



United City of Yorkville

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

AGENDA
CITY COUNCIL MEETING
Monday, November 10, 2025
7:00 p.m.

City Hall Council Chambers
651 Prairie Pointe Drive, Yorkville, IL

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I

Ken Koch
Dan Transier

WARD II

Arden Joe Plocher
Craig Soling

WARD III

Chris Funkhouser
Matt Marek

WARD IV

Rusty Corneils
Rusty Hyett

Establishment of Quorum:

Amendments to Agenda:

Public Hearings:

1. QuikTrip – Dormant SSA
2. Costco – Dormant SSA
3. 2025 Tax Levy Estimate

Citizen Comments on Agenda Items (Excluding Data Center Matters):

Public comments on agenda items other than data center-related items will be received at this time.

Comments regarding data center agenda items will be addressed in a separate section later in the meeting.

Consent Agenda:

1. Bill Payments for Approval
 - \$ 990,227.02 (vendors)
 - \$ 197,787.94 (wire payments)
 - \$ 454,623.75 (payroll period ending 10/18/25)
 - \$ 1,642,638.71 (total)

Mayor's Report:

1. CC 2025-83 Resolution Authorizing the Purchase of Three Ford Interceptor Sports Utility Vehicles from Marrow Brothers Ford, Inc., in an Amount Not to Exceed \$243,000
2. CC 2025-84 Resolution Declaring Certain Personal Property Surplus and Directing Disposition of Same

Mayor's Report (cont'd):

3. CC 2025-85 Ordinance Authorizing the United City of Yorkville, Kendall County, Illinois to Borrow Funds from the Public Water Supply Loan Program (2026 Water Main Replacement)
4. CC 2025-86 Ordinance Approving the Extension of a Special Use Permit Approved in Ordinance 2023-34 (Bristol Ridge 105 – Solar Farm)

Public Works Committee Report:

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

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

Additional Business:

Citizen Comments on Items Not on the Agenda:

Presentations:

1. Data Center Presentation

Citizen Comments on Data Center Agenda Items:

Planning and Zoning Commission:

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

Planning and Zoning Commission (cont'd):

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) – **Discussion Only**
 - d. Ordinance Annexing Certain Territory Located at the Southwest Corner of Baseline Road and North Bridge Street to the United City of Yorkville – **Discussion Only**

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: November 19, 2025 – 6:00 p.m. – East Conference Room #337:

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

ECONOMIC DEVELOPMENT: December 2, 2025 – 6:00 p.m. – East Conference Room #337:

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

PUBLIC SAFETY: TBD – 6:00 p.m. – East Conference Room #337:

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

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

PUBLIC WORKS: November 18, 2025 – 6:00 p.m. – East Conference Room #337:

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

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Monday, November 10, 2025
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PUBLIC HEARING:

1. QuikTrip – Dormant SSA

2. Costco – Dormant SSA

PUBLIC HEARING (cont'd):

- 3. 2025 Tax Levy Estimate

CITIZEN COMMENTS ON AGENDA ITEMS (EXCLUDING DATA CENTER MATTERS):

CONSENT AGENDA:

- 1. Bill Payments for Approval

Approved _____

As presented

As amended

Notes _____

MAYOR'S REPORT:

1. CC 2025-83 Resolution Authorizing the Purchase of Three Ford Interceptor Sports Utility Vehicles from Marrow Brothers Ford, Inc., in an Amount Not to Exceed \$243,000

Approved: Y _____ N _____ Subject to _____
 Removed _____
 Notes _____

-
2. CC 2025-84 Resolution Declaring Certain Personal Property Surplus and Directing Disposition of Same

Approved: Y _____ N _____ Subject to _____
 Removed _____
 Notes _____

-
3. CC 2025-85 Ordinance Authorizing the United City of Yorkville, Kendall County, Illinois to Borrow Funds from the Public Water Supply Loan Program (2026 Water Main Replacement)

Approved: Y _____ N _____ Subject to _____
 Removed _____
 Notes _____

4. CC 2025-86 Ordinance Approving the Extension of a Special Use Permit Approved in Ordinance 2023-34 (Bristol Ridge 105 – Solar Farm)

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

MAYOR'S REPORT (CONT'D):

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

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

6. CC 2025-09 Lake Michigan Water Project Update

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS ON ITEMS NOT ON THE AGENDA:

PRESENTATIONS:

1. Data Center Presentation

CITIZEN COMMENTS ON DATA CENTER AGENDA ITEMS:



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

Agenda Item Number

Public Hearing #1

Tracking Number

EDC 2025-65

Agenda Item Summary Memo

Title: QuikTrip – Proposed Dormant SSA

Meeting and Date: City Council – November 10, 2025

Synopsis: Public hearing for proposed dormant Special Service Area for QuikTrip

(107 E Stagecoach Trail) stormwater management basins.

Council Action Previously Taken:

Date of Action: CC – 09/09/25 Action Taken: Moved forward to CC public hearing.

Item Number: EDC 2025-65

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: David Hansen Community Development
Name Department

Agenda Item Notes:

Memorandum



To: Economic Development Committee
From: David Hansen, Senior Planner
CC: Bart Olson, City Administrator
Krysti Barksdale-Noble, Community Development Director
Sara Mendez, Senior Planner; Eric Dhuse, Director of Public Works
Brad Sanderson, EEI (City Engineer)
Date: September 2, 2025
Subject: **QuikTrip (107 East Stagecoach Trail) - Proposed Establishment of a Dormant Special Service Area (SSA)**

SUMMARY:

In October of 2023, the City Council approved a special use for a gasoline service station with an accessory convenience store located at 107 East Stagecoach Trail for the QuikTrip Corporation. In early 2025, construction began on the site with the use anticipated to open in November 2025. The property is zoned B-3 General Business District and is located at the northeast corner of State Route 47 (South Bridge Street) and State Route 71 (East Stagecoach Trail) intersection. The site consists of two parcels (PIN #05-05-400-050 and PIN 05-04-300-031), which is approximately 5.51 acres.

As required by the City's adopted Stormwater Ordinance, the establishment of a dormant or back-up Special Service Area (SSA) is needed should the entity, which will have primary responsibility for the stormwater basin, dissolve or fail to adequately maintain it. In the event the entity fails to adequately maintain the stormwater basin, the SSA would serve as a long term funding source for the maintenance of the storm water facility and would only affect those property owners directly benefiting from such maintenance. A copy of the draft enabling ordinance for the establishment of the Special Service Area is attached for your review and will be presented to the City Council at an upcoming meeting, as part of the public hearing process.



QUIKTRIP - PROPOSED SPECIAL SERVICE AREA

United City of Yorkville, Illinois
Date: July 07, 2025
Data: Kendall County



PROPOSED DORMANT SPECIAL SERVICE AREA

As mentioned above, the attached draft ordinance for dormant Special Service Area (SSA) prepared by the City Attorney establishes a backup mechanism for payment for future and continued maintenance and repair of the storm water facility within the QuikTrip Development Area (known as 107 E Stagecoach Trail) in the event the entity fails to do so. The PINs associated with the development include 05-05-400-050 and 05-04-300-031.

The SSA will be used to cover costs related to (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and (4) the administrative costs incurred by the City in connection with the above (collectively the “Services”) within the Special Service Area in the event the Owners for the development have failed to satisfactorily undertake the ongoing maintenance, repair and reconstruction in compliance with the ordinances of the Yorkville City Code.

TAX LEVY ESTIMATE

Should the property owner fail to maintain the basin, the subject property will be levied a tax not to exceed \$1.10 for every \$100.00 of equalized assessed value of the property to be collected via real estate taxes.

MEETING SCHEDULE OF PROPOSED SSA

Staff is seeking direction and authorization to schedule the public hearing date for the establishment of the Special Service Area for the QuikTrip Development. Below is the tentative meeting schedule for the proposed dormant SSA approval process:

Meeting Schedule of Proposed SSA		
Ordinance Proposing SSA <i>(Sets the public hearing date)</i>	Economic Development Committee	September 2, 2025
Ordinance Proposing SSA	City Council	September 9, 2025
Public Hearing Notice - published on <i>October 17, 2025</i> Notice by publication shall be not less than 15 days prior to the hearing. Individual notices to property owners, must be sent via certified mail not less than 10 days prior to the hearing date.		
Public Hearing <i>(After the public hearing, 60 day waiting period before we can approve SSA)</i>	City Council	November 10, 2025
60 Day Waiting Period for Objections		
Ordinance Establishing SSA	City Council	January 13, 2026

STAFF COMMENTS / RECOMMENDATION

The property owner has been notified of the proposed process and public hearing before the City Council for the consideration of the establishment of the dormant Special Service Area. Staff is recommending approval of the proposed backup funding mechanism as it is a requirement of the current Stormwater Ordinance.

This request is tentatively scheduled for a public hearing on **November 10, 2025**. The final vote is scheduled for the **January 13, 2026** City Council Meeting. Staff is seeking input and comments from the Economic Development Committee.

ATTACHMENTS:

1. Draft Ordinance - Proposing Dormant SSA
2. Legal Description
3. Draft Public Hearing Notice
4. Draft Ordinance - Establishing Dormant SSA

Ordinance No. 2025-_____

AN ORDINANCE PROPOSING THE ESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER 2025-02 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND PROVIDING FOR OTHER PROCEDURES IN CONNECTION THEREWITH (QuikTrip)

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

Section 1. Authority. The United City of Yorkville, Kendall County, Illinois (the “City”) is authorized pursuant to Article VII, Section 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.* (the “Act”), which provides, inter alia, the manner of levying or imposing taxes and issuing bonds for the provision of special services to areas within the boundaries of municipalities and counties.

Section 2. Findings. The Mayor and City Council of the City find and determine as follows:

- a. It is in the public interest that the Mayor and City Council of the City consider the creation of a special service area for that portion of the City described in *Exhibit A* attached hereto and made a part hereof (the “Subject Territory”); and
- b. The special service area proposed for consideration is compact and contiguous; and
- c. That said Subject Territory area is a commercial development consisting of two parcels of approximately 5.51 acres in size, upon which exists a stormwater management basin; and
- d. The municipal services to be provided to the Subject Territory are for the continued maintenance, repair and reconstruction of the stormwater systems in the event that the owners of records (the “Owners”) have failed to do so; and

- e. The special governmental services for the Special Service Area may include: the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and the administrative costs incurred by the City in connection with the above (collectively the “Services”) within the Special Service Area; and
- f. The proposed special service area will benefit specially from the municipal services to be provided to the area. These proposed municipal services are in addition to municipal services provided to the City as a whole.

Section 3. Public Hearing. A public hearing shall be held on November 10, 2025 at 7:00 p.m. at the City Municipal Building at 651 Prairie Point Drive, Yorkville, Illinois, to consider the creation of Special Service Area 2025-02, in the Subject Territory.

Section 4. Notice of Public Hearing. Notice of the hearing shall be published at least once not less than fifteen (15) days prior to the public hearing specified in Section 3 above, in a newspaper of general circulation in the City. In addition, notice shall be given by United States Certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on the Subject Territory within the proposed special service area. This notice will be mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the taxpayer of record. The notice to owners of record shall be in substantially the form set forth in *Exhibit B* to this Ordinance.

Section 5. Supersede Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

CITY CLERK

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 4 AND PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5, THENCE SOUTH 89 DEGREE 40 MINUTES 05 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 655.52 FEET TO THE TANGENT CENTER LINE OF ILLINOIS STATE ROUTE NO. 47 EXTENDED FROM THE SOUTH; THENCE SOUTH 1 DEGREE 44 MINUTES 07 SECONDS EAST ALONG SAID TANGENT CENTER LINE AND SAID TANGENT CENTER LINE EXTENDED 3511.16 FEET; THENCE NORTH 89 DEGREE 29 MINUTES 40 SECONDS EAST 548.60 FEET (THIS POINT HEREINAFTER REFERRED TO AS POINT "A"); THENCE SOUTH 89 DEGREE 29 MINUTES 40 SECONDS WEST ALONG THE LAST DESCRIBED COURSE 548.60 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 47 AFORESAID; THENCE SOUTH 1 DEGREE 44 MINUTES 07 SECONDS EAST ALONG SAID CENTER LINE 920.01 FEET TO A POINT ON SAID CENTER LINE 4431.17 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5, AS MEASURED ALONG SAID TANGENT CENTER LINE AND SAID TANGENT CENTER LINE EXTENDED, FOR THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREE 56 MINUTES 07 SECONDS EAST 593.08 FEET TO A LINE DRAWN SOUTH 4 DEGREE 21 MINUTES 07 SECONDS EAST FROM SAID POINT A; THENCE SOUTH 4 DEGREE 21 MINUTES 07 SECONDS EAST ALONG SAID LINE 482.85 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE WESTERLY ALONG SAID CENTER LINE 589.32 FEET TO THE CENTER LINE OF SAID ILLINOIS STATE ROUTE NO. 47; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID ROUTE 47, 596.73 FEET TO THE POINT OF BEGINNING, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS,

(1) Excepting therefrom LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED JUNE 15, 2017 AS DOCUMENT NO. 201700009111,

and

(2) Excepting therefrom LAND CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED MARCH 17, 2011 AS DOCUMENT NO. 20110004835.

Permanent Tax Index Number(s): **05-05-400-050; 05-04-300-031**

Common Address: 107 East Stagecoach Trail, Yorkville, Illinois 60560

EXHIBIT B
Public Hearing Notice

Notice of Hearing

United City of Yorkville, Illinois
Special Service Area Number 2025-02

Notice is Hereby Given that on November 10, 2025 at 7:00 p.m. at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, a hearing will be held by the United City of Yorkville (the “City”) to consider forming a special service area to be called Special Service Area Number 2025-02 consisting of the following described real property (the “Subject Property) legally described as:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 4 AND PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5, THENCE SOUTH 89 DEGREE 40 MINUTES 05 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 655.52 FEET TO THE TANGENT CENTER LINE OF ILLINOIS STATE ROUTE NO. 47 EXTENDED FROM THE SOUTH; THENCE SOUTH 1 DEGREE 44 MINUTES 07 SECONDS EAST ALONG SAID TANGENT CENTER LINE AND SAID TANGENT CENTER LINE EXTENDED 3511.16 FEET; THENCE NORTH 89 DEGREE 29 MINUTES 40 SECONDS EAST 548.60 FEET (THIS POINT HEREINAFTER REFERRED TO AS POINT “A”); THENCE SOUTH 89 DEGREE 29 MINUTES 40 SECONDS WEST ALONG THE LAST DESCRIBED COURSE 548.60 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 47 AFORESAID; THENCE SOUTH 1 DEGREE 44 MINUTES 07 SECONDS EAST ALONG SAID CENTER LINE 920.01 FEET TO A POINT ON SAID CENTER LINE 4431.17 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5, AS MEASURED ALONG SAID TANGENT CENTER LINE AND SAID TANGENT CENTER LINE EXTENDED, FOR THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREE 56 MINUTES 07 SECONDS EAST 593.08 FEET TO A LINE DRAWN SOUTH 4 DEGREE 21 MINUTES 07 SECONDS EAST FROM SAID POINT A; THENCE SOUTH 4 DEGREE 21 MINUTES 07 SECONDS EAST ALONG SAID LINE 482.85 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE WESTERLY ALONG SAID CENTER LINE 589.32 FEET TO THE CENTER LINE OF SAID ILLINOIS STATE ROUTE NO. 47; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID ROUTE 47, 596.73 FEET TO THE POINT OF BEGINNING, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS,

(1) Excepting therefrom LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED JUNE 15, 2017 AS DOCUMENT NO. 201700009111,

and

(2) Excepting therefrom LAND CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED MARCH 17, 2011 AS DOCUMENT NO. 20110004835.

Permanent Tax Index Number(s): **05-05-400-050; 05-04-300-031**

Common Address: 107 East Stagecoach Trail, Yorkville, Illinois 60560

The approximate location is the northeast corner of State Route 47 (South Bridge Street) and State Route 71 (East Stagecoach Trail) in Yorkville.

The general purpose of the formation of the Special Service Area Number 2025-02 is to provide special governmental services serving the Special Service Area that may include:

- (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; and
- (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; and
- (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and
- (4) the administrative costs incurred by the City in connection with the above (collectively, the “Services”) within the Special Service Area.

All interested persons, including all persons owing taxable real property located within Special Service Number 2025-02 will be given an opportunity to be heard and file written objections regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area.

It is proposed that to pay for such Services the City shall levy an annual tax not to exceed \$1.10 for every \$100.00 of equalized assessed value of the property in the Special Service Area to pay the annual cost of providing such Services. The proposed amount of the tax levy for the initial year for which taxes will be levied within the special service area will not exceed \$1.10 for every \$100.00 of equalized assessed value. No City Special Service Area bonds will be issued.

At the hearing, all interested persons affected by the formation of such Special Service Area, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the Mayor and City Council without notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy of an annual tax in the area, no such area may be created, or no such levy may be made within the next two years.

Dated this 17th day of October 2025.

Jori Behland
City Clerk



Legal Description of Property

That part of the Southwest Quarter of Section 4 and part of the Southeast Quarter of Section 5, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast Corner of the Northeast Quarter of said Section 5, thence south 89 degree 40 minutes 05 seconds west along the North Line of said Northeast Quarter, 655.52 feet to the tangent Center Line of Illinois State Route No. 47 extended from the South; thence south 1 degree 44 minutes 07 seconds east along said tangent Center line and said tangent Center Line extended 3511.16 feet; thence north 89 degree 29 minutes 40 seconds east 548.60 feet (this point hereinafter referred to as point "A"); thence south 89 degree 29 minutes 40 seconds west along the last described course 548.60 feet to the Center Line of Illinois State Route No. 47 aforesaid; thence south 1 degree 44 minutes 07 seconds east along said Center Line 920.01 feet to a point on said Center Line 4431.17 feet south of the North Line of said Section 5, as measured along said tangent Center Line and said tangent Center Line extended, for the Point of Beginning; thence south 87 degree 56 minutes 07 seconds east 593.08 feet to a line drawn south 4 degree 21 minutes 07 seconds east from said Point A; thence south 4 degree 21 minutes 07 seconds east along said line 482.85 feet to the Center Line of Illinois State Route No. 71; thence westerly along said Center Line 589.32 feet to the Center Line of said Illinois State Route No. 47; thence Northerly along the Center Line of said Route 47, 596.73 feet to the Point of Beginning, Kendall Township, Kendall County, Illinois,

(1) Excepting therefrom land conveyed to the People of the State of Illinois by Warranty Deed Recorded June 15, 2017 as Document No. 2017000091111,

And

(2) Excepting therefrom land conveyed to the State of Illinois Department of Transportation by Warranty Deed Recorded March 17, 2011 as Document No. 20110004835.

Notice of Hearing

United City of Yorkville, Illinois Special Service Area Number 2025-02

Notice is Hereby Given that on November 10, 2025 at 7:00 p.m. at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, a hearing will be held by the United City of Yorkville (the “City”) to consider forming a special service area to be called Special Service Area Number 2025-02 consisting of the following described real property (the “Subject Property) legally described as:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 4 AND PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5, THENCE SOUTH 89 DEGREE 40 MINUTES 05 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 655.52 FEET TO THE TANGENT CENTER LINE OF ILLINOIS STATE ROUTE NO. 47 EXTENDED FROM THE SOUTH; THENCE SOUTH 1 DEGREE 44 MINUTES 07 SECONDS EAST ALONG SAID TANGENT CENTER LINE AND SAID TANGENT CENTER LINE EXTENDED 3511.16 FEET; THENCE NORTH 89 DEGREE 29 MINUTES 40 SECONDS EAST 548.60 FEET (THIS POINT HEREINAFTER REFERRED TO AS POINT “A”); THENCE SOUTH 89 DEGREE 29 MINUTES 40 SECONDS WEST ALONG THE LAST DESCRIBED COURSE 548.60 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 47 AFORESAID; THENCE SOUTH 1 DEGREE 44 MINUTES 07 SECONDS EAST ALONG SAID CENTER LINE 920.01 FEET TO A POINT ON SAID CENTER LINE 4431.17 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5, AS MEASURED ALONG SAID TANGENT CENTER LINE AND SAID TANGENT CENTER LINE EXTENDED, FOR THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREE 56 MINUTES 07 SECONDS EAST 593.08 FEET TO A LINE DRAWN SOUTH 4 DEGREE 21 MINUTES 07 SECONDS EAST FROM SAID POINT A; THENCE SOUTH 4 DEGREE 21 MINUTES 07 SECONDS EAST ALONG SAID LINE 482.85 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE WESTERLY ALONG SAID CENTER LINE 589.32 FEET TO THE CENTER LINE OF SAID ILLINOIS STATE ROUTE NO. 47; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID ROUTE 47, 596.73 FEET TO THE POINT OF BEGINNING, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS,

(1) Excepting therefrom LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED JUNE 15, 2017 AS DOCUMENT NO. 201700009111,

and

(2) Excepting therefrom LAND CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED MARCH 17, 2011 AS DOCUMENT NO. 20110004835.

Permanent Tax Index Number(s): **05-05-400-050; 05-04-300-031**

Common Address: 107 East Stagecoach Trail, Yorkville, Illinois 60560

The approximate location is the northeast corner of State Route 47 (South Bridge Street) and State Route 71 (East Stagecoach Trail) in Yorkville.

The general purpose of the formation of the Special Service Area Number 2025-02 is to provide special governmental services serving the Special Service Area that may include:

- (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; and
- (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; and
- (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and
- (4) the administrative costs incurred by the City in connection with the above (collectively, the “Services”) within the Special Service Area.

All interested persons, including all persons owing taxable real property located within Special Service Area Number 2025-02 will be given an opportunity to be heard and file written objections regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area.

It is proposed that to pay for such Services the City shall levy an annual tax not to exceed \$1.10 for every \$100.00 of equalized assessed value of the property in the Special Service Area to pay the annual cost of providing such Services. The proposed amount of the tax levy for the initial year for which taxes will be levied within the special service area will not exceed \$1.10 for every \$100.00 of equalized assessed value. No City Special Service Area bonds will be issued.

At the hearing, all interested persons affected by the formation of such Special Service Area, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the Mayor and City Council without notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy of an annual tax in the area, no such area may be created, or no such levy may be made within the next two years.

Dated this 17th day of October 2025.

Jori Behland
City Clerk



Ordinance No. 2025-_____

**AN ORDINANCE ESTABLISHING THE SPECIAL SERVICE AREA NUMBER 2025-02
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND
PROVIDING FOR OTHER PROCEDURES IN CONNECTION THEREWITH
(QuikTrip)**

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

WHEREAS, pursuant to the provisions of Section 7(6) of Article VII of the 1970 Constitution of the State of Illinois, the City is authorized to create special service areas in and for the City that are further established “in the manner provided by law;” and

WHEREAS, pursuant to the provisions of the Illinois Special Service Area Tax Law (35 ILCS 200/27-5 *et seq.*) and the Property Tax Code (35 ILCS 200/1-1 *et seq.*) the City may establish special service areas to levy taxes in order to pay for the provision of special services to areas within the boundaries of the City; and

WHEREAS, the owner of record (the “Owner”) of the real property hereinafter described (the “Subject Territory”) has been approved for a commercial development consisting of two parcels of approximately 5.51 acres in size, that by City ordinance must provide for a backup mechanism for payment of any and all costs of continued maintenance, repair and reconstruction of the storm water detention areas serving the Subject Territory; and

WHEREAS, it is in the public interest that a special service area be established for the Subject Territory for the purposes set forth herein and to be known as Special Service Area 2025-02.

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

Section 1. Establishment. That it is in the public interest that Special Service Area 2025-02 is hereby established as a special service area for the purposes set forth herein and consisting of the Subject Territory that is legally described and that contains the Property Index Numbers as stated in *Exhibit A*, attached hereto and made a part hereof by reference.

Section 2. Area. That said Subject Territory is a commercial development consisting of two parcels of approximately 5.51 acres in size, upon which exists a stormwater management basin. The Subject Territory is totally within the corporate limits of the City and an accurate map of the property within the Special Service Area 2025-02 is attached hereto and made a part hereof as *Exhibit B*.

Section 3. Purpose. That said Subject Territory will benefit specifically from the municipal services to be provided and that such services are in addition to those municipal services provided to the City as a whole, and unique and in the best interests of Special Service Area 2025-02. The City's levy of special taxes against said Subject Territory shall be to provide a backup mechanism for payment of any and all costs of continued maintenance, repair and reconstruction of the storm water systems in the event that the Owner has failed to do so. The special governmental services for the Special Service Area may include:

- (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; and
- (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; and

- (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and
- (4) the administrative costs incurred by the City in connection with the above (collectively the “Services”) within the Special Service Area

Section 4. Public Hearing. A public hearing was held on November 10, 2025 at 7:00 p.m. at the City Municipal Building at 651 Prairie Point Drive, Yorkville, Illinois, to consider the creation of Special Service Area 2025-02, in the Subject Territory and to consider the levy of an annual tax as further described in Section 7.

Section 5. Notice of Public Hearing. Notice of the hearing, attached hereto as *Exhibit C*, was published at least once not less than fifteen (15) days prior to the public hearing specified in Section 4 above, in a newspaper of general circulation in the City. In addition, notice was given by United States Certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on the Subject Territory within the proposed special service area. This notice was mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice was sent to the person last listed on the tax rolls prior to that year as the taxpayer of record.

Section 6. Objectors. That the Owner and all taxpayers of record owning taxable real property located within Special Service Area 2025-02, were heard at the public hearing held on November 11, 2025. That no objections were filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area 2025-02 or the levy of an annual tax in Special Service Area 2025-02.

Section 7. Tax. That there shall be levied in such years as the corporate authorities may hereafter determine to be appropriate, a direct annual tax that in the initial year shall not exceed

\$1.10 for every \$100.00 of equalized assessed value of property in the Special Service Area 2025-02 and the maximum rate of such taxes to be extended in any year within the Subject Territory shall not exceed \$1.10 for every \$100.00 of equalized assessed value to pay the annual cost of providing the special services described above that shall be in addition to all other taxes permitted by law.

Section 8. Recording. The City Clerk shall file within 30 days of the adoption of this Ordinance a certified copy of the Ordinance, including Exhibits A, B and C, with the County Clerk of Kendall County and with the Kendall County Recorder’s Office.

Section 9. Effective Date. This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form as provided by law.

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

CITY CLERK

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 4 AND PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5, THENCE SOUTH 89 DEGREE 40 MINUTES 05 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 655.52 FEET TO THE TANGENT CENTER LINE OF ILLINOIS STATE ROUTE NO. 47 EXTENDED FROM THE SOUTH; THENCE SOUTH 1 DEGREE 44 MINUTES 07 SECONDS EAST ALONG SAID TANGENT CENTER LINE AND SAID TANGENT CENTER LINE EXTENDED 3511.16 FEET; THENCE NORTH 89 DEGREE 29 MINUTES 40 SECONDS EAST 548.60 FEET (THIS POINT HEREINAFTER REFERRED TO AS POINT "A"); THENCE SOUTH 89 DEGREE 29 MINUTES 40 SECONDS WEST ALONG THE LAST DESCRIBED COURSE 548.60 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 47 AFORESAID; THENCE SOUTH 1 DEGREE 44 MINUTES 07 SECONDS EAST ALONG SAID CENTER LINE 920.01 FEET TO A POINT ON SAID CENTER LINE 4431.17 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5, AS MEASURED ALONG SAID TANGENT CENTER LINE AND SAID TANGENT CENTER LINE EXTENDED, FOR THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREE 56 MINUTES 07 SECONDS EAST 593.08 FEET TO A LINE DRAWN SOUTH 4 DEGREE 21 MINUTES 07 SECONDS EAST FROM SAID POINT A; THENCE SOUTH 4 DEGREE 21 MINUTES 07 SECONDS EAST ALONG SAID LINE 482.85 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE WESTERLY ALONG SAID CENTER LINE 589.32 FEET TO THE CENTER LINE OF SAID ILLINOIS STATE ROUTE NO. 47; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID ROUTE 47, 596.73 FEET TO THE POINT OF BEGINNING, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS,

(1) Excepting therefrom LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED JUNE 15, 2017 AS DOCUMENT NO. 201700009111,

and

(2) Excepting therefrom LAND CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED MARCH 17, 2011 AS DOCUMENT NO. 20110004835.

Permanent Tax Index Number(s): **05-05-400-050; 05-04-300-031**

Common Address: 107 East Stagecoach Trail, Yorkville, Illinois 60560

EXHIBIT B
MAP



QUIKTRIP - PROPOSED SPECIAL SERVICE AREA

United City of Yorkville, Illinois

Date: July 07, 2025

Data: Kendall County



EXHIBIT C
Public Hearing Notice

Notice of Hearing

United City of Yorkville, Illinois
Special Service Area Number 2025-02

Notice is Hereby Given that on November 10, 2025 at 7:00 p.m. at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, a hearing will be held by the United City of Yorkville (the “City”) to consider forming a special service area to be called Special Service Area Number 2025-02 consisting of the following described real property (the “Subject Property) legally described as:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 4 AND PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5, THENCE SOUTH 89 DEGREE 40 MINUTES 05 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 655.52 FEET TO THE TANGENT CENTER LINE OF ILLINOIS STATE ROUTE NO. 47 EXTENDED FROM THE SOUTH; THENCE SOUTH 1 DEGREE 44 MINUTES 07 SECONDS EAST ALONG SAID TANGENT CENTER LINE AND SAID TANGENT CENTER LINE EXTENDED 3511.16 FEET; THENCE NORTH 89 DEGREE 29 MINUTES 40 SECONDS EAST 548.60 FEET (THIS POINT HEREINAFTER REFERRED TO AS POINT “A”); THENCE SOUTH 89 DEGREE 29 MINUTES 40 SECONDS WEST ALONG THE LAST DESCRIBED COURSE 548.60 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 47 AFORESAID; THENCE SOUTH 1 DEGREE 44 MINUTES 07 SECONDS EAST ALONG SAID CENTER LINE 920.01 FEET TO A POINT ON SAID CENTER LINE 4431.17 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5, AS MEASURED ALONG SAID TANGENT CENTER LINE AND SAID TANGENT CENTER LINE EXTENDED, FOR THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREE 56 MINUTES 07 SECONDS EAST 593.08 FEET TO A LINE DRAWN SOUTH 4 DEGREE 21 MINUTES 07 SECONDS EAST FROM SAID POINT A; THENCE SOUTH 4 DEGREE 21 MINUTES 07 SECONDS EAST ALONG SAID LINE 482.85 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE WESTERLY ALONG SAID CENTER LINE 589.32 FEET TO THE CENTER LINE OF SAID ILLINOIS STATE ROUTE NO. 47; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID ROUTE 47, 596.73 FEET TO THE POINT OF BEGINNING, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS,

(1) Excepting therefrom LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED JUNE 15, 2017 AS DOCUMENT NO. 201700009111,

and

(2) Excepting therefrom LAND CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED MARCH 17, 2011 AS DOCUMENT NO. 20110004835.

Permanent Tax Index Number(s): **05-05-400-050; 05-04-300-031**

Common Address: 107 East Stagecoach Trail, Yorkville, Illinois 60560

The approximate location is the northeast corner of State Route 47 (South Bridge Street) and State Route 71 (East Stagecoach Trail) in Yorkville.

The general purpose of the formation of the Special Service Area Number 2025-02 is to provide special governmental services serving the Special Service Area that may include:

- (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; and
- (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; and
- (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and
- (4) the administrative costs incurred by the City in connection with the above (collectively, the “Services”) within the Special Service Area.

All interested persons, including all persons owing taxable real property located within Special Service Number 2025-02 will be given an opportunity to be heard and file written objections regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area.

It is proposed that to pay for such Services the City shall levy an annual tax not to exceed \$1.10 for every \$100.00 of equalized assessed value of the property in the Special Service Area to pay the annual cost of providing such Services. The proposed amount of the tax levy for the initial year for which taxes will be levied within the special service area will not exceed \$1.10 for every \$100.00 of equalized assessed value. No City Special Service Area bonds will be issued.

At the hearing, all interested persons affected by the formation of such Special Service Area, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the Mayor and City Council without notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy of an annual tax in the area, no such area may be created, or no such levy may be made within the next two years.

Dated this 17th day of October 2025.

Jori Behland
City Clerk



Memorandum



To: Economic Development Committee
From: Sara Mendez, Senior Planner
CC: Bart Olson, City Administrator
Krysti Barksdale-Noble, Community Development Director
David Hansen, Senior Planner; Eric Dhuse, Director of Public Works
Brad Sanderson, EEI (City Engineer)
Date: September 2, 2025
Subject: **Costco - Proposed Establishment of a Dormant Special Service Area (SSA)**

SUMMARY:

In January 2025, the City Council approved a request from Costco Wholesale Corporation to develop a members-only retail store and a standalone fueling facility as part of a special use request. The approval also included final plat approval to subdivide two existing parcels and an amendment to the existing “Yorkville Crossing” Planned Unit Development (PUD) agreement to accommodate the proposed development. In mid-2025, construction began on the site with the use anticipated to open in November 2025. The property is zoned B-3 General Business District and is located at the northwest corner of US Route 34 (East Veterans Parkway) and East Countryside Parkway. The site consists of two parcels (PIN #02-28-227-002 and PIN #02-27-101-003), which is approximately 34 acres.

As required by the City’s adopted Stormwater Ordinance, the establishment of a dormant, or back-up, Special Service Area (SSA) is needed should the entity, which will have primary responsibility for the stormwater basin, dissolve or fail to adequately maintain it. The SSA would serve as long term funding source for the maintenance of the storm water facility, and only affects those property owners directly benefiting from such maintenance. A copy of the draft enabling ordinance for the establishment of the Special Service Area is attached for your review and will be presented to the City Council at an upcoming meeting, as part of the public hearing process.



COSTCO

United City of Yorkville, Illinois
Date: July 29, 2025
Data: Kendall County



PROPOSED DORMANT SPECIAL SERVICE AREA

As mentioned above, the attached draft ordinance for dormant Special Service Area (SSA) prepared by the City Attorney establishes a backup mechanism for payment for future and continued maintenance and repair of the storm water facility within the Costco Development Area in the event the entity fails to do so. The PINs associated with the development include 02-28-227-002 and 02-27-101-003.

The SSA will be used to cover costs related to (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and (4) the administrative costs incurred by the City in connection with the above (collectively the “Services”) within the Special Service Area in the event the Owners for the development have failed to satisfactorily undertake the ongoing maintenance, repair and reconstruction in compliance with the ordinances of the Yorkville City Code.

TAX LEVY ESTIMATE

Should the property owner fail to maintain the basin, the subject property will be levied a tax not to exceed \$1.10 for every \$100.00 of equalized assessed value of the property to be collected via real estate taxes.

MEETING SCHEDULE OF PROPOSED SSA

Staff is seeking direction and authorization to schedule the public hearing date for the establishment of the Special Service Area for the QuikTrip Development. Below is the tentative meeting schedule for the proposed dormant SSA approval process:

Meeting Schedule of Proposed SSA		
Ordinance Proposing SSA <i>(Sets the public hearing date)</i>	Economic Development Committee	September 2, 2025
Ordinance Proposing SSA	City Council	September 9, 2025
Public Hearing Notice - published on <i>October 17, 2025</i> Notice by publication shall be at least once not less than 15 days prior to the hearing. Individual notices to existing property owners, if any, must be sent via certified mail.		
Public Hearing <i>(After the public hearing, 60 day waiting period before we can approve SSA)</i>	City Council	November 10, 2025
60 Day Waiting Period for Objections		
Ordinance Establishing SSA	City Council	January 13, 2026

STAFF COMMENTS / RECOMMENDATION

The property owner has been notified of the proposed process and public hearing before the City Council for the consideration of the establishment of the dormant Special Service Area. Staff is recommending approval of the proposed backup funding mechanism as it is a requirement of the current Stormwater Ordinance.

This request is tentatively scheduled for a public hearing on **November 10, 2025**. The final vote is scheduled for the **January 13, 2026** City Council Meeting. Staff is seeking input and comments from the Economic Development Committee.

ATTACHMENTS:

1. Draft Ordinance - Proposing Dormant SSA
2. Legal Description
3. Draft Public Hearing Notice
4. Draft Ordinance - Establishing Dormant SSA

Ordinance No. 2025-_____

**AN ORDINANCE PROPOSING THE ESTABLISHMENT OF SPECIAL SERVICE AREA
NUMBER 2025-01 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS AND PROVIDING FOR OTHER PROCEDURES IN CONNECTION
THEREWITH
(Costco)**

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

Section 1. Authority. The United City of Yorkville, Kendall County, Illinois (the “City”) is authorized pursuant to Article VII, Section 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.* (the “Act”), which provides, inter alia, the manner of levying or imposing taxes and issuing bonds for the provision of special services to areas within the boundaries of municipalities and counties.

Section 2. Findings. The Mayor and City Council of the City find and determine as follows:

- a. It is in the public interest that the Mayor and City Council of the City consider the creation of a special service area for that portion of the City described in *Exhibit A* attached hereto and made a part hereof (the “Subject Territory”); and
- b. The special service area proposed for consideration is compact and contiguous; and
- c. That said Subject Territory area is a commercial development consisting of four parcels of approximately 34 acres in size, upon which exists a stormwater management basin; and
- d. The municipal services to be provided to the Subject Territory are for the continued maintenance, repair and reconstruction of the stormwater systems in the event that the owners of records (the “Owners”) have failed to do so; and

- e. The special governmental services for the Special Service Area may include: the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and the administrative costs incurred by the City in connection with the above (collectively the “Services”) within the Special Service Area; and
- f. The proposed special service area will benefit specially from the municipal services to be provided to the area. These proposed municipal services are in addition to municipal services provided to the City as a whole

Section 3. Public Hearing. A public hearing shall be held on November 10, 2025 at 7:00 p.m. at the City Municipal Building at 651 Prairie Point Drive, Yorkville, Illinois, to consider the creation of Special Service Area 2025-01, in the Subject Territory.

Section 4. Notice of Public Hearing. Notice of the hearing shall be published at least once not less than fifteen (15) days prior to the public hearing specified in Section 3 above, in a newspaper of general circulation in the City. In addition, notice shall be given by United States Certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on the Subject Territory within the proposed special service area. This notice will be mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the taxpayer of record. The notice to owners of record shall be in substantially the form set forth in *Exhibit B* to this Ordinance.

Section 5. Supersede Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

CITY CLERK

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 4 AND PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5, THENCE SOUTH 89 DEGREE 40 MINUTES 05 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 655.52 FEET TO THE TANGENT CENTER LINE OF ILLINOIS STATE ROUTE NO. 47 EXTENDED FROM THE SOUTH; THENCE SOUTH 1 DEGREE 44 MINUTES 07 SECONDS EAST ALONG SAID TANGENT CENTER LINE AND SAID TANGENT CENTER LINE EXTENDED 3511.16 FEET; THENCE NORTH 89 DEGREE 29 MINUTES 40 SECONDS EAST 548.60 FEET (THIS POINT HEREINAFTER REFERRED TO AS POINT "A"); THENCE SOUTH 89 DEGREE 29 MINUTES 40 SECONDS WEST ALONG THE LAST DESCRIBED COURSE 548.60 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 47 AFORESAID; THENCE SOUTH 1 DEGREE 44 MINUTES 07 SECONDS EAST ALONG SAID CENTER LINE 920.01 FEET TO A POINT ON SAID CENTER LINE 4431.17 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5, AS MEASURED ALONG SAID TANGENT CENTER LINE AND SAID TANGENT CENTER LINE EXTENDED, FOR THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREE 56 MINUTES 07 SECONDS EAST 593.08 FEET TO A LINE DRAWN SOUTH 4 DEGREE 21 MINUTES 07 SECONDS EAST FROM SAID POINT A; THENCE SOUTH 4 DEGREE 21 MINUTES 07 SECONDS EAST ALONG SAID LINE 482.85 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE WESTERLY ALONG SAID CENTER LINE 589.32 FEET TO THE CENTER LINE OF SAID ILLINOIS STATE ROUTE NO. 47; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID ROUTE 47, 596.73 FEET TO THE POINT OF BEGINNING, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS,

(1) Excepting therefrom LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED JUNE 15, 2017 AS DOCUMENT NO. 201700009111,

and

(2) Excepting therefrom LAND CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED MARCH 17, 2011 AS DOCUMENT NO. 20110004835.

Permanent Tax Index Number(s): **02-28-227-002; 02-27-101-003**

Common Addresses: 825 East Veterans Parkway, Yorkville, Illinois 60560
801 East Veterans Parkway, Yorkville, Illinois 60560
813 East Veterans Parkway, Yorkville, Illinois 60560
837 East Veterans Parkway, Yorkville, Illinois 60560

EXHIBIT B
Public Hearing Notice

Notice of Hearing

United City of Yorkville, Illinois
Special Service Area Number 2025-01

Notice is Hereby Given that on November 10, 2025 at 7:00 p.m. at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, a hearing will be held by the United City of Yorkville (the “City”) to consider forming a special service area to be called Special Service Area 2025-01 consisting of the following described real property (the “Subject Property) legally described as:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, AND PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF COUNTRYSIDE PARKWAY PER PLAT OF DEDICATION DOCUMENT NO. 2000-00009655, WITH THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE NO. 34 PER DOCUMENT NUMBERS 2002-00008973 AND 2002-00007755; THENCE SOUTH 12 DEGREES 50 MINUTES 13 SECONDS WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. ROUTE NO. 34, 77.16 FEET; THENCE SOUTH 55 DEGREES 12 MINUTES 38 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 976.51 FEET; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1390.00' AND A CHORD BEARING OF SOUTH 67 DEGREES 53 MINUTES 14 SECONDS WEST, AN ARC LENGTH OF 616.39 FEET; THENCE NORTH 67 DEGREES 09 MINUTES 38 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 97.31 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 01 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1.41 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MCHUGH ROAD PER PLAT OF DEDICATION DOCUMENT NO. 2000-00009655; THENCE NORTH 04 DEGREES 07 MINUTES 38 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 183.64 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 460.00 FEET AND A CHORD BEARING OF NORTH 03 DEGREES 01 MINUTES 21 SECONDS EAST, AN ARC LENGTH OF 114.80 FEET; THENCE NORTH 10 DEGREES 10 MINUTES 20 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 300.40 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1040.00 FEET AND A CHORD BEARING OF NORTH 01 DEGREES 38 MINUTES 51 SECONDS EAST, AN ARC LENGTH OF 309.47 FEET; THENCE NORTH 06 DEGREES 52 MINUTES 38 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 250.39 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 460.00 FEET AND A CHORD BEARING OF NORTH 01 DEGREES 24 MINUTES 19 SECONDS WEST, AN ARC LENGTH OF 87.86 FEET;

THENCE NORTH 04 DEGREES 04 MINUTES 00 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 226.43 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET AND A CHORD BEARING OF NORTH 49 DEGREES 04 MINUTES 00 SECONDS EAST, AN ARC LENGTH OF 39.27 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF COUNTRYSIDE PARKWAY; THENCE SOUTH 85 DEGREES 56 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 338.21 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1390.03 FEET AND CHORD BEARING OF SOUTH 60 DEGREES 21 MINUTES 36 SECONDS EAST, AN ARC LENGTH OF 1240.81 FEET TO A POINT DRAWN NORTH 34 DEGREES 47 MINUTES 13 SECONDS WEST, 54.08 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 34 DEGREES 47 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 54.08 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

EXCEPTING THEREFROM: THAT PART TAKEN FOR ROAD PURPOSES BY ORDER VESTING TITLE ENTERED IN CASE NO. 15-ED-10, CIRCUIT COURT OF KENDALL COUNTY, ILLINOIS, RECORDED OCTOBER 28, 2015 AS DOCUMENT NO. 201500016982.

Permanent Tax Index Number(s): **02-28-227-002; 02-27-101-003**

Common Address: 825 East Veterans Parkway, 801 East Veterans Parkway, 813 East Veterans Parkway, and 837 East Veterans Parkway, Yorkville, Illinois 60560

The approximate location is the northwest corner of US Route 34 (East Veterans Parkway) and East Countryside Parkway in Yorkville.

The general purpose of the formation of the Special Service Area 2025-01 is to provide special governmental services serving the Special Service Area that may include:

- (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; and
- (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; and
- (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and
- (4) the administrative costs incurred by the City in connection with the above (collectively, the "Services") within the Special Service Area.

All interested persons, including all persons owing taxable real property located within Special Service Number 2025-01 will be given an opportunity to be heard and file written objections regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area.

It is proposed that to pay for such Services the City shall levy an annual tax not to exceed \$1.10 for every \$100.00 of equalized assessed value of the property in the Special Service Area to pay the annual cost of providing such Services. The proposed amount of the tax levy for the initial

year for which taxes will be levied within the special service area will not exceed \$1.10 for every \$100.00 of equalized assessed value. No City Special Service Area bonds will be issued.

At the hearing, all interested persons affected by the formation of such Special Service Area, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the Mayor and City Council without notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy of an annual tax in the area, no such area may be created, or no such levy may be made within the next two years.

Dated this 17th day of October 2025.



Jori Behland
City Clerk

The legal description is as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, AND PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF COUNTRYSIDE PARKWAY PER PLAT OF DEDICATION DOCUMENT NO. 2000-00009655, WITH THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE NO. 34 PER DOCUMENT NUMBERS 2002-00008973 AND 2002-00007755; THENCE SOUTH 12 DEGREES 50 MINUTES 13 SECONDS WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. ROUTE NO. 34, 77.16 FEET; THENCE SOUTH 55 DEGREES 12 MINUTES 38 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 976.51 FEET; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1390.00' AND A CHORD BEARING OF SOUTH 67 DEGREES 53 MINUTES 14 SECONDS WEST, AN ARC LENGTH OF 616.39 FEET; THENCE NORTH 67 DEGREES 09 MINUTES 38 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 97.31 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 01 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1.41 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MCHUGH ROAD PER PLAT OF DEDICATION DOCUMENT NO. 2000-00009655; THENCE NORTH 04 DEGREES 07 MINUTES 38 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 183.64 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 460.00 FEET AND A CHORD BEARING OF NORTH 03 DEGREES 01 MINUTES 21 SECONDS EAST, AN ARC LENGTH OF 114.80 FEET; THENCE NORTH 10 DEGREES 10 MINUTES 20 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 300.40 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1040.00 FEET AND A CHORD BEARING OF NORTH 01 DEGREES 38 MINUTES 51 SECONDS EAST, AN ARC LENGTH OF 309.47 FEET; THENCE NORTH 06 DEGREES 52 MINUTES 38 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 250.39 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 460.00 FEET AND A CHORD BEARING OF NORTH 01 DEGREES 24 MINUTES 19 SECONDS WEST, AN ARC LENGTH OF 87.86 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 00 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 226.43 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET AND A CHORD BEARING OF NORTH 49 DEGREES 04 MINUTES 00 SECONDS EAST, AN ARC LENGTH OF 39.27 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF COUNTRYSIDE PARKWAY; THENCE SOUTH 85 DEGREES 56 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 338.21 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1390.03 FEET AND CHORD BEARING OF SOUTH 60 DEGREES 21 MINUTES 36 SECONDS EAST, AN ARC LENGTH OF 1240.81 FEET TO A POINT DRAWN NORTH 34 DEGREES 47 MINUTES 13 SECONDS WEST, 54.08 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 34 DEGREES 47 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 54.08 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

EXCEPTING THEREFROM: THAT PART TAKEN FOR ROAD PURPOSES BY ORDER

VESTING TITLE ENTERED IN CASE NO. 15-ED-10, CIRCUIT COURT OF KENDALL COUNTY, ILLINOIS, RECORDED OCTOBER 28, 2015 AS DOCUMENT NO. 201500016982.

Notice of Hearing

United City of Yorkville, Illinois Special Service Area Number 2025-01

Notice is Hereby Given that on November 10, 2025 at 7:00 p.m. at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, a hearing will be held by the United City of Yorkville (the “City”) to consider forming a special service area to be called Special Service Area 2025-01 consisting of the following described real property (the “Subject Property) legally described as:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, AND PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF COUNTRYSIDE PARKWAY PER PLAT OF DEDICATION DOCUMENT NO. 2000-00009655, WITH THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE NO. 34 PER DOCUMENT NUMBERS 2002-00008973 AND 2002-00007755; THENCE SOUTH 12 DEGREES 50 MINUTES 13 SECONDS WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. ROUTE NO. 34, 77.16 FEET; THENCE SOUTH 55 DEGREES 12 MINUTES 38 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 976.51 FEET; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1390.00' AND A CHORD BEARING OF SOUTH 67 DEGREES 53 MINUTES 14 SECONDS WEST, AN ARC LENGTH OF 616.39 FEET; THENCE NORTH 67 DEGREES 09 MINUTES 38 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 97.31 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 01 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1.41 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MCHUGH ROAD PER PLAT OF DEDICATION DOCUMENT NO. 2000-00009655; THENCE NORTH 04 DEGREES 07 MINUTES 38 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 183.64 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 460.00 FEET AND A CHORD BEARING OF NORTH 03 DEGREES 01 MINUTES 21 SECONDS EAST, AN ARC LENGTH OF 114.80 FEET; THENCE NORTH 10 DEGREES 10 MINUTES 20 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 300.40 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1040.00 FEET AND A CHORD BEARING OF NORTH 01 DEGREES 38 MINUTES 51 SECONDS EAST, AN ARC LENGTH OF 309.47 FEET; THENCE NORTH 06 DEGREES 52 MINUTES 38 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 250.39 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 460.00 FEET AND A CHORD BEARING OF NORTH 01 DEGREES 24 MINUTES 19 SECONDS WEST, AN ARC LENGTH OF 87.86 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 00 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 226.43 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.00

FEET AND A CHORD BEARING OF NORTH 49 DEGREES 04 MINUTES 00 SECONDS EAST, AN ARC LENGTH OF 39.27 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF COUNTRYSIDE PARKWAY; THENCE SOUTH 85 DEGREES 56 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 338.21 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1390.03 FEET AND CHORD BEARING OF SOUTH 60 DEGREES 21 MINUTES 36 SECONDS EAST, AN ARC LENGTH OF 1240.81 FEET TO A POINT DRAWN NORTH 34 DEGREES 47 MINUTES 13 SECONDS WEST, 54.08 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 34 DEGREES 47 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 54.08 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

EXCEPTING THEREFROM: THAT PART TAKEN FOR ROAD PURPOSES BY ORDER VESTING TITLE ENTERED IN CASE NO. 15-ED-10, CIRCUIT COURT OF KENDALL COUNTY, ILLINOIS, RECORDED OCTOBER 28, 2015 AS DOCUMENT NO. 201500016982.

Permanent Tax Index Number(s): **02-28-227-002; 02-27-101-003**

Common Address: 825 East Veterans Parkway, 801 East Veterans Parkway, 813 East Veterans Parkway, and 837 East Veterans Parkway, Yorkville, Illinois 60560

The approximate location is the northwest corner of US Route 34 (East Veterans Parkway) and East Countryside Parkway in Yorkville.

The general purpose of the formation of the Special Service Area 2025-01 is to provide special governmental services serving the Special Service Area that may include:

- (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; and
- (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; and
- (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and
- (4) the administrative costs incurred by the City in connection with the above (collectively, the "Services") within the Special Service Area.

All interested persons, including all persons owing taxable real property located within Special Service Number 2025-01 will be given an opportunity to be heard and file written objections regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area.

It is proposed that to pay for such Services the City shall levy an annual tax not to exceed \$1.10 for every \$100.00 of equalized assessed value of the property in the Special Service Area to pay the annual cost of providing such Services. The proposed amount of the tax levy for the initial year for which taxes will be levied within the special service area will

not exceed \$1.10 for every \$100.00 of equalized assessed value. No City Special Service Area bonds will be issued.

At the hearing, all interested persons affected by the formation of such Special Service Area, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the Mayor and City Council without notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy of an annual tax in the area, no such area may be created, or no such levy may be made within the next two years.

Dated this 17th day of October 2025.

Jori Behland
City Clerk



Ordinance No. 2025-_____

**AN ORDINANCE ESTABLISHING THE SPECIAL SERVICE AREA NUMBER 2025-01
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND
PROVIDING FOR OTHER PROCEDURES IN CONNECTION THEREWITH
(Costco)**

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

WHEREAS, pursuant to the provisions of Section 7(6) of Article VII of the 1970 Constitution of the State of Illinois, the City is authorized to create special service areas in and for the City that are further established “in the manner provided by law;” and

WHEREAS, pursuant to the provisions of the Illinois Special Service Area Tax Law (35 ILCS 200/27-5 *et seq.*) and the Property Tax Code (35 ILCS 200/1-1 *et seq.*) the City may establish special service areas to levy taxes in order to pay for the provision of special services to areas within the boundaries of the City; and

WHEREAS, the owner of record (the “Owner”) of the real property hereinafter described (the “Subject Territory”) has been approved for a commercial development consisting of two parcels of approximately 34 acres in size, that by City ordinance must provide for a backup mechanism for payment of any and all costs of continued maintenance, repair and reconstruction of the storm water detention areas serving the Subject Territory; and

WHEREAS, it is in the public interest that a special service area be established for the Subject Territory for the purposes set forth herein and to be known as Special Service Area 2025-01.

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

Section 1. Establishment. That it is in the public interest that Special Service Area 2025-01 is hereby established as a special service area for the purposes set forth herein and consisting of the Subject Territory that is legally described and that contains the Property Index Numbers as stated in *Exhibit A*, attached hereto and made a part hereof by reference.

Section 2. Area. That said Subject Territory is a commercial development consisting of two parcels of approximately 34 acres in size, upon which exists a stormwater management basin. The Subject Territory is totally within the corporate limits of the City and an accurate map of the property within the Special Service Area 2025-01 is attached hereto and made a part hereof as *Exhibit B*.

Section 3. Purpose. That said Subject Territory will benefit specifically from the municipal services to be provided and that such services are in addition to those municipal services provided to the City as a whole, and unique and in the best interests of Special Service Area 2025-01. The City's levy of special taxes against said Subject Territory shall be to provide a backup mechanism for payment of any and all costs of continued maintenance, repair and reconstruction of the storm water systems in the event that the Owner has failed to do so. The special governmental services for the Special Service Area may include:

- (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; and
- (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; and

- (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and
- (4) the administrative costs incurred by the City in connection with the above (collectively the “Services”) within the Special Service Area

Section 4. Public Hearing. A public hearing was held on November 10, 2025 at 7:00 p.m. at the City Municipal Building at 651 Prairie Point Drive, Yorkville, Illinois, to consider the creation of Special Service Area 2025-01, in the Subject Territory and to consider the levy of an annual tax as further described in Section 7.

Section 5. Notice of Public Hearing. Notice of the hearing, attached hereto as *Exhibit C*, was published at least once not less than fifteen (15) days prior to the public hearing specified in Section 4 above, in a newspaper of general circulation in the City. In addition, notice was given by United States Certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on the Subject Territory within the proposed special service area. This notice was mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice was sent to the person last listed on the tax rolls prior to that year as the taxpayer of record.

Section 6. Objectors. That the Owner and all taxpayers of record owning taxable real property located within Special Service Area 2025-01, were heard at the public hearing held on November 10, 2025. That no objections were filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area 2025-01 or the levy of an annual tax in Special Service Area 2025-01.

Section 7. Tax. That there shall be levied in such years as the corporate authorities may hereafter determine to be appropriate, a direct annual tax that in the initial year shall not exceed

\$1.10 for every \$100.00 of equalized assessed value of property in the Special Service Area 2025-01 and the maximum rate of such taxes to be extended in any year within the Subject Territory shall not exceed \$1.10 for every \$100.00 of equalized assessed value to pay the annual cost of providing the special services described above that shall be in addition to all other taxes permitted by law.

Section 8. Recording. The City Clerk shall file within 30 days of the adoption of this Ordinance a certified copy of the Ordinance, including Exhibits A, B and C, with the County Clerk of Kendall County and with the Kendall County Recorder's Office.

Section 9. Effective Date. This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form as provided by law.

[Remainder of page intentionally blank; roll call vote follows]

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

CITY CLERK

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 4 AND PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5, THENCE SOUTH 89 DEGREE 40 MINUTES 05 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 655.52 FEET TO THE TANGENT CENTER LINE OF ILLINOIS STATE ROUTE NO. 47 EXTENDED FROM THE SOUTH; THENCE SOUTH 1 DEGREE 44 MINUTES 07 SECONDS EAST ALONG SAID TANGENT CENTER LINE AND SAID TANGENT CENTER LINE EXTENDED 3511.16 FEET; THENCE NORTH 89 DEGREE 29 MINUTES 40 SECONDS EAST 548.60 FEET (THIS POINT HEREINAFTER REFERRED TO AS POINT "A"); THENCE SOUTH 89 DEGREE 29 MINUTES 40 SECONDS WEST ALONG THE LAST DESCRIBED COURSE 548.60 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 47 AFORESAID; THENCE SOUTH 1 DEGREE 44 MINUTES 07 SECONDS EAST ALONG SAID CENTER LINE 920.01 FEET TO A POINT ON SAID CENTER LINE 4431.17 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5, AS MEASURED ALONG SAID TANGENT CENTER LINE AND SAID TANGENT CENTER LINE EXTENDED, FOR THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREE 56 MINUTES 07 SECONDS EAST 593.08 FEET TO A LINE DRAWN SOUTH 4 DEGREE 21 MINUTES 07 SECONDS EAST FROM SAID POINT A; THENCE SOUTH 4 DEGREE 21 MINUTES 07 SECONDS EAST ALONG SAID LINE 482.85 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE WESTERLY ALONG SAID CENTER LINE 589.32 FEET TO THE CENTER LINE OF SAID ILLINOIS STATE ROUTE NO. 47; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID ROUTE 47, 596.73 FEET TO THE POINT OF BEGINNING, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS,

(1) Excepting therefrom LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED JUNE 15, 2017 AS DOCUMENT NO. 201700009111,

and

(2) Excepting therefrom LAND CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED MARCH 17, 2011 AS DOCUMENT NO. 20110004835.

Permanent Tax Index Number(s): **02-28-227-002; 02-27-101-003**

Common Addresses: 825 East Veterans Parkway, Yorkville, Illinois 60560
801 East Veterans Parkway, Yorkville, Illinois 60560
813 East Veterans Parkway, Yorkville, Illinois 60560
837 East Veterans Parkway, Yorkville, Illinois 60560

EXHIBIT B
MAP



COSTCO

United City of Yorkville, Illinois

Date: July 29, 2025

Data: Kendall County



EXHIBIT C
Public Hearing Notice

Notice of Hearing

United City of Yorkville, Illinois
Special Service Area Number 2025-01

Notice is Hereby Given that on November 10, 2025 at 7:00 p.m. at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, a hearing will be held by the United City of Yorkville (the “City”) to consider forming a special service area to be called Special Service Area 2025-01 consisting of the following described real property (the “Subject Property) legally described as:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, AND PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF COUNTRYSIDE PARKWAY PER PLAT OF DEDICATION DOCUMENT NO. 2000-00009655, WITH THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE NO. 34 PER DOCUMENT NUMBERS 2002-00008973 AND 2002-00007755; THENCE SOUTH 12 DEGREES 50 MINUTES 13 SECONDS WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. ROUTE NO. 34, 77.16 FEET; THENCE SOUTH 55 DEGREES 12 MINUTES 38 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 976.51 FEET; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1390.00' AND A CHORD BEARING OF SOUTH 67 DEGREES 53 MINUTES 14 SECONDS WEST, AN ARC LENGTH OF 616.39 FEET; THENCE NORTH 67 DEGREES 09 MINUTES 38 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 97.31 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 01 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1.41 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MCHUGH ROAD PER PLAT OF DEDICATION DOCUMENT NO. 2000-00009655; THENCE NORTH 04 DEGREES 07 MINUTES 38 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 183.64 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 460.00 FEET AND A CHORD BEARING OF NORTH 03 DEGREES 01 MINUTES 21 SECONDS EAST, AN ARC LENGTH OF 114.80 FEET; THENCE NORTH 10 DEGREES 10 MINUTES 20 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 300.40 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1040.00 FEET AND A CHORD BEARING OF NORTH 01 DEGREES 38 MINUTES 51 SECONDS EAST, AN ARC LENGTH OF 309.47 FEET; THENCE NORTH 06 DEGREES 52 MINUTES 38 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 250.39 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 460.00 FEET AND A CHORD BEARING OF NORTH 01 DEGREES 24 MINUTES 19 SECONDS WEST, AN ARC LENGTH OF 87.86 FEET;

THENCE NORTH 04 DEGREES 04 MINUTES 00 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 226.43 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET AND A CHORD BEARING OF NORTH 49 DEGREES 04 MINUTES 00 SECONDS EAST, AN ARC LENGTH OF 39.27 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF COUNTRYSIDE PARKWAY; THENCE SOUTH 85 DEGREES 56 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 338.21 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1390.03 FEET AND CHORD BEARING OF SOUTH 60 DEGREES 21 MINUTES 36 SECONDS EAST, AN ARC LENGTH OF 1240.81 FEET TO A POINT DRAWN NORTH 34 DEGREES 47 MINUTES 13 SECONDS WEST, 54.08 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 34 DEGREES 47 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 54.08 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

EXCEPTING THEREFROM: THAT PART TAKEN FOR ROAD PURPOSES BY ORDER VESTING TITLE ENTERED IN CASE NO. 15-ED-10, CIRCUIT COURT OF KENDALL COUNTY, ILLINOIS, RECORDED OCTOBER 28, 2015 AS DOCUMENT NO. 201500016982.

Permanent Tax Index Number(s): **02-28-227-002; 02-27-101-003**

Common Address: 825 East Veterans Parkway, 801 East Veterans Parkway, 813 East Veterans Parkway, and 837 East Veterans Parkway, Yorkville, Illinois 60560

The approximate location is the northwest corner of US Route 34 (East Veterans Parkway) and East Countryside Parkway in Yorkville.

The general purpose of the formation of the Special Service Area 2025-01 is to provide special governmental services serving the Special Service Area that may include:

- (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; and
- (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; and
- (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and
- (4) the administrative costs incurred by the City in connection with the above (collectively, the "Services") within the Special Service Area.

