CITY OF WARRENVILLE
COMMUNITY DEVELOPMENT
COMMITTEE OF THE WHOLE
REGULAR MEETING
Monday, April 14, 2025, at 7:00 p.m. at City Hall
28W701 Stafford Place

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.

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. CITIZENS COMMENTS

E. OFFICIALS AND STAFF COMMENTS

F. BUSINESS OF MEETING

1. Consideration of Building Code Amendments for EV Readiness (M. Lilley)
2. Consideration of IGA between the City of Warrenville and PACE (K. Hernandez-Galvan)
3. Consideration of an addendum to the agreement with BS&A Software, LLC for the license and implementation of Municipal Enterprise Resource Planning Software (P. Kuchler)
4. Review and File OTRS#2 Request For Proposal (FYI)
5. Review and File Monthly Code Enforcement Activity Report (FYI)
6. Review and File FY 2025 Community Development Work Plan Report (FYI)

G. MISCELLANEOUS

H. CLOSED SESSION

I. ADJOURN

Please contact the City Administrator or the corresponding Department head by noon on the day of the meeting if you have questions regarding any of the above items.

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 Brummel and City Council
FROM: Amy Emery, AICP, Community and Economic Development Director AE
SUBJECT: SUMMARY OF AGENDA ITEMS FOR APRIL 14, 2025, COMMUNITY DEVELOPMENT COMMITTEE MEETING
DATE: April 10, 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 the agenda items or this summary.

F. BUSINESS OF MEETING

1. Consideration of Building Code Amendments for EV Readiness (Attachment)
   Since November of 2023 Warrenville has been committed to becoming an EV Ready community. Warrenville was invited to join the third cohort of the Metropolitan Mayors Caucus EV Readiness Program. Since November of last year Community Development staff have been working to complete the requirements to complete the bronze level designation. The recommended code amendment to require certification of installers will help Warrenville achieve that status.

   Committee Action Requested: Direct City Attorney to prepare an ordinance requiring contractor registration with the Illinois Commerce Commission for EV charger installers.
   Staff Recommendation: Community and Economic Development Director Emery and Chief Code Official Lilley recommend this action.
   Budgetary Impact: None
   Other Resources Required: City Attorney time to prepare an ordinance.
   Strategic Plan Goal: Safe and Healthy Neighborhoods

2. Consideration Amended Intergovernmental Agreement Between the City of Warrenville and PACE (Attachment)
   In December 2024, the Suburban Bus Division of the Regional Transportation Authority (PACE) amended and restated their Intergovernmental Agreements with all DuPage County sponsors for paratransit services to residents of participating communities. City Attorney Lenneman reviewed the new Intergovernmental Agreement (IGA) between the City of Warrenville and PACE. The new agreement slightly increases the City's risk because of limited liability coverage. After further review and weighing the risks, it was decided that the benefits of the services—especially for seniors and disabled residents—are much more important and outweigh the added risks.

   Included with the agenda backup materials are a draft resolution, amended Intergovernmental Agreement (IGA), and a memo from Asset Management Analyst

Hernandez-Galvan, dated August 9, 2025, providing further detail. The IGA has been reviewed and approved by the City Attorney and PACE.
Committee Action Requested: Recommend City Council pass a resolution approving an amended and restated intergovernmental agreement between the City Warrenville and the Suburban Bus Division of the Regional Transportation Authority (PACE) for the provision of paratransit services.
Staff Recommendation: Assistant City Administrator Morgan and Asset Management Analyst Hernandez-Galvan recommend this action.
Budgetary Impact: None. The City's subsidy amount of $1,078 for this 2025 agreement will remain unchanged from the amount allocated in 2024.
Other Resources Required: Not applicable.
Strategic Plan Goal: #2 Engaged and Connected Community – Unique Programs and Events

3. Addendum to the agreement with BS&A Software, LLC for the license and implementation of Municipal Enterprise Resource Planning Software (Attachment)
City Council passed Resolution R2024-01, approving an agreement with BS&A Software, LLC for the license and implementation of municipal Enterprise Resource Planning (ERP) software at its January 15, 2024, regular meeting. Included with the agenda backup material is an addendum to that agreement for integrated payment processing services that would allow customers to make electronic payments to the City online. These new services would be integrated with the ERP software that is going live in May 2025, so the processing of those payments would be more efficient for the City and its customers. BS&A did not offer this product when the original contract was approved. Staff has evaluated this new product versus another similar non-BS&A option and is recommending moving forward with the BS&A solution.

Council Action Requested: Recommend the City Council pass a resolution approving an addendum to the agreement with BS&A Software LLC for payment processing services.
Staff Recommendation: Finance Director Dahlstrand and Public Works Director Kuchler recommend this action.
Budgetary Impact: Currently staff are recommending that the City absorb the convenience fees for each transaction, to encourage customers to utilize this service. This is consistent with current practices. Costs are dependent on the number and size of the payments. Per Schedule A of the agreement, fees range from $1.50 to $6.00 per transaction for ACH payments, based on the transaction amount; and $0.50 per transaction plus 2.80% of the transaction amount for credit card payments. Staff will evaluate these fees in the future when more data is available and provide an update to City Council.
Other Resources Required: Staff time to coordinate with Baecore Group and BS&A staff on the implementation of payment processing services.
Strategic Plan Goal: #3 Quality City Services – Effectiveness of Financial Policies.

4. Review and File OTRS#2 Request for Proposals (Attachment)
The efforts to redevelop the Old Town Redevelopment Site #2 (Former Citgo) continue to move forward with the preparation and release of a Request for Proposals (RFP) document. A pre-launch period for the RFP was held during the month of March. This provided an opportunity for staff to reach out and connect with Warrenville investors and property owners who have previously expressed an interest in development in the City. So far, one of these parties has sent a letter to indicate their intent to submit a proposal in April. Publication and release of the RFP to potential developers and interested parties beyond Warrenville was completed during the week of April 7th. All responses received are expected to be reviewed this Spring. The process includes reference checks, interviews, and initial consideration of proposals by the Economic Development Representatives Committee. A copy of the RFP is provided in the agenda back-up materials.

CEDD Emery will be available to address questions regarding this report at the meeting.

Committee Action Requested: For informational purposes only.
Staff Recommendation: Not applicable.
Budgetary Impact: Not applicable.
Other Resources Required: Not applicable.
Strategic Plan Goal: #1 Energetic and Healthy Economy – Business Retention & Expansion

5. Review and File the Bi-Monthly Code Enforcement Activity Report (Attachment)
The Code Enforcement Activity Summary Report for the month of March and part of the month of April is included in the agenda backup materials. This report covers a more limited period than usual (only a month and a half) due to the change in the Community Development Committee schedule to accommodate Enterprise Resouce Software rollout activities in May.

CEDD Emery will be available to address questions regarding this report at the meeting.

Committee Action Requested: For informational purposes only.
Staff Recommendation: Not applicable.
Budgetary Impact: Not applicable.
Other Resources Required: Not applicable.
Strategic Plan Goal: #3 Quality City Services – Building and Life Safety Codes

6. Review and File the FY 2025 Community Development Work Plan Update (Attachment)
The Community and Economic Development Department FY 2025 Work Plan identifies the specific projects and initiatives Department staff expect to advance during FY 2025. The Department has prepared a spreadsheet to track progress on the various components of its FY 2025 Work Plan, which is included in 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.

CITY OF WARRENVILLE
MEMORANDUM

TO: Mayor, City Council, and City Administrator White
FROM: Michelle Lilley, Chief Code Official MK
SUBJECT: EV READINESS MUNICIPAL CODE UPDATES
DATE: April 10, 2025

Commitment To EV Readiness Program

In November of 2023 the City Council began their formal commitment to become an EV ready community with a letter to the Metropolitan Mayors Caucus (MMC). The City of Warrenville was selected to be part of the third cohort of this program along with 19 other communities. The cohort began on November 6, 2024 and will wrap up on May 1, 2025. The EV Readiness Program includes a menu of 130 action items that communities may pursue in order to reach bronze, silver or gold designation. As part of this program staff has been working through requirements to reach bronze designation which includes 70 points from required action items and 30 points from elective action items. Staff from Community Development and Public Works have evaluated all options, based on available resources and strategic priorities, to identify which elective items make the most sense for Warrenville to adopt.

Recommendation From ComED And IBEW

As part of the EV Readiness program, Staff attended an electrical inspector's training session hosted by ComEd and IBEW. In addition to discussing common pitfalls in plan review and inspection, the presenters discussed requirements for installers. It was strongly recommended that EV charger installers be required by each jurisdiction to possess registration with the Illinois Commerce Commission (ICC). This registration ensures installers have completed the required training programs including in-field training. The ICC registration program also addresses continuing education, insurance, and other requirements. To address this recommendation, the following amendment would be proposed to Title 8, Chapter 8, 8-8-3 of the City Code:

8-8-3: ELECTRICAL CONTRACTOR - LICENSE REQUIRED:

A. Definition: The term "electrical contractor" as used in this section means any person, firm or corporation engaged in the business of installing or altering by contract or otherwise, electrical equipment for the utilization of electricity supplied for light, heat or power, not including radio apparatus or equipment for wireless reception of sounds and signals, and not including apparatus, conductors and other equipment installed for or by public utilities, including common carrier, which are under the jurisdiction of the Illinois Commerce Commission for use in their operation as public utilities; but the term "electrical contractor" does not include employees by such contractor to do or supervise such work.

"Electric vehicle charger installer" means persons or entities that install, maintain, or repair electric vehicle charging stations.

"Electric vehicle charging station" for purposes of this section means any facility or equipment that is used to charge a battery or other energy storage device of an electric vehicle.

"Install, installing or installation" for purposes of this section means the major activities and actions required to connect, in accordance with applicable building and electrical codes, the conductors, connectors and all associated fittings, devices, power outlets or apparatuses mounted at the premises that are directly involved in delivering energy from the premises' electrical wiring to the electric vehicle charging station.

B. License Required: All contracted electrical work must be performed by a licensed electrical contractor. Within the corporate limits of the City, it shall be unlawful for any person to engage in the business of "electrical contractor" as defined in this section without first being licensed as an electrical contractor. Electrical contractors performing work within the City must have a valid license obtained by passing a written electrical examination offered by an approved municipality or national contractor/trades journeyman or higher electrician certification by the International Code Council.

1. Electric vehicle charger installers shall be registered with the Illinois Commerce Commission.

C. False Statements Prohibited: It shall be unlawful for any person to provide false statements or documentation as part of a building permit application regarding the electrical contractor license. In addition to any other penalties set forth in this section, if, after examination by the Chief Code Official, information or documents provided as part of a building permit application are found to be untrue, the application for building permit shall immediately become null and void.

D. Penalty: Any person violating any provisions of this section will be subject to the fine provided in Section 1-4-1 of this code for each offense. Each day of violation constitutes a separate and distinct offense.

This proposed amendment is not specifically required for bronze designation but would be required if the City were to pursue gold designation in the future. This action will count as elective points to help Warrenville earn the required number of points needed for the bronze designation.

Additional Code Amendments

This item will be paired with proposed text amendments to the zoning code. Those proposed amendments were considered during a Public Hearing at the Plan Commission Meeting on Thursday, April 10, 2025. They include recommended definitions, allowable use requirements, and other zoning-specific details. The recommendations of the Plan Commission will be presented at the April 24, 2024, City Council Meeting.

Staff Recommendation

Direct the City Attorney to prepare an ordinance requiring contractor registration with the Illinois Commerce Commission for EV charger installers.

CITY OF WARRENVILLE
MEMORANDUM

To: Mayor, City Council and City Administrator White KHG
From: Kassandra Hernandez-Galvan, Public Works Asset Management Analyst
Subject: AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WARRENVILE AND PACE
Date: APRIL 9, 2025

Committee Action Requested: Recommend City Council pass a resolution approving an amended and restated intergovernmental agreement between the City Warrenville and the Suburban Bus Division of the Regional Transportation Authority (PACE) for the provision of paratransit services.

Background:
In December 2024, the Suburban Bus Division of the Regional Transportation Authority (PACE) amended and restated their Intergovernmental Agreements with all DuPage County sponsors for paratransit services to residents of participating communities. City Attorney Lenneman reviewed the new Intergovernmental Agreement (IGA) between the City of Warrenville and PACE. Below is the notable change to the IGA.

Reduced Liability Coverage
The new agreement slightly increases the City's risk because of limited liability coverage. After review and discussion between the City's attorney and PACE it was clear that the City did not have much room to negotiate the change. PACE's new agreements with their carriers and subcontractor no longer include such liability coverage and because of that, PACE can't offer this kind of protection to the City in the current agreement. After further review and weighing the risks, it was decided that the benefits of the services—especially for seniors and disabled residents—are much more important and outweigh the added risks.

Historical Information:

General Fund Account Administration - Senior Services –Ride DuPage - 01-50-46600	**FY2020**	**FY2021**	**FY2022**	**FY2023**	**FY2024**	**FY2025**
Amount Budgeted	$25,000	$25,000	$25,000	$25,000	$25,000	$30,000
Actual Expense Ride DuPage	$16,867	$17,509	$6,195	$10,258	$25,347	$14,914
Total Number of Registered Riders	23	58	67	76	101	134

Summary of the Ride DuPage Budget and Actual Expenses (Fiscal Year 2020 through February of Fiscal Year 2025)

RESOLUTION NO. R2025-__

A RESOLUTION APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WARRENVILLE AND THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY (PACE) FOR THE PROVISION OF PARATRANSIT SERVICES

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 the Suburban Bus Division of the Regional Transportation Authority ("***PACE***") is an Illinois municipal corporation governed by State law; and

WHEREAS, the City and PACE are both public agencies under the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220, and are authorized to exercise their powers and duties in a cooperative manner among themselves as public agencies; and

WHEREAS, the Inter-Agency Paratransit Coordinating Council (***"IAPCC"***), an association of governments, non-profit agencies and citizen representatives that works to improve paratransit services in DuPage County, has implemented the Ride DuPage Coordinated Transportation Services ("***Ride DuPage Program***") to provide paratransit services to residents of participating communities ("***Services***"), which Ride DuPage Program is operated by PACE; and

WHEREAS, on April 1, 2019, the City Council approved Resolution R2019-11, authorizing the City to enter into a one-year Intergovernmental Agreement with PACE to allow the City to receive the Services and compare costs and other efficiencies between the Ride DuPage Program and the City's existing paratransit service (***"Original Agreement"***); and

WHEREAS, on August 3, 2020, the City Council adopted Resolution R2020-28, approving a first amendment to the Original Agreement for the continuation of the Services pursuant to the Ride DuPage Program; and

WHEREAS, on April 17, 2023, the City Council adopted Resolution R2023-17, approving a second amendment to the Agreement and PACE desire to further amend the Original Agreement to provide for (i) a one-year subsidy from PACE; and (ii) Uber Access Service that will provide PACE rides through Uber on specified terms (***"Ride Share Services"***); and

WHEREAS, on August 19, 2024, the City Council adopted Resolution R2024-50, approving an amended and restated agreement, superseding and replacing the Original Agreement, as amended by the first and second amendments (***"2024 Agreement"***); and

WHEREAS, PACE has prepared a new form of agreement and, in order for PACE to continue to provide the Services to residents of the City, PACE requires the City to enter into the new agreement, which amends, restates, and replaces the 2024 Agreement (***"Amended and Restated Agreement"***); and

WHEREAS, pursuant to the Amended and Restated Agreement, PACE will invoice the City for its share of the costs in accordance with the cost allocation procedure approved by the IAPCC; and

WHEREAS, the provision of the Ride Share Services will be covered by a separate agreement; and

WHEREAS, pursuant to Section 1-8-4.B.6.a(1) of the City Code of Warrenville, the Services are not subject to the City's competitive bidding requirements because the Ride DuPage Program is the only source for intergovernmental paratransit services; 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 Amended and Restated Agreement with PACE;

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 Amended and Restated Agreement. The Amended and Restated Agreement with PACE is hereby approved substantially in the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Administrator.

SECTION 3: Execution. The City Administrator and City Clerk of the City are authorized and directed to execute the Amended and Restated Agreement and transmit executed and sealed copies to PACE.

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

PASSED THIS ____ day of _____, 2025.

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED THIS ____ day of _____, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

EXHIBIT A

AMENDED AND RESTATED AGREEMENT

INTERGOVERNMENTAL AGREEMENT – RIDE DUPAGE
City of Warrenville

This Intergovernmental Agreement – Ride DuPage ("Agreement") is between the City of Warrenville, a home rule Illinois municipal corporation ("Sponsor"), and Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation ("Pace").

Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area.

Article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance.

The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation.

The parties are units of local government within the meaning of article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement.

The parties want to promote and encourage the use of public transportation by improving the availability of paratransit service to residents of DuPage County, Illinois who are disabled, are seniors, or have limited access to conventional modes of transportation.

Sponsor is a member of the Inter-Agency Paratransit Coordinating Council ("IAPCC"), an association of governments, non-profit agencies, and citizen representatives working to improve paratransit service in DuPage County, Illinois since 1995.

The IAPCC has implemented the coordinated paratransit services known as Ride DuPage ("Project") and, in connection therewith, has established an operations committee consisting of participating sponsors of the Project ("Operations Committee").

The County of DuPage serves as lead agency for the Project.

Sponsor wants Pace to serve, and Pace wants to serve, as the Project coordinator responsible for entering into contracts with Carriers for the Paratransit Service and with a contractor for the Mobility Management/Call Center Services.

The parties want to enter into this Agreement to memorialize their respective rights and obligations in connection with the Project.

In consideration of the foregoing recitals, the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Project Description**. Demand response curb-to-curb Paratransit Service will be provided for registered Eligible Riders as described in Exhibit A in the service area depicted in Exhibit B. Demand response door-to-door Paratransit Service will be available upon a rider's request and with Pace's prior approval.

2. **Funding**.

a. Pace shall submit its invoices to Sponsor for Sponsor's portion of the Operating Cost. Each invoice will summarize the services delivered, will be in a format mutually agreed to by the parties, and will request reimbursement for itemized costs required to perform the services. Sponsor shall pay Pace at the rates agreed to in Pace's contracts with Carriers.

b. Within 30 days after receipt of a Pace invoice in accordance with paragraph 2(a), Sponsor shall pay Pace, or cause Pace to be paid, the amounts invoiced. Sponsor may not deny a properly documented invoice, in whole or in part, without reasonable cause. Sponsor will not be required to pay Pace more often than monthly. Sponsor shall mail payment to:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Accounts Payable

c. Notwithstanding anything to the contrary in this Agreement, in 2025 only, Pace will provide Sponsor with a subsidy not to exceed $1,572. That subsidy will be calculated monthly at 75% of the Operating Deficit on a year-to-date basis.

3. **Responsibilities**.

a. In accordance with paragraph 2, Sponsor will be responsible for reimbursing Pace for all costs that Pace incurs in fulfilling its obligations under this Agreement. Reimbursable costs include but are not limited to administrative and operating costs and costs to manage the Project, subject to prior approval by Sponsor.

b. The Operations Committee will be responsible for the development of Administrative Policies and/or Procedures, which are subject to the prior approval of Pace and the County of DuPage. Sponsor will be responsible for the implementation of and oversight of compliance with Administrative Policies and/or Procedures.

c. Sponsor will be responsible for executing and maintaining any agreements necessary to provide the transportation services as described in Exhibit A to the service area depicted in Exhibit B.

d. The participating sponsors of the Project will be responsible for developing service parameters for the Project, which are subject to the prior approval of Pace and the County of DuPage. Those service parameters include but are not limited to service boundaries, rider eligibility, fare structure, days and hours of service, and resolution of issues related to Eligible Rider compliance with usage guidelines.

e. The Operations Committee will be responsible for developing service standards for the Project, which are subject to the prior approval of Pace and the County of DuPage. Pace shall cooperate with the County of DuPage to establish consistent service standards for the Project. Pace may make minor revisions to service standards upon prior written notification to, and concurrence by, the County of DuPage.

f. Pace shall enter into contracts with Carriers for the Paratransit Service and a contractor for the Mobility Management/Call Center Services; the Carriers and contractor shall be contractors responsible to Pace.

Pace may limit the hours available for the scheduling of trip requests and dispatching of vehicles in connection with the Project. Determination of the hours and days of service for Pace-funded services provided to satisfy federal and/or state ADA guidelines will not require the approval of Sponsor or the County of DuPage.

The parties acknowledge that the mobility management/call center will handle calls for other entities in addition to Sponsor.

g. Pace will be responsible for preparing a monthly written report indicating the cost of Paratransit Service provided by Pace's contractors in connection with the Project within the reporting month and for submitting that report, together with its invoice, to Sponsor within 60 days following the end of each month of services.

h. Within its approved budget, Pace will be responsible for maintaining appropriate contractor staffing levels to provide all necessary services relating to the Project.

i. Pace will be responsible for ensuring that its contractor(s) providing dispatch service in connection with the Project are available during all hours in which a vehicle transporting an Eligible Rider is in service.

j. Pace will be responsible for compiling data relating to the quantity, quality, and cost of the Paratransit Service provided by Pace's contractors in connection with the Project and for providing that data to Sponsor within 45 days following the end of each month of services.

k. Pace will be responsible for providing Sponsor with access to the reports specified in Exhibit C upon Sponsor's request.

l. Pace will be responsible for requiring that all vehicle operators employed by Carriers providing services pursuant to this Agreement possess a valid Illinois driver's license appropriate to the vehicle operated and that those Carriers meet the minimum requirements for the operation of passenger transportation as mandated by applicable local, state, and federal laws, statutes, ordinances, rules, and regulations. All operator and Carrier licenses as may be required by state or local governmental and/or regulating authorities must be maintained in good standing annually.

m. Pace will not be responsible for any failure to provide the services required of it under this Agreement due to circumstances beyond its control but will make every reasonable effort to restore those services as soon as practicable.

n. The parties will be responsible for ensuring that no person will be denied the opportunity to participate or be subjected to discrimination in connection with the Project because of race, creed, color, age, sex, national origin, or the presence of any sensory, mental, or physical disability, or in any manner contrary to applicable local, state, and federal laws, statutes, ordinances, rules, and regulations, including Title VI of the Civil Rights Act of 1964 and 49 C.F.R. part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964).

o. Pace shall require Carriers to obtain and maintain insurance coverage and furnish Pace with evidence of such coverage, including a certificate of insurance. Pace shall provide Sponsor with a copy of the certificate of insurance upon written request by Sponsor.

4. **Compliance**.

a. The parties shall comply with all applicable local, state, and federal laws, statutes, ordinances, rules, and regulations, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS5/2-105(A)(4)), as amended.

b. The parties shall obtain licenses, permits, and other approvals required for the Project.

5. **Indemnification**. Sponsor shall indemnify, defend, and hold harmless Pace and Pace's officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Sponsor's intentional or negligent acts or omissions concerning the performance of any of Sponsor's obligations under this Agreement. Pace shall indemnify, defend, and hold harmless Sponsor and Sponsor's officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Pace's intentional or negligent acts or omissions concerning the performance of any of Pace's obligations under this Agreement. No party will be liable for or be required to indemnify the other party for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by a party claiming indemnification ("Claimant") to the indemnifying Party ("Indemnitor") regarding any claim which Claimant believes to be covered under this paragraph 5, Indemnitor shall appear and defend all suits brought upon that claim and shall pay all costs and expenses related to that claim, but Claimant has the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this paragraph 5.

6. **Term and Termination**.

a. This Agreement will be in effect beginning January 1, 2025 and will continue thereafter through December 31, 2025 unless terminated earlier by a party in accordance with this Agreement.

b. Either party may terminate this Agreement upon 60 days' advance written notice to the other party.

7. **Headings**. The headings in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.

8. **Waiver**. Failure of a party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.

9. **Assignment**. No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other party.

10. **Amendment**. No changes, amendments, or modifications to this Agreement will be valid unless they are in writing and signed by the duly authorized signatory of each party.

11. **Entire Agreement**. This Agreement, including the introductory recitals and attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, orinterpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.

12. **Survival**. Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.

13. **Pace Board Authority**. This Agreement has been properly authorized by the Pace Board of Directors.

14. **Severability**. If any provision of this Agreement or amendment thereto is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed therefrom, and the remaining provisions will remain in full force and effect.

15. **Binding Effect**. This Agreement will be binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

16. **Force Majeure**. A party will not be held liable to another party for damages or be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected party, including war, fire, flood, other acts of God, acts of the government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the government, civil disturbance, a terrorist act, pandemic, epidemic, quarantine restrictions, freight embargoes, unusually severe weather, or a labor strike or lockout. The affected party shall promptly notify the other party of those force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure those force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, in its sole discretion and after written notice to Sponsor, may immediately terminate this Agreement for convenience.

Where an event of force majeure occurs after a party's failure or delay in performance, the breaching party will not be released from liability.

17. **Counterparts**. This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed an original and all of which when taken together will constitute one and the same agreement.

18. **Electronic Signatures**. This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.

18. **Governing Law, Jurisdiction, and Venue**. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the parties shall submit to the exclusive jurisdiction and venue of the state courts of DuPage County, Illinois for any dispute arising out of or related to this Agreement.

