

**CITY OF WARRENVILLE
PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE OF THE WHOLE
REGULAR MEETING
Monday, February 10, 2025, at 7:00 p.m.
City Council Chambers at City Hall
28W701 Stafford Place, Warrenville, IL 60555**

This meeting will be conducted in the traditional in-person format at the location listed above. For convenience, the public may view the meeting virtually on the Official YouTube Channel of the City at: <https://www.youtube.com/channel/UCcO8hN6YoUmWZrDFNASMzAQ/featured>

Public comment will only be available in-person during the meeting. The remote meeting access is for viewing purposes only.

A G E N D A

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. CITIZENS COMMENTS

E. OFFICIALS AND STAFF COMMENTS

F. BUSINESS OF MEETING

1. Public Works Department FY 2026 Budget Presentation (P. Kuchler)
2. Consideration of IPWMAN IGA (J. Clark)
3. Consideration of Cab and Chassis Purchase (J. Clark)
4. Consideration of Bid Letting and Construction Engineering for 2025 Construction Projects Prior to Approval of the FY 2026 Budget (P. Kuchler)
5. Consideration of Landscape Maintenance Contract (P. Kuchler)
6. Consideration of Solicitation Request for the 2025 Bike Rodeo (K. Hernandez-Galvan)
7. Consideration of Street Closure Request for the 2025 Bike Rodeo (K. Hernandez-Galvan)
8. Consideration of Electric Easement Agreement for Water Tower (P. Kuchler)
9. Consideration of Three Agreements with the Warrenville Park District for the Transfer of Cerny Park (P. Kuchler)
10. Discussion of FY 2026 Citywide Work Plan (A. Morgan)

11. Review and file Public Works Department FY 2025 work program and decision package status report (FYI)

G. MISCELLANEOUS

H. ADJOURN

PK\KHG

P. Kuchler = Public Works Director **Phil Kuchler**

J. Clark = Capital Maintenance Superintendent **Jamie Clark**

K. Hernandez-Galvan = Asset Management Analyst **Kassandra Hernandez-Galvan**

A. Morgan = Assistant City Administrator **Alma Morgan**

ADA ACCOMMODATION NOTICE: Requests for accommodations should be submitted to the Assistant City Administrator at (630) 836-3050 or amorgan@warrenville.il.us at least 48 hours in advance of the meeting. PLEASE SHUT OFF ALL ELECTRONIC DEVICES AS THEY INTERFERE WITH THE SOUND TRANSMISSION IN THE CITY COUNCIL CHAMBERS. THANK YOU!

CITY OF WARRENVILLE

MEMORANDUM

To: Mayor and City Council
From: Philip M. Kuchler, Public Works Director 
Subject: AGENDA SUMMARY FOR February 10, 2025 PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE OF THE WHOLE MEETING
Date: February 6, 2025

Please contact the City Administrator or the corresponding department head by noon on the day of the meeting if you have questions pertaining to agenda items or this summary.

F. BUSINESS OF MEETING

1. Public Works Department FY26 Budget Presentation (Attachment)

The Public Works Department FY26 Budget presentation will be made by Public Works Director Kuchler. For reference, a copy of the presentation and the Public Works Department FY26 Work Plan are included with the agenda backup materials.

Committee Action Requested: For informational purposes only.

Staff Recommendation: Not applicable.

Budgetary Impact: Not applicable.

Other Resources Required: Not applicable.

Strategic Plan Goal: Not applicable.

2. IPWMAN IGA (Attachment)

The Illinois Public Works Mutual Aid Network (IPWMAN) serves as a collaborative organization designed to facilitate mutual aid and support in response to natural or man-made disasters. Recently, IPWMAN has revised its mutual aid agreement and bylaws. These updates were implemented for three primary reasons:

- Provide clarification that mutual aid is not just for emergencies but includes day-to-day operations and training opportunities.
- Transition management from IPWMAN Inc. to IPWMAN, an intergovernmental agency.
- Provide a revised process for any future amendments to the agreement.

Capital Maintenance Superintendent Clark will present this item and answer questions.

Committee Action Requested: Recommend the City Council pass a resolution approving an intergovernmental agreement for participation in the Illinois Public Works Mutual Aid Network.

Staff Recommendation: Capital Maintenance Superintendent Clark recommends this action.

Budgetary Impact: Ongoing \$250 annual dues based on City population.

Other Resources Required: Not applicable.

Strategic Plan Goal: Not applicable.

3. Cab and Chassis Purchase (Attachment)

Public Works truck #105 is due for replacement in FY27. Based on recent actual order delivery times versus estimated, staff is recommending ordering this vehicle now. Due to supply chain issues, the vendor is estimating a vehicle delivery time of 10 months, which means the City would pay for it late in FY26 if it is ordered now. For reference the last order with this vendor was estimated at 16 months but delivery actually took 30 months. This remains a common issue with the various vendors supplying these types of vehicles, so staff believes this vehicle is more likely to be delivered in FY27 than FY26, despite the vendor's estimated time frame. Capital Maintenance Superintendent Clark will present this item and answer questions.

Committee Action Requested: Recommend the City Council pass a resolution approving the purchase of a cab and chassis for a Public Works dump truck from Rush Truck Center in the amount of \$113,998.

Staff Recommendation Capital Maintenance Superintendent Clark recommends this action.

Budgetary Impact: The FY26 Budget includes \$190,000 split between the CMRP (50%) and EMRP (25% water, 25% sewer).

Other Resources Required: A minor amount of staff time to complete the purchase process and prepare the new vehicle for service.

Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure

4. Bid Letting of 2025 Construction Projects Prior to FY26 Budget Approval (Attachment)

City staff is requesting authorization to seek bids for the 2025 Road Program and the River Road Curb, Storm Sewer, and Ditch Improvements Project before the FY26 Budget is formally approved. It is staff's experience that seeking bids for planned infrastructure construction projects in late winter or early spring results in lower bid prices. It is important to note that the River Road project is being funded with money received from DuPage County as part of the jurisdictional transfer of River Road. Public Works Director Kuchler's February 5, 2025, memorandum is included with the agenda backup materials. Public Works Director Kuchler will present this item and answer questions.

Committee Action Requested: Recommend the City Council authorize staff to advertise for bids for the 2025 construction projects outlined in Public Works Director Kuchler's February 5, 2025, memorandum, prior to formal approval of the fiscal year 2026 Budget.

Staff Recommendation: Public Works Director Kuchler recommends this action.

Budgetary Impact: No money will be spent until FY25. Public Works Director Kuchler's memo outlines the costs associated with each project that are proposed in the FY26 Budget.

Other Resources Required: Staff and consultant time to finalize the review, permitting, and inspection of these projects.

Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure

5. Landscape Maintenance Contract (Attachment)

City staff was not satisfied with the services performed by the vendor in 2024, so its contract was not renewed. Since this project was advertised for bids a year ago, staff solicited proposals from the bidders that finished second and third. Their prices were very competitive once again this year, at \$133,730 and \$134,039.50. Staff is recommending waiving the bidding requirements set forth in the City Code and awarding the contract to Sebert Landscape. Sebert satisfactorily performed these services for the City from 2017 to 2019. Public Works Director Kuchler will make a brief presentation and answer questions.

Committee Action Requested: Recommend City Council pass a resolution awarding the contract for Mowing and Landscape Maintenance to Sebert Landscape, in the amount of \$133,730.

Staff Recommendation: Public Works Director Kuchler recommends this action.

Budgetary Impact: The FY25 and proposed FY26 budgets include sufficient funding for this contract.

Other Resources Required: Staff time to coordinate with contractor.

Strategic Plan Goal: Not applicable.

6. Solicitation Request for the 2025 Bike Rodeo (Attachment)

The Bicyclist and Pedestrian Advisory Commission (BPAC) is requesting authorization to solicit local businesses for donated items to use as prizes and monetary donations to purchase drawing prizes for the nineteenth annual Bike Rodeo, to be held on Saturday, May 17, 2025. Included with the agenda backup materials is a copy of the City's Solicitation policy, and a memo from Asset Management Analyst Hernandez-Galvan requesting authorization.

Committee Action Requested: Recommend the City Council approve the request to solicit bids for the nineteenth annual Bike Rodeo event on May 17, 2025, as stated in the February 5, 2025, memo from Asset Management Analyst and BPAC Staff Liaison Hernandez-Galvan

Staff Recommendation: Public Works Director Kuchler and Asset Management Analyst Hernandez-Galvan recommend this action.

Budgetary Impact: Not applicable.

Other Resources Required: Not applicable.

Strategic Plan Goal: #5 Safe and Healthy Neighborhoods – Proactive Education

7. Street Closure Request for the 2025 Bike Rodeo (Attachment)

Due to liability and safety concerns, the Bicyclist and Pedestrian Advisory Commission (BPAC) has recommended the City Council approve the closure of a section of Stafford Place for the Bike Rodeo event on May 17, 2025. Included with the agenda backup materials is a memo from Asset Management Analyst Hernandez-Galvan detailing the street closure request with a map identifying the recommended road closure area.

Committee Action Requested: Recommend the City Council authorize the partial closure of Stafford Place for the annual Bike Rodeo event, as stated in the February 5, 2025, memo from Asset Management Analyst and BPAC Staff Liaison Hernandez-Galvan

Staff Recommendation: Public Works Director Kuchler and Asset Management Analyst Hernandez-Galvan recommend this action.

Budgetary Impact: Not applicable.

Other Resources Required: Public Works staff time to set up and remove barricades.

Strategic Plan Goal: #5 Safe and Healthy Neighborhoods – Proactive Education

8. Electric Easement Agreement for Water Tower (Attachment)

The City's new water tower that is currently under construction near the Thorntons gas station on Route 59 requires electric service from Commonwealth Edison. The easement agreement included with the agenda backup materials will allow the City to install electric service to the water tower from Route 59 through Thorntons' property to the City's water tower parcel, which is the shortest and most cost effective way to serve the site. Public Works Director Kuchler will make a brief presentation and answer questions.

Committee Action Requested: Recommend the City Council pass an ordinance approving an easement for the installation and maintenance of underground electrical facilities.

Staff Recommendation: Public Works Director Kuchler recommends this action.

Budgetary Impact: Not applicable

Other Resources Required: Staff time to coordinate with Thorntons staff to execute and record the agreement with the DuPage County Recorder's Office.

Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure

9. Agreements with the Warrenville Park District for the Transfer of Cerny Park (Attachment)

City Council passed Resolution R2024-44, authorizing Mayor Brummel to execute a Letter of Understanding (LOU) regarding the transfer of Cerny Park to the Warrenville Park District. Pursuant to that LOU, staff worked with the City Attorney and the Warrenville Park District to develop the three agreements included with the agenda backup materials.

There is a Purchase and Sale Agreement that provides the terms and commitments associated with the conveyance of Cerny Park to the Park District; a cost-sharing agreement that outlines the funding commitments for the City and Park District related to the Phase 1 and Phase 2 improvements that will be partially funded with State of Illinois Open Space Land Acquisition and Development (OSLAD) grant funds; and also an Intergovernmental Agreement that outlines the future commitments and rights of the City and Park District related to the maintenance and use of Cerny Park.

The Park District Board will consider these agreements at its February 20, 2025, meeting. Public Works Director Kuchler will make a brief presentation and answer questions.

Committee Action Requested: Recommend the City Council pass resolutions approving three agreements with the Warrenville Park District. 1.) the Purchase and Sale Agreement for the Conveyance of Cerny Park; 2.) an OSLAD Grant cost-sharing agreement; and 3.) an Intergovernmental Agreement for future maintenance and use of Cerny Park.

Staff Recommendation: Public Works Director Kuchler recommends this action.

Budgetary Impact: When Cerny Park is transferred, it will be removed from the City's Capital Maintenance and Replacement Plan (CMRP) and reduce future CMRP expenses.

Other Resources Required: Staff and City Attorney time to coordinate execution of the various agreements and eventually close on the sale of the property to the Park District.

Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure

10. Discussion of FY26 Citywide Work Plan (Attachment)

In keeping with past practice, the Citywide Work Plan is incorporated into the City's budget process to provide the City Council with a list of large, multi-departmental initiatives and the corresponding prioritization. The draft Citywide Work Plan for FY26 is included with the agenda backup material. This item will be on Committee-of-the-Whole agendas until the budget workshop in March, to provide the opportunity to review the initiatives, give feedback, and make changes prior to the adoption of the FY26 Budget. Assistant City Administrator Morgan will provide a brief presentation and answer questions at the meeting.

Committee Action Requested: Provide feedback, input, and direction to staff on the initiatives and the initial prioritization.

Staff Recommendation: Not applicable

Budgetary Impact: Not applicable

Other Resources Required: Staff time to review and amend the work plan, as needed.

Strategic Plan Goal: Not applicable.

11. Public Works FY25 Work Program and Decision Package Status Report (Attachment)

The Public Works Department Work Program identifies specific projects and initiatives staff expects to advance during the current fiscal year, in addition to normal day-to-day core operational and service-delivery responsibilities of the department. Staff has updated the FY25 Public Works Department Work Program to provide the status of department projects. A copy of the report is included with the agenda backup materials.

Committee Action Requested: None. For informational purposes only.

Staff Recommendation: Not applicable.

Budgetary Impact: Not applicable.

Other Resources Required: Not applicable.

Strategic Plan Goal: Not applicable.

PK/KHG

Public Works Department Budget and Work Plan FY 2026

FEBRUARY 10, 2025 - PUBLIC WORKS / INFRASTRUCTURE
COMMITTEE OF THE WHOLE MEETING

1

FY25 Utility Division



Water System Design & Evaluation

- Year 1 of Water Valve Assessment Program
- Updated Water System Model
- Designed Water Treatment Building – Estes

Utility Construction Projects

- New Water Tower Construction - Thorntons
- OTRS #2 Water and Sewer Extensions

2

FY25 Street Division



Construction

- 2024 Road Program
- Batavia Road – Warrenville Rd to Route 56 (*Capital Bill*)
- OTRS #2 Street Lights and Tree Planting

Design / Property Acquisition

- 2025 Road Program (*RBI & STP*)
- River Road Curb & Gutter (*DuPage Co*)
- Shaw Drive Area Street Rehabilitation Project (*CDBG*)
- Route 59 Sidewalks / Paths – Preliminary (*STP*)

3

FY25 Other Projects



New Software Implementations (**PUB 24.03**)

GIS Management Services (**PUB 25.01**)

Keyless Entry for City Buildings (**PUB 24.04**)

Purchase Small Articulated Loader (**PUB 25.02**)

Cerny Park Phase 1 Design (*OSLAD*) (**PUB 25.04**)

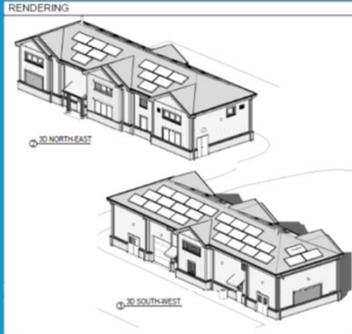
Tree Maintenance and Planting Program

Jurisdictional Transfer of River and Warrenville Roads

Cerny Park Transfer IGAs with Park District

4

FY26 Utility Division



Sanitary Sewer System Maintenance

- Flow Monitoring – East 1 & West 4 Basins
- MH Lining - Central 2 Basin

Water System

- Complete Water Tower Construction - Thorntons
- Year 2 of Valve Assessment Program
- Additional Water System Modeling (**PUB 26.04**)
- Emergency Interconnect Engineering (**PUB 26.07**)
- Construct Water Treatment Building – Estes

Water and Sewer Rate Study (**PUB 26.05**)

SCADA Upgrades (**PUB 26.01**)

5

FY26 Street Division



Construction

- 2025 Road Program (*RBI & STP*)
- River Road Curb & Gutter (*DuPage Co*)
- Shaw Drive Area Street Rehabilitation Project (*CDBG*) *
- Mack Road Bridge and Trail (*RBI & STP*)

Design / Property Acquisition

- 2026 Road Program
- Mack Road Bridge and Trail – Final (*RI & STP*)

* *Depending on timing of release of CDBG funds*

6

**FY26
Other Projects**



Complete BS&A Software Implementation (**PUB 24.03**)

GIS Management Services (**PUB 26.02**)

Cerny Park Phase 1 Construction (*OSLAD*) (**PUB 25.04**)

Cerny Park Phase 2 Design (*OSLAD & Park Dist*)

Traffic Study to Standardize City speed limits

Warren Tavern Fire Alarm Install (**PUB 26.03**)

City Hall Lower Level Heated Sidewalk (**PUB 26.06**)

7

Questions?



8

FY 2026 Public Works Department Work Plan

(last revised by PK on 2/5/2025)

INTRODUCTION

The Public Works Department consists of eighteen (18) full-time positions responsible for the maintenance of buildings and grounds, vehicles and equipment, roads and street lights, or the water and sanitary sewer systems. The Work Plan does not provide details on the normal activities staff performs. Rather, it identifies those special projects or assignments in which staff is involved in addition to normal activities.

TIER ONE (HIGHEST PRIORITY) INITIATIVES				
Item	Project / Program / Activity	Expected Completion Date	Status	City Plans
Annual Road Program				
T1-1	2025 Road Program Construction (JC)	10/31/2024		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T1-2	2026 Road Program Bid Documents (JC/KH/DR)	2/28/2025		
T1-3	Construction of curb and gutter on west side of River Road. (JC)	10/31/2024		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
Proposed Well No. 13, Water Tower, and Iron Filtration (Southwest District)				
T1-4	Construction of Water Tower at Thorntons site (ZJ/PK)	8/31/2025		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T1-5	Construction of Well No. 13 Water Treatment Building (including solar panels) (ZJ/PK)	1/31/2026		
Mack Road Bridge Replacement and Trail Improvement Project (KH/PK)				
T1-6	Complete Property/Easement Acquisition (CD 22.04)	8/31/2025		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T1-7	Coordinate Construction (CD 24.01)	11/30/2026		
Implementation of New Software Solutions				
T1-8	BS&A ERP Software Implementation	7/15/2025		Strategic Plan Goal #3 Quality City Services – Financial Policies
T1-9	Granicus Website and Citizen Engagement Implementation	10/31/2025		
Cerny Park (PK/JC/DE)				
T1-10	Construction of Cerny Park Improvements Project - Phase 1.	10/31/2025		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T1-11	Develop Bid Documents for Cerny Park Improvements Project - Phase 2.	1/31/2026		
Sanitary Sewer Maintenance Program (ZJ/PK)				
T1-12	Central 2 Basin, Phase 3 - Construction Contract and City Staff repairs (ZJ/PK)	4/30/2026		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T1-13	East 1 & West 4 Basins, Phase 1 (ZJ/PK)	4/30/2026		
T1-14	Participate in Citywide facilities study including building security needs	4/30/2026		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T1-15	Traffic study to evaluate and standardize speed limits on City streets. (PK/JC/Police)	4/30/2026		Strategic Plan Goal: #5 Safe and Healthy Neighborhoods – Speed Limits
T1-16	Waste Franchise Agreement Renewal or RFP (Groot contract expires 4/30/26) (KHG/AM)	4/30/2026		Strategic Plan Goal: #3 Quality City Services - Building and Life Safety Codes

TIER TWO (IMPORTANT) INITIATIVES

Item	Project Description	Expected Completion Date	Status	City Plans
T2-1	Evaluate the Enterprise Fleet contract and report on cost savings or performance of the program (JC/KHG/PK)	4/30/2026		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T2-2	Multi-Year Water System Valve Assessment Program (ZJ) (PUB 25.03)	4/30/2026		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
Route 59 Sidewalk/Path Improvement Project (KH/PK)				Strategic Plan Goal: #2 Engaged and Connected Community – Spaces for Community Engagement Bikeway Implementation Plan
T2-3	Final Engineering Design (CD 23.03)	12/1/2026		
T2-4	Complete Property/Easement Acquisition (CD 24.06)	12/1/2026		
T2-5	Administration of Private Property Drainage Assistance Program (KHG/JC/KH/DR)	4/30/2026		Strategic Plan Goal: #5 Safe and Healthy Neighborhoods – Legacy Private Infrastructure
T2-6	Conduct a water and sewer rate study (Finance/PK/ZI) (PUB 26.05)	4/30/2026		Strategic Plan Goal #3 Quality City Services – Financial Policies
T2-7	Additional water system modeling to evaluate pressure zones. (ZJ/PK) (PUB 26.04)	4/30/2026		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T2-8	Water System Emergency Interconnect Engineering (ZJ/PK) (PUB 26.07)	4/30/2026		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T2-9	SCADA System Upgrades (ZJ) (PUB 26.01)	4/30/2026		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T2-10	Development of ADA Transition Plan (KHG/DR)	4/30/2026		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T2-11	Warren Tavern Fire Alarm Installation (DE) (PUB 26.03)	4/30/2026		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T2-12	Install Snow Melt System for Manning Avenue Entrance to City Hall (JC/DE) (PUB 26.06)	4/30/2026		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
Shaw Drive Area Street Rehabilitation Project (JC/PK)				Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T2-13	Develop Bid Documents (JC/PK)	12/31/2025		
T2-14	Construction (JC/PK)	4/30/2026		

TIER THREE (DESIRABLE) INITIATIVES

Item	Project Description	Expected Completion Date	Status	City Plans
T3-1	Sale of Rogers Avenue property (KHG/PK)	4/30/2026		
T3-2	Assist Community Development with Develop Comprehensive Engineering and Public Infrastructure Specifications Manual (KH/DR/JC/ZJ/PK)	4/30/2026		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure

LEGEND FOR STAFF RANKING/PRIORITIZATION OF WORK PLAN ELEMENTS

Tier One – These are the highest priority initiatives that staff feels must be advanced. In many cases, these are ongoing or time sensitive initiatives that cannot be delayed without significant detrimental, costly, and/or long term negative impacts. Expected to be accomplished with existing and budgeted resources.

Tier Two – These are important initiatives staff feels should be advanced but may be delayed pending completion of Tier One initiatives. Staff expects to accomplish/advance these priorities with existing and budgeted resources. Delaying progress on these initiatives and projects may result in undesirable impacts.

Tier Three – These are desirable and valuable initiatives, but not items the Department expects to advance to any significant degree with existing or budgeted resources in the upcoming fiscal year. It is unlikely that the City will experience any measurable or lasting negative impacts if these items are not advanced in the upcoming fiscal year. However, if work is not initiated or suspended on High or Important priority initiatives, it may be possible to reallocate staff resources and advance one or more of these initiatives and projects.

#-# Highlighting, Bold font = New for FY 2026

Italic font = Initiative or project for which a new FY 2026 Decision Package has been submitted.

PK=Public Works Director, JC= Capital Maintenance Superintendent, ZJ= Utility Maintenance Superintendent, DE= Facilities Maintenance Lead Supervisor, KHG=Asset Management Analyst, KD=Finance Director, AM=Assistant City Administrator, KH=Senior Civil Engineer, DR=Civil Engineer, JM=Planner/GIS Tech.

PROJECTS NOT INCLUDED IN FY 2026 WORK PLAN

- 1 Paint Exterior of Public Works building
- 2 Final engineering design and easement acquisition for Manning Avenue pedestrian and parking improvements
- 3 Final engineering and reconstruction of Barkley Avenue, north of Route 56
- 4 Construction of Ray Street Improvements
- 5 Property Acquisition for Sanitary Sewer Holding Tank (*PUB 19.05*)
- 6 Evaluate and reorganize electronic file maintenance (Laserfiche)
- 7 Expand the City street light banner program into Cantera
- 8 Preliminary engineering for Batavia/Route 59 intersection drainage/turn lane improv.
- 9 Final design for Leone Schmidt Park pavilion and lookout improvements
- 10 Sale of Jackson Street unimproved right-of-way, just west of Winfield Road
- 11 Point Oak Drive Dedication
- 12 Final engineering for Point Oak Dr. reconstruction and utility extension project
- 13 Williams Road Bridge maintenance project
- 14 Rigi / Barclay easement acquisition or resurfacing
- 15 Construction of Batavia Road path connection between Alden Horizon Senior Living and Blackwell Forest Preserve (PK/JC/KH) (PW 24.01)

OTHER FACTORS TO CONSIDER WHEN EVALUATING FY 2026 WORK PLAN

- 1 Assumes no new vacancies in current Public Works Department positions and does not account for impact of unanticipated staff turnover.
- 2 Does not account for emergencies or unexpected issues that may take priority throughout the year.

RESOLUTION NO. R2025-__

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK

WHEREAS, the City of Warrenville ("**City**") is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and Section 10, Article VII, of the Illinois Constitution, 1970, authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities or undertakings; and

WHEREAS, the City participates in the Illinois Public Works Mutual Aid Network ("**IPWMAN**"), a program designed to facilitate all levels of mutual aid from day-to-day non-emergent sharing of resources to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, IPWMAN has developed an updated intergovernmental agreement that sets forth the rights and obligations of the participant agencies ("**Agreement**"); and

WHEREAS, in order to continue to participate in IPWMAN and secure the benefits of public works mutual aid and assistance, the City desires to enter into the Agreement; and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to enter into the Agreement with IPWMAN;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of the Agreement. The Agreement with the IPWMAN is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the City Administrator.

SECTION 3: Execution. The City Council hereby authorizes and directs the Mayor to execute and the City Clerk to attest and seal, the Agreement on behalf of the City.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

[Signatures and Voting Record on Following Page]

PASSED THIS ____ day of _____, 2025.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS ____ day of _____, 2025.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
AGREEMENT

An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement

This Intergovernmental Public Works Agreement (hereinafter "Agreement") is entered into by and among _____ ("Participating Agency") and the other participating public agencies that have also executed this Agreement (collectively, the "Parties" and individually a "Party").

WHEREAS, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter "Act") authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Act provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

WHEREAS, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

WHEREAS, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

WHEREAS, the Parties wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies; and

WHEREAS, the Parties may also provide mutual aid and assistance to one another on a day-to-day basis during non-emergencies pursuant to this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials or other associated services as necessary. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipality, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other public agency that performs a public works function that has entered into and abides by the provisions as found in this Agreement.

B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is to be listed on the contact list maintained by IPWMAN. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "*BOARD OF DIRECTORS*" is a group of representatives from the Parties to this Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network.

