



United City of Yorkville

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

AGENDA
CITY COUNCIL MEETING
Tuesday, January 13, 2026
7:00 p.m.

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

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I

Ken Koch
Dan Transier

WARD II

Arden Joe Plocher
Craig Soling

WARD III

Chris Funkhouser
Matt Marek

WARD IV

Rusty Corneils
Rusty Hyett

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

1. Yorkville School District 115 – Annexation Agreement

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – December 9, 2025
2. Bill Payments for Approval
 - \$ 4,498,594.08 (vendors)
 - \$ 4,964,334.00 (wire payments)
 - \$ 484,221.40 (payroll period ending 12/05/25)
 - \$ 458,889.99 (payroll period ending 12/19/25)
 - \$ 469,173.42 (payroll period ending 01/02/26)
 - \$ 10,875,212.89 (total)

Mayor's Report:

1. CC 2026-01 Resolution Approving a Settlement Agreement (Whispering Meadows Community Association, Inc.)

Mayor's Report (cont'd):

2. CC 2026-02 Ordinance authorizing the borrowing of an aggregate principal amount of not to exceed \$170,000,000 from the United States Environmental Protection Agency for the purpose of paying eligible costs of enhancing the City's water delivery system; authorizing and providing for the execution and delivery of a WIFIA Loan Agreement and WIFIA Term Sheet relating to such loan; authorizing and providing for the issuance of a general obligation alternate revenue bond in evidence of such borrowing; providing for the imposition of taxes to pay the same and for the collection, segregation and distribution of the net revenues derived by the City from its water delivery system for the payment of said bond; authorizing the issuance of the bond to the United States Environmental Protection Agency; authorizing the establishment of a bond fund and accounts therein for the payment of such bond; and authorizing certain related actions in connection with the issuance of such bond.

Public Works Committee Report:

Economic Development Committee Report:

1. EDC 2025-65 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)
2. EDC 2025-66 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)

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

3. CC 2025-08 Public Works and Parks Department Facility Update
 - a. Resolution Approving an Amendment to a Professional Services Agreement with Kluber, Inc. for the Design of a Public Work Facility
4. CC 2025-09 Lake Michigan Water Project Update

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: January 21, 2026 – 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: February 3, 2026 – 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: March 5, 2026 – 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		

PUBLIC WORKS: January 20, 2026 – 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
Tuesday, January 13, 2026
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PUBLIC HEARING:

1. Yorkville School District 115 – Annexation Agreement

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

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

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

Removed _____

Notes _____

2. Bill Payments for Approval

Approved _____

As presented

As amended

Notes _____

MAYOR'S REPORT:

1. CC 2026-01 Resolution Approving a Settlement Agreement (Whispering Meadows Community Association, Inc.)

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

Removed _____

Notes _____

2. CC 2026-02 Ordinance authorizing the borrowing of an aggregate principal amount of not to exceed \$170,000,000 from the United States Environmental Protection Agency for the purpose of paying eligible costs of enhancing the City’s water delivery system; authorizing and providing for the execution and delivery of a WIFIA Loan Agreement and WIFIA Term Sheet relating to such loan; authorizing and providing for the issuance of a general obligation alternate revenue bond in evidence of such borrowing; providing for the imposition of taxes to pay the same and for the collection, segregation and distribution of the net revenues derived by the City from its water delivery system for the payment of said bond; authorizing the issuance of the bond to the United States Environmental Protection Agency; authorizing the establishment of a bond fund and accounts therein for the payment of such bond; and authorizing certain related actions in connection with the issuance of such bond.

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

ECONOMIC DEVELOPMENT COMMITTEE REPORT:

1. EDC 2025-65 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)

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

2. EDC 2025-66 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)

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

MAYOR'S REPORT (CONT'D):

3. CC 2025-08 Public Works and Parks Department Facility Update
a. Resolution Approving an Amendment to a Professional Services Agreement with Kluber, Inc. for the Design of a Public Work Facility

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

4. CC 2025-09 Lake Michigan Water Project Update

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

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



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

Public Hearing #1

Tracking Number

Agenda Item Summary Memo

Title: PZC 2025-14 Yorkville School District 115 (Annexation Agreement)

Meeting and Date: City Council – January 13, 2026

Synopsis: PUBLIC HEARING for requested annexation to accommodate public school facility.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Sara Mendez Community Development
Name Department

Agenda Item Notes:

See attached memo.



Memorandum

To: City Council
From: Sara Mendez, Senior Planner
CC: Bart Olson, City Administrator
Krysti Barksdale-Noble, Community Development Director
David Hansen, Senior Planner
Date: January 5, 2026
Subject: **PZC 2025-14 YSD 115**
PUBLIC HEARING: Proposed Annexation Agreement Request

SUMMARY:

An application for annexation has been submitted by Heather DiVerde, on behalf of the Yorkville School District 115, to the United City of Yorkville, Kendall County, Illinois. The request is seeking approval to annex three (3) parcels #02-30-400-006, #02-31-226-002, and #02-29-300-002 totaling approximately 155-acres and is generally located north of River Road, west of Game Farm Road, and east of Eldamain Road. Additionally, the petitioner is seeking approval for rezoning the three (3) subject parcels from the R-1 Single-Family Suburban Residence District to PI Public Institutional District accommodate public school facilities, contingent upon approval of annexation by the City Council.



YSD 115

United City of Yorkville, Illinois
Date: September 23, 2025
Data: Kendall County



PROPERTY BACKGROUND:

The subject property is currently unincorporated and zoned A-1 Agricultural in Kendall County. It comprises three (3) parcels totaling approximately 155-acres.

Parcel #02-29-300-002 is adjacent to the Yorkville School District (YSD) 115 high school and includes a portion of the school building, as well as the baseball field and pickleball courts. Parcels #02-30-400-006 and #02-31-226-002 are nonadjacent to parcel #02-29-300-002 but located directly west of the high school and is utilized as farmland.

ANNEXATION AGREEMENT:

As mentioned, the applicant seeks annexation of three (3) unincorporated parcels, #02-30-400-006, #02-31-226-002, and #02-29-300-002 totaling approximately 155-acres to accommodate public school facilities. Contiguity of subject parcels #02-30-400-006 and #02-31-226-002 and Yorkville’s current corporate boundary is established immediately north of John Street (Rush Copley). Contiguity of subject parcel #02-29-300-002 and Yorkville’s current corporate boundary is established immediately west of Game Farm Road (Yorkville School District 115 High School).

Annexation is contingent upon City Council approval of a requested rezoning to the PI Public Institutional District.

THE COMPREHENSIVE PLAN

The 2016 Comprehensive Plan Update designates parcels #02-30-400-006 and #02-31-226-002 as “Parks and Open Space” and parcel #02-29-300-002 “Institutional”.

The “Parks and Open Space” designation is meant to preserve recreational areas and open space for either public or private use. Upon approval of the annexation and rezoning, the Comprehensive Plan will require an amendment to reflect the new PI Public Institutional zoning district. The 110-acre subject property’s future land use designation will be revised from “Parks and Open Space” to “Institutional (I)”

The Institutional designation is generally intended for Yorkville municipal facilities, Kendall County government offices, and facilities of other entities, including the Bristol-Kendall Fire Protection District, the Yorkville-Bristol Sanitary District, Yorkville Community Unit School District 115, and other government facilities.

Parcel #02-29-300-002 aligns with the 2016 Comprehensive Plan. Upon approval of the annexation and rezoning, no update to the Comprehensive Plan would be necessary for the 45-acre subject property.



FUTURE ROAD CONNECTION AND LAND PLAN:

The City’s 2016 Comprehensive Plan indicates the extension of Beecher Road from John Street to River Road, see image to the right, through two (2) of the subject parcels (PINS #02-30-400-006 and #02-31-226-002). At this time, the School District has indicated to staff at the November 13, 2025, Plan Council meeting, they do not plan to connect Beecher Road to River Road.



Additionally, the Yorkville School District 115 is not pursuing a land plan currently. Therefore, when the school submits a land plan, the plan will be reviewed by the City and likely require a Planned Unit Development due to the acreage of the property exceeding 4-acres and potential for multiple buildings on the site.

STAFF COMMENTS:

The petitioner is requesting a straightforward annexation of the subject property into the City of Yorkville without seeking any relief or variances from the PI Public Institutional District zoning. Staff is supportive of the request for annexation as it would address the need to expand the district's facility to ensure adequate accommodations for Yorkville's continuing growth.

ATTACHMENTS:

1. Draft Annexation Agreement
2. Plan Council memo dated 10.27.25
3. Public Hearing Notice
4. Annexation Application

Ordinance No. 2026-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT
BY AND BETWEEN THE UNITED CITY OF YORKVILLE AND
YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115**

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, Yorkville Community Unit School District 115 (the "*Owner*"), desires to enter into an Annexation Agreement (the "*Agreement*"), regarding property owned by the Owner which is approximately 155 acres legally described and identified in the Agreement, attached hereto as Exhibit A (the "*Subject Property*"); and

WHEREAS, the Subject Property is contiguous with the existing corporate limits of the City and is not within the boundary of any other city; and

WHEREAS, a public hearing was conducted by the Mayor and City Council (the "*Corporate Authorities*") on the Agreement on January 13, 2025, and all notices required by law have been given by the City and Owner; and

WHEREAS, the statutory procedures provided in Section 11-15.1-1 of the Illinois Municipal Code for the execution of the annexation agreement have been fully complied with; and

WHEREAS, the Corporate Authorities have concluded that the approval and execution of the proposed Agreement, attached hereto, is in the best interests of the health, safety, and welfare of the City.

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

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

Section 2. The *Annexation Agreement* attached hereto and made a part hereof by reference as Exhibit A, be and is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver said Agreement.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2026.

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. 2026.

MAYOR

Attest:

CITY CLERK

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter (“*Agreement*”)), is made and entered into this ___ day of _____ 2025, by and between the United City of Yorkville, a municipal corporation, hereinafter referred to as “*City*” and the Board of Education of Yorkville Community Unit School District 115, hereinafter referred to as “*Owner*”.

WITNESSETH:

WHEREAS, the Owner owns fee simple interest to the real property, which is legally described in *Exhibit A*, attached hereto, and further depicted in the Plats of Annexation attached hereto as *Exhibit B* and *Exhibit C*, consisting of approximately 155 acres, more or less (the “*Subject Property*”); and

WHEREAS, it is the desire of the Owner to provide for the annexation of the Subject Property and to use the Subject Property in accordance with the terms of this Agreement and the ordinances of the City; and, to provide that when annexed, the Subject Property is to be zoned as PI Public Institutional District; and

WHEREAS, it is the desire of the Mayor and City Council (the “*Corporate Authorities*”) to annex the Subject Property and permit the zoning, all being pursuant to the terms and conditions of this Agreement and the ordinances of the City; and

WHEREAS, Owner 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, all as required by the provisions of the City's Zoning Code and the Municipal Code; and

WHEREAS, the Owner and City agree that upon Annexation to the City of the Subject Property shall be placed in the PI Public Institutional District; and

WHEREAS, in accordance with the powers granted to the City by the provisions of Section 11-15.1-1 *et seq.* of the Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*), relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the future annexation, and zoning 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 Owner agree as follows:

Section 1. Annexation.

The Owner has filed with the Clerk of the City a duly and properly executed petition pursuant to, and in accordance with, the provisions of Section 5/7-1-1 *et seq.* of the Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville.

Section 2. Zoning.

The City hereby agrees, contemporaneously with annexation, that the City shall undertake procedures as required by the City's Unified Development Ordinance to rezone the Subject Property as PI Public Institutional District.

Section 3. Binding Effect and Term.

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, 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 4. 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.

Before any failure of any part of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice 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 Owner: Yorkville Community Unit School District
800 Game Farm Road
Yorkville, Illinois 60560
Attn: Superintendent

With a copy to: Hodges Loizzi, Eisenhammer, Rodick & Kohn LLP
500 Park Boulevard,
Suite 1000
Itasca, IL 60143
Attn: Kerry B. Pipal

Section 5. Agreement to Prevail over Ordinances.

In the event of any conflict between this Agreement and any ordinances of the City in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provisions of this Agreement shall prevail to the of any such conflict or inconsistency.

Section 6. 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.

[Remainder of page intentionally blank, signature page follows]

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

BOARD OF EDUCATION OF
YORKVILLE COMMUNITY UNIT
SCHOOL DISTRICT 115

By: _____

parcels #02-30-400-006 & #02-31-226-002

Exhibit A

STATE OF ILLINOIS)

)SS

COUNTY OF LASALLE)

To: CHICAGO TITLE INSURANCE COMPANY

This is to certify that this map or plat and the survey on which it was based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys jointly established and adopted by ALTA, and NSPS, and does not include Table A items. The initial fieldwork was completed on 09/06/2024.

Legal Description as Provided on Title Commitment

The East Half of the Northeast Quarter (Except 10.41 acres on the North End thereof), and the East Half of the Southeast Quarter of Section 30, and that part of the East Half of the Northeast Quarter of Section 31 North of the Fox River, containing 20.42 acres, all in Township 37 North, Range 7 East of the Third Principal Meridian, situated in the Town of Bristol, in the County of Kendall, and State of Illinois; subject to the Right-of-Way for Highway Purposes described in Deed Record 72 Page 560 and Deed Record 98 Page 131, Records of Kendall County, Illinois.

Exception 1

(EXCEPTING THEREFROM) The tract of land described in the Warranty Deed, dated June 7th, 1947, Made by Edward J. Heinz and Mary D. Heinz, his wife, to Laurence J. Flynn, Alma Flynn, William C. Buckberg, recorded in Warranty Deed Record 97 Page 435, Records of Kendall County, Illinois.

Exception 2

(AND EXCEPTING) That part of the East Half of the Southeast Quarter of Section 30 and of the East Half of the Northeast Quarter of Section 31, Township 37 North Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Section 31; thence South along the East line of said Section 31, 277.6 feet to the centerline of the North River road; thence South 86 degrees 06 minutes 00 seconds West along said Centerline 746.6 feet; thence South 84 degrees 36 minutes 00 seconds West along said Centerline 292.35 feet for the Point of Beginning; thence North 00 degrees 53 minutes 00 seconds East

403.95 feet; thence North 87 degrees 12 minutes 00 seconds West 295.1 feet to the West line of the Southeast Quarter of the East Half of said Section 30; thence South 00 degrees 53 minutes 00 seconds West along said West line and the West line of the East Half of the Northeast Quarter of Section 31, 454 feet to said Centerline of North River Road; thence North 82 degrees 46 minutes 00 seconds East along said centerline 202.65 feet; thence North 84 degrees 23 minutes 00 seconds East along said Centerline 93.7 feet to the Point of Beginning, in the Township of Bristol, Kendall County, Illinois.

Exception 3

(AND ALSO EXCEPTING) That part of the Northeast Quarter of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 39 minutes 10 seconds East along the East line of said Northeast Quarter 378.90 feet to the North Right-of-Way line of U.S. Route No. 34 for a Point of Beginning; thence South 00 degrees 39 minutes 10 seconds East along said East line, 1532.20 feet; thence South 89 degrees 05 minutes 00 seconds West 1322.55 feet to the West line of the East Half of said Northeast Quarter; thence Northerly along said West line, 1670.29 feet to said North Right-of-Way line; thence Easterly along said North line, 1330.88 feet to said North Right-of-Way line; Thence Easterly along said North line, 1330.88 feet to the Point of beginning in Bristol Township, Kendall County, Illinois and containing 48.647 acres.

Exception 4

(AND ALSO EXCEPTING) That part of the East Half of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian being described as follows: Commencing at a found Stone at the Southeast corner of said Section 30; thence North 01 degree 10 minutes 20 seconds West along the East line of said Section 30, a distance of 2650.43 feet to the East Quarter corner of said Section 30 for the Point of Beginning; thence South 01 degrees 10 minutes 20 seconds East along said East line, 502.04 feet; thence South 88 degrees 45 minutes 41 seconds West 2.48 feet; thence North 01 degree 14 minutes 18 seconds West, 1241.43 feet; thence North 88 degrees 29 minutes 52 seconds East, 2.19 feet to a point on said East line, said Point being 739.40 feet Northerly of said East Quarter corner; thence South 01 degree 18 minutes 22 seconds East along said East line, 739.40 feet to the Point of Beginning, all in Township of Bristol, Kendall County, Illinois.

SCHEDULE B - PART II

General Exceptions

1. Rights or claims of parties in possession not shown by Public Records (Not known to surveyor at time of Survey.)

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (Not known to surveyor at time of Survey.)

3. Easements, or claims of easements, not shown by the Public Records. (Not known to surveyor at time of Survey.)

4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records (Not known to surveyor at time of Survey.)

5. Taxes or special assessments which are not shown as existing liens by the Public Records (Not known to surveyor at time of Survey.)

21. Rights of the Public, the State of Illinois, and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein. North River Road: County of Kendall (As shown on Survey.)

22. Rights of Way for drainage tiles, ditches, feeders, laterals, and underground pipes, if any. (As shown on Survey.)

24. Easement Contract Grant of Permanent Sewer and Water easement and Temporary Construction Easement recorded July 27, 1994 as document 9407616 (1994-07616), made by Merchants National Bank of Aurora, as Trustee under Trust Agreement dated October 2, 1973 and known as Trust Number 2175 to the City of Yorkville, a municipal corporation of Illinois (As shown on Survey.)

25. Water lines and manholes appurtenant to the easement shown above, as shown on Plat of Survey made by R.B. & Associates Land Surveyors, Inc. dated February 26, 2004 JOB#2004-11888-001 b (As shown on Survey.)

26. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: Illinois Bell Telephone Company, it's successors and assigns.

Purpose: Easement

Recording Date: February 27, 1974

Recording No.: 74-752

Affects: The S1/2 (South Half) of a public road known as U.S.

Route 34 in the East 1/2 (East Half) of the NE 1/4 (Northeast Quarter) 30-37-7 (Section 30, Township 37 North, Range 7 East) (Easement is in no part contained within the bounds of this parcel. See description and area marked "Exception 3", wherein above easement is contained in-whole or in-part.)

27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Yorkville-Bristol Sanitary District

Purpose: Easement

Recording Date: December 14, 2004

Recording No.: 200400034866

(As shown on Survey.)

YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT

PARCEL 02-29-300-002

THAT PART OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG THE EXTENSION OF THE SOUTHERLY LINE OF SAID SUBDIVISION, TO THE CENTER LINE OF GAME FARM ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE OF GAME FARM ROAD TO THE SOUTHERLY LINE OF LOT 8 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN BY PLAT BOOK 1 PAGE 81; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTHERLY, ALONG SAID WEST LINE, TO THE CENTERLINE OF BLACKBERRY CREEK; THENCE WESTERLY AND NORTHERLY, ALONG SAID CENTERLINE, TO THE SOUTHERLY LINE EXTENDED WESTERLY OF SAID CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG SAID EXTENDED LINE AND THE SOUTHERLY LINE TO THE POINT OF BEGINNING, IN THE UNITED CITY YORKVILLE, KENDALL COUNTY, ILLINOIS.

PLAT OF ANNEXATION TO THE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS



0 500 1000
SCALE FEET

P.I.N.S 02-30-400-006
02-31-226-002

STATE OF ILLINOIS)
COUNTY OF KENDALL)ss

THIS IS TO CERTIFY THAT THE TERRITORY DESCRIBED AND SHOWN HEREON WAS INCORPORATED INTO AND MADE A PART OF THE UNITED CITY OF YORKVILLE, ILLINOIS BY ORDINANCE No. _____, ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20____.

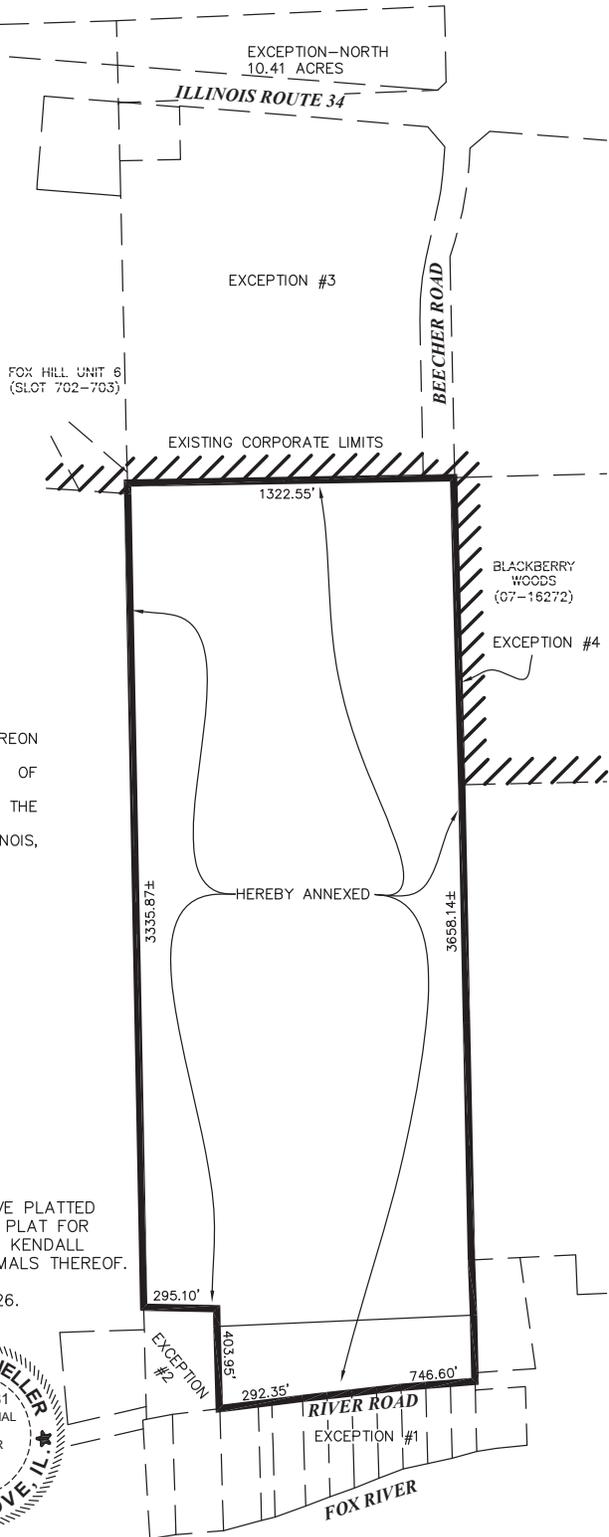
CITY CLERK

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

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES, INC. HAVE PLATTED THE PROPERTY DESCRIBED HEREON, AS SHOWN BY THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

DATED AT SUGAR GROVE, ILLINOIS, THIS 6th DAY OF JANUARY 2026.

BY: 
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3581
(EXP. 11/30/26)



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

PROJECT NO: Y02529
FILE NO: Y02529 ANNEX 02-31-226-002

PLAT OF ANNEXATION TO THE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS

THE EAST HALF OF THE NORTHEAST QUARTER (EXCEPT 10.41 ACRES ON THE NORTH END THEREOF), AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, AND THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31 NORTH OF THE FOX RIVER, CONTAINING 20.42 ACRES, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE TOWN OF BRISTOL, IN THE COUNTY OF KENDALL, AND STATE OF ILLINOIS; SUBJECT TO THE RIGHT-OF-WAY FOR HIGHWAY PURPOSES DESCRIBED IN DEED RECORD 72 PAGE 560 AND DEED RECORD 98 PAGE 131, RECORDS OF KENDALL COUNTY, ILLINOIS.

EXCEPTION 1

(EXCEPTING THEREFROM) THE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED, DATED JUNE 7TH, 1947, MADE BY EDWARD J. HEINZ AND MARY D. HEINZ, HIS WIFE, TO LAURENCE J. FLYNN, ALMA FLYNN, WILLIAM C. BUCKBERG, RECORDED IN WARRANTY DEED RECORD 97 PAGE 435, RECORDS OF KENDALL COUNTY, ILLINOIS.

EXCEPTION 2

(AND EXCEPTING) THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30 AND OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 31, 277.6 FEET TO THE CENTERLINE OF THE NORTH RIVER ROAD; THENCE SOUTH 86 DEGREES 06 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE 746.6 FEET; THENCE SOUTH 84 DEGREES 36 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE 292.35 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 53 MINUTES 00 SECONDS EAST 403.95 FEET; THENCE NORTH 87 DEGREES 12 MINUTES 00 SECONDS WEST 295.1 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE EAST HALF OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, 454 FEET TO SAID CENTERLINE OF NORTH RIVER ROAD; THENCE NORTH 82 DEGREES 46 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE 202.65 FEET; THENCE NORTH 84 DEGREES 23 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE 93.7 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

EXCEPTION 3

(AND ALSO EXCEPTING) THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 39 MINUTES 10 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 378.90 FEET TO THE NORTH RIGHT-OF-WAY LINE OF U.S. ROUTE NO. 34 FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 39 MINUTES 10 SECONDS EAST ALONG SAID EAST LINE, 1532.20 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 00 SECONDS WEST 1322.55 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER; THENCE NORTHERLY ALONG SAID WEST LINE, 1670.29 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE EASTERLY ALONG SAID NORTH LINE, 1330.88 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE EASTERLY ALONG SAID NORTH LINE, 1330.88 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 48.647 ACRES.

EXCEPTION 4

(AND ALSO EXCEPTING) THAT PART OF THE EAST HALF OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND STONE AT THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE NORTH 01 DEGREE 10 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 2650.43 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 30 FOR THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 10 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE, 502.04 FEET; THENCE SOUTH 88 DEGREES 45 MINUTES 41 SECONDS WEST 2.48 FEET; THENCE NORTH 01 DEGREE 14 MINUTES 18 SECONDS WEST, 1241.43 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 52 SECONDS EAST, 2.19 FEET TO A POINT ON SAID EAST LINE, SAID POINT BEING 739.40 FEET NORTHERLY OF SAID EAST QUARTER CORNER; THENCE SOUTH 01 DEGREE 18 MINUTES 22 SECONDS EAST ALONG SAID EAST LINE, 739.40 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS



Engineering Enterprises, Inc. CONSULTING ENGINEERS

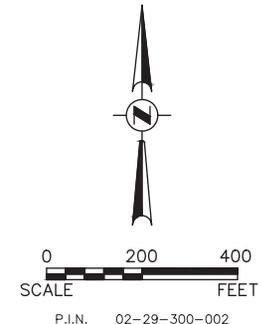
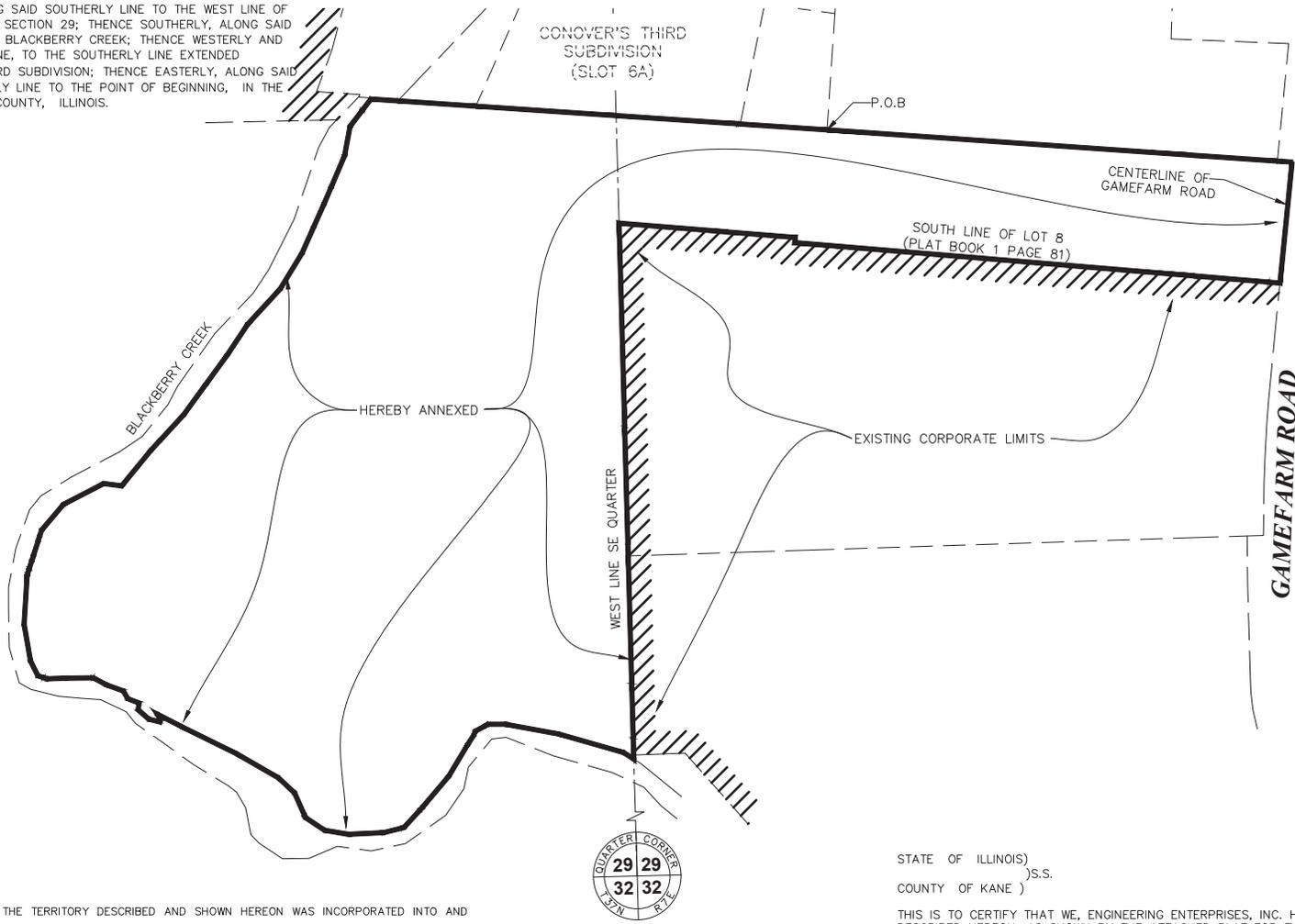
52 Wheeler Road
Sugar Grove, Illinois 60554
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PROJECT NO: Y02529
FILE NO: Y02529 ANNEX 02-31-226-002

LEGAL DESCRIPTION:

THAT PART OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG THE EXTENSION OF THE SOUTHERLY LINE OF SAID SUBDIVISION, TO THE CENTER LINE OF GAME FARM ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE OF GAME FARM ROAD TO THE SOUTHERLY LINE OF LOT 8 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN BY PLAT BOOK 1 PAGE 81; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTHERLY, ALONG SAID WEST LINE, TO THE CENTERLINE OF BLACKBERRY CREEK; THENCE WESTERLY AND NORTHERLY, ALONG SAID CENTERLINE, TO THE SOUTHERLY LINE EXTENDED WESTERLY OF SAID CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG SAID EXTENDED LINE AND THE SOUTHERLY LINE TO THE POINT OF BEGINNING, IN THE UNITED CITY YORKVILLE, KENDALL COUNTY, ILLINOIS.

PLAT OF ANNEXATION TO THE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS



STATE OF ILLINOIS)
COUNTY OF KENDALL)ss

THIS IS TO CERTIFY THAT THE TERRITORY DESCRIBED AND SHOWN HEREON WAS INCORPORATED INTO AND MADE A PART OF THE UNITED CITY OF YORKVILLE, ILLINOIS BY ORDINANCE No. _____, ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20__.

CITY CLERK

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

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES, INC. HAVE PLATTED THE PROPERTY DESCRIBED HEREON, AS SHOWN BY THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF MONTGOMERY, KANE COUNTY, ILLINOIS. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

DATED AT SUGAR GROVE, ILLINOIS, THIS 25th DAY OF SEPTEMBER 2025.

BY: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3581
(EXP. 11/30/26)



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

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

NO.	DATE	REVISIONS

DATE: SEPTEMBER 25, 2025
PROJECT NO. Y02529
FILE NO Y02529 ANNEX HS
PAGE 1 OF 1

Ordinance No. 2026-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS
ANNEXING CERTAIN TERRITORY LOCATED GENERALLY NORTH
OF RIVER ROAD, WEST OF GAME FARM ROAD, AND EAST OF
ELDAMAIN ROAD, TO THE UNITED CITY OF YORKVILLE
(Yorkville School District 115)**

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

WHEREAS, a duly executed *PETITION FOR ANNEXATION*, signed by an authorized representative of Yorkville Community Unit School District 115, the owner of record, has been filed with the City, requesting that certain territory legally described hereinafter be annexed to the City; and

WHEREAS, there are no electors residing within said territory; and

WHEREAS, the said territory is not within the corporate limits of any municipality, but is contiguous to the City; and

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by state statute; and

WHEREAS, the legal owners or record of said territory and the City have entered into a valid and binding annexation agreement relating to such territory; and

WHEREAS, all petitions, documents and other necessary legal requirements are in full compliance with the terms of the annexation agreement and with the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code; and

WHEREAS, it is in the best interests of the City that said territory be annexed.

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

Section 1. That the property to be annexed is identified by property index numbers 02-30-400-006, 02-31-226-002, and 02-29-300-002 and legally described and depicted in the Plats of Annexation, attached hereto as *Exhibit A* and *Exhibit B*.

Section 2. That the territory described in Section 1 above is hereby annexed to the United City of Yorkville, Illinois.

Section 3. That the City Clerk is hereby directed within 90 days from the effective date of this ordinance to record or cause to be recorded with the Office of the Kendall County Recorder and to file with the Kendall County Clerk a certified copy of this Ordinance, together with each *Plat of Annexation* appended to this Ordinance.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2026.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

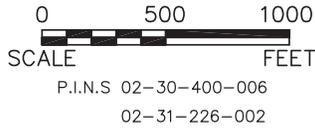
APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2026.

MAYOR

Attest:

CITY CLERK

PLAT OF ANNEXATION TO THE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS



STATE OF ILLINOIS)
COUNTY OF KENDALL)^{ss}

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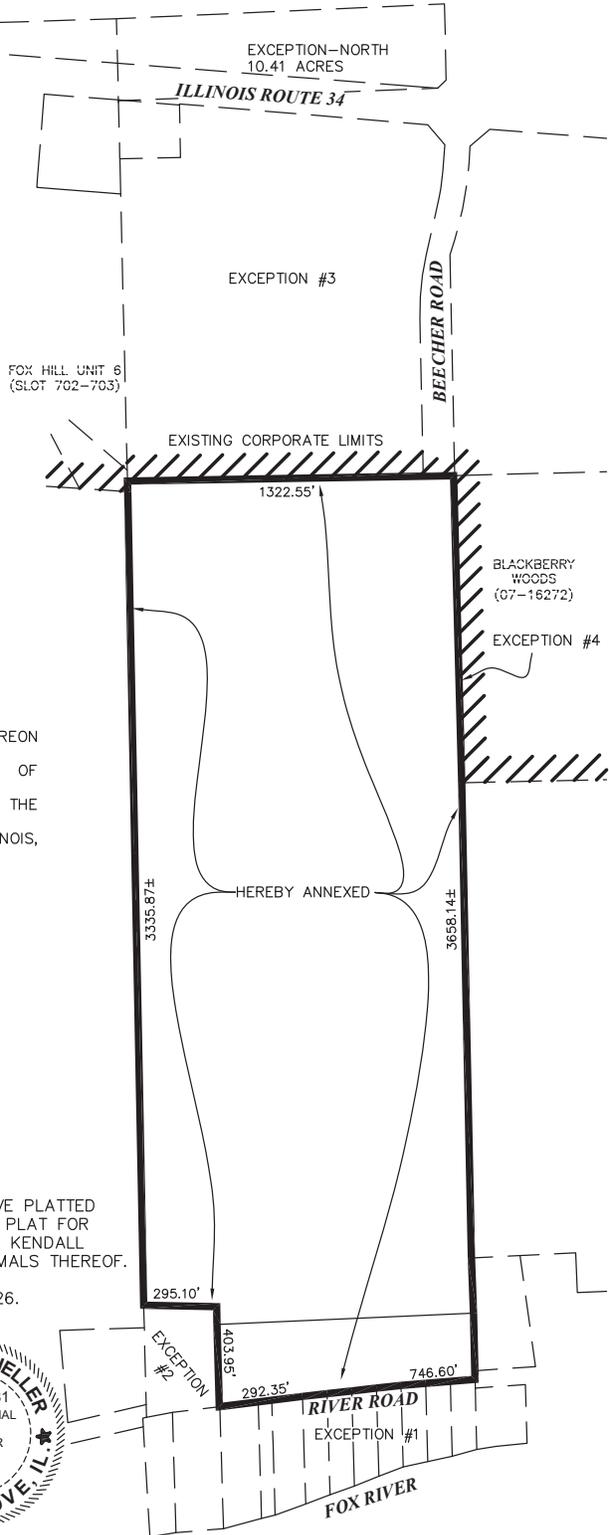
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DATED AT SUGAR GROVE, ILLINOIS, THIS 6th DAY OF JANUARY 2026.

BY: 
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3581
(EXP. 11/30/26)



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

PROJECT NO: Y02529
FILE NO: Y02529 ANNEX 02-31-226-002

PLAT OF ANNEXATION TO THE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS

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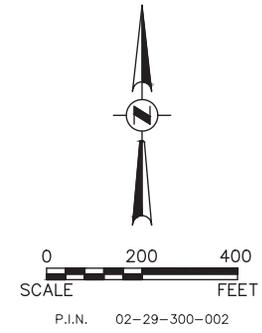
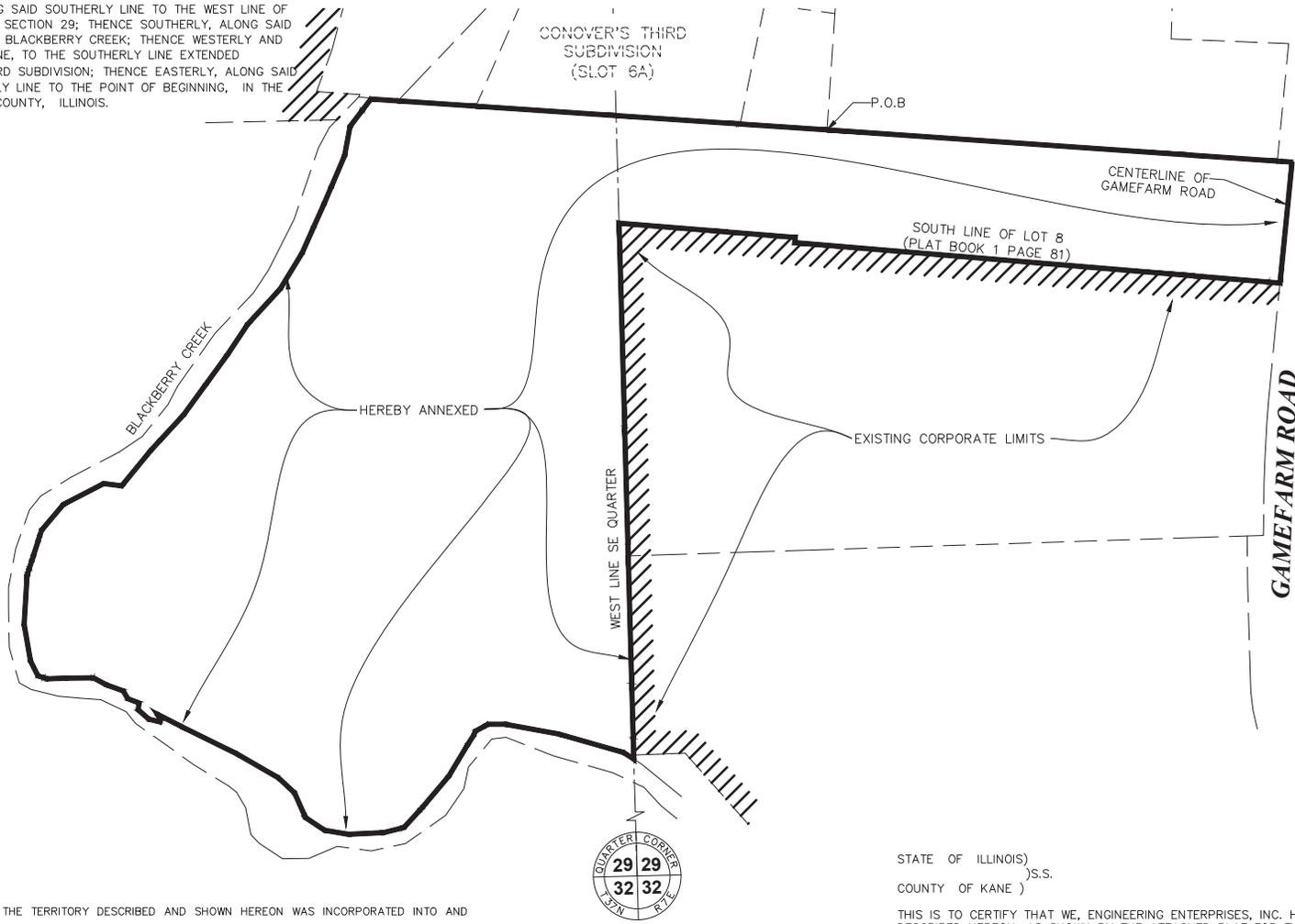
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PROJECT NO: Y02529
FILE NO: Y02529 ANNEX 02-31-226-002

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PLAT OF ANNEXATION TO THE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS



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CITY CLERK

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DATED AT SUGAR GROVE, ILLINOIS, THIS 25th DAY OF SEPTEMBER 2025.

BY: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3581
(EXP. 11/30/26)



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

NO.	DATE	REVISIONS

DATE: SEPTEMBER 25, 2025
PROJECT NO. Y02529
FILE NO Y02529 ANNEX HS
PAGE 1 OF 1



Memorandum

To: Plan Council
From: Sara Mendez, Senior Planner
Date: October 27, 2025
Subject: **PZC 2025-14 YSD 115**
Proposed Annexation & Rezoning Request for school facilities

I have reviewed the annexation and rezoning applications for the subject parcels submitted by Heather DiVerde, on behalf of the Yorkville School District 115. The real property consists of three (3) parcels totaling approximately 155-acres and is generally located north of River Road, west of Game Farm Road, and east of Eldamain Road. The petitioner is seeking approval for the annexation and rezoning from the R-1 Single-Family Suburban Residence District to PI Public Institutional District of parcels #02-30-400-006 and #02-31-226-002 to accommodate public school facilities.

Based upon my review of the application documents and plans, I have compiled the following comments:

ANNEXATION COMMENTS:

1. Contiguity of subject parcels #02-30-400-006 and #02-31-226-002 and Yorkville's current corporate boundary is established immediately north of John Street (Rush Copley)
2. Contiguity of subject parcel #02-29-300-002 and Yorkville's current corporate boundary is established immediately west of Game Farm Road (Yorkville School District 115 High School)
3. Per Section 10-3-4 of the Yorkville Unified Development Ordinance (UDO), any territory annexed into the city shall automatically be classified within the R-1 Single-Family Suburban Residence District.
4. **Any approval of the requested rezoning is contingent upon the approval of the annexation petition.**

REZONING COMMENTS:

1. Per Table 10-3-12(B) Institutional, Public, and Utility Uses of the United City of Yorkville's Unified Development Ordinance, schools, public or private, are a permitted use in the R-1 Single-Family Suburban Residence District and PI Public Institutional District.
2. **Although schools are allowed in the R-1 district, staff is recommending the petitioner rezone all three (3) subject parcels to the PI district.**
3. **Staff is requesting the petitioner verify if they intend to rezone all three (3) parcels to the PI district or solely parcels #02-30-400-006 and #02-31-226-002.**
4. Section 10-8-12 of the Unified Development Ordinance states specific standards for rezoning which all recommendation bodied will review. The petitioner has provided responses to the established standards for each of the criteria provided in the application.

PROPERTY BACKGROUND:

The subject property is currently unincorporated and zoned A-1 Agricultural in Kendall County. It comprises three (3) parcels totaling approximately 155-acres.

Below is a map indicating each parcel for reference. Parcel #02-29-300-002 is adjacent to the Yorkville School District (YSD) 115 high school and includes a portion of the school building, as well as the baseball field and pickleball courts. Parcels #02-30-400-006 and #02-31-226-002 are nonadjacent to parcel #02-29-300-002 but located directly west of the high school and is utilized as farmland.



YSD 115

United City of Yorkville, Illinois
 Date: September 23, 2025
 Data: Kendall County



Due to Yorkville’s growing population, the proposed annexation and rezoning of the three (3) parcels addresses a critical community need of providing adequate space for public school facilities. According to the School District’s rezoning application, the student population has increased by 4,744 students since 2002. The last school buildings were constructed in 2009, when enrollment was approximately 5,100 students. As of 2025, the student population has reached approximately 7,151. In response to this significant growth over the past two decades, the district has emphasized the need to expand capacity at all grade levels to ensure adequate accommodations for Yorkville’s continuing development.

GENERAL ZONING/LAND USE COMMENTS:

Due to the subject parcels not being adjacent to each other, the following are the current immediate surrounding zoning and land uses of parcels #02-30-400-006 and #02-31-226-002 which are proposed to be rezoned:

	Zoning	Land Use
North	PI Public Institutional District	Kendall County Government Center
	B-3 General Business District (PUD)	Rush Copley
	R-3 Multi-Family Attached Residence District	Fox Hill
East	Unincorporated Kendall County	Farmland
	R-2 Single-Family Traditional Residence District	Blackberry Woods
	R-4 General Multi-Family Residence District	Blackberry Woods
	PI Public Institutional District	Yorkville School District (YSD) 115 High School
South	R-1 Single-Family Suburban Residence District	Cemetery
	Unincorporated Kendall County	Farmland
	R-1 Single-Family Suburban Residence District	Residential
West	Unincorporated Kendall County	Farmland

While below are the current immediate surrounding zoning and land uses of parcel #02-29-300-002 which is proposed to be rezoned:

	Zoning	Land Use
North	Unincorporated Kendall County	Farmland
	R-2 Single-Family Traditional Residence District	Blackberry Woods
	R-4 General Multi-Family Residence District	Blackberry Woods
East	PI Public Institutional District	Yorkville School District (YSD) 115 High School
	R-1 Single-Family Suburban Residence District	Cemetery
South	Unincorporated Kendall County	Farmland
West	Unincorporated Kendall County	Farmland

- a. **Petitioner has provided written responses to the Standards for Rezoning which will be entered into the record during the public hearing process.**

COMPREHENSIVE PLAN

The 2016 Comprehensive Plan Update designates parcels #02-30-400-006 and #02-31-226-002 as “Estate/Conservation Residential” and parcel #02-29-300-002 “Institutional”.

The “Estate/Conservation Residential (ECR)” is intended to provide flexibility for residential design which will accommodate low-density detached single-family housing. However, the Comprehensive Plan also states, “while the land use map should guide future land use and development and zoning decisions, it is also meant to be adjusted and changed when circumstances warrant a change in planning direction in a given area of the City.

- a) **If the annexation and rezoning are approved, staff would seek to amend the Comprehensive Plan to reclassify the 110-acre parcel as Institutional (I) which is consistent with the proposed land use.**

The Institutional designation is generally intended for Yorkville municipal facilities, Kendall County government offices, and facilities of other entities, including the Bristol-Kendall Fire Protection District, the Yorkville-Bristol Sanitary District, Yorkville Community Unit School District 115, and other government facilities.

- a) **Parcel #02-29-300-002 aligns the 2016 Comprehensive Plan. Therefore, if the annexation and rezoning were approved, no update to the Comprehensive Plan would be necessary.**

FUTURE LAND PLAN:

The Yorkville School District 115 is not pursuing a land plan currently. Therefore, when the school submits a land plan, the plan will be reviewed by the City.



ENGINEERING ENTERPRISES, INC.

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

October 21, 2025

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

**Re: YSD 115 – River Road Annexation
United City of Yorkville**

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Application for Annexation
- Application for Rezoning
- Other Supporting Documentation

Our review of these plans and reports are to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

1. Utility atlases for the area are attached to this letter.
2. Per City ordinances, the water main will be required to be looped. The ultimate routing will depend on the final planned use of the site.
3. Existing sanitary sewer is adjacent to the site and would be available for a connection.
4. The City has been planning for the extension of Beecher Road from John Street to River Road for quite some time. It is recommended that this roadway extension still be considered. A minimum of 100' of right-of-way should be acquired for this extension.
5. River Road is currently not constructed to City standards. Considerations for reconstruction, widening and adding safety enhancements should be part of the development process.

6. The following should be considered when proceeding with development of the property:
- a. Since the project is a non-residential development on more than 3 acres it must meet the stormwater detention requirements per the Stormwater Ordinance. A stormwater permit application in accordance with the United City of Yorkville Stormwater Management Ordinance will be required. This will include a drain tile survey.
 - b. Any impacts to wetlands should be designed in accordance with the United City of Yorkville's Wetland Protection Regulations.
 - c. A traffic impact study should be prepared to assist in determining the level of transportation improvements required.

If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.



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

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Gina Nelson, Admin Assistant (via email)
Ms. Sara Mendez, City Planner (via email)
Mr. David Hansen, Senior Planner (via email)
Ms. Jori Contrino, City Clerk (via email)
Building Department (via email) Bzpermits@yorkville.il.us
Ms. Heather DiVerde, YSD 115 (via email)
GRH, PGW2, EEI (via e-mail)



- 6" WATER MAIN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- 16" WATER MAIN
- - UNKNOWN WATER MAIN

EEI
 Engineering Enterprises, Inc.
 CONSULTING ENGINEERS
 53 Weaver Road
 Sugar Grove, Illinois 60154
 (815) 456-0700 / www.eeinc.com

United City of Yorkville
 651 Public Police Drive
 Yorkville, IL 60550
 (630) 553-4330
<http://www.cityofyorkville.com>

NO.	DATE	REVISIONS

DATE	OCTOBER 2010
PROJECT NO.	102628
PATH	H:\ENGINEERING\YORKVILLE\102628
FILE	102628 SCHOOL PROPERTY WATER LOCATION MAP

SCHOOL PROPERTY DEVELOPMENT

EXISTING WATER MAIN LOCATION MAP



- 4" SANITARY SEWER
- 6" SANITARY SEWER
- 8" SANITARY SEWER
- 10" SANITARY SEWER
- 12" SANITARY SEWER
- 14" SANITARY SEWER
- 16" SANITARY SEWER
- 16" SANITARY SEWER
- 18" SANITARY SEWER
- 20" SANITARY SEWER
- 21" SANITARY SEWER
- 27" SANITARY SEWER
- 24" SANITARY SEWER
- 30" SANITARY SEWER
- 36" SANITARY SEWER
- 42" SANITARY SEWER
- 48" SANITARY SEWER



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
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United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560
(630) 553-4250
http://www.yorkville.il.us

NO.	DATE	REVISIONS

DATE	OCTOBER 2011
PROJECT NO.	102108
PATH	# 04/06/08/01/YORKVILLE/0201
FILE	102108 - CIVIL/ONE DEVELOPMENT SANITARY

SCHOOL PROPERTY
DEVELOPMENT

SANITARY SEWER
LOCATION MAP

Sold To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville,IL 60560

Bill To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville,IL 60560

Certificate of Publication:

Order Number: 7908726
Purchase Order:

State of Illinois - Kendall

Chicago Tribune Media Group does hereby certify that it is the publisher of the The Beacon-News. The The Beacon-News is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Aurora, Township of Aurora, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 12/19/2025, and the last publication of the notice was made in the newspaper dated and published on 12/19/2025.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

PUBLICATION DATES: **Dec 19, 2025.**

The Beacon-News

In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

22nd Day of December, 2025, by

Chicago Tribune Media Group



Jeremy Gates

CHICAGO TRIBUNE

media group

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING ON AN ANNEXATION AGREEMENT
BEFORE
UNITED CITY OF YORKVILLE
CITY COUNCIL**

NOTICE IS HEREBY GIVEN THAT

Heather DiVerde, petitioner, on behalf of the Yorkville School District 115, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting annexation pursuant to an annexation agreement of a tract of property into the City's municipal boundary. The subject property consists of three (3) parcels totaling approximately 155 acres and generally located north of River Road, west of Game Farm Road, and east of Eldamian Road. Part of the land is currently undeveloped and used for farming, while another portion is occupied by the high school's facilities. The purpose of this annexation is to accommodate public school facilities.

The legal description of the subject parcels are as follows:

PARCEL ONE & TWO:

THE EAST HALF OF THE NORTHEAST QUARTER (EXCEPT 10.41 ACRES ON THE NORTH END THEREOF), AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, AND THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31 NORTH OF THE FOX RIVER, CONTAINING 20.42 ACRES, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE TOWN OF BRISTOL, IN THE COUNTY OF KENDALL, AND STATE OF ILLINOIS; SUBJECT TO THE RIGHT-OF-WAY FOR HIGHWAY PURPOSES DESCRIBED IN DEED RECORD 72 PAGE 560 AND DEED RECORD 98 PAGE 131, RECORDS OF KENDALL COUNTY, ILLINOIS.

EXCEPTION 1

(EXCEPTING THEREFROM) THE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED, DATED JUNE 7TH, 1947, MADE BY EDWARD J. HEINZ AND MARY D. HEINZ, HIS WIFE, TO LAURENCE J. FLYNN, ALMA FLYNN, WILLIAM C. BUCKBERG, RECORDED IN WARRANTY DEED RECORD 97 PAGE 435, RECORDS OF KENDALL COUNTY, ILLINOIS.

EXCEPTION 2

(AND EXCEPTING) THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30 AND OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 31, 277.6 FEET TO THE CENTERLINE OF THE NORTH RIVER ROAD; THENCE SOUTH 86 DEGREES 06 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE 746.6 FEET; THENCE SOUTH 84 DEGREES 36 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE 292.35 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 53 MINUTES 00 SECONDS EAST 403.95 FEET; THENCE NORTH 87 DEGREES 12 MINUTES 00 SECONDS WEST 295.1 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE EAST HALF OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, 454 FEET TO SAID CENTERLINE OF NORTH RIVER ROAD; THENCE NORTH 82 DEGREES 46 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE 202.65 FEET; THENCE NORTH 84 DEGREES 23 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE 93.7 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

EXCEPTION 3

(AND ALSO EXCEPTING) THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 39 MINUTES 10 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 378.90 FEET TO THE NORTH RIGHT-OF-WAY LINE OF U.S. ROUTE NO. 34 FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES

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39 MINUTES 10 SECONDS EAST ALONG SAID EAST LINE, 1532.20 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 00 SECONDS WEST 1322.55 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER; THENCE NORTHERLY ALONG SAID WEST LINE, 1670.29 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE EASTERLY ALONG SAID NORTH LINE, 1330.88 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE EASTERLY ALONG SAID NORTH LINE, 1330.88 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 48.647 ACRES.

EXCEPTION 4

(AND ALSO EXCEPTING) THAT PART OF THE EAST HALF OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND STONE AT THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE NORTH 01 DEGREE 10 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 2650.43 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 30 FOR THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 10 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE, 502.04 FEET; THENCE SOUTH 88 DEGREES 45 MINUTES 41 SECONDS WEST 2.48 FEET; THENCE NORTH 01 DEGREE 14 MINUTES 18 SECONDS WEST, 1241.43 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 52 SECONDS EAST, 2.19 FEET TO A POINT ON SAID EAST LINE, SAID POINT BEING 739.40 FEET NORTHERLY OF SAID EAST QUARTER CORNER; THENCE SOUTH 01 DEGREE 18 MINUTES 22 SECONDS EAST ALONG SAID EAST LINE, 739.40 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

SCHEDULE B - PART II

GENERAL EXCEPTIONS

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS (NOT KNOWN TO SURVEYOR AT TIME OF SURVEY.)
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. (NOT KNOWN TO SURVEYOR AT TIME OF SURVEY.)
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS. (NOT KNOWN TO SURVEYOR AT TIME OF SURVEY.)
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL THERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS (NOT KNOWN TO SURVEYOR AT TIME OF SURVEY.)
5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS (NOT KNOWN TO SURVEYOR AT TIME OF SURVEY.)
21. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS, AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES, TOGETHER WITH UTILITY RIGHTS THEREIN. NORTH RIVER ROAD; COUNTY OF KENDALL (AS SHOWN ON SURVEY.)
22. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS, AND UNDERGROUND PIPES, IF ANY. (AS SHOWN ON SURVEY.)
24. EASEMENT CONTRACT GRANT OF PERMANENT SEWER AND WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT RECORDED JULY 27, 1994 AS DOCUMENT 9407616 (1994-07616), MADE BY MERCHANTS NATIONAL BANK OF AURORA, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 2, 1973 AND KNOWN AS TRUST NUMBER 2175 TO THE CITY OF YORKVILLE, A MUNICIPAL CORPORATION OF ILLINOIS (AS SHOWN ON SURVEY.)
25. WATER LINES AND MANHOLES APPURTENANT TO THE EASEMENT SHOWN ABOVE, AS SHOWN ON PLAT OF SURVEY MADE BY R.B. & ASSOCIATES LAND SURVEYORS, INC. DATED FEBRUARY 26, 2004 JOB#2004-11888-001 B (AS SHOWN ON SURVEY.)
26. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: ILLINOIS BELL TELEPHONE COMPANY, IT'S SUCCESSORS AND ASSIGNS.
PURPOSE: EASEMENT

RECORDING DATE: FEBRUARY 27 1974

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160 N Stetson Avenue, Chicago, IL 60601
(312) 222-2222 - Fax: (312) 222-4014

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RECORDING NO.: 74-752

AFFECTS: THE S1/2 (SOUTH HALF) OF A PUBLIC ROAD KNOWN AS U.S.ROUTE 34 IN THE EAST 1/2 (EAST HALF) OF THE NE 1/4 (NORTHEAST QUARTER) 30-37-7 (SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST) (EASEMENT IS IN NO PART CONTAINED WITHIN THE BOUNDS OF THIS PARCEL. SEE DESCRIPTION AND AREA MARKED "EXCEPTION 3", WHEREIN ABOVE EASEMENT IS CONTAINED IN-WHOLE OR IN-PART.)

27. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: THE YORKVILLE-BRISTOL SANITARY DISTRICT

PURPOSE: EASEMENT

RECORDING DATE: DECEMBER 14, 2004

RECORDING NO.: 200400034866

(AS SHOWN ON SURVEY.)

PARCEL THREE:

THAT PART OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG THE EXTENSION OF THE SOUTHERLY LINE OF SAID SUBDIVISION, TO THE CENTER LINE OF GAME FARM ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE OF GAME FARM ROAD TO THE SOUTHERLY LINE OF LOT 8 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN BY PLAT BOOK 1 PAGE 81; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTHERLY, ALONG SAID WEST LINE, TO THE CENTERLINE OF BLACKBERRY CREEK; THENCE WESTERLY AND NORTHERLY, ALONG SAID CENTERLINE, TO THE SOUTHERLY LINE EXTENDED WESTERLY OF SAID CONOVER'S THIRD SUBDIVISION; THENCE EASTERLY, ALONG SAID EXTENDED LINE AND THE SOUTHERLY LINE TO THE POINT OF BEGINNING, IN THE UNITED CITY YORKVILLE, KENDALL COUNTY, ILLINOIS.

PERMANENT TAX NUMBERS: **02-30-400-006, 02-31-226-002, and 02-29-300-002**

NOTICE IS HEREWITH GIVEN THAT the City Council for the United City of Yorkville will conduct a Public Hearing for the purpose of considering and hearing testimony as to a proposed annexation agreement related to the annexation to the City of the above-described tract of property on **Tuesday, January 13, 2026 at 7 p.m.** at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560. An accurate map of the property proposed to be annexed to the City and form of the proposed annexation agreement are on file in the office of the Community Development Director.

The public hearing may be continued from time to time to dates certain without further notice being published.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, and will be accepted up to the date of the public hearing. For more project information, please scan the QR code below.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.



JORI BEHLAND
City Clerk

December 19, 2025 - 7908726

Chicago Tribune - chicagotribune.com
160 N Stetson Avenue, Chicago, IL 60601
(312) 222-2222 - Fax: (312) 222-4014

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United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR ANNEXATION

INTENT AND PURPOSE

The purpose of this application is to allow unincorporated land that is contiguous and adjacent to the Yorkville corporate limits to annex into the City. All newly annexed land is automatically zoned to the most restrictive classification under the city's zoning ordinance (R-1 Single-Family Suburban Residence District). Therefore, all voluntary annexation petitions which are seeking a different zoning classification will have to adhere to the rezoning process outlined in "Title 10, Chapter 8, Section 12: Map Amendments."

This packet explains the process to successfully submit and complete an Application for Annexation. It includes a detailed description of the process, outlines required submittal materials, and contains the application.

For a complete explanation of what is legally required throughout the process, please refer to "Title 10, Chapter 8, Section 13 Annexations" of the Yorkville, Illinois Unified Development Ordinance.

APPLICATION PROCEDURE

STEP

1

APPLICATION SUBMITTAL

SUBMIT APPLICATION, FEES, AND PLANS TO THE COMMUNITY DEVELOPMENT DEPT.

The following must be submitted:

- One (1) original signed and notarized application.
- Legal description of the property in Microsoft Word.
- Three (3) copies each of the exhibits: proposed drawings, location map, and site plan. All exhibits and plans must be an appropriate size for all details and descriptions to be legible.
- Appropriate application and filing fee. Checks may be written to the United City of Yorkville.
- Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.
- One (1) electronic copy (PDF) of all materials submitted including application and exhibits.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. An incomplete submittal could delay the scheduling of the project.

The petitioner is responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the City to cover these fees.

Once a submitted and complete application is received, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.

STEP

2

PLAN COUNCIL

MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

This step is dependent on the complexity of requests and may be skipped at the discretion of staff.

The petitioner must present the proposed request to the Plan Council. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.



United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR ANNEXATION

STEP 3

ECONOMIC DEVELOPMENT COMMITTEE

MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner must present the proposed plan to the Economic Development Committee. The committee consists of four alderman who will provide feedback to the petitioner regarding their request. This feedback allows the petitioner to gather comments and concerns prior to full City Council considerations. It also allows the City Council members to review the request prior to its arrival at City Council.

STEP 4

CITY COUNCIL PUBLIC HEARING

MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

If there is **not a request for rezoning or variances as part of an Annexation Agreement**, then the request does not require a public hearing and the petitioner will proceed directly to Step 5.

If there is **a request for rezoning or variances as part of an Annexation Agreement**, a public hearing conducted by the City Council is required. The public hearing notice will be drafted by the City as well as published in a local newspaper. Additionally, a public hearing notice sign must be placed on the property no less than fifteen (15) days prior to the public hearing. The City Council will hold a public hearing on the request, take public comments and discuss the request.

STEP 5

CITY COUNCIL

MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

The petitioner will attend the City Council meeting where the annexation request will be reviewed. Depending on the complexity of the request this meeting may be held at the same meeting of the public hearing. If approved, City staff will have a drafted ordinance to be signed by the Council and must be recorded with the County Clerk before any further steps may be taken by the petitioner.

NECESSARY NOTIFICATIONS

The entities listed below must be notified in writing, by certified or registered mail, of the proposed annexations at least ten (10) days prior to the action taken at City Council. Notices must be delivered to the individual board members at their respective home addresses:

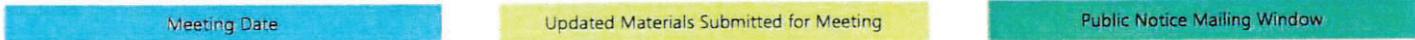
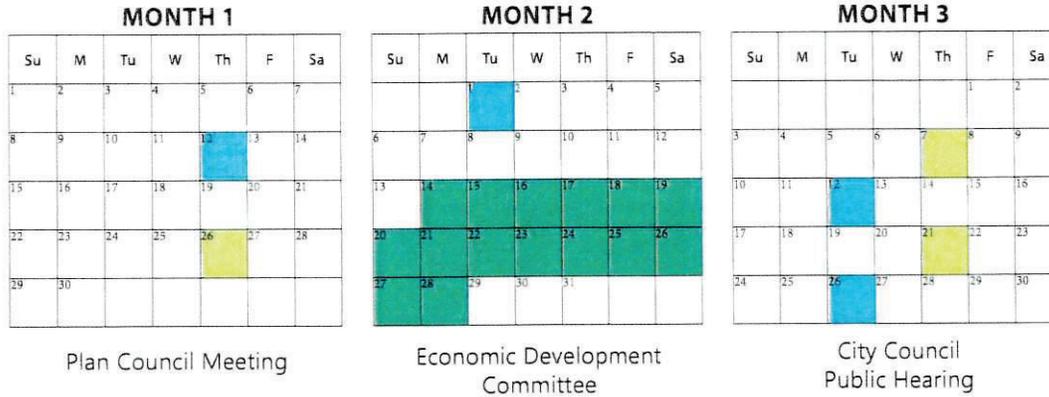
- Trustees of the fire protection district
- Township Highway Commissioner, Township Trustees, Township Supervisor, and Township Clerk, if land to be annexed includes any highway under township jurisdiction



United City of Yorkville
 651 Prairie Pointe Drive
 Yorkville, Illinois, 60560
 Telephone: 630-553-4350
 Fax: 630-553-7375
 Website: www.yorkville.il.us

APPLICATION FOR ANNEXATION

SAMPLE MEETING SCHEDULE



This is a sample of what a schedule may look like after submission. The Step 1 Submission must be completed before the Plan Council Meeting can be scheduled. This timeline represents an ideal schedule. Throughout the review process, there may be requests or changes to the submission requested by the committees which may delay the meeting schedule. As illustrated, there is a small amount of time between meeting dates and the deadline for updated materials to be submitted for review. Depending on the complexity and nature of the request, this timeline may be extended to give the petitioner and staff enough time to review requested updates to the submission.

DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the submission requirements. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The applicant has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The applicant has not responded in writing to a request for information or documentation from the initial planning and zoning commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011 and Section 10-8-2: General Application Requirements)



United City of Yorkville
 651 Prairie Pointe Drive
 Yorkville, Illinois, 60560
 Telephone: 630-553-4350
 Fax: 630-553-7575
 Website: www.yorkville.il.us

APPLICATION FOR ANNEXATION

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input checked="" type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$ 500
ANNEXATION	<input checked="" type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$ 1,300.25
$\begin{array}{r} 110.025 \\ - 5 = \\ \hline \end{array} = \begin{array}{r} 105.025 \\ \text{Acres over 5} \end{array} \times \$10 = \begin{array}{r} 1,050.25 \\ \text{Amount for Extra Acres} \end{array} + \$250 = \$ \begin{array}{r} 1,300.25 \\ \text{Total Amount} \end{array}$			
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres		Total: \$ 1,250.25
<i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>			
$\begin{array}{r} 110.025 \\ - 5 = \\ \hline \end{array} = \begin{array}{r} 105.025 \\ \text{Acres over 5} \end{array} \times \$10 = \begin{array}{r} 1,050.25 \\ \text{Amount for Extra Acres} \end{array} + \$200 = \$ \begin{array}{r} 1,250.25 \\ \text{Total Amount} \end{array}$			
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
$\begin{array}{r} \\ - 5 = \\ \hline \end{array} = \begin{array}{r} \\ \text{Acres over 5} \end{array} \times \$10 = \begin{array}{r} \\ \text{Amount for Extra Acres} \end{array} + \$250 = \$ $			
ZONING VARIANCE	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
PRELIMINARY PLAN FEE	<input type="checkbox"/> \$500.00		Total: \$
PUD FEE	<input type="checkbox"/> \$500.00		Total: \$
FINAL PLAT FEE	<input type="checkbox"/> \$500.00		Total: \$
ENGINEERING PLAN REVIEW DEPOSIT	<input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$
OUTSIDE CONSULTANTS DEPOSIT	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use: <input type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input type="checkbox"/> Over 10 acres	\$1,000.00 \$2,500.00 \$5,000.00	Total: \$
TOTAL AMOUNT DUE:			\$3,050.50



United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR ANNEXATION

DATE:	PZC NUMBER:	DEVELOPMENT NAME:
PETITIONER INFORMATION		
NAME: Heather DiVerde	COMPANY: Yorkville School District 115	
MAILING ADDRESS: 800 Game Farm Road		
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME	630-553-4382
EMAIL: hdiverde@y115.org	FAX: 630-553-4398	
PROPERTY INFORMATION		
NAME OF HOLDER OF LEGAL TITLE: Board of Education of Yorkville School District 115		
IS THE PROPERTY OCCUPIED OR VACANT: Vacant		
IF OCCUPIED, PLEASE LIST ALL NAMES OF ELECTORS (THOSE REGISTERED TO VOTE) RESIDING ON THE PROPERTY: NA		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN: NA		
PROPERTY STREET ADDRESS: 11067 - 11087 River Road, Plano, IL 60545		
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: See Attached Legal Description. South of Route 34, North of River Road, West of Beecher Road, Extended		
CURRENT ZONING CLASSIFICATION: Unincorporated; Agricultural		
ZONING AND LAND USE OF SURROUNDING PROPERTIES		
NORTH: PUD: B-3 General Business District; PI: Public Institutional District		
EAST: R-4: General Multi-Family Residence District; R-2: Single Family Traditional Residence District		
SOUTH: Not Contiguous; R-2: Single Family Traditional Residence District		
WEST: Unincorporated; Agricultural		
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)		
02-30-400-006	02-31-226-002	02-29-300-002



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 651 Prairie Pointe Drive
 Yorkville, Illinois, 60560
 Telephone: 630-553-4350
 Fax: 630-553-7575
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APPLICATION FOR ANNEXATION

AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

Heath L. Rende
 PETITIONER SIGNATURE

10.16.25
 DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

John A. Schuch
 OWNER SIGNATURE

10/16/25
 DATE

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:



Catherine Renee Davis
 10/16/25



United City of Yorkville
 800 Game Farm Road
 Yorkville, Illinois, 60560
 Telephone: 630-553-4350
 Fax: 630-553-7575
 Website: www.yorkville.il.us

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 11067-11087 River Rd. Plano, IL 605 797 Game Farm Road, Yorkville, IL60560
-----------------	----------------------	---

PETITIONER DEPOSIT ACCOUNT FUND:

It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

NAME: Heather DiVerde	COMPANY: Yorkville School District 115
MAILING ADDRESS: 800 Game Farm Road	
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: 630-553-4382
EMAIL: ddiverde@y115.org	FAX: 630-553-4398

FINANCIALLY RESPONSIBLE PARTY:

I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

Heather DiVerde
 PRINT NAME

[Signature]
 SIGNATURE*

Executive Director
 TITLE of Facility Operations

10.16.25
 DATE

*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)

INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS

ENGINEERING DEPOSITS:	LEGAL DEPOSITS:
Up to one (1) acre \$5,000	Less than two (2) acres \$1,000
Over one (1) acre, but less than ten (10) acres \$10,000	Over two (2) acres, but less than ten (10) acres \$2,500
Over ten (10) acres, but less than forty (40) acres \$15,000	Over ten (10) acres \$5,000
Over forty (40) acres, but less than one hundred (100) \$20,000	
In excess of one hundred (100.00) acres \$25,000	



United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR PUBLIC HEARING SIGN

PERMIT NUMBER:		DATE/TIME RECEIVED:	
SITE ADDRESS: 11067-11087 River Road, Plano, IL 60545		PARCEL NUMBER: 02-30-400-006/02-31-226-00 02-29-300-002	
SUBDIVISION: NA		LOT/UNIT: NA	
APPLICANT INFORMATION			
NAME: Heather DiVerde		TELEPHONE: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS 630-553-4382	
ADDRESS: 800 Game Farm Road		E-MAIL: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS hdiverde@y115.org	
CITY, STATE, ZIP: Yorkville, IL 60560		FAX: 630-553-4398	
SIGN INFORMATION			
DATE OF PICK UP:		NUMBER OF SIGNS:	
DATE OF PUBLIC HEARING:		SIGN RETURN DATE:	
<p>The undersigned hereby states that they have acquired Public Hearing Signs from the United City of Yorkville's Community Development Department and agrees to return said sign/s to Yorkville City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, immediately following the date of the public hearing.</p> <p>Petitioner or Representative agrees to pay to the United City of Yorkville a deposit of \$50 for each sign. The deposit will be returned to the petitioner when the public hearing sign/s have been returned to the City.</p> <p>Petitioner or Representative further agrees to pay to the United City of Yorkville the full amount of the purchase price for each sign not returned to the United City of Yorkville within seven (7) days after the date of the public hearing.</p>			
 SIGNATURE/AUTHORIZED AGENT		10.16.25 DATE	
DATE RETURNED: _____			
RECEIVED BY: _____		PZC# _____	



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

Agenda Item Number

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

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

Meeting and Date: City Council – January 13, 2026

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jori Contrino Administration
Name Department

Agenda Item Notes:

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
HELD IN THE CITY COUNCIL CHAMBERS,
651 PRAIRIE POINTE DRIVE ON
TUESDAY, DECEMBER 9, 2025**

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

ROLL CALL

City Clerk Contrino called the roll.

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

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

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

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

<https://us02web.zoom.us/j/87010476240?pwd=9H6AtLANr5biJObhGwK30KCNXhrJb1.1>

The Zoom meeting ID was 870 1047 6240.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None

PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

1. Minutes of the Regular City Council – November 10, 2025
2. Minutes of the Regular City Council – November 25, 2025
3. Bill Payments for Approval
 - \$ 4,465,815.62 (vendors)
 - \$ 977,797.69 (wire payments)
 - \$ 478,689.59 (payroll period ending 11/15/25)
 - \$ 5,922,302.90 (total)

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

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

REPORTS

MAYOR’S REPORT

End of Year

Mayor Purcell thanked the City Council and City Staff for a great year. He shared that the City had a lot of great things going on this year, including the opening of Costco and the Public Works building.

Meeting Schedule for 2026

(CC 2025-90)

Mayor Purcell entertained a motion to approve the meeting schedule for 2026 as presented. So moved by Alderman Transier; seconded by Alderman Corneils.

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

Resolution 2025-136

**IL Route 126 Water Main Improvements –
Illinois Department of Transportation
(CC 2025-91)**

Mayor Purcell entertained a motion to approve the IL Route 126 Water Main Improvements – Illinois Department of Transportation Resolution and authorize the Mayor and City Clerk to execute. So moved by Alderman Marek; seconded by Alderman Hyett.

City Administrator Olson explained that this resolution is an Illinois Department of Transportation permit that allows the City to complete water main work under IL Route 126, for the Lake Michigan Project.

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

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

Resolution 2025-137

**Authorizing the Purchase of Lightning Detection
Equipment in an Amount Not to Exceed \$47,200
(CC 2025-92)**

Mayor Purcell entertained a motion to approve a Resolution Authorizing the Purchase of Lightning Detection Equipment in an Amount Not to Exceed \$47,200 and authorize the Mayor and City Clerk to execute. So moved by Alderman Koch; seconded by Alderman Corneils.

Parks and Recreation Director Evans shared that there are seven lightning detectors throughout the City, and three were replaced last Spring. He stated that the remaining four detectors are now being replaced.

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

Resolution 2025-138

**Authorizing a Contract with BSN Sports for the Purchase
of Athletic League Uniforms and Equipment
(CC 2025-93)**

Mayor Purcell entertained a motion to approve a Resolution Authorizing a Contract with BSN Sports for the Purchase of Athletic League Uniforms and Equipment authorize the Mayor and City Clerk to execute. So moved by Alderman Soling; seconded by Alderman Transier.