All interested persons, including all persons owing taxable real property located within Special Service Number 2025-01 will be given an opportunity to be heard and file written objections regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area.

It is proposed that to pay for such Services the City shall levy an annual tax not to exceed \$1.10 for every \$100.00 of equalized assessed value of the property in the Special Service Area to pay the annual cost of providing such Services. The proposed amount of the tax levy for the initial

year for which taxes will be levied within the special service area will not exceed \$1.10 for every \$100.00 of equalized assessed value. No City Special Service Area bonds will be issued.

At the hearing, all interested persons affected by the formation of such Special Service Area, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the Mayor and City Council without notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy of an annual tax in the area, no such area may be created, or no such levy may be made within the next two years.

Dated this 17th day of October 2025.



Jori Behland
City Clerk



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

Agenda Item Number

Public Hearing #3

Tracking Number

CC 2025-73

Agenda Item Summary Memo

Title: 2025 Tax Levy Estimate

Meeting and Date: City Council – November 10, 2025

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: CC – 10/28/25 Action Taken: Approval of Tax Levy Estimate

Item Number: CC 2025-73

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:



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)

**PUBLIC NOTICE OF
PROPOSED PROPERTY TAX LEVY
FOR THE UNITED CITY OF YORKVILLE**

I. A public hearing to approve a proposed property tax levy increase by THE UNITED CITY OF YORKVILLE for 2025 will be held November 10, 2025 at 7:00 P.M. at the City Council Chambers, 651 Prairie Pointe Drive, Yorkville, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Bart Olson, City Administrator, or Jori Contrino, City Clerk, 651 Prairie Pointe Drive, Yorkville, Illinois (630) 553-4350.

II. The corporate and special purpose property taxes extended for 2024 were \$5,119,047.

The proposed corporate and special purpose property taxes to be levied for 2025 are \$5,726,693. This represents a 11.87% increase over the previous year.

III. The property taxes extended for debt service and public building commission leases for 2024 were \$0.

The estimated property taxes to be levied for debt service and public building commission leases for 2025 are \$0. This represents a 0.00% increase over the previous year.

IV. The total property taxes extended or abated for 2024 were \$5,126,122.

The estimated total property taxes to be levied for 2025 are \$5,726,693. This represents a 11.72% increase over the previous year.

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%	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	0.13104	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

2025 Tax Levy - Public Hearing

(Limiting Rate Applied to City & Library)

	<u>2023 Requested</u>		<u>2023 Extended</u>			<u>2024 Requested</u>		<u>2024 Extended</u>		<u>2025</u>		<u>% Change over</u>	<u>\$ Change over</u>	
										<u>Levy Request</u>	<u>Prior Yr Ext.</u>	<u>Prior Yr Ext.</u>		
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
<i>City (excluding D/S & Rev Rec)</i>	<i>\$</i>	<i>3,880,669</i>	<i>\$</i>	<i>3,880,967</i>	<i>City (excluding D/S & Rev Rec)</i>	<i>\$</i>	<i>4,051,430</i>	<i>\$</i>	<i>4,051,864</i>	<i>City (excluding D/S & Rev Rec)</i>	<i>\$</i>	<i>4,188,570</i>	<i>3.38%</i>	<i>\$ 137,140</i>
<i>Lib (excluding D/S & Rev Rec)</i>		<i>1,192,336</i>		<i>989,531</i>	<i>Lib (excluding D/S & Rev Rec)</i>		<i>1,377,422</i>		<i>1,067,182</i>	<i>Lib (excluding D/S & Rev Rec)</i>		<i>1,538,123</i>	<i>11.67%</i>	<i>160,701</i>

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

2025 Tax Levy - Estimated CPI and New Construction Increments

(Limiting Rate Applied to City & Library)

	<u>2023 Requested</u>		<u>2023 Extended</u>			<u>2024 Requested</u>		<u>2024 Extended</u>		<u>2025</u>		<u>% Change over</u>	<u>\$ Change over</u>	
										<u>Levy Request</u>	<u>Prior Yr Ext.</u>	<u>Prior Yr Ext.</u>		
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)
<i>City (excluding D/S & Rev Rec)</i>	<i>\$</i>	<i>3,880,669</i>	<i>\$</i>	<i>3,880,967</i>	<i>City (excluding D/S & Rev Rec)</i>	<i>\$</i>	<i>4,051,430</i>	<i>\$</i>	<i>4,051,864</i>	<i>City (excluding D/S & Rev Rec)</i>	<i>\$</i>	<i>4,282,693</i>	<i>5.71%</i>	<i>\$ 231,263</i>
<i>Lib (excluding D/S & Rev Rec)</i>		<i>1,192,336</i>		<i>989,531</i>	<i>Lib (excluding D/S & Rev Rec)</i>		<i>1,377,422</i>		<i>1,067,182</i>	<i>Lib (excluding D/S & Rev Rec)</i>		<i>1,127,974</i>	<i>-18.11%</i>	<i>(249,448)</i>

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)

	<u>2023 Rate</u>	<u>% Change over Prior</u>		<u>2024 Rate</u>	<u>% Change over Prior</u>		<u>2025</u>	<u>% Change over Prior</u>	<u>\$ Change</u>
	<u>Setting EAV</u>	<u>Yr EAV</u>		<u>Setting EAV</u>	<u>Yr EAV</u>		<u>Estimated EAV</u>	<u>Yr EAV</u>	
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

	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2025</u>	<u>2025</u>	<u>% Change over</u>	<u>\$ Change over</u>
	<u>Rate</u>	<u>Levy Request</u>	<u>Levy Extension</u>	<u>Rate</u>	<u>Levy Request</u>	<u>Levy Extension</u>	<u>Rate</u>	<u>Levy Request</u>	<u>Prior Yr Ext.</u>	<u>Prior Yr Ext.</u>
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

2025 Tax Levy - Estimated New Construction Increment Only

(Limiting Rate Applied to City & Library)

	<u>2023 Requested</u>	<u>2023 Extended</u>		<u>2024 Requested</u>	<u>2024 Extended</u>		<u>2025</u>	<u>% Change over</u>	<u>\$ Change over</u>
							<u>Levy Request</u>	<u>Prior Yr Ext.</u>	<u>Prior Yr Ext.</u>
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	<u>864,000</u>	<u>864,071</u>	Library Debt Service	<u>-</u>	<u>-</u>	Library Debt Service	<u>-</u>	<u>-</u>	<u>-</u>
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	<u>864,000</u>	<u>910,344</u>	less B&I / Rev Recapture	<u>-</u>	<u>7,075</u>	less B&I / Rev Recapture	<u>-</u>	<u>-</u>	<u>-</u>
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)
<i>City (excluding D/S & Rev Rec)</i>	<i>\$ 3,880,669</i>	<i>\$ 3,880,967</i>	<i>City (excluding D/S & Rev Rec)</i>	<i>\$ 4,051,430</i>	<i>\$ 4,051,864</i>	<i>City (excluding D/S & Rev Rec)</i>	<i>\$ 4,165,189</i>	<i>2.81%</i>	<i>\$ 113,759</i>
<i>Lib (excluding D/S & Rev Rec)</i>	<i>1,192,336</i>	<i>989,531</i>	<i>Lib (excluding D/S & Rev Rec)</i>	<i>1,377,422</i>	<i>1,067,182</i>	<i>Lib (excluding D/S & Rev Rec)</i>	<i>1,097,026</i>	<i>-20.36%</i>	<i>(280,396)</i>

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

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



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.

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

Tax Computation Report Kendall County

Exhibit E

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 TRANSFER	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:

E-Mail Address:

Phone Number:

Fax Number:

Finance Director
afred@vcyv.org
630 553 8534
630 553 7575

**Tax Computation Report
Kendall County**

Exhibit E - continued

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:

E-Mail Address:

Phone Number:

Fax Number:

Finance Director
rfredrickson@yorkville.il.us
630-553-8534
630-553-7575

Actuarial Valuation

City of Yorkville

Yorkville Police Pension Fund

As of May 1, 2025

For the Year Ending April 30, 2026



Table of Contents

SUMMARY OF PRINCIPAL VALUATION RESULTS		SECTION 1
Contributions.....	1	
Statutory Minimum Funding Cost Elements.....	1	
Funding Policy Actuarially Determined Contribution Cost Elements.....	2	
Contribution to Avoid Negative Funding.....	2	
Financial Thumbnail Ratios.....	2	
Plan Maturity Measures.....	3	
Participant Data Summary.....	3	
VALUATION RESULTS		SECTION 2
Significant Events, Risk Disclosures and Issues Influencing Valuation Results.....	4	
Actuarial Certification.....	8	
FINANCIAL AND ACTUARIAL EXHIBITS		SECTION 3
Exhibit 1 - Statement of Market Assets Available for Benefits.....	9	
Exhibit 2 - Statement of Changes in Net Assets Available for Benefits.....	10	
Exhibit 3 - Determination of the Actuarial Value of Assets.....	11	
Exhibit 4 - Determination of Statutory Minimum Required Annual Contribution.....	12	
Exhibit 5 - Determination of Funding Policy Annual Contribution.....	13	
Exhibit 6 - Determination of Contribution Required to Prevent Negative Funding.....	13	
Exhibit 7 - Summary of Participant Data as of May 1, 2025.....	14	
SUMMARY OF PRINCIPAL PLAN PROVISIONS		SECTION 4
Definitions.....	15	
Pension (3-111).....	15	
Pension to Survivors (3-112).....	16	
Disability Pension Line of Duty (3-114.1).....	17	
Disability Pension Not on Duty (3-114.2).....	17	
Other Provisions.....	17	
Glossary of Terms.....	18	
SUMMARY OF ACTUARIAL ASSUMPTIONS AND COST METHODS		SECTION 5
Nature of Actuarial Calculations.....	20	
Assumptions.....	20	
Asset Valuation Methods.....	21	
Actuarial Cost Methods.....	21	
Low-Default-Risk Obligation Measure.....	22	

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	Item	Current Valuation as of 5/1/2025	Prior Year Valuation as of 5/1/2024
<p><i>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.</i></p> <p><i>Other contribution amounts are shown including Funding Policy Contribution and the contribution required to prevent negative funding.</i></p>	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%)
	<i>() amounts expressed as a percentage of payroll</i>		

STATUTORY MINIMUM FUNDING COST ELEMENTS	Item	Current Valuation as of 5/1/2025	Prior Year Valuation as of 5/1/2024
<p><i>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.</i></p>	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	Item	Current Valuation as of 5/1/2025	Prior Year Valuation as of 5/1/2024
<p><i>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.</i></p>	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	Item	Current Valuation as of 5/1/2025	Prior Year Valuation as of 5/1/2024
<p><i>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.</i></p>	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	Tests	5/1/2025 Valuation	5/1/2024 Valuation
<p><i>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.</i></p> <p><i>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.</i></p>	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	Tests	5/1/2025 Valuation	5/1/2024 Valuation
<p><i>This chart includes financial relationship measures which are meant to help understand the risks associated with the plan.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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%.</i></p> <p><i>The Support Ratio (Actives: Retirees). A number less than 1 indicates a more mature plan.</i></p>	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	Item	Current Year Valuation as of 5/1/2025			Prior Year Valuation as of 5/1/2024		
		<u>Tier 1</u>	<u>Tier 2</u>	<u>Total</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Total</u>
<p><i>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.</i></p>	Active Members						
	Vested	11	5	16	12	5	17
	Non-Vested	<u>0</u>	<u>17</u>	<u>17</u>	<u>0</u>	<u>16</u>	<u>16</u>
	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	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	Total	28	26	54	29	24	53

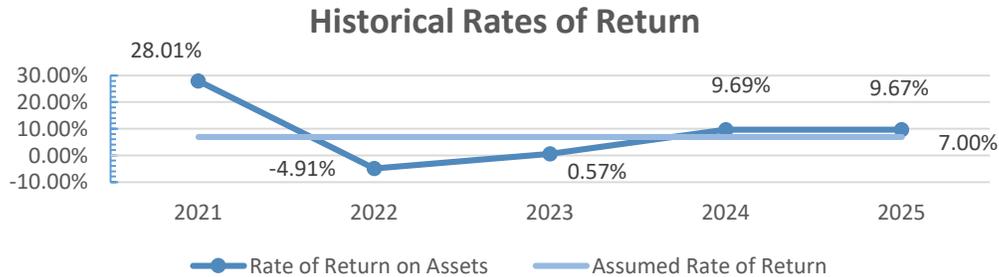
SECTION 2 - VALUATION RESULTS

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

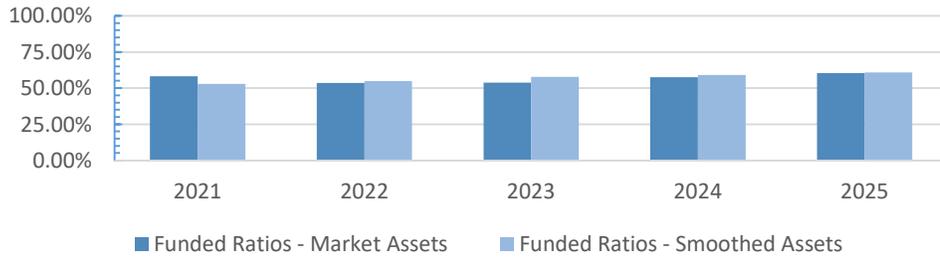
Funded Status

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.

Funded Percentages



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 LDRM 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 LDRM 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.

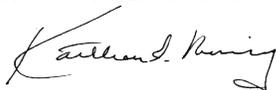
This valuation report has been prepared at the request of City of Yorkville to assist in administering the Plan and meeting specified financial and accounting requirements. This valuation report may not otherwise be copied or reproduced in any form without the consent of the Fund sponsor and may only 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	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)	<u>\$ 18,691,248</u>	<u>\$ 16,897,571</u>
2. Liabilities:		
a. Expenses Payable	\$ 0	\$ 0
b. Liability for benefits due and unpaid	0	0
c. Other Liabilities	0	0
d. Total Liabilities	<u>\$ 0</u>	<u>\$ 0</u>
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

Smoothed vs Market Assets

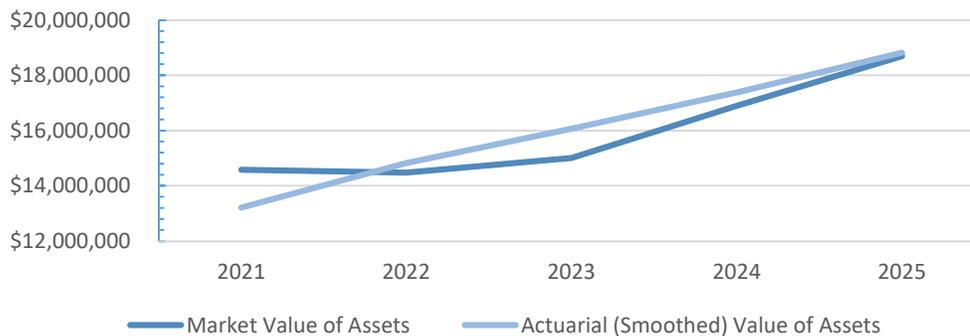


Exhibit 4 - Determination of the Statutory Minimum Required Contribution

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	<u>1,755,509</u>	<u>97,831</u>	<u>951,467</u>
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	<u>0</u>		<u>0</u>
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	<u>1,755,509</u>	<u>111,762</u>	<u>594,140</u>
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	<u>0</u>		<u>0</u>
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		
	<u>Tier 1</u>	<u>Tier 2</u>	<u>Total</u>
Active Members			
Vested	11	5	16
Non-Vested	<u>0</u>	<u>17</u>	<u>17</u>
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	<u>0</u>	<u>0</u>	<u>0</u>
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*.

GLOSSARY (Continued)

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	<p>PubS-2010 base rates projected generationally with Scale MP2021.</p> <p>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.</p>	<p>PubS-2010 base rates projected generationally with Scale MP2021.</p> <p>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.</p>																																																																																																																																																																																																
Retirement	<p>Rates of retirement for all ages are:</p> <p><u>Tier 1</u></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Age</u></th> <th></th> <th style="text-align: center;"><u>Age</u></th> <th></th> </tr> </thead> <tbody> <tr><td style="text-align: center;">50</td><td style="text-align: center;">20.00%</td><td style="text-align: center;">61</td><td style="text-align: center;">25.00%</td></tr> <tr><td style="text-align: center;">51</td><td style="text-align: center;">20.00%</td><td style="text-align: center;">62</td><td style="text-align: center;">25.00%</td></tr> <tr><td style="text-align: center;">52</td><td style="text-align: center;">20.00%</td><td style="text-align: center;">63</td><td style="text-align: center;">33.00%</td></tr> <tr><td style="text-align: center;">53</td><td style="text-align: center;">20.00%</td><td style="text-align: center;">64</td><td style="text-align: center;">40.00%</td></tr> <tr><td style="text-align: center;">54</td><td style="text-align: center;">20.00%</td><td style="text-align: center;">65</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">55</td><td style="text-align: center;">25.00%</td><td style="text-align: center;">66</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">56</td><td style="text-align: center;">25.00%</td><td style="text-align: center;">67</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">57</td><td style="text-align: center;">25.00%</td><td style="text-align: center;">68</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">58</td><td style="text-align: center;">25.00%</td><td style="text-align: center;">69</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">59</td><td style="text-align: center;">25.00%</td><td style="text-align: center;">70</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">60</td><td style="text-align: center;">25.00%</td><td></td><td></td></tr> </tbody> </table> <p><u>Tier 2</u></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Age</u></th> <th></th> <th style="text-align: center;"><u>Age</u></th> <th></th> </tr> </thead> <tbody> <tr><td style="text-align: center;">50</td><td style="text-align: center;">5.00%</td><td style="text-align: center;">61</td><td style="text-align: center;">25.00%</td></tr> <tr><td style="text-align: center;">51</td><td style="text-align: center;">5.00%</td><td style="text-align: center;">62</td><td style="text-align: center;">25.00%</td></tr> <tr><td style="text-align: center;">52</td><td style="text-align: center;">5.00%</td><td style="text-align: center;">63</td><td style="text-align: center;">33.00%</td></tr> <tr><td style="text-align: center;">53</td><td style="text-align: center;">5.00%</td><td style="text-align: center;">64</td><td style="text-align: center;">40.00%</td></tr> <tr><td style="text-align: center;">54</td><td style="text-align: center;">5.00%</td><td style="text-align: center;">65</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">55</td><td style="text-align: center;">40.00%</td><td style="text-align: center;">66</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">56</td><td style="text-align: center;">25.00%</td><td style="text-align: center;">67</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">57</td><td style="text-align: center;">25.00%</td><td style="text-align: center;">68</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">58</td><td style="text-align: center;">25.00%</td><td style="text-align: center;">69</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">59</td><td style="text-align: center;">25.00%</td><td style="text-align: center;">70</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">60</td><td style="text-align: center;">25.00%</td><td></td><td></td></tr> </tbody> </table>	<u>Age</u>		<u>Age</u>		50	20.00%	61	25.00%	51	20.00%	62	25.00%	52	20.00%	63	33.00%	53	20.00%	64	40.00%	54	20.00%	65	100%	55	25.00%	66	100%	56	25.00%	67	100%	57	25.00%	68	100%	58	25.00%	69	100%	59	25.00%	70	100%	60	25.00%			<u>Age</u>		<u>Age</u>		50	5.00%	61	25.00%	51	5.00%	62	25.00%	52	5.00%	63	33.00%	53	5.00%	64	40.00%	54	5.00%	65	100%	55	40.00%	66	100%	56	25.00%	67	100%	57	25.00%	68	100%	58	25.00%	69	100%	59	25.00%	70	100%	60	25.00%			<p>Rates of retirement for all ages are:</p> <p><u>Tier 1</u></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Age</u></th> <th></th> <th style="text-align: center;"><u>Age</u></th> <th></th> </tr> </thead> <tbody> <tr><td style="text-align: center;">50</td><td style="text-align: center;">20.00%</td><td style="text-align: center;">61</td><td style="text-align: center;">25.00%</td></tr> <tr><td style="text-align: center;">51</td><td style="text-align: center;">20.00%</td><td style="text-align: center;">62</td><td style="text-align: center;">25.00%</td></tr> <tr><td style="text-align: center;">52</td><td style="text-align: center;">20.00%</td><td style="text-align: center;">63</td><td style="text-align: center;">33.00%</td></tr> <tr><td style="text-align: center;">53</td><td style="text-align: center;">20.00%</td><td style="text-align: center;">64</td><td style="text-align: center;">40.00%</td></tr> <tr><td style="text-align: center;">54</td><td style="text-align: center;">20.00%</td><td style="text-align: center;">65</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">55</td><td style="text-align: center;">25.00%</td><td style="text-align: center;">66</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">56</td><td style="text-align: center;">25.00%</td><td style="text-align: center;">67</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">57</td><td style="text-align: center;">25.00%</td><td style="text-align: center;">68</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">58</td><td style="text-align: center;">25.00%</td><td style="text-align: center;">69</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">59</td><td style="text-align: center;">25.00%</td><td style="text-align: center;">70</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">60</td><td style="text-align: center;">25.00%</td><td></td><td></td></tr> </tbody> </table> <p><u>Tier 2</u></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Age</u></th> <th></th> <th style="text-align: center;"><u>Age</u></th> <th></th> </tr> </thead> <tbody> <tr><td style="text-align: center;">50</td><td style="text-align: center;">5.00%</td><td style="text-align: center;">61</td><td style="text-align: center;">25.00%</td></tr> <tr><td style="text-align: center;">51</td><td style="text-align: center;">5.00%</td><td style="text-align: center;">62</td><td style="text-align: center;">25.00%</td></tr> <tr><td style="text-align: center;">52</td><td style="text-align: center;">5.00%</td><td style="text-align: center;">63</td><td style="text-align: center;">33.00%</td></tr> <tr><td style="text-align: center;">53</td><td style="text-align: center;">5.00%</td><td style="text-align: center;">64</td><td style="text-align: center;">40.00%</td></tr> <tr><td style="text-align: center;">54</td><td style="text-align: center;">5.00%</td><td style="text-align: center;">65</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">55</td><td style="text-align: center;">40.00%</td><td style="text-align: center;">66</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">56</td><td style="text-align: center;">25.00%</td><td style="text-align: center;">67</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">57</td><td style="text-align: center;">25.00%</td><td style="text-align: center;">68</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">58</td><td style="text-align: center;">25.00%</td><td style="text-align: center;">69</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">59</td><td style="text-align: center;">25.00%</td><td style="text-align: center;">70</td><td style="text-align: center;">100%</td></tr> <tr><td style="text-align: center;">60</td><td style="text-align: center;">25.00%</td><td></td><td></td></tr> </tbody> </table>	<u>Age</u>		<u>Age</u>		50	20.00%	61	25.00%	51	20.00%	62	25.00%	52	20.00%	63	33.00%	53	20.00%	64	40.00%	54	20.00%	65	100%	55	25.00%	66	100%	56	25.00%	67	100%	57	25.00%	68	100%	58	25.00%	69	100%	59	25.00%	70	100%	60	25.00%			<u>Age</u>		<u>Age</u>		50	5.00%	61	25.00%	51	5.00%	62	25.00%	52	5.00%	63	33.00%	53	5.00%	64	40.00%	54	5.00%	65	100%	55	40.00%	66	100%	56	25.00%	67	100%	57	25.00%	68	100%	58	25.00%	69	100%	59	25.00%	70	100%	60	25.00%		
<u>Age</u>		<u>Age</u>																																																																																																																																																																																																
50	20.00%	61	25.00%																																																																																																																																																																																															
51	20.00%	62	25.00%																																																																																																																																																																																															
52	20.00%	63	33.00%																																																																																																																																																																																															
53	20.00%	64	40.00%																																																																																																																																																																																															
54	20.00%	65	100%																																																																																																																																																																																															
55	25.00%	66	100%																																																																																																																																																																																															
56	25.00%	67	100%																																																																																																																																																																																															
57	25.00%	68	100%																																																																																																																																																																																															
58	25.00%	69	100%																																																																																																																																																																																															
59	25.00%	70	100%																																																																																																																																																																																															
60	25.00%																																																																																																																																																																																																	
<u>Age</u>		<u>Age</u>																																																																																																																																																																																																
50	5.00%	61	25.00%																																																																																																																																																																																															
51	5.00%	62	25.00%																																																																																																																																																																																															
52	5.00%	63	33.00%																																																																																																																																																																																															
53	5.00%	64	40.00%																																																																																																																																																																																															
54	5.00%	65	100%																																																																																																																																																																																															
55	40.00%	66	100%																																																																																																																																																																																															
56	25.00%	67	100%																																																																																																																																																																																															
57	25.00%	68	100%																																																																																																																																																																																															
58	25.00%	69	100%																																																																																																																																																																																															
59	25.00%	70	100%																																																																																																																																																																																															
60	25.00%																																																																																																																																																																																																	
<u>Age</u>		<u>Age</u>																																																																																																																																																																																																
50	20.00%	61	25.00%																																																																																																																																																																																															
51	20.00%	62	25.00%																																																																																																																																																																																															
52	20.00%	63	33.00%																																																																																																																																																																																															
53	20.00%	64	40.00%																																																																																																																																																																																															
54	20.00%	65	100%																																																																																																																																																																																															
55	25.00%	66	100%																																																																																																																																																																																															
56	25.00%	67	100%																																																																																																																																																																																															
57	25.00%	68	100%																																																																																																																																																																																															
58	25.00%	69	100%																																																																																																																																																																																															
59	25.00%	70	100%																																																																																																																																																																																															
60	25.00%																																																																																																																																																																																																	
<u>Age</u>		<u>Age</u>																																																																																																																																																																																																
50	5.00%	61	25.00%																																																																																																																																																																																															
51	5.00%	62	25.00%																																																																																																																																																																																															
52	5.00%	63	33.00%																																																																																																																																																																																															
53	5.00%	64	40.00%																																																																																																																																																																																															
54	5.00%	65	100%																																																																																																																																																																																															
55	40.00%	66	100%																																																																																																																																																																																															
56	25.00%	67	100%																																																																																																																																																																																															
57	25.00%	68	100%																																																																																																																																																																																															
58	25.00%	69	100%																																																																																																																																																																																															
59	25.00%	70	100%																																																																																																																																																																																															
60	25.00%																																																																																																																																																																																																	

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: <u>Years of Service</u> 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: <u>Years of Service</u> 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: <u>Age</u> 25 0.03% 40 0.40% 50 0.68% 55 0.86% <i>60% of disabilities are assumed to occur in the line of duty</i>	Rates of disability are based upon age only. Sample rates for selected ages are: <u>Age</u> 25 0.03% 40 0.40% 50 0.68% 55 0.86% <i>60% of disabilities are assumed to occur in the line of duty</i>
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	<input type="checkbox"/>
Finance	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – November 10, 2025

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

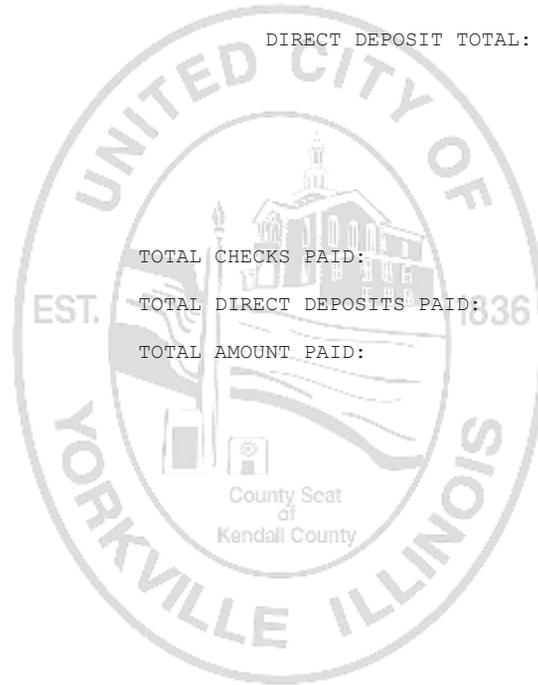
Council Action Requested: Approval

Submitted by: Amy Simmons Finance
Name Department

Agenda Item Notes:

INVOICES DUE ON/BEFORE 10/24/2025

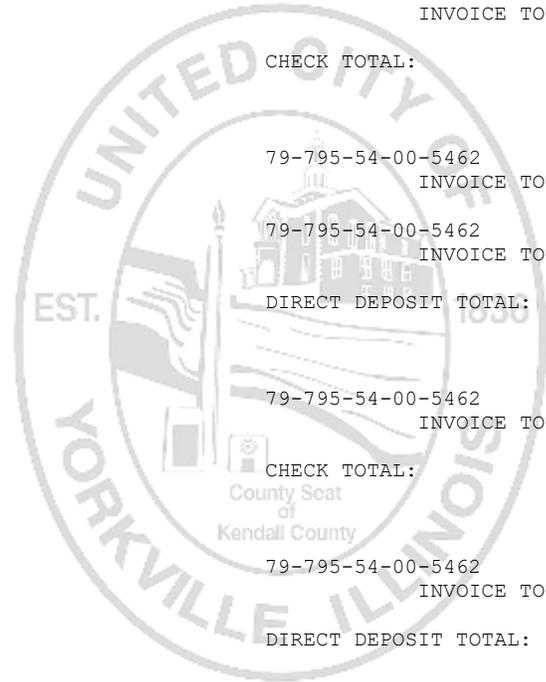
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004500	OLEARYC CYNTHIA O'LEARY						
	REC SOCCER FALL 2025	10/18/25	01	FALL SOCCER ASSIGNING FEE	79-795-54-00-5462		552.00
						INVOICE TOTAL:	552.00 *
	YORKVILLE REC BB/SB-	10/18/25	01	FALL SB/BB ASSIGNING FEE	79-795-54-00-5462		1,548.00
						INVOICE TOTAL:	1,548.00 *
	YORKVILLE REC KICKBA	10/18/25	01	FALL KICKBALL ASSIGNING FEE	79-795-54-00-5462		96.00
						INVOICE TOTAL:	96.00 *
						DIRECT DEPOSIT TOTAL:	2,196.00
						TOTAL CHECKS PAID:	0.00
						TOTAL DIRECT DEPOSITS PAID:	2,196.00
						TOTAL AMOUNT PAID:	2,196.00



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

INVOICES DUE ON/BEFORE 10/24/2025

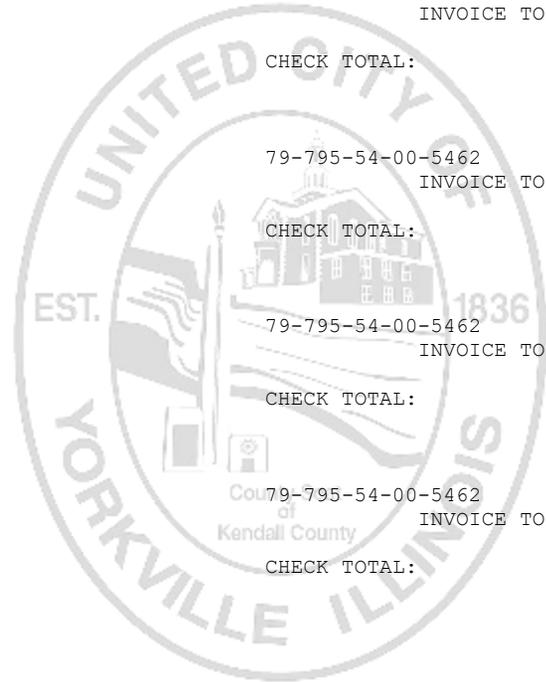
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004491	AGUILARJ JOSE GONZALO AGUILAR						
	101125	10/11/25	01	REFEREE	79-795-54-00-5462		200.00
						INVOICE TOTAL:	200.00 *
						DIRECT DEPOSIT TOTAL:	200.00
543816	BEEBED DAVID BEEBE						
	101125-101425	10/14/25	01	UMPIRE	79-795-54-00-5462		225.00
						INVOICE TOTAL:	225.00 *
						CHECK TOTAL:	225.00
D004492	BOOKERR ROBERT G. BOOKER						
	101525	10/15/25	01	UMPIRE	79-795-54-00-5462		30.00
						INVOICE TOTAL:	30.00 *
	101725	10/17/25	01	UMPIRE	79-795-54-00-5462		55.00
						INVOICE TOTAL:	55.00 *
						DIRECT DEPOSIT TOTAL:	85.00
543817	CALHOUNC CAMDEN CALHOUN						
	101125	10/11/25	01	UMPIRE	79-795-54-00-5462		165.00
						INVOICE TOTAL:	165.00 *
						CHECK TOTAL:	165.00
D004493	CHAPMANJ JACOB CHAPMAN						
	101125	10/11/25	01	REFEREE	79-795-54-00-5462		150.00
						INVOICE TOTAL:	150.00 *
						DIRECT DEPOSIT TOTAL:	150.00



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

INVOICES DUE ON/BEFORE 10/24/2025

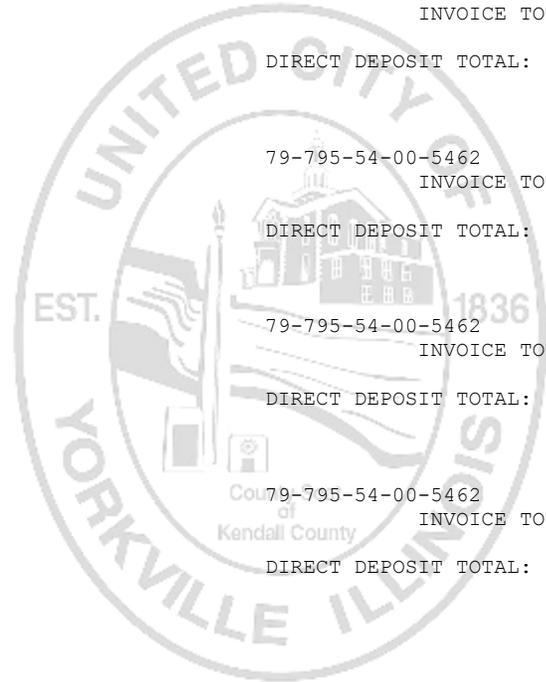
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543818	CONFORTM 101125	MASON CONFORTI 10/11/25	01	UMPIRE	79-795-54-00-5462		150.00 INVOICE TOTAL: 150.00 *
					CHECK TOTAL:		150.00
543819	GERLB 101125-101725	BRETT GERL 10/17/25	01	UMPIRE	79-795-54-00-5462		160.00 INVOICE TOTAL: 160.00 *
					CHECK TOTAL:		160.00
543820	GONZALER 101525	RAYMUNDO GONZALEZ 10/15/25	01	UMPIRE	79-795-54-00-5462		80.00 INVOICE TOTAL: 80.00 *
					CHECK TOTAL:		80.00
543821	JOHNSONG 101325	GREGORY JOHNSON 10/13/25	01	UMPIRE	79-795-54-00-5462		75.00 INVOICE TOTAL: 75.00 *
					CHECK TOTAL:		75.00
543822	KOCURJ 101525	JAXSON KOCUR 10/15/25	01	UMPIRE	79-795-54-00-5462		45.00 INVOICE TOTAL: 45.00 *
					CHECK TOTAL:		45.00
543823	LIPSCOJA	JACOB LIPSCOMB					



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

INVOICES DUE ON/BEFORE 10/24/2025

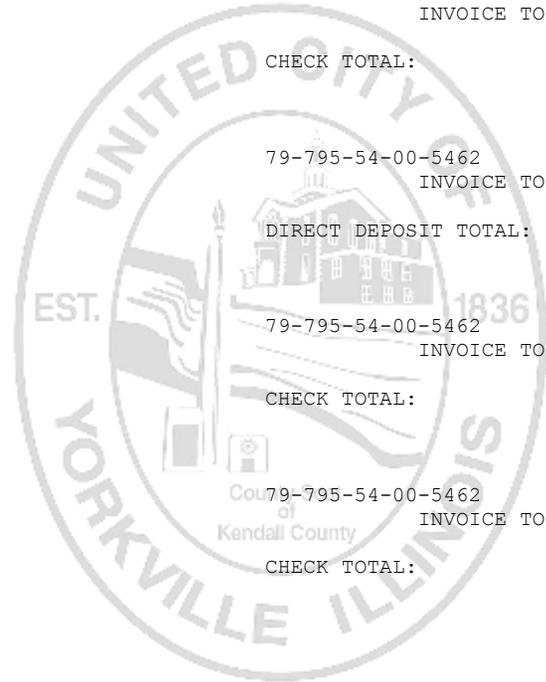
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543823	LIPSCOJA	JACOB LIPSCOMB					
	101125	10/11/25	01	UMPIRE	79-795-54-00-5462		150.00
						INVOICE TOTAL:	150.00 *
						CHECK TOTAL:	150.00
D004494	MACIASR	RYAN MACIAS					
	101125	10/11/25	01	UMPIRE	79-795-54-00-5462		70.00
						INVOICE TOTAL:	70.00 *
						DIRECT DEPOSIT TOTAL:	70.00
D004495	MATSONT	THOMAS MATSON					
	101125	10/11/25	01	UMPIRE	79-795-54-00-5462		135.00
						INVOICE TOTAL:	135.00 *
						DIRECT DEPOSIT TOTAL:	135.00
D004496	MAYNARDL	LAURENCE R. MAYNARD					
	101125	10/11/25	01	UMPIRE	79-795-54-00-5462		45.00
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
D004497	MOORECA	CAMERON MOORE					
	101125	10/11/25	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *
						DIRECT DEPOSIT TOTAL:	100.00
543824	PILKINGP	PAYTON M PILKINGTON					



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

INVOICES DUE ON/BEFORE 10/24/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543824	PILKINGP 101525	PAYTON M PILKINGTON 10/15/25	01	UMPIRE	79-795-54-00-5462		35.00
					INVOICE TOTAL:		35.00 *
					CHECK TOTAL:		35.00
543825	RIETZR 101625	ROBERT L. RIETZ JR. 10/16/25	01	UMPIRE	79-795-54-00-5462		84.00
					INVOICE TOTAL:		84.00 *
					CHECK TOTAL:		84.00
D004498	SANDOVAA 101325	ANTONIO SANDOVAL 10/13/25	01	UMPIRE	79-795-54-00-5462		80.00
					INVOICE TOTAL:		80.00 *
					DIRECT DEPOSIT TOTAL:		80.00
543826	TATET 101125	TOM TATE 10/11/25	01	UMPIRE	79-795-54-00-5462		125.00
					INVOICE TOTAL:		125.00 *
					CHECK TOTAL:		125.00
543827	VOITIKM 101625	MICHAEL VOITIK 10/16/25	01	UMPIRE	79-795-54-00-5462		84.00
					INVOICE TOTAL:		84.00 *
					CHECK TOTAL:		84.00



TOTAL CHECKS PAID: 1,378.00
 TOTAL DIRECT DEPOSITS PAID: 865.00
 TOTAL AMOUNT PAID: 2,243.00

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

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900169	FNBO	FIRST NATIONAL BANK OMAHA			10/25/25		
	102525-A.DENSBERGER	09/30/25	01	WALMART-REFRESHMENTS		01-210-56-00-5620	107.51
			02	ITOA-2025 ANNUAL CONFERENCE		01-210-54-00-5412	780.00
			03	FOR HAYES & SHEPHERD		** COMMENT **	
				INVOICE TOTAL:			887.51 *
	102525-A.ROSA	09/30/25	01	RED WING-SAFETY WORK BOOTS		01-220-56-00-5620	159.99
			02	VALVOLINE-OIL CHANGE, WIPERS,		01-220-54-00-5490	244.74
			03	FILTERS		** COMMENT **	
				INVOICE TOTAL:			404.73 *
	102525-A.ROZBORSKI	09/30/25	01	HOME DEPO-OUTPUT STARTER KIT		01-410-56-00-5630	299.00
			02	FARM & FLEET-PAINT, ROLLERS		01-410-56-00-5620	59.87
			03	MENARDS#092625-CONTRACTOR BAGS		01-410-56-00-5620	27.94
			04	MENARDS#090425-BUG SPRAY, BEE		01-410-56-00-5620	12.95
			05	FOAM		** COMMENT **	
				INVOICE TOTAL:			399.76 *
	102525-A.SIMMONS	09/30/25	01	GOTO-AUG 2025 PHONE SYSTEM		01-110-54-00-5440	181.62
			02	GOTO-AUG 2025 PHONE SYSTEM		01-220-54-00-5440	193.72
			03	GOTO-AUG 2025 PHONE SYSTEM		01-120-54-00-5440	133.19
			04	GOTO-AUG 2025 PHONE SYSTEM		79-795-54-00-5440	193.72
			05	GOTO-AUG 2025 PHONE SYSTEM		01-210-54-00-5440	968.62
			06	NICOR-8/4-9/3 651 PP		01-110-54-00-5480	158.49
			07	COMCAST-8/20-9/19 651 PP		01-110-54-00-5440	82.48
			08	INTERNET		** COMMENT **	
			09	COMCAST-8/20-9/19 651 PP		01-220-54-00-5440	87.98
			10	INTERNET		** COMMENT **	
			11	COMCAST-8/20-9/19 651 PP		01-120-54-00-5440	60.49
			12	INTERNET		** COMMENT **	
			13	COMCAST-8/20-9/19 651 PP		79-790-54-00-5440	87.97
			14	INTERNET		** COMMENT **	
			15	COMCAST-8/20-9/19 651 PP		01-210-54-00-5440	439.90
			16	INTERNET		** COMMENT **	
			17	COMCAST-8/20-9/19 651 PP		79-795-54-00-5440	87.98
			18	INTERNET		** COMMENT **	
			19	VERIZON-9/2-10/1 IN CAR UNITS		01-210-54-00-5440	803.63
			20	ADS-ALARM MONITORING @ 102		24-216-54-00-5446	201.24
			21	E. VAN EMMON		** COMMENT **	
			22	ADS-OCT-SEPT ALARM MONITORING		24-216-54-00-5446	1,554.35
			23	FOR LIFT STATIONS		** COMMENT **	
				INVOICE TOTAL:			5,235.38 *
	102525-A.ZITT	09/30/25	01	WELDSTAR-NITROGEN		51-510-56-00-5620	34.02
			02	MENARDS#092225-BUG SPRAY		51-510-56-00-5620	4.98
			03	ACE-KEYS		51-510-56-00-5620	14.77

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900169	FNBO	FIRST NATIONAL BANK OMAHA		10/25/25		
	102525-A.ZITT	09/30/25	04 MENARDS#090925-PLIERS		51-510-56-00-5620	18.95
			05 JC LICHT-SAFETY GLASSES		51-510-56-00-5620	163.66
					INVOICE TOTAL:	236.38 *
	102525-B.BEHRENS	09/30/25	01 MCCULLOUGH-AIR FILTERS		01-410-56-00-5640	27.97
			02 MCCULLOUGH-TORO MODULE		01-410-56-00-5640	505.35
			03 FLATSOS#36958-2 TIRES		01-410-54-00-5490	203.62
					INVOICE TOTAL:	736.94 *
	102525-B.CREADEUR	09/30/25	01 O'REILLY-BATTERY		01-220-54-00-5490	210.99
			02 RED WING-SAFETY WORK BOOTS		01-220-56-00-5620	329.98
			03 O'REILLY-BATTERY DEPOSIT		01-220-54-00-5490	-22.00
					INVOICE TOTAL:	518.97 *
	102525-B.OLSON	09/30/25	01 TRIBUNE-10/16-11/13		01-110-54-00-5460	4.00
			02 SUBSCRIPTION		** COMMENT **	
			03 HYATT-IML CONFERENCE LODGING-		01-110-54-00-5415	322.82
			04 MAREK		** COMMENT **	
			05 HYATT-IML CONFERENCE		01-110-54-00-5415	383.72
			06 LODGING-TRANSIER		** COMMENT **	
			07 HYATT-IML CONFERENCE		01-110-54-00-5415	322.82
			08 LODGING-OLSON		** COMMENT **	
			09 HYATT-IML CONFERENCE		01-110-54-00-5415	1,090.26
			10 LODGING-FUNKHOUSER		** COMMENT **	
			11 ZOOM-8/23-9/22 USER FEES		01-110-54-00-5462	194.95
					INVOICE TOTAL:	2,318.57 *
	102525-B.WOLF	09/30/25	01 MENARDS#082925-LOCK CORD		79-790-56-00-5620	209.93
			02 MENARDS#082925-GLOVES,RUGS		79-790-56-00-5620	184.22
			03 MENARDS#091025-BUG SPRAY		79-790-56-00-5620	2.49
					INVOICE TOTAL:	396.64 *
	102525-D.BROWN	09/30/25	01 GRAINGER-RUBBER BANDS		51-510-56-00-5620	25.97
			02 AMAZON-SURGE PROTECTOR		52-520-56-00-5610	197.92
			03 AMAZON-PRINTER INK		51-510-56-00-5620	71.98
			04 HOME DEPO-PAINTERS TORCH		51-510-56-00-5620	166.40
			05 MENARDS#090325-QUAD FOLD LED		51-510-56-00-5620	33.68
			06 MENARDS#090225-TOTES,LUBE DRIP		51-510-56-00-5620	34.82
			07 AMAZON-SURGE PROTECTOR		52-520-56-00-5610	258.99
			08 AMAZON-OFFICE CHAIR		52-520-56-00-5610	184.49
			09 MENARDS#082825-BUSHING, TEES,		51-510-56-00-5620	102.64
			10 PVC PIPE, BULBS		** COMMENT **	
			11 MENARDS#082725-FLARES		51-510-56-00-5620	30.67
			12 MENARDS#082725-FITTINGS		51-510-56-00-5620	15.27
					INVOICE TOTAL:	1,122.83 *

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900169	FNBO	FIRST NATIONAL BANK OMAHA		10/25/25		
	102525-D.HENNE	09/30/25	01 HOME DEPO-FLANDERS		01-410-54-00-5435	558.20
			02 RURAL KING-HOSE MENDER		01-410-56-00-5620	9.98
			03 ACE-TUBING		01-410-56-00-5620	28.47
			04 RURAL KING-ADAPTERS, FITTINGS		01-410-56-00-5620	143.17
					INVOICE TOTAL:	739.82 *
	102525-D.SMITH	09/30/25	01 MENARDS#082725- CABLE TIES,		79-790-56-00-5620	342.43
			02 PADLOCKS, WASHERS, CONTRACTOR		** COMMENT **	
			03 BAGS, DUCT TAPE, NUTS, CORDS		** COMMENT **	
			04 GCP SALES-GOLF CART BELT		79-790-56-00-5640	15.39
			05 HOME DEPO-BLOWER		79-790-56-00-5630	149.00
			06 MENARDS#091525-MASON SAND		79-790-56-00-5646	20.72
			07 MENARDS#091825-STEEL POLE,		79-790-56-00-5646	14.98
			08 MASTER BLUE STRIPS		** COMMENT **	
					INVOICE TOTAL:	542.52 *
	102525-D.YODER	09/30/25	01 ACE-STARTER CORDS		01-410-56-00-5620	24.98
			02 ACE-NUTS, BOLTS, WASHERS		01-410-56-00-5620	11.76
			03 ACE-STARTER CORD RETURNED		01-410-56-00-5620	-27.86
			04 MENARDS#082825-MORTAR MIX		01-410-56-00-5620	17.96
			05 NAPA#397084-FILTERS		01-410-56-00-5628	54.34
			06 NAPA#397726-BRAKE FLUID		01-410-56-00-5628	11.49
			07 NAPA#397757-ID BAR KIT		01-410-56-00-5628	59.58
					INVOICE TOTAL:	152.25 *
	102525-E.DHUSE	09/30/25	01 GAS-N-WASH-MONTHLY CAR WASH		01-410-56-00-5628	29.95
			02 PACKAGE		** COMMENT **	
					INVOICE TOTAL:	29.95 *
	102525-E.HERNANDEZ	09/30/25	01 MENARDS#091025-BOARDS		01-410-56-00-5620	11.68
			02 MENARDS#091125-TWISTER TOOL,		01-410-56-00-5620	100.09
			03 REBAR TIES, CONCRETE PLACER,		** COMMENT **	
			04 METAL CUTTING TOOL		** COMMENT **	
			05 MENARDS#091025-LEVEL, CARB		01-410-56-00-5620	164.82
			06 CLEANER, RAFTER SQUARE,		** COMMENT **	
			07 CARPENTER PENCIL, HAMMER		** COMMENT **	
			08 FLATSOS#36981-TIRE PATCHED		01-410-54-00-5490	50.00
					INVOICE TOTAL:	326.59 *
	102525-E.WILLRETT	09/30/25	01 PARAGON-PRINTER		01-640-54-00-5450	534.99
			02 ROSATIS-PIZZAS FOR MEETING		01-110-56-00-5610	238.08
			03 STERCHI-RANDOM DRUG TESTS		01-410-54-00-5462	50.00
			04 STERCHI-DRUG TESTS		01-120-54-00-5462	50.00
			05 STERCHI-DRUG TESTS		79-795-54-00-5462	50.00
			06 CITY TECH-MEMBERSHIP RENEWAL		01-110-54-00-5460	390.00
					INVOICE TOTAL:	1,313.07 *

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900169	FNBO	FIRST NATIONAL BANK OMAHA		10/25/25		
	102525-G.HASTINGS	09/30/25	01 RED WING-SAFTEY WORK BOOTS		01-220-56-00-5620	274.97
					INVOICE TOTAL:	274.97 *
	102525-G.JOHNSON	09/30/25	01 MENARDS#091125-HANGER, FLAG		51-510-56-00-5620	33.45
			02 TAPE, SPRAY PAINT, PVC PIPE		** COMMENT **	
			03 MENARDS#090925-PIPE, PURELL,		51-510-56-00-5620	16.84
			04 CLEAR EYEWEAR		** COMMENT **	
			05 HOME DEPO-SCREWS		51-510-56-00-5620	2.45
			06 AMAZON-RUBBER BANDS		51-510-56-00-5620	5.83
			07 GAS-N-WASH-CAR WASHES		51-510-56-00-5640	20.00
					INVOICE TOTAL:	78.57 *
	102525-G.KLEEFISCH	10/08/25	01 NAPA#397339-BATTERY		79-790-56-00-5640	81.41
					INVOICE TOTAL:	81.41 *
	102525-G.NELSON	09/30/25	01 AMAZON-PENS, PAPERCLIPS		01-220-56-00-5610	34.75
			02 AMAZON-DOCUMENT HOLDER		01-220-56-00-5610	12.74
			03 AMAZON-FOLDERS		01-220-56-00-5610	48.12
					INVOICE TOTAL:	95.61 *
	102525-G.STEFFENS	09/30/25	01 NAPA#396366-OIL FILTER		52-520-56-00-5628	7.98
			02 MENARDS#092325-LAUNDRY SOAP,		52-520-56-00-5620	128.15
			03 STRAW, TACKY GREASE		** COMMENT **	
			04 AMAZON-DRAIN SPLASHES		52-520-56-00-5620	29.78
			05 FLATSOS#36966-6 TIRES		52-520-54-00-5490	1,470.00
			06 FLATSOS#36972-BACKHOE TIRES		52-520-54-00-5490	827.82
			07 MENARDS#09085-BRAKELEEN,GLOVES		52-520-56-00-5620	181.82
			08 MENARDS#082925-PRY BARS, TAP,		52-520-56-00-5630	49.93
			09 SCREWDRIVERS		** COMMENT **	
			10 MENARDS#082725-SLEDGE HAMMER		52-520-56-00-5620	38.98
			11 AMAZON-SEAT COVERS		52-520-56-00-5620	147.00
					INVOICE TOTAL:	2,881.46 *
	102525-J.ANDERSON	09/30/25	01 NAPA#397546-BATTERY		79-790-56-00-5640	63.54
			02 NAPA#397554-EPOXY, HOSE		79-790-56-00-5640	29.01
					INVOICE TOTAL:	92.55 *
	102525-J.BAUER	09/30/25	01 MCCROMETER-METER REPAIR		51-510-54-00-5445	3,682.22
			02 ROLYAN-ICE SPAR WHITE		24-216-56-00-5656	327.73
					INVOICE TOTAL:	4,009.95 *
	102525-J.BEHLAND	09/30/25	01 IN TOWNE STORAGE-MONTHLY UNIT		01-220-54-00-5485	308.00
			02 RENTAL		** COMMENT **	
			03 TRIBUNE- EAST ALLEY WATERMAIN		51-510-60-00-6025	191.86
			04 IMPROVEMENTS BID POSTING		** COMMENT **	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900169	FNBO	FIRST NATIONAL BANK OMAHA			10/25/25		
	102525-J.BEHLAND	09/30/25	05	TRIBUNE-PROJECT STEEL PZC PH		90-246-00-00-0011	1,428.00
						INVOICE TOTAL:	1,927.86 *
	102525-J.GALAUNER	09/30/25	01	BSN#930852969-BASEBALL JERSEYS		79-795-56-00-5606	1,528.58
			02	BSN#930852968-BASEBALL JERSEYS		79-795-56-00-5606	1,138.38
			03	BSN#931047109-BASEBALL JERSEYS		79-795-56-00-5606	1,647.24
			04	BSN#931047108-BASEBALL JERSEYS		79-795-56-00-5606	1,255.04
			05	BSN#631101261-SOCCER JERSEYS		79-795-56-00-5606	2,460.00
			06	BSN#931245006-STAFF SHIRTS		79-795-56-00-5606	88.00
			07	AMAZON-UMPIRE CLICKERS		79-795-56-00-5606	24.98
			08	AMAZON-SCOREBOOKS, CONES,		79-795-56-00-5606	109.65
			09	BALL BAG, REFEREE JERSEYS		** COMMENT **	
						INVOICE TOTAL:	8,251.87 *
	102525-J.JACKSON	09/30/25	01	GRAPER-RADIATOR REPAIR		52-520-54-00-5444	2,290.72
			02	MENARDS#091825-WASP SPRAY		52-520-56-00-5620	20.88
			03	MENARDS#090925-CAB REPELLANT,		52-520-56-00-5620	35.36
			04	BUG SPRAY		** COMMENT **	
			05	MENARDS#082925-SHOP TOWELS		52-520-56-00-5620	16.83
			06	NAPA#397153-OIL FILTERS		52-520-56-00-5628	128.76
			07	MENARDS#092525-FIBERGLASS		52-520-56-00-5620	77.60
			08	SCREENS, BLEACH		** COMMENT **	
						INVOICE TOTAL:	2,570.15 *
	102525-J.JENSEN	09/30/25	01	YORKVILLE CUSD-STATE OF		01-210-54-00-5415	254.46
			02	DISTRICT LUNCHEON		** COMMENT **	
			03	AXON-TASER 10 BASIC BUNDLE		01-210-54-00-5462	1,925.72
						INVOICE TOTAL:	2,180.18 *
	102525-J.NAVARRO	09/30/25	01	HOME DEPO-BATTERY BACKUPS		24-216-56-00-5656	124.95
			02	HOME DEPO-FAUCET CARTRIDGE		24-216-56-00-5656	23.91
			03	AMAZON-FILTERS		24-216-56-00-5656	39.47
			04	AMAZON-MICROPHONE		24-216-56-00-5656	54.00
			05	FERGUSON-KITCHEN TOWELS		24-216-56-00-5656	430.15
			06	AMAZON-MIC TRANSMITTER		24-216-56-00-5656	852.00
			07	AMAZON-PAPER TOWELS		24-216-56-00-5656	149.24
			08	AMAZON-MICROPHONE STAND		24-216-56-00-5656	16.99
			09	ILLCO-FILTERS		82-820-54-00-5495	178.74
			10	ILLCO-FILTERS		24-216-56-00-5656	381.91
			12	ILLCO-FILTERS		24-216-56-00-5656	99.59
			13	AMAZON-MIC TRANSMITTER		24-216-56-00-5656	852.00
			14	AMAZON-MIC TRANSMITTER RETURN		24-216-56-00-5656	-845.57
						INVOICE TOTAL:	2,357.38 *
	102525-J.WEISS	09/30/25	01	AMAZON-PHOTO PAPER		82-000-24-00-2480	13.99

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900169	FNBO	FIRST NATIONAL BANK OMAHA			10/25/25		
	102525-J.WEISS	09/30/25	02	AMAZON-BATTERIES, LIGHTS		82-000-24-00-2480	33.52
			03	AMAZON-STICKERS, BOOKS, MARKERS		82-000-24-00-2480	84.71
			04	AMAZON-CANDLE MOLDS, SAFETY		82-000-24-00-2480	49.79
			05	VESTS, CELLOPHANE		** COMMENT **	
				INVOICE TOTAL:			182.01 *
	102525-JULIE.GALAUNE	09/30/25	01	WALMART-SUPPLY REFUND CREDIT		79-795-56-00-5606	-361.41
			02	SAMS-SUPPLY REFUND CREDIT		79-795-56-00-5602	-17.92
			03	AMAZON-SCARECROW WALK ITEMS		79-795-56-00-5606	179.71
			04	AMAZON-SCARECROW WALK ITEMS		79-795-56-00-5606	67.78
			05	RURAL KING-STRAW		79-795-56-00-5606	44.95
			06	AMAZON-BIZ BOO SUPPLIES		79-795-56-00-5606	96.77
			07	4 IMPRINT-HOLIDAY RACE HATS		79-795-56-00-5606	1,441.65
			08	FUN EXPRESS-HOLIDAY RACE DECOR		79-795-56-00-5606	86.73
			09	AMAZON-HOLIDAY RACE GOODIE		79-795-56-00-5606	71.91
			10	BAG SUPPLIES		** COMMENT **	
			11	FUN EXPRESS-CANDY		79-795-56-00-5606	505.45
			12	AMAZON-HOLIDAY RACE HOT COCOA		79-795-56-00-5606	358.66
			13	BAR SUPPLIES		** COMMENT **	
				INVOICE TOTAL:			2,474.28 *
	102525-K.BALOG	09/30/25	01	ACCURINT-AUG 2025 SEARCHES		01-210-54-00-5430	200.00
			02	AMAZON-DRONE CASE		01-210-56-00-5620	218.53
			03	AMAZON-FOLDERS		01-210-56-00-5610	96.20
			04	AMAZON-NOTEPADS, DVD-R DISCS,		01-210-56-00-5610	257.75
			05	FLASH DRIVES		** COMMENT **	
			06	COMCAST-8/15-9/14 ETHERNET		24-216-54-00-5446	873.25
			07	AMAZON-DRONE		01-210-56-00-5620	1,199.00
			08	AMAZON-TISSUES		01-210-56-00-5610	36.96
			09	LOGO FACTORY-MONOGRAMED		01-210-56-00-5600	368.60
			10	STAFF SHIRTS		** COMMENT **	
			11	KENDALL PRINT-PAYROLL VOUCHERS		01-210-54-00-5430	339.25
				INVOICE TOTAL:			3,589.54 *
	102525-K.BARKSDALE	09/30/25	01	APA-MEMBERSHIP RENEWAL		01-220-54-00-5460	1,016.00
			02	ADOBE-MONTHLY CREATIVE CLOUD		01-220-54-00-5462	69.99
			03	PRO USER FEE		** COMMENT **	
			04	DICE CONFERENCE PARKING		01-220-54-00-5415	10.00
				INVOICE TOTAL:			1,095.99 *
	102525-K.GREGORY	09/30/25	01	DICE CONFERENCE PARKING		01-110-54-00-5415	10.00
				INVOICE TOTAL:			10.00 *
	102525-K.IHRIG	09/30/25	01	AMAZON-CONSTRUCTION PAPER		79-795-56-00-5606	13.71
			02	AMAZON-FOAM SHEETS		79-795-56-00-5606	11.58

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900169	FNBO	FIRST NATIONAL BANK OMAHA			10/25/25		
	102525-K.IHRIG	09/30/25	03	AMAZON-HALLOWEEN DECOR		79-795-56-00-5606	140.37
			04	AMAZON-HALLOWEEN DECOR		79-795-56-00-5606	26.37
			05	AMAZON-ORGANIZATIONAL AND		79-795-56-00-5606	66.70
			06	CRAFT SUPPLIES		** COMMENT **	
			07	AMAZON-SANITIZING HAND WIPES		79-795-56-00-5606	9.24
			08	DISCOUNT SCHOOL-SAND TABLE		79-795-56-00-5606	527.99
			09	AMAZON-SUPPLY RETURN REFUND		79-795-56-00-5606	-17.80
			10	AMAZON-CRAFT SUPPLIES		79-795-56-00-5606	54.31
			11	DOLLAR TREE-SCISSOR HELPERS		79-795-56-00-5606	1.50
			12	AMAZON-SPEAKER, CRAFT SUPPLIES		79-795-56-00-5606	108.64
			13	TARGET-WATER, CRAFT SUPPLIES		79-795-56-00-5606	49.78
			14	AMAZON-ELECTRIC STAPLER		79-795-56-00-5606	51.01
			15	AMAZON-CRAFT SUPPLIES		79-795-56-00-5606	137.09
			16	TARGET-PUMPKINS		79-795-56-00-5606	10.98
				INVOICE TOTAL:			1,191.47 *
	102525-K.JONES	10/07/25	01	WELDSTAR-CYLINDER RENTAL		01-410-54-00-5485	91.80
			02	AMPERAGE#2255250-TORK, LAMPS		23-230-56-00-5642	93.06
			03	AMPERAGE#2255054-TORK, LAMPS		23-230-56-00-5642	186.12
			04	ARNESON#268597-JUL 2025 DIESEL		01-410-56-00-5695	221.52
			05	ARNESON#268597-JUL 2025 DIESEL		51-510-56-00-5695	221.52
			06	ARNESON#268597-JUL 2025 DIESEL		52-520-56-00-5695	221.53
			07	ARNESON#268596-JUL 2025 GAS		01-410-56-00-5695	326.15
			08	ARNESON#268596-JUL 2025 GAS		51-510-56-00-5695	326.15
			09	ARNESON#268596-JUL 2025 GAS		52-520-56-00-5695	326.14
			10	TERA FORD#500382-ENGINE REPAIR		01-410-54-00-5490	2,041.35
			11	O'MALLEY-WALKWAY SIGN REPAIR		01-410-56-00-5640	155.00
			12	TERA FORD#500838-REPLACE COILS		01-410-54-00-5490	1,426.59
			13	ARNESON#813862-DURAMAX OIL		01-410-56-00-5695	209.77
			14	ARNESON#813862-DURAMAX OIL		51-510-56-00-5695	209.77
			15	ARNESON#813862-DURAMAX OIL		52-520-56-00-5695	209.76
			16	ARNESON#269035-AUG 2025 DIESEL		01-410-56-00-5695	225.11
			17	ARNESON#269035-AUG 2025 DIESEL		51-510-56-00-5695	225.12
			18	ARNESON#269035-AUG 2025 DIESEL		52-520-56-00-5695	225.12
			19	ARNESON#269034-AUG 2025 GAS		01-410-56-00-5695	249.79
			20	ARNESON#269034-AUG 2025 GAS		51-510-56-00-5695	249.79
			21	ARNESON#269034-AUG 2025 GAS		52-520-56-00-5695	249.80
			22	O'MALLEY-CROSSWALK POLE REPAIR		01-410-56-00-5640	620.00
			23	AMPERAGE#2263842-LAMPS, BALLAST		23-230-56-00-5642	202.11
			24	KIT		** COMMENT **	
			25	AMPERAGE#2263863-LAMPS		23-230-56-00-5642	85.44
			26	AMPERAGE#2266164-FUSES,		23-230-56-00-5642	649.26
			27	INSULATING BOOTS, NUTS, TAPE		** COMMENT **	
			28	AMPERAGE#2255948-TORKS		23-230-56-00-5642	305.28
			29	SUBURBAN LAB-WATER TESTING		51-510-54-00-5429	901.00

