



United City of Yorkville

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

AGENDA
CITY COUNCIL MEETING
Tuesday, February 24, 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:

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – February 10, 2026
2. Bill Payments for Approval
 - \$ 3,424,428.11 (vendors)
 - \$ 62,515.08 (wire payments)
 - \$ 481,951.83 (payroll period ending 02/13/26)
 - \$ 3,968,895.02 (total)
3. PW 2026-19 Ordinance Accepting the Dedication of Public Improvements Located within the Kendall Marketplace Phase 1 Subdivision – *authorize the Mayor and City Clerk to execute*
4. PW 2026-20 Resolution Approving the Release of a Performance Guarantee Bond Related to Grande Reserve Unit 6 – *authorize the Mayor and City Clerk to execute*
5. ADM 2026-09 Treasurer’s Report for January 2026
6. ADM 2026-13 Travel Authorization for Fiscal Year 2027 – *approve the travel authorizations for elected officials as presented in packet materials*
7. ADM 2026-16 Resolution Approving a Sexual Abuse and Misconduct Prevention Policy – *authorize the Mayor and City Clerk to execute*

Mayor's Report:

1. CC 2026-07 Resolution Approving an Engineering Agreement with Sargent & Lundy, LLC
2. CC 2026-08 Ordinance authorizing the borrowing of an aggregate principal amount of \$8,000,000 from the Illinois Environmental Protection Agency for the purpose of financing the costs of necessary improvements to the City's water delivery system, authorizing the execution of a loan agreement relating to such loan and providing for the collection, segregation and distribution of the revenues of the water system for the payment of said loan.

Public Works Committee Report:

1. PW 2026-21 Resolution Approving a Change Order Related to the Yorkville North Receiving Station Project (Change Order No. 1)
2. PW 2026-22 Resolution Approving a Change Order Related to the Faxon Road Reconstruction Project (Change Order No. 1)
3. PW 2026-23 Resolution Approving a Change Order Related to the Beecher Road Reconstruction Project (Change Order No. 1)
4. PW 2026-24 Resolution Approving a Bid to Replace Water Mains (2026 Water Main Improvements)
5. PW 2026-25 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2026 Water Main Improvements – Construction Engineering)
6. PW 2026-28 Boombah Boulevard and Commercial Drive Traffic Control Study – Discussion

Economic Development Committee Report:

1. 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:

1. ADM 2026-14 Resolution Accepting a Proposal from EMA, Inc.
2. ADM 2026-15 Resolution Approving an Agreement for Acoustic Consulting Services with Soundscape Consulting LLC

Park Board:

Planning and Zoning Commission:

1. PZC 2025-16 & EDC 2026-05 Ordinance Granting a Front Yard Setback Variance for Property Located at 202 E. Wolf Street, Yorkville, Illinois

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
4. CC 2025-09 Lake Michigan Water Project Update
5. CC 2026-09 2019 City Survey Analysis and Presentation

Additional Business:

Citizen Comments:

Executive Session:

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.

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: March 18, 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: March 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		

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

PUBLIC WORKS: March 17, 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, February 24, 2026
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. Minutes of the Regular City Council – February 10, 2026

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

Removed _____

Notes _____

2. Bill Payments for Approval

Approved _____

As presented

As amended

Notes _____

3. PW 2026-19 Ordinance Accepting the Dedication of Public Improvements Located within the Kendall Marketplace Phase 1 Subdivision

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

4. PW 2026-20 Resolution Approving the Release of a Performance Guarantee Bond Related to Grande Reserve Unit 6

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

5. ADM 2026-09 Treasurer's Report for January 2026

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

Removed _____

Notes _____

6. ADM 2026-13 Travel Authorization for Fiscal Year 2027

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

Removed _____

Notes _____

7. ADM 2026-16 Resolution Approving a Sexual Abuse and Misconduct Prevention Policy

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

Removed _____

Notes _____

MAYOR'S REPORT:

1. CC 2026-07 Resolution Approving an Engineering Agreement with Sargent & Lundy, LLC

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

-
2. CC 2026-08 Ordinance authorizing the borrowing of an aggregate principal amount of \$8,000,000 from the Illinois Environmental Protection Agency for the purpose of financing the costs of necessary improvements to the City's water delivery system, authorizing the execution of a loan agreement relating to such loan and providing for the collection, segregation and distribution of the revenues of the water system for the payment of said loan.

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

PUBLIC WORKS COMMITTEE REPORT:

1. PW 2026-21 Resolution Approving a Change Order Related to the Yorkville North Receiving Station Project (Change Order No. 1)

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

2. PW 2026-22 Resolution Approving a Change Order Related to the Faxon Road Reconstruction Project (Change Order No. 1)

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

3. PW 2026-23 Resolution Approving a Change Order Related to the Beecher Road Reconstruction Project (Change Order No. 1)

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

4. PW 2026-24 Resolution Approving a Bid to Replace Water Mains (2026 Water Main Improvements)

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

5. PW 2026-25 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(2026 Water Main Improvements – Construction Engineering)

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

6. PW 2026-28 Boombah Boulevard and Commercial Drive Traffic Control Study – Discussion

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

ECONOMIC DEVELOPMENT COMMITTEE REPORT:

1. 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 _____

ADMINISTRATION COMMITTEE REPORT:

1. ADM 2026-14 Resolution Accepting a Proposal from EMA, Inc.

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

2. ADM 2026-15 Resolution Approving an Agreement for Acoustic Consulting Services with
Soundscape Consulting LLC

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

PLANNING AND ZONING COMMISSION:

1. PZC 2025-16 & EDC 2026-05 Ordinance Granting a Front Yard Setback Variance for Property
Located at 202 E. Wolf Street, Yorkville, Illinois

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

MAYOR'S REPORT (CONT'D):

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

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

4. CC 2025-09 Lake Michigan Water Project Update

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

5. CC 2026-09 2019 City Survey Analysis and Presentation

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Economic Development	<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 – February 10, 2026

Meeting and Date: City Council – February 24, 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, FEBRUARY 10, 2026**

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 Tornatore, Public Works Director Dhuse, Community Development Director Barksdale-Noble, Finance Director Fredrickson, Parks and Recreation Director Evans, Economic Development Coordinator Gregory, Economic Development Director Dubajic Kellogg, EEI Engineer Sanderson, and Superintendent of Recreation Remus.

Staff in attendance electronically: Assistant City Administrator Willrett

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

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

<https://us02web.zoom.us/j/82116241803?pwd=plBJ0gpuCcLhFf2X807AnNGP6GCjGt.1>.

The Zoom meeting ID was 821 1624 1803.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

Mayor Purcell shared that City Administrator Olson will give a short presentation on data centers. He also clarified that a vote on the Meyer property, adjacent to the Caledonia subdivision, is not scheduled, as digital ABC News 7 reported in error. He further explained that it is not on the agenda.

PRESENTATIONS

Check Presentations

a. Yorkville American Legion Flags of Valor

Parks and Recreation Director Evans presented a check to the Yorkville American Legion Flags of Valor for \$3,000. He shared that the American Legion and the City work together for the Legion’s Memorial Day celebration and the Flags of Valor flag display in Town Square. Director Evans also stated that the fish fry will be starting next week. Commander Jeff, of the American Legion, thanked the Parks and Recreation staff for assisting in numerous events. He presented Director Evans, Superintendent of Recreation Remus, and Superintendent of Parks Sleezer each with a plaque of appreciation.

b. Knights of Columbus

Parks and Recreation Director Evans presented a check to the Knights of Columbus for \$1,500. He shared that the Knights of Columbus volunteer at many City events throughout the year, including the holiday celebration race.

Data Center Presentation

City Administrator Olson gave a presentation and status update on data center developments (*see presentation attached*).

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

1. Minutes of the Regular City Council – January 13, 2026
2. Minutes of the Regular City Council – January 27, 2026
3. Bill Payments for Approval
 - \$ 530,093.61 (vendors)
 - \$ 201,328.36 (wire payments)
 - \$ 475,127.67 (payroll period ending 01/30/26)
 - \$ 1,206,549.64 (total)
4. **Resolution 2026-13** Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services Between the United City of Yorkville and Kendall County – *authorize the Mayor and City Clerk to execute* (PW 2025-107)

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

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

Ordinance 2026-09

**Approving a Minor Amendment to the Approved
Planned Unit Development for C1 Yorkville, LLC
(CC 2026-04)**

Mayor Purcell entertained a motion to approve an Ordinance Approving a Minor Amendment to the Approved Planned Unit Development for C1 Yorkville, LLC and authorize the Mayor and City Clerk to execute. So moved by Alderman Plocher; seconded by Alderman Soling.

Community Development Director Barksdale-Noble explained that the minor amendment to the previously approved PUD for C1 Yorkville, LLC is to revise the site and location of electrical substations and remove one building. Although the minor change to the PUD is typically approved administratively by staff, she explained that the petitioner has chosen to follow the pull review process under the Unified Development Ordinance and obtain formal approval from the City Council. Director Barksdale-Noble stated that the proposed changes include reducing the substation from 800,000 square feet to 400,000 square feet, eliminating Building 7, and reducing the total building size from 2.4 million square feet to 2.1 million square feet.

Russ Whitaker shared that they would be seeking a site development permit imminently, with construction starting this quarter. They expect power delivery by next year. Alderman Funkhouser asked whether they would consider reducing building heights if they returned for a further amendment. Mr. Whitaker explained they would reduce it to one story from two two-story buildings if so. Mayor Purcell asked when construction begins on buildings, how many jobs are expected during construction. Mr. Whitaker stated that they will get that material to the Mayor. Alderman Soling asked why they reduced the substation size. Mr. Whitaker stated they were able to get into the final engineering drawings and dial things in.

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

Ordinance 2026-10

**Authorizing the Acquisition of Easements for the
Construction of Improvements to the City’s
Water System (Rally Homes, LLC)
(CC 2026-05)**

Mayor Purcell entertained a motion to approve an Ordinance Authorizing the Acquisition of Easements for the Construction of Improvements to the City’s Water System (Rally Homes, LLC) and authorize the Mayor and City Clerk to execute. So moved by Alderman Funkhouser; seconded by Alderman Marek. City Administrator Olson explained that the easement is necessary for the Lake Michigan water project and will cost \$5,000, plus closing costs.

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

Ordinance 2026-11

Authorizing and providing for an installment purchase agreement for the purpose of financing the costs of certain water system capital projects in and for the United City of Yorkville, Kendall County, Illinois, and authorizing and providing for the issuance of a not to exceed \$50,000,000 debt certificate, Series 2026, of said city evidencing the rights to payment under such agreement, prescribing the details of the agreement and certificate, and providing security for and means of payment under the agreement of the certificate.
(CC 2026-06)

Mayor Purcell entertained a motion to approve an Ordinance authorizing and providing for an installment purchase agreement for the purpose of financing the costs of certain water system capital projects in and for the United City of Yorkville, Kendall County, Illinois, and authorizing and providing for the issuance of a not to exceed \$50,000,000 debt certificate, Series 2026, of said city evidencing the rights to payment under such agreement, prescribing the details of the agreement and certificate, and providing security for and means of payment under the agreement of the certificate and authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Koch.

Finance Director Fredrickson explained that the ordinance would authorize the City to borrow up to \$50 million as interim financing. Two options were presented: borrowing a lesser amount (example provided of \$35 million), spending proceeds as needed, and investing unused funds to offset interest costs, which would result in estimated carrying costs between \$10,000 and \$80,000 or more depending on investment returns and the duration funds remain outstanding; or borrowing the full \$50 million through a debt certificate with Huntington Bank at an interest rate of 3.83%, rather than utilizing the WIFIA loan program, which is currently at 4.82%. The recommended option would result in estimated annual interest savings of approximately \$500,000, or approximately \$2 million through December 30, 2029. Finance Director Fredrickson further noted that minor revisions to the ordinance were emailed earlier that day. The revisions included removing the bank as paying agent, with the City serving in that capacity, and refining the optional redemption notice period from 5–60 days to 30–60 days. He stated that the debt certificate may be redeemed, in whole or in part, without penalty at any time after January 15, 2027, regardless of which financing option is selected.

Mayor Purcell clarified that the motions given were for the staff’s preferred option of \$50 million. Mayor Purcell also clarified that this is a bridge and not additional money on what was already borrowed. Alderman Transier asked whether these funds can be used for items that have already been completed and for which the WIFIA proceeds have not yet been released. Finance Director Fredrickson said that it is correct and that he is looking to focus on the DWC watermain transmissions, as they have larger deposits.

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

PUBLIC WORKS COMMITTEE REPORT

Ordinance 2026-12

Authorizing the Grant of Certain Easements for the Construction of Improvements to the City’s Water System
(PW 2026-09)

Alderman Soling entertained a motion to approve an Ordinance Authorizing the Grant of Certain Easements for the Construction of Improvements to the City’s Water System and authorize the Mayor and City Clerk to execute; seconded by Alderman Marek.

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

ECONOMIC DEVELOPMENT COMMITTEE REPORT

Ordinance 2026-13

Amending the Yorkville City Code (Permit Fee-Plan Review Fee Schedule)
(EDC 2026-12)

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

Alderman Funkhouser questioned how the proposed fees were being justified, noting that fees are intended to correlate with actual staff review and inspection costs. Using a CyrusOne building example of approximately 287,000 square feet, he referenced the estimated \$1.52 million in total fees and sought clarification on how that amount aligns with anticipated staffing and consultant expenditures.

Community Development Director Barksdale-Knoble responded that, based on experience with prior large projects such as Bright Farms and Costco, inspection demands have been substantial and are expected to increase significantly for hyperscale facilities. She indicated that projects of this scale may require up to approximately 300 inspections per building, including daily and weekly on-site presence, as well as intensive monitoring of construction, traffic, and noise compliance. Community Development Director Barksdale-Knoble stated that two additional internal positions are being proposed to manage the increased workload. Consultant services may also be necessary for specialized review areas, including medium- and high-voltage electrical systems and other technical components for which the City currently lacks qualified personnel.

City Administrator Olson stated that the consultant rates discussed during preliminary outreach were significantly higher than standard internal hourly costs. The proposed fee structure includes an increase in the base building permit fee and the addition of a mechanical, electrical, and plumbing (MEP) inspection fee for buildings exceeding 200,000 square feet. Community Development Director Barksdale-Knoble indicated that the fees are intended to recover actual and anticipated costs associated with review, inspection, and compliance oversight, and are not intended to serve as a revenue-generating mechanism.

Alderman Koch noted that the matter had been reviewed by the Public Works Committee and recommended for approval.

Alderman Funkhouser emphasized the importance of ensuring the fees are justified and correspond to actual expenditures. He inquired whether the City would review the fees post-project to confirm alignment with costs and whether any significant overages would be retained or otherwise addressed. City Administrator Olson responded that such determinations would be subject to Council direction and noted that historically, excess building permit revenues have been designated for one-time expenditures rather than ongoing operational costs.

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

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

St. Patrick's Day Celebration

Parks and Recreation Director Evans shared that the Yorkville St. Patrick's Day Celebration is on Saturday, March 14, 2026. More information can be found on the City's website at <https://www.yorkville.il.us/632/St-Patricks-Day-Celebration>.

Margaritas En Mayo

Parks and Recreation Director Evans announced that Margaritas En Mayo will be held on Friday, May 8, 2026. More information will be shared as it becomes available.

PLANNING AND ZONING COMMISSION

Yorkville School District 115 (PZC 2025-14 & EDC 2025-85)

Ordinance 2026-14

a. 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)

Mayor Purcell entertained a motion to approve an Ordinance 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) and authorize the Mayor and City Clerk to execute. So moved by Alderman Marek; seconded by Alderman Soling.

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

Ordinance 2026-15

b. Authorizing the Execution of an Annexation Agreement and Between the United City of Yorkville and Yorkville Community Unit School District 115

Mayor Purcell entertained a motion to approve an Ordinance Authorizing the Execution of an Annexation Agreement By and Between the United City of Yorkville and Yorkville Community Unit School District 115 and authorize the Mayor and City Clerk to execute. So moved by Alderman Soling; seconded by Alderman Marek.

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

Ordinance 2026-16

c. Approving the Rezoning to the PI Public Institutional Zoning District of Certain Territory Located Generally North of River Road, West of Game Farm Road, and East of Eldamain Road (Yorkville School District 115)

Mayor Purcell entertained a motion to approve an Ordinance Approving the Rezoning to the PI Public Institutional Zoning District of Certain Territory Located Generally North of River Road, West of Game Farm Road, and East of Eldamain Road (Yorkville School District 115) and authorize the Mayor and City Clerk to execute. So moved by Alderman Hyett; seconded by Alderman Koch.

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

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

No report.

STAFF REPORT

No report.

MAYOR'S REPORT (cont'd)

**Public Works and Parks Department
Facility Update**

Public Works Director Dhuse reported that the above-ground fuel tanks were installed this morning. The building is currently expected to open in July 2026.

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

Mayor Purcell shared that the last bid should be opened in the middle of March, by which time the City will know most of the project costs. Alderman Koch asked whether, once the bids are submitted, they can be changed, and City Administrator Olson said yes through the standard change order process.

ADDITIONAL BUSINESS

Alderman Marek inquired about monitoring traffic on Boombah Boulevard to address 18-wheelers traveling through the area. Chief Jensen explained that the complaint was on Caledonia Drive and Corneils Road. He reported that the police department spent 33.33 hours surveying traffic from January 14th to February 9th. There were 14 traffic stops between Caledonia Drive and Corneils Road, of which 10 were traffic control device violations. Chief Jensen stated that the trucks were from different businesses, including Canadian ones, and were going to Menards and Bright Farms. One of the drivers was lost because he used his phone's GPS rather than a GPS designed for truck drivers. Chief Jensen explained that GPS for truckers costs money and that, often, truckers do not want to pay, so they use a standard GPS. This results in the absence of appropriate alternate routes.

Chief Jensen also shared that the Yorkville Police Department will be hosting its Polar Plunge on Sunday, March 1st.

CITIZEN COMMENTS

Leesa Poss stated that her children and grandchildren live in the Caledonia area near the proposed site and expressed concern about proximity to residential homes and potential impacts to well water. She questioned whether contaminants could enter private wells and asked why a data center is necessary in Yorkville. She referenced the Illinois Constitution and stated that data centers differ significantly from residential neighborhoods.

Diana Cafi stated she is not opposed to economic growth or technology but believes residents deserve full transparency about potential impacts. She cited research on documented health effects and raised concerns about air quality standards, diesel generator testing, binding noise requirements, water consumption, and public health impacts. She suggested requiring mandatory health impact reviews, legally binding noise limits, annual reporting on water and pollution metrics, and the formation of an oversight committee. *(Diana passed out information during the meeting, which is attached.)*

Joe Besco, a resident of the Countryside subdivision, stated he is 100% opposed to data centers. He expressed concern that the benefits appear primarily financial rather than community-based. He questioned what is happening to the city's character and said he would contact City officials. He stated he does not believe the project would be useful to residents.

Anna asked whether the Council had conducted independent research and urged consideration of long-term health and environmental consequences. She raised concerns regarding air pollution, generator emissions, light pollution, potential cancer risks, and irreversible environmental impacts. She asked Council to consider public health over profit and to evaluate cumulative impacts before making a decision.

Astra Felix stated that she will submit follow-up questions to City staff and the Council. She asked about the impact on property values, comparisons between farmland and data center land uses, and whether Council would consider requiring developers to purchase properties within a certain radius if property values decline. She also raised concerns regarding debt repayment, water rate increases, and whether residents may bear financial burdens before revenues are realized. She requested that decisions be tabled until additional information is provided.

John Flisk, owner of Legacy Equestrian Center on Ashe Road, stated he has experienced significant stress related to the proposal and expressed concern about potential impacts on his business and livestock. He stated horses are sensitive to environmental changes and indicated the project could affect his operations. He referenced actions taken in other communities and stated he does not believe the project is appropriate near residential or agricultural properties.

Jeremiah Teusink, a resident of Corneils Road, asked about building height limits and visibility from nearby homes. He expressed concerns regarding water and sewer capacity, electrical infrastructure demands, and whether existing systems can support the development. He asked about noise mitigation measures, including chiller locations and setback distances, and requested additional presentation materials outlining both benefits and drawbacks.

EXECUTIVE SESSION

None

ADJOURNMENT

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 8:58 p.m.

Minutes submitted by:

Jori Contrino,
City Clerk, City of Yorkville, Illinois

United City of Yorkville

Data Center Developments

Informational Presentation and Status Update

January 27, 2026

My Background

- Bart Olson
- City Administrator for Yorkville since 2009
 - Top appointed official
 - Manages the day-to-day operations of all departments except Police
- Yorkville High School Graduate
- Northern Illinois University, Master of Public Administration Graduate
- Yorkville Area Chamber of Commerce Board member since 2009

Overview

- What we are not covering, but have addressed in prior presentations:
 - What is a data center?
 - Why are data centers needed?
 - Why are data centers choosing to land in Yorkville?
 - Potential Benefits of Data Centers
 - Project details
 - How will Yorkville address expected resident concerns?
- Tonight's overview:
 - Potential Benefits of Data Centers
 - Select review of Jan 13th City Council meeting, citizen comments
 - Select review of "Yorkville Illinois Say No to Data!" Facebook Group comments to and from residents and me
 - List of newly provided articles / studies from various sources, under review by staff

Potential Benefits of Data Centers

EAV TYPE	2015	2015%			2019	2019%			2024	2024%	% Change, 2015 \$ to 2024 \$
Farm	2,861,401	0.7%			3,259,791	0.6%			6,657,408	0.7%	132.7%
Residential	320,914,471	76.2%			450,745,939	81.4%			800,943,630	87.2%	149.6%
Commercial	84,529,087	20.1%			83,974,878	15.2%			93,437,592	10.2%	10.5%
Industrial	13,000,039	3.1%			15,509,884	2.8%			17,240,090	1.9%	32.6%
<u>State Railroad</u>	<u>17,329</u>	<u>0.0%</u>			<u>89,004</u>	<u>0.0%</u>			<u>101,044</u>	<u>0.0%</u>	<u>483.1%</u>
Total	421,322,327				553,579,496				918,379,764		118.0%

Utility billing growth per sector during this same timeframe:

19% for commercial accounts

39% for residential accounts

Value of new permit construction estimates (not EAV):

Commercial building permits ~\$150m

Residential building permits ~\$365m

Potential Benefits of Data Centers

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Commercial	84,529,087	20.1%		83,974,878	15.2%		93,437,592	10.2%	10.5%
Industrial	13,000,039	3.1%		15,509,884	2.8%		17,240,090	1.9%	32.6%
<u>State Railroad</u>	<u>17,329</u>	<u>0.0%</u>		<u>89,004</u>	<u>0.0%</u>		<u>101,044</u>	<u>0.0%</u>	<u>483.1%</u>
Total	421,322,327			553,579,496			918,379,764		118.0%

Every 1% swing from Commercial to Residential Values:
 ~\$9m in EAV
 ~\$745,000 in all property taxes
 ~\$50 to \$100 extra burden on average homeowner, per year

Potential Benefits of Data Centers

Every 1% swing from Commercial to Residential Values:

~\$9m in EAV

~\$745,000 in all property taxes

~\$50 to \$100 extra burden on average homeowner, per year

- Meta DeKalb, 6 buildings for a total of ~3m square feet is currently worth \$531,000,000 EAV
- Project Steel / Prologis is estimating each one of their 18 buildings will be worth around \$26m in EAV
 - If they build out the entire property over 15 years, they anticipate a total EAV of around \$468m (no inflation or property growth assumed)

Potential Benefits of Data Centers

- Project Steel / Prologis is estimating each one of their 18 buildings will be worth around \$26m in EAV
- For every one data center building constructed by Project Steel / Prologis:
 - The City will have to decide whether to:
 - Add ~\$115,000 in new property tax revenue (based on 2024 tax rate) OR
 - Add ~2.5% of new EAV to the tax rolls, providing a corresponding property tax reduction on the City's property tax line-item OR
 - Somewhere in between!
 - The School District will have to decide whether to:
 - Add ~\$1.4m in new property tax revenue (based on 2024 tax rate) OR
 - Add 1.8% of new EAV to the tax rolls, providing a corresponding property tax reduction on the School's property tax line-item OR
 - Somewhere in between!

January 13th City Council meeting, citizen comments

- There were no data center items on the agenda, which is why the City Council did not discuss data centers
- The City Council does not debate or answer questions during citizen comments portions of the meeting agenda – the City Council is listening
- Staff presentations are available online which address:
 - Why data centers are landing in Yorkville and how the City Council has to review them
 - How the City Council is addressing concerns about noise, visuals of buildings, layout of the development, how much water is being proposed to be used and how the City is managing it, how the City is dealing with the general construction or development issues from the project, infrastructure construction obligations, and no local incentives, job creation estimates, etc.

January 13th City Council meeting, citizen comments

- City staff have received few calls or emails with questions about the data center projects, and have instead engaged with people on Facebook groups
- Comment about “not being able to afford to live here”
 - Illinois has one of the highest property tax rates in the nation, as Illinois chooses to fund its school districts primarily with local property taxes instead of other broader funding streams seen in other states
 - Complaints about general taxes being too high have been the main feedback of City services surveys in 2012, 2013, 2015, 2017, and 2019
 - City has been trying to attract commercial and industrial development for years, which helps to offset the property tax burden of residential development
 - Yorkville is the fastest growing community in the state, according to US Census Bureau estimates

January 13th City Council meeting, citizen comments

- Staff presentation on data centers only deals with tax revenues
 - ~40 slides in the November 2025 presentation
 - 8 slides dealt with tax revenue estimates
 - 2 slides provided job creation figures
 - 16 slides dealt with City management of expected data center concerns
 - Noise
 - Water Usage
 - Construction Phasing
 - Electric supply cost concerns

January 27th City Council meeting, citizen comments

- Data center applications are moving quickly
 - Since 2020, the average development application takes the City:
 - ~140 days on average
 - Since 2020, the average data center development application takes the City:
 - ~181 days on average (and counting for Project Cardinal, Project Steel, Meyer Property)

Facebook Group Comments

- Can you share any proposed budgets on what the City plans on doing with this money?
 - Addressed previously in meetings
 - The City Council has a history of not counting on any prospective development revenue until it is actually received. So, although we do a 5-year prospective budget, we are not planning to use any data center revenue for any purpose, currently. If/when those revenues are received by the City in the future, the sitting City Council will have an opportunity to program use of those funds. Generally, the City could take in the revenue and pay for existing or new projects or could reduce the tax burden on residents (or some combination of the two).

Facebook Group Comments

- What are the cumulative noise levels of all of the data center projects, operating together?
 - This question was posed by a resident at the January 14th PZC meeting and is under review!
 - Staff is discussing a scope of services with our sound engineer to see if this type of analysis is feasible

Articles / studies read since last month

- Spectrum News 1 TV report about Prescott Balch and his opposition to the Microsoft data center proposed for Caledonia, WI
- Prescott Balch's website on "Caledonia Data Center Proposal, Concerns and Lessons Learned"
- YouTube Video from "Micro" about "How a Single Data Center Crushes the Local Economy Around It"
- NetworkWorld.com article "Technology is coming so fast data centers are obsolete by the time they launch"
- Facebook post, "Morrow County Oregon data center cancer cluster"
- "The Cloud Next Door: Investigating the Environmental and Socioeconomic Strain of Datacenters on Local Communities"
- "The Unpaid Toll: Quantifying and Addressing the Public Health Impact of Data Centers"
- "Air Quality and Greenhouse Gas Emissions Assessment of Data Centers in Texas"

Articles / studies read since last month

- Balancing Growth, Community Impact, and the Needs of a Data-Driven Economy
- National League of Cities / American Center for Scientific Evidence webinar “Datacenter Impacts on Municipal Energy, Water, and Air Systems”
- Washington State study on health risks from diesel emissions in the Quincy Area
- <https://apps.ecology.wa.gov/publications/documents/2002019.pdf>
- Metropolitan Mayors Caucus – two data center task force meetings
- Youtube video “I live next to Amazons largest data center. They’re stealing our water”
- Youtube video “Wasteland – We went to the town Elon Musk is poisoning”
- “A small town in Central Washington is Microsoft’s answer to the data center backlash”

How can you participate?

- **Cyrus One, Phase 2** - <https://www.yorkville.il.us/923/C1-Yorkville---Phase-2-Data-Center-Campu>
 - Cyrus One, Phase 1 minor PUD amendment on tonight's agenda
- **Project Cardinal** - <https://www.yorkville.il.us/906/Project-Cardinal-Data-Center-Campus-Anne>
- **Project Steel** - <https://www.yorkville.il.us/905/Project-Steel-Data-Center-Campus-Annex-R>
- **Meyer Property, Rezoning** - <https://www.yorkville.il.us/919/Meyer-Rezone>

Follow up questions?

- Contact staff with any questions
 - Bart Olson, City Administrator – bolson@yorkville.il.us
 - Krysti Barksdale-Noble, Community Development Director – knoble@yorkville.il.us
- Elected officials contact information - <https://www.yorkville.il.us/320/City-Council>

FOLLOW-UP QUESTIONS FOR COUNCIL MEMBERS

Air Quality & Pollution

- Will you require an independent health impact assessment , not self-reported by the developer , before approving any data center in Yorkville?
- Will you prohibit diesel generator testing during peak residential hours or when wind carries exhaust toward homes or schools?
- Will you require cleaner alternatives to diesel backup generators as a condition of approval?
- Will you require independently verified, continuous air quality monitoring with public data access and financial penalties for violations?

Noise

- Will you require an independent noise assessment, measured at the property line of the nearest home, before approving a data center?
- Will you mandate enforceable, legally binding noise limits, not self-reported by the operator?
- Will you commit to revoking operating permits if noise standards are repeatedly violated?

Transparency & Public Process

- Will you require multiple public hearings with at least 30 days' notice before any data center vote?
- Will you make all agreements, tax incentives, and impact studies publicly available online before any vote is taken?
- Will you create a community oversight committee with resident members who have access to real-time monitoring data?
- Will you support annual public reporting on emissions, noise, water use, and jobs — with consequences for non-compliance?

Economic & Community Protections

- Will you oppose tax abatements for data centers that exceed 10 years?
 - Will you require a guaranteed minimum number of permanent, local jobs — not just construction positions?
 - Will you require data centers to fund all necessary upgrades to Yorkville's electrical grid and water infrastructure?
 - Will you commit to renegotiating or canceling agreements if the operator fails to meet health and employment commitments?
-

KEY REFERENCES

1. Ren, S. et al. "The Unpaid Toll: Quantifying the Public Health Impact of AI." UC Riverside / Caltech, December 2024. UCR News: news.ucr.edu/articles/2024/12/09/ais-deadly-air-pollution-toll
2. UC Riverside / Next 10. "California Data Center Health Impact Report." November 2025. news.ucr.edu/articles/2025/11/21/california-data-center-health-impacts-tripled-4-years
3. Federation of American Scientists. "Advance AI with Cleaner Air and Healthier Outcomes." June 2025. fas.org/publication/advance-ai-with-cleaner-air-and-healthier-outcomes/
4. TechPolicy.Press. "Data Center Boom Risks Health of Already Vulnerable Communities." June 2025. techpolicy.press
5. Washington State Department of Ecology. "Data Centers and Air Quality." ecology.wa.gov/air-climate/air-quality/data-centers
6. Tao, Y. & Gao, P. "Global data center expansion and human health: A call for empirical research." PMC / National Institutes of Health, 2025. pmc.ncbi.nlm.nih.gov/articles/PMC12273412/
7. Munzel, T. et al. "Cardiovascular effects of environmental noise exposure." *European Heart Journal*, 2014; 35:829–836.
8. WHO. "Environmental Noise Guidelines for the European Region." World Health Organization Regional Office for Europe, 2018.
9. *Journal of Exposure Science & Environmental Epidemiology*. "Noise causes cardiovascular disease: it's time to act." December 2024 / PMC 2025.
10. *Environmental Disease*. "A Narrative Review of Environmental Noise and Cardiovascular Health." Jan–Mar 2025; 10(1):6–14.
11. Lawrence Berkeley National Laboratory. Data Center Energy Use Projections, 2023–2028.
12. Inside Climate News. "Data Centers' Use of Diesel Generators for Backup Power Is Commonplace — and Problematic." November 12, 2025. insideclimatenews.org



Reviewed By:	
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Finance	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Economic Development	<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 – February 24, 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
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			02 TAX LIEN		** COMMENT **	
			03 515 W WASHINGTON FENCE		01-220-54-00-5462	57.00
			04 VARIANCE ORDINANCE		** COMMENT **	
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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 | | |

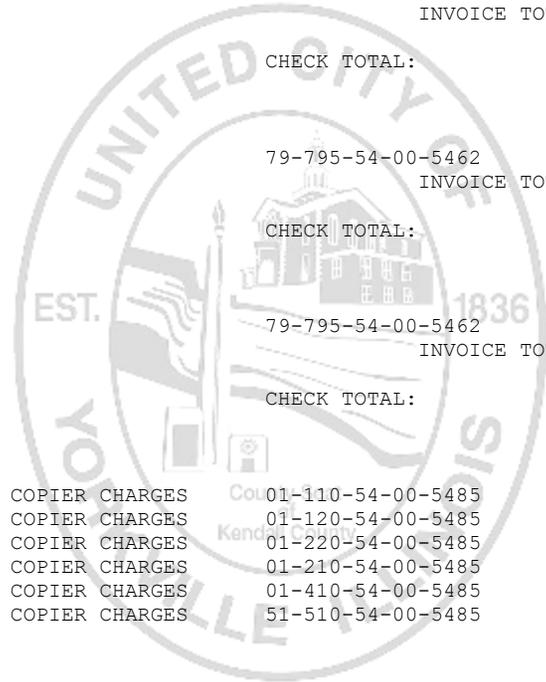
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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
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| 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 02/13/2026

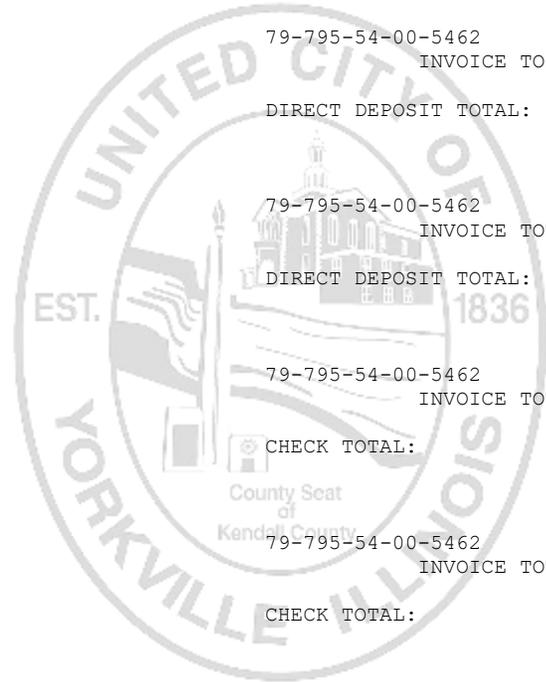
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			03	01/20-02/20 COPIER CHARGES	01-220-54-00-5485		703.70
			04	01/20-02/20 COPIER CHARGES	01-210-54-00-5485		842.80
			05	01/20-02/20 COPIER CHARGES	01-410-54-00-5485		61.04
			06	01/20-02/20 COPIER CHARGES	51-510-54-00-5485		61.04



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 02/13/2026

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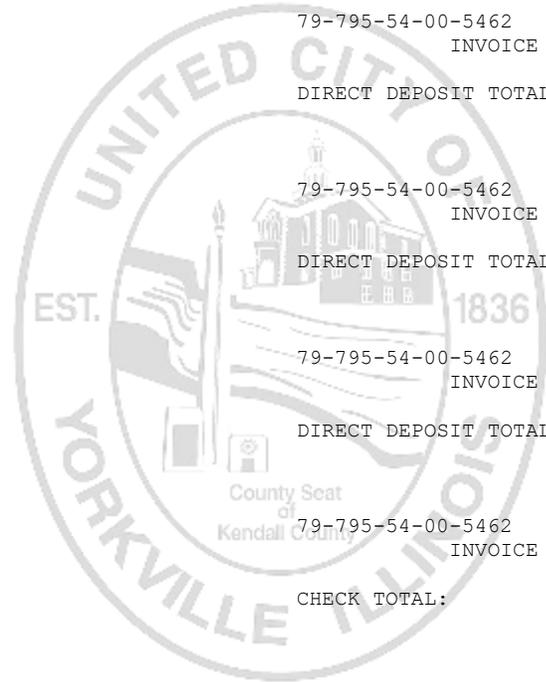
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01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
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01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	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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UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 02/20/2026

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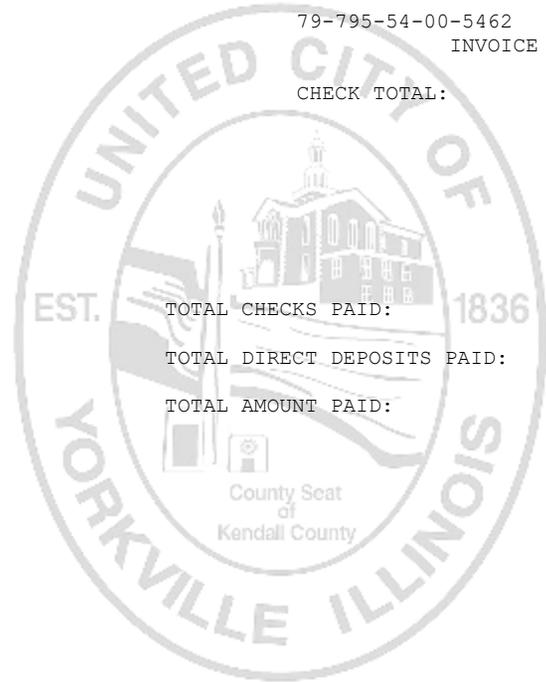


01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
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01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	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 02/20/2026

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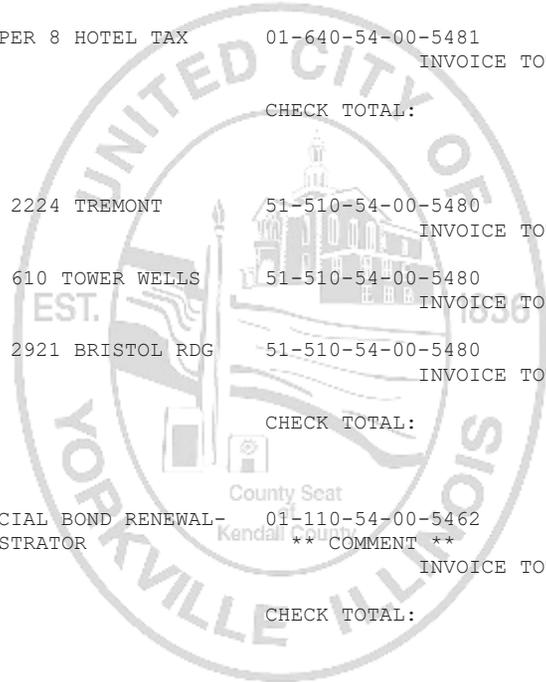


TOTAL CHECKS PAID: 650.00
 TOTAL DIRECT DEPOSITS PAID: 880.00
 TOTAL AMOUNT PAID: 1,530.00

- | | | | |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 02/24/2026

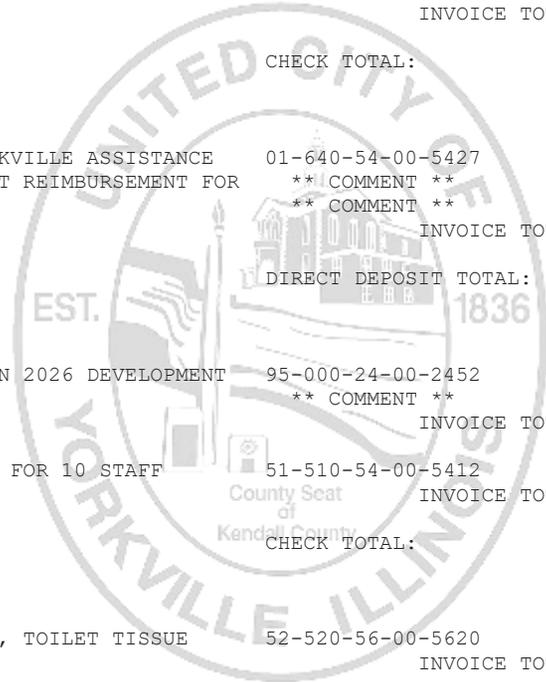
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544338	AACVB	AURORA AREA CONVENTION						
	1/26-ALL	02/11/26	01	JAN 2026 ALL SEASON HOTEL TAX	01-640-54-00-5481		47.91	
						INVOICE TOTAL:	47.91 *	
	1/26-SUNSET	02/11/26	01	JAN 2026 SUNSET HOTEL TAX	01-640-54-00-5481		12.85	
						INVOICE TOTAL:	12.85 *	
	12/25-HOLIDAY	01/28/26	01	DEC 2025 HOLIDAY INN HOTEL TAX	01-640-54-00-5481		4,146.10	
						INVOICE TOTAL:	4,146.10 *	
	12/25-SUPER	01/28/26	01	DEC 2025 SUPER 8 HOTEL TAX	01-640-54-00-5481		903.96	
						INVOICE TOTAL:	903.96 *	
						CHECK TOTAL:	5,110.82	
544339	AEPENERG	AEP ENERGY						
	3025129010-020326	02/03/26	01	12/31-01/30 2224 TREMONT	51-510-54-00-5480		11,187.71	
						INVOICE TOTAL:	11,187.71 *	
	3025129021-020626	02/06/26	01	01/05-02/02 610 TOWER WELLS	51-510-54-00-5480		8,136.73	
						INVOICE TOTAL:	8,136.73 *	
	3025129065-020226	02/02/26	01	12/31-01/30 2921 BRISTOL RDG	51-510-54-00-5480		4,967.67	
						INVOICE TOTAL:	4,967.67 *	
						CHECK TOTAL:	24,292.11	
544340	ALLIANT	ALLIANT INSURANCE SERVICES INC						
	3412514	02/02/26	01	PUBLIC OFFICIAL BOND RENEWAL-	01-110-54-00-5462		500.00	
			02	CITY ADMINISTRATOR	** COMMENT **			
						INVOICE TOTAL:	500.00 *	
						CHECK TOTAL:	500.00	



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

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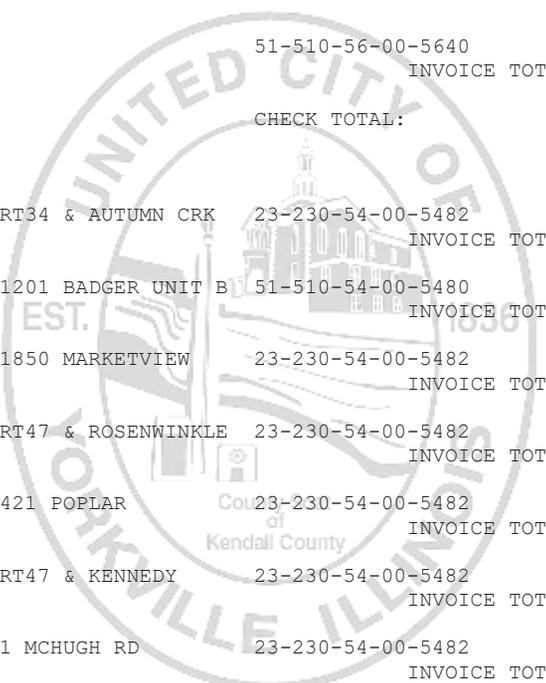
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544341	ALLSTAR	ALL STAR SPORTS INSTRUCTION					
	261021	02/03/26	01	WINTER SESSION 1 INSTRUCTION	79-795-54-00-5462		611.00
						INVOICE TOTAL:	611.00 *
						CHECK TOTAL:	611.00
544342	ALTEC	ALTEC INDUSTRIES, INC.					
	13393391	01/12/26	01	CHAINSAW PLATFORM COMPONENT	01-410-56-00-5628		250.86
						INVOICE TOTAL:	250.86 *
						CHECK TOTAL:	250.86
0004718	ANTPLACE	ANTHONY PLACE YORKVILLE LP					
	MAR 2026	02/04/26	01	CITY OF YORKVILLE ASSISTANCE	01-640-54-00-5427		700.00
			02	PROGRAM RENT REIMBURSEMENT FOR	** COMMENT **		
			03	MAR 2026	** COMMENT **		
						INVOICE TOTAL:	700.00 *
						DIRECT DEPOSIT TOTAL:	700.00
544343	BKFD	BRISTOL KENDALL FIRE DEPART.					
	013126-LC	02/09/26	01	NOV 2025-JAN 2026 DEVELOPMENT	95-000-24-00-2452		13,900.00
			02	FEES	** COMMENT **		
						INVOICE TOTAL:	13,900.00 *
	26-03	02/04/26	01	CPR CLASSES FOR 10 STAFF	51-510-54-00-5412		200.00
						INVOICE TOTAL:	200.00 *
						CHECK TOTAL:	14,100.00
544344	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	44295	01/21/26	01	PAPER TOWEL, TOILET TISSUE	52-520-56-00-5620		142.35
						INVOICE TOTAL:	142.35 *
						CHECK TOTAL:	142.35



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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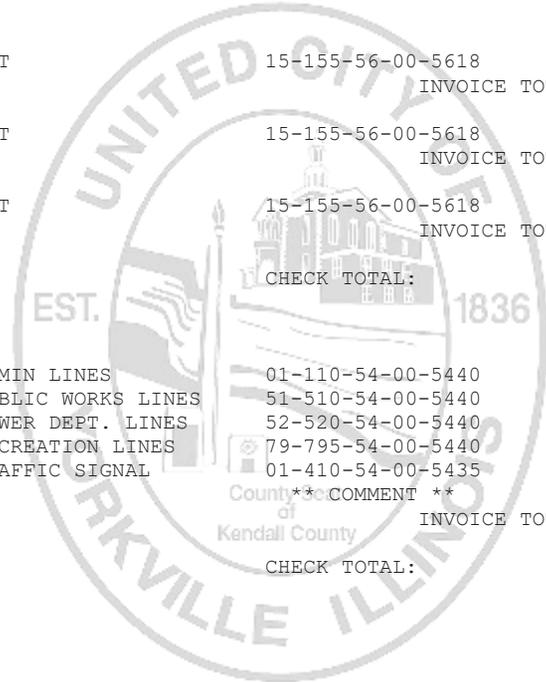
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544345	CBI	CB&I STORAGE TANK SOLUTIONS						
	162537-01	02/10/26	01	ENGINEERS PAYMENT ESTIMATE 1	51-510-60-00-6011		1,975,962.83	
			02	FOR NORTHWEST ELEVATED WATER	** COMMENT **			
			03	STORAGE TANK	** COMMENT **			
					INVOICE TOTAL:		1,975,962.83 *	
					CHECK TOTAL:		1,975,962.83	
544346	CENTRALL	CENTRAL LIMESTONE COMPANY, INC						
	44986	02/11/26	01	GRAVEL	51-510-56-00-5640		400.50	
					INVOICE TOTAL:		400.50 *	
					CHECK TOTAL:		400.50	
544347	COMED	COMMONWEALTH EDISON						
	1709169000-020326	02/03/26	01	01/06-02/03 RT34 & AUTUMN CRK	23-230-54-00-5482		363.45	
					INVOICE TOTAL:		363.45 *	
	3741450787-013026	01/30/26	01	12/31-01/30 1201 BADGER UNIT B	51-510-54-00-5480		78.92	
					INVOICE TOTAL:		78.92 *	
	5288861222-012226	01/22/26	01	12/02-01/05 1850 MARKETVIEW	23-230-54-00-5482		103.24	
					INVOICE TOTAL:		103.24 *	
	5336617000-012026	01/20/26	01	12/15-01/16 RT47 & ROSENWINKLE	23-230-54-00-5482		59.94	
					INVOICE TOTAL:		59.94 *	
	6564924000-012326	01/23/26	01	12/18-01/21 421 POPLAR	23-230-54-00-5482		6,808.26	
					INVOICE TOTAL:		6,808.26 *	
	7706362222-012226	01/22/26	01	12/18-01/21 RT47 & KENNEDY	23-230-54-00-5482		1,279.18	
					INVOICE TOTAL:		1,279.18 *	
	7824275000-012126	01/21/26	01	12/02-01/05 1 MCHUGH RD	23-230-54-00-5482		89.48	
					INVOICE TOTAL:		89.48 *	



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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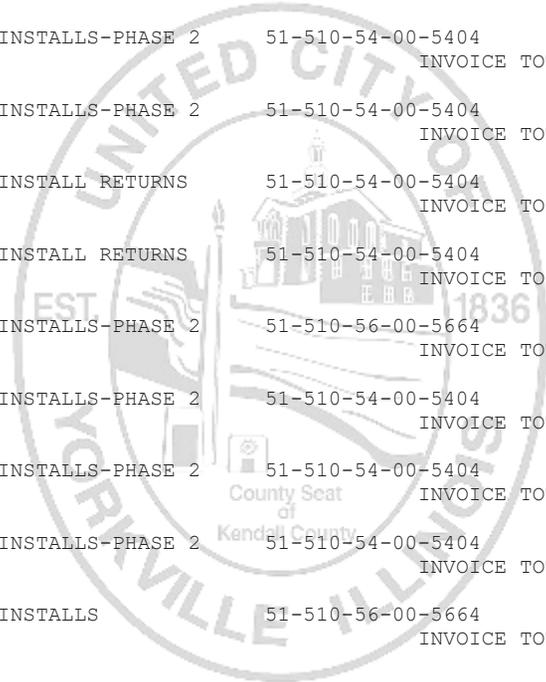
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544347	COMED	COMMONWEALTH EDISON					
	8507242000-012226	01/22/26	01	12/02-01/05 7 COUNTRYSIDE PKWY	23-230-54-00-5482		139.95
					INVOICE TOTAL:		139.95 *
	9567127000-012226	01/22/26	01	12/02-01/05 1 COUNTRYSIDE PKWY	23-230-54-00-5482		225.77
					INVOICE TOTAL:		225.77 *
					CHECK TOTAL:		9,148.19
544348	COMPASS	COMPASS MINERALS AMERICA					
	1622454	02/04/26	01	HIGHWAY SALT	15-155-56-00-5618		10,445.25
					INVOICE TOTAL:		10,445.25 *
	1623415	02/05/26	01	HIGHWAY SALT	15-155-56-00-5618		4,562.85
					INVOICE TOTAL:		4,562.85 *
	1624288	02/06/26	01	HIGHWAY SALT	15-155-56-00-5618		5,907.34
					INVOICE TOTAL:		5,907.34 *
					CHECK TOTAL:		20,915.44
544349	CONTELEC	CONSTELLATION TELECOM					
	7705	02/01/26	01	FEB 2026 ADMIN LINES	01-110-54-00-5440		277.24
			02	FEB 2026 PUBLIC WORKS LINES	51-510-54-00-5440		623.79
			03	FEB 2026 SEWER DEPT. LINES	52-520-54-00-5440		277.24
			04	FEB 2026 RECREATION LINES	79-795-54-00-5440		277.24
			05	FEB 2026 TRAFFIC SIGNAL	01-410-54-00-5435		69.31
			06	MAINTENANCE			
					County**COMMENT**		
					INVOICE TOTAL:		1,524.82 *
					CHECK TOTAL:		1,524.82
544350	COREMAIN	CORE & MAIN LP					



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

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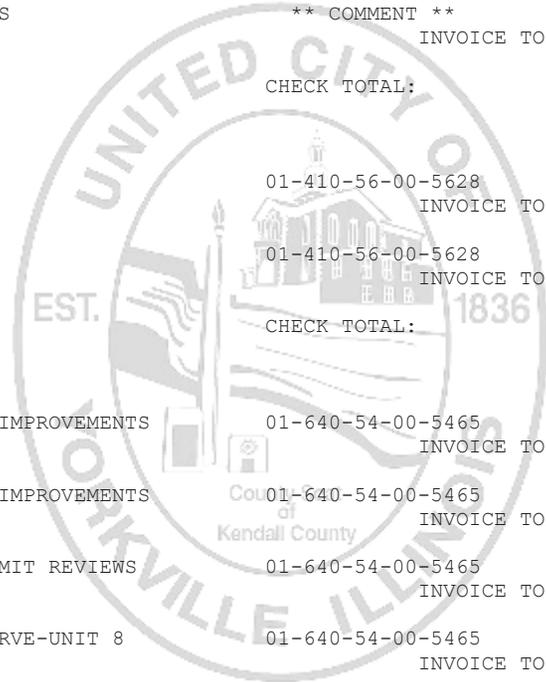
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544350	COREMAIN	CORE & MAIN LP						
	Y127503	01/15/26	01	2026 METER INSTALLS-PHASE 2	51-510-54-00-5404		37,840.00	
					INVOICE TOTAL:		37,840.00 *	
	Y309321	01/15/26	01	2026 METER INSTALLS-PHASE 2	51-510-54-00-5404		28,080.00	
					INVOICE TOTAL:		28,080.00 *	
	Y360666	01/23/26	01	2026 METER INSTALLS-PHASE 2	51-510-54-00-5404		28,080.00	
					INVOICE TOTAL:		28,080.00 *	
	Y363547	01/13/26	01	2026 METER INSTALLS-PHASE 2	51-510-54-00-5404		6,783.00	
					INVOICE TOTAL:		6,783.00 *	
	Y379272	02/09/26	01	2026 METER INSTALLS-PHASE 2	51-510-54-00-5404		28,800.00	
					INVOICE TOTAL:		28,800.00 *	
	Y392500	01/16/26	01	2026 METER INSTALL RETURNS	51-510-54-00-5404		-28,905.25	
					INVOICE TOTAL:		-28,905.25 *	
	Y392577	01/19/26	01	2025 METER INSTALL RETURNS	51-510-54-00-5404		-60,970.00	
					INVOICE TOTAL:		-60,970.00 *	
	Y410948	01/23/26	01	2026 METER INSTALLS-PHASE 2	51-510-56-00-5664		4,540.00	
					INVOICE TOTAL:		4,540.00 *	
	Y411027	01/20/26	01	2026 METER INSTALLS-PHASE 2	51-510-54-00-5404		10,390.00	
					INVOICE TOTAL:		10,390.00 *	
	Y446475	01/30/26	01	2026 METER INSTALLS-PHASE 2	51-510-54-00-5404		49,920.00	
					INVOICE TOTAL:		49,920.00 *	
	Y448500	01/29/26	01	2026 METER INSTALLS-PHASE 2	51-510-54-00-5404		5,000.00	
					INVOICE TOTAL:		5,000.00 *	
	Y459932	01/30/26	01	2025 METER INSTALLS	51-510-56-00-5664		1,250.00	
					INVOICE TOTAL:		1,250.00 *	