19. **Authorization**. The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the party for whom they sign. If a party signs this Agreement but fails to date its signature, the date that the other party receives the signing party's signature on this Agreement will be deemed to be the date that the signing party signed this Agreement.

20. **Notice**. Any notice under this Agreement must be in writing and must be given in the following manner:

a. by personal delivery (deemed effective as of the date and time of delivery);
b. by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company); or
c. registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays. The notice must be addressed as follows or to such other address as either party may specify in writing:

If to Sponsor:

City of Warrenville
3S258 Manning Avenue
Warrenville, IL 60555
Attention: City Administrator

with copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, IL 60654
Attention: Brooke Lenneman, City Attorney

If to Pace:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Executive Director

21. **Definitions**.

As used in this Agreement:

"Administrative Policies and/or Procedures" means the policies and/or procedures for the day-to-day operations of the Project, including but not limited to dispatching, scheduling, reporting, and billing.

"Carrier" means a public or private entity providing passenger transportation on a regular and continuing basis in connection with the Project.

"Eligible Rider" means any person who is determined to be eligible for the Paratransit Service provided in connection with the Project.

"Eligible Trip" means paratransit transportation taken by a registered Eligible Rider to a destination that is approved by Sponsor in connection with the Project.

"Mobility Management/Call Center Services" means the handling of calls in connection with the Project, including but not limited to service monitoring, trip reservations, trip scheduling, dispatching, facilitation of Carriers, rider registration, travel planning, service coordination, and providing travel information.

"Operating Cost" means the total Operating Deficit minus the Pace Contribution in connection with the Project.

"Operating Deficit" means the Operating Expense minus the applicable fare revenue and liquidated damages in connection with the Project.

"Operating Expense" means the total cost incurred by Pace to operate the Project but does not include the cost incurred by Pace to provide the Mobility Management/Call Center Services on behalf of Sponsor.

"Pace Contribution" means Pace's budgeted annual subsidy for the Project as set forth in paragraph 2(c).

"Paratransit Service" means the provision of demand responsive transportation by a Carrier in connection with the Project.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]**

The parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates below.

SPONSOR	**PACE**
_____	_____
Signature	Signature
_____	Melinda J. Metzger
Printed Name	Printed Name
_____	Executive Director
Title	Title
_____	_____
Date	Date

EXHIBIT A
PROJECT DESCRIPTION

TRIP RESERVATION METHOD	Monday through Friday: 6:00 a.m. to 6:00 p.m. Central Time Saturday, Sunday, and Holidays: 8:00 a.m. to 5:00 p.m. Central Time Reservations will be accepted at the Pace call center one to seven days in advance of the day of Service. Trips requested on the same day of the Service may be accommodated if the schedule allows. Subscription service (as defined by Pace) is allowable. Riders are to contact Sponsor to apply for subscription service.
SERVICE AREA	DuPage County and the surrounding areas.
SERVICE HOURS	Seven days a week, 24 hours a day, including holidays. Whenever possible, pick-up times are negotiated to optimize the efficiency of daily routes.
ONE-WAY FARE	$2.00 to load vehicle and $1.00 for every mile thereafter. Registered riders are allowed one personal care attendant (PCA) or companion at no additional charge. Additional PCAs or companions are limited to the vehicle capacity and must pay the full applicable fare. This includes children of all ages.
RIDER ELIGIBILITY	The participating sponsors of Ride DuPage or their respective designee(s) determine rider eligibility for their constituents.
RIDER REGISTRATION	The participating sponsors of Ride DuPage shall submit registration forms to the Pace call center through an email box designated by Pace. Pace shall enter registrations within three to five business days after receipt. Pace shall maintain a database of registered riders. Riders must be registered to use the Service.

EXHIBIT B
SERVICE AREA MAP

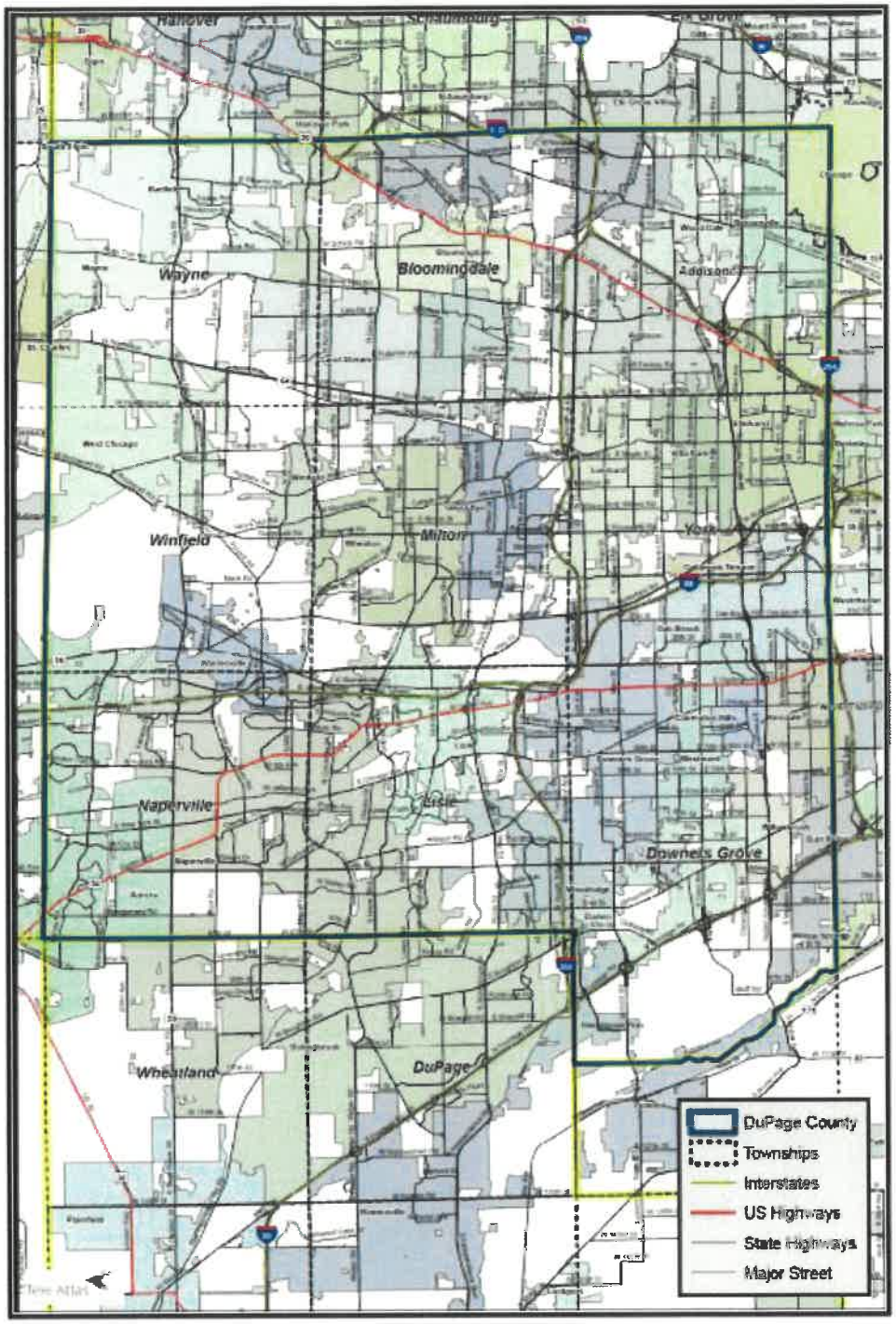


EXHIBIT C
REPORTS DESCRIPTION

The following is a description of the reports available for the Project:

1. **Detailed Funding Source Report**

   This report is a detailed listing of one-way trips delivered for each funding source for a specified period of time. Data provided for each trip will include associated trip data, such as rider name, scheduled pick-up time, actual pick-up time, point of origin address, destination address, funding sources, total cost of the trip, fare for the trip, distance of the trip, and revenue hours (if applicable). The report period is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the report user.

2. **Monthly Funding Source Invoice Report**

   This report is a summary of trips delivered for each funding source for the purpose of generating an invoice type report which may be used to bill funding sources for transportation provided. The report is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods specified by the report user.

   Data provided for each trip will include associated trip data necessary to provide an accounting of the amount owed by each funding source for the specified period, such as the number of one-way trips by fare type, total cost of the trips, total expected fare, liquidated damages deducted, and the total net reimbursement.

3. **Missed Trip Report**

   This report produces a list of all trips picked up 61 or more minutes after the scheduled time. Sufficient detail will be provided to identify the trip and to give the report user the necessary information for review.

4. **On-Time Performance Report**

   This report (late pickups) produces a list of all trips picked up 31 or more minutes late. Sufficient detail will be provided to identify the trip and to give the report user the necessary information for review.

5. **Ridership by Category Report**

   This report is a summary, by funding source, indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.

6. **Client Trip List Report**

   This report is a detailed listing, alphabetically by rider last name, of all trips provided during the specified period. Data included for each trip is rider name, pick-up address, drop-off address, fare type, and funding source.

NOTE: Pace, in its sole discretion, may design additional reports as needed.

RESOLUTION NO. 2025-__

A RESOLUTION APPROVING AN ADDENDUM TO THE AGREEMENT WITH BS&A SOFTWARE, LLC FOR THE LICENSE AND IMPLEMENTATION OF MUNICIPAL ENTERPRISE PLANNING RESOURCE SOFTWARE

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, on January 15, 2024, the City entered into an agreement with BS&A Software, LLC (***"BSA"***) to license, implement, configure, and provide training and support for the BS&A Software (collectively, the ***"BSA Software"***) as the Enterprise Resource Planning software (***"ERP Software"***) for the City (***"Agreement"***); and

WHEREAS, the City has identified the need to obtain payment processor software and services that allow customers to make electronic payments to the City online (collectively, the ***"Payment Processor Services"***); and

WHEREAS, BSA submitted a proposal to provide the Payment Processor Services, which will be integrated with the BSA Software, for specified fees on a per-transaction basis; and

WHEREAS, the City and BSA desire to enter into an addendum to the Agreement for the provision of the Payment Processor Services (***"Addendum No. 1"***); 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 Addendum No. 1 to the Agreement with BSA for the Payment Processor 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 Resolution.

SECTION 2: Approval of Addendum No. 1. Addendum No. 1 to the Agreement with BSA for the Payment Processor Services is hereby approved in the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Administrator and the City Attorney.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the final Addendum No. 1 only after receipt by the City Administrator of at least two executed copies of the Addendum No. 1 from BSA; provided, however, that if the City Administrator does not receive such executed copies within 60 days after the date of adoption. of this Resolution, then this authority to execute and seal the Addendum No. 1 shall, at the option of the City Council, be null and void.

SECTION 4: Effective Date. This Resolution 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

#55956357_v1

EXHIBIT A

ADDENDUM NO. 1

Integrated Payments Addendum

This Addendum ("**Addendum**") supplements the Customer Agreement entered into by and between BS&A Software, LLC ("**BS&A**") and the City of Warrenville("**Customer**") ("**Agreement**").

1.1 BS&A provides a payment processing service module that allows Customer to receive in-person and online payments that directly integrates with the BS&A ERP platform ("BS&A Payment"). Customer desires to implement and use BS&A Payment in conjunction with the ERP platform provided to Customer pursuant to the Agreement. The Addendum modifies the Agreement to add BS&A Payment module and add supplemental terms related specifically to BS&A Payment.1. Payment Processing Services. **Processor Agreements**. In order to provide BS&A Payment to Customer, BS&A contracts directly with a payment processor (**"Processor"**) that facilitates transactions through credit cards, bank accounts, and NACHA (**"Payment Processing Services**"). BS&A will designate a Processor, which may change from time to time. As of the effective date of this Addendum, the Processor is Stripe, Inc. (**"Stripe"**). Customer will have no contractual relationship with Stripe. BS&A will directly manage the relationship with and the provision of BS&A Payment for the Customer (or merchant for the purposes of the payment transactions) and will directly manage BS&A's relationship with Processor. BS&A is responsible to Customer for all customer services and technical support related to BS&A Payment and is responsible for all legal and financial compliance or other obligations imposed by Processor related to the BS&A Payment and the Payment Processing Services. Customer understands that the use of BS&A Payment requires the use of the Payment Processing Services and that the Payment Processing Services must be provided by BS&A in accordance with its contracts with Stripe, including the Stripe Connected Account Agreement, the Stripe Privacy Policy, and other terms and conditions of Stripe, as each may be updated or modified by Stripe from time to time (collectively, the "**Stripe Agreements**"). Customer understands that the Stripe Agreements are solely between BS&A and Stripe, and the Payment Processing Services are provided solely by Stripe (or other Processor designated by BS&A).

1.2 **Customer Information and onboarding**. Customer will follow the onboarding procedures and policies provided by BS&A and Stripe (as may be amended from time to time), and Customer will provide all requested information reasonably requested by BS&A. All information provided by Customer to BS&A must be truthful and accurate. Customer acknowledges that Processor has the ultimate decision whether to provide the Payment Processing Services for Customer.

1.3 **Transaction Processing and Settlement**. Transactions involving Customer's goods or services which are processed through the Payment Processing Services pursuant to this Addendum ("**Transactions**") are processed by Processor, not BS&A. Stripe (or its partner banks) will settle transaction proceeds to Customer's designated bank account in accordance with the Stripe Agreements. Customer acknowledges and agrees that its processed Transactions may be deposited into to a pooled account held for the benefit of Customer and other customers of BS&A held at any financial institution so that such funds may be combined and aggregated with other funds that are ultimately settled to Customer by such financial institution. Customer understands and agrees that BS&A does not process, receive, or hold Customer funds at any time and that BS&A is not a bank, money transmitter, or other money services business (as such terms are defined by the Bank Secrecy Act or any state law). To the extent BS&A is deemed to hold or receive funds (constructively or otherwise) of any customer of Customer at any point in time, Customer hereby appoints BS&A as its non-fiduciary agent for the limited purpose of collecting, receiving, holding, and settling funds from Customer's customer (the cardholder) on Customer's behalf. In such event, such funds shall be deemed received by Customer upon receipt by BS&A and shall satisfy the cardholder's obligation to Customer in connection with the Transaction for the goods or services sold by Customer. If BS&A fails to remit such funds to Customer, Customer's sole recourse for such event is solely against BS&A and not against the cardholder or the

cardholder's financial source.

1.4 Data Usage and Sharing. Customer authorizes BS&A to (a) access and receive data relating to the Stripe Connected Account (as such term is defined in the Stripe Agreements) that is necessary in order to complete the Payment Processing Services, including Transaction and usage data and other data about the Stripe Connected Account; (b) share data regarding the Stripe Connected Account, related activity and other Customer data with Stripe only as strictly necessary to perform the Payment Processing Services; and (c) issue instructions to Stripe regarding transactions and funds processed by Stripe. Customer agrees to complete and submit any additional authorization forms or other such documentation as reasonably requested by BS&A or Stripe. All customer data held by BS&A will be stored in accordance with the Agreement. Customer Confidential Information, as defined in the Agreement, shall be governed by the terms of the Agreement.

2. Payment Terms

2.1 Fees. The fees for utilizing BS&A Payment will be as set forth in Schedule A of this Addendum (**"Processing Fees"**) and will be automatically debited by BS&A via ACH from the depository account designated by Customer that is on file with BS&A ("**Customer Account**"). There will be no cost for the professional services required for implementation, setup, or monthly service. There are no costs or fees for or associated with PCI compliance, chargebacks, recurring payments, or reconciliation tools. BS&A's sole compensation for the provision of BS&A Payments are the Processing Fees. Customer hereby authorizes BS&A, Processor, their financial institutions and any of their assignees to collect the Processing Fees and any undisputed liabilities arising under this Addendum by debiting funds from the Customer Account in accordance with the terms of this Addendum ("**ACH Debit Authorization**"). All payments are non-refundable. If Customer fails to make any payment when due (or any ACH Debit of the Customer Account is returned or rejected for any reason), late charges will accrue as permitted pursuant to Section 7.1 of the Agreement. For clarity, any fees or payment terms that may be posted on Stripe's website for Stripe's direct customers are not applicable – Customer will not owe any fees or costs to Processor as a result of this Addendum. All fees are exclusive of any applicable taxes, unless otherwise provided. Customer agrees that all ACH Transactions authorized pursuant to this authorization comply with all applicable laws and with the Network Rules (including the Nacha Operating Rules). Notwithstanding anything to the contrary in the Agreement, fees for the Payment Processing Services can be amended upon thirty days notice to Customer.

2.2 Disputes. If Customer believes that there is an error in any statement provided by BS&A or any information reported by BS&A regarding a transaction, or any error made in the amount of a payment or settlement, Customer must notify BS&A within sixty (60) days of Customer's receipt of the statement or payment containing the error or it will waive such claim.

2.3 Tax Reporting. BS&A may send documents to Customer and the Internal Revenue Service (IRS) or other tax authority for transactions processed using the BS&A Payment. BS&A may have tax reporting responsibilities in connection with the Payment Processing Services such as an Internal Revenue Service report on Form 1099-K (which reports Customer's gross Transaction amounts each calendar year to the IRS), or state or other taxing authority requirements. Customer acknowledges that BS&A or Stripe (as determined in their sole discretion) will report the total amount of Transactions received by Customer in connection with the use of BS&A Payment via the Payment Processing Services each calendar year as required by the taxing authorities. Customer will cooperate with BS&A and Stripe in providing accurate and complete tax reporting information, including any other information that may be required by the taxing authorities to fulfil tax reporting described herein. Customer represents and warrants that all information that it submits for tax reporting purposes is complete and accurate to the best of its

knowledge, and that BS&A and Stripe may rely on all such information submitted by Customer. Customer agrees that neither Stripe nor BS&A will be liable for any penalty or other damages stemming from any 1099-K form that is issued incorrectly if it comports with the information provided by Customer, and neither Stripe nor BS&A will have any obligation to verify the legal name or tax ID number for reporting purposes. Customer understands and agrees that BS&A and Stripe may submit tax reporting information exactly as provided by Customer. Notwithstanding the foregoing, BS&A or Stripe may in their sole discretion investigate or validate any tax reporting information or other information submitted by Customer.

2.4 Electronic Delivery of Tax Documents. In connection with the tax reporting activities described above, Customer may elect to receive electronic delivery of the referenced tax-related documents from BS&A or Stripe, including through BS&A's platform or another online portal whereby Customer can access and download the applicable statements. If Customer elects to receive tax documents electronically, it will provide such consent by clicking an "I Accept" or similar button or checking a box captioned with acceptance and consent language ("**Tax E-Delivery Consent**"). The Tax E-Delivery Consent will remain in effect until withdrawn by Customer. The Tax E-Delivery Consent may be printed or downloaded. If Customer does not specifically consent to the electronic delivery of tax-related documents, Customer will receive paper copies of all required tax-related documents, including Form 1099-K. BS&A or Stripe will notify Customer once the applicable tax forms become available via the email address BS&A has on file for Customer.

3. Compliance

3.1 Laws and Rules. Customer and BS&A each agrees to comply at all times with all applicable laws and regulations as well as the rules and regulations of all applicable payment networks ("**Network Rules**"), including industry standards such as the Payment Card Industry Data Security Standards ("**PCI-DSS**"). Additional data protection standards and policies which Customer and BS&A must comply with are set forth in the Stripe Agreements. Furthermore, Customer and BS&A each acknowledge and agree that they are fully responsible for all acts and omissions of their respective employees, contractors, and agents and will ensure their compliance with all laws and Network Rules as well as their other obligations under this Addendum and the Stripe Agreements.

3.2 Customer's Business. Customer understands that any Transactions are between Customer and its customer (the cardholder), and any issues relating to a Transaction are solely between Customer and the cardholder. Customer is solely responsible for all liabilities associated with Customer's handling of its Transactions, including without limitation with respect to chargebacks, refunds, identity theft, fraud, a sponsor bank, the card networks or any third party. Customer is responsible for determining what, if any, taxes apply to the goods and services Customer provides to its cardholders and the payments Customer makes or receives, and it is Customer's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Customer will comply with any and all applicable tax laws, including those in connection with Transactions.

3.3 Prohibited Activities. Customer will not use BS&A Payment for any activity prohibited by Stripe, including but not limited to those activities listed in the section of Stripe Services Agreement titled "Services Restrictions" or those activities listed in the Stripe Restricted Businesses List; provided that Customer has received advance written notice of such prohibitions. Customer shall not use BS&A Payment to conduct a Restricted Business or transact with a Restricted Business. Customer may not use BS&A Payment in breach of the Connected Account Agreement or for any activity that applicable law or the Stripe Agreements prohibit, provided that Customer has received advance written notice of prohibitions imposed by Stripe.

3.4 Fraud Monitoring. BS&A and Stripe may monitor Transactions for the purpose of determining fraudulent activity and whether Customer is in good standing. Such monitoring if conducted, will be for the benefit of BS&A and/or Stripe only. BS&A does not have any obligation to monitor Transactions for fraud on Customer's behalf. Based on BS&A's methods, which are subject to change without notice, BS&A may decide to suspend Customer's access to the Payment Processing Services, or in other ways limit Customer's privileges related to BS&A Payment to the extent BS&A deems necessary or useful to prevent fraud or losses. Without limiting the foregoing, BS&A may delay, in its sole discretion, or at the direction of Stripe sending instructions on Customer's behalf if BS&A reasonably believes that Customer's instructions may involve fraud or misconduct, or violate applicable law, rule, regulation, order, this Addendum, or other applicable BS&A or Stripe policies, as determined by BS&A or Stripe in their sole and absolute discretion.

3.5 Cardholder Fee Programs. If Customer elects to impose a fee on cardholders with respect to Transactions (including a surcharge for credit cards, a convenience fee, service fee or other similar type of fee) or implement a discount based on the type of payment method used for a Transaction (including cash, check, or ACH) (collectively, "**Cardholder Fee Program**"), Customer must first seek approval from BS&A, which BS&A will not unreasonably withhold. Customer is solely responsible for its compliance with all applicable Network Rules and all present and future federal and state laws and regulations relating to any such Cardholder Fee Program and any required consumer disclosures related thereto. Although BS&A may, in its discretion, assist Customer with disclosures and practices relating to such Cardholder Fee Programs, BS&A's provision or approval of any materials or practices shall not be deemed a confirmation that such materials or practices comply with the Network Rules or applicable law and shall not in any way relieve Customer from its responsibility to ensure that all program materials and practices comply with the Network Rules and applicable law. Customer must provide BS&A with at least at thirty (30) days prior written notice before implementing (or announcing publicly that it intends to implement) any Cardholder Fee Program that would be considered a surcharge program under the Network Rules.

4. Chargebacks

4.1 Chargebacks. If BS&A determines in its sole discretion that Customer is incurring excessive chargebacks, BS&A may establish controls or conditions governing Customer's use of the Payment Processing Services, including without limitation, by (a) instructing Stripe to require a reserve, (b) instruct Stripe to delay payouts, and/or (c) terminating this Addendum and access to BS&A Payment. Notwithstanding anything to the contrary herein, for any Transaction that results in a chargeback, BS&A may direct the withholding of the chargeback amount and any associated fees. Customer authorizes BS&A to deduct or debit the amount of any chargeback and any associated fees, fines, or penalties assessed by a third party, from Customer's Account or offset from any amounts otherwise due to Customer. Further, if BS&A reasonably believes that a chargeback is likely with respect to any Transaction, BS&A may instruct Stripe to withhold the amount of the potential chargeback from payments otherwise due to Customer until such time that: (a) a chargeback is assessed, in which case BS&A will retain the funds; (b) the period of time under applicable law or Rule by which the cardholder may dispute the Transaction has expired; or (c) BS&A determines that a chargeback on the Transaction will not occur, in which case BS&A will instruct the release of the withheld funds to Customer. If BS&A is unable to recover funds related to a chargeback for which Customer is liable, BS&A may set off or debit Customer's Account for the full amount of the applicable chargeback upon written notice to the Customer, or, if BS&A is unable to do so, Customer shall pay BS&A the amount of such chargeback and any associated fees, fines or penalties immediately upon demand. Customer will pay all costs and expenses, including without limitation attorneys' fees, other legal expenses, and handling fees incurred by or on behalf of BS&A in connection with the collection of all

chargebacks. This section will survive termination of this Addendum. Additional chargeback terms and requirements are set forth in the Stripe Agreements.

4.2 Chargeback Monitoring and Resolution Policy

To ensure seamless payment processing and protect both the municipality and its residents, BS&A Payments will monitor chargeback activity regularly. Below are the terms and guidelines related to chargebacks:

4.2.1 Chargeback Threshold

4.2.1.1 Customer's account is subject to regular monitoring for chargeback activity. Chargeback volume exceeding 0.5% of total monthly Transaction volume or 1% of total monthly Transaction count will be considered excessive and may trigger a review.

4.3 Excessive Chargeback Procedures

4.3.1 If chargebacks exceed the stated thresholds, BS&A Payments will:

4.3.1.1.1 Notify Customer promptly of the excessive activity.

4.3.1.1.2 Provide a detailed report on chargeback trends, including potential causes and actionable insights.

4.3.1.1.3 Collaborate with Customer to identify and resolve underlying causes, such as billing errors or resident education gaps.