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900169	FNBO	FIRST NATIONAL BANK OMAHA		10/25/25		
	102525-K.JONES	10/07/25	30 METRO INDUSTRY-MONTHLY METRO		52-520-54-00-5444	360.00
			31 CLOUD DATA SERVICE FOR LIFT		** COMMENT **	
			32 STATIONS		** COMMENT **	
			33 ARNESON#277510-AUG 2025 DIESEL		01-410-56-00-5695	214.37
			34 ARNESON#277510-AUG 2025 DIESEL		51-510-56-00-5695	214.37
			35 ARNESON#277510-AUG 2025 DIESEL		52-520-56-00-5695	214.38
			36 ARNESON#268662-AUG 2025 DIESEL		01-410-56-00-5695	276.68
			37 ARNESON#268662-AUG 2025 DIESEL		51-510-56-00-5695	276.68
			38 ARNESON#268662-AUG 2025 DIESEL		52-520-56-00-5695	276.68
			39 ARNESON#268661-AUG 2025 GAS		01-410-56-00-5695	277.74
			40 ARNESON#268661-AUG 2025 GAS		51-510-56-00-5695	277.74
			41 ARNESON#268661-AUG 2025 GAS		52-520-56-00-5695	277.75
			42 ARNESON#277509-AUG 2025 GAS		01-410-56-00-5695	309.75
			43 ARNESON#277509-AUG 2025 GAS		51-510-56-00-5695	309.75
			44 ARNESON#277509-AUG 2025 GAS		52-520-56-00-5695	309.75
			45 AQUAFIX#20194-VITASTIM GREASE		52-520-56-00-5613	1,149.92
			46 AURORA-JUL 2025 WATER TESTING		51-510-54-00-5429	178.50
			47 HYATT-IML CONFERENCE		01-110-54-00-5415	704.34
			48 LODGING-PURCELL		** COMMENT **	
			49 WATER PRODUCTS#0330960-BAND		51-510-56-00-5640	231.58
			50 REPAIR CLAMPS		** COMMENT **	
			51 WELDSTAR-CYLINDER RENTAL		01-410-54-00-5485	94.86
			52 LAWSON-CABLE TIES		01-410-56-00-5620	171.85
			53 WATER PRODUCTS#0331045-FLANGE		51-510-56-00-5640	133.36
			54 ACCESSORY KITS		** COMMENT **	
			55 WATER PRODUCTS#0331044-CURB		51-510-56-00-5620	254.00
			56 BOX KEYS, HYDRANT WRENCH		** COMMENT **	
			57 ARNESON#277570-AUG 2025 GAS		01-410-56-00-5695	202.37
			58 ARNESON#277570-AUG 2025 GAS		51-510-56-00-5695	202.37
			59 ARNESON#277570-AUG 2025 GAS		52-520-56-00-5695	202.38
			60 ARNESON#277569-AUG 2025 DIESEL		01-410-56-00-5695	376.35
			61 ARNESON#277569-AUG 2025 DIESEL		51-510-56-00-5695	376.35
			62 ARNESON#277569-AUG 2025 DIESEL		52-520-56-00-5695	376.34
					INVOICE TOTAL:	18,704.26 *
	102525-L.NELSON	09/30/25	01 AMAZON-JALAPENOS, HOT COCOA		79-795-56-00-5607	37.16
					INVOICE TOTAL:	37.16 *
	102525-M.BARBANENTE	09/30/25	01 MENARDS#082725-SPRAY PAINT		79-795-56-00-5606	26.80
			02 TARGET-CLEANING SUPPLIES		79-795-56-00-5606	20.57
			03 TARGET-SNACKS,CUBBY HOLES		79-795-56-00-5606	93.58
			04 TARGET-APPLE STAND BINS		79-795-56-00-5606	35.00
			05 WALMART-SCARECROW SHIRT		79-795-56-00-5606	8.98
			06 WALGREENS-PHOTO DEVELOPING		79-795-56-00-5606	14.08
			07 WALGREENS-PHOTO DEVELOPING		79-795-56-00-5606	5.24

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900169	FNBO	FIRST NATIONAL BANK OMAHA			10/25/25		
	102525-M.BARBANENTE	09/30/25	08	WALGREENS-PHOTO DEVELOPING		79-795-56-00-5606	8.58
			09	TARGET-CARDSTOCK		79-795-56-00-5606	17.19
			10	TARGET-APPLES		79-795-56-00-5606	13.77
				INVOICE TOTAL:			243.79 *
	102525-M.CARYLE	09/30/25	01	TERA#500352-TIRE REPAIR		01-210-54-00-5495	30.00
			02	TERA#500479-OIL CHANGE		01-210-54-00-5495	66.83
			03	TERA#500480-REPLACE BATTERY		01-210-54-00-5495	130.00
			04	KENDALL PRINT-500 CRISIS CARDS		01-210-54-00-5430	156.00
			05	THOMSON REUTERS-AUG 2025 CLEAR		01-210-54-00-5419	476.70
			06	PROFLEX AGREEMENT		** COMMENT **	
			07	KENDALL PRINT-RIDE TO SCHOOL		01-210-54-00-5430	5.00
			08	CERTIFICATES		** COMMENT **	
			09	MENARDS#092525-FUSES, BLADES		01-210-56-00-5620	21.47
			10	TERA#50028-TIRE DISPOSAL		01-210-54-00-5495	30.40
			11	TERA#500133-OIL CHANGE,LIGHT		01-210-54-00-5495	229.47
			12	REPAIR		** COMMENT **	
				INVOICE TOTAL:			1,145.87 *
	102525-M.CISIJA	09/30/25	01	AMAZON-COFFEE CUPS, PAPER,		01-110-56-00-5610	64.58
			02	RUBBER BANDS, POST-ITS, CUPS		** COMMENT **	
			03	AMAZON-KLEENEX, STAPLES, TAPE		01-110-56-00-5610	61.32
			04	DISPENSER, MARKERS, BATTERIES		** COMMENT **	
			05	UPS-I PKG SHIPPED FOR GROCERY		01-110-54-00-5452	37.65
			06	TAX ORDINANCE		** COMMENT **	
				INVOICE TOTAL:			163.55 *
	102525-M.CURTIS	09/30/25	01	AMAZON-PAINTING CANVASES		82-000-24-00-2480	147.52
			02	AMAZON-COLORING POSTERS		82-000-24-00-2480	9.97
				INVOICE TOTAL:			157.49 *
	102525-M.MCGREGORY	09/30/25	01	MENARDS#090925-CAUTION TAPE,		51-510-56-00-5620	53.95
			02	FUEL PREMIX		** COMMENT **	
			03	MENARDS#090225-UTILITY KNIFE,		51-510-56-00-5620	15.93
			04	MAGIC ERASERS		** COMMENT **	
				INVOICE TOTAL:			69.88 *
	102525-M.SENG	09/30/25	01	O'REILLY-LIGHT BAR		01-410-56-00-5640	17.59
			02	MENARDS#092425- SEALANT, PVC		01-410-56-00-5620	12.63
			03	PLUGS		** COMMENT **	
			04	MENARDS#092425- HOSE CLAMPS,		01-410-56-00-5620	21.83
			05	WIRE BRUSH, HEX NUTS, TUBING		** COMMENT **	
			06	RURAL KING-BUSHING, NIPPLES		01-410-56-00-5620	9.98
			07	MENARDS#090925-POST MOUNT		01-410-56-00-5620	38.79
				INVOICE TOTAL:			100.82 *

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900169	FNBO	FIRST NATIONAL BANK OMAHA		10/25/25		
	102525-M.WARD	09/30/25	01 AMAZON-BOOKS		82-820-56-00-5686	99.40
			02 AMAZON-BOOKS		82-820-56-00-5686	16.50
			03 AMAZON-BOOKS		82-820-56-00-5686	72.17
			04 AMAZON-BOOKS		82-820-56-00-5686	9.21
					INVOICE TOTAL:	197.28 *
	102525-P.LANDA	09/30/25	01 KC CONCRETE-PRESTWICK CONCRETE		25-225-60-00-6010	113.92
			02 MENARDS#082725-BATTERIES		79-790-56-00-5620	8.98
			03 MENARDS#090425-PVC PIPE, SWEEP		25-225-60-00-6010	9.08
			04 FOX RIDGE STONE-PEA GRAVEL		25-225-60-00-6010	40.04
			05 FV SANDBLASTING-LIGHT POLES		25-225-60-00-6010	880.65
					INVOICE TOTAL:	1,052.67 *
	102525-P.LEGENDRE	09/30/25	01 NAPA#395940-FILTER, SOCKET		52-520-56-00-5628	35.06
			02 MENARDS#092625-PINCH POINT BAR		52-520-56-00-5630	37.98
			03 HOME DEPO-REACHER TOOL		52-520-56-00-5620	29.98
					INVOICE TOTAL:	103.02 *
	102525-P.MCMAHON	09/30/25	01 CAT SCALE-OVERWEIGHT SCALE		01-210-56-00-5620	73.75
			02 CHARGES		** COMMENT **	
			03 TARGET-WATER		01-210-56-00-5620	29.91
			04 GALLS-TACTICAL PANTS		01-210-56-00-5600	225.17
			05 GALLS-NAMEPLATE		01-210-56-00-5600	31.29
			06 GAS-N-WASH-AUG 2025 CAR WASHES		01-210-54-00-5495	36.40
			07 MENARDS#092425-10W40 OIL		01-210-56-00-5620	16.97
			08 GALLS-TACTICAL BOOTS		01-210-56-00-5600	131.79
			09 MENARDS#02625-WASP SPRAY		01-210-56-00-5620	6.96
			10 GALLS-TACTICAL GLOVES		01-210-56-00-5600	41.81
					INVOICE TOTAL:	594.05 *
	102525-P.RATOS	09/30/25	01 RED WING-WORK BOOTS		01-220-56-00-5620	374.99
			02 THREAD LOGIC-STAFF CLOTHING		01-220-56-00-5620	675.54
			03 AMAZON-JUMP STARTER		01-220-56-00-5620	179.96
					INVOICE TOTAL:	1,230.49 *
	102525-P.SCODRO	09/30/25	01 MENARDS#092625-PVC PIPE,		51-510-56-00-5620	44.93
			02 POWER TOOL ADAPTER		** COMMENT **	
			03 MENARDS#092625-RETURNED TOOL		51-510-56-00-5620	-21.98
			04 MENARDS#082825-GRIPPER		51-510-56-00-5620	27.99
			05 MENARDS#092625-TAP, SCREWDRIVER		51-510-56-00-5620	21.97
			06 SPEEDWAY-WATER		51-510-56-00-5620	15.13
			07 HOME DEPO-BUCKET, PLIERS		51-510-56-00-5630	42.93
			08 MENARDS#090525-TAPE MEASURE		51-510-56-00-5620	18.99
			09 MENARDS#082825-RETURNED TOOL		51-510-56-00-5620	-18.99
			10 MENARDS#091925-CABLE TIES		51-510-56-00-5620	16.99
					INVOICE TOTAL:	147.96 *

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900169	FNBO	FIRST NATIONAL BANK OMAHA			10/25/25		
	102525-R.BEDFORD	09/30/25	01	HOME DEPO=WATERSTOP CEMENT		01-410-56-00-5620	14.97
			02	HOME DEPO=WATERSTOP CEMENT		01-410-56-00-5620	14.97
			03	RURAL KING-ROPE		01-410-56-00-5620	3.92
			04	FLATSOS#37161-2 TIRES		01-410-54-00-5490	490.00
			05	MENARDS#092625-CAR WASH		01-410-56-00-5620	27.66
			06	SUPPLYS		** COMMENT **	
			07	MENARDS#092325-WASP SPRAY		01-410-56-00-5620	19.08
			08	MENARDS#091225-SPRAY HEAD		01-410-56-00-5620	4.95
			09	MENARDS#091025-REBAR		01-410-56-00-5620	10.58
			10	MENARDS#090925-BOW RAKES		01-410-56-00-5620	43.98
			11	MENARDS#090225-STAKES, CONCRETE		01-410-56-00-5620	45.86
			12	FLATSOS#37160-USED TIRE		01-410-54-00-5490	135.00
				INVOICE TOTAL:			810.97 *
	102525-R.CONARD	09/30/25	01	NAPA#397256-WRENCHES, SOCKETS		51-510-56-00-5630	726.89
			02	NAPA#396915-SOCKETS, BLADES		51-510-56-00-5630	109.96
			03	HOME DEPO-SREWDRIVER, STRIPPER		51-510-56-00-5630	45.41
			04	MENARDS#082725-FITTINGS, TUBE		51-510-56-00-5620	80.39
			05	BENDER SET		** COMMENT **	
			06	MENARDS#092425-CEMENT		51-510-56-00-5620	19.99
			07	MENARDS#090425-FITTINGS		51-510-56-00-5620	43.68
			08	MENARDS#090325-LIGHT TORCH KIT		51-510-56-00-5630	74.98
				INVOICE TOTAL:			1,101.30 *
	102525-R.FREDRICKSON	09/30/25	01	COMCAST-08/13-09/12 INTERNET		51-510-54-00-5440	128.91
			02	AT 610 TOWER WATER PLANT		** COMMENT **	
			03	STAPLES-FILE CABINET		01-110-56-00-5610	968.22
			04	COMCAST-08/15-09/14 INTERNET		79-795-54-00-5440	251.86
			05	AND CABLE AT 102 E VAN EMMON		** COMMENT **	
			06	NEWTEK-9/11-10/11 WEB HOSTING		01-640-54-00-5450	17.90
			07	COMCAST-08/29-09/28 INTERNET		79-790-54-00-5440	306.29
			08	AND CABLE AND VOICE AT 185		** COMMENT **	
			09	WOLF ST		** COMMENT **	
			10	COMCAST-08/30-09/29 INTERNET		52-520-54-00-5440	31.58
			11	AT 610 TOWER		** COMMENT **	
			12	COMCAST-08/30-09/29 INTERNET		01-410-54-00-5440	126.32
			13	AT 610 TOWER		** COMMENT **	
			14	COMCAST-08/30-09/29 INTERNET		51-510-54-00-5440	78.95
			15	AT 610 TOWER		** COMMENT **	
				INVOICE TOTAL:			1,910.03 *
	102525-R.HODOUS	09/30/25	01	MENARDS#092325-UTILITY		25-225-60-00-6010	40.93
			02	BLADES, PAIL, WRAP		** COMMENT **	
			03	MENARDS#091125-LANDSCAPE		25-225-60-00-6010	241.92
			04	ABRIC, SPRINKLER		** COMMENT **	

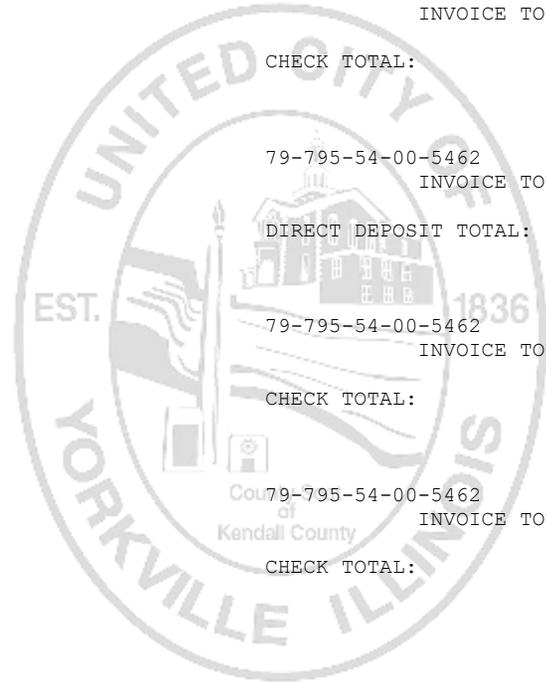
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900169	FNBO	FIRST NATIONAL BANK OMAHA		10/25/25		
	102525-R.HODOUS	09/30/25	05 MENARDS#090925-LUMBER 06 FLATSOS#37004-MOWER TIRE		25-225-60-00-6010 79-790-54-00-5495	54.96 126.81
					INVOICE TOTAL:	464.62 *
	102525-R.HORNER	09/30/25	01 MENARDS#082725-BULBS 02 MENARDS#082925-DOOR LOCKS,TENT 03 MENARDS#090225-TOTES 04 AMAZON-SOCKETS, SECURITY 05 BITS, SCREWDRIVER BITS, TORX 06 SETS		79-795-56-00-5602 79-790-56-00-5640 79-795-56-00-5602 79-790-56-00-5630 ** COMMENT ** ** COMMENT **	59.95 331.69 34.95 224.90
					INVOICE TOTAL:	651.49 *
	102525-R.MIKOLASEK	09/30/25	01 COURTSMART-LAW CASE & ISSUES 02 PUBLICATIONS 03 ILFPC-FALL SEMINAR 04 REGISTRATION		01-210-54-00-5462 ** COMMENT ** 01-210-54-00-5411 ** COMMENT **	1,360.00 550.00
					INVOICE TOTAL:	1,910.00 *
	102525-S.AUGUSTINE	09/30/25	01 TEE JAY-REPLACED SWITCHES 02 AMAZON-HAND SOAP 03 QUILL- PAPER TOWEL, TISSUE, 04 GARBAGE BAGS, GLOVES 05 QUILL- COPY PAPER, DESK PAD 06 AMAZON-MEETING OWL, MIC 07 TECH SOUP-MICROSOFT LICENSES 08 CARLSON FIRE-INSPECT SPRINKLER 09 QUILL-RETURN SUPPLY CREDIT		82-820-54-00-5495 82-820-56-00-5621 82-820-56-00-5621 ** COMMENT ** 82-820-56-00-5610 82-820-56-00-5635 82-820-56-00-5635 82-820-54-00-5462 82-820-56-00-5621	709.00 104.72 1,131.64 140.86 1,298.00 600.00 486.00 -202.86
					INVOICE TOTAL:	4,267.36 *
	102525-S.DIAZ	09/30/25	01 AMAZON-COPY PAPER, CLEANING 02 WIPES, CALCULATOR, CALCULATOR 03 TAPE 04 AMAZON-FORKS, PAPER PLATES 05 AMAZON-POSTAGE MACHINE INK		01-110-56-00-5610 ** COMMENT ** ** COMMENT ** 01-110-56-00-5610 01-110-56-00-5610	162.48 43.20 78.95
					INVOICE TOTAL:	284.63 *
	102525-S.IWANSKI	09/30/25	01 YORKVILLE POST-POSTAGE		82-820-54-00-5452	26.92
					INVOICE TOTAL:	26.92 *
	102525-S.MENDEZ	09/30/25	01 AMAZON-ID BADGE HOLDER		01-220-56-00-5620	15.63
					INVOICE TOTAL:	15.63 *
	102525-S.REDMON	09/30/25	01 MENARDS#082725-UTILITY TUBS 02 WALMART-LEMONADE 03 AT&T-09/24-10/23 INTERNET FOR		79-795-56-00-5606 79-795-56-00-5602 79-795-54-00-5440	33.65 64.30 146.58

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900169	FNBO	FIRST NATIONAL BANK OMAHA			10/25/25		
	102525-S.REDMON	09/30/25	04	TOWN SQUARE PARK SIGN		** COMMENT **	
			05	AMERICINN-UAD HOMETOWN DAYS	79-795-56-00-5602		2,297.52
			06	LODGING		** COMMENT **	
			07	NCSI-COACHES BACKGROUND CHECKS	79-795-54-00-5462		280.00
			08	MENARDS#090925-HALLOWEEN DECOR	25-225-60-00-6060		231.39
			09	HOME DEPO-HALLOWEEN DECOR	25-225-60-00-6060		299.00
			10	ARNESON#272128-MAY 2025 DIESEL	79-790-56-00-5695		30.74
			11	ARNESON#277610-SEPT 2025 DSL	79-790-56-00-5695		132.65
			12	ARNESON#277565-AUG 2025 DIESEL	79-790-56-00-5695		156.77
			13	ARNESON#269265-JUL 2025 DIESEL	79-790-56-00-5695		199.32
			14	ARNESON#277609-SEPT. 2025 GAS	79-790-56-00-5695		765.09
			15	ARNESON#277508-AUG 2025 GAS	79-790-56-00-5695		1,102.72
			16	ARNESON#277566-AUG 2025 GAS	79-790-56-00-5695		1,229.71
			17	ARNESON#269266-JUL 2025 GAS	79-790-56-00-5695		1,248.29
			18	HOME DEPO-HALLOWEEN DECOR	25-225-60-00-6060		249.00
			19	GOLD MEDAL#30429479-BEECHER	79-795-56-00-5607		1,007.93
			20	CONCESSION SUPPLIES		** COMMENT **	
			21	GOLD MEDAL#30429481-BRIDGE	79-795-56-00-5607		1,232.38
			22	CONCESSION SUPPLIES		** COMMENT **	
			23	GOLD MEDAL#30428690-BRIDGE	79-795-56-00-5607		527.68
			24	CONCESSION SUPPLIES		** COMMENT **	
			25	RUNCO-PAPER TOWEL, TOILET PAPER	79-795-56-00-5607		223.78
			26	HOME BASE-STAFF SCHEDULING	79-795-54-00-5462		288.00
			27	SOFTWARE		** COMMENT **	
			28	AMAZON-HOLIDAY CELEBRATION	79-795-56-00-5606		43.90
			29	DECOR		** COMMENT **	
			30	RUNCO-COPY PAPER, PAPER CLIPS,	79-795-56-00-5610		186.79
			31	BINDER CLIPS		** COMMENT **	
				INVOICE TOTAL:			11,977.19 *
	102525-S.REMUS	09/30/25	01	AMAZON-RETURNED BACKDROPS	79-795-56-00-5602		-64.94
				INVOICE TOTAL:			-64.94 *
	102525-S.SENDRA	09/30/25	01	AMAZON-BIZ BOO AND HOLIDAY	79-795-56-00-5606		145.90
			02	CELEBRATION ITEMS		** COMMENT **	
			03	AMAZON-DECK THE TREES ITEMS	79-795-56-00-5606		355.92
			04	AMAZON-MINECRAFT PRIZES	79-795-56-00-5602		11.99
				INVOICE TOTAL:			513.81 *
	102525-S.SLEEZER	09/30/25	01	HOMER#235676-PLAYGROUND MULCH	25-225-60-00-6010		1,440.00
			02	HOMER#235677-PLAYGROUND MULCH	25-225-60-00-6010		1,440.00
			03	GROUND EFFECT#2081015-PLAYMAT	25-225-60-00-6010		376.60
			04	RUSSO#21286831-LINE TRIMMER	79-790-56-00-5630		229.99
			05	MENARDS#091825-NOZZLE, BLEACH,	25-225-60-00-6010		590.41
			06	CONCRETE		** COMMENT **	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900169	FNBO	FIRST NATIONAL BANK OMAHA			10/25/25		
	102525-S.SLEEZER	09/30/25	07	HOME DEPO-BREAKER		79-790-56-00-5620	7.86
			08	MENARDS#082825-PROPANE, TONGS,		79-795-56-00-5602	26.67
			09	LIGHT		** COMMENT **	
						INVOICE TOTAL:	4,111.53 *
	102525-T.HOULE	09/30/25	01	ISA- CERTIFIED ARBORIST		79-790-54-00-5412	50.00
			02	APPLICATION FEE		** COMMENT **	
			03	IAA-ISA CERTIFIED ARBORIST		79-790-54-00-5412	235.00
			04	EXAM PREP COURSE		** COMMENT **	
			05	AMAZON-EDGER BEARING PART		79-790-56-00-5640	14.50
			06	MENARDS#082825-POLY TWIST ROPE		79-790-56-00-5620	110.97
			07	MENARDS#090525-O-RINGS		79-790-56-00-5640	8.99
			08	ACE-NUTS		79-790-56-00-5640	1.29
			09	NAPA#396212-BATTERY		79-790-56-00-5640	88.13
			10	DUTEK#1027672-HOSES		79-790-56-00-5640	227.00
			11	AMAZON-DISPOSABLE GLOVES		79-790-56-00-5620	941.29
			12	NORDIC-ISA FLASHCARD		79-790-54-00-5412	16.23
			13	MONTHLY SUBSCRIPTION		** COMMENT **	
			14	MENARDS#091925-CORD SWITCHES		79-790-56-00-5640	5.48
			15	AMAZON-O RINGS		79-790-56-00-5640	98.16
			16	SHOREWOOD AUTO-CUTTER HOUSING		79-790-56-00-5640	343.99
			17	MENARDS#092425-DUCK TAPE		79-790-56-00-5620	10.50
						INVOICE TOTAL:	2,151.53 *
	102525-T.MILSCHEWSKI	09/30/25	01	HOME DEPO-WALL PLATE, EPOXY		82-820-54-00-5495	17.02
			02	HOME DEPO-FILTERS		24-216-56-00-5656	34.97
			03	HOME DEPO-FILTERS		24-216-56-00-5656	49.98
			04	MENARDS#091925-DEGREASER,		24-216-56-00-5656	15.92
			05	COVERS		** COMMENT **	
			06	MENARDS#082925-CLR CLEANER		24-216-56-00-5656	5.28
			07	MENARDS#091125-BUNGEES, TARPS		24-216-56-00-5656	32.13
			08	MENARDS#091925-VINEGAR, BAKING		24-216-56-00-5656	7.72
			09	SODA		** COMMENT **	
			10	MENARDS#092225-FUEL PREMIX		24-216-56-00-5656	47.40
						INVOICE TOTAL:	210.42 *
	102525-T.SCOTT	09/30/25	01	AEC SUPPLY-WOVEN FABRIC, STRAW		25-225-60-00-6010	1,977.15
			02	BLANKET, STAPLES		** COMMENT **	
						INVOICE TOTAL:	1,977.15 *
						CHECK TOTAL:	104,975.09
						TOTAL AMOUNT PAID:	104,975.09

INVOICES DUE ON/BEFORE 10/31/2025

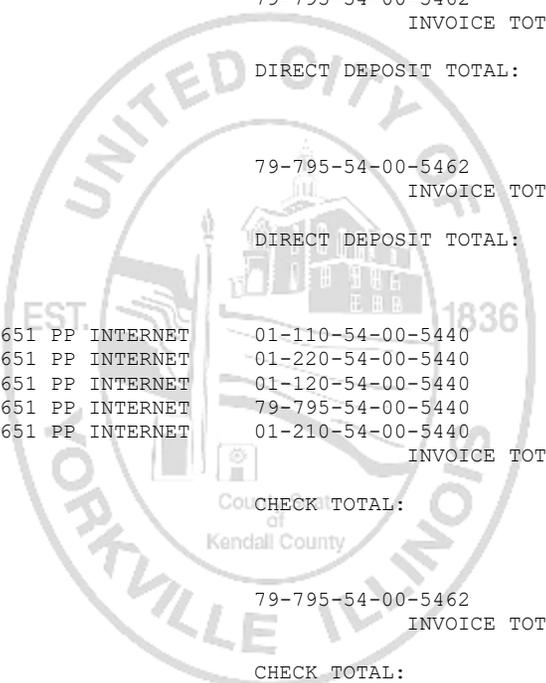
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543830	ALLENK 101825	KATLYN ALLEN 10/18/25	01	UMPIRE	79-795-54-00-5462		150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
543831	ARIZAGAE 101825	EMILIO ARIZAGA 10/18/25	01	UMPIRE	79-795-54-00-5462		350.00
					INVOICE TOTAL:		350.00 *
					CHECK TOTAL:		350.00
004502	BENJAMIR 101825	REECE BENJAMIN 10/18/25	01	RERFEREE	79-795-54-00-5462		200.00
					INVOICE TOTAL:		200.00 *
					DIRECT DEPOSIT TOTAL:		200.00
543832	CALHOUNC 101825	CAMDEN CALHOUN 10/18/25	01	UMPIRE	79-795-54-00-5462		165.00
					INVOICE TOTAL:		165.00 *
					CHECK TOTAL:		165.00
543833	CONFORTM 101825	MASON CONFORTI 10/18/25	01	UMPIRE	79-795-54-00-5462		225.00
					INVOICE TOTAL:		225.00 *
					CHECK TOTAL:		225.00
543834	LIPSCOJA	JACOB LIPSCOMB					



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

INVOICES DUE ON/BEFORE 10/31/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543834	LIPSCOJA 101825	JACOB LIPSCOMB 10/18/25	01	UMPIRE	79-795-54-00-5462		150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
D004503	MACIASR 101825	RYAN MACIAS 10/18/25	01	UMPIRE	79-795-54-00-5462		165.00
					INVOICE TOTAL:		165.00 *
					DIRECT DEPOSIT TOTAL:		165.00
D004504	MATSONT 101825	THOMAS MATSON 10/18/25	01	UMPIRE	79-795-54-00-5462		90.00
					INVOICE TOTAL:		90.00 *
					DIRECT DEPOSIT TOTAL:		90.00
543835	METRONET 1872272-101825	METRO FIBERNET LLC 10/18/25	01	10/18-11/17 651 PP INTERNET	01-110-54-00-5440		66.87
			02	10/18-11/17 651 PP INTERNET	01-220-54-00-5440		76.42
			03	10/18-11/17 651 PP INTERNET	01-120-54-00-5440		38.21
			04	10/18-11/17 651 PP INTERNET	79-795-54-00-5440		76.42
			05	10/18-11/17 651 PP INTERNET	01-210-54-00-5440		382.08
					INVOICE TOTAL:		640.00 *
					CHECK TOTAL:		640.00
543836	PILKINGP 101825	PAYTON M PILKINGTON 10/18/25	01	UMPIRE	79-795-54-00-5462		70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00

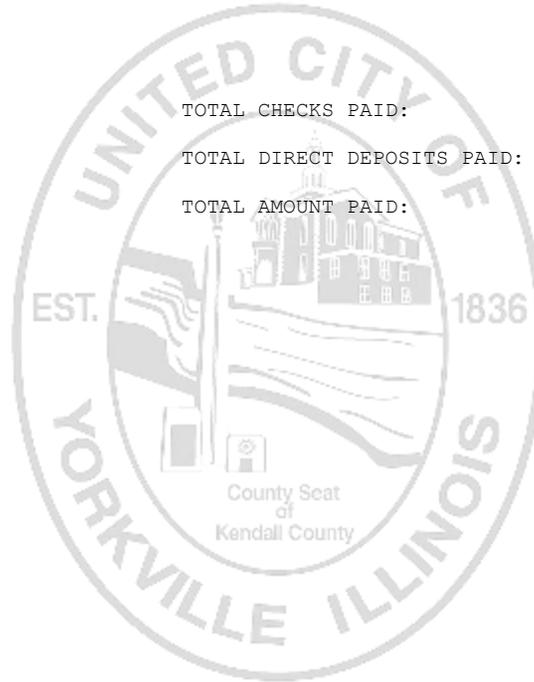


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

INVOICES DUE ON/BEFORE 10/31/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543837	WALTJOSH 101825	JOSH WALTERS 10/18/25	01	UMPIRE	79-795-54-00-5462		75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00

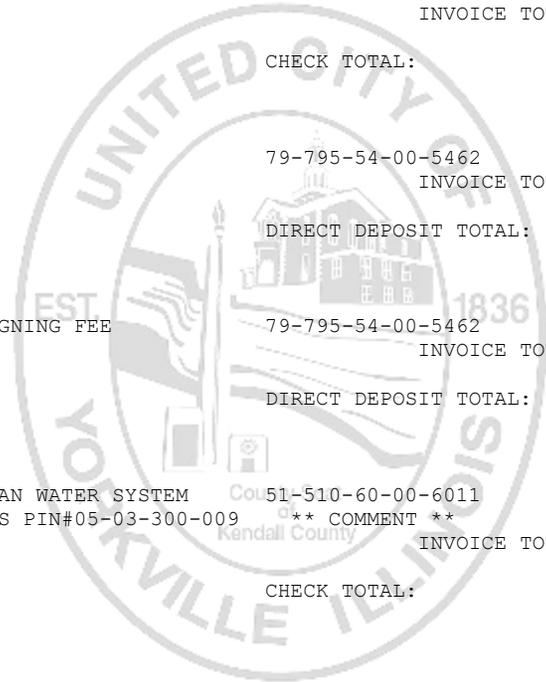
TOTAL CHECKS PAID: 1,825.00
 TOTAL DIRECT DEPOSITS PAID: 455.00
 TOTAL AMOUNT PAID: 2,280.00



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

INVOICES DUE ON/BEFORE 11/07/2025

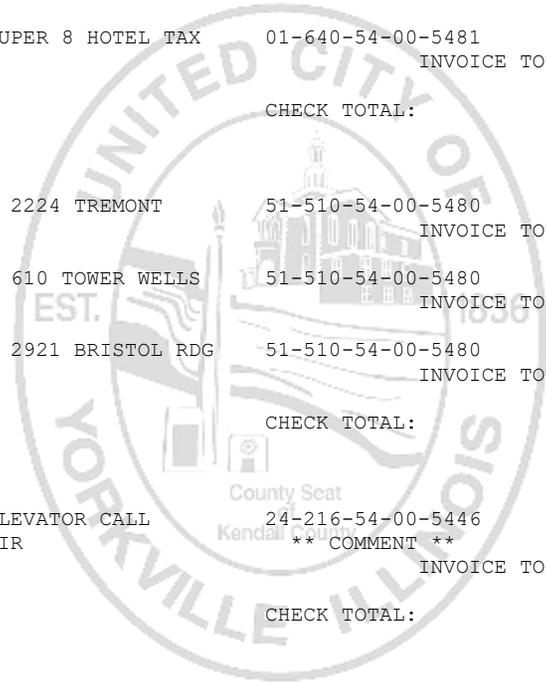
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004506	DIETERG GARY M. DIETER						
	102525	10/25/25	01	REFEREE	79-795-54-00-5462		150.00
						INVOICE TOTAL:	150.00 *
						DIRECT DEPOSIT TOTAL:	150.00
543838	MOHRR RANDY MOHR						
	102525	10/25/25	01	REFEREE	79-795-54-00-5462		110.00
						INVOICE TOTAL:	110.00 *
						CHECK TOTAL:	110.00
D004507	OLEARYM MARTIN J. O'LEARY						
	102525	10/25/25	01	REFEREE	79-795-54-00-5462		150.00
						INVOICE TOTAL:	150.00 *
						DIRECT DEPOSIT TOTAL:	150.00
D004508	WCSUA WCSUA						
	101824-2	10/18/24	01	UMPIRE ASSIGNING FEE	79-795-54-00-5462		300.00
						INVOICE TOTAL:	300.00 *
						DIRECT DEPOSIT TOTAL:	300.00
543839	WHEATLND WHEATLAND TITLE COMPANY						
	ESCROW#EEI-2024KL-20	11/05/25	01	LAKE MICHIGAN WATER SYSTEM	51-510-60-00-6011		25,006.00
			02	IMPROVEMENTS PIN#05-03-300-009	** COMMENT **		
						INVOICE TOTAL:	25,006.00 *
						CHECK TOTAL:	25,006.00
						TOTAL CHECKS PAID:	25,116.00
						TOTAL DEPOSITS PAID:	600.00
						TOTAL AMOUNT PAID:	25,716.00



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

INVOICES DUE ON/BEFORE 11/10/2025

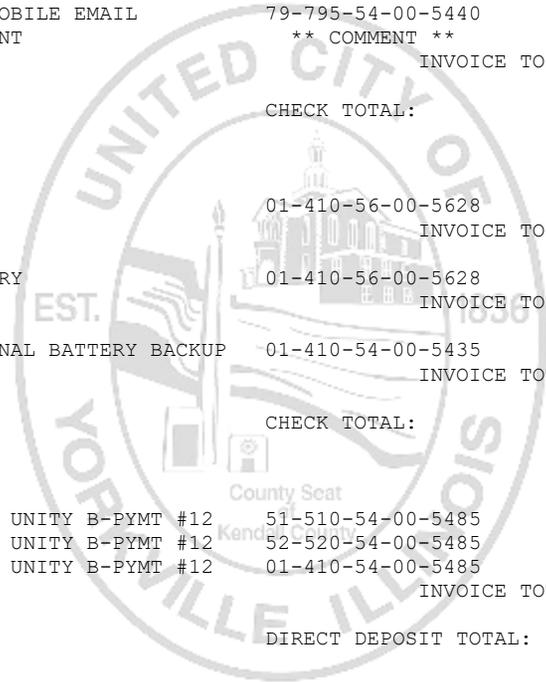
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543840	AACVB	AURORA AREA CONVENTION						
	09/25-HAMPTON	10/20/25	01	SEPT 2025 HAMPTON HOTEL TAX	01-640-54-00-5481		6,799.18	
					INVOICE TOTAL:		6,799.18 *	
	09/25-HOLIDAY	10/20/25	01	SEPT 2025 HOLIDAY HOTEL TAX	01-640-54-00-5481		7,973.39	
					INVOICE TOTAL:		7,973.39 *	
	09/25-SUNSET	10/24/25	01	SEPT 2025 SUNSET HOTEL TAX	01-640-54-00-5481		12.15	
					INVOICE TOTAL:		12.15 *	
	09/25-SUPER	10/27/25	01	SEPT 2025 SUPER 8 HOTEL TAX	01-640-54-00-5481		1,747.88	
					INVOICE TOTAL:		1,747.88 *	
					CHECK TOTAL:		16,532.60	
543841	AEPENERG	AEP ENERGY						
	3025129010-101625	10/16/25	01	08/29-09/30 2224 TREMONT	51-510-54-00-5480		13,221.72	
					INVOICE TOTAL:		13,221.72 *	
	3025129021-101625	10/16/25	01	09/02-10/02 610 TOWER WELLS	51-510-54-00-5480		10,970.01	
					INVOICE TOTAL:		10,970.01 *	
	3025129065-101525	10/15/25	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	
543842	AMEHOIST	AMERICAN HOIST & MANLIFT, INC						
	41813	10/14/25	01	SEPT 2025 ELEVATOR CALL	24-216-54-00-5446		373.65	
			02	BUTTON REPAIR	** COMMENT **			
					INVOICE TOTAL:		373.65 *	
					CHECK TOTAL:		373.65	



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

INVOICES DUE ON/BEFORE 11/10/2025

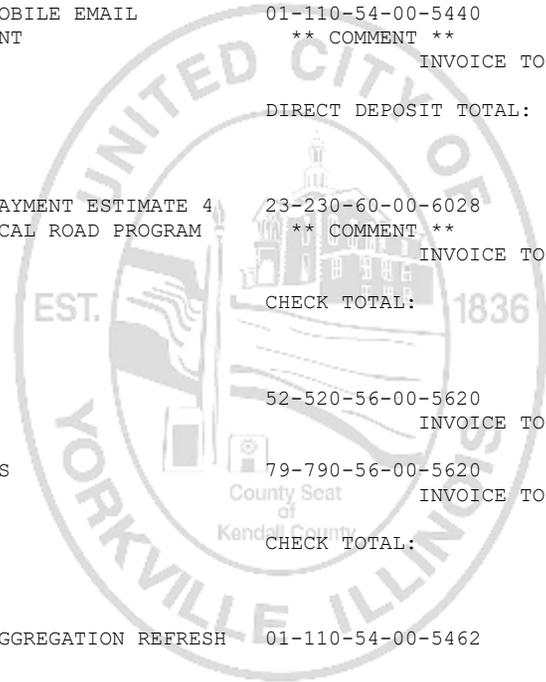
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543843	ANDERSJA 110125	JARED ANDERSON 11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * CHECK TOTAL: 45.00
543844	BARBANEM 110125	MARISA BARBANENTE 11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	79-795-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * CHECK TOTAL: 45.00
543845	BATTERY S 0123892	BATTERY SERVICE CORPORATION 10/10/25	01	BATTERY	01-410-56-00-5628		53.97 INVOICE TOTAL: 53.97 *
	0124010	10/16/25	01	FLEET BATTERY	01-410-56-00-5628		109.50 INVOICE TOTAL: 109.50 *
	0127372	10/15/25	01	TRAFFIC SIGNAL BATTERY BACKUP	01-410-54-00-5435		1,799.82 INVOICE TOTAL: 1,799.82 * CHECK TOTAL: 1,963.29
0004510	BEAVERST PYMT 12	VERNNE L. HENNE 12/01/24	01 02 03	1203 BADGER UNITY B-PYMT #12 1203 BADGER UNITY B-PYMT #12 1203 BADGER UNITY B-PYMT #12	51-510-54-00-5485 52-520-54-00-5485 01-410-54-00-5485		833.34 833.33 833.33 INVOICE TOTAL: 2,500.00 * DIRECT DEPOSIT TOTAL: 2,500.00



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

INVOICES DUE ON/BEFORE 11/10/2025

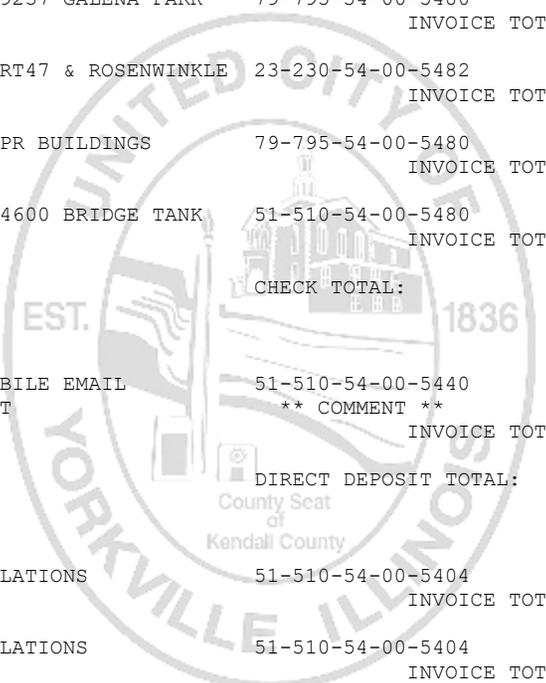
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004511	BEDFORDR RYAN BEDFORD 110125	11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	01-410-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
D004512	BEHLANDJ JORI CONTRINO 110125	11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	01-110-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
543846	BUILDERS BUILDERS PAVING LLC 2504404	10/24/25	01 02	ENGINEERS PAYMENT ESTIMATE 4 FOR 2025 LOCAL ROAD PROGRAM	23-230-60-00-6028 ** COMMENT **		363,831.90 INVOICE TOTAL: 363,831.90 * CHECK TOTAL: 363,831.90
543847	CAMBRIA CAMBRIA SALES COMPANY INC. 44249	10/20/25	01	PAPER TOWEL	52-520-56-00-5620		109.02 INVOICE TOTAL: 109.02 *
	44250	10/29/25	01	PAPER TOWELS	79-790-56-00-5620		109.02 INVOICE TOTAL: 109.02 * CHECK TOTAL: 218.04
543848	COMED COMMONWEALTH EDISON 0479432222-101625	10/16/25	01	MUNICIPAL AGGREGATION REFRESH	01-110-54-00-5462		127.00



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

INVOICES DUE ON/BEFORE 11/10/2025

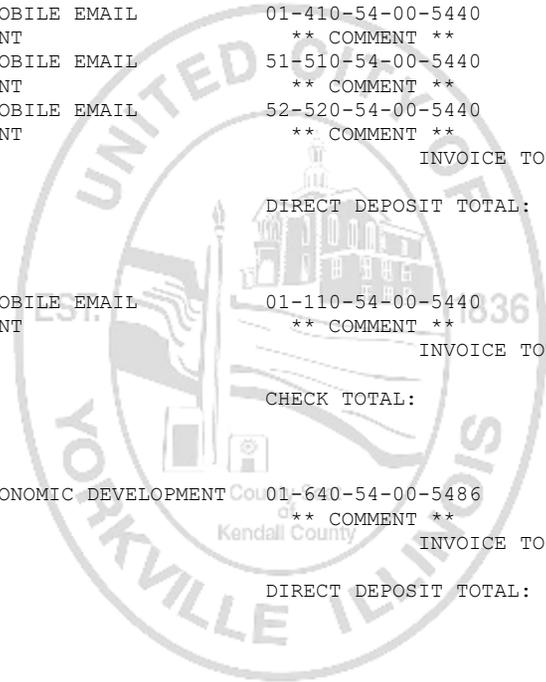
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543848	COMED COMMONWEALTH EDISON						
	0479432222-101625	10/16/25	02	FEE	** COMMENT **		
					INVOICE TOTAL:		127.00 *
					CHECK TOTAL:		127.00
543849	COMED COMMONWEALTH EDISON						
	3059341222-101725	10/17/25	01	09/16-10/16 9257 GALENA PARK	79-795-54-00-5480		59.88
					INVOICE TOTAL:		59.88 *
	5336617000-101725	10/17/25	01	09/16-10/16 RT47 & ROSENWINKLE	23-230-54-00-5482		43.75
					INVOICE TOTAL:		43.75 *
	5946707000-101025	10/10/25	01	09/02-10/02 PR BUILDINGS	79-795-54-00-5480		290.86
					INVOICE TOTAL:		290.86 *
	9193732222-101725	10/17/25	01	09/16-10/16 4600 BRIDGE TANK	51-510-54-00-5480		47.18
					INVOICE TOTAL:		47.18 *
					CHECK TOTAL:		441.67
D004513	CONARDR RYAN CONARD						
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
543850	COREMAIN CORE & MAIN LP						
	X869010	10/08/25	01	METER INSTALLATIONS	51-510-54-00-5404		21,060.00
					INVOICE TOTAL:		21,060.00 *
	X887567	10/08/25	01	METER INSTALLATIONS	51-510-54-00-5404		24,480.00
					INVOICE TOTAL:		24,480.00 *
					CHECK TOTAL:		45,540.00



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

INVOICES DUE ON/BEFORE 11/10/2025

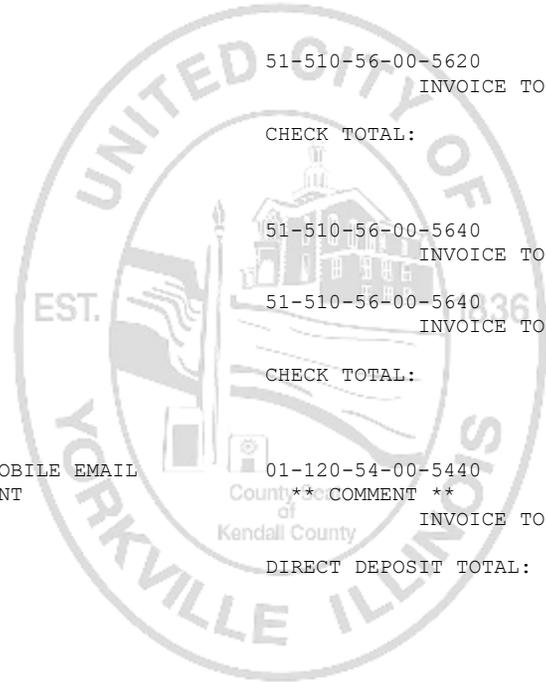
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543851	COXLAND	COX LANDSCAPING LLC					
	192862	10/14/25	01	BUSH TRIMMING, SEEDING, TREE	12-112-54-00-5495		8,583.00
			02	PLANTING, MULCHING	** COMMENT **		
					INVOICE TOTAL:		8,583.00 *
					CHECK TOTAL:		8,583.00
D004514	DHUSEE	DHUSE, ERIC					
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	01-410-54-00-5440		15.00
			02	REIMBURSEMENT	** COMMENT **		
			03	OCT 2025 MOBILE EMAIL	51-510-54-00-5440		15.00
			04	REIMBURSEMENT	** COMMENT **		
			05	OCT 2025 MOBILE EMAIL	52-520-54-00-5440		15.00
			06	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
543852	DIAZS	STACY DIAZ					
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
D004515	DLK	DLK, LLC					
	299	10/29/25	01	OCT 2025 ECONOMIC DEVELOPMENT	01-640-54-00-5486		10,042.50
			02	HOURS	** COMMENT **		
					INVOICE TOTAL:		10,042.50 *
					DIRECT DEPOSIT TOTAL:		10,042.50
D004516	EVANST	TIM EVANS					



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

INVOICES DUE ON/BEFORE 11/10/2025

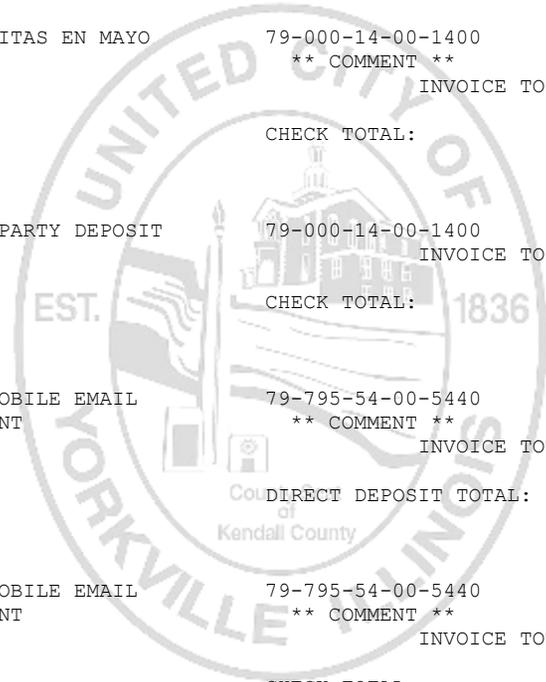
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004516	EVANST TIM EVANS						
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	79-790-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	OCT 2025 MOBILE EMAIL	79-795-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
543853	FERGUSON FURGUSON WATERWORKS #2516						
	0535847	10/08/25	01	HOSE ORING	51-510-56-00-5620		118.56
				INVOICE TOTAL:			118.56 *
				CHECK TOTAL:			118.56
543854	FOXRIDGE FOX RIDGE STONE						
	11708	10/04/25	01	GRAVEL	51-510-56-00-5640		455.00
				INVOICE TOTAL:			455.00 *
	11763	10/11/25	01	GRAVEL	51-510-56-00-5640		65.00
				INVOICE TOTAL:			65.00 *
				CHECK TOTAL:			520.00
D004517	FREDRICK ROB FREDRICKSON						
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00



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

INVOICES DUE ON/BEFORE 11/10/2025

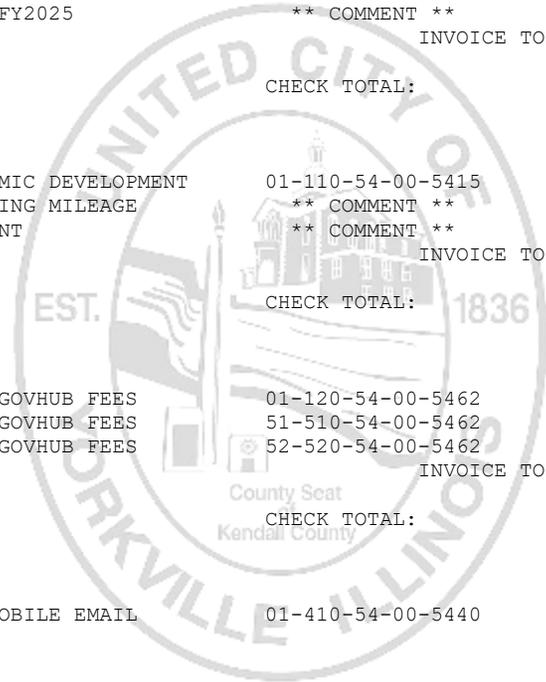
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543855	FUNKHOUC	CHRIS FUNKHOUSER					
	2025 IML	09/21/25	01	2025 IML CONFERENCE PARKING,	01-110-54-00-5415		593.41
			02	MILEAGE AND PER DIEM	** COMMENT **		
			03	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		593.41 *
					CHECK TOTAL:		593.41
543856	FUNONE	THE FUN ONES					
	90942-DEP	10/29/25	01	2026 MARGARITAS EN MAYO	79-000-14-00-1400		1,955.00
			02	DEPOSIT	** COMMENT **		
					INVOICE TOTAL:		1,955.00 *
					CHECK TOTAL:		1,955.00
543857	FUNONE	THE FUN ONES					
	90987-DEP	10/27/25	01	2026 BEACH PARTY DEPOSIT	79-000-14-00-1400		1,417.50
					INVOICE TOTAL:		1,417.50 *
					CHECK TOTAL:		1,417.50
D004518	GALAUNEJ	JAKE GALAUNER					
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					COUNTY DIRECT DEPOSIT TOTAL:		45.00
543858	GALAUNJU	JULIE GALAUNER					
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00



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

INVOICES DUE ON/BEFORE 11/10/2025

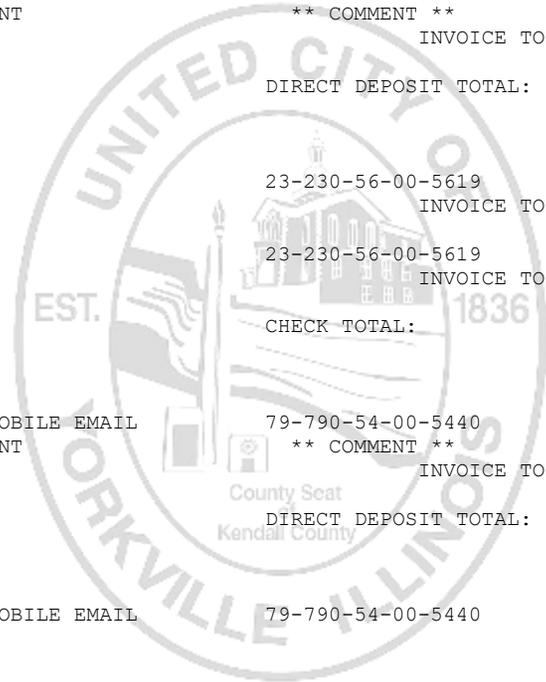
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543859	GARDKOCH 26560	GARDINER KOCH & WEISBERG 10/23/25	01	SEPT 2025 KIMBALL HILL I LEGAL	01-640-54-00-5461		400.58
					INVOICE TOTAL:		400.58 *
					CHECK TOTAL:		400.58
543860	GFOA 00026149	GOVERNMENT FINANCE OFFICERS 10/28/25	01	CERTIFICATE OF ACHIEVEMENT	01-120-54-00-5462		590.00
			02	REVIEW FEE FY2025	** COMMENT **		
					INVOICE TOTAL:		590.00 *
					CHECK TOTAL:		590.00
543861	GREGORYK EDC TRAINING 102325	KATELYN GREGORY 10/23/25	01	BASIC ECONOMIC DEVELOPMENT	01-110-54-00-5415		123.20
			02	CLASS TRAINING MILEAGE	** COMMENT **		
			03	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		123.20 *
					CHECK TOTAL:		123.20
543862	HARRIS MSIXT0000647	HARRIS COMPUTER SYSTEMS 10/27/25	01	OCT 2025 MYGOVHUB FEES	01-120-54-00-5462		109.08
			02	OCT 2025 MYGOVHUB FEES	51-510-54-00-5462		163.62
			03	OCT 2025 MYGOVHUB FEES	52-520-54-00-5462		48.12
					INVOICE TOTAL:		320.82 *
					CHECK TOTAL:		320.82
D004519	HENNED 110125	DURK HENNE 11/01/25	01	OCT 2025 MOBILE EMAIL	01-410-54-00-5440		45.00



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

INVOICES DUE ON/BEFORE 11/10/2025

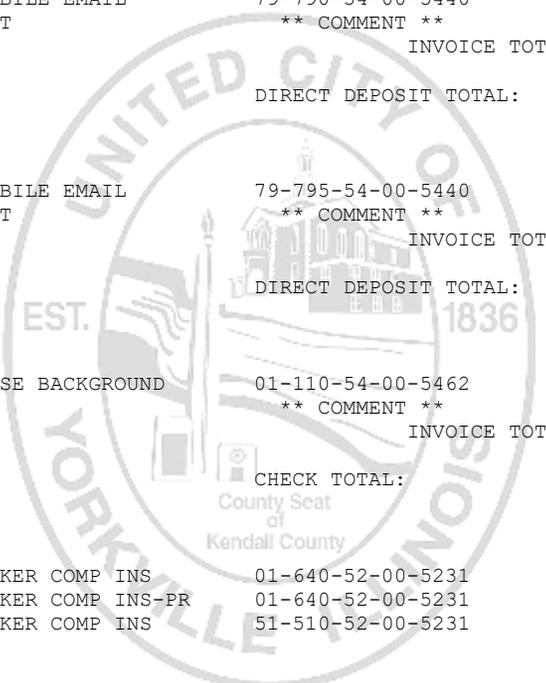
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004519	HENNED 110125	DURK HENNE 11/01/25	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004520	HERNANDN 110125	NOAH HERNANDEZ 11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	01-410-54-00-5440 ** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
543863	HIGHSTAR 16550	HIGH STAR TRAFFIC 10/27/25	01	SQUARE CAPS	23-230-56-00-5619		401.50
					INVOICE TOTAL:		401.50 *
	16571	10/14/25	01	STOP SIGNS	23-230-56-00-5619		119.60
					INVOICE TOTAL:		119.60 *
					CHECK TOTAL:		521.10
D004521	HODOUSR 110125	RICHARD HODOUS 11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004522	HORNERR 110125	RYAN HORNER 11/01/25	01	OCT 2025 MOBILE EMAIL	79-790-54-00-5440		45.00



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

INVOICES DUE ON/BEFORE 11/10/2025

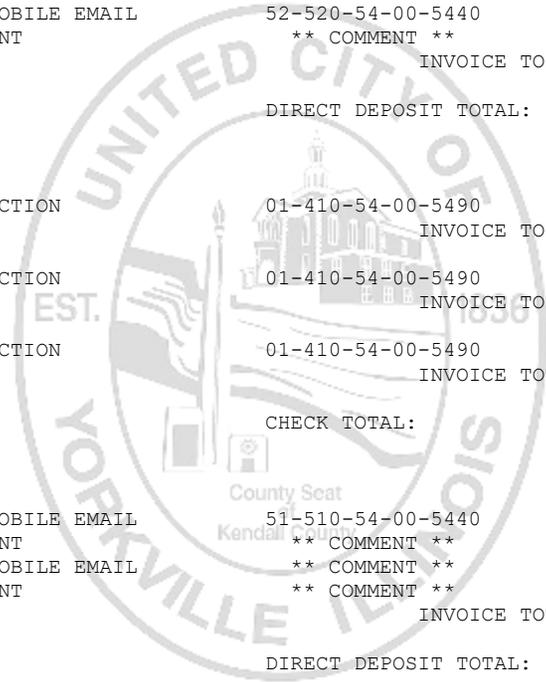
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004522	HORNERR RYAN HORNER 110125	11/01/25	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004523	HOULEA ANTHONY HOULE 110125	11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004524	IHRIGK KIRSTEN IHRIG 110125	11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	79-795-54-00-5440 ** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
543864	ILPD4778 ILLINOIS STATE POLICE 20250804790	08/31/25	01 02	LIQUOR LICENSE BACKGROUND CHECKS	01-110-54-00-5462 ** COMMENT **		
					INVOICE TOTAL:		81.00 *
					CHECK TOTAL:		81.00
543865	IPRF ILLINOIS PUBLIC RISK FUND 97319	10/16/25	01 02 03	DEC 2025 WORKER COMP INS DEC 2025 WORKER COMP INS-PR DEC 2025 WORKER COMP INS	01-640-52-00-5231 01-640-52-00-5231 51-510-52-00-5231		
							13,402.34
							2,726.36
							1,270.93



