a supplier like BRD Hush Core. Some of their common add on mitigation options are listed below.

1. Standard (2-5 dBA reduction)
   a. Treatment of the compressor circuits for chillers . HUSH COVERS are used for the compressor housing, suction and discharge piping and oil separator vessels.
2. Unitary (4-6 dBA reduction)
   a. The Unitary System is a top mounted, unit supported plenum style acoustically insulated stack constructed using HUSH GUARD™ sound panels.
3. Louver (5-7 dBA reduction)
   a. The Louver System uses high performance type HUSH DUCT silencers up to 36" deep for direct bolting to the chiller cabinet/frame.
4. Summit (9-15 dBA reduction)
   a. The Summit System for air-cooled chillers is a high-performance source-applied treatment of the chiller's intakes and discharge fans using Hush Guard panels and Hush Duct Silencers.

During detailed design, nighttime cooling loads would be considered, and this level of noise mitigation may not be required. The standard offering of sound level reductions are shown above to confirm that mitigated chillers could reasonably get down to the levels specified in Table 3. Other chiller mitigation options include using a different chiller, sound walls, and relocation of the chiller equipment. Having the chillers on top of the building puts the chillers further away from the property boundaries and reduces the potential for offsite noise impacts.

Emergency Generators

Each emergency generator was estimated to have an overall sound power level of 105 dBA (sound pressure level of 65 dBA at 50 feet). The generators were modeled inclusive of both the generator enclosure and exhaust stack.

Substation Transformers

The Project is expected to include seventeen (17) 167-megavolt-ampere (MVA) substation transformers. According to National Electrical Manufacturers Association (NEMA) TR-1, the 167-MVA transformers would have a standard sound pressure level of 75 dBA, measured in accordance with the Institute of Electrical and Electronics Engineers (IEEE) Standard C57.12.90. The IEEE Standard requires sound level measurements to be averaged around the unit, measured at distances of 1 foot from the tank of the transformer and 6 feet from fan cooled surfaces. Based on typical transformer sizes the sound power level is expected to be around 95 dBA. In order to meet the City sound level limits at the property lines low-noise transformers would need to be specified to not exceed 89 dBA sound power level. The 89 dBA sound power level transformers were included in the predictive model.

Operational Scenario Assumptions

The model was evaluated for two operational scenarios: Normal Operation and Generator Testing. Normal Operation represents the condition where all campus chillers are at 100% load without the use of generators. Generator Testing represents the condition where all campus chillers are at 100% load and two generators per data center building are being tested at 100% load. Emergency operations would represent a condition during an emergency situation where all equipment is operation and running at 100% load. The emergency operation scenario was not modeled because it is not considered “normal conditions” and the City of Yorkville confirmed the emergency scenario is exempt from the limits. A summary of each modeled scenario is provided in Table 4.

Table 4: Summary of Operating Scenarios

Operating Scenario	Normal Operation	Generator Testing	Emergency Operation
Design Goal	50 dBA at property lines	60 dBA at property lines	--
Equipment in Operation for Each Scenario			
Chiller	All On at 100% Load	All On at 100% Load	All On at 100% Load
Generators	All Off	2 per Building at 100% Load	All On at 100% Load
Transformers	All On	All On	All Off

Sound Modeling Results

The Project equipment was modeled using the provided sound level assumptions for Normal Operation and Generator Testing scenarios. A tabulated summary of the most impacted property line location is provided in Table 5.

Table 5: Modeled Project Sound Levels at Property Lines

Receiver	Modeled Sound Level (dBA)	
	Normal Operation	Generator Testing
Boundary NW	48	49
Boundary N	50	50
Boundary NE	50	50
Boundary E	49	49
Boundary SE	50	50
Boundary SW	49	49
Boundary NW	48	49

The most impacted property line receivers were modeled to be below the design goals during Normal Operation and Generator Testing. Sound level contours were generated for the two operating scenarios, in 5-dBA increments, at a height 5 feet above grade as shown in Figure 3 and Figure 4 of Attachment 1.

Conclusion

Burns & McDonnell provided an acoustic analysis for the proposed Project Cardinal data center based on representative equipment sound levels and the site plan provided. The modeling results show that the Project design can feasibly meet the City of Yorkville sound level limits using low-noise chillers. Placing the chillers on top of the buildings puts the units farther from the Project property boundaries, which is used to help reduce noise offsite. Specifying non-tonal chillers when purchased will allow the Project to not emit prominent discrete tones offsite and would not require a 10-dBA penalty be applied to the limits.