4.4 Remedial Actions

4.4.1 To mitigate excessive chargeback activity and maintain compliance with card network regulations, BS&A Payments may recommend or require Customer to:

4.4.1.1 Implement educational materials for residents on the payment process and dispute resolution.

4.4.1.2 Adjust billing practices to reduce resident confusion or errors.

4.4.1.3 Utilize enhanced fraud prevention or validation tools available through BS&A Payments.

4.5 Good Faith Review Process

4.5.1 BS&A Payments is committed to working collaboratively with the municipality to address chargeback concerns without disrupting services. Excessive chargeback activity will not result in immediate penalties but may require corrective actions to maintain processing capabilities.

4.6 Compliance with Payment Network Rules

4.6.1 As required by card networks and industry standards, excessive chargeback activity could lead to additional scrutiny or fees imposed by the card networks. BS&A Payments will notify Customer of any such developments and assist in resolving the issue.

4.7 Investigations. BS&A is not obligated to intervene in any dispute arising between Customer and cardholders; provided, however, that BS&A will provide information requested by Customer necessary

to resolve disputes with cardholders. Notwithstanding anything to the contrary herein, if BS&A needs to conduct an investigation or resolve any pending dispute related to chargebacks or Transactions, Customer will assist BS&A when requested, at Customer's expense, to investigate such Transactions. Customer will timely submit all applicable information, documentation, or evidence related to such chargeback to BS&A, within the reasonable timeframe instructed by BS&A, necessary for BS&A to meet card network timelines for submitting evidence and responding to a chargeback. Customer authorizes BS&A to share information about a chargeback with the cardholder, the cardholder's financial institution and Customer's financial institution in order to investigate or mediate a chargeback. BS&A will request necessary information from Customer to contest the chargeback. If a chargeback dispute is not resolved in Customer's favor by the card network or issuing bank or Customer chooses not to contest the chargeback, BS&A may recover the chargeback amount and any associated fees. Customer acknowledges that its failure to assist BS&A in a timely manner when investigating a Transaction, including providing necessary documentation within the time period specified in BS&A's request, may result in an irreversible chargeback. BS&A will charge a fee as set forth in the applicable price schedule for mediating or investigating chargeback disputes, in addition to any other chargeback fees set forth in this Addendum or the Agreement, if applicable. If BS&A reasonably suspects that the Customer's access to the BS&A platform or Payment Processing Services has been used for an illegal purpose, Customer gives BS&A express authorization to (but understands that BS&A is not obligated to) suspected access or use to law enforcement.

5. Liability

5.1 Indemnification.

5.1.1 In addition to the indemnification obligations under the Agreement, Customer will indemnify and hold harmless BS&A and its officers, affiliates, and representatives from and against any and all third party losses, damages, claims, assessments, chargebacks, fees, and other amounts incurred to the extent directly and solely arising out of or in any way related to: (a) Customer's breach of any of its representations, warranties or covenants in this Addendum; (b) Customer's violation or non-compliance with any applicable law, rule, regulation, order, or Network Rules (including non-compliance of PCI-DSS); (b) all Merchant Losses (as defined in the Stripe Agreements); (c) Customer's implementation of a Cardholder Fee Program; and (d) Customer's gross negligence or willful misconduct.

5.1.2 In addition to the indemnification obligations under the Agreement, BS&A will indemnify and hold harmless Customer and its officers, affiliates, and representatives from and against any and all losses, damages, claims, and other amounts incurred resulting from third party claims to the extent directly and solely arising out of: (a) BS&A's breach of any of its representations, warranties or covenants in this Addendum or of its agreement with the Processor; (b) BS&A's violation or non-compliance with any applicable law, rule, regulation, or order; and (c) BS&A's gross negligence or willful misconduct.

5.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS, BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BS&A IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR BS&A'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BS&A'S TOTAL CUMULATIVE LIABILITY ARISING OUTOFOR RELATED TO THIS ADDENDUM EXCEED IN THE AGGREGATE THREE TIMES THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE TWELVE

(12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. FOR THE AVOIDANCE OF DOUBT, THE PARTIES AGREE AND ACKNOWLEDGE THAT ANY ASSESSMENT, FINE, PENALTY, FEE, OR OTHERWISE IMPOSED BY STRIPE, A BANK, A CARD NETWORK OR A GOVERNMENT AGENCY OR REGULATOR WILL BE DEEMED TO BE A DIRECT DAMAGE AND NOT INDIRECT, CONSEQUENTIAL, OR INCIDENTAL.

5.3 Force Majeure. Neither Party is responsible for any delay or failure in performing its obligations under this Addendum, in whole or in part, for any cause or circumstance outside its reasonable control, including, without limitation: fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, pandemics, transportation, utilities, services or supplies, governmental action, computer viruses, corruption of data, failures of Processor or other third party provider, DDoS or other computer attacks, incompatible or defective equipment, software, or services, or otherwise.

6. Term and Termination

6.1 Term. This Addendum will be effective on the date that it is executed by both Parties, upon which BS&A will diligently perform the professional services set forth on the Statement of Work attached to, and made a part of, thus Addendum as Attachment 1, until they are completed. BS&A will provide the Payment Processing Services pursuant to BS&A Payment commencing upon completion of Phase 4 as set forth on the Statement of Work as determined by Customer and will continue for one (1) year ("**Initial Term**") unless earlier terminated in accordance with this section. This Addendum will automatically renew for consecutive one (1)-year renewal terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either party gives the other party written notice of non-renewal no less than sixty (60) days before the end of the then-current Term.

6.2 Termination. This Addendum will automatically terminate upon termination of the Agreement. Customer may terminate this Addendum or the entire Agreement in accordance with the Agreement.

6.3 Termination by BS&A. In addition to the termination rights set forth under the Agreement, BS&A will have the right to terminate this Addendum immediately, with or without notice unless otherwise explicitly stated otherwise, for: (a) Customer breaches any provision of this Addendum after Customer fails to cure the breach within 30 days of written notice of such breach, or any Stripe Agreements; (b) Customer or its employees and agents use the Payment Processing Services in a manner inconsistent with the intended purpose; (c) Customer or its employees and agents violate any applicable laws or Network Rules; (d) BS&A is required to terminate this Addendum by Stripe, government agency, payment network, or other regulator, provided that BS&A will provide as much notice as practicable to Customer for termination under this subsection (d). BS&A will not be liable to Customer or other third party for termination of the Payment Processing Services for any reason set forth in this Section 6.3. Upon the termination of the Stripe Agreements or the Stripe Connected Account for any reason, and BS&A has not designated another Processor, this Addendum will automatically terminate.

6.4 Effect of Termination. The termination of this Addendum will not affect any of the Party's' rights or obligations arising under this Addendum or the Agreement. After termination of this Addendum, Customer shall continue to be liable for all chargebacks, refunds, fees, card network liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Addendum. The termination of Customer's access to Payment Processing Services will be effective upon the effective date of the termination. Customer authorizes BS&A to notify Stripe of any termination of this Addendum.

7. General

7.1 Precedence and Effect. Any inconsistency, conflict, or ambiguity between these Addendum

and the Agreement will be resolved by giving precedence and effect to this Addendum, but only to the extent of the inconsistency, conflict, or ambiguity. Other than as expressly amended by this Addendum, all other provisions of the Agreement will remain in full force and effect and apply to and govern the services and software provided pursuant to this Addendum, including, without limitation, the Support Call Process attached to the Agreement as Exhibit C

7.2 Amendments. Except as set forth below in this section, this Addendum may only be amended with the written consent of both parties. Notwithstanding the foregoing, BS&A reserves the right to amend this Addendum without the consent of Customer if such amendment is required to comply with applicable laws, Network Rules or the directives of the Processor or any payment network. BS&A will notify Customer within 15 days after and will use reasonable efforts to give Customer thirty (30) days' prior notice of any such amendment. Additionally, during the Term and upon at least 30 days' prior written notice, BS&A may amend this Addendum to pass through increases in third party costs and fees, charged by the Processor or the, payment networks. BS&A may amend this Agreement other than as indicated herein, including applicable fees and rates applicable for the next Renewal Term by providing written notice to Customer no less than 120 days before the end of the then-current Term.

7.3 Dispute Resolution. The dispute resolution provisions of the Agreement, including the choice of law and venue will apply to any and all disputes or claims arising under this Addendum.

7.4 Counterparts. This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature shall be accepted as an original for all purposes. This Addendum may be executed and delivered by electronic means (including click-to-accept) and the parties agree that such electronic execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic signatures as evidence of the execution and delivery of this Addendum to the same extent that an original signature could be used.

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Tax E-Delivery Consent

Please read this information carefully and print or download a copy for your files.

Consent to Electronic Delivery of Tax-Related Documents

By executing the Addendum or otherwise accepting this Tax E-Delivery Consent ("**Consent**"), you acknowledge that you have read and understand the terms of this Consent, and you affirmatively elect and consent to receive tax-related documents in connection with the Payment Processing Services ("**Tax Documents**"), including but not limited to IRS Form 1099-K, via electronic delivery.

This Tax E-Delivery Consent ("**Consent**") is effective until withdrawn in the manner described below. You understand you will **NOT** receive hard (paper) copies of Tax Documents unless and until such withdrawal.

This is your copy of the Consent. Please print, download, and save a copy of this Consent for your records.

Electronic Delivery

You agree that BS&A may deliver Tax Documents to you in any of the following ways:

(a) via email at the email address BS&A has on file for you; and/or

(b) via an online interface which allows you to view and download the Tax Documents. For example, such interface may be provided through your account or profile on the BS&A services, if applicable. If Tax Documents are provided via the BS&A services or other online interface, BS&A (or its processor or service provider, as applicable) will notify you via email once each Tax Document becomes available.

Additional or Substitute Paper Copies

In addition to obtaining electronic copies, you may also request paper copies of your Tax Documents by contacting BS&A at the contact information provided below. Note that requesting a paper copy of Tax Documents will be considered a one-time request and will not be considered a withdrawal of this Consent. You must formally withdraw this Consent in the manner described below to begin regularly receiving paper copies of Tax Documents on a going-forward basis.

For information that is required by law to be sent to you, including Form 1099-K and other Tax Documents, as applicable, if BS&A receives notice that an email is undeliverable due to an incorrect or inoperable email address, or if BS&A is otherwise unable to deliver your Tax Documents via electronic means, BS&A will attempt to send such information via U.S. Postal Service to the mailing address BS&A has on file for you.

Notification of Change of Tax Information or Email

You must notify BS&A promptly if your email address used to receive Tax Documents, notifications, or other account information changes. You must also notify BS&A promptly of any relevant change in your information as it appears on your Form W-9, including your name, address, or taxpayer identification number. BS&A must have such information exactly as it appears on your Form W-9 in order to properly fill out and issue your Form 1099-K.

By agreeing to this Consent, you agree to notify BS&A promptly of any such change, by contacting BS&A by mail or email at the contact information provided below

Withdrawal or Termination this Consent

You may withdraw this Consent at any time by providing written notice of withdrawal to BS&A by mail or email at the contact information provided below. In each case, you must state that you are withdrawing consent to paperless delivery of tax-related documents, and you must provide your name and taxpayer identification number exactly as they appear on your IRS Form W-9.

You understand that withdrawal of this Consent is prospective only; withdrawal ensures that future Tax Documents will be delivered to you in paper, but does not apply to any Tax Document that has already been furnished to you electronically. BS&A may take up to 10 business days after receipt of your withdrawal to process your request.

In addition, BS&A reserves the right to terminate this Consent and stop electronic delivery of Tax Documents at any time by giving notice to you. If BS&A does so, BS&A will send future Tax Documents as paper copies, via mail.

System Requirements

To access Tax Documents electronically, you need a computer system or mobile device that, at minimum, has the following features and capabilities:

- internet access;
- browser software (at least 128-bit encryption, JavaScript enabled);
- application that can read and display PDF files;
- sufficient hardware necessary to support the above features, including sufficient storage to download and retails files to keep a copy for your records; and
- printer (if you want to print a hard copy).

By agreeing to this Consent you certify that your computer system or mobile device meets these hardware and software requirements.

Contact BS&A

You may contact BS&A by mail or email to update your Form W-9 information or to withdraw this Consent at:
BS&A Software, LLC

- 14965 Abbey Ln, Bath Twp, MI 48808
- payments@bsasoftware.com

Signature: _____

Name: _____

Signature: _____

Name: _____

Schedule A – Payment Processing Services & Fees

Service	Fee
Payment Processing Implementation	$0
Monthly Account Fee	$0
Gateway	$0
PCI DSS	$0
Tokenization	$0
Chargeback / Dispute Management	$0
Real-Time ACH Validation	$0
Real-Time Transaction Fraud & Risk Monitoring	$0
Text – to – Pay	$0
IVR	$0

Credit Card – Visa, Mastercard, Discover, American Express – Pass-Through to Payor		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.95%	$0.50
Tax	2.80%	$0.50
Misc.	2.95%	$0.50

Credit Card – Visa, Mastercard, Discover, American Express – Absorbed by Municipality		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.80%	$0.50
Tax	2.80%	$0.50
Misc.	2.80%	$0.50

ACH – Pass-Through to Payor	
Transaction Amount	Fee per Transaction
$0 - $1,000	$3.00
$1,001 - $5,000	$6.00
$5,001 +	$12.00

ACH – Absorbed by Municipality	
Transaction Amount	Fee per Transaction
$0 - $1,000	$1.50
$1,001 - $5,000	$3.00
$5,001 +	$6.00

Device	Price	No. of Devices	Total
S700 Terminal	$350 each (Includes Tax & Shipping)		$

Payment Type	Accept Payments Using This Method
Online with BS&A Online	
Text-to-Pay	
IVR Phone Payments	
Counter with Cash Receipting	

Type	Pass Through to Payor	Absorbed by Municipality
Credit Card Fees - Online		
Credit Card Fees - Text		
Credit Card Fees - IVR		
Credit Card Fees - Counter		
ACH Fees - Online		
ACH Fees - Text		
ACH Fees - IVR		

ATTACHMENT 1

STATEMENT OF WORK

1. Contact List

2. Project Overview, Objectives, and Scope

Project Overview
This Statement of Work (SOW) outlines the scope, deliverables, timelines, and resources required for the implementation of BS&A Payments for the City of Warrenville. The project will be executed in two phases:

1. **Phase 1**
   - Onboard new Stripe Accounts
   - Configure and deliver credit card terminal(s)
2. **Phase 2**
   - Go-Live with BS&A Payments within Cash Receipting
   - Go-Live with BS&A Payments within BS&A Online

This document aims to define clear deliverables and expectations for the successful deployment of the BS&A Payments.

Project Objectives
The objective of this project is to implement a new Payment system by integrating new functionalities, increasing operational efficiency, and aligning the organization with modern best practices.

Project Scope
2.1 Phase 1: Onboarding new Stripe Accounts - Scope of Work

In Phase 1, the following key activities will be undertaken:

- New Stripe accounts will be created to establish a link between Stripe and the City's bank accounts. This will allow successful payments to be deposited to the correct locations.
- The City will receive their configured credit card terminal(s) prior to the go-live date.

The deliverables in this phase include:

- Completely onboarded Stripe accounts with the proper user access
- Configured credit card terminal(s)

2.2 Phase 2: BS&A Payments Go-Live - Scope of Work

In Phase 2, the following key activities will be undertaken:

- BS&A Cloud will be configured with the Stripe accounts created in Phase 1
- BS&A Cloud will be configured with the credit card terminal(s) configured in Phase 1

The deliverables in this phase are listed below and will be completed by day 3 of ERP go-live:

- Fully configured BS&A Cloud database that can accept over the counter payments using the supplied credit card terminals and configured receipt printers.
- Live BS&A Online resident facing website where online payments can be made for Accounts Receivable, Business Licensing, Building Department and Utility Billing.

3. Delivery Method

This section describes the method that BS&A Software will use to deliver this project to the City of

Warrenville. This method is described in terms of the generalized approach.

3.1 Generalized Approach

BS&A Software will use the following five-phase approach to fulfill the needs of City of Warrenville:

- **Phase 1 – Plan**
  This phase immediately follows the execution of the Agreement package, including this Statement of Work. The primary tasks of this phase encompass the project kickoff, discovery, and solution design.

- **Phase 2 – Build**
  During this phase, Stripe Accounts and terminals are configured to the needs of the City.

- **Phase 3 – Deploy**

This phase includes the configuration of BS&A Cloud and BS&A Online.

- **Phase 4 – Care**

This phase provides a formal conclusion of the project and the handover to BS&A's support team. As we near the point of transitioning to support, BS&A ITS will train the City team on the process for electronically submitting help requests. BS&A ITS personnel will also schedule an introductory call with one of our support team leaders. During this call we will introduce City personnel and walk through the procedures for reporting and escalating issues. Full transition to support will not occur until all outstanding issues have been addressed and accepted by the City.

CITY OF WARRENVILLE
Request for Proposals (RFP)

FOR THE PURCHASE AND COMMERCIAL/RESIDENTIAL REDEVELOPMENT OF A CITY-OWNED TRACT OF LAND AT WARRENVILLE ROAD AND BATAVIA ROAD

ISSUE DATE:	**April 10, 2025**
PROJECT:	**Old Town Redevelopment Site #2 Redevelopment**
ISSUING ENTITY:	**City of Warrenville** **3S258 Manning Avenue** **Warrenville, IL 60555**
CONTACT:	**Kristine Hocking,** **Assistant Community Development Director** **khocking@warrenville.il.us** **630.836.3066**
PROPOSAL DUE DATE:	**May 16, 2025**
RETURN PROPOSALS TO:	**City of Warrenville** **ATTN: Kristine Hocking** **3S258 Manning Avenue** **Warrenville, IL 60555**

The City of Warrenville, Illinois ("City") invites developers to submit their proposals for the purchase and development of the vacant tract of land owned by the City at the northeast corner of Warrenville Road and Batavia Road (the "Property"). The Property contains approximately 2.38 acres and is comprised of 4 separate parcels with the following permanent index numbers 04-35-403-009, -010, -011, and -021.

TABLE OF CONTENTS

OVERVIEW 1

CITY GOALS FOR REDEVELOPMENT OF PROPERTY 2

PROPERTY DETAILS 3

ZONING, EXISTING IMPROVEMENTS, UTILITIES, ENVIRONMENTAL REMEDIATION, SPECIAL MANAGEMENT AREAS

SUBMITTAL OF LETTER OF INTENT 6

SUBMITTAL OF PROPOSALS 7

APPENDIX A – OLD TOWN REDEVELOPMENT PREFERRED PLAN
APPENDIX B – AS-BUILTS
APPENDIX C – ORDINANCE O2024-603

VARIATIONS, CCRE, AND FINAL PLAT OF SUBDIVISION

Preferred Site Plan

OVERVIEW

Since 2020, the City of Warrenville's population has increased by 12 percent. New residents are drawn to Warrenville's natural areas, trails, outstanding schools, and convenient location from which to explore the region. Upon arrival, residents learn about the city's rich community history and appreciate the sustainable approach of its leaders, who prioritize responsible development that aligns with and enhances the city's identity as "Warrenville Naturally".

The community has a spirit that is celebrated at a wide variety of events and activities. Citizens gather frequently to celebrate with one another. Warrenville also has a thriving entrepreneurial base of self-starters. The engaged and connected community experience, as well as energetic and healthy economy, is reflected in Warrenville's Strategic Plan that prioritizes providing opportunities for residents to connect.

The Property available for redevelopment is special and the perfect place to connect. Located in the heart of the community, the site has an incredible opportunity to serve as a focal point for Warrenville and a destination for visitors. This site will showcase the selected developer's ability to create a place – an economic activity center – a place for commerce, connection and living. The Property's compact size is perfect for small businesses and entrepreneurs. Its open views of the West Branch of the DuPage River, connections to regional trails, available on- and off-street parking, and proximity to established businesses and historical destinations make the site ideal for redevelopment.

Recognizing the Property is more than an ordinary piece of land, the City has made great efforts to prepare this site for successful redevelopment through acquisition, site remediation, entitlement approvals, and zoning. Warrenville welcomes the opportunity to collaborate with the selected developer to bring events such as pop-up markets and food trucks to the site to support the vitality of the development and its importance to the community.

Warrenville is ready and eager to have a developer move forward to complete the site transformation. A new development on this parcel will showcase all those traits that make the City of Warrenville special.

The Site boasts the following attributes:

- 3-Mile Total Population: 57,000
- 3-Mile Daytime Population: 75,000
- 3-Mile Median Household Income: $108,391
- Convenient access to I-88 (3-minute drive)
- Views and Access to the West Branch of the DuPage River
- Connections to regional trail network
- Charming setting surrounded by established businesses and community amenities
- A supportive community that has articulated its vision and is ready to move ahead

CITY GOALS FOR REDEVELOPMENT OF PROPERTY

The City is interested in selling the Property to an experienced developer that would redevelop the property with a high quality, unified, aesthetically attractive mixed-use development project that would realize the following goals and objectives.

City Goals and Objectives:

- Expand shopping and dining opportunities in the City and further expand the City's tax base.
- Enhance the character and vitality in the historical heart of the community.
- Complement the existing mix of uses in the surrounding area.
- Support small business development and expansion.
- Attract additional desirable private investment into the surrounding area.
- Improve pedestrian and bicyclist safety in the area.

Site-Specific Goals and Objectives:

- Development of multiple, small, two- and three-story mixed-use buildings with retail, commercial and office uses on the first floor and office and residential on the upper floors.
- New buildings located closer to the street and adjacent to outdoor plaza spaces like what one would expect to find in a more traditional downtown setting .
- Building design that is generally more traditional and inviting to pedestrians that also compliment the surrounding architecture.
- Incorporate sustainable best management practices and energy efficient buildings.
- Shared access and on-site parking improvements to serve the collective needs of new uses on the Property and the adjacent Warrenville Grove Animal Hospital and Voegtle properties. New on-site parking would be located to the side and rear of new buildings.

The City of Warrenville has made a commitment to realize the vision for this site and invested in plans, site redevelopment, and zoning detailed as follows:

- City's 2007 Old Town/Civic Center Subarea Plan
- City's 2013 Old Town/Civic Center TIF #3 Redevelopment Plan
- City's 2022 Preferred Specific Redevelopment Plan for the Site
- City's 2024 Warrenville By Design Zoning Overlay

The City has expended approximately eight hundred thousand dollars to acquire the Property, demolish and remove an obsolete and blighting gas station, and complete the environmental remediation of significant subsurface soil contamination on the Property (collectively, the "Extraordinary Redevelopment Expenses") in order to prepare the site for redevelopment in furtherance of the objectives of the Subarea Plan and the Redevelopment Plan.

Given the extraordinary redevelopment expenses incurred by the City to prepare the site and neighborhood for development, the City is not prepared to offer any financial incentive in the form of reimbursement of eligible project redevelopment costs within the area, but is only prepared to contemplate a conveyance of the Property in a manner that will provide for a comprehensive plan of redevelopment to revitalize the tax base and correct conditions of blight.

PROPERTY DETAILS

Current Zoning: The property is designed at Village Shopfront within the Warrenville by Design Mixed-Use & Middle Housing Overlay (adopted August 2024). This form-based code provides allows for a mix of uses, unique bulk standards, and façade and streetscape requirements to promote a walkable, mixed-use district with housing options while maintaining the area's "small town" character. The zoning was specifically created to clearly articulate the community vision for this are of Warrenville. The underlying zoning of the property is the B-4 Motorist Service District. When the B-4 Motorist Service District and Warrenville by Design regulations conflict, the Warrenville by Design regulations take precedence.

https://www.warrenville.il.us/DocumentCenter/View/27839/WBD-MU-Middle-Housing-Overlay-ADOPTED-20240805?bidId=

Comprehensive Plan Designation: The Property is located within the City's Old Town/Civic Center Subarea and Warrenville By Design Mixed Use & Middle Housing Overlay District.

The City adopted the Old Town/Civic Center Subara Plan, dated March 2007, (the "Subarea Plan") as a component of the City's overall comprehensive plan, to guide future development and redevelopment in the Old Town/Civic Center Subarea and on the Property. The Subarea Plan designates the Property for coordinated commercial, retail, and restaurant use.

https://www.warrenville.il.us/DocumentCenter/View/14317/OTCC-Plan

In March 2022, the City Council voted unanimously to designate a ***Preferred Plan*** for the site. This plan outlined a site layout with buildings, walkways, parking lots, and open space elements (Appendix A). That vision has inspired community support and informed the development of the overlay zoning requirements.

https://www.warrenville.il.us/808/OTRS-2

In August 2024, the City adopted Ordinance O2024-33, the Warrenville By Design Mixed-Use & Middle Housing Overlay, dated August 5, 2024, to define building and site design standards in conjunction with the use standards of the underlying zoning district. It is intended to implement the vision of the Subarea Plan, Housing Action Plan to meet the goals and objectives of the City.

The Subarea Plan and Warrenville By Design Overlay documents are on file with the City Clerk and available for public inspection in the Community Development Department of the City at 3S258 Manning Avenue, Warrenville, IL 60555, during the business hours, Monday to Friday: 8:00 a.m. to 5:00 p.m. or on the City's website at the links provided above.