E. "*BOARD MEMBER*" is a representative of the IPWMAN serving on the Board of Directors.

F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the

control or resources of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement, and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "*LOCAL EMERGENCY*" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an Agency.

I. "*GENERAL MUTUAL AID*" means aid and assistance provided during non-emergency conditions.

J. "*MUTUAL AID RESOURCE LIST*" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.

K. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

L. "*PARTY*" means an Agency which has adopted and executed this Agreement.

M. "*PERIOD OF ASSISTANCE*" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from a disaster, local emergency, or period of general mutual aid, as previously defined.

N. "*RESPONDING AGENCY*" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

O. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID.* Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT.* The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES.* All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES.* All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; engage in joint training exercises; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through the IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory

personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* - Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* - Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* - Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* - Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* - Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested for more than five (5) calendar days, the Responding Agency may submit an itemized invoice to the Requesting Agency seeking reimbursement of the cost incurred for personnel, traveling employees, equipment, materials and supplies. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for

personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement but only if such claim is not a result of gross negligence or willful misconduct by another Party or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Any Party that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XVII: ADDITIONAL PARTIES

Additional Agencies may become Parties to this Agreement, provided that such Agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By- Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Signature Page

Approved and executed this _____ day _____ of 20 _____.

For the Agency (Insert Name): _____

By: _____

Its: _____

Attest

By: _____

Its: _____

APPROVED

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ day of _____ 20 _____.

By: _____

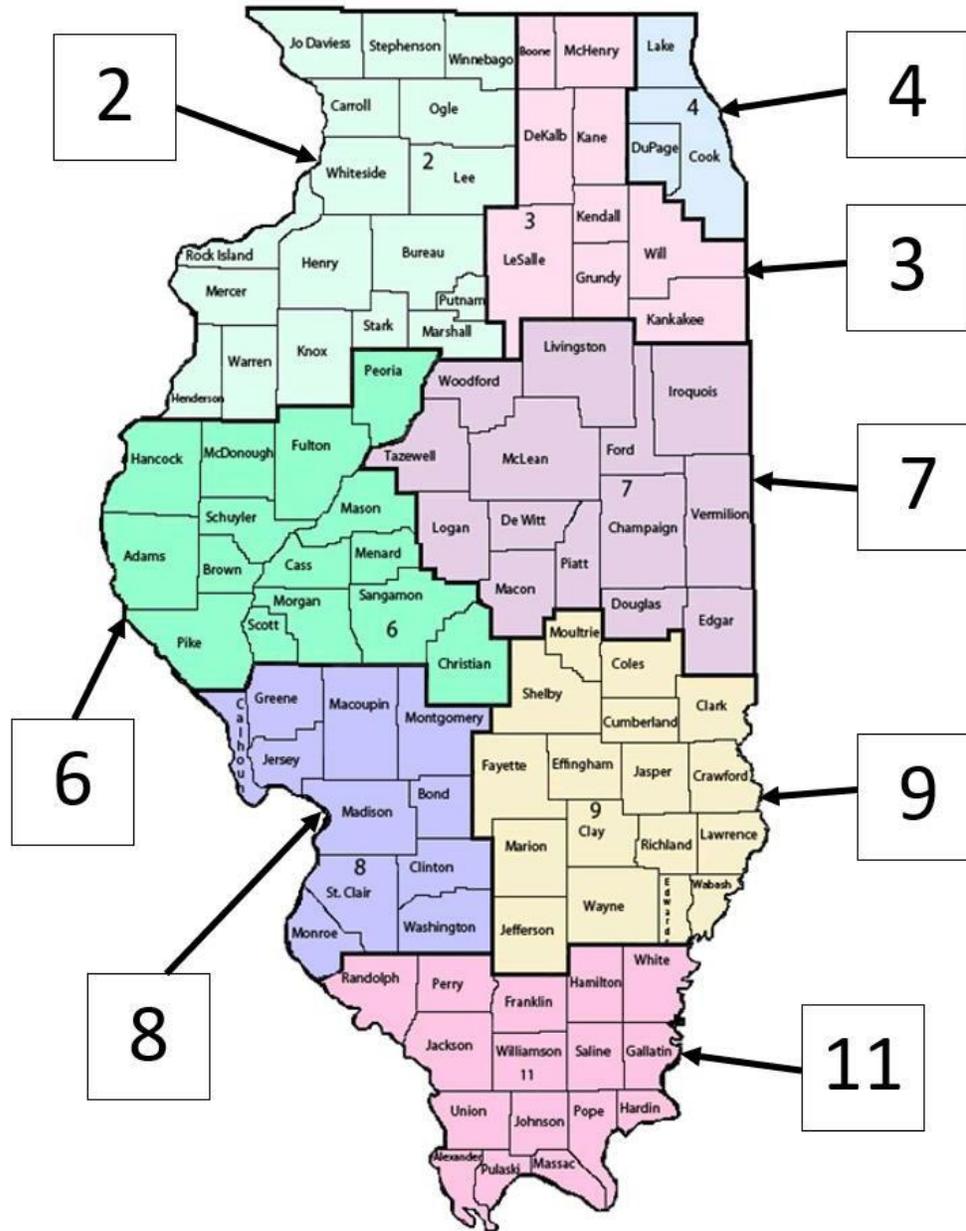
Vince Kilcullen
President, IPWMAN Board of Directors

Attest: _____

Joe Cronin
Secretary, IPWMAN Board of Directors

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board of Directors on October 22, 2024.

Exhibit 1—IPWMAN Region Map



IPWMAN Region Map

CITY OF WARRENVILLE

MEMO

To: Mayor, City Council, and City Administrator White
From: Public Works Director Kuchler *DK*
Subject: AUTHORIZATION TO BID 2025 PROJECTS
Date: February 5, 2025

The purpose of this memorandum is to *i.*) summarize the scope of work and anticipated costs for the proposed 2025 Road Program, and the River Road Curb, Storm Sewer and Ditch Improvements Project; and *ii.*) request authorization from City Council to advertise for bids prior to formal approval of the Fiscal Year 2026 Budget.

Scope of Work and Anticipated Costs

2025 Road Program:

City staff is proposing the following streets be included in the 2025 Road Program:

1. Sanchez Drive: Batavia Road to Branch Avenue (*Complete curb and gutter replacement, patching and resurfacing*)
2. All of the cul de sac streets off of Sanchez Drive (*Complete curb and gutter replacement, patching and resurfacing*):
 - a. Arlington Court
 - b. Arbury Court
 - c. Waverly Avenue
 - d. Glenhurst Court
 - e. Avondale Court
 - f. Elmwood Court
 - g. Green Brook Court

The total estimated cost to perform the curb replacement, patching, sidewalk repairs, and resurfacing of the various roads is anticipated to be \$1,799,750 consisting of \$378,500 (*CMRP Road Projects Fund, Account No. 02-00-49476*), \$421,250 of Rebuild Illinois funds and \$1,000,000 of MFT funds (*MFT Road Projects Fund, Account No. 13-00-49476*).

Construction Observation will be required for this project. The City will utilize a consultant that has provided construction observation services on several Road Program projects for the City, Engineering Resource Associates, Inc. (ERA). The anticipated construction engineering costs for the project are \$144,000 (*Engineering Fund, Account No. 02-00-45300*).

River Road Curb, Storm Sewer, and Ditch Improvements Project:

As part of the jurisdictional transfer of River Road from DuPage County to the City of Warrenville, DuPage County paid Warrenville \$1,030,000 for design and construction to add curb and gutter to the west side of River Road between Ferry Road and Warrenville Road. Improvements will include eliminating drainage ditches where possible, though some shallow ditches will remain. This will require the installation of some new storm sewer to receive drainage that is currently handled by the ditches. The project is currently in the design phase, with construction anticipated to occur over the summer while school is not in session.

The estimated construction cost for this project is anticipated to be \$910,400 paid for with funding from DuPage County that has been deposited in the Capital Maintenance and Replacement Fund (*Road Projects, Account No. 02-00-49476*).

Construction Observation will be required for this project. The City will utilize the same consultant that is designing the project, ERA. The anticipated construction engineering costs for the project are \$60,000 paid for with funding from DuPage County that has been deposited in the Capital Maintenance and Replacement Fund (*Engineering, Account No. 02-00-45300*).

Staff Recommendation

Based on staff's experience and City standard practice for more than 25 years, advertising these projects for bids by March will result in better contract prices for the City. Construction on the projects is not likely to start before May and funds will not be expended until at least May on these projects.

Staff is recommending that City Council authorize staff to advertise for bids for the 2025 construction projects outlined in Public Works Director Kuchler's February 5, 2025, memorandum, prior to formal approval of the Fiscal Year 2026 Budget.

RESOLUTION NO. R2025-

**A RESOLUTION WAIVING BIDDING AND APPROVING A CONTRACT FOR
MOWING AND LANDSCAPE MAINTENANCE SERVICES WITH
SEBERT LANDSCAPE, OF BARTLETT, ILLINOIS**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the City has identified the need for mowing and landscape maintenance services ("**Services**"), which Services include, but are not limited to, leaf cleanup, tree and shrub care, flowerbed edging, weeding, and lawn mowing; and

WHEREAS, the City solicited proposals from qualified contractors to perform the Services; and

WHEREAS, after reviewing the proposals received, City staff has determined that the proposal submitted by Sebert Landscape of Bartlett, Illinois ("**Contractor**"), in the total amount of \$133,730.00, best satisfies the requirements and needs of the City; and

WHEREAS, the City desires to enter into a contract with Contractor for the procurement of the Services at the price proposed ("**Contract**"); and

WHEREAS, in accordance with Section 1-8-4.B.6.a.3 of the Warrenville City Code ("**City Code**"), the Mayor and the City Council have determined that it is in the best interest of the City and the public to waive the bidding requirements set forth in the City Code and approve the Contract with Contractor for the Services;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Ordinance.

SECTION 2: Waiver of Competitive Bidding. Pursuant to Section 1-8-4.B.6.a.3 of the City Code and the City's home rule authority, the City Council waives the requirement of competitive bidding for the procurement of the Services.

SECTION 3: Approval of Contract. The Contract with Contractor in the amount of \$133,730.00 is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Administrator.

SECTION 4: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the final Contract only after receipt by the City Administrator of at least two executed copies of the Contract from Contractor; provided, however, that if the City Administrator does not receive such executed copies of the Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

SECTION 5: Effective Date. This Resolution shall be in full force and effect following its passage and approval by a two-thirds majority in the manner provided by law.

[Signatures and Voting Record on Following Page]

PASSED THIS ____ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of _____, 2025.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
CONTRACT

CITY OF WARRENVILLE

CONTRACT

2025 MOWING AND LANDSCAPE MAINTENANCE

Full Name of Contractor Sebert Landscape ("Contractor")
Principal Office Address 1550 W Bartlett Road. Bartlett, IL 60103
Local Office Address 30W741 Butterfield Road. Naperville, IL 60563
Contact Person Kevin Pryor Telephone Number 630-688-8452

TO: City of Warrenville ("Owner")
28W701 Stafford Place
Warrenville, Illinois 60555

Attention: Cristina White
City Administrator

1. Work Proposal

A. Contract and Work. Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract (the "Work"):

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the mowing and landscape maintenance activities at the various City properties and the Route 56 corridor at the locations (individually, a "Work Site" and collectively, the "Work Sites") and in the manner set forth in the Specifications attached to and, by this reference, attached to this Contract as Attachments A and B;
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Insurance. Procure and furnish all insurance certificates specified in this Contract;
4. Safety Data Sheets. Furnish Safety Data Sheets for all chemicals and materials used in the performance of the work on this project;
5. Taxes. Pay all applicable federal, state, and local taxes;
6. Miscellaneous. Do all other things required of Contractor by this Contract; and
7. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of

professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. All Work shall be fully provided, performed, and completed in accordance with the Specifications. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Contractor from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, any damage done to, and any loss or injury suffered by, Owner, the Work, the Work Sites, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Contractor's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Contractor's expense

and risk.

2. Contract Price Proposal

A. SCHEDULE OF PRICES. Contractor shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth in the Schedule of Prices attached to and, by this reference, this Contract as Attachment C.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Contractor, its superintendents, or its office and engineering staff.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the following on a monthly schedule in accordance with the Specifications.

All payments may be subject to deduction or setoff by reason of any failure of Contractor to perform under this Contract. Each payment shall include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been

properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time Proposal

Contractor proposes and agrees that the mowing and landscaping season ("Landscaping Season") is April 1 to October 31 but that the Landscaping Season's start, termination, and duration may fluctuate year to year. Contractor shall begin to perform the Work within 10 days after written notice from the Public Works Director or his designee to commence the Work (the "Commencement Date") and shall diligently and continuously prosecute the Work on the schedule set forth in the Specifications until the end of the Landscaping Season as determined by the Public Works Director or his designee; provided however that the term of this Contract shall not exceed one year.

This Contract may be renewed for up to three additional one-year renewal terms upon mutual agreement of the Owner and the Contractor on the same terms and conditions as set forth in this Contract, provided however, that the grand total for the work items listed on the Schedule of Prices shall not increase by more than two-percent. Contractor agrees to notify the Owner before December 1 of each year if it does not wish to renew the Contract.

4. Financial Assurance

A. Bond. Contractor shall provide a Labor and Material Payment Bond, on a form provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract.

B. Insurance. Contractor shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Owner's acceptance of this Contract. Such policies shall be in form, and from companies, acceptable to Owner and shall name Owner, its elected and appointed officials, officers, employees, agents, attorneys, consultants and representatives as additional insureds. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury
\$500,000 each employee-disease

\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. Contractor shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 60 days after the date this sealed Contract is opened.

6. Contractor's Representations and Warranties

Contractor hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Reserved.

D. Not Barred. Contractor is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Contractor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Contractor is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Patriot Act Compliance. The Contractor represents and warrants to the Owner that neither it nor any of its

principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Owner that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Owner, its corporate authorities, and all Owner's elected and appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

F. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. Acknowledgements Contractor acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Contractor in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Contractors.

C. Acceptance. If this Contract is accepted, Contractor shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence in the performance of all terms and conditions of this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or

use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby, and the remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and interest of this Contract to the greatest extent permitted by applicable law.

H. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of Owner.

I. Governing Law. This Contract, and the rights of the parties under this Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

DATED this _____ day of _____, 2024.

CITY OF WARRENVILLE

By: _____
Christina White, City Administrator

Attest:
By: _____
Julie Clark, City Clerk

[CONTRACTOR]

By: 
Name/Title: Kevin Pryor / Account Manager

Attest:
By: 
Name/Title: Amy Bateman / Regional Manager

CITY OF WARRENVILLE
MOWING AND LANDSCAPE MAINTENANCE CONTRACT
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that **[INSERT COMPANY NAME AND ADDRESS]**, as Principal, hereinafter called Contractor, and **[INSERT COMPANY NAME AND ADDRESS]**, as Surety, a corporation organized and existing under the laws of the State of **[INSERT STATE]**, hereinafter called Surety, are held and firmly bound unto City of Warrenville, 28W701 Stafford Place, Warrenville, Illinois 60555, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of **[INSERT CONTRACT PRICE]** Dollars (\$ 133,730.00), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated Jan. 13, 2025, with Owner entitled "Mowing and Landscape Maintenance Contract Between City of Warrenville and **[INSERT COMPANY NAME]**" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for mowing and landscape maintenance at the Worksites identified in the Contract; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 [formerly Ill. Rev. Stat. ch. 29, §§ 15 and 16] shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this 13 day of January 2025

Attest/Witness:

By: _____

Title: _____

Attest/Witness:

By: _____

Title: _____

PRINCIPAL: ***[INSERT COMPANY NAME]***

By: _____
[INSERT NAME]

Title: President

SURETY: ***[INSERT COMPANY NAME]***

By: _____

Title: _____

Telephone: _____

ATTACHMENT A – CITY PROPERTIES

SPECIFICATIONS

All references to “contractor” in these specifications shall mean and refer to Contractor. All references to “City” shall mean and refer to “Owner.” All references to the “job sites” or “premises” shall mean the Work sites. All references to “services” shall mean and refer to the Work. Contractor proposes and agrees that the mowing and landscaping season (“Landscaping Season”) is April 1 to October 31 but that the Landscaping Season’s start, termination, and duration may fluctuate year to year.

I. Requirements

A. General Requirements.

1. Contractor must provide all material, labor, equipment, and all other necessary equipment and supplies required to complete the required work. Contractor may not sub-contract any work.
2. All work must be completed to the satisfaction of the Deputy Public Works Director or his designee.
3. Contractor must complete the services described below at 26 job sites throughout the City. Job site maps, of each site, are attached to, and by this reference, made a part of these Specifications as **Exhibit 1**. The yellow lines on each map give an *approximate* representation of the required work area, at each job site. It shall not be the responsibility of the City to provide approximate areas and sizes for each job site. The contractor shall meet with the Deputy Public Works Director or his designee prior to the commencement of any work under this Contract.

B. Personnel and Equipment.

1. Contractor shall be responsible for obtaining background checks on all personnel participating in the services. Personnel with felony convictions are prohibited from participating in any work under this Contract.
2. Contractor shall provide qualified supervision of each crew at all times while working.
3. Contractor shall rent equipment as needed to cover any equipment that breaks down.
4. Contractor will assume full responsibility for personnel and will repair or replace any damaged item or area.

II. Contractor Qualifications

- A. Contractor must have maintained a permanent place of business for at least five (5) years.
- B. Contractor must have adequate manpower and equipment to perform the services in an expeditious and acceptable manner.
- C. Contractor shall have satisfactorily furnished services of similar size and scope for a period of at least five (5) years. Verification of this requirement must be submitted as part of the proposal. Contractor shall provide no less than three (3) reference contacts for services of similar size and scope.
- D. Contractor must certify that it has successfully completed tree and landscape maintenance contracts that include finished turf, native plantings, tree maintenance (tree

pruning, tree removal, and tree planting), and litter pick-up and disposal. The minimum value of said maintenance contracts must have been \$150,000.

III. Scope of Work

- A. Work Sites. Services shall be provided at the following Work Sites:
1. Historical Museum / Albright Building/Leone Schmidt Park – 3S530 Second Street (Northwest corner of Second Street and Warrenville Road)
 2. City Hall 3S258 Manning – 28W701 Stafford Place*
 3. Police Station – 3S245 Warren Avenue
 4. Public Works Facility – 3S346 Mignin Drive
 5. Islands (4) on Warrenville Road
 6. Cerny Park – 28W441 Forestview Avenue**
 7. Veterans Memorial Islands (3)
 8. West Avenue-both sides of the street, between Old Warrenville Road and south of Galusha Road
 9. Warrenville Road –South side of the street, east of the bridge over the DuPage River
 10. Rockwell Street-east side of the street, between Calumet Avenue East and Butterfield Road
 11. Burk Avenue-both sides of the street, between Wagner Drive and Rogers Avenue
 12. Batavia Road-both sides of the street, between Butterfield Road and Williams Road
 13. Batavia Road, West of Illinois Route 59-north side of the street between Continental Drive and Sanchez Drive. South side of the street between the railroad crossing and service entrance to the Sutton Square retail center
 14. Aurora Way-both sides of the street, between Warrenville Road and Landon Avenue
 15. Fox Hollow Lift Station-1S681 Essex Lane
 16. Water Tower and Well Site #8-29W523 Batavia Road
 17. Well Site #10-30W194 Batavia Road
 18. Well Site #12-3S004 Timber Drive
 19. Well Site #11-4W255 River Road
 20. Water Tower and Well Site #9-27W601 Warrenville Road
 21. West Street Water Tower-27514 Diehl Road
 22. Warren Avenue Lift Station-3S631 Warren Avenue
 23. Breme Drive Lift Station-3S665 Breme Drive West
 24. Rogers Avenue Well Site (abandoned)-28W436 Rogers Avenue
 25. Williams Road Lift Station – east side of Williams Road between Morris Court and native plants near bridge over West Branch DuPage River
 26. Batavia Road: Emerald Green Drive to driveway just east of Maple Terrace, including PACE bus stop at Emerald Green Drive
 27. Barkley Avenue right-of-way: Duke Parkway to Estes Street, including median island
 28. Well Site #13 – 30W121 Estes Street
 29. Batavia Road right-of-way: the parkway along the property at the northeast corner of Batavia Road and Riverside Avenue
 30. Porter's Landing: 20-foot wide path from road to river
 31. Route 56 Frontage Road at northeast corner of Route 56 and Route 59: several City owned parcels, mow grass area outside of wooded area
 32. Calumet Avenue East (vacant right-of-way): Rockwell Street to Route 56 / Butterfield Road
 33. East side of River Road: Bower School north property line to Towne Tap south property line – mow from back of curb to approximately 2' to 3' east of the path.
 34. Warrenville Entry Monument Sign on Winfield Road located west side of Winfield Road just south of ComEd driveway which is approximately 400' south of Route 56 / Butterfield Road
 35. East side of Barkley Avenue: Route 56 / Butterfield Road to Lakeview Drive
 36. OTRS #2 – City owned parcels at northeast corner of Batavia Road and Winfield Road

B. Services.

1. The following services shall be required for each job site (unless otherwise noted in the exceptions below). All work shall be completed Monday through Friday from 7 AM to 6 PM.
 - Clean-Up (Spring & Fall) two times per year – Contractor must complete a leaf cleanup in the fall (after the leaves have fallen) and a tall grass cleanup in the spring.
 - Tree and Shrub Care (trimming and shaping) two times per year
 - Edging flowerbeds one time per season (summer months)
 - Pre-emergent (flowerbeds) will be applied in the spring
 - Hand-weeding the flowerbeds weekly, spot spraying
 - Lawn mowing and weed whipping weekly
2. Exceptions:
 - * City Hall shall be mowed on Monday or Tuesday each week, due to weekly concerts on Wednesdays.
 - ** Cerny Park shall be mowed twice per week.
3. Owner reserves the right to temporarily reduce the number or frequency of the services at one or more job sites on written notice to Contractor.

- D. Distressed or Diseased Vegetation. Contractor shall report any distressed or diseased vegetation and, once the report is made, provide a cost estimate for the remediation the issue to the Deputy Public Works Director or his designee.

IV. Pricing/Invoicing/Payment

- A. Pricing. Contractor shall provide a price for a single date of service for each of the 24 job sites ("Price Per Service Date"). The Price Per Service Date should take into account that, while the majority of service dates to a particular job site will consist of the same work, there will be service dates that entail additional work (e.g. fall and spring clean-up dates, tree and shrub care dates, etc.). Non-lawn services (e.g. fall and spring clean-up dates, tree and shrub care dates, etc.) shall be completed at work sites when mowing occurs. Non-lawn services costs shall be incorporated into the Price Per Service. Every service date for a given job site will cost the Price Per Service Date regardless of the particular work done on any given service date.
- B. Mulch. Contractor shall provide a material cost for premium dyed brown double ground mulch, which the City may, but is not obligated to, order from Contractor on an as-needed basis. Before mulch is installed, the existing mulch shall be turned over with a rake, and when the new mulch is installed, the total thickness of the old and new mulch shall be a maximum of three inches (3"). It shall be installed properly and not in the form commonly known as volcano mulch.
- C. Invoices. Contractor shall submit invoices to the City on a monthly basis. The invoice amount shall be the sum of the products resulting from multiplying the Price Per Service Date for each job site serviced by the number of times the job site was serviced plus any additional costs for arborist chips. Contractor shall provide signed and dated activity receipts with each invoice detailing the work completed at each job site.
- D. Payment. The City will review and pay each invoice in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

ATTACHMENT C
2025 Mowing and Landscape Maintenance Schedule of Prices

I. LANDSCAPE MAINTENANCE AT CITY-OWNED PROPERTIES	COST/OCCURRENCE	# OCC.	EXTENSION
1 Historical Museum / Albright Building / Leone Schmidt Park - 35530 Second St (Northwest corner of Second St & Warrenville Rd)	\$90.00 /OCC.	30	\$2,700.00
2 City Hall - 3S258 Manning Ave and 28W701 Stafford Place	\$90.00 /OCC.	30	\$2,700.00
3 Police Station - 3S245 Warren Avenue	\$110.00 /OCC.	30	\$3,300.00
4 Public Works Facility - 3S346 Mignin Drive	\$85.00 /OCC.	30	\$2,550.00
5 Islands (4) on Warrenville Road	\$90.00 /OCC.	30	\$2,700.00
6 Cerny Park - 28W441 Forestview Avenue South	\$140.00 /OCC.	60	\$8,400.00
7 Veterans Memorial Islands (3)	\$30.00 /OCC.	30	\$900.00
8 West Avenue - both sides of the street, between Old Warrenville Road and south of Galusha Road	\$30.00 /OCC.	30	\$900.00
9 Warrenville Road - south side of street, east of bridge over West Branch DuPage River	\$30.00 /OCC.	30	\$900.00
10 Rockwell Street - east side of street, between Calumet Avenue East and Butterfield Road	\$30.00 /OCC.	30	\$900.00
11 Burk Avenue - both sides of street, between Wagner Drive and Rogers Avenue	\$35.00 /OCC.	30	\$1,050.00
12 Batavia Road - both sides of street, between Butterfield Road and Williams Road	\$122.00 /OCC.	30	\$3,660.00
13 Batavia Road, west of Illinois Route 59 - north side of the street between Continental Drive and Sanchez Drive. South side of street between the railroad crossing and service entrance to Sutton Square retail center.	\$90.00 /OCC.	30	\$2,700.00
14 Aurora Way - both sides of street, between Warrenville Road and Landon Avenue	\$55.00 /OCC.	30	\$1,650.00
15 Fox Hollow Lift Station - 1S681 Essex Lane	\$30.00 /OCC.	30	\$900.00
16 Water Tower and Well Site #8 - 2S649 Country Ridge Drive	\$20.00 /OCC.	30	\$600.00
17 Well Site #10 - 30W194 Batavia Road	\$20.00 /OCC.	30	\$600.00
18 Well Site #12 - 2S900 Timber Drive	\$20.00 /OCC.	30	\$600.00
19 Well Site #11 - 2W255 River Road	\$20.00 /OCC.	30	\$600.00
20 Water Tower and Well Site #9 - 27W601 Warrenville Road	\$40.00 /OCC.	30	\$1,200.00
21 West Street Water Tower - 4740 West Street	\$30.00 /OCC.	30	\$900.00
22 Warren Avenue Lift Station - 3S631 Warren Avenue	\$30.00 /OCC.	30	\$900.00
23 Breme Drive Lift Station - 3S665 Breme Drive West	\$30.00 /OCC.	30	\$900.00
24 Rogers Ave Well Site (abandoned) - 28W436 Rogers Avenue	\$30.00 /OCC.	30	\$900.00
25 Williams Rd Lift Station - E. side Williams: Morris Ct to native plants	\$20.00 /OCC.	30	\$600.00
26 Batavia Rd: Emerald Green Drive to Seraph Holmes Court to Maple Terrace driveway on north, including PACE Bus Stop	\$20.00 /OCC.	30	\$600.00
27 ROW Barkley Ave: Duke Parkway to Estes Street	\$20.00 /OCC.	30	\$600.00
28 Well Site #13 - 30W121 Estes Street	\$30.00 /OCC.	30	\$900.00
29 ROW Batavia Road parkway at Riverside Avenue	\$20.00 /OCC.	30	\$600.00
30 Porter's Landing: 20' wide from River Road to edge of river	\$20.00 /OCC.	30	\$600.00
31 Frontage Road at NE Route 56 / Route 59 grass outside wooded area	\$30.00 /OCC.	30	\$900.00
32 Calumet Avenue East: Rockwell Street to Route 56 / Butterfield Road	\$50.00 /OCC.	30	\$1,500.00
33 East side of River Road: Bower School to Towne Tap	\$95.00 /OCC.	30	\$2,850.00
34 Warrenville Entry Monument Sign on Winfield Road	\$20.00 /OCC.	30	\$600.00
35 East side of Barkley Avenue: Route 56 / Butterfield Rd to Lakeview Dr	\$25.00 /OCC.	30	\$750.00
36 OTRS #2 - Northeast corner of Batavia Road and Warrenville Road	\$85.00 /OCC.	30	\$2,550.00
37 Premium Dyed Brown Double Ground Mulch	\$60.00 /CUBIC YARD	100	\$6,000.00
SUBTOTAL:			\$62,160.00