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

INVOICES DUE ON/BEFORE 11/10/2025

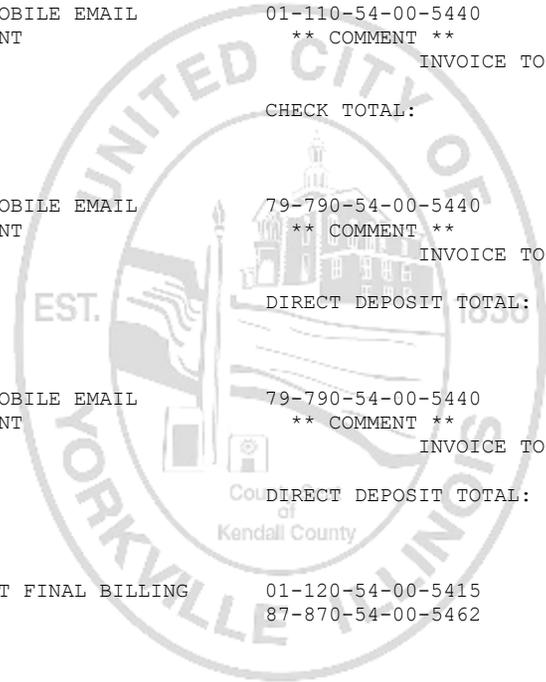
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543865	IPRF	ILLINOIS PUBLIC RISK FUND						
	97319	10/16/25	04	DEC 2025 WORKER COMP INS	52-520-52-00-5231		574.09	
			05	DEC 2025 WORKER COMP INS	82-820-52-00-5231		1,083.28	
						INVOICE TOTAL:	19,057.00 *	
					CHECK TOTAL:		19,057.00	
D004525	JACKSONJ	JAMIE JACKSON						
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	52-520-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	
543866	JIMSTRCK	JIM'S TRUCK INSPECTION LLC						
	12116	10/14/25	01	TRUCK INSPECTION	01-410-54-00-5490		43.00	
						INVOICE TOTAL:	43.00 *	
	212119	10/14/25	01	TRUCK INSPECTION	01-410-54-00-5490		84.00	
						INVOICE TOTAL:	84.00 *	
	212179	10/16/25	01	TRUCK INSPECTION	01-410-54-00-5490		43.00	
						INVOICE TOTAL:	43.00 *	
					CHECK TOTAL:		170.00	
D004526	JOHNGEOR	GEORGE JOHNSON						
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	51-510-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
			03	OCT 2025 MOBILE EMAIL	** COMMENT **			
			04	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	



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

INVOICES DUE ON/BEFORE 11/10/2025

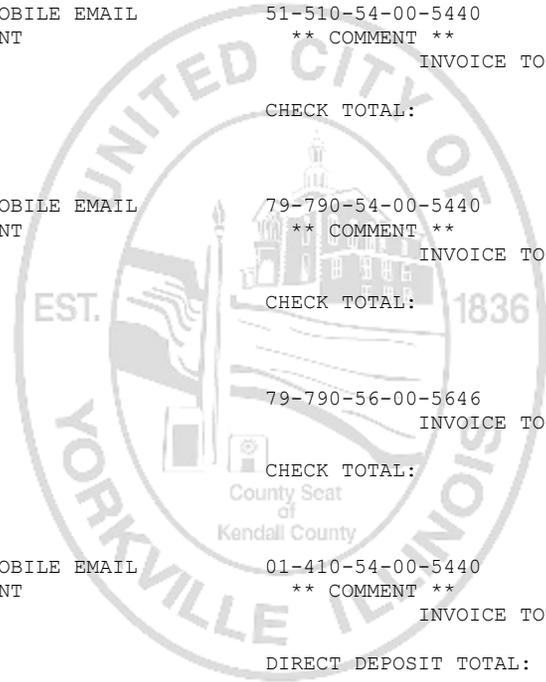
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543867	JONESB 110125	BRANDON JONES 11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	01-410-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * CHECK TOTAL: 45.00
543868	JONESKIM 110125	KIMBERLY KAY JONES 11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	01-110-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * CHECK TOTAL: 45.00
D004527	KLEEFISG 110125	GLENN KLEEFISCH 11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
D004528	LANDAP 110125	PAUL LANDA 11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
543869	LAUTAMEN 110641	LAUTERBACH & AMEN, LLP 10/23/25	01 02	FY2025 AUDIT FINAL BILLING TIF REPORT	01-120-54-00-5415 87-870-54-00-5462		2,000.00 196.67



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

INVOICES DUE ON/BEFORE 11/10/2025

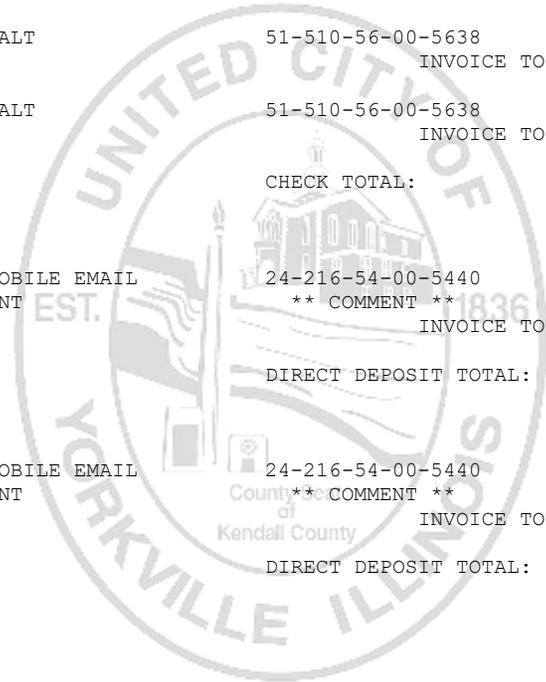
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543869	LAUTAMEN 110641	LAUTERBACH & AMEN, LLP 10/23/25	03 04	TIF REPORT TIF REPORT	88-880-54-00-5462 89-890-54-00-5462		196.66 196.67 INVOICE TOTAL: 2,590.00 *
				CHECK TOTAL:			2,590.00
543870	LEGENDRP 110125	PATRICK LEGENDRE 11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	51-510-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 *
				CHECK TOTAL:			45.00
543871	LOMBARDS 110125	STEVEN LOMBARDO 11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 *
				CHECK TOTAL:			45.00
543872	MARTENSO 102706	MARTENSON TURF PRODUCTS 10/15/25	01	FERTILIZER	79-790-56-00-5646		423.00 INVOICE TOTAL: 423.00 *
				CHECK TOTAL:			423.00
D004529	MCGREGOM 110125	MATTHEW MCGREGORY 11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	01-410-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 *
				DIRECT DEPOSIT TOTAL:			45.00



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

INVOICES DUE ON/BEFORE 11/10/2025

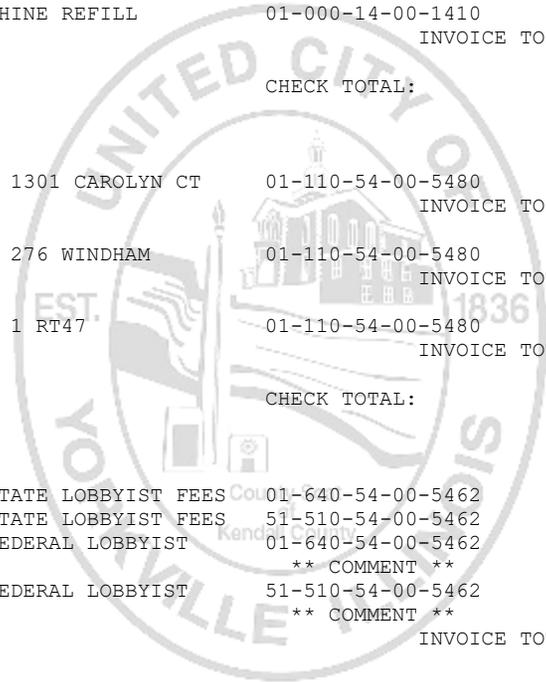
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543873	MIDWSALT	MIDWEST SALT					
	P484913	10/15/25	01	BULK ROCK SALT	51-510-56-00-5638		3,343.74
					INVOICE TOTAL:		3,343.74 *
	P484915	10/15/25	01	BULK ROCK SALT	51-510-56-00-5638		3,131.75
					INVOICE TOTAL:		3,131.75 *
	P484927	10/16/25	01	BULK ROCK SALT	51-510-56-00-5638		3,218.95
					INVOICE TOTAL:		3,218.95 *
	P484947	10/17/25	01	BULK ROCK SALT	51-510-56-00-5638		3,121.22
					INVOICE TOTAL:		3,121.22 *
	P484948	10/17/25	01	BULK ROCK SALT	51-510-56-00-5638		3,298.64
					INVOICE TOTAL:		3,298.64 *
				CHECK TOTAL:			16,114.30
D004530	MILSCHET	TED MILSCHEWSKI					
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
D004531	NAVARROJ	JESUS NAVARRO					
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
543874	NELSONL	LUKE NELSON					



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

INVOICES DUE ON/BEFORE 11/10/2025

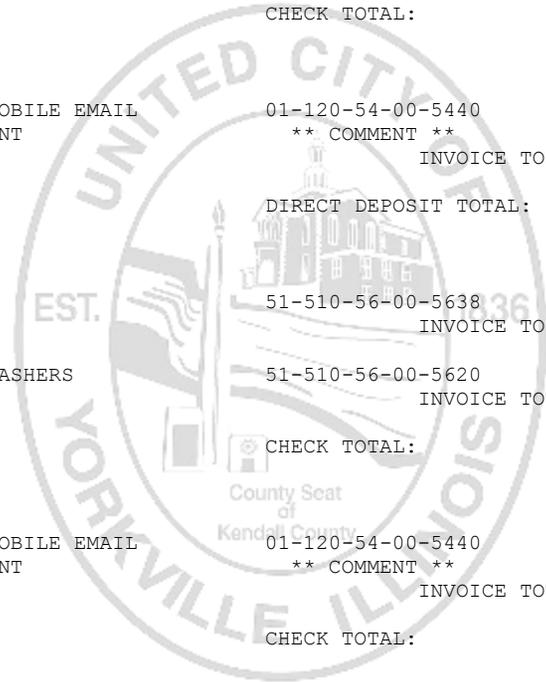
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543874	NELSONL LUKE NELSON 110125	11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	79-795-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * CHECK TOTAL: 45.00
543875	NEOPOST QUADIENT FINANCE USA, INC 102925-CITY	10/29/25	01	POSTAGE MACHINE REFILL	01-000-14-00-1410		300.00 INVOICE TOTAL: 300.00 * CHECK TOTAL: 300.00
543876	NICOR NICOR GAS						
	16-00-27-3553 4-1010	10/10/25	01	09/11-10/10 1301 CAROLYN CT	01-110-54-00-5480		56.62 INVOICE TOTAL: 56.62 *
	31-61-67-2493 1-1009	10/09/25	01	09/10-10/09 276 WINDHAM	01-110-54-00-5480		57.36 INVOICE TOTAL: 57.36 *
	95-16-10-1000 4-1014	10/14/25	01	09/15-10/14 1 RT47	01-110-54-00-5480		54.70 INVOICE TOTAL: 54.70 *
							CHECK TOTAL: 168.68
543877	OSWEGO VILLAGE OF OSWEGO 3316	10/13/25	01 02 03 04 05 06	OCT 2025 STATE LOBBYIST FEES OCT 2025 STATE LOBBYIST FEES OCT 2025 FEDERAL LOBBYIST FEES OCT 2025 FEDERAL LOBBYIST FEES	01-640-54-00-5462 51-510-54-00-5462 01-640-54-00-5462 ** COMMENT ** 51-510-54-00-5462 ** COMMENT **		1,166.66 1,166.67 1,562.50 1,562.50 INVOICE TOTAL: 5,458.33 *



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

INVOICES DUE ON/BEFORE 11/10/2025

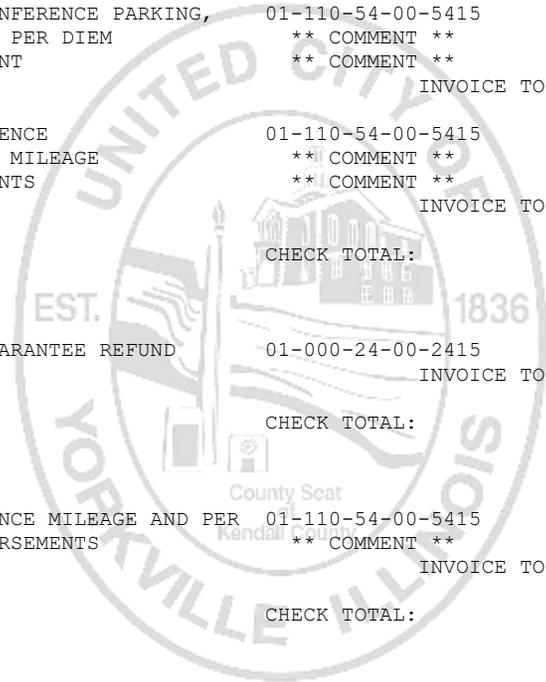
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543877	OSWEGO	VILLAGE OF OSWEGO					
	3319	10/15/25	01	DEC 2024 AND FEB 2025 WATER	51-510-60-00-6011		875.25
			02	FUND STUDY REIMBURSEMENTS	** COMMENT **		
					INVOICE TOTAL:		875.25 *
	3321	10/15/25	01	AUG 2025 TRAINING COORDINATOR	01-210-54-00-5413		6,008.05
			02	SALARY REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		6,008.05 *
					CHECK TOTAL:		12,341.63
D004532	PIAZZA	AMY SIMMONS					
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
543878	POLLARD	FERGUSON ENTERPRISES LLC #3325					
	0297882	10/03/25	01	SNUBBER	51-510-56-00-5638		81.05
					INVOICE TOTAL:		81.05 *
	0298491	10/14/25	01	FIRE HOSE WASHERS	51-510-56-00-5620		75.40
					INVOICE TOTAL:		75.40 *
					CHECK TOTAL:		156.45
543879	POOLEK	KAELIN POOLE					
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00



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

INVOICES DUE ON/BEFORE 11/10/2025

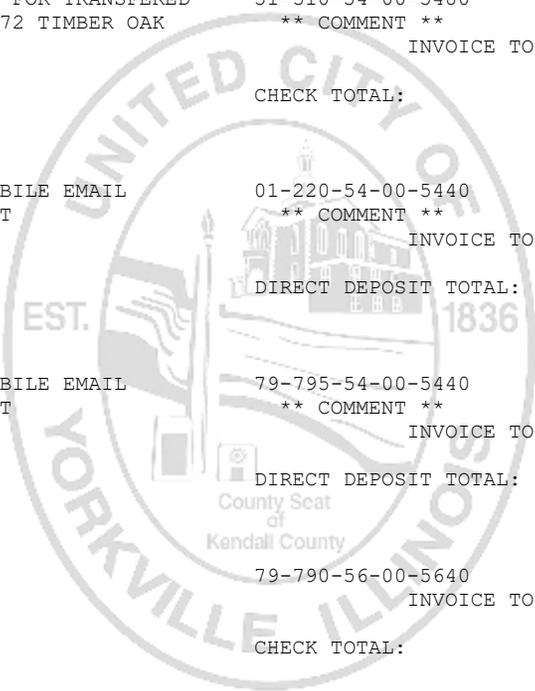
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543880	PURCELLJ 110125	JOHN PURCELL 11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	01-110-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * CHECK TOTAL: 45.00
543881	PURCELLJ 2025 IML	JOHN PURCELL 09/20/25	01 02 03	2025 IML CONFERENCE PARKING, MILEAGE AND PER DIEM REIMBURSEMENT	01-110-54-00-5415 ** COMMENT ** ** COMMENT **		431.00 INVOICE TOTAL: 431.00 * CHECK TOTAL: 551.20
	2025-ICSC	10/27/25	01 02 03	ICSC CONFERENCE PARKING AND MILEAGE REIMBURSEMENTS	01-110-54-00-5415 ** COMMENT ** ** COMMENT **		120.20 INVOICE TOTAL: 120.20 * CHECK TOTAL: 551.20
543882	R0001975 3109 CONSTITUTION	RYAN HOMES 10/23/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		4,200.00 INVOICE TOTAL: 4,200.00 * CHECK TOTAL: 4,200.00
543883	R0002351 2025-IML	DAN TRANSIER 09/19/25	01 02	IML CONFERENCE MILEAGE AND PER DIEM REIMBURSEMENTS	01-110-54-00-5415 ** COMMENT **		212.20 INVOICE TOTAL: 212.20 * CHECK TOTAL: 212.20



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

INVOICES DUE ON/BEFORE 11/10/2025

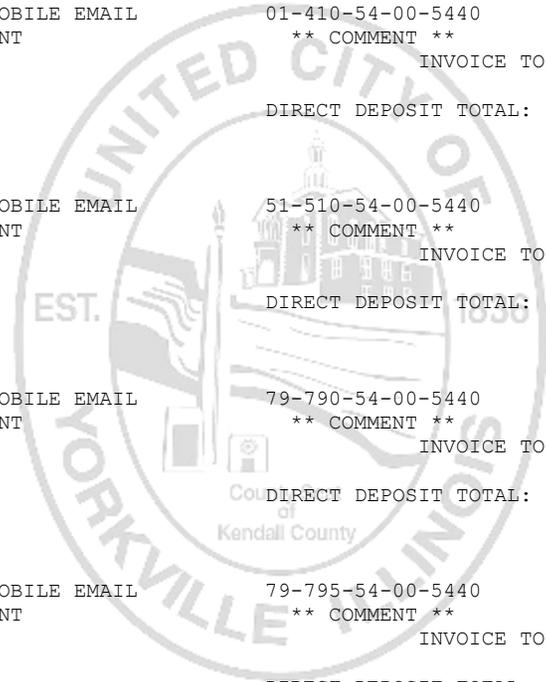
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543884	R0002509	SPECIAL OLYMPICS ILLINOIS						
	2025 TORCH	10/28/25	01	2025 TORCH RUN PROCEEDS	01-000-24-00-2421		195.00	
					INVOICE TOTAL:		195.00 *	
					CHECK TOTAL:		195.00	
543885	RALLY	RALLY HOMES, LLC						
	COMED ACCT#807696050	10/24/25	01	BALANCE PAID FOR TRANSFERED	51-510-54-00-5480		692.85	
			02	ACCOUNT AT 972 TIMBER OAK	** COMMENT **			
					INVOICE TOTAL:		692.85 *	
					CHECK TOTAL:		692.85	
D004533	RATOSP	PETE RATOS						
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	01-220-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	
D004534	REDMONST	STEVE REDMON						
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	79-795-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	
543886	REINDERS	REINDERS, INC.						
	6081642-00	10/16/25	01	O-RINGS	79-790-56-00-5640		29.83	
					INVOICE TOTAL:		29.83 *	
					CHECK TOTAL:		29.83	



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

INVOICES DUE ON/BEFORE 11/10/2025

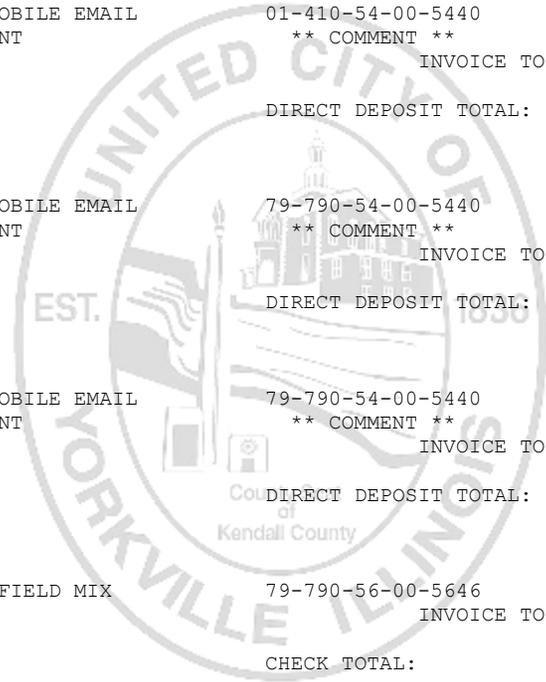
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004535	ROSBOROS SHAY REMUS 110125	11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	79-795-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
D004536	ROZBORSA ADAM ROZBORSKI 110125	11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	01-410-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
D004537	SCODROP PETER SCODRO 110125	11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	51-510-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
D004538	SCOTTTR TREVOR SCOTT 110125	11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
D004539	SENDRAS SAMANTHA SENDRA 110125	11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	79-795-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00



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

INVOICES DUE ON/BEFORE 11/10/2025

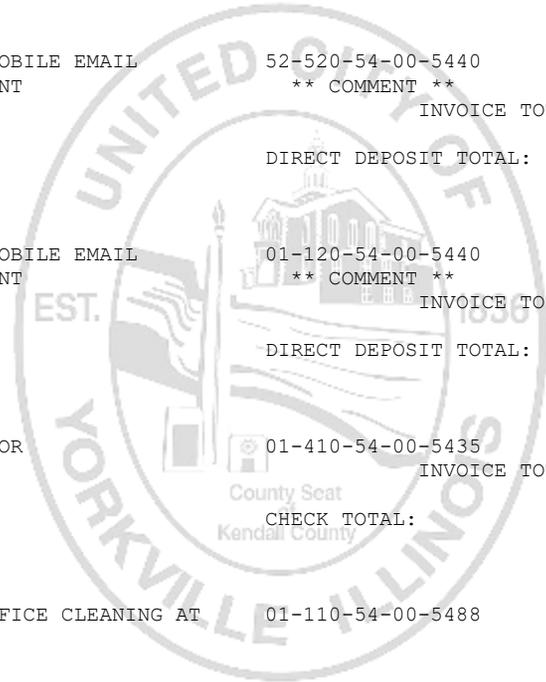
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004540	SENGM MATT SENG 110125	11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	01-410-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
D004541	SLEEZERJ JOHN SLEEZER 110125	11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	01-410-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
D004542	SLEEZERS SCOTT SLEEZER 110125	11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
D004543	SMITHD DOUG SMITH 110125	11/01/25	01 02	OCT 2025 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
543887	SPRTFLD SPORTSFIELDS, INC. 25136	10/23/25	01	BASEBALL INFIELD MIX	79-790-56-00-5646		4,282.37 INVOICE TOTAL: 4,282.37 * CHECK TOTAL: 4,282.37



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

INVOICES DUE ON/BEFORE 11/10/2025

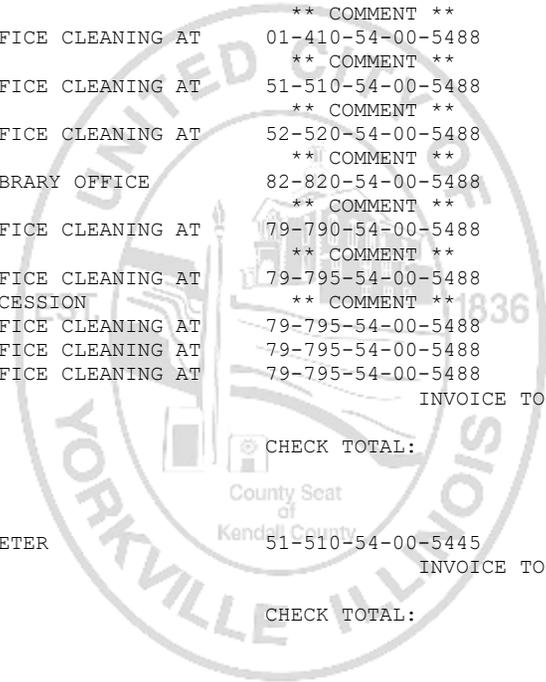
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543888	STANDE	STANDARD EQUIPMENT CO					
	P07044	10/20/25	01	NOZZLE	52-520-56-00-5620		1,192.22
					INVOICE TOTAL:		1,192.22 *
	P07045	10/20/25	01	QUICK CONNECTS	52-520-56-00-5628		206.85
					INVOICE TOTAL:		206.85 *
					CHECK TOTAL:		1,399.07
D004544	STEFFANG	GEORGE A STEFFENS					
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004545	THOMASL	LORI THOMAS					
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
543889	TRAFFIC	TRAFFIC CONTROL CORPORATION					
	161240	10/16/25	01	LOOP DETECTOR	01-410-54-00-5435		2,200.00
					INVOICE TOTAL:		2,200.00 *
					CHECK TOTAL:		2,200.00
543890	UNIMAX	UNI-MAX MANAGEMENT CORP					
	5562	10/16/25	01	OCT 2025 OFFICE CLEANING AT	01-110-54-00-5488		383.23



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

INVOICES DUE ON/BEFORE 11/10/2025

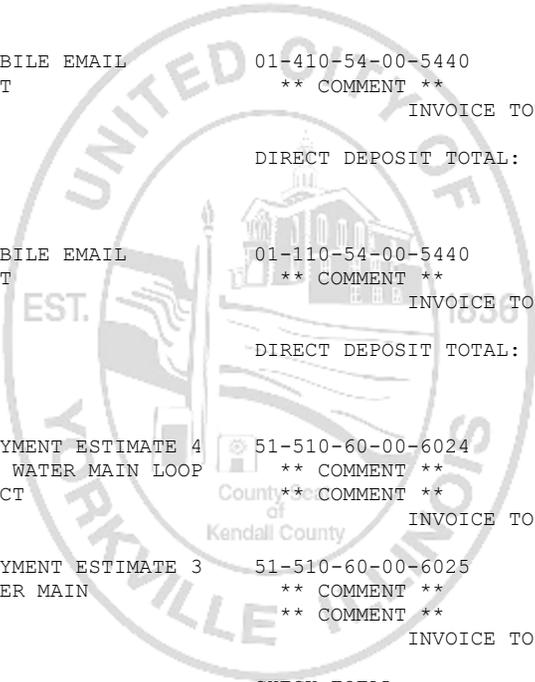
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
543890	UNIMAX	UNI-MAX MANAGEMENT CORP					
	5562	10/16/25	02	651 PP	** COMMENT **		
			03	OCT 2025 OFFICE CLEANING AT	01-120-54-00-5488		383.23
			04	651 PP	** COMMENT **		
			05	OCT 2025 OFFICE CLEANING AT	01-210-54-00-5488		1,100.70
			06	651 PP	** COMMENT **		
			07	OCT 2025 OFFICE CLEANING AT	79-795-54-00-5488		329.90
			08	651 PP	** COMMENT **		
			09	OCT 2025 OFFICE CLEANING AT	01-220-54-00-5488		210.94
			10	651 PP	** COMMENT **		
			11	OCT 2025 OFFICE CLEANING AT	01-410-54-00-5488		158.66
			12	610 TOWER	** COMMENT **		
			13	OCT 2025 OFFICE CLEANING AT	51-510-54-00-5488		158.67
			14	610 TOWER	** COMMENT **		
			15	OCT 2025 OFFICE CLEANING AT	52-520-54-00-5488		158.67
			16	610 TOWER	** COMMENT **		
			17	OCT 2025 LIBRARY OFFICE	82-820-54-00-5488		2,184.00
			18	CLEANING	** COMMENT **		
			19	OCT 2025 OFFICE CLEANING AT	79-790-54-00-5488		238.00
			20	185 WOLF	** COMMENT **		
			21	OCT 2025 OFFICE CLEANING AT	79-795-54-00-5488		238.00
			22	BEECHER CONCESSION	** COMMENT **		
			23	OCT 2025 OFFICE CLEANING AT	79-795-54-00-5488		238.00
			24	OCT 2025 OFFICE CLEANING AT	79-795-54-00-5488		728.00
			25	OCT 2025 OFFICE CLEANING AT	79-795-54-00-5488		238.00
				INVOICE TOTAL:			6,748.00 *
				CHECK TOTAL:			6,748.00
543891	WATERSER	WATER SERVICES CO.					
	41640	10/22/25	01	INSTALLED METER	51-510-54-00-5445		7,184.90
				INVOICE TOTAL:			7,184.90 *
				CHECK TOTAL:			7,184.90



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

INVOICES DUE ON/BEFORE 11/10/2025

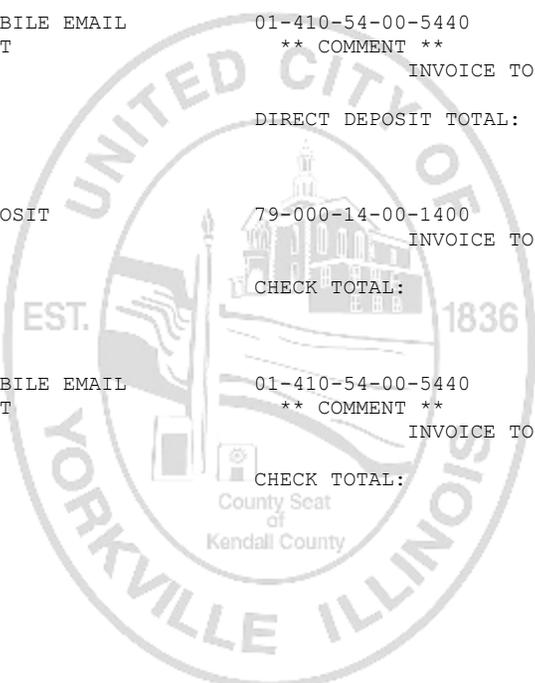
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
543892	WATERSYS	WATER SOLUTIONS UNLIMITED, INC						
	7230583	10/17/25	01	CHEMICALS	51-510-56-00-5638		3,399.50	
					INVOICE TOTAL:		3,399.50 *	
	7233066	10/21/25	01	CHEMICALS	51-510-56-00-5638		4,052.00	
					INVOICE TOTAL:		4,052.00 *	
					CHECK TOTAL:		7,451.50	
D004546	WEBERR	ROBERT WEBER						
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	01-410-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	
D004547	WILLRETE	ERIN WILLRETT						
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	01-110-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	
543893	WINNINGE	WINNINGER EXCAVATING INC.						
	102325-4	10/23/25	01	ENGINEERS PAYMENT ESTIMATE 4	51-510-60-00-6024		93,842.83	
			02	FOR ELDAMAIN WATER MAIN LOOP	** COMMENT **			
			03	SOUTH CONTRACT	** COMMENT **			
					INVOICE TOTAL:		93,842.83 *	
	102725-3	10/27/25	01	ENGINEERS PAYMENT ESTIMATE 3	51-510-60-00-6025		183,411.40	
			02	FOR 2025 WATER MAIN	** COMMENT **			
			03	REPLACEMENT	** COMMENT **			
					INVOICE TOTAL:		183,411.40 *	
					CHECK TOTAL:		277,254.23	



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

INVOICES DUE ON/BEFORE 11/10/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004548	WOLFB BRANDON WOLF						
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004549	YODERD DAVID YODER						
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
543894	YORKBIGB YORKVILLE BIG BAND						
	2026 HTD-DEP	10/27/25	01	2026 HTD DEPOSIT	79-000-14-00-1400		300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
543895	ZITTA AUGUST ZITT						
	110125	11/01/25	01	OCT 2025 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
TOTAL CHECKS PAID:							838,564.43
TOTAL DIRECT DEPOSITS PAID:							14,252.50
TOTAL AMOUNT PAID:							852,816.93



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



UNITED CITY OF YORKVILLE PAYROLL SUMMARY October 18, 2025

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 1,631.82	\$ -	\$ 1,631.82	\$ -	\$ 124.83	\$ 1,756.65
ALDERMAN	6,064.80	-	6,064.80	-	463.89	6,528.69
ADMINISTRATION	23,637.54	-	23,637.54	1,565.07	1,225.25	26,427.86
FINANCE	17,266.28	-	17,266.28	1,146.48	1,284.98	19,697.74
POLICE	144,400.38	1,473.15	145,873.53	497.94	10,757.66	157,129.13
COMMUNITY DEV.	35,765.44	-	35,765.44	2,374.82	2,636.11	40,776.37
STREETS	32,115.63	560.08	32,675.71	2,169.66	2,412.46	37,257.83
BUILDING & GROUNDS	6,977.17	-	6,977.17	463.28	519.35	7,959.80
WATER	24,826.36	358.50	25,184.86	1,616.50	1,848.62	28,649.98
SEWER	18,783.06	719.89	19,502.95	1,295.01	1,433.43	22,231.39
PARKS	39,597.31	151.86	39,749.17	2,467.87	2,953.43	45,170.47
RECREATION	32,781.28	-	32,781.28	1,597.72	2,437.83	36,816.83
LIBRARY	21,682.66	-	21,682.66	937.90	1,600.45	24,221.01
TOTALS	\$ 405,529.73	\$ 3,263.48	\$ 408,793.21	\$ 16,132.25	\$ 29,698.29	\$ 454,623.75

TOTAL PAYROLL

\$ 454,623.75



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Monday, November 10, 2025

ACCOUNTS PAYABLE

DATE

Manual City Check Register <i>(Page 1)</i>	10/24/2025	\$	2,196.00
Manual City Check Register <i>(Pages 2 - 5)</i>	10/24/2025		2,243.00
City MasterCard Bill Register <i>(Pages 6 - 19)</i>	10/25/2025		104,975.09
Manual City Check Register <i>(Pages 20 - 22)</i>	10/31/2025		2,280.00
Manual City Check Register <i>(Page 23)</i>	11/07/2025		25,716.00
City Check Register <i>(Pages 24 - 47)</i>	11/10/2025		852,816.93

SUB-TOTAL: \$ 990,227.02

WIRE PAYMENTS

Dearborn Insurance- Oct 2025	11/03/2025	\$	3,667.67
Blue Cross/ Blue Shield Insurance-Nov 2025	10/31/2025		194,120.27

TOTAL PAYMENTS: \$197,787.94

PAYROLL

Bi - Weekly <i>(Page 48)</i>	10/18/2025	\$	454,623.75
------------------------------	------------	----	------------

SUB-TOTAL: \$ 454,623.75

TOTAL DISBURSEMENTS: \$ 1,642,638.71



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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2025-83

Agenda Item Summary Memo

Title: Pre-Order of Three (3) 2026 Ford Interceptor SUVs in FY 2027

Meeting and Date: City Council – November 10, 2025

Synopsis: Please see the 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: James Jensen Chief of Police
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Ray Mikolasek, Deputy Police Chief
James Jensen, Chief of Police
CC: Bart Olson, City Administrator
Date: November 6, 2025
Subject: Pre-Order of Three (3) 2026 Ford Interceptor SUVs in FY2027

Summary

Staff is seeking support to pre-order three (3) 2026 Ford Interceptor SUV vehicles in the amount not to exceed \$243,000 that will be proposed in the FY2027 budget.

Background

Our last fourteen patrol vehicles purchased have been through Morrow Brothers Ford in Greenfield, Illinois. These vehicles have been Police Utility Ford Explorers. We have heard positive feedback from our officers regarding these vehicles. Some of the highlights include ample space for equipment, the prisoner transport area is larger, and the vehicles are AWD.

Purchasing an SUV for patrol offers many advantages for the department. The winter months are harsh and having an all-wheel-drive vehicle will allow for safer roadway travel during inclement weather. Added interior room in the vehicles provide staff comfort as well as storing the necessary equipment (i.e., rifles, shotguns, ballistic shields, helmet, etc.).

Currently, Sutton Ford in Matteson, Illinois, holds the state bid for the purchase of police fleet SUV vehicles. Sutton Ford has provided a vehicle cost of \$48,012.00 (**Exhibit B**) for the 2026 Ford Interceptor SUV. Unfortunately, Sutton Ford requires an order for 2026 Ford Explorers be placed by the end of September 2025 to guarantee delivery in 2026, and failure to meet that deadline, may delay delivery until 2027. As mentioned previously, we have purchased vehicles from Morrow Brothers Ford for many years. Morrow Brothers Ford advised they are still taking orders for 2026 Ford Interceptor SUVs through the end of the year. Morrow Brothers has promised those vehicles at \$45,535.00, which currently brings the total to \$2,477 per vehicle less than Sutton Ford's current state bid pricing. Currently, Morrow Brothers Ford is taking orders on a first come first serve basis for agencies to receive 2026 police vehicles. We would like to be added to that list. We would not take delivery/ownership of these vehicles until after May 1, 2026 (FY27). In the event we are placed on the list but have to cancel our order there is no penalty or cost to the United City of Yorkville.

See the attached vehicle specifications and pricing form (**Exhibit A**) for vehicle equipment and pricing. Below is a breakdown of the cost of a new patrol SUV which includes additional equipment and installation.

Morrow Brothers Vehicle Base Cost	\$45,535
Other Vendors Additional Equipment Costs	\$35,465 (including installation)
Total Squad Cost not to exceed	\$81,000 per vehicle

***Included in the base vehicle cost is registration, key fobs, headlight wig-wag lighting, prisoner door locks, heated mirrors, police idle switch and grill prewire. Morrow Brothers Ford offers specific

equipment packages that are installed in the vehicle upon delivery. We have compared the cost of purchasing and installing through a third party and have found Morrow Brothers to be cost-efficient and time efficient to include these items in the initial vehicle purchase.

Two (2) vehicles proposed for purchase will be two (2) fully marked squad cars. This would mean the lightbar would be on top of the vehicle, decals on the vehicle and a prisoner cage. One (1) vehicle will be a slick top vehicle with no lightbar on top.

Recommendation

Staff recommends the ability to pre-order three (3) 2026 Ford Interceptor SUV vehicles and associated equipment in the amount not to exceed \$243,000 as will be included in the FY27 budget.

Attachments

- Exhibit A – Morrow Brothers Vehicle Purchase Specifications Order Form
 - Exhibit B – Sutton Ford State Bid Quote
-

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, AUTHORIZING THE PURCHASE OF THREE FORD INTERCEPTOR SPORTS UTILITY VEHICLES FROM MARROW BROTHERS FORD, INC., IN AN AMOUNT NOT TO EXCEED \$243,000

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

WHEREAS, the City’s 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’s police department is in need of three new squad vehicles for patrol officers, and prefers the use of sport utility vehicles for this purpose because sport utility vehicles have ample space for equipment, a larger prisoner transport area, and are all wheel drive; and

WHEREAS, Marrow Brothers Ford, Inc., of Greenville, Illinois (the “*Supplier*”) is a supplier of Ford vehicles, and has provided the City with a quote for the purchase of three 2025 Ford interceptor sport utility vehicles (the “*Quote*”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Supplier has offered to sell the three new Ford interceptor sport utility vehicles (“*Vehicles*”) to the City for a combined total of \$243,000, said cost including the three SUVs, and purchase and installation of additional required equipment, as detailed in the Quote; and

WHEREAS, the Supplier has provided vehicles to the City in the past, the City has a positive relationship with the Supplier, and the Supplier’s quoted price is reasonable; and

WHEREAS, the City would not accept delivery of the Vehicles until at least May of 2026, and therefore this purchase would be included in the City’s 2027 budget; 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 Vehicles from the Supplier in accordance with the provisions of the Quote.

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

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

Section 2. The Corporate Authorities hereby waive the bidding requirements pursuant to the City’s Code of Ordinances, and the City Administrator is hereby authorized and directed to proceed with the purchase of three 2025 Ford Interceptor Sport Utility Vehicles, as described in the Quote, from Marrow Brothers Ford of Greenville, 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



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

October 13, 2025

Yorkville Illinois Police Department
Deputy Chief Ray Mikolasek
C: 630-973-9884
rmikolasek@yorkville.il.us

We propose the following for your consideration.

3-2026 New Ford Police Interceptor Utility AWD Gasoline

- Exterior Color Black
- 18D Rear Hatch Timer Delete
- FDL Front Red/White Dome Light
- 51W Prisoner Area Dome Light
- 68G Rear Locks/Windows Driver Controlled
- New MP License/Title, Customer Pick Up
- Customer will take possession after 5-1-26.
- Vehicle Warning Equipment – Per attached page
- All other standard equipment – Per attached page

Illinois Government Price \$59,776.00 Each

Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

10-16-25

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

Yorkville Police Department 2026 Patrol Vehicle Warning Equipment

Whelen Liberty II DUO Lightbar w/Traffic Preemption
All Linear Super LED Light Heads Red/Blue/White

4-Corner DUO LED Warning, Headlamp Wig-Wag

DUO Intersection LED under mirror warning, Whelen Rear Pillar Warning

Whelen Avenger II DUO Red/Blue inside cargo glass. One each side

Whelen Full Feature Siren w/100-Watt Siren Speaker
Wail, Yelp, Priority, Horn, PA, Integrated Light Controls

Havis Console w/Arm Rest/Cup Holders/12 Volt Power Outlets

Havis Dock Mount, Havis Charge Guard, Lund Loft Electronics Tray

Single Cell Partition w/Prisoner Transport Seat, LED Light in Prisoner Area

Install customer supplied antennas, mobile radio and video system.

All Parts, Labor and Professional Installation INCLUDED

Customer Acceptance: *Byrd V. Nichols* Date: 10-16-25

Notes:



COMMERCIAL & FLEET

SUTTON FORD INC.

21315 CENTRAL AVE.
MATTESON IL 60443

INVOICE

Thursday, August 14, 2025

DATE

PURCHASER'S NAME

QUOTE

STREET ADDRESS

CITY STATE IL ZIP BUS PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING

NEW [x] USED [] SUV [x] TRUCK [] CAR []

Table with columns: YEAR, MAKE, MODEL, BODY TYPE, COLOR, TRIM, STOCK NO., VIN NO., MILES, SALES REP, and various fees/taxes. Includes subtotals for trade-in and fleet sales information.

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby THIS ORDER IS NOT A BINDING CONTRACT.

ACCEPTED BY: PURCHASER'S SIGNATURE DATE 8/14/2025

ACCEPTED BY: Scott Ourednik DEALER OR HIS AUTHORIZED REPRESENTATIVE DATE 8/14/2025

3.3L V6 HYBRID + \$2,031 3.0L V6 ECOBOOST + \$2,908



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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2025-84

Agenda Item Summary Memo

Title: Surplus Request for Disposal of Police Vehicles

Meeting and Date: City Council – November 10, 2025

Synopsis: Authorizing the disposal of surplus property owned by the United City of Yorkville.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: James Jensen Chief of Police
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: James Jensen, Chief of Police
CC: Bart Olson, City Administrator
Date: October 21, 2025
Subject: Surplus Request for Disposal of Police Vehicles

Summary

Authorizing the Transfer of Surplus Property Owned by the United City of Yorkville.

Background

During the budgeting process, staff evaluates its department fleet based on the Fleet Replacement Policy. Staff determines if a vehicle should continue its service within the said department or be repurposed or replaced/disposed of. Once the determination is reached to replace or dispose of the vehicle, it is up to the City Council to approve such action.

Recently, we took delivery of two new Police Explorer Interceptors and have fully outfitted both vehicles. Vehicles are assigned to the Field Operations Division and are fully operational. With the addition of these new vehicles, we have identified two (2) vehicles that are at the end of their service life, are in surplus, and in need of disposal:

Squad M5 is a 2016 Chevrolet Impala (VIN # 2G1WD5E36G1156162) with 97,160 miles. **Squad M13** is also a 2016 Chevrolet Impala (VIN #2G1WD5E31G1149006) with 98,908 miles. Both vehicles spent their service life as patrol vehicles and are currently out of service due to major mechanical issues on both vehicles. Utilizing the United City of Yorkville vehicle replacement guidelines (Exhibit A / Exhibit B) The vehicles currently receive scores which fall into the “high priority replacement” category. Due to the age and manufacture of the vehicles several needed repairs would exceed the value of the vehicles themselves. In the past, we have utilized Auto Smart (Freeport, Illinois. Formerly Oswego, Illinois) to facilitate excess inventory disposal. Our history with this company has been fair and quick with the transactions. The current professional opinion from Auto Smart is M5 and M13 should not be sold to the retail market due to the age of the vehicles and their mechanical issues.

The Director of Indian Valley Vocational Center advised a vehicle such as **Squad M5** would provide excellent opportunity for his students to learn maintenance and repair. He further advised the center has difficulty acquiring vehicles and would be grateful for the donation.

Bristol Kendall Fire Protection District advised a vehicle such as **Squad M13** would provide a valuable training asset for their agency to learn crash response and extrication. BKFD also has difficulty securing vehicles for training and would greatly appreciate the donation for their agency.

Recommendations / Attachments

Staff recommends the following:

- Squad M5: Be donated to the Indian Valley Vocational Center
- Squad M13: Be donated to Bristol Kendall Fire Protection District

Attachments

- Exhibit A (Attachment): M-5 Bill of Sale
- Exhibit B (Attachment): M-13 Bill of Sale

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, DECLARING CERTAIN PERSONAL PROPERTY SURPLUS AND DIRECTING DISPOSITION OF SAME

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 Illinois Municipal Code authorizes the City to sell any personal property that is no longer necessary or useful to the City (65 ILCS 5/11-76-4); and

WHEREAS, the United City of Yorkville Police Department (the “*Department*”) has prioritized upgrading the Department’s fleet of squad vehicles; and

WHEREAS, due to the addition of new vehicles, the Department has identified two 2016 Chevrolet Impalas (the “*Vehicles*”) as surplus and no longer necessary or useful to the Department; and

WHEREAS, the Indian Valley Vocational Center accepts donated vehicles for students to learn vehicle maintenance and repair, and Bristol-Kendall Fire Protection District accepts donated vehicles for crash response and extrication training; and

WHEREAS, the City has determined that it is in the best interest of the City and its residents to declare the Vehicles surplus and authorize the donation of said surplus Vehicles as recommended by the Department.

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. The Mayor and City Council of the United City of Yorkville find and determine that the following vehicle be declared surplus and no longer needed for municipal purposes, and

further authorize and direct the disposal of same by donation to the Indian Valley Vocational Center:

“Squad M5”, a 2016 Chevrolet Impala 97,160 miles (VIN # 2G1WD5E36G1156162)

Section 3. The Mayor and City Council of the United City of Yorkville find and determine that the following vehicle be declared surplus and no longer needed for municipal purposes, and further authorize and direct the disposal of same by donation to the Bristol-Kendall Fire Protection District:

“Squad M13”, a 2016 Chevrolet Impala, 98,908 miles (VIN # 2G1WD5E31G1149006)

Section 4. 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

Vehicle #	M5	Year	2016	United City of Yorkville			
Make	Chevrolet	Model	Impala				
Miles	97,160	Hours	n/a	Vehicle Replacement Guideline			
Original \$	21,197.00	in (date)					
Budgeted Replacement \$					Replacement Point Range:		
Sale / Auction / Estimated Trade-in \$					Under 18 points	Condition I	Excellent
Life Expectancy	5 years (2021)			18 - 22 points	Condition II	Good	
Type of Service	Patrol / Investigations / Training			23 - 27 points	Condition III	Qualifies for replacement	
Department	YPD			28+ points	Condition IV	High priority replacement	



FACTOR	POINTS	DESCRIPTION	VEHICLE SCORE
AGE	1	Each year of chronological age	9
MILES / HOURS	1	Each 10,000 miles of usage	9
	1	Each 700 hours of usage (priority over miles on heavy duty and off-road equipment)	
TYPE OF SERVICE	1	Standard sedans and light pickups	5
	2	Standard vehicles with the occasional off-road usage	
	3	Vehicles that pull trailers, haul heavy loads, has continued off-road usage, and police administration	
	4	Any vehicle involved in snow removal	
	5	Police emergency response vehicles	
RELIABILITY (PM work is not included)	1	In shop one time within a three month time period, no major breakdowns or road calls	3
	2	In shop one time within a three month time period, 1 breakdown or road call within a three month period	
	3	In shop more than twice within a one month time period, no major breakdown or road call	
	4	In shop more than once within one month time period, two or more breakdowns/road calls within the same time period	
	5	In shop more than twice monthly, two or more breakdowns within one month time period	
MAINTENANCE AND REPAIR COSTS (Accident Repairs not included)	1	Maintenance costs (cumulative total) are ≤ 10% of purchase cost	3
	2	Maintenance costs (cumulative total) are ≤ 25% of purchase cost	
	3	Maintenance costs (cumulative total) are ≤ 45% of purchase cost	
	4	Maintenance costs (cumulative total) are ≤ 60% of purchase cost	
	5	Maintenance costs (cumulative total) are ≥ 61% of purchase cost	
CONDITION	1	Good drive train and minor body imperfections (road chips, scratches)	5
	2	Imperfections in body & paint, paint fading & dents, interior fair (no rips, tears, burns), and a good drive train	
	3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on equipment, worn interior (one or more rips, tears, burns), and a weak or noisy drive train	
	4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips, cracked dash), major damage from add-on equipment, and one drive train component bad	
	5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative, major damage from add-on equipment	

TOTAL **34**

Vehicle #	M13	Year	2016	United City of Yorkville		
Make	Chevrolet	Model	Impala			
Miles	98,908	Hours	n/a	Vehicle Replacement Guideline		
Original \$	21,197.00	in (date)				
Budgeted Replacement \$				Replacement Point Range:		
Sale / Auction / Estimated Trade-in \$				Under 18 points	Condition I	Excellent
Life Expectancy	5 years (2021)			18 - 22 points	Condition II	Good
Type of Service	Patrol / Community Service Officer			23 - 27 points	Condition III	Qualifies for replacement
Department	YPD			28+ points	Condition IV	High priority replacement



FACTOR	POINTS	DESCRIPTION	VEHICLE SCORE
AGE	1	Each year of chronological age	9
MILES / HOURS	1	Each 10,000 miles of usage	9
	1	Each 700 hours of usage (priority over miles on heavy duty and off-road equipment)	
TYPE OF SERVICE	1	Standard sedans and light pickups	5
	2	Standard vehicles with the occasional off-road usage	
	3	Vehicles that pull trailers, haul heavy loads, has continued off-road usage, and police administration	
	4	Any vehicle involved in snow removal	
	5	Police emergency response vehicles	
RELIABILITY (PM work is not included)	1	In shop one time within a three month time period, no major breakdowns or road calls	3
	2	In shop one time within a three month time period, 1 breakdown or road call within a three month period	
	3	In shop more than twice within a one month time period, no major breakdown or road call	
	4	In shop more than once within one month time period, two or more breakdowns/road calls within the same time period	
	5	In shop more than twice monthly, two or more breakdowns within one month time period	
MAINTENANCE AND REPAIR COSTS (Accident Repairs not included)	1	Maintenance costs (cumulative total) are ≤ 10% of purchase cost	3
	2	Maintenance costs (cumulative total) are ≤ 25% of purchase cost	
	3	Maintenance costs (cumulative total) are ≤ 45% of purchase cost	
	4	Maintenance costs (cumulative total) are ≤ 60% of purchase cost	
	5	Maintenance costs (cumulative total) are ≥ 61% of purchase cost	
CONDITION	1	Good drive train and minor body imperfections (road chips, scratches)	5
	2	Imperfections in body & paint, paint fading & dents, interior fair (no rips, tears, burns), and a good drive train	
	3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on equipment, worn interior (one or more rips, tears, burns), and a weak or noisy drive train	
	4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips, cracked dash), major damage from add-on equipment, and one drive train component bad	
	5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative, major damage from add-on equipment	
TOTAL			34

BILL OF SALE

Seller, United City of Yorkville, 651 Prairie Pointe Drive Yorkville, Illinois, in consideration of \$0.00, which has been received, hereby sells and transfers to Buyer,

Indian Valley Vocational Center
600 Lions Road
Sandwich, Illinois 60548

For the following motor vehicle:

2016 Chevrolet Impala Limited
VIN # 2G1WD5E36G1156162

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said vehicle, that said vehicle is free and clear of all liens, charges and encumbrances, and the seller has full right, power and authority to sell said vehicle and to make this Bill of Sale.

ALL WARRANTIES OF QUALITY, FITNESS, AND MERCHANTABILITY ARE HEREBY EXCLUDED, AND THE BUYER ACCEPTS THE VEHICLE IN ITS PRESENT "AS IS" CONDITION. The United City of Yorkville disclaims all warranties and representations of any kind of nature, whether oral or written, expressed or implied, concerning the vehicle. The transfer of the vehicle is pursuant to any known or unknown deficiencies or defects of or with respect to the vehicle, and an agreement be the Buyer does not assert any claim and to indemnify and hold harmless the United City of Yorkville officials, employees and agents from any liability resulting from the vehicle.

Seller certifies to the best of its knowledge that the odometer reading now reads 97,046 in miles and reflects the actual milage of the vehicle.

IN WITNESS WHERE OF, *Seller* has signed and sealed this Bill of Sale at

IN WITNESS WHERE OF, *Buyer* has signed and sealed this Bill of Sale at

_____,
this ____ day of _____, 2025.

_____,
this ____ day of _____, 2025.

UNITED CITY OF YORKVILLE

INDIAN VALLEY VOCATIONAL CENTER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 20 ____.

Subscribed and Sworn to
before me this ____ day
of _____, 20 ____.

Notary Public

Notary Public

BILL OF SALE

Seller, United City of Yorkville, 651 Prairie Pointe Drive Yorkville, Illinois, in consideration of \$0.00, which has been received, hereby sells and transfers to Buyer,

Bristol Kendall Fire Protection District
103 Beaver Street
Yorkville, Illinois 60560

For the following motor vehicle:

2016 Chevrolet Impala Limited
VIN # 2G1WD5E31G1149006

Sell hereby represents and warrants to Buyer that Seller is the absolute owner of said vehicle, that said vehicle is free and clear of all liens, charges and encumbrances, and the seller has full right, power and authority to sell said vehicle and to make this Bill of Sale.

ALL WARRANTIES OF QUALITY, FITNESS, AND MERCHANTABILITY ARE HEREBY EXCLUDED, AND THE BUYER ACCEPTS THE VEHICLE IN ITS PRESENT "AS IS" CONDITION. The United City of Yorkville disclaims all warranties and representations of any kind of nature, whether oral or written, expressed or implied, concerning the vehicle. The transfer of the vehicle is pursuant to any known or unknown deficiencies or defects of or with respect to the vehicle, and an agreement be the Buyer does not assert any claim and to indemnify and hold harmless the United City of Yorkville officials, employees and agents from any liability resulting from the vehicle.

Seller certifies to the best of its knowledge that the odometer reading now reads 97,320 in miles and reflects the actual milage of the vehicle.

IN WITNESS WHERE OF, *Seller* has signed and sealed this Bill of Sale at

IN WITNESS WHERE OF, *Buyer* has signed and sealed this Bill of Sale at

_____,
this ____ day of _____, 2025.

_____,
this ____ day of _____, 2025.

UNITED CITY OF YORKVILLE

BRISTOL KENDALL FIRE
PROTECTION DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 20____.

Subscribed and Sworn to
before me this ____ day
of _____, 20____.

Notary Public

Notary Public



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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2025-85

Agenda Item Summary Memo

Title: IEPA Public Water Supply Loan Program – Authorizing Ordinance

Meeting and Date: City Council – November 10, 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 Finance
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: November 5, 2025
Subject: Public Water Supply Loan Program - Authorizing Ordinance

Summary

Approval of an ordinance authorizing the City to borrow funds from the Illinois Environmental Protection Agency's (IEPA) Public Water Supply Loan Program to finance the 2026 Water Main Replacement Program.

Background

The Illinois EPA Wastewater and Drinking Water Loan Programs offer low-interest financing through the State Revolving Fund (SRF), which is comprised of two main initiatives: the Water Pollution Control Loan Program (WPCLP), focused on wastewater and stormwater projects, and the Public Water Supply Loan Program (PWSLP), dedicated to drinking water infrastructure.

In 2024, the United City of Yorkville achieved a significant milestone in advancing its Lake Michigan Water Sourcing initiative, with two major projects approved for low-interest financing through the Illinois Environmental Protection Agency's (IEPA) Public Water Supply Loan Program. The combined loan amount totaled approximately \$23.9 million, carrying a favorable fixed interest rate of 1.87% over a 30-year term.

1. 2025 Water Main Replacement Program – This project, approved for up to \$5.27 million, focuses on replacing approximately 8,900 linear feet of aging and undersized water main located south of the Fox River, west of Route 47, and north of Blaine Street. The improvements will enhance system reliability, improve water quality, and reduce long-term maintenance costs associated with leaks and main breaks.
2. North Receiving Station and Storage Tank Project – Approved for up to \$18.63 million, this project is a key element of Yorkville's transition to Lake Michigan water. It includes construction of a receiving station at the Grande Reserve Water Treatment Plant to distribute water received from the DuPage Water Commission (DWC), along with a 2-million-gallon elevated storage tank on Eldamain Road north of Corneils Road. This infrastructure will support growing residential demand and ensure compliance with DWC's storage requirement of maintaining twice the City's average daily water use.

In June 2025, the City once again secured IEPA approval for its 2026 Water Main Replacement Program, totaling \$5.39 million at a 2.16% fixed rate over 30 years. This marks the City's third IEPA loan in the past two years and the fourth consecutive year of targeted water main replacement efforts aimed at reducing system-wide water loss below 10%, as required by the Illinois Department of Natural Resources (IDNR) prior to connection to Lake Michigan water. The 2026 program will replace deteriorated cast-iron mains along Adrian, Blaine, Illini, Walter, Olsen and East Ridge Streets, as well as rear-yard mains in Countryside and the main extending from Illinois Route 47 to Penny Lane Apartments.

Following the same process as last year, the first step in securing an Illinois Environmental Protection Agency (IEPA) loan is the adoption of an ordinance authorizing the City to borrow funds under the Public Water Supply Loan Program (PWSLP), commonly referred to as the IEPA Authorizing Ordinance. Similar to previously approved ordinances for Alternate Revenue Source (ARS) bonded debt, this ordinance establishes the maximum principal amount the City may borrow for each project and identifies the specific revenue sources pledged for loan repayment.

To account for any unexpected costs associated with 2026 Water Main Replacement Project, the ordinance sets the maximum principal amount at \$8.0 million. However, these additional funds are strictly accessible only if project costs exceed initial estimates (assuming the IEPA has additional loan funding available), as IEPA loan proceeds are restricted to the projects specified in the ordinance and cannot be allocated for other uses. The repayment of the proposed IEPA Loans would be supported by the following pledged revenues: (1) Water Fund net revenues (i.e., revenues less operating expenses); (2) any revenues derived from the places of eating tax; and (3) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund (i.e., Water Fund reserves).

Assuming passage of the IEPA Authorizing Ordinance, the next step would be to publish the Ordinance and the statutory notice in the Beacon News. These notices will inform residents that, unless a petition signed by at least 10% of the City's registered voters is filed with the City Clerk within 30 days of publication, the City will be authorized to move forward with its loan agreements with the IEPA. However, if a sufficient number of registered voters sign and submit the petition within the 30-day period, the proposal to borrow funds through the IEPA loan program would be placed on the ballot as a referendum item at the next general consolidated election on November 3, 2026. The 30-day period for taxpayers to file this backdoor referendum will begin on the planned publication date on or around November 17th.

Following the conclusion of the 30-day petition period (expected during the week of December 15th), the projected timeline for completing the IEPA loan process is as follows:

- **Submission of Authorizing Ordinance and Loan Application Materials:** The Authorizing Ordinance and related application materials will be submitted to the IEPA in late 2025 or early 2026. The IEPA is anticipated to commence its loan application review in January 2026.
- **Project Bid Advertisements:** Bid advertisements for both projects are planned for January 2026. In compliance with IEPA requirements, bids must remain open for a minimum of 45 days.
- **Bid Opening Target:** Bid openings for the project are targeted for late February to early March 2026.
- **Notice of Intent to Award:** The City is anticipated to execute the “Notice of Intent to Award” to the lowest responsible bidder(s) by late March or early April, thus completing the final step in the IEPA loan application process.
- **Final Loan Review and Execution:** The IEPA is scheduled to conclude its loan application review and execute the final loan agreement by the end of June 2026. Once the loan agreement is finalized, project contracts can be awarded to contractors, with a target date of July 2026; however, this may occur earlier depending on the IEPA’s timeline for finalizing the loan documents.

In addition to approving the “Notice of Intent to Award” in March/April 2026, Council will also need to adopt a revenue bond ordinance, which is currently scheduled for consideration in February 2026. This ordinance will formally memorialize that the 2026 IEPA Loan is subordinate to the pending Water Infrastructure Finance and Innovation Act (WIFIA) Loans and other bonded debt that the City has previously issued (i.e., the 2023A and 2025A Water Bonds) related to the Lake Michigan water sourcing project. This subordination is permissible under the IEPA Loan Program guidelines and strategically advantageous for the City, as it allows for a reduction in the revenue pledge for annual IEPA debt service amounts from 125% to 100%. As a result, this will help mitigate future water rate increases by reducing the annual revenue burden required to meet debt service coverage ratios. In order to utilize the subordination process, the Water Fund must establish a “reserve fund” equivalent to one year’s worth of IEPA debt service payments within the first two years after the loan is issued. However, this reserve fund does not require a separate, standalone account. Instead, it is structured as an accounting measure, where the reserve fund is deemed fully funded as long as the total reserves of the Water Fund exceed the annual debt service amounts required for the IEPA loans.

The IEPA Authorizing Ordinance and draft application materials for the 2026 Water Main Replacement Program (Exhibits A and B) have been attached for your review and consideration. In addition, a preliminary debt service schedule is included (Exhibit C), showing estimated annual IEPA loan debt service amounts of approximately \$245,000 annually over a 30-year loan period.

Recommendation

Staff recommends approval of the attached ordinance authorizing the City to borrow funds from the IEPA's Public Water Supply Loan Program.

ORDINANCE NUMBER 2025 - __

**AN ORDINANCE AUTHORIZING THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS TO BORROW FUNDS FROM THE PUBLIC
WATER SUPPLY LOAN PROGRAM**

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

WHEREAS, the City operates its public water supply system (“the System”) and in accordance with the provisions of the Illinois Municipal Code, 65 ILCS 5/11-129-1 and the Local Government Debt Reform Act, 30 ILCS 350/1 (collectively, “the Act”), and

WHEREAS, the MAYOR AND CITY COUNCIL of the City (“the Corporate Authorities”) have determined that it is advisable, necessary and in the best interests of public health, safety and welfare to improve the System, including the following:

A Water Main Replacement Program to be undertaken in calendar year 2026 together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and replacement of water mains (“the Project”), all in accordance with the plans and specifications prepared by consulting engineers of the City; which Project has a useful life of one hundred (100) years ; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$8,000,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in thirty (30) years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from: (i) the net revenues derived from the operation of the water supply system; (ii) all collections of any non-home rule “places of eating” tax imposed and collected by the City and deposited into the City’s Water Fund; and (iii) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund (collectively, “*Pledged Revenues*”). The loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of \$8,000,000 to provide funds to pay the costs of the Project;

WHEREAS, the loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions, between the City and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City to construct the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provision of the Act; and that for the

purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City in an aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$8,000,000.

SECTION 3. PUBLICATION

This Ordinance, together with a Notice in the statutory form (attached hereto as Exhibit A), shall be published once within ten days after passage in The Beacon, a newspaper published and of general circulation in the City, and if no petition, signed by electors numbering 10% or more of the registered voters in the City (i.e., 1,723) asking that the question of improving the System as provided in this Ordinance and entering into the Loan Agreement therefore be submitted to the electors of the City, is filed with the City Clerk within 30 days after the date of publication of this Ordinance and notice, then this Ordinance shall be in full force and effect. A petition form shall be provided by the City Clerk to any individual requesting one.