Sincerely,

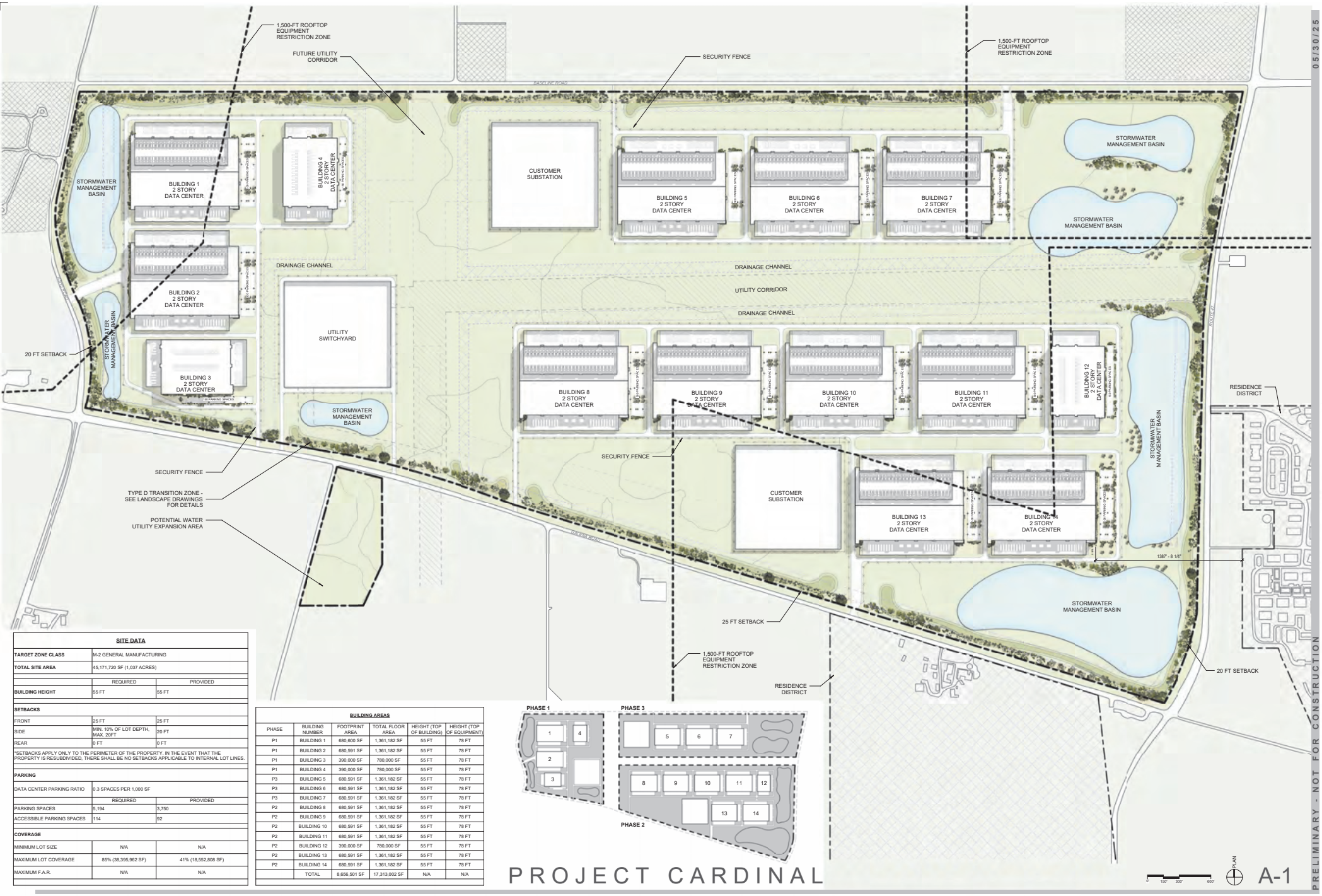
Burns & McDonnell

Gabriel Weger
Section Manager – Acoustics

Attachments

Attachment 1 – Figures
Attachment 2 – Measurement Data

Attachment 1 – Figures



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

PIONEER DEVELOPMENT

FIGURE 1 - SITE PLAN

BURNS McDONNELL · MH Marquies Hoelzli Architecture · O2

LEGEND

Project Area

Project Structures

Measurement Points

Barriers

REFERENCE

0 0.15 0.3

MILES

0 0.15 0.3

KILOMETERS

N

Figure 2
Monitoring Locations

LOCATION:	Yorkville, Illinois
PROJECT:	Pioneer Development - Project Cardinal
PROJ. NO.:	182671
CREATED:	06/27/2025