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

Resolution 2025-139

**Adopting a Light Pole Sponsorship Program
(CC 2025-94)**

Mayor Purcell entertained a motion to approve a Resolution Adopting a Light Pole Sponsorship Program and authorize the Mayor and City Clerk to execute. So moved by Alderman Funkhouser; seconded by Alderman Plocher.

Parks and Recreation Director Evans shared that the light pole program helps highlight businesses and generate revenue for the Parks and Recreation Department. He stated that the program is similar to what Oswego is doing now. Director Evans explained that there are 43 light poles across Yorkville, and they will feature banners with artwork from Yorkville businesses and Yorkville students. The banners would remain throughout the Summer and Fall months and then be removed for the City's Christmas decorations.

Alderman Transier asked if there would be different levels for the sponsorship rates, to which Director Evans said there would be a few options. He said there will be a large sponsor who is sponsored on multiple events and advertisements throughout the year, along with a \$1,500 to \$2,000 range for single sponsors. Alderman Transier asked if there could be various sponsors per year? Director Evans stated it would be for a full season at a time.

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

PLANNING AND ZONING COMMISSION

Ordinance 2025-95

**Approving the Rezoning to PI Public Institutional District of
Certain Territory Generally Located North of East Schoolhouse
Road (Illinois Route 126), South of Illinois Route 71, and East of
Wing Road, Yorkville, Illinois (South Receiving Station Water Tower)
(PZC 2025-12 & EDC 2025-73)**

Mayor Purcell entertained a motion to approve an Ordinance Approving the Rezoning to PI Public Institutional District of Certain Territory Generally Located North of East Schoolhouse Road (Illinois Route 126), South of Illinois Route 71, and East of Wing Road, Yorkville, Illinois (South Receiving Station Water Tower) authorize the Mayor and City Clerk to execute. So moved by Alderman Marek; seconded by Alderman Soling.

City Administrator Olson explained that this is part of the Lake Michigan Water Project. He shared that the parcel is the property purchased from the church, which needs to be rezoned from B3 to P1.

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

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

Shop with a Cop

Alderman Funkhouser shared that the 7th Annual Shop with a Cop Event took place last week. He thanked Sergeant Robbie Hart for his role in helping organize the event. Alderman Funkhouser stated that 44 children received gifts through the program, which included Santa and Mrs. Claus. He thanked the sponsors, volunteers, and the Yorkville Police Department officers.

STAFF REPORT

No report.

MAYOR’S REPORT (cont’d)

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

Resolution 2025-140

**a. Authorizing the Purchase of Furniture in an
Amount Not to Exceed \$495,938.98**

Mayor Purcell entertained a motion to approve a Resolution Authorizing the Purchase of Furniture in an Amount Not to Exceed \$495,938.98 authorize the Mayor and City Clerk to execute. So moved by Alderman Plocher; seconded by Alderman Hyett.

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

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

No report.

ADDITIONAL BUSINESS

No report.

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

Mayor Purcell entertained a motion to go into executive session for the following:

1. For litigation, when an action against, affecting, or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
2. For the discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes.

So moved by Alderman Marek; seconded by Alderman Funkhouser.

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

ADJOURNMENT

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 7:55 p.m.

Minutes submitted by:

Jori Contrino, City Clerk,
City of Yorkville, Illinois



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

Agenda Item Number

Consent Agenda #2

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – January 13, 2026

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons Finance
Name Department

Agenda Item Notes:

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131280	KCR	KENDALL COUNTY RECORDER'S		12/05/25		
	4033256	12/05/25	01 ORDINANCE TO RELEASE		90-227-00-00-0011	57.00
			02 TEMPORARY EASEMENT-ROSENWINKLE		** COMMENT **	
					INVOICE TOTAL:	57.00 *
					CHECK TOTAL:	57.00
					TOTAL AMOUNT PAID:	57.00



- | | | | |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 | | |

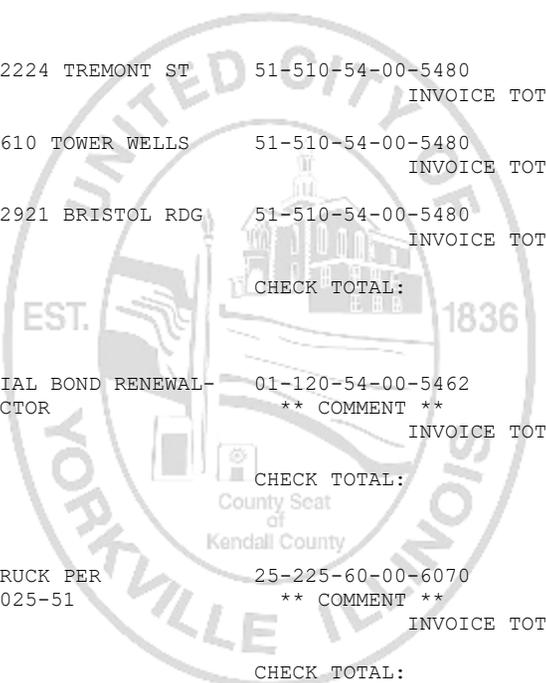
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131281	KCR	KENDALL COUNTY RECORDER'S		12/11/25		
	4033548	12/11/25	01 SOUTH RECEIVING STATION		51-510-60-00-6011	57.00
			02 REZONING ORDINANCE		** COMMENT **	
					INVOICE TOTAL:	57.00 *
					CHECK TOTAL:	57.00
					TOTAL AMOUNT PAID:	57.00



- | | | | |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 12/12/2025

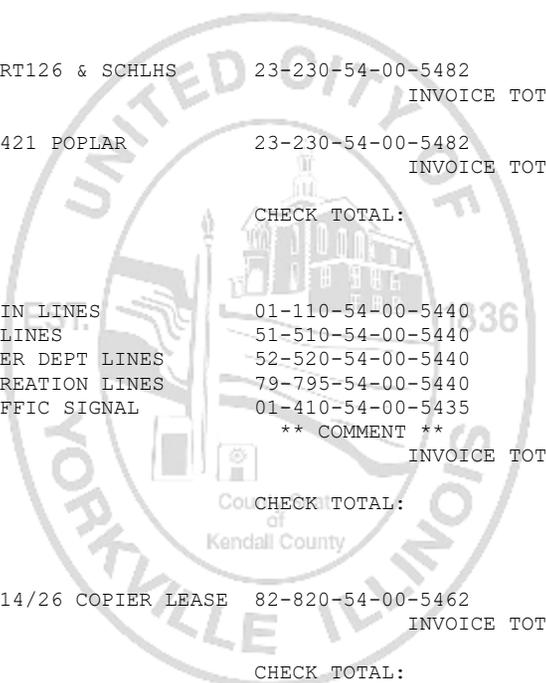
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
544062	AACVB	AURORA AREA CONVENTION						
	10/25-SUNSET	12/02/25	01	OCT 2025 SUNSET HOTEL TAX	01-640-54-00-5481		9.72	
					INVOICE TOTAL:		9.72 *	
	10/25-SUPER	11/26/25	01	OCT 2025 SUPER 8 HOTEL TAX	01-640-54-00-5481		1,612.32	
					INVOICE TOTAL:		1,612.32 *	
					CHECK TOTAL:		1,622.04	
544063	AEPENERG	AEP ENERGY						
	3025129010-120525	12/05/25	01	10/30-12/01 2224 TREMONT ST	51-510-54-00-5480		13,519.44	
					INVOICE TOTAL:		13,519.44 *	
	3025129021-120525	12/05/25	01	10/31-12/02 610 TOWER WELLS	51-510-54-00-5480		9,534.79	
					INVOICE TOTAL:		9,534.79 *	
	3025129065-120225	12/02/25	01	10/30-12/01 2921 BRISTOL RDG	51-510-54-00-5480		6,189.07	
					INVOICE TOTAL:		6,189.07 *	
					CHECK TOTAL:		29,243.30	
544064	ALLIANT	ALLIANT INSURANCE SERVICES INC						
	3335311	12/02/25	01	PUBLIC OFFICIAL BOND RENEWAL-	01-120-54-00-5462		500.00	
			02	FINANCE DIRECTOR	** COMMENT **			
					INVOICE TOTAL:		500.00 *	
					CHECK TOTAL:		500.00	
544065	ALTEC	ALTEC INDUSTRIES, INC.						
	QUOTE#1788932	12/04/25	01	NEW BUCKET TRUCK PER	25-225-60-00-6070		161,105.00	
			02	RESOLUTION 2025-51	** COMMENT **			
					INVOICE TOTAL:		161,105.00 *	
					CHECK TOTAL:		161,105.00	



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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 12/12/2025

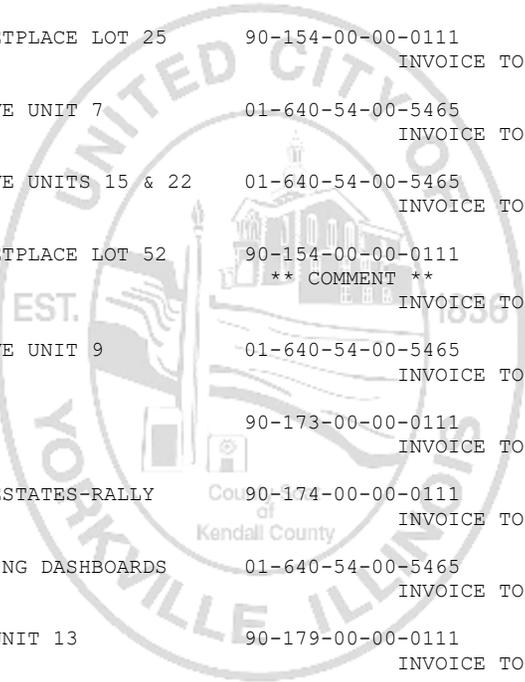
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D004609	ANTPLACE	ANTHONY PLACE YORKVILLE LP						
	JAN 2026	12/02/25	01	CITY OF YORKVILLE HOUSING	01-640-54-00-5427		662.00	
			02	ASSISTANCE PROGRAM RENT	** COMMENT **			
			03	REIMBURSEMENT FOR THE MONTH OF	** COMMENT **			
			04	JAN 2026	** COMMENT **			
				INVOICE TOTAL:			662.00 *	
				DIRECT DEPOSIT TOTAL:			662.00	
544066	COMED	COMMONWEALTH EDISON						
	3852534000-112625	11/26/25	01	10/29-11/26 RT126 & SCHLHS	23-230-54-00-5482		117.43	
				INVOICE TOTAL:			117.43 *	
	6564924000-112025	11/20/25	01	10/21-11/19 421 POPLAR	23-230-54-00-5482		6,845.66	
				INVOICE TOTAL:			6,845.66 *	
				CHECK TOTAL:			6,963.09	
544067	CONTELEC	CONSTELLATION TELECOM						
	7051	12/01/25	01	DEC 2025 ADMIN LINES	01-110-54-00-5440		257.50	
			02	DEC 2025 PW LINES	51-510-54-00-5440		579.45	
			03	DEC 2025 SEWER DEPT LINES	52-520-54-00-5440		257.53	
			04	DEC 2025 RECREATION LINES	79-795-54-00-5440		257.53	
			05	DEC 2025 TRAFFIC SIGNAL	01-410-54-00-5435		64.39	
			06	MAINTENANCE	** COMMENT **			
				INVOICE TOTAL:			1,416.40 *	
				CHECK TOTAL:			1,416.40	
544068	DELAGE	DLL FINANCIAL SERVICES INC						
	593408582	12/01/25	01	01/15/26-02/14/26 COPIER LEASE	82-820-54-00-5462		536.75	
				INVOICE TOTAL:			536.75 *	
				CHECK TOTAL:			536.75	



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

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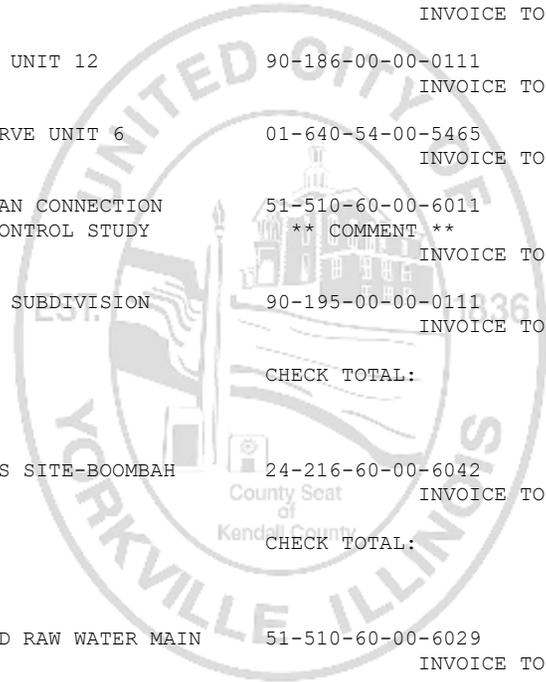
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
544069	EEI	ENGINEERING ENTERPRISES, INC.						
	85392	11/26/25	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		2,241.25	
					INVOICE TOTAL:		2,241.25 *	
	85393	11/26/25	01	WINDETT RIDGE UNIT 2	90-048-48-00-0111		1,204.50	
					INVOICE TOTAL:		1,204.50 *	
	85394	11/26/25	01	GRANDE RESERVE UNITS 26 & 27	90-147-00-00-0111		3,384.25	
					INVOICE TOTAL:		3,384.25 *	
	85395	11/26/25	01	KENDALL MARKETPLACE LOT 25	90-154-00-00-0111		43.75	
					INVOICE TOTAL:		43.75 *	
	85396	11/26/25	01	GRANDE RESERVE UNIT 7	01-640-54-00-5465		87.50	
					INVOICE TOTAL:		87.50 *	
	85397	11/26/25	01	GRANDE RESERVE UNITS 15 & 22	01-640-54-00-5465		893.50	
					INVOICE TOTAL:		893.50 *	
	85398	11/26/25	01	KENDALL MARKETPLACE LOT 52	90-154-00-00-0111		834.00	
			02	PHASE 2 & 3	** COMMENT **			
					INVOICE TOTAL:		834.00 *	
	85399	11/26/25	01	GRANDE RESERVE UNIT 9	01-640-54-00-5465		195.00	
					INVOICE TOTAL:		195.00 *	
	85400	11/26/25	01	BRIGHT FARMS	90-173-00-00-0111		590.75	
					INVOICE TOTAL:		590.75 *	
	85401	11/26/25	01	KENDALLWOOD ESTATES-RALLY	90-174-00-00-0111		2,433.25	
					INVOICE TOTAL:		2,433.25 *	
	85402	11/26/25	01	WELL MONITORING DASHBOARDS	01-640-54-00-5465		240.25	
					INVOICE TOTAL:		240.25 *	
	85403	11/26/25	01	BRISTOL BAY UNIT 13	90-179-00-00-0111		195.00	
					INVOICE TOTAL:		195.00 *	



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

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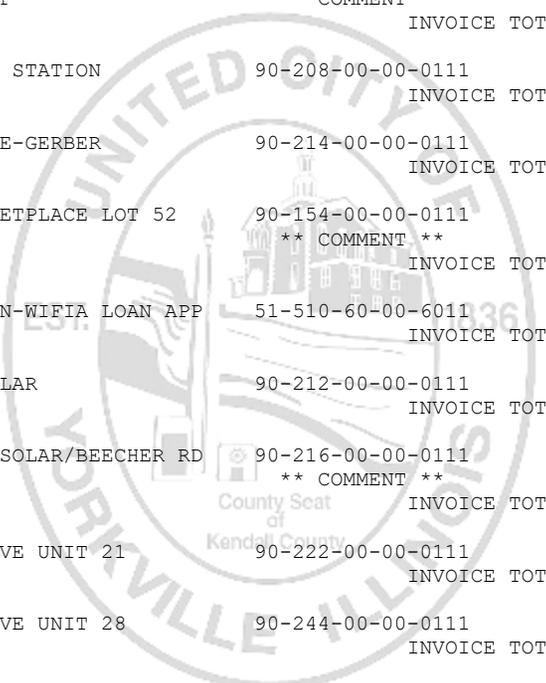
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
544069	EEI	ENGINEERING ENTERPRISES, INC.						
	85404	11/26/25	01	CALEDONIA UNIT 3	90-188-00-00-0111		1,050.00	
					INVOICE TOTAL:		1,050.00 *	
	85405	11/26/25	01	GENERAL LAKE MICHIGAN/DWC	01-640-54-00-5465		1,300.25	
			02	COORDINATION	** COMMENT **			
					INVOICE TOTAL:		1,300.25 *	
	85406	11/26/25	01	BRISTOL BAY UNIT 10	90-186-00-00-0111		243.75	
					INVOICE TOTAL:		243.75 *	
	85407	11/26/25	01	BRISTOL BAY UNIT 12	90-186-00-00-0111		195.00	
					INVOICE TOTAL:		195.00 *	
	85408	11/26/25	01	GRANDE RESERVE UNIT 6	01-640-54-00-5465		2,368.00	
					INVOICE TOTAL:		2,368.00 *	
	85409	11/26/25	01	LAKE MICHIGAN CONNECTION	51-510-60-00-6011		444.25	
			02	CORROSION CONTROL STUDY	** COMMENT **			
					INVOICE TOTAL:		444.25 *	
	85410	11/26/25	01	NORTHPOINTE SUBDIVISION	90-195-00-00-0111		819.00	
					INVOICE TOTAL:		819.00 *	
					CHECK TOTAL:		18,763.25	
544070	EEI	ENGINEERING ENTERPRISES, INC.						
	85411	11/26/25	01	PUBLIC WORKS SITE-BOOMBAH	24-216-60-00-6042		21,423.70	
					INVOICE TOTAL:		21,423.70 *	
					CHECK TOTAL:		21,423.70	
544071	EEI	ENGINEERING ENTERPRISES, INC.						
	85412	11/26/25	01	WELL #10 AND RAW WATER MAIN	51-510-60-00-6029		5,040.00	
					INVOICE TOTAL:		5,040.00 *	



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

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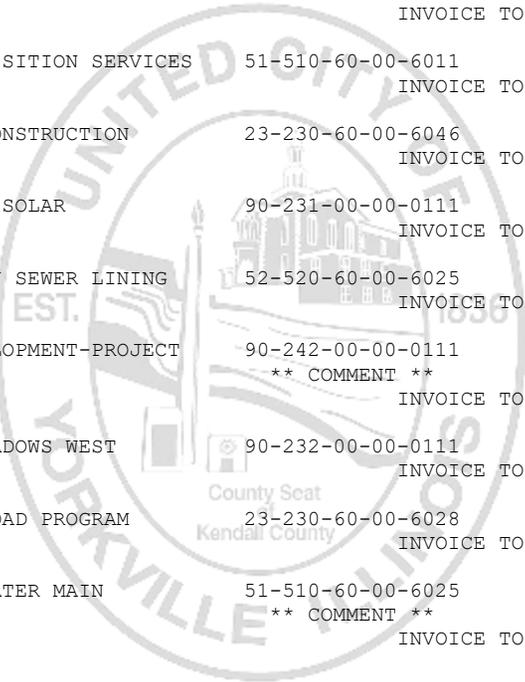
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
544071	EEI	ENGINEERING ENTERPRISES, INC.						
	85413	11/26/25	01	BRISTOL RIDGE SOLAR 105	90-201-00-00-0111		2,390.00	
					INVOICE TOTAL:		2,390.00 *	
	85414	11/26/25	01	KENDALL COUNTY BLDG-FOX	01-640-54-00-5465		3,462.50	
					INVOICE TOTAL:		3,462.50 *	
	85415	11/26/25	01	SOUTHERN SANITARY SEWER	52-520-60-00-6024		870.00	
			02	CONNECTION-LP	** COMMENT **			
					INVOICE TOTAL:		870.00 *	
	85416	11/26/25	01	QUIKTRIP GAS STATION	90-208-00-00-0111		2,739.25	
					INVOICE TOTAL:		2,739.25 *	
	85417	11/26/25	01	1203 N BRIDGE-GERBER	90-214-00-00-0111		5,353.00	
					INVOICE TOTAL:		5,353.00 *	
	85418	11/26/25	01	KENDALL MARKETPLACE LOT 52	90-154-00-00-0111		2,021.00	
			02	PHASE 4	** COMMENT **			
					INVOICE TOTAL:		2,021.00 *	
	85419	11/26/25	01	LAKE MICHIGAN-WIFIA LOAN APP	51-510-60-00-6011		601.50	
					INVOICE TOTAL:		601.50 *	
	85420	11/26/25	01	YORKVILLE SOLAR	90-212-00-00-0111		2,046.75	
					INVOICE TOTAL:		2,046.75 *	
	85421	11/26/25	01	CORNEILS RD SOLAR/BEECHER RD	90-216-00-00-0111		1,098.17	
			02	SOLAR	** COMMENT **			
					INVOICE TOTAL:		1,098.17 *	
	85422	11/26/25	01	GRANDE RESERVE UNIT 21	90-222-00-00-0111		1,326.50	
					INVOICE TOTAL:		1,326.50 *	
	85423	11/26/25	01	GRANDE RESERVE UNIT 28	90-244-00-00-0111		1,823.25	
					INVOICE TOTAL:		1,823.25 *	



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

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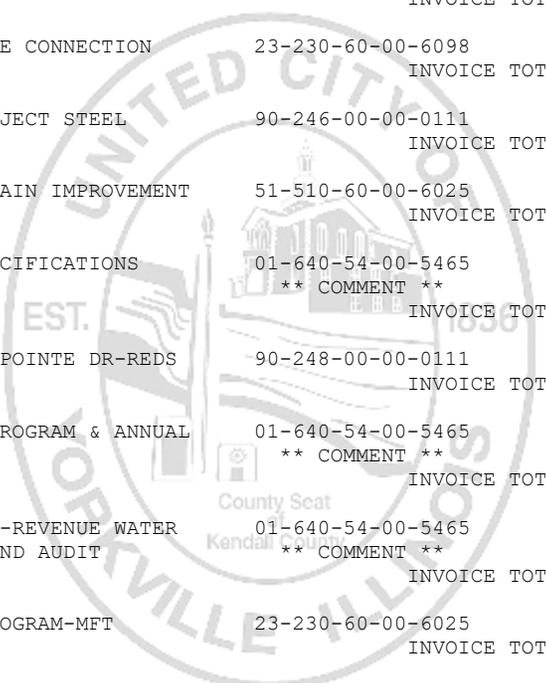
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
544071	EEI	ENGINEERING ENTERPRISES, INC.						
	85424	11/26/25	01	LM-SOUTH RECEIVING STATION	51-510-60-00-6011		13,069.00	
					INVOICE TOTAL:		13,069.00 *	
	85456	11/26/25	01	LM-BLUESTEM WATER MAIN	51-510-60-00-6011		5,029.50	
			02	IMPROVEMENTS	** COMMENT **			
					INVOICE TOTAL:		5,029.50 *	
	85457	11/26/25	01	GRANDE RESERVE UNITS 10 & 11	90-223-00-00-0111		146.25	
					INVOICE TOTAL:		146.25 *	
	85458	11/26/25	01	LM-LAND ACQUISITION SERVICES	51-510-60-00-6011		838.00	
					INVOICE TOTAL:		838.00 *	
	85459	11/26/25	01	FAXON RD RECONSTRUCTION	23-230-60-00-6046		1,000.00	
					INVOICE TOTAL:		1,000.00 *	
	85460	11/26/25	01	2820 BEECHER SOLAR	90-231-00-00-0111		1,052.50	
					INVOICE TOTAL:		1,052.50 *	
	85461	11/26/25	01	2024 SANITARY SEWER LINING	52-520-60-00-6025		1,263.00	
					INVOICE TOTAL:		1,263.00 *	
	85462	12/02/25	01	PIONEER DEVELOPMENT-PROJECT	90-242-00-00-0111		1,395.00	
			02	CARDINAL	** COMMENT **			
					INVOICE TOTAL:		1,395.00 *	
	85463	11/26/25	01	HEARTLAND MEADOWS WEST	90-232-00-00-0111		1,075.75	
					INVOICE TOTAL:		1,075.75 *	
	85464	11/26/25	01	2025 LOCAL ROAD PROGRAM	23-230-60-00-6028		3,336.50	
					INVOICE TOTAL:		3,336.50 *	
	85465	11/26/25	01	EAST ALLEY WATER MAIN	51-510-60-00-6025		15,553.46	
			02	IMPROVEMENTS	** COMMENT **			
					INVOICE TOTAL:		15,553.46 *	



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

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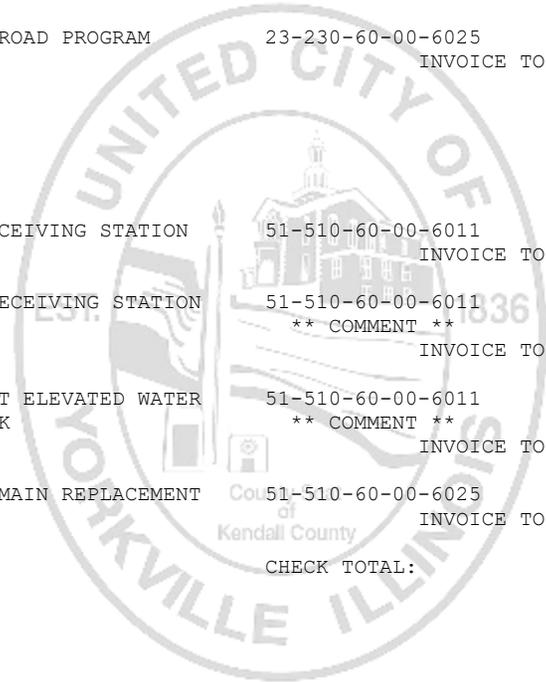
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
544071	EEI	ENGINEERING ENTERPRISES, INC.						
	85466	11/26/25	01	FOX HAVEN-1115, LLC	90-236-00-00-0111		1,372.00	
						INVOICE TOTAL:	1,372.00 *	
	85467	11/26/25	01	ELDAMIAN WATER MAIN LOOP-N	51-510-60-00-6024		1,015.50	
						INVOICE TOTAL:	1,015.50 *	
	85468	11/26/25	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00	
						INVOICE TOTAL:	1,900.00 *	
	85469	11/26/25	01	BERTRAM DRIVE CONNECTION	23-230-60-00-6098		890.58	
						INVOICE TOTAL:	890.58 *	
	85470	11/26/25	01	PROLOGIS/PROJECT STEEL	90-246-00-00-0111		5,404.25	
						INVOICE TOTAL:	5,404.25 *	
	85471	11/26/25	01	2026 WATER MAIN IMPROVEMENT	51-510-60-00-6025		24,837.50	
						INVOICE TOTAL:	24,837.50 *	
	85472	11/26/25	01	STANDARD SPECIFICATIONS	01-640-54-00-5465		327.00	
			02	UPDATE	** COMMENT **			
						INVOICE TOTAL:	327.00 *	
	85474	11/26/25	01	801 PRAIRIE POINTE DR-REDS	90-248-00-00-0111		2,462.75	
						INVOICE TOTAL:	2,462.75 *	
	85475	11/26/25	01	2025 NPDES PROGRAM & ANNUAL	01-640-54-00-5465		555.00	
			02	REPORT	** COMMENT **			
						INVOICE TOTAL:	555.00 *	
	85476	11/26/25	01	ON-GOING NON-REVENUE WATER	01-640-54-00-5465		10,705.00	
			02	ASSISATNCE AND AUDIT	** COMMENT **			
						INVOICE TOTAL:	10,705.00 *	
	85477	11/26/25	01	2026 ROAD PROGRAM-MFT	23-230-60-00-6025		18,800.00	
						INVOICE TOTAL:	18,800.00 *	



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

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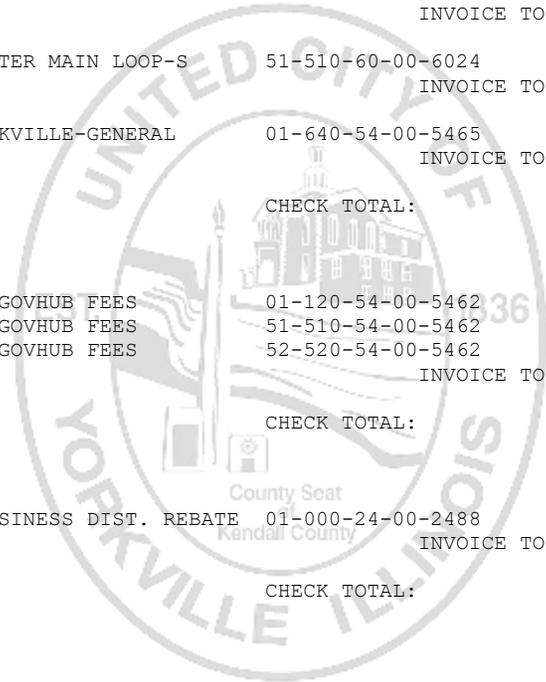
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544071	EEI	ENGINEERING ENTERPRISES, INC.					
	85478	11/26/25	01	FY 2027 BUDGET	01-640-54-00-5465		1,829.50
						INVOICE TOTAL:	1,829.50 *
	85480	11/26/25	01	CYRUS ONE-CI 12 CAMPUS	90-250-00-00-0111		3,876.25
						INVOICE TOTAL:	3,876.25 *
	85481	11/26/25	01	YSD-115 ANNEXATION	01-640-54-00-5465		3,054.00
						INVOICE TOTAL:	3,054.00 *
	85482	11/25/25	01	2026 LOCAL ROAD PROGRAM	23-230-60-00-6025		26,000.00
						INVOICE TOTAL:	26,000.00 *
				*** VOID---LEADER CHECK ***			
544072	EEI	ENGINEERING ENTERPRISES, INC.					
	85483	11/26/25	01	LM-NORTH RECEIVING STATION	51-510-60-00-6011		12,380.00
						INVOICE TOTAL:	12,380.00 *
	85484	11/26/25	01	LM-NORTH RECEIVING STATION	51-510-60-00-6011		7,343.25
			02	STANDPIPE	** COMMENT **		
						INVOICE TOTAL:	7,343.25 *
	85485	11/26/25	01	LM-NORTHWEST ELEVATED WATER	51-510-60-00-6011		5,088.50
			02	STORAGE TANK	** COMMENT **		
						INVOICE TOTAL:	5,088.50 *
	85486	11/26/25	01	2025 WATER MAIN REPLACEMENT	51-510-60-00-6025		44,972.50
						INVOICE TOTAL:	44,972.50 *
						CHECK TOTAL:	245,344.46



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 12/12/2025

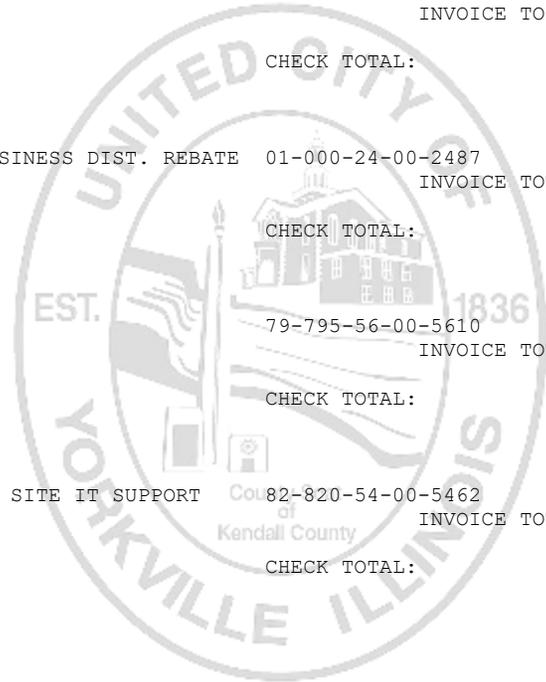
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
544073	EEI	ENGINEERING ENTERPRISES, INC.						
	85487	11/26/25	01	2025 ROAD PROGRAM-MFT	23-230-60-00-6025		52,472.40	
					INVOICE TOTAL:		52,472.40 *	
					CHECK TOTAL:		52,472.40	
544074	EEI	ENGINEERING ENTERPRISES, INC.						
	85488	11/26/25	01	COSTCO	90-239-00-00-0111		10,667.25	
					INVOICE TOTAL:		10,667.25 *	
	85489	11/26/25	01	ELDAMAIN WATER MAIN LOOP-S	51-510-60-00-6024		10,380.00	
					INVOICE TOTAL:		10,380.00 *	
	85490	11/26/25	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		4,053.50	
					INVOICE TOTAL:		4,053.50 *	
					CHECK TOTAL:		25,100.75	
544075	HARRIS	HARRIS COMPUTER SYSTEMS						
	MSIXT0000657	11/26/25	01	NOV 2025 MYGOVHUB FEES	01-120-54-00-5462		373.68	
			02	NOV 2025 MYGOVHUB FEES	51-510-54-00-5462		560.52	
			03	NOV 2025 MYGOVHUB FEES	52-520-54-00-5462		164.85	
					INVOICE TOTAL:		1,099.05 *	
					CHECK TOTAL:		1,099.05	
544076	IMPERINV	IMPERIAL INVESTMENTS						
	OCT 2025 REBATE	12/08/25	01	OCT 2025 BUSINESS DIST. REBATE	01-000-24-00-2488		5,945.97	
					INVOICE TOTAL:		5,945.97 *	
					CHECK TOTAL:		5,945.97	
D004610	INTERDEV	INTERDEV, LLC						



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

INVOICES DUE ON/BEFORE 12/12/2025

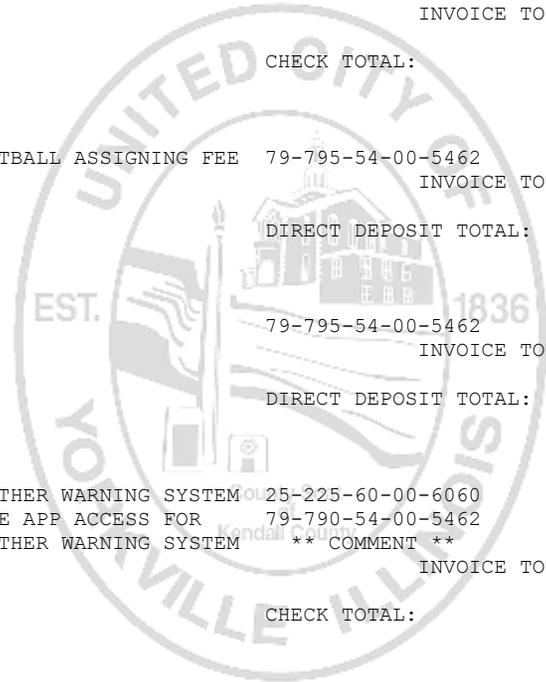
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004610	INTERDEV INTERDEV, LLC MSP-1051656	11/30/25	01	NOV 2025 MONTHLY IT BILLING	01-640-54-00-5450		21,069.40 INVOICE TOTAL: 21,069.40 * DIRECT DEPOSIT TOTAL: 21,069.40
544077	KCGIS KENDALL COUNTY GIS KCGIS-YRKVL-FY25-Q4	11/30/25	01	09/01-11/30 GIS SERVICES	01-220-54-00-5462		3,680.00 INVOICE TOTAL: 3,680.00 * CHECK TOTAL: 3,680.00
544078	KENDCROS KENDALL CROSSING, LLC BD REBATE 10/25	12/08/25	01	OCT 2025 BUSINESS DIST. REBATE	01-000-24-00-2487		4,799.75 INVOICE TOTAL: 4,799.75 * CHECK TOTAL: 4,799.75
544079	KENPRINT ANNETTE M. POWELL 25-11241	11/24/25	01	ENVELOPES	79-795-56-00-5610		306.80 INVOICE TOTAL: 306.80 * CHECK TOTAL: 306.80
544080	LLWCONSU LLOYD WARBER 10611	12/01/25	01	NOV 2025 ON SITE IT SUPPORT	82-820-54-00-5462		720.00 INVOICE TOTAL: 720.00 * CHECK TOTAL: 720.00
544081	MOHRR RANDY MOHR						



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

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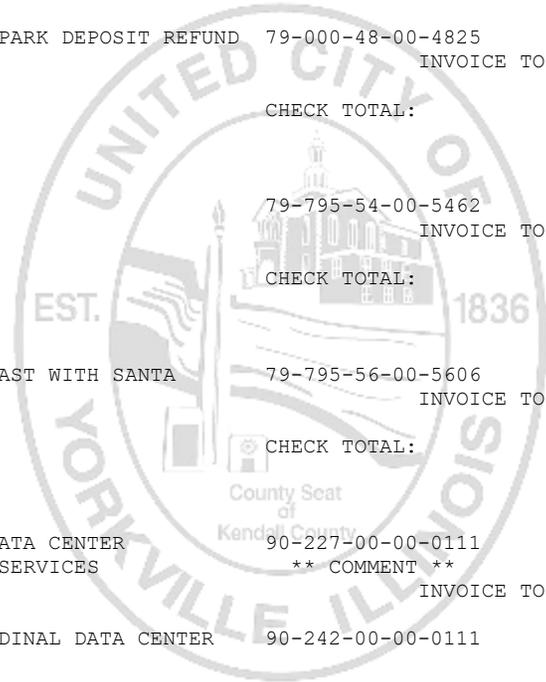
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544081	MOHRR RANDY MOHR 120625	12/06/25	01	REFEREE	79-795-54-00-5462		110.00
					INVOICE TOTAL:		110.00 *
					CHECK TOTAL:		110.00
544082	NARVICK NARVICK BROS. LUMBER CO, INC 100281	11/14/25	01	CANNONBALL PLAYGROUND CONCRETE	25-225-60-00-6010		841.50
					INVOICE TOTAL:		841.50 *
					CHECK TOTAL:		841.50
004611	OLEARYC CYNTHIA O'LEARY 12925-BASKETBALL	12/09/25	01	GIRLS BASKETBALL ASSIGNING FEE	79-795-54-00-5462		372.00
					INVOICE TOTAL:		372.00 *
					DIRECT DEPOSIT TOTAL:		372.00
004612	PAVLIK ROBERT J. PAVLIK 120625	12/06/25	01	REFEREE	79-795-54-00-5462		200.00
					INVOICE TOTAL:		200.00 *
					DIRECT DEPOSIT TOTAL:		200.00
544083	PERRYWEA PERRY WEATHER 12116	12/10/25	01	OUTDOOR WEATHER WARNING SYSTEM	25-225-60-00-6060		41,600.00
			02	WEB & MOBILE APP ACCESS FOR	79-790-54-00-5462		460.27
			03	OUTDOOR WEATHER WARNING SYSTEM	** COMMENT **		
					INVOICE TOTAL:		42,060.27 *
					CHECK TOTAL:		42,060.27



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 12/12/2025

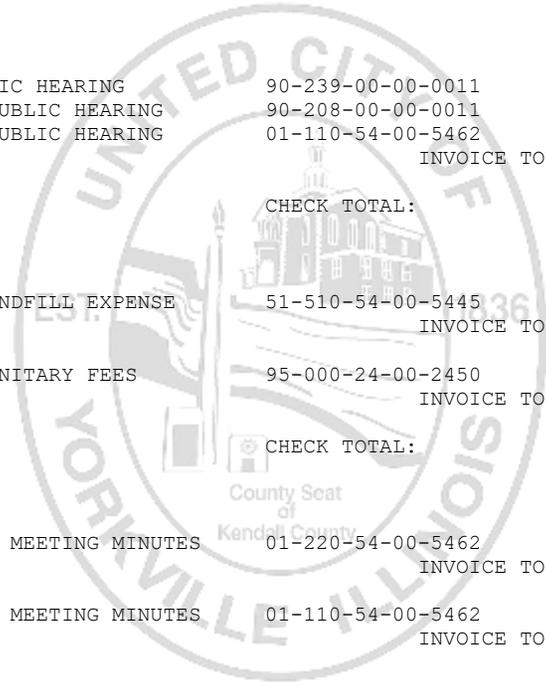
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544084	R0002443	THE WILLIAMS GROUP LLC					
	2024 TAX LEVY	12/10/25	01	INCREMENTAL P-TAX REBATE 2024	88-880-54-00-5425		12,556.22
			02	LEVY YEAR PER ORDINANCE	** COMMENT **		
			03	2022-07	** COMMENT **		
					INVOICE TOTAL:		12,556.22 *
					CHECK TOTAL:		12,556.22
544085	R0002730	THE MAKERS MARKETS					
	231511	11/01/25	01	CRAFT SHOW PARK DEPOSIT REFUND	79-000-48-00-4825		1,000.00
					INVOICE TOTAL:		1,000.00 *
					CHECK TOTAL:		1,000.00
544086	ROBINSOT	TRACY ROBINSON					
	120625	12/06/25	01	REFEREE	79-795-54-00-5462		200.00
					INVOICE TOTAL:		200.00 *
					CHECK TOTAL:		200.00
544087	SENIOR	SENIOR SERVICES ASSOCIATES, INC					
	2025 SANTA	12/08/25	01	2025 BREAKFAST WITH SANTA	79-795-56-00-5606		705.00
					INVOICE TOTAL:		705.00 *
					CHECK TOTAL:		705.00
544088	SOUNDENG	SOUNDSCAPE ENGINEERING LLC					
	2259	12/03/25	01	CYRUS ONE DATA CENTER	90-227-00-00-0111		1,397.50
			02	CONSULTING SERVICES	** COMMENT **		
					INVOICE TOTAL:		1,397.50 *
	2260	12/03/25	01	PROJECT CARDINAL DATA CENTER	90-242-00-00-0111		1,867.50



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

INVOICES DUE ON/BEFORE 12/12/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
544088	SOUNDENG	SOUNDSCAPE ENGINEERING LLC						
	2260	12/03/25	02	CONSULTING SERVICES	** COMMENT **			
					INVOICE TOTAL:		1,867.50 *	
	2261	12/03/25	01	CYRUS ONE DATA CENTER	90-250-00-00-0111		1,262.50	
			02	EXPANSION CONSULTING SERVICES	** COMMENT **			
					INVOICE TOTAL:		1,262.50 *	
					CHECK TOTAL:		4,527.50	
544089	VITOSH	CHRISTINE M. VITOSH						
	2391	11/30/25	01	COSTCO PUBLIC HEARING	90-239-00-00-0011		89.41	
			02	QUIK TRIP PUBLIC HEARING	90-208-00-00-0011		89.41	
			03	TAXY LEVY PUBLIC HEARING	01-110-54-00-5462		89.43	
					INVOICE TOTAL:		268.25 *	
					CHECK TOTAL:		268.25	
544090	YBSD	YORKVILLE BRISTOL						
	2025.023	12/02/25	01	DEC 2025 LANDFILL EXPENSE	51-510-54-00-5445		31,252.99	
					INVOICE TOTAL:		31,252.99 *	
	25-NOV	12/10/25	01	NOV 2025 SANITARY FEES	95-000-24-00-2450		301,985.36	
					INVOICE TOTAL:		301,985.36 *	
					CHECK TOTAL:		333,238.35	
544091	YOUNGM	MARLYS J. YOUNG						
	111325-PC	11/20/25	01	11/13/25 PC MEETING MINUTES	01-220-54-00-5462		85.00	
					INVOICE TOTAL:		85.00 *	
	111825-PW	11/24/25	01	11/18/25 PW MEETING MINUTES	01-110-54-00-5462		85.00	
					INVOICE TOTAL:		85.00 *	

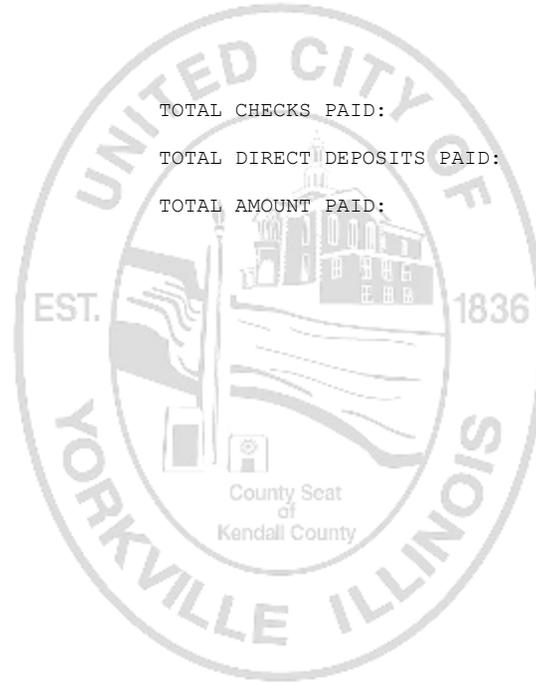


01-110 ADMIN	12-112 SUNFLOWER SSA	25-225 PARK & RECREATION CAPITAL	84-840 LIBRARY CAPITAL
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	87-870 COUNTRYSIDE TIF
01-210 POLICE	23-230 CITY WIDE CAPITAL	52-520 SEWER OPERATIONS	88-880 DOWNTOWN TIF
01-220 COMMUNITY DEVELOPMENT	24-216 BUILDING & 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 12/12/2025

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544091	YOUNGM 111925-ADMIN	MARLYS J. YOUNG 12/01/25	01	11/19/25 ADMIN MEETING MINUTES	01-110-54-00-5462		85.00
					INVOICE TOTAL:		85.00 *
				CHECK TOTAL:			255.00

TOTAL CHECKS PAID: 976,804.80
 TOTAL DIRECT DEPOSITS PAID: 22,303.40
 TOTAL AMOUNT PAID: 999,108.20



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

UNITED CITY OF YORKVILLE
 CHECK REGISTER

CHECK DATE: 12/15/25

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
544092	EEI	ENGINEERING ENTERPRISES, INC.					
	85473		11/30/25	01	WATER SYSTEM PLANNING FOR DATA	51-510-60-00-6072	95,320.00
				02	DEVELOPMENTS-2025	** COMMENT **	
					INVOICE TOTAL:		95,320.00 *
					CHECK TOTAL:		95,320.00
544093	HILLESLE	ERIC HILLESLAND					
	121325		12/13/25	01	REFEREE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
544094	KLUBER	KLUBER, INC					
	9923		11/30/25	01	PUBLIC WORKS AND PARK	24-216-60-00-6042	26,740.40
				02	MAINTENANCE BUILDING COMPLETED	** COMMENT **	
				03	WORK	** COMMENT **	
					INVOICE TOTAL:		26,740.40 *
					CHECK TOTAL:		26,740.40
544095	MARCO	MARCO TECHNOLOGIES LLC					
	569732118		11/26/25	01	11/20-12/20 COPIER CHARGES	01-110-54-00-5485	266.29
				02	11/20-12/20 COPIER CHARGES	01-120-54-00-5485	266.27
				03	11/20-12/20 COPIER CHARGES	01-220-54-00-5485	532.58
				04	11/20-12/20 COPIER CHARGES	01-210-54-00-5485	684.73
				05	11/20-12/20 COPIER CHARGES	01-410-54-00-5485	53.80
				06	11/20-12/20 COPIER CHARGES	51-510-54-00-5485	53.80
				07	11/20-12/20 COPIER CHARGES	52-520-54-00-5485	53.79
				08	11/20-12/20 COPIER CHARGES	79-790-54-00-5485	161.39
				09	11/20-12/20 COPIER CHARGES	79-795-54-00-5485	266.29
					INVOICE TOTAL:		2,338.94 *
					CHECK TOTAL:		2,338.94

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 12/15/25

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
544096	OLEARYM	MARTIN J. O'LEARY					
	121325		12/13/25	01	REFEREE	79-795-54-00-5462	100.00
						INVOICE TOTAL:	100.00 *
						CHECK TOTAL:	100.00
544097	ROBINSOT	TRACY ROBINSON					
	121325		12/13/25	01	REFEREE	79-795-54-00-5462	200.00
						INVOICE TOTAL:	200.00 *
						CHECK TOTAL:	200.00
544098	THOMASR	RANDY THOMAS					
	121325		12/10/25	01	REFEREE	79-795-54-00-5462	110.00
						INVOICE TOTAL:	110.00 *
						CHECK TOTAL:	110.00
						TOTAL AMOUNT PAID:	124,909.34

CHECK DATE: 12/16/25

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
544099	INTERIOR	INTERIORS FOR BUSINESS					
	112025-QUOTE DEP		12/12/25	01	BUILDING FURNITURE DEPOSIT	24-216-60-00-6042	247,969.49
						INVOICE TOTAL:	247,969.49 *
						CHECK TOTAL:	247,969.49
						TOTAL AMOUNT PAID:	247,969.49



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| 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
900171	FNBO	FIRST NATIONAL BANK OMAHA			12/25/25		
	122525-A.DENSBERGER	11/30/25	01	CLOUDBEDS-TRAINING LODGING		01-210-54-00-5415	112.32
			02	COVERT MEDIA-TRAINING		01-210-54-00-5412	250.00
			03	REGISTRATION-GOLDSMITH		** COMMENT **	
			04	APF TACTICAL TRAINING CREDIT		01-210-54-00-5412	-195.00
			05	APF TACTICAL TRAINING CREDIT		01-210-54-00-5412	-195.00
				INVOICE TOTAL:			-27.68 *
	122525-A.ROSA	11/30/25	01	MENARDS#110325-WATER		01-220-56-00-5620	35.88
				INVOICE TOTAL:			35.88 *
	122525-A.ROZBORSKI	11/30/25	01	TRANS CHICAGO-ACCELERATOR		01-410-56-00-5640	252.28
			02	REPAIR		** COMMENT **	
			03	AMAZON-DIGITAL SCALE		01-410-56-00-5620	32.42
			04	MENARDS#110425-BAR HOLDER		01-410-56-00-5620	18.36
				INVOICE TOTAL:			303.06 *
	122525-A.SIMMONS	11/30/25	01	NICOR-10/02-11/03 651 PP		01-110-54-00-5480	157.98
			02	ADS-ANNUAL MONITORING AT 902		82-820-54-00-5462	1,452.72
			03	GAME FARM ROAD		** COMMENT **	
			04	GOTO-NOV 2025 PHONES AT 651PP		01-110-54-00-5440	180.85
			05	GOTO-NOV 2025 PHONES AT 651PP		01-220-54-00-5440	192.91
			06	GOTO-NOV 2025 PHONES AT 651PP		01-120-54-00-5440	132.62
			07	GOTO-NOV 2025 PHONES AT 651PP		79-795-54-00-5440	192.91
			08	GOTO-NOV 2025 PHONES AT 651PP		01-210-54-00-5440	964.53
			09	QUADIENT-NOV-FEB 2026 POSTAGE		01-120-54-00-5485	254.75
			10	MACHINE LEASE		** COMMENT **	
			11	VERIZON-10/2-11/1 IN CAR UNITS		01-210-54-00-5440	819.62
			12	COMCAST-10/20-11/19 651 PP		01-110-54-00-5440	82.55
			13	INTERNET		** COMMENT **	
			14	COMCAST-10/20-11/19 651 PP		01-220-54-00-5440	88.06
			15	INTERNET		** COMMENT **	
			16	COMCAST-10/20-11/19 651 PP		01-120-54-00-5440	60.54
			17	INTERNET		** COMMENT **	
			18	COMCAST-10/20-11/19 651 PP		79-790-54-00-5440	88.06
			19	INTERNET		** COMMENT **	
			20	COMCAST-10/20-11/19 651 PP		01-210-54-00-5440	440.28
			21	INTERNET		** COMMENT **	
			22	COMCAST-10/20-11/19 651 PP		79-795-54-00-5440	88.04
			23	INTERNET		** COMMENT **	
			24	ADS-DEC-FEB ALARM MONITORING		24-216-54-00-5446	120.00
			25	AT 908 GAME FARM RD		** COMMENT **	
			26	ADS-DEC-FEB ALARM MONITORING		24-216-54-00-5446	120.00
			27	AT 102 E VAN EMMON		** COMMENT **	
			28	ADS-DEC-FEB ALARM MONITORING		24-216-54-00-5446	360.00
			29	FOR LIFT STATIONS		** COMMENT **	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900171	FNBO	FIRST NATIONAL BANK OMAHA		12/25/25		
	122525-A.SIMMONS	11/30/25	30 ADS-DEC-FEB ALARM MONITORING		24-216-54-00-5440	120.00
			31 AT 651 PP		** COMMENT **	
			32 QUILL-EXPANDING FILES		01-120-56-00-5610	33.99
					INVOICE TOTAL:	5,950.41 *
	122525-A.ZITT	11/30/25	01 ILSOS-CDL RENEWAL		51-510-54-00-5412	51.13
			02 AMAZON-REFLECTIVE RAIN PANTS		51-510-56-00-5620	63.61
			03 MENARDS#110525-TOP SOIL		51-510-56-00-5620	51.60
			04 MENARDS#103025-GRASS SEED		51-510-56-00-5620	44.47
					INVOICE TOTAL:	210.81 *
	122525-B.BEHRENS	11/30/25	01 MENARDS#110625-CABLE TIES		01-410-56-00-5620	1.67
			02 MENARDS#BULBS103125-		01-410-56-00-5620	4.99
					INVOICE TOTAL:	6.66 *
	122525-B.JONES	11/30/25	01 ACE-RAKES		01-410-56-00-5620	59.98
			02 MENARDS#103125-COVERS		01-410-56-00-5620	17.96
			03 MENARDS#110525-LEAF RAKES		01-410-56-00-5620	48.63
					INVOICE TOTAL:	126.57 *
	122525-B.OLSON	11/30/25	01 NY TIMES-2026 ALL ACCESS		01-110-54-00-5460	4.00
			02 ZOOM-11/23-12/22 USER FEES		01-110-54-00-5462	194.95
					INVOICE TOTAL:	198.95 *
	122525-B.WOLF	11/30/25	01 FLATSOS#37583-2 INSTALLED TIRE		79-790-54-00-5495	490.00
					INVOICE TOTAL:	490.00 *
	122525-D.BROWN	11/30/25	01 GRAINGER-EAGLE OVERPACKED DRUM		51-510-56-00-5638	1,470.68
			02 O'REILLY-WIPER BLADES		51-510-56-00-5628	66.48
			03 GRAINGER-GLOVES		51-510-56-00-5620	37.92
			04 ILAWWA-WATER SEWER PLANS CLASS		51-510-54-00-5412	56.00
			05 MENARDS#110725-COUPPING, TAPE,		51-510-56-00-5620	56.07
			06 NIPPLES		** COMMENT **	
			07 MENARDS#112025-HEX KEY SET,		51-510-56-00-5620	10.98
			08 GLOVES		** COMMENT **	
			09 MENARDS#110425-COUPPING		51-510-56-00-5620	35.92
			10 CASEYS-ICE		51-510-56-00-5620	6.05
					INVOICE TOTAL:	1,740.10 *
	122525-D.HENNE	11/30/25	01 RURAL KING-V BELTS		01-410-56-00-5640	29.98
			02 DUTEK#1028269-HOSES		01-410-54-00-5490	38.00
			03 DUTEK#1028239-HOSES		01-410-54-00-5490	34.00
			04 ACE-NUTS		01-410-56-00-5620	2.18
			05 NAPA#401186-V BELTS		01-410-56-00-5640	61.96
			06 MENARDS#102925-RESPIRATOR		01-410-56-00-5640	19.99
					INVOICE TOTAL:	186.11 *

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900171	FNBO	FIRST NATIONAL BANK OMAHA		12/25/25		
	122525-D.SMITH	11/30/25	01 MENARDS#111725-DUCT TAPE		25-225-60-00-6010	22.98
			02 MENARDS#111725-LIGHTS		25-225-60-00-6010	87.96
			03 MENARDS#111225-SPRAY PAINT,		25-225-60-00-6010	40.64
			04 BOARDS, SCREWS		** COMMENT **	
			05 MENARDS#111225- SHEATHING,		25-225-60-00-6010	122.14
			06 SPRAY PAINT, CLAMPS,		** COMMENT **	
			07 ELECTRICAL TAPE, SCREWS		** COMMENT **	
			08 CENTRAL SOD-SOD FOR CANNONBALL		25-225-60-00-6010	446.00
			09 PLAYGROUND		** COMMENT **	
			10 CENTRAL SOD-SOD FOR BASEBALL		79-790-56-00-5646	339.00
			11 REHAB		** COMMENT **	
			12 CENTRAL SOD-SOD FOR BASEBALL		79-790-56-00-5646	621.00
			13 REHAB		** COMMENT **	
			14 CENTRAL SOD-SOD FOR BASEBALL		79-790-56-00-5646	324.00
			15 REHAB		** COMMENT **	
			INVOICE TOTAL:			2,003.72 *
	122525-D.YODER	11/30/25	01 FLATSOS#37661-2 TIRES		01-410-54-00-5490	1,350.00
			02 MENARDS#102925-PLYWOOD		01-410-56-00-5628	98.97
			03 MENARDS#103025-PLYWOOD, NUTS,		01-410-56-00-5628	344.64
			04 WASHERS, BOLTS		** COMMENT **	
			05 NAPA#401581-FUSE		01-410-56-00-5640	3.69
			06 MENARDS#103025-BOLTS, COUPLING,		01-410-56-00-5620	55.71
			07 DISCS		** COMMENT **	
			08 MENARDS#110725-SPLICES		01-410-56-00-5620	29.07
			09 MENARDS#111425-SCREWS		01-410-56-00-5620	10.67
			10 MENARDS#110625-BLADES		01-410-56-00-5620	36.97
			INVOICE TOTAL:			1,929.72 *
	122525-E.DHUSE	11/30/25	01 NAMEPLATE-NAMEPLATES		24-216-56-00-5656	400.00
			02 GASN-N-WASH-MONTHLY CAR WASHES		01-410-56-00-5628	29.95
			INVOICE TOTAL:			429.95 *
	122525-E.HERNANDEZ	11/30/25	01 MENARDS#102925- CONDUIT,		01-410-56-00-5620	91.17
			02 ELBOWS, LITE		** COMMENT **	
			03 MENARDS#110425-BOLTS		01-410-56-00-5620	2.48
			INVOICE TOTAL:			93.65 *
	122525-E.WILLRETT	11/30/25	01 ROSATIS-CC MEETING FOOD		01-110-56-00-5610	419.76
			02 STERCHI-DOT DRUG TESTING		01-410-54-00-5462	360.00
			03 STERCHI-DOT DRUG TESTING		51-510-54-00-5462	420.00
			04 STERCHI-DOT DRUG TESTING		52-520-54-00-5462	60.00
			05 STERCHI-DOT DRUG TESTING		79-790-54-00-5462	360.00
			06 STERCHI-DOT DRUG TESTING		79-795-54-00-5462	50.00
			07 NIU OUTREACH-IL FINACIAL		01-110-54-00-5412	178.00

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900171	FNBO	FIRST NATIONAL BANK OMAHA		12/25/25		
	122525-E.WILLRETT	11/30/25	08 FORCAST FORUM VIRTUAL		** COMMENT **	
			09 REGISTRATION-WILLRETT & OLSON		** COMMENT **	
			10 NIU OUTREACH-IL FINACIAL		01-120-54-00-5412	89.00
			11 FORCAST FORUM VIRTUAL		** COMMENT **	
			12 REGISTRATION-FREDRICKSON		** COMMENT **	
			13 INTERDEV#CW1051607-DOWNPAYMENT		01-640-54-00-5478	8,705.00
			14 FOR SPECIAL CENSUS PRO		** COMMENT **	
			15 APPLICATIONS		** COMMENT **	
					INVOICE TOTAL:	10,641.76 *
	122525-G.HASTINGS	11/30/25	01 VALVOLINE-CREDIT FOR TAX		01-220-54-00-5490	-8.79
					INVOICE TOTAL:	-8.79 *
	122525-G.JOHNSON	11/30/25	01 HOME DEPO-NUTS, BOLTS		51-510-56-00-5620	11.17
					INVOICE TOTAL:	11.17 *
	122525-G.NELSON	11/30/25	01 AMAZON-COPY PAPER		01-220-56-00-5610	56.80
			02 AMAZON-CORRECTION TAPE, LEGAL		01-220-56-00-5610	48.31
			03 PADS, TAPE		** COMMENT **	
			04 AMAZON-PLASTIC FORKS		01-220-56-00-5620	22.76
			05 AMAZON-PINE CONES, BANDAGES		01-220-56-00-5620	22.98
			06 AMAZON-COPY PAPER		01-220-56-00-5610	78.96
			07 AMAZON-CHRISTMAS WREATH		01-220-56-00-5620	139.99
					INVOICE TOTAL:	369.80 *
	122525-G.STEFFENS	11/30/25	01 MENARDS#103125-TRUCK TOOLS		52-520-56-00-5620	37.74
			02 ACE-SCREWS		52-520-56-00-5620	2.32
					INVOICE TOTAL:	40.06 *
	122525-J.ANDERSON	11/30/25	01 MENARDS#111825-SYRINGE,		79-790-56-00-5640	29.97
			02 CONCRETE MASON		** COMMENT **	
					INVOICE TOTAL:	29.97 *
	122525-J.BEHLAND	11/30/25	01 IN TOWNE STPORAGE-MONTHLY		01-220-54-00-5485	338.00
			02 STORAGE RENTAL		** COMMENT **	
			03 TRIBUNE-RT.126 WATER MAIN		51-510-60-00-6011	463.87
			04 IMPROVEMENTS REQUEST FOR BIDS		** COMMENT **	
			05 TRIBUNE-WIFIA LOAN PUBLIC		51-510-54-00-5402	439.58
			06 NOTICE		** COMMENT **	
			07 TRIBUNE- WIFIA LOAN		51-510-54-00-5402	1,408.80
			08 ORIDINANCE PUBLICATION		** COMMENT **	
			09 TRIBUNE-WIFIA LOAN PUBLIC		51-510-54-00-5402	170.00
			10 HEARING NOTICE		** COMMENT **	
					INVOICE TOTAL:	2,820.25 *
	122525-J.GALAUNER	12/04/25	01 BSN#931839711-SOCCER JERSEYS		79-795-56-00-5606	5,790.00

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900171	FNBO	FIRST NATIONAL BANK OMAHA		12/25/25		
	122525-J.GALAUNER	12/04/25	02 BSN#932019663-BASEBALL COACHES 03 SHIRTS & HATS		79-795-56-00-5606 ** COMMENT **	3,963.50
					INVOICE TOTAL:	9,753.50 *
	122525-J.JACKSON	11/30/25	01 MENARDS#103025-CLEANING 02 SUPPLIES, PLUNGER 03 HOME DEPO-NOZZLE KIT 04 MENARDS#111325-PINCH POINT BAR 05 MENARDS#111325-FACE MASK, 06 RATCHET		52-520-56-00-5620 ** COMMENT ** 52-520-56-00-5620 52-520-56-00-5630 52-520-56-00-5620 ** COMMENT **	72.46 42.91 75.96 22.38
					INVOICE TOTAL:	213.71 *
	122525-J.JENSEN	11/30/25	01 FBINAA-ANNUAL DUES RENEWAL 02 YORK CHAMBER-3 LUNCHEONS 03 IACP-MEMBERSHIP DUES		01-210-54-00-5460 01-210-54-00-5415 01-210-54-00-5460	145.00 84.00 220.00
					INVOICE TOTAL:	449.00 *
	122525-J.NAVARRO	11/30/25	01 ADS-BEECHER ALARM REPAIR 02 CERTAPRO-PAINT GARAGE EXTERIOR 03 AMAZON-PAPER TOWELS, GARBAGE 04 BAGS, CLEANING SPRAY		24-216-54-00-5446 24-216-60-00-6020 24-216-56-00-5656 ** COMMENT **	347.74 2,288.25 331.12
					INVOICE TOTAL:	2,967.11 *
	122525-J.WEISS	11/30/25	01 AMAZON-TRADING CARD SLEEVES 02 AMAZON-BRASS FASTNERS 03 AMAZON-STORY WALK BOOKS 04 AMAZON-FOL PROGRAM SUPPLIES 05 DOLLAR TREE-TABLE COVERS, 06 NAPKINS 07 TARGET-WATER, COOKIES 08 AMAZON-RING POPS		82-000-24-00-2480 82-000-24-00-2480 82-000-24-00-2480 82-000-24-00-2480 82-000-24-00-2480 ** COMMENT ** 82-000-24-00-2480 82-000-24-00-2480	4.99 3.99 23.38 101.92 15.00 18.54 13.99
					INVOICE TOTAL:	181.81 *
	122525-JULIE.GALAUNE	11/30/25	02 AMAZON-2025 RIVER FEST STICKY 03 HANDS 04 AMAZON-2026 RIVERFEST STICKY 05 HANDS 06 AMAZON-HOLIDAY EVENT PINS 07 AMAZON-HOLIDAY SNOW FLUID 08 AMAZON-HOLIDAY SNOW MACHINE 09 AMAZON-HOLIDAY GIFT BASKET 10 PRIZES 11 TARGET-HOLIDAY GIFT BASKET 12 PRIZES, HOT COCOA 13 WALMART-HOLIDAY CELEBRATION		79-000-14-00-1400 ** COMMENT ** 79-000-14-00-1400 ** COMMENT ** 79-795-56-00-5606 79-795-56-00-5606 79-795-56-00-5606 79-795-56-00-5606 ** COMMENT ** 79-795-56-00-5606 ** COMMENT ** 79-795-56-00-5606	90.15 90.15 16.68 154.93 310.97 66.83 146.90
						303.65

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900171	FNBO	FIRST NATIONAL BANK OMAHA		12/25/25		
	122525-JULIE.GALAUNE	11/30/25	14 SUPPLIES		** COMMENT **	
			15 COLLINS AWARDS-HOLIDAY		79-795-56-00-5606	432.60
			16 CELEBRATION TROPHIES		** COMMENT **	
			17 FUN EXPRESS-HOLIDAY PUZZLES		79-795-56-00-5606	55.31
					INVOICE TOTAL:	1,668.17 *
	122525-K.BALOG	11/30/25	01 CINCINNATI INS-2 SURETY BONDS		01-210-54-00-5462	80.00
			02 AMAZON-SPACE HEATER,BATTERIES		01-210-56-00-5610	106.96
			03 COMCAST-KENCOM INTERNET		24-216-54-00-5446	1,746.50
			04 FLORAL EXPRESS-FLOWERS		01-210-56-00-5650	119.76
			05 KENDALL PRINT-TRAFFIC STOP		01-210-54-00-5430	295.75
			06 RECEIPTS		** COMMENT **	
					INVOICE TOTAL:	2,348.97 *
	122525-K.BARKSDALE	11/30/25	01 ADOBE-MONTHLY CREATIVE CLOUD		01-220-54-00-5462	69.99
			02 FEE		** COMMENT **	
					INVOICE TOTAL:	69.99 *
	122525-K.IHRIG	11/30/25	01 AMAZON-PRESCHOOL CRAFT ITEMS		79-795-56-00-5606	50.47
			02 AMAZON-CHRISTMAS SUPPLIES		79-795-56-00-5606	79.79
			03 WALMART-PRESCHOOL CRAFT ITEMS		79-795-56-00-5606	107.19
			04 AMAZON-PRESCHOOL CRAFT ITEMS		79-795-56-00-5606	94.88
			05 TARGET-RUST-OLEUM, GLUE		79-795-56-00-5606	12.57
			06 SCHOLASTIC-BOOKS		79-795-56-00-5606	173.87
			07 TARGET-RUST-OLEUM		79-795-56-00-5606	6.19
			08 TPT-CHRISTMAS ACTIVITIES		79-795-56-00-5606	3.00
			09 AMAZON-CRAFT SUPPLIES		79-795-56-00-5606	23.57
			10 AMAZON-CRAFT PAPER, TILES		79-795-56-00-5606	200.46
					INVOICE TOTAL:	751.99 *
	122525-K.JONES	11/30/25	01 AMPERAGE#2294439-SPLICE KITS		23-230-56-00-5642	182.43
			02 AMPERAGE#2296390-BULBS		23-230-56-00-5642	63.18
			03 ARNESON#280748-OCT 2025 GAS		01-410-56-00-5695	100.91
			04 ARNESON#280748-OCT 2025 GAS		51-510-56-00-5695	100.91
			05 ARNESON#280748-OCT 2025 GAS		52-520-56-00-5695	100.92
			06 ARNESON#280749-OCT 2025 DSL		01-410-56-00-5695	316.80
			07 ARNESON#280749-OCT 2025 DSL		51-510-56-00-5695	316.80
			08 ARNESON#280749-OCT 2025 DSL		52-520-56-00-5695	316.80
			09 ARNESON#281494-OCT 2025 GAS		01-410-56-00-5695	455.62
			10 ARNESON#281494-OCT 2025 GAS		51-510-56-00-5695	455.62
			11 ARNESON#281494-OCT 2025 GAS		52-520-56-00-5695	455.63
			12 HIGH STAR#16408-SIGNS		23-230-56-00-5619	822.85
			13 ARNESON#281493-OCT 2025 DSL		01-410-56-00-5695	313.22
			14 ARNESON#281493-OCT 2025 DSL		51-510-56-00-5695	313.22
			15 ARNESON#281493-OCT 2025 DSL		52-520-56-00-5695	313.23

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900171	FNBO FIRST NATIONAL BANK OMAHA			12/25/25		
	122525-K.JONES	11/30/25	16 AMPERAGE#2304583-RETURNED BULB		23-230-56-00-5642	-84.24
			17 AMPERAGE#2296529-RETURNED		23-230-56-00-5642	-121.62
			18 SPLICE KIT		** COMMENT **	
			19 AMPERAGE#2296528-RETURNED TUBE		23-230-56-00-5642	-72.01
			20 AMPERAGE#2303367-BULBS		23-230-56-00-5642	248.16
			21 AMPERAGE#2304110-PHOTOCELLS		23-230-56-00-5642	30.72
			22 AMPERAGE#2296550-fuses		52-520-56-00-5613	220.80
			23 AMPERAGE#2296899-bulbs		23-230-56-00-5642	398.34
			24 AMPERAGE#2297759-BALLAST KIT		23-230-56-00-5642	130.68
			25 AMPERAGE#2297665-BALLAST KIT		52-520-56-00-5613	54.42
			26 AMPERAGE#2297408-BULBS		23-230-56-00-5642	186.12
			27 AMPERAGE#2296561-FUSES		52-520-56-00-5613	110.40
			28 AMPERAGE#2299294-TORKS		23-230-56-00-5642	118.72
			29 AMPERAGE#2300486-FLUSH MOUNTS		23-230-56-00-5642	42.12
			30 ARNESON#285057-OCT 2025 DSL		01-410-56-00-5695	204.90
			31 ARNESON#285057-OCT 2025 DSL		51-510-56-00-5695	204.90
			32 ARNESON#285057-OCT 2025 DSL		52-520-56-00-5695	204.91
			33 ARNESON#285055-OCT 2025 GAS		01-410-56-00-5695	235.66
			34 ARNESON#285055-OCT 2025 GAS		51-510-56-00-5695	235.66
			35 ARNESON#285055-OCT 2025 GAS		52-520-56-00-5695	235.67
			36 WATER PRODUCTS#0331940-TUBES,		51-510-56-00-5640	1,103.97
			37 CURB STOPS		** COMMENT **	
			38 AMPERAGE#2297826-LAMPS		23-230-56-00-5642	62.64
			39 AMPERAGE#2299224-LAMPS,		23-230-56-00-5642	596.42
			40 TORKS, BALLAST		** COMMENT **	
			41 AMPERAGE#2300492-LAMPS		23-230-56-00-5642	150.00
			42 AMPERAGE#2294699-SPLICE KIT		23-230-56-00-5642	40.35
			43 AMPERAGE#2302261-TORKS		23-230-56-00-5642	122.88
			44 AMPERAGE#2303284-LAMPS, TORKS		23-230-56-00-5642	438.06
			45 METRO INDUSTRY#077856-BRUELL		52-520-54-00-5444	1,559.00
			46 LIFT STATION REPAIRS		** COMMENT **	
			47 METRO INDUSTRY#077872-BRUELL		52-520-54-00-5444	1,493.79
			48 LIFT STATION REPAIRS		** COMMENT **	
			49 METRO INDUSTRY#078040-LIFT		52-520-54-00-5444	360.00
			50 STATION MONTHLY METRO CLOUD		** COMMENT **	
			51 DATA SERVICE		** COMMENT **	
			52 AQUAFIX-VITASTIM GREASE		52-520-56-00-5613	1,149.08
			53 LINDCO#2308831-INSTALLATION		01-410-56-00-5628	1,373.18
			54 OF TIE DOWN LOOPS WELDED TO		** COMMENT **	
			55 UNDERBED ON EACH SIDE		** COMMENT **	
			56 LINDCO#250648P-HINGES		01-410-56-00-5628	375.34
			57 ARNESON#278068-OCT 2025 GAS		01-410-56-00-5695	284.93
			58 ARNESON#278068-OCT 2025 GAS		51-510-56-00-5695	284.93
			59 ARNESON#278068-OCT 2025 GAS		52-520-56-00-5695	284.93
			60 AMPERAGE#2304113-TORKS		23-230-56-00-5642	122.66

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900171	FNBO FIRST NATIONAL BANK OMAHA			12/25/25		
	122525-K.JONES	11/30/25	61 AMPERAGE#2306356-TORKS, LAMPS		23-230-56-00-5642	389.64
			62 AMPERAGE#2306875-TORKS		23-230-56-00-5642	15.36
			63 AMPERAGE#2307650-LAMPS		23-230-56-00-5642	214.75
			64 AMPERAGE#2306878-TORKS		23-230-56-00-5642	122.66
			65 AMPERAGE#2308891-BALLAST KIT		23-230-56-00-5642	130.68
			66 ARNESON#278067-OCT 2025 DSL		01-410-56-00-5695	486.21
			67 ARNESON#278067-OCT 2025 DSL		51-510-56-00-5695	486.21
			68 ARNESON#278067-OCT 2025 DSL		52-520-56-00-5695	486.20
			69 LAWSON#9312945228-WASHERS,		01-410-56-00-5620	235.62
			70 NUTS, SCREWS, CABLE TIES,		** COMMENT **	
			71 CUTTING WHEELS		** COMMENT **	
			72 LAWSON#9312945228-WASHERS,		51-510-56-00-5620	235.62
			73 NUTS, SCREWS, CABLE TIES,		** COMMENT **	
			74 CUTTING WHEELS		** COMMENT **	
			75 LAWSON#9312945228-WASHERS,		52-520-56-00-5620	235.62
			76 NUTS, SCREWS, CABLE TIES,		** COMMENT **	
			77 CUTTING WHEELS		** COMMENT **	
			78 WELDSTAR-CYLINDER RENTAL		01-410-54-00-5485	91.80
			79 WATER PRODUCTS#0332358-PLUGS,		51-510-56-00-5640	102.91
			80 COUPLING		** COMMENT **	
			81 ARNESON#281739-OCT 2025 GAS		01-410-56-00-5695	194.13
			82 ARNESON#281739-OCT 2025 GAS		51-510-56-00-5695	194.13
			83 ARNESON#281739-OCT 2025 GAS		52-520-56-00-5695	194.14
			84 ARNESON#281740-OCT 2025 DSL		01-410-56-00-5695	269.16
			85 ARNESON#281740-OCT 2025 DSL		51-510-56-00-5695	269.16
			86 ARNESON#281740-OCT 2025 DSL		52-520-56-00-5695	269.16
					INVOICE TOTAL:	21,637.77 *
	122525-L.THOMAS	11/30/25	01 KENDALL PRINT-PAYROLL CHECKS		01-120-54-00-5430	218.00
					INVOICE TOTAL:	218.00 *
	122525-M.BARBANENTE	11/30/25	01 DOLLAR TREE-GIFT WRAPPING ITEM		79-795-56-00-5606	24.75
			02 FIVE BELOW-DECK THE TREE ITEMS		79-795-56-00-5606	26.00
			03 WALMART-PAPER PLATES		79-795-56-00-5606	15.76
			04 TARGET-CLEANING SUPPLIES		79-795-56-00-5606	11.77
			05 DOLLAR TREE-RSG LETTER DECOR		79-795-56-00-5606	10.00
			06 DOLLAR TREE-COOKIE PANS		79-795-56-00-5606	10.00
					INVOICE TOTAL:	98.28 *
	122525-M.CARYLE	11/30/25	01 TERA#502773-SQUAD REPAIR		01-210-54-00-5495	1,245.33
			02 TERA#503157-TIRE REPAIR		01-210-54-00-5495	34.70
			03 TERA#502976-SQUAD REPAIR		01-210-54-00-5495	847.92
			04 TERA#503330-OIL CHANGE		01-210-54-00-5495	61.74
			05 TERA#503466-REPLACED ACTUATOR		01-210-54-00-5495	380.10
			06 TERA#503117-OIL&FILTER CHANGE		01-210-54-00-5495	191.75

