

**CITY OF WARRENVILLE
PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE OF THE WHOLE
REGULAR MEETING
Monday, June 9, 2025, at 7:00 p.m.
City Council Chambers at City Hall
28W701 Stafford Place, Warrenville, IL 60555**

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

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

A G E N D A

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. PLEDGE OF ALLEGIANCE**
- D. CITIZENS COMMENTS**
- E. OFFICIALS AND STAFF COMMENTS**
- F. BUSINESS OF MEETING**
 - 1. Consideration of Temporary Parking Ordinance for 3S580 River Road (K. Hocking)
 - 2. Consideration of Cultivate Geospatial Solutions (CGS) Contract for FY 2026 GIS Management Services (P. Kuchler)
 - 3. Informational Update on the Ride DuPage PACE Program and Rideshare Access Program (RAP) (K. Hernandez-Galvan)
 - 4. Consideration of Staff Recommended Updates to the Enterprise Maintenance and Replacement Plan (EMRP) (P. Kuchler)
 - 5. Consideration of Staff Recommended Updates to the Capital Maintenance and Replacement Plan (CMRP) (P. Kuchler)
 - 6. Informational Update on FY 2025 Sustainability Highlights (K. Hernandez-Galvan)
 - 7. Consideration of Disposal of Surplus Personal Property (J. Clark)
 - 8. Consideration of Supervisory Control and Data Acquisition (SCADA) Improvements for Wells, Water Towers, and Lift Stations. (P. Kuchler)

9. Consideration of Contract Lease of Sewer Camera with Edge AI Solutions Inc. (P. Kuchler)
10. Consideration of Generator Replacement at Fox Hollow Lift Station (P. Kuchler)
11. Review and file Public Works Department FY 2026 work program and decision package status report (FYI)

G. MISCELLANEOUS

H. ADJOURN

PK\KHG

K. Hocking = Assistant Community Development Director **Kristine Hocking**

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

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

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

Upcoming Meetings and Dates to Remember:

(please note, meetings/events occasionally get cancelled, rescheduled, or added – please confirm meeting dates and times on the City Website at <https://www.warrenville.il.us/calendar.aspx>)

June	10	6:30 p.m.	Bicyclist and Pedestrian Advisory Commission
	12	7:00 p.m.	Tourism and Arts Commission
	14	12pm – 6pm	Park District Multicultural Festival
	16	7:00 p.m.	City Council
	17	7:00 p.m.	Inclusion, Diversity, Equity and Awareness Commission
	19	7:00 p.m.	Plan Commission / Zoning Board of Appeals
	24	7:00 p.m.	Board of Fire and Police Commissioners, at Police Department
July	01	7:00 p.m.	Environmental Advisory Commission
	03	6pm – 11pm	Independence Day Parade and Festival
	04		Independence Day – City Offices Closed
	04	12pm – 11pm	Independence Day Festival – Cerny Park
	07	7:00 p.m.	City Council
	08	6:30 p.m.	Bicyclist and Pedestrian Advisory Commission
	10	7:00 p.m.	Plan Commission / Zoning Board of Appeals
	14	7:00 p.m.	Community Development Committee
	15	7:00 p.m.	Inclusion, Diversity, Equity and Awareness Commission
	17	7:00 p.m.	Tourism and Arts Commission

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

CITY OF WARRENVILLE

MEMORANDUM

To: Mayor and City Council
From: Philip M. Kuchler, Public Works Director 
Subject: AGENDA SUMMARY FOR JUNE 9, 2025, PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE OF THE WHOLE MEETING
Date: JUNE 4, 2025

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

F. BUSINESS OF MEETING

1. Temporary Parking Ordinance for 3S580 River Road (Attachment)

This ordinance approves a temporary use permit allowing off-site parking at 28W289 Warrenville Road to support the operation of a home furnishings retail store in the historic Blacksmith Building located at 3S580 River Road. Since the River Road property lacks adequate parking, four parking spaces, including one accessible space, will be reserved on the Warrenville Road property for employees and patrons. The temporary use permit will expire 18 months after approval or when sufficient off-street parking is provided on the River Road property. The permit requires compliance with zoning codes, signage, and striping requirements, and will expire or be revoked if the conditions are not fulfilled. Assistant Community Development Director Hocking will make a brief presentation and answer questions at the meeting.

Committee Action Requested: Recommend the City Council pass an ordinance approving a temporary use permit for temporary off-site parking at 28W289 Warrenville Road and 3S580 River Road.

Staff Recommendation: Assistant Community Development Director Hocking and Community and Economic Development Director Emery recommend this action.

Budgetary Impact: Not applicable.

Other Resources Required: Staff time to coordinate with the property owner.

Strategic Plan Goal: #1 Energetic and Healthy Economy – Business Retention and Expansion

2. Cultivate Geospatial Solutions FY26 GIS Management Services Contract (Attachment)

Staff is recommending approval of a contract with Cultivate Geospatial Solutions (CGS) to provide GIS management services in FY26 for \$10,000 per month, totaling \$120,000. The BS&A Enterprise Resource Planning (ERP) software, VUEWorks Enterprise Asset Management (EAM) software, and Granicus Citizen Engagement software solutions rely on accurate and complete GIS data to fully utilize those software solutions. Creation of dashboards that will extract and summarize data from the new ERP, EAM, and Citizen Engagement software solutions is included in this contract. These dashboards will be

utilized by senior staff to monitor, evaluate, and report on information from the software systems. Public Works Director Kuchler will make a brief presentation and answer questions at the meeting.

Committee Action Requested: Recommend the City Council pass a resolution approving a professional services agreement for FY 2026 GIS Management Services with Cultivate Geospatial Solutions, LLC.

Staff Recommendation: Public Works Director Kuchler recommends this action.

Budgetary Impact: A decision package for the \$120,000 expense was approved as part of the FY26 Budget.

Other Resources Required: Staff time to coordinate with CGS.

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

3. Ride DuPage PACE Program and Rideshare Access Program Update (RAP) (Attachment)
Ride DuPage is a transportation initiative that offers bus or taxi/vehicle-for-hire services for individuals requiring travel assistance due to physical or cognitive limitations. The City of Warrenville has been involved with Ride DuPage since late April 2019. The staff has been diligently tracking the usage of the Ride DuPage programs. Included with the agenda backup materials is a memo providing details of the programs and historical data. Asset Management Analyst Hernandez-Galvan will make a brief presentation and answer questions 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: #2 Engaged and Connected Community – Unique Programs and Events

4. Updates to the Enterprise Maintenance and Replacement Plan (EMRP) (Attachment)
One of the commitments in the Enterprise Maintenance and Replacement Plan (EMRP) is that the plan be updated annually in conjunction with the preparation of the operating budget. This update last occurred two years ago in April 2023. Included with the agenda backup materials is a staff memo from Public Works Director Kuchler, dated June 4, 2025, detailing the recommended adjustments to the EMRP. If the adjustments are approved as recommended, the total EMRP average annual expenditures will increase by \$353,685 or 7.2% to a new annual average of \$5,262,858.

Committee Action Requested: Recommend the City Council accept the updates to the Enterprise Maintenance and Replacement Plan, per the staff memo dated June 4, 2025, and direct staff to incorporate those adjustments into an updated EMRP document.

Staff Recommendation: Public Works Director Kuchler recommends this action.

Budgetary Impact: Not applicable.

Other Resources Required: Staff time to update the EMRP document and related schedules.

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

5. Updates to the Capital Maintenance and Replacement Plan (CMRP) (Attachment)

One of the commitments in the Capital Maintenance and Replacement Plan (CMRP) is that the plan be updated annually in conjunction with the preparation of the operating budget. This update last occurred two years ago in April 2023. Included with the agenda backup materials is a staff memo from Public Works Director Kuchler, dated June 4, 2025, detailing the recommended adjustments to the CMRP. If the adjustments are approved as recommended, the total CMRP average annual expenditures will increase by \$319,800 or 9.9% to a new annual average of \$3,557,145.

Committee Action Requested: Recommend the City Council accept the updates to the Capital Maintenance and Replacement Plan, per the staff memo dated June 4, 2025, and direct staff to incorporate those adjustments into an updated CMRP document.

Staff Recommendation: Public Works Director Kuchler recommends this action.

Budgetary Impact: Not applicable.

Other Resources Required: Staff time to update the CMRP document and related schedules.

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

6. FY25 Sustainability Highlights (Attachment)

The list of sustainability highlights that was first compiled by staff in 2016, was recently reviewed and updated. The review highlights projects and initiatives the City has accomplished, that are ongoing, and future endeavors. Asset Management Analyst Hernandez-Galvan will highlight updates and some of the accomplishments that took place during FY25 and answer any questions at the meeting. A copy of the draft Sustainability Highlights report is included with the agenda backup materials.

Committee Action Requested: None. For informational purposes only.

Staff Recommendation: Not applicable.

Budgetary Impact: Not applicable.

Other Resources Required: Not applicable.

Strategic Plan Goal: #3 Quality City Services – Deliver Services Sustainably

7. Disposal of Surplus Personal Property (Attachment)

Staff has identified one piece of equipment and three vehicles that are no longer utilized, necessary, or useful to the City because of age, condition, and changes to the mowing of City property. Past practice for disposal of such City-owned equipment and vehicles has been to sell the property at auction. Obenauf Auction Service, Inc., would be utilized to sell the equipment and vehicles in an online auction. The City has previously utilized their services and found them to be professional and well run. Proceeds from the auction will be returned to the City, minus an assessed six percent service fee. Included with the agenda backup materials is an ordinance listing the property for disposal. Capital Maintenance Superintendent Clark will make a brief presentation and answer questions at the meeting.

Committee Action Requested: Recommend the City Council pass an ordinance approving the disposal of surplus personal property owned by the City of Warrentville.

Staff Recommendation: Public Works Director Kuchler, Capital Maintenance Superintendent Clark, and Utility Maintenance Superintendent Jardine recommend this action.

Budgetary Impact: Any money received from the sale of equipment will be deposited into the Capital Maintenance and Replacement Fund or the Water and Sewer Fund, as appropriate.

Other Resources Required: Staff time to coordinate the disposal of property.

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

8. Supervisory Control and Data Acquisition (SCADA) Improvements (Attachment)

The FY26 budget includes a decision package for upgrades to the City’s SCADA systems that monitor and manage the water and wastewater infrastructure. SCADA systems are essential for real-time monitoring, control, and data analysis to ensure operational efficiency, regulatory compliance, and the delivery of safe, reliable water and sanitary sewer services. The proposed upgrades will modernize outdated systems, improve cybersecurity, enhance reliability, and provide more advanced analytics for resource management and maintenance planning. These improvements will ultimately reduce long-term operational costs and help protect public health and the environment. Public Works Director Kuchler will present this item and answer questions at the meeting.

Committee Action Requested: Recommend the City Council pass a resolution approving an agreement with Metropolitan Industries, Inc. for Lift Station and Water System SCADA Upgrades.

Staff Recommendation: Utility Maintenance Superintendent Jardine and Public Works Director Kuchler recommend this action.

Budgetary Impact: The FY26 Budget includes \$300,000 for this project (\$125,000 in water and \$175,000 in sewer). This project is anticipated to continue into FY27, and the remaining \$37,388 will be included in the FY27 budget.

Other Resources Required: Staff time to coordinate with the contractor.

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

9. Contract Lease of Sewer Camera with Edge AI Solutions Inc. (Attachment)

The City’s existing sewer camera has required frequent and costly repairs (\$16,800 since 2021) with increasing downtime and no remaining warranty coverage. Originally expected to last 10 years, it is proving unreliable and inefficient for the City’s sanitary sewer maintenance needs. To improve operations, staff recommends entering into an 18-month lease agreement for a new modern, portable, and cloud-based system that offers significant advantages, including high-definition 360-degree imaging, post-inspection coding, reduced field time, and full maintenance support for \$32,100 over the 18-month agreement. Staff will evaluate the system during the lease period and may recommend its purchase, with lease payments credited toward that cost. A staff memo providing more detail with the resolution and subscription agreement are included with the agenda backup materials. Public Works Director Kuchler will present this item and answer questions at the meeting.

Committee Action Requested: Recommend that the City Council pass a resolution approving a subscription agreement with Edge AI Solutions, Inc. for the provision of a camera and related software for sewer inspections.

Staff Recommendation: Utility Maintenance Superintendent Jardine and Public Works Director Kuchler recommend this action.

Budgetary Impact: Sufficient funds are included in the Sewer Capital Maintenance to cover the \$16,050 FY26 expense. The remainder of the lease would be included in the FY27 budget.

Other Resources Required: None.

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

10. Generator Replacement at Fox Hollow Lift Station (Attachment)

Staff is recommending the replacement of the generator at the Fox Hollow sanitary sewer lift station for \$61,387. The existing unit is an 80-kilowatt natural gas generator originally manufactured in the 1970s. It was repurposed and relocated from the old Warrenville Public Works building to the Fox Hollow lift station, where it has served as a critical backup power source for several decades. Given its age and history of relocation and reuse, the generator has significantly exceeded its expected service life. Typically, the life expectancy of a well-maintained industrial-grade gas generator ranges from 20 to 30 years. At over 45 years old, this generator is well beyond its anticipated operational lifespan, making replacement necessary to ensure continued reliability and system resilience. Upgrading this equipment will enhance the lift station's reliability during power outages and reduce the risk of service disruptions or emergency repairs. Public Works Director Kuchler will present this item and answer questions at the meeting.

Committee Action Requested: Recommend that the City Council pass a resolution waiving bidding and approving a contract with Frank Marshall Electric Midwest, LLC for Fox Hollow Lift Station generator replacement.

Staff Recommendation: Utility Maintenance Superintendent Jardine and Public Works Director Kuchler recommend this action.

Budgetary Impact: \$75,000 was included in the FY26 budget to proactively replace the generator at the Emerald Green lift station. This generator is now a higher priority, and the Emerald Green generator will be pushed to FY27.

Other Resources Required: Staff time to coordinate the removal and replacement of the generator.

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

11. Public Works FY26 Work Program and Decision Package Status Report (Attachment)

The Public Works Department Work Program identifies specific projects and initiatives staff expects to advance during the current fiscal year, in addition to normal day-to-day core operational and service-delivery responsibilities of the department. Staff has updated the FY26 Public Works Department Work Program to provide the status of department projects. A copy of the report is included with the agenda backup materials.

Committee Action Requested: None. For informational purposes only.

Staff Recommendation: Not applicable.

Budgetary Impact: Not applicable.

Other Resources Required: Not applicable.

Strategic Plan Goal: Not applicable.

PK/KHG

ORDINANCE NO. O2025-__

AN ORDINANCE APPROVING A TEMPORARY USE PERMIT FOR TEMPORARY OFF-SITE PARKING (28W289 WARRENVILLE ROAD AND 3S580 RIVER ROAD)

WHEREAS, John Bollweg ("**Owner**") is the owner of that certain real property commonly known as 3S580 River Road, Warrenville, Illinois and legally described in **Exhibit A** attached to and made of a part of this Ordinance ("**Development Property**"); and

WHEREAS, J H Bollweg & Sons ("**Parking Property Owner**") is the owner of that certain real property known as 28W289 Warrenville Road, Warrenville, Illinois and legally described in **Exhibit A** attached to and made of a part of this Ordinance ("**Parking Property**"); and

WHEREAS, the Development Property is improved with a one-story commercial building which was formally used as a blacksmith shop ("**Blacksmith Building**") and contains no off-street parking spaces; and

WHEREAS, the Parking Property is improved with a one-story commercial building, a single-family residence, and an off-street parking area ("**Parking Lot**"); and

WHEREAS, the Owner is renovating the Blacksmith Building and intends to occupy the Blacksmith Building with a home furnishing store ("**Proposed Retail Use**"); and

WHEREAS, the Owner also intends to construct an addition to the Blacksmith Building in which the Owner plans to locate his plumbing business and an off-street parking area that provides sufficient parking for all of the uses on the Development Property ("**Proposed Future Development**"); and

WHEREAS, in order to construct the Proposed Future Development on the Development Property, the Owner must obtain approval of a variation and any other necessary zoning relief; and

WHEREAS, the Owner desires to open and operate the Proposed Retail Use in the Blacksmith Building on the Development Property prior to the construction of the Proposed Future Development; and

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

WHEREAS, pursuant to Table 5E of the Zoning Ordinance the Development Property must provide at least four off-street parking spaces, including one accessible off-street parking space, for use by the Proposed Retail Use; and

WHEREAS, the Parking Lot on the Parking Property contains at least four surplus off-street parking spaces; and

WHEREAS, until the Proposed Future Development is constructed, the Owner proposes to temporarily satisfy the minimum off-street parking requirements for the Proposed Retail Use on the Development Property by reserving four off-street parking spaces in the Parking Lot on the

Parking Property for use by employees and patrons of the Proposed Retail Use (“**Proposed Temporary Off-Site Parking**”); and

WHEREAS, pursuant to Section 1.D.5 of the Zoning Ordinance, temporary use permits may be issued by the City Council; and

WHEREAS, pursuant to the applicable sections of the Zoning Ordinance and the Warrenville City Code (“**City Code**”), Owner, on behalf of, and with the consent of, the Parking Property Owner, filed a request with the City for approval of a temporary use permit to allow the Proposed Temporary Off-Site Parking in order to operate the Proposed Retail Use on the Development Property prior to the completion of the Proposed Future Development (“**Temporary Use Permit**”), subject to certain conditions and restrictions; and

WHEREAS, 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 Temporary Use Permit, 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: Temporary Use Permit. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in this Ordinance, including, without limitation, the conditions set forth in Section 4 of this Ordinance, the City Council approves the Temporary Use Permit to allow the Proposed Temporary Off-Site Parking on the Parking Property to allow the operation of the Proposed Retail Use on the Development Property prior to the completion of the Proposed Future Development.

SECTION 3: 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 any other rights the Owner or the Parking Property Owner may have, the approval granted in Section 2 of this Ordinance is hereby expressly subject to and contingent upon the conditions, concepts, restrictions, limitations, and provisions set forth in this Section (collectively, the “**Conditions**”).

A. **Compliance with Law and Regulations.** The development, use, operation, and maintenance of the Parking Property, the Parking Lot, the Development Property and the Blacksmith Building must 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.

B. **Compliance with Plans and Documents.** Except for minor changes and site work approved by the Director of Community and Economic Development in accordance with all applicable City standards, the development, use, operation, and maintenance of the Parking Property, the Parking Lot, and the Development Property must comply with the Off-Site Parking Plan, consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B (“Parking Plan”)**.

C. Location, Striping, and Signage. The accessible parking space to be allocated as part of the Proposed Temporary Off-Site Parking must be striped and located on the Parking Property in accordance with the Parking Plan. The three other off-site parking spaces temporarily dedicated to the Proposed Retail Use must be located in the same row as the accessible parking space. All four off-site parking spaces must be clearly marked as reserved for the Proposed Retail Use.

D. Exclusive Use of Off-Site Parking Spaces. Until sufficient parking spaces are provided on the Development Property to serve the Proposed Retail Use in accordance with the Zoning Ordinance, the four off-site parking spaces to be used by the Proposed Retail Use on the Parking Property must be reserved for and available to the Proposed Retail Use at all times.

E. Expiration of Temporary Use Permit. The Temporary Use Permit granted pursuant to this Ordinance will expire (i) 18 months after the adoption of this Ordinance; or (ii) upon sufficient off-street parking spaces to meet the minimum requirements set forth in the Zoning Ordinance are provided on the Development Property for the Proposed Retail Use pursuant to a permit issued by the City, whichever is earlier to occur.

F. Temporary Extension. The Director of Community and Economic Development may extend the Temporary Use Permit for up to six months (for a total maximum duration of two years), but only if the Owner and the Parking Property Owner have complied with all other conditions set forth in Section 3 of this Ordinance, the Owner has obtained the required zoning relief for the Proposed Future Development, and the Owner is diligently pursuing the completion of the Proposed Future Development.

G. Required Action in the Event of Expiration. If it is reasonably anticipated that the Temporary Use Permit will expire pursuant to Section 3.E(i) of this Ordinance because sufficient off-street parking spaces will not have been provided on the Development Property for the Proposed Retail Use within 18 months after this Ordinance is adopted (or within two years if an extension is granted pursuant to Section 4.F of this Ordinance), the Owner must bring the Development Property into compliance with the Zoning Ordinance within 30 days of the expiration date by either (i) obtaining City Council approval of an acceptable, alternative parking arrangement; (ii) providing the required minimum off-street parking spaces in another manner that complies with the Zoning Ordinance; or (iii) ceasing the operation of the Proposed Retail Use on the Development Property until such time as sufficient parking is constructed on-site or an alternative parking arrangement is approved.

SECTION 4: Invalidation of Approvals. Upon the failure or refusal of the Owner or the Parking Property Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the City, the approval granted in Section 2 of this Ordinance ("**Approval**") may, at the sole discretion of the City Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the City Council may not so revoke the Approval unless it first provides the Owner and the Parking Property Owner two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the City Council. In the event of such revocation, or in the event that the Temporary Use Permit expires without the Development Property being brought into compliance as set forth in Section 3.G of this Ordinance, the City Administrator and City Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 5: Recordation and Binding Effect. A copy of this Ordinance must be recorded in the Office of the DuPage County Recorder on the title for the Development Property and the Parking Property. This Ordinance and the privileges, obligations, and provisions contained inure to the benefit of, and are binding upon, the Applicant and Owner; provided that the obligation to provide the off-site parking spaces on the Development Property shall run with the land and be binding on the Development Property Owner and its successors, heirs, and assigns.

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 City Code, as applicable to the affected items of relief, except as otherwise specifically authorized in this Ordinance.

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 ____ day of _____, 2025.

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED THIS ____ day of _____, 2025.

