

**CITY OF WARRENVILLE  
PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE OF THE WHOLE  
REGULAR MEETING**

**Monday, August 11, 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 License Agreement with Warrenville Grove Animal Hospital (K. Hocking)
2. Consideration of updates to City Code 1-8-4 – Purchasing Procedures (K. Dahlstrand)
3. Consideration of Parking Evaluation on East Side Streets (P. Kuchler)
4. Consideration of Citywide Traffic Study Contract (P. Kuchler)
5. Consideration of Hitchcock Design Group Contract for Veterans Memorial (P. Kuchler)
6. Consideration of Hitchcock Design Group Contract Amendment for Cerny Park Construction Services (P. Kuchler)
7. 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**  
**K. Dahlstrand** = Finance Director **Kevin Dahlstrand**  
**P. Kuchler** = Public Works Director **Phil Kuchler**

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**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>)*

**Aug**

- |    |           |   |
|----|-----------|---|
| 07 | 7:00 p.m. | Plan Commission / Zoning Board of Appeals             |
| 11 | 7:00 p.m. | Public Works and Infrastructure Committee             |
| 12 | 6:30 p.m. | Bicyclist and Pedestrian Advisory Commission          |
| 14 | 7:00 p.m. | Tourism and Arts Commission                           |
| 18 | 7:00 p.m. | City Council  |
| 19 | 7:00 p.m. | Environmental Advisory Commission                     |
| 19 | 7:00 p.m. | Inclusion, Diversity, Equity and Awareness Commission |
| 21 | 7:00 p.m. | Plan Commission / Zoning Board of Appeals             |
| 26 | 7:00 p.m. | Board of Fire and Police Commissioners                |

**ADA ACCOMMODATION NOTICE:** Requests for accommodations should be submitted to the Assistant City Administrator at (630) 836-3050 or [amorgan@warrenville.il.us](mailto: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 AUGUST 11, 2025, PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE OF THE WHOLE MEETING  
Date: AUGUST 6, 2025

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

### F. BUSINESS OF MEETING

1. Warrenville Grove Animal Hospital Temporary License Agreement (Attachment)

Construction of Warrenville Grove Animal Hospital's new addition will begin in mid-August. Due to property constraints, the owner has asked if the contractor can gain access to the property using the City owned OTRS #2 property to the south. The access will also include temporary storage of construction materials. The agreement is for six months and includes requirements to restore the property to its existing condition. Assistant Community Development Director Hocking will present this item and answer questions at the meeting.

**Committee Action Requested:** Recommend the City Council pass a resolution approving the Temporary License Agreement for construction access and storage on the City property at 3S511 Batavia Road.

**Staff Recommendation:** Assistant Community Development Director Hocking recommends this action.

**Other Resources Required:** Staff time to coordinate with Warrenville Grove Animal Hospital and its contractors.

**Strategic Plan Goal:** None.

2. Updates to City Code 1-8-4 – Purchasing (Attachment)

In connection with the recent implementation of the new Enterprise Resource Planning (ERP) software, it is necessary to update City Code Title 1, Chapter 8, Section 4, Purchasing Procedures.

The proposed changes to the City Code, re-establish and clarify the purchasing approval levels, by position, as established within the BS&A ERP software during implementation, needed to effectively utilize a purchase orders system.

Additionally, as a housekeeping matter, the proposed ordinance also updates the various position titles within this section of the code, to bring them in line with the position titles approved in the FY 2026 Authorized Strength Ordinance.

Included with the agenda backup materials is a copy of a proposed ordinance to revise City Code Title 1, Chapter 8, Section 4, Purchasing Procedures, as prepared by City Attorney Lenneman. Finance Director Dahlstrand will present this item and answer questions at the meeting.

**Committee Action Requested:** Accept staff recommendation and recommend the City Council approve an ordinance amending City Code Title 1, Chapter 8, Section 4, Purchasing Procedures.

**Staff Recommendation** Finance Director Dahlstrand recommends this action.

**Budgetary Impact:** Not applicable.

**Other Resources Required:** Not applicable.

**Strategic Plan Goal:** #3 Quality City Services – Effectiveness of Financial Policies

3. Parking Evaluation on East Side Streets (Attachment)

Community Development staff received a petition from residents of Tinker Avenue requesting changes to parking restrictions on Tinker. In response, staff conducted a comprehensive review of existing parking restrictions, mailbox locations, and fire hydrant locations on the various East Side streets. Staff has been gathering feedback from residents, the Police Department, the Fire District, and the United States Postal Service (USPS). Capital Maintenance Superintendent Clark's August 6, 2025, memo provides additional detail and is included with the agenda backup materials. Public Works Director Kuchler will present this item and answer questions at the meeting.

**Committee Action Requested:** Direct staff to pursue the course of action detailed in Capital Maintenance Superintendent Clark's memo included with the agenda backup materials and dated August 6, 2025.

**Staff Recommendation:** Capital Maintenance Superintendent Clark recommends this action.

**Budgetary Impact:** Sufficient funds will be included in the FY 2027 Budget to pay for any costs associated with the implementation of the solution.

**Other Resources Required:** Staff time to coordinate with the USPS and residents.

**Strategic Plan Goal:** Not applicable.

4. Citywide Traffic Study Agreement (Attachment)

The FY 2026 Budget, Strategic Plan Action Items, and Public Works Department Work Plan include a Citywide traffic study to evaluate speed limits and standardize speed limits on City streets for \$65,000. Staff expanded the scope of the study by \$15,000 to include an incomplete FY 2025 Strategic Plan Action Item to establish a policy document that addresses how the City will evaluate complaints of speeding, traffic issues, requests for changes to speed limit, or requests to add signs on City roads, including the use of tools like speed sensors, trailers, etc. Staff negotiated an agreement with Kimley-Horn and Associates for these services. Public Works Director Kuchler's memo and the proposed agreement are included with the agenda backup materials. Director Kuchler will present this item and answer questions at the meeting.

**Committee Action Requested:** Recommend the City Council pass a resolution approving a professional services agreement with Kimley-Horn and Associates, Inc. for the provision of professional traffic engineering services in the amount of \$80,000.

**Staff Recommendation:** Public Works Director Kuchler recommends this action.

**Budgetary Impact:** The FY 2026 budget includes \$65,000 in the General Fund for the speed limit evaluation. The FY 2026 budget does not include the \$15,000 for the development of a traffic calming toolkit. Staff does not anticipate a budget amendment, but should one be necessary, staff will work with the Finance Director to prepare one.

**Other Resources Required:** Staff time to coordinate with Kimley-Horn and Associates, Inc. on the study and presentation of recommendations at a future City Council meeting.

**Strategic Plan Goal:** #5 Safe and Healthy Neighborhoods – Evaluate Speed Limits

5. Hitchcock Design Group Contract for Veterans Memorial (Attachment)

The Veterans Memorial Workgroup consists of Aldermen Lockett and Augustynowicz, City staff, and representatives of the VFW / American Legion and Warrenville in Bloom. The group met four times between fall of 2024 and spring of 2025. City Council accepted the Workgroup's recommendations at its May 19, 2025, meeting. As part of that action, City Council directed staff to negotiate a contract with Hitchcock Design Group (HDG) to develop design and construction documents to support volunteer solicitation of donations. HDG's proposed contract is included with the agenda backup materials. Director Kuchler will present this item and answer questions at the meeting.

**Committee Action Requested:** Recommend the City Council pass a resolution approving a professional services agreement with Hitchcock Design Group for Veterans Memorial Final Design in the amount of \$33,000.

**Staff Recommendation:** Public Works Director Kuchler recommends this action.

**Budgetary Impact:** This expense was not included in the FY 2026 budget. City Council directed staff to use Special Projects funds in the General Fund to pay for this \$33,000 expense.

**Other Resources Required:** Staff time to coordinate with HDG and the Veterans Memorial Workgroup.

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

6. Hitchcock Design Group Contract Amendment for Cerny Park Construction (Attachment)

Construction of the Cerny Park improvements has extended beyond the initial time frame contemplated in Hitchcock Design Group's (HDG) contract. Proposed contract amendment #2 is included with the agenda backup materials for \$5,850 for HDG's services on the remainder of construction. The cost was calculated based on the limited amount of construction work remaining on the project. 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 a second amendment to the professional services agreement with Hitchcock Design Group for Cerny Park Improvements Final Design.

**Staff Recommendation:** Public Works Director Kuchler recommends this action.

**Budgetary Impact:** There is sufficient funding in the FY 2026 Budget to cover this cost, due to some cost savings in the contractor's construction contract. This project is being funded by a combination of an Open Space Land Acquisition and Development (OSLAD) grant from the State of Illinois and City Developer Park Donations.

**Other Resources Required:** Staff time to continue coordinating completion of construction project with the contractor, HDG, and the Warrenville Park District.