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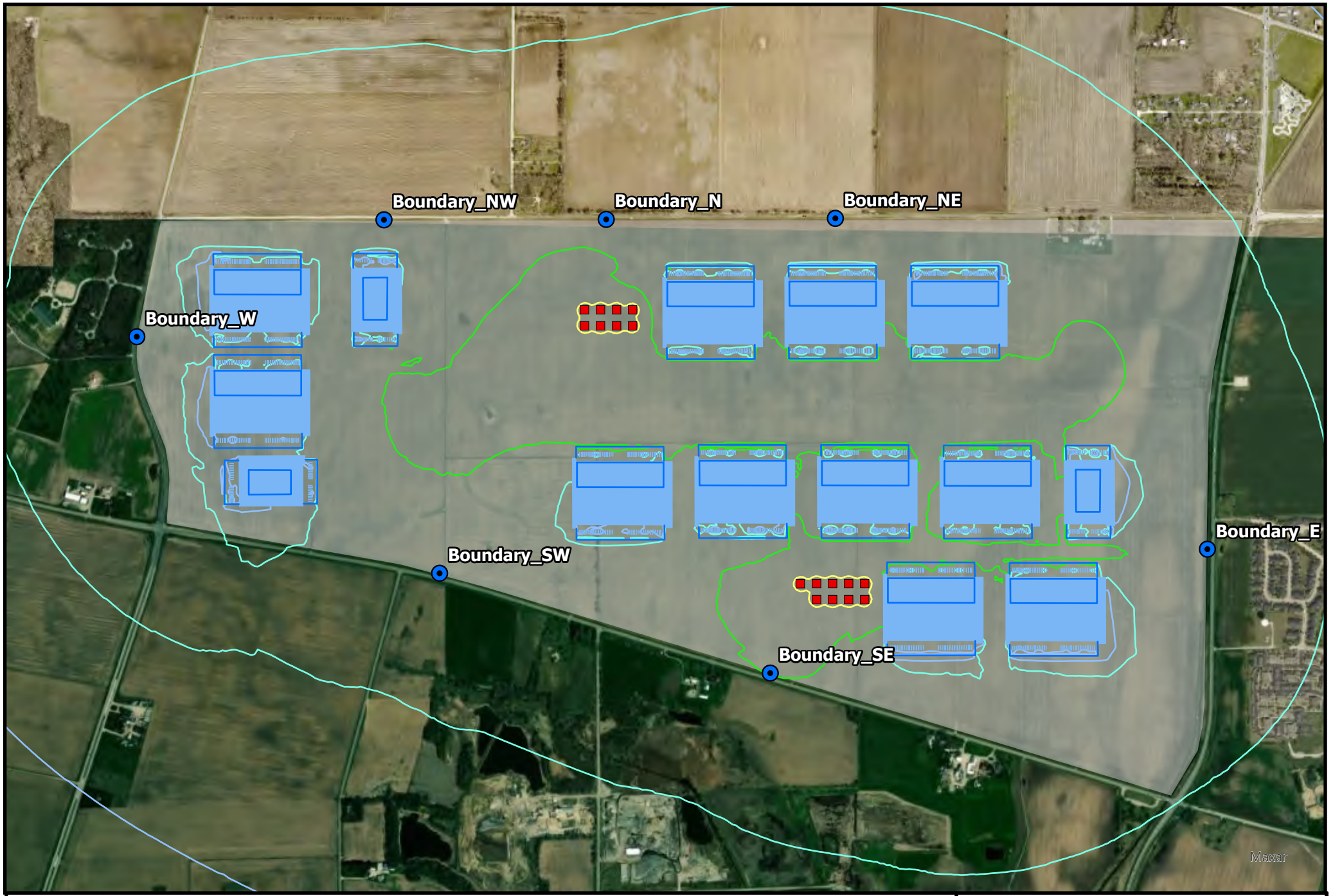

LEGEND

- Project Area
- Project Structures
- Barriers
- 40 dBA
- 45 dBA
- 50 dBA
- 55 dBA
- 60 dBA
- 65 dBA
- Receptors
- Transformers

REFERENCE

0 0.15 0.3
MILES

0 0.15 0.3
KILOMETERS

N

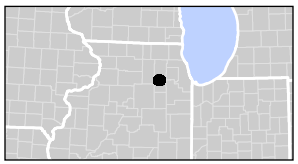

Figure 3
Operational Sound Level Contours (dBA)

LOCATION:	Yorkville, Illinois
PROJECT:	Pioneer Development - Project Cardinal
PROJ. NO.:	182671
CREATED:	07/09/2025