2025 Mowing and Landscape Maintenance Schedule of Prices

II. ROUTE 56 CLEAN-UP AND REPAIR	COST/OCCURRENCE	# OCC.	EXTENSION
A. Spring	\$2,900.00 /OCC.	1	\$2,900.00
B. Fall	\$2,150.00 /OCC.	1	\$2,150.00
C. Policing	\$550.00 /OCC.	2	\$1,100.00
SUBTOTAL:			\$6,150.00

III. ROUTE 56 SCHEDULED LANDSCAPE MAINTENANCE	COST/OCCURRENCE	# OCC.	EXTENSION
A. Turf			
1. Fine Turf			
a) Fine Turf Mowing (includes litter removal, hand-weeding)	\$500.00 /OCC.	30	\$15,000.00
b) Fertilization			
i. Spring	\$1,000.00 /OCC.	1	\$1,000.00
ii. Summer	\$1,000.00 /OCC.	1	\$1,000.00
iii. Fall	\$1,000.00 /OCC.	1	\$1,000.00
c) Herbicide Application			
i. Selective Broadleaf Pre-Emergent Blanket Spray	\$600.00 /OCC.	2	\$1,200.00
ii. Broadleaf Post-Emergent Blanket Spray	\$600.00 /OCC.	2	\$1,200.00
iii. Selective Broadleaf - Spot Treatment	\$200.00 /OCC.	3	\$600.00
B. Perennial Beds and Tree Rings			
1. Perennial Beds			
		/OCC.	
a) Fertilization	\$400.00 /OCC.	1	\$400.00
b) Compost	\$6,750.00 /OCC.	1	\$6,750.00
c) Weed Control			
i. Pre-emergent	\$600.00 /OCC.	1	\$600.00
ii. Post-emergent	\$300.00 /OCC.	3	\$900.00
d) Cut back	\$400.00 /OCC.	1	\$400.00
e) Bed edging	\$400.00 /OCC.	3	\$1,200.00
f) Cultivate beds	\$300.00 /OCC.	1	\$300.00
2. Tree Rings			
a) Fertilization	\$450.00 /OCC.	1	\$450.00
b) Edging Tree Rings	\$1,250.00 /OCC.	2	\$2,500.00
c) Weed Control			
i. Pre-emergent	\$900.00 /OCC.	1	\$900.00
ii. Post-emergent	\$300.00 /OCC.	3	\$900.00
C. Paths			
1. Weed Control	\$320.00 /OCC.	8	\$2,560.00
D. Seeded Natural Areas Maintenance			
1. Mowing	\$925.00 /OCC.	2	\$1,850.00
2. Weeds/Invasive Woody Plant Control	\$1,800.00 /OCC.	4	\$7,200.00
3. Prescribed burning (either in spring or fall) 3 year rotation 2020 - burn north side (274,342 SF), 2021 - burn south side (274,342 SF), 2022 - no burn	\$4,800.00 /OCC.	1	\$4,800.00
E. Prune Trees	\$18.00 /TREE	300	\$5,400.00
F. Mulch Tree Rings	\$10.00 /OCC.	1	\$10.00
G. Mulch Perennial Beds	\$7,300.00 /OCC.	1	\$7,300.00
SUBTOTAL:			\$65,420.00

GRAND TOTAL: \$133,730.00

2025 Mowing and Landscape Maintenance Schedule of Prices

IV. CONTINGENCY ITEMS	COST/OCCURRENCE	# OCC.	EXTENSION
A. Seeding Natural Areas Contingencies			
1. Overseeding - Class 4A	\$2,150.00 /ACRE	as needed	
2. Overseeding - Class 4A and Class 5 mix	\$2,300.00 /ACRE	as needed	
B. Shade Tree, Ornamental Tree, Evergreen Tree Contingencies (Per Tree)			
1. Watering			
a. Gator Bag	\$25.00 /GATOR BAG	as needed	
b. Fill Gator Bag	\$12.00 /TREE/OCC.	as needed	



SEBERT

Sebert Landscape References

Village of Schaumburg

Emma Collar

ecollar@schaumburg.com

847-895-4500

Village of Algonquin

Brad Andresen

bradleyandresen@algonquin.org

847-658-2700

Village of Bolingbrook

Kevin Engel

kengel@bolingbrook.com

630-226-8400

All of these are currently maintained by Sebert Landscape, have been maintained by Sebert Landscape for at least (5) years, and are a similar size and scope as the City of Warrenville.

CITY OF WARRENVILLE MEMORANDUM

To: Mayor, City Council, and City Administrator White *KHG*
From: Cassandra Hernandez-Galvan, Asset Management Analyst
CC: Bicyclist and Pedestrian Advisory Commission
Subject: Solicitation Request – 2025 Bike Rodeo
Date: February 5, 2025

The Bicyclist and Pedestrian Advisory Commission (BPAC), in partnership with the Warrenville Park District, will be conducting the nineteenth annual Warrenville Bike Rodeo on Saturday, May 17, 2025. This event has been very successful in the past. Part of what has made the event a success and fun for children has been the opportunity to win prizes, such as a new bicycle or bike-related equipment. Those items (or money to purchase items) were generously donated or offered at discounted prices by businesses around Warrenville.

BPAC is again requesting City Council authorization to solicit local businesses donations of items to use as prizes, or monetary donations to purchase prizes for drawings at the 2025 Warrenville Bike Rodeo. The prizes would consist of children's bicycles, and other bike-related gear, such as helmets, ice cream tokens, etc. This solicitation would be done in-person and/or via phone by a BPAC Commissioner or Asset Management Analyst Hernandez-Galvan. These solicitations would occur during day or evenings hours. Attached is a copy of the City Solicitation Policy.

Attachment

SOLICITATIONS OF DONATIONS TO THE CITY

The City recognizes that there are programs, initiatives, and events that cannot be adequately funded or by choice will not be funded through tax dollars alone. The City also recognizes that private and corporate residents often want to support the City and these programs, initiatives, and events through donations of professional services, money, or in-kind items. Under these circumstances, it may be appropriate to accept such donations to the City.

However, due to tax regulations, ethics laws, and fiduciary responsibility, it is important that the City properly accounts for these donations and manages who shall be authorized to solicit for donations. It is also important that donors are issued proper receipts and are not inundated with donation requests throughout the year. Finally, it is vital that the City prevents fraudulent solicitation campaigns and be able to take appropriate action against individuals attempting to falsely represent the City. Therefore, solicitation of donations on behalf of the City will only be authorized with prior formal approval and when performed according to the following guidelines. Elected officials, appointed officials, City volunteers, and City staff are not permitted to solicit any type of donation without meeting these requirements.

1. A written request must be submitted to the City Council. The Council may approve the request with limitations as they see fit.
2. The City will provide a form that must include the following information:
 - a. How the solicitation will be conducted (i.e. phone calls, in-person, event, raffle, program).
 - b. Identify who will be approached (i.e. businesses and/or residents).
 - c. Purpose of the solicitation (i.e. to fund the Bike Rodeo, provide prizes for Arbor Day Celebration, money for a capital project).
 - d. Type of donations being solicited (i.e. services, money, in-kind items).
 - e. Solicitation goal (i.e. total of monetary donations, number of items with expected value).
 - f. Dates, times, duration, and location of solicitation, if applicable.
 - g. Name, address, and contact information of each individual who will be conducting the solicitations.
3. All donations must be tracked and maintained by City staff.
 - a. Monetary donations must be made payable to the City of Warrenville and are to be submitted to the City Finance Department for proper accounting.
 - b. Donations cannot be used to pay for items or services directly (i.e. cannot solicit and receive cash and then directly purchase an item to be used as a prize in an event)

- c. Item donations will be submitted to the applicable staff liaison or the Assistant City Administrator.
 - d. In-kind services must be reported to the City Finance Department for recording.
4. The City Finance Department will issue the donor a receipt to the donating party for the donation within thirty days.
 5. A list of all donations and their values will be kept by the City Finance Department on an annual basis.
 6. No individual shall solicit donations of items or services on behalf of the City without having first been issued an appropriate identification badge. The identification badge shall be worn at all times that the individual is engaged in solicitation on behalf of the City and shall be returned to the Director of Finance upon completion of the solicitation event.
 7. All records kept by the solicitors must be submitted to the City Finance Department upon completion of the solicitation effort.
 8. The City reserves the right to take appropriate legal action in the event that an unauthorized solicitation occurs, which is in violation of this policy.
 9. If elected officials or the City Administrator receive requests about making donations to the City, they must inform the Mayor and direct the party making the request to the Assistant City Administrator to follow up.
 10. Nothing in this policy shall prohibit the Mayor or his designee from seeking or accepting donations to the City, without prior City Council approval. However, all information about any donations received by the Mayor or his designee will be submitted to the Finance Department for tracking.

*Prepared By: Jennifer McMahon
Assistant City Administrator
December 28, 2007 Approved by
City Council: March 17, 2008*

CITY OF WARRENVILLE
MEMORANDUM

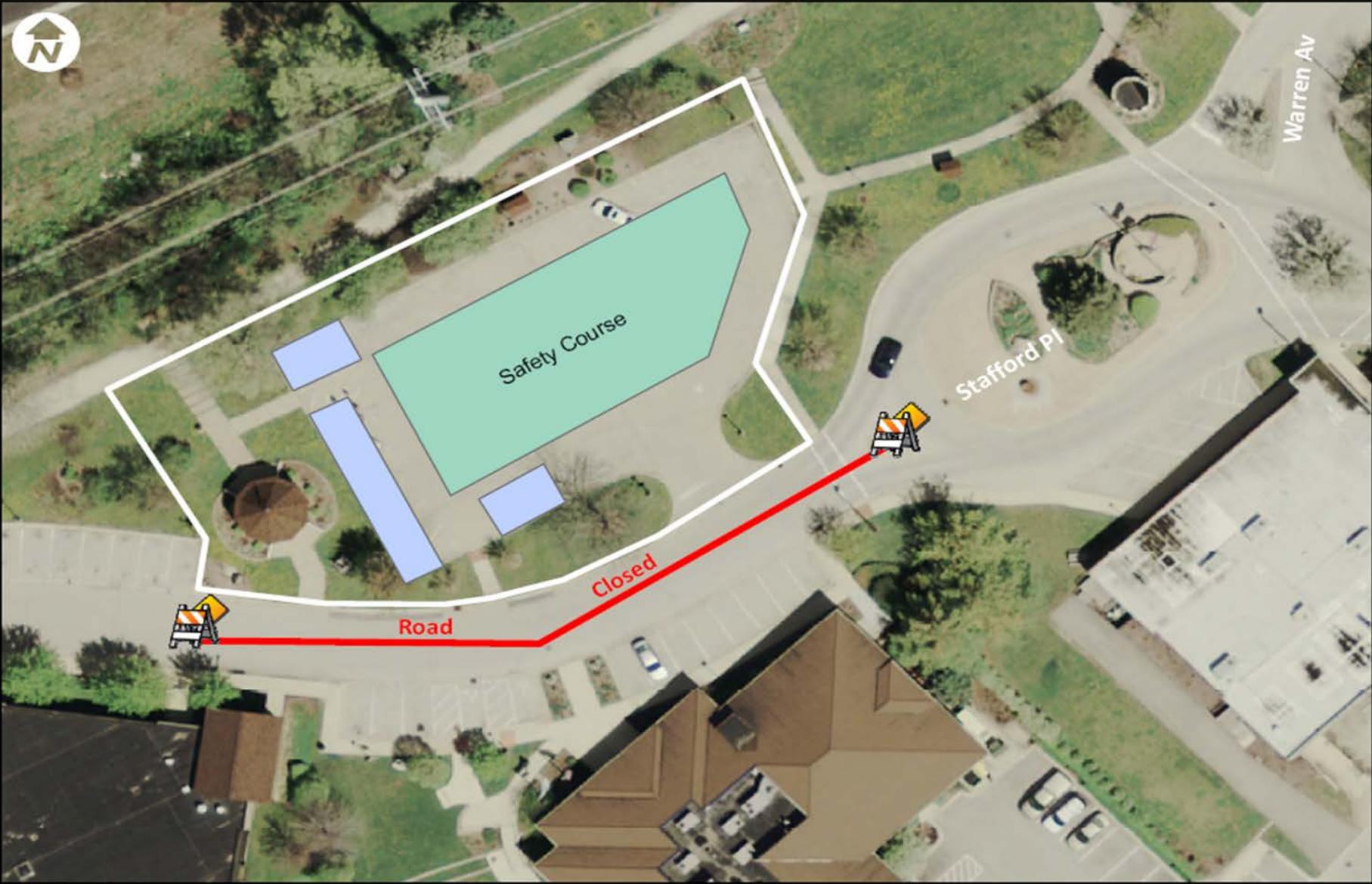
To: Mayor, City Council, and City Administrator White *KHG*
From: Kassandra Hernandez-Galvan, Asset Management Analyst
CC: Bicyclist and Pedestrian Advisory Commission
Subject: Street Closure Request – 2025 Bike Rodeo
Date: February 5, 2025

The Bicyclist and Pedestrian Advisory Commission (BPAC), in partnership with the Warrenville Park District, will be conducting the nineteenth annual Warrenville Bike Rodeo on May 17, 2025, from 9:00 a.m. to 11:00 a.m. Some of the reasons this event has been a success and fun for children are the opportunities to have their bikes checked, complete a bicycle safety course to practice skill, have a helmet fitting, and access bike safety-related equipment.

Due to liability and safety concerns, BPAC is recommending the City Council authorize the closure of a portion of Stafford Place, from the gazebo to the eastern half of the Veterans Memorial. Public Works will put barricades up in the parking lot on Friday and barricades up on the street prior to the event’s start at 9:00 a.m. and keep them in place until the event ends and clean-up is complete at noon on Saturday, May 17, 2025. Closing this portion of Stafford Place will prevent vehicles from parking in the upper level parking lot directly across from City Hall and will also provide a safety buffer from traffic for volunteers, children, and parents/guardians, who will be attending the event. A map identifying the recommended road closure and a general layout of the event (e.g., tables, safety course) is attached for reference purposes.

Attachment

Bike Rodeo (Road Closure)



ORDINANCE NO. O2025-

**AN ORDINANCE APPROVING AN EASEMENT AGREEMENT FOR THE INSTALLATION
AND MAINTENANCE OF UNDERGROUND ELECTRICAL FACILITIES
(3S660 Route 59 and 3S700 Route 59)**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, TZBP Warrenville LLC ("**TZBP**") owns the property commonly known as 3S660 Route 59 in the City ("**TZPB Property**"), which is currently improved with a Thorntons gas station; and

WHEREAS, the City owns the property commonly known as 3S700 Route 59 in the City ("**City Property**") on which the City is constructing a new water tower; and

WHEREAS, the City desires to enter into an agreement with TZBP, pursuant to which TZP will grant a utility easement across the TZPB Property for the installation and maintenance of underground electrical facilities to serve the City Property ("**Easement Agreement**"); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Easement Agreement with TZBP;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Ordinance as if fully set forth in this Ordinance.

SECTION 2: Approval of Easement Agreement. The Easement Agreement is hereby approved in substantially the form attached to this Ordinance as **Exhibit A**.

SECTION 3: Authorization to Execute and Record Easement Agreement. The City Council hereby authorizes and directs the Mayor to execute and the City Clerk to attest, on behalf of the City, the final Easement Agreement and directs the City Clerk, on behalf of the City, to record the executed Easement Agreement at the DuPage County Recorder's Office, following its execution and delivery to the City Clerk by TZBP.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect following its passage and approval in the manner provided by law.

[Voting Record and Signatures on Following Page]

PASSED THIS ____ day of _____, 2025

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS ____ day of _____, 2025.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
EASEMENT AGREEMENT

**PREPARED BY AND AFTER
RECORDING RETURN TO:**

Elrod Friedman LLP
Attention: Brooke Lenneman
325 N. LaSalle Street, Ste. 450
Chicago, Illinois 60654

PIN(s):
04-33-405-039;
04-33-405-040

For Recorder's Use Only

**NON-EXCLUSIVE EASEMENT AGREEMENT
FOR ELECTRIC UTILITIES**

THIS AGREEMENT is dated as of this ____ day of _____, 2025, by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation ("**Lot 2 Owner**"), and TZBP Warrenville LLC, an Illinois limited liability company ("**Lot 1 Owner**") (Lot 2 Owner and Lot 1 Owner are, collectively, the "**Parties**").

IN CONSIDERATION OF the mutual covenants and agreements set forth herein and pursuant to Lot 2 Owner's statutory and home rule powers, the Parties agree as follows:

1. **BACKGROUND.**

A. Lot 1 Owner is the owner of certain real estate commonly known as 3S660 Route 59, Warrenville, County of DuPage, State of Illinois, and legally described in **Exhibit A**, attached to, and by this reference made a part of, this Agreement ("**Lot 1**").

B. Lot 2 Owner is the owner of certain real estate commonly known as 3S700 Route 59, Warrenville, County of DuPage, State of Illinois, and legally described in Exhibit A ("**Lot 2**").

C. There is an existing 10-foot-wide perpetual, non-exclusive sanitary sewer easement in upon, over, across, and under that portion of Lot 1 as depicted on that certain Ayleen

{00121273.1}

Plat of Resubdivision, January 30, 2023 as Document R2023-005775 for the installation, maintenance, repair, and replacement of a sanitary sewer main and related facilities serving improvements on Lot 2 ("**Sanitary Sewer Easement**").

D. New electrical service facilities must be installed to serve improvements on Lot 2.

E. In order to avoid the installation of multiple new poles and overhead electrical service lines along the north and west portions of Lot 1, Lot 1 Owner and Lot 2 Owner desire to enter into this Agreement to grant an additional utility easement upon, over, through and across Lot 1 for the benefit of Lot 2 in the same location as the Sanitary Sewer Easement for the installation and maintenance of underground electrical facilities to serve Lot 2.

2. **GRANT AND USE OF UTILITY EASEMENT.** Lot 1 Owner grants, conveys, warrants, and dedicates to Lot 2 Owner a perpetual non-exclusive easement in, at, over, along, across, through, upon, and under that portion of Lot 1 in the same location as the Sanitary Sewer Easement and legally described and depicted on **Exhibit B**, attached to, and by this reference made a part of, this Agreement ("**Easement Premises**"), to survey, construct, operate, use, own, test, inspect, repair, remove, replace, and maintain (collectively, "**Installation**") underground electric utility facilities, the top of which must be no less than five (5) feet beneath the ground surface as it now exists, and any appurtenances thereto, to serve improvements on Lot 2 ("**Facilities**"). Lot 2 Owner shall, at its sole cost and expense, complete the Installation of the Facilities in a diligent manner.

3. **TEMPORARY EASEMENT FOR CONSTRUCTION; EASEMENTS FOR REPAIR, MAINTENANCE, SERVICES AND EMERGENCY.** Lot 1 Owner hereby grants to Lot 2 Owner a non-exclusive limited ground and aerial easement, right-of-way, right-of-access, right-of-entry and right-of-use and for ingress and egress over, upon and through an area extending ten feet (10') on each side of the Easement Premises for the purpose of (i) Lot 2 Owner's entry upon Lot 1 for the installation, tapping into, connecting with and/or utilizing any of the Facilities located within the Easement Premises; (ii) Lot 2 Owner's operation, inspection, testing, repair and

replacement of any facility, equipment, line, system and the like which is located within the Easement Premises; and (iii) as otherwise necessitated by any emergency involving danger to life, limb or property as reasonably determined in good faith by Lot 2 Owner.

4. **HOLD HARMLESS**. The City agrees to hold the Owner harmless from all claims, causes of action, suits, damages, or demands that arise directly from the Installation of the Facilities on the Easement Premises.

5. **RESERVED RIGHT**. Lot 1 Owner reserves the right to use Easement Premises for any purpose which is not inconsistent with the easement rights granted in this Agreement, including without limitation the installation and maintenance of landscaping and/or driveways, curb cuts, parking areas and related improvements, and drive through improvements and related equipment, including but not limited to, menu boards, speakers, bollards, curbing and awnings; provided, however, that no buildings may be constructed on or within the Easement Premises.

6. **NO OBLIGATION**. The City's acceptance of the easement rights granted in this Agreement in no way obligate the City conduct any Installation of the Facilities. Nothing in this Agreement is intended to transfer ownership of the Easement Premises to Lot 2 Owner.

7. **ADDITIONAL EASEMENTS**. Lot 1 Owner shall have the right to grant other non-exclusive easements over, along, across or upon the Easement Premises; provided, however, that any such other easements shall be subject to this Agreement and the rights granted hereby; and provided further, that the City Administrator shall have first consented in writing to the terms, nature, and location of any such other easements.

8. **CITY RESTORATION**. Upon completion of any Installation, the City agrees to (a) replace and grade any and all topsoil removed by the City; (b) restore to condition immediately preceding the Installation any and all fences, roads, plantings, and improvements that are damaged or removed as a direct result of the Installation; (c) replace any and all sod removed with sod of like quality; and (d) replace any and all natural grass removed by seeding with a good quality seed.

9. **COVENANTS RUNNING WITH THE LAND.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements and covenants running with the land, shall be recorded against Lot 1 and Lot 2 and shall be binding upon and inure to the benefit of the Lot 1 Owner and Lot 2 Owner and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of Lot 1 and Lot 2, or any portions thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current Governor of the State of Illinois.

10. **ASSIGNMENT OF RIGHTS.** Lot 1 Owner agrees that Lot 2 Owner may assign its rights or delegate its duties under this Agreement to any assignee, including, without limitation, Commonwealth Edison: (a) who is reasonably competent to exercise the rights granted herein and the obligations imposed herein; and (b) who makes adequate assurances to Lot 1 Owner that any activity performed pursuant to such assignment or delegation shall be conducted in a diligent manner.

11. **AMENDMENT.** This Agreement may be modified, amended, or annulled only by the written agreement of the Parties.

12. **EXHIBITS.** Exhibits A and B attached to this Agreement are incorporated herein and made a part hereof by this reference.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

ATTEST:

ATTEST:

LOT 1 OWNER

By:_____

LOT 2 OWNER

By:_____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

This instrument was acknowledged before me on _____, 20__, by _____, the _____ of the City of Warrenville, an Illinois municipal corporation, and by _____, of the City Clerk of said municipal corporation.

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

This instrument was acknowledged before me on _____, 20__, by _____, _____ of TZBP Warrenville LLC, and _____, Secretary of said corporation, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of the corporation for and in behalf of said corporation, and that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the corporation, for the uses and purposes herein mentioned.