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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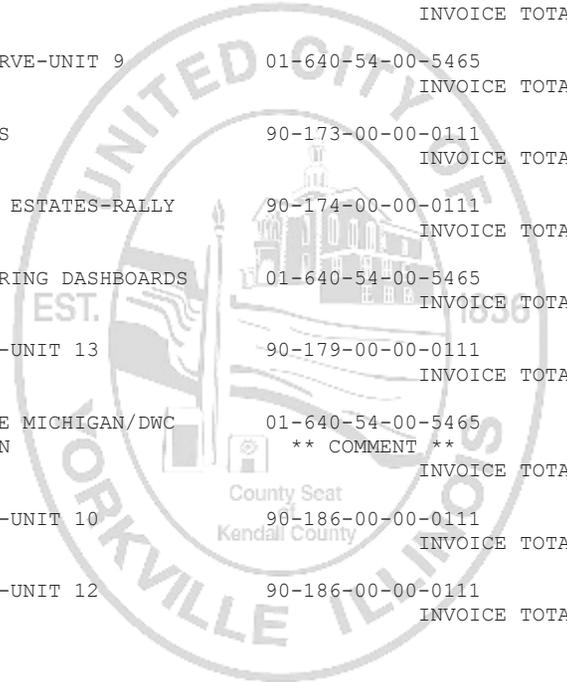
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544350	COREMAIN	CORE & MAIN LP					
	Y466862	01/30/26	01	2026 METER INSTALLS-PHASE 2	51-510-54-00-5404		47,840.00
					INVOICE TOTAL:		47,840.00 *
					CHECK TOTAL:		158,647.75
544351	DORNER	DORNER PRODUCTS, INC					
	518880	01/20/26	01	CLA VAL SERVICE TO REPLACE	51-510-54-00-5445		25,097.00
			02	VALVE BODIES	** COMMENT **		
					INVOICE TOTAL:		25,097.00 *
					CHECK TOTAL:		25,097.00
544352	DUTEK	THOMAS & JULIE FLETCHER					
	1028801	01/26/26	01	HOSES	01-410-56-00-5628		232.00
					INVOICE TOTAL:		232.00 *
	1028830	01/30/26	01	HOSES	01-410-56-00-5628		648.00
					INVOICE TOTAL:		648.00 *
					CHECK TOTAL:		880.00
544353	E EI	ENGINEERING ENTERPRISES, INC.					
	86001	01/29/26	01	NORTH RT47 IMPROVEMENTS	01-640-54-00-5465		256.00
					INVOICE TOTAL:		256.00 *
	86002	01/29/26	01	SOUTH RT47 IMPROVEMENTS	01-640-54-00-5465		219.00
					INVOICE TOTAL:		219.00 *
	86003	01/29/26	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		2,398.00
					INVOICE TOTAL:		2,398.00 *
	86004	01/29/26	01	GRANDE RESERVE-UNIT 8	01-640-54-00-5465		54.50
					INVOICE TOTAL:		54.50 *



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

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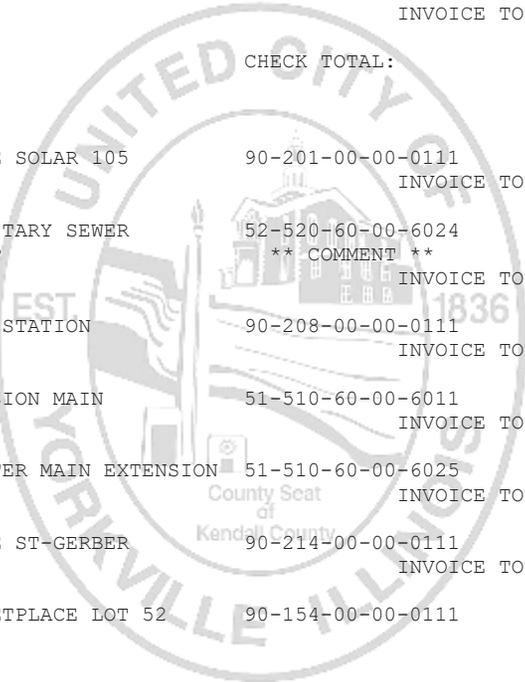
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
544353	EEI	ENGINEERING ENTERPRISES, INC.						
	86005	01/29/26	01	GRANDE RESERVE-UNITS 26 & 27	90-147-00-00-0111		438.75	
					INVOICE TOTAL:		438.75 *	
	86006	01/29/26	01	GRANDE RESERVE-UNIT 7	01-640-54-00-5465		1,536.75	
					INVOICE TOTAL:		1,536.75 *	
	86007	01/29/26	01	KENDALL MARKETPLACE-LOT 52	90-154-00-00-0111		910.75	
			02	PHASE 2 & 3	** COMMENT **			
					INVOICE TOTAL:		910.75 *	
	86008	01/29/26	01	GRANDE RESERVE-UNIT 9	01-640-54-00-5465		43.75	
					INVOICE TOTAL:		43.75 *	
	86009	01/29/26	01	BRIGHT FARMS	90-173-00-00-0111		720.75	
					INVOICE TOTAL:		720.75 *	
	86010	01/29/26	01	KENDALLWOOD ESTATES-RALLY	90-174-00-00-0111		877.50	
					INVOICE TOTAL:		877.50 *	
	86011	01/29/26	01	WELL MONITORING DASHBOARDS	01-640-54-00-5465		218.75	
					INVOICE TOTAL:		218.75 *	
	86012	01/29/26	01	BRISTOL BAY-UNIT 13	90-179-00-00-0111		1,911.25	
					INVOICE TOTAL:		1,911.25 *	
	86013	01/29/26	01	GENERAL LAKE MICHIGAN/DWC	01-640-54-00-5465		523.50	
			02	COORDINATION	** COMMENT **			
					INVOICE TOTAL:		523.50 *	
	86014	01/29/26	01	BRISTOL BAY-UNIT 10	90-186-00-00-0111		146.25	
					INVOICE TOTAL:		146.25 *	
	86015	01/29/26	01	BRISTOL BAY-UNIT 12	90-186-00-00-0111		97.50	
					INVOICE TOTAL:		97.50 *	



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

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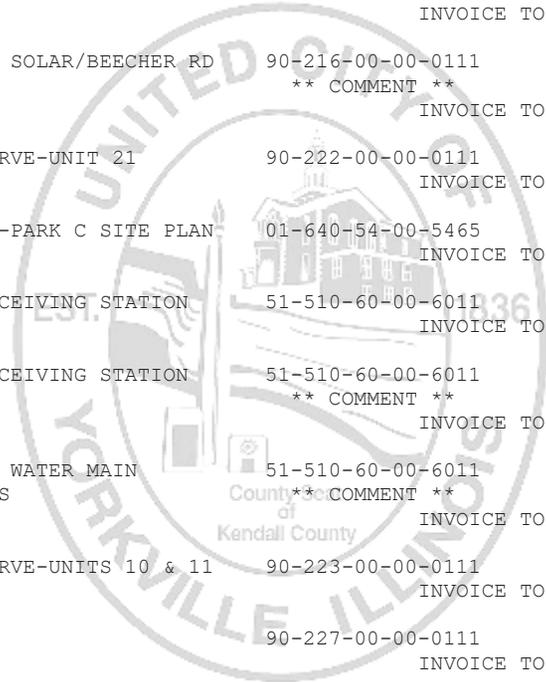
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544353	EEI	ENGINEERING ENTERPRISES, INC.						
	86016	01/29/26	01	GRANDE RESERVE-UNIT 6	01-640-54-00-5465		306.25	
					INVOICE TOTAL:		306.25 *	
					CHECK TOTAL:		10,659.25	
544354	EEI	ENGINEERING ENTERPRISES, INC.						
	86017	01/29/26	01	PUBLIC WORKS SITE-BOOMBAH	24-216-60-00-6042		1,000.00	
					INVOICE TOTAL:		1,000.00 *	
					CHECK TOTAL:		1,000.00	
544355	EEI	ENGINEERING ENTERPRISES, INC.						
	86018	01/29/26	01	BRISTOL RIDGE SOLAR 105	90-201-00-00-0111		789.75	
					INVOICE TOTAL:		789.75 *	
	86019	01/29/26	01	SOUTHERN SANITARY SEWER	52-520-60-00-6024		543.00	
			02	CONNECTION-LP	** COMMENT **			
					INVOICE TOTAL:		543.00 *	
	86020	01/29/26	01	QUIKTRIP GAS STATION	90-208-00-00-0111		1,182.25	
					INVOICE TOTAL:		1,182.25 *	
	86021	01/29/26	01	DWC TRANSMISSION MAIN	51-510-60-00-6011		2,521.50	
					INVOICE TOTAL:		2,521.50 *	
	86022	02/04/26	01	CENTER ST WATER MAIN EXTENSION	51-510-60-00-6025		52.50	
					INVOICE TOTAL:		52.50 *	
	86023	01/29/26	01	1203 N BRIDGE ST-GERBER	90-214-00-00-0111		4,469.50	
					INVOICE TOTAL:		4,469.50 *	
	86024	01/29/26	01	KENDALL MARKETPLACE LOT 52	90-154-00-00-0111		390.00	



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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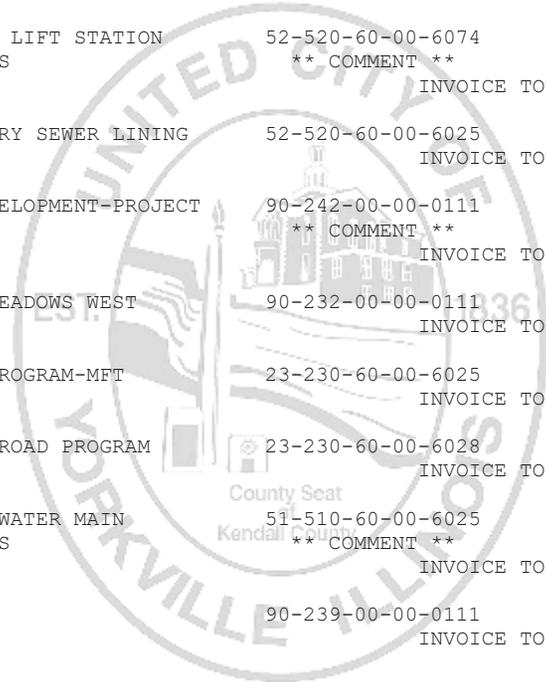
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544355	EEI	ENGINEERING ENTERPRISES, INC.						
	86024	01/29/26	02	PHASE 4	** COMMENT **			
					INVOICE TOTAL:		390.00 *	
	86025	01/29/26	01	LAKE MICHIGAN WIFIA LOAN APP	51-510-60-00-6011		689.50	
					INVOICE TOTAL:		689.50 *	
	86026	01/29/26	01	RT47 UTILITY RELOCATION-	51-510-60-00-6039		7,300.00	
			02	CARPENTER TO WATERPARK WAY	** COMMENT **			
					INVOICE TOTAL:		7,300.00 *	
	86027	01/29/26	01	CORNEILS RD SOLAR/BEECHER RD	90-216-00-00-0111		3,089.00	
			02	SOLAR	** COMMENT **			
					INVOICE TOTAL:		3,089.00 *	
	86028	01/29/26	01	GRANDE RESERVE-UNIT 21	90-222-00-00-0111		3,363.25	
					INVOICE TOTAL:		3,363.25 *	
	86029	01/29/26	01	BRISTOL BAY-PARK C SITE PLAN	01-640-54-00-5465		169.50	
					INVOICE TOTAL:		169.50 *	
	86030	01/29/26	01	LM-SOUTH RECEIVING STATION	51-510-60-00-6011		1,740.50	
					INVOICE TOTAL:		1,740.50 *	
	86031	01/29/26	01	LM-SOUTH RECEIVING STATION	51-510-60-00-6011		5,629.50	
			02	STANDPIPE	** COMMENT **			
					INVOICE TOTAL:		5,629.50 *	
	86032	01/29/26	01	LM-BLUESTEM WATER MAIN	51-510-60-00-6011		699.50	
			02	IMPROVEMENTS	** COMMENT **			
					INVOICE TOTAL:		699.50 *	
	86033	01/29/26	01	GRANDE RESERVE-UNITS 10 & 11	90-223-00-00-0111		761.75	
					INVOICE TOTAL:		761.75 *	
	86034	01/29/26	01	CYRUS ONE	90-227-00-00-0111		256.00	
					INVOICE TOTAL:		256.00 *	



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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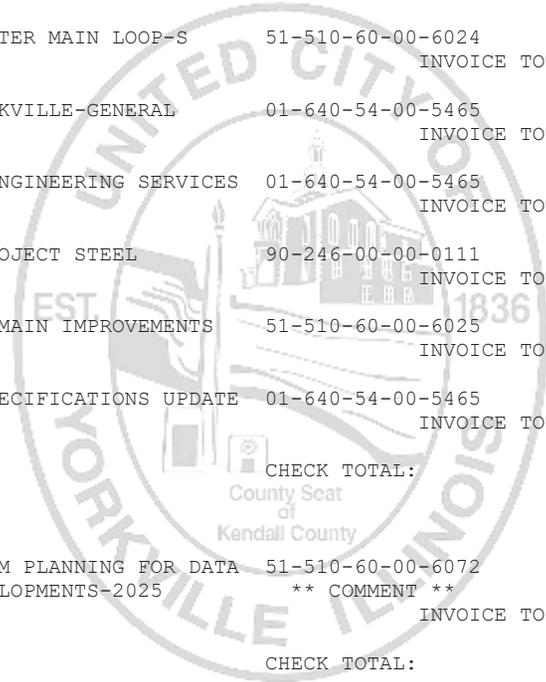
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544355	EEI	ENGINEERING ENTERPRISES, INC.						
	86035	01/29/25	01	QUIET ZONE - BNSF	23-230-60-00-6069		210.00	
					INVOICE TOTAL:		210.00 *	
	86036	01/29/26	01	KENNEDY RD ROADWAY IMPROVEMENT	23-230-60-00-6040		6,817.50	
					INVOICE TOTAL:		6,817.50 *	
	86037	01/29/26	01	2820 BEECHER SOLAR	90-231-00-00-0111		347.00	
					INVOICE TOTAL:		347.00 *	
	86038	01/29/26	01	COUNTRYSIDE LIFT STATION	52-520-60-00-6074		3,035.75	
			02	IMPROVEMENTS	** COMMENT **			
					INVOICE TOTAL:		3,035.75 *	
	86039	01/29/26	01	2024 SANITARY SEWER LINING	52-520-60-00-6025		2,485.50	
					INVOICE TOTAL:		2,485.50 *	
	86040	01/29/26	01	PIONEER DEVELOPMENT-PROJECT	90-242-00-00-0111		11,960.25	
			02	CARDINAL	** COMMENT **			
					INVOICE TOTAL:		11,960.25 *	
	86041	01/29/26	01	HEARTLAND MEADOWS WEST	90-232-00-00-0111		13,197.00	
					INVOICE TOTAL:		13,197.00 *	
	86042	01/29/26	01	2025 ROAD PROGRAM-MFT	23-230-60-00-6025		1,696.75	
					INVOICE TOTAL:		1,696.75 *	
	86043	01/29/26	01	2025 LOCAL ROAD PROGRAM	23-230-60-00-6028		900.00	
					INVOICE TOTAL:		900.00 *	
	86044	01/29/26	01	EAST ALLEY WATER MAIN	51-510-60-00-6025		4,494.00	
			02	IMPROVEMENTS	** COMMENT **			
					INVOICE TOTAL:		4,494.00 *	
	86045	01/29/26	01	COSTCO	90-239-00-00-0111		262.50	
					INVOICE TOTAL:		262.50 *	



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

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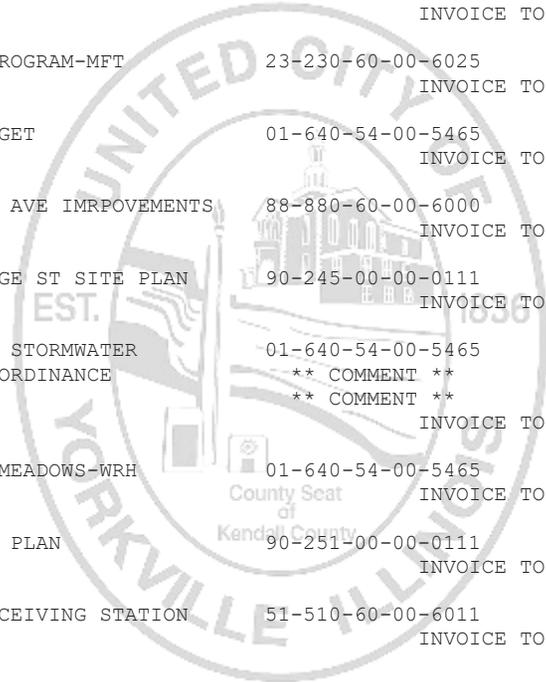
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
544355	EEI	ENGINEERING ENTERPRISES, INC.						
	86046	01/29/26	01	1106 S. BRIDGE ST-NEWLY WEDS	90-237-00-00-0111		262.50	
					INVOICE TOTAL:		262.50 *	
	86047	01/29/26	01	FOX HAVEN-115, LLC	90-236-00-00-0111		128.00	
					INVOICE TOTAL:		128.00 *	
	86048	01/29/26	01	ELDAMAIN WATER MAIN LOOP-N	51-510-60-00-6024		451.00	
					INVOICE TOTAL:		451.00 *	
	86049	01/29/26	01	ELDAMAIN WATER MAIN LOOP-S	51-510-60-00-6024		157.50	
					INVOICE TOTAL:		157.50 *	
	86050	01/29/26	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		1,441.25	
					INVOICE TOTAL:		1,441.25 *	
	86051	01/29/26	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00	
					INVOICE TOTAL:		1,900.00 *	
	86052	01/29/26	01	PROLOGIS/PROJECT STEEL	90-246-00-00-0111		2,328.50	
					INVOICE TOTAL:		2,328.50 *	
	86053	01/29/26	01	2026 WATER MAIN IMPROVEMENTS	51-510-60-00-6025		67,168.38	
					INVOICE TOTAL:		67,168.38 *	
	86054	01/29/26	01	STANDARD SPECIFICATIONS UPDATE	01-640-54-00-5465		4,087.50	
					INVOICE TOTAL:		4,087.50 *	
					CHECK TOTAL:		156,977.88	
544356	EEI	ENGINEERING ENTERPRISES, INC.						
	86055	01/29/26	01	WATER SYSTEM PLANNING FOR DATA	51-510-60-00-6072		23,243.00	
			02	CENTER DEVELOPMENTS-2025	** COMMENT **			
					INVOICE TOTAL:		23,243.00 *	
					CHECK TOTAL:		23,243.00	



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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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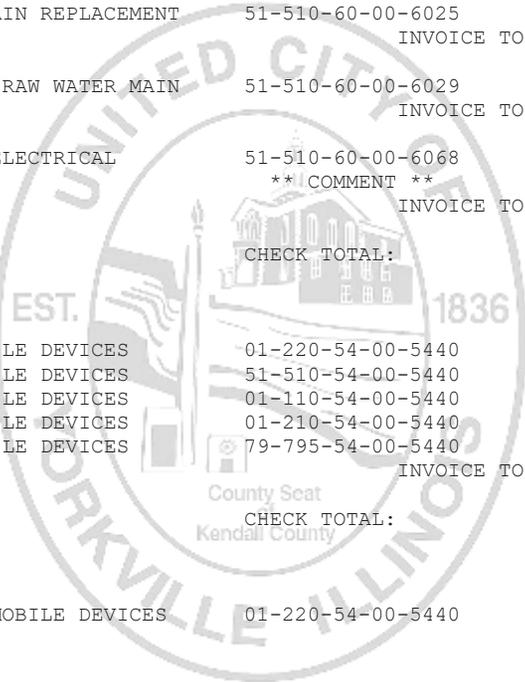
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544357	EEI	ENGINEERING ENTERPRISES, INC.						
	86056	01/29/26	01	801 PRAIRIE POINTE DR-REDS	90-248-00-00-0111		3,297.00	
					INVOICE TOTAL:		3,297.00 *	
	86057	01/29/26	01	ON-GOING NON-REVENUE WATER	01-640-54-00-5465		631.50	
			02	ASSISTANCE AND AUDIT	** COMMENT **			
					INVOICE TOTAL:		631.50 *	
	86058	01/29/26	01	2026 LOCAL ROAD PROGRAM	23-230-60-00-6025		17,280.00	
					INVOICE TOTAL:		17,280.00 *	
	86059	01/29/26	01	2026 ROAD PROGRAM-MFT	23-230-60-00-6025		16,900.00	
					INVOICE TOTAL:		16,900.00 *	
	86060	01/29/26	01	FY 2027 BUDGET	01-640-54-00-5465		4,391.25	
					INVOICE TOTAL:		4,391.25 *	
	86061	01/29/26	01	E.HYDRAULIC AVE IMPROVEMENTS	88-880-60-00-6000		8,552.00	
					INVOICE TOTAL:		8,552.00 *	
	86062	01/29/26	01	904 S. BRIDGE ST SITE PLAN	90-245-00-00-0111		689.00	
					INVOICE TOTAL:		689.00 *	
	86063	01/29/26	01	KENDALL CO. STORMWATER	01-640-54-00-5465		729.00	
			02	MANAGEMENT ORDINANCE	** COMMENT **			
			03	AMENDMENTS	** COMMENT **			
					INVOICE TOTAL:		729.00 *	
	86064	01/29/26	01	WHISPERING MEADOWS-WRH	01-640-54-00-5465		6,352.50	
					INVOICE TOTAL:		6,352.50 *	
	86065	01/29/25	01	7-BREW SITE PLAN	90-251-00-00-0111		3,216.50	
					INVOICE TOTAL:		3,216.50 *	
	86066	01/29/26	01	LM-NORTH RECEIVING STATION	51-510-60-00-6011		23,653.50	
					INVOICE TOTAL:		23,653.50 *	



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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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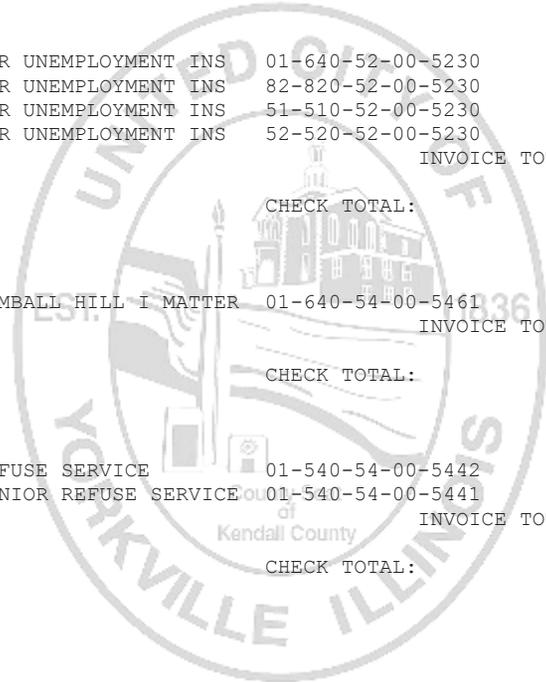
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544357	EEI	ENGINEERING ENTERPRISES, INC.						
	86067	01/29/26	01	LM-NORTHWEST ELEVATED WATER	51-510-60-00-6011		27,133.50	
			02	STORAGE TANK	** COMMENT **			
					INVOICE TOTAL:		27,133.50 *	
	86068	01/29/26	01	LM-RT126 WATER MAIN	51-510-60-00-6011		5,199.00	
			02	IMPROVEMENTS	** COMMENT **			
					INVOICE TOTAL:		5,199.00 *	
	86069	01/29/26	01	2025 WATER MAIN REPLACEMENT	51-510-60-00-6025		24,683.75	
					INVOICE TOTAL:		24,683.75 *	
	86070	01/29/26	01	WELL #10 AND RAW WATER MAIN	51-510-60-00-6029		24,692.50	
					INVOICE TOTAL:		24,692.50 *	
	86071	01/29/26	01	WELL #7 WTP ELECTRICAL	51-510-60-00-6068		4,235.00	
			02	IMPROVEMENTS	** COMMENT **			
					INVOICE TOTAL:		4,235.00 *	
					CHECK TOTAL:		171,636.00	
544358	FIRSTNET	AT&T MOBILITY						
	287313454005X0203202	01/30/26	01	JAN 2026 MOBILE DEVICES	01-220-54-00-5440		42.29	
			02	JAN 2026 MOBILE DEVICES	51-510-54-00-5440		121.59	
			03	JAN 2026 MOBILE DEVICES	01-110-54-00-5440		84.58	
			04	JAN 2026 MOBILE DEVICES	01-210-54-00-5440		882.04	
			05	JAN 2026 MOBILE DEVICES	79-795-54-00-5440		158.60	
					INVOICE TOTAL:		1,289.10 *	
					CHECK TOTAL:		1,289.10	
544359	FIRSTNET	AT&T MOBILITY						
	287313454207X0203202	01/25/26	01	12/26-01/25 MOBILE DEVICES	01-220-54-00-5440		445.84	



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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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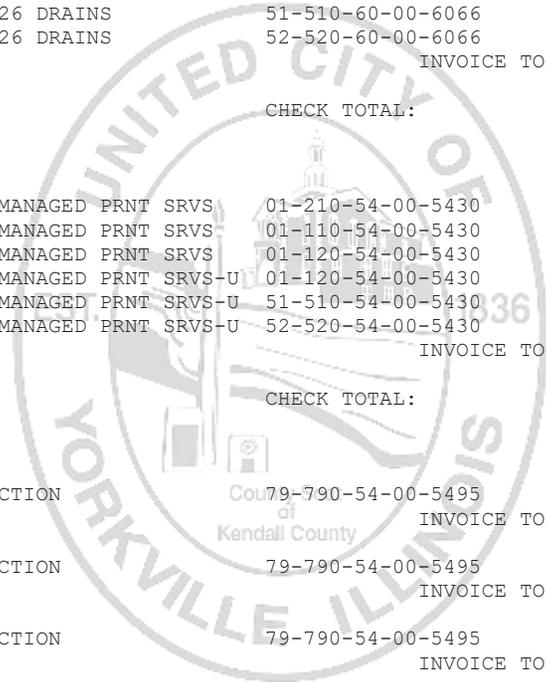
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
544359	FIRSTNET	AT&T MOBILITY						
	287313454207X0203202	01/25/26	02	12/26-01/25 MOBILE DEVICES	79-790-54-00-5440		36.24	
			03	12/26-01/25 MOBILE DEVICES	79-795-54-00-5440		157.06	
			04	12/26-01/25 MOBILE DEVICES	51-510-54-00-5440		350.36	
			05	12/26-01/25 MOBILE DEVICES	52-520-54-00-5440		72.48	
				INVOICE TOTAL:			1,061.98 *	
				CHECK TOTAL:			1,061.98	
544360	FIRSTNON	FIRST NONPROFIT UNEMPLOYMENT						
	FNUIN2000003295	02/03/26	01	2026 1ST QTR UNEMPLOYMENT INS	01-640-52-00-5230		4,850.20	
			02	2026 1ST QTR UNEMPLOYMENT INS	82-820-52-00-5230		301.72	
			03	2026 1ST QTR UNEMPLOYMENT INS	51-510-52-00-5230		477.48	
			04	2026 1ST QTR UNEMPLOYMENT INS	52-520-52-00-5230		251.18	
				INVOICE TOTAL:			5,880.58 *	
				CHECK TOTAL:			5,880.58	
544361	GARDKOCH	GARDINER KOCH & WEISBERG						
	28663	02/12/26	01	JAN 2026 KIMBALL HILL I MATTER	01-640-54-00-5461		5,960.00	
				INVOICE TOTAL:			5,960.00 *	
				CHECK TOTAL:			5,960.00	
544362	GROOT	GROOT INC						
	15871353T102	02/01/26	01	JAN 2026 REFUSE SERVICE	01-540-54-00-5442		164,916.28	
			02	JAN 2026 SENIOR REFUSE SERVICE	01-540-54-00-5441		5,324.61	
				INVOICE TOTAL:			170,240.89 *	
				CHECK TOTAL:			170,240.89	
544363	HACH	HACH COMPANY						



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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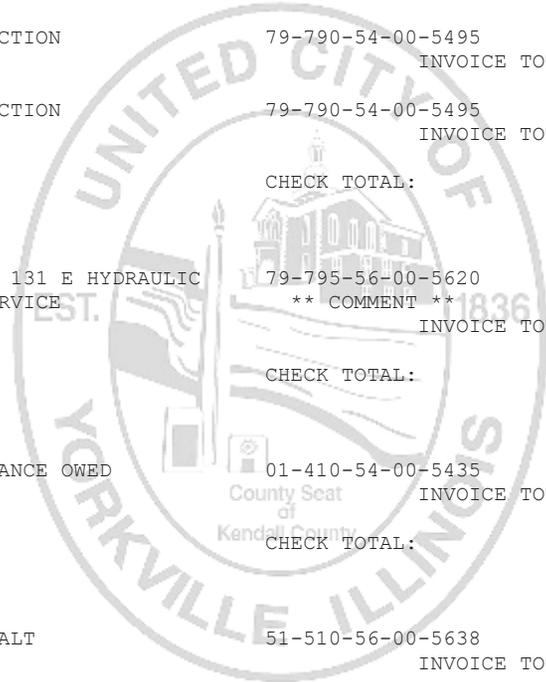
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544363	HACH HACH COMPANY 14839756	01/22/26	01	CHEMICALS	51-510-56-00-5638		813.00
					INVOICE TOTAL:		813.00 *
					CHECK TOTAL:		813.00
544364	ILTREASU STATE OF ILLINOIS TREASURER 127258	02/01/26	01	IL47 TO IL126 DRAINS	23-230-60-00-6058		39,497.73
			02	IL47 TO IL126 DRAINS	51-510-60-00-6066		15,053.42
			03	IL47 TO IL126 DRAINS	52-520-60-00-6066		32,968.74
					INVOICE TOTAL:		87,519.89 *
					CHECK TOTAL:		87,519.89
544365	IMPACT IMPACT NETWORKING, LLC 3667368	02/02/26	01	11/1-01/31 MANAGED PRNT SRVS	01-210-54-00-5430		224.11
			02	11/1-01/31 MANAGED PRNT SRVS	01-110-54-00-5430		217.68
			03	11/1-01/31 MANAGED PRNT SRVS	01-120-54-00-5430		145.71
			04	11/1-01/31 MANAGED PRNT SRVS-U	01-120-54-00-5430		24.57
			05	11/1-01/31 MANAGED PRNT SRVS-U	51-510-54-00-5430		32.92
			06	11/1-01/31 MANAGED PRNT SRVS-U	52-520-54-00-5430		15.35
					INVOICE TOTAL:		660.34 *
					CHECK TOTAL:		660.34
544366	JIMSTRCK JIM'S TRUCK INSPECTION LLC 213890	01/27/26	01	TRUCK INSPECTION	79-790-54-00-5495		49.50
					INVOICE TOTAL:		49.50 *
					CHECK TOTAL:		49.50 *
					INVOICE TOTAL:		41.00 *
					INVOICE TOTAL:		41.00 *
					INVOICE TOTAL:		82.00 *
					INVOICE TOTAL:		82.00 *



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 02/24/2026

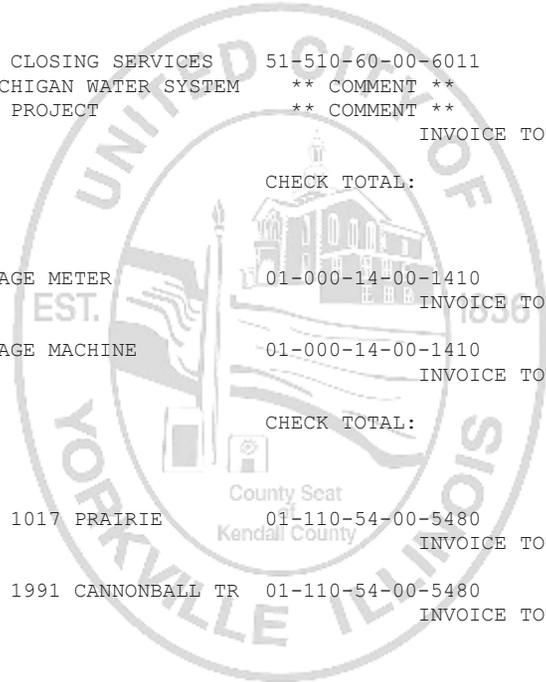
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
544366	JIMSTRCK	JIM'S TRUCK INSPECTION LLC						
	213940	01/28/26	01	TRUCK INSPECTION	79-790-54-00-5495		84.00	
					INVOICE TOTAL:		84.00 *	
	213954	01/29/26	01	TRUCK INSPECTION	79-790-54-00-5495		41.00	
					INVOICE TOTAL:		41.00 *	
	213956	01/29/26	01	TRUCK INSPECTION	79-790-54-00-5495		41.00	
					INVOICE TOTAL:		41.00 *	
	213957	01/29/26	01	TRUCK INSPECTION	79-790-54-00-5495		43.00	
					INVOICE TOTAL:		43.00 *	
	213987	01/30/26	01	TRUCK INSPECTION	79-790-54-00-5495		41.00	
					INVOICE TOTAL:		41.00 *	
					CHECK TOTAL:		422.50	
544367	LRS	LRS, LLC						
	PS694037	02/05/26	01	02/06-03/05 131 E HYDRAULIC	79-795-56-00-5620		383.00	
			02	PORTOLET SERVICE	** COMMENT **			
					INVOICE TOTAL:		383.00 *	
					CHECK TOTAL:		383.00	
544368	MEADE	MEADE ELECTRIC COMPANY, INC.						
	715420-BALANCE	01/06/26	01	INVOICE BALANCE OWED	01-410-54-00-5435		10.00	
					INVOICE TOTAL:		10.00 *	
					CHECK TOTAL:		10.00	
544369	MIDWSALT	MIDWEST SALT						
	454720	01/21/26	01	BULK ROCK SALT	51-510-56-00-5638		3,631.28	
					INVOICE TOTAL:		3,631.28 *	



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				

INVOICES DUE ON/BEFORE 02/24/2026

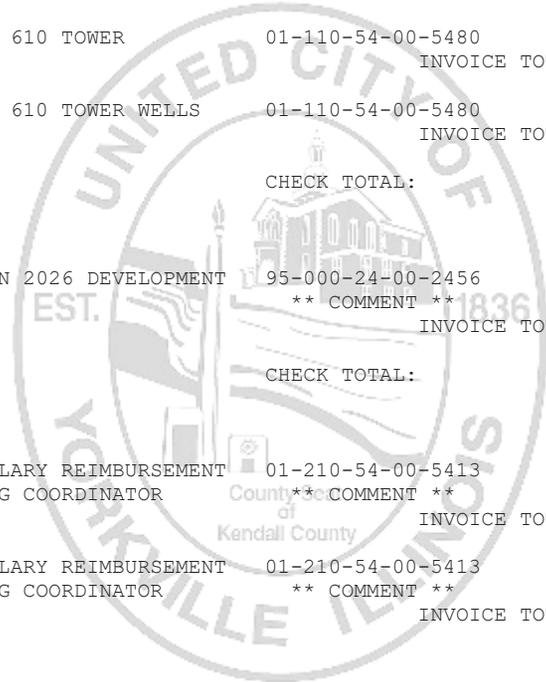
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544369	MIDWSALT	MIDWEST SALT					
	454721	02/09/26	01	BULK ROCK SALT	51-510-56-00-5638		3,292.51
					INVOICE TOTAL:		3,292.51 *
	455708	02/09/26	01	BULK ROCK SALT	51-510-56-00-5638		3,163.21
					INVOICE TOTAL:		3,163.21 *
					CHECK TOTAL:		10,087.00
544370	MROWCO	MATHEWSON RIGHT OF WAY CO,					
	24-0387-14	01/31/26	01	PARCEL 0014 CLOSING SERVICES	51-510-60-00-6011		2,000.50
			02	FOR LAKE MICHIGAN WATER SYSTEM	** COMMENT **		
			03	IMPROVEMENT PROJECT	** COMMENT **		
					INVOICE TOTAL:		2,000.50 *
					CHECK TOTAL:		2,000.50
544371	NEOPOST	QUADIENT FINANCE USA, INC					
	020226-REFILL	02/02/26	01	REFILL POSTAGE METER	01-000-14-00-1410		300.00
					INVOICE TOTAL:		300.00 *
	020926-REFILL	02/09/26	01	REFILL POSTAGE MACHINE	01-000-14-00-1410		300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		600.00
544372	NICOR	NICOR GAS					
	00-41-22-8748 4-0202	02/02/26	01	01/02-02/02 1017 PRAIRIE	01-110-54-00-5480		118.87
					INVOICE TOTAL:		118.87 *
	15-64-61-3532 5-0202	02/02/26	01	01/02-02/02 1991 CANNONBALL TR	01-110-54-00-5480		66.72
					INVOICE TOTAL:		66.72 *



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 02/24/2026

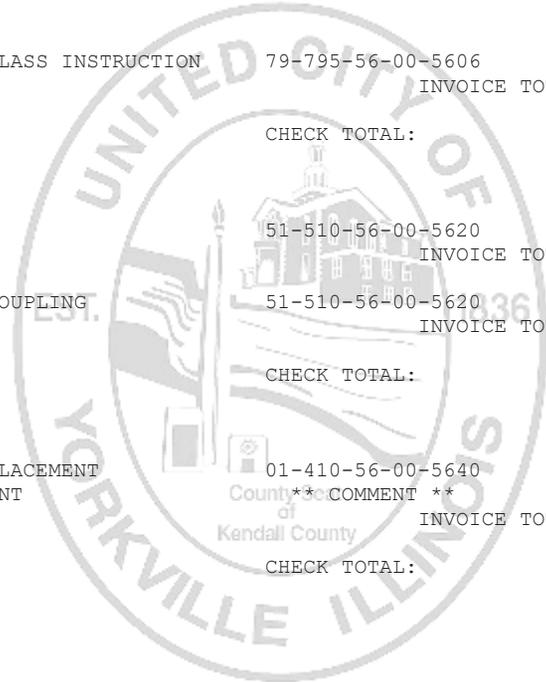
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544372	NICOR NICOR GAS						
	20-52-56-2042 1-0128	01/28/26	01	12/30-01/28 420 FAIRHAVEN	01-110-54-00-5480		178.86
					INVOICE TOTAL:		178.86 *
	23-45-91-4862 5-0203	02/03/26	01	01/03-02/03 101 BRUELL ST	01-110-54-00-5480		179.73
					INVOICE TOTAL:		179.73 *
	40-52-64-8356 1-0204	02/04/26	01	01/05-02/03 102 E VAN EMMON	01-110-54-00-5480		756.65
					INVOICE TOTAL:		756.65 *
	61-60-41-1000 9-0203	02/03/26	01	01/03-02/03 610 TOWER	01-110-54-00-5480		1,615.06
					INVOICE TOTAL:		1,615.06 *
	83-80-00-1000 7-0203	02/03/26	01	01/03-02/03 610 TOWER WELLS	01-110-54-00-5480		573.56
					INVOICE TOTAL:		573.56 *
					CHECK TOTAL:		3,489.45
544373	OSWEFIRE OSWEGO FIRE PROTECTION DIST.						
	013126-LC	02/09/26	01	NOV 2025-JAN 2026 DEVELOPMENT	95-000-24-00-2456		1,827.00
			02	FEES	** COMMENT **		
					INVOICE TOTAL:		1,827.00 *
					CHECK TOTAL:		1,827.00
544374	OSWEGO VILLAGE OF OSWEGO						
	3464	02/03/26	01	NOV 2025 SALARY REIMBURSEMENT	01-210-54-00-5413		4,397.95
			02	FOR TRAINING COORDINATOR	** COMMENT **		
					INVOICE TOTAL:		4,397.95 *
	3465	02/03/26	01	DEC 2025 SALARY REIMBURSEMENT	01-210-54-00-5413		6,487.10
			02	FOR TRAINING COORDINATOR	** COMMENT **		
					INVOICE TOTAL:		6,487.10 *



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 02/24/2026

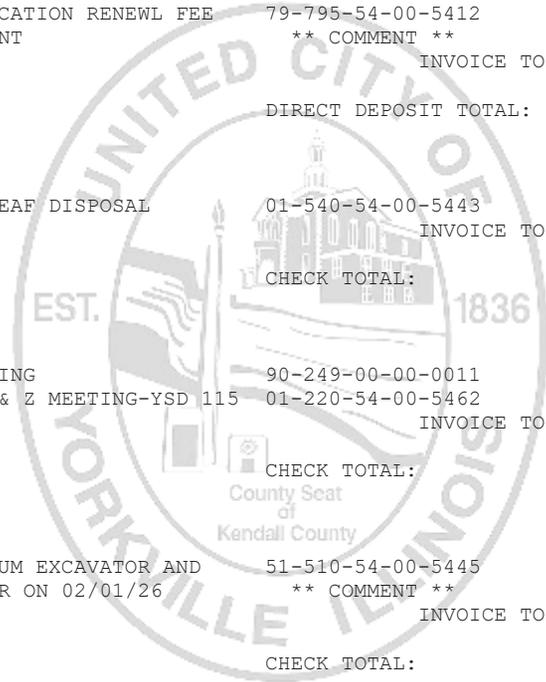
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544374	OSWEGO	VILLAGE OF OSWEGO					
	3466	02/03/26	01	JAN 2026 STATE LOBYIST CHARGES	01-640-54-00-5462		1,166.67
			02	JAN 2026 STATE LOBYIST CHARGES	51-510-54-00-5462		1,166.66
			03	JAN 2026 FED LOBYIST CHARGES	01-640-54-00-5462		1,562.50
			04	JAN 2026 FED LOBYIST CHARGES	51-510-54-00-5462		1,562.50
				INVOICE TOTAL:			5,458.33 *
				CHECK TOTAL:			16,343.38
544375	PETITEPA	THE PETITE PALETTE					
	012226	01/22/26	01	PRE-K ART CLASS INSTRUCTION	79-795-56-00-5606		710.00
				INVOICE TOTAL:			710.00 *
				CHECK TOTAL:			710.00
544376	POLLARD	FERGUSON ENTERPRISES LLC #3325					
	0303773	01/27/26	01	PVC HOSE	51-510-56-00-5620		1,087.25
				INVOICE TOTAL:			1,087.25 *
	0303774	01/15/26	01	ADAPTERS, COUPLING	51-510-56-00-5620		62.52
				INVOICE TOTAL:			62.52 *
				CHECK TOTAL:			1,149.77
544377	R0002738	ROGER OBOURN					
	020226-MAILBOX	02/02/26	01	MAILBOX REPLACEMENT	01-410-56-00-5640		116.23
			02	REIMBURSEMENT			
				COMMENT			
				INVOICE TOTAL:			116.23 *
				CHECK TOTAL:			116.23
544378	R0002739	DINA MCCLARON					



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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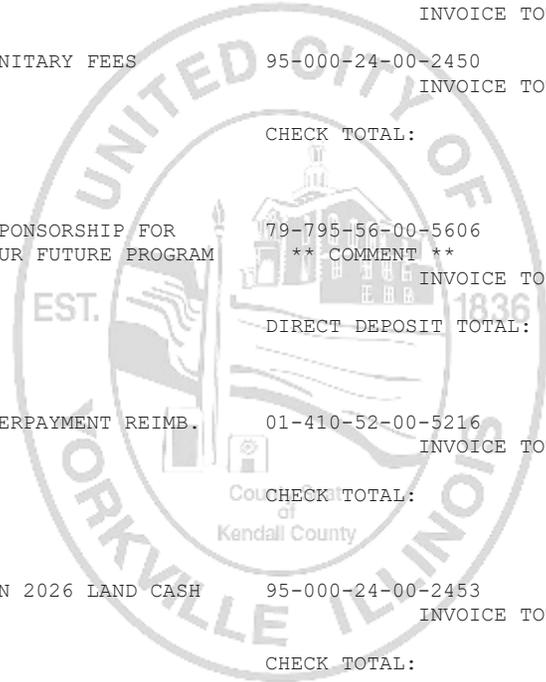
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544378	R0002739	DINA MCCLARON					
	020926-RFND	02/09/26	01	REFUND OVERPAYMENT ON UB	01-000-13-00-1371		192.97
			02	ACCT#0101283450-01	** COMMENT **		
					INVOICE TOTAL:		192.97 *
					CHECK TOTAL:		192.97
D004719	ROSBOROS	SHAY REMUS					
	CPR CERT	02/11/26	01	CPR CERTIFICATION RENEWL FEE	79-795-54-00-5412		70.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		70.00 *
					DIRECT DEPOSIT TOTAL:		70.00
544379	RSMITS	R. SMITS & SONS					
	012626-2025 LEAF	01/26/26	01	2025 FALL LEAF DISPOSAL	01-540-54-00-5443		6,465.00
					INVOICE TOTAL:		6,465.00 *
					CHECK TOTAL:		6,465.00
544380	VITOSH	CHRISTINE M. VITOSH					
	2417	02/02/26	01	MEYER REZONING	90-249-00-00-0011		842.00
			02	01/14/26 P & Z MEETING-YSD 115	01-220-54-00-5462		210.50
					INVOICE TOTAL:		1,052.50 *
					CHECK TOTAL:		1,052.50
544381	WATERSER	WATER SERVICES CO.					
	42264	02/06/26	01	USE OF VACUUM EXCAVATOR AND	51-510-54-00-5445		900.00
			02	STEAM JETTER ON 02/01/26	** COMMENT **		
					INVOICE TOTAL:		900.00 *
					CHECK TOTAL:		900.00



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 02/24/2026

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
544382	WINTEREQ	WINTER EQUIPMENT COMPANY						
	IV67156	01/29/26	01	FLOWGUARD GUAGES	01-410-56-00-5628		1,982.13	
					INVOICE TOTAL:		1,982.13 *	
					CHECK TOTAL:		1,982.13	
544383	YBSD	YORKVILLE BRISTOL						
	2026.003	02/05/26	01	FEB 2026 LANDFILL EXPENSE	51-510-54-00-5445		37,609.11	
					INVOICE TOTAL:		37,609.11 *	
	26-JAN	02/02/26	01	JAN 2026 SANITARY FEES	95-000-24-00-2450		349,347.37	
					INVOICE TOTAL:		349,347.37 *	
					CHECK TOTAL:		386,956.48	
D004720	YORKEDU	YORKVILLE EDUCATIONAL						
	PAPARAZZI SPONSOR	02/05/26	01	PAPARAZZI SPONSORSHIP FOR	79-795-56-00-5606		500.00	
			02	FOSTERING OUR FUTURE PROGRAM	** COMMENT **			
					INVOICE TOTAL:		500.00 *	
					DIRECT DEPOSIT TOTAL:		500.00	
544384	YORKGFPC	PETTY CASH						
	010926-REIMB	02/10/26	01	FLEX/HRA OVERPAYMENT REIMB.	01-410-52-00-5216		4.13	
					INVOICE TOTAL:		4.13 *	
					CHECK TOTAL:		4.13	
544385	YORKSCHO	YORKVILLE CUSD #115						
	013126-LC	02/09/26	01	NOV 2025-JAN 2026 LAND CASH	95-000-24-00-2453		32,062.26	
					INVOICE TOTAL:		32,062.26 *	
					CHECK TOTAL:		32,062.26	



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 02/24/2026

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
544386	YOUNGM MARLYS J. YOUNG						
	011526-PK	01/29/26	01	01/15/26 PK MEETING MINUTES	79-790-54-00-5462		42.50
			02	01/15/26 PK MEETING MINUTES	79-795-54-00-5462		42.50
					INVOICE TOTAL:		85.00 *
	012026-PW	01/31/26	01	01/20/26 PW MEETING MINUTES	01-110-54-00-5462		85.00
					INVOICE TOTAL:		85.00 *
	012126-ADMIN	02/03/26	01	01/21/26 ADMIN MEETING MINUTES	01-110-54-00-5462		85.00
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		255.00



TOTAL CHECKS PAID: 3,341,534.88
 TOTAL DIRECT DEPOSITS PAID: 1,270.00
 TOTAL AMOUNT PAID: 3,342,804.88

- | | | | |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 February 13, 2026

	<u>REGULAR</u>	<u>OVERTIME</u>	<u>TOTAL</u>	<u>IMRF</u>	<u>FICA</u>	<u>TOTALS</u>
ADMINISTRATION	23,342.79	-	23,342.79	1,847.13	1,730.57	26,920.49
FINANCE	17,409.69	-	17,409.69	1,378.01	1,303.61	20,091.31
POLICE	165,079.33	2,176.61	167,255.94	839.96	12,591.95	180,687.85
COMMUNITY DEV.	38,593.95	-	38,593.95	3,064.91	2,852.76	44,511.62
STREETS	32,115.65	6,546.94	38,662.59	3,042.73	2,863.32	44,568.64
BUILDING & GROUNDS	6,977.17	-	6,977.17	560.90	530.81	8,068.88
WATER	25,639.55	2,168.87	27,808.42	2,113.77	2,049.99	31,972.18
SEWER	17,536.11	-	17,536.11	1,380.09	1,287.29	20,203.49
PARKS	38,591.43	-	38,591.43	3,068.62	2,894.29	44,554.34
RECREATION	32,464.04	-	32,464.04	1,909.42	2,428.82	36,802.28
LIBRARY	20,903.08	-	20,903.08	1,123.44	1,544.23	23,570.75
TOTALS	\$ 418,652.79	\$ 10,892.42	\$ 429,545.21	\$ 20,328.98	\$ 32,077.64	\$ 481,951.83

TOTAL PAYROLL

\$ 481,951.83



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, February 24, 2026

ACCOUNTS PAYABLE

DATE

Clerk's Check #131283 Kendall County Recorder <i>(Page 1)</i>	01/30/2026	\$	114.00
Clerk's Check #131284 Kendall County Recorder <i>(Page 2)</i>	02/02/2026		92.00
Manual City Check Register <i>(Pages 3 - 4)</i>	02/13/2026		79,887.23
Manual City Check Register <i>(Pages 5 - 6)</i>	02/20/2026		1,530.00
City Check Register <i>(Pages 7 - 28)</i>	02/24/2026		3,342,804.88
SUB-TOTAL:		\$	3,424,428.11

WIRE PAYMENTS

IEPA - L17-1163 Fund - Debt Service Interest PYMT	02/09/2026	\$	1,534.06
IEPA - L17-1163 Fund - Debt Service Principal PYMT	02/09/2026		60,981.02
TOTAL PAYMENTS:			\$62,515.08

PAYROLL

Bi - Weekly <i>(Page 43)</i>	02/13/2026	\$	481,951.83
SUB-TOTAL:		\$	481,951.83

TOTAL DISBURSEMENTS: \$ 3,968,895.02



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 type="checkbox"/>
Economic Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #3

Tracking Number

PW 2026-19

Agenda Item Summary Memo

Title: Kendall Marketplace Townhomes – Phase 1 Acceptance

Meeting and Date: City Council – February 24, 2026

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: PW – 2/17/26 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2026-19

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Contrino, City Clerk
Rob Fredrickson, Finance Director

Date: January 26, 2026
Subject: Kendall Marketplace Townhomes – Phase 1

The developer has requested that the City accept the public improvements for ownership and maintenance. All work related to the public improvements including punch list work, has been completed, including all sidewalk.

We recommend that the public improvements (water main, sanitary sewer, storm sewer, sidewalk, and parkway trees) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

As required by City Code, the developer will be responsible for providing a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements.

Original EOPC Value	\$646,877.50
10% of Original EOPC	\$64,687.75
Required Value (10% of Original)	\$64,687.75

Ordinance No. 2026-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS LOCATED WITHIN THE KENDALL MARKETPLACE PHASE 1 SUBDIVISION

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

WHEREAS, the City has the ability to acquire and hold real property for corporate purposes pursuant to 65 ILCS 5/2-3-8; and

WHEREAS, the water main, sanitary sewer, storm sewer, streets, sidewalks, lighting and parkway trees located within the Kendall Marketplace Phase 1 Subdivision (the “*Public Improvements*”) have been completed by Abby Properties LLC, an Illinois limited liability company (the “*Developer*”); and

WHEREAS, the Developer has requested, and the City’s engineer has recommended, that the City accept the Public Improvements, as described on the Bill of Sale, attached hereto as *Exhibit A*, for ownership and maintenance; and

WHEREAS, Developer shall be required to provide a performance guarantee bond to cover a one-year maintenance period that shall commence upon the City’s acceptance of the Public Improvements; and

WHEREAS, the Mayor and City Council of the City are of the opinion that it is in the best interests of the safety, health and welfare of the residents to accept ownership of the Public Improvements for public purposes and for the overall benefit of the residents.

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

Section 1. All of the Recitals set forth above are incorporated herein as if restated.

Section 2. That the City accepts the Public Improvements, as described on the attached *Exhibit A*, contingent on the Developer securing a one-year maintenance bond in the amount of \$64,687.75.

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

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

BILL OF SALE

Seller, _____, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Kendall Marketplace Townhomes – Phase 1 and generally shown on Exhibit B.

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

IN WITNESS WHEREOF, *Seller* has signed and sealed this Bill of Sale at _____, this ____ day of _____, 20__.