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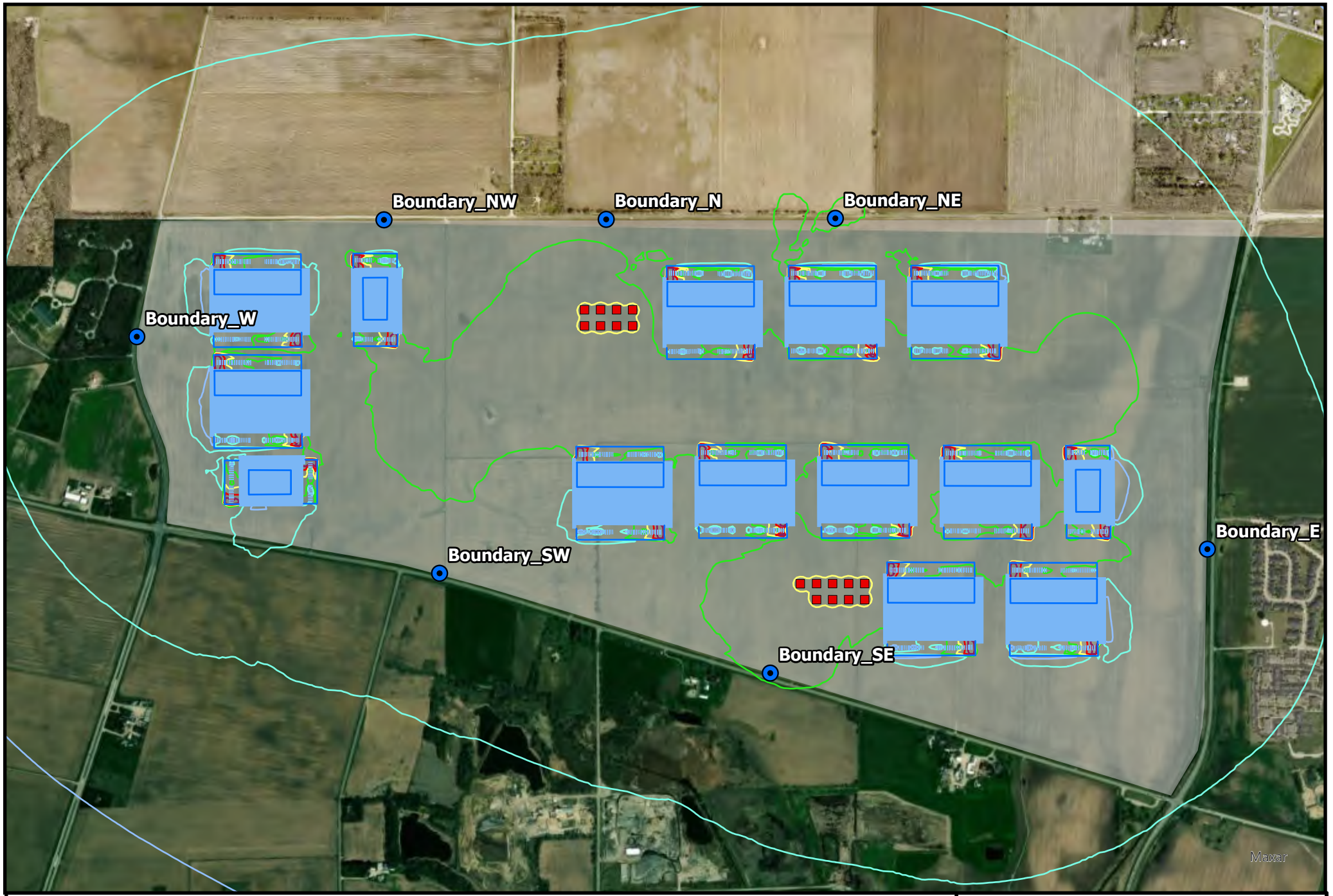

LEGEND

- Project Area
- Project Structures
- Barriers
- 40 dBA
- 45 dBA
- 50 dBA
- 55 dBA
- 60 dBA
- 65 dBA
- Receptors
- Transformers

REFERENCE

0 0.15 0.3
MILES

0 0.15 0.3
KILOMETERS

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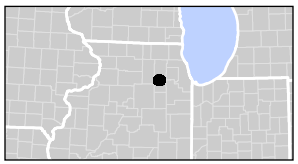

Figure 4
Maintenance Sound Level Contours (dBA)

LOCATION:	Yorkville, Illinois
PROJECT:	Pioneer Development - Project Cardinal
PROJ. NO.:	182671
CREATED:	07/09/2025