MAYOR

ATTEST:

CITY CLERK

EXHIBITS

Exhibit A - Legal Description of Development Property and the Parking Property

Exhibit B – Parking Plan

EXHIBIT A

LEGAL DESCRIPTION OF THE DEVELOPMENT PROPERTY

LOT 1 IN KLEINWACHTER'S ASSESSMENT PLAT OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 04-35-414-013

COMMONLY KNOWN AS: 3S580 River Road

LEGAL DESCRIPTION OF THE PARKING PROPERTY

LOT 3 OF BOLLWEG SUBDIVISION, A PART OF THE SOUTH HALF OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, RECORDED December 9, 2022 as DOC. R2022-106943

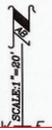
PIN: 04-35-414-032

COMMONLY KNOWN AS: 28W289 Warrenville Road

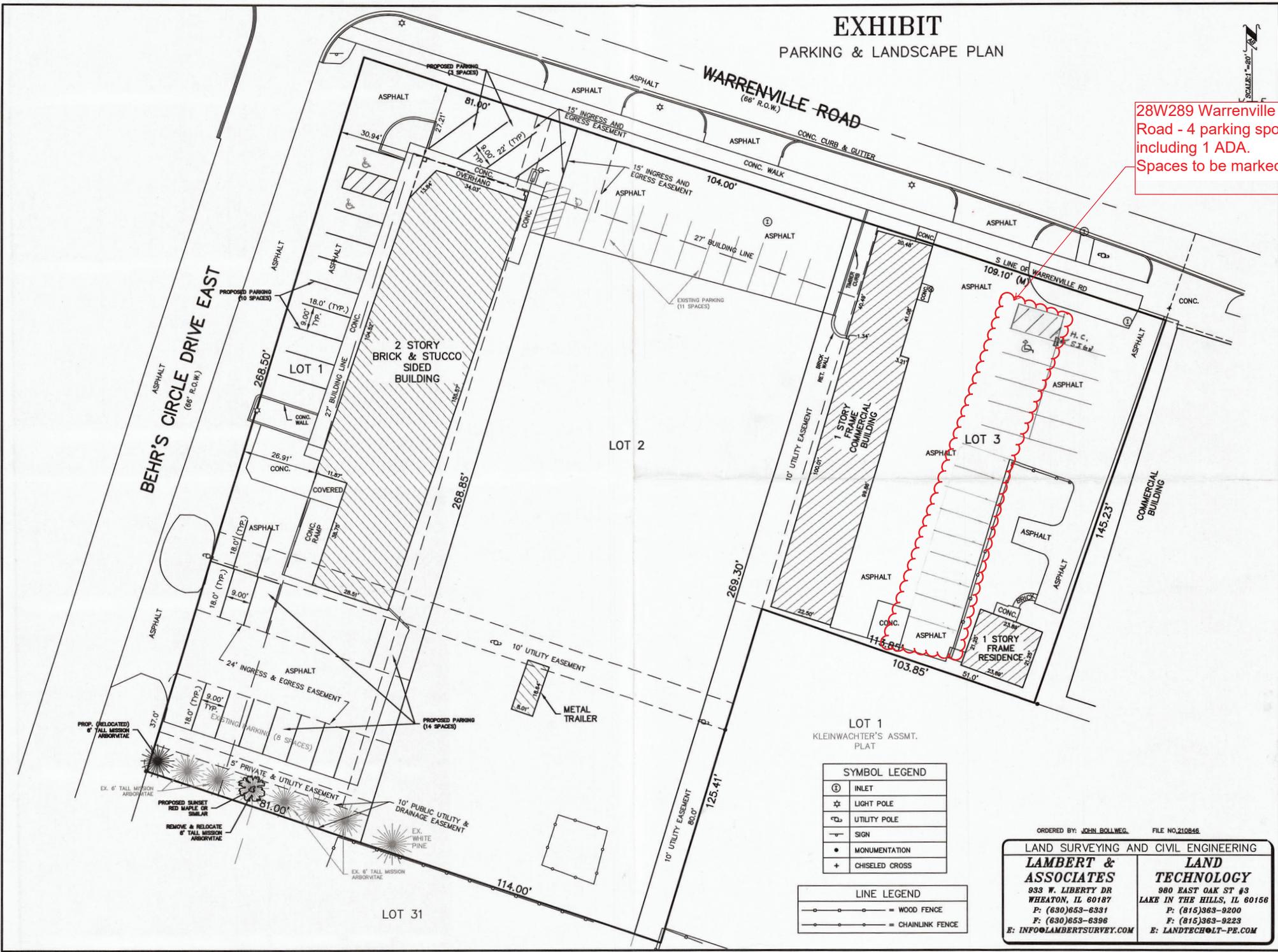
EXHIBIT B
PARKING PLAN

EXHIBIT

PARKING & LANDSCAPE PLAN



28W289 Warrenville Road - 4 parking spots including 1 ADA. Spaces to be marked.



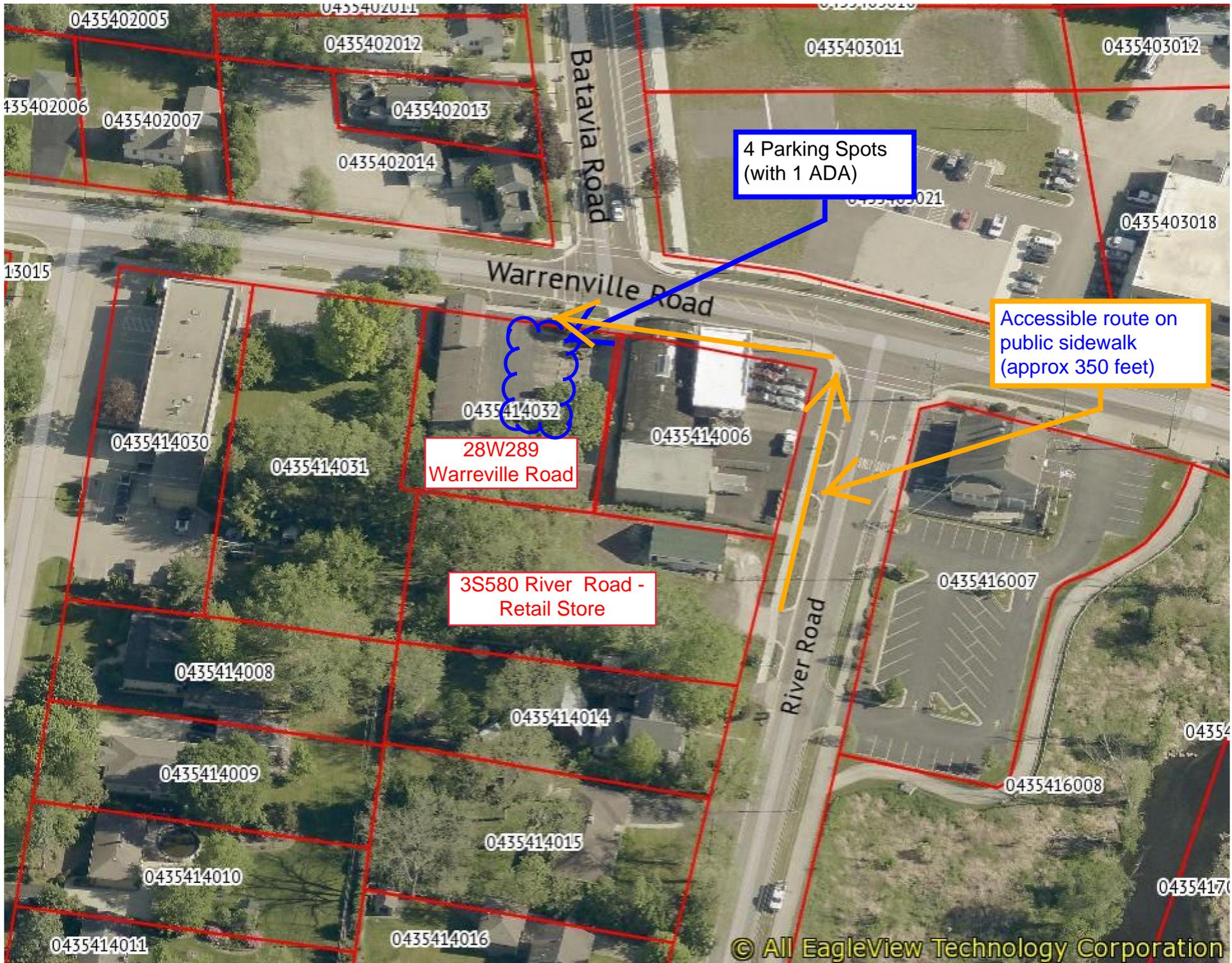
LOT 1
KLEINWACHTER'S ASSMT.
PLAT

SYMBOL LEGEND	
⊕	INLET
☆	LIGHT POLE
⊕	UTILITY POLE
—	SIGN
•	MONUMENTATION
+	CHISELED CROSS

LINE LEGEND	
—○—○—○—	WOOD FENCE
—○—○—○—	CHAINLINK FENCE

ORDERED BY: JOHN BOLLWEG. FILE NO. 210846

<p>LAND SURVEYING AND CIVIL ENGINEERING</p> <p>LAMBERT & ASSOCIATES</p> <p>933 W. LIBERTY DR WHEATON, IL 60187 P: (630)653-6331 F: (630)653-6396 E: INFO@LAMBERTSURVEY.COM</p>	<p>LAND TECHNOLOGY</p> <p>980 EAST OAK ST #3 LAKE IN THE HILLS, IL 60156 P: (815)363-9200 F: (815)363-9223 E: LANDTECH@LT-PE.COM</p>
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4 Parking Spots
(with 1 ADA)

Accessible route on
public sidewalk
(approx 350 feet)

28W289
Warrenville Road

3S580 River Road -
Retail Store



3S580 River Road



RESOLUTION NO. R2025-__

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CULTIVATE GEOSPATIAL SOLUTIONS, LLC FOR GEOGRAPHIC INFORMATION SYSTEMS (GIS) MANAGEMENT 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

WHEREAS, the City has identified the need to obtain Geographic Information Systems (GIS) management services for the City, including data services, asset management and software development (collectively, the “**Services**”); and

WHEREAS, Cultivate Geospatial Solutions, LLC (“**Consultant**”) submitted a proposal to perform the Services during the 2025-2026 Fiscal Year in the amount of \$120,000.00; and

WHEREAS, the City desires to enter into a professional services agreement with Consultant for the performance of the Services during the 2025-2026 Fiscal Year in the not-to-exceed amount of \$120,000.00 (“**Agreement**”); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Agreement with Consultant for the Services at the price proposed;

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 Agreement. The Agreement with Consultant in the amount of \$120,000.00 is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the City Administrator.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the final Agreement only after receipt by the City Administrator of the executed Agreement from Consultant; provided, however, that if the City Administrator does not receive the executed Agreement from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

SECTION 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 Signature Page Follows]

PASSED THIS ____ day of _____, 2025.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS ____ day of _____, 2025.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
AGREEMENT

**CITY OF WARRENVILLE
PROFESSIONAL SERVICES AGREEMENT
FOR GEOGRAPHIC INFORMATION SYSTEMS (GIS) MANAGEMENT SERVICES**

THIS AGREEMENT (“Agreement”) is dated as of the 16th day of June, 2025 (**“Effective Date”**) and is by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (**“City”**), and **CULTIVATE GEOSPATIAL SOLUTIONS, LLC**, an Indiana limited liability company (**“Consultant”**) (collectively, the **“Parties”**).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the City’s statutory and home rule powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Services. The City hereby engages the Consultant to provide Geographic Information Systems (GIS) management services for the City (**“Services”**), which Services are further described in the proposal submitted by the Consultant, a copy of which is attached as **Exhibit A** to this Agreement (**“Scope of Services”**). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and in accordance with the Scope of Services.

B. Commencement; Term. The Consultant will commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties (**“Commencement Date”**). The Consultant will diligently and continuously prosecute the Services until, and including, April 30, 2026 (**“Term”**). Upon the expiration of the Term, the Parties may mutually agree in writing to renew this Agreement for up to two additional one-year terms.

C. Reporting. The Consultant will regularly report to the City regarding the progress of the Services during the term of this Agreement.

D. Relationship of the Parties. The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and the Consultant; or (ii) create any relationship between the City and any subcontractor of the Consultant.

E. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the City.

F. Mutual Cooperation. The City will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the City may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant agrees to cooperate with the City in the performance of the Services to complete the work and with any other consultants engaged by the City.

G. Compliance with Laws and Grants.

1. The Consultant will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and

completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant will also comply with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services.

2. The Consultant will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services during the Term of this Agreement will not exceed \$120,000.00 ("**Compensation**"), as outlined in the Scope of Services, including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the City.

B. Invoices and Payment. The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The City will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the City to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the City under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the City, the Consultant must provide written notice to the City of the claim within thirty days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement.

E. Taxes, Benefits, Royalties. The Compensation excludes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, but includes all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any included tax, contribution, premium, costs, royalties, or fees.

F. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be.

G. Additional Services. The City will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether the Additional Services are requested or directed by the City, except upon the prior written consent of the City Administrator after approval in accordance with applicable procedures.

H. No Additional Obligation. The City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services ("**Key Project Personnel**"), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the City's prior written approval. The Consultant will notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the City for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Term as a result of any termination, reassigning, or resignation.

B. Availability of Personnel. The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

C. Approval and Use of Subcontractors. The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, then, immediately upon reasonable request from the City, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Term as a result of any removal or replacement.

SECTION 4. TERMINATION. Notwithstanding any other provision hereof, the City may terminate this Agreement, at any time and for any reason, upon thirty days prior written notice to

the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant or City may have access to or receive certain information in the possession of the other party hereto that is not generally known to members of the public (“**Confidential Information**”). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant and City must not use or disclose any Confidential Information without the prior written consent of the other. If either party has any doubt about the confidentiality of any information, then the receiving party must seek a determination from the disclosing party regarding the confidentiality of the information. The receiving party and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the receiving party must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The receiving party may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the receiving party. If the receiving party is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the receiving party must immediately give notice to the disclosing party with the understanding that the disclosing party will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The receiving party must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the receiving party.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement will be and remain the exclusive property of the City. At the City’s request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the City. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed “works for hire” within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Agreement. To the extent any work product does not qualify as a “work for hire,” the Consultant irrevocably grants, assigns, and transfers to the City all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the City. The Consultant will execute all documents and perform all acts that the City may request in order to assist the City in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the City upon demand at any time and in any event, will be promptly delivered to the City upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the City’s data in the format requested by the City. If any of the above items are lost or damaged while in the Consultant’s possession, those items will be restored

or replaced at the Consultant's expense. Notwithstanding the foregoing, any modification or reuse of the work product for purposes other than those intended by this Agreement shall be at City's sole risk and without liability to Consultant.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the City related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other comparable state or federal laws now existing or adopted later (collectively, the "**Disclosure Laws**"). In the event that the City requests records from the Consultant, the Consultant shall promptly cooperate with the City to enable the City to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the City in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, either party hereto may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the receiving party agrees that the disclosing party will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the disclosing party may have in equity, by law or statute. The receiving party will fully cooperate with the disclosing party in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the disclosing party in any notification efforts required by law.

SECTION 6. WARRANTY.

The Consultant warrants that the Services will be performed in accordance with the ordinary standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the City. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. Consultant represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Company Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify the City in writing of any material change to or about the Consultant, including without limitation to change in ownership or control.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no City employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

E. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the City for all loss or damage that the City may suffer, and this Agreement will, at the City's option, be null and void.

F. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

G. No Default. The Consultant is not in arrears to the City under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the City in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the City that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant

must, and will, defend, indemnify, and hold harmless the City and its officials, officers, authorities, and all City elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; LIMITATION OF LIABILITY; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any third-party claims for personal injury or property damage that may be asserted at any time against any of those parties to the extent arising from Consultant's grossly negligent acts or omissions or willful misconduct in Consultant's performance, or failure to perform, all or any part of the Services under this Agreement; provided, however, that this indemnity does not, and will not, apply to willful misconduct, negligence or gross negligence on the part of the City.

B. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY, OR ANY OF ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR PARENT CORORATIONS, BE LIABLE TO ANY PERSON, FIRM OR ENTITY, INCLUDING, BUT NOT LIMITED TO THE OTHER PARTY, FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THAT PARTY HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE OR IF SAME WERE REASONABLY FORESEEABLE.

C. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the City, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the City and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the City may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the City and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the City (10 days' written notice in the event of cancelation due to the Consultant's non-payment of premium). The Consultant will provide City notice of any change or modification that reduces required insurance coverages under this Agreement. The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

D. No Personal Liability. No elected or appointed official, or employee of the City will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

SECTION 9. DEFAULT.

A. Default. If the City determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any the Event of Default within thirty days after the Consultant's receipt of written notice of the Event of Default from the City, then the City will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the City may pursue the following remedies:

1. Cure by the Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The City may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the City will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. City Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the City may only be performed by the City Administrator or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this

Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

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

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

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60650
Attention: Brooke Lenneman
E-mail: brooke.lenneman@elrodfriedman.com

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

Cultivate Geospatial Solutions, LLC
3500 DePauw, Suite 10807
Indianapolis, IN 46062
Attention: Tom Brenneman
Email: tbrenneman@cultivategeospatial.com

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and City only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The City will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the City, without the knowledge and approval of the Corporate Authorities.

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

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

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

J. 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 18th Judicial Circuit Court of

DuPage County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the 18th Judicial Circuit Court of DuPage County, Illinois.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to the Scope of Services and the Services.

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

M. Exhibits. Exhibits A and B attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

N. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

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

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

Q. Survival. The provisions of Sections 6, 7, and 8 will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

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

ATTEST:

CITY OF WARRENVILLE

By: _____
City Clerk

By: _____
City Administrator

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
STATEMENT OF WORK

Philip Kuchler, PE
Public Works Director
City of Warrenville
3S258 Manning Avenue
Warrenville, IL 60555
Phone: 630-836-3033
pkuchler@warrenville.il.us

RE: Proposal for Enterprise Service Plan (ESP) Renewal

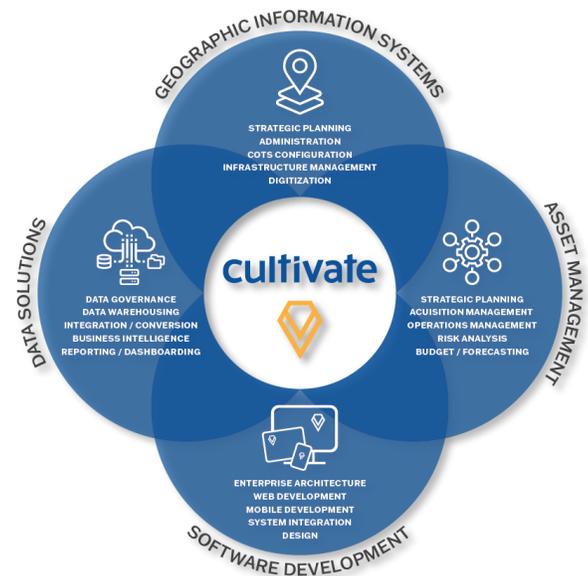
Cultivate Geospatial Solutions, LLC (CGS), is pleased to present our proposal for renewal of the Cultivate Enterprise Service Plan (ESP) that offers continued GIS Program Management professional services for the City of Warrenville, Illinois.

CGS Company Overview

CGS focuses on providing technical consulting services for local government organizations. Specifically, CGS excels at providing innovative GIS and asset management solutions for our clients. Assessments, strategies, and tactics are a hallmark activity for the CGS team. Managed by professionals with extensive GIS experience, CGS' headquarters are in Indianapolis, IN, with regional offices in Atlanta, GA; Noblesville, IN; Columbus, OH; Shell Lake, WI; Orlando, FL; Louisville, KY; Bend, OR; Fort Collins, CO; and Tampa, FL, with additional staff throughout the country. CGS is also an accomplished **Esri gold-level Business Partner**. Our website is www.cultivategeospatial.com

CGS team members provide custom, automated, GIS and/or web-based software solutions that increase efficiency and usability while reducing workload and cost. CGS uniquely offers all the necessary cutting-edge services integrated within one company. CGS is a highly adaptable technology leader and custom software development firm specializing in GIS implementation and web and database applications.

We excel in the design, development, and implementation of information systems as well as the creation of custom interactive websites that meet the demands of decision-makers.



Cultivating Infrastructure Leadership through GIS, AM, and Data Intelligence Software Solutions.

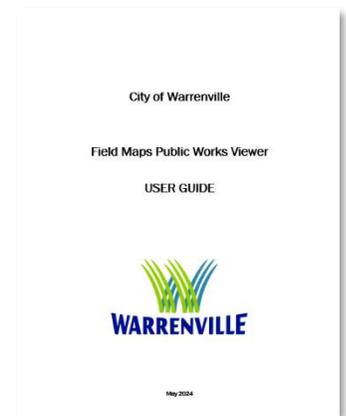




CGS Professional Services Offerings

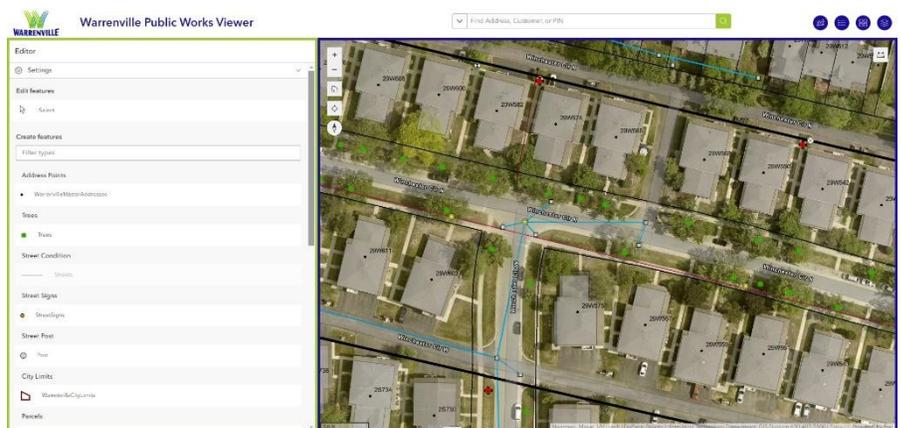
CGS services have evolved in alignment with the GIS industry. This is because many of the members of CGS are pioneers in the field and are active today. Most CGS members have worked directly for local or state governments, and all have served many years in delivering GIS-based solutions and plans. At a high level, the following key services are offered by CGS:

GIS Services: Strategic Planning Administration, COTS Configuration, and Infrastructure Management Digitization. Our GIS-centric solutions optimize the use of location data to ensure business goals are achieved and ROI (return on investment) is high.