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

7. 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

RESOLUTION NO. R2025-\_\_

**A RESOLUTION APPROVING A TEMPORARY LICENSE AGREEMENT WITH WARRENVILLE GROVE ANIMAL HOSPITAL, LLC AND WARRENVILLE GROVE LAND HOLDINGS, LLC FOR TEMPORARY CONSTRUCTION STORAGE AND ACCESS ON 3S551 BATAVIA ROAD AND ADJACENT RIGHT-OF-WAY**

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 the property commonly known as 3S551 Batavia Road and the adjacent public right-of-way commonly known as Batavia Road (collectively, the "**City Property**"); and

WHEREAS, Warrenville Grove Animal Hospital, LLC, is the lessee of, and Warrenville Grove Land Holdings, LLC is the owner of the property commonly known as 3S481 Batavia Road, Warrenville, Illinois ("**Development Property**"); and

WHEREAS, the Development Property is adjacent to the City Property; and

WHEREAS, on November 3, 2006, the City Council adopted Ordinance No. 2299 approving a special use permit for a planned unit development and a final development plan necessary to allow for the development and maintenance of the Property as an animal hospital ("**Animal Hospital**"); and

WHEREAS, on May 19, 2025, the City Council adopted Ordinance No. O2025-24, approving an amendment to the final development plan and other approvals necessary for the construction of an approximately 1,000 square foot addition to the Animal Hospital ("**Development**"); and

WHEREAS, in order to construct the Development on the Development Property, Warrenville Grove Animal Hospital, LLC and Warrenville Grove Land Holdings, LLC (collectively, the "**Licensee**") desire to temporarily use a portion of the City Property ("**Licensed Premises**") to store a dumpster and store construction materials (collectively, the "**Materials**") and for construction access (collectively, the "**Activities**"); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to enter into a temporary license agreement ("**License Agreement**") with Licensee to the Activities on the Licensed Premises, subject to certain conditions and restrictions;

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 License Agreement.** The License Agreement with Licensee is approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the Director of Community and Economic Development.

**SECTION 3: Execution.** The Director of Community and Economic Development is hereby authorized and directed to execute, on behalf of the City, the License Agreement only

after receipt by the City Clerk of at least two original copies of the License Agreement executed by Licensee.

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

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2025.

VOTES: AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**EXHIBIT A**  
**LICENSE AGREEMENT**

## TEMPORARY LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT (“*Agreement*”), dated as of \_\_\_\_\_, 2025, (“*Effective Date*”) is by and between the CITY OF WARRENVILLE, an Illinois home rule municipal corporation (“*City*”), and WARRENVILLE GROVE ANIMAL HOSPITAL, LLC and WARRENVILLE GROVE LAND HOLDINGS, LLC (collectively, the “*Licensee*”).

NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

### SECTION 1. RECITALS.

A. The City is the owner of that certain real property commonly known as 3S511 Batavia Road, Warrenville, Illinois and the public right-of-way commonly known as Batavia Road (collectively, “*City Property*”).

B. Warrenville Grove Animal Hospital, LLC, is the lessee of that certain real property commonly known as 3S481 Batavia Road, Warrenville, Illinois (“*Development Property*”), and adjacent to the City Property.

C. Warrenville Grove Land Holdings, LLC, is the owner of the Development Property.

D. On November 3, 2006, the City Council adopted Ordinance No. 2299 approving a special use permit for a planned unit development and a final development plan necessary to allow for the development and maintenance of the Property as an animal hospital (“*Animal Hospital*”).

E. On May 19, 2025, the City Council adopted Ordinance No. O2025-24, approving an amendment to the final development plan and other approvals necessary for the construction of an approximately 1,000 square foot addition to the Animal Hospital (“*Development*”).

F. In order to construct the Development on the Development Property, Licensee desires to temporarily use or allow its agents and contractors to use the portion of the City Property identified and depicted in *Exhibit A* (“*Licensed Premises*”) to store a dumpster and construction materials (“*Materials*”) and for construction access (collectively, the “*Activities*”).

G. Pursuant to its authority, including without limitation, its home rule authority, the City desires to authorize Licensee to conduct the Activities on the Licensed Premises, subject the City Code and the terms and conditions of this Agreement.

### SECTION 2. GRANT AND TERM OF TEMPORARY LICENSE.

A. **Grant of License.** Subject to the terms and conditions set forth in this Agreement, the City hereby grants to Licensee and Licensee hereby accepts, a non-exclusive, nontransferable, revocable, temporary license to use, the Licensed Premises for the Activities pursuant to and in strict accordance with the terms and provisions of this Agreement (“*License*”). Licensee

acknowledges and agrees that nothing in this Agreement shall be interpreted to provide a license to Licensee to alter the Licensed Premises in any way other than as set forth in this Agreement.

**B. Limitation of Interest.** Except for the License granted pursuant to this Agreement, Licensee shall have no legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Licensed Premises. The Licensee hereby accepts the Licensed Premises in its condition at the time of the execution of this Agreement, WHERE-IS and AS-IS, and subject to applicable requirements of law. The Licensee acknowledges and agrees that: (i) the Village has made no representation or warranty as to the suitability of the Licensed Premises for the Licensee's intended purposes; and (ii) the Village will have no responsibility to maintain the Licensed Premises in any particular condition or manner. The Licensee waives any implied warranty that the Licensed Premises is or will be suitable for the Licensee's intended purposes.

**C. Term.** This License shall be for a term no longer than six months commencing on the Effective Date of this Agreement.

**D. Extension of Term.** The Term of this Agreement may be extended upon application by Licensee and approval of the City. Any such extension must be in writing and executed by both parties.

**E. Termination of License; Restoration of Licensed Premises.**

1. Termination Event. Without prejudice to any other rights and remedies available pursuant to Section 8 of this Agreement, the License shall automatically terminate upon the occurrence of any of the following:

a. Failure to Comply. Licensee has violated any provision of this Agreement.

b. Mutual Agreement. Upon the mutual written agreement of the City and Licensee.

c. Public Construction Work. The City, a contract purchaser of or successor-in-interest to any portion of the City Property, or other public body desires to engage in any construction work on the Licensed Premises and the City elects, in its sole discretion, to terminate this Agreement and the License.

d. Dangerous Condition. The City determines, in its sole and absolute discretion, that the Activities on the Licensed Premises threatens the public health and safety, and the termination of the License is necessary to abate the dangerous condition.

2. Restoration of Licensed Premises.

a. Licensee Obligation. Upon the expiration of this Agreement or the termination of this Agreement pursuant to this Section 2.E, Licensee, at its sole cost and expense, shall restore the Licensed Premises as nearly as practicable to its condition as of the Effective Date, including, without limitation: (1) repair or replacement of the Licensed Premises, if necessary in the sole determination of the City; and (2) restoration of all City-owned property as nearly as

practicable to the condition immediately preceding the use of the Licensed Premises, if disturbed or damaged by Licensee.

b. Failure to Restore. In the event that Licensee fails or refuses to repair, replace and/or restore the Licensed Premises or any City-owned property that is disturbed, damaged, or removed by Licensee, in accordance with Section 2.E.2.a of this Agreement, the City shall have the right, but not the obligation, to perform and complete the repair, restoration, and/or replacement, and to charge Licensee for all costs and expenses, including legal and administrative costs incurred by the City, for such work. If Licensee does not fully reimburse the City for such costs, then the City shall have the right to place a lien on the Property for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 2.E.2.b shall be in addition to, and not in limitation of, any other rights and remedies otherwise available to the City.

**SECTION 3. INSTALLATION AND MAINTENANCE OF THE LICENSED PREMISES.**

Licensee shall: (i) place and maintain the Activities in a good and workmanlike manner on the Licensed Premises, all at the sole expense of Licensee and subject to inspection and approval by the City; and (ii) maintain the Activities and Licensed Premises in a clean and safe manner.

**SECTION 4. COMPLIANCE WITH LAW.**

Licensee shall strictly comply with Section 7-2-2 of the City Code, and all other applicable requirements of State and local statutes, laws, regulations, ordinances, orders, and guidelines, including, without limitation.

**SECTION 5. RESERVATION OF RIGHTS.**

The City hereby reserves the right to use the Licensed Premises in any manner that will not prevent, impede, or interfere in any way with the exercise by Licensee of the rights granted pursuant to this Agreement. The City shall have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, under or across the Licensed Premises. The City reserves its right of full and normal access to the Licensed Premises for the maintenance of any existing or future utility located thereon. The City also reserves the right to conduct ongoing maintenance of the Licensed Premises.

**SECTION 6. LIENS.**

Licensee hereby represents and warrants that it shall take all necessary action to keep all portions of the Licensed Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by Licensee or its agents on the Licensed Premises.