Signature of Seller
Name: _____
Title: _____

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

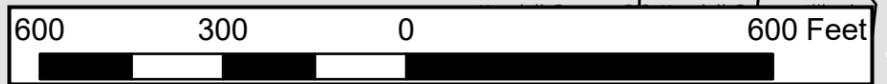
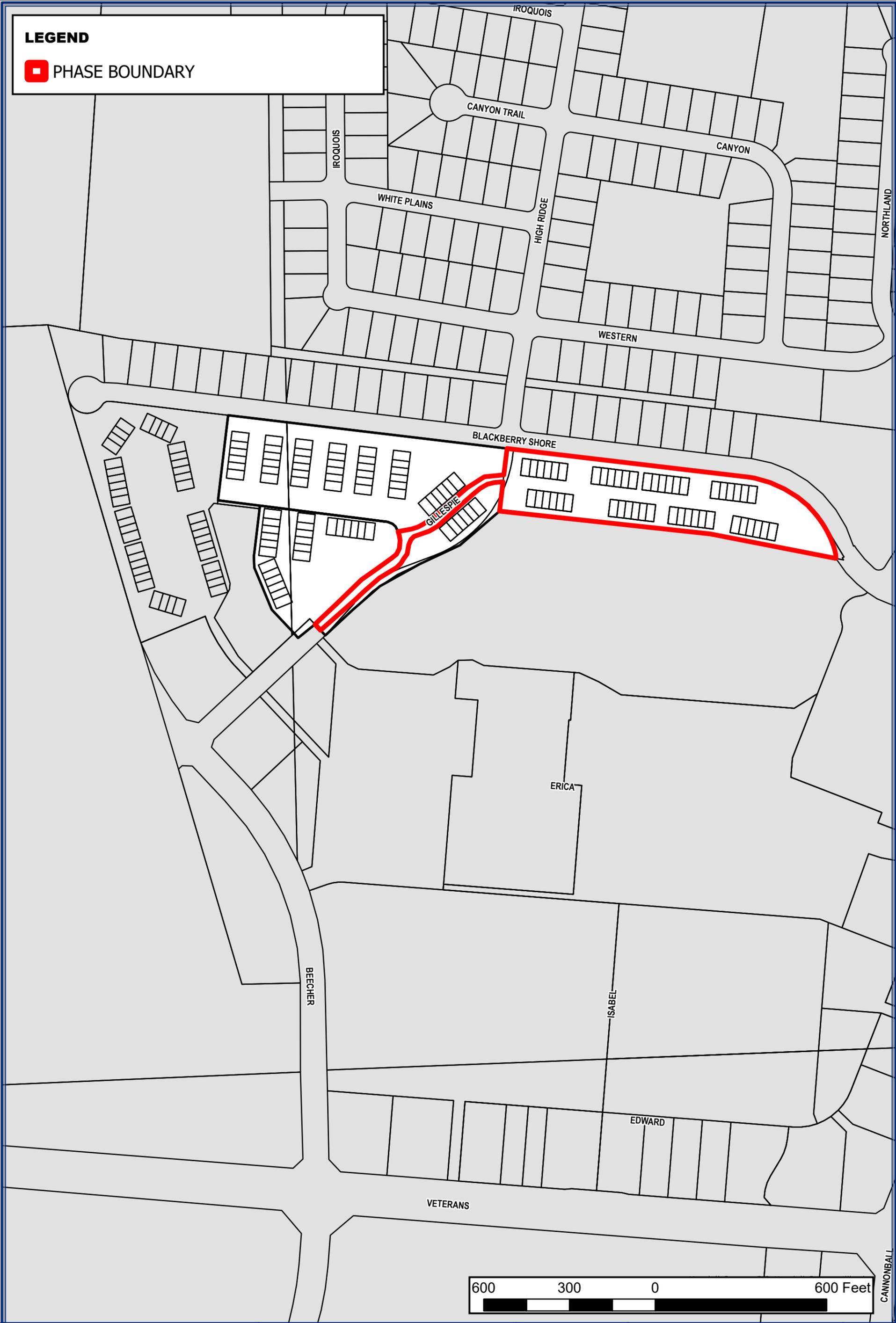
Notary Public

EXHIBIT A
 KENDALL MARKETPLACE TOWNHOMES - PHASE 1
 UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITY
SANITARY SEWER CONSTRUCTION		
TRENCH BACKFILL	CU YD	1,165
8-INCH SDR 26, PVC, SANITARY SEWER	FOOT	1,748
SANITARY MANHOLE, 4' DIA.	EACH	9
CONNECTION TO EXISTING SANITARY SEWER	EACH	2
TELEVISIONING AND TESTING	LSUM	1
WATER MAIN CONSTRUCTION		
TRENCH BACKFILL	CU YD	939
WATER MAIN, 8" DI	FOOT	1,015
WATER MAIN, 16" DI	FOOT	594
8" VALVE AND VALVE BOX	EACH	3
16" VALVE AND VALVE VAULT 5' DIA	EACH	2
FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE	EACH	6
CONNECTION TO EXISTING WATER MAIN STUB AND	EACH	3
WATER MAIN TESTING AND DISINFECTION	LSUM	1
STORM SEWER CONSTRUCTION		
TRENCH BACKFILL	CU YD	524
INLETS, TYPE A, 2'-DIAMETER, TYPE FRAME AND	EACH	4
INLETS, TYPE A, 2'-DIAMETER, R-3015	EACH	3
CATCH BASINS, TYPE A, 2'-DIAMETER, R-2502	EACH	1
CATCH BASINS, TYPE A, 4'-DIAMETER, R-2502	EACH	3
CATCH BASINS, TYPE A, 4'-DIAMETER, R-3015	EACH	2
MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME,	EACH	3
STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2,	FOOT	348
STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2,	FOOT	306
STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2,	FOOT	455
VIDEO TAPING STORM SEWERS (ASBUILT-RECORD)	FOOT	1,109
SIDEWALK		
PCC SIDEWALK (5" PCC, 2" CA-7)	SQ FT	620

LEGEND

 PHASE BOUNDARY



Engineering Enterprises
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6756
www.eeiweb.com

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

DATE: JANUARY 2026
PROJECT NO.: YO2002
BY: MJT
PATH: H:\GIS\PUBLIC\YORKVILLE2020
FILE: YO2002 KM ACCEPTANCE DOC

**KENDALL MARKETPLACE
PHASE 1
ACCEPTANCE**



GASB
 KENDALL MARKETPLACE TOWNHOMES - PHASE 1
 UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITIY	UNIT PRICE	COST
SANITARY SEWER CONSTRUCTION				
TRENCH BACKFILL	CU YD	1,165	\$ 35.00	\$ 40,775.00
8-INCH SDR 26, PVC, SANITARY SEWER	FOOT	1,748	\$ 55.00	\$ 96,140.00
SANITARY MANHOLE, 4' DIA.	EACH	9	\$ 3,500.00	\$ 31,500.00
CONNECTION TO EXISTING SANITARY SEWER MANHOLE	EACH	2	\$ 850.00	\$ 1,700.00
TELEVISIONING AND TESTING	LSUM	1	\$ 1,500.00	\$ 1,500.00
WATER MAIN CONSTRUCTION				
TRENCH BACKFILL	CU YD	939	\$ 35.00	\$ 32,865.00
WATER MAIN, 8" DI	FOOT	1,015	\$ 75.00	\$ 76,125.00
WATER MAIN, 16" DI	FOOT	594	\$ 130.00	\$ 77,220.00
8" VALVE AND VALVE BOX	EACH	3	\$ 2,500.00	\$ 7,500.00
16" VALVE AND VALVE VAULT 5' DIA	EACH	2	\$ 6,500.00	\$ 13,000.00
FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	6	\$ 4,800.00	\$ 28,800.00
CONNECTION TO EXISTING WATER MAIN STUB AND VALVE VAULT	EACH	3	\$ 1,500.00	\$ 4,500.00
WATER MAIN TESTING AND DISINFECTION	LSUM	1	\$ 2,000.00	\$ 2,000.00
STORM SEWER CONSTRUCTION				
TRENCH BACKFILL	CU YD	524	\$ 35.00	\$ 18,340.00
INLETS, TYPE A, 2'-DIAMETER, TYPE FRAME AND	EACH	4	\$ 1,600.00	\$ 6,400.00
INLETS, TYPE A, 2'-DIAMETER, R-3015	EACH	3	\$ 1,600.00	\$ 4,800.00
CATCH BASINS, TYPE A, 2'-DIAMETER, R-2502	EACH	1	\$ 1,600.00	\$ 1,600.00
CATCH BASINS, TYPE A, 4'-DIAMETER, R-2502	EACH	3	\$ 2,800.00	\$ 8,400.00
CATCH BASINS, TYPE A, 4'-DIAMETER, R-3015	EACH	2	\$ 2,800.00	\$ 5,600.00
MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME,	EACH	3	\$ 2,800.00	\$ 8,400.00
STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2,	FOOT	348	\$ 50.00	\$ 17,400.00
STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2,	FOOT	306	\$ 55.00	\$ 16,830.00
STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2,	FOOT	455	\$ 60.00	\$ 27,300.00
VIDEO TAPING STORM SEWERS (ASBUILT-RECORD)	FOOT	1,109	\$ 1.50	\$ 1,663.50
SIDEWALK				
PCC SIDEWALK (5" PCC, 2" CA-7)	SQ FT	620	\$ 5.50	\$ 3,410.00
TOTAL COST				\$ 533,768.50



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 type="checkbox"/>
Economic Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #4

Tracking Number

PW 2026-20

Agenda Item Summary Memo

Title: Grande Reserve Unit 6 – Performance Guarantee Release

Meeting and Date: City Council – February 24, 2026

Synopsis: Release of Guarantee

Council Action Previously Taken:

Date of Action: PW – 2/17/26 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2026-20

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Contrino, City Clerk

Date: February 9, 2026
Subject: Grande Reserve Unit 6

The developer has completed the remaining punch list items from the one-year warranty period. We are now recommending a full release of their remaining performance guarantee bond. The value of the guarantee to be released is \$206,106.54. The public improvements were accepted on October 15, 2024.

The developer will provide a separate guarantee to cover the costs of the remaining sidewalk (\$42,060.00) within the undeveloped four lots. That guarantee will be released after the completion of the sidewalk.

The full guarantee of \$206,106.54 should not be released until the sidewalk security is in place.

Please let us know if you have any questions.

Resolution No. 2026-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS APPROVING THE RELEASE OF A PERFORMANCE GUARANTEE
BOND RELATED TO GRANDE RESERVE UNIT 6**

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

WHEREAS, Grande Reserve (Chicago) ASLI VI, L.L.L.P., an Illinois limited liability limited partnership (“Developer”) submitted a Performance Guarantee Bond in the amount of \$206,106.54 to the City, related to the development of Grande Reserve Unit 6 (the “Project”); and

WHEREAS, the Developer has completed the Project and all punch-list items from the Project’s one year warranty period; and

WHEREAS, City staff and engineering consultants recommend the release of the Performance Guarantee Bond to the Developer.

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

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

Section 2. That the full Performance Guarantee Bond in the amount of \$206,106.54 be released to Grande Reserve (Chicago) ASLI VI, L.L.L.P., as recommended by the City’s engineering consultants, Engineering Enterprises, Inc.

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

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

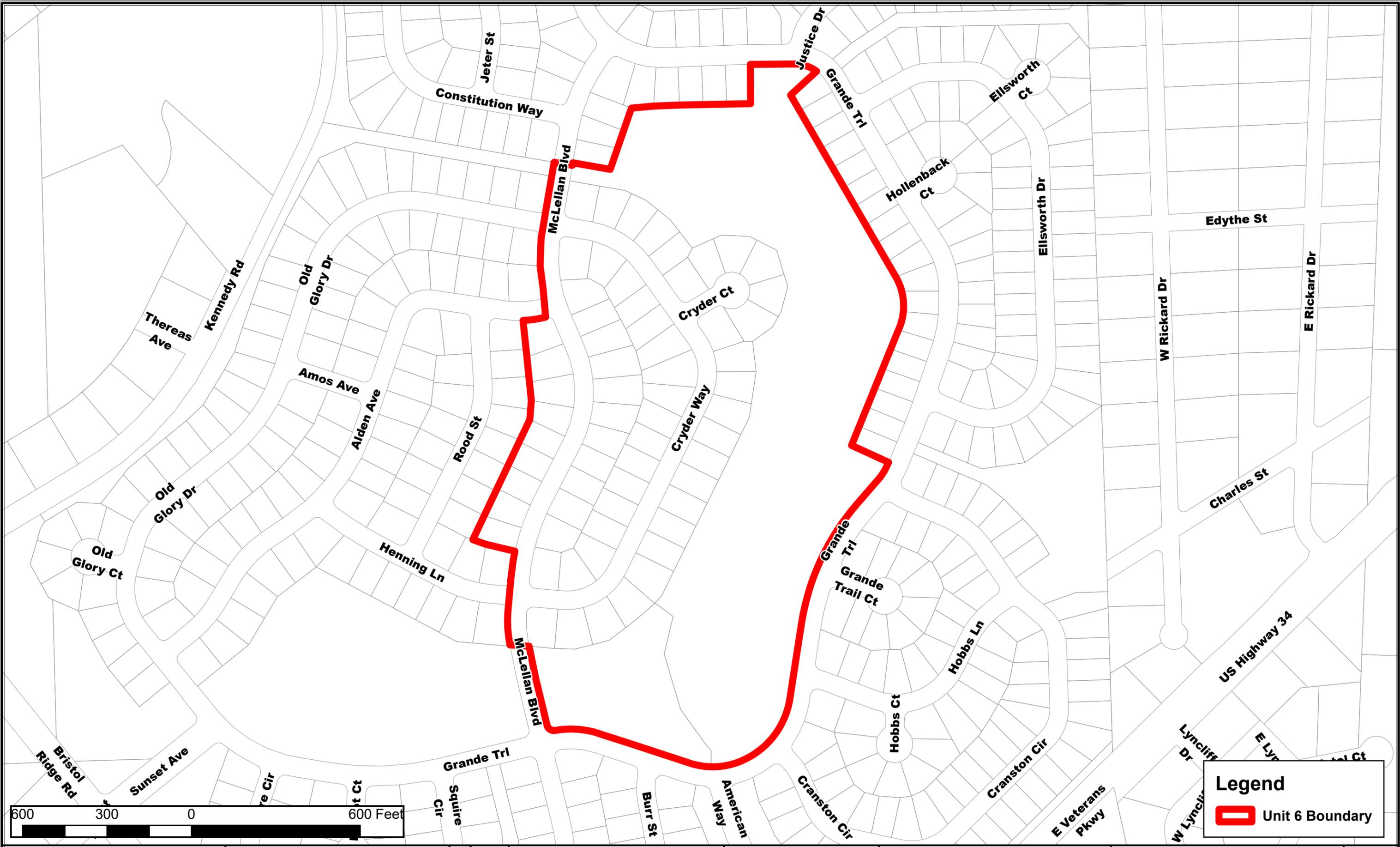
RUSTY HYETT _____

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

MAYOR

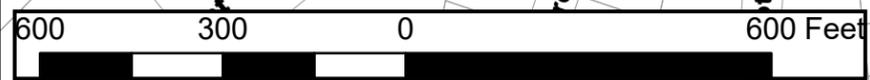
Attest:

CITY CLERK



Legend

 Unit 6 Boundary



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

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

NO.	DATE	REVISIONS

DATE:	AUGUST 2024
PROJECT NO.:	YO2229
PATH:	H:\GIS\PUBLIC\YORKVILLE\2022\
FILE:	H:\GIS\PUBLIC\YORKVILLE\2022\Grande Reserve Unit 6\2024\Unit 6 Boundary.dwg

UNIT 6
 UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS

**GRANDE RESERVE
 LOCATION MAP**





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"/>
Economic Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #5

Tracking Number

ADM 2026-09

Agenda Item Summary Memo

Title: Treasurer's Report for January 2026

Meeting and Date: City Council – February 24, 2026

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM – 2/18/26 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2026-09

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:



UNITED CITY OF YORKVILLE
TREASURER'S REPORT - for the month ended January 31, 2026

Cash Basis

	Beginning Fund Balance	January Revenues	YTD Revenues	Revenue Budget	% of Budget	January Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	\$ 12,378,336	\$ 1,763,992	\$ 20,759,142	\$ 25,738,613	81%	\$ 3,035,305	\$ 18,500,210	\$ 26,638,613	69%	\$ 14,637,268
Special Revenue Funds										
15 - Motor Fuel Tax	403,825	240,578	1,076,512	1,125,830	96%	489,513	1,088,960	1,475,000	74%	391,377
79 - Parks and Recreation	206,643	331,855	3,203,102	4,042,732	79%	330,802	2,902,285	4,329,254	67%	507,460
87 - Countryside TIF	(1,172,915)	-	237,329	249,100	95%	1,050	375,175	378,957	99%	(1,310,761)
88 - Downtown TIF	(1,315,406)	-	377,754	396,672	95%	57,915	80,379	353,822	23%	(1,018,031)
89 - Downtown TIF II	221,130	-	283,638	296,932	96%	27,813	255,750	277,020	92%	249,018
11 - Fox Hill SSA	62,707	-	24,025	24,000	100%	-	7,935	65,640	12%	78,797
12 - Sunflower SSA	21,127	-	22,021	22,000	100%	-	30,368	43,640	70%	12,780
Capital Project Funds										
25 - Vehicle & Equipment	596,223	46,736	363,267	607,916	60%	31,578	867,412	1,251,952	69%	92,078
23 - City-Wide Capital	3,430,243	203,605	2,773,865	7,660,678	36%	129,736	4,516,051	10,991,669	41%	1,688,057
24 - Buildings & Grounds	39,494,842	30,791	1,616,241	3,731,995	43%	2,350,682	19,963,261	31,827,532	63%	21,147,822
Enterprise Funds										
* 51 - Water	9,741,361	979,753	12,177,785	104,600,040	12%	2,218,676	25,104,392	110,611,404	23%	(3,185,246)
* 52 - Sewer	4,912,840	62,095	2,842,770	4,508,341	63%	537,712	3,771,618	7,283,833	52%	3,983,992
Library Funds										
82 - Library Operations	1,097,789	16,574	1,185,780	1,187,771	100%	119,708	755,741	1,335,485	57%	1,527,828
84 - Library Capital	183,058	7,920	114,015	50,750	225%	6,454	88,358	128,000	69%	208,715
Total Funds	\$ 70,261,803	\$ 3,683,900	\$ 47,057,247	\$ 154,243,370	31%	\$ 9,336,944	\$ 78,307,895	\$ 196,991,821	40%	\$ 39,011,155

* Fund Balance Equivalency

As Treasurer of the United City of Yorkville, I hereby attest, to the best of my knowledge, that the information contained in this Treasurer's Report is accurate as of the date detailed herein. Further information is available in the Finance Department.

 Rob Fredrickson, Finance Director/Treasurer



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

Agenda Item Number

Consent Agenda #6

Tracking Number

ADM 2026-13

Agenda Item Summary Memo

Title: Travel Expense Authorization for Elected Officials for FY27

Meeting and Date: City Council – February 24, 2026

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: ADM – 2/18/26 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2026-13

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett

Name

Administration

Department

Agenda Item Notes:



Memorandum

To: Administration Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: February 18, 2026
Subject: Travel Expense Authorization – Elected Officials

Summary

Approval of FY 27 travel expenses related to the IML Conference, MetroWest Drive Down and FY 28 ICSC Recon show.

Background

The City's employee manual amendment requires City Council approval for any travel and lodging expenditures for elected officials. While the act and the City's employee manual allow these expenditures to be approved retroactively, in some cases, the attached forms cover all FY 27 travel for elected officials and the FY28 ICSC Recon show. The FY 27 ICSC Recon show for Mayor Purcell, was previously approved in March 2025. However, due to the timing of the early May show, we need to approve the FY 28 ICSC Recon show.

The IML Annual Conference is hosted by the Illinois Municipal League in Chicago every Fall. This year's conference will occur on September 17-19. The IML Annual Conference is the premier conference for Illinois municipal government officials, and the City has a long history of sending any elected officials willing to attend the event. The travel costs associated with this event are typically limited to two nights of hotel stay per individual (sometimes three nights depending on personal and conference schedules) and parking fees. Hotel fees are typically higher than the employee manual guideline of \$150 per night because of the location of the conference in downtown Chicago. The approved travel policy allows the \$150 per night to be exceeded if the conference-associated hotel is chosen. In this case, the conference associated hotel is chosen. Parking fees are typically higher than most other conferences given the location in downtown Chicago, but historically elected officials have carpooled or taken the train into the conference.

The MetroWest Legislative Drivedown is an event hosted by the MetroWest Council of Government. Every spring for the past several years, dozens of mayors, managers, and aldermen from municipalities in Kane, Kendall, and DeKalb counties have made the trek to Springfield to discuss municipal issues with state representatives, senators, and department directors. Those elected officials and staff members who have made the effort to attend have found the meetings and experience useful to advancing municipal interests. The travel costs associated with this event are typically limited to one night of a hotel stays per individual, and parking fees.

The ICSC Recon show is hosted by the International Council of Shopping Centers in Las Vegas every Spring. The Mayor and City Administrator attended the May 2023, 2024, and 2025 conference. The Recon show is the nation's premier retail shopping center conference, which hosts developers, retailers, and government officials from around the world. The Mayor, the City's economic development consultant, and the City Attorney or City Administrator have attended this conference each year for the past four years and we have found value in the conference. The travel costs for this event

are typically limited to airfare. The City's economic development consultant has donated lodging accommodations to the City in years past. Also included is the FY28 request for the May 2027 show, due to the May date of the show, this will cover the authorization for that as well.

Recommendation

Staff recommends approval of the travel expense authorizations. For all authorizations, approval means the elected official has the ability to go to the conference without further City Council approval, but it does not guarantee that the elected official will be able to attend the conference or will actually attend the conference. Assuming the final costs are in line with the estimates shown in the attached authorizations, no subsequent approval by City Council will be required. Should the actual costs exceed the estimates, subsequent City Council approval will be required.



United City of Yorkville Travel Expense Authorization

Full Name and Title: Mayor John Purcell, Alderman Dan Transier, Alderman Ken Koch, Alderman Craig Soling, Alderman Joe Plocher, Alderman Chris Funkhouser, Alderman Matt Marek, Alderman Rusty Hyett, Alderman Rusty Corneils

Date of Request: February 18, 2026

Date of Travel: September 19 – 21, 2026

Nature of Travel: IML Annual Conference

Lodging Expenses

Length of Stay: September 19, 20, 21

Estimate: \$312 per room per night per person, plus tax

Total estimate: \$8,424 plus tax

Meal Expenses

\$92 per day, per person

Total estimate: \$2,484

Toll Expenses

None anticipated at this time.

2026 Mileage Expenses

None anticipated at this time.

Parking Expenses

Estimate: \$79 per car per night

Total Estimate: \$2,133

Other Expenses (Airfare, Taxi, etc.)

Conference fees: \$310 per person

Total estimate: \$2,790

Total Reimbursement/Estimate

\$15,831 plus tax (estimated)

Per the United City of Yorkville Employee Manual: Meals are reimbursed on a per diem basis, at a maximum of \$40 per day. Meals included with the price of registration for an event will not be included in the per diem. Meal payments shall be processed as a reimbursement after the event from petty cash or by requesting a check from the Finance Department; or employees shall be issued a City credit card, if feasible, for use at the event. For multiple-day seminars or conferences, the allowance for the day of departure and day of return shall be pro-rated based upon the number of meals required away from home. For these pro-rated allowances, breakfast shall be \$10, lunch \$10, and dinner \$20 per day. In no instances shall per diems be used to purchase alcoholic beverages, whether or not the consumption occurs during meal-time. Maximum lodging rates shall be set at the conference-host hotel rate, or in absence of a conference, \$150 per night. Department head approval must be obtained for any and all increases to this amount for lodging. To minimize travel costs while at conferences, employees are encouraged to ask the hotel for government-rates and to stay at the conference-host hotels. At conferences, employees are allowed to stay at any other hotel of their choice, so long as the hotel rate is equal or cheaper than the conference-host hotel rate. **All employees ARE REQUIRED to submit receipts with this form. Also please make sure that**

if an employee is seeking reimbursement for mileage that Map Quest directions are attached showing mileage from City Hall to their desired destination.

Employee Signature

Department Head/Designee Signature



United City of Yorkville Travel Expense Authorization

Full Name and Title: Mayor John Purcell, Alderman Dan Transier, Alderman Ken Koch, Alderman Craig Soling, Alderman Joe Plocher, Alderman Chris Funkhouser, Alderman Matt Marek, Alderman Rusty Hyett, Alderman Rusty Corneils

Date of Request: February 18, 2026

Date of Travel: April 2027

Nature of Travel: MetroWest Drive Down

Lodging Expenses

Length of Stay: April (2 nights)

Estimate: \$200 per room per night per person, plus tax

Total estimate: \$3,600 plus tax

Meal Expenses

\$68 per day, per person

Total estimate: \$1,224

Toll Expenses

None anticipated at this time.

2027 Mileage Expenses

\$2,000 (car pool)

Parking Expenses

None anticipated at this time.

Other Expenses (Airfare, Taxi, etc.)

Total Reimbursement/Estimate

\$6,824 plus tax (estimated)

Per the United City of Yorkville Employee Manual: Meals are reimbursed on a per diem basis, at a maximum of \$40 per day. Meals included with the price of registration for an event will not be included in the per diem. Meal payments shall be processed as a reimbursement after the event from petty cash or by requesting a check from the Finance Department; or employees shall be issued a City credit card, if feasible, for use at the event. For multiple-day seminars or conferences, the allowance for the day of departure and day of return shall be pro-rated based upon the number of meals required away from home. For these pro-rated allowances, breakfast shall be \$10, lunch \$10, and dinner \$20 per day. In no instances shall per diems be used to purchase alcoholic beverages, whether or not the consumption occurs during meal-time. Maximum lodging rates shall be set at the conference-host hotel rate, or in absence of a conference, \$150 per night. Department head approval must be obtained for any and all increases to this amount for lodging. To minimize travel costs while at conferences, employees are encouraged to ask the hotel for government-rates and to stay at the conference-host hotels. At conferences, employees are allowed to stay at any other hotel of their choice, so long as the hotel rate is equal or cheaper than the conference-host hotel rate. **All employees ARE REQUIRED to submit receipts with this form. Also please make sure that if an employee is seeking reimbursement for mileage that Map Quest directions are attached showing mileage from City Hall to their desired destination.**

Employee Signature

Department Head/Designee Signature



United City of Yorkville Travel Expense Authorization

Full Name and Title: Mayor John Purcell

Date of Request: February 18, 2026

Date of Travel: May 17 through May 20, 2027

Nature of Travel: ICSC Recon Conference

Lodging Expenses

None anticipated at this time.

Meal Expenses

\$64.50 Sunday, \$81 Monday, \$81 Tuesday, \$64.50 Wednesday per employee manual policy: \$291 (estimated maximum)

Toll Expenses

None anticipated at this time.

2027 Mileage Expenses

None anticipated at this time.

Parking Expenses

None anticipated at this time.

Other Expenses (Airfare, Taxi, etc.)

Airfare: \$600

Total Reimbursement/Estimate

\$ 891 plus tax (estimated)

Per the United City of Yorkville Employee Manual: Meals are reimbursed on a per diem basis, at a maximum of \$40 per day. Meals included with the price of registration for an event will not be included in the per diem. Meal payments shall be processed as a reimbursement after the event from petty cash or by requesting a check from the Finance Department; or employees shall be issued a City credit card, if feasible, for use at the event. For multiple-day seminars or conferences, the allowance for the day of departure and day of return shall be pro-rated based upon the number of meals required away from home. For these pro-rated allowances, breakfast shall be \$10, lunch \$10, and dinner \$20 per day. In no instances shall per diems be used to purchase alcoholic beverages, whether or not the consumption occurs during meal-time. Maximum lodging rates shall be set at the conference-host hotel rate, or in absence of a conference, \$150 per night. Department head approval must be obtained for any and all increases to this amount for lodging. To minimize travel costs while at conferences, employees are encouraged to ask the hotel for government-rates and to stay at the conference-host hotels. At conferences, employees are allowed to stay at any other hotel of their choice, so long as the hotel rate is equal or cheaper than the conference-host hotel rate. **All employees ARE REQUIRED to submit receipts with this form. Also please make sure that if an employee is seeking reimbursement for mileage that Map Quest directions are attached showing mileage from City Hall to their desired destination.**

Employee Signature

Department Head/Designee Signature



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

Agenda Item Number

Consent Agenda #7

Tracking Number

ADM 2026-16

Agenda Item Summary Memo

Title: Sexual Abuse and Misconduct Prevention Policy

Meeting and Date: City Council – February 24, 2026

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: ADM – 2/18/26 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2026-16

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:



Memorandum

To: Administration Committee
From: Rob Fredrickson, Finance Director
Date: February 11, 2026
Subject: Sexual Abuse and Misconduct Prevention Policy

Summary

Approval of a Sexual Abuse and Misconduct Prevention Policy. This policy formalizes the City's standards for preventing, reporting, and responding to sexual abuse and misconduct, particularly in programs and activities involving minors. Adoption of a written sexual abuse and misconduct prevention policy is now required by the City's liability insurance carrier and reflects a common risk management standard among parks and recreation departments and park districts.

Background

The City regularly conducts programs, events, and seasonal operations that involve minors—particularly through Parks and Recreation programming and part-time youth employment. As a public entity, the City has both a legal obligation and a moral responsibility to provide a safe and professional environment for participants, employees, volunteers and members of the public.

Risk management guidance from the City's liability insurance carrier, Glatfelter Public Practice, recognizes written sexual abuse and misconduct prevention policies as an essential safeguard for organizations that supervise or work with youth. Adoption of such a policy is now required as a condition of coverage under the City's liability insurance program.

The attached draft policy (Exhibit A) was submitted to Glatfelter Public Practice for review. The carrier has confirmed that, based on its underwriting guidelines, the draft policy is acceptable in its current form. Glatfelter also clarified that execution of an acknowledgement form does not, by itself, constitute training and has made training resources available (Exhibit B) to assist the City with implementation. The proposed policy was also reviewed by the City's labor attorney to ensure consistency with applicable employment laws and established personnel procedures.

The proposed policy clearly prohibits sexual abuse and misconduct by employees, elected officials, contractors, volunteers and others performing services for the City. It defines prohibited conduct broadly, including abuse involving minors, unwelcome sexual conduct, grooming behaviors, hostile work environments, inappropriate electronic communications and related misconduct.

The policy establishes a clear internal reporting structure that allows complaints to be made to designated City leadership and includes strong anti-retaliation protections for individuals who report concerns in good faith. It requires that all allegations be taken seriously and investigated promptly and thoroughly, with the option to utilize an independent third-party investigator when

appropriate. The policy also affirms the City's commitment to comply with mandatory reporting obligations to law enforcement and child or adult protective services agencies, as required by law.

In addition, the policy strengthens employee and volunteer screening standards and incorporates supervision safeguards intended to reduce one-on-one, unobservable interactions with minors whenever practicable. These provisions are consistent with widely accepted operational practices within parks and recreation agencies.

Following Council approval, the policy will be distributed to all City employees and volunteers and incorporated into onboarding materials, and signed acknowledgement forms will be required. Staff will also work through appropriate training components and scheduling consistent with the carrier's guidance.

Recommendation

Staff recommends approval of the attached resolution.

Resolution No. 2026-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A SEXUAL ABUSE AND MISCONDUCT PREVENTION POLICY

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non-home rule municipality of the State of Illinois within the meaning of Article VII, Section 10 of the 1970 Illinois Constitution; and

WHEREAS, the City has determined that it is in its best interests to adopt a formal policy for preventing, reporting and responding to all allegations of sexual abuse and misconduct particularly in any programs and activities involving minors; and

WHEREAS, the City Administration recommends that the Mayor and City Council the adopt a formal policy which shall to apply to employees, elected officials, contractors, volunteers, interns and others performing services for the City as set forth in the Sexual Abuse and Misconduct Prevention Policy attached to this Resolution.

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 Sexual Abuse and Misconduct Prevention Policy, in the form attached hereto and made a part hereof by reference, is hereby approved.

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

SEXUAL ABUSE AND SEXUAL MISCONDUCT PREVENTION POLICY

THE UNITED CITY OF YORKVILLE (the “City”) prohibits and does not tolerate sexual abuse or misconduct in the workplace or during any organization-related activity by any employee, contractor, intern, elected or appointed official and/or any others who perform services for the City (collectively “Covered Individuals”). The City has adopted this Policy to provide a procedure for Covered Individuals to promptly report any act that is an actual or potential violation of these terms to management for investigation and remedy – without fear of retaliation.

DEFINITIONS AND EXAMPLES

The following definitions or examples of sexual abuse, misconduct or harassment, may apply to any and/or all Covered Individuals (as defined above). Examples of Sexual abuse or sexual misconduct or harassment (collectively “Misconduct” as referenced in this Policy) may include, but are not limited to:

- Child sexual abuse – any sexual activity, involvement or attempt of sexual contact with a person who is a minor (under 18 years old) where consent is not or cannot be given.
- Sexual activity with another who is legally incompetent or otherwise unable to give consent.
- Physical assaults or violence, such as rape, sexual battery, abuse, molestation or any attempt to commit such acts.
- Unwelcome physical or verbal conduct that is sexual in nature, such as touching, pinching, patting, brushing, massaging someone’s neck or shoulders and/or pulling against another’s body or clothes.
- Displaying, forwarding or copying of material such as pornographic or sexually explicit images, posters, calendars, messages or objects.
- Unwelcome and offensive sexual activities, advances, comments, innuendoes, bullying, jokes, gestures, electronic communications or messages (e.g., email, text, social media, voicemail), exploitation, exposure, leering, stalking or invasion of sexual privacy.
- A sexually hostile environment characterized as comments or conduct that unreasonably interferes with one’s work performance or ability to do the job or creates an intimidating, hostile or offensive environment.
- Direct or implied threats that pressure submission to sexual advances as a condition of employment or affiliation with the City.

Reporting Procedure

All Covered Individuals are required to immediately report suspected Misconduct under this Policy to management pursuant to the following Internal Complaint Procedure:

- Any person who believes that they have experienced or witnessed harassment should notify the City Administrator, a Department Head, Supervisor, City Attorney, or Mayor.
- Individuals are permitted to submit confidential reports of harassment; however, they are encouraged to provide as much information as possible so that the City can effectively investigate any allegations.
- The City's policy is to investigate all complaints or reports of a possible Policy violation thoroughly and promptly. If an investigation confirms that a violation of the Policy has occurred, the City will take corrective action, including discipline, up to and including immediate termination of employment or end of a business relationship with the offender -- for even a first offense if warranted by the circumstances involved.
- Any person who believes that he or she has been subject to a Policy violation (or retaliation) also may pursue their rights to file a charge of civil rights violations with the appropriate state or federal enforcement agency to the extent applicable. These include:

Illinois Department of Human Rights (IDHR)

Chicago: 312-814-6200 or 800-662-3942

Chicago TTY: 866-740-3953

Springfield: 217-785-5100

Springfield TTY: 866-740-3953

Marion: 618-993-7463

Marion TTY: 866-740-3953

Illinois Human Rights Commission (IHRC)

Chicago: 312-814-6269

Chicago TTY: 312-814-4760

Springfield: 217-785-4350

Springfield TTY: 217-557-1500

United States Equal Employment Opportunity Commission
(EEOC)

Chicago: 800-669-4000

Chicago TTY: 800-869-8001

Anti-retaliation and False Allegations

The City prohibits retaliation made against any person or Covered Individual who lodges a good faith complaint of Misconduct under this Policy and/or against any person who participates in any investigation concerning a complaint of a possible or actual Policy violation.

Making knowingly false or malicious accusations of sexual abuse or Misconduct can have serious consequences for those who are wrongly accused. Of course, a report that cannot be proven is not evidence that the complaint allegations were reported in good faith.

If any employee (or other person who performs services for the City) believes that they have been retaliated against should notify the City Administrator, a Department Head, Supervisor, City Attorney, or Mayor. Further, under the Illinois Human Rights Act (775 ILCS 5/ 6), the Illinois Whistleblower Act (740 ILCS 174/ 5), and/or the State Employee Ethics Act (5 ILCS 430). *Note: It is a crime to retaliate, or to conspire to retaliate against an employee because the employee has opposed an action that the person reasonably believes to be a violation of this Policy and/or because the employee has participated in an investigation of a Policy violation.*

Investigation and Follow-up

The City will take all allegations of Misconduct (as defined above) seriously and will promptly and thoroughly investigate whether Misconduct in violation of this Policy has taken place. Depending on the allegations involved or other unique circumstances, the City may utilize an outside third party to conduct an investigation in appropriate cases. The City will cooperate fully with any investigation conducted by law enforcement or other regulatory/protective services agencies. The City will make every reasonable effort to keep the matters involved in the allegation as confidential as practical and appropriate under the circumstances involved while still allowing for a prompt and thorough investigation.

Employee and Worker Screening and Selection

As part of its sexual abuse and misconduct prevention program, the City is committed to maintaining a diligent screening program for prospective and existing employees, volunteers and others that may have interaction with those employed by, associating with or serviced by the City. The organization may utilize a variety of methods of screening and selection, including but not limited to applications, personal interviews, criminal background checks and personal and professional references.

Supervision of Youth

To promote a safe and professional environment for minors, it is the Policy of the City that a minimum of two adult workers, whenever practicable, supervise or be in attendance with minors during City-sponsored or organization-related activities. The intent of this requirement is to avoid one-on-one interactions between adults and minors that are not easily observable by others. When individual meetings with a minor are necessary, such meetings should be conducted in locations that are open or within clear view of others. If a meeting must occur in a private office, the door shall remain open whenever feasible and appropriate based on the purposes of the meeting. Closed-door meetings may only occur when another adult employee has been notified of the meeting in advance and the door remains unlocked for the duration of the meeting.

The City recognizes that certain operational functions, particularly within the Parks and Recreation Department may, by necessity, result in one-on-one interactions between adult full-time staff and part-time employees who are minors. Examples include, but are not limited to:

supervision of athletic fields and gymnasiums; concession stand operations; and assistance with special events. In such cases, staff shall take all reasonable measures to ensure that these interactions occur in a safe, professional and observable manner. This may include maintaining regular verbal or visual contact with other staff, ensuring the presence of other adults in the vicinity whenever possible, and adhering to established reporting and communication protocols including those referenced in this Policy.

Reporting to Law Enforcement or Appropriate Child or Adult Protective Services

The City is committed to following the state and federal legal requirements for reporting allegations or incidents of Misconduct to appropriate law enforcement and child or adult protective services organizations, when appropriate. Depending on the circumstances involved, the City may find it appropriate to conduct its own investigation or assess the validity or credibility of an allegation of sexual or physical abuse or Misconduct while also reporting the allegation to proper law enforcement authorities or protective services organizations.

Acknowledgement Form: Sexual Abuse and Misconduct Prevention Policy

I acknowledge that I received and read the Sexual Abuse and Misconduct Prevention Policy. I understand that it is my responsibility to abide by all terms referenced in this Policy, including the obligation to promptly report potential or actual Misconduct or any Policy violation to management pursuant to the complaint procedure referenced above. I have been informed that I will not be subject to retaliation for utilizing the internal complaint procedure referenced above in good faith.

Employee/Volunteer's Printed Name: _____

Employee/Volunteer's Signature: _____

Sexual Abuse & Misconduct - Protection of Minors/Youth

Organizations that supervise or work with youth are under a legal and moral obligation to protect against sexual abuse and misconduct. The National Child Abuse and Neglect Data System (NCANDS) reports that nearly 70 percent of all reported sexual assaults (including assaults on adults) occur to children ages 17 and under, and that 50 percent of abused children are abused by someone outside of the family whom they know and trust.

To help protect minors and the organization, define and implement a strong sexual abuse and misconduct risk management program supported by leadership. Consider the following suggestions to help protect organizations and youth.

Utilize the Employee/Worker Selection Process

Use the selection process to help monitor who is being brought on-board. Formal applications, professional and personal reference checks and face-to-face applicant interviews followed up with thorough background checks for employees, volunteers, board members and others (e.g., contractors) affiliated or doing regular work with the organization can help to mitigate the risk of sexual abuse and misconduct. Regardless of the organization's size, perform due diligence to help ensure persons with criminal backgrounds are not being put in situations where harm to others is likely, particularly minors.

Increase Awareness of Reporting Procedures

Victims and witnesses of abuse or misconduct may not complain, especially where there is a lack of knowledge (or trust) of internal reporting, investigative and resolution processes. Bring awareness of the internal and external complaint and investigation procedures to persons affiliated with the organization. Publish a written sexual abuse and misconduct prevention policy that is easy to understand and deliver it to persons associated with the organization.

- **Lack of Knowledge** — Periodic and wide dissemination of how to report sexual abuse or misconduct may help empower the most vulnerable to seek internal or external resolution.
- **Lack of Power** — Victims of abuse and misconduct may be persons without power, authority, or tenure. They may fear lodging a complaint against a long-term and respected individual within the organization. Victims, witnesses, or others made aware of wrongdoing may not trust the neutrality and transparency of the organization's internal investigation or response processes when the alleged offender is a prominent figure in the organization. Consider maintaining a business relationship with an outside risk management consultant or group in order to highlight the organization's pledge to avoid an abuse of power, internal cover-up, or lack of transparency.
- **Deterrent Effect** — A perpetrator may be less likely to commit misconduct if he or she knows the victim(s) and witnesses receive periodic prevention training, have a clear understanding of the available avenues of complaint, and that the organization will take decisive actions to stop wrongdoing.

Train All Groups

Train employees, volunteers and youth associated with the organization and their parents or guardians on the prevention of sexual abuse and misconduct. Regular training sends the message that wrongdoing is not tolerated and immediate response processes are in place. Educate individuals on the organization's policy against sexual abuse and misconduct and the avenues of internal and external complaint and resolution.

Allow the opportunity for questions to be answered during and after training sessions. Because of the serious nature of the subject matter, a victim, witness, or other person that suspects or learns of sexual abuse or misconduct may feel most comfortable asking a trainer questions in confidence after a group training session. Not providing a periodic training forum may keep inappropriate behavior or incidents in the dark and may foster an environment where problems continue or escalate.

Consider utilizing a professional from outside the organization to facilitate training on sexual abuse and misconduct prevention for all groups. A third-party expert helps demonstrate the organization's transparency and willingness to prevent, learn of, and promptly respond to misconduct.

Maintain Healthy Boundaries

A safe environment includes the establishment of healthy boundaries between youth and adults. It is important to understand "grooming" behaviors, defined as methods by which abusers target a potential victim, win the trust of the youth, manipulate the child to engage in sexual activity and command the child not to disclose the abuse.

Examples of inappropriate grooming behaviors may include, but are not limited to:

- An adult being alone with one youth, particularly in unsupervised settings (home visits, car rides, sleepovers or out of town trips)
- Giving a youth gifts, showing favoritism or otherwise expressing special attention
- Physical touching (to desensitize the youth to contact) - usually progressive in nature, contact may begin with rubbing shoulders or other massage, sitting next to, "accidental" touches in inappropriate places or lingering touches
- Communications of unusual frequency, duration, or content - Be on the lookout for electronic communications that are sexual in nature such as jokes, innuendoes, banter, flirtatious, flattery, pictures or pornography.

Investigate and Respond

Investigate all allegations of sexual abuse or misconduct. It is also important to investigate conduct that may be characterized as potential grooming behavior. Follow the legal requirements in the organization's state to report allegations or incidents of sexual abuse or misconduct to appropriate law enforcement or child protective services organizations.

- **Internal Investigation Procedures** — Following standardized internal investigation and interviewing procedures may help ensure uniformity and fairness. It is recommended that those within the organization designated as internal investigators receive training on how to respond appropriately and legally to sexual abuse or misconduct suspicions or accusations.
- **External Investigation Resources** — Persons accused of inappropriate sexual behavior, misconduct or abuse may be in positions of authority. Therefore, utilizing an outside third-party investigator for sexual abuse or misconduct allegations may be an appropriate risk management step to defend the integrity of the investigative process. External third-party professionals can often help protect against real or perceived cover-up in the investigation or resolution of the misconduct allegation.

DISCLAIMER: This is a sample guideline furnished to you by Glatfelter Public Practice. Your organization should review it and make the necessary modifications to meet the needs of your organization. The intent of this guideline is to assist you in reducing risk exposure to the public, personnel and property. For additional information on this topic, you may contact your GPP Risk Control Representative. www.glatfelterpublicpractice.com

Consider the following factors when determining whether utilization of a third-party investigator would be beneficial in responding to an allegation of wrongdoing include:

- Nature and severity of the alleged offense
- High-ranking official accused of wrongdoing
- Real or perceived conflict of interest with facilitation of an in-house investigation
- Perception that the internal investigation would be insufficient due to a lack of specially trained or educated internal resources
- Multiple complainants

- **Duty to Report Suspected or Alleged Sexual Abuse or Misconduct** — It is not recommended that the reporter investigate or assess the validity or credibility of an allegation of abuse as a condition before reporting the allegation to proper law enforcement authorities. Consult with the organization's legal counsel to determine the state, federal, or other jurisdictional requirements to report suspicions or allegations of child sexual or physical abuse.

Require Signed Acknowledgement

Employees, volunteers, board members, and youth affiliated with the organization and their parents or guardians may be provided acknowledgement forms for their signature, with a return copy to the organization. Well-written forms include statements that the organization will conduct a prompt and thorough internal investigation and complete a conflict of interest check to help ensure persons named in a complaint will not be part of the investigative team or efforts. Inform persons and ask them to acknowledge their understanding that an outside third-party investigator may be utilized to resolve allegations of wrongdoing, which emphasizes the organization's transparency. Note the organization's legal responsibilities to report suspected or alleged sexual abuse to appropriate law enforcement authorities on the acknowledgment form. Also, give persons an opportunity to ask questions about the organization's sexual abuse and misconduct policy, accompanying training and content of the acknowledgement form.

Monitor Risk Management Program

Designate persons within the organization to be primarily responsible for monitoring the effectiveness of the sexual-abuse risk management program. Not only monitor compliance, but solicit feedback to determine ways to improve the understanding and impact of the policy, training and other risk management efforts.

Summary

Organizations have a duty to protect employees, volunteers, and others associated with the organization from wrongdoing. Prevention of sexual abuse or misconduct is increasingly important where organizations are engaged in activities with minors and youth. Organizations that work with youth can leave a lasting impression as those youth move to and through adulthood. Developing and implementing a sexual abuse prevention program will help organizations protect minors and youth and make a positive impression.

#1. Risk Management Website – Part of Glatfelter's website with a variety of publicly available information. No user name / password is required. <https://www.glatfelterpublicentities.com/risk-management>

#2. Glatfelter University – Glatfelter University is a learning management system that allows you to assign training programs to your staff and track progress towards completion. To learn more: www.glatfelteru.com. To register, email: csapps@vfis.com. If you only access to our videos via a DVD/USB drive, please visit: <https://www.glatfelterpublicentities.com/risk-management/content/risk-control-training-program-order-form>

#3. JJ Keller Streaming Safety Videos – We partner with JJ Keller to provide access to streaming videos for safety and risk control topics. Access for each video can be granted for 30 days. This is free for our Glatfelter clients and good for one off needs. It is not meant to be used for daily, weekly, or monthly training needs. Use the following link view available topics and contact us for access instructions.

<https://demo.jjkellertraining.com/glatfelter-vod> - To request access to stream a video, please email:

Birget Schult bschult@glatfelters.com or **Alicia Paules** apaules@glatfelters.com

#4. IntelliCorp – Glatfelter partners with IntelliCorp for discounted rates and pricing for backgrounds checks. <https://www.glatfelterpublicentities.com/risk-management/content/background-screening>

#5. CISA – Cybersecurity & Infrastructure Security Agency – CISA may be able to offer free vulnerability scanning, web application scanning, phishing campaign assessments, and remote penetration testing. To find out more visit <https://www.cisa.gov/cyber-hygiene-services> and or email vulnerability_info@cisa.dhs.gov. CISA also offers security and building assessments... <https://www.cisa.gov/protective-security-advisors>

#6. Playground Safety Assessments – While Glatfelter expects all of our clients to conduct their own regular internal playground safety inspections, we can also help with playground safety assessments in some areas. <https://www.glatfelterpublicentities.com/risk-management/category/playground-safety>

#7. HSB – Hartford Steam Boiler – Efficiency First Website – A resource for Glatfelter clients aimed at emergency planning, electrical system maintenance, equipment care, self-service logs and checklists, and other information help with prevention of losses to property and building systems.

<https://www.hsbefficiencyfirst.com>

#8. Lexipol (Municipal Police Departments only) – Glatfelter has a partnership with Lexipol for discounts to our Police Departments on Lexipol services. These services include a policy subscription service and an online training platform specific to law enforcement and the policies and procedures. Lexipol also offer free live and recorded webinars: <https://www.lexipol.com/resources/webinars>

#9. EPLI Helpline – *Only for Glatfelter insureds with Employment Practices Liability coverage...* to learn more, click the following link:

<https://www.glatfelterpublicentities.com/risk-management/content/employment-practices-liability-epli-helpline>

To discuss these resources or information further, please contact Matt Olphin or your Risk Control & Education representative. Matt Olphin, Director, Risk Control & Education – molphin@glatfelters.com – 717-815-0336



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Economic Development	<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 2026-07

Agenda Item Summary Memo

Title: Sargent & Lundy LLC – Plan Review & Inspection Services

Meeting and Date: City Council – February 24, 2026

Synopsis: Recommendation to approve proposal for electrical engineering consulting services for data center development.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

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

Agenda Item Notes:

See attached memo.



Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Pete Ratos, Building Code Official
Date: February 18, 2026
Subject: **Sargent & Lundy LLC – Plan Review & Inspection Services**
Contract for Data Center Electrical Engineering Consulting Services

Request Summary

Staff recommends approval of the attached proposal from Sargent & Lundy, LLC to provide limited-scope medium and high-voltage electrical infrastructure plan review and commissioning support services for the CyrusOne data center substation project, in an amount not to exceed \$149,600, billed on an hourly time-and-materials basis (estimated 516 hours at a blended rate of approximately \$251/hour). All costs associated with this contract will be a pass-through expense to the developer and will not impact the City's General Fund.

Need For Services

As the CyrusOne 500 MW data center campus advances through the building permit process, the plans include a new ComEd high-voltage substation and associated 34.5kV medium-voltage infrastructure. As detailed in the proposal dated February 10, 2026, Sargent & Lundy's plan review will be limited from the 34.5kV switchgear feeding the data halls through to the high-voltage transmission-connected substation. The project schedule anticipates substation completion by the end of Q4 2026 and campus energization completion in Q1 2027, according to information previously provided by the developer.

Given the scale, technical complexity, and safety implications of high-voltage transmission and substation systems, the City must retain specialized electrical engineering expertise to:

- Protect public and on-site staff safety
- Ensure compliance with applicable codes, regulations, and best utility practices
- Safeguard long-term reliability of the energized campus
- Provide independent verification during commissioning and energization

The energization phase of a 500 MW campus represents one of the most critical risk points in the lifecycle of a data center development. Timely engagement of qualified consultants is essential to avoid delays during plan review, testing, and commissioning.

Scope of Services

As proposed, Sargent & Lundy's services are limited specifically to medium- and high-voltage electrical infrastructure and include:

- Plan Review (90% and IFC design packages; electrical studies)
- Desktop & Limited On-Site Installation Oversight/Testing Review
- Commissioning Support & Witnessing
- Substantial Completion Review
- Field Inspections During Commissioning (as requested)

Deliverables will include formal comment matrices for design review and Quality Assurance/Quality Control (QA/QC) documentation, as well as site visit memoranda summarizing commissioning observations. This scope is narrowly tailored to the high-risk, highly technical components of the project.

All other inspection and review services will continue to be performed by City staff (including current and planned future hires) and funded through the newly adopted data center permit fees such as: low-voltage electrical systems behind the building walls, architectural and structural plan reviews, mechanical systems review/inspections, and general site plan/construction compliance.

The engagement of Sargent & Lundy does not replace in-house services, but supplements staff expertise where specialized transmission and substation experience is required.

Estimated Cost

The proposal is structured as time-and-materials with a **not-to-exceed amount of \$149,600**, based on 516 estimated hours. The estimated breakdown is as follows (per page 4 of the proposal):

Task #	Task Name	Price Estimate	Estimated Hours
500 MW Data Center			
1.1	Power Infrastructure Design Review	\$91,840	320
1.2.1	QA/QC Documentation Reviews	\$22,960	80
1.2.2	Onsite Testing & Commissioning Witnessing (up to 5 days)	\$19,516	68
1.2.3	Substantial Completion Site Visit & Memo	\$13,776	48
	Travel expense allowance	\$1,500	-
Total		\$149,592	516

Invoices will be submitted monthly and detail expenditures by individual and activity. As noted, these consultant costs are contemplated as pass-through expenses to the developer. Consultant plan review fees for data centers are expressly contemplated in Section 8-10-1 Building Permit Fees of the City Code, which authorizes the recovery of such specialized review costs. Therefore, this proposal is consistent with the City’s adopted regulatory framework for data center developments.

Staff Comments

The proposal and terms and conditions have been reviewed by the City Attorney. Staff anticipates engaging in similar limited-scope consulting agreements for each future data center project as they approach the building permit submittal stage and high-voltage infrastructure review phase. This approach ensures consistency across multiple large-scale developments.

Therefore, given the scale of the CyrusOne project, the complexity of high-voltage infrastructure, and the technical safety aspect of substation construction and energization, staff recommends approval of the Sargent & Lundy proposal in an amount not to exceed \$149,600, with costs to be fully reimbursed by the developer.

Attachments:

1. Sargent & Lundy Proposal dated February 10, 2026

Resolution No. 2026-_____

RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING AGREEMENT WITH SARGENT & LUNDY, LLC

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

WHEREAS, C1 Yorkville, LLC (the “Developer”), has proposed the construction of a data center project within the City’s corporate boundaries (the “Project”); and

WHEREAS, the Project requires the construction of medium and high-voltage electrical infrastructure requiring specialized electrical engineering and review services; and

WHEREAS, Sargent & Lundy, LLC, an Illinois limited liability company (“Engineer”), has provided the City with Proposal IV0294.Yorkville.DC, a proposal to provide independent engineering and review services for power infrastructure related to the Project for a cost of \$149,592.00 (the “Agreement”), attached hereto as *Exhibit A*; and

WHEREAS, the Developer has agreed to reimburse the City for the cost of the specialized engineering work performed by the Engineer; and

WHEREAS, the Engineer is a qualified and experienced engineering firm, and therefore the City staff recommends approval of the Agreement, for a cost not to exceed \$149,600.00.

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

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

Section 2. The Corporate Authorities hereby approve *Proposal IV0294.Yorkville.DC*

between the United City of Yorkville and Sargent & Lundy LLC, for a cost not to exceed \$149,600.00, attached hereto as *Exhibit A*, and authorize the Mayor and City Clerk to execute.

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

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

CITY CLERK

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



PROPOSAL IV0294.YORKVILLE.DC

City of Yorkville
and
Sargent & Lundy LLC

10 February 2026

Pursuant to the terms and conditions defined in Appendix B between City of Yorkville (“Client”) and Sargent & Lundy LLC (“Consultant” or “S&L”), Client hereby requests Consultant to perform the following Services:

1. SCOPE OF WORK

Client has requested that S&L provide independent engineering services for review of the power infrastructure related to an upcoming data center project. Details of the data center project are summarized below.

- Owner: CyrusOne
- Approximate Power: 500MW
- Project Schedule: substation completion by end of Q4 2026, data center complete Q1 2027
- Substation: ComEd substation; Engineer of Record: Burns & MacDonald

1.1. DATA CENTER POWER INFRASTRUCTURE DESIGN REVIEW

Sargent & Lundy will perform design reviews of key contractor submittals during the engineering phase of the Project. The purpose of the design reviews is to review the contractor’s engineering documents against the project design basis, technical specifications, governing documents, applicable codes, regulations, and standards, completeness, constructability, and conformance to prudent industry practices.

S&L’s scope of review will be from the 34.5kV switchgear feeding the data halls and extend to the high-voltage transmission connected substation.

We expect to review the following packages:

- 90% Medium Voltage Power Infrastructure Design Package (34.5kV switchgear)
 - Civil, Electrical & Structural
- 90% Substation Design Package
 - Civil, Electrical & Structural
- IFC Medium Voltage Power Infrastructure Design Package (34.5kV switchgear)
 - Civil, Electrical & Structural



- IFC Substation Design Package
 - Civil, Electrical & Structural
- Electrical Studies associated with above packages

Our reviews at each stage will be documented with a set of comments in spreadsheet form. We then expect the execution contractor to provide response and any updated documentation needed to resolve the comments. At that point we will review their responses, and close any comments that we can, based on the contractor responses.

1.2. POWER INFRASTRUCTURE TESTING & COMMISSIONING SUPPORT

Sargent & Lundy will provide support for testing and commissioning on an as-requested basis. This support will include reviewing test plans and desktop review of performance test results in compliance with contractual requirements.