Data Services: Data Governance, Data Warehousing Integration and Conversion, and Business Intelligence Reporting/Dashboarding. Data holds the answers to today's and tomorrow's questions. CGS has a wide range of supporting services to help organizations achieve data governance (policy), design, business intelligence, dashboarding, security, and systems integration. As a turn-key solution provider, we have experience in both back-office and end-user development.

Asset Management: Strategic Planning, Acquisition Management, Operations Management, Risk Analysis, and Budget/Forecasting. Asset management is more than software; it is the harmony of People, Process, Data, and Technology, all working towards a common goal – getting the agency's assets to deliver value to stakeholders at the lowest



cost and least risk. CGS offers a range of services, including asset management maturity assessments, specialized asset management training, to realignment of the City's GIS and BS&A EAM/CMMS (enterprise

asset management and computerized maintenance management systems) to ensure measurable progress towards asset management goals.

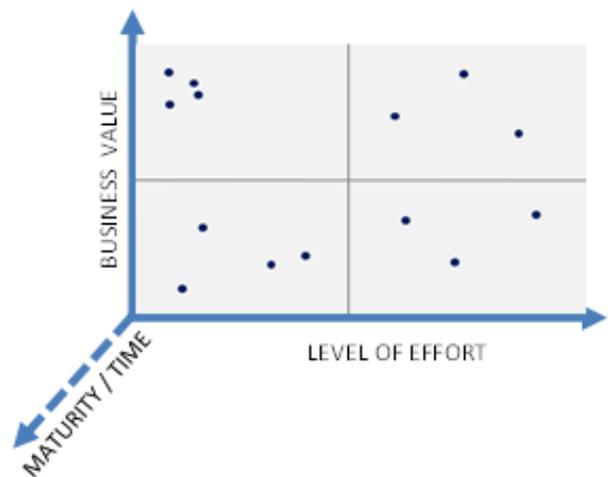
Software Development: Enterprise Architecture, Web Development, Mobile Development, and System Integration Design. Geographic Information System Web and Database applications development is our specialty. CGS has many years of experience designing and building award-winning custom software tailored to meet specific client needs.

CGS Key Differentiators

Enterprise GIS Program Strategic Planning Expertise:

CGS excels in guiding our municipal clients through the process of Enterprise GIS Program Strategic Planning, leveraging our comprehensive Discovery analysis process. Through this process, clients receive a thorough assessment of their GIS needs, challenges, and opportunities. Key deliverables include:

- Identification of current GIS capabilities and gaps.
- Analysis of organizational objectives and requirements.
- Development of an updated City GIS Program roadmap outlining strategic goals and actionable steps, with recommendations for optimizing resources and maximizing the City’s GIS Program return on investment (ROI).



City of Warrentville GIS Work Program Needs (2025-2026)

The following City GIS Program tasks have been identified through a comprehensive discovery process conducted with each Department. CGS will collaborate closely with City staff to ensure task prioritization aligns with departmental and organizational business needs.

Ticket ID	Summary
CWI-162	Review Remaining Data With Staff
CWI-163	Remove/Republish Data Based on Findings.
CWI-165	Mapping of businesses across Warrentville
CWI-167	Self-serve GIS mapping for printing abilities.
CWI-187	DuPage County GIS Services Location
CWI-213	AGOL Data Backup Solution
CWI-231	Create a New Feature Class for Guard Rails, Fences, and bridges
CWI-236	Work with Zach to Update Attributes on Data CGS (Matt) Digitized.

Ticket ID	Summary
CWI-237	Torch Parkway Area Updated Data Search Required
CWI-239	Update Scripts for updating the Unique IDs to Run Automatically Each Night
CWI-242	Community Development Draft Maps
CWI-247	Add As-Built Data to GIS Old Towne #2
CWI-248	Available Properties and Businesses Application
CWI-251	ReMap VUEWorks Maps
CWI-26	GIS Data Governance
CWI-29	GIS Reporting and Mapping Enhancements
CWI-35	Capital Improvement Project Dashboard
CWI-36	Parks and Recreation Dashboard
CWI-37	Tree Trimming Dashboard
CWI-38	Permit Reports
CWI-39	Retail Space Reports
CWI-41	Public Works Maps and Reports
CWI-42	Hydrant Flushing
CWI-43	Main Repairs
CWI-44	Flow Rates
CWI-45	Street Improvements
CWI-46	Trail Locations
CWI-47	ADA Self-Evaluation
CWI-48	Transportation Recommendations
CWI-49	Project Status and Completions
CWI-50	Utility Permit Map (Public Facing)
CWI-51	Tree Planting Program
CWI-52	Brush Pickup Service
CWI-53	Snow Removal
CWI-54	Adoption Programs
CWI-55	Facilities
CWI-56	Street Lights
CWI-57	Climate Action Plans
CWI-58	Tree Cover
CWI-59	Parking Lots
CWI-6	Review All AGOL Data With Jack and Departments
CWI-60	Finance Maps and Reports
CWI-61	Garbage Day Online
CWI-62	Branch Pick-up weeks
CWI-63	Track Revenue Remitters

Ticket ID	Summary
CWI-64	Police Maps and Dashboards
CWI-65	Police/Citizen Contact.
CWI-66	Traffic Stops
CWI-67	Hours of Work (Ratio of Productivity) per officer
CWI-68	Area of concern in speeding areas
CWI-69	Tickets (MDT) County dataset
CWI-70	Parking (currently Paper) - moving to digital link to GIS
CWI-71	Traffic Reports - sent to City for engineering review
CWI-72	Maps of what happened in traffic accidents
CWI-73	Traffic Study History
CWI-75	Case Management
CWI-76	Rental Properties Map
CWI-77	Comprehensive Citywide Dashboard Viewer
CWI-79	Public Works
CWI-80	ADA Compliance
CWI-81	Cad to GIS
CWI-82	5 GIS Business Systems Support and Integration
CWI-83	Fleet GIS Needs
CWI-84	Building Permits
CWI-85	Cultivate Mapping with Analytics Implementation: ERP and EAM Integration
CWI-86	6 Enterprise GIS Implementation
CWI-87	Mobile Applications
CWI-89	Developer view of utilities, access points
CWI-90	Establish Spatial Database Engine (SDE)
CWI-91	Document Management
CWI-92	Movement in Web-GIS
CWI-94	Warrenville Destination Map (Tourism/Arts Commission Map)

GIS Program Implementation Methodology

Initialization begins with discussing the City’s expectations, project requirements, and goals, as well as identifying available and relevant information pertinent to fulfilling the City’s GIS needs, any known issues, and requirements associated with the GIS system, as well as discussing



project management and communication protocols. Our team will next work with the City to identify and plan priority projects and supporting GIS applications as part of the GIS Program. The outcomes of the planning phase will be a prioritized list of projects/applications/dashboards/etc. Centered on optimizing the City’s GIS Program and the documented steps required to execute it. Next, GIS projects will be

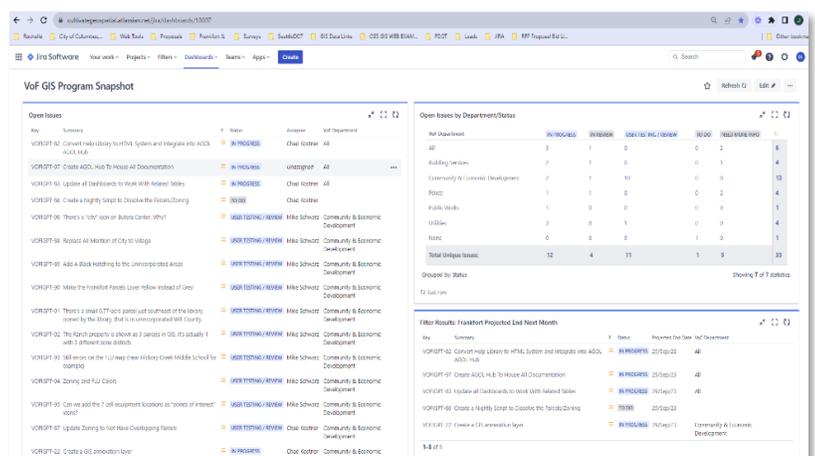
undertaken using the previously designed agile methodology until completion and will include structured training, documentation, and administrative knowledge transfer.



Project Task-Level Ticketing System Overview

CGS will continue to utilize the existing GIS project task ticketing system in JIRA. The benefit of the ticket tracking system is to communicate and collaborate with the City on ticket needs and status, as constant communication between CGS and the City is critical to the success of the project. Each task will be assigned a date entered, project description, priority status, and project end date, and will allow for in-ticket project team collaboration between the CGS staff originator and the affiliated City Department. Once a ticket is created, a notification is sent to the CGS task owner and the City stakeholder to whom the ticket is affiliated.

CGS will continue to leverage its Administrative Project dashboard that shows the full GIS Program ticket snapshot of work, where certain **City staff JIRA notifiers will have the ability to view any ticket 24/7**. Our monthly invoices will continue to include an easy-to-read status report for the City’s Project Manager/Point of Contact (POC) showing project-level tickets completed for the month, a snapshot of next period tickets anticipated to be conducted, and hours worked on each project. Furthermore, CGS will provide high performance in project leadership, schedule management, tracking budget and expenditures, quality control, and assurance, maintain accurate record keeping and follow-up on all action items, and shall deliver services within the established budget. Changes to the scope that impact or may impact the project budget or cost shall be identified and brought to the City’s attention in a timely fashion such that appropriate measures can be developed, and actions taken to avoid or control potential impacts. As per the Communication Plan developed in the Project Plan documentation, CGS will attend meetings as determined to be appropriate and needed in the various tasks, as well as prepare all related agendas. All agendas and supporting information shall be distributed via email to the City’s project manager/POC at least one (1) business day before any meetings.



Sample Existing VOF CGS JIRA GIS Program Overview Dashboard

CGS Technology Understanding and Skills

Members of the CGS team have expertise in the following technologies, as an example: Microsoft .NET technologies, ArcGIS Enterprise, ArcGIS Pro Desktop, ArcMap, Esri Mobile Apps (Field Maps, Survey123, Workforce, QuickCapture), ArcGIS Runtime SDK for .NET, Leaflet, and Google Maps. Building web mapping applications on Microsoft's ASP.NET MVC framework, BS&A, SQL Server, HTML5 and backbone.js, iOS, Android, and Windows operating systems, Xamarin, ArcGIS Runtime SDK for .NET, HTML, CSS, JavaScript, Python scripting, C#, VB, PHP, JavaScript, React Native, HTML, CSS, Max OS X / Server, Windows, Unix, Linux, Adobe Creative Suite, Visual Studio, Eclipse, Databases: MS SQL, Oracle, PostgreSQL, MySQL, Access, VUEWorks EAMS (Desktop/Mobile Apps), Microsoft ASP .NET MVC framework, in addition to extensive experience designing, developing, and managing web applications, databases and mobile-friendly websites. CGS team members have experience and training in application development security standards according to ASP.NET, with contributions to the Open Web Application Security Project (OWASP). In addition, Microsoft SQL Server, Transact-SQL Extract, Transform, and Load (ETL), and tabular data modeling. Microsoft Power BI, SQL Server Reporting Services, SQL Server Integration Services, FME Workbench, and FME Flow. Also inclusive is experience with server and network infrastructure to ensure that reporting systems operate efficiently and do not impede the performance of other systems. Specialty areas include, but are not limited to:

- **Analytics / Business Intelligence:** SQL Server including integration services, analysis services, and reporting services; Microsoft Excel and advanced knowledge of the Excel data model; Microsoft Power BI; MySQL; SQLite; Oracle; Python; VBA; DAX
- **Server Infrastructure:** Windows Server, Microsoft Active Directory, Microsoft Hyper-V, Microsoft Exchange, Microsoft SQL Server Administration, Microsoft IIS, GNU / Linux (CentOS, Debian, Gentoo)
- **Network Infrastructure:** Cisco Voice and Unified Communications, Cisco Contact Center, routing and switching, Adaptive Security Appliance (ASA) Firewall, VLAN (802.1q, LACP), DHCP, DNS, NTP, SNMP, TFTP

Cost Proposal

CGS is pleased to present our **Enterprise Service Plan (ESP) subscription** for the City to continue to meet the City's GIS Program business needs for all Departments. Key benefits of the CGS ESP include:

- **The City gains access to the entire CGS Team to support the Department business needs with Esri software technology.** CGS knows the best way to have a successful partnership is for our technical advisor to stay engaged with customer organizations. **The City's staff needs will always be our priority!**
- CGS will follow the GIS task ticketing process as defined in the Project Task-Level Ticketing System Overview section previously.

- Support Hours: Live support hours are from 7:00 a.m. to 6:00 p.m., Central Time. **CGS understands that we will need to be available to assist the City in resolving emergency GIS web application system outages.** This level of support may need to occur after business hours and/or on weekends. We currently have these types of policies in place with other existing customers.
- Support Channels include: Phone, Email, Chat, Online, Teams, or another City-approved webinar interface.
- Support Team: Includes individuals with knowledge of all system components.
- **Call Tracking: JIRA** is utilized to track support calls and ad-hoc needs requests. Responses are typically handled on the initial support call. Callback guarantees the same day, and typically **within 1-2 hours** is expected.

City Benefits of CGS' ESP:

The following list describes specific examples and benefits for the City through the ESP:

- Work with the GIS team to develop an actionable list of tasks to advance the City's GIS Program
- Assistance with full administration of the City's ArcGIS Online environments for all City Departments.
- Continue to support public-facing GIS web map applications for City citizens
- Continue to support field editing GIS capabilities and tool applications for all Departments.
- The City will have direct access to CGS's top talent for asset management and enterprise GIS support, including certified GIS Professionals (GISPs and asset management subject matter experts.
- Access to a "bench" of talent reduces potential disruption resulting from extended leaves or staff leaving the organization or simply taking vacations.
- Access to expertise in the development of global strategies for the City.

CGS' Assumptions:

- The City will continue to purchase Esri ArcGIS Online software licensing to support the City's GIS Program needs, and the City will provide CGS technical staff with access to databases and systems, as needed to accomplish GIS task needs.

If this proposal meets the City’s satisfaction, please sign and email a digitally scanned copy of this agreement found on the following page to me at dlynch@cultivategeospatial.com. We sincerely appreciate the opportunity to continue to serve the City of Warrenville for years to come.

Proposed Costs

An annual Cultivate Enterprise Service Plan (ESP) that covers GIS Program Management professional services for the City of Warrenville is outlined in the table below:

CGS SERVICES DESCRIPTION	ESP YEAR 2 (2025-2026)
<p>Cultivate Enterprise Service Plan (ESP) – serves as Annual GIS Manager Staff Augmentation for City’s GIS Program</p> <p>*CGS is providing its flagship Cultivate Mapping with Analytics software to the City at no extra cost. CGS staff will implement and configure the software under the City’s ESP.</p> <p>**Annual ESP renewal date is May 31.</p>	<p>\$120,000</p> <p>Billed Monthly at \$10,000</p>

NOTE: Renewal for ESP is to be given via written notification 60 days before the expiration of the agreement.

Sincerely,

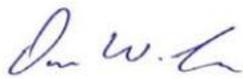


Douglas Lynch, GISP
Principal, Director of Government Solutions

Authorization Signatures:

Cultivate Geospatial Solutions, LLC

City of Warrenville, Illinois

By:  _____

By: _____

Name: Douglas Lynch, GISP

Name:

Title: Principal, Director of Government Solutions

Title:

Date: 5/28/25

Date:

Email: dlynch@cultivategeospatial.com

Email:

EXHIBIT B

INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit
- Insurance will evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.
- All employees will be included as insureds.
- C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:
- \$2,000,000 Bodily Injury and Property Damage Combined Single Limit
- Coverage is to be written on an "occurrence" basis.
- Coverages will include:
- Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)
- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.
- F. Owner as Additional Insured. City will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify City as follows: City of Warrenville including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to City, the following parties will be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

The City has developed digital map information through Geographic Information Systems Technology (“**GIS Data**”) concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the City will be limited to the scope of the work that the Consultant is to provide for the City;
2. **Purpose of GIS Data.** The Consultant will limit its use of the GIS Data to its intended purpose of furtherance of the Services; and
3. **Agreement with Respect to GIS Data.**
 - a. **Trade Secrets of the City.** The GIS Data constitutes proprietary materials and trade secrets of the City and is the property of the City;
 - b. **Consent of City Required.** The Consultant may not provide or make available the GIS Data in any form to anyone without the prior written consent of the City.
 - c. **Supply to City.** At the request of the City, the Consultant will provide the City with all information that has been developed by the Consultant based on the GIS Data;
 - d. **No Guarantee of Accuracy.** The City makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant’s intended use of the GIS Data; and
 - e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the City, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the City will be afforded sufficient access to the Consultant’s premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

CITY OF WARRENVILLE
MEMORANDUM

To: Mayor, City Council, and City Administrator White *KHG*
 From: Kassandra Hernandez-Galvan, Public Works Asset Management Analyst
 Subject: ANNUAL UPDATE ON RIDE DUPAGE PROGRAMS
 Date: JUNE 4, 2025

Details of the Programs:

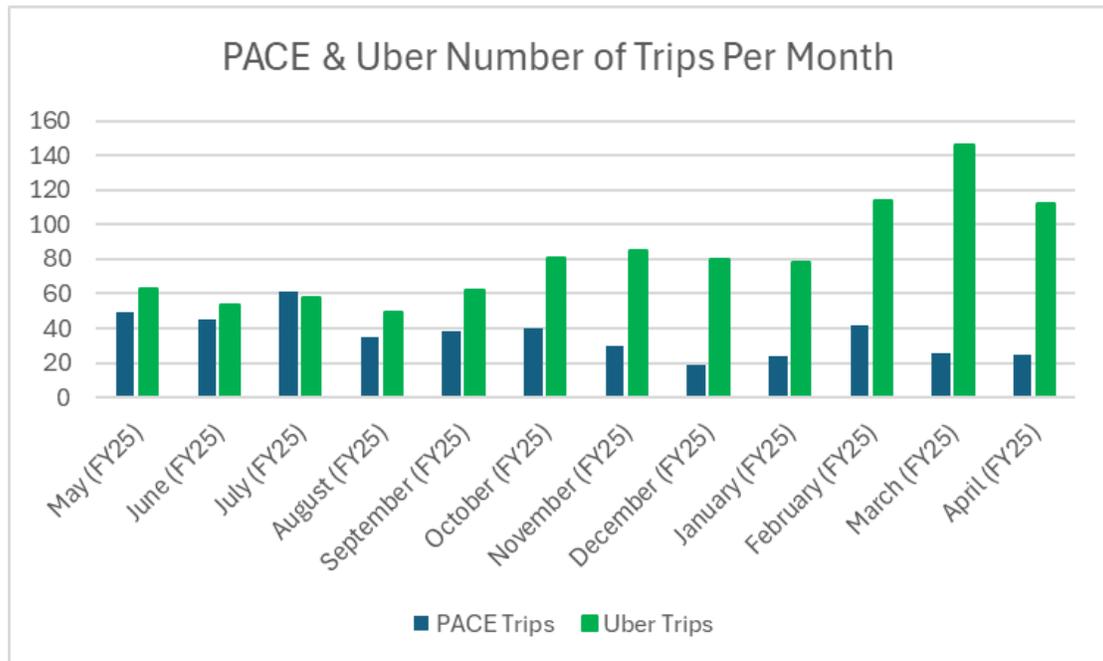
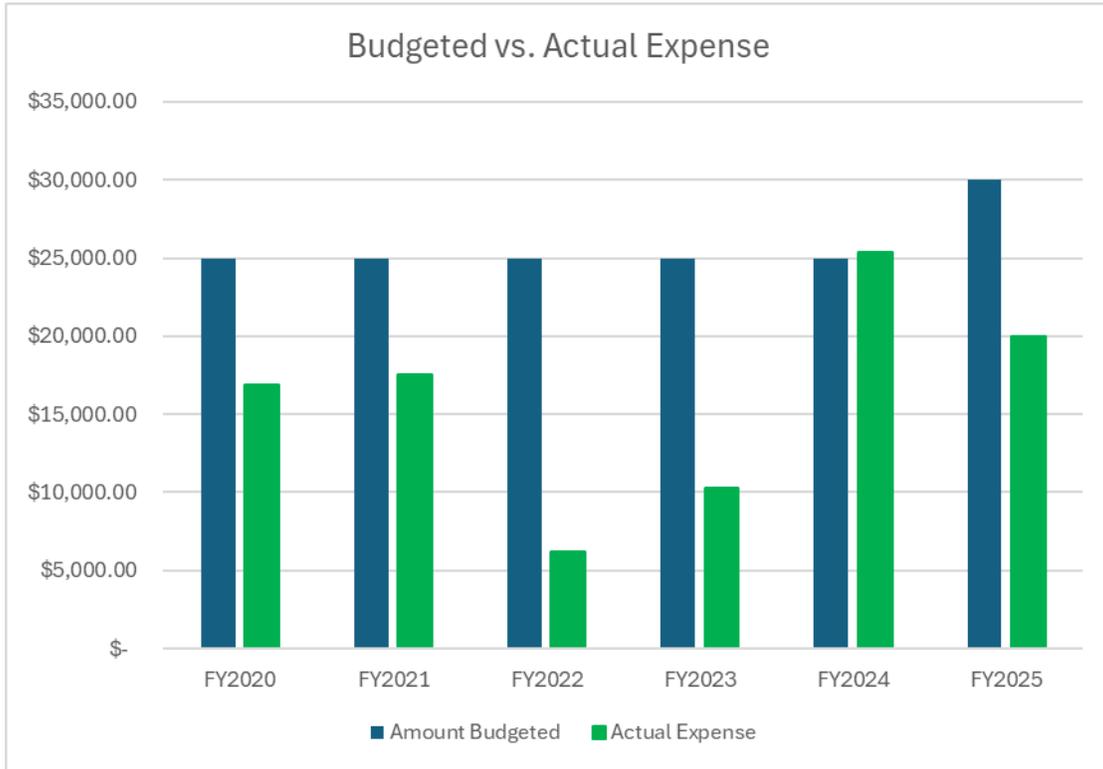
Ride DuPage is a transportation program that provides bus or taxi/vehicle for hire services for people who need travel assistance due to physical or cognitive limitations. Subsidized by a partnership with other municipalities within DuPage County and PACE, the program offers curb-to-curb transportation 24 hours a day, 7 days a week at significantly reduced rates. The City of Warrenville has participated since late April 2019.