**SECTION 7. LIABILITY AND INDEMNITY OF CITY.**

A. City Review. Licensee acknowledges and agrees that the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's

review and approval of any plans for the Licensed Premises, or the issuance of any approvals, permits, certificates, or acceptances for the operation, use, or maintenance of the Licensed Premises, and that the City's review and approval of any such plans for use of the Licensed Premises and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure Licensee or any of its successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

**B. Indemnity.** Licensee 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: (i) the use, operation, and maintenance of the Licensed Premises and the Activities; or (ii) Licensee's performance of, or failure to perform, its obligations under this Agreement (collectively, "***Indemnified Claims***"), whether or not any such Indemnified Claim is due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of Licensee; provided, however, that this indemnity shall not apply to willful misconduct or gross negligence on the part of the City.

**C. Defense Expense.** Licensee, only as to its own acts or omissions, shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the Indemnified Claims.

**D. Waiver of Liability.** The Licensee will, and does hereby, waive, release, and relinquish all claims of every kind, known and unknown, present and future, that the Licensee may have against the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, arising out of, connected with or in any way related to the use of the Licensed Premises, or as a result of the condition, maintenance, and use of the Licensed Premises.

**E. Insurance.** Licensee represents and agrees that: (i) it has insurance coverage that covers the Licensed Premises and the Activities with limits not less than \$1,000,000 that names the City of Warrenville, its elected and appointed officials, employees, and agents, as an additional noncontributory primary insured; (ii) it will maintain such insurance during the term of the License; and (iii) it will provide a certificate of insurance to the City upon request.

## **SECTION 8. ENFORCEMENT.**

**A. Enforcement.** The City and Licensee may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that Licensee agrees that it will not seek, and does not have the right to seek, recovery of a judgment for monetary damages against the City or any City elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

**B. Prevailing Party.** In the event of a judicial proceeding brought by one party against the other party, the prevailing party in the judicial proceeding shall be entitled to

reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

**SECTION 9. GENERAL PROVISIONS.**

**A. Notices.** All notices required or permitted to be given under this Agreement shall be given by the parties by: (i) personal delivery; (ii) deposit in the United States Registered Mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 9.A. The address of any party may be changed by written notice to the other parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties shall be addressed to, and delivered at, the following addresses:

If to the City:                   City of Warrenville  
  3S258 Manning Avenue  
  Warrenville, Illinois 60555  
  Attention: Director of Community and Economic  
  Development

If to Licensee:                 Warrenville Grove Animal Hospital, LLC  
  \_\_\_\_\_  
  \_\_\_\_\_  
  Attention: \_\_\_\_\_

and

  Warrenville Grove Land Holdings, LLC  
  \_\_\_\_\_  
  \_\_\_\_\_  
  Attention: \_\_\_\_\_

**B. Time of the Essence.** Time is of the essence in the performance of all of the terms and conditions of this Agreement.

**C. Amendments.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

**D. Authority to Execute.** The City hereby warrants and represents to Licensee that the persons executing this Agreement on its behalf have been properly authorized to do so by the City. Licensee hereby warrants and represents to the City that Licensee has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

**E. Non-Waiver.** The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to

the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.

**F. Severability.** If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

**G. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the License granted pursuant to this Agreement.

**H. Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

**I. Exhibits.** Exhibits A and B attached hereto are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

**J. Survival of Obligations.** All obligations of Licensee pursuant to this Agreement that have not been fully performed as of the termination of this Agreement shall survive such termination, including, without limitation, the restoration obligations set forth in Section 2.D.2 of this Agreement, and the liability and indemnity obligations set forth in Section 7 of this Agreement.

**K. No Third-Party Beneficiaries.** No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against the City or Licensee.

**L. Transfers Prohibited.** The nonexclusive license granted pursuant to this Agreement is for the benefit of Licensee and the Establishment only and may not be transferred to any other business or property.

**M. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to constitute a duly authorized original.

(Signatures Appear on Following Page)

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed, effective as of the date first written above.

ATTEST:

**CITY OF WARRENVILLE,**  
an Illinois home rule municipal corporation

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Amy Emery  
Director of Community and Economic  
Development

ATTEST:

**WARRENVILLE GROVE ANIMAL  
HOSPITAL, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

**WARRENVILLE GROVE LAND  
HOLDINGS, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**DEPICTION OF LICENSED PREMISES**



Warrenville  
Grove  
Animal  
Hospital

Licensed  
Area  
(City  
Property)

Esri Community Maps Contributors, City of Naperville, County of DuPage, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US

DuPage County  
Information Technology Department / GIS Division  
421 N County Farm Rd.  
Wheaton, IL 60187

Phone: 1(630)407-5000  
Email: [gis@dupageco.org](mailto:gis@dupageco.org)

DuPage Maps Portal :  
<https://www.dupage.maps.arcgis.com/home>

This map is for assessment  
purposes only.

DuPage County Web Site :  
<https://www.dupagecounty.gov>



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## **EXHIBIT B**

### **DESCRIPTION OF ACTIVITIES**

Activities include but are not limited to:

- Construction Access for Construction Material Unloading and Vehicles
- Construction Staging
- Temporary Dumpster

**AN ORDINANCE AMENDING SECTION 1-8-4 OF THE WARRENVILLE CITY CODE  
REGARDING PURCHASING PROCEDURES**

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, Section 1-8-4 of the Warrenville City Code ("**City Code**") sets forth the procedures for purchasing goods and services for the City; and

WHEREAS, Subsection 1-8-4.B.4 sets forth certain procedures and authorizations for purchases under \$25,000.00; and

WHEREAS, the City desires to amend Subsection 1-8-4.B.4 of the City Code to authorize certain City staff positions to make purchases under \$5,000.00 and to update the titles of certain staff positions to comport with current City practices ("**Proposed Amendments**"); and

WHEREAS, pursuant to the City's power under applicable law and the home rule powers of the City, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Proposed Amendments and amend the City Code to amend the City Code as set forth in 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: Amendments to Section 1-8-4.B. Subsection 1-8-4.B, titled "Purchasing Procedures," of Chapter 8, titled "City Finances," of Title 1, titled "Administration," of the City Code is amended as follows:

**"1-8-4 PURCHASING PROCEDURES**

\* \* \*

B. Bid Procedures:

\* \* \*

- 4. Purchasing Procedures: Free and open competitive bidding after advertisement shall not be required for purchase orders specified in this subsection, provided that any purchasing procedures or requirements designated shall be followed:

**a. Purchases in an amount not to exceed \$5,000.00 may be authorized by the Records Supervisor, Utility Division Crew leader, Street Division Crew Leader, Facilities Maintenance Lead Supervisor;**

[additions are **bold and double underlined**; deletions are ~~struck through~~]

~~a.b.~~ Purchases in an amount not to exceed ~~ten thousand dollars~~ (\$10,000.00) may be authorized by the Assistant City Administrator, ~~Communications Coordinator~~, Chief Code Official, Deputy Police Chief, ~~Senior Accountant~~ **Accounting Supervisor**, ~~Senior Civil Engineer~~, Assistant Community Development Director, Capital Maintenance Superintendent, and Utility Maintenance Superintendent, ~~and Lead Supervisor Facilities Maintenance~~.

**c. Purchases in amounts of \$10,000 to \$25,000 may be made only after obtaining three comparable written quotes.**

~~b.d.~~ Purchases in an amount not to exceed ~~twenty five thousand dollars~~ (\$25,000.00) may be authorized and signed by the Chief of Police, ~~Director of Public Works~~ **Director**, ~~Director of Community and Economic Development~~ **Director**, ~~Director of Finance~~ **Director**, and the City Administrator or, in the absence of the City Administrator, the Mayor. Nothing contained herein shall limit the ability of a Mayor Pro Tem to sign on behalf of the Mayor.

~~e.e.~~ Any purchase order or contract greater than ~~twenty five thousand dollars~~ (\$25,000.00) shall be let by free and open competitive bidding as provided in subsection B5 of this section, and requires approval by the City Council.

~~d.f.~~ All purchase orders must be signed by the Director of Finance.

~~e.g.~~ No official, officer or employee may circumvent the limitations of this subsection by means of "string purchasing" or similar devices.

\* \* \*

**SECTION 3: EFFECTIVE DATE.** This Ordinance shall be in full force and effect ten days after its passage, approval, and publication in the manner provided by law.

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2025.

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

[additions are **bold and double underlined**; deletions are ~~struck through~~]

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

[additions are **bold and double underlined**; deletions are ~~struck through~~]

## CITY OF WARRENVILLE

# MEMORANDUM

To: Mayor, City Council and City Administrator White  
From: Capital Maintenance Superintendent Clark  
Subject: Parking Evaluation on East Side Streets  
Date: August 6, 2025

In May 2025, Community Development received a petition (Attachment A) from residents on Tinker Avenue requesting a change in parking restrictions. The primary concern is that parking is currently allowed on the same side of the street as the mailboxes, resulting in vehicles frequently obstructing mailbox access and causing issues with mail delivery.