1.2.1. QA/QC DOCUMENTATION REVIEWS

Sargent & Lundy will perform a review of the QA/QC documentation for the following documents and test reports:

- Electrical test plan
- Ground Grid Insulation & Resistance Tests
- Insulation Resistance & Continuity Tests
- Very Low Frequency Test Results
- Fiber Optical Time Domain Reflectometer Results
- Equipment Ground Continuity Tests
- Transformer Turns Ratio & Megger Tests
- Relay Meter Winding Test
- Substation 34.5-kV Bus Insulation Resistance
- Substation CT Integrity
- Substation concrete break tests
- Commissioning reports / documentation

1.2.2. ON-SITE POWER INFRASTRUCTURE TESTING & COMMISSIONING SUPPORT

Sargent & Lundy will witness select execution contractor-led commissioning tests executed per the project's contractual testing exhibits. Typical witnessed elements include MPT synchronization, protection and coordination commissioning (interlocks, alarm/event verification, local/remote control transitions). Observations will include verification that procedures are followed, raw data and screenshots are captured, and any deviations or re-tests are clearly recorded for closeout. The duration and frequency of witnessing support shall be mutually agreed and in accordance with budget constraints.

1.2.3.SUBSTATION SUBSTANTIAL COMPLETION REVIEW

The substantial completion check will focus on control functionality, system availability and telemetry readiness as defined in the commissioning plan and testing exhibits. S&L will verify closure of critical commissioning punch items and confirm that test data meets acceptance criteria, with documented evidence of vendor checklists and sign-offs. Metering and telemetry points, point lists, and trending will be confirmed as operational with appropriate time synchronization and data retention. Spot checks will be performed on protective relays, MV equipment, transformer/cable test records, and interconnection functional checks in line with contract exhibits and substantial completion test sections.

2. DELIVERABLES AND SCHEDULE

Deliverables for tasks defined in Section 1 are provided below. Client and Sargent & Lundy will discuss and mutually agree upon the schedule for deliverables.

2.1. EPC DESIGN REVIEW SUPPORT

S&L's deliverable(s) will include:

- Task 1.1 & 1.2.1: S&L will summarize the findings from the review of contractor's design package and QA/QC in a spreadsheet (comment matrix) to document our reviews. S&L assumes minimum of 2 weeks of time (10 business days) to deliver EPC design review support deliverable to Owner for review and comment. Following the receipt of EPC contractor response, S&L will incorporate and revise within approximately 1 week (5 business days).
- Task 1.2.2 & 1.2.3: Site visit memorandum summarizing any notable observations during the commissioning witnessing and substantial completion site visits. Sargent & Lundy expects to have the deliverables available within five business days after performing site visit.

3. PRICING AND COMPENSATION TERMS

3.1. PRICING – TIME & MATERIALS

Services are proposed on a time-and-materials basis. Compensation for the time-and-materials services will be determined, billed, and paid in accordance with the unit hourly rates in Appendix A.

Cost of the Services: Price not to exceed (NTE) **\$149,600** based on hours estimated below.

The breakdown of cost of the services with the estimated hours for each project site are summarized in following table:

Task #	Task Name	Price Estimate	Estimated Hours
500 MW Data Center			
1.1	Power Infrastructure Design Review	\$91,840	320
1.2.1	QA/QC Documentation Reviews	\$22,960	80
1.2.2	Onsite Testing & Commissioning Witnessing (up to 5 days)	\$19,516	68
1.2.3	Substantial Completion Site Visit & Memo	\$13,776	48
	Travel expense allowance	\$1,500	-
Total		\$149,592	516

Travel expenses will be billed separately per the sections below, if required.

3.2. TRAVELING EXPENSES

Travel expenses, including transportation, room, board, and other similar expenses, will be billed at actual cost. All travel and accommodations, airfare, hotels, meals, and miscellaneous expenses shall be at standard business class rates.

3.3. PAYMENTS AND ESCALATION

3.3.1. INVOICING AND BILLING

Invoices will be submitted each month for work that has been performed during that month. Invoices shall detail expenditures by individual and activity. Invoices for travel expenses shall be submitted as they are incurred.

3.3.2.ESCALATION CLAUSE

The unit hourly rates for each wage category shall be escalated each calendar year effective January 1.

3.3.3.PRICING VALIDITY

The fixed price and the hourly rate information presented in this proposal are valid for thirty (30) days from the date of issue of this proposal. We reserve the right to review and revise the pricing as required due to delays in authorizing work or temporary cancellations of the project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**Acceptance & Authorization to Proceed City
of Yorkville**

Accepted for Sargent & Lundy LLC

Name

Name

Signature

Signature

Date

Date

APPENDIX A. SARGENT & LUNDY CONSULTING RATES

Hourly Billing Rates by Category Effective for The Calendar Year 2026

Classification	Billing Rate (US\$/hr)
Director / Principal Consultant	360
Senior Energy Consultant 3	345
Senior Energy Consultant 2	315
Senior Energy Consultant 1	295
Energy Consultant 4	265
Energy Consultant 3	245
Energy Consultant 2	225
Energy Consultant 1	205
Technical Editing Services	145
Administrative Assistant	110

1. The above rates include computer and reprographics usage charges as well as miscellaneous charges, such as telephone, special mailings, etc.
2. Billing rates are considered to be proprietary to Sargent & Lundy. Please treat them as confidential.
3. Billing Classifications include one or more S&L position categories that are typically grouped under a classification on the basis of similarities in position function, experience factors, and/or wage levels. Acceptance of this schedule includes the rates shown, the period of time for which they are effective, and the combination of individual position categories that comprise each classification.
4. Select subcontractors may be invoiced at the S&L billing rate equivalent to their experience or at cost.
5. Billing rates shall be escalated annually.
6. Expert testimony rates are available upon request.

APPENDIX B.TERMS & CONDITIONS



1. **GENERAL TERMS AND CONDITIONS**

- 1.1. S&L shall render its services in accordance with generally accepted practices and standard of care using current recognized industry principles and practices. S&L's sole obligation and Client's exclusive remedy for any failure to perform its services in accordance with such generally accepted practices, whether in tort or in contract, shall be to reperform those non-conforming S&L services, so long as such failure is reported in writing to S&L within thirty (30) calendar days following discovery thereof, but in no event later than one (1) year from the date on which such S&L services were performed. After said one (1) year, S&L shall have no remaining obligation to reperform any of S&L's services or otherwise compensate Client.
- 1.2. Notwithstanding anything to the contrary, in no event shall S&L at any time be liable for special, incidental, punitive or consequential damages, including, but not limited to, loss of profits, loss of revenue, loss of use, loss of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, and arising from any cause whatsoever by reason of the services rendered under this agreement.
- 1.3. Neither party shall be liable for any fault or delay caused by any contingency beyond such party's control such as wars, acts of terrorism, strikes, walkouts, fires, pandemics, natural calamities, or demands or requirements of governmental agencies, including, at S&L's sole discretion, the recommendations of the United States Department of State regarding the safety and security of personnel.
- 1.4. S&L shall endeavor to prepare cost estimates, project time schedules, reports, or any other deliverable as accurately as possible based on current information and experience. It is expressly acknowledged that information and data provided by others, which may constitute the basis for these deliverables, has not been independently verified by S&L. In addition, Client acknowledges that the cost estimates, project schedules, reports, or any other deliverable generated by S&L are time sensitive and changes in the underlying data, applicable codes, standards, and acceptable engineering practices, as well as the passage of time, may affect the accuracy of the deliverables provided to Client.
- 1.5. S&L's review and/or translation and conversion of information, interface and documents prepared or provided by others shall in no way serve to transfer to S&L the responsibility for the correctness and/or accuracy of the work performed by others. Further, S&L shall have no liability for defects in the services attributable to S&L's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client or third parties retained by, or working with, Client.
- 1.6. In the event S&L, or anyone of its affiliates, employees, agents, subcontractors or suppliers, furnishes any advice or assistance which is not required pursuant to this agreement, other than advice or assistance given concerning matters within the scope of this agreement, the furnishing of such advice or assistance will not

subject S&L to any liability whether in contract, guarantee, indemnity, warranty, tort, (including negligence), strict liability or otherwise.

- 1.7. S&L reserves the right to contract work as either Sargent & Lundy, L.L.C., Sargent & Lundy Engineers, Ltd., or Sargent & Lundy Canada Company.
- 1.8. Client shall be solely responsible for payment of any and all fees under this Contract. Payments due under this Contract shall not be contingent upon the occurrence of any other event, including but not limited to the following; failure of the subject project to secure bonds, or failure of the subject project to proceed.
- 1.9. After Client has made a public announcement of the Project or the Project has become public information, S&L may make press releases/public announcements regarding S&L's role and the services provided, for purposes of advising S&L's employees and marketing S&L's services.
- 1.10. This agreement will be governed by and interpreted in accordance with the laws of the State of Illinois, without regard to its choice of law provisions. The words and phrases of this agreement shall be given their ordinary English meaning. The laws of the State of Illinois govern all matters arising out of or relating to this agreement. In an effort to resolve any conflicts relating to this agreement or that arise during any phase of or following completion of S&L's services, Client and S&L agree to negotiate in good faith in reaching an equitable agreement. If a satisfactory agreement is not reached between the executives of both Parties after a reasonable time period (not to exceed sixty (60) calendar days after the date on which one Party notifies the other Party in writing of the dispute), Client and S&L agree that any dispute may be submitted to litigation for final resolution, unless the Parties mutually agree otherwise. Any Party bringing a legal action or proceeding against the other Party arising out of or relating to this agreement submits to the exclusive jurisdiction of and shall bring the legal action or proceeding in the United States District Court for the Northern District of Illinois or in any court of the State of Illinois sitting in Chicago, Illinois.
- 1.11. This agreement may be terminated for the convenience of either party at any time by providing thirty (30) days prior written notice; however, Client hereby agrees to pay S&L for all costs incurred and compensation earned for services performed to the date of such termination and through demobilization, including any termination charges by vendors and/or subcontractors, if any.
- 1.12. This agreement gives no rights or benefits to anyone other than the parties hereto and does not create any third party beneficiaries to the agreement.
- 1.13. Client, on behalf of itself and its parents, affiliates, subsidiaries, subcontractors, vendors, strategic partners and any other entities under common control with Client ("Client Group") agrees not to employ or solicit S&L's personnel during the term of this Agreement or for a period of twelve (12) months following termination of this Agreement without the prior written approval of S&L. This restriction includes soliciting, recruiting or placing S&L's personnel with any third party. In the event that Client or any entity within the Client Group hires such personnel within the above time period and without said approval, Client shall pay to S&L a fee equal to the person's billing for a six month period. This fee shall be

determined by multiplying the person's fixed hourly billing rate times 1,000 hours. This payment shall constitute liquidated damages and shall be in lieu of any other remedy and damages to which the other party might otherwise be entitled in law or at equity.

- 1.14. This agreement shall be deemed executed by the parties upon the signature of both parties. In the event Client uses a purchase order form or other similar Client generated document to administer this agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- 1.15. S&L shall not direct or employ any construction labor and shall not be considered a general contractor, but rather as Client's representative on site with only the authority to act on Client's behalf in matters relating to construction management. In no event shall S&L be responsible for construction means, methods, techniques, sequences, or procedures.
- 1.16. S&L shall not be responsible for or have control or charge over the acts or omissions of the construction contractor(s) or (except for S&L's subcontractors) any other person or company at the Facility, nor shall S&L's presence on site in any way be interpreted as having the authority to provide instruction to the construction contractor(s) or others at the Facility, nor shall it be responsible or have the authority to stop work by the construction contractor(s) or others at the Facility for any reason.
- 1.17. S&L shall follow the safety plan of Client related to the Facilities. Job safety is the sole responsibility of Client, individual construction contractor(s) and/or others working at the Facility, and S&L's representation on-site will in no way diminish or eliminate that responsibility. Should S&L see actual or potential safety hazards during S&L's regular observation of the work, S&L shall advise Client's safety administrator. S&L's failure to note such hazards shall not act to transfer responsibility from Client, construction contractor(s) or any other party which may be responsible for safety at the Facility. It is understood that the Facility's safety program and first aid provisions will be developed and administered by others. S&L shall not be responsible for the administration of any safety precautions or programs in connection with S&L's services.
- 1.18. If the security measures provided for the safety of S&L's personnel regarding housing accommodations, method of transportation and site work are deemed insufficient by S&L then S&L may, at its sole discretion, immediately remove its employees, stop the work until the security situation has been satisfactorily resolved or terminate this agreement.



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"/>
Economic Development	<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 2026-08

Agenda Item Summary Memo

Title: IEPA Public Water Supply Loan Program – Revenue Bond Ordinance - \$8,000,000

Meeting and Date: City Council – February 24, 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: Rob Fredrickson Finance
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: February 19, 2026
Subject: Public Water Supply Loan Program – Revenue Bond Ordinance

Summary

Approval of a revenue bond ordinance authorizing the City to borrow funds from the Illinois Environmental Protection Agency's (IEPA) Public Water Supply Loan Program to finance the 2026 Water Main Replacement and to subordinate the IEPA loan to other Water Fund bonded debt.

Background

In June 2025, the City received IEPA approval for its 2026 Water Main Replacement Program in the amount of \$5.39 million at a 2.16% fixed interest rate over 30 years. This represents the City's third IEPA loan in the past two years and continues a focused, multi-year effort to modernize aging infrastructure and reduce system-wide water loss below the 10% threshold required by the Illinois Department of Natural Resources (IDNR) prior to connecting to Lake Michigan water.

The City's two prior IEPA loans supported the 2025 Water Main Replacement Program, which upgraded nearly 9,000 feet of aging and undersized main, and the North Receiving Station and 2-million-gallon elevated storage tank project, a critical component of the Lake Michigan transition designed to meet projected demand and comply with DuPage Water Commission (DWC) storage requirements.

The 2026 program builds on these efforts and will replace deteriorated cast-iron water mains along Adrian, Blaine, Illini, Walter, Olsen and East Ridge Streets, as well as rear-yard mains in Countryside and the segment extending from Illinois Route 47 to the Penny Lane Apartments.

Last November, Council approved Ordinance 2025-76 (IEPA Loan Authorizing Ordinance), establishing the maximum borrowing authority for the 2026 project and identifying the pledged revenue sources for repayment. Although the current IEPA-approved project cost is \$5.39 million, the ordinance set a maximum borrowing limit of \$8.0 million to provide contingency capacity in the event of unexpected cost increases (subject to IEPA funding availability). Under IEPA program rules, loan proceeds are restricted and may only be used for eligible costs associated with the 2026 Water Main Replacement Program.

The next step in the financing process is the approval of the attached revenue bond ordinance (Exhibit A). This ordinance reaffirms the maximum borrowing limit of \$8.0 million and formally defines the pledged revenues supporting repayment: (i) net Water Fund operating revenues, (ii) proceeds from the Places of Eating Tax and (iii) available Water Fund reserves.

The ordinance also formally subordinates the 2026 IEPA loan to the City's previously issued 2023A and 2025A Water Bonds associated with the Lake Michigan water sourcing initiative. This subordination is permissible under the IEPA Loan Program guidelines and strategically advantageous for the City, as it allows for a reduction in the revenue pledge for annual IEPA debt service amounts from 125% to 100%. As a result, this should help mitigate future water rate increases by reducing the annual revenue burden required to meet debt service coverage ratios.

In order to utilize the subordination process, the Water Fund must establish a “reserve fund” equivalent to one year’s worth of IEPA debt service payments within the first two years after the loan is issued. However, this reserve fund does not require a separate, standalone account. Instead, it is structured as an accounting measure, where the reserve fund is deemed fully funded as long as the total reserves of the Water Fund exceed the annual debt service amounts required for the IEPA loans.

Assuming approval of the proposed IEPA revenue bond ordinance, staff anticipates completing the loan application review process and executing the final agreements with the IEPA by the end of June 2026. This timeline would enable the City to proceed with awarding construction contracts in July, aligning with the current project schedule. However, depending on the IEPA’s timeline for finalizing the agreements, it is possible that construction activities could commence earlier, subject to contractor availability and pre-construction coordination.

Recommendation

Staff recommends approval of the attached revenue bond ordinance for the 2026 Water Main Replacement (Exhibit A) project.

**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 \$8,000,000 FROM THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR THE PURPOSE OF FINANCING THE COSTS OF NECESSARY IMPROVEMENTS TO THE CITY'S WATER DELIVERY SYSTEM, AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT RELATING TO SUCH LOAN AND PROVIDING FOR THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES OF THE WATER SYSTEM FOR THE PAYMENT OF SAID LOAN.

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
this ___ day of _____, 2026

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on _____, 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 \$8,000,000 from the Illinois Environmental Protection Agency for the purpose of financing the costs of necessary improvements to the City's water delivery system, authorizing the execution of a loan agreement relating to such loan and providing for the collection, segregation and distribution of the revenues of the water system for the payment of said loan.

* * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*"), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, is now operating under the provisions of the Illinois Municipal Code, as amended (the "*Municipal Code*"), and has for many years owned and operated a municipally-owned combined waterworks and sewerage 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 undertake certain improvements to the System, including the construction of a north receiving station and a north tank, together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and replacement of water mains (collectively, the "*Project*"), all in accordance with the preliminary plans and estimates of costs therefor heretofore presented to the Corporate Authorities; and

WHEREAS, the additional costs of the Project are estimated by the Corporate Authorities to be not more than \$8,000,000, but the City does not currently have sufficient funds on hand and

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 in the best interests of the City that the Project be constructed; and

WHEREAS, for the purpose of providing funds to pay the costs of the Project, the Corporate Authorities adopted Ordinance No. 2025-76 on November 10, 2025 (the “*Authorizing Ordinance*”), authorizing the City to borrow funds in an aggregate principal amount not to exceed \$8,000,000 from the Illinois Environmental Protection Agency (the “*IEPA*”) on the terms as set forth in the Authorizing Ordinance; and

WHEREAS, on the 16th day of November, 2025, the Authorizing Ordinance, together with a notice of the adoption of the Authorizing Ordinance (the “*Notice*”), were duly 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 and the Notice 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 after the date of publication of the Authorizing Ordinance and the Notice, and no petitions were filed with the City Clerk requesting that the question of the borrowing of such funds from the IEPA be submitted to referendum; and

WHEREAS, the Corporate Authorities have heretofore, and it hereby is, determined that the City has been authorized to borrow such funds payable from the revenues of the System in the aggregate amount of not to exceed \$8,000,000 (which aggregate amount may be increased by the amount of any interest added to the original principal balance of the Loan during the construction loan interest period) for the purpose of paying the costs of the Project; and

WHEREAS, the State of Illinois (the “*State*”), acting throughout the IEPA, may make one or more loans pursuant to the IEPA’s form Loan Agreement (the “*Loan Agreement*”) to the City through the “Public Water Supply Program” of the State (the “*Loan Program*”) for the purpose of paying certain eligible costs of the Project, and it is necessary and advisable to authorize the acceptance of the loan (the “*Loan*”) from the IEPA and the execution of the Loan Agreement and other appropriate Loan documents; and

WHEREAS, the Loan will be 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 hereinafter more fully defined); 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 Local Government Debt Reform Act of the State of Illinois, as amended (the “*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 “*Water Revenue Bonds*”), issued pursuant to the 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 “*Water Revenue Bond Ordinances*”); and

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

WHEREAS, other than the Water Revenue Bonds and the currently outstanding loans to the City from the State, acting through the IEPA through the Loan Program, there are no bonds or other obligations of the City payable from the Pledged Revenues;

WHEREAS, the Loan to be made to the City by the IEPA pursuant to the Loan Agreement and this Ordinance shall be (i) subordinate in lien to the Water Revenue Bonds, any Additional Water Revenue Debt (as hereinafter defined) and any Additional Water Bonds (as hereinafter defined) and (ii) on a parity with the Water Main Replacement Loan (as hereinafter defined) and all currently outstanding loans to the City by the IEPA through the Loan Program, all as hereinafter set forth; and

WHEREAS, the Water Revenue Bond Ordinances permit the issuance of obligations on a lien subordinate to the Water Revenue Bonds, any Additional Water Revenue Debt and any Additional Water Bonds; and

WHEREAS, it is hereby determined that it is in the best interests of the City that the City borrow the Loan from the IEPA pursuant to the Loan Agreement in an amount not to exceed \$8,000,000 at this time for the purpose of paying the costs of the Project.

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

Section 1. Definitions. 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.

A. The following words and terms are as defined in the preambles to this Ordinance:

Act
Authorizing Ordinance
City
Corporate Authorities
IEPA
Loan
Loan Agreement
Loan Program
Municipal Code
Notice
Project
Series 2023A Bonds
Series 2023A Bond Ordinance
Series 2025A Bonds
Series 2025A Bond Ordinance
State
System
Water Fund
Water Revenue Bonds
Water Revenue Bond Ordinances

B. The following words and terms are defined as set forth.

“Additional Water Bonds” means (i) any revenue bonds to be issued subsequent in time to the date hereof in accordance with the provisions of the Municipal Code, and (ii) any alternate bonds to be issued subsequent in time to the date hereof in accordance with the provisions of the Act, in either case on a parity with and sharing ratably and equally in all or a portion of the Pledged Revenues with the Water Revenue Bonds and the Additional Water Revenue Debt, and having a lien priority with respect to the Pledged Revenues superior to the IEPA Loans and the Additional IEPA Loans.

“Additional Water Revenue Debt” means the WIFIA Loan and any other evidence of indebtedness, other than the Water Revenue Bonds and the Additional Water Bonds, incurred by the City on a parity with and sharing ratably and equally in all or a portion of the Pledged Revenues with the Water Revenue Bonds and the Additional Water Bonds, and having a lien priority with respect to the Pledged Revenues superior to the IEPA Loans and the Additional IEPA Loans.

“Additional IEPA Loans” means any loans or revenue bonds payable from all or a portion of the Pledged Revenues issued subsequent in time to the date hereof in connection with an IEPA Loan, issued either subordinate to or on a parity with, and sharing ratably and equally in, the Pledged Revenues with the IEPA Loans, the Water Revenue Bonds, the Additional Water Revenue Debt or the Additional Water Bonds.

“Code” means the Internal Revenue Code of 1986, as amended.

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

“*Future Water Bond Ordinances*” means the ordinances of the City authorizing the issuance of bonds or other debt payable from a prior lien with respect to the Pledged Revenues, but not including the Water Revenue Bond Ordinances or any other ordinance authorizing the issuance of Additional Water Bonds.

“*Gross Revenues*” means all income from whatever source derived from the System, including, without limitation, (i) operating revenues and receipts; (ii) investment income; (iii) connection, permit and inspection fees and the like; and (iv) 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 Loans*” means, collectively, all from time to time Outstanding loans to the City from the IEPA, or any successor agency under the laws of the State, including, without limitation, the Loan and the Water Main Replacement Loan.

“*IEPA Loan Subaccount of the Surplus Account*” means the IEPA Loan Subaccount of the Surplus Account established hereunder and further described in Section 7 of this Ordinance.

“*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 2⁴th day of February, 2026 as supplemented and amended.

“*Outstanding*”, “*Outstanding Water Bonds*”, “*Outstanding Additional Water Revenue Debt*”, and “*Outstanding IEPA Loans*”, when used solely with reference to any of the Water Revenue Bonds, the Additional Water Revenue Debt, the Additional Water Bonds, the IEPA Loans or the Additional IEPA Loans, means such of those Water Revenue Bonds, the Additional Water Revenue Debt, the Additional Water Bonds, the IEPA Loans or the Additional IEPA

Loans which are outstanding and unpaid; provided, however, such term shall not include any of the Water Revenue Bonds, the Additional Water Revenue Debt, the Additional Water 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 Water Revenue Bonds, the Additional Water Revenue Debt, the Additional Water Bonds, the IEPA Loans and the Additional IEPA Loans.

“*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.

“*Surplus Account*” means the Surplus Account of the Water Fund created pursuant to the Water Revenue Bond Ordinances.

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

“*Water Main Replacement Loan*” means, collectively, the loans from the IEPA to the City in the amounts of \$5,620,000 and \$19,940,000 authorized pursuant to ordinances of the Corporate Authorities with respect to a water main replacement program undertaken in calendar year 2025 and continuing in calendar year 2026.

“*WIFIA Loan*” means any secured loan made by the United States Environmental Protection Agency to the City pursuant to the Water Infrastructure Finance and Innovation Act, § 5021 *et seq.* of Public Law 113-121, as amended, codified as 33 U.S.C. §§ 3901-3915.

Section 2. Incorporation of Preambles. 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.

Section 3. Determination to Borrow Funds. 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 the finance such construction, to borrow funds from the IEPA under the Loan Program in the amount of not to exceed \$8,000,000 (which aggregate amount may be increased by the amount of any interest added to the original principal balance of the Loan during the construction loan interest period) pursuant to the terms of the Loan Agreement, 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. After issuance of the Loan, the aggregate principal amount of the Loan may be increased by amounts of interest added to the original principal balance of the Loan during the construction loan interest period, as provided for in the Loan Agreement.

Section 4. Acceptance of Loan Agreement. The Corporate Authorities hereby authorize acceptance of the Loan through the Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein. The Corporate Authorities further agree that the proceeds of the Loan shall be used solely for the purposes of the Project as approved by the IEPA in accordance with the terms and conditions of the Loan Agreement. The Mayor is hereby authorized and directed to execute the Loan Agreement. Any of the officers and officials of the City shall be authorized to take all necessary action to complete the borrowing in accordance with the terms of the Loan Agreement.

Section 5. Loan Payable Solely from Pledged Revenues. The Loan shall be payable solely from the Pledged Revenues on deposit in the IEPA Loan Subaccount of the Surplus Account after the required deposits of funds in the Water Fund have been made pursuant to Section 7 of this Ordinance, and shall not constitute an indebtedness of the City within the meaning of any constitutional provision or limitation.

Section 6. Continuation of Water Fund and Accounts Thereof. Upon the execution of the Loan Agreement, 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 been heretofore created and is hereby expressly continued, and which fund is designated as the “Water Fund” (the “*Water Fund*”) of the City. The Water Fund shall constitute a trust fund for the purpose, among others, of carrying out the covenants, terms, and conditions of the Water Revenue Bond Ordinances, this Ordinance and any Future Water Bond 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 debt of the City which by their terms are payable from the Pledged 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 7. Flow of Funds in Water Fund. The Water Revenue Bond Ordinances continued or created, as the case may be, separate accounts in the Water Fund known as the “Operation and Maintenance Account,” the “Alternate Bond and Interest Account (Water),” the “Depreciation Account,” the “Places for Eating Tax Account,” and the “Surplus Account” (originally referred to as “Surplus Account (2025A)” under the Series 2025A Bond Ordinance and “Surplus Account” under the Series 2023A Bond Ordinance), all of which accounts and deposits therein are hereby expressly continued and maintained in the manner as set forth in the Water Revenue Bond Ordinances. As provided in Water Revenue Bond Ordinances, after monthly deposits are made into (i) the Operation and Maintenance Account to pay Operation and Maintenance Expenses, (ii) the Alternate Bond and Interest Account (Water) which, together with funds transferred therein from the Places for Eating Tax Account, are to be used for the purpose of paying interest and principal of Outstanding Water Bonds, and (iii) the Depreciation Account to provide an adequate depreciation fund for the System, 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 such accounts, shall be credited each month to the Surplus Account.

Funds in the Surplus Account shall first be used first to make up any subsequent

deficiencies in any of the accounts hereinabove named and then, at the discretion of the Corporate Authorities, shall be used for one or more of the purposes as described in Section 12(e) of the Series 2025A Bond Ordinance, without any priority among them. All Pledged Revenues remaining in the Surplus Fund after use for such purposes shall be deposited into a separate and segregated subaccount hereby created and designated the “IEPA Loan Subaccount of the Surplus Account” (the “*IEPA Loan Subaccount*”), and used as follows:

A. There shall be paid into the IEPA Loan Subaccount a fractional amount of the interest becoming due on the next succeeding interest payment date on all Outstanding IEPA Loans, and also a fractional amount of the principal becoming due on the next succeeding principal payment date of all of the Outstanding IEPA Loans until there shall have been accumulated in the IEPA Loan Subaccount on or before the last day of the month preceding such payment date of interest or principal, an amount sufficient to pay such principal or interest, or both, of all Outstanding IEPA Loans.

B. The fractional amount to be set aside each month in the IEPA Loan Subaccount shall be computed so that sufficient funds will be set aside in the IEPA Loan Subaccount and will be available for the prompt payment of such principal of and interest on all Outstanding IEPA Loans as will become due and shall be not less than one-fifth of the interest and principal becoming due on the next succeeding interest and principal payment date on all Outstanding IEPA Loans until there is sufficient money in the IEPA Loan Subaccount to pay such principal or interest.

C. Credits to the IEPA Loan Subaccount may be suspended in any Fiscal Year at such time as there shall be a sufficient sum, held in cash and investments, in the IEPA Loan Subaccount to meet principal and interest requirements in the IEPA Loan Subaccount for the balance of such Fiscal Year, but such credits shall again be resumed at the beginning of the next Fiscal Year.

D. All moneys in the IEPA Loan Subaccount shall be used only for the purpose of paying interest on and principal of all Outstanding IEPA Loans.

E. Any funds remaining in the Surplus Account after making the aforesaid deposits to the credit of the IEPA Loan Subaccount, at the discretion of the Corporate Authorities, shall be used first, as may be provided in the Water Revenue Bond Ordinances or any Future Revenue Bond Ordinance, as may be applicable, and such remaining amounts shall be used for one or more of the following purposes without any priority among them:

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

(2) For the purpose of prepaying any Outstanding IEPA Loans which are prepayable at the time; or

(3) 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

(4) For any other lawful System purpose.

Section 8. Additional IEPA Loans. Notwithstanding anything in this Ordinance to the contrary, the City reserves the right to 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 Water Revenue Bonds, the Additional Water Bonds and the IEPA Loans.

Section 9. Not Tax-Exempt. The City agrees and, by making the Loan, the IEPA agrees and acknowledges that interest on the Loan is not tax-exempt pursuant to any provision of the Code which is currently in effect and in existence on the date hereof. As used herein, “*tax-exempt*” means, with respect to the Loan, the status of interest paid and received thereon as not includible in the gross income of the maker thereof under the Code for federal income tax purposes.

Section 10. 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 11. 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 12. Effective Date. This Ordinance shall be in full force and effect forthwith and immediately upon its passage.

Passed by the Corporate Authorities on February 24, 2026, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

UNITED CITY OF YORKVILLE,

By: _____

Mayor

APPROVED this 24th day of February 2026.

Attest:

City Clerk

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 24th day of February 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 \$8,000,000 from the Illinois Environmental Protection Agency for the purpose of financing the costs of necessary improvements to the City’s water delivery system, authorizing the execution of a loan agreement relating to such loan and providing for the collection, segregation and distribution of the revenues of the water system for the payment of said loan,

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 24th day of February 2026.

(SEAL)

Clerk, United City of Yorkville,
Kendall County, Illinois



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 type="checkbox"/>
Economic Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2026-21

Agenda Item Summary Memo

Title: Yorkville North Receiving Station – Change Order No. 1

Meeting and Date: City Council – February 24, 2026

Synopsis: Consideration of Change Order No. 1

Council Action Previously Taken:

Date of Action: PW – 2/17/26 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2026-21

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Erin Willrett, Assistant City Administrator
Rob Fredrickson, Finance Director
Jori Behland, City Clerk

Date: February 17, 2026
Subject: Yorkville North Receiving Station

The purpose of this memo is to present Change Order No. 1 for the above-referenced project.

A Change Order, as defined by the General Conditions of the Contract Documents, is a written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

Background:

The United City of Yorkville entered into an agreement with Whittaker Construction and Excavating, Inc. for the construction of the Yorkville North Receiving Station project for a value of \$6,786,500.00 for the above-referenced project. The budgeted amount for the construction is \$6,786,500. The project is being funded through an IEPA Low Interest Loan, and the proposed change order has been submitted in draft form to the IEPA Loan Manager who has given their verbal confirmation on the changes.

Question Presented:

Should the City approve Change Order No. 1 which would **decrease** the contract amount by \$227,995.23, to a total contract value of \$6,558,504.77?

Discussion:

The enclosed change order document includes a detailed summary of the contract changes and each proposed change order (PCO) item. The first PCO is for a credit. During design, the valves within the receiving station were designed with gate valves in mind and many were sized larger based on initial feedback from valve manufacturers and as the design DuPage Water Commission flows were being finalized. During construction it was determined, with the recommendation of the valve manufacturer, that some of the valves can be reduced in size, eliminated, or changed to butterfly valves as typically utilized and preferred by PW Staff. These changes provided a net \$271,900.00 credit back to the City.

The second PCO consists of modifications to the onsite water main modifications, changing from a 16" Tee to a 16" x 16" Cross, which was discussed and changed to create a more resilient piping installation given the proximity to the Grande Reserve Tank. This change resulted in a \$12,442.00 increase.

The third PCO includes the cost of the new ComEd service connection. This cost is the City's responsibility, but the City requested the contractor to coordinate and make payment as part of their contract to expedite the process and maintain the construction schedule since the contractor is coordinating with ComEd as part of their contract.

Action Required:

Consideration of approval of Change Order No. 1 for a deduct in the amount of \$227,995.23.

Resolution No. 2026-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS APPROVING A CHANGE ORDER RELATED TO THE YORKVILLE
NORTH RECEIVING STATION PROJECT**

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

WHEREAS, the City has approved a contract in the amount of \$6,786,500 with Whittaker Construction and Excavating, Inc. (“*Whittaker*”), for a project commonly known as the Yorkville North Receiving Station Project (the “*Project*”), the price of which has decreased from the original contract amount in the amount of \$227,995.23 (the “*Change Order*”) due to a change in the equipment required to complete the Project; and

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

WHEREAS, it has been recommended to the Mayor and City Council (the “Corporate Authorities”) that a Change Order decreasing the total contract price to the amount of \$6,558,504.77 is in the best interest of the City.

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

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

Section 2. The Corporate Authorities hereby find and declare that the Change Order to the contract with Whittaker to complete the Project, which results in a total decrease of \$227,995.23, is in the best interests of the City and is hereby approved, and the City Administrator is authorized to execute the Change Order as hereinabove identified.

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

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

CHANGE ORDER

Order No. 1

Date: January 29, 2026

Agreement Date: July 17, 2025

NAME OF PROJECT: Yorkville North Receiving Station

OWNER: United City of Yorkville

CONTRACTOR: Whittaker Construction & Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

PCO #1 (Credit for Valve Reduction): After award of the project, additional feedback was provided by the contractor's valve supplier that certain valves can be modified, downsized, or eliminated from the Receiving Station that would still provide the same capabilities and satisfy the requirements of the Station and associated functions of the process piping components, while improving future operations for the City.

These changes included gate valves that can be changed to butterfly valves. Several valves were also modified or reduced in size, that were oversized in the initial valve selection identified by manufacturers during design and are able to be reduced in size that will still be able accommodate the flows through the station. Lastly, redundant valves were eliminated. In particular, the changes included eliminating Valves PR-V-3 and PR-V-4, as well as I-V-14 through I-V-17 because they provided unnecessary redundancy. R-CV-1 and C-V-3 were removed from the project because the valve manufacturer was able to prove a different style valve as part of PR-V-1 and PR-V-2 that includes flow control and check valve capabilities. SR-V-3 was reduced from 24-inch to 8-inch as it was originally oversized during design. As such, the adjustments to the various valve components resulted in a net credit to the overall contract.

A summary of the impacted valves, including the original valve schedule and revised valve schedule with the associated cost difference, is attached with the Contractor's proposed change order (PCO). (DEDUCT: \$271,900.00)

PCO #2 (Site Piping Change): Adjustments were made during construction to the overall site piping phasing plan and layout, for modifications to the existing site piping necessary for construction of the improvements after award of the project. The site piping improvements must be completed in a carefully phased approach that includes coordination between the Contractor, EEI, and the City on temporary shutdown of certain components (existing mains, elevated tank, and water treatment plant). Originally, a 16-inch tee with cap was proposed during one critical phase of the piping modifications.

During construction and after discussion, in order to minimize disruption and potential impacts to the system and better facilitate completing this phase of the site piping modifications, it was determined that a 16" cross that would later be capped, for a flatter surface to provide thrust blocking against, was beneficial for phasing of the construction to better maintain resultant proper pressure on the pipe. The PCO includes adjustments to the material cost for the additional components, less the original tee fitting, and additional labor required. (ADD: \$12,442.00)

PCO #3 (ComEd Agreement): The construction contract includes coordination by the Contractor with ComEd for connecting to the existing service onsite to provide power to the new Receiving Station, but costs associated with the new utility agreement are the responsibility of the City and were not included in the contract. Due to the critical path nature of the ComEd utility work and in order to avoid unnecessary delays, after the Contractor coordinated with ComEd to develop the ComEd Agreement and ComEd completed their design and determined the Facilities Charge, the City requested that the Contractor also assume responsibility for making this payment to ComEd as a part of the project. The PCO includes the ComEd Facilities Charge Agreement cost and associated contractor costs. (ADD: \$31,462.77)

Change of CONTRACT PRICE:

Original CONTRACT PRICE: **\$ 6,786,500.00**

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) **\$ 6,786,500.00**

The CONTRACT PRICE due to this CHANGE ORDER will be

~~(increased)~~ decreased by: **\$ 227,995.23**

The new CONTRACT PRICE including this CHANGE ORDER will be **\$ 6,558,504.77**

Change to CONTRACT TIME:

The CONTRACT TIME will be increased/decreased by 0 calendar days.

The date for completion of all work will be April 17, 2027 (Date.)

Approvals Required:

To be effective this order must be approved by the agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: Jason Whittaker Whittaker Construction & Excavating, Inc.

Recommended by: Christopher Murty Engineering Enterprises, Inc.

Accepted by: _____ United City of Yorkville

Approved by: _____ Illinois Environmental Protection Agency

**CONTRACTOR'S PROPOSAL REQUEST
MATERIAL LIST/CHANGE ORDER BREAKDOWN**

PROPOSAL REQUEST No. 001R1

WHITTAKER CONSTRUCTION & EXCAVATING, INC.	Phone:	815-246-7119
P. O. BOX 21 - 105 PARK STREET	Fax:	815-246-7118
EARLVILLE, ILLINOIS		

Project: **North Receiving Station
United City of Yorkville
Project No. YO2415-P**

Date: November 17, 2025

Document: **PR No. 001R1**

Description of Change: Credit to change all valves from a gate valve to a butterfly valve. This credit is also based on the revised valve schedule issued in a partial construction set.

<u>Item Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
Valves	LS	1	Materials	(\$271,900.00)	(\$271,900.00)
					Total <u>(\$271,900.00)</u>

No time extension is requested for this change order.

Valve #	Design Selection	Bid/Design Pricing	Revised Selection	Revised Pricing
I-V-1	24" gate valve	\$28,800	24" gate valve	\$28,800
I-V-2	24" gate valve	\$28,800	24" butterfly valve	\$15,300
I-V-3	24" butterfly valve	\$15,300	24" butterfly valve	\$15,300
I-V-4	8" gate valve	\$2,700	8" butterfly valve	\$2,500
I-V-5	8" gate valve	\$2,700	8" butterfly valve	\$2,500
I-V-6	8" gate valve	\$2,700	8" butterfly valve	\$2,500
I-V-7	8" gate valve	\$2,700	8" butterfly valve	\$2,500
I-V-8	8" gate valve	\$2,700	8" butterfly valve	\$2,500
I-V-9	12" gate valve	\$3,900	8" butterfly valve	\$2,500
I-V-10	12" gate valve	\$3,900	12" butterfly valve	\$3,800
I-V-11	12" gate valve	\$3,900	12" butterfly valve	\$3,800
I-V-12	12" gate valve	\$3,900	12" butterfly valve	\$3,800
I-V-13	12" gate valve	\$3,900	12" butterfly valve	\$3,800
I-V-14	12" gate valve	\$3,900	NIC	\$0
I-V-15	12" gate valve	\$3,900	NIC	\$0
I-V-16	12" gate valve	\$3,900	NIC	\$0
I-V-17	12" gate valve	\$3,900	NIC	\$0
I-V-18	24" butterfly valve	\$15,300	NIC	\$0
I-V-19	24" gate valve	\$28,800	24" butterfly valve	\$15,300
I-V-20	8" gate valve	\$1,900	8" butterfly valve	\$2,500
I-V-21	8" gate valve	\$1,900	8" butterfly valve	\$2,500
I-V-22	8" gate valve	\$1,900	8" butterfly valve	\$2,500
I-V-23	8" gate valve	\$1,900	8" butterfly valve	\$2,500
I-V-24	24" gate valve	\$28,800	24" butterfly valve	\$15,300
I-V-25	24" gate valve	\$28,800	24" butterfly valve	\$15,300
I-V-26	8" gate valve	\$1,900	8" butterfly valve	\$2,500
I-V-27	8" gate valve	\$1,900	8" butterfly valve	\$2,500
I-V-28	24" gate valve	\$28,800	24" butterfly valve	\$15,300
I-V-29	24" gate valve	\$28,800	24" butterfly valve	\$15,300
SR-V-1	8" surge valve	\$16,500	8" surge valve	\$22,900
SR-V-2	8" surge valve	\$16,500	8" surge valve	\$22,900
SR-V-3	24" surge valve	\$62,900	8" surge valve	\$22,900
PR-V-1	12" PRV	\$33,600	12" PRV	\$53,000
PR-V-2	12" PRV	\$33,600	12" PRV	\$53,000
PR-V-3	12" PRV	\$33,600	NIC	\$0
PR-V-4	12" PRV	\$33,600	NIC	\$0
R-CV-1	24" RCV	\$70,200	NIC	\$0
C-V-1	8" silent check	\$4,300	8" silent check	\$4,300
C-V-2	8" silent check	\$4,300	8" silent check	\$4,300
C-V-3	24" silent check	\$35,000	NIC	\$0
C-V-4	24" silent check	\$35,000	24" silent check	\$35,000
C-V-5	8" silent check	\$4,300	8" silent check	\$4,300
C-V-6	8" silent check	\$4,300	8" silent check	\$4,300
C-V-7	8" silent check	\$4,300	8" silent check	\$4,300
C-V-8	24" silent check	\$35,000	24" silent check	\$35,000
		\$719,200		\$447,300

**CONTRACTOR'S PROPOSAL REQUEST
MATERIAL LIST/CHANGE ORDER BREAKDOWN**

PROPOSAL REQUEST No. 002

WHITTAKER CONSTRUCTION & EXCAVATING, INC.
P. O. BOX 21 - 105 PARK STREET
EARLVILLE, ILLINOIS

Phone: 815-246-7119
Fax: 815-246-7118

Project: **North Receiving Station
United City of Yorkville
Project No. YO2415-P**

Date: December 4, 2025

Document: **PR No. 002**

Description of Change: Revise site watermain fittings per discussion with EEI & City of Yorkville.

<u>Item Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
16" Cross w/ Accessories	EA	1	Materials	\$6,035.00	\$6,035.00
16" MJ Plug w/ Accessories	EA	1	Materials	\$1,155.00	\$1,155.00
16" Solid Sleeve w/ Accessories	EA	1	Materials	\$2,220.00	\$2,220.00
16" Tee w/ Accessories	EA	-1	Materials	\$4,080.00	(\$4,080.00)
 Excavate, Cut, Plug South Branch of Cross, & Backfill					
Pipe Crew	HRS	6	Labor	\$945.00	\$5,670.00
					<hr/>
					Sub-Total
					\$11,000.00
					Sub 5% OH&P
					\$0.00
					WCEI 10% OH&P
					\$1,100.00
					Bond & Ins
					\$342.00
					<hr/>
					Total
					\$12,442.00

No time extension is requested for this change order.



**1500 MOUNTAIN
AURORA, IL 60505**

Quotation

**PHONE: 630-851-4500
FAX: 630-851-4789**

Quote Number
34681A

Quote Date
Nov 1, 2025

Page
1

Quoted to:

**Whittaker Excavating
P.O. Box 21
Earlville, IL 60518**

Cust Phone: 815-246-7119
Cust Fax: 815-246-7118

**Yorkville North Receiving Change
Yorkville, IL**

Customer ID	Good Thru	Payment Terms	Sales Rep
whi0001	12/1/25	Net 30 Days	16

Quantity	Item	Description	Unit Price	Extension
1.00	mjf-crossmj16x16	** AIS ** 16" x 16" MJ Cross c-153 W/ SS Megas	6,035.00	6,035.00
1.00	mjf-plugmj16	16" MJ Plug c-153 W/ Gasket & Bolts SS	1,155.00	1,155.00
1.00	mjf-tmj16	16" x16" MJ Tee c-153 W/ SS Megas	4,080.00	4,080.00
1.00	mjf-lssmj16	16" MJ Long Solid Sleeve c-153 W/ SS Megas	2,220.00	2,220.00

Please find attached our quote for the above referenced project. This proposal is our understanding of specifications and materials required for the project. It is the responsibility of the buyer to verify the accuracy of specifications and quantities before completing the order process. If there are any questions, we will gladly work with you to review job parameters.

Subtotal
Sales Tax
Total

**CONTRACTOR'S PROPOSAL REQUEST
MATERIAL LIST/CHANGE ORDER BREAKDOWN**

PROPOSAL REQUEST No. 003

WHITTAKER CONSTRUCTION & EXCAVATING, INC.	Phone:	815-246-7119
P. O. BOX 21 - 105 PARK STREET	Fax:	815-246-7118
EARLVILLE, ILLINOIS		

Project: **North Receiving Station
United City of Yorkville
Project No. YO2415-P**

Date: January 21, 2026

Document: **PR No. 003**

Description of Change: ComEd utility coordination.

<u>Item Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
ComEd Agreement Costs	LS	1	Materials	\$27,816.53	\$27,816.53
				Sub-Total	\$27,816.53
				Sub 5% OH&P	\$0.00
				WCEI 10% OH&P	\$2,781.65
				Bond & Ins	\$864.59
				Total	\$31,462.77

No time extension is requested for this change order.

AURORA OFFICE
2001 AUCUTT ROAD
MONTGOMERY, ILLINOIS 60538
630-723-2366



UNITED CITY OF YORKVILLE
3099 LEHMAN CROSSING
YORKVILLE, IL 60560

Date: 12/15/2025

Dear **UNITED CITY OF YORKVILLE,**

Enclosed are the documents related to the supply of electricity at **3099 LEHMAN CROSSING, YORKVILLE, ILLINOIS**. Please sign all copies of the enclosed documents and two copies of the Service Entrance Location Sketch. The third copy of the sketch is for your use during Construction. Return the signed documents and sketches and payment of **\$25,816.53** to my attention.

If this contract is not returned within 30 days, it will be cancelled.

Upon receipt of your payment and signed copies, Commonwealth Edison will begin to schedule any necessary service work. An authorized copy of each document will be returned to you for your files.

You may make payments on the ComEd website or by phone.

By **Internet** go to: <https://www.comed.com/MyAccount/MyBillUsage/Pages/PayMyBill.aspx>

(for payments of \$5,000 or less for Credit/Debit)
(for non-business payments of \$100,000 or less for eCheck)
(for business payments of \$500,000 or less for eCheck)

Or

By **Customer Service Representatives** (English & Spanish)

1-800-334-7661 (for payments of \$5,000 or less for Credit/Debit)
1-800-588-9477 (for non-business payments of \$100,000 or less for eCheck)
1-877-426-6331 (for business payments of \$500,000 or less for eCheck)

If you have any questions concerning this contract please contact your Field Representative.

Enclosures

Sincerely,

JONATHAN RUMINSKI
DCC
630-723-2366

ELECTRIC FACILITIES SERVICE ACKNOWLEDGEMENT

PL#: 471142

ESS: YES

SER#: WE250206

Rev.: 00

UNITED CITY OF YORKVILLE (the "Customer") hereby acknowledges the terms and conditions under which Commonwealth Edison Company (the "Company" or "ComEd") is providing electric facilities and equipment to serve the Customer's premises located at **3099 LEHMAN CROSSING, YORKVILLE** ("Premises").

1. Preamble.

The Company will furnish, install, own and maintain, and the Customer will pay the Company for, the electric facilities and equipment described herein pursuant to the terms and conditions set forth herein and in accordance with the terms of the Company's Rate RDS - Retail Delivery Service ("Rate RDS"), Rider NS - Nonstandard Services and Facilities ("Rider NS"), Rider ML - Meter-Related Facilities Lease ("Rider ML"), Rider ZSS - Zero Standard Service ("Rider ZSS") as applicable, and with the General Terms and Conditions ("GTC") stated in the Company's Schedule of Rates, as they may be amended from time to time. In the event of any conflict between the terms of this Acknowledgement and the terms of the Company's tariff, the latter will prevail.

2. Service Points.

The Customer is to receive delivery of electric power and energy at the Premises from the Company at an estimated total maximum demand of **124** kilowatts ("kW") ("Maximum Kilowatts Delivered" or "MKD") at the following location(s) (as shown on Exhibit A attached hereto) and in the following amounts and approximate voltages during the Retail Peak Period, as defined in GTC.

Loc. 001 est. demand 0 kW, metering voltage approx. 120/240 volts, 1 phase, 3 wire

Loc. 002 est. demand 0 kW, metering voltage approx. 2400/4160 volts, 3 phase, 3 wire

Loc. 003 est. demand 124 kW, metering voltage approx. 277/480Y volts, 3 phase, 4 wire

and at an estimated total maximum demand of **124** kW in the following amounts and approximate voltages during the Retail Off-Peak Period, as defined in GTC.

Loc. 001 est. demand 0 kW, metering voltage approx. 120/240 volts, 1 phase, 3 wire

Loc. 002 est. demand 0 kW, metering voltage approx. 2400/4160 volts, 3 phase, 3 wire

Loc. 003 est. demand 124 kW, metering voltage approx. 277/480Y volts, 3 phase, 4 wire

3. Charges: Rental.

a. The Company will furnish, install, own and maintain, under the terms and conditions set forth below and in accordance with the terms of the Company's Rider NS and Rider ML, the facilities and equipment listed in the Facilities Rental Service and Meter Lease Service attachments to this Acknowledgement. The facilities and equipment listed in such attachments, together with any conductors, cables, supports and related equipment installed by the Company, and any replacements or adjustments thereof, are hereinafter called the "Facilities". Such Facilities are or may be located on the Premises.

b.

(i) The Customer's estimated maximum demand during Retail Peak Periods set forth above is used to determine the service facilities that are available to the Customer as a standard installation under the applicable tariffs. The estimate of the Customer's MKD set forth in Section 2 above is based upon information provided to the Company by the Customer and the Customer agrees that this estimate is representative of the Customer's expected operation, demand and consumption. Load

defined as "Zero Standard Portion" under Rider ZSS is not included in the determination of the estimated maximum demand shown above because a standard installation is not provided for the Zero Standard Portion of load.

(ii) Such standard service facilities are subject to change from time to time based upon the Customer's actual MKD in accordance with the provisions of the Company's Rate RDS, Rider NS and GTC, or their successors. If the Customer's actual MKD is less than the amount of kW set forth in Section 2 above, the Company may remove, replace, or adjust the Facilities at the Customer's expense so as to provide the Customer the standard installation facilities as provided in Rider NS or to adjust the rental as provided in Section 3(c).

(iii) If the Customer desires to add load beyond the levels set forth above in Section 2 or to increase capacity at an individual point of service, the Customer shall notify the Company, in writing, adequately in advance of adding such load or increasing such capacity so that the Company may modify its facilities as determined by the Company.

- c. The initial monthly rental specified in the Facilities Rental Service attachment is based on the Company's standard rental charges applicable on the date the Facilities were installed or last revised and is subject to change as provided herein or in Rider NS.
- d. The monthly rental charges for the Facilities are in addition to all other charges under (i) other applicable tariff provisions and (ii) any additional charges imposed by the Company on account of special installation requests or requirements or requests by the Customer for maintenance beyond the level set forth in Section 5(c).
- e. The Customer shall pay all taxes applicable to the Company's provision of the Facilities and other services to the Customer (including without limitation all applicable federal, state, regulatory, municipal and other taxes with respect to customer charges and rentals).

4. Installation.

- a. If any of the Facilities are not yet installed and require installation by the Company, the Customer acknowledges that the Company will furnish the labor and materials necessary to install the Facilities described on the attached service entrance location sketch WE250206 dated . (with such specifications as are set forth on such sketch) on or adjacent to the Premises at the following charges:

Credit From Prev. Charges	\$(2,000.00)
Total Required Facilities Charge	\$27,816.53
<hr/>	
Total Facilities Charges	\$25,816.53

- b. The Customer shall pay the Company \$25,816.53 at the time this agreement is accepted.
- c. The charges listed in this document are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and material are required to complete the work, or if the scope of work is altered, ComEd may charge additional amounts to cover any additional costs.
- d. Any such installation will be done in accordance with, and at the times and at the standard prescribed by, the Company's standard practices and procedures for the types or classes of each of the Facilities to be installed,
- e. Any such installation will be done during the Company's regular working hours, unless otherwise mutually agreed,

- f. In the event the installation cannot be completed within one year from the date of this document as a result of delays on the part of the Customer or because the Company has been denied access to the Premises, the installation charge to the Customer will be recomputed based on the level of costs prevailing at the time of completion of the work, and
- g. The monthly rental for the Facilities being installed will be the rental in effect at the time of the installation or last revision of such Facilities (which rental is subject to change as provided herein or Rider NS).

5. Ownership; Access; Other Company Rights.

- a. The Facilities will remain the sole and exclusive property of the Company. The Company may, in its sole discretion, affix to the Facilities (or any parts thereof) labels or other markings indicating the Company's ownership of the Facilities. The Customer does not acquire any interest in the Facilities (or any parts or components thereof). Use by the Customer of the Facilities does not divest the Company of its exclusive rights to such ownership, use and possession. The Customer will, upon the request of the Company from time to time, execute and deliver to the Company all documents reasonably necessary or advisable to confirm, perfect or evidence any rights of the Company in and to the Facilities.
- b. The Company and its representatives will have free access to the Premises at all reasonable times (and immediately at any time if an emergency exists) for the purposes of inspecting, protecting, installing, operating, maintaining, repairing, altering, replacing, relocating or removing any of the Facilities. ComEd has the right to install facilities on the Customer's property to provide electric service to the Customer and to other users of the Facilities. The Company may, in its sole discretion, replace, remove or alter any part of the Facilities, add or remove portions or components of the Facilities or revise any procedures with respect to the Facilities. Any such replacements, substantial alterations, or additions of or to the Facilities will belong to and be property of the Company and shall be a part of the Facilities.
- c. Such inspection, protection, installation, operation, maintenance, repair, alteration, replacement, relocation and removal will be in accordance with, and at the time(s) and at the standards prescribed by, the Company's standard practices and procedures for the types or classes of each of the Facilities. If the Customer requests maintenance beyond this level, the Company may impose an additional charge for such additional maintenance.