Shortly after implementing Ride DuPage, PACE implemented a secondary program called the Ride DuPage Uber Access Pilot Program. After a few years of the pilot program, PACE was able to gather data and information which allowed them to offer this program to other areas of the region. In February 2024, PACE transitioned this pilot program to a permanent program called the “Rideshare Access Program” (RAP). RAP, similar to Ride DuPage, is a subsidy designed for customers certified by Americans with Disabilities Act (ADA) Paratransit who prefer rideshare options. By utilizing the RAP subsidy, residents can save money while enjoying the convenience of not having to reserve ADA Paratransit rides a day in advance.

Historical Data

Staff has been actively monitoring the utilization of the Ride DuPage Program and the Rideshare Access Program. Presented below are several tables and charts with a detailed analysis of the data over the past several years, including the number of registered riders, budgeted vs. actual expenses and a comprehensive overview of FY25 data.

General Fund Account Administration - Senior Services –Ride DuPage - 001-300-301- 46600	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Amount Budgeted	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 30,000
Actual Expense	\$ 16,867	\$ 17,509	\$ 6,195	\$ 10,258	\$ 25,347	\$ 20,027
Total Number of Registered Riders	23	58	67	76	101	134
Total Number of Trips	59	213	260	616	1,199	1,416*



The data gathered below indicates an average of around 118 trips per month. For FY25, staff has allocated a budget of \$30,000, which is \$5,000 more than FY24, as the program exceeded expectations last year. This year, although there was an increase in registered riders, the program remained within budget, with an estimated total of \$20,027.

Month	PACE Total	Uber Total	Total Number of Trips	Grand Total For The Month
May (FY25)	\$ 1,037.65	\$ 636.90	112	\$ 1,674.55
June (FY25)	\$ 951.27	\$ 461.66	99	\$ 1,412.93
July (FY25)	\$ 1,140.17	\$ 567.34	119	\$ 1,707.51
August (FY25)	\$ 741.72	\$ 532.70	84	\$ 1,274.42
September (FY25)	\$ 590.80	\$ 743.96	100	\$ 1,334.76
October (FY25)	\$ 770.86	\$ 920.33	121	\$ 1,691.19
November (FY25)	\$ 689.59	\$ 1,064.73	115	\$ 1,754.32
December (FY25)	\$ 479.15	\$ 1,022.40	99	\$ 1,501.55
January (FY25)	\$ 627.02	\$ 772.46	102	\$ 1,399.48
February (FY25)	\$ 940.84	\$ 1,163.03	156	\$ 2,103.87
March (FY25)	\$ 590.79	\$ 1,751.24	172	\$ 2,342.03
April (FY25)*	\$ 685.00*	\$ 1,150.00*	137*	\$ 1,835.00*
<i>*Note: The April invoices necessary for finalizing the FY25 invoice data have not yet been released. Staff utilized usage data from the past six months to calculate an average.</i>				

Both programs have been very successful, and staff has received many positive comments about the services which allows residents to independently live life. The number of registered riders and number of rides scheduled annual has increased each year since the City of Warrenville started participating. Staff will continue to diligently monitor expenses and services in FY26.

CITY OF WARRENVILLE
MEMO

F-4

To: Mayor, City Council, and City Administrator White
 From: Public Works Director Kuchler *DJK*
 Subject: EMRP ASSET SCHEDULE UPDATE
 Date: June 4, 2025

The purpose of this memorandum is to provide a summary of the adjustments made to the infrastructure asset schedules in the Enterprise Maintenance and Replacement Plan (EMRP) from April 1, 2022 through April 30, 2025. This update is typically an annual update, but the last update was in 2023.

Summary of Changes to Asset Schedules:

City staff has reviewed the quantities contained in the asset schedules since the EMRP was updated and approved by City Council on December 7, 2020. The changes below have been grouped into categories with the following impacts to the EMRP:

Asset Category	2023 Total (4/2023 Update)	2025 Total (6/2025 Update)	Dollar Change 2023 to 2025	Percentage Change 2023 to 2025
Water System Inventory Operating	295,374	314,093	18,719	+6.3%
Water System Inventory Non-Operating	2,750,809	2,947,994	197,185	+7.2%
Sewer System Inventory Operating	135,029	143,586	8,557	+6.3%
Sewer System Inventory Non-Operating	1,727,961	1,857,185	129,224	+7.5%
EMRP TOTALS	4,909,173	5,262,858	353,685	+7.2%

As a reminder, the EMRP funds system operating expenditures at 100%, and only partially funds non-operating system replacement expenditures for water and sewer capital replacement costs, based on the policy that current users of an asset should pay a greater share of the cost for the asset – pay

as you use policy. Therefore, the current system customers are paying for the existing system assets, and a portion of the replacement costs, but future system customers will need to pay for the larger share of those replacement costs.

The table above represents 100% of both the average annual operating and non-operating expenditures for the water and sewer systems, for purposes of demonstrating the change in value from year to year.

Adjustment notes:

There is an annual escalator that was incorporated into the EMRP when it was updated in December 2020. Finance Director Dahlstrand calculated the escalators for the last two years as 3.11% and 3.13%, based on a 10-year average of the Municipal Cost Index. The escalators were applied to all components of the EMRP.

Water System Inventory Operating – No adjustments, except for the annual escalators.

Water System Inventory Non-Operating – Water main improvements in the Everton Subdivision were formally accepted in 2023, and in the Lexington Trace Subdivision (Units 2 and 3) in 2025.

Sewer System Inventory Operating – No adjustments, except for the annual escalators.

Sewer System Inventory Non-Operating – Sewer improvements in the Everton Subdivision were formally accepted in 2023, and in the Lexington Trace Subdivision (Units 2 and 3) in 2025.

Next Steps

Staff will continue to update this document annually, based on new infrastructure accepted or constructed by the City, as well as refinements to the quantities of infrastructure, and vehicle and equipment costs contained in the existing document.

CITY OF WARRENVILLE

MEMO

To: Mayor, City Council, and City Administrator White
 From: Public Works Director Kuchler 
 Subject: CMRP ASSET SCHEDULE UPDATE
 Date: June 4, 2025

The purpose of this memorandum is to provide a summary of the adjustments made to the infrastructure asset schedules in the Capital Maintenance and Replacement Plan (CMRP) from April 1, 2023 through April 30, 2025. This update is typically an annual update, but the last update was in 2023.

Summary of Changes to Asset Schedules:

City staff has reviewed the quantities contained in the asset schedules since the CMRP was updated one year ago. The changes below have been grouped into categories with the following impacts to the CMRP:

Appendix	Asset Category	2023 Total (4/2023 Update)	2025 Total (6/2025 Update)	Dollar Change 2023 to 2025	Percentage Change 2023 to 2025
A	Roadways and Storm Sewer	1,661,054	1,831,144	170,090	+10.2%
B	Street Lights	91,703	99,650	7,947	+8.7%
C	Curbs, Gutters and Sidewalks	864,360	957,192	92,832	+10.7%
D	PW Vehicles and Equipment	174,301	185,347	11,046	+6.3%
E	Police Department Vehicles	163,967	179,136	15,169	+9.3%
F	Building Contents and Exterior Hard Surfaces	197,419	209,930	12,511	+6.3%
G	Miscellaneous Streetscape	84,541	94,746	10,205	+12.1%
	CMRP TOTALS	3,237,345	3,557,145	319,800	+9.9%

Adjustment notes:

There is an annual escalator that was incorporated into the CMRP when it was updated in 2021. Finance Director Dahlstrand calculated the escalators for the last two years as 3.11% and 3.13%, based on a 10-year average of the Municipal Cost Index. The escalators were applied to all components of the CMRP.

Appendix A (Roadways and Storm Sewer) – Updates include formally accepted public improvements in the Lexington Trace Subdivision, and the jurisdictional transfers of River Road and Warrenville Road from DuPage County to the City.

Appendix B (Street Lights) – The street lights in the Everton Subdivision were formally accepted in 2023.

Appendix C (Curbs, Gutters and Sidewalks) – Curb and gutter and sidewalk in the Everton Subdivision were formally accepted in 2023 and sidewalk in Lexington Trace Unit 2 was formally accepted in 2025. The updated numbers also include the jurisdictional transfers of River Road and Warrenville Road from DuPage County to the City.

Appendix D (Public Works Vehicles and Equipment) – No adjustments, except for the annual escalators.

Appendix E (Police Department vehicles) – No adjustments, except for the annual escalators.

Appendix G (Miscellaneous Streetscape) – The asphalt multi-use path along Route 59 and the permeable paver parking areas in the Everton Subdivision were formally accepted in 2023.

Next Steps

Staff will continue to update this document annually, based on new infrastructure accepted or constructed by the City, as well as refinements to the quantities of infrastructure, and vehicle and equipment costs contained in the existing document.

F-6

City of Warrenville

FY25 Sustainability

Highlights



Public Works Department
Hernandez-Galvan, Kassandra

City of Warrenville Elected Officials

Andrew Johnson, Mayor



John Lockett, Ward 1 Alderman
Stuart Aschauer, Ward 1 Alderman
Craig Kruckenberg, Ward 2 Alderman
Bill Weidner, Ward 2 Alderman
Judy Wilkie, Ward 3 Alderman
Kathryn Davolos, Ward 3 Alderman
Clare Barry, Ward 4 Alderman
John Paul (JP) Augustynowicz, Ward 4 Alderman

The City has taken significant steps toward combating climate change through various initiatives designed to reduce carbon emissions, preserve the environment, and safeguard natural resources. These efforts aim to ensure that residents enjoy a beautiful and safe community for generations to come.

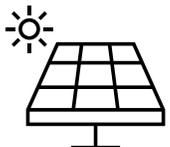
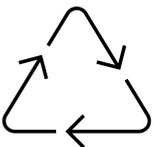
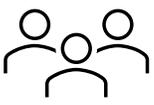
This status report offers an update on the actions undertaken within the Warrenville community. While it provides a comprehensive overview of these initiatives, it is not an exhaustive list. The purpose of this report is to enhance our understanding of current efforts and, in the long run, to evaluate their impact on the community.

Over the past year, Warrenville has focused on researching alternative fuel and energy sources that enhance energy efficiency. The City is also seeking opportunities to implement climate-friendly policies, programs, and services. Although challenges related to supply, cost, and time persist, these initiatives will continue to be pursued.

Longer term, this update will strive to track data, look for patterns, and develop benchmarks to assess progress, particularly to:

- Get a better understanding of Warrenville's emission sources, and effectiveness at minimizing them; and,
- Get a better understanding of the costs and benefits of providing services related to climate action what and steps have improved efficiency and effectiveness.

TABLE OF CONTENTS

	Fleet	Page 5
	Water	Page 7
	Energy Efficiency	Page 10
	Solar	Page 11
	Trees	Page 12
	Solid Waste & Recycling	Page 14
	City Advisory Commissions	Page 16
	Other Initiatives	Page 17

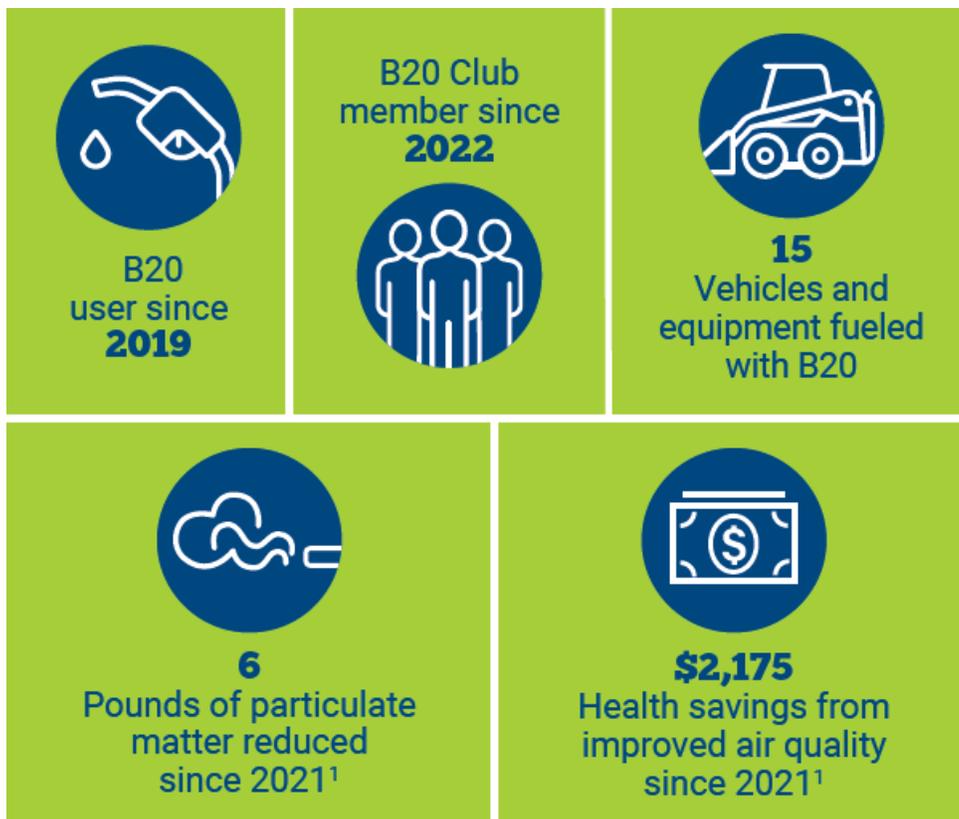
Fleet

B20 Club Member

In January 2022, the City of Warrenville became an official member of the B20 Club of Illinois, an American Lung Association and Illinois Soybean Association program. By using biodiesel, the City Fleet operation benefits human health and the environment, supports local businesses, and contributes to research in alternative energy sources. Biodiesel is efficient, reliable, and cost-effective.

Being a B20 Club member also means that the City will receive several customizable benefits throughout the year, including complimentary fuel testing and analysis, technical training, and access to industry experts. The Club also strives to evolve benefits over time to best fit Warrenville's needs.

Staff is dedicated to delivering quality, professional services to improve the community, and this includes exploring alternative fuel options to lower emissions, while also being fiscally responsible with City resources.



Developments in Alternative Fuel Options

2014	A fleet pickup truck was retrofitted from unleaded gasoline to compressed natural gas (CNG). Natural gas is free of lead and sulfur and produces less harmful emissions.
2018	City entered an intergovernmental agreement with the Forest Preserve District of DuPage County (FPDDC) to utilize the district's fueling facility, which supplies biodiesel fuel. The Public Works fleet currently has 15 vehicles that consume biodiesel.
2022	Staff aim to utilize the Capital Maintenance Replacement Fund to replace police vehicles with hybrid vehicles. Supply shortages have delayed vehicle replacements.
2023	Public Works Street Division purchased a new battery operated, Stihl RMA 510 self-propelled lawnmower. The walk behind lawn mower is built with a lithium-ion battery that eliminates fuel mixtures and exhaust emissions while aiding in low-maintenance lawn care. The motor features ECO Mode which automatically adjusts power use based on grass height. This conserves battery life and extends run times. The mower features a variable-speed setting which allows the operator to select the best speed for their needs and for battery conservation. This mower is recommended as an option for small to medium-sized yards under a half-acre.
2025	<ol style="list-style-type: none">Warrenville was selected to join the EV Readiness Program. This program helps local governments like Warrenville prepare for the growing demand for electric vehicles (EVs). Staff is working to make it easier for residents and businesses to switch to EVs by:<ul style="list-style-type: none">- Simplifying permits for EV charging station.- Updating zoning and parking rules to support EVs- Engaging with the community to discuss EV needs and benefits- Training City staff on EV safety and technology.This program is all about improving access to clean transportation and creating a healthier, more sustainable future for Warrenville.Per the City Council's directive, police squads will be replaced with hybrid vehicles whenever feasible. Under the new Enterprise Fleet Management agreement, the City currently has three hybrid vehicles in operation, with plans to order two more in FY26. Incorporating hybrid vehicles into the City's fleet will ultimately result in cost savings and contribute to environmental sustainability.

Water

ISAWWA Water Ambassador

Water Ambassador Program: City Achieves Gold Level Status- In February of 2025, the Illinois Section American Water Works Association (ISAWWA) confirmed that Warrenville had achieved Gold Level status again this year as a Water Ambassador. ISAWWA annual awards and program certifications are determined by the frequency and method of communications. For more information, visit:

<https://www.isawwa.org/page/waterambassador>.



Water Quality Report for Fiscal Year 2025

The City uses groundwater provided by four wells drilled into the Silurian–Devonian aquifer. An aquifer is a geological formation that contains water. The wells are drilled to an average depth of 300 feet. The location of the wells are as follows: Well 9 is located at 27W601 Warrenville Road, Well 10 is located at 30W194 Batavia Road, Well 11 is located at 4S255 River Road, and Well 12 is located at 2S900 Timber Drive. Warrenville homes normally receive a mixture of water from Wells 9, 10, 11, and 12 that utilize iron removal equipment in the production process, thus removing iron from the water before it enters the distribution system. The City has implemented a corrosion control program that uses blended phosphates to coat the interior pipe lining. Chlorine is added for disinfection, and fluoride is added to help promote oral health. A source-water assessment conducted by the Illinois Environmental Protection Agency (IEPA) indicated the ground water is not vulnerable to any contaminants. The City’s most recent Water Quality Report can be found here:

https://www.warrenville.il.us/DocumentCenter/View/30209/CCR---2024---IL0430833---Warrenville_Final

Coal Tar Ban

In 2022, **City Council passed ordinance O2022-05, Title 3, Chapter 28, which bans the use of coal-tar products.** The ordinance took effect starting January 1, 2023. The **purpose of the ban is to protect people and waterways.** Coal tar is a known human carcinogen (USGS 2015) and toxic to aquatic life. Coal tar is the single greatest source of polycyclic aromatic hydrocarbon (PAH) contamination in the West Branch of the DuPage, which runs through Warrenville. To date, one violation on 7/13/2023 has been reported.

Hydrant Flushing

Twice a year, in the spring and fall, Utility Division staff flushes city fire hydrants, as a part of their routine maintenance, to ensure quality of water.

Hydrant Maintenance	2025	2024	2023
Hydrants Flushed	4,764	3,546	1,568
Hydrants Replaced	6	5	0
Hydrants Repaired	45	64	15

Water Conservation and Management

- Water bottle filling station, at the City Hall building.
- Low flow plumbing fixtures and faucet sensors in restrooms.



Utility Maintenance Task	2025	2024	2023	2022
Manholes repaired	47	37	79	100
Sewers-cleaned (feet)	1,000	250	2,000	1,700
Sewers- Mainline Televised (feet)	1,500	400	21,064	30,229
Average Monthly Water Pumpage (gallons)	39,872,692	36,481,834	37,225,833	35,473,000
Maximum Daily Water Production (gallons)	2,115,000	2,315,000	2,315,000	1,862,000

Salt Usage Monitoring

The Warrenville Public Works Department staff is dedicated to delivering high quality, timely, and equitable services to internal and external customers, which includes snow removal on public roads and on sidewalks around City buildings, for safe commuting during inclement weather. In turn, residents and businesses have come to expect and rely on this service to keep up with their daily responsibilities.

Additionally, staff this year refurbished a salt brine spray system, which was installed in one of the Public Works pickup trucks. This system has been utilized for pre-treating bridges and parking lots with salt brine, thereby conserving salt and enhancing safety on these surfaces. Pre-treating with salt brine effectively prevents snow and ice from adhering to asphalt and concrete, facilitating safer and more efficient removal.

Stormwater Management

Quarterly Facility Inspections

In 2022, Public Works staff began and **continues** to conduct quarterly facility inspections at municipal facilities, with the goal to minimize pollution from stormwater runoff and ensure compliance with Illinois Environmental Protection Agency (IEPA) requirements.

Energy Efficient Appliances and Equipment

As a policy, the City prioritizes purchase of items bearing the Energy Star certification, which indicates that the equipment reduces greenhouse gas emissions through efficient energy usage.