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900171	FNBO	FIRST NATIONAL BANK OMAHA		12/25/25		
	122525-M.CARYLE	11/30/25	07 THOMSON REUTERS-MONTHLY		01-210-54-00-5419	476.70
			08 SOFTWARE SUBSCRIPTION-OCT 2025		** COMMENT **	
			09 CARSTAR-VEHICLE ACCIDENT		01-210-54-00-5495	1,000.00
			10 REPAIR DEDUCTIBLE		** COMMENT **	
			11 CARSTAR-VEHICLE ACCIDENT		01-210-54-00-5495	1,000.00
			12 REPAIR DEDUCTIBLE		** COMMENT **	
			13 OSWEGO VISION-EYEGASSES-		01-210-56-00-5600	456.00
			14 SHEPHERD		** COMMENT **	
			15 CHICAGO COMM-REPLACE FUSES AND		01-210-54-00-5495	1,155.00
			16 RADARS		** COMMENT **	
			17 CHICAGO COMM-SQUAD EQUIPMENT		25-205-60-00-6070	1,815.00
			18 REMOVAL		** COMMENT **	
					INVOICE TOTAL:	8,664.24 *
	122525-M.CISIJA	11/30/25	01 TURBOSCRIBE-11/18-12/18		01-110-54-00-5460	20.00
			02 SUBSCRIPTION		** COMMENT **	
			03 JEWEL-WATER, PLATES, COOKIES		01-110-56-00-5610	56.39
					INVOICE TOTAL:	76.39 *
	122525-M.CURTIS	11/30/25	01 AMAZON-ORNAMENTS		82-000-24-00-2480	12.99
					INVOICE TOTAL:	12.99 *
	122525-M.MCGREGORY	11/30/25	01 AMAZON-OFFICE CHAIRS		51-510-56-00-5620	123.49
			02 MENARDS#111325-WRENCH COMBO		51-510-56-00-5620	24.99
			03 CASEYS-ICE		51-510-56-00-5620	3.22
			04 ACE-KEYS		51-510-56-00-5620	25.70
			05 FLATSOS#37840-4 NEW TIRES		51-510-54-00-5490	1,000.00
					INVOICE TOTAL:	1,177.40 *
	122525-M.NELSON	11/30/25	01 AAN-NOTARY COURSE-JOHNSON		01-210-54-00-5462	29.00
			02 AAN-NOTARY COURSE-KETCHMARK		01-210-54-00-5462	29.00
					INVOICE TOTAL:	58.00 *
	122525-M.WARD	11/30/25	01 YORK POST-POSTAGE		82-820-54-00-5452	61.01
			02 AMAZON-BOOKS		82-820-56-00-5686	16.50
					INVOICE TOTAL:	77.51 *
	122525-P.LANDA	11/30/25	01 MENARDS#111225-CABLE TIES		79-790-56-00-5620	6.99
			02 MENARDS#111925-HOLIDAY DECOR		25-225-60-00-6010	147.82
					INVOICE TOTAL:	154.81 *
	122525-P.LEGENDRE	11/30/25	01 HOME DEPO-MARKING WAND		51-510-56-00-5620	37.98
			02 MENARDS#112425-HEPA VAC		51-510-56-00-5630	245.47
					INVOICE TOTAL:	283.45 *
	122525-P.MCMAHON	11/30/25	01 CAT SCALE-TRUCK WEIGHING		01-210-56-00-5620	29.50

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900171	FNBO	FIRST NATIONAL BANK OMAHA		12/25/25		
	122525-P.MCMAHON	11/30/25	02 AMAZON-PHONE CASE		01-210-56-00-5620	19.88
			03 PF PETTIBONE-OVERWEIGHT TICKET		01-210-54-00-5430	98.80
			04 BOOKS		** COMMENT **	
			05 PF PETTIBONE-DIGITAL ID CARD		01-210-54-00-5430	22.00
			06 NARESCUE-FIRST AID SUPPLIES		01-210-56-00-5620	468.00
			07 GAS-N-WASH-OCT 2025 WASHES		01-210-54-00-5495	36.40
			08 LOGO FACTORY-2 NIKE SHIRTS		01-210-56-00-5600	109.45
					INVOICE TOTAL:	784.03 *
	122525-P.RATOS	11/30/25	01 ICC-MEMBERSHIP RENEWAL		01-220-54-00-5460	170.00
			02 AMAZON-IRC 2021 CODE BOOK		01-220-54-00-5412	129.99
			03 AMAZON-CODE BOOKS & TABS		01-220-54-00-5412	64.54
					INVOICE TOTAL:	364.53 *
	122525-P.SCODRO	11/30/25	01 MENARDS#112025-BATTERIES,BINS,		51-510-56-00-5620	57.63
			02 DUCT SEALING COMPOUND		** COMMENT **	
			03 MENARDS#112025-WRENCH, HAMMER,		51-510-56-00-5630	436.93
			04 TORCH KIT, BUTANE FUEL		** COMMENT **	
			05 MENARDS#110325-FLEX TAGS		51-510-56-00-5620	1.97
			06 MENARDS#111425-CLEANERS		01-410-56-00-5620	17.26
			07 HOME DEPO-BATTERIES		51-510-56-00-5620	27.74
			08 HOMED DEPO-PLIERS, GLOVES		51-510-56-00-5620	29.85
			09 KEYME-COPY KEY		51-510-56-00-5620	5.43
					INVOICE TOTAL:	576.81 *
	122525-R.BEDFORD	11/30/25	01 NAPA#401575-MATS		01-410-56-00-5620	43.98
			02 MENARDS#112425-HOSE BARB		01-410-56-00-5620	9.52
					INVOICE TOTAL:	53.50 *
	122525-R.CONARD	11/30/25	01 MENARDS#111425-BRITA WATER		51-510-56-00-5638	199.92
			02 PITCHERS		** COMMENT **	
			03 MENARDS#110725-BATTERY		51-510-56-00-5620	119.99
			04 MENARDS#112125-TOOL BAG,TOWELS		51-510-56-00-5620	76.72
			05 MENARDS#111725-PVC PLUGS		51-510-56-00-5620	5.98
					INVOICE TOTAL:	402.61 *
	122525-R.FREDRICKSON	11/30/25	01 IPASS-TRANSPONDER REFILL		01-000-14-00-1410	20.00
			02 COMCAST-10/13-11/12 INTERNET		51-510-54-00-5440	128.91
			03 AT 610 TOWER PLANT		** COMMENT **	
			04 COMCAST-10/15-11/14 INTERNET		79-795-54-00-5440	251.86
			05 AT 102 E VAN EMMON		** COMMENT **	
			06 NEWTEK-11/11-12/11 WEB HOSTING		01-640-54-00-5450	17.90
			07 YORK POST-JRB PACKET POSTAGE		87-870-54-00-5462	8.02
			08 YORK POST-JRB PACKET POSTAGE		88-880-54-00-5462	8.01
			09 YORK POST-JRB PACKET POSTAGE		89-890-54-00-5462	8.01

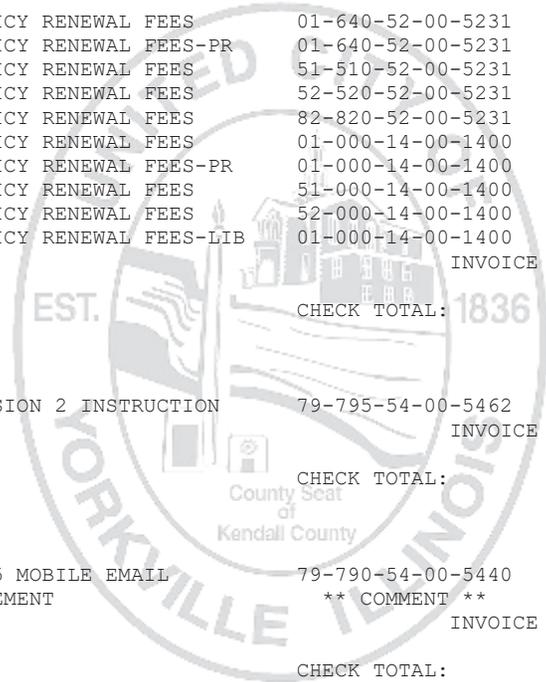
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900171	FNBO	FIRST NATIONAL BANK OMAHA			12/25/25		
	122525-R.FREDRICKSON	11/30/25	10	COMCAST-10/29-11/28 185 WOLF		79-790-54-00-5440	306.86
			11	INTERNET		** COMMENT **	
			12	COMCAST-10/30-11/29 610 TOWER		52-520-54-00-5440	31.58
			13	INTERNET		** COMMENT **	
			14	COMCAST-10/30-11/29 610 TOWER		01-410-54-00-5440	126.32
			15	INTERNET		** COMMENT **	
			16	COMCAST-10/30-11/29 610 TOWER		51-510-54-00-5440	78.95
			17	INTERNET		** COMMENT **	
				INVOICE TOTAL:			986.42 *
	122525-R.HODOUS	11/30/25	01	MENARDS#110325-TEES, COUPLER,		25-225-60-00-6010	561.82
			02	PIPE FOR CANNONBALL PARK		** COMMENT **	
			03	REPAIRS		** COMMENT **	
			04	MENARDS#111025-HOLIDAY DECOR		25-225-60-00-6010	120.36
			05	SUPPLIES		** COMMENT **	
			06	MENARDS#111425-LANDSCAPE		79-790-56-00-5640	39.90
			07	BLOCKS, CAULK		** COMMENT **	
			08	MENARDS#110325-FUEL PREMIX		79-790-56-00-5620	13.94
				INVOICE TOTAL:			736.02 *
	122525-R.HORNER	11/30/25	01	MENARDS#111025-STAPLES,BOWS,		25-225-60-00-6010	71.91
			02	LIGHTS		** COMMENT **	
			03	MENARDS#111025-ELECTRICAL TAPE		25-225-60-00-6010	8.96
			04	MENARDS#110425-PIPE, TEES,		25-225-60-00-6010	88.29
			05	ELBOWS, PVC TILE TAPE		** COMMENT **	
				INVOICE TOTAL:			169.16 *
	122525-R.MIKOLASEK	11/30/25	01	BLUE PEAK-SKILLS MANAGER		01-210-54-00-5462	540.00
			02	SOFTWARE ANNUAL SUBSCRIPTION		** COMMENT **	
				INVOICE TOTAL:			540.00 *
	122525-S.AUGUSTINE	11/30/25	01	AMAZON-BOOKS		82-820-56-00-5686	159.06
			02	AMAZON-CRAFT SUPPLIES		82-000-24-00-2480	94.56
			03	ULINE-CASTERS		82-820-56-00-5620	71.29
			04	AMAZON-BOOKS		82-820-56-00-5686	40.31
			05	IMPACT-LASER JET PRINTER		84-840-56-00-5635	1,199.95
			06	AMAZON-BOOKS		82-820-56-00-5686	528.37
			07	AMAZON-BOOKS		82-820-56-00-5686	47.83
			08	AMAZON-KIDS PROGRAM SUPPLIES		82-000-24-00-2480	188.23
			09	MOBILE CITIZEN-HOTSPOTS		82-820-54-00-5440	960.00
			10	SMITHEREEN-NOV 2025 PEST		82-820-54-00-5462	92.00
			11	CONTROL		** COMMENT **	
			12	KENDALL PRINT-AP CHECK STOCK		82-820-54-00-5462	122.95
			13	MENARDS#112425-CLIPS,CLIP BOX		82-820-56-00-5610	16.77
			14	AMAZON-GLOVES,SLING BAG		82-820-56-00-5610	29.89
				INVOICE TOTAL:			3,551.21 *

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900171	FNBO	FIRST NATIONAL BANK OMAHA			12/25/25		
	122525-S.DIAZ	11/30/25	01	AMAZON-EXPANDING FILE POCKETS		01-110-56-00-5610	14.33
			02	AMAZON-COPY PAPER		01-110-56-00-5610	91.56
			03	AMAZON-FILE POCKETS, 1099-R		01-110-56-00-5610	42.93
			04	FORMS		** COMMENT **	
						INVOICE TOTAL:	148.82 *
	122525-S.IWANSKI	11/30/25	01	YORK POST-POSTAGE		82-820-54-00-5452	113.42
						INVOICE TOTAL:	113.42 *
	122525-S.REDMON	11/30/25	01	RUNCO-LABELS, ENVELOPES		79-795-56-00-5606	156.52
			02	AMAZON-MICROPHONE		79-795-56-00-5606	355.99
			03	AT&T-10/24-11/23 INTERNET FOR		79-795-54-00-5440	146.58
			04	TOWN SQUARE SIGN		** COMMENT **	
			05	AMAZON-GO PRO MOUNTS		79-795-56-00-5606	21.98
			06	JACKSON-HIRSH-LAMINATOR ITEMS		79-795-56-00-5610	281.82
			07	IPRA-CONFERENCE		79-795-54-00-5412	350.00
			08	REGISTRATION-REMUS		** COMMENT **	
			09	IPRA-CONFERENCE		79-790-54-00-5412	175.00
			10	REGISTRATION-EVANS		** COMMENT **	
			11	IPRA-CONFERENCE		79-795-54-00-5412	175.00
			12	REGISTRATION-		** COMMENT **	
			13	IPRA-CONFERENCE		79-795-54-00-5412	415.00
			14	REGISTRATION-JAKE GALAUNER		** COMMENT **	
			15	IPRA-CONFERENCE		79-795-54-00-5412	415.00
			16	REGISTRATION-REDMON		** COMMENT **	
			17	NCSI-OCT 2025 BACKGROUND CHECK		79-795-54-00-5462	595.00
			18	CHASEWOOD-LEGO ROBOTICS AND		79-795-54-00-5462	1,540.00
			19	MINE CRAFT CLASS INSTRUCTION		** COMMENT **	
			20	HOME DEPO-SANTA SLEIGH		25-225-60-00-6010	234.00
			21	ARNESON#281786-NOV 2025 DSL		79-790-56-00-5695	123.00
			22	ARNESON#278066-OCT 2025 GAS		79-790-56-00-5695	712.79
			23	ARNESON#281736-OCT 2025 GAS		79-790-56-00-5695	738.89
			24	ARNESON#280747-OCT 2025 GAS		79-790-56-00-5695	824.34
			25	ARNESON#281785-NOV 2025 GAS		79-790-56-00-5695	1,069.19
			26	YORK POST-SANTA LETTER POSTAGE		79-795-54-00-5452	62.40
			27	AMAZON-COFFEE MAKER		79-795-56-00-5606	226.97
			28	RUNCO-DISPOSABLE FLATWARE,		79-795-56-00-5610	129.89
			29	PLATES		** COMMENT **	
			30	NCSI-BACKGROUND CHECKS		51-510-56-00-5620	105.00
			31	NCSI-BACKGROUND CHECKS		79-795-54-00-5462	70.00
			32	RUNCO-ENVELOPES		79-795-56-00-5606	28.03
			33	JEWEL-RACE SUPPLIES		79-795-56-00-5606	99.86
			34	RUNCO-ENVELOPE SEALER		79-795-56-00-5610	1.68
			35	FUN EXPRESS-		79-795-56-00-5606	52.34
						INVOICE TOTAL:	9,106.27 *

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900171	FNBO	FIRST NATIONAL BANK OMAHA		12/25/25		
	122525-S.SENDRA	11/30/25	01 AMAZON-SANTA LETTER SUPPLIES 02 AMAZON-BALLOON PUMP		79-795-56-00-5606 79-795-56-00-5606	18.47 20.88
					INVOICE TOTAL:	39.35 *
	122525-S.SLEEZER	11/30/25	01 STEVENS-STAFF SHIRTS 02 RIVERVIEW-BATTERY 03 MENARDS#110625-CHRISTMAS 04 LIGHTS 05 WINDING CREEK-TREES 06 MENARDS#111425-PAINTING POLE, 07 CABLE TIES 08 MENARDS#110725-INFLATABLE 09 MENARDS#103125-CHRISTMAS 10 SUPPLIES AND DECORATIONS 11 WINDING CREEK-BOWS 12 HOME DEPO-SANTA SLEIGH 13 MENARDS#112125-LIGHTS 14 MENARDS#111925-LIGHTS 15 MENARDS#111225-LIGHTS		79-790-56-00-5600 79-790-56-00-5640 25-225-60-00-6010 ** COMMENT ** 79-790-56-00-5640 79-790-56-00-5630 ** COMMENT ** 25-225-60-00-6010 25-225-60-00-6010 ** COMMENT ** 25-225-60-00-6010 25-225-60-00-6010 25-225-60-00-6010 25-225-60-00-6010 25-225-60-00-6010 INVOICE TOTAL:	793.95 199.95 853.80 6,110.00 16.85 35.99 883.95 180.00 179.00 65.78 281.52 439.56 10,040.35 *
	122525-T.HOULE	11/30/25	01 AMAZON-HOSE NOZZLES 02 MENARDS#112425-CORR TUBING 03 MENARDS#112025-WALL BLOCKS 04 FLATSOS#37752-INNER TUBE 05 NORTIC SOCIAL-ISA FLASHCARDS 06 MONTHLY SUBSCRIPTION 07 1000 BULBS-REPLACEMENT BULBS		79-790-56-00-5640 79-790-56-00-5640 79-790-56-00-5640 79-790-54-00-5495 79-790-54-00-5412 ** COMMENT ** 25-225-60-00-6010 INVOICE TOTAL:	48.78 149.99 4.45 30.00 16.23 341.88 591.33 *
	122525-T.MILSCHEWSKI	11/30/25	01 MENARDS#110725-BATTERIES, TOWEL 02 MENARDS#110725-BATTERIES, 03 GLOVES 04 HOME DEPO-BULBS, GRAB TOOL 05 MENARDS#103025-PD GARAGE 06 SUPPLIES 07 MENARDS#102925-PD GARAGE 08 SUPPLIES 09 MENARDS#111425-KEYLESS DOOR 10 ENTRY 11 MENARDS#112425-SCREWS 12 ACE-GUTTER KIT 13 HOME DEPO-ROLLERS 14 MENARDS#103125-SHELF BRACKETS		24-216-56-00-5656 24-216-56-00-5656 ** COMMENT ** 82-820-54-00-5495 24-216-56-00-5656 ** COMMENT ** 24-216-56-00-5656 ** COMMENT ** 24-216-56-00-5656 ** COMMENT ** 24-216-56-00-5656 24-216-56-00-5656 24-216-56-00-5656 24-216-56-00-5656 INVOICE TOTAL:	20.38 30.97 22.95 78.80 49.84 95.86 8.08 54.99 22.82 11.16 395.85 *
					CHECK TOTAL:	107,044.90
					TOTAL AMOUNT PAID:	107,044.90

INVOICES DUE ON/BEFORE 01/13/2026

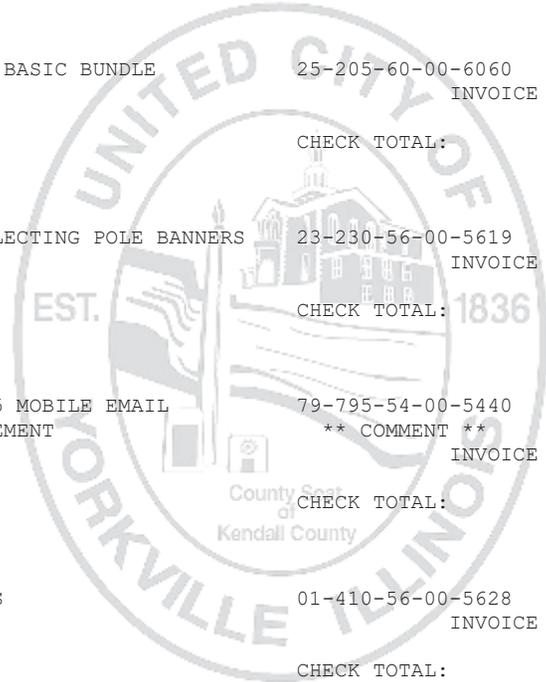
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
544100	AACVB	AURORA AREA CONVENTION						
	11/25-ALL	12/11/25	01	NOV 2025 ALL SEASON HOTEL TAX	01-640-54-00-5481		28.01	
					INVOICE TOTAL:		28.01 *	
					CHECK TOTAL:		28.01	
544101	ALLIANT	ALLIANT INSURANCE SERVICES INC						
	3337737	12/08/25	01	2026 POLICY RENEWAL FEES	01-640-52-00-5231		10,927.94	
			02	2026 POLICY RENEWAL FEES-PR	01-640-52-00-5231		2,272.18	
			03	2026 POLICY RENEWAL FEES	51-510-52-00-5231		1,205.00	
			04	2026 POLICY RENEWAL FEES	52-520-52-00-5231		577.63	
			05	2026 POLICY RENEWAL FEES	82-820-52-00-5231		905.76	
			06	2026 POLICY RENEWAL FEES	01-000-14-00-1400		22,187.02	
			07	2026 POLICY RENEWAL FEES-PR	01-000-14-00-1400		4,613.21	
			08	2026 POLICY RENEWAL FEES	51-000-14-00-1400		2,446.52	
			09	2026 POLICY RENEWAL FEES	52-000-14-00-1400		1,172.77	
			10	2026 POLICY RENEWAL FEES-LIB	01-000-14-00-1400		1,838.97	
					INVOICE TOTAL:		48,147.00 *	
					CHECK TOTAL:		48,147.00	
544102	ALLSTAR	ALL STAR SPORTS INSTRUCTION						
	257026	12/15/25	01	FALL SESSION 2 INSTRUCTION	79-795-54-00-5462		3,726.00	
					INVOICE TOTAL:		3,726.00 *	
					CHECK TOTAL:		3,726.00	
544103	ANDERSJA	JARED ANDERSON						
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	79-790-54-00-5440		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 01/13/2026

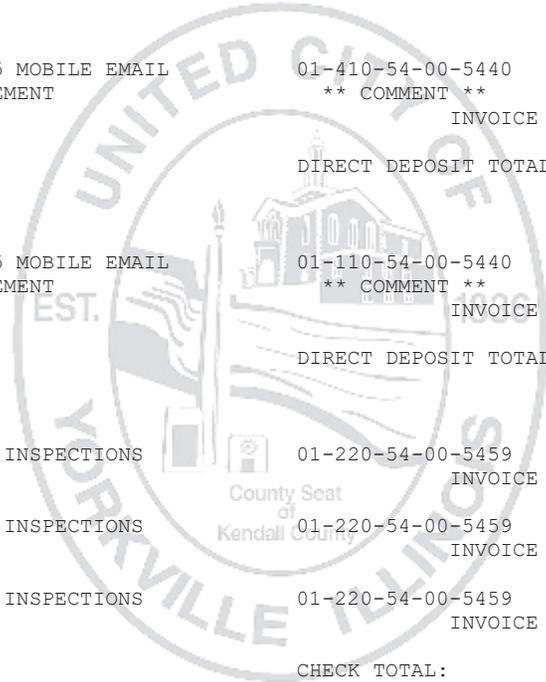
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D004614	ANTPLACE	ANTHONY PLACE YORKVILLE LP					
	FEB 2026	01/01/26	01	CITY OF YORKVILLE HOUSING	01-640-54-00-5427		662.00
			02	ASSISTANCE PROGRAM RENT	** COMMENT **		
			03	REIMBURSEMENT FOR FEB 2026	** COMMENT **		
					INVOICE TOTAL:		662.00 *
					DIRECT DEPOSIT TOTAL:		662.00
544104	AXON	AXON ENTERPRISE, INC					
	INUS404476	12/15/25	01	TASER 10 BASIC BUNDLE	25-205-60-00-6060		21,600.00
					INVOICE TOTAL:		21,600.00 *
					CHECK TOTAL:		21,600.00
544105	BANNERS	BANNERS.COM					
	81225-517	12/18/25	01	WIND DEFLECTING POLE BANNERS	23-230-56-00-5619		9,743.60
					INVOICE TOTAL:		9,743.60 *
					CHECK TOTAL:		9,743.60
544106	BARBANEM	MARISA BARBANENTE					
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
544107	BATTERYYS	BATTERY SERVICE CORPORATION					
	0125229	12/05/25	01	BATTERIES	01-410-56-00-5628		137.02
					INVOICE TOTAL:		137.02 *
					CHECK TOTAL:		137.02



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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004615	BEAVERST 14	VERNNE L. HENNE 12/29/25	01	1203 BADGER ST UNIT B-PYMT#14	51-510-54-00-5485		833.34
			02	1203 BADGER ST UNIT B-PYMT#14	52-520-54-00-5485		833.33
			03	1203 BADGER ST UNIT B-PYMT#14	01-410-54-00-5485		833.33
				INVOICE TOTAL:			2,500.00 *
				DIRECT DEPOSIT TOTAL:			2,500.00
D004616	BEDFORDR 010126	RYAN BEDFORD 01/01/26	01	DEC 2025 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
D004617	BEHLANDJ 010126	JORI CONTRINO 01/01/26	01	DEC 2025 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
544108	BFCONSTR 21762	B&F CONSTRUCTION CODE SERVICES 12/15/25	01	NOV 2025 INSPECTIONS	01-220-54-00-5459		6,520.00
				INVOICE TOTAL:			6,520.00 *
	21770	12/15/25	01	OCT 2025 INSPECTIONS	01-220-54-00-5459		5,760.00
				INVOICE TOTAL:			5,760.00 *
	21772	12/16/25	01	AUG 2025 INSPECTIONS	01-220-54-00-5459		6,440.00
				INVOICE TOTAL:			6,440.00 *
				CHECK TOTAL:			18,720.00

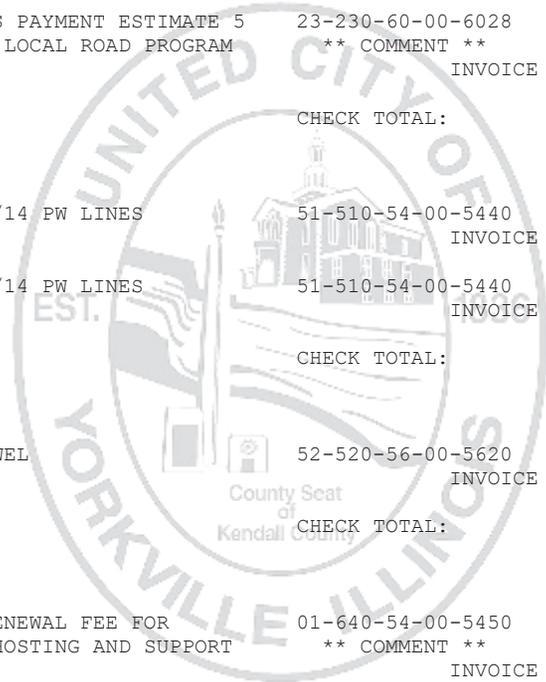


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544109	BICOAST BICOASTAL PRODUCTIONS LLC						
	2026 HTD-DEPOSIT	12/30/25	01	2026 HTD BAND DEPOSIT	79-000-14-00-1400		3,750.00
						INVOICE TOTAL:	3,750.00 *
						CHECK TOTAL:	3,750.00
544110	BUILDERS BUILDERS ASPHALT LLC						
	2504405	12/10/25	01	ENGINEERS PAYMENT ESTIMATE 5	23-230-60-00-6028		36,582.52
			02	FOR 2025 LOCAL ROAD PROGRAM	** COMMENT **		
						INVOICE TOTAL:	36,582.52 *
						CHECK TOTAL:	36,582.52
544111	CALLONE PEERLESS NETWORK, INC						
	82780	09/15/25	01	09/15-10/14 PW LINES	51-510-54-00-5440		321.13
						INVOICE TOTAL:	321.13 *
	87960	12/15/25	01	12/15-01/14 PW LINES	51-510-54-00-5440		320.59
						INVOICE TOTAL:	320.59 *
						CHECK TOTAL:	641.72
544112	CAMBRIA CAMBRIA SALES COMPANY INC.						
	44277	12/09/25	01	PAPER TOWEL	52-520-56-00-5620		163.53
						INVOICE TOTAL:	163.53 *
						CHECK TOTAL:	163.53
544113	CIVICPLS CIVIC PLUS						
	349665	11/01/25	01	ANNUAL RENEWAL FEE FOR	01-640-54-00-5450		11,856.46
			02	WEBSITE HOSTING AND SUPPORT	** COMMENT **		
						INVOICE TOTAL:	11,856.46 *
						CHECK TOTAL:	11,856.46



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

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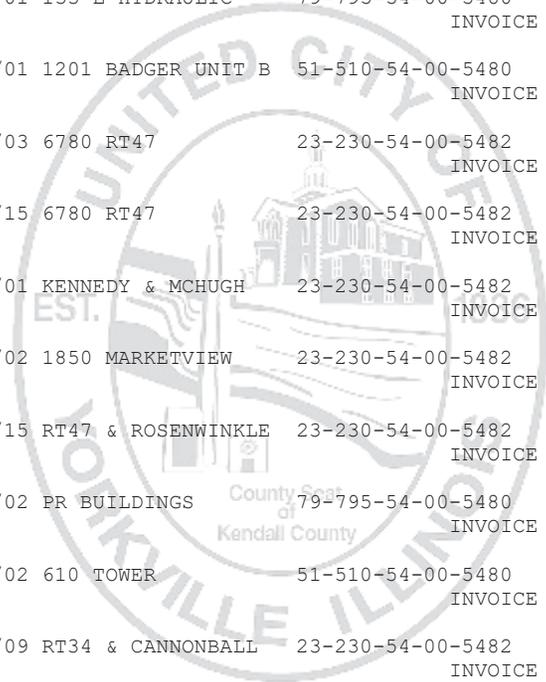
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544114	COMED	COMMONWEALTH EDISON					
	0505912000-120125	12/01/25	01	10/29-11/26 1908 RAINTREE	23-230-54-00-5482		213.39
					INVOICE TOTAL:		213.39 *
	0884004000-120225	12/02/25	01	10/30-12/01 1991 CANNONBALL TR	51-510-54-00-5480		273.84
					INVOICE TOTAL:		273.84 *
	0884004000-121325	12/13/25	01	12/01-12/12 1991 CANNONBALL TR	51-510-54-00-5480		134.29
					INVOICE TOTAL:		134.29 *
	1135300100-120225	12/02/25	01	10/30-12/01 456 KENNEDY RD	52-520-54-00-5480		117.75
					INVOICE TOTAL:		117.75 *
	1709169000-120325	12/03/25	01	11/03-12/03 RT34 & AUTUMN CRK	23-230-54-00-5482		307.52
					INVOICE TOTAL:		307.52 *
	1870344000-120525	12/05/25	01	11/03-12/03 105 COUNTRYSIDE PK	79-795-54-00-5480		38.22
					INVOICE TOTAL:		38.22 *
	1951034000-120525	12/05/25	01	11/04-12/04 RT34 & BEECHER	23-230-54-00-5482		96.99
					INVOICE TOTAL:		96.99 *
	2173921222-120325	12/03/25	01	10/31-12/02 420 FAIRHAVEN	51-510-54-00-5480		172.73
					INVOICE TOTAL:		172.73 *
	2536492222-120525	12/05/25	01	11/03-12/03 SARAVANOS PUMP	52-520-54-00-5480		334.89
					INVOICE TOTAL:		334.89 *
	2793598111-120325	12/03/25	01	10/31-12/02 1975 N BRIDGE LIFT	52-520-54-00-5480		519.79
					INVOICE TOTAL:		519.79 *
	3059341222-121625	12/16/25	01	11/14-12/15 9257 GALENA PARK	79-795-54-00-5480		115.70
					INVOICE TOTAL:		115.70 *
	3131491222-120325	12/29/25	01	10/31-12/02 101 BRUELL ST	52-520-54-00-5480		543.18
					INVOICE TOTAL:		543.18 *

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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544114	COMED	COMMONWEALTH EDISON					
	3260462000-120225	12/02/25	01	10/31-12/02 RIVER & RT 47	23-230-54-00-5482		598.36
					INVOICE TOTAL:		598.36 *
	3387801111-120125	12/01/25	01	10/29-11/26 872 PRAIRIE CR	23-230-54-00-5482		404.92
					INVOICE TOTAL:		404.92 *
	3573137000-120225	12/02/25	01	10/30-12/01 133 E HYDRAULIC	79-795-54-00-5480		226.52
					INVOICE TOTAL:		226.52 *
	3741450787-120125	12/01/25	01	10/30-12/01 1201 BADGER UNIT B	51-510-54-00-5480		63.83
					INVOICE TOTAL:		63.83 *
	5110449000-120425	12/04/25	01	11/03-12/03 6780 RT47	23-230-54-00-5482		133.72
					INVOICE TOTAL:		133.72 *
	5110449000-121625	12/16/25	01	12/03-12/15 6780 RT47	23-230-54-00-5482		65.64
					INVOICE TOTAL:		65.64 *
	5285646000-120225	12/02/25	01	10/30-12/01 KENNEDY & MCHUGH	23-230-54-00-5482		116.45
					INVOICE TOTAL:		116.45 *
	5288861222-120325	12/03/25	01	10/31-12/02 1850 MARKETVIEW	23-230-54-00-5482		120.40
					INVOICE TOTAL:		120.40 *
	5336617000-121625	12/16/25	01	11/14-12/15 RT47 & ROSENWINKLE	23-230-54-00-5482		55.17
					INVOICE TOTAL:		55.17 *
	5946707000-121025	12/10/25	01	10/31-12/02 PR BUILDINGS	79-795-54-00-5480		251.96
					INVOICE TOTAL:		251.96 *
	6114554111-120325	12/03/25	01	10/31-12/02 610 TOWER	51-510-54-00-5480		364.83
					INVOICE TOTAL:		364.83 *
	6242447000-121025	12/10/25	01	11/07-12/09 RT34 & CANNONBALL	23-230-54-00-5482		24.38
					INVOICE TOTAL:		24.38 *



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

UNITED CITY OF YORKVILLE
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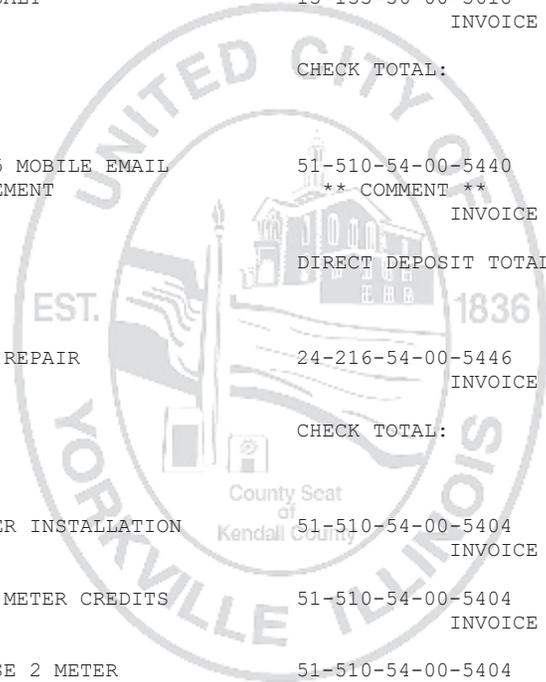
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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544114	COMED	COMMONWEALTH EDISON					
	6564924000-121925	12/19/25	01	11/19-12/18 421 POPLAR	23-230-54-00-5482		7,748.43
					INVOICE TOTAL:		7,748.43 *
	7581432222-120125	12/01/25	01	10/29-11/26 1107 PRAIRIE LIFT	52-520-54-00-5480		151.77
					INVOICE TOTAL:		151.77 *
	7824275000-120325	12/03/25	01	10/31-12/02 1 MCHUGH RD	23-230-54-00-5482		115.14
					INVOICE TOTAL:		115.14 *
	8273737000-120125	12/01/25	01	10/30-12/01 104 E VAN EMMON	01-110-54-00-5480		444.26
					INVOICE TOTAL:		444.26 *
	8500662000-120225	12/02/25	01	10/30-12/01 PRESTWICK LIFT	52-520-54-00-5480		169.16
					INVOICE TOTAL:		169.16 *
	8503040100-120525	12/05/25	01	11/04-12/04 FOXHILL 7 LIFT	52-520-54-00-5480		117.60
					INVOICE TOTAL:		117.60 *
	8503040100-121825	12/18/25	01	12/04-12/17 FOXHILL 7 LIFT	52-520-54-00-5480		53.37
					INVOICE TOTAL:		53.37 *
	8507242000-120325	12/03/25	01	10/31-12/02 7 COUNTRYSIDE PKWY	23-230-54-00-5482		167.95
					INVOICE TOTAL:		167.95 *
	9193732222-121625	12/16/25	01	11/14-12/15 4600 BRIDGE TANK	51-510-54-00-5480		100.46
					INVOICE TOTAL:		100.46 *
	9567127000-120325	12/03/25	01	10/31-12/02 1 COUNTRYSIDE PKWY	23-230-54-00-5482		250.61
					INVOICE TOTAL:		250.61 *
	9810925111-120225	12/02/25	01	10/30-12/01 276 WINDHAM LIFT	52-520-54-00-5480		247.71
					INVOICE TOTAL:		247.71 *
	9932246834-121025	12/10/25	01	11/10-12/10 306 BOOMBAH	51-510-54-00-5480		1,199.83
					INVOICE TOTAL:		1,199.83 *
					CHECK TOTAL:		16,060.76

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

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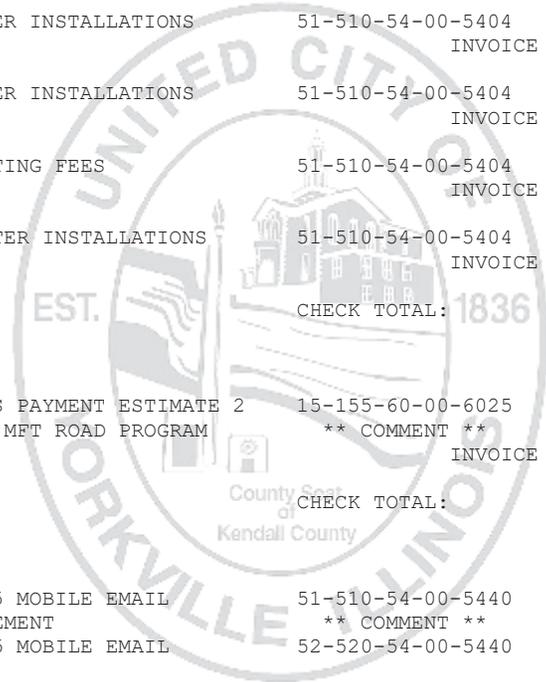
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
544115	COMPASS	COMPASS MINERALS AMERICA						
	1572009	11/26/25	01	HIGHWAY SALT	15-155-56-00-5618		19,392.11	
					INVOICE TOTAL:		19,392.11 *	
	1573422	12/01/25	01	HIGHWAY SALT	15-155-56-00-5618		9,712.09	
					INVOICE TOTAL:		9,712.09 *	
	1578798	12/08/25	01	HIGHWAY SALT	15-155-56-00-5618		42,251.96	
					INVOICE TOTAL:		42,251.96 *	
					CHECK TOTAL:		71,356.16	
D004618	CONARDR	RYAN CONARD						
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	51-510-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	
544116	CONFLOOR	CONSOLIDATED FLOORING LLC						
	42056	12/18/25	01	STAIRWAY REPAIR	24-216-54-00-5446		1,218.00	
					INVOICE TOTAL:		1,218.00 *	
					CHECK TOTAL:		1,218.00	
544117	COREMAIN	CORE & MAIN LP						
	Y119604	11/24/25	01	2025 METER INSTALLATION	51-510-54-00-5404		990.00	
					INVOICE TOTAL:		990.00 *	
	Y124205	11/17/25	01	RETURNED METER CREDITS	51-510-54-00-5404		-10,530.00	
					INVOICE TOTAL:		-10,530.00 *	
	Y127632	11/26/25	01	2026 PHASE 2 METER	51-510-54-00-5404		94,770.00	



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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
544117	COREMAIN	CORE & MAIN LP						
	Y127632	11/26/25	02	INSTALLATIONS	** COMMENT **			
					INVOICE TOTAL:		94,770.00 *	
	Y128871	11/25/25	01	2026 PHASE 2 METER	51-510-54-00-5404		36,239.10	
			02	INSTALLATIONS	** COMMENT **			
					INVOICE TOTAL:		36,239.10 *	
	Y132697	11/24/25	01	2025 METER INSTALLATIONS	51-510-54-00-5404		2,140.52	
					INVOICE TOTAL:		2,140.52 *	
	Y141771	11/24/25	01	2025 METER INSTALLATIONS	51-510-54-00-5404		21,060.00	
					INVOICE TOTAL:		21,060.00 *	
	Y147965	11/19/25	01	2026 HOSTING FEES	51-510-54-00-5404		22,216.00	
					INVOICE TOTAL:		22,216.00 *	
	Y154509	11/20/25	01	2025 METER INSTALLATIONS	51-510-54-00-5404		10,371.00	
					INVOICE TOTAL:		10,371.00 *	
					CHECK TOTAL:		177,256.62	
544118	DCONST	D. CONSTRUCTION, INC.						
	2500072.02	12/10/25	01	ENGINEERS PAYMENT ESTIMATE 2	15-155-60-00-6025		418,157.12	
			02	FOR 2025 MFT ROAD PROGRAM	** COMMENT **			
					INVOICE TOTAL:		418,157.12 *	
					CHECK TOTAL:		418,157.12	
D004619	DHUSEE	DHUSE, ERIC						
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	51-510-54-00-5440		15.00	
			02	REIMBURSEMENT	** COMMENT **			
			03	DEC 2025 MOBILE EMAIL	52-520-54-00-5440		15.00	

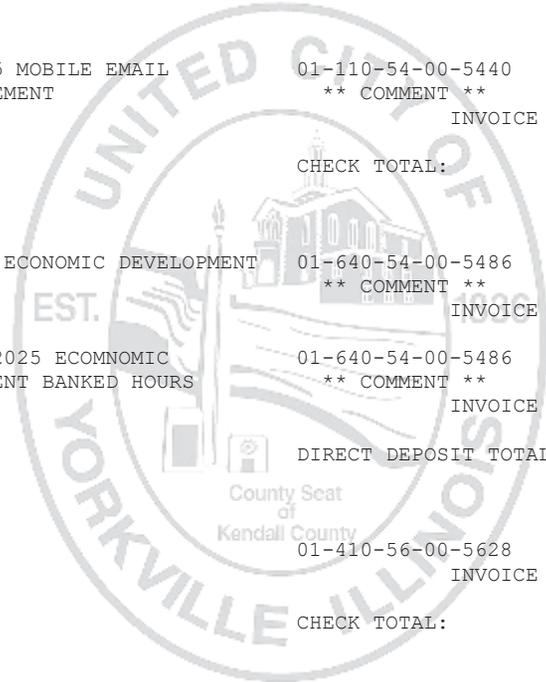


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

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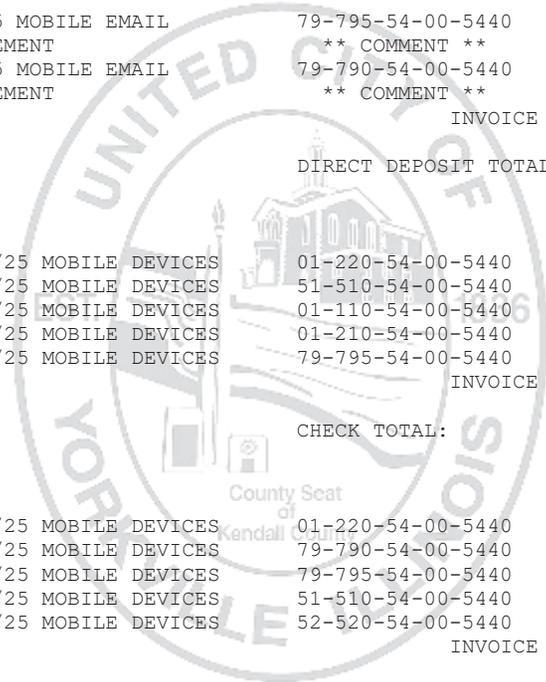
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D004619	DHUSEE DHUSE, ERIC						
	010126	01/01/26	04	REIMBURSEMENT	** COMMENT **		
			05	DEC 2025 MOBILE EMAIL	01-410-54-00-5440		15.00
			06	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544119	DIAZS STACY DIAZ						
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
D004620	DLK DLK, LLC						
	301	12/29/25	01	DEC 2025 ECONOMIC DEVELOPMENT	01-640-54-00-5486		10,042.50
			02	HOURS	** COMMENT **		
					INVOICE TOTAL:		10,042.50 *
	306	12/29/25	01	OCT-DEC 2025 ECOMNOMIC	01-640-54-00-5486		16,995.00
			02	DEVELOPMENT BANKED HOURS	** COMMENT **		
					INVOICE TOTAL:		16,995.00 *
					DIRECT DEPOSIT TOTAL:		27,037.50
544120	DUTEK THOMAS & JULIE FLETCHER						
	1028454	12/01/25	01	HOSES	01-410-56-00-5628		281.00
					INVOICE TOTAL:		281.00 *
					CHECK TOTAL:		281.00
544121	EEI ENGINEERING ENTERPRISES, INC.						



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 01/13/2026

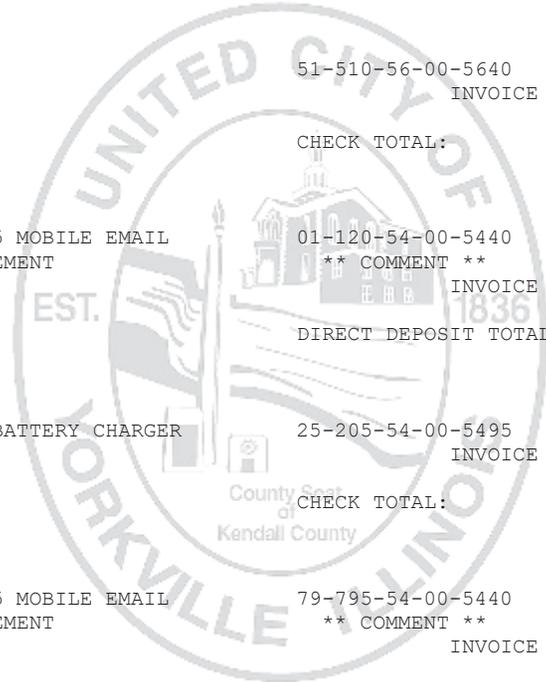
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544121	EEI	ENGINEERING ENTERPRISES, INC.						
	84863	09/30/25	01	RT47 WATER MAIN RELOCATION	51-510-60-00-6035		3,402.58	
					INVOICE TOTAL:		3,402.58 *	
					CHECK TOTAL:		3,402.58	
D004621	EVANST	TIM EVANS						
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	79-795-54-00-5440		22.50	
			02	REIMBURSEMENT	** COMMENT **			
			03	DEC 2025 MOBILE EMAIL	79-790-54-00-5440		22.50	
			04	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	
544122	FIRSTNET	AT&T MOBILITY						
	287313454005X1203202	11/25/25	01	10/26-11/25 MOBILE DEVICES	01-220-54-00-5440		42.29	
			02	10/26-11/25 MOBILE DEVICES	51-510-54-00-5440		121.59	
			03	10/26-11/25 MOBILE DEVICES	01-110-54-00-5440		84.58	
			04	10/26-11/25 MOBILE DEVICES	01-210-54-00-5440		891.46	
			05	10/26-11/25 MOBILE DEVICES	79-795-54-00-5440		158.60	
					INVOICE TOTAL:		1,298.52 *	
					CHECK TOTAL:		1,298.52	
544123	FIRSTNET	AT&T MOBILITY						
	287313454207X1203202	11/25/25	01	10/26-11/25 MOBILE DEVICES	01-220-54-00-5440		404.75	
			02	10/26-11/25 MOBILE DEVICES	79-790-54-00-5440		36.24	
			03	10/26-11/25 MOBILE DEVICES	79-795-54-00-5440		157.06	
			04	10/26-11/25 MOBILE DEVICES	51-510-54-00-5440		277.88	
			05	10/26-11/25 MOBILE DEVICES	52-520-54-00-5440		72.48	
					INVOICE TOTAL:		948.41 *	
					CHECK TOTAL:		948.41	



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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544124	FISCHER FISCHER EXCAVATING, INC						
	120425-4 & FINAL	12/04/25	01	ENGINEERS PAYMENT ESTIMATE 4	52-520-60-00-6024		99,617.80
			02	AND FINAL FOR SOUTHERN	** COMMENT **		
			03	SANITARY SEWER CONNECTION	** COMMENT **		
					INVOICE TOTAL:		99,617.80 *
					CHECK TOTAL:		99,617.80
544125	FOX RIDGE FOX RIDGE STONE						
	12061	12/12/25	01	GRAVEL	51-510-56-00-5640		65.00
					INVOICE TOTAL:		65.00 *
					CHECK TOTAL:		65.00
D004622	FREDRICK ROB FREDRICKSON						
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544126	FULTON J & D INGENUITIES, LLC						
	3099	12/15/25	01	REPLACE BATTERY CHARGER	25-205-54-00-5495		954.45
					INVOICE TOTAL:		954.45 *
					CHECK TOTAL:		954.45
D004623	GALAUNEJ JAKE GALAUNER						
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

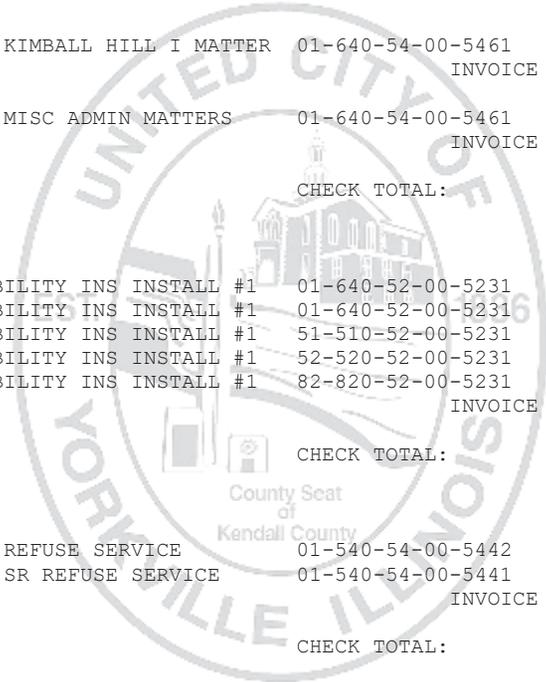


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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				

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544127	GALAUNJU 1010126	JULIE GALAUNER 01/01/26	01 02	DEC 2025 MOBILE EMAIL REIMBURSEMENT	79-795-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * CHECK TOTAL: 45.00
544128	GARDKOCH 27639	GARDINER KOCH & WEISBERG 12/09/25	01	NOV 2025 KIMBALL HILL I MATTER	01-640-54-00-5461		7,455.10 INVOICE TOTAL: 7,455.10 *
	27740	12/09/25	01	NOV 2025 MISC ADMIN MATTERS	01-640-54-00-5461		1,330.00 INVOICE TOTAL: 1,330.00 * CHECK TOTAL: 8,785.10
544129	GLATFELT 293985133-1	GLATFELTER UNDERWRITING SRVS. 12/19/25	01 02 03 04 05	2026 LIABILITY INS INSTALL #1 2026 LIABILITY INS INSTALL #1 2026 LIABILITY INS INSTALL #1 2026 LIABILITY INS INSTALL #1 2026 LIABILITY INS INSTALL #1	01-640-52-00-5231 01-640-52-00-5231 51-510-52-00-5231 52-520-52-00-5231 82-820-52-00-5231		82,313.17 17,114.88 9,076.52 4,350.91 6,822.52 INVOICE TOTAL: 119,678.00 * CHECK TOTAL: 119,678.00
544130	GROOT 15381977T102	GROOT INC 11/01/25	01 02	OCT 2025 REFUSE SERVICE OCT 2025 SR REFUSE SERVICE	01-540-54-00-5442 01-540-54-00-5441		164,413.29 5,350.21 INVOICE TOTAL: 169,763.50 * CHECK TOTAL: 169,763.50

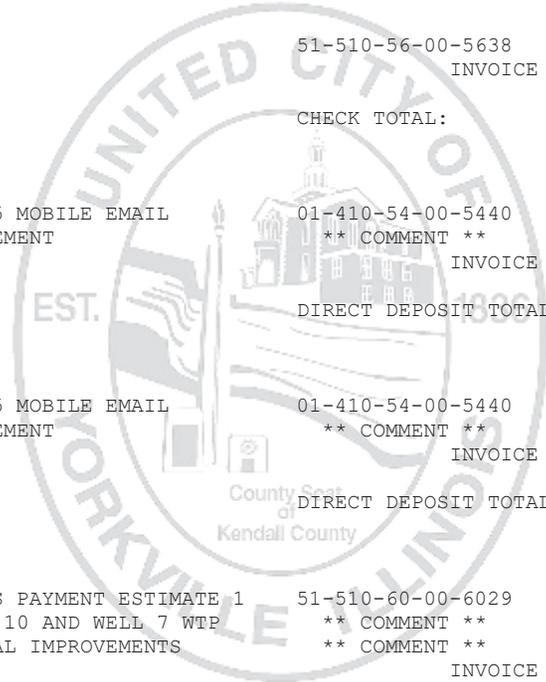


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| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520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

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544131	GROOT GROOT INC 15509721T102	12/01/25	01	NOV 2025 REFUSE SERVICE	01-540-54-00-5442		164,670.27
			02	NOV 2025 SR. REFUSE SERVICE	01-540-54-00-5441		5,367.97
					INVOICE TOTAL:		170,038.24 *
					CHECK TOTAL:		170,038.24
544132	HAWKINS HAWKINS INC 7259600	11/17/25	01	FITTINGS	51-510-56-00-5638		544.00
					INVOICE TOTAL:		544.00 *
					CHECK TOTAL:		544.00
D004624	HENNED DURK HENNE 010126	01/01/26	01	DEC 2025 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004625	HERNANDN NOAH HERNANDEZ 010126	01/01/26	01	DEC 2025 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544133	HLINDEN H. LINDEN & SONS YRKVLEWELL	12/12/25	01	ENGINEERS PAYMENT ESTIMATE 1	51-510-60-00-6029		521,775.00
			02	FOR WELL 10 AND WELL 7 WTP	** COMMENT **		
			03	ELECTRICAL IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		521,775.00 *
					CHECK TOTAL:		521,775.00

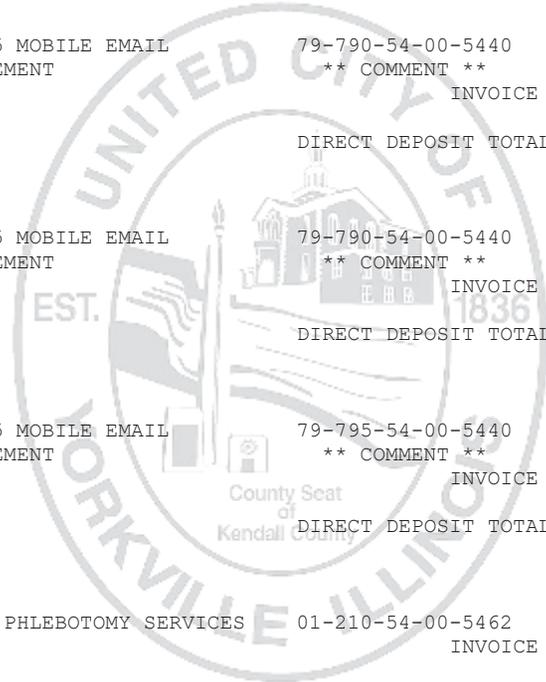


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004626	HODOUSR RICHARD HODOUS 010126	01/01/26	01	DEC 2025 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004627	HORNERR RYAN HORNER 010126	01/01/26	01	DEC 2025 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004628	HOULEA ANTHONY HOULE 010126	01/01/26	01	DEC 2025 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004629	IHRIGK KIRSTEN IHRIG 010126	01/01/26	01	DEC 2025 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544134	ILPHLEBO ILLINOIS PHLEBOTOMY SERVICES 2548	12/20/25	01	DEC 2025 PHLEBOTOMY SERVICES	01-210-54-00-5462		850.00
					INVOICE TOTAL:		850.00 *
					CHECK TOTAL:		850.00

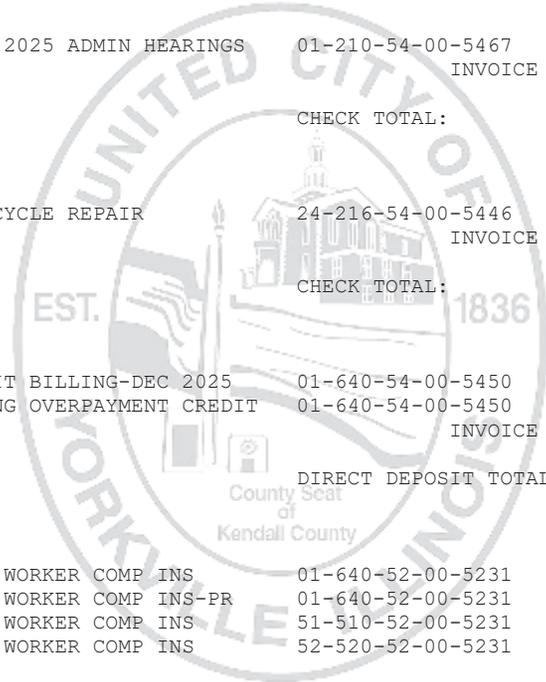


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| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520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

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544135	IMPERINV	IMPERIAL INVESTMENTS					
	2024 LEVY	11/24/25	01	INCREMENTAL P-TAX REBATE FOR	88-880-54-00-5425		52,795.41
			02	2024 LEVY YEAR	** COMMENT **		
					INVOICE TOTAL:		52,795.41 *
					CHECK TOTAL:		52,795.41
544136	INGEMUNS	INGEMUNSON LAW OFFICES LTD					
	13734	12/01/25	01	SEPT-NOV 2025 ADMIN HEARINGS	01-210-54-00-5467		750.00
					INVOICE TOTAL:		750.00 *
					CHECK TOTAL:		750.00
544137	INTEGRAT	INTEGRATED CONTROL					
	W16235	12/30/25	01	HEATING CYCLE REPAIR	24-216-54-00-5446		185.00
					INVOICE TOTAL:		185.00 *
					CHECK TOTAL:		185.00
D004630	INTERDEV	INTERDEV, LLC					
	MSP-1051954	12/31/25	01	MONTHLY IT BILLING-DEC 2025	01-640-54-00-5450		20,925.19
			02	IT BILLING OVERPAYMENT CREDIT	01-640-54-00-5450		-20,008.24
					INVOICE TOTAL:		916.95 *
					DIRECT DEPOSIT TOTAL:		916.95
544138	IPRF	ILLINOIS PUBLIC RISK FUND					
	100819	12/15/25	01	FEB 2026 WORKER COMP INS	01-640-52-00-5231		12,099.88
			02	FEB 2026 WORKER COMP INS-PR	01-640-52-00-5231		2,461.40
			03	FEB 2026 WORKER COMP INS	51-510-52-00-5231		1,147.42
			04	FEB 2026 WORKER COMP INS	52-520-52-00-5231		518.30

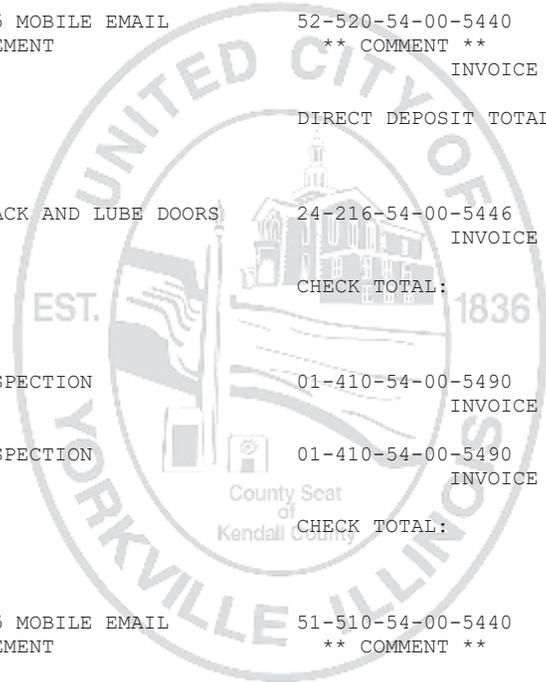


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
544138	IPRF	ILLINOIS PUBLIC RISK FUND						
	100819	12/15/25	05	FEB 2026 WORKER COMP INS	82-820-52-00-5231		978.00	
					INVOICE TOTAL:		17,205.00 *	
					CHECK TOTAL:		17,205.00	
D004631	JACKSONJ	JAMIE JACKSON						
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	52-520-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	
544139	JDDOOR	J & D DOOR SALES, INC						
	125930	12/08/25	01	ADUST TRACK AND LUBE DOORS	24-216-54-00-5446		155.00	
					INVOICE TOTAL:		155.00 *	
					CHECK TOTAL:		155.00	
544140	JIMSTRCK	JIM'S TRUCK INSPECTION LLC						
	211755	09/26/25	01	TRUCK INSPECTION	01-410-54-00-5490		41.00	
					INVOICE TOTAL:		41.00 *	
	212120	10/14/25	01	TRUCK INSPECTION	01-410-54-00-5490		43.00	
					INVOICE TOTAL:		43.00 *	
					CHECK TOTAL:		84.00	
D004632	JOHNGEOR	GEORGE JOHNSON						
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	51-510-54-00-5440		22.50	
			02	REIMBURSEMENT	** COMMENT **			

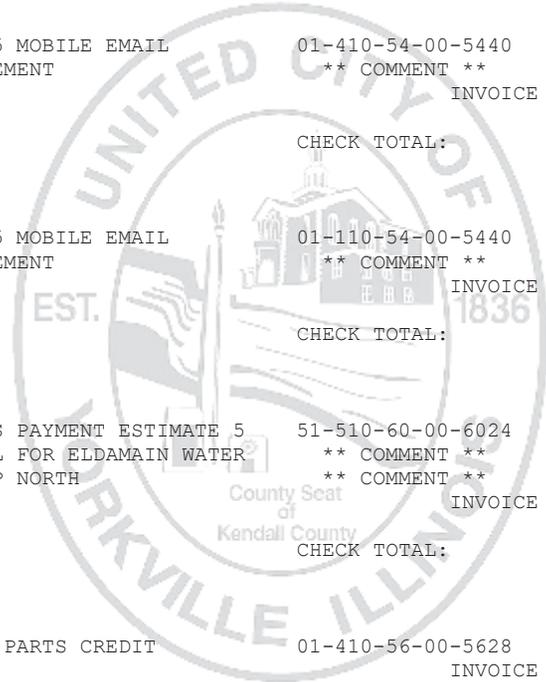


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

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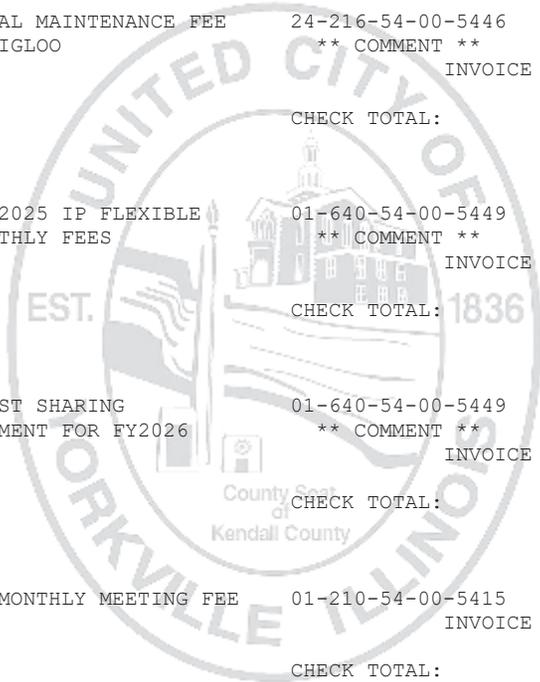
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D004632	JOHNGEOR 010126	GEORGE JOHNSON 01/01/26	03 04	DEC 2025 MOBILE EMAIL REIMBURSEMENT	52-520-54-00-5440 ** COMMENT **		22.50
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544141	JONESB 010126	BRANDON JONES 01/01/26	01 02	DEC 2025 MOBILE EMAIL REIMBURSEMENT	01-410-54-00-5440 ** COMMENT **		45.00
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
544142	JONESKIM 010126	KIMBERLY KAY JONES 01/01/26	01 02	DEC 2025 MOBILE EMAIL REIMBURSEMENT	01-110-54-00-5440 ** COMMENT **		45.00
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
544143	JSCONST 2500105F	J & S CONSTRUCTION 12/08/25	01 02 03	ENGINEERS PAYMENT ESTIMATE 5 AND FINAL FOR ELDAMAIN WATER MAIN LOOP NORTH	51-510-60-00-6024 ** COMMENT ** ** COMMENT **		10,000.00
					INVOICE TOTAL:		10,000.00 *
					CHECK TOTAL:		10,000.00
544144	JXENTER 1120939P	JX ENTERPRISES, INC 10/20/25	01	RETURNED PARTS CREDIT	01-410-56-00-5628		-761.19
					INVOICE TOTAL:		-761.19 *



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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544144	JXENTER 22379456P	12/17/25	01	STEP FUEL TANK & STEP	01-410-56-00-5628		1,021.70
					INVOICE TOTAL:		1,021.70 *
					CHECK TOTAL:		260.51
544145	KCHIGHWA 2026 IGLOO	12/01/25	01	2026 ANNUAL MAINTENANCE FEE	24-216-54-00-5446		500.00
			02	FOR SALT IGLOO	** COMMENT **		
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		500.00
544146	KENCOM 721	12/01/25	01	SEPT-NOV 2025 IP FLEXIBLE	01-640-54-00-5449		115.56
			02	REACH MONTHLY FEES	** COMMENT **		
					INVOICE TOTAL:		115.56 *
					CHECK TOTAL:		115.56
544147	KENCOM 729	12/01/25	01	ANNUAL COST SHARING	01-640-54-00-5449		215,436.26
			02	REIMBURSEMENT FOR FY2026	** COMMENT **		
					INVOICE TOTAL:		215,436.26 *
					CHECK TOTAL:		215,436.26
544148	KENDCPA 1312	12/18/25	01	DEC 2025 MONTHLY MEETING FEE	01-210-54-00-5415		75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00

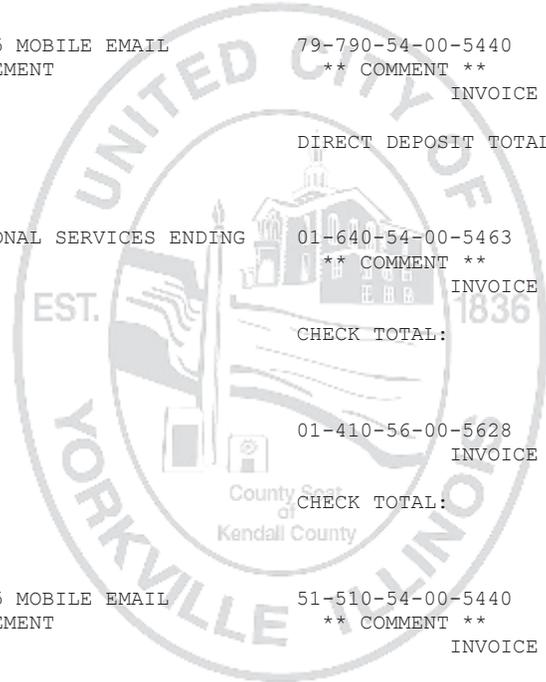


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

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D004633	KLEEFISG 010126	GLENN KLEEFISCH 01/01/26	01	DEC 2025 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004634	LANDAP 010126	PAUL LANDA 01/01/26	01	DEC 2025 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544149	LANEMUCH 711213	LANER, MUCHIN, LTD 12/01/25	01	PROFESSIONAL SERVICES ENDING	01-640-54-00-5463		112.50
			02	11/20/25	** COMMENT **		
					INVOICE TOTAL:		112.50 *
					CHECK TOTAL:		112.50
544150	LAWSON 9313059600	LAWSON PRODUCTS 12/11/25	01	HEX NUTS	01-410-56-00-5628		41.09
					INVOICE TOTAL:		41.09 *
					CHECK TOTAL:		41.09
544151	LEGENDRP 010126	PATRICK LEGENDRE 01/01/26	01	DEC 2025 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00

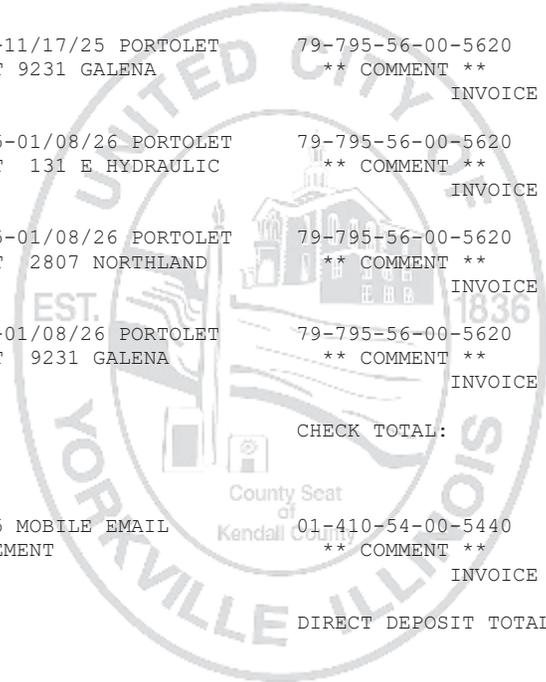


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| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520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

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544152	LOMBARDS	STEVEN LOMBARDO					
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
544153	LRS	LRS, LLC					
	PS680215	10/16/25	01	10/17/25-11/17/25 PORTOLET	79-795-56-00-5620		275.50
			02	UPKEEP AT 9231 GALENA	** COMMENT **		
					INVOICE TOTAL:		275.50 *
	PS688386	12/11/25	01	12/12/25-01/08/26 PORTOLET	79-795-56-00-5620		383.00
			02	UPKEEP AT 131 E HYDRAULIC	** COMMENT **		
					INVOICE TOTAL:		383.00 *
	PS688392	12/11/25	01	12/12/25-01/08/26 PORTOLET	79-795-56-00-5620		120.00
			02	UPKEEP AT 2807 NORTHLAND	** COMMENT **		
					INVOICE TOTAL:		120.00 *
	PS688394	12/11/25	01	12/12/25-01/08/26 PORTOLET	79-795-56-00-5620		325.50
			02	UPKEEP AT 9231 GALENA	** COMMENT **		
					INVOICE TOTAL:		325.50 *
					CHECK TOTAL:		1,104.00
D004635	MCGREGOM	MATTHEW MCGREGORY					
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544154	MEADE	MEADE ELECTRIC COMPANY, INC.					