### **Staff Review:**

City staff conducted a review of the parking and mailbox layout on Tinker Avenue and other neighborhood streets. Key findings were:

- Melcher Avenue and Virginia Avenue have similar configurations, with parking allowed on the same side of the street as mailboxes.
- Wilbur Avenue and West Avenue have mailboxes on both sides of the street. These residents were not initially notified since the Tinker petition was requesting to change parking regulations. Such a change would not be helpful on streets with mailboxes on both sides of the street.
- The remaining streets have no parking allowed on the side of the street where the fire hydrants and mailboxes are located.

Attachment B is a map of the neighborhood showing the fire hydrant locations, and which sides of the street mailboxes and parking are on for those streets.

### **Community Notification and Feedback:**

On June 26, 2025, Public Works staff distributed notices to residents on Tinker, Melcher, and Virginia Avenues seeking input on a potential change in the side of the street where parking is allowed (from east to west). Parking would still be restricted to one side only.

Feedback from 21 residents received to date showed a mix of opinions. Some preferred no changes, others suggested moving the mailboxes to the opposite side, and some wanted the no parking zone relocated. Police Chief Bonilla spoke with Patrol Sergeants, who reported no concerns, but Warrenville Fire Protection District Chief Dina expressed concern about parking being allowed on the same side as fire hydrants (Attachment C).

**Staff Recommendation:**

Staff is requesting direction from the Public Works and Infrastructure Committee of the Whole, to pursue the following solutions for parking on the East Side Streets.

1. Staff's preferred option is to work with the USPS to relocate the mailboxes to the same side of the streets as the fire hydrants.
  - a. This requires the approval and cooperation of the USPS, so if it says no, then this is not a viable option.
  - b. Staff would include Wilbur Avenue and West Avenue with Tinker Avenue, Melcher Avenue, and Virginia Avenue so all the East Side Streets have a consistent layout with mailboxes and fire hydrants on the same side of the street, and parking allowed on the opposite side of the street.
  - c. The estimated cost to relocate the mailboxes on all those streets is \$30,000.
  - d. It is unknown at this time what, if any, USPS costs would be for updating the sorting of mail and the mail carrier's delivery route.
  - e. If this moves forward, it would be done in conjunction with the 2026 Road Program, and costs could be included in the FY 2027 Budget.
2. Staff's alternate option is to move the parking to the side of the street with the fire hydrants and opposite the mailboxes. Staff would work with the Police Department to actively enforce parking restrictions near fire hydrants. Staff would work with the City Attorney to draft an ordinance with City Code changes to modify the parking restrictions on Tinker Avenue, Melcher Avenue, and Virginia Avenue. This change could occur at any time, if staff were to receive a negative answer from the USPS.

Attachment A

# Petition to Relocate "No Parking" Signs on Tinker Avenue, Warrenville, IL

To the City Council of Warrenville, IL:

We, the undersigned residents and property owners of Tinker Avenue in Warrenville, Illinois, respectfully request the relocation of the existing "No Parking" signs from the West Side of the street to the East Side of the street, where the mailboxes are located.

Currently, the "No Parking" signs located on the West Side of Tinker Avenue pose these issues:

- Difficulty for residents on the East Side of the street to access parking near their homes.
- Unnecessary obstruction of mailboxes, and refuse collection. There has been an increased frequency of residents not receiving their mail due to improper parking.
- Less equitable distribution of available parking for all residents of the street.
- Non-alignment with the parking patterns of neighboring streets, I.E. Haylett Avenue, Elizabeth Avenue.

We believe that relocating the "No Parking" signs to the East Side of the street would alleviate these issues to improve traffic flow and safety, and create a more convenient and equitable parking situation for the residents and visitors of Tinker Avenue.

We urge the City Council of Warrenville to consider our request and take the necessary steps to relocate the "No Parking" signs as described above.

Sincerely,

Name (Printed) Signature

Ronald Rolenc

Ronald J. Rolenc

35545 TINKER AVE WARRENVILLE

Name (Printed) Signature

Shouc Mour

35535 Tinker Ave

Name (Printed) Signature

Richard Hootman

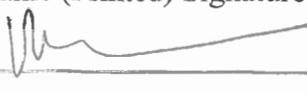
35517 Tinker Ave, Warrenville

Name (Printed) Signature

Robert Villaseca & Rita Villaseca

3 South 530 Tinker Ave. Warrenville, IL

Name (Printed) Signature

Name (Printed) Signature

Bobby and Liz Hutchinson

35531 Tinker Ave. Warrenville, IL

Name (Printed) Signature

Colleen Wilson 35557 Tinker, Warrenville

Name (Printed) Signature

ARTHUR JONES 

35520 Tinker Ave Warrenville

Name (Printed) Signature

CHARLES CURTIS 270725 CALUSA AVE  
WARRENVILLE IL



Name (Printed) Signature

Jennifer Walsh

35544 Tinker Avenue  
Warrenville, IL 60555



Name (Printed) Signature

RUDY Villarreal

35558 Tinker Ave



Warrenville, IL 60555

Name (Printed) Signature

William Luby

35568 Tinker



WARRENVILLE, IL 60555

Name (Printed) Signature

Meghan Van Dahn

35564 Tinker



Warrenville, IL 60555

Name (Printed) Signature

VAHERIE Amstutz

35580 Tinker



Warrenville, IL

60555

Name (Printed) Signature



35,571

TINKER AV  
WARRENVILLE

Erin Lockhart 3556 Tinker Ave 

---

Name (Printed) Signature

Matt Kacmarczyk  35532 Tinker Ave

---

Name (Printed) Signature

Attachment B





Attachment C

**WARRENVILLE FIRE PROTECTION DISTRICT**

3S472 Batavia Road \* Warrenville, IL 60555 \* (630) 393-1381 \* FAX (630) 393-4608

**BOARD OF TRUSTEES:**

**Kathleen Perkins**  
President

**Alasdair Thompson**  
Trustee - Treasurer

**Jeffrey Carstens**  
Trustee – Secretary

**Michael Karl**  
Trustee

**Natalie Clemens**  
Trustee

**Andrew Dina**  
Fire Chief

Dear City Officials,

I appreciate the opportunity to review and provide feedback on the proposed modification to on-street parking designations on Tinker Avenue Et al. in the City of Warrenville. I understand the intent behind switching street parking from the east (mailbox) side to the west (fire hydrant) side, and I commend the effort to enhance neighborhood accessibility and functionality.

However, from a public safety and emergency response perspective, I must express concern regarding the potential impact of this change—specifically, the designation of parking on the same side of the street as active fire hydrants. While requirements mandate that vehicles maintain a 15-foot clearance from fire hydrants, experience has shown that non-compliance with this rule is unfortunately common, even in well-marked areas.

Fire hydrants play a critical role in our ability to conduct timely and effective firefighting operations. Obstructed access, even momentarily, can delay water supply setup and adversely affect life safety and property protection. If vehicles are parked too closely to hydrants, it may significantly hamper our response efforts during emergencies, especially in densely populated residential areas where every second counts.

I respectfully urge the City to further evaluate the potential implications of this proposal and consider alternative solutions that would preserve clear and immediate access to all fire hydrants. Our department is more than willing to collaborate on this matter to ensure the proposed changes align with both operational safety standards and community needs.

Thank you for your attention and commitment to public safety.

Sincerely,

**Andrew Dina**

A handwritten signature in black ink, appearing to read "Andrew Dina", written over a horizontal line.

Fire Chief  
Warrenville Fire Protection District

## CITY OF WARRENVILLE

### MEMO

To: Mayor, City Council, and City Administrator White  
From: Public Works Director Kuchler *PK*  
Subject: CITYWIDE TRAFFIC STUDY CONTRACT  
Date: August 6, 2025

The purpose of this memorandum is to summarize the scope of the proposed traffic study and why staff is recommending it.

#### **Strategic Plan Action Items**

As part of the Strategic Plan adopted by City Council in 2024, staff developed a series of Strategic Plan Action Items to be completed during FY 2025 – FY 2030. One of the items included at the request of City Council was a *Traffic study to evaluate speed limits and standardize speed limits on City streets*. Staff originally proposed this item in FY 2027, however City Council requested it be moved up to FY 2026 at its October 7, 2024, regular meeting. The updated schedule was presented to City Council at its regular meeting on December 2, 2024. City Council endorsed the schedule of Strategic Plan Action Items for FY 2026 and the Public Works Department Work Plan that both included this item, as part of the adoption of the FY 2026 Budget.