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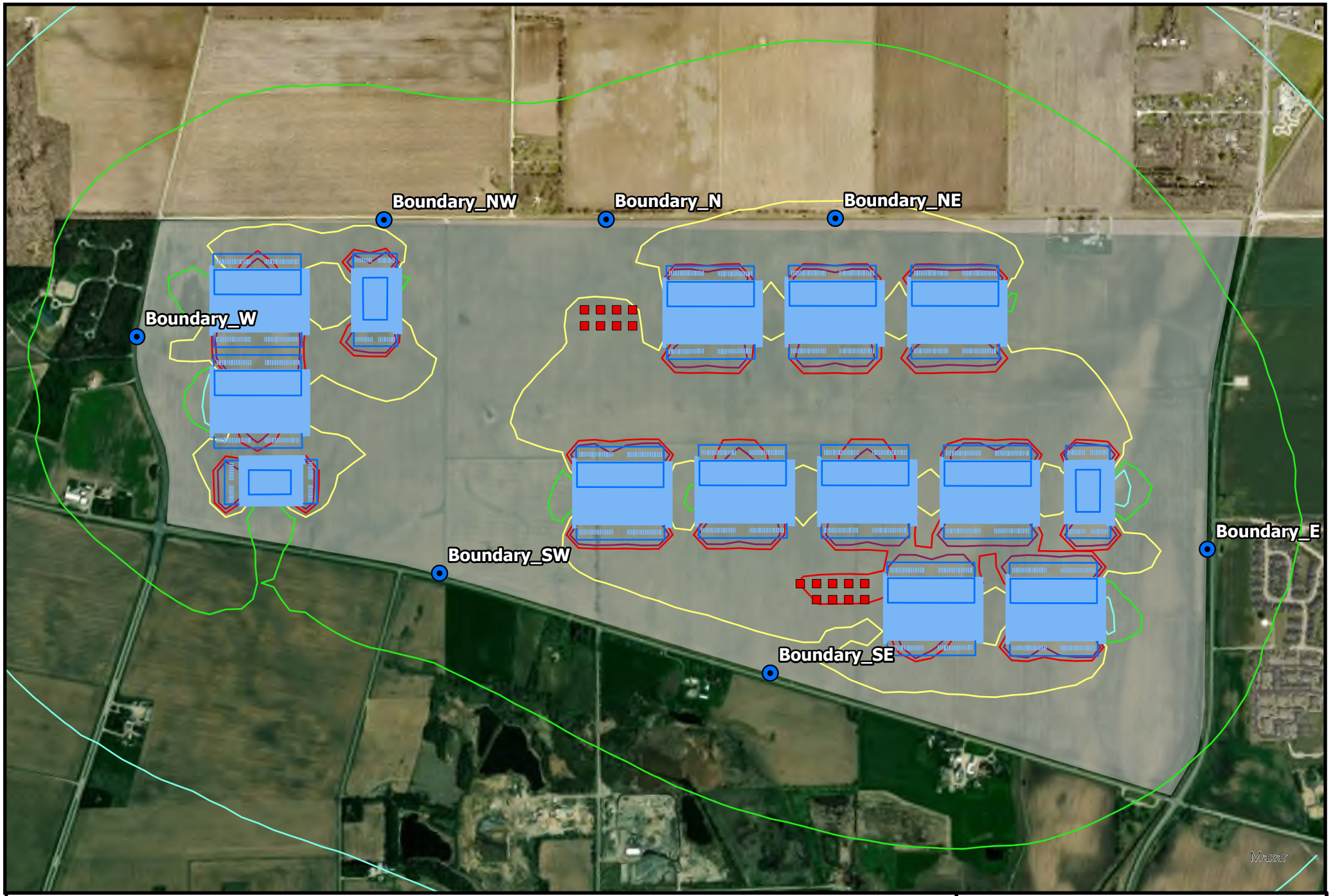

LEGEND

- Project Area
- Project Structures
- Barriers
- 40 dBA
- 45 dBA
- 50 dBA
- 55 dBA
- 60 dBA
- 65 dBA
- Receptors
- Transformers

REFERENCE

0 0.15 0.3
MILES

0 0.15 0.3
KILOMETERS

N

Figure 5
Emergency Sound Level Contours (dBA)

LOCATION:	Yorkville, Illinois
PROJECT:	Pioneer Development - Project Cardinal
PROJ. NO.:	182671
CREATED:	09/03/2025

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Attachment 2 – Measurement Data