Year	Energy Efficient Appliances and Equipment that the City has Purchased
2020	A makeup air system was installed in the Public Works Garage. Installation of this system was covered by Coronavirus Aid, Relief, and Economic Security (CARES) Act money.
2021	A high efficiency HVAC system was installed at the Police Department, replacing a 20-year old system, and in the fall, an HVAC installation for the City Hall A/V room was completed. The new units circulate fresh air needed to control the room temperature and prevent equipment from overheating, and in general improve climate control for staff work environments. Updating and maintaining an HVAC system minimizes energy usage and reduces the building’s overall carbon footprint.
2024	<p>High efficiency garage doors (entry/exit) were installed at the Public Works garage. These doors are 25% more efficient than the doors installed when the building was originally constructed. Other benefits to these new doors are:</p> <ul style="list-style-type: none"> - No metal-to-metal contact reduces wear on the door panel and offers fast, quiet operation. - Opening speeds up to 60 inches per second allow for improved traffic flow and a reduction in heat loss during the winter. - Counterbalance system, patented spiral design, and AC drive reduce wear and increase door longevity, with minimal preventative maintenance. - Double walled aluminum slats, integral rubber weather seals and heavy-duty hinge system provide solid security.
2025	<p>Three York rooftop HVAC units were installed at the Public Works building. These units are known for using environmentally friendly refrigerants which have a lower Global Warming Potential (GWP) than older refrigerants. Other benefits to these new units are:</p> <ul style="list-style-type: none"> - High efficiency: These units offer up to 23% greater part-load efficiency and higher Integrated Energy Efficiency Ratio (IEER) ratings than some competitors. - Exceeding DOE standards: Exceed the Department of Energy (DOE) 2023 efficiency standards. - Scroll compressors: Uses scroll compressors, known for their efficiency and reliability. - Variable speed drives: Variable speed drives on compressors and fans can further enhance efficiency.

Solar

Solar Project at Well Site #13

Another solar project the City has planned is at the proposed Well No. 13 in TIF District 4. Solar will be constructed as part of the water treatment building, which will be the last component of that site to be constructed. Tentatively, staff anticipates the building to be constructed in calendar year 2025.



Trailhead Project

The Trailhead building was constructed solar ready. Solar panels on the Trailhead building were installed in October of 2024.



Trees

Parkway Tree Management and Planting Plan and Update on 2023 Urban & Community Forestry Grant Program

The City of Warrenville was awarded a \$19,000 grant to help replace parkway trees lost to the invasive emerald ash borer.

This grant, provided by the Illinois Department of Natural Resources and the USDA Forest Service Eastern Region, and administered by The Morton Arboretum's Chicago Region Trees Initiative (CRTI), helped the City plant **280 new trees** in the Summerlakes and Fox Hollow subdivision in FY25.

These new trees not only replace the ones lost to emerald ash borer but also help improve air quality, manage stormwater, and make our neighborhoods more beautiful.

In addition to the new trees, staff installed tree diapers with the new trees. Tree diapers absorb rain or irrigation water and slowly release it back to the tree when the soil dries. The tree diaper will absorb any extra water and release the extra water when the soil dries.



Previous tree climate initiatives completed:

- The Chicago Region Trees Initiative (CRTI) Municipal Canopy Summaries reported from 2010 to 2020, Warrenville canopy has increased from 30% to 36% with gains across all land types.
- Warrenville could potentially increase its canopy cover up to 81%.
 - o The types of land with the highest percentage of canopy coverage is found in natural areas and vacant properties, and the lowest canopy cover is by utility and commercial properties.
 - o Residential and commercial properties could have the greatest impact in expanding canopy.
- Strategies to consider: Residents could be encouraged to plant more trees through giveaways, or ordinances to encourage preservation. Commercial property owners could be encouraged to plant more trees through tree adoptions, ordinances that encourage preservation, or storm water fee rebates for properties that have more canopy.
- Warrenville has more canopy cover than its neighbors and less gray infrastructure (i.e., buildings, roads, rails, paved surfaces) than most neighbors. See next page for visual comparison.

Land Cover in Surrounding Communities

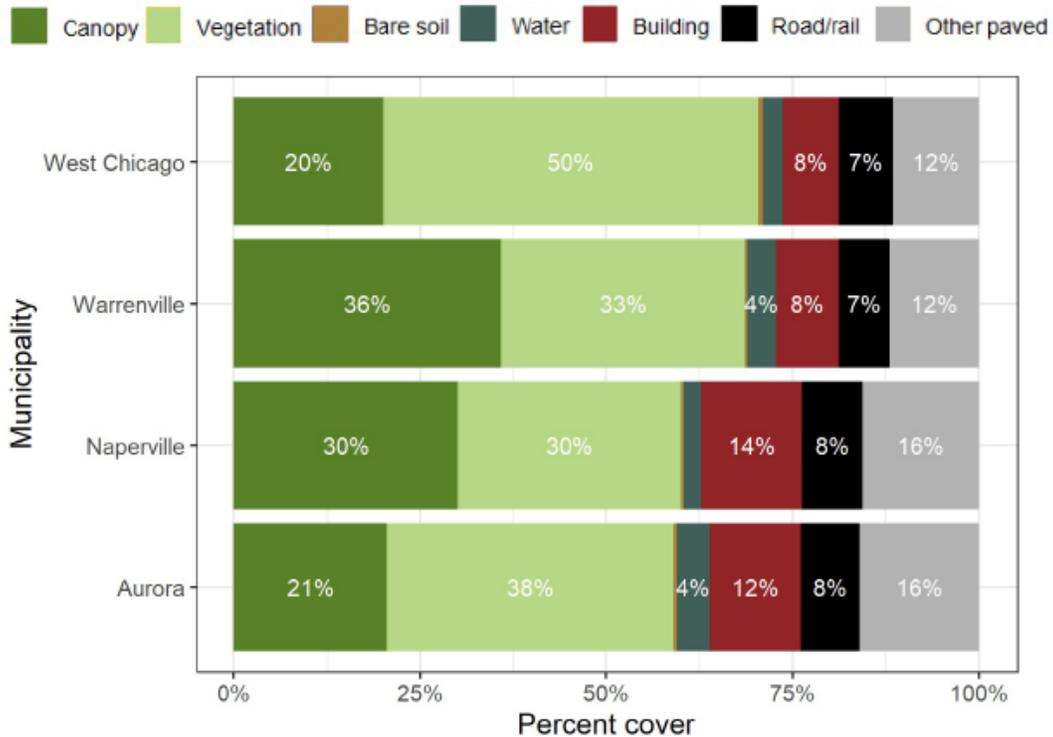


Figure 7: Comparison of land cover of Warrenville and its neighbors.

Arbor Day - Tree Giveaway and Planting

Since 1988, the City has held an Arbor Day event, with EAC taking over planning and organization in 2006. The Arbor Day event is typically the last Saturday in April. During the event a community tree is planted, and free tree saplings are given away, to encourage tree planting around the community. This year a variety of saplings were given away- White Dogwood, River Birch, Redbud, Basswood, Swamp White Oak and Shagbark Hickory.

Tree City USA Designation

The City of Warrenville is designated as a Tree City USA by the Arbor Day Foundation and has **held that title for the past 38 years, since 1986**. The certification provides recognition of the City's efforts in promoting a healthy, sustainable urban forestry program.



Initiatives To Mitigate Consumption and Waste Production

The following summarize efforts the City has made to reduce pollution and emissions from the decomposition of waste.

Solid Waste and Recycling

The City of Warrenville is responsible for residential garbage, recycling, and landscape removal. Part of the service contract with Groot, Inc. includes offering food scrap hauling, which started in 2021. In Dupage County's *2024 Solid Waste & Recycling Annual Report*, it was noted that In December 2024, the County is working on launching Recycle Coach, a new online widget and app that will support recycling education throughout the State of Illinois. It is funded by the Illinois EPA and has been offered at no cost to all local governments.

Public Recycling Events

Since 2009, the Police Department has held a yearly shredding event every May. In 2018, electronics recycling was added as an additional service. The event gives residents the opportunity to recycle items such as computers, modems, routers, and office equipment, among other things. A summary of the amount of paper shredded is provided in the following table.

Event Date	Amount Shredded and Recycled
05/06/2023	7,680 lbs.
05/04/2024	5,900 lbs.
05/03/2025	9,060 lbs.

Battery Recycling

In 2011, the City’s Environmental Advisory Commission began a battery recycling program, allowing the public to recycle dry-cell type batteries at drop-off boxes located at City Hall. The batteries are disposed of in an environmentally friendly manner, preventing harmful chemicals contained in batteries from polluting the areas around garbage and landfill sites.



TOTALS POUNDS OF BATTERIES RECYCLED		
2025	Battery Type: Alkaline, Ni Cd, Ni MH, Lead, Li Ion, Lithium & eScrap	1253 lbs.

Prescription Drug Recycling Drop Box

In 2017, the Police Department installed a prescription drug recycling box in the lobby. Items recycled are picked up every two weeks. The box was provided by a grant from the DuPage Foundation and residents may place unwanted medications in the drop box during regular lobby hours.

Year	Total Pounds Recycled
2023	212
2024	828
2025	900

City Advisory Commissions

In 2006, the City Council established two advisory commissions that address issues related to climate change: the Bicycle and Pedestrian Advisory Commission (BPAC), and the Environmental Advisory Commission (EAC). Both organizations hold various events, programs, and initiatives throughout the year that reflect the City's commitment to act against climate change.

As previously mentioned, BPAC encourages bicycle commuting and walking in lieu of motorized transportation. BPAC has been involved in the development of the Bikeway Implementation Plan, designation of being a Bike Friendly Community, promotion of bike and walk to school events, has routinely organized an annual Bike Rodeo, and provides education on bicycle safety and encourage bicycling for commuting as well as recreation.



EAC promotes programs and initiatives geared towards enhancing environmental awareness and conservation within the city. EAC holds an Arbor Day event in late April, at which free tree saplings are given away to encourage tree planting around the community. EAC has been involved with numerous initiatives, such as river clean-ups, battery recycling programs, storm drain markers, and education campaigns.

EAC has participated in the DuPage River Sweep (hosted by the Conservation Foundation) from 2015 to 2019, and 2021 to 2025.



Other Initiatives

Mosquito Abatement and Larvicide Program

The City ceased a mosquito abatement program in 2000, following an advisory referendum on raising property taxes to pay for the spraying. City also was responding to some residential concerns about the potential health risks posed by the chemicals that are used during the spraying process. Further, the effectiveness of spraying pesticides is limited since Warrentville is surrounded by open spaces, forest preserves and Fermilab.

Public Works staff continues to stay informed on mosquito abatement best practices and has continued to apply Natular XRT Mosquito Larvicide in storm drains. Natular is the first public health larvicide in the IRAC Class 5 chemical classification. It offers a distinctive mode of action effective against all four developmental stages of mosquito larvae.

Old Town Redevelopment Site:

Request for Proposals (Current): A Request for Proposals to develop the site based upon the City's preferred redevelopment plan was released on April 10.

IEPA Project Closeout: The City received No Further Remediation letters from the LUST and SRP programs.

Phase 1 and Utility Improvements Construction Project (Completed June 2024) : Martam Construction was selected as the low bidder to construct the OTRS #2 Phase 1 & Utility Improvements project. This work included extending watermain north along River Road, west along Warrentville Road and connect into the existing watermain on Batavia Road, re-routing sanitary and water services, minor roadway curb and gutter replacement, new 8' sidewalk along the north side of Warrentville Road, remediating the old gas station site to residential IEPA standards, construction of a parking lot and a compensatory storage area.



**AN ORDINANCE APPROVING THE DISPOSAL OF
SURPLUS PERSONAL PROPERTY OWNED BY THE CITY OF WARRENVILLE**

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

WHEREAS, the City is the owner of certain personal property described in detail in **Exhibit A**, attached to and, by this reference, made a part of this Ordinance ("**Surplus Property**"); and

WHEREAS, pursuant to the City's power under applicable law, including Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, and the home rule powers of the City, the Mayor and the City Council have determined that the Surplus Property is no longer necessary or useful to, or for the best interests of the City and the Surplus Property should be disposed of in the manner set forth in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DU PAGE 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: Declaration of Surplus Property. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, and the City's home rule powers, the City Council declares that the Surplus Property is no longer necessary or useful to, or in the best interests of, the City.

SECTION 3: Authorization to Dispose of Surplus Property. The City Administrator and the Capital Maintenance Superintendent are hereby authorized to sell the Surplus Property at online auction through Obenauf Auction Service, Inc., with or without advertising, at the best price possible. Said sales may include such terms and conditions as the Capital Maintenance Superintendent and City Administrator shall determine to be appropriate. If, after reasonable effort to sell the Surplus Property, any items of Surplus Property remain unsold, such items are hereby deemed to be of no value and may be disposed of by the Capital Maintenance Superintendent and City Administrator in the most cost-effective manner possible.

SECTION 4: Execution of Required Documentation. The City Administrator, and the Capital Maintenance Superintendent, are authorized to execute, on behalf of the City, the documents necessary to complete the disposition of the Surplus Property authorized pursuant to Sections 3 of this Ordinance.

SECTION 5: Effective Date. This Ordinance shall be in full force and effect following its passage by a majority of the members of the city council then holding office and approval in the manner provided by law.

[Signatures and Voting Record on Following Page]

PASSED THIS _____ day of _____, 2025.

APPROVED THIS _____ day of _____, 2025.

VOTES: AYES _____ NAYS _____ ABSENT _____ ABSTAIN _____

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

DESCRIPTION OF SURPLUS PROPERTY

Year	Make	Model	VIN	City Vehicle #
2013	Ford	F 350	1FD8X3B67EEA98113	125
2006	Sterling	Cab and Chassis	2FZHCHDC46AW29564	102
2008	Ford	LCF	3FRML55Z48V683968	106

Year	Make	Model	Serial	City Equipment #
2003	Kubota	RCK60-278B	50528	310

RESOLUTION NO. R2025-__

**A RESOLUTION APPROVING AN AGREEMENT WITH METROPOLITAN INDUSTRIES, INC.
FOR LIFT STATION AND WATER SYSTEM SCADA UPGRADES**

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

WHEREAS, the City has identified a need to procure professional services to perform SCADA upgrades for lift stations and water system ("**Services**"); and

WHEREAS, Metropolitan Industries, Inc. ("**Metropolitan**") has submitted proposals to provide the Services in the total not-to-exceed amount of \$337,388.00; and

WHEREAS, the City desires to enter into an agreement with Metropolitan for the Services at the price proposed ("**Agreement**"); and

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

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

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

SECTION 2: Approval of the Agreement. The Agreement with Metropolitan for the Services in the total not-to-exceed amount of \$337,388 is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the City Administrator.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the Agreement upon receipt of an executed copy of the Agreement from Metropolitan.

SECTION 4: Change Orders. The City Administrator, or her designee, is authorized to execute one or more Change Orders to the Agreement for additional services for unforeseen items of work related to, or arising from other work contemplated by, the provision of the Services in an amount not to exceed \$15,000.00 of the original Agreement price.

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

[Signatures and Voting Record on Following Page]

PASSED THIS _____ day of _____, 2025.

APPROVED THIS _____ day of _____, 2025.

VOTES: AYES _____ NAYS _____ ABSENT _____ ABSTAIN _____

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
AGREEMENT

**CITY OF WARRENVILLE
PROFESSIONAL SERVICES AGREEMENT
FOR SCADA LIFT STATION AND WATER SYSTEM UPGRADES**

THIS AGREEMENT (“Agreement”) is dated as of the ____ day of _____, 20____ (**“Effective Date”**) and is by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (**“City”**), and **METROPOLITAN INDUSTRIES, INC.**, an Illinois corporation (**“the Consultant”**) (collectively, the **“Parties”**).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the City’s statutory and home rule powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The City hereby engages the Consultant to provide all necessary professional consulting services and to perform the work in connection with the project described as follows: provide SCADA upgrades for the City’s lift stations and water system (collectively, the **“Services”**).

B. Services. The Consultant provided two quotes for the Services to be provided by the Consultant, copies of which are attached as **Group Exhibit A** to this Agreement (**“Scope of Services”**). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

C. Commencement; Time of Performance. The Consultant will commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties (**“Commencement Date”**). The Consultant will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement (**“Time of Performance”**).

D. Reporting. The Consultant will regularly report to the City regarding the progress of the Services during the term of this Agreement.

E. Relationship of the Parties. The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and the Consultant; or (ii) create any relationship between the City and any subcontractor of the Consultant.

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the City.

G. Mutual Cooperation. The City will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the City may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant agrees to cooperate with the City in the performance of the Services to complete the Work and with any other the Consultants engaged by the City.

H. Compliance with Laws and Grants.

1. The Consultant will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant will also comply with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services.

2. The Consultant will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed \$337,388.00 ("**Compensation**"), as set forth in the Scope of Services, including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the City.

B. Invoices and Payment. The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The City will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the City to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the City under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the City, the Consultant must provide written notice to the City of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the City without interruption.

E. Change Orders.

1. Change Orders Generally. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services (“**Change Order**”) provided, however, that any Change Order in an amount exceeding \$15,000 of the original Compensation must be approved by the City Council. The Change Order will be generally in the form attached to and by this reference incorporated into this Agreement as **Attachment C**. The Consultant may request a Change Order based on a material change to the Services required as part of the Services. A Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Services

2. Revision Notices. Within 10 business days after the date of a Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Change Order (“**Revision Notice**”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Change Order and the Change Order will be final.

3. No Change in Absence of Change Order. No claim for an adjustment in Compensation or project schedule will be made or allowed unless it is embodied in a Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or project schedule terms that has not been included, or fully included, in a Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement as determined by the City without interruption.

F. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

G. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be.

H. No Additional Obligation. The City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services (“**Key Project Personnel**”), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the City’s prior written approval. The Consultant will notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the City for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

B. Availability of Personnel. The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

C. Approval and Use of Subcontractors. The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the City. The City’s approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term “Consultant” will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, then, immediately upon notice from the City, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

SECTION 4. TERM OF AGREEMENT.

A. Term. The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the City determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the City has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the City by the Consultant.

B. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the City that is not generally known to members of the public ("**Confidential Information**"). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the City. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the City regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the City with the understanding that the City will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement will be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the City. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the City all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the City. The Consultant will execute all documents and perform all acts that the City may request in order to assist the City in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the City upon demand at any time and in any event, will be promptly delivered to the City upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the City's data in the format requested by the City. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the City related to this Agreement, and records in the possession of the Consultant related to this Agreement or the

Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other comparable state or federal laws now existing or adopted later (collectively, the “**Disclosure Laws**”). In the event that the City requests records from the Consultant, the Consultant shall promptly cooperate with the City to enable the City to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the City in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the City may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the City will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the City may have in equity, by law or statute. The Consultant will fully cooperate with the City in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the City in any notification efforts required by law.

SECTION 6. WARRANTY.

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the City. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Company Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify the City in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to City approval which will not be unreasonably withheld.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no City employee, official, or agent has an interest in the business of the

Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

E. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the City for all loss or damage that the City may suffer, and this Agreement will, at the City's option, be null and void.

F. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

G. No Default. The Consultant is not in arrears to the City under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the City in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the City that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the City and its officials, officers, authorities, and all City elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the City, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the City and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the City may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the City and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the City (10 days' written notice in the event of cancellation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the City will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

SECTION 9. DEFAULT.

A. Default. If the City determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any the Event of Default within ten days after the Consultant's receipt of written notice of the Event of Default from the City, then the City will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the City may pursue the following remedies:

1. Cure by the Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The City may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the City will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. City Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the City may only be performed by the City Administrator or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

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

City of Warrenville
3S258 Manning Avenue
Warrenville, IL 60555
Attention: Zach Jardine
E-mail: zjardine@warrenville.il.us

With a copy to:

Elrod Friedman LLP
350 N. Clark Street, Second Floor
Chicago, Illinois 60654

Attention: Brooke Lenneman
E-mail: brooke.lenneman@elrodfridman.com

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

Metropolitan Industries, Inc.
37 Forestwood Drive
Romeoville, Illinois 60446
Attention: *Ken Turnquist*
Email: kturnquist@metropolitanind.com

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and City only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The City will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the City, without the knowledge and approval of the Corporate Authorities.

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

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

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

J. 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 18th Judicial Circuit Court of DuPage County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the 18th Judicial Circuit Court of DuPage County, Illinois.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to the Scope of Services and the Services.

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

M. Exhibits. Exhibits A and B attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

N. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

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

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

Q. Survival. The provisions of Sections 5, 6, and 8 will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

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

ATTEST:

CITY OF WARRENVILLE

By: _____
City Clerk

By: _____
City Administrator

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

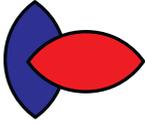
EXHIBIT A

SCOPE OF SERVICES

[attach both quotes]

METROPOLITAN PUMP COMPANY

A Division of Metropolitan Industries, Inc.



37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343
(815) 886-9200 • FAX: (815) 886-4573
WWW.METROPOLITAINDIND.COM

QUOTATION

Page 1 of 3

TO: Mr. Zach Jardine
City of Warrenville
zjardine@warrenville.il.us

PROJECT: Water Syst. SCADA Upgrade
Warrenville, Illinois
BIDS DUE: ASAP
ENGINEER: N/A

We are pleased to provide a QUOTE on the following equipment for the subject project.

WATER SYSTEM SCADA UPGRADE

Scope:

Metropolitan will redesign the OT architecture in the city to eliminate as many single point of failures as possible. We will remove the Server/Client architecture and instead implement a distributed control architecture, whereas each site is individually brought to SCADA instead of going into 1 data concentrator. Doing this will increase the networks resiliency and allow for better network throughput (packed traversal time). We will implement DNP3 wherever possible so that data quality is enhanced and all alarms and pump status are sent to SCADA without being solicited.

Graphics will be updated system wide to be more modern and user friendly. More information from each site will be provided, including but not limited to : VFD amerage, run times, chlorine pump speed, flow directions, PH, mixer status, chlorine scales, and more. Current system operation will be enhanced, so that well staging (Unified start and stops with staging delays) and tower failover occur as intended. Individual wells will be able to be started or stopped without needing to wait on tower level to fall to improve operator sampling operations. The system will be default run the well until the tower level is reached unless prematurely stopped early. We will have a toggle switch to allow the well to run past the stop level. At each site when placed in hand, the system will modulate all required valves for the well to run. We will provide operator training on both the local HMI changes at each site as well as SCADA configuration changes. As screens are conceptualized, we will send for approval before implementing system wide.