Staff expanded the scope of the proposed study by \$15,000 to address an incomplete FY 2025 Strategic Plan Action Item, *Establish a policy document that addresses how the City will evaluate complaints of speeding, traffic issues, requests for changes to speed limit, or requests to add signs on City roads, including the use of tools like speed sensors, trailers, etc.*

#### **Scope of Proposed Study**

The study can be broken down into three components:

1. Evaluate City streets with existing speed limits higher than 25 mph – This item includes data collection on the three sections of Batavia Road, Williams Road north of Batavia Road, and Galusha Avenue, with analysis of the existing speed limits using the data collected and the characteristics of the roadways. The report will include recommendations on either maintaining the existing speed limits or changing them, based on the data analysis.
2. Recommend Consistent Speed Limit for Neighborhood Residential Streets – This item includes data collection and analysis on four representative 20 mph streets and four representative 25 mph streets of similar traffic volume and character, to inform a recommended standard residential speed limit in the City of Warrenville. The reason for this analysis is there are many similar streets throughout the City with speed limits of 20 mph and

25 mph. Establishing a standard speed limit for this category of streets will make it more predictable and consistent for drivers, the Police Department, and speed limit signage.

3. Traffic Calming Toolkit – This item includes the development of a process document that will be used by Public Works and the Police Department to respond in a consistent manner to requests to evaluate speeds, signage, and use of traffic calming elements. These requests are becoming more frequent each year and it is important that staff evaluate and respond to them in a consistent manner. The consultant will assist staff with the evaluation of two residential street locations with known speeding concerns, and guide staff through the use of the toolkit to address those concerns. This piece (\$15,000) was not included in the FY 2026 budget, and staff plans to utilize General Fund dollars to pay for it.

### **Staff Recommendation**

Staff is recommending the City Council pass a resolution approving a professional services agreement with Kimley-Horn and Associates, Inc. for the provision of professional traffic engineering services in the amount of \$80,000.

**RESOLUTION NO. R2025-\_\_**

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH  
KIMLEY-HORN AND ASSOCIATES, INC. FOR THE PROVISION OF  
PROFESSIONAL TRAFFIC ENGINEERING SERVICES**

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 traffic engineering services for the preparation of a speed study related to appropriate speed limits in certain residential areas and traffic calming toolkit that will assist the City in evaluating speed limits on City streets in the future (collectively, the "**Services**"); and

WHEREAS, Kimley-Horn and Associates, Inc. ("**Kimley-Horn**") has submitted a proposal to provide the Services in the amount of \$80,000.00, plus reimbursable expenses; and

WHEREAS, the City desires to enter into a professional services agreement with Kimley-Horn 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 Kimley-Horn;

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 Kimley-Horn in the total amount of \$80,000.00, 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 Kimley-Horn; provided, however, that if the City Administrator does not receive such executed copy of the Agreement from Kimley-Horn 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**

**CITY OF WARRENVILLE  
PROFESSIONAL SERVICES AGREEMENT  
FOR SPEED STUDY AND TRAFFIC CALMING TOOLKIT**

**THIS AGREEMENT** is dated as of the 18<sup>th</sup> day of August, 2025 (“**Agreement**”) and is by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (“**City**”) and **Kimley-Horn and Associates, Inc.**, a North Carolina corporation (“**Consultant**”).

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the City’s statutory and home rule powers, the parties agree as follows:

**SECTION 1. SERVICES.**

**A. Project Description.** Consultant will provide the following professional traffic engineering services for the City: (i) perform and prepare a speed study for the City, which includes reviewing posted speed limits on certain roadways in the City and establishing the appropriate speed limit for a typical residential roadway; and (ii) preparing a Traffic Calming Toolkit to assist the City with establishing a procedure for review and implementation of traffic calming measures, including a process flowchart, data collection requirements, assessment criteria, and implementation strategies (collectively, the “**Services**”).

**B. Representations of Consultant.** The Consultant has submitted to the City a detailed description of the Services to be provided by the Consultant , a copy of which is attached as Exhibit A to this Agreement. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Services as set forth in Exhibit A in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

**C. Agreement Amount.** The total amount billed by the Consultant for the Services under this Agreement shall not exceed **\$80,000**, as outlined in Exhibit A, including reimbursable expenses, unless amended pursuant to Subsection 8A of this Agreement.

**D. Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

**E. Commencement; Time of Performance.** The Consultant shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties (the “**Commencement Date**”). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services, but in no event later than 60 days after the date of the execution of this Agreement.

**F. Reporting.** The Consultant shall regularly report to the City Administrator, or his designee, regarding the progress of the Services during the term of this Agreement. The City Administrator’s designee shall be the person identified in Section 8.D to receive notice, unless the City Administrator otherwise designates in writing.

**SECTION 2. RESERVED.**

**SECTION 3. COMPENSATION AND METHOD OF PAYMENT.**

**A. Agreement Amount.** The total amount billed for the Services and paid by the City during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1 of this Agreement, without the prior express written authorization of the City.

**B. Invoices and Payment.** The Consultant shall be paid as provided in Exhibit A. The Consultant shall submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit A. The City shall pay to the Consultant the amount billed within 30 days after its receipt and approval of such an invoice in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*.

**C. Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City or its authorized representative to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the City at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

**D. Claim In Addition To Agreement Amount.** If the Consultant wishes to make a claim for additional compensation as a result of action taken by the City, the Consultant shall provide written notice to the City of such claim within 7 days after occurrence of such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. 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.

**E. Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as 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. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

**F. Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall 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, which acceptance shall not be unreasonably withheld or delayed.

**SECTION 4. PERSONNEL; SUBCONTRACTORS.**

**A. Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall 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 shall have no claim for damages and shall not bill the City for additional time and

materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

**B. Approval and Use of Subcontractors.** The Consultant shall 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 shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall 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" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

**C. Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall 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 such removal or replacement.

#### **SECTION 5. CONFIDENTIAL INFORMATION.**

**A. Confidential Information.** The term "***Confidential Information***" shall mean information in the possession or under the control of the City relating to the technical, business or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of said information to the Consultant under this Agreement ("***Time of Disclosure***"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

**B. No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information. Confidential Information may be disclosed by Consultant pursuant to governmental

or judicial requirement or subpoena; provided, however, that Consultant will notify the City prior to the disclosure.

**SECTION 6. STANDARD OF CARE; INDEMNIFICATION; INSURANCE.**

**A. Standard of Care for Services.** The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

**B. Indemnification.** The Consultant shall, without regard to the availability or unavailability of any insurance, either of the City or the Consultant, indemnify, save harmless, and defend if requested the City, and its officials, employees, and attorneys against any and all lawsuits, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that arise directly from the Consultant's negligent performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications pursuant to Subsection 6.A of this Agreement (but not the performance or failure of a contractor not retained by Consultant), except to the extent caused by the sole negligence of the City.

**C. Insurance.** Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates and policies of insurance, all with coverages and limits acceptable to the City, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the City Administrator may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the City Administrator may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the City and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the City. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6A, Warranty of Services, of this Agreement.

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

**SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.**

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

**B. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no elected or appointed City official, employee or agent is interested in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for 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 shall 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.

**C. 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 1961, 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 shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

**D. 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).

**E. Patriot Act Compliance.** The Consultant represents and warrants to the City 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 Consultant further represents and warrants to the City that the Consultant 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 Consultant hereby agrees to defend, indemnify and hold harmless the City, its corporate authorities, and all City elected or 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 representations and warranties in this subsection.

**F. Termination.** Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred or reasonable expenses that Consultant is legally obligated to pay, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit A.

**G. Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the City Administrator determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion shall not constitute a waiver of any rights or claims which the City may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the City by the Consultant.

**H. Compliance with Laws and Grants.** Consultant shall give all notices, pay all fees, and take all other action 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 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.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant 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 Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

**I. Default.** If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution 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 such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

**1. Cure by 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 by City.** The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

**3. Withholding of Payment by City.** 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.

**J. No Additional Obligation.** The Parties acknowledge and agree that 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.

**K. City Council Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the City Council. The City shall 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 City Council.

**L. Mutual Cooperation.** The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such 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.

**M. News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior written approval from the City Administrator.

**N. Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, 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 ("**Documents**") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

**O. City Data.** The City has developed various types of data and information, such as digital map information through Geographic Information Systems Technology and through Auto CAD and other methods (collectively "**City 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 City Data, subject to the following conditions:

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

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

3. **Agreement with Respect to City Data.** The Consultant does hereby acknowledge and agree that:

a. **Trade Secrets of the City.** The City Data constitutes proprietary materials and trade secrets of the City and, shall remain the property of the City;

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

c. **Supply to City.** At the request of the City, the Consultant shall supply the City with any and all information that may have been developed by the Consultant based on the City Data;

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

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

**SECTION 8. GENERAL PROVISIONS.**

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

B. **Assignment.** This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

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

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

have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

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

City of Warrenville  
3S258 Manning Avenue  
Warrenville, Illinois 60555  
Attention: Phil Kuchler, Public Works Director  
E-mail: [pkuchler@warrenville.il.us](mailto:pkuchler@warrenville.il.us)

With a copy to:

Elrod Friedman LLP  
350 N. Clark, 2<sup>nd</sup> Floor  
Chicago, Illinois 60654  
Attention: Brooke Lenneman  
E-mail: [Brooke.Lenneman@ElrodFriedman.com](mailto:Brooke.Lenneman@ElrodFriedman.com)

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

Kimley-Horn and Associates, Inc.  
4201 Winfield Road, Suite 600  
Warrenville, IL 60555  
Attention: Rory Fancler-Splitt  
Email: [Rory.Fancler@kimley-horn.com](mailto:Rory.Fancler@kimley-horn.com)

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

**F. Provisions Severable.** 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 remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

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

**H. 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 Proposal and the Services.

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

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

**K. Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

**L. Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

**M. Exhibits.** Exhibits A, B, and C are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall 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 shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

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

**P. Force Majeure.** Notwithstanding any other provision of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays directly caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, third parties, or governmental agencies.