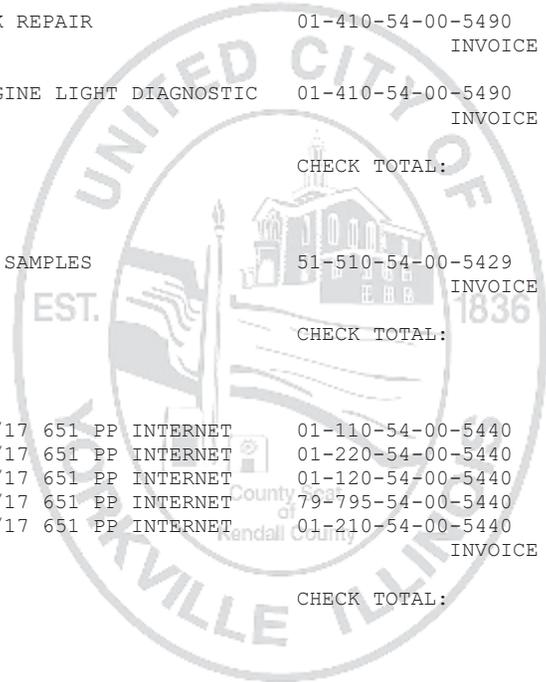


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| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520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

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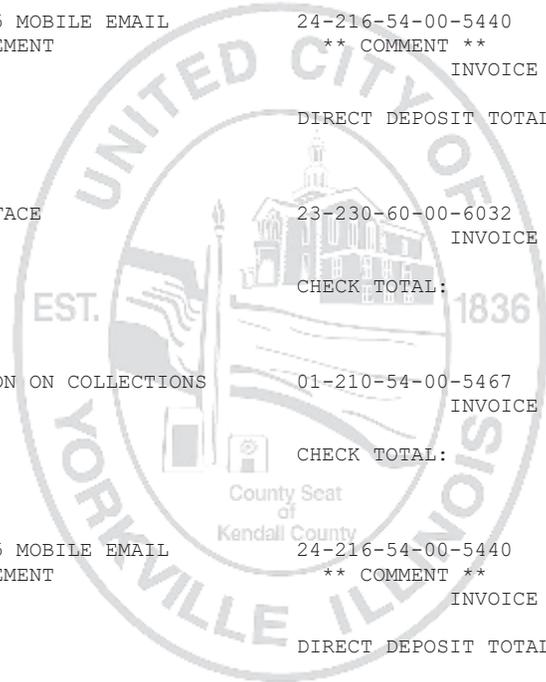
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544154	MEADE	MEADE ELECTRIC COMPANY, INC.						
	715257	12/17/25	01	US34 & SYCAMORE SIGNAL REPAIR	01-410-54-00-5435		2,005.27	
					INVOICE TOTAL:		2,005.27 *	
					CHECK TOTAL:		2,005.27	
544155	MECHANIC	MECHANICS LAB LLC						
	6945	12/01/25	01	FUEL LEAK REPAIR	01-410-54-00-5490		3,989.02	
					INVOICE TOTAL:		3,989.02 *	
	6989	12/19/25	01	CHECK ENGINE LIGHT DIAGNOSTIC	01-410-54-00-5490		340.00	
					INVOICE TOTAL:		340.00 *	
					CHECK TOTAL:		4,329.02	
544156	METIRI	METIRI ANALYTICAL GROUP INC						
	GA5005850	12/02/25	01	COLIFORM SAMPLES	51-510-54-00-5429		1,115.50	
					INVOICE TOTAL:		1,115.50 *	
					CHECK TOTAL:		1,115.50	
544157	METRONET	METRO FIBERNET LLC						
	1872272-121825	12/18/25	01	12/18-01/17 651 PP INTERNET	01-110-54-00-5440		66.87	
			02	12/18-01/17 651 PP INTERNET	01-220-54-00-5440		76.42	
			03	12/18-01/17 651 PP INTERNET	01-120-54-00-5440		38.21	
			04	12/18-01/17 651 PP INTERNET	79-795-54-00-5440		76.42	
			05	12/18-01/17 651 PP INTERNET	01-210-54-00-5440		382.08	
					INVOICE TOTAL:		640.00 *	
					CHECK TOTAL:		640.00	
544158	MIDWSCOR	MIDWEST SCOREBOARDS LLC						



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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544158	MIDWSCOR	MIDWEST SCOREBOARDS LLC					
	2789	12/16/25	01	BASEBALL LEAGUE CONTROL PANEL	79-795-56-00-5606		1,010.00
						INVOICE TOTAL:	1,010.00 *
						CHECK TOTAL:	1,010.00
D004636	MILSCHET	TED MILSCHEWSKI					
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
544159	MORASPH	MORRIS SAND & GRAVEL, INC.					
	8731	07/31/25	01	N-50 SURFACE	23-230-60-00-6032		100.34
						INVOICE TOTAL:	100.34 *
						CHECK TOTAL:	100.34
544160	MUNCOLLE	MUNICIPAL COLLECTION SERVICES					
	031559	11/30/25	01	COMMISSION ON COLLECTIONS	01-210-54-00-5467		183.78
						INVOICE TOTAL:	183.78 *
						CHECK TOTAL:	183.78
D004637	NAVARROJ	JESUS NAVARRO					
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00

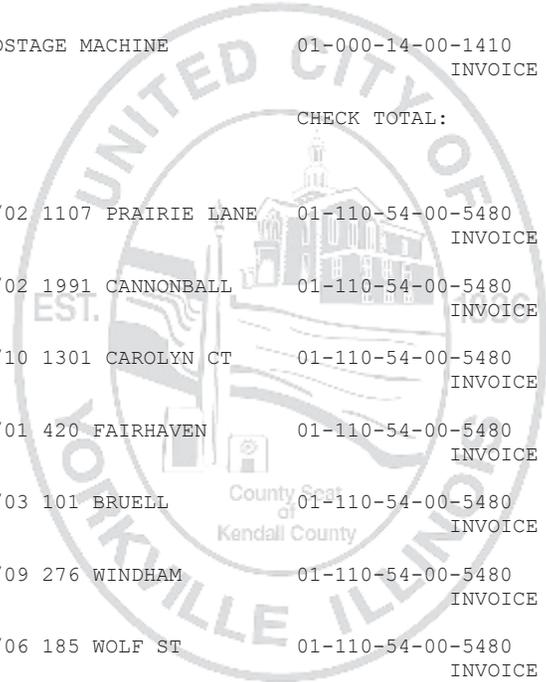


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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				

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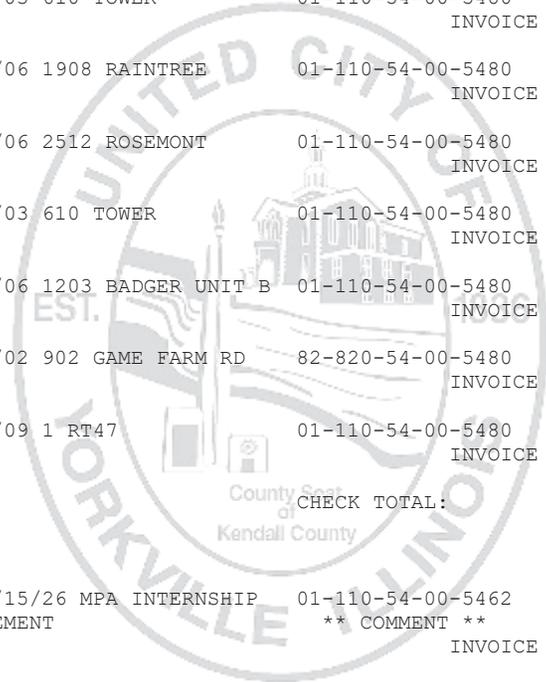
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544161	NELSONL LUKE NELSON 010126	01/01/26	01	DEC 2025 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
544162	NEOPOST QUADIENT FINANCE USA, INC 121125-CITY	12/11/25	01	REFILL POSTAGE MACHINE	01-000-14-00-1410		200.00
					INVOICE TOTAL:		200.00 *
					CHECK TOTAL:		200.00
544163	NICOR NICOR GAS						
	00-41-22-8748 4-1202	12/11/25	01	10/31-12/02 1107 PRAIRIE LANE	01-110-54-00-5480		64.31
					INVOICE TOTAL:		64.31 *
	15-64-61-3532 5-1202	12/02/25	01	10/31-12/02 1991 CANNONBALL	01-110-54-00-5480		61.68
					INVOICE TOTAL:		61.68 *
	16-00-27-3553 4-1210	12/10/25	01	11/11-12/10 1301 CAROLYN CT	01-110-54-00-5480		59.87
					INVOICE TOTAL:		59.87 *
	20-52-56-2042 1-1201	12/01/25	01	10/29-12/01 420 FAIRHAVEN	01-110-54-00-5480		151.65
					INVOICE TOTAL:		151.65 *
	23-45-91-4862 5-1203	12/03/25	01	11/03-12/03 101 BRUELL	01-110-54-00-5480		155.94
					INVOICE TOTAL:		155.94 *
	31-61-67-2493 1-1209	12/09/25	01	11/10-12/09 276 WINDHAM	01-110-54-00-5480		59.57
					INVOICE TOTAL:		59.57 *
	37-35-53-1941 1-1208	12/08/25	01	11/06-12/06 185 WOLF ST	01-110-54-00-5480		309.28
					INVOICE TOTAL:		309.28 *



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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544163	NICOR NICOR GAS						
	40-52-64-8356	1-1205	12/05/25	01 11/04-12/05 102 E VAN EMMON	01-110-54-00-5480		464.98
					INVOICE TOTAL:		464.98 *
	46-69-47-6727	1-1208	12/08/25	01 11/06-12/06 1975 N BRIDGE	01-110-54-00-5480		154.81
					INVOICE TOTAL:		154.81 *
	61-60-41-1000	9-1203	12/11/25	01 11/03-12/03 610 TOWER	01-110-54-00-5480		609.31
					INVOICE TOTAL:		609.31 *
	66-70-44-6942	9-1208	12/08/25	01 11/06-12/06 1908 RAINTREE	01-110-54-00-5480		164.97
					INVOICE TOTAL:		164.97 *
	80-56-05-1157	0-1208	12/08/25	01 11/06-12/06 2512 ROSEMONT	01-110-54-00-5480		69.40
					INVOICE TOTAL:		69.40 *
	83-80-00-1000	7-1203	12/03/25	01 11/03-12/03 610 TOWER	01-110-54-00-5480		148.08
					INVOICE TOTAL:		148.08 *
	86-91-67-3104	4-1208	12/08/25	01 11/06-12/06 1203 BADGER UNIT B	01-110-54-00-5480		154.77
					INVOICE TOTAL:		154.77 *
	91-85-68-4012	8-1203	12/03/25	01 10/31-12/02 902 GAME FARM RD	82-820-54-00-5480		1,760.01
					INVOICE TOTAL:		1,760.01 *
	95-16-10-1000	4-1212	12/12/25	01 11/13-12/09 1 RT47	01-110-54-00-5480		49.58
					INVOICE TOTAL:		49.58 *
					CHECK TOTAL:		4,438.21
544164	NIU NORTHERN ILLINOIS UNIVERSITY						
	DPA000080	07/01/25	01	7/1/25-5/15/26 MPA INTERNSHIP	01-110-54-00-5462		18,790.80
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		18,790.80 *
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01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

UNITED CITY OF YORKVILLE
 CHECK REGISTER

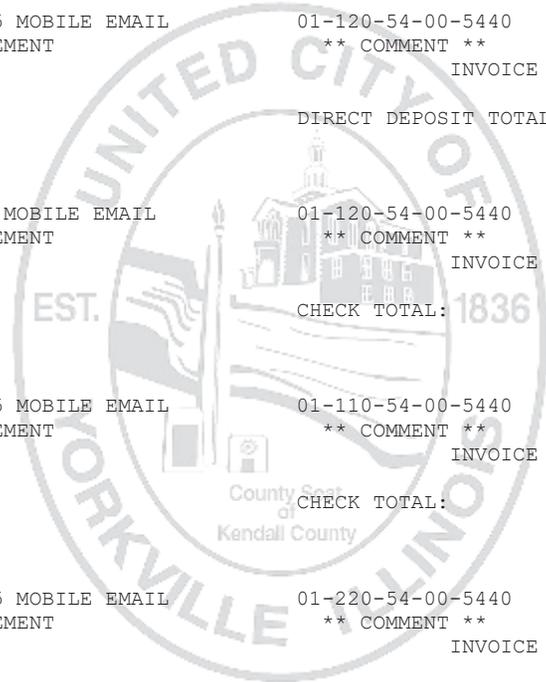
INVOICES DUE ON/BEFORE 01/13/2026

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544165	OTTOSEN	OTTOSEN DINOLFO						
	18870	11/30/25	01	NOV 2025 YORKVILLE RENEWABLE	90-212-00-00-0011		60.50	
			02	MATTERS	** COMMENT **			
			03	NOV 2025 PROJECT STEEL MATTERS	90-246-00-00-0011		64.53	
			04	NOV 2025 202 WOLF MATTERS	90-252-00-00-0011		84.70	
			05	NOV 2025 MISC ADMIN MATTERS	01-640-54-00-5456		10,882.40	
				INVOICE TOTAL:			11,092.13 *	
	18871	11/30/25	01	NOV 2025 MEETINGS	01-640-54-00-5456		1,600.00	
				INVOICE TOTAL:			1,600.00 *	
	18872	11/30/25	01	NOV 2025 BRISTOL BAY MATTERS	01-640-54-00-5456		290.40	
				INVOICE TOTAL:			290.40 *	
	18873	11/30/25	01	NOV 2025 YSD 115 ANNEXATION	01-640-54-00-5456		435.60	
			02	MATTERS	** COMMENT **			
				INVOICE TOTAL:			435.60 *	
	18874	11/30/25	01	NOV 2025 PROJECT STEEL MATTERS	90-246-00-00-0011		1,403.60	
				INVOICE TOTAL:			1,403.60 *	
	18875	11/30/25	01	NOV 2025 PROJECT CARDINAL	90-242-00-00-0011		6,098.40	
			02	MATTERS	** COMMENT **			
				INVOICE TOTAL:			6,098.40 *	
	18876	11/30/25	01	NOV 2025 HEARTLAND MEADOWS	90-232-00-00-0011		145.20	
			02	WEST MATTERS	** COMMENT **			
				INVOICE TOTAL:			145.20 *	
	18877	11/30/25	01	NOV 2025 OCEAN ATLANTIC MATTER	01-640-54-00-5456		2,819.30	
				INVOICE TOTAL:			2,819.30 *	
	18878	11/30/25	01	NOV 2025 MEYER DATA CENTER	90-249-00-00-0011		72.60	
			02	MATTERS	** COMMENT **			
				INVOICE TOTAL:			72.60 *	
				CHECK TOTAL:			23,957.23	

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 01/13/2026

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544166	PETITEPA	THE PETITE PALETTE					
	121525	12/15/25	01	FALL SESSION PIANO LESSONS	79-795-54-00-5462		480.00
					INVOICE TOTAL:		480.00 *
					CHECK TOTAL:		480.00
D004638	PIAZZA	AMY SIMMONS					
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544167	POOLEK	KAELIN POOLE					
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
544168	PURCELLJ	JOHN PURCELL					
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
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					CHECK TOTAL:		45.00
D004639	RATOSP	PETE RATOS					
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	01-220-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
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					DIRECT DEPOSIT TOTAL:		45.00

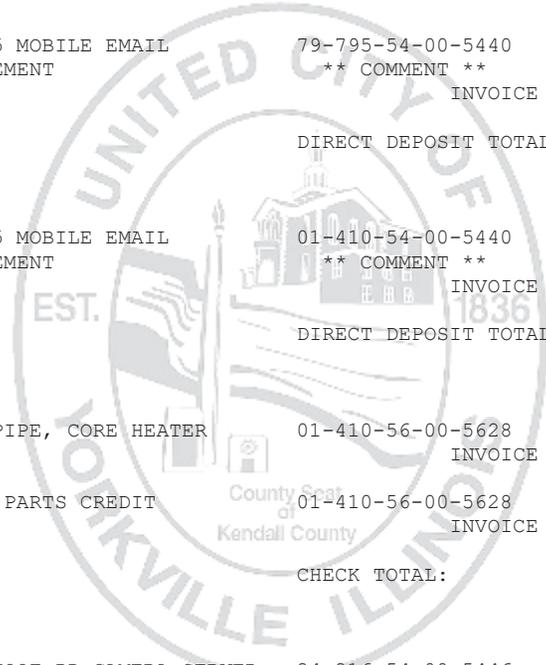


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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				

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 CHECK REGISTER

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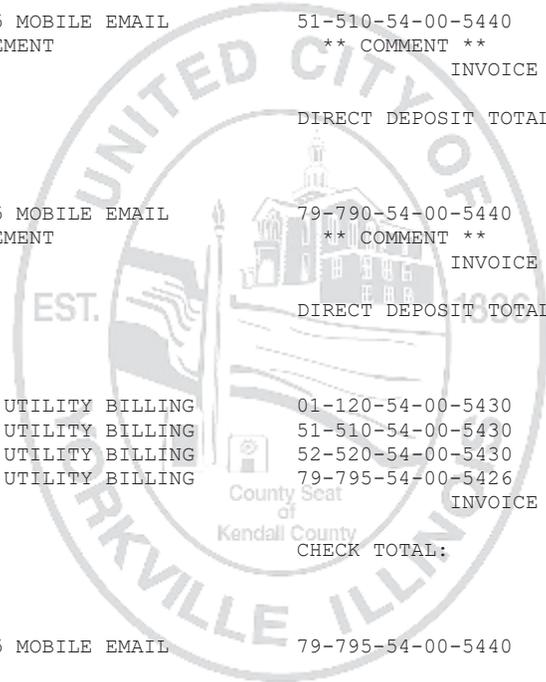
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D004640	REDMONST STEVE REDMON 010126	01/01/26	01 02	DEC 2025 MOBILE EMAIL REIMBURSEMENT	79-795-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
D004641	ROSBOROS SHAY REMUS 010126	01/01/26	01 02	DEC 2025 MOBILE EMAIL REIMBURSEMENT	79-795-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
D004642	ROZBORSA ADAM ROZBORSKI 010126	01/01/26	01 02	DEC 2025 MOBILE EMAIL REIMBURSEMENT	01-410-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
544169	RUSHTRCK RUSH TRUCK CENTER 3044328141	12/12/25	01	EXHAUST PIPE, CORE HEATER	01-410-56-00-5628		1,036.70 INVOICE TOTAL: 1,036.70 *
	3044359836	12/16/25	01	RETURNED PARTS CREDIT	01-410-56-00-5628		-642.80 INVOICE TOTAL: -642.80 *
							CHECK TOTAL: 393.90
544170	SCIENTEL SCIENTEL SOLUTIONS LLC INV-	12/30/25	01	TROUBLESHOOT PD CAMERA SERVER	24-216-54-00-5446		920.00



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

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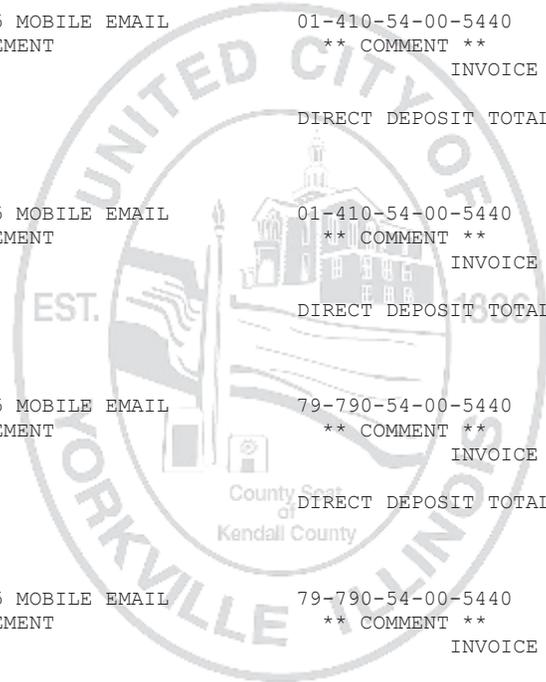
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544170	SCIENTEL	SCIENTEL SOLUTIONS LLC					
	INV-	12/30/25	02	ISSUES	** COMMENT **		
					INVOICE TOTAL:		920.00 *
					CHECK TOTAL:		920.00
D004643	SCODROP	PETER SCODRO					
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004644	SCOTTTR	TREVOR SCOTT					
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544171	SEBIS	SEBIS DIRECT					
	126754	11/20/25	01	OCT 2025 UTILITY BILLING	01-120-54-00-5430		66.48
			02	OCT 2025 UTILITY BILLING	51-510-54-00-5430		89.10
			03	OCT 2025 UTILITY BILLING	52-520-54-00-5430		41.55
			04	OCT 2025 UTILITY BILLING	79-795-54-00-5426		198.43
					INVOICE TOTAL:		395.56 *
					CHECK TOTAL:		395.56
D004645	SENDRAS	SAMANTHA SENDRA					
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	79-795-54-00-5440		45.00



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

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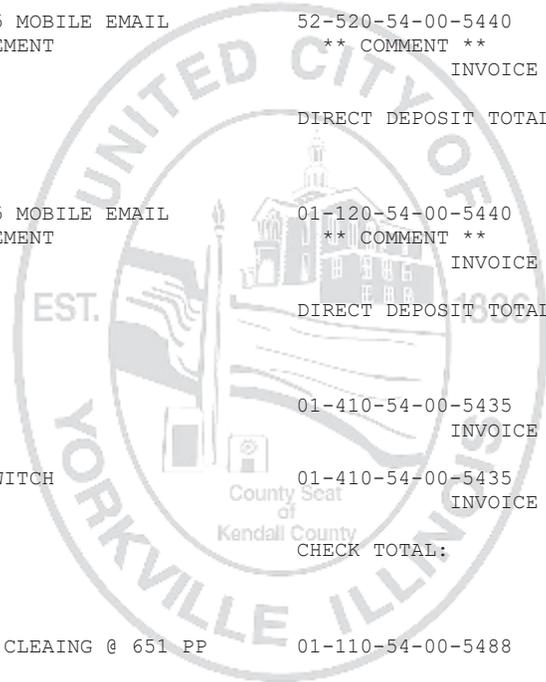
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D004645	SENDRAS 010126	SAMANTHA SENDRA 01/01/26	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004646	SENGM 010126	MATT SENG 01/01/26	01 02	DEC 2025 MOBILE EMAIL REIMBURSEMENT	01-410-54-00-5440 ** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004647	SLEEZERJ 010126	JOHN SLEEZER 01/01/26	01 02	DEC 2025 MOBILE EMAIL REIMBURSEMENT	01-410-54-00-5440 ** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004648	SLEEZERS 010126	SCOTT SLEEZER 01/01/26	01 02	DEC 2025 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D004649	SMITHD 010126	DOUG SMITH 01/01/26	01 02	DEC 2025 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** 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				

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
544172	SPEER	SPEER FINANCIAL, INC.						
	D11/25-55	12/18/25	01	2025 CONTINUING DISCLOSURE	01-120-54-00-5462		1,000.00	
					INVOICE TOTAL:		1,000.00 *	
					CHECK TOTAL:		1,000.00	
D004650	STEFFANG	GEORGE A STEFFENS						
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	52-520-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	
D004651	THOMASL	LORI THOMAS						
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	01-120-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	
544173	TRAFFIC	TRAFFIC CONTROL CORPORATION						
	162107	11/26/25	01	POLE CAP	01-410-54-00-5435		25.00	
					INVOICE TOTAL:		25.00 *	
	162310	12/10/25	01	BYPASS SWITCH	01-410-54-00-5435		615.00	
					INVOICE TOTAL:		615.00 *	
					CHECK TOTAL:		640.00	
544174	UNIMAX	UNI-MAX MANAGEMENT CORP						
	5625	12/16/25	01	DEC 2025 CLEAING @ 651 PP	01-110-54-00-5488		383.23	

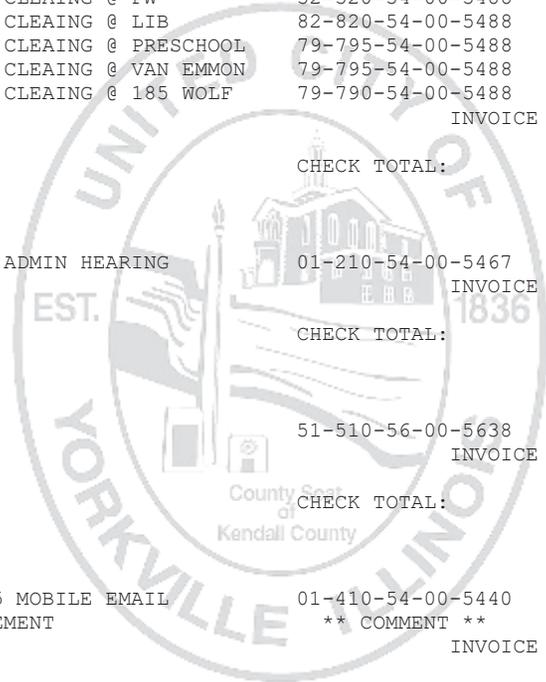


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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				

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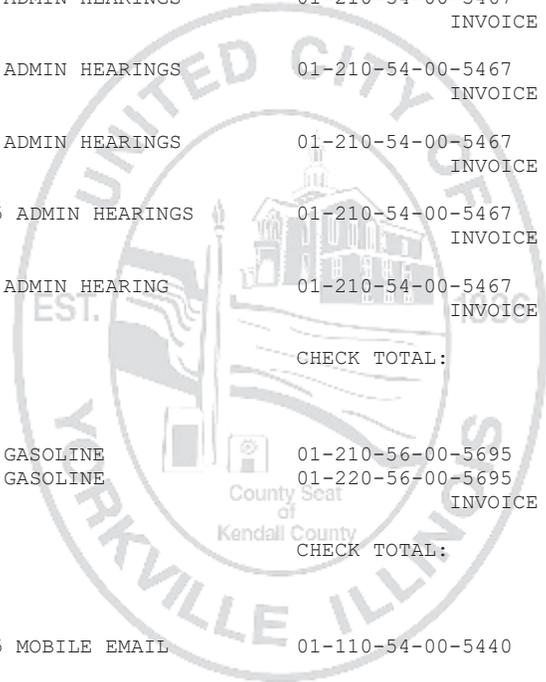
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
544174	UNIMAX	UNI-MAX MANAGEMENT CORP						
	5625	12/16/25	02	DEC 2025 CLEAING @ 651 PP	01-120-54-00-5488		383.23	
			03	DEC 2025 CLEAING @ 651 PP	01-210-54-00-5488		1,100.70	
			04	DEC 2025 CLEAING @ 651 PP	79-795-54-00-5488		329.90	
			05	DEC 2025 CLEAING @ 651 PP	01-220-54-00-5488		210.94	
			06	DEC 2025 CLEAING @ PW	01-410-54-00-5488		158.67	
			07	DEC 2025 CLEAING @ PW	51-510-54-00-5488		158.67	
			08	DEC 2025 CLEAING @ PW	52-520-54-00-5488		158.66	
			09	DEC 2025 CLEAING @ LIB	82-820-54-00-5488		2,184.00	
			10	DEC 2025 CLEAING @ PRESCHOOL	79-795-54-00-5488		728.00	
			11	DEC 2025 CLEAING @ VAN EMMON	79-795-54-00-5488		238.00	
			12	DEC 2025 CLEAING @ 185 WOLF	79-790-54-00-5488		238.00	
					INVOICE TOTAL:		6,272.00 *	
					CHECK TOTAL:		6,272.00	
544175	VITOSH	CHRISTINE M. VITOSH						
	2408	12/15/25	01	DEC 2025 ADMIN HEARING	01-210-54-00-5467		350.00	
					INVOICE TOTAL:		350.00 *	
					CHECK TOTAL:		350.00	
544176	WATERSYS	WATER SOLUTIONS UNLIMITED, INC						
	7288784	12/19/25	01	CHLORINE	51-510-56-00-5638		4,936.57	
					INVOICE TOTAL:		4,936.57 *	
					CHECK TOTAL:		4,936.57	
D004652	WEBERR	ROBERT WEBER						
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	01-410-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	



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

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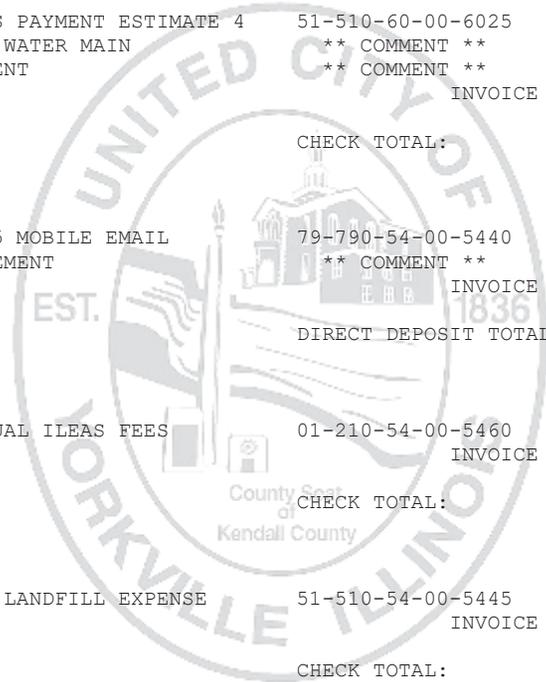
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544177	WERDERW WALLY WERDERICH						
	112625-AUG 2025	11/26/25	01	AUG 2025 ADMIN HEARINGS	01-210-54-00-5467		500.00
					INVOICE TOTAL:		500.00 *
	112625-JUN 2025	11/26/25	01	JUN 2025 ADMIN HEARINGS	01-210-54-00-5467		250.00
					INVOICE TOTAL:		250.00 *
	112625-MAY 2025	11/26/25	01	MAY 2025 ADMIN HEARINGS	01-210-54-00-5467		250.00
					INVOICE TOTAL:		250.00 *
	112625-NOV 2025	11/26/25	01	NOV 2025 ADMIN HEARINGS	01-210-54-00-5467		250.00
					INVOICE TOTAL:		250.00 *
	112625-OCT 2025	11/26/25	01	OCT 2025 ADMIN HEARINGS	01-210-54-00-5467		250.00
					INVOICE TOTAL:		250.00 *
	112625-SEPT 2025	11/26/25	01	SEPT 2025 ADMIN HEARINGS	01-210-54-00-5467		250.00
					INVOICE TOTAL:		250.00 *
	123025-DEC 2025	12/30/25	01	DEC 2025 ADMIN HEARING	01-210-54-00-5467		250.00
					INVOICE TOTAL:		250.00 *
					CHECK TOTAL:		2,000.00
544178	WEX WEX BANK						
	109708850	12/31/25	01	DEC 2025 GASOLINE	01-210-56-00-5695		5,786.86
			02	DEC 2025 GASOLINE	01-220-56-00-5695		373.39
					INVOICE TOTAL:		6,160.25 *
					CHECK TOTAL:		6,160.25
D004653	WILLRETE ERIN WILLRETT						
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	01-110-54-00-5440		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 01/13/2026

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004653	WILLRETE ERIN WILLRETT 010126	01/01/26	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544179	WINNINGE WINNINGER EXCAVATING INC. 120225-4	12/02/25	01	ENGINEERS PAYMENT ESTIMATE 4	51-510-60-00-6025		636,535.53
			02	FOR 2025 WATER MAIN	** COMMENT **		
			03	REPLACEMENT	** COMMENT **		
					INVOICE TOTAL:		636,535.53 *
					CHECK TOTAL:		636,535.53
D004654	WOLFB BRANDON WOLF 010126	01/01/26	01	DEC 2025 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544180	WOODRIDG VILLAGE OF WOODRIDGE 4530	12/11/25	01	2026 ANNUAL ILEAS FEES	01-210-54-00-5460		300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
544181	YBSD YORKVILLE BRISTOL 2025.019	10/03/25	01	OCT 2025 LANDFILL EXPENSE	51-510-54-00-5445		32,707.29
					INVOICE TOTAL:		32,707.29 *
					CHECK TOTAL:		32,707.29

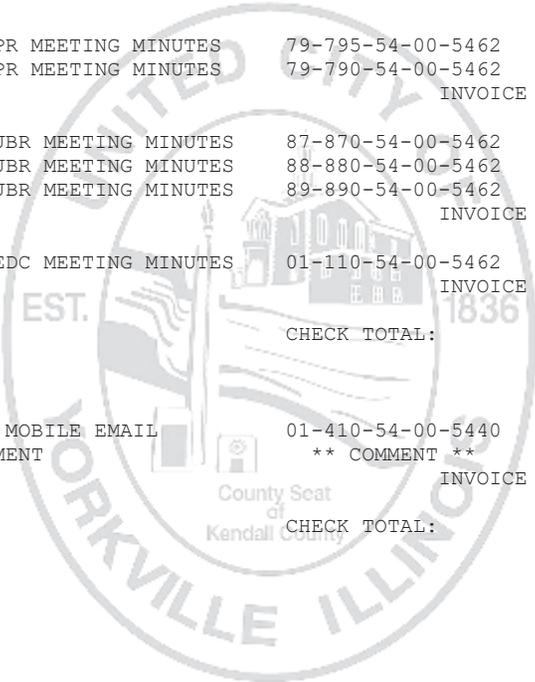


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING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

UNITED CITY OF YORKVILLE
 CHECK REGISTER

INVOICES DUE ON/BEFORE 01/13/2026

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D004655	YODERD DAVID YODER						
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
544182	YOUNGM MARLYS J. YOUNG						
	112025-PR	12/29/25	01	11/20/25 PR MEETING MINUTES	79-795-54-00-5462		42.50
			02	11/20/25 PR MEETING MINUTES	79-790-54-00-5462		42.50
					INVOICE TOTAL:		85.00 *
	112525-JBR	12/15/25	01	11/25/25 JBR MEETING MINUTES	87-870-54-00-5462		28.34
			02	11/25/25 JBR MEETING MINUTES	88-880-54-00-5462		28.33
			03	11/25/25 JBR MEETING MINUTES	89-890-54-00-5462		28.33
					INVOICE TOTAL:		85.00 *
	120225-EDC	12/22/25	01	12/02/25 EDC MEETING MINUTES	01-110-54-00-5462		85.00
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		255.00
544183	ZITTA AUGUST ZITT						
	010126	01/01/26	01	DEC 2025 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
					TOTAL CHECKS PAID:		2,986,621.70
					TOTAL DIRECT DEPOSITS PAID:		32,826.45
					TOTAL AMOUNT PAID:		3,019,448.15
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 December 5, 2025

	<u>REGULAR</u>	<u>OVERTIME</u>	<u>TOTAL</u>	<u>IMRF</u>	<u>FICA</u>	<u>TOTALS</u>
ADMINISTRATION	24,908.54	-	24,908.54	1,660.54	1,242.93	27,812.01
FINANCE	17,129.25	-	17,129.25	1,144.03	1,282.16	19,555.44
POLICE	163,812.00	11,884.45	175,696.45	504.39	12,835.67	189,036.51
COMMUNITY DEV.	35,901.93	-	35,901.93	2,400.49	2,660.98	40,963.40
STREETS	32,115.61	9,216.13	41,331.74	2,744.53	3,063.40	47,139.67
BUILDING & GROUNDS	6,977.17	-	6,977.17	473.23	530.80	7,981.20
WATER	24,569.11	938.91	25,508.02	1,655.02	1,877.18	29,040.22
SEWER	17,443.34	-	17,443.34	1,158.20	1,281.73	19,883.27
PARKS	40,779.45	-	40,779.45	2,632.18	3,064.44	46,476.07
RECREATION	29,324.81	-	29,324.81	1,611.00	2,188.71	33,124.52
LIBRARY	20,722.76	-	20,722.76	947.86	1,538.47	23,209.09
TOTALS	\$ 413,683.97	\$ 22,039.49	\$ 435,723.46	\$ 16,931.47	\$ 31,566.47	\$ 484,221.40

TOTAL PAYROLL

\$ 484,221.40



UNITED CITY OF YORKVILLE PAYROLL SUMMARY December 19, 2025

	<u>REGULAR</u>	<u>OVERTIME</u>	<u>TOTAL</u>	<u>IMRF</u>	<u>FICA</u>	<u>TOTALS</u>
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	24,342.80	-	24,342.80	1,614.87	1,568.55	27,526.22
FINANCE	17,266.28	-	17,266.28	1,146.48	1,183.22	19,595.98
POLICE	145,130.14	2,133.82	147,263.96	494.43	10,738.08	158,496.47
COMMUNITY DEV.	35,901.94	-	35,901.94	2,383.89	2,516.33	40,802.16
STREETS	32,115.64	8,266.93	40,382.57	2,681.43	2,895.41	45,959.41
BUILDING & GROUNDS	6,977.17	-	6,977.17	463.28	519.34	7,959.79
WATER	24,842.10	812.95	25,655.05	1,549.11	1,794.30	28,998.46
SEWER	17,443.38	-	17,443.38	1,060.60	1,187.88	19,691.86
PARKS	37,091.40	-	37,091.40	2,462.87	2,750.82	42,305.09
RECREATION	31,686.54	-	31,686.54	1,597.72	2,354.05	35,638.31
LIBRARY	21,134.48	-	21,134.48	937.90	1,558.52	23,630.90
TOTALS	\$ 401,628.49	\$ 11,213.70	\$ 412,842.19	\$ 16,392.58	\$ 29,655.22	\$ 458,889.99

TOTAL PAYROLL

\$ 458,889.99



UNITED CITY OF YORKVILLE PAYROLL SUMMARY January 2, 2026

	<u>REGULAR</u>	<u>OVERTIME</u>	<u>TOTAL</u>	<u>IMRF</u>	<u>FICA</u>	<u>TOTALS</u>
ADMINISTRATION	23,320.43	-	23,320.43	1,558.43	1,730.48	26,609.34
FINANCE	17,099.62	-	17,099.62	1,142.06	1,279.89	19,521.57
POLICE	164,219.11	9,717.72	173,936.83	708.69	12,936.54	187,582.06
COMMUNITY DEV.	36,621.96	-	36,621.96	2,400.49	2,716.06	41,738.51
STREETS	32,115.63	231.13	32,346.76	2,147.82	2,387.70	36,882.28
BUILDING & GROUNDS	6,977.17	-	6,977.17	473.24	530.83	7,981.24
WATER	24,983.54	2,595.68	27,579.22	1,770.67	2,026.98	31,376.87
SEWER	17,443.33	-	17,443.33	1,158.17	1,280.29	19,881.79
PARKS	36,763.42	-	36,763.42	2,467.66	2,755.60	41,986.68
RECREATION	29,207.59	-	29,207.59	1,760.40	2,179.71	33,147.70
LIBRARY	20,031.89	-	20,031.89	947.86	1,485.63	22,465.38
TOTALS	\$ 408,783.69	\$ 12,544.53	\$ 421,328.22	\$ 16,535.49	\$ 31,309.71	\$ 469,173.42

TOTAL PAYROLL

\$ 469,173.42



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, January 13, 2026

ACCOUNTS PAYABLE

DATE

Clerk's Check #131280 Kendall County Recorder <i>(Page 1)</i>	12/05/2025	\$	57.00
Clerk's Check #131281 Kendall County Recorder <i>(Page 2)</i>	12/11/2025		57.00
Manual City Check Register <i>(Pages 3 - 16)</i>	12/12/2025		999,108.20
Manual City Check Register <i>(Pages 17 - 18)</i>	12/15/2025		124,909.34
Manual City Check Register <i>(Page 19)</i>	12/16/2025		247,969.49
City MasterCard Bill Register <i>(Pages 20 - 32)</i>	12/25/2025		107,044.90
City Check Register <i>(Pages 33 - 67)</i>	01/13/2026		3,019,448.15

SUB-TOTAL:		\$	4,498,594.08
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WIRE PAYMENTS

Blue Cross/ Blue Shield Insurance-Jan 2026	12/30/2025	\$	198,556.16
Amalgamated Bank of Chicago - 2023A Bond - Interest PMT	12/23/2025		222,171.88
Amalgamated Bank of Chicago - 2023A Bond - Principal PMT	12/23/2025		165,000.00
Amalgamated Bank of Chicago - 2021 Bond - Interest PMT	12/23/2025		92,050.00
Amalgamated Bank of Chicago - 2021 Bond - Principal PMT	12/23/2025		360,000.00
Amalgamated Bank of Chicago - 2025B Bond -Interest PMT	12/23/2025		917,246.88
Amalgamated Bank of Chicago - 2025B Bond -Principal PMT	12/23/2025		1,105,000.00
Amalgamated Bank of Chicago - 2025A Bond -Interest PMT	12/23/2025		576,771.88
Key Government Financial-2022 Bond-Interest PMT	12/23/2025		1,320,000.00
Key Government Financial-2022 Bond-Principal PMT	12/25/2023		7,537.20

TOTAL PAYMENTS:		\$	4,964,334.00
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PAYROLL

Bi - Weekly <i>(Page 68)</i>	12/05/2025	\$	484,221.40
Bi - Weekly <i>(Page 69)</i>	12/19/2025		458,889.99
Bi - Weekly <i>(Page 70)</i>	01/02/2026		469,173.42

SUB-TOTAL:		\$	1,412,284.81
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TOTAL DISBURSEMENTS:		\$	10,875,212.89
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Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2026-01

Agenda Item Summary Memo

Title: Whispering Meadows Community Association, Inc. Settlement Agreement

Meeting and Date: City Council – January 13, 2026

Synopsis: Please see the attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: January 8, 2026
Subject: Whispering Meadows HOA settlement agreement

Summary

Approval of a settlement agreement with the Whispering Meadows Homeowner's Association (HOA) for reimbursement of infrastructure maintenance costs incurred by the HOA.

Background

The City has been in litigation with various bond entities and developers of the Whispering Meadows subdivision for more than a decade. The subdivision infrastructure was abandoned by various development entities in the late 2000s and was never completed nor accepted by the City. As a result, the obligation to maintain the infrastructure remained with the developers for a number of years. During those years, the Whispering Meadows HOA and its residents paid to improve and maintain detention basins and other pieces of infrastructure. This cost estimate is around \$40,000 over a number of years.

The City has approved settlement agreements with some of the development entities and security companies in the past several years, and the City has used those funds to complete pieces of infrastructure in the subdivision. Additionally, the City has set aside some funds to reimburse the HOA for the costs they incurred maintaining and fixing infrastructure that was ultimately a development responsibility.

Recommendation

Staff recommends approval of a settlement agreement with the Whispering Meadows HOA.

Resolution No. 2026-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, APPROVING A SETTLEMENT AGREEMENT
(Whispering Meadows Community Association, Inc.)**

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

WHEREAS, on August 12, 2003, the City entered into an Annexation Agreement (the “*Annexation Agreement*”) with Kimball Hill Homes (“*KH*”), providing for the annexation and development of certain real property owned or controlled by KH (the “*Property*”) and payment of certain fees and donations to the City and other units of government in connection with its development of single-family residences within the Property; however, KH and related companies filed for bankruptcy and as a result certain parcels of the Property were conveyed to a successor developer which also failed to complete all of the necessary public improvements all of which resulted in litigation (the “*Litigation Term*”); and

WHEREAS, during the Litigation Term, Whispering Meadows Community Association, Inc., the homeowners association (the “*HOA*”) performed maintenance of certain areas of the Property which were , in fact, the responsibility of the KH or its successors and the City believes that the HOA is entitled to reimbursement and is prepared to proceed with the reimburse the HOA for its costs as provided in the Settlement Agreement attached hereto.

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

Section 1. The foregoing recitals are incorporated in this Resolution as if fully restated herein.

Section 2. That the Settlement Agreement by and between the United City of Yorkville, Kendall County, Illinois and Whispering Meadows Community Association, Inc. , attached hereto as *Exhibit A* and made a part hereof by reference, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute on behalf of the United City of Yorkville.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2026.

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. 2026.

MAYOR

Attest:

CITY CLERK

SETTLEMENT AGREEMENT

This **Settlement AGREEMENT** (“**Settlement Agreement**”) is dated as of the ____ day of _____, 2025, and is between the **UNITED CITY OF YORKVILLE**, an Illinois municipal corporation (“the City”) and Whispering Meadows Community Association, Inc., an Illinois not for profit community association (the “HOA”).

Recitals

WHEREAS, on August 12, 2003, the City entered into an Annexation Agreement (“Annexation Agreement”) with Kimball Hill Homes (“KH”), providing for the annexation and development of certain real property owned or controlled by KH (the “Property”); and

WHEREAS, pursuant to the Annexation Agreement, KH was required to pay certain impact fees, fees in lieu of land donations, annexation fees, municipal consultants’ fees, connection fees and other fees (collectively the “Fees”) and to make certain land donations (“Donations”) to the City and other units of government in connection with the development of single-family residences within the Property; however, KH did not complete all of the necessary public Improvements for such development; and

WHEREAS, on April 23, 2008, KH and related companies filed for Chapter 11 protection with the United States Bankruptcy Court for the Northern District of Illinois and as a result certain parcels of the Property were conveyed to a successor developer which also failed to complete all of the necessary public improvements which resulted in litigation commencing in 2011 and finally resolved in 2024 (the “Litigation Term”); and

WHEREAS, during the Litigation Term, the HOA performed maintenance of certain areas of the Property which were the responsibility of the KH or the KH’s successors and has now requested reimbursement of its costs to perform such maintenance; and

The City believes that the HOA is entitled to reimbursement of its costs and is prepared to proceed with the reimbursement, all as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and the HOA agree as follows:

Section 1. Incorporation of Recitals

The above recitals are incorporated as part of this Settlement Agreement as though fully set forth herein.

Section 2. Payment

Within 14 business days of the execution of this Settlement Agreement, the City shall pay the HOA the sum of forty thousand (40,000) ("Payment") as full and final resolution of any reimbursement due to the HOA for its maintenance of the Property during the Litigation Term.

Section 3. Release

In consideration of and effective upon the receipt of the Payment, the HOA hereby completely, fully, finally, and forever releases and discharges the City, its offices, employees, agents, attorneys, and engineers, jointly and severally, from all claims for any costs and expenses related to and/or concerning the Property.

Section 4. Future Maintenance

Nothing in this Settlement Agreement shall preclude the City from otherwise enforcing its ordinances as they apply to the Property. By way of example only, the City shall still be entitled to enforce property maintenance ordinances in the event that the HOA or its successor fails to maintain the Property.

Section 5. Counterparts

This Settlement Agreement may be executed in counterparts, each of which shall constitute an original document, which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement to be executed by their duly authorized officers on the date first above written.

UNITED CITY OF YORKVILLE,
an Illinois municipal corporation

By: _____
John Purcell, Mayor

ATTEST:

Jori Contrino, City Clerk

**WHISPERING MEADOWS COMMUNITY
ASSOCIATION, INC, AN ILLINOIS NOT-FOR-
PROFIT CORPORATION**

By: _____
Kristopher Lackey, President

ATTEST:

Amanda Lykins, Secretary



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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2026-02

Agenda Item Summary Memo

Title: Ordinance Approving WIFIA Loan Agreement and Term Sheet

Meeting and Date: City Council – January 13, 2026

Synopsis: Please see the attached memo.

Council Action Previously Taken:

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

Item Number: CC 2025-71

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: January 6, 2026
Subject: Ordinance Approving WIFIA Loan Agreement & Term Sheet

Summary

Staff is requesting City Council approval of the attached WIFIA Loan Agreement and WIFIA Term Sheet with the U.S. Environmental Protection Agency (EPA). Approval of these documents would authorize the City to proceed with a Water Infrastructure Finance and Innovation Act (WIFIA) loan in an amount not to exceed \$170 million. This action represents the final substantive step in securing long-term federal financing to support the City's Lake Michigan water supply connection, as well as the associated system improvements necessary to ensure Yorkville's long-term water reliability.

Background

As Council is aware, the City has been actively pursuing financing through the EPA's Water Infrastructure Finance and Innovation Act (WIFIA) program as its primary long-term funding source for the Lake Michigan Water Sourcing Project. The WIFIA program is specifically designed to support large-scale, transformative water infrastructure initiatives and is well-suited to the scope and complexity of this effort. WIFIA financing encompasses the full range of capital improvements required to transition the City from its current deep sandstone aquifer to a new, long-term and reliable water supply, including regional transmission mains, water receiving and storage facilities and Yorkville-specific internal system improvements necessary to connect to and integrate with the DuPage Water Commission (DWC) system.

The attached WIFIA Loan Agreement (Exhibit A) serves as the binding legal document governing the City's participation in the WIFIA program. This agreement, and the exhibits attached to it, establishes the full set of terms and conditions associated with the WIFIA loan, including procedures for requesting and receiving disbursements, repayment obligations, security provisions and ongoing covenants that will apply over the life of the financing. The accompanying WIFIA Term Sheet (Exhibit B) reflects the EPA's formal approval of the City's WIFIA application and summarizes the principal economic and structural components of the WIFIA loan. The key terms of the financing are outlined below:

- **Loan Amount:** Up to \$170,000,000, which is currently estimated to represent 75.6% of total eligible project costs. While WIFIA financing is statutorily limited to no more than 80% of eligible project costs, the proposed \$170 million loan amount reflects the maximum level of borrowing that can be financially supported under the City's current water utility revenue structure and adopted rate plan.
- **Interest Rate:** A fixed rate equal to the applicable U.S. Treasury rate plus 1 basis point (0.01%), determined at closing and currently estimated at approximately 4.87% as of January 5th.

- Repayment Structure: Deferred principal and interest during the construction period, with repayment commencing in Fiscal Year 2032, or five years following substantial completion of the project.
- Final Maturity: Up to 35 years following project completion, extending through Fiscal Year 2065.

The WIFIA Loan Agreement also includes a detailed Sources and Uses of Funds table (Part A – Project Budget), presented at the top of page Schedule II-1, which summarizes the City’s financing plan for the Water Sourcing Project. The table reflects total eligible project costs of approximately \$225 million.

Funding for these costs is anticipated to come from multiple sources, including:

- the proposed WIFIA loan of approximately \$170 million—comprised of \$151.0 million in new loan proceeds and \$19.0 million to reimburse the City for previously incurred eligible costs;
- \$25,444,201 in proceeds from previously issued Water Bonds (Series 2025A);
- \$29,286,668 in State Revolving Fund (SRF) low-interest loans from the Illinois EPA;
- a nominal contribution from existing Water Fund cash.

The Uses of Funds identify the specific project components eligible for WIFIA reimbursement, including the City’s proportional share (40.22%) of the DWC transmission mains, construction of water receiving stations and storage facilities and related system improvements necessary to integrate the new water supply into the City’s distribution system. Eligible costs also include water main repair and replacement projects directly related to the new water source, as well as land acquisition and WIFIA-related closing costs. The Loan Agreement limits reimbursement to costs that are directly attributable to eligible WIFIA projects and incurred in compliance with applicable federal requirements. The Sources and Uses table demonstrates compliance with WIFIA program requirements—most notably that the loan does not exceed 80% of eligible project costs—and documents the City’s overall financing strategy. The table reflects current estimates and will be updated as costs are incurred and funding sources are drawn down.

Beyond the financial framework presented in the Sources and Uses of Funds table, the WIFIA Loan Agreement provides additional project-level detail and implementation context. Immediately following the Sources and Uses of Funds table, the Loan Agreement includes an estimated construction schedule (Part B) for all WIFIA-eligible projects, outlining design completion milestones as well as projected construction start and completion dates. The WIFIA Loan Agreement then presents a summary of existing construction contracts (Part C) and concludes with concise narrative descriptions of each WIFIA-related project (Part D).

In addition, the WIFIA Loan Agreement affords the City significant prepayment flexibility. Following the final disbursement of WIFIA loan proceeds, the City may prepay the WIFIA loan, in whole or in part, in minimum principal increments of \$500,000 and any multiple of that amount, without any prepayment penalty or premium. Any prepayment would be applied evenly across the remaining scheduled payments over the life of the WIFIA loan, rather than being applied to a single year. This feature preserves long-term financial flexibility by allowing the City to apply excess Water Fund revenues, one-time funding sources or future refinancing opportunities to reduce outstanding WIFIA debt when financially advantageous.

As part of the WIFIA approval process, the City's municipal advisor, Speer Financial, Inc., has prepared a Preliminary Revenue Sufficiency Report (Exhibit C) evaluating the adequacy of pledged Water Fund revenues to support debt amounts over the life of the proposed WIFIA loan. The analysis, completed in coordination with a water rate study conducted by Engineering Enterprises, Inc., is based on the City's adopted water rate ordinance, projected population growth, historical and projected water usage, anticipated operating expenses and the projected WIFIA debt service schedule.

Pledged revenues evaluated in the Report include net water system revenues (revenues less operating expenses) and proceeds of the City's places of eating tax. The Report concludes that these revenues are sufficient to meet and exceed the minimum 1.25x senior lien debt service coverage requirement for the entire term of the WIFIA loan, together with existing senior lien obligations, comprised of the 2023A and 2025A bonds (see Senior Lien Coverage, page 7). While coverage is lowest in the initial years following the commencement of WIFIA principal repayment in FY 2033, projected coverage remains compliant and strengthens over time as system revenues grow. These projections reflect the City Council-approved multi-year water rate plan (Ordinance 2025-54), which includes stepped rate increases through FY 2030 followed by annual 3% adjustments thereafter, as well as per-capita usage assumptions consistent with the City's historical experience and long-range Lake Michigan water supply planning. A final Revenue Sufficiency Report from Speer will be delivered as part of the WIFIA loan closing process.

Assuming passage of the proposed ordinance, staff anticipates that the WIFIA loan closing process will require approximately 30 to 60 days, based on guidance received from the U.S. Environmental Protection Agency (EPA). Accordingly, the City is currently targeting a loan closing in March 2026, subject to the completion of final federal reviews and execution of all required closing documents.

Following WIFIA loan closing, the City may begin submitting reimbursement requests for eligible project costs as early as the day after the loan becomes effective. Reimbursement requests are typically processed by the EPA on a semi-monthly basis, with disbursements generally issued on or around the 1st and 15th of each month.

Recommendation

Staff recommends approval of the attached WIFIA Loan Agreement and WIFIA Term Sheet, and adoption of the accompanying ordinance authorizing their execution.

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

ORDINANCE NO. 2026-__

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AUTHORIZING THE BORROWING OF AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$170,000,000 FROM THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY FOR THE PURPOSE OF PAYING ELIGIBLE COSTS OF ENHANCING THE CITY'S WATER DELIVERY SYSTEM; AUTHORIZING AND PROVIDING FOR THE EXECUTION AND DELIVERY OF A WIFIA LOAN AGREEMENT AND WIFIA TERM SHEET RELATING TO SUCH LOAN; AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A GENERAL OBLIGATION ALTERNATE REVENUE BOND IN EVIDENCE OF SUCH BORROWING; PROVIDING FOR THE IMPOSITION OF TAXES TO PAY THE SAME AND FOR THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE NET REVENUES DERIVED BY THE CITY FROM ITS WATER DELIVERY SYSTEM FOR THE PAYMENT OF SAID BOND; AUTHORIZING THE ISSUANCE OF THE BOND TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY; AUTHORIZING THE ESTABLISHMENT OF A BOND FUND AND ACCOUNTS THEREIN FOR THE PAYMENT OF SUCH BOND; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE ISSUANCE OF SUCH BOND.

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
this 13th day of January, 2026

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on January ____, 2026.

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ORDINANCE NO. _____

AN ORDINANCE of the United City of Yorkville, Kendall County, Illinois authorizing the borrowing of an aggregate principal amount of not to exceed \$170,000,000 from the United States Environmental Protection Agency for the purpose of paying eligible costs of enhancing the City’s water delivery system; authorizing and providing for the execution and delivery of a WIFIA Loan Agreement and WIFIA Term Sheet relating to such loan; authorizing and providing for the issuance of a general obligation alternate revenue bond in evidence of such borrowing; providing for the imposition of taxes to pay the same and for the collection, segregation and distribution of the net revenues derived by the City from its water delivery system for the payment of said bond; authorizing the issuance of the bond to the United States Environmental Protection Agency; authorizing the establishment of a bond fund and accounts therein for the payment of such bond; and authorizing certain related actions in connection with the issuance of such bond.

* * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “*City*”), is a duly organized and existing non-home rule municipality incorporated and existing under the provisions of the laws of the State of Illinois, is now operating under the provisions of the Illinois Municipal Code, as amended (the “*Municipal Code*”), and all laws amendatory thereof and supplementary thereto, including, without limitation, the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350, as amended (the “*Debt Reform Act*”); and

WHEREAS, the City has for many years owned and operated a municipally-owned water supply system (the “*System*”) pursuant to Division 129 of Article 11 of the Municipal Code; and

WHEREAS, the Mayor and the City Council of the City (the “*Corporate Authorities*”) have determined that it is advisable, necessary and in the best interests of the public health, safety, welfare and convenience of the City to enhance the System, including, without limitation, to connect to a new source of water supply through the DuPage Water Commission, and may

include construction of a shared transmission main, construction of receiving stations and internal system improvements, including water main repair and replacements that are necessary to connect to and receive the new water supply (collectively, the “*Project*”), all in accordance with the preliminary plans and estimates of costs therefor heretofore presented to the Corporate Authorities; and

WHEREAS, the estimated costs of the Project, including, without limitation, engineering, construction, legal, financial, administrative and other expenses and costs, are estimated by the Corporate Authorities to be not more than \$170,000,000, but the City does not currently have sufficient funds on hand and lawfully available to pay such costs, nor does it expect to have sufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, it is necessary and for the best interests of the City that the Project be constructed; and

WHEREAS, pursuant to Article 8 and Article 11 of the Municipal Code, the City is authorized to borrow money and issue its water revenue bonds payable solely from the revenue derived from the operation of the System to pay the costs of the Project, subject to right of backdoor petition for referendum pursuant to the Debt Reform Act; and

WHEREAS, pursuant to the provisions of Section 15 of the Debt Reform Act, whenever the City has been authorized under applicable law (as defined in the Debt Reform Act) to issue revenue bonds under the Municipal Code, the City may issue its general obligation alternate bonds (as defined in the Debt Reform Act) in lieu of such revenue bonds; and

WHEREAS, the Debt Reform Act defines a bond as any instrument evidencing the obligation to pay money authorized or issued by or on behalf of a governmental unit under applicable law, including without limitation, bonds, notes, installment or financing contracts,

leases, certificates, tax anticipation warrants or notes, vouchers, and any other evidences of indebtedness; and

WHEREAS, the City has applied to the United States Environmental Protection Agency, an agency of the United States of America, acting by and through the Administrator of the Environmental Protection Agency (the “*WIFIA Lender*”), for a Water Infrastructure Finance and Innovation Act (“*WIFIA*”) loan to finance the eligible costs of the Project; and

WHEREAS, for the purpose of providing funds to pay the eligible costs of the Project and in accordance with the provisions of Division 129 of Article 11 of the Municipal Code, the Corporate Authorities adopted Ordinance No. 2025-68 on September 23, 2025 (the “*Authorizing Ordinance*”), authorizing the City to borrow money for the Project by entering into a WIFIA loan with the WIFIA Lender in an aggregate amount of not to exceed \$225,000,000, which loan shall be either (a) payable from the revenue derived from the operation of the System (a “*Revenue-Backed WIFIA Loan*”), or (b) in lieu thereof, payable from: (i) the net revenues derived from the operation of the System, (ii) all collections of any non-home rule “places for eating” sales tax imposed by the City and deposited into the City’s Water Fund (the “*Water Fund*”), and (iii) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund (collectively, the “*Pledged Revenues*”), as authorized to be borrowed at this time pursuant to the Debt Reform Act (an “*Alternate Revenue WIFIA Loan*”); and

WHEREAS, on the 25th day of September, 2025, a notice of the adoption of the Authorizing Ordinance (the “*Notice*”), in statutory form, was published in the *Aurora Beacon-News*, the same being a newspaper of general circulation in the City, and an affidavit evidencing the publication of the Notice has heretofore been presented to the Corporate Authorities and made a part of the permanent records of the City; and

WHEREAS, on the 25th day of September, 2025, the Authorizing Ordinance was published in the *Aurora Beacon-News*, the same being a newspaper of general circulation in the City, and an affidavit evidencing the publication of the Authorizing Ordinance has heretofore been presented to the Corporate Authorities and made a part of the permanent records of the City; and

WHEREAS, more than thirty (30) days have expired since the date of publication of the Authorizing Ordinance and the Notice, and no petitions with the requisite number of valid signatures thereon have been filed with the City Clerk requesting that the question of the borrowing of money for the Project by entering into either the Revenue-Backed WIFIA Loan or the Alternate Revenue WIFIA Loan be submitted to referendum; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, the Mayor executed an Order on September 23, 2025 calling a public hearing (the "*Hearing*") for the 14th day of October, 2025, concerning the intent of the Corporate Authorities to borrow money for the Project by entering into the either the Revenue-Backed WIFIA Loan or the Alternate Revenue WIFIA Loan in an amount of not to exceed \$225,000,000 with respect to the Project; and

WHEREAS, notice of the Hearing was given (i) by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Aurora Beacon-News*, the same being a newspaper of general circulation in the City, and (ii) by posting at least 48 hours before the Hearing a copy of said notice at the principal office of the Corporate Authorities, which notice was continuously available to the public for the 48-hour period preceding the Hearing; and

WHEREAS, on the 25th day of September, 2025, notice of the Hearing was published in the *Aurora Beacon-News*, the same being a newspaper of general circulation in the City, and

an affidavit evidencing the publication of the notice of the Hearing has heretofore been presented to the Corporate Authorities and made a part of the permanent records of the City; and

WHEREAS, the Hearing was opened on the 14th day of October, 2025, and at the Hearing the Corporate Authorities explained the reasons for the WIFIA loan and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 14th day of October, 2025, and not less than seven (7) days have passed since the final adjournment of the Hearing; and

WHEREAS, the Project constitutes a lawful corporate purpose within the meaning of the Debt Reform Act; and

WHEREAS, the Corporate Authorities are now authorized to borrow money for the Project by entering into the Revenue-Backed WIFIA Loan to the maximum aggregate amount of \$170,000,000 or, in lieu thereof, to borrow money for the Project by entering into the Alternate Revenue WIFIA Loan, to the maximum aggregate amount of \$170,000,000 in accordance with the provisions of the Debt Reform Act, and the Corporate Authorities hereby determine that it is necessary and desirable that there be borrowed at this time the amount of not to exceed \$170,000,000 (sum of disbursements and excluding capitalized interest) of the Alternate Revenue WIFIA Loan (the "*WIFIA Loan*") so authorized, and to issue its alternate bond in evidence of such borrowing, for the purpose of providing funds to pay the eligible costs of the Project; and

WHEREAS, in the event that the WIFIA Loan is in the amount of less than \$170,000,000 (sum of disbursements and excluding capitalized interest), the City will fund the estimated costs of the Project from sources other than the WIFIA Loan; and

WHEREAS, pursuant to WIFIA, as amended, 33 U.S.C. §§ 3901-3915, the WIFIA Lender is authorized to enter into loan agreements to provide financial assistance with one or more eligible entities to make secured loans with appropriate security features to finance a portion of the eligible costs of projects eligible for assistance;

WHEREAS, the City and the WIFIA Lender have negotiated and are finalizing the terms of the proposed loan agreement (the “*WIFIA Loan Agreement*”) for the WIFIA Loan, along with a term sheet (the “*WIFIA Term Sheet*”), which WIFIA Term Sheet, upon execution by the City and the WIFIA Lender, will constitute the WIFIA Lender’s approval of WIFIA financial assistance for the Project to be provided in the form of the WIFIA Loan, subject to the terms and conditions of the WIFIA Loan Agreement; and

WHEREAS, the WIFIA Loan Agreement will require that the City issue and deliver to the WIFIA Lender its general obligation alternate bond (the “*WIFIA Bond*”) as provided in the Debt Reform Act in an amount of not to exceed \$170,000,000 (excluding capitalized interest) in order to evidence its obligation to repay the WIFIA Loan in accordance with the WIFIA Loan Agreement;

WHEREAS, the Corporate Authorities deem it necessary and desirable at this time to authorize the execution and delivery of the WIFIA Loan Agreement and WIFIA Term Sheet and to authorize the issuance and delivery of the WIFIA Bond;

WHEREAS, the WIFIA Bond to be issued will be payable from the Pledged Revenues and, if the Pledged Revenues are insufficient to pay the WIFIA Bond, payable also from ad valorem

property taxes upon all taxable property in the City without limitation as to rate or amount (the “*Pledged Taxes*”); and

WHEREAS, the City has heretofore issued and has outstanding its General Obligation Bonds (Alternate Revenue Source), Series 2023A (the “*Series 2023A Bonds*”), issued pursuant to the Debt Reform Act and Ordinance Number 2023-24 adopted by the Corporate Authorities on July 11, 2023 (the “*Series 2023A Bond Ordinance*”); and

WHEREAS, the City has also heretofore issued and has outstanding its General Obligation Bonds (Alternate Revenue Source), Series 2025A (the “*Series 2025A Bonds*” and, together with the Series 2023A Bonds, the “*Prior Alternate Bonds*”), issued pursuant to the Debt Reform Act and Ordinance Number 2024-76 adopted by the Corporate Authorities on December 10, 2024 (the “*Series 2025A Bond Ordinance*” and, together with the Series 2023A Bond Ordinance, the “*Prior Alternate Bond Ordinances*”); and

WHEREAS, pursuant to the Prior Alternate Bond Ordinances, the Prior Alternate Bonds are each secured ratably and equally by the Pledged Revenues;

WHEREAS, the WIFIA Bond will be issued on a parity with the Prior Alternate Bonds, and will be secured ratably and equally by the Pledged Revenues with such Prior Alternate Bonds, which Prior Alternate Bonds shall be the only outstanding obligations of the City payable from the Pledged Revenues on a parity basis with the WIFIA Bond;

WHEREAS, the City expressly reserved the right in Prior Alternate Bond Ordinances to issue “Additional Bonds” as therein defined, provided that certain conditions set forth in the Debt Reform Act are met;

WHEREAS, the Corporate Authorities have heretofore and do hereby determine in accordance with the provisions of Section 15(c) of the Debt Reform Act that the Pledged

Revenues will be sufficient to provide for or pay in each year to final maturity of the WIFIA Bond all of the following: (1) costs of operation and maintenance of the System, but not including depreciation, (2) debt service on all outstanding revenue bonds payable from the Pledged Revenues, (3) all amounts required to meet any fund or account requirements with respect to such outstanding revenue bonds, (4) other contractual or tort liability obligations, if any, payable from the Pledged Revenues, and (5) in each year, an amount not less than 1.25 times debt service on all (i) alternate bonds payable from the Pledged Revenues previously issued by the City and then outstanding, and (ii) the WIFIA Bond proposed to be issued pursuant to this Ordinance; and

WHEREAS, such determination of the sufficiency of the Pledged Revenues is supported by reference to the report (the "*Report*") prepared by Speer Financial, Inc., Chicago, Illinois ("*Speer*"), which Report has been presented to and accepted by the Corporate Authorities and is now on file with the City Clerk; and

WHEREAS, Speer has a national reputation for expertise in such matters within the meaning of the Debt Reform Act; and

WHEREAS, the County Clerk of the County of Kendall, Illinois is therefore authorized to extend and collect property taxes levied in this Ordinance for the payment of the WIFIA Bond, as an alternate bond under the Debt Reform Act, without limitation as to rate or amount; and

WHEREAS, the Corporate Authorities deem it necessary and desirable at this time to authorize the borrowing of funds for the Project from the WIFIA Loan by entering into the WIFIA Loan Agreement and, in evidence of such borrowing, to issue the WIFIA Bond in a maximum principal amount (excluding capitalized interest) of \$170,000,000; and

WHEREAS, in connection with the WIFIA Loan, and pursuant to this Ordinance, the City shall enter into the WIFIA Loan Agreement in substantially the form attached hereto as **Exhibit A**, and the WIFIA Term Sheet in substantially the form attached hereto as **Exhibit B**, with such changes as the Mayor or any other Designated Officer (as herein defined) shall approve, and the Corporate Authorities hereby find that the execution and delivery of the WIFIA Loan Agreement and the acknowledgement and acceptance of the WIFIA Term Sheet are necessary and advisable in connection with the issuance of the WIFIA Bond payable to the WIFIA Lender in evidence of the WIFIA Loan; and

WHEREAS, the Designated Officers are hereby authorized to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or convenient in carrying out the actions authorized by this Ordinance and the transactions contemplated by the documents and instruments approved or authorized by this Ordinance, including, without limitation, making any determinations or submission of any documents or reports which are required by any rule or regulation of any governmental entity, the giving of any notices and directions or the seeking of any consents or acknowledgments in connection with the execution of any agreement related to the WIFIA Loan transaction and the authorization, execution, issuance, and delivery of, and the performance by the City of its obligations under, the documents and instruments approved or authorized by this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Definitions. In addition to the words and terms as defined in the preambles hereto, the following words and terms used in this Ordinance shall have the following meanings unless the context or use clearly indicates another or different meaning is intended:

“*Additional Bonds*” means (i) any revenue bonds to be issued subsequent in time to the WIFIA Bond in accordance with the provisions of the Municipal Code, and (ii) any alternate bonds to be issued subsequent in time to the WIFIA Bond in accordance with the provisions of the Debt Reform Act, in either case on a parity with and sharing ratably and equally in all or a portion of the Pledged Revenues with the WIFIA Bond and the Prior Alternate Bonds.

“*Additional IEPA Loans*” means any revenue bonds payable from the Net Revenues issued subsequent in time to the WIFIA Bond in connection with an IEPA Loan, issued either subordinate to or on a parity with, and sharing ratably and equally in, the Net Revenues with the Prior Alternate Bonds, the WIFIA Bond and any Additional Bonds.

“*Bond Register*” means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the WIFIA Bond.

“*Bond Registrar*” means the Treasurer or a successor designated as Bond Registrar hereunder.

“*Capitalized Interest Period*” has the meaning set forth in the WIFIA Loan Agreement.

“*Clerk*” means the Clerk of the City.

“*County Clerk*” means the County Clerk of the County of Kendall, Illinois.

“*Debt Service Payment Commencement Date*” has the meaning set forth in the WIFIA Loan Agreement.

“*Designated Officers*” means the Mayor, the Treasurer, or the Clerk, or any of them acting together, and their respective successors and assigns.

“*Eligible Project Costs*” has the meaning set forth in the WIFIA Loan Agreement.

“*Final Disbursement Date*” has the meaning set forth in the WIFIA Loan Agreement.

“*Fiscal Year*” means a twelve-month period beginning May 1 of the calendar year and ending on the next succeeding April 30.

“*Future System Obligation Ordinances*” means the ordinances of the City authorizing the issuance of bonds or other debt payable from the Pledged Revenues, but not including the Prior Alternate Bond Ordinances or this Ordinance.

“*Gross Revenues*” means all income from whatever source derived from the System, including, without limitation, (i) investment income; (ii) connection, permit and inspection fees and the like; and (iii) penalties and delinquency charges; but expressly excluding (a) non-recurring income from the sale of property of the System; (b) governmental or other grants; (c) advances from or grants made to the City; (d) capital development, reimbursement, or

recovery charges and the like; and (e) annexation or pre-annexation charges insofar as designated by the Corporate Authorities as paid for System connection or service; and as otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds.

“*IEPA*” means the Illinois Environmental Protection Agency, or any successor agency under the laws of the State.

“*IEPA Loans*” means, collectively, all from time to time Outstanding loans to the City from the IEPA.

“*IEPA Loan Account*” means any loan account established under any ordinance adopted by the Corporate Authorities from time to time with respect to an IEPA Loan or an Additional IEPA Loan.

“*Mayor*” means the Mayor of the City.

“*Net Revenues*” means Gross Revenues minus Operation and Maintenance Expenses.

“*Operation and Maintenance Expenses*” means all expenses of operating, maintaining and routine repair of the System, including wages, salaries, costs of materials and supplies, power, fuel, insurance, purchase of water (including all payments by the City pursuant to long term contracts for such services as and to the extent provided in such contracts and specifically including all payments to the DuPage Water Commission for the purchase of water); but excluding debt service, depreciation, or any reserve requirements; and otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds.

“*Ordinance*” means this Ordinance, numbered as set forth on the title page hereof, passed by the Corporate Authorities on the 13th day of January, 2026, as supplemented and amended.

“*Outstanding*” and “*Outstanding System Obligations*” means (a) when used solely with reference to any of the Prior Alternate Bonds, the Additional Bonds, the IEPA Loans or the Additional IEPA Loans, such of the Prior Alternate Bonds, the Additional Bonds, the IEPA Loans or the Additional IEPA Loans which are outstanding and unpaid; provided, however, such term shall not include any of the Prior Alternate Bonds, the Additional Bonds, the IEPA Loans or the Additional IEPA Loans (i) which have matured and for which moneys are on deposit with proper paying agents, or are otherwise properly available, sufficient to pay all principal and interest thereon, or (ii) the provision for payment of which has been made by the City by the deposit in an irrevocable trust or escrow of funds direct, full faith and credit obligations of the United States of America, the principal and interest of which will be sufficient to pay at maturity or as called for redemption all the principal of and interest and applicable premium, if any, on the Prior Alternate Bonds, the Additional Bonds, the IEPA Loans and the Additional IEPA Loans, and (b) with respect to the WIFIA Bond, the (i) entire amount available to be drawn under the WIFIA Loan Agreement (including amounts drawn, amounts that remain available to be drawn and, if applicable, any capitalized interest added or

projected to be added to the principal amount of the WIFIA Loan in accordance with the terms of the WIFIA Loan Agreement), less (ii) any amount that has been irrevocably determined will not be drawn under the WIFIA Loan Agreement, less (iii) the aggregate principal amount of the WIFIA Loan Balance that has been repaid or prepaid.

“Parity Obligations” means the Prior Alternate Bonds, the WIFIA Bond, any Additional Bonds and any Additional IEPA Loans that rank on a parity with the WIFIA Bond.

“Paying Agent” means the Treasurer or a successor designated as Paying Agent hereunder.

“Places for Eating Tax” means the non-home rule sales tax on the gross receipts for prepared food and beverages sold at retail establishments for immediate consumption imposed by the City pursuant to an ordinance adopted by the Corporate Authorities on June 27, 2023, the revenues from which are to be deposited into the Water Fund.

“Pledged Revenues” means, collectively, (i) the Net Revenues, (ii) all collections of the Places for Eating Tax, and (iii) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund.

“Pledged Revenues Account” means the Pledged Revenues Account established hereunder and further described in Section 12 of this Ordinance.

“Pledged Moneys” means the Pledged Revenues and the Pledged Taxes, as each of such terms are defined herein.

“Pledged Taxes” means the ad valorem taxes levied against all the taxable property within the City without limitation as to rate or amount, pledged hereunder by the City as security for the WIFIA Bond.

“Project” means, collectively, a water supply regionalization and water system improvement project that will enable the City, in coordination with neighboring communities, to connect to a new source of water supply through the DuPage Water Commission and may include construction of a shared transmission main, construction of receiving stations and internal system improvements, including water main repair and replacements that are necessary to connect to and receive the new water supply.

“Project Fund” means the Project Fund established hereunder and further described in Section 11 of this Ordinance.

“System Obligation Bond and Interest Account” means the System Obligation Bond and Interest Account continued and renamed pursuant to Section 15 of this Ordinance.

“System” refers to all property, real, personal or otherwise owned or to be owned by the City or under the control of the City, and used for water supply purposes, including any and all further extensions, improvements and additions to the System.

“*Treasurer*” means the Treasurer of the City.

“*Water Fund*” means the Water Fund of the City continued hereunder and further described in Section 14 of this Ordinance.

“*WIFIA Bond Fund*” means the WIFIA Bond Alternate Bond Fund established hereunder and further described in Section 12 of this Ordinance.

“*WIFIA Expense Fund*” means the fund established hereunder and further described by Section 11 of this Ordinance.

“*WIFIA Loan Balance*” has the meaning set forth in the WIFIA Loan Agreement.

Section 2. Incorporation of Preambles; Acceptance of Report. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do incorporate them into this Ordinance by this reference thereto. The Report is hereby accepted and approved by the Corporate Authorities, and it is hereby found and determined that Speer is a feasibility analyst having a national reputation for expertise in such matters as the Report.

Section 3. Determination to Borrow Money from the WIFIA Loan and to Issue the WIFIA Bond. It is hereby found and determined that it is necessary and in the best interests of the City to construct the Project and in order to finance such construction, to borrow money for the Project under the WIFIA Loan from the WIFIA Lender in an amount not to exceed \$170,000,000 (sum of disbursements and excluding capitalized interest) and, as evidence of such indebtedness, to issue the WIFIA Bond to said amount pursuant to the Municipal Code and the Debt Reform Act for the purpose of paying for the Eligible Project Costs, and that such borrowing is necessary for the welfare of the government and affairs of the City, is a public purpose and is in the public interest.

Section 4. Acceptance and Authorization of the WIFIA Loan; Issuance of the WIFIA Bond; Execution and Delivery of the WIFIA Loan Agreement; Acknowledgement and Acceptance

of the WIFIA Term Sheet. The Corporate Authorities authorize the borrowing of money for the Project by entering into the WIFIA Loan with the WIFIA Lender and, in evidence of such borrowing, to issue the WIFIA Bond. Each of the Designated Officers is hereby authorized to take all necessary action to have the WIFIA Bond prepared and executed and to deliver all other necessary documents with respect to the WIFIA Loan in accordance with the terms of the WIFIA Loan Agreement. The WIFIA Bond shall be executed and delivered to the Bond Registrar and be delivered by the Bond Registrar to the purchaser thereof, namely, the WIFIA Lender, on the date of execution and delivery of the WIFIA Loan Agreement, all in accordance with the provisions of the WIFIA Loan Agreement, in substantially the form attached hereto as **Exhibit A**, with such changes as the Mayor shall approve, the execution thereof to constitute conclusive evidence of the approval of the WIFIA Loan Agreement. The Corporate Authorities hereby authorize and direct the Mayor or any of the Designated Officers to execute, attest and deliver the WIFIA Loan Agreement in the name and on behalf of the City. The Corporate Authorities hereby further authorize and direct any of the Designated Officers to acknowledge and agree to the terms in the WIFIA Term Sheet in the name and on behalf of the City by execution of same.

The Corporate Authorities hereby authorize acceptance of the offer of the WIFIA Loan, including all terms and conditions of the WIFIA Loan Agreement as well as all special conditions contained therein and/or made a part thereof by reference. The Corporate Authorities hereby further agree that the WIFIA Loan funds disbursed under the WIFIA Loan Agreement shall be used solely for the purposes of the Project and to pay the Eligible Project Costs as approved by the WIFIA Lender in accordance with the terms of the WIFIA Loan Agreement. Any of the Designated Officers or their designees shall be authorized to take all necessary action to cause the Advances (as hereinafter defined) to be made in accordance with

the terms of the WIFIA Loan Agreement.

Section 5. Bond Details. For the purpose of providing for the payment of the Eligible Project Costs, there shall be issued a single WIFIA Bond payable to the WIFIA Lender or registered assigns as provided therein. The maximum principal amount of the WIFIA Bond shall be \$170,000,000 (excluding capitalized interest), as evidenced by the WIFIA Bond. Amounts advanced by the WIFIA Lender from time to time to pay Eligible Project Costs (the “*Advances*”) shall be disbursed from time to time in accordance with the provisions of the WIFIA Loan Agreement.