Signature of Notary

SEAL

My Commission expires: _____

EXHIBIT A

Legal Description of Lot 1

BEING LOT 1 IN THE AYLEEN PLAT OF RESUBDIVISION, BEING IN THE EAST HALF OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 30, 2023 AS DOCUMENT R2023-005775

PIN NUMBER: 04-33-405-039

COMMON ADDRESS: 3S660 Route 59
Warrenville, Illinois 60555

Legal Description of Lot 2

BEING LOT 2 IN THE AYLEEN PLAT OF RESUBDIVISION, BEING IN THE EAST HALF OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 30, 2023 AS DOCUMENT R2023-005775

Commonly Known as 3S700 Route 59, Warrenville, Illinois 60555

Permanent Real Estate Index No. 04-33-405-040

EXHIBIT B
Easement Premises

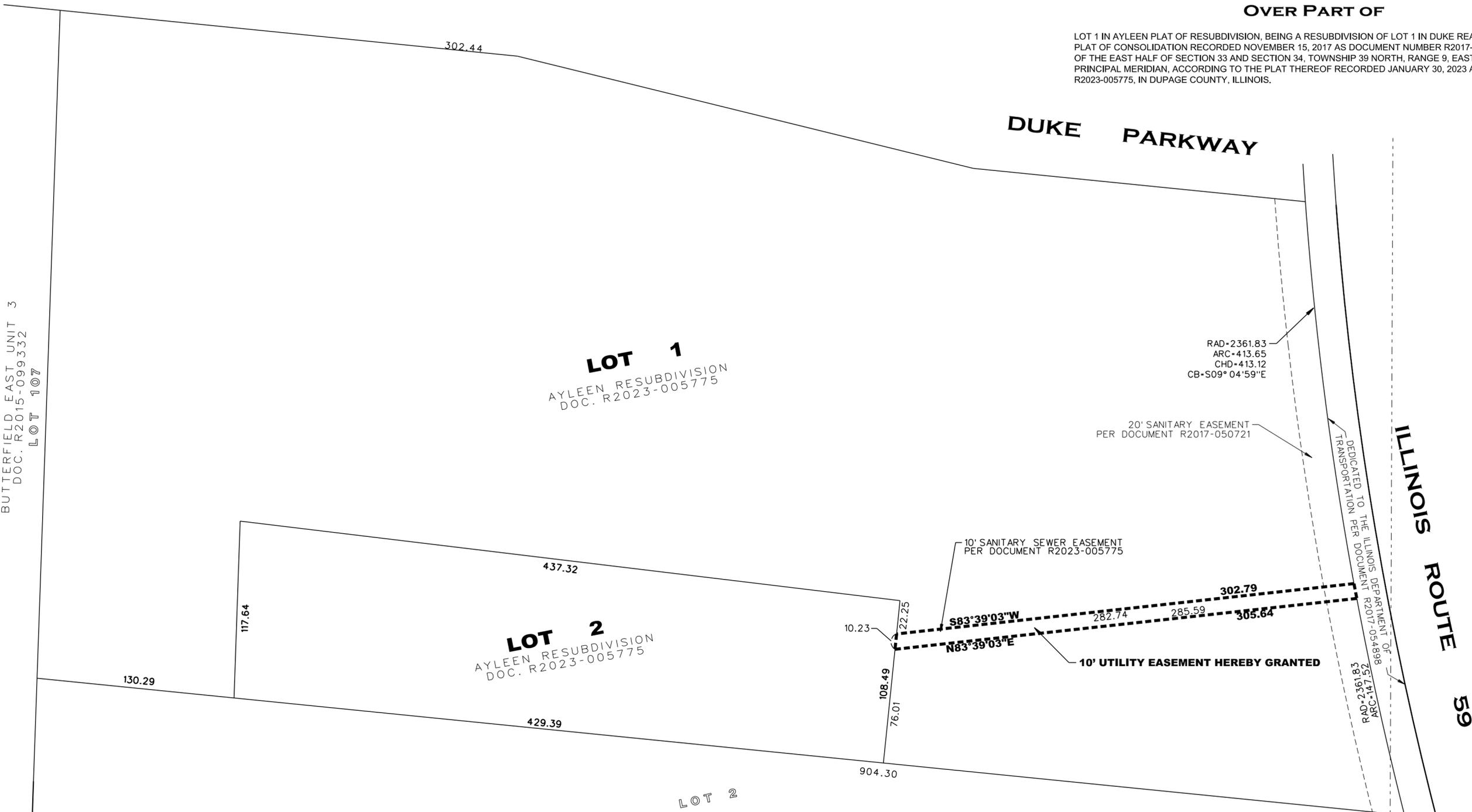
PIN 04-33-405-039

EASEMENT EXHIBIT

OVER PART OF

LOT 1 IN AYLEEN PLAT OF RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN DUKE REALTY UNIT 6 PLAT OF CONSOLIDATION RECORDED NOVEMBER 15, 2017 AS DOCUMENT NUMBER R2017-117524, OF PART OF THE EAST HALF OF SECTION 33 AND SECTION 34, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 30, 2023 AS DOCUMENT R2023-005775, IN DUPAGE COUNTY, ILLINOIS.

BUTTERFIELD EAST UNIT 3
DOC. R2015-099332
LOT 107



LOT 1
AYLEEN RESUBDIVISION
DOC. R2023-005775

LOT 2
AYLEEN RESUBDIVISION
DOC. R2023-005775

LOT 2
ANTHONY PACELLI'S ASSESSMENT PLAT
DOCUMENT 540223



BASIS OF BEARING
NAD 83, ILLINOIS STATE PLANE, EAST ZONE
AS DETERMINED BY CORS NETWORK

Rev	Date	Description	By
1	1-9-25	REVISED PER REVIEW	JCV

WEBSTER, McGRATH & AHLBERG LTD.
WMA
LAND SURVEYING - CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE
Over a Century of Service to our Clients
2100 Manchester Road, Building A, Suite 203 Wheaton, Illinois 60187
ph: (630)668-7603 web: www.wmatld.com
Design Firm License No. 184-003101

EASEMENT EXHIBIT		
LOCATION: SOUTHWEST CORNER ROUTE 59 AND DUKE PARKWAY WARRENVILLE, IL		
PREPARED FOR: CITY OF WARRENVILLE 3S258 MANNING AVE WARRENVILLE, ILLINOIS 60555		
JOB #:	DATE:	SCALE:
41516	11-29-2024	1"=50'
SURV:	DRAWN:	DESIGN:
XXX	JCV	XXX
FILE #:	SHEET #:	
C-26199-ESMT	1 of 1	

INTERGOVERNMENTAL AGREEMENT FOR THE PURCHASE AND SALE OF PROPERTY (Cerny Park)

THIS INTERGOVERNMENTAL AGREEMENT FOR THE PURCHASE AND SALE OF PROPERTY (this "**Agreement**") is made and entered into as of the Effective Date (as defined in Section 23 below) by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation ("**Seller**"), and the **WARRENVILLE PARK DISTRICT**, an Illinois park district ("**Buyer**"). The Seller and Buyer may from time to time be referred to as a "Party" and collectively as the "Parties."

AGREEMENT:

1. RECITALS.

A. Seller is the fee simple title owner of certain real property commonly known as Cerny Park, located at 28W420 Forestview Dr, Warrenville, IL 60555, DuPage County (PIN: 07-02-107-001) ("**City Parcel**"), which is legally described in EXHIBIT A attached hereto and made a part hereof.

B. The City Parcel is currently improved with a public park commonly known as Cerny Park ("**Park**"), which is legally described on Exhibit A, sidewalks around the perimeter of the Park, and a lift station.

C. Seller has applied for and been awarded Open Space Lands Acquisition and Development Grant ("**OSLAD Grant**") funding for the construction of certain improvements to the Park ("**Phase I Improvements**"). Seller has initiated the design process for the Phase I Improvements and anticipates the completion of the Phase I Improvements by November 1, 2025. Seller applied for OSLAD Grant funding for additional improvements to the Park ("**Phase II Improvements**") on behalf of the Buyer. The Parties have received notice that the OSLAD Grant funding was awarded for the Phase II Improvements. The Parties anticipate the Phase II Improvements will be completed by November 1, 2026.

D. Seller and Buyer intend to enter into an intergovernmental agreement regarding the funding and construction of the Phase II Improvements (the "**OSLAD Grant IGA**").

E. Seller and Buyer intend to enter into an intergovernmental agreement regarding the Parties respective rights and responsibilities regarding the maintenance and use of the Park after title transfers to the Park District (the "**Cerny Park IGA**").

F. Seller and Buyer have determined it is in both their interest for the Seller to convey the Park to Buyer.

G. Seller and Buyer desire to enter into this Agreement in order to memorialize their respective rights and responsibilities regarding the conveyance of the Park to the Buyer.

H. **BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT (A) SELLER IS A MUNICIPAL ENTITY AND ALTHOUGH THIS AGREEMENT MAY BE EXECUTED BY THE MAYOR OF SELLER THIS AGREEMENT IS SUBJECT TO, AND CONTINGENT ON THE APPROVAL OF, AND IS NOT ENFORCEABLE UNLESS APPROVED AT AN OPEN MEETING BY, THE MAYOR AND CITY COUNCIL OF SELLER, AND (B) BUYER IS A PARK DISTRICT**

AND ALTHOUGH THIS AGREEMENT MAY BE EXECUTED BY THE EXECUTIVE DIRECTOR OF BUYER, THIS AGREEMENT IS SUBJECT TO, AND CONTINGENT ON THE APPROVAL OF, AND IS NOT ENFORCEABLE UNLESS APPROVED AT AN OPEN MEETING BY, THE BOARD OF COMMISSIONERS OF BUYER. IN THE EVENT THESE CONTINGENCIES ARE NOT SATISFIED THIS AGREEMENT WILL AUTOMATICALLY TERMINATE AND THE PARTIES WILL HAVE NO FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EXCEPT FOR THOSE THAT EXPRESSLY SURVIVE ANY SUCH TERMINATION.

2. **INCORPORATION OF RECITALS.** The foregoing recitals are incorporated into this Agreement as substantive terms of this Agreement.

3. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, the Park together with (i) all privileges, rights, easements, hereditaments and appurtenances thereto belonging, (ii) all right, title and interest of Seller in and to any streets, alleys, passages and other rights of way included therein (before or after the vacation thereof), (iii) all buildings, structures and improvements located upon the Park, and (iv) Seller's interest in tangible personal property located on the Park and used in connection with operation and maintenance of the improvements (collectively, the "**Property**").

4. **PURCHASE PRICE.** The purchase price for the purchase of the Property by Buyer is \$10.00 ("**Purchase Price**"). The Purchase Price will be paid by Buyer to Seller on the Closing Date (as defined in Section 5 below) subject to the prorations and adjustments set forth herein. There is no earnest money deposit.

5. **CLOSING AND POSSESSION.** The closing ("**Closing**") of the contemplated purchase and sale of the Property will take place through a deed and money escrow ("**Escrow**") at an office of Chicago Title Insurance Company ("**Title Company**"), or at such other place as mutually agreed to by the Parties. The Parties need not physically attend the Closing. The Closing will occur on a date (the "**Closing Date**") mutually agreed by Buyer and Seller, within 30 days after (i) completion of the Phase I Improvements, if the pending OSLAD Grant application for Phase II Improvements is not approved; or (ii) completion of the Phase II Improvements, if the pending OSLAD Grant application for Phase II Improvements is approved.

6. **BUYER'S DUE DILIGENCE PERIOD.** During the period that begins on the Effective Date and ends on that date which is 90 days after the Effective Date (the "**Due Diligence Period**"), Buyer may enter upon the Property at all reasonable times to conduct such investigations, inspections, reviews, and analyses of or with respect to the Property as Buyer desires ("**Inspection Activities**"). Buyer agrees to coordinate the Inspection Activities with Seller to accommodate and respect the needs of the invitees of Seller using the Property. The Inspection Activities include examining title to the Property and conducting such physical inspections, including non-intrusive environmental testing, of and on the Property as Buyer deems necessary. Buyer will indemnify and hold harmless Seller, its partners, members, shareholders, affiliates, officers, managers, employees, trustees and beneficiaries, and the respective successors and assigns of each of the foregoing (collectively, the "**Indemnified Parties**") from and against any loss, liability, costs (including attorneys' fees) or damage which any of the Indemnified Parties may incur or suffer as a result of the acts or negligence of Buyer or any person entering onto the Property in connection with the Inspection Activities.

Buyer will have until the end of the Due Diligence Period in which to make such investigations and studies with respect to the Property as Buyer deems appropriate, and to deliver written notice

to Seller terminating this Agreement if Buyer is not, for any reason or no reason, satisfied with the Property. If Buyer fails to so deliver notice to Seller terminating this Agreement then Buyer's rights under this Section 6 will be deemed to have been waived by Buyer. If Buyer does so deliver notice to Seller terminating this Agreement, this Agreement will terminate and the Parties will have no further rights or obligations hereunder, except for those that expressly survive such termination.

7. **TITLE INSURANCE.** Within five days after the Effective Date, Seller will obtain and deliver to Buyer a title commitment issued by the Title Company ("**Title Commitment**"), together with copies of all underlying title documents listed in the Title Commitment ("**Underlying Title Documents**"), subject only to those matters described in EXHIBIT B, attached hereto and made a part hereof ("**Permitted Exceptions**"). If the Title Commitment discloses exceptions to title, which are not acceptable to Buyer ("**Unpermitted Exceptions**"), Buyer will have five days from the date of delivery of the Title Commitment and the Underlying Title Documents to object to the Unpermitted Exceptions by providing Seller with an objection letter listing the Unpermitted Exceptions, which are not acceptable to Buyer. Seller will have five days after receipt of an objection letter from Buyer to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, as evidence by Buyer's receipt of a proforma title policy ("**Proforma Title Policy**") reflecting the Title Company's commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Proforma Title Policy insuring the Unpermitted Exceptions within the specified time, Buyer may elect by giving written notice to Seller within five days thereafter (but in no event later than the expiration of the Due Diligence Period) to either (i) terminate this Agreement and this Agreement will become null and void without further action of the parties, or (ii) upon written notice to Seller, take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. The Proforma Title Policy will be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. If Buyer fails to terminate this Agreement within the time limit specified above, Buyer shall be deemed to have waived any objection specified in Buyer's title objection letter, and such objection shall thereafter constitute a Permitted Exception under this Agreement.

8. **SUBDIVISION.** Seller has prepared a draft plat of subdivision, a copy of which is attached to this Agreement as EXHIBIT C, of the City Parcel creating (i) a separate lot for the Park, (ii) dedicating the existing rights-of-way, including public parking and sidewalks on the City Parcel along Warren Avenue, Forestview Drive and River Road, to the Seller for public right-of-way use; (iii) creating a separate lot, to be retained by Seller, for the lift station located in the southwest corner of the Property on Forestview Drive; and (iv) dedicating easements to Seller sufficient to allow the installation, maintenance, repair, replacement and abandonment in place of the existing storm sewer that runs east from the lift station to the West Branch of the DuPage River and other exiting public utilities (the "**Plat of Subdivision**"). Seller, at its sole cost and expense, will file an application in accordance with the City Subdivision Control Ordinance for combined preliminary and final review and approval by the Warrenville Plan Commission and the Warrenville City Council of the Plat of Subdivision. The Plat of Subdivision will be recorded prior to or at Closing.

9. **DEED.** At Closing, Seller will convey fee simple title to the Property to Buyer by a recordable Special Warranty Deed ("**Deed**") subject only to the Permitted Exceptions.

10. **CLOSING DOCUMENTS.** On the Closing Date, the obligations of Buyer and Seller will be as follows:

- A. Seller will deliver or cause to be delivered to the Title Company:
- i. the original executed and properly notarized Deed;
 - ii. the original executed and properly notarized Affidavit of Title;
 - iii. the original executed and properly notarized Bill of Sale;
 - iv. the original executed and properly notarized Non-Foreign Affidavit;
 - v. a counterpart of the Closing Statement; and
 - vi. such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, an ALTA statement, GAP Undertaking and such other documentation as is reasonably required by the Title Company to issue Buyer its owners title insurance policy in accordance with the Proforma Title Policy.
- B. Buyer will deliver or cause to be delivered to the Title Company:
- i. the balance of the Purchase Price, plus or minus prorations;
 - ii. counterpart of the Closing Statement; and
 - iii. such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.
- C. Seller will prepare the Closing documents, each of which will be in form reasonably approved by Buyer.

D. The Parties will jointly deposit fully executed Closing escrow instructions, State of Illinois, DuPage County, and City of Warrenville (if required) Transfer Declarations.

11. *Intentionally Omitted.*

12. **PRORATIONS/CLOSING COSTS.** At Closing, the following adjustments and prorations will be computed as of the Closing Date and the balance of the Purchase Price will be adjusted to reflect such prorations. All prorations will be based on a 366-day year, with Seller having the day prior to Closing.

A. **Real Estate Taxes.** Seller represents that the Property currently is exempt from real estate taxes and State, County, and City real estate transfer taxes because of the ownership of the Property by Seller and, therefore, no real estate taxes or real estate transfer taxes should be due or payable at the Closing.

B. **Closing Costs.** Seller will pay the costs charged by the Title Company for the title policy with extended coverage, half of the escrow costs and the costs of the Plat of Subdivision and the recording thereof. Buyer will pay the costs charged by the Title Company for any title

endorsements requested by Buyer, costs of recording the Deed, and half of the escrow costs. Buyer and Seller will each pay their respective attorney's fees. All other charges and fees customarily prorated and adjusted in similar transactions will be prorated as of Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, all water, sewer, gas and utility bills), the Parties will prorate on the best available information. Final readings and final billings for utilities will be taken as of the date of Closing except for a water bill which may be taken up to two days before the Closing Date.

13. **CONVEYANCE TAXES.** The Parties acknowledge that, as Buyer is a governmental entity, this transaction is exempt from any State and County real estate transfer tax pursuant to 35 ILCS 200/31-45(b). Seller will furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.

14. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** The covenants, representations and warranties contained in this Section will be deemed remade as of the Closing Date and will survive the Closing for a period of six months and will be deemed to have been relied upon by Buyer in consummating this transaction, notwithstanding any investigation Buyer may have made with respect thereto, or any information developed by or made available to Buyer prior to the Closing and consummation of this transaction. Seller covenants, represents and warrants to Buyer as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the Closing Date:

A. **Title Matters.** Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.

B. **Eminent Domain.** To the knowledge of Seller, there is no pending or contemplated eminent domain, condemnation or other governmental taking of the Property or any part thereof by a governmental agency.

E. **Authority of Signatories; No Breach of Other Agreements.** The execution, delivery of and performance under this Agreement by Seller is pursuant to authority validly and duly conferred upon Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are bound; and will not and does not, to the knowledge of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Property are subject or bound.

F. **Section 1445 Withholding.** Seller represents that he/she/it/they is/are not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is/are, therefore, exempt from the withholding requirements of said Section. At Closing, Seller will furnish Buyer with a Non-Foreign Affidavit as set forth in said Section 1445.

Seller hereby indemnifies and holds Buyer harmless against all losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees) and charges which Buyer may incur or to which Buyer may become subject as a direct or indirect consequence of breach of the above

representations or warranties made hereunder, including all incidental and consequential damages which are incurred within five years of the Closing.

15. **CONDEMNATION OR CASUALTY PRIOR TO CLOSING**. In the event of a taking of all or any part of the Property by eminent domain proceedings prior to the Closing Date, Buyer may, at its option, terminate this Agreement by giving written notice to Seller within 10 days after Seller gives Buyer written notice of the taking or by the Closing Date, whichever is earlier, in which event all rights and obligations of the applicable parties hereunder will expire (except for those which expressly survive any termination), and this Agreement will become null and void. If the Agreement is not terminated pursuant to this Section 15, this Agreement will remain in full force and effect and the Purchase Price will not be reduced, but at Closing, Seller will assign to Buyer all rights of Seller in and to any awards or other proceeds payable by reason of any taking.

16. **DEFAULT AND CONDITIONS PRECEDENT TO CLOSING**.

A. It is a condition precedent to Closing that:

- i. fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions, as required hereunder;
- ii. the covenants, representations and warranties of Seller contained in Section 14 hereof and elsewhere in this Agreement are true and accurate on the Closing Date in all material respects, or waived by Buyer in writing on the Closing Date;
- iii. Seller has performed under the Agreement and otherwise has performed all of its covenants and obligations and fulfilled all of the conditions required of it under the Agreement in order to close on the Closing Date;
- iv. the Plat of Subdivision is approved in accordance with Section 8 above and recorded or in recordable form;
- v. The OSLAD Grant IGA is approved by the corporate authorities of both Parties and fully executed, in substantially the form attached to this Agreement as **EXHIBIT D**;
- vi. The Park District has reimbursed the City for the Phase II Local Match as required and defined in the OSLAD Grant IGA;
- vii. The Cerny Park IGA is approved by the corporate authorities of both Parties and fully executed is approved by the corporate authorities of both Parties and fully executed, in substantially the form attached to this Agreement as **EXHIBIT E**; and
- viii. The passage of the requisite ordinances under the Illinois Local Government Property Transfer Act (50 ILCS 605/1 *et seq.*) by each of the corporate authorities of the Seller and the Buyer.

B. In the event of a default by Seller under this Agreement, Buyer may, at its option, terminate this Agreement.

C. In the event of a default by Buyer, Seller may, at its option, either terminate this Agreement or elect to proceed to Closing notwithstanding such breach or nonperformance.

D. Notwithstanding the foregoing, the Parties agree that no default of or by either Party will be deemed to have occurred unless and until notice of any failure by the non-defaulting Party has been sent to the defaulting Party and the defaulting Party has been given a period of ten business days from receipt of the notice to cure the default.

E. Notwithstanding the foregoing, neither Seller nor Buyer will be entitled to recover from the other consequential, exemplary, punitive or special damages.

17. **BINDING EFFECT**. This Agreement will inure to the benefit of and will be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, agents, administrators, executors and/or successors in interest of any kind whatsoever of the parties hereto.

18. **BROKERAGE**. Each Party represents and warrants to the other that that no real estate broker or agent induced or was involved in negotiating the transaction contemplated herein. Seller will indemnify, defend and hold Buyer harmless from any claims for fees or commissions made upon Buyer by any broker representing Seller. Buyer will indemnify, defend and hold Seller harmless from any claims for fees or commissions made upon Seller by any broker representing Buyer. Each Party's indemnity obligations will include all damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. This provision will survive the Closing.

19. **NOTICES**. Except as otherwise specified herein, any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by email. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Email notices will be deemed received by the addressee upon explicit or implicit acknowledgment of receipt by the addressee. By notice complying with the requirements of this Section, each Party will have the right to change its address or its addressee, or both, for all future notices to the other Party, but no notice of a change of addressee or address will be effective until actually received.

Notices to Seller will be addressed to, and delivered at, the following address:

City of Warrenville
3S258 Manning Avenue
Warrenville, Illinois 60555
Attention: Cristina White, City Administrator
Email: cwhite@warrenville.il.us

With a copy to:

Elrod Friedman LLP
325 North LaSalle Street, Suite 450
Chicago, Illinois 60654

Attention: Brooke Lenneman and Lisa Starcevich
E-Mail: brooke.lenneman@elrodfriedman.com
lisa.starcevich@elrodfriedman.com

Notices to Buyer will be addressed to, and delivered at, the following address:

Warrenville Park District
3S260 Warren Avenue
Warrenville, Illinois 60555
Attention: Tim Reinbold, Executive Director
Email: timr@warrenvilleparks.org

With a copy to:

Law Office of Thomas G. Hoffman
27 N. Wacker Drive, #410
Chicago, Illinois 60606
E-mail: parklaw7@gmail.com

20. **RIGHT OF WAIVER.** Both Buyer and Seller may, at any time and from time to time, waive each and any condition of the Closing, without waiver of any other condition or other prejudice of its rights hereunder. Such waiver by a Party will, unless otherwise herein provided, be in a writing signed by the waiving Party and delivered to the other Party.

21. **ASSIGNMENT.** Buyer shall not, without the prior written consent of Seller, assign any of Buyer's rights hereunder or any part thereof to any person, firm, partnership, corporation or other entity, without the prior written approval of Seller. Any permitted assignee shall assume all of the duties, obligations and liabilities of assignor under this Agreement. In the event of any such permitted assignment, assignor shall not be relieved of its duties and obligations hereunder. The assignor and the assignee shall be jointly and severally liable.

22. **MISCELLANEOUS.**

A. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

B. **Calendar Days; Calculation of Time Periods.** Unless otherwise specified in this Agreement, references to days in this Agreement are to calendar days. Unless otherwise specified in this Agreement, in computing any period of time under this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period will run until the end of the next day which is not a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central prevailing time.

C. **Rights Cumulative.** Unless otherwise provided in this Agreement, all rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

D. **Non-Waiver**. No waiver of any provision of this Agreement, and no delay in exercising or failure to exercise any right or authority set forth in this Agreement, will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

E. **Consents**. Unless otherwise provided in this Agreement, all required permissions, authorizations, approvals, acknowledgments, or similar indications of assent of any Party must be in writing.

F. **Governing Laws**. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

G. **Venue**. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Illinois circuit court for DuPage County, Illinois, or, where applicable, in the federal court for the Northern District of Illinois.

H. **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Seller will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated; or (ii) the entire Agreement is invalid, void, and unenforceable.

I. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties, and supersede any and all previous or contemporaneous oral or written agreements and negotiations between the parties, with respect to the conveyance of the Property.

J. **Interpretation**. This Agreement will be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting Party will not be applicable to this Agreement.

K. **Exhibits**. Exhibits A through E attached to this Agreement are incorporated in and made a part of this Agreement.

L. **Amendments and Modifications**. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed by all Parties.

M. **Counterpart Execution**. This Agreement may be executed in counterparts, each of which is deemed to be an original but all of which will constitute one and the same instrument. Facsimile or electronic counterpart copies of this Agreement will be considered for all purposes, including delivery, as originals.

N. **Real Estate Procedures Act of 1974**. The Parties hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Procedures Act of 1974. In the event that either Party will fail to make appropriate disclosures when asked, such failure will be considered a breach on the part of said Party.

O. **Authority to Sign.** The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.

P. **Grammatical Usage and Construction.** In construing this Agreement, plural terms are to be substituted for singular and singular for plural, in any place in which the context requires.

Q. **Headings.** The headings, titles, and captions in this Agreement are used only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement or any of the substantive provisions of this Agreement.

R. **Prevailing Party.** In the event of a judicial proceeding brought by one Party against the other Party on account of the negotiation, execution, performance, or breach of, or default under, this Agreement, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

S. **AS IS.** Except as specifically set forth herein, Seller makes no representations or warranties, express or implied, regarding the condition of the Property. Buyer acknowledges and agrees that it will be purchasing the Property based solely upon its inspection and investigations of the Property and that Buyer will be purchasing the Property "AS IS" and "WITH ALL FAULTS" based upon the condition of the Property as of the Effective Date of this Agreement, subject to reasonable wear and tear and, subject to the provisions of Section 15 above, loss by casualty or condemnation from the date of this Agreement until the Closing Date.

23. **EFFECTIVE DATE.** This Agreement will be deemed dated and become effective on the date that is the later to occur of (a) the date that the authorized signatory of Seller signs this Agreement, and (b) the date that the authorized signatory of Buyer signs this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below their respective signatures.