Existing Improvements: There are several existing improvements located within the parcels:

- 04-35-403-009: Garage. This garage could be demolished, repurposed, or relocated by the purchaser.
- 04-35-403-021: Concrete sidewalk/path, curb, asphalt parking lot and other improvements constructed as part of the remediation work that align with the visions of the Preferred Plan for the site. These are to remain.
- 04-35-403-010 & -011: A compensatory storage basin that accounted for fill in the floodplain as part of the remediation project. This is to remain.
- Along Batavia Road frontage: 15 Angled public parking spots that can be utilized by this development. These are to remain.

Environmental Issues and Remediation History: The City acquired the former Citgo gas station at 28W244 Warrenville Road (corner of Warrenville and Batavia Road) in 2020. Since then, the City removed all underground petroleum storage tanks and gas pumping equipment, demolished the convenience store and canopy, perform soil and groundwater investigation activities, and remediated all Leaking Underground Storage Tank (LUST) and non-LUST contamination to residential standards. Final closeout reporting was approved by the Illinois Environmental Protection Agency (IEPA) in 2024. A No Further Remediation letter was received from the LUST program and a focused No Further Remediation letter was received from the Site Remediation Program (SRP) in 2024.

Traffic Study: The City performed a traffic and parking study in 2021 to analyze the proposed development of the site and traffic conditions. It was shown that the intersection of Warrenville Road and Batavia Road operate at a very good Level of Service (LOS) grade B or better during weekday and evening peak hour periods under both existing and projected 2027 traffic volumes with the conceptual site traffic for most movements except:

- In the morning peak hour southbound Batavia Road approach just slips from LOS B to a good LOS C with 17.2 seconds of delay.
- In the evening peak hour the westbound Warrenville Road approach just slips from LOS B to a good LOS C with 17.1 seconds of delay.

An update to this traffic study would need to be performed during the zoning process.

As part of the City's remediation project, driveway access was construction off Warrenville Road according to the preferred plan. Another access driveway to the Property would be required on Batavia Road. Batavia Road is owned and maintained by the City of Warrenville.

Floodplain/Wetlands/Detention/PCBMP: As part of the City's remediation project, a compensatory storage basin was provided during the project to account for the floodplain fill based upon the preferred plan. However, there currently is a floodplain onsite. Any building that is placed within the existing FEMA Special Flood Hazard Area would need to be certified by Technical Bulletin 3 and 10 standards. It was also determined that no detention nor PCBMPs would be required because the net new impervious area did not meet requirement thresholds. No wetlands were identified as part of that project.

The Public Open Space shown on the Preferred Plan would remain the ownership of the City (including the compensatory storage basin). The Covenants would allow the public to use the sidewalk and designated parking spaces to access this area that is to be enhanced in the future by the City with passive recreation.

Utilities: Water and sanitary service for the Property is available along either road frontage. Water service and sanitary sewer extensions would be achieved by tapping and/ or connection to each main. There is an existing ComEd easement for an overhead guy wire. Depending on building height, this guy wire and pole may need to be relocated. See Appendix B.

Commercial Driveway Access: City Council Ordinance No. O2024-60 approved a final Plat of Subdivision, covenants, conditions, easement, and restrictions agreement, and variations from the

Zoning Ordinance. This Ordinance documents the shared commercial driveway access easement and the maintenance obligations of each owner. This also allows City access and use of the "Public Open Space". This ordinance is available as Appendix C.

Tax Increment Financing District: The Property is located in the Old Town/Civic Center Tax Increment Financing District (TIF #3) Redevelopment Project Area (the "Area"), as designated by Ordinance No. 2781 adopted June 3, 2013, by the Mayor and City Council of the City, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the "Act"). TIF resources for this site have been exhausted with site preparation efforts.

The City, by Ordinance No. 2780, approved the Old Town/Civic Center Tax Increment Financing District #3 Redevelopment Plan and Project, dated January 7, 2013 (the "Redevelopment Plan"). The Redevelopment Plan is on the City's website at the following link:
https://www.warrenville.il.us/DocumentCenter/View/5657/Ord-2780?bidId=

PUBLIC RFP RELEASE SCHEDULE:

- Publication and Distribution of RFP: Thursday, April 10, 2025
- Site Visit With City Staff: Monday, April 21, 2025, at 1:00 pm
- Last day to submit questions in writing and submit Letter of Intent to Respond: Friday, May 2, 2025, at 5:00 pm
- **Responses due: Friday, May 16, 2025 at 5:00 pm**
- Review period: May 16, 2025 – May 22, 2025
- Notification to highest-ranked respondents: May 22, 2025
- Interview with selected respondents: the week of May 26, 2025
- Notification of preferred developer: May 28, 2025
- Preparation of Purchase and Sales Agreement for City Council Meeting, TBD

SUBMITTAL OF LETTER OF INTENT

A Letter of Intent (LOI) shall include the following:

(a) Describe experience with similar projects,
(b) Concept site plan (if different from Preferred Plan) and proposed uses,
(c) Intent to submit proposal as outlined in "Submittal of Proposals" and to meet schedule deadlines,
(d) Any other information as necessary.

Questions regarding this Letter of Intent must be submitted in writing or email to Kristine Hocking, Assistant Community Development Director, City of Warrenville, 3S258 Manning Avenue, Warrenville, IL 60555, khocking@warrenville.il.us.

One digital copy of the Letter of Intent shall be emailed to Kristine Hocking, Assistant Community Development Director.

SUBMITTAL OF PROPOSALS

Pursuant to Section 11-74.4-4(j) of the Act, the City seeks detailed proposals under which a qualified developer will either purchase the Property as part of a redevelopment project that best realizes the goals and objectives of the Redevelopment Plan and Subarea Plan. Proposals must include:

(e) a description of the uses proposed to be located within the redevelopment project,
(f) a detailed description of the site infrastructure and building improvements proposed to implement the Redevelopment Plan,
(g) a concept site plan,
(h) a construction timeline for making such improvements,
(i) the financial terms under which the developer is willing to purchase the property, any City proposed commissions associated with the transaction, and conditions of such payments, and
(j) information that proves the developer has the experience, resources, and financial capacity required to complete the proposed building and site infrastructure improvements.

Questions regarding this Request for Proposals must be submitted in writing or email to Kristine Hocking at khocking@warrenville.il.us.

Six hard copies and one digital copy of each proposal are to be sealed and marked "**Old Town Redevelopment Site #2 Redevelopment RFP"** and delivered to Kristine Hocking, Assistant Community Development Director, City of Warrenville, 3S258 Manning Avenue, Warrenville, IL 60555.

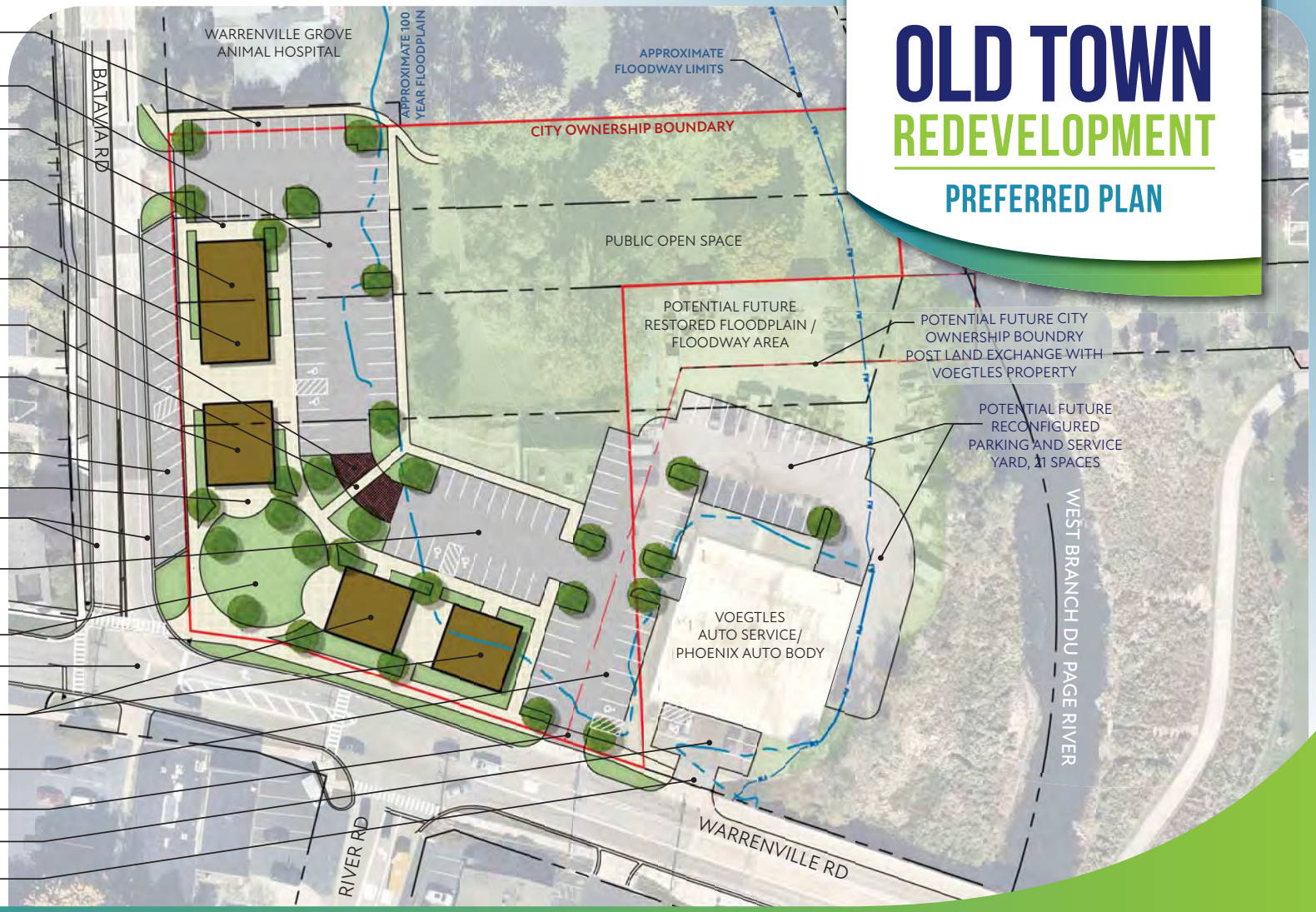
The City Council reserves the right to accept or reject any or all proposals or any part thereof; waive any minor defects, irregularities or informalities; and unilaterally decide whether it will attempt to negotiate a detailed contract and/or redevelopment agreement with any individuals or firms that submit a proposal.

APPENDIX A

OLD TOWN REDEVELOPMENT PREFFERED PLAN

OLD TOWN REDEVELOPMENT

PREFERRED PLAN



To learn more about or be a part of the redevelopment of this site, please contact Community Development at 630-393-9050 or visit our project website at **https://www.warrenville.il.us/808/OTRS-2**

CITY OF WARRENVILLE

Kimley»Horn

PLEASE REPORT ANY SUSPECTED CRIMINAL ACTIVITIES TO WARRENVILLE POLICE DEPARTMENT: 630-393-2131

EPA

THIS WORK IS FUNDED IN PART BY THE US EPA CERCLA FUNDS

SITE REDEVELOPMENT VISUALIZATIONS

MAY, 2023

OLD TOWN SITE #2 REDEVELOPMENT | CITY OF WARRENVILLE, ILLINOIS

SITE REDEVELOPMENT VISUALIZATIONS

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MAY, 2023

Kimley»Horn

WARRENVILLE

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OLD TOWN SITE #2 REDEVELOPMENT | CITY OF WARRENVILLE, ILLINOIS

APPENDIX B

AS BUILTS

OLD TOWN REDEVELOPMENT SITE #2
PHASE 1 & UTILITY IMPROVEMENTS

BID NO. B2024-02
NORTHEAST CORNER OF BATAVIA ROAD & WARRENVILLE ROAD W/
UTILITIES EXTENDING DOWN RIVER ROAD
WARRENVILLE, IL 60555
JOB NO. W22280.B0
JANUARY 10, 2024
FOR BIDDING

INDEX TO DRAWINGS

SHEET #	SHEET TITLE
C-1.0	COVER
C-2.0 : C-2.2	GENERAL NOTES & SUMMARY OF QUANTITIES
C-3.0	EXISTING CONDITIONS & DEMOLITION PLAN
C-4.0	SITE LAYOUT & GEOMETRY PLAN
* C-5.0	GRADING & EROSION CONTROL PLAN
* C-6.0	UTILITY PLAN
* C-7.0 : C-7.1	UTILITY PLAN AND PROFILES
C-8.0 : C-8.4	CONSTRUCTION DETAILS

*** INCLUDED IN RECORD DRAWINGS SET**

COUNTY: DUPAGE
TOWNSHIP: 39N
RANGE: 9E
SECTION: 35

LOCATION MAP

ZONING - WARRENVILLE
B-4

SITE BENCHMARK 1:
MUELLER BOLT ON FIRE HYDRANT LOCATED AT THE NORTHEAST CORNER OF WARRENVILLE ROAD AND BATAVIA ROAD.

ELEV:697.77 (NAVD 88)

SITE BENCHMARK 2:
ARROW BOLT ON SECOND FIRE HYDRANT NORTH OF WARRENVILE ROAD ON EAST SIDE OF BATAVIA ROAD.

ELEV:701.49 (NAVD 88)

SITE BENCHMARK 3:
MUELLER BOLT ON FIRE HYDRANT LOCATED AT THE NORTHEAST CORNER OF BATAVIA ROAD AND MAIN STREET.

ELEV:700.42 (NAVD 88)

SITE BENCHMARK 4:
MUELLER BOLT ON SECOND FIRE HYDRANT NORTH OF MAIN STREET ON EAST SIDE OF BATAVIA ROAD.

ELEV:701.85 (NAVD 88)

It's smart It's free It's the law

Call Before You Dig
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ILLINOIS ONE-CALL SYSTEM

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800.892.0123

PREPARED FOR:
CITY OF WARRENVILLE
3S258 MANNING AVENUE
WARRENVILLE, IL 60555
(630) 393-9050

RECORD DRAWINGS PREPARED BY:

Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

CITY CONTACTS

ADMINISTRATION	(630) 836-3050
CITY CLERK	(630) 836-3050
COMMUNITY DEVELOPMENT	(630) 393-9050
CITY HALL	(630) 836-3050
PUBLIC WORKS	(630) 393-9050

RECORD DRAWINGS 7.30.24

PROFESSIONAL LAND SURVEYOR
JEFFREY D DERANGO
035-004021
ROSEMONT ILLINOIS
STATE OF ILLINOIS

FIELD WORK COMPLETED 7.25.24

SOURCE BENCHMARK

DuPAGE COUNTY BENCHMARK 0168 RESET:

DISK MOUNTED TO LIGHT POLE BASE LOCATED 15 FEET SOUTH OF THE CENTERLINE OF WARRENVILLE RD, 94 FEET NORTHEAST OF THE NORTHEAST CORNER OF THE CHURCH BUILDING AT 28W441 WARRENVILLE ROAD, 66 FEET WEST OF THE CENTERLINE OF THE EAST ENTRANCE TO THE CHURCH AND 26 FEET NORTH OF EDGE OF PAVEMENT OF THE CHURCH PARKING LOT.

ELEVATION: 698.78 (NAVD 88)

ENGINEERING
RESOURCE ASSOCIATES

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

3S701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA , SUITE 875
CHICAGO, ILLINOIS 60606
PHONE (312) 474-7841
FAX (312) 474-6099

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF THE SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THESE LOT IMPROVEMENTS OR ANY PART THEREOF, OR THAT IF SUCH WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE OWNER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES. SO THAT THE DEVELOPMENT SHALL NOT ADVERSELY INCREASE FLOOD ELEVATIONS OR DECREASE FLOOD CONVEYANCE CAPACITY UPSTREAM OR DOWNSTREAM OF THE PROJECT AREA.

Engineer:

Seal:

REGISTERED PROFESSIONAL ENGINEER
TIMOTHY D. FRISBIE
062-070816
STATE OF ILLINOIS

REGISTERED PROFESSIONAL ENGINEER
TIMOTHY D. FRISBIE
062-070816
STATE OF ILLINOIS

Timothy D. Frisbie
IL. P.E. NO. 062-070816
Expires November 30, 2025

PROFESSIONAL DESIGN FIRM NUMBER: 184.001186

ENGINEERING RESOURCE ASSOCIATES
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WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152
www.eraconsultants.com

WARRENVILLE

CITY OF WARRENVILLE
3S258 MANNING AVENUE, IL, 60555
(630) 393-9050

OLD TOWN
REDEVELOPMENT SITE #2
NE CORNER BATAVIA & WARRENVILLE ROAD
WARRENVILLE, IL, 60555
PROJECT# W21334.00

DESCRIPTION:

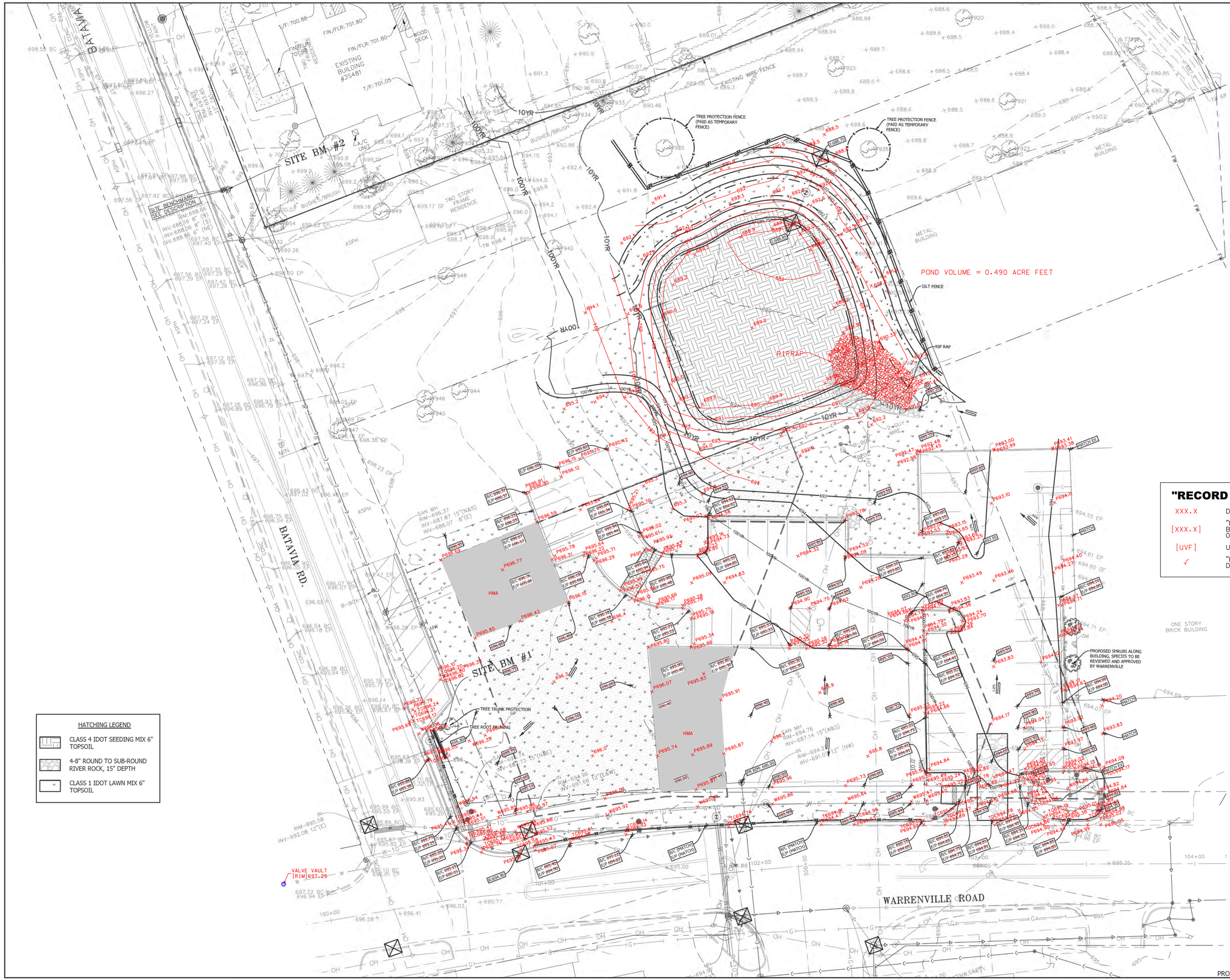
DATE	: 01-10-2024
PROJECT #	: W22280.B0
DESIGNED BY	: SG / RB
DRAWN BY	: SG/ RB
CHECKED BY	: TF

COVER

C-1.0
SHEET

H:\Warrenville\W22280.00 Old Town Redevelopment Site 2\CADD\SHEET Files\SHEET C-1.0 - Cover.dwg

RECORD DRAWINGS 07-29-24



GRADING PLAN NOTES:

1. PRIOR TO REMOVAL OF TOPSOIL ALL EROSION CONTROL ELEMENTS SHALL BE IN PLACE AND FUNCTIONAL.
2. ALL EROSION CONTROL MEASURES SHALL BE IN PLACE AND FUNCTIONAL PRIOR TO THE ONSET OF CONSTRUCTION ACTIVITIES..
3. NO MUD SHALL BE TRACKED INTO THE PUBLIC RIGHT OF WAY.
4. SILT FENCE SHALL BE PAID AS PERIMETER EROSION BARRIER.
5. ANY DISTURBED AREAS SHALL BE TEMPORARY SEEDED IF CONSTRUCTION ACTIVITIES CEASE FOR GREATER THAN 14 DAYS.
6. FINAL SEEDING SHALL BE INSTALLED PER MULCH METHOD 2, AND INCLUDE NITROGEN, PHOSPHORUS, POTASSIUM FERTILIZER IF REQUIRED.
7. ALL RIGHT OF WAY AREAS TO BE SEEDED WITH IDOT CLASS 2 SEEDING & 6" OF TOPSOIL.

"RECORD DRAWING" LEGEND

XXX.X	DESIGN DATA
[XXX.X]	"RECORD DRAWING" DATA BASED ON FIELD WORK COMPLETED 07-25-24
[UVF]	UNABLE TO VERIFY IN FIELD
✓	"RECORD DRAWING" DATA MATCHES DESIGN

HATCHING LEGEND

- CLASS 4 IDOT SEEDING MIX 6" TOPSOIL
- 4-8" ROUND TO SUB-ROUND RIVER ROCK, 15" DEPTH
- CLASS 1 IDOT LAWN MIX 6" TOPSOIL

PROFESSIONAL DESIGN FIRM NUMBER: 184.001186

ENGINEERING RESOURCE ASSOCIATES
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PHONE (630) 393-2150
FAX (630) 393-2152
www.erassociates.com

WARRENVILLE

CITY OF WARRENVILLE
35258 MANNING AVENUE, IL, 60555
(630) 393-9050

OLD TOWN REDEVELOPMENT SITE #2
NE CORNER BATAVIA & WARRENVILLE ROAD
WARRENVILLE, IL, 60555
PROJECT# W21334.00

DESCRIPTION:

DATE	: 01-10-2024
PROJECT #	: W22280.B0
DESIGNED BY	: SG / RB
DRAWN BY	: SG/ RB
CHECKED BY	: TF

GRADING & EROSION CONTROL PLAN

C-5.0
SHEET

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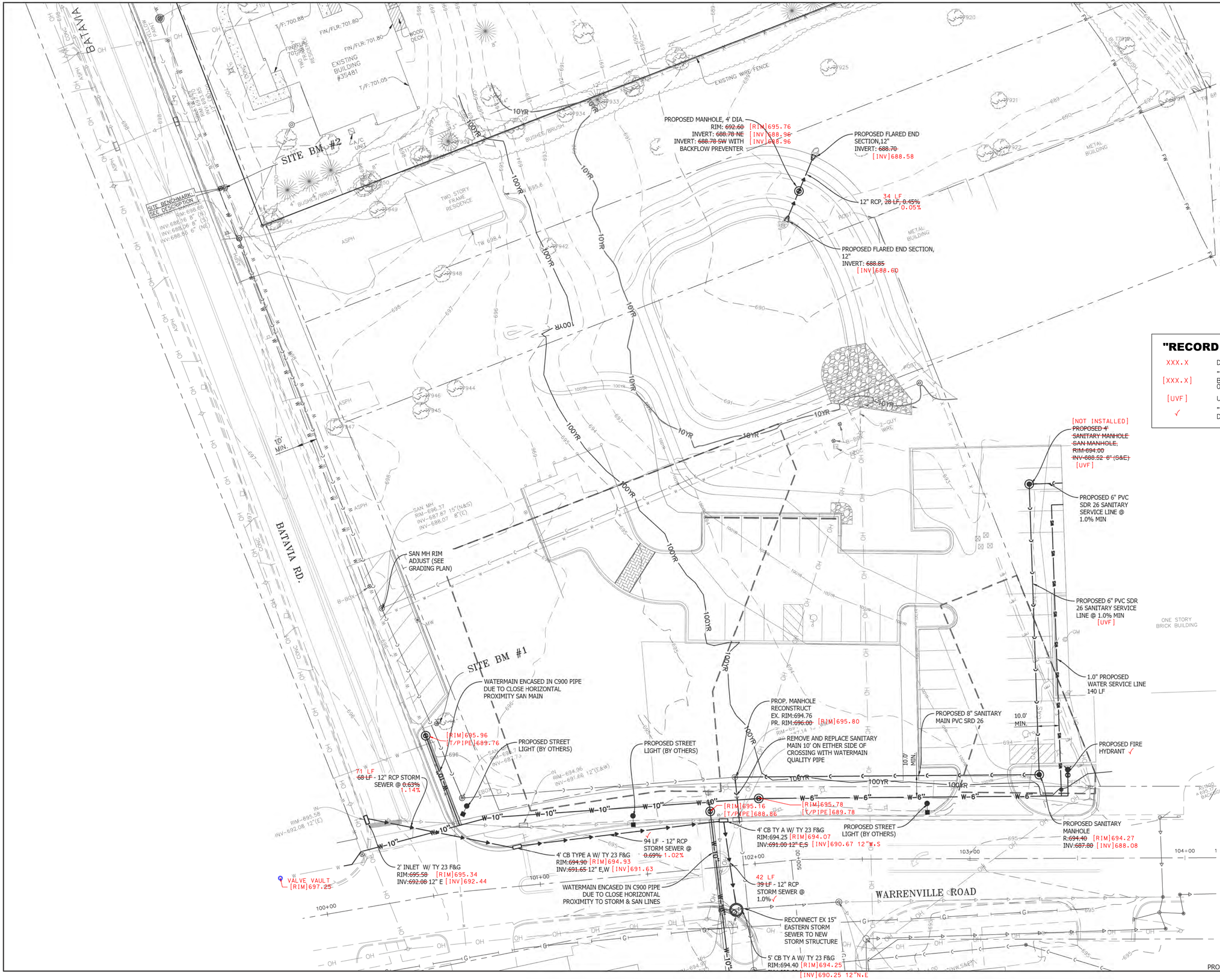
RECORD DRAWINGS 07-29-24



20 0 20
Scale: 1" = 20'

UTILITY NOTES:

1. ALL PIPE LENGTHS AND STRUCTURE DIMENSIONS ARE FOR PLAN PURPOSES ONLY AND SHALL BE FIELD VERIFIED BY CONTRACTOR BEFORE BEGINNING CONSTRUCTION.
2. CONTRACTOR TO FIELD VERIFY ALL CONNECTION INVERTS TO EXISTING MAINS PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND CITY OF WARRENVILLE IMMEDIATELY.
3. SEE DETAIL SHEETS FOR MATERIAL TYPE, DETAILS, AND INSTALLATION PROCEDURES.