The WIFIA Bond shall be designated “General Obligation Bond (Alternate Revenue Source), Series 2026A (WIFIA ID – N22149IL)” and shall be dated no later than the date of the execution and delivery of the WIFIA Loan Agreement. The WIFIA Loan Balance from time to time outstanding shall bear interest as set forth in the WIFIA Loan Agreement, the initial rate not to exceed five and one-half percent (5.50%) per annum, such rate being subject to adjustment as set forth in the WIFIA Loan Agreement but at no time to exceed eight percent (8%) per annum. Interest shall be computed on the basis of a 360-day year of twelve (12) thirty (30) day months, and payable in arrears on each January 1 and July 1, commencing on the Debt Service Payment Commencement Date, *provided, however*, that pursuant to Section 8(a)(iii) of the WIFIA Loan Agreement, no payment of principal or interest on the WIFIA Loan will be required to be made during the Capitalized Interest Period. Interest accrued and not paid on the WIFIA Loan during the Capitalized Interest Period shall be capitalized and added to the WIFIA Loan Balance pursuant to the WIFIA Loan Agreement. The WIFIA Loan Balance shall become due and payable pursuant to a schedule of repayment determined (and modified, as applicable) as set forth in the WIFIA Loan Agreement (the “*Repayment Schedule*”), with a final maturity date as set forth in the WIFIA Loan Agreement.

Payments of principal, interest and other amounts due in respect of the WIFIA Bond shall be made in lawful money of the United States of America in the manner set forth in the WIFIA Loan Agreement.

All terms and conditions regarding payment of the WIFIA Bond shall be in a manner consistent with the WIFIA Loan Agreement.

Section 6. Redemption. The City may redeem the WIFIA Bond in whole at any time on or after the Final Disbursement Date, or in part on any January 1 or July 1 on or after the Final Disbursement Date (not more than once per calendar year) in principal amounts of \$500,000 or any integral multiple of \$1.00 in excess thereof to be determined by the City, without penalty or premium, at the redemption price of principal plus accrued interest to the date of redemption, and shall further include payment of all obligations of the City under the WIFIA Loan Agreement in respect of the WIFIA Loan, including fees and expenses, then due and payable, in accordance with and as further described in the WIFIA Loan Agreement. For purposes of clarity, any reference to “prepayment” of the WIFIA Loan in the WIFIA Loan Agreement shall be interpreted as a reference to “redemption” of the WIFIA Bond for purposes of this Ordinance.

Section 7. Registration of WIFIA Bond; Persons Treated as Owner. The City shall cause the Bond Register as provided in this Ordinance to be kept at the principal office maintained for the purpose by the Bond Registrar in Yorkville, Illinois, which is hereby constituted and appointed the registrar of the City for the WIFIA Bond. The WIFIA Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of the WIFIA Bond at the principal office maintained for the purpose by the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer or

exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully-registered WIFIA Bond. The execution by the City of the fully-registered WIFIA Bond shall constitute full and due authorization of the WIFIA Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver the WIFIA Bond, *provided, however*, the principal amount of the WIFIA Bond authenticated by the Bond Registrar in connection with any transfer or exchange shall not be the WIFIA Loan Balance.

The person in whose name the WIFIA Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal or interest on the WIFIA Bond shall be made only to or upon the order of the registered owner thereof or the legal representative of such owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon the WIFIA Bond to the extent of the sum or sums so paid.

No service charge shall be made to any registered owner of the WIFIA Bond for any transfer or exchange of the WIFIA Bond, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of the WIFIA Bond except in the case of the issuance of a new WIFIA Bond for the unredeemed portion of the WIFIA Bond surrendered for redemption. The WIFIA Bond may be sold in accordance with the WIFIA Loan Agreement.

Section 8. Form of WIFIA Bond. The WIFIA Bond shall be in substantially the form set forth in the WIFIA Loan Agreement.

Section 9. Execution and Authentication of WIFIA Bond. The WIFIA Bond shall be executed on behalf of the City by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized signature of its City Clerk, as they may determine, and shall be impressed or imprinted with the corporate seal or facsimile seal of the City. In case any such officer whose signature shall appear on the WIFIA Bond shall cease to be such officer before the delivery of same, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The WIFIA Bond shall have thereon a certificate of authentication, substantially in the form provided, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No WIFIA Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such WIFIA Bond shall be conclusive evidence that such WIFIA Bond has been authenticated and delivered under this Ordinance.

Section 10. Treatment of WIFIA Bond as Debt. The WIFIA Bond shall be payable from the Pledged Moneys and does not constitute an indebtedness of the City within the meaning of any constitutional provision or limitation, unless the Pledged Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the WIFIA Bond, as set forth herein, in which case the amount of the WIFIA Loan Balance then Outstanding shall be included in the computation of indebtedness of the City for purposes of all statutory provisions or limitations until such time as an audit of the City shall show that the WIFIA Bond has been paid from the Pledged Revenues for a complete Fiscal Year, in accordance with the Debt Reform Act.

Section 11. Use of WIFIA Bond Proceeds. The proceeds derived from the sale of the WIFIA Bond shall be deposited into a separate fund, hereby created, and designated as the

“WIFIA Bond Project Fund” (the *“Project Fund”*), which fund is hereby irrevocably pledged to the WIFIA Lender for its sole benefit. Amounts on deposit in the Project Fund from time to time shall be used solely to pay Eligible Project Costs.

The City hereby creates a separate fund and account of the City designated as the *“WIFIA Expense Fund”*, which fund is irrevocably pledged to the WIFIA Lender for its sole benefit. The City shall deposit funds of the City on hand and lawfully available for such purpose into the WIFIA Expense Fund for the purpose of paying the costs of issuance of the WIFIA Bond.

Section 12. WIFIA Bond Fund. There is hereby created a special fund of the City, which fund shall be held by the Paying Agent separate and apart from all other funds and accounts of the City and shall be known as the *“WIFIA Bond Alternate Bond Fund”* (the *“WIFIA Bond Fund”*), which fund is hereby irrevocably pledged to the WIFIA Lender and any subsequent registered holder of the WIFIA Bond for its and their sole benefit and shall be used only for the purpose of paying the principal of and interest on the WIFIA Bond. The purpose of the WIFIA Bond Fund is to provide a fund to receive and disburse the Pledged Revenues and Pledged Taxes for payment of the WIFIA Bond. All payments with respect to the WIFIA Bond shall be made directly from the WIFIA Bond Fund. There are hereby created two accounts in the WIFIA Bond Fund, designated the *“Pledged Revenues Account”* and the *“Pledged Taxes Account”*. All Pledged Revenues to be applied to the payment of the WIFIA Bond shall be deposited to the credit of the Pledged Revenues Account and all Pledged Taxes shall be deposited to the credit of the Pledged Taxes Account. The WIFIA Bond Fund and its respective accounts constitute a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by this Ordinance.

Any Pledged Taxes received by the City with respect to the WIFIA Bond shall promptly be deposited into the WIFIA Bond Fund. Pledged Taxes on deposit to the credit of the Pledged Taxes Account shall be fully spent to pay the principal of and interest on the WIFIA Bond for which such taxes were levied and collected prior to use of any moneys on deposit in the Pledged Revenues Account of the WIFIA Bond Fund. As described in Section 15 hereof, all Pledged Revenues will be deposited into the Pledged Revenues Account on a monthly basis.

Section 13. Pledged Taxes; Tax Levy. For the purpose of providing necessary funds to pay the principal of and interest on the WIFIA Bond, and as provided in Section 15 of the Debt Reform Act, there is hereby levied upon all of the taxable property within the City, in the years for which the WIFIA Bond is Outstanding, the Pledged Taxes set forth as **Exhibit C** hereto, the same being a direct annual tax in amounts sufficient for that purpose.

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Moneys herein pledged and levied; and when the Pledged Moneys shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

Subject to the provisions of Section 19 hereof, the City covenants and agrees with the purchaser and the owner of the WIFIA Bond that so long as the WIFIA Bond remains Outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to collect the Pledged Revenues or to levy and collect the Pledged Taxes. The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues will be available and that the Pledged Taxes will be levied, extended and collected as provided herein and deposited into the WIFIA Bond Fund. Pledged Taxes on deposit to the credit of the WIFIA Bond Fund shall be fully spent to pay the

principal of and interest on the WIFIA Bond for which such taxes were levied and collected prior to use of any other moneys on deposit in the WIFIA Bond Fund.

After the final Advance is made and the Repayment Schedule is determined as set forth in Section 5 of this Ordinance and the WIFIA Loan Agreement, to the extent that the Pledged Taxes levied above and set forth as **Exhibit C** hereto exceed the amount necessary to pay debt service on the WIFIA Bond, each of the Designated Officers is hereby authorized to direct the abatement of such Pledged Taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the WIFIA Bond in the following bond year. Proper notice of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 14. Continuation of Water Fund and Accounts Thereof. Upon the issuance of the WIFIA Bond, the System shall continue to be operated on a Fiscal Year basis. All of the Gross Revenues shall be set aside as collected and be deposited into a separate fund and in an account in a bank designated by the Corporate Authorities, which fund has heretofore been created and is hereby expressly continued and designated as the “Water Fund” (the “*Water Fund*”) of the City, which shall constitute a trust fund for the purpose, among others, of carrying out the covenants, terms, and conditions of the Prior Alternate Bond Ordinances, this Ordinance and any Future System Obligation Ordinances, and shall be used only in paying Operation and Maintenance Expenses, providing an adequate depreciation fund, paying the principal of and interest on all bonds and other indebtedness of the City which by their terms are payable from the Net Revenues, providing for the continuation or establishment of and expenditure from the respective accounts as hereinafter described, and for such other System-related purposes as may be provided by law and contract. In addition to the Gross Revenues, the revenues received from the collection of the Places for Eating Tax shall be deposited into

the Water Fund and credited thereto on or before the first (1st) day of each month by the Treasurer.

Section 15. Flow of Funds in Water Fund. There shall be and there are hereby continued or created, as the case may be, separate accounts in the Water Fund to be known as the “Operation and Maintenance Account,” the “System Obligation Bond and Interest Account” (originally referred to as the Alternate Bond and Interest Account (Water) under the Series 2025A Bond Ordinance), the “Depreciation Account,” the “Places for Eating Tax Account,” and the “Surplus Account” (originally referred to as the Surplus Account (2025A) under the Series 2025A Bond Ordinance), to which there shall be credited on or before the first (1st) day of each month by the Treasurer, without any further official action or direction, in the order in which said accounts are hereinafter mentioned, all moneys held in the Water Fund, in accordance with the following provisions:

(a) *Operation and Maintenance Account:* There shall be deposited and credited to or retained in the Operation and Maintenance Account an amount sufficient, when added to the amount then on deposit in said Account, to establish or maintain a balance to an amount not less than the amount considered necessary to pay Operation and Maintenance Expenses for the then current and the next succeeding month.

(b) *System Obligation Bond and Interest Account:* There next shall be deposited and credited to the System Obligation Bond and Interest Account and held, in cash and investments, in each month a fractional amount of the interest becoming due on the next succeeding interest payment date on all Outstanding Parity Obligations and also a fractional amount of the principal becoming due on the next succeeding principal maturity date of all of the Outstanding Parity Obligations. Such respective fractional amounts in the System Obligation Bond and Interest Account will then be immediately transferred to the separate bond funds for each series of Outstanding Parity Obligations including, with respect to the WIFIA Bond, the Pledged Revenues Account of the WIFIA Bond Fund. Such deposits shall be made into the System Obligation Bond and Interest Account until there shall have been accumulated and held, in cash and investments, in the System Obligation Bond and Interest Account on or before the last day of the month preceding such payment date of interest or maturity date of principal, an amount sufficient to pay such principal or interest, or both, of all Outstanding Parity Obligations. Pursuant to Section 15(d), funds in the Places for Eating Tax Account shall be transferred to the System Obligation Bond and Interest Account from time to time in such amounts as the City may deem necessary for the purpose of paying principal or interest, or both, on any interest payment date or maturity date of principal on all Outstanding System Obligations payable from the Pledged Revenues. If on any occasion there shall not be

sufficient Pledged Revenues to make the required deposits into the System Obligation Bond and Interest Account for any Outstanding Parity Obligations, then such available Pledged Revenues shall be applied pro rata to any such required deposits and any such deficiency shall be made up as soon as possible from the next available Pledged Revenues, or from any other source available for such purpose.

In computing the fractional amount to be set aside each month in the System Obligation Bond and Interest Account, the fraction shall be so computed that sufficient funds will be set aside in said Account (i) in order to abate the Pledged Taxes in accordance with the provisions of this Ordinance, and (ii) be available for the prompt payment of such principal of and interest on all Outstanding Parity Obligations as will become due and shall be not less than one-fifth of the interest becoming due on the next succeeding interest payment date and not less than one-tenth of the principal becoming due on the next succeeding principal payment date on all Outstanding Parity Obligations until there is sufficient money in said Account to pay such principal or interest, or both.

Credits or deposits to the System Obligation Bond and Interest Account may be suspended in any Fiscal Year at such time as there shall be a sufficient sum, held in cash and investments, in said Account to meet principal and interest requirements of such Outstanding System Obligations for the balance of such Fiscal Year, but such credits or deposits shall again be resumed at the beginning of the next Fiscal Year.

All moneys in the System Obligation Bond and Interest Account shall be used only for the purpose of paying interest on and principal of Outstanding Parity Obligations.

Pledged Taxes on deposit in the Pledged Taxes Account of the WIFIA Bond Fund shall be fully spent to pay the principal of and interest on the WIFIA Bond for which such taxes were levied and collected prior to use of any other moneys on deposit in the System Obligation Bond and Interest Account. Pledged Taxes on deposit in the Pledged Taxes Account of the WIFIA Bond Fund shall only be used to pay the principal of and interest on the WIFIA Bond for which such taxes were levied and collected.

(c) *Depreciation Account:* There shall be deposited in and credited to the Depreciation Account in each month after the required payments have been made into the accounts described above, such amounts as the City may deem necessary in order to provide an adequate depreciation for the System.

Amounts to the credit of the Depreciation Account shall be used for (i) the payment of the cost of extraordinary maintenance, necessary repairs and replacements, or contingencies, the payment for which no other funds are available, in order that the System may at all times be able to render efficient service, and (ii) the payment of principal of or interest on any Outstanding System Obligations at any time when there are no other funds available for that purpose in order to prevent a default and shall be transferred to the System Obligation Bond and Interest Account or an IEPA Loan Account, as applicable, for such purpose.

Whenever an amount is withdrawn from the Depreciation Account for the purpose stated in clause (ii) of the preceding paragraph, the amount so transferred shall be added to the amount to be next and thereafter credited to said Depreciation Account until full reimbursement to the Depreciation Account has been made. Each expenditure to be made from the Depreciation Account for a purpose stated in clause (i) of the preceding paragraph shall be made only after a registered professional engineer employed for that purpose has certified that such expenditure is necessary to the continued effective and efficient operation of the System.

(d) *Places for Eating Tax Account:* There shall be deposited into and credited to the Places for Eating Tax Account in each month the collections from the Places for Eating Tax. Amounts in the Places for Eating Tax Account shall be used only for the purpose of paying principal or interest, or both, on any interest payment date or maturity date of principal on any Outstanding System Obligations payable from the Pledged Revenues, and shall be transferred to the System Obligation Bond and Interest Account from time to time in such amounts as the City may deem necessary for such purpose.

(e) *Surplus Account:* At the end of the Fiscal Year, all moneys remaining in the Water Fund, after crediting the required amounts to the respective accounts hereinabove provided for, and after making up any deficiency in the accounts described in subsections (a) to (c), inclusive, shall be credited to the Surplus Account. Funds in the Surplus Account shall (A) be used first to make up any subsequent deficiencies in any of the accounts hereinabove named as the City may deem necessary and (B) then, at the discretion of the Corporate Authorities, shall be used for one or more of the following purposes without any priority among them:

(1) For the purpose of making transfers to the Water Fund generally to be applied and treated as Net Revenues when transferred; or

(2) For the purpose of constructing or acquiring repairs, replacements, renewals, improvements or extensions to the System; or

(3) For the purpose of calling and redeeming Outstanding System Obligations which are callable at the time; or

(4) For the purpose of purchasing Outstanding System Obligations at the time at a price of not to exceed par and accrued interest to the date of purchase and the then applicable redemption premium, if any, thereon; or

(5) For the purpose of paying principal of and interest on any subordinate bonds or obligations issued for the purpose of acquiring or constructing repairs, replacements, renewals, improvements and extensions to the System; or

(6) For any other lawful System purpose.

(f) *Investments.* Money to the credit of the Water Fund prior to the monthly accounting and to the credit of the Operations and Maintenance Account may be invested pursuant to any authorization granted to municipal corporations by Illinois statute or court decision. All interest on any funds so invested may be credited to the Water Fund and is hereby deemed and allocated as expended with the next expenditure(s) of money from the Water Fund, or may be credited to the account for which the investment was made.

(g) *Future System Obligation Ordinances.* The Corporate Authorities may, at their discretion, adopt Future System Obligation Ordinances which create additional accounts in the Water Fund for the payment and security of water revenue bonds. Amounts in the Water Fund shall be credited to and transferred from said accounts in accordance with the terms of such Future System Obligation Ordinances, subject to Section 16(d) below.

Section 16. Additional Bonds, Subordinate System Obligations and Future System Obligation Ordinances. Notwithstanding anything in this Ordinance to the contrary but subject to the terms of the WIFIA Loan Agreement, the City reserves the right to:

(a) issue Additional Bonds from time to time payable from the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Prior Alternate Bonds and the WIFIA Bond; provided, however, that no Additional Bonds shall be issued except in accordance with the provisions of the Debt Reform Act as the Debt Reform Act is written at this time and demonstrating that the coverage required under the Debt Reform Act for the issuance of alternate bonds payable from the Pledged Revenues shall have been met for the Outstanding System Obligations;

(b) issue Additional IEPA Loans from time to time payable from the Pledged Revenues, and any such Additional IEPA Loans may either be subordinate to or share ratably and equally in the Pledged Revenues with the Prior Alternate Bonds, the WIFIA Bond, and the Additional Bonds, except that any Additional IEPA Loans issued or incurred on a parity with the WIFIA Bond shall be subject to clause (a) of this Section and the requirements of the WIFIA Loan Agreement;

(c) issue revenue bonds from time to time payable from the Pledged Revenues that are subordinate to the Prior Alternate Bonds, the WIFIA Bond, the Additional Bonds, the IEPA Loans and Additional IEPA Loans, and are payable from the money remaining in the Surplus Account after making required deposits into the System Obligation Bond and Interest Account; and

(d) adopt Future System Obligation Ordinances to provide for the funding of accounts in the Water Fund having a prior and superior lien on the Pledged Revenues to the lien of the System Obligation Bond and Interest Account. Such accounts may include an account or a series of accounts for the payment of and reserves for the WIFIA Bond, the Additional Bonds, the IEPA Loans, the Additional IEPA Loans or other obligations of the City payable from the Pledged Revenues; operating reserve accounts; renewal, replacement, depreciation, emergency reserve and the like accounts; rate stabilization and like accounts; or

capital project accounts. Any such Future System Obligation Ordinances, or if not applicable, future ordinances of the City, may provide for the Prior Alternate Bonds and the WIFIA Bond (and Additional Bonds) to be payable from such other or renamed account of the fund or funds related to the System as may be therein described, provided, however, that, in all events, the covenant to provide sufficient Pledged Revenues accumulating as herein provided shall continue to be met and, except with respect to the Operation and Maintenance Account and the payment of Operation and Maintenance Expenses, nothing in this Section 16(d) shall be construed to authorize the City to provide for the establishment or funding of accounts in the Water Fund having a lien on the Pledged Revenues that is prior or superior to the lien on the Pledged Revenues in favor of the WIFIA Bond.

Section 17. General Covenants Regarding the System. The City covenants and agrees with the owners of the Outstanding System Obligations, so long as there are any Outstanding System Obligations, as follows:

(a) The City will maintain the System in good repair and working order, will operate the same efficiently and faithfully, and will punctually perform all duties with respect thereto required by the Constitution and laws of the State and of the United States of America.

(b) The City will establish and maintain at all times reasonable fees, charges and rates for the use and service of the System, and will provide for the collection thereof and the segregation and application of the revenues of the System in the manner provided by this Ordinance, sufficient at all times to pay Operation and Maintenance Expenses, to provide an adequate depreciation fund, to pay the principal of and interest on all System Obligations, and to provide for the creation and maintenance of the respective accounts as provided in this Ordinance; provided, however, that the City need not charge itself for such services if in the previous Fiscal Year, Pledged Revenues, not including any payments made by the City, shall have met the requirements of this Ordinance.

(c) There shall be charged against all users of the System such rates and amounts for water services as shall be adequate to meet the requirements of this subsection.

(d) Whenever the coverage requirement in Section 18(a) is not achieved or Pledged Taxes are extended and collected as provided in this Ordinance, the City covenants to have prepared as soon as practicable a rate and management study for the System by an independent engineer or consultant (experienced with respect to the System) employed for that purpose.

(e) The City from time to time will make all needful and proper repairs, replacements, additions, and betterments to the System so that it may at all times be operated properly and advantageously; and when any necessary equipment or facility shall have been worn out, destroyed, or otherwise is insufficient for proper use, it shall be promptly replaced so that the value and efficiency of the System shall be at all times fully maintained.

(f) The City will establish such rules and regulations for the control and operation of the System necessary for the safe, lawful, efficient and economical operation thereof.

(g) The City will make and keep proper books and accounts (separate and apart from all other records and accounts of said City), in which complete entries shall be made of all transactions relating to the System, and hereby covenants that within ninety (90) days following the close of each Fiscal Year, it will cause the books and accounts of the System to be audited by independent certified public accountants. Said audit will be available for inspection by the holder of the WIFIA Bond. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein, shall, without limiting the generality of the foregoing, include the following:

(i) A statement in detail of income and expenditures of the System for such Fiscal Year.

(ii) A balance sheet as of the end of such Fiscal Year, including a statement of the amount held in each of the accounts of the Water Fund.

(iii) A list of all insurance policies in force at the end of the Fiscal Year, setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy.

(iv) The number of System customers and users served by the System at the end of the Fiscal Year, the quantity of water supplied by the System and a summary of rates in effect at the end of such Fiscal Year for services of the System and any changes in such rates effective during such Fiscal Year.

(v) The accountant's comment regarding the manner in which the City has carried out the accounting requirements of this Ordinance, and the accountant's recommendations for any changes or improvements in the operation of the System.

(h) The City will keep the books and accounts for the System in accordance with generally accepted fund reporting practices for municipal enterprise funds; provided, however, that the monthly credits to the System Obligation Bond and Interest Account, the IEPA Loan Account and the Depreciation Account shall be in cash and said funds shall be held separate and apart in cash and investments. For the purpose of determining whether sufficient cash and investments are on deposit in such accounts under the terms and requirements of this Ordinance, investments shall be valued at the lesser of cost or the market price on the valuation date thereof, which valuation date shall be not less frequently than annually.

(i) The City will take no action in relation to the System which would unfavorably affect the security of the Outstanding System Obligations or the prompt payment of the principal and interest thereon. Any amounts received from the sale of property of the System shall be deposited to the credit of the Depreciation Account.

(j) Any holder of the WIFIA Bond may proceed by civil action to compel performance of all duties required by law and this Ordinance, including the making and collecting of sufficient charges and rates for the services supplied by the System and the application of the income and revenue therefrom.

(k) The City will carry insurance on the System of the kinds and in the amounts which are usually carried by private parties operating similar properties, covering such risks as shall be recommended by a competent consulting engineer or insurance consultant employed by the City for the purpose of making such recommendations. All moneys received for loss under such insurance policies shall be deposited into the Depreciation Account and used in making good the loss or damage in respect of which they were paid, either by repairing the property damaged or making replacement of the property destroyed, or for other necessary capital improvements and provision for making good such loss or damage shall be made within ninety (90) days from the date of the loss. The payment of premiums for all insurance policies required under the provisions of this covenant shall be considered an Operation and Maintenance Expense. The proceeds derived from any and all policies for workers' compensation or public liability shall be paid into the Operation and Maintenance Account and used in paying the claims on account of which they were received.

(l) The City covenants, to the extent permitted by law, that the City will not grant a franchise or other rights for the operation of any competing water system within the City or the area served by the System.

(m) Upon request, the City will provide annual financial statements, including the comprehensive annual financial report, if one is prepared, to any holder of the WIFIA Bond and the Outstanding System Obligations.

Section 18. General Covenants Regarding the WIFIA Bond. The City covenants and agrees with the owner of the WIFIA Bond, so long as the WIFIA Bond remains Outstanding, as follows:

(a) For the purpose of providing funds required to pay the interest on the WIFIA Bond promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, the City covenants and agrees with the owner of the WIFIA Bond that the City will deposit the Pledged Revenues into the Water Fund. The Pledged Revenues are hereby pledged to the payment of the WIFIA Bond and the City covenants and agrees to provide for, budget, collect and apply the Pledged Revenues to the payment of the WIFIA Bond and the provision of not less than an additional .25 times debt service, all in accordance with Section 15 of the Debt Reform Act and the terms of the WIFIA Loan Agreement.

(b) The City will punctually pay or cause to be paid from the System Obligation Bond and Interest Account and from the WIFIA Bond Fund the principal and interest to become due in respect to the WIFIA Bond in strict conformity with the terms of the WIFIA

Bond, this Ordinance and the WIFIA Loan Agreement, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

(c) The City will pay and discharge, or cause to be paid and discharged, from the System Obligation Bond and Interest Account and the WIFIA Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Moneys, or any part thereof, or upon any funds in the hands of the Bond Registrar, or which might impair the security of the WIFIA Bond. Nothing contained herein shall require the City to make any such payment so long as the City in good faith shall contest the validity of said claims.

(d) The City will adopt a budget and approve appropriations for the Water Fund prior to the beginning of each Fiscal Year, subject to all applicable State laws, providing for the payment of all sums to be due in such Fiscal Year so as to comply with the terms of this Ordinance. The budget may include in its estimate of income the use of available surplus moneys or other funds of the City appropriated for such purposes. If during such Fiscal Year there are extraordinary receipts or payments of unusual cost, the City will adopt an amended budget for the remainder of such Fiscal Year, providing for receipts or payments pursuant hereto.

(e) The City will preserve and protect the security of the WIFIA Bond and the rights of the registered owner of the WIFIA Bond, and will warrant and defend its rights against all claims and demands of all persons. From and after the sale and delivery of the WIFIA Bond by the City, the WIFIA Bond shall be incontestable by the City.

(f) The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owner of the WIFIA Bond of the rights and benefits provided herein.

(g) As long as the WIFIA Bond is Outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy the Pledged Taxes and to collect and to segregate the Pledged Revenues and the Pledged Taxes. The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes can be levied and extended and that the Pledged Moneys may be collected and deposited as provided in this Ordinance.

(h) Once issued, the WIFIA Bond shall be and forever remain until paid in full the general obligation of the City, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues, from the levy of the Pledged Taxes as provided in the Debt Reform Act. The full faith and credit of the City are hereby pledged for the payment of all such amounts of the WIFIA Bond and under the other WIFIA Loan Documents (as defined in the WIFIA Loan Agreement).

Section 19. Abatement of Pledged Taxes. Whenever the Corporate Authorities shall have determined that in any year the Pledged Revenues have been deposited into the WIFIA Bond

Fund in an amount sufficient to pay 100% of the debt service on the WIFIA Bond, so as to enable the abatement of the Pledged Taxes levied for the same, the Corporate Authorities shall direct the abatement of the Pledged Taxes to the extent such Pledged Taxes relate to the debt service paid or to be paid by the Pledged Revenues in the WIFIA Bond Fund. Proper notification of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 20. Filing with County Clerk. Promptly, as soon as this Ordinance becomes effective and the final terms of the WIFIA Bond are set forth in the WIFIA Loan Agreement, a copy of this Ordinance, as certified by the City Clerk, shall be filed with the County Clerk; and said County Clerk shall in and for each of the levy years as provided herein ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years; and said County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and the County Clerk, or other appropriate officer or designee, shall remit the Pledged Taxes for deposit to the credit of the WIFIA Bond Fund, and in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes. The Pledged Taxes are hereby irrevocably pledged to the WIFIA Lender and any subsequent registered holder of the WIFIA Bond and shall be used only for the purpose of paying principal of and interest on the WIFIA Bond.

Section 21. Defeasance of WIFIA Bond. The WIFIA Bond is not subject to defeasance.

Section 22. Duties of Bond Registrar. If requested by the Bond Registrar or the Paying Agent, or both, any Designated Officer is authorized to execute the Bond Registrar's standard form of agreement between the City and the Bond Registrar or Paying Agent with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

(a) to act as bond registrar, paying agent, authenticating agent and transfer agent as provided herein;

(b) to maintain a list of the bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of the WIFIA Bond as provided herein;

(d) to cancel and/or destroy the WIFIA Bond which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the City at least annually a certificate with respect to the cancelled and/or destroyed WIFIA Bond; and

(f) to furnish the City at least annually an audit confirmation of the principal amount of the WIFIA Bond paid, the principal amount of the WIFIA Bond Outstanding and payments made with respect to interest on the WIFIA Bond.

Section 23. Provisions a Contract. The provisions of this Ordinance shall constitute a contract between the City and the owner of the WIFIA Bond and no changes, additions, or alterations of any kind shall be made hereto, except as herein provided, so long as the WIFIA Bond is Outstanding. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Ordinance shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

Section 24. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 25. Repealer. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 26. Effective Date. This Ordinance shall be in full force and effect forthwith and immediately upon its passage.

Passed by the Corporate Authorities on January 13, 2026 by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

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

By: _____

Mayor

APPROVED this 13th day of January, 2026.

Attest:

City Clerk

EXHIBIT A
FORM OF WIFIA LOAN AGREEMENT

See attached

EXHIBIT B
FORM OF WIFIA TERM SHEET

See attached

EXHIBIT C

PLEGGED TAXES

FOR THE YEAR

A TAX TO PRODUCE THE SUM OF:

2026	\$11,000,000	for interest and principal
2027	\$11,000,000	for interest and principal
2028	\$11,000,000	for interest and principal
2029	\$11,000,000	for interest and principal
2030	\$11,000,000	for interest and principal
2031	\$11,000,000	for interest and principal
2032	\$11,000,000	for interest and principal
2033	\$11,000,000	for interest and principal
2034	\$11,000,000	for interest and principal
2035	\$11,000,000	for interest and principal
2036	\$15,000,000	for interest and principal
2037	\$15,000,000	for interest and principal
2038	\$15,000,000	for interest and principal
2039	\$15,000,000	for interest and principal
2040	\$15,000,000	for interest and principal
2041	\$15,000,000	for interest and principal
2042	\$15,000,000	for interest and principal
2043	\$15,000,000	for interest and principal
2044	\$15,000,000	for interest and principal
2045	\$15,000,000	for interest and principal
2046	\$15,000,000	for interest and principal
2047	\$15,000,000	for interest and principal
2048	\$15,000,000	for interest and principal
2049	\$15,000,000	for interest and principal
2050	\$17,000,000	for interest and principal
2051	\$17,000,000	for interest and principal
2052	\$17,000,000	for interest and principal
2053	\$17,000,000	for interest and principal
2054	\$17,000,000	for interest and principal
2055	\$17,000,000	for interest and principal
2056	\$18,000,000	for interest and principal
2057	\$18,000,000	for interest and principal
2058	\$18,000,000	for interest and principal
2059	\$18,000,000	for interest and principal
2060	\$18,000,000	for interest and principal
2061	\$18,000,000	for interest and principal
2062	\$18,000,000	for interest and principal
2063	\$18,000,000	for interest and principal

MINUTES of a regular public meeting of the City Council of the United City of Yorkville, Kendall County, Illinois, held at the City Council Chambers of the City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois, in said City at 7 o'clock P.M., on the 13th day of January, 2026.

* * *

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon roll call, the Mayor and the following Aldermen answered present at said location:

The following were absent _____

The Mayor announced that the next item of business before the City Council was the consideration of an ordinance authorizing the issuance by the City of a not to exceed \$170,000,000 general obligation alternate revenue bond pursuant to the Local Government Debt Reform Act in evidence of a Loan Agreement between the City and the United States Environmental Protection Agency, and providing for the execution of said Loan Agreement and related documents, and that, in order to provide funds for the purpose of improvements to the City's water system, the City Council would consider the adoption of an ordinance providing for the issue of said bond, the pledge of certain revenues to the payment of said bond and the levy of a direct annual tax sufficient to pay the principal and interest on said bond if said pledged revenues are insufficient to make such payment. Thereupon, Alderman _____ presented, and there was made available to the Aldermen and interested members of the public the following ordinance (the "*WIFIA Ordinance*"):

AN ORDINANCE of the United City of Yorkville, Kendall County, Illinois authorizing the borrowing of an aggregate principal amount of not to exceed \$170,000,000 from the United States Environmental Protection Agency for the purpose of paying eligible costs of enhancing the City's water delivery system; authorizing and providing for the

execution and delivery of a WIFIA Loan Agreement and WIFIA Term Sheet relating to such loan; authorizing and providing for the issuance of a general obligation alternate revenue bond in evidence of such borrowing; providing for the imposition of taxes to pay the same and for the collection, segregation and distribution of the net revenues derived by the City from its water delivery system for the payment of said bond; authorizing the issuance of the bond to the United States Environmental Protection Agency; authorizing the establishment of a bond fund and accounts therein for the payment of such bond; and authorizing certain related actions in connection with the issuance of such bond.

Alderman _____ moved and Alderman _____ seconded the motion that the WIFIA Ordinance as presented be adopted.

A City Council discussion of the matter followed. During the City Council discussion, the Mayor gave a public recital of the nature of the matter, which included a reading of the title of the WIFIA Ordinance and statements that (i) the WIFIA Ordinance provided for the issuance of an alternate bond in evidence of such WIFIA Loan Agreement for the purpose of providing funds for certain improvements to the City's water system, (ii) such bond is issuable without referendum pursuant to the Illinois Municipal Code, as amended, and the Local Government Debt Reformed Act, as amended, (iii) the WIFIA Ordinance provides for the levy of taxes to pay the bond, although the intent of the City is that the bond will be paid from the revenues described in the WIFIA Ordinance, and (iv) the WIFIA Ordinance provides certain details for the bond.

After a full and complete discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt the WIFIA Ordinance.

Upon the roll being called, the following Aldermen:

_____ voted AYE, and the following Aldermen:

_____ voted NAY.

Whereupon the Mayor declared the motion carried and the WIFIA Ordinance adopted and approved and signed the same in open meeting and directed the City Clerk to record the same in full in the records of the City Council of the United City of Yorkville, Kendall County, Illinois.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

City Clerk, United City of
Yorkville, Kendall County,
Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the United City of Yorkville, Kendall County, Illinois (the “City”), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the City and of the City Council thereof (the “City Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 13th day of January, 2026, insofar as same relates to the adoption of Ordinance No. 2026 - _____ entitled:

AN ORDINANCE of the United City of Yorkville, Kendall County, Illinois authorizing the borrowing of an aggregate principal amount of not to exceed \$170,000,000 from the United States Environmental Protection Agency for the purpose of paying eligible costs of enhancing the City’s water delivery system; authorizing and providing for the execution and delivery of a WIFIA Loan Agreement and WIFIA Term Sheet relating to such loan; authorizing and providing for the issuance of a general obligation alternate revenue bond in evidence of such borrowing; providing for the imposition of taxes to pay the same and for the collection, segregation and distribution of the net revenues derived by the City from its water delivery system for the payment of said bond; authorizing the issuance of the bond to the United States Environmental Protection Agency; authorizing the establishment of a bond fund and accounts therein for the payment of such bond; and authorizing certain related actions in connection with the issuance of such bond,

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said ordinance were taken openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict accordance with the provisions of the Illinois Municipal Code, as amended, and the Open Meetings Act of the State of Illinois, as amended, and that the City Council has complied with all of the applicable provisions of said Code and said Act and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City this ____ day of January, 2026.

(SEAL)

Clerk, United City of Yorkville,
Kendall County, Illinois



Exhibit A

WIFIA CUSIP Number: 987354 BL0

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY**

WIFIA LOAN AGREEMENT

For Up to \$170,000,000¹

With

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

For the

**YORKVILLE WATERLINK PROJECT
(WIFIA ID – N22149IL)**

Dated as of [____], 2026

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Borrower

WIFIA LOAN AGREEMENT

THIS WIFIA LOAN AGREEMENT (this “**Agreement**” or the “**WIFIA Loan Agreement**”), dated as of the Effective Date, is by and between the Borrower (as defined herein) and the **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**, an agency of the United States of America (“**EPA**”), acting by and through the Administrator of the Environmental Protection Agency (the “**Administrator**”), with an address at 1200 Pennsylvania Avenue NW, Washington, DC 20460 (the “**WIFIA Lender**”).

RECITALS:

WHEREAS, the Congress of the United States of America enacted the Water Infrastructure Finance and Innovation Act, § 5021 *et seq.* of Public Law 113-121, as amended by Section 1445 of the Fixing America’s Surface Transportation Act of 2015, as further amended by Section 5008 of the Water Infrastructure Improvements for the Nation Act of 2016, Section 4201 of America’s Water Infrastructure Act of 2018, and by Sections 50214 and 50215 of the Infrastructure Investment and Jobs Act of 2021 (collectively, as the same may be amended from time to time, the “**Act**” or “**WIFIA**”), which is classified at 33 U.S.C. §§ 3901-3915;

WHEREAS, the Act authorizes the WIFIA Lender to enter into agreements to provide financial assistance with one or more eligible entities to make secured loans with appropriate security features to finance a portion of the eligible costs of projects eligible for assistance;

WHEREAS, the Borrower has requested that the WIFIA Lender make the WIFIA Loan (as defined herein) in a principal amount not to exceed the Maximum Principal Amount (as defined herein) to be used to pay a portion of the Eligible Project Costs (as defined herein) pursuant to the Application (as defined herein);

WHEREAS, pursuant to the WIFIA Term Sheet (as defined herein), the Administrator has approved WIFIA financial assistance for the Project (as defined herein) to be provided in the form of the WIFIA Loan, subject to the terms and conditions contained herein;

WHEREAS, based on the Application and the representations, warranties and covenants set forth herein, the WIFIA Lender proposes to make funding available to the Borrower for a portion of the costs of the Project through the issuance of the WIFIA Bond (as defined herein), upon the terms and conditions set forth herein;

WHEREAS, the Borrower agrees to repay any amount due pursuant to this Agreement and the WIFIA Bond in accordance with the terms and provisions hereof and of the WIFIA Bond; and

WHEREAS, the WIFIA Lender has entered into this Agreement in reliance upon, among other things, the information and representations of the Borrower set forth in the Application and the supporting information provided by the Borrower.

NOW, THEREFORE, the premises being as stated above, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending

to be legally bound hereby, it is hereby mutually agreed by and between the Borrower and the WIFIA Lender as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1. Definitions. Capitalized terms used in this Agreement shall have the meanings set forth below in this Section 1 or as otherwise defined in this Agreement, except as otherwise expressly provided herein. Any term used in this Agreement that is defined by reference to any other agreement shall continue to have the meaning specified in such agreement, whether or not such agreement remains in effect.

“**Act**” has the meaning provided in the recitals hereto.

“**Additional Bonds Test**” has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

“**Additional Construction Contract**” means, with respect to the Project, each Construction Contract entered into after the Effective Date.

“**Additional Parity Obligations**” means any Parity Obligations permitted under Section 15(a) (*Indebtedness*), which Parity Obligations are issued or incurred after the Effective Date.

“**Additional Subordinate Obligations**” means any Subordinate Obligations permitted under Section 15(a) (*Indebtedness*), which Subordinate Obligations are issued or incurred after the Effective Date.

“**Additional System Obligations**” means any Additional Parity Obligations and any Additional Subordinate Obligations.

“**Administrator**” has the meaning provided in the preamble hereto.

“**Agreement**” has the meaning provided in the preamble hereto.

“**Alternate Bond**” has the meaning provided in the Debt Reform Act.

“**Application**” means the Borrower’s application for WIFIA financial assistance received by the WIFIA Lender on the Application Receipt Date.

“**Application Receipt Date**” has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

“**Bankruptcy Related Event**” means, with respect to the Borrower, (a) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any of its debts, or of a substantial part of the assets thereof, under any Insolvency Laws, or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Borrower or for a

substantial part of the assets thereof and, in any case referred to in the foregoing sub-clauses (i) and (ii), such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered; (b) the Borrower shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official therefor or for a substantial part of the assets thereof, (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or become unable to pay its debts generally as they become due, (iii) fail to make a payment of WIFIA Debt Service in accordance with the provisions of Section 8 (*Repayments*) and such failure is not cured within thirty (30) days following notification by the WIFIA Lender of failure to make such payment, (iv) make a general assignment for the benefit of creditors, (v) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in clause (a) of this definition, (vi) commence a voluntary proceeding under any Insolvency Law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief, in each case under any Insolvency Law, (vii) file an answer admitting the material allegations of a petition filed against it in any proceeding or matter referred to in the foregoing sub-clauses (i) through (v), inclusive, of this clause (b), or (viii) take any action for the purpose of effecting any of the foregoing, including seeking approval or legislative enactment by any Governmental Authority to authorize commencement of a voluntary proceeding under any Insolvency Law; (c) (i) any Person shall commence a process pursuant to which all or a substantial part of the Pledged Collateral may be sold or otherwise disposed of in a public or private sale or disposition pursuant to a foreclosure of the Liens thereon securing the Parity Obligations, or (ii) any Person shall commence a process pursuant to which all or a substantial part of the Pledged Collateral may be sold or otherwise disposed of pursuant to a sale or disposition of such Pledged Collateral in lieu of foreclosure; or (d) any receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official shall transfer, pursuant to directions issued by the holders of the System Obligations, funds on deposit in any of the System Accounts upon the occurrence and during the continuation of an Event of Default under this Agreement or an event of default under any other Parity Obligation Document for application to the prepayment or repayment of any principal amount of the Parity Obligations other than in accordance with the Parity Obligation Documents, including this Agreement.

“Base Case Financial Model” means the financial model or plan, prepared by the Borrower and delivered to the WIFIA Lender as part of the Application, forecasting the capital costs of the System (including the Project) and the estimated debt service coverage, rates, revenues, operating expenses and major maintenance requirements of the System (as may be applicable) for the Forecast Period and based upon assumptions and methodology provided by the Borrower and acceptable to the WIFIA Lender as of the Effective Date, which model or plan shall have been provided to the WIFIA Lender as a fully functional Microsoft Excel-based financial model or such other format agreed with the WIFIA Lender.

“Borrower” has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

“Borrower Fiscal Year” means (a) as of the Effective Date, the Initial Borrower Fiscal Year or (b) such other fiscal year as the Borrower may hereafter adopt after giving thirty (30) days’ prior written notice to the WIFIA Lender in accordance with **Part E of Schedule V** (*Reporting Requirements*).

“**Borrower’s Authorized Representative**” means any Person who shall be designated as such pursuant to Section 21 (*Borrower’s Authorized Representative*).

“**Business Day**” means any day other than a Saturday, a Sunday or a day on which offices of the Federal Government or the State are authorized to be closed or on which commercial banks are authorized or required by law, regulation or executive order to be closed in New York, New York, or the Project Location.

“**Capitalized Interest Period**” has, if applicable, the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as “Not Applicable” in **Schedule I**, means capitalized interest shall not be applicable with respect to the WIFIA Loan hereunder.

“**Closing Certificate**” has the meaning provided in Section 11(a) (*Conditions Precedent to Effectiveness*).

“**Commission**” has the meaning ascribed to such term in **Part B of Schedule I** (*WIFIA Loan Specific Terms*).

“**Commission Agreements**” has the meaning ascribed to such term in **Part B of Schedule I** (*WIFIA Loan Specific Terms*).

“**Construction Contract**” means, with respect to the Project, any prime contract entered into by the Borrower or the Commission that involves any construction activity (such as demolition, site preparation, civil works construction, installation, remediation, refurbishment, rehabilitation, or removal and replacement services) for the Project. For the avoidance of doubt, “**Construction Contract**” shall include each Existing Construction Contract and, upon the effectiveness thereof, each Additional Construction Contract.

“**Construction Monitoring Report**” means a report on the status of the Project, substantially in the form of **Exhibit F** (*Form of Construction Monitoring Report*), unless otherwise agreed to be in a different form by the WIFIA Lender.

“**Construction Period Servicing Fee**” has the meaning ascribed to such term in **Part F of Schedule I** (*WIFIA Loan Specific Terms*).

“**Construction Schedule**” means (a) the initial schedule or schedules on which the construction timetables for the Project are set forth, attached hereto as **Part B of Schedule II** (*Project Details*), and (b) any updates thereto included in the Construction Monitoring Report most recently submitted to the WIFIA Lender in accordance with **Part C of Schedule V** (*Reporting Requirements*).

“**CPI**” means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100 (not seasonally adjusted) or its successor, published by the Bureau of Labor Statistics and located at <https://www.bls.gov/news.release/cpi.t01.htm>.

“**Debt Reform Act**” means the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350, as amended.

“Debt Service Payment Commencement Date” means the earlier to occur of (a) the first Payment Date immediately following the later of (i) the first Disbursement or (ii) if there is a Capitalized Interest Period, the Payment Date immediately following the end of the Capitalized Interest Period (subject to Section 8(a)(iii) (*Payment of WIFIA Debt Service*)), in each case as set forth in the WIFIA Loan Amortization Schedule; or (b) the Payment Date falling closest to, but not later than, the fifth anniversary of the Substantial Completion Date.

“Default” means any event or condition that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“Default Rate” has the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*).

“Development Default” means (a) the Borrower abandons work or fails, in the reasonable judgment of the WIFIA Lender, to diligently prosecute the work related to the Project or (b) the Borrower fails to achieve Substantial Completion of the Project by the Development Default Date, unless such failure to achieve Substantial Completion shall occur by reason of an Uncontrollable Force that is not due to the fault or gross negligence of the Borrower (and which the Borrower could not reasonably have avoided or mitigated), in which case the Development Default Date shall be extended by the number of days equal to the duration of such Uncontrollable Force.

“Development Default Date” has the meaning ascribed to such term in **Part B of Schedule I** (*WIFIA Loan Specific Terms*).

“Disbursement” means a disbursement of WIFIA Loan proceeds, subject to and in accordance with this Agreement.

“Dollars” and **“\$”** means the lawful currency of the U.S.

“Effective Date” means the date of this Agreement, as specified in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

“Electronic Signature” means any electronic sound, symbol or process attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign such contract or record pursuant to the Uniform Electronic Transactions Act (815 ILCS 333/1 *et seq.*) as amended from time to time.

“Eligible Project Costs” means amounts in the Project Budget approved by the WIFIA Lender, which are paid by or for the account of the Borrower in connection with the Project (including, as applicable, Project expenditures incurred prior to the receipt of WIFIA credit assistance), which shall arise from the following:

(a) development-phase activities, including planning, feasibility analysis (including any related analysis necessary to carry out an eligible project), revenue forecasting, environmental review, permitting, preliminary engineering and design work and other preconstruction activities;

(b) construction, reconstruction, rehabilitation, and replacement activities;

(c) the acquisition of real property or an interest in real property (including water rights, land relating to the Project and improvements to land), environmental mitigation (including acquisitions pursuant to 33 U.S.C. § 3905(8)), construction contingencies, and acquisition of equipment; or

(d) capitalized interest (with respect to any System Obligations other than the WIFIA Loan) necessary to meet market requirements, reasonably required reserve funds, capital issuance expenses, and other carrying costs during construction;

provided, that Eligible Project Costs must be consistent with all other applicable federal law, including the Act.

“Eligible Project Costs Documentation” means all supporting documentation with respect to Eligible Project Costs, including copies of invoices and records evidencing incurred or previously paid Eligible Project Costs, which documentation should contain sufficient detail satisfactory to the WIFIA Lender to evidence the incurrence or payment of such Eligible Project Costs and, with respect to construction progress payments for Eligible Project Costs, demonstrate that such progress payments are commensurate with the cost of the work that has been completed.

“EMMA” means the Electronic Municipal Market Access system maintained by the Municipal Securities Rulemaking Board, and its successors.

“EPA” has the meaning provided in the preamble hereto.

“Event of Default” has the meaning provided in Section 17(a) (*Events of Default and Remedies*).

“Event of Loss” means any event or series of events that causes any portion of the System to be damaged, destroyed or rendered unfit for normal use for any reason whatsoever, including through a casualty, a failure of title, or any loss of such property through eminent domain.

“Existing Construction Contract” means each Construction Contract in effect as of the Effective Date as set forth in **Part C of Schedule II** (*Project Details*).

“Existing Indebtedness” means System Obligations of the Borrower that have been issued or incurred prior to the Effective Date, as listed and described in **Part A of Schedule III** (*Borrower Disclosures*).

“Existing Parity Obligations” means the Existing Indebtedness listed and described in Section 1 (*Existing Parity Obligations*) of **Part A of Schedule III** (*Borrower Disclosures*).

“Federal Fiscal Year” means the fiscal year of the Federal Government, which is the twelve (12) month period that ends on September 30 of the specified calendar year and begins on October 1 of the preceding calendar year.

“Federal Government” means the U.S. and its departments and agencies.

“FEIN” means a Federal Employer Identification Number.

“Final Disbursement Date” means the earliest of (a) the date on which the WIFIA Loan has been disbursed in full; (b) the last anticipated date of disbursement set forth in the then-current WIFIA Loan Disbursement Schedule; (c) the date as of which the Borrower has certified to the WIFIA Lender that it will not request any further disbursements under the WIFIA Loan; (d) the date on which the WIFIA Lender terminates its obligations relating to disbursements of any undisbursed amounts of the WIFIA Loan in accordance with Section 17 (*Events of Default and Remedies*); and (e) the date that is one (1) year after the Substantial Completion Date.

“Final Maturity Date” has the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*).

“Financial Statements” has the meaning provided in Section 12(q) (*Financial Statements*).

“Flow of Funds” has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

“Forecast Period” means, as of any date, the time period from and including the then-current Borrower Fiscal Year until the later ending date of either (a) the five (5) immediately succeeding Borrower Fiscal Years or (b) the end of the Borrower Fiscal Year in which the Borrower’s then-currently effective capital improvement plan for the System concludes.

“GAAP” means generally accepted accounting principles for U.S. state and local governments, as established by the Government Accounting Standards Board (or any successor entity with responsibility for establishing accounting rules for governmental entities), in effect from time to time in the U.S.

“Government Obligations” means (a) direct obligations of, or obligations on which the timely payment of principal and interest are fully and unconditionally guaranteed by, the Federal Government, (b) bonds, debentures or notes issued by any of the following federal agencies: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks, Export-Import Bank of the United States, Government National Mortgage Association or Federal Land Banks, (c) obligations issued or guaranteed by a Person controlled or supervised by and acting as an instrumentality of the Federal Government pursuant to authority granted by the U.S. Congress, and (d) evidences of ownership of proportionate interests in future interest or principal payments on obligations specified in clauses (a), (b) and (c) of this definition held by a bank or trust company as custodian and which underlying obligations are not available to satisfy any claim of the custodian or any Person claiming through the custodian or to whom the custodian may be obligated, in each case.

“Governmental Approvals” means all authorizations, consents, approvals, waivers, exceptions, variances, filings, registrations, permits, orders, licenses, exemptions and declarations of or with any Governmental Authority.

“Governmental Authority” means any federal, state, provincial, county, city, town, village, municipal or other government or governmental department, commission, council, court, board, bureau, agency, authority or instrumentality (whether executive, legislative, judicial, administrative or regulatory), of or within the U.S. or its territories or possessions, including the

State and its counties and municipalities, and their respective courts, agencies, instrumentalities and regulatory bodies, or any entity that acts “on behalf of” any of the foregoing, whether as an agency or authority of such body.

“**Indemnitee**” has the meaning provided in Section 32 (*Indemnification*).

“**Initial Borrower Fiscal Year**” has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

“**Initial Construction Period Servicing Fee**” has the meaning ascribed to such term in **Part F of Schedule I** (*WIFIA Loan Specific Terms*).

“**Insolvency Laws**” means the U.S. Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, as from time to time amended and in effect, and any state bankruptcy, insolvency, receivership, conservatorship or similar law now or hereafter in effect.

“**Interest Only Period**” has, if applicable, the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as “Not Applicable” in **Schedule I**, means no interest only period shall be applicable with respect to the WIFIA Loan hereunder.

“**Interest Payment Date**” has the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*).

“**Interim Financing**” means interim bond anticipation notes, commercial paper or other short-term temporary financing, in each case with a maturity not later than five (5) years following the issuance or incurrence thereof, the proceeds of which are applied to pay Eligible Project Costs.

“**Investment Grade Rating**” means a rating of ‘BBB-’, ‘Baa3’, ‘bbb-’, or ‘BBB (low)’, or higher, from a Nationally Recognized Rating Agency.

“**Legal Entity**” has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

“**Lien**” means any mortgage, pledge, hypothecation, assignment, mandatory deposit arrangement, encumbrance, attachment, lien (statutory or other), charge or other security interest, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever, including any sale-leaseback arrangement, any conditional sale or other title retention agreement, any financing lease having substantially the same effect as any of the foregoing, and the filing of any financing statement or similar instrument under the UCC or any other applicable law.

“**Loss Proceeds**” means any proceeds of builders’ risk or casualty insurance (other than any proceeds from any policy of business interruption insurance insuring against loss of revenues upon the occurrence of certain casualties or events covered by such policy of insurance) or proceeds of eminent domain proceedings resulting from any Event of Loss.

“**Material Adverse Effect**” means a material adverse effect on (a) the System, the Project or the Revenues, (b) the business, operations, properties, condition (financial or otherwise) or

prospects of the Borrower, (c) the legality, validity or enforceability of any material provision of any WIFIA Loan Document or other Parity Obligation Document, (d) the ability of the Borrower to enter into, perform or comply with any of its material obligations under any WIFIA Loan Document or other Parity Obligation Document, (e) the validity, enforceability or priority of the Liens provided under the WIFIA Loan Documents on the Pledged Collateral or (f) the WIFIA Lender's rights or remedies available under any WIFIA Loan Document.

“Maximum Principal Amount” has the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*).

“Nationally Recognized Rating Agency” means any nationally recognized statistical rating organization registered with, and identified as such by, the Securities and Exchange Commission, pursuant to 15 U.S.C. § 78o-7.

“NEPA” means the National Environmental Policy Act of 1969, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time.

“NEPA Determination” has the meaning ascribed to such term in **Part B of Schedule I** (*WIFIA Loan Specific Terms*).

“Net Revenues” means, for any Borrower Fiscal Year, the Revenues for such Borrower Fiscal Year, less Operation and Maintenance Expenses for such Borrower Fiscal Year.

“Operating Period Servicing Fee” has the meaning ascribed to such term in **Part F of Schedule I** (*WIFIA Loan Specific Terms*).

“Operation and Maintenance Expenses” has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

“Organizational Documents” means (a) the constitutional and statutory provisions that are the basis for the existence and authority of the Borrower, including any enabling statutes, ordinances or public charters and any other organic laws establishing the Borrower and (b) the resolutions, bylaws, or other organizational documents (including any amendments, modifications or supplements thereto) of or adopted by the Borrower by which the Borrower, its powers, operations or procedures or its securities, bonds, notes or other obligations are governed or from which such powers are derived.

“Other Financing Documents” means any agreement, instrument, or document (excluding the WIFIA Loan Documents) entered into between the Borrower and a holder of System Obligations (or a trustee or similar Person on behalf of any such holder) providing for the issuance of System Obligations or otherwise governing any terms or conditions relating to System Obligations, including all Parity Obligation Documents (other than the WIFIA Loan Documents) and all Subordinate Obligation Documents.

“Outstanding” means (a) with respect to System Obligations other than the WIFIA Loan, System Obligations that have not been cancelled or legally defeased or discharged within the meaning of the applicable Other Financing Documents, and (b) with respect to the WIFIA Loan,

the (i) entire amount available to be drawn under this Agreement (including amounts drawn, amounts that remain available to be drawn and, if applicable, any capitalized interest added or projected to be added to the principal amount of the WIFIA Loan in accordance with the terms hereof), less (ii) any amount that has been irrevocably determined will not be drawn under this Agreement, less (iii) the aggregate principal amount of the WIFIA Loan Balance that has been repaid or prepaid.

“Parity Obligation Documents” means the WIFIA Loan Documents and any Other Financing Document providing for the issuance of Parity Obligations, together with each other agreement, instrument and document executed and delivered pursuant to or in connection with any of the foregoing.

“Parity Obligations” means the WIFIA Loan (and corresponding WIFIA Bond), the Existing Parity Obligations and any Additional Parity Obligations, in each case that ranks senior in right of payment and right of security to the Subordinate Obligations.

“Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended, and all regulations promulgated thereunder.

“Payment Date” means each Interest Payment Date and each Principal Payment Date.

“Payment Default” has the meaning provided in Section 17(a)(i) (*Payment Default*).

“Permitted Debt” means:

- (a) Existing Indebtedness;
- (b) the WIFIA Loan;
- (c) Additional Parity Obligations that satisfy the requirements of Section 15(a) (*Indebtedness*);
- (d) Additional Subordinate Obligations that satisfy the requirements of Section 15(a) (*Indebtedness*); and
- (e) indebtedness incurred in respect of hedging transactions permitted under the WIFIA Loan Documents.

“Permitted Investments” means:

- (a) Government Obligations;
- (b) certificates of deposit where the certificates are collaterally secured by securities of the type described in clause (a) of this definition and held by a third party as escrow agent or custodian, of a market value not less than the amount of the certificates of deposit so secured, including interest, but this collateral is not required to the extent the certificates of deposit are insured by the Federal Government;

(c) repurchase agreements with creditworthy counterparties, when collateralized by securities of the type described in clause (a) of this definition and held by a third party as escrow agent or custodian, of a market value not less than the amount of the repurchase agreement so collateralized, including interest;

(d) investment agreements or guaranteed investment contracts rated, or with any financial institution whose senior long-term debt obligations are rated, or guaranteed by a financial institution whose senior long-term debt obligations are rated in one of the two (2) highest rating categories for comparable types of obligations by any Nationally Recognized Rating Agency;

(e) money market funds that invest solely in obligations of the U.S., its agencies and instrumentalities, and having a rating by a Nationally Recognized Rating Agency equal to the then applicable rating of the U.S. by such Nationally Recognized Rating Agency; and

(f) any investment with State institutions permitted under applicable State law.

“Permitted Liens” means:

(a) Liens imposed pursuant to the WIFIA Loan Documents;

(b) Liens imposed pursuant to the Other Financing Documents in respect of Permitted Debt;

(c) Liens imposed pursuant to the Commission Agreements in effect as of the Effective Date; provided that, in the event of any default under any such Commission Agreement, any such Lien shall be subordinate to the WIFIA Loan and all other Parity Obligations;

(d) Liens imposed by law, including Liens for taxes that are not yet due or are being contested in compliance with Section 14(k) (*Material Obligations*);

(e) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than thirty (30) days or are being contested in compliance with Section 14(k) (*Material Obligations*);

(f) pledges and deposits made in the ordinary course of business in compliance with workers’ compensation, unemployment insurance, and other social security laws or regulations;

(g) deposits to secure the performance of trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(h) judgment Liens in respect of judgments that do not constitute an Event of Default under Section 17(a)(viii) (*Material Adverse Judgment*); and

(i) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that, in any case, do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Borrower.

“**Person**” means and includes an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and any Governmental Authority, including in each case such Person’s successors and permitted assigns.

“**Pledged Collateral**” has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

“**Pledged Revenues**” has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

“**Pledged Taxes**” has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

“**Principal Payment Date**” has the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Terms*).

“**Project**” has the meaning ascribed to such term in **Part B of Schedule I** (*WIFIA Loan Specific Terms*).

“**Project Budget**” means the budget for the Project attached to this Agreement as **Part A of Schedule II** (*Project Details*) showing a summary of Total Project Costs with a breakdown of all Eligible Project Costs and the estimated sources and uses of funds for the Project.

“**Project Location**” has the meaning ascribed to such term in **Part B of Schedule I** (*WIFIA Loan Specific Terms*).

“**Projected Substantial Completion Date**” has the meaning ascribed to such term in **Part B of Schedule I** (*WIFIA Loan Specific Terms*).

“**Public Benefits Report**” means the report in the form attached hereto as **Exhibit C** (*Form of Public Benefits Report*).

“**Related Documents**” means the WIFIA Loan Documents and the Other Financing Documents.

“**Requisition**” means the request for Disbursement in the form attached hereto as **Exhibit D** (*Form of Requisition*).

“**Revenue Covenant**” has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

“**Revenues**” has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

“**SAM**” means the federal System for Award Management (www.SAM.gov) (or any successor system or registry).

“**Sanctions Laws**” means collectively, any applicable anti-drug trafficking, anti-terrorism, anti-money laundering, anti-bribery, or anti-corruption laws or regulations, as applicable, including those contained in the Bank Secrecy Act of 1970 (as amended) and the U.S. Patriot Act.

“**Servicer**” means such entity or entities as the WIFIA Lender shall designate from time to time to perform, or assist the WIFIA Lender in performing, certain duties hereunder.

“**Servicing Fee**” means the Servicing Set-Up Fee and any Construction Period Servicing Fee or Operating Period Servicing Fee.

“**Servicing Set-Up Fee**” has the meaning ascribed to such term in **Part F of Schedule I** (*WIFIA Loan Specific Terms*).

“**State**” has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

“**Subordinate Obligation Documents**” means any Other Financing Document providing for the issuance of Subordinate Obligations, together with each other agreement, instrument and document executed and delivered pursuant to or in connection with any of the foregoing.

“**Subordinate Obligations**” means any System Obligation that is fully subordinated to the WIFIA Loan and the WIFIA Bond in priority of payment (as to both principal and interest), voting and priority of security interest in the Pledged Revenues, including with respect to payment from revenues and reserves and payment upon default or acceleration of any such System Obligations.

“**Substantial Completion**” means, with respect to the Project, the stage at which the Project is able to perform the functions for which the Project is designed.

“**Substantial Completion Date**” means the date on which the Borrower certifies to the WIFIA Lender, with evidence satisfactory to the WIFIA Lender and notice to the WIFIA Lender in accordance with **Part E of Schedule V** (*Reporting Requirements*), that Substantial Completion has occurred.

“**System**” has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

“**System Accounts**” has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

“**System Obligations**” means debt of the Borrower that is secured by a pledge and lien on all or a portion of the Revenues or the Pledged Revenues, including the WIFIA Loan, all other Parity Obligations and the Subordinate Obligations.

“**Technical and Rate Consultant**” means a single individual or firm, or a combination of one or more individuals or firms, not related to the Borrower and considered independent with

respect to the Borrower (i.e. not an employee of the Borrower or any affiliate of the Borrower) authorized to do business in and qualified to practice in the areas required to provide the services required of the Technical and Rate Consultant, that together have expertise in the technical requirements for operation and maintenance of systems similar in size and scope to the System and delivering the services provided by the System, and establishing rates and charges for governmental water or wastewater systems similar in size and scope to the System, selected by the Borrower and reasonably acceptable to the WIFIA Lender.

“**Total Project Costs**” means (a) the costs paid or incurred or to be paid or incurred by the Borrower in connection with or incidental to the acquisition, design, construction and equipping of the Project, including legal, administrative, engineering, planning, design, insurance and financing (including costs of issuance); (b) amounts, if any, required by the WIFIA Loan Documents or any Other Financing Document to be paid into any fund or account upon the incurrence of the WIFIA Loan or any other System Obligations, in each case in respect of the Project; (c) payments when due (whether at the maturity of principal, the due date of interest, or upon optional or mandatory prepayment) in respect of any indebtedness of the Borrower (other than the WIFIA Loan), in each case in connection with the acquisition, design, construction and equipping of the Project; and (d) costs of equipment and supplies and initial working capital and reserves required by the Borrower for the commencement of operation of the Project, including general administrative expenses and overhead of the Borrower.

“**Trustee**” has, if applicable, the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as “Not Applicable” in **Schedule I**, means a trustee shall not be applicable with respect to the WIFIA Loan hereunder.

“**Trustee Location**” has, if applicable, the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as “Not Applicable” in **Schedule I**, means a trustee location shall not be applicable with respect to the WIFIA Loan hereunder.

“**Uncontrollable Force**” means any cause beyond the control of the Borrower, including: (a) a hurricane, tornado, flood or similar occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, sabotage or pandemic (provided, that the Borrower shall not be required to settle any strike or labor disturbance in which it may be involved) or (b) the order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Borrower and the Borrower does not control the administrative agency or governmental officer or body; provided, that the diligent contest in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of the Borrower.

“**Uniform Commercial Code**” or “**UCC**” means the Uniform Commercial Code, as in effect from time to time in the State.

“**Unique Entity Identifier**” or “**UEI**” means, with respect to any Person, the unique entity identifier issued by the Federal Government through SAM.gov for such Person.

“**Updated Financial Model/Plan**” means (a) an updated Base Case Financial Model or (b) a financial plan in a format agreed with the WIFIA Lender, in each case reflecting the then-current and projected conditions for the Forecast Period, in accordance with **Part A of Schedule V** (*Reporting Requirements*).

“**U.S.**” means the United States of America.

“**Water Fund**” has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

“**WIFIA**” has the meaning provided in the recitals hereto.

“**WIFIA Bond**” means the bond executed by the Borrower in substantially the form of **Exhibit A** (*Form of WIFIA Bond*).

“**WIFIA Bond Fund**” has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

“**WIFIA Bond Ordinance**” has the meaning ascribed to such term in **Part E of Schedule I** (*WIFIA Loan Specific Terms*).

“**WIFIA CUSIP Number**” has the meaning ascribed to such term in **Part A of Schedule I** (*WIFIA Loan Specific Terms*).

“**WIFIA Debt Service**” means with respect to any Payment Date occurring on or after the Debt Service Payment Commencement Date, the principal portion of the WIFIA Loan Balance and any interest payable thereon (including interest accruing after the date of any filing by the Borrower of any petition in bankruptcy or the commencement of any bankruptcy, insolvency or similar proceeding with respect to the Borrower), in each case, (a) as set forth on the WIFIA Loan Amortization Schedule and (b) due and payable on such Payment Date in accordance with the provisions of Section 8(a) (*Payment of WIFIA Debt Service*).

“**WIFIA Debt Service Account**” has, if applicable, the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as “Not Applicable” in **Schedule I**, means a separate debt service account designated for the WIFIA Lender shall not be applicable with respect to the WIFIA Loan hereunder.

“**WIFIA Debt Service Reserve Account**” has, if applicable, the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as “Not Applicable” in **Schedule I**, means a separate debt service reserve account designated for the WIFIA Lender shall not be applicable with respect to the WIFIA Loan hereunder.

“**WIFIA Debt Service Reserve Requirement**” has, if applicable, the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*), or if designated as “Not Applicable” in **Schedule I**, means a separate debt service reserve requirement shall not be applicable with respect to the WIFIA Loan hereunder.

“**WIFIA Interest Rate**” has the meaning ascribed to such term in **Part C of Schedule I** (*WIFIA Loan Specific Term*).

“**WIFIA Lender**” has the meaning provided in the preamble hereto.

“**WIFIA Lender’s Authorized Representative**” means the Administrator and any other Person who shall be designated as such pursuant to Section 22 (*WIFIA Lender’s Authorized Representative*).

“**WIFIA Loan**” means the secured loan made by the WIFIA Lender to the Borrower on the terms and conditions set forth herein, pursuant to the Act, in a principal amount not to exceed the Maximum Principal Amount, to be used in respect of Eligible Project Costs.

“**WIFIA Loan Amortization Schedule**” means the loan amortization schedule reflected in **Schedule VI** (*WIFIA Loan Amortization Schedule*), as amended from time to time in accordance with Section 8(c) (*Adjustments to WIFIA Loan Amortization Schedule*).

“**WIFIA Loan Balance**” means (a) the aggregate principal amount of the WIFIA Loan disbursed by the WIFIA Lender to the Borrower hereunder, *plus* (b) if applicable, capitalized interest added to the principal balance of the WIFIA Loan pursuant to Section 8(a)(iii) (*Payment of WIFIA Debt Service*), *minus* (c) the aggregate principal amount of the WIFIA Loan repaid or prepaid by the Borrower, as reflected from time to time in the WIFIA Loan Amortization Schedule in accordance with Section 8(c) (*Adjustments to WIFIA Loan Amortization Schedule*).

“**WIFIA Loan Disbursement Schedule**” means the disbursement schedule set forth in **Schedule VI** (*WIFIA Loan Amortization Schedule*), reflecting the anticipated disbursement of proceeds of the WIFIA Loan, as such schedule may be amended from time to time pursuant to Section 4(b) (*Disbursement Conditions*).

“**WIFIA Loan Documents**” means this Agreement, the WIFIA Bond, the WIFIA Bond Ordinance and the WIFIA Term Sheet.

“**WIFIA Pledged Revenues Account**” has the meaning ascribed to such term in **Part D of Schedule I** (*WIFIA Loan Specific Terms*).

“**WIFIA Term Sheet**” has the meaning ascribed to such term in **Part E of Schedule I** (*WIFIA Loan Specific Terms*).

Section 2. Interpretation. The rules of interpretation set forth below in this Section 2 shall apply to this Agreement, except as otherwise expressly provided herein.

(a) Unless the context shall otherwise require, the words “hereto,” “herein,” “hereof” and other words of similar import refer to this Agreement as a whole.

(b) Words of any gender shall be deemed and construed to include correlative words of any other gender.

(c) Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require.

(d) The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

(e) Whenever the Borrower’s knowledge is implicated in this Agreement or the phrase “to the Borrower’s knowledge” or a similar phrase is used in this Agreement, the Borrower’s knowledge or such phrase(s) shall be interpreted to mean to the best of the Borrower’s knowledge after reasonable and diligent inquiry.

(f) Unless the context shall otherwise require, references to preambles, recitals, sections, subsections, clauses, schedules, exhibits, appendices and provisions are to the applicable preambles, recitals, sections, subsections, clauses, schedules, exhibits, appendices and provisions of this Agreement.

(g) The recitals, schedules and exhibits to this Agreement, and the appendices and schedules to such exhibits, are hereby incorporated by reference and made an integral part of this Agreement.

(h) The headings or titles of this Agreement and its sections, schedules or exhibits, as well as any table of contents, are for convenience of reference only and shall not define or limit its provisions.

(i) Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time to time in accordance with the terms thereof and hereof.

(j) Every request, order, demand, application, appointment, notice, statement, certificate, consent or similar communication or action hereunder by any party shall, unless otherwise specifically provided, be delivered in writing in accordance with Section 31 (*Notices*) and signed by a duly authorized representative of such party.

(k) References to “disbursements of WIFIA Loan proceeds” or similar phrasing shall be construed as meaning the same thing as “paying the purchase price of the WIFIA Bond.”

(l) Whenever this Agreement requires a change in principal amount, interest rate or amortization schedule of the WIFIA Loan, it is intended that such change be reflected in the WIFIA Bond. Whenever there is a prepayment of the WIFIA Loan, it is intended that such prepayment be implemented through a prepayment of the WIFIA Bond.

(m) Whenever this Agreement sets forth a time period for a number of days by when a deliverable must be provided or an action must be taken, such time period shall be computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months.

ARTICLE II THE WIFIA LOAN

Section 3. WIFIA Loan Amount. The total amount of Disbursements shall not, in the aggregate, exceed the Maximum Principal Amount.

Section 4. Disbursement Conditions.

(a) WIFIA Loan proceeds shall be disbursed solely in respect of Eligible Project Costs paid or incurred and approved for payment by or on behalf of the Borrower in connection with the Project, including, for the avoidance of doubt, Eligible Project Costs that were initially funded with Interim Financing proceeds and Eligible Project Costs incurred prior to the receipt of WIFIA credit assistance that meet federal requirements standards and are otherwise acceptable to the WIFIA Lender. Each Disbursement of the WIFIA Loan shall be made pursuant to the procedures of **Schedule IV** (*Requisition Procedures*) and subject to the requirements of this Section 4 and the conditions set forth in Section 11(b) (*Conditions Precedent to Disbursements*); provided, that no Disbursements shall be made after the Final Disbursement Date.

(b) Subject to this Section 4, any scheduled Disbursement (as reflected in the WIFIA Loan Disbursement Schedule) that remains undrawn as of its scheduled date shall automatically be available for the next scheduled Disbursement date, up to the Final Disbursement Date, with the effect of automatically updating the WIFIA Loan Disbursement Schedule (and the WIFIA Loan Amortization Schedule) without need for the WIFIA Lender's approval. The Borrower may also amend the WIFIA Loan Disbursement Schedule by submitting a revised version thereof to the WIFIA Lender no later than thirty (30) days prior to the proposed effective date of such amendment, together with a detailed explanation of the reasons for such revisions. Such revised WIFIA Loan Disbursement Schedule shall become effective upon the WIFIA Lender's approval thereof, which approval shall be deemed granted if the WIFIA Lender has not objected within thirty (30) days from receipt of the revised schedule, and which approval shall have the effect of updating the WIFIA Loan Amortization Schedule to reflect the updated WIFIA Loan Disbursement Schedule. Notwithstanding the foregoing, the date of the first Disbursement shall not be earlier than the initial date of Disbursement set out in the WIFIA Loan Amortization Schedule as of the Effective Date.

Section 5. Term. The term of the WIFIA Loan shall extend from the Effective Date to the Final Maturity Date or to such earlier date as all amounts due or to become due to the WIFIA Lender hereunder have been irrevocably paid in full in immediately available funds.

Section 6. Interest Rate. The Borrower shall pay interest on the WIFIA Loan Balance at the WIFIA Interest Rate; provided, that, upon the occurrence of an Event of Default, the Borrower shall pay interest on the WIFIA Loan Balance at the Default Rate, (a) in the case of any Payment Default, from (and including) its due date to (but excluding) the date of actual payment of the overdue amount of principal of the WIFIA Loan and accrued interest thereon and (b) in the case of any other Event of Default, from (and including) the date of such occurrence to (but excluding) the earlier of the date on which (i) such Event of Default has been cured (if applicable) in accordance with the terms of this Agreement or waived by the WIFIA Lender and (ii) the WIFIA Loan Balance has been irrevocably paid in full in immediately available funds. Interest shall (x)

accrue on the WIFIA Loan commencing on the date of the first Disbursement of the WIFIA Loan, (y) be payable commencing on the Debt Service Payment Commencement Date and (z) be computed on the WIFIA Loan Balance on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months.

Section 7. Security and Priority; Flow of Funds.

(a) As evidence of the Borrower's obligation to repay the WIFIA Loan, the Borrower shall issue and deliver to the WIFIA Lender, as the registered owner, on or prior to the Effective Date, the WIFIA Bond. The WIFIA Bond shall be a general obligation Alternate Bond of the Borrower, for the payment of which its full faith and credit are irrevocably pledged. As security for the WIFIA Loan (and corresponding WIFIA Bond), the Borrower has, pursuant to the WIFIA Bond Ordinance, pledged, assigned and granted to the WIFIA Lender for its benefit, Liens on the Pledged Collateral to the extent and in the manner and priority set forth in the WIFIA Loan Documents. The Borrower hereby affirms such pledge, assignment and grant. The Lien on the Pledged Taxes to secure the WIFIA Loan (and corresponding WIFIA Bond) is and shall be for the exclusive benefit of the WIFIA Lender and any subsequent holder of the WIFIA Bond. The Lien on the Pledged Revenues to secure the WIFIA Loan (and corresponding WIFIA Bond) for the benefit of the WIFIA Lender is and shall be (i) on a parity in right of payment and right of security to the Liens on the Pledged Revenues in favor of the other Parity Obligations and (ii) senior in right of payment and right of security to any Liens on the Pledged Revenues in favor of the Subordinate Obligations.