**Q. Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

***[SIGNATURES FOLLOW ON NEXT PAGE]***

**CITY OF WARRENVILLE**

By: \_\_\_\_\_  
Cristina White, City Administrator

**ATTEST/WITNESS:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CONSULTANT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

#55032402\_v2

**EXHIBIT A**

**SCOPE OF SERVICES**



July 21, 2025

Mr. Phil Kuchler  
Public Works Director  
City of Warrenville  
3S258 Manning Avenue  
Warrenville, Illinois 60555

Re: Professional Services for Speed Study and Traffic Calming Toolkit

Dear Mr. Kuchler:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this proposal for professional traffic engineering services to conduct a speed study for the City of Warrenville and prepare a Traffic Calming Toolkit. Kimley-Horn understands the City's professional services agreement will be executed to complete the following Scope of Services.

## Scope of Services

### Task A – Speed Study

Kimley-Horn understands the City of Warrenville seeks to review posted speed limits on key roadways in the City and establish the appropriate speed limit for typical residential roadways. Kimley-Horn will complete the following tasks to complete the speed study.

#### Task A.1 Project Kick-Off

Kimley-Horn will participate in an in-person meeting to initiate the speed study. This meeting will include a review of the data collection locations and date(s) (subject to weather conditions). This will also include a review of the overall project schedule, including the anticipated City Council meeting date.

#### Task A.2 Data Collection

Kimley-Horn will complete data collection for the following roadway segments identified in coordination with City staff:

- Batavia Road, northwest of Route 59
- Batavia Road, Butterfield Road to Route 59
- Batavia Road, south of Butterfield Road
- Galusha Avenue, between Winfield Road and Herrick Road
- Williams Road, north of Batavia Road
- Riverside Avenue, Batavia Road to Branch Avenue (field inventory only; traffic counts not included)
- Timber Drive, between Grove Lane North and Grove Lane South (field inventory only; traffic counts not included)
- Up to four (4) residential streets with posted speed limit of 20 MPH (to be defined in coordination with City)
- Up to four (4) residential streets with posted speed limit of 25 MPH (to be defined in coordination with City)

For each segment listed above, Kimley-Horn complete a field visit to inventory the following key elements: development pattern, lane geometry and traffic control, on-street parking, pedestrian/bicyclist facilities, signage, and access control (i.e., residential and non-residential driveways and intersections). Kimley-Horn will prepare a map of each segment to summarize existing conditions.

Kimley-Horn will conduct roadway segment counts, pedestrian/bicyclist counts, and vehicle speeds on each segment with the exception of Riverside Avenue and Timber Drive. For these roadway segments, Kimley-Horn will conduct the field inventory only; vehicle speed data will be supplied by the City.

Based on a review of the identified segments, up to 19 count locations are included in this task as summarized below.

- 8 locations along Batavia Road
- 2 locations along Galusha Avenue
- 1 location along Williams Road
- 8 locations on residential streets (similar character, different posted speed limits)

The data collection will be conducted on a typical weekday (when local schools are in session) from 6:00AM to 7:00PM. The count date(s) will be selected in coordination with City staff. Note that the data collection should occur under good weather and normal enforcement conditions. Should additional count locations or count hours be needed, an amendment to the agreement will be required.

### **Task A.3 Analysis and Recommendations**

Using the information obtained under Task A.2, Kimley-Horn will evaluate the speed distribution of free-flowing vehicles using the methodology outlined in the *Policy on Establishing and Posting Speed Limits on the State Highway System*, published by the Illinois Department of Transportation (IDOT) (March 2011). Based on the data collection, Kimley-Horn will identify the 85<sup>th</sup> percentile speed and upper limit of the 10 MPH pace for each roadway segment.

Kimley-Horn will calculate the Altered Speed Limit based on a review of the following conditions: access control (access conflict number); pedestrian activity; and on-street parking. Kimley-Horn will then compare the proposed Altered Speed Limit to the data under Task A.2 in order to determine the anticipated violation rate.

Kimley-Horn will obtain crash history for the most recent five-year period (2018-2023) from IDOT. The crash history will be referenced in the final documentation (Task A.4) as part of the discussion of existing conditions.

For the residential segments with posted speed limits of 20 MPH and 25 MPH, Kimley-Horn will compare the results of the data collection and analysis to inform a recommended residential speed limit in the City of Warrenville.

Where appropriate, Kimley-Horn will identify capital improvements to encourage motorist compliance with the recommended speed limit (e.g., roadway width, curb/gutter, signage/stripping, curb bump-outs). Where capital improvements are identified, planning-level cost estimates will be developed. For Riverside Avenue and Timber Drive, Kimley-Horn will identify potential traffic calming recommendations to minimize vehicle speeds consistent with the policies and procedures identified under Task B.

This task includes up to one (1) in-person meeting with City staff to review the results of the data collection effort and recommendations prior to draft documentation (Task A.4).

## **Task A.4 Documentation**

Kimley-Horn will prepare a memorandum with appropriate graphics and tables summarizing the data collection effort, analysis, and recommended speed limits, including the key segments analyzed as well as the residential speed limit.

A draft memorandum will be submitted to the Client for review prior to finalizing. This task includes up to one (1) round of revisions to address consolidated comments from the Client. This task does not include proposed redline changes to the City Code of Warrenville.

## **Task A.5 Public Meetings**

Kimley-Horn will participate in one (1) City Council meeting to present the findings of the speed study. Kimley-Horn will develop a presentation to review key elements of the speed study data collection and analysis. The draft presentation will be submitted to City staff for review prior to the City Council meeting. Kimley-Horn will complete any necessary revisions to the presentation prior to the meeting.

This task does not include public open house meetings or similar events to solicit public input on the speed study. Should public engagement be needed, an amendment to the agreement will be required.

## **Task B – Traffic Calming Toolkit**

Kimley-Horn will prepare a traffic calming toolkit to assist the City with establishing a procedure for review and implementation of traffic calming measures. The toolkit will include a process flowchart, data collection requirements, assessment criteria, and implementation strategies. To prepare the traffic calming toolkit, Kimley-Horn will complete the following tasks:

### **Task B.1 Review Background Information**

Kimley-Horn will meet with City staff to review existing traffic calming measures and procedures. This task includes one (1) in-person meeting with City staff. Based on information received from the City, Kimley-Horn will develop a graphic representation of existing processes (flow chart) and a list of common traffic calming requests/concerns (e.g., speeding, cut-through traffic, pedestrian crossings). Kimley-Horn will also summarize the traffic calming measures that are not acceptable in the City of Warrenville (e.g., speed table).

Using this information and the data gathered in the initial meeting with City staff, Kimley-Horn will develop a list of traffic calming measures to address conditions in Warrenville (e.g., speed trailer, speed feedback sign, striping, raised crosswalk, curb extension/bulb-out). The list of traffic calming measures will be submitted to City staff for review prior to development of details. This task includes revisions to the list of traffic calming measures to address consolidated review comments from City staff.

### **Task B.2 Traffic Calming Toolkit / Documentation**

Using the information defined in Task B.1, Kimley-Horn will develop a toolkit of applicable uses for each traffic calming measure identified, including the following information:

- Data collection needs (where applicable);
- Review criteria;
- Appropriate application of traffic calming measure and when to avoid use of such measures; and
- A list of benefits and challenges for each measure.

This information will be prepared as a memorandum with appropriate graphics and photos to assist the City with review and implementation of the traffic calming measures. The memorandum will include a discussion of the City's process for review and implementation of traffic calming concerns/requests (flow chart). Using information gathered under Task B.1 and a review of best practices, Kimley-Horn will advise of any necessary changes to the City's processes.

The draft memorandum will be submitted to City staff for initial review. This task includes revisions to address up to one (1) set of consolidated comments from City staff.

### Task B.3 Public Meetings

Kimley-Horn will participate in one (1) City Council meeting to present the Traffic Calming Toolkit. Kimley-Horn will develop a presentation to review key elements of the Traffic Calming Toolkit. The draft presentation will be submitted to City staff for review prior to the City Council meeting. Kimley-Horn will complete necessary revisions to address staff comments. Following the City Council meeting, this task includes up to one (1) set of revisions to the draft Traffic Calming Toolkit developed under Task B.2 to address comments received from the City Council.

This task does not include public open house meetings or similar events to solicit public input on the Traffic Calming Toolkit. Should public engagement be needed, an amendment to the agreement will be required.