SELLER:

CITY OF WARRENVILLE, an Illinois home-rule municipal corporation

By: _____
David Brummel, Mayor

Date Seller executed: _____

BUYER:

WARRENVILLE PARK DISTRICT, an Illinois Park District

By: _____

Name: _____

Title: _____

Date Buyer executed: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PARK (FUTURE LOT 1)

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 IN BLOCK 1 IN PLEASANT VIEW WOODED ESTATES, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTH 89 DEGREES 46 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 44.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 22 MINUTES 19 SECONDS EAST, 33.00 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 29 SECONDS WEST, 35.00 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 19 SECONDS EAST, 354.50 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 29 SECONDS EAST, 765.79 FEET TO THE WESTERLY LINE OF RIVER ROAD; THENCE SOUTH 21 DEGREES 30 MINUTES 47 SECONDS WEST ALONG SAID WESTERLY LINE, 270.33 FEET; THENCE SOUTH 41 DEGREES 44 MINUTES 15 SECONDS WEST, 181.10 FEET TO THE NORTHEAST CORNER OF LOT 1 IN PLEASANT VIEW WOODED ESTATES ; THENCE NORTH 89 DEGREES 47 MINUTES 24 SECONDS WEST ALONG THE NORTH LINE OF SAID PLEASANT WOODED ESTATES, 513.60 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF THE CITY PARCEL (FUTURE LOT 2)

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 IN BLOCK 1 IN PLEASANT VIEW WOODED ESTATES, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH 00 DEGREES 22 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF WARREN AVENUE PER DOCUMENT R1950-585394, A DISTANCE OF 33.00 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 29 SECONDS EAST, 44.00 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 19 SECONDS WEST, 33.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE NORTH 89 DEGREES 46 MINUTES 29 SECONDS WEST ALONG SAID NORTH LINE, 44.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF THE ROADWAY DEDICATION

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 IN BLOCK 1 IN PLEASANT VIEW WOODED ESTATES, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH 00 DEGREES 22 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF WARREN AVENUE PER DOCUMENT R1950-585394, A DISTANCE OF 33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 22 MINUTES 19 SECONDS EAST, 396.50 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 29 SECONDS EAST, 778.27 FEET TO A POINT ON THE WESTERLY LINE OF RIVER ROAD; THENCE SOUTH 21 DEGREES 30 MINUTES 47 SECONDS WEST ALONG SAID WESTERLY LINE, 9.66 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 29 SECONDS WEST, 765.79 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 19 SECONDS WEST, 354.50; THENCE NORTH 89 DEGREES 46 MINUTES 29 SECONDS WEST, 9.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

PERMITTED EXCEPTIONS

1. 2024 real estate taxes and subsequent years, not due and payable for the Property.
2. Building lines and easements, if any.

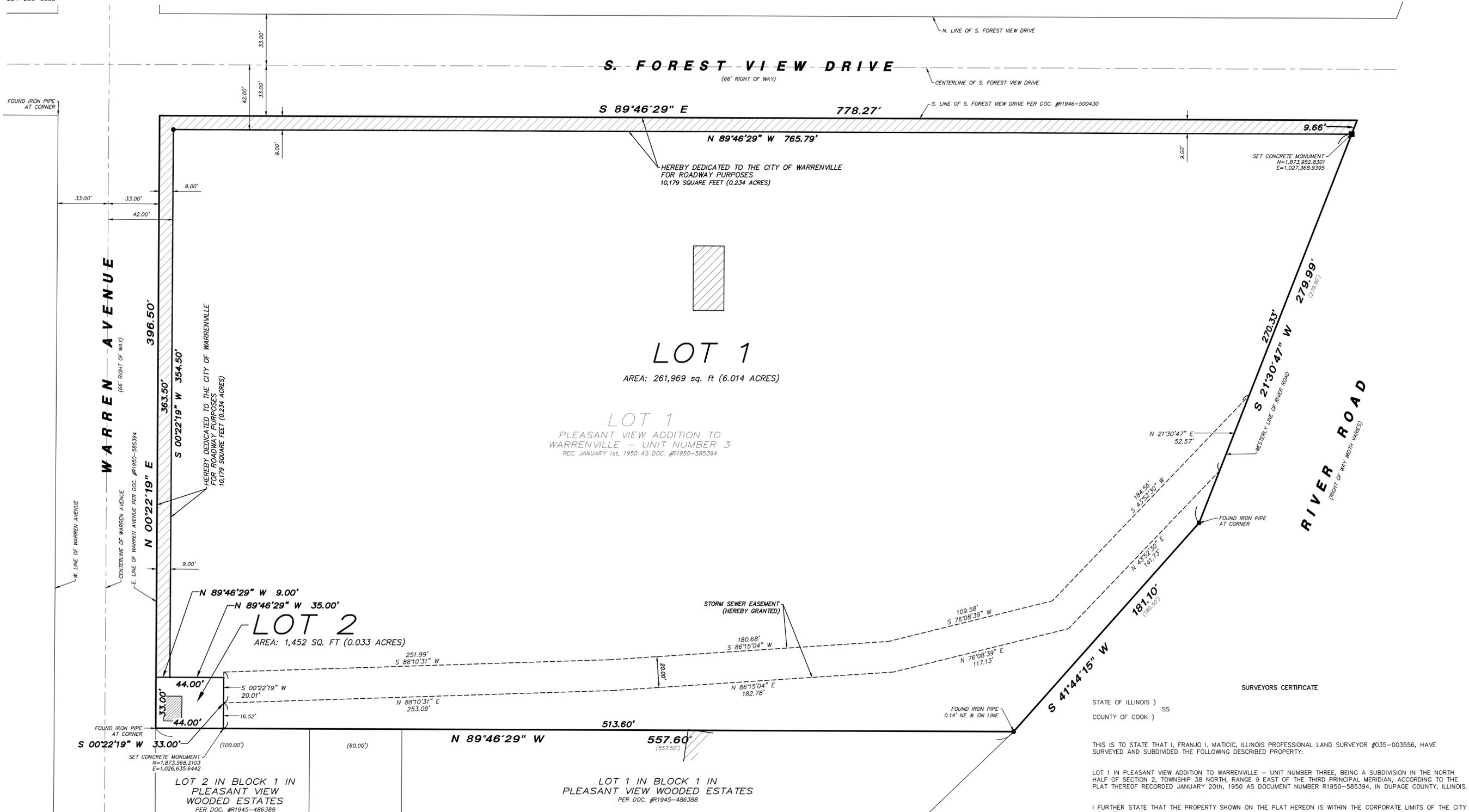
EXHIBIT C
PLAT OF SUBDIVISION

OWNER
CITY OF WARRENVILLE
35258 MANNING AVENUE
WARRENVILLE, ILLINOIS 60555

SUBDIVIDER
THE W-T GROUP, LLC
2675 PRATUM AVE
HOFFMAN EST. IL 60192
224-293-6333

PERMANENT INDEX NUMBER (P.I.N. #): 07-02-107-001

BEING A RESUBDIVISION OF LOT 1 IN PLEASANT VIEW ADDITION TO WARRENVILLE - UNIT NUMBER THREE, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



LOT 1

AREA: 261,969 sq. ft (6.014 ACRES)

LOT 1
PLEASANT VIEW ADDITION TO
WARRENVILLE - UNIT NUMBER 3
REC. JANUARY 1st, 1950 AS DOC. #R1950-585394

LOT 2

AREA: 1,452 SQ. FT (0.033 ACRES)

LOT 2 IN BLOCK 1 IN
PLEASANT VIEW
WOODED ESTATES
PER DOC. #R1945-486388

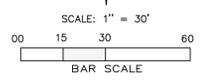
LOT 1 IN BLOCK 1 IN
PLEASANT VIEW WOODED ESTATES
PER DOC. #R1945-486388

PROPERTY AREA TABLE

LOT 1:	261,969 SQ. FT.	(6.014 ACRES)
LOT 2:	1,452 SQ. FT.	(0.033 ACRES)
ROADWAY DEDICATION:	10,179 SQ. FT.	(0.234 ACRES)
TOTAL AREA:	273,600 SQ. FT.	(6.281 ACRES)

LEGEND

- PROPERTY LINE
- CENTERLINE OF RIGHT OF WAY
- UNDERLYING PROPERTY LINES
- SET CONCRETE MONUMENT / SET IRON PIPE
- RECORD PROPERTY DIMENSIONS
- ROADWAY DEDICATION (HEREBY GRANTED)
- EASEMENT (HEREBY GRANTED)
- EXISTING EASEMENTS TO REMAIN



BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

THIS IS TO STATE THAT I, FRANJO I. MATICIC, ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003556, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOT 1 IN PLEASANT VIEW ADDITION TO WARRENVILLE - UNIT NUMBER THREE, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 20th, 1950 AS DOCUMENT NUMBER R1950-585394, IN DUPAGE COUNTY, ILLINOIS.

I FURTHER STATE THAT THE PROPERTY SHOWN ON THE PLAT HEREON IS WITHIN THE CORPORATE LIMITS OF THE CITY OF WARRENVILLE, ILLINOIS.

I FURTHER STATE THE PROPERTY IS LISTED AS FALLING WITHIN A HATCHED ZONE "X", DESCRIBED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD" PER F.E.M.A. PANEL NO.'S 17043C0141J DATED 8/1/2019.

I FURTHER STATE THAT THE DIMENSIONS SHOWN ON THIS PLAT ARE GIVEN IN FEET AND DECIMALS OF A FOOT, A THAT MONUMENTS WERE SET OR FOUND AT THE LOCATIONS INDICATED, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE ILLINOIS STATE STANDARDS FOR A SUBDIVISION SURVEY.

GIVEN UNDER OUR HAND AND SEAL THIS _____ DAY OF _____ A.D. _____ AT HOFFMAN ESTATES, ILLINOIS.

1/29/2025 PRELIMINARY FOR REVIEW

FRANJO I. MATICIC - PLS #035-003556 EXPIRES 11/30/2026
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

WT GROUP
Engineering with Precision, Pace and Passion.
2875 Pratum Avenue Hoffman Estates, IL 60192
T: 224-293-6333 F: 224-293-6444
wtegroup.com
License No: 184.007570-0015 Expires: 04/30/2027
© COPYRIGHT 2025 THE WT GROUP, LLC

WT Group
Engineering • Design • Consulting

CERNY PARK RESUBDIVISION
28W415 FORESTVIEW AVENUE
WARRENVILLE, ILLINOIS

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

ISSUE

TO	DATE
CLIENT	10/30/24
CLIENT	1/29/25

CHECK: FIM
DRAWN: MWO
JOB: S2400097

SUB-1
SHEET 1 OF 2
PLAT OF RESUBDIVISION

OWNER
CITY OF WARRENVILLE
35259 MANNING AVENUE
WARRENVILLE, ILLINOIS 60555

SUBDIVIDER
THE W-T GROUP, LLC
2675 PRATUM AVE
HOFFMAN EST, IL 60192
224-293-6333

CERNY PARK RESUBDIVISION

BEING A RESUBDIVISION OF LOT 1 IN PLEASANT VIEW ADDITION TO WARRENVILLE - UNIT NUMBER THREE, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER (P.I.N. #): 07-02-107-001

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT THE MEMBERS OF THE PLAN COMMISSION OF THE CITY OF WARRENVILLE, ILLINOIS HAVE REVIEWED AND APPROVED THIS PLAT.

DATED AT WARRENVILLE, DUPAGE COUNTY, ILLINOIS, DATED THIS _____ DAY OF _____, 20____.

CHAIRMAN

SECRETARY

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, _____, CITY ENGINEER OF THE CITY OF WARRENVILLE, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE PLAT, AND THE PLANS AND SPECIFICATIONS THEREFORE, MEET THE MINIMUM REQUIREMENTS OF SAID CITY AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED AT WARRENVILLE, DUPAGE COUNTY, ILLINOIS, DATED THIS _____ DAY OF _____, 20____.

CITY ENGINEER

REGISTRATION NUMBER

CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, _____, COLLECTOR FOR THE CITY OF WARRENVILLE, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPOINTED AGAINST THE TRACT, INCLUDED IN THE PLAT.

DATED AT WARRENVILLE, DUPAGE COUNTY, ILLINOIS, DATED THIS _____ DAY OF _____, 20____.

CITY COLLECTOR

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, HAS REVIEWED AND APPROVED THIS PLAT. DATED AT WARRENVILLE, DUPAGE COUNTY, ILLINOIS,

THIS _____ DAY OF _____, 20____.

MAYOR

ATTEST: _____
 CITY CLERK

CITY STORM SEWER EASEMENT PROVISIONS

A PERMANENT EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF WARRENVILLE, ILLINOIS, AND ITS SUCCESSORS AND ASSIGNS (COLLECTIVELY "GRANTED") IN, UPON, ACROSS, UNDER AND THROUGH THE AREAS LABELED "CITY GRANTED") IN, UPON, ACROSS, UNDER AND THROUGH THE AREAS LABELED "CITY) IN, UPON, ACROSS, UNDER AND THROUGH THE AREAS LABELED "CITY CITY STORM SEWER EASEMENT" ON THIS PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, ON THIS PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING AND MAINTAINING THE STORM SEWER AND APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREON FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OR ALL OF THE ABOVE WORK. ALL SUCH STORM SEWER LINES SHALL BE UNDERGROUND ONLY, WITH THE EXCEPTION OF FRAMES OR LIDS OF MANHOLES, CATCH BASINS, OR INLETS. OTHER UTILITIES MAY INSTALL THEIR FACILITIES ACROSS THE CITY EASEMENT AREA, PERPENDICULAR, BUT NOT PARALLEL TO THE CITY'S UNDERGROUND STORM SEWER. NO PERMANENT BUILDINGS, ACCESSORY STRUCTURES, FENCES, TREES, OR ANY OTHER STRUCTURE THAT WOULD IMPEDE ACCESS TO THE STORM SEWER OR FUNCTION OF THE DRAINAGE SHALL BE PLACED ON THE EASEMENT BUT THE PREMISES MAY BE USED FOR PAVED AREAS, DRIVEWAYS, AND SIDEWALKS. TREES WITHIN THE EASEMENT SHALL BE PLANTED A MINIMUM OF FIVE FEET (5') FROM THE CENTERLINE OF TREE TO CENTERLINE OF CITY STORM SEWER PIPE. THE CITY OF WARRENVILLE RESTORATION OBLIGATIONS SHALL BE LIMITED TO TOPSOIL AND SEED FOR TURF GRASS. THE OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF ALL PAVEMENT, SIDEWALK, CURB, AND ANY OTHER HARD SURFACE. THE OWNER SHALL ALSO BE RESPONSIBLE FOR THE REPLACEMENT OBLIGATIONS WITH RESPECT TO ANY LANDSCAPING, OTHER THAN TURF GRASS.

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT. GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, DUPAGE COUNTY, ILLINOIS,

THIS _____ DAY OF _____, 20____.

COUNTY CLERK

COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE ____ DAY OF _____, A.D., 20____ AT _____ O'CLOCK ____M. AS DOCUMENT NUMBER _____

COUNTY RECORDER

COUNTY HEALTH DEPARTMENT CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, _____, DO HEREBY CERTIFY THAT THE SUBDIVISION SHOWN ON THIS PLAT COMPLIES WITH ALL WATER AND SANITARY SEWAGE REQUIREMENTS OF THE DUPAGE COUNTY HEALTH DEPARTMENT.

DATED AT WHEATON, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20____.

NAME & TITLE

COUNTY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, _____, COUNTY ENGINEER OF SAID COUNTY, DO HEREBY CERTIFY THAT THE PLAT HAS BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE HIGHWAY REQUIREMENTS AS SET FORTH IN A REGULATION GOVERNING PLATS OF SUBDIVISION LANDS ADOPTED BY THE COUNTY BOARD OF DUPAGE COUNTY, ILLINOIS.

DATED AT WHEATON, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20____.

COUNTY ENGINEER

CITY CLERK CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, _____, CITY CLERK OF THE CITY OF WARRENVILLE, ILLINOIS HEREBY CERTIFY THAT THE PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON _____, 20____, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE ____ 20____, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID CITY. IN WITNESS WHEREOF,

I HAVE HERETO SET MY HAND AND SEAL OF THE CITY OF WARRENVILLE, ILLINOIS, THIS _____ DAY OF _____, 2022.

CITY CLERK

OWNER'S SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT OWNER OF THE LAND HEREIN DESCRIBED OR DULY AUTHORIZED ATTORNEY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT, IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, 20____.

NAME & TITLE (IF ANY)

ADDRESS

NOTARY CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, _____, A NOTARY PUBLIC IN AND FOR THE RESIDING IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/THEY SIGNED AND DELIVERED THE PLAT AS HIS/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SCHOOL DISTRICT BOUNDARY STATEMENT

THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS: THAT THE CITY OF WARRENVILLE IS THE OWNER OF THE PROPERTY LEGALLY DESCRIBED ON A PROPOSED PLAT OF SUBDIVISION SUBMITTED TO THE CITY FOR APPROVAL, WHICH LEGAL DESCRIPTION IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN; AND TO THE BEST OF THE OWNER'S KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH EACH TRACT, PARCEL, LOT OR BLOCK OF S KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH EACH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS: COMMUNITY UNIT SCHOOL DISTRICT 200 130 WEST PARK AVENUE, WHEATON, IL 60189 DATED

THIS _____ DAY OF _____, 20____.

OWNER

ENGINEER'S SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, A REGISTERED PROFESSIONAL ENGINEER, CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISIONS HAVE BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, 20____.

NAME

ADDRESS

REGISTRATION NUMBER

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

WT GROUP
Engineering with Precision, Pace and Passion.
2015 Pratum Avenue | Hoffman Estates, IL 60192
T: 224.293.6333 | F: 224.293.6444
wtengineering.com
IL License No: 184.0079700015 Expires: 04-30-2027
© COPYRIGHT 2025 THE WT GROUP, LLC

WT Group
Engineering • Design • Consulting

CERNY PARK RESUBDIVISION
28W415 FORESTVIEW AVENUE
WARRENVILLE, ILLINOIS

ISSUE

TO	DATE
CLIENT	10/30/24
CLIENT	1/29/25

CHECK: FIM
DRAWN: MWO
JOB: S2400907

SUB-2
SHEET 2 OF 2
PLAT OF RESUBDIVISION

EXHIBIT D
OSLAD GRANT IGA

**GRANT COST-SHARING AGREEMENT
BY AND BETWEEN
THE CITY OF WARRENVILLE AND THE WARRENVILLE PARK DISTRICT**

This **GRANT COST-SHARING AGREEMENT** (“**Agreement**”) is dated as of _____, 2025 (“**Effective Date**”), and is by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (“**City**”), and the **WARRENVILLE PARK DISTRICT**, an Illinois Park District (“**Park District**”).

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Park District mutually agree as follows:

SECTION 1. RECITALS.

A. The City and the Park District are units of local government within the meaning of Section 10, Article VII, of the Illinois Constitution, 1970.

B. The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities or undertakings.

C. The City is the owner of the property commonly known as Cerny Park in the City and legally described and depicted in **Exhibit A**, attached to and made a part of this Agreement (“**Cerny Park Property**”).

D. The City and the Park District have entered into that certain purchase and sale agreement (“**PSA**”) pursuant to which the City will transfer Cerny Park Property to the Park District.

E. The City and the Park District have collaborated on the design and planning of certain improvements to the Cerny Park Property, including replacement of the playground, renovation of the main shelter, color coating and striping the existing basketball court, replacement of the sand volleyball court with two new pickleball courts, and renovation of one of the park’s small shelters (“**Phase I Improvements**”).

F. The Park District, in anticipation of its future ownership of the Cerny Park Property, has identified additional improvements, including a splash pad and related facilities, that it desires to be made to the Cerny Park Property (“**Phase II Improvements**”) (collectively, the Phase I Improvements and the Phase II Improvements are the “**Improvements**”).

G. The City applied for and has been approved for an Open Space Land Acquisition and Development Grant (“**OSLAD Grant**”) for the Phase I Improvements, which are anticipated to be completed by November 1, 2025 (“**Phase I OSLAD Grant**”).

H. In order to take advantage of OSLAD grant funds available in 2025, the Park District has requested that the City apply for another OSLAD Grant for the Phase II Improvements and construct the Phase II Improvements before the transfer of the Cerny Park Property to the

Park District ("**Phase II OSLAD Grant**") (collectively, the Phase I OSLAD Grant and Phase II OSLAD Grant are the "**OSLAD Grants**").

I. The City and the Park District desire to enter into this Agreement to set forth their respective rights and obligations regarding the OSLAD Grants and the construction and cost of the Improvements.

SECTION 2. OSLAD GRANT APPLICATIONS AND ADMINISTRATION.

A. Phase I OSLAD Grant. The City has been awarded the Phase I OSLAD Grant. The City will administer the Phase I OSLAD Grant and coordinate and manage the construction of the Phase I Improvements at its sole cost.

B. Phase II OSLAD Grant. The Parties understand and agree that the City (i) will be listed as the applicant for the Phase II OSLAD Grant; and (ii) will remain in ownership of the Cerny Park Property until the Phase II Improvements are completed in order to remain eligible for the grant funds. If awarded, the City will administer the Phase II OSLAD Grant and coordinate and manage the construction of the Phase II Improvements, subject to the cost sharing provisions set forth in Section 3 of this Agreement.

SECTION 3. LOCAL MATCH COST SHARING. OSLAD Grant terms require the applicant to pay a local match. The Parties will share the cost of the local matches as follows:

A. Phase I OSLAD Grant. The City will pay and be solely responsible for the Phase I OSLAD Grant local match, which is anticipated to be approximately \$600,000.

B. Phase II OSLAD Grant. As the applicant and administrator for the Phase II OSLAD Grant, the City will pay the local match, which is anticipated to be 50 percent of the cost of the Phase II Improvements (approximately \$600,000) ("**Phase II Local Match**"). The Park District will reimburse the City for all actual costs (not in excess of (\$600,000) paid by the City for the Phase II Local Match as follows: as the City incurs costs for the Phase II Improvements applicable to the Phase II Local Match, the City will submit invoices to the Park District for reimbursement and the Park District will pay each invoices within 60 days of receipt.

SECTION 4. CONSTRUCTION OF IMPROVEMENTS.

A. Phase I Improvements. The City will coordinate and manage the construction of the Phase I Improvements, which are anticipated to be completed by November 1, 2025.

B. Phase II Improvements. The City will coordinate and manage the construction of the Phase II Improvements, but only if the Phase II OSLAD Grant is awarded and only if the City has appropriated sufficient funds to pay the Phase II Local Match. If the Phase II OSLAD Grant to provide 50 percent of the cost of the Phase II Improvements is not awarded to the City in 2025, the City will have no further obligation to apply for funding for or construct the Phase II Improvements. If the Phase II OSLAD Grant is awarded to the City in 2025, the Phase II Improvements are anticipated to be completed by November 1, 2026.

SECTION 5. TERM; TERMINATION.

A. Term. This Agreement is for a term commencing on the Effective Date of this Agreement and ending upon the first to occur of: (a) the City receives official notification that it

was not awarded the Phase II OSLAD Grant; or (b) the Improvements have been completed and the Park District has reimbursed the City for the Phase II Local Match.

B. Termination.

1. By the City. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time for any reason upon 15 days prior written notice to the Park District. If this Agreement is terminated pursuant to this provision, the City shall have no obligation to construct the Phase II Improvements and the Park District will have no obligation to reimburse the City for the Phase II Local Match.

2. By the Park District. The Parties acknowledge and agree that but for the PSA and the transfer of the Cerny Park Property to the District, the City would not apply for the Phase II OSLAD Grant nor would it construct the Phase II Improvements. The Park District may terminate this agreement at any time for any reason upon 15 days prior written notice to the City; provided, however, that upon the City's execution of the OSLAD grant documents necessary to apply for and receive the Phase II OSLAD Grant, which obligate the City to complete the Phase II Improvements, the Park District may not terminate this Agreement.

SECTION 5. REPRESENTATIONS.

A. By the City. The City hereby represents and warrants that: (1) the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of the City; (2) it has full power and authority to execute and deliver this Agreement and to perform all of its obligations imposed pursuant to this Agreement; and (3) this Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms.

B. By the Park District. The Park District hereby represents and warrants that: (1) the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of the Park District; (2) it has full power and authority to execute and deliver this Agreement and to perform all of its obligations imposed pursuant to this Agreement; and (3) this Agreement constitutes a legal, valid and binding obligation of the Park District enforceable in accordance with its terms.

SECTION 6. GENERAL PROVISIONS.

A. Enforcement. If either the City or the Park District fails to meet any of its respective or mutual obligations as expressed in this Agreement, then the aggrieved party may, in law or in equity, by suit, action, or any other proceeding including without limitation specific performance, enforce or compel the performance of this Agreement. In the event of a judicial proceeding brought by either the City or the Park District against the other party for enforcement or for breach of any provision of this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorney's fees, incurred in connection with such judicial proceeding. Notwithstanding the foregoing, the Park District agrees that it will not bring an action against the City for damages.

B. Default. The Park District shall be in default hereunder in the event of a material breach by the Park District of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the Park District has failed to cure such breach within 30 days

after written notice of breach is given to the Park District by the City, setting forth the nature of such breach. Failure of the City to give written notice of breach to the Park District shall not be deemed to be a waiver of the City's right to assert such breach at a later time. Upon default by the Park District, the City shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement.

C. Force Majeure. If a Party/ies is/are delayed, hindered, or prevented from performing any act required under this Agreement because of (1) strikes, (2) lockouts, (3) inability to procure labor or materials, (4) failure of power, (5) restrictive laws, (6) riots, (7) insurrection, (8) war, (9) fire, (10) inclement weather, (11) pandemic, epidemic, or other health risk, (12) a federal, state, or local emergency or disaster declaration or quarantine, (13) or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the City (each, a "**Force Majeure Event**"): (a) performance of such act by such Party/ies will be excused for the period of delay caused by the Force Majeure Event; (b) the hindered Party/ies may postpone the performance of any act by Contractor for the period of delay caused by the Force Majeure Event; or (c) the hindered Party/ies may terminate this Agreement.

D. Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

E. Assignment. This Agreement may not be assigned by the City or by the Park District without the prior written consent of the other party.

F. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by e-mail. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Warrenville
3S258 Manning Avenue
Warrenville, Illinois 60555
Attention: Philip Kuchler
E-mail: pkuchler@warrenville.il.us

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 405

Chicago, Illinois 60650
Attention: Brooke Lenneman
E-mail: brooke.lenneman@elrodfriedman.com

Notices and communications to the Park District shall be addressed to, and delivered at, the following address:

Warrenville Park District
3S260 Warren Avenue
Warrenville, Illinois 60555
Attention: Tim Reinbold
Email: timr@warrenvilleparks.org

With a copy to:

Law Office of Thomas G. Hoffman
27 N. Wacker Drive, #410
Chicago, Illinois 60606
E-mail: parklaw7@gmail.com

G. Third Party Beneficiary. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than a Party shall be made or be valid against the other Party.