6. Customer Responsibilities.

- a. The Customer will not move, remove, modify, alter, adjust or change in any way the Facilities or any part thereof without first obtaining the written consent of the Company, except to protect the Premises or any person from damage or injury during any emergency or except and to the extent provided in a separate written agreement. Except to the extent set forth in the prior sentence, the Customer will not permit anyone other than the Company, or the Company's respective representatives, agents or subcontractors to effect any inspection, adjustment, preventative or remedial maintenance, repair, overhaul, replacement or removal of the Facilities.
- b. The Customer shall at its sole cost and expense:
 - (i) provide to the Company such working space within a reasonable distance of the Facilities as specified by the Company and take such other steps as are necessary to allow the installation, construction, maintenance, repair, alteration, replacement and removal of the Facilities to be readily and efficiently performed;
 - (ii) keep the Facilities on the Premises free from any over-building or other obstruction that might create an unsafe condition or that might interfere with the Company's ability to install, operate,

maintain, repair, alter, replace or remove the Facilities;

(iii) provide and maintain in a good, safe and proper state of repair, the Premises and all other property furnished by the Customer in connection with the Facilities;

(iv) furnish, install and maintain the wiring, supports, and other appurtenances, as specified by the Company, necessary for the Facilities;

(v) if the installation of the Facilities includes or requires a vault or ground-type installation, furnish and maintain the enclosure, foundation, fill, required ventilation, and similar facilities in accordance with the Company's specifications, standards, rules and regulations;

(vi) make use of the Facilities in accordance with the Company's specified practices and procedures and protect the Facilities from harm, theft or misuse and deterioration (except for reasonable wear and tear resulting only from proper use thereof); and

(vii) notify the Company by telephone promptly after the Customer first has knowledge of (i) any malfunction in operation of the Facilities; (ii) any interruption or alteration of electricity delivery to the Premises; (iii) any alteration or modification in the Facilities or its operation which is not initiated by Company, and (iv) any emergency or dangerous condition affecting the Facilities.

c. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of any employee or other agent of the Customer, the Customer shall be obliged to reimburse the Company promptly for the Company's customary time and materials costs of the maintenance, repair and replacement of the Facilities. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed, or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of one or more employees or other agents of both the Company and the Customer, the Company shall repair or replace such part of the Facilities, and the cost of any such repair or replacement shall be shared by the Customer and the Company in proportion to their respective degrees of fault.

7. Removal.

Upon termination of the provision of service to the Customer, the Company at its option may, and upon the Customer's request the Company will, remove all or any part of the Facilities. The Customer will bear the cost and expense of such removal.

8. Relocation.

If relocation of all or any part of the Facilities is requested by the Customer or there is a change in the Customer's operation or construction, which in the judgment of the Company, makes such relocation necessary or advisable, the Company will move such facilities at the Customer's expense to a location on or adjacent to the Premises mutually acceptable to the Company and the Customer.

9. Miscellaneous.

a. The listing of the Required or Requested Facilities in the Facilities Rental Service attachment and the monthly rental may be modified from time to time upon oral or written notification to the customer (and the removal or installation of any such Facilities shall constitute prima facie evidence of such notification).

- b. The Company may adjust the Facilities or the monthly rental if the Customer's actual MKD is more or less than the level set forth in Section 2 above.
- c. The Company may adjust the monthly rental as provided in Section 3(c)/4(g) and in the Facilities Rental Service attachment.

10. Safety.

Be advised that safety on the job site is the responsibility of the Customer and Customer's contractor. The Occupational Safety and Health Administration (OSHA) requires a specific clearance when working near energized primary electric lines. Consider all electric wires to be energized and non-insulated. Workers may be electrocuted or seriously injured by contact with the power lines or while working in close proximity to those lines. All workers and equipment must maintain a safe distance from the power lines at all times. The Customer or Customer's contractor should not commence work near ComEd's lines until such time that temporary protective measures have been taken to guard against danger of incidental contact. Consult OSHA guidelines for more specific information when working near or around energized electrical equipment. (See www.osha.gov <<http://www.osha.gov>>.) Contact 1-800-EDISON-1 for questions concerning working in proximity to ComEd electrical facilities.

Clearance of electrical equipment from permanent structures is governed by the National Electrical Safety Code (NESC). Reference the National Electrical Safety Code for specific information.

ComEd is very concerned about the safety of its customers and others working around its facilities. Compliance with OSHA and the NESC is a requirement. Please ensure that the activities undertaken by the Customer or Customer's contractor include the safe work practice of maintaining the required working clearances and required vertical and horizontal clearances from permanent structures.

The undersigned Customer acknowledges he/she has read the foregoing safety statement and agrees to comply with all state, federal and local safety requirements and shall require any contractor working in proximity to ComEd equipment to acknowledge and agree to same.

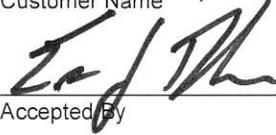
11. Customer/Owner Acknowledgement.

The undersigned Customer acknowledges the terms noted herein. In case the Customer is not owner of the Premises, the undersigned property owner hereby acknowledges and agrees to the terms noted herein.

Account Number: 6673709836
SER No.: WE250206
Work Task Number: 2056322601

FOR THE CUSTOMER:

CITY OF YORKVILLE
Customer Name


Accepted By Signature

ERIC J DHUSE
Print Name

DIR. OF PUBLIC WORKS
Official Capacity or Title


Property Owner's Signature

FACILITIES RENTAL SERVICE - RIDER NS

S.E.R. #: WE250206

The Company hereby agrees to furnish and maintain hereunder facilities which the Company provides on a rental basis, for which the Customer agrees to pay a monthly rental of **\$126.93** as described below:

1. Required Transformer Facilities:

Transformer Number: 471114D7 @ 120/240	
1 - 37 KVA - PLEASE USE CODE FPK210037 @ 22.13 (KPK210037)	\$22.13
Transformer Number: 471114D7 @ 2400/4160	
3 - 15KV - 200 AMPERES, CUTOUT, SMD-20 @ 5.80 (1A4)	\$17.40
Transformer Number: 471142E9 @ 277/480Y	
1 - 150 KVA-COMP FEED-THRU TRANS, 12470-277/480 VOLTS, PAD MOUNT @ 104.80 (FPN530150)	\$104.80
	Total
	\$144.33

2. Standard Transformer Facilities:

3 - 15KV - 200 AMPERES, CUTOUT, SMD-20 @ 5.80 (1A4)	\$17.40
	Total
	\$17.40

3. Additional Required Facilities:

Total \$0.00

4. Additional Standard Facilities:

Total \$0.00

5. Frozen Transformer Rental:

\$0.00

6. Monthly Transformer Rental:

\$126.93

(item 1 minus item 2, minus item 5)

NOTE: if this value is less than zero, this line item will be changed to zero

7. Monthly Switchgear Rental:

\$0.00

(item 3 - item 4)

NOTE: if this value is less than zero, this line item will be changed to zero

8. Capacitor Facilities:

\$0.00

0 @ \$0.20

9. Total Monthly Rental:

\$126.93

(item 6 + item 7 + item 8)

All such facilities shall remain property of the Company.

The monthly rental specified is based on the Company's standard rental charges applicable on the date hereof and is subject to change. The actual rental charges shall be those in effect at the time of the installation of the facilities; and whenever there is a change in facilities which require a different rental payment, the rental charge for all facilities of the same class will be based on charges in effect at that time. The monthly rental is in addition to all other charges under the contract to which this rider applies.

Customer Name: UNITED CITY OF YORKVILLE

Address: 3099 LEHMAN CROSSING, YORKVILLE

Dated: 12/15/2025

Confidential 1-13-26



Agreement Date : 12/15/2025
Phone Number : 815-284-5826

Submitted by : EDWARD BURKE
Group :

Type of Payment Check Wire/ACH

Name : UNITED CITY OF YORKVILLE
Service Address : 3099 LEHMAN CROSSING
City, State : YORKVILLE, IL

SER Payment
S.E.R. #: WE250206

CIMS Account #	Work Order Task #	Total
6673709836	2056322601	\$25,816.53

EJB 1-13-26

SERVICE ENTRANCE LOCATION NOTES

This information for the electrical contractor or developer or property owner of:

Job Name : 3099 LEHMAN CROSSING YORKVILLE

Currently scheduled start date: JANUARY 2026

SER# WE250206

Class of Business: Commercial

Service Voltage: 277/480Y

Connected Load: 339 KW

Est Maximum Demand: 124 KW

Switch Size: 1200 AMPS

The electrical contractor should secure the approval of the appropriate municipal authority and must conform to the Commonwealth Edison Company General Terms and Conditions. In localities where municipal approval is required, Commonwealth Edison will not connect service until such approval is received. Location given is for load shown above, and any change in load requires customer to contact Commonwealth Edison.

Approval of this extension will constitute approval of service entrance as shown below.

This plan and/or charge are contingent upon Commonwealth Edison obtaining all necessary permits and/or easements. Any additional costs to obtain the permits and/or easements will be borne by the customer as increased optional facilities charge before any work will begin.

SHORT CIRCUIT CURRENT

The maximum available **short circuit current** at the customer's bus for this plan is **10,608** Amps at **277/480Y V** (RMS symmetrical). Any future transformer changes may result in an increase in available short circuit currents without notice.

See attached sketch and additional comments on pages 2 & 3.

Accepted By: (Company Official, Consultant or Architect)

Customer: 

Title: DIR. OF PUBLIC WORKS Date: 1-13-26

Commonwealth Edison Company – Contractor Builder Services

Prepared By: JONATHAN RUMINSKI

Date: 11/04/2025

SERVICE ENTRANCE LOCATION NOTES

- Any and all work done other than during normal ComEd working hours, at the customer's request, could result in additional charges to the customer.
- These charges reflect only work to be done by ComEd. Other utilities should be contacted for their respective charges, if any.
- Customer to contact ComEd for pad inspection 24 hrs, prior to pouring concrete (pad must be formed).
- Customer to contact ComEd Engineer 10 DAYS in advance for Ct's and Meter(s).
- Cable in duct through building is to be sealed by: ELECTRICAL CONTRACTOR / COMED.

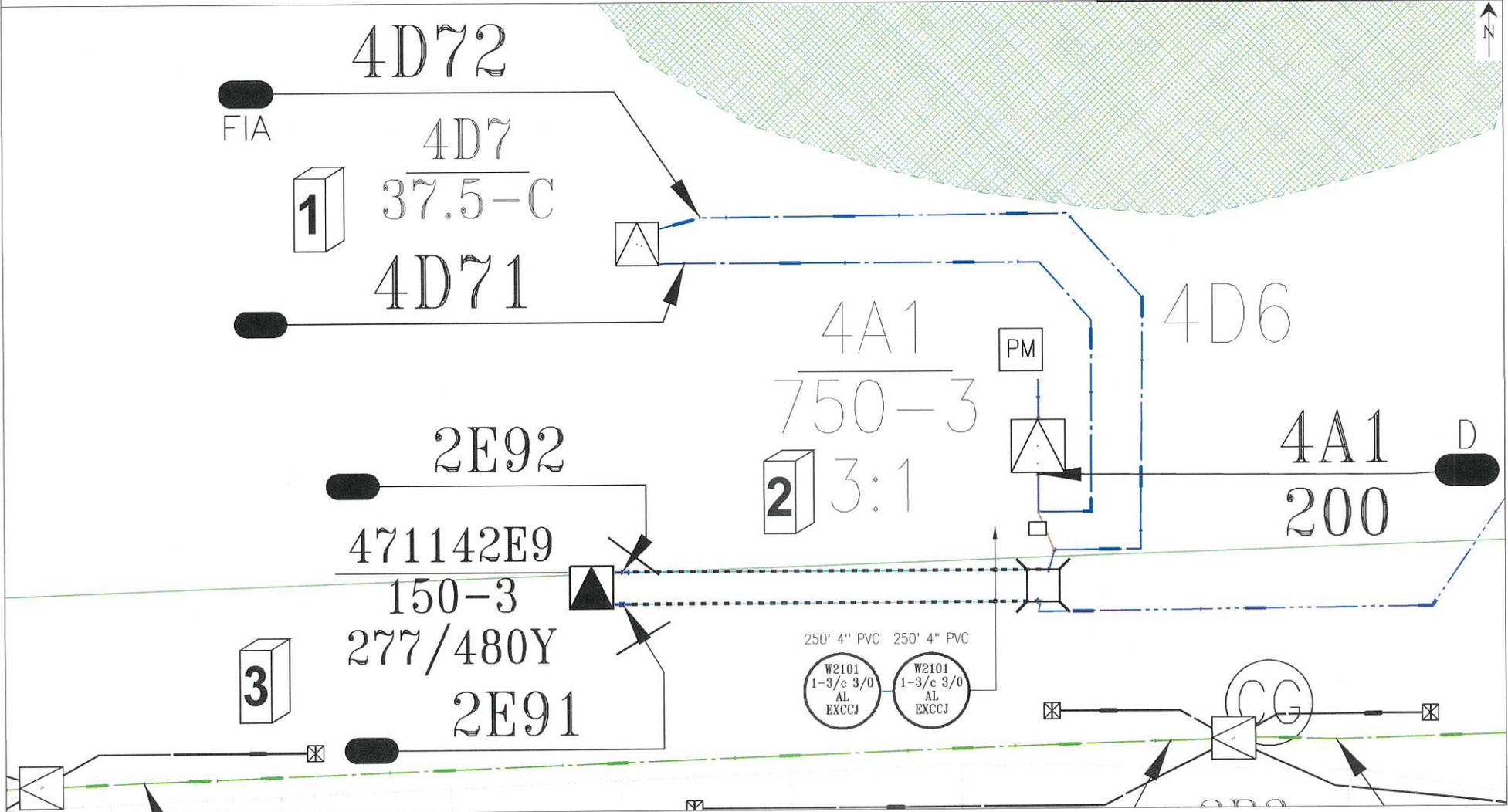
Two weeks prior to beginning of ComEd work:

- Customer/Developer to provide grade within 4" of finished grade prior to commencement of ComEd excavating.
- Customer/Developer is responsible for locating any underground facilities within the public utility easement or trenching area. Any additional costs due to the non marking and/or mis-marking of easements and other utilities will be borne by the Customer/Developer.
- Customer/Developer to install ~ 250ft / TWO SETS of pipe for ComEd primary,
CUSTOMER TO INSTALL SCHEDULE TYPE 40 GREY 4" PVC PIPES
All pipes/conduits are to have the ends sealed and staked with pull ropes installed.
All pipes are to be a minimum 4" dia., schedule 40 PVC buried at 30".
 - Pipes are to be connected to primary elbow pipes at the transformer pad
- Customer to install, own and maintain concrete pad(s) and conduits per attached ComEd specifications(s):

If Customer/Developer is not ready two weeks prior to beginning of ComEd work; ComEd will adjust the start date of your project another 4-weeks out.

- The customer is responsible for all repairs or replacement of trees, shrubs, or pavement, etc. resulting from the installation, repair, or replacement of ComEd facilities on customer property.
- Customer to install, own and maintain secondary cable to ComEd transformer. Cable to be of sufficient length to reach secondary connections inside the transformer. It is recommended that additional secondary conduits be installed to facilitate future load requirements.
- Customer to install, own and maintain vehicular barriers per attached ComEd specification C5295.
- When the outer edge of transformer pad is closer than 3 feet from building wall, the meter panel will not be placed on the wall within the area between the transformer pad and building wall.

EXHIBIT A	QS/PL 471142, 471114
Address 3099 LEHMAN CROSSING YORKVILLE	Date Issued: 11/04/2025
	SER/ WE250206
	Prepared By: JON RUMINSKI



EJL 1-13-26



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 type="checkbox"/>
Economic Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2026-22

Agenda Item Summary Memo

Title: Faxon Road Reconstruction – Design Engineering Agreement – Change Order No. 1

Meeting and Date: City Council – February 24, 2026

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 2/17/26 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2026-22

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name

Public Works
Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: February 11, 2026
Subject: Faxon Rd. Design Engineering Agreement Amendment

Summary

A proposal to amend the design engineering agreement due to difficulty acquiring right of way in a timely fashion.

Background

Originally, the design of Faxon Rd. along the C1 development was going to require the acquisition of right of way from 3 parcels on the south side of Faxon Rd. Staff has been working with the owners of the parcels for approximately 12 months without much success, so they were study an alternative alignment that would reduce the number of parcels and speed up the project. It was found that this was possible, and it would reduce the number of parcels needed from 3 down to 1. The new alignment would also mean that less right of way would need to be purchased on the remaining parcel.

To utilize this alignment, EEI will have to revise the plans, specifications, and land acquisition documents to include the new alignment. To do this will require more work which will require a change order. EEI has prepared a change order in the amount of \$47,680 to complete the work. C1 has reviewed this alignment and the proposed change order and approved the changes. Once the City Council has approved this change and C1 deposits the funds for the change, EEI will begin the necessary work to complete this project.

Recommendation

Staff recommends approval of this change order.

Resolution No. 2026-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING A CHANGE ORDER RELATED TO THE FAXON ROAD RECONSTRUCTION PROJECT

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

WHEREAS, the City has approved a contract in the amount of \$193,629 with Engineering Enterprises, Inc. (“*EEP*”), for a project commonly known as the Faxon Road Reconstruction Project (the “*Project*”), the price of which has increased from the original contract amount in the amount of \$47,680 (the “*Change Order*”) due to adjustments to the original contract and plans necessitated by a change in the alignment of the road reconstruction; and

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

WHEREAS, it has been recommended to the Mayor and City Council (the “Corporate Authorities”) that a Change Order increasing the total contract price to the amount of \$241,300 is in the best interest of the City.

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

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

Section 2. The Corporate Authorities hereby find and declare that the Change Order to the contract with EEI to complete the Project, which results in a total increase of \$47,680.00, is in the best interests of the City and is hereby approved, and the City Administrator is authorized to execute the Change Order as hereinabove identified.

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

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



ENGINEERING ENTERPRISES, INC.

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

CHANGE ORDER

To: Bart Olson
City Administrator
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

Change Order Number: 1
Change Order Date: 2/6/2026

Project Name: Faxon Rd Reconstruction
Project Number: YO2435-P

Description of Work / Scope Change / Reason for Change

City Staff has been working with the property owners on the south side of Faxon Road for the past 12 months to try and acquire the needed right-of-way to complete the improvements required in Cyrus One's development agreement. Staff have not had much movement on property acquisition so an alternative alignment to reduce the land acquisition needs was researched. Staff were able to determine that an alternative alignment is viable, and the new alignment would reduce the number of parcels that need land acquisition from 3 down to 1. The new alignment would also decrease the required land acquisition on the remaining parcel. The new alignment requires that current project plans and specifications need to be updated. The additional scope will include putting together revised project plans, specifications and land acquisition documents. Attached, please find a level of effort for the associated work and the amounts are summarized below.

Total Value of Change (Amount)= \$47,680.00

Original Contract Sum	\$	193,620.00
Net change by previous authorized Change Orders	\$	0.00
Contract Sum prior to the Change Order	\$	193,620.00
Sum of this Change Order	\$	47,680.00
New Contract Sum	\$	241,300.00

Authorized by:
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Authorized by Owner/Client/Agent:

By: _____

By: _____

Date: _____

Date: _____

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

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2435-P	
PROJECT TITLE		DATE	PREPARED BY
Faxon Road Reconstruction - Additional Design Engineering		2/5/26	JHS

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 2	PE	SPT 2	SPT 1	ADMIN	HOURS	COST
		PERSON									
		RATE	\$256	\$218	\$208	\$175	\$182	\$171	\$75		
DESIGN ENGINEERING											
2.1	Project Management and Coordination		2	8						10	\$ 2,256
2.2	Project Meetings		2	4	4					10	\$ 2,216
2.3	Plats and Legals			9			9			18	\$ 3,600
2.4	Utility Coordination			2	4	4				10	\$ 1,968
2.5	Prefinal Plans, Specifications and Estimates		2	4	32	40	32	32		142	\$ 26,336
2.6	Final Plans, Specifications and Estimates		2	2	8	16	8	8		44	\$ 8,236
2.7	Bidding, Letting and Contracting			2	4	8			2	16	\$ 2,818
Insert Task Subtotal:			8	31	52	68	49	40	2	250	\$ 47,430
PROJECT TOTAL:			8	31	52	68	49	40	2	250	47,430

EEI STAFF

- PIC Principal In Charge
- PM Project Manager
- SPE 2 Senior Project Engineer II
- PE Project Engineer
- SPT 2 Senior Project Technician II
- SPT 1 Senior Project Technician II
- ADMIN Administrative Assistant

DIRECT EXPENSES	
Printing/Scanning =	\$ 250
DIRECT EXPENSES =	\$ 250

LABOR SUMMARY	
EEI Labor Expenses =	\$ 47,430
TOTAL LABOR EXPENSES	\$ 47,430

TOTAL COSTS	\$ 47,680
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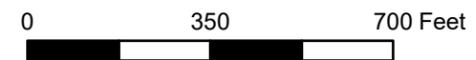
Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
 www.eeiweb.com



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

NO.	DATE	REVISIONS

DATE:	JULY 2024
PROJECT NO.:	YO2435
BY:	KJD
PATH:	
FILE:	YO2435_Reconstruction_Map



ATTACHMENT E
**FAXON ROAD
 RECONSTRUCTION
 LOCATION MAP**





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 type="checkbox"/>
Economic Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Public Works Committee #3

Tracking Number

PW 2026-23

Agenda Item Summary Memo

Title: Beecher Road Reconstruction – Design Engineering Agreement – Change Order No. 1

Meeting and Date: City Council – February 24, 2026

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 2/17/26 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2026-23

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name

Public Works
Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: February 11, 2026
Subject: Beecher Rd. Design Engineering Agreement Amendment

Summary

A proposed amendment of the design engineering agreement for Beecher Rd. to include areas that have been purchased since the original agreement.

Background

Originally, the design area for Beecher Rd. started at the Railroad tracks and went north 1450'. The new proposed development on the east side of Beecher Rd. will require an additional 1550' of roadway to be designed up to current city standards. With the addition of the new parcel, C1 has requested that EEI include the design for the new area in their current project for Beecher Rd.

In order to include the new area, the plans, specifications, land acquisition documents, and utility coordination will have to be expanded and updated to reflect that additional roadway. For this, EEI is requesting a change order in the amount of \$76,322. C1 has reviewed the change order and is prepared to move forward. Once the City Council has approved the change order and C1 deposits the funds, EEI will begin the work for this project.

Recommendation

Staff recommends approval of this change order.

Resolution No. 2026-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS APPROVING A CHANGE ORDER RELATED TO THE BEECHER
ROAD RECONSTRUCTION PROJECT**

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

WHEREAS, the City has approved a contract in the amount of \$89,268.00 with Engineering Enterprises, Inc. (“*EEP*”), for engineering for a project commonly known as the Beecher Road Reconstruction Project (the “*Project*”), the price of which has increased from the original contract amount in the amount of \$76,322.00 (the “*Change Order*”) due to adjustments to the original contract and plans necessitated by an increase in the amount of roadway that will require reconstruction; and

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

WHEREAS, it has been recommended to the Mayor and City Council (the “*Corporate Authorities*”) that a Change Order increasing the total contract price to the amount of \$165,590.00 is in the best interest of the City.

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

Section 1. The foregoing recitals are hereby incorporated in this Resolution as the

findings of the Corporate Authorities.

Section 2. The Corporate Authorities hereby find and declare that the Change Order to the contract with EEI to complete the Project, which results in a total increase of \$76,322.00, is in the best interests of the City and is hereby approved, and the City Administrator is authorized to execute the Change Order as hereinabove identified.

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

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



ENGINEERING ENTERPRISES, INC.

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

CHANGE ORDER

To: Bart Olson
City Administrator
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

Change Order Number: 1
Change Order Date: 2/6/2026

Project Name: Beecher Rd Reconstruction
Project Number: YO2436-P

Description of Work / Scope Change / Reason for Change

Cyrus One recently notified City staff that they are looking to develop the parcel adjacent to the solar farm on Beecher Road. As part of the development agreement with Cyrus One they are required to update Beecher Road to current City standards. The original scope of the Beecher Road Reconstruction included approximately 1,450' north from the railroad tracks. The new development would require an additional 1,550' of Beecher Road to be designed and updated to City standards. The additional scope will include putting together proposed project plans, specifications, right-of-way acquisition documents, additional utility coordination and bidding and letting of the project. Attached, please find a level of effort for the associated work and the amounts are summarized below:

Total Value of Change (Amount)= \$76,322.00

Original Contract Sum	\$	89,268.00
Net change by previous authorized Change Orders	\$	0.00
Contract Sum prior to the Change Order	\$	89,268.00
Sum of this Change Order	\$	76,322.00
New Contract Sum	\$	165,590.00

Authorized by:
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Authorized by Owner/Client/Agent:

By: _____

By: _____

Date: _____

Date: _____

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

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2436-P	
PROJECT TITLE		DATE	PREPARED BY
Beecher Road Reconstruction - Additional Design Engineering		2/5/26	JHS

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 2	PE	SPT 2	SPT 1	ADMIN	HOURS	COST
		PERSON									
		RATE	\$256	\$218	\$208	\$175	\$182	\$171	\$75		
DESIGN ENGINEERING											
2.1	Project Management and Coordination		2	10						12	\$ 2,692
2.2	Project Meetings		2	4	4					10	\$ 2,216
2.3	Survey and Data Collection			24			22			46	\$ 9,236
2.4	Utility Coordination			2	4	4				10	\$ 1,968
2.5	Prefinal Plans, Specifications and Estimates		4	12	60	60	24	64		224	\$ 41,932
2.6	Final Plans, Specifications and Estimates		2	6	16	20	8	24	2	78	\$ 14,358
2.7	Bidding, Letting and Contracting			4	6	8			2	20	\$ 3,670
Insert Task Subtotal:			10	62	90	92	54	88	4	400	\$ 76,072
PROJECT TOTAL:			10	62	90	92	54	88	4	400	76,072

EEI STAFF

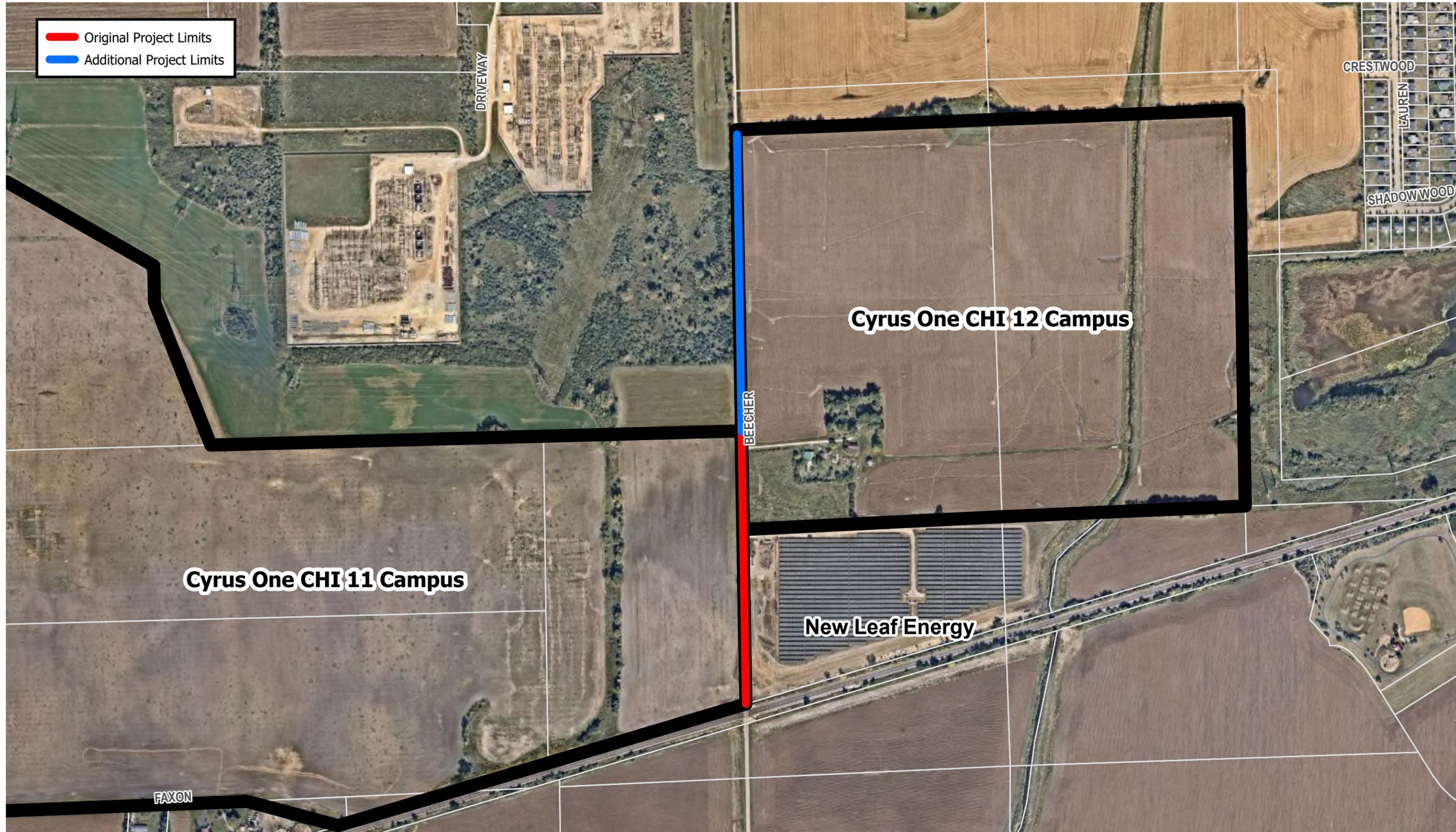
- PIC Principal In Charge
- PM Project Manager
- SPE 2 Senior Project Engineer II
- PE Project Engineer
- SPT 2 Senior Project Technician II
- SPT 1 Senior Project Technician I
- ADMIN Administrative Assistant

DIRECT EXPENSES	
Printing/Scanning =	\$ 250
DIRECT EXPENSES =	\$ 250

LABOR SUMMARY	
EEI Labor Expenses =	\$ 76,072
TOTAL LABOR EXPENSES	\$ 76,072

TOTAL COSTS	\$ 76,322
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Engineering Enterprises, Inc.



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



United City of Yorkville

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

NO.	DATE	REVISIONS

DATE:	FEBRUARY 2026
PROJECT NO.:	YO2436
BY:	MJT
PATH:	
FILE:	YO2436_Reconstruction_Maps



**ATTACHMENT E
 BEECHER ROAD
 RECONSTRUCTION
 LOCATION MAP**





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

Agenda Item Number

Public Works Committee #4

Tracking Number

PW 2026-24

Agenda Item Summary Memo

Title: 2026 Water Main Improvements – Contract Award

Meeting and Date: City Council – February 24, 2026

Synopsis: 2026 Water Main Improvements – Recommendation to Issue Notice of Intent to Award

Council Action Previously Taken:

Date of Action: PW – 2/17/26 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2026-24

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Notice of Intent to Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Jori Contrino, City Clerk
Rob Fredrickson, Finance Director

Date: February 17, 2026
Subject: 2026 Water Main Improvements

Bids were received, opened and tabulated for work to be done on the 2026 Water Main Improvements at 11:00 a.m., February 9, 2026. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. This project is a combination of water and roadway-related work. Water-related work consists of 90% of the work (\$4,742,452.55) and roadway 10% (\$515,955.45). The low bid was below our engineer's estimate.

This project is included in the Illinois Environmental Protection Agency's (IEPA) Intended Funding List to receive loan funding through the State Revolving Fund (SRF) Public Water Supply Loan Program (PWSLP). The next step is to issue the Notice of Intent to Award and submit it with the bid results and remaining final loan application documentation to the IEPA for approval, after which the final Notice of Award will be issued. Please note that the low bid amount is greater than the total requested loan amount of \$5,310,283.00 which includes design and construction engineering. Of this loan amount, \$4,167,900.00 is designated for construction. This means that the low bid of \$5,258,408.00 is higher than the loan amount for construction. However, the low bid includes \$515,955.45 that will not be funded by the loan program meaning that the water main portion of the bid is \$4,742,452.55. Given this value is still higher than the construction loan amount, a reduction in work must take place. This was anticipated as additional work was added to the project near the Colonial Parkway area.

The recommendation is to award the full contract value and then issue a change order to remove the portion of water main construction from Adrain, Blaine, and State Streets. This work will be pushed to 2028 when the rest of the nearby streets will also get new water main. This reduction will bring the water main portion of the Contract down to \$3,978,093.60 which is below the loan amount.

We recommend the acceptance of the bid and approval of the Notice of Intent to Award be made to the low bidder, Winner Excavating, Inc., 8845 Schoger Drive, Naperville, IL 60564, in the total amount of **\$5,258,408.00**.

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

Resolution No. 2026-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS APPROVING A BID TO REPLACE WATER MAINS**

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

WHEREAS, the City plans to replace old water mains throughout the City, as illustrated on the 2026 Water Main Improvements drawing, attached hereto as *Exhibit A* (the “*Project*”); and

WHEREAS, the Project is included in the Illinois Environmental Protection Agency’s (IEPA) Intended Funding List to receive loan funding through the State Revolving Fund (SRF) Public Water Supply Loan Program (the “*Program*”); and

WHEREAS, the City therefore desires to take advantage of the Program and replace the water mains with funding sourced through the Program; and

WHEREAS, in compliance with all applicable Illinois laws, bids were accepted to replace the City’s old water mains and conduct certain related roadway improvements and a public bid opening was held at 11:00 a.m. on February 9, 2026; and

WHEREAS, the City’s engineers and staff find that the lowest responsible bidder is Winninger Excavating, Inc., 8845 Schoger Drive, Naperville, IL 60564 (“*Winninger*”), with a total bid amount of \$5,258,408.00 (the “*Project Cost*”); and

WHEREAS, it has been recommended to the Corporate Authorities that the bid by Winninger be accepted, contingent on the City obtaining a loan through the Program; and

WHEREAS, a Notice of Intent to Award the bid must be issued to Winninger and submitted with the City’s loan application to IEPA for participation in the Program.

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

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

Section 2. The Corporate Authorities hereby find and declare that a bid by Winner Excavating, Inc., 8845 Schoger Drive, Naperville, IL 60564 to complete the Project at a cost of \$5,258,408.00 is the lowest responsible bid and therefore accept the bid, contingent on the City obtaining a loan through the Program.

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

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

NOTICE OF INTENT TO AWARD

TO: Winninger Excavating Inc.
8845 Schoger Drive
Naperville, IL 60564

PROJECT Description: 2026 Water Main Improvements; which consists of the installation of approximately 7,900 feet of 8-inch ductile iron water main, 2,240 feet of 12-inch ductile iron water main, all related appurtenances, curb and gutter removal and replacement, sidewalk removal and replacement, roadway resurfacing, and all other appurtenant work and materials necessary to complete the project.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated December 22, 2026, and Information for Bidders.

You are hereby notified that your BID has been accepted, contingent upon Illinois Environment Protection Agency (IEPA) approval, for items in the amount of \$ Five million two hundred fifty eight thousand four hundred and eight Dollars and 00/100 Cents \$(5,258,408.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this 17th day of February, 2026.

United City of Yorkville
Owner

By _____

Title Mayor



**BID TABULATION
2026 WATER MAIN IMPROVEMENTS
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 2/9/2026		Winniger Excavating, Inc. 8845 Schoger Drive Naperville, IL 60564		D. Construction, Inc. 1488 S. Broadway Coal City, IL-60416		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		Performance Const. & Eng., LLC 217 W. John Street Plano, IL-60545		J. Congdon Sewer Service, Inc. 170-A Alexandra Way Carol Stream, IL-60188		J & S Const. Sewer & Water Inc P.O. Box 760 Oswego, IL-60543		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL	UNIT	80	\$ 40.00	\$ 3,200.00	\$ 100.00	\$ 8,000.00	\$ 51.00	\$ 4,080.00	\$ 32.00	\$ 2,560.00	\$ 59.00	\$ 4,720.00	\$ 66.00	\$ 5,280.00	\$ 45.00	\$ 3,600.00
2	TREE REPLACEMENT	EACH	4	\$ 1,200.00	\$ 4,800.00	\$ 700.00	\$ 2,800.00	\$ 800.00	\$ 3,200.00	\$ 1,200.00	\$ 4,800.00	\$ 750.00	\$ 3,000.00	\$ 1,250.00	\$ 5,000.00	\$ 650.00	\$ 2,600.00
3	TREE ROOT PRUNING	EACH	49	\$ 150.00	\$ 7,350.00	\$ 200.00	\$ 9,800.00	\$ 110.00	\$ 5,390.00	\$ 105.00	\$ 5,145.00	\$ 115.00	\$ 5,635.00	\$ 50.00	\$ 2,450.00	\$ 150.00	\$ 7,350.00
4	BUSH AND SHRUB REMOVAL AND REPLACEMENT	EACH	22	\$ 250.00	\$ 5,500.00	\$ 100.00	\$ 2,200.00	\$ 300.00	\$ 6,600.00	\$ 75.00	\$ 1,650.00	\$ 150.00	\$ 3,300.00	\$ 330.00	\$ 7,260.00	\$ 250.00	\$ 5,500.00
5	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	7	\$ 6,000.00	\$ 42,000.00	\$ 3,400.00	\$ 23,800.00	\$ 7,000.00	\$ 49,000.00	\$ 6,500.00	\$ 45,500.00	\$ 9,000.00	\$ 63,000.00	\$ 7,900.00	\$ 55,300.00	\$ 7,000.00	\$ 49,000.00
6	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	17	\$ 4,800.00	\$ 81,600.00	\$ 3,000.00	\$ 51,000.00	\$ 4,000.00	\$ 68,000.00	\$ 6,500.00	\$ 110,500.00	\$ 8,000.00	\$ 136,000.00	\$ 5,750.00	\$ 97,750.00	\$ 5,500.00	\$ 93,500.00
7	CONNECTION TO EXISTING WATER MAIN, 6-INCH	EACH	2	\$ 4,600.00	\$ 9,200.00	\$ 2,500.00	\$ 5,000.00	\$ 3,000.00	\$ 6,000.00	\$ 5,500.00	\$ 11,000.00	\$ 7,000.00	\$ 14,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,500.00	\$ 9,000.00
8	PRESSURE CONNECTION WITH TAPPING SLEEVE, 8" TAPPING VALVE IN 60" VALVE VAULT	EACH	3	\$ 9,000.00	\$ 27,000.00	\$ 12,000.00	\$ 36,000.00	\$ 12,000.00	\$ 36,000.00	\$ 18,000.00	\$ 54,000.00	\$ 10,000.00	\$ 30,000.00	\$ 14,250.00	\$ 42,750.00	\$ 10,000.00	\$ 30,000.00
9	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	23	\$ 3,300.00	\$ 75,900.00	\$ 5,000.00	\$ 115,000.00	\$ 3,000.00	\$ 69,000.00	\$ 400.00	\$ 9,200.00	\$ 5,500.00	\$ 126,500.00	\$ 5,450.00	\$ 125,350.00	\$ 3,500.00	\$ 80,500.00
10	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	FOOT	2,240	\$ 190.00	\$ 425,600.00	\$ 190.00	\$ 425,600.00	\$ 200.00	\$ 448,000.00	\$ 225.00	\$ 504,000.00	\$ 180.00	\$ 403,200.00	\$ 225.00	\$ 504,000.00	\$ 200.00	\$ 448,000.00
11	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	FOOT	7,920	\$ 175.00	\$ 1,386,000.00	\$ 160.00	\$ 1,267,200.00	\$ 180.00	\$ 1,425,600.00	\$ 215.00	\$ 1,702,800.00	\$ 170.00	\$ 1,346,400.00	\$ 200.00	\$ 1,584,000.00	\$ 170.00	\$ 1,346,400.00
12	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 6-INCH	FOOT	475	\$ 165.00	\$ 78,375.00	\$ 145.00	\$ 68,875.00	\$ 160.00	\$ 76,000.00	\$ 145.00	\$ 68,875.00	\$ 140.00	\$ 66,500.00	\$ 155.00	\$ 73,625.00	\$ 150.00	\$ 71,250.00
13	WATER MAIN, D.I.P., CLASS 52, HDSS RESTRAINED, 8-INCH, DIRECTIONALLY DRILLED	FOOT	300	\$ 176.00	\$ 52,800.00	\$ 200.00	\$ 60,000.00	\$ 200.00	\$ 60,000.00	\$ 330.00	\$ 99,000.00	\$ 230.00	\$ 69,000.00	\$ 185.00	\$ 55,500.00	\$ 160.00	\$ 48,000.00
14	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 12-INCH	EACH	9	\$ 9,000.00	\$ 81,000.00	\$ 12,000.00	\$ 108,000.00	\$ 11,000.00	\$ 99,000.00	\$ 12,000.00	\$ 108,000.00	\$ 6,000.00	\$ 54,000.00	\$ 8,250.00	\$ 74,250.00	\$ 10,000.00	\$ 90,000.00
15	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	EACH	26	\$ 6,700.00	\$ 174,200.00	\$ 9,600.00	\$ 249,600.00	\$ 7,800.00	\$ 202,800.00	\$ 10,100.00	\$ 262,600.00	\$ 5,000.00	\$ 130,000.00	\$ 6,000.00	\$ 156,000.00	\$ 7,500.00	\$ 195,000.00
16	GATE VALVE (RESILIENT SEAT) IN 48" VAULT, 6-INCH	EACH	2	\$ 5,500.00	\$ 11,000.00	\$ 7,000.00	\$ 14,000.00	\$ 6,000.00	\$ 12,000.00	\$ 5,600.00	\$ 11,200.00	\$ 4,500.00	\$ 9,000.00	\$ 4,800.00	\$ 9,600.00	\$ 6,500.00	\$ 13,000.00
17	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	29	\$ 10,000.00	\$ 290,000.00	\$ 9,000.00	\$ 261,000.00	\$ 8,000.00	\$ 232,000.00	\$ 10,750.00	\$ 311,750.00	\$ 15,000.00	\$ 435,000.00	\$ 8,500.00	\$ 246,500.00	\$ 10,000.00	\$ 290,000.00
18	DUCTILE IRON FITTINGS	POUND	11,900	\$ 0.01	\$ 119.00	\$ 0.01	\$ 119.00	\$ 0.01	\$ 119.00	\$ 8.50	\$ 101,150.00	\$ 0.01	\$ 119.00	\$ 16.00	\$ 190,400.00	\$ 5.00	\$ 59,500.00
19	FIELD LOK GASKETS	EACH	5	\$ 200.00	\$ 1,000.00	\$ 500.00	\$ 2,500.00	\$ 700.00	\$ 3,500.00	\$ 145.00	\$ 725.00	\$ 150.00	\$ 750.00	\$ 280.00	\$ 1,400.00	\$ 500.00	\$ 2,500.00
20	WATER MAIN PROTECTION, PVC WATER MAIN EQUIVALENT CASING PIPE, 15-INCH	FOOT	180	\$ 60.00	\$ 10,800.00	\$ 200.00	\$ 36,000.00	\$ 125.00	\$ 22,500.00	\$ 120.00	\$ 21,600.00	\$ 50.00	\$ 9,000.00	\$ 173.00	\$ 31,140.00	\$ 130.00	\$ 23,400.00
21	WATER MAIN PROTECTION, PVC WATER MAIN EQUIVALENT CASING PIPE, 24-INCH	FOOT	22	\$ 100.00	\$ 2,200.00	\$ 300.00	\$ 6,600.00	\$ 225.00	\$ 4,950.00	\$ 195.00	\$ 4,290.00	\$ 65.00	\$ 1,430.00	\$ 325.00	\$ 7,150.00	\$ 180.00	\$ 3,960.00
22	12-INCH CMP REMOVAL AND REPLACEMENT	FOOT	112	\$ 70.00	\$ 7,840.00	\$ 100.00	\$ 11,200.00	\$ 100.00	\$ 11,200.00	\$ 55.00	\$ 6,160.00	\$ 80.00	\$ 8,960.00	\$ 80.00	\$ 8,960.00	\$ 75.00	\$ 8,400.00
23	10-INCH CMP REMOVAL AND REPLACEMENT	FOOT	20	\$ 65.00	\$ 1,300.00	\$ 100.00	\$ 2,000.00	\$ 95.00	\$ 1,900.00	\$ 65.00	\$ 1,300.00	\$ 75.00	\$ 1,500.00	\$ 90.00	\$ 1,800.00	\$ 70.00	\$ 1,400.00
24	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL	TON	150	\$ 50.00	\$ 7,500.00	\$ 71.00	\$ 10,650.00	\$ 60.00	\$ 9,000.00	\$ 33.00	\$ 4,950.00	\$ 35.00	\$ 5,250.00	\$ 106.00	\$ 15,900.00	\$ 50.00	\$ 7,500.00
25	FOUNDATION MATERIAL	CUYD	200	\$ 0.01	\$ 2.00	\$ 60.00	\$ 12,000.00	\$ 1.00	\$ 200.00	\$ 80.00	\$ 16,000.00	\$ 55.00	\$ 11,000.00	\$ 200.00	\$ 40,000.00	\$ 25.00	\$ 5,000.00
26	EXPLORATORY EXCAVATION	EACH	3	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1.00	\$ 3.00	\$ 400.00	\$ 1,200.00	\$ 550.00	\$ 1,650.00	\$ 6,500.00	\$ 19,500.00	\$ 500.00	\$ 1,500.00
27	WATER SERVICE CONNECTION, 1-INCH	EACH	143	\$ 3,400.00	\$ 486,200.00	\$ 1,500.00	\$ 214,500.00	\$ 3,500.00	\$ 500,500.00	\$ 3,000.00	\$ 429,000.00	\$ 4,000.00	\$ 572,000.00	\$ 2,700.00	\$ 386,100.00	\$ 2,500.00	\$ 357,500.00
28	WATER SERVICE CONNECTION, SPECIAL	EACH	18	\$ 2,900.00	\$ 52,200.00	\$ 2,500.00	\$ 45,000.00	\$ 2,000.00	\$ 36,000.00	\$ 4,500.00	\$ 81,000.00	\$ 4,500.00	\$ 81,000.00	\$ 3,750.00	\$ 67,500.00	\$ 3,000.00	\$ 54,000.00
29	WATER SERVICE PIPE, 6-INCH DIP	FOOT	15	\$ 350.00	\$ 5,250.00	\$ 300.00	\$ 4,500.00	\$ 200.00	\$ 3,000.00	\$ 135.00	\$ 2,025.00	\$ 150.00	\$ 2,250.00	\$ 330.00	\$ 4,950.00	\$ 200.00	\$ 3,000.00
30	WATER SERVICE PIPE, PEX, 1-INCH	FOOT	2,963	\$ 2.00	\$ 5,926.00	\$ 50.00	\$ 148,150.00	\$ 10.00	\$ 29,630.00	\$ 5.00	\$ 14,815.00	\$ 0.01	\$ 29.63	\$ 71.00	\$ 210,373.00	\$ 30.00	\$ 88,890.00
31	WATER SERVICE PIPE, PEX, 1-INCH (HORIZONTAL DIRECTIONAL DRILLED)	FOOT	2,705	\$ 22.00	\$ 59,510.00	\$ 60.00	\$ 162,300.00	\$ 10.00	\$ 27,050.00	\$ 40.00	\$ 108,200.00	\$ 0.01	\$ 27.05	\$ 100.00	\$ 270,500.00	\$ 40.00	\$ 108,200.00
32	SERVICE BOX COVER (SPECIAL)	EACH	3	\$ 300.00	\$ 900.00	\$ 500.00	\$ 1,500.00	\$ 300.00	\$ 900.00	\$ 220.00	\$ 660.00	\$ 500.00	\$ 1,500.00	\$ 800.00	\$ 2,400.00	\$ 400.00	\$ 1,200.00
33	VALVE VAULT TO BE ABANDONED	EACH	17	\$ 750.00	\$ 12,750.00	\$ 1,000.00	\$ 17,000.00	\$ 700.00	\$ 11,900.00	\$ 700.00	\$ 11,900.00	\$ 350.00	\$ 5,950.00	\$ 2,000.00	\$ 34,000.00	\$ 400.00	\$ 6,800.00
34	VALVE VAULT TO BE REMOVED	EACH	4	\$ 750.00	\$ 3,000.00	\$ 1,000.00	\$ 4,000.00	\$ 700.00	\$ 2,800.00	\$ 1,800.00	\$ 7,200.00	\$ 450.00	\$ 1,800.00	\$ 4,800.00	\$ 19,200.00	\$ 700.00	\$ 2,800.00
35	VALVE BOX TO BE ABANDONED	EACH	18	\$ 110.00	\$ 1,980.00	\$ 500.00	\$ 9,000.00	\$ 50.00	\$ 900.00	\$ 75.00	\$ 1,350.00	\$ 100.00	\$ 1,800.00	\$ 700.00	\$ 12,600.00	\$ 250.00	\$ 4,500.00



**BID TABULATION
2026 WATER MAIN IMPROVEMENTS
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 2/9/2026		Winniger Excavating, Inc. 8845 Schoger Drive Naperville, IL 60564		D. Construction, Inc. 1488 S. Broadway Coal City, IL-60416		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		Performance Const. & Eng., LLC 217 W. John Street Plano, IL-60545		J. Congdon Sewer Service, Inc. 170-A Alexandra Way Carol Stream, IL-60188		J & S Const. Sewer & Water Inc P.O. Box 760 Oswego, IL-60543		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
36	VALVE BOX TO BE REMOVED	EACH	3	\$ 110.00	\$ 330.00	\$ 500.00	\$ 1,500.00	\$ 50.00	\$ 150.00	\$ 120.00	\$ 360.00	\$ 100.00	\$ 300.00	\$ 3,100.00	\$ 9,300.00	\$ 300.00	\$ 900.00
37	FIRE HYDRANT TO BE REMOVED	EACH	23	\$ 750.00	\$ 17,250.00	\$ 2,500.00	\$ 57,500.00	\$ 1,000.00	\$ 23,000.00	\$ 725.00	\$ 16,675.00	\$ 350.00	\$ 8,050.00	\$ 2,150.00	\$ 49,450.00	\$ 1,000.00	\$ 23,000.00
38	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	10	\$ 900.00	\$ 9,000.00	\$ 2,500.00	\$ 25,000.00	\$ 700.00	\$ 7,000.00	\$ 600.00	\$ 6,000.00	\$ 250.00	\$ 2,500.00	\$ 1,350.00	\$ 13,500.00	\$ 1,000.00	\$ 10,000.00
39	INLET PROTECTION	EACH	31	\$ 50.00	\$ 1,550.00	\$ 220.00	\$ 6,820.00	\$ 180.00	\$ 5,580.00	\$ 240.00	\$ 7,440.00	\$ 50.00	\$ 1,550.00	\$ 380.00	\$ 11,780.00	\$ 150.00	\$ 4,650.00
40	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LSUM	1	\$ 30,000.00	\$ 30,000.00	\$ 0.01	\$ 0.01	\$ 10,000.00	\$ 10,000.00	\$ 30,500.00	\$ 30,500.00	\$ 5,000.00	\$ 5,000.00	\$ 65,000.00	\$ 65,000.00	\$ 25,000.00	\$ 25,000.00
41	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQYD	1,500	\$ 2.00	\$ 3,000.00	\$ 3.00	\$ 4,500.00	\$ 3.00	\$ 4,500.00	\$ 5.00	\$ 7,500.00	\$ 6.00	\$ 9,000.00	\$ 2.20	\$ 3,300.00	\$ 3.00	\$ 4,500.00
42	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CUYD	500	\$ 25.00	\$ 12,500.00	\$ 30.00	\$ 15,000.00	\$ 35.00	\$ 17,500.00	\$ 53.00	\$ 26,500.00	\$ 68.00	\$ 34,000.00	\$ 68.00	\$ 34,000.00	\$ 45.00	\$ 22,500.00
43	AGGREGATE SUBGRADE IMPROVEMENT	CUYD	500	\$ 50.00	\$ 25,000.00	\$ 60.00	\$ 30,000.00	\$ 35.00	\$ 17,500.00	\$ 65.00	\$ 32,500.00	\$ 28.00	\$ 14,000.00	\$ 78.00	\$ 39,000.00	\$ 45.00	\$ 22,500.00
44	PREPARATION OF BASE	SQYD	25,535	\$ 0.60	\$ 15,321.00	\$ 2.00	\$ 51,070.00	\$ 1.00	\$ 25,535.00	\$ 0.50	\$ 12,767.50	\$ 5.00	\$ 127,675.00	\$ 0.56	\$ 14,299.60	\$ 1.00	\$ 25,535.00
45	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQYD	18,855	\$ 2.00	\$ 37,710.00	\$ 3.20	\$ 60,336.00	\$ 3.00	\$ 56,565.00	\$ 2.75	\$ 51,851.25	\$ 3.50	\$ 65,992.50	\$ 3.10	\$ 58,450.50	\$ 3.00	\$ 56,565.00
46	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQYD	12,900	\$ 4.50	\$ 58,050.00	\$ 5.40	\$ 69,660.00	\$ 5.00	\$ 64,500.00	\$ 4.50	\$ 58,050.00	\$ 5.50	\$ 70,950.00	\$ 5.10	\$ 65,790.00	\$ 5.00	\$ 64,500.00
47	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQYD	602	\$ 25.00	\$ 15,050.00	\$ 20.00	\$ 12,040.00	\$ 23.00	\$ 13,846.00	\$ 21.00	\$ 12,642.00	\$ 10.00	\$ 6,020.00	\$ 23.50	\$ 14,147.00	\$ 20.00	\$ 12,040.00
48	HOT-MIX ASPHALT PAVEMENT REMOVAL - FULL DEPTH WATER MAIN TRENCH	SQYD	6,950	\$ 3.60	\$ 25,020.00	\$ 14.00	\$ 97,300.00	\$ 4.00	\$ 27,800.00	\$ 3.55	\$ 24,672.50	\$ 5.00	\$ 34,750.00	\$ 10.50	\$ 72,975.00	\$ 5.00	\$ 34,750.00
49	ROADWAY EDGE SEALING	FOOT	9,700	\$ 1.00	\$ 9,700.00	\$ 3.00	\$ 29,100.00	\$ 1.00	\$ 9,700.00	\$ 0.85	\$ 8,245.00	\$ 5.00	\$ 48,500.00	\$ 0.95	\$ 9,215.00	\$ 2.00	\$ 19,400.00
50	BITUMINOUS MATERIALS (TACK COAT)	POUND	12,900	\$ 0.01	\$ 129.00	\$ 0.01	\$ 129.00	\$ 0.01	\$ 129.00	\$ 0.01	\$ 129.00	\$ 0.50	\$ 6,450.00	\$ 0.01	\$ 129.00	\$ 0.10	\$ 1,290.00
51	HOT-MIX ASPHALT BINDER COURSE, IL-19, N50	TON	1,855	\$ 90.00	\$ 166,950.00	\$ 90.00	\$ 166,950.00	\$ 93.00	\$ 172,515.00	\$ 85.00	\$ 157,675.00	\$ 90.00	\$ 166,950.00	\$ 96.00	\$ 178,080.00	\$ 85.00	\$ 157,675.00
52	HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', N50	TON	3,130	\$ 93.00	\$ 291,090.00	\$ 93.00	\$ 291,090.00	\$ 97.00	\$ 303,610.00	\$ 89.00	\$ 278,570.00	\$ 95.00	\$ 297,350.00	\$ 100.00	\$ 313,000.00	\$ 90.00	\$ 281,700.00
53	CLASS D PATCHING, 4"	SQYD	5,225	\$ 36.00	\$ 188,100.00	\$ 45.00	\$ 235,125.00	\$ 48.00	\$ 250,800.00	\$ 38.00	\$ 198,550.00	\$ 40.00	\$ 209,000.00	\$ 43.00	\$ 224,675.00	\$ 45.00	\$ 235,125.00
54	CLASS D PATCHING, 6"	SQYD	1,531	\$ 50.00	\$ 76,550.00	\$ 68.00	\$ 104,108.00	\$ 61.00	\$ 93,391.00	\$ 51.00	\$ 78,081.00	\$ 55.00	\$ 84,205.00	\$ 57.50	\$ 88,032.50	\$ 55.00	\$ 84,205.00
55	PORTLAND CEMENT CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SQYD	210	\$ 77.00	\$ 16,170.00	\$ 120.00	\$ 25,200.00	\$ 155.00	\$ 32,550.00	\$ 140.00	\$ 29,400.00	\$ 198.00	\$ 41,580.00	\$ 170.00	\$ 35,700.00	\$ 250.00	\$ 52,500.00
56	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT	SQFT	5,825	\$ 13.00	\$ 75,725.00	\$ 15.00	\$ 87,375.00	\$ 15.00	\$ 87,375.00	\$ 13.00	\$ 75,725.00	\$ 15.00	\$ 87,375.00	\$ 17.00	\$ 99,025.00	\$ 15.00	\$ 87,375.00
57	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	1,215	\$ 54.00	\$ 65,610.00	\$ 50.00	\$ 60,750.00	\$ 62.00	\$ 75,330.00	\$ 56.00	\$ 68,040.00	\$ 55.00	\$ 66,825.00	\$ 82.00	\$ 99,630.00	\$ 50.00	\$ 60,750.00
58	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	2,130	\$ 7.60	\$ 16,188.00	\$ 10.00	\$ 21,300.00	\$ 12.00	\$ 25,560.00	\$ 10.25	\$ 21,832.50	\$ 12.00	\$ 25,560.00	\$ 11.50	\$ 24,495.00	\$ 5.00	\$ 10,650.00
59	COMBINATION CONCRETE CURB AND GUTTER REPLACEMENT B4.12	FOOT	2,130	\$ 42.00	\$ 89,460.00	\$ 40.00	\$ 85,200.00	\$ 35.00	\$ 74,550.00	\$ 28.50	\$ 60,705.00	\$ 45.00	\$ 95,850.00	\$ 35.00	\$ 74,550.00	\$ 40.00	\$ 85,200.00
60	SANITARY MANHOLE TO BE ADJUSTED	EACH	20	\$ 1,150.00	\$ 23,000.00	\$ 1,600.00	\$ 32,000.00	\$ 1,500.00	\$ 30,000.00	\$ 2,100.00	\$ 42,000.00	\$ 1,050.00	\$ 21,000.00	\$ 1,500.00	\$ 30,000.00	\$ 1,000.00	\$ 20,000.00
61	MANHOLE TO BE ADJUSTED	EACH	5	\$ 750.00	\$ 3,750.00	\$ 900.00	\$ 4,500.00	\$ 500.00	\$ 2,500.00	\$ 2,400.00	\$ 12,000.00	\$ 920.00	\$ 4,600.00	\$ 1,450.00	\$ 7,250.00	\$ 500.00	\$ 2,500.00
62	INLET TO BE ADJUSTED	EACH	20	\$ 650.00	\$ 13,000.00	\$ 900.00	\$ 18,000.00	\$ 500.00	\$ 10,000.00	\$ 1,300.00	\$ 26,000.00	\$ 890.00	\$ 17,800.00	\$ 775.00	\$ 15,500.00	\$ 550.00	\$ 11,000.00
63	VALVE BOX TO BE ADJUSTED	EACH	6	\$ 170.00	\$ 1,020.00	\$ 500.00	\$ 3,000.00	\$ 100.00	\$ 600.00	\$ 500.00	\$ 3,000.00	\$ 550.00	\$ 3,300.00	\$ 515.00	\$ 3,090.00	\$ 300.00	\$ 1,800.00
64	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQYD	723	\$ 51.00	\$ 36,873.00	\$ 40.00	\$ 28,920.00	\$ 49.00	\$ 35,427.00	\$ 44.00	\$ 31,812.00	\$ 45.00	\$ 32,535.00	\$ 33.00	\$ 23,859.00	\$ 45.00	\$ 32,535.00
65	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SQYD	471	\$ 135.00	\$ 63,585.00	\$ 90.00	\$ 42,390.00	\$ 130.00	\$ 61,230.00	\$ 120.00	\$ 56,520.00	\$ 153.00	\$ 72,063.00	\$ 135.00	\$ 63,585.00	\$ 100.00	\$ 47,100.00
66	AGGREGATE BASE COURSE TYPE B	TON	75	\$ 62.00	\$ 4,650.00	\$ 40.00	\$ 3,000.00	\$ 58.00	\$ 4,350.00	\$ 53.00	\$ 3,975.00	\$ 45.00	\$ 3,375.00	\$ 59.00	\$ 4,425.00	\$ 100.00	\$ 7,500.00
67	DETECTABLE WARNING	SQFT	105	\$ 35.00	\$ 3,675.00	\$ 40.00	\$ 4,200.00	\$ 45.00	\$ 4,725.00	\$ 34.00	\$ 3,570.00	\$ 40.00	\$ 4,200.00	\$ 38.00	\$ 3,990.00	\$ 35.00	\$ 3,675.00
68	MAILBOX TO BE REMOVED AND RESET	EACH	60	\$ 250.00	\$ 15,000.00	\$ 200.00	\$ 12,000.00	\$ 100.00	\$ 6,000.00	\$ 150.00	\$ 9,000.00	\$ 250.00	\$ 15,000.00	\$ 172.00	\$ 10,320.00	\$ 250.00	\$ 15,000.00
69	SIGN TO BE REMOVED AND RESET	EACH	10	\$ 300.00	\$ 3,000.00	\$ 500.00	\$ 5,000.00	\$ 100.00	\$ 1,000.00	\$ 130.00	\$ 1,300.00	\$ 250.00	\$ 2,500.00	\$ 172.00	\$ 1,720.00	\$ 300.00	\$ 3,000.00
70	BRICK PAVER REMOVAL AND RESET	SQYD	15	\$ 300.00	\$ 4,500.00	\$ 100.00	\$ 1,500.00	\$ 100.00	\$ 1,500.00	\$ 195.00	\$ 2,925.00	\$ 20.00	\$ 300.00	\$ 197.00	\$ 2,955.00	\$ 60.00	\$ 900.00