## Additional Services

Any services not specifically provided for in the above scope will be billed as Additional Services and performed at our then-current hourly rates.

## Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

## Schedule

We will provide our services as expeditiously as practicable. A final schedule will be confirmed with the City as part of the kick-off meeting in Task A.1.

## Fee and Expenses

Kimley-Horn will perform these services for the following lump sum fee.

Task A. Speed Study	\$65,000
Task B. Traffic Calming Toolkit	\$15,000
<b>Total</b>	<b>\$80,000</b>

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. All permitting, application, and similar project fees will be paid directly by the Client.

Any Additional Services will be performed on an hourly basis according to our then-current rates. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

## Closure

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**

A handwritten signature in blue ink that reads "Rory Fancler-Splitt". The signature is written in a cursive, flowing style.

Rory Fancler-Splitt, AICP  
Associate

**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

Such insurance shall 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 \$2,000,000 for vehicles owned, non-owned, or rented.

All employees shall 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" bases.

Coverages shall include:

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

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 Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

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 such 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 such loss.

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

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: City of Warrenville, including its City Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

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

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

## RESOLUTION NO. R2025-

### **A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HITCHCOCK DESIGN GROUP FOR VETERANS MEMORIAL FINAL DESIGN**

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 budgeted sufficient funds in the 2026 fiscal year for the procurement of design services for the Veterans Memorial Final Design (“Services”); and

WHEREAS, pursuant to the City’s Qualification Based Selection (QBS) Process, as amended March 19, 2018 (“QBS Policy”), City staff requested a proposal for the Services from Hitchcock Design Group (“Consultant”) because Consultant has provided design services for the City in the past to the City’s satisfaction; and

WHEREAS, Consultant submitted a proposal to perform the Services (“Proposal”) in the amount of \$33,000.00 as provided in the Proposal; and

WHEREAS, the City desires to enter into a professional services agreement with Consultant for the performance of the Services (“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, DU PAGE 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 \$33,000.00 as provided in Attachment A of the Agreement, is hereby approved in the form attached to this Resolution as Exhibit A.

**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 at least two executed copies of the Agreement from Consultant; provided, however, that if the City Administrator does not receive such executed copies of the 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.

*[Signatures and Voting Record on Following Page]*

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2025.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**EXHIBIT A**  
**AGREEMENT**

**CITY OF WARRENVILLE  
PROFESSIONAL SERVICES AGREEMENT  
FOR VETERANS MEMORIAL FINAL DESIGN**

**THIS AGREEMENT (“Agreement”)** is dated as of the 18<sup>th</sup> day of August, 2025 (**“Effective Date”**) and is by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (**“City”**), and **HITCHCOCK DESIGN GROUP**, an Illinois Corporation (**“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 identified below to provide all necessary professional consulting services and to perform the work in connection with the project described as follows: conceptual plan development and grant funding application services for Cerny Park (collectively, the **“Services”**).

**B. Services.** The Consultant has submitted to the City a description of the Services to be provided 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 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 for the Services to be provided, performed, and completed in accordance with applicable 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 liable for damages in the event that any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body are caused by the Consultant's, or its subcontractors', negligent 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 **\$33,000** ("**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, on reasonable, advance written notice, will permit the authorized representative of the City to inspect and audit such data and records of actual time devoted and costs incurred 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 without interruption, subject to and without waiving

Consultant's right to pursue its rights and remedies in dispute resolution as provided in this Agreement.

**E. 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, unless otherwise specifically identified, 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.

**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 or promptly after 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. Subject to Section 9 of this Agreement, either party may terminate this Agreement for failure to cure an Event of Default, as defined in Section 9 of this Agreement, by the other party, including, but not limited to failure of the City to pay amounts due under the terms of this Agreement.

#### **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.** Provided the City complies with its payment obligations under this Agreement, the Consultant agrees that all final, deliverable 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 for which payment has been made. The Consultant agrees that, to the extent permitted by law, any and all work product unique to the project and Services 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. Provided the City complies with its payment obligations under this Agreement, to the extent any such 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 final, deliverable 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. Provided the City complies with its payment obligations under this Agreement, all intellectual property, Confidential Information, and work product unique to the project and Services 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. Provided the City complies with its payment obligations under this Agreement, 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.

**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 Section 5(A), 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 Section 5(A) and will assist the City in any notification efforts required by law.

## **SECTION 6. WARRANTY.**

The Consultant agrees to perform the Services consistent with the standards of professional practice, care, skill, and diligence practiced by similar consulting Landscape Architecture firms performing services of a similar nature (the “standard of care”). Any of the Services required by law 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 with the standard of care.

**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, and employees, from third-party claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's performance to the extent caused by Consultant's negligent 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 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 cancellation of any insurance will become effective until the expiration of 30 days after written notice of the 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 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. Nor shall any officer, director or employee of Consultant be personally liable, in law or in contract, to the City as the result of the execution and performance of this Agreement.

## **SECTION 9. DEFAULT.**

### **A. Default by Consultant.**

1. If the City determines that the Consultant has failed or refused to perform the Services in 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 ("**Consultant 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, or if the Consultant Event of Default reasonably cannot be cured within ten days, Consultant fails to commence and continue to cure the Event of Default within ten days and cure the Consultant Event of Default within a reasonable time agreed to in writing by the Parties, 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.

2. Remedies. In case of any Consultant Event of Default and failure to cure as provided in Section 9(A), the City may pursue the following remedies:

a. 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 Consultant Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

b. 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 for portions of the Services not completed in accordance with the Agreement;

c. Recover Damages. The City may recover damages from Consultant, 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 Consultant 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.

**B. Default by the City.** If the City fails to complete its payment obligation as set forth in this Agreement ("**City Event of Default**"), and fails to cure the City Event of Default

within ten days after the City's receipt of written notice of the City Event of Default from the Consultant, then the Consultant will have the right to terminate the Agreement.

#### **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](mailto: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](mailto:brooke.lenneman@elrodfriedman.com)

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

Hitchcock Design Group  
22 E. Chicago Avenue

Suite 200A  
Naperville, Illinois 60540  
Attention: Mike Wood, Senior Associate  
Email: [mwood@hitchcockdesigngroup.com](mailto:mwood@hitchcockdesigngroup.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 18<sup>th</sup> 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 18<sup>th</sup> 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.

**T. Force Majeure.** Neither the City nor the Consultant shall be liable for any delay or failure in performance of any part of this Agreement if due to an unforeseen cause beyond its control and without its fault or negligence including, without limitation: (1) earthquakes, floods, hurricanes, tornadoes, or other similar natural calamities; (2) acts or failure to act on the part of any governmental authority other than the Village or Consultant, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; (3) acts of war; (4) acts of civil or military authority; (5) embargoes; (6) work stoppages, strikes, lockouts, or labor disputes; (7) public disorders, civil violence or disobedience; (8) riots, blockages, sabotage, insurrection or rebellion; (9) epidemics, pandemics or public health emergencies that result in public health orders or quarantines; (10) terrorist acts; (11) fires or explosions; (12) nuclear accidents; ; (13) major environmental disturbances; or (14) vandalism.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY OF WARRENVILLE**

By: \_\_\_\_\_  
City Administrator

ATTEST:

By: Geoff Roehly

Title: Senior principal

**CONSULTANT**

By: Tim King  
Its: Principal

**EXHIBIT A**  
**PROPOSAL**



August 5, 2025

Philip M. Kuchler, P.E.  
Public Works Director  
City of Warrenville  
3S258 Manning Avenue  
Warrenville, Illinois 60555

**RE: Veterans Memorial Improvements – Final Design**

Dear Phil,

Thank you for asking Hitchcock Design Group to submit this proposal to provide landscape architectural services for the Final Design of the Veterans Memorial Improvements. We appreciate the opportunity to contribute to the success of this renovation and advance our relationship with you and your colleagues at the City of Warrenville.

**PROJECT UNDERSTANDING**

We worked with City staff and a stakeholder working group during the Schematic Design Phase to identify a preferred concept. This concept was finalized in February 2025 with a working construction budget of approximately \$425,000 and has since been endorsed by City Council. Construction of this project is partially dependent on successfully raising donor funding to construct the improvements. At this time, the City would like HDG to provide Final Design documents to aid in soliciting donations and to have the project shovel ready to bid when funding is available. The anticipated bidding period would be early 2027. The concept and construction budget will be refined during Final Design and will take into account future bidding costs.

**SCOPE OF SERVICES**

To meet your objectives, we propose a process as described in the attached Scope of Services.

**PROFESSIONAL FEES**

We propose to complete the outlined phase services for a fixed fee of \$32,500. Customary out-of-pocket expenses such as printing, delivery, and mileage will be invoiced in addition to the fixed fee, not-to-exceed \$500.

**PROJECT TEAM**

I will be our project manager and will be directly responsible for routine project communications with you and the rest of the project team and will be supported by other members of our studio as needed to advance the work in a timely manner.