Well #9 - 27W601 Warrenville Road

- Qty (1) AB Micrologix Breakout Cable Box
- Note: Breakout Box to add RS485 to read amperage at this location.
- Qty (1) Panorama Antenna
- Qty (1) AB 4 Differential Inputs, Analog I/O Expansion Card
- Qty (1) Updated cell Modem
- Qty (1) Din Rail Mounting Bracket
- Qty (1) Lot of Misc. terminal blocks, din rail, ties, etc.
- Labor, Integration and Programming is included.

<< THIS PROPOSAL IS CONTINUED ON THE FOLLOWING PAGE >>

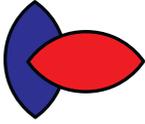
TERMS: Net 30 days from the date of invoice. All invoices are payable in full when due, with no retainage allowed.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted: _____	Quotation No: <u>KT20425MN</u>
Firm: _____	Submitted: <u>5/16/2025</u>
By: _____	Void after: <u>30 days</u>
Title: _____	Prepared By: <u>Ken Turnquist</u>

METROPOLITAN PUMP COMPANY

A Division of Metropolitan Industries, Inc.



37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343
(815) 886-9200 • FAX: (815) 886-4573
WWW.METROPOLITAININD.COM

QUOTATION

Page 2 of 3

PROJECT: Water Syst. SCADA Upgrade
Warrenville, Illinois

Continued from page #1

Well #10 - 30W150 Batavia Road

Qty (1) AB Micrologix Breakout Cable Box.

Note: Breakout Box to add RS485 to read amperage at this location.

Qty (1) Panorama Antenna.

Qty (1) AB 4 Differential Inputs, Analog I/O Expansion Card

Qty (1) Updated cell Modem

Qty (1) Din Rail Mounting Bracket

Qty (1) Panorama Antenna Wmmg-7-27-5sp Wall mount with gain MIMO Ce

Qty (1) Lot of Misc. terminal blocks, din rail, ties, etc.

- Labor, Integration and Programming is included.

Well #11 - Bower - 4S255 River Road

Qty (1) AB 4 Differential Inputs, Analog I/O Expansion Card

Qty (1) Solid-Core Current Transducer, 4-20mA Sensor Output

Qty (1) Panorama Antenna

Qty (1) Updated cell Modem

Qty (1) Din Rail Mounting Bracket

Qty (1) Panorama Antenna Wmmg-7-27-5sp Wall mount with gain MIMO Ce

Qty (1) Lot of Misc. terminal blocks, din rail, ties, etc.

- Labor, Integration and Programming is included.

- Amperage reading needs to be wired from the MCC to the PLC.

- Conduits and Wiring to be provided by the City of Warrenville.

Well #12 - 3S000 Timber Drive

Qty (1) AB Micrologix Breakout Cable Box.

Note: Breakout Box to add RS485 to read amperage at this location.

Qty (1) Panorama Antenna.

Qty (1) AB 4 Differential Inputs, Analog I/O Expansion Card

Qty (2) J-box, mild steel Nema 1 Plus subpanel (Pressure XMTRS)

Qty (1) Updated cell Modem

Qty (1) Din Rail Mounting Bracket

Qty (1) Panorama Antenna Wmmg-7-27-5sp Wall mount with gain MIMO Ce

Qty (1) Lot of Misc. terminal blocks, din rail, ties, etc.

- Labor, Integration and Programming is included.

<< THIS PROPOSAL IS CONTINUED ON THE FOLLOWING PAGE >>

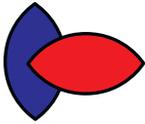
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Accepted: _____	Quotation No: <u>KT20425MN</u>
Firm: _____	Submitted: <u>5/16/2025</u>
By: _____	Void after: <u>30 Days</u>
Title: _____	Prepared By: <u>Ken Turnquist</u>

METROPOLITAN PUMP COMPANY

A Division of Metropolitan Industries, Inc.



37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343
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QUOTATION

Page 3 of 3

PROJECT: Water Syst. SCADA Upgrade
Warrenville, Illinois

Continued from page #2

Notes and Clarifications:

- Any Instrumentation not included in this scope, conduits, wiring between PLC and other devices, permits, fees, performance bonding, and taxes are not included.
- Installation and items all listed within this proposal are included
- Pressure transmitters will not be provided at this time as dicussed.
- No specifications were provided at this time.
- We have not included any conduit runs to bring in the analog signals from the Chlorine pumps and Analyzer from each of their locations to the PLC. Confirmation and coordination to be provided on Chlorine Analyzer modifications (PH readings) by the City prior to any work to be completed.
- Conduits and wiring if needed are not included.
- Assistance from the City of Warrenville may be required at times.
- Well #8 - 29W523 Batavia Road site has been eliminated.
- Pricing is based on the site visits made with the City of Warrenville.
- Panel will be cleaned up and any old PLC that is not working will be removed.
- The intension for this project is once we receive a purchase order would be to release equipment as soon as possible. Any existing drawings will be marked up during the field upgrades and changed accordingly and a new print will be provided once the project is complete.
- Chlorine pump speed should be accessible via SCADA dependng on the availability of the output from the pump. This should be verified by the City.
- The run timer should be displayed in minutes. (Note: This was discussed to leave as is)
- Tank water temperature was removed during our discussions and we are not providing temerature transmitters.

TOTAL PRICE FOR EQUIPMENT AND INSTALLATION IS:

\$117,863.00
(Taxes Not Included)

- Due to the recently imposed tariffs by the federal government, all proposed pricing will need to be confirmed at the time of release to production AND prior to the acceptance of a purchase order agreement. We regret that this is necessary and appreciate your continued business and support, however it is unclear at this time what impact the recent (or possible future) tariffs will have on the already volatile metals and other supply markets that serve our industry.

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STANDARD CONDITIONS OF SALE
(Domestic Shipments)

1. TERMS

Standard terms are net thirty days from date of invoice. Products are sold F.O.B. Factory unless otherwise stated. A 2% per month service charge is added to overdue accounts.

It is understood that the purchaser agrees to pay any and all costs incurred in collecting delinquent accounts, including by way of illustration but not limited to: reasonable attorney fees; costs of witnesses and expert witnesses, including travel from point of origin and return, subsistence and recompense for time lost from regular occupation; court costs, depositions, transcripts, etc.

Quotations are subject to acceptance within thirty days from the date, and in the interim, are subject to changes in price or other particulars upon notice.

All offers to purchase, quotations, and contracts of sales are subject to final acceptance by Metropolitan Pump (hereinafter called the Company) at its office at Romeoville IL: and shall be and constitute an Illinois Contract, subject to the laws of the State of Illinois.

2. SALES AND SIMILAR TAXES

Sales, use, occupational, excise, or other similar taxes are not included in the prices quoted and if this transaction is subjected to any such tax by any taxing authority whatever, the same must be added to the purchase price.

3. DELIVERIES

The Company shall be under no liability for failure to make deliveries where such failure to deliver may be due to fires, strikes, accidents, labor or transportation difficulties, car shortage, failure to obtain deliveries of materials, action of any State, Federal or local governments or other causes beyond its reasonable control.

4. ESTIMATED SHIPPING WEIGHTS

The Company will not be responsible for the accuracy of shipping weights submitted in quotations, as these weights are estimated weights, for use in computing probable freight charges.

5. GUARANTEES

RATED OUTPUT

The Company guarantees that the apparatus manufactured by it will deliver successfully its output as indicated on the nameplate, provided such apparatus is properly installed and maintained, correctly lubricated, operated under normal conditions and with competent supervision.

REPLACEMENT OF DEFECTIVE MATERIAL

Any pans which show faulty workmanship or material will be repaired or replaced without charge F.O.B. Company's works, provided such defects develop under normal and proper use within three months after date of shipment and provided Purchaser shall give notice in writing to the Company and a chance to inspect such defects before repairing or altering the product in any way. The correction of such defects by repair or replacement by the Company shall constitute a fulfillment of its obligation to the Purchaser.

NON-LIABILITY FOR LOSS OR DAMAGE

The Company will not be responsible for or liable for any loss or damage resulting from improper storage or handling prior to placing the apparatus in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent of the company. The Company will not be responsible or liable for any damage or loss resulting from installation or operation in any manner not complying with installation or operating instructions or drawings or with the ratings marked thereon.

CONTINGENT LIABILITY

The Company will not be responsible or liable in any way for consequential damage or contingent liability resulting from nondelivery, late delivery, function, malfunction or nonfunction or any equipment sold hereunder or resulting from any service provided or from malfeasance or nonfeasance of any service provided hereunder.

6. CHANGES

In event the Purchaser finds it necessary to make changes in the work to be performed hereunder, he may do so only by written order. If such changes cause an increase or decrease in the amount due for apparatus sold hereunder, or in the time required for completion of resulting order, an equitable adjustment shall be made and the order shall be modified accordingly.

7. TERMINATION

In the event Purchaser, due to good and sufficient cause, desires to effect cancellation of sales or services sold hereunder, notice shall be given in writing to the Company.

The Company shall thereupon, as directed, cease work and deliver to the Purchaser all completed and partially completed articles and materials and work in process. The Purchaser shall pay the Company the following:

- (a) The price provided in the order for all articles or materials which have been completed prior to termination.
- (b) Actual expenditures made by the Company in connection with the incompleting portion of the order, including reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made under the order.
- (c) Reasonable estimated profits on the incompleting portion of the order multiplied by the percentage of completion of the incompleting portion of the order.

8. DEFERRED DELIVERIES

Deferred deliveries are subject to Company's approval. Should the Purchaser for good and sufficient cause desire that we hold up or defer deliveries until some later day, same shall be acceptable on the following conditions only:

- (a) Deferment period is not to exceed sixty days, at the end of which time, if no release is given, Company reserves the right to render invoice and make shipment of the completed portion of order to destination specified in Purchaser's order, or to warehouse such apparatus at Purchaser's expense.
- (b) On the incompleting portion of the order, if release is not given by the Purchaser at the expiration of sixty days, the Company reserves the right to make a cancellation charge on the same conditions and terms of payment as outlined above under "Termination."

9. PATENTS

The Company certifies that to the best of its knowledge the apparatus sold hereunder does not infringe any Patent granted to others by the United States of America or by any country foreign thereto. The Company does not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or users of its product.

10. PAYMENTS

If, in the judgment of the Company, the financial condition of the Purchaser at any times does not justify continuance of the production or shipment on the terms of payment specified, the Company may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of completion. Apparatus held for the Purchaser shall be at the risk and expense of the Purchaser.

11. FEDERAL AND STATE LAWS

The Company, to the best of its knowledge, is complying with The Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations issued thereunder.

12. GENERAL

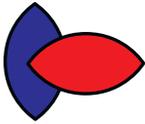
There are no understandings, agreements or warranties, either verbal or written, relating to the apparatus sold hereunder that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties.

No statement, recommendation or assistance made or offered by Company through its representatives to the Purchaser or his representatives in connection with the use of any product sold by us shall be or constitute a waiver by Company of any of the provisions hereof or change the purchaser's liability as herein defined.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this proposal, it has fully complied with Section 12 (a) of the Fair Labor Standards Act of 1938, as amended.

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QUOTATION

Page 1 of 6

TO: Mr. Zach Jardine
City of Warrenville
zjardine@warrenville.il.us

PROJECT: Lift Station SCADA Upgrade
Warrenville, Illinois
BIDS DUE: ASAP
ENGINEER: N/A

We are pleased to provide a QUOTE on the following equipment for the subject project.

LIFT STATIONS SCADA UPGRADE

Herrick Woods - Breme Lift Station

Addition of New PLC AB1400 and HMI.
Additon of Amp Meters, Current Transformers and I/O card.
Existing Antenna and Cable to Remain.
Misc. Antenna if required and New up to date Modem.
Installation and Update Program.

Cantera Lift Station - Diehl Road

Existing Traffic Box to Include the Following:

Addition of New PLC AB1400 and HMI.
Additon of Amp Meters, Current Transformers and I/O card.
Existing Antenna and Cable to Remain.
Misc. Antenna if required and New up to date Modem.
Installation and Update Program.

Cerney Park - Forestview Lift Station

Update Program on existing PLC and New HMI.
Installation and Additon of Amp Meters, Current Transformers and I/O card.
Existing Antenna and Cable to Remain.
Misc. Antenna if required and New up to date Modem.

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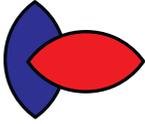
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QUOTATION

Page 2 of 6

PROJECT: Lift Station SCADA Upgrade
Warrenville, Illinois

Continued From Page #1

3S632 Warren Avenue Lift Station

Update Program on existing PLC and New HMI.
Installation and Additon of Amp Meters, Current Transformers and I/O card.
Existing Antenna and Cable to Remain.
Misc. Antenna if required and New up to date Modem

28W523 Riverview Street Lift Station (Post Office)

Existing RTU Panel in Traffic Box to be Removed.
Addition of New Control Panel Inside Existing Traffic Box and New Junction Box.
New control panel to include: Circuit Breakers, Contactors, Overload, Disconnect, PLC, HMI.
Existing Antenna and Cable to Remain.
Misc. Antenna if required and New up to date Modem.
Installation of New Panel and Installation of Additional Conduit.

Emerald Green - 29W336 John Bardeen Drive Lift Station

New Panel in Existing Traffic Box to Include the Following:

New Control Panel Enclosure NEMA 1 Painted Mild Steel with New LMSII Controller, PLC, HMI, Power Components,
Amp Meters, Current Transducers, and I/O card.
Existing Antenna and Cable to be Reused.
New up to date Modem.
Removal of Existing Subpanel and Reinstall New Subpanel Inside Traffic Box.

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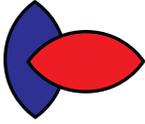
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QUOTATION

Page 3 of 6

PROJECT: Lift Station SCADA Upgrade
Warrenville, Illinois

Continued From Page #2

2S525 River Oaks Dry Pit Lift Station

Existing Panel and Existing Traffic Box to Include the Following:

- Update Program on existing PLC and New HMI.
- Installation and Additon of Amp Meters, Current Transformers and I/O card.
- Existing Antenna and Cable to Remain.
- Misc. Antenna if required and New up to date Modem.

Fox Hollow 1S681 Essex Lane Deep Dry Pit Lift Station

Existing Panel to Include the Following:

- Update Program on existing PLC and New HMI.
- Installation and Additon of Amp Meters, Current Transformers and I/O card.
- Existing Antenna and Cable to Remain.
- Misc. Antenna if required and New up to date Modem.

Riverside Lift Station

Existing traffic box to Include the Following:

- Addition of New PLC AB1400 and HMI.
- Installation and Additon of Amp Meters, Current Transformers and I/O card.
- Existing Antenna and Cable to Remain.
- Misc. Antenna if required and New up to date Modem.
- Installation and Update Program.

Williams Lift Station

Existing traffic box to Include the Following:

- Addition of New PLC AB1400, HMI, and I/O Card.
- Installation and Additon of Amp Meters, Current Transformers and I/O card.
- Existing Antenna and Cable to Remain.
- Misc. Antenna if required and New up to date Modem.
- Installation and Update Program.

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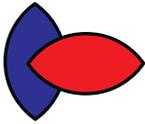
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QUOTATION

Page 4 of 6

PROJECT: Lift Station SCADA Upgrade
Warrenville, Illinois

Continued From Page #3

Ray Street Control Panel Replacement

Control Panel Replacement With Painted Steel Traffic Box Enclosure and Accessories

Qty (1) UL approval

Qty (1) Weather Protected pad Mounted Freestanding Traffic Enclosure, Painted Steel, Nema 3R

Qty (1) Fan / Filter Kit

Qty (1) GFIC Convenience Outlet

Qty (1) Heater and thermostat

Qty (1) Cord Reel Dop Light

Pump Control Panel To Include The Following

Duplex LMSII, 240 volt, 3 phase, 60Hz, 15.2 FLA, 5HP

Qty (1) Control Panel Enclsoure Nema 1 with Sub panel

Qty (1) Micrologix 1400 PLC, 24V power, & I/O

Qty (1) Memory Module

Qty (1) Serial Null Modem cable

Qty (1) 7" Touchscreen, 2 Comm Ports, Ethernet Port

Qty (2) Seal Fail Sensor For Hydromatic Pumps, 8 Pin

Qty (1) Intrinsically Safe Barrier for transducer

Qty (1) Intrinsically Safe Relay for float switches, 5 channel

Qty (1) Phase Monitor

Qty (1) Non-Fused Disconnect, 600V 100A 3P, 24v Control, 5HP

Qty (1) Disconnect Handle

Qty (1) Shaft for handle disconnect

Qty (2) Motor Starters Contactor

Qty (2) Thermal Overload Relays

Qty (2) Circuit breakers, TM, Recessed panel Din Rail Mount

<< THIS PROPOSAL IS CONTINUED ON THE FOLLOWING PAGE >>

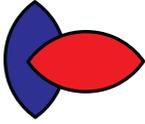
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QUOTATION

Page 5 of 6

PROJECT: Lift Station SCADA Upgrade
Warrenville, IL

Continued From Page #4

- Qty (1) Control Transformer with fuse clip
- Qty (1) Equipment Ground Bar
- Qty (1) Lot: Circuit breakers and fuse blocks
- Qty (1) Lot: Distribution block or distribution lugs
- Qty (1) Lot: Relays, Timers and Relay Sockets
- Qty (1) Duplex Outlet, 15A w/ cover and KO outlet Box
- Qty (1) DC Power Supply
- Qty (1) UPS Control Unit, Battery Module for Batteries and Gel Cell Battery
- Qty (1) 5 port Ethernet Switch, Unmanaged
- Qty (1) Ethernet Patch cable, 3' and 7'
- Qty (1) Cell Modem "LX40" 4G LTE Router, North America
- Qty (1) Din Rail Mounting Bracket
- Qty (1) Panorama Antennas Wmmg-7-27-5sp Wall Mount With Gain MIMO Ce
- Qty (2) Surge Protector for Duel WMMG ant
- Qty (10) 8240 Belden Coaxial Cable, RG58/U 50Ohm Imp. 20AWG
- Qty (1) Slim Line Relay, DPDT, 5A, 24V (Cell Modem Reset)
- Qty (1) Relay Base, 8 Blade, Screw Terminal, 8A (Cell Modem Reset)
- Qty (1) Retainer & Eject Lever for Slim Line Relay
- Qty (1) Radar Transducer and Submersible Transducer are included with Mounting Bracket (Primary and Back Up Control)
- Qty (4) Mechanical floats with Chain and Anchor Float Mounting Sytem and Bracket (Back Up Control)

Notes For Ray Street:

- Metropolitan to furnish new controls.
- Existing service disconnect, existing service, meter, and ATS to be reused
- Above pricing includes start up of system, on site training and freight.
- Verizon Cellular Service is already under a separate contract.
- Removal of existing control panel and set aside to temp for duration of install.
- Removal and replacement of control panel concrete pad.
- Furnish and install (2) additional conduits with conduit seals into wet well (welded hubs will be primed only).
- Pull and terminate pumps and level control.

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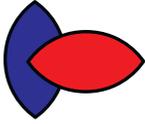
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QUOTATION

Page 6 of 6

PROJECT: Lift Station SCADA Upgrade
Warrenville, IL

Continued From Page #5

Exclusions (Ray Street):

- Only the items mentioned are included in this proposal. This proposal is to replace the existing traffic box enclosure controls and devices mentioned.
- Permits, fees, taxes, Utilities fees, allowances, premium time and bonding is not included.
- Outside Alarm light is not included in this proposal.
- ComEd Coordination is not included.
- Existing pumps remain and new pumps are not included.
- Concrete work is figured to not be required or included at this time.
- Temp power and bypass pumping.
- Repairs to, replacement, or relocation of new or existing utilities damaged or discovered during construction.

TOTAL PRICE FOR EQUIPMENT AND INSTALLATION AS DESCRIBED ON PAGES 1 THRU 6 OF THIS PROPOSAL:

\$219,525.00
(Taxes Not Included)

Notes:

- Includes installation of PLC's as mentioned.
- Includes programming updates on all PLCs.
- Pricing is based on the site visits made with the City of Warrenville.
- No specifications were provided at this time.
- Conduits if required are not included other than Ray Street.
- Assistance from the City of Warrenville may be required at times.
- Permits, performance bonding, premium time and other fees are not included.
- Taxes Not Included.

Due to the recently imposed tariffs by the federal government, all proposed pricing will need to be confirmed at the time of release to production and prior to acceptance of a purchase order agreement.

We regret that this is necessary and appreciate your continued business and support, however it is unclear at this time what impact the recent (or possible future) tariffs will have on the already volatile metals and other supply markets that serve our industry.

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1. TERMS

Standard terms are net thirty days from date of invoice. Products are sold F.O.B. Factory unless otherwise stated. A 2% per month service charge is added to overdue accounts.

It is understood that the purchaser agrees to pay any and all costs incurred in collecting delinquent accounts, including by way of illustration but not limited to: reasonable attorney fees; costs of witnesses and expert witnesses, including travel from point of origin and return, subsistence and recompense for time lost from regular occupation; court costs, depositions, transcripts, etc.

Quotations are subject to acceptance within thirty days from the date, and in the interim, are subject to changes in price or other particulars upon notice.

All offers to purchase, quotations, and contracts of sales are subject to final acceptance by Metropolitan Pump (hereinafter called the Company) at its office at Romeoville IL: and shall be and constitute an Illinois Contract, subject to the laws of the State of Illinois.

2. SALES AND SIMILAR TAXES

Sales, use, occupational, excise, or other similar taxes are not included in the prices quoted and if this transaction is subjected to any such tax by any taxing authority whatever, the same must be added to the purchase price.

3. DELIVERIES

The Company shall be under no liability for failure to make deliveries where such failure to deliver may be due to fires, strikes, accidents, labor or transportation difficulties, car shortage, failure to obtain deliveries of materials, action of any State, Federal or local governments or other causes beyond its reasonable control.

4. ESTIMATED SHIPPING WEIGHTS

The Company will not be responsible for the accuracy of shipping weights submitted in quotations, as these weights are estimated weights, for use in computing probable freight charges.