"RECORD DRAWING" LEGEND

XXX.X	DESIGN DATA
[XXX.X]	"RECORD DRAWING" DATA BASED ON FIELD WORK COMPLETED 07-25-24
[UVF]	UNABLE TO VERIFY IN FIELD
✓	"RECORD DRAWING" DATA MATCHES DESIGN

PROFESSIONAL DESIGN FIRM NUMBER: 184.001186

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OLD TOWN REDEVELOPMENT SITE #2
NE CORNER BATAVIA & WARRENVILLE ROAD
WARRENVILLE, IL, 60555
PROJECT# W21334.00

DATE	: 01-10-2024
PROJECT #	: W22280.80
DESIGNED BY	: SG / RB
DRAWN BY	: SG/ RB
CHECKED BY	: TF

DESCRIPTION:

UTILITY PLAN

C-6.0
SHEET

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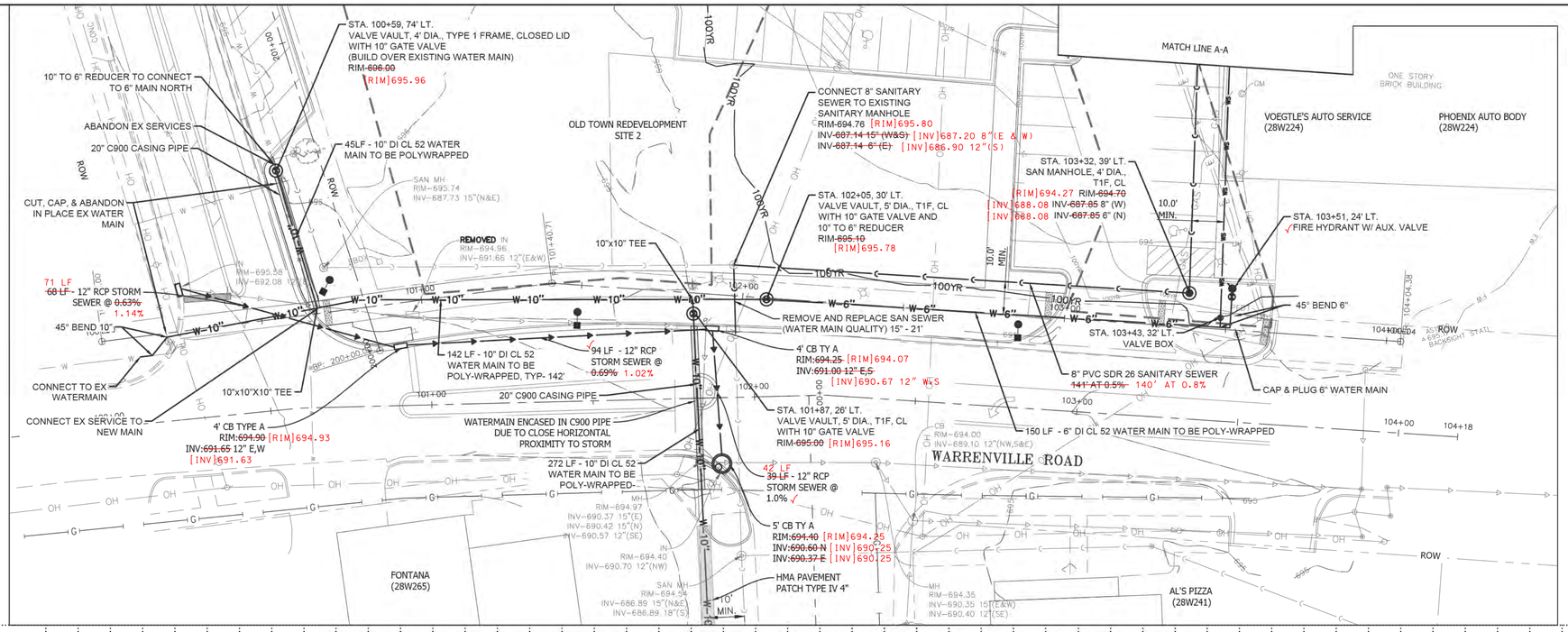
RECORD DRAWINGS 07-29-24



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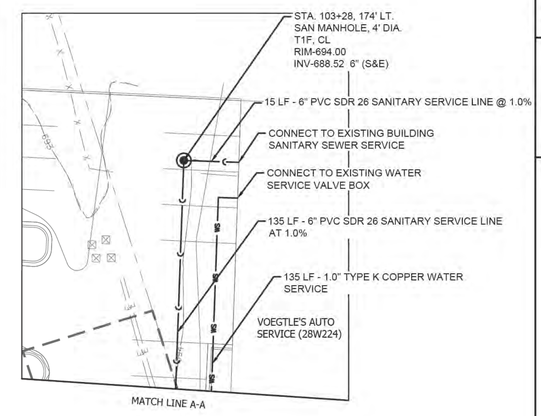
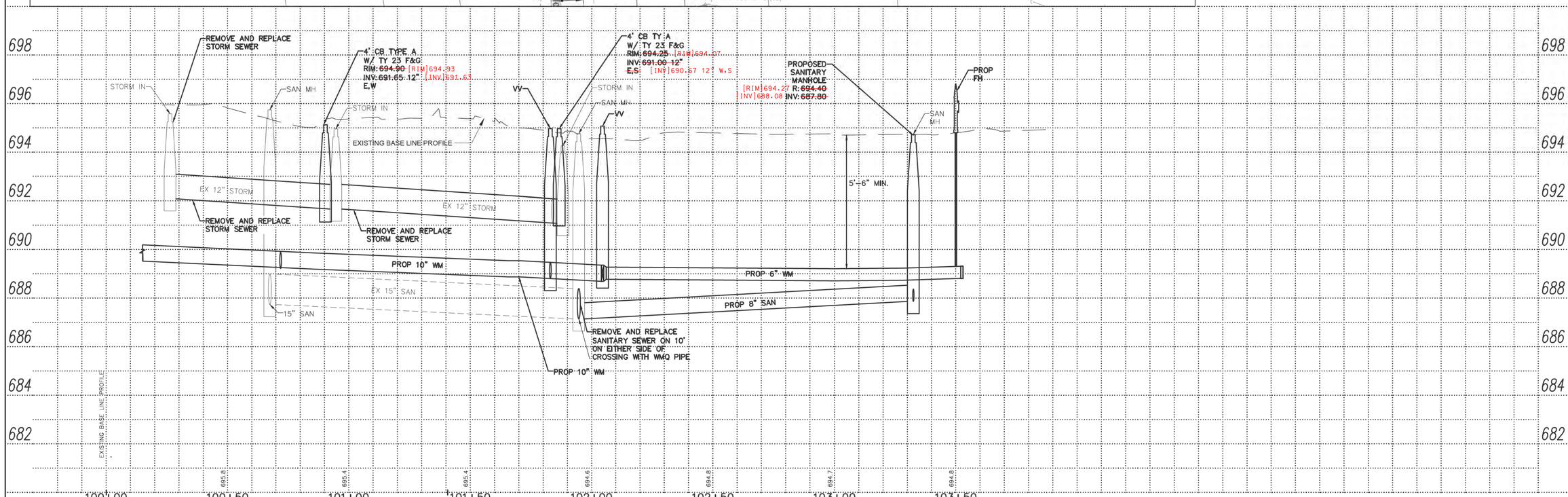
[UVF]	UNABLE TO VERIFY IN FIELD
✓	"RECORD DRAWING" DATA MATCHES DESIGN





PROFESSIONAL DESIGN FIRM NUMBER: 184.001186

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OLD TOWN REDEVELOPMENT SITE #2
NE CORNER BATAVIA & WARRENVILLE ROAD
WARRENVILLE, IL, 60555
PROJECT# W21334.00

DESCRIPTION:

DATE	01-10-2024
PROJECT #	W22280.80
DESIGNED BY	SG / RB
DRAWN BY	SG/ RB
CHECKED BY	TF

WARRENVILLE ROAD PLAN AND PROFILE
STA. 100+00 - STA. 103+50

C-7.0
SHEET

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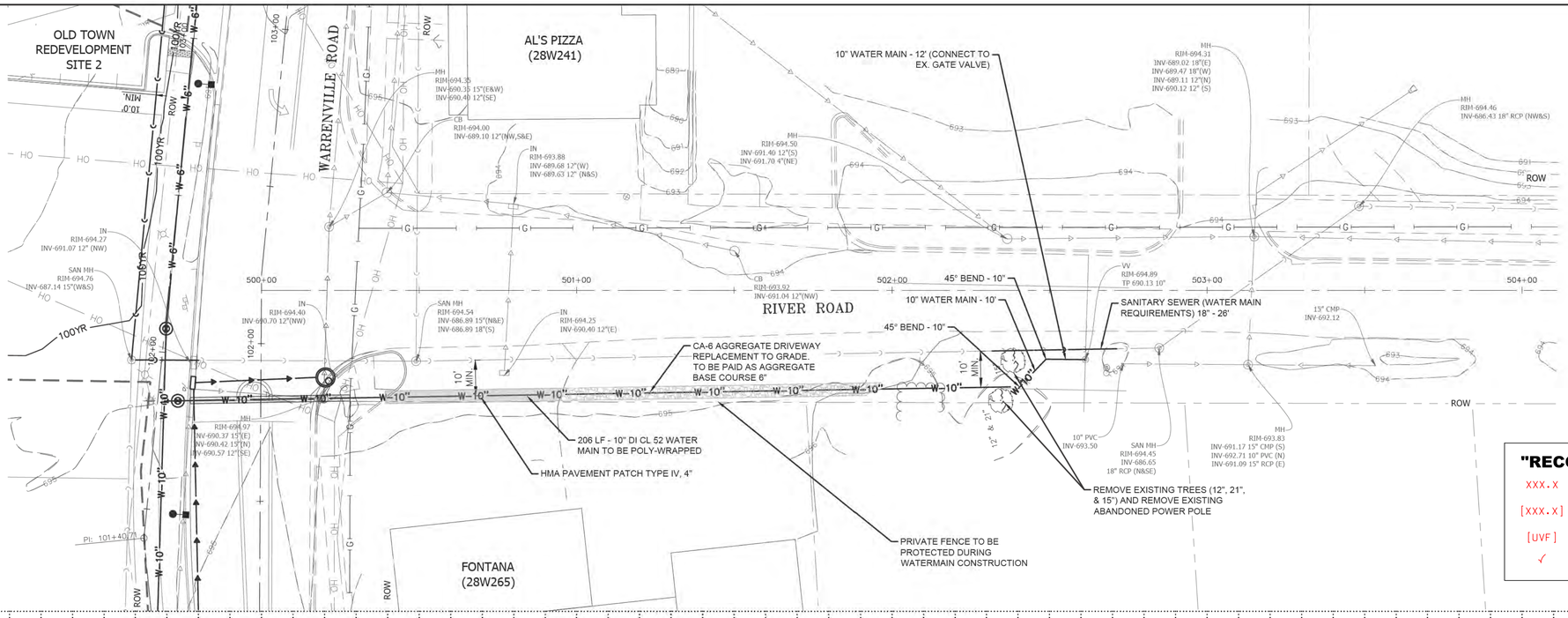
RECORD DRAWINGS 07-29-24



"RECORD DRAWING" LEGEND

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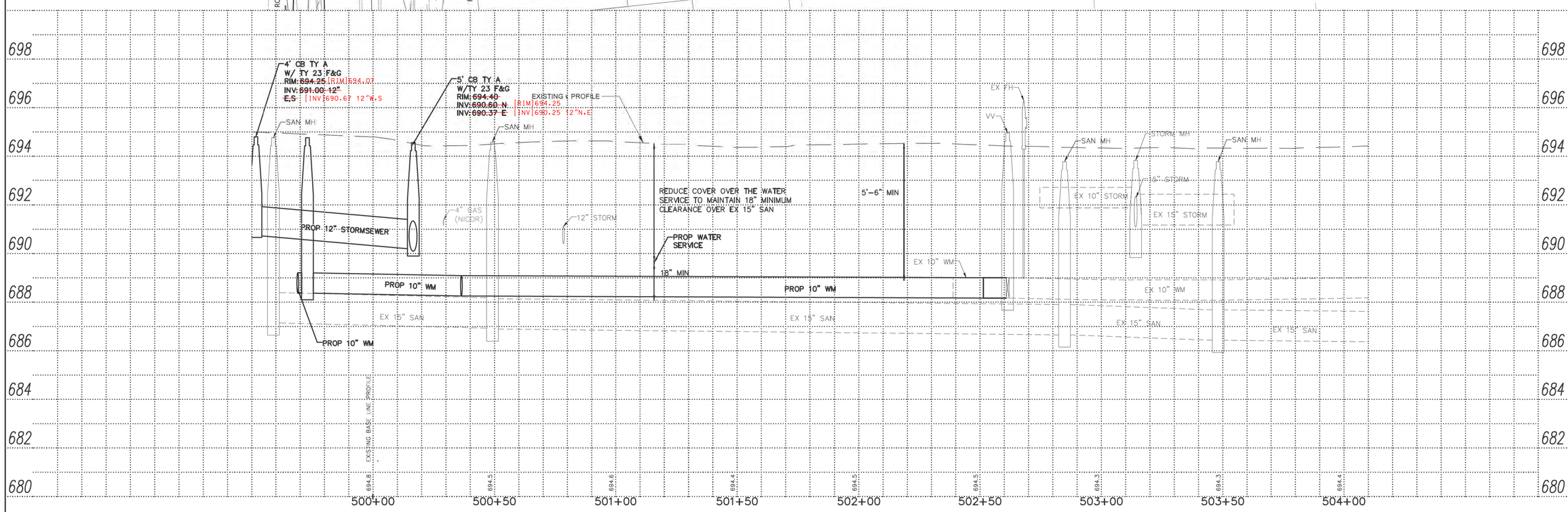
[XXX.X]	"RECORD DRAWING" DATA BASED ON FIELD WORK COMPLETED 07-25-24
[UVF]	UNABLE TO VERIFY IN FIELD
✓	"RECORD DRAWING" DATA MATCHES DESIGN



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CITY OF WARRENVILLE
35258 MANNING AVENUE, IL, 60555
(630) 393-9050

OLD TOWN REDEVELOPMENT SITE #2
NE CORNER BATAVIA & WARRENVILLE ROAD
WARRENVILLE, IL, 60555
PROJECT# W21334.00

DATE	: 01-10-2024
PROJECT #	: W22280.B0
DESIGNED BY	: SG / RB
DRAWN BY	: SG/ RB
CHECKED BY	: TF

DESCRIPTION:

RIVER ROAD PLAN AND PROFILE STA:499+50 - STA:503+00

C-7.1
SHEET

H:\Warrenville\W22280.00 Old Town Redevelopment Site 2\CADD\SHEET Files\SHEET C-7.0 - Road & Utility P&P.dwg

RECORD DRAWINGS 07-29-24

PROFESSIONAL DESIGN FIRM NUMBER: 184.001186

APPENDIX C

ORDINANCE O2024-60

VARIATIONS, CCRE, AND FINAL PLAT OF SUBDIVISION

ORDINANCE NO. O2024-60

AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION, A COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS AGREEMENT, VARIATIONS FROM THE WARRENVILLE ZONING ORDINANCE, AND MEMORIALIZING A LANDSCAPING VARIATION FOR 3S523 BATAVIA ROAD, 28W244 WARRENVILLE ROAD, AND 28W224 WARRENVILLE ROAD

WHEREAS, the City of Warrenville (***"City"***) is the owner of the certain parcels of real property commonly known as 3S523 Batavia Road, Warrenville, Illinois (***"Unimproved City Parcel"***) and 28W244 Warrenville Road, Warrenville Illinois (***"OTRS #2 Parcel"***), and legally described in ***Exhibit A*** (collectively, Unimproved City Parcel and the OTRS #2 Parcel are, collectively the ***"City Property"***); and

WHEREAS, JC Holdings LLC (***"JC Holdings"***) is the owner of the property consisting of three lots of record commonly known as 28W224 Warrenville Road, Warrenville, Illinois, and legally described in Exhibit A (***"JC Holdings Property"***) (collectively, the City Property and the JC Holdings Property are the ***"Subject Property"***); and

WHEREAS, City of Warrenville Zoning Ordinance, as amended, is codified as Title 10 of the Warrenville City Code, as amended (***"Zoning Ordinance"***); and

WHEREAS, the City of Warrenville Subdivision Control Ordinance, as amended, is codified as Title 11 of the Warrenville City Code, as amended (***"Subdivision Control Ordinance"***); and

WHEREAS, on August 5, 2024, the City Council approved Ordinance No. 2024-33, which amended the Zoning Ordinance to establish the Warrenville by Design Mixed-Use and Middle Housing Overlay District (***"Overlay District"***) and related regulations (***"Overlay District Regulations"***); and

WHEREAS, the Subject Property is located in the B-4 Motorist Service District (***"B-4 District"***) and the Warrenville by Design Mixed-Use and Middle Housing Overlay District (***"Overlay District"***); and

WHEREAS, pursuant to Subsection 2.j(7)(d) of the Overlay District Regulations, in the Overlay District, driveways may not exceed 22 feet in width; and

WHEREAS, pursuant to Subsection 2.j(3)(a) of the Overlay District Regulations, in the Overlay District, limited side yard parking areas located in a required side yard must be configured so that the centerline of the drive aisle is perpendicular the public right of way; and

WHEREAS, pursuant to Subsection 4.15.2.j(5) of the Overlay District Regulations, in the Overlay District, limited side yard parking areas must be setback from the interior lot line by at least five feet; and

WHEREAS, pursuant to Section 11.G.2.a of the Zoning Ordinance, 10 percent of a parking lot must consist of interior parking lot landscaping; and

WHEREAS, the Unimproved City Parcel is currently unimproved; and

WHEREAS, the OTRS #2 Parcel is currently improved with an off-street parking area and a portion of the shared 26-foot-wide driveway between the OTRS #2 Parcel and the JC Holdings Property (***"Shared Driveway"***); and

WHEREAS, the JC Holdings Property is currently improved with off-street parking areas, sheds, outdoor storage areas, a one-story commercial building, and the Shared Driveway; and

WHEREAS, the City and JC Holdings have entered into a real estate exchange agreement pursuant to which the City and JC Holdings will exchange certain portions of the OTRS #2 Parcel and the JC Holdings Property (collectively, the ***"Subdivision Property"***) in order to straighten the lot line between the parcels and provide for improved vehicular access to the JC Holdings Property (***"Exchange Agreement"***); and

WHEREAS, pursuant to the Exchange Agreement, the City and JC Holdings have agreed to resubdivide the Subdivision Property from four total lots of record into two total lots of record and reflect the new parcel lines after the City and JC Holdings close on the Exchange Agreement (***"Proposed Subdivision"***); and

WHEREAS, the City (i) has reconstructed the Shared Driveway; and (ii) desires to construct additional off-street parking areas connected by a drive aisle located within the interior side yard and across the interior lot line between the OTRS #2 Parcel and the Unimproved City Parcel and parallel to Warrenville Road (***"Proposed Parking Lot"***) in order to prepare the City Property for possible future development (collectively, the ***"Proposed Development"***); and

WHEREAS, pursuant to the Subdivision Control Ordinance, the City filed an application for approval of: (i) a final plat of subdivision for the Proposed Subdivision (***"Final Plat of Subdivision"***); and

WHEREAS, in order to construct the Proposed Development on the Subject Property, pursuant to the applicable sections of the Zoning Ordinance, the City, with the consent of JC Holdings, also filed an application for approval of variations from (i) Section 4.15.2.j(7)(d) of the Overlay Regulations to increase the maximum width of a driveway in the Overlay District from 22 feet to 26 feet for the Shared Driveway; (ii) Section 4.15.2.j(3)(a) of the Overlay Regulations to allow a limited side yard parking lot to be configured so that the centerline of the access aisle is configured parallel to the public right-of-way for the Proposed Parking Lot; and (iii) Section 4.15.2.j(5) of the Overlay Regulations to allow the Proposed Parking Lot to be located across the interior lot line (collectively, the ***"Zoning Variations"***) (collectively, the Final Plat of Subdivision and the Zoning Variations are the ***"Requested Approvals"***); and

WHEREAS, the City further applied for a variation from Section 11.G.2.a of the Zoning Ordinance to reduce the required interior parking lot landscaping from 10 percent to 6.14 percent for the Proposed Parking Lot (***"Landscape Variation"***); and

WHEREAS, the Final Plat of Subdivision includes the dedication of an access easement over the Shared Driveway, additional terms for which are set forth in a declaration of covenants, conditions, easements, and restrictions (***"CCRE"***) to be recorded against the Subdivision Property; and

WHEREAS, public hearings by the Plan Commission and Zoning Board of Appeals (***"PCZBA"***) to consider the Requested Approvals and the Landscape Variation were duly

published in the *Daily Herald* on November 6, 2024 and were convened on November 21, 2024, during which hearing evidence and testimony was received; and

WHEREAS, on November 21, 2024, the Zoning Board of Appeals adopted Findings of Fact, Project Number VAR-2024-0010, approving the Landscape Variation and recommending that the Mayor and the City Council approve the Zoning Variations; and

WHEREAS, on November 21, 2024, the Plan Commission adopted Findings of Fact, Project Number VAR-2024-0010, recommending that the Mayor and the City Council approve the Final Plat of Subdivision; and

WHEREAS, the Mayor and the City Council have determined that, subject to and contingent upon the conditions, restrictions, and provisions of this Ordinance, that (i) the Final Plat of Subdivision complies with the required standards for subdivisions as set forth in Article 6 of the Subdivision Control Ordinance; and (ii) the Zoning Variations comply with the standards for Variations as set forth in Section 7.A and Table 7A of the Zoning Ordinance; and

WHEREAS, consistent with the Zoning Board of Appeals and Plan Commission and recommendations, and pursuant to the City's powers under applicable law, including its home rule powers under the Illinois Constitution of 1970, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Requested Approvals, authorize the execution of the CCRE, and memorialize the approval of the Landscape Variation, in accordance with, and subject to and contingent upon, the conditions, restrictions, and provisions of this Ordinance;

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, Execution, and Recordation of the Final Plat of Subdivision and the CCRE.

A. Approval of the Final Plat of Subdivision. In accordance with Section 6 of the Subdivision Control Ordinance, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in this Ordinance, the Final Plat of Subdivision, titled "The Final Plat of Subdivision Old Town Redevelopment Site 2", consisting of two sheets, prepared by Engineering Resource Associates, Inc., with a latest revision date of October 14, 2024, attached to and, by this reference, made a part of this Ordinance as ***Exhibit B***, is approved.