SECTION 4. ADDITIONAL ORDINANCES

If no petition meeting the requirements of the Act and other applicable laws is filed during the 30-day petition period, then the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the Pledged Revenues, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under

applicable law.

However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference, or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 5. LOAN NOT INDEBTEDNESS OF THE CITY

Repayment of the loan to the Illinois Environmental Protection Agency by the City pursuant to this Ordinance is to be solely from the revenue derived from the Pledged Revenues, and the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

SECTION 6. APPLICATION FOR LOAN

The City Administrator is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 662.

SECTION 7. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the Project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 8. OUTSTANDING BONDS

The City has outstanding bonds, payable from revenues of the system, that are senior to the loan authorized by this Ordinance, and the City establishes an account, coverage and reserves equivalent to the account(s), coverage(s) and reserve(s) as the senior lien holders in accordance with 35 Ill. Adm. Code 662.350(a)(9)(C)(PWS).

SECTION 9. AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT

The Mayor is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 10. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 11. REPEALER

All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PASSED by the Corporate Authorities

on _____, 2025.

Approved _____, 2025

MAYOR
United City of Yorkville
Kendall, County, Illinois

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

PUBLISHED in The Beacon on _____, 2025.

RECORDED in the City's Records on _____, 2025.

ATTEST:

City Clerk
United City of Yorkville
Kendall County, Illinois

Exhibit A

**NOTICE OF INTENT TO BORROW FUNDS
AND RIGHT TO FILE PETITION**

NOTICE IS HEREBY GIVEN that, pursuant to Ordinance Number 2025-___, adopted on November 10, 2025, the United City of Yorkville, Kendall County, Illinois (the "ENTITY"), intends to enter into a Loan Agreement with the Illinois Environmental Protection Agency in an aggregate principal amount not to exceed \$8,000,000 and bearing annual interest at an amount not to exceed the maximum rate authorized by law at the time of execution of the Loan Agreement, for the purpose of paying the cost of certain improvement to the public water supply system of the City. A complete copy of the Ordinance accompanies this notice.

NOTICE IS HEREBY FURTHER GIVEN that if a petition signed by **1,723** or more electors of the City (being equal to 10% of the registered voters in the City), requesting that the question of improving the public water supply system and entering into the Loan Agreement is submitted to the City Clerk within 30 days after the publication of this Notice, the question of improving the public water supply system of the City as provided in the Ordinance and Loan Agreement shall be submitted to the electors of the City at the next election to be held under general election law on November 3, 2026. A petition form is available from the office of the City Clerk.

City Clerk
United City of Yorkville
Kendall County, Illinois



Illinois Environmental Protection Agency

2520 West Iles Avenue • P.O. Box 19276 • Springfield, Illinois • 62794-9276 • 217-782-3397

Exhibit B

JB Pritzker, Governor

James Jennings, Acting Director

Illinois Public Water Supply Loan Program (PWSLP) Loan Application

FOR Agency USE:	
Loan Number:	L17
Date Received:	

APPLICANT INFORMATION

Applicant Name: United City of Yorkville

Applicant Address: 651 Prairie Pointe Drive

City: Yorkville Zip +4: 60560-6500 County: Kendall

Mailing Address (if different): _____

City: _____ Zip +4: _____ County: _____

Applicant type: Municipal County Cooperative Private Other

If Other, enter type here: _____

Public Water System Number IL0930250

Public Water System Name United City of Yorkville

Unique Entity ID (UEI) Number: E646HGMGZF83

U.S. Congressional District(s): 14

Illinois Representative District 75, 83 Illinois Senate District: 38, 42

PROJECT INFORMATION

Project Title: 2026 Water Main Replacement Program

Project Address: Various Locations in the City (as indicated in Project Plan submittal)

City: Yorkville Zip +4: 60560-6500 County: Kendall

County or Counties Served by Project: 14

U.S. Congressional District: 75, 83 Same as applicant

Illinois Representative District 38, 42 Illinois Senate District: _____

Is this a multi-phase project?: Yes No

If yes, include previous loan number(s): L17-6789

CONTACT INFORMATION

Loan Applicant's Authorized Representative (please refer to the application instructions)

Name: Bart Olson Title: City Administrator
Phone: (630) 553-8537 Cell Office Email: bolson@yorkville.il.us

Project Engineer

Name: Christopher Walton, P.E. Firm: Engineering Enterprises, Inc.
Address: 52 Wheeler Road Phone: (630) 466-6700 Cell Office
Sugar Grove, IL 60554 Email: cwalton@eeiweb.com

Attorney

Name: Kathleen Field Orr Firm: Ottosen DiNolfo & Castaldo, Ltd.
Address: 2441 Warrenville Road, Ste 310 Phone: (630) 682-0085 Cell Office
Lisle, IL 60532 Email: kfo@ottosenlaw.com

Finance Director

Name: Rob Fredrickson Firm: United City of Yorkville
Address: 651 Prairie Pointe Drive Phone: (630) 553-8534 Cell Office
Yorkville, IL 60560 Email: rfredrickson@yorkville.il.us

Other (describe role):

Name: _____ Firm: _____
Address: _____ Phone: _____ Cell Office
Email: _____

PROJECT SCHEDULE

1. Schedule for bidding and construction:

Submit Illinois EPA Certification of Plans and Specifications:	12/1/25
Advertise for Bids:	1/1/26
Open Bids:	2/16/26
Initiation of Construction:	6/1/26
Completion of Construction:	6/30/27

ESTIMATED PROJECT COSTS AND REQUESTED FINANCING

2. Pre-Bid estimate of itemized project costs:

Project Planning:	
Legal/Financial:	
Design Engineering:	\$ 308,803.00
Construction Engineering:	\$ 416,790.00
Construction:	\$ 4,167,900.00
Other:	
Construction Contingency (suggested 10% of total construction costs):	\$ 416,790.00
Total Pre-Bid Estimate of Project Costs:	\$ 5,310,283.00
Construction Period Interest (anticipated to be 1.5% of total project costs)*:	\$ 79,654.25
Total Project Cost and Construction Period Interest:	\$ 5,389,937.25

*Applicant has the option to add construction period interest to the total amount financed or pay construction period interest with local funds

3. Requested PWSLP loan funding:

\$ 5,390,000.00

4. List any other proposed sources of funding in addition to the PWSLP request:

SOURCE	AMOUNT	APPLIED FOR	APPROVED	RECEIVED
N/A		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LOAN REPAYMENT PERIOD AND PLEDGED REVENUES

5. Pledged revenues. Federal and state law requires that a specific source(s) of revenue be dedicated and pledged to make the loan repayments. Provide a description of the source(s) of revenue pledged to repay the proposed financing agreement (e.g., system revenues, sales taxes, property taxes) and method used to secure collection. Please ensure that the Ordinance Authorizing Debt to be Incurred names the same pledged revenues as the source of repayment proposed in the comprehensive 5-year financial projections requested in Question 19.

Revenues pledged to repay the proposed financing agreement (i.e., loan) include: (i) the net revenues derived from the operation of the water supply system; (ii) all collections of any non-home rule "places of eating" tax imposed and collected by the City and deposited into the City's Water Fund; and (iii) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund.

6. Loan repayment period requested: 30 years

SYSTEM INFORMATION

7. Active service connections: Not Applicable

CONNECTION TYPE	NUMBER OF CONNECTIONS	CURRENT MONTHLY USER CHARGE	PROJECTED MONTHLY USER CHARGE
Residential	8,410	\$118.00	\$143.64
Commercial	383	\$334.21	\$413.89
Industrial	47	\$1,185.20	\$1,477.63
Other	51	\$586.36	\$729.08
Total	8,891		

8. User charges. Please provide the following dates:

When did current user charges go into effect?: 7/1/25
 What is the effective date for the projected monthly user charges?: 5/1/26

14. Planned debt issuance. Please describe current plans for debt issuance over the next three years for the public water supply system. Include any authorized debt which is not project-related. Indicate whether the debt will be parity or subordinate to PWSLP financing, if known, and the anticipated revenue source for repayment.

Projected EPA WIFIA Loan - ~\$170,000,000.00

The anticipated revenue sources for repayment are net revenues of the Water System, local places of eating tax proceeds and the Water Fund's reserve. PWSLP financing would be subordinate to this proposed loan.

15. Current bond ratings (if available)

	STANDARD & POOR'S	MOODY'S	FITCH
G.O.	AA	N/A	AA+
Revenue	N/A	N/A	N/A

PROPERTY TAX INFORMATION

Complete ONLY if General Obligation bond is pledged to repay the loan.

16. Property tax information. Provide valuation and collection data for the most recent three years.

Year: _____
 Assessed Value of Property: _____
 Market Value of Property: _____
 Property Tax Revenues Levied: _____
 Property Taxes Collected: _____
 Property Tax Collection Rate: _____

SALES TAX INFORMATION

Complete ONLY if sales taxes are pledged to repay the loan

17. Sales tax collection data. Please complete for the most recent twelve (12) months.

MONTH/YEAR	AMOUNT COLLECTED

MONTH/YEAR	AMOUNT COLLECTED

ALL applicants must complete the following.

18. Start of system fiscal
year:

May 1

19. Submit a comprehensive five (5) year financial projection demonstrating that the dedicated source(s) of revenue is sufficient to cover the PWSLP debt service costs. Projections must begin with the current fiscal year. Historical information for the last three (3) years must be provided and must tie to information in audited financial statements. A sample worksheet in Microsoft Excel can be found at <https://epa.illinois.gov/topics/grants-loans/state-revolving-fund/drinking-water-loans.html>. You may add rows to the worksheet to demonstrate additional sources of revenues or expenditures.

If you wish to submit projections using your own worksheets, ensure that they include the following:

- Revenues and expenses, including operations and maintenance expenses, from the previous three (3) years and projects from the next five (5) years, starting with the current fiscal year (8 years total)
- Projected revenues for the dedicated source of revenues to be used for repaying the PWSLP loan.
 - If system revenues will be pledged for the loan, ensure the revenues include all applicable service revenues. Ensure that any anticipated rate increases are included.
 - If another source of revenues will be pledged for the loan (e.g., property taxes, taxes, special assessments), demonstrate that sufficient revenues will be raised and transferred to the water fund for the purposes for repaying the Illinois EPA loan.
 - If revenues are insufficient, the applicant will be asked to raise rates or find to infuse into the system.
- Projected expenses. If system revenues will be pledged, ensure that the budget includes operations, maintenance, and replacement reserves, as well as current and future debt costs.
- Ensure the new amount available for repayment of the SRF loan is included.
- If applicant is a private entity, use Federal tax returns for the previous three (3) years.
- Refer to the Illinois EPA PWSLP Loan Application and Approval Process for additional clarification.

20. Provide a written narrative detailing the major assumptions used in arriving at the current and proposed projections (e.g. additional customers, rate increases, other revenues, changes in operations and maintenance costs, and debt service). If rate increases are anticipated, explain when those will go into effect, and what the revised rates will be. Any variances greater than 10% from year to year must be explained. Attach additional pages if needed.

The repayment of the proposed loan is projected to be supported through a combination of net revenues generated by the City's Water System, proceeds from the local Place of Eating Tax and Water Fund reserves.

Water Fund Reserves: As of the close of Fiscal Year 2025, Water Fund reserves were at approximately \$9.5 million, providing a strong liquidity position and a solid financial cushion to support both operating stability and long-term capital investment needs.

Growth in Water Sales Revenue: Water sales are anticipated to increase between 15% and 25% over the next five fiscal years, driven by both steady customer base expansion and planned rate adjustments. This sustained growth trajectory will yield additional recurring revenues to help offset the costs associated with the loan repayment.

Adoption of a Multi-Year Water Rate Plan: The City Council recently approved a comprehensive water rate plan extending from Fiscal Year 2026 through Fiscal Year 2065. Under this plan, base water rates are scheduled to rise by an average of 17% through FY2030, followed by annual adjustments of 3% thereafter. The volumetric rate is expected to increase by approximately 21% over the next five years, then by 3% annually through FY 2065. These structured adjustments are projected to generate several million dollars in additional revenue annually, ensuring the continued financial stability of the Water Fund.

Retirement of Existing Debt: The City's existing IEPA Loan L17-1563 is scheduled to be fully retired in Fiscal Year 2027, thereby freeing additional annual cash flow capacity that can be redirected to future debt service requirements.

Taken together, these factors demonstrate a strong financial position and prudent long-term planning. The combination of stable reserves, scheduled rate adjustments, and the gradual retirement of existing debt obligations provides confidence that the Water Fund's projected revenues are well aligned to support repayment of the proposed loan and maintain the overall fiscal health of the City's water system.

ATTACHMENTS

ITEM ATTACHED? Complete and submit the following attachments. Please check the box next to each item to confirm that the item is attached to your application.

- Audited financial statements. Please provide the most recent audited financial statement. If posted online at the entity's website or the State Comptroller's Local Government Warehouse (<https://illinoiscomptroller.gov/constituent-services/local-government/local-government-warehouse>), provide links. Illinois EPA may request additional audit reports. If applicant is a private entity, submit Federal tax returns.
- Single Audit report. If a Single Audit has been completed within the last 3 years, provide the most recent one. If posted online, provide links.
- Projected revenues, expenses and debt coverage for pledged revenue. Provide 5-year projected revenues, beginning with the current fiscal year. See #19 above for guidance. The projections must show that there are sufficient revenues to offset relevant costs and SRF debt service. See the Illinois EPA PWSLP Financial Capability Review Criteria instructions for additional information.
- If any other entities are substantially benefiting (more than 5%) from the project, provide copies of applicable service agreement(s) with these beneficiaries.
- Amortization schedules for all debt obligations listed in #13.
- Copy of a certified ordinance (bond ordinance) authorizing the debt to be incurred and identifying a dedicated source of repayment. Required for publicly owned entities. Sample ordinances can be found on our website at <https://epa.illinois.gov/topics/grants-loans/state-revolving-fund/drinking-water-loans.html>. The applicant may use an ordinance developed by its bond counsel. Refer to the Loan Application and Approval Process for more information on this requirement, and for requirements for nonpublic applicants. If an applicant is not using the Illinois EPA sample ordinance, it is highly encouraged to submit the draft ordinance for pre-approval to Stephanie Flowers at Stephanie.Flowers@illinois.gov to avoid delays in loan closing. Please ensure that the ordinance authorizing debt to be incurred names the same pledged revenues as the source of repayment that is proposed in the comprehensive 5-year financial projections requested in #19.
- Water rate ordinances defining user charges. Alternatively, provide the website address.
- Signed tax certificate and agreement (<https://epa.illinois.gov/topics/grants-loans/state-revolving-fund/drinking-water-loans.html>)
- Corporate resolution to apply, borrow, and grant security (required for corporations)
- Federal non-profit certification (required for non-profit applicants)
- If the system is involved in a lawsuit or pending litigation that is in excess of \$10,000, attach a statement from the system's attorney describing the situation.
- Loan program certifications and related forms (Appendix). The applicant must agree to the loan certifications and related forms listed in the appendix starting on the next page.

APPENDIX: LOAN PROGRAM CERTIFICATIONS

Loan Applicant's Authorized Representative shall complete and sign in all areas indicated.

- The loan applicant hereby agrees to pay all project costs not covered by the loan. If the project costs provided by the applicant exceed the lesser of 5% of the total project cost or \$100,000, please provide the following information:

Amount to be provided by the applicant: _____ \$0

Source of funds: _____ N/A

- The loan applicant hereby certifies that it has analyzed the costs and the financial impacts of the proposed project and that it has the legal, institutional, managerial and financial capability to insure adequate building, operation, maintenance and replacement of the treatment works project.
- The loan applicant hereby certifies that no unlawful or corrupt practice has taken place in the planning or design of the proposed project.
- The loan applicant hereby certifies that is has complied with all applicable State and Federal statutory and regulatory requirements in regard to the proposed project.
- The loan applicant hereby certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The prospective participant 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 (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 fine of up to \$10,000 or imprisonment for up to 5 years, or both.

INTENT REGARDING NATIONAL FLOOD INSURANCE

Entity: United City of Yorkville

Loan Number: L17 6790

- Whereas application provisions for loans from the Public Water Supply Loan Program require compliance with the National Flood Insurance Act 1968, as amended, and
- Whereas the costs of securing and maintaining flood insurance are eligible for loan participation during the approved construction period, and
- Whereas failure to secure flood insurance for eligible construction located in designated flood hazard areas will cause this construction to become ineligible for loan funds
- Now therefore, be it resolved that the United City of Yorkville will cooperate and coordinate with the National Flood Insurance Program to acquire and maintain any flood insurance made available for Project L176790 for the entire useful life of the insurable construction pursuant to the Flood Insurance Act of 1968, as amended, and that it will secure said flood insurance for each insurable structure, as soon as said insurance is available and will notify the Illinois Environmental Protection Agency in writing that the National Flood Insurance requirement has been satisfied.

CERTIFICATION REGARDING PROJECT SITE, RIGHTS-OF-WAY, EASEMENTS AND PERMITS

1. The applicant has investigated and ascertained the location of the site or sites, rights-of-way and easements being provided for the facilities in its application for loan assistance. In my opinion, the applicant has a sufficient legal interest in the said site or sites, rights-of-way and easements to permit the building of such facilities thereon and to permit the operation and maintenance of such facilities thereon during the estimated life of the facility by the applicant after the completion of construction.
2. The loan applicant has complied with the provisions of 49 CFR 24 as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (42 USC 4601 et seq.).
3. The loan applicant has obtained all the necessary permits as indicated below:

TYPE OF PERMIT	PERMIT NUMBER	DATE ISSUED
Army Corps of Eng. 404		
IL. Dept. of Trans.	TBD	
County Highway	TBD	
Other	IEPA Permit TBD	

ACKNOWLEDGMENT OF FEDERAL BUILD AMERICA, BUY AMERICA ACT (BABAA) AND AMERICAN IRON AND STEEL REQUIREMENTS (AIS)

1. I am aware that all iron and steel products along with manufactured products and construction materials used for this project must be produced in the United States. This applies to all portions of the project.
2. I understand the term "iron and steel products" refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete and construction materials.
3. I understand that all manufactured products used in the project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.
4. I understand that construction materials for this project must be manufactured in the United States. This means all manufacturing processes for the construction materials occurred within the United States.
5. I am aware that loan recipients must be able to verify that products used in their State Revolving Fund (SRF) projects comply with the BABAA and AIS requirements.

Information regarding the Build America, Buy America Act and the American Iron and Steel Requirements is available on Illinois EPA's website, <https://epa.illinois.gov/topics/grants-loans/state-revolving-fund/drinking-water-loans.html>, or by calling the Infrastructure Financial Assistance Section at (217) 782-2027.

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
 - *If you are a sole proprietor, enter the owner’s name on the name line followed by the name of the business and the owner’s SSN or EIN.*
 - *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s name on the name line and the d/b/a on the business name line and enter the owner’s SSN or EIN.*
 - *If the LLC is a corporation or partnership, enter the entity’s business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
 - *For all other entities, enter the name of the entity as used to apply for the entity’s EIN and the EIN.*

Name: United City of Yorkville

Business Name: United City of Yorkville

Taxpayer Identification Number:

Social Security Number: _____

Or

Employer Identification Number: 36-6006169

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | Limited Liability Company |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature: _____ Date: _____

EXECUTIVE COMPENSATION DATA (5 OFFICER FORM)

UEI Number: E646HGMGZF83 CCR/Cage Number: 7VUG5

Loan Recipient Name: United City of Yorkville

Name of Project: 2026 Water Main Replacement Program

Federal Reporting Contact Information:

Name: Bart Olson Phone: (630) 553-8537 Email: bolson@yorkville.il.us

Requirements to report five most highly compensated officers:

When all three of the following conditions are met in the previous fiscal year, you must report the five most highly compensated officers of the entity.

1. The recipient received 80 percent or more of its annual gross revenues in Federal awards, and
2. The recipient received \$25,000,000 or more in annual gross revenue from Federal awards, and
3. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).

Check either box A or B below and complete the requested information.

A. I certify that in the preceding fiscal year, 2025, United City of Yorkville
(Fiscal year) (Loan recipient name)

1. DID NOT receive 80 percent or more of its annual gross revenues in Federal awards, or
2. DID NOT receive \$25,000,000 or more in annual gross revenue from Federal awards, or
3. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).

And is therefore not required to report the names and compensation of the five most highly compensation officers.

City Administrator

Signature Title Date

B. The five most highly compensated officers of _____ are:

NAME	COMPENSATION AMOUNT ¹

¹Compensation includes: (1) Salary and bonus. (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R. (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. (4) Change in present value of defined benefit and actuarial pension plans. (5) Above-market earnings on deferred compensation that is not tax-qualified. (6) Other compensation. For example: severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

**AUTHORIZATION OF A LOAN APPLICANT'S AUTHORIZED REPRESENTATIVE
TO SIGN PWSLP LOAN APPLICATION DOCUMENTS**

Resolved by the City Council (Government Body, e.g. City Council)
of the United City (Place Type, e.g. City)
of Yorkville (Place Name)

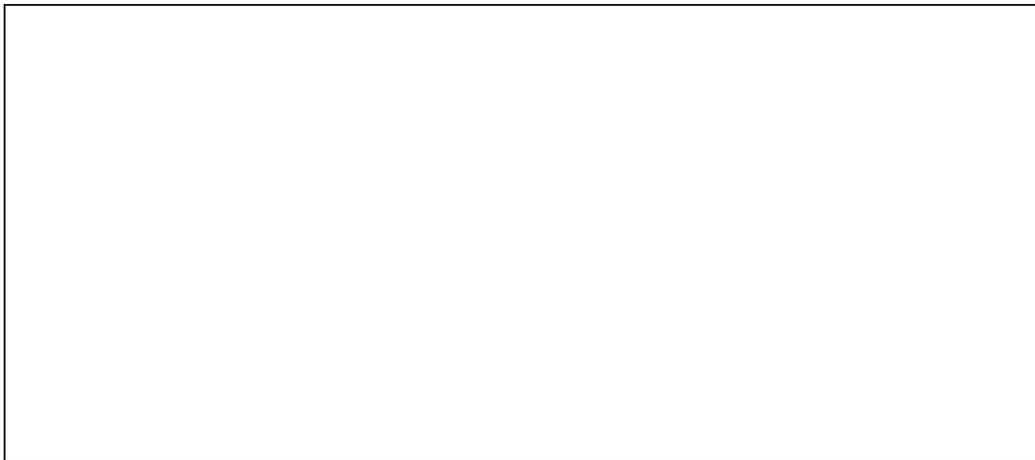
Name of Authorized Representative
(optional): Bart Olson
Title of Authorized Representative: City Administrator

Whereas, application provisions for loans from the Public Water Supply Loan Program require that the of authorize a representative to sign the loan application forms and supporting documents; therefore, be it resolved by the of the of that the is hereby authorized to sign all loan application forms and documents.

Resolved this _____ day of _____, 20_____.

_____ Signature	_____ Date
<u>John Purcell</u> Printed Name	<u>Mayor</u> Title

Certified to be a true and accurate copy, passed and adopted on the above date.



Signature & Stamp/Seal of Notary Public

**CERTIFICATION OF INFORMATION ON ALL PREVIOUS PAGES
BY LOAN APPLICANT'S AUTHORIZED REPRESENTATIVE**

I, _____, hereby verify that the above information is, to the best of my knowledge, true and correct.

Signature of Authorized Representative

Date

Bart Olson

City Administrator

Printed Name

Title

Attested by Municipality Official or Notary

Signature & Stamp/Seal

APPENDIX A
PERMITS

Permits to be provided to IEPA upon receipt.

APPENDIX B
SINGLE AUDIT REPORT

UNITED CITY OF YORKVILLE, ILLINOIS

SINGLE AUDIT REPORT

FOR THE FISCAL YEAR ENDED
APRIL 30, 2021

UNITED CITY OF YORKVILLE, ILLINOIS

TABLE OF CONTENTS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	1
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	2
REPORTS OF INDEPENDENT AUDITORS	
Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	4
Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by Uniform Guidance and on the Schedule of Expenditures of Federal Awards	6
SCHEDULE OF FINDINGS AND QUESTIONED COSTS	9

UNITED CITY OF YORKVILLE, ILLINOIS

Schedule of Expenditures of Federal Awards
For the Year Ended April 30, 2021

Federal Grantor	Pass-Through Grantor	Program Title	Federal CFDA Number	Program/Grant Number	Expenditures	Amount Provided to Subrecipients	
Department of Housing and Urban Development	Illinois Department of Commerce and Economic Development	Community Development Block Grant	14.228	B-13-DC-17-0001	\$ 334,250	* \$ 334,250	
Department of Justice	N/A	Bulletproof Vest Partnership Program	16.607	N/A	3,315	-	
Department of Transportation	Illinois Department of Transportation	National Highway Traffic Safety Administration Discretionary Safety	20.614	HS-21-0138	2,877	-	
Department of Treasury	Illinois Department of Commerce and Economic Development	Coronavirus Relief Funds	21.019	20495064	784,715	-	
		Coronavirus Relief Funds	21.019	20488027	400,000	400,000	
				Total 21.019	1,184,715	* 400,000	
National Endowment for the Humanities	Illinois Secretary of State	Grants to States CARES Act	45.310	21-5161-PPE	827	-	
Executive Office of the President	N/A	High Intensity Drug Trafficking Areas Program	95.001	N/A	26,252	-	
TOTAL FEDERAL AWARDS EXPENDED						1,552,236	734,250

*Denotes major federal program

See accompanying notes to the schedule of expenditures of federal awards.

UNITED CITY OF YORKVILLE, ILLINOIS
Notes to the Schedule of Expenditures of Federal Awards
April 30, 2021

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of the City under programs of the federal government for the year ended April 30, 2021. The information in this Schedule is presented in accordance with the requirements of Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures

Expenditures reported on the Schedule are reported on the accrual basis of accounting.

Pass-Through Entities

Pass-through entity identifying numbers are presented on the Schedule where available.

NOTE 3 – 10% DE MINIMIS INDIRECT COST RATE

The City has selected to use the 10% de minimis indirect cost rate as permitted by 2 CFR Section 200.414.

NOTE 4 – SUBRECIPIENT RELATIONSHIPS

The City provided CFDA #14.228 Community Development Block Grant federal awards to the following:

AGJS (Tiki Tan): \$8,000
Brenart Eye Clinic: \$25,000
COPA (Salsa Verde): \$25,000
Mike & Denise's: \$25,000
Heartland School: \$25,000
Harmony Aesthetics: \$7,500
White Water Ice Cream: \$20,000
Duy's Shoes: \$25,000
Idea Marketing Group: \$17,750
Fast Burrito: \$25,000
Ginger & Soul: \$14,500
Idea Pro's: \$25,000
NDB Enterprises (Sunfield's): \$25,000
Taekwondo Korea Center: \$25,000
Treasure Breads: \$16,500
Baek Lee (BH Martial Arts): \$25,000

UNITED CITY OF YORKVILLE, ILLINOIS
Notes to the Schedule of Expenditures of Federal Awards
April 30, 2021

NOTE 4 – SUBRECIPIENT RELATIONSHIPS – Continued

The City provided CFDA #21.019 Coronavirus Relief Funds federal awards to the following:

American Tire & Auto: \$4,775
MNO Fitness: \$15,000
RHS Yorkville - Arby's: \$5,000
AXT Jiu-Jitsu: \$14,600
Burnt Barrel: \$12,500
Cocina Madre: \$5,000
Dairy Queen: \$2,500
Direct Sign Systems: \$10,000
Duy Shoe's: \$5,000
Exmplify Health Center: \$10,000
Flight Team: \$19,000
The Heartland School: \$5,000
Mike & Denise's Pizza: \$5,000
L&Y Nail, Inc.: \$2,425
Paradise Cove: \$15,000
Parma Pizza Bar: \$15,000
Patelli's Yorkville: \$8,500
Pepe's Mexican Grill: \$19,000
Grand True Value Rental: \$4,300
Cornish Chiro: \$10,000
Grace Hollistic: \$15,000
Razor Sharp Barber Shop: \$12,000
Roadhouse: \$12,500
Rowdy's: \$12,500
Sense of Samadhi: \$10,000
Smokey's: \$5,000
Southbank Original BBQ: \$12,500
Sterchi Chiropractic: \$15,000
We Grow Kids: \$5,000
Yorkville Auto Body: \$10,000
White Water Ice Cream (Foxy's): \$2,500
Harmony Aesthetics: \$10,600
Heritage Home Décor: \$15,00
Lighthouse Centers: \$5,000
Little Learner: \$5,000
The Idea Pros: \$5,000
NCG Movie Theater: \$15,000
Prairie Garden Dental: \$10,000
BH Martial Arts: \$5,000
Advanced Physical Medicine: \$15,000
Reichert Medical: \$10,000
The Scrap Cabana: \$4,800



**INDEPENDENT AUDITORS' REPORT
ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

October 19, 2021

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the 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, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated October 19, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain other matters that we reported to management of the City in a separate letter dated October 19, 2021.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Governmental Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP



**INDEPENDENT AUDITORS' REPORT
ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY UNIFORM GUIDANCE
AND ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

October 19, 2021

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

Report on Compliance for Each Major Federal Program

We have audited the United City of Yorkville, Illinois' compliance with the types of compliance requirements described in the *Uniform Guidance Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended April 30, 2021. The City's major federal programs are identified in the summary of auditor's results section of the accompany schedule of findings and questioned costs.

Management Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and Uniform Guidance required that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the United City of Yorkville, Illinois complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended April 30, 2021.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Schedule of Expenditures of Federal Awards

We have audited the 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, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated October 19, 2021, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Uniform Guidance and is 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 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 schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

UNITED CITY OF YORKVILLE, ILLINOIS

**Schedule of Findings and Questioned Costs
Year Ended April 31, 2021**

SECTION 1 – SUMMARY OF AUDITOR’S RESULTS

Financial Statements

Type of auditor’s report issued on the financial statements: Unmodified

Internal control over financial reporting:
Material weakness(es) identified: No
Significant deficiencies identified: No

Noncompliance material to the financial statements noted: No

Federal Awards

Type of auditor’s report issued on compliance for major programs: Unmodified

Internal control over major programs:
Material weakness(es) identified: No
Significant deficiencies identified: No

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a): No

Major programs identified:

<u>CFDA Number(s)</u>	<u>Name of Federal Program/Cluster</u>
14.228	Community Development Block Grant
21.019	Coronavirus Relief Funds

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as a low-risk auditee: No

UNITED CITY OF YORKVILLE, ILLINOIS

**Schedule of Findings and Questioned Costs – Continued
Year Ended April 30, 2021**

SECTION 2 – FINANCIAL STATEMENT AUDIT FINDINGS

None

UNITED CITY OF YORKVILLE, ILLINOIS

**Schedule of Findings and Questioned Costs – Continued
Year Ended April 30, 2021**

SECTION 3 – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None

UNITED CITY OF YORKVILLE, ILLINOIS

**Schedule of Findings and Questioned Costs – Continued
Year Ended April 30, 2021**

SECTION 4 – PRIOR YEAR AUDIT FINDINGS

None

APPENDIX C
AUDITED FINANCIAL STATEMENT LINK

United City of Yorkville

Illinois PWSLP Loan Application

Attachment – Audited Financial Statements

The most recent audited financial statement can be found on the following website:

<https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6473>

APPENDIX D
FINANCIAL PROJECTIONS
(ITEMS 14 & 19)

Account Number	Description	FY 2023		FY 2024		FY 2025		FY 2026		FY 2027		FY 2028		FY 2029		FY 2030	
		Actual		Actual		Adopted	Projected	Adopted	Projected	Adopted	Projected	Adopted	Projected	Adopted	Projected	Adopted	Projected
WATER FUND - 51																	
51-000-40-00-4085	PLACES OF EATING TAX	\$ -	\$ -	\$ 241,229		700,000	720,000	734,400	749,088	764,070	779,351	794,938					
51-000-41-00-4160	FEDERAL GRANTS	-	-	225,000		300,000	-	300,000	300,000	-	-	-	-	-	-	-	-
51-000-41-00-4166	DCEO - GENERAL INFRA GRANT	-	-	100,000		-	-	-	-	-	-	-	-	-	-	-	-
51-000-44-00-4424	WATER SALES	3,919,451		4,440,648		5,400,000	5,625,000	7,063,875	8,829,844	10,595,813	12,714,976	15,257,971					
51-000-44-00-4425	BULK WATER SALES	-	-	-		5,000	1,650	1,500	1,500	1,500	1,500	1,500					
51-000-44-00-4426	LATE PENALTIES - WATER	163,256		180,971		206,297	190,000	241,426	294,995	348,576	412,765	489,681					
51-000-44-00-4430	WATER METER SALES	201,210		226,203		200,000	110,000	125,000	125,000	125,000	125,000	125,000					
51-000-44-00-4440	WATER INFRASTRUCTURE FEE	896,683		926,414		947,600	955,000	983,650	1,003,323	1,023,389	1,043,857	1,064,734					
51-000-44-00-4450	WATER CONNECTION FEES	594,585		985,872		300,000	460,000	300,000	300,000	300,000	300,000	300,000					
51-000-45-00-4500	INVESTMENT EARNINGS	44,220		422,704		300,000	410,000	300,000	300,000	300,000	300,000	300,000					
51-000-45-00-4555	UNREALIZED GAIN(LOSS)	6,819		16,438		-	3,223	-	-	-	-	-					
51-000-46-00-4662	REIMB - YBSD	-		59,574		550,000	489,156	26,100	-	-	-	-					13,050
51-000-46-00-4664	REIMB - ILLINOIS RTE 47 (IDOT)	-		40,706		1,090,000	90,000	1,200,000	-	-	-	-					-
51-000-46-00-4665	REIMB - LINCOLN PRAIRIE	-		179,336		9,295,000	4,231,532	1,100,000	-	-	-	-					-
51-000-46-00-4690	REIMB - MISCELLANEOUS	2,021		10,681		-	2,540	-	-	-	-	-					-
51-000-48-00-4820	RENTAL INCOME	105,351		119,395		110,996	110,996	113,938	116,962	120,072	123,269	126,556					
51-000-48-00-4850	MISCELLANEOUS INCOME	1,526		3,142		2,000	2,000	2,000	2,000	2,000	2,000	2,000					2,000
	Water Fund Revenues	\$ 5,935,122	\$ 8,178,313	\$ 19,406,893	\$ 13,401,097	\$ 12,491,889	\$ 12,022,712	\$ 13,580,420	\$ 15,802,718	\$ 18,475,430	\$ 18,475,430	\$ 18,475,430					
51-000-49-00-4900	BOND PROCEEDS	-		9,985,000		22,735,000	25,000,000	-	-	-	-	-					-
51-000-49-00-4903	PREMIUM ON BOND ISSUANCE	-		112,744		338,835	444,201	-	-	-	-	-					-
51-000-49-00-4904	IEPA LOAN PROCEEDS	-		-		-	783,000	13,504,775	5,502,000	986,000	-	-					-
51-000-49-00-4907	LINE OF CREDIT PROCEEDS	-		-		-	-	35,000,000	-	-	-	-					-
51-000-49-00-4908	LOAN PROCEEDS - WIFIA	-		-		5,500,000	-	43,548,010	42,656,048	39,003,200	603,000	-					-
51-000-49-00-4910	SALE OF CAPITAL ASSETS	-		-		-	-	-	-	15,000	-	-					-
51-000-49-00-4923	TRANSFER FROM CITY-WIDE CAPITAL	104,209		104,627		104,034	104,034	55,366	54,738	54,948	55,087	55,157					
51-000-49-00-4952	TRANSFER FROM SEWER	73,650		74,125		69,525	69,525	-	-	-	-	-					-
	Other Financing Sources	\$ 177,859	\$ 10,276,496	\$ 28,747,394	\$ 26,400,760	\$ 92,108,151	\$ 48,212,786	\$ 40,059,148	\$ 658,087	\$ 658,087	\$ 658,087	\$ 658,087					
	Total Water Fund Revenues & Transfers	\$ 6,112,981	\$ 18,454,809	\$ 48,154,287	\$ 39,801,857	\$ 104,600,040	\$ 60,235,498	\$ 53,639,568	\$ 16,460,805	\$ 18,530,587	\$ 18,530,587	\$ 18,530,587					
Water Operations Department																	
51-510-50-00-5010	SALARIES & WAGES	\$ 509,509	\$ 534,606	\$ 643,137	\$ 550,000	\$ 679,740	\$ 717,126	\$ 738,640	\$ 760,799	\$ 783,623	\$ 783,623	\$ 783,623					
51-510-50-00-5015	PART-TIME SALARIES	-	-	45,000	18,000	22,000	23,000	24,000	25,000	26,000	26,000	26,000					
51-510-50-00-5020	OVERTIME	9,989	14,206	20,000	20,000	32,000	20,000	12,000	12,000	12,000	12,000	12,000					
51-510-52-00-5212	RETIREMENT PLAN CONTRIBUTION	41,607	34,455	39,151	36,000	47,859	50,935	53,371	56,646	60,070	60,070	60,070					
51-510-52-00-5214	FICA CONTRIBUTION	38,610	40,531	52,391	46,000	54,130	57,107	58,820	60,585	62,403	62,403	62,403					
51-510-52-00-5216	GROUP HEALTH INSURANCE	160,488	178,588	175,122	151,832	201,827	189,083	204,210	220,547	238,191	238,191	238,191					
51-510-52-00-5222	GROUP LIFE INSURANCE	803	836	907	610	1,008	1,048	1,058	1,069	1,080	1,080	1,080					
51-510-52-00-5223	DENTAL INSURANCE	12,026	8,231	13,447	12,262	15,231	13,720	14,406	15,126	15,882	15,882	15,882					

Account Number	Description	FY 2023		FY 2024		FY 2025		FY 2026		FY 2027		FY 2028		FY 2029		FY 2030			
		Actual	Actual	Actual	Actual	Adopted	Projected	Adopted	Projected	Adopted	Projected	Adopted	Projected	Adopted	Projected	Adopted	Projected	Adopted	Projected
51-510-52-00-5224	VISION INSURANCE	1,483	1,587	1,649	1,506	1,536	1,629	1,678	1,728	1,780	1,780	1,780	1,780	1,780	1,780	1,780	1,780	1,780	1,780
51-510-52-00-5230	UNEMPLOYMENT INSURANCE	2,080	1,833	3,000	2,750	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
51-510-52-00-5231	LIABILITY INSURANCE	34,293	35,028	38,022	38,412	45,467	50,014	53,015	56,196	59,568	59,568	59,568	59,568	59,568	59,568	59,568	59,568	59,568	59,568
51-510-54-00-5401	ADMINISTRATIVE CHARGEBACK	133,075	138,174	108,735	108,735	132,963	140,276	144,484	148,819	153,284	153,284	153,284	153,284	153,284	153,284	153,284	153,284	153,284	153,284
51-510-54-00-5402	BOND ISSUANCE COSTS	-	93,038	250,000	129,201	700,000	-	-	-	-	-	-	-	-	-	-	-	-	-
51-510-54-00-5404	WATER METER REPLACEMENT PROGRAM	-	-	800,000	740,000	1,800,000	1,000,000	1,800,000	1,000,000	1,800,000	1,000,000	1,800,000	1,000,000	1,800,000	1,000,000	1,800,000	1,000,000	1,800,000	
51-510-54-00-5412	TRAINING & CONFERENCES	3,027	3,986	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200
51-510-54-00-5415	TRAVEL & LODGING	1,322	1,172	4,000	1,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
51-510-54-00-5424	COMPUTER REPLACEMENT CHARGEBACK	8,147	756	-	7,598	8,006	7,835	9,316	4,054	9,011	9,011	9,011	9,011	9,011	9,011	9,011	9,011	9,011	9,011
51-510-54-00-5426	PUBLISHING & ADVERTISING	743	1,851	1,000	600	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
51-510-54-00-5429	WATER SAMPLES	11,952	12,383	12,000	12,000	13,000	18,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000
51-510-54-00-5430	PRINTING & DUPLICATING	3,579	3,191	3,250	3,250	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
51-510-54-00-5437	VEHICLE MAINTENANCE CHARGEBACK	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
51-510-54-00-5440	TELECOMMUNICATIONS	57,531	84,924	60,000	40,000	60,000	40,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000
51-510-54-00-5445	TREATMENT FACILITY SERVICES	333,372	306,536	360,000	325,000	360,000	325,000	390,000	390,000	390,000	390,000	390,000	390,000	390,000	390,000	390,000	390,000	390,000	390,000
51-510-54-00-5448	FILING FEES	1,076	932	2,500	1,500	2,500	1,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
51-510-54-00-5452	POSTAGE & SHIPPING	23,855	26,208	28,000	32,500	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
51-510-54-00-5453	BUILDINGS & GROUNDS CHARGEBACK	19,316	27,290	23,045	28,881	25,068	26,898	27,813	28,538	29,622	29,622	29,622	29,622	29,622	29,622	29,622	29,622	29,622	29,622
51-510-54-00-5460	DUES & SUBSCRIPTIONS	1,640	1,820	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
51-510-54-00-5462	PROFESSIONAL SERVICES	101,155	106,976	175,000	130,000	196,000	180,000	172,500	177,500	117,500	117,500	172,500	177,500	117,500	117,500	172,500	177,500	117,500	117,500
51-510-54-00-5465	ENGINEERING SERVICES	2,420	44,062	195,000	161,000	96,000	99,000	203,000	107,000	111,000	111,000	203,000	107,000	111,000	111,000	203,000	107,000	111,000	111,000
51-510-54-00-5480	UTILITIES	172,599	381,204	365,700	365,700	387,642	410,901	435,555	461,688	489,389	489,389	435,555	461,688	489,389	461,688	489,389	461,688	489,389	489,389
51-510-54-00-5483	JULIE SERVICES	3,439	3,777	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500
51-510-54-00-5485	RENTAL & LEASE PURCHASE	2,201	1,548	2,500	1,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
51-510-54-00-5488	OFFICE CLEANING	1,260	1,480	1,801	1,801	1,801	1,801	1,801	1,801	1,801	1,801	1,801	1,801	1,801	1,801	1,801	1,801	1,801	1,801
51-510-54-00-5490	VEHICLE MAINTENANCE SERVICES	9,927	11,302	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
51-510-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	24,942	6,886	15,000	5,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
51-510-54-00-5498	PAYING AGENT FEES	943	1,299	16,300	1,022	16,600	16,600	16,600	16,600	16,600	16,600	16,600	16,600	16,600	16,600	16,600	16,600	16,600	16,600
51-510-54-00-5499	BAD DEBT	984	1,800	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
51-510-56-00-5600	WEARING APPAREL	8,658	5,457	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000
51-510-56-00-5620	OPERATING SUPPLIES	7,032	11,487	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
51-510-56-00-5628	VEHICLE MAINTENANCE SUPPLIES	2,123	1,698	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
51-510-56-00-5630	SMALL TOOLS & EQUIPMENT	2,776	7,413	10,500	10,500	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
51-510-56-00-5638	TREATMENT FACILITY SUPPLIES	178,195	235,677	231,000	235,000	246,750	259,088	272,042	100,000	50,000	50,000	272,042	100,000	50,000	100,000	50,000	50,000	50,000	50,000
51-510-56-00-5640	REPAIR & MAINTENANCE	23,467	43,666	27,500	27,500	27,500	27,500	27,500	27,500	27,500	27,500	27,500	27,500	27,500	27,500	27,500	27,500	27,500	27,500
51-510-56-00-5664	METERS & PARTS	222,285	269,724	225,000	250,000	225,000	250,000	225,000	250,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
51-510-56-00-5665	JULIE SUPPLIES	2,867	2,289	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
51-510-56-00-5670	LAKE MICHIGAN WATER (DWC)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
51-510-56-00-5695	GASOLINE	23,796	28,247	28,890	28,890	30,912	33,076	35,391	37,868	40,519	40,519	35,391	37,868	40,519	35,391	37,868	40,519	40,519	40,519
51-510-60-00-6011	WATER SOURCING - DWC	168,231	4,261,087	10,311,000	18,731,993	87,382,787	43,973,048	3,145,200	870,130	267,130	267,130	3,145,200	870,130	267,130	870,130	267,130	267,130	267,130	267,130

Account Number	Description	FY 2023	FY 2024	FY 2025	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
		Actual	Actual	Adopted	Projected	Adopted	Projected	Projected	Projected	Projected
51-510-60-00-6015	WATER TOWER REHABILITATION	13,389	657,844	20,000	1,100	-	-	-	-	-
51-510-60-00-6020	BUILDING IMPROVEMENTS	-	-	100,000	75,000	12,000	-	30,000	-	-
51-510-60-00-6022	WELL REHABILITATIONS	267,815	293,096	-	55,000	-	-	-	-	-
51-510-60-00-6024	LINCOLN PRAIRIE IMPROVEMENTS	-	179,336	9,295,000	4,231,532	1,100,000	-	-	-	-
51-510-60-00-6025	WATER MAIN REPLACEMENT PROGRAM	1,365,999	6,222,486	5,461,127	4,590,291	6,017,775	4,835,000	2,445,000	2,035,000	1,115,000
51-510-60-00-6029	WELL #10 / MAIN & TREATMENT PLANT	7,485	231,991	6,197,000	4,200,344	1,453,000	-	-	-	-
51-510-60-00-6035	RTE 47 IMPROV (WATER PARK WAY / JERICHO)	-	40,706	1,090,000	90,000	1,200,000	-	-	-	-
51-510-60-00-6039	RTE 47 IMPROV (KENNEDY / WATER PARK WAY)	-	-	931,000	-	2,400,000	-	-	-	-
51-510-60-00-6044	RTE 47 IMPROV (RTE 71 / CATON FARM)	-	-	308,000	-	325,000	3,300,000	-	-	-
51-510-60-00-6059	US 34 (IL 47 / ORCHARD RD) PROJECT	-	23,709	-	-	-	-	-	-	-
51-510-60-00-6060	EQUIPMENT	13,048	-	57,000	7,000	85,000	-	-	-	-
51-510-60-00-6065	BEAVER STREET BOOSTER STATION	103,554	13,260	-	-	-	-	-	-	-
51-510-60-00-6066	RTE 71 WATERMAIN REPLACEMENT	-	-	13,000	-	13,000	-	-	-	-
51-510-60-00-6068	WELL #7 STANDBY GENERATOR	-	8,406	560,000	50,000	1,145,000	-	-	-	-
51-510-60-00-6070	VEHICLES	133,664	48,437	-	36,666	65,000	-	57,000	-	-
51-510-60-00-6079	ROUTE 47 EXPANSION	18,905	-	-	-	-	-	-	-	-
Debt Service - 2015A Bond										
51-510-77-00-8000	PRINCIPAL PAYMENT	323,576	338,284	349,315	349,315	158,111	161,788	169,142	176,496	183,850
51-510-77-00-8050	INTEREST EXPENSE	117,169	102,809	89,278	89,278	75,305	68,981	62,509	55,743	48,683
Debt Service - WIFIA Loan										
51-510-83-00-8000	PRINCIPAL PAYMENT	-	-	-	-	-	-	-	-	-
51-510-83-00-8050	INTEREST PAYMENT	-	-	146,667	-	-	-	-	-	-
Debt Service - 2016 Refunding Bond										
51-510-85-00-8000	PRINCIPAL PAYMENT	915,000	-	-	-	-	-	-	-	-
51-510-85-00-8050	INTEREST EXPENSE	27,450	-	-	-	-	-	-	-	-
Debt Service - 2023A Bond										
51-510-86-00-8000	PRINCIPAL PAYMENT	-	-	150,000	150,000	165,000	170,000	180,000	190,000	200,000
51-510-86-00-8050	INTEREST EXPENSE	-	185,758	451,844	451,844	444,344	436,094	427,594	418,594	409,094
Debt Service - Line of Credit										
51-510-87-00-8000	PRINCIPAL PAYMENT	-	-	-	-	-	-	35,000,000	-	-
51-510-87-00-8050	INTEREST EXPENSE	-	-	-	-	520,625	1,575,000	1,575,000	-	-
Debt Service - 2025A Bond										
51-510-88-00-8000	PRINCIPAL PAYMENT	-	-	-	-	-	-	-	-	-
51-510-88-00-8050	INTEREST EXPENSE	-	-	-	-	996,534	1,153,544	1,153,544	1,153,544	1,153,544
Debt Service - IEPA Loan L17-156300										
51-510-89-00-8000	PRINCIPAL PAYMENT	112,503	115,333	118,235	118,235	121,209	61,744	-	-	-
51-510-89-00-8050	INTEREST EXPENSE	12,527	9,697	6,795	6,795	3,821	772	-	-	-
Debt Service - IEPA Loan L17-6789										
51-510-90-00-8000	PRINCIPAL PAYMENT	-	-	-	-	64,241	129,493	131,678	134,397	136,925
51-510-90-00-8050	INTEREST EXPENSE	-	-	-	-	47,347	93,682	91,498	88,776	86,251

Account Number	Description	FY 2023	FY 2024	FY 2025	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
		Actual	Actual	Adopted	Projected	Adopted	Projected	Projected	Projected	Projected
Debt Service - IEPA Loan LI7-6788										
51-510-91-00-8000	PRINCIPAL PAYMENT	-	-	-	-	197,098	397,296	403,999	412,351	420,098
51-510-91-00-8050	INTEREST EXPENSE	-	-	-	-	145,264	287,427	280,725	272,373	264,626
Debt Service - 2014C Refunding Bond										
51-510-94-00-8000	PRINCIPAL PAYMENT	135,000	140,000	135,000	135,000	-	-	-	-	-
51-510-94-00-8050	INTEREST EXPENSE	12,300	8,250	4,050	4,050	-	-	-	-	-
	Water Fund Expenses	\$ 5,948,207	\$ 15,598,643	\$ 39,837,558	\$ 36,963,693	\$ 109,715,701	\$ 60,733,055	\$ 48,410,252	\$ 14,228,088	\$ 12,948,641
51-510-99-00-9924	TRANSFER TO BUILDINGS & GROUNDS	-	-	368,675	-	895,703	897,183	896,934	895,935	895,851
	Other Financing Uses	\$ -	\$ -	\$ 368,675	\$ -	\$ 895,703	\$ 897,183	\$ 896,934	\$ 895,935	\$ 895,851
Total Water Fund Expenses										
		\$ 5,948,207	\$ 15,598,643	\$ 39,837,558	\$ 36,963,693	\$ 109,715,701	\$ 60,733,055	\$ 48,410,252	\$ 14,228,088	\$ 12,948,641
	Transfers In	\$ 177,859	\$ 10,276,496	\$ 28,747,394	\$ 26,400,760	\$ 92,108,151	\$ 48,212,786	\$ 40,059,148	\$ 658,087	\$ 55,157
	(Transfers Out)	-	-	(368,675)	-	(895,703)	(897,183)	(896,934)	(895,935)	(895,851)
Water Fund Net Transfers										
		\$ 177,859	\$ 10,276,496	\$ 28,378,719	\$ 26,400,760	\$ 91,212,448	\$ 47,315,603	\$ 39,162,214	\$ (2,37,848)	\$ (840,694)
Surplus(Deficit)										
		164,774	2,856,166	7,948,054	2,838,164	(6,011,364)	(1,394,740)	4,332,382	1,336,782	4,686,095
Fund Balam										
		\$ 3,955,973	\$ 6,812,139	\$ 17,778,651	\$ 9,650,303	\$ 3,638,939	\$ 2,244,199	\$ 6,576,581	\$ 7,913,363	\$ 12,599,458
		66.51%	43.67%	44.22%	26.11%	3.29%	3.64%	13.34%	52.32%	91.01%

APPENDIX E
DEBT SERVICE
SCHEDULE

UNITED CITY OF YORKVILLE, ILLINOIS

**Water Fund
Long-Term Debt Requirements**

IEPA (L17 - 156300) Loan Payable of 2007

Total Outstanding at April 30, 2025

Date of Maturity	August 9, 2026
Date of Issuance	November 9, 2006
Authorized Issue	\$1,889,244
Interest Rate	2.50%
Interest Dates	August 9th and February 9th
Principal Maturity Dates	August 9th and February 9th
Payable at	Illinois Environmental Protection Agency
Purpose	Drinking Water Loan

PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Debt Service Requirements			Interest Due on			
	Principal	Interest	Totals	Aug 9th	Amount	Feb 9th	Amount
2025 - 2026	121,209	3,821	125,030	2025	2,287	2026	1,534
2026 - 2027	61,744	772	62,516	2026	772	2027	-
	\$ 182,953	\$ 4,593	\$ 187,546		\$ 3,059		\$ 1,534

UNITED CITY OF YORKVILLE, ILLINOIS

**Water Fund
Long-Term Debt Requirements**

General Obligation Alternate Revenue Source Bond of 2015A *

Total Outstanding at April 30, 2025

Date of Maturity	December 1, 2034
Date of Issuance	July 8, 2015
Authorized Issue	\$5,575,000
Interest Rates	4.000%
Interest Dates	June 1st and December 1st
Principal Maturity Dates	December 1st
Payable at	Amalgamated Bank
Purpose	Refunding the remainder of the Series 2005 ARS Countryside Bonds & Countryside Subdivision Improvements

PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Debt Service Requirements			Interest Due on			
	Principal	Interest	Totals	June 1st	Amount	Dec 1st	Amount
2025 - 2026	158,117	75,308	233,424	2025	37,654	2025	37,654
2026 - 2027	161,794	68,983	230,777	2026	34,491	2026	34,491
2027 - 2028	169,148	62,511	231,659	2027	31,256	2027	31,256
2028 - 2029	176,502	55,745	232,248	2028	27,873	2028	27,873
2029 - 2030	183,857	48,685	232,542	2029	24,343	2029	24,343
2030 - 2031	191,211	41,331	232,542	2030	20,665	2030	20,665
2031 - 2032	198,565	33,683	232,248	2031	16,841	2031	16,841
2032 - 2033	205,919	25,740	231,659	2032	12,870	2032	12,870
2033 - 2034	213,274	17,503	230,777	2033	8,752	2033	8,752
2034 - 2035	224,305	8,972	233,277	2034	4,486	2034	4,486
	<u>\$ 1,882,691</u>	<u>\$ 438,461</u>	<u>\$ 2,321,152</u>		<u>\$ 219,230</u>		<u>\$ 219,230</u>

* Principal is allocated as follows: \$4.1M (73.54%) Countryside Subdivision Water Improvements; & \$1.475M (26.46%) Refunding of 2005 Countryside Bonds.

UNITED CITY OF YORKVILLE, ILLINOIS

**Water Fund
Long-Term Debt Requirements**

General Obligation Alternate Revenue Source Bond of 2023A

Total Outstanding at April 30, 2025

Date of Maturity	December 30, 2053
Date of Issuance	August 2, 2023
Authorized Issue	\$9,985,000
Interest Rates	4.25% - 5.00%
Interest Dates	June 30th and December 30th
Principal Maturity Dates	December 30th
Payable at	Amalgamated Bank
Purpose	2023 Water Main Replacement Program & Well #10 Rehabilitation and Raw Water Main

PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Debt Service Requirements			Interest Due on			
	Principal	Interest	Totals	June 30th	Amount	Dec 30th	Amount
2025 - 2026	165,000	444,344	609,344	2025	222,172	2025	222,172
2026 - 2027	170,000	436,094	606,094	2026	218,047	2026	218,047
2027 - 2028	180,000	427,594	607,594	2027	213,797	2027	213,797
2028 - 2029	190,000	418,594	608,594	2028	209,297	2028	209,297
2029 - 2030	200,000	409,094	609,094	2029	204,547	2029	204,547
2030 - 2031	210,000	399,094	609,094	2030	199,547	2030	199,547
2031 - 2032	220,000	388,594	608,594	2031	194,297	2031	194,297
2032 - 2033	230,000	377,594	607,594	2032	188,797	2032	188,797
2033 - 2034	240,000	366,094	606,094	2033	183,047	2033	183,047
2034 - 2035	260,000	354,094	614,094	2034	177,047	2034	177,047
2035 - 2036	270,000	341,094	611,094	2035	170,547	2035	170,547
2036 - 2037	280,000	327,594	607,594	2036	163,797	2036	163,797
2037 - 2038	295,000	313,594	608,594	2037	156,797	2037	156,797
2038 - 2039	305,000	298,844	603,844	2038	149,422	2038	149,422
2039 - 2040	325,000	283,594	608,594	2039	141,797	2039	141,797
2040 - 2041	340,000	270,594	610,594	2040	135,297	2040	135,297
2041 - 2042	350,000	256,994	606,994	2041	128,497	2041	128,497
2042 - 2043	365,000	241,944	606,944	2042	120,972	2042	120,972
2043 - 2044	385,000	226,249	611,249	2043	113,124	2043	113,124
2044 - 2045	400,000	209,694	609,694	2044	104,847	2044	104,847
2045 - 2046	415,000	192,694	607,694	2045	96,347	2045	96,347
2046 - 2047	435,000	175,056	610,056	2046	87,528	2046	87,528
2047 - 2048	450,000	156,569	606,569	2047	78,284	2047	78,284
2048 - 2049	470,000	137,444	607,444	2048	68,722	2048	68,722
2049 - 2050	490,000	117,469	607,469	2049	58,734	2049	58,734
2050 - 2051	515,000	96,031	611,031	2050	48,016	2050	48,016
2051 - 2052	535,000	73,500	608,500	2051	36,750	2051	36,750
2052 - 2053	560,000	50,094	610,094	2052	25,047	2052	25,047
2053 - 2054	585,000	25,594	610,594	2053	12,797	2053	12,797
	<u>\$ 9,835,000</u>	<u>\$ 7,815,830</u>	<u>\$ 17,650,830</u>		<u>\$ 3,907,915</u>		<u>\$ 3,907,915</u>

UNITED CITY OF YORKVILLE, ILLINOIS

**Water Fund
Long-Term Debt Requirements**

General Obligation Alternate Revenue Source Bond of 2025A

Total Outstanding at April 30, 2025

Date of Maturity	December 30, 2050
Date of Issuance	February 19, 2025
Authorized Issue	\$25,000,000
Interest Rates	4.125% - 5.00%
Interest Dates	June 30th and December 30th
Principal Maturity Dates	December 30th
Payable at	Amalgamated Bank
Purpose	Lake Michigan Water Sourcing Project

PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Debt Service Requirements			Interest Due on			
	Principal	Interest	Totals	June 30th	Amount	Dec 30th	Amount
2025 - 2026	-	996,534	996,534	2025	419,762	2025	576,772
2026 - 2027	-	1,153,544	1,153,544	2026	576,772	2026	576,772
2027 - 2028	-	1,153,544	1,153,544	2027	576,772	2027	576,772
2028 - 2029	-	1,153,544	1,153,544	2028	576,772	2028	576,772
2029 - 2030	-	1,153,544	1,153,544	2029	576,772	2029	576,772
2030 - 2031	-	1,153,544	1,153,544	2030	576,772	2030	576,772
2031 - 2032	-	1,153,544	1,153,544	2031	576,772	2031	576,772
2032 - 2033	-	1,153,544	1,153,544	2032	576,772	2032	576,772
2033 - 2034	-	1,153,544	1,153,544	2033	576,772	2033	576,772
2034 - 2035	980,000	1,153,544	2,133,544	2034	576,772	2034	576,772
2035 - 2036	1,030,000	1,104,544	2,134,544	2035	552,272	2035	552,272
2036 - 2037	1,085,000	1,053,044	2,138,044	2036	526,522	2036	526,522
2037 - 2038	1,135,000	998,794	2,133,794	2037	499,397	2037	499,397
2038 - 2039	1,195,000	942,044	2,137,044	2038	471,022	2038	471,022
2039 - 2040	1,255,000	882,294	2,137,294	2039	441,147	2039	441,147
2040 - 2041	1,315,000	819,544	2,134,544	2040	409,772	2040	409,772
2041 - 2042	1,380,000	753,794	2,133,794	2041	376,897	2041	376,897
2042 - 2043	1,450,000	684,794	2,134,794	2042	342,397	2042	342,397
2043 - 2044	1,525,000	612,294	2,137,294	2043	306,147	2043	306,147
2044 - 2045	1,585,000	549,388	2,134,388	2044	274,694	2044	274,694
2045 - 2046	1,655,000	482,025	2,137,025	2045	241,013	2045	241,013
2046 - 2047	1,725,000	411,688	2,136,688	2046	205,844	2046	205,844
2047 - 2048	1,800,000	336,219	2,136,219	2047	168,109	2047	168,109
2048 - 2049	1,880,000	257,469	2,137,469	2048	128,734	2048	128,734
2049 - 2050	1,960,000	175,219	2,135,219	2049	87,609	2049	87,609
2050 - 2051	2,045,000	89,469	2,134,469	2050	44,734	2050	44,734
	<u>\$ 25,000,000</u>	<u>\$ 21,531,046</u>	<u>\$ 46,531,046</u>		<u>\$ 10,687,018</u>		<u>\$ 10,844,028</u>

APPENDIX F

Water Rates

Year	Water Service Charge	Volumetric Rate (Rate Per 100 cf)
2026	\$58.27	\$7.28
2027	\$68.97	\$9.10
2028	\$79.67	\$10.92
2029	\$92.45	\$13.10
2030	\$107.73	\$15.72
2031	\$110.78	\$16.19
2032	\$113.92	\$16.68
2033	\$117.15	\$17.18
2034	\$120.47	\$17.70
2035	\$123.88	\$18.23
2036	\$127.40	\$18.78
2037	\$131.02	\$19.34
2038	\$134.74	\$19.92
2039	\$138.57	\$20.52
2040	\$142.51	\$21.14
2041	\$146.56	\$21.77
2042	\$150.73	\$22.42
2043	\$155.02	\$23.09
2044	\$159.43	\$23.78
2045	\$163.98	\$24.49
2046	\$168.65	\$25.22
2047	\$173.46	\$25.98
2048	\$178.41	\$26.76
2049	\$183.50	\$27.56
2050	\$188.74	\$28.39
2051	\$194.13	\$29.24
2052	\$199.68	\$30.12
2053	\$205.39	\$31.02
2054	\$211.26	\$31.95
2055	\$217.31	\$32.91
2056	\$223.53	\$33.90
2057	\$229.93	\$34.92
2058	\$236.52	\$35.97
2059	\$243.30	\$37.05
2060	\$250.27	\$38.16
2061	\$257.45	\$39.30
2062	\$264.84	\$40.48
2063	\$272.44	\$41.69
2064	\$280.26	\$42.94

**UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS**

ORDINANCE NO. 2025-54

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS AMENDING WATER SERVICE RATES AND CHARGES**

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 24th day of June, 2025

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on June 27, 2025.