(b) Amounts deposited in the Water Fund shall be applied in the order of priority described in, and in accordance with, the Flow of Funds.

Section 8. Repayments.

(a) Payment of WIFIA Debt Service.

(i) No WIFIA Debt Service shall be due or payable prior to the Debt Service Payment Commencement Date. The Borrower shall pay (A) WIFIA Debt Service in the amounts and manner and on the Payment Dates as set forth in the WIFIA Loan Amortization Schedule, as the same may be revised pursuant to Section 8(c) (*Adjustments to WIFIA Loan Amortization Schedule*) and (B) payments of any other amounts on each other date on which payment thereof is required to be made hereunder; provided, that, in either case if any such date is not a Business Day, payment shall be made on the next Business Day following such date. WIFIA Loan proceeds borrowed and repaid may not be re-borrowed.

(ii) Notwithstanding anything herein to the contrary, the WIFIA Loan Balance and any accrued interest thereon shall be due and payable in full on the Final Maturity Date.

(iii) If a Capitalized Interest Period is applicable as set forth in **Part C of Schedule I** (*WIFIA Loan Specific Terms*), during the Capitalized Interest Period, no payment of principal of or interest on the WIFIA Loan will be required to be made. On each Interest Payment Date occurring during the Capitalized Interest Period (including the

day immediately following the end of the Capitalized Interest Period), interest accrued and not paid on the WIFIA Loan during each six (6) month period ending immediately prior to such date (or such shorter period if the Capitalized Interest Period ends on a day other than one (1) day prior to an Interest Payment Date) shall be capitalized and added to the WIFIA Loan Balance, as set forth in the WIFIA Loan Amortization Schedule. Within thirty (30) days after the end of the Capitalized Interest Period, the WIFIA Lender shall give written notice to the Borrower stating the WIFIA Loan Balance as of the close of business on the last day of the Capitalized Interest Period, which statement thereof shall be deemed conclusive absent manifest error; provided, however, that no failure to give or delay in giving such notice shall affect any of the obligations of the Borrower hereunder or under any of the other WIFIA Loan Documents. Notwithstanding the foregoing, the Capitalized Interest Period shall end immediately upon written notification to the Borrower by the WIFIA Lender that an Event of Default has occurred and that the WIFIA Lender has elected to end the Capitalized Interest Period, in which case interest shall no longer be capitalized, payments of interest shall be due and payable beginning on the next Interest Payment Date and payments of principal shall be due and payable beginning on the next Principal Payment Date, in each case in accordance with the terms hereof.

(iv) If an Interest Only Period is applicable as set forth in **Part C of Schedule I** (*WIFIA Loan Specific Terms*), during the Interest Only Period, the WIFIA Debt Service payable by the Borrower shall consist of one hundred percent (100%) of the amount of interest then due and payable on the WIFIA Loan Balance, and no payment of principal of the WIFIA Loan will be due and payable during the Interest Only Period.

(v) Any defeasance of the WIFIA Loan in accordance with the WIFIA Bond Ordinance and applicable law shall not be deemed a repayment or prepayment of the WIFIA Loan in full, and the Borrower shall comply with all of its obligations hereunder and under the other WIFIA Loan Documents (other than with respect to payments of WIFIA Debt Service, which payments shall continue to be made in accordance with the WIFIA Loan Amortization Schedule by the succeeding entity assuming the Borrower's payment obligations), unless otherwise agreed by the WIFIA Lender, until the irrevocable payment in full in immediately available funds of the WIFIA Loan Balance, together with all accrued interest, fees and expenses with respect thereto.

(b) Manner of Payment. Payments under this Agreement (and the WIFIA Bond, which payments shall not be duplicative) shall be made in Dollars and in immediately available funds (without counterclaim, offset or deduction) in accordance with the payment instructions provided by the WIFIA Lender prior to the relevant payment, as may be modified in writing from time to time by the WIFIA Lender; provided, that the failure to provide updated payment instructions shall not affect in any manner the Borrower's obligations hereunder or under any other WIFIA Loan Document.

(c) Adjustments to WIFIA Loan Amortization Schedule.

(i) The WIFIA Lender may, from time to time, modify the WIFIA Loan Amortization Schedule included in **Schedule VI** (*WIFIA Loan Amortization Schedule*) to reflect (A) any change to the WIFIA Loan Balance, (B) any change to the date and amount

of any principal or interest due and payable or to become due and payable by the Borrower hereunder in accordance with this Agreement, (C) any mathematical corrections as the WIFIA Lender may determine are necessary, and (D) with the consent of the Borrower (not to be unreasonably withheld), such other information as the WIFIA Lender may determine is necessary for administering the WIFIA Loan and this Agreement. Any calculations described above shall be rounded up to the nearest whole cent. Any adjustments or revisions to the WIFIA Loan Amortization Schedule as a result of a decrease in the WIFIA Loan Balance shall be applied to reduce future payments due on the WIFIA Loan in inverse order of maturity, other than prepayments which shall be applied in accordance with Section 9(b) (*General Prepayment Instructions*). If the WIFIA Loan Amortization Schedule is modified pursuant to this Section 8(c), the WIFIA Lender shall provide the Borrower with a copy of such revised WIFIA Loan Amortization Schedule, but no failure to provide or delay in providing the Borrower with such copy shall affect any of the obligations of the Borrower under this Agreement or the other WIFIA Loan Documents. The WIFIA Lender may also, from time to time or when so requested by the Borrower, advise the Borrower by written notice of the amount of the WIFIA Loan Balance as of the date of such notice. Absent manifest error, the WIFIA Lender's determination of the WIFIA Loan Balance and all matters as set forth on the WIFIA Loan Amortization Schedule shall be deemed conclusive evidence thereof; provided, that neither the failure to make any such determination, modification, or recordation nor any error in such determination, modification, or recordation shall affect in any manner the Borrower's obligations hereunder or under any other WIFIA Loan Document.

(ii) The Borrower shall have the right to propose adjustments to the WIFIA Loan Amortization Schedule exercisable once on or prior to the date that is one hundred twenty (120) days preceding the first Principal Payment Date, such adjustments to be submitted by the Borrower to the WIFIA Lender in the form of an updated **Exhibit C** (*WIFIA Debt Service*), together with (A) an explanation setting out the reason for such proposed adjustments (such as material unforeseen changes to the Project schedule, costs, or the Borrower's funding strategy), and (B) an updated rating affirmation or current public rating from a Nationally Recognized Rating Agency on the WIFIA Loan (or other Parity Obligations, as the WIFIA Lender may agree) demonstrating the Borrower's continued creditworthiness; provided that (x) the form of and any adjustment to the WIFIA Loan Amortization Schedule, together with the Borrower's explanation and the rating affirmation, shall be acceptable to the WIFIA Lender, (y) the weighted average life of the WIFIA Loan shall not exceed forty-two (42) years measured as of the initial Disbursement date and (z) the WIFIA Loan Amortization Schedule shall comply with all applicable requirements under this Agreement and law. Such revised WIFIA Loan Amortization Schedule shall become effective upon the approval by the WIFIA Lender in its sole discretion.

Section 9. Prepayment.

(a) Optional Prepayments. The Borrower may prepay the WIFIA Loan, without penalty or premium, (i) in full on any date on or after the Final Disbursement Date or (ii) in part on any Payment Date on or after the Final Disbursement Date (and, if in part, the amounts thereof to be prepaid shall be determined by the Borrower; provided, that such prepayment shall be in

principal amounts of \$500,000 or any integral multiple of \$1.00 in excess thereof), in each case from time to time but not more than once annually in accordance with 33 U.S.C. § 3908(c)(4)(A). The Borrower may make such prepayment by paying to the WIFIA Lender such principal amount of the WIFIA Loan to be prepaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment and all fees and expenses then due and payable to the WIFIA Lender. Each prepayment of the WIFIA Loan pursuant to this Section 9(a) shall be made on such date and in such principal amount as shall be specified by the Borrower in a written notice, signed by the Borrower's Authorized Representative and delivered to the WIFIA Lender not less than thirty (30) days prior to the requested date of prepayment, unless otherwise agreed by the WIFIA Lender. At any time between delivery of such written notice and the applicable optional prepayment, the Borrower may, without penalty or premium, rescind its announced optional prepayment by further written notice to the WIFIA Lender. Anything in this Section 9(a) to the contrary notwithstanding, the failure by the Borrower to make any optional prepayment shall not constitute a breach or default under this Agreement.

(b) General Prepayment Instructions. Upon the WIFIA Lender's receipt of confirmation that payment in full in immediately available funds of the entire WIFIA Loan Balance and any unpaid interest, fees and expenses with respect thereto has occurred as a result of a prepayment, the WIFIA Lender shall surrender the WIFIA Bond to the Borrower or its authorized representative, by mail in accordance with Section 31 (*Notices*) or as otherwise agreed between the parties hereto. If the Borrower prepays only part of the unpaid balance of principal of the WIFIA Loan, the WIFIA Lender may make a notation on the WIFIA Loan Amortization Schedule indicating the amount of principal of and interest on the WIFIA Loan then being prepaid. Absent manifest error, the WIFIA Lender's determination of such matters as set forth on an updated WIFIA Loan Amortization Schedule shall be conclusive evidence thereof; provided, that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner the Borrower's obligations hereunder or under any other WIFIA Loan Document. All partial prepayments of principal shall be applied to reduce the WIFIA Loan Balance such that the remaining scheduled principal payments for the WIFIA Loan set out in the WIFIA Loan Amortization Schedule are reduced substantially *pro rata*. If such funds have not been so paid on the prepayment date, such principal amount of the WIFIA Loan shall continue to bear interest until payment thereof at the rate provided for in Section 6 (*Interest Rate*).

Section 10. Fees and Expenses.

(a) Fees. The Borrower shall pay to the WIFIA Lender:

(i) the Servicing Set-Up Fee, which shall be due and payable within thirty (30) days after receipt by the Borrower of an invoice from the WIFIA Lender with respect thereto (or, if earlier, the date of the first Disbursement of the WIFIA Loan);

(ii) the Construction Period Servicing Fee, which shall accrue on the first Business Day of the then-current Federal Fiscal Year and shall be due and payable on or prior to each November 15 during the period beginning from the Effective Date through (and including) the end of the Federal Fiscal Year during which the Substantial Completion Date occurs; provided, that the Initial Construction Period Servicing Fee shall be due and payable within thirty (30) days after receipt by the Borrower of an invoice from the WIFIA

Lender with respect thereto (or, if earlier, the date of the first Disbursement of the WIFIA Loan); and

(iii) the Operating Period Servicing Fee, which shall accrue on the first Business Day of the then-current Federal Fiscal Year and shall be due and payable on or prior to each November 15, beginning with the first November 15 following the end of the Federal Fiscal Year during which the Substantial Completion Date occurs, until (and including) the Final Maturity Date; provided, that the Operating Period Servicing Fee due and payable with respect to the Federal Fiscal Year during which the Final Maturity Date occurs shall be equal to the *pro-rata* monthly portion of the then applicable Operating Period Servicing Fee multiplied by the number of partial or whole months remaining between October 1 and the Final Maturity Date.

(b) The amount of each Construction Period Servicing Fee (other than the Initial Construction Period Servicing Fee) and each Operating Period Servicing Fee shall be adjusted in proportion to the percentage change in CPI for the calendar year immediately preceding the calendar year during which such fee is due. The WIFIA Lender shall notify the Borrower of the amount of each such fee at least thirty (30) days before payment is due, which determination shall be conclusive absent manifest error.

(c) Expenses. The Borrower agrees, whether or not the transactions hereby contemplated shall be consummated, to reimburse the WIFIA Lender on demand from time to time, within thirty (30) days after receipt by the Borrower of any invoice from the WIFIA Lender, for any and all fees, costs, charges, and expenses incurred by it (including the fees, costs, and expenses of its legal counsel, financial advisors, auditors and other consultants and advisors) in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement and the other WIFIA Loan Documents and the transactions hereby and thereby contemplated, including attorneys', and engineers' fees and professional costs, including all such fees, costs, and expenses incurred as a result of or in connection with: (i) the enforcement of or attempt to enforce, or the monitoring, protection or preservation of any right or claim under, the Liens on the Pledged Collateral or any provision of this Agreement or any of the other WIFIA Loan Documents or the rights of the WIFIA Lender thereunder; (ii) any amendment, modification, re-execution, waiver, or consent with respect to this Agreement or any other WIFIA Loan Document; and (iii) any work-out, restructuring, or similar arrangement of the obligations of the Borrower under this Agreement or the other WIFIA Loan Documents, including during the pendency of any Event of Default.

(d) The obligations of the Borrower under this Section 10 shall survive the payment or prepayment in full or transfer of the WIFIA Loan, the enforcement of any provision of this Agreement or the other WIFIA Loan Documents, any amendments, waivers or consents with respect thereto, any Event of Default, and any workout, restructuring, or similar arrangement of the obligations of the Borrower under this Agreement or the other WIFIA Loan Documents.

ARTICLE III
CONDITIONS PRECEDENT

Section 11. Conditions Precedent.

(a) Conditions Precedent to Effectiveness. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not become effective until each of the following conditions precedent has been satisfied or waived in writing by the WIFIA Lender in its sole discretion:

(i) The Borrower shall have duly executed and delivered to the WIFIA Lender this Agreement, the WIFIA Bond, the WIFIA Bond Ordinance and the WIFIA Term Sheet, each in form and substance satisfactory to the WIFIA Lender.

(ii) The Borrower shall have delivered to the WIFIA Lender complete and fully executed copies of (A) the Parity Obligation Documents with respect to the Existing Parity Obligations, and (B) any Other Financing Document with respect to which all or a portion of the proceeds are or will be applied to fund all or any portion of Total Project Costs, in each case that has been entered into on or prior to the Effective Date, along with a certification in the Closing Certificate that each such document is complete, fully executed and in full force and effect, and that all conditions contained in the Related Documents that are necessary to the closing of the WIFIA transaction contemplated hereby (if any) have been fulfilled.

(iii) The Borrower shall have delivered to the WIFIA Lender fully executed copies of each Existing Construction Contract, together with any amendments, waivers or modifications thereto.

(iv) Counsel to the Borrower shall have rendered to the WIFIA Lender legal opinions satisfactory to the WIFIA Lender in its sole discretion (including those opinions set forth on **Exhibit H-1** (*Opinions Required from General Counsel to Borrower*)) and bond counsel to the Borrower shall have rendered to the WIFIA Lender legal opinions satisfactory to the WIFIA Lender in its sole discretion (including those opinions set forth on **Exhibit H-2** (*Opinions Required from Bond Counsel to Borrower*)).

(v) The Borrower shall have delivered to the WIFIA Lender a certificate, signed by the Borrower's Authorized Representative, substantially in the form attached hereto as **Exhibit B** (*Form of Closing Certificate*) (the "**Closing Certificate**"), designating the Borrower's Authorized Representative, confirming such person's position and incumbency, and certifying as to the satisfaction of the certain conditions precedent (and, if requested by the WIFIA Lender, has provided evidence satisfactory to the WIFIA Lender of such satisfaction), including the following:

(A) as of the Effective Date, (1) the Maximum Principal Amount, together with the amount of any other credit assistance provided under the Act to the Borrower, does not exceed eighty percent (80%) of reasonably anticipated Eligible Project Costs; (2) the aggregate amount of

Eligible Project Costs previously incurred prior to the Effective Date does not exceed twenty percent (20%) of Eligible Project Costs; and (3) the total federal assistance provided to the Project, including the Maximum Principal Amount, does not exceed eighty percent (80%) of Total Project Costs;

(B) the Borrower is in compliance with NEPA and any applicable federal, state or local environmental review and approval requirements with respect to the Project;

(C) the Borrower has (1) obtained a FEIN (as evidenced by the delivery of a copy of the Borrower's W-9), (2) obtained a UEI, and (3) registered with SAM and obtained confirmation of active SAM registration status;

(D) the Borrower has obtained the WIFIA CUSIP Number;

(E) the representations and warranties of the Borrower set forth in this Agreement and in each other WIFIA Loan Document to which the Borrower is a party are true and correct on and as of the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct as of such earlier date; and

(F) no Material Adverse Effect, or any event or condition that could reasonably be expected to have a Material Adverse Effect, has occurred or arisen since the date of the Application.

(vi) The Borrower shall have provided evidence to the WIFIA Lender's satisfaction, prior to the Effective Date, of the assignment by at least one (1) Nationally Recognized Rating Agency of a public Investment Grade Rating on the WIFIA Loan, along with a certification in the Closing Certificate that no such rating has been reduced, withdrawn or suspended as of the Effective Date.

(vii) The Borrower shall have delivered to the WIFIA Lender the Public Benefits Report.

(viii) The Borrower shall have paid in full all invoices delivered by the WIFIA Lender to the Borrower as of the Effective Date for any applicable Servicing Fees and the fees and expenses of the WIFIA Lender's counsel and financial advisors and any auditors or other consultants retained by the WIFIA Lender for the purposes hereof.

(ix) The Borrower shall have delivered to the WIFIA Lender complete and fully executed copies of all Commission Agreements that have been entered into on or prior to the Effective Date, together with any amendments, waivers or modifications thereto.

(b) Conditions Precedent to Disbursements. Notwithstanding anything in this Agreement to the contrary, the WIFIA Lender shall have no obligation to make any Disbursement

of the WIFIA Loan to the Borrower (including the initial Disbursement hereunder) until each of the following conditions precedent has been satisfied or waived in writing by the WIFIA Lender in its sole discretion:

(i) The Borrower shall have delivered to the WIFIA Lender a Requisition that complies with the provisions of Section 4 (*Disbursement Conditions*), **Schedule IV** (*Requisition Procedures*) and **Exhibit D** (*Form of Requisition*), including satisfactory Eligible Project Costs Documentation relating to such Requisition. The Borrower's Authorized Representative shall also certify in such Requisition that:

(A) at the time of, and immediately after giving effect to, any Disbursement of WIFIA Loan proceeds then currently requested, (1) no Default or Event of Default and no event of default under any other Related Document has occurred and is continuing and (2) no event that, with the giving of notice or the passage of time or both, would constitute an event of default under any other Related Document, has occurred and is continuing;

(B) no Material Adverse Effect, or any event or condition that could reasonably be expected to result in a Material Adverse Effect, has occurred since the Effective Date;

(C) the aggregate amount of all Disbursements (including the requested Disbursement amount but excluding any interest that is capitalized in accordance with the terms hereof) does not exceed (1) the Maximum Principal Amount or (2) the amount of Eligible Project Costs paid or incurred by the Borrower;

(D) the Eligible Project Costs for which reimbursement or payment is being requested has not been reimbursed or paid by any previous disbursement of (1) WIFIA Loan proceeds or (2) any other source of funding for the Project as identified in the Project Budget;

(E) (1) the Borrower has complied, and has required the Commission and each of the Borrower's and the Commission's respective contractors and subcontractors at all tiers with respect to the Project to comply, with all applicable laws, rules, regulations and requirements, including 40 U.S.C. §§ 3141-3144, 3146, and 3147 (relating to Davis-Bacon Act requirements) (and regulations relating thereto) and 33 U.S.C. § 3914 (relating to American iron and steel products); and (2) supporting documentation, such as certified payroll records and certifications for all iron and steel products used for the Project, are being maintained and are available for review upon request by the WIFIA Lender;

(F) the representations and warranties of the Borrower set forth in this Agreement and in each other WIFIA Loan Document are true and correct as of each date on which any disbursement of the WIFIA Loan is made, except to the extent such representations and warranties expressly

relate to an earlier date (in which case, such representations and warranties are true and correct as of such earlier date);

(G) the Borrower has delivered all required deliverables under and in compliance with the requirements of **Schedule V** (*Reporting Requirements*), except as has been otherwise agreed by the WIFIA Lender; and

(H) the amount being requested for Disbursement is with respect to Eligible Project Costs for which all or a portion of the Eligible Project Costs Documentation was previously submitted to and approved by the WIFIA Lender in accordance with **Schedule IV** (*Requisition Procedures*) and **Schedule V** (*Reporting Requirements*) of the WIFIA Loan Agreement, and/or the Borrower has set out in the Requisition (or attached separately to the Requisition) a summary of any Eligible Project Costs that have not otherwise been previously submitted to the WIFIA Lender for approval, together with supporting Eligible Project Costs Documentation.

(ii) If applicable, to the extent necessary to make the representations and warranties in Section 12(f) (*Litigation*) and Section 12(j)(iii) (*Compliance with Laws*) true, correct and complete as of the date of the applicable Disbursement, the Borrower shall have delivered an updated **Schedule III** (*Borrower Disclosures*) in form and substance acceptable to the WIFIA Lender.

(iii) The Borrower shall have paid in full (A) any outstanding Servicing Fees due and payable under Section 10 (*Fees and Expenses*) and (B) all invoices delivered by the WIFIA Lender to the Borrower, for the fees and expenses of the WIFIA Lender's counsel and financial advisors and any auditors or other consultants retained by the WIFIA Lender for the purposes hereof.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 12. Representations and Warranties of Borrower. The Borrower hereby represents and warrants that, as of the Effective Date and, as to each of the representations and warranties below other than those contained in Section 12(b) (*Officers' Authorization*), Section 12(k) (*Credit Ratings*) and the first sentence of Section 12(m) (*Construction Contracts*), as of each date on which any Disbursement of the WIFIA Loan is requested or made:

(a) Organization; Power and Authority. The Borrower is a Legal Entity duly organized and validly existing under its Organizational Documents and the laws of the State, has full legal right, power and authority to do business in the State and to enter into the WIFIA Loan Documents then in existence, to execute and deliver this Agreement and the WIFIA Bond, and to carry out and consummate all transactions contemplated hereby and thereby and has duly authorized the execution, delivery and performance of this Agreement, the WIFIA Bond, and the other WIFIA Loan Documents. Other than such Organizational Documents and the WIFIA Bond Ordinance, there are no additional instruments or documents necessary for the Borrower to execute

and deliver, or to perform its obligations under, the WIFIA Loan Documents to which it is a party and to consummate and implement the transactions contemplated by the WIFIA Loan Documents.

(b) Officers' Authorization. As of the Effective Date, the officers of the Borrower executing (or that previously executed) the WIFIA Loan Documents, and any certifications or instruments related thereto, to which the Borrower is a party are (or were at the time of such execution) duly and properly in office and fully authorized to execute the same.

(c) Due Execution; Enforceability. Each of the WIFIA Loan Documents in effect as of any date on which this representation and warranty is made, and to which the Borrower is a party, has been duly authorized, executed and delivered by the Borrower and constitutes the legal, valid and binding agreement of the Borrower enforceable against the Borrower in accordance with its terms, except as such enforceability (i) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) is subject to general principles of equity (regardless of whether enforceability is considered in equity or at law).

(d) Non-Contravention. The execution and delivery of the WIFIA Loan Documents to which the Borrower is a party, the consummation of the transactions contemplated by the WIFIA Loan Documents, and the fulfillment of or compliance with the terms and conditions of all of the WIFIA Loan Documents, do not and will not (i) conflict with the Borrower's Organizational Documents, (ii) conflict in any material respect with, or constitute a violation, breach or default (whether immediately or after notice or the passage of time or both) by the Borrower of or under, any applicable law, administrative rule or regulation, any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties or assets are otherwise subject or bound, or (iii) result in the creation or imposition of any Lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, other than Permitted Liens.

(e) Consents and Approvals. All Governmental Approvals required as of the Effective Date and required as of any subsequent date on which this representation is made (or deemed made) for the undertaking, construction and completion of the Project and the operation and maintenance of the System, and for the Borrower to execute and deliver and perform its obligations under the WIFIA Loan Documents, the Construction Contracts and the Commission Agreements, have been obtained or effected and are in full force and effect. The Borrower is not in default with respect to any Governmental Approval, which default could reasonably be expected to result in a Material Adverse Effect. To the Borrower's knowledge, the Commission is not in default with respect to any Governmental Approval, which default could reasonably be expected to result in a Material Adverse Effect. No consent or approval of any trustee, holder of any indebtedness of the Borrower or any other Person is necessary in connection with the execution, delivery, and performance by the Borrower of the WIFIA Loan Documents and the consummation of any transaction contemplated thereunder, except as have been obtained or made and as are in full force and effect.

(f) Litigation. Except as set forth in **Part B of Schedule III** (*Borrower Disclosures*), there is no action, suit, proceeding or, to the knowledge of the Borrower, any inquiry

or investigation, in any case before or by any court or other Governmental Authority pending or, to the knowledge of the Borrower, threatened against or affecting the System, the Project or the ability of the Borrower to execute, deliver and perform its obligations under the WIFIA Loan Documents or that in any case could reasonably be expected to result in a Material Adverse Effect.

(g) Security Interests. (i) The WIFIA Loan Documents and the Organizational Documents together establish, and (ii) the Borrower has taken all necessary action to pledge, assign, and grant, in each case for the benefit of the WIFIA Lender, legal, valid, binding and enforceable Liens on the Pledged Collateral purported to be created, pledged, assigned, and granted pursuant to and in accordance with the WIFIA Loan Documents, irrespective of whether any Person has notice of the pledge and without the need for any physical delivery, recordation, filing, or further act, and if applicable, the security interests created in the Pledged Collateral have been duly perfected under applicable State law. Such Liens are in full force and effect and, with respect to the Pledged Revenues, are not subordinate or junior to any other Liens on the Pledged Revenues and are not *pari passu* with any Liens other than the Liens on the Pledged Revenues in favor of the other Parity Obligations. No holder of System Obligations or other indebtedness of the Borrower other than the WIFIA Lender has any Lien on or right to the Pledged Taxes or any portion thereof. The Borrower is not in breach of any covenant set forth in Section 14(c) (*Securing Liens*) or in any Parity Obligation Document with respect to the matters described in Section 14(c) (*Securing Liens*). As of the Effective Date and as of each other date this representation and warranty is made, (A) all documents and instruments have been recorded or filed for record in such manner and in such places as are required and all other action as is necessary or desirable has been taken to establish legal, valid, binding, and enforceable and, if applicable, perfected, Liens on the Pledged Collateral in favor of the WIFIA Lender to the extent contemplated by the WIFIA Loan Documents, and (B) all taxes and filing fees that are due and payable in connection with the execution, delivery or recordation of any WIFIA Loan Document or any instruments, certificates or financing statements in connection with the foregoing, have been paid. Neither the attachment, validity, enforceability, priority or, if applicable, perfection, of the security interest in the Pledged Collateral granted pursuant to the WIFIA Loan Documents is governed by Article 9 of the UCC.

(h) No Debarment. The Borrower has fully complied with its verification obligations under 2 C.F.R. § 180.320 and confirms, based on such verification, that, to its knowledge, neither the Borrower nor any of its principals (as defined in 2 C.F.R. § 180.995 and supplemented by 2 C.F.R § 1532.995) (i) is debarred, suspended or voluntarily excluded from participation in Government contracts, procurement or non-procurement matters, (ii) is presently indicted for or otherwise criminally or civilly charged by a Governmental Authority with commission of any of the offenses contemplated by 2 C.F.R. Part 180 or 2 C.F.R. Part 1532; or (iii) has, within the three (3) year period preceding the Effective Date, (x) been convicted for or had a civil judgment rendered against it or them for any of such offenses within such period or (y) had any public transactions (federal, state or local) terminated for cause or default.

(i) No Lobbying. Pursuant to 31 U.S.C. § 1352, to the best of the Borrower's knowledge and belief, (A) no Federal appropriated funds have been paid or will be paid, by or on behalf of the Borrower, to any Person for influencing or attempting to influence an officer or employee of an agency, a member (or employee of a member), officer, or employee of the U.S. Congress, in connection with the making of the WIFIA Loan, execution (including amendments or modifications) of the WIFIA Loan Documents, or any other federal action under 31 U.S.C. §

1352(a)(2); and (B) if any funds other than Federal appropriated funds have been paid or will be paid to any Person for influencing or attempting to influence an officer or employee of any agency, a member (or employee of a member), officer, or employee of the U.S. Congress in connection with the WIFIA Loan, the Borrower has completed and submitted to the WIFIA Lender Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(j) Compliance with Laws.

(i) The Borrower has complied, and has required the Commission and each of the Borrower's and the Commission's respective contractors and subcontractors at all tiers with respect to the Project to comply, with all applicable laws, rules, regulations and requirements, including 40 U.S.C. §§ 3141-3144, 3146, and 3147 (relating to Davis-Bacon Act requirements) (and regulations relating thereto), 33 U.S.C. § 3914 (relating to American iron and steel products), 2 C.F.R. § 180.320 and 2 C.F.R. Part 1532 (relating to non-debarment), 31 U.S.C. § 1352 and 40 C.F.R. § 34.100 (relating to non-lobbying), and any applicable Sanctions Laws.

(ii) To ensure such compliance, the Borrower has included in all contracts with respect to the Project, and has caused the Commission to include in all contracts with respect to the Project, (A) the contract clauses relating to applicable federal requirements (such as Davis-Bacon) and (B) requirements that contractors (1) shall comply with all applicable laws, rules, regulations, and requirements set forth in this Section 12(j) and follow applicable federal guidance and (2) incorporate in all subcontracts (and cause all subcontractors to include in lower tier subcontracts) such terms and conditions as are required to be incorporated therein by any applicable laws, rules, regulations and requirements set forth in this Section 12(j).

(iii) Except as set forth in **Part C of Schedule III** (*Borrower Disclosures*), (A) the Borrower is in compliance with all laws applicable to the System (including the Project) relating to environmental, health or safety matters and (B) to the Borrower's knowledge and solely with respect to the Project, the Commission is in compliance with all laws applicable to the Project relating to environmental, health or safety matters.

(k) Credit Ratings. The WIFIA Loan has received a public Investment Grade Rating from at least one (1) Nationally Recognized Rating Agency, written evidence of such rating has been provided to the WIFIA Lender prior to the Effective Date, and such rating has not been reduced, withdrawn or suspended as of the Effective Date.

(l) No Defaults. No Default or Event of Default, and no default or event of default by the Borrower under any other Related Document, has occurred and is continuing.

(m) Construction Contracts. **Part C of Schedule II** (*Project Details*) sets forth a list of the Existing Construction Contracts as of the Effective Date. With respect to each Construction Contract executed as of any date on which this representation and warranty is made, such Construction Contract is in full force and effect.

(n) Information. The information furnished by, or on behalf of, the Borrower to the WIFIA Lender, when taken as a whole, is true and correct in all material respects (other than for projections and other forward-looking statements contained in the Base Case Financial Model and any Updated Financial Model/Plan which have been made in good faith and based on reasonable assumptions) and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading as of the date made or furnished.

(o) Insurance. The Borrower is in compliance with all insurance obligations required under each Construction Contract and the WIFIA Loan Documents (including Section 14(g) (*Insurance*) hereof) as of the date on which this representation and warranty is made. To the extent the Borrower self-insures, the Borrower's self-insurance program is actuarially sound.

(p) No Prohibited Liens. Except for Permitted Liens, the Borrower has not created, and is not under any obligation to create, and has not entered into any transaction or agreement that would result in the imposition of, any Lien on the Pledged Collateral, the System, the Project, the Revenues or the Borrower's respective rights in any of the foregoing.

(q) Financial Statements. Each income statement, balance sheet and statement of operations and cash flows (collectively, "**Financial Statements**") delivered to the WIFIA Lender pursuant to **Part B of Schedule V** (*Reporting Requirements*) has been prepared in accordance with GAAP and presents fairly, in all material respects, the financial condition (including any liabilities or obligations that are required to be disclosed in accordance with GAAP) of the Borrower as of the respective dates of the balance sheets included therein and the results of operations of the Borrower for the respective periods covered by the statements of income included therein.

(r) Securities Laws. Under existing law, the WIFIA Bond may be issued and sold without registration under the Securities Act of 1933, as amended, and any State blue sky laws.

(s) No Delinquent Taxes or Federal Debt. The Borrower has paid all applicable taxes and other material taxes and assessments payable by it that have become due (other than those taxes or assessments that it is contesting in good faith and by appropriate proceedings, for which adequate reserves have been established to the extent required by GAAP). The Borrower has no delinquent federal debt (including tax liabilities but excluding any delinquencies that have been resolved with the appropriate federal agency in accordance with the standards of the Debt Collection Improvement Act of 1996).

(t) Sufficient Funds. The amount of the WIFIA Loan, when combined with all other funds committed for the development and construction of the Project as set forth under the various sources of funds in the Project Budget, will be sufficient to carry out the Project, pay all Total Project Costs anticipated for the development and construction of the Project and achieve Substantial Completion by the Projected Substantial Completion Date. The total federal assistance provided to the Project, including the Maximum Principal Amount, does not exceed eighty percent (80%) of Total Project Costs. The Updated Financial Model/Plan most recently delivered to the WIFIA Lender pursuant to **Part A of Schedule V** (*Reporting Requirements*) demonstrates that the

projected Revenues are sufficient to meet the WIFIA Loan Amortization Schedule. The Borrower has developed, and identified adequate revenues to implement, a plan for operating, maintaining, and repairing the Project over the useful life of the Project.

(u) Sovereign Immunity. The Borrower either has no immunity from the jurisdiction of any court of competent jurisdiction or from any legal process therein which could be asserted in any action to enforce the obligations of the Borrower under any of the WIFIA Loan Documents to which it is a party or the transactions contemplated hereby or thereby, including the obligations of the Borrower hereunder and thereunder, or, to the extent that the Borrower has such immunity, the Borrower has waived such immunity pursuant to Section 14(n) (*Immunity*).

(v) Accuracy of Representations and Warranties. The representations, warranties and certifications of the Borrower set forth in this Agreement and the other WIFIA Loan Documents are true, correct, and complete, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true, correct, and complete as of such earlier date).

(w) Sufficient Rights. The Borrower possesses either valid legal and beneficial title to, leasehold title in, or other valid legal rights with respect to the real property relating to the System (including the Project), in each case as is necessary and sufficient as of the date this representation is made for the construction, operation, maintenance and repair of the System (including the Project). As of any date on which this representation and warranty is made, the Construction Contracts and Commission Agreements then in effect and the Governmental Approvals that have been obtained and are then in full force and effect create rights in the Borrower sufficient to enable the Borrower to own, construct, operate, maintain and repair the System (including the Project) and to perform its obligations under the Construction Contracts then in effect to which it is a party. The Borrower has water rights with such amounts, priorities and qualities as are necessary to service adequately the Borrower's customers.

(x) Commission Agreements. As of the Effective Date and as of each date this representation and warranty is made (or deemed made), the Borrower has delivered to the WIFIA Lender (i) a fully executed, complete and correct copy of each Commission Agreement then in effect, including any amendments, waivers or modifications thereto, and (ii) each such agreement is in full force and effect. No event has occurred that gives the Borrower or, to the Borrower's knowledge, the Commission or any other party to any Commission Agreements the right to terminate any such Commission Agreement. The Borrower is not in breach of any material term of or in default under any Commission Agreement and, to the Borrower's knowledge, neither the Commission nor any other party to any Commission Agreement is in breach of any material term of or in default under any Commission Agreement.

Section 13. Representations and Warranties of WIFIA Lender. The WIFIA Lender represents and warrants that:

(a) Power and Authority. The WIFIA Lender has all requisite power and authority to make the WIFIA Loan and to perform all transactions contemplated by the WIFIA Loan Documents to which it is a party.

(b) Due Execution; Enforceability. The WIFIA Loan Documents to which it is a party have been duly authorized, executed and delivered by the WIFIA Lender, and are legally valid and binding agreements of the WIFIA Lender, enforceable against the WIFIA Lender in accordance with their terms.

(c) Officers' Authorization. The officers of the WIFIA Lender executing each of the WIFIA Loan Documents to which the WIFIA Lender is a party are duly and properly in office and fully authorized to execute the same on behalf of the WIFIA Lender.

ARTICLE V COVENANTS

Section 14. Affirmative Covenants. The Borrower covenants and agrees as follows until, subject to such longer periods as are provided for under Section 14(p) (*Access; Records*) with respect to the Borrower's obligations thereunder, the date the WIFIA Bond and all of the obligations of the Borrower under this Agreement (other than contingent indemnity obligations) are irrevocably paid in full in immediately available funds and the WIFIA Lender no longer has any commitment to make Disbursements to the Borrower, unless the WIFIA Lender waives compliance in writing:

(a) Revenue Covenant.

(i) The Borrower shall comply with all requirements and conditions specified in the Revenue Covenant.

(ii) If:

(A) the forecast furnished by the Borrower in the most recent Updated Financial Model/Plan delivered by the Borrower pursuant to **Part A of Schedule V** (*Reporting Requirements*) demonstrates that projected Pledged Revenues (as described in the Revenue Covenant) may be inadequate to satisfy the Revenue Covenant for any Borrower Fiscal Year during the Forecast Period, the Borrower shall propose a remedial course of action, which plan shall demonstrate to the WIFIA Lender's satisfaction that such plan will generate an equivalent or greater increase to the Pledged Revenues so as to satisfy the Revenue Covenant; and/or

(B) the Borrower fails to satisfy the Revenue Covenant for the most recently ended Borrower Fiscal Year, the Borrower shall (x) within thirty (30) days after request by the WIFIA Lender, engage the Technical

and Rate Consultant to review and analyze the operations of the System and recommend actions regarding revising the rates or changing the methods of operations, or any other actions to increase the Pledged Revenues so as to satisfy the Revenue Covenant, (y) cause the Technical and Rate Consultant to issue its report, including any such recommended actions, no later than ninety (90) days following such engagement, and (z) either, within sixty (60) days following the issuance of the Technical and Rate Consultant's report, (1) implement the Technical and Rate Consultant's recommendations or (2) undertake an alternative course of action after demonstrating to the WIFIA Lender's satisfaction that an alternative plan will generate an equivalent or greater increase to the Pledged Revenues so as to satisfy the Revenue Covenant.

(b) Levy of Taxes. The Borrower shall levy, extend and collect the Pledged Taxes for the payment of the WIFIA Bond, subject only to the Borrower's right pursuant to the WIFIA Bond Ordinance to abate the levy of the Pledged Taxes to the extent of the funding of the Water Fund from the Pledged Revenues for the payment of WIFIA Debt Service.

(c) Securing Liens. The Borrower shall at any and all times, to the extent permitted by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable in connection with assuring, conveying, granting, assigning, securing and confirming the Liens on the Pledged Collateral (whether now existing or hereafter arising) granted to the WIFIA Lender for its benefit pursuant to the WIFIA Loan Documents, or intended so to be granted pursuant to the WIFIA Loan Documents, or which the Borrower may become bound to grant. The Borrower shall at all times maintain the Pledged Collateral free and clear of any Lien that has priority over, or equal rank with, the Liens created by the WIFIA Loan Documents, other than Permitted Liens, and all organizational, regulatory or other necessary action on the part of the Borrower to that end shall be duly and validly taken at all times. The Borrower shall at all times, to the extent permitted by law, defend, preserve and protect the Liens on the Pledged Collateral granted pursuant to the WIFIA Loan Documents and for the benefit of the WIFIA Lender under the WIFIA Loan Documents against all claims and demands of all Persons whomsoever, subject to Permitted Liens.

(d) Use of Proceeds. The Borrower shall use the proceeds of the WIFIA Loan solely to pay Eligible Project Costs as permitted by applicable law, this Agreement and the other WIFIA Loan Documents.

(e) Prosecution of Work; Verification Requirements.

(i) The Borrower shall, and shall cause the Commission to, diligently prosecute the work relating to the Project and complete the Project in accordance with the Construction Schedule (and on or prior to the Development Default Date), the Governmental Approvals in connection with the Project, and prudent utility and industry practice.

(ii) The Borrower shall comply with Subpart C of 2 C.F.R. Part 180, as supplemented by Subpart C of 2 C.F.R. Part 1532 (relating to debarment), including the verification requirements set forth in 2 C.F.R. §§ 180.300 and 180.320, and shall include in its contracts with respect to the Project similar terms or requirements for compliance.

(f) Operations and Maintenance. The Borrower shall operate and maintain the System (including the Project) substantially in accordance with the Updated Financial Model/Plan most recently delivered by the Borrower to the WIFIA Lender pursuant to **Part A of Schedule V (Reporting Requirements)** and its operations and maintenance plan (that incorporates the Project). The Borrower shall operate and maintain the System (including the Project) in a reasonable and prudent manner and in good repair, working order and condition and in accordance with the requirements of all applicable laws and each applicable WIFIA Loan Document. The Borrower shall at all times do or cause to be done all things necessary to obtain, preserve, renew, extend and keep in full force and effect the Governmental Approvals and any other rights, licenses, franchises, and authorizations material to the conduct of its business and the operation and maintenance of the System.

(g) Insurance.

(i) The Borrower shall at all times procure and maintain or cause to be maintained insurance on the System and the construction of the Project, with responsible insurers, or as part of a reasonable system of self-insurance that is actuarially sound and adequately funded, in such amounts and against such risks (including damage to or destruction of the System) as are customarily maintained with respect to works and properties of like character against accident to, loss of, or damage to such works or properties, including insurance against public liability, property damage, workers' compensation, and builders' risk, casualty and liability, as appropriate, and otherwise in accordance with the Parity Obligation Documents, Commission Agreements and Construction Contracts. The insurance policies shall be available at all reasonable times for inspection upon request by the WIFIA Lender, its agents and representatives.

(ii) The Borrower shall cause all liability insurance policies that it maintains (excluding property damage, automobile or workers' compensation insurance), to reflect the WIFIA Lender as an additional insured to the extent of its insurable interest.

(h) Maintain Legal Structure. The Borrower shall maintain its existence as a Legal Entity organized and existing under its Organizational Documents and the laws of the State.

(i) System Accounts; Permitted Investments.

(i) The Borrower shall maintain the System Accounts in accordance with the terms of the WIFIA Loan Documents and the other Parity Obligation Documents. All Pledged Revenues received shall be deposited into the Water Fund when and as received in trust for the benefit of the holders of the Parity Obligations, including the WIFIA Loan (and corresponding WIFIA Bond). The Borrower shall not apply any portion of the Revenues in contravention of this Agreement. Any funds then on deposit in the WIFIA Debt Service Account (if applicable) shall only be used for payments of WIFIA

Debt Service by the Borrower in accordance with the WIFIA Loan Documents. All Pledged Taxes received shall be deposited into the WIFIA Bond Fund when and as received in trust for the exclusive benefit of the WIFIA Lender.

(ii) If a WIFIA Debt Service Reserve Requirement is applicable as set forth in **Part D of Schedule I** (*WIFIA Loan Specific Terms*), the Borrower shall maintain the WIFIA Debt Service Reserve Account in an amount equal to the WIFIA Debt Service Reserve Requirement in accordance with the provisions of this Agreement. Amounts in the WIFIA Debt Service Reserve Account (if applicable) shall be held in trust for the benefit of the WIFIA Lender and shall be applied only to make payments with respect to the WIFIA Bond.

(iii) Amounts on deposit in the System Accounts shall be held uninvested or invested in Permitted Investments. Permitted Investments must mature or be redeemable at the election of the holder at such times as may be necessary to ensure that funds will be available within the applicable account to be applied towards the purpose for which the applicable account has been established.

(j) Compliance with Laws.

(i) The Borrower shall, and shall require the Commission and each of the Borrower's and the Commission's respective contractors and subcontractors at all tiers with respect to the Project to, comply with all applicable laws, rules, regulations and requirements, including 40 U.S.C. §§ 3141-3144, 3146, and 3147 (relating to Davis-Bacon Act requirements) (and regulations relating thereto), 33 U.S.C. § 3914 (relating to American iron and steel products), 2 C.F.R. § 180.320 and 2 C.F.R. Part 1532 (relating to non-debarment), 31 U.S.C. § 1352 (relating to non-lobbying), and any applicable Sanctions Laws.

(ii) To ensure such compliance, the Borrower shall include in all contracts with respect to the Project, and shall cause the Commission to include in all contracts with respect to the Project, (A) the contract clauses relating to applicable federal requirements (such as Davis-Bacon) and (B) requirements that its contractors (1) shall comply with all applicable laws, rules, regulations, and requirements set forth in this Section 14(j) and follow applicable federal guidance and (2) incorporate in all subcontracts (and cause all subcontractors to include in lower tier subcontracts) such terms and conditions as are required to be incorporated therein by any applicable laws, rules, regulations and requirements set forth in this Section 14(j).

(k) Material Obligations. The Borrower shall pay its material obligations payable from the Revenues promptly and in accordance with their terms and pay and discharge promptly all taxes, assessments and governmental charges or levies imposed upon it or upon the Pledged Collateral or other assets of the System, before the same shall become delinquent or in default, as well as all lawful and material claims for labor, materials and supplies or other claims which, if unpaid, might give rise to a Lien upon the System or any part thereof or on the Revenues or the Pledged Collateral; provided, however, that such payment and discharge shall not be required with respect to any such tax, assessment, charge, levy, claim or Lien so long as the validity

or amount thereof shall be contested by the Borrower in good faith by appropriate proceedings and so long as the Borrower shall have set aside adequate reserves with respect thereto in accordance with and to the extent required by GAAP, applied on a consistent basis.

(l) SAM Registration and UEI. The Borrower shall obtain and maintain, on or prior to the Effective Date through the Final Maturity Date, an active SAM registration status and a UEI.

(m) Events of Loss; Loss Proceeds. If an Event of Loss shall occur with respect to the System (including the Project) or any part thereof, the Borrower shall (i) diligently pursue all of its rights to compensation against all relevant insurers, reinsurers and Governmental Authorities, as applicable, in respect of such Event of Loss and (ii) apply or cause to be applied all Loss Proceeds (after excluding any proceeds of delay-in-start-up insurance and proceeds covering liability of the Borrower to third parties) in respect of such Event of Loss to repair, reconstruct, and/or replace the portion of the System in respect of which the applicable Loss Proceeds were received. The Borrower shall begin such repair, reconstruction or replacement promptly after such damage or destruction shall occur, and shall continue and properly complete such repair, reconstruction or replacement as expeditiously as possible, and shall pay out of such Loss Proceeds (after excluding any proceeds of delay-in-start-up insurance and proceeds covering liability of the Borrower to third parties) all costs and expenses in connection with such repair, reconstruction or replacement so that the same shall be completed and the System shall be free and clear of all claims and Liens.

(n) Immunity. To the fullest extent permitted by applicable law, the Borrower agrees that it will not assert any immunity (and hereby waives any such immunity) it may have as a governmental entity from lawsuits, other actions and claims, and any judgments with respect to the enforcement of any of the obligations of the Borrower under this Agreement or any other WIFIA Loan Document.

(o) Accounting and Audit Procedures.

(i) The Borrower shall establish fiscal controls and accounting procedures sufficient to assure proper accounting for all (A) Revenues, operating expenses, capital expenses, depreciation, reserves, debt issued and outstanding and debt payments and (B) Project-related costs, Requisitions submitted, WIFIA Loan proceeds received, payments made by the Borrower with respect to the Project, and other sources of funding for the Project (including amounts paid from such sources for Project costs so that audits may be performed to ensure compliance with and enforcement of this Agreement). The Borrower shall use accounting, audit and fiscal procedures conforming to GAAP, including, with respect to the WIFIA Loan, accounting of principal and interest payments, disbursements, prepayments and calculation of interest and principal amounts Outstanding.

(ii) The Borrower shall have a single or program-specific audit conducted in accordance with 2 C.F.R. Part 200 Subpart F and 31 U.S.C. § 7502 from (and including) the first Borrower Fiscal Year in which a Disbursement is made under this Agreement and annually thereafter to the extent required by applicable law, except in all cases to the extent biennial audits are permitted for the Borrower pursuant to 2 C.F.R. §

200.504 and 31 U.S.C. § 7502(b). Upon reasonable notice, the Borrower shall cooperate fully in the conduct of any periodic or compliance audits conducted by the WIFIA Lender, or designees thereof, pursuant to 40 C.F.R. Part 35, 31 U.S.C. § 7503(b), or 31 U.S.C. § 6503(h) and shall provide full access to any books, documents, papers or other records that are pertinent to the Project or the WIFIA Loan, to the WIFIA Lender, or the designee thereof, for any such project or programmatic audit.

(p) Access; Records.

(i) So long as the WIFIA Loan or any portion thereof shall remain Outstanding and until five (5) years after the WIFIA Loan shall have been paid in full, the WIFIA Lender shall have the right, upon reasonable prior notice, to visit, monitor and/or inspect any portion of the Project and its operations, to examine books of account and records of the Borrower relating to the Project, to make copies and extracts therefrom at the Borrower's expense, and to discuss the Borrower's affairs, finances and accounts relating to the Project with, and to be advised as to the same by, its officers and employees and its independent public accountants (and by this provision the Borrower irrevocably authorizes its independent public accountants to discuss with the WIFIA Lender the affairs, finances and accounts of the Borrower, whether or not any representative of the Borrower is present, it being understood that nothing contained in this Section 14(p) is intended to confer any right to exclude any such representative from such discussions), all at such reasonable times and intervals as the WIFIA Lender may request. The Borrower agrees to pay all out-of-pocket expenses incurred by the WIFIA Lender in connection with the WIFIA Lender's exercise of its rights under this Section 14(p) at any time when an Event of Default shall have occurred and be continuing.

(ii) The Borrower shall maintain and retain all pertinent files relating to the Project and the WIFIA Loan, as may be necessary for the WIFIA Lender to facilitate an effective and accurate audit and performance evaluation of the Project, until five (5) years after the later of the date on which (A) all rights and duties under this Agreement and under the WIFIA Bond (including payments) have been fulfilled and any required audits have been performed and (B) any litigation relating to the Project, the WIFIA Loan or this Agreement is finally resolved or, if the WIFIA Lender has reasonable cause to extend such date, a date to be mutually agreed upon by the WIFIA Lender and the Borrower. The Borrower shall provide to the WIFIA Lender in a timely manner all records and documentation relating to the Project that the WIFIA Lender may reasonably request from time to time.

Section 15. Negative Covenants. The Borrower covenants and agrees as follows until the date the WIFIA Bond and all of the obligations of the Borrower under this Agreement (other than contingent indemnity obligations) are irrevocably paid in full in immediately available funds and the WIFIA Lender no longer has any commitment to make Disbursements to the Borrower, unless the WIFIA Lender waives compliance in writing:

(a) Indebtedness.

(i) Program Requirements. The Borrower may not create, incur or suffer to exist (A) any System Obligations (1) the payments with respect to which are senior or prior in right to the payment by the Borrower of the WIFIA Loan and the other Parity Obligations or (2) secured by a Lien on the Pledged Revenues that is senior to the Lien on the Pledged Revenues in favor of the WIFIA Lender or (B) any System Obligations, all or a portion of the proceeds of which are or will be applied at any time to fund all or any portion of Total Project Costs, that are secured by a Lien on any assets or property of the Borrower other than the Pledged Revenues and, if applicable, ad valorem property taxes (excluding the Pledged Taxes). The Borrower shall not incur any indebtedness of any kind payable from, secured or supported by the Pledged Revenues, including Permitted Debt, without the prior written consent of the WIFIA Lender, while an Event of Default relating to a Payment Default or a Bankruptcy Related Event has occurred and is continuing.

(ii) Issuance of Additional System Obligations. The Borrower shall not issue or incur any Additional System Obligations except in accordance with all requirements and conditions set forth in the Additional Bonds Test.

(b) No Lien Extinguishment or Adverse Amendments. The Borrower shall not, and shall not permit any Person to, without the prior written consent of the WIFIA Lender, (i) extinguish the Revenue Covenant; (ii) extinguish or impair the Liens on the Pledged Collateral or any dedicated source of repayment of the WIFIA Loan or any other System Obligations (the proceeds of which are applied to fund Total Project Costs), in each case granted pursuant to the Related Documents; (iii) amend, modify, replace or supplement any Related Document or permit a waiver of any provision thereof in a manner that could adversely affect the WIFIA Lender or could reasonably be expected to result in a Material Adverse Effect; or (iv) terminate, assign or replace any Related Document in a manner that could adversely affect the WIFIA Lender or could reasonably be expected to have a Material Adverse Effect.

(c) No Prohibited Liens. Except for Permitted Liens, the Borrower shall not create, incur, assume or permit to exist any Lien on the Project, the Pledged Collateral, the Revenues, or the Borrower's respective rights in any of the foregoing and the Pledged Collateral will be free and clear of any Lien that is of equal rank with or senior to the pledge of the Borrower created under the WIFIA Loan Documents for the benefit of the WIFIA Lender.

(d) Restricted Payments and Transfers. The Borrower shall not permit Pledged Revenues or other assets of the System, or any funds in any System Accounts or in any other fund or account held by or on behalf of the Borrower with respect to the System or the Pledged Revenues, to be paid or transferred or otherwise applied for purposes other than ownership, operation or maintenance of the System, including the payment of Permitted Debt.

(e) No Prohibited Sale, Lease or Assignment. The Borrower shall not sell, lease, assign or otherwise transfer its rights in and to the System or a substantial portion of the assets included in the System, unless such sale, lease, assignment or transfer (i) could not reasonably be expected to have a Material Adverse Effect and (ii) is made by the Borrower in the ordinary course of business.

(f) Mergers and Acquisitions. The Borrower shall not, and shall not agree to, reorganize, consolidate with or merge into another Person unless (i) such reorganization, merger or consolidation is with or into another entity established by State law and such reorganization, merger or consolidation is permitted by State law, and in each case, does not adversely affect or impair to any extent or in any manner (A) the Revenues or other elements of the Pledged Collateral or (B) the availability of the Revenues for the payment and security of the obligations of the Borrower under this Agreement; and (ii) the Borrower provides to the WIFIA Lender notice of such reorganization, consolidation or merger in accordance with **Part E of Schedule V** (*Reporting Requirements*) and such other information concerning such reorganization, consolidation or merger as shall have been reasonably requested by the WIFIA Lender.

(g) Hedging. The Borrower shall not enter into any swap or hedging transaction, including any such transaction that is speculative or creates extraordinary leverage or risk, without the prior written consent of the WIFIA Lender.

Section 16. Reporting Requirements. The Borrower agrees to comply with each of the reporting requirements set out in **Schedule V** (*Reporting Requirements*), unless otherwise agreed or waived by the WIFIA Lender in writing.

ARTICLE VI EVENTS OF DEFAULT AND REMEDIES

Section 17. Events of Default and Remedies.

(a) An “**Event of Default**” shall exist under this Agreement if any of the following occurs; provided, that the occurrence of an event set forth in sub-clauses (v) through (and including) (ix) below shall not constitute an Event of Default under this Agreement until the WIFIA Lender has provided a notice of such Event of Default to the Borrower; provided, further, that nothing in this paragraph is intended to limit any obligation of the Borrower hereunder, including any obligation to cure any event or condition contemplated under this Section 17(a):

(i) Payment Default. The Borrower shall fail to pay when due any part of the principal amount of or interest on the WIFIA Loan (including WIFIA Debt Service required to have been paid pursuant to the provisions of Section 8 (*Repayments*)), and such failure continues for a period of five (5) days, when and as the payment thereof shall be required under this Agreement or the WIFIA Bond or on the Final Maturity Date (each such failure, a “**Payment Default**”).

(ii) Occurrence of a Bankruptcy Related Event. A Bankruptcy Related Event shall occur with respect to the Borrower.

(iii) Acceleration of System Obligations. Any acceleration shall occur of the maturity of any System Obligation, or any such System Obligation shall not be paid in full upon the final maturity thereof.

(iv) Invalidity of WIFIA Loan Documents. (A) Any WIFIA Loan Document ceases to be in full force and effect (other than as a result of the termination

thereof in accordance with its terms) or becomes void, voidable, illegal or unenforceable, or the Borrower contests in any manner the validity or enforceability of any WIFIA Loan Document to which it is a party or denies it has any further liability under any WIFIA Loan Document to which it is a party, or purports to revoke, terminate or rescind any WIFIA Loan Document to which it is a party; (B) any WIFIA Loan Document ceases (other than as expressly permitted thereunder) to be effective or to grant a valid and binding security interest on any material portion of the Pledged Collateral other than as a result of actions or a failure to act by, and within the control of the WIFIA Lender, and with the priority purported to be created thereby; or (C) any event occurs that results in the impairment in the validity, enforceability, perfection or priority of the WIFIA Lender's security interest in the Pledged Collateral.

(v) Covenant Default. The Borrower shall fail to observe or perform any covenant, agreement or obligation of the Borrower under this Agreement, the WIFIA Bond or any other WIFIA Loan Document (other than in the case of any Payment Default or any Development Default), and such failure shall not be cured within thirty (30) days after the earlier to occur of (A) receipt by the Borrower from the WIFIA Lender of written notice thereof or (B) the Borrower's knowledge of such failure; provided, that if such failure is capable of cure but cannot reasonably be cured within such thirty (30) day cure period, then such thirty (30) day cure period shall be extended by up to one hundred fifty (150) additional days, if and so long as (x) within such thirty (30) day cure period the Borrower shall commence actions reasonably designed to cure such failure and shall diligently pursue such actions until such failure is cured and (y) such failure is cured within one hundred eighty (180) days of the date specified in either (A) or (B) above, as applicable.

(vi) Misrepresentation Default. Any of the representations, warranties or certifications of the Borrower made in or delivered pursuant to the WIFIA Loan Documents (or in any certificates delivered by the Borrower in connection with the WIFIA Loan Documents) shall prove to have been false or misleading in any material respect when made or deemed made; provided, that no Event of Default shall be deemed to have occurred under this Section 17(a)(vi) if and so long as (A) such misrepresentation is not intentional, (B) such misrepresentation is not a misrepresentation in respect of Section 12(g) (*Security Interests*), Section 12(h) (*No Debarment*), Section 12(i) (*No Lobbying*), or Section 12(j) (*Compliance with Laws*), (C) in the reasonable determination of the WIFIA Lender, such misrepresentation has not had, and would not reasonably be expected to result in, a Material Adverse Effect, (D) in the reasonable determination of the WIFIA Lender, the underlying issue giving rise to the misrepresentation is capable of being cured and (E) the underlying issue giving rise to the misrepresentation is cured by the Borrower within thirty (30) days after the date on which the Borrower first became aware (or reasonably should have become aware) of such misrepresentation.

(vii) Enforcement of Other Financing Documents. The holder(s) of System Obligations under a Related Document exercises remedies permitted thereunder for an event of default that has occurred and is continuing (and has not been cured or waived by the expiration of any applicable grace period), in respect of the performance of any covenant, agreement or obligation of the Borrower under such Related Document.

(viii) Material Adverse Judgment. Any final, non-appealable judgment related to the Pledged Collateral that results in the impairment of (A) the Borrower's ability to comply with any of its payment obligations under the WIFIA Bond or this Agreement or (B) the existence, priority or perfection (if applicable) of the WIFIA Lender's security interest in the Pledged Collateral.

(ix) Development Default. A Development Default shall occur.

(b) Upon the occurrence of any Bankruptcy Related Event, all obligations of the WIFIA Lender hereunder with respect to the Disbursement of any undisbursed amounts of the WIFIA Loan shall automatically be deemed terminated.

(c) Upon the occurrence of any Event of Default, the WIFIA Lender, by written notice to the Borrower, may exercise any or all of the following remedies:

(i) the WIFIA Lender may suspend or terminate all of its obligations hereunder with respect to the Disbursement of any undisbursed amounts of the WIFIA Loan;

(ii) the WIFIA Lender may cease permitting interest on the WIFIA Loan to be capitalized (if applicable);

(iii) the WIFIA Lender may apply the Default Rate provisions of Section 6 (*Interest Rate*);

(iv) the WIFIA Lender may suspend or debar the Borrower from further participation in any Federal Government program administered by the WIFIA Lender and notify other departments and agencies of such default; and

(v) the WIFIA Lender shall be entitled and empowered to institute any actions or proceedings at law or in equity for the collection of any sums due and unpaid hereunder or under the WIFIA Bond or the other WIFIA Loan Documents, and may prosecute any such judgment or final decree against the Borrower and collect in the manner provided by law out of the property of the Borrower the moneys adjudged or decreed to be payable, and the WIFIA Lender shall have all of the rights and remedies of a creditor, including all rights and remedies of a secured creditor under the Uniform Commercial Code (if applicable), and may take such other actions at law or in equity as may appear necessary or desirable to collect all amounts payable by the Borrower under this Agreement, the WIFIA Bond or the other WIFIA Loan Documents then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement, the WIFIA Bond or the other WIFIA Loan Documents.

(d) If a right of acceleration is or has been granted for the benefit of any holder of System Obligations and such System Obligations have been accelerated, then the WIFIA Lender shall have the right to declare the unpaid principal amount of the WIFIA Bond to be, and the same shall thereupon forthwith become, immediately due and payable, together with the interest accrued thereon and all fees, costs, expenses, indemnities and other amounts payable under this Agreement,

the WIFIA Bond or the other WIFIA Loan Documents, all without presentment, demand, notice, declaration, protest or other requirements of any kind, all of which are hereby expressly waived.

(e) No action taken pursuant to this Section 17 shall (i) relieve the Borrower from its obligations pursuant to this Agreement, the WIFIA Bond or the other WIFIA Loan Documents, all of which shall survive any such action, or (ii) limit the WIFIA Lender's rights under the WIFIA Bond Ordinance or applicable law, including the Debt Reform Act.

ARTICLE VII MISCELLANEOUS

Section 18. Disclaimer of Warranty. The WIFIA Lender makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for use of the Project or any portion thereof or any other warranty with respect thereto. In no event shall the WIFIA Lender be liable for any incidental, indirect, special or consequential damages incidental to or arising out of this Agreement or the System (including the Project) or the existence, furnishing, functioning or use of the Project or any item or products or services provided for in this Agreement.

Section 19. No Personal Recourse. No official, employee or agent of the WIFIA Lender or the Borrower or any individual executing this Agreement or any of the other WIFIA Loan Documents shall be personally liable on this Agreement or such other WIFIA Loan Documents by reason of the issuance, delivery or execution hereof or thereof.

Section 20. No Third-Party Rights. The parties hereby agree that this Agreement creates no third-party rights against the Borrower, the Federal Government, or the WIFIA Lender, solely by virtue of the WIFIA Loan, and that no third-party creditor of the Borrower shall have any right against the WIFIA Lender with respect to the WIFIA Loan made pursuant to this Agreement.

Section 21. Borrower's Authorized Representative. The Borrower shall at all times have appointed a Borrower's Authorized Representative by designating such Person or Persons from time to time to act on the Borrower's behalf pursuant to a written certificate furnished to the WIFIA Lender and the Servicer, if any, containing the specimen signature or signatures of such Person or Persons and signed by the Borrower.

Section 22. WIFIA Lender's Authorized Representative. The WIFIA Lender hereby appoints the Director of the WIFIA Program, whose notice details are set forth below in Section 31 (*Notices*), to serve as the WIFIA Lender's Authorized Representative under this Agreement until such time as a successor or successors shall have been appointed. Thereafter, the successor in office shall serve as the WIFIA Lender's Authorized Representative. The WIFIA Lender shall provide notice to the Borrower within a reasonable time period following the succession.

Section 23. Servicer. The WIFIA Lender may from time to time designate another entity or entities to perform, or assist the WIFIA Lender in performing, the duties of the Servicer or specified duties of the WIFIA Lender under this Agreement and the WIFIA Bond. The WIFIA Lender shall give the Borrower written notice of the appointment of any successor or additional

Servicer and shall enumerate the duties or any change in duties to be performed by any Servicer. Any references in this Agreement to the WIFIA Lender shall be deemed to be a reference to the Servicer with respect to any duties which the WIFIA Lender shall have delegated to such Servicer. The WIFIA Lender may at any time assume the duties of any Servicer under this Agreement and the WIFIA Bond. The Borrower shall cooperate and respond to any reasonable request of the Servicer for information, documentation or other items reasonably necessary for the performance by the Servicer of its duties hereunder.

Section 24. Amendments, Waivers and Termination. No amendment, modification, termination, or waiver of any provision of this Agreement or the WIFIA Bond shall in any event be effective without the prior written consent of each of the parties hereto. Notwithstanding the foregoing sentence, if the first Disbursement of the WIFIA Loan has not occurred on or prior to the Final Disbursement Date, the WIFIA Lender or the Borrower may terminate this Agreement upon no less than ten (10) Business Days' prior written notice to the other party. Once terminated, this Agreement may not be reinstated.

Section 25. Governing Law. This Agreement shall be governed by the federal laws of the United States of America if and to the extent such federal laws are applicable and the internal laws of the State, if and to the extent such federal laws are not applicable.

Section 26. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 27. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Neither the Borrower's rights or obligations hereunder or under the WIFIA Bond nor any interest herein or therein may be assigned or delegated by the Borrower without the prior written consent of the WIFIA Lender.

Section 28. Remedies Not Exclusive. No remedy conferred herein or in any other WIFIA Loan Document or reserved to the WIFIA Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the other WIFIA Loan Documents or now or hereafter existing at law or in equity or by statute.

Section 29. Delay or Omission Not Waiver. No delay or omission of the WIFIA Lender to exercise any right or remedy provided hereunder or under any other WIFIA Loan Document upon a default of the Borrower (except a delay or omission pursuant to a written waiver) shall impair any such right or remedy or constitute a waiver of any such default or acquiescence therein. Every right and remedy given by this Agreement or under the other WIFIA Loan Documents or by law to the WIFIA Lender may be exercised from time to time, and as often as may be deemed expedient by the WIFIA Lender.

Section 30. Counterparts; Electronic Signatures. This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number

of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic Signatures are effective and enforceable. Electronic delivery of an executed counterpart of a signature page of this Agreement or of any document or instrument delivered in connection herewith in accordance with Section 31 (*Notices*) shall be effective as delivery of an original executed counterpart of this Agreement or such other document or instrument, as applicable; provided that, following the electronic delivery of the executed WIFIA Bond for loan closing purposes, the Borrower shall deliver by courier the originally executed WIFIA Bond to the WIFIA Lender at:

Environmental Protection Agency
Ronald Reagan Building
Office of Chief Financial Officer
Attn: Mr. Stacey Church, Room #81192
1300 Pennsylvania, NW
Washington, DC 20004
Phone: (202) 564-4837

Section 31. Notices.

(a) All notices, requests, or communication hereunder shall be given in writing.

(b) Notices to the WIFIA Lender should be made by (i) email to the email address noted below for the WIFIA Lender or (ii) submission through another electronic medium or transmission system as designated by the WIFIA Lender in accordance with this Section, unless otherwise instructed by the WIFIA Lender:

If to WIFIA Lender: Environmental Protection Agency
WJC-E 7334A
1200 Pennsylvania Avenue NW
Washington, D.C. 20460
Attention: WIFIA Director
Email: WIFIA_Portfolio@epa.gov

(c) Notices to the Borrower should be made by (i) nationally recognized courier service, (ii) hand delivery, (iii) email, to the email address noted below for the Borrower, or (iv) another electronic medium designated by the Borrower in accordance with this Section, unless otherwise instructed by the Borrower's Authorized Representative:

If to Borrower: The notice details set forth in **Part G of Schedule I**
(*WIFIA Loan Specific Terms*)

(d) Each such notice, request or communication shall be effective (x) if delivered by hand or by nationally recognized courier service, when delivered at the address specified in this Section 31 (or in accordance with the latest unrevoked written direction from the

receiving party), and (y) if given by email or other electronic method, when such email is delivered to the email address specified in this Section 31 or submitted to the electronic medium as directed by the receiving party, in each case with the sender's receipt of an acknowledgement from the intended recipient (such as by a "read receipt," return email, or other written acknowledgement) (or in accordance with the latest unrevoked written direction from the receiving party); provided, that notices received on a day that is not a Business Day or after 5:00 p.m. Eastern Time on a Business Day will be deemed to be effective on the next Business Day. The parties shall act reasonably in designating any electronic method other than email for notices, requests or communications hereunder, and neither party shall designate an alternative electronic method to which the other party has a reasonable objection.

Section 32. Indemnification. The Borrower shall, to the extent permitted by law, indemnify the WIFIA Lender, the Servicer (if any), and any official, employee, agent, advisor or representative of the WIFIA Lender (each such Person being herein referred to as an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities, fines, penalties, costs and expenses (including the fees, charges and disbursements of any counsel for any Indemnitee and the costs of environmental remediation), whether known, unknown, contingent or otherwise, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (a) the execution, delivery and performance of this Agreement, any Construction Contract, or any Related Document, (b) the WIFIA Loan or the use of the proceeds thereof, or (c) the violation of any law, rule, regulation, order, decree, judgment or administrative decision relating to the environment, the preservation or reclamation of natural resources, the management, release or threatened release of any hazardous material or to health and safety matters; in each case arising out of or in direct relation to the Project; provided, that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities, fines, penalties, costs or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. In case any action or proceeding is brought against an Indemnitee by reason of any claim with respect to which such Indemnitee is entitled to indemnification hereunder, the Borrower shall be entitled, at its expense, to participate in the defense thereof; provided, that such Indemnitee has the right to retain its own counsel, at the Borrower's expense, and such participation by the Borrower in the defense thereof shall not release the Borrower of any liability that it may have to such Indemnitee. Any Indemnitee against whom any indemnity claim contemplated in this Section 32 is made shall be entitled, after consultation with the Borrower and upon consultation with legal counsel wherein such Indemnitee is advised that such indemnity claim is meritorious, to compromise or settle any such indemnity claim. Any such compromise or settlement shall be binding upon the Borrower for purposes of this Section 32. Nothing herein shall be construed as a waiver of any legal immunity that may be available to any Indemnitee. To the extent permitted by applicable law, neither the Borrower nor the WIFIA Lender shall assert, and each of the Borrower and the WIFIA Lender hereby waives, any claim against any Indemnitee or the Borrower, respectively, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any Construction Contract, or any Related Document, the other transactions contemplated hereby and thereby, the WIFIA Loan or the use of the proceeds thereof, provided, that nothing in this sentence shall limit the Borrower's indemnity obligations to the extent such damages are included in any third-party claim in connection with which an Indemnitee is entitled to indemnification hereunder. All amounts due to any Indemnitee

under this Section 32 shall be payable promptly upon demand therefor. The obligations of the Borrower under this Section 32 shall survive the payment or prepayment in full or transfer of the WIFIA Loan, the enforcement of any provision of this Agreement or the other Related Documents, any amendments, waivers (other than amendments or waivers in writing with respect to this Section 32) or consents in respect hereof or thereof, any Event of Default, and any workout, restructuring or similar arrangement of the obligations of the Borrower hereunder or thereunder.

Section 33. Sale of WIFIA Loan. The WIFIA Lender shall not sell the WIFIA Loan at any time prior to the later of (a) the Substantial Completion Date and (b) other than with respect to a sale or transfer to another governmental entity within the Federal Government, the Final Disbursement Date. After such date, the WIFIA Lender may sell the WIFIA Loan to another entity or reoffer the WIFIA Loan into the capital markets only in accordance with the provisions of this Section 33. Such sale or reoffering shall be on such terms as the WIFIA Lender shall deem advisable. However, in making such sale or reoffering the WIFIA Lender shall not change the terms and conditions of the WIFIA Loan without the prior written consent of the Borrower in accordance with Section 24 (*Amendments, Waivers and Termination*). Prior to any sale or reoffering of the WIFIA Loan, the WIFIA Lender shall provide reasonable written notice to the Borrower of the WIFIA Lender's intention to consummate such a sale or reoffering. The provision of any notice pursuant to this Section 33 shall neither (x) obligate the WIFIA Lender to sell nor (y) provide the Borrower with any rights or remedies in the event the WIFIA Lender, for any reason, does not sell the WIFIA Loan.

Section 34. Effectiveness. This Agreement shall be effective on the Effective Date.

Section 35. Release of Lien. Upon the irrevocable payment in full in immediately available funds by the Borrower of the WIFIA Loan Balance, together with all accrued interest, fees and expenses with respect thereto, the WIFIA Lender shall cancel and discharge the Liens on the Pledged Collateral and surrender the WIFIA Bond to the Borrower in accordance with Section 9(b) (*General Prepayment Instructions*).

Section 36. Survival. The indemnification requirements of Section 32 (*Indemnification*), the reporting and record keeping requirements of Section 14(p) (*Access; Records*) and the payment requirements of Section 10 (*Fees and Expenses*) shall survive the termination of this Agreement as provided in such Sections, as well as the waiver of any sovereign immunity, to the extent the Borrower has such immunity, pursuant to Section 14(n) (*Immunity*).

Section 37. Integration. This Agreement, together with the other WIFIA Loan Documents, constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

[The remainder of this page intentionally left blank; signature pages immediately follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS,**
by its authorized representative

By: _____
Name:
Title:

*[Signature Page to United City of Yorkville, Kendall County, Illinois – Yorkville WaterLink Project – WIFIA
Loan Agreement]*

**UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY**, acting by and
through the Administrator of the
Environmental Protection Agency

By: _____
Name: Lee M. Zeldin
Title: Administrator

SCHEDULE I

WIFIA LOAN SPECIFIC TERMS

No.	Item	WIFIA Loan Specific Term
<i>PART A. Key Borrower Metrics</i>		
1.	Effective Date	[], 2026.
2.	Borrower	United City of Yorkville, Kendall County, Illinois, a Legal Entity duly organized and existing under the laws of the State.
3.	Legal Entity	A non-home-rule municipality and political subdivision of the State.
4.	State	State of Illinois.
5.	Borrower FEIN	36-6006169.
6.	Borrower UEI	E646HGMGZF83.
7.	Initial Borrower Fiscal Year	The fiscal year of the Borrower commencing on May 1 of any given calendar year and ending on April 30 of the immediately succeeding calendar year.
8.	Application Receipt Date	October 18, 2024.
9.	WIFIA CUSIP Number	987354 BL0, as the CUSIP number for the WIFIA Loan for purposes of monitoring through EMMA.
10.	System	The entire system now or hereafter owned, operated, used or maintained by the Borrower for the transmission, treatment, storage, and distribution of water, including: (a) any facility, plant, works, system, building, structure, improvement, machinery, equipment, fixture, or other real or personal property, relating to the collection, treatment, storage, and distribution of water that is owned, operated, or controlled by the Borrower, including without limitation, the Project, (b) any renewal, replacement, addition, modification or improvement to (a) above, and (c) all real or personal property and rights therein and appurtenances thereto necessary or useful or convenient for the effectiveness of the purposes of the Borrower in the transmission, treatment, storage, and distribution of water.
11.	Revenues	All income from whatever source derived from the System, including (i) investment income; (ii)

No.	Item	WIFIA Loan Specific Term
		connection, permit and inspection fees and the like; and (iii) penalties and delinquency charges; but expressly excluding (a) non-recurring income from the sale of property of the System; (b) governmental or other grants; (c) advances from or grants made to the Borrower; (d) capital development, reimbursement, or recovery charges and the like; and (e) annexation or pre-annexation charges insofar as designed by the City Council of the Borrower as paid for System connection or service; and as otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds.
12.	Operation and Maintenance Expenses	All expenses of operating, maintaining and routine repair of the System, including wages, salaries, costs of materials and supplies, power, fuel, insurance, purchase of water (including all payments by the Borrower pursuant to long term contracts for such services as and to the extent provided in such contracts); but excluding debt service, depreciation, or any reserve requirements; and otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds.
13.	Trustee	Not Applicable.
14.	Trustee Location	Not Applicable.
PART B. Key Project Metrics		
15.	Project	The project is the Yorkville WaterLink Project, located at the Project Location, which consists of water supply regionalization and water system improvements that will enable the Borrower, in coordination with neighboring communities, to connect to a new source of water supply through the Commission and includes (a) the Borrower's cost share for the Commission transmission main construction; (b) water supply receiving station construction; (c) water main improvements, repair, and replacement; (d) water storage expansion; and (e) decommissioning of existing water treatment plants (collectively, the " Project "), as described in further detail in Part D of Schedule II (Project Details) .
16.	Project Location	Northern Illinois.