Table 1 - Hourly Average Sound Levels - MP01

Time	MP01 [dBA]			
	Leq	L10	L50	L90
6/17/25 11:00 AM	70	73	65	54
6/17/25 12:00 PM	69	73	65	55
6/17/25 1:00 PM	69	73	65	53
6/17/25 2:00 PM	68	72	65	50
6/17/25 3:00 PM	69	72	65	54
6/17/25 4:00 PM	69	71	65	55
6/17/25 5:00 PM	68	71	65	54
6/17/25 6:00 PM	67	71	65	52
6/17/25 7:00 PM	66	69	61	48
6/17/25 8:00 PM	65	68	59	47
6/17/25 9:00 PM	67	68	58	46
6/17/25 10:00 PM	66	71	58	45
6/17/25 11:00 PM	64	66	48	38
6/18/25 12:00 AM	63	63	45	35
6/18/25 1:00 AM	60	60	40	32
6/18/25 2:00 AM	63	62	43	33
6/18/25 3:00 AM	66	66	49	40
6/18/25 4:00 AM	66	69	53	42
6/18/25 5:00 AM	70	73	63	48
6/18/25 6:00 AM	70	74	66	51
6/18/25 7:00 AM	70	73	66	52
6/18/25 8:00 AM	69	73	65	52
6/18/25 9:00 AM	70	74	65	53
6/18/25 10:00 AM	70	74	65	50
6/18/25 11:00 AM	71	75	67	54
6/18/25 12:00 PM	70	73	65	51
6/18/25 1:00 PM	65	76	69	56
Average Daytime:	69	72	64	52
Average Nighttime:	67	67	52	40

**Note: The average Leq daytime and nighttime sound levels shown are the logarithmic energy average of the 1-hour sound levels measured. The L10, L50, and L90 are the arithmetic averages of the 1-hour values*

Table 2 - Hourly Average Sound Levels - MP02

Time	MP02 [dBA]			
	Leq	L10	L50	L90
6/17/25 12:00 PM	61	73	55	47
6/17/25 1:00 PM	61	73	54	46
6/17/25 2:00 PM	62	73	53	44
6/17/25 3:00 PM	60	72	53	45
6/17/25 4:00 PM	59	72	55	45
6/17/25 5:00 PM	59	71	54	43
6/17/25 6:00 PM	58	71	52	39
6/17/25 7:00 PM	65	71	49	37
6/17/25 8:00 PM	57	69	50	39
6/17/25 9:00 PM	60	68	52	42
6/17/25 10:00 PM	60	68	51	41
6/17/25 11:00 PM	56	71	48	38
6/18/25 12:00 AM	54	66	41	36
6/18/25 1:00 AM	53	63	39	35
6/18/25 2:00 AM	54	60	41	35
6/18/25 3:00 AM	57	62	44	39
6/18/25 4:00 AM	60	66	48	42
6/18/25 5:00 AM	62	69	54	45
6/18/25 6:00 AM	61	73	54	44
6/18/25 7:00 AM	61	74	53	44
6/18/25 8:00 AM	61	73	54	44
6/18/25 9:00 AM	60	73	53	44
6/18/25 10:00 AM	61	74	53	43
6/18/25 11:00 AM	62	74	56	47
6/18/25 12:00 PM	60	75	53	41
6/18/25 1:00 PM	61	73	59	54
Average Daytime:	61	72	53	44
Average Nighttime:	59	66	46	39

**Note: The average Leq daytime and nighttime sound levels shown are the logarithmic energy average of the 1-hour sound levels measured. The L10, L50, and L90 are the arithmetic averages of the 1-hour values*

Table 3 - Hourly Average Sound Levels - MP03

Time	MP03 [dBA]			
	Leq	L10	L50	L90
6/17/25 12:00 PM	68	72	56	43
6/17/25 1:00 PM	68	72	56	44
6/17/25 2:00 PM	69	73	60	46
6/17/25 3:00 PM	70	74	66	51
6/17/25 4:00 PM	70	74	67	54
6/17/25 5:00 PM	71	74	66	53
6/17/25 6:00 PM	68	73	61	49
6/17/25 7:00 PM	67	72	57	46
6/17/25 8:00 PM	66	71	56	45
6/17/25 9:00 PM	66	70	56	42
6/17/25 10:00 PM	67	71	58	45
6/17/25 11:00 PM	64	66	50	42
6/18/25 12:00 AM	61	61	44	35
6/18/25 1:00 AM	61	59	41	35
6/18/25 2:00 AM	64	58	41	33
6/18/25 3:00 AM	61	60	44	37
6/18/25 4:00 AM	68	72	55	43
6/18/25 5:00 AM	71	75	61	49
6/18/25 6:00 AM	71	76	63	50
6/18/25 7:00 AM	71	75	63	50
6/18/25 8:00 AM	70	75	62	47
6/18/25 9:00 AM	69	74	58	46
6/18/25 10:00 AM	69	73	56	44
6/18/25 11:00 AM	71	75	61	48
6/18/25 12:00 PM	70	74	61	46
6/18/25 1:00 PM	72	78	65	56
Average Daytime:	69	73	60	48
Average Nighttime:	67	65	49	40