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2026 WATER MAIN IMPROVEMENTS
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 2/9/2026		Winniger Excavating, Inc. 8845 Schoger Drive Naperville, IL 60564		D. Construction, Inc. 1488 S. Broadway Coal City, IL-60416		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		Performance Const. & Eng., LLC 217 W. John Street Plano, IL-60545		J. Congdon Sewer Service, Inc. 170-A Alexandra Way Carol Stream, IL-60188		J & S Const. Sewer & Water Inc P.O. Box 760 Oswego, IL-60543		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
71	LANDSCAPING TO BE REMOVED AND RESET	EACH	11	\$ 300.00	\$ 3,300.00	\$ 1,000.00	\$ 11,000.00	\$ 600.00	\$ 6,600.00	\$ 275.00	\$ 3,025.00	\$ 500.00	\$ 5,500.00	\$ 280.00	\$ 3,080.00	\$ 600.00	\$ 6,600.00
72	CHAINLINK FENCE TO BE REMOVED AND RESET	FOOT	20	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00	\$ 103.00	\$ 2,060.00	\$ 300.00	\$ 6,000.00
73	RESTORATION	SQYD	9,775	\$ 7.00	\$ 68,425.00	\$ 12.00	\$ 117,300.00	\$ 12.00	\$ 117,300.00	\$ 13.00	\$ 127,075.00	\$ 16.00	\$ 156,400.00	\$ 13.25	\$ 129,518.75	\$ 12.00	\$ 117,300.00
74	THERMOPLASTIC PAVEMENT MARKING - LINE 24" - WHITE	FOOT	130	\$ 12.00	\$ 1,560.00	\$ 20.00	\$ 2,600.00	\$ 10.00	\$ 1,300.00	\$ 11.00	\$ 1,430.00	\$ 11.00	\$ 1,430.00	\$ 13.25	\$ 1,722.50	\$ 15.00	\$ 1,950.00
75	THERMOPLASTIC PAVEMENT MARKING - LINE 6" - WHITE	FOOT	545	\$ 3.00	\$ 1,635.00	\$ 10.00	\$ 5,450.00	\$ 8.00	\$ 4,360.00	\$ 7.25	\$ 3,951.25	\$ 7.25	\$ 3,951.25	\$ 10.00	\$ 5,450.00	\$ 10.00	\$ 5,450.00
76	PAINT PAVEMENT MARKING - LINE 6" - YELLOW	FOOT	1,160	\$ 3.00	\$ 3,480.00	\$ 6.00	\$ 6,960.00	\$ 4.00	\$ 4,640.00	\$ 2.10	\$ 2,436.00	\$ 2.10	\$ 2,436.00	\$ 1.55	\$ 1,798.00	\$ 8.00	\$ 9,280.00
77	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 342,500.00	\$ 342,500.00	\$ 102,677.00	\$ 102,677.00	\$ 450,000.00	\$ 450,000.00	\$ 136,742.00	\$ 136,742.00	\$ 668,000.00	\$ 668,000.00	\$ 60,000.00	\$ 60,000.00	\$ 85,000.00	\$ 85,000.00
78	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,200.00	\$ 2,200.00	\$ 750.00	\$ 750.00
TOTAL (Items 1 - 78)																	
					\$ 5,258,408.00		\$ 5,338,044.01		\$ 5,611,740.00		\$ 5,858,777.00		\$ 6,130,593.43		\$ 6,348,534.85		\$ 5,282,400.00

% BELOW/ABOVE ENGINEER'S ESTIMATE

Highlighted box indicates updated total from bid.

-0.5%

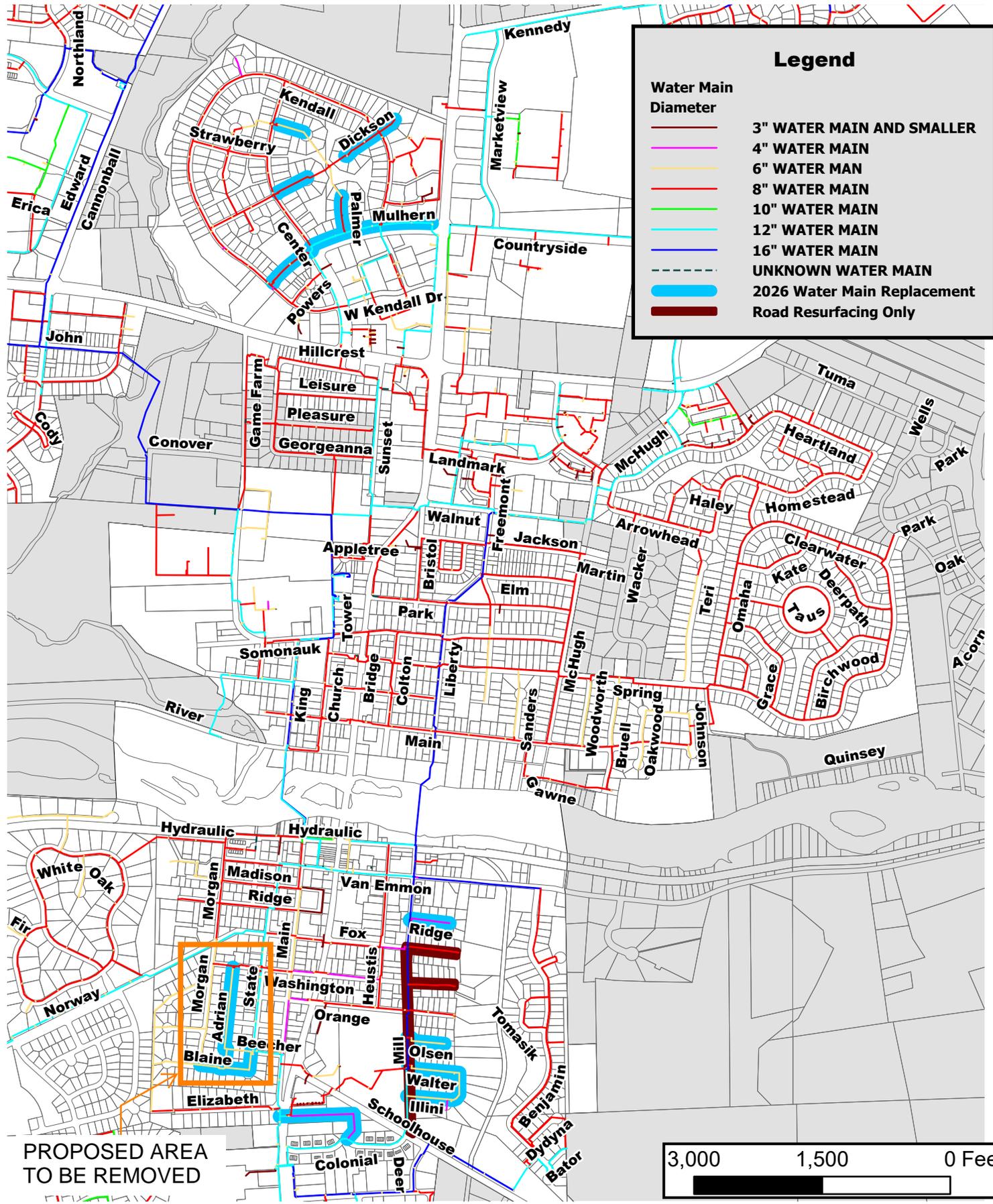
1.1%

6.2%

10.9%

16.1%

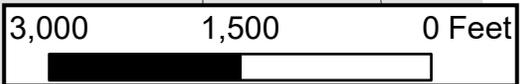
20.2%



Legend

Water Main Diameter	
—	3" WATER MAIN AND SMALLER
—	4" WATER MAIN
—	6" WATER MAIN
—	8" WATER MAIN
—	10" WATER MAIN
—	12" WATER MAIN
—	16" WATER MAIN
- - -	UNKNOWN WATER MAIN
—	2026 Water Main Replacement
—	Road Resurfacing Only

PROPOSED AREA TO BE REMOVED



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

DATE:	JANUARY 2026
PROJECT NO.:	YO2509
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2025\
FILE:	YO2509_2025 Water Main Replacement & Resurfacing.aprx

**LOCATION MAP
 2026 WATER MAIN
 IMPROVEMENTS**





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

Agenda Item Number

Public Works Committee #5

Tracking Number

PW 2026-25

Agenda Item Summary Memo

Title: 2026 Water Main Replacement Construction Engineering Agreement

Meeting and Date: City Council – February 24, 2026

Synopsis: EEI proposing a construction engineering agreement for the 2026 water main Replacement.

Council Action Previously Taken:

Date of Action: PW – 2/17/26 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2026-25

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: February 9, 2026
Subject: 2026 Water Main Repl. Construction Engineering Proposal

Summary

A proposed construction engineering agreement from EEI for the 2026 Water Main Replacement Program.

Background

In an ongoing effort to reduce our non-revenue water loss to under 10% as required by our Lake Michigan water allocation, we are continuing to replace older, cast iron water main that is prone to water main breaks and leaks. This will be the third year of aggressively replacing water main throughout town. The proposed areas of replacement include Adrian, Blaine, Illini, Walter, Olsen, and E. Ridge. In addition, we will be replacing the rear yard mains in Countryside and replacing a main that runs from Rt. 47 to the Penny Lane Apartments. The Penny Lane water main will also be tied into Colonial Parkway instead of being a very long dead end, which it is now.

The design for this project was approved in March of 2025 and is now complete. Bids are being opened on 2/9 and the contract award will also be on the PW committee agenda in February for recommendation to the City Council.

EEI is proposing an hourly rate contract for construction engineering services, estimated at \$397,830 with an additional \$21,665 estimated for direct expenses. Currently, there is \$425,000 budgeted for this service in the approved FY26 budget.

Recommendation

Staff recommends approval of this contract.

Resolution No. 2026-_____

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

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

WHEREAS, the City's Public Works Department plans to replace water mains, as well as roadway resurfacing, sidewalk, curb, and gutter improvements, located along Naden Court, Blackberry Lane, Dickson Court, Palmer Court, Countryside Parkway, E. Ridge Street, Fox Road, Washington Street, Olsen street, Walter Street, Illini Drive, and Mill Street (the "Project"); and

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

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

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

WHEREAS, the City administration recommends approval of the Agreement.

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute an *Agreement for Professional Services – 2026 Water Main Improvements – Construction Engineering*, attached hereto as *Exhibit A*.

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

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

Agreement for Professional Services 2026 Water Main Improvements

Construction Engineering

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

A. Services:

The ENGINEER shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Construction engineering will be provided for approximately 475 linear feet of 6-inch, 8,520 linear feet of 8-inch and 2,440 linear feet of 12-inch ductile iron water main and related appurtenances, as well as road way resurfacing, sidewalk, and curb and gutter improvements along Naden Court, Blackberry Lane, Dickson Court, Palmer Court, Countryside Parkway, E. Ridge Street, Fox Road, Washington Street, Olsen street, Walter Street, Illini Drive, and Mill Street. (See Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services performed to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$397,830. Direct expenses are estimated at \$21,655. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every 30 days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any



change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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



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

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

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

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

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

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

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with



requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: United States Citizen Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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



- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimated Level of Effort and Associated Cost
- Attachment D:** Location Exhibit
- Attachment E:** Anticipated Project Schedule
- Attachment F:** Standard Schedule of Charges
- Attachment G:** EPA Certification of Debarment, Suspension, and Other Responsibility Matters
- Attachment H:** IEPA Professional Services Contract Clauses
- Attachment I:** WIFIA Professional Services Contract Clauses

L. Notices:

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

For the City:

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

For the Contractor:

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

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

Agreed to this ___ day of _____, 2026.

United City of Yorkville:

Engineering Enterprises, Inc.:

*John Purcell
Mayor*

*Brad Sanderson, P.E.
Chief Operating Officer / President*

*Jori Contrino
City Clerk*

*Angie Smith
Dir. of Marketing & Bus. Development*



STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

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

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

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

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

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

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

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

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

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



**2026 Water Main Improvements
United City of Yorkville, IL
Professional Services Agreement - Construction Engineering**

Attachment B – Scope of Services

The United City of Yorkville intends to install approximately 475 linear feet of 6-inch, 8,520 linear feet of 8-inch and 2,440 linear feet of 12-inch ductile iron water main and related appurtenances, as well as roadway resurfacing, sidewalk, and curb and gutter improvements along Naden Court, Blackberry Lane, Dickson Court, Palmer Court, Countryside Parkway, E. Ridge Street, Fox Road, Washington Street, Olsen street, Walter Street, Illini Drive, and Mill Street.

CONSTRUCTION ENGINEERING – 2026 WATER MAIN IMPROVEMENTS

3.1 Construction Administration

- Prepare for, Attend and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Prepare and Handout Construction Notice Flyers to Residents Including Temporary Water Loss Notices
- Coordinate with City Services (Garbage, Mail, Etc.)
- Review Engineering Plans, Specifications and Prepare Field Book
- Prepare Pay Estimates and Change Orders
- Gather Invoices and Waivers of Lien
- Provide Weekly Updates to City or as Required Based on Onsite Activities
- Ensure Proper Documentation and Execution of WIFIA and SRF Loan Documents

3.2 Construction Layout and Record Drawings

- Stake Proposed Water Main
- Perform Post Construction Field Survey for Record Drawings
- Prepare and Review Record Drawings

3.3 Construction Observation and Documentation

- Review Staked Water Main
- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Resident Engineer Services for Construction
- Coordinate Any Required Testing on Behalf of the City and Review Test Reports
- Provide Quantity Tracking, Documentation and Daily Field Reports
- Perform Punch Walks, Prepare Punch List Letters and Provide Follow Up Inspections and Recommend Acceptance When Appropriate (2 Each)
- Prepare Project Closeout Paperwork

The following scope of services will be provided by EEI's Subconsultant when selected:

- Material Testing for Quality Assurance

The above scope for "2026 Water Main Improvements" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



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

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2509-P	
PROJECT TITLE		DATE	PREPARED BY
2026 Water Main Improvements		2/6/26	KDW

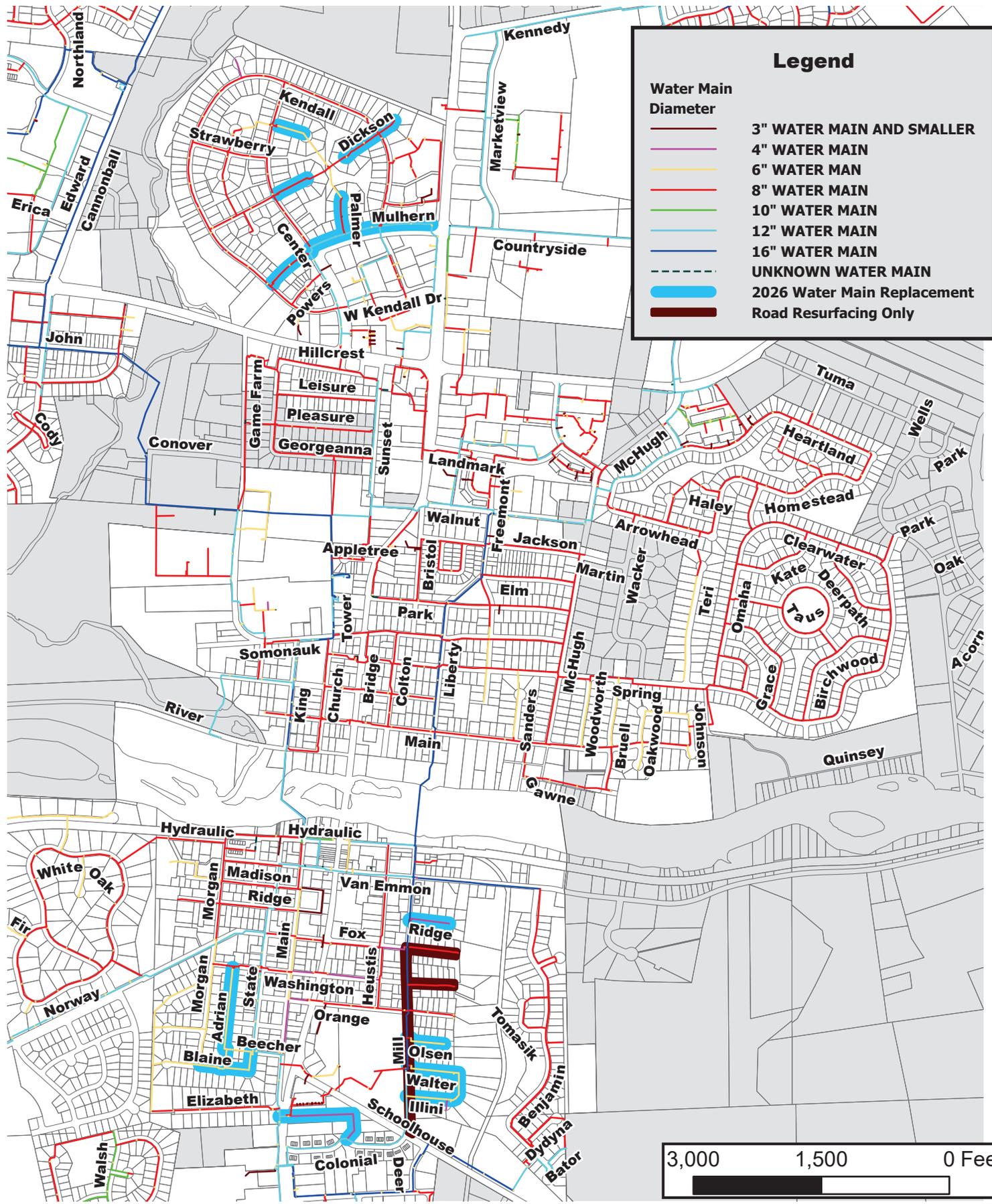
TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PT	SPT2	PM	SPT2	PE	ADMIN	HOURS	COST
		RATE	\$256	\$218	\$159	\$171	\$218	\$182	\$146	\$75		
CONSTRUCTION ENGINEERING												
3.1	Contract Administration		10	107	25	36	-	-	-	2	180	\$ 36,167
3.2	Construction Layout and Record Drawings		-	4	-	8	-	90	45	-	147	\$ 25,190
3.3	Observation and Documentation		2	36	753	1,216	-	-	-	6	2,013	\$336,473
Construction Engineering Subtotal:			12	147	778	1,260	-	90	45	8	2,340	\$397,830
PROJECT TOTAL:			12	147	778	1,260	-	90	45	8	2,340	397,830

DIRECT EXPENSES	
Printing/Postage =	\$ 250
Vehicle =	\$ 15,405
Material Testing =	\$ 6,000
Environmental Assessment =	\$ -
DIRECT EXPENSES =	\$ 21,655

LABOR SUMMARY	
EEl Labor Expenses =	\$374,880
Surveying Expenses =	\$ 22,950
Drafting Expenses =	\$ -
TOTAL LABOR EXPENSES	\$397,830

TOTAL COSTS	\$419,485
--------------------	------------------





Legend

Water Main Diameter	
—	3" WATER MAIN AND SMALLER
—	4" WATER MAIN
—	6" WATER MAIN
—	8" WATER MAIN
—	10" WATER MAIN
—	12" WATER MAIN
—	16" WATER MAIN
- - -	UNKNOWN WATER MAIN
█	2026 Water Main Replacement
█	Road Resurfacing Only



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

DATE:	JANUARY 2026
PROJECT NO.:	YO2509
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2025\
FILE:	YO2509_2025 Water Main Replacement & Resurfacing.aprx

**ATTACHMENT D
 2026 WATER MAIN
 IMPROVEMENTS**



ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2509-P	
PROJECT TITLE		DATE	PREPARED BY
2026 Water Main Improvements		1/29/26	AMN

TASK NO.	TASK DESCRIPTION	2026						2027					
		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY
		CONSTRUCTION ENGINEERING											
3.1	Contract Administration												
3.2	Construction Layout and Record Drawings												
3.3	Observation and Documentation												





ENGINEERING ENTERPRISES, INC.

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

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

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

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

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

* unless specified otherwise in agreement

^ per day charges capped at the current IDOT daily rate

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY



L17-6790

EPA Project Control Number

United States Environmental Protection Agency
Washington, D.C. 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Kyle D. Welte - Project Manager

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. May explanation is attached.

ATTACHMENT H
IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES

Audit and Access to Records Clause:

- A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- D. The final audit report shall include the written comments, if any, of the audited parties.
- E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees:

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters:

Form EPA 5700-49 is signed and attached as part of Attachment F-2.

USEPA Nondiscrimination Clause:

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause:

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs".

ATTACHMENT I
SUPPLEMENTARY USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES

ECONOMIC AND MISCELLANEOUS AUTHORITIES

DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the [Project]. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

NEW RESTRICTIONS ON LOBBYING

Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.



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

Agenda Item Number

Public Works Committee #6

Tracking Number

PW 2026-28

Agenda Item Summary Memo

Title: Boombah Boulevard and Commercial Drive Traffic Control Study – Discussion

Meeting and Date: City Council – February 24, 2026

Synopsis: Please see the attached memo. A discussion will take place.

Council Action Previously Taken:

Date of Action: PW – 2/17/26 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2026-28

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Contrino, City Clerk
James Jensen, Chief of Police
Date: January 28, 2026
Subject: Boombah Boulevard and Commercial Drive Traffic Control Study

As requested, we investigated the need for traffic control at the intersection of Boombah Boulevard and Commercial Drive. The study examined the need for a yield or stop sign on Commercial Drive. The study also examined the need for a multi-way stop at this intersection. This intersection was previously examined in May 2025 and met no warrants for traffic control.

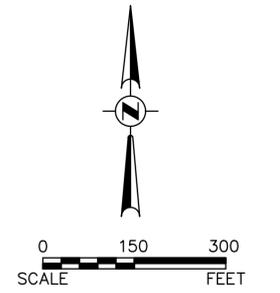
Our findings for these intersections were as follows:

- Both Boombah Boulevard and Commercial Drive streets are designated as local roads.
- The T-intersection currently has no traffic control devices in place.
- The posted speed limit on both streets is 30 mph.
- No posted parking restrictions are in place along any legs of the intersection.
- Sufficient intersection sight distance as defined in the Illinois Department of Transportation's (IDOT) *Bureau of Local Roads and Streets (BLRS) Manual* was observed at the intersection of Boombah Boulevard and Commercial Drive for all uncontrolled approaches.
- The United City of Yorkville Police Department reported zero accidents within the last 36 months at the intersection. There have been two accidents since 2021 along Boombah Boulevard; however, neither were at this intersection nor would the accidents have been prevented by the installation of yield or stop sign on any legs of this intersection.
- The observed bi-directional vehicle, bicycle, and pedestrian peak hour volume entering the intersection exceeded the maximum allowed for the installation of a yield sign on Commercial Drive.
- The observed bi-directional vehicle, bicycle, and pedestrian volume entering the intersection was less than that required for the 8-hour, multi-way stop sign warrant.

Currently, no legs of the Boombah Boulevard and Commercial Drive intersection appear to warrant the installation of new traffic control devices.

The pages attached to this memorandum include existing and proposed traffic control exhibits, preliminary engineering study forms, intersection traffic counts, intersection sight distance photos, and the correspondence with the United City of Yorkville's Police Department regarding relevant crash data. Additionally attached is the methodology outlined in the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD) for traffic control devices and the May 2025 study at this intersection.

INTERSECTION EXHIBITS



SYMBOL LEGEND

-  EXISTING SIGN
-  PROPOSED SIGN
-  EXISTING TRAFFIC SIGNAL

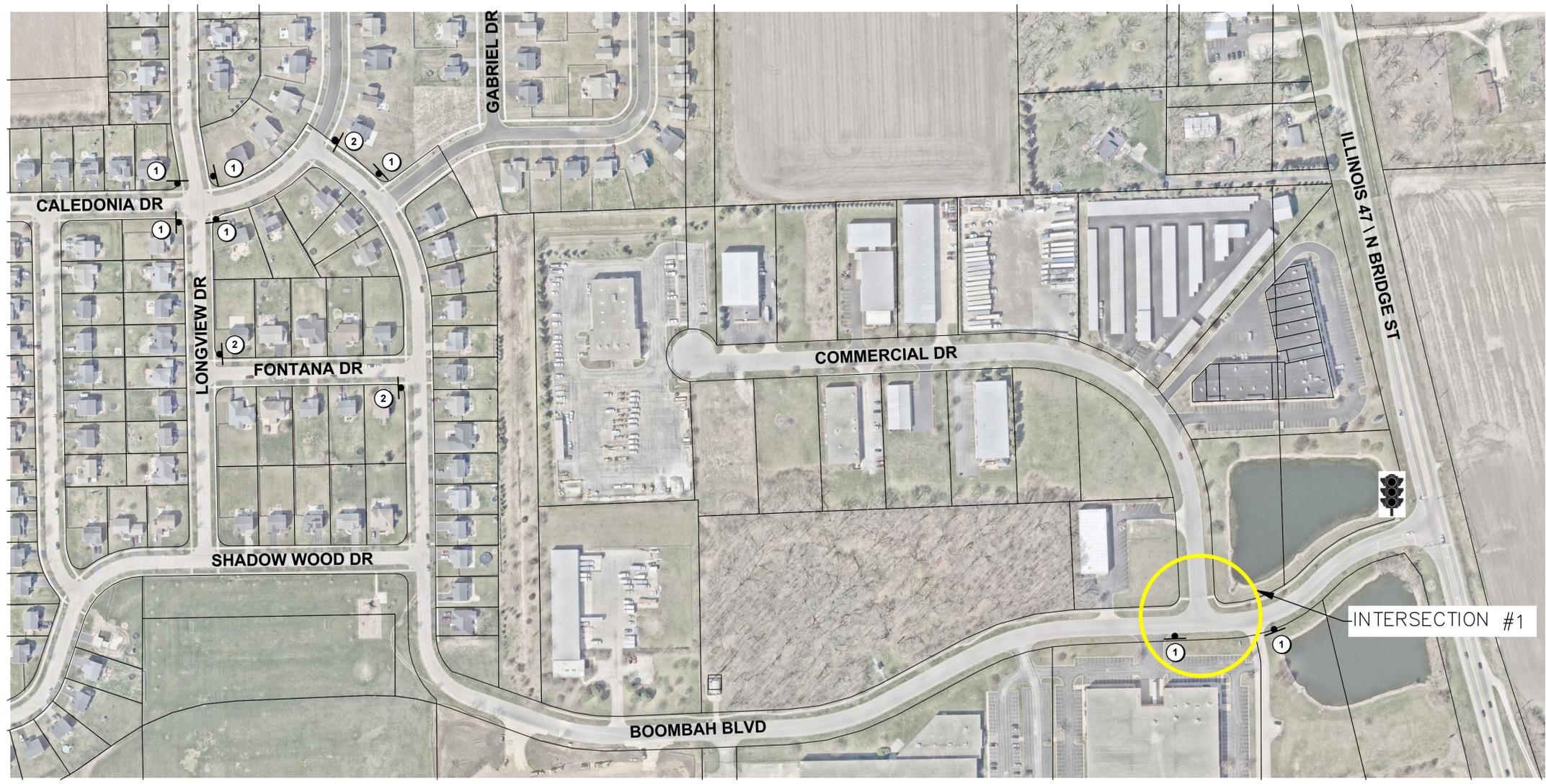
SIGN LEGEND



R1-1
①



R1-2
②



Plotted: May 21, 2025 @ 9:32 AM By: Torrance Hill - Tab: EXISTING

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

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

0 1
 Bar = 1" When
 printed FULL size.
 Adjust stated
 scales to print size.

NO.	DATE	REVISIONS

**BOOMBAH BOULEVARD
 2026 TRAFFIC CONTROL
 STUDY**

**EXISTING TRAFFIC CONTROL
 INTERSECTION #1**

DATE: MAY	2025
PROJECT NO:	Y01107
FILE:	Y01107- SIGN
SHEET	1 OF 1

P:\H:\SUSKPROJ\Y01107\Y01107\DWG\EXHIBIT\GAB\Y01107-STOP-SIGN

INTERSECTION #1 BOOMBAH BLVD & COMMERCIAL DR

**UNITED CITY OF YORKVILLE
MINOR ROAD YIELD SIGN(S)
PRELIMINARY ENGINEERING EVALUATION***

Location: Boombah Boulevard and Commercial Drive (#1)

Guidance: The type of traffic control used at an unsignalized intersection should be the least restrictive that provides appropriate levels of safety and efficiency for all road users.

Standard: YIELD or STOP signs shall not be used for speed control.

<u>Criteria Met</u>			<u>Criteria**</u>
Yes	Additional Study Required	No	
I. Yield control should be considered when engineering judgment indicates that all of the following conditions exist:			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. Intersection sight distance is adequate on the approaches to be controlled by YIELD signs (BLRS Figure 28-3F).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. All approaches to the intersection are a single lane and there are no separate turn lanes.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. One of the following crash-related criteria applies:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. For changing from no intersection control to yield control, there have been two or more reported crashes in the previous 12 months that are susceptible to correction by the installation of a YIELD sign.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. For changing from minor road stop control to yield control, there have been two or fewer reported crashes in the previous 12 months.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection averages less than 1,800 units per day or 140 units in the peak hour.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E. The angle of intersection is between 90 and 75 degrees.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. The functional classification of the intersecting streets is either the intersection of two local streets or the intersection of a local street with a collector street.
II. YIELD signs may be installed at an intersection when any of the following conditions apply:			
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. At the second intersection of a divided highway crossing or median break functioning as two separate intersections. In this case, a YIELD sign may be installed at the entrance to the second intersection.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. For a channelized turn lane that is separated from the adjacent travel lanes by an island, even if the adjacent lanes at the intersection are controlled by a highway traffic control signal or by a STOP sign.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. At an intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. Facing the entering roadway for a merge-type movement if engineering judgment indicates that control is needed because acceleration geometry and/or sight distance is not adequate for merging traffic operation.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. On low-volume rural roads if engineering judgment indicates that a YIELD sign would provide adequate control.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F. On an approach to an intersection where the only permissible movement is a right-turn movement with an intersection geometry similar to a channelized right-turn lane or an approach to a roundabout.

Based on a preliminary review of the criteria for a YIELD sign, the following action is recommended:

- Criteria are clearly met recommending installation of a YIELD sign.
- Criteria are not clearly met at this time - no further action recommended.
- Criteria may or may not be met - additional engineering study required.

By: Gabriel Braboy, P.E.

Date: 1/27/2026

Senior Project Engineer I
Title

By: _____

Date: _____

Title

* Based upon Professional Engineer's Review
** Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition
Updated: 10/11/2024

**UNITED CITY OF YORKVILLE
MINOR ROAD STOP SIGN(S)
PRELIMINARY ENGINEERING EVALUATION***

Location: Boombah Boulevard and Commercial Drive (#1)

Guidance: The type of traffic control used at an unsignalized intersection should be the least restrictive that provides appropriate levels of safety and efficiency for all road users.

Standard: YIELD or STOP signs shall not be used for speed control.

<u>Criteria Met</u>			<u>Criteria**</u>
Yes	Additional Study Required	No	
I. Stop control on the minor-road approach or approaches to an intersection should be considered when judgment indicates that one or more of the following conditions exist:			
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. Crash records indicate that:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. For a four-leg intersection, there are three or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. For a three-leg intersection, there are three or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. The intersection is of a lower functional classification road with a higher functional classification road.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. Conditions that previously supported the installation of all-way stop control no longer exist.

Based on a preliminary review of the criteria for a 2-way STOP sign, the following action is recommended:

- Criteria are clearly met recommending installation of a 2-way STOP sign.
- Criteria are not clearly met at this time - no further action recommended.
- Criteria may or may not be met - additional engineering study required.

By: Gabriel Braboy, P.E.

Date: 1/27/2026

Senior Project Engineer I
Title

By: _____

Date: _____

Title

* Based upon Professional Engineer's Review

** Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition

Updated: 10/11/2024

**UNITED CITY OF YORKVILLE
MULTI-WAY STOP SIGNS
PRELIMINARY ENGINEERING EVALUATION***

Location: Boombah Boulevard and Commercial Drive (#1)

Guidance: The type of traffic control used at an unsignalized intersection should be the least restrictive that provides appropriate levels of safety and efficiency for all road users.

Guidance: The decision to establish all-way stop control at an unsignalized intersection should be based on an engineering study.

Standard: YIELD or STOP signs shall not be used for speed control.

Standard: The satisfaction of an all-way stop control warrant or warrants shall not in itself require the installation of all-way stop control at an unsignalized intersection.

<u>Criteria Met</u>			<u>Criteria**</u>
Yes	Additional Study Required	No	
			A. Crash Experience:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. For a four-leg intersection, there are five or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. For a three-leg intersection, there are four or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
			B. Sight Distance:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. An engineering study indicates that sight distance on the minor-road approaches controlled by a STOP sign is not adequate for a vehicle to turn onto or cross the major (uncontrolled) road. At such a location, the road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.
			C. Transition to Signal Control or Transition to Yield Control at a Circular Intersection:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. At locations where all-way stop control is an interim measure that can be installed to control traffic while arrangements are being made for the installation of a traffic control signal at the intersection or for the installation of yield control at a circular intersection.
			D. 8-Hour Volume:
			(Any Major-Street Speed)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street approaches is at least 300 units per hour for each of any 8 hours of a typical day; and
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street approaches is at least 200 units per hour for each of any of the same 8 hours.
			(85th Percentile Major-Street Speed > 40 mph)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street approaches is at least 210 units per hour for each of any 8 hours of a typical day; and
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street approaches is at least 140 units per hour for each of any of the same 8 hours.
			E. Other Factors:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The need to control left-turn conflicts.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where all-way stop control would improve traffic operational characteristics of the intersection.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Where pedestrian and/or bicyclist movements support the installation of all-way stop control.

Based on a preliminary review of the criteria for a multi-way STOP sign, the following action is recommended:

- Criteria are clearly met recommending installation of multi-way STOP signs.
- Criteria are not clearly met at this time - no further action recommended.
- Criteria may or may not be met - additional engineering study required.

By: Gabriel Braboy, P.E.

Date: 1/27/2026

Senior Project Engineer I
Title

By: _____

Date: _____

Title

* Based upon Professional Engineer's Review

* Based upon Professional Engineer's Review

** Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition Section 2B.12-2B.17



Engineering Enterprises, Inc.

52 Wheeler Road • Sugar Grove, Illinois 60554

TEL: (630) 466-6700

FAX: (630) 466-6701

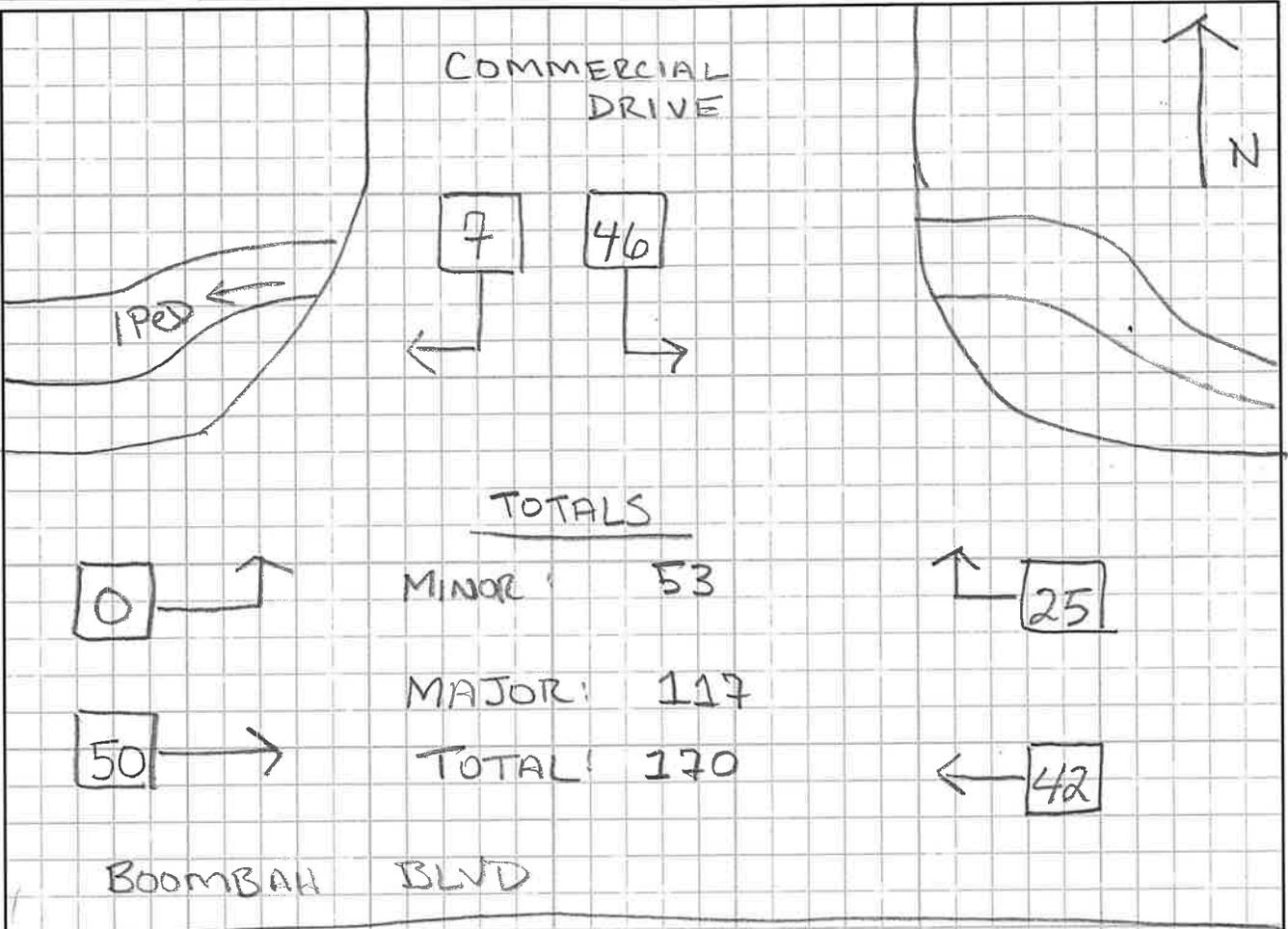
PROJECT TRAFFIC CONTROL STUDY

PROJECT NUMBER 201107

SUBJECT BOOMBAH BLVD & COMMERCIAL DRIVE 2026

BY GAB DATE 1/27

PAGE 1 OF 1



TIME: 2:45 - 3:45 PM

BY: GAB



ENGINEERING ENTERPRISES, INC.

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

UNCONTROLLED INTERSECTION SIGHT ANALYSIS – BOOMBAH BOULEVARD & COMMERCIAL DRIVE



COMMERCIAL DRIVE
SOUTHBOUND APPROACH
FACING SOUTH



COMMERCIAL DRIVE
SOUTHBOUND APPROACH
FACING EAST



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UNCONTROLLED INTERSECTION SIGHT ANALYSIS – BOOMBAH BOULEVARD & COMMERCIAL DRIVE



COMMERCIAL DRIVE
SOUTHBOUND APPROACH
FACING WEST



BOOMBAH BOULEVARD
WESTBOUND APPROACH
FACING WEST



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UNCONTROLLED INTERSECTION SIGHT ANALYSIS – BOOMBAH BOULEVARD & COMMERCIAL DRIVE



BOOMBAH BOULEVARD
WESTBOUND APPROACH
FACING NORTH



BOOMBAH BOULEVARD
EASTBOUND APPROACH
FACING EAST



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UNCONTROLLED INTERSECTION SIGHT ANALYSIS – BOOMBAH BOULEVARD & COMMERCIAL DRIVE



BOOMBAH BOULEVARD
EASTBOUND APPROACH
FACING NORTH

UNITED CITY OF YORKVILLE CRASH REPORT CORRESPONDENCE

Gabe Braboy

From: Kendall Harris <kharris@yorkville.il.us>
Sent: Friday, May 16, 2025 8:55 AM
To: Gabe Braboy
Subject: RE: United City of Yorkville Crash Reports
Attachments: 22-2033_crash report.pdf

EXTERNAL SENDER: This email originated outside of EEI. Do not click links, open attachments, or respond if it appears to be suspicious.

Good morning, Gabe,

I only have one reported crash report for Commercial and Boombah. Nothing came up for Caledonia and Boombah. I have the mentioned report attached and let me know if you need anything else.

Thank you,

Kendall Harris

Records Clerk/FOIA Officer
Yorkville Police Dept.
651 Prairie Pointe Drive
Yorkville, IL 60560
630-553-4340



From: Gabe Braboy <GBraboy@eeiweb.com>
Sent: Friday, May 16, 2025 7:19 AM
To: Kendall Harris <kharris@yorkville.il.us>
Subject: United City of Yorkville Crash Reports

Good Morning,

I am working on an analysis for the City for the installation possible stop sign(s).

I was wondering if you could provide me crash reports for the time span of the last 3 years (2025, 2024, 2023, 2022) for the following locations:

- Caledonia Drive and Boombah Boulevard
- Commercial Drive and Boombah Boulevard

I am hoping to have this information by Wednesday, May 21st if possible.

Thank you for your help,

GABRIEL BRABOY, PE

Senior Project Engineer I

GBraboy@eeiweb.com

Direct: 630.466.6735 / Cell: 815.993.8566 / Main: 630.466.6700

52 Wheeler Rd, Sugar Grove, IL 60554

eeiweb.com



ENGINEERING ENTERPRISES, INC.

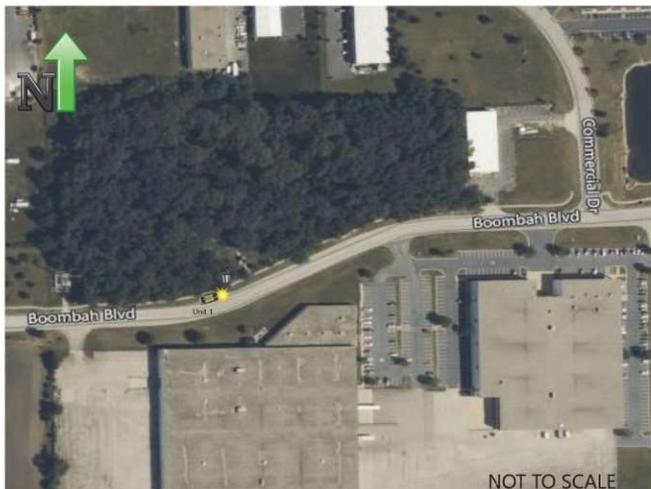
OUTSTANDING SERVICE | EVERY CLIENT | EVERY DAY



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X002842828

A **Diagram** and **Narrative** are required on all **Type B** crashes, even if units have been moved prior to the officer's arrival.



NARRATIVE (refer to vehicle by unit #)

While Unit 1 was travelling east bound on Boombah Blvd traveling towards Commercial Drive, Unit 1 driver crossed the center of the roadway and ultimately up onto the grass on the north side of the roadway for approximately 150' before striking a concrete light pole, knocking it to the ground. Unit 1 driver stated he could not see out of his windshield due to ice and fog that had not yet defrosted. I observed moderate damage to Unit 1's front bumper/grill area. Unit 1 driver was given a warning for 625 ILCS 12-503 (obstructed windshield).

I observed the light pole which had been severed at ground level with exposed wires, damaged concrete post and damage light housing. I made contact with the United City of Yorkville and advised them of the damaged light pole.

LOCAL USE ONLY

U1 Race: _____ U Race: _____

U1 COLOR Brown	U COLOR	U1 Drug 1 000	U1 Drug 2	U Drug 1	U Drug 2
U1 TOWED DUE TO <input type="checkbox"/> DISABLING DAMAGE <input type="checkbox"/> NOT DISABLING DAMAGE	DAMAGE EXTENT:	U1 TOWED BY / TO :			
U TOWED DUE TO <input type="checkbox"/> DISABLING DAMAGE <input type="checkbox"/> NOT DISABLING DAMAGE	DAMAGE EXTENT:	U TOWED BY / TO :			

LARGE TRUCK, BUS, OR HM VEHICLE

IF MORE THAN ONE CMV IS INVOLVED, USE SR 1050A ADDITIONAL UNITS FORMS.

A CMV is defined as any motor vehicle used to transport passengers or property and:

1. Has a weight rating of more than 10,000 pounds (example: truck or truck/trailer combination); or
2. Is used or designed to transport more than 15 passengers including the driver (example: shuttle or charter bus); or
3. Is designed to carry 15 or fewer passengers and operated by a contract carrier transporting employees in the course of their employment (example: employee transporter - usually a van type vehicle or passenger car); or
4. Is used or designed to transport between 9 and 15 passengers, including the driver, for direct compensation (example: large van used for specific purpose); or
5. Is any vehicle used to transport any hazardous material (HAZMAT) that requires placarding (example: placards will be displayed on the vehicle).

UNIT _____

CARRIER NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

MOTOR CARR. ID Interstate Intrastate
 Not In Comm./Govt. Not In Comm./Other

USDOT NO. _____ ILLCC NO. _____

Source of above Side of Truck Papers Driver Log Book

GVWR/GCWR <10,000 10,000 - 26,000 >26,000

Were HAZMAT placards on vehicle? Yes No

If yes, name on placard _____

4 digit UN NO. _____ 1 digit Hazard Class NO. _____

Did HAZMAT Spill from vehicle (do NOT consider FUEL from vehicle's own tank)? Yes No Unknown

Did HAZMAT Regulations violation contribute to the crash? Yes No Unknown

Did Motor Carrier Safety Regulations (MCS) violation contribute to the crash? Yes No Unknown

Was a Driver/Vehicle Examination Report form completed?

HAZMAT Yes No Unknown Out of Service Yes No

MCS Yes No Unknown Out of Service Yes No

Form Number _____

IDOT PERMIT NO. _____ WIDELOAD? Y N

TRAILER VIN 1 _____

TRAILER VIN 2 _____

TRAILER WIDTH(S) 0 - 96" 97 - 102" > 102"

TRAILER 1

TRAILER 2

TRAILER LENGTH(S) 1 _____ ft 2 _____ ft

TOTAL VEHICLE LENGTH _____ ft NO. OF AXLES _____

SELECT CODES FROM BACK OF CRASH BOOKLET

VEHICLE CONFIG. _____ CARGO BODY TYPE _____ LOAD TYPE _____

MUTCD Intersection Control Guidelines

The governing entity on traffic control signage and right-of-way intersection control is the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). The 11th Edition of the Manual, updated in December 2023, provides the following guidance when considering intersection control at unsignalized intersections:

Guidance:

The type of traffic control used at an unsignalized intersection should be the least restrictive that provides appropriate levels of safety and efficiency for all road users.

Guidance:

- A. When selecting a form of intersection control, the following factors should be considered: a. Motor vehicle, bicycle, and pedestrian traffic volumes on all approaches; where the term units/day or units/hour is indicated, it should be the total of motor vehicle, bicycle, and pedestrian volume;*
- B. Driver yielding behavior with regard to all modes of conflicting traffic, including bicyclists and pedestrians;*
- C. Number and angle of approaches;*
- D. Approach speeds;*
- E. Sight distance available on each approach;*
- F. Reported crash experience; and*
- G. The presence of a grade crossing near the intersection.*

Standard:

YIELD or STOP signs shall not be used for speed control.

Section 2B.10 of the MUTCD details the following for the installation of yield control at an intersection:

Guidance:

At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs.

Yield control should be considered when engineering judgment indicates that all of the following conditions exist:

- A. Intersection sight distance is adequate on the approaches to be controlled by YIELD signs.*
- B. All approaches to the intersection are a single lane and there are no separate turn lanes.*
- C. One of the following crash-related criteria applies:*
- D. For changing from no intersection control to yield control, there have been two or more reported crashes in the previous 12 months that are susceptible to correction by the installation of a YIELD sign.*
- E. For changing from minor road stop control to yield control, there have been two or fewer reported crashes in the previous 12 months.*
- F. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection averages less than 1,800 units per day or 140 units in the peak hour.*
- G. The angle of intersection is between 90 and 75 degrees.*
- H. The functional classification of the intersecting streets is either the intersection of two local streets or the intersection of a local street with a collector street.*

Option:

YIELD signs may be installed at an intersection when any of the following conditions apply:

- A. At the second intersection of a divided highway crossing or median break functioning as two separate intersections (see Figure 2B-19). In this case, a YIELD sign may be installed at the entrance to the second intersection.
- B. For a channelized turn lane that is separated from the adjacent travel lanes by an island, even if the adjacent lanes at the intersection are controlled by a highway traffic control signal or by a STOP sign.
- C. At an intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.
- D. Facing the entering roadway for a merge-type movement if engineering judgment indicates that control is needed because acceleration geometry and/or sight distance is not adequate for merging traffic operation.
- E. On low-volume rural roads if engineering judgment indicates that a YIELD sign would provide adequate control.
- F. On an approach to an intersection where the only permissible movement is a right-turn movement with an intersection geometry similar to a channelized right-turn lane or an approach to a roundabout.