B. Approval of the CCRE. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in this Ordinance, the CCRE, in substantially the form attached to this Ordinance as ***Exhibit C***, and in a final form to be approved by the Mayor is approved.

C. Execution of the Final Plat of Subdivision. The City Council hereby authorizes and directs the Mayor, the City Clerk, the Chairman and Secretary of the Plan Commission, the City Collector and the City Engineer to execute, on behalf of the City, the Final Plat of Subdivision following its execution, and delivery to the City Clerk by JC Holdings and all other required parties.

D. Execution of the CCRE. The City Council hereby authorizes and directs the Mayor, the City Clerk to execute, on behalf of the City, the CCRE following its execution, and delivery to the City Clerk by JC Holdings and all other required parties.

E. Recordation of Final Plat of Subdivision and CCRE. The City Council hereby directs the City Clerk, or her designee, to record the executed Final Plat of Subdivision and CCRE with the DuPage County Recorder's Office upon:

(i) satisfactory completion of all administrative details relating to the Final Plat of Subdivision and the CCRE; and

(ii) the City and JC Holdings closing on the Exchange Agreement.

SECTION 3: Memorialization of Approval of Landscape Variation. The City Council hereby memorializes the approval by the Zoning Board of Appeals of the Landscaping Variation.

SECTION 4: Approval of Zoning Variations. In accordance with Section 7.A of the Zoning Ordinance and, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in this Ordinance, the Zoning Variations are approved.

SECTION 5: Conditions. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the City Code, the Zoning Ordinance, or the Subdivision Control Ordinance, or any other rights the City or JC Holdings may have, the approvals granted in Sections 2 through 4 of this Ordinance are hereby expressly subject to and contingent upon the conditions, concepts, restrictions, limitations, and provisions set forth in this Section (collectively, the "***Conditions***").

A. Standard Conditions.

1. Compliance with Regulations. The redevelopment, use, operation, and maintenance of the Subject Property shall comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

2. Compliance with Plans. The redevelopment, use, operation, and maintenance of the Proposed Development and the Subject Property shall comply with the Site Plan attached to and made a part of this Ordinance as **Exhibit D**.

SECTION 6: Amendments. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance and the Subdivision Control Ordinance, as applicable to the affected items of relief.

SECTION 7: Effective Date. This Ordinance will be effective only upon the occurrence of all of the following events:

A. Passage by the City Council by a majority vote in the manner required by law;

B. Publication in pamphlet form in the manner required by law; and

C. Recordation of this Ordinance, together with such exhibits as the City Clerk deems appropriate for recordation, with the office of the Recorder of DuPage County.

PASSED THIS 16th day of December, 2024.

AYES: Alds: Wilkie, Augustynowicz, Kruckenberg, Lockett, Weidner, and Davolos
NAYS: None
ABSENT: Alds: Barry and Aschauer
ABSTAIN: None

APPROVED THIS 16th day of December, 2024.

MAYOR

ATTEST:

CITY CLERK
#61753010_v1

EXHIBITS

1. **Exhibit A – Legal Description of Subject Property**
2. **Exhibit B – Final Plat of Subdivision**
3. **Exhibit C – CCRE**
4. **Exhibit D – Site Plan**

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

UNIMPROVED CITY PARCEL
Lot 9 in Block 5 in the Plat of the Town of Warrenville, being a subdivision of part of the southeast quarter of Section 35, Township 39 North, Range 9, east of the Third Principal Meridian, according to the Plat thereof recorded July 10, 1844 as Document 1193 (excepting therefrom that part of said Lot 9 lying east of the west line if extended north, of Lot 1 in Riverside Homesites recorded as document 179880), in DuPage County, Illinois.

PIN: 04-35-403-0011

Commonly known as 3S523 Batavia Road, Warrenville, Illinois

OTRS #2 PARCEL
Lot 1 in Final Plat of Subdivision Old Town Redevelopment Site 2 being a resubdivision of the southeast quarter of Section 35, Township 39 North, Range 9 East of the Third Principal Meridian in DuPage County, Illinois recorded on April 1, 2025 as Document Number R2025-018168 .

PIN: 04-35-403-021

Commonly known as 28W244 Warrenville Road, Warrenville Illinois

JC HOLDINGS PROPERTY
Lot 1 in Final Plat of Subdivision Old Town Redevelopment Site 2 being a resubdivision of the southeast quarter of Section 35, Township 39 North, Range 9 East of the Third Principal Meridian in DuPage County, Illinois recorded on April 1, 2025 as Document Number R2025-018168 .

PIN(s): _____ (formerly 04-35-403-018, 04-35-403-012, 04-35-403-013)

Commonly known as 28W224 Warrenville Road, Warrenville, Illinois

EXHIBIT B

FINAL PLAT OF SUBDIVISION

FINAL PLAT OF SUBDIVISION

OLD TOWN REDEVELOPMENT SITE 2

BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
NAME: WARRENVILLE CITY CLERK
ADDRESS: 3S258 MANNING AVENUE
WARRENVILLE, IL 60555

020241-60
M.G.R. TITLE SERVICES
8951 W. 191ST
MOKENA, IL 60448

P.I.N.: 04-35-403-012
(PARCEL THREE)
COMMON ADDRESS:
28W224 WARRENVILLE ROAD
WARRENVILLE, IL 60555

P.I.N.: 04-35-403-013
(PARCEL TWO)
COMMON ADDRESS:
28W224 WARRENVILLE ROAD
WARRENVILLE, IL 60555

P.I.N.: 04-35-403-018
(PARCEL ONE)
COMMON ADDRESS:
28W224 WARRENVILLE ROAD
WARRENVILLE, IL 60555

P.I.N.: 04-35-403-021
COMMON ADDRESS:
28W244 WARRENVILLE ROAD
WARRENVILLE, IL 60555

LEGEND
- = PROPERTY LINE
- = LOT LINE
- = EASEMENT LINE

ABBREVIATIONS

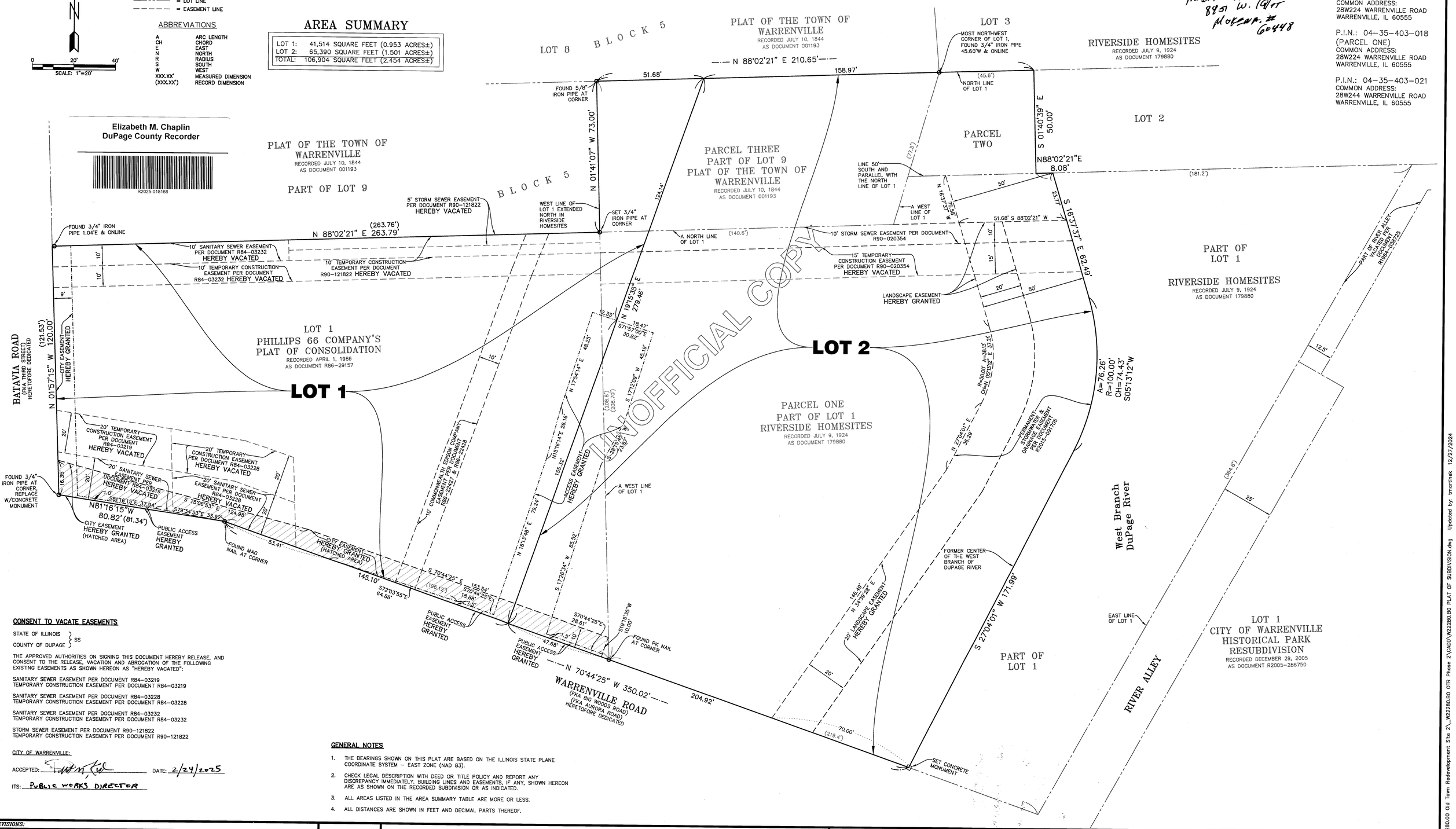
A	ARC LENGTH
CH	CHORD
E	EAST
N	NORTH
R	RADIUS
S	SOUTH
W	WEST
XXX.XX'	MEASURED DIMENSION
(XXX.XX')	RECORD DIMENSION

SCALE: 1"=20'

AREA SUMMARY

LOT 1:	41,514 SQUARE FEET (0.953 ACRES±)
LOT 2:	65,390 SQUARE FEET (1.501 ACRES±)
TOTAL:	106,904 SQUARE FEET (2.454 ACRES±)

Elizabeth M. Chaplin
DuPage County Recorder
R2025-018168



CONSENT TO VACATE EASEMENTS

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THE APPROVED AUTHORITIES ON SIGNING THIS DOCUMENT HEREBY RELEASE, AND CONSENT TO THE RELEASE, VACATION AND ABROGATION OF THE FOLLOWING EXISTING EASEMENTS AS SHOWN HEREON AS "HEREBY VACATED":

SANITARY SEWER EASEMENT PER DOCUMENT R84-03219
TEMPORARY CONSTRUCTION EASEMENT PER DOCUMENT R84-03219

SANITARY SEWER EASEMENT PER DOCUMENT R84-03228
TEMPORARY CONSTRUCTION EASEMENT PER DOCUMENT R84-03228

SANITARY SEWER EASEMENT PER DOCUMENT R84-03232
TEMPORARY CONSTRUCTION EASEMENT PER DOCUMENT R84-03232

STORM SEWER EASEMENT PER DOCUMENT R90-121822
TEMPORARY CONSTRUCTION EASEMENT PER DOCUMENT R90-121822

CITY OF WARRENVILLE:

ACCEPTED: _____ DATE: 2/24/2025

ITS: PUBLIC WORKS DIRECTOR

GENERAL NOTES

1. THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM – EAST ZONE (NAD 83).
2. CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.
3. ALL AREAS LISTED IN THE AREA SUMMARY TABLE ARE MORE OR LESS.
4. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

REVISIONS:

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
09-17-24	SDS	CITY COMMENTS			
10-02-24	SDS	CITY COMMENTS			
10-14-24	SDS	CITY COMMENTS			

DRAWN BY: SDS
CHECKED BY: TBM
APPROVED BY: TBM

ENGINEERING RESOURCE ASSOCIATES
3S701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152
10 S. RIVERSIDE PLAZA, SUITE 875
CHICAGO, ILLINOIS 60606
PHONE (312) 474-7841
FAX (312) 474-6099
2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

PREPARED FOR: CITY OF WARRENVILLE

TITLE: FINAL PLAT OF SUBDIVISION
28W224 & 28W244 WARRENVILLE ROAD
WARRENVILLE, ILLINOIS

SCALE: 1"=20'
DATE: 04-01-2024
JOB NO: W22280.B0
SHEET 1 OF 2

H:\Warrenville\W22280.00 Old Town Redevelopment Site 2_W22280.B0 OTR Phase 2\CADD\W22280.B0 PLAT OF SUBDIVISION.dwg Updated by: tmartinek 12/27/2024

FINAL PLAT OF SUBDIVISION

OLD TOWN REDEVELOPMENT SITE 2

BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
NAME: WARRENVILLE CITY CLERK
ADDRESS: 3S258 MANNING AVENUE
WARRENVILLE, IL 60555

P.I.N.: 04-35-403-012
(PARCEL THREE)
COMMON ADDRESS:
28W224 WARRENVILLE ROAD
WARRENVILLE, IL 60555

P.I.N.: 04-35-403-013
(PARCEL TWO)
COMMON ADDRESS:
28W224 WARRENVILLE ROAD
WARRENVILLE, IL 60555

P.I.N.: 04-35-403-018
(PARCEL ONE)
COMMON ADDRESS:
28W224 WARRENVILLE ROAD
WARRENVILLE, IL 60555

P.I.N.: 04-35-403-021
COMMON ADDRESS:
28W244 WARRENVILLE ROAD
WARRENVILLE, IL 60555

Elizabeth M. Chaplin
DuPage County Recorder

R2025-018168

PIN 04-35-403-012, 04-35-403-013, & 04-35-403-018

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS IS TO CERTIFY THAT WE, THE UNDERSIGNED, ARE THE RECORD OWNERS OF THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AFFIXED HEREON, AND HAVE CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID OWNER, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

TO THE BEST OF THE OWNER'S REPRESENTATIVE'S KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS:

ELEMENTARY/MIDDLE SCHOOL: COMMUNITY UNIT SCHOOL DISTRICT 200
HIGH SCHOOL: COMMUNITY UNIT SCHOOL DISTRICT 200

DATED THIS 21st DAY OF January, A.D., 2025

SIGNATURE

Charles L. Voegtle, Owner
PRINTED NAME AND TITLE

JC HOLDINGS COMPANY, LLC

ADDRESS:
3S670 VIRGINIA AVENUE
WARRENVILLE, IL 60555

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DuPage } SS

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATORY OF THE OWNER'S CERTIFICATE ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SAID INDIVIDUALS APPEARED AND DELIVERED SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT OF THE CORPORATION AND THAT SAID INDIVIDUALS DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE AND/OR SHE IS A CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION AND DID AFFIX SAID SEAL OF SAID CORPORATION TO SAID INSTRUMENT AS HIS OR HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS OWNER, FOR THE USES AND PURPOSES THEREIN SET FORTH IN THE AFORESAID INSTRUMENT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 21st DAY OF January, A.D. 2025, AT City of Warrenville

NOTARY PUBLIC

Christopher N. Santos
PLEASE PRINT NAME

OFFICIAL SEAL
CHRISTOPHER N SANTOS
Notary Public - State of Illinois
Commission No. 733919
My Commission Expires December 4, 2027

PIN 04-35-403-021

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS IS TO CERTIFY THAT WE, THE UNDERSIGNED, ARE THE RECORD OWNERS OF THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AFFIXED HEREON, AND HAVE CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID OWNER, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

TO THE BEST OF THE OWNER'S REPRESENTATIVE'S KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS:

ELEMENTARY/MIDDLE SCHOOL: COMMUNITY UNIT SCHOOL DISTRICT 200
HIGH SCHOOL: COMMUNITY UNIT SCHOOL DISTRICT 200

DATED THIS 27 DAY OF January, A.D., 2025

SIGNATURE

David L Brummel, Mayor
PRINTED NAME AND TITLE

CITY OF WARRENVILLE

ADDRESS:
3S258 MANNING AVENUE
WARRENVILLE, IL 60555

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DuPage } SS

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATORY OF THE OWNER'S CERTIFICATE ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SAID INDIVIDUALS APPEARED AND DELIVERED SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT OF THE CORPORATION AND THAT SAID INDIVIDUALS DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE AND/OR SHE IS A CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION AND DID AFFIX SAID SEAL OF SAID CORPORATION TO SAID INSTRUMENT AS HIS OR HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS OWNER, FOR THE USES AND PURPOSES THEREIN SET FORTH IN THE AFORESAID INSTRUMENT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 27 DAY OF January, A.D. 2025 AT City of Warrenville

NOTARY PUBLIC

Dawn R Grivetti
PLEASE PRINT NAME

DAWN R. GRIVETTI
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Apr 21, 2026

DRAINAGE CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

TO THE BEST OF OUR 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, REASONABLE 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 BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS 2 DAY OF JANUARY, 2025

ENGINEER

062-070816
STATE REGISTRATION NUMBER

OWNER – JC HOLDINGS COMPANY, LLC

OWNER – CITY OF WARRENVILLE

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

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

THIS 20 DAY OF February, 2025

CHAIRMAN

SECRETARY

CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

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

DATED AT WARRENVILLE, DUPAGE COUNTY, ILLINOIS

THIS 7 DAY OF January, 2025

CITY ENGINEER

062-060430
REGISTRATION NUMBER

CITY EASEMENT PROVISIONS

A PERMANENT EXCLUSIVE EASEMENT IS HEREBY EXCLUSIVELY 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 EASEMENT" ON THIS PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING AND MAINTAINING THE PUBLIC WALKWAYS, THE STORM SEWER, SANITARY SEWER, WATER MAIN AND APPURTENANCES ("UTILITIES") TO EACH AND SUCH OTHER INSTALLATIONS AND SERVICE CONNECTIONS AS MAY BE REQUIRED TO FURNISH SERVICES TO SUCH PROPERTY AND ADJACENT AREAS, 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 UTILITY LINES SHALL BE UNDERGROUND ONLY. OTHER UTILITIES MAY INSTALL THEIR FACILITIES ACROSS THE CITY EASEMENT AREA, PERPENDICULAR, BUT NOT PARALLEL TO THE CITY'S UNDERGROUND UTILITY LINES.

ACCESS IS RESERVED FOR AND GRANTED TO THE GENERAL PUBLIC OVER THE PAVED SIDEWALK/PATH AREAS WITHIN THE "CITY EASEMENT" ALONG WITH THE RIGHT OF INGRESS AND EGRESS ACROSS THE PAVED SIDEWALK/PATH.

NO PERMANENT BUILDINGS, ACCESSORY STRUCTURES, FENCES OR ANY OTHER STRUCTURE THAT WOULD IMPEDE ACCESS TO THE PUBLIC WALKWAYS, THE UTILITIES 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 THE TREE TO THE CENTERLINE OF THE CITY UTILITY 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 BE RESPONSIBLE FOR THE REPLACEMENT OBLIGATIONS WITH RESPECT TO TREES AND SHRUBS AND OTHER LANDSCAPING REFLECTING ON THE ORIGINAL LANDSCAPE PLAN APPROVED BY THE CITY OF WARRENVILLE FOR SUCH LOCATIONS.

ACCESS EASEMENT PROVISIONS

A PUBLIC ACCESS EASEMENT IS HEREBY RESERVED AND GRANTED FOR THE USE AND BENEFIT OF THE OWNERS OF LOTS 1 AND 2 AND SUCH OWNER'S TENANTS, SUBTENANTS, SUCCESSOR AND ASSIGNS, AND THE CUSTOMERS, PUBLIC, AND INVITEES OF EACH, OVER THE AREAS MARKED "ACCESS EASEMENT" FOR THE PURPOSE OF VEHICLE AND PEDESTRIAN INGRESS AND EGRESS OVER AND UPON THE ACCESS WAYS, DRIVEWAYS, ENTRANCES AND EXITS ON SAID LOTS 1 AND 2. FOR FURTHER INFORMATION RELATED TO MAINTENANCE OF THIS EASEMENT SEE DOCUMENT 02024-60.

LANDSCAPE EASEMENT PROVISIONS

A PERMANENT 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 "LANDSCAPE EASEMENT" ON THIS PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, REPLACING, ALTERING, REMOVING, AND MAINTAINING THE TREES AND SHRUBS ("LANDSCAPING"), 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 AND SUCH LANDSCAPING AS OUTLINED IN THE APPROVED PLAN.

NO PERMANENT BUILDINGS, ACCESSORY STRUCTURES, FENCES OR ANY OTHER STRUCTURE THAT WOULD IMPEDE FUNCTION OF THE LANDSCAPING SHALL BE PLACED ON THE EASEMENT. THE CITY OF WARRENVILLE RESTORATION AND MAINTENANCE OBLIGATIONS SHALL BE LIMITED TO TREES, SHRUBS, AND NATIVE SEED. THE OWNER SHALL BE RESPONSIBLE FOR GENERAL MAINTENANCE OF THE AREA INCLUDING REMOVAL OF NOXIOUS WEEDS, SNOW REMOVAL. OWNER SHALL NOT PILE AGGREGATE OR ANY OTHER MATERIALS OR EQUIPMENT IN EASEMENT AREA.

CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, KEVIN DAHLSTRAND, COLLECTOR FOR THE CITY OF WARRENVILLE, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT.

DATED AT WARRENVILLE, DUPAGE COUNTY, ILLINOIS,

THIS 21ST DAY OF JANUARY, A.D., 2025.

CITY COLLECTOR

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

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 27 DAY OF January, A.D., 2025.

MAYOR

ATTEST:
CITY CLERK

CITY OF WARRENVILLE SEAL ILLINOIS

CITY CLERK CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, Julie Clark, 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 COMPLETION OF THE IMPROVEMENTS BY THE REGULATIONS OF SAID CITY.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL OF THE CITY OF WARRENVILLE, ILLINOIS,

THIS 27 DAY OF January, A.D., 2025

~~COUNTY~~ CLERK
City

CITY OF WARRENVILLE SEAL ILLINOIS

DUPAGE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, Jean Kaczmarek, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I, FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL AT WHEATON, DUPAGE COUNTY, ILLINOIS

THIS 1st DAY OF April, 2025

COUNTY CLERK, DUPAGE COUNTY, ILLINOIS

THE COUNTY OF DUPAGE ILLINOIS

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS INSTRUMENT R2025-018168, WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE 1st DAY OF April, A.D., 2025 AT 3:36 O'CLOCK p M.

AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____.

RECORDER OF DEEDS, DUPAGE COUNTY, ILLINOIS

PERMISSION TO RECORD

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, TIMOTHY B. MARTINEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO THE CITY OF WARRENVILLE CLERK OR AN EMPLOYEE OF THE CITY CLERK'S OFFICE TO RECORD THIS PLAT. THE REPRESENTATIVE SHALL PROVIDE THE SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

DATED THIS 27 DAY OF DECEMBER, 2024.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
LICENSE EXPIRES NOVEMBER 30, 2026

TIMOTHY B. MARTINEK 3782 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS WARRENVILLE, ILLINOIS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, TIMOTHY B. MARTINEK, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL ONE:
THAT PART OF LOT 1 OF RIVERSIDE HOMESITES, LYING WEST OF THE CENTER OF THE WEST BRANCH OF DUPAGE RIVER, AND LYING SOUTH OF A LINE DRAWN, FROM A POINT ON THE WEST LINE OF SAID LOT 1, 50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1, AND PARALLEL TO THE NORTH LINE OF SAID LOT 1, BEING A SUBDIVISION OF PARTS OF BLOCKS 4 AND 5 OF THE TOWN OF WARRENVILLE, A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RIVERSIDE HOMESITES, RECORDED ON JULY 9, 1924, AS DOCUMENT 179880, IN DUPAGE COUNTY ILLINOIS.

PARCEL TWO:
THAT PART OF LOT 1 OF RIVERSIDE HOMESITES, LYING WEST OF THE CENTER OF THE WEST BRANCH OF DUPAGE RIVER, AND LYING NORTH OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT 1, 50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1, AND PARALLEL TO THE NORTH LINE OF SAID LOT 1, BEING A SUBDIVISION OF PARTS OF BLOCKS 4 AND 5 OF THE TOWN OF WARRENVILLE, A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RIVERSIDE HOMESITES RECORDED ON JULY 9, 1924, AS DOCUMENT 179880, IN DUPAGE COUNTY ILLINOIS.

PARCEL THREE:
THAT PART OF LOT 9 IN BLOCK 5 IN THE TOWN OF WARRENVILLE, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JULY 10, 1844, AS DOCUMENT 1193, LYING EASTERLY OF THE WEST LINE, IF EXTENDED NORTH OF LOT 1 IN RIVERSIDE HOMESITES, A SUBDIVISION OF PART OF BLOCKS 4 AND 5 IN THE TOWNSHIP OF WINFIELD, DUPAGE COUNTY ILLINOIS.

TOGETHER WITH

LOT 1 IN PHILLIPS 66 COMPANY'S PLAT OF CONSOLIDATION OF LOTS 10, 11 AND 12 IN BLOCK 5 IN THE TOWN OF WARRENVILLE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 39, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PHILLIP'S 66 COMPANY'S PLAT OF CONSOLIDATION RECORDED APRIL 1, 1986 AS DOCUMENT R86-29157, IN DUPAGE COUNTY ILLINOIS.