H. Governing Laws. This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Park District with respect to the OSLAD Grants and the Phase II Improvements.

J. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

L. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the Park District have executed this Agreement as of the Effective Date.

CITY OF WARRENVILLE, an Illinois home rule municipal corporation

ATTEST:

Julie Clark, City Clerk

By: _____
David Brummel, Mayor

WARRENVILLE PARK DISTRICT, an Illinois Park District

ATTEST:

By: _____
Its:Secretary

By: _____
Its:President

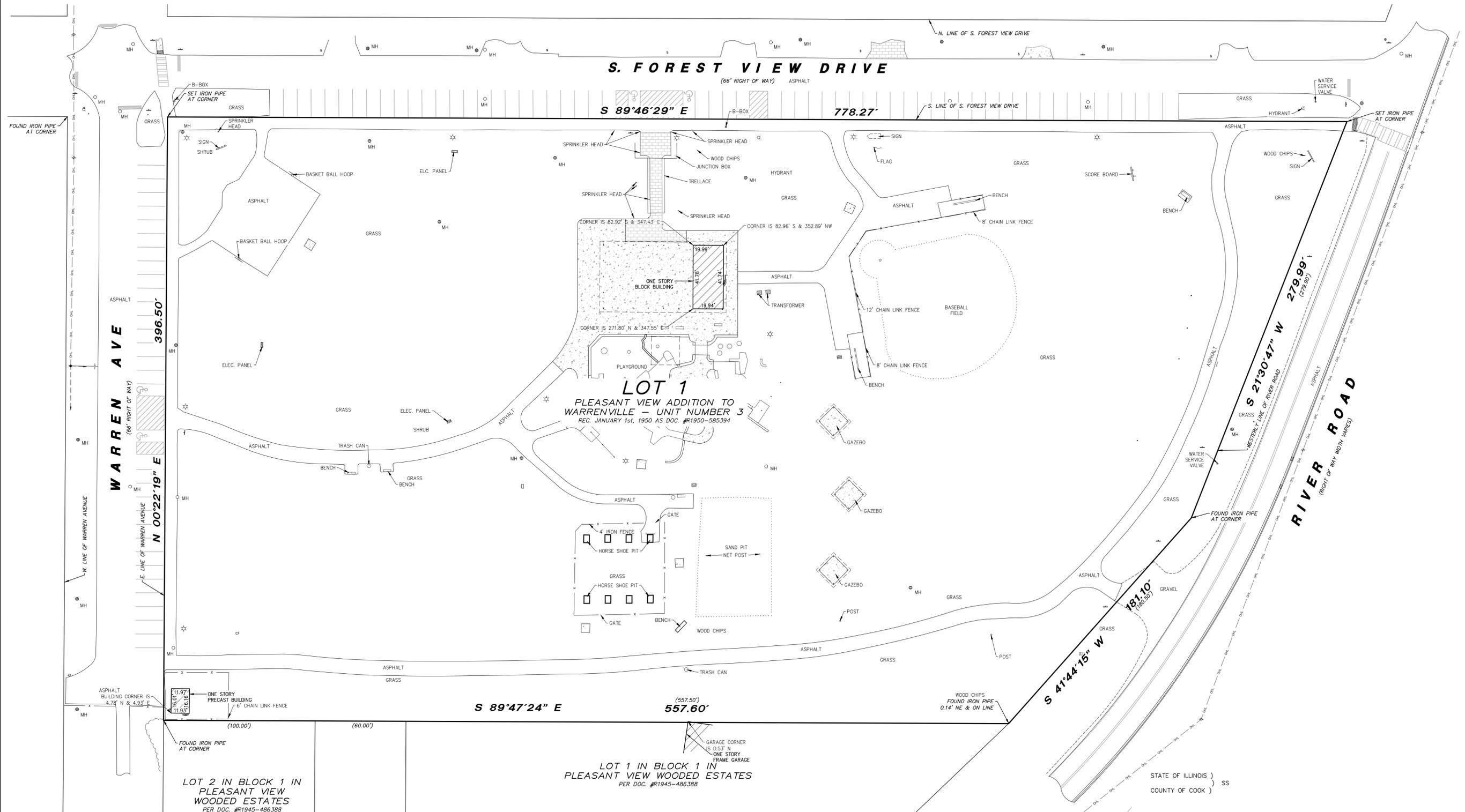
EXHIBIT A

Cerny Park Survey

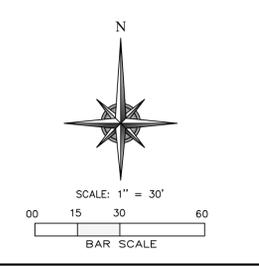
BOUNDARY & TOPOGRAPHIC SURVEY

Exhibit A

LOT 1 IN PLEASANT VIEW ADDITION TO WARRENVILLE - UNIT NUMBER THREE, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 20th, 1950 AS DOCUMENT NUMBER R1950-585394, IN DUPAGE COUNTY, ILLINOIS.



LEGEND			
—	PROPERTY LINE	⊕	SOIL BORING
- - -	CENTER LINE	⊕	TELEPHONE MANHOLE
- · - · -	EASEMENT LINE	⊕	HANDRAIL
- · - · -	BUILDING SETBACK	⊕	GUARDRAIL
- · - · -	SECTION LINE	⊕	GUY WIRE ANCHOR
⊕	RECORD DATA	⊕	CONTOUR LINE
⊕	TOP OF (CURB/MALL, ETC.)	⊕	EDGE GRAVEL/STONE
⊕	SPOT GRADE	⊕	FENCE LINE
⊕	BOTTOM OF (GRAVING, GUTTER/ETC.)	⊕	FLARED END SECTION
⊕	CONCRETE	⊕	STORM SEWER
⊕	EVERGREEN/DECIDUOUS	⊕	SANITARY SEWER
⊕	WITH SIZE IN NOTES	⊕	COMBO SEWER
⊕	SHRUB/SHRUB LINE	⊕	WATER SERVICE LINE
⊕	MONITOR WELL	⊕	WATER MAIN
⊕	GAS VALVE	⊕	OVERHEAD LINE
⊕	UTILITY MARKINGS	⊕	FIBER OPTIC LINE
⊕	(cable, elec, fiber)	⊕	GAS METER
⊕	(tel, water, gas)	⊕	GAS LINE
		⊕	U.G. TELCO LINE
		⊕	U.G. ELECTRIC LINE



- SURVEY NOTES:**
1. PERMANENT INDEX NUMBER (P.I.N. #): 07-02-107-001
 2. THE LOCATION OF UNDERGROUND UTILITIES WAS DETERMINED BY FIELD OBSERVATION AND VISIBLE MARKINGS ONLY. ALL UTILITY LINES SHOWN WERE MARKED BY THE CITY OF WARRENVILLE.
 3. PROPERTY AREA: 6.281 ACRES (273,607 SQUARE FEET)
 4. FIELD WORK COMPLETED ON JULY 19th, 2024
 5. SURVEY PREPARED FOR: HITCHCOCK DESIGN GROUP
 6. BUILDING TIES & DIMENSIONS SHOWN ARE MEASURED FROM THE OUTSIDE FACE OF THE BUILDING.
 7. BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.
 8. ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.

- SITE BENCHMARKS**
- SITE BENCHMARK #1 - CROSS CUT ON THE SOUTHEAST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF S. FOREST VIEW DRIVE & WARREN AVENUE. ELEVATION=691.78' (NAVD88)
- SITE BENCHMARK #2 - CROSS CUT ON THE NORTHWEST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED ON THE SOUTH SIDE OF S. FOREST VIEW DRIVE BETWEEN WARREN AVENUE & RIVER ROAD. ELEVATION=691.04' (NAVD88)
- SITE BENCHMARK #3 - CROSS CUT ON THE SOUTHWEST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF S. FOREST VIEW DRIVE & RIVER ROAD. ELEVATION=695.34' (NAVD88)

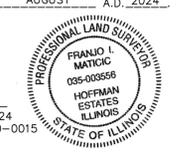
WE THE WT GROUP DO HEREBY DECLARE THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY AND TOPOGRAPHIC SURVEY.

GIVEN UNDER OUR HAND AND SEAL THIS 5TH DAY OF AUGUST A.D. 2024 AT HOFFMAN ESTATES, ILLINOIS.

THE WT GROUP, LLC

Franjo I. Matijic

FRANJO I. MATIJIC - PLS #035-003556 EXPIRES 11/30/2024
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015



WT GROUP
Engineering with Precision, Pace and Passion.
2875 Prichard Avenue Hoffman Estates, IL 60192
T: 224.293.6333 F: 224.293.6444
www.wtgroup.com
IL License No: 184.007570-0015 Expires: 04.30.2025
© COPYRIGHT 2024 THE WT GROUP, LLC

WT Group
Engineering • Design • Consulting

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

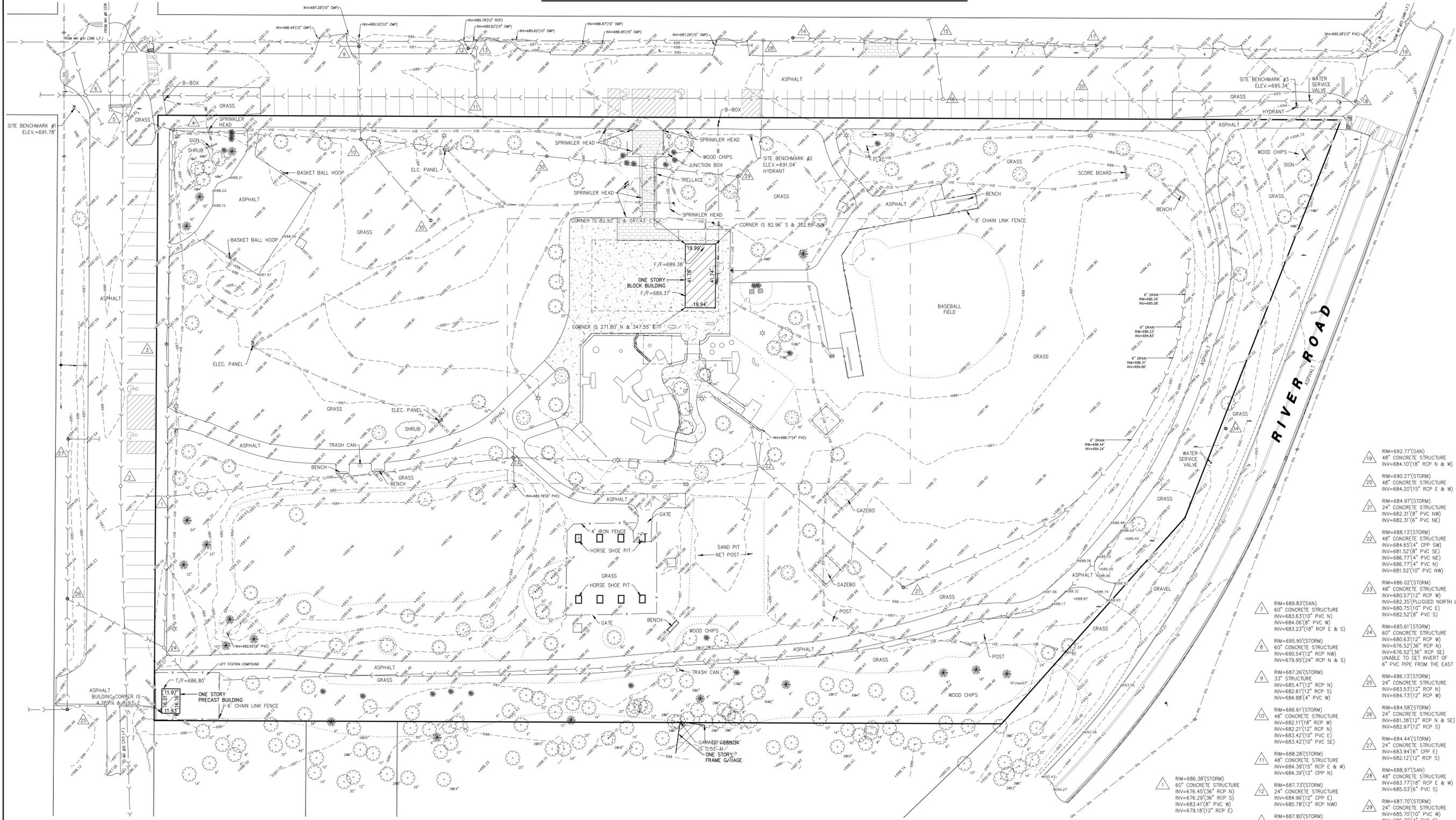
CERNY PARK
287415 FORESTVIEW AVENUE
WARRENVILLE, ILLINOIS

ISSUE

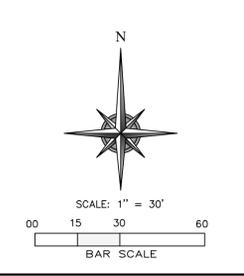
TO	DATE
CLIENT	8/5/24

CHECK-FIM
DRAWN:REM
JOB: C2400067
SUR-1
SHEET 1 OF 3
BOUNDARY & TOPOGRAPHIC SURVEY

BOUNDARY & TOPOGRAPHIC SURVEY



LEGEND					
—	PROPERTY LINE	⊕	UTILITY POLE	⊕	SOIL BORING
—	CENTER LINE	⊕	TYPICAL SIGN	⊕	GUARDRAIL
---	EASEMENT LINE	⊕	MAILBOX	⊕	OUT WIRE ANCHOR
---	BUILDING SETBACK	⊕	CLOSED MANHOLE	⊕	CONTOUR LINE
---	SECTION LINE	⊕	OPEN GRATE MANHOLE	⊕	EDGE GRAVEL/STONE
---	RECORD DATA	⊕	BEHVIC GRATE MANHOLE	⊕	FENCE LINE
---	SPOT GRADE	⊕	GUTTER FRAME MANHOLE	⊕	FLARED END SECTION
---	TOP OF CURB/RAIL, ETC.	⊕	VALVE VAULT	⊕	STORM SEWER
---	BOTTOM OF GROUND, OUTRIGGERS	⊕	FIRE HYDRANT	⊕	SANITARY SEWER
---	CONCRETE	⊕	POST LIGHT/GROUND LIGHT	⊕	COMBO SEWER
---	EVERGREEN/DECIDUOUS	⊕	AREA LIGHT/LIGHT POLE	⊕	WATER SERVICE LINE
---	SHRUB/SHRUB LINE	⊕	STREET LIGHT	⊕	WATER MAIN
---	MONITOR WELL	⊕	TRAFFIC SIGNAL	⊕	OVERHEAD LINE
---	GAS VALVE	⊕	MAST ARM SIGNAL	⊕	FIBER OPTIC LINE
---	UTILITY MARKINGS	⊕	HANDHOLE (electric/traffic)	⊕	GAS LINE
---	(cable, elec, fiber)	⊕	GAS METER	⊕	U.G. GAS LINE
---	(tel, water, gas)	⊕	ELECTRIC METER	⊕	U.G. TELE. LINE
---		⊕	PEDESTAL (tele, elec, cable)	⊕	



SURVEY NOTES:

- PERMANENT INDEX NUMBER (P.I.N. #): 07-02-107-001
- THE LOCATION OF UNDERGROUND UTILITIES WAS DETERMINED BY FIELD OBSERVATION AND VISIBLE MARKINGS ONLY. ALL UTILITY LINES SHOWN WERE MARKED BY THE CITY OF WARRERVILLE.
- PROPERTY AREA: 6.281 ACRES (273,607 SQUARE FEET)
- FIELD WORK COMPLETED ON JULY 19th, 2024
- SURVEY PREPARED FOR: HITCHCOCK DESIGN GROUP
- BUILDING TIES & DIMENSIONS SHOWN ARE MEASURED FROM THE OUTSIDE FACE OF THE BUILDING.
7. BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.
8. ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.

SITE BENCHMARKS

SITE BENCHMARK #1 - CROSS CUT ON THE SOUTHEAST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF S. FOREST VIEW DRIVE & WARREN AVENUE. ELEVATION=691.78' (NAVD88)

SITE BENCHMARK #2 - CROSS CUT ON THE NORTHWEST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED ON THE SOUTH SIDE OF S. FOREST VIEW DRIVE BETWEEN WARREN AVENUE & RIVER ROAD. ELEVATION=691.04' (NAVD88)

SITE BENCHMARK #3 - CROSS CUT ON THE SOUTHWEST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF S. FORREST VIEW DRIVE & RIVER ROAD. ELEVATION=695.34' (NAVD88)

1	RM=689.83'(SAN) 60" CONCRETE STRUCTURE INV=683.63(10" PVC N) INV=683.23(18" RCP E & S)	19	RM=692.77'(SAN) 48" CONCRETE STRUCTURE INV=684.10(18" RCP N & W)
2	RM=687.50'(SANITARY) 60" CONCRETE STRUCTURE INV=682.91(18" RCP N & S)	20	RM=690.27'(STORM) 48" CONCRETE STRUCTURE INV=684.20(15" RCP E & W)
3	RM=687.17'(STORM) 60" CONCRETE STRUCTURE INV=678.84(36" RCP N & S)	21	RM=684.97'(STORM) 24" CONCRETE STRUCTURE INV=682.31(8" PVC NW) INV=682.31(6" PVC NE)
4	RM=687.80'(STORM) 60" CONCRETE STRUCTURE INV=681.22(18" RCP E) INV=678.70(36" RCP S) INV=678.07(36" RCP W) WATER LEVEL @ 677.55'	22	RM=688.13'(STORM) 48" CONCRETE STRUCTURE INV=684.65(4" CPP SW) INV=681.52(8" PVC SE) INV=686.77(4" PVC NE) INV=686.77(4" PVC N) INV=681.52(10" PVC NW)
5	RM=689.34'(STORM) 60" CONCRETE STRUCTURE INV=678.74(24" RCP N) INV=678.03(36" RCP SE)	23	RM=686.02'(STORM) 48" CONCRETE STRUCTURE INV=680.57(12" RCP W) INV=682.35(PLUGGED NORTH LINE) INV=680.75(10" PVC E) INV=682.52(8" PVC S)
6	RM=689.68'(STORM) 48" CONCRETE STRUCTURE INV=684.88(12" RCP N) INV=687.97(12" RCP W) INV=684.88(15" RCP E)	24	RM=685.61'(STORM) 60" CONCRETE STRUCTURE INV=680.63(12" RCP W) INV=676.52(36" RCP N) INV=676.52(36" RCP SE) UNABLE TO GET INVERT OF 6" PVC PIPE FROM THE EAST
		25	RM=686.13'(STORM) 24" CONCRETE STRUCTURE INV=682.11(12" RCP W) INV=684.88(4" PVC W)
		26	RM=684.58'(STORM) 48" CONCRETE STRUCTURE INV=681.38(12" RCP N & SE) INV=682.97(12" RCP S)
		27	RM=684.44'(STORM) 24" CONCRETE STRUCTURE INV=683.94(8" CPP E) INV=682.12(12" RCP S)
		28	RM=688.97'(SAN) 48" CONCRETE STRUCTURE INV=683.77(18" RCP E & W) INV=685.03(6" PVC S)
		29	RM=687.70'(STORM) 24" CONCRETE STRUCTURE INV=685.70(10" PVC W) INV=686.79(4" PVC S)
		30	RM=687.37'(STORM) 24" CONCRETE STRUCTURE INV=685.07(10" PVC E & W)
		31	RM=694.88'(SAN) 48" CONCRETE STRUCTURE INV=689.04(8" PVC E & W)
		32	RM=691.55'(SAN) 48" CONCRETE STRUCTURE INV=682.85(18" RCP N & S)
		33	RM=693.20'(SAN) 48" CONCRETE STRUCTURE INV=684.66(18" RCP N & S)
		34	RM=690.47'(STORM) 48" CONCRETE STRUCTURE NO LINES FOUND, FULL OF DEBRIS DEBRIS AT 684.22'
		35	RM=686.16'(STORM) 48" CONCRETE STRUCTURE INV=684.29(10" PVC NW)

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

WT GROUP
 Engineering with Precision, Pace and Passion.
 2875 Prairie Avenue, Hickory Hills, IL 60192
 T: 224.293.0333 F: 224.293.6444
 www.wtgroup.com
 License No: 184.0075700015 Expires: 04.30.2025
 © COPYRIGHT 2024 THE WT GROUP, LLC

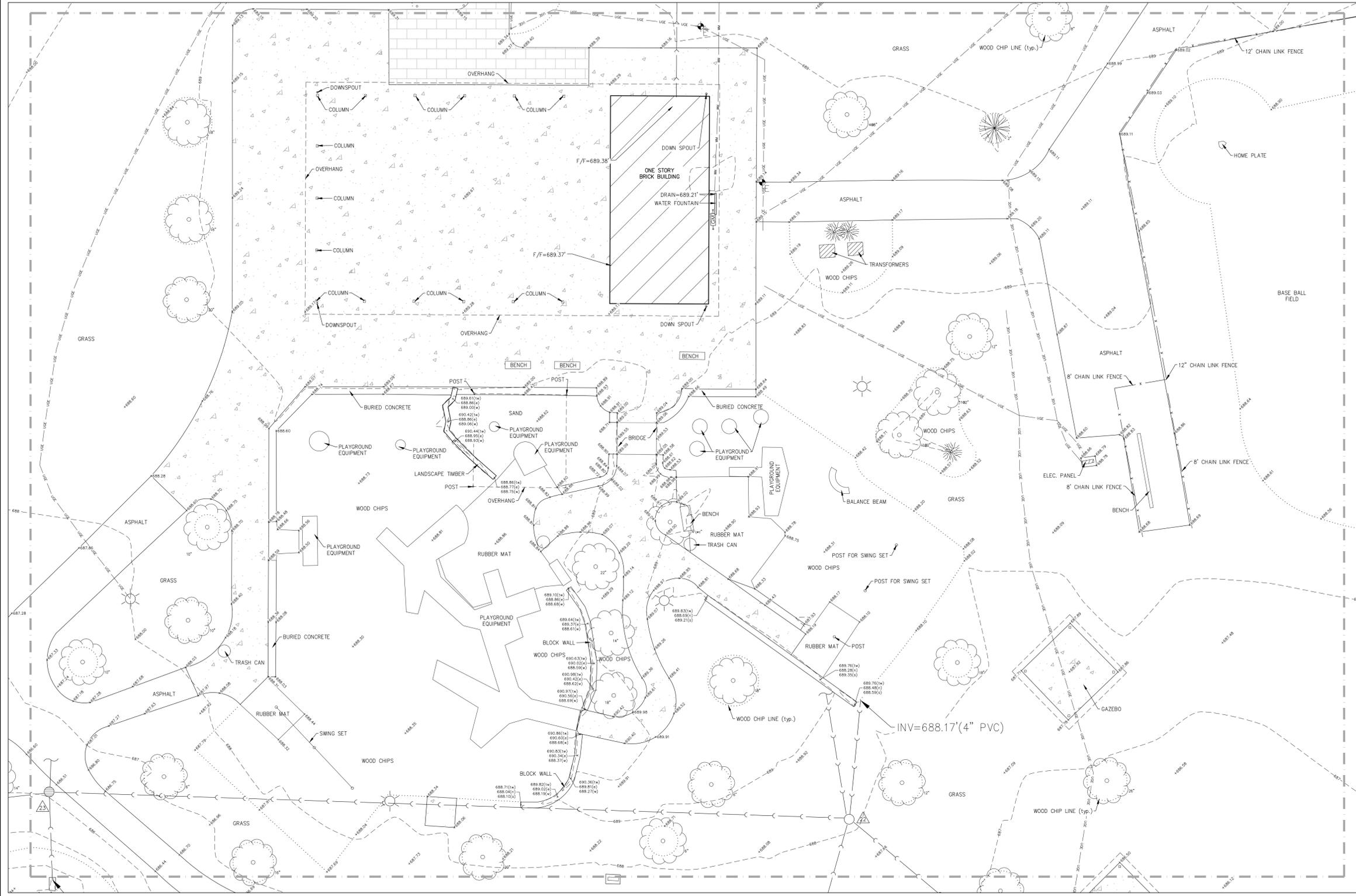
WT Group
 Engineering \ Design \ Consulting

CERNY PARK
 28W415 FORESTVIEW AVENUE
 WARRERVILLE, ILLINOIS

ISSUE
 TO CLIENT DATE 8/5/24

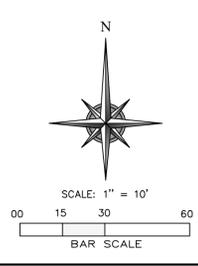
CHECK-FIM
 DRAWN:REM
 JOB: C2400067
SUR-2
 SHEET 2 OF 3
 BOUNDARY & TOPOGRAPHIC SURVEY