Section 2B.11 of the MUTCD details the following for the installation of minor road stop control at an intersection:

Guidance:

Stop control on the minor-road approach or approaches to an intersection should be considered when engineering judgment indicates that one or more of the following conditions exist:

- A. *A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway.*
- B. *Crash records indicate that:*
 - 1. *For a four-leg intersection, there are three or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.*
 - 2. *For a three-leg intersection, there are three or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.*
- C. *The intersection is of a lower functional classification road with a higher functional classification road.*
- D. *Conditions that previously supported the installation of all-way stop control no longer exist.*

On low-volume rural roads, a STOP sign should be considered at an intersection where engineering judgment indicates that Item C in Paragraph 1 of this Section is applicable or where the intersection has inadequate sight distance for the operating vehicle speeds.

Section 2B.12 of the MUTCD details the following for the installation of an All-Way Stop Control intersection:

Support:

The provisions in the following sections describe warrants for the recommended engineering study to determine all-way stop control. Warrants are not a substitute for engineering judgment. The fact that a warrant for a particular traffic control device is met is not conclusive justification to install or not install all-way stop control. Because each intersection will have unique characteristics that affect its operational performance or safety, it is the engineering study for a given intersection that is ultimately the basis for a decision to install or not install all-way stop control.

All-way stop controls at intersections with substantially differing approach volumes can reduce the effectiveness of these devices for all roadway users.

Guidance:

The decision to establish all-way stop control at an unsignalized intersection should be based on an engineering study. The engineering study for all-way stop control should include an analysis of factors related to the existing operation and safety at the intersection, the potential to improve these conditions, and the applicable factors contained in the following all-way stop control warrants:

- A. All-Way Stop Control Warrant A: Crash Experience (see Section 2B.13)*
- B. All-Way Stop Control Warrant B: Sight Distance (see Section 2B.14)*
- C. All-Way Stop Control Warrant C: Transition to Signal Control or Transition to Yield Control at a Circular Intersection (see Section 2B.15)*
- D. All-Way Stop Control Warrant D: 8-Hour Volume (Vehicles, Pedestrians, Bicycles) (see Section 2B.16)*
- E. All-Way Stop Control Warrant E: Other Factors (see Section 2B.17)*

Option:

The decision to install all-way stop control on site roadways open to public travel may be based on engineering judgment.

Standard:

The satisfaction of an all-way stop control warrant or warrants shall not in itself require the installation of all-way stop control at an unsignalized intersection.

2026 INTERSECTION STUDY MEMO



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk
James Jensen, Chief of Police
Date: May 20, 2025
Subject: Boombah Boulevard Traffic Control Study

As requested, we investigated the need for traffic control at the following intersections along Boombah Boulevard:

1. Boombah Boulevard and Commercial Drive
2. Boombah Boulevard and Caledonia Drive

Our findings for these intersections were as follows:

- All streets examined were designated as local roads.
- Neither intersection currently has any traffic control devices in place.
- The Neighborhood Posted Speed Limit is 30 mph.
- No posted parking restrictions are in place along any of the legs of the intersections studied.
- School buses passed both intersections; however, neither was identified as a drop-off or pick-up location.
- Heavy truck traffic was observed turning to and from Commercial Drive from Boombah Boulevard.
- The United City of Yorkville Police Department reported one accident within the last 36 months along Boombah Boulevard; however, it was a single-vehicle accident not susceptible to correction by the installation of a traffic control device.
- Insufficient intersection sight distance as defined in the Illinois Department of Transportation's (IDOT) *Bureau of Local Roads and Streets (BLRS) Manual* was observed at the intersection of Boombah Boulevard and Caledonia Drive for an uncontrolled approach. A fence at the southwest corner restricts motorist's views for safe maneuvers approaching the intersection.
- The observed bi-directional vehicle, bicycle, and pedestrian volume entering both intersections was less than that required for the 8-hour, multi-way stop warrant.

Our recommendations for improvements at these intersections are discussed below, and in the exhibits attached with this Memo.

1. Boombah Boulevard and Commercial Drive
 - **Currently, no legs of the intersection appear to warrant the installation of new traffic control devices.**

2. Boombah Boulevard and Caledonia Drive

- **Currently, the intersection of Boombah Boulevard and Caledonia Drive appears to be a good candidate for a YIELD sign. Intersection sight distance is restricted at the southwest corner. A YIELD sign should be installed at the southeast corner for northbound Boombah Boulevard traffic.**

The pages attached to this memorandum include existing and proposed traffic control exhibits, preliminary engineering study forms, intersection traffic counts, intersection sight distance photos, and the correspondence with the United City of Yorkville's Police Department regarding relevant crash data. Additionally attached is the methodology outlined in the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD) for traffic control devices.



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"/>
Economic Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>

Agenda Item Number

Economic Development Committee #1

Tracking Number

EDC 2025-66

Agenda Item Summary Memo

Title: Costco – Dormant SSA – Establishing Ordinance (Reapproval)

Meeting and Date: City Council – February 24, 2026

Synopsis: Proposed dormant Special Service Area for Costco stormwater management basins and common areas.

Council Action Previously Taken:

Date of Action: CC – 1/13/26 Action Taken: Ordinance was passed.

Item Number: EDC 2025-66

Type of Vote Required: Majority

Council Action Requested: Approval

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: February 17, 2026
Subject: **Costco - Proposed Establishment of a Dormant Special Service Area (SSA)**

SUMMARY:

As you may recall the City reviewed and approved the establishment of the Dormant Special Service Area (SSA) for the Costco development located at the northwest corner of US Route 34 (East Veterans Parkway) and East Countryside Parkway in January of this year.

Following the acquisition and final plat approval of the development, Costco obtained an updated legal description, which encompasses the entire development. The ordinance approved in January, however, contains the outdated legal description prior to the acquisition and final plat approval. Additionally, during the recording process for the ordinance establishing the dormant SSA, Kendall County notified the City that a small portion of the parcel did not form a closed boundary, as illustrated in the blue circle below.



Therefore, staff is seeking reapproval of the establishment of the dormant SSA for the Costco development to ensure the ordinance reflects the updated legal description, as depicted in the project location map below.



COSTCO

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



STAFF COMMENTS:

The City Attorney has provided a revised ordinance that includes the updated legal description. This legal description, contained in Costco's Plat of Subdivision, was identified by Kendall County as the most current and was provided to the City for reference.

ATTACHMENTS:

1. Draft Ordinance - Establishing Dormant SSA
2. Updated Legal Description
3. Previous Costco – Dormant SSA Packet Materials

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.

Section 10. Ordinance 2026-03, *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)*, is hereby repealed in its entirety.

[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 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, 2002-00007755 AND 2015-00016982; THENCE ALONG THE SAID NORTHERLY RIGHT OF WAY OF U.S. ROUTE NO. 34, THE FOLLOWING 9 COURSES AND DISTANCES; 1) THENCE SOUTH 12 DEGREES 54 MINUTES 17 SECONDS WEST, 19.34 FEET; 2) THENCE SOUTH 40 DEGREES 33 MINUTES 18 SECONDS WEST, 47.46 FEET; 3) THENCE SOUTH 55 DEGREES 17 MINUTES 19 SECONDS WEST, 956.64 FEET; 4) THENCE SOUTH 61 DEGREES 07 MINUTES 25 SECONDS WEST, 50.67 FEET; 5) THENCE ALONG THE ARC OF CURVE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 1362.39 FEET, A CHORD BEARING OF SOUTH 64 DEGREES 40 MINUTES 47 SECONDS WEST, A CHORD LENGTH OF 444.62 FEET, AN ARC LENGTH OF 446.61; 6) THENCE SOUTH 81 DEGREES 03 MINUTES 21 SECONDS WEST, 47.72 FEET; 7) THENCE ALONG THE ARC OF CURVE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 1357.39 FEET, A CHORD BEARING OF SOUTH 78 DEGREES 36 MINUTES 13 SECONDS WEST, A CHORD LENGTH OF 113.42 FEET, AN ARC LENGTH OF 113.46; 8) THENCE NORTH 67 DEGREES 05 MINUTES 34 SECONDS WEST, 54.25 FEET; 9) THENCE SOUTH 86 DEGREES 02 MINUTES 05 SECONDS WEST, 1.41 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MCHUGH ROAD, AS DEDICATED PER DOCUMENT 2000-00009655; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF MCHUGH ROAD, THE FOLLOWING 8 COURSES AND DISTANCES; 1) THENCE NORTH 04 DEGREES 03 MINUTES 34 SECONDS WEST, 183.64 FEET; 2) THENCE ALONG THE ARC OF A CURVE, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 460.00 FEET, A CHORD BEARING OF NORTH 03 DEGREES 05 MINUTES 24 SECONDS EAST, A CHORD LENGTH OF 114.50 FEET, AN ARC LENGTH OF 114.80 FEET; 3) THENCE NORTH 10 DEGREES 14 MINUTES 24 SECONDS EAST, 300.40 FEET; 4) THENCE ALONG THE ARC OF A CURVE, BEING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1040.00 FEET, A CHORD BEARING OF NORTH 01 DEGREES 42 MINUTES 55 SECONDS EAST, A CHORD LENGTH OF 308.33 FEET, AN ARC LENGTH OF 309.47 FEET; 5) THENCE NORTH 06 DEGREES 48 MINUTES 34 SECONDS WEST, 250.39 FEET; 6) THENCE ALONG THE ARC OF A CURVE, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 460.00 FEET, A CHORD BEARING OF NORTH 01 DEGREES 20 MINUTES 16 SECONDS WEST, A CHORD LENGTH OF 87.73 FEET, AN ARC LENGTH OF 87.86 FEET; 7) THENCE NORTH 04 DEGREES 08 MINUTES 04 SECONDS EAST, 226.43 FEET; 8) THENCE ALONG THE ARC OF A CURVE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 49 DEGREES 08 MINUTES 04 SECONDS EAST, A CHORD LENGTH OF 35.36 FEET, AN ARC LENGTH OF 39.27 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF SAID COUNTRYSIDE PARKWAY; THENCE SOUTH 85 DEGREES 51 MINUTES 56 SECONDS EAST, ALONG SAID SOUTHERLY

RIGHT OF WAY LINE, 338.21 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, BEING THE ARC OF CURVE, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1390.03 FEET AND CHORD BEARING OF SOUTH 60 DEGREES 17 MINUTES 32 SECONDS EAST, A CHORD LENGTH OF 1200.02 FEET, AN ARC LENGTH OF 1240.81 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 34 DEGREES 43 MINUTES 19 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 54.07 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

Permanent Tax Index Number(s): **02-28-227-004; 02-28-227-006; 02-28-227-005**

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

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, 2002-00007755 AND 2015-00016982; THENCE ALONG THE SAID NORTHERLY RIGHT OF WAY OF U.S. ROUTE NO. 34, THE FOLLOWING 9 COURSES AND DISTANCES; 1) THENCE SOUTH 12 DEGREES 54 MINUTES 17 SECONDS WEST, 19.34 FEET; 2) THENCE SOUTH 40 DEGREES 33 MINUTES 18 SECONDS WEST, 47.46 FEET; 3) THENCE SOUTH 55 DEGREES 17 MINUTES 19 SECONDS WEST, 956.64 FEET; 4) THENCE SOUTH 61 DEGREES 07 MINUTES 25 SECONDS WEST, 50.67 FEET; 5) THENCE ALONG THE ARC OF CURVE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 1362.39 FEET, A CHORD BEARING OF SOUTH 64 DEGREES 40 MINUTES 47 SECONDS WEST, A CHORD LENGTH OF 444.62 FEET, AN ARC LENGTH OF 446.61; 6) THENCE SOUTH 81 DEGREES 03 MINUTES 21 SECONDS WEST, 47.72 FEET; 7) THENCE ALONG THE ARC OF CURVE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 1357.39 FEET, A CHORD BEARING OF SOUTH 78 DEGREES 36 MINUTES 13 SECONDS WEST, A CHORD LENGTH OF 113.42 FEET, AN ARC LENGTH OF 113.46; 8) THENCE NORTH 67 DEGREES 05 MINUTES 34 SECONDS WEST, 54.25 FEET; 9) THENCE SOUTH 86 DEGREES 02 MINUTES 05 SECONDS WEST, 1.41 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MCHUGH ROAD, AS DEDICATED PER DOCUMENT 2000-00009655; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF MCHUGH ROAD, THE FOLLOWING 8 COURSES AND DISTANCES; 1) THENCE NORTH 04 DEGREES 03 MINUTES 34 SECONDS WEST, 183.64 FEET; 2) THENCE ALONG THE ARC OF A CURVE, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 460.00 FEET, A CHORD BEARING OF NORTH 03 DEGREES 05 MINUTES 24 SECONDS EAST, A CHORD LENGTH OF 114.50 FEET, AN ARC LENGTH OF 114.80 FEET; 3) THENCE NORTH 10 DEGREES 14 MINUTES 24 SECONDS EAST, 300.40 FEET; 4) THENCE ALONG THE ARC OF A CURVE, BEING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1040.00 FEET, A CHORD BEARING OF NORTH 01 DEGREES 42 MINUTES 55 SECONDS EAST, A CHORD LENGTH OF 308.33 FEET, AN ARC LENGTH OF 309.47 FEET; 5) THENCE NORTH 06 DEGREES 48 MINUTES 34 SECONDS WEST, 250.39 FEET; 6) THENCE ALONG THE ARC OF A CURVE, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 460.00 FEET, A CHORD BEARING OF NORTH 01 DEGREES 20 MINUTES 16 SECONDS WEST, A CHORD LENGTH OF 87.73 FEET, AN ARC LENGTH OF 87.86 FEET; 7) THENCE NORTH 04 DEGREES 08 MINUTES 04 SECONDS EAST, 226.43 FEET; 8) THENCE ALONG THE ARC OF A CURVE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 49 DEGREES 08 MINUTES 04 SECONDS EAST, A CHORD LENGTH OF 35.36 FEET, AN ARC LENGTH OF 39.27 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF SAID COUNTRYSIDE PARKWAY; THENCE SOUTH 85 DEGREES 51 MINUTES 56 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 338.21 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, BEING THE ARC OF CURVE, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1390.03 FEET AND CHORD BEARING OF SOUTH 60 DEGREES 17 MINUTES 32 SECONDS EAST, A CHORD LENGTH OF 1200.02 FEET, AN ARC LENGTH OF 1240.81 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 34 DEGREES 43 MINUTES 19 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 54.07 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

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

**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 _____ 2025.

CITY CLERK

KEN KOCH _____
ARDEN JOE PLOCHER _____
CHRIS FUNKHOUSER _____
RUSTY HYETT _____

DAN TRANSIER _____
CRAIG SOLING _____
MATT MAREK _____
RUSTY CORNEILS _____

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

EXHIBIT A

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

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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

**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 _____ 2025.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY HYETT _____

RUSTY CORNEILS _____

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

MAYOR

Attest:

CITY CLERK

EXHIBIT A

LEGAL DESCRIPTION

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

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

and

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

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

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

EXHIBIT B
MAP



COSTCO

United City of Yorkville, Illinois

Date: July 29, 2025

Data: Kendall County



EXHIBIT C
Public Hearing Notice

Notice of Hearing

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated this 17th day of October 2025.



Jori Behland
City Clerk



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

Agenda Item Number

Administration Committee #1

Tracking Number

ADM 2026-14

Agenda Item Summary Memo

Title: CIS Billing Data Audit

Meeting and Date: City Council – February 24, 2026

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: ADM – 2/18/26 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2026-14

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

Council Action Requested: Approval

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:



Memorandum

To: Administration Committee
From: Rob Fredrickson, Finance Director
Date: February 11, 2026
Subject: CIS Billing Data Audit

Summary

Approval of a resolution authorizing EMA, Inc. to conduct a Customer Information System (CIS) Billing Data Audit of the City's water and refuse accounts.

Background

As the City prepares for its transition to Lake Michigan as its long-term water source, ensuring the reliability and accuracy of utility billing and consumption data is increasingly important. Lake Michigan water will carry a significantly higher marginal cost per unit than the City's current groundwater supply, making precise measurement and billing essential to maintaining financial sustainability and rate stability.

In addition, the Illinois Department of Natural Resources (IDNR) requires communities seeking access to Lake Michigan water to maintain non-revenue water (NRW) loss below 10 percent. Demonstrating compliance with this benchmark is critical to the City's long-term water strategy. While physical leaks typically represent the primary component of water loss, apparent losses caused by billing inaccuracies, data errors, or system configuration issues can also materially affect the City's reported NRW loss percentage.

The City has completed annual American Water Works Association (AWWA) water audits as a best practice to evaluate non-revenue water. These audits rely heavily on the accuracy of customer billing data, meter records, system classifications and account configurations within the City's billing system (MSI). Although the audits provide a high-level evaluation of system performance, they do not independently validate the underlying billing data that directly influences reported NRW loss.

A Billing Data Audit of water accounts is intended to identify potential apparent water losses—water that is produced and delivered but not accurately measured or billed due to data, configuration or system issues rather than physical leakage. Examples of issues that can only be identified through a detailed billing data review include:

- Mismatches between meters, reads, and billing accounts
- Orphaned meters or accounts
- Incorrect customer classifications
- Improper handling of leak adjustments or closed accounts
- Unbilled or misbilled consumption on City or non-billed accounts

- Inconsistencies between service addresses and billing records

If left unaddressed, these issues can lead to understated consumption, lost revenue and an inflated non-revenue water loss percentage. From a regulatory standpoint, inaccurate billing data may impair the City's ability to demonstrate compliance with the IDNR's 10% NRW loss requirement. From a financial standpoint, it reduces confidence in rate modeling and long-range Water Fund projections.

Conducting this audit now will help ensure that billed consumption reflects actual usage before the City begins receiving Lake Michigan water, strengthen the City's ability to manage and reduce non-revenue water loss using industry-standard AWWA methodologies and improve the integrity of data used for regulatory reporting and financial planning. The audit will also produce specific, actionable recommendations to improve system configuration and billing practices.

In addition to the water billing review, the audit will include an evaluation of the City's refuse accounts to ensure consistency between active service addresses, customer classifications and refuse billing records. This review is intended to identify situations where refuse service may not be properly aligned with active utility accounts or service locations. By validating that refuse charges are correctly applied to eligible properties, the City can improve billing accuracy, enhance revenue integrity and reduce the risk of inadvertent under-billing or administrative errors. While the refuse review does not directly impact the City's non-revenue water percentage, it represents a cost-effective opportunity to strengthen overall utility billing controls and data accuracy within the same engagement.

EMA, Inc. has submitted a proposal to conduct a comprehensive CIS Billing Data Audit, including a desktop review of water audit inputs, detailed billing data analysis, zoning and refuse account comparisons and recommendations for corrective actions and next steps. The scope, schedule and not-to-exceed cost of \$60,089 are outlined in the attached proposal (Exhibit A). EMA specializes in water utility operational and billing analysis and has extensive experience assisting utilities with water loss control and data validation. Given the technical and specialized nature of this work, staff believes this engagement represents a strategic and targeted investment.

**** UPDATE ****

Because EMA will have access to customer utility account information as part of the assessment, staff is working with EMA to finalize a one-way non-disclosure agreement (NDA) to protect the City's data. The NDA is administrative in nature, does not modify the proposed scope or fee, and will be reviewed in consultation with the City Attorney and executed by staff, contingent upon Council approval of the attached proposal.

Recommendation

Staff recommends approval of the attached resolution.

Resolution No. 2026-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, ACCEPTING A PROPOSAL FROM EMA, Inc.

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

WHEREAS, the City has received a proposal from EMA, Inc. (“EMA”), a consulting firm specializing in sewer/water systems’ analysis, to investigate and review the City’s billing process to quantify water loss and improve the current non-revenue water usage (the “Project”); and

WHEREAS, EMA has stated that the Project should be completed in approximately four months and result in an action item list of areas for potential improvement; and

WHEREAS, given the reputation and experience of EMA, it was determined that competitive bidding for this service would not serve the City’s interests given the experience and reputation of EMA, and, therefore, recommends that competitive bidding be waived as permitted pursuant to Section 1-7-3E of Chapter 7 of the Yorkville, City Code upon a vote of two-thirds of the City Council then holding office.

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

Section 1. The foregoing recitals are incorporated in this Resolution as the findings of the Corporate Authorities and competitive bidding is hereby waived for the reason stated above.

Section 2. That the CIS Billing Audit proposal to the United City of Yorkville from EMA, Inc., in the form attached hereto and made a part hereof by reference, is hereby approved; the Mayor and City Clerk are hereby authorized to execute on behalf of the United City of Yorkville;

and, the City Finance Director is authorized to proceed to work with EMA, Inc. to accomplish the Project.

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

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

STANDARD LETTER AGREEMENT

Date: February 9, 2026

Mr. Rob Fredrickson
Department of Finance
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

Dear Mr. Fredrickson:

We propose to render professional consulting services in connection with **CIS Billing Data Audit** (hereinafter called the "Project"). You are expected to furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data.

Our services will consist of the following:

- Desktop analysis and feedback on the major inputs to the water audit, including:
 - Water supplied
 - Authorized consumption
 - Apparent losses / real losses
 - Non-revenue water
 - System data
 - Cost data
- Customer billing data analysis
- Comparison of zoning area by parcel to services address/meter location
- Comparison of refuse account to service address
- Recommendations on the next steps for improvement

For our services you agree to pay us:

A fee based on the fully burdened rates found in Attachment 2, plus reimbursable expenses, up to a limit of \$ 60,089.00. It is agreed that \$ 60,089.00 is a good faith estimate of the cost to provide the above-listed services. It is further agreed that you are not obligated to pay us more than this amount unless you authorize more in writing, and we are not obligated to work beyond this limit without a prior written increase to this limit.

Additional or non-customary services will be charged on the basis of the preceding rates. We will bill you monthly for services and reimbursable expenses plus expenses at cost in a form shown in Attachment 1. Receipts for reimbursable expenses will not be submitted with each invoice but will be retained on file for your review if required. The above financial arrangements are on the basis of payment of our bills within 30 days of receipt of our invoice, and the orderly and continuous progress of the Project.



We will provide you with evidence of Workers' Compensation insurance we will maintain in force throughout the term of this agreement. We understand that no payment will be made by you until certificates evidencing coverage are received by you.

We would expect to start our services promptly after receipt of your acceptance of this proposal and to complete our services within approximately four months.

This proposal represents the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of the arrangement between us, we would appreciate your signing the enclosed copy of this letter in the space provided below and returning it to us.

Very truly yours,

EMA, Inc.

Officer

Accepted this day of _____, 20_____.

(Client Company)

Officer

Attachment 1

CIS BILLING AUDIT



Proposal to the United City of Yorkville, IL by EMA, Inc.

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EMA'S ABILITY TO PROVIDE THE SERVICES

EMA Is the Most Experienced Organizational Planning Consulting Firm that Focuses on Water Utilities

EMA, Inc. is a private employee-owned corporation. For 50 years, EMA has been instrumental in helping water and wastewater utilities and other local government entities streamline their organizations and operations. We are a leading consulting firm focusing exclusively on aligning organizations, practices, and technology to achieve efficiency and effectiveness.

By melding our hands-on experience with organization planning and technology expertise, we help our clients improve their performance in today's fast-changing industry. We have helped over 500 utilities and public works departments assess, improve, manage, and maintain their organizations more efficiently and effectively using a three-pronged concept called O-P-T (Organization, Practices, Technology). This concept forms the core of our business.

The O-P-T approach recognizes that all three aspects must be considered for a change project to be successful. At the center is the organization and its structure. If there are organizational impediments to change, the project will fail. Therefore, these must be understood and be either overcome or accepted. The practices represent how processes are implemented at the Utility. Improving practices can enhance efficiency and provide better or more complete information. And lastly, technology is a tool that facilitates collecting information and supporting processes. A change project can be truly successful only by addressing all three of these factors.



Figure 1: EMA's O-P-T approach considers clients' organization, practices, and technology.

The strength of EMA's services comes from our understanding of current issues and future trends facing our industry. Our services include:

- Organization development, change management, communications, team building, leadership, succession, and workforce planning.
- Strategic business visioning, planning, and implementation
- Assessments and action plans, including work practice analysis, organizational readiness, and reengineering.
- Strategic information technology planning and implementation, including assessments, visioning, governance processes, infrastructure management, and business and management information systems planning, selection, design, integration, upgrade, and optimization.
- Process control system design and implementation

PROJECT UNDERSTANDING AND SCOPE

Project Understanding

Water loss control represents the efforts of water utilities to provide accountability in their operation by reliably auditing their water supplies and implementing controls to minimize system losses. Utilities incur real losses from pipeline leakage and apparent losses when customer water consumption is not properly measured or billed. The International Water Association (IWA) and American Water Works Association (AWWA) water balance methodology provide the best management practice tools and guidance water utilities need to manage their supplies efficiently. The AWWA Free Water Audit Software (FWAS) Version 6 is the industry-standard tool for conducting the annual water audit and using the results to guide a cost-effective water loss control and revenue recovery program.



At the end of 2021, the United City of Yorkville Council voted to move forward with Lake Michigan as the future water source. As part of a long-term strategy, the United City of Yorkville has requested assistance from EMA to review the multiple AWWA water audit data inputs and perform a data extraction of the customer billing information to analyze and identify potential areas for improvement. Identified improvements will be incorporated into the overall water loss control strategies to help improve the current non-revenue water.

Project Approach

The United City of Yorkville is currently putting much thought, energy, time, and resources into addressing water loss in preparation for the conversion to Lake Michigan as the primary water source. Based on our understanding of the current situation, EMA proposes to conduct a desktop review of the United City of Yorkville's AWWA Water Audit data inputs, concentrating on the customer billing data to identify any apparent losses that can be corrected.

Task 1 – Project Management

Projects are successful because they are managed to success. EMA couples solid project management techniques with the proven ability to deliver successful projects. We apply industry-recognized standard practices adapted from the Project Management Institute (PMI) practices to manage every project.

From planning through closeout, our Project Manager will ensure that project results are consistent with the United City of Yorkville's goals and objectives by applying proven project management principles:

- Project Communications
- Project Plan / Project Controls
- Progress Reporting

-
- Risk and Issues Management
 - Decision Management
 - Quality Assurance/Quality Control (QA/QC)

Task 2 – Project Mobilization and Data Requests

Upon project initiation, EMA's Project Manager will coordinate with the United City of Yorkville to establish the project kickoff and initial interviews with key personnel. EMA's Project Manager & Data Scientist will concurrently request the following list of data and documentation for review to give the project team a clear understanding of the United City of Yorkville's Non-Revenue Water landscape. The following list is not all-inclusive, as the team may discover the need for additional requests once the project is underway.

- Customer Information System data is to be provided either as an extraction or through access into the database.
- Meter Reading Input File(s) from Meter Data Management System (raw-reads)
- Current IWA/AWWA Water Audit results
- Process for Consumption on Closed Accounts
- Process for Leak Adjustments
- Number of unmetered fire lines
- Current rates, current customer classification, and tier structure
- List of Non-Billed Accounts (internal United City of Yorkville or other accounts not receiving a bill (i.e., federal or state buildings, non-profits, etc.)
- Any manually billed accounts (surcharges, offset meters, etc.)
- Customer Information System Data Schema and Data Dictionary (if available)
- GIS Parcel Layer extract with service address and zoning information
- GIS Parcel Layer extract with refuse information (if available)
- The following data for inputs into the AWWA V6 Water Audit Tool
 - Volume from Own Sources
 - Water Imported (If Applicable) / Water Exported (If Applicable)
 - Master (Plant) Meter Error Adjustments
 - Billed Metered /Billed Unmetered
 - Unbilled Metered / Unbilled Unmetered
 - System Data Handling Errors
 - Customer Metering Inaccuracies
 - Unauthorized Consumption
 - Length of Mains / Number of Service Connections
 - Average Operating Pressure
 - Customer Retail Unit Charge / Variable Production Cost
 - Total Annual Operating Cost

Task 3 – Desktop Audit and Billing Data Review

Task 3 will concentrate on reviewing the information provided in Task 2. EMA will perform a high-level review of the water audit inputs used to calculate the non-revenue water percentages. This high-level audit is intended to identify any additional audit input, other than meter/billing data, that may need to be evaluated for accuracy.

Through data extraction or access to the billing database, EMA will screen and sample billing and corresponding meter reading records to identify discrepancies or system data handling errors contributing to the non-revenue water percentages.

Our analysis will look for anomalies, including:

- One-to-one meter-to-bill relationship – correlate the number of meter reads and the number of billing accounts
- Bill Generation to Bill Print – correlate that system-generated bills are presented in the bill print files (one-to-one)
- Meter Read to Account (billing count test) – validate that received meter reads are mapped to customer records
- Leak Adjustment Validation – confirm that leak adjustments do not reduce volumetric consumption
- Compound Meters – confirm that the billing system accurately represents consumption from compound meters. This task will only confirm that the billing system is set correctly; field verification of meter setting is not included in this scope.
- Orphan Identification – identify orphan meter readings and orphan billing accounts.
- The United City of Yorkville and Other Non-Bill Accounts – validate that the consumption on “non-billed” accounts is accounted for correctly.
- Data Anomalies – identify and review any anomalies affecting consumption accuracy or billing accuracy.
- Zoning Comparison – compare meter classification to current zoning information.
- Refuse Account Validation – compare active service addresses, customer type and refuse accounts to ensure active service addresses are receiving corresponding refuse charges.

EMA will work with the United City of Yorkville’s GIS team to review and compare current zoning and refuse to customer account type to verify and validate the correct account type is being used and refuse is being collected. EMA will provide any data anomalies to the United City of Yorkville for future investigation or updating in the Customer Information System.

Task 4 – Consolidation and Analysis

In this task, we will combine our findings from the desktop audit and billing data review to develop a clear and concise picture of the improvement items and strategy for the United City of Yorkville. We will include the rationale for our findings based on the specific challenges and opportunities facing the United City of Yorkville and document our assumptions.

We will also identify where additional investigation, review, analysis, and next steps are recommended to continue moving the group toward its goal of reducing apparent water loss.

This task will also include the development of a Power BI Dashboard. EMA, if possible, will provide a Power BI dashboard that will provide real-time insights into the meter/billing data. The dashboard will contain the same data extraction and data queries that were used to provide the initial audit report and will allow data visualization and interactive reporting for the United City of Yorkville long-term.

Task 5 – Additional Services

With significant unknowns related to the data extraction and review, EMA recommends adding this task as a placeholder. With prior authorization from the United City of Yorkville, EMA will use this task item for any additional extraction, research, and data review to help identify and quantify apparent water losses and reduce non-revenue water. A budget of fifty hours has been included for this task.

Task 6 – Final Recommendations

As part of the project’s closeout, EMA will provide a Microsoft PowerPoint presentation outlining all the findings and corresponding action items. A virtual presentation of the material will be provided to the United City of Yorkville’s water loss and management team. This material will be provided before the team’s presentation, and EMA will incorporate any feedback or suggestions received. The presentation will include a prioritized action items list of improvements/updates.

Deliverables

The scope of work and tasks outlined present a high-level approach based on our understanding of your needs. The following table outlines the major task deliverables.

Task	Deliverables
Task 1: Project Management	Project Management
Task 2: Project Mobilization and Data Request	Kickoff Meeting Notes Request for Information
Task 3: Desktop Audit and Billing Data Review	Desktop Audit Input Review Billing Data Extraction and Analysis Zoning Comparison Refuse Account Comparison
Task 4: Consolidation and Analysis	Initial Finding Material, Action Item List Power BI Dashboard

Task 5: Additional Services	Additional Services (as needed)
Task 6: Final Recommendations	Initial presentation findings Final presentation material Presentation of findings and prioritized action item list

PROPOSED COST AND SCHEDULE

We anticipate that this project can be completed in approximately four months but will confirm and finalize the schedule with the United City of Yorkville staff during the kickoff. EMA assumes that all work will be performed remotely. The cost will be based on actual time and expenses with a not to exceed \$60,089.00.

	Principal in Charge	Project Manager Data Scientist	Data Scientist	GIS Specialist	Project Support	Total Hours	Total Cost
	\$ 261.00	\$ 247.00	\$ 134.00	\$ 137.00	\$ 116.00		
Project Management	4	12				16	\$ 4,008.00
Project Mobilization and Data Requests	1	14	30	2		47	\$ 8,013.00
Desktop Audit and Billing Data Review	2	22	110	16		150	\$ 22,888.00
Consolidation, Analysis, Dashboarding		12	68		2	82	\$ 12,308.00
Additional Services (as needed)		20	30			50	\$ 8,960.00
Final Recommendations	2	10	6		1	19	\$ 3,912.00
Total Hours	9	90	244	18	3	364	\$ 60,089.00
Total (\$)	\$ 2,349.00	\$ 22,230.00	\$ 32,696.00	\$ 2,466.00	\$ 348.00		\$ 60,089.00



Memorandum

To: Administration Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: January 26, 2026
Subject: **Soundscape Engineering – Master Consultant Agreement**
Contract for Professional Acoustic Consulting Services

Summary

Staff recommends that the Administrative Committee review and recommend approval of a Master Consultant Agreement with Soundscape Engineering for on-call acoustic consulting services for the United City of Yorkville.

Request Background

Soundscape Engineering is a nationally recognized acoustic consulting firm with licensed professional engineers and board-certified noise control specialists. The City has utilized Soundscape Engineering on a project-by-project basis for several years to provide specialized acoustic consulting services, most recently for multiple large-scale data center developments, including Cyrus One, Project Cardinal, and Project Steel.

As the volume and complexity of development proposals requiring expert noise and vibration analysis continues to increase, staff requested that Soundscape Engineering submit a Master Consultant Agreement. This agreement would allow the City to retain Soundscape Engineering on an as-needed basis through individual task orders, rather than executing separate contracts for each engagement.

Proposed Agreement

Under the proposed agreement, Soundscape Engineering would provide professional acoustic consulting services on an on-call basis, including but not limited to the following scopes of services:

- Peer review of applicant noise studies and modeling
- Field inspections, sound measurements, and compliance verification
- Coordination with applicants' acoustical consultants and City staff
- Attendance at meetings and public hearings, as requested
- Preparation of technical memoranda and letter reports

Specific services, schedules, and cost estimates would be authorized through individual Task Orders approved by the City. Additionally, services will be provided on a time-and-materials basis, with fees not to exceed the amount authorized in each Task Order. A 2026 hourly rate schedule is included in the agreement, with rates varying by staff classification. However, the consultant is required to notify the City and obtain written authorization prior to exceeding any approved Task Order amount.

Approval of this Master Consultant Agreement provides Council authorization on file should cumulative services exceed \$25,000 in a fiscal year, allowing work to proceed without interruption while maintaining City oversight through Task Orders.

Staff Comments

There is no direct budgetary impact associated with approval of the Master Consultant Agreement. Costs will only be incurred if and when task orders related to specific projects are issued, and expenses will be charged to the applicable project, department budget, or reimbursable engineering review escrow account prepaid by the developer, as appropriate.

Staff believes that the proposed Master Consultant Agreement with Soundscape Engineering is in the best interest of the City, provides continuity of specialized professional services, and improves administrative efficiency. The City Attorney has also reviewed the contract and finds it satisfactory. Therefore, staff recommends that the Administrative Committee recommend approval of the Master Consultant Agreement with Soundscape Engineering. This agreement is tentatively scheduled for the February 24, 2026 City Council meeting.

Attachments:

1. Draft Master Consultant Agreement

Resolution No. 2026-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS
APPROVING AN AGREEMENT FOR ACOUSTIC CONSULTING
SERVICES WITH SOUNDSCAPE CONSULTING LLC**

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

WHEREAS, as the complexity of development projects within the City increases, the City requires the assistance of an acoustic consultant to evaluate noise studies, conduct field inspections, prepare technical reports, and attend hearings, on an as-needed basis (the "*Project*"); and

WHEREAS, the City has recently contracted with Soundscape Consulting LLC ("*Soundscape*") to provide acoustic consulting services for several recent proposed data center projects; and

WHEREAS, Soundscape has submitted a Master Consultant Agreement and Scope of Services and Fee Proposal to the City (the "*Contract*"); and

WHEREAS, under the Contract, fees would be charged to the City on an as-needed project-by-project basis; and

WHEREAS, the City finds Contract to be satisfactory and wishes to enter into the Master Consultant Agreement with Soundscape Consulting LLC to provide acoustic consulting services to the United City of Yorkville, Illinois.

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

Section 1. The recitals set forth above are incorporated into this Resolution as if fully restated herein.

Section 2. That *Master Consultant Agreement to provide acoustic consulting services to the United City of Yorkville, Illinois*, by and between the City and Soundscape Consulting LLC, attached hereto as Exhibit A and made a part hereof by reference, is hereby approved, and the

Mayor and City Clerk are hereby authorized to execute said agreement 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

January 22, 2026

Ms. Krysti J. Barksdale-Noble, AICP
Community Development Director
(630) 553-8573 T
(630) 742-7808 M
knoble@yorkville.il.us

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

Subject: Master Consultant Agreement to provide acoustic consulting services to the United City of Yorkville, Illinois

Dear Ms. Barksdale-Noble:

Soundscape Engineering has been assisting the United City of Yorkville by providing acoustic consulting services on a project by project basis, most recently for the proposed Cyrus One Data Center, the proposed Project Cardinal Data Center, and the proposed Project Steel Data Center. You have requested this proposed "Master Consultant Agreement" so that you can take it to the City Council for approval with the understanding that even if Soundscape's cumulative services exceed \$25,000 in any given fiscal year, Council authorization will be on file to allow services to continue without interruption.

Qualifications

Soundscape Engineering is a consulting firm that provides sound and vibration measurement, assessment, and design consulting services. We do not sell any products or have affiliations with any product manufacturers, allowing us to provide an unbiased service to our clients. Each of our Principal and Associate Principal Consultants is a licensed professional engineer and/or is Board Certified by the Institute of Noise Control Engineering. We have provided engineering consulting to address noise and vibration issues for numerous environmental impact assessment projects. We have authored noise ordinances (most recently for the Village of Wilmette) and assisted many Cities and Villages with acoustic issues. We presently have long-term contracts with several entities, including the City of Grand Rapids (MI) to support them when noise issues arise. We have been providing acoustic consulting services to Yorkville on a project by project basis, most recently for the Cyrus One Data Center, Project Cardinal Data Center, and Project Steel Data Center.

Key Personnel

Firm partner Nathan Sevenser will be in responsible charge of the work performed under this agreement. Mr. Sevenser is an engineer with 29 years of experience as an acoustic consultant. He is Board-Certified by the Institute of Noise Control Engineering and has consulted on over 1,000 projects during his career.

Resumes for Mr. Sevenser and key staff that may support work performed under this agreement are included with the Soundscape Engineering company literature appended to this proposal.

Scope of Services

The scope of services will be set forth in individual Task Orders which reference this Master Consultant Agreement. Services may include the following aspects of acoustic consulting services:

- Technical peer review of noise studies and modeling (all phases)
- Field inspections/measurements and compliance verification (if needed)
- Attendance at staff/consultant meetings and public hearings (upon request)
- Coordination with applicants' acoustical teams and City staff
- Memos and/or letter reports
- Other acoustic consulting services mutually agreed upon by issuance and acceptance of a Task Order

Schedule

Soundscape Engineering shall commence, perform, and complete its Services according to the schedule agreed upon in the Task Order.

Typical turnaround time for a peer review is three weeks, but this will vary depending on the complexity of the work, study, or report being peer reviewed.

Typical turnaround time for site work is three weeks, but this will vary depending on the nature of the sitework. For sound level measurements, the turnaround time is dependent on the number of measurement locations, duration of the measurements, and acceptable weather conditions.

For meetings to be attended virtually and that take place during the workday, we prefer at least a three day notice of the meeting time. We prefer to have a minimum two week notice for meetings that will occur outside of typical workday hours and for all meetings to be attended in-person.

Professional Services Fee

Soundscape Engineering will perform services on a time plus expenses fee basis. Task Orders shall include a fee estimate. Soundscape will notify City prior to performing work that would result in the fee exceeding the estimate and will not proceed with the work until written authorization to exceed the initial Task Order estimate has been received from the City.

2026 Rate Schedule

Personnel	Rate (\$/hour)
Principal	265.00
Principal (Expert Witness) ¹	440.00
Associate Principal	245.00
Senior Consultant	220.00
Consultant	180.00
Associate Consultant	150.00
CAD Technician	150.00
Clerical	125.00
Intern Consultant	90.00

1. Expert witness testimony, depositions, and time attending hearings are charged at this rate.

Pass-through expenses may include airfare, mileage, lodging, meals, measurement equipment usage, printing, and other expenses reasonably incurred in the process of performing the Scope-of-Services. Expenses are passed on at cost (1.0 multiplier).

Soundscape Engineering LLC's hourly charge out rates are reviewed annually, typically in January, and, at that time, may be increased. Generally, the annual hourly rate increase is a nominal amount to correspond with our estimate of increases in the cost of doing business and inflation in the local or national economy, and we will notify the City in writing of any increase in charge out rates.

Primary Billing Contact

Sarah Sevener, Controller
Direct: (231) 974-2081
ssevener@soundscapeengineering.com

Soundscape Consulting LLC dba Soundscape Engineering
729 W. Ann Arbor Trl.
Plymouth, MI 48170

Final Note

Soundscape Engineering agrees to perform the Services set forth in Task Orders in accordance with the terms of this Master Consultant Agreement.

Soundscape Engineering's standard Additional Terms and Conditions are considered applicable to this Agreement and have been appended to this letter. Please review them to confirm their acceptability.

This Master Consultant Agreement, including attachments and Task Orders referencing this Agreement are incorporated herein by reference, and represent the entire Agreement and understanding between the parties. This Master Consultant Agreement may be modified or altered only in writing signed by authorized representatives of both parties.

If you have any questions regarding this proposed Master Consultant Agreement, please call or send an email. Otherwise, if this Master Consultant Agreement is acceptable, please sign in the location provided below and return to our office via email or postal service.

Sincerely,
Soundscape Engineering
Per:



Nathan Sevener, INCE Bd. Cert.
Principal Consultant

nsevener@SoundscapeEngineering.com
direct: (734) 669-3260

Enc: Additional Terms and Conditions, Soundscape W-9, Soundscape certificate of insurance, resumes for key Soundscape personnel

Authorization to Proceed – Sign below to accept this contract, including all terms and conditions. Please return a copy to us via email or mail.

Client (print entity name): _____

Client Address (if different than addressee on this proposal) _____

Approved by (print name): _____

Approved by (signature): _____

Date: _____

Additional Terms and Conditions

1. Soundscape Consulting LLC is domicile to the State of Michigan and registered with the Secretary of State in Indiana, Illinois, and Virginia.
2. "Soundscape Engineering" is a registered trade name of Soundscape Consulting LLC. Any reference herein to "Soundscape," "Soundscape Engineering," or "Soundscape Consulting" refers to Soundscape Consulting LLC.
3. For the local mailing address, contact Soundscape, or address purchase orders, payments, and mailings to Soundscape Consulting LLC, 729 W. Ann Arbor Trl., Plymouth, MI 48170.
4. Offers are valid for 60 days from the date of proposal issue, unless notice of offer termination is provided by Soundscape Engineering.
5. Fees are invoiced monthly. For fixed-fee basis contracts, the amount billed is based on the approximate percentage of Soundscape's scope-of-services that has been completed. For time basis fee contracts, the amount billed is based on the number of hours expended and our hourly rates.
6. Accounts are payable within 30 days of City approval of invoice.
7. Payments by credit card incur a 3.5% surcharge.
8. Either party may terminate this Agreement upon at least seven (7) days written notice in the event of a substantial failure by the other party to perform. Such termination shall not be effective if remedied before expiration of the period stated in the aforementioned notice. This Agreement may be terminated by either party, upon written notice to the other, in the event that the project is suspended for more than ninety (90) days.
9. Soundscape carries professional liability coverage with an annual and per claim limit of \$2,000,000. City hereby agrees that, to the fullest extent permitted by law, Soundscape's total liability to City for any and all injuries, claims losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to Soundscape's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (hereafter "City's claims") shall not exceed the total sum paid on behalf of or to Soundscape by Soundscape's insurers in settlement or satisfaction of City's claims under the terms and conditions of Soundscape's insurance policies applicable thereto. If no such insurance coverage is provided with respect to City's claims, then Soundscape's total liability to City for any and all such uninsured City's claims shall not exceed the compensation paid to Soundscape under this Agreement. Lapse of Soundscape's Insurance coverage will trigger automatic termination of this contract.
10. City agrees that any time incurred by Soundscape to attend depositions or hearings, or fulfill the demands of subpoena, either at the request of City or by Court Order, shall be paid for by the City at Soundscape's standard hourly rates.



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

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2025-16 & EDC 2026-05

Agenda Item Summary Memo

Title: PZC 2025-16 – 202 Wolf Street (Variance)

Meeting and Date: City Council – February 24, 2026

Synopsis: Proposed reduction in minimum front yard setback from 25 feet to 5 feet.

Council Action Previously Taken:

Date of Action: PZC – 2/11/26 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2025-16 & EDC 2026-05

Type of Vote Required: Majority

Council Action Requested: Approval

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

Agenda Item Notes:

See attached memo.



Memorandum

To: City Council
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Senior Planner
David Hansen, Senior Planner
Date: February 12, 2026
Subject: **PZC 2025-16 202 Wolf Street – Variance**
Reduced Front Yard Setback

SUMMARY:

Vera Pleva, petitioner, on behalf of GLP Real Estate, LLC, owner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting a variance to Section 10-3-9 of the Unified Development Ordinance, seeking to reduce the required minimum front yard setback from twenty-five (25) feet to five (5) feet for a parcel located at 202 Wolf Street. The variance is being requested to allow construction of an approximately 12' x 24' (288 sq. ft.) walk-in cooler addition for the existing laboratory supply manufacturing business on the property. The property is zoned M-1 Limited Manufacturing District and consists of an irregularly shaped 0.55-acre parcel owned by the petitioner, who operates General Laboratory Products.

The 30-year-old manufacturing business occupies an existing two-story, approximately 10,000-square-foot metal building constructed in 1999, according to Kendall County GIS data. Due to the subject property's unique site constraints not generally shared by other properties in the district, the use being consistent with the Comprehensive Plan land use designation, and that the reduced setback is not expected to negatively impact neighboring properties, the variance is recommended for approval.



202 WOLF STREET

United City of Yorkville, Illinois
Date: November 18, 2025
Data: Kendall County



VARIANCE REQUEST:

The Planning and Zoning Commission held a public hearing regarding the proposed variance request for the subject property on February 11, 2026. The commission made the following action on the motion below:

In consideration of testimony presented during a Public Hearing on February 11, 2026 and approval of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council for a request for bulk regulation variance to Section 10-3-9. Bulk and Dimensional Standards of the Unified Development Ordinance, reducing the required minimum front yard setback in the M-1 Limited Manufacturing District from twenty-five (25) feet to five (5) feet.

Action Item:

Linnane – aye; Williams– aye; Crouch – aye; Vinyard – aye; Werderich– aye; Forristall – aye.

6 ayes; 0 nays

ATTACHMENTS:

1. Draft Ordinance
2. Planning and Zoning Commission memo dated January 30, 2026
3. Petitioner Application (with attachments)
4. Public Hearing Notice

Ordinance No. 2026-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, GRANTING A FRONT YARD SETBACK VARIANCE FOR A PROPERTY LOCATED AT 202 E. WOLF STREET, YORKVILLE, ILLINOIS

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

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/11-13-5) the Mayor and City Council of the City (the “*Corporate Authorities*”) may provide for and allow variances to provide relief when strict compliance with the requirements of the City of Yorkville Unified Development Ordinance (the “*UDO*”) presents a particular hardship; and

WHEREAS, Vera Pleva, on behalf of General Laboratory Products, Inc. (the “*Applicant*”), requested relief from Section 10-3-9 of the UDO requiring a minimum front yard setback of twenty-five (25) feet for the property commonly known as 202 E. Wolf Street and identified by PIN No. 05-04-151-014 (the “*Subject Property*”); and

WHEREAS, notice of a public hearing on said application was published and pursuant to said notice the Planning and Zoning Commission of the City conducted a public hearing on February 11, 2026 on said application in accordance with the State statutes and the ordinances of the City; and

WHEREAS, the Planning and Zoning Commission made the required written Findings of Fact, finding that the variation met the standards in Section 10-8-9C of the UDO and recommended that the variance be granted; and

WHEREAS, the Corporate Authorities of the City of Yorkville have received and considered the recommendation of the Planning and Zoning Commission.

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

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

Section 2. That this Ordinance shall apply to the Subject Property legally described as:

THAT PART OF LOT 1 IN BLOCK 2 OF FOX INDUSTRIAL PARK UNIT 4 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 81 DEGREES 52 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 164.68; THENCE SOUTH 09 DEGREES 09 MINUTES 49 SECONDS, WEST PARALLEL WITH THE EAST LINE OF SAID LOT 1, 140.00 FEET; THENCE SOUTH 54 DEGREES 09 MINUTES 49 SECONDS WEST, 28.54 FEET; THENCE NORTH 81 DEGREES 52 MINUTES 08 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 1, 113.82 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 01 DEGREES 44 MINUTES 07 SECONDS WEST, ALONG SAID WEST LINE, 162.19 FEET FOR THE POINT OF BEGINNING IN THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

with Property Index Number 05-04-151-014.

Section 3. That the Planning and Zoning Commission made the following findings of fact:

- i. That the City Ordinance to be varied is Section 10-3-9 of the UDO.
- ii. That, due to the size of the property and existing conditions on the east and west sides of the property, a cooler addition to the building could not be erected on the side or back lots of the property.

- iii. The conditions necessitating this request for a variation are unique to the Subject Property, as there exists a drainage ditch on the property, limiting the space for adding a cooler to the existing building.
- iv. New regulations for manufacturing virus test media make the addition of a cooler on the existing property necessary for the business being operated therein.
- v. Permitting the variation will not injure the public welfare generally, or other properties in the neighborhood.
- vi. Reducing the setback variance on the Subject Property to allow the construction of a cooler addition on the existing building will not impair the adequate supply of light and air to adjacent properties, will not impair property values within the neighborhood, and will not increase danger to public safety.

and therefore recommend the City Council grant the requested variation.

Section 4. That a variation pursuant to Section 10-3-9 of the UDO reducing the front setback at the Subject Property from twenty-five (25) feet to five (5) feet is hereby granted.

Section 5. That the cooler addition shall be constructed, operated, and maintained in accordance with the requirements of the Yorkville City Code and generally located as shown on the attached civil site plan provided by the Applicant and made a part hereof as Exhibit A.

Section 6. That this Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

[Remainder intentionally left 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 _____

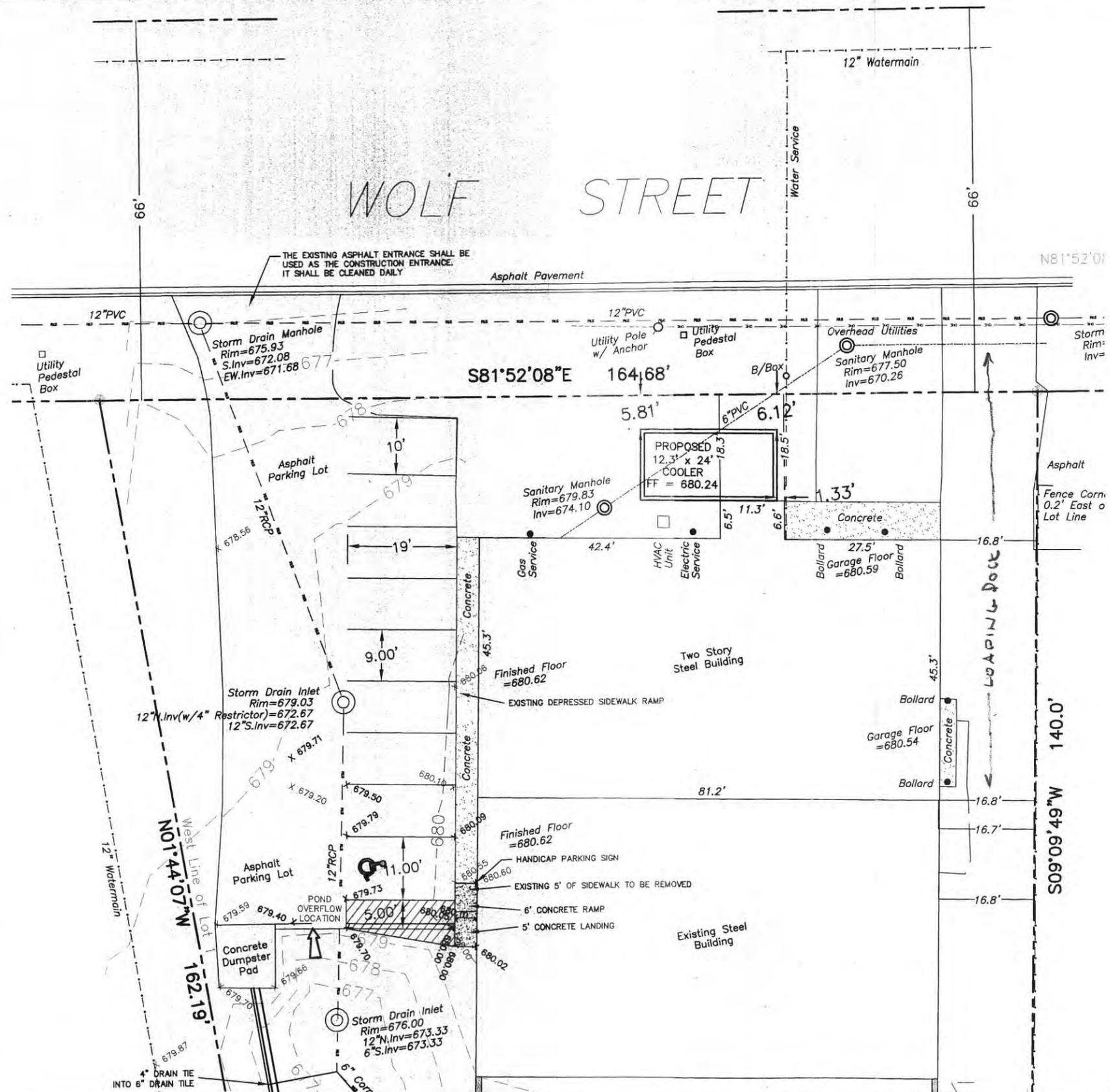
RUSTY HYETT _____

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

MAYOR

Attest:

CITY CLERK



PROFESSIONAL ENGINEER'S CERTIFICATION
STATE OF ILLINOIS, COUNTY OF KENDALL

I JOHN J. TEBRUGGE, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED UNDER MY PERSONAL DIRECTION BASED ON AVAILABLE DOCUMENTS AND FIELD MEASUREMENTS FOR THE EXCLUSIVE USE OF THE CLIENT NOTED HEREON.

GIVEN UNDER MY HAND & SEAL THIS 6TH DAY OF NOVEMBER, 2025.