5. GUARANTEES

RATED OUTPUT

The Company guarantees that the apparatus manufactured by it will deliver successfully its output as indicated on the nameplate, provided such apparatus is properly installed and maintained, correctly lubricated, operated under normal conditions and with competent supervision.

REPLACEMENT OF DEFECTIVE MATERIAL

Any pans which show faulty workmanship or material will be repaired or replaced without charge F.O.B. Company's works, provided such defects develop under normal and proper use within three months after date of shipment and provided Purchaser shall give notice in writing to the Company and a chance to inspect such defects before repairing or altering the product in any way. The correction of such defects by repair or replacement by the Company shall constitute a fulfillment of its obligation to the Purchaser.

NON-LIABILITY FOR LOSS OR DAMAGE

The Company will not be responsible for or liable for any loss or damage resulting from improper storage or handling prior to placing the apparatus in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent of the company. The Company will not be responsible or liable for any damage or loss resulting from installation or operation in any manner not complying with installation or operating instructions or drawings or with the ratings marked thereon.

CONTINGENT LIABILITY

The Company will not be responsible or liable in any way for consequential damage or contingent liability resulting from nondelivery, late delivery, function, malfunction or nonfunction or any equipment sold hereunder or resulting from any service provided or from malfeasance or nonfeasance of any service provided hereunder.

6. CHANGES

In event the Purchaser finds it necessary to make changes in the work to be performed hereunder, he may do so only by written order. If such changes cause an increase or decrease in the amount due for apparatus sold hereunder, or in the time required for completion of resulting order, an equitable adjustment shall be made and the order shall be modified accordingly.

7. TERMINATION

In the event Purchaser, due to good and sufficient cause, desires to effect cancellation of sales or services sold hereunder, notice shall be given in writing to the Company.

The Company shall thereupon, as directed, cease work and deliver to the Purchaser all completed and partially completed articles and materials and work in process. The Purchaser shall pay the Company the following:

- (a) The price provided in the order for all articles or materials which have been completed prior to termination.
- (b) Actual expenditures made by the Company in connection with the incompleting portion of the order, including reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made under the order.
- (c) Reasonable estimated profits on the incompleting portion of the order multiplied by the percentage of completion of the incompleting portion of the order.

8. DEFERRED DELIVERIES

Deferred deliveries are subject to Company's approval. Should the Purchaser for good and sufficient cause desire that we hold up or defer deliveries until some later day, same shall be acceptable on the following conditions only:

- (a) Deferment period is not to exceed sixty days, at the end of which time, if no release is given, Company reserves the right to render invoice and make shipment of the completed portion of order to destination specified in Purchaser's order, or to warehouse such apparatus at Purchaser's expense.
- (b) On the incompleting portion of the order, if release is not given by the Purchaser at the expiration of sixty days, the Company reserves the right to make a cancellation charge on the same conditions and terms of payment as outlined above under "Termination."

9. PATENTS

The Company certifies that to the best of its knowledge the apparatus sold hereunder does not infringe any Patent granted to others by the United States of America or by any country foreign thereto. The Company does not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or users of its product.

10. PAYMENTS

If, in the judgment of the Company, the financial condition of the Purchaser at any times does not justify continuance of the production or shipment on the terms of payment specified, the Company may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of completion. Apparatus held for the Purchaser shall be at the risk and expense of the Purchaser.

11. FEDERAL AND STATE LAWS

The Company, to the best of its knowledge, is complying with The Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations issued thereunder.

12. GENERAL

There are no understandings, agreements or warranties, either verbal or written, relating to the apparatus sold hereunder that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties.

No statement, recommendation or assistance made or offered by Company through its representatives to the Purchaser or his representatives in connection with the use of any product sold by us shall be or constitute a waiver by Company of any of the provisions hereof or change the purchaser's liability as herein defined.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this proposal, it has fully complied with Section 12 (a) of the Fair Labor Standards Act of 1938, as amended.

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
\$500,000 injury-per occurrence
\$500,000 disease-per employee
\$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

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

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

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

F. Owner as Additional Insured. City will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify City as follows: City of Warrenville, including its City Council members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to City, the following parties will be named as additional insured on the following policies:

Additional Insured

Policy or Policies

EXHIBIT C

CHANGE ORDER NO _____

In accordance with Section 2 of the Agreement dated _____, 20____ between the City of Warrenton (the "City") and Metropolitan Industries, Inc. (the "Consultant"), the Parties agree to the following Change Order No. ____:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

**ALL OTHER TERMS AND CONDITIONS
OF THE AGREEMENT REMAIN UNCHANGED**

[signature page follows]

CITY

CONSULTANT

Signature
Director of Community and
Economic Development

Signature
Name (Printed or Typed)

_____, 20____
Date

_____, 20____
Date

If compensation greater than \$15,000 of the original Agreement price, then the City Council must approve the Change Order in advance and the City Administrator or Mayor's signature is required.

Signature
City Administrator

_____, 20____
Date

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

The City has developed digital map information through Geographic Information Systems Technology (“**GIS Data**”) concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the City will be limited to the scope of the Work that the Consultant is to provide for the City;

2. **Purpose of GIS Data.** The Consultant will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and

3. **Agreement with Respect to GIS Data.**

a. **Trade Secrets of the City.** The GIS Data constitutes proprietary materials and trade secrets of the City and is the property of the City;

b. **Consent of City Required.** The Consultant may not provide or make available the GIS Data in any form to anyone without the prior written consent of the City.

c. **Supply to City.** At the request of the City, the Consultant will provide the City with all information that has been developed by the Consultant based on the GIS Data;

d. **No Guarantee of Accuracy.** The City makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant’s intended use of the GIS Data; and

e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the City, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the City will be afforded sufficient access to the Consultant’s premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

CITY OF WARRENVILLE

MEMO

TO: Mayor, City Council and City Administrator White 
FROM: Utility Maintenance Superintendent Jardine
SUBJECT: SEWER CAMERA SUBSCRIPTION LEASE AGREEMENT WITH
EDGE AI SOLUTIONS INC.
DATE: JUNE 3, 2025

The purpose of this memo is to provide information about the City's existing sewer camera and recommend replacing that camera with a subscription lease agreement for a new sewer camera, including associated costs.

Existing Sewer Camera

The City purchased its current sewer camera in 2019 for \$182,594 with the purpose of performing sewer televising in-house in support of the City's sanitary sewer maintenance program. Staff televises and evaluates all of the sanitary sewer, identifying deficiencies that require repairs for this program. Staff also performs smoke testing to identify necessary repairs. The estimated cost for a contractor to perform this work is approximately \$68,000 per year.

The existing camera was expected to last 10 years when it was purchased. The camera has been taken out of service and sent in for repairs ten times in six years, with three of those in 2025 alone. The total cost for those repairs is \$16,800, since 2021. It is no longer under warranty so the costs of those repairs will be borne by the City and sanitary sewer maintenance operations will continue to be disrupted. So, staff investigated an alternative.

Camera Subscription Lease Agreement

Staff is recommending leasing the Pipe Dream sewer inspection system camera from Edge AI Solutions Inc. This modern, modular robotic system features high-definition 360-degree camera coverage, cloud-based storage, and compatibility with PACP, Geographic Information Systems (GIS), and National Association of Sewer Service Companies (NASSCO) systems.

Unlike the current system, which requires 360-degree views to be captured in real time at the manhole, Pipe Dream allows for post-recording 360-degree coding to be performed indoors after inspections are completed. This advancement will save hours of field time and enable staff to complete coding during the slower months and in a controlled environment, away from adverse weather.

Another advantage to this system is it is portable and can be loaded into a pickup truck, rather than having a specific vehicle dedicated to it. If this system works as expected, it is staff's intent to

Sewer Camera Lease Agreement

June 3, 2025

Page 2 of 2

recommend that City Council declare the existing camera system and truck as surplus and sell it at auction. Staff will wait to make that recommendation until it has fully evaluated this new system.

The lease includes a robot, an electric eReel, a 500-foot tether, and all necessary maintenance for a flat annual cost of \$16,050, based on six months of active use each year for an 18-month lease. The total lease agreement is for \$32,100. The Pipe Dream system offers significant operational advantages over the current equipment, including reduced downtime, ease of use, and improved data access and reporting. Transitioning to this 18-month lease agreement would provide the City of Warrenville with a more reliable and efficient method of managing its sanitary sewer inspections.

Should the City decide it wants to purchase one of these cameras, the money paid for the lease will be credited toward the purchase of the camera. If the City purchases one of these cameras, there would be an ongoing annual \$10,000 cost for a maintenance program. Staff will evaluate the camera during the lease period and make a recommendation about leasing or purchasing the equipment at the conclusion of the lease.

Recommendation

Staff is recommending the City enter into a subscription agreement with Edge AI Solutions Inc. for the Pipe Dream sewer inspection system as part of the City's ongoing sanitary sewer maintenance program.

RESOLUTION NO. R2025-__

**A RESOLUTION APPROVING A SUBSCRIPTION AGREEMENT WITH
EDGE AI SOLUTIONS, INC. FOR THE PROVISION OF
A CAMERA AND RELATED SOFTWARE FOR SEWER INSPECTIONS**

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

WHEREAS, the City has identified a need to procure the use of a sewer camera and related software services to perform sewer inspections ("**Services**"); and

WHEREAS, Edge AI Solutions, Inc. ("**Edge**") has submitted a proposal to provide the Services over a one-year term in the not-to-exceed total amount of \$32,100.00; and

WHEREAS, the City desires to enter into a one-year agreement with Edge for the Services at the price proposed ("**Agreement**"), which Agreement may be renewed for another one-year renewal term at the same annual cost; 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 Agreement with Edge;

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 Agreement. The Agreement with Edge in the total amount of \$32,100.00 plus reimbursable expenses, is hereby approved in the form attached to this Resolution as **Exhibit A**, and in a final form approved by the City Administrator.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the final Agreement only after receipt by the City Administrator of an executed copy of the Agreement from Edge; provided, however, that if the City Administrator does not receive such executed copy of the Agreement from Edge within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

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

[Signatures and Voting Record on Following Page]

PASSED THIS _____ day of _____, 2025.

APPROVED THIS _____ day of _____, 2025.

VOTES: AYES _____ NAYS _____ ABSENT _____ ABSTAIN _____

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
AGREEMENT

SUBSCRIPTION AGREEMENT

I. Parties

	Edge	Customer
<i>Legal Name</i>	Edge AI Solutions Inc.	City of Warrenville
<i>Street Address</i>	5877 Commerce Street #213	3S346 Manning Avenue
<i>City, State, Postal Code</i>	Pittsburgh, Pennsylvania 15206	Warrenville, Illinois 60555
<i>Primary Contact Person</i>	Scott Thayer	Zach Jardine
<i>Primary Contact Phone</i>	412-951-9482	630-836-3051
<i>Primary Contact Email</i>	sthayer@edgeaisolutions.com	zjardine@warrenville.il.us

This Subscription Agreement (“**Agreement**”) is entered on May 5, 2025 (the “**Effective Date**”) between Edge AI Solutions Inc., a Delaware corporation located at 5877 Commerce Street, Ste 213, Pittsburgh, PA 15206, (“**Edge**”) and Customer of Warrenville, an Illinois municipality, located at 3S346 Manning Avenue, Warrenville, Illinois 60555 (“**Customer**”). Certain capitalized terms are defined in the Terms and Conditions which are incorporated herein and attached as Exhibit A.

II. Background

Edge is a manufacturer of the Edge AISM software system for the inspection and analysis of wastewater pipes (“**Software**”) to be utilized in conjunction with its Pipe Dream® sewer inspection robots (collectively the Software and Pipe Dream® are referred to as the “**System**.”).

III. Fees & Terms:

Term: The Term of this Agreement is for 12 months (“Term”) commencing on the Effective Date. The Term is comprised of “six (6) months on”, which is defined as the six-month period during which the Customer has possession of the System (as defined herein) for its use, and “six (6) months off” which is defined as the period in which the Customer returns the System to Edge for safekeeping during the dormant period.

Renewal: Customer may renew this Agreement for additional 12 month terms (each a “Renewal Term”) each comprised of six (6) months on and six (6) months off by providing written notice to Edge. This Agreement does not automatically renew.

Subscription: \$2,675/month + applicable taxes and credit card fees (Customer is responsible for supplying Edge with any applicable tax exemption certificates) for each of the 12 months in the Term (for a total of \$32,100.00 for the Term).

PipeTrax™ Tether Options (One Time, Upfront Charges on non-standard Lengths):

Standard Length Tether (500 linear feet): No additional charge.

Extended Length Tether (1000 linear feet): \$2,000 + tax and applicable credit card fees

Maximum Length Tether (1200 linear feet): \$2800.00 per system + applicable credit card fees and taxes: 1200 linear foot tether extension priced @ \$4.00/foot for every foot above 500 linear feet.

Custom Length Tether (_____ linear feet): \$225.00 (custom termination fee) + \$4.00/foot for every foot above 500 linear feet + applicable credit card fees and taxes. Example: 750-foot tether is priced at 250 (750-500) linear feet times \$4.0/linear foot + \$225.00 (custom termination fee), or \$1225.00.

Included Footage: The plan includes unlimited downloadable uncoded HD video footage.

PACP Footage: The Customer has several options with respect to PACP coding of video footage, including coding it themselves or via third party coding services. The customer can select the desired coding method on a case-by-case basis. The options are as follows:

1. **Edge Coding Services:** If the Customer elects to have Edge AI code the PACP footage, the additional cost will be 30 cents per foot. The variation in price is dependent upon the deliverable format, for example, single camera fisheye, Side-by-Side (SBS), Pan-tilt-Zoom (PTZ), and/or GIS integration. (Note: volume-based pricing discounts are available).
2. **Customer /Third Party Coding:** If the Customer elects to do the PACP coding or employ a third-party PACP vendor, the Customer is responsible for downloading CCTV video footage from the Edge Portal and delivering that footage to the representative coding agency.
3. **Third Party PACP Vendor Portal Integration Services:** If the Customer elects to use a third-party vendor that is directly portal integrated with Edge AI and the Customer chooses to leverage the services provided by Edge AI regarding integration with the vendor portal, the customer will be charged an additional fee of 7.5 cents per foot for access to the Edge AI portal integration services, including, data storage, automated data delivery and data management with the 3rd party and electronic customer delivery services.

(Note: Edge AI is currently portal integrated with Sewer AI's Pioneer Platform).

Disclaimer:

Edge AI Solutions, Inc. does not manage payments, QA/QC, or service calls, customer support, production or delivery on products and services provided by the external PACP Vendor. The Customer must directly and actively manage all aspects of its relationship with external PACP Vendor.

Edge shall provide Customer with the following System during the Term:

- 2 Pipe Dream sewer inspection robots
- 1 E-Reel
- 1 PipeTrax™ Tether of selected length and 2 plastic front camera lens covers (collectively, the “Consumables”)

All reasonable and necessary System maintenance during the Term. Such maintenance shall only apply to the Software and Pipe Dream robot and exclude the controller and Consumables. Consumables are expected to fail over time with normal usage and the cost of replacement is to be borne by the Customer.

Payment will be due immediately upon the Effective Date.

IV. Other Terms

The System is intended only for use in 6–24-inch pipelines for gravity, storm, and dewatered and depressurized force mains (“**Field of Use**”).

At the conclusion of the Agreement, Customer agrees to return all Hardware to Edge in good repair, condition and working order, ordinary wear and tear resulting from the proper use thereof excepted, by delivering the Hardware or arranging for delivery of the Hardware at Edge’s cost and expense to the address for Edge given above or such place as Edge shall specify.

Operators of the System must have proper safety training required to access and operate the System within the Field of Use. Customer shall be solely responsible for providing the operators of the System with any, and all safety equipment and safety training. PACP 7.0 coded & uncoded footage, as limited by Customer’s Inspection Units, will be delivered and may be used for the purposes of maintenance planning, remaining useful life analysis, rehabilitation planning, cross-bore discovery, and compliance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the day, month and year first written above.

For Edge AI Solutions Inc.:

For City of Warrentville:

Signature:

Signature:

Name: Brandon Ingram

Name: Cristina White

Title: CEO

Title: City Administrator

Date:

Date:

EXHIBIT A - TERMS AND CONDITIONS

1. **License Grant.** For the Fees set forth above, Edge grants to Customer a nonexclusive, nontransferable, time-limited license to use Software in the form of executable Object Code, together with relevant Documentation, for use with the Hardware for the duration of the Term. Nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the System, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the System are and will remain with Edge.
2. **Credit Card Authorization.** Customer authorizes Edge to charge the credit card on file in the Software, if any, or as otherwise provided to Edge for agreed upon Fees and Hardware replacement costs and understands that its information will be saved to the Software and/or Edge's systems for transactions on Customer's account.
3. **Support.** Edge will, during the Term, perform all reasonable and necessary maintenance to the System to maintain functionality.
4. **Restrictions.** As a condition to the foregoing license grant, Customer (including, without limitation, its employees, agents and contractors) shall not: (i) copy, modify or create any derivative work from the System, (ii) reverse engineer or otherwise attempt to derive Source Code (of the underlying ideas, algorithms, structure or organization) from Software (except as and only to the extent any foregoing restrictions are prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of open-sourced components included with the Software), (iii) use the System other than for its internal business purposes; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Software, Hardware, or Documentation to any other person or entity; (v) bypass or breach any security device or protection; (vi) input, upload, transmit or otherwise provide to or through the System, any information or materials that are unlawful or injurious, or contain, transmit or activate any Harmful Code; or (vii) access or use the System or Documentation in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other rights of any third party, or that violates any applicable Law. To the extent that Customer elects to install the Software on computers which are not supplied by Edge, Edge makes no warranty of performance or compatibility with other operating software or operating systems.
5. **Hardware.** Edge will provide the Hardware to Customer. All Hardware is provided on a temporary basis without charge. All Hardware must be returned to Edge at the completion of the Term. For any time during the Term (or thereafter prior to return of all Hardware) during which the Hardware is in the possession or control of Customer, Edge will own the Hardware. The Hardware will be held by Customer on a bailment basis. Customer will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of the Hardware. Customer will make a best effort to ensure the Hardware is returnable in good repair, condition and working order and to prevent its loss, destruction or theft. Violation of the foregoing by Customer shall be a material breach of this Agreement.
6. **Known Risks**

The following risks are inherent risks known and accepted by Customer: There is risk that the robot might get stuck within the pipeline during normal operations and the subsequent mechanical failure of the tether during standard emergency retrieval. When this happens, the robot is stuck within the pipeline and serves as a significant obstruction to the normal flow of water within the pipeline. Edge is not responsible for any costs related to the extraction of the robot from the pipeline. Edge is not responsible for backups into private homes or business that result of blockage either directly or indirectly caused by a stranded robot.

7. DISCLAIMER

EDGE MAKES AND CUSTOMER RECEIVES NO WARRANTIES IN CONNECTION WITH THE SYSTEM, OR MODIFICATIONS OR IMPROVEMENTS THERETO, DELIVERED HEREUNDER, EXPRESS, IMPLIED, STATUTORY OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR COMMUNICATION BETWEEN EDGE AND CUSTOMER. EDGE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (A) THE USE OF THE SYSTEM MAY NOT BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (B) THE SYSTEM OR THE QUALITY OF THE DATA OBTAINED BY CUSTOMER THROUGH THE SYSTEM MAY NOT MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; AND (C) THE SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET.

8. Intellectual Property Rights.

1. **Customer Data.** As between Edge, on the one hand, and Customer, on the other hand, Customer retains sole and exclusive ownership of all right, title and interest in and to any data entered into or created by the System during the operation of the System by Customer (the "**Customer Data**"). Customer hereby irrevocably grants

all such rights and permissions in or relating to Customer Data to Edge as necessary or useful to complete the purpose of the Agreement.

2. **Improvements.** In the event that Customer provides Edge with any feedback, improvements, suggestions or designs relating to the System or its operation, Customer hereby assigns to Edge all right, title and interest in and to any such feedback or improvements created by Customer related to the Agreement, including all Intellectual Property Rights thereto. Customer agrees to execute, at Edge's request and expense, all documents and other instruments necessary or desirable to confirm such assignment.
 3. **Confidentiality.** In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to the limitations of this Section, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party specifically identifies as confidential or proprietary, including information consisting of or relating to the Disclosing Party's customer information or data, technology, trade secrets, know-how, business operations, plans, strategies, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case. Without limiting the foregoing: all Edge Software and Documentation, as well as identified information relating to the Hardware are Confidential Information of Edge are the Confidential Information of Edge and Customer., and financial information and location and condition of utility infrastructure are Confidential Information of Customer.
 4. **Limitations on Use.** As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall: not access, use or disclose Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement and its obligations to comply with the law or valid court order.
9. **Representations and Warranties.**
1. **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that:
 - A. it has the full right, power and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, this Agreement;
 - B. the execution of this Agreement by its representative whose signature is set forth has been duly authorized by all necessary corporate or organizational action of such Party; and
 - C. when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
 2. **Additional Edge Representations and Warranties.** Edge further represents, warrants and covenants to Customer that:
 - A. it is the legal and beneficial owner or licensee of the entire right, title and interest in and to the System, including all Intellectual Property Rights relating thereto;
 - B. it has the right, power and authority to grant and perform the license hereunder;
 - C. when used by Customer in accordance with this Agreement, no Software, Hardware, or Documentation as delivered by Edge does or will: infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party; or contain any Harmful Code.
10. **Indemnification.**
1. **Infringement Indemnity.** Except to the extent that Customer is obligated to indemnify Edge under this Section, Edge shall indemnify and hold harmless Customer, its officers, directors, employees, shareholders, legal representatives, agents, successors and assigns, from and against any damages, liabilities, costs and expenses (including reasonable attorneys' and professionals' fees and court costs) arising out of any third party claims arising from a claim that the Software (or other deliverables, if any) infringe any U.S. patent, copyright, trade secret or trademark of a third party; provided however, that (i) Customer shall have promptly provided Edge with written notice thereof and reasonable cooperation, and assistance in connection therewith; and (ii) Edge shall have sole control and authority with respect to the defense, settlement, or compromise thereof, so long as the Edge does not admit fault on the part of Customer without the Customer's prior written approval. If any materials provided by Edge become, or in Edge's opinion are likely to become, the subject of a claimed intellectual property infringement or other claim, Edge may, at its option: (i) procure for Customer the right to continue using the materials; or (ii) replace or modify the materials to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is reasonably available, Customer shall return all copies of the materials upon notice from Edge, and Edge shall provide Customer with a pro-rata refund of the unearned fees paid by Customer to Edge in connection with any such returned materials.