No.	Item	WIFIA Loan Specific Term
17.	Projected Substantial Completion Date	January 1, 2030, as such date may be adjusted in accordance with Part C of Schedule V (Reporting Requirements) .
18.	Development Default Date	December 31, 2031.
19.	NEPA Determination	[Finding of No Significant Impact][Categorical Exclusion][Record of Decision] for the Project issued by EPA on [___], 20[___] in accordance with NEPA.
20.	Commission	The DuPage Water Commission, a public corporation under Division 15 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 <i>et seq.</i> and a county water commission under the Water Commission Act of 1985, 70 ILCS 3720/0.01 <i>et. seq.</i> , and its successors and assigns.
21.	Commission Agreements	All agreements by and between the Borrower and the Commission with respect to the System (including the Project). Commission Agreements include that certain Water Purchase and Sale Contract between the Commission and the Borrower dated October 17, 2024 and all intergovernmental agreements related to the Project between the Commission and the Borrower, including such intergovernmental agreements by and among the Commission, the Borrower, the Village of Montgomery, Illinois and the Village of Oswego, Illinois.
<i>PART C. Key Loan Metrics</i>		
22.	Maximum Principal Amount	Principal amount up to \$170,000,000 (excluding interest that is capitalized in accordance with this Agreement).
23.	WIFIA Interest Rate	[___]% per annum.
24.	Default Rate	Interest rate equal to the sum of (a) the WIFIA Interest Rate plus (b) 200 basis points.
25.	Interest Payment Date	Each January 1 and July 1.
26.	Capitalized Interest Period	The period from (and including) the first Disbursement to (but excluding) the date that is six (6) months prior to

No.	Item	WIFIA Loan Specific Term
		[July 1, 2032], subject to earlier termination as set forth in Section 8(a)(iii) (<i>Payment of WIFIA Debt Service</i>).
27.	Interest Only Period	The period commencing from (and including) the Debt Service Payment Commencement Date and ending on July 1, 2034 (or on such earlier date as all amounts due or to become due to the WIFIA Lender hereunder have been irrevocably paid in full in cash).
28.	Principal Payment Date	Each January 1, beginning on January 1, [2035].
29.	Final Maturity Date	The earliest of (a) January 1, 2065; (b) the date on which the maturity of the WIFIA Loan and corresponding WIFIA Bond have been accelerated or subject to mandatory redemption or prepayment (as the case may be) prior to the maturity thereof; and (c) the Principal Payment Date immediately preceding the date that is thirty-five (35) years following the Substantial Completion Date.
30.	Reserved	Not Applicable.
PART D. Key Security Metrics		
31.	Lien priority	Senior lien on the Pledged Revenues (at parity with the Liens thereon securing the other Parity Obligations and senior to the Liens thereon securing the Subordinate Obligations). The Lien on the Pledged Taxes shall be for the exclusive benefit of the WIFIA Lender (and any subsequent holder of the WIFIA Bond).
32.	Springing lien	Not Applicable.
33.	Dedicated source of repayment for the WIFIA Loan	The Pledged Revenues and the Pledged Taxes. The “ Pledged Revenues ” are, collectively, (a) the Net Revenues, (b) all collections of the “places for eating” sales taxes imposed and collected by the Borrower, the revenues from which are deposited into the Water Fund, and (c) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund, as specified in the WIFIA Bond Ordinance and including

No.	Item	WIFIA Loan Specific Term
		<p>all amounts deposited in or credited to the WIFIA Pledged Revenues Account.</p> <p>The “Pledged Taxes” are the ad valorem property taxes upon all taxable property in the United City of Yorkville, Kendall County, Illinois, without limitation as to rate or amount, as levied by the Borrower pursuant to the WIFIA Bond Ordinance and pledged by the Borrower under the WIFIA Bond Ordinance as security for the WIFIA Bond and including all amounts deposited in or credited to the WIFIA Bond Fund.</p>
34.	Pledged Collateral	<p>The WIFIA Loan (and corresponding WIFIA Bond) shall be secured by (a) the Borrower’s pledge of its full faith and credit and taxing power pursuant to the WIFIA Bond Ordinance, (b) the Pledged Taxes and (c) the Pledged Revenues.</p>
35.	System Accounts	<p>The Water Fund, the WIFIA Pledged Revenues Account, the WIFIA Bond Fund and all other funds, accounts and subaccounts established by or maintained pursuant to the WIFIA Bond Ordinance.</p> <p>The “WIFIA Pledged Revenues Account” is the account established pursuant to Section [15] of the WIFIA Bond Ordinance for the purpose of receiving and disbursing Pledged Revenues from time to time for the payment of the WIFIA Bond.</p> <p>The “WIFIA Bond Fund” is the fund established pursuant to Section [17] of the WIFIA Bond Ordinance for the purpose of receiving and disbursing Pledged Taxes from time to time for the payment of the WIFIA Bond.</p>
36.	Water Fund	<p>Has the meaning ascribed to such term in Section 1 of the WIFIA Bond Ordinance.</p>
37.	WIFIA Debt Service Account	<p>The WIFIA Pledged Revenues Account and the WIFIA Bond Fund.</p>
38.	WIFIA Debt Service Reserve Account	<p>Not Applicable.</p>
39.	WIFIA Debt Service Reserve Requirement	<p>Not Applicable.</p>

No.	Item	WIFIA Loan Specific Term
40.	Revenue Covenant	<p>In addition to any applicable requirements of State law, the Borrower shall fix, charge and collect rates, fees and charges for the System during each Borrower Fiscal Year, which together with all “places for eating” sales taxes imposed, collected and deposited into the Water Fund during such Borrower Fiscal Year:</p> <p>(a) will be at least sufficient to yield Pledged Revenues (excluding Water Fund account balances, as described in clause (c) of the definition thereof) for such Borrower Fiscal Year equal to at least one hundred percent (100%) of the sum of (i) the aggregate debt service payable during such Borrower Fiscal Year with respect to all then Outstanding System Obligations (including the WIFIA Bond), (ii) the aggregate of all fund or account deposits required to be made from Net Revenues during such Borrower Fiscal Year by the terms of the Other Financing Documents, and (iii) the aggregate of all payments required to meet any other obligations of the Borrower that are charges or Liens upon, or that are otherwise payable from, the Net Revenues during such Borrower Fiscal Year; and</p> <p>(b) will be at least sufficient to yield Pledged Revenues (including Water Fund account balances, as described in clause (c) of the definition thereof) for such Borrower Fiscal Year equal to at least one hundred twenty five percent (125%) of the aggregate debt service payable on all then Outstanding Parity Obligations (including the WIFIA Bond).</p>
41.	Additional Bonds Test	<p>In addition to any applicable requirements of State law, the Borrower shall not issue or incur any Additional Parity Obligations unless the conditions in Section 15(a) (<i>Indebtedness</i>) are satisfied and the Borrower shall have demonstrated prior to the issuance or incurrence of such Additional Parity Obligations that, for each Borrower Fiscal Year during which the proposed Additional Parity Obligations are projected to be Outstanding, the Pledged Revenues will be at least equal to one hundred twenty five percent (125%) of the aggregate debt service payable on all Parity Obligations, including the proposed Additional Parity Obligations, and all Subordinate Obligations during each such Borrower Fiscal Year.</p>

No.	Item	WIFIA Loan Specific Term
		<p>Any such demonstration shall be supported by reference to the most recent audited Financial Statements, which shall be for a Borrower Fiscal Year ending not earlier than eighteen (18) months previous to the time of issuance or incurrence of the proposed Additional Parity Obligations. If such audited Financial Statements do not adequately show such Pledged Revenues or if the audited Financial Statements show that such Pledged Revenues are insufficient, then the determination of sufficiency must be supported by the report of an independent accountant or feasibility analyst using economically reasonable assumptions.</p> <p>The Borrower shall not issue or incur any System Obligations other than Parity Obligations in accordance with the foregoing requirements unless the conditions in Section 15(a) (<i>Indebtedness</i>) are satisfied and such System Obligations are Additional Subordinate Obligations that are fully subordinated to the Parity Obligations in priority of payment (as to both principal and interest), voting and priority of security interest in the Pledged Revenues, including with respect to payment from revenues and reserves and payment upon default or acceleration of any such Additional Subordinate Obligations.</p>
42.	Flow of Funds	The requirements and conditions set forth in Annex A (<i>Flow of Funds</i>) hereto.
<p>PART E. Other Key WIFIA Loan Documents</p>		
43.	WIFIA Bond	The bond issued and delivered by the Borrower in substantially the form of Exhibit A (<i>Form of WIFIA Bond</i>).
44.	WIFIA Bond Ordinance	Ordinance No. 2026-01, adopted by the Borrower’s City Council on January 13, 2026 authorizing the execution, delivery and performance by the Borrower of this Agreement and the WIFIA Bond, the levying of the Pledged Taxes and certain related actions by the Borrower in connection with the issuance of the WIFIA Loan.

No.	Item	WIFIA Loan Specific Term
45.	WIFIA Term Sheet	WIFIA term sheet, dated as of the Effective Date, between the Borrower and the WIFIA Lender.
46.	Reserved	Not Applicable.
<i>PART F. Fees</i>		
47.	Servicing Set-Up Fee	A servicing set-up fee equal to \$19,610.
48.	Construction Period Servicing Fee	An annual construction period servicing fee equal to \$19,610.
49.	Initial Construction Period Servicing Fee	The initial Construction Period Servicing Fee in a pro-rated amount equal to \$11,430.
50.	Operating Period Servicing Fee	An annual operating period servicing fee equal to \$9,810.
<i>PART G. Borrower Related Notices</i>		
51.	Borrower notice details	United City of Yorkville, Kendall County, Illinois 651 Prairie Pointe Drive Yorkville, Illinois 60560 Attention: Rob Fredrickson Email: rfredrickson@yorkville.il.us

ANNEX A
FLOW OF FUNDS

The following requirements and conditions contained below constitute the Flow of Funds referenced in Part D of Schedule I to this Agreement. Capitalized terms used in this Annex A shall have the respective meanings assigned to such terms in the WIFIA Bond Ordinance, or otherwise in this Agreement.

[_____.]

SCHEDULE II
PROJECT DETAILS

PART A. Project Budget.

SOURCES OF FUNDS	AMOUNT (\$ USD)	PERCENTAGE (%)
WIFIA Loan	\$151,007,318	67.1%
Revenue Bonds	\$25,444,201	11.3%
SRF Loans	\$29,286,668	13.0%
Borrower Cash	\$269,131	0.1%
Previously Incurred Costs	\$18,992,682	8.4%
Total Sources of Funds	\$225,000,000	100%
USES OF FUNDS	AMOUNT (\$ USD)	PERCENTAGE (%)
Construction	\$173,712,473	77.2%
Design	\$11,607,664	5.2%
Planning	\$7,280,000	3.2%
Land Acquisition	\$349,145	0.2%
WIFIA Program Contingency	\$31,750,718	14.1%
Financing Costs	\$300,000	0.1%
Total Uses of Funds	\$225,000,000	100%
Total Eligible Project Costs	\$225,000,000	100%
Total Project Costs	\$225,000,000	100%

Percentages may not sum to 100% due to rounding.

PART B. Construction Schedule.

Projected Substantial Completion Date: January 1, 2030.

PROJECT ELEMENT	DESIGN COMPLETION	CONSTRUCTION START	CONSTRUCTION END
LM07: DuPage Water Commission Transmission Main	11/30/2025	12/1/2025	12/31/2028
LM09: North Receiving Station	3/31/2025	8/1/2025	12/1/2027
LM10: Northwest Elevated Water Storage Tank	3/31/2025	8/1/2025	12/1/2027
LM11: South Receiving Station	5/31/2025	9/1/2025	12/1/2027
LM12: South Receiving Station Standpipe	4/30/2025	8/1/2025	12/1/2027

LM13: Rte 126 Water Main Improvements	11/30/2025	12/1/2025	10/1/2026
LM16: Water Treatment Plant Decommissioning	4/30/2028	5/1/2028	1/1/2030
WM08: 2024 Water Main Replacement A/B	3/31/2024	4/1/2024	6/30/2025
WM09: 2025 Water Main Replacement	2/28/2025	3/1/2025	6/30/2026
WM10: 2026 Water Main Replacement	2/28/2026	3/1/2026	6/30/2027
WM11: 2027 Water Main Replacement	2/28/2027	3/1/2027	6/30/2028
WM12: 2028 Water Main Replacement	2/28/2028	3/1/2028	6/30/2029

PART C. Existing Construction Contracts.

Contract Name	Effective Date	Amount	Parties	Description
2024 Water Main Replacement Program - A	3/26/2024	\$2,062,156.31	Conley Excavating/City	WM08
2024 Water Main Replacement Program - B	1/24/2024	\$2,573,812.40	Winninger Excavating/City	WM08
2025 Water Main Replacement Program	2/25/2025	\$4,775,774.55	Winninger Excavating/City	WM09
South Receiving Station	10/28/2025	\$6,875,000.00	Whittaker Construction/City	LM11
IL Route 126 Water Main Improvements	11/25/2025	\$2,559,902.21	Austin Tyler Construction/City	LM13
South Receiving Station Standpipe	6/24/2025	\$6,035,736.70	CB&I Storage Solutions/City	LM12
North Receiving Station	4/22/2025	\$6,786,500.00	Whittaker Construction/City	LM09
Northwest Elevated Water Storage Tank	4/22/2025	\$9,998,339.60	CB&I Storage Solutions/City	LM10
DWC Water Transmission Main	9/18/2025	\$48,301,059.73	DuPage Water Commission/D Construction & Benchmark Construction	LM07 – Contract TW-6/25 Section 1 (Book Road)
DWC Water Transmission Main	11/11/2025	\$12,356,369.00	DuPage Water Commission/Airy’s Inc.	LM07 – Contract TW-6/25 Section 2A
DWC Water Transmission Main	11/11/2025	\$10,367,460.00	DuPage Water Commission/Airy’s Inc.	LM07 – Contract TW-6/25 Section 2B

PART D. Project Description.

The project is the Yorkville WaterLink Project, located in northern Illinois, and consists of water supply regionalization and water system improvements that will enable the Borrower, in coordination with neighboring communities, to connect to a new source of water supply through the Commission. The project includes the subprojects set forth in the following table:

Subprojects	Description
LM07: DuPage Water Commission Transmission Main	Yorkville’s cost share for the transmission mains from DuPage Water Commission to two connection points on Yorkville's system. Includes two metering stations, one at each Yorkville connection point.
LM09: North Receiving Station	First of two receiving stations required to connect to and receive supply from DuPage Water Commission. Project may include a delivery and booster pump station, associated piping and valves, electrical and SCADA upgrades, a generator, and a new altitude valve for Northeast elevated water storage tank.
LM10: Northwest Elevated Water Storage Tank	An elevated water storage tank with an approximate capacity of two (2) million gallons. Project may also include a mixing system, yard piping and site work, SCADA implementation, electrical service, landscaping and security fencing.
LM11: South Receiving Station	Second of two receiving stations required to connect and receive supply from DuPage Water Commission. Project may include a delivery and booster pump station, associated piping and valves, electrical and SCADA upgrades, a generator, and security fencing.
LM12: South Receiving Station Standpipe	A standpipe located at the proposed South Receiving Station with an approximate capacity of one (1) to two (2) million gallons. Project may include mixing system, yard piping and site work, SCADA implementation, electrical service, landscaping and security fencing.
LM13: Rt 126 Water Main Improvements	Water main improvement to connect the South Receiving Station, South Pressure Zone, and South Central Pressure Zone.
LM16: Water Treatment Plant Decommissioning	Decommissioning of existing water treatment plants.
WM08: 2024 Water Main Replacement; WM09: 2025 Water Main Replacement; WM10: 2026 Water Main Replacement; WM11: 2027 Water Main Replacement; WM12: 2028 Water Main Replacement	Multi-year, systematic replacement of existing, older or broken water mains to help Yorkville achieve a reduction in water loss.

SCHEDULE III
BORROWER DISCLOSURES

PART A. Existing Indebtedness.

1. Existing Parity Obligations

	Agreement/Series	Outstanding Principal as of Effective Date
1.	General Obligation Bonds (Alternate Revenue Source), Series 2023A, of the Borrower (authorized by Ordinance No. 2023-24, adopted by the Borrower’s City Council on July 11, 2023)	\$9,670,000
2.	General Obligation Bonds (Alternate Revenue Source), Series 2025A, of the Borrower (authorized by Ordinance No. 2024-76, adopted by the Borrower’s City Council on December 10, 2024)	\$25,000,0000
3.		
4.		
5.		

2. Existing Subordinate Obligations

	Agreement/Series	Outstanding Principal as of Effective Date
1.	Loan agreement, dated July 18, 2025, between the Borrower and the Illinois Environmental Protection Agency (the “IEPA”), maturing on November 14, 2055	\$1,531,085
2.	Loan agreement, dated July 2, 2025, between the Borrower and the IEPA, maturing on March 30, 2057	\$0
3.		
4.		
5.		

PART B. Litigation Disclosure.

None

No.	Parties	Date Initiated	Description / Status	Venue

PART C. Environmental Matter Disclosure.

None

SCHEDULE IV

REQUISITION PROCEDURES

This **Schedule IV** sets out the procedures which the Borrower agrees to follow in submitting Requisitions for any Disbursement of the WIFIA Loan. The Borrower expressly agrees to the terms hereof, and further agrees that (i) the rights of the WIFIA Lender contained herein are in addition to (and not in lieu of) any other rights or remedies available to the WIFIA Lender under the WIFIA Loan Documents, and (ii) nothing contained herein shall be construed to limit the rights of the WIFIA Lender to take actions including administrative enforcement action and actions for breach of contract against the Borrower if it fails to carry out its obligations under this Agreement during the term hereof.

PART A. General Requirements.

(a) **Manner of Request:** All requests by the Borrower for a Disbursement shall be made in writing by electronic submission to the WIFIA Lender, in accordance with Section 31 (*Notices*) of this Agreement.

(b) **Required Documentation:** Any request by the Borrower should include the submission of:

(i) a Requisition, in the form attached as **Exhibit D** (*Form of Requisition*), completed and executed by the Borrower's Authorized Representative, and otherwise in form and substance satisfactory to the WIFIA Lender; and

(ii) all Eligible Project Costs Documentation that has not otherwise been provided to the WIFIA Lender in accordance with **Part C of Schedule V** (*Reporting Requirements*) of this Agreement.

(c) **Timing:** Any request for a Disbursement must be received by the WIFIA Lender and the Servicer (if any) at or before 5:00 P.M. (Eastern Time) on either:

(i) the first (1st) Business Day of a calendar month in order to obtain the requested Disbursement by the fifteenth (15th) day of such calendar month; or

(ii) the fifteenth (15th) day of a calendar month, in order to obtain the requested Disbursement by the first (1st) day of the immediately following calendar month;

provided, that, (x) if any such day is not a Business Day, the Disbursement request or payment (as the case may be) shall be made by the next succeeding Business Day; (y) the Borrower shall not request to receive more than one (1) Disbursement per month or every thirty (30) days (whichever is longer); and (z) no Disbursements shall be made after the Final Disbursement Date.

PART B. WIFIA Lender Review Process.

(a) The WIFIA Lender shall review the Requisition and the Eligible Project Costs Documentation for compliance with WIFIA Disbursement requirements.

(b) If a Requisition is approved by the WIFIA Lender, the WIFIA Lender will notify the Borrower of such approval and of the amount so approved. A Requisition containing an apparent mathematical error will be corrected by the WIFIA Lender, after telephonic or email notification to the Borrower, and will thereafter be treated as if submitted in the corrected amount. If the amount requested for Disbursement in the Requisition exceeds the available balance of the WIFIA Loan proceeds remaining to be disbursed, the Disbursement request will be treated as if submitted in the amount of the balance so remaining, and the WIFIA Lender will so notify the Borrower.

(c) The WIFIA Lender shall be entitled to withhold approval (in whole or in part) of any pending or subsequent requests for the Disbursement of WIFIA Loan proceeds if: (i) a Default or an Event of Default shall have occurred and be continuing or (ii) the Borrower (1) knowingly takes any action, or omits to take any action, amounting to fraud or violation of any applicable law, in connection with the transactions contemplated hereby; (2) prevents or materially impairs the ability of the WIFIA Lender to monitor compliance by the Borrower with applicable law pertaining to the Project or with the terms and conditions of this Agreement; (3) fails to observe or comply with any applicable law, or any term or condition of this Agreement; (4) fails to satisfy the conditions set forth in Section 4 (*Disbursement Conditions*) and Section 11(b) (*Conditions Precedent to Disbursements*) of this Agreement; or (5) fails to deliver Eligible Project Costs Documentation satisfactory to the WIFIA Lender at the times and in the manner specified by this Agreement; provided, that in such case of sub-clause (5) above, the WIFIA Lender may, in its sole discretion, partially approve a Requisition in respect of any amounts for which adequate Eligible Project Costs Documentation has been provided and may, in its sole discretion, disburse in respect of such properly documented amounts. The WIFIA Lender will notify the Borrower of any withholding, and the reasons therefor.

(d) A Requisition may be rejected in whole or in part by the WIFIA Lender if it is: (i) submitted without signature; (ii) submitted under signature of a Person other than a Borrower's Authorized Representative; (iii) submitted after prior Disbursement of all proceeds of the WIFIA Loan; or (iv) submitted without adequate Eligible Project Costs Documentation. The WIFIA Lender will notify the Borrower of any Requisition so rejected, and the reasons therefor. Any Requisition rejected for the reasons specified under this paragraph (d) must be resubmitted in proper form in order to be considered for approval.

SCHEDULE V
REPORTING REQUIREMENTS

PART A. Updated Financial Model/Plan.

The Borrower shall provide to the WIFIA Lender, not later than two hundred ten (210) days after the end of each Borrower Fiscal Year, an Updated Financial Model/Plan. The Updated Financial Model/Plan shall reflect the Borrower's reasonable expectations, using assumptions that the Borrower believes to be reasonable, and include: (a) the Borrower's capital improvement plan, major maintenance plan, projected rates and charges, projected debt outstanding and annual debt service, projected Revenues and projected Operation and Maintenance Expenses for a reasonable projection period consistent with the Borrower's operating and financial planning and demonstrating that the Borrower has developed and identified adequate revenues to implement a plan for operating, maintaining, and repairing the Project; (b) evidence of compliance with the Revenue Covenant for the most recent Borrower Fiscal Year for which the Borrower's Financial Statements are available and the projected debt service coverage ratios (including projected Revenue Covenant coverages) through the Forecast Period; and (c) a written narrative identifying any material changes to the underlying assumptions from the previous Updated Financial Model/Plan.

PART B. Annual Financial Statements.

The Borrower shall deliver to the WIFIA Lender, as soon as available, but no later than one hundred eighty (180) days after the end of each Borrower Fiscal Year, a copy of the audited income statement and balance sheet of the Borrower as of the end of such Borrower Fiscal Year and the related audited statements of operations and of cash flow of the Borrower for such Borrower Fiscal Year, (a) setting forth in each case in comparative form the figures for the previous fiscal year, (b) certified without qualification or exception, or qualification as to the scope of the audit, by an independent public accounting firm selected by the Borrower and (c) which shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein (except, with respect to the annual financial statements, for changes approved or required by the independent public accountants certifying such statements and disclosed therein); provided, that the failure of the Borrower to deliver to the WIFIA Lender the annual audited financial statements required under this paragraph within such 180-day period shall not constitute a Default or an Event of Default so long as the Borrower delivers such financial statements within thirty (30) days after the end of such period.

PART C. Construction Monitoring.

(a) The WIFIA Lender shall have the right in its sole discretion to monitor (or direct its agents to monitor) the development of the Project, including environmental compliance, design, and construction of the Project. The Borrower shall be responsible for administering construction oversight of the Project in accordance with applicable federal, state and local

governmental requirements. The Borrower agrees to cooperate in good faith with the WIFIA Lender in the conduct of such monitoring by promptly providing the WIFIA Lender with such reports, documentation or other information as shall be requested by the WIFIA Lender or its agents, including any independent engineer reports, documentation or information.

(b) Construction Monitoring Report. During the period beginning from the first quarter following bid advertisement of the first Construction Contract for the Project, through and until Substantial Completion of the Project, the Borrower shall furnish to the WIFIA Lender, on a quarterly basis, the Construction Monitoring Report. The report shall be delivered to the WIFIA Lender within thirty (30) days of the end of each such quarter (or if such day is not a Business Day, on the next following Business Day). If the then-current projection for the Substantial Completion Date is a date different than the Projected Substantial Completion Date, the Borrower shall provide in the Construction Monitoring Report a description in reasonable detail to the reasonable satisfaction of the WIFIA Lender of the reasons for such projected delay or difference. The Projected Substantial Completion Date shall automatically be adjusted to the new date specified by the Borrower in the Construction Monitoring Report unless the WIFIA Lender objects to the adjustment in writing to the Borrower within sixty (60) days following receipt of such Construction Monitoring Report on the basis that such report does not demonstrate the matters specified in this paragraph.

(c) Quarterly Certification of Eligible Project Costs. If requested by the WIFIA Lender, on a basis not more frequently than quarterly, the Borrower shall submit to the WIFIA Lender, concurrently with the delivery of the Construction Monitoring Report, a certificate, in the form of **Exhibit E** (*Form of Certification of Eligible Project Costs Documentation*), signed by the Borrower's Authorized Representative, and attaching Eligible Project Costs Documentation as applicable. If there are no applicable Eligible Project Costs for such quarter, the Borrower may notify the WIFIA Lender by written confirmation of the same by email in accordance with Section 31 (*Notices*) of the WIFIA Loan Agreement. Within sixty (60) days following the receipt of such certificate and accompanying Eligible Project Costs Documentation (if applicable), the WIFIA Lender shall notify the Borrower confirming (i) which Eligible Project Costs incurred by the Borrower set forth in the certification have been approved or denied (and, if denied, the reasons therefor) and (ii) the cumulative amount of Eligible Project Costs that have been approved as of the date of such notice. Any such approved amounts of Eligible Project Costs shall then be deemed to be available for Disbursement at such time as the Borrower submits a Requisition in respect of such approved amounts in accordance with Section 4 (*Disbursement Conditions*).

(d) Final Specifications. The Borrower shall deliver to the WIFIA Lender, prior to bid advertisement for the Project (including each sub-project or component, if applicable), a copy of the final specifications relating to the development and construction of the Project (or such sub-project or component, as the case may be), demonstrating compliance with all applicable federal requirements and including a summary of the scope of work thereunder.

PART D. Public Benefits Report

The Borrower shall deliver to the WIFIA Lender the Public Benefits Report (a) no later than thirty (30) days prior to the Effective Date, (b) within ninety (90) days following the Substantial Completion Date and (c) within ninety (90) days following the fifth (5th) anniversary of the

Substantial Completion Date. The Borrower agrees that information described in the Public Benefits Report may be made publicly available by the WIFIA Lender at its discretion.

PART E. Notices.

(a) The Borrower shall, within fifteen (15) days (or such other time as may be specified below) after the Borrower learns of the occurrence, give the WIFIA Lender notice of any of the following events or receipt of any of the following notices, as applicable, setting forth details of such event:

(i) Substantial Completion: the occurrence of Substantial Completion, such notice to be provided in the form set forth in **Exhibit G** (*Form of Certificate of Substantial Completion*);

(iii) Defaults; Events of Default: any Default or Event of Default;

(iv) Litigation: (1) the filing of any litigation, suit or action, or the commencement of any proceeding, against the Borrower before any arbitrator, Governmental Authority, alternative dispute resolution body, or other neutral third party, that could reasonably be expected to have a Material Adverse Effect, and (2) any final, non-appealable judgment related to the Pledged Collateral that could reasonably be expected to result in the impairment of (A) the Borrower's ability to comply with any of its payment obligations under the WIFIA Bond or this Agreement or (B) the existence, priority or perfection (if applicable) of the WIFIA Lender's security interest in the Pledged Collateral;

(v) Delayed Governmental Approvals: any failure to receive or delay in receiving any Governmental Approval or making any required filing, notice, recordation or other demonstration to or with a Governmental Authority, in each case to the extent such failure or delay will or could reasonably be expected to result in a delay to any major milestone date (including the Projected Substantial Completion Date) set forth in the Construction Schedule, together with a written explanation of the reasons for such failure or delay and the Borrower's plans to remedy or mitigate the effects of such failure or delay;

(vi) Environmental Notices: any material notice of violation related to the Project or any material change to the Project that could reasonably be expected to affect the NEPA Determination;

(vii) Amendments: except as otherwise agreed by the WIFIA Lender in writing, copies of any fully executed amendments, modifications, replacements or supplements to any Related Document or Commission Agreement; provided, that such notice may be accomplished through the posting of the relevant documents on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement;

(viii) Related Document Defaults: any material breach or default or event of default on the part of the Borrower or any other party under any Related Document or Commission Agreement; provided, that such notice may be accomplished through the

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posting of the relevant documents on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement;

(ix) Uncontrollable Force: the occurrence of any Uncontrollable Force that could reasonably be expected to materially and adversely affect the Project;

(x) Ratings Changes: any change in the rating assigned to the WIFIA Loan or any other System Obligations, in each case by any Nationally Recognized Rating Agency that has provided a public rating on such indebtedness, and any notices, reports or other written materials (other than those that are ministerial in nature) received from any such rating agencies; provided, that such notice may be accomplished through the posting of the relevant documents on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement;

(xi) 2 C.F.R. § 180.350 Notices: any notification required pursuant to 2 C.F.R. § 180.350, whether attributable to a failure by the Borrower to disclose information previously required to have been disclosed or due to the Borrower or any of its principals meeting any of the criteria set forth in 2 C.F.R. § 180.335;

(xii) Issuance of System Obligations: copies of any final issuing instrument (together with any continuing disclosure documents, ordinances, official statement, certifications or cash flow projections in connection therewith), prepared in connection with the incurrence of any Permitted Debt (including any Additional System Obligations), together with a confirmation by the Borrower that such additional indebtedness satisfies the applicable requirements under the definition of “Permitted Debt”; provided, that such notice may be accomplished through the posting of the relevant documents on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement;

(xiii) Postings on EMMA: the posting of any document on EMMA in accordance with the requirements of any continuing disclosure agreement or similar document with respect to any Outstanding System Obligations relating to annual financial information and operating data and the reporting of significant events; provided, that such notice may be accomplished through the posting of the relevant document on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement;

(xiv) SAM / UEI: any change in the Borrower’s SAM registration status (including any exclusions, expiration or inactive registration) or UEI (including any expiration or change in effectiveness); provided, that such notice may be accomplished through the posting of the relevant document on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement;

(xv) Reorganization, Consolidation or Merger: the occurrence of any reorganization, consolidation, or merger, together with the agreements and documents authorizing the reorganization, consolidation or merger; and

(xvi) Fiscal Year: any change to or adoption of any fiscal year other than the Initial Borrower Fiscal Year; provided, that such notice may be accomplished through the posting of the relevant document on EMMA under the WIFIA CUSIP Number with a reference to the relevant WIFIA provision of this Agreement; and

(xvii) Other Adverse Events: the occurrence of any other event or condition, including without limitation any notice of breach from a contract counterparty or any holder of any System Obligations, that could reasonably be expected to result in a Material Adverse Effect.

(b) The Borrower shall, at any time while the WIFIA Loan remains Outstanding, promptly deliver to the WIFIA Lender such additional information regarding the business, financial, legal or organizational affairs of the Borrower or regarding the System, the Project or the System Revenues as the WIFIA Lender may from time to time reasonably request. The Borrower agrees that the delivery of any documents or information under and pursuant to this Agreement shall not be construed as compliance with, or affect in any manner, any obligations of the Borrower under any other contracts, agreements, decrees, Governmental Approvals, or other documents with EPA (other than the WIFIA Loan Documents) or the Federal Government.

SCHEDULE VI

WIFIA LOAN AMORTIZATION SCHEDULE¹

[To be attached with final interest rate on the Effective Date]

¹ WIFIA Underwriter to work with Borrower to provide an initial amortization schedule that is shared with the transaction team prior to closing. The final schedule will be finalized on the day of closing to account for the final interest rate.

EXHIBIT A

FORM OF WIFIA BOND

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF KENDALL
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
GENERAL OBLIGATION BOND (ALTERNATE REVENUE SOURCE),
SERIES 2026A**

YORKVILLE WATERLINK PROJECT

**(WIFIA ID – N22149IL)
WIFIA BOND**

Interest Rate	Final Maturity Date	Dated Date	WIFIA CUSIP
[]%, subject to the Default Rate (as defined and in accordance with the WIFIA Loan Agreement)	January 1, 2065, subject to adjustment as set forth in the WIFIA Loan Agreement	[]	987354 BL0
Registered Owner	UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator of the Environmental Protection Agency		
Maximum Principal Amount	\$170,000,000 (excluding capitalized interest)		

KNOW ALL PERSONS BY THESE PRESENTS, that the **UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS**, a municipality and political subdivision of the State of Illinois created in accordance with and validly existing under the Constitution and laws thereof (the “**Borrower**”), hereby acknowledges itself to owe and for value received promises to pay to the order of the **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**, acting by and through the Administrator of the United States Environmental Protection Agency, or its assigns (the “**WIFIA Lender**”), the lesser of (x) the Maximum Principal Amount set forth above and (y) the aggregate unpaid principal amount of all Disbursements made by the WIFIA Lender (such lesser amount, together with any interest that is capitalized and added to principal in accordance with the provisions of the WIFIA Loan Agreement (as defined below), being hereinafter referred to as the “**Outstanding Principal Sum**”), together with accrued and unpaid

interest (including, if applicable, interest at the Default Rate, as defined in the WIFIA Loan Agreement) on the Outstanding Principal Sum and all fees, costs and other amounts payable in connection therewith, all as more fully described in that certain WIFIA Loan Agreement, dated as of the date hereof, between the WIFIA Lender and the Borrower (the “**WIFIA Loan Agreement**”). All capitalized terms used in this WIFIA Bond and not defined herein shall have the meanings set forth in the WIFIA Loan Agreement.

The WIFIA Debt Service hereof shall be payable in the amounts, manner and on the Payment Dates as set forth in the WIFIA Loan Amortization Schedule in accordance with the WIFIA Loan Agreement (which WIFIA Loan Amortization Schedule may be revised from time to time in accordance with the WIFIA Loan Agreement and which WIFIA Loan Amortization Schedule, as modified from time to time in accordance with the terms of the WIFIA Loan Agreement, is incorporated in and is a part of this WIFIA Bond), until paid in full. The WIFIA Lender is hereby authorized to modify the WIFIA Loan Amortization Schedule from time to time to reflect the amount of each Disbursement made thereunder and the date and amount of principal or interest paid by the Borrower thereunder and otherwise in accordance with the terms of the WIFIA Loan Agreement. Absent manifest error, the WIFIA Lender’s determination of such matters as set forth on the WIFIA Loan Amortization Schedule to the WIFIA Loan Agreement shall be conclusive evidence thereof; provided, however, that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner the Borrower’s obligations hereunder or under any other WIFIA Loan Document.

Payments hereon are to be made in accordance with Section 8(b) (*Manner of Payment*) and Section 31 (*Notices*) of the WIFIA Loan Agreement as the same become due. Principal of and interest on this WIFIA Bond shall be made in Dollars and in immediately available funds (without counterclaim, offset or deduction). Any payment in respect of this WIFIA Bond shall be treated as a payment in respect of the WIFIA Loan and any prepayment of principal in respect of the WIFIA Loan shall be treated as a redemption in respect of this WIFIA Bond. If the Final Maturity Date is adjusted in accordance with the WIFIA Loan Agreement, the due date of this WIFIA Bond shall be deemed to be amended to change the due date to such revised Final Maturity Date without any further action required on the part of the Borrower or the WIFIA Lender and such amendment shall in no way amend, modify or affect the other provisions of this WIFIA Bond without the prior written agreement of the WIFIA Lender. Any such amendment shall be reflected in a revised WIFIA Loan Amortization Schedule.

This WIFIA Bond has been executed under and pursuant to the WIFIA Loan Documents and is issued pursuant to the WIFIA Bond Ordinance to evidence the obligation of the Borrower under the WIFIA Loan Documents to repay the loan made by the WIFIA Lender and any other payments of any kind required to be paid by the Borrower under the WIFIA Loan Agreement or the other WIFIA Loan Documents referred to therein. Reference is made to the WIFIA Loan Agreement for all details relating to the Borrower’s obligations hereunder.

This WIFIA Bond is issued pursuant to Section 15 of the Debt Reform Act and the Illinois Municipal Code, as amended (the “**Municipal Code**”) and all laws amendatory thereof or supplementary thereto. This WIFIA Bond is issued pursuant to the Debt Reform Act for the purpose of providing for the enhancement of the System through the Project. This WIFIA Bond

is a general obligation Alternate Bond payable from the Pledged Revenues and the Pledged Taxes, all in accordance with the Debt Reform Act and the Municipal Code.

Payment of the obligations of the Borrower under this WIFIA Bond is secured by Liens on the Pledged Collateral pursuant to the WIFIA Loan Documents. This WIFIA Bond is a Parity Obligation entitled to all of the benefits of a Parity Obligation under the WIFIA Loan Documents and all other Parity Obligation Documents.

The Lien on the Pledged Revenues securing this WIFIA Bond is and shall be (a) on a parity in right of payment and right of security to the Liens on the Pledged Revenues in favor of all other Parity Obligations and (b) senior in right of payment and right of security to any Lien on the Pledged Revenues in favor of any Subordinate Obligations.

The Pledged Taxes shall be used only for the purpose of paying principal of and interest on this WIFIA Bond. The Borrower's full faith and credit and taxing power are irrevocably pledged hereunder for the payment of this WIFIA Bond. The Borrower shall levy, extend and collect the Pledged Taxes for the payment of this WIFIA Bond, subject only to the Borrower's right to abate the levy of the Pledged Taxes to the extent of the funding of the Water Fund from the Pledged Revenues for the payment of WIFIA Debt Service, as further described in the WIFIA Loan Documents.

This WIFIA Bond is issued for a lawful corporate purpose. This WIFIA Bond does not and will not constitute an indebtedness of the Borrower within the meaning of any constitutional provision or limitation, unless the Pledged Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting this WIFIA Bond, in which case the amount of this WIFIA Bond then outstanding shall be included in the computation of indebtedness of the Borrower for purposes of all statutory provisions or limitations until such time as an audit of the Borrower shall show that this WIFIA Bond shall have been paid from the Pledged Revenues for a complete fiscal year, in accordance with the Debt Reform Act.

This WIFIA Bond may be prepaid at the option of the Borrower, without penalty or premium, (i) in full on any date on or after the Final Disbursement Date or (ii) in part on any Payment Date on or after the Final Disbursement Date (and, if in part, the amounts thereof to be prepaid are to be determined by the Borrower; provided, such prepayments shall be in principal amounts of at least \$500,000 or any integral multiple of \$1.00 in excess thereof), in each case from time to time but not more than once annually in accordance with the WIFIA Loan Agreement.

Any delay on the part of the WIFIA Lender in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent default.

All acts, conditions and things required by the Constitution and laws of the State to happen, exist, be done, or be performed precedent to and in the issuance of this WIFIA Bond have happened, exist, have been done and have been performed in regular and due form and time as required. This WIFIA Bond is issued with the intent that the federal laws of the United States of America shall govern its construction to the extent such federal laws are applicable and the internal laws of the State shall govern its construction to the extent such federal laws are not applicable.

Provision has been made for the collection of the Pledged Revenues, the levy and collection of the Pledged Taxes, and the segregation of the Pledged Collateral to pay the interest hereon as it falls due and also to pay and discharge the principal hereof as it falls due.

The Borrower hereby covenants and agrees that it will properly account for said Pledged Collateral and will comply with all the covenants of and maintain the funds and accounts as provided by the WIFIA Loan Documents and, as applicable, the other Parity Obligation Documents.

This WIFIA Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed manually by the City Treasurer (the “**Authenticating Agent**”) as the authenticating agent of the Borrower for this issue.

[Signature page follows.]

IN WITNESS WHEREOF, the UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS has caused this WIFIA Bond to be executed in its name and attested by its duly authorized officer and has caused its seal to be affixed hereto or printed hereon, all as of the Dated Date set forth above.

**UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS**
by its authorized representative

(SEAL)

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

[Signature Page to WIFIA Bond]

Exhibit A-5

3964889.6 047899 CTR

CERTIFICATE OF AUTHENTICATION

This WIFIA Bond is the WIFIA Bond described in the within-mentioned WIFIA Bond Ordinance.

Dated as of the Dated Date set forth above.

TREASURER OF THE UNITED CITY OF
YORKVILLE, KENDALL COUNTY,
ILLINOIS

By: _____
City Treasurer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby unconditionally sells, assigns and transfers unto _____

(Please Insert Social Security or other identifying number of Assignee(s)):

the within WIFIA Bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the said WIFIA Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within WIFIA Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B

FORM OF CLOSING CERTIFICATE

Reference is made to that certain WIFIA Loan Agreement, dated as of [____], 2026 (the “**WIFIA Loan Agreement**”), by and among the United City of Yorkville, Kendall County, Illinois (the “**Borrower**”) and the United States Environmental Protection Agency, acting by and through the Administrator (the “**WIFIA Lender**”). Capitalized terms used in this certificate and not defined shall have the respective meanings ascribed to such terms in the WIFIA Loan Agreement.

In connection with Section 11(a) (*Conditions Precedent to Effectiveness*) of the WIFIA Loan Agreement, the undersigned, as the Borrower’s Authorized Representative, does hereby certify on behalf of the Borrower and not in his/her personal capacity, as of the date hereof:

- (a) pursuant to Section 11(a)(v) of the WIFIA Loan Agreement, attached hereto as Annex A is an incumbency certificate that lists persons, together with their positions and specimen signatures, who are duly authorized by the Borrower to execute the WIFIA Loan Documents to which the Borrower is or will be a party, and who have been appointed as a Borrower’s Authorized Representative in accordance with Section 21 (*Borrower’s Authorized Representative*) of the WIFIA Loan Agreement;
- (b) pursuant to Section 11(a)(ii) of the WIFIA Loan Agreement, the Borrower has delivered to the WIFIA Lender copies of (i) the Parity Obligation Documents with respect to the Existing Parity Obligations, and (ii) any Other Financing Document with respect to which all or a portion of the proceeds are or will be applied to fund all or any portion of Total Project Costs, in each case that has been entered into on or prior to the Effective Date, and each such document is complete, fully executed, and in full force and effect, and all conditions contained in the Related Documents that are necessary to the closing of the WIFIA transaction contemplated hereby (if any) have been fulfilled;
- (c) pursuant to Section 11(a)(v)(A) of the WIFIA Loan Agreement, (i) the Maximum Principal Amount, together with the amount of any other credit assistance provided under the Act to the Borrower, does not exceed eighty percent (80%) of reasonably anticipated Eligible Project Costs; (ii) the aggregate amount of Eligible Project Costs previously incurred prior to the Effective Date does not exceed twenty percent (20%) of Eligible Project Costs; and (iii) the total federal assistance provided to the Project, including the Maximum Principal Amount, does not exceed eighty percent (80%) of Total Project Costs;
- (d) pursuant to Section 11(a)(v)(B) of the WIFIA Loan Agreement, the Borrower is in compliance with NEPA and any applicable federal, state or local environmental review and approval requirements with respect to the Project;
- (e) pursuant to Section 11(a)(v)(C) of the WIFIA Loan Agreement, the Borrower has (i) obtained a FEIN, as evidenced by the Borrower’s W-9 which is included in the

closing transcripts for the WIFIA Loan, and a UEI, in each case as set forth on Part A of Schedule I (*WIFIA Loan Specific Terms*) to the WIFIA Loan Agreement, and (ii) registered with SAM and obtained confirmation of active SAM registration status, which confirmation is included in the closing transcripts for the WIFIA Loan;

- (f) pursuant to Section 11(a)(v)(D) of the WIFIA Loan Agreement, the Borrower has obtained the WIFIA CUSIP Number, as set forth on Part A of Schedule I (*WIFIA Loan Specific Terms*) to the WIFIA Loan Agreement, and which confirmation is included in the closing transcripts for the WIFIA Loan;
- (g) pursuant to Section 11(a)(v)(E) of the WIFIA Loan Agreement, the representations and warranties of the Borrower set forth in the WIFIA Loan Agreement and in each other WIFIA Loan Document to which the Borrower is a party are true and correct on and as of the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct as of such earlier date;
- (h) pursuant to Section 11(a)(v)(F) of the WIFIA Loan Agreement, no Material Adverse Effect, or any event or condition that could reasonably be expected to have a Material Adverse Effect, has occurred or arisen since the date of the Application; and
- (i) pursuant to Section 11(a)(vi) of the WIFIA Loan Agreement, the rating letter delivered to the WIFIA Lender pursuant to such Section 11(a)(vi) has not been reduced, withdrawn or suspended as of the Effective Date.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first mentioned above.

**UNITED CITY OF YORKVILLE, KENDALL
COUNTY, ILLINOIS,**
by its authorized representative

By: _____
Name:
Title:

ANNEX A

INCUMBENCY CERTIFICATE

The undersigned certifies that he/she is the City Clerk of the United City of Yorkville, Kendall County, Illinois, a non-home-rule municipality and political subdivision of the State of Illinois (the “**Borrower**”), and as such he/she is authorized to execute this certificate and further certifies that the following persons have been elected or appointed, are qualified, and are now acting as officers or authorized persons of the Borrower in the capacity or capacities indicated below, and that the signatures set forth opposite their respective names are their true and genuine signatures. He/She further certifies that any of the officers listed below is authorized to sign agreements and give written instructions with regard to any matters pertaining to the WIFIA Loan Documents as the Borrower’s Authorized Representative (each as defined in that certain WIFIA Loan Agreement, dated as of the date hereof, between the Borrower and the United States Environmental Protection Agency, acting by and through the Administrator):

<u>Name</u>	<u>Title</u>	<u>Signature</u>
[_____]	[_____]	_____
[_____]	[_____]	_____
[_____]	[_____]	_____
[_____]	[_____]	_____
[_____]	[_____]	_____

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this certificate as of this
[] day of [], 2026.

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

by its authorized representative

By: _____

Name:

Title:

EXHIBIT C

FORM OF PUBLIC BENEFITS REPORT

Pursuant to [Section 11(a)(vii) and] Part D of Schedule V (*Reporting Requirements*) of the WIFIA Loan Agreement (as defined below), the United City of Yorkville, Kendall County, Illinois (the “**Borrower**”) is providing this Public Benefits Report in connection with the Yorkville WaterLink Project (WIFIA ID – N22149IL). Capitalized terms used in this certificate and not defined shall have the respective meanings ascribed to such terms in the WIFIA Loan Agreement dated [____], 2026 (the “**WIFIA Loan Agreement**”), between the Borrower and the United States Environmental Protection Agency, acting by and through the Administrator.

Reporting Period: [Prior to the Effective Date][within ninety (90) days following the Substantial Completion Date][within ninety (90) days following the fifth (5th) anniversary of the Substantial Completion Date]

(i) The number of total jobs and direct jobs projected to be created by the Project during the period between the Effective Date and the Substantial Completion Date:

WIFIA projects that the Project will create [] total jobs, of which the Borrower projects [] will be direct jobs.

(ii) Indicate (yes or no) whether the Project will assist the Borrower in complying with applicable regulatory requirements, and if yes, describe how the project assists with regulatory compliance:

Yes

If yes, additional description: []

No

(iii) The Project will assist the Borrower with the following environmental measure:

[].

EXHIBIT D

FORM OF REQUISITION

VIA EMAIL

United States Environmental Protection Agency¹
1200 Pennsylvania Avenue NW
WJC-E 7334A
Washington, D.C. 20460
Attention: WIFIA Director
Email: WIFIA_Portfolio@epa.gov

Re: United City of Yorkville, Kendall County, Illinois – Yorkville WaterLink Project (WIFIA ID – N22149IL)

Ladies and Gentlemen:

Pursuant to Section 4 (*Disbursement Conditions*) and Schedule IV (*Requisition Procedures*) of the WIFIA Loan Agreement, dated as of [____], 2026 (the “**WIFIA Loan Agreement**”), by and between the UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS (the “**Borrower**”) and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator (the “**WIFIA Lender**”), the Borrower hereby requests a Disbursement in the amount set forth below in respect of Eligible Project Costs paid or incurred by the Borrower. Capitalized terms used but not defined herein have the meaning set forth in the WIFIA Loan Agreement.

In connection with this Requisition, the undersigned, as the Borrower’s Authorized Representative, hereby represents and certifies the following:

1.	Project name	Yorkville WaterLink Project
2.	Borrower name	United City of Yorkville, Kendall County, Illinois
3.	WIFIA Loan ID	N22149IL
4.	Borrower UEI	E646HGMGZF83
5.	Borrower FEIN	36-6006169
6.	Requisition number	[__]
7.	Requested Disbursement amount	[\$__]
8.	Requested date of Disbursement (the “Disbursement Date”)²	[__]
9.	Total amounts previously disbursed under the WIFIA Loan Agreement	[\$__]

¹ If there is a Servicer for the WIFIA Loan, provide a copy to the Servicer as well and include its notice details here.

² Note this should be the actual disbursement date on which the Borrower requests to receive the funds, not the date that this Requisition form is submitted to the WIFIA Lender.

10.	ACH transfer instructions	[]
-----	----------------------------------	-----

11. As of the date hereof, and immediately after giving effect to the Disbursement of WIFIA Loan proceeds requested under this Requisition, (a) no Default or Event of Default and no event of default under any other Related Document has occurred and is continuing and (b) no event that, with the giving of notice or the passage of time or both, would constitute an event of default under any other Related Document, has occurred and is continuing.
12. No Material Adverse Effect, or any event or condition that could reasonably be expected to have a Material Adverse Effect, has occurred since the Effective Date.
13. The aggregate amount of all Disbursements (including the requested Disbursement amount under this Requisition but excluding any interest that is capitalized in accordance with the WIFIA Loan Agreement) does not exceed (a) the Maximum Principal Amount or (b) the amount of Eligible Project Costs paid or incurred by the Borrower.
14. The Eligible Project Costs for which reimbursement or payment is being requested has not been reimbursed or paid by any previous disbursement of (a) WIFIA Loan proceeds or (b) any other source of funding for the Project as identified in the Project Budget.
15. The Borrower, and each of its contractors and subcontractors at all tiers with respect to the Project, has complied with all applicable laws, rules, regulations and requirements, including 40 U.S.C. §§ 3141-3144, 3146, and 3147 (relating to Davis-Bacon Act requirements) (and regulations relating thereto) and 33 U.S.C. § 3914 (relating to American iron and steel products). Supporting documentation, such as certified payroll records and certifications for all iron and steel products used for the Project, are being maintained and are available for review upon request by the WIFIA Lender.
16. The representations and warranties of the Borrower set forth in the WIFIA Loan Agreement and in each other WIFIA Loan Document are true and correct as of the date hereof and as of the Disbursement Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties are true and correct as of such earlier date).
17. The Borrower has delivered all required deliverables under and in compliance with the requirements of Schedule V (*Reporting Requirements*), except as has been otherwise agreed by the WIFIA Lender.³
18. The amount hereby being requested for Disbursement is with respect to Eligible Project Costs for which [all][a portion][none] of the Eligible Project Costs Documentation was previously submitted to and approved by the WIFIA Lender in accordance with Schedule IV (*Requisition Procedures*) and Schedule V (*Reporting Requirements*) of the WIFIA Loan Agreement. The [following table below][attached excel sheet] sets out a summary of any Eligible Project Costs that have not otherwise been previously submitted to the WIFIA

³ The most recent quarterly progress report should set out a summary of the progress of construction of the Project, as well as a general description of the work done for which the funds being requisitioned are being applied and a summary of any material changes/risks. If not, PM should request additional information (including a risk register, if applicable).

Lender for approval, and supporting Eligible Project Costs Documentation in respect of such new Eligible Project Costs is attached hereto. ⁴

								WIFIA USE ONLY	
Vendor or Contractor Name ⁵	Invoice Number ⁶	Invoice Date	Payment Date	Invoice Amount	WIFIA Requested Amount ⁷	Activity Type ⁸	Description of Activity ⁹	Approved Amount	Notes

The undersigned acknowledges that if the Borrower makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with the Project, the Government reserves the right to impose on the Borrower the penalties of 18 U.S.C. § 1001, to the extent the Government deems appropriate.

Date: _____

**UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS,**
by its authorized representative

By: _____
Name:
Title: _____

⁴ See Schedules IV and V and Exhibit E of the WIFIA Loan Agreement for additional details on EPC Documentation.

⁵ If seeking reimbursement for internal costs, enter “Internally financed activities.”

⁶ Vendor’s number indicated on the invoice sent to the Borrower.

⁷ If the amount requested for reimbursement by the WIFIA Lender is less than the total amount of the invoice, include an explanation for the difference.

⁸ Specify whether activity is: (a) **Development phase activity**, which includes planning, preliminary engineering, design, environmental review, revenue forecasting and other pre-construction activities; (b) **Construction**, which includes construction, reconstruction, rehabilitation and replacement activities; (c) **Acquisition of real property**, which includes acquiring an interest in real property, environmental mitigation, construction contingencies and acquisition of equipment; (d) **Carrying costs**, including capitalized interest, as necessary to meet market requirements, reasonably required reserve funds, capital issuance expenses and other carrying costs during construction; (e) **WIFIA fees**, including for application and credit processing; or (f) **Other**, with an explanation in the “Description of Activity” column.

⁹ Provide a brief description of the activities included in the invoice for which WIFIA funds are being requested and any other notes that will aid in the review of the disbursement request.

EXHIBIT E

FORM OF CERTIFICATION OF ELIGIBLE PROJECT COSTS DOCUMENTATION

VIA EMAIL

United States Environmental Protection Agency¹
1200 Pennsylvania Avenue NW
WJC-E 7334A
Washington, D.C. 20460
Attention: WIFIA Director
Email: WIFIA_Portfolio@epa.gov

Re: United City of Yorkville, Kendall County, Illinois – Yorkville WaterLink Project (WIFIA ID – N22149IL)

Ladies and Gentlemen:

Pursuant to Part C of Schedule V (*Reporting Requirements*) of the WIFIA Loan Agreement, dated as of [____], 2026 (the “**WIFIA Loan Agreement**”), by and between the UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS (the “**Borrower**”) and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator (the “**WIFIA Lender**”), the Borrower hereby presents this certificate in connection with the Borrower’s delivery of Eligible Project Costs Documentation to the WIFIA Lender. Capitalized terms used but not defined herein have the meaning set forth in the WIFIA Loan Agreement.

The undersigned does hereby represent and certify the following:

1. This certificate is being delivered to the WIFIA Lender in connection with the Eligible Project Costs during the period between [____] and [____] (the “**Quarterly Period**”).
2. A summary of the Eligible Project Costs incurred, invoiced and/or paid (as the case may be) is set out in the [attached excel sheet][table on the following page:]

¹ If there is a Servicer for the WIFIA Loan, provide a copy to the Servicer as well and include its notice details here.

							WIFIA USE ONLY	
Vendor or Contractor Name ²	Invoice Number ³	Invoice Date	Payment Date	Invoice Amount	Activity Type ⁴	Description of Activity ⁵	Approved Amount	Notes

3. The anticipated sources of funding for such Eligible Project Costs are [listed below][set forth in the attached excel sheet].
4. Supporting Eligible Project Costs Documentation for the above Eligible Project Costs for the Quarterly Period are also attached hereto.⁶
5. The most recently delivered Construction Monitoring Report delivered in accordance with Part C of Schedule V (*Reporting Requirements*) sets out a summary of the progress of construction of the Project, no change has occurred since the date of such Construction Monitoring Report that could reasonably be expected to cause a Material Adverse Effect, and the Borrower is otherwise in compliance with Part C of Schedule V (*Reporting Requirements*).

Date: _____

**UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS,**
by its authorized representative⁷

By: _____
Name: _____
Title: _____

² If the expectation is to seek reimbursement for internal costs, enter "Internally financed activities."

³ Vendor's number indicated on the invoice sent to the Borrower.

⁴ Specify whether activity is: (a) **Development phase activity**, which includes planning, preliminary engineering, design, environmental review, revenue forecasting and other pre-construction activities; (b) **Construction**, which includes construction, reconstruction, rehabilitation and replacement activities; (c) **Acquisition of real property**, which includes acquiring an interest in real property, environmental mitigation, construction contingencies and acquisition of equipment; (d) **Carrying costs**, including capitalized interest on other Project-related System Obligations during construction, as necessary to meet market requirements, reasonably required reserve funds, capital issuance expenses and other carrying costs during construction; (e) **WIFIA fees**, including for application and credit processing; or (f) **Other**, with an explanation in the "Description of Activity" column.

⁵ Provide a brief description of the activities included in the invoice for which WIFIA funds are being requested and any other notes that will aid in the review of the documentation.

⁶ See Schedules IV and V of the WIFIA Loan Agreement for additional details on EPC Documentation.

⁷ To be executed by the Borrower's Authorized Representative.

EXHIBIT F

FORM OF CONSTRUCTION MONITORING REPORT

VIA EMAIL

United States Environmental Protection Agency
1200 Pennsylvania Avenue NW
WJC-E 7334A
Washington, DC 20460
Attn: WIFIA Director
Email: WIFIA_Portfolio@epa.gov

Re: United City of Yorkville, Kendall County, Illinois – Yorkville WaterLink Project (WIFIA ID – N22149IL)

This Construction Monitoring Report for the period of [*insert relevant quarterly period*] (the “**Quarterly Period**”) is provided pursuant to Part C of Schedule V (*Reporting Requirements*) of the WIFIA Loan Agreement, dated as of [____], 2026 (the “**WIFIA Loan Agreement**”), by and between the UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS (the “**Borrower**”) and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator of the Environmental Protection Agency (the “**WIFIA Lender**”). Unless otherwise defined herein, all capitalized terms in this Construction Monitoring Report have the meanings assigned to those terms in the WIFIA Loan Agreement.

1. **Project Status.** Provide a narrative summary of the Project’s construction progress during the Quarterly Period, including with respect to the Project components or sub-projects where appropriate. Complete the table in Appendix A to update the Project scope, schedule, and costs with the latest information.

--

2. **Current Projected Substantial Completion Date:**

--

If the current Projected Substantial Completion Date differs than the date set forth in the Construction Monitoring Report most recently delivered to the WIFIA Lender (or, if no such report has yet been provided, the date of the Projected Substantial Completion Date set forth in the WIFIA Loan Agreement as of the Effective Date), provide a description in reasonable detail for such projected delay or difference:

--

3. **Material Problems (if any)**

Note any problems encountered or anticipated during the construction of the Project during the Quarterly Period that (1) impedes Project completion within the scope, costs, and schedule outlined in the WIFIA Loan Agreement or (2) relates to unforeseen complications in connection with the construction of the Project. This may include commissioning/start-up issues, constructability issues for the Project as planned, adverse impacts to Project surroundings, changes in or issues with meeting environmental or federal compliance requirements, and unanticipated or abnormal permit approval timelines. Include an assessment of the impact and any current plans to address the problems.

4. Other Matters Related to the Project (if applicable)

Date: _____

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

By: _____

Name: _____

Title: _____

APPENDIX A ¹

Project Scope					Project Schedule						Project Costs		
Project Component	Complete (Y/N)	Description	Location	Covered by existing NEPA?	Contract/Vendor	Bid Advertisement Date	Contract Award Date	NTP Effective Date	Original Substantial Completion Date	Estimated Substantial Completion Date	Original Contract Amount	Estimated Costs to Complete	Costs Earned or Paid to Date
Total													

Table Definitions:

Project Component – project name or ID as tracked by the borrower

Complete (Y/N) – indication that project is complete, and no additional updates will be provided

Description – brief overview of scope of work for the project component.

Location – physical project boundaries

Covered by existing NEPA? – refer to the environmental review documents that is the basis for the NEPA finding. Is the project within the geographic scope and scope of activities described in the documents?

Contract/Vendor – the contract identifier and contractor that is/will be completing the project construction.

Bid Advertisement Date – the date the bid was advertised

Contract Award Date – the date the contract was awarded

NTP Effective Date – the effective date to proceed with the construction in the Notice to Proceed

Original Substantial Completion Date – the substantial completion date for the given project as noted in the original contract award

Estimated Substantial Completion Date – the latest date estimate for substantial completion for the given project component

Original Contract Amount – the original contract award amount

Estimated Costs to Complete – the latest cost estimates to complete the given project component

Costs Earned or Paid to Date – the latest incurred contract costs for the given project component

Total – Total the cost amounts across all project components and contracts

¹ Appendix A summarizes all project components that will be bid in the next quarter, are currently under construction, or have completed construction. It should be a cumulative list of projects that is updated each quarter. A Microsoft Excel spreadsheet with similar table format is acceptable.

EXHIBIT G

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

[Letterhead of Borrower]

[Date]

VIA EMAIL

United States Environmental Protection Agency
1200 Pennsylvania Avenue NW
WJC-E 7334A
Washington, DC 20460
Attn: WIFIA Director
Email: WIFIA_Portfolio@epa.gov

Project: Yorkville WaterLink Project (WIFIA ID – N22149IL)

Dear Director:

This Notice is provided pursuant to Part E of Schedule V (*Reporting Requirements*) of that certain WIFIA Loan Agreement (the “**WIFIA Loan Agreement**”), dated as of [____], 2026, by and between the UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS (the “**Borrower**”) and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through its Administrator (the “**WIFIA Lender**”).

Unless otherwise defined herein, all capitalized terms in this certificate have the meanings assigned to those terms in the WIFIA Loan Agreement.

I, the undersigned, in my capacity as the Borrower’s Authorized Representative and not in my individual capacity, do hereby certify to the WIFIA Lender that:

- (a) the Project has satisfied each of the requirements for Substantial Completion set forth in the Construction Contracts;
- (b) Substantial Completion has been declared under each of the relevant Construction Contracts and copies of the notices of Substantial Completion under such agreements are attached to this certification;
- (c) Substantial Completion, as defined in the WIFIA Loan Agreement, has been achieved and the Substantial Completion Date is [____]; and
- (d) The total federal assistance provided to the Project, including the Maximum Principal Amount, does not exceed eighty percent (80%) of Total Project Costs.

**UNITED CITY OF YORKVILLE, KENDALL
COUNTY, ILLINOIS,**
by its authorized representative

By: _____

Name:
Title:

EXHIBIT H-1

OPINIONS REQUIRED FROM GENERAL COUNSEL TO BORROWER¹

An opinion of the counsel of the Borrower, dated as of the Effective Date, to the effect that:

(a) the Borrower is duly formed, validly existing, and in good standing under the laws of the jurisdiction of its organization;

(b) the Borrower has all requisite power and authority to conduct its business and to execute and deliver, and to perform its obligations under the WIFIA Loan Documents to which it is a party;

(c) the execution and delivery by the Borrower of, and the performance of its respective obligations under, the WIFIA Loan Documents to which it is a party, have been duly authorized by all necessary organizational or regulatory action, and other than the Organizational Documents and the WIFIA Bond Ordinance, no further instruments or documents are necessary for the Borrower to execute and deliver, and to perform its obligations under, the WIFIA Loan Documents to which it is a party and to consummate and implement the transactions contemplated by the WIFIA Loan Documents;

(d) the Borrower has duly executed and delivered each WIFIA Loan Document to which it is a party and each such WIFIA Loan Document constitutes the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with their respective terms;

(e) the WIFIA Bond Ordinance was duly adopted by the Borrower's City Council on January 13, 2026 at a meeting thereof which was duly called and held pursuant to law and with all public notice required by law, and at which a quorum was present and acting throughout, and the WIFIA Bond Ordinance is in full force and effect and has not been modified, amended, rescinded or repealed;

(f) no authorization, consent, or other approval of, or registration, declaration or other filing with any governmental authority of the United States of America or of the State is required on the part of the Borrower for the execution and delivery by such party of, and the performance of such party under, any WIFIA Loan Document to which it is a party other than authorizations, consents, approvals, registrations, declarations and filings that have already been timely obtained or made by the Borrower;

(g) the execution and delivery by the Borrower of, and compliance with the provisions of, the WIFIA Loan Documents to which it is a party in each case do not (i) violate the Organizational Documents of the Borrower, (ii) violate the law of the United States of America or of the State or (iii) conflict with or constitute a breach of or default under any material agreement or other instrument known to such counsel to which the Borrower is a party, or to the best of such counsel's knowledge, after reasonable review, any court order, consent decree, statute, rule, regulation or any other law to which the Borrower is subject;

(h) the Borrower is not an investment company required to register under the Investment Company Act of 1940, as amended; and

¹ **Note to Borrower:** Required opinion coverage remains under review.

(i) to the knowledge of such counsel after due inquiry, there are no actions, suits, proceedings or investigations against the Borrower by or before any court, arbitrator or any other Governmental Authority in connection with the Related Documents, the Project or the System that are pending.

EXHIBIT H-2

OPINIONS REQUIRED FROM BOND COUNSEL TO BORROWER¹

An opinion of bond counsel, dated as of the Effective Date, to the effect that:

(a) the Borrower has been duly organized and validly exists as a non-home-rule municipality and political subdivision of the State created in accordance with the Constitution of the State and the laws of the State and is now operating under the Illinois Municipal Code, as amended, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended to the date hereof (the “**Debt Reform Act**”), with good right and power to issue the WIFIA Bond;

(b) the Borrower has the right and power under the laws of the State, including the Debt Reform Act, to enter into the WIFIA Loan Documents and to issue the WIFIA Bond, and each has been duly authorized, executed and delivered by the Borrower, is in full force and effect, and constitutes a legal, valid and binding agreement of the Borrower enforceable against the Borrower in accordance with its respective terms and conditions;

(c) the WIFIA Bond is (i) secured by the Pledged Collateral, (ii) an Alternate Bond entitled to the benefits of an Alternate Bond under the Debt Reform Act, (iii) a Parity Obligation entitled to all the benefits of a Parity Obligation under the WIFIA Loan Documents and all other Parity Obligation Documents, and (iv) is evidence of the debt under the WIFIA Loan Agreement and is enforceable under the laws of the State without any further action by the Borrower or any other Person;

(d) the Lien on Pledged Revenues securing the WIFIA Bond ranks *pari passu* in right of payment and right of security with all Liens thereon securing other Parity Obligations and is senior in right of payment and right of security to any Liens thereon securing Subordinate Obligations; and other than the holder of the WIFIA Bond, no holder of System Obligations or other indebtedness of the Borrower has any Lien on or right to the Pledged Taxes or any portion thereof;

(e) the WIFIA Loan Documents create the valid and binding assignment and pledge of the Pledged Collateral to secure the payment of the principal of, interest on, and other amounts payable in respect of, the WIFIA Bond, irrespective of whether any party has notice of the pledge and without the need for any physical delivery, recordation, filing or further act;

(f) all actions by the Borrower that are required for the application of Revenues, Pledged Revenues and Pledged Taxes as required under the WIFIA Loan Documents have been duly and lawfully made;

(g) the Borrower has complied with the requirements of State law to lawfully pledge the Pledged Collateral and use the Revenues, the Pledged Revenues and Pledged Taxes as required by the terms of the WIFIA Loan Documents; and

¹ **Note to Borrower:** Required opinion coverage remains under review.

(h) the Borrower is not entitled to claim governmental immunity in any breach of contract action under the WIFIA Loan Documents.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

[Date]

United City of Yorkville, Kendall County, Illinois
651 Prairie Pointe Drive
Yorkville, IL 60560

RE: WIFIA Term Sheet for the United City of Yorkville, Kendall County, Illinois – Yorkville WaterLink Project (WIFIA ID - N22149IL)

Ladies and Gentlemen:

This WIFIA Term Sheet (this “**Term Sheet**”) constitutes (a) the approval of the United States Environmental Protection Agency, acting by and through the Administrator of the Environmental Protection Agency (hereinafter, the “**USEPA**”), of the application for credit assistance of the Borrower (as defined below) received October 18, 2024 (the “**Application**”) and (b) the agreement of USEPA to provide financing for the above-referenced project (as further described below, the “**Project**”) in the form of a secured loan (the “**WIFIA Loan**”), pursuant to the Water Infrastructure Finance and Innovation Act (“**WIFIA**”), § 5021 *et seq.* of Public Law 113-121 (as amended, and as may be further amended from time to time, the “**Act**”), codified as 33 U.S.C. §§ 3901-3915, subject in all respects to (i) the terms and conditions contained herein and (ii) the execution and delivery of the WIFIA loan agreement to be entered into on or after the date hereof (the “**WIFIA Loan Agreement**”) on the terms and conditions acceptable to the USEPA contained therein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the WIFIA Loan Agreement.

By executing this Term Sheet, the Borrower confirms its agreement to reimburse USEPA for any and all fees and expenses that USEPA incurs for legal counsel, financial advice, and other consultants in connection with the evaluation of the Project and the negotiation and preparation of the WIFIA Loan Agreement and related documents, whether or not such agreement is ultimately executed.

This Term Sheet shall be governed by the federal laws of the United States of America if and to the extent such federal laws are applicable, and the internal laws of the State of Illinois, if and to the extent such federal laws are not applicable. This Term Sheet, and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Electronic delivery of an executed counterpart of a signature page shall be effective as delivery of an original executed counterpart.

THIS DRAFT DOCUMENT IS NOT A CONTRACT OR AN OFFER TO ENTER INTO A CONTRACT. IT HAS NOT BEEN APPROVED BY THE ENVIRONMENTAL PROTECTION AGENCY (“USEPA”) AND DOES NOT INDICATE A COMMITMENT BY USEPA TO PARTICIPATE IN ANY TRANSACTION OR TO BE BOUND IN ACCORDANCE WITH ANY TERM OR CONDITION SET FORTH HEREIN. ONLY A DOCUMENT AS EXECUTED BY THE PARTIES WILL CONTAIN THE TERMS THAT BIND THEM.

INDICATIVE TERMS OF THE WIFIA LOAN

WIFIA LENDER	United States Environmental Protection Agency, an agency of the United States of America, acting by and through the Administrator of the Environmental Protection Agency (the “ WIFIA Lender ”).
BORROWER	United City of Yorkville, Kendall County, Illinois, a duly organized and validly existing non-home-rule municipality and political subdivision of the State of Illinois created in accordance with the Constitution of the State of Illinois and the laws of the State of Illinois (the “ Borrower ”).
PROJECT	The Project is the Yorkville WaterLink Project, located in northern Illinois, which consists of water supply regionalization and water system improvements that will enable the Borrower, in coordination with neighboring communities, to connect to a new source of water supply through the Commission. The Project may include construction of a shared transmission main, construction of receiving stations and internal system improvements, including water main repair and replacements that are necessary to connect to and receive the new water supply.
WIFIA LOAN AMOUNT	A maximum principal amount (sum of disbursements and excluding capitalized interest) not to exceed \$170,000,000; provided that (a) the maximum principal amount of the WIFIA Loan, together with the amount of any other credit assistance provided under the Act, shall not exceed eighty percent (80%) of reasonably anticipated Eligible Project Costs, and (b) the total federal assistance for the Project, including but not limited to the maximum principal amount of the WIFIA Loan and all federal grants, shall not exceed eighty percent (80%) of Total Project Costs.
INTEREST RATE	<p>The WIFIA Loan shall bear interest at a fixed rate, calculated by adding one basis point (0.01%) to the rate of securities of a similar maturity (based on the weighted average life of the WIFIA Loan) as published, on the execution date of the WIFIA Loan Agreement, in the United States Treasury Bureau of the Fiscal Service’s daily rate table for State and Local Government Series (SLGS) securities.</p> <p>The WIFIA Loan shall also bear default interest at a rate of 200 basis points above the otherwise applicable interest rate,</p>

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	at such times and upon such terms as provided in the WIFIA Loan Agreement.
PAYMENT DATES	Principal of and interest on the WIFIA Loan shall be repaid in accordance with the terms set forth in the WIFIA Loan Agreement. The Debt Service Payment Commencement Date shall in no event be later than five (5) years after the Substantial Completion Date of the Project. ¹
FINAL MATURITY DATE	The earliest of (a) January 1, 2065; (b) the date on which the maturity of the WIFIA Loan has been accelerated or subject to mandatory redemption or prepayment (as the case may be) (if applicable), as set forth in further detail in the WIFIA Loan Agreement; and (c) the Principal Payment Date immediately preceding the date that is thirty-five (35) years following the Substantial Completion Date, which is projected to be January 1, 2030.
DEDICATED SOURCE OF REPAYMENT	The dedicated source of repayment for the WIFIA Loan shall be (a)(i) the Net Revenues, (ii) all collections of the “places for eating” sales taxes imposed and collected by the Borrower, the revenues from which are deposited into the Water Fund, and (iii) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund (together with items (a)(i) and (a)(ii), the “ Pledged Revenues ”); and (b) certain ad valorem property taxes levied against all taxable property located within the United City of Yorkville, Kendall County, Illinois without limitation as to rate or amount, as levied and pledged by the Borrower under the WIFIA Bond Ordinance as security for the WIFIA Bond (the “ Pledged Taxes ”).
SECURITY AND LIEN PRIORITY	As evidence of the Borrower’s obligation to repay the WIFIA Loan, the Borrower shall issue and deliver to the WIFIA Lender, as the registered owner, on or prior to the Effective Date, the WIFIA Bond. The WIFIA Bond shall be a general obligation Alternate Bond of the Borrower, for the payment of which its full faith

¹ **Note to Borrower:** We have deleted the Capitalized Interest Period and Interest Only Period provisions from the term sheet solely for efficiency purposes. These provisions will be included in the WIFIA Loan Agreement. Note, however, that the date for the end of the Capitalized Interest Period (in brackets in the prior draft) should be reconsidered for compliance with Section 9 of the Debt Reform Act, which appears to limit capitalized interest to no more than six months after the Projected Substantial Completion Date.