**Note: The average Leq daytime and nighttime sound levels shown are the logarithmic energy average of the 1-hour sound levels measured. The L10, L50, and L90 are the arithmetic averages of the 1-hour values*

Table 4 - Hourly Average Sound Levels - MP04

Time	MP04 [dBA]			
	Leq	L10	L50	L90
6/17/25 12:16 PM	57	59	47	39
6/17/25 1:00 PM	56	59	45	38
6/17/25 2:00 PM	55	60	44	37
6/17/25 3:00 PM	57	61	44	36
6/17/25 4:00 PM	56	61	43	36
6/17/25 5:00 PM	57	62	42	35
6/17/25 6:00 PM	56	61	41	33
6/17/25 7:00 PM	55	59	42	34
6/17/25 8:00 PM	55	60	45	33
6/17/25 9:00 PM	59	64	45	37
6/17/25 10:00 PM	63	69	46	38
6/17/25 11:00 PM	52	53	44	38
6/18/25 12:00 AM	50	50	38	33
6/18/25 1:00 AM	51	49	37	33
6/18/25 2:00 AM	55	46	40	35
6/18/25 3:00 AM	50	48	40	35
6/18/25 4:00 AM	55	56	43	39
6/18/25 5:00 AM	59	63	48	42
6/18/25 6:00 AM	60	64	48	41
6/18/25 7:00 AM	58	62	45	40
6/18/25 8:00 AM	58	62	45	39
6/18/25 9:00 AM	55	59	44	37
6/18/25 10:00 AM	56	60	42	36
6/18/25 11:00 AM	58	62	48	39
6/18/25 12:00 PM	57	62	46	33
6/18/25 1:00 PM	60	64	53	49
Average Daytime:	59	61	45	37
Average Nighttime:	57	54	42	37

**Note: The average Leq daytime and nighttime sound levels shown are the logarithmic energy average of the 1-hour sound levels measured. The L10, L50, and L90 are the arithmetic averages of the 1-hour values*

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 shall be ~~is~~ zoned M-2 General Manufacturing District upon annexation of the Subject Property to the City as provided in the Annexation Agreement. 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.

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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.

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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

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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

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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

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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~~ Utility 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~~ shall provide~~d~~ 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 dated _____ and incorporated herein by reference ~~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

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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

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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

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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

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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~~ G ("*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 Utility Agreement or Development ~~agreement~~ 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

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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

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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

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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.

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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

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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~~ five percent (~~10~~5%) increase in the square footage of the buildings;

   b. Any accessory structure or building, including rooftop mechanical equipment, ~~greater than~~which exceeds ~~100'~~ 78' 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;

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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 for any species by no more than 5%;

   b.

   ~~c. A 1:1 Landscape species changes;~~

   ~~d.~~c. An increase or decrease of percentage of approved building elevation materials by no more than 5%;

   ~~e.~~d. A change in fencing material;

   ~~f.~~e. 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.~~f. 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.**

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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.

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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 not become effective until such time as ~~as of the date of~~ the Developer~~'s, or~~ has acquired ~~Developer's assignee's, acquisition of~~ the Subject Property, annexed the Subject Property to the City and the Development Agreement and the Utility Agreement have been approved and executed by the City and the Developer. If, for any reason, the City and the Developer do not execute the Development Agreement, or the Utility Agreement or agree to the Covenants and Restrictions, the Developer agrees that it shall have no recourse against the City for any cost, claim, liability or inconvenience in connection with the Project or the Subject Property and agrees to immediately pay the City for any outstanding contractual obligations.

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.