2. Limitations of Infringement Indemnity. In no event will Edge have any obligations under this Agreement or any liability for any claim or action to the extent the claim or action is caused by, or results from: (i) the combination or use of the System or any other deliverables with non-Edge software, services, or data, if such claim or action would have been avoided by the non-combined or exclusive use of the System or other deliverables, (ii) modification of the System or any other deliverables by anyone other than Edge if such claim or action would have been avoided by use of the unmodified System, (iii) the continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement, (iv) Customer's use of the System or any other deliverables in a manner not materially in accordance with this Agreement or related documentation, (v) any modification of the System or Hardware other than in compliance with Edge's specifications, or (vi) use of the Software or Hardware in an application or environment for which they were not designed or contemplated and/or outside the Field of Use.
3. Right to Defend. As a condition to each Party's indemnity obligations under this Agreement, the Party claiming indemnification will provide the indemnifying Party with prompt written notice of the claim, permit the indemnifying Party to control the defense or settlement of the claim, so long as the indemnifying Party does not admit fault on the part of the indemnified Party without the indemnified Party's prior written approval, and provide the indemnifying Party with reasonable assistance in connection with such defense or settlement. The indemnified Party may employ counsel at its own expense to assist it with respect to any such claim.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OF REVENUE, SAVINGS OR PROFITS) OR EXEMPLARY DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT FOR THE AVOIDANCE OF DOUBT, DAMAGES ARISING IN CONNECTION WITH OBLIGATIONS OF INDEMNIFICATION OR CONFIDENTIALITY HEREUNDER SHALL BE DEEMED TO BE DIRECT DAMAGES FOR WHICH RECOVERY SHALL NOT BE BARRED BY THIS PARAGRAPH. NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF EDGE UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO THREE TIMES THE FEES RECEIVED BY EDGE DURING THE TERM.

11. **Termination.**

1. Termination for Cause. Customer's nonpayment shall constitute a material breach of this Agreement if full payment is not received when due and, in addition to any other rights, shall empower Edge to disable the System. Either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings; (ii) breaches its obligations related to the other Party's confidential information; or (iii) commits a material breach of this Agreement that remains uncured for 30 days following delivery of written notice of such breach (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default and the action required to cure the breach or default). Neither party shall be responsible to the other for any costs or damages resulting from the early termination of the Agreement under this Section. Any terms of this Agreement that by their nature extend beyond termination of this Agreement remain in effect until fulfilled and apply to both Parties respective successors and assignees.
2. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement: all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate; Edge shall immediately cease all use of any Customer Data or Customer's Confidential Information and (i) return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Customer Data or Customer's Confidential Information; and (ii) permanently erase all Customer Data and Customer's Confidential Information from all systems Edge directly controls. Customer shall immediately cease all use of the System and (i) return to Edge, or at Edge's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on any Edge Confidential Information; (ii) permanently erase all Edge Confidential Information from all systems Customer directly controls and (iii) return all Hardware.

12. **Independent Parties.** This Agreement shall not render either party an employee, partner, agent of, or joint venturer with the other Party for any purpose. Each Party is and will remain an independent contractor in its relationship to

the other Party. Neither Party shall be responsible for taxes owed by the other Party. Neither Party's employees and/or agents shall have any claim against the other Party for any purpose.

13.No Solicitation. Both Parties agree not to directly or actively recruit, divert or solicit the employment of either Party's employees or contractors during the Term and for a period of one (1) year thereafter.

14.Subcontracting. Neither Party may subcontract its obligations or duties under this Agreement.

15.Legal. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, if any, successors, and assigns. This Agreement is governed by the laws of the State of Illinois without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction. Each Party irrevocably agrees that the 18th Judicial Circuit Court in DuPage County, Illinois shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, with the exclusive location of DuPage County, Illinois. All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Other than as part of a sale of substantially all of its assets, neither Party may assign any of its rights under this Agreement without the prior written consent of the other Party. Any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void. No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the Parties hereto. This Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior communications and understandings between the Parties, including without limitation any confidentiality agreements. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Either Party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such Party; provided that, in order to be excused from delay or failure to perform, such Party must act diligently to remedy the cause of such delay or failure.

16.Counterparts; Electronic Signature. This Agreement may be executed separately by the Parties on counterpart copies, which shall have the same force and effect as if executed in a single document. Furthermore, each Party may execute the document utilizing electronic signatures and/or other electronic or facsimile documentation.

CERTAIN DEFINITIONS

"Documentation" means all printed or electronic materials published or otherwise that are provided to Customer and which describe or relate to the functional, operational or performance capabilities of the Software and/or Hardware.

"Harmful Code" means any: (a) virus, trojan horse, worm, backdoor or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time, or under the positive control of any person or entity, or otherwise deprive Customer of its lawful right to use such software, but excluding Edge's right to disable the System for nonpayment,.

"Intellectual Property Rights" means all trade secrets, copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any country.

"Object Code" means the binary, machine-readable version of the Software.

"Source Code" means human-readable computer programming code, associated procedural code and related documentation.

RESOLUTION NO. R2025-__

A RESOLUTION WAIVING BIDDING AND APPROVING A CONTRACT WITH FRANK MARSHALL ELECTRIC MIDWEST, LLC FOR FOX HOLLOW LIFT STATION GENERATOR REPLACEMENT

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

WHEREAS, the City has identified a need to procure services related to the design and installation of a replacement generator for the Fox Hollow Lift Station ("**New Generator**"); and

WHEREAS, Frank Marshall Electric Midwest, LLC ("**Frank Marshall**") has submitted a proposal to provide the New Generator in the not-to-exceed amount of \$61,387.00; and

WHEREAS, the City desires to enter into a contract with Frank Marshall for the New Generator at the price proposed ("**Contract**"); and

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

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

SECTION 3: Approval of the Contract. The Contract with Frank Marshall for the New Generator in the not-to-exceed amount of \$61,387.00 is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the City Administrator.

SECTION 4: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the Contract upon receipt of an executed copy of the Contract from Frank Marshall.

SECTION 5: Change Orders. The City Administrator, or her designee, is authorized to execute one or more Change Orders to the Contract for additional Services for unforeseen items of work related to, or arising from other work contemplated by, the provision of the New Generator in an amount not to exceed \$15,000.00 of the original Contract price.

SECTION 6: Effective Date. This Resolution shall be in full force and effect following its passage and approval by a 2/3 majority of the City Council in the manner provided by law.

[Signatures and Voting Record on Following Page]

PASSED THIS _____ day of _____, 2025.

APPROVED THIS _____ day of _____, 2025.

VOTES: AYES _____ NAYS _____ ABSENT _____ ABSTAIN _____

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
CONTRACT

CITY OF WARRENVILLE

CONTRACT TO REPLACE FOX HOLLOW LIFT STATION GENERATOR

Full Name of Contractor Frank Marshall Electric Midwest, LLC ("Contractor")

Principal Office Address 1043 Oliver Avenue Aurora, Illinois 60506

Contact Person Adam Marshall Telephone Number 630-892-2942

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

Attention: Zach Jardine

Contractor warrants and represents that Contractor has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in Contract, including Attachment A, which is securely stapled to the end of this Contract.

1. **Work**

A. **Work.** Contractor proposes, and agrees, that Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, all of the following, all of which is herein referred to as the "Work":

1. **Labor, Equipment, Materials and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the design and installation of one new 100kw 240-volt 3 phase Kohler generator to replace the current generator located at Fox Hollow Lift Station, (collectively, the "Work Site");
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. **Taxes.** Pay all applicable federal, state, and local taxes;
5. **Miscellaneous.** Do all other things required of Contractor by this Contract; and

6. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. **Performance Standards.** Contractor agrees, that all Work shall be fully provided, performed, and completed in accordance with the proposal attached hereto and, by this reference, made a part of this Contract as ***Attachment A*** ("Proposal"). No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Contractor from those set forth in this Contract.

C. **Responsibility for Damage or Loss.** Contractor shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, any damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

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

E. **Change Orders.**

1. Change Orders Generally. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Work provided, however, that any Change Order in an amount exceeding \$15,000 of the original Contract price must be approved by the City Council. The Change Order will be generally in the form attached to and by this reference incorporated into this Contract as Attachment B. The Consultant may request a Change Order based on a material change to the Services required as part of the Services. A Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Work.
2. Revision Notices. Within 10 business days after the date of a Change Order, and in any event before the Consultant begins work on any changed Work, the Consultant must notify the City in writing if the Consultant desires a revision to the Change Order. The Revision Notice must clearly state the Consultant's requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Change Order and the Change Order will be final.
3. No Change in Absence of Change Order. No claim for an adjustment in Compensation or project schedule will be made or allowed unless it is embodied in a Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or project schedule terms that has not been included, or fully included, in a Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Change Order including the desired adjustment. The Consultant's request must be submitted before the Consultant proceeds with any Work for which an adjustment is desired. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Work under this Contract as determined by the City without interruption.

Contractor shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the total Contract Price of:

TOTAL CONTRACT PRICE (in writing): Sixty-one thousand three hundred and eighty-seven dollars and zero cents.

TOTAL CONTRACT PRICE (in figures):
\$61,387.00

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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

C. TIME OF PAYMENT

2. Contract Price

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

A lump sum payment of \$61,387.00 will be paid upon the completion, to the City's satisfaction, of all Work.

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

3. Contract Time

Contractor shall commence the Work immediately upon receipt of written notice from the City that this Contract has been fully executed by the Parties provided Contractor shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract (the "Commencement Date"). If this Contractor shall perform the Work diligently and continuously and shall complete the Work not later than December 30, 2025.

4. Financial Assurance

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

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$1,000,000	each
accident-injury	
\$1,000,000	each
employee-disease	
\$1,000,000	disease-
policy	

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

C. Indemnification. Contractor shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 5 of this Contract.

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

5. Contractor's Representations and Warranties

In order to induce Owner to accept this Contract, Contractor hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Contractor, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within two months after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of two months from the date of such repair or replacement. The time period established in this Section 5A relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

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

affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). The prevailing rate of wages, in effect as of the date of this Contract, is ascertained by the Illinois Department of Labor and posted on their website. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Contractor and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including, but not limited to, all wage, notice, and recordkeeping duties and certified payrolls.

D. Not Barred. Contractor is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

E. Patriot Act Compliance. The Contractor represents and warrants to the Owner that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Owner that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Owner, its corporate authorities, and all Owner elected and appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

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

6. **Acknowledgements**

In submitting this Contract, Contractor acknowledges and agrees that:

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

B. **Binding Effect.** Contractor shall be bound by each and every term, condition, or provision contained in this Contract.

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

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

E. **No Waiver.** No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

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

G. **Amendments.** No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until it is reduced to writing and

executed and delivered by Owner and Contractor, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

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

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

DATED this _____ day of _____, 20__.
CITY OF WARRENVILLE

By: _____
City Administrator

FRANK MARSHALL ELECTRIC MIDWEST, LLC

By: _____

Its: _____

ATTEST/WITNESS

By: _____

Its: _____

ATTACHMENT A
PROPOSAL

FRANK MARSHALL ELECTRIC

QUOTE # CATERPIAR 80KW

WARRENVILLE ALTORFER CATERPIAR

Qty	Description	Unit Price	Extended Price	Line total
	Fox Hollow			
1	New 100 ⁸⁰ kw 240 volt 3 phase generator with a 6.2L natural gas engine. 1 year, 2 limited warranty. Please see attached submittal for all specs on unit. NO SPECS PROVIDED	38,036		ALTORFER
1	New natural gas regulator and piping	3990.00		ARTUP
1	Crane service to remove and place new generator unit	1300.00		SCHROEDER
1	(LOAD BANK AND STARTUP) 240v, 3 phase 260 amp Transfer switch	4365		ALTORFER
1	COPPER XALW 3/0 Installation, 200' of cable, removal and installation of transfer switch, startup with 2-hour load bank test and onsite training with customer.	1693.00		MATCH EXISTING
***	Any freight will be prepaid by ?	DNA	INCLUDED	
	RIBBING UNIT	450.00		REED MACHINERY
	INSTALL & DEMO OF GEN SETS FINE	11553.00		
		61387.00	Subtotal	
			Sales Tax	N/A
			Total	61,387.00

CONCRETE PAD EXTENSION FBO.

Gene C. Anderson
 BRUCE ANDERSON
 FRANK MARSHALL ELECTRIC

FRANK MARSHALL ELECTRIC

QUOTE # REALKO (KOHLER) 80KW

WARRENVILLE BUCKEYE POWER SALES

Qty	Description	Unit Price	Extended Price	Line total
	Fox Hollow			
1	New 400 ⁸⁰ kw 240 volt 3 phase generator with a 6.2L natural gas engine. 1 year, 2 limited warranty. Please see attached submittal for all specs on unit. NO SPECS PROVIDED	27290. ⁰⁰		KOHLER
1	New natural gas regulator and piping	3990.00		ARTUP
1	Crane service to remove and place new generator unit	1300.00		SCHROEDER
1	240v, 3 phase 260 amp Transfer switch	2615.00		KOHLER
1	COPPER XHHW 3/0 Installation, 200' of cable, removal and installation of transfer switch, startup with 2-hour load bank test and onsite training with customer.	1693.00		MATCH EXISTING
***	Any freight will be prepaid by? F.M.E.	3000.00		
	RIBBING UNIT	450.00		REBA MACHINERY
	Estimate is valid for 30 days LOAD BANK & START-UP	3145.00		KOHLER
	INSTALL & DEMO OF GEN SETS FINE	11533.00		
		54986.00	Subtotal	
			Sales Tax	N/A
			Total	54,986. ⁰⁰

CONCRETE PAD EXTENSION F.B.O.


 BRUCE ANDERSON
 FRANK MARSHALL ELECTRIC

EXHIBIT B

CHANGE ORDER NO. _____

In accordance with Section 1.E of the Agreement dated _____, 20____ between the City of Warrenville (the "City") and Midwest Power Industry, INC. (the "Consultant"), the Parties agree to the following Change Order No. ____:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

**ALL OTHER TERMS AND CONDITIONS
OF THE AGREEMENT REMAIN UNCHANGED**

CITY OF WARRENVILLE

REPLACE FOX HOLLOW LIFT STATION GENERATOR

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that **Frank Marshall Electric Midwest, LLC** ("Contractor") as Principal, hereinafter called Contractor, and **Frank Marshall Electric Midwest, LLC** ("**Contractor**"), as Surety, a corporation organized and existing under the laws of the State of **[INSERT STATE]**, hereinafter called Surety, are held and firmly bound unto City of Warrenville, 28W701 Stafford Place, Warrenville, Illinois 60555, as Obligee, hereinafter called Owner, in the full and just sum of Sixty-one thousand three hundred eighty-seven dollars and zero cents (\$61,387.00), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated as of the 16th day of June 2025 with Owner entitled "Contract to Replace Fox Hollow Lift Station Generator" Between City of Warrenville and Frank Marshall Electric Midwest, LLC ("Contractor") the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

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

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

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of

Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner.

Signed and sealed this _____ day of _____, 20__.

Attest/Witness:
By: _____

Title: _____

Attest/Witness:

By: _____

Title: _____

PRINCIPAL: _____
By: _____
[INSERT NAME]

Title: President

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

By: _____

Title: _____

Telephone: _____

CITY OF WARRENVILLE

REPLACE FOX HOLLOW LIFT STATION GENERATOR

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that **Frank Marshall Electric Midwest, LLC (“Contractor”)** as Principal, hereinafter called Contractor, and **Frank Marshall Electric Midwest, LLC (“Contractor”)** as Surety, a corporation organized and existing under the laws of the State of **[ILLINOIS]**, hereinafter called Surety, are held and firmly bound unto City of Warrenville, 28W701 Stafford Place, Warrenville, Illinois 60555, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of Sixty-one thousand three hundred eighty-seven dollars and zero cents (\$61,387.00), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney’s fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated as of the 16th day of June, 2025, with Owner entitled “Contract to Replace Fox Hollow Lift Station Generator” Between City of Warrenville and **Frank Marshall Electric Midwest, LLC (“Contractor”)**, the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

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

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

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

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

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or to the mode or manner of

LABOR AND MATERIAL PAYMENT BOND

payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this _____ day of _____, 20__.

Attest/Witness:

By: _____

Title: _____

Attest/Witness:

By: _____

Title: _____

PRINCIPAL:

By: _____
[INSERT NAME]

Title: President

SURETY: **[INSERT COMPANY NAME]**

By: _____

Title: _____

Telephone: _____

FY 2026 Public Works Department Work Plan

(last revised by PK on 5/29/2025)

F-11

INTRODUCTION

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

TIER ONE (HIGHEST PRIORITY) INITIATIVES				
Item	Project / Program / Activity	Expected Completion Date	Status	City Plans
Annual Road Program				
T1-1	2025 Road Program Construction (JC)	10/31/2025	Awarded contract 5/5/25	Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T1-2	2026 Road Program Bid Documents (JC/KH/DR)	2/28/2026		
T1-3	Construction of curb and gutter on west side of River Road. (JC)	10/31/2025	Awarded contract 6/2/25	Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
Proposed Well No. 13, Water Tower, and Iron Filtration (Southwest District)				
T1-4	Construction of Water Tower at Thorntons site (ZJ/PK)	8/31/2025	Painting is next task	Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T1-5	Construction of Well No. 13 Water Treatment Building (including solar panels) (ZJ/PK)	1/31/2026	Approved contract 5/19/25	
Mack Road Bridge Replacement and Trail Improvement Project (KH/PK)				
T1-6	Complete Property/Easement Acquisition (CD 22.04)	8/31/2025		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T1-7	Coordinate Construction (CD 24.01)	11/30/2026		
Implementation of New Software Solutions				
T1-8	BS&A ERP Software Implementation	7/15/2025	Software is live	Strategic Plan Goal #3 Quality City Services – Financial Policies
T1-9	Citizen Engagement Implementation	10/31/2025	Integrations in progress	
Cerny Park (PK/JC/DE)				
T1-10	Construction of Cerny Park Improvements Project - Phase 1	10/31/2025	Under construction	Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T1-11	Develop Bid Documents for Cerny Park Improvements Project - Phase 2	1/31/2026		
Sanitary Sewer Maintenance Program (ZJ/PK)				
T1-12	Central 2 Basin, Phase 3 - Construction Contract and City Staff repairs (ZJ/PK)	4/30/2026		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T1-13	East 1 & West 4 Basins, Phase 1 (ZJ/PK)	4/30/2026		
T1-14	Participate in Citywide facilities study including building security needs	4/30/2026	Developing RFP	Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T1-15	Traffic study to evaluate and standardize speed limits on City streets. (PK/JC/Police)	4/30/2026	Developing Contract Scope	Strategic Plan Goal: #5 Safe and Healthy Neighborhoods – Speed Limits
T1-16	Waste Franchise Agreement Renewal or RFP (Groot contract expires 4/30/26) (KHG/AM)	4/30/2026		Strategic Plan Goal: #3 Quality City Services - Building and Life Safety Codes

TIER TWO (IMPORTANT) INITIATIVES

Item	Project Description	Expected Completion Date	Status	City Plans
T2-1	Evaluate the Enterprise Fleet contract and report on cost savings or performance of the program (JC/KHG/PK)	4/30/2026		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T2-2	Multi-Year Water System Valve Assessment Program (ZJ) (PUB 25.03)	4/30/2026		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
Route 59 Sidewalk/Path Improvement Project (KH/PK)				
T2-3	Final Engineering Design (CD 23.03)	12/1/2026		Strategic Plan Goal: #2 Engaged and Connected Community – Spaces for Community Engagement
T2-4	Complete Property/Easement Acquisition (CD 24.06)	12/1/2026		Bikeway Implementation Plan
T2-5	Administration of Private Property Drainage Assistance Program (KHG/JC/KH/DR)	4/30/2026		Strategic Plan Goal: #5 Safe and Healthy Neighborhoods – Legacy Private Infrastructure
T2-6	Conduct a water and sewer rate study (Finance/PK/ZJ) (PUB 26.05)	4/30/2026		Strategic Plan Goal #3 Quality City Services – Financial Policies
T2-7	Additional water system modeling to evaluate pressure zones. (ZJ/PK) (PUB 26.04)	4/30/2026		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T2-8	Water System Emergency Interconnect Engineering (ZJ/PK) (PUB 26.07)	4/30/2026		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T2-9	SCADA System Upgrades (ZJ) (PUB 26.01)	4/30/2026	Present Contract 6/9/25	Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T2-10	Development of ADA Transition Plan (KHG/DR)	4/30/2026	Working with CMAP and consultant	Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T2-11	Install Snow Melt System for Manning Avenue Entrance to City Hall (JC/DE) (PUB 26.06)	4/30/2026	Evaluating Electrical Capacity	Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
Shaw Drive Area Street Rehabilitation Project (JC/PK)				
T2-12	Develop Bid Documents (JC/PK)	12/31/2025		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T2-13	Construction (JC/PK)	4/30/2026		

TIER THREE (DESIRABLE) INITIATIVES

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

LEGEND FOR STAFF RANKING/PRIORITIZATION OF WORK PLAN ELEMENTS

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

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

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

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

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

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

PROJECTS NOT INCLUDED IN FY 2026 WORK PLAN

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

OTHER FACTORS TO CONSIDER WHEN EVALUATING FY 2026 WORK PLAN

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