John J. Tebrugge
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
NO. 0062-041828 EXPIRES NOV. 30, 2025

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ALL RIGHTS RESERVED. NO PART OF THESE CIVIL ENGINEERING PLANS MAY BE REPRODUCED, DISTRIBUTED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, INCLUDING PHOTOCOPYING, RECORDING, OR OTHER ELECTRONIC OR MECHANICAL METHODS, WITHOUT THE PRIOR WRITTEN PERMISSION OF TEBRUGGE ENGINEERING.

TEBRUGGE ENGINEERING
P.O. BOX 38, PLANO, IL 60545
PHONE: (630) 552-4390 FAX: (630) 552-4392

NO.	DATE	NOTES

PREPARED FOR:
WILLMAN & GROESCH
28 LAUREL CT, YORKVILLE, IL

202 WOLF STREET, YORKVILLE
CIVIL SITE PLAN

PROJECT NO. 14 313 02	SHEET NO. 1
SCALE: 1" = 20'	OF 1 SHEETS
DATE: 11/6/25	



Memorandum

To: Planning and Zoning Commission
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Senior Planner
David Hansen, Senior Planner
Date: January 30, 2026
Subject: **PZC 2025-16 202 Wolf Street – Variance**
Reduced Front Yard Setback

SUMMARY:

Vera Pleva, petitioner, on behalf of GLP Real Estate, LLC, owner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting a variance to Section 10-3-9 of the Unified Development Ordinance, seeking to reduce the required minimum front yard setback from twenty-five (25) feet to five (5) feet for a parcel located at 202 Wolf Street. The variance is being requested to allow construction of a walk-in cooler addition for the existing laboratory supply manufacturing business on the property.



202 WOLF STREET

United City of Yorkville, Illinois
Date: November 18, 2025
Data: Kendall County



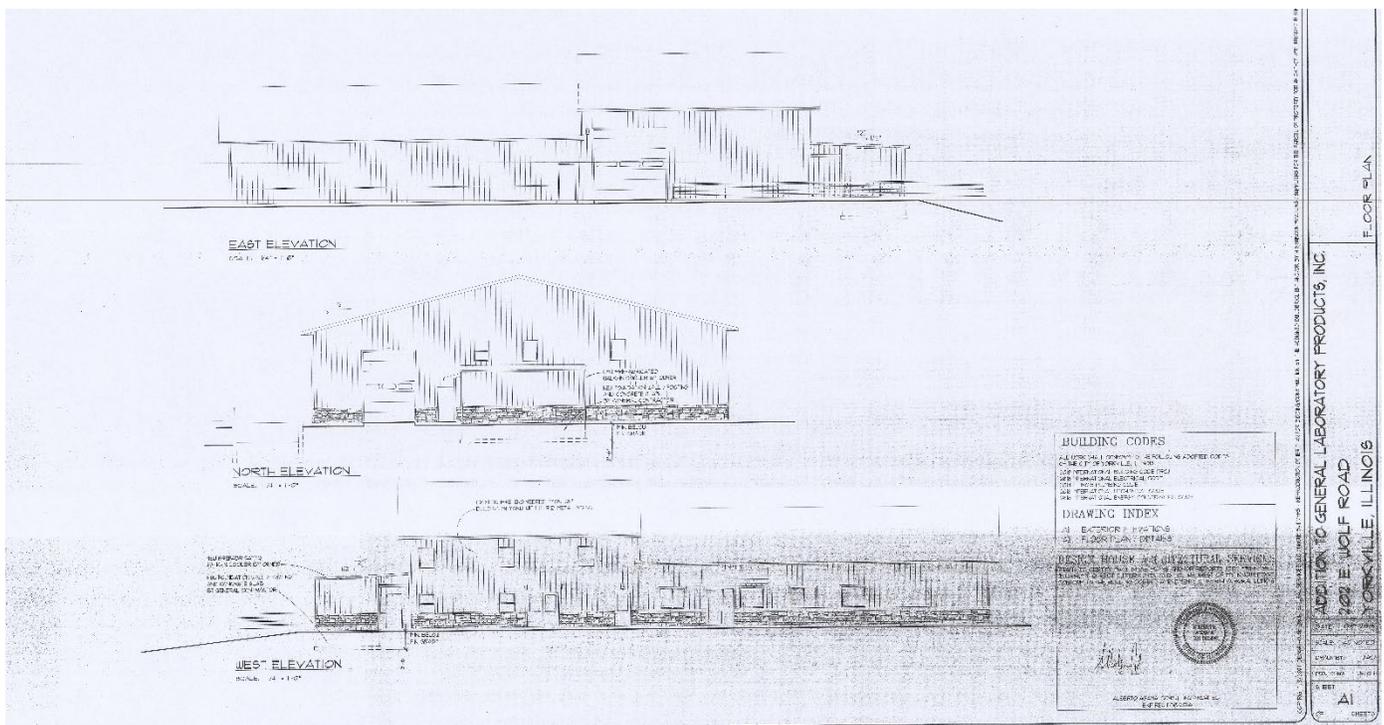
PROPERTY BACKGROUND:

The property is zoned M-1 Limited Manufacturing District and consists of an irregularly shaped 0.55-acre parcel owned by the petitioner, who operates General Laboratory Products. The 30-year-old manufacturing business occupies an existing two-story, approximately 10,000-square-foot metal building constructed in 1999, according to Kendall County GIS data. The facility produces petri dishes, glass tubes, and various bottles for industries including food and beverage processing, water and sanitation, healthcare, higher education, and biotechnology/pharmaceutical sectors. The following summarizes the immediate surrounding zoning classifications and land uses.

	Zoning	Land Use
North	M-1 Limited Manufacturing District	Riemenschneider Electric
South	M-1 Limited Manufacturing District	Red Dot Storage
East	M-1 Limited Manufacturing District	Red Dot Storage
West	M-1 Limited Manufacturing District	Yorkville Parks & Recreation Department Maintenance Facility

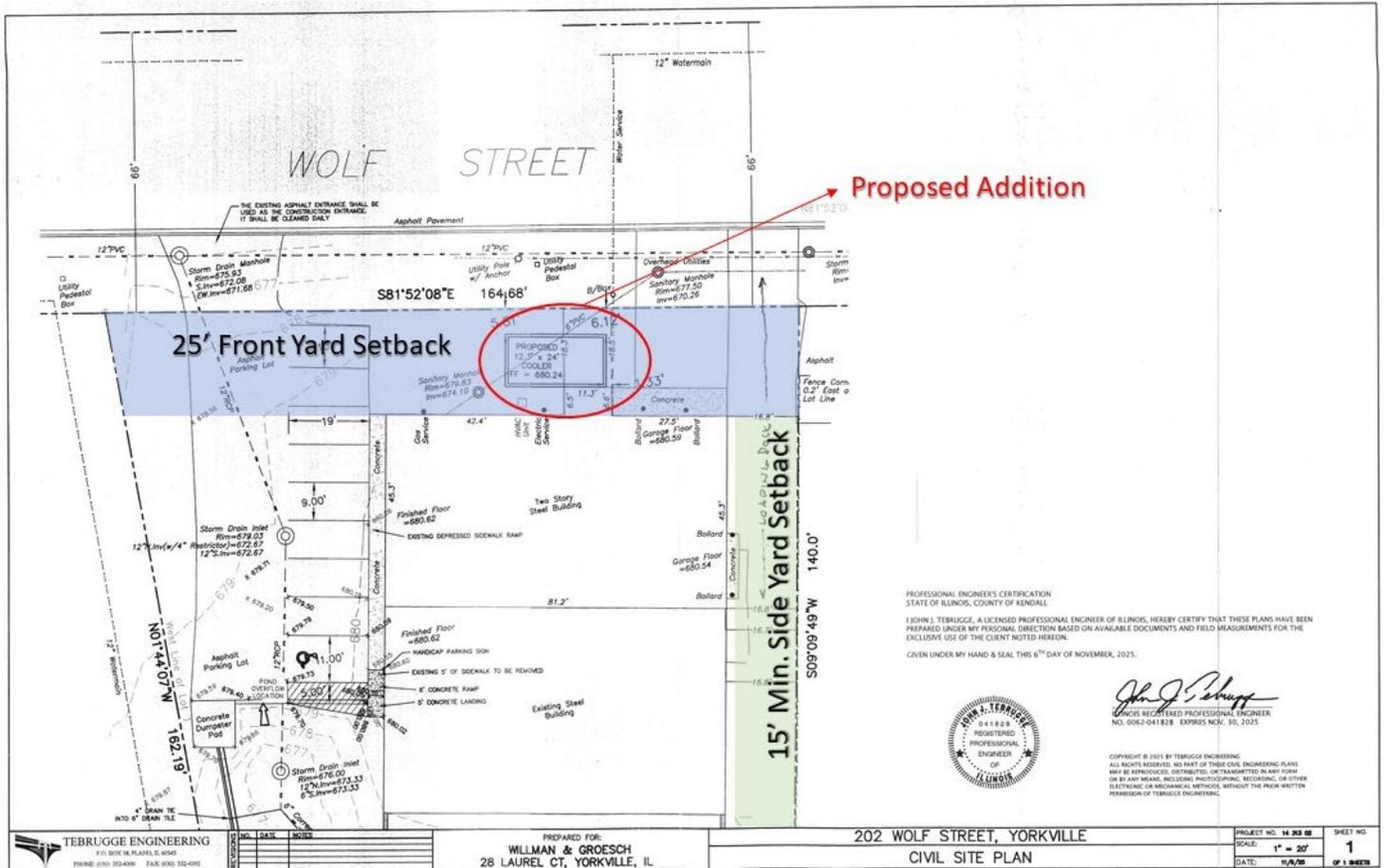
PROJECT DESCRIPTION:

The petitioner is requesting variance approval to Section 10-3-9. Bulk and Dimensional Standards in the Unified Development Ordinance to decrease the minimum front yard setback for the M-1 Limited Manufacturing District from the required twenty-five (25) feet to five (5) feet to allow construction of a walk-in cooler addition for the existing laboratory supply manufacturing business. The property owner needs to expand their internal workspace for operations but is constrained by the current parcel east and south boundaries, therefore, they plan to relocate the walk-in cooler from the interior of the building to the north side of the existing structure. The proposed addition will be an approximately 12' x 24' (288 sq. ft.) prefabricated addition sitting on a new concrete foundation with the exterior façade matching the existing hi-rib metal siding.



M-1 DISTRICT BULK REGULATIONS:

Although the petitioner is requesting relief from the minimum front yard setback requirement in the M-1 Limited Manufacturing District, the property will maintain all current access points off of Wolf Street and exceeds the minimum off-street parking requirement of 3 spaces (0.3 spaces/1,000 square feet) by providing nine (9) parking stalls. The property complies with all other bulk regulations for the district as detailed below:



Bulk Regulations for the M-1 Limited Manufacturing District	Minimum Requirements for the M-1 Limited Manufacturing District	Provided/Proposed by Subject Property
Front Yard	25 feet	25 feet existing 5 feet proposed
Side Yard (East)	15 feet ¹	16.7 feet
Rear Yard	20 feet	20 feet
Maximum Lot Coverage	85% (max. 20,185 sq. ft.)	~19,870 sq. ft. (83.6%) existing ~20,158 sq. ft. (84.8%) proposed
Maximum Building Height	N/A	~28 feet
Minimum Lot Size	N/A	23,748 sq. ft.
Minimum Lot Width	N/A	~151 feet

COMPREHENSIVE PLAN:

The 2016 Comprehensive Plan designates this property for future General Industrial (GI) use, intended to accommodate a wide range of warehousing and light manufacturing activities with minimal environmental impact. The Plan further identifies the Fox Industrial Park, where the subject parcel is located, as a 54-acre

¹ Minimum of 10% of lot width and a maximum of 20 feet, per [Table 10-3-9\(A\) Bulk and Dimensional Standards](#).

area comprised of small, single-tenant manufacturing and limited service-commercial lots originally developed in the 1970s. Due to its outdated layout, many parcels now have constrained opportunities for expansion, and only two (2) one-acre lots remain available for new development.

Figure 5.16: Fox Industrial Park Remaining Build-Out Parcels



The proposed expansion supports the existing manufacturing use and underlying zoning, keeping the land use aligned with the industrial intent of this designation and is, therefore, consistent with the 2016 Comprehensive Plan.

STAFF COMMENTS:

The subject property's irregular lot configuration and 0.55-acre size is one (1) of only two (2) parcels within the Fox Industrial Park with a lot area under one acre. This creates unique development constraints not generally shared by other properties in the district. While no other lot in the industrial park encroaches into the required 25-foot front yard setback, the combination of this parcel's smaller size, odd lot lines, and its limited expansion area presents a practical hardship if the strict application of the setback standard were enforced. These parcel conditions were not created by the current owner, and the proposed 12' x 24' walk-in cooler addition remains consistent with the existing industrial operations on the site.

Further, the reduced setback is not expected to negatively impact neighboring properties, as the addition maintains all current access, does not obstruct light or air for adjacent uses, and does not increase congestion or public safety risks. The property will continue functioning as a long-standing, low-impact manufacturing use, consistent with the Comprehensive Plan's General Industrial (GI) designation and compatible with the established development pattern of the Fox Industrial Park. Taken together, these factors indicate that the request satisfies the standards for hardship, uniqueness, public welfare, and Comprehensive Plan consistency required for variance approval. **Staff supports the request for variance.**

STANDARDS FOR GRANTING A VARIANCE:

Section 10-8-9-C states specific standards for variations which all recommendation bodies will review. **The petitioner has provided answers to each of the criteria in the application which are included in the packet for your review and will be entered into the public record as part of the public hearing process.** The standards are:

1. A particular hardship to the owner would result because of the physical surroundings, shape, or topographical conditions of the subject property, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
2. The conditions upon which the petition for a Variation is based are unique to the subject property and are not applicable, generally, to other properties within the same zoning district.
3. The difficulty or hardship is not created by any person presently having an interest in the property.
4. The Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.
5. The proposed Variation will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger to the public, or substantially diminish or impair property values within the neighborhood.
6. The proposed Variation is consistent with the official comprehensive plan and other development standards and policies of the City.

PROPOSED MOTION:

In consideration of testimony presented during a Public Hearing on February 11, 2026 and approval of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council for a request for bulk regulation variance to Section 10-3-9. Bulk and Dimensional Standards of the Unified Development Ordinance, reducing the required minimum front yard setback in the M-1 Limited Manufacturing District from twenty-five (25) feet to five (5) feet, and subject to... {insert any additional conditions of the Planning and Zoning Commission} ...

ATTACHMENTS:

1. Petitioner Application (with attachments)
2. Public Hearing Notice



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 VARIANCE

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input 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: \$
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ <small># of Acres Acres over 5 Amount for Extra Acres Total Amount</small>		Total: \$
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres <i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i> _____ - 5 = _____ x \$10 = _____ + \$200 = \$ _____ <small># of Acres Acres over 5 Amount for Extra Acres Total Amount</small>		Total: \$
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ <small># of Acres Acres over 5 Amount for Extra Acres Total Amount</small>		Total: \$
ZONING VARIANCE	<input checked="" type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$ 585.00
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		Total: \$
TOTAL AMOUNT DUE:			585.00



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 VARIANCE

ATTORNEY INFORMATION	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
ENGINEER INFORMATION	
NAME: John J. Tebrugge	COMPANY: Tebrugge Engineering
MAILING ADDRESS: P.O. Box 38	
CITY, STATE, ZIP: Plano, Illinois 60545	TELEPHONE: 630-552-4390
EMAIL: info@tebruggeengineering.com	FAX: 630-552-4392
LAND PLANNER/SURVEYOR INFORMATION	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
ATTACHMENTS	
<p>Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".</p> <p>Petitioner must list the names and addresses of any adjoining or contiguous landowners within 500 feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".</p>	
VARIANCE STANDARDS	
<p>PLEASE CONFIRM THE PROPOSED VARIATION IS CONSISTENT WITH THE OFFICIAL COMPREHENSIVE PLAN AND OTHER DEVELOPMENT STANDARDS AND POLICIES OF THE CITY.</p> <p>I confirm the proposed variation is consistent with official Comprehensive Plan & other Development Standards and policies of the city.</p>	



United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
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APPLICATION FOR VARIANCE

VARIANCE STANDARDS

PLEASE STATE THE VARIANCE REQUESTED AND THE CITY ORDINANCE INCLUDING THE SECTION NUMBERS TO BE VARIED:

Section 10-4-16-A of the UDO

PLEASE STATE HOW THE PARTICULAR SURROUNDINGS, SHAPE OR TOPOGRAPHICAL CONDITIONS OF THE SPECIFIC PROPERTY INVOLVED, A PARTICULAR HARDSHIP TO THE OWNER WOULD RESULT, AS DISTINGUISHED FROM A MERE INCONVENIENCE, IF THE STRICT LETTER OF REGULATIONS WAS CARRIED OUT:

Cooler needs to be accessed from 2 story steel building. East and West sides are occupied with Parking & loading Dock

PLEASE STATE HOW THE CONDITIONS UPON WHICH THE APPLICATION FOR A VARIATION IS BASED ARE UNIQUE TO THE PROPERTY FOR WHICH THE VARIATION IS SOUGHT AND ARE NOT APPLICABLE, GENERALLY, TO OTHER PROPERTY WITHIN THE SAME ZONING CLASSIFICATION:

This Lot has space taken up with detention/retention pond

PLEASE STATE HOW THE ALLEGED DIFFICULTY OR HARDSHIP IS CAUSED BY THIS TITLE AND HAS NOT BEEN CREATED BY ANY PERSON PRESENTLY HAVING AN INTEREST IN THE PROPERTY:

New Regulations for Manufacturing virus test media makes this addition necessary.



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 VARIANCE

VARIANCE STANDARDS

PLEASE STATE HOW THE GRANTING OF THE VARIATION WILL NOT BE DETRIMENTAL TO THE PUBLIC WELFARE OR INJURIOUS TO OTHER PROPERTY OR IMPROVEMENTS IN THE NEIGHBORHOOD IN WHICH THE PROPERTY IS LOCATED:

Addition does not interfere with Public Utilities or site line for traffic, and is farther back than entrance fence to West neighbor. Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

PLEASE STATE HOW THE PROPOSED VARIATION WILL NOT IMPAIR AN ADEQUATE SUPPLY OF LIGHT AND AIR TO ADJACENT PROPERTY, OR SUBSTANTIALLY INCREASE THE CONGESTION IN THE PUBLIC STREETS, OR INCREASE THE DANGER TO THE PUBLIC SAFETY, OR SUBSTANTIALLY DIMINISH OR IMPAIR PROPERTY VALUES WITHIN THE NEIGHBORHOOD:

Proposed variation will not be impairing adequate supply of light & air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of public safety, or diminish or impair values within the neighborhood.

Proposed addition will include stone wains coat across entire North Side of building.

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.

[Handwritten Signature]

PETITIONER SIGNATURE

11/13/2025

DATE

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

[Handwritten Signature]

OWNER SIGNATURE

11/13/2025

DATE

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:

Subscribed and sworn before me this 13th day of November, 2025.



Laurel L. Heubel - Notary Public



United City of Yorkville
 651 Prairie Pointe Drive
 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: 202 E. Wolf Street, Yorkville, Illinois 60560
-----------------	----------------------	---

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: Vera Pleva	COMPANY: General Laboratory Products, Inc.
MAILING ADDRESS: 202 E. Wolf Street	
CITY, STATE, ZIP: Yorkville, Illinois 60560	TELEPHONE: 630-553-6000
EMAIL: glp@ameritech.net	FAX: 630-553-6008

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.

Vera Pleva	President
PRINT NAME	TITLE
	11/13/2025
SIGNATURE*	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		

**CERTIFIED MAILING
AFFIDAVIT**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I/We, VERA Pleva, petitioner, being first duly sworn, do hereby state under oath that to the best of my knowledge the **attached** list is a true, correct and **complete list of all permanent parcel numbers, and names and addresses of owners**, of all lots and parts of lots located within 500 feet (exclusively of any public streets and alleys) of the property legally described on the attached application for annexation, rezoning, special use permit, planned unit development, variation, or other zoning amendment. I further state that said list was obtained from the current tax rolls of the Kendall County Treasurer's Office. I further state that I mailed by U.S. Certified Mail, Return Receipt Requested, a copy of the Public Notice of Public Hearing before the United City of Yorkville Planning and Zoning Commission for the Public Hearing held on Wednesday, _____, at the United City of City Council Chambers, Yorkville, Illinois. The notice was mailed to the attached list of all of the permanent parcel numbers and names and addresses of owners at the U.S. Post office on _____, 20_____.



Signature of Petitioner(s)

Subscribed and sworn to before me this
13th day of November, 202025



Notary Public





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:		PARCEL NUMBER:
SUBDIVISION:		LOT/UNIT:
APPLICANT INFORMATION		
NAME:	TELEPHONE: <input type="radio"/> HOME <input type="radio"/> BUSINESS	
ADDRESS:	E-MAIL: <input type="radio"/> HOME <input type="radio"/> BUSINESS	
CITY, STATE, ZIP:	FAX:	
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, 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		_____ DATE
DATE RETURNED: _____		
RECEIVED BY: _____		PZC# _____

THAT PART OF LOT 1 IN BLOCK 2 OF FOX INDUSTRIAL PARK UNIT 4 DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 81 DEGREES 52
MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 164.68; THENCE SOUTH 09
DEGREES 09 MINUTES 49 SECONDS, WEST PARALLEL WITH THE EAST LINE OF SAID LOT 1, 140.00
FEET; THENCE SOUTH 54 DEGREES 09 MINUTES 49 SECONDS WEST, 28.54 FEET; THENCE
NORTH 81 DEGREES 52 MINUTES 08 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID
LOT 1, 113.82 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 01 DEGREES 44 MINUTES
07 SECONDS WEST, ALONG SAID WEST LINE, 162.19 FEET FOR THE POINT OF BEGINNING IN THE
CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

SERIES TWO 1211 BADGER BADGER STREET PROPERTIES LLC
JIM SCHWEBKE
1211 BADGER ST
YORKVILLE IL 60560

RICHARD E LUCAS REV TR
RICHARD E LUCAS JR
208 WOLF ST
YORKVILLE IL 60560

BRUCE SHARON HINTZSCHE
8346 S TUMBLING R RANCH PLACE
VAIL AZ 85641

GLP REAL ESTATE LLC
77 RON HILL RD
YORKVILLE IL 60560

CITY OF YORKVILLE
651 PRAIRIE POINTE DR
YORKVILLE IL 60560

FOX VALLEY FARM PARTNERSHIP
ALEXANDRA JURIGA
106 LE GRANDE BLVD
AURORA IL 60506

TTEE OF FAM SELF STORAGE V 3 DST FLATIRONS SELF STORAGE V DST MGR LLC
SROA WS C POOLING INC
2751 S DIXIE HWY STE 450
WEST PALM BEACH FL 33405

CITY OF YORKVILLE
651 PRAIRIE POINTE DR
YORKVILLE IL 60560

RICHARD SUSAN KUNZELMAN
1211 BADGER ST
YORKVILLE IL 60560

FLATIRONS SELF STORAGE II DST TRUSTEE LLC
SROA WS C POOLING LLC
2751 S DIXIE HWY STE 450
WEST PALM BEACH FL 33405

SANDRA K VESELKA TRUST
62 WOODEN BRIDGE DR
YORKVILLE IL 60560

SCOTT M RIEMENSCHNEIDER TR
8635 DOE CT
YORKVILLE IL 60560

KRAMER NANCY L KRAMER JAMES D DEC LIV TR
643 DOUGLAS ST
OSWEGO IL 60543

RR II DEVELOPMENT LLC
181 WOLF ST
YORKVILLE IL 60560

RICHARD SUSAN KUNZELMAN
1211 BADGER ST UNIT 2
YORKVILLE IL 60560

DEER ST ALWAYS FAITHFUL PROPERTIES LLC
ROBERT VELAZQUEZ
1996 CANNONBALL TR
BRISTOL IL 60512

MARK R LIV TR OMALLEY LISA L LIV TR OMALLEY
91 LILLIAN LN
YORKVILLE IL 60560

SCOTT M RIEMENSCHNEIDER TR
8635 DOE CT
YORKVILLE IL 60560

FOX VALLEY FARM PARTNERSHIP
ALEXANDRA JURIGA
106 LE GRANDE BLVD
AURORA IL 60506

JP CONSTRUCTION
181 WOLF ST UNIT E
YORKVILLE IL 60560

RR II DEVELOPMENT LLC
181 WOLF ST
YORKVILLE IL 60560

NARVICK BROTHERS LUMBER CO
1037 ARMSTRONG ST
MORRIS IL 60450

THOMAS W TANNER LIV TRUST
54 WOODLAND DR
YORKVILLE IL 60560

CHICAGO TITLE INSURANCE CO
BURKS DONALD
1207 BADGER ST
YORKVILLE IL 60560

SERIES ONE 1210 BADGER BADGER STREET PROPERTIES LLC
JAMES SCHEBKE
1211 BADGER ST
YORKVILLE IL 60560

RESTORE INVESTORS LLC
1045 STILLWATER CT
YORKVILLE IL 60560

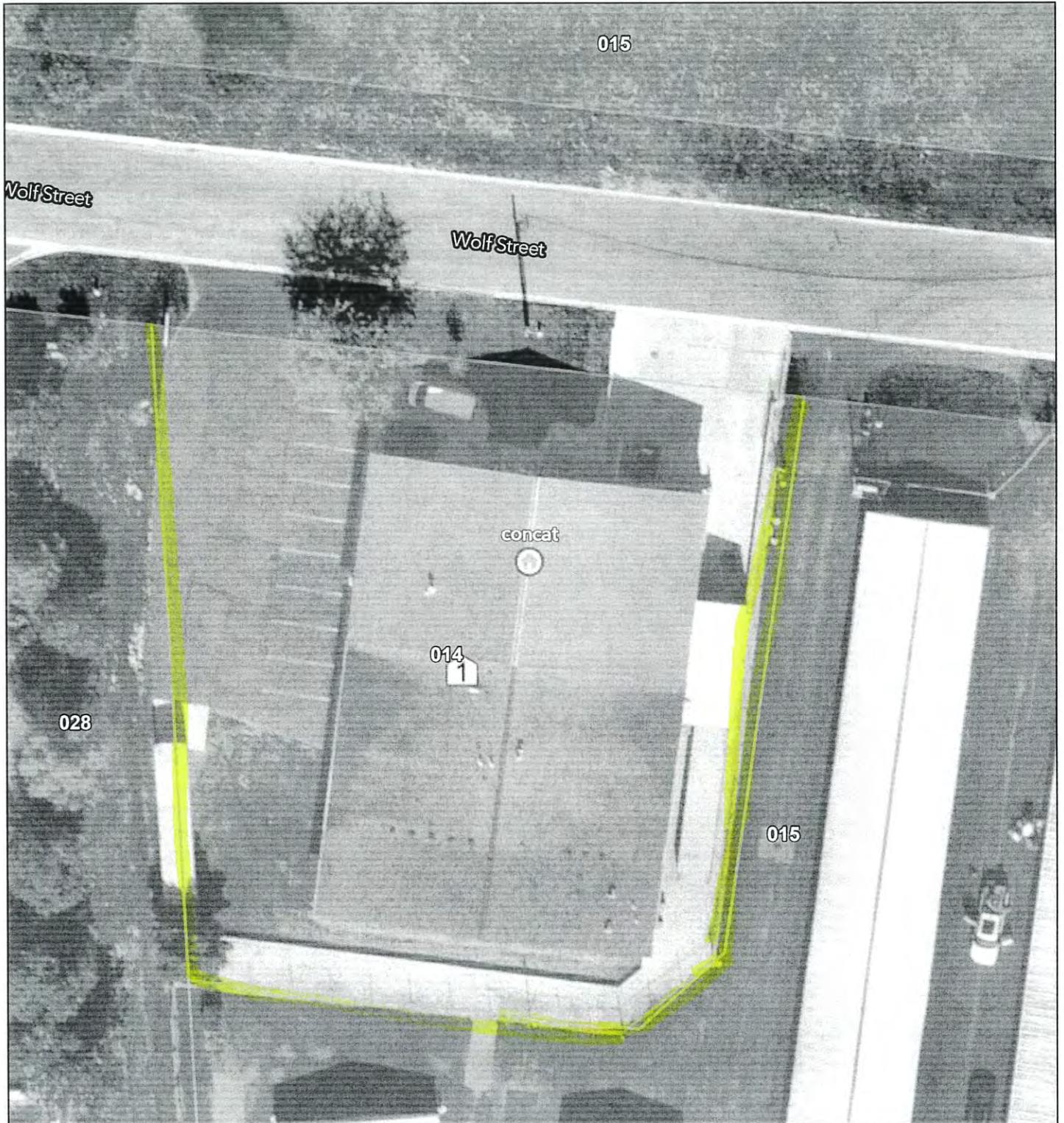
WATER PRODUCTS CO OF IL INC
PO BOX 50
AURORA IL 60507

REVOLUTION INVESTMENTS LLC
8942 WILCOX CT
NEWARK IL 60541

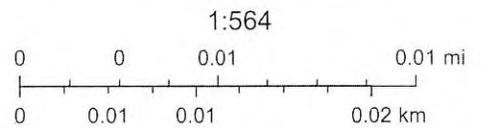
RENUKA LLC
4708 TORPHIN HILL CT
NAPERVILLE IL 60564

RONALD GEORGE REINERT
1208 BADGER ST
YORKVILLE IL 60560

Kendall County GIS Parcel Viewer Export

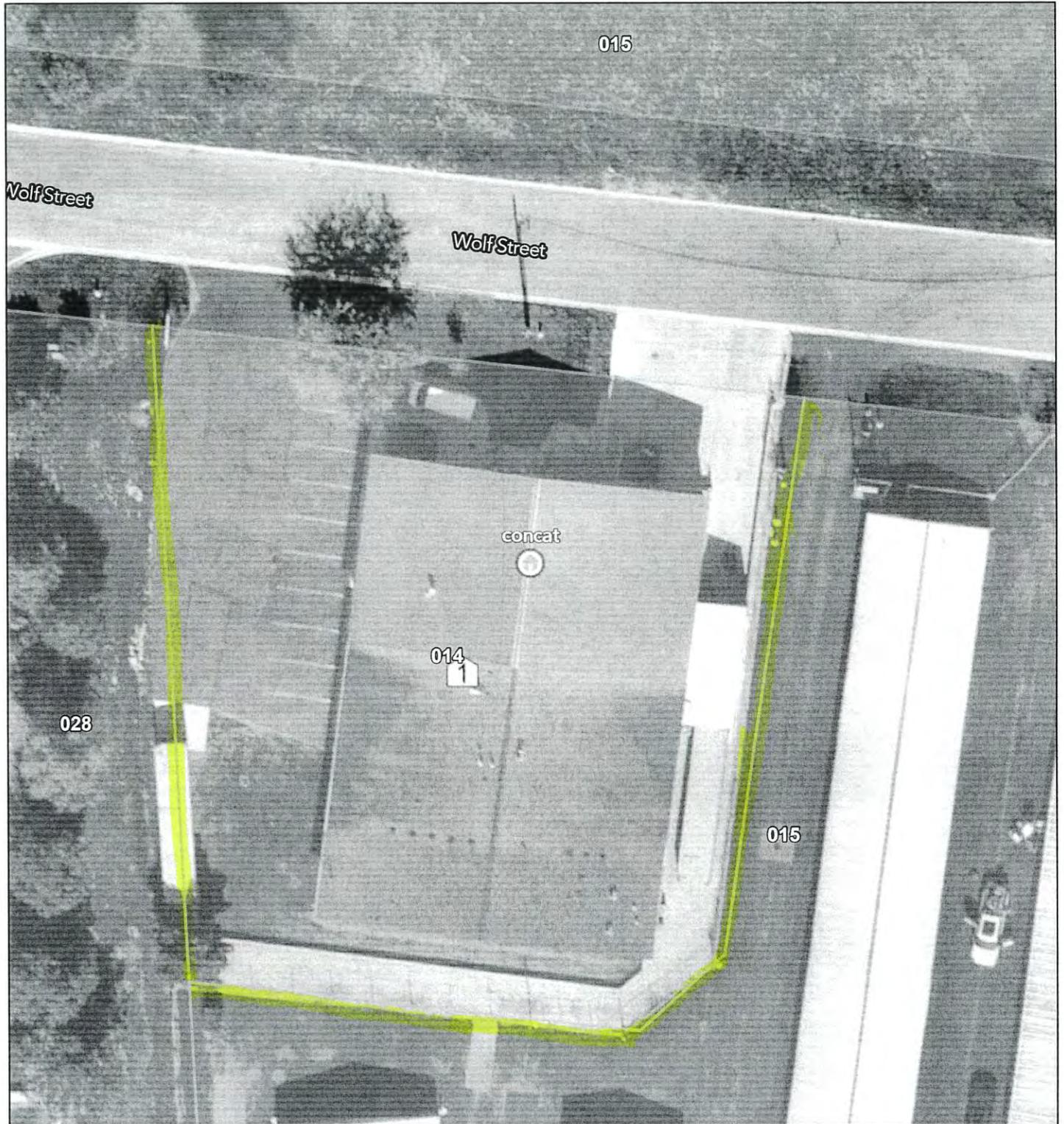


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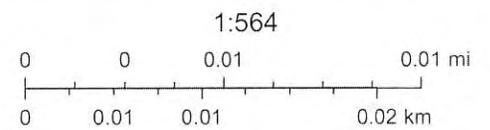


OpenStreetMap, Nearmap

Kendall County GIS Parcel Viewer Export

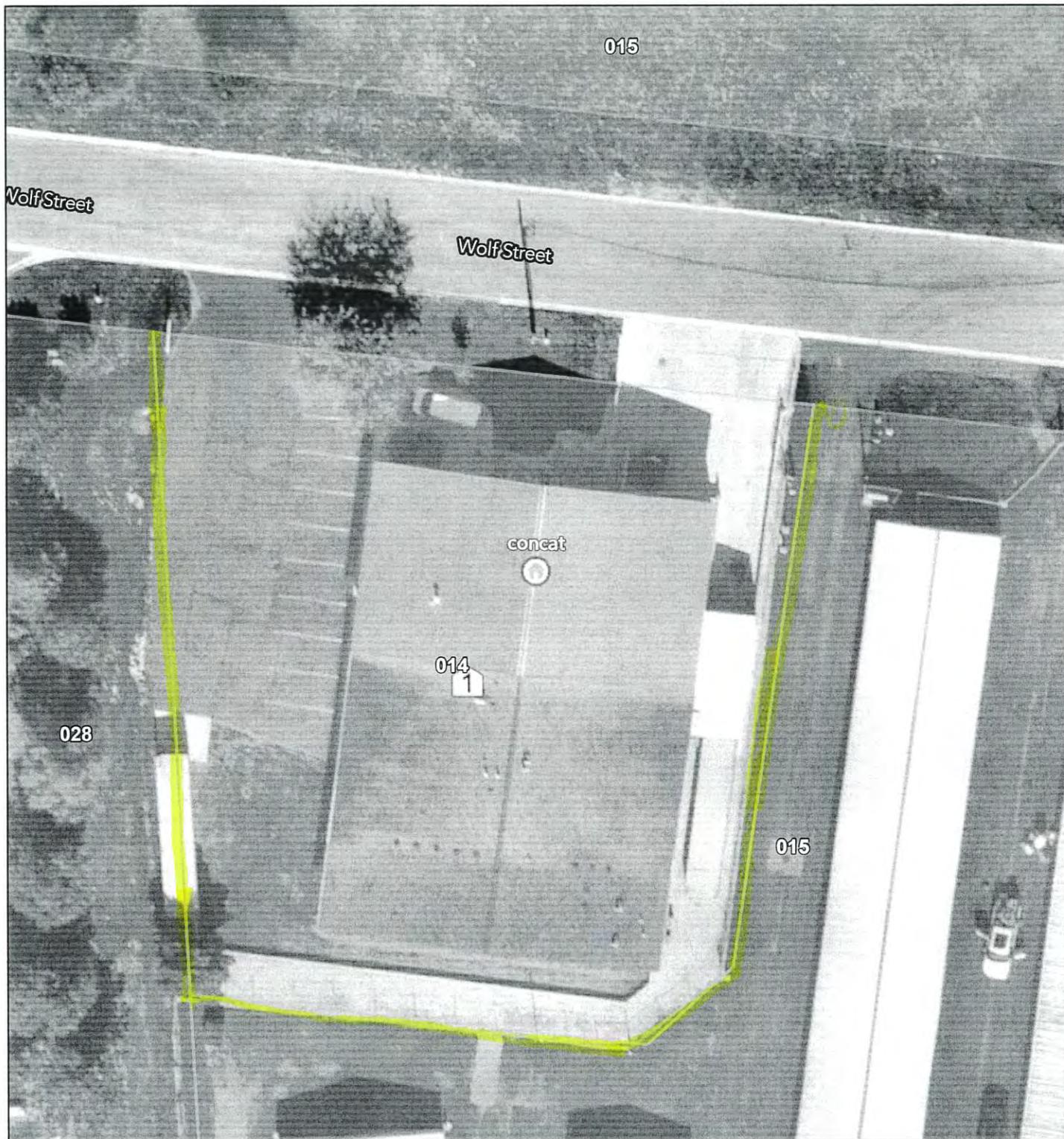


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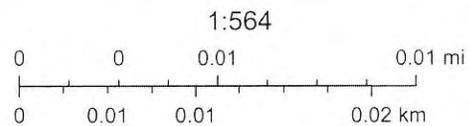


OpenStreetMap, Nearmap

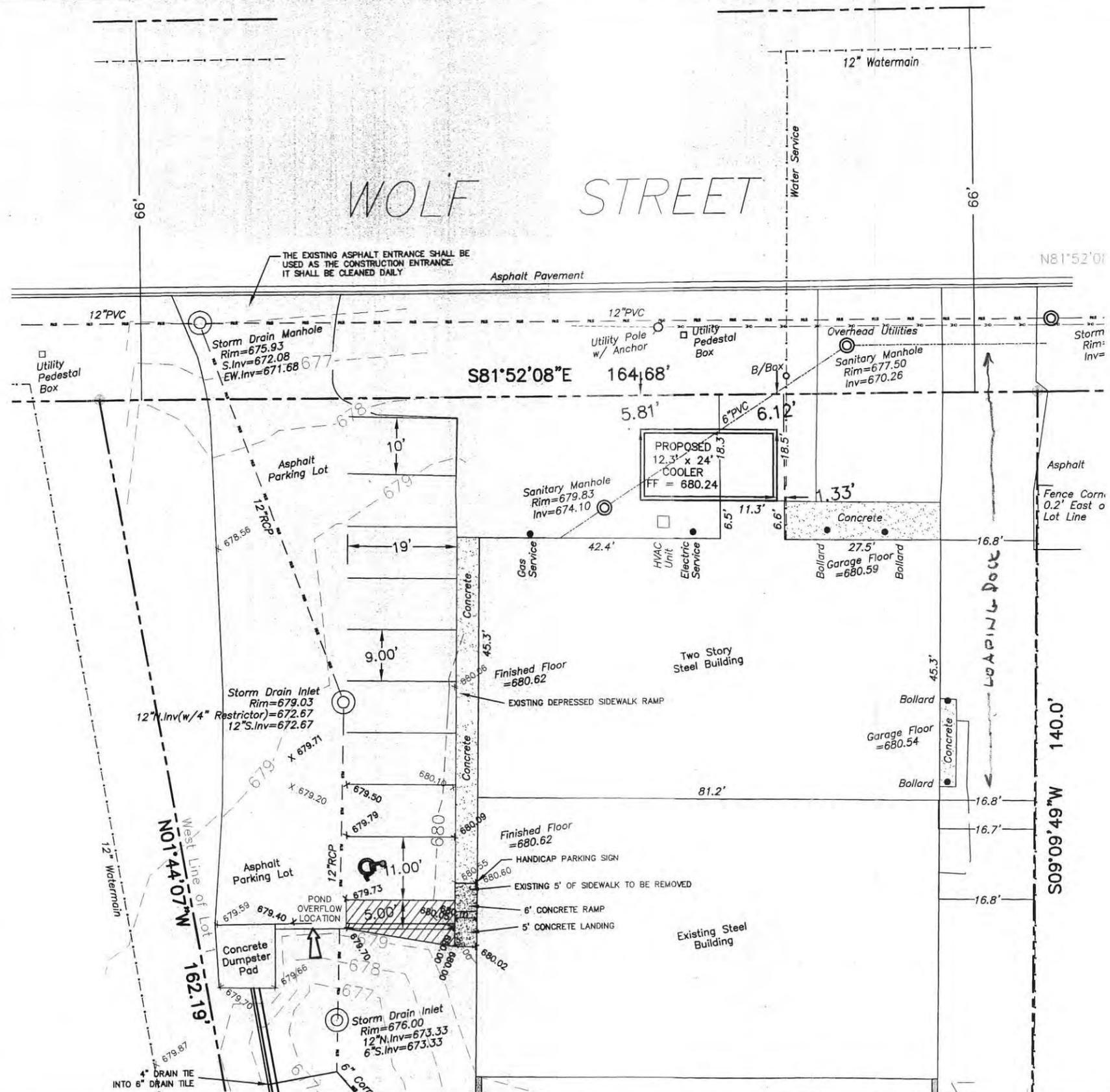
Kendall County GIS Parcel Viewer Export



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OpenStreetMap, Nearmap



PROFESSIONAL ENGINEER'S CERTIFICATION
STATE OF ILLINOIS, COUNTY OF KENDALL

I JOHN J. TEBRUGGE, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED UNDER MY PERSONAL DIRECTION BASED ON AVAILABLE DOCUMENTS AND FIELD MEASUREMENTS FOR THE EXCLUSIVE USE OF THE CLIENT NOTED HEREON.

GIVEN UNDER MY HAND & SEAL THIS 6TH DAY OF NOVEMBER, 2025.



John J. Tebrugge
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
NO. 0062-041828 EXPIRES NOV. 30, 2025

COPYRIGHT © 2025 BY TEBRUGGE ENGINEERING
ALL RIGHTS RESERVED. NO PART OF THESE CIVIL ENGINEERING PLANS MAY BE REPRODUCED, DISTRIBUTED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, INCLUDING PHOTOCOPYING, RECORDING, OR OTHER ELECTRONIC OR MECHANICAL METHODS, WITHOUT THE PRIOR WRITTEN PERMISSION OF TEBRUGGE ENGINEERING.

NO.	DATE	NOTES

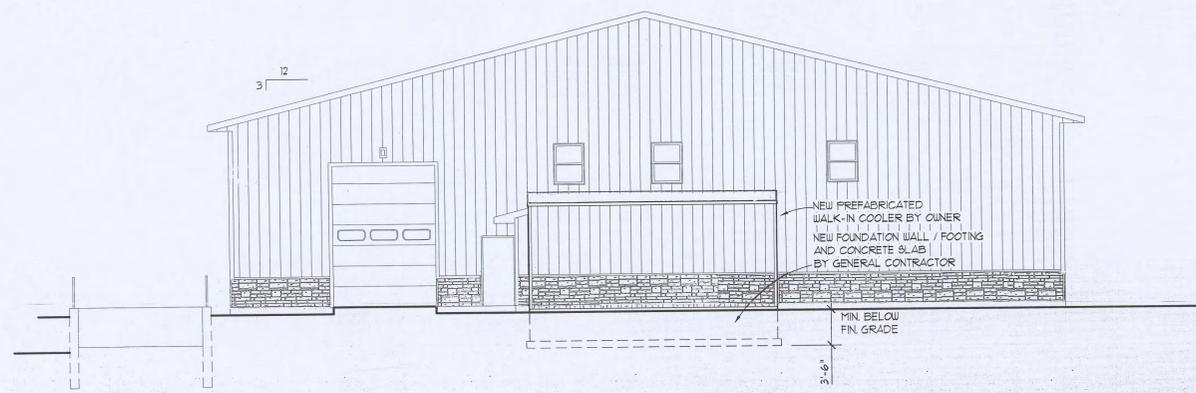
REVISIONS	BY
EXTERIOR ELEVATIONS	JAC

DESIGN HOUSE ARCHITECTURAL SERVICES, LLC

James A. Childress
 An Illinois Licensed Professional Design Firm
 4562 Carrano St., Unit F
 Yorkville, Illinois 60560
 phone 630-385-2482
 mobile 630-399-3094
 email: DESIGN@dh-ai.com
 PDF License No. 184009333



EAST ELEVATION
 SCALE: 1/4" = 1'-0"



NORTH ELEVATION
 SCALE: 1/4" = 1'-0"



WEST ELEVATION
 SCALE: 1/4" = 1'-0"

BUILDING CODES
 ALL WORK SHALL CONFORM TO THE FOLLOWING ADOPTED CODES.
 OF THE CITY OF YORKVILLE, ILLINOIS
 2018 INTERNATIONAL BUILDING CODE (IRC)
 2018 INTERNATIONAL ELECTRICAL CODE
 2014 ILLINOIS PLUMBING CODE
 2018 INTERNATIONAL MECHANICAL CODE
 2018 INTERNATIONAL ENERGY CONSERVATION CODE

DRAWING INDEX
 A1 EXTERIOR ELEVATIONS
 A2 FLOOR PLAN / DETAILS

DESIGN HOUSE ARCHITECTURAL SERVICES
 THIS IS TO CERTIFY THAT THESE PLANS AND/OR REPORTS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE CONFORM TO THE BUILDING CODES / AMENDMENTS OF NORTH AURORA, ILLINOIS

Alberto Agama



ALBERTO AGAMA, CONSULTING ARCHITECT
 EXPIRES 11/30/2026

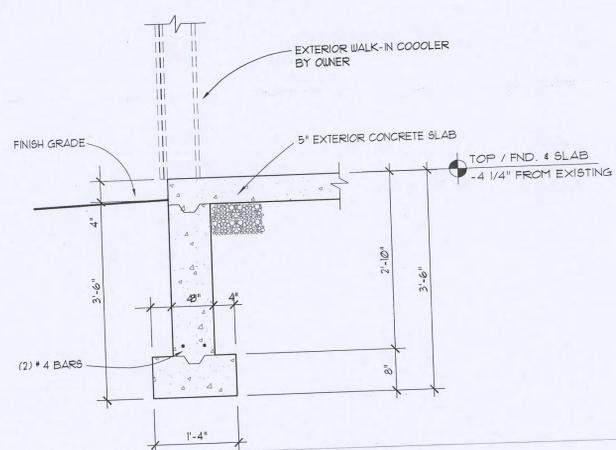
COPYRIGHT © 2024 DESIGN HOUSE ARCHITECTURAL SERVICES, LLC / ILLINOIS BUILDERS - REPRODUCTION OTHER THAN FOR BIDDING/CONSTRUCTION BY THE ABIGAINED BUILDER/CLIENT AND/OR BY HIS SUBCONTRACTORS / SUPPLIERS FOR THE PARCEL OF PROPERTY FOR WHICH THEY ARE INTENDED IS STRICTLY FORBIDDEN WITHOUT WRITTEN ASSIGNMENT FROM DESIGN HOUSE ARCHITECTURAL SERVICES

ADDITION TO GENERAL LABORATORY PRODUCTS, INC.
202 E. WOLF ROAD
YORKVILLE, ILLINOIS

DATE: 11/27/2023
 SCALE: AS NOTED
 DRAWN BY: JAC
 PROJECT NO: 251107
 SHEET
A1
 OF SHEETS

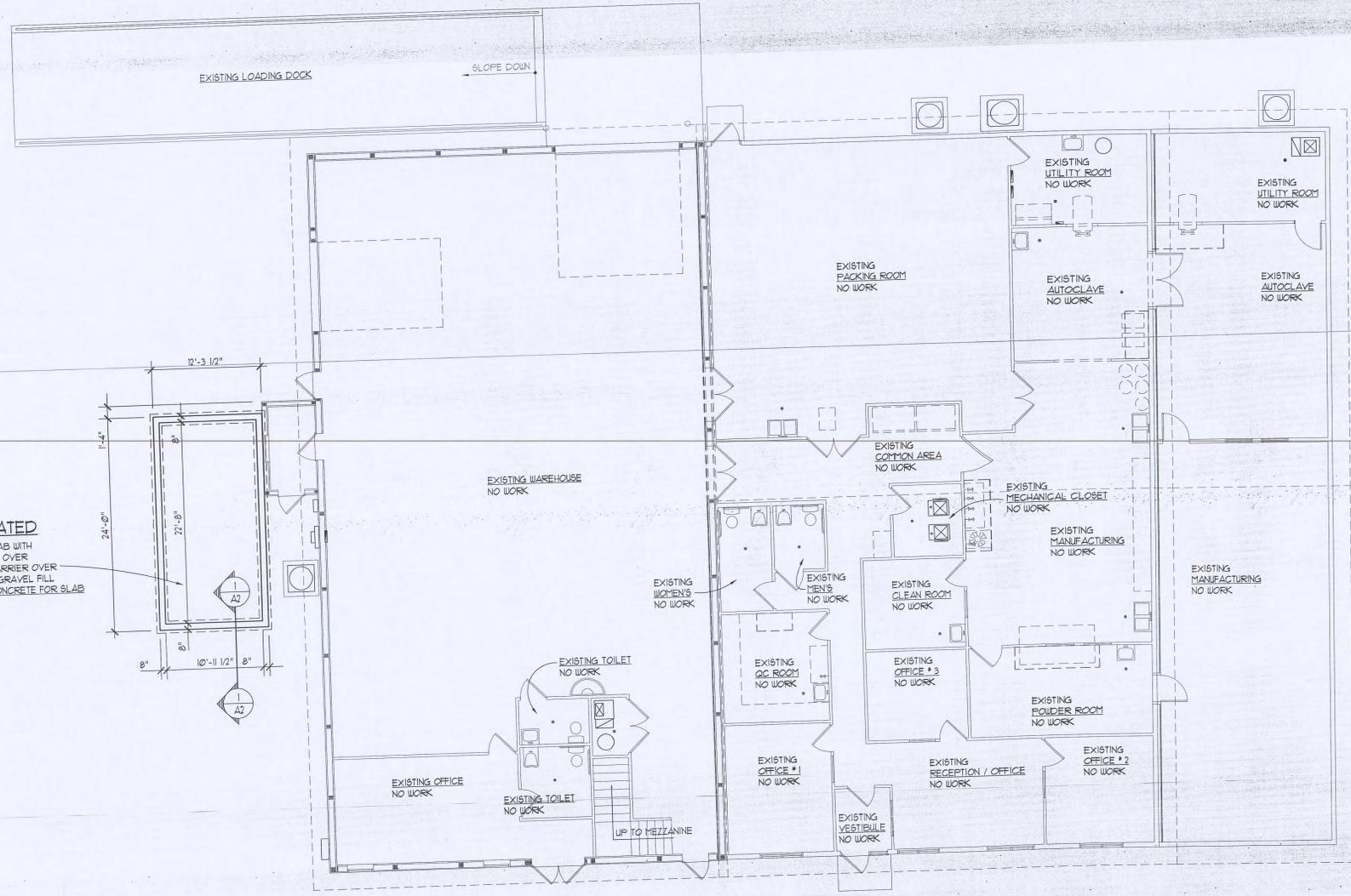
FLOOR PLAN

10-446 11-714



1 NEW FOUNDATION WALL / SLAB DETAIL
SCALE: 3/4" = 1'-0"

UNEXCAVATED
5" CONCRETE SLAB WITH
6" X 6" 10/10 W/M OVER
6 MIL VAPOUR BARRIER OVER
6" COMPACTED GRAVEL FILL
MIN. 3500 PSI CONCRETE FOR SLAB



COMPOSITE BUILDING FLOOR PLAN
SCALE: 1/8" = 1'-0"

REVISIONS	BY
PERMIT SET	JAC

DESIGN HOUSE ARCHITECTURAL SERVICES, LLC
James A. Childress
An Illinois Licensed Professional Design Firm
4562 Carrizano St., Unit F
Yorkville, Illinois 60560
phone 630.385.7482
mobile 630.399.3084
email: DESIGNHS@aol.com
IDF License No. 184003933

COPYRIGHT © 2024, DESIGN HOUSE ARCHITECTURAL SERVICES, LLC / THESE BUILDERS - REPRODUCTION OTHER THAN FOR BIDDING CONSTRUCTION BY THE ASSIGNED BUILDERCREDIT AND/OR BY HIS SUBCONTRACTORS / SUPPLIERS FOR THE PARCEL OF PROPERTY FOR WHICH THEY ARE INTENDED IS STRICTLY FORBIDDEN WITHOUT WRITTEN ASSIGNMENT FROM DESIGN HOUSE ARCHITECTURAL SERVICES

ADDITION TO GENERAL LABORATORY PRODUCTS, INC.
202 E. WOLF ROAD
YORKVILLE, ILLINOIS

DATE:	11/07/2025
SCALE:	AS NOTED
DRAWN BY:	JAC
PROJECT NO:	251107
SHEET	A2
OF	SHEETS

FLOOR PLAN / DETAILS

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE THE UNITED CITY OF YORKVILLE
PLANNING AND ZONING COMMISSION
PZC 2025-16**

NOTICE IS HEREBY GIVEN THAT Vera Pleva, petitioner, on behalf of GLP Real Estate, LLC, owner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting a variance to Section 10-3-9 of the Unified Development Ordinance, seeking to reduce the required minimum front yard setback from twenty-five (25) feet to five (5) feet for a parcel located at 202 Wolf Street. The variance is being requested to allow construction of a walk-in cooler addition for the existing laboratory supply manufacturing business on the property. The real property, zoned M-1 Limited Manufacturing District, is immediately south of Wolf Street and approximately 900 feet east of Illinois Route 47 (South Bridge Street) within the Fox Industrial Park subdivision.

The legal description is as follows:

THAT PART OF LOT 1 IN BLOCK 2 OF FOX INDUSTRIAL PARK UNIT 4 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 81 DEGREES 52 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 164.68; THENCE SOUTH 09 DEGREES 09 MINUTES 49 SECONDS, WEST PARALLEL WITH THE EAST LINE OF SAID LOT 1, 140.00 FEET; THENCE SOUTH 54 DEGREES 09 MINUTES 49 SECONDS WEST, 28.54 FEET; THENCE NORTH 81 DEGREES 52 MINUTES 08 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 1, 113.82 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 01 DEGREES 44 MINUTES 07 SECONDS WEST, ALONG SAID WEST LINE, 162.19 FEET FOR THE POINT OF BEGINNING IN THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PIN: 05-04-151-014

A copy of the application is available for review during normal City business hours at the office of the Community Development Director.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a Public Hearing on said application on **Wednesday, February 11, 2026 at 7 p.m.** at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560.

The public hearing may be continued from time to time to dates certain without further notice being published. The Planning and Zoning Commission serves as a recommending body, with the final decision to approve or deny this request made by the City Council.

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 CORTINO
City Clerk





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Economic Development	<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 Update

Meeting and Date: City Council – February 24, 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.



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"/>
Economic Development	<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 – February 24, 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.



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

Agenda Item Number

Mayor's Report #5

Tracking Number

CC 2026-09

Agenda Item Summary Memo

Title: 2019 City Survey Analysis and Presentation

Meeting and Date: City Council – February 24, 2026

Synopsis: A verbal presentation will take place.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