**AUTHORIZATION AND SCHEDULE**

We can begin this work within two weeks of your authorization and complete our work within your scheduled timeframe.

If this proposal is acceptable, please forward a Professional Services Agreement for review, signature, and authorization to proceed.

Thank you again for the opportunity to work with the City of Warrentville. If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely,

**Hitchcock Design Group**

Mike Wood, ASLA  
Senior Associate

Encl:        Scope of Services (made part of this agreement)



## Scope of Services

### City of Warrenville – Veterans Memorial Improvements – Final Design

August 5, 2025

#### FINAL DESIGN SERVICES

##### A. Design Development

*Objective:* Reach consensus with the Owner on the final design, probable cost and implementation strategy for the proposed improvements. Obtain construction permits from the appropriate jurisdictional agencies.

*Process:* Specifically, based on the approved Schematic Design Report, HDG will:

1. Refine the Schematic Design concept, and using the previously provided survey, prepare **Design Development Documents** illustrating the final size, horizontal and vertical geometry, structure, materials, finishes, and supporting calculations, as appropriate, for the proposed improvements including:
  - a. Grading and drainage
  - b. Walks, decks and other pedestrian surfaces
  - c. Structures and retaining walls
  - d. Automatic irrigation system (performance plan and specification)
  - e. Planting
  - f. Benches, trash containers, planters, bike racks, flagpoles and other site furnishings
  - g. Electrical and lighting (performance plan and specification)
    - i. Identify required electrical requirements for uplighting, irrigation, and auxillary power using existing service. (Note that this proposal does not include electrical engineering. Bid and construction documents will identify that the contractor will provide all electrical work and controls associated with proposed components).
2. Collect and review **Product Data**. Prepare **Outline Specifications**, including the products, materials and finishes of each component or system.
3. Prepare a summary of quantities and updated **Construction Cost Opinion**.
4. (mtg #1) Review the Design Development Documents with City staff and workgroup (60% review).
5. Revise the Design Development Documents as may be required.



6. Prepare and submit **Permit Documents** including only the applications, drawings and supporting calculations that are required to secure the following construction permits anticipated for the proposed improvements:
  - a. Building Permit, City of Warrenville
7. Make minor revisions to the Permit Documents, as may be required, to facilitate jurisdictional approvals and permit(s).

*Deliverables:* **Design Development Documents; Product Data; Outline Specifications; Construction Cost Opinion; Permit Documents**

## **B. Construction Documents**

*Objective:* Produce the final Construction Drawing and Project Specifications that will be used to construct the specified improvements.

*Process:* Specifically, following approval of the Design Development documents, HDG will:

1. Prepare and submit the graphic Construction Drawings including:
  - a. Existing conditions and removals
  - b. Grading
  - c. Geometric layout and materials
  - d. Planting
  - e. Irrigation (performance plan and specification)
  - f. Electrical and lighting (performance plan and specification)
  - g. Construction details
2. Prepare and submit the written **Project Specifications** including:
  - a. Technical specifications
3. Update and submit the **Construction Cost Opinion** and **Schedule**.
4. (mtg #2) Review the Construction Documents with City staff and workgroup (50% review).
5. Finalize the Construction Documents as required.
6. (mtg #3) Review the final Construction Documents with City staff and workgroup (100% review).
7. Make minor revisions, stamp and submit, as required.



### **BIDDING AND CONSTRUCTION SERVICES**

Consultation during bidding and construction can be completed upon request and invoiced at standard hourly rates.

### **GENERAL PROJECT ADMINISTRATION**

In addition to the services outlined above, HDG will administer the performance of its own work throughout the term of the contract by providing the following services:

#### **A. Communications**

1. Schedule, create agendas and summarize the highlights of periodic meetings
2. Rehearse, attend and present at public forums identified
3. Collect and disseminate communications from other parties
4. Periodically inform your representative about our progress

#### **B. Schedules**

1. Create, periodically update and distribute the project schedule
2. Coordinate the activities of our staff and our consultants

#### **C. Staffing**

1. Select and assign staff members and consultants to appropriate tasks and services
2. Prepare and administer consultant agreements

3

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#### **D. File Maintenance**

1. Establish and maintain appropriate correspondence, financial, drawing and data files
2. Obtain appropriate insurance certificates from consultants
3. Maintain appropriate time and expense records

### **OPTIONAL, ADDITIONAL SERVICES**

The following items are not included in the proposal and can be provided as additional services:

1. Additional site surveying.
2. Electrical engineering.
3. Site work beyond basic site clearing and finish grading necessary to construct the improvements outlined in Schematic Design.
4. Additional meetings.

Services or meetings not specified in this scope of services will be considered Additional Services. If circumstances arise during HDG's performance of the outlined services that require additional services, HDG will promptly notify Client about the nature, extent and probable additional cost of the Additional Services, and perform only such Additional Services following Client's written authorization.

**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:

\$1,000,000 Bodily Injury and Property Damage

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 claim and \$2,000,000 in the aggregate and covering the Consultant against damages that the Consultant may be obligated to pay to the extent caused by their negligent acts.

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.

## **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.

4859-2487-4084.2

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## RESOLUTION NO. R2025-

### **A RESOLUTION APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HITCHCOCK DESIGN GROUP FOR CERNY PARK IMPROVEMENTS FINAL DESIGN**

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 was awarded an Illinois Department of Natural Resources Open Space Land Acquisition and Development ("**OSLAD**") grant for the Cerny Park Improvements Project ("**Project**"); and

WHEREAS, on April 15, 2024, the City Council adopted Resolution No. R2024-21, approving an agreement with Hitchcock Design Group ("**HDG**") for the procurement of design services for the Project ("**Services**") in the amount of \$109,000.00 ("**Agreement**"); and

WHEREAS, on August 19, 2024, City Council adopted Resolution No. R2024-49, approving an amendment to the Agreement to add the preparation of quarterly status reports to the scope of the Services ("**First Amendment**"); and

WHEREAS, the City desires to add five additional construction observation meetings to the scope of the Services ("**Additional Services**"); and

WHEREAS, HDG submitted a proposal to provide the Additional Services in an amount not to exceed \$5,850.00 ("**Additional Compensation**"); and

WHEREAS, the parties desire to amend the Agreement to include the Additional Services and Additional Compensation ("**Second Amendment**"); and

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

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 Second Amendment.** The Second Amendment to the Agreement with HDG 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 Second Amendment to the Agreement only after receipt by the City Administrator of the executed Second Amendment to the Agreement from HDG; provided, however, that if the City Administrator does not receive the executed copy from HDG 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 required by law.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2025.

VOTES: AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**EXHIBIT A**  
**SECOND AMENDMENT**



# Professional Service Agreement Amendment Number 2

Hitchcock Design, Inc., an Illinois corporation doing business as **Hitchcock Design Group (HDG)**,

**Mailing address:** **PO Box 8290  
Carol Stream, Illinois 60197-8290**

**Office address:** 22 E Chicago Avenue, Suite 200a  
Naperville, Illinois 60540

and **City of Warrenville (Client)** are parties to a Professional Services Agreement (Agreement), dated April 15, 2024, for Final Design services for Cerny Park, located in Warrenville, Illinois. Both parties agree that changes to the Basic Services and Compensation and Payment require that the Agreement be amended on July 18, 2025, as follows:

**PART ONE: PROJECT DESCRIPTION**  
No Changes.

**PART TWO: PROJECT TEAM**  
No Changes.

**PART THREE: BASIC SERVICES**  
Provide five (5) additional Construction Observation Meetings.

**PART FOUR: SCHEDULE**  
No Changes.

**PART FIVE: COMPENSATION AND PAYMENT**  
**Fee Type and Amount**  
Client agrees to compensate HDG for the Amended Basic Services as follows:

<b>Amendment 02</b>		
Construction Phase Services	Hourly, not to exceed	\$5,850

**Reimbursable Expenses**  
No Changes.



**ACCEPTANCE**

Unless specifically described in this Amendment, all other terms and conditions of the Agreement remain in effect. Please sign and return this Amendment Number 02. This agreement may be modified or withdrawn unless written authorization to proceed has been received within 30 days.

Accepted: \_\_\_\_\_  
Christina White, City Administrator, dated \_\_\_\_\_  
City of Warrenville

Accepted: \_\_\_\_\_  
Joseph Brusseau, Principal  
Hitchcock Design Group

FY 2026 Public Works Department Work Plan

(last revised by PK on 8/5/2025)

**F-7**

**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 complete, installing electrical	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)	9/21/2026	Site is fenced, obtaining permits	
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	1 of 2 integrations complete	
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	Kickoff meeting held on 7/23/25	
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	Issued RFQ on 7/31/25	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	On 8/11/25 PWIC agenda	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	Developing RFQ	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	Contract approved 6/16/25	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	Met with engineer to develop scope	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.