BOUNDARY & TOPOGRAPHIC SURVEY



- 1. RM=686.38'(STORM)
60" CONCRETE STRUCTURE
INV=676.45(36" RCP N)
INV=676.29(36" RCP S)
INV=683.41(8" PVC W)
INV=679.18(12" RCP E)
- 2. RM=687.50'(SANITARY)
60" CONCRETE STRUCTURE
INV=682.91(18" RCP N & S)
- 3. RM=687.17'(STORM)
60" CONCRETE STRUCTURE
INV=676.84(36" RCP N & S)
- 4. RM=687.80'(STORM)
60" CONCRETE STRUCTURE
INV=681.22(18" RCP E)
INV=676.70(36" RCP S)
INV=678.07(36" RCP W)
WATER LEVEL @ 677.55'
- 5. RM=689.34'(STORM)
60" CONCRETE STRUCTURE
INV=678.74(24" RCP N)
INV=678.03(36" RCP SE)
- 6. RM=689.88'(STORM)
48" CONCRETE STRUCTURE
INV=684.88(12" RCP N)
INV=687.97(12" RCP W)
INV=684.88(15" RCP E)
INV=685.29(12" RCP SE)
- 7. RM=689.83'(SAN)
60" CONCRETE STRUCTURE
INV=683.63(10" PVC N)
INV=684.06(8" PVC W)
INV=683.23(18" RCP E & S)
- 8. RM=695.95'(STORM)
60" CONCRETE STRUCTURE
INV=690.54(12" RCP NW)
INV=679.95(24" RCP N & S)
- 9. RM=687.26'(STORM)
33" STRUCTURE
INV=685.47(12" RCP N)
INV=682.61(12" RCP S)
INV=684.88(4" PVC W)
- 10. RM=686.61'(STORM)
48" CONCRETE STRUCTURE
INV=682.11(18" RCP W)
INV=682.21(12" RCP N)
INV=683.42(10" PVC E)
INV=683.42(10" PVC SE)
- 11. RM=688.28'(STORM)
48" CONCRETE STRUCTURE
INV=684.39(15" RCP E & W)
INV=684.39(12" RCP N)
- 12. RM=687.73'(STORM)
24" CONCRETE STRUCTURE
INV=684.96(12" CPP E)
INV=685.78(12" RCP N & W)
- 13. RM=687.80'(STORM)
24" CONCRETE STRUCTURE
INV=684.60(12" CPP S & W)
- 14. RM=689.69'(STORM)
24" CONCRETE STRUCTURE
INV=687.07(10" RCP E)
- 15. RM=690.29'(STORM)
24" CONCRETE STRUCTURE
INV=686.47(10" RCP E & W)
INV=688.70(12" CPP NW)
INV=686.47(12" RCP S)
- 16. RM=690.42'(STORM)
48" CONCRETE STRUCTURE
INV=684.27(15" RCP E & W)
INV=684.96(12" RCP N)
- 17. RM=689.80'(STORM)
24" CONCRETE STRUCTURE
INV=688.32(10" RCP W)
- 18. RM=693.09'(STORM)
48" CONCRETE STRUCTURE
INV=685.09(15" RCP W)
INV=690.42(12" PVC N)
- 19. RM=692.77'(SAN)
48" CONCRETE STRUCTURE
INV=684.10(18" RCP N & W)
- 20. RM=690.27'(STORM)
48" CONCRETE STRUCTURE
INV=684.20(15" RCP E & W)
- 21. RM=684.97'(STORM)
24" CONCRETE STRUCTURE
INV=682.31(8" PVC NW)
INV=682.31(6" PVC NE)
- 22. RM=688.13'(STORM)
48" CONCRETE STRUCTURE
INV=684.65(4" CPP SW)
INV=681.52(8" PVC SE)
INV=686.77(4" PVC NE)
INV=686.77(4" PVC N)
INV=681.52(10" PVC NW)
- 23. RM=686.02'(STORM)
48" CONCRETE STRUCTURE
INV=680.57(12" RCP W)
INV=682.35(PLUGGED NORTH LINE)
INV=680.75(10" PVC E)
INV=682.52(8" PVC S)
- 24. RM=685.61'(STORM)
60" CONCRETE STRUCTURE
INV=680.63(12" RCP W)
INV=676.52(36" RCP N)
INV=676.52(36" RCP SE)
UNABLE TO GET INVERT OF
6" PVC PIPE FROM THE EAST
- 25. RM=686.13'(STORM)
24" CONCRETE STRUCTURE
INV=683.53(12" RCP N)
INV=684.73(12" RCP W)
- 26. RM=684.58'(STORM)
24" CONCRETE STRUCTURE
INV=681.38(12" RCP N & SE)
INV=682.97(12" RCP S)
- 27. RM=684.44'(STORM)
24" CONCRETE STRUCTURE
INV=683.94(6" CPP E)
INV=682.12(12" RCP S)
- 28. RM=688.97'(SAN)
48" CONCRETE STRUCTURE
INV=683.77(18" RCP E & W)
INV=685.03(6" PVC S)
- 29. RM=687.70'(STORM)
24" CONCRETE STRUCTURE
INV=685.70(10" PVC W)
INV=686.79(4" PVC S)
- 30. RM=687.37'(STORM)
24" CONCRETE STRUCTURE
INV=685.07(10" PVC E & W)
- 31. RM=694.88'(SAN)
48" CONCRETE STRUCTURE

LEGEND					
—	PROPERTY LINE	⊕	UTILITY POLE	⊕	SOIL BORING
—	CENTER LINE	⊕	TYPICAL SIGN	⊕	MAILBOX
---	EASEMENT LINE	⊕	CLOSED MANHOLE	⊕	GUARDRAIL
---	BUILDING SETBACK	⊕	OPEN GRATE MANHOLE	⊕	GUY WIRE ANCHOR
---	SECTION LINE	⊕	BEEHIVE GRATE MANHOLE	⊕	7-73
---	RECORD DATA	⊕	GUTTER FRAME MANHOLE	⊕	EDGE GRAVEL/STONE
---	(XXX) TOP OF (CURB, WALL, ETC.)	⊕	VALVE VAULT	⊕	FENCE LINE
---	(XXX) SPOT GRADE	⊕	FIRE HYDRANT	⊕	FLARED END SECTION
---	(XXX) BOTTOM OF (GROUND, OUTRIGGER)	⊕	B-BOX / SERVICE VALVE	⊕	STORM SEWER
---	CONCRETE	⊕	POST LIGHT/GROUND LIGHT	⊕	SANITARY SEWER
---	EVERGREEN/DECIDUOUS	⊕	AREA LIGHT/POLE	⊕	COMBO SEWER
---	WITH SIZE IN NOTES	⊕	STREET LIGHT	⊕	WATER SERVICE LINE
---	SHRUB/SHRUB LINE	⊕	TRAFFIC SIGNAL	⊕	WATER MAIN
---	MONITOR WELL	⊕	HANDHOLE (electric/traffic)	⊕	OVERHEAD LINE
---	GAS VALVE	⊕	MAST ARM SIGNAL	⊕	FIBER OPTIC LINE
---	UTILITY MARKINGS	⊕	HANDHOLE (electric/traffic)	⊕	GAS LINE
---	(cable,elec, fiber)	⊕	MAST ARM SIGNAL	⊕	GAS LINE
---	(tel,water, gas)	⊕	HANDHOLE (electric/traffic)	⊕	U.G. TELCO LINE
---		⊕	MAST ARM SIGNAL	⊕	U.G. ELECTRIC LINE



- SURVEY NOTES:**
- PERMANENT INDEX NUMBER (P.I.N. #): 07-02-107-001
 - THE LOCATION OF UNDERGROUND UTILITIES WAS DETERMINED BY FIELD OBSERVATION AND VISIBLE MARKINGS ONLY. ALL UTILITY LINES SHOWN WERE MARKED BY THE CITY OF WARRERNVILLE.
 - PROPERTY AREA: 6.281 ACRES (273,607 SQUARE FEET)
 - FIELD WORK COMPLETED ON JULY 19th, 2024
 - SURVEY PREPARED FOR: HITCHCOCK DESIGN GROUP
 - BUILDING TIES & DIMENSIONS SHOWN ARE MEASURED FROM THE OUTSIDE FACE OF THE BUILDING.
 - BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.
 - ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.

- SITE BENCHMARKS**
- SITE BENCHMARK #1** - CROSS CUT ON THE SOUTHEAST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF S. FOREST VIEW DRIVE & WARREN AVENUE. ELEVATION=691.78' (NAVD88)
- SITE BENCHMARK #2** - CROSS CUT ON THE NORTHWEST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED ON THE SOUTH SIDE OF S. FOREST VIEW DRIVE BETWEEN WARREN AVENUE & RIVER ROAD. ELEVATION=691.04' (NAVD88)
- SITE BENCHMARK #3** - CROSS CUT ON THE SOUTHWEST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF S. FORREST VIEW DRIVE & RIVER ROAD. ELEVATION=695.34' (NAVD88)

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

WT GROUP
 Engineering with Precision, Pace and Passion.
 2875 Prichard Avenue Hickman Estates, IL 60192
 T: 224.293.6333 F: 224.293.6444
 www.wtgroup.com
 License No: 184.007070015 Expires: 04.30.2025
 © COPYRIGHT 2024 THE WT GROUP, LLC

WT Group
 Engineering \ Design \ Consulting

CERNY PARK
 28W415 FORESTVIEW AVENUE
 WARRNVILLE, ILLINOIS

CHECK-FIM
 DRAWN:REM
 JOB: C2400067
SUR-3
 SHEET 3 OF 3
 BOUNDARY & TOPOGRAPHIC SURVEY

ISSUE
 TO: _____ DATE: _____
 CLIENT: _____ 8/5/24

EXHIBIT E
CERNY PARK IGA

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF WARRENVILLE AND THE WARRENVILLE PARK DISTRICT
REGARDING THE USE AND MAINTENANCE OF CERNY PARK**

This **INTERGOVERNMENTAL AGREEMENT** ("**Agreement**") is dated as of _____, 2025 ("**Effective Date**"), and is by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation ("**City**"), and the **WARRENVILLE PARK DISTRICT**, an Illinois Park District ("**Park District**").

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Park District mutually agree as follows:

SECTION 1. RECITALS.

A. The City and the Park District are units of local government within the meaning of Section 10, Article VII, of the Illinois Constitution, 1970.

B. The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities or undertakings.

C. The City is the owner of the property commonly known as Cerny Park in the City and legally described and depicted in **Exhibit A**, attached to and made a part of this Agreement ("**Cerny Park**").

D. The City and the Park District have entered into that certain purchase and sale agreement ("**PSA**") pursuant to which the City will transfer Cerny Park to the Park District.

E. In anticipation of its future ownership of Cerny Park, the Park District has requested that the City perform certain maintenance activities for Cerny Park for a period of time after the Park District takes ownership.

F. The City and the Park District desire to set forth the City's rights to use Cerny Park for City-sponsored events after the Park District takes ownership of Cerny Park.

G. The City and the Park District desire to enter into this Agreement to set forth their respective rights and obligations regarding the future maintenance and use of Cerny Park.

SECTION 2. MAINTENANCE SERVICES.

A. Mowing Services. At its sole cost and expense, the City, either by its own employees or its contractor(s), will mow the grass areas of Cerny Park depicted on the attached **Exhibit A** ("**Grass Areas**") for a period of three years after the date upon which Park District takes title to Cerny Park ("**Mowing Services**"). The City may, at its sole discretion, complete the Mowing Services by including the Grass Areas in its solicitation for mowing services for City-owned or maintained properties. The City will consult the Park District when determining the

schedule for completing the Mowing Services, but in no event will the Mowing Services be completed on a schedule more frequent, or for more months each year, than the City obtains or performs similar mowing services on City-owned properties.

B. Cleaning Services. At its sole cost and expense, the City will clean the inside of the bathroom shelter located on Cerny Park and depicted on the attached Exhibit A ("**Bathroom Shelter**") for a period of three years after the date the Park District takes title to Cerny Park ("**Cleaning Services**") (collectively, the Mowing Services and the Cleaning Services are the "**Maintenance Services**"). The City will complete the Cleaning Services by including the Bathroom Shelter in its solicitation for janitorial services for City-owned or maintained properties. The City will consult the Park District when determining the schedule for completing the Cleaning Services, but in no event will the Cleaning Services be completed on a schedule more frequent than the City obtains similar cleaning services for City-owned properties. The three-year period during which the City has agreed to perform the Maintenance Services is hereinafter referred to as the "**Maintenance Obligation**".

C. Other Maintenance. Except as explicitly provided in this Agreement, as the owner of Cerny Park, the Park District will be solely responsible for maintaining Cerny Park, including, without limitation, paths, playground and sport court equipment and improvements, the Bathroom Shelter, fields, trees, landscaping, and fences.

SECTION 3. CITY USE OF CERNY PARK.

The Park District acknowledges and agrees that Cerny Park has historically served as the primary location in the City for City-wide community events. After the transfer of Cerny Park to the Park District, the Park District authorizes the City to continue to use Cerny Park for Independence Day celebration events in July, National Night Out in August, and other special events hosted by the City ("**City Events**"). The City will have first choice of dates for City Events, provided that the City provides its requested dates by December 1 for the following calendar year. The City agrees to comply with the Park District's ordinances and procedures and obtain a permit from the Park District for the City Events. Pursuant to Section 3a.2 and 3.c of the Park District General Use Ordinance 2019-04 ("Permits"), any request by the City for a permit for any City Event at Cerny Park shall be submitted in writing to the Executive Director of the Park District, who shall review same and grant such request on such reasonable terms and conditions as the City and the Park District shall agree, not inconsistent with past practice between the Parties.

SECTION 4. TERM; TERMINATION.

A. Term. This Agreement is for a 20-year term commencing on the Effective Date of this Agreement and ending on December 31, 2044. Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms, until otherwise terminated in accordance with this Agreement.

B. Termination.

1. By the City.

a. During the Maintenance Obligation. During Maintenance Obligation, the City may terminate or suspend this Agreement by providing 90 days written notice to the Park District if the City fails to appropriate sufficient funds to complete the Maintenance Obligation.

b. After the expiration of the Maintenance Obligation. After the expiration of the Maintenance Obligation, the City may terminate this Agreement at any time for any reason by providing 30 days' notice to the Park District.

2. By the Park District. The Park District may notify the City that it no longer desires the City to perform all or a portion of the Maintenance Services by providing 90 days written notice to the City and documenting the change as an amendment to this Agreement in accordance with Section 7.D of this Agreement.

SECTION 5. INDEMNIFICATION; HOLD HARMLESS.

A. Indemnity. The Park District agrees to, and does hereby, to the extent allowed by law, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) any injury to the person or property of others that arises out of any act or omission of the Park District, its officials, officers, employees, agents, representatives, or program participants; or (ii) the City's performance of, or failure to perform, the Maintenance Services under this Agreement; provided, however, that this indemnity shall not apply to willful misconduct or gross negligence on the part of the City.

B. Assertion of Defenses. Nothing in this Agreement is intended to abrogate the Parties right to any defense provided by the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* The Park District will be allowed to raise, on behalf of the City, any and all statutory or common law defenses to a claim or action that the City might have raised, including but not limited to any defense provided by the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

C. Responsibility for Own Personnel. Each Party will be fully and solely responsible for its own employees, contracted services, and other agents including, without limitation, responsibility for supervision, direction, compensation, insurance, risk, liability, and claims.

SECTION 6. REPRESENTATIONS.

A. By the City. The City hereby represents and warrants that: (1) the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of the City; (2) it has full power and authority to execute and deliver this Agreement and to perform all of its obligations imposed pursuant to this Agreement; and (3) this Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms.

B. By the Park District. The Park District hereby represents and warrants that: (1) the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of the Park District; (2) it has full power and authority to execute and deliver this Agreement and to perform all of its obligations imposed pursuant to this Agreement; and (3) this Agreement constitutes a legal, valid and binding obligation of the Park District enforceable in accordance with its terms.

SECTION 7. GENERAL PROVISIONS.

A. Enforcement. If either the City or the Park District fails to meet any of its respective or mutual obligations as expressed in this Agreement, then the aggrieved party may, in law or in equity, by suit, action, or any other proceeding including without limitation specific performance, enforce or compel the performance of this Agreement. In the event of a judicial proceeding brought by either the City or the Park District against the other party for enforcement or for breach of any provision of this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorney's fees, incurred in connection with such judicial proceeding. Notwithstanding the foregoing, the Park District agrees that it will not bring an action against the City for damages.

B. Default. A Party shall be in default hereunder in the event of a material breach by that Party of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the defaulting Party has failed to cure such breach within 30 days after written notice of breach is given to the defaulting Party by the other Party, setting forth the nature of such breach. Failure of a Party to give written notice of breach to the other Party shall not be deemed to be a waiver of the Party's right to assert such breach at a later time. Upon default and failure to cure, the non-defaulting Party shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement.

C. Force Majeure. If a Party is delayed, hindered, or prevented from performing any act required under this Agreement because of strikes, lockouts, inability to procure labor or materials, failure of power, restrictive laws, riots, insurrection, war, fire, inclement weather, pandemic, epidemic, or other health risk, a federal, state, or local emergency or disaster declaration or quarantine, or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the hindered Party/ies (each, a "***Force Majeure Event***"): (a) performance of such act will be excused for the period of delay caused by the Force Majeure Event; (b) the hindered Party/ies may postpone the performance of any act by a contractor for the period of delay caused by the Force Majeure Event; or (c) the hindered Party/ies may terminate this Agreement.

D. Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

E. Assignment. This Agreement may not be assigned by the City or by the Park District without the prior written consent of the other party.

F. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by e-mail. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future

notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Warrenville
3S258 Manning Avenue
Warrenville, Illinois 60555
Attention: Philip Kuchler
E-mail: pkuchler@warrenville.il.us

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 405
Chicago, Illinois 60650
Attention: Brooke Lenneman
E-mail: brooke.lenneman@elrodfriedman.com

Notices and communications to the Park District shall be addressed to, and delivered at, the following address:

Warrenville Park District
3S260 Warren Avenue
Warrenville, Illinois 60555
Attention: Tim Reinbold
Email: timr@warrenvilleparks.org

With a copy to:

Law Office of Thomas G. Hoffman
27 N. Wacker Drive, #410
Chicago, Illinois 60606
E-mail: parklaw7@gmail.com

G. Third Party Beneficiary. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than a Party shall be made or be valid against such Party.

H. Governing Laws. This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Park District with respect to the subject matter of this Agreement.

J. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any

such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

L. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the Park District have executed this Agreement as of the Effective Date.

CITY OF WARRENVILLE, an Illinois home rule municipal corporation

ATTEST:

Julie Clark, City Clerk

By: _____
David Brummel, Mayor

WARRENVILLE PARK DISTRICT, an Illinois Park District

ATTEST:

By: _____
Its Secretary

By: _____
Its President

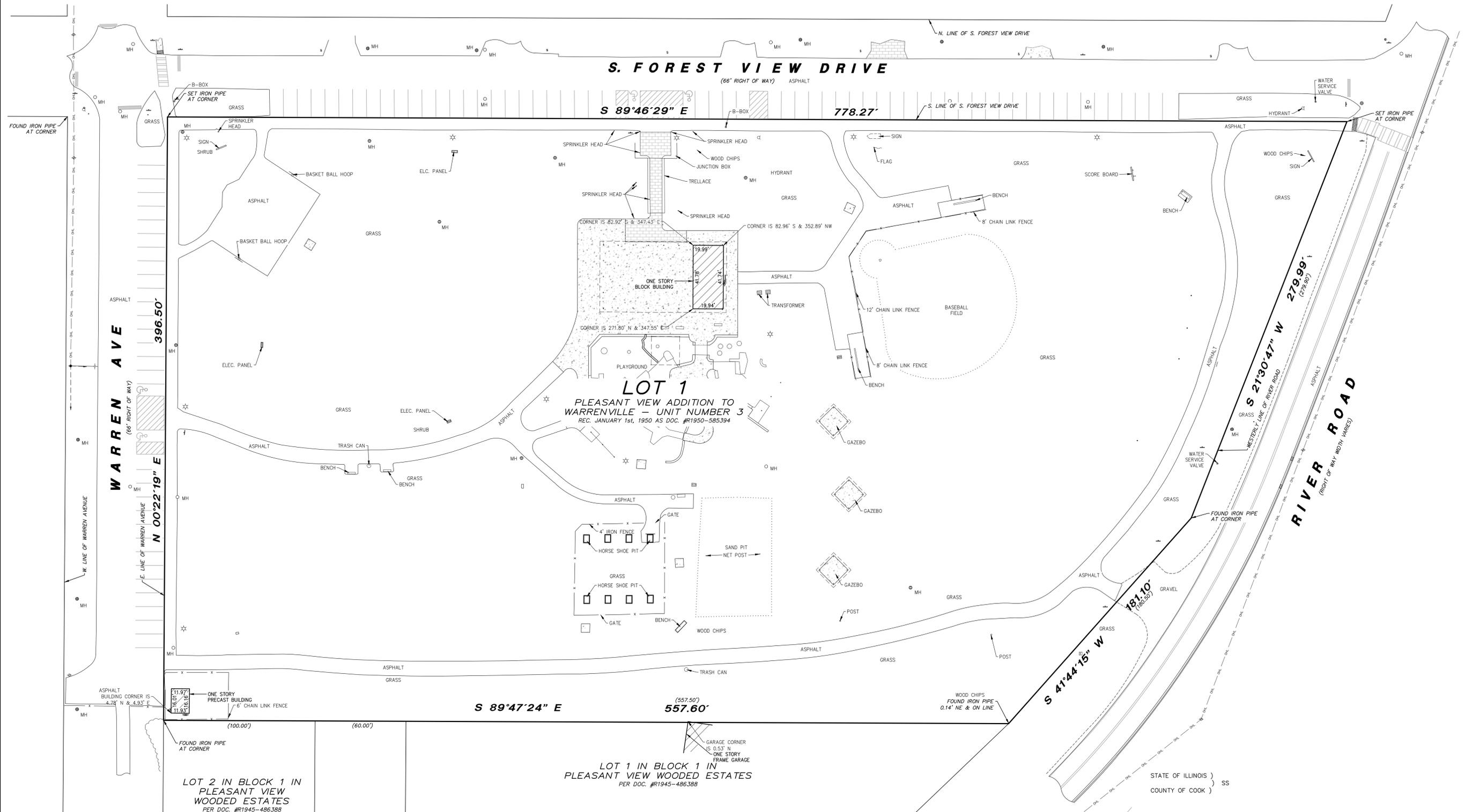
EXHIBIT A

Cerny Park Survey

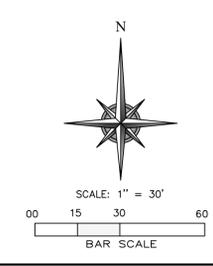
BOUNDARY & TOPOGRAPHIC SURVEY

Exhibit A

LOT 1 IN PLEASANT VIEW ADDITION TO WARRENVILLE - UNIT NUMBER THREE, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 20th, 1950 AS DOCUMENT NUMBER R1950-585394, IN DUPAGE COUNTY, ILLINOIS.



LEGEND			
—	PROPERTY LINE	⊕	UTILITY POLE
- - -	CENTER LINE	⊕	TYPICAL SIGN
- · - · -	EASEMENT LINE	⊕	MAILBOX
- · - · -	BUILDING SETBACK	⊕	CLOSED MANHOLE
- · - · -	SECTION LINE	⊕	OPEN GRATE MANHOLE
XXXXXX	RECORD DATA	⊕	BEEHIVE GRATE MANHOLE
XXXXXX	TOP OF (CURB/MALL, ETC.)	⊕	GUTTER FRAME MANHOLE
XXXXXX	SPOT GRADE	⊕	EDGE GRAVEL/STONE
XXXXXX	BOTTOM OF (GROUND, GUTTER, ETC.)	⊕	FENCE LINE
⊕	CONCRETE	⊕	FLARED END SECTION
⊕	EVERGREEN/DECIDUOUS	⊕	STORM SEWER
⊕	WITH SIZE IN NOTES	⊕	SANITARY SEWER
⊕	SHRUB/SHRUB LINE	⊕	COMBO SEWER
⊕	MONITOR WELL	⊕	WATER SERVICE LINE
⊕	GAS VALVE	⊕	WATER MAIN
⊕	UTILITY MARKINGS	⊕	OVERHEAD LINE
(tel, water, gas)	(cable, elec, fiber)	⊕	FIBER OPTIC LINE
		⊕	GAS METER
		⊕	GAS LINE
		⊕	U.G. TELCO LINE
		⊕	U.G. ELECTRIC LINE



- SURVEY NOTES:**
- PERMANENT INDEX NUMBER (P.I.N. #): 07-02-107-001
 - THE LOCATION OF UNDERGROUND UTILITIES WAS DETERMINED BY FIELD OBSERVATION AND VISIBLE MARKINGS ONLY. ALL UTILITY LINES SHOWN WERE MARKED BY THE CITY OF WARRENVILLE.
 - PROPERTY AREA: 6.281 ACRES (273,607 SQUARE FEET)
 - FIELD WORK COMPLETED ON JULY 19th, 2024
 - SURVEY PREPARED FOR: HITCHCOCK DESIGN GROUP
 - BUILDING TIES & DIMENSIONS SHOWN ARE MEASURED FROM THE OUTSIDE FACE OF THE BUILDING.
 - BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.
 - ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.

- SITE BENCHMARKS**
- SITE BENCHMARK #1 - CROSS CUT ON THE SOUTHEAST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF S. FOREST VIEW DRIVE & WARREN AVENUE. ELEVATION=691.78' (NAVD88)
- SITE BENCHMARK #2 - CROSS CUT ON THE NORTHWEST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED ON THE SOUTH SIDE OF S. FOREST VIEW DRIVE BETWEEN WARREN AVENUE & RIVER ROAD. ELEVATION=691.04' (NAVD88)
- SITE BENCHMARK #3 - CROSS CUT ON THE SOUTHWEST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF S. FOREST VIEW DRIVE & RIVER ROAD. ELEVATION=695.34' (NAVD88)

WE THE WT GROUP DO HEREBY DECLARE THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY AND TOPOGRAPHIC SURVEY.

GIVEN UNDER OUR HAND AND SEAL THIS 5TH DAY OF AUGUST A.D. 2024 AT HOFFMAN ESTATES, ILLINOIS.