Ordinance No. 2025-54

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AMENDING WATER SERVICE RATES AND CHARGES

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

WHEREAS, the City pursuant to Sections 11-117-12 and 11-129-6 of the Illinois Municipal Code (65 ILCS 5/11-117-12 and 5/11-129-6) has the authority to charge reasonable rates for water and sanitary sewer service that are sufficient to meet operation and maintenance costs, to provide a depreciation fund and to meet principal and interest payments of any utility bonds; and,

WHEREAS, due to future limitations of water systems served by wells in the Kendall County and surrounding region, the City has determined it is in the best interests of the City stakeholders to change from the Ironton-Galesville ground water source to a sustainable Lake Michigan water source and has contracted with the DuPage Water Commission, a county water commission which owns and operates a water works system as a supplier of Lake Michigan water to member costumers (the “*Commission*”) that contract for water services; and,

WHEREAS, as the result of the City’s contract for water services from the Commission the City has been required to replace its existing watermains and to acquire property in order to construct all of the infrastructure deemed necessary to connect to the Commission’s water service system (the “*Project*”); and,

WHEREAS, the City has been required to issue bonds and enter into several loan agreements to finance the cost of the Project thereby necessitating annual increases to meet the debt service payments; and,

WHEREAS, the City has determined that it is in the best interests of the City to proceed with the Project and raise water rates as hereinafter provided in order to ensure healthy and adequate service to the City for the foreseeable future.

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

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

Section 2. That Title 7 of Chapter 5, Section 7-5-5-1A of the Yorkville City Code is hereby amended by deleting Section 7-5-5-1A in its entirety and replacing it with the following:

A. Water Rates Established

1. The water infrastructure improvement and maintenance fee of eight dollars and twenty-five cents (\$8.25) per month charged to each utility customer is hereby repealed as of July 1, 2025.
2. The water rates shall be:
 - \$58.27 up to 350 cubic feet of usage, effective July 1, 2025
 - \$7.28 per 100 cubic feet of usage over 350 cubic feet, effective July 1, 2025
 - \$68.97 up to 350 cubic feet of usage, effective May 1, 2026
 - \$9.10 per 100 cubic feet of usage over 350 cubic feet, effective May 1, 2026
 - \$79.67 up to 350 cubic feet of usage, effective May 1, 2027
 - \$10.92 per 100 cubic feet of usage over 350 cubic feet, effective May 1, 2027
 - \$92.45 up to 350 cubic feet of usage, effective May 1, 2028
 - \$13.10 per 100 cubic feet of usage over 350 cubic feet, effective May 1, 2028
 - \$107.73 up to 350 cubic feet of usage, effective May 1, 2029
 - \$15.72 per 100 cubic feet of usage over 350 cubic feet, effective May 1, 2029
3. Commencing May 1, 2030, and every May 1 for each year through and including May 1, 2064, the base rate of up to 350 cubic feet of usage and every 100 cubic feet over 350 cubic feet shall on May 1 of every year increase at the rate of three percent (3%).

Section 3. This Ordinance shall be in full force and effect upon its passage, publication, and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 24th day of June, A.D. 2025.


CITY CLERK

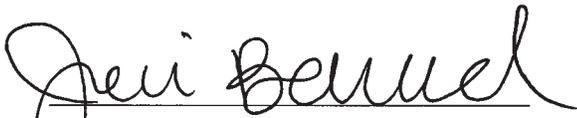
KEN KOCH	AYE	DAN TRANSIER	ABSENT
ARDEN JOE PLOCHER	AYE	CRAIG SOLING	PRESENT
CHRIS FUNKHOUSER	AYE	MATT MAREK	AYE
RUSTY CORNEILS	AYE	RUSTY HYETT	AYE

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois
this 27th day of June, A.D. 2025.



MAYOR

Attest:



CITY CLERK

APPENDIX G

Authorization of a Loan Applicant's Authorized Representative

Resolution No. 2025-85

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AUTHORIZING A REPRESENTATIVE TO SIGN LOAN APPLICATIONS AND DOCUMENTS PERTAINING TO THE PUBLIC WATER SUPPLY LOAN PROGRAM

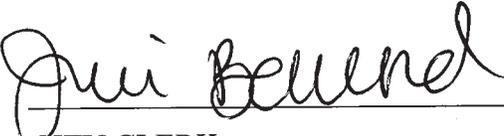
WHEREAS, application documentation for loans for the Public Water Supply Loan Program and the loans for the City’s improvements to its Public Water Supply System require that the Mayor and the City Council of the United City of Yorkville (the “City”) to authorize a representative to sign the application forms and all supporting documentation required for the IEPA Loan #L17-6788, the IEPA Loan #L17-6789 and all other loans being made in connection with improvements to the City’s Public Water System, including loans from the State Revolving Loan Fund, all as hereinafter provided.

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

Section 1. That Rob Fredrickson, Finance Director of the United City of Yorkville, is hereby authorized to sign all loan application forms and all other documents pertaining to the Public Water Supply Loan Program including current and future IEPA Loans, loans from the State Revolving Loan Fund and all other loans required to make improvements to the City’s Public Water System.

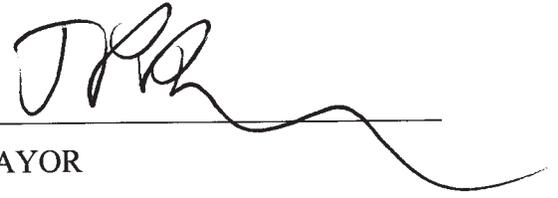
Section 2. *Effective Date.* This Resolution shall be in full force and effect forthwith upon its adoption.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 22nd day of July, A.D. 2025.


CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois
this 23rd day of July, A.D. 2025.



A handwritten signature in black ink, appearing to be 'J. P. R.', written over a horizontal line.

MAYOR

Attest:



A handwritten signature in black ink, appearing to be 'Jui Beunel', written over a horizontal line.

CITY CLERK

APPENDIX H
CERTIFIED BOND ORDINANCE

APPENDIX I
SIGNED TAX CERTIFICATE AND AGREEMENT

United City of Yorkville, Illinois

IEPA L17-6790

Estimated



Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/01/2026	-	-	-	-	-
03/01/2027	64,317.00	2.160%	58,212.00	122,529.00	-
04/30/2027	-	-	-	-	122,529.00
09/01/2027	65,011.00	2.160%	57,517.38	122,528.38	-
03/01/2028	65,713.00	2.160%	56,815.26	122,528.26	-
04/30/2028	-	-	-	-	245,056.64
09/01/2028	66,423.00	2.160%	56,105.56	122,528.56	-
03/01/2029	67,141.00	2.160%	55,388.19	122,529.19	-
04/30/2029	-	-	-	-	245,057.75
09/01/2029	67,866.00	2.160%	54,663.07	122,529.07	-
03/01/2030	68,599.00	2.160%	53,930.11	122,529.11	-
04/30/2030	-	-	-	-	245,058.18
09/01/2030	69,339.00	2.160%	53,189.24	122,528.24	-
03/01/2031	70,088.00	2.160%	52,440.38	122,528.38	-
04/30/2031	-	-	-	-	245,056.62
09/01/2031	70,845.00	2.160%	51,683.43	122,528.43	-
03/01/2032	71,610.00	2.160%	50,918.31	122,528.31	-
04/30/2032	-	-	-	-	245,056.74
09/01/2032	72,384.00	2.160%	50,144.92	122,528.92	-
03/01/2033	73,166.00	2.160%	49,363.17	122,529.17	-
04/30/2033	-	-	-	-	245,058.09
09/01/2033	73,956.00	2.160%	48,572.98	122,528.98	-
03/01/2034	74,754.00	2.160%	47,774.25	122,528.25	-
04/30/2034	-	-	-	-	245,057.23
09/01/2034	75,562.00	2.160%	46,966.91	122,528.91	-
03/01/2035	76,378.00	2.160%	46,150.84	122,528.84	-
04/30/2035	-	-	-	-	245,057.75
09/01/2035	77,203.00	2.160%	45,325.96	122,528.96	-
03/01/2036	78,037.00	2.160%	44,492.17	122,529.17	-
04/30/2036	-	-	-	-	245,058.13
09/01/2036	78,879.00	2.160%	43,649.37	122,528.37	-
03/01/2037	79,731.00	2.160%	42,797.47	122,528.47	-
04/30/2037	-	-	-	-	245,056.84
09/01/2037	80,592.00	2.160%	41,936.38	122,528.38	-
03/01/2038	81,463.00	2.160%	41,065.98	122,528.98	-
04/30/2038	-	-	-	-	245,057.36
09/01/2038	82,343.00	2.160%	40,186.18	122,529.18	-
03/01/2039	83,232.00	2.160%	39,296.88	122,528.88	-
04/30/2039	-	-	-	-	245,058.06
09/01/2039	84,131.00	2.160%	38,397.97	122,528.97	-
03/01/2040	85,039.00	2.160%	37,489.36	122,528.36	-
04/30/2040	-	-	-	-	245,057.33
09/01/2040	85,958.00	2.160%	36,570.94	122,528.94	-
03/01/2041	86,886.00	2.160%	35,642.59	122,528.59	-
04/30/2041	-	-	-	-	245,057.53
09/01/2041	87,824.00	2.160%	34,704.22	122,528.22	-
03/01/2042	88,773.00	2.160%	33,755.72	122,528.72	-
04/30/2042	-	-	-	-	245,056.94
09/01/2042	89,732.00	2.160%	32,796.98	122,528.98	-
03/01/2043	90,701.00	2.160%	31,827.87	122,528.87	-
04/30/2043	-	-	-	-	245,057.85
09/01/2043	91,680.00	2.160%	30,848.30	122,528.30	-
03/01/2044	92,671.00	2.160%	29,858.16	122,529.16	-
04/30/2044	-	-	-	-	245,057.46
09/01/2044	93,671.00	2.160%	28,857.31	122,528.31	-
03/01/2045	94,683.00	2.160%	27,845.66	122,528.66	-
04/30/2045	-	-	-	-	245,056.97
09/01/2045	95,706.00	2.160%	26,823.09	122,529.09	-
03/01/2046	96,739.00	2.160%	25,789.46	122,528.46	-
04/30/2046	-	-	-	-	245,057.55
09/01/2046	97,784.00	2.160%	24,744.68	122,528.68	-
03/01/2047	98,840.00	2.160%	23,688.61	122,528.61	-
04/30/2047	-	-	-	-	245,057.29
09/01/2047	99,908.00	2.160%	22,621.14	122,529.14	-
03/01/2048	100,987.00	2.160%	21,542.13	122,529.13	-
04/30/2048	-	-	-	-	245,058.27
09/01/2048	102,077.00	2.160%	20,451.47	122,528.47	-
03/01/2049	103,180.00	2.160%	19,349.04	122,529.04	-
04/30/2049	-	-	-	-	245,057.51
09/01/2049	104,294.00	2.160%	18,234.70	122,528.70	-
03/01/2050	105,420.00	2.160%	17,108.32	122,528.32	-
04/30/2050	-	-	-	-	245,057.02
09/01/2050	106,559.00	2.160%	15,969.79	122,528.79	-
03/01/2051	107,710.00	2.160%	14,818.95	122,528.95	-
04/30/2051	-	-	-	-	245,057.74
09/01/2051	108,873.00	2.160%	13,655.68	122,528.68	-
03/01/2052	110,049.00	2.160%	12,479.85	122,528.85	-
04/30/2052	-	-	-	-	245,057.53
09/01/2052	111,237.00	2.160%	11,291.32	122,528.32	-
03/01/2053	112,439.00	2.160%	10,089.96	122,528.96	-
04/30/2053	-	-	-	-	245,057.28
09/01/2053	113,653.00	2.160%	8,875.62	122,528.62	-
03/01/2054	114,881.00	2.160%	7,648.17	122,529.17	-
04/30/2054	-	-	-	-	245,057.79
09/01/2054	116,121.00	2.160%	6,407.46	122,528.46	-
03/01/2055	117,375.00	2.160%	5,153.35	122,528.35	-
04/30/2055	-	-	-	-	245,056.81
09/01/2055	118,643.00	2.160%	3,885.70	122,528.70	-
03/01/2056	119,924.00	2.160%	2,604.36	122,528.36	-
04/30/2056	-	-	-	-	245,057.06
09/01/2056	121,220.00	2.160%	1,309.18	122,529.18	-
04/30/2057	-	-	-	-	122,529.18
Total	\$5,390,000.00	-	\$1,961,723.50	\$7,351,723.50	-

Yield Statistics

Bond Year Dollars	\$90,820.53
Average Life	16.850 Years
Average Coupon	2.1600000%
Net Interest Cost (NIC)	2.1600000%
True Interest Cost (TIC)	2.1600000%
Bond Yield for Arbitrage Purposes	2.1600000%
All Inclusive Cost (AIC)	2.1600000%

IRS Form 8038

Net Interest Cost	2.1600000%
Weighted Average Maturity	16.850 Years



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

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2025-86

Agenda Item Summary Memo

Title: Bristol Ridge Solar Farm 105 – Special Use Approval Extension

Meeting and Date: City Council – November 10, 2025

Synopsis: Request for 1-year extension to special use approval for a proposed solar farm.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

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

Agenda Item Notes:

See attached memorandum.

Pursuant to Section 10-8-5G of the Unified Development Ordinance, special use approvals must be constructed and in active use within three (3) years of issuance, or the approval becomes null and void. As the project has not yet commenced construction, the special use approval is set to expire in October 2026.

REQUEST:

On September 22, 2025, Turning Point Energy, LLC (TPE) submitted a formal letter requesting an extension of the special use approval granted under Ordinance 2023-34 due to ongoing delays with utility company easement documents necessary for installation and future removal of facilities. TPE has identified an investor/operator with plans to begin construction in Spring 2026. However, the company expressed concern that construction may not be completed by the October 2026 deadline established by the original ordinance and the UDO 3-year limitation. Therefore, they are requesting an extension of the Special Use approval until **October 20, 2027** to provide adequate time for construction and commencement with operations.

STAFF COMMENTS:

Staff recommends approval of the requested extension to October 20, 2027, with the understanding that all conditions of Ordinance 2023-34 remain fully applicable and enforceable. As a condition of the extension, staff recommends the petitioner provide regular updates to staff and documentation regarding easement approvals by the utility company as well as contact information of the new investor/owner prior to the issuance of building permits to confirm the project's readiness. This request is tentatively scheduled for a vote at the November 11th City Council meeting. Staff and the petitioner are seeking comments from the Economic Development Committee about the proposed request and draft ordinance for the special use extension prepared by the City Attorney and attached for your review.

ATTACHMENTS:

- 1) Draft Ordinance
- 2) Request for Extension Letter dated September 22, 2025

J. Scott Osborn
TPE IL KE105, LLC
7272 E. Indian School Road, Suite 540
Scottsdale, AZ 85251
303-618-9570
sosborn@tpoint-e.com

September 22, 2025

Krysti Barksdale-Noble
Community Development Director
651 Prairie Pointe Drive
Yorkville, IL 60560

VIA EMAIL

Subject: Request for Extension of Special Use Permit 2023-34

Dear Ms. Barksdale-Noble,

I am writing to respectfully request an extension of the Special Use Permit granted on October 10, 2023, for the development, construction, and operation of a solar array on Kendall County Parcel No. 02-15-126-004, located east of Cannonball Trail and north of the Burlington Northern Santa Fe Railroad Line.

As noted in Chapter 8, Section 5, Paragraph G of the City's Unified Development Ordinance, a Special Use approval "shall become null and void unless it is constructed and in active use within three (3) years of the date of issuance (10-8-5.G)."

Due to delays by the utility company in drafting and finalizing the easement documents required for both installation and eventual removal of utility facilities necessary to support the project, we have not yet been able to complete all conditions associated with the permit. Nevertheless, we remain fully committed to advancing this project in full compliance with the City of Yorkville's standards.

We are currently working with a project investor who will build, own, and operate the facility, with construction anticipated to begin in Spring 2026. However, they have expressed concern that factors outside of our control may impact their ability to complete construction by October 2026, potentially placing the Special Use authorization at risk.

Accordingly, we respectfully request an extension of the Special Use Permit until October 20, 2027, providing sufficient time to complete the required work while maintaining alignment with the City's requirements.

We sincerely appreciate the City's consideration of this request and your continued support of our efforts. Please advise if additional documentation, updated plans, or an appearance before the Planning and Zoning Commission will be required to move this request forward.

Thank you for your time and attention. I look forward to your guidance on next steps.

Sincerely,
Thank you,



J. Scott Osborn
Director of Project Development
TurningPoint Energy

Ordinance No. 2025-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, APPROVING THE EXTENSION OF A SPECIAL USE PERMIT
APPROVED IN ORDINANCE 2023-34
(Bristol Ridge 105 – Solar Farm)**

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, under section 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*), the Mayor and City Council of the City (collectively, the “*Corporate Authorities*”) may provide for the classification of special uses in its zoning ordinance; and

WHEREAS, pursuant to the United City of Yorkville Unified Development Ordinance (the “*UDO*”), any person owning or having an interest in property may file an application to use such land for one or more of the special uses provided for in the zoning district in which the land is situated; and

WHEREAS, Turning Point Energy, LLC, (“the Lessee”) is leasing approximately 26 acres for the proposed installation of a freestanding solar energy systems on the property owned by Daniel B. Light located immediately north of the BNSF railroad line and east of Cannonball Trail (the “*Subject Property*”), within the corporate limits of the City legally described in Section 2 of this Ordinance; and

WHEREAS, under the authority of the Zoning Code, the Subject Property is located in a designated A-1 Agricultural District and freestanding solar energy systems are allowed with a special use permit; and

WHEREAS, on October 10, 2023 the Corporate Authorities approved Ordinance 2023-34, granting the Lessee a special use permit on the Subject Property with an expiration date of October 20, 2026 to allow the solar farm with freestanding solar energy systems (the “*Project*”); and

WHEREAS, Lessee has requested an extension of the special use permit to October 20, 2027 under Section 10-8-5(G) of the City’s UDO; and

WHEREAS, under Section 10-8-5(G) of the UDO, the Corporate Authorities may approve an extension of a special use permit for an additional year by a majority vote; and

WHEREAS, the Corporate Authorities find it is in the best interest of the City and its residents to approve a one year extension of the special use permit that was approved in Ordinance 2023-34.

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

Section 1. The above recitals are incorporated herein and made a part of this Ordinance.

Section 2. That the Corporate Authorities hereby approve the extension of a special use permit to October 20, 2027 for the Subject Property legally described as:

THAT PART OF THE FOLLOWING DESCRIBED PARCEL LYING EASTERLY OF THE CENTERLINE OF CANNONBALL TRAIL:

A PART OF THE NORTH HALF OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF THE PUBLIC HIGHWAY LEADING NORTH FROM HUNTSVILLE, IN SAID DIRECTION AT A POINT WHERE THE EASTERLY LINE OF SAID HIGHWAY INTERSECTS THE SOUTHERLY LINE OF ELIZABETH RIDER'S LAND; THENCE EASTERLY, ALONG THE SOUTHERLY LINE OF SAID ELIZABETH RIDER'S LAND 315 FEET, TO THE SOUTHEAST CORNER THEREOF, THENCE NORTH AT RIGHT ANGLES WITH SAID FIRST LINE ALONG THE EAST LINE OF SAID RIDER LAND, TO THE CENTER OF SAID BRISTOL ROAD; THENCE NORTHEASTERLY, ALONG THE CENTER OF SAID HIGHWAY, TO THE SOUTHERLY LINE OF LAND BELONGING TO HARRY C. ECCLES; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID ECCLES LAND, TO A POINT IN SAID SOUTHERLY LINE 60 CHAINS FROM THE EAST LINE OF SAID SECTION; THENCE EAST, ALONG THE SAID SOUTHERLY LINE OF SAID HARRY C. ECCLES LAND TO THE 8TH SECTION LINE, AND BEING THE WEST LINE OF N.C. RIDER'S LAND; THENCE SOUTH, ON SAID 8TH SECTION LINE AND RIDER'S WEST LINE TO THE RIGHT OF WAY OF C.B. AND Q. RR CO.; THENCE SOUTHWESTERLY, ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY OF SAID RAILROAD CO. TO WHERE THE SAME IS INTERSECTED BY THE NORTHERLY LINE OF JAMES KENNEDY'S LAND; THENCE WESTERLY ALONG THE NORTH LINE OF SAID KENNEDY'S LAND, TO THE NORTHWEST CORNER OF SAID JAMES KENNEDY'S LAND; THENCE NORTHERLY ALONG THE HIGHWAY TO THE PLACE OF BEGINNING, INCLUDING THE EAST HALF MILE OF HIGHWAY WESTERLY AND BORDERING SAID PREMISES; EXCEPTING FROM THE ABOVE PREMISES TWO LOTS 4 BY 8 RODS EACH IN THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PREMISES, HERETOFORE DEEDED TO JOSEPH KENNEDY AND JAMES KENNEDY, SITUATED IN THE TOWN OF BRISTOL, KENDALL COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE HERETOFORE CONVEYED TO COMMONWEALTH EDISON COMPANY BE DEED RECORDED AS DOCUMENT NO. 73-1974, TO THAT PART OF THE NORTH HALF OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE

INTERSECTION OF THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 15 AND THE NORTHWESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN (FORMERLY CHICAGO, BURLINGTON AND QUINCY) RAILROAD; THENCE SOUTH 74 DEGREES 19 MINUTES 17 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID RAILROAD, A DISTANCE OF 2910.45 FEET TO THE SOUTHEAST CORNER OF "REEVES" LAND DESCRIBED IN DEED RECORDED MARCH 13, 1952, AS DOCUMENT #101936; THENCE NORTH 3 DEGREES 10 MINUTES 43 SECONDS WEST ALONG THE EASTERLY LINE OF SAID "REEVES" LAND A DISTANCE OF 12.80 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 81 DEGREES 50 MINUTES 18 SECONDS WEST ALONG THE NORTHERLY LINE "REEVES" LAND, A DISTANCE 340.18 FEET TO THE INTERSECTION OF SAID LINE WITH A LINE DRAWN 150 FEET NORTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE NORTHERLY TIGHT OF WAY OF SAID RAILROAD; THENCE NORTH 74 DEGREES 19 MINUTES 17 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 331.83 FEET; THENCE NORTH 15 DEGREES 40 MINUTES 43 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 40 FEET; THENCE NORTH 74 DEGREES 19 MINUTES 17 SECONDS EAST ALONG A LINE OF SAID RAILROAD, A DISTANCE OF 2941.14 FEET TO THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER; THENCE SOUTH 0 DEGREES 13 MINUTES 40 SECONDS WEST ALONG THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER, A DISTANCE OF 197.57 FEET TO THE POINT OF BEGINNING; ALL IN KENDALL COUNTY, ILLINOIS,

ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN AS DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF CANNONBALL TRAIL (BEING THE CENTER LINE OF STATE ROUTS 10, SECTION 19-15D) AND A LINE DRAWN PARALLEL WITH AND 80.0 FEET, NORMALLY DISTANT, SOUTHERLY OF "ELIZABETH RIDER'S LAND", THENCE EASTERLY ALONG SAID PARALLEL LINE 239.10 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 354.96 FEET TO THE NORTH LINE OF A TRACT OF LAND CONVEYED TO JAMES KENNEDY BY WARRANTY DEED RECORDED ON APRIL 21, 1982, IN BOOK 48 OF DEEDS, PAGE 480; THENCE WESTERLY ALONG SAID NORTH LINE, 106.70 FEET TO THE EAST LINE, AS OCCUPIED AND MONUMENTED, OF LANDS CONVEYED TO GEORGE MEWHIRTER BY A WARRANTY DEED RECORDED MAY 1, 1899, IN BOOK 55 OF DEEDS, PAGE 25; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED 132.0 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 190.33 FEET TO SAID CENTER LINE; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

with **Property Index Number 02-15-126-004** for use as a solar farm with freestanding solar energy systems.

Section 3. That the special use granted herein shall be constructed, operated, and maintained in accordance with the plans, diagrams, and conditions adopted in Ordinance 2023-34, and that Lessee is required to provide the City with regular updates and documentation regarding utility easement approvals and contact information of any new investors or owners of the Project prior to the issuance of building permits.

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

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

CITY CLERK



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

Agenda Item Number

Mayor's Report #5

Tracking Number

CC 2025-08

Agenda Item Summary Memo

Title: Public Works and Parks Department Facility Update

Meeting and Date: City Council – November 10, 2025

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.



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

Agenda Item Number

Mayor's Report #6

Tracking Number

CC 2025-09

Agenda Item Summary Memo

Title: Lake Michigan Water Project Update

Meeting and Date: City Council – November 10, 2025

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.



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

Agenda Item Number

Presentation #1

Tracking Number

Agenda Item Summary Memo

Title: Data Center Presentation

Meeting and Date: City Council – November 10, 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: Bart Olson Administration
Name Department

Agenda Item Notes:

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



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

Agenda Item Number

Planning and Zoning Commission #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 – November 10, 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 – 10/28/25 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 Community Development
Name 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=6488>.

Have a question or comment about this agenda item?

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



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

Agenda Item Number

Planning and Zoning Commission #2

Tracking Number

PZC 2025-08 & EDC 2025-50

Agenda Item Summary Memo

Title: Project Cardinal – Pioneer (Data Center)

Meeting and Date: City Council – November 10, 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=6497>.

Council Action Previously Taken:

Date of Action: CC – 10/28/25 Action Taken: Tabled to the 11/10/25 City Council meeting.

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. PZC #2c and PZC #2d will be up for discussion only.

Have a question or comment about this agenda item?

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



Memorandum

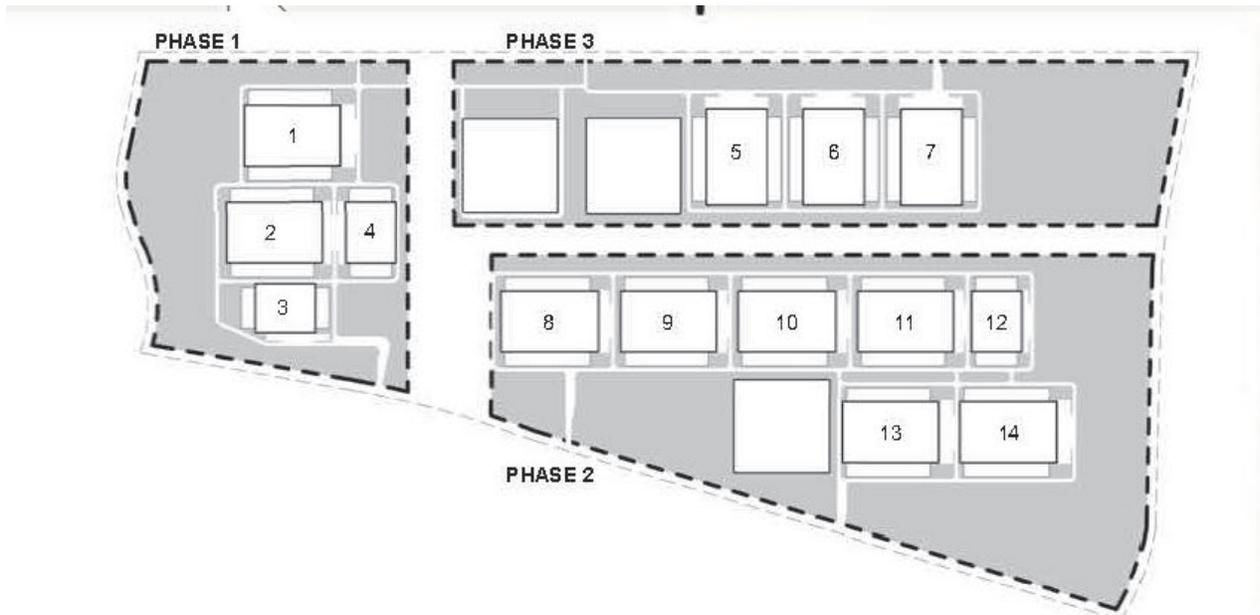
To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Senior Planner
David Hansen, Senior Planner
Date: November 5, 2025
Subject: **PZC 2025-08 Project Cardinal – Updated Phasing Plan**
Proposed Data Center Campus & On-Site Substation/Switchyard Development

UPDATED PLANS:

On November 5, 2025, the petitioner, Pioneer Development, LLC, submitted a revised phasing plan for the Project Cardinal data center campus. While the overall site plan still consists of 14 data center buildings with adjacent customer substations and ancillary stormwater detention basins, the sequence and location of buildings within the campus has been updated in response to public feedback. The updated Project Cardinal Phasing Plan (11/5/25 version) reflects a significant reorganization of the overall buildout sequence compared to the previous 09/30/25 version. The earlier plan followed a clockwise pattern beginning in the northwest quadrant of the site, with initial phases progressing west to east and then southward. In contrast, the updated plan reverses that order, establishing a counter-clockwise phasing pattern that begins in the northeast corner near the Illinois Route 47 frontage and moves west and south across the property.

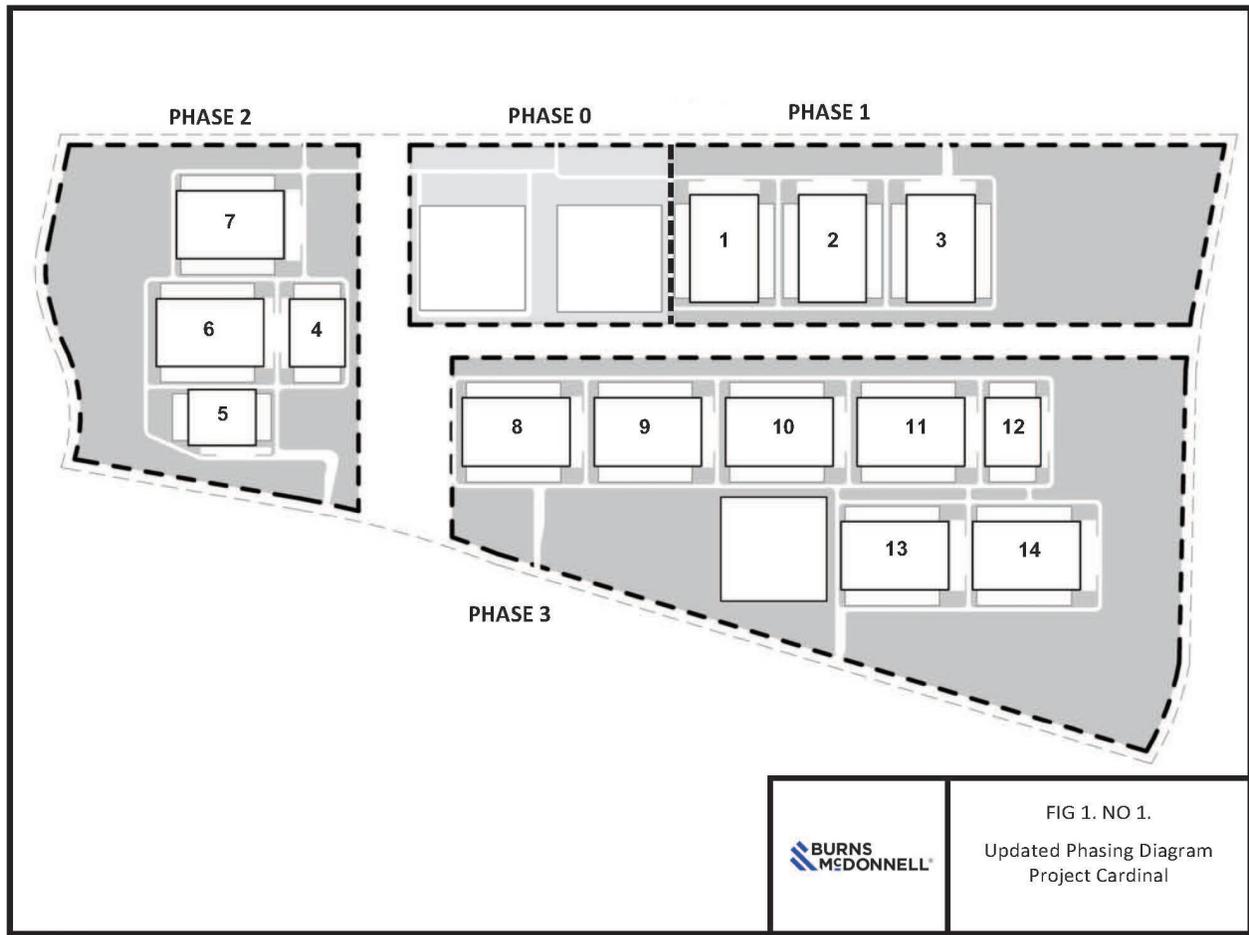
This revision places early development emphasis along IL 47/Bridge Street to facilitate initial access, visibility, and utility service connections from the state route and Galena Road. The re-sequenced phasing still maintains the multi-building layout but redistributes several building groupings and supporting infrastructure to correspond with the new starting point. Below is a visual comparison of the original and revised plans:

ORIGINAL PHASING PLAN



PROJECT CARDINAL

UPDATED PHASING PLAN



Landscape Plan

In addition, the developer has indicated that they will revise the Landscape Plan to illustrate an increase in the berm height along Ashe, Baseline, and Galena Roads from eight (8) feet to up to twelve (12) feet. The revised Landscape Plan will be an exhibit of the Planned Unit Development (PUD) agreement.

The petitioner and staff will be available at Tuesday night's meeting to discuss the updated plans and answer any questions.

Attachments:

1. Draft Annexation Agreement
2. Draft Planned Unit Development Agreement
3. Updated Phasing Diagram – Project Cardinal submitted 11/5/25 by Pioneer Development and prepared by Burns McDonnell.

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, the City’s Unified Development Ordinance addresses requirements that must be met for development; and

WHEREAS, the City has engaged in the following activities relating to the application of the Developer and consistent with City codes:

DATE	ITEM	PURPOSE	DOCUMENT LINK
March 14, 2025	Initial Application submittal	Request for Annexation, Rezoning, and PUD approval includes: <ol style="list-style-type: none"> 1. Project Introduction 2. Applications for annexation, rezoning, PUD and Special Use – and responses to standards 3. Conceptual Plan 4. Building elevations 5. Landscape plan 6. Traffic Impact Analysis 7. Stormwater Calculations 8. Security fencing 9. Annexation Map 10. Legal Description 11. Consent of Owners 12. Contiguous Owners 	Project Cardinal Application packet (https://www.yorkville.il.us/DocumentCenter/View/11328/PROJECT-CARDINAL-APPLICATION-PACKAGE---20250314?bidId=)
March 21, 2025	Project Page created and published on City’s website	Public facing webpage providing anticipated meeting schedule, description of project and requested entitlements, as well as links to all documents. Website updated consistently with new application materials.	Project Cardinal Project Page (https://www.yorkville.il.us/906/Project-Cardinal-Data-Center-Campus-Anne)
March 24, 2025	Revised Application submittal	Updated application materials	<ul style="list-style-type: none"> ○ Annexation Application (https://www.yorkville.il.us/DocumentCenter/View/11330/21---Annexation-Application---Update?bidId=) ○ Rezoning Application (https://www.yorkville.il.us/DocumentCenter/View/11331/31---Rezoning-Application---Update?bidId=) ○ PUD Application (https://www.yorkville.il.us/DocumentCenter/View/11332/41---PUD-Application---Update?bidId=) ○ Preliminary PUD Application (https://www.yorkville.il.us/DocumentCenter/View/11334/191---Prelim-PUD-Plan?bidId=)

DATE	ITEM	PURPOSE	DOCUMENT LINK
March 27, 2025	Correspondence	City response to email from the public – Elizabeth Fotopoulous.	<ul style="list-style-type: none"> ○ 03-27-25 Email to Elizabeth Fotopoulous
April 10, 2025	Plan Council Meeting	Staff Level technical review of project with the applicant/developer (not open to public)	<ul style="list-style-type: none"> ○ Meeting Packet Agenda attached as “4-10-25 Plan Council Agenda & Packet_revised 4-7-25” ○ Meeting Minutes attached as “Plan Council April 10, 2025”
May 6, 2025	Economic Development Committee Meeting	Informal feedback from subcommittee of elected officials (<u>no quorum at meeting but presentation to public given – no committee action taken and rescheduled to June 3, 2025</u>)	<p>Staff Memo attached as “EDC_5-6-25_Project Cardinal_Annex, Rezone, PUD & Preliminary Plan”</p> <ul style="list-style-type: none"> ○ EDC 5-6-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6225) ○ EDC 5-6-25 Meeting Minutes (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6304) ○ EDC 5-6-25 Meeting Audio (https://www.yorkville.il.us/DocumentCenter/View/11441/Economic-Development-Audio---May-6-2025-MP3) ○ Petitioner Presentation (https://www.yorkville.il.us/DocumentCenter/View/11426/250505-Project-Cardinal_Arch-Progress-Set_compressed?bidId=)
May 14, 2025	Correspondence	City response to email from public - Scott Stafford.	<ul style="list-style-type: none"> ○ Attached as “DATA CENTER OPPOSITION EMAIL 5-14-25”
May 30, 2025	Revised Application submittal	Application revised to include nearby property owners in Kane County, response to Plan Council meeting comments, Traffic Methodology Memo, updated landscape plan, site plan and elevations	<ul style="list-style-type: none"> ○ Application Section 15.1 - Contiguous Owners for Kane & Kendall Counties (https://www.yorkville.il.us/DocumentCenter/View/11522/Application-Section-151---Contiguous-Owners?bidId=) ○ Plan Council Response Letter (https://www.yorkville.il.us/DocumentCenter/View/11523/Plan-Council-Response-Letter)

DATE	ITEM	PURPOSE	DOCUMENT LINK
			<p>ject-Cardinal---Plan-Council-Response---53025?bidId=)</p> <ul style="list-style-type: none"> ○ Traffic Methodology Memo (https://www.yorkville.il.us/DocumentCenter/View/11524/Project-Cardinal---Traffic-Methodology-Memo-002?bidId=) ○ Landscaping Plan (https://www.yorkville.il.us/DocumentCenter/View/11525/Project-Cardinal---Landscaping-002?bidId=) ○ Site Plan and Building Elevations (https://www.yorkville.il.us/DocumentCenter/View/11526/Project-Cardinal---53025-Drawing-Set-002?bidId=)
June 3, 2025	Economic Development Committee Meeting	Meeting cancelled – no quorum	<ul style="list-style-type: none"> ○ EDC 6-3-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6266)
June 5, 2025	Developer outreach letter & resident meeting	Per Plan Council recommendation, developer sent letter on June 2, 2025 to nearby property owners along Galena Road, Ashe Road, Baseline Road and in the Bristol Bay subdivision inviting them to a community meeting to review the plans for the proposed data center and ask questions.	Attached as “ Ltr to Property Owners ”
June 10, 2025	City Council – Public Hearing	Public hearing for Annexation Agreement	<p>Staff Memo attached as “CCPH_6-10-25_Project Cardinal Annexation Agreement 6-5-25”</p> <ul style="list-style-type: none"> ○ CC 6-10-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6268) ○ CC 6-10-25 Meeting Minutes (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6322) ○ CC 6-10-25 Meeting Audio (https://www.yorkville.il.us/DocumentCenter/View/11557/City-Council-Audio---June-10-2025-MP3)

DATE	ITEM	PURPOSE	DOCUMENT LINK
			<ul style="list-style-type: none"> ○ Petitioner Presentation Materials at 6/10/25 City Council Meeting (https://www.yorkville.il.us/DocumentCenter/View/11596/Annexation-Meeting_Developer-Presentation?bidId=) <p>REQUIRED PUBLIC NOTICES</p> <ul style="list-style-type: none"> ○ Published in paper on May 23, 2025 (affidavit of publication attached as “7815891 Affidavit” ○ Notices to Township & Fire District sent on May 20, 2025 (certified mailing receipts attached as “Certified Mailing Receipts_PC2025-08_CC PH 6-10-25”)
June 11, 2025	Planning & Zoning Commission Meeting	Public hearing for Rezoning and Special Use for a PUD. Also review and recommendation of a Preliminary PUD Plan. The Planning and Zoning Commission <u>continued the public hearing to Wednesday, July 9, 2025.</u>	<p>Staff Memo attached as “PZC_6-11-25 Project Cardinal Rezone, PUD & Preliminary Plan”</p> <ul style="list-style-type: none"> ○ PZC 6-11-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6310) ○ PZC 6-11-25 Meeting Minutes & Transcript (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6344) ○ PZC 6-11-25 Meeting Audio (https://www.yorkville.il.us/DocumentCenter/View/11559/Planning-and-Zoning-Commission-Audio--June-11-2025-MP3) <p>REQUIRED PUBLIC NOTICES</p> <ul style="list-style-type: none"> ○ Published in paper on May 23, 2025 (affidavit of publication attached as “7816015 Affidavit” ○ Certified Affidavit of Mailing by petitioner on May 22, 2025 (attached as “Certified Affidavit of Mailing Project Cardinal_May 22, 2025”) ○ <u>Green cards and certified receipts available to send by</u>

DATE	ITEM	PURPOSE	DOCUMENT LINK
			<u><i>separate e-mail if needed (file is too large to attach)</i></u>
July 1, 2025	Economic Development Committee	Informal feedback from subcommittee of elected officials	<p>Staff Memo attached as “EDC_7-1-25_Project Cardinal_Rezone, PUD & Preliminary Plan”</p> <ul style="list-style-type: none"> ○ EDC 7-1-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6302) ○ EDC 7-1-25 Minutes (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6371) ○ EDC 7-1-25 Audio (https://www.yorkville.il.us/DocumentCenter/View/11597/Economic-Development-Audio---July-1-2025-MP3)
July 3, 2025	Supplemental Application materials	Updated site plan, building elevations, architectural renderings, landscape plan, landscape buffer elevation, wetland delineation report, photometric plan, preliminary sound study	<ul style="list-style-type: none"> ○ Site Plan and Building Elevations (https://www.yorkville.il.us/DocumentCenter/View/11599/250703-Project-Cardinal_Arch-Drawing-Set_Site-Plan?bidId=) ○ Architectural Perspective (https://www.yorkville.il.us/DocumentCenter/View/11605/250625-Project-Cardinal_Perspectives_reduced?bidId=) ○ Landscape Plans (https://www.yorkville.il.us/DocumentCenter/View/11603/Prelim-Campus-Landscape-Concept-7-02_reduced?bidId=) ○ Landscape Buffer Elevation (https://www.yorkville.il.us/DocumentCenter/View/11604/Project-Cardinal---O2---ELEVATIONS?bidId=) ○ Wetland Delineation Report (https://www.yorkville.il.us/DocumentCenter/View/11601/176350-ProjectCardinal_WDR_05232025?bidId=) ○ Photometric Plan (https://www.yorkville.il.us/DocumentCenter/View/11602/250701-

DATE	ITEM	PURPOSE	DOCUMENT LINK
			Project-Cardinal_Site-plan_PGE?bidId=) <ul style="list-style-type: none"> ○ Preliminary Sound Study (https://www.yorkville.il.us/DocumentCenter/View/11600/182671--Project-Cardinal---Sound-Study-070125?bidId=)
July 9, 2025	Planning & Zoning Commission	Continued public hearing	Staff Memo attached as “ PZC_7-9-25 Project Cardinal Rezone, PUD & Preliminary Plan_final ” <ul style="list-style-type: none"> ○ PZC 7-9-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6310) ○ PZC 7-9-25 Minutes & Transcript https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6395) ○ PZC 7-9-25 Audio (https://www.yorkville.il.us/DocumentCenter/View/11614/Planning-and-Zoning-Commission-Audio--July-9-2025-MP3) ○ Petitioner’s Presentation (https://www.yorkville.il.us/DocumentCenter/View/11613/PZC-Hearing-2?bidId=) ○ Updated Sound Study (https://www.yorkville.il.us/DocumentCenter/View/11620/182671--Project-Cardinal---Sound-Study-Rev1?bidId=)
July 21, 2025	Supplemental Application materials	Updated Traffic Study	<ul style="list-style-type: none"> ○ Updated Traffic Study dated July 21, 2025 (https://www.yorkville.il.us/DocumentCenter/View/11640/ddf7c8ce-3682-45e4-99f4-8ffcab62502?bidId=)
July 22, 2025	City Council	Discussion item <u>with Planning and Zoning Commission recommendations and adoption of findings of facts</u>	Staff Memo attached as “ CC_7-22-25 Project Cardinal Rezone, PUD & Preliminary Plan_revised ” <ul style="list-style-type: none"> ○ CC 7-22-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6360) ○ CC 7-22-25 Minutes (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6394) ○ CC 7-22-25 Audio (https://www.yorkville.il.us/DocumentCenter/View/11640/ddf7c8ce-3682-45e4-99f4-8ffcab62502?bidId=)

DATE	ITEM	PURPOSE	DOCUMENT LINK
			<p>mentCenter/View/11645/City-Council-Audio---July-22-2025-MP3)</p>
August 12, 2025	City Council	Initial Sound Study Presentations by Petitioner and City Sound Engineering Consultant	<ul style="list-style-type: none"> ○ Pioneer Development - Project Cardinal Sound Study Presentation (Burns McDonnell) (https://www.yorkville.il.us/DocumentCenter/View/11665/Pioneer-Development---Sound-Study?bidId=) ○ Peer Review of Project Cardinal's Initial Sound Study Presentation (Soundscape Engineering) (https://www.yorkville.il.us/DocumentCenter/View/11666/Soundscape-Presentation---Project-Cardinal-Initial-Sound-Study-Review---8-11-25-002?bidId=) ○ CC 8-12-25 Minutes (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6435)
August 26, 2025	City Council	General discussion item	<ul style="list-style-type: none"> ○ CC 8-26-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6401) ○ CC 8-26-25 Minutes (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6436) ○ CC 8-26-25 Audio (https://www.yorkville.il.us/DocumentCenter/View/11645/City-Council-Audio---July-22-2025-MP3)
August 27, 2025	Supplemental Application materials	Updated site plan, landscape plan, and sound study follow-up	<ul style="list-style-type: none"> ○ Updated Site Plan dated 8/26/2025 (https://www.yorkville.il.us/DocumentCenter/View/11734/Project-Cardinal-Site-Plan-82625?bidId=) ○ Updated Landscape Plan dated 8/26/2025

DATE	ITEM	PURPOSE	DOCUMENT LINK
			<p>(https://www.yorkville.il.us/DocumentCenter/View/11735/Project-Cardinal---O2---Landscape---82625?bidId=)</p> <ul style="list-style-type: none"> ○ Sound Study Follow-up responses dated August 27, 2025 <p>(https://www.yorkville.il.us/DocumentCenter/View/11736/Project-Cardinal-Sound-Study-Update-82725?bidId=)</p>
September 5, 2025	Supplemental Application materials	Additional sound study information and water usage memo	<ul style="list-style-type: none"> ○ Emergency Sound Level Contours (dBA) (https://www.yorkville.il.us/DocumentCenter/View/11746/Figure-5---Emergency-Noise-Levels-dBA?bidId=) ○ Project Cardinal - Water Usage Memo (https://www.yorkville.il.us/DocumentCenter/View/11747/Project-Cardinal-Memo---Water?bidId=)
September 9, 2025	City Council	General Discussion Item	<p>Staff Memo attached as “CC_9-9-25_Project Cardinal_Rezone, PUD & Preliminary Plan_revised”</p> <ul style="list-style-type: none"> ○ CC 9-9-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6416) ○ CC 9-9-25 Minutes (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6445) ○ CC 9-9-25 Audio (https://www.yorkville.il.us/DocumentCenter/View/11766/City-Council-Audio---September-9-2025-MP3)
September 23, 2025	City Council	Presentation by Petitioner and general discussion item	<ul style="list-style-type: none"> ○ CC 9-23-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6441) ○ CC 9-23-25 Minutes (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6465) ○ CC 9-23-25 Audio (https://www.yorkville.il.us/DocumentCenter/View/11927/City-

DATE	ITEM	PURPOSE	DOCUMENT LINK
			<p>Council-Audio---September-23-2025-MP3)</p> <ul style="list-style-type: none"> ○ Petitioner’s Presentation (https://www.yorkville.il.us/DocumentCenter/View/11922/CRG---Yorkville-City-Council-Meeting?bidId=)
October 1, 2025	Supplemental Application materials	Updated site plan, elevations, architectural renderings, and landscape plan	<ul style="list-style-type: none"> ○ Updated Site Plan, Building Elevations and Architectural Renderings dated 9/30/25 (https://www.yorkville.il.us/DocumentCenter/View/11979/250930-Project-Cardinal_Arch_compressed101?bidId=) ○ Updated Landscape Plan dated 9/26/2025 (https://www.yorkville.il.us/DocumentCenter/View/11980/Project-Cardinal---BMCD---Landscape101?bidId=)
October 14, 2025	City Council	General Discussion Item	<p>Staff Memo attached as “CC_10-14-25_Project Cardinal_Rezone, PUD & Preliminary Plan_revised”</p> <ul style="list-style-type: none"> ○ CC 10-14-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6463) ○ CC 10-14-25 Minutes (not available yet) ○ CC 10-14-25 Audio (https://www.yorkville.il.us/DocumentCenter/View/12194/City-Council-Audio---October-14-2025-MP3)
October 20, 2025	Supplemental Application materials	Updated Traffic Impact Study	<ul style="list-style-type: none"> ○ Updated Traffic Impact Study dated October 20, 2025 (https://www.yorkville.il.us/DocumentCenter/View/12207/Project-Cardinal---Traffic-Impact-Study_V2_2025-10-20?bidId=)
October 28, 2025	City Council	Recommended City Council Vote on Annexation and PUD agreements	<ul style="list-style-type: none"> ○ CC 10-28-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6479) ○ CC 10-28-25 Minutes (not available yet)

DATE	ITEM	PURPOSE	DOCUMENT LINK
October 30, 2025	Correspondence	Address Community Comments and City Council Updated Traffic study results	<ul style="list-style-type: none"> ○ CC 10-28-25 Audio (https://www.yorkville.il.us/DocumentCenter/View/12215/City-Council-Audio---October-28-2025-MP3) ○ 10-30-25 Email to Baumgartner - attached ○ CC 10-30-25 Memo and results - attached
November 3, 2025	Supplemental materials	Requirements for Emergency Plan	<ul style="list-style-type: none"> ○ Section 3.10 of the PUD Agreement – Page 746 (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6479)
November 5, 2025	Supplemental materials	Updated Phasing Plan	<ul style="list-style-type: none"> ○ Updated Project Cardinal Phasing Plan (https://www.yorkville.il.us/DocumentCenter/View/12247/Project-Cardinal-Phasing-Plan---11525?bidId=)

WHEREAS, the Mayor and Aldermen have reviewed all of the foregoing information relating to the proposed development of the Project and the use of the Development Site; and

WHEREAS, all of the foregoing information has been provided to the public when required by law and has again been provided as part of the meeting packet for this November 10, 2025 meeting; and

WHEREAS, in addition to the foregoing, City Staff has responded to private communications from certain property owners in the City and even outside the City relating to the proposed Project and Development Site, which are contained in the included hyperlink ([Project Cardinal Project Page](#)); 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 intend to enter 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.

WHEREAS, the *Conditions* include that the PUD Agreement will not be effective until the Development Agreement and the Utility and Infrastructure Agreement are executed and effective.

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 City hereby adopts all Findings of Fact and Recommendations of the City Planning and Zoning Commission as the Findings of Fact and Recommendations of the Mayor and City Council;

Section 3. The Mayor and City Council find that the Planned Unit Development meets all standards required by Section 10-8-8 of the City Unified Development Ordinance. More specifically, considering all of the evidence including, without limitation, the Developer's application, and the records and materials detailed in the Recitals above, all of which are hereby incorporated by reference, the Mayor and City Council have determined that the Planned Unit Development meets all standards in the categories to be considered based upon the Ordinance:

1. Plan and Policy Alignment.
2. Integrated Design with Identifiable Centers and Edges.
3. Public Welfare.
4. Compatibility with Adjacent Land Uses.
5. Impact on Public Facilities and Resources.
6. Archaeological, Historical or Cultural Impact.

Section 4. The Mayor and City Council find that the Planned Unit Development meets all standards required by Section 10-8-5 the City Unified Development Ordinance, including Section 10-8-8. More specifically, the Mayor and City Council have determined that Planned Unit Development meets all standards in the categories to be considered based upon the Unified Development Ordinance:

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

2. The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within or near the neighborhood in which it is to be located.
3. The establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
4. Adequate utilities, access roads, drainage or other necessary facilities have been or shall be provided.
5. Adequate measures shall be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.
6. The proposed Special Use is not contrary to the objectives of the City's adopted Comprehensive Plan.

Section 5. In approving this Ordinance, the Mayor and City Council have also considered the following factors regarding Project Cardinal and the association Planned Unit Development and Special Uses:

1. The proposed land use is consistent with the purposes of the Unified Development Ordinance and the Comprehensive Plan, specifically recent amendments to the Comprehensive Plan for areas near and adjacent to the subject property that identify General Industrial future land uses for the area, specifically for data center projects, which are consistent with the M-1 and M-2 zoning districts.

2. The City's standard practice is to update or amend the Comprehensive Plan, as necessary, following a PUD approval, and it did not find a reason to change this practice given the recent amendments to the Comprehensive Plan and the length of time the subject property has remained undeveloped as currently zoned and its existing PUD either had or will soon expire.
3. The proposed land use is compatible with the existing and planned uses and zoning of nearby properties and that such compatibility is enhanced through set-backs, berming, landscaping and other features.
4. The proposed land use does not significantly diminish the property values of the subject property or nearby properties, and to the extent the property values of any nearby properties are diminished, such diminishment would be offset or outweighed by an expected decrease in property taxes for nearby properties based on the increase in property taxes received by the City from the new development on the subject property.
5. The community needs this proposed land use to further its Comprehensive Plan and strategic goals for the City, and to the extent there is any destruction of property values the proposed land use promotes the health, safety, morals or general welfare of the public.
6. The relative gain to the public from this proposed land use outweighs any hardship imposed upon any individual property owners.
7. The subject property is suitable for the purposes of the proposed special uses and Planned Unit Development.

8. The proposed land use will not result in an individual parcel zoned in one zoning district that is not shared with adjacent parcels.
9. The proposed parcels to be rezoned shall meet the minimum frontage and area requirements of the requested zoning district as specified in Section 10-3-9(A) in the Unified Development Ordinance.
10. The length of time the property has been vacant as zoned in the context of land development in the area and vicinity of the public property.
11. The care with which the City has undertaken in its review of the development plan.

Section 6. The Mayor and City Council further find that prior ordinances (Ordinance No. 2005-78 and 2004-40) by which some of the parcels comprising the PUD were annexed are no longer enforceable, null and void because the annexation agreements have expired and development has not occurred in accordance with such prior ordinances.

Section 7. The Mayor and City Council have determined that the phased construction plan minimizes impacts on residential structures. The phasing of the development is now anticipated to be in accordance with Exhibit B of the PUD Agreement.

Section 8. The Mayor and City Council find that the City's project page has informed citizens regarding how the certain areas are adequately addressed by the plan, including capacity of water and sewer system, sound concerns, the phasing plan, and traffic study.