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United City of Yorkville

Attest:

By: _____
Mayor

By: _____

Date: _____, 2025

Pioneer Development, LLC

By: _____

Date: _____, 2025

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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~~G- Initial Noise Study

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Ordinance No. 2025-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING AN ANNEXATION AGREEMENT FOR CERTAIN TERRITORY LOCATED AT THE SOUTHWEST CORNER OF BASELINE ROAD AND OF NORTH BRIDGE STREET (Project Cardinal)

WHEREAS, the United City of Yorkville, 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 contract purchaser, Pioneer Development, LLC and any electors, if applicable, ("*Pioneer*") will petition the City to annex approximately 305 acres legally described as Exhibit A attached hereto (the "*Property*"), and all adjacent roadways pursuant to Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8); and

WHEREAS, in furtherance of said petition, the City and Pioneer have negotiated an Annexation Agreement, in the form attached hereto and as of the date Pioneer becomes the title holder of record of the Property, Pioneer and its successors and assigns shall assume all rights and obligations as set forth in this Annexation Agreement; and

WHEREAS, the Property is contiguous to the corporate boundaries of the City and is not within the corporate boundaries of any other municipality; and

WHEREAS, the Property is located within the Bristol Kendall Fire Protection District and all parties have been given notice of the annexation of the Property as required by; and

WHERAS, as required by Section 11-15.1-1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1), a public hearing was held on June 10, 2025, by the Mayor and City Council (the "*Corporate Authorities*") on this Annexation Agreement after the publication of notice as required by Section 11-15.1-3 of the Illinois Municipal Code (65 ILCS 5/11-15.1-3); and

WHEREAS, after due and careful consideration the Corporate Authorities have concluded that the annexation of the Property is in the best interests of the City but only in the event the conditions and contingencies as hereinafter set forth (the "*Conditions*") are fully satisfied on or before July 1, 2026; and

WHEREAS, approval of this Annexation Agreement, subject to the Conditions, shall be upon the favorable vote of two-thirds of the Corporate Authorities.

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

Section 1. The above recitals are incorporated and made a part of this Ordinance.

Section 2. The Annexation Agreement attached hereto and made a part hereof by reference as Exhibit A, be and the same is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver said Annexation Agreement which shall be effective only upon satisfaction of the following Conditions:

(a) Acquisition of the Property by Pioneer, or its assignee if assignment is permitted by the Annexation Agreement, and all of the acreage required for the Project (collectively the "*Development Site*") and recordation of all instruments of conveyance granting Pioneer fee simple title to the Development Site;

(b) Approval by the Corporate Authorities of a certain Planned Unit Development Agreement covering the Development Site and execution thereof by Pioneer and the City on or before July 1, 2026;

(c) Approval by the Corporate Authorities of a certain Development Agreement covering the Development Site and execution thereof by Pioneer and the City on or before July 1, 2026;

(d) Approval by the Corporate Authorities of a certain Utility and Infrastructure Agreement covering all infrastructure improvements to serve and enhance the Development Site and execution thereof by Pioneer and the City on or before July 1, 2026;

(e) Recordation of Covenants and Restrictions covering the Development Site; and

(f) Recordation of this Annexation Agreement, the Planned Unit Development Agreement, the Development Agreement and the Utility and Infrastructure Agreement upon the Development Site.

Section 3. 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

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.

Within seven (7) days after the Developer has provided the City with the Closing Notice pursuant to Section 9 of this Agreement, the Developer, and all electors, if any, shall file with the City a duly and properly petition (the "Petition") pursuant to, and in accordance with, the provisions of Section 5/7-1-1 *et seq.* of the Illinois Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville. Upon receipt of the Petition, the City shall adopt an ordinance annexing the Subject Property at the next meeting of the City Council.

Section 3. Conditions of Annexation.

A. Contemporaneously with annexation of the Subject Property , the City shall 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.
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: _____

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~~ Within seven (7) days after the Developer has provided the City with the Closing Notice pursuant to Section 9 of this Agreement, the Developer, and all electors, if any, shall file with the City a duly and properly petition (the "Petition") pursuant to, and in accordance with, the provisions of Section 5/7-1-1 *et seq.* of the Illinois Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville. ~~Contemporaneously with the approval of this Agreement~~ Upon receipt of the Petition, the City shall adopt an ordinance annexing the Subject Property at the next meeting of the City Council. ~~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.~~

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Section 3. Conditions of Annexation.

A. ~~The City shall, c~~Contemporaneously with ~~approval~~ annexation of the Subject Property

~~of this Agreement~~, the City shall 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: _____

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

Agenda Item Number

Mayor's Report #8

Tracking Number

CC 2025-08

Agenda Item Summary Memo

Title: Public Works and Parks Department Facility Update

Meeting and Date: City Council – October 28, 2025

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

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

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

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

Agenda Item Number

Mayor's Report #9

Tracking Number

CC 2025-09

Agenda Item Summary Memo

Title: Lake Michigan Water Project Update

Meeting and Date: City Council – October 28, 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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