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	<p>and credit are irrevocably pledged, and shall be secured by a senior Lien on the Pledged Revenues and an exclusive Lien on the Pledged Taxes.</p> <p>The Lien on the Pledged Revenues to secure the WIFIA Bond shall be (a) on a parity in right of payment and right of security to the Liens on the Pledged Revenues in favor of all other Parity Obligations and (b) senior in right of payment and right of security to any Lien on the Pledged Revenues in favor of any Subordinate Obligations.</p> <p>The Pledged Taxes shall be used only for the purpose of paying principal of and interest on the WIFIA Bond. The Borrower shall pledge its full faith and credit and taxing power for the payment of the WIFIA Bond.</p>
REVENUE COVENANT	<p>As set forth in further detail in the WIFIA Loan Agreement and in addition to any applicable requirements of State law, the Borrower shall fix, charge and collect rates, fees and charges for the System during each Borrower Fiscal Year, which together with all “places for eating” sales taxes imposed, collected and deposited into the Water Fund during such Borrower Fiscal Year:</p> <p>(a) will be at least sufficient to yield Pledged Revenues (excluding Water Fund account balances, as described in clause (c) of the definition thereof) for such Borrower Fiscal Year equal to at least one hundred percent (100%) of the sum of (i) the aggregate debt service payable during such Borrower Fiscal Year with respect to all then Outstanding System Obligations (including the WIFIA Bond), (ii) the aggregate of all fund or account deposits required to be made from Net Revenues during such Borrower Fiscal Year by the terms of the Other Financing Documents, and (iii) the aggregate of all payments required to meet any other obligations of the Borrower that are charges or Liens upon, or that are otherwise payable from, the Net Revenues during such Borrower Fiscal Year; and</p> <p>(b) will be at least sufficient to yield Pledged Revenues (including Water Fund account balances, as described in clause (c) of the definition thereof) for such Borrower Fiscal Year equal to at least one hundred twenty five percent (125%) of the aggregate debt service payable on all then Outstanding Parity Obligations (including the WIFIA Bond).</p>

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COVENANT TO LEVY TAXES	The Borrower shall levy, and shall take all action within its control to cause the extension and collection of, the Pledged Taxes sufficient for the payment of the WIFIA Bond, subject only to the Borrower's right to abate the levy of the Pledged Taxes to the extent of the funding of the Water Fund from the Pledged Revenues for the payment of WIFIA Debt Service, as further described in the WIFIA Loan Documents.
ADDITIONAL INDEBTEDNESS	<p>As set forth in further detail in the WIFIA Loan Agreement and in addition to any applicable requirements of State law, the Borrower shall not issue or incur any Additional Parity Obligations unless the conditions in Section 15(a) (<i>Indebtedness</i>) of the WIFIA Loan Agreement are satisfied, including that the Borrower shall have demonstrated prior to the issuance or incurrence of such Additional Parity Obligations that, for each Borrower Fiscal Year during which the proposed Additional Parity Obligations are projected to be Outstanding, the Pledged Revenues will be at least equal to one hundred twenty five percent (125%) of the aggregate debt service payable on all Parity Obligations, including the proposed Additional Parity Obligations, and all Subordinate Obligations during each such Borrower Fiscal Year.</p> <p>Any such demonstration shall be supported by reference to the most recent audited Financial Statements, which shall be for a Borrower Fiscal Year ending not earlier than eighteen (18) months previous to the time of issuance or incurrence of the proposed Additional Parity Obligations. If such audited Financial Statements do not adequately show such Pledged Revenues or if the audited Financial Statements show that such Pledged Revenues are insufficient, then the determination of sufficiency must be supported by the report of an independent accountant or feasibility analyst using economically reasonable assumptions.</p> <p>The Borrower shall not issue or incur any System Obligations other than Parity Obligations in accordance with the foregoing requirements unless the conditions in Section 15(a) (<i>Indebtedness</i>) of the WIFIA Loan Agreement are satisfied and such System Obligations are Additional Subordinate Obligations that are fully subordinated to the Parity Obligations in priority of payment (as to both principal and interest), voting and priority of security interest in the Pledged Revenues, including with respect to payment from</p>

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	<p>revenues and reserves and payment upon default or acceleration of any such Additional Subordinate Obligations.</p> <p>Additionally, the Borrower may not create, incur or suffer to exist (A) any System Obligations (i) the payments with respect to which are senior or prior in right to the payment by the Borrower of the WIFIA Loan and the other Parity Obligations or (ii) secured by a Lien on the Pledged Revenues that is senior to the Lien on the Pledged Revenues in favor of the WIFIA Lender or (B) any System Obligations, all or a portion of the proceeds of which are or will be applied at any time to fund all or any portion of Total Project Costs, that are secured by a Lien on any assets or property of the Borrower other than the Pledged Revenues and, if applicable, ad valorem property taxes (excluding the Pledged Taxes).</p>
RESTRICTED PAYMENTS AND TRANSFERS	<p>The Borrower shall not permit Pledged Revenues or other assets of the System, or any funds in any accounts held by or on behalf of the Borrower with respect to the System or the Pledged Revenues, to be paid or transferred or otherwise applied for purposes other than ownership, operation or maintenance of the System or as otherwise permitted in the WIFIA Loan Agreement.</p>
WIFIA LOAN DOCUMENTATION	<p>The WIFIA Loan shall be subject to the preparation, execution and delivery of the WIFIA Loan Agreement, the WIFIA Bond and any other loan documentation required by the WIFIA Lender in connection therewith, in each case acceptable to the WIFIA Lender and the Borrower, which will contain certain conditions precedent, representations and warranties, affirmative and negative covenants, events of default, and other provisions as agreed between the WIFIA Lender and the Borrower.</p>

[Signature pages follow]

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If the foregoing terms are acceptable, please countersign this letter in the space indicated below.

Sincerely,

**UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY**, acting by and
through the Administrator of the United States
Environmental Protection Agency

By: _____
Name: Lee M. Zeldin
Title: Administrator

*[Signature page to United City of Yorkville, Kendall County, Illinois – Yorkville WaterLink Project – WIFIA
Term Sheet]*

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ACKNOWLEDGED AND AGREED:

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

by its authorized representative

By: _____

Name:

Title:

*[Signature page to United City of Yorkville, Kendall County, Illinois – Yorkville WaterLink Project – WIFIA
Term Sheet]*

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DANIEL FORBES
President

RAPHALIATA McKENZIE
Senior Vice President

MAGGIE BURGER
Senior Vice President

ANTHONY MICELI
Senior Vice President

MARK JERETINA
Senior Vice President

AARON GOLD
Senior Vice President

January 5, 2026

Mr. Rob Fredrickson
Finance Director
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560

Re: United City of Yorkville, Illinois
Preliminary Revenue Sufficiency Report for the Water Infrastructure Finance and Innovation Act
(WIFIA) Loan

Dear Mr. Fredrickson:

As you requested, Speer Financial, Inc. has prepared the following Revenue Sufficiency Report (the "Report") related to the United City of Yorkville, Illinois (the "City") execution of a WIFIA loan issued through the United States Environmental Protection Agency (the "Loan"). This report is based upon information supplied by the City and Engineering Enterprises, Inc. as to its Pledged Revenues (as hereinafter defined) and the debt service on the Loan. Speer Financial, Inc. is not a legal or accounting firm, and accordingly does not express any legal or accounting interpretations or conclusions in this report. This report is not a guarantee of the sufficiency of the Pledged Revenues to pay debt service on the Loan.

Speer Financial, Inc. hereby certifies that it is a feasibility analyst having a national reputation for expertise in such matters within the meaning of the Local Government Debt Reform Act. Speer Financial, Inc. is a nationally recognized firm of employee-owned municipal finance consultants. Since 1996, we have participated in the sale of over \$22 billion in taxable and tax-exempt securities as general obligation bonds, revenue bonds, refunding bonds, tax increment bonds and special service area bonds.

Sincerely,

SPEER FINANCIAL, INC.



Anthony F Miceli
Senior Vice President

Enclosures

Copy to: Randall Kulat, Croke Fairchild Duarte & Beres

**The United City of Yorkville, Illinois (the “City”)
Water Infrastructure Finance and Innovation Act (WIFIA) Loan Issued by the US EPA
(the “Loan”)
Revenue Sufficiency Report**

The Project

Loan proceeds will be used finance improvements to existing City Water Supply System (the “System”) infrastructure, necessary to provide for a new source of water supply from the DuPage Water Commission, including the following subprojects: (a) the DuPage Water Commission Transmission Main Construction Cost Share; (b) the Water Main Repair and Replacement; (c) the Receiving Stations Construction; (d) the Water Storage Expansion; and (e) the Water Treatment Plant Decommissioning (collectively, the “Project”).

Pledged Revenues

The Loan is payable from (a)(i) on a parity with the General Obligation (Alternate Revenue Source) Bonds, Series 2023A and General Obligation (Alternate Revenue Source) Bonds, Series 2025A, the net revenues derived from the operation of the System, (ii) all collections of any non-home rule “places for eating” sales 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; and (b) ad valorem taxes levied against all of the taxable property in the City without limitation as to rate or amount, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors’ rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

Projected Pledged Revenues

Attached as **Appendix A** is a report prepared by Engineering Enterprises, Inc. (“EEI”) on December 31, 2025 which details the historical budget and billed water use of the System, the current rate ordinance approved by the City, projected population for the City and net revenue projections through 2065.

Below is a summary of the historical and projected Pledged Revenues.

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Historical Pledged Revenues(1)

	Fiscal Years Ending April 30				
	2021	2022	2023	2024	2025
Operating Revenues	\$ 4,373,292	\$ 4,661,610	\$ 5,332,272	\$ 5,774,236	\$ 6,894,459
Add Interest Income	1,302	2,031	44,227	422,702	531,848
Sub-Total	\$ 4,374,594	\$ 4,663,641	\$ 5,376,499	\$ 6,196,938	\$ 7,426,307
Operating Expenses	3,076,583	3,367,489	3,374,470	3,980,188 (4)	4,159,719 (5)
Sub-Total	\$ 1,298,011	\$ 1,296,152	\$ 2,002,029	\$ 2,216,750	\$ 3,266,588
Add Depreciation	1,083,057	1,121,240	1,179,826	1,261,329	1,342,284
Add Connection Fees	689,353	283,084	594,585	985,872	498,122
Places for Eating Tax Revenue(2)	-	-	-	241,229	758,809
Surplus Fund(3)	-	-	-	-	-
Revenue Available for Debt Service	\$ 3,070,421	\$ 2,700,476	\$ 3,776,440	\$ 4,705,180	\$ 5,865,803

Notes: (1) Source: the City's Audited Financial Statements.

(2) City Council has approved a Places for Eating Tax on June 27, 2023.

(3) The Ordinance allows for the City to include in its Pledged Water Revenues amounts accumulated in the Surplus Fund. Currently, the City has not accumulated such funds nor utilized such funds for the calculation of Revenues Available for Debt Service.

(4) Fiscal Year 2024 Operating Expenses excludes \$2,360,397 of capital expenses which were not capitalized in the FY 2024 audited financial statements related to the City's payment to the DuPage Water Commission.

(5) Fiscal Year 2025 Operating Expenses excludes \$7,055,780 of capital expenses which were not capitalized in the FY 2025 audited financial statements related to the City's payment to the DuPage Water Commission, water meter replacement, water tower rehab and building improvements.

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Projected Pledged Revenues(1)

	Fiscal Years Ending April 30													
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Operating Revenues	\$ 8,779,224	\$ 11,178,892	\$ 13,384,816	\$ 16,069,800	\$ 19,353,280	\$ 20,426,188	\$ 21,553,179	\$ 22,737,934	\$ 23,990,494	\$ 25,308,515	\$ 26,703,806	\$ 28,169,380	\$ 29,717,864	\$ 31,354,009
Add Interest Income	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Sub-Total	\$ 9,079,224	\$ 11,478,892	\$ 13,684,816	\$ 16,369,800	\$ 19,653,280	\$ 20,726,188	\$ 21,853,179	\$ 23,037,934	\$ 24,290,494	\$ 25,608,515	\$ 27,003,806	\$ 28,469,380	\$ 30,017,864	\$ 31,654,009
Operating Expenses (2)	3,005,785	3,101,217	3,274,388	7,476,412	5,669,657	6,038,269	6,408,015	6,634,094	6,971,938	7,322,218	7,847,857	8,097,851	8,507,719	8,952,306
Sub-Total	\$ 6,073,439	\$ 8,377,675	\$ 10,410,428	\$ 8,893,388	\$ 13,983,623	\$ 14,687,919	\$ 15,445,164	\$ 16,403,840	\$ 17,318,556	\$ 18,286,297	\$ 19,155,949	\$ 20,371,529	\$ 21,510,144	\$ 22,701,702
Places for Eating Tax Revenue(3)	734,400	749,088	764,070	779,351	794,938	810,837	827,053	843,595	860,466	877,676	895,229	913,134	931,397	950,024
Surplus Fund(4)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Revenue Available for Debt Service	\$ 6,807,839	\$ 9,126,763	\$ 11,174,498	\$ 9,672,739	\$ 14,778,561	\$ 15,498,755	\$ 16,272,217	\$ 17,247,435	\$ 18,179,022	\$ 19,163,972	\$ 20,051,178	\$ 21,284,663	\$ 22,441,541	\$ 23,651,727

- Notes: (1) Source: A report prepared by Engineering Enterprises, Inc. (EEI) on December 31, 2025.
(2) Annual operating expenses exclude capital related expenses and are estimated by the City as of January 2, 2026.
(3) City Council has approved a Places for Eating Tax on June 27, 2023. Projections based on a report prepared by EEI and information supplied by the City.
(4) The Ordinance allows for the City to include in its Pledged Water Revenues amounts accumulated in the Surplus Fund. Currently, the City has not accumulated such funds nor utilized such funds for the calculation of Revenues Available for Debt Service.

Projected Pledged Revenues(1)

	Fiscal Years Ending April 30													
	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
Operating Revenues	\$ 33,083,878	\$ 34,899,582	\$ 36,814,601	\$ 38,836,855	\$ 40,971,677	\$ 43,221,745	\$ 45,595,528	\$ 48,110,118	\$ 50,758,124	\$ 53,546,157	\$ 56,505,480	\$ 57,231,777	\$ 59,537,058	\$ 61,927,375
Add Interest Income	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Sub-Total	\$ 33,383,878	\$ 35,199,582	\$ 37,114,601	\$ 39,136,855	\$ 41,271,677	\$ 43,521,745	\$ 45,895,528	\$ 48,410,118	\$ 51,058,124	\$ 53,846,157	\$ 56,805,480	\$ 57,531,777	\$ 59,837,058	\$ 62,227,375
Operating Expenses (2)	9,414,521	10,054,855	10,414,775	10,955,887	11,519,195	12,128,099	12,937,622	13,424,008	14,137,992	14,883,476	15,662,502	16,193,402	16,920,439	17,672,894
Sub-Total	\$ 23,969,357	\$ 25,144,727	\$ 26,699,826	\$ 28,180,968	\$ 29,752,482	\$ 31,393,646	\$ 32,957,907	\$ 34,986,110	\$ 36,920,132	\$ 38,962,681	\$ 41,142,978	\$ 41,338,375	\$ 42,916,619	\$ 44,554,481
Places for Eating Tax Revenue(3)	969,025	988,405	1,008,174	1,028,337	1,048,904	1,069,882	1,091,280	1,113,105	1,135,367	1,158,075	1,181,236	1,204,861	1,228,958	1,253,537
Surplus Fund(4)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Revenue Available for Debt Service	\$ 24,938,382	\$ 26,133,132	\$ 27,707,999	\$ 29,209,305	\$ 30,801,385	\$ 32,463,528	\$ 34,049,186	\$ 36,099,215	\$ 38,055,499	\$ 40,120,756	\$ 42,324,214	\$ 42,543,236	\$ 44,145,577	\$ 45,808,018

- Notes: (1) Source: A report prepared by Engineering Enterprises, Inc. (EEI) on December 31, 2025.
(2) Annual operating expenses exclude capital related expenses and are estimated by the City as of January 2, 2026.
(3) City Council has approved a Places for Eating Tax on June 27, 2023. Projections based on a report prepared by EEI and information supplied by the City.
(4) The Ordinance allows for the City to include in its Pledged Water Revenues amounts accumulated in the Surplus Fund. Currently, the City has not accumulated such funds nor utilized such funds for the calculation of Revenues Available for Debt Service.

Projected Pledged Revenues(1)

	Fiscal Years Ending April 30											
	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065
Operating Revenues	\$ 64,414,289	\$ 67,006,141	\$ 69,704,130	\$ 72,510,470	\$ 75,428,892	\$ 78,467,317	\$ 81,621,368	\$ 84,897,557	\$ 88,312,121	\$ 91,860,675	\$ 95,552,863	\$ 99,396,632
Add Interest Income	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
Sub-Total	\$ 64,714,289	\$ 67,306,141	\$ 70,004,130	\$ 72,810,470	\$ 75,728,892	\$ 78,767,317	\$ 81,921,368	\$ 85,197,557	\$ 88,612,121	\$ 92,160,675	\$ 95,852,863	\$ 99,696,632
Operating Expenses	\$ 18,480,789	\$ 19,318,187	\$ 20,185,956	\$ 21,117,516	\$ 22,083,962	\$ 23,087,300	\$ 24,164,297	\$ 25,282,993	\$ 26,445,203	\$ 27,691,751	\$ 28,970,605	\$ 30,344,247
Sub-Total	\$ 46,233,501	\$ 47,987,954	\$ 49,818,173	\$ 51,692,954	\$ 53,644,930	\$ 55,680,016	\$ 57,757,071	\$ 59,914,564	\$ 62,166,918	\$ 64,468,924	\$ 66,882,258	\$ 69,352,386
Places for Eating Tax Revenue(2)	\$ 1,278,608	\$ 1,304,180	\$ 1,330,264	\$ 1,356,869	\$ 1,384,006	\$ 1,411,686	\$ 1,439,920	\$ 1,468,719	\$ 1,498,093	\$ 1,528,055	\$ 1,558,616	\$ 1,589,788
Surplus Fund(3)	-	-	-	-	-	-	-	-	-	-	-	-
Revenue Available for Debt Service	\$ 47,512,108	\$ 49,292,134	\$ 51,148,437	\$ 53,049,823	\$ 55,028,936	\$ 57,091,703	\$ 59,196,991	\$ 61,383,283	\$ 63,665,011	\$ 65,996,979	\$ 68,440,874	\$ 70,942,174

Notes: (1) Source: A report prepared by Engineering Enterprises, Inc. (EEI) on December 31, 2025.

(2) Annual operating expenses exclude capital related expenses and are estimated by the City as of January 2, 2026.

(3) City Council has approved a Places for Eating Tax on June 27, 2023. Projections based on a report prepared by EEI and information supplied by the City.

(4) The Ordinance allows for the City to include in its Pledged Water Revenues amounts accumulated in the Surplus Fund. Currently, the City has not accumulated such funds nor utilized such funds for the calculation of Revenues Available for Debt Service.

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Debt Service

Below is a summary of the debt service for the Loan based on the projected amortization as of January 5, 2025.

Estimated WIFIA Debt Service(1)					
Substantial Completion:	1/1/2030				
Final Maturity:	1/1/2065				
Term:	35				
Average Life (Years):	30.826				
Assumed Interest Rate (2):	4.87%				
Capitalized Interest:	1/1/2032				
Payment Year:	Fiscal Year:	Principal	Interest	Capitalized Interest	Total
January 1	April 30				
2026	2026	-	-	-	-
2027	2027	-	3,096,245	(3,096,245)	-
2028	2028	-	7,823,169	(7,823,169)	-
2029	2029	-	8,825,459	(8,825,459)	-
2030	2030	-	9,353,079	(9,353,079)	-
2031	2031	-	9,696,070	(9,696,070)	-
2032	2032	-	10,168,269	(5,084,134)	5,084,134
2033	2033	-	10,415,866	-	10,415,866
2034	2034	-	10,415,866	-	10,415,866
2035	2035	-	10,415,866	-	10,415,866
2036	2036	-	10,415,866	-	10,415,866
2037	2037	-	10,415,866	-	10,415,866
2038	2038	2,000,000	10,415,866	-	12,415,866
2039	2039	2,790,127	10,318,466	-	13,108,593
2040	2040	2,921,005	10,182,587	-	13,103,592
2041	2041	3,064,008	10,040,334	-	13,104,342
2042	2042	3,217,577	9,891,117	-	13,108,694
2043	2043	3,373,322	9,734,421	-	13,107,743
2044	2044	3,530,798	9,570,140	-	13,100,938
2045	2045	3,707,209	9,398,190	-	13,105,399
2046	2046	3,887,112	9,217,649	-	13,104,761
2047	2047	4,074,390	9,028,347	-	13,102,737
2048	2048	4,276,769	8,829,924	-	13,106,693
2049	2049	4,482,923	8,621,645	-	13,104,568
2050	2050	4,703,466	8,403,327	-	13,106,793
2051	2051	4,929,712	8,174,268	-	13,103,980
2052	2052	7,306,788	7,934,191	-	15,240,979
2053	2053	7,661,036	7,578,351	-	15,239,387
2054	2054	8,033,629	7,205,258	-	15,238,887
2055	2055	9,035,460	6,814,021	-	15,849,481
2056	2056	9,475,488	6,373,994	-	15,849,482
2057	2057	10,167,148	5,912,537	-	16,079,685
2058	2058	11,599,006	5,417,397	-	17,016,403
2059	2059	12,286,407	4,852,526	-	17,138,933
2060	2060	12,884,755	4,254,178	-	17,138,933
2061	2061	13,512,242	3,626,690	-	17,138,932
2062	2062	14,170,289	2,968,644	-	17,138,933
2063	2063	14,860,382	2,278,551	-	17,138,933
2064	2064	15,584,082	1,554,850	-	17,138,932
2065	2065	16,343,027	795,905	-	17,138,932
Total		213,878,157	300,434,997	(43,878,157)	470,434,997

Notes: (1) Estimated amortization based on the Financing Strategy V26.
 (2) Interest rate based on the SLGS rate published January 5, 2026.

Debt Service Coverage

Below we detail the debt service coverage on the Loan utilizing the assumptions detailed above.

Estimated Senior Lien and Total Coverage (1)

Payment Year: January 1	Fiscal Year: April 30	Pledged Revenues	Existing Sr. Lien Debt Service	WIFIA Debt Service	Total Senior Lien Debt Service	Senior Lien Coverage	Junior Lien Debt Service (2)	Total Coverage
2026	2026	6,807,839	1,605,877	-	1,605,877	4.24 x	125,030	3.93 x
2027	2027	9,126,763	1,759,638	-	1,759,638	5.19 x	288,700	4.46 x
2028	2028	11,174,498	1,761,138	-	1,761,138	6.35 x	1,162,903	3.82 x
2029	2029	9,672,739	1,762,138	-	1,762,138	5.49 x	1,285,430	3.17 x
2030	2030	14,778,561	1,762,638	-	1,762,638	8.38 x	1,285,432	4.85 x
2031	2031	15,498,755	1,762,638	-	1,762,638	8.79 x	1,285,432	5.08 x
2032	2032	16,272,217	1,762,138	5,084,134	6,846,272	2.38 x	1,285,432	2.00 x
2033	2033	17,247,435	1,761,138	10,415,866	12,177,004	1.42 x	1,285,432	1.28 x
2034	2034	18,179,022	1,759,638	10,415,866	12,175,504	1.49 x	1,285,432	1.35 x
2035	2035	19,163,972	2,747,638	10,415,866	13,163,504	1.46 x	1,285,431	1.33 x
2036	2036	20,051,178	2,745,638	10,415,866	13,161,504	1.52 x	1,285,432	1.39 x
2037	2037	21,284,663	2,745,638	10,415,866	13,161,504	1.62 x	1,285,432	1.47 x
2038	2038	22,441,541	2,742,388	12,415,866	15,158,254	1.48 x	1,285,431	1.36 x
2039	2039	23,651,727	2,740,888	13,108,593	15,849,481	1.49 x	1,285,431	1.38 x
2040	2040	24,938,382	2,745,888	13,103,592	15,849,480	1.57 x	1,285,433	1.46 x
2041	2041	26,133,132	2,745,138	13,104,342	15,849,480	1.65 x	1,285,433	1.53 x
2042	2042	27,707,999	2,740,788	13,108,694	15,849,481	1.75 x	1,285,431	1.62 x
2043	2043	29,209,305	2,741,738	13,107,743	15,849,480	1.84 x	1,285,431	1.70 x
2044	2044	30,801,385	2,748,543	13,100,938	15,849,481	1.94 x	1,285,432	1.80 x
2045	2045	32,463,528	2,744,081	13,105,399	15,849,481	2.05 x	1,285,431	1.89 x
2046	2046	34,049,186	2,744,719	13,104,761	15,849,480	2.15 x	1,285,432	1.99 x
2047	2047	36,099,215	2,746,744	13,102,737	15,849,481	2.28 x	1,285,432	2.11 x
2048	2048	38,055,499	2,742,788	13,106,693	15,849,481	2.40 x	1,285,432	2.22 x
2049	2049	40,120,756	2,744,913	13,104,568	15,849,481	2.53 x	1,285,432	2.34 x
2050	2050	42,324,214	2,742,688	13,106,793	15,849,481	2.67 x	1,285,432	2.47 x
2051	2051	42,543,236	2,745,500	13,103,980	15,849,480	2.68 x	1,285,432	2.48 x
2052	2052	44,145,577	608,500	15,240,979	15,849,479	2.79 x	1,285,433	2.58 x
2053	2053	45,808,018	610,094	15,239,387	15,849,480	2.89 x	1,285,432	2.67 x
2054	2054	47,512,108	610,594	15,238,887	15,849,481	3.00 x	1,285,431	2.77 x
2055	2055	49,292,134	-	15,849,481	15,849,481	3.11 x	1,285,432	2.88 x
2056	2056	51,148,437	-	15,849,482	15,849,482	3.23 x	1,285,432	2.99 x
2057	2057	53,049,823	-	16,079,685	16,079,685	3.30 x	1,059,247	3.10 x
2058	2058	55,028,936	-	17,016,403	17,016,403	3.23 x	122,529	3.21 x
2059	2059	57,091,703	-	17,138,933	17,138,933	3.33 x	-	3.33 x
2060	2060	59,196,991	-	17,138,933	17,138,933	3.45 x	-	3.45 x
2061	2061	61,383,283	-	17,138,932	17,138,932	3.58 x	-	3.58 x
2062	2062	63,665,011	-	17,138,933	17,138,933	3.71 x	-	3.71 x
2063	2063	65,996,979	-	17,138,933	17,138,933	3.85 x	-	3.85 x
2064	2064	68,440,874	-	17,138,932	17,138,932	3.99 x	-	3.99 x
2065	2065	70,942,174	-	17,138,932	17,138,932	4.14 x	-	4.14 x
Minimum Coverage:						1.42 x		1.28 x

Notes: (1) Estimated amortization based on the Financing Strategy V26.

(2) Assumes estimated annual debt service for the City's IEPA Loans L17-6788, L17-6789, L17-6790. Subject to change.

Conclusion

Based on the information provided by the City, EEI, and Speer Financial, Inc., as a feasibility analyst having a national reputation for expertise in such matters within the meaning of the Local Government Debt Reform Act, has determined that the Pledged Revenues are currently sufficient to satisfy the 1.25 times minimum debt service requirement on the Loan.

Appendix A – EEI Report



ENGINEERING ENTERPRISES, INC.

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

MEMO

To: Robert Fredrickson
Director of Finance

From: Michele L. Piotrowski, PE, MBA, LEED AP
Vice President

Date: December 31, 2025

Re: Water Revenue Projections

EEI Job #: YO2429-P

Per your request, we have reviewed the historical budget and billed water use, the current rate ordinance, and projected population for the City and prepared revenue projections accordingly through 2065 based on the best available information at this time.

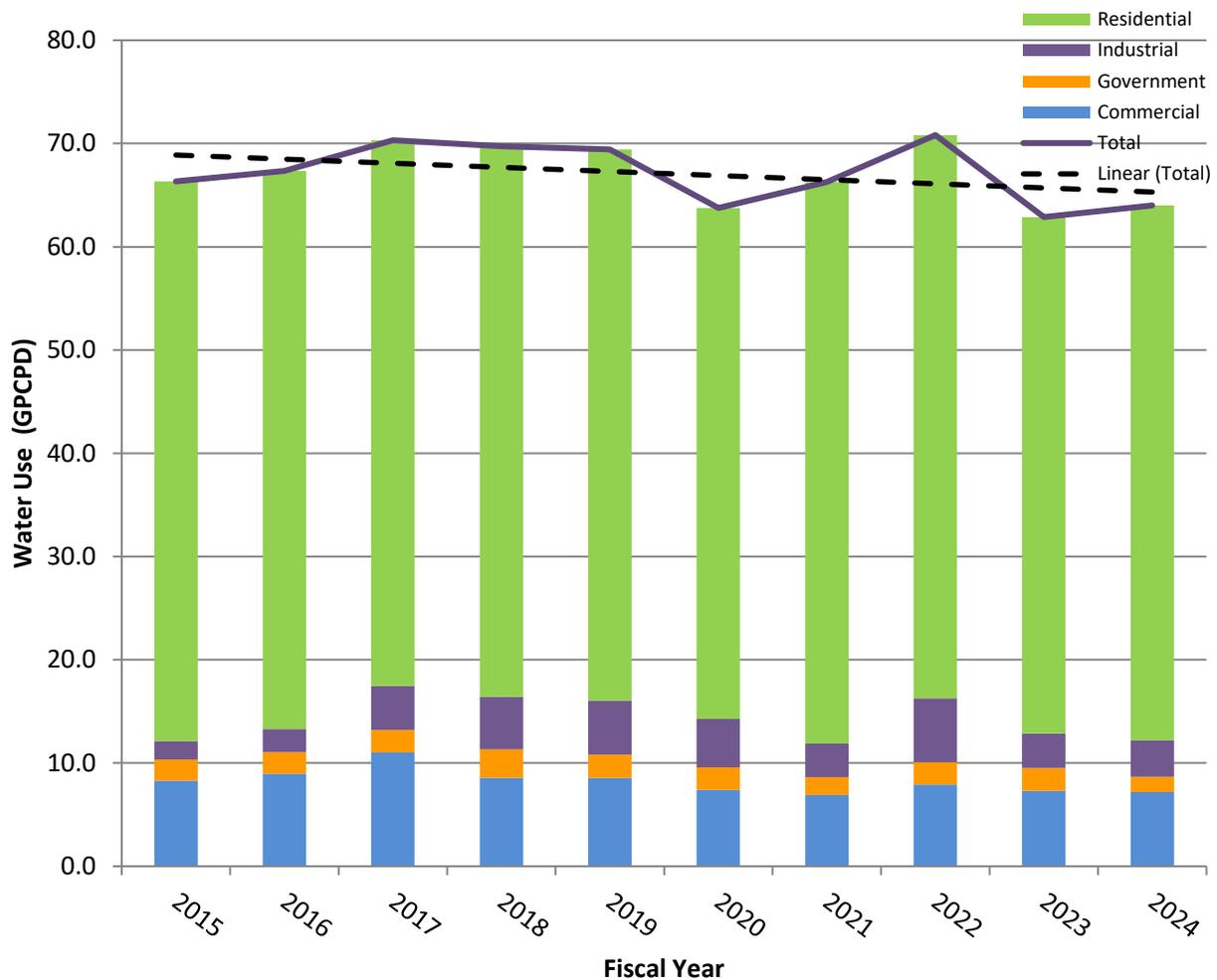
Two key components of projecting revenues are the projected population through 2065 and the associated water use per capita. The projected population through 2050 was obtained from the Lake Michigan Allocation Application for the United City of Yorkville to the Illinois Department of Natural Resources and was also used in the Preliminary Engineering Project Plan for the Lake Michigan Connection for purposes of loans via the Water Infrastructure Finance and Innovation Act. Population beyond 2050 was assumed to increase at an annual rate of 1%. These population projections are presented in Table No. 1 below:

Table No. 1: Population Projection

IDNR Submittal			
Year	CMAP Population for Yorkville (2018 Forecast)	Total Population for Yorkville	% Increase Based on 5-year CMAP Projection
2020	21,533	21,533	
2025	30,878	30,878	7.48%
2030	32,595	32,595	1.09%
2035	34,602	34,602	1.20%
2040	37,267	37,267	1.49%
2045	41,354	41,354	2.10%
2050	47,796	47,796	2.94%
2055	50,234	50,234	1.00%
2060	52,796	52,796	1.00%
2065	55,489	55,489	1.00%

In terms of water use, the historical billed water use per capita was reviewed for residential, industrial, government, and commercial accounts. Table No. 2 (attached) below provides a breakdown of historical water use from FY2015 through FY2024 as well as the projected water use and water use per capita through 2065. Furthermore, Figure A below provides a graphical depiction of the historical water use per capita from FY2015 through FY2024. Billed water use per capita has generally been steady over the last decade. The water use per capita for Fiscal Year (FY) 2024 appeared to be a low to average water use per capita year over the last ten (10) years.

Figure A: Historical Billed Water Use Per Capita (FY2015-FY2024)



Therefore, the water use per capita for all water use for FY2024 was assumed to remain steady through 2065 as can be observed by inspection of Table No. 2. The general assumption is that the ratio of residential population to commercial water use will remain consistent in future years.

In addition to population and water use projections, the rate structure was reviewed based on current ordinances which is outlined in Figure B below:

Figure B: Current Rate Ordinance (Ordinance No. 2025-54)

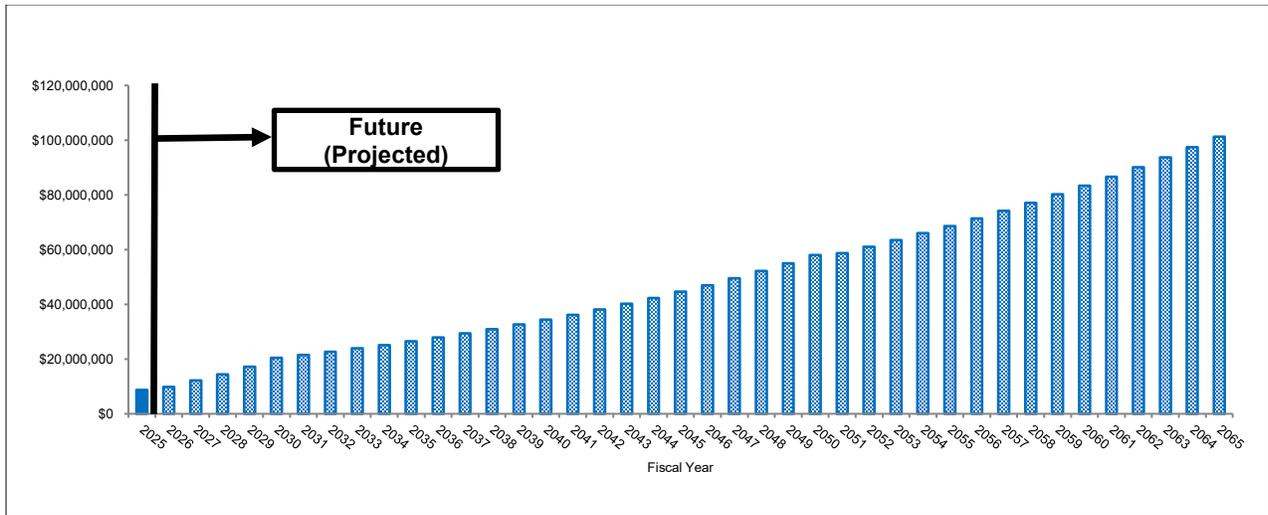
Section 2. That Title 7 of Chapter 5, Section 7-5-5-1A of the Yorkville City Code is hereby amended by deleting Section 7-5-5-1A in its entirety and replacing it with the following:

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%).

Revenues were then projected through 2065 based on Ordinance No. 2025-54. A graphical representation of the rates is shown in Figure C, and the detailed calculations are provided in Table No. 3 (attached). In FY2026, the revenues are anticipated to be approximately \$9.8 million, and total projected revenues at FY 2065 are over \$101 million at \$101,286,421.

Figure C: Revenue Projections Through 2065



If you have any questions or require additional information, please contact me.

Table No. 2 - Historical and Projected Billed Water Use (GPCPD) (2015-2065)

United City of Yorkville, IL

Fiscal Year	BILLED WATER USE YEARLY (1,000's OF GALLONS)					POPULATION SERVED		BILLED WATER USE PER CAPITA				
	Total 1,000 Gallons	Commercial 1,000 Gallons	Government 1,000 Gallons	Industrial 1,000 Gallons	Residential 1,000 Gallons	City Population	Total City Water Consumers	Total GPCPD	Commercial GPCPD	Government GPCPD	Industrial GPCPD	Residential GPCPD
2015	444,237	55,598	13,688	12,018	362,934	18,349	18,349	66.3	8.3	2.0	1.8	54.2
2016	462,923	61,618	14,282	15,394	371,629	18,833	18,833	67.3	9.0	2.1	2.2	54.1
2017	487,764	76,383	15,155	29,514	366,712	19,000	19,000	70.3	11.0	2.2	4.3	52.9
2018	509,142	62,445	20,319	37,077	389,302	20,000	20,000	69.7	8.6	2.8	5.1	53.3
2019	509,970	63,026	16,344	38,427	392,174	20,119	20,119	69.4	8.6	2.2	5.2	53.4
2020	501,043	58,141	17,257	36,815	388,831	21,533	21,533	63.7	7.4	2.2	4.7	49.5
2021	546,954	57,019	14,236	26,882	448,817	22,611	22,611	66.3	6.9	1.7	3.3	54.4
2022	604,795	67,617	18,447	52,796	465,934	23,397	23,397	70.8	7.9	2.2	6.2	54.6
2023	563,057	65,437	19,676	29,944	448,000	24,533	24,533	62.9	7.3	2.2	3.3	50.0
2024	591,999	66,571	13,555	32,796	479,076	25,336	25,336	64.0	7.2	1.5	3.5	51.8
2025	607,490	68,313	13,910	33,654	491,612	25,999	25,999	64.0	7.2	1.5	3.5	51.8
2026	622,865	70,042	14,262	34,506	504,055	26,657	26,657	64.0	7.2	1.5	3.5	51.8
2027	639,128	71,871	14,635	35,407	517,215	27,353	27,353	64.0	7.2	1.5	3.5	51.8
2028	655,414	73,703	15,008	36,309	530,395	28,050	28,050	64.0	7.2	1.5	3.5	51.8
2029	671,677	75,531	15,380	37,210	543,555	28,746	28,746	64.0	7.2	1.5	3.5	51.8
2030	687,963	77,363	15,753	38,112	556,735	29,443	29,443	64.0	7.2	1.5	3.5	51.8
2031	704,833	79,260	16,139	39,047	570,387	30,165	30,165	64.0	7.2	1.5	3.5	51.8
2032	722,124	81,204	16,535	40,005	584,380	30,905	30,905	64.0	7.2	1.5	3.5	51.8
2033	739,835	83,196	16,941	40,986	598,712	31,663	31,663	64.0	7.2	1.5	3.5	51.8
2034	757,967	85,235	17,356	41,991	613,386	32,439	32,439	64.0	7.2	1.5	3.5	51.8
2035	776,543	87,324	17,781	43,020	628,418	33,234	33,234	64.0	7.2	1.5	3.5	51.8
2036	795,586	89,465	18,217	44,075	643,829	34,049	34,049	64.0	7.2	1.5	3.5	51.8
2037	815,097	91,659	18,664	45,155	659,618	34,884	34,884	64.0	7.2	1.5	3.5	51.8
2038	835,074	93,906	19,121	46,262	675,785	35,739	35,739	64.0	7.2	1.5	3.5	51.8
2039	855,543	96,207	19,590	47,396	692,349	36,615	36,615	64.0	7.2	1.5	3.5	51.8
2040	876,526	98,567	20,070	48,559	709,330	37,513	37,513	64.0	7.2	1.5	3.5	51.8
2041	898,022	100,984	20,563	49,749	726,726	38,433	38,433	64.0	7.2	1.5	3.5	51.8
2042	920,033	103,459	21,067	50,969	744,538	39,375	39,375	64.0	7.2	1.5	3.5	51.8
2043	942,581	105,995	21,583	52,218	762,785	40,340	40,340	64.0	7.2	1.5	3.5	51.8
2044	965,690	108,594	22,112	53,498	781,486	41,329	41,329	64.0	7.2	1.5	3.5	51.8
2045	989,360	111,255	22,654	54,809	800,641	42,342	42,342	64.0	7.2	1.5	3.5	51.8
2046	1,013,613	113,983	23,209	56,153	820,268	43,380	43,380	64.0	7.2	1.5	3.5	51.8
2047	1,038,475	116,778	23,779	57,530	840,387	44,444	44,444	64.0	7.2	1.5	3.5	51.8
2048	1,063,944	119,642	24,362	58,941	860,998	45,534	45,534	64.0	7.2	1.5	3.5	51.8
2049	1,090,020	122,575	24,959	60,386	882,100	46,650	46,650	64.0	7.2	1.5	3.5	51.8
2050	1,116,797	125,586	25,572	61,869	903,770	47,796	47,796	64.0	7.2	1.5	3.5	51.8

Notes

Population is based on calendar year of the start of the designated fiscal year (i.e. FY2026 population is based on the calendar year 2025 population).

**TABLE NO. 3:
REVENUE PROJECTIONS**

ANNUAL REVENUE SUMMARY

FY	Inflation Factor	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
WATER SALES																	
CITY POPULATION		25,999	26,657	27,353	28,050	28,746	29,443	30,165	30,905	31,663	32,439	33,234	34,049	34,884	35,739	36,615	37,513
INCORPORATED COMMERCIAL WATER USE PER CAPITA (GPDPC)		7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2
INCORPORATED GOVERNMENTAL WATER USE PER CAPITA (GPDPC)		1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
INCORPORATED INDUSTRIAL WATER USE PER CAPITA (GPDPC)		3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
INCORPORATED RESIDENTIAL WATER USE PER CAPITA (GPDPC)		51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8
INCORPORATED - TOTAL WATER USE (GPDPC)		64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0
INCORPORATED - TOTAL WATER USE (ANNUAL - 1,000 GALLONS)		607,441	622,815	639,076	655,361	671,622	687,907	704,776	722,065	739,775	757,905	776,480	795,521	815,030	835,007	855,473	876,454
INCORPORATED - TOTAL WATER USE (ANNUAL - 100 CF)		812,030	832,582	854,320	876,090	897,828	919,597	942,148	965,260	988,935	1,013,172	1,038,002	1,063,457	1,089,537	1,116,241	1,143,602	1,171,649
INCREASE IN RATE PER 100 CF (%)		0%	25.58%	25.00%	20.00%	20.00%	20.00%	3.00%	3%								
INCREASE IN RATE PER 100 CF (\$)		\$ -	\$ 1.48	\$ 1.82	\$ 1.82	\$ 2.18	\$ 2.62	\$ 0.47	\$ 0.49	\$ 0.50	\$ 0.52	\$ 0.55	\$ 0.56	\$ 0.58	\$ 0.60	\$ 0.62	\$ 0.62
INCORPORATED RATE PER 100 CU FT		\$5.80	\$ 7.28	\$ 9.10	\$ 10.92	\$ 13.10	\$ 15.72	\$ 16.19	\$ 16.68	\$ 17.18	\$ 17.70	\$ 18.23	\$ 18.78	\$ 19.34	\$ 19.92	\$ 20.52	\$ 21.14
INCORPORATED RATE PER 1,000 GALLONS		\$7.75	\$9.73	\$12.16	\$14.60	\$17.51	\$21.01	\$21.64	\$22.30	\$22.97	\$23.66	\$24.37	\$25.11	\$25.85	\$26.63	\$27.43	\$28.26
Average Number of Users - 0 to 100 cu ft		465	465	465	465	465	465	465	465	465	465	465	465	465	465	465	465
Water Use - 0 to 100 cu ft		2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790
Average Number of Users - 101 to 200 cu ft		229	229	229	229	229	229	229	229	229	229	229	229	229	229	229	229
Water Use - 0 - 100 cu ft		1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374
Water Use - 101 - 200 cu ft		1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374
Average Number of Users - 201 to 300 cu ft		330	330	330	330	330	330	330	330	330	330	330	330	330	330	330	330
Water Use - 0 - 100 cu ft		1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980
Water Use - 101 - 200 cu ft		1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980
Water Use - 201 to 300 cu ft		1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980
Average Number of Users - 301 to 350 cu ft		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Water Use - 0 - 100 cu ft		6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Water Use - 101 - 200 cu ft		6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Water Use - 201 - 300 cu ft		6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Water Use - 301 to 350 cu ft		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Average Number of Users - > 350 cu ft		7,814	8,049	8,299	8,549	8,798	9,048	9,307	9,572	9,844	10,122	10,407	10,699	10,998	11,305	11,619	11,941
Water Use - 0 - 100 cu ft		46,882	48,297	49,794	51,293	52,789	54,288	55,841	57,432	59,062	60,731	62,441	64,194	65,989	67,828	69,712	71,643
Water Use - 101 - 200 cu ft		46,882	48,297	49,794	51,293	52,789	54,288	55,841	57,432	59,062	60,731	62,441	64,194	65,989	67,828	69,712	71,643
Water Use - 201 - 300 cu ft		46,882	48,297	49,794	51,293	52,789	54,288	55,841	57,432	59,062	60,731	62,441	64,194	65,989	67,828	69,712	71,643
Water Use - 301 - 350 cu ft		23,441	24,148	24,897	25,646	26,395	27,144	27,920	28,716	29,531	30,366	31,220	32,097	32,995	33,914	34,856	35,822
Water Use - > 350 cu ft		636,445	652,044	668,543	685,067	701,566	718,090	735,205	752,748	770,717	789,113	807,960	827,281	847,075	867,344	888,111	909,399
All Water Users																	
Water Use - 0 - 100 cu ft		53,032	54,447	55,944	57,443	58,939	60,438	61,991	63,582	65,212	66,881	68,591	70,344	72,139	73,978	75,862	77,793
Water Use - 101 - 200 cu ft		50,242	51,657	53,154	54,653	56,149	57,648	59,201	60,792	62,422	64,091	65,801	67,554	69,349	71,188	73,072	75,003
Water Use - 201 - 300 cu ft		48,868	50,283	51,780	53,279	54,775	56,274	57,827	59,418	61,048	62,717	64,427	66,180	67,975	69,814	71,698	73,629
Water Use - 301 - 350 cu ft		23,444	24,151	24,900	25,649	26,398	27,147	27,923	28,719	29,534	30,369	31,223	32,100	32,998	33,917	34,859	35,825
Water Use - > 350 cu ft		636,445	652,044	668,543	685,067	701,566	718,090	735,205	752,748	770,717	789,113	807,960	827,281	847,075	867,344	888,111	909,399
Water Use per bill included in the Base Service Fee		350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350
Water Use (100 cu ft) to be included in Base Service Fee		175,585	180,538	185,777	191,223	196,262	201,508	206,942	212,512	218,218	224,058	230,042	236,177	242,462	248,897	255,491	262,250
Water Use (100 cu ft) to be charged at Rate Per 100 cu ft		636,445	652,044	668,543	685,067	701,566	718,090	735,205	752,748	770,717	789,113	807,960	827,281	847,075	867,344	888,111	909,399
INCORPORATED REVENUE BASED ON RATE PER 100 CF			\$4,586,042	\$6,083,745	\$7,480,928	\$9,190,518	\$11,288,367	\$11,902,976	\$12,555,838	\$13,240,925	\$13,967,309	\$14,729,110	\$15,536,329	\$16,382,436	\$17,277,496	\$18,224,034	\$19,224,696
INCORPORATED NUMBER OF ACCOUNTS - COMMERCIAL		370	370	370	370	370	370	370	370	370	370	370	370	370	370	370	370
INCORPORATED NUMBER OF ACCOUNTS - GOVERNMENTAL		45	45	45	45	45	45	45	45	45	45	45	45	45	45	45	45
INCORPORATED NUMBER OF ACCOUNTS - INDUSTRIAL		46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46
INCORPORATED NUMBER OF ACCOUNTS - RESIDENTIAL		8,378	8,613	8,863	9,113	9,362	9,612	9,871	10,136	10,408	10,686	10,971	11,263	11,562	11,869	12,183	12,505
INCORPORATED NUMBER OF ACCOUNTS - TOTAL		8,839	9,074	9,324	9,574	9,823	10,073	10,332	10,597	10,869	11,147	11,432	11,724	12,023	12,330	12,644	12,966
INCREASE IN BIMONTHLY WATER SERVICE CHARGE (%)		0%	26%	25.00%	20.00%	20.00%	20.00%	3.00%									
INFRASTRUCTURE FEE - TO BE ROLLED INTO WATER SERVICE CHARGE		\$ 16.50	\$ 16.83	\$ 17.17	\$ 17.51	\$ 17.86	\$ 18.22	\$ 18.59	\$ 18.96	\$ 19.34	\$ 19.72	\$ 20.11	\$ 20.51	\$ 20.92	\$ 21.34	\$ 21.77	\$ 22.21
WATER SERVICE CHARGE WITHOUT INFRASTRUCTURE FEE AMOUNT		\$ 33.00	\$ 41.44	\$ 51.80	\$ 62.16	\$ 74.59	\$ 89.51	\$ 92.20	\$ 94.96	\$ 97.81	\$ 100.75	\$ 103.77	\$ 106.88	\$ 110.09	\$ 113.39	\$ 116.79	\$ 120.30
INCREASE IN BIMONTHLY WATER SERVICE CHARGE (\$)		\$ 49.50	\$ 58.27	\$ 68.97	\$ 79.67	\$ 92.45	\$ 107.73	\$ 110.96	\$ 114.29	\$ 117.72	\$ 121.25	\$ 124.89	\$ 128.64	\$ 132.50	\$ 136.48	\$ 140.57	\$ 144.79
OVERALL INCREASE IN BIMONTHLY WATER SERVICE CHARGE/INFRASTRUCTURE FEE (%)			17.72%	18.36%	15.51%	16.04%	16.53%	3.00%									
INCORPORATED - BIMONTHLY WATER SERVICE CHARGE		\$33.00	\$ 41.44	\$ 51.80	\$ 62.16	\$ 74.59	\$ 89.51	\$ 92.20	\$ 94.96	\$ 97.81	\$ 100.75	\$ 103.77	\$ 106.88	\$ 110.09	\$ 113.39	\$ 116.79	\$ 120.30
INCORPORATED - WATER SERVICE CHARGE - ANNUALLY			\$3,093,035	\$3,858,432	\$4,576,449	\$5,448,941	\$6,511,014	\$6,878,515	\$7,266,826	\$7,676,810	\$8,109,354	\$8,566,323	\$9,049,005	\$9,558,462	\$10,096,523	\$10,663,909	\$11,263,662
TOTAL WATER SALES			\$7,679,077	\$9,942,178	\$12,057,377	\$14,639,459	\$17,799,381	\$18,781,492	\$19,822,664	\$20,917,735	\$22,076,663	\$23,295,434	\$24,585,334	\$25,940,898	\$27,374,019	\$28,887,944	\$30,488,359
WATER - REVENUES																	
WATER FUND REVENUES																	
Places of Eating Tax	2%	\$758,809	\$734,400	\$749,088	\$764,070	\$779,351	\$794,938	\$810,837	\$827,053	\$843,595	\$860,466	\$877,					

1 ANNUAL REVENUE SUMMARY

FY	Inflation Factor	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	
WATER SALES																	
4	CITY POPULATION	38,433	39,375	40,340	41,329	42,342	43,380	44,444	45,534	46,650	47,796	48,274	48,757	49,245	49,737	50,234	
5	INCORPORATED COMMERCIAL WATER USE PER CAPITA (GPDPC)	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	
6	INCORPORATED GOVERNMENTAL WATER USE PER CAPITA (GPDPC)	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	
7	INCORPORATED INDUSTRIAL WATER USE PER CAPITA (GPDPC)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	
8	INCORPORATED RESIDENTIAL WATER USE PER CAPITA (GPDPC)	51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8	
9	INCORPORATED - TOTAL WATER USE (GPDPC)	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0	
10	INCORPORATED - TOTAL WATER USE (ANNUAL - 1,000 GALLONS)	897,949	919,958	942,504	965,611	989,279	1,013,531	1,038,390	1,063,857	1,089,931	1,116,706	1,127,874	1,139,159	1,150,561	1,162,056	1,173,668	
11	INCORPORATED - TOTAL WATER USE (ANNUAL - 100 CF)	1,200,383	1,229,805	1,259,945	1,290,835	1,322,474	1,354,894	1,388,126	1,422,170	1,457,026	1,492,819	1,507,749	1,522,834	1,538,076	1,553,443	1,568,966	
12	INCREASE IN RATE PER 100 CF (%)	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	
13	INCREASE IN RATE PER 100 CF (\$)	\$ 0.63	\$ 0.65	\$ 0.67	\$ 0.69	\$ 0.71	\$ 0.73	\$ 0.76	\$ 0.78	\$ 0.80	\$ 0.83	\$ 0.85	\$ 0.88	\$ 0.90	\$ 0.93	\$ 0.96	
14	INCORPORATED RATE PER 100 CU FT	\$ 21.77	\$ 22.42	\$ 23.09	\$ 23.78	\$ 24.49	\$ 25.22	\$ 25.98	\$ 26.76	\$ 27.56	\$ 28.39	\$ 29.24	\$ 30.12	\$ 31.02	\$ 31.95	\$ 32.91	
15	INCORPORATED RATE PER 1,000 GALLONS	\$29.10	\$29.97	\$30.87	\$31.79	\$32.74	\$33.71	\$34.73	\$35.77	\$36.84	\$37.95	\$39.09	\$40.26	\$41.47	\$42.71	\$43.99	
17	Average Number of Users - 0 to 100 cu ft	465	465	465	465	465	465	465	465	465	465	465	465	465	465	465	
18	Water Use - 0 to 100 cu ft	2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790	
20	Average Number of Users - 101 to 200 cu ft	229	229	229	229	229	229	229	229	229	229	229	229	229	229	229	
21	Water Use - 0 - 100 cu ft	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	
22	Water Use - 101 - 200 cu ft	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	
24	Average Number of Users - 201 to 300 cu ft	330	330	330	330	330	330	330	330	330	330	330	330	330	330	330	
25	Water Use - 0 - 100 cu ft	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	
26	Water Use - 101 - 200 cu ft	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	
27	Water Use - 201 to 300 cu ft	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	
29	Average Number of Users - 301 to 350 cu ft	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
30	Water Use - 0 - 100 cu ft	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	
31	Water Use - 101 - 200 cu ft	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	
32	Water Use - 201 - 300 cu ft	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	
33	Water Use - 301 to 350 cu ft	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	
35	Average Number of Users - > 350 cu ft	12,270	12,608	12,954	13,308	13,671	14,043	14,425	14,815	15,215	15,626	15,798	15,971	16,146	16,322	16,500	
36	Water Use - 0 - 100 cu ft	73,622	75,647	77,723	79,850	82,028	84,260	86,548	88,893	91,293	93,757	94,785	95,824	96,873	97,931	99,000	
37	Water Use - 101 - 200 cu ft	73,622	75,647	77,723	79,850	82,028	84,260	86,548	88,893	91,293	93,757	94,785	95,824	96,873	97,931	99,000	
38	Water Use - 201 - 300 cu ft	73,622	75,647	77,723	79,850	82,028	84,260	86,548	88,893	91,293	93,757	94,785	95,824	96,873	97,931	99,000	
39	Water Use - 301 - 350 cu ft	36,811	37,824	38,861	39,925	41,014	42,130	43,274	44,446	45,646	46,879	47,393	47,912	48,437	48,966	49,500	
40	Water Use - > 350 cu ft	931,209	953,540	976,417	999,862	1,023,877	1,048,484	1,073,707	1,099,547	1,126,003	1,153,171	1,164,502	1,175,952	1,187,521	1,199,184	1,210,966	
All Water Users																	
43	Water Use - 0 - 100 cu ft	79,772	81,797	83,873	86,000	88,178	90,410	92,698	95,043	97,443	99,907	100,935	101,974	103,023	104,081	105,150	
44	Water Use - 101 - 200 cu ft	76,982	79,007	81,083	83,210	85,388	87,620	89,908	92,253	94,653	97,117	98,145	99,184	100,233	101,291	102,360	
45	Water Use - 201 - 300 cu ft	75,608	77,633	79,709	81,836	84,014	86,246	88,534	90,879	93,279	95,743	97,810	98,859	99,917	100,986		
46	Water Use - 301 - 350 cu ft	36,814	37,827	38,864	39,928	41,017	42,133	43,277	44,449	45,649	46,882	47,396	47,915	48,440	48,969	49,503	
47	Water Use - > 350 cu ft	931,209	953,540	976,417	999,862	1,023,877	1,048,484	1,073,707	1,099,547	1,126,003	1,153,171	1,164,502	1,175,952	1,187,521	1,199,184	1,210,966	
48	Water Use per bill included in the Base Service Fee	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	
49	Water Use (100 cu ft) to be included in Base Service Fee	269,175	276,265	283,528	290,972	298,597	306,410	314,419	322,623	331,023	339,649	343,247	346,882	350,555	354,258	357,999	
50	Water Use (100 cu ft) to be charged at Rate Per 100 cu ft	931,209	953,540	976,417	999,862	1,023,877	1,048,484	1,073,707	1,099,547	1,126,003	1,153,171	1,164,502	1,175,952	1,187,521	1,199,184	1,210,966	
52	INCORPORATED REVENUE BASED ON RATE PER 100 CF	\$20,272,416	\$21,378,369	\$22,545,461	\$23,776,722	\$25,074,738	\$26,442,759	\$27,894,912	\$29,423,877	\$31,032,647	\$32,738,512	\$34,050,043	\$35,419,682	\$36,836,899	\$38,313,942	\$39,852,905	
54	INCORPORATED NUMBER OF ACCOUNTS - COMMERCIAL	370	370	370	370	370	370	370	370	370	370	370	370	370	370	370	
55	INCORPORATED NUMBER OF ACCOUNTS - GOVERNMENTAL	45	45	45	45	45	45	45	45	45	45	45	45	45	45	45	
56	INCORPORATED NUMBER OF ACCOUNTS - INDUSTRIAL	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	
57	INCORPORATED NUMBER OF ACCOUNTS - RESIDENTIAL	12,834	13,172	13,518	13,872	14,235	14,607	14,989	15,379	15,779	16,190	16,362	16,535	16,710	16,886	17,064	
58	INCORPORATED NUMBER OF ACCOUNTS - TOTAL	13,295	13,633	13,979	14,333	14,696	15,068	15,450	15,840	16,240	16,651	16,823	16,996	17,171	17,347	17,525	
59	INCREASE IN BIMONTHLY WATER SERVICE CHARGE (%)	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	
60	INFRASTRUCTURE FEE - TO BE ROLLED INTO WATER SERVICE CHARGE																
61	WATER SERVICE CHARGE WITHOUT INFRASTRUCTURE FEE AMOUNT																
62	INCREASE IN BIMONTHLY WATER SERVICE CHARGE (\$)	\$ 149.13	\$ 153.60	\$ 158.21	\$ 162.96	\$ 167.85	\$ 172.89	\$ 178.08	\$ 183.42	\$ 188.92	\$ 194.59	\$ 200.43	\$ 206.44	\$ 212.63	\$ 219.01	\$ 225.58	
63	OVERALL INCREASE IN BIMONTHLY WATER SERVICE CHARGE/INFRASTRUCTURE FEE (%)	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	
64	INCORPORATED - BIMONTHLY WATER SERVICE CHARGE	\$ 123.91	\$ 127.62	\$ 131.45	\$ 135.40	\$ 139.46	\$ 143.64	\$ 147.95	\$ 152.39	\$ 156.96	\$ 161.67	\$ 166.52	\$ 171.52	\$ 176.66	\$ 181.96	\$ 187.42	
65	INCORPORATED - WATER SERVICE CHARGE - ANNUALLY	\$11,896,337	\$12,564,080	\$13,269,495	\$14,014,486	\$14,800,685	\$15,631,037	\$16,507,744	\$17,432,706	\$18,408,848	\$19,440,918	\$20,230,409	\$21,051,459	\$21,905,824	\$22,794,839	\$23,719,756	
67	TOTAL WATER SALES	\$32,168,753	\$33,942,450	\$35,814,955	\$37,791,208	\$39,875,422	\$42,073,796	\$44,402,656	\$46,856,584	\$49,441,496	\$52,179,430	\$54,280,451	\$56,471,142	\$58,742,723	\$61,108,780	\$63,572,661	
WATER - REVENUES																	
WATER FUND REVENUES																	
71	Places of Eating Tax	2%	\$988,405	\$1,008,174	\$1,028,337	\$1,048,904	\$1,069,882	\$1,091,280	\$1,113,105	\$1,135,367	\$1,158,075	\$1,181,236	\$1,204,861	\$1,228,958	\$1,253,537	\$1,278,608	\$1,304,180
72	Water Sales		\$32,168,753	\$33,942,450	\$35,814,955	\$37,791,208	\$39,875,422	\$42,073,796	\$44,402,656	\$46,856,584	\$49,441,496	\$52,179,430	\$54,280,451	\$56,471,142	\$58,742,723	\$61,108,780	\$63,572,661
73	Bulk Water Sales		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	
74	Late Penalties - Water		\$965,063	\$1,018,273	\$1,074,449	\$1,133,736	\$1,196,263	\$1,262,214	\$1,332,080	\$1,405,698	\$1,483,245	\$1,565,383	\$1,628,414	\$1,694,134	\$1,762,282	\$1,833,263	\$1,907,180
75	Water Meter Sales		\$230,824	\$239,720	\$249,032	\$258,771	\$268,681	\$279,032	\$289,835	\$300,824	\$312,000	\$324,495	\$137,061	\$140,226	\$143,427	\$146,366	\$149,634
76	Number of New Meters		330	338	346	354	363	372	381	391	400	411	417	423	429	436	
77	Revenue collected per new meter installed		\$700	\$710	\$720	\$730</											

1 ANNUAL REVENUE SUMMARY

FY	Inflation Factor	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065
WATER SALES											
	CITY POPULATION	50,736	51,243	51,755	52,273	52,796	53,324	53,857	54,396	54,940	55,489
	INCORPORATED COMMERCIAL WATER USE PER CAPITA (GPDPC)	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2
	INCORPORATED GOVERNMENTAL WATER USE PER CAPITA (GPDPC)	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
	INCORPORATED INDUSTRIAL WATER USE PER CAPITA (GPDPC)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
	INCORPORATED RESIDENTIAL WATER USE PER CAPITA (GPDPC)	51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8	51.8
	INCORPORATED - TOTAL WATER USE (GPDPC)	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0
	INCORPORATED - TOTAL WATER USE (ANNUAL - 1,000 GALLONS)	1,185,397	1,197,242	1,209,205	1,221,307	1,233,527	1,245,863	1,258,316	1,270,909	1,283,619	1,296,446
	INCORPORATED - TOTAL WATER USE (ANNUAL - 100 CF)	1,584,645	1,600,480	1,616,471	1,632,650	1,648,985	1,665,476	1,682,123	1,698,958	1,715,949	1,733,096
	INCREASE IN RATE PER 100 CF (%)	3%									
	INCREASE IN RATE PER 100 CF (\$)	\$ 0.99	\$ 1.02	\$ 1.05	\$ 1.08	\$ 1.11	\$ 1.14	\$ 1.18	\$ 1.21	\$ 1.25	\$ 1.29
	INCORPORATED RATE PER 100 CU FT	\$ 33.90	\$ 34.92	\$ 35.97	\$ 37.05	\$ 38.16	\$ 39.30	\$ 40.48	\$ 41.69	\$ 42.94	\$ 44.23
	INCORPORATED RATE PER 1,000 GALLONS	\$45.32	\$46.68	\$48.08	\$49.53	\$51.01	\$52.54	\$54.11	\$55.73	\$57.40	\$59.13
	Average Number of Users - 0 to 100 cu ft	465	465	465	465	465	465	465	465	465	465
	Water Use - 0 to 100 cu ft	2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790	2,790
	Average Number of Users - 101 to 200 cu ft	229	229	229	229	229	229	229	229	229	229
	Water Use - 0 - 100 cu ft	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374
	Water Use - 101 - 200 cu ft	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374
	Average Number of Users - 201 to 300 cu ft	330	330	330	330	330	330	330	330	330	330
	Water Use - 0 - 100 cu ft	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980
	Water Use - 101 - 200 cu ft	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980
	Water Use - 201 to 300 cu ft	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980
	Average Number of Users - 301 to 350 cu ft	1	1	1	1	1	1	1	1	1	1
	Water Use - 0 - 100 cu ft	6	6	6	6	6	6	6	6	6	6
	Water Use - 101 - 200 cu ft	6	6	6	6	6	6	6	6	6	6
	Water Use - 201 - 300 cu ft	6	6	6	6	6	6	6	6	6	6
	Water Use - 301 to 350 cu ft	3	3	3	3	3	3	3	3	3	3
	Average Number of Users - > 350 cu ft	16,680	16,862	17,045	17,231	17,418	17,608	17,799	17,992	18,187	18,384
	Water Use - 0 - 100 cu ft	100,080	101,170	102,271	103,385	104,510	105,645	106,791	107,951	109,121	110,301
	Water Use - 101 - 200 cu ft	100,080	101,170	102,271	103,385	104,510	105,645	106,791	107,951	109,121	110,301
	Water Use - 201 - 300 cu ft	100,080	101,170	102,271	103,385	104,510	105,645	106,791	107,951	109,121	110,301
	Water Use - 301 - 350 cu ft	50,040	50,585	51,136	51,693	52,255	52,823	53,396	53,975	54,560	55,151
	Water Use - > 350 cu ft	1,222,867	1,234,886	1,247,024	1,259,303	1,271,702	1,284,219	1,296,854	1,309,632	1,322,528	1,335,543
	All Water Users										
	Water Use - 0 - 100 cu ft	106,230	107,320	108,421	109,535	110,660	111,795	112,941	114,101	115,271	116,451
	Water Use - 101 - 200 cu ft	103,440	104,530	105,631	106,745	107,870	109,005	110,151	111,311	112,481	113,661
	Water Use - 201 - 300 cu ft	102,066	103,156	104,257	105,371	106,496	107,631	108,777	109,937	111,107	112,287
	Water Use - 301 - 350 cu ft	50,043	50,588	51,139	51,696	52,258	52,826	53,399	53,978	54,563	55,154
	Water Use - > 350 cu ft	1,222,867	1,234,886	1,247,024	1,259,303	1,271,702	1,284,219	1,296,854	1,309,632	1,322,528	1,335,543
	Water Use per bill included in the Base Service Fee	350	350	350	350	350	350	350	350	350	350
	Water Use (100 cu ft) to be included in Base Service Fee	361,778	365,594	369,448	373,347	377,283	381,257	385,269	389,326	393,421	397,553
	Water Use (100 cu ft) to be charged at Rate Per 100 cu ft	1,222,867	1,234,886	1,247,024	1,259,303	1,271,702	1,284,219	1,296,854	1,309,632	1,322,528	1,335,543
	INCORPORATED REVENUE BASED ON RATE PER 100 CF	\$41,455,190	\$43,122,220	\$44,855,440	\$46,657,194	\$48,528,143	\$50,469,797	\$52,496,658	\$54,598,553	\$56,789,356	\$59,071,059
	INCORPORATED NUMBER OF ACCOUNTS - COMMERCIAL	370	370	370	370	370	370	370	370	370	370
	INCORPORATED NUMBER OF ACCOUNTS - GOVERNMENTAL	45	45	45	45	45	45	45	45	45	45
	INCORPORATED NUMBER OF ACCOUNTS - INDUSTRIAL	46	46	46	46	46	46	46	46	46	46
	INCORPORATED NUMBER OF ACCOUNTS - RESIDENTIAL	17,244	17,426	17,609	17,795	17,982	18,172	18,363	18,556	18,751	18,948
	INCORPORATED NUMBER OF ACCOUNTS - TOTAL	17,705	17,887	18,070	18,256	18,443	18,633	18,824	19,017	19,212	19,409
	INCREASE IN BIMONTHLY WATER SERVICE CHARGE (%)	3.00%									
	INFRASTRUCTURE FEE - TO BE ROLLED INTO WATER SERVICE CHARGE										
	WATER SERVICE CHARGE WITHOUT INFRASTRUCTURE FEE AMOUNT										
	INCREASE IN BIMONTHLY WATER SERVICE CHARGE (\$)	\$ 232.35	\$ 239.32	\$ 246.50	\$ 253.90	\$ 261.52	\$ 269.37	\$ 277.45	\$ 285.77	\$ 294.34	\$ 303.17
	OVERALL INCREASE IN BIMONTHLY WATER SERVICE CHARGE/INFRASTRUCTURE FEE (%)	3.00%									
	INCORPORATED - BIMONTHLY WATER SERVICE CHARGE	\$ 193.04	\$ 198.84	\$ 204.80	\$ 210.94	\$ 217.27	\$ 223.79	\$ 230.50	\$ 237.42	\$ 244.54	\$ 251.88
	INCORPORATED - WATER SERVICE CHARGE - ANNUALLY	\$24,682,461	\$25,683,817	\$26,725,790	\$27,810,945	\$28,939,741	\$30,114,286	\$31,335,615	\$32,606,535	\$33,928,724	\$35,304,499
	TOTAL WATER SALES	\$66,137,650	\$68,806,037	\$71,581,230	\$74,468,139	\$77,467,884	\$80,584,083	\$83,832,273	\$87,205,088	\$90,718,079	\$94,375,557
	WATER - REVENUES										
	WATER FUND REVENUES										
	Places of Eating Tax	2%	\$1,330,264	\$1,356,869	\$1,384,006	\$1,411,686	\$1,439,920	\$1,468,719	\$1,498,093	\$1,528,055	\$1,558,616
	Water Sales		\$66,137,650	\$68,806,037	\$71,581,230	\$74,468,139	\$77,467,884	\$80,584,083	\$83,832,273	\$87,205,088	\$90,718,079
	Bulk Water Sales		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	Late Penalties - Water		\$1,984,130	\$2,064,181	\$2,147,437	\$2,234,044	\$2,324,037	\$2,417,522	\$2,514,968	\$2,616,153	\$2,721,542
	Water Meter Sales		\$152,939	\$156,280	\$159,656	\$163,384	\$166,835	\$170,323	\$173,846	\$177,335	\$180,968
	Number of New Meters		180	182	184	186	189	191	193	195	197
	Revenue collected per new meter installed		\$850	\$860	\$870	\$880	\$890	\$900	\$910	\$920	\$930
	Water Infrastructure Fee - Expires on 4/30/25 (\$16.50 per account every 2 months)										
	Water Connection Fees		\$1,152,981	\$1,199,355	\$1,247,518	\$1,300,013	\$1,351,927	\$1,405,729	\$1,461,643	\$1,522,530	\$1,582,670
	Projected # of New Homes		180	182	184	186	189	191	193	195	197
	Tap-on Fee Per Housing Unit	3%	\$6,408	\$6,600	\$6,798	\$7,002	\$7,212	\$7,428	\$7,651	\$7,881	\$8,117
	Investment Earnings		\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
	Unrealized Gain(Loss)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Rental Income	3%	\$272,930	\$281,117	\$289,551	\$298,238	\$307,185	\$316,400	\$325,892	\$335,669	\$345,739
	Miscellaneous Income		\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
	Total - Water Fund Revenues		\$71,334,393	\$74,167,339	\$77,112,898	\$80,179,003	\$83,361,288	\$86,666,275	\$90,110,214	\$93,688,730	\$97,411,479
	TOTAL ANNUAL REVENUES		\$71,334,393	\$74,167,339	\$77,112,898	\$80,179,003	\$83,361,288	\$86,666,275	\$90,110,214	\$93,688,730	\$97,411,479

88 TOTAL ANNUAL REVENUES



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

Economic Development Committee #1

Tracking Number

EDC 2025-65

Agenda Item Summary Memo

Title: QuikTrip – Dormant SSA – Establishing Ordinance

Meeting and Date: City Council – January 13, 2026

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: CC – 11/10/25 Action Taken: A public hearing was held.

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. 2026-_____

**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. 2026.

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. 2026.

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



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





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

Economic Development Committee #2

Tracking Number

EDC 2025-66

Agenda Item Summary Memo

Title: Costco – Dormant SSA – Establishing Ordinance

Meeting and Date: City Council – January 13, 2026

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: CC – 11/10/25 Action Taken: A public hearing was held.

Item Number: EDC 2025-66

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Sara Mendez Community Development
Name Department

Agenda Item Notes:

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. 2026-_____

**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. 2026.

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. 2026.

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

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:

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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.

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- (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 checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2025-08

Agenda Item Summary Memo

Title: Public Works and Parks Department Facility – Amendment to PSA with Kluber, Inc.

Meeting and Date: City Council – January 13, 2026

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: _____ **Bart Olson** _____ **Administration**
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: January 8, 2026
Subject: Kluber – PW and Parks Facility contract amendment

Summary

Consideration of an amendment to the AIA professional services agreement with Kluber, Inc for the PW and Parks Facility, regarding commissioning services.

Background

This item was last discussed by the City Council in early 2024, when the City approved a AIA professional services agreement with Kluber, Inc to serve as the City's architect for the PW and Parks Facility. Within that agreement, Kluber had allocated \$25,000 for a commissioning agent for the building. Commissioning agents will review all operational components of the building to make sure things like HVAC, electrical, plumbing, and control systems are working as intended. After discussing the anticipated commissioning of the building with Kluber (architects) and RC Wegman (construction manager), we have chosen to have RC Wegman's agent to complete the commissioning (at a similar price as what Kluber has proposed). As a result, we need to amend the Kluber contract to reduce the value by \$25,000 due to the removal of the commissioning agent's services from Kluber's scope.

Recommendation

Staff recommends approval of the amended professional services agreement with Kluber.

Resolution No. 2026-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH KLUBER, INC. FOR THE DESIGN OF A PUBLIC WORKS FACILITY

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 this State; and,

WHEREAS, the City has acquired certain property commonly known as Lot 4 of the Yorkville Business Center on Boombah Boulevard for the purpose of constructing an 87,000 square foot public works facility (the "*PW Facility*"); and

WHEREAS, to design the PW Facility, the City entered into the AIA Document B133-2019, a standard form of Agreement between the Kluber, Inc. of Aurora, Illinois (the "*Architect*") and City (the "*Agreement*"); and

WHEREAS, section 11.2 of the Agreement contemplated a \$25,000 allowance for the Architect to handle Commissioning Services; and

WHEREAS, Commissioning Services for the PW Facility are included in a construction contract with RC Wegman, and shall not be handled by the Architect, thereby requiring an amendment to the Agreement to remove the \$25,000 Commissioning Services Allowance, as set forth in the AIA Document G802-2017, amendment to the Professional Services Agreement attached hereto; and

WHEREAS, the Mayor and City Council have reviewed the required compensation adjustment and find it to be reasonable and should be approved as the Commissioning Services will no longer be handled by the Architect, 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 the AIA Document, being a standard form of Amendment to the Professional Services Agreement, by and between the United City of Yorkville and Kluber, Inc.

attached hereto and made a part hereof by this reference is hereby approved and the Mayor is hereby authorized to execute said Agreement on behalf of the United City of Yorkville.

Section 2. That this Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2026.

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. 2026.

MAYOR

Attest:

CITY CLERK

 **AIA**® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
1370 - United City of Yorkville - New
Public Works Facility

AGREEMENT INFORMATION:
Date:
February 13, 2024

AMENDMENT INFORMATION:
Amendment Number:
003
Date:
December 16, 2025

OWNER: *(name and address)*
United City of Yorkville
651 Paririe Point Drive
Yorkville, IL 60560

ARCHITECT: *(name and address)*
Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

The Owner and Architect amend the Agreement as follows:
Supplemental Services fee adjustment to remove the Commissioning Services Allowance identified in § 11.2. These services will be handled directly by the Construction Manager rather than the Architect.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
§ 11.2 Supplemental Services Compensation
Delete the \$ 25,000.00 allowance from Architect's Agreement as described in § 4.1.1.24.

Schedule Adjustment:
No Change



ARCHITECT *(Signature)*
BY: Michael T. Kluber, President

(Printed name, title, and license number if required)

12/16/2025

Date

OWNER *(Signature)*
BY: John Purcell, Mayor

(Printed name and title)

Date



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

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2025-09

Agenda Item Summary Memo

Title: Lake Michigan Water Project Update

Meeting and Date: City Council – January 13, 2026

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.