AS SHOWN ON THE ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

I FURTHER CERTIFY THAT, THIS SUBDIVISION LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF WARRENVILLE, WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE, AS HERETOFORE AND HEREAFTER AMENDED.

I FURTHER CERTIFY THAT ACCORDING TO THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NUMBER 17043C0133J, WITH AN EFFECTIVE DATE OF AUGUST 1, 2019, THIS SITE APPEARS TO BE LOCATED IN ZONE "X" – UNSHADED (AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE ANNUAL FLOODPLAIN), WITH A PORTION FALLING WITHIN SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL ANNUAL CHANCE FLOOD – ZONE AE (NO BASE FLOOD ELEVATIONS DETERMINED), AND WITH A PORTION FALLING WITHIN OTHER FLOOD AREAS – ZONE X TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GIVEN UNDER MY HAND AND SEAL THIS 27 DAY OF DECEMBER 2024.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
LICENSE EXPIRES NOVEMBER 30, 2026

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186
LICENSE EXPIRES APRIL 30, 2025

DATE OF FIELD SURVEY: MARCH 12, 2024
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

TIMOTHY B. MARTINEK 3782 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS WARRENVILLE, ILLINOIS

REVISIONS:

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
09-17-24	SDS	CITY COMMENTS			
10-02-24	SDS	CITY COMMENTS			
10-14-24	SDS	CITY COMMENTS			

DRAWN BY: SDS
CHECKED BY: TBM
APPROVED BY: TBM

ENGINEERING RESOURCE ASSOCIATES
3S701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA, SUITE 875
CHICAGO, ILLINOIS 60606
PHONE (312) 474-7841
FAX (312) 474-6099

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

PREPARED FOR:
CITY OF WARRENVILLE

TITLE:
FINAL PLAT OF SUBDIVISION
28W224 & 28W244 WARRENVILLE ROAD
WARRENVILLE, ILLINOIS

SCALE: N/A
DATE: 04-01-2024
JOB NO: W22280.B0
SHEET 2 OF 2

H:\Warrenville\W22280.00 Old Town Redevelopment Site 2_W22280.B0 OTR Phase 2\CADD\W22280.B0 PLAT OF SUBDIVISION.dwg Updated by: tmartinek 12/27/2024

EXHIBIT C

CCRE

DocId:20279676
Tx:40630740

ELIZABETH M. CHAPLIN
RECORDER
DUPAGE COUNTY, IL
04/01/2025 03:43 PM
RHSP
DOC NO. R2025-018180
PAGES: 12

This Document Prepared by
and after Recording Return To:

Lisa Starcevich
Elrod Friedman LLP
325 North LaSalle Street, Suite 450
Chicago, IL 60654

DOCUMENT SUBMITTED WITH
LOW QUALITY / ILLEGIBLE PORTIONS

MCR

For Recorder's Purposes Only

COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS AGREEMENT

This **COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS AGREEMENT** ("***Agreement***") is made as of the 24 day of March, 2025 by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation, as owner of Lot 1 ("***Lot 1 Owner***") and **JC HOLDINGS LLC,** an Illinois limited liability company, as owner of Lot 2 ("***Lot 2 Owner***"). Lot 1 Owner and Lot 2 Owner are herein from time to time referred to individually as an "***Owner***" or collectively as "***Owners***".

In consideration of the recitals and mutual covenants and agreements set forth herein, the parties to this Agreement agree as follows:

I. Background.

A. Lot 1 Owner is the holder of fee simple title to (i) the real estate commonly known as 28W244 Warrenville Road, Warrenville, Illinois, and legally described on **Exhibit A** attached to and made a part of this Agreement by this reference ("***Lot 1***") and commonly referred to as Lot 1 on the Final Plat of Subdivision Old Town Redevelopment Site 2 recorded as Document Number R2025018168 in the Office of the Recorder of Deeds for DuPage County, Illinois the "***Plat of Subdivision***"), and (ii) that certain property located adjacent to and immediately north of Lot 1, with permanent real estate index numbers 04-35-403-011, 04-35-403-010, and 04-35-403-009, and legally described on Exhibit A-1 attached hereto and made a part of this Agreement by this reference (collectively, the "***North Parcels***").

B. Lot 2 Owner is the holder of fee simple title to the real estate commonly known as 28W224 Warrenville Road, Warrenville, Illinois, and legally described on **Exhibit B** attached to and made a part of this Agreement by this reference ("***Lot 2***") and commonly referred to as Lot 2 on the Plat of Subdivision. Lot 1, North Parcels, and Lot 2 may hereinafter be individually referred to as "**Parcel**" or collectively as "**Parcels.**"

C. Lot 1 Owner and Lot 2 Owner desire to create a reciprocal access easement for vehicular and pedestrian ingress and egress over, across and upon that certain access drive, a

portion of which is located on Lot 1 and a portion of which is located on Lot 2, for the benefit of the Parcels.

D. Owners entered into a Real Estate Exchange Agreement dated February 20, 2024, requiring the Lot 2 Owner to complete specific improvements on Lot 2 within designated timeframes (the "***Lot 2 Improvements***").

E. Lot 1 Owner and Lot 2 Owner have determined that it is in their respective best interests to enter into this Agreement in order to formalize the agreement with respect to the use and maintenance of the Access Easement (as defined in Section II below) and completion of the Lot 2 Improvements.

II. **Grant of Easement.** (i) Lot 1 Owner, as fee simple title owner of Lot 1 and the North Parcels, hereby grants for the benefit of Lot 2, Lot 2 Owner, its successors and assigns, and the employees, tenants, subtenants, customers, visitors, invitees, guests and others desiring reasonable and customary access to Lot 2, a perpetual, non-exclusive easement over, on, across and through that portion of Lot 1 as depicted on and identified as "*Access Easement Hereby Granted*" on the Plat of Subdivision, and (ii) Lot 2 Owner, as fee simple title owner of Lot 2, hereby grants, for the benefit of Lot 1 and the North Parcels, Lot 1 Owner, its successors and assigns, and the employees, tenants, subtenants, customers, visitors, invitees, guests and others desiring reasonable and customary access to Lot 1 and the North Parcels, a perpetual, non-exclusive easement over, on, across and through that portion of Lot 2 as depicted on and identified as "*Access Easement Hereby Granted*" on the Plat of Subdivision (collectively, (i) and (ii) are the "***Access Easement***"). The Access Easement is granted by the Lot 1 Owner and Lot 2 Owner for the purpose of ingress, egress and access to and from the Parcels and Warrenville Road, a publicly dedicated right-of-way, with the intent that the existing driveway, as improved or extended from time to time and located in the Access Easement, serve as a common driveway serving the Parcels subject to the terms set forth in this Agreement.

III. **Maintenance Easement.** Lot 1 Owner and Lot 2 Owner hereby grant to the other party and their respective successors and assigns, as the fee simple owners of the Parcels, a perpetual, non-exclusive easement in, upon, under, and across the Access Easement for the purpose of maintaining the Access Easement. This easement shall include the right to enter upon such other portions of each Parcel as is reasonably necessary for the purpose of maintaining the Access Easement.

IV. **Maintenance Obligations.** The Access Easement will be kept and maintained by the Lot 1 Owner (i) in good condition and repair, including, without limitation, maintaining all paved surfaces and curbs in a smooth and evenly covered condition, timely repairing and refilling all potholes, repairing, replacing, sealing, resealing, surfacing and resurfacing the paved areas and curbs, (ii) clear and reasonably free of snow, ice, rubbish and obstructions of every nature, and (ii) in compliance with all applicable laws, rules, regulations and ordinances. If Lot 1 Owner fails to perform the maintenance obligations set forth in the preceding sentence, and if such failure continues for a period of 30 days after written notice from Lot 2 Owner, then Lot 2 Owner may cure the default and submit a statement to Lot 1 Owner for their share of the cost and expense of curing such default, and Lot 1 Owner shall pay Lot 2 Owner for its share of such cost and expense in the same manner and upon the same terms, including Default Interest, as provided in Section V of this Agreement. In the event the Lot 1 Owner no longer owns both Lot 1 and the North Parcels, the fee title owner of Lot 1 shall assume full responsibility for all maintenance obligations set forth in this Agreement, and the owner(s) of the North Parcels will be deemed an "Owner" under this Agreement.

V. Allocation and Payment of Maintenance Expense. The expenses of maintenance of the Access Easement will be shared equally by the Lot 1 Owner and the Lot 2 Owner, regardless of the relative use of the Access Easement by the Owners. Lot 1 Owner will from time to time submit to Lot 2 Owner an itemized statement of all expenses incurred by Lot 1 Owner in fulfilling the maintenance obligations set forth in Section IV of this Agreement. Lot 2 Owner shall pay to Lot 1 Owner its share of the statement as reflected thereon within 30 days of receipt of the statement. Any amount not paid when due shall bear interest at the lesser of the rate of 10% per annum or the maximum rate permissible from time to time under Illinois usury law from the due date until paid ("***Default Interest***").

VI. Limitation on Obligation. Notwithstanding anything to the contrary contained herein, in the event that the activity of an Owner (or such party's employee, tenant, subtenant, customer, visitor, invitee, guest or permitee) causes damage to or necessitates substantial repair, maintenance or landscaping work, then such Owner shall be responsible for the reasonable costs and expenses incurred in connection with such work.

VII. Right of Lien. The parties agree that the payment of the Owner's share of the expenses set forth in Sections V and VI of this Agreement will be in the form of an assessment against the Owner that did not perform the maintenance and repairs (the "***Non-Performing Owner***"). If the Non-Performing Owner fails to make the payment of its share of the expenses when due, the Owner that performed the maintenance and repairs will have the right to file an assessment lien against the Non-Performing Owner's Lot. Such lien shall have the same force and effect as an assessment for condominium dues or any other consensual lien against real property including the right of the lien holder to foreclose such lien to collect the monies due and owing thereunder.

VIII. Retained Rights. Each Owner retains the right to use the portion of the Access Easement located on their Parcel in any manner that will not prevent or interfere with the exercise of the rights granted hereunder. Further, each Owner retains the right to grant other non-exclusive easements over, along and upon the portion of the Access Easement located on their Parcel provided, however, that any such other easement will be subject to this Agreement and the rights granted herein.

IX. Reciprocal Rights and Obligations of Parties.

A. Reciprocal Rights. The rights of ingress and egress, passage, and maintenance granted in this Agreement to the Owners will be exercised and used in such a manner as not to cause any damage or destruction whatsoever or interruption of the use of the adjoining lands.

B. Cross Indemnity. Each Owner will indemnify, defend and hold harmless the other Owners from and against any and all claims for damages (including, without limitation, any legal fees actually incurred), which the indemnified party may incur as a result of the indemnifying party's rights under this Agreement, except to the extent such claims arise from the negligence of the indemnified party.

C. Mutual Waiver. If any loss, cost, damage or expense is incurred by any party in connection with the operation of the Access Easement on its Parcel, and such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases all other parties from any liability they may have on account of such loss, cost, damage or expense to the extent of any amount recoverable by reason of such

insurance and waives any right of subrogation which might otherwise exist in or accrue to any person or account thereof.

X. **Lot 2 Improvements**. Lot 2 Owner will complete the following property improvements:

A. By May 1, 2025, Lot 2 Owner must obtain a permit for and install a fence along the west property line of Lot 2, as depicted on the attached **Exhibit D**. The fence, preferably in a "shadow box" style, must be six or eight feet tall, allow for drainage, and have at least a six-inch opening at the bottom; and

B. Within 90 days of the construction of any foundation (excluding foundations for additions to the existing structure), on any portion of the Old Town Redevelopment Site #2, as depicted on the attached **Exhibit C**, Lot 2 Owner must remove the sheds located on the north side of Lot 2, as depicted in the areas marked "A" and "B" on Exhibit D.

XI. **Term.** This Agreement will continue for a perpetual term. If any of the rights or restrictions imposed 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 provision will continue only until 21 years after the death of the survivor of the now living descendants of the current Governor of the State of Illinois as of the date of this Agreement.

XII. **Covenants Running with the Land.** The easements hereby granted, the restrictions hereby imposed and the agreements herein contained will be easements, restrictions and agreements running with the land and will be binding upon and inure to the benefit of the Owners of Lot 1, North Parcel and Lot 2 and their respective heirs, executors, administrators, successors, assigns and legal representatives, including, without limitation, all subsequent owners of Lot 1, North Parcel and Lot 2, or any portion thereof, and all persons claiming under them.

XIII **Estoppels.** Each Owner shall, from time to time upon 10 days prior request by the other Owner execute, acknowledge and deliver to the requesting Owner, or to a person designated by the requesting Owner, a certificate stating that this Agreement is unmodified and in full effect (or, if there have been modifications, that this Agreement is in full effect as modified, and setting forth such modifications) and either stating that to the knowledge of the signer of such certificate, no default exists hereunder or specifying each such default of which the signer has knowledge. Any such certificate may be relied upon by any prospective mortgagee or purchaser of any Parcel or Parcels.

XIV **Breach Shall Not Permit Termination.** It is expressly agreed that no breach of this Agreement shall entitle any Owner to cancel, rescind or otherwise terminate this Agreement.

XV. **Notices.** All notices herein required will be served in writing and will be deemed to be served when delivered personally or three business days following deposit, by certified or registered mail, return receipt requested, in the United States mail, postage prepaid, at the common address for the parcel.

XVI. **General Provisions.**

A. Recordation. This Agreement will be recorded with the Recorder of Deeds of DuPage County, Illinois and all contracts and deeds of conveyance relating to Lot 1 and Lot 2 or any part thereof will be subject to the provisions of this Agreement.

B. Severability. In the event any part or portion of this Agreement, any provision, clause, wording, or designation contained within this Agreement, or any easement granted by this Agreement is held to be invalid or ineffectual by a final, non-appealable order of any court or regulatory agency of competent jurisdiction, such part, portion, provision, clause, wording, or designation will be deemed to be excised from this Agreement and the invalidity thereof will not affect the remaining portions of this Agreement.

C. Amendment. This instrument may be modified, amended or annulled only by written agreement of the parties and only upon the express, prior written approval of the City of Warrenville.

D. Effective Date. This Agreement will take effect as of the date first above written when fully and properly executed by both Owners.

E. Authority. Each person signing this Agreement hereby states and covenants that he or she has read and understood this Agreement, that he or she has the authority to execute this Agreement on behalf of the party whom he or she represents, and that such party intends to be legally bound by the provisions of this Agreement.

F. Headings. The headings of the Sections of this Agreement are intended for convenience and reference only and are not intended to alter, amend, or affect any of the terms or provisions of this Agreement.

G. Counterparts. This Agreement may be executed in one or more counterparts, all of which will be deemed one original document notwithstanding that one or more parties may not have executed any one counterpart.

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

I. 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on and as of the day and year first set forth above.

LOT 1 OWNER:

CITY OF WARRENVILLE, an Illinois home rule municipal corporation

By: _____

Its: Mayor

Date: 3-24-2025

LOT 2 OWNER:

JC HOLDINGS LLC an Illinois limited liability company

By: _____

Its: Manager

Date: 12-4-2024

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me on March 24, 2025, by David Brummel, the Mayor of CITY OF WARRENVILLE.

DAWN R. GRIVETTI
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Apr 21, 2026

SEAL

Signature of Notary

My Commission expires: 4-21-26

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me on December 4th, 2024, by Joseph Voegtle, the manager of JC HOLDINGS LLC, an Illinois limited liability company.

Signature of Notary

SEAL

My Commission expires: 12/4/27

OFFICIAL SEAL
CHRISTOPHER N SANTOS
Notary Public - State of Illinois
Commission No. 733919
My Commission Expires December 4, 2027

EXHIBIT A

Legal Description of Lot 1

Lot 1 in Final Plat of Subdivision Old Town Redevelopment Site 2 being a resubdivision of the southeast quarter of Section 35, Township 39 North, Range 9 East of the Third Principal Meridian in DuPage County, Illinois recorded on April 1, 2025 as Document Number R2025018168.

Commonly known as: 28W244 Warrenville Road, Warrenville, Illinois 60555

Property Index Number: 04-35-403-021

EXHIBIT A-1

Legal Description of North Parcel

Lot 8 and the south 12.22 feet of Lot 7 in Block 5 in the Plat of the Town of Warrenville, being a subdivision of part of the southeast quarter of Section 35, Township 39 North, Range 9, east of the Third Principal Meridian, according to the Plat thereof recorded July 10, 1844 as Document 1193, in DuPage County, Illinois.

Commonly known as: 3S511 Batavia Road, Warrenville, Illinois 60555

And

Lot 9 in Block 5 in the Plat of the Town of Warrenville, being a subdivision of part of the southeast quarter of Section 35, Township 39 North, Range 9, east of the Third Principal Meridian, according to the Plat thereof recorded July 10, 1844 as Document 1193 (excepting therefrom that part of said Lot 9 lying east of the west line if extended north, of Lot 1 in Riverside Homesites recorded as document 179880), in DuPage County, Illinois.

Commonly known as: 3S523 Batavia Road, Warrenville, Illinois 60555

Property Index Numbers: 04-35-403-009, 04-35-403-010, and 04-35-403-011

EXHIBIT B

Legal Description of Lot 2

Lot 2 in Final Plat of Subdivision Old Town Redevelopment Site 2 being a resubdivision of the southeast quarter of Section 35, Township 39 North, Range 9 East of the Third Principal Meridian in DuPage County, Illinois recorded on APRIL 4, 2025 as Document Number R2025 018168.

Commonly known as: 28W224 Warrenville Road, Warrenville, Illinois. 60555

P.I.N.: _____ (formerly 04-35-403-018, 04-35-403-012, 04-35-403-013)

EXHIBIT C

Depiction of Old Town Redevelopment Site #2

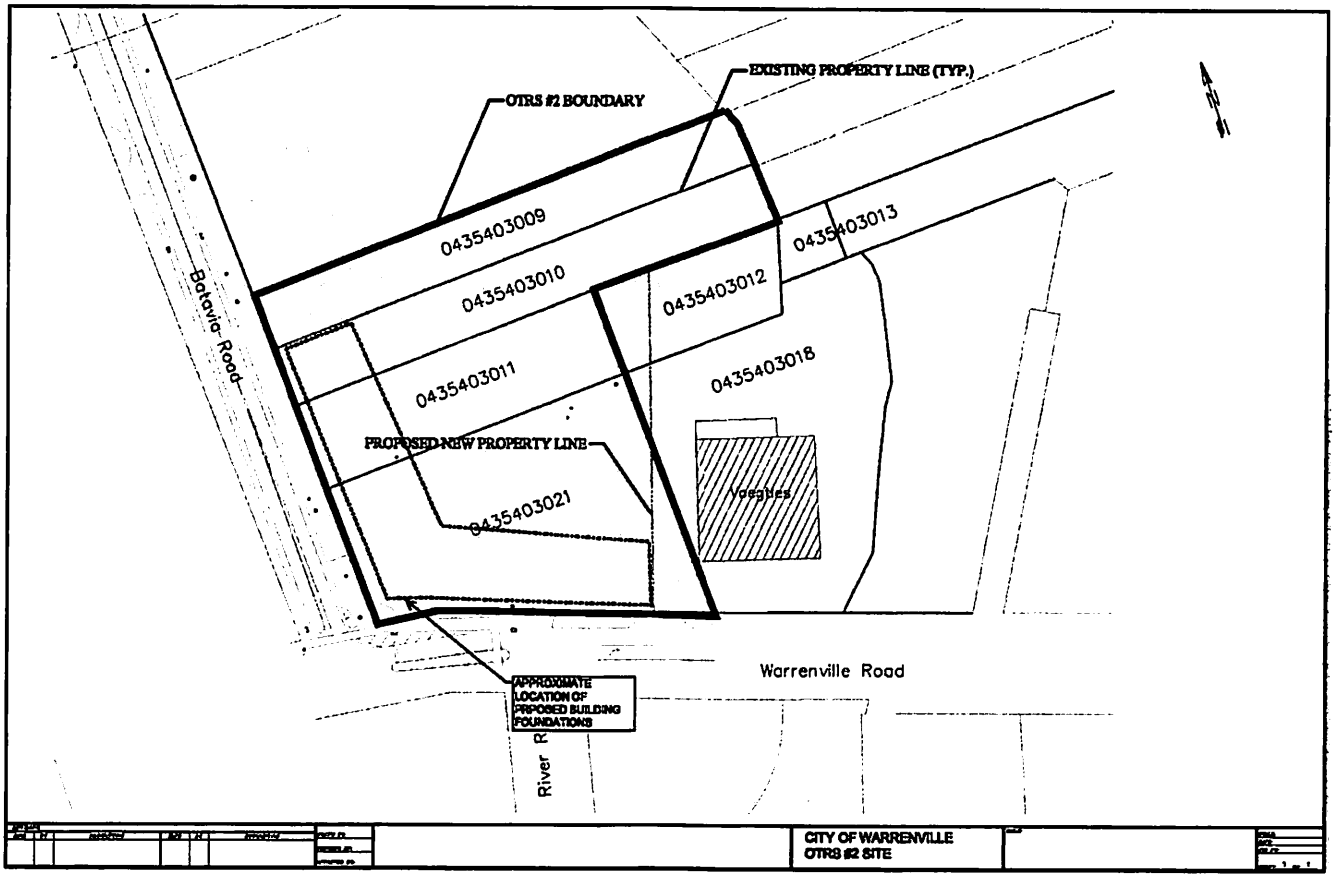
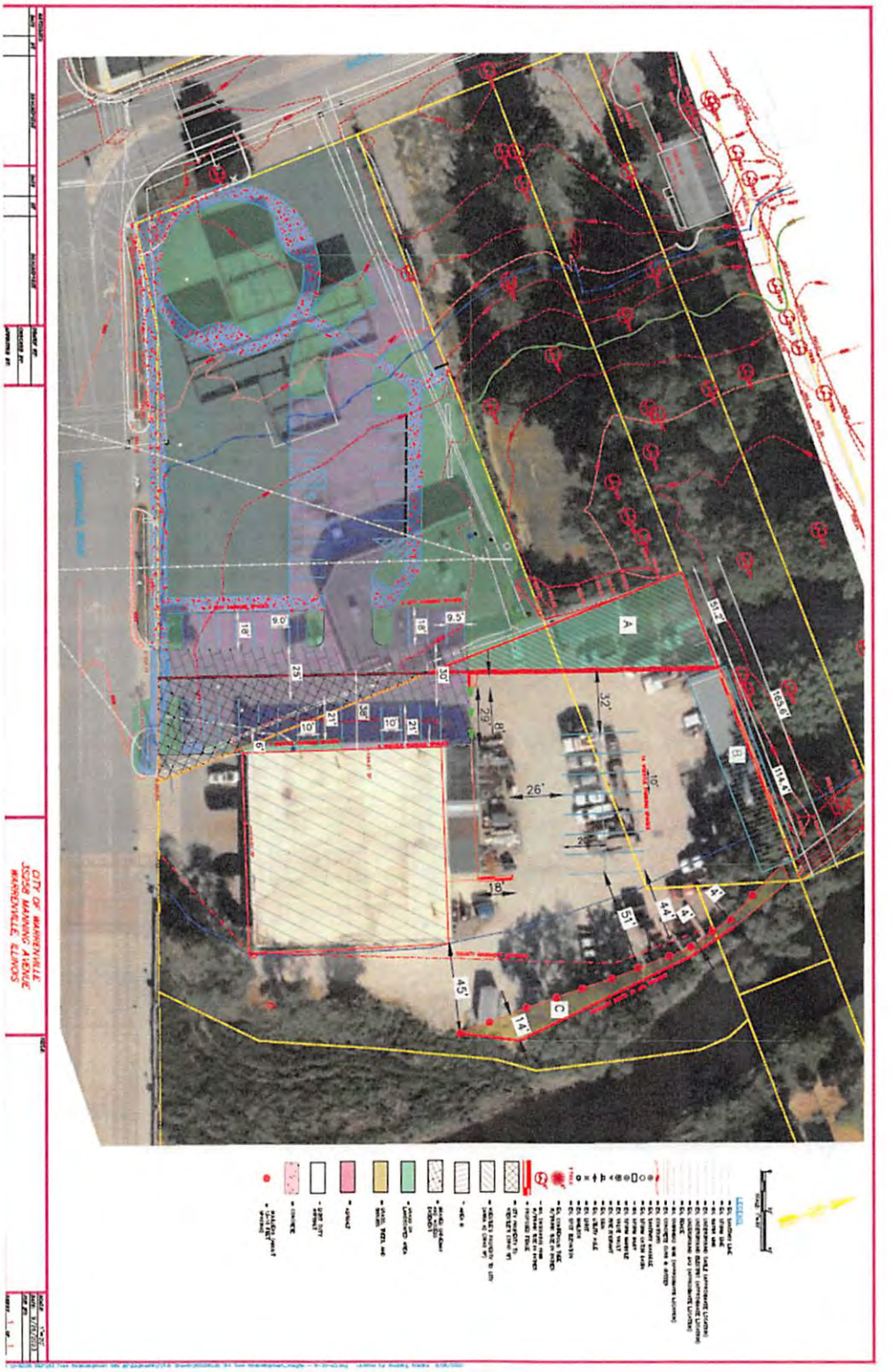