Section 9. 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 10th day of November, 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 10. The Planned Unit Development Agreement is not currently effective because the Corporate Authorities have not approved the Development Agreement covering the Development Site and such Development Agreement has not been executed by Pioneer and the City;

Section 11. The Planned Unit Development Agreement is not currently effective because the Corporate Authorities have not approved the Utility and Infrastructure Agreement covering the Development Site and such Utility and Infrastructure Agreement has not been executed by Pioneer and the City;

Section 12. 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 a 12 foot tall berm where facing residential properties, and an 8-foot-tall berm along all other boundaries not facing residential properties, 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: _____
Mayor

By: _____

Date: _____, 2025

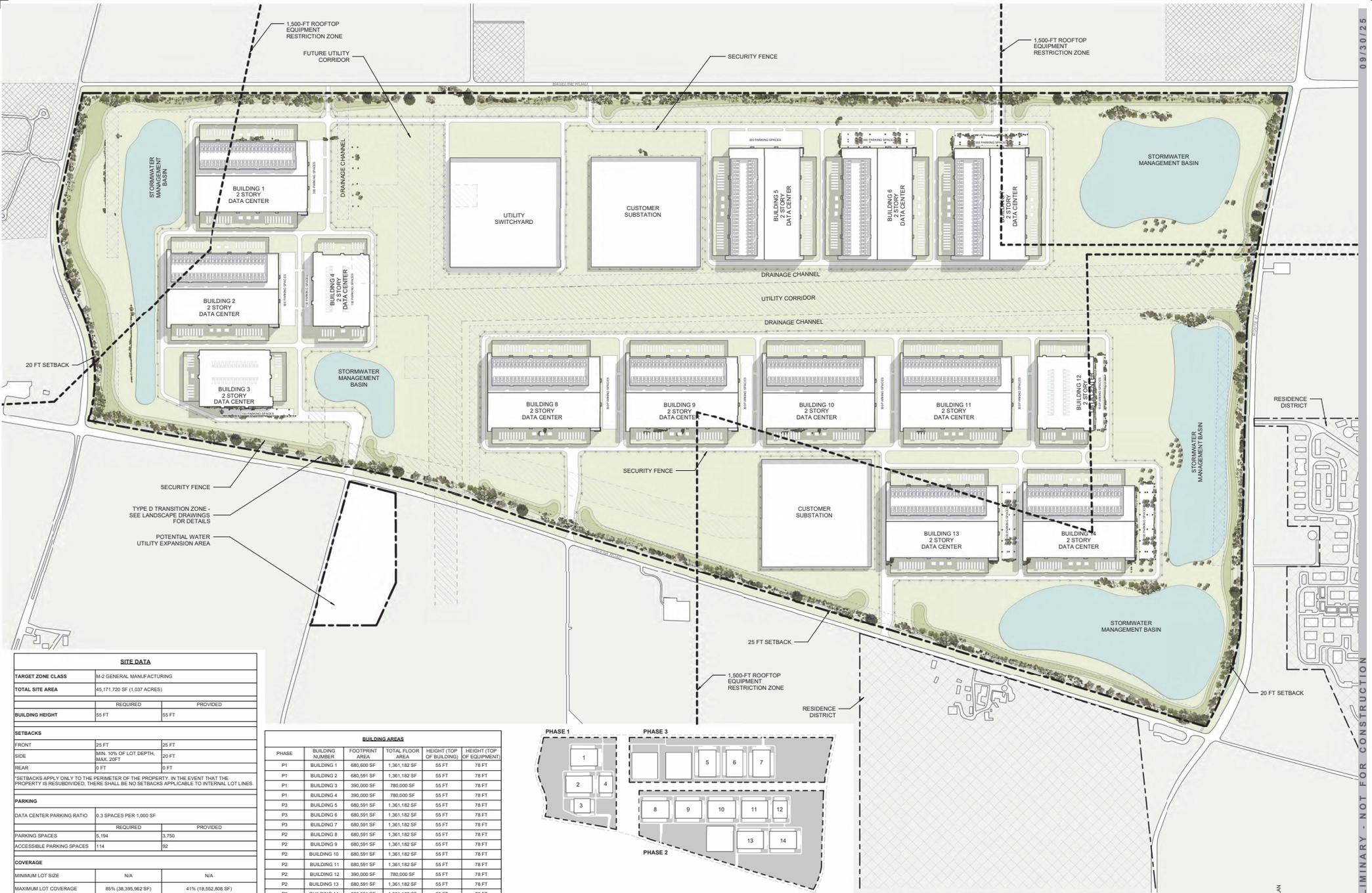
Pioneer Development, LLC

By: _____

Date: _____, 2025

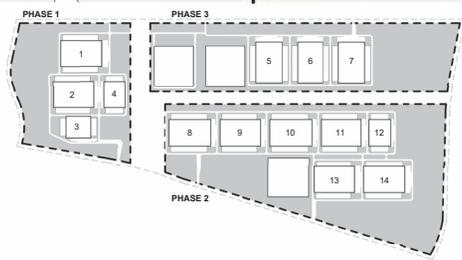
EXHIBIT LIST

Exhibit A-	Site Plan
Exhibit B-	Phasing Plan
Exhibit C-	Proposed Path Locations Map
Exhibit D-	Landscape Plan
Exhibit E-	Building Elevations
Exhibit G-	Initial Noise Study



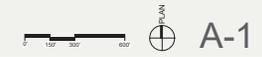
SITE DATA		
TARGET ZONE CLASS	M-2 GENERAL MANUFACTURING	
TOTAL SITE AREA	45,171,720 SF (1,037 ACRES)	
BUILDING HEIGHT	REQUIRED	PROVIDED
	55 FT	55 FT
SETBACKS		
FRONT	25 FT	25 FT
SIDE	MIN. 10% OF LOT DEPTH, MAX. 20 FT	20 FT
REAR	0 FT	0 FT
*SETBACKS APPLY ONLY TO THE PERIMETER OF THE PROPERTY. IN THE EVENT THAT THE PROPERTY IS RESUBDIVIDED, THERE SHALL BE NO SETBACKS APPLICABLE TO INTERNAL LOT LINES.		
PARKING		
DATA CENTER PARKING RATIO	REQUIRED	PROVIDED
	0.3 SPACES PER 1,000 SF	
PARKING SPACES	5,194	3,790
ACCESSIBLE PARKING SPACES	114	92
COVERAGE		
MINIMUM LOT SIZE	N/A	N/A
MAXIMUM LOT COVERAGE	85% (38,395,962 SF)	41% (18,562,808 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	680,000 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

SITE PLAN



A-1

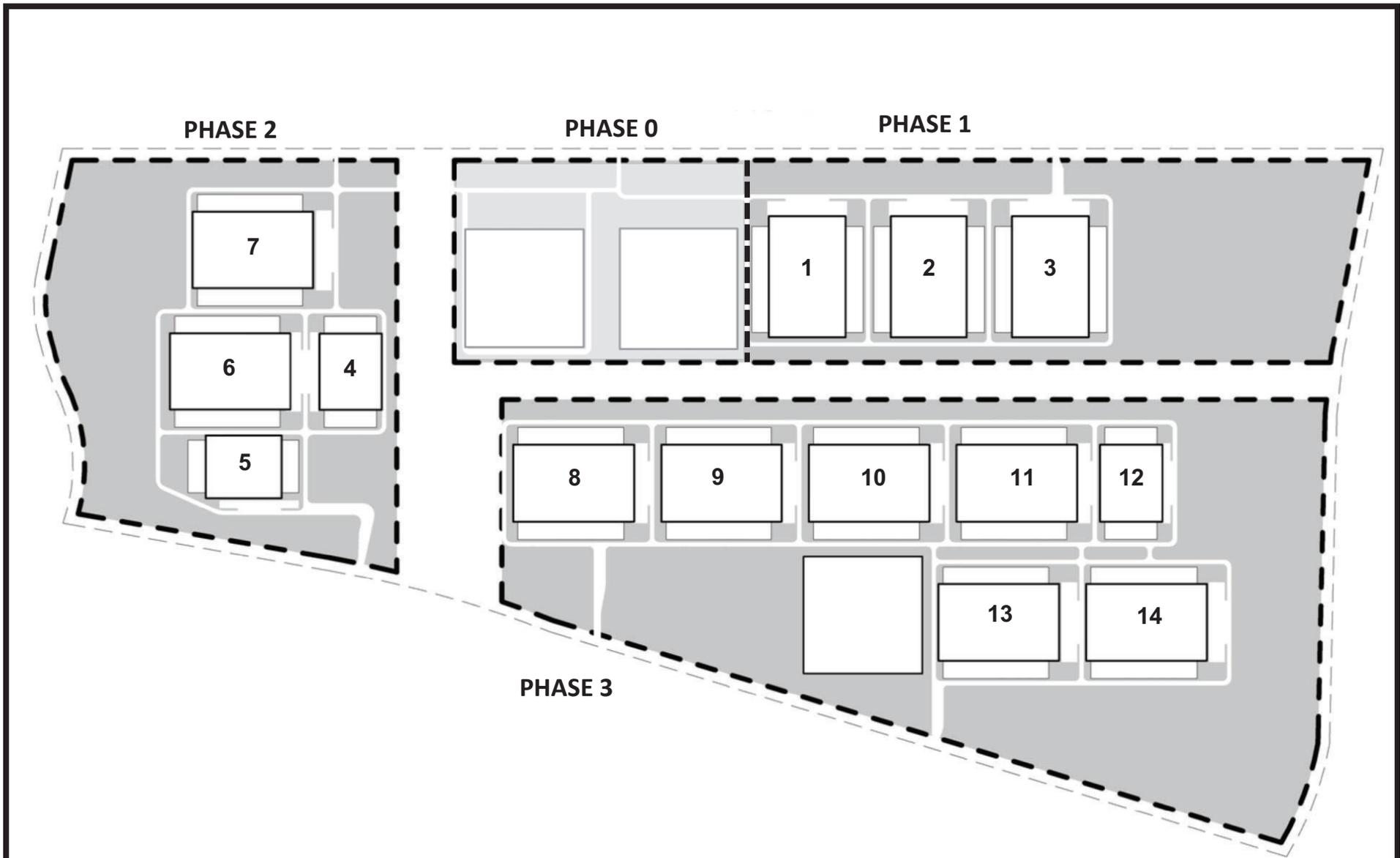
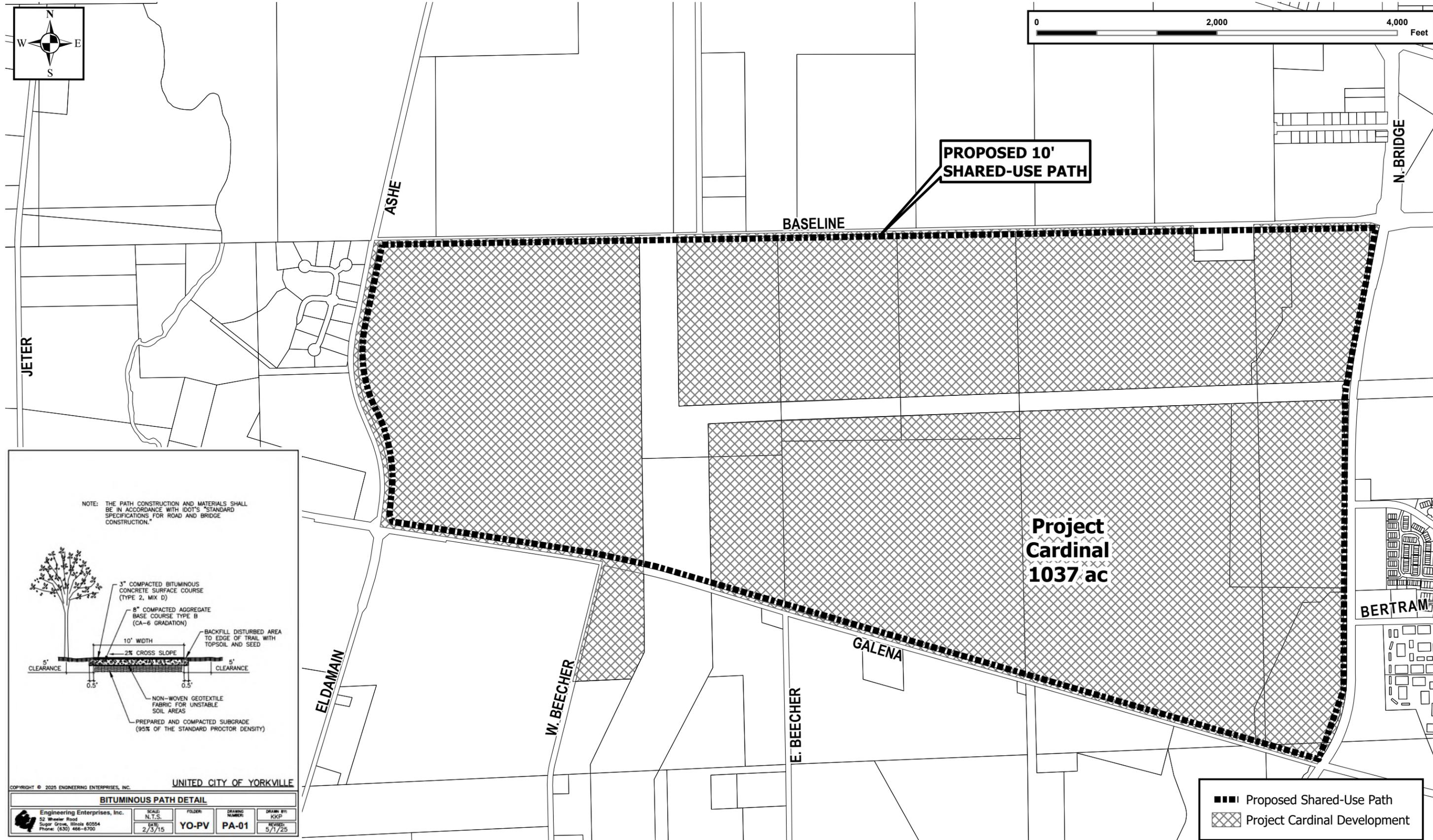
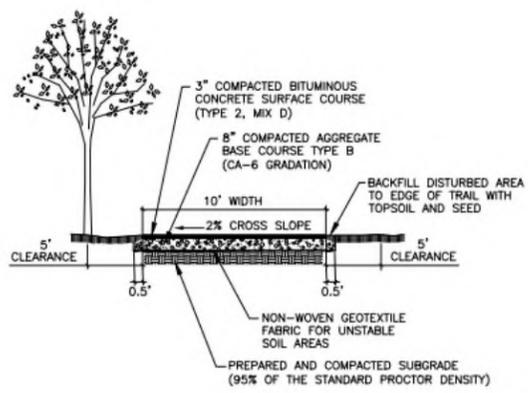


FIG 1. NO 1.
Updated Phasing Diagram
Project Cardinal



NOTE: THE PATH CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH IDOT'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION."



UNITED CITY OF YORKVILLE

Engineering Enterprises, Inc. CONSULTING ENGINEERS
 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	REVISION: 5/1/25		

- ▬▬▬ Proposed Shared-Use Path
- ▨▨▨ Project Cardinal Development

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

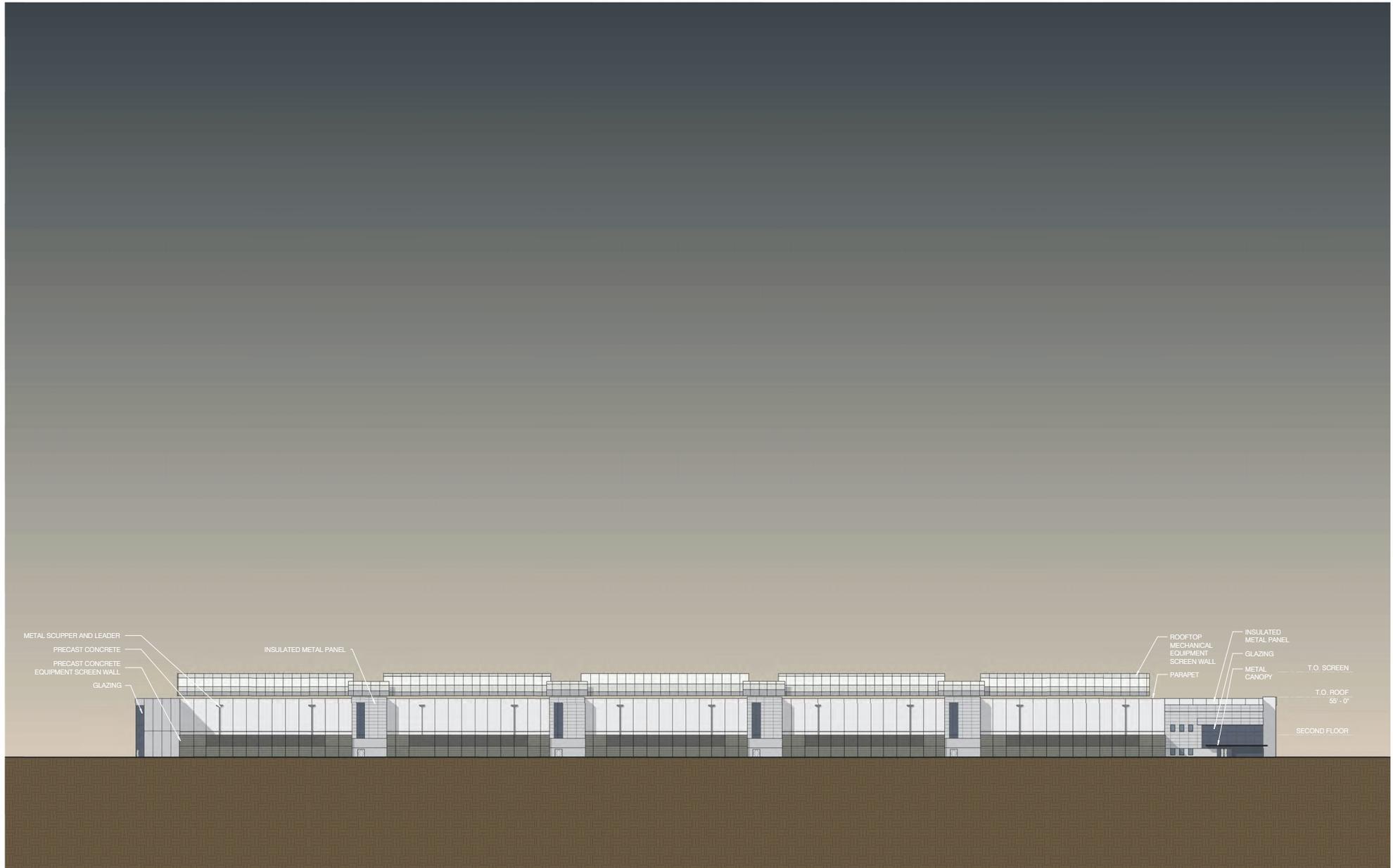
United City of Yorkville
 651 Prairie Pointe Drive
 Yorkville, IL 60560
 (630) 553-4350
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS

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**

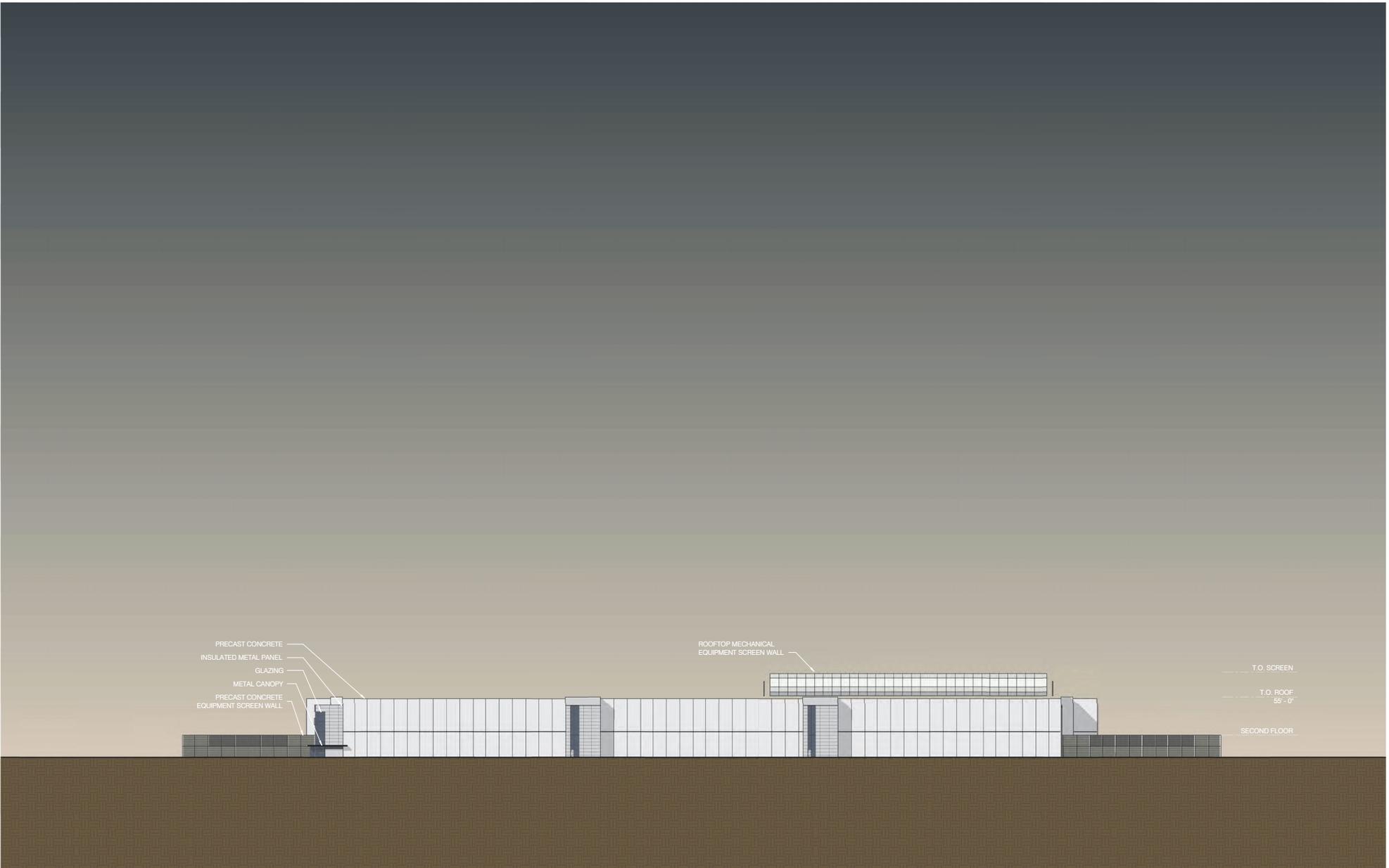


ELEVATION LEGEND

	PRECAST CONCRETE PANEL OR SIMILAR - LIGHT GREY		INSULATED METAL PANEL OR SIMILAR - MEDIUM GREY		GLAZING		PRECAST CONCRETE EQUIPMENT SCREEN WALL
---	--	---	--	---	---------	---	--

PROJECT CARDINAL

A-2



PRECAST CONCRETE
 INSULATED METAL PANEL
 GLAZING
 METAL CANOPY
 PRECAST CONCRETE
 EQUIPMENT SCREEN WALL

ROOFTOP MECHANICAL
EQUIPMENT SCREEN WALL

T.O. SCREEN
 T.O. ROOF
 55'-0"
 SECOND FLOOR

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

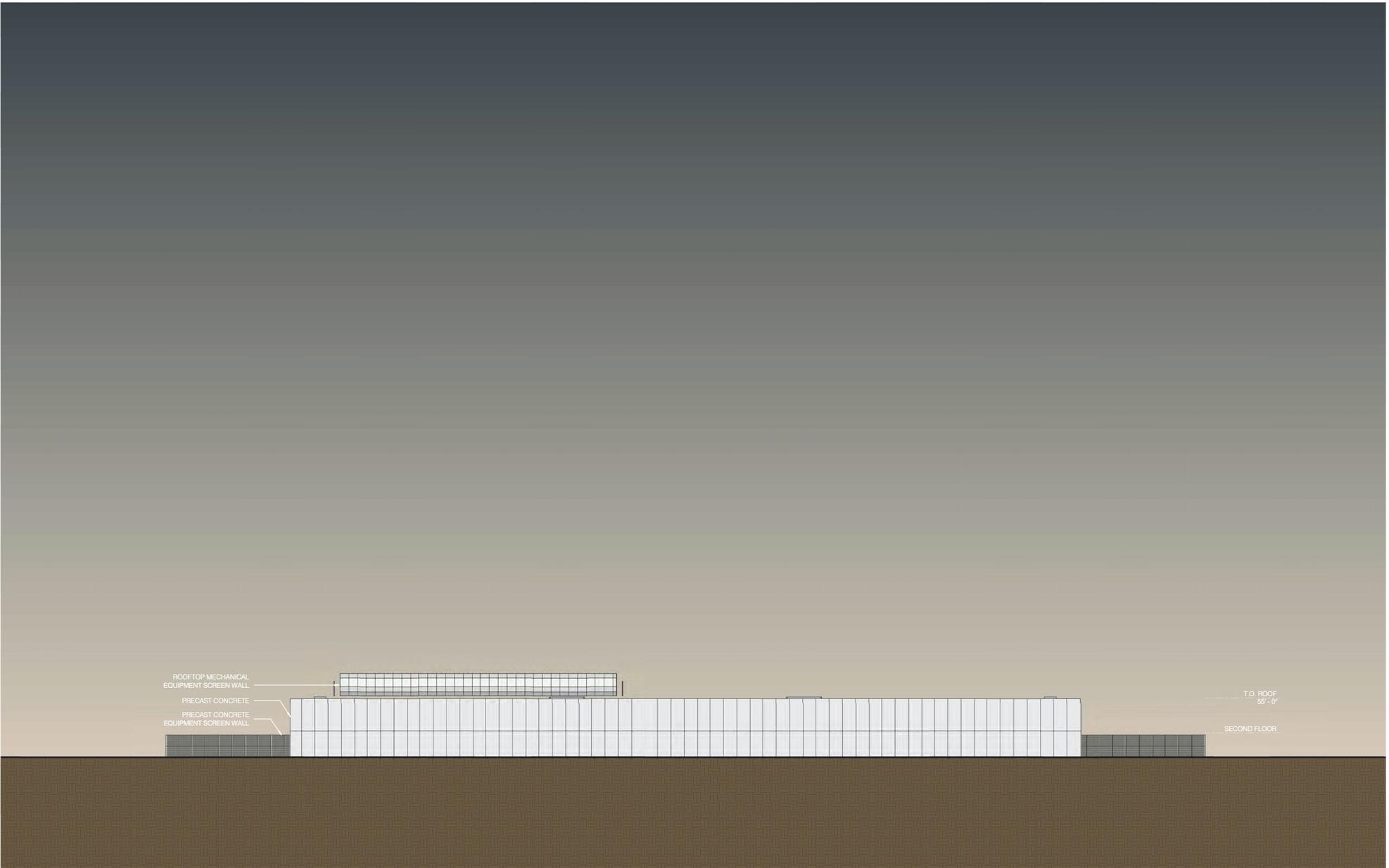


ELEVATION LEGEND

- PRECAST CONCRETE PANEL OR SIMILAR - LIGHT GREY
- INSULATED METAL PANEL OR SIMILAR - MEDIUM GREY
- GLAZING
- PRECAST CONCRETE EQUIPMENT SCREEN WALL

PROJECT CARDINAL

A-4



ROOFTOP MECHANICAL
EQUIPMENT SCREEN WALL
PRECAST CONCRETE
PRECAST CONCRETE
EQUIPMENT SCREEN WALL

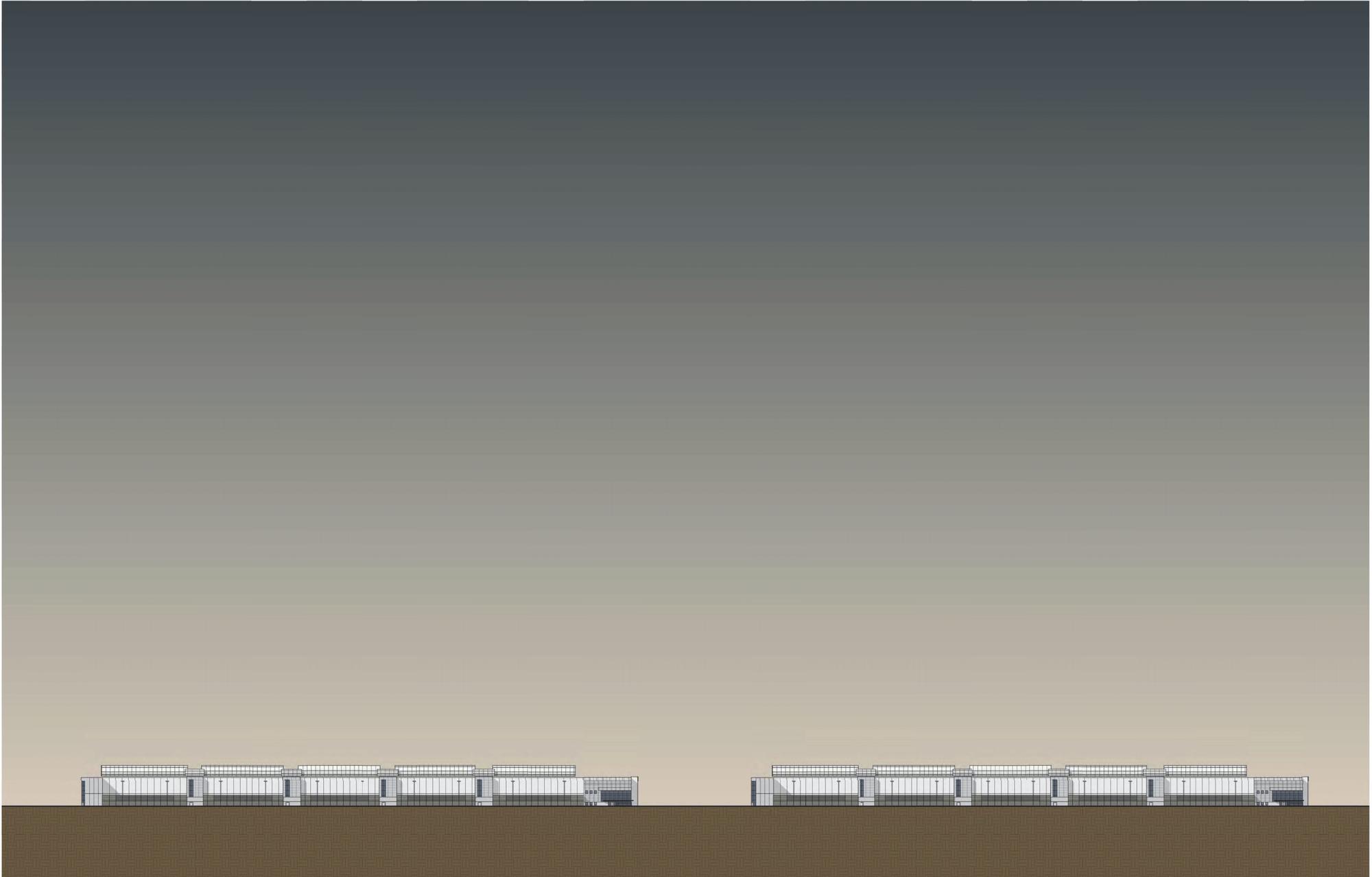
T.O. ROOF
56'-0"
SECOND FLOOR

ELEVATION LEGEND

	PRECAST CONCRETE PANEL OR SIMILAR - LIGHT GREY		INSULATED METAL PANEL OR SIMILAR - MEDIUM GREY		GLAZING		PRECAST CONCRETE EQUIPMENT SCREEN WALL
---	--	---	--	---	---------	---	--

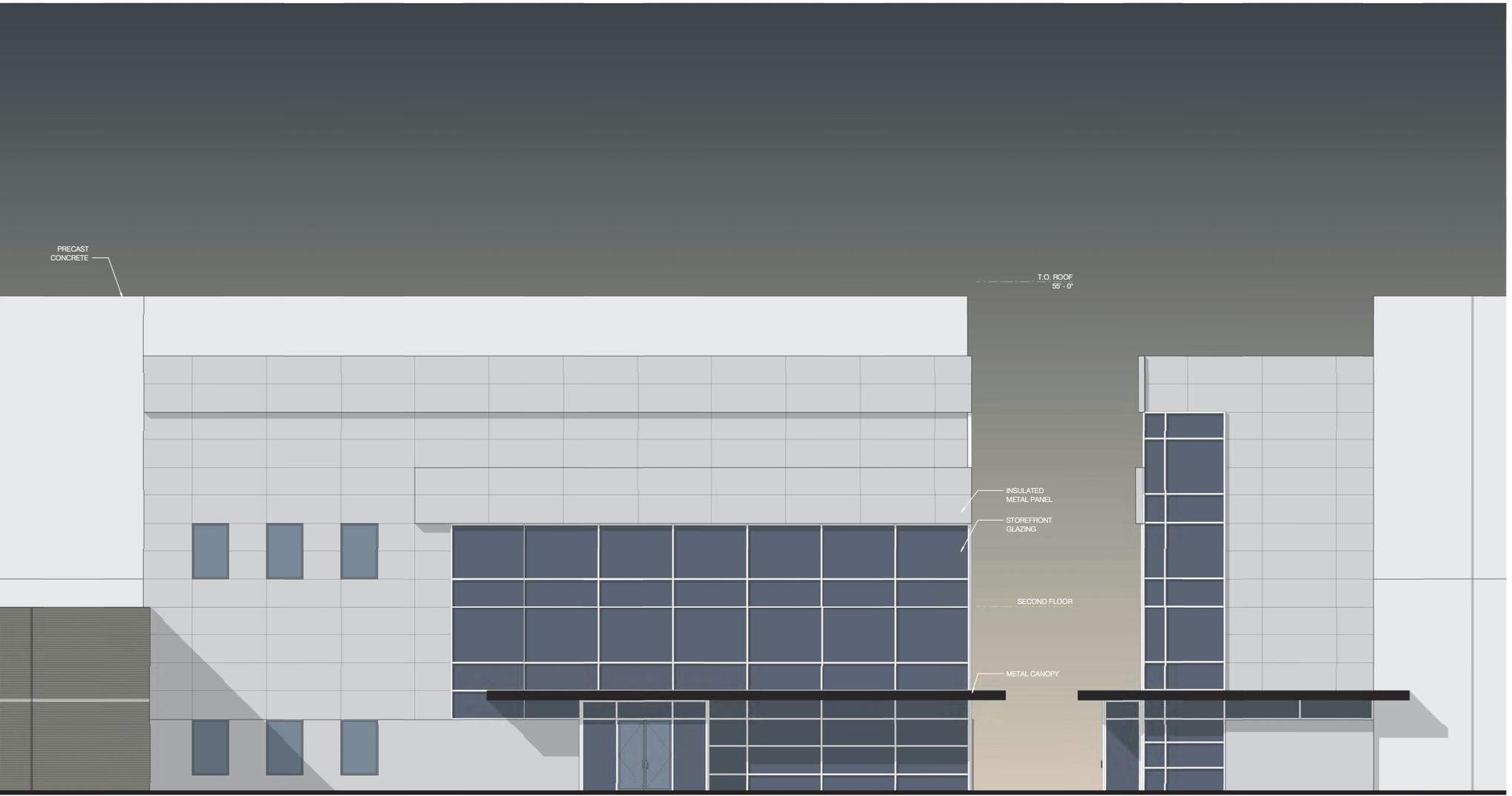
PROJECT CARDINAL

A-5



PROJECT CARDINAL

A-6



PRECAST CONCRETE

T.O. ROOF
55'-0"

INSULATED METAL PANEL

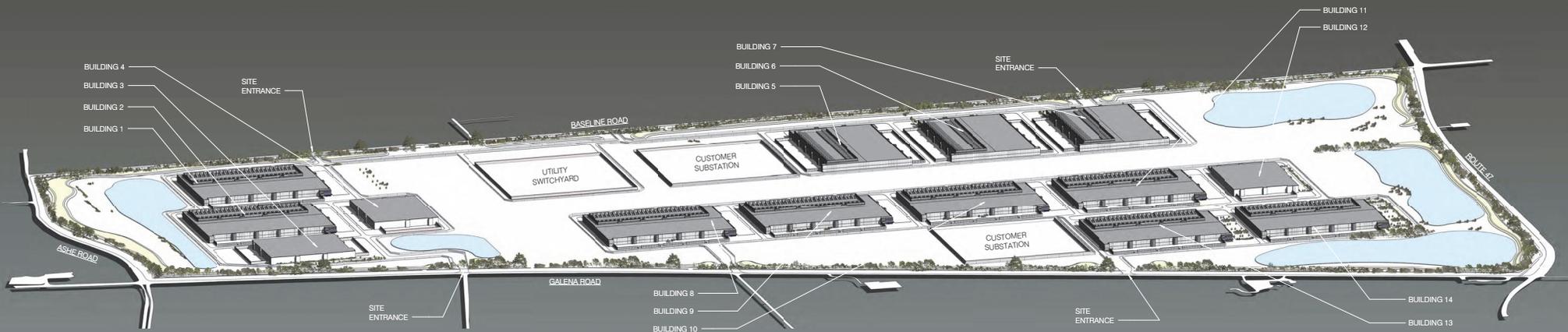
STOREFRONT GLAZING

SECOND FLOOR

METAL CANOPY

PROJECT CARDINAL

A-7



1 SOUTH SITE ELEVATION - FROM GALENA ROAD
SCALE: 1" = 300'-0"

PROJECT CARDINAL

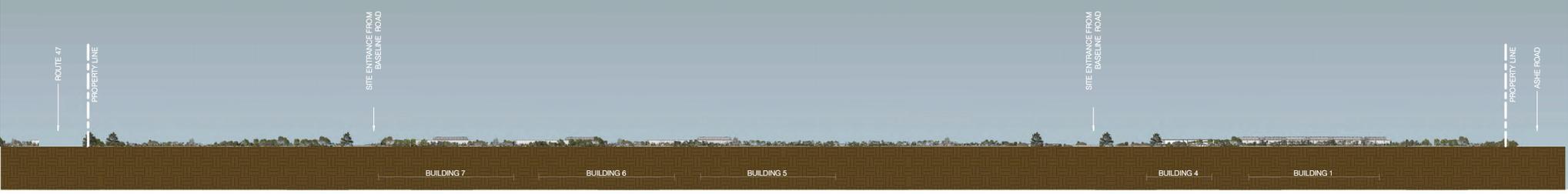
A-8



2 WEST SITE ELEVATION - FROM ASHE ROAD
SCALE: 1" = 300'-0"



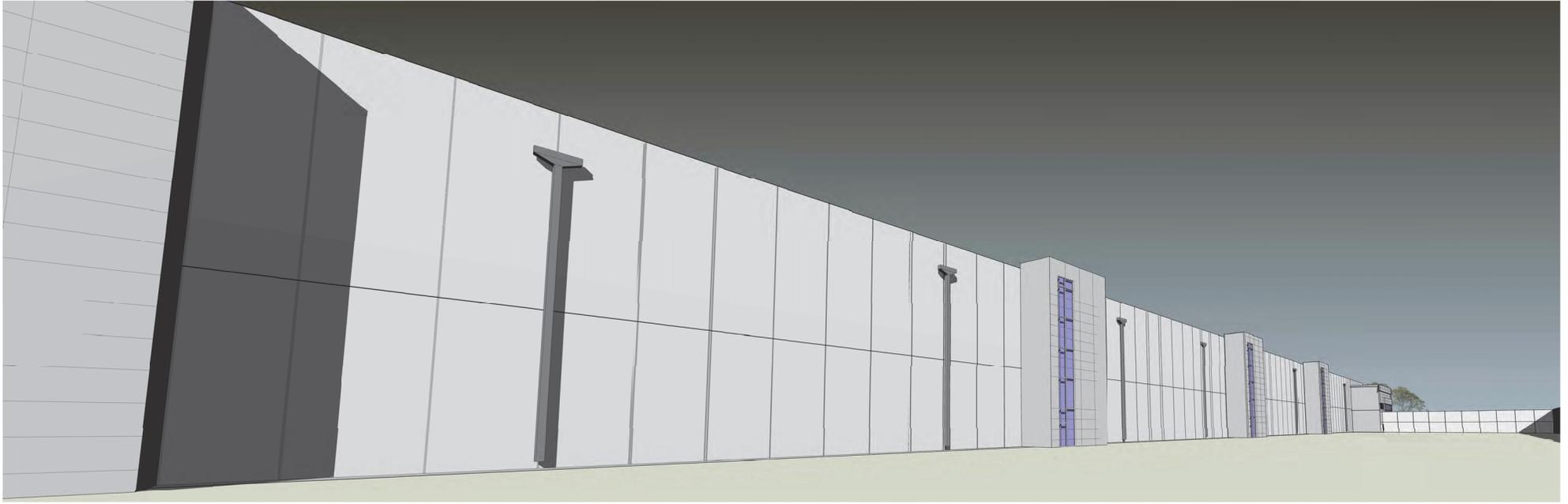
3 EAST SITE ELEVATION - FROM ROUTE 47
SCALE: 1" = 300'-0"



1 NORTH SITE ELEVATION - FROM BASELINE ROAD
SCALE: 1" = 300'-0"

PROJECT CARDINAL

A-9



1 PERSPECTIVE: FRONT OF HOUSE CORNER
SCALE: NTS



2 PERSPECTIVE: ROOFTOP EQUIPMENT FROM PARKING LOT
SCALE: NTS

PROJECT CARDINAL

A-10



July 9, 2025

Project Cardinal - Design Team
Pioneer Development

Re: Project Cardinal Preliminary Sound Study

Burns & McDonnell was retained by Pioneer Development (“Pioneer”) to conduct a preliminary sound study (the “Study”) for the proposed Project Cardinal Data Center Development (the “Project”). The objective of the Study was to estimate future noise impacts from operational equipment at the Project’s property boundaries.

The Project is proposed to be located in Yorkville, Illinois. The current site plan is presented in Figure 1 and includes fourteen (14) two-story data center buildings. The design includes eleven (11) large (~680,600 square foot) buildings and three (3) smaller (~390,000 square foot) buildings. The large buildings were modeled with 108 rooftop chillers and 80 auxiliary generators at ground level. The smaller buildings include 54 rooftop chillers and 40 auxiliary generators. The buildings, barriers, layout, and equipment counts were provided by Pioneer for the current design. However, this design is preliminary and would likely evolve throughout the detailed design stages of the Project. This analysis included predictive modeling to estimate Project-generated sound levels in the surrounding community for two operational scenarios. A comparison to the local sound level limits was performed at the Project boundaries. Sound level impacts at the nearest noise sensitive receptors would be expected to be lower as Project-generated sound would attenuate as it moves offsite.

Acoustic Terminology

The term “sound level” is often used to describe two different sound characteristics: sound power and sound pressure. Every source that produces sound has a sound power level (PWL). The PWL is the acoustical energy emitted by a sound source and is an absolute number that is not affected by the surrounding environment. The acoustical energy produced by a source propagates through media as pressure fluctuations. These pressure fluctuations, also called sound pressure levels (SPL), are what human ears hear and microphones measure.

Sound is physically characterized by amplitude and frequency. The amplitude of sound is measured in decibels (dB) as the logarithmic ratio of a sound pressure to a reference sound pressure (20 micropascals). The reference sound pressure corresponds to the typical threshold of human hearing. To the average listener, a 3-dB change in a continuous broadband sound is generally considered “just barely perceptible”; a 5-dB change is generally considered “clearly noticeable”; and a 10-dB change is generally considered a doubling (or halving, if the sound is decreasing) of the apparent loudness.

Sound waves can occur at many different wavelengths, also known as the frequency. Frequency is measured in hertz (Hz) and is the number of wave cycles per second that occur. The typical human ear can hear frequencies ranging from approximately 20 to 20,000 Hz. Normally, the human ear is most sensitive to sounds in the middle frequencies (1,000 to 8,000 Hz) and is less sensitive to sounds in the lower and higher frequencies. As such, the A-weighting scale was developed to simulate the frequency response of the human ear to sounds at typical environmental levels. The A-weighting scale emphasizes sounds in the middle frequencies and de-emphasizes sounds in the low and high frequencies. Any sound level to which the A-weighting scale has been applied is expressed in A-weighted decibels, or dBA.

Sound in the environment is constantly fluctuating, as when a car drives by, a dog barks, or a plane passes overhead. Therefore, sound metrics have been developed to quantify fluctuating environmental sound levels. These metrics include the exceedance sound level. The exceedance sound level is the sound level exceeded during “x” percent of the sampling period and is also referred to as a statistical sound level. Common exceedance sound level values are the 10-, 50-, 90-percentile exceedance sound levels, denoted by L_{10} , L_{50} , and L_{90} . The equivalent-continuous sound level (L_{eq}) is the logarithmic average (i.e., energy

average) of the varying sound over a given time period and is the most common metric used to describe sound. The L_{90} is typically considered the “background” sound level since it excludes many short, intermittent sounds and captures the sound levels experienced most of the time (i.e., sound levels 90 percent of the time).

City of Yorkville Noise Ordinance

The Code of Ordinances of Yorkville, Illinois Title IV, Chapter 4 limits noise levels from the Project. The ordinance states, “No person shall operate or cause to be operated any source of sound in such a manner as to create a sound level which exceeds the sound level limits in table 1 of this section, as adjusted according to table 2 of this section.” Table 1 is reproduced below.

Table 1: Sound Level Limits

Time of Day	Receiving Property Land Use		
	Residential	Commercial	Public Parks and Other Public Open Spaces
Daytime (7:00 a.m. - 10:00 p.m.)	60 dBA	67 dBA	67 dBA
Nighttime (10:00 p.m. - 7:00 a.m.)	50 dBA	67 dBA	67 dBA

Table 2 of the ordinance provides adjustments for varying durations of noise within a given hour as well as penalties to apply for noise of an impulsive character or tonal. The specific equipment manufacturers and models for the Project have not been selected at this time. The type of equipment that generates noise as part of the Project (chillers and emergency generators) does not operate in an impulsive manner and the equipment can be specified and procured to not emit prominent discrete tones or tonal noise. Provided the developer of the Project selects non-tonal equipment for operations, the continuous noise generated by the Project would be limited to 60 dBA during the day and 50 dBA during the night at residential receptors. The City of Yorkville ordinance includes an exemption for “emergency short term operations.” The City of Yorkville has confirmed that the operation of the emergency generators during a full blackout would be exempt from the noise limits according to the exemption.

Design goals have been developed for the Project boundary based on the City of Yorkville ordinance. For normal operation, which could generate noise at any time of the day, the design goal is 50 dBA at the receiving residential property boundaries to meet the nighttime sound level limits. For generator testing, which occurs during daytime hours, the design goal is 60 dBA to meet daytime limits when maintenance generator testing would occur.

Ambient Measurements

Variations in noise environments are typically due to existing land uses, population density, and proximity to transportation corridors. Elevated existing ambient sound levels in the region occur near major transportation corridors such as interstate highways and in areas with higher population densities. Principal contributors to the existing noise environment likely include motor vehicle traffic on local roadways, typical agricultural noise sources, and natural sounds such as birds, insects, and leaf or vegetation rustle during elevated wind conditions. Diurnal effects result in sound levels that are typically quieter during the night than during the daytime, except during periods when evening and nighttime insect noise dominates in warmer seasons.

Burns & McDonnell personnel conducted sound level measurements to establish the existing background sound levels in the area surrounding the Project site. Sound levels were measured using Larson Davis Model 821 sound level meters with associated preamplifiers and ½-inch free-field precision microphones meeting American National Standards Institute (ANSI) S1.4 Type 1 specifications. One-half inch random-incidence microphones were used on the meters. All measurement and field



calibration equipment were certified by a traceable laboratory within 12 months prior to the measurement. Field calibration confirmations were performed before and after the long-term measurements and before and after each set of short-term measurements. The meter and calibrator were checked within a year prior of the measurements to verify compliance with the U.S. National Institute of Standards and Technology specifications. The calibration drift was within tolerance over the duration of the measurement survey.

The sound survey protocol was developed based on procedures outlined in the ANSI 12.9 Quantities and Procedures for Description and Measurement of Environmental Sound standard. Continuous sound level measurements were collected near the boundaries of the proposed Project in the four cardinal directions. The meters were placed in the directions of the nearest residential receivers, set back from the roadways the appropriate distance per the standard. The survey was undertaken continuously from June 17 to 18, 2025, during daytime and nighttime hours. Weather data was reviewed from a nearby weather station (Weather Station ID: KILYORKV81). Average wind speeds were within ANSI guidance and the only recorded precipitation recorded during the measurement period was at the very end of the measurement at 1:00 p.m. on June 18th. The measurement locations are provided in Figure 2 of Attachment 1. A summary of the ambient measurements is provided in Table 2 below and hourly average sound levels are provided in Attachment 2.

Table 2: Continuous Sound Level Monitoring Summary

Measurement Location	Time of Day	L _{eq} (dBA)	L ₉₀ (dBA)
MP1	Daytime	69	52
	Nighttime	67	40
MP2	Daytime	61	44
	Nighttime	59	39
MP3	Daytime	69	48
	Nighttime	67	40
MP4	Daytime	59	37
	Nighttime	57	37

Sound levels in the Project area were variable; the major noise sources across the Project area included local traffic (passenger cars and large trucks) and typical sounds of nature (insects and bird calls). Transient noise levels were greater along local traffic thoroughfares (Highway 47 and Galena Road). Sound levels are provided in both L_{eq} and L₉₀ to represent the background ambient sound levels for the Project. The L₉₀ sound levels exclude the majority of the instantaneous and intermittent noise from occasional traffic. L₉₀ is generally used to represent the typical background noise for a given area.

Sound Modeling Methodology

Sound modeling was performed using the industry-accepted sound modeling software Computer Aided Noise Abatement (CadnaA), version 2025. The software is a scaled, three-dimensional program that takes into account air absorption, terrain, ground absorption, reflections and shielding for each piece of sound-emitting equipment and predicts sound pressure levels. The model calculates sound propagation based on International Organization of Standardization (ISO) 9613-2:2024, General Method of Calculation. ISO 9613-2 assesses the sound level propagation based on the octave band center-frequency range.

The ISO standard considers sound propagation and directivity. The software calculates sound propagation using omnidirectional, downwind sound propagation and worst-case directivity factors. In other words, the model assumes that each piece of equipment propagates its worst-case sound levels in all directions at all times. Empirical studies accepted within the



industry have demonstrated that modeling may over-predict sound levels in certain directions, and as a result, modeling results generally are considered a conservative measure of a project’s actual sound level. The modeled atmospheric conditions were assumed to be calm, and the temperature and relative humidity were left at the program’s default values. Reflections and shielding were considered for sound waves encountering physical structures.

Project Sound Sources

The sound level design goal is applicable at the Project property line and the most impacted locations were identified surrounding the Project. Project sound sources were modeled in the locations shown in Figure 1 of Attachment 1. A summary of the modeling assumptions for each piece of equipment is provided in Table 3.

Table 3: Predictive Modeling Sound Level Inputs

Source	Number of Sources	Modeled Equipment Sound Level Assumption ^a
Chillers (Low-Noise)	1,350	$L_w = 91$ dBA
Emergency Generators	1,000	$L_p = 65$ dBA at 50 feet
Substation Transformer (Low Noise)	17	$L_w = 89$ dBA

(a) L_w = sound power level; L_p = sound pressure level; dBA = A-weighted decibels, NEMA = National Electrical Manufacturers Association

Chillers

Each chiller was estimated to have an overall sound power level of 91 dBA. This would likely be a low-noise option, or a model which may include mitigation in detailed design. The manufacture and model type for the chillers have not been selected at this time. To determine if a chiller for this data center could meet an overall sound power level of 91 dBA, Burns & McDonnell started with a common air-cooled chiller used in these applications, the York YVFA with 390-ton cooling capacity. The York unit is provided with an operating sound power level between 97 dBA (75% load) and 100 dBA (100% load). The units would likely operate at significantly quieter sound levels during nighttime hours, but due to the preliminary nature of this design, the load level during nighttime hours is unknown. The unit’s octave band sound levels, show that the unit operates as a broadband source and does not operate in a tonal nature. To get down to a 91 dBA sound power level, additional mitigation would be required for these units. Chiller add-on mitigation would need to provide 6-9 dBA reductions to meet the design goal and can typically be supplied for these units through a supplier like BRD Hush Core. Some of their common add on mitigation options are listed below.

1. Standard (2-5 dBA reduction)
 - a. Treatment of the compressor circuits for chillers . HUSH COVERS are used for the compressor housing, suction and discharge piping and oil separator vessels.
2. Unitary (4-6 dBA reduction)
 - a. The Unitary System is a top mounted, unit supported plenum style acoustically insulated stack constructed using HUSH GUARD™ sound panels.
3. Louver (5-7 dBA reduction)
 - a. The Louver System uses high performance type HUSH DUCT silencers up to 36” deep for direct bolting to the chiller cabinet/frame.
4. Summit (9-15 dBA reduction)
 - a. The Summit System for air-cooled chillers is a high-performance source-applied treatment of the chiller’s intakes and discharge fans using Hush Guard panels and Hush Duct Silencers.



During detailed design, nighttime cooling loads would be considered, and this level of noise mitigation may not be required. The standard offering of sound level reductions are shown above to confirm that mitigated chillers could reasonably get down to the levels specified in Table 3. Other chiller mitigation options include using a different chiller, sound walls, and relocation of the chiller equipment. Having the chillers on top of the building puts the chillers further away from the property boundaries and reduces the potential for offsite noise impacts.

Emergency Generators

Each emergency generator was estimated to have an overall sound power level of 105 dBA (sound pressure level of 65 dBA at 50 feet). The generators were modeled inclusive of both the generator enclosure and exhaust stack.

Substation Transformers

The Project is expected to include seventeen (17) 167-megavolt-ampere (MVA) substation transformers. According to National Electrical Manufacturers Association (NEMA) TR-1, the 167-MVA transformers would have a standard sound pressure level of 75 dBA, measured in accordance with the Institute of Electrical and Electronics Engineers (IEEE) Standard C57.12.90. The IEEE Standard requires sound level measurements to be averaged around the unit, measured at distances of 1 foot from the tank of the transformer and 6 feet from fan cooled surfaces. Based on typical transformer sizes the sound power level is expected to be around 95 dBA. In order to meet the City sound level limits at the property lines low-noise transformers would need to be specified to not exceed 89 dBA sound power level. The 89 dBA sound power level transformers were included in the predictive model.

Operational Scenario Assumptions

The model was evaluated for two operational scenarios: Normal Operation and Generator Testing. Normal Operation represents the condition where all campus chillers are at 100% load without the use of generators. Generator Testing represents the condition where all campus chillers are at 100% load and two generators per data center building are being tested at 100% load. Emergency operations would represent a condition during an emergency situation where all equipment is operation and running at 100% load. The emergency operation scenario was not modeled because it is not considered “normal conditions” and the City of Yorkville confirmed the emergency scenario is exempt from the limits. A summary of each modeled scenario is provided in Table 4.

Table 4: Summary of Operating Scenarios

Operating Scenario	Normal Operation	Generator Testing	Emergency Operation
Design Goal	50 dBA at property lines	60 dBA at property lines	--
Equipment in Operation for Each Scenario			
Chiller	All On at 100% Load	All On at 100% Load	All On at 100% Load
Generators	All Off	2 per Building at 100% Load	All On at 100% Load
Transformers	All On	All On	All Off

Sound Modeling Results

The Project equipment was modeled using the provided sound level assumptions for Normal Operation and Generator Testing scenarios. A tabulated summary of the most impacted property line location is provided in Table 5.



Table 5: Modeled Project Sound Levels at Property Lines

Receiver	Modeled Sound Level (dBA)	
	Normal Operation	Generator Testing
Boundary NW	48	49
Boundary N	50	50
Boundary NE	50	50
Boundary E	49	49
Boundary SE	50	50
Boundary SW	49	49
Boundary NW	48	49

The most impacted property line receivers were modeled to be below the design goals during Normal Operation and Generator Testing. Sound level contours were generated for the two operating scenarios, in 5-dBA increments, at a height 5 feet above grade as shown in Figure 3 and Figure 4 of Attachment 1.

Conclusion

Burns & McDonnell provided an acoustic analysis for the proposed Project Cardinal data center based on representative equipment sound levels and the site plan provided. The modeling results show that the Project design can feasibly meet the City of Yorkville sound level limits using low-noise chillers. Placing the chillers on top of the buildings puts the units farther from the Project property boundaries, which is used to help reduce noise offsite. Specifying non-tonal chillers when purchased will allow the Project to not emit prominent discrete tones offsite and would not require a 10-dBA penalty be applied to the limits.

Sincerely,

Burns & McDonnell



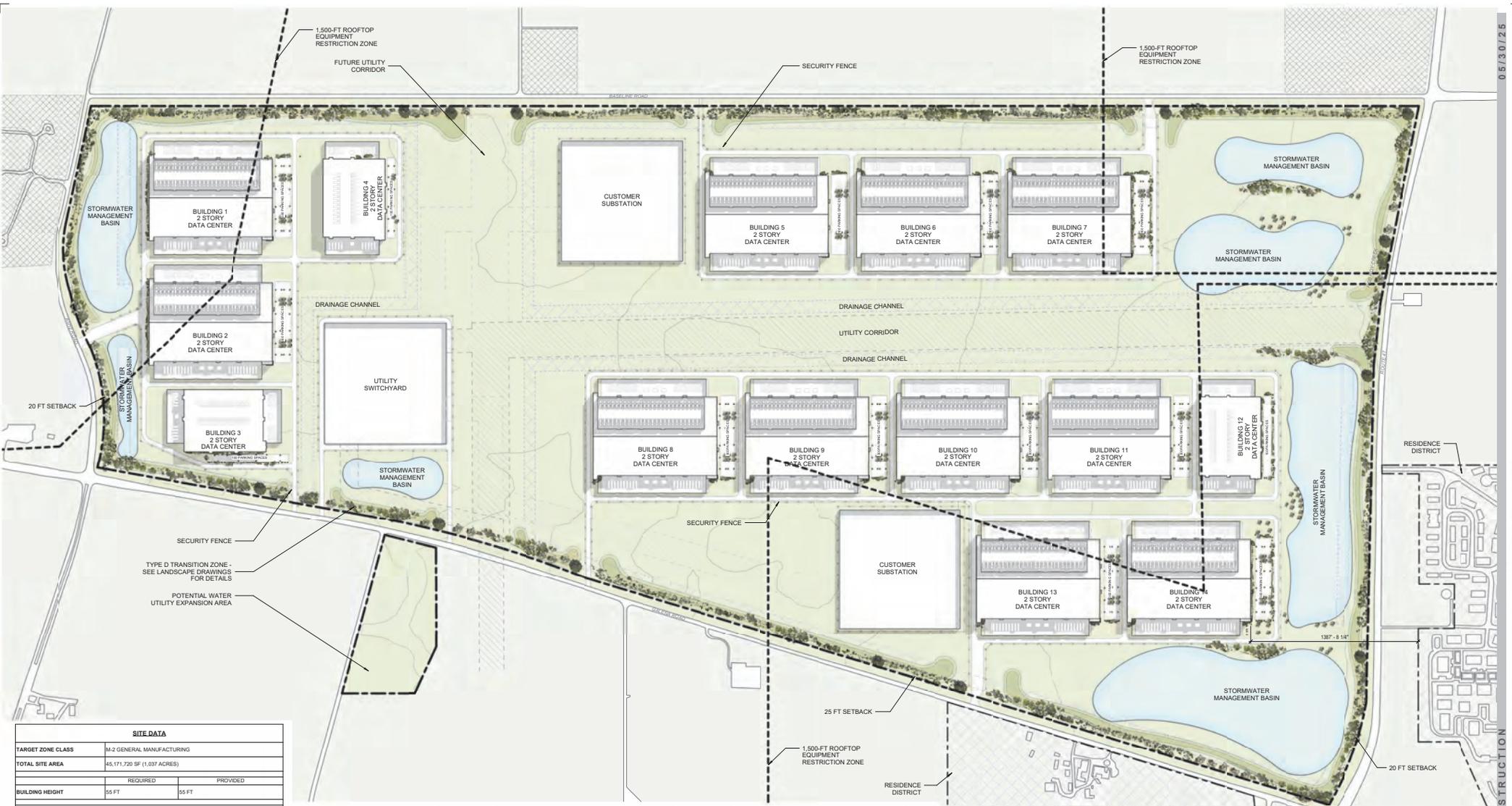
Gabriel Weger
Section Manager – Acoustics

Attachments

- Attachment 1 – Figures
- Attachment 2 – Measurement Data

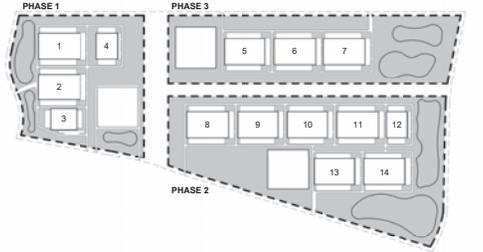


Attachment 1 – Figures



SITE DATA		
TARGET ZONE CLASS	M-2 GENERAL MANUFACTURING	
TOTAL SITE AREA	45,171,720 SF (1.037 ACRES)	
BUILDING HEIGHT	REQUIRED	PROVIDED
	55 FT	55 FT
SETBACKS		
FRONT	25 FT	25 FT
SIDE	MIN. 10% OF LOT DEPTH, MAX. 20 FT	20 FT
REAR	0 FT	0 FT
*SETBACKS APPLY ONLY TO THE PERIMETER OF THE PROPERTY. IN THE EVENT THAT THE PROPERTY IS RESUBDIVIDED, THERE SHALL BE NO SETBACKS APPLICABLE TO INTERNAL LOT LINES.		
PARKING		
DATA CENTER PARKING RATIO	0.3 SPACES PER 1,000 SF	
	REQUIRED	PROVIDED
PARKING SPACES	5,194	3,790
ACCESSIBLE PARKING SPACES	114	92
COVERAGE		
MINIMUM LOT SIZE	N/A	N/A
MAXIMUM LOT COVERAGE	87% (38,395,962 SF)	41% (18,562,808 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	680,000 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

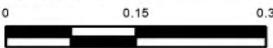
Path: G:\Projects\A-Noise Dept\Project Files\PioneerDev\182671_Cardinal-Reasone\GIS\Figures\Figures.aprx • Coordinate System: • Units:

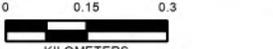


LEGEND

- Project Area
- Measurement Points
- Project Structures
- Barriers

REFERENCE

0 0.15 0.3

 MILES

0 0.15 0.3

 KILOMETERS

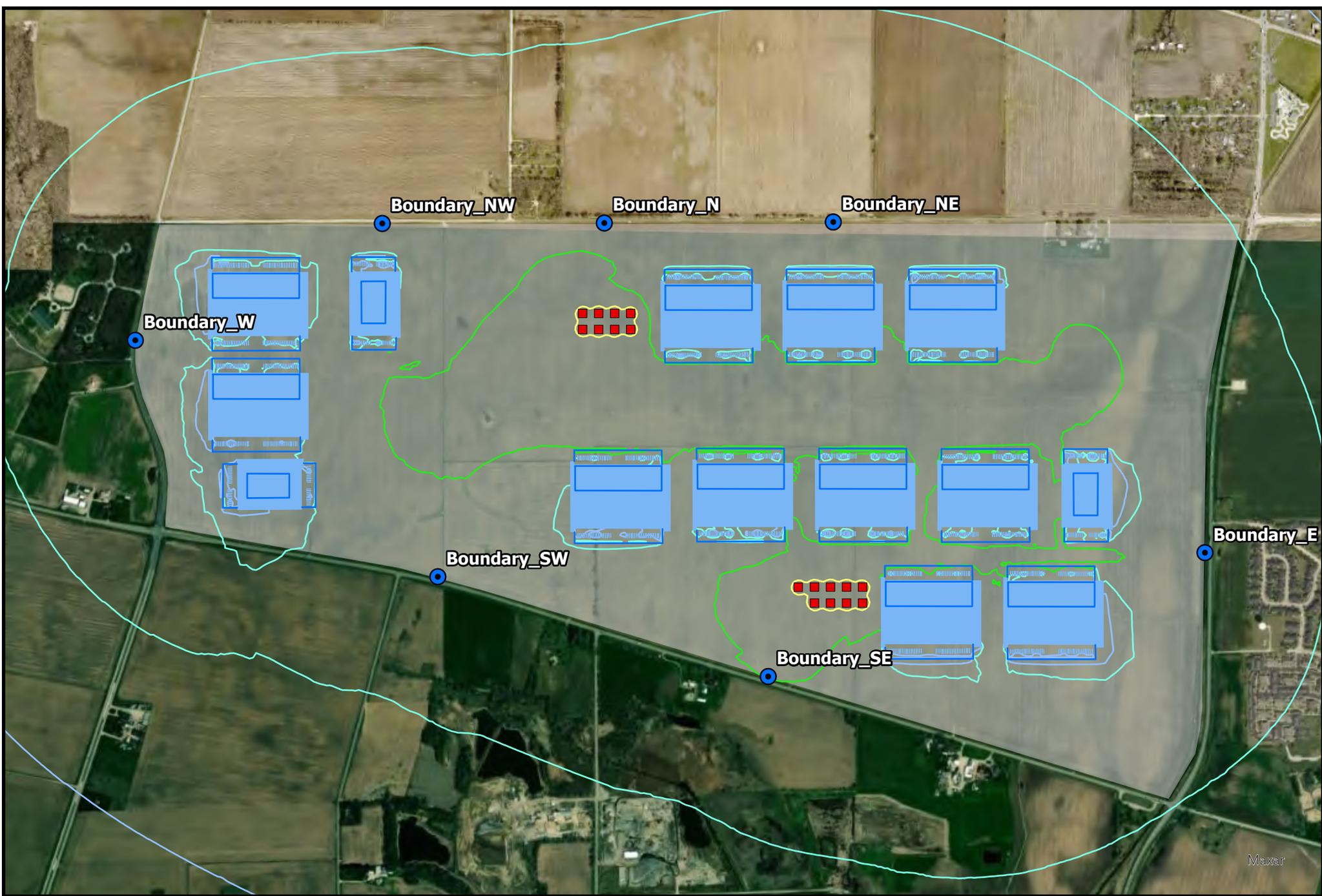
N




**Figure 2
Monitoring Locations**

LOCATION: Yorkville, Illinois	
PROJECT: Pioneer Development - Project Cardinal	
PROJ. NO.: 182671	
CREATED: 06/27/2025	

Path: G:\Projects\A\K-Nose Dept\Project Files\PioneerDev\182671_Cardinal-Rezone\GIS\Figures\Figures.aprx • Coordinates System: • Units:



LEGEND	
Project Area	40 dBA
Project Structures	45 dBA
Barriers	50 dBA
	55 dBA
Receptors	60 dBA
Transformers	65 dBA