THE WT GROUP, LLC

Franjo I. Matijic

FRANJO I. MATIJIC - PLS #035-003556 EXPIRES 11/30/2024
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015



WT GROUP
Engineering with Precision, Pace and Passion.
2875 Prichard Avenue Hoffman Estates, IL 60192
T: 224.293.6333 F: 224.293.6444
www.wtgroup.com
IL License No: 184.007570-0015 Expires: 04.30.2025
© COPYRIGHT 2024 THE WT GROUP, LLC

WT Group
Engineering • Design • Consulting

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

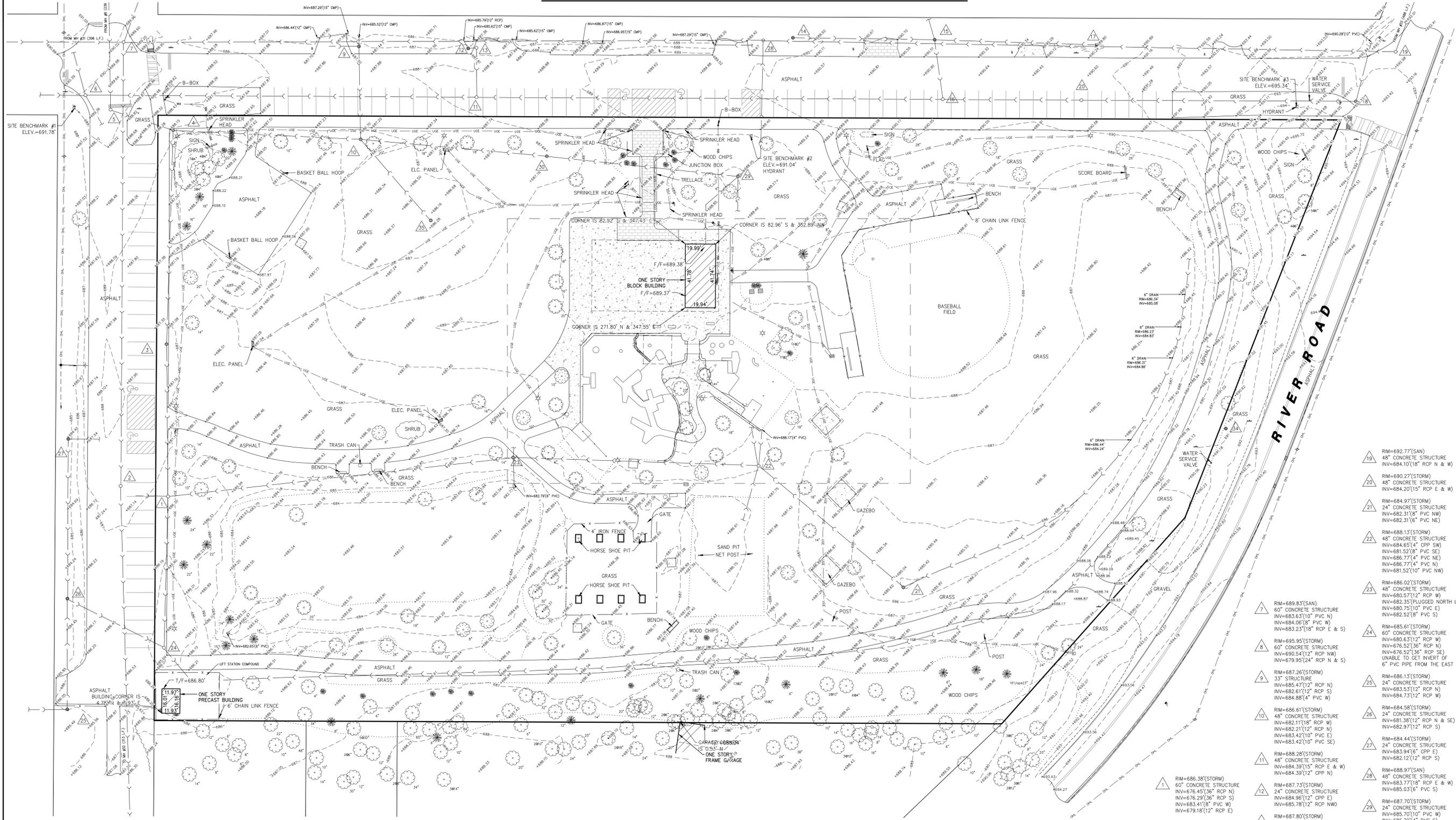
CERNY PARK
287415 FORESTVIEW AVENUE
WARRENVILLE, ILLINOIS

ISSUE

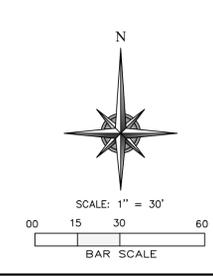
TO	DATE
CLIENT	8/5/24

CHECK-FIM
DRAWN:REM
JOB: C2400067
SUR-1
SHEET 1 OF 3
BOUNDARY & TOPOGRAPHIC SURVEY

BOUNDARY & TOPOGRAPHIC SURVEY



LEGEND					
—	PROPERTY LINE	⊕	UTILITY POLE	⊕	SOIL BORING
—	CENTER LINE	⊕	TYPICAL SIGN	⊕	GUARDRAIL
—	EASEMENT LINE	⊕	MAILBOX	⊕	OUT WIRE ANCHOR
—	BUILDING SETBACK	⊕	CLOSED MANHOLE	⊕	CONTOUR LINE
—	SECTION LINE	⊕	OPEN GRATE MANHOLE	⊕	EDGE GRAVEL/STONE
⊕	RECORD DATA	⊕	BEHVIC GRATE MANHOLE	⊕	FENCE LINE
⊕	TOP OF (CURB/RAIL, ETC.)	⊕	GUTTER FRAME MANHOLE	⊕	FLARED END SECTION
⊕	SPOT GRADE	⊕	VALVE VAULT	⊕	STORM SEWER
⊕	EVERGREEN/DECIDUOUS	⊕	FIRE HYDRANT	⊕	SANITARY SEWER
⊕	SHRUB/SHRUB LINE	⊕	POST LIGHT/GROUND LIGHT	⊕	COMBO SEWER
⊕	MONITOR WELL	⊕	AREA LIGHT/LIGHT POLE	⊕	WATER SERVICE LINE
⊕	GAS VALVE	⊕	STREET LIGHT	⊕	WATER MAIN
⊕	UTILITY MARKINGS	⊕	TRAFFIC SIGNAL	⊕	OVERHEAD LINE
⊕	(tel, water, gas)	⊕	MAST ARM SIGNAL	⊕	FIBER OPTIC LINE
		⊕	HANDHOLE (electric/traffic)	⊕	GAS LINE
		⊕	GAS METER	⊕	U.G. GAS LINE
		⊕	ELECTRIC METER	⊕	U.G. TELECO LINE
		⊕	PEDESTAL (tel, elec, cable)	⊕	U.G. ELECTRIC LINE



SURVEY NOTES:

- PERMANENT INDEX NUMBER (P.I.N. #): 07-02-107-001
- THE LOCATION OF UNDERGROUND UTILITIES WAS DETERMINED BY FIELD OBSERVATION AND VISIBLE MARKINGS ONLY. ALL UTILITY LINES SHOWN WERE MARKED BY THE CITY OF WARRERVILLE.
- PROPERTY AREA: 6.281 ACRES (273,607 SQUARE FEET)
- FIELD WORK COMPLETED ON JULY 19th, 2024
- SURVEY PREPARED FOR: HITCHCOCK DESIGN GROUP
- BUILDING TIES & DIMENSIONS SHOWN ARE MEASURED FROM THE OUTSIDE FACE OF THE BUILDING.
7. BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.
8. ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.

SITE BENCHMARKS

SITE BENCHMARK #1 - CROSS CUT ON THE SOUTHEAST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF S. FOREST VIEW DRIVE & WARREN AVENUE. ELEVATION=691.78' (NAVD88)

SITE BENCHMARK #2 - CROSS CUT ON THE NORTHWEST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED ON THE SOUTH SIDE OF S. FOREST VIEW DRIVE BETWEEN WARREN AVENUE & RIVER ROAD. ELEVATION=691.04' (NAVD88)

SITE BENCHMARK #3 - CROSS CUT ON THE SOUTHWEST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF S. FORREST VIEW DRIVE & RIVER ROAD. ELEVATION=695.34' (NAVD88)

1	RM=689.83'(SAN) 60" CONCRETE STRUCTURE INV=683.63(10" PVC N) INV=683.23(18" RCP E & S)	19	RM=692.77'(SAN) 48" CONCRETE STRUCTURE INV=684.10(18" RCP N & W)
2	RM=687.26'(STORM) 33" STRUCTURE INV=685.47(12" RCP N) INV=682.61(12" RCP S) INV=684.88(4" PVC W)	20	RM=690.27'(STORM) 48" CONCRETE STRUCTURE INV=684.20(15" RCP E & W)
3	RM=686.38'(STORM) 60" CONCRETE STRUCTURE INV=676.29(36" RCP S) INV=683.41(8" PVC W) INV=679.18(12" RCP E)	21	RM=684.97'(STORM) 24" CONCRETE STRUCTURE INV=682.31(8" PVC NW) INV=682.31(6" PVC NE)
4	RM=687.50'(SANITARY) 60" CONCRETE STRUCTURE INV=682.91(18" RCP N & S)	22	RM=688.13'(STORM) 48" CONCRETE STRUCTURE INV=684.65(4" CPP SW) INV=681.52(8" PVC SE) INV=686.77(4" PVC NE) INV=686.77(4" PVC N) INV=681.52(10" PVC NW)
5	RM=687.17'(STORM) 60" CONCRETE STRUCTURE INV=676.84(36" RCP N & S)	23	RM=686.02'(STORM) 48" CONCRETE STRUCTURE INV=680.57(12" RCP W) INV=682.35(PLUGGED NORTH LINE) INV=680.75(10" PVC E) INV=682.52(8" PVC S)
6	RM=687.80'(STORM) 60" CONCRETE STRUCTURE INV=681.22(18" RCP E) INV=676.70(36" RCP S) INV=678.07(36" RCP W) WATER LEVEL @ 677.55'	24	RM=685.61'(STORM) 60" CONCRETE STRUCTURE INV=680.63(12" RCP W) INV=676.52(36" RCP N) INV=676.52(36" RCP SE) UNABLE TO GET INVERT OF 6" PVC PIPE FROM THE EAST
7	RM=689.88'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=684.39(12" CPP N)	25	RM=686.13'(STORM) 24" CONCRETE STRUCTURE INV=682.11(12" RCP W) INV=683.42(10" PVC E) INV=683.42(10" PVC SE)
8	RM=689.80'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=684.39(12" CPP N)	26	RM=684.58'(STORM) 24" CONCRETE STRUCTURE INV=681.38(12" RCP N & SE) INV=682.97(12" RCP S)
9	RM=689.80'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=684.39(12" CPP N)	27	RM=684.44'(STORM) 24" CONCRETE STRUCTURE INV=683.94(8" CPP E) INV=682.12(12" RCP S)
10	RM=689.80'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=684.39(12" CPP N)	28	RM=688.97'(SAN) 48" CONCRETE STRUCTURE INV=683.77(18" RCP E & W) INV=685.03(6" PVC S)
11	RM=689.80'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=684.39(12" CPP N)	29	RM=687.70'(STORM) 24" CONCRETE STRUCTURE INV=685.70(10" PVC W) INV=686.79(4" PVC S)
12	RM=689.80'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=684.39(12" CPP N)	30	RM=687.37'(STORM) 24" CONCRETE STRUCTURE INV=685.07(10" PVC E & W)
13	RM=689.80'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=684.39(12" CPP N)	31	RM=694.88'(SAN) 48" CONCRETE STRUCTURE INV=689.04(8" PVC E & W)
14	RM=689.80'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=684.39(12" CPP N)	32	RM=691.55'(SAN) 48" CONCRETE STRUCTURE INV=682.85(18" RCP N & S)
15	RM=689.80'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=684.39(12" CPP N)	33	RM=693.20'(SAN) 48" CONCRETE STRUCTURE INV=684.65(18" RCP N & S)
16	RM=689.80'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=684.39(12" CPP N)	34	RM=690.47'(STORM) 48" CONCRETE STRUCTURE NO LINES FOUND/FULL OF DEBRIS DEBRIS AT 684.22'
17	RM=689.80'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=684.39(12" CPP N)	35	RM=686.16'(STORM) 24" CONCRETE STRUCTURE INV=684.29(10" PVC NW)
18	RM=689.80'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=684.39(12" CPP N)		

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

WT GROUP
 Engineering with Precision, Pace and Passion.
 2875 Prairie Avenue, Hickory Hills, IL 60192
 T: 224.293.0333 F: 224.293.0444
 www.wtgroup.com
 License No: 184.007570015 Expires: 03.30.2025
 © COPYRIGHT 2024 THE WT GROUP, LLC

WT Group
 Engineering \ Design \ Consulting

CERNY PARK
 28W415 FORESTVIEW AVENUE
 WARRERVILLE, ILLINOIS

ISSUE
 TO CLIENT DATE 8/5/24

CHECK-FIM
 DRAWN:REM
 JOB: C2400067
SUR-2
 SHEET 2 OF 3
 BOUNDARY & TOPOGRAPHIC SURVEY

DRAFT - FY 2026 Citywide Work Plan

(last revised by A Morgan 02/05/2025)

INTRODUCTION

The Citywide Work Plan does not include all projects that are listed in the individual department work plans, only those projects that require resources from multiple departments and are not reoccurring.

TIER ONE INITIATIVES				
Item	Project / Program / Activity	Expected Completion Date	Departments	City Plan
Ongoing Projects and Initiatives Expected to Continue				
<i>Mack Road Bridge Replacement and Trail Improvement Project</i>				
CW1-1	Complete Property/Easement Acquisition (CD 22.04)	8/31/2025	PW,CD	SP - Quality City Services: City Infrastructure
CW1-2	Coordinate Construction (CD 24.01)	11/30/2026	PW,CD	SP - Quality City Services: City Infrastructure
Implementation of New Software Solutions				
CW1-3	BS&A ERP Software Implementation	7/15/2025	PW,CD,FIN	SP - Quality City Services: City Infrastructure
CW1-4	<i>Citizen Engagement Public Implementation</i>	10/31/2025	ALL	SP - Quality City Services: City Infrastructure
CW1-5	Complete a Facilities and Space Needs study, including opportunities to improve building efficiency and reduce negative impacts on the environment	4/30/2026	ALL	SP - Quality City Services: City Infrastructure
CW1-6	Collective Bargaining Negotiations with MAP 214	4/30/2026	ADM,PD,FIN	SP - Supported and Responsive Workforce: Salary & Benefits
Proposed New Projects and Initiatives				
CW1-7	2026 Road Program Bid Documents	2/28/2026	PW,CD	SP - Quality City Services: City Infrastructure
CW1-8	Conduct a water and sanitary sewer rate study	4/30/2026	PW, FIN	SP - Quality City Services: Financial Policies
CW1-9	Traffic study to evaluate speed limits and standardize speed limits on City streets.	4/30/2026	PW, PD	SP - Safe and Healthy Neighborhoods: Speed Limits
CW1-10	Waste Franchise Agreement Renewal or RFP (Groot contract expires 4/30/26)	4/30/2026	PW, ADM	SP - Quality City Services: Building and Life Safety Safety Codes
CW1-11	Develop internal policy to allocate available sanitary capacity and continued coordination with Naperville for Cantera	4/30/2026	PW,CD	SP - Quality City Services: City Infrastructure

TIER TWO INITIATIVES				
Item	Project Description	Completion Date	Departments	Other City Plans
Ongoing Projects and Initiatives Expected to Continue				
CW2-1	Development of ADA Transition Plan	4/30/2026	PW, CD	SP - Quality City Services: City Infrastructure
CW2-2	Administration of Private Property Drainage Assistance Program	4/30/2026	PW, CD	SP - Safe and Healthy Neighborhoods: Legacy Private Infrastructure Challenges
Route 59 Sidewalk/Path Improvement Project				
CW2-3	Final Engineering Design (CD 23.03)	12/1/2026	PW, CD	Bike and Pedestrian Plan
CW2-4	Complete Property/Easement Acquisition (CD 24.06)	12/1/2026	PW,CD	Bike and Pedestrian Plan
Proposed New Projects and Initiatives				
CW2-5	(EMA) Develop, coordinate and conduct National Incident Management System (NIMS) training for City staff based on staff position	4/30/2026	ALL	SP - Supported and Responsive Workforce: Staff and Elected Official Training
CW2-6	(EMA) Develop, coordinate and conduct emergency Disaster drill training exercise for appropriate police, fire, and City staff	4/30/2026	ALL	SP - Supported and Responsive Workforce: Staff and Elected Official Training
CW2-7	Upgrade or Add Security Cameras to all City buildings	4/30/2026	ALL	SP - Quality and City Services: Building and Life Safety
TIER THREE INITIATIVES				
Item	Project Description	Expected	Departments	Other City Plans
Ongoing Projects and Initiatives Expected to Continue				
CW3-1	Develop Comprehensive Engineering and Public Infrastructure Specifications Manual	4/30/2026	PW, CD	SP - Quality and City Services: Maintain and Replace City Infrastructure
Proposed New Initiatives				

LEGEND FOR STAFF RANKING/PRIORITIZATION OF WORK PLAN ELEMENTS

Tier One – These are the highest priority initiatives that staff feels must be advanced. In many cases, these are ongoing or time sensitive initiatives that cannot be delayed without significant detrimental, costly, and/or long term negative impacts. Expected to be accomplished with existing and budgeted resources.

Tier Two – These are important initiatives staff feels should be advanced but may be delayed pending completion of Tier One initiatives. Staff expects to accomplish/advance these priorities with existing and budgeted resources. Delaying progress on these initiatives and projects may result in undesirable impacts.

Tier Three – These are desirable and valuable initiatives, but not items the Departments expects to advance to any significant degree with existing or budgeted resources in the upcoming fiscal year. It is unlikely that the City will experience any measurable or lasting negative impacts if these items are not advanced in the upcoming fiscal year. However, if work is not initiated or suspended on High or Important priority initiatives, it may be possible to reallocate staff resources and advance one or more of these initiatives and projects.

Italic font = Initiative or project for which a new FY 2026 Decision Package has been submitted.

OTHER FACTORS TO CONSIDER WHEN EVALUATING FY 2026 WORK PLAN

- 1 Proposed FY 2026 Work Plan does not account for impact of staff turnover.
- 2 Does not account for emergencies or unexpected issues that may take priority throughout the year.
- 3 Does not include normal everyday tasks.

FY 2025 Public Works Department Work Plan
(last revised by PK on 1/30/2025)

F-11

INTRODUCTION

The Public Works Department consists of eighteen (18) full-time positions responsible for the maintenance of buildings and grounds, vehicles and equipment, roads and street lights, or the water and sanitary sewer systems. The Work Plan does not provide details on the normal activities staff performs. Rather, it identifies those special projects or assignments in which staff is involved in addition to normal activities.

TIER ONE (HIGHEST PRIORITY) INITIATIVES					
Item	Project / Program / Activity	Expected Completion Date	Status	City Council Initiated (Y/N)	Other City Plans
Annual Road Program					
T1-1	2024 Road Program Construction (JC)	10/31/2024	Complete	N	Strategic Plan Goal #4 City Infrastructure
T1-2	2025 Road Program Bid Documents (JC/KH/DR)	2/28/2025	Started	N	
T1-3	Flow Monitoring - Evaluate improvements in Basins 1-4 and Fermilab, flows from new developments, and I/I in Basin 6 (ZJ/PK)	4/30/2025	Evaluating flow monitoring results	N	Strategic Plan Goal #4 City Infrastructure
T1-4	Update Water System Model and Sewer System Capacity (PK/ZJ) (PUB 24.05)	4/30/2025	Consultant calibrating model	N	Strategic Plan Goal #4 City Infrastructure
T1-5	Develop internal policy to allocate available sanitary capacity and continued coordination with Naperville for Cantera (AE/KH/PK) Proposed Well No. 13, Water Tower, and Iron Filtration (Southwest District)	4/30/2025		N	Strategic Plan Goal #4 City Infrastructure
T1-6	Construction of Water Tower on Thorntons site (ZJ/PK)	8/31/2025	Steel install and welding underway	N	Strategic Plan Goal #4 City Infrastructure
T1-7	Complete Bid Documents for Well No. 13 Water Treatment Building (PK/ZJ)	12/31/2024	Design is ongoing and on schedule	N	
T1-8	Construction of Well No. 13 Water Treatment Building (PK/ZJ)	1/31/2026		N	
Mack Road Bridge Replacement and Trail Improvement Project (KH/PK)					
T1-7	Complete Property/Easement Acquisition (CD 22.04)	7/31/2024	Ongoing	N	Strategic Plan Goal #4 City Infrastructure
T1-8	Coordinate Construction (CD 24.01)	4/30/2026		N	
Implementation of New Software Solutions					
T1-11	VUEWorks EAM Software Implementation	9/30/2024	Complete	N	
T1-12	BS&A ERP Software Implementation	11/30/2025	Discovery Sessions completed	N	
T1-13	Granicus Website and Citizen Engagement Implementation	10/31/2026	FOIA module is live	N	
Batavia Road Resurfacing Project (Warrenville Road - Route 56)					
T1-14	Sidewalk Replacement / Easement Agreements (JC/PK)	7/31/2024	Complete	N	Strategic Plan Goal #4 City Infrastructure
T1-15	Coordinate Construction (JC)	10/31/2024	Complete	N	
Cerny Park					
T1-16	Develop Bid Documents for Cerny Park Improvements Project (PK/JC/DE) (PUB 25.04)	10/31/2024	Bid Opening - February 6, 2025	Y	
T1-17	Negotiate IGA Regarding Cerny Park Transfer to Park District (PK/JC)	10/31/2024	IGAs on February 10, 2025 agenda	Y	
T1-18	Develop Tree Preservation Ordinance (PK)	4/30/2025	Staff reviewing draft ordinance	N	

TIER TWO (IMPORTANT) INITIATIVES					
Item	Project Description	Expected Completion Date	Status	City Council Initiated (Y/N)	Other City Plans
T2-1	Keyless Entry Upgrades for City Buildings (DE/JC/PK) (PUB 24.04)	12/31/2024	Access permissions being finalized	N	Strategic Plan Goal #4 City Infrastructure
T2-2	Coordinate Year 1 of Fleet Leasing with Enterprise (JC/PK)	4/30/2025	Received 1 of 9 ordered vehicles	N	
T2-3	Participate in Citywide facilities study including building security needs	4/30/2025		N	Strategic Plan Goal #4 City Infrastructure
T2-4	Multi-Year Water System Valve Assessment Program (ZJ) (PUB 25.03)	4/30/2025	Contract approved 8/19/24	N	Strategic Plan Goal #4 City Infrastructure
	Route 59 Sidewalk/Path Improvement Project (KH/PK)				
T2-5	ITEP Application	12/31/2024		N	Bikeway Implementation Plan
T2-6	Final Engineering Design (CD 23.03)	12/1/2026		N	
T2-7	Complete Property/Easement Acquisition (CD 24.06)	12/1/2026		N	
T2-8	Develop FY 2026 Budget Recommendation for Veterans Memorial Renovation (PK/JC)	9/30/2024	Workgroup developing rec.	N	Strategic Plan Goal #4 City Infrastructure
	Solar Projects				
T2-9	Trailhead Restroom Building (DR/JC/DE)	10/31/2024	Complete	Y	
T2-10	Proposed Well No. 13 Iron Filtration Building (PK/ZJ/DE)	12/31/2025		Y	
T2-11	Development of ADA Transition Plan (KHG/DR)	4/30/2025	Kickoff meeting held 1/21/2025.	N	
T2-12	Development of Complete Streets Implementation Plan (PK/KH/JC)	4/30/2025		N	Complete Streets Policy
T2-13	Discuss Ferry Creek Stream Revitalization with DuPage County Stormwater Management (PK/KH)	4/30/2025	City & County staff walked creek	Y	
T2-14	Administration of Private Property Drainage Assistance Program (KHG/JC/KH/DR)	4/30/2025		Y	

TIER THREE (DESIRABLE) INITIATIVES					
Item	Project Description	Expected Completion Date	Status	City Council Initiated (Y/N)	Other City Plans
T3-1	Sale of Rogers Avenue property (KHG/PK)	4/30/2025		N	
T3-2	Coordinate Review and Potential Endorsement of the MMC Climate Action Plan (KHG/DR)	4/30/2026		N	
T3-3	Assist Community Development with Develop Comprehensive Engineering and Public Infrastructure Specifications Manual (KH/DR/JC/ZJ/PK)	4/30/2026		N	
T3-4	Development of options for remaining City entry signs (PK/JC/KH)	4/30/2026		N	

LEGEND FOR STAFF RANKING/PRIORITIZATION OF WORK PLAN ELEMENTS

Tier One – These are the highest priority initiatives that staff feels must be advanced. In many cases, these are ongoing or time sensitive initiatives that cannot be delayed without significant detrimental, costly, and/or long term negative impacts. Expected to be accomplished with existing and budgeted resources.

Tier Two – These are important initiatives staff feels should be advanced but may be delayed pending completion of Tier One initiatives. Staff expects to accomplish/advance these priorities with existing and budgeted resources. Delaying progress on these initiatives and projects may result in undesirable impacts.

Tier Three – These are desirable and valuable initiatives, but not items the Department expects to advance to any significant degree with existing or budgeted resources in the upcoming fiscal year. It is unlikely that the City will experience any measurable or lasting negative impacts if these items are not advanced in the upcoming fiscal year. However, if work is not initiated or suspended on High or Important priority initiatives, it may be possible to reallocate staff resources and advance one or more of these initiatives and projects.

#-# Highlighting, Bold font = New for FY 2025

Italic font = Initiative or project for which a new FY 2025 Decision Package has been submitted.

PK=Public Works Director, JC= Capital Maintenance Superintendent, KD=Finance Director, DE= Facilities Maintenance Lead Supervisor, KH=Senior Civil Engineer, KHG=Asset Management Analyst, DR=Civil Engineer, ZJ= Utility Maintenance Superintendent, JM=Planner/GIS Tech.

PROJECTS NOT INCLUDED IN FY 2025 WORK PLAN

- 1 Paint Exterior of Public Works building
- 2 Final engineering design and easement acquisition for Manning Avenue pedestrian and parking improvements
- 3 Final engineering and reconstruction of Barkley Avenue, north of Route 56
- 4 Construction of Ray Street Improvements
- 5 Property Acquisition for Sanitary Sewer Holding Tank (*PUB 19.05*)
- 6 Evaluate and reorganize electronic file maintenance (Laserfiche)
- 7 Expand the City street light banner program into Cantera
- 8 Preliminary engineering for Batavia/Route 59 intersection drainage/turn lane improv.
- 9 Final design for Leone Schmidt Park pavilion and lookout improvements
- 10 Sale of Jackson Street unimproved right-of-way, just west of Winfield Road
- 11 Point Oak Drive Dedication
- 12 Final engineering for Point Oak Dr. reconstruction and utility extension project
- 13 Williams Road Bridge maintenance project
- 14 Rigi / Barclay easement acquisition or resurfacing
- 15 Construction of Batavia Road path connection between Alden Horizon Senior Living and Blackwell Forest Preserve (PK/JC/KH) (PW 24.01)

OTHER FACTORS TO CONSIDER WHEN EVALUATING FY 2025 WORK PLAN

- 1 Assumes no new vacancies in current Public Works Department positions and does not account for impact of unanticipated staff turnover.
- 2 Does not account for emergencies or unexpected issues that may take priority throughout the year.