EXHIBIT D

LOCATION OF SHEDS



FINAL PLAT OF SUBDIVISION

OLD TOWN REDEVELOPMENT SITE 2

BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
NAME: WARRENVILLE CITY CLERK
ADDRESS: 3S258 MANNING AVENUE
WARRENVILLE, IL 60555

P.I.N.: 04-35-403-012
(PARCEL THREE)
COMMON ADDRESS:
28W224 WARRENVILLE ROAD
WARRENVILLE, IL 60555

P.I.N.: 04-35-403-013
(PARCEL TWO)
COMMON ADDRESS:
28W224 WARRENVILLE ROAD
WARRENVILLE, IL 60555

P.I.N.: 04-35-403-018
(PARCEL ONE)
COMMON ADDRESS:
28W224 WARRENVILLE ROAD
WARRENVILLE, IL 60555

P.I.N.: 04-35-403-021
COMMON ADDRESS:
28W244 WARRENVILLE ROAD
WARRENVILLE, IL 60555

N

SCALE: 1"=20'

LEGEND

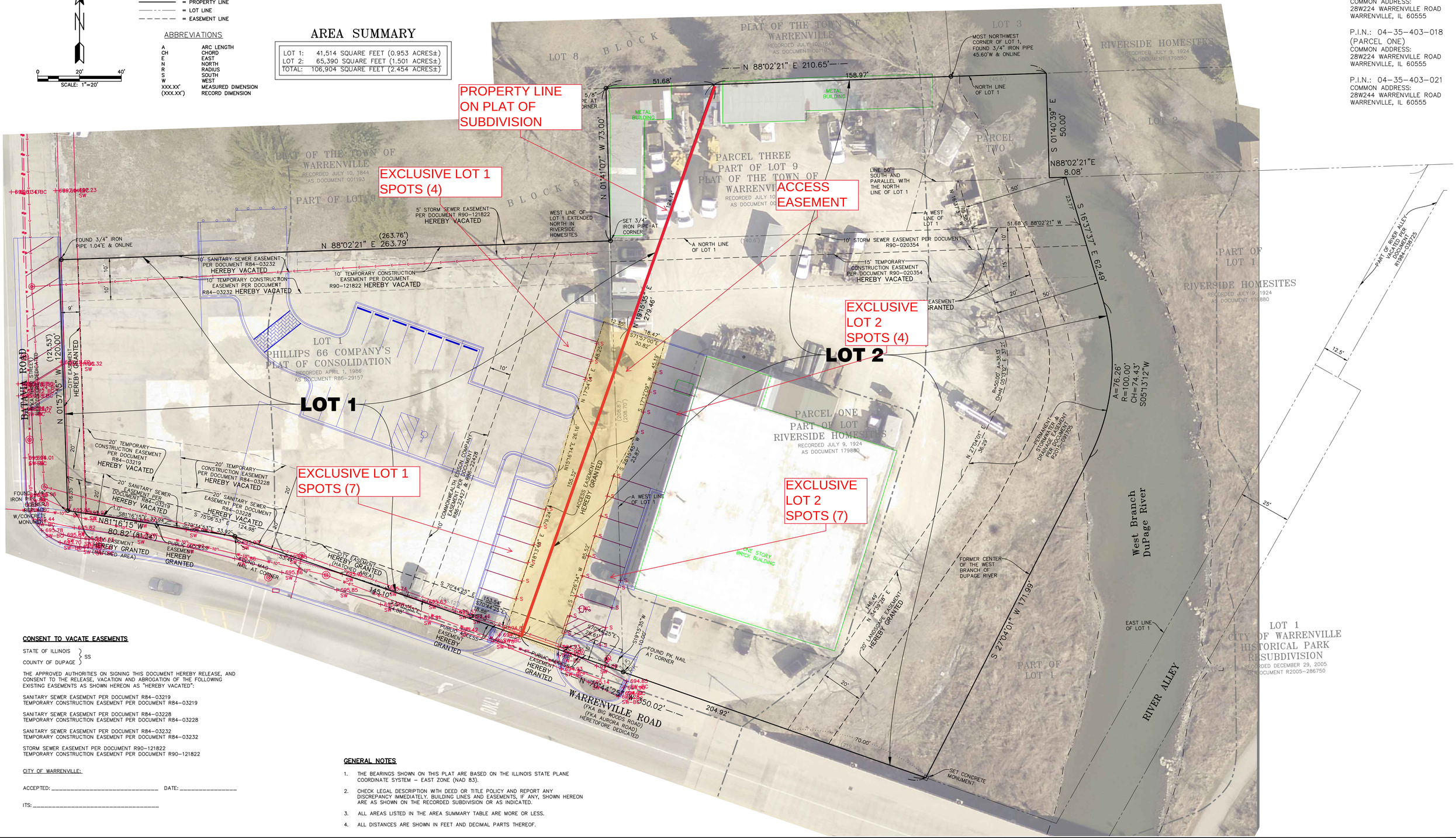
- = PROPERTY LINE
- = LOT LINE
- = EASEMENT LINE

ABBREVIATIONS

A	ARC LENGTH
CH	CHORD
E	EAST
N	NORTH
R	RADIUS
S	SOUTH
W	WEST
XXX.XX'	MEASURED DIMENSION
(XXX.XX')	RECORD DIMENSION

AREA SUMMARY

LOT 1:	41,514 SQUARE FEET (0.953 ACRES±)
LOT 2:	65,390 SQUARE FEET (1.501 ACRES±)
TOTAL:	106,904 SQUARE FEET (2.454 ACRES±)



CONSENT TO VACATE EASEMENTS

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THE APPROVED AUTHORITIES ON SIGNING THIS DOCUMENT HEREBY RELEASE, AND CONSENT TO THE RELEASE, VACATION AND ABROGATION OF THE FOLLOWING EXISTING EASEMENTS AS SHOWN HEREON AS "HEREBY VACATED":

SANITARY SEWER EASEMENT PER DOCUMENT R84-03219
TEMPORARY CONSTRUCTION EASEMENT PER DOCUMENT R84-03219

SANITARY SEWER EASEMENT PER DOCUMENT R84-03228
TEMPORARY CONSTRUCTION EASEMENT PER DOCUMENT R84-03228

SANITARY SEWER EASEMENT PER DOCUMENT R84-03232
TEMPORARY CONSTRUCTION EASEMENT PER DOCUMENT R84-03232

STORM SEWER EASEMENT PER DOCUMENT R90-121822
TEMPORARY CONSTRUCTION EASEMENT PER DOCUMENT R90-121822

CITY OF WARRENVILLE:

ACCEPTED: _____ DATE: _____

ITS: _____

GENERAL NOTES

1. THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM – EAST ZONE (NAD 83).
2. CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.
3. ALL AREAS LISTED IN THE AREA SUMMARY TABLE ARE MORE OR LESS.
4. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

REVISIONS:

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
09-17-24	SDS	CITY COMMENTS			
10-02-24	SDS	CITY COMMENTS			
10-14-24	SDS	CITY COMMENTS			

DRAWN BY: SDS
CHECKED BY: TBM
APPROVED BY: TBM

ENGINEERING RESOURCE ASSOCIATES
3S701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA , SUITE 875
CHICAGO, ILLINOIS 60606
PHONE (312) 474-7841
FAX (312) 474-6099

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

PREPARED FOR: CITY OF WARRENVILLE

TITLE: FINAL PLAT OF SUBDIVISION
28W224 & 28W244 WARRENVILLE ROAD
WARRENVILLE, ILLINOIS

SCALE: 1"=20'
DATE: 04-01-2024
JOB NO: W22280.B0
SHEET 1 OF 2

H:\Warrenville\W22280.00 Old Town Redevelopment Site 2_W22280.B0 OTR Phase 2\CADD\W22280.B0 PLAT OF SUBDIVISION.dwg Updated by: sskulich 10/22/2024

WARRENVILLE

COMMUNITY DEVELOPMENT DEPARTMENT

March 2025 – April 2025

BI-MONTHLY
CODE ENFORCEMENT ACTIVITY
SUMMARY REPORT

Prepared by: John Cumpek, Code Enforcement Officer
April 7, 2025

March and April Code Enforcement Activity Summary

Reporting period reduced due to change in meeting schedule

General Activity

- 45 new cases were opened in this reporting period. 78 cases total for reporting year 2025.
- 258 signs were removed from the City's right-of-way during the March/April reporting period. 275 signs have been removed from the right-of-way in 2025. *
- Four instances of work without a permit have been addressed to residents and contractors in this reporting period. There have been four total instances in 2025.
- Three properties were posted as uninhabitable due to water shut off because of non-payment of utility bills. In 2025 there have been six properties posted as do not occupy.
- Three building-related inspections were conducted by Code Enforcement staff. Five inspections have been conducted by code enforcement staff in 2025.

* There was a rise in placement of signs in the City's right-of-way due to elections. The increase in the number of signs placed on the right-of-way resulted in more time spent fielding requests from residents concerning sign regulations.

It was reported in the previous reporting period that hearings were in process for the revocation of a business license at 29W140 Butterfield Road #106 – Orchid Spa for violation of the terms of their business license. As a result of this case Orchid Spa voluntarily returned their business license to the City of Warrenville and is no longer conducting business within the City of Warrenville.

Administrative Adjudication Hearings Summary

One citation was heard during the March-April recording period.

The next Administrative Adjudication Hearing is scheduled for April 16, 2025. On this date seven citations are scheduled to be heard.

29W545 Country Ridge Drive #A	HAI Properties LLC	2/3/2025	4/16/2025
Vacant Lot PIN 0433405015, 0433405016, 0433405017	Baldemar Perez	12/15/2023	4/16/2025
Vacant Lot PIN 0433405015, 0433405016, 0433405017	Baldemar Perez	12/15/2023	4/16/2025
Vacant Lot PIN 0433405015, 0433405016, 0433405017	Baldemar Perez	12/15/2023	4/16/2025

Vacant Lot PIN 0433405015, 0433405016, 0433405017	Baldemar Perez	12/15/2023	4/16/2025
Vacant Lot PIN 0433405015, 0433405016, 0433405017	Baldemar Perez	12/15/2023	4/16/2025
Vacant Lot PIN 0433405015, 0433405016, 0433405017	Baldemar Perez	12/15/2023	4/16/2025

Location of Violation	Issued Date	Latest Follow-up Date	Complaint/ Violation	Comments	Status
ONGOING FROM PRIOR REPORTING PERIODS					
Alliance Construction/Beacon Building Supply 3S540 Route 59	6/17/21	10/28/2024	Property not in compliance with Special Use Ordinance 3026	Court citation issued $126,000.00 fine	In progress
30W218 Butterfield Road	12/20/21	4/2/2025	Inoperable vehicles being stored on property, debris/rubbish accumulation and fence in disrepair.		In progress
3S764 Route 59	12/15/2023	4/7/2025	Commercial vehicles stored on undeveloped land located in the flood plain		In progress
3S020 Continental Drive	4/3/2024	10/28/2024	Bridge repairs	Summerlakes HOA	In progress
3S611 Landon Avenue	12/11/2024	12/11/2024	temporary driveway removal		In progress
29W545 Country Ridge Drive #A	2/3/2025	2/21/2025	Interior drywall damage		In progress
29W441 Point Oak Drive	2/5/2025	4/4/2025	Debris accumulation/vehicle storage		In progress
MARCH					
Miscellaneous location	2/26/2025	2/26/2025	Illegal right of way obstruction	Eight signs removed	Complete
2S531 Sova Lane	2/26/2025	3/21/2025	Accessory structure in disrepair	Fence	Complete
27575 Ferry Road	2/26/2025	3/7/2025	Failed evertor inspection		Complete
Warrenville Road/Ferry Road	2/26/2025	2/26/2025	Water Main Break		Complete
30W260 Butterfield Road Unit 201A	2/26/2025	2/26/2025	Business license check		Complete
30W260 Butterfield Road Unit 207	2/26/2025	2/26/2025	Business license check		Complete
Warrenville Road/Batavia Road	2/26/2025	3/3/2025	Portable sign		Complete

Location of Violation	Issued Date	Latest Follow-up Date	Complaint/ Violation	Comments	Status
2S711 Grove Lane	3/3/2025	3/3/2025	DO NOT OCCUPY	Utilities Shut off	Complete
2S628 Wildwood Court	3/3/2025	3/3/2025	DO NOT OCCUPY	Utilities Shut off	Complete
28258 Diehl Road Building A Unit C	3/3/2025	3/3/2025	DO NOT OCCUPY	Utilities Shut off	Complete
28W481 Batavia Road	3/3/2025	3/7/2025	Signs in right of way		Complete
Miscellaneous location	3/3/2025	3/3/2025	Illegal right of way obstruction	12 signs removed	Complete
4S120 Route 59	3/3/2025	3/3/2025	Sign installed without permit	Prairie Cannabis Dispensary	Complete
Miscellaneous location	3/5/2025	3/5/2025	Illegal right of way obstruction	42 signs removed	Complete
Miscellaneous location	3/7/2025	3/7/2025	Illegal right of way obstruction	13 signs removed	Complete
Miscellaneous location	3/10/2025	3/10/2025	Illegal right of way obstruction	64 signs removed	Complete
3S115 Timber Drive	3/12/2025	3/12/2025	Rough electric, HVAC, framing, & firestopping	BP 2025-1654	Complete
28W649 Malvin Albright Street	3/12/2025	3/12/2025	Rough framing	BP2025-1649	Complete
29W405 Forestview Avenue W	3/12/2025	3/12/2025	Patio base	BP2024-1525	Complete
3S500 Elizabeth Avenue	3/12/2025	3/17/2025	Work without permit	Concrete porch	Complete
Miscellaneous location	3/12/2025	3/12/2025	Illegal right of way obstruction	Five signs removed	Complete
Tinker Avenue	3/12/2025	3/12/2025	Obstructed mailboxes		Complete
30W025 Oakwood Court	3/17/2025	3/17/2025	Water discharge		In progress
Miscellaneous location	3/17/2025	3/17/2025	Illegal right of way obstruction	13 signs removed	Complete
3S335 Winfield Road	3/17/2025	3/17/2025	Animal waste		Complete
29W140 Butterfield Road #106	3/17/2025	4/4/2025	Work without permits	Former Orchid Spa site	In progress

Location of Violation	Issued Date	Latest Follow-up Date	Complaint/ Violation	Comments	Status
29W610 Patterman Road	3/19/2025	3/19/2025	Vehicles parked on grass	Not located in City limits	Complete
Miscellaneous location	3/19/2025	3/19/2025	Illegal right of way obstruction	Three signs removed	Complete
Miscellaneous location	3/21/2025	3/21/2025	Illegal right of way obstruction	28 signs removed	Complete
4575 Weaver Parkway	3/24/2025	3/24/2025	Fallen tree obstructing sidewalk		Complete
Miscellaneous location	3/24/2025	3/24/2025	Illegal right of way obstruction	Six signs removed	Complete
Miscellaneous location	3/26/2025	3/26/2025	Illegal right of way obstruction	One sign removed	Complete
3S601 Winfield Road	3/26/2025	3/31/2025	Commercial vehicle parked at vacant property		Complete
28262 Diehl Road	3/26/2025	3/31/2025	Multiple complaints	Westlyn Apartments	Complete
Miscellaneous location	3/31/2025	3/31/2025	Illegal right of way obstruction	Three signs removed	Complete
2S533 Route 59	3/31/2025	3/31/2025	Multiple complaints	Laundry City Express	Complete
APRIL					
3S174 Birchwood Drive	4/2/2025	4/4/2025	Work without permit		Complete
2S610 Route 59	4/2/2025	4/4/2025	Sign installed without permit	Subway	Complete
2S610 Route 59 #10	4/2/2025	4/4/2025	Sign installed without permit	Clouds Are Us	Complete
29W509 Point Oak Drive	4/2/2025	4/4/2025	Septic system back up		In progress
Miscellaneous locations	4/2/2025	4/2/2025	Illegal right of way obstruction	57 signs removed	Complete
2S610 Route 59	4/2/2025	4/2/2025	Multiple	Shopping Center	In progress
2S648 Wildwood Court	4/2/2025	4/2/2025	Sump pump/stormwater discharge		In progress

Location of Violation	Issued Date	Latest Follow-up Date	Complaint/ Violation	Comments	Status
Miscellaneous locations	4/4/2025	4/4/2025	Illegal right of way obstruction	Six signs removed	Complete
3S600 Herrick Road	4/2/2025	4/4/2025	Fence repairs	Hubble Middle School	In progress

FY 2025 Community Development Department Work Plan

(last revised by AE 4/10/2025)

INTRODUCTION

The Community Development Department consists of nine (9) full-time positions and two (2) part time positions responsible for Planning, Zoning, Building, Code Enforcement, Development Engineering, Stormwater and Flood Plain Management, Economic Development, and Geographic Information Systems. The Department also provides administrative and engineering support to the Public Works Department. The Work Plan does not identify normal and typical work Department staff perform on an ongoing basis. Rather, it identifies those special projects or assignments in which staff is involved, in addition to normal activities such as processing private building/development applications and assisting in the design, bidding and construction of the Annual Road Program.

TIER ONE (HIGHEST PRIORITY) INITIATIVES

Item	Project / Program / Activity	Expected Completion Date	Status	City Council Initiated (Y/N)	Other City Plans
T1-1	Strategic Planning Process (All)	10/1/2024	Plan was approved by City Council. Staff working to prepare reporting metrics.	Y	
T1-2	BS&A ERP Software Implementation (All)	10/31/2025	CD Pre-Work Complete. Preparing for Testing and Rollout in April/May	Y	
T1-3	Special Census (AE/JM) (CD 24.07)	4/30/2025	Complete	Y	
T1-4	Develop internal policy to allocate available sanitary capacity and continued coordination with Naperville for Cantera (AE/KH/PK)	4/30/2025	Consultant prepared final report.	N	Strategic/Ec. Dev. Plan
	Old Town Redevelopment Site #2 (AKA, Citgo Property) (KH)				Strategic/Ec. Dev. Plan, OT/CC Sub. Plan, TIF #3 Plan
T1-5	Complete Ongoing Leaking Storage Tank Clean-up Plan (CD 24.02)	10/31/2024	Complete	N	
T1-6	Complete Voluntary Site Remediation Program Clean-up Plan (CD 24.03)	10/31/2024	Complete	N	
T1-7	Coordinate with IEPA for No Further Remediation Letter and Project Closeout	10/31/2024	Complete	N	
	Mack Road Bridge Replacement and Trail Project (KH/PK)				Bikeway Implementation Plan
T1-8	Complete Property/Easement Acqusition (CD 22.04)	7/31/2024	Legal Process Underway	N	
T1-9	Coordinate Construction (CD 24.01)	4/30/2026	Not Started	N	

TIER TWO (IMPORTANT) INITIATIVES

Item	Project Description	Expected Completion Date	Status	City Council Initiated (Y/N)	Other City Plans
T2-1	Implementation (focused on community and staff education) of Form Based Zoning Overlay Code for Old Town/Civic Center Subarea and adjacent areas (CA) (CD 23.04)	7/30/2024	Complete	N	Old Town/Civic Center Subarea Plan
T2-2	Coordinate Zoning Text Amendments (AE/JM)	4/30/2025	Ongoing	N	
T2-3	**Retail Recruitment Plan (AE/KH) (CD 25.01)**	**4/30/2025**	Received & Using GCEP Data from Choose DuPage for Site Marketing; Contracted with Retail Strategies in March to complete two assessments and market strategy for vacant retail spaces to promote infill opportunities. Results expected in Late April.	**N**	Strategic/ED Plan

T2-4	Installation of Solar Panels on Trailhead Restroom Pavilion (DR)	10/31/2024	Complete	N	
T2-5	Assist PW with Development of Complete Streets Implementation Plan (KH/PK)	4/30/2025	Not Started	N	Complete Streets Plan
T2-6	Assist PW with Development of ADA Transition Plan (DR/PK)	4/30/2025	CMAP Grant awarded to City. Waiting on kickoff meeting.	N	
T2-7	Prepare and issue RFP for OTRS#2, north end of property, Phase I Development (KH)	4/30/2025	Pre-launch period with local investors underway. RFP released week of April 7th. Recommended Developmnt Option to be identified this Spring.	N	Strategic/ED Plan
	Route 59 Sidewalk/Path Improvement Project (KH/PK)				Bikeway Implementation Plan
T2-8	ITEP Application	12/31/2024	Application Submitted	N	
T2-9	Final Engineering Design (CD 23.03)	12/1/2026	Not Started	N	
T2-10	Complete Property/Easement Acquisition (CD 24.06)	12/1/2026	Not Started	N	

TIER THREE (DESIRABLE) INITIATIVES

Item	Project Description	Expected Completion Date	Status	City Council Initiated (Y/N)	Other City Plans
T3-1	Develop Phase I pop-up shop program on new parking improvements on OTRS #1 and #2 (AE/KH)	4/30/2025	Merry Market Event Completed As Test Effort in December; Economic Development Specialist starts with City in late march. One area of focus will be site programming.	N	Strategic/ED Plan
	Future of Cantera (AE/JM)				
T3-2	Prepare and issue RFP for new market-based master district plan and refined zoning regs.	7/31/2025	Not Started - Timing Changed in Strategic Plan	N	Strategic/ED Plan
T3-3	PHASE I: Develop and Adopt Updated Master Plan	4/30/2026	Not Started - Timing Changed in Strategic Plan	N	Strategic/ED Plan
T3-4	PHASE II: Develop and Adopt Updated Zoning Regulations & Implementation Tools	4/30/2027	Not Started- Timing Changed in Strategic Plan	N	Strategic/ED Plan
T3-5	Coordinate Review and Consider Endorsement of the MMC Climate Action Plan (DW/PW/ADMIN)	4/30/2026	Not Started	N	
T3-6	Develop Comprehensive Engineering and Public Infrastructure Specifications Manual (KH/DR/PW)	4/30/2026	Not Started	N	
T3-7	Development of options for remaining City entry signs (PK/JC/KH)	4/30/2026	City Council Approved Contract in March for Two Entry Signs.	N	
T3-8	Negotiate a Relocation Agreement (to OTRS #1) with Voegtles (TBD)	4/30/2027	Not Started	N	Old Town/Civic Center Subarea Plan
T3-9	EV Readiness Program Development with Metropolitan Mayors Caucus	4/30/2025	Zoning Code Amendments Considered by Plan Commission 4/10; City Council Committee Review 4/14. Items to be presented for Council Council Action 4/21 to Complete Project.	N	

LEGEND FOR STAFF RANKING/PRIORITIZATION OF WORK PLAN ELEMENTS

Tier One – Highest priority initiatives staff feels must be advanced. Tier one elements of Department's annual Work Program. In many cases, these are ongoing or time-sensitive initiatives that cannot be delayed without significant detrimental, costly, and/or long-term negative impacts. Expect to accomplish with existing and budgeted resources.

Tier Two – Important priority initiatives staff feels should be advanced. Tier two elements of the Department Work Program staff expects to accomplish/advance with existing and budgeted resources. Delaying progress on these initiatives and projects will result in undesirable impacts.

Tier Three –Desirable and valuable initiatives, but not items the Department expects to advance to any significant degree with existing or budgeted resources in upcoming FY. Third tier elements of the Department's annual Work Program. It is

#-# Highlighting = New for FY 2025

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

AE = Director of Community and Economic Development, PK = Director of Public Works, KH = Assistance Community Development Director, ML = Chief Code Official, DR = Civil Engineer, JM = Community Planner

PROJECTS NOT INCLUDED IN FY 2025 WORK PLAN

1. Prepare conceptual site plan and financial analysis for preferred development program on Old Town Redevelopment Site #1 (Pop-up Shop Initiative Phase 2)
2. Develop and pursue marketing campaign for City-owned properties, with particular focused on NE corner of Routes 59 and 56 (e.g., web page, targeted convention marketing, RFP, etc.)
3. Inventory and develop database and maintenance status of all detention ponds (DR)
4. City-Wide Stormwater Master Plan
5. Coordinate implementation of local housing rehabilitation assistance program for CDBG funds (per Housing Action Plan) in FY 26
6. Coordinate with Police Dept. on adoption and implementatioin of Crime-Free Housing Program
7. Final design for Leone Schmidt Park pavilion and lookout improvements
8. Coordinate with Public Works on design and construction of on-street parking north of OTRS #2 on Batavia (including funding)
9. Coordinate with City Attorney and prepare revised sign ordinance
10. Prepare tree preservation ordinance
11. Prepare revised Comprehensive Plan for entire City
12. Assist Public Works on Point Oak Drive dedication and improvement
13. Extend Sidewalk and Bike Path along Route 59 to Route 56 both sides
14. Assist PW in Construction of Batavia Road path connection between Alden Horizon Senior Living and Blackwell Forest Preserve (KH/PW)

OTHER FACTORS TO CONSIDER WHEN EVALUATING FY 2025 WORK PLAN

1. Assumes no new vacancies in current Community Development Department positions and all existing vacant positions will be refilled
2. Does not account for emergencies or unexpected issues that may take priority throughout the year