REFERENCE	
0 0.15 0.3 MILES	
0 0.15 0.3 KILOMETERS	

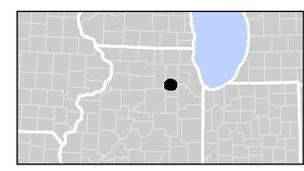
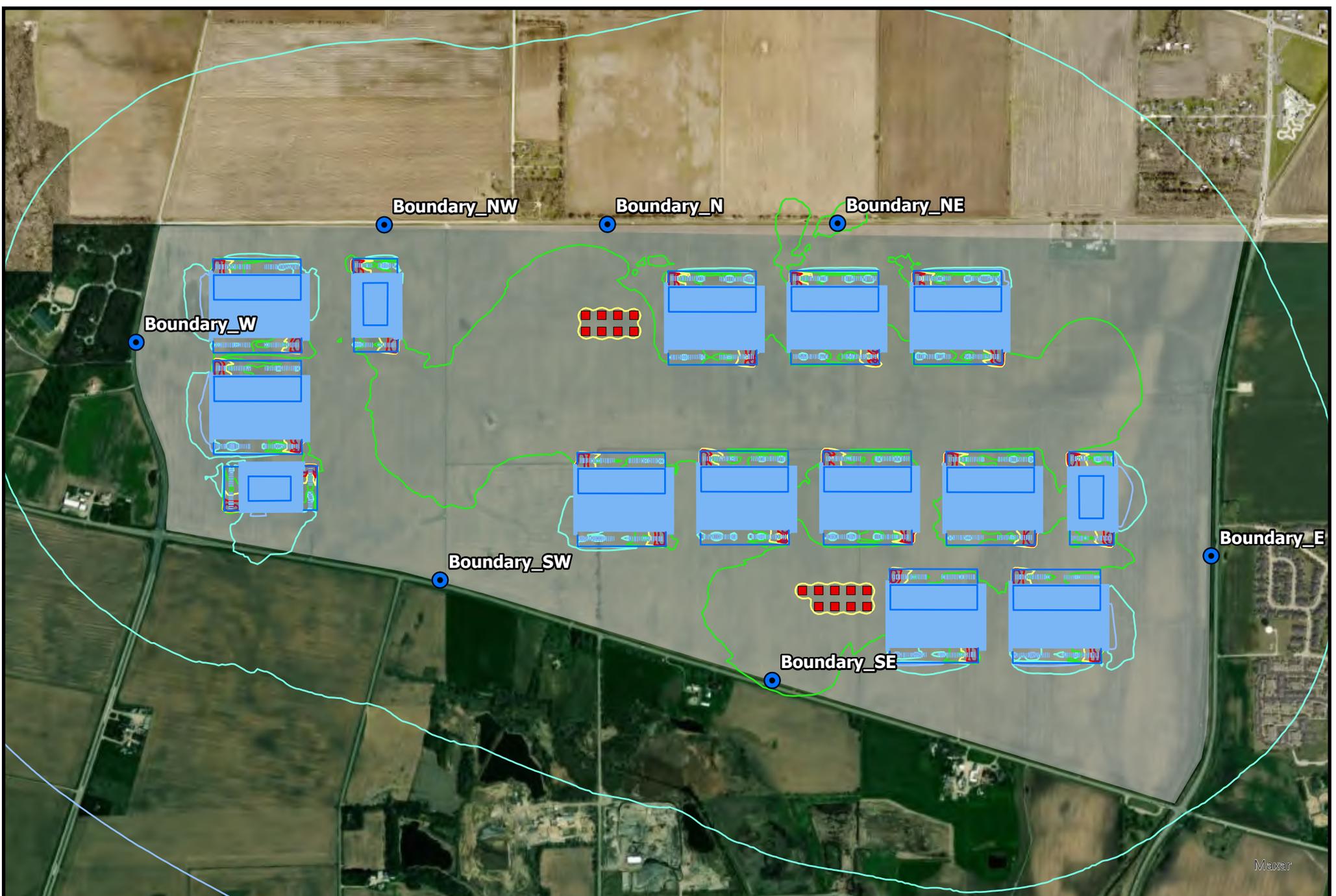


Figure 3 Operational Sound Level Contours (dBA)	
LOCATION:	Yorkville, Illinois
PROJECT:	Pioneer Development - Project Cardinal
PROJ. NO.:	182671
CREATED:	07/09/2025





LEGEND	
	Project Area
	Project Structures
	Barriers
	Receptors
	Transformers
	40 dBA
	45 dBA
	50 dBA
	55 dBA
	60 dBA
	65 dBA

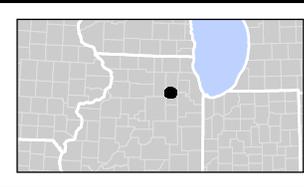
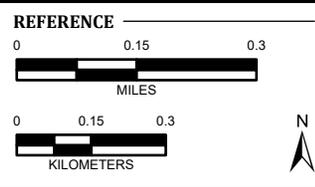
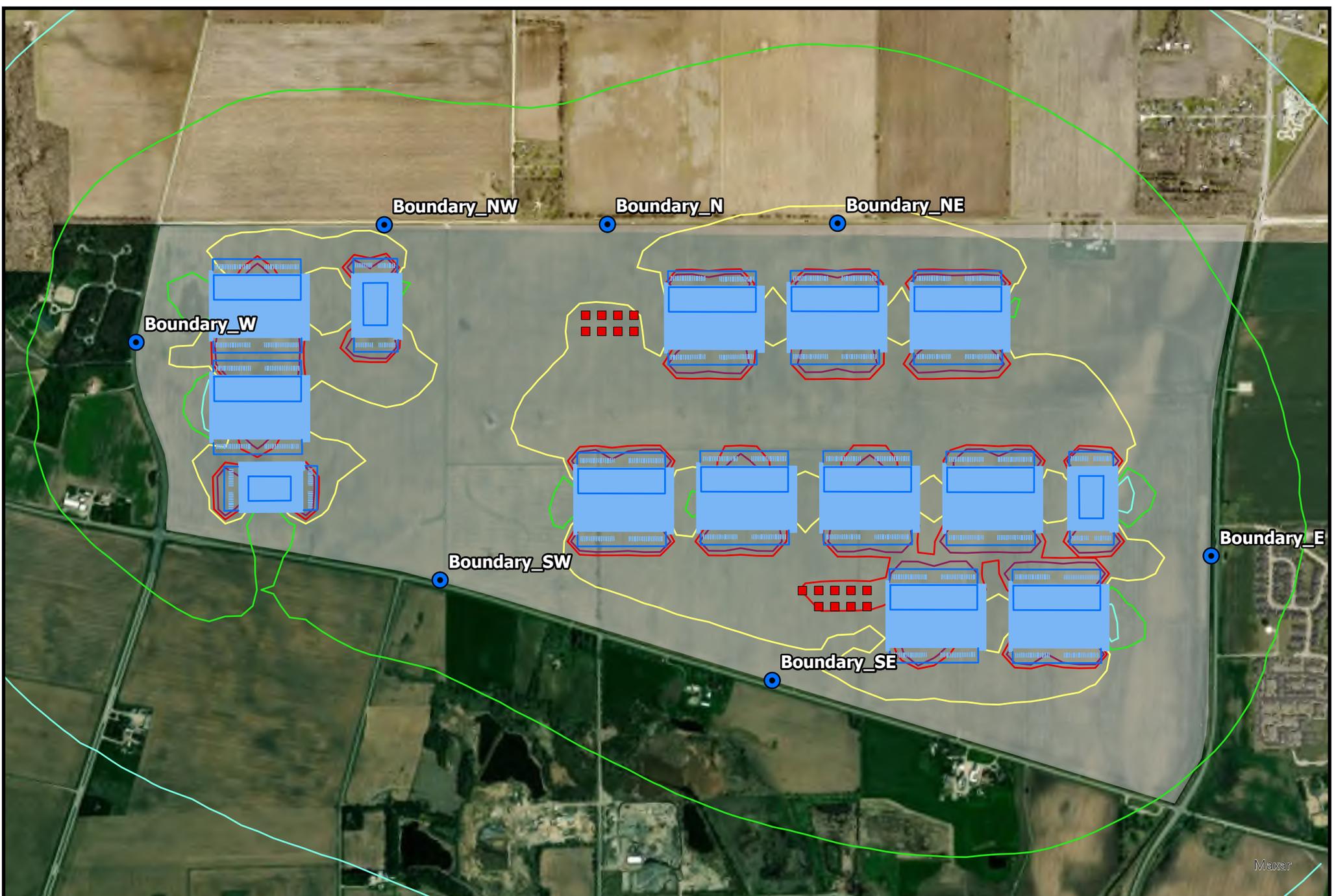


Figure 4
Maintenance Sound Level Contours (dBA)

LOCATION: Yorkville, Illinois	
PROJECT: Pioneer Development - Project Cardinal	
PROJ. NO.: 182671	
CREATED: 07/09/2025	

Path: G:\Projects\A\K-Nose Dept\Project Files\PioneerDev\182671_Cardinal\Recon\GIS\Figures\Figure4.aprx • Units: • Coordinates System: •



LEGEND					
Project Area	40 dBA	60 dBA	Receptors		
Project Structures	45 dBA	65 dBA	Transformers		
Barriers	50 dBA				
	55 dBA				

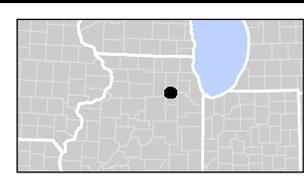
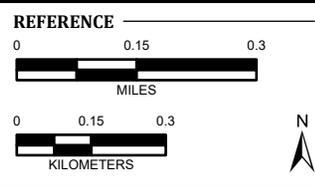


Figure 5
Emergency Sound Level Contours (dBA)

LOCATION: Yorkville, Illinois	
PROJECT: Pioneer Development - Project Cardinal	
PROJ. NO.: 182671	
CREATED: 09/03/2025	

Path: G:\Projects\A\K-Nose Dept\Project Files\PioneerDev\182671_Cardinal\Recon\GIS\Figures\Figures.aprx • Coordinates System: • Units:

Maxar

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 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 [a 12 foot tall berm where facing residential properties, and](#) an 8-foot-tall berm [along all other boundaries not facing residential properties](#), 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: _____
Mayor

By: _____

Date: _____, 2025

Pioneer Development, LLC

By: _____

Date: _____, 2025

EXHIBIT LIST

Exhibit A-	Site Plan
Exhibit B-	Phasing Plan
Exhibit C-	Proposed Path Locations Map
Exhibit D-	Landscape Plan
Exhibit E-	Building Elevations
Exhibit G-	Initial Noise Study

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, 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 Pioneer Development, LLC (“*Pioneer*”) proposes to develop a secured data center campus (the “Project”); and

WHEREAS, Pioneer and any electors, if applicable, 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 Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1); 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, in connection with this petition for annexation, Pioneer has 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, the City’s Unified Development Ordinance addresses requirements that must be met for development; and

WHEREAS, the City has engaged in the following activities relating to the application of Pioneer and consistent with City codes:

DATE	ITEM	PURPOSE	DOCUMENT LINK
March 14, 2025	Initial Application submittal	Request for Annexation, Rezoning, and PUD approval includes: <ol style="list-style-type: none"> 1. Project Introduction 2. Applications for annexation, rezoning, PUD and Special Use – and responses to standards 3. Conceptual Plan 4. Building elevations 5. Landscape plan 6. Traffic Impact Analysis 7. Stormwater Calculations 8. Security fencing 9. Annexation Map 10. Legal Description 11. Consent of Owners 12. Contiguous Owners 	Project Cardinal Application packet (https://www.yorkville.il.us/DocumentCenter/View/11328/PROJECT-CARDINAL-APPLICATION-PACKAGE---20250314?bidId=)
March 21, 2025	Project Page created and published on City’s website	Public facing webpage providing anticipated meeting schedule, description of project and requested entitlements, as well as links to all documents. Website updated consistently with new application	Project Cardinal Project Page (https://www.yorkville.il.us/906/Project-Cardinal-Data-Center-Campus-Anne)

DATE	ITEM	PURPOSE	DOCUMENT LINK
		materials.	
March 24, 2025	Revised Application submittal	Updated application materials	<ul style="list-style-type: none"> ○ Annexation Application (https://www.yorkville.il.us/DocumentCenter/View/11330/21---Annexation-Application---Update?bidId=) ○ Rezoning Application (https://www.yorkville.il.us/DocumentCenter/View/11331/31---Rezoning-Application---Update?bidId=) ○ PUD Application (https://www.yorkville.il.us/DocumentCenter/View/11332/41---PUD-Application---Update?bidId=) ○ Preliminary PUD Application (https://www.yorkville.il.us/DocumentCenter/View/11334/191---Prelim-PUD-Plan?bidId=)
March 27, 2025	Correspondence	City response to email from the public – Elizabeth Fotopoulous.	<ul style="list-style-type: none"> ○ 03-27-25 Email to Elizabeth Fotopoulous
April 10, 2025	Plan Council Meeting	Staff Level technical review of project with the applicant/ Pioneer (not open to public)	<ul style="list-style-type: none"> ○ Meeting Packet Agenda attached as “4-10-25 Plan Council Agenda & Packet_revised 4-7-25” ○ Meeting Minutes attached as “Plan Council April 10, 2025”
May 6, 2025	Economic Development Committee Meeting	Informal feedback from subcommittee of elected officials (<u>no quorum at meeting but presentation to public given – no committee action taken and rescheduled to June 3, 2025</u>)	<p>Staff Memo attached as “EDC_5-6-25_Project Cardinal_Annex, Rezone, PUD & Preliminary Plan”</p> <ul style="list-style-type: none"> ○ EDC 5-6-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6225) ○ EDC 5-6-25 Meeting Minutes (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6304) ○ EDC 5-6-25 Meeting Audio (https://www.yorkville.il.us/DocumentCenter/View/11441/Economic-Development-Audio---May-6-2025-MP3) ○ Petitioner Presentation (https://www.yorkville.il.us/DocumentCenter/View/11426/250505-Project-Cardinal_Arch-Progress-Set_compressed?bidId=)
May 14, 2025	Correspondence	City response to email from public - Scott Stafford.	<ul style="list-style-type: none"> ○ Attached as “DATA CENTER OPPOSITION EMAIL 5-14-25”

DATE	ITEM	PURPOSE	DOCUMENT LINK
May 30, 2025	Revised Application submittal	Application revised to include nearby property owners in Kane County, response to Plan Council meeting comments, Traffic Methodology Memo, updated landscape plan, site plan and elevations	<ul style="list-style-type: none"> ○ Application Section 15.1 - Contiguous Owners for Kane & Kendall Counties (https://www.yorkville.il.us/DocumentCenter/View/11522/Application-Section-151---Contiguous-Owners?bidId=) ○ Plan Council Response Letter (https://www.yorkville.il.us/DocumentCenter/View/11523/Project-Cardinal---Plan-Council-Response---53025?bidId=) ○ Traffic Methodology Memo (https://www.yorkville.il.us/DocumentCenter/View/11524/Project-Cardinal---Traffic-Methodology-Memo-002?bidId=) ○ Landscaping Plan (https://www.yorkville.il.us/DocumentCenter/View/11525/Project-Cardinal---Landscaping-002?bidId=) ○ Site Plan and Building Elevations (https://www.yorkville.il.us/DocumentCenter/View/11526/Project-Cardinal---53025-Drawing-Set-002?bidId=)
June 3, 2025	Economic Development Committee Meeting	Meeting cancelled – no quorum	<ul style="list-style-type: none"> ○ EDC 6-3-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6266)
June 5, 2025	Pioneer outreach letter & resident meeting	Per Plan Council recommendation, Pioneer sent letter on June 2, 2025 to nearby property owners along Galena Road, Ashe Road, Baseline Road and in the Bristol Bay subdivision inviting them to a community meeting to review the plans for the proposed data center and ask questions.	Attached as “ Ltr to Property Owners ”
June 10, 2025	City Council – Public Hearing	Public hearing for Annexation Agreement	<p>Staff Memo attached as “CCPH_6-10-25_Project Cardinal_Annexation Agreement 6-5-25”</p> <ul style="list-style-type: none"> ○ CC 6-10-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6268) ○ CC 6-10-25 Meeting Minutes (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6322) ○ CC 6-10-25 Meeting Audio (https://www.yorkville.il.us/DocumentCenter/View/11557/City-Council-Audio---June-10-2025-MP3)

DATE	ITEM	PURPOSE	DOCUMENT LINK
			<ul style="list-style-type: none"> ○ Petitioner Presentation Materials at 6/10/25 City Council Meeting (https://www.yorkville.il.us/DocumentCenter/View/11596/Annexation-Meeting_Developer-Presentation?bidId=) <p>REQUIRED PUBLIC NOTICES</p> <ul style="list-style-type: none"> ○ Published in paper on May 23, 2025 (affidavit of publication attached as “7815891 Affidavit”) ○ Notices to Township & Fire District sent on May 20, 2025 (certified mailing receipts attached as “Certified Mailing Receipts_PC2025-08_CC PH 6-10-25”)
June 11, 2025	Planning & Zoning Commission Meeting	Public hearing for Rezoning and Special Use for a PUD. Also review and recommendation of a Preliminary PUD Plan. The Planning and Zoning Commission <u>continued the public hearing to Wednesday, July 9, 2025.</u>	<p>Staff Memo attached as “PZC_6-11-25_Project Cardinal_Rezone, PUD & Preliminary Plan”</p> <ul style="list-style-type: none"> ○ PZC 6-11-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6310) ○ PZC 6-11-25 Meeting Minutes & Transcript (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6344) ○ PZC 6-11-25 Meeting Audio (https://www.yorkville.il.us/DocumentCenter/View/11559/Planning-and-Zoning-Commission-Audio---June-11-2025-MP3) <p>REQUIRED PUBLIC NOTICES</p> <ul style="list-style-type: none"> ○ Published in paper on May 23, 2025 (affidavit of publication attached as “7816015 Affidavit”) ○ Certified Affidavit of Mailing by petitioner on May 22, 2025 (attached as “Certified Affidavit of Mailing_Project Cardinal_May 22, 2025”) ○ <u>Green cards and certified receipts available to send by separate e-mail if needed (file is too large to attach)</u>

DATE	ITEM	PURPOSE	DOCUMENT LINK
July 1, 2025	Economic Development Committee	Informal feedback from subcommittee of elected officials	<p>Staff Memo attached as “EDC_7-1-25_Project Cardinal_Rezone, PUD & Preliminary Plan”</p> <ul style="list-style-type: none"> ○ EDC 7-1-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6302) ○ EDC 7-1-25 Minutes (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6371) ○ EDC 7-1-25 Audio (https://www.yorkville.il.us/DocumentCenter/View/11597/Economic-Development-Audio---July-1-2025-MP3)
July 3, 2025	Supplemental Application materials	Updated site plan, building elevations, architectural renderings, landscape plan, landscape buffer elevation, wetland delineation report, photometric plan, preliminary sound study	<ul style="list-style-type: none"> ○ Site Plan and Building Elevations (https://www.yorkville.il.us/DocumentCenter/View/11599/250703-Project-Cardinal_Arch-Drawing-Set_Site-Plan?bidId=) ○ Architectural Perspective (https://www.yorkville.il.us/DocumentCenter/View/11605/250625-Project-Cardinal_Perspectives_reduced?bidId=) ○ Landscape Plans (https://www.yorkville.il.us/DocumentCenter/View/11603/Prelim-Campus-Landscape-Concept-7-02_reduced?bidId=) ○ Landscape Buffer Elevation (https://www.yorkville.il.us/DocumentCenter/View/11604/Project-Cardinal---O2---ELEVATIONS?bidId=) ○ Wetland Delineation Report (https://www.yorkville.il.us/DocumentCenter/View/11601/176350_ProjectCardinal_WDR_05232025?bidId=) ○ Photometric Plan (https://www.yorkville.il.us/DocumentCenter/View/11602/250701-Project-Cardinal_Site-plan_PGE?bidId=) ○ Preliminary Sound Study (https://www.yorkville.il.us/DocumentCenter/View/11600/182671---Project-Cardinal---Sound-Study-070125?bidId=)

DATE	ITEM	PURPOSE	DOCUMENT LINK
July 9, 2025	Planning & Zoning Commission	Continued public hearing	<p>Staff Memo attached as “PZC_7-9-25_Project Cardinal_Rezone, PUD & Preliminary Plan_final”</p> <ul style="list-style-type: none"> ○ PZC 7-9-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6310) ○ PZC 7-9-25 Minutes & Transcript https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6395) ○ PZC 7-9-25 Audio (https://www.yorkville.il.us/DocumentCenter/View/11614/Planning-and-Zoning-Commission-Audio---July-9-2025-MP3) ○ Petitioner’s Presentation (https://www.yorkville.il.us/DocumentCenter/View/11613/PZC-Hearing-2?bidId=) ○ Updated Sound Study (https://www.yorkville.il.us/DocumentCenter/View/11620/182671---Project-Cardinal---Sound-Study-Rev1?bidId=)
July 21, 2025	Supplemental Application materials	Updated Traffic Study	<ul style="list-style-type: none"> ○ Updated Traffic Study dated July 21, 2025 (https://www.yorkville.il.us/DocumentCenter/View/11640/ddf7c8ce-3682-45e4-99f4-8ffcabe62502?bidId=)
July 22, 2025	City Council	Discussion item <u>with Planning and Zoning Commission recommendations and adoption of findings of facts</u>	<p>Staff Memo attached as “CC_7-22-25_Project Cardinal_Rezone, PUD & Preliminary Plan_revised”</p> <ul style="list-style-type: none"> ○ CC 7-22-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6360) ○ CC 7-22-25 Minutes (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6394) ○ CC 7-22-25 Audio (https://www.yorkville.il.us/DocumentCenter/View/11645/City-Council-Audio---July-22-2025-MP3)
August 12, 2025	City Council	Initial Sound Study Presentations by Petitioner and City Sound Engineering Consultant	<ul style="list-style-type: none"> ○ Pioneer Development - Project Cardinal Sound Study Presentation (Burns McDonnell) (https://www.yorkville.il.us/DocumentCenter/View/11665/Pioneer-Development---Sound-Study?bidId=) ○ Peer Review of Project Cardinal's Initial Sound Study

DATE	ITEM	PURPOSE	DOCUMENT LINK
			<p>Presentation (Soundscape Engineering) (https://www.yorkville.il.us/DocumentCenter/View/11666/Soundscape-Presentation---Project-Cardinal-Initial-Sound-Study-Review---8-11-25-002?bidId=)</p> <ul style="list-style-type: none"> o CC 8-12-25 Minutes (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6435)
August 26, 2025	City Council	General discussion item	<ul style="list-style-type: none"> o CC 8-26-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6401) o CC 8-26-25 Minutes (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6436) o CC 8-26-25 Audio (https://www.yorkville.il.us/DocumentCenter/View/11645/City-Council-Audio---July-22-2025-MP3)
August 27, 2025	Supplemental Application materials	Updated site plan, landscape plan, and sound study follow-up	<ul style="list-style-type: none"> o Updated Site Plan dated 8/26/2025 (https://www.yorkville.il.us/DocumentCenter/View/11734/Project-Cardinal-Site-Plan-82625?bidId=) o Updated Landscape Plan dated 8/26/2025 (https://www.yorkville.il.us/DocumentCenter/View/11735/Project-Cardinal---O2---Landscape---82625?bidId=) o Sound Study Follow-up responses dated August 27, 2025 (https://www.yorkville.il.us/DocumentCenter/View/11736/Project-Cardinal-Sound-Study-Update-82725?bidId=)
September 5, 2025	Supplemental Application materials	Additional sound study information and water usage memo	<ul style="list-style-type: none"> o Emergency Sound Level Contours (dBA) (https://www.yorkville.il.us/DocumentCenter/View/11746/Figure-5---Emergency-Noise-Levels-dBA?bidId=) o Project Cardinal - Water Usage Memo (https://www.yorkville.il.us/DocumentCenter/View/11747/Project-Cardinal-Memo---Water?bidId=)
September 9, 2025	City Council	General Discussion Item	<p>Staff Memo attached as “CC_9-9-25_Project Cardinal_Rezone, PUD & Preliminary Plan_revised”</p> <ul style="list-style-type: none"> o CC 9-9-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6435)

DATE	ITEM	PURPOSE	DOCUMENT LINK
			<ul style="list-style-type: none"> nter/ViewFile/Item/6416) ○ CC 9-9-25 Minutes (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6445) ○ CC 9-9-25 Audio (https://www.yorkville.il.us/DocumentCenter/View/11766/City-Council-Audio---September-9-2025-MP3)
September 23, 2025	City Council	Presentation by Petitioner and general discussion item	<ul style="list-style-type: none"> ○ CC 9-23-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6441) ○ CC 9-23-25 Minutes (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6465) ○ CC 9-23-25 Audio (https://www.yorkville.il.us/DocumentCenter/View/11927/City-Council-Audio---September-23-2025-MP3) ○ Petitioner’s Presentation (https://www.yorkville.il.us/DocumentCenter/View/11922/CRG---Yorkville-City-Council-Meeting?bidId=)
October 1, 2025	Supplemental Application materials	Updated site plan, elevations, architectural renderings, and landscape plan	<ul style="list-style-type: none"> ○ Updated Site Plan, Building Elevations and Architectural Renderings dated 9/30/25 (https://www.yorkville.il.us/DocumentCenter/View/11979/250930-Project-Cardinal_Arch_compressed101?bidId=) ○ Updated Landscape Plan dated 9/26/2025 (https://www.yorkville.il.us/DocumentCenter/View/11980/Project-Cardinal---BMCD---Landscape101?bidId=)
October 14, 2025	City Council	General Discussion Item	<p>Staff Memo attached as “CC_10-14-25_Project Cardinal_Rezone, PUD & Preliminary Plan_revised”</p> <ul style="list-style-type: none"> ○ CC 10-14-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6463) ○ CC 10-14-25 Minutes (not available yet) ○ CC 10-14-25 Audio (https://www.yorkville.il.us/DocumentCenter/View/12194/City-Council-Audio---October-14-2025-MP3)

DATE	ITEM	PURPOSE	DOCUMENT LINK
October 20, 2025	Supplemental Application materials	Updated Traffic Impact Study	<ul style="list-style-type: none"> ○ Updated Traffic Impact Study dated October 20, 2025 (https://www.yorkville.il.us/DocumentCenter/View/12207/Project-Cardinal---Traffic-Impact-Study_V2_2025-10-20?bidId=)
October 28, 2025	City Council	Recommended City Council Vote on Annexation and PUD agreements	<ul style="list-style-type: none"> ○ CC 10-28-25 Packet (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6479) ○ CC 10-28-25 Minutes (not available yet) ○ CC 10-28-25 Audio (https://www.yorkville.il.us/DocumentCenter/View/12215/City-Council-Audio---October-28-2025-MP3)
October 30, 2025	Correspondence	Address Community Comments and City Council Updated Traffic study results	<ul style="list-style-type: none"> ○ 10-30-25 Email to Baumgartner - attached ○ CC 10-30-25 Memo and results - attached
November 3, 2025	Supplemental materials	Requirements for Emergency Plan	<ul style="list-style-type: none"> ○ Section 3.10 of the PUD Agreement – page 746 (https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/6479)
November 5, 2025	Supplemental materials	Updated Phasing Plan	<ul style="list-style-type: none"> ○ Updated Project Cardinal Phasing Plan (https://www.yorkville.il.us/DocumentCenter/View/12247/Project-Cardinal-Phasing-Plan---11525?bidId=)

WHEREAS, the Corporate Authorities have reviewed all of the foregoing information relating to the proposed development of the Project and the use of the Development Site; and

WHEREAS, all of the foregoing information has been provided to the public when required by law and has again been provided as part of the meeting packet for this November 10, 2025 meeting; and

WHEREAS, in addition to the foregoing, City Staff has responded to private communications from certain property owners in the City and even outside the City relating to the Property, which are contained in the included hyperlink ([Project Cardinal Project Page](https://www.yorkville.il.us/906/Project-Cardinal-Data-Center-Campus-Anne)) (https://www.yorkville.il.us/906/Project-Cardinal-Data-Center-Campus-Anne); 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 Pioneer 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, Pioneer and the City will enter into an Annexation Agreement providing, among other things, the terms and conditions pertaining to the annexation of the Property 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 Pioneer are prepared to enter into a Development Agreement pertaining to the obligations of Pioneer regarding the Project and a Utility and Infrastructure Agreement providing for the obligations of Pioneer for all public infrastructure including utilities and roadways;

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, the *Conditions* include that the Annexation Agreement will not be effective until the Development Agreement and the Utility and Infrastructure Agreement are executed and effective.

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

PINS BY OWNER

Galena & 47TH LLC, MPLIV10 LLC	PIN: 02-05-300-003	CITY OF YORKVILLE
	PIN: 02-04-300-032	CITY OF YORKVILLE
	PIN: 02-04-300-024	CITY OF YORKVILLE
	PIN: 02-05-400-021	CITY OF YORKVILLE
	PIN: 02-09-100-031	CITY OF YORKVILLE
	PIN: 02-09-100-030	CITY OF YORKVILLE
Sanjay & Sameer Gupta	PIN: 02-04-100-015	CITY OF YORKVILLE
	PIN: 02-05-200-007	UNINCORPORATED
The Konicek Family Limited Partnership	PIN: 02-06-100-022	UNINCORPORATED
DALE L. KONICEK, LLC	PIN: 02-06-200-002	CITY OF YORKVILLE
	PIN: 02-05-400-022	CITY OF YORKVILLE
	PIN: 02-05-200-006	CITY OF YORKVILLE
	PIN: 02-04-100-016	CITY OF YORKVILLE
	PIN: 02-06-400-008	UNINCORPORATED
	PIN: 02-06-200-003	UNINCORPORATED
	PIN: 02-05-100-003	UNINCORPORATED
	PIN: 02-05-100-005	UNINCORPORATED
	PIN: 02-05-400-009	CITY OF YORKVILLE
	PIN: 02-04-300-018	CITY OF YORKVILLE
	PIN: 02-04-300-017	CITY OF YORKVILLE
	PIN: 02-06-400-001	UNINCORPORATED

LEGAL DESCRIPTION**OWNER: Sanjay & Sameer Gupta**

PARCEL 1:

THAT PART OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 5 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WEST 40 CHAINS (RECORD), 2652.01 FEET (MEASURED) TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 38 1/2 LINKS (RECORD), 24.51 FEET (MEASURED) TO THE SOUTH BANK OF A DITCH; THENCE SOUTH 89 DEGREES 30 MINUTES EAST (RECORD), NORTH 88 DEGREES 05 MINUTES 41 SECONDS EAST (MEASURED), 2593.76 FEET (MEASURED) TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 54 MINUTES 03 SECONDS WEST, 232.55 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 68.93 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 59 DEGREES 57 MINUTES 33 SECONDS EAST, 68.88 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH 01 DEGREES 16 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE, 265.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88 DEGREES 05 MINUTES 41 SECONDS WEST, 57.84 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 2 OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH,

RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 4 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH ON THE SECTION LINE 26.80 CHAINS; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION, 14.30 CHAINS; THENCE IN A NORTHEASTERLY DIRECTION TO A POINT ON THE NORTH LINE OF SAID SECTION, 20.67 CHAINS EAST OF THE POINT OF BEGINNING; THENCE WEST ALONG THE SECTION LINE TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PART OF LOT 2 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 16 MINUTES 25 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 265.04 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 531.35 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 27 DEGREES 41 MINUTES 44 SECONDS EAST, 509.62 FEET TO A POINT OF TANGENCY, THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST 150.53 FEET, THENCE NORTH 89 DEGREES 08 MINUTES 11 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 110.00 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED LINE, 912.39 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING 364.44 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 4 (AS MEASURED ALONG SAID NORTH LINE) AND SAID POINT ALSO BEING THE POINT OF TERMINUS; IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

OWNER: Galena & 47th LLC and MPLIV10LLC

PARCEL 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 4 AND THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 01 DEGREE 19 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 990.0 FEET (15 CH.) TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN BOOK 163 AT PAGE 473; THENCE SOUTH 01 DEGREE 19 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE, 1.84 FEET TO A POINT ON THE SOUTHERLY LINE OF LANDS DESCRIBED IN BOOK 152 AT PAGE 392; THENCE SOUTH 87 DEGREES 52 MINUTES 56 SECONDS WEST ALONG SAID SOUTHERLY LINE AND THE WESTERLY EXTENSION THEREOF, 1722.34 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF THE RIGHT-OF-WAY OF ILLINOIS ROUTE 47 AS RECORDED IN DOCUMENT 907257 FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 09 MINUTES 41 SECONDS EAST ALONG SAID WESTERLY LINE, 128.76 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 19 SECONDS EAST ALONG SAID WESTERLY LINE, 10.0 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 41 SECONDS EAST ALONG SAID WESTERLY LINE, 787.46 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, BEING A CIRCULAR CURVE HAVING A RADIUS OF 1596.42 FEET CONCAVE TO THE WEST, THE CHORD OF WHICH BEARS SOUTH 13 DEGREES 43 MINUTES 37 SECONDS WEST, 773.94 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT BEARING NORTH 87 DEGREES 56 MINUTES 55 SECONDS EAST, 719.99 FEET FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY LINE, BEING A CIRCULAR CURVE HAVING A RADIUS OF 1596.42 FEET CONCAVE TO THE WEST, THE CHORD OF WHICH BEARS SOUTH 31 DEGREES 17 MINUTES 50 SECONDS WEST, 205.17 FEET; THENCE SOUTH 34 DEGREES 58 MINUTES 45 SECONDS WEST ALONG SAID WESTERLY LINE, 88.42 FEET TO THE CENTER LINE OF THE CHICAGO-GALENA ROAD; THENCE NORTH 74 DEGREES 20 MINUTES 53 SECONDS WEST, 41.71 FEET TO AN EASTERLY LINE OF SAID LANDS DESCRIBED IN BOOK 152 AT PAGE 392; THENCE NORTH 29 DEGREES 07 MINUTES 39

SECONDS EAST ALONG SAID EASTERLY LINE, 267.87 FEET TO SAID SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 56 MINUTES 55 SECONDS EAST ALONG SAID SOUTH LINE, 9.74 FEET TO A POINT ON THE WESTERLY LINE OF SAID LANDS DESCRIBED IN BOOK 163 AT PAGE 473; THENCE NORTH 27 DEGREES 39 MINUTES 29 SECONDS EAST ALONG SAID WESTERLY LINE, 366.26 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 29 SECONDS EAST ALONG SAID WESTERLY LINE, 756.55 FEET; THENCE DEPARTING FROM SAID WESTERLY LINE NORTH 02 DEGREES 12 MINUTES 23 SECONDS EAST, 581.48 FEET TO A POINT OF THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN BOOK 163 AT PAGE 473; THENCE NORTH 87 DEGREES 52 MINUTES 56 SECONDS EAST ALONG SAID SOUTHERLY LINE, 22.15 FEET TO THE POINT OF BEGINNING IN KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 5, THAT PART OF THE SOUTHWEST 1/4 OF SECTION 4, THAT PART OF THE NORTHEAST 1/4 OF SECTION 8 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON ROD MONUMENTING THE SOUTHEAST CORNER OF SECTION 5; THENCE NORTH 01 DEGREE 15 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1,550.82 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST 409.15 FEET PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 221.96 FEET; THENCE NORTH 37 DEGREES 44 MINUTES 29 SECONDS EAST 115.96 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 43 SECONDS EAST 196.55 FEET TO THE CENTERLINE OF THE ROB ROY DITCH; THENCE SOUTH 02 DEGREES 13 MINUTES 10 SECONDS WEST 1,336.52 FEET ALONG SAID CENTERLINE; THENCE SOUTH 29 DEGREES 12 MINUTES 38 SECONDS WEST 600.81 FEET TO THE CENTERLINE OF GALENA ROAD AS NOW ESTABLISHED; THENCE NORTH 73 DEGREES 55 MINUTES 29 SECONDS WEST ALONG SAID CENTERLINE 677.76 FEET; THENCE NORTH 02 DEGREES 56 MINUTES 50 SECONDS WEST 348.47 FEET; THENCE NORTH 16 DEGREES 11 MINUTES 58 SECONDS EAST 599.13 FEET; THENCE NORTH 28 DEGREES 26 MINUTES 55 SECONDS EAST 750.54 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE WEST HALF OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 642.93 FEET TO A POINT WHICH IS 162.00 FEET SOUTHERLY OF THE ORIGINAL CENTER LINE OF GALENA ROAD; THENCE WESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 102 DEGREES 56 MINUTES 02 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 100.00 FEET TO A POINT WHICH IS 169.50 FEET, AS MEASURED PARALLEL WITH SAID EAST LINE SOUTHERLY OF SAID ORIGINAL CENTER LINE TO THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH SAID EAST LINE, 14.66 FEET TO THE PRESENT CENTER LINE OF GALENA ROAD AS DEPICTED ON A PLAT RECORDED JUNE 5, 1964 AS DOCUMENT NUMBER 145193; THENCE WESTERLY ALONG SAID PRESENT CENTER LINE, 1675.69 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG SAID PRESENT CENTER LINE BEING ALONG A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 42,975.00 FEET, 933.19 FEET; THENCE WESTERLY, ALONG SAID PRESENT CENTER LINE, 64.12 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG SAID WEST LINE, 957.16 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, 920.88 FEET TO A POINT

WHICH IS 2,316.00 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE EASTERLY, 2,651.03 FEET TO A POINT ON THE EAST LINE OF SAID WEST HALF WHICH IS 2,326.70 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID WEST HALF, 2,686.96 FEET TO SAID ORIGINAL CENTER LINE; THENCE WESTERLY ALONG SAID ORIGINAL CENTER LINE, 101.94 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

OWNER: Dale L. Konicek, LLC

TRACT 1:

THAT PART OF THE EAST HALF OF SECTION 5 AND THAT PART OF THE WEST HALF OF SECTION 4, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON PIPE MONUMENT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH 01 DEGREE 15 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1730.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 362.35 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 31 SECONDS EAST 2025.23 FEET TO THE SOUTHERLY LINE OF COMMONWEALTH EDISON COMPANY PROPERTY DESCRIBED IN DOCUMENT 73-2720; THENCE NORTH 87 DEGREES 56 MINUTES 31 SECONDS EAST ALONG SAID SOUTHERLY LINE 1,222.89 FEET TO THE CENTERLINE OF ROB ROY DITCH; THENCE SOUTH 03 DEGREES 43 MINUTES 10 SECONDS EAST ALONG SAID CENTERLINE 577.07 FEET; THENCE SOUTH 01 DEGREE 49 MINUTES 41 SECONDS WEST ALONG SAID CENTERLINE 298.55 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 53 SECONDS EAST 15.64 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257; (THE NEXT 5 CALLS ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257) THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 170.64 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS EAST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 1,000.00 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS WEST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 36.62 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 925.95 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

TRACT 2:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST, LYING NORTHERLY OF A LINE EXTENDING EASTERLY FROM A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER, 2316 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 5, TO A POINT ON THE NORTH AND SOUTH CENTERLINE OF SAID SECTION, 2326.7 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION AND LYING SOUTHERLY OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY LINE PURSUANT TO DOCUMENT 73-2720, IN KENDALL COUNTY, ILLINOIS.

ALSO;

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH ON THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2460.05 FEET TO THE INTERSECTION WITH THE MOST SOUTHERLY LINE OF PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1966 AND KNOWN AS TRUST NUMBER 35339, BY A DEED DATED JANUARY 31, 1972 AND RECORDED JANUARY 31, 1972 AS DOCUMENT 72-467 TO THE POINT OF BEGINNING, THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST

NUMBER 35339, WHICH FORMS AN ANGLE OF 89 DEGREES 57 MINUTES 27 SECONDS TO THE LEFT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 812.66 FEET, THENCE NORTH 90 DEGREES 25 MINUTES 49 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 366.94 FEET, THENCE EASTERLY 88 DEGREES 43 MINUTES 04 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 809.73 FEET TO THE EAST LINE OF SAID SECTION 6, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 378.96 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

ALSO;

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH ON THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2474.60 FEET FOR THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, THENCE WESTERLY ON A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 57 MINUTES 19 SECONDS TO THE RIGHT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 812.66 FEET, THENCE NORTH ALONG A LINE 89 DEGREES 31 MINUTES 03 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 1.61 FEET TO THE INTERSECTION WITH THE MOST SOUTHERLY LINE OF THE PROPERTY CONVEYED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1966 AND KNOWN AS TRUST NUMBER 35339 BY DEED DATED JANUARY 31, 1972 AND RECORDED JANUARY 31, 1972 AS DOCUMENT 72-467, THENCE EASTERLY ON THE SOUTHERLY LINE OF SAID PROPERTY CONVEYED TO THE LASALLE NATIONAL BANK, A DISTANCE OF 812.66 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 6, THENCE SOUTHERLY ON SAID EAST LINE, 13.55 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

TRACT 3:

LOT 2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 5 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE WEST 40 CHAINS TO THE SOUTHWEST CORNER OF SAID LOT, THENCE NORTH 38 1/2 LINKS TO THE SOUTH BANK OF DITCH, THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS EAST 40 CHAINS TO THE POINT OF BEGINNING AND EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST 1/4, 1961.60 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4, THENCE EAST ALONG SAID NORTH LINE

667.0 FEET, THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE, 396.0 FEET, THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 667.0 FEET, THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 396.0 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPTING THAT PART OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 5 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE WEST 40 CHAINS (RECORD), 2652.01 FEET (MEASURED) TO THE SOUTHWEST CORNER OF SAID LOT 2, THENCE NORTH 38 1/2 LINKS (RECORD), 25.41 FEET (MEASURED) TO THE SOUTH BANK OF A DITCH, THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS EAST (RECORD), NORTH 88 DEGREES 05 MINUTES 41 SECONDS EAST (MEASURED), 2593.76 FEET (MEASURED) TO THE POINT OF BEGINNING, THENCE NORTH 01 DEGREES 54 MINUTES 03 SECONDS WEST, 232.55 FEET TO A POINT ON A NON-TANGENT CURVE, THENCE NORTHEASTERLY 68.93 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00

FEET AND WHOSE CHORD BEARS NORTH 59 DEGREES 57 MINUTES 33 SECONDS EAST, 68.88 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, THENCE SOUTH 01 DEGREES 16 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE, 265.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, THENCE SOUTH 88 DEGREES 05 MINUTES 41 SECONDS WEST, 57.84 FEET TO THE POINT OF BEGINNING) IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

TRACT 4:

THAT PART OF LOT 2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE GOVERNMENT SURVEY OF SAID SECTION 4, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, THENCE NORTH 01 DEGREES 16 MINUTES 25 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 265.04 FEET TO A POINT ON A NON-TANGENT CURVE, THENCE NORTHEASTERLY 531.35 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND WHOSE CHORD BEARS NORTH 27 DEGREES 41 MINUTES 44 SECONDS EAST, 509.62 FEET TO A POINT OF TANGENCY, THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST 150.53 FEET, THENCE NORTH 89 DEGREES 08 MINUTES 11 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 110.00 FEET, THENCE NORTH 00 DEGREES 51 MINUTES 49 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED LINE, 912.39 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING 364.44 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 4 (AS MEASURED ALONG SAID NORTH LINE) AND SAID POINT ALSO BEING THE POINT OF TERMINUS, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

TRACT 5:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF SECTION 4, PART OF SECTION 5, PART OF THE NORTHEAST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF GALENA ROAD AS NOW ESTABLISHED ACROSS SAID SECTION 5 WITH THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 5; THENCE NORTH 00 DEGREES 02 MINUTES 49 SECONDS WEST ALONG SAID WEST LINE, 2673.13 FEET TO A POINT 2327.34 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE NORTH 89 DEGREES 36 MINUTES 30 SECONDS WEST 1323.10 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 30 SECONDS EAST 2325.56 FEET TO THE NORTH LINE OF SAID SECTION 5; THENCE SOUTH 89 DEGREES 41 MINUTES 06 SECONDS EAST ALONG SAID NORTH LINE 1319.49 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH 00 DEGREES 02 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 1828.36 FEET; THENCE NORTH 89 DEGREES 08 MINUTES EAST 3596.80 FEET TO THE CENTER LINE OF ROB ROY DITCH; THENCE SOUTH 00 DEGREES 22 MINUTES 03 SECONDS EAST ALONG SAID CENTER LINE 781.86 FEET; THENCE SOUTH 02 DEGREES 43 MINUTES 14 SECONDS WEST ALONG SAID CENTER LINE 300.01 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES EAST 291.15 FEET; THENCE SOUTH 00 DEGREES 56 MINUTES 40 SECONDS WEST 240.28 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 01 SECONDS EAST 1428.51 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 4; THENCE SOUTH 00 DEGREES 02 MINUTES 57 SECONDS EAST ALONG SAID EAST LINE 991.84 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 08 SECONDS WEST 1745.17 FEET TO THE CENTER LINE OF SAID ROB ROY DITCH; THENCE SOUTH 03 DEGREES 28 MINUTES 51 SECONDS WEST ALONG SAID CENTER LINE 1373.75 FEET; THENCE SOUTH 30 DEGREES 24 MINUTES 07 SECONDS WEST ALONG SAID CENTER LINE 600.81 FEET TO THE CENTER LINE OF SAID GALENA ROAD; THENCE NORTH 72 DEGREES 44 MINUTES WEST ALONG SAID

CENTER LINE, 3318.05 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF A LINE EXTENDING EASTERLY FROM A POINT ON SAID WEST LINE OF THE NORTHWEST 1/4 WHICH POINT IS 1876.07 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 5 TO A POINT ON THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 5 WHICH POINT IS 1828.85 FEET SOUTH OF SAID NORTH QUARTER CORNER, AND EXCEPT A STRIP OF LAND 205.00 FEET WIDE IN THE NORTHEAST 1/4 OF SECTION 5 AND THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH ALONG THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 5, A DISTANCE OF 1828.85 FEET TO THE NORTH LINE OF PROPERTY CONVEYED TO THE LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 10, 1967, KNOWN AS TRUST NO. 35913 RECORDED AS DOCUMENT NO. 154368 IN BOOK 152, PAGE 392 AS SAID NORTH LINE IS MONUMENTED AND OCCUPIED, HEREINAFTER REFERRED TO AS LINE "B", FOR THE POINT OR BEGINNING; THENCE EAST ALONG SAID LINE "B", A DISTANCE OF 3596.80 FEET TO THE CENTER LINE OF ROB ROY DITCH; THENCE SOUTHERLY ALONG THE CENTER LINE OF ROB ROY DITCH FORMING AN ANGLE OF 90 DEGREES 29 MINUTES 57 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 205.00 FEET TO THE INTERSECTION WITH A LINE 205.00 FEET PERPENDICULARLY DISTANT SOUTH OF AND PARALLEL WITH THE AFORESAID LINE "B"; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 3598.47 FEET TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 5; THENCE NORTH ALONG SAID NORTH AND SOUTH CENTER LINE 205.02 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPT THAT PART OF THE WEST HALF OF SAID SECTION 4 LYING EAST OF THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 47, IN KENDALL COUNTY, ILLINOIS.

AND ALSO EXCEPTING: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 5, THAT PART OF THE SOUTHWEST 1/4 OF SECTION 4, THAT PART OF THE NORTHEAST 1/4 OF SECTION 8 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON ROD MONUMENTING THE SOUTHEAST CORNER OF SECTION 5; THENCE NORTH 01 DEGREES 15 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE 1,550.82 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST 409.15 FEET PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 221.96 FEET; THENCE NORTH 37 DEGREES 44 MINUTES 29 SECONDS EAST 115.96 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 43 SECONDS EAST 196.55 FEET TO THE CENTERLINE OF THE ROB ROY DITCH; THENCE SOUTH 02 DEGREES 13 MINUTES 10 SECONDS WEST 1336.52 FEET ALONG SAID CENTERLINE; THENCE SOUTH 29 DEGREES 12 MINUTES 38 SECONDS WEST 600.81 FEET TO THE CENTERLINE OF GALENA ROAD AS NOW ESTABLISHED; THENCE NORTH 73 DEGREES 55 MINUTES 29 SECONDS WEST ALONG SAID CENTERLINE 677.76 FEET, THENCE NORTH 02 DEGREES 56 MINUTES 50 SECONDS WEST 348.47 FEET; THENCE NORTH 16 DEGREES 11 MINUTES 58 SECONDS EAST 599.13 FEET; THENCE NORTH 28 DEGREES 25 MINUTES 55 SECONDS EAST 750.54 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS,

AND ALSO EXCEPTING, THAT PART CONVEYED BY WARRANTY DEED RECORDED AUGUST 30, 2007 AS DOCUMENT 200700026496, DESCRIBED AS FOLLOWS: THAT PART OF THE EAST HALF OF SECTION 5 AND THAT PART OF THE WEST HALF OF SECTION 4, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON PIPE MONUMENTING THE SOUTHEAST CORNER OF SAID

SECTION 5; THENCE NORTH 01 DEGREES 15 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1730.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 362.35 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 31 SECONDS EAST 2026.23 FEET TO THE SOUTHERLY LINE OF COMMONWEALTH EDISON COMPANY PROPERTY DESCRIBED IN DOCUMENT 73-2720; THENCE NORTH 87 DEGREES 56 MINUTES 31 SECONDS EAST ALONG SAID SOUTHERLY LINE 1,222.89 FEET TO THE CENTERLINE OF ROB ROY DITCH; THENCE SOUTH 03 DEGREES 43 MINUTES 10 SECONDS EAST ALONG SAID CENTERLINE 577.07 FEET; THENCE SOUTH 01 DEGREES 49 MINUTES 41 SECONDS WEST ALONG SAID CENTERLINE 298.55 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 53 SECONDS EAST 15.64 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257; (THE NEXT 5 CALLS ARE ALONG SAID WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 907256 AND 907257) THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 170.64 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS EAST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 48 SECONDS EAST, 1,000.00 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS WEST 10.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS EAST 38.62 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST 925.95 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 5 AND NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 5; THENCE EAST ALONG THE SECTION LINE 1331.4 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 07 MINUTES 00 SECONDS MEASURED FROM WEST TO SOUTH FROM THE SECTION LINE, 2321.5 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 33 MINUTES 00 SECONDS, MEASURED FROM NORTH TO WEST FROM THE LAST DESCRIBED COURSE, 1328.7 FEET TO THE WEST LINE OF SECTION 5; THENCE SOUTHERLY ALONG THE SECTION LINE, FORMING AN ANGLE OF 89 DEGREES 27 MINUTES 00 SECONDS MEASURED FROM EAST TO SOUTH FROM THE LAST DESCRIBED COURSE, 146.4 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 58 MINUTES 00 SECONDS, MEASURED FROM NORTH TO WEST FROM THE SECTION LINE, 1553 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 33 MINUTES 00 SECONDS, MEASURED FROM EAST TO NORTH FROM THE LAST DESCRIBED COURSE, 2461.1 FEET TO THE NORTH LINE OF SECTION 6; THENCE EASTERLY ALONG SAID NORTH LINE 1534 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT 1876.07 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 6, SAID POINT BEING ON THE NORTH LINE OF THE LAND CONVEYED TO COMMONWEALTH EDISON COMPANY BY DOCUMENT NO. R73-2841 (TRACT 1); THENCE WEST ALONG SAID NORTH LINE 1133.17 TO A POINT OF INTERSECTION WITH A LINE 415.0 FEET PERPENDICULARLY DISTANT EAST OF AND PARALLEL WITH THE EAST LINE OF THE LAND CONVEYED TO EARL P. AND EMMA V. KONICEK BY DEED RECORDED AS DOCUMENT NO. 136414 IN BOOK 126, PAGE 41; THENCE NORTH ON SAID PARALLEL LINE, ALSO BEING THE EAST LINE OF THE LAND CONVEYED TO SAID COMMONWEALTH EDISON COMPANY BY DOCUMENT NO. R73-2841, 1897.19 FEET TO THE NORTH LINE OF SAID SECTION 6 AND THE POINT OF TERMINATION; AND ALSO EXCEPT THAT PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF A LINE

EXTENDED EASTERLY FROM A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 5 WHICH POINT IS 1876.07 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 5 TO A POINT ON THE NORTH AND SOUTH CENTER LINE OF SECTION 5, WHICH POINT IS 1828.85 FEET SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION 5, ALL IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

TRACT 6:

PART OF THE EAST 1/2 OF SECTION 6; TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE OF 3407.85 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO SUSAN SCHMIDT BY WARRANTY DEED RECORDED DECEMBER 18, 1929 IN BOOK 80, PAGES 334 AND 335; THENCE WEST ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO SUSAN SCHMIDT A DISTANCE OF 1552.74 FEET TO THE EAST LINE OF PROPERTY CONVEYED TO EARL P KONICEK AND WIFE BY WARRANTY DEED DATED DECEMBER 4, 1961 RECORDED AS DOCUMENT 136414, THENCE SOUTH ALONG THE EAST LINE OF PROPERTY CONVEYED TO EARL P. KONICEK AND WIFE 1240.82 FEET TO THE CENTER LINE OF GALENA ROAD, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE 919.13 FEET TO AN ANGLE POINT WHICH IS 1312.43 FEET PERPENDICULARLY DISTANCE NORTH OF SAID SOUTH LINE OF SAID SECTION 6; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 26 DEGREES 45 MINUTES 35 SECOND TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 332.08 FEET TO THE NORTH LINE OF PARCEL TWO OF PROPERTY CONVEYED TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 45553 BY CONSERVATORS DEED RECORDED SEPTEMBER 17, 1973 AS DOCUMENT 73-4671; THENCE WESTERLY ALONG SAID NORTHERLY LINE FORMING AN ANGLE OF 62 DEGREES 01 MINUTES 01 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE 646.8 FEET TO THE CENTER LINE OF BEECHER ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 1362.40 FEET TO THE CENTER LINE OF GALENA ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE 460.52 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS, ALSO,

THAT PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF GALENA ROAD WITH THE EAST LINE OF SAID SECTION; THENCE NORTH 70 DEGREES 55 MINUTES WEST ALONG SAID CENTER LINE 276 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION 8, 200 FEET; THENCE SOUTH 70 DEGREES 55 MINUTES EAST 270 FEET TO THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 1456.6 FEET TO THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 470.51 FEET TO THE EASTERLY LINE OF PARCEL TWO OF THE PROPERTY CONVEYED TO CHICAGO TITLE AND TRUST COMPANY TRUSTEE UNDER TRUST NUMBER 45553 BY CONSERVATORS DEED RECORDED SEPTEMBER 17, 1973 AS DOCUMENT R73-4671; THENCE NORTHERLY ALONG SAID EASTERLY LINE 1006.52 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE WESTERLY ALONG THE NORTH LINE OF SAID PARCEL TWO 388.83 FEET TO THE INTERSECTION OF SAID NORTH LINE WITH THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN PARCEL ONE OF SAID DOCUMENT 73-4671; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF PARCEL ONE A DISTANCE OF 115.02 FEET TO AN ANGLE POINT ON SAID EASTERLY LINE OF PARCEL ONE WHICH IS 1112.06 FEET PERPENDICULARLY DISTANCE NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE NORTH ALONG A LINE FORMING AN ANGLE 26 DEGREES 45 MINUTES 38 SECOND

TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 2329.35 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO DIANE R. KAPCHINSKI BY TRUSTEES DEED RECORDED JUNE 14, 1973 AS DOCUMENT 73-28243; THENCE EAST ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO DIANE R. KAPCHINSKI 812.68 FEET TO THE EAST LIEN OF SAID SECTION 6; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 6, 1319.90 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS, EXCEPT THE LEGAL DESCRIPTION INCLUDED IN THE WARRANTY DEED RECORDED AUGUST 24, 2020 AS DOCUMENT 202000016040.

OWNER: The Konicek Family Limited Partnership

A PART OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, THENCE EAST 19.508 CHAINS (1,287.528 FEET) TO AN IRON STAKE FOR PLACE OF BEGINNING, THENCE EAST ON THE NORTH LINE OF SAID SECTION 6, 44.599 CHAINS (2,943.534 FEET), THENCE SOUTH 16 MINUTES WEST 56.242 CHAINS (3,711.972 FEET) TO THE CENTER OF THE HIGHWAY, THENCE NORTH 73 DEGREES 58 MINUTES WEST 3.473 CHAINS (229.218 FEET) ALONG THE CENTER OF THE HIGHWAY, THENCE NORTH 79 DEGREES 37 MINUTES WEST 52.777 CHAINS (3,483.282 FEET) ALONG THE CENTER OF THE HIGHWAY, THENCE NORTH 79 DEGREES 16 MINUTES WEST 8.03 CHAINS (529.98 FEET) ALONG THE CENTER OF THE HIGHWAY TO AN IRON STAKE, THENCE NORTH 18 DEGREES 05 MINUTES EAST 10.258 CHAINS (677.028 FEET) TO AN IRON STAKE, THENCE NORTH 72 DEGREES 01 MINUTE WEST 6.632 CHAINS (437.712 FEET) TO AN IRON STAKE, THENCE NORTH 27 DEGREES 51 MINUTES EAST 11.60 CHAINS (765.6 FEET) TO AN IRON STAKE, THENCE NORTH 89 DEGREES 25 MINUTES EAST 11.535 CHAINS (761.31 FEET) TO THE CENTER OF THE HIGHWAY, THENCE NORTH 12 DEGREES 40 MINUTES EAST TO THE PLACE OF THE BEGINNING, SITUATED IN KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM RIGHT OF WAY DEDICATED FOR ASHE ROAD AND GALENA ROAD AND ALSO; EXCEPTING,

THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 19.508 CHAINS (1287.53 FEET); THENCE SOUTH 12 DEGREES 40 MINUTES WEST, 22.655 CHAINS (1495.23 FEET); THENCE SOUTH 89 DEGREES 25 MINUTES WEST, 11.535 CHAINS (761.31 FEET); THENCE SOUTH 27 DEGREES 50 MINUTES 42 SECONDS WEST, 765.57 FEET; THENCE SOUTH 72 DEGREES 01 MINUTES EAST, 437.71 FEET; THENCE SOUTH 18 DEGREES 05 MINUTES WEST, 637.63 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GALENA ROAD; THENCE SOUTH 77 DEGREES 03 MINUTES 31 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GALENA ROAD, 187.93 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 77 DEGREES 03 MINUTES 31 SECONDS EAST ALONG SAID RIGHT OF WAY LINE 136.30 FEET TO A POINT OF CURVE; THENCE CONTINUING EASTERLY ALONG SAID RIGHT OF WAY, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 14,285.00 FEET AND CHORD BEARING SOUTH 78 DEGREES 06 MINUTES 11 SECONDS EAST, 189.98 FEET TO A POINT OF BEND IN SAID RIGHT OF WAY; THENCE NORTH 14 DEGREES 08 MINUTES 51 SECONDS EAST ALONG SAID RIGHT OF WAY, 20.02 FEET TO A POINT OF BEND; THENCE EASTERLY ALONG SAID RIGHT OF WAY, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 14,265.00 FEET AND CHORD BEARING SOUTH 79 DEGREES 23 MINUTES 57 SECONDS EAST, A DISTANCE OF 453.85 FEET TO A POINT OF TANGENT; THENCE SOUTH 80 DEGREES 18 MINUTES 38 SECONDS EAST ALONG SAID RIGHT OF WAY, 29.82 FEET; THENCE NORTH 10 DEGREES 46 MINUTES 28 SECONDS EAST, 528.48

FEET; THENCE NORTH 79 DEGREES 13 MINUTES 32 SECONDS WEST, 810.97 FEET; THENCE SOUTH 10 DEGREES 46 MINUTES 28 SECONDS WEST, 541.53 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, ALSO EXCEPTING, THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 19.508 CHAINS (1287.53 FEET) TO THE NORTHEAST CORNER OF EQUESTRIAN ESTATES AT LEGACY FARMS; THENCE SOUTH 12 DEGREES 40 MINUTES WEST ALONG THE EASTERLY LINE OF SAID SUBDIVISION AND SAID EAST LINE EXTENDED SOUTHERLY, 22.655 CHAINS (1495.23 FEET); THENCE NORTH 89 DEGREES 25 MINUTES EAST, 29.67 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ASHE ROAD AS RELOCATED FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 25 MINUTES 00 SECONDS WEST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 618.59 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 355.09 FEET; THENCE NORTH 89 DEGREES 25 MINUTES EAST, A DISTANCE OF 683.60 TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ASHE ROAD; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1482.39 FEET, WHOSE CHORD BEARS NORTH 10 DEGREES 57 MINUTES 30 SECONDS WEST, 360.99 FEET TO THE POINT OF BEGINNING IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

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 the 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)

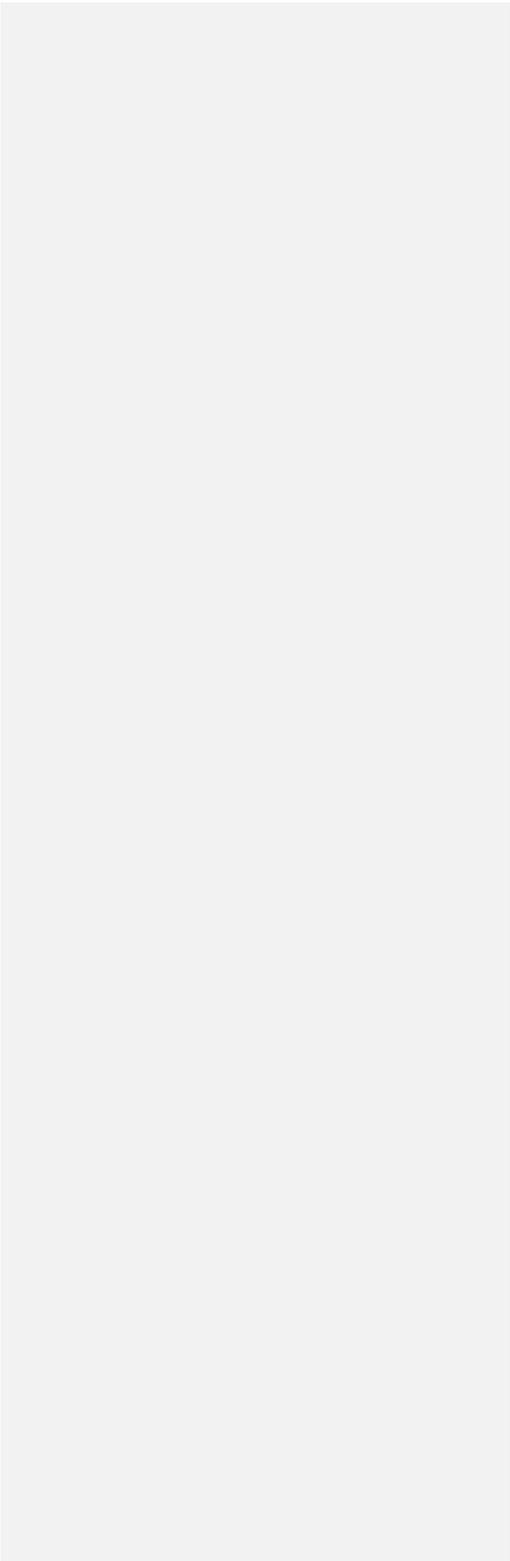
ANNEXATION AGREEMENT
(Project Cardinal)

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, 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.~~

Formatted: Indent: First line: 0"

Section 3. Conditions of Annexation.

A. ~~The City shall, c~~ontemporaneously 